

DATED

1985

KERRIER DISTRICT COUNCIL

- and -

CROWNMARK DEVELOPMENT LIMITED

A G R E E M E N T

under Section 52, Town and Country
Planning Act, 1971 for development
at Well Lane, Constantine in the
County of Cornwall.

Council Offices,
Camborne, Cornwall.

THIS AGREEMENT is made the _____ day of _____
One thousand nine hundred and eighty-five BETWEEN KERRIER DISTRICT
COUNCIL of Council Offices Camborne in the County of Cornwall (hereinafter
called "the Council") of the one part and CROWNMARK DEVELOPMENTS LIMITED whose
registered office is at Crown House 2 Crowndale London SE19 2NQ (hereinafter
called "the Owner") of the other part _____

WHEREAS :- _____

(1) The Council is the Local Planning Authority for the purposes of the Town
and Country Planning Act 1971 for the area within which the property
(hereinafter referred to as "the said property") described in the First Schedule
hereto is situated _____

(2) The Owner is the owner in fee simple in possession of the said property
subject as mentioned in the First Schedule hereto but otherwise free from
incumbrances _____

(3) The Owner has by a written application dated the 23rd day of March 1984
applied to the Council for permission to develop the said property in the manner
and for the uses set out in the Plans Specifications and Particulars deposited
with the Council and described and referred to in the Second Schedule hereto
(hereinafter referred to as "the Development") _____

(4) The Council is satisfied that the Development disclosed by the said Plans
Specifications and Particulars is such as may be approved by the Council under
the said Act subject to the conditions set out in the First Part of the Third
Schedule hereto _____

NOW THIS DEED WITNESSETH as follows:- _____

1. THIS Agreement is made in pursuance of Section 52 of the Town and Country
Planning Act 1971 Section 33 of the Local Government (Miscellaneous Provisions)
Act 1982 and Section 9 of the Cornwall County Council Act 1971 and any and all
other enactments and powers in that behalf _____

2. THIS Deed shall not operate as a grant of Planning Permission _____

3. THE Owner with the object and intent of binding the said property in
perpetuity into whosoever hands the same may come hereby covenants with the
Council that the said property shall be permanently subject to the stipulations
and provisions restricting or regulating the Development and use of the
Development or of the property specified in the Second Part of the Third
Schedule hereto _____

4. THE Owner hereby agrees to carry out the said Development in strict
conformity with the said Plans Specifications and Particulars and to develop and

use the said property and all buildings erected or to be erected thereon in strict accordance with this Agreement and not otherwise subject to the statutory right of the Owner to make application to the Council to lift any of the Conditions specified in Part I of the Third Schedule hereto _____

5. THE Owner shall reimburse the Council for the Stamp Duty payable on this Agreement and any duplicate thereof _____

6. THE expressions the Council and the Owner shall include their respective successors in title and assigns _____

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds thirty thousand pounds _____

I N W I T N E S S whereof the Parties to these presents have hereunto set their hands and seals or caused their Common Seals to be hereunto affixed the day and year first before written _____

THE FIRST SCHEDULE before referred to _____

(Description of Property)

_____ with the building or buildings (if any) erected or to be erected thereon and known as land at Well Lane, Constantine, Cornwall for the purpose of identification only shown edged red and blue on Drawing No. 8406/P/5 attached hereto subject to the provisions of a Deed of Grant made the 26th February 1968 between Annie Tredwen Zillah Dorothy Tredwen and Susannah Tredwen (1) and Kerrier Rural District Council (2)

THE SECOND SCHEDULE before referred to _____

(Details of the Plans Specifications and Particulars deposited with the Planning

Application)

<u>Application No.</u>	<u>Date</u>	<u>Particulars of Development</u>
2/06/84/00297/0 and the plans specification and particulars (if any) attached to it	23rd March 1984	Erection of eight cottage style dwellings

THE THIRD SCHEDULE before referred to _____

PART I

(Conditions)

1. The approval of the Council shall be obtained to the siting, design and external appearance of the proposed building(s), and to the means of access thereto, before any development is commenced.
2. Detailed plans and particulars in connection with all the matters referred to in the preceding condition shall be submitted to the Council for approval within 3 years from the date of this permission.

3. The development hereby permitted shall be carried out and completed in every respect in accordance with the detailed plans and particulars approved pursuant to the foregoing conditions.

4. The development hereby permitted shall be begun not later than whichever is the later of the following dates -

(i) the expiration of five years from the date of this permission, or

(ii) the expiration of two years from the final approval of the matters referred to in condition 1 or, in the case of approval on different dates, the final approval of the last such matter to be approved.

5. Before any development is commenced the approval of the Council shall be obtained to a scheme providing for the retention of existing trees (including hedgerow trees) on the site and/or the planting of new trees; planting in accordance with such approved scheme shall be carried out within a period of 12 months from the substantial completion of the development for which consent is hereby given or such extended period as the Council may agree in writing; and existing trees comprised in such scheme shall, together with any new trees planted in accordance therewith, be maintained (if necessary be replacement) to the satisfaction of the Council.

6. None of the buildings hereby permitted which front onto an estate road shall be occupied before the road works are completed (apart from final surfacing) to the satisfaction of the Local Planning Authority in such part of the estate road as is necessary to provide satisfactory access to that building from the nearest public highway.

7. The means of surface water drainage shall be to the satisfaction of the Local Planning Authority and such drainage system as approved shall be constructed prior to any dwelling on the estate being occupied.

8. A scheme for the highway improvements and road widening at the corner of Well Lane and Fore Street shall be submitted to and approved by the Local Planning Authority, and the necessary works carried out to the satisfaction of the Local Planning Authority, before any works are commenced on site.

9. In respect of Condition 8 above, full details of retaining walls, including cross-sections, together with details of replacement steps and new boundary walls shall be submitted to and approved by the Local Planning Authority.

10. One garage space shall be provided for each dwelling and such garage space as aforesaid shall be kept free from all development except for the erection of a garage.

11. The open front garden treatment shown on the plan attached hereto shall be maintained to the satisfaction of the Local Planning Authority and notwithstanding the provisions of the Town and Country Planning General Development Orders 1977-1981 no erection of fences, walls or buildings shall take place in this area over the height of nine (9) inches without the express consent of the Local Planning Authority.

12. All electricity and telephone lines shall be laid underground.

13. Notwithstanding the provisions of the Town and Country Planning General Development Orders 1977-1981 no development falling within Class I of Schedule 1 to the said Orders shall be carried out without the express consent of the Local Planning Authority.

14. The details to be submitted pursuant to Condition 2 of this Decision Notice shall make provision for the erection of "cottage-style" dwellings, finished in local materials to the satisfaction of the Local Planning Authority.

15. Within six (6) months of the date of this permission, details of a play area to be incorporated into the public open space area, including surface treatment and the equipment to be provided thereon, shall be submitted to and approved by the Local Planning Authority. The necessary work shall be carried out within six (6) months of the substantial completion of the estate development.

THE THIRD SCHEDULE

PART II

(Stipulations and Provisions)

1. No more than eight cottage-style dwellings shall be erected on the said property.
2. The Owner has paid to the Council the sum of One thousand five hundred and eighty four pounds (£1,584.00) being the capital sum the Chief Technical Officer reasonably requires on account of the future maintenance costs of the Public Open Space to be provided on the Development.
3. The said Public Open Space shown on Drawing No. 8406/P/5 shall be laid out by the Owner before completion of more than six (6) of the dwellings to be erected and the Public Open Space will be provided with an adequate means of public access and in accordance with the Council's standard Specifications for amenity areas on private residential estates (a copy of which has been furnished to the Owner and also attached to this Deed) and to the reasonable satisfaction of the Council's Chief Technical Officer and shall thereafter dedicate the same to the Council for use as a Public Open Space whereupon the Council will take over all future liability to maintain the same.
4. The Owner shall provide to the Council and to the satisfaction of the Chief Technical Officer access to the said Public Open Space so as to enable the Council to enter upon the said Public Open Space for the purposes of mowing and otherwise maintaining the said Public Open Space and shall if called up so to do enter into any necessary Deeds of Grant of Easement at the Owners expense.
5. Before the Development is started the Owner shall improve the highway junction of Well Lane and Fore Street, Constantine shown edged yellow on drawing number 8406/8/5 in complete accordance with a scheme to be agreed to the reasonable satisfaction in writing of the District Planning Officer.
6. No dwellings will be erected on the land coloured blue on the location plan on drawing number 8406/P/5 attached hereto.

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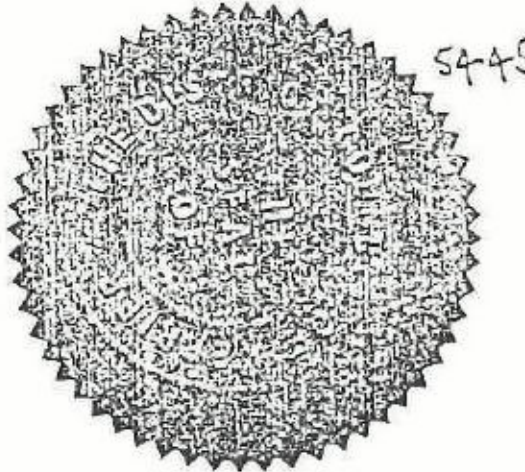
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THE COMMON SEAL OF KERRIER)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)



[Redacted signature block for Deputy Secretary]

Deputy

Secretary

THE COMMON SEAL of CROWNMARK)
DEVELOPMENTS LIMITED was)
hereunto affixed in the)
presence of:-)

[Redacted signature block for Director and Secretary]

Director

Secretary



REVISIONS	DATE

Location Plan 1:2500
 Reproduced with the sanction of H.M. Controller of Stationery

RECEIVED
 15 NOV 1984
 PLANNING DEPARTMENT
 THE WALTONS SECTION

Bunyan + Lasbury Partnership
 Chartered Architects
 Foreland Avenue, Truro, Cornwall Tel: (0872) 208

CLIENT
 Crownmark Developments Ltd.
 JOB
 Housing, Part O.S. Plot 1496
 Constantine, Falmouth, Cornwall

DETAIL
 Proposed Layout [5]

SCALE 1:200 DATE Sept 1984
 DRAWN M.L. CHECKED
 07/08

PROPOSED 8 COTTAGES IN CONSTANTINE