THIS DEED is made 31st May ~~APRIL~~ 2001

BETWEEN

1. KNOWSLEY METROPOLITAN BOROUGH COUNCIL ("the Council") of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU

2. SEAN ROBERT BONENFANT and GRAHAM FRANK WOOD ("the Developer") of 137 Higher Road Halewood Knowsley Merseyside L26 1UN

3. STROUD AND SWINDON MORTGAGE COMPANY LIMITED ("the Mortgagee") of Rowcroft Stroud Gloucester GL5 3BG

RECITALS

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 Developer is the Freeholder of the Land.

3. The Mortgagee is the mortgagee of the land under a legal charge dated 5th January 1981 amended by a Deed dated 18th July 1983.

4. The Developer has by application dated 26th May 2000 ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans,

specifications and particulars deposited with the Council and forming part of the Planning Application numbered 00/00339/FUL ("the Development").

5. The Council has decided 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. ("Planning Permission").

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 Developer covenants with the Council to observe the restrictions specified in the Second Schedule.

2. The Mortgagee consents to the execution of this deed and acknowledges that subject as herein provided the land shall be bound by the restrictions contained in the Second Schedule hereto.

3. It is agreed and declared as follows:

3.1 The expressions "the Council", "the Developer" and "the Mortgagee" 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 upon the later in time of either the execution of this Agreement by all parties or upon the date upon which planning permission is granted.

3.4 If the permission granted pursuant to the Planning Application shall expire before the Development is begun or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

3.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.

3.6 This Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties on the date hereof.

FIRST SCHEDULE

137 Higher Road, Halewood, Knowsley, Merseyside, shown edged in red on the attached plan, numbered 1.

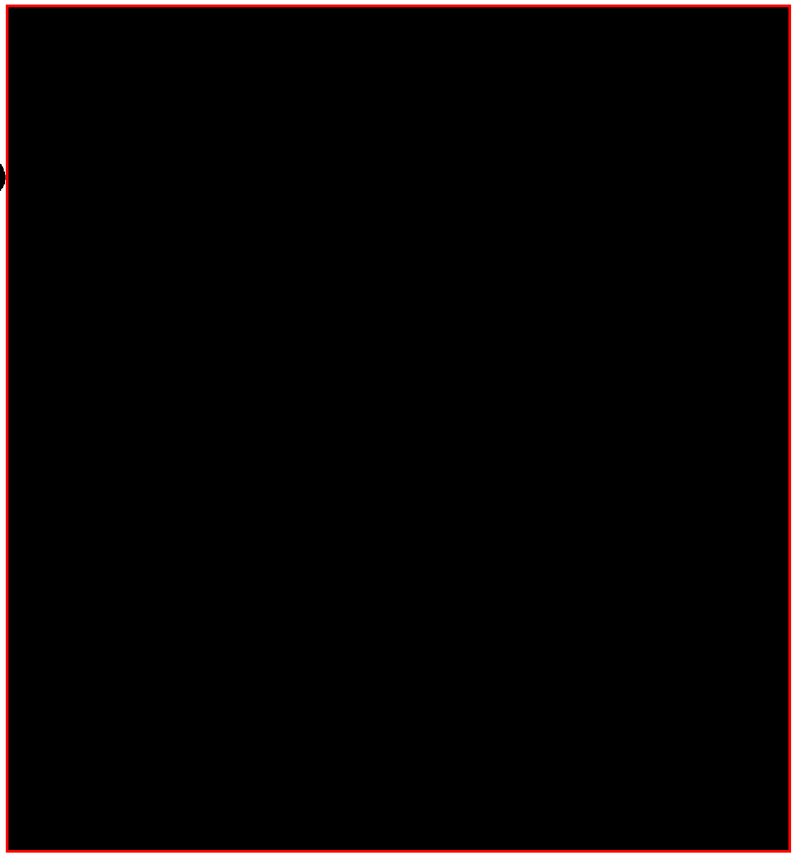
SECOND SCHEDULE

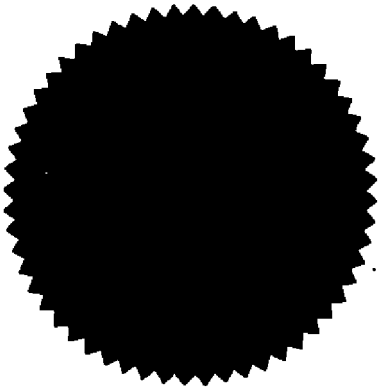
1. No part of the Land shall be used:

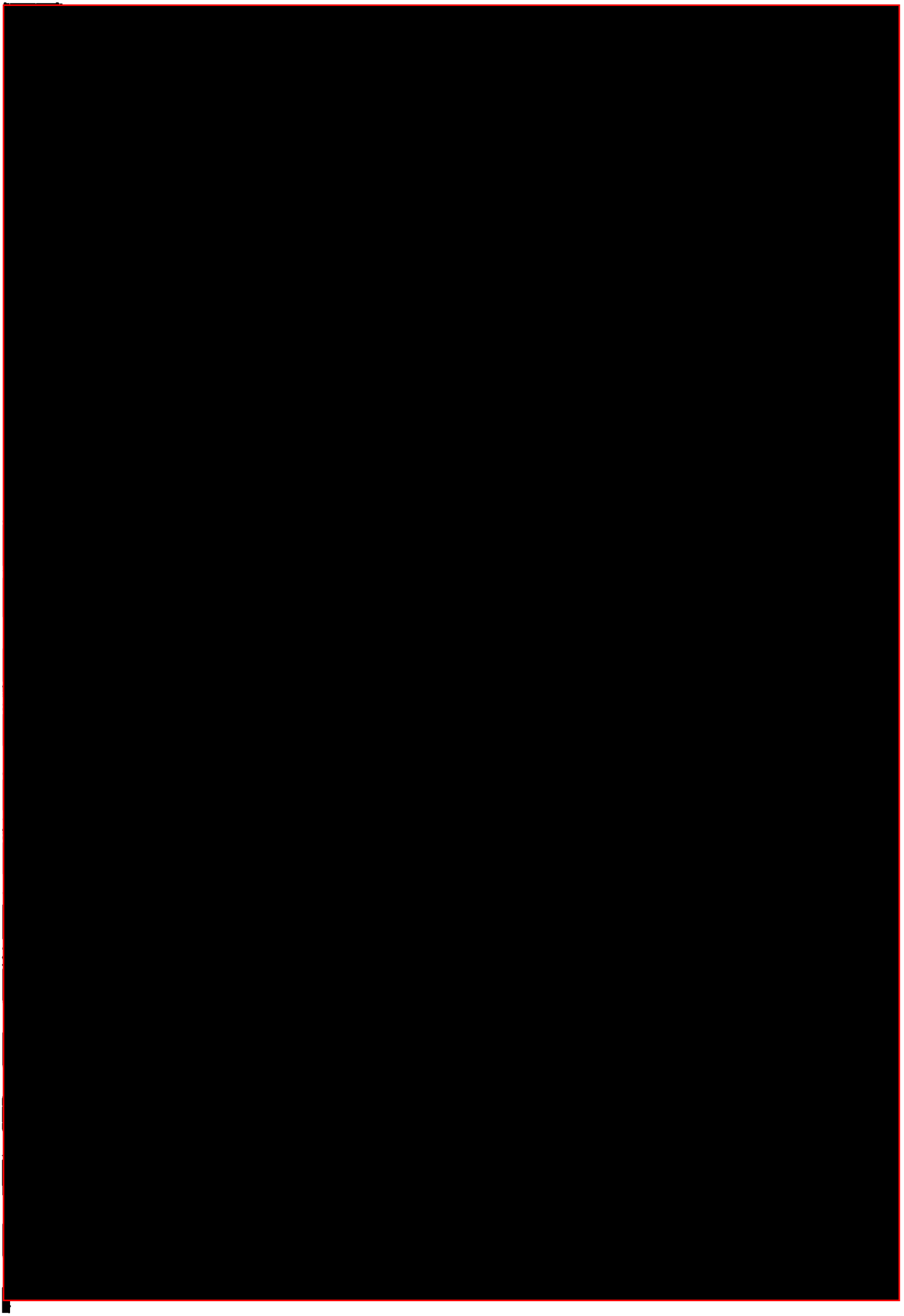
   (a) as waiting areas for patients awaiting treatment save for the areas shown coloured ; green or

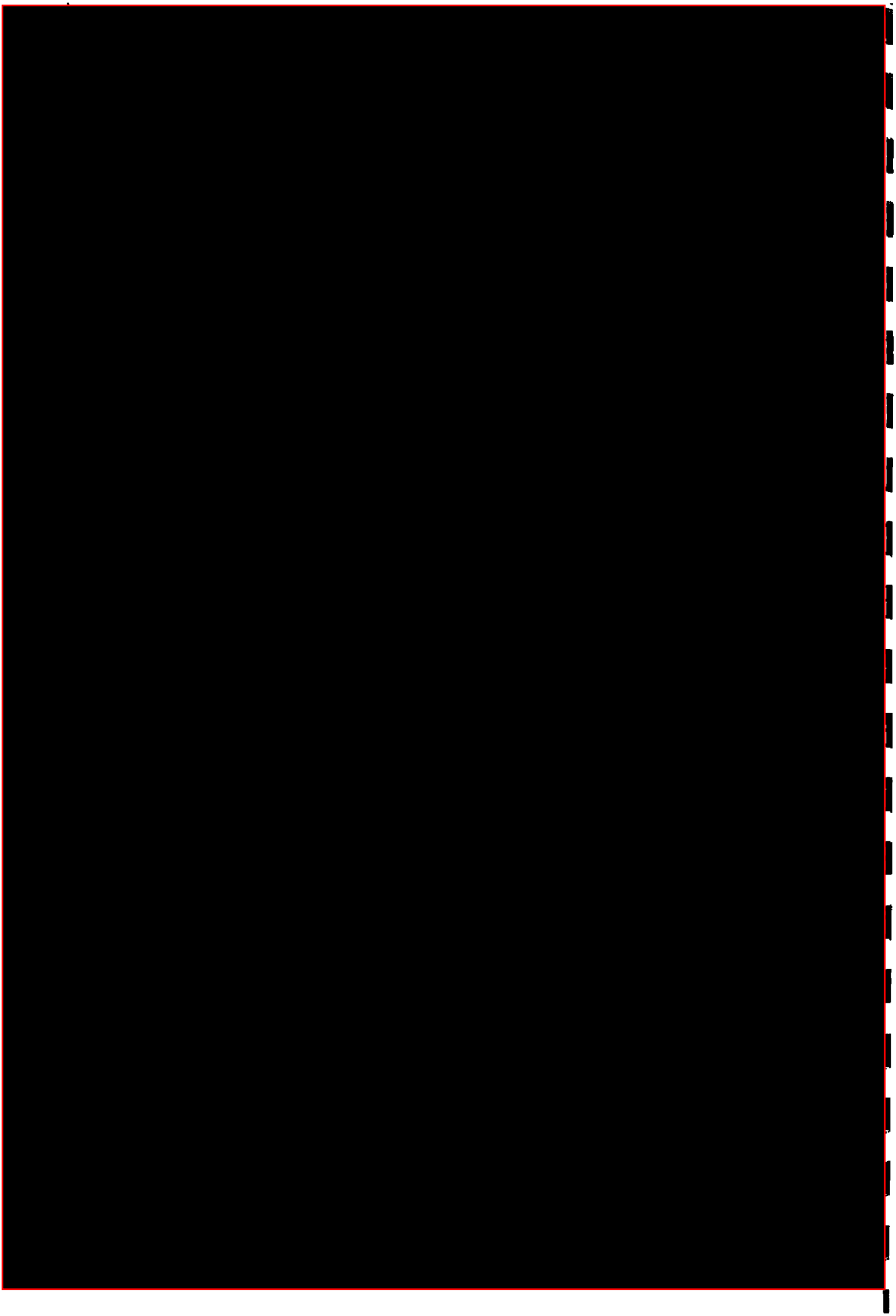
   (b) for the treatment of patients save for the areas shown coloured red

on plans numbered 2 and 3 attached hereto









DATED APRIL 2001

PARTIES: (1) KNOWSLEY M.B.C.

(2) SEAN ROBERT BONENFANT and GRAHAM FRANK WOOD

(3) STROUD AND SWINDON MORTGAGE COMPANY

AGREEMENT

PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990
RE: 137 HIGHER ROAD, HALEWOOD, KNOWSLEY, MERSEYSIDE

JANET E ORCHARD LL B (Hons)
SOLICITOR
DIRECTOR OF CORPORATE &
CUSTOMER SERVICES
KNOWSLEY MBC
MUNICIPAL BUILDINGS
ARCHWAY ROAD
HUYTON
MERSEYSIDE
L36 9YU

SOLS\DEEDS\KWPJ15\04/11/01/CW