33/2001

SECTION 106 AGREEMENT

THIS DEED is made the 13th day of February 2001 BETWEEN (1) KENNET DISTRICT COUNCIL of Browfort Bath Road Devizes Wiltshire ("The Council") (2) Clive John Beeston Hamblin and Alison Jane Hamblin of Collis Farm Upper Chute Andover Hampshire ("The Owner")

RECITALS

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.
2. The Owner is the owner of the Land which is registered under title number WT132730 at the Weymouth District Land Registry with title absolute and is described in the First Schedule.
3. Clive John Beeston Hamblin aforesaid ("the Applicant") has by application by his agents dated 22nd September, 1999 and registered on the 7th October, 1999 ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").
4. The Council has decided to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which planning permission for the development would not have been granted.

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and WITNESSES as follows:

1. The Owner covenants with the Council to observe the restrictions specified in the Third Schedule.
2. It is agreed and declared as follows:
   - 2.1 The expressions "the Council", "the Owner" and "the Applicant" shall include their successors in title and assigns.
   - 2.2 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all 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.

2.3 The covenants contained in this Agreement shall take effect only upon the date upon which the Development is begun within the meaning of section 56 of the Town and Country Planning Act 1990.

2.4 If the planning permission granted pursuant to the Planning Application shall expire before the Development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

2.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.

2.6 This Agreement is a Local Land Charge and shall be registered as such.

2.7 The Owner shall pay to the Council its proper and reasonable legal costs incurred in connection with this Agreement.

2.8 Nothing in this Agreement shall give any third party (not being a party to this Agreement) any right to enforce any of the obligations rights or covenants on the part of either the Owner or the Council under this Agreement whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise.

2.9 The Owner and the Applicant warrant that they are entitled to carry out the Development.

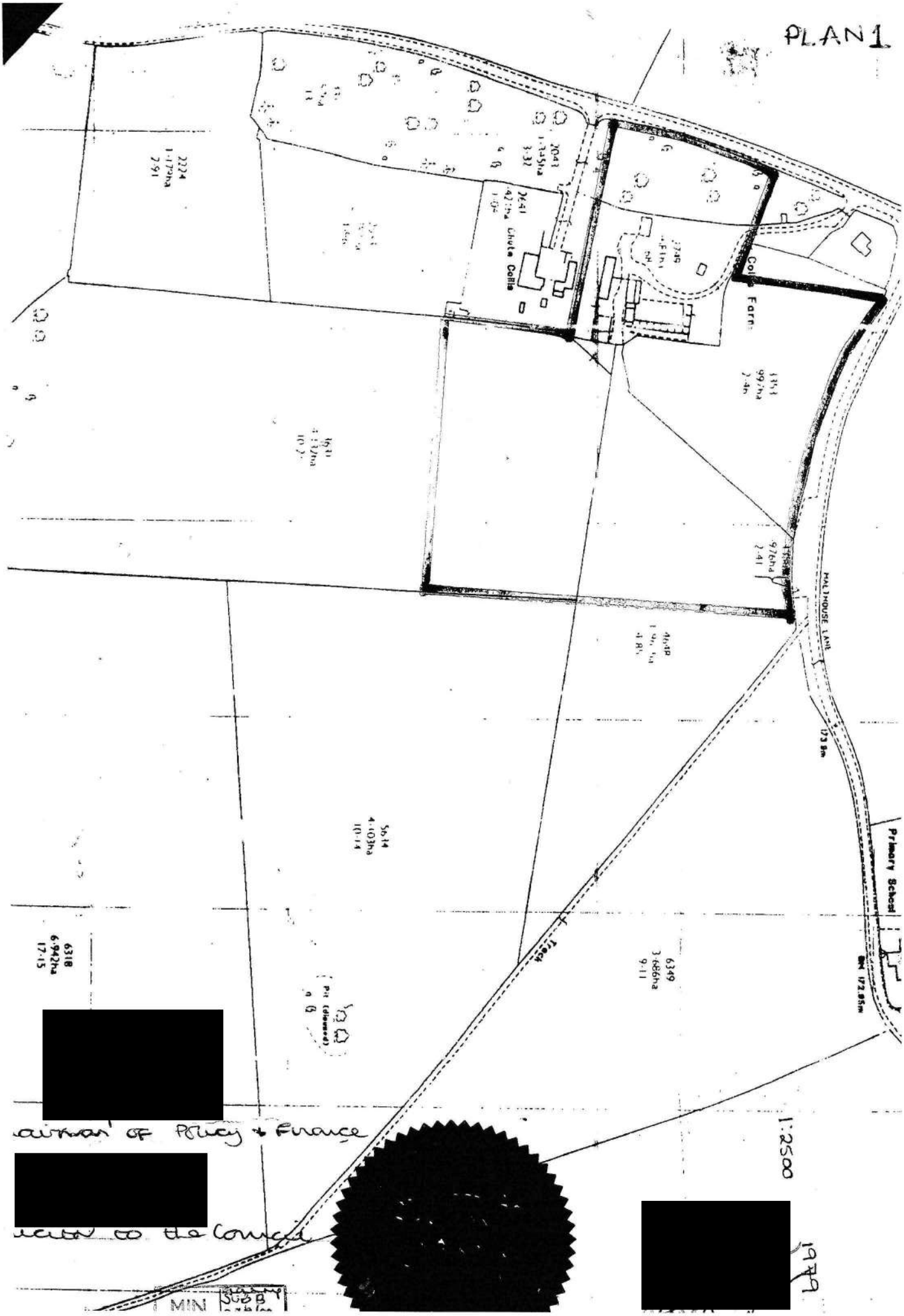
2.10 Where any party comprises more than one person the obligations and liabilities of that party shall be joint and several.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

FIRST SCHEDULE the Land

"The Land" shall mean all that land and buildings known as Collis Farm Equine Clinic Upper Chute Andover Hampshire SP11 9EF as shown edged red on Plan 1 attached

PLAN 1



[redacted]

airman of Policy + Finance

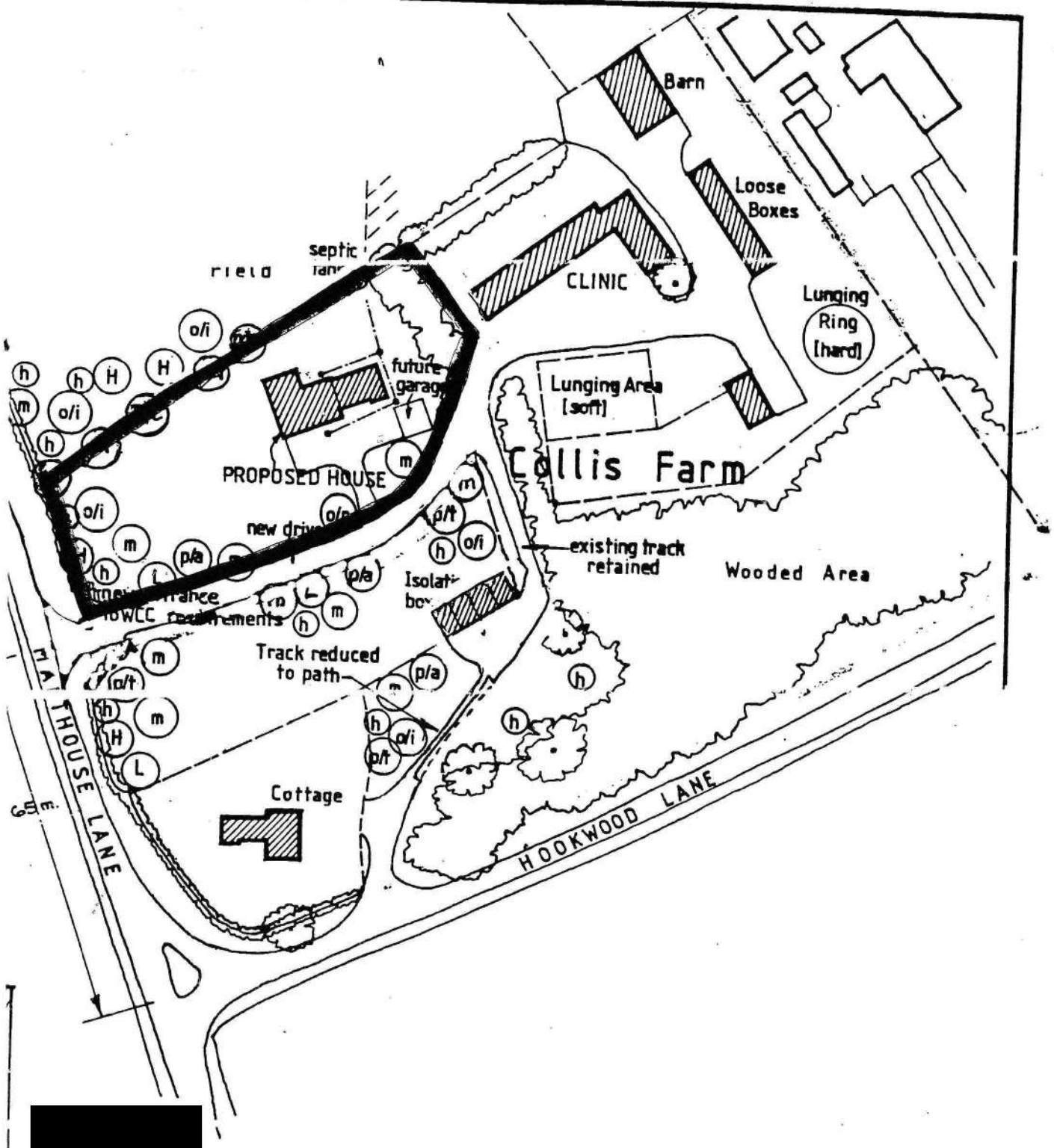
[redacted]

ucion to the Council

[redacted]

[redacted]

PLAN 2



[redacted]

Chairman of Policy + Finance

[redacted]

Solicitor to the Council

[redacted]

[redacted]

SECOND SCHEDULE the Planning Application

The planning application shall mean the planning application no. K/038132 for the provision of a new vehicular access and drive a new dwelling within the Land shown edged red on Plan 2 attached ("the Dwelling") isolation boxes also within the Land and the variation of conditions 2 and 6 of planning permission no. K/21467 in respect of the number of employees and such consent being personal to the Applicant

THIRD SCHEDULE Restrictions

The Owner hereby covenants with the Council not to sell lease or otherwise dispose of the Dwelling or any part thereof separately from the Land or any part thereof

THE COMMON SEAL OF KENNET)
DISTRICT COUNCIL was affixed to)
this Deed in the presence of:)

[redacted]

Solicitor to the Council

MIN No.	[illegible] 6/7/00 [illegible] 28/9/00 [illegible]
CHK'D BY	[illegible]

Chairman of Policy + Finance [redacted]

SIGNED AS A DEED BY the said)
CLIVE JOHN BEESTON HAMBLIN)
in the presence of: [redacted]

NAME R. Mills

ADDRESS Frenwarren Farm
Crofton
Marlborough
Wilts

OCCUPATION Company Director.

SIGNED AS A DEED BY the said)

ALISON JANE HAMBLIN)

in the presence of:)

[redacted]

[redacted]

NAME R. Mills

ADDRESS Treewarra Farm
Crafton
Marlborough

OCCUPATION Company director.

12th October 2001

KENNET DISTRICT COUNCIL (1)

AND

CLIVE JOHN BEESTON HAMBLIN
AND
ALISON JANE HAMBLIN (2)

SECTION 106 AGREEMENT -- LAND AT COLLIS FARM EQUINE CLINIC, UPPER CHUTE, ANDOVER, HAMPSHIRE

Maria Memoli,
Solicitor to the Council,
Kennet District Council,
Browfort,
Bath Road,
Devizes,
Wiltshire
SN10 2AT

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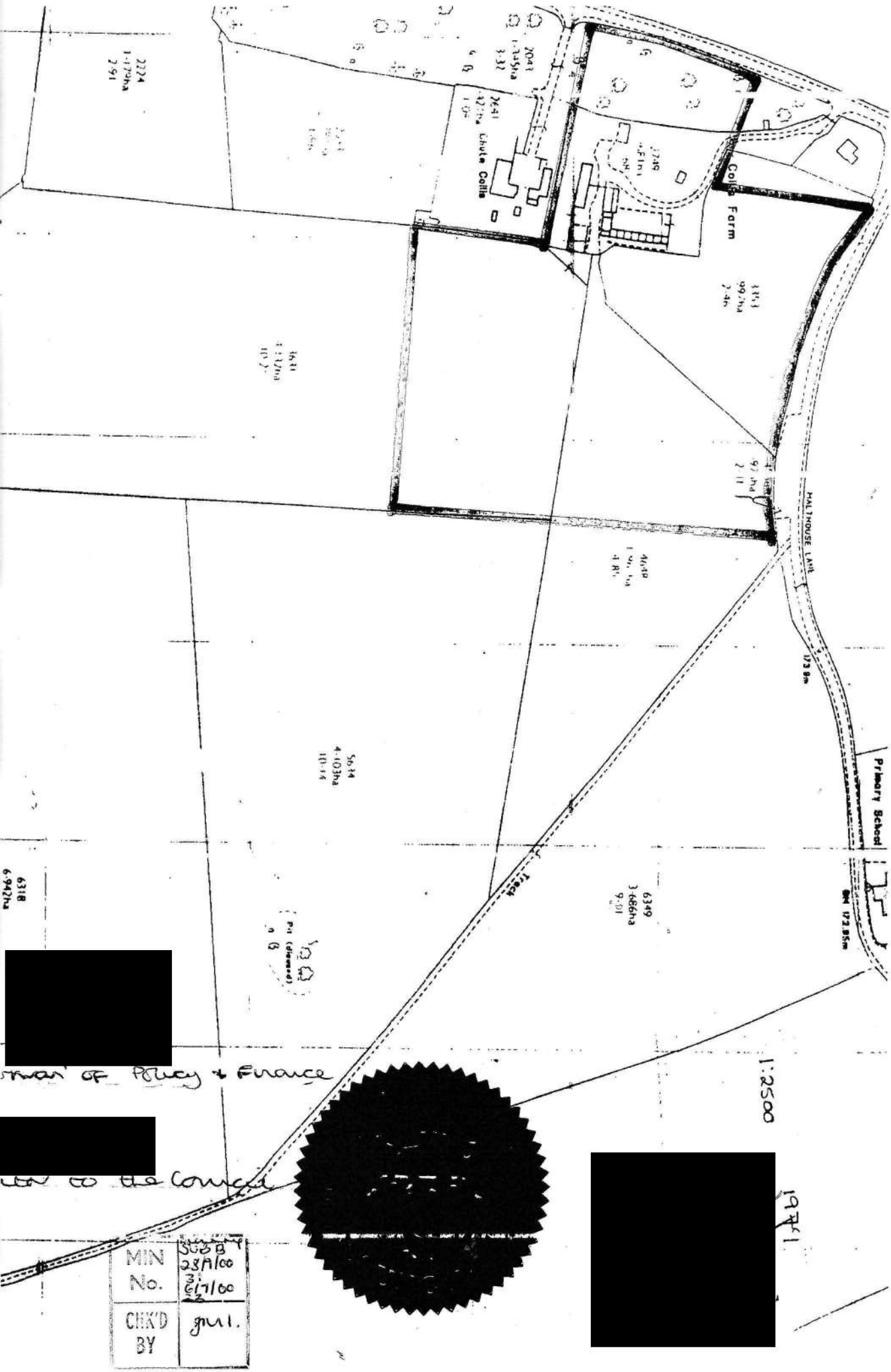


[redacted]

...man of Policy & Finance

[redacted]

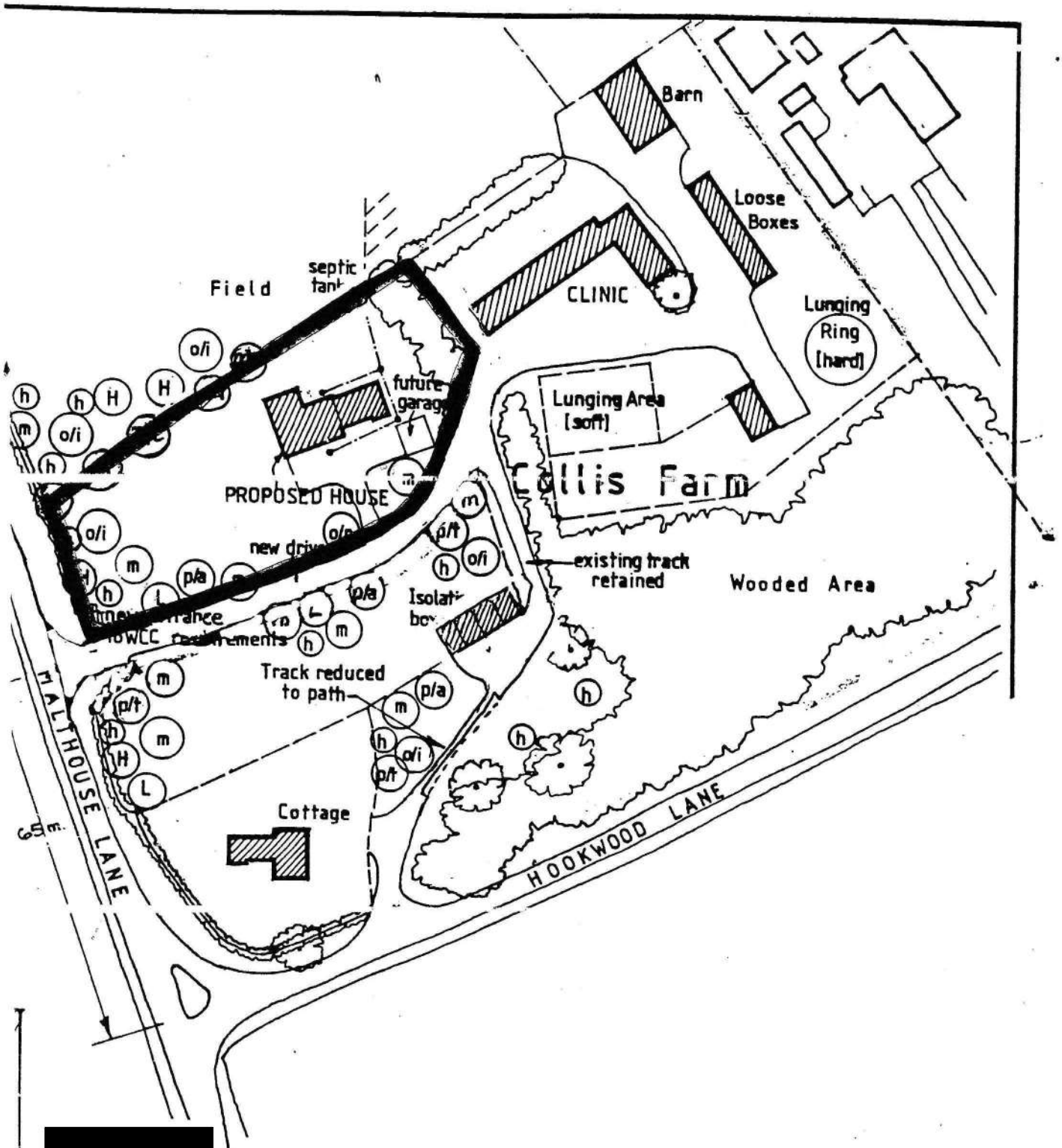
...ten to the Council

[redacted]

[redacted]

MIN No.	SUB B 28/9/00 31 6/7/00
CHK'D BY	gmi.

PLAN 2



[redacted]

Chairman of Policy & Finance

[redacted]

Solicitor to the Council

[redacted]

[redacted]

MIN Planning 6/7/00 (23)

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THE COMMON SEAL OF KENNET)
DISTRICT COUNCIL was affixed to)
this Deed in the presence of:)

[redacted]

Solicitor to the Council

MIN No.	Planning SUB B 6/7/00 (23) 28/9/00 (31)
CHK'D BY	gui.

Chairman of Policy + Finance [redacted]

SIGNED AS A DEED BY the said)
CLIVE JOHN BEESTON HAMBLIN)
in the presence of: [redacted]

NAME R. Mills

ADDRESS Freewarren Farm
Crofton
Marlborough
Wilts

OCCUPATION Company Director.

SIGNED AS A DEED BY the said)

ALISON JANE HAMBLIN)

in the presence of:)

[redacted]

[redacted]

NAME R. Mills

ADDRESS Treewarra Farm
Crafton
Marlborough

OCCUPATION Company director.

13th February 2001-

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AND

CLIVE JOHN BEESTON HAMBLIN
AND
ALISON JANE HAMBLIN (2)

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