DATED 14th AUGUST 2003

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

PETER JOHN WILLIAM THURLOW MEEHAN

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 and section 33 Local Government (Miscellaneous Provisions) Act 1982
in relation to Land at Station Farm
Broadway, Yaxley, Cambridgeshire
(Provision of 3 metre wide corridor with Footway/Cycle Way and lighting
provided thereon and Commuted Sum for bus stops off-site)

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

(CenS.WAS.maw. PO.59)

THIS AGREEMENT is made the 14th day of August Two thousand and three

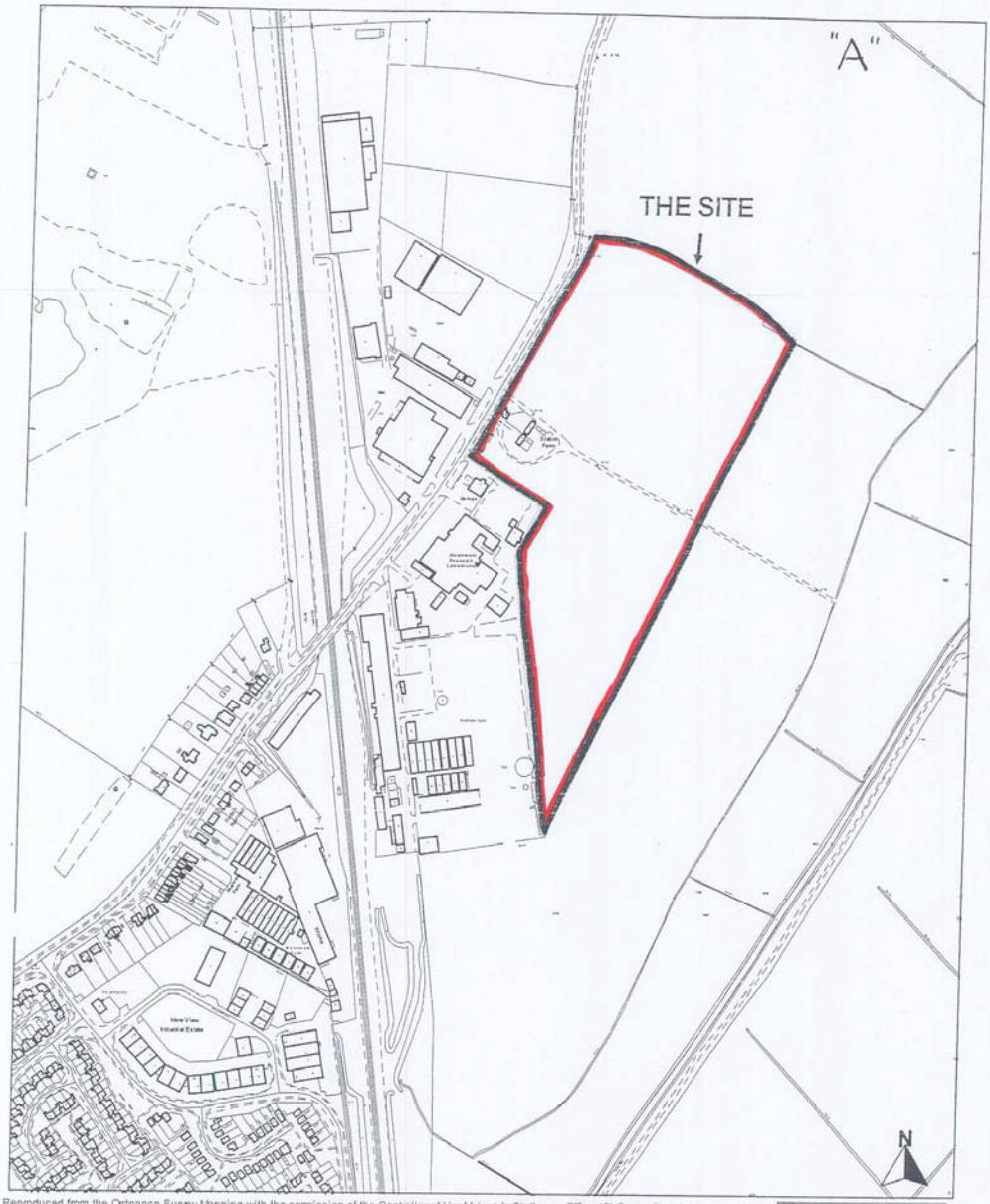
BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one part and

PETER JOHN WILLIAM THURLOW MEEHAN of 32 Ravensbourne Road, Catford, London SE6 4UX (hereinafter called "the Owner") of the second part a

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 11th day of May 2001 under application number 01/00989/OUT
"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 erection of buildings for B1/B2 industrial/office use
"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 Index"	means the All Employees (Whole Economy – Actual) Index of the Average Earnings Index published by HMSO
"the Land"	means land situate at Station Farm Broadway Yaxley Cambridgeshire comprising approximately 10.28 hectares and shown edged red on the Plan
"the Plan"	means the plan annexed hereto and marked "A"
"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



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Scale: 1:5000

Huntingdonshire District Council

Date: November 2002

Section 106 Agreement - Town & Country Planning Act 1[redacted]

Description: ERECTION OF BUILDINGS FORB1/B2 IND./OFFICE USE

Address: LAND AT STATION FARM, BROADWAY, YAXLEY

Pl[redacted]

reserved matters pursuant to an outline permission or any agreed amendments to the Planning Permission

"the Works" means the construction of a length of footway/cycleway and including lighting along the frontage of the Land between the points marked A-B on drawing number R1117/1a of September 2001 annexed to this Deed which works shall be to the specification of the Highway Authority

WHEREAS:

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

(2) The Owner is seised of the Land registered with freehold title at H M Land Registry under title number CB266169

(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 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 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 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" 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 The Council hereby covenants with the Owner to issue Planning Permission within 10 working days of the date hereof.

4.4. The Council covenants to use the Commuted Sum for the Works provided always that if the whole or any part of such sum shall not have been expended by the Council at the expiration of 5 years from its receipt by the Council, it shall on receipt of a written demand by the person who paid the Commuted Sum pay to them the unexpended balance of principal and interest in the account **provided always** that if before the expiry of the said 5 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 Direct Services Organisation) relating to the provision of the improvements to which the Commuted Sum is attributable in the absolute discretion of the Council which contract or contracts shall be completed after the expiry of the said 5 year period, any sum to be repaid 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

4.5 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

4.6 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

4.7 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

4.8 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

4.9 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

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. **COMMUTED SUM**

1.1 On commencement of the Development to pay to the Council a Commuted Sum which shall as at the date of this Agreement be £20,000 comprising:

(a) £12,000 towards the Works, and

(b) £8,000 towards the provision of bus stops in Yaxley in the vicinity of the Land but such Commuted Sum shall be adjusted in accordance with the proportional change in the Index during the period calculated from the date of this Agreement to a date one month before the Commuted Sum is paid

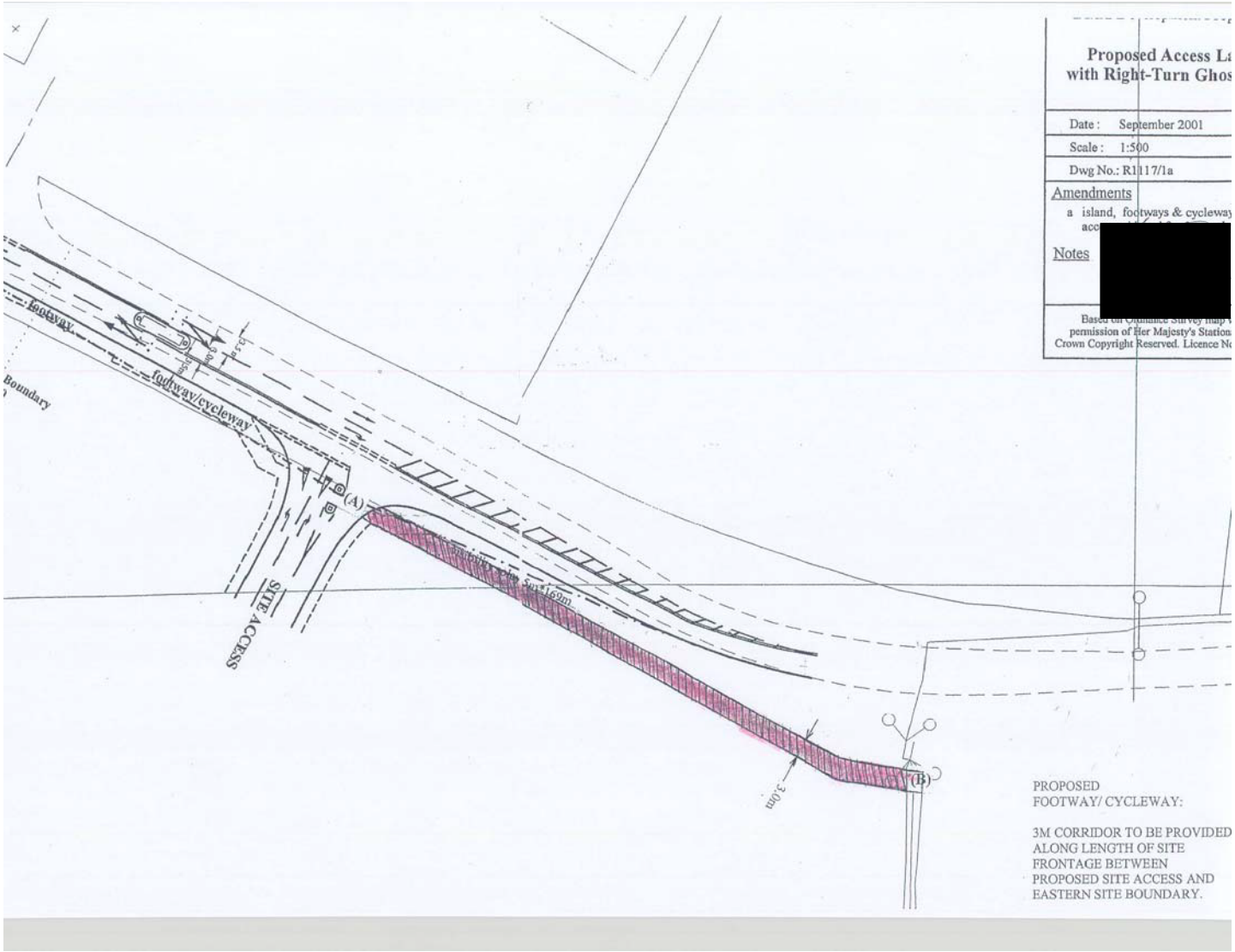
1.2 To provide a strip of land at least 3 metres wide along the length of the frontage of the Land between the points marked A to B on Drawing Number R1117/1a of September 2001 annexed to this Deed for the purposes of the future construction of a footway/cycleway link to Farcet, and

(a) Subject to sub-section (c) below not use or permit the use of it for any purpose other than for or in connection with the construction of the Works and or access to the site.

(b) Upon written request of the Head of Planning to provide unfettered access to the said strip of land for the purposes of the Works

(c) Upon completion of the Works as certified in writing by the Head of Planning at no cost to the Council to forthwith dedicate as highway maintainable at the public expense for all purposes that part of the strip of land upon which the Works are situated which are not already such highway and for the avoidance of doubt, if the strip of land actually dedicated shall differ from the land coloured pink hatched black on Drawing Number R1117/1a of September 2001, the parties at no cost to the Council shall enter into a Supplemental Deed of Agreement incorporating a Revised Plan to effect the dedication

1.3 The Council and its respective employees servants agents and contractors shall have the right to enter onto and upon and remain upon with or without plant machinery and


Proposed Access La
with Right-Turn Ghos
Date : September 2001
Scale : 1:500
Dwg No.: R1117/1a
Amendments
a island, footways & cycleway
Notes
Based on Ordnance Survey map
permission of Her Majesty's Station
Crown Copyright Reserved. Licence N
Footway
Boundary
footway/cycleway
SITE ACCESS
(A)
(B)
3.00m
PROPOSED
FOOTWAY/ CYCLEWAY:
3M CORRIDOR TO BE PROVIDED
ALONG LENGTH OF SITE
FRONTAGE BETWEEN
PROPOSED SITE ACCESS AND
EASTERN SITE BOUNDARY.

vehicles on the Land and on land in the ownership of or under control of the Owner as shall be reasonably necessary for the Council to carry out the construction of the Works and to use its reasonable endeavours to carry out the works only on the land referred to in 1.2 above

2. **FIRE HYDRANT**

2.1 The Owner shall provide at no expense to the Council or the Cambridgeshire County Council all fire hydrants needed to serve the Land which fire hydrants shall be of a number and in positions and to a specification first approved in writing by the Chief Fire Officer for the time being of the Cambridgeshire County Council.

THE COMMON SEAL of the **HUNTINGDONSHIRE DISTRICT COUNCIL** was [redacted] presence of :-

Executive Director of Central Services

11/0/93

SIGNED as a Deed and **DELIVERED** by the said **PETER JOHN WILLIAM THURLOW MEEHAN** in the presence of:

[redacted]