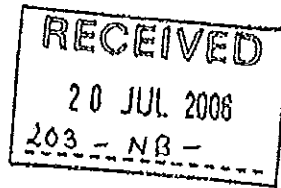


DATED 19th July 2006



HURSTWOOD PROPERTIES UK LIMITED

**DEED OF PLANNING OBLIGATION  
BY UNDERTAKING**

relating to land known as  
former Snow King Factory Site, 270 Grane Road, Haslughden, Rossendale, BB4 4PB  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

THIS DEED OF PLANNING OBLIGATION BY UNDERTAKING is made the <sup>7<sup>th</sup></sup> day of July 2006

BY: HURSTWOOD PROPERTIES UK LIMITED of Link 665 Business Centre, A56, Rossendale, Lancashire, BB4 5HU (hereinafter called "the Owner").

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor of the Land and nay building(s) thereon described in the First Schedule ("the Property").
- 1.2 Rossendale Borough Council ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the property is situated and by whom the obligations contained in this Deed are enforceable.
- 1.3 The Owner has by application/by its agents applied to the Council for permission under Council reference 2006/301 ("the Planning Application") to develop the property in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").
- 1.4 The Council is minded to grant planning permission for the Development in accordance with the Planning Application ("Planning Permission") subject to the making of this Undertaking without which planning permission for the Development would not have been granted.
- 1.5 The Owner is willing to enter into this Agreement in order that in the event that the Council grants the Planning Permission the obligations of the Owner as set out in this Agreement shall be secured as planning obligations for the purposes of Section 106 of the Act.

NOW THIS DEED WITNESSETH as follows:-

- 2.1 This Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 ("the Act"), and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner.
- 2.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 2.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.5 The expressions "the Council" and "the Owner" shall include their successors in title and assigns.
- 2.6 No person shall be liable for breach of a covenant contained in this Agreement after he/it shall have parted with its interest in the property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 2.7 The covenants contained in this Agreement shall take effect only upon the date ("commencement date") and the date upon which the Development is commenced pursuant to planning permission within the meaning of Section 56 of the Town and Country Planning Act 1990 PROVIDED THAT works of demolition, site clearance, ground investigation, archaeological investigation, construction of boundary fences or hoarding, laying or diversion of services and service media, and construction of

temporary access(es) shall not be taken to be a material operation for the purposes of the said section 56.

2.8 If the Planning Permission shall expire before the Commencement Date or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

2.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the property in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.

2.10 This Agreement is a local land charge and shall be registered as such.

2.11 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

### 3. OBLIGATIONS OF THE OWNER

The Owner covenants with the Council to perform the obligations or activities specified in the Third Schedule.

#### FIRST SCHEDULE

##### The Property

Former Snow King Factory Site, 270 Grane Road, Haslingden, BB4 4PB shown edged red on the attached plan.

#### SECOND SCHEDULE

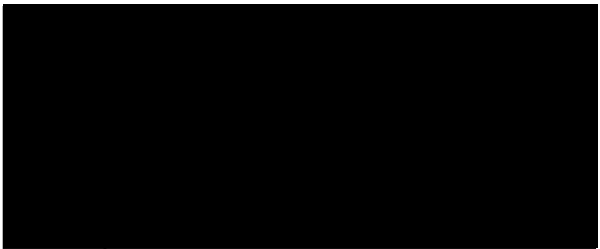
##### The Development

Planning Application reference 2006/301 for the erection of B1 business units on the property.

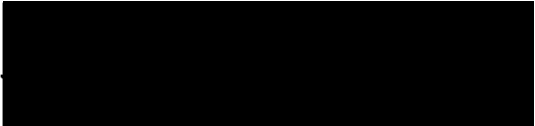
**THIRD SCHEDULE**  
**The Owner's Obligations**

1. The Owner covenants with the Council that immediately prior to the Commencement Date the Owner shall pay to the Local Planning Authority the sum of £15,000 to be expended on the provision of an interactive speed limit sign, a quality bus stop and road markings/white lining within Grane Road
2. In the event that either the Planning Permission is not implemented or any money paid to the Local Planning Authority under paragraph 1 is not used for the said measures and projects within 5 years of the money being paid, the said money shall be repaid forthwith to the Owner.

EXECUTED (but not delivered )  
until the date hereof )  
AS A DEED )  
HURSTWOOD PROPERTIES UK LIMITED )  
Acting by :- )



EXECUTED (but not delivered )  
until the date hereof) AS A DEED by )  
)



as the Attorney and on behalf of )  
ALLIANCE & LEICESTER COMMERCIAL BANK PLC )  
in the presence of :- )



H.M. LAND REGISTRY

TITLE NUMBER

LA 480896

ORDNANCE SURVEY  
PLAN REFERENCE

SD 7721

SECTION 8

Scale  
1/1250 Enlarged from 1/2500

COUNTY LANCASHIRE

DISTRICT ROSSENDALE

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