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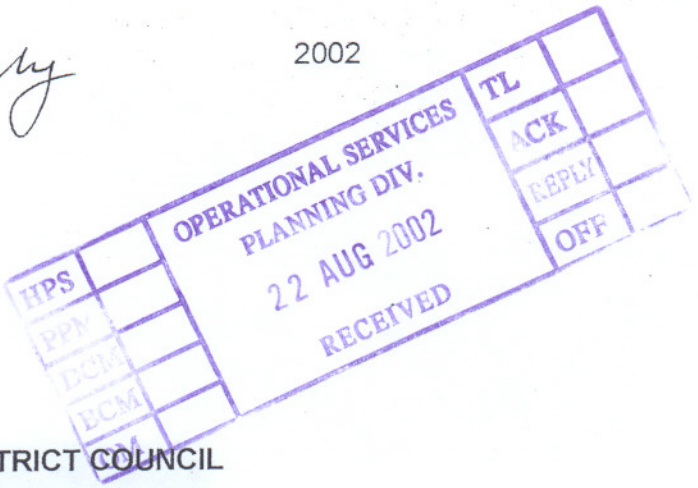
DATED 24th July 2002



HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

ALVIN BRUCE AUGSTEIN

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 in relation to alterations to and erection of outbuildings, including garaging and ancillary residential accommodation at The Old Laurels, Fenton Road, Fenton (Non-severance from The Old Laurels)

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

(CenS.WAS.CPM L/PO/24)

THIS AGREEMENT is made the 24th day of July Two thousand and two

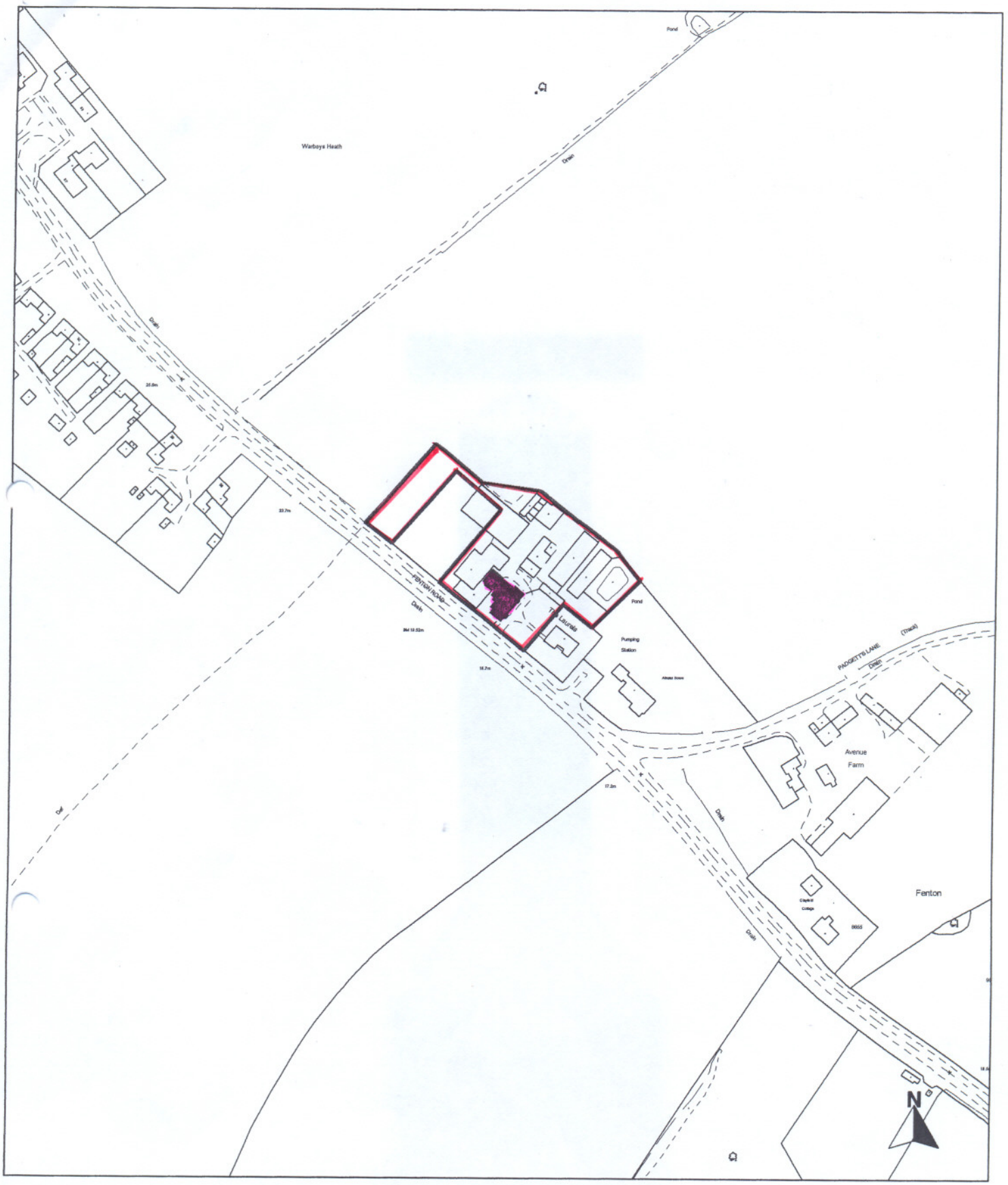
BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one/first part and **ALVIN BRUCE AUGSTEIN** of Fenton Field Farm, Bencroft Lane, Warboys, Huntingdon aforesaid (hereinafter called "the Owner")

of the other 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 Annex"	means the ancillary residential accommodation permitted by the Planning Permission and the Listed Building Consents
"the Application"	means the outline planning application registered on the 19th day of January 2001 under application number 01/00044/FUL
"the Development"	means the development of the part of the Land in accordance with the Planning Permission and the Listed Building consent
"the Land"	means land situate on the north east side of the B1040 Road also known as Fenton Road, Fenton comprising approximately 0.538 hectares and shown edged red on the Plan
"the Old Laurels"	means the Listed Building shown coloured pink on the Plan also known as the Old Laurels
"the Listed Building Applications"	means the Listed Building application in respect of alterations to and erection of outbuildings including garaging and ancillary residential accommodation registered on 19th January 2001 and the Application under application numbers 01/00044/FUL and 01/00045/LBC respectively
"the Listed Building Consents"	means the Listed Building consent and planning permission granted by the Council pursuant to the Listed Building Applications



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Scale: 1:2500

Huntingdonshire District

Date: April 2002

Section 106 Agreement - Town & Country Planning Act 1990

Description: Non-severance of approved detached accomodation at The Laurels, Fenton Road, Fenton, Warboys.

Address: The Laurels, Fenton Road, Fenton, Warboys.

Plan No: 01/00044/F

"Material Operation"	means a material operation as defined by Section 56(4) of the Act
"the Plan"	means the plan annexed hereto and marked " "
"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 with registered freehold title CB235245 at HM Land Registry 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 (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

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 hereunder

3.7 If any provision of this Agreement is held invalid or unenforceable under any applicable law or be so held by applicable Court decisions, the parties agree that such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions of this Agreement and further agree to substitute for the invalid or unenforceable provision a valid or enforceable provision which most closely approximates the intent and economic effect of the invalid provision within the limits of applicable law or applicable Court decisions.

The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

3.8 In the event of any dispute or difference arising out of this Agreement other than a dispute or difference relating to a question of law or upon the interpretation of this Agreement the same shall be referred to an expert ("the Appointed Expert") to be agreed between the parties and being an experienced Planning and Development Surveyor with relevant experience and a member of Royal Institution of Chartered Surveyors or in the event of failure to agree on the application of any party hereto appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

The Appointed Expert shall:

(a) afford to each of the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs submissions upon one another's representations

(b) be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances

(c) be bound to have regard to such representations

(d) have the power of making directions as to the responsibility for the costs his/her award

(e) in the making of his/her award not be liable save to the extent in law as provided in relation to the decisions of an expert

(f) make awards which are final and conclusive as between the parties to such dispute (except that such award shall not remove the parties' rights of appeal on matters of law) and

(g) be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function such fresh appointee to be appointed in the manner prescribed in this clause 3.8

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 use or cause or permit the Annex to be occupied at any time other than for purposes ancillary to the residential use of The Old Laurels

2. Not to dispose of the Annex or cause or permit the Annex to be disposed separately from The Old Laurels

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

Executive Director of Central Services

94102

SIGNED as a Deed and **DELIVERED** by the said **ALVIN BRUCE AUGSTEIN** in the presence of:

S Sutton
(S. SUTTON)
Winters,
St. Ives,
Huntingdon,
Cambs.