DATED 28th JANUARY 2004

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

MRS MARGARET KNIBBS and **MRS ANN MARGARET NAYLOR**

- and -

MRS MARGARET KNIBBS, MR IVOR GRAHAM NAYLOR & MRS ANN MARGARET NAYLOR

- and -

BARCLAYS BANK PLC

- and -

THE MORTGAGE BUSINESS PLC

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 in relation to Erection of Dwelling

At
Northbrook Equestrian Centre
New Road
Offord Cluny

(Agreement to revoke Planning Permission 99/01121/FUL)

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.57)

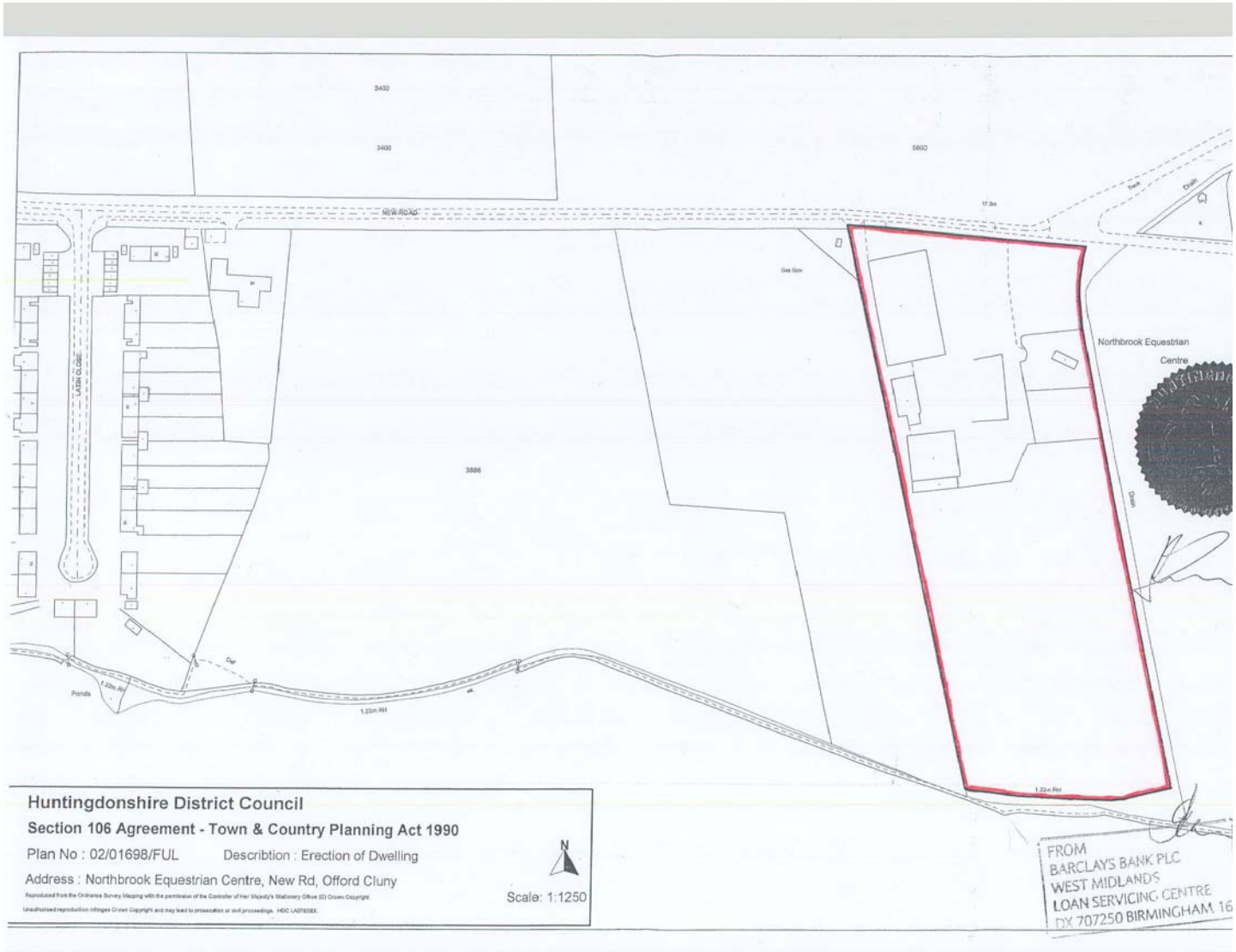
THIS AGREEMENT is made the 28th day of January Two thousand and FOUR

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 **MRS MARGARET KNIBBS and MRS ANN MARGARET NAYLOR** of Northbrook Equestrian Centre New Road Offord Cluny Cambridgeshire PE19 5RP ("the First Owner") of the second part and the said **MRS MARGARET KNIBBS, MRS ANN MARGARET NAYLOR** and **MR IVOR GRAHAM NAYLOR** of Northbrook Equestrian Centre New Road Offord Cluny Cambridgeshire PE19 5RP (hereinafter called "the Second Owner") of the third part and **BARCLAYS BANK PLC** 41 High Street St Neots Huntingdon Cambridgeshire PE19 1AS (hereinafter called "the First Mortgagee") of the fourth part and **THE MORTGAGE BUSINESS PLC** (Co. Reg. No 1997277) of Thistle House City Road Chester CH88 3AN (hereinafter called "the Second Mortgagee") of the fifth 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 4th day of July 2002 under application number 02/01698/FUL
"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 a dwelling at Northbrook Equestrian Centre New Road Offord Cluny
"the Existing Planning Permission"	means the Planning Permission with reference 99/01121/FUL for the erection of a dwelling house
"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


3400
3400
5600
NEW ROAD
LATIN CLOSE
3886
Northbrook Equestrian
Centre
Drain
Ponds
1.22m RH
Huntingdonshire District Council
Section 106 Agreement - Town & Country Planning Act 1990
Plan No : 02/01698/FUL
Describtion : Erection of Dwelling
Address : Northbrook Equestrian Centre, New Rd, Offord Cluny
Scale: 1:1250
N
FROM
BARCLAYS BANK PLC
WEST MIDLANDS
LOAN SERVICING CENTRE
DX 707250 BIRMINGHAM 16

"the Land"	means land situate at Northbrook Equestrian Centre New Road Offord Cluny comprising approximately 1.919 hectares and shown edged red on the Plan
"the First Legal Charge"	means a charge dated the 27th day of November 1998 and made between the First Owner (1) and the First Mortgagee (2)
"the Second Legal Charge"	means a charge dated 20th September 2002 made between the Second Owner and the Second Mortgagee
"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 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 First Owner is seised of part of the Land registered with freehold title absolute at H M Land Registry under title number CB 184990 (subject to the First Legal Charge) the Second Owner is seised of the Land registered with freehold title absolute at HM Land Registry under title number CB 265493 (subject to the Second 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** First Owner and the Second Owner (with the consent of the First Mortgagee and the Second Mortgagee as to their respective interests in the Land.) 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

3.5 The First Mortgagee hereby agrees to be bound by the said covenants by the First Owner only in the event that it becomes a mortgagee in possession and that such liability will cease once it has parted with its interest in the Land subject to the First Legal Charge

4 **IT** is agreed and declared

4.1 The expressions "the Council" and "the First Owner" and "the Second Owner" "the First Mortgagee" and "Second Mortgagee" shall include their successors in title and assigns

4.2 Wherever the expression "the First Owner" and "the Second Owner" includes more than one person then the covenants on the part of the First Owner and Second 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 First Owner and the Second Owner this Agreement shall thereupon cease to have effect

4.4 The First Owner and the Second 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

4.5 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 First Owner and the Second 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

5 A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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 suffer or permit to be carried out the erection of any dwelling 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



12/04

SIGNED as a Deed and **DELIVERED** by the said **MRS MARGARET KNIBBS** in the presence of:

A. BUCHANAN
12, BUCKLEY ROAD
ST. NEOTS
PE19 2TR
SELF-EMPLOYED SALESMAN

Margaret Knibbs

SIGNED as a Deed and **DELIVERED** by the said **IVOR GRAHAM NAYLOR** in the presence of:

AS ABOVE

SIGNED as a Deed and **DELIVERED** by the said **ANN MARGARET NAYLOR** in the presence of:

AS ABOVE

THE COMMON SEAL OF BARCLAYS BANK PLC was affixed to this Deed in the presence of:-

Signed as a deed
By Chris Catlin
as Attorney for and
on behalf of
Barclays Bank P.L.C.
in the presence of
Name
Signature

THE COMMON SEAL OF THE MORTGAGE BUSINESS PLC was affixed to this Deed in the presence of:-

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

INITIALS | DATE

BY THIS POWER OF ATTORNEY dated 17 October 2003 BARCLAYS BANK PLC of 54 Lombard Street, London, EC3P 3AH (the "Bank") hereby appoints for a period of one year from the date of this deed

Christopher John Catlin
Head of Specialist Support
Barclays Bank PLC
Camden House East
Birmingham
B1 3QA

as its true and lawful attorney (the "Attorney") for and on behalf of the Bank (but without prejudice to or in any way limiting the actual or ostensible authority of the said Attorney), to do and execute the following acts and deeds

1. To sign all forms of written documents except acceptances and endorsements of bills of exchange.

2. To accept and endorse bills of exchange jointly with some other person duly authorised by the Bank for that purpose.

3. To sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easement and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Bank.

4. To make any declaration, affidavit or proof of any debt due or claimed to be due to the Bank in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney replaces any previous Power of Attorney issued to the Attorney save for any specific power issued.

In witness whereof, this Power of Attorney has been executed as a deed on the date first written above.

Executed as a deed
by Barclays Bank PLC
by the affixing of its Common
Seal in the presence of :

ASSISTANT SECRETARY

Authorised Sealing Officer :

Seal Number : GCS/PA/03/685

I certify that th… and complete copy of the original

FOR BARCLAYS BANK PLC
Name DAVINA GILBERT
Job Title BANK OFFICIAL

Ref: 877