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HUNTINGDONSHIRE DISTRICT COUNCIL

INTERNAL MEMORANDUM

FROM : THE HEAD OF LEGAL & ESTATES **TO : SEE BELOW:**

MY REF: CENS.WAS.maw.L/PO/70

PLEASE ASK FOR : WAYLAND SMALLEY **YOUR REF :**

EXT NO : 8022

DATE : 25 January 2005

SECTION 106 AGREEMENT
LAND AT MEADOW LANE ST IVES

I am pleased to report completion of this Agreement on the 24th January 2005. I enclose a copy of the completed Agreement for your records.

Mr W Smalley
LEGAL AND ESTATES

Copies to: Pat Knight – Countryside Officer – C & T
Jon Webster – Policy Officer – Central Services
Terry Day – Accountancy
Stuart Bell – Environment & Transport

DATED 24th January 2005

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

and

ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to Development at
Meadow Lane, St Ives, Cambridgeshire
(open space & controlled pedestrian crossing provision with maintenance contributions)

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.70)

THIS AGREEMENT is made the 24th day of January Two thousand and five

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 **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the County Council") of the second part and **ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED,** (Company Registration 3460239) of 180 Brompton Road, Knightsbridge, London SW3 1HQ (hereinafter called "the Owner) of the third part

DEFINITIONS:

In this Agreement the following expressions shall have the following meanings :-

"the Act"	means the Town and Country Planning Act 1990 (as amended)
"the Application"	means the planning application registered on the 13th day of March 2001 under application number 01/00516/S73 for variation of time limit conditions imposed on Permission Reference 89/2252 for the erection of offices (A2 and B1)
"the Commuted Sum"	means the sum payable to the Council in accordance with paragraphs 5 and 6 of the Schedule hereto
"the Controlled Pedestrian Crossing Contribution"	means the contribution payable to the County Council in accordance with paragraph 7 of the Schedule hereto
"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 but disregarding site and soil surveys and investigations (including archaeological works) and works of excavation, demolition, site clearance and site preparation and remediation, diversion and laying of services, marking-out or pegging-out operations, the erection of hoardings and fences and construction of access or service roads (if any)
"the Development"	means the development of the Land in accordance with the Planning Permission

"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 All Employees (Whole Economy – Actual) Index of the Average Earnings Index published by The Stationery Office
"the Land"	means land situate at Meadow Lane, St Ives, Cambridgeshire comprising approximately 1.6 hectares or thereabouts and shown edged blue on Plan 1
"Plan 1"	means the plan annexed hereto and marked "Plan 1"
"Plan 2"	means the plan annexed hereto and marked "Plan 2"
"the Planning Obligations"	means the planning obligations contained in this Agreement
"the Planning Permission"	means permission for the Development granted by the Council pursuant to the Application in the form annexed hereto
"the Pocket Park"	means land situate on the eastern side of the A1096 St Ives Bypass comprising approximately 1.11 hectares and shown edged green on Plan 1
"the Right of Way"	means the rights of way (1) over the Land to the Pocket Park between points A and B as shown on Plan 1 and (2) along the access way coloured brown between points Y and Z as shown on Plan 2 to be granted by the Owner to the Council in accordance with paragraph 2 of the Schedule in the form annexed hereto and marked Annexe 2
"the Transfer"	means a transfer for the sum of one pound of the Pocket Park by the Owner to the Council in the form annexed hereto and marked Annexe 1 and subject to the matters detailed in paragraph 8 of the Schedule.

WHEREAS:

(1) The Council is the Local Planning Authority for the purposes of Section 106 of the Act and the County Council is the Highway Authority 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 registered with Freehold Absolute title at H M Land Registry under title number CB201956

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

(4) The Owner is seised of the Pocket Park for an estate in fee simple in possession free from incumbrances

(5) 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 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1990 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(s) 1 to 6 to the Schedule are enforceable by the Council and those contained in paragraph 7 are enforceable by the County Council

3. **THE** Owner 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

4. **IT** is agreed and declared

4.1 The expressions "the Council" "the County Council" and "the Owner" 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

4.9 Subject to the Owner complying with the Planning Obligations the Council agrees to accept the Transfer

4.10 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.

4.11 No person or body shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after they have parted with all their interest in the Land or the part in respect of which such breach occurs.

4.12 The Council has resolved and hereby covenants with the Owner to issue the Planning Permission within 14 days of the date hereof.

4.13 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any of the Land in accordance with a planning permission (other than the Planning Permission)

granted by the Council the County Council or the First Secretary of State (or any successor) on appeal or reference to him after the date of this Agreement.

4.14 The Council and the County Council acknowledge that they entered into agreements under Section 106 of the Act dated 1 March 1995 and 22 February 1995 ("the Old Agreements") with the owners for the time being of the Land and that the provisions of those agreements are now either spent or inappropriate to restrict or control the Development upon the Land or are replaced by the provisions of this Agreement and that the Old Agreements are therefore varied accordingly.

4.15 For the avoidance of any legal doubt the Council and the County Council covenant with the Owner that they will take no steps to enforce the Old Agreements against the Owner in respect of the Land.

5. The Council hereby covenants with the Owner.

5.1 Upon receipt of the Commuted Sum to apply the same together with any interest towards the maintenance of the Pocket Park and to furnish the Owner at the request of the Owner at the end of 5 years from the date of receipt of payment with details of the expenditure by the Council of all monies paid to the Council by the Owner in respect of the Commuted Sum and the purposes to which the monies have been applied

6. The County Council covenants upon receipt of the Controlled Pedestrian Crossing Contribution to hold it in a separately identifiable account within the County Council's financial accounting system to which interest will be applied and apply the same together with any interest towards the provision of a controlled pedestrian crossing on the A1096 St Ives Bypass in the vicinity of the Land PROVIDED THAT if any part of the Controlled Pedestrian Crossing Contribution (or any interest earned on it) has not been expended for the relevant purposes within a period of five years from the date of receipt of the contribution any unexpended amount shall forthwith be returned to the person who paid the contribution.

7. At the end of the fifth year of the period referred to in paragraph 6 above the County Council will at the Owner's request provide a certificate showing all payments made during the previous five years and the purposes to which they have been applied.

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 The Commencement of Development shall not take place until the Transfer has been made at no expense to the Council save the consideration of one pound and the requirements in paragraphs 3 to 6 inclusive of this Schedule have been fully complied with

2 The development on the Land shall not be occupied until the Right of Way has been granted

3 Prior to the Transfer being granted the Owner shall (at its own expense) ensure that

(a) the Pocket Park is cleared of all stones litter and rubbish before being cut and the arisings raked off and sprayed with a selective weedkiller all to the reasonable satisfaction of the Head of Planning; and

(b) two lifebuoys complete with housings are to be installed adjacent to the waters edge in the Pocket Park at locations to be first agreed in writing by the Head of Planning

4 Within one month of the Transfer being granted the Owner shall at its own expense ensure that suitable and sufficient sign posts are erected indicating the line of the Right of Way between points A and B on Plan 1 and the Pocket Park in locations to be first agreed in writing by the Head of Planning

5 At the same time that the Transfer is granted in accordance with paragraph 1 to this Schedule the Owner shall pay to the Council the Commuted Sum

6 The Commuted Sum shall as at the date of this Agreement be a single sum of £20,000 but shall be adjusted thereafter in accordance with the proportional change in the Index during the period

calculated from the date of this Agreement to a date one month before payment of the Commuted Sum to the Council is made

7 On Commencement of the Development to pay to the County Council as Highway Authority the Controlled Pedestrian Crossing Contribution which shall as at the date of this Agreement be a single sum of £35,000 but shall be adjusted in accordance with movements in The Royal Institution of the Chartered Surveyors Building Cost Information Service All in Tender Price Index from the date of this Agreement to a date one month before payment of the commuted sum to the County Council is made

8 Further to paragraph 1 of this Schedule, the Pocket Park is to be sold by the Owner to the Council subject to:

8.1 all local land charges (whether registered before or after today and whether registered or not) and all things capable of registration as such, if not actually registered;

8.2 all notices, orders, demands, proposals or requirements served or made by any government department, public or local authority, statutory undertaker or other competent body or person;

8.3 all charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under planning or highways statutes affecting the Pocket Park and any orders or regulations made under those or other statutes;

8.4 all rates, charges and other outgoings affecting or charged on the Pocket Park other than any mortgages or legal charges securing the payment of money;

8.5 all public or private rights of way, easements, quasi-easements rights, exceptions or other similar matters apparent on inspection of the Pocket Park or disclosed in any of the documents referred to in this Agreement but without any liability on the Owner to define them;

8.6 all matters revealed or that might reasonably be expected to be revealed by searches and enquiries that would have been made by or on behalf of a prudent purchaser of the Pocket Park;

8.7 any liability to repair and maintain roads, paths, conduits, fences or other similar matters and any liability to contribute to the cost of doing such things (but without liability on the Owner to apportion liability or to provide evidence of such liability); and

8.8 all overriding interests listed in Schedule 3 of the Land Registration Act 2002.

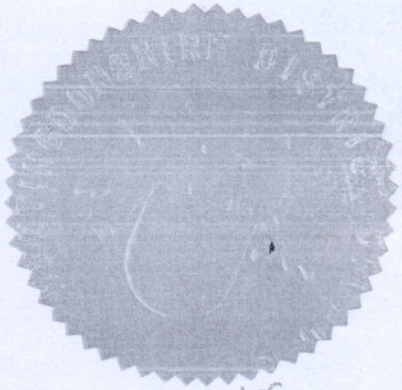
8.9 The Council is deemed to have full knowledge of everything subject to which the Pocket Park is sold and may only raise an enquiry or requisition in respect of any new matter which was not subsisting prior to or on the date of this Agreement.

8.10 The Owner has already deduced title to the Council and the Council is deemed to buy the Pocket Park with full knowledge of everything referred to in it. The Council may not raise any requisition or objection about anything contained or referred to in the title to the Pocket Park except in respect of an encumbrance revealed by a search made under rules 147 or 155 of the Land Registration Rules 2003 of which neither the Council or its solicitor were actually or constructively aware of at the date of this Agreement.

8.11 If the Owner agrees to complete by post then such completion shall be at the Council's risk and cost in all respects.

8.12 For the avoidance of doubt in dealing with any enquiries or requisitions or objections raised by the Council in accordance with this paragraph 8 after the date of this Agreement each party to the Transfer shall bear its own costs and expenses.

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



~~Executive~~ Director of Central Services

THE COMMON SEAL of)
ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED)
was affixed to this Deed in the presence)
of :-)

THE COMMON SEAL of)
ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED)
was affixed to this Deed in the presence)
of :-)

Director

Secretary

THE COMMON SEAL of the **CAMBRIDGESHIRE**)
COUNTY COUNCIL was affixed to this Deed in the)
presence of :-)



Head of Legal
Services

33/05

DRAFT COPY ONLY

Application Number: 0100516S73

TOWN & COUNTRY PLANNING ACT, 1990

PLANNING PERMISSION

City And St James Property Ltd
c/o Terence O'Rourke Plc
Everdene House
Wessex Fields
Deansleigh Road
Bournemouth
Dorset
BH7 7DU

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

Variation of time limit conditions imposed on permission reference 89/2252 for the erection of offices (A2 and B1)
ARC Ltd Meadow Lane St. Ives Cambridgeshire

in accordance with your application received on 8th 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. Condition 1 of planning permission 89/2252 dated 1st march 1995 is hereby varied to permit the application for the approval of reserved matters namely the siting, design and external appearance of the building(s), the means of access thereto and the landscaping of the site, to be made no later than 3 years from the date of this permission.

1. Reason. To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town & Country Planning Act 1990.

2. Condition. The development hereby permitted shall be begun before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved whichever is the later.

2. Reason. To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town & Country Planning Act 1990.

3. Condition. All the remaining conditions specified in the outline planning permission reference 89/2252 dated 1st march 1995 shall remain in force.

3. Reason. For the avoidance of doubt.

Head of Planning Services
ufm2.rtf
Date 11th May 2004

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

ANNEXE 1

(TRANSFER)

Transfer of part of registered title(s)

Land Registry TP1

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
CB201956

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g.*
mines and minerals, should be defined. Any attached plan must be signed by the transferor.

The Property is defined: *Place "X" in the appropriate box.*

☒ on the attached plan and shown EDGED RED *State reference e.g. "edged red".*

☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date

6. Transferor *Give full name(s) and company's registered number, if any.*
ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED (CO. NO. 3460239)

7. Transferee **for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an*
SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give
territory in which incorporated.
HUNTINGDONSHIRE DISTRICT COUNCIL

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will

8. Transferee's intended **address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service* ***one*** *of which* ***must*** *be a postal address but does not have to be within the UK. The other addresses can be*
any combination of a postal address, a box number at a UK document exchange or an electronic address.

Pathfinder House St Mary's Street Huntingdon Cambridgeshire PE29 3TN

9. The Transferor transfers the Property to the Transferee

10. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures. One Pound (£1)*

☐ *Insert other receipt as appropriate.*

☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with *Place "X" in the appropriate box and add any modifications.*

☒ full title guarantee ☐ limited title guarantee

11.1 The Transferor sells with full title guarantee but for this purpose the words "at his own cost" in Section 2 (1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be deemed to have been replaced by "at the cost of the covenantee" and the words "and could not reasonably be expected to" from Section 3(1) of that Act will be deemed to have been omitted.

11.2 Section 6(2)(a) of that Act will be construed as though all entries in any register or database open to the public are to be treated as within the Transferee's actual knowledge.

11.3 The covenant implied by Section 3(1) of that Act applies only to charges or encumbrances created by the Seller.

12. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions

Use this panel for:

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

The prescribed subheadings may be added to, amended, repositioned or omitted.

13.1 The Transferee covenants that the Transferee and its successors in title will (by way of indemnity only) observe and perform the covenants conditions and other matters contained or referred to in the registers of title number CB201956 so far as they relate to the Property and will keep the Transferor and its successors in title fully and effectively indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or its successors in title in respect of future breach or non-observance or non-performance of those covenants, conditions and obligations so far as they relate to the Property.

13.2.The Transferee shall not be entitled to the continuance of nor shall he by virtue of this transfer or of the Law of Property Act 1925 Section 62 or the rule in Wheeldon v Burrows acquire any easement or right or privilege or advantage over or in respect of the land in title number CB201956 which does not form part of the Property ("the Retained Land") or be entitled to the benefit (which benefit is hereby exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any person with the Transferor or its predecessors in title to the Retained Land save in so far as is specifically granted in this transfer.

13.3 The Transferee covenants that the Transferee will to the intent that the burden of this covenant may (so far as possible) run with and bind the Property and each and every part thereof and to the intent that the benefit thereof may

(so far as possible) be annexed to and run with the Retained Land and each and every part thereof not in any circumstances to use or cause or permit or suffer the Property to be used otherwise than as an amenity space for the use of the public and not to make any change of use of nor carry out any development in on or under the Property within the meaning of planning legislation except as it exists at the date of this Transfer (save for such development (if any) as is consistent with the use and occupation of the Property as an amenity space for the use of the public)

14. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Signed as a deed by ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED acting by	Sign here Director Director/Secretary
THE COMMON SEAL of the HUNTINGDONSHIRE DISTRICT COUNCIL was affixed to this Deed in the presence of:	Sign here Executive Director of Control Services

ANNEXE 2

THIS DEED OF GRANT is made the day of 200

1. **BETWEEN**

(1) ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED (Company Registration 3460239) whose registered office is situate at 180 Brompton Road, Knightsbridge, London SW3 1HQ ("the Grantor") and

(2) HUNTINGDONSHIRE DISTRICT COUNCIL of Pathfinder House St Mary's Street Huntingdon Cambridgeshire PE 29 3TN ("the Council") and

2 **RECITALS**

2.1 The Grantor is seised in possession of the freehold interest in the Servient Land with full title guarantee

2.2 The Grantor has for the consideration mentioned below agreed to grant the Right of Way to the Council

3 **DEFINITIONS**

The following terms shall have the following meanings:

3.1 'Plan 1' means the plan annexed to this deed marked "Plan 1"

3.2 "Plan 2" means the plan annexed to this deed marked "Plan 2"

3.3 'the Servient Land' means the land in the freehold ownership of the Grantor shown for the purposes of identification only edged blue on Plan 1 and the access way coloured brown on Plan 2 and each and every part of the Servient Land

3.4 'the Dominant Land' means the land in the freehold ownership of the Council shown for the purposes of identification only edged green on Plan 1 intended to be benefited by the grant of the Rights and each and every part of the Dominant Land

3.5 'the Right of Way' means the right for the Council and all persons expressly or by implication authorised by the Council (1) to pass and repass to or from the Dominant Land over the Servient Land from or to the public highway at the junction of Harrison Way and Meadow Lane between the points marked A and B on Plan 1 (or such other route which the Grantor may reasonably from time to time determine) with or without vehicles for all purposes connected

with the use and enjoyment of the Dominant Land except that persons exercising the right described herein with vehicles shall do so for the purposes of maintaining the Dominant Land as amenity land only AND (2) so far as the Grantor can grant the same and in common with all others who have a similar right to pass and repass to or from the Dominant Land over the Servient Land along the access way coloured brown between the points marked Y and Z on Plan 2 (or such other route which the Grantor may reasonably from time to time determine) with or without vehicles for all purposes connected with the use and enjoyment of the Dominant Land except that persons exercising the right described herein with vehicles shall do so for the purposes of maintaining the Dominant Land as amenity land only

3.6 'the Grantor' and 'the Council' and 'the Chargee' shall include their respective successors in title

4 GRANT

4.1 In consideration of £1.00 (ONE POUND) (the receipt of which the Grantor acknowledges) the Grantor as beneficial owner of the Servient Land grants to the Council the Right of Way **TO HOLD** to the Council in perpetuity

5 THE GRANTOR'S OBLIGATIONS

The Grantor covenants with the Council to the intent and so as to bind the Servient Land into whosoever hands it may come and for the benefit and protection of the Dominant Land that the Grantor and his successors in title shall at all times after the date of this deed keep the Right of Way in usable repair suitable for cyclists and pedestrians and vehicles

6 INDEMNITY

The Council covenants with the Grantor to keep the Grantor indemnified from and against any act loss damage or liability suffered by the Grantor in the exercise of the Right of Way

7 RESERVATION OF RIGHTS AND EXCLUSIVITY

7.1 All rights not specifically and expressly included in the Right of Way are reserved to the Grantor

7.2 The Right of Way is not granted exclusively and is granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights including but not limited to other persons so authorised from time to time by the Grantor

8 CERTIFICATE OF VALUE

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.00 (SIXTY THOUSAND POUNDS)

I N W I T N E S S whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

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

Executive Director of Central Services

THE COMMON SEAL of)
ST JAMES PROPERTY (GROSVENOR PLACE) LIMITED)
was affixed to this Deed in the presence)
of :-)

Director

Secretary