DATED 6th February 2001

(73)

HUNTINGDONSHIRE DISTRICT COUNCIL (1)

- and -

MR ROBERT GEORGE GRAVES
AND
MRS LYNDA ROSEMARY GRAVES(2)

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
Commuted Sums in respect of Offsite Recreation Facilities
in respect of Residential Development of Land Adjacent to
1-7 Lark Way, Alconbury, Huntingdon, Cambridgeshire

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

(CE.WAS.cc.PO 19.00)

THIS AGREEMENT is made the 6th day of February Two Thousand and One

B E T W E E N 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 Mr Robert George Graves of 9 Beech End, Alconbury Huntingdon Cambridgeshire and Mrs Lynda Rosemary Graves of Kiln Barns The Maltings Alconbury Huntingdon Cambridgeshire of the second part (hereinafter called "the Owner") of the second part

D E F I N I T I O N S :

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 March 2000 under application number 00/00351 (as amended)
"the Commuted Sum"	means the sum payable by the Owner to the Council under Clause 1.1, 1.2 and 1.3 of the Schedule in lieu of provision of on site open space leisure and recreational facilities including by securing play equipment provision within the village of Alconbury within the Huntingdonshire District of Cambridgeshire
"the Development"	means the development of the Land in accordance with the Planning Permission by erection of sixteen houses and bungalows
"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 the Index of Retail Prices published by the Central Statistical Office or any other Successor, Body, Ministry or Department
"the Land"	means land adjacent 1-7 Lark Way, Alconbury comprising approximately 0.39 hectares and shown edged red on the Plan
"Material Operation"	means a material operation as defined by Section 56(4) of the Act
"the Plan"	means the plan annexed hereto



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Scale: 1:1250

Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

Description: Erection of 16 dwellings **Date: Nov 2000**

Address: 1-7 Lark Way Alconbury **Plan No: 00/00351**

"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

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 for an estate in fee simple in possession free from incumbrances

(3) The Application has been submitted on behalf of the Owner 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 and are enforceable by the Council

2. **THE** Owner hereby covenants with the Council that the Land shall henceforth be subject to the Planning Obligations

2.1 To observe and perform the Planning Obligations

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 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 and **provided further** that no person or persons

shall be liable for any breach of this covenant occurring after he they or it shall have parted with all interest in the fee simple estate or interest in the land or the part thereof in respect of which the breach occurs **provided further** that nothing herein shall oblige the owners to comply with the provisions of this Clause unless and until either of them implement the Planning Permission and **provided further** that the release contained in this sub clause shall not become effective in favour of any such person unless and until they shall after parting with any such interest have provided to the Council evidence identifying their successor in title including details of the name and address of the person or persons who whom such interest was transferred

2.4 Any bona fide purchaser of a single private dwelling house erected on the land shall not be bound or concerned with the Planning Obligations herein

3. **IT** is agreed and declared

3.1 The expressions "the Council" and "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 Development has commenced by the carrying out of a Material Operation 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

3.6 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 on the part of the Owner hereunder

3.7 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

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 Within 28 days of the Commencement of Development to pay the Commuted Sum to the Council which may be spent by either the Council (or its Nominees) as it sees fit in the provision of open space, recreation and leisure facilities off site within the Parish of Alconbury, Cambridgeshire.

1.2 Not to occupy or cause or permit to be occupied more than one dwelling permitted by the Planning Permission until the Commuted Sum has been paid to the Council.

1.3 The Commuted Sum will be £12,700 (twelve thousand seven hundred pounds) 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 the Commuted Sum is paid

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

Executive Director of Central Services

21101

SIGNED as a Deed and **DELIVERED** by the said **ROBERT GEORGE GRAVES** in the presence of:

J Games
70 High Street,
Huntingdon, Cambs
Secretary.

SIGNED as a Deed and **DELIVERED** by the said **LYNDA ROSEMARY GRAVES** in the presence of:

J Games
70 High Street,
Huntingdon
Cambs
Secretary.

THIS AGREEMENT is made the 18th day of March 2002 **B E T W E E N** **ALCONBURY PARISH COUNCIL** acting by **BETTY DIX** of **DUCKS NEST POLECAT LANE ALCONBURY** and **ANN BROWN** of **MANOR FARM THE MALTINGS ALCONBURY** ("the Parish Council") of the one part and **HUNTINGDONSHIRE DISTRICT COUNCIL** ("the District Council") of the other part

W H E R E A S :

1. Under the terms of a Section 106 Agreement ("the Section 106 Agreement") dated the 6th February 2001 and made between the District Council (1) and ROBERT GEORGE GRAVES and LYNDA ROSEMARY GRAVES (2) a contribution towards the provision of open space recreation and leisure facilities within Alconbury was payable ("the Commuted Sum") in the circumstances and on the conditions therein prescribed
2. The Commuted Sum has now been received by the Council
3. The District Council agrees to transfer the Commuted Sum to the Parish Council **SUBJECT TO** the Parish Council agreeing to comply with the relevant parts of the Section 106 Agreement and to provide an indemnity as hereinafter described

NOW THIS DEED W I T N E S S E T H as follows :

IN CONSIDERATION of the payment by the District Council to the Parish Council of the Commuted Sum of **TWELVE THOUSAND SEVEN HUNDRED POUNDS** (£12,700) (the receipt of which is hereby acknowledged) the Parish Council agrees to use the Commuted Sum solely for the purposes specified in the Section 106 Agreement and to indemnify the District Council fully against any costs or claims which may arise in respect of any breach thereof

IN WITNESS of which two members of the Alconbury Parish Council have pursuant to a resolution of the Parish Council passed on 29 January 2002 signed and delivered this Deed on the day and year first above written.

SIGNED AND DELIVERED as a Deed by) Betty Dix
BETTY DIX In the presence of:-)

Margaret Watling
9 Cadley Close
Pinehurst
Swindon Wilts

SIGNED AND DELIVERED as a Deed by) D S Brown.
ANN BROWN In the presence of :-)

Margaret Watling
9 Cadley Close
Pinehurst
Swindon Wilts