DATED 3rd September 2002

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

LESLEY CLAIRE POWELL-CORBETT

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 83 The Highway, Great Staughton, Cambridgeshire
(to secure revocation of Planning Permissions 98/0134/OUT and 01/00966 (Reserved Matters)

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. 36)

THIS AGREEMENT is made the Third day of September Two thousand and 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 one part and **LESLEY CLAIRE POWELL-CORBETT** of 83 the Highway Great Staughton Huntingdon PE19 5DA of the second part and **BRADFORD AND BINGLEY PLC** (Company Number 3938288) of Registered Office PO Box 88 Crossflatts Bingley West Yorkshire BD16 2UA (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 7th day of September 2001 under application number 01/01962/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 dwelling and two garages
"the Existing Planning Permissions"	means the Outline Planning Permission with reference 98/0134 dated 12th May 1998 and the Approval of Reserved Matters with reference 01/00966 dated 29th August 2001
"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 at 83 The Highways Great Staughton Cambridgeshire comprising approximately 0.075 hectares and shown edged red on the Plan

"the Legal Charge"	means a charge dated the 15th day of June 2000 and made between the Owner (1) and the Mortgagee (then known as the Bradford and Bingley Building Society) (2) registered at H M Land Registry on Title CB 205892 on 30th June 2000
"the Plan"	means the plan annexed hereto and marked " "
"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 the Land registered with Freehold Title Absolute at H M Land Registry under title number CB 205892 (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

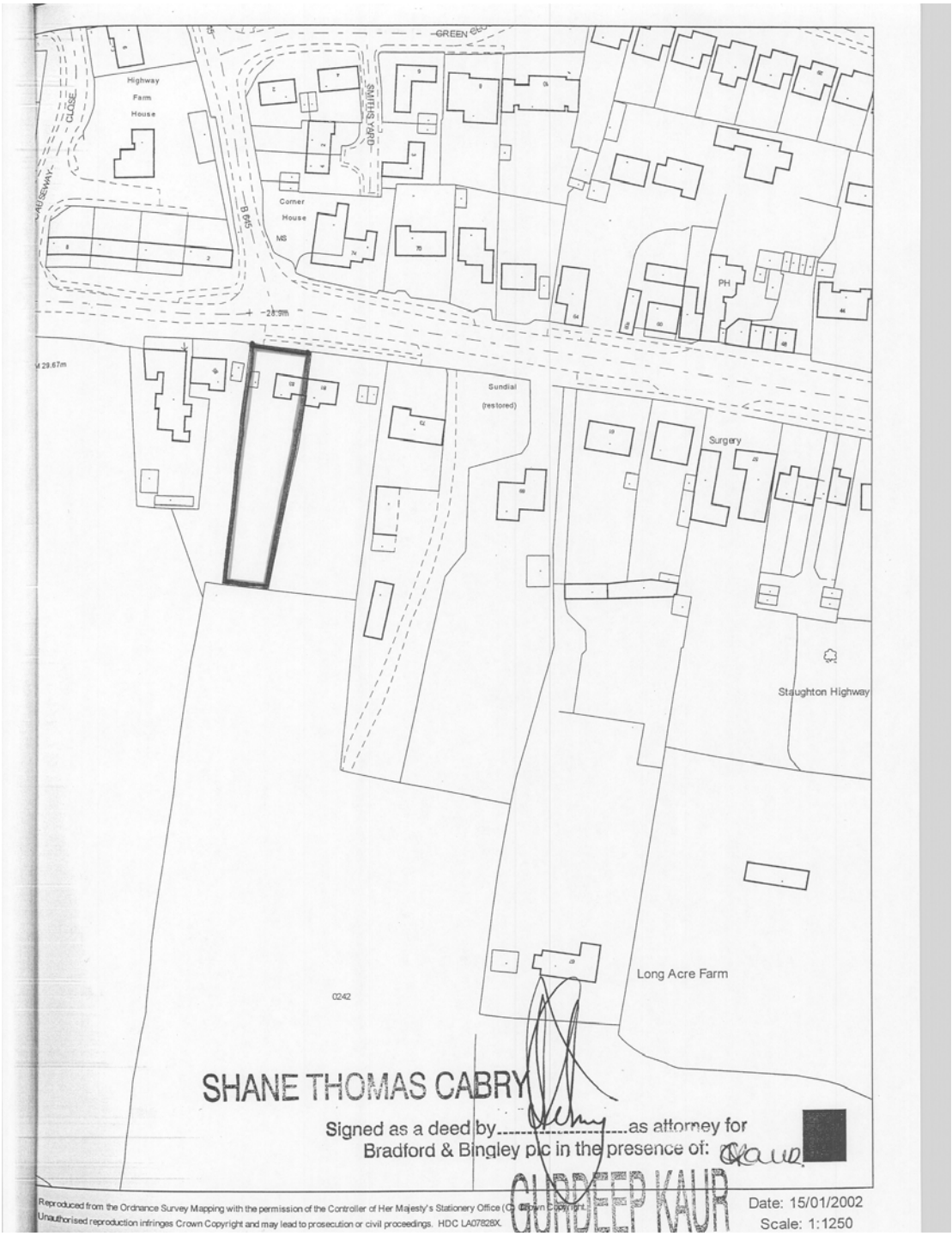
WITNESSETH as follows :

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



SHANE THOMAS CABRY

Signed as a deed by.....as attorney for
Bradford & Bingley plc in the presence of:

GURDEEP KAUR

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Date: 15/01/2002
Scale: 1:1250

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" "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 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 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 suffer or permit to be carried out the development authorised by the Existing Planning Permissions.

2. In the event of the Council making a Revocation Order under Section 97 of the Act in respect of the Existing Planning Permissions 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

12/8/02

SIGNED as a Deed and **DELIVERED** by the said **LESLEY CLAIRE POWELL-CORBETT** in the presence of:-

WITNESS : SJP ARMSTRONG

NAME : ROBINS FOLLY COTTAGE

ADDRESS : THURLEIGH
BEDFORD MK44 2EQ

X L C P-C X
Claire Powell-Corbett

~~**SIGNED as a Deed and DELIVERED by the BRADFORD & BINGLEY PLC** in the presence of:-~~

~~Authorised Signatory~~

SHANE THOMAS CABRY

Signed as a deed by ..... as attorney for Bradford & Bingley plc in the presence of:

GURDEEP KAUR

Bradford & Bingley plc

ABSTRACT OF TITLE TO THE PROPERTY, RIGHTS AND LIABILITIES OF BRADFORD & BINGLEY BUILDING SOCIETY.

9th May 2000	
Examined against the original at the registered office of Bradford & Bingley plc	By a transfer agreement (the "Transfer Agreement") made between Bradford & Bingley Building Society (the "Society") and Bradford & Bingley plc it was agreed, inter alia, that the business of the Society be transferred to Bradford & Bingley plc in accordance of with and pursuant to sections 97 – 103 of the Building Societies Act 1986 (the "Act") subject to certain conditions.

C J N Davidson

C. J. N. Davidson

Group Solicitor
Bradford & Bingley plc
4 December 2000

17 July 2000	At a special general meeting of the Society, the requisite transfer resolutions required for the purposes of section 97 of the Act were passed.
28 September 2000	The Building Societies Commission confirmed the said transfer pursuant to s98 of the Act.
27 November 2000	Pursuant to section 97(8) of the Act the Society gave notice to the Central Office of the Registry of Friendly Societies that 4 December 2000 was to be the vesting date for the purpose of the said transfer.
4 December 2000	All other conditions mentioned in the Transfer Agreement having been satisfied, the said transfer took place and all the property, rights and liabilities of the Society were thereby transferred to Bradford & Bingley plc pursuant to section 97(6) of the Act.

Note: This abstract, a copy of the above documents and the Memorandum and Articles of Association of Bradford & Bingley plc have been filed with:

England & Wales	HM Land Registry under reference 261/328/93

POWER OF ATTORNEY FOR EXECUTION OF DOCUMENTS

BY THIS POWER OF ATTORNEY executed on the 1st day of March 2002 Bradford & Bingley Plc (Company Registration No. 3932828) ("the Company") whose registered office is situated at Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA appoints with effect from ~~this date~~ the persons named below severally to be attorneys of the Company to execute and sign and deliver any document or documents and to take any action or actions that may be necessary or required for the purposes of registering, varying, postponing, preserving, enforcing, discharging or otherwise dealing in any manner and for any purpose with any mortgage, charge, assignment, lien, set-off or other security granted or to be granted in favour of the Company (or the title to or benefit of which has passed to the Company) and which secures the indebtedness or any other obligation or obligations of any person or person to the Company.

(PERSONS AUTHORISED UNDER POWER OF ATTORNEY)

Andrew David Merrick, Alan Forbes Shankley, Paul Gary Jordan, William David Johnston, Paul Rowbotham, Paul Martin Hopkinson, Christopher John Neil Davidson, David Parkins, Christine Alvey, Caroline Jane McNulty, Sarah Anne Elizabeth Fagan-Curry, Parvez Khoker, Catherine Mary Lawless, Nicholas Hardaker, Colin Alistair Russell, Philip Riley, Warren Burnett, Elizabeth Mary Dolan, Linda Davies, Christopher David Robson, Timothy Dawson, Richard Francis Dunning, Anthony Patrick Ruane, Nicholas Peter Rex, Simone Alexandra Robinson, Claire Michelle Rowles, Peter James Wignall, Stephen Fox, Christine Mary Fulton, Alison Little, Sarah Caroline Bentley, Charles Daniel Ward, Thomas Berry, John Simon Wilkinson, Andrew Charles Goodall, John Pickering, Nigel Powell, Keith Richard Greenough, Ian David Mowbray, Guy Kennedy Davis, Kevin Denham, Nikola Joanne Muirhead, Karen Veronica Patyk-Roylance, Lucy Claire Wigfield, Iain Stuart Bonner, Qamar Hassan, Elizabeth Jane Milner, Sarah Jane Stapyiton, Shane Thomas Cabry, Jason Manuel Davies, Martin Christopher Parnaby, Shirley Therese Caldwell, Andrew James Macnamara, Shelley Louise Smith, Carol Anne Weaver, Lucy Mary Shuker, Fiona Jayne Humphris, Angela Grace Crowe, Donna Louise Lawn, Joanne Alinson, Sarah Louise Creasey, Julian Burgess Sleath, David Lawton, David Michael Oakes, Alan Patrick Duckworth, Elizabeth Jane Wade, Rachel Louise Charmbury.

I Hereby Certify this to be a true Copy of the Original Document.
Elizabeth Lee
Solicitor

Given under THE COMMON SEAL OF

BRADFORD & BINGLEY plc as a deed

Director

Secretary