DATED 6th December 2000

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CHRISTOPHER PIERS MARTIN HARRIS

NICOLA KIRSTINE ADAMSON and

LEX TRUST COMPANY LIMITED

And

AMBROSDEN COURT LIMITED

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
Residential development at Rectory Farm
Wennington Road, Abbots Ripton

C Meadowcroft
Head of Legal and Estates
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambridgeshire PE18 6TN

(CenS.CM.SPF.PO 12.99)

THIS AGREEMENT is made the 6th day of December Two thousand

BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one/first part and **CHRISTOPHER PIERS MARTIN HARRIS, NICOLA KIRSTINE ADAMSON and LEX TRUST COMPANY LIMITED** all care of 203 Temple Chambers Temple Avenue LONDON EC4Y 0DB (hereinafter called "the Owner") of the other/second part and **AMBROSDEN COURT LIMITED** of Ambrosden Court Ambrosden Bicester Oxon OX6 0LZ (hereinafter called "the Developer") of the third part

DEFINITIONS:

In this Agreement the following expressions shall have the following meanings :-

"the Act"	means the Town & Country Planning Act 1990 (as amended)
"Affordable Housing Consent"	means the planning permission issued on 1 April 1999 under the planning application number 1772/97 or the planning permission issued on 29 June 2000 under planning application number 01402/99 or any subsequent planning permission granted for the provision of Affordable Housing Units on the Affordable Housing Site
"Affordable Housing Site"	means the land situate at Rooks Grove, Abbots Ripton comprising approximately 0.135 hectares and shown edged blue on the Plan
"Affordable Housing Unit(s)	means the dwellings to be constructed on the Affordable Housing Site intended to provide housing affordable to those people who cannot afford to rent or buy houses generally available on the open market
"the Application"	means the planning application registered on the 23 day of June 2000 under application number 0933/00
"the Development"	means the development of the Land in accordance with the Planning Permission by the erection of 4 dwellings
"the Head of Planning"	means the Head of Planning Services for the time being of the Council or such other officer as the Council may specify

"the Land"	means land situate at Rectory Farm, Wennington Road, Abbots Ripton comprising approximately 0.15 hectares and shown edged red on the Plan
"the Plan"	means the plan annexed hereto
"the Planning Obligations"	means the planning obligations specified in the Schedule hereto
"the Planning Permission"	means permission for the Development granted by the Council pursuant to the Application

WHEREAS:

(1) The Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area within which the Land is situated

(2) The Owner is seised of the Land registered with title absolute at H M Land Registry (together with other land) under title number CB 110272

(3) The Owner and the Developer have entered into a contract for the Developer to acquire the Land conditional upon the grant of the Planning Permission

(4) The Owner is also seised of the Affordable Housing Site which is registered with the absolute (together with other land) under title number CB 110272

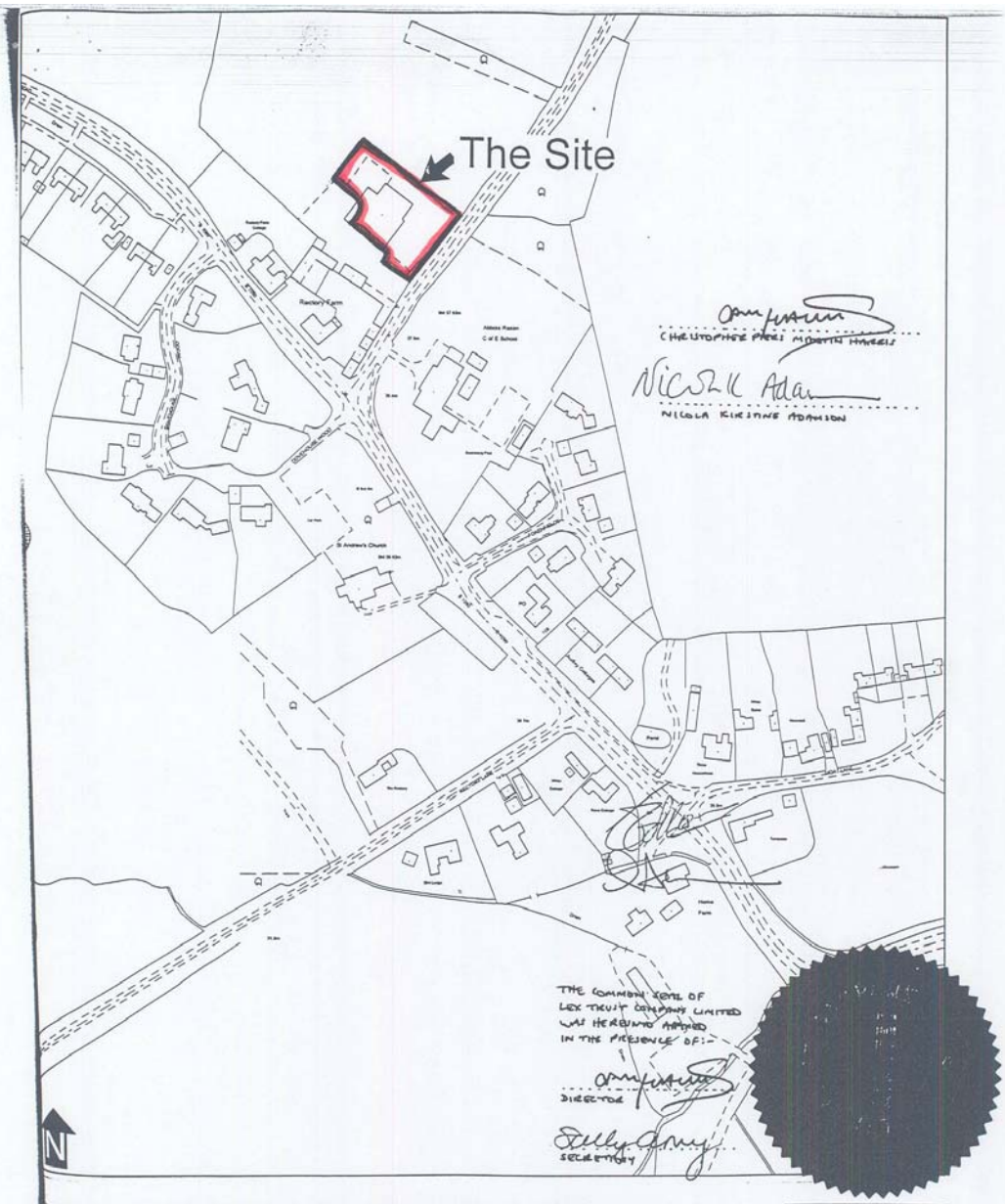
(5) On 1 April 1999 planning permission was issued under planning application 1772/97 for 3 Affordable Housing Units following completion of a Section 106 Agreement dated 23 March 1999 in respect of the Affordable Housing Site

(6) The Developer has submitted the Application to the Council for Planning Permission for the Development

(7) The Council is satisfied that the Development is such as may be permitted by the Council under the Act subject to conditions and subject also to the prior execution of this Deed into which the parties hereto have agreed to enter

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling

WITNESSETH as follows :



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Huntingdonshire District Council

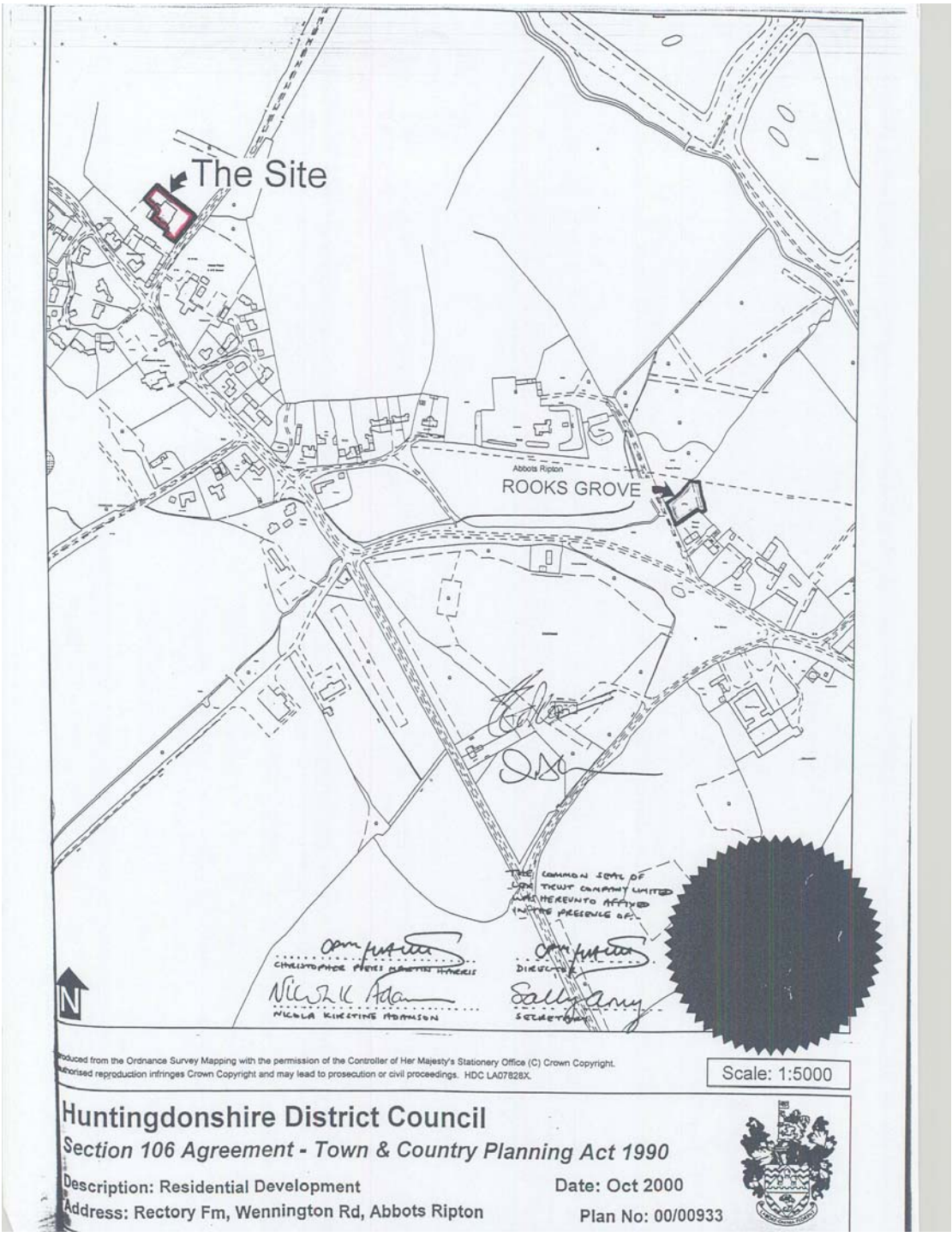
Section 106 Agreement - Town & Country Planning Act 1990

Description: Residential Development

Address: Rectory Fm, Wennington Rd, Abbots Ripton

Date: Oct 2000

Plan No: 00/00933



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Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

Description: Residential Development

Address: Rectory Fm, Wennington Rd, Abbots Ripton

Date: Oct 2000

Plan No: 00/00933

1. **THE** Planning Obligations are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council

2. **THE** Owner and the Developer hereby covenant with the Council

2.1 to observe and perform the Planning Obligations

2.2 to comply with all other provisions covenants and other stipulations contained in this Agreement not being Planning Obligations

2.3 within 21 days of the date of any disposition of any legal interest in the Land or any part thereof to give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred **PROVIDED ALWAYS** that this shall not apply to interest by way of mortgage or legal charge

3. **IT** is agreed and declared

3.1 The expressions "the Council" "the Owner" and "the Developer" shall include their successors in title and assigns

3.2 Wherever the expression "the Owner" or "Developer" includes more than one person then the covenants on the part of the Owner or Developer herein contained shall be deemed to be joint and several

3.3 If the Planning Permission shall expire before the Development has commenced by the carrying out of a Material Operation or is revoked or otherwise withdrawn without the consent of the Owner this Agreement shall thereupon cease to have effect

3.4 The Owner shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

3.5 Nothing herein contained shall prejudice fetter or affect any of the statutory rights powers duties and obligations for the time being vested in the Council as Local Authority and/or District Planning Authority

3.6 The Owner and Developer shall permit any person duly authorised by the Council to enter the Land at any reasonable hour on prior reasonable notice to ascertain whether there is or has been any breach of the Planning Obligations on the part of the Owner and Developer hereunder

3.7 No person or body shall be liable for any breach of covenants restrictions or obligations contained in this Deed occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs.

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

THE SCHEDULE

(Section 106 Planning Obligations)

Not to occupy the Development or any part thereof until the Head of Planning has certified in writing that the Affordable Housing Units have been provided to his reasonable satisfaction on the Affordable Housing Site in accordance with the Affordable Housing Consent.

THE COMMON SEAL of the **HUNTINGDONSHIRE DISTRICT COUNCIL** was annexed to this Deed in the presence of :-)
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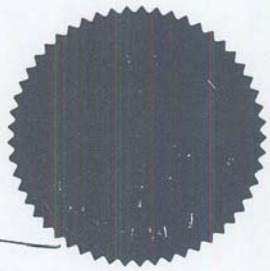
Executive Director of Central Services



THE COMMON SEAL of **AMBROSDEN COURT LIMITED** was annexed to this Deed in the presence of :-)
)
)

Director

Secretary



SIGNED as a Deed and **DELIVERED** by)
the said **CHRISTOPHER PIERS MARTIN HARRIS**)
in the presence of:) _____

ANDRÉE WAKELING
OAK WALK, ST PETER, JERSEY, CHANNEL ISLANDS
SENIOR ADMINISTRATOR

SIGNED as a Deed and **DELIVERED** by)
the said **NICOLA KIRSTINE ADAMSON**) Nicola K Adam
in the presence of:) _____

ANDRÉE WAKELING
OAK WALK, ST PETER, JERSEY, CHANNEL ISLANDS
SENIOR ADMINISTRATOR

THE COMMON SEAL of **LEX TRUST COMPANY LIMITED**)
was annexed to this Deed in the presence)
of :-)

_____
- DIRECTOR

_____
- SECRETARY