

Eighteenth day of August

1993

CARADON DISTRICT COUNCIL

and

MR AND MRS M KITNEY

AGREEMENT UNDERTAKING
AND COVENANT

relating to land at Landulph Cross
Saltash in the County of Cornwall

PETER WOODCOCK
Solicitor to the Council
Caradon District Council
Luxstowe House
Liskeard
Cornwall
PL14 3DZ

THIS AGREEMENT

is made the

Eighteenth

day of

August

One thousand nine hundred and

050854

ninety-three

BETWEEN

CARADON DISTRICT COUNCIL the

UPRN 37/165

principal office of which is situate at Luxstowe House

App 11092/1211/0

Liskeard in the County of Cornwall (hereinafter referred to as

"the Council") of the one part and MICHAEL KITNEY and SHIRLEY

KITNEY both of 48 Andrews Way Hatt Cornwall aforesaid

(hereinafter referred to as "the Owners") of the other part

WHEREAS :-

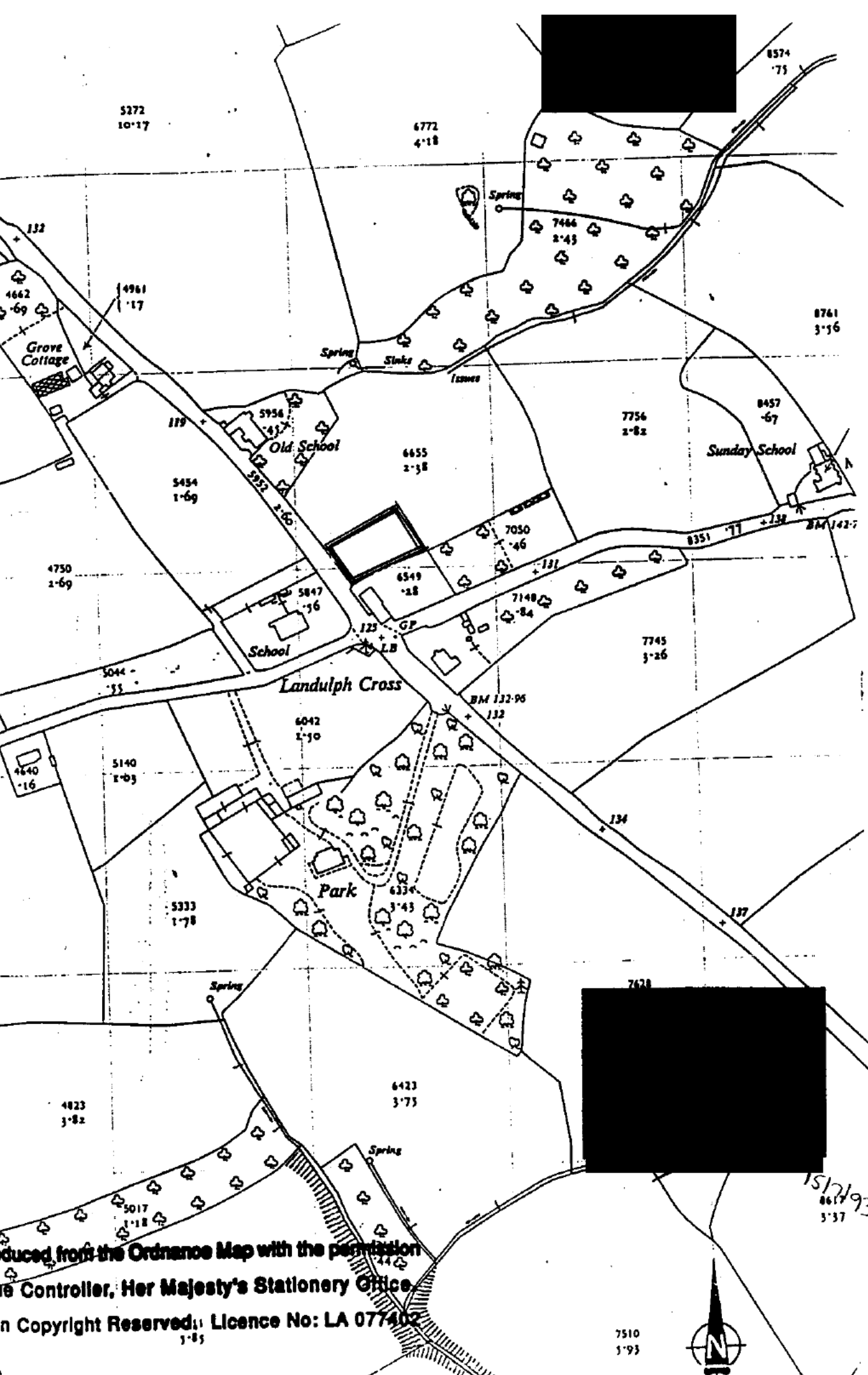
(1) This Deed is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990 as substituted by the Planning and Compensation Act 1991 and for the purposes of sub-section (9) (d) of the said Section 106 the Council is the Local Planning Authority by whom the obligation is enforceable

(2) The Council is the appropriate Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the property described in the Schedule hereto (hereinafter referred to as "the Property") is situated

(3) The Owners are the owners in fee simple in possession of the Property

(4) The Owners have applied to the Council for planning permission to erect a dwelling on the Property (hereinafter referred to as "the Dwelling") and on the date hereof the Council has granted planning permission therefor under reference number 5/92/1211/0

(5) Pursuant to Section 106 of the Town and Country Planning Act 1990 and all other powers then enabling the Council has



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(hereinafter referred to as "the Twelve Month Period") the Owners or their successors in title after making all endeavours which are reasonable in the opinion of the Council (hereinafter referred to as "Reasonable Endeavours") are unable to sell the Dwelling to a Landulph and Adjoining Parish Person then the Owners or their successors in title may cause or permit the Dwelling to be occupied by a person living in or working for not less than twenty-five hours per week in the area of the Caradon District Council as presently constituted for the whole of the immediately preceding three or more years (hereinafter referred to as "a Caradon Person") and the Family PROVIDED and it is agreed between the parties that when the Dwelling shall cease to be occupied by a Caradon Person the requirement that it shall be occupied only by a Landulph and Adjoining Parish Person (subject to the other provisions of Sub-Clause 1 (iv)) shall apply; and

(v)

in the event that the Dwelling shall become the subject of an Order for Possession in favour of any Bank/Building Society or any Mortgagee (hereinafter referred to as "the Mortgagee") of the Dwelling (providing the Mortgagee is a Bank or Building Society) then :-

(a) the Bank/Building Society or the Mortgagee shall not cause or permit the Dwelling to be occupied other than in accordance with Sub-Clause 1 (iv)

hereof except that the Twelve Month Period shall be reduced to a two month period (hereinafter referred to as "the Two Month Period")

(b) if after the expiration of a period of two months from the end of the Two Month Period commencing as specified in Sub-Clause 1 (v) (a) hereof the Bank/Building Society or the Mortgagee after making Reasonable Endeavours is unable to sell the Dwelling to a Landulph and Adjoining Parish Person or a Caradon Person then the Bank/Building Society or the Mortgagee may cause or permit the Dwelling to be occupied by a person from any location without restriction (hereinafter referred to as an "Unrestricted Person") and it is agreed between the parties that when the Dwelling shall cease to be occupied by a Caradon Person or an Unrestricted Person the requirement that it shall be occupied only by a Landulph and Adjoining Parish Person (subject to the other provisions of Sub-Clause 1 (iv) and of this Sub-Clause 1 (v)) shall apply; and

(vi) to supply to the Council (within twenty-one days of the Council's written request so to do) such information as the Council in its reasonable discretion considers that it requires in order to determine whether the terms and conditions of this Agreement are being observed _____

2. IT IS HEREBY AGREED that for the purposes of this

Agreement:

- (a) "Bank" shall mean a Bank recognised as a Bank by the Bank of England; and
- (b) "Building Society" shall mean a Building Society incorporated or deemed to be incorporated under the Building Societies Act 1986; and
- (c) "The Family" shall mean the spouse and/or dependants of the Owners or spouse and/or dependants of such other persons as are permitted under the terms of this Agreement to occupy the property _____

3. THE Owners further agree that no compensation shall be payable by the Council as a result of the covenants and agreement herein contained _____

4. IT IS HEREBY AGREED AND DECLARED that this Deed constitutes an agreement between the Local Planning Authority and the Owners under Section 106 of the Town and Country Planning Act 1990 _____

I N W I T N E S S whereof the Council has caused its Common Seal to be hereunto affixed and the Owners have signed this Agreement as a Deed the day and year first before written _____

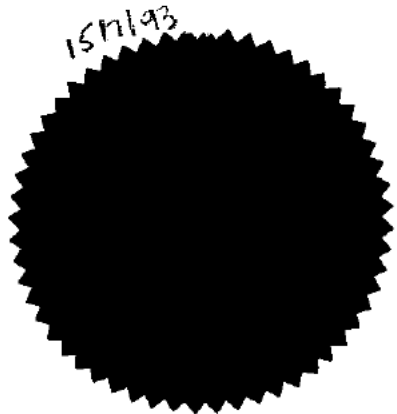
THE SCHEDULE hereinbefore referred to
Description of the Property

ALL THAT part of OS parcel 6655 at Landulph Cross Saltash Cornwall ALL WHICH said property is shown edged red on the plan annexed hereto _____

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

Chairman

Director of
Administration



x (SIGNED AS A DEED by the said MICHAEL
KITNEY in the presence of: -


135 Fore Street Seltash
Legal Secretary

x (SIGNED AS A DEED by the said SHIRLEY
KITNEY in the presence of: -


46, ARROWS WAY

HATT

MR. SHELTON

CORNWALL

BUILDING WORKER