NORTHAMPTONSHIRE COUNTY COUNCIL
- and -
THE NATIONAL GYPSY COUNCIL
- and -
ERNEST BURTON

AGREEMENT

TONY PARKER
Head of Legal Services
Northamptonshire County Council
PO Box 104
County Hall
Northampton
NN1 1AW

Ref: L/JHCM/SKB/GYPSY.AGR
THIS AGREEMENT is made the 28th day of April One Thousand Nine Hundred and Ninety Four BETWEEN THE COUNCIL OF THE COUNTY OF NORTHAMPTONSHIRE of PO Box 104 County Hall Northampton in the County of Northamptonshire (hereinafter referred to as "the Council") of the first part and THE NATIONAL GYPSY COUNCIL of Greengate Street Oldham Greater Manchester (hereinafter referred to as "the Gypsy Council") of the second part and ERNEST BURTON (hereinafter referred to as "the Site Manager") of the third part

WHEREAS:

1. In this Agreement the word "caravan" has the same meaning as in Part 1 of the Caravan Sites and Control of Development Act 1960 as amended by the Caravan Sites Act 1968

2. The Council owns all that freehold land situate in the Borough of Wellingborough on which in pursuance of its powers and duties under the Caravan Sites Act 1968 the Council has constructed two permanent residential gypsy sites thereon known as Gypsy Lane Irchester and Kangaroo Spinney (hereinafter referred to as "the Site")

3. The Site comprises 47 permanent pitches laid out and constructed as shown on Plans A and B annexed hereto

4. The Gypsy Council has requested authority to manage the Site and the Council has agreed to delegate the management powers referred to hereunder unto the Gypsy Council upon the terms hereinafter mentioned

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

1. The Gypsy Council hereby appoints the Site Manager who shall be responsible for the management of the Site from the date of this Agreement until terminated by any of the parties hereto in accordance with the provisions of this Agreement

2. The Site Manager will be resident on the Site and will be responsible for ensuring that the day to day management and use of the Site shall be implemented in accordance with the terms of this Agreement
3. The Site Manager hereby agrees that he will:-

a. Provide a comprehensive on Site management and warden service
b. maintain in good working order repair and condition:-
   i. mains water supply and drainage to the brick amenity blocks
      erected on the permanent pitches
   ii. boundary fencing, earth mounding and landscaping
   iii. entrance road hardstandings and Site access roads
   iv. the electrical installation to the Site including all
       cables connections and meters forming part thereof

c. keep full and detailed records of all occupiers caravans and
   other vehicles residing on or using the Site and will provide
   such details to the Council’s Director of Finance and
   Administration upon request

d. ensure that the following terms and conditions are complied with
   by the occupiers of the Site:-

   i. Not more than one caravan shall be stationed on any plot
      designated as a one caravan plot. Where plots are
      designated as double plots consent for more than one
      caravan shall be obtained from the Site Manager before the
      additional units are brought onto site
   
   ii. Vehicles should not be parked so as to obstruct the roadway
       or access to plots not occupied by the driver of the
       vehicle
   
   iii. The occupier’s plot may only be occupied by him/herself and
       that person’s immediate family. The Site License will
       define those persons permitted to reside there including
       children. No person not a Site resident as defined on the
       License will be permitted to reside with the plot holder
       without the specific approval of the Site Manager.
iv. The Site facilities shall not be used by persons other than the occupier and those persons registered on the License.

v. The plot must be primarily used for residential purposes only. No trade or business may be carried on within the site.

vi. The occupier must keep his plot clean and tidy and shall take all reasonable care of his plot and any buildings, fences etc. on it. All damage must be paid for. On termination of his License all the occupier’s property must be removed from the plot and the plot must be left in a clean and tidy condition.

vii. The occupier shall not without the Site Manager’s permission erect any building, structure, machine or other item on the site or plot.

viii. Only one animal being a dog is permitted on each plot and must be kept under strict control at all times.

ix. The plot holder shall ensure that no part of the Site nor any shrubs, hedges, trees or buildings thereon or on any adjoining land is/are damaged or misused.

x. The conduct of all residents of the Site must be such as to not cause nuisance or annoyance to others on the Site or elsewhere.

xi. Domestic refuse must be dealt with in accordance with the local authority provisions for that area.

xii. No fires are permitted anywhere on the Site except in stoves or grates properly constructed for that purpose inside a caravan.

xiii. A speed limit of 5 mph shall be observed on all Site roads.

xiv. The occupier is responsible for providing a fire.
extinguisher and smoke detector for any caravan used by him/her and for ensuring that it is properly maintained

e. allow officers of the Council and its agents servants or workmen to enter and inspect the Site or any part thereof at all reasonable times for the purpose of examining the Site and any caravans thereon to ascertain that the conditions of this Agreement are being observed

4. a. The Site Manager shall be fully responsible for all maintenance upkeep and repair of the Site and the buildings equipment structures and services thereon at all times and in all respects to the entire satisfaction of the Council

b. The Council shall be entitled to carry out a survey of the Site within the currency of this Agreement to monitor the discharge of the responsibilities of the Site Manager under this Clause

c. The Council and its Officers shall have the right on the default of the Gypsy Council and the Site Manager to do anything reasonably required for the proper management of the Site including making good repairing or otherwise renewing any defect or want of repair as in the opinion of the Council or any of its Officers may be necessary and the Council shall have the power to recover the reasonable costs of such works from the Gypsy Council and/or the Site Manager

d. Upon the determination of this Agreement the Site Manager shall leave the Site, the access roads, buildings, fences and all matters relative thereto in a clean, tidy, structurally sound and decoratively good condition

5. The Site Manager shall not carry out any alterations or make additions or extensions to the Site or the facilities provided without the prior written consent of the Director of Finance and Administration of the
6. The Gypsy Council and Site Manager shall be liable and shall indemnify the Council against all liability loss damage claims or proceedings whatsoever arising under any statute or at common law in respect of damage to property or personal injury or the death of any person arising out of or in the course of or caused by the performance of this Agreement and shall insure by insurers approved by the Council against such matters save and except only such as shall be due to any act or negligence of the Council or of any person for whom the Council is responsible.

7. The Council shall insure and keep insured the brick amenity blocks erected on the Site and coloured pink as Plans A and B against loss or damage by fire lightning and explosion, and shall recover the full cost of such insurance from the Site Manager.

8. The Gypsy Council shall not sublet, part with or share possession of the whole of the Site or any part thereof provided that the letting of individual pitches to gypsies as defined in the Caravan Sites Act 1968 in accordance with the terms hereof shall not be deemed to be a breach of this provision.

9. The Site Manager shall collect and retain site fees from occupiers of pitches on the Site (such fees to be determined by discussion between the Gypsy Council and the Director of Finance and Administration of the Council prior to 31st March in any year) and shall collect and retain a returnable deposit of £100 from each occupier. The Site Manager shall also pay general and water rates and electricity accounts and all other charges and outgoings on demand.

10. This Agreement may be terminated by either the Council or the Gypsy Council by not less than twenty-eight clear days’ notice in writing such notice to be served by recorded delivery or by personal service.
and this Agreement shall thereupon determine accordingly

11. This Agreement shall at all times be construed as a personal Agreement between the Council and the Gypsy Council and the Site Manager for the use of the Site as a caravan site for gypsies within the meaning of the Caravan Sites and Control of Development Act 1960 and the Caravan Sites Act 1968 as amended and shall not be assignable by the Gypsy Council or the Site Manager provided always that nothing in this Agreement shall be construed as giving any right of exclusive possession against the Council or as creating any tenancy between the Council and the Gypsy Council or the Site Manager and any use of the Site or any part thereof by the Gypsy Council or the Site Manager otherwise than as a caravan site for gypsies shall be in a breach of this Agreement

IN WITNESS whereof the Council has hereunto affixed its Common Seal and the Gypsy Council and the Site Manager have set their hands and seals the day and year first before written

THE COMMON SEAL of the Council of the County of Northamptonshire hereunto affixed in the presence of:-

SIGNED AS A DEED for and on behalf of the National Gypsy Council in the presence of:-

[Signature]

(\underline{Borough Environmental Health Officer})

[Signature]

(\underline{President})

[Signature]

(\underline{Wellington})
SIGNED AS A DEED by the said ERNEST BURTON in the presence of:

[Signature]

[Administrator's Name]

[Location]

[Date]
To: The Director of Planning & Transportation
Northamptonshire County Council
Northampton House
Northampton

I HEREBY GIVE NOTICE that in accordance with the authority delegated to me and for the purposes of paragraph 4(5) of the Town and Country Planning General Regulations 1976, I authorise the carrying out of the development described in Schedule 1 below on the land described in Schedule 2 below subject to the conditions (if any) specified in Schedule 3 below.

Signed [Signature]
(Co-Chief Officer)

Date 30th October, 1991

SCHEDULE 1
(description of development authorised)

Provision of two additional units, Irchester Gypsy Site, Irchester

SCHEDULE 2
(description of land on which development to be carried out)

Land at Irchester Gypsy Site, Irchester

SCHEDULE 3
(conditions subject to which development is authorised)

1. The development must be begun within five years from the 31st October, 1991.

2. The existing fence adjoining the additional units and the boundary with the Irchester Country Park shall be reinstated and repaired as may be necessary concurrently with the development to the satisfaction of the County Planning Authority.
TO: Director of Finance & Administration on behalf of the County Policy and Resource Committee.

Provision of two additional units, Irchester Gypsy Site, Irchester

The above proposed development is approved on behalf of the Planning and Transportation Committee subject to the following conditions:-

1. The development must be begun within FIVE YEARS from the 31st October 1991.

2. The existing fence adjoining the additional units and the boundary with the Irchester Country Park shall be reinstated and repaired as may be necessary concurrently with the development to the satisfaction of the County Planning Authority.
The following observations have been received and are to be taken into account before the making of any formal resolution:

<table>
<thead>
<tr>
<th>DISTRICT PLANNING AUTHORITY:</th>
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<tbody>
<tr>
<td>Borough of Wellingborough</td>
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<table>
<thead>
<tr>
<th>PARISH OR COMMUNITY COUNCIL, and other interested parties consulted</th>
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</thead>
<tbody>
<tr>
<td>Irchester Parish Council : Object most strongly. Consider the two additional plots would increase the existing problems on the site. Site supervision should also be provided.</td>
</tr>
</tbody>
</table>

Particulars received of any representations objecting to the proposal:

NONE

Particulars of any direction by the Secretary of State restricting the granting of permission under Article 10, T & C P, GDO, 1977 which affects the proposal:

NONE

Particulars of any directions or observations by the Regional Controller (R & T) where development affects a Trunk Road:

N/A

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<th>HIGHWAY AUTHORITY:</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>

Under Regulation 4(4) of the Town and Country Planning General Regulations, 1976 planning permission shall be deemed to be granted in respect of the proposed development on the date that the Council or the appropriate Committee or an Officer exercising delegated powers authorises the carrying out of the development.

Please inform the undersigned when the proposal has been authorised pursuant to Regulations 4(4) of the Town and Country Planning General Regulations, 1976.

Date 29th October 1991

Signed .......................... Director of Planning and Transportation
In pursuance of the Town and Country Planning General Regulations, 1976 and in accordance with the authority delegated to me I hereby give notice that I propose to seek permission to develop the land described in 1. below, in the manner set out in 2 below.

Signed: A J Schirr FRICS
Director of Land and Buildings

Date: 19 June 91

On behalf of POLICY & RESOURCES COMMITTEE Committee

1. LOCATION — State the full address or location of the land/buildings to which the application relates

IRCHESTER GYPSY SITE, GYPSY LANE, IRCHESTER,
NR WELLINGBOROUGH, NORTHANTS

The site must be clearly outlined in red on the accompanying plans which should be based on an Ordnance Survey Map. If the proposal is for an AGRICULTURAL/HORTICULTURAL dwelling please attach plans showing the full curtilage of the holding.

Please state: Area of site: Acres Hectares
Frontage: Feet Metres
Depth: Feet Metres

PARTICULARS OF DEVELOPMENT (INCLUDING CHANGE OF USE)

(a) Describe the proposed development: PROVISION OF 2 NO EXTRA UNITS ON EXISTING SITE

(b) State whether the proposal involves:-

(i) New buildings: YES/NO
(ii) Alteration or extension: YES/NO
(iii) Change of use: YES/NO
(iv) Construction of a new (vehicular access to a highway (pedestrian: YES/NO

If residential development, state number of dwelling units proposed and type if known: N/A
3. INTEREST IN LAND
State particulars of the County Council’s interest in the land/buildings the subject of this application (e.g. owner, lessee, prospective purchaser) OWNER

Does the County Council have an interest in adjoining land? ☐/NO
If YES, the area should be clearly outlined in blue on accompanying plans.

4. LISTED BUILDINGS. Is a “listed building” affected by this proposal? ☐/NO

5. TYPE OF APPLICATION
Is this application for:
(a) Outline Planning Permission ☐/NO
(b) Full Planning Permission ☑/☐
(c) Approval of Reserved matters ☐/NO
(d) Renewal of Temporary permission ☐/NO

Previous applications, their date and outcome

6. PARTICULARS OF PRESENT AND PREVIOUS USE OF BUILDINGS OR LAND
State:
(a) Present use of buildings/land ..GYPSY..SITE ...

(b) If vacant, the last previous use and date when last used, if known
N/A

7. BUILDINGS
If the application relates to the erection, alteration or extension of building(s) state materials to be used for the erection of the building
(a) Roof (type of tiles or covering)
   material ROOF TILES
   colour TO MATCH EXISTING
(b) External Walls (type of facing)
   material FACING BRICKWORK
   colour T.O MATCH EXISTING

8. ADDITIONAL INFORMATION
(a) How is it proposed to dispose of:
   (i) Surface water TO EXISTING MAIN DRAINAGE
   (ii) Foul sewage TO EXISTING MAIN DRAINAGE
(b) State number of trees to be felled to enable the development to take place NIL
IMPORTANT NOTE: BOTH QUESTION 1 AND ONE ALTERNATIVE OF QUESTION 2, ON THE
APPROPRIATE CERTIFICATE, MUST BE COMPLETED.

Town and Country Planning Act 1971 — Certificate under section 27

Certificate A*

I hereby certify that:

1. No person other than the applicant was an owner (a) of any part of the land to which the application relates at the beginning of the period of 20 days before the date of the accompanying application;

Or: —

2. None of the land to which the application relates constitutes or forms part of an agricultural holding;

I have given the requisite notice to every person other than myself who, 20 days before the date of the application, was a tenant of any agricultural holding any part of which was comprised in the land to which the application relates, viz: —

Name of tenant (s) Address Date of service of notice

Signed

*On behalf of POLICY & RESOURCES COMMITTEE

Date

A J Schrier FRICS
Director of Land and Buildings

*Delete where inappropriate

(a) "Owner" means a person having a freehold interest or a leasehold interest the unexpired term of which was not less than 7 years.

(e) If you are the sole agricultural tenant, enter "None".

Certificate B*

I hereby certify that:

1. I have given the requisite notice to all the persons other than myself who, 20 days before the date of the accompanying application, were owners (a) of any part of the land to which the application relates, viz: —

Name of owner Address Date of service of notice

*2. None of the land to which the application relates constitutes or forms part of an agricultural holding;

Or: —

I have given the requisite notice to every person other than myself who, 20 days before the date of the application, was a tenant of any agricultural holding any part of which was comprised in the land to which the application relates, viz: —

Name of tenant (s) Address Date of service of notice

Signed

*On behalf of Date

*Delete where inappropriate

(a) "Owner" means a person having a freehold interest or a leasehold interest the unexpired term of which was not less than 7 years.

(e) If you are the sole agricultural tenant, enter "None".
IRCHESTER GYPSY SITE: ADDITIONAL PITCHES

At the last meeting of the Gypsy Working Party approval was obtained to the preparation of a scheme to provide two additional pitches at the Irchester Gypsy Site. The Director of Land and Buildings has inspected the site and considers Wellingborough’s proposal to be feasible and is now proceeding to prepare an outline sketch plan for the next meeting of the Working Party on 20th May.

One matter that requires resolution is whether a planning application will be necessary. The areas to be used for the additional pitches are marked A and B on the attached plan. Can you please advise me whether it will be necessary to apply for planning permission for the proposed development.

c.c. Mr C Roberts - Land and Buildings
<table>
<thead>
<tr>
<th>PROPERTY REF NO</th>
<th>WD199/087</th>
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<tbody>
<tr>
<td>PROPERTY DETAILS</td>
<td></td>
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<tr>
<td>PROPERTY</td>
<td>GYPSY SITE</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>ADJOINING COUNTRY PARK</td>
</tr>
<tr>
<td>PARISH</td>
<td>IRCHESTER</td>
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<tr>
<td>VENDORS</td>
<td>BRITISH STEEL CORPORATION</td>
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<td>ELECTRIC DIVISION</td>
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<td>CONV. DATE</td>
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<td>DATED WAYLEAVES</td>
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<td>REMARKS</td>
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<td>ACTION</td>
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<td>DESC GYPSY SITE</td>
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<td>USE SEE DESCRIPTION</td>
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<td>ACT AREA</td>
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<td>OS MAP 0S39-11 0S39-15</td>
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<td>COVENANTS/ENCUMBERANCES</td>
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<td>INSURANCE</td>
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<td>WAYLEAVES SEE DOCS</td>
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<tr>
<td>RIGHTS OF WAY SEE DEEDS</td>
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HAVE THERE BEEN APP/SALES OFF NO REMARKS SEE COVS.WD199 & CORR./1&2
LAST UPDATED 08.04.1986 LANDLORD DETAILS LETTINGS

Managed by the Gypsy Council
Via an Agreement see letter 29.1.87

Managed by Wilson Counil
Application No. BW/84/

Subject. Additional Residential plots, Gypsy Caravan site, Irchester.

Northamptonshire
Planning & Transportation Committee Meeting
Agendum No. 5h(ii)
Date. May 1984
MEMORANDUM

FROM: The Clerk of the County Council, County Hall, Northampton.

TO: The County Valuer and Land Agent

Your Ref.: WR.77/2/PDC/CD
Our Ref.: DO/JIM/56


Irchester Gipsy Site - Drainage Easement
28 London Road, Little Irchester.

With reference to your memorandum of 12th December, 1972 this matter has now been completed by a Deed of Easement dated the 19th March, 1973 and I enclose a copy for your information together with a terrier slip.

OMJ.

O. MEIRIG JONES
County Hall
Northampton.
(2) The provisions shown shaded blue on the said plan
and marked in the passing of domestic sewage at all times from
re-connect the existing private sewer into the said sewer pipe
(1) To alter and re-connect the existing domestic drains and to

prepare Plantation House, Redbridge
16th August 1945

Nature of Document
Date

The Schedule

affixed hereunder common seals the day and year first before written

in Witness whereof the Grantors and the Grantees have hereunto

does not form part of a larger transaction or a series of transactions

4. It is hereby certified that the transaction hereby effected

in the schedule hereto are hereby undertaken with the consent of
the production of and the delivery of copies of the documents executed

2. The Grantors hereby acknowledge the right of the Grantees to

the said custody of the same
(p) To rescind the toposol and lift anchor the line of the sewer

(2) To provide as necessary the two existing manholes in the Garden

the provisions shown shaded blue on the said plan
and marked in the passing of domestic sewage at all times from
re-connect the existing private sewer into the said sewer pipe

1. To hold all the said rights and liabilities heretofore granted to the

up the said piece of land shown shaded blue on the said plan

THE COMMON SEAL OF WELTENBURG

James Pain Limited (1)

PARTIES

CONTRACT
NORTHAMPTONSHIRE COUNTY COUNCIL

NOTICE OF AUTHORISATION OF DEVELOPMENT

To: The County Planning Officer
   Northamptonshire County Council
   Northampton House
   Northampton

I HEREBY GIVE NOTICE that in accordance with the authority delegated to me and for the purposes of paragraph 4(5) of the Town and Country Planning General Regulations 1976, I authorise the carrying out of the development described in Schedule 1 below on the land described in Schedule 2 below subject to the conditions (if any) specified in Schedule 3 below.

Signed ..................................................  
   (Chief Officer)

Date 19th June, 1984  
   (Ref: GS3958/DJR/VC)

SCHEDULE 1  
(description of development authorised)

Provision of 8 additional residential pitches and conversion of schoolroom/meeting room to dwelling unit.

SCHEDULE 2  
(description of land on which development to be carried out)

Irchester Gypsy Caravan Site, Gypsy Lane, Irchester

SCHEDULE 3  
(conditions subject to which development is authorised)

1. Development must be begun within 5 years from 1st June, 1984.

2. Existing gaps in the hedgerow along the western boundary of the site shall be filled with new planting which shall be carried out concurrently with the development to the satisfaction of the County Planning Authority.
NORTHAMPTONSHIRE COUNTY COUNCIL

NOTICE OF AUTHORISATION OF DEVELOPMENT

To: The Director of Planning & Transportation
Northamptonshire County Council
Northampton House
Northampton

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Signed .................................................................
(Chief Officer)

Date 30th October, 1991 ..........

SCHEDULE 1

description of development authorised)

Provision of two additional units, Irchester Gypsy Site, Irchester

SCHEDULE 2

description of land on which development to be carried out)

Land at Irchester Gypsy Site, Irchester

SCHEDULE 3

(conditions subject to which development is authorised)

1. The development must be begun within five years from the 31st October, 1991.

2. The existing fence adjoining the additional units and the boundary with the Irchester Country Park shall be reinstated and repaired as may be necessary concurrently with the development to the satisfaction of the County Planning Authority.
TO: Director of Finance & Administration on behalf of the County Policy and Resource Committee.

Provision of two additional units, Irchester Gypsy Site, Irchester

The above proposed development is approved on behalf of the Planning and Transportation Committee subject to the following conditions:

1. The development must be begun within FIVE YEARS from the 31st October 1991.

2. The existing fence adjoining the additional units and the boundary with the Irchester Country Park shall be reinstated and repaired as may be necessary concurrently with the development to the satisfaction of the County Planning Authority.

* Delete where inappropriate
The following observations have been received and are to be taken into account before the making of any formal resolution:-

**DISTRICT PLANNING AUTHORITY:**

| Borough of Wellingborough | No Objection |

**PARISH OR COMMUNITY COUNCIL, and other interested parties consulted**

| Irchester Parish Council | Object most strongly. Consider the two additional plots would increase the existing problems on the site. Site supervision should also be provided. |

Particulars received of any representations objecting to the proposal:

NONE

Particulars of any direction by the Secretary of State restricting the granting of permission under Article 10, T & C P, GDO, 1977 which affects the proposal:

NONE

Particulars of any directions or observations by the Regional Controller (R & T) where development affects a Trunk Road:

N/A

**HIGHWAY AUTHORITY:**

N/A

Under Regulation 4(4) of the Town and Country Planning General Regulations, 1976 planning permission shall be deemed to be granted in respect of the proposed development on the date that the Council or the appropriate Committee or an Officer exercising delegated powers authorises the carrying out of the development.

Please inform the undersigned when the proposal has been authorised pursuant to Regulations 4(4) of the Town and Country Planning General Regulations, 1976.

Date 29th October 1991

Signed ..................................................

Director of Planning and Transportation
CERTIFICATE OF APPROPRIATION

I CERTIFY that the Director of Land and Buildings [by powers delegated to him by the County Council under a Scheme of Delegation made 16 May 1991] has authorised the appropriation of the property detailed in the Schedule below from the Environment Committee to the Committee.

SCHEDULE

PROPERTY DETAILS

Land at Gypsy Lane, Irchester containing 1.3370 hectares and known as Irchester Gypsy Site

Signed..................................

County Solicitor
[The Officer appointed for this purpose]

Dated 18/5/98

File Ref WD520
Acq No : FW0520001
Site: W0520 - IRCHESTER GYPSY SITE

Plan Code : NCC
Owning Committee: POLICY
Vendors Org Ref : VENDOR

Comments : LAND AT GYPSY LANE IRCHESTER CONTAINING 1.3370 HECTARES
AND KNOWN AS IRCHESTER GYPSY SITE
APPROPRIATED FROM ENVIRONMENT COMMITTEE

Conveyance Date : 18-may-1998
L & B File Ref : WD0520
Legal Reference :
Deed Pkt No : 2702
Parcel Area ha: 1.3370
Price : 0.00

Doc Type: LETTER
InitStat: GYPSY SITE
LC Title:
Vdr Name: ENVIRONMENT COMMITTEE
Address :
P/Code :
Tel :

*** END OF REPORT ***