[redacted]

BOX 54
DM5075

DATED 19th May 2005

HUNTINGDONSHIRE DISTRICT COUNCIL

-and-

CAMBRIDGESHIRE COUNTY COUNCIL

-and-

BARRATT HOMES 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 on Land at Parkway Hinchingbrooke Huntingdon

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

(CenS.GHA.SPF.L/SA/29)

THIS AGREEMENT is made the 19th day of May Two thousand and five

B E T W E E N the HUNTINGDONSHIRE DISTRICT COUNCIL of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the first part CAMBRIDGESHIRE COUNTY COUNCIL of Shire Hall Castle Hill Cambridge CB3 OAP (hereinafter called "the County Council") of the second part and BARRATT HOMES LIMITED (Co. No. 3018173) whose registered office is at Wingrove House, Ponteland Road Newcastle upon Tyne NE5 3DP (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" means housing affordable to those people who cannot afford to rent or buy houses generally available on the open market including the following types of scheme or any one or combination thereof (it being expressly agreed and declared that this definition is not intended to be exhaustive)

(i) a dwelling let as an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) through the involvement of a Social Landlord at a level of rent not above the Housing Corporations Rent Restructuring Regime prevailing at the time the units comprising of the Affordable Housing Scheme (or relevant part thereof) are transferred to a Social Landlord or the Council in accordance with paragraph 1 to the Schedule or such other guidelines as may be approved by the Council

(ii) any other scheme approved by the Council which addresses its housing need and secures the provision of housing to be available in perpetuity (where legally

permissible) for occupation by persons who by reason of their limited income and/or resources or of some other circumstances have need of such housing

"Affordable Housing Scheme" means a scheme for securing the provision of 29% (for the avoidance of doubt reduced to the nearest whole number) of the total number of residential units in the Development such scheme to identify and/or specify :-

(i) the location of the Affordable Housing Units the type of accommodation

(ii) the persons or categories of person for which the Affordable Housing will be provided particular regard being had to Section 3 of the Huntingdonshire Local Plan Alteration adopted December 2002 (as may subsequently be amended or varied by any alteration to or replacement of the Local Plan) and in particular to Note (iii) following Policy AH 5

(iii) the Social Landlord(s) to be involved in or responsible for operating the scheme; and

(iv) such other information as the Head of Planning may reasonably request

"Affordable Housing Unit" means a Residential Unit provided as Affordable Housing in accordance with the Affordable Housing Scheme

"Affordable Housing Unit Terms" means the terms for the transfer of the Affordable Housing Units comprising of the Affordable Housing Scheme as set out in paragraph 1.7 to the Schedule

"Affordable Housing Specification" means the specification for Affordable Housing approved by the Social Landlord

"Commence Development/ Commencement of" means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section

Development"	56(4) of the Act
"the Development"	means the carrying out of residential commercial and ancillary development on the Land in accordance with the Planning Permission
"the Education Contribution"	means the sum of Three Thousand Three Hundred Pounds (£3,300.00) per Open Market Dwelling (increased by the Indexation Factor)
"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
"Housing Development"	means the total number of Open Market Dwellings and units of Affordable Housing constructed on the Land
"Huntingdon & Godmanchester Market Towns Transport Strategy'	means the measures contained in the document 'Cambridgeshire Local Transport Plan 2004-2011 Appendix 8' and any amendments to it
"Index"	means the Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Price Index (or such other index replacing the same)
"Indexation Factor"	means the factor reflecting any change in the Index in each case calculated from the date of such publication last published prior to 1st January 2005 to the date of such publication immediately preceding the date when the sum to be indexed is payable or (if later) paid or in such other publication replacing the same
"the Land"	means land situate at Parkway Hinchingbrooke Huntingdon comprising approximately 1.8 hectares and shown edged red on the Plan
"Landscaping Belt"	means a landscaping buffer to be provided on the southern boundary of the land adjacent to the Forensic Laboratory site in accordance with paragraph 5 of the Schedule

"Landscaping Belt Contribution"	means a sum of £15,000 per hectare of the Landscaping Belt (increased by the Indexation Factor) to be used for maintenance and other work required for the upkeep of the Landscaping Belt
"Local Shops"	means two retail shops to serve the local community to be constructed on part of the Land not exceeding 0.4 acres with a floor space for unit 1 of approximately 280 square metres and a floor space of approximately 67 square metres for unit 2
"Maintenance Period"	means a period of 12 months after the Open Space or Landscaping Belt has been laid out in accordance with the Planning Permission the Specification and paragraph 2 (open space) or 5 (landscaping belt) to the Schedule
"Open Market Dwelling(s)"	means the Residential Units erected on the Land in accordance with the Planning Permission excluding any Affordable Housing
"Open Space"	means part of or parts of the Land to be laid out as open space in accordance with the Planning Permission and paragraph 2 of the Schedule and encompassing the Play Equipment within the area of such open space the area of such to be calculated in accordance with the requirements of Policy R7 of the Huntingdonshire Local Plan (or any amendments to or variation thereof) together with general amenity areas serving the development
"Open Space Maintenance Contribution"	means the sum of £36,000 per hectare of Open Space (increased by the Indexation Factor) to be used for the maintenance and other work required for the upkeep of the Open Space
"the Plan"	means the plan annexed hereto and marked "Site Location Plan"
"the Planning Obligations"	means the planning obligations specified in the Schedule hereto

"the Planning Permission"	means permission for the Development (Application Number 01/02549/HDC) granted by the Council on 7th January 2002 as amended by permission (Application Number 0403190S73) granted on 22nd December 2004
"Play Equipment"	means 1 no. LEAP comprising a minimum 5 items of play equipment (or such other number of play areas and/or combination of play equipment of equivalent value as may be specified by the Head of Planning) to be provided on the Open Space in accordarce with the Specification and the NPFA's 6 Acre Standard (2001) or any successor document or standard current at the time the Play Equipment is provided the cost of such Play Equipment (including installation) being to an approximate value of £36,000 (increased by the Indexation Factor)
"Play Equipment Maintenance Contribution"	means the sum of £9,500 (increased by the Indexation Factor) to be used for the maintenance and other work required for the upkeep of the Play Equipment
"Purchase Price"	means:- for a 2 bedroomed 4 person house £53,321.00 per Affordable Housing Unit; for a 3 bedroomed 5 person house £59,388.00 per Affordable Housing Unit; for a 4 bedroomed 6 person house £69,993.00 per Affordable Housing Unit; for a 2 bedroomed 3 person bungalow £55,486.00 per Affordable Housing Unit; for a 2 bedroomed flat £45,616.00 per Affordable Housing Unit increased in each case by any change in the General Index of Retail Prices of All Items published by the Office for National

	Statistics (or in such other publication replacing the same) calculated from the date of this Agreement to the date of such publication immediately preceding the date on which the Purchase Price is paid
"Residential Unit"	means a dwellinghouse or flat
"Scheme Development Standards"	means the essential items referred to in the published requirements and recommendations of the Housing Corporation for quality of housing probity and procurement and procedural compliance as described in the Housing Corporation Publication "Scheme Development Standards" (5th Edition) published in August 2003) or any amendment thereto or replacement thereof which is current at the date the units comprising of the Affordable Housing Scheme (or relevant part thereof) are transferred to a Social Landlord or the Council in accordance with paragraph 1 to the Schedule
"Social Landlord"	means a registered social landlord within the meaning of Part 1 of the Housing Act 1996
"the Specification"	means the specification annexed hereto and marked "Huntingdonshire District Council Standard Specification for the Construction and Maintenance of Landscaped and Equipped Play Areas for Adoption by the District Council" dated September 2003
"Transportation Contribution"	means the sum of £2000.00 per Residential Unit within the Housing Development (increased by the Indexation Factor)
"Town Council"	means Huntingdon Town Council

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 Developer is seised of the Land pursuant to a Conveyance dated the 22nd day of March 1974 made between Huntingdon and Peterborough County Council (1) and Huntingdon District Council (2)

(3) The County Council is the Local Education and also a Local Planning Authority for the area within which the Land is situated.

(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 :

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

2. The Planning Obligations in the Schedule hereto are enforceable by the Council and the County Council

3. The Developer hereby covenants with the Council and the County 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 and the County 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 a disposal of any interest by way of mortgage or legal charge or to the freehold sale or long lease to a bona fide purchaser of a single Open Market Dwelling comprised in the Development or the disposal of any land to a public utility provider for operational purposes

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

4. **IT** is agreed and declared

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

4.2 Wherever the expression "the Developer" includes more than one person then the covenants on the part of the Developer 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 Developer this Agreement shall thereupon cease to have effect and at the written request of the Developer the Council shall cancel any entry made in any Land Charges or Land Registry register

4.4 The Developer shall pay to the Council and the County Council on the execution of this Deed the reasonable legal costs properly incurred by the Council and the County 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 or County Council as Local Authority and/or Local Planning Authority

4.6 The Developer shall permit any person duly authorised by the Council and the County Council to enter the Land at any reasonable hour to ascertain whether there is or has been any breach of the Planning Obligations herein contained

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 three 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 Any bona fide purchaser and/or occupier of a single Open Market Dwelling erected on the Land and the provider of any public utility service shall not be bound by Planning Obligations

4.9 Except as expressly provided to the contrary any approval or consent required under the terms of this Agreement shall not be unreascnably withheld or delayed

4.10 No person or body shall be liable for any breach of the 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 Provided That proper notice has been given in accordance with clause 3.3

4.11 In the event of a dispute between the parties arising in connection with this Agreement (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the parties agree that the matter in dispute will on the application of either of them be referred to a Surveyor acting as an expert (hereinafter referred to as the "Expert") (being a member of the Planning Division of the RICS with not less than ten years' recent experience in the field of town and country planning and development) whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of either party and it is further agreed that –

(a) the determination of the Expert will be final and binding on the parties save in the case of manifest error

(b) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct and

(c) the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Experts' costs.

4.12 With the exception of clause 4.4 the Developer shall not be liable under this Deed unless and until it completes the purchase of the Land or any part thereof or otherwise carries out the Development

4.13 It is hereby acknowledged and agreed that the County Council may at its sole discretion on or at any time after completion of this Planning Obligation commence the provision of or provide (in whole or in part) any of the infrastructure or facilities referred to in this Agreement notwithstanding that the trigger point for payment of the relevant contribution

shall not have risen and the Developer shall pay the relevant contribution in accordance with the provisions of this Agreement so as to reimburse the County Council the costs incurred both prior (if any) and subsequent to such trigger point but not exceeding the relevant contribution **PROVIDED THAT** the County Council hereby covenants that it shall if requested by the Developer supply a statement of account to the Developer as to how the relevant contribution has been spent within 2 months of receipt of such request

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)

1. Affordable Housing

1.1 Not to Commence Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Head of Planning

1.2 The Affordable Housing shall not be occupied other than in accordance with the approved Affordable Housing Scheme or such other scheme as may subsequently be approved by the Head of Planning

1.3 The Affordable Housing shall comply with the Scheme Development Standards

1.4 Not more than 30% of the Open Market dwellings shall be occupied until at least eight of the Affordable Housing Units have been constructed and transferred on the Affordable Housing Unit Terms

1.5 Not more than 60% of the Open Market dwellings shall be occupied until at least 50% of the remainder of the Affordable Housing Units have been constructed and transferred on the Affordable Housing Unit Terms

1.6 Not more than 90% of the Open Market dwellings shall be occupied until 100% of the Affordable Housing Units have been constructed and transferred on the Affordable Housing Unit Terms

1.7 Each Affordable Housing Unit shall

1.7.1 be constructed in accordance with the Affordable Housing Specification

1.7.2 be transferred with good and marketable freehold title (or if a flat by way of long lease for 125 years at a ground rent of £1) in consideration of the Purchase Price to the Social Landlord approved by the Council in accordance with the Affordable Housing Scheme

1.7.3 as at the date of transfer:-

1.7.3.1 be provided up to the boundary of the Affordable Housing Unit with an adoptable road access subject to an Agreement under Section 38 of the Highways Act 1980 or a highway layout to the satisfaction of the Local Planning Authority; and

1.7.3.2 be connected to adoptable public sewers and drains subject to an Agreement under Section 104 of the Water Industry Act 1991; and

1.7.3.3 be connected to access to water electricity gas telephone and other common services with sufficient capacity to serve the units comprising of the Affordable Housing Scheme

PROVIDED THAT if it has not been possible to complete such Agreement or Agreements as specified in paragraphs 1.7.3.1 and 1.7.3.2 by the time of such transfer then the Developer covenants to use all reasonable endeavours to enter into such Agreements as soon as possible thereafter and will maintain the estate roads and foul and surface water sewers at its own expense pending adoption

1.8 The obligations contained in this Schedule shall not be binding against

1.8.1 a person acquiring a Residential Unit of Affordable Housing pursuant to any form of statutory right to acquire then binding upon the owner of the units comprising of the Affordable Housing Scheme; or

1.8.2 a lessee of a Residential Unit of Affordable Housing under a shared ownership lease (if any) who has taken a transfer of the freehold reversion of that lease or a purchaser from or a mortgagee of the lessee of that unit

2 Open Space

2.1 Commencement of Development shall not take place until a plan showing the Open Space (including the Play Equipment) has been submitted to and approved by the Head of Planning in writing

2.2 Not more than 30 of the Open Market Dwellings shall be occupied until the Open Space and Play Equipment have been laid out and available for use in accordance with the plan approved under clause 2.1 to this Schedule and in accordance with the relevant parts of the Specification to the satisfaction of the Council

2.3 After the Open Space and Play Equipment have been laid out in accordance with 2.2 to this Schedule they shall thereafter be maintained by the Developer for the Maintenance Period to the satisfaction of the Council

2.4 Not earlier than two months prior to the expiry of the Maintenance Period the Developer shall request the Council in writing to inspect the Open Space and Play Equipment and shall following such inspection carry out such remedial works to the Open Space (including the replacement of any dead or dying trees or shrubs) and the Play Equipment as are required by the Council by the expiration of the Maintenance Period

2.5 At the expiration of the Maintenance Period the Developer shall offer to transfer the Open Space including the Play Equipment to the Council for a consideration of One Pound together with all rights and easements necessary for the maintenance and public use thereof and shall without delay use its best endeavours to effect such transfer

2.6 Not later than the transfer of the Open Space and the Play Equipment in accordance with the preceding paragraph the Developer shall pay to the Council the Open Space Contribution and the Play Equipment Maintenance Contribution to cover the future costs of maintaining the Open Space and Play Equipment

2.7 If the Council shall so direct the Developer shall transfer the Open Space and Play Equipment under paragraph 2.5 of this Schedule and shall pay the Open Space Contribution and the Play Equipment Contribution payable under paragraph 2.6 of this Schedule to the Town Council

2.8 Subject to the Developer complying with paragraphs 2.1 to 2.6 to this Schedule the Council agrees to accept the transfer of the Open Space and Play Equipment (or secure their acceptance by the Town Council) on the terms and conditions herein contained **PROVIDED** always that the Open Space so transferred shall not be used for a purpose other than public open space/amenity land/play area

3 Education Contribution

3.1 Not to Commence Development until the Education Contribution has been paid to the County Council

3.2 The County Council covenants that the Education Contribution shall be used solely for education facilities in Huntingdon serving the Development

3.3 If the Education Contribution or any part thereof is not expended in accordance with paragraph 3.2 above within a period of five years from its receipt by the County Council the Education Contribution or such part thereof which is not expended shall be repaid to the Developer upon receipt of a written demand to the County Council from the Developer together with simple interest thereon calculated at the National Westminster Bank Plc base lending rate prevailing from time to time for the period the date the Education Contribution is received to the date of repayment **PROVIDED ALWAYS** that if before the expiry of the said five year period there is any contract or contracts in existence (including for avoidance of doubt any provision of works or services by the Council's or County Council's direct service organisation) relating to the provision of the improvements to which the Education Contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said five year period any sum to be repaid to the owner shall be repaid following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said improvements pursuant to such contract or contracts

4 Huntingdon and Godmanchester Market Towns Transport Strategy

4.1 Not more than 30 Open Market Dwellings shall be occupied until the Transportation Contribution has been paid to the County Council

4.2 The Transportation Contribution shall be employed for the advancement of the Huntingdonshire Market Towns Transportation Strategy

4.3 If the Transport contribution or any part thereof is not expended in accordance with paragraph 4.2 above within a period of ten years from its receipt by the County Council the Transport Contribution or such part thereof which is not expended together with any interest thereon shall be repaid to the Developer on receipt of a written demand to the County Council from the Developer together with interest at the National Westminster Bank Plc base lending rate accrued from the date of its receipt by the County Council on a daily basis until such sum is repaid in full **PROVIDED ALWAYS** that if before the expiry of the said ten year period there is any contract or contracts in existence (including for avoidance of doubt any provision of works or services by the Council's or County Council's direct service organisation) relating to the provision of the improvements to which the Transportation Contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Developer shall be repaid following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said improvements pursuant to such contract or contracts

5 Landscaping Belt

5.1 Not to Commence Development unless and until details of the Landscaping Belt have been submitted to and approved in writing by the Head of Planning

5.2 Not to occupy the Housing Development until the Head of Planning has certified in writing that the scheme to provide the Landscaping Belt approved under paragraph 5.1 to this Schedule has been carried out to his satisfaction ; and

5.3 After the Landscaping Belt has been provided in accordance with paragraph 5.2 to this Schedule it shall be maintained by the Developer for the Maintenance Period to the satisfaction of the Council

5.4 The provisions in paragraphs 2.4 to 2.8 (inclusive) to this Schedule relating to the inspection and transfer of the Open Space and payment of the Open Space Contribution

shall apply to the Landscaping Belt as if the provisions were set out hereafter in full with reference to "Open Space" being replaced by "Landscaping Belt" and with references to "Open Space Contribution" being replaced by "Landscaping Belt Contribution"

6 **Local Shops**

6.1 Not to Commence Development unless and until details of the Local Shops including the location have been submitted to and approved in writing by the Head of Planning

6.2 Not more than 30 Open Market Dwellings shall be occupied until the Local Shops have been completed and ready for occupation to the reasonable satisfaction of the Head of Planning

The COMMON SEAL of the HUNTINGDONSHIRE)
DISTRICT COUNCIL was affixed to this Deed in)
the pres[redacted])



DIRECTOR OF CENTRAL SERVICES

The COMMON SEAL of the CAMBRIDGESHIRE)
COUNTY COUNCIL was affixed to this Deed in)
th[redacted]



AUTHORISED SIGNATORY

EXECUTED as a **DEED** on behalf of **BARRATT HOMES LIMITED** by [redacted] AND [redacted] in exercise of the powers conferred on them by a Power of Attorney dated ~~14th December 2004~~ 31st March 2005.

[redacted]



SITE PLAN *NOT TO SCALE* H-274A

RESIDENTIAL DEVELOPMENT LAND
PARKWAY, HINCHINGBROOKE,
HUNTINGDON, CAMBS

PLAN REPRODUCED FROM THE ORDNANCE SURVEY WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE, CROWN COPYRIGHT ES 74878E PLAN(S) FOR IDENTIFICATION PURPOSES ONLY

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