DATED 27th January 2003

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

MR DAVID RICHARD JUGGINS

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to Land at Sheep Dip Field,
Wood Grounds Farm, Harris Lane, Wistow
(To secure Revocation of Planning Permission 97/07/80/OUT
and reserved matters approval 01/00977/REM)

C Meadowcroft
Head of Legal and Estates
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambridgeshire PE29 3TN

(CenS.WAS.CPM PO 51)

THIS AGREEMENT is made the 27th day of January Two thousand and Three

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 part and

DAVID RICHARD JUGGINS of Rooks Grove Farm Harris Lane Wistow Huntingdon Cambridgeshire (hereinafter called "the Owner") of the second part

DEFINITIONS:

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

"the Act"	means the Town & Country Planning Act 1990 (as amended)
"the Application"	means the planning application registered on the 8th day of April 2002 under application number 02/00777/FUL
"Commence Development/ Commencement of Development"	means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act
"the Development"	means the development of the Land in accordance with the Planning Permission by the erection of farmhouse at Wood Grounds Farm Harris Lane Wistow Huntingdon Cambridgeshire
"the Existing Planning Permissions"	means Planning Permissions with reference: J336/73 dated 1 October 1973, 81H0410/80 (in outline) dated 16 July 1981; H0096/85 (in outline) dated 21 May 1986; 89/0521 (in outline) dated 30 January 1991; 94/0137 (in outline) dated 19 July 1994; 97/0780 (in outline) dated 12 May 1998; 01/00977/REM (approval of reserved matters) dated 22 June 2001; 01/00376/F73 dated 4 September 2001
"the Existing Planning Agreements"	means Agreements made 12 May 1986 between Huntingdonshire District Council and David Richard Juggins

	and 24 January 1990 made between Huntingdonshire District Council and David Richard Juggins under Section 106 of the Town and Country Planning Act 1990
"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 known as the Sheep Dip Field situate at Wood Grounds Farm Harris Lane Wistow Huntingdon Cambridgeshire comprising approximately 0.57 hectares and shown edged red on the Plan
"the Plan"	means the plan annexed hereto and marked " "
"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 and includes any approval of reserved matters pursuant to an outline permission or any agreed amendments to the Planning Permission

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

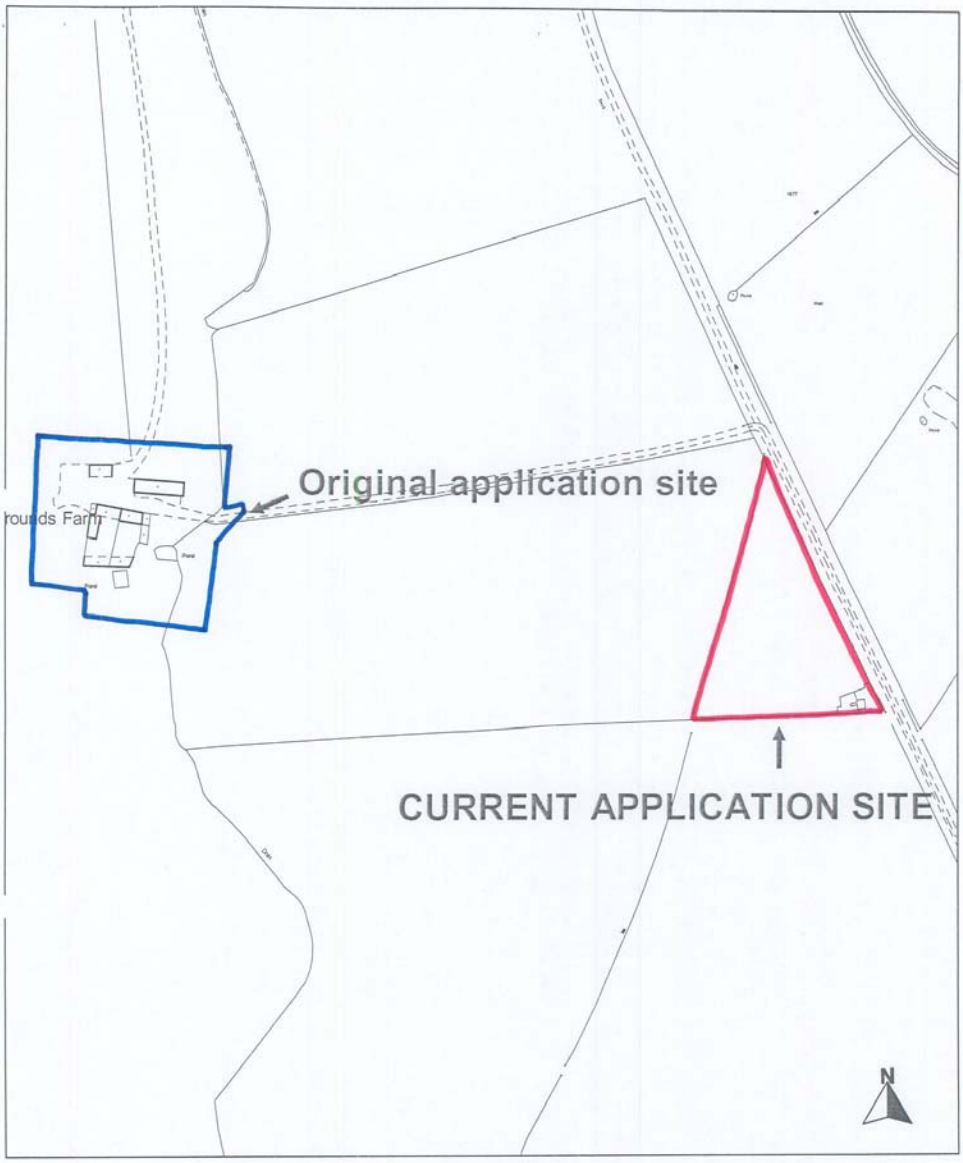
(2) The Owner is seised of the Land for an estate in fee simple in possession free from incumbrances

(3) The Application has been submitted to the Council for Planning Permission for the Development

(4) 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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Scale: 1:2500

Huntingdonshire District Council

Date: August 2002

Section 106 Agreement - Town & Country Planning Act 1990

Description: ERECTION OF DWELLING

Address: LAND AT SHEEP DIP FIELD, HARRIS LANE, WISTOW

Plan No: 02/00777/FUL

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

2. The Planning Obligations are enforceable by the Council

3. **THE** Owner hereby covenants with the Council

3.1 to observe and perform the Planning Obligations

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

3.3 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

3.4 to notify the Council in writing within 14 days thereof of the Commencement of Development

4. **IT** is agreed and declared

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

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

4.3 If the Planning Permission shall expire before the Commencement of Development or is revoked or otherwise withdrawn without the consent of the Owner this Agreement shall thereupon cease to have effect

4.4 The Owner shall pay to the Council on completion of this Agreement the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

4.5 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 Local Planning Authority

4.6 The Owner shall permit any person duly authorised by the Council to enter the Land at any reasonable hour to ascertain whether there is or has been any breach of the Planning Obligations or any other provisions covenants or stipulations hereunder

4.7 That in the event of any delay in making any payment required under this Agreement interest shall be payable on the amount payable at the rate of four per cent per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

4.8 Except where expressly provided to the contrary any approval or consent required under the terms of this Agreement shall not be unreasonably withheld or delayed

4.9 The Existing Planning Agreements shall be deemed discharged upon Commencement of Development of the Land

5. Upon the completion of this Agreement the Council shall grant the Planning Permission in accordance with the Application as soon as reasonably practicable

I N W I T N E S S whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

THE SCHEDULE

(Section 106 Planning Obligations)

1. Not to carry out or cause suffer or permit to be carried out the development authorised by the Existing Planning Permissions

2. In the event of the Council making a Revocation Order under Section 97 of the Act in respect of the Existing Planning Permissions not to make any objection to any such Order nor to claim compensation in respect thereof

THE COMMON SEAL of the **HUNTINGDONSHIRE DISTRICT COUNCIL** was affixed to this Deed in the presence of :-)

Executive Director of Central Services

SIGNED as a Deed and **DELIVERED** by the said **DAVID RICHARD JUGGINS** in the presence of:

Air Commodore M.C.G. Wilson RAF, Retd