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DATED 21st January 2002

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

ALCONBURY INVESTMENTS LIMITED

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
land at Crossways Distribution Centre, Alconbury Hill, Alconbury Weston
(contribution to general bus shelter infrastructure)

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.34)

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THIS AGREEMENT is made the 21st day of January 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 part and

ALCONBURY INVESTMENTS LIMITED (Company registration no. 100935C) whose registered office is at Grosvenor House, Athol Street, Douglas, Isle of Man (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 Application"	means the planning application registered on the 4th day May of 2001 under application number 01/00944/FUL
"the Bus Shelter Commuted Sum"	means the sum to be paid by the Owner to the Council under clause 2 of the Schedule to be used by the Council towards the provision of general bus shelter infrastructure within the administrative area of the Council
Commencement of Development"	means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act
"the Development"	means the development of the Land in accordance with the Planning Permission for erection of warehouse/distribution units with 2 storey offices (B8) and ancillary car parking
"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 All Employees (Whole Economy – Actual) Index of the Average Earnings Index published by HMSO
"the Land"	means land situate at Crossways Distribution Centre, Alconbury Hill, Alconbury Weston, Huntingdon, Cambridgeshire comprising approximately 3.9642 hectares and shown edged red on the Plan

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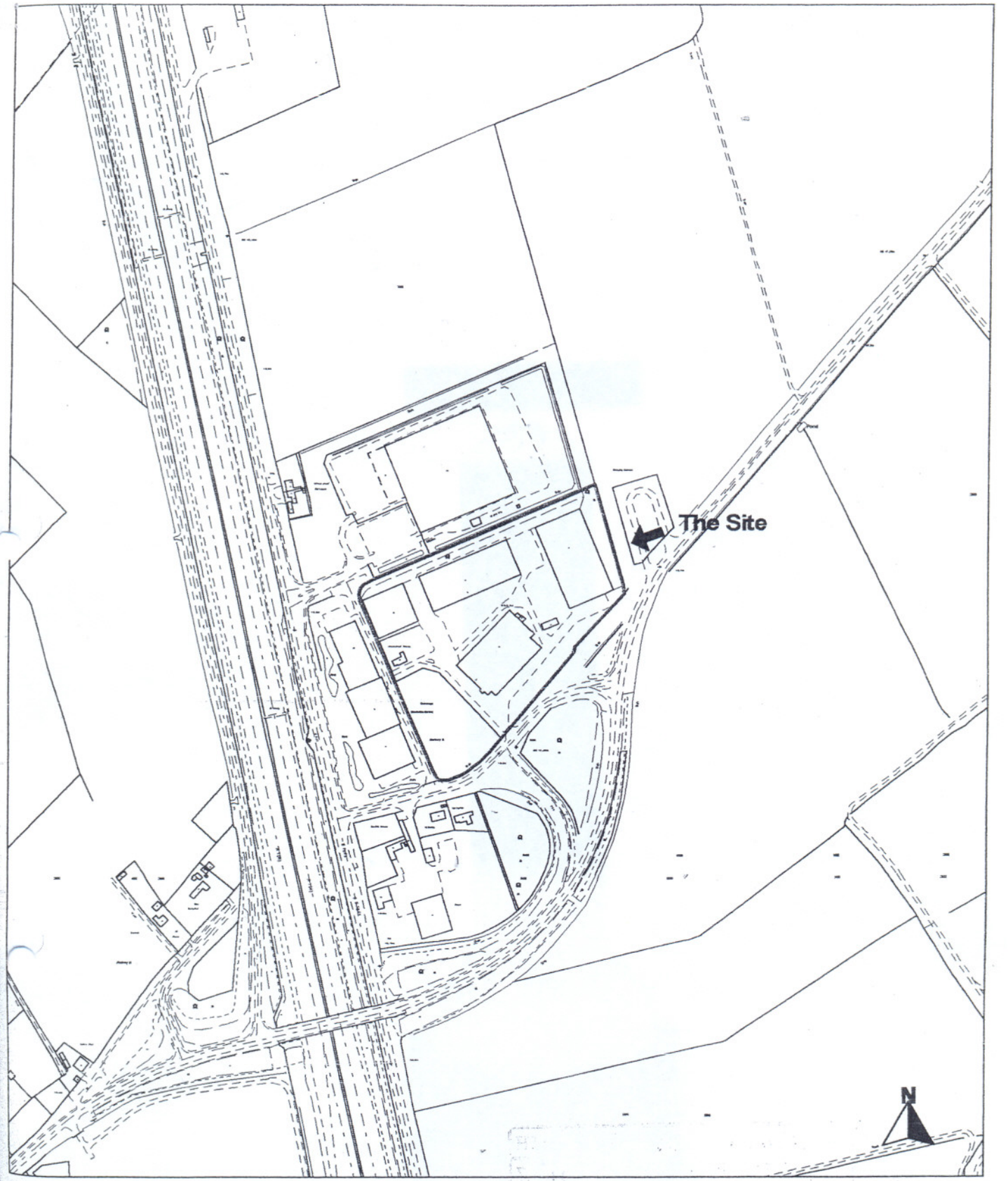

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Huntingdonshire District Council

Date: Dec 2001

Section 106 Agreement - Town & Country Planning Act 1990

Description: Erection of Warehousing

Address: Land at Crossways, Alconbury Hill, Alconbury Weston.

Plan No: 04H/00944/FUL

"the Plan"	means the plan annexed hereto and marked "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 and includes any agreed amendments to the Planning Permission

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 freehold absolute title at H M Land Registry under title number CB110806

(2) The Application has been submitted 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

2. The Planning Obligations are enforceable by the Council

3. The Planning Obligations comprised in this Deed shall not become effective until the following conditions are satisfied:

   3.1 The Planning Permission has been granted; and

   3.2 The Commencement of Development.

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4. **THE** Owner hereby covenants with the Council

4.1 to observe and perform the Planning Obligations

4.2 to comply with all other provisions covenants and other stipulations contained in this Agreement not being Planning Obligations

4.3 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

4.3 to notify the Council in writing within 14 days thereof of the Commencement of Development

5. **IT** is agreed and declared

5.1 The expressions "the Council" and "the Owner" shall include their successors in title and assigns

5.2 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

5.3 If the Planning Permission shall expire before the Commencement of Development or is revoked or otherwise withdrawn without the consent of the Owner this Agreement shall thereupon cease to have effect

5.4 The Owner shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement up to a maximum of £500.00

5.5 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 Local Planning Authority



5.6 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 or any other provisions covenants or stipulations hereunder

5.7 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

5.8 Except where expressly provided to the contrary any approval or consent required under the terms of this Agreement shall not be unreasonably withheld or delayed

5.9 For the purposes of such parts of this Agreement as may be subject to the law against perpetuities this Agreement shall remain in force for the period of 80 years from the date hereof or (if sooner) as long as any of such of the covenants conditions stipulations herein may not have been performed

5.10 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement occurring after he or it has parted with his interest in the Land or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest).

5.11 A person who is not a party to this Agreement (save for the avoidance of doubt for successors in title or assigns of the Council or the Owner) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

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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 allow or permit the Commencement of Development until the Bus Shelter Commuted Sum has been paid to the Council

2. The Bus Shelter Commuted Sum shall be £6,000.00 (six thousand pounds) at the date of this Agreement 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 Bus Shelter 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



THE COMMON SEAL of **ALCONBURY INVESTMENTS LIMITED** was affixed to this Deed in the presence of :-)

Director

Assistant Secretary

p.p. Oak Walk Registrars Limited

Duly Authorised



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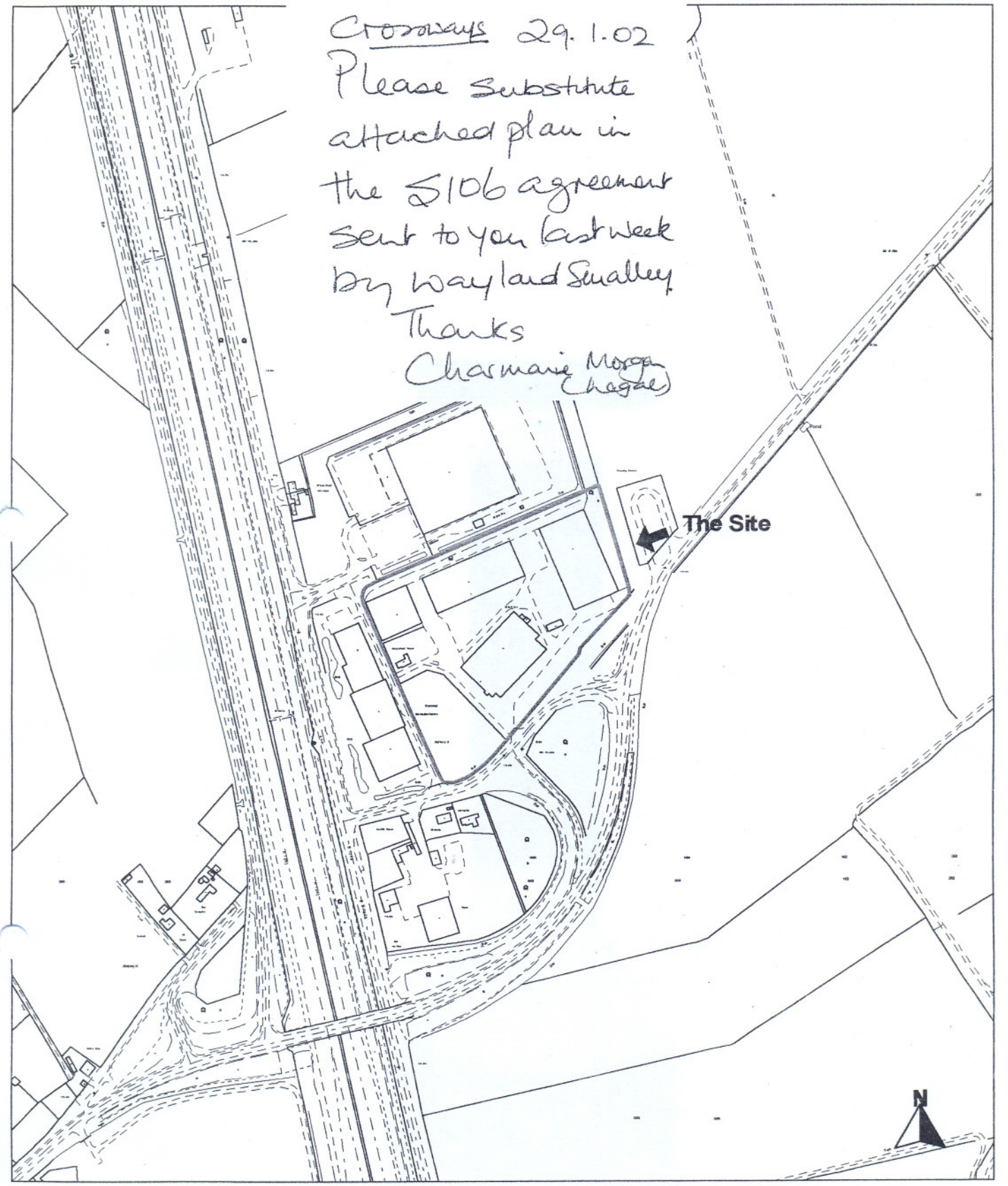
Crossways 29.1.02
Please substitute attached plan in the S106 agreement sent to you last week by Wayland Smalley.
Thanks
Charmaine Morgan (Chegal)



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Huntingdonshire District Council

Date: Dec 2001

Section 106 Agreement - Town & Country Planning Act 1990

Description: Erection of Warehousing

Address: Land at Crossways, Alconbury Hill, Alconbury Weston.

Plan No: 04H/00944/FUL

Application Number: 01/00944/FUL

TOWN & COUNTRY PLANNING ACT, 1990

PLANNING PERMISSION

Alconbury Investments Ltd C/O Bilsdale Properties Ltd
c/o Henry Mein Partnership
12 Clarendon Street
Nottingham
NG1 5HQ

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

Erection of warehouse/distribution units with offices (B8) and car parking at Land At Crossways Distribution Centre Alconbury Hill Alconbury Weston Huntingdon Cambridgeshire

in accordance with your application received on 1st May 2001 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. 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.

2. 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.

3. Condition. If within a period of 5 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.

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

4. Condition. In this condition 'retained tree' means an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expirations of one year from occupation of building

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Head of Planning Services
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Date 25th January 2002

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a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping shall be carried out in accordance with British Standard 3998 (Tree Works).

b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of the same size and species, and shall be planted at such time as may be specified in writing by the Local Planning Authority.

c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars, before any equipment, machinery or materials re brought on to the site for the purpose of development, and shall be maintained until all equipment, materials and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority.

4. Reason. To safeguard the existing trees.

5. Condition. No development shall take place until a schedule of landscape maintenance for a minimum period of ten years has been submitted to and approved in writing by the Local Planning Authority. The schedule shall include details of the arrangements for its implementation. Development shall be carried out in accordance with the approved schedule.

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. Prior to the commencement of development a scheme showing the method of lighting and extent of illumination to the access roads, parking and circulation areas shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented in accordance with the approved scheme.

6. Reason. In the interests of minimising light pollution.

7. Condition. Before the use hereby permitted is commenced the access from the existing carriageway edge shall be laid out in accordance with a detailed scheme to be submitted to and agreed in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the approved scheme.

7. Reason. In the interests of highway safety.

8. Condition. The permanent space to be reserved on the site for turning, parking and loading and unloading shall be provided before the use commences and thereafter maintained.

8. Reason. In the interests of highway safety.

9. Condition. Adequate temporary facilities shall be provided clear of the highway for the parking, turning, unloading and loading of all vehicles visiting the site during construction in accordance with a scheme, which has been submitted to and approved in writing by the Local Planning Authority.

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Date 25th January 2002

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9. Reason. In the interests of highway safety.

10. Condition. Before the use hereby permitted is commenced, a 2 metre footpath shall be laid out and constructed along the length of the site frontage between the proposed vehicular access and the existing footway to the west in accordance with a detailed scheme to be submitted to and approved in writing by the Local Planning Authority. The scheme shall include footpath links to the existing bus stops adjacent to the B1043 (Old Great North Road).

10. Reason. In the interests of highway safety.

11. Condition. Before the use hereby permitted is commenced, the carriageway of Alconbury Hill shall be widened to a minimum uniform width of 7.3 metres (as shown in principle on the approved drawing 5149/01 P received 24th July 2001) and shall be laid out and constructed in accordance with a detailed engineering scheme to be submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the approved scheme.

11. Reason. In the interests of highway safety.

12. Condition. The permanent space to be reserved on the site for cycle parking shall be provided before the use commences and thereafter maintained.

12. Reason. To ensure that satisfactory parking and servicing facilities will be available at all times to serve the premises.

13. Condition. No additional parking shall take place outside the allocated areas without the prior written consent of the Local Planning Authority, which in any event shall not exceed the maximum standards adopted by the Local Planning Authority.

13. Reason. For the avoidance of doubt.

14. Condition. Visibility splays shall be provided on both sides of the access and shall be maintained free from any obstruction over a height of 600mm. within an area of 4.5 metres by 90 metres measured from and along respectively the edge of the carriageway.

14. Reason. In the interests of highway safety.

15. Condition. Prior to the commencement of the development, a scheme for the provision of off-site signage shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall thereafter be carried out in accordance with the agreed details.

15. Reason. In the interests of highway safety.

16. Condition. Notwithstanding the information prepared by Bryan G Hall and dated July 2001, the approved building shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall specify the methods to be used to discourage the use of private motor transport and the arrangements to encourage use of alternative modes of transport such as public transport, car sharing, cycling, subsidies and guaranteed lift

M C Sharp

BW
Head of Planning Services
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home. The Travel Plan shall be implemented and monitored in accordance with details to be agreed in writing by the Local Planning Authority.

16. Reason. In order to ensure that the development takes place in the manner contemplated by the Local Planning Authority in accordance with the provisions of the Cambridgeshire Structure Plan, Policy SP1.

17. Condition. No development shall commence until a detailed scheme for the provision of fire hydrants has been submitted to and agreed in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved details.

17. Reason. To ensure satisfactory provision commensurate to the scale of the development.

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

18. 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.

19. Condition. The proposed development shall be carried out in complete accordance with the amended plan(s) received by the Local Planning Authority on 24th July 2001 and 02nd August 2001 specifically drawing(s) reference(d) 02 Rev C, O3 Rev B, 5149/01 Rev P, /03 Rev E and L443/01/04A.

19. Reason. For the avoidance of doubt and to ensure a satisfactory standard of development.

20. Note to applicant. The applicant is advised to contact Serco Gulf Engineering Limited, Ashdon Road, Saffron Walden, Essex. CB10 2NF, in respect of the adjacent oil pipeline.

21. 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.

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

23. Note to applicant. Notwithstanding any consent under the Town and Country Planning Act 1990, the applicant is advised that before any works are carried out on any footway, carriageway, verge or other land forming part of the highway, the express consent of the Cambridgeshire County Council as Local Highway Authority will be required under the terms of Section 184 of the Highways Act 1980. The applicant is advised to contact the Divisional Maintenance Engineer, Mr R Kingston at Stanton House, Stukeley Road, Huntingdon, Cambs PE18 6XL for further information.

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24. Note to applicant. The applicant is advised that due to the extensive nature of the off-site highway works, an appropriate legal agreement may be required to be completed between the developer and the Cambridgeshire County Council as Local Highway Authority, prior to the commencement of the works. The applicant is advised to contact the Area Transport Liaison Engineer, Mr David Freestone at the Department of Environment and Transport, BOX ET1013, Castle Court, Shire Hall, Cambridge CB3 0AP for further information.

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Date 25th January 2002

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