DATED 17 May 2001

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

O W G & E A GARNETT

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
a commuted sum for off site and
recreation development of land
East of Scotts Close, Hilton, Cambridgeshire

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

(CenS.WAS.jaw.L/PO 9)

THIS AGREEMENT is made the 17th 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 **OLIVER WILLIAM GRIERSON GARNETT and EDWARD ALEXANDER GARNETT** both of HiltonHall Hilton Huntingdon Cambridgeshre (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)
"the Application"	means the planning application registered on the 6th day of October 2000 under application number H01718/00
"the Commuted Sum"	means the sum payable to the Council under clause 1.1 and 1.2 of the Schedule in lieu of provision of on site leisure and recreational facilities
"the Development"	means the development of the Land in accordance with the Planning Permission by proposed residential development
"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 Department
"the Land"	means land situate east of Scotts Close Hilton Cambridgeshire comprising approximately 0.7 hectares and shown edged red on the Plan



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Scale: 1:1250

Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

Description: PROPOSED RESIDENTIAL DEVELOPMENT

Date: FEB 2001

Address: LAND AT SCOTTS CLOSE, HILTON

Plan No: 00/01718

"Material Operation"	means a material operation as defined by Section 56(4) of the Act
"the Plan"	means the plan annexed hereto and marked red 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

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 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 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

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

3.8 That forthwith after the Commuted Sum has been paid any registration of this Deed as a local land charge shall be cancelled

3.9 That no person can be liable for breach of covenant contained in this Deed after he has parted with all interest in the Land but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

3.10 That nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after today's date

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)

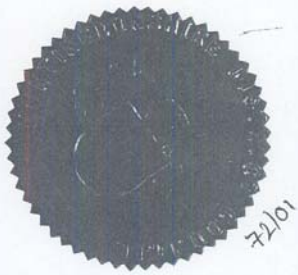
1 Commuted Sum

1.1 No dwelling comprised in the Development shall be occupied until the Commuted Sum has been paid to the Council which may be spent by either the Council or its nominees as it sees fit in the provision of recreation and leisure facilities off site within the Parish of Hilton Cambridgeshire

1.2 The Commuted Sum shall as at the date of this Agreement be £8,580.00 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 affixed to this Deed in the presence of :-

Executive Director of Central Services



SIGNED as a Deed and **DELIVERED** by the said **OLIVER WILLIAM GRIERSON GARNETT** in the presence of:

Oliver William Grierson Garnett

Witness: Signature KHowell
Name Kasey Howell
Address 60 Rucklidge Ave
Willesden Junction
NW10 4PS

Occupation Nanny.

SIGNED as a Deed and **DELIVERED** by the said **EDWARD ALEXANDER GARNETT** in the presence of:

Edward Alexander Garnett
by his attorney
Richard Duncan Carey Garnett

Witness Signature Robert Woof
Name ROBERT SAMUEL WOOF
Address 4 BURDON TCE.
Newcastle Upon Tyne
NE2 3AE
Occupation Director of the Wordsworth Trust