DATED 2nd August 2002

113

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

- and –

ST DUNSTAN'S

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 32 High Street
Brampton
(Education contribution; Off-site open space and play equipment Contribution)

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

(CenS.PO.41.WAS.CPM)

HPS | OPERATIONAL SERVICES PLANNING DIV. | TL
PM | 05 AUG 2002 | ACK
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OM | | OFF

THIS AGREEMENT is made the 2nd day of August Two thousand and Two

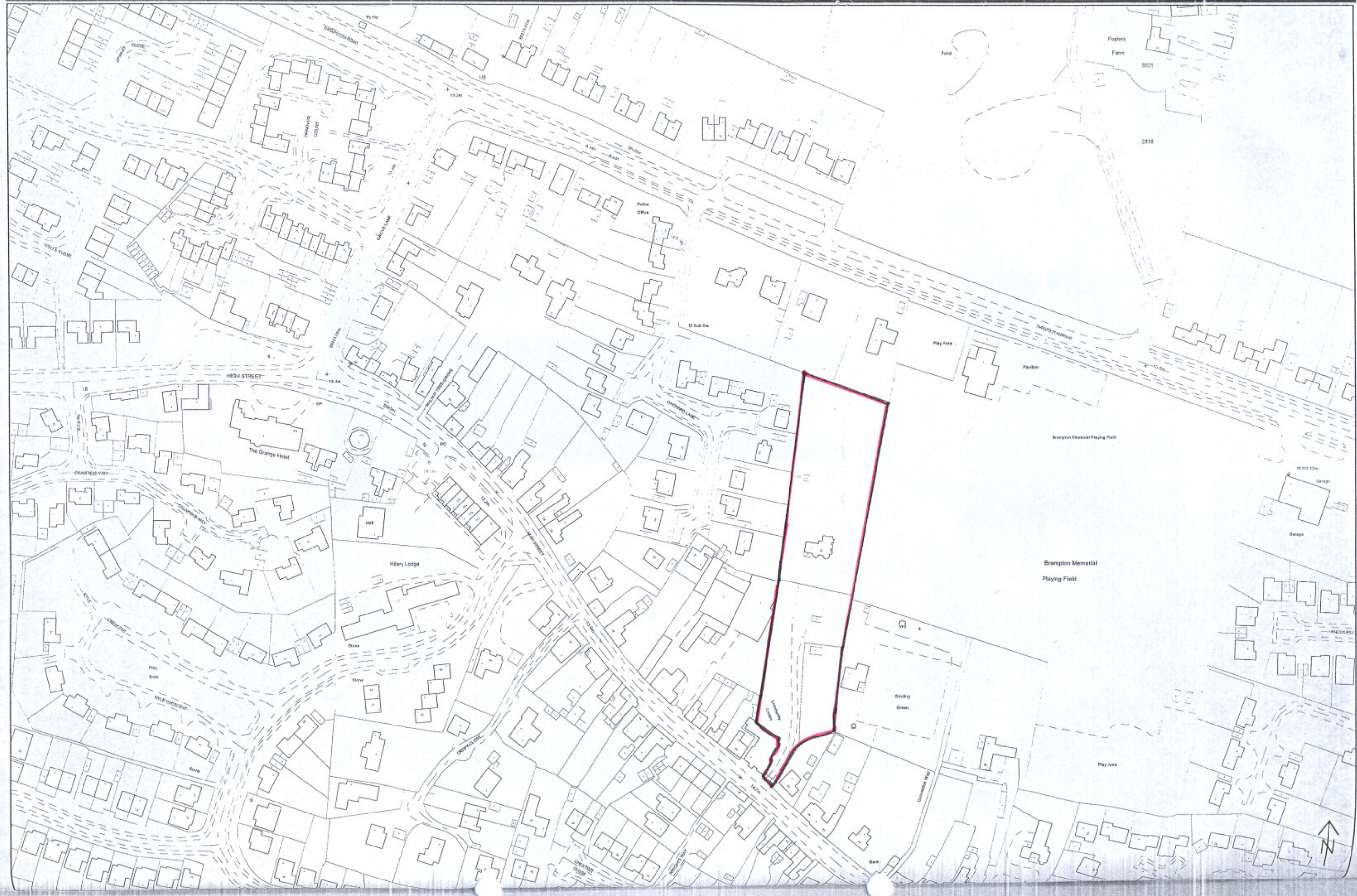
BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one part and **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the County Council") of the second part and **ST DUNSTAN'S** (registered charity number 216227) of 12/14 Harcourt Street London W1H 4HD (hereinafter called "the Owner") 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 17th day of October 2000 under application number 00/01753/OUT
"Commence Development/ 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 by 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 all Employees (whole Economy – Actual) Index of the Average Earnings Index published by HMSO
"the Land"	means land situate at 32 High Street Brampton Cambridgeshire comprising approximately 0.7 hectares and shown edged red on the Plan
"Leisure and Recreation Facilities Contribution"	means £8,664 (Eight Thousand Six Hundred and Sixty Four Pounds) linked to the Index towards the provision of leisure and recreation

Huntingdonshire District Council



facilities including the provision of open space and play equipment off-site in the area of Brampton Parish

"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 and includes any approval of reserved matters pursuant to an outline permission or 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 and the County Council is the Local Education and also a Local Planning Authority for the purposes of the Act for the area within which the Land is situated

(2) The Owner is seised of the Land registered with Freehold Title Absolute at H M Land Registry under title number P184468

(3) 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 contained in paragraph 1 to the Schedule are enforceable by the Council and those contained in paragraph 2 are enforceable by the County Council

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

3.1 to observe and perform the Planning Obligations

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

3.3 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

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

4. **IT** is agreed and declared

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

4.2 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

4.3 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

4.4 The Owner shall pay to the Council on completion of this Agreement the reasonable legal costs incurred by the Council and the County Council in drafting negotiating and completing this Agreement

4.5 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 or the County Council as Local Authority and/or Local Planning Authority

4.6 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

4.7 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

4.8 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

4.9 Any bona fide purchaser and/or occupier of a single private dwelling house erected on the land shall not be bound by the Planning Obligations

4.10 No personal body should be liable for any breach of the covenants, restrictions or obligations contained in this Agreement occurring after they have parted with their interest in the land or the part in respect of which such breach occurs

4.11 The Owner hereby acknowledges and agrees that the County Council may at its sole discretion on or at any time after completion of this Planning Obligation commence the provision or provide (in whole or in part) the education facilities referred to in Part II of the Schedule to this Agreement notwithstanding that the trigger point for payment of the sums specified in Part II shall not have arisen and (for the avoidance of doubt) the Owner shall pay the said specified sum in accordance with the provisions of this Agreement so as to reimburse the County Council the costs incurred (if any) prior to such trigger point

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)

PART I – PROVISION OF LEISURE AND RECREATION FACILITIES

1. Not to commence the proposed Development by the carrying out of a Material Operation until the Owner has paid to the Council Leisure and Recreation Facilities Contribution which sums shall be on the date of this Agreement £8,664 adjusted thereafter in accordance with the proportional change in the Index from the date of this Agreement to the date one month before payment is made.

PART II – THE EDUCATION CONTRIBUTION

2. No dwellings comprised in the Development shall be occupied until the sum of £14,000 (Fourteen thousand pounds) ("the Education Contribution") has been paid by the owner to the County Council to be used by the County Council for the purpose of improving secondary education facilities serving the Huntingdon catchment area **provided always** that the Education Contribution shall be adjusted in accordance with the proportional change in the Royal Institute of the Chartered Surveyors Building Cost Information Service All In Tender Price Index during the period calculated from the date of this Agreement to [illegible]nth before payment of the said sum to the County Council is made



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 the **CAMBRIDGESHIRE COUNTY COUNCIL** was affixed to this Deed in the presence of :-

C.R. Betts

SENIOR LAWYER



THE COMMON SEAL of **ST DUNSTAN'S** was affixed to this Deed in the presence of :-

MEMBER OF COUNCIL

~~Director~~

~~Secretary~~

DIRECTOR OF PROPERTY SERVICES

TOWN & COUNTRY PLANNING ACT, 1990

OUTLINE PLANNING PERMISSION

St. Dunstan's
c/o John Martin And Associates
Farm Hall Offices
West Street
Godmanchester
Huntingdon Cambs PE29 2HG

Huntingdonshire District Council in pursuance of powers under the above Act, hereby **PERMIT**

Residential development (0.7 hectares)
at Land At 32 High Street Brampton Huntingdon Cambridgeshire

in accordance with your application received on 13th October 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 details of the design and external appearance of the buildings shall be obtained from the 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.

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.

SW
Head of Planning Services
ufm46.rtf
Date 6th August 2002

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

5. Condition. No dwelling shall be occupied until the part of the highway which provides access to it has been constructed in accordance with the approved plans.

5. Reason. In the interests of highway safety.

6. Condition. Adequate turning and parking facilities shall be made available at all times within the curtilage of each dwelling to enable vehicles to leave the premises in forward gear and to park clear of the highway.

6. Reason. In the interests of highway safety.

7. 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.

7. Reason. In the interests of highway safety.

8. Condition. The visibility splay shown on the submitted plan shall be provided before the development is brought into use. The area of land between the visibility splay and edge of the carriageway of the highway shall be kept free of any obstruction exceeding 600mm in height above the adjacent carriageway level.

8. Reason. In the interests of highway safety.

9. Condition. Details of replacement tree planting including number, location, size and species shall be submitted to and approved in writing by the Local Planning Authority prior to any felling.

9. Reason. To enhance the appearance of the development in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995..

10. Condition. Replacement planting in accordance with the approved details shall take place as soon as practicable and in any event within six months of the felling being carried out or as otherwise agreed in writing with the Local Planning Authority. The replacement planting shall be maintained for a period of three years beginning with the date of the planting and during this period any trees that become diseased or die shall be replaced with trees of the same size and species.

10. Reason. To ensure that the work is carried out within a reasonable period.

11. Condition. The hedge as shown on drawing no ASC.01.151 shall be retained at all times, except at the point of access unless otherwise agreed in writing with the Local Planning Authority.

11. Reason. To enhance the appearance of the development in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995..

12. Condition. The existing trees and hedgerow to be retained shall be protected for the duration of the construction of the development in accordance with a scheme submitted to and approved in

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Date 6th August 2002

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

writing by the Local Planning Authority. The protection measures shall be implemented at all times during the course of the construction works.

12. Reason. To safeguard existing trees and hedgerows and the existing visual character of the area in accordance with policy EN25 of the Huntingdonshire Local Plan 1995.

13. Condition. No development shall take place within the area indicated until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

13. Reason. To safeguard archaeological interests.

14. Condition. Prior to the commencement of development details of existing and proposed levels of the buildings on plots 11, 12, 13 as shown on drawing No So79-03D 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.

14. Reason. To enable Local Planning Authority to retain control of the development to which this permission relates in the interests of the amenity of adjoining occupiers.

15. Condition. Prior to the commencement of development details of the boundary treatments shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall be completed before the first occupation of the dwellings or in accordance with a timetable agreed with the Local Planning Authority. Development shall be carried out in accordance with the approved details.

15. Reason. In the interests of visual and residential amenity.

16. Note to applicant. This decision is based upon the submitted application as amended by plans and letter received 10 May and 26 July 2001.

17. 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.

18. 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, PPG15, PPG16

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