

Dated

13th April

2006

POWYS COUNTY COUNCIL

and

J ROSS DEVELOPMENTS LIMITED

and

HSBC BANK PLC

DEED

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Land at Spoonley Farm, Llansantffraid M2005 1146

Land at Bronhyddon Park, Llansantffraid M2005 0967

**C MEREDITH
Powys County Council
County Hall
Llandrindod Wells
Powys
SY21 7AS**

THIS DEED is made the 13th day of April 2006

BETWEEN:

- (1) POWYS COUNTY COUNCIL** of Neuadd Maldwyn Severn Road
Welshpool Powys ("the Council")
- (2) J ROSS DEVELOPMENTS LIMITED** (Co No 3271686) whose registered
office is situate at 2 Mile Oak Industrial Estate, Maesbury Road,
Oswestry SY10 8GA ("the Applicant")
- (3) HSBC BANK PLC** of Hodge House, Cardiff, CF10 1LF ("the Mortgagee")

1. RECITALS

- 1.1 The Council is the local planning authority for the purpose of the Town and Country Planning Act 1990 as amended ("the Act") for the area within which the land described in the First Schedule ("the Red Land") and the Second Schedule ("the Blue Land") is situated and by whom the obligations contained in this Deed are enforceable.
- 1.2 The Applicant is the Registered Proprietor of the Blue Land which is registered at HM Land Registry under title number CYM 176926.
- 1.3 The Blue Land (inter alia) has the benefit of planning permission number M2003 0924.
- 1.4 The Mortgagee is the mortgagee of the Blue Land.
- 1.5 The Applicant has by written application reference No. M2005 0967 ("the First Application") applied to the Council for permission for the erection of 11 dwellings and the construction of vehicular access on the Red Land ("the Development") and by written application ref M2005 1146 ("the Second Application") applied to the Council for the substitution of house type on the Blue Land to provide 4, 1 bedroom flats ("the Substituted Development").
- 1.6 The Council has resolved that the Development described in the First Application is such as may be approved as per the attached draft planning permission ("the First Permission") without further condition being imposed by the Council under the Act provided conditions are imposed by the Council under the Act on the Substituted Development described in the Second Application and subject to the Applicant entering into this Deed without which the Permission for the Development would not be granted.

2. **NOW THIS DEED** is made in pursuance of the provisions of Section 106 of the Act and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-
- 2.1. The Applicant covenants (with the Mortgagees consent) with the Council:-
- 2.1.1 That the 4, 1 bedroom flats ("the Affordable Dwellings") constructed on the Blue Land shall be occupied by a person ("the Initial Occupier") who complies with the conditions set out in the Third Schedule.
- 2.1.2 To observe the restrictions specified in the Fourth Schedule.
- 2.1.3 To pay to the Council its reasonable legal costs in connection with the preparation of this Deed.
- 2.2 Upon any subsequent disposal or demise of any Affordable Dwellings occupation thereof shall at all times be limited to a person ("the Occupier") who at the date of the said disposal or demise have either been resident within the District of Montgomeryshire ("the District") (as conclusively defined by the Council) for a period of not less than three years or are employed within the District or coming into the District to take up full employment or were last employed within the District and comply with paragraphs 2 and 3 of the Third Schedule hereto.
- 2.3 This Deed is conditional on the grant and implementation of the Permission by the carrying out of a material operation on the Land in accordance with the provisions of Sections 56 and 91-93 of the Act.
- 2.4 This Agreement is a local land charge and shall be registered as such.
- 2.5 No mortgagee of the Blue Land shall be bound by the obligations in or liable under this deed except as mortgagee in possession of the Blue Land.
- 2.6 The Mortgagee consents to the Applicant entering into this Agreement and acknowledges that this Agreement binds the Blue Land. The Mortgagee shall only be liable for any breach of this Agreement if it has caused the breach. Whilst mortgagee in possession the Mortgagee shall not be liable for any pre-existing breach.
3. **IT IS HEREBY AGREED AND DECLARED** as follows:
- 3.1 The expressions "the Council" "the Applicant" and "the Occupier" shall include their successors in title and assigns.

- 3.2 Words of a masculine gender shall include the feminine and the singular shall include the plural wherever the context so permits.
- 3.3 Where either party to this Deed consists of two or more persons any covenants by such parties shall be deemed to be made jointly and severally and covenants in favour of such parties shall be deemed to be in favour of all and every one of such persons.
- 3.4 It shall be taken as conclusive proof that a person is "resident within the District of Montgomeryshire" for the purpose of this Deed if such person at the time of any relevant disposal or demise had been entered or listed for at least the preceding three years in the current Electoral Register of Montgomeryshire which is maintained by the Council.

In this Deed:

- (a) reference to "the Applicant" or "the Occupier" shall include any dependants of such a person residing with him or his widow;
- (b) "dependants" shall be limited to a member of the Applicant's or Occupier's family namely their spouse or co-habitee, child, parent or spouse's or co-habitee's parent and for the purpose of interpreting this Deed a step-child shall be treated as a child of the full-blood and an illegitimate child shall be treated as a child of his mother and reputed father and an adopted child shall be treated as a child of its adoptive parents.
- 3.5 "the Community" means the following Community Council areas:-
Llansantffraid, Carreghofa, Llanfechain, Llangedwyn,
Llandrinio, Llandysilio and Meifod.
- 3.6 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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 at Bronhyddon Hall, Llansantffraid in the said County of Powys and shown edged red on the plan attached and being part of title number CYM 170108 registered at H M Land Registry.

SECOND SCHEDULE

ALL THAT LAND part of Spoonley Farm, Llansantffraid in the said County of Powys and shown edged blue on the plan attached and being plots 22A and 23B (formerly plots 22 and 23) and being part of title number CYM 176926 registered at H M Land Registry.

THIRD SCHEDULE

1. Persons satisfying criteria for occupation
 - (a) they have lived in the Community for a minimum of three years – OR
 - (b) they were born and brought up in the Community and intend to return or have recently returned to the Community – OR
 - (c) they are in full-time employment within the Community or are coming into the community to take up full-time employment – OR
 - (d) they are coming into the Community or wish to move within the Community in order to look after an infirm or elderly close relative who is resident within the Community – OR
 - (e) they have previously lived and worked in the Community for a period or periods of not less than three years and wish to return – AND
2. They or their spouses or co-habitees do not own a dwelling in fee simple or a leasehold interest for a term exceeding 21 years at the date immediately before their first occupation of any of the Affordable Dwellings on the Blue Land AND.
3. They or their spouses or co-habitees have not owned a dwelling as aforesaid at any time during the period of five years immediately before the date of their first occupation of any of the Affordable Dwellings on the Blue Land (whether or not subject to a mortgage or legal charge).

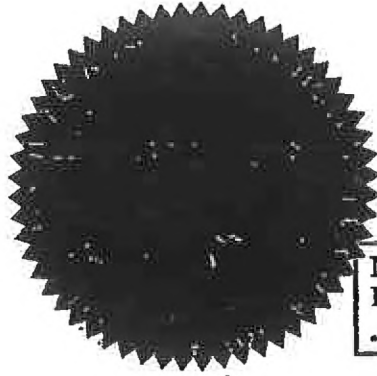
FOURTH SCHEDULE

1. Any dwelling constructed on the Blue Land shall not exceed a gross floor space of 130 square metres (including any garages attached to the proposed dwelling).

THE COMMON SEAL of)
POWYS COUNTY COUNCIL)
was affixed hereto in the)
presence of:)

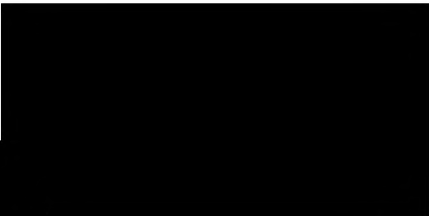


for Head of Legal, Scrutiny & Democratic Services



NO. IN SEAL REGISTER
6147

EXECUTED as a DEED by)
J ROSS DEVELOPMENTS)
LIMITED in the presence of:-)



Signature
Address
.....
.....
Occupation

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

SIGNED AND DELIVERED

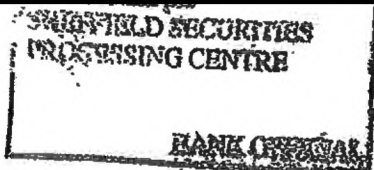


Attorney of
HSBC Bank plc

in the presence

Witness:

Address:



Occupation

1735-6 (7/99) - UOI = 1 x PK250