77

DATED 4th April 2001

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

DAVID BOWENS

- and -

NATIONAL WESTMINSTER BANK PLC

DUPLICATE

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 in relation to Residential Development at The Old Granary, Gidding Road, Sawtry

Barker Gotelee Solicitors
41 Barrack Square
Martlesham Heath
Ipswich
Suffolk
IP5 3RF
DX 124722 Martlesham Heath

(CE.PO.8.20) L/PO.5

THIS A G R E E M E N T is made the 4th day of April 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 DAVID BOWENS of 52 Green End Road, Sawtry, Huntingdon, Cambridgeshire (hereinafter called "the Owner") of the second part and NATIONAL WESTMINSTER BANK PLC of Nottingham Securities Centre, Impact House, 8 Castle Boulevard, Nottingham, NG7 1GG (hereinafter called "the Mortgagee") of the third 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 outline planning application registered on the 20th day of June 2000 under application number 00/01003
"the Development"	means the development of the Land in accordance with the Planning Permission for the erection of houses and use as residential dwellings and ancillary purposes
"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 successor Ministry Department or body
"the Land"	means land situate at The Old Granary, Gidding Road, Sawtry comprising approximately 0.7 ha and shown edged red on ~~the~~ Plan 1.

"the Legal Charge"	means a charge dated the 24th day of July 2000 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
"Plan 1"	means the plan annexed hereto and marked "Plan 1" the delineations thereon being for the purposes of identification only
"Plan 2"	means the plan annexed hereto and marked "Plan 2" the delineations thereon being for the purposes of identification only
"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 in the form of the draft which is annexed to this Agreement
"the Relocation Site"	means the site of the former Wodehams South Service Station located to the east of the A1 at Alconbury Weston and shown edged blue on Plan 2

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 absolute title at H M Land Registry under title numbers CB92427, CB143171 and CB123733 (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

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 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 **AND PROVIDED ALWAYS** that this shall not apply to disposition of any legal interest to the purchasers of individual residential properties built on Land pursuant to the Planning Permission

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 **SAVE THAT** this Agreement shall not be enforceable

against the owners from time to time of individual residential properties built on the Land pursuant to the Planning Permission

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

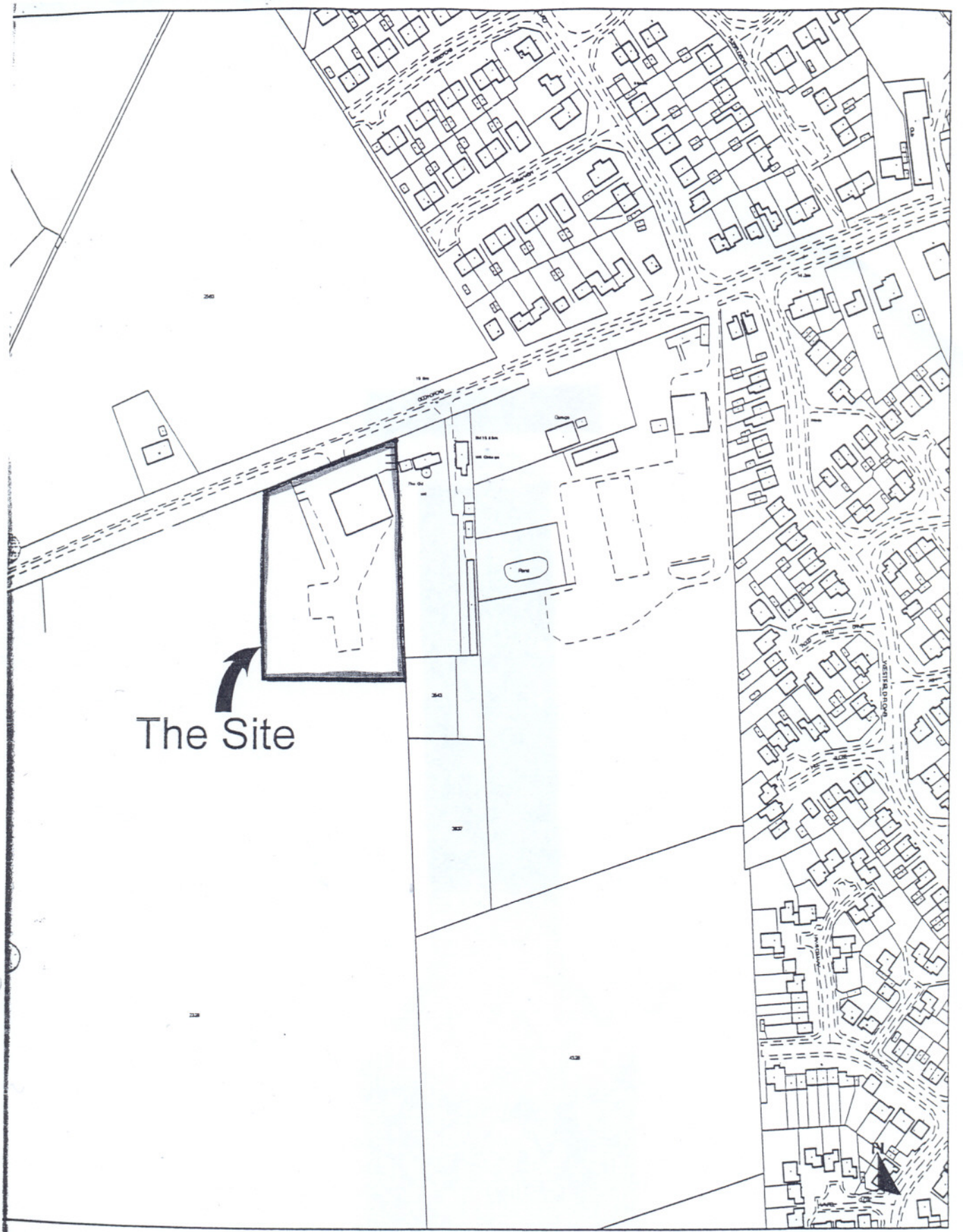
3.4 The Owner shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

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 No person shall be liable for any breach of the covenants instructions or obligations contained in this Agreement occurring after he has parted with his interest in the Land or part in respect of which such breach occurs

3.8 This Agreement shall come into effect only upon the grant of the Planning Permission **PROVIDED THAT** unless and until the Permission has been implemented by the carrying out of a Material Operation nothing in this Agreement shall oblige the Owner to comply with the covenants on the Owner's part contained in this Agreement with the exception of clauses 2.3 and 3.4



Produced from the Ordnance Survey Mapping with the permission of the Controller of Her Majesty's Stationery Office (C) Crown Copyright.
Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. HDC LA07828X.

Scale: 1:2500

Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

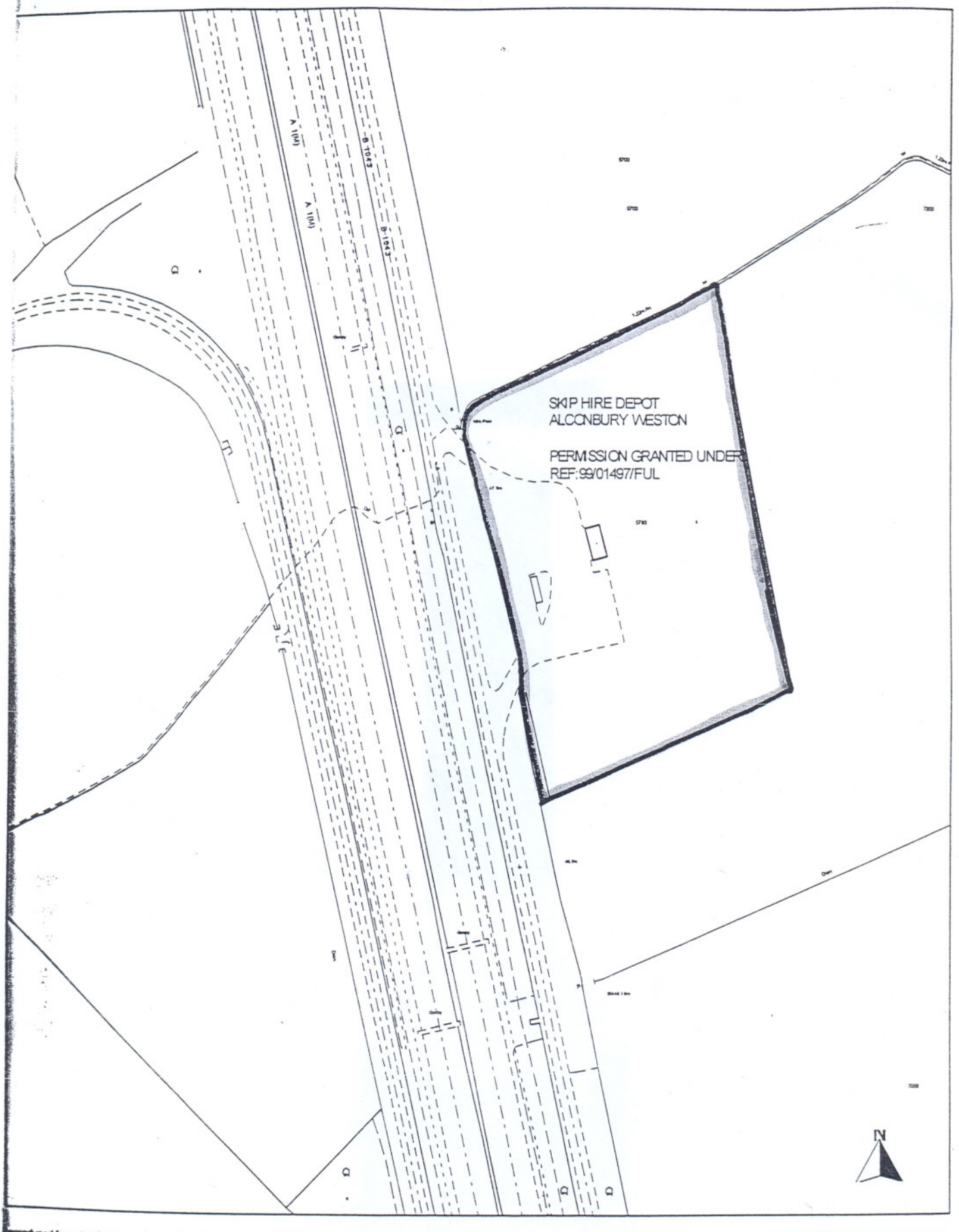
Description: PROPOSED RESIDENTIAL DEVELOPMENT

Date: JAN 2001

Address: THE OLD GRANARY, GIDDING ROAD, SAWTRY

Plan No: 00/01003

Plan 1



Reproduced from the Ordnance Survey Mapping with the permission of the Controller of Her Majesty's Stationery Office (C) Crown Copyright.
Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. HDC LA07828X.

Scale: 1:2500

Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

Description: PROPOSED RESIDENTIAL DEVELOPMENT

Date: JAN 2001

Address: THE OLD GRANARY, GIDDING ROAD, SAWTRY

Plan No: 00/01003

Plan 2

3.9 The Council will upon the written request of the Owner at any time after the obligations of the Owner have been performed or otherwise discharged issue written confirmation thereof and thereafter forthwith effect the cancellation of all entries made in the Register of Local Land charges in respect of this Agreement

3.10 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

3.11 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the parties hereto have caused this Deed to be executed the date and year first before mentioned

THE SCHEDULE

(Section 106 Planning Obligations)

1. No dwelling built pursuant to the Planning Permission shall be occupied until the Owner has paid to the Council (or if the Council shall so direct to Sawtry Parish Council) the sum of £16,700 (including VAT if any is payable) as adjusted by any increase or decrease in the Index from the date of this Agreement to the date such sum is paid which will be used by the Council first for the provision of childrens play facilities and then towards other public facilities in the parish of Sawtry

2. Save for the demolition site clearance site preparation diversion and laying of services and construction of access and service roads the Development shall not commence until the Head of Planning has certified in writing that either -

(i) the Relocation Site has been brought into use by the Owner or BAS Limited to his reasonable satisfaction as a skip hire and transport depot pursuant to Planning Permission Number 99/01497; or

(ii) he is satisfied that the skip hire and transport operation of the Owner and/or BAS Limited has ceased on the Land

In either case such a certification not to be unreasonably withheld or delayed

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 **NATIONAL WESTMINSTER BANK** was affixed to this Deed in the presence of:-

In the presence of
JOHN EDWARD) SELLERS

NATIONAL W... Director
NOTTINGH...

...Secretary

SIGNED as a Deed and **DELIVERED** by the said **DAVID BOWENS** in the presence of:

72 Park Road
Colwyn Bay
North Wales
Clwyd
LL29 7UC

Sales Controler Nova Cars
Mantles Group
115 London Rd
Biggleswade SG18 8EX

TOWN & COUNTRY PLANNING ACT, 1990

OUTLINE PLANNING PERMISSION

Bowens Amalgamated Services 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 (10 dwellings)
at The Old Granary Gidding Road Sawtry Huntingdon Cambridgeshire

in accordance with your application received on 12th June 2000 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
ufm24.rtf
Date 10th April 2001

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. 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.

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

6. Condition. Development shall not begin until a scheme to deal with contamination of the site has been submitted to and approved in writing by the Local Planning Authority.

6. Reason. To mitigate the potential risks associated with contaminated land.

7. Condition. The above scheme shall include an investigation and assessment to identify the extent of contamination and the measures to be taken to avoid risk to the public/buildings/environment when the site is developed.

7. Reason. To mitigate the potential risks associated with contaminated land.

8. Condition. Development shall not commence until the measures approved in the scheme have been implemented.

8. Reason. To mitigate the potential risks associated with contaminated land.

9. 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.

9. 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.

10. Condition. No dwelling shall be occupied until a footway along the site frontage and extending eastwards to tie into the existing footway network has been provided in accordance with detailed drawings to submitted and approved in writing by the Local Planning Authority before any development is commenced.

10. Reason. In the interests of highway safety.

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

Head of Planning Services
ufm24.rtf
Date 10th April 2001

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

12. 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.

13. Note to applicant. Where the foregoing conditions require tree and landscape works to be carried out the authority would expect wherever possible the works should comply with BS 5837:1991 Trees in relation to construction.

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. 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).

15. 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
ufm24.rtf
Date 10th April 2001

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