DATED 3rd January 2008

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

- and –

CMB ST IVES LIMITED

- and –

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 in relation to residential development at 9 The Waits & Ramsey Road, St Ives

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

(CenS.CM.jaw.L/PO 52)

THIS AGREEMENT is made the 3rd day of January Two thousand and ~~two~~ three

B E T W E E N 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 **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the County Council") of the second part and **CMB ST IVES LIMITED** of Dairy Court 97 Huntingdon Street St Neots Cambridgeshire PE19 1DU (hereinafter called "the Owner") of the third part and **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** ~~of~~ INCORPORATED BY ACT OF PARLIAMENT WHOSE HEAD OFFICE IS AT THE MOUND EDINBURGH EH1 1YZ AND WHOSE LOCAL BUSINESS CENTRE IS AT Securities for Advances Business Operations 1st Floor 2 Robertson Avenue Edinburgh EH11 1PZ (hereinafter called "the Mortgagee") of the fourth part CWH MPB

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 31st day of January 2002 under application number 02/00245/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 the erection of 24 houses and flats
"the Education Contribution"	means the sum of £45,000.00 as adjusted by any increase or decrease in the Index from the date of this Agreement to the date of payment of the Education Contribution
"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 Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Price Index

"the Land"	means land situate at 9 The Waits and on the east side of Ramsey Road St Ives comprising approximately 0.34 hectares and shown edged red on the Plan
"the Legal Charge"	means a charge dated the 26th September 2002 and made between the Owner (1) and the Mortgagee (2)
"Off Site Facilities Contribution"	means the sum of £20,840.00 as adjusted by any increase or decrease in the Index from the date of this Agreement to the date of payment of the Off Site Facilities Contribution
"the Plan"	means the plan annexed hereto and marked "Plan No: 02/00245/FUL"
"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 agreed amendments to the Planning Permission

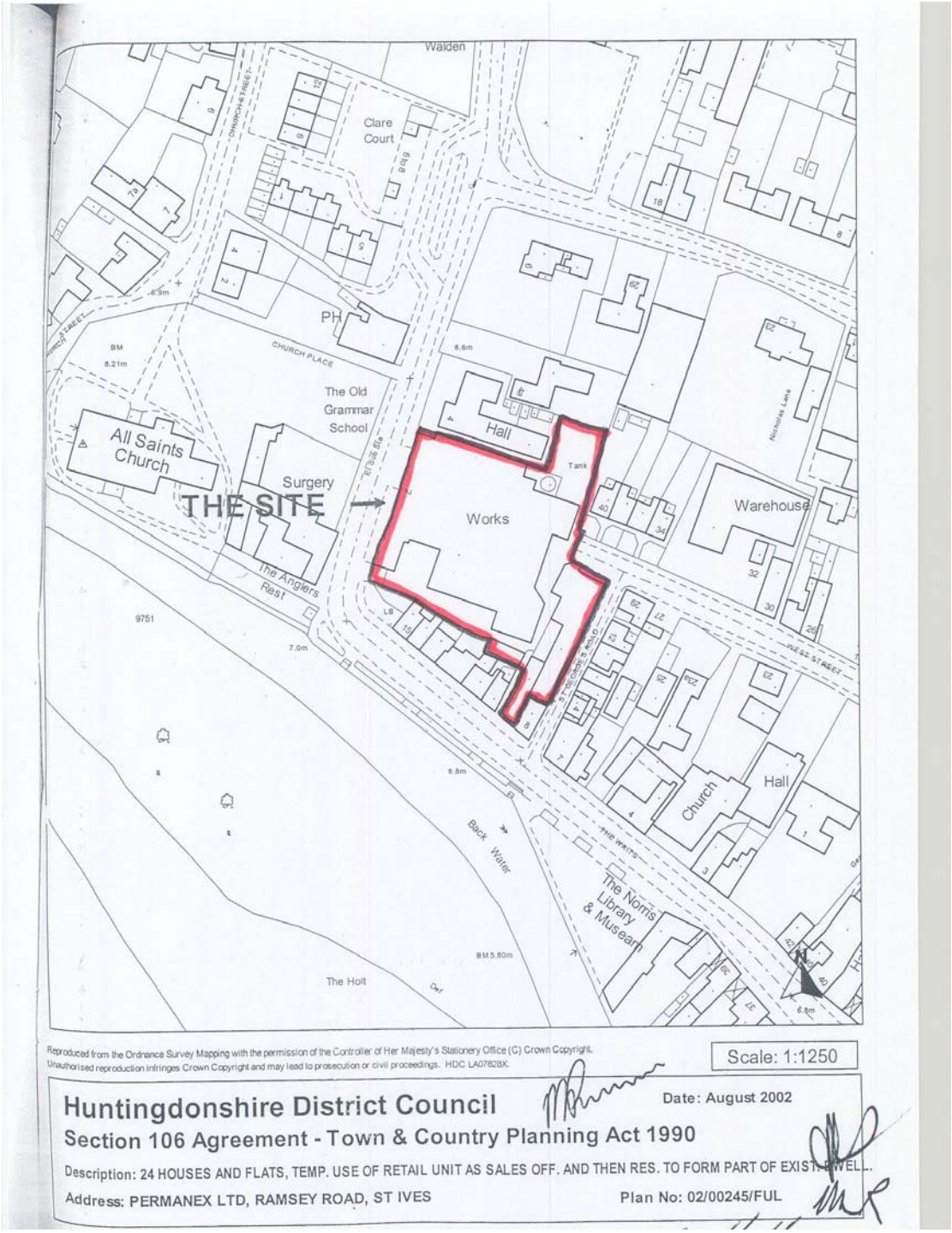
WHEREAS:

(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 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 part registered with title absolute at H M Land Registry under title numbers CB 244805 and CB 259115 (subject to the Legal Charge) and part unregistered and comprised in a Transfer dated 12th September 2002 and made between the County Council (1) and the Owner (2) in the course of registration at HM Land Registry

(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



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Scale: 1:1250

Huntingdonshire District Council

Date: August 2002

Section 106 Agreement - Town & Country Planning Act 1990

Description: 24 HOUSES AND FLATS, TEMP. USE OF RETAIL UNIT AS SALES OFF. AND THEN RES. TO FORM PART OF EXIST. DWELL.

Address: PERMANEX LTD, RAMSEY ROAD, ST IVES

Plan No: 02/00245/FUL

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 contained in paragraph 1 to the Schedule are enforceable by the Council and those contained in paragraph 2 are enforceable by the County 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

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 and immediately prior to the occupation of the first dwelling or flat comprised within the Development

4. **IT** is agreed and declared

4.1 The expressions "the Council" "the County 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 and the County 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 or the County 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. **Off Site Facilities Contribution**

1.1 None of the dwellings or flats comprised within the Development shall be occupied until the Off Site Facilities Contribution has been paid to the Council

1.2 The Off Site Facilities Contribution shall be used for the provision and/or maintenance of children's casual and equipped play space at Warner Park or Slepe Hall playing field St Ives

2. **Education Contribution**

2.1 None of the dwellings or flats comprised within the Development shall be occupied until the Education Contribution has been paid to the County Council

2.2 The County Council covenants with the Owner that the Education Contribution shall be used solely for the provision of education facilities in St Ives

2.3 If the Education Contribution or any part thereof is not expended in accordance with paragraph 2.2 above within a period of 5 years from its receipt by the County Council the Education Contribution or such part thereof which is not expended together with any interest thereon shall be repaid on receipt of a written demand by the County Council to the Owner **PROVIDED ALWAYS** that if before the expiry of the said five 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 or County Council's direct service organisation) relating to the provision of the improvements to which the Education Contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said five year period any sum to be repaid to the owner 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

2.4 It is hereby acknowledged and agreed that the County Council may at its sole discretion on or at any time after completion of this Planning Obligation commence the provision or provide (in whole or in part) the education facilities in accordance with paragraph 2.2 to this Schedule notwithstanding that the trigger point for payment of the sum specified in paragraph 2.1 to this Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the Education Contribution in accordance with the provisions of this Agreement so as to reimburse the County Council the costs incurred both prior (if any) and subsequent to such trigger point **PROVIDED THAT** the County Council hereby covenants with the Owner that it shall if requested by the Owner in writing supply a statement of account to the Owner within 2 months of receipt of such request as to how the Education Contribution has been spent

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

192/02

Executive Director of Central Services

THE COMMON SEAL of the **CAMBRIDGESHIRE COUNTY COUNCIL** was affixed to this Deed in the Presence of :- Democratic Service Team Manager

678/02

EXECUTED AS A DEED BY

[redacted] **CMB ST IVES LIMITED**

[redacted] ACTING BY

Director

Secretary

Martin H Raybould

BANK'S EXECUTION CLAUSE

SIGNED AS A DEED FOR AND ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ACTING AS ITS DULY AUTHORISED SIGNATORY

L Hoult

WITNESS

Securities for Advances
Business Banking Operations
1st Floor
2 Robertson Avenue
Edinburgh
EH11 1PZ