

DATED

20th March 1995

ROSSENDALE BOROUGH COUNCIL

and

THE BODDINGTON GROUP PLC

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 re erection of a 40-bedroom hotel block with health club and linked to Public House known as The Old Cobblers Inn New Hall Hey Rawtenstall

RWL/SS/Z.12/109

J. K. Tradewell,  
Borough Solicitor,  
Rossendale Borough Council,  
Town Hall,  
Rawtenstall,  
Rossendale,  
Lancashire. BB4 7LZ

T H I S A G R E E M E N T is made the 20<sup>th</sup>  
day of *March* One thousand nine hundred and  
ninety-five between ROSSENDALE BOROUGH COUNCIL of  
the Town Hall Rawtenstall Rossendale Lancashire ("the  
Council") of the one part and THE BODDINGTON GROUP  
PLC whose Registered Office is situate at Queens  
Court Wilmslow Road Alderley Edge Cheshire SK19 7RR  
("the Owner") of the other part

DEFINITIONS

- (i) "the Act" means the Town and Country  
Planning Act 1990 as  
amended
- (ii) "the Application" means the written  
application made on behalf  
of Martin Burlin and  
received by the Council on  
2nd March 1992 for  
permission for the  
Development
- (iii) "the Development" means the development of  
the Property in the manner  
and for the uses set out in  
the plans, specifications  
and particulars deposited  
with the Council and  
referred to in the Second  
Schedule to this Agreement
- (iv) "the Permission" means the draft planning  
permission contained in the  
Fourth Schedule to this

Agreement

- (v) "the Plan" means the plan annexed to this Agreement
- (vi) "the Property" means the property described in the First Schedule to this Agreement

WHEREAS:

- (i) The Council is the Local Planning Authority for the purposes of the Act for the District within which the Property is situated
- (ii) The Owner has entered into a Contract to purchase an estate in fee simple in possession free from incumbrances in the Property which is registered under Title Numbers LA487037 and LA694591 at H. M. Land Registry (or is now the owner of such interest in the Property)
- (iii) By the Application Martin Burlin has applied to the Council for planning permission to carry out the Development which the Owner now wishes to undertake
- (iv) The Council has no objection in principle to the Development and is prepared to approve the same subject to appropriate conditions but requires the Owner to enter into the covenants hereinafter contained in this Agreement
- (v) The Council will grant planning permission in respect of the Application in the form of the Permission immediately following the execution of this Agreement

NOW THIS DEED WITNESSETH:

1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and to all other enabling powers statutory or otherwise

2. This Agreement is conditional upon:

- (a) The Permission being granted by the Council for the Development and
- (b) The implementation of the Permission by the commencement of the Development and in the event of the Development not being commenced in accordance with the provisions of Section 56 and Sections 91 to 93 of the Act so that the Permission shall lapse this Agreement shall absolutely determine and be of no effect

3. The Owner with the intent to bind itself and the Owner's successors in title hereby covenants with the Council that it will pay to the Council the sum of Fifteen thousand pounds (£15,000.00) immediately upon the commencement at any time within five years from the date hereof of construction works relating to the highway scheme referred to in the Third Schedule hereto

4. The Council hereby covenants that it will grant the Permission forthwith upon the execution and completion of this Agreement

5. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

6. In this Agreement the words importing the masculine gender shall be deemed to include the

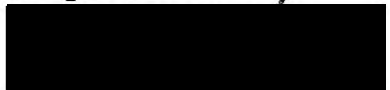
feminine and the singular to include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context and where the expression "the Owner" comprises two or more persons, firms or companies the Owner's obligation shall be construed as joint and several

7. The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Council

8. The Owner shall make a contribution of £115.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse the Council for any disbursements to H.M. Land Registry in connection therewith

IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

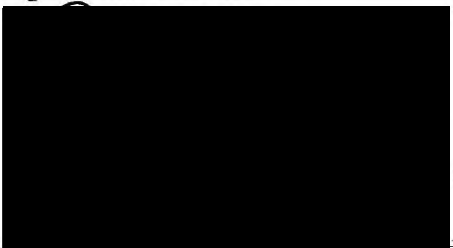
THE COMMON SEAL of Rossendale )  
Borough Council was hereunto )  
affixed in the presence of:- )



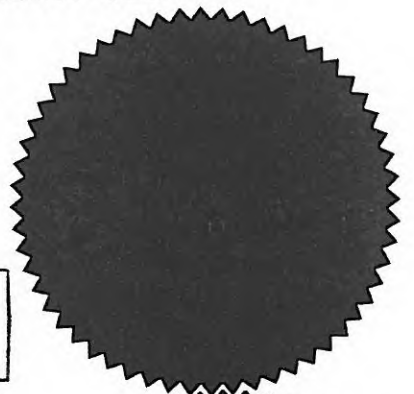
MAYOR

No. IN SEAL  
REGISTER  
111854

THE COMMON SEAL of The )  
Boddington Group PLC was )  
hereunto affixed in the )  
presence of:- )



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FIRST SCHEDULE

The Property

The premises formerly known as The Sprintman and now known as The Old Cobblers Inn and the land occupied therewith at New Hall Hey Rawtenstall aforesaid all of which are more particularly delineated and shown edged red on the Plan

SECOND SCHEDULE

The Development

The erection of a 40-bedroom hotel block with health club and linked to the existing public house

THIRD SCHEDULE

The highway scheme

The improvement modification or alteration of the junction of the A682 (the dual carriageway road leading from Queens Square Rawtenstall aforesaid to the A56) and the access road to the New Hall Hey Employment Area Rawtenstall aforesaid with a view to facilitating the movement of traffic from the northbound carriageway of the said A682 to the said access road or from the said access road to the said northbound carriageway

ROSSENDALE BOROUGH COUNCIL

Town and Country Planning Act 1990

PLANNING PERMISSION

PART 1 - PARTICULARS OF APPLICATION:

Application number: 92/093

Date received: 2nd March 1992

Location of proposed development: The Sprintman, Newhallhey Road, Rawtenstall, Rossendale

Particulars of proposed development:

ERECTION OF A 40 No BEDROOMED HOTEL BLOCK WITH HEALTH CLUB AND LINKED TO EXISTING PUBLIC HOUSE

Name and address of applicant:

Mr Burlin



Name and address of agent

John Dixon & ASSOCS



PART 2: PARTICULARS OF DECISION

The Rossendale Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that PERMISSION HAS BEEN GRANTED for the carrying out of the development referred to in Part 1 hereof in accordance with the application and plans submitted subject to the following conditions:-

- 1. The development must be begun not later than the expiration of five years beginning with the date of this permission.

SEE SEPARATE SHEET FOR FURTHER CONDITIONS, REASONS AND NOTES (if any).

Reason:-

- 1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

Date

Borough Engineer and Planning Officer: Stubblee Hall, Bacup, Lancs OL13 ODE (See separate page for general information and guidance on post-decision procedures).

CONDITIONS, REASONS & NOTES

2. The proposed car parking and servicing facilities as indicated on the submitted plan shall be provided, surfaced, laid out and made ready for use before the building hereby permitted is first occupied for the purpose of this permission, and shall thereafter be retained solely for car parking (or servicing) purposes. Reason: In order to ensure that sufficient car parking and servicing space is provided within the application site thus ensuring that visiting vehicles are not encouraged to park on the carriageway of adjoining highways thereby causing obstruction to same.
3. Before any development is commenced a fully detailed scheme of landscaping (as such including tree and shrub planting, the provision of any grassed areas, hard landscaping features and the erection of any screen or boundary walls, fences or other means of enclosure) shall be submitted to and approved by the local planning authority, and such scheme shall thereafter be fully implemented before any building hereby permitted is first occupied for the purposes hereof, or at such other time as may subsequently be agreed in writing with that authority. Any trees or shrubs dying/becoming diseased or otherwise being removed within two years of planting shall be replaced by the applicant/developer by species of a similar type and size. Reason: In order to assist in the provision of a satisfactory standard of visual amenity within the locality and to screen the development.
4. No development shall take place until samples of the proposed natural stone and slate have been submitted to and approved by the local planning authority and the outer face of the building shall not be constructed other than with the approved materials. Reason: In the interests of visual amenity and in order to ensure a satisfactory degree of harmony within the development, as details in this respect have not been submitted with this proposal.
5. The external walls of the proposed hotel shall not be faced other than with natural stone to match the existing. Reason: In the interests of visual amenity and for the avoidance of doubt.

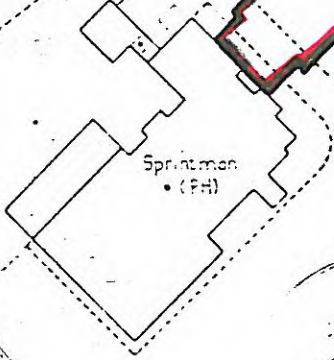
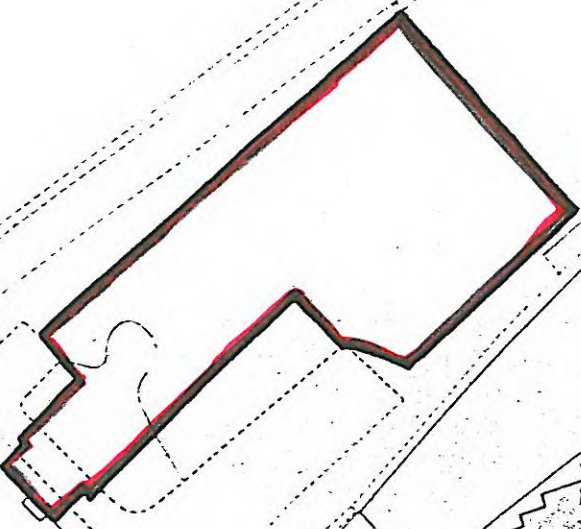
NOTES

1. For the avoidance of doubt it is hereby declared that this permission relates to the amended plans received by the local planning authority on 22nd April, 1992.
2. A copy of the report from the North West Water Authority is attached for information and compliance.
3. A copy of the report from the National Rivers Authority is attached for information and compliance.
4. A copy of the report from British Coal is attached for information and compliance.

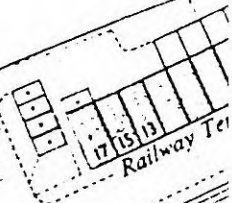




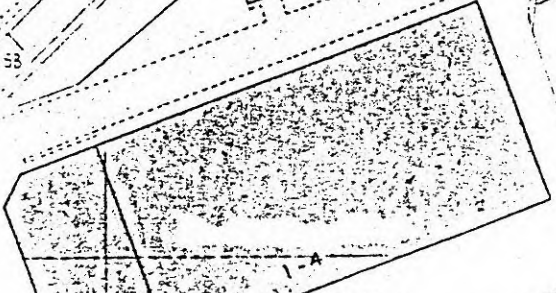
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Warehouse



Railway Ter



Newhallhey Enterprise Centre



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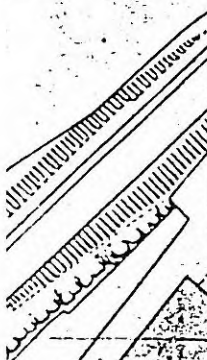
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Builder's Yard

WOOD TOP



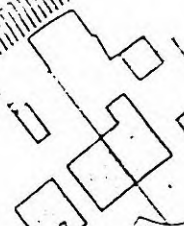
Warehouse



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ANDREW AVENUE

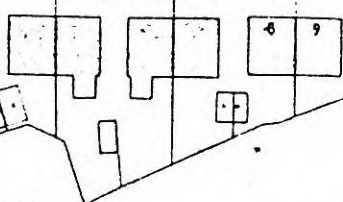


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