

THIS AGREEMENT is made the 9th day of July 2004 between **BROXTOWE BOROUGH COUNCIL** of Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB ("the Council") of the first part and **LONDON & AMSTERDAM DEVELOPMENTS LIMITED** of 33 Cavendish Square, London W1G 0BQ ("the Owner") of the second part

WHEREAS

1. The Owner is the owner of the freehold estate comprising mainly of the former Shaw and Marvin works and various other parcels of land in that vicinity in the town of Beeston, Nottinghamshire ("the Land") and comprised within the application together with other land and shown for identification purposes only edged red on the plan marked "Title Plan" annexed hereto.
2. The Council is the local planning authority for the administrative area in which the land is situate.
3. On 4 March 2003 the Owner made an application to the Council for planning permission to use land as a proposed food store, petrol filling station, customer and staff car park, new vehicular access and highway improvements together with associated development which application was registered under reference number 03/00223/OUT ("the Application").
4. Having had regard to the development plan and all other material considerations the Council resolved through its development control committee which met on 10 September 2003 to grant conditional planning permission pursuant to the Application ("the Planning Permission") subject to the completion of this agreement.
5. At the request of Nottinghamshire County Council and Nottingham City Council ("the NET Promoters") the Council seeks to reserve sufficient land approaching and at the junction of Middle Street and Station Road, Beeston such as to facilitate an acknowledged potential route for tramlines and associated infrastructure comprised in Phase II of the Nottingham Express

Transit System ("NET") subject to the NET Promoters obtaining all necessary approvals to the appropriate route.

6. The Council also seeks to secure funds from town centre development in order to provide for improvements to the physical environment of the town centre so that the town of Beeston may become more attractive to its residents and visitors.

NOW THEREFORE THIS DEED WITNESSES as follows:-

1. **FOR** the purposes of this agreement and particularly this clause the following words shall have the following meanings:-

"Integrated Transport Measures" means measures designed to encourage less use of the private car by improving and making safer facilities for pedestrians, cyclists and public transport along the A6005 corridor benefiting the area of Beeston and other reasonably applicable transport measures within the said town as the Owner shall agree

"Integrated Transport Contribution" means the sum of £328,860.00

"Environmental Improvement Contribution" means the sum of £90,000.00

"Environmental Improvements" mean such improvements as are proposed by the Council from time to time for the enhancement of the physical environment of Beeston town centre

"Interest Rate" shall mean the base rate of the Co-operative Bank Plc (or such other United Kingdom clearing bank as the Council shall reasonably nominate in writing to the person or entity entitled to any repayments in accordance with this agreement)

2. THE Owner for themselves and their successors in title to the Land hereby covenant with the Council as local planning authority as follows:-

- (1) The Land shall not be developed within the meaning of Section 55 of the Town and Country Planning Act 1990 other than in accordance with the Planning Permission provided that nothing in this agreement shall prohibit or limit the right to develop the whole or any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.**
- (2) That they will not at any future date seek to serve a Purchase Notice or otherwise seek compensation from the Council or its successors in title pursuant to the provisions of the Town and Country Planning Act 1990 or any statutory amendment or re-enactment thereof in respect of the terms of this agreement insofar as they restrict the development permitted by the Planning Permission.**
- (3) The part of the Land shown hatched and marked "NET Reservation Land" together with the land shown cross-hatched on the plan marked "Land Reservation Plan" attached hereto shall not be built upon in any way (including the location of utility services) save as to providing a highway verge and grassed area for a period of ten years from the date hereof or until such time (if earlier) as the said land is transferred to the NET Promoters for the purposes of providing the NET PROVIDED THAT if at any time the NET Promoters confirm that any part of the said land is no longer required for NET and/or the NET Promoters decide not to progress option 245 of NET (being the route following Station Road) then the Owner shall be discharged from the obligation within this clause (2) insofar as it relates to the land no longer required by the NET Promoters.**
- (4) Not to commence development pursuant to the Planning Permission until both the Integrated Transport Contribution and the Environmental**

Improvement Contribution has been paid direct to the Council by the Owner or its successors in title.

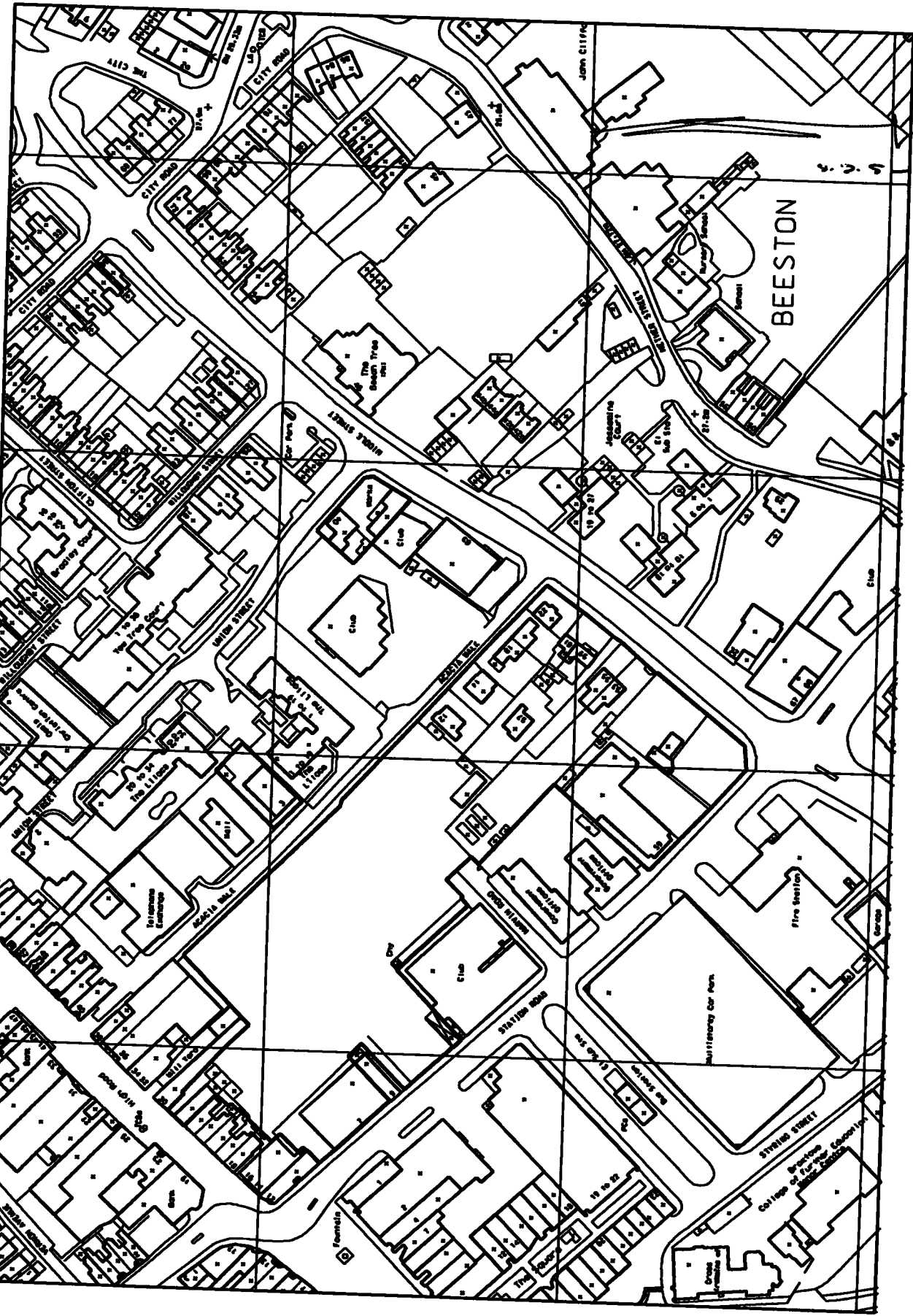
3. THE Council hereby covenants with the Owner and its successors in title as follows:

- (1) Upon receipt of the Integrated Transport Contribution and the Environmental Improvements Contribution (together "the Contributions") to credit the same to separate bespoke nominal accounts (the Integrated Transport Account and the Environmental Improvements Account respectively) which the Council shall create forthwith upon receipt of the said contributions.
- (2) To credit interest separately to each account in arrears at the Interest Rate
 - (i) Upon closure of the account
 - (ii) Upon the repayment of any monies from the account (if any) pursuant to the subsequent provisions of this clause
- (3) The Council covenants not to apply the principal and interest in the Integrated Transport Account except towards Integrated Transport Measures within the area aforementioned and upon agreement with the Owner (such agreement not to be withheld unreasonably on either side) on how any principal or interest in the account is to be spent
- (4) The Council covenants not to apply principal and interest in the Environmental Improvements Account except towards Environmental Improvements for Beeston town centre and upon agreement with the Owner (such agreement not to be withheld unreasonably on either side) on how any principal or interest in the account is to be spent
- (5) Forthwith on the passing of the tenth anniversary of the date of payment of the Integrated Transport Contribution to the Council to provide to the

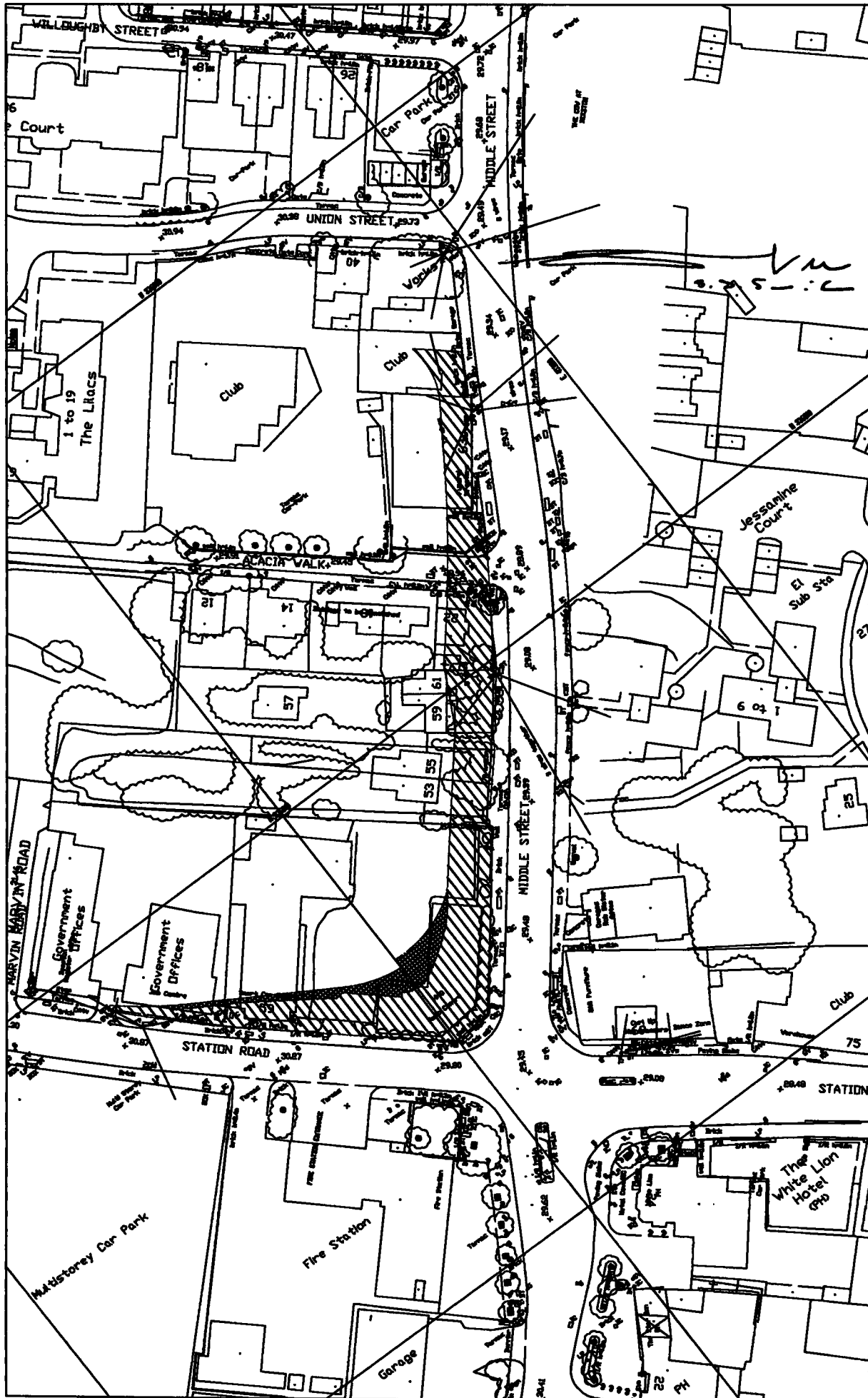
3653.T7



STATION ROAD
BEESTON
TITLE PLAN



17



Project	Station Road
Location	Station Road
Scale	1:1000
Date	11/00
Author	Simon
Check	Simon
Drawn	Simon
Project No.	5100/001
Scale	1:1000
Date	11/00
Author	Simon
Check	Simon
Drawn	Simon

KEY

- Land to be reserved for Street Option
- Additional land to be reserved for Station Road Option

W:\Traffic\Acacia\y14\0009 - Station, Station Road\CADS\100 land reservation plan.dwg
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Owner (whether or not the Owner remains the beneficial owner of the Land) a certificate from the Chief Financial Officer of the Council showing all payments made into and out the Integrated Transport Account and the Environmental Improvements Account ("the Accounts") during the previous ten years and the purposes to which those payments out have been applied

- (6) If all or any part of either of the Accounts has not been expended for the purposes as set out in this agreement by the tenth anniversary of the payment of the Integrated Transport Contribution then the Council will repay to the Owner the balance remaining in the Accounts with interest (at the Interest Rate) on the amount not so expended and duly apportioned in respect of the period from and including the date on which the respective Contributions were paid to the Council

4. IT IS HEREBY AGREED AND DECLARED :-

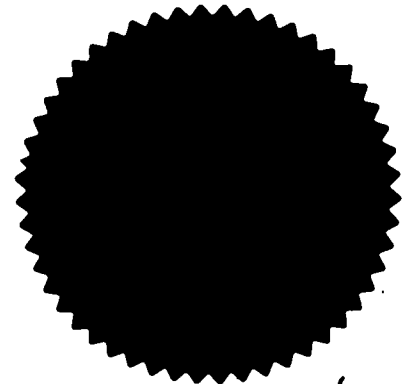
- (1) This agreement shall come into effect only upon the implementation of the Planning Permission.
- (2) This deed of agreement is made pursuant to the provisions of Section 2 of the Local Government Act 2000 and Section 106 of the Town and Country Planning Act 1990 (as amended) and each covenant is a planning obligation for the purposes of the said Section 106 and enforceable by the Council.
- (3) No company or person shall be liable for a breach of any covenant in this deed of agreement unless that company or person has an interest in the Land or the part of the Land in respect of which such breach shall have occurred but without prejudice to any continuing liability for any subsisting breach of covenant prior to parting with such interest save that a reservation of rights over any part of the land and/or the benefits of any restrictive covenants shall not constitute an interest in the Land.

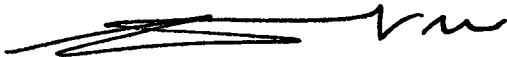
- (4) Any provision of this agreement which is or may become unlawful, void or unenforceable shall to the extent of such unlawfulness, invalidity or unenforceability be deemed severable and shall not affect any other provision of this agreement.
- (5) This agreement shall cease to have effect if the Planning Permission is quashed, revoked or otherwise withdrawn or if the Planning Permission shall lapse (through not being implemented within the statutory time limit)
- (6) The Owner shall be responsible for the Council's reasonable legal costs in the preparation, the negotiation, completion and registration of this agreement
- (7) Where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party hereto then the same shall not be unreasonably withheld or delayed

IN WITNESS whereof this deed has been executed on the date first above written

THE COMMON SEAL of
BROXTOWE BOROUGH COUNCIL
 was hereunto affixed to this Deed in the
 presence of:

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)
)



 Mayor


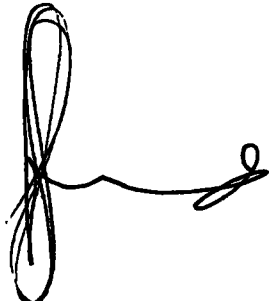
 Duly Authorised Officer

SIGNED AS A DEED BY
LONDON & AMSTERDAM
DEVELOPMENTS LIMITED
 acting by two directors or
 one director and the secretary

)
)
)
)
)

Director

Director/Secretary

11 9 18/19

Dated

2004

BROXTOWE BOROUGH COUNCIL

-and-

**LONDON & AMSTERDAM
DEVELOPMENTS LIMITED**

Deed pursuant to S.106 of the Town and
Country Planning Act 1990
affecting land off Station Road/Middle
Street, Beeston, Nottingham

PDC Brown
Director of Legal & Administrative
Services
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB