(93)

DATED 24th May 2002

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

- and -

RURAL PROPERTY DEVELOPERS 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 at
Cross Street Farcet

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

(CenS.L/PO 32)

28 MAY 2002
RECEIVED

THIS AGREEMENT is made the 24th day of May 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 first part and

CAMBRIDGESHIRE COUNTY COUNCIL of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the County Council") of the second part and **RURAL PROPERTY DEVELOPERS LIMITED** of International House Brunel Drive Newark Nottinghamshire NG24 2EG (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 & Country Planning Act 1990 (as amended)

"Affordable Housing" means housing affordable to those people who cannot afford to rent or buy houses generally available on the open market including the following types of scheme or any combination thereof (it being expressly agreed and declared that this definition is not intended to be exhaustive)

(i) a dwelling let as an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) through the involvement of a Social Landlord at a level of rent not above the National Housing Federation Eastern Regional Indicator Rents or such other guidelines as may be approved by the Council

(ii) any other scheme approved by the Council which addresses its housing need and secures the provision of housing in perpetuity (where legally permissible) for occupation by persons who by reason of their limited

income and/or resources or of some other circumstances have need of such housing

"Affordable Housing Scheme" means a scheme for securing the provision of 10 units of Affordable Housing for rent to include 4 no. one bedroom 2 person flats and 3 no. two bedroom 4 person houses; 2 no. three bedroom 5 person houses and 1 no. four bedroom 5 person houses or such other combination of Affordable Housing units as the Head of Planning may in his discretion agree with the Owner such scheme to identify and/or specify:-

(i) the location or locations of the Affordable Housing and extent of the Affordable Housing Site

(ii) the type of accommodation

(iii) the persons or categories of person for which the Affordable Housing will be provided particular regard being made to the categories of person referred to in the notes following Policy H6 of the Huntingdonshire Local Plan adopted December 1995 (as may subsequently be amended or varied by any alteration to or replacement of the Local Plan)

(iv) the Social Landlord(s) to be involved in or responsible for operating the scheme; and

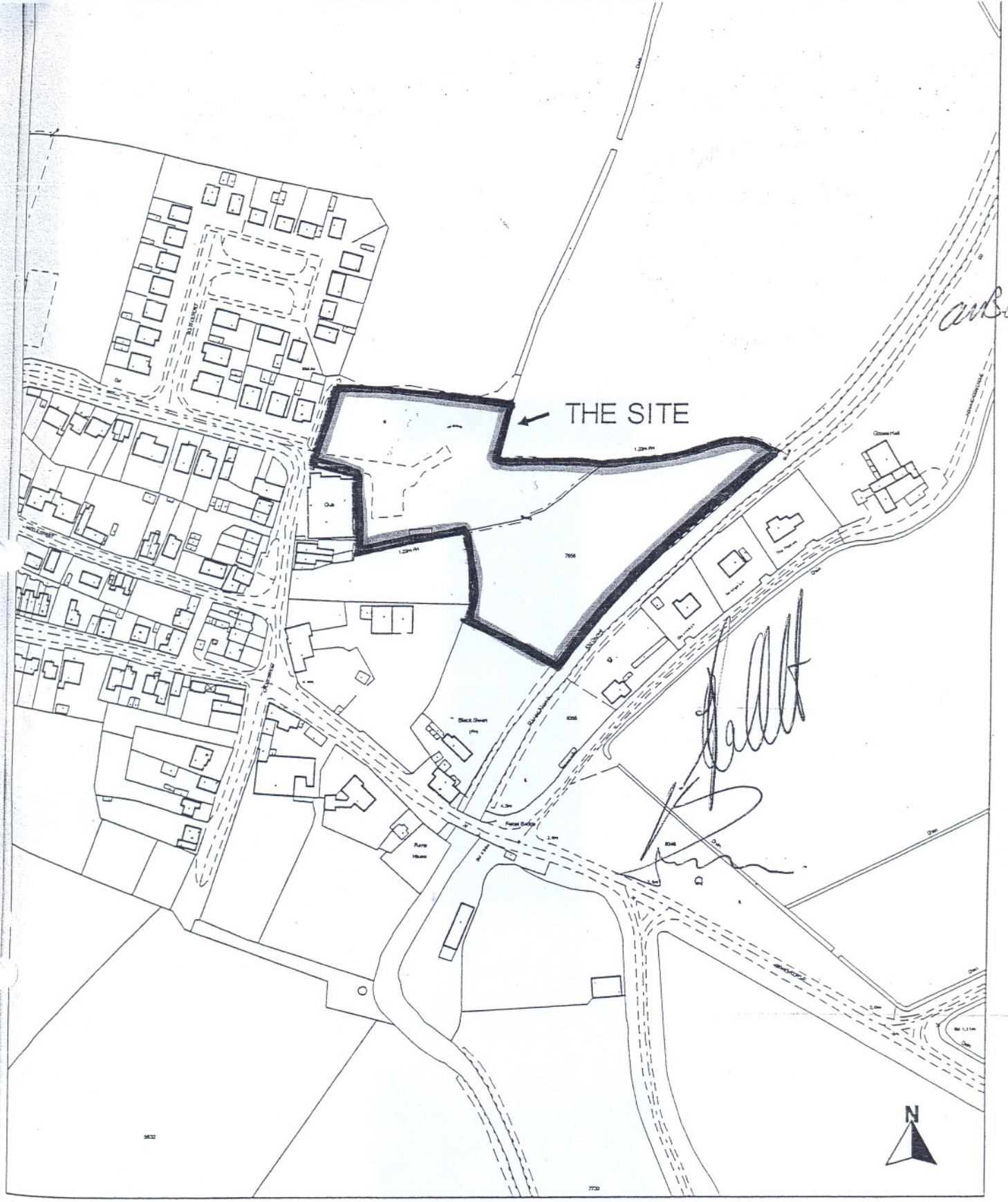
(v) such other information as the Head of Planning may reasonably request

"the Affordable Housing Site" means the part (or parts) of the Land for the provision of Affordable Housing in accordance with the Affordable Housing Scheme

"Affordable Housing Site Terms" means the terms for the transfer of the Affordable Housing Site as set out in paragraph 1.5 to the Schedule

"the Application"	means the planning application registered on the 31st day of May 2001 under application number 01/01159/OUT
"Committed"	means that a contract has been let to a contractor or awarded to the Council's direct service organisation to undertake the relevant works or an order placed for the supply of equipment and/or services as appropriate
"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 provision of residential development on the Land in accordance with the Planning Permission
"the Education Contribution"	means the sum of £57,000 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 :- (a) for the purposes of calculating the Off-Site Facilities Contribution the GB Whole Economy Average Earnings Index published by the Office for National Statistics or any successor Ministry or Department; and (b) for the purpose of calculating the Education Contribution and the Traffic Calming Contribution the Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Price Index
"the Land"	means land situate at Cross Street Farcet comprising approximately 1.34 hectares (3.4 acres) and shown edged red on the Plan

"Off Site Facilities"	means the provision and maintenance of children's and youth/adult open space and play equipment and/or other recreation facilities in lieu of provision on the Land in accordance with Policy R8 of the Huntingdonshire Local Plan 1995
"Off Site Facilities Contribution"	means the sum of £40,700 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
"Open Market Dwellings"	means the dwelling houses erected on the Land in accordance with the Planning Permission excluding the Affordable Housing
"Parish Council"	means Farcet Parish Council
"the Plan"	means the plan annexed hereto and marked "Pan No. 01/01159"
"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
"Scheme Development Standards"	means the essential items referred to in the published requirements and recommendations of the Housing Corporation for quality of housing probity and procurement and procedural compliance as described in the Housing Corporation Publication "Scheme Development Standards" (4th Edition) published in August 2000 or any amendment thereto or



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Scale: 1:2500

Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

Description: PROPOSED RESIDENTIAL DEVELOPMENT

Address: LAND OFF CROSS STREET, FARCET

Plan No: 01/01159

	replacement thereof which is current at the date the Affordable Housing Site (or relevant part thereof) is transferred to a Social Landlord or the Council in accordance with paragraph 1 to the Schedule
"Social Landlord"	means a registered social landlord within the meaning of Part 1 of the Housing Act 1996
"Traffic Calming Contribution"	means the sum of £15,000 as adjusted by any increase or decrease in the Index from the date of this Agreement to the date of payment of the Traffic Calming Contribution

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 Local Highway 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 in part registered with title absolute at H M Land Registry under title numbers CB76461 and CB54263 and in part being the land comprised in a Deed of Conveyance dated 3rd April 1986 and made between Manns Northampton Brewery Company Limited (1) and Gerald Arthur Giddings and Barrymore George Giddings (2)

(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 contained in paragraphs 1 and 2 to the Schedule are enforceable by the Council and those contained in paragraphs 3 and 4 are enforceable by the County Council

3. **THE** Owner hereby covenants with the Council and the County 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 and the County Council in writing within 14 days of: -

3.4.1 the Commencement of Development; and

3.4.2 the occupation of the first Open Market Dwelling

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

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. Affordable Housing

1.1 Commencement of Development shall not take place until the Affordable Housing Scheme has been submitted to and approved in writing by the Head of Planning

1.2 No Open Market Dwellings shall be occupied until the Affordable Housing Site has been transferred to the Council (or its nominee Social Landlord) on the Affordable Housing Site Terms

1.3 The Affordable Housing shall not be occupied other than in accordance with the approved Affordable Housing Scheme or such other scheme as may subsequently be approved by the Head of Planning

1.4 The Affordable Housing shall comply with the Scheme Development Standards

1.5 The Affordable Housing Site Terms

1.5.1 The Affordable Housing Site shall

1.5.1.1 be sufficient in extent for the erection of the Affordable Housing in the approved Affordable Housing Scheme including (without prejudice to the generality of the foregoing) adequate curtilage parking spaces walkways gardens and other normal domestic facilities

1.5.1.2 be provided up to the boundary of the Affordable Housing Site with an adoptable road access and adoptable public sewers and drains which if not at the time of the transfer of the Affordable Housing Site will subsequently be subject to an Agreement under Section 38 of the Highways Act 1980 and Section 104 of the Water Industry Act 1991 respectively

1.5.2 The Affordable Housing Site shall be transferred to the Council or Social Landlord (as the case may be) under paragraph 1.2 to this Schedule at either:-

1.5.2.1 a cost of £3500 per unit of Affordable Housing if the requirements of the Building Regulations current at the time of transfer are satisfied in relation to the construction of the Affordable Housing Scheme by the use of either traditional mass concrete strip foundations or trenchfill mass concrete trench foundations to a depth of up to 1200mm; or

1.5.2.2 no cost in any other circumstances

2. Off Site Facilities Contribution

2.1 No Open Market Dwellings shall be occupied until the Off Site Facilities Contribution has been paid to the Council (or if the Council shall so direct to the Parish Council)

2.2 If the Off Site Facilities Contribution is not expended or Committed within a period of 10 years from its receipt by the Council (or the Parish Council) the Off Site Facilities Contribution or such part thereof which is not so expended or Committed shall on receipt of a written demand from the Owner be repaid by the Council (or the Parish Council) to the Owner together with any interest earned thereon

2.3 It is hereby agreed that the Off Site Facilities Contribution shall be used for Off Site Facilities serving Farcet and for no other purpose

3 Traffic Calming

3.1 No Open Market Dwellings shall be occupied until the Traffic Calming Contribution has been paid to the County Council

3.2 The County Council covenants that the Traffic Calming Contribution shall be used solely towards traffic claming measures in St Mary's Street and/or Cross Street and/or Main Street Farcet

3.3 If the Traffic Calming Contribution or any part thereof is not expended in accordance with 3.2 above within a period of 5 years from its receipt by the County Council the Traffic Calming Contribution or such part thereof which is not expended together with any interest earned thereon shall on receipt of a written demand from the Owner be repaid 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 the County Council's direct service organisation) relating to the provision of the improvements to which the Traffic Calming 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

3.4 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 of or provide (in whole or in part) the traffic calming measures in accordance with paragraph 3.2 to this Schedule notwithstanding that the trigger point for payment of the sum specified in paragraph 3.1 to this Schedule shall not have arisen and the Owners shall pay the Traffic Calming 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 but not exceeding the Traffic Calming Contribution **PROVIDED THAT** the County Council hereby covenants that it shall if so requested by the Owner supply a statement of account to the Owner as to how the Traffic Calming Contribution has been spent within 2 months of receipt of such request

4 Education Contribution

4.1 Not more than 50% of the Open Market Dwellings shall be occupied until the Education Contribution has been paid to the County Council

4.2 The County Council covenants that the Education Contribution shall be used solely for the provision of nursery and school accommodation serving the school catchment area for Farcet

4.3 If the Education Contribution or any part thereof is not expended in accordance with 4.2 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 earned thereon shall on receipt of a written demand from the Owner be repaid 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 the 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

4.4 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 of or provide (in whole or in part) the education facilities in accordance with

paragraph 4.2 to this Schedule notwithstanding that the trigger point for payment of the sum specified in paragraph 4.1 to this Schedule shall not have arisen and the Owners 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 but not exceeding the Education Contribution **PROVIDED THAT** the County Council hereby covenants that it shall if so requested by the Owner supply a statement of account to the Owner as to how the Education Contribution has been spent within 2 months of receipt of such request



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 the **CAMBRIDGESHIRE COUNTY COUNCIL** was affixed to this Deed in the Presence of :-

C. R. Betts

SENIOR LAWYER



Executed as a deed by.

~~THE COMMON SEAL of~~ RURAL PROPERTY)
DEVELOPERS LTD ~~was affixed to this Deed in the presence~~)
of :-

AFFIX SEAL

Director

Secretary

Application Number: 01/01159/OUT

TOWN & COUNTRY PLANNING ACT, 1990

OUTLINE PLANNING PERMISSION

Rural Property Developers 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 **PERMIT**

Residential development of 38 dwellings
at Land Rear Of 1 Cross Street Farcet Peterborough

in accordance with your application received on 24th May 2001 and the plans, drawings and documents which form part of the application subject to the following condition/s and reason/s.

1. Condition. Approval of the details of the siting, design, and external appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called 'the reserved matters') shall be obtained from Local Planning Authority in writing before any development is commenced.

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. Plans and particulars of the reserved matters referred to in the condition above, shall be submitted in writing to the Local Planning Authority and shall be carried out as approved.

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. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.

3. 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.

4. 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.

Head of Planning Services
ufm204.rtf
Date 28th May 2002

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

4. 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.

5. Condition. The development brief submitted as part of the application and received on 28th September 2001 shall form the basis for the submission of reserved matters pursuant to Condition 1 above.

5. Reason. To ensure a satisfactory comprehensive development of the site in accordance with Planning Policy Guidance advice.

6. Condition. No development shall commence until a scheme for the provision and implementation of surface water drainage/flood defence has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be constructed in accordance with the approved plans before any dwelling is occupied.

6. 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.

7. Condition. The plans and particulars submitted in accordance with condition (one), shall include details of the size, species and positions or density of all trees to be planted and the proposed time of planting.

7. Reason. For the avoidance of doubt.

8. Condition. If within a period of five years from the date of the planting of any tree, that tree, or any tree planted in replacement of it, is removed, uprooted or destroyed or dies, another tree of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

8. Reason. To ensure that the landscape scheme is properly maintained in accordance with policy EN20 and EN25 of the Huntingdonshire Local Plan 1995.

9. 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; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures, (eg. furniture, play equipment, refuse or other storage units, signs, lighting etc.), proposed and existing functional services above and below ground, (eg. drainage power, communication cables, pipelines etc). indicating lines, manholes, supports etc. retained historic landscape features and proposals for restoration, where relevan

9. 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.

Head of Planning Services
ufm204.rtf
Date 28th May 2002

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

10. Condition. Soft landscape works shall include planting plans; written specifications including cultivation and other operations associated with plant and grass establishment; schedules of plants noting species, plant sizes, and proposed numbers/densities where appropriate; implementation programme.

10. Reason. For the avoidance of doubt.

11. 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.

11. Reason. To ensure that the landscape scheme is properly maintained in accordance with policy EN20 and EN25 of the Huntingdonshire Local Plan 1995.

12. Condition. The existing trees and hedgerows shall be retained and protected for the duration of the construction of the development in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority. The protection measures shall be implemented at all times during the course of the construction works.

12. Reason. To safeguard the existing trees.

13. 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:
The Cambridgeshire Structure Plan 1995
The Huntingdonshire Local Plan 1995
Other relevant planning guidance (if any).
PPG 1 and PPG 3

14. Note to applicant. You are advised that you must comply with the requirements of the Middle Level Commissioners under the Land Drainage Act, 1976 and associated bylaws prior to the commencement of work on site.

15. Note to applicant. 'Landscaping'. This means the treatment of the land forming the application site and includes screening by fences, walls or other means, the planting of trees, hedges, shrubs or grass, the formation of banks, terraces or other earthworks, the laying out of gardens or courts, and the provision of other amenity features.

16. 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.

Head of Planning Services
ufm204.rtf
Date 28th May 2002

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