

DATED

12th November

1993

AGREEMENT

under

**S.106 of the Town and Country
Planning Act 1990 (as amended)**

Between

Leominster District Council

and

Mr and Mrs E C Barker

and

The Croft with Yarpole and Lucton Church Council

**A J Smith
Secretary and Solicitor
Leominster District Council**

THIS AGREEMENT is made the 12th day of November One Thousand nine hundred and ninety three BETWEEN THE COUNCIL (hereinafter called "the Council") of the first part and THE OWNER (hereinafter called "the Owner") of the second part and THE PCC (hereafter called "the PCC") of the third part details of whom are given in the First Part of the Second Schedule hereto

WHEREAS

- (1) The Council is empowered by Section 106 of the Town and Country Planning Act 1990 (as amended) to enter into an agreement with any person interested in land in their area for the purpose of restricting or regulating the development or use of land
- (2) The Owner is the owner in fee simple in possession of an area of land (details of which appear in the Second Part of the Second Schedule hereto and is hereinafter described as "the Land") in the district of Leominster in the County of Hereford and Worcester
- (3) The PCC has agreed to accept a transfer or conveyance by the way of gift of certain land described in the Second Part of the First Schedule hereto for use as a burial ground
- (4) The Owner has submitted to the Council an application for planning permission (details of which appear in the Third Part of the Second Schedule hereto and is hereinafter called "the Application")
- (5) The Council has resolved to grant planning permission to the Owner (subject to conditions) in pursuance of the Application subject to the Owner entering into this Agreement with the Council for the purpose of restricting or regulating the development or use of the Land in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

1. The Owner for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) and with the intention of binding himself and all persons deriving title under him to the Land or any part thereof hereby agrees with the Council as mentioned in the First Schedule hereto
2. The PCC will accept a conveyance or transfer of the land as more particularly mentioned in the First Schedule (second part) hereto
3. In this Agreement where the context so admits:-
 - (i) Words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Owner" covenants expressed to be made by the Owner shall be deemed to be made by such persons jointly and severally
 - (ii) Words importing the masculine gender only include the feminine gender

4. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns 2
5. Nothing in this Agreement shall prevent the Council from exercising any of its statutory powers or functions in relation to the development of the Land
6. This Agreement is a local land charge and shall be registered as such 3
7. The Owner will pay the Council's costs for the preparation and completion of this Agreement in accordance with Section 106 (2) (c) of the Town and County Planning Act 1990 3

IN WITNESS whereof this Agreement has been executed by the parties hereto as a deed the day and year first before written

FIRST SCHEDULE

First Part (the Agreement)

that no dwelling to be erected on the land will from the date hereof be occupied by anyone otherwise than strictly in accordance with the obligations set out in the Second Part hereto

Second Part (the Provisions)

1. At his own expense and at no cost whatsoever to the PCC the Owner will:
 - 1.1 Convey or transfer to the PCC for an estate in fee simple free from incumbrances the land shown for identification purposes only hatched blue on the plan annexed hereto ("the Blue Land")
 - 1.2 In the conveyance or transfer of the Blue Land to grant all necessary rights of way to the PCC and all persons authorised by it to pass or repass with or without vehicles over and along the roadway shown for the purposes of identification only hatched brown on the plan annexed hereto leading to and from the Blue Land.
2. The Owner further agrees:
 - 2.1 Not to use or permit to be used the land shown for the purposes of identification only hatched green on the plan annexed hereto ("the Green Land") for any purpose other than the existing animal grazing regime until such time as the Green Land is accepted by the parish council (or its successor) for community use. X

- 2.2 Not to carry out or permit any development (as such term is defined by the Town and Country Planning Act 1990 or any reenactment or modification for the time being in force) or any part or parts of the Green Land nor to seek or make any application to the planning authority for permission to develop the Green Land in any manner whatsoever.
3. The Owner further agrees with the Council as follows:
- 3.1 The Owner or other owner(s) for the time being of the Green Land shall not be entitled to nor shall seek any compensation for the loss of any development potential that the Owner or other such owner(s) for the time being may believe to be suffered as a result of this Agreement.

SECOND SCHEDULE

First Part

THE COUNCIL: THE LEOMINSTER DISTRICT COUNCIL whose offices are situate at Grange House, Leominster, in the County of Hereford and Worcester

THE OWNER: ERNEST CHARLES BARKER and NORA ANNE BARKER both of Lower House Farm, Yarpole, Leominster in the County aforesaid

THE PCC: THE CROFT with YARPOLE and LUCTON CHURCH COUNCIL of Tudor House, Yarpole, Leominster in the County aforesaid

Second Part

THE LAND: ALL THAT piece or parcel of land forming part of Lower House Farm Yarpole in the County of Hereford and Worcester the said land being shown for the purpose of identification only edged red on the plan annexed hereto

Third Part

THE APPLICATION: An application dated 9 October 1991 under the Council's reference for planning permission number 91 625 for the erection of dwelling and new access on land off Green Lane, Yarpole

THE COMMON SEAL of the Leominster District Council was hereto affixed in the presence of:



Andrew Jones 7061
Chief Executive Officer/Secretary and Solicitor

SIGNED as a Deed by the said ERNEST CHARLES BARKER and NORA ANNE BARKER in the presence of:

E. C. Barker

N. A. Barker

G. B. [unclear]
P. E. [unclear]
[unclear]
[unclear]

OCCUPATION

Retailer

SIGNED as a deed on behalf of CROFT with Yarpole and LUCTON CHURCH COUNCIL

M. W. Hooper

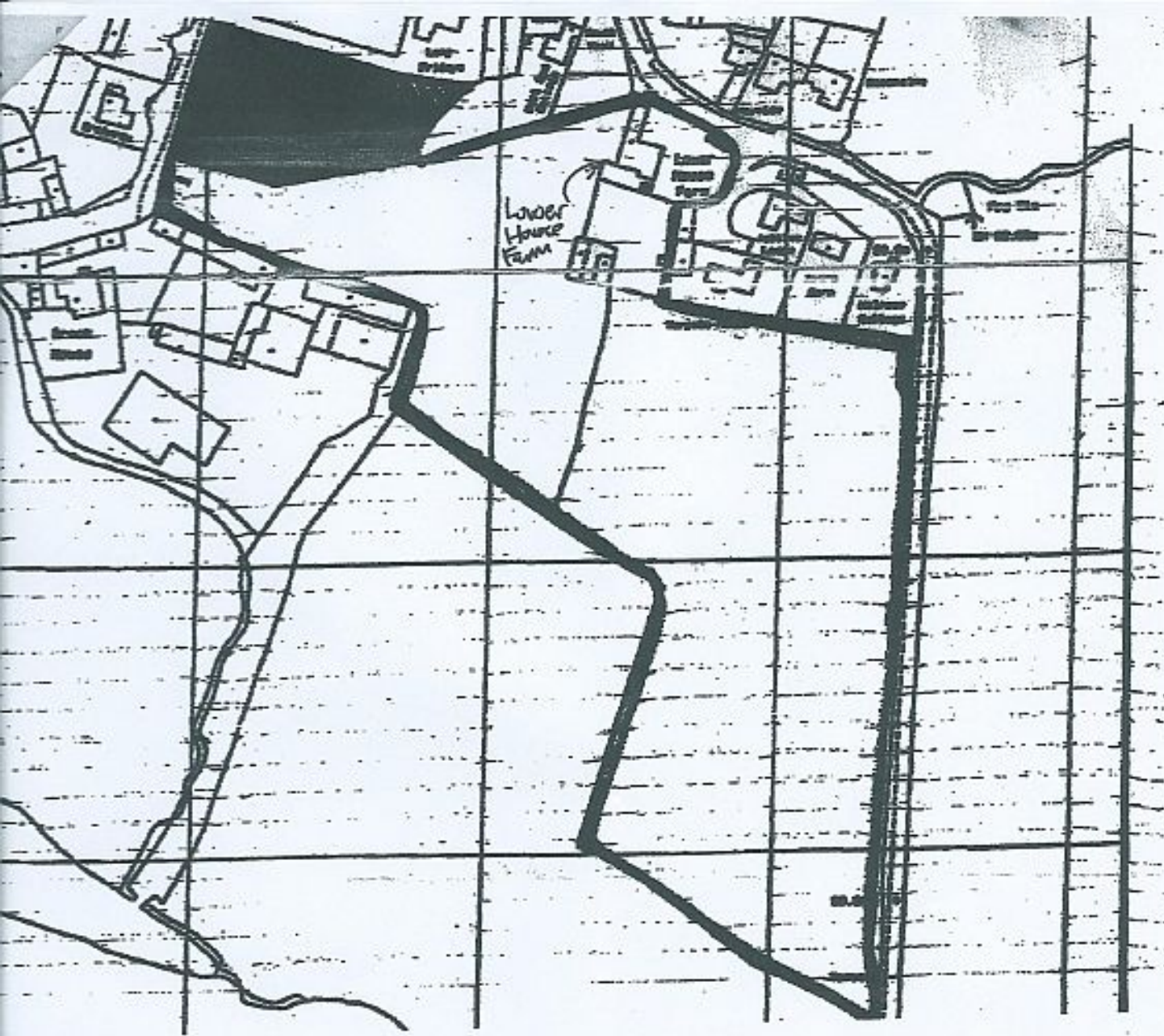
Chairman

Andrew S. Thompson

Council Member

SM Lawton

Council Member



Lower House Farm

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