(94)

HUNTINGDONSHIRE DISTRICT COUNCIL

INTERNAL MEMORANDUM

FROM : THE HEAD OF LEGAL & ESTATES	TO : OPERATIONAL SERVICES DEVELOPMENT CONTROL
MY REF: CENS.CM.jaw.L/PO/33	FAO: FRANCES FRY
PLEASE ASK FOR : COLIN MEADOWCROFT	YOUR REF : 01/00504/FUL
EXT NO : 8021	DATE : 22 January 2002

UNILATERAL UNDERTAKING
COLMWORTH BUSINESS PARK, ST NEOTS

Further to my memorandum of 6 December, I attach hereto a copy of the completed Unilateral Undertaking, dated 21 January 2002.

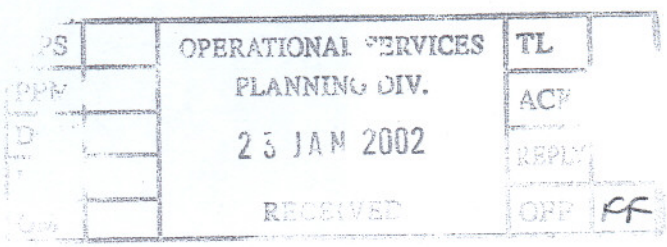
You will see that in the Third Schedule they have increased the financial contribution from £10,000 in the draft, to £42,750 in the executed document.

Whilst the revised figure is not what the County Council originally requested, I do not know whether this has now been agreed by them. Assuming you decide to issue the Planning Permission, please would you let me have a copy for my file.

I have arranged for the Unilateral Undertaking to be registered as a local land charge.

Colin

Mr C Meadowcroft
HEAD OF LEGAL & ESTATES



UNILATERAL UNDERTAKING

THIS DEED is made the 21st day of January 2002

BETWEEN

(1) ARTISAN (UK) DEVELOPMENTS LIMITED a company incorporated in England with registered number 2979041 whose registered office is situate at Dean House Sovereign Court Ermine Business Park Huntingdon Cambridgeshire PE29 6XU ("the Owner") and

(2) WHITBREAD GROUP PLC a company incorporated in England with registered number 29423 whose registered office is situate at City Point One Ropemaker Street London EC2Y 9HX ("the Developer")

WHEREAS

(1) The Owner is registered at H M Land Registry as proprietor of the freehold interest in the land ("the Land") identified in the first schedule

(2) The Developer is a person interested in the Land as set out in the second schedule

(3) The Developer has applied for planning permission under reference number H/01/0504 ("the Planning Application") to Huntingdonshire District Council ("the Council") for permission to develop the Land ("the Development") in the manner and for the uses set out in the Planning Application

(4) The Owner and the Developer consider that a planning obligation should be entered into as of the date of this deed (subject to any conditions as are set out in this deed) in respect of the Land

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

In this deed:

1.1 "the Act" means the Town and Country Planning Act 1990

1.2 "the Plan" means the plan annexed hereto showing the Land for the purposes of identification only edged red

1.3 "Commencement of Development" means (subject to clause 2.6 below) the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56 (4) of the Act

1.4 "the Planning Obligation" means the obligation specified in the third schedule

1.5 "Planning Permission" means permission for the Development granted by the Council pursuant to the Planning Application including any approval of

OPERATIONAL SERVICES
PLANNING DIV.
ACK
23 JAN 2002
REPLY
RECEIVED
OFF

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

1.6 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa

1.7 The clause and paragraph headings in the body of this deed and in the schedules do not form part of this deed and shall not be taken into account in its construction or interpretation

2 The Planning Obligation

2.1 The Planning Obligation contained in this deed is a planning obligation for the purposes of Section 106 of the Act

2.2 The Planning Obligation is enforceable by the Council and (subject to the provisions of this deed) is binding upon the Owner and the Developer and their respective successors in title to the Land

2.3 No person shall be liable for breach of covenant contained in this deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

2.4 This deed shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn or modified (save as to minor amendments thereto as may from time to time be approved by the Council)

2.5 The Planning Obligation contained in the third schedule to this deed shall not come into effect until the Commencement of Development

2.6 The term "material operation" in Section 56 of the Act shall not include operations in connection with site clearance, demolition, archaeological investigation, investigation for the purposes of assessing contamination, remedial action in respect of any contamination, diversion and laying of services and the erection of means of enclosure for the purpose of site security and/or the display of advertisements

2.7 The parties to this deed declare that they do not intend any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1990 by any person not a party to it unless expressly provided for in this deed

IN WITNESS whereof the Owner and the Developer have caused this Deed to be executed the day and year first before mentioned

The First Schedule
The Land

The land at Colmworth Business Park Great North Road St Neots Cambridgeshire PE19 3EP registered under title number CB244441.

25 JAN 2002

The Second Schedule
The Developer's interest in the Land

A conditional contract made between the Owner and the Developer for the purchase of the Land from the Owner dated 23 April 2001.

The Third Schedule
The Planning Obligation

Within 14 days of the Commencement of Development of the Land the Developer will pay to Cambridgeshire County Council a contribution of £42,750 ("the Contribution") to be used by Cambridgeshire County Council towards the Colmworth Business Park to Riverside Car Park Cycle Route referred to in the draft of the St Neots Transport Strategy Action Plan or towards providing any substituted cycle route linking the Colmworth Business Park to the town centre and/or the surrounding residential areas PROVIDED ALWAYS that if the conditional contract referred to in the second schedule is not completed (such that the Developer no longer has any interest in the Land) then

(1) the Developer shall no longer by bound by this planning obligation and

(2) (subject to clauses 2.3 and 2.5 above) the Contribution shall be payable by the Owner or if appropriate at the time the Contribution is due to be paid any successor in title to the Owner

SIGNED as a Deed by)
ARTISAN (UK) DEVELOPMENTS)
LIMITED acting by a Director and)
Its Secretary or by two Directors)

Director Director/~~Secretary~~

SIGNED as a Deed by DAVID)
STREET acting as attorney for and)
on behalf of WHITBREAD GROUP)
PLC under a power of attorney)
Dated 21 December 2001 in the)
presence of:-)

G. J. COWEN
11 ST JAMES'S CT
FAIRVIEW CLOSE
ST ALBANS
HERTS

CHARTERED SURVEYOR.

BY THIS POWER OF ATTORNEY we **WHITBREAD PLC** (hereinafter called "the Company") whose registered office is at Chiswell Street, London, EC1Y 4SD HEREBY APPOINT the persons listed in schedule 1 attached severally to be the lawful attorneys of the Company in its name and on its behalf:-

1. To sign seal deliver execute and perfect under his hand and seal:

   (a) any agreement by the Company and any contract, conveyance, assignment, transfer, lease, surrender and release, underlease, agreement, instrument, deed or assurance whatsoever dealing in any manner with any real or personal property.

   (b) any collateral bond, entered into under:-
   - (i) Section 278 of the Highways Act 1980, or
   - (ii) Section 106 of the Town and Country Planning Act 1990, or
   - (iii) Section 38 of the Highways Act 1980, or
   - (iv) Section 104 of the Water Industries Act 1991;

   and any counter-indemnity given to any bank in respect of any security for the obligations of the Company under such agreement or bond.

2. To sign and execute as aforesaid all other deeds and documents which may be necessary or desirable to give effect to any of the documents referred to in Clause 1 or which may be deemed expedient by the said Attorney in connection therewith.

3. This Power of Attorney replaces the previous Powers of Attorney of the Company given for the above purposes.

And the Company HEREBY FURTHER UNDERTAKES to ratify anything which the said attorney may do in the exercise or purported exercise of the said power.

IN WITNESS whereof the Common Seal of the Company was hereunto affixed on
21st December 2000

THE COMMON SEAL OF WHITBREAD PLC)
was hereunto affixed in the)
presence of:)

Director

Company Secretary

25 JAN 2002

Application Number: 01/00504/FUL

TOWN & COUNTRY PLANNING ACT, 1990

PLANNING PERMISSION

Whitbread PLC
c/o Robert Turley Associates
The Coach House
5 Charlecote Mews
Staple Gardens
Winchester Hampshire SO23 8SR

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

Erection of a 41 bed hotel/restaurant with car parking
at Land At Colmworth Business Park Eaton Socon St. Neots Cambridgeshire

in accordance with your application received on 7th March 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. Prior to the commencement of the development details of the hard surfacing materials to be used for the parking, loading and unloading areas shall be submitted to and approved in writing by the Local Planning Authority. The parking, loading and unloading areas shall be surfaced in accordance with the approved details and made available for use before the proposed development comes into operations and thereafter used for no other purpose.

2. Reason. To ensure that satisfactory parking and servicing facilities will be available at all times to serve the premises.

3. Condition. Prior to the commencement of the development details of the method of lighting and extent of illumination to the parking, loading and unloading areas shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details before the development is brought into use.

3. Reason. In order to ensure that the lighting scheme is in accordance with the District Council's Supplementary Planning Guidance : External Artificial Lighting (1998).

4. Condition. The development shall not be brought into use until the cycle shed has been erected in accordance with a detailed scheme to be submitted and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved scheme.

Head of Planning Services
ufm58.rtf
Date 29th January 2002

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Pathfinder House St Mary's Street Huntingdon PE29 3TN

4. Reason. In order to ensure that facilities are available for cyclists.

5. Condition. Notwithstanding the submitted materials, details of the type, colour and texture of all materials to be used for the external surfaces of the building(s) shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development to which this permission relates.

5. Reason. To ensure a satisfactory external appearance and grouping of materials in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995.

6. Condition. All hard and soft landscape works shown on drawing number JBA 01/48-01 Rev G shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed with the Local Planning Authority.

6. Reason. In the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995.

7. Condition. Prior to the commencement of the development hereby approved details of the play equipment to be erected in the play garden shown on plan No 2001/07/02 Rev A shall be submitted to and approved in writing by the Local Planning Authority. The play equipment shall thereafter be installed in accordance with the approved details.

7. Reason. In the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995.

8. Condition. Before any development is commenced details of the existing and proposed levels of all buildings or structures and the levels of the site and any changes proposed to the site shall be submitted to and approved in writing by the Local Planning Authority. The development hereby approved shall then be constructed in accordance with the approved levels details unless otherwise agreed in writing by the Local Planning Authority.

8. Reason. To provide reasonable freeboard against flooding in accordance with policy SP8/7 of the Cambridgeshire Structure Plan 1995.

9. Condition. This decision is based upon the submitted application as amended by the following plan numbers.

Site Layout

2001/07/02 Rev A received 29 November 2001

Hard and Soft Landscaping

JBA 01/48-01 Rev G received 4 January 2002

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Floor Plans

2001/07/10/A received 29 November 2001

Elevations

2001/07/31 Rev A received 29 November 2001

9. Reason. For the avoidance of doubt.

10. 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.

11. 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).
PPG1, PPG6, PPG13 and SPG Ext. Artificial Lighting

Head of Planning Services
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