(74)

DATED 11th May 2001

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

WILLIAM GEORGE TOPHAM

- and –

JEAN MARY PAPWORTH

T/A THE WOODHALL FARM PARTNERSHIP

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
Erection of replacement dwelling
adjacent to Weybridge Farm
Great North Road, Alconbury

C Meadowcroft
Head of Legal and Estates
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambridgeshire PE18 6TN

(CenS.CM.jaw.L/PO 1)

THIS AGREEMENT is made the 11th day of May 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 **WILLIAM GEORGE TOPHAM AND JEAN MARY PAPWORTH** both care of 6 High Street Bishop's Stortford Hertfordshire trading as The Woodhall Farm Partnership (hereinafter called "the Owner") of the second part and **BARCLAYS BANK Plc** of Barclays Loan Servicing Centre PO Box 299 Birmingham B1 3PF (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 26th day of September 2000 under application number 00/01571/FUL
"the Blue Land"	means land situated at Weybridge Farm Great North Road Alconbury shown edged Blue on the Plan
"the Development"	means the development of the Red Land in accordance with the Planning Permission by the erection of a replacement dwelling
"the Existing Planning Permission"	means the planning permission for the erection of a replacement dwelling on the Blue Land granted on 19 May 2000 under Local Planning Authority reference 00/00459/FUL
"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 Red Land"	means land situate at Weybridge Farm Great North Road Alconbury shown edged Red on the Plan

"the Legal Charge"	means a charge dated the 1st day of September 1999 and made between the Owner (1) and the Mortgagee (2)
"Material Operation"	means a material operation as defined by Section 56(4) of the Act
"the Plan"	means the plan annexed hereto and marked 'Site Location Plan'
"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

(2) The Owner is seised of the Blue Land and the Red Land registered with title absolute at H M Land Registry under title number CB 228386 (subject to the Legal Charge)

(3) The Owner has submitted the Application 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 (with the consent of the Mortgagee) hereby covenants with the Council

Huntingdonshire District Council

Planning Services

Site Location Plan



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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 Blue Land or Red 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" and "the Mortgagee" 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 hereunder

3.7 The Mortgagee will be bound by the Planning Obligations only in the event that it becomes a mortgagee in possession and that such liability will cease once it has parted with its interest in the Red Land or the Blue Land **PROVIDED THAT** the

Mortgagee will remain liable in respect of any breach occurring whilst it is mortgagee in possession

3.8 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed

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. Not to implement or cause suffer or permit to be implemented the Existing Planning Permission by carrying out a Material Operation
2. In the event of the Council making a Revocation Order under Section 97 of the Act in respect of the Existing Planning Permission not to object to any such Order or to claim compensation in respect thereof

SIGNED AS A DEED by C A SHOTTBARE

Signature

As Attorney of **BARCLAYS BANK PLC**
In the presence of : D. A. ROSE

Signature

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

Executive Director of Central Services



76101

~~**THE COMMON SEAL** of **BARCLAYS BANK Plc**~~ was affixed to this Deed in the presence of :-

Director

Secretary

SIGNED as a Deed and **DELIVERED** by the said **WILLIAM GEORGE TOPHAM** in the presence of:

Annette Pegmore
9 Lindisfarne Close
Eynesbury
St. Neots
Cambs PE19 2UT

SIGNED as a Deed and **DELIVERED** by the said **JEAN MARY PAPWORTH** in the presence of:

Annette Pegmore
9 Lindisfarne Close
Eynesbury
St. Neots
Cambs
PE19 2UT

TOWN & COUNTRY PLANNING ACT, 1990

PLANNING PERMISSION

Woodhall Farm Partnership
c/o Carter Jonas
6-8 Hills Road
Cambridge
CB2 1NH

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

Erection of replacement dwelling
at Land Adjacent Weybridge Farm Cottages Great North Road Alconbury Huntingdon Cambridgeshire

in accordance with your application received on 21st 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. No development shall commence until details of the foul 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.

2. Reason. To prevent pollution of the water environment.

3. Condition. Notwithstanding the submitted materials, 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.

3. Reason. In the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995.

4. Condition. Before any development is commenced details of the existing and proposed levels of all buildings or structures and the levels of the site and any changes proposed to the site shall be submitted to and approved in writing by the Local Planning Authority. The development hereby

Head of Planning Services

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Date 16th May 2001

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approved shall then be constructed in accordance with the approved levels details unless otherwise agreed in writing by the Local Planning Authority.

4. Reason. To enable the Local Planning Authority to retain control of the development in the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995.

5. Condition. No development shall commence until details of screen fences and walls to be erected have been submitted to and approved in writing by the Local Planning Authority.

5. Reason. In the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995.

6. 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).
PPG1 PPG3

Head of Planning Services
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