

97/00565/OUT
THIS DEED OF AGREEMENT is made the 7th day of May
One thousand nine hundred and ninety-eight B E T W E E N BROXTOWE
BOROUGH COUNCIL of Council Offices Foster Avenue Beeston Nottinghamshire
NG9 1AB (hereinafter referred to as "the Council") of the one part and BPB
PAPERBOARD LIMITED whose registered office is situate at Mugiemoss
Bucksburn Aberdeen AB21 9AA (hereinafter referred to as "the Owner") of the other
part

WHEREAS

- (1) The Owner is the owner of the freehold interest in ALL THAT land (hereinafter referred to as "the land") situate off Carrfield Avenue Toton Nottinghamshire as is more particularly delineated on the plan annexed hereto and thereon edged red but excluding the area edged blue
- (2) The Council is the local planning and local housing authority for the administrative area in which the land is situate
- (3) On the twenty-sixth day of August One thousand nine hundred and ninety-seven the Owner made application to the Council for outline planning permission to carry out residential development on the land which application was registered on the twenty-eighth day of August One thousand nine hundred ninety-seven under reference number 97/00565/OUT
- (4) Having had regard to the development plan and all other material considerations the Council has decided through its Planning Committee which met on the nineteenth of January One thousand nine hundred and ninety-eight that conditional permission pursuant to the said application could be granted but subject first to the completion of and the terms of this Agreement without which planning permission for the development would not be granted

NOW THEREFORE THIS DEED OF AGREEMENT WITNESSETH as follows:

1. The Owner for itself and its successors in title to the land hereby covenants with the Council as local planning authority as follows:
 - (i) No residential development may be initiated on the land (within the meaning of section 56 Town and Country Planning Act 1990) until a layout scheme



SEALING REGISTER
No 312



SECTION 106 AGREEMENT
LAND AT STAPLEFORD LANE, TOTON



Scale: 84:1250

Directorate
of
Planning & Development

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BROXTOWE BOROUGH COUNCIL LA07735

shall have been submitted to and approved by the Council showing the total number of residential units to be provided on the land and identifying the units to be provided as affordable housing units together with hard and soft landscaping areas and fences and walls associated therewith such affordable housing units comprising no less than 30% of the total number of residential units.

(ii) The part of the land identified in the said scheme for affordable housing units shall not be developed other than for the purposes of housing by a registered housing association or registered social landlord for one or two bedroomed housing units

(iii) That it will use reasonable endeavours to procure the development of the affordable housing units by a registered housing association or registered social landlord

(iv) No more than 50% of the residential units not identified for affordable housing shall be occupied until either:

- a) At least one affordable housing unit shall have been occupied; or
- b) The land identified in the said layout scheme for the provision of affordable housing has been transferred to a registered housing association or registered social landlord to the reasonable satisfaction of the Council

whichever shall first occur

(v) That on completion of the affordable housing units it will maintain the hard and soft landscaping areas and the fences and walls associated with the affordable housing units and identified on the approved layout scheme before referred to in a good clean and tidy condition free from weeds and litter in accordance with the maintenance requirements detailed in the maintenance schedule attached hereto to the Council's satisfaction save that for the avoidance of doubt this subclause shall not require the maintenance of any part of a highway or sewer which has been adopted and become maintainable at the public expense

- (i) That it will not at any future date seek to serve a purchase notice or otherwise seek compensation from the Council in respect of the land or any part thereof pursuant to the Town and Country Planning Act 1990 or any statutory amendment or reenactment thereof arising out of any restriction on development imposed by any provision of this deed of agreement or by means of planning permission pursuant to the said application reference number 97/00565/OUT
- (vii) That it will lodge or cause to be lodged at HM Land Registry its Land Certificate to enable the provisions of this deed of agreement to be noted at the expense of the Owner on the title

2. IT IS HEREBY AGREED AND DECLARED as follows:

- (1) This deed of agreement shall come into effect only upon the issue of a planning permission pursuant to the said application reference number 97/00565/OUT and also the commencement of development in accordance with that permission for the purposes of section 56 Town and Country Planning Act 1990
- (2) This deed of agreement is made pursuant to the provisions of section 106 of the Town and Country Planning Act 1990 and each covenant is where the context so admits a planning obligation for the purposes of the said section 106 enforceable by the Council
- (3) No person shall be liable for a breach of any covenant in this deed of agreement after he shall have parted with all interest in the land or the part in respect of which such breach shall have occurred but without prejudice to a continuing liability for any subsisting breach of covenant prior to parting with such interest

M A I N T E N A N C E S C H E D U L E

1. Hard Landscaping

The maintenance requirements for the above areas shall be as follows:

- (i) Sweeping and litter picking Monthly
- (ii) Cleaning including drain and gully jet washing Twice yearly
- (iii) Repair or repave As required
- (iv) Ducts, drains and sewers renewal or repair As required

2. Soft Landscaping

The maintenance requirements for the above areas shall be as follows:

- (i) Weeding and litter picking Monthly
- (ii) Pruning and hedge trimming Annually
- (iii) Irrigation As required
- (iv) Fertilizer or mulch application Annually in April
- (v) Tree or shrub or hedging replacement Annually between October and March as required

3. Fences and Walls

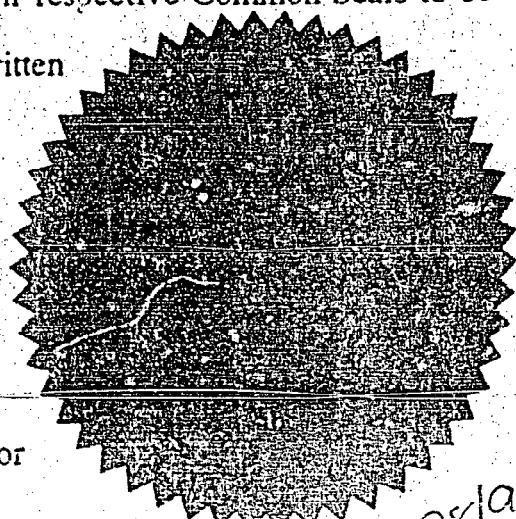
- (i) Treat communal timberwork Every five years
- (ii) Repair/replace/maintain timberwork, brickwork and render As required

IN WITNESS whereof the parties have caused their respective Common Seals to be affixed to this deed the day and year first before written

THE COMMON SEAL of
BROXTOWE BOROUGH COUNCIL

was hereunto affixed

in the presence of:-



[Signature]

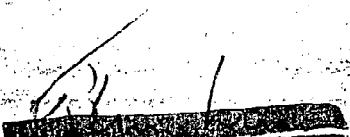
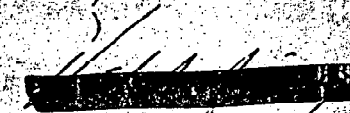
Mayor

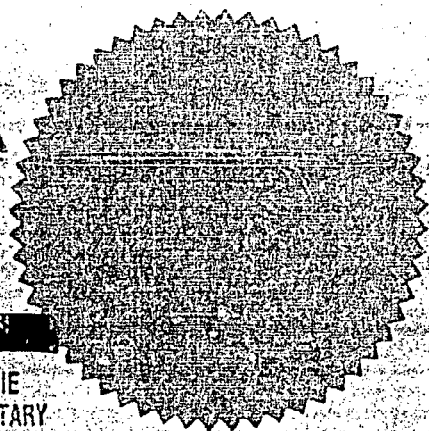
[Signature]

Duly Authorised Officer

117898/a

THE COMMON SEAL of
BPB PAPERBOARD LIMITED
was hereunto affixed



KEITH R. RENNIE
COMPANY SECRETARY

SEALING REGISTER
No. 312

DATED

7th May

1998

BROXTOWE BOROUGH COUNCIL

-and-

BPB PAPERBOARD LIMITED

DEED OF AGREEMENT

pursuant to Section 106
of the Town and Country
Planning Act 1990 affecting
land situate off
Carrfield Avenue, Toton
in the County of Nottingham

P.D.C. Brown
Director of Legal and
Administrative Services
Council Offices
Foster Avenue
Beeston
Nottingham NG9 1AB

PDCB/CLJ S/11/103
agreements/106chamber