DATED 21st March 2003

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

STEPHEN JAMES ENFIELD

- and –

HSBC BANK PLC

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 Uggmere Court Road, Ramsey St Marys (provision of Commuted Sum for Off-site provision of Equipped play space)

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

(CenS..WAS.CPM.PO 48)

THIS AGREEMENT is made the 21st day of March Two thousand and Two three

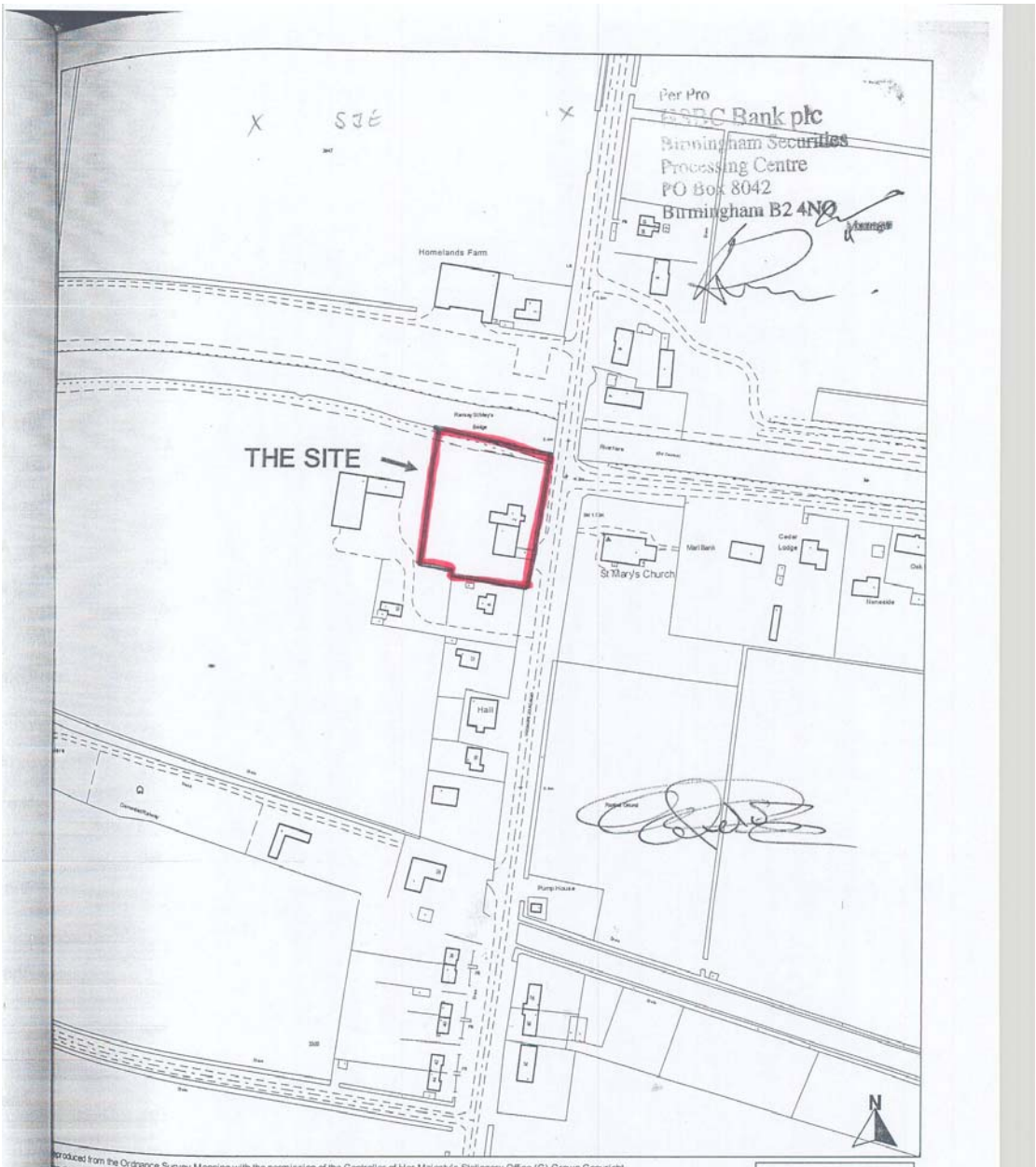
BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one part and **STEPHEN JAMES ENFIELD** trading as Legrant Building Services of Shalima High Street Colne Huntingdon Cambridgeshire PE17 3HB

(hereinafter called "the Owner") of the second part and **HSBC Bank PLC** (Company Registration number 14259) 40-54-07 of Birmingham Securities Processing Centre, PO Box 8042 Birmingham B2 4NQ (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 22nd day of May 2001 under application number 01/01083/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) the Act
"the Development"	means the development of the Land in accordance with the Planning Permission by the erection of ten dwellings
"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 Uggmere Court Road Ramsey St Marys Huntingdon Cambridgeshire comprising approximately 0.423 hectares and shown edged red on the Plan
"the Legal Charge"	means a charge dated the 11th day of May 2001 and made between the Owner (1) and the Mortgagee (2)
"the Plan"	means the plan annexed hereto
"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



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Scale: 1:2500

Huntingdonshire District Council

Date: October 2002

Section 106 Agreement - Town & Country Planning Act 1990

Description: ERECTION OF 10 DWELLINGS AND GARAGES

Address: LAND AT 2 UGG MERE COURT ROAD, RAMSEY HEIGHTS

Plan No: 01/01083/FUL

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 CB247142 (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

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" and "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 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

4.4 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

4.5 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

4.6 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

4.7 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. **COMMUTED SUM**

1.1 On signing this Agreement to pay to the Council a financial contribution of £6,520 towards the provision of play equipment off-site in lieu of provision on site as required by Condition 8 of the Planning Permission dated 3 August 2001 which maybe spent by the Council (or its nominee) as its see fit in the provision of open space, recreation and leisure facilities off-site within the parish of Ramsey.

4.8. The mortgagee consents to the owner entering into this agreement and acknowledges that this agreement binds the Land. The mortgagee shall only be liable for any breach of this agreement if it itself has caused the breach whilst mortgagee in possession. It shall not be liable for any pre-existing breach.

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

Executive Director of Central Services

18/1/02

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

SIGNED AND DELIVERED by

JEREMY DAVID LAMPITT

Attorney of HSBC Bank plc

in the presence of:

Witness: MICHELLE ORTON OCCUPATION: BANK OFFICIAL

Address: HSBC BANK PLC BIRMINGHAM SPC PO BOX 30442 BIRMINGHAM B2 4NP

SIGNED as a Deed and DELIVERED by the said STEPHEN JAMES ENFIELD in the presence of:

WITNESS

Name GARY IAN PRESLAND

Address 3 WEST CLOSE MARCH CAMBS PE158EW