80

DATED 25th June 2001

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMVIL (DEVELOPMENTS) LIMITED

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 including the provision 8 affordable houses at Main Street/Cross Street Farcet Cambridgeshire

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

(CE.CM.jaw.L/PO.13)

THIS AGREEMENT is made the 25th day of June Two Thousand and one

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 **CAMVIL (DEVELOPMENTS) LIMITED** whose registered office is situate at the Old Post Office Cottage Denston Newmarket in the County of Suffolk (hereinafter called "the Owner") of the second part

DEFINITIONS:

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

"the Act"	means the Town & Country Planning Act 1990 (as amended)
"Affordable Housing"	means the 8 bungalows to be constructed on the Affordable Housing Site and intended to provide in perpetuity housing affordable to those people who cannot afford to rent or buy houses generally available on the open market
"Affordable Housing Site"	means the part of the land on which the Affordable Housing is to be constructed comprising 0.23 hectares and shown hatched black on the Plan
"the Application"	means the planning application registered on the 14th day of September 2000 under application number 00/01555
"Commercial Development"	means the implementation of the Planning Permission by carrying out a material operation as defined by Section 56(4) of the Act
"the Development"	means the erection of the Open Market Dwellings and the Affordable Housing on the Land in accordance with the Planning Permission
"District Connection"	means any person who:-

(i) immediately prior to making an application for Affordable Housing has been ordinarily resident within the administrative area of the Council ("the District") or

(ii) has strong links with the District including (without prejudice to the generality of the foregoing):-

(a) Family Associations with the District

(b) any period(s) of ordinary residence totalling 5 years or more in the District at any time other than immediately prior to making the application for Affordable Housing; or

(iii) has permanent employment in the District; or

(iv) has the offer of a job in the District and is unable to take up the offer without securing Affordable Housing

"District Occupier" means a person with a Housing Need and District Connection

"Family Associations" means that a person has a spouse parent brother sister child grandparent or grandchild resident in the relevant Parish or Local Area or the District (as the case may be) who has been resident there for the 3 years immediately preceding the application for Affordable Housing

"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

"Housing Need" means any person who:-

(i) falls within one or more of the categories of person in housing need referred to in the explanatory text following Policy H6 of the Huntingdonshire Local Plan adopted December 1995 (or any subsequent amendment alteration or replacement thereof); and

(ii) would qualify for inclusion on the Housing Register maintained by the Council pursuant to Section 162 of the Housing Act 1996 or any statutory modification or re-enactment thereof; and

(ii) has need of the size of accommodation provided by the Affordable Housing (particular regard being had to the Council's policy for allocation of dwellings); or

a) Family Associations with the Parish ; or

b) any period(s) of ordinary residence totalling 5 years or more in the Parish at any time other than immediately prior to making the application for Affordable Housing; or

(iii) has permanent employment in the Parish; or

(iv) has the offer of a job in the Parish and is unable to take up the offer without securing Affordable Housing

"Parish Occupier"	means a person with Housing Needs and a Parish Connection
"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 or any agreed amendments or variations thereto
"Purchase Price"	means the sum of £32,000.00
"Qualifying Person"	means any Parish Occupier any Local occupier or any District Occupier
"Social Landlord"	means a registered social landlord within the meaning of part 1 of the Housing Act 1996
"Scheme Development Standards"	means the published requirements and recommendations of the Housing Corporation for quality of housing probity of procurement and procedural compliance

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 which is described in a Transfer on Sale dated 11th May 2001 and made between Winston Thomas Chamberlain (1) and the Owner (2)

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

(4) The Council is satisfied that Planning Permission may be granted for the Development 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 and are enforceable by the Council

2. THE Owner hereby covenants with the Council

2.1 to observe and perform the Planning Obligations in relation to the Land

2.2 to comply with all other provisions covenants and other stipulations contained in this Agreement not being Planning Obligations

2.3 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. IT is agreed and declared

3.1 The expressions "the Council" "the Owner" shall include their successors in title and assigns

3.2 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

3.3 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

3.4 The Owner shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

3.5 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 District Planning Authority

3 In the circumstances described in the proviso to clause 1 to this schedule the Affordable Housing Site shall be transferred to the Council

3.1 On the terms and conditions specified in Clause 2 to the Schedule; and

3.2 Owner shall make an interest free loan ("the Loan") to the Council equivalent to the Purchase Price which loan shall be secured by a legal charge over the Affordable Housing Site

3.3 The Council shall use its reasonable endeavours to find a Social Landlord to purchase the Affordable Housing Site and upon completion of the transfer to the Social Landlord the Council shall repay or secure the repayment of the Loan and the Owner shall release its legal charge over the Affordable Housing Site

4 The Affordable Housing shall not be occupied otherwise than in strict accordance with the provisions of this Schedule

5 The Affordable Housing shall be let solely on an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory modification on re-enactment thereof) at a level of rent not above the National Housing Federation Eastern Region Indicator Rent for the relevant type of dwelling or in accordance with such other guidelines as may be approved by the Council

6 The Affordable Housing Site and the Affordable Housing erected thereon shall not be transferred or otherwise disposed of in whole or in part except to a Social Landlord first approved in writing by the Head of Planning and for the avoidance of doubt it is hereby agreed and declared that a tenant shall not have the right to acquire the Affordable Housing by virtue of Farcet being a designated rural area under Section 17 of the Housing Act 1996."

7 The Affordable housing shall comply with Scheme Development Standards

8 No Affordable Housing Unit shall be occupied until the Council has confirmed in writing that the requirements of this Agreement have been complied with and that the proposed occupier fulfils the appropriate criteria (such confirmation not to be unreasonably withheld or delayed)

9 The Affordable Housing shall be offered to Qualifying Persons in the following order of priority :-

9.1 firstly to a Parish Occupier;

9.2 if no person qualifies as a Parish Occupier then the Affordable Housing shall be offered to a Local Occupier;

9.3 if no person qualifies as a Parish Occupier or a Local Occupier then the Affordable Housing shall be offered to a District Occupier



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

Executive Director of Central Services

THE COMMON SEAL of the **CAMVIL (DEVELOPMENTS) LIMITED** was annexed to this Deed in the presence of :-)

TOWN & COUNTRY PLANNING ACT, 1990

PLANNING PERMISSION

M D And J V Gould Ltd
c/o Campbell Mead
Red Lodge
Hinchingbrooke Park
Brampton Road
Huntingdon Cambs PE29 6NA

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

Erection of 13 dwellings
at Land At Main Street/Cross Street Main Street Farcet Peterborough

in accordance with your application received on 12th September 2000 and the plans, drawings and documents which form part of the application subject to the following condition/s and reason/s.

1. Condition. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

1. Reason. To comply with Section 91 of the Town & Country Planning Act, 1990.

2. Condition. Details of the type, colour and texture of all materials to be used for the external surfaces of the building(s) shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development to which this permission relates.

2. Reason. To ensure a satisfactory external appearance and grouping of materials in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995.

3. Condition. No development shall take place until full details of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved. These details shall include proposed finished levels or contours, means of enclosure, hard surfacing materials and minor structures (eg street furniture, lighting etc)

3. Reason. To enhance the appearance of the development in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995..

4. Condition. Soft landscape works shall include planting plans; written specifications including cultivation and other operations associated with plant and grass establishment; schedules of plants

Head of Planning Services
ufm10.rtf
Date 3rd July 2001

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

noting species, plant sizes, and proposed numbers/densities where appropriate; implementation programme.

4. Reason. To enhance the appearance of the development in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995..

5. Condition. All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed with the Local Planning Authority.

5. Reason. To ensure that the work is carried out within a reasonable period.

6. Condition. Notwithstanding the submitted plans, the footway along the frontage of the site shall be a minimum 1.8m wide throughout and shall continue around the radius of the bellmouth.

6. Reason. In the interests of highway safety.

7. Condition. No development shall commence until details of the surface water drainage for the site have been submitted to and approved in writing by the Local Planning Authority. The drainage works shall be constructed in accordance with the approved details prior to the occupation of any part of the development hereby approved.

7. Reason. To ensure satisfactory drainage of the site in accordance with policy CS8 of the Huntingdonshire Local Plan 1995 and policy SP8/4 of the Cambridgeshire Structure Plan 1995.

8. Condition. No development shall take place within the area indicated until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

8. Reason. To safeguard archaeological interests.

9. Condition. Unless otherwise agreed in writing by the Local Planning Authority, no dwelling shall be occupied until the roadworks and footpaths to facilitate development have been provided.

9. Reason. To ensure that satisfactory parking and servicing facilities will be available at all times to serve the premises.

10. Condition. The proposed development shall be carried out in complete accordance with the amended plan(s) received by the Local Planning Authority on 09. 01 01 and 09. 02. 01 specifically drawing(s) reference(d) 99/81/lplRev A, 81/2-6(inc), and 81/8.

11. Note to applicant. The following planning policy documents and/or guidance are considered to be relevant to this decision:

The Approved Development Plan which comprises:

Head of Planning Services
ufm10.rtf
Date 3rd July 2001

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

The Cambridgeshire Structure Plan 1995
The Huntingdonshire Local Plan 1995
Other relevant planning guidance (if any).
PPG1, PPG3, PPG7.

12. Note to applicant. This permission is related to an Agreement entered into by the applicant and the Huntingdonshire District Council, under Section 106 of the Town and Country Act 1990.

13. Note to applicant. The applicant's attention is drawn to the enclosed letter from the Environment Agency.

Head of Planning Services
ufm10.rtf
Date 3rd July 2001

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