

THIS DEED is made the 16th day of April 2007

BETWEEN

- 1 **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire (hereinafter called "the Council")
- 2 **BROCKHALL VILLAGE LIMITED** whose registered office is situate at Brockhall Village, Lancashire, BB6 8AY
- 3 **BROCKHALL VILLAGE DEVELOPMENTS LIMITED** whose registered office is also situate at Brockhall Village, Lancashire, BB6 8AY
- 4 **BROCKHALL VILLAGE BUILDING COMPANY LIMITED** whose registered office is also situate at Brockhall Village, Lancashire, BB6 8AY

all the parties secondly, thirdly and fourthly described being hereinafter collectively referred to where the context so requires as "the Owners"

- 5 **HSBC BANK PLC** whose address for service is Sheffield Securities Processing Centre, 79 Hoyle Street, Sheffield, S3 7EW (hereinafter called "the Bank")

WHEREAS

- 1 The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule (the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The Owners are the registered proprietors of the freehold and leasehold interests in those parcels which comprise the Land.
- 3 The Bank is mortgagee of the Land under three legal charges dated 17 December 1997 and made between the Bank (being then named Midland Bank Plc) and Brockhall Village Limited, Brockhall Village Developments Limited and Brockhall Village Building Company Limited respectively.
- 4 The Owners have by applications dated 4th January 2006 and 12 November 2006 ("the Planning Applications") applied to the Council for permission to develop the Land in the

3/2006/0008 and
manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council under references 3/2006/0830 and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development")

- 5 The Council in exercise of its powers as Local Planning Authority is satisfied that the Planning Application may be approved and has resolved to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which planning permission for the Development would not have been granted.

NOW THIS DEED is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:

- 1 The Owners covenant with the Council to perform and observe the obligations and restrictions specified in the Third Schedule.
- 2 The Bank hereby consents to the execution of this deed and acknowledges that the Land shall be bound by the restrictions and obligations contained in the Third schedule hereto provided that notwithstanding anything else in this deed:-
 - 2.1 the Bank shall in no circumstances be liable for any breach of this deed unless it has itself caused such breach;
 - 2.2 the Bank shall have no obligations under this deed unless it takes possession of the Land; and
 - 2.3 irrespective of whether or not the Bank shall have caused a breach of this deed the Bank shall have no liability after it has discharged its security or has disposed of the Land whether by sale or otherwise
- 3 It is hereby agreed and declared as follows:
 - 3.1 The expressions "the Council", "the Owners" and "the Bank" shall include their successors in title and assigns.

- 3.2 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land 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.
- 3.3 The covenants contained in this Agreement shall take effect only upon the date specified by the Owners in a written notice served upon the Council as the date upon which the Development is to be commenced or if no such notice is served the actual date on which the Development was begun within the meaning of section 56 of the Town and Country Planning Act 1990.
- 3.4 If the permission granted pursuant to the Planning Application shall expire before the Development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
- 3.5 This planning obligation supersedes and is in substitution for the planning obligations contained in an Agreement dated 15 March 1995 and made between the Council, Brockhall Village Developments Limited (being then named London and Auckland Estates Limited) Brockhall Village Building Company Limited (being then named Van Der Velde Marking Devices Limited) National Westminster Bank and Bank of Wales Plc and in an agreement dated 31 July 2006 and made between the Council (1) Brockhall Village Limited (2) Brockhall Village Developments Limited (3) Brockhall Village Building Company Limited (4) and the Bank (5) and the aforesaid Agreements shall be of no effect with regard to the Land referred to in this Agreement but not further or otherwise from the date referred to in Clause 3.3
- 3.6 This Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

FIRST SCHEDULE

All that land and premises at Brockhall Village, Lancashire shown edged red on the plan attached hereto

SECOND SCHEDULE

Development of the Land by erection of 26 live work units in accordance with the Planning Applications (Council References 3/2006/0830) in accordance with the Planning Applications

*3/2006/0008 and
partially revised
under Reference*

THIRD SCHEDULE

- 1 Not to occupy any dwelling unless the related work unit is constructed.
- 2 Not without the consent of the Council to use any work unit for any use other than B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987.
- 3 Not to permit the occupation of any work unit to be other than ancillary to the occupation of the related dwelling.
- 4 To make a declaration in respect of each work unit to the Council in January of each year of the planning use to which the related work unit was put during the previous calendar year.

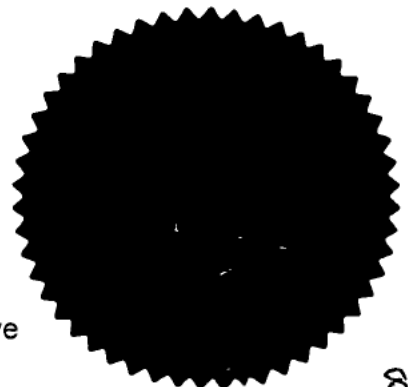
**THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL**

was affixed to this Deed in the presence of:



Mayor

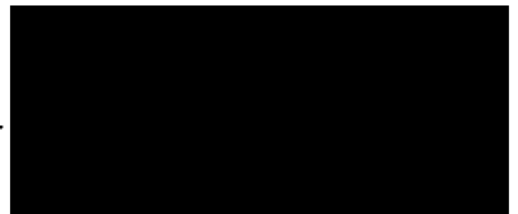
Chief Executive



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**EXECUTED as a DEED by
BROCKHALL VILLAGE LIMITED**
acting by two directors or one director
and its secretary:

Director



Director / Secretary

[Redacted signature block]

EXECUTED as a **DEED** by
BROCKHALL VILLAGE DEVELOPMENTS LIMITED

acting by two directors or one director
and its secretary:

Director

[Redacted signature block]

Director / Secretary

[Redacted signature block]

EXECUTED as a **DEED** by
BROCKHALL VILLAGE BUILDING COMPANY LIMITED

acting by two directors or one director
and its secretary:

Director

[Redacted signature block]

Director / Secretary

[Redacted signature block]

SIGNED AND DELIVERED by

[Redacted signature block]

a duly authorised official of the Bank
as Attorney of the Bank in the presence of:

[Redacted signature block]

Witness

[Redacted signature block]

Address



Occupation SOLICITOR.



NOTES

Copyright in all documents and drawings prepared by the architect and any works executed from these documents and drawings shall, unless otherwise agreed, remain the property of the architect and must not be reproduced in, lent or disclosed to, a third party without the written consent of Good + Tillotson.

DO NOT SCALE OFF THIS DRAWING.

All dimensions to be checked on site and any discrepancies to be referred to the architect before proceeding.

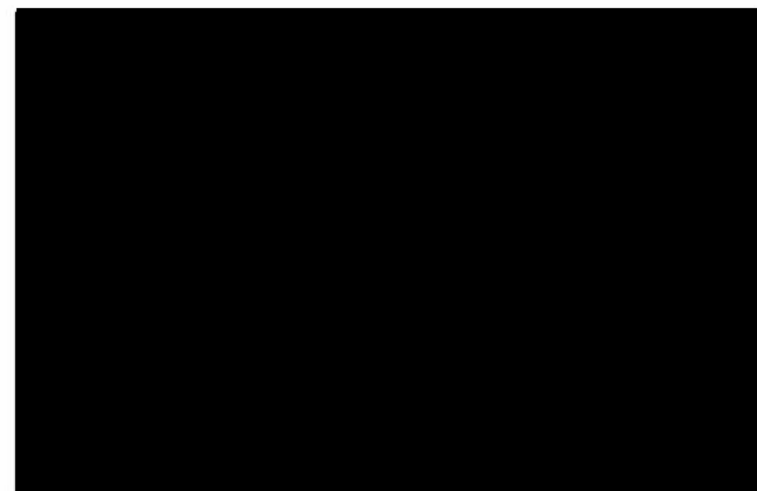
ALL LEVELS TO BE CHECKED ON SITE.

All discrepancies between information shown on the drawings and the information in the specification to be referred to the architect prior to proceeding.

All component sizes and references to be checked prior to ordering of materials.

Positions of existing drain runs to be confirmed prior to proceeding and drains checked as necessary.

All relevant boundary positions to be checked prior to proceeding.



- C. SHEET SIZE INCREASED FROM A1 - A0 TO ALLOW FOR REFINEMENT OF ADDITIONAL SITE AREA. 13.12.06
- B. APARTMENT BLOCK SITING AMENDED TO SUIT REVISIONS REFINEMENT TO APARTMENT BLOCK DESIGN / LAYOUT 4 SIZE. 13.11.06
- A. LAYOUT / CONSIDERATION OF DEVELOPMENT OF 6 NO DWELLINGS ON ADJACENT LAND UPDATES TO SUIT REVISIONS ROADWAY LINE TO REAR OF SITE. 05.11.06

REV	REVISION	DWG	DATE
GOOD + TILLOTSON LTD CHARTERED ARCHITECTS 2 The Studios Chorley Old Road, Bolton, BL1 4JH TEL: 01204 497700 FAX: 01204 497770			

PROPOSED DEVELOPMENT AT BIRCHALL VILLAGE, HURLE VALLEY.
 FOR: M D PROJECTS NORTH WEST LTD. SCALE: 1:1500

PROPOSED SITE LAYOUT INCORPORATING 1 DRAWN: N.C.
 "LIVE / WORK" UNITS

CHECKED:

0568 : 70 REVISION: 6