

DATED

6th May 1996

ROSSENDALE BOROUGH COUNCIL

and

GEORGE LONGDEN LIMITED

and

THE ROYAL BANK OF SCOTLAND plc

and

3i 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 thirty-seven two-storey dwellings including associated roadworks, garaging, landscaping and open space (Planning Application Ref. No. 95/419)

RWL/SS/Z.12/120

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 *sixth*
day of *May* One thousand nine hundred and
ninety-six between ROSSENDALE BOROUGH COUNCIL of
the Town Hall Rawtenstall Rossendale Lancashire
("the Council") of the first part GEORGE LONGDEN
LIMITED whose Registered Office is situate at
Fountain Precinct Balm Green Sheffield S1 1RZ ("the
Owner") of the second part and THE ROYAL BANK OF
SCOTLAND PLC whose Registered Office is at 36 St.
Andrew Square in the City of Edinburgh ^{*of the third part*} and 3I GROUP
PLC whose registered office is at 91 Waterloo Road *B*
London (collectively referred to as "the Chargees")
of the ^{*fourth*} ~~third~~ part *O*

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 the Owner and received
by the Council on 21st
September 1995 and amended
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 draft planning permission contained in the Third 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 as is shown edged red on the Plan is situated
- (ii) The Owner is the owner in fee simple in possession of the Property which is registered at H. M. Land Registry under title numbers LA730444 and LA775774 free from incumbrances save for a Debenture dated 30th January 1992 in favour of The Royal Bank of Scotland plc and a Debenture dated 30th January 1992 in favour of 3i Group plc
- (iii) By the Application the Owner has applied to the Council for planning permission to carry out the Development
- (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 all other 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 consent of the Chargees and with the intent to bind the Owner's successors in title hereby covenants with the Council that it will pay to the Council the sum of Eight thousand six hundred and fifty pounds (£8,650.00) as a commuted figure towards the cost of maintenance of the landscaped area proposed to be created by the Development and shown for the purposes of identification only coloured blue on the Plan such

payment to be made within twelve months of the completion of the said landscaped area

4. The Council hereby covenants

- (i) that it will grant the Permission forthwith upon the execution and completion of this Agreement;
- (ii) that it will upon the completion of the said landscaped area by the Owner in accordance with the Permission and to the reasonable satisfaction of the Borough Engineer and Planning Officer (or other Officer of equivalent status) for the time being of the Council thenceforth in perpetuity assume full responsibility for and undertake the maintenance of such landscaped area in a clean and tidy condition

5. For the purposes of this Agreement the opinion of the said Borough Engineer and Planning Officer or other officer as aforesaid as to the completion of the landscaped area shall be conclusive and binding on the parties hereto

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

7. 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

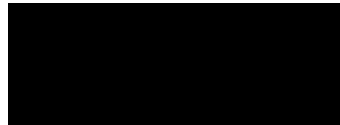
8. The obligations hereby entered into by the Owner are planning obligations for the purposes of the said Section 106 and the Local Planning Authority by whom they are enforceable is the Council

9. The Chargees hereby consent to the completion of this Agreement and acknowledge that from the date hereof the Property shall be bound by the restrictions and obligations contained herein

10. The Owner shall make a contribution of £130.00 towards the Council's costs for the preparation and engrossment of this Agreement and shall reimburse the Council for any fees paid to H.M. Land Registry in connection therewith and shall pay the Chargees' costs in connection therewith

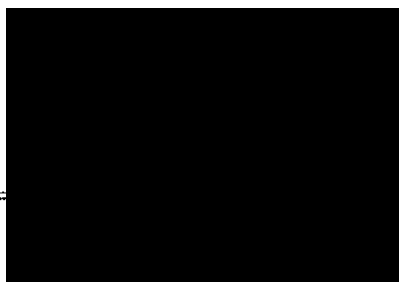
IN WITNESS whereof the Council the Owner and 3i Group plc have caused their respective Common Seals to be hereunto affixed and the Royal Bank of Scotland plc has executed these presents as its deed the day and year first before written

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



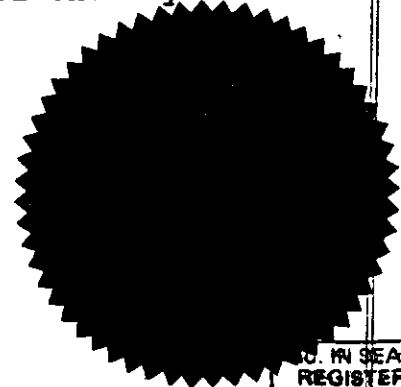
MAYOR

THE COMMON SEAL of GEORGE)
LONGDEN LIMITED was hereunto)
affixed in the presence of:-)



DIRECTOR

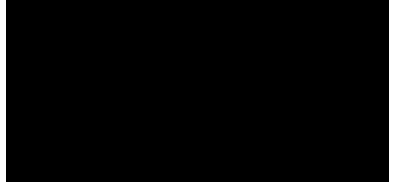
SECRETARY
AUTH. SIG.



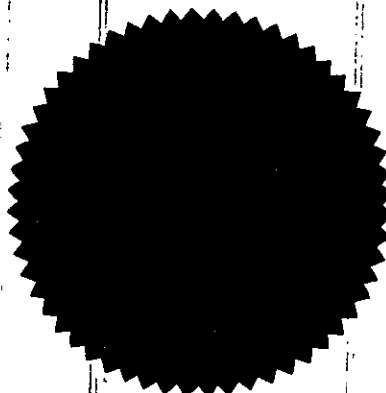
SIGNED and Delivered as a Deed)
for and on behalf of THE ROYAL)
BANK OF SCOTLAND plc by a duly)
authorised attorney in the)
presence of:-)



acting pursuant to
a Power of Attorney dated



THE COMMON SEAL of 3I GROUP PLC)
was hereunto affixed to this)
instrument as a Deed which)
Deed is not delivered until the)
date hereof in the presence of:-)



96/263TP

Authorised Sealing Officer
FIRST SCHEDULE

The Property

The land at Mercer Crescent Helmshore Rossendale
aforesaid which is more particularly delineated and
shown edged red on the Plan

SECOND SCHEDULE

The Development

The erection of thirty-seven two-storey dwellings
including associated roadworks, garaging, landscaping
and open space