

LANCASTER
CITY COUNCIL



Legal Services
Town Hall
Lancaster LA1 1PJ
FAX No. 01524 582030

**Direct
Dialling
for
Fax**

Direct Dial Telephone Number for queries regarding this message: 01524

DATE: 7/5/97 SENDER: Debbie

Addressee:

~~Sue~~

For Attention of:

Sue

Fax No.

Subject:

No. of Pages to follow:

14

Message
(if required)

106 # Deed of Variation
attached as requested.

Mrs M. Yates.
Canal Supervisor,
British Waterways
Aldcliffe Rd
Lancaster
LA1 1SU

THIS AGREEMENT AND PLANNING OBLIGATION is made this eight day of

October 1993 BETWEEN LANCASTER CITY COUNCIL of Town Hall Dalton Square Lancaster (hereinafter called "the Council") of the one part and THE UNIVERSITY OF LANCASTER (hereinafter called "the Developer") of the other part

WHEREAS:

1. The Developer proposes taking a lease (to be granted for a term of 125 years) of the property described in the First Schedule hereto (hereinafter called "the property")

2. The Developer is desirous of carrying out certain development as defined in Section 55 of the Town and Country Planning Act 1990 in respect of the property as is more particularly described in an application for planning permission submitted to the Council on behalf of the Developer upon the Twenty Second day of February 1993 and numbered 01/92/0129 (hereinafter called "the Application") for the erection of student housing comprising ~~of~~ 246 Student Study Bedrooms Communal Facilities and one Bursars Flat in 3 blocks of 3 storeys high (hereinafter called "the Development")

3. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area in which the property is situated

4. The Council is satisfied that the Development is such as may be approved by the Council under the said Act and is desirous of encouraging the Development as a whole but would be unwilling to approve or conditionally approve the Application in the absence of this Agreement

5. The parties hereto have agreed to enter into this Agreement and Planning Obligation and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on their respective parts to be observed and performed

NOW THIS DEED WITNESSETH as follows:

1. This Agreement and Planning Obligation is made in pursuance of Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991 and all other powers so enabling and
cl/docs/leg/university

in consideration of the covenants and agreements hereinafter contained and is a planning obligation for the purposes of Section 106 (9) of the Town and Country Planning Act 1990

2. The Council shall forthwith on the date hereof grant planning permission for the Development and issue notice thereof to the Developer

3. The Developer covenants with regard to the property as follows (but to the intent that the Developer shall be under no obligation hereunder until it has acquired the leasehold interest in the Property referred to in the recital numbered 1 above and until the Development is completed):-

(a) Before beneficial occupation of the buildings intended to be erected on the property pursuant to the planning permission referred to in clause 3(c) hereof

(i) to provide a footpath to a design and specification approved of in writing by the Council's Chief Engineer along the route shown coloured green on the plan marked "B" annexed and to permit the public access thereto on foot only at all times and also to link such footpath into the existing Canal towpath

(ii) to be responsible thereafter for the maintenance repair and renewal of the above mentioned footpath

(iii) to permit the public access on foot only around the perimeter of the property during the hours between sunrise and sunset everyday (such access route being identified coloured yellow on the said plan marked B)

(iv) submit and agree with the Council's Chief Planning Officer a scheme for the management and control of the car parking arrangements within the Development Site and not to vary such a scheme without the prior written consent of the Council via its Chief Planning Officer for the time being

(b) To permit at all times during the hours between sunrise and sunset everyday boat mooring ^{of and} public access (for disabled persons only) and

servicing to the Lady Fiona barge but not for any replacement thereof and not to vary such arrangements without the prior written consent of the said Chief Planning Officer and for the purposes of this clause 3(b) servicing shall include the use of one space in the said car parking arrangements for the parking of one car or light van

(c) To comply with all conditions contained in the planning permission to be issued herewith under reference 01/92/0129 (the Permission)

(d) To pay the Council's legal costs in connection with the preparation of this Agreement in the sum of £175.00 (One Hundred and Seventy Five Pounds)

(e) In this clause 3 "beneficial occupation" means occupation by the Developer or its tenants or licensees for any or all of the purposes permitted under "the Permission"

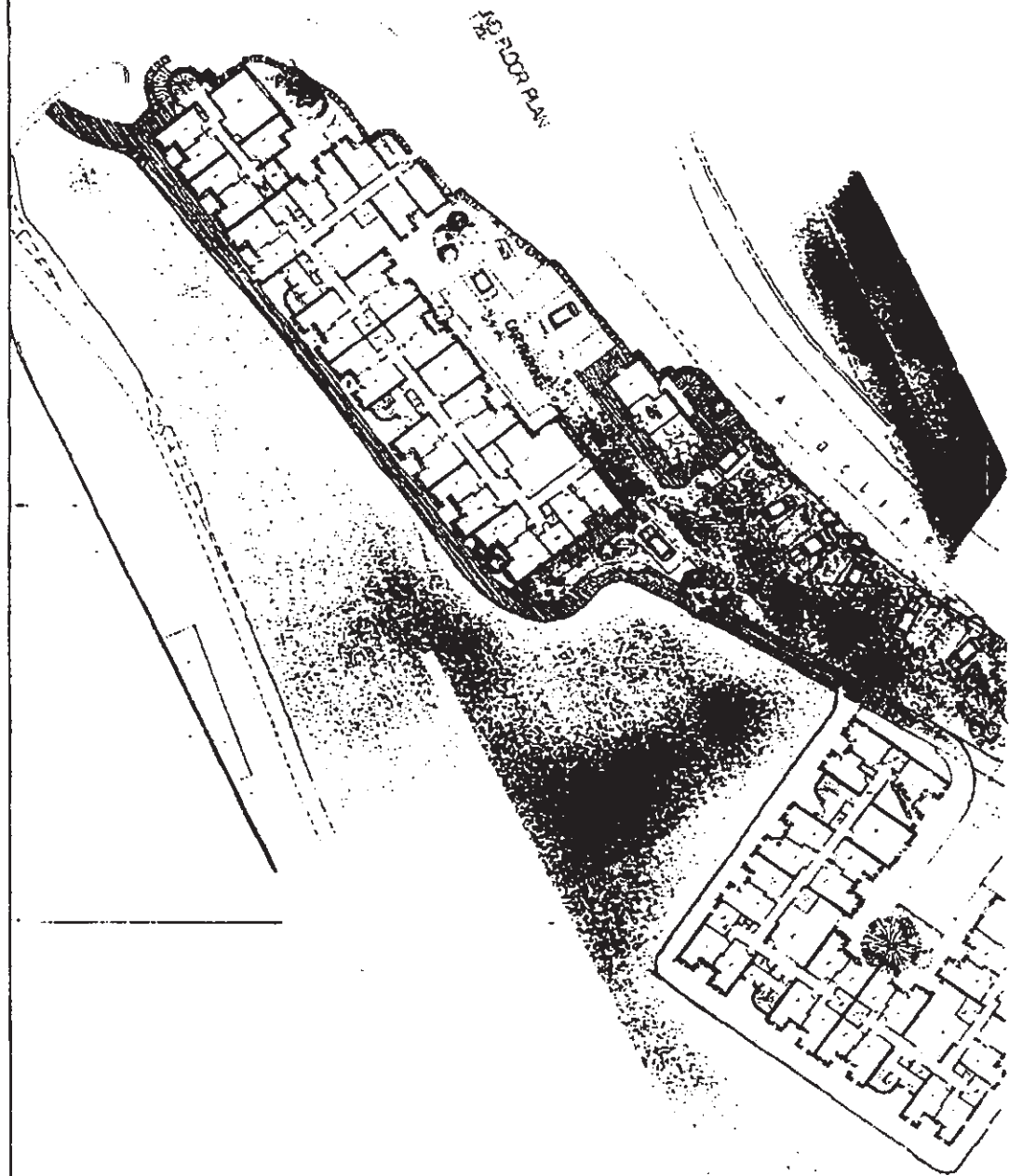
4. The expressions "the Council" and "the Developer" shall include their respective successors in title and any person deriving title from them save that the Developer and its Successors in title shall not be bound by this Agreement and Planning Obligation in respect of any period during which it or they (as the case may be) no longer have any legal estate or interest in the Property

5. Nothing contained in this Agreement and Planning Obligation and nothing done by the Developer pursuant to it shall be a dedication or other creation of any public highway whether on foot or otherwise

IN WITNESS whereof the parties hereto have executed this Agreement as their Deed the day and year first before written

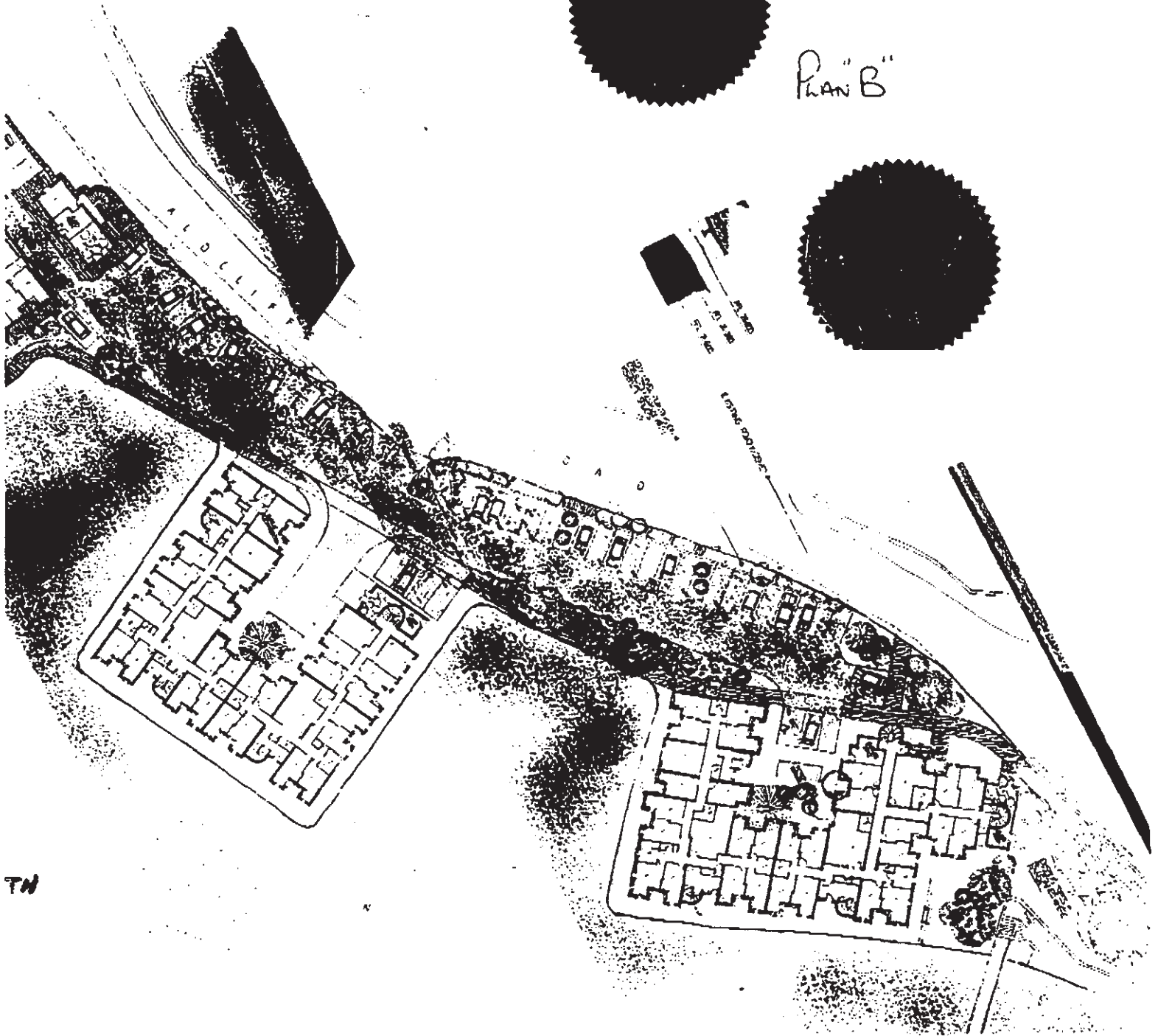
THE SCHEDULE

ALL THAT piece of land shown edged red on the plan marked "A" annexed containing 1.4 acres or thereabouts situate at Aldcliffe Basin, Aldcliffe Road, Lancaster



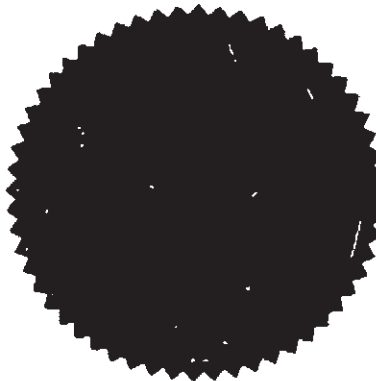
PROPOSED PUBLIC FOOTPATH
PROPOSED PUBLIC ACCESS

Phan B



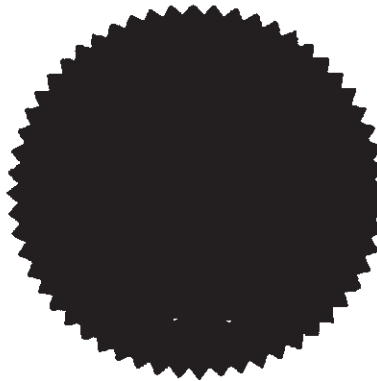
TN

THE COMMON SEAL of THE CITY)
COUNCIL OF LANCASTER was)
hereunto affixed in the)
presence of:-)



~~Town Clerk~~

THE COMMON SEAL of THE)
UNIVERSITY OF LANCASTER)
was hereunto affixed in)
the presence of:-)



THIS DEED is made the ^{Twenty}~~Twenty~~-^{Sixth}~~Sixth~~ day of January one
Thousand Nine Hundred and Ninety ^{Five}~~Four~~ BETWEEN LANCASTER CITY COUNCIL of
Town Hall Dalton Square Lancaster ("the Council") of the one part and
THE UNIVERSITY OF LANCASTER ("the University") of the other part

WHEREAS:-

(1) This deed is made supplemental to an Agreement and Planning Obligation dated the Eighth day of October One Thousand Nine Hundred and Ninety Three ("the Agreement") whereby the University entered into an Agreement with the Council relating to the University's development of land situate at Aldcliffe Road Lancaster and words and phrases used in this deed shall unless specified to the contrary or unless the context requires otherwise bear the same meaning as in the Agreement

(2) Subsequently to the execution of the Agreement it has been discovered that the reference in the Agreement to the planning permission ("the Permission") was incorrect

(3) The Plan approved by the Council in connection with the permission was amended with the consent of the Council given in writing dated 28th October, 1993 The amendments to which the Council so consented were set out in plans and/or drawings enclosed with a letter dated 26th October 1993 written to the Council on behalf of the University by D. B. Design Architects of Pells Byre Hophouse Lane Kirkby Lonsdale

(4) As a result of the said amendments the area of land of which British Waterways Board has granted to the University a Lease (granted for a term of 125 years and dated 4th November 1993) is less extensive than the area of land to which the Agreement relates

DATED

8 October

1993

LANCASTER CITY COUNCIL

- and -

LANCASTER UNIVERSITY

AGREEMENT AND OBLIGATION

under the provisions of
Section 106 of the Town and Country
Planning Act 1990 (as amended by
Section 12 of the Planning and
Compensation Act 1991)

re: Aldcliffe Basin,
Aldcliffe Road, Lancaster

M. DUODFIELD, ESQ.,
CHIEF SOLICITOR,
TOWN HALL,
LANCASTER.

130/1/198

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(5) The Council and the University have agreed to vary the terms of the Agreement to reflect both the correct planning permission reference and the amendment to the boundaries of the site now in course of development pursuant to the Permission

N O W THIS DEED WITNESSETH:

1. In pursuance of s.106A(1)(a) of the Town and Country Planning Act 1990 and in consideration of these presents the Council and the University hereby agree that the terms of the Agreement shall be and are hereby varied but only to the extent that:-

1.1 the planning permission reference 92/01291/FUL shall be substituted for the planning permission reference 01/92/0129 referred to within the Agreement; and

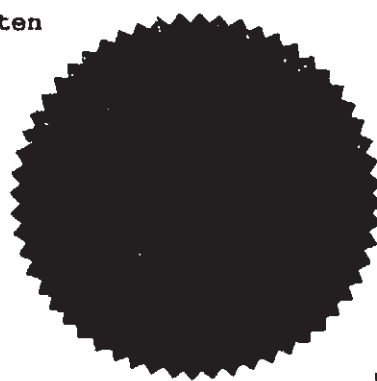
1.2 the attached plans marked "A" and "B" shall be substituted respectively for the plans marked "A" and "B" annexed to the Agreement

2. Notwithstanding the above mentioned variations all other terms and conditions contained within the Agreement shall remain in full force and effect and be deemed to relate to planning permission reference 92/01291/FUL and the Agreement shall henceforth be read and shall be deemed always to have been read as thus varied

IN WITNESS whereof the parties hereto have executed this Agreement as their deed the day and year first before written

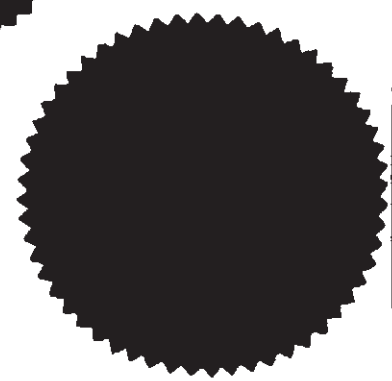
THE COMMON SEAL of
LANCASTER CITY COUNCIL was
hereunto affixed in the
presence of:-

)
)
)
)



THE COMMON SEAL of THE
UNIVERSITY OF LANCASTER was
hereunto affixed in the
presence of:-

)
)
)
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tl/dnov/leg/lualdbasin

15924
SEAL REGISTRATION NUMBER

DATED

26th January

1994/5

LANCASTER CITY COUNCIL

- and -

THE UNIVERSITY OF LANCASTER

DEED OF VARIATION

relating to Agreement and Planning Obligation
in respect of Development at Aldcliffe Road, Lancaster

M. H. DUDFIELD, ESQ.,
CHIEF SOLICITOR,
TOWN HALL,
LANCASTER.
LA1 1PJ

Ref: ARB/130/1/198

LANCASTER UNIVERSITY

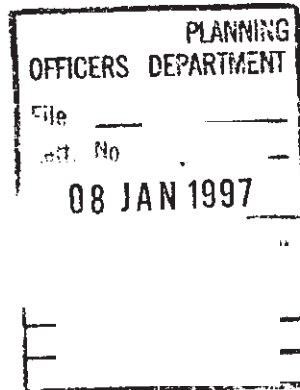
Property Services

Box
FILE

MRH/SG06019

6 January, 1997

Mr. A. Kirby
Head of Administration Services
Lancaster City Council
Town Hall
Dalton Square
Lancaster LA1 1PJ



Dear Mr. Kirby,

Aldcliffe Road : Stopping Up Order

Thank you for your letter of 13 December 1996 enclosing a copy of the formal notification granting the Order.

The University are grateful for the action the City Council have taken on our behalf.

Yours sincerely,

M. R. Haslam

c.c. LCC : Mr. V. Crumley

Lancaster University
University House
Lancaster LA1 4YW
United Kingdom

Telephone (01524) 65201
Extension 2083/2084
DDI (01524) 532063
Fax (01524) 847366

Director:
Building & Estates:
Catering, Conferences & Residential Services:
Safety Officer:
Security Officer:
M. R. Haslam, M.D., FRICS, MCOS
B. Phillips, MCOS
S.M. Christian, MCOS
A. Madgley, D. L. Health, MCOS, FOSH, RSP
A. G. Evans, MCOS