~~DM 155/5095~~

DATED 5th SEPTEMBER 2005

BOX 55
DM5096

HUNTINGDONSHIRE DISTRICT COUNCIL

- and –

CAMBRIDGESHIRE COUNTY COUNCIL

- and –

HUNTINGDON TWO LTD

and

HSBC BANK PLC

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 in relation to Land off Ullswater and Handcrofts Lane, Huntingdon

(For provision of Affordable Housing; provision and maintenance of open space and play equipment and Education Contribution).

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

(CenS.WAS.MAW.L/PO/30)

THIS AGREEMENT is made the 5th day of September Two thousand and five **BETWEEN** the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon Cambridgeshire PE29 3TN (hereinafter called "the Council") of the first part and **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, Cambridge CB3 OAP (hereinafter called "the County Council) of the second part and **HUNTINGDON TWO LTD** (Company Number 1058908) of registered office Hilton Chambers, 15 Hilton Street, Manchester MI IJL (hereinafter called "the Owner") of the third part and **HSBC Bank plc** (Company Number 14259) of Birmingham Securities Processing Centre, PO Box 8042, Birmingham B2 4NQ (hereinafter called "the Mortgagee") of the fourth 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 the following types of scheme or any one or combination thereof being affordable for the purposes hereof (it being expressly agreed and declared that this definition is not intended to be exhaustive) (i) a dwelling let on 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 at the time of the transfer of the Affordable Housing Units not more than the Housing Corporation Restructured Rent Level or such other guidelines as may be approved by the Council (ii) a dwelling for sale on a shared ownership basis with a restriction but not a prohibition on the right of the lessee to acquire full ownership; or

(iii) any other scheme approved by the Council which addresses it's 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 and cannot afford to rent or buy housing generally available on the open market

"Affordable Housing Scheme" means a scheme which addresses the priority housing need identified by the Council and which secures the provision of not less than 24 units of Affordable Housing or a number equal to 29% of the housing units on the Development (whichever is greater) such scheme to identify and/or specify (inter alia):-

(i) the location or locations of the Affordable Housing

(ii) the type of accommodation and form of tenure

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

(iv) the persons or categories of person for which the Affordable Housing will be provided particular regard being made to the categories of person referred to in the policies (AH1-AH5) referred to in the Local Plan Alteration adopted on 16 December 2002 (as may be subsequently amended or varied by any alteration to or replacement of the Local Plan)

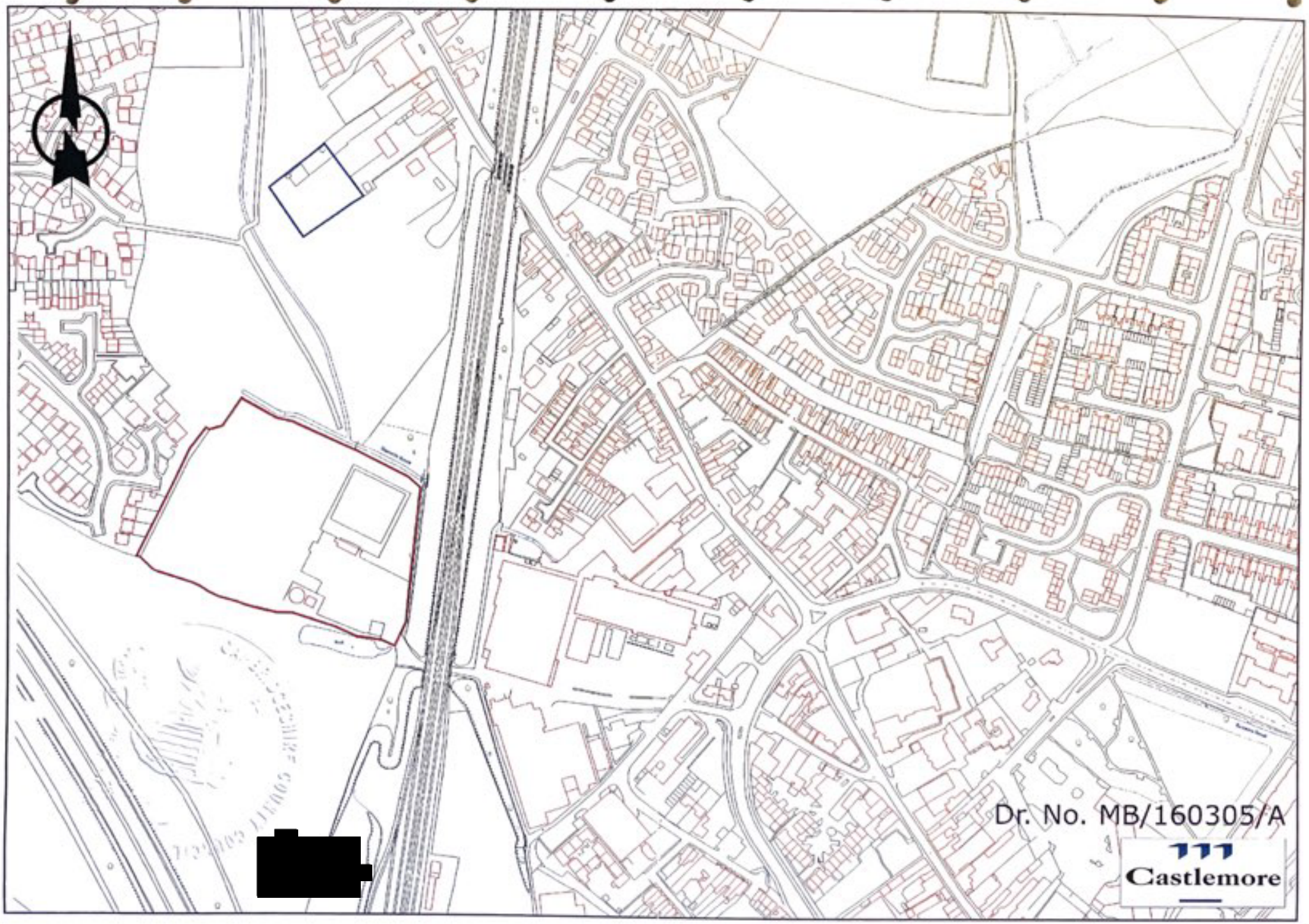
(v) the manner in which the Affordable Housing is to be secured in perpetuity (where legally permissible)

(vi) written confirmation from the Social Landlord concerned that it has agreed terms with the Owner for the provision of the Affordable Housing (and for the avoidance of doubt these terms shall include at the sole option of the Owner confirmation of whether construction of the Affordable Housing Units is to be

	conducted by the Owner or a third party acting on behalf of the Owner)
	(vii) such other information as the Head of Planning may reasonably request
"Affordable Housing Units"	means the dwellings identified in the Affordable Housing Scheme for the provision of Affordable Housing
"Affordable Housing Terms"	means the terms for the transfer of the Affordable Housing Units specified in the Schedule
"Application"	means the planning application registered on the 29 day of August 2000 under application number 00/01451/0UT
"Base Highways Contribution"	means the figure calculated by £2,000 (two thousand pounds adjusted in accordance with the proportional change in the Royal Institute of the Chartered Surveyors Building Cost Information Service All In Tender Price Index during the period calculated from the date of this Agreement to a date one month before payment of the Net Highways Contribution to the County Council is made) multiplied by the number of Dwellings
"Commencement of Development"	means the implementation of the Planning Permission by the carrying out of a Material Operation
"Construction Costs"	means the reasonable cost of constructing the Affordable Housing described in the Affordable Housing Scheme together with builders profit as agreed between the Social Landlord and the Owner both acting reasonably
"Development"	means the development of the Land in accordance with the Planning Permission by demolition of existing buildings and redevelopment for residential purposes to include 29% affordable housing

"Dwelling(s)"	means the dwelling(s) to be constructed on the Land in accordance with the planning Permission excluding those in the Affordable Housing Scheme (except where otherwise stated)
"Education Contribution"	means the sum of £120,000 (One hundred and Twenty Thousand Pounds) to be paid by the Owner to the County Council **provided always** that the Education Contribution shall be adjusted in accordance with the proportional change in the Royal Institute of the Chartered Surveyors Building Cost Information Service All In Tender Price Index during the period calculated from the date of this Agreement to a date one month before payment of the said sum to the County Council is made.
"Flood Alleviation Land"	means the land (the primary purpose of which is the alleviation of flood risk to the Development) comprising title number CB295148, shown edged blue on the Plan
"Flood Alleviation Maintenance Contribution"	means £5,000 (five thousand pounds) linked to the Index for the maintenance of the Flood Alleviation Land
"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
"Highways Deduction"	means the total cost of infrastructure constructed by or at the cost of the Owner which for the purposes of calculation of the Net Highways Contribution shall be a maximum of the agreed sum of £17,000 (seventeen thousand pounds) adjusted in accordance with the proportional change in the Royal Institute of the Chartered Surveyors Building Cost Information Service All In Tender Price Index during the period calculated from the date of this Agreement to a date one month before payment of the Net Highways Contribution to the County Council is made
"the Index"	means the Retail Prices Index – (All Items) (RPI) included in the Monthly Digest of Statistics published by the Stationery Office

"Land"	means land situate off Ullswater and Handcrofts Lane, Huntingdon, Cambridgeshire, comprising approximately 2.23 Hectares, comprising part of title number CB271294, and shown edged red on the Plan
"the Legal Charges"	means the charges dated the 21 day of December 2004 (in respect of the Land) and 17 June 2005 (in respect of the Flood Alleviation Land) made between the Owner (1) and the Mortgagee (2)
"Open Space Maintenance Contribution"	means £36,000 (Thirty Six Thousand Pounds) per hectare of open space on the Land linked to the Index towards the maintenance of open space
"Material Operation"	means a material operation as defined by Section 56(4) of the Act
"Net Highways Contribution"	means the Base Highways Contribution less the Highways Deduction
" Plan"	means the plan annexed hereto and marked 'A'
" Planning Obligations"	means the planning obligations specified in the Schedule hereto
" 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
"Play Equipment Contribution"	means £36,000 (Thirty Six Thousand Pounds) linked to the Index for play equipment for a children's play area to be provided on Public Open Space on site on the Land
"Play Equipment Maintenance Contribution"	means £9,500 (Nine Thousand and Five Hundred Pounds) linked to the Index for the maintenance of play equipment for the children's play area to be provided on site on the Land
"Purchase Price"	means the sum of £1 for either the unencumbered freehold interest; or the long leasehold interest for a term of 999 years


Dr. No. MB/160305/A
Castlemore

	plus if the owner elects to construct the affordable housing, the Construction Costs
"Scheme Development Standards"	means the published requirements and recommendations of the Housing Corporation for quality of housing, probity of procurement and procedural compliance current at the date the Planning Permission is granted
"Social Landlord"	means a registered social landlord within the meaning of Part 1 of the Housing Act 1996 and who is on the Council's list of approved developing registered social landlords

WHEREAS:

(1) The Council is the Local Planning Authority for the purposes of Section 106 of the Act and the County Council is the Local Education Authority and also a Local Planning Authority for the purposes 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 (subject to the Legal Charges but otherwise) 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

(5) This Agreement is intended to secure (inter alia) the provision of :

(a) not less than 24 units of Affordable Housing or a number equal to 29% of the total housing units on the Development whichever is greater

(b) the Open Space Maintenance Contribution

(c) open space as part of the Development and to make arrangements for the dedication and transfer of an area of land (in a suitably prepared condition) with a

minimum area of 0.7 hectares as Public Open Space(comprising 0.57 hectares for leisure and recreation for adults and youth and 0.13 hectares for an equipped children's play space)

(d) The Play Equipment Maintenance Contribution

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 :

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

1.2 **THE** Planning Obligations in Part I and Part II in the Schedule are enforceable by the Council and those contained in Part III and Part IV of the Schedule are enforceable by the County Council

1.3 **THE** Owner hereby covenants with the Council and the County 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 or to the disposal of any individual Dwelling

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

3 IT is agreed and declared

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

3.2 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

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 and the County Council respectively the reasonable legal costs incurred by the Council and the County 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 or the County Council as Local Authority and/or Local Planning Authority

3.6 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 on the part of the Owner hereunder

3.7 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

3.8 That the Council may (at its discretion) agree to waive or reduce any of the timescales specified in the Schedule

3.9 Any bona fide purchaser and/or occupier of a single private dwelling house erected on the land shall not be bound by the Planning Obligations or the other provisions of this Agreement save in connection with the Affordable Housing provided as part of the Affordable Housing Scheme.

3.10 No person or body shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after they have parted with their interest in the Land or the part in respect of which such breach occurs

3.11 The Owner hereby acknowledges and agrees that the County Council may at its sole discretion on or at anytime after completion of this Planning Obligation commence the provision or provide (in whole or in part) the education facilities referred to in Part III of the Schedule to this Agreement notwithstanding that the trigger point for payment of the sum specified in Part III of the Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the said specified sum in accordance with the provisions of this Agreement so as to reimburse the County Council the costs incurred (if any) prior to such trigger point.

3.12 In the event of any dispute or difference arising out of this Agreement other than a dispute or difference relating to a question of law or upon the interpretation of this Agreement the same shall be referred to an expert ("the Appointed Expert") to be agreed between the parties and being an experienced Planning and Development Surveyor with relevant experience and a member of Royal Institution of Chartered Surveyors or in the event of failure to agree on the application of any party hereto appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

The Appointed Expert shall:

(a) afford to each of the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs submissions upon another's representations

(b) be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances

(c) be bound to have regard to such representations

(d) have the power of making directions as to the responsibility for the costs of his/her award

(e) in the making of his/her award not be liable save to the extent in law as provided in relation to the decisions of an expert

(f) make awards which are final and conclusive as between the parties to such dispute (except that such award shall not remove the parties' rights of appeal on matters of law) and

(g) be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function such fresh appointee to be appointed in the manner prescribed in this clause 3.12

4 The Council hereby covenants with the Owner to permit the Owner (its agents, employees and/or contractors) at no cost:

4.1 to have access at all times with or without vehicles over land owned or controlled by the Council for all purposes in connection with the laying out of the Flood Alleviation Land; and

4.2 to conduct works on land owned or controlled by the Council for the purpose of maximising the effectiveness of the Flood Alleviation Land (such works to be agreed by the Council acting reasonably).

5 The Mortgagee hereby consents to the Owner entering into this Agreement to the intent that its interest in the Land and the Flood Alleviation Land shall be bound by the provisions of this Agreement but so that the Mortgagee shall have no personal liability under the obligations contained in this Agreement unless it at any time carries out any part of the Development

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)

PART I - AFFORDABLE HOUSING

1.1 Commencement of Development shall not take place until the Affordable Housing Scheme has been submitted to and approved in writing by the Head of Planning

1.2 No Dwelling(s) shall be occupied unless and until the Affordable Housing Units or the site for their construction have been transferred at the Purchase Price to a Social Landlord or the Council on the terms specified in paragraph 3 to this Schedule by either (at the election of the council):

1.2.2 grant of a long leasehold interest for a term of 999 years *(subject to reasonable terms to be agreed by the Owner and the prospective lessee both acting reasonably)* and which for the avoidance of doubt shall not include ground rent

1.2.3 transfer of the unencumbered freehold interest

PROVIDED THAT in the event that the Council elect for a freehold transfer of the land on which Affordable Housing Units are to be constructed then the Dwellings may be occupied following completion of such freehold transfer.

2 The construction of the Affordable Housing shall comply with Scheme Development Standards

3 The Affordable Housing Units or site shall be transferred at the Purchase Price and be provided with:

3.1.1 an adoptable road access subject to an Agreement under Section 38 of the Highways Act 1980; and

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

3.1.3 access to electricity gas telephone and other common services

3.1.4 and shall be sufficient in extent for the erection of the Affordable Housing in the approved Affordable Housing Scheme including (without prejudice to the generality of the foregoing) adequate curtilage parking spaces walkways gardens and other normal domestic facilities

PART II – PROVISION OF LEISURE AND RECREATION FACILITIES

1 Not to Commence the Development by the carrying out of a Material Operation unless and until a landscaping scheme (hereinafter called "the Landscaping Scheme") complying with the Huntingdonshire District Council's Standard Specification for the Construction and Maintenance of Landscaped and Equipped Play Areas set out in Annex 1 hereto has been submitted to and approved by the Head of Planning in accordance with this Schedule and a Supplemental Agreement (if any) completed in accordance with paragraph 3 of this part of the Schedule

2 The Landscaping Scheme which may include for phasing of the Development shall include (inter alia)

(a) a detailed layout design specification and programme of works for laying out both the areas which will be dedicated as public open space (hereinafter called "the Public Open Space") in accordance with this Agreement and the remaining open and landscaped areas which will not be so dedicated; and

(b) a detailed layout design specification and programme of works for laying out the Flood Alleviation Land in accordance with this Agreement; and

(c) a detailed timetable within which the Landscaping Scheme will be completed and the Public Open Space and the Flood Alleviation Land be transferred to the Council (or its nominee) which shall be linked to the

construction and occupation of fifty per cent of the Dwellings permitted as part of the Development or that phase of it

3 The Landscaping Scheme and detailed timetable agreed in accordance with the preceding paragraph shall if so required by the Council be embodied into a Supplemental Agreement to this Planning Obligation with the intent that the requirements undertakings and covenants contained therein shall be binding on the Land.

4 The Public Open Space and Flood Alleviation Land shall be laid out in accordance with the Landscaping Scheme to the reasonable satisfaction of the Head of Planning who shall forthwith provide certificates accordingly to the Owner and shall be maintained thereafter for a period of 12 months (hereinafter called "the maintenance period")

5 Immediately after the expiry of the maintenance period and subject to any defects in the works being made good and any dead or dying trees and shrubs being replaced the Owner will offer to transfer and the Council (or its nominee) will accept the Public Open Space and the Flood Alleviation Land by way of gift and at no expense to the Council (or its nominee) for use solely as public open space and land for the alleviation of flood risk together with all rights and easements necessary for the maintenance and public use thereof and such offer shall remain open for acceptance for at least twelve months

6 No later than the transfer of the Public Open Space in accordance with the preceding paragraph the Owner shall pay to the Council (or its nominee) the Play Equipment Maintenance Contribution which sum shall be on the date of this Agreement £9,500 (Nine Thousand and Five Hundred Pounds) adjusted thereafter in accordance with the proportional change in the Index from the date of this Agreement to the date one month before payment is made

7 Not to permit more than Fifty per cent of the Dwelling(s) comprised in the Development to be occupied until the Open Space Maintenance Contribution and the Play Equipment Contribution and the Flood Alleviation Maintenance Contribution have been paid to the Council (or its nominee)

PART III – EDUCATION CONTRIBUTION

1. No Dwellings comprised in the Development shall be occupied until the Education Contribution has been paid by the Owner to the County Council to be used by the County Council for the purpose of improving secondary education facilities serving the Huntingdon catchment area

PART IV – HIGHWAYS CONTRIBUTION

1 No Material Operation shall take place until the Net Highways Contribution has been paid by the Owner to the County Council to be used by the County Council for the purpose of schemes contained in the Huntingdon and Godmanchester Market Town Strategy or any amendment thereof or replacement thereto.

2 No Commencement of Development shall take place unless and until a scheme detailing the footpath/cycleway connection to the north of the site has been submitted to and approved by the Head of Planning.

3 The approved footpath/cycleway connection scheme shall be completed prior to the Commencement of Development (or such other date or phase of development as is agreed between the Owner and the Head of Planning).

4 The Owner shall meet the cost of the approved footpath/cycleway scheme and, irrespective of such actual cost, shall not deduct a sum greater than £17,000 (seventeen thousand pounds) (index linked as per the defined term "Highways Deduction") from the Base Highways Contribution.

Annex 1

Huntingdonshire District Council's Standard Specification for the Construction and Maintenance of Landscaped and Equipped Play Areas

HUNTINGDONSHIRE DISTRICT COUNCIL

Directorate of Commerce & Technology

Community Services



Standard Specification for the Construction & Maintenance of Landscaped and Equipped Play Areas for Adoption by the District Council

Parks & Open Spaces
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambs
PE29 3TN

January 2005

HUNTINGDONSHIRE DISTRICT COUNCIL

DIRECTORATE OF COMMERCE & TECHNOLOGY

COMMUNITY SERVICES

STANDARD SPECIFICATION FOR THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPED AREAS FOR ADOPTION BY THE DISTRICT COUNCIL

SECTION 1.0 - SEED AND SEEDING

GENERALLY

1.1 Operations shall be planned for the sowing of grass seed in the spring or late summer, i.e. from the beginning of April to mid May, or from the beginning of August to the end of September. Grass seed shall in no circumstances be sown in conditions of extreme drought.

PREPARATION

1.2 All areas to be sprayed with Roundup total herbicide or similar approved, in strict conformity to the manufacturer's recommendations and MAFF safety instructions.

Relieve compaction of subsoil as necessary.

All areas to be seeded shall be cultivated to a minimum depth of l50mm and all large stones, perennial weeds, roots and alien materials are to be removed to Developer's/Contractor's own tip.

TOPSOIL

1.3 All topsoil shall be carefully conserved and additional topsoil shall be incorporated where necessary to provide a minimum depth of 150mm after re-levelling.

Where additional topsoil is found to be necessary, this shall be imported, and will conform to BS 3882 (1994), general-purpose grade. It shall be free from perennial weeds and rubbish and shall be of good fertile quality with a humus and fibre content and be of medium texture, which shall be spread evenly over the site.

LEVELLING

1.4 Topsoil level shall be at least 50mm above adjoining paving to allow for shrinkage and 150mm below the damp proof course level of buildings, after reasonable consolidation. Areas shall be levelled to remove all heights and hollows so they drain to the existing paving. The gradient shall not be steeper than 1 in 4.

DRAINAGE

1.5 Where necessary provision shall be made to take surface water from damp patches and ponding hollows by means of land drains.

SEED BED PREPARATION

1.6 Cultivate all areas to produce a reasonably fine tilth, relieve all compaction through the full depth of topsoil, rake in transverse directions, and keep areas free from weeds until the

time of sowing grass seed. Cultivation shall be carried out in such a manner that the area to be landscaped shall be cultivated by carrying out four operations, the second and fourth operation shall be transverse to the first and third.

Stone pick the area and remove all large surface stones over 40 mm in size and cart away to Developer's/Contractor's tip.

FERTILIZER

1.7 Where topsoil is considered to be of poor quality a granular pre-seeding base fertiliser shall be incorporated into the topsoil spread at the manufacturers recommended rate approximately 5 days before the sowing of grass seed.

Fisons P.S.5 satisfies the Specification.

GRASS SEED

1.8 Grass mixture seed shall be appropriate to the future use of the area. This will cover general landscaped areas, sports pitches, reclaimed areas, hay meadows, wild flora areas etc. The developer shall submit his suggested mixture and seed producer/manufacturer to the Parks Manager for approval.

British Seed Houses, Barenburg and Mommersteeg mixtures satisfy the Specification.

Seed shall be sown at the rate of 36gm/sq.m or as recommended by the approved producer of the agreed mixture. Divide the quantity of seed in half, each half being sown evenly in transverse directions and lightly raked in and lightly rolled with a suitable roller.

ORIGIN OF SEED

1.9 The Developer/Contractor shall satisfy the Parks Manager regarding the origin and germination of the seed, and obtain approval to any variation of the agreed mixture. The Parks Manager shall have the right to take samples of such seed, when delivered to the site, to be tested for germination and purity.

PROTECTION

1.10 The Developer/Contractor shall protect newly seeded areas at all vulnerable points to prevent the destruction of seedlings by pedestrians. Such fences shall be maintained by the Developer/Contractor, until such a time, when the grass has become established. He shall then be responsible for its removal and reinstatement of any ground. Any damage to grass shall be made good until the areas are handed over to the Huntingdonshire District Council.

MAINTENANCE

1.11 When the grass has attained the height of 75mm it shall be stone picked and rolled, allowed to recover and then cut with suitable machines, thus avoiding root pulling. It shall continue to be cut at approximately 14 day intervals during the growing season until the new grass areas have been accepted and handed over to Huntingdonshire District Council under an Agreement.

SECTION 2.0 - TURF AND TURFING

GENERALLY

2.1 Turfing shall take place when weather and soil conditions are suitable and preference should be given to autumn and early winter operations. (No turf should be laid in exceptionally dry or frosty weather or in any other unsuitable weather conditions).

PREPARATION AND LEVELLING

2.2 The areas at which turfs are to be laid should be lightly and uniformly firmed and reduced to a fine tilth up to 25mm in depth. All large stones over 40 mm in size shall be removed from the surface.

FERTILIZER

2.3 It may be necessary, on poor soils, to apply a dressing of fertiliser on the seedbed which should be lightly raked in. (See Item 1.7).

DRAINAGE

2.4 It may be necessary, on poor draining soils or inclined ground, to provide land drains. (See Item 1.5).

TURFING

2.5 All turfing shall comply with the BS 4428 (1979).

TURF

2.6 All turf shall comply with the BS 3969 (1978). The Developer/Contractor shall be responsible for supplying a sample of such turf before lifting which he proposes to use for the approval of the Parks Manager and shall ensure that all turfs are similar to the approved sample.

STORAGE

2.7 Any turf stored on site shall:

(a) Be supplied to ensure stacking for long periods is avoided.

(b) Not be stacked to a height of more than 1 metre.

(c) Not be stacked for more than 4 days and shall be inspected at frequent intervals. Turfs which show any signs of deterioration shall be used without delay or laid out on topsoil and kept moist.

TURF CONDITION

2.8 Grass from which turfs are to be cut shall have been closely mown and shall have been treated with a selective weedkiller not less than one month prior to lifting. Turfs should not be visibly affected by pests and disease. All turfs should be of rectangular shape and of uniform thickness.

Turfs shall not be lifted in frosty weather or when waterlogged. They should be stacked to avoid drying out in transit and should be rolled or laid flat but not folded. If stacked, turfs should be placed grass to grass.

Any turf brought onto the site or laid prior to receiving approval from the Parks Manager, will be deemed to have been brought on or laid at the Developer's/Contractor's own risk. He will be instructed to lift such turf and/or cart away off the site and replace and/or relay at his own expense unless an instruction in writing to the contrary has been given.

LAYING

2.9 Turfs should be laid on the prepared-soil bed and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork), closely butted and to the correct levels. The turf should be laid off planks working over turfs previously laid. Where necessary, the turfs should be lightly and evenly firmed with wooden beaters. A dressing of finely sifted topsoil, peat or sharp sand should be applied and well brushed into the joints. Turf edges and margins should be laid with whole turfs. The Developer/Contractor shall be responsible for watering turfed areas and replacing turfs which have failed.

MAINTENANCE

2.10 When the first growth of grass is apparent on the newly turfed areas, grass shall be cut to a height of 25mm above ground during the growing season and the sward maintained until the new grass areas have been accepted and handed over to Huntingdonshire District Council under an Agreement. It shall continue to be cut at approximately 14 day intervals.

SECTION 3.0 – APPROVED FERTILISERS

GENERALLY

3.1 All fertilisers shall be from an approved source and shall be applied evenly to the surface of the soil unless otherwise stated. The percentages of available Nitrogen (N), Phosphorous (P), and Potassium (K) shall be clearly stated on the bags which shall be retained for inspection.

Spring/Summer Fertiliser – 9.7.7 applied in May
Autumn/Winter Fertiliser – 3.12.12 applied in October

SECTION 4.0 - APPROVED WEEDKILLERS

GENERALLY

4.1 The following weedkiller shall be stored and applied in accordance with the manufacturer's recommendations, and shall comply with the Agricultural Chemicals Approved Scheme and the Pesticides Safety Precaution Scheme:

Glyphosate (Round up) spray non-residual translocated herbicide utilising hooded spray equipment.

SECTION 5.0 – SHRUB BEDS

GENERALLY

5.1 The surface of the soil shall at all times be of an open texture allowing the free passage of water through it. All depressions, bumps and ruts shall be removed by hand working or by approved mechanical equipment to achieve an even surface. The final level of the soil shall be 50mm above adjacent grassed areas and edged.

CULTIVATION

5.2 The soil shall be cultivated to an average depth of 150mm (taking care not to turn up sub-soil when cultivating topsoil on sub-soil) to remove any compaction and break up any large lumps of soil.

FINAL PREPARATION

5.3 All large stones and other debris over 40mm in size shall be removed from the surface to the Developer's/Contractor's tip and the surface lightly raked to achieve an even surface.

FERTILIZER

5.4 Fertiliser - shall be incorporated into areas to be shrub planted. (See Item 3.1).

BARK MULCH

5.5. The mulch shall consist of an approved coarse bark chips with a minimum of 5mm and maximum of 30mm in any one dimension. Alternative mulches that satisfy the Specification include leaf mould and spent mushroom compost. It shall be applied evenly to a settled depth of 75mm after planting to the surface of the soil, which has been substantially moistened by recent rain, or watering. All new beds will be mulched.

SECTION 6.0 - PLANT MATERIAL – TREES, SHRUBS, ROSES ETC.

GENERALLY

6.1 All plant material shall conform with and be planted in accordance with the following British Standards unless otherwise stated:

a)	BS 3936	Part 1:	1992	Specification for Trees and Shrubs
b)	BS 3936	Part 2:	1991	Specification for Roses
c)	BS 3936	Part 7:	1989	Specification for bedding plants
d)	BS 3936	Part 9:	1987	Specification for bulbs, corms and tubers
e)	BS 3936	Part 10:	1990	Specification for ground cover plants
f)	BS 4428		1989	General Landscape Operations (excluding hard surfaces).
g)	BS 4043		1989	Recommendations for transplanting root balled trees

DELIVERY AND CONDITION OF PLANTS

6.2 Delivery and Damage. Plants shall be delivered from the nursery of the approved supplier free from pest and disease and materially undamaged. Torn or lacerated roots shall be pruned before despatch. Roots shall at no stage be subjected to adverse conditions, such as exposure to drying wind, frost or bright sunlight. Plant roots shall be protected in plastic bags during any period out of soil.

6.2.1 Packaging and Labelling. All plants shall be packaged so as to reach their destination-with moist roots. Each species shall be identified by a sound, durable label bearing its Latin name and reference details.

6.2.2 Root Balled Stock. The whole assembly of lifted soil, roots and any packing material shall be securely wrapped in hessian or plastic sheeting.

6.2.3 Bare Root Stock. Bare roots shall be protected with hessian, or other suitable material, during transit. Packing around roots with moist vegetable material and sheeting of the vehicle is recommended.

PLANT STOCK

6.3 Origin. All plant stock shall have been grown for the full previous season in a nursery.

6.3.1 Inspection of Growing Stock. The Parks Manager shall be allowed the provision of inspecting plant material in the supplier's nursery whilst it's growing there and before the stock is purchased. The supplying nursery shall cultivate plants that have an adequate root system conducive to successful transplantation. To this end there shall be a reasonable balance between the size of the plant and the amount of roots.

6.3.2 Suppliers and Growers. The contractor shall obtain plant material from suitable nurseries approved by the Parks Manager before planting commences.

6.3.3 Quality of Roots. All plants shall be lifted with care to retain their fibrous root system and in a condition suitable for successful transplantation. Plants which do not have a good fibrous root system will not be accepted.

6.3.4 Root Balled Plants or Trees. Root balled plants shall be lifted from their nursery bed with a volume of soil in proportion to the size of the plant or tree in a manner that preserves the soil around the fibrous roots. The root ball shall immediately be wrapped in hessian netting, plastic or similar, and be kept undisturbed. The root ball shall be free of weeds and kept in a moist condition. All damaged roots shall be pruned clean with secateurs.

6.3.5 Container Grown Stock. All evergreen species shall be container grown. Plants that are in containers shall have been grown on so as to have a root system well established in the container. The size of the container shall be in proportion to the plant, shall be free of weeds, and unless otherwise indicated be as the 'Specification for Container Grown Stock' by the British Container Growers Group.

DEFINITION OF PLANTS

6.4 Semi Mature Tree. Shall have a clean straight stem height of 2.00m from the ground and have an overall height between 6.00m and 15.00m with one main central leader. The circumference of the stem at 1.00m from the ground shall be between 20cms and 75cms. The tree should be transplanted with a root ball of 1.00m diameter and 400mm depth. The tree pit will require a root watering system.

6.4.1 Heavy Standard Tree. Shall have a clear straight stem height of 1.80m from the ground and have an overall height between 3.50m and 4.25m with one main central leader. The

circumference of the stem at 1.00m from the ground shall be between 12cms and 14cms. The tree pit will require a root watering system.

6.4.2 Standard Tree. Shall have a clean straight stem height of 1.80m from the ground and have an overall height between 2.75m x 3.00m with one main central leader. The circumference of the stem at 1.00m from the ground shall be between 8cms and 10cms.

6.4.3 Light Standard Tree. Shall have a clear straight stem height of 1.50m from the ground and have an overall height of between 2.50m and 2.75m with one central leader. The circumference of the stem at 1.00m from the ground shall be between 6cms and 8cms.

6.4.4 Climber. Shall be of ornamental grade as defined by British Container Growers. Each climbing plant shall have at least three stems with a minimum of four lateral shoots in the lower third of each stem. The plant shall have a minimum height of 900mm and be container grown.

6.4.5 Transplants. Shall be a tree or shrub with one main leader (straight) and lateral branches evenly spaced along the stem, which has been transplanted, at least twice so as to form an extensive system of fibrous roots. The plant shall be capable of standing upright without support once planted and shall be between the maximum and minimum height stated. All transplants shall be bare root unless otherwise stated.

6.4.6 Shrubs and Groundcover. Each shrub and groundcover shall have a minimum of four strong basal shoots unless otherwise stated and shall be between the maximum and minimum height stated. (Where it is normal practice to cut back a species to encourage the formation of lateral shoots it is assumed the plant will have been pruned).

6.4.7 Herbaceous Plants. Herbaceous plants shall be strong, well rooted and grown, healthy and hardy and shall have not less than one year's full growth. Crowns shall have not less than three (or more where described) well-formed points of growth undamaged at the time of planting.

6.4.8 Bulbs. All bulbs shall be BS 3936 Part 9, clean and healthy, sound and ripe, free from pests and diseases and conform to the size and type scheduled. Any bulbs, which suffer damage from any cause prior to planting, shall be rejected and replaced.

All bulbs shall be planted with a planting tool of approved pattern and at the correct depth. The hole formed shall be of sufficient diameter to accommodate the bulb which shall have its roots in contact with a mixture of sharp sand and bonemeal in equal parts 25mm thick, inserted at the bottom of the hole. If in turf, a divot of turf shall be neatly removed and replaced after planting.

SECTION 7.0 - TREE PLANTING

GENERALLY

7.1 Planting shall be carried out in accordance with the Specification and the Landscaping Scheme approved by Planning.

TREE PITS

7.2 Positions of tree pits are to be set out and approved by the Parks Manager before excavating. Pits must be prepared at the new site before the trees are lifted.

Tree pits shall be of a diameter 600mm greater than the rootball.

The depth of the pit shall be 225mm deeper than the root ball and not less than 600mm deep. The topsoil shall be stripped from the area of the pit and stacked for re-use; the sub-

soil is to be excavated and removed from the site. Measures shall be taken to prevent the perimeter of the pit from being frozen during periods of frost.

The base of the tree pit shall be forked over to a depth of 225mm and left with a slightly higher centre to permit drainage and to give access beneath the root ball during planting. All smooth or glazed sides shall be roughened.

PLANTING OF TREES

7.3 Spread a layer of well rotted manure in the bottom of each pit and fork over. Lay 50mm minimum mixture of moss peat/leaf mould/sharp sand, 6:3:1 by volume, the peat being well moistened. All the manure is to be covered so that none comes in direct contact with the tree roots. Ensure that pit bottom is still slightly higher in the centre than the perimeter.

Stake to be driven into prepared hole to a depth of 150mm and held firmly in position until tree pit has been filled. Stakes to be to the windward side of trees, i.e. to the West. Soak the roots of bare-rooted trees in water for at least one hour before planting. Place the tree on the bed described above, with the roots well spread out and a further quantity of the same mixture placed over the roots before firming.

Continue backfilling with topsoil into which 170gm of bonemeal has been mixed (per tree). Firm down well by heeling as filling proceeds. The tree must be planted to the same depth as in the nursery, and to the same orientation.

The entire length of the stem shall be vertical, and the stake shall be close to the stem, but not touching it.

All Semi Mature and Heavy Standard trees shall be planted with two stakes - one each side of the tree - and in this case two tree guards will be required to surround the tree, and four tree ties. Ground anchorage will be considered by the Parks Manager.

After planting, any broken branches or damaged bark must be pared back to sound wood.

7.3.1 Tree Stakes. To be of requisite length, pressure impregnated (with preservative non-injurious to plants) de-barked softwood 100mm square or diameter, pointed at base which shall be 1m below finished ground level. Top of stake to be 50mm below the lowest branch.

7.3.2 Tree Ties. To be plastic ties "Toms" pattern, two per stake and nailed to stake with large head galvanised nails. Top tie to be within 100mm of top of stake.

7.3.3 Tree Guards. To be weldmesh tree guards of minimum height 1.20m with root embedded 150 mm into ground. Guards to be stapled to stake at intervals with four 25mm x 8 S.W.G. galvanised wire staples. Cut out a 100mm x 150mm wide section of the guard at ground level to provide access for cleaning. In the case of EHS trees, two guards are to be fixed by opening out and fixing to both stakes.

7.3.4 Shelter Guards. Shall be provided to suit damaging agent (i.e. height and diameter variable). To be high quality plastic/polyethylene tubex (or similar approved) complete with suitable cane/stake and ties.

7.3.5 Spiral Guards. To be high quality plastic with ventilation holes, 450mm high, approx 40mm diameter.

7.3.6 Tree Mats. To be photodegradeable polythene, polypropolene or bitumen, 500mm square, edges turned into ground and pegged as necessary. For Standard and Heavy Standard trees to be 1.0m square/diameter.

7.3.7 Tree Mulch. Will be permitted in certain circumstances at the discretion of the Parks Manager. To be 75mm thick chipped bark or similar. 1.0m diameter for Light Standards, 1.5m diameter for Standard and 2.0m diameter for Heavy Standards.

7.3.8 Root Watering Drain. To be a proprietary system approved by the Parks Manager.

PLANTING OF WHIPS, FORESTRY TRANSPLANTS AND FEATHERS

7.4 Plants shall be planted at the same depth as in the nursery and well firmed with the ball of the foot. Any frost lifting or wind blow damage or loosening shall be corrected from time to time.

Appropriate guards shall be used on all planting as agreed with the Parks Manager.

PLANTING SEASON

7.5 Unless otherwise specified all transplanting shall be carried out between the end of October and the end of March for deciduous trees and during October and November for evergreen trees.

The transplanting shall be carried out when the weather is dull and the ground is moist and workable. On **no** account must the planting take place when there is a freezing wind. Where approval is given by the Parks Manager to transplant between March and September the trees shall be given a transplanting spray before transplanting and again between 7 and 10 days after planting, at the Developer's/Contractor's expense.

In the case of evergreens, transplanting spray shall be applied both before and after transplanting whatever time of year.

TRANSPLANTING IN FROSTY CONDITIONS

7.6 Planting of trees in frosty conditions will only be permitted if adequate precautions are taken. The prepared root balls must have additional wrapping. The bottom and sides of the trees of the tree pits, and the piles of topsoil must be protected from freezing by the use of boards, tarpaulins or other approved materials. This to be carried out at the Developer's/Contractor's own risk.

WATERING

7.7 At the time of planting each tree shall be well watered in. If there is a risk of frost within 24 hours the watering shall be delayed until such risk has passed.

IDENTIFICATION

7.8 Every specimen plant, and one plant from each group of similar plants, shall bear labels with the correct full botanical name. These to be of 6mm Dymo tape (or equivalent) stuck on to white plastic labels and tied loosely to the shrub or tree in a position where it can be seen clearly.

TREE GRILLS

7.9 In hard landscaped areas, trees shall be surrounded with precast concrete or cast iron tree grills, and root barriers installed.

SECTION 8.0 - SHRUBS AND HERBACEOUS PLANTING

GENERALLY

8.1 Planting shall be carried out in accordance with the Specification and the Landscaping Scheme approved by Planning.

The aim shall be to space the plants evenly so that when established they will completely fill the area indicated as precisely as possible. The extent of the area to be filled shall be first defined by plants spaced round the perimeter. The remaining plants shall then be used to fill the centre of the area in an informal manner, avoiding straight lines and regular or geometric patterns.

Huntingdonshire District Council reserves the right to adjust the exact positions of specimen shrubs after they have been set out on site.

PLANTING OF SHRUBS

8.2 Take out holes large enough to receive the roots of the plant fully extended and well spread out. Carefully work topsoil among roots and backfill. Plants to be well firmed by heeling and the surface left neat and even. Planting must be to the same depth as in the nursery. Care must be taken not to disturb the rootballs of pot grown plants and not let any roots dry out at any time.

Shrubs, which are not safely self-supporting, shall be provided with stakes set onto the ground before planting and secured by ties spaced to suit the individual shrub. Precautions shall be taken to prevent chaffing between the stem and stake. If, planting takes place after the end of April, additional watering must take place if dry conditions prevail, at the Developer's/Contractor's expense.

PLANTING OF CLIMBERS

8.3 All climbing plants to be placed 225mm away from the wall or fence and supported by a stout cane driven well into the ground and long enough to support the whole plant and guide it to its permanent support. Attach plant by means of loose raffia or garden twine ties.

WATERING

8.4 Shrubs and herbaceous plants shall be well watered in immediately after planting, taking care not to disturb individual plants.

SECTION 9.0 – MAINTENANCE AND AFTERCARE

DURATION

9.1 To be at least 12 months or the next leafing out whichever is the longer. Adoption will take place after an inspection and acceptance by the Parks Manager and a conveyance to the Council.

AFTERCARE OF GRASS

9.2 The Developer/Contractor is to keep all grass areas regularly maintained throughout the maintenance and aftercare period. Standard areas shall be cut at least 12 times a year. Sportsfields shall be cut more often and meadows less often. Arisings may need to be picked up as necessary. Fertilising may be necessary.

AFTERCARE OF PLANTING

9.3 The Developer/Contractor is to keep all planted areas and tree stations free of weeds, blown leaves and rubbish throughout the maintenance and the aftercare period. At no time are any weeds to be allowed to run to seed.

Weeding is to be carried out by careful hand forking between plants taking care not to damage them. The root systems of perennial weeds must be entirely removed. Special attention must be paid to the maintenance of areas of ground cover. All weeds must be entirely removed from the site.

During the aftercare period only such pruning shall be done as will encourage the natural development of any plant, and it shall be done at the correct season for the type of plant.

AFTERCARE OF TREES

9.4 Check guards and ties, firm stakes and firm soil around roots where necessary. Prune dry, dead or damaged twigs. Top dress in April following planting with a 75mm depth of peat including 7kg each of bone and hoof-and horn meal per tree.

WATERING DURING AFTERCARE PERIOD

9.5 Allow for watering grass areas, trees and planting at any time during the aftercare period when this may be necessary. See preamble below on losses, which also applies in the aftercare period.

LOSSES

9.6 The Developer/Contractor will be responsible for all losses and replace all losses, which occur for any reason whatsoever, including vandalism, during the maintenance period and any losses during the following twelve months after handover.

Replacements may be planted at any time during the aftercare period provided the time is seasonal for the type of plant, tree, shrub or bulb, and provided the full numbers are in position and satisfactory at final handover.

SECTION 10.0 – OPEN SPACE AND OUTDOOR PLAYING SPACE

GENERALLY

10.1 Open space shall be designed and provided in accordance with the general principles of the National Playing Field Association's Six Acre Standard 2001 ("NPFA 2001"), and the requirements of Huntingdonshire Local Plan 1995 and the Huntingdonshire Local Plan Alteration 2002 ("the Local Plan"), as well as all other planning requirements.

10.2 Outdoor playing space will normally be provided in accordance with the requirements of the Local Plan. Children's casual and equipped playspace to be provided at a ratio of 0.8 hectares per 1000 population and Youth/adult playspace at a ratio of 1.6 hectares per 1000 population.

10.3 Amenity areas, landscaped bunds, balancing facilities and woodland may also be a requirement of the planning process.

MAINTENANCE CONTRIBUTIONS

10.4 The developer/owner will be required to pay the Council a commuted sum for future maintenance of the play areas and open space.

10.5 The developer/owner will also be required to pay the Council a commuted sum for future maintenance of any other amenity areas, landscaped bunds, balancing facilities and woodland if they are to be transferred to the Council.

SECTION 11.0 – EQUIPPED PLAY AREAS

GENERALLY

11.1 All play areas will be transferred to the Council or if the Council so decides to the Local Town/Parish Council upon satisfactory completion to the appropriate agreed design and standards. The Council's Parks Manager will act as agent for the Council or Town/Parish Council.

11.2 The design of the play areas will be undertaken by the developer/owner and submitted to the planning authority for approval.

DESIGN

11.3 The general design principles included in Chapter 4, of NPFA 2001 are to be used.

11.4 All sites for play areas shall be carefully selected and must form an integral part of the design process of the development.

11.5 The design of the play area will meet the requirements of the Disability Discrimination Act 1995.

11.6 All play areas shall be designed to give excellent play value for the appropriate age range. Seats and bins shall be provided to encourage 'stop and play'.

11.7 The following general categories of play areas shall be used:

- **Local Area for Play (LAP & LAP+)**

A small area (minimum 100m^2) of open space for toddlers and young children (0-6 years) close to where they live. Clauses 4.42 to 4.45 of NPFA 2001 give general guidance principles for design but at least 3 types of play equipment should be included in a LAP and 5 types of play equipment in a LAP+. Springers, rockers and cradle swings fall within these criteria.

- **Local Equipped Area for Play (LEAP)**

A larger area (minimum 400m^2) of open space equipped for children of early school age (4-8 years) within reasonable walking distance of where they live. Clauses 4.46 to 4.51 of NPFA 2001 give general guidance principles for design but at least 5 types of play equipment should be included, all of which should be individual items.

- **Neighbourhood Equipped Area for Play (NEAP)**

A much larger area (minimum1000m^2) of open space equipped mainly for older children (8-14 years) but with opportunities for younger children too, within walking/cycling distance of where they live. Clauses 4.52 to 4.57 of NPFA 2001 give general guidance principles for design but at least 8 types of play equipment should be included, most of which should be individual items. Additional facilities for teenagers such as ball courts and skate areas may also be required.

- **Combined LEAP/NEAP**

There may be instances when a combined LEAP/NEAP may be more appropriate than an individual LEAP and NEAP. In such circumstances the same objectives could be achieved with at least 11 types of play equipment being provided, the majority of which should be individual items.

STANDARDS

12.0 The equipped play areas shall be constructed to the appropriate standards.

12.1 Play Equipment and Safety Surfacing – All manufacturers/suppliers/installers shall be approved by the Council. All equipment shall conform and be certified to the European Standard BSEN 1176. All safety surfacing shall be insitu rubber wet pour and conform and be certified to the European Standard BSEN 1177. A post installation inspection and Report shall be undertaken by RoSPA or an independent test house, at the developers/owners expense and submitted to the Parks Manager. Any requirement and/or recommendation of that Report shall be completed by the owner/developer at their own expense, before the equipment and play area will be adopted by the Council.

12.2 Dog Proof Fencing – All play areas shall be bounded by galvanised steel bow top fencing, incorporating a hydraulic self-closing pedestrian gate(s), and a vehicular gate. The manufacturer will be approved by the Parks Manager.

12.3 Access Paths - All play areas shall be linked to the public highway by a path, constructed to an agreed specification, including a wearing course which complies with the requirements of the Disability Discrimination Act 1995.

12.4 Signage – All play areas will have appropriate signs to identify the play area, indicate the owner and give details of nearest telephone and prohibited uses (i.e. dogs, drugs, alcohol, cycling, skating etc.). The design and materials will be approved by the Parks Manager.

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

[redacted]

~~Executive~~ Director of Central Services



14/6/05

THE COMMON SEAL of the CAMBRIDGESHIRE COUNTY COUNCIL was affixed to this Deed in the Presence of :)
)
)

[redacted]

Authorised Signatory



5/7/05

SIGNED as a deed by
~~THE COMMON SEAL of~~ [redacted])
HUNTINGDON TWO LTD ~~was affixed to this Deed~~)
~~in the Presence of :-~~ acting as its Directors)

[redacted]

Director

[redacted]

~~Secretary~~/Director

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

SIGNED AND DELIVERED

by [redacted]

[redacted]

Attorney of HSBC Bank plc

in the presence of:

Witness [redacted]

Address: HSBC BANK PLC
BIRMINGHAM SECURITIES PROCESSING CENTRE
PO BOX 8012 BIRMINGHAM B2 4NQ

Occupation BANK OFFICIAL.

MEMORANDUM

By Transfer dated 28 September 2007 Huntingdon Two Limited transferred the Land to Freshwater Estates (UK) Limited of 36 Jubilee Terrace Ely Cambridgeshire CB7 4BJ

Please attach
Vo original Po. 30
- Sloom
958 5056