

DATED 23 November 2004

ROSSENDALE BOROUGH COUNCIL

and

P. J. LIVESEY LIVING SPACE LIMITED

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 re
re: Conversion of redundant mill to 93 Apartments
(subsequently reduced to 92 Apartments)
at Ilex Mill Bacup Road Rawtenstall
(Planning Permission 2003/273)

RWL/SS/Z.12/224

Mark Weston,
Director of Corporate Support
Rossendale Borough Council,
Town Hall,
Rawtenstall,
Rossendale,
Lancashire. BB4 7LZ

THIS AGREEMENT is made the *Twenty third*
day of ~~November~~ *November* two thousand and four between ROSSENDALE BOROUGH COUNCIL of
the Town Hall Rawtenstall Rossendale BB4 7LZ ("the Council") of the first part and P. J.
LIVESEY LIVING SPACE LIMITED whose Registered Office is situate at Ashburton Road
West Trafford Park Manchester M17 1AF ("the Owner") of the second part

DEFINITIONS

- (i) "the Act" means the Town and Country Planning Act 1990 as amended
- (ii) "the Application" means the written application made by the Owner and received by the Council on 17th April 2003 for permission to develop the Property
- (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 planning permission dated 22nd July 2003 for the Development and issued by the Council under reference no. 2003/273
- (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 is the freehold owner in possession of the Property of which it is the registered proprietor at H. M. Land Registry under title number LA942376 free from incumbrances save for a Registered Charge in favour of National Westminster Bank PLC affecting the Property and a unilateral notice of a contract affecting the land hatched black on the Plan

ORDNANCE SURVEY MAP REFERENCE:

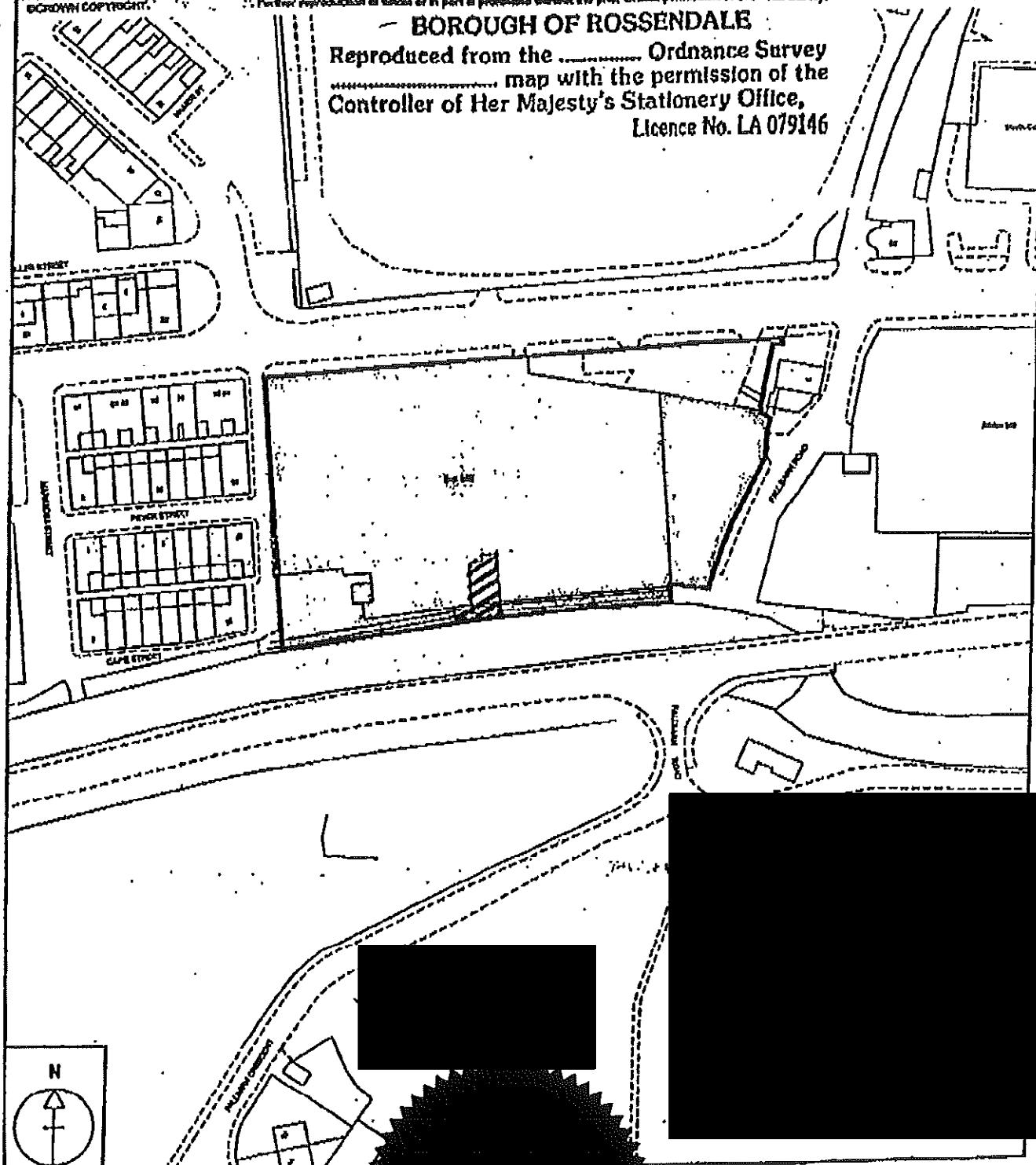
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BOROUGH OF ROSSENDALE

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- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development and the Council has granted the Permission
- (iv) The Owner wishes to be relieved of the requirement under Condition 2 of the Permission that no part of the Development shall be occupied until a scheme for the construction of the site access (as such including the provision of a pedestrian crossing to Bacup Road and works to the junction of Fallbarn Road and Bacup Road) has been approved by the Council and implemented
- (v) The Council is prepared not to enforce the said condition 2 if the Owner makes a contribution of twenty two thousand pounds (£22,000.00) towards certain highway works which are identified in a letter dated 27th January 2004 to the Council from Lancashire County Council and which are proposed to be programmed and carried out by the said County Council
- (vi) The Owner is willing to make a contribution as aforesaid and the Council is willing to accept the same but requires the Owner to enter into the covenants hereinafter obtained

NOW THIS DEED WITNESSETH:

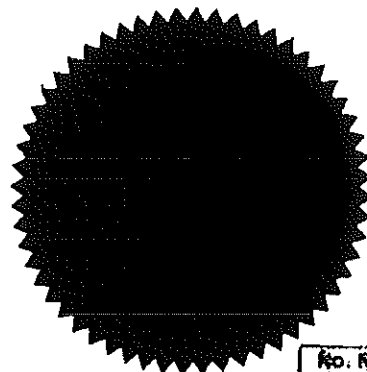
1. This Agreement is made pursuant to Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and to all other enabling powers statutory or otherwise
2. The Owner with the intent to bind itself and the Owner's successors in title hereby covenants with the Council that the Owner shall upon completion of this Agreement pay to the Council the sum of TWENTY-TWO THOUSAND POUNDS (£22,000.00) which shall be applied by the Council to the costs incurred by Lancashire County Council in carrying out the hereinbefore-recited highway works
3. In consideration of the payment of such sum of twenty-two thousand pounds (the receipt whereof is hereby acknowledged) the Council hereby irrevocably covenants to forbear from enforcing the hereinbefore-recited condition 2

4. The Council hereby covenants also to repay to the person making the payment any such part of that sum as is not expended within the period of five years commencing with the date of this Agreement on the said highway works
5. In this Agreement the expressions "the Council" and "the Owner" shall where the context so admits 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 obligation of such owner 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 five hundred and fifty pounds (£550.00) towards the Council's costs for the preparation and engrossment of this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and those presents have been executed as a deed on behalf of the Owner the day and year first before written

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

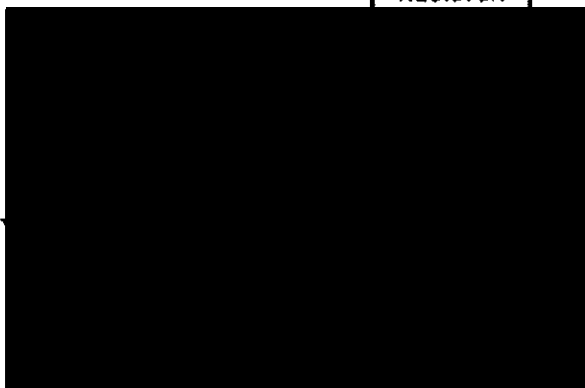

 MAYOR



SIGNED as a Deed by P. J. LIVESEY)
 LIVING SPACE LIMITED acting by)

No. of Seal
 REGISTER

DIRECTOR
 DIRECTOR/SECRETARY



FIRST SCHEDULE

The Property

The land and premises at Bacup Road Rawtenstall known as Ilex Mill and more particularly delineated and shown edged with a heavy black line on the Plan

SECOND SCHEDULE

The Development

Conversion to form 93 apartments (subsequently amended to 92 apartments)