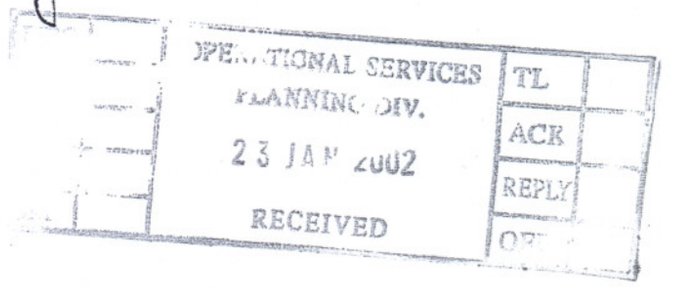
DATED 21st January 2002

(89)



HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

MR GARY JOHN MARDLIN

- and –

WOOLWICH 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 at Waterloo Farm, New Road
Offord Cluny
(Abrogates previous Planning Permission 00/01452/FUL)

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

(CenS.WAS.CPM.L/PO.27)

THIS AGREEMENT is made the 21st day of January Two thousand and ~~one~~ two

BETWEEN 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 and **GARY JOHN MARDLIN** of Waterloo Farm New Road Offord Cluny St Neots Huntingdon Cambridgeshire (hereinafter called "the Owner") of the second part and **WOOLWICH PLC** (Company Number 3295699) of Corporate Headquarters Watling Street Bexleyheath Kent DA6 7RR (hereinafter called "the Mortgagee") 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)
"the Application"	means the planning application registered on the 19th day of April 2001 under application number 01/00802/FUL
"the Commencement of Development"	means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act
"the Development"	means the development of the Land in accordance with the Planning Permission by the erection of an extension to dwelling on the Land
"the Existing Planning Permission"	means the previous planning permission granted for an extension to the dwelling on the Land under reference 00/01452/FUL dated 5th October 2000
"the Head of Planning"	means the Head of Planning Services for the time being of the Council or such other officer as the Council may specify
"the Land"	means land situate and known as Waterloo Farm New Road Offord Cluny as shown edged red on the Plan
"the Legal Charge"	means a charge dated the 12th day of September 1996 and made between the Owner (1) and the Mortgagee (2)
"Material Operation"	means a material operation as defined by Section 56(4) of the Act

LEGAL & DEMOCRATIC SERVICES
PLANNING DIV.
23 JAN 2002
RECEIVED
TL
ACK
REPLY
OF

Waterloo Farm, Offord Cluny, Huntingdon, Cambs.



AUTHORISED OFFICER
CAROL HOUSTON

Reproduced from the Ordnance Survey Mapping with the permission of the Controller of Her Majesty's Stationery Office (C) Crown Copyright.
Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. HDC LA07828X.

Date: 26/09/2001
Scale: 1:1250

"the Plan"	means the plan annexed hereto
"the Planning Obligations"	means the planning obligations specified in the Schedule hereto
"the Planning Permission"	means permission for the Development granted by the Council pursuant to the Application and includes any approval of reserved matters pursuant to an outline permission or any agreed amendments to the Planning Permission

WHEREAS:

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

(2) The Owner is seised of one part of the Land registered with freehold title at HM Land Registry under title number CB 210960 free from encumbrances and The Owner is seised of the remaining part of the Land registered with freehold title at H M Land Registry under title number CB 167766 (subject to the Legal Charge)

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

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

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

WITNESSETH as follows :

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 (with the consent of the Mortgagee) 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

OPERATIONAL SERVICES
PLANNING DIV.
23 JAN 2002
RECEIVED
INT
ACK
REPLY
OUT

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" "the Owner" and "the Mortgagee" shall include their successors in title and assigns

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

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

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

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

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

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

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

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. Not to carry out or cause or permit to be carried out any of the development authorised by the Existing Planning Permission.

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

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

Executive Director of Central Services

10102

SIGNED as a Deed and **DELIVERED** by the said **GARY JOHN MARDLIN** in the presence of:

Sign
Name M. WILKES
Address 164 LONDON ROAD BIGGLESWADE, BEDS. SG18 8EH
Occupation BUSINESS MANAGER.

THE COMMON SEAL of **WOOLWICH PLC** was affixed to this Deed in the presence of :-

AUTHORISED OFFICER
CAROL HOUSTON

23 JAN 2002

Application Number: 01/00802/FUL

TOWN & COUNTRY PLANNING ACT, 1990

PLANNING PERMISSION

Mr And Mrs G Mardlin
c/o Nicholas Godley
23 New Town Road
Haddenham
Ely
Cambridge CB6 3TF

Huntingdonshire District Council in pursuance of powers under the above Act, hereby **GRANT PERMISSION** for:

Extension to dwelling
at Waterloo Farm New Road Offord Cluny St. Neots Cambridgeshire PE19 5RJ

in accordance with your application received on 6th April 2001 and the plans, drawings and documents which form part of the application subject to the following condition/s and reason/s.

1. Condition. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

1. Reason. To comply with Section 91 of the Town & Country Planning Act, 1990.

2. Condition. The materials to be used in the construction of the external surfaces of the extension hereby permitted shall match in type, colour and surface texture those used in the existing building.

2. Reason. To enable the Local Planning Authority to retain control of the development in the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995.

3. Note to applicant. This permission is related to an Agreement entered into by the applicant and the Huntingdonshire District Council, under Section 106 of the Town and Country Act 1990.

Head of Planning Services
uf00221.rtf
Date 1st February 2002

Huntingdonshire
DISTRICT COUNCIL
Pathfinder House St Mary's Street Huntingdon PE29 3TN

4. Note to applicant. The following planning policy documents and/or guidance are considered to be relevant to this decision:

The Approved Development Plan which comprises:
The Cambridgeshire Structure Plan 1995
The Huntingdonshire Local Plan 1995
Other relevant planning guidance (if any).
PPG 1 and PPG 7.

Head of Planning Services
uf00221.rtf
Date 1st February 2002

Huntingdonshire DISTRICT COUNCIL
Pathfinder House St Mary's Street Huntingdon PE29 3TN