

SCDC Legal Ref No: **PLASEC.1470**
SCDC Planning Ref No: **S/2239/13/FL**

DATED 9th April 2015

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL (1)

and

WATERBEACH INSTRUMENTS LIMITED (2)

and

CAMBRIDGESHIRE COUNTY COUNCIL

PLANNING OBLIGATION AGREEMENT

Section 106 Town and Country Planning Act 1990 (as amended)

**Development on land to the north of Deal Grove, Babraham Road, Sawston,
Cambridgeshire CB22**

**Legal Office
South Cambridgeshire District Council
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridgeshire
CB23 6EA**

THIS DEED OF AGREEMENT is made the *Ninth* day of *April* 2015

BETWEEN:-

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridgeshire, CB23 6EA ("the Council");
and
- (2) **WATERBEACH INSTRUMENTS LIMITED** (Company Registration Number: 02223847) whose registered office is situate at 48 Common Lane, Sawston, Cambridgeshire CB22 3HW ("the Owner").
and
- (3) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge Cambridgeshire CB3 0AP ("County Council")

WHEREAS:-

- (1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Property is situated
- (2) The Owner is the owner with title absolute of the Property free from encumbrances that would prevent it from entering into this deed
- (3) The County Council is the local highway authority for the purposes of the Highways Act 1980 for the area in which the Development is situated.
- (4) For the purposes of Section 106 of the 1990 Act:
 - (a) the obligations on the part of the Owner hereinafter contained in Clause 5 and the Second Schedule are planning obligations ("the Obligations")
 - (b) the land the subject of the Obligations is the Property
 - (c) the Council is the local planning authority by whom the Obligations are enforceable as hereinafter provided
- (5) The Application has been made to the Council for planning permission for development of the Property
- (6) The Council is satisfied that the Development is such as may be approved by the Council under the 1990 Act subject to prior completion of this Agreement

NOW THIS DEED WITNESSES as follows:-

1. This Agreement is made in pursuance of Section 106 of the 1990 Act
2. This Agreement shall be a local land charge and shall be registered as such
3. This Agreement shall take effect at the date hereof except that Clause 5 and the Second Schedule shall take effect only upon the Commencement of Development
4. The Owner shall not be liable for a breach of the Obligations or other covenants on the part of the Owner herein contained in respect of any period during which it no longer has an interest in that part of the Property on which the said breach occurs but, subject thereto, the Obligations and covenants shall be enforceable by the

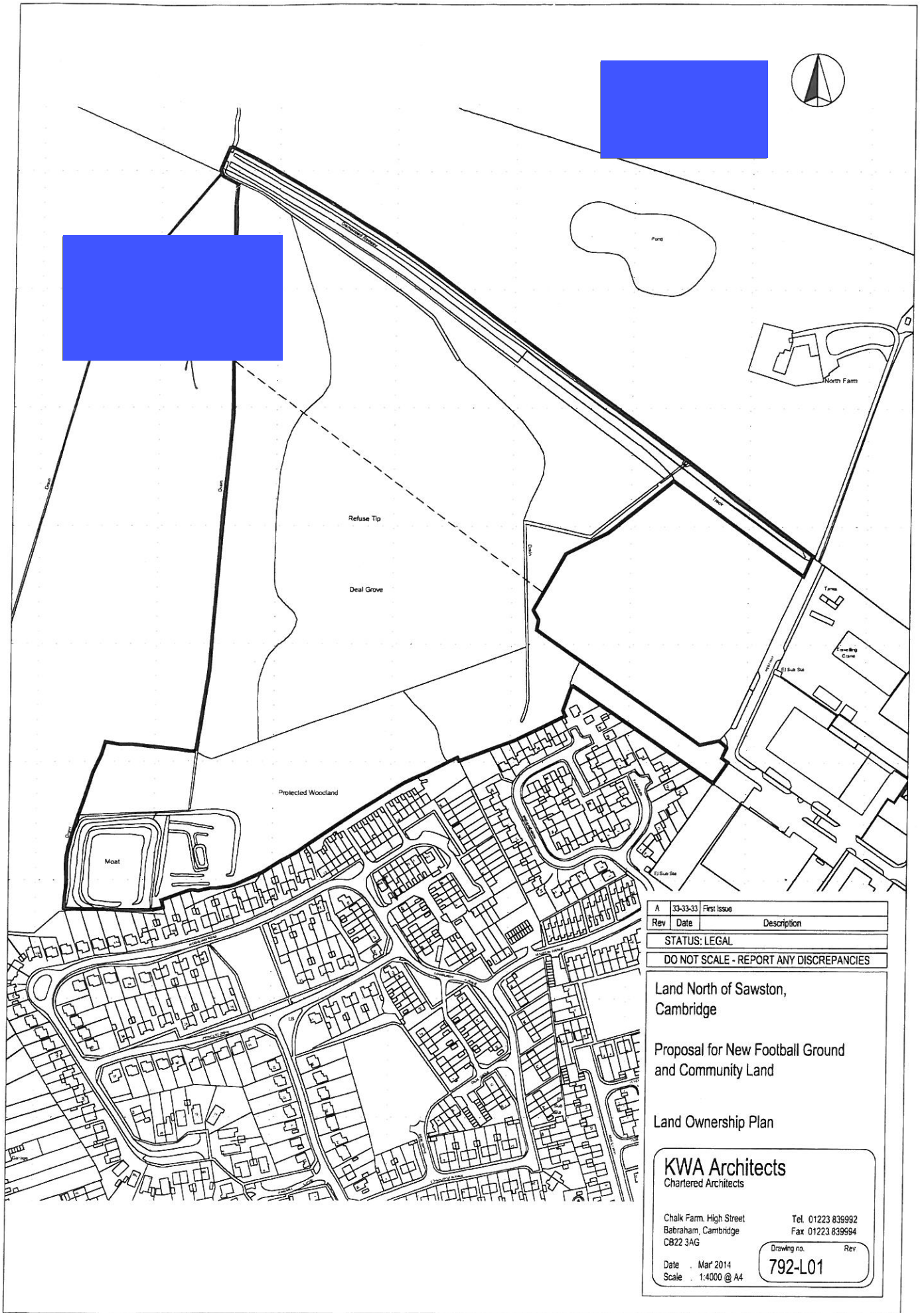
Council and the County Council against the Owner and any person deriving title from it other than as aforesaid

5. The Owner hereby covenants with the Council and the County Council that it shall observe and perform (and that the Property shall be subject to) the Obligations
6. The Owner agrees on or before completion of this Agreement to pay the Council's reasonable costs in connection with the preparation, completion and registration of this Agreement.
7. The expressions "the Council", "the County Council" and "the Owner" shall include their respective successors in function and title (or both) as the case may apply
8. A person includes a natural person, corporate or incorporated body (whether or not having separate legal personality)
9. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
10. Unless the context otherwise requires, words in the singular includes the plural and in the plural shall include the singular
11. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
12. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to the deed to extent that it would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any party
13. A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
14. The following expressions shall have the meanings hereby respectively assigned to them:-

"the 1990 Act"	the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
"the Application"	the application for full planning permission validated by the Council on 04 November 2013 and allocated reference number S/2239/13/FL
"the Commencement of the Development"	has the meaning provided at Section 56(4) of the 1990 Act

“the Development”	shall mean the proposed development described in the Application and associated documentation;
“Football Season”	shall mean the period of the beginning of September to the last day of August in any preceding year
“Index-Linked”	All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation
“Monitoring Contribution”	shall mean a contribution towards the costs incurred by the Council in monitoring compliance with the Obligations being the sum of FIVE HUNDRED POUNDS (£500.00)

15. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
16. The sums referred to and payable under the obligations contained in the Second Schedule shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in the Second Schedule divided by the Index figure last published prior to the date of this Deed multiplied by the Index figure last published before the due date for payment or (or at the option of the Council) the figure for the Index as last forecast by the Royal Institution of Chartered Surveyors to be in force at the due date for payment
17. This Deed is a Local Land Charge and shall be registered as such.
18. If any dispute difference or question shall at any time arise between the parties hereto in respect of the construction of this Deed or respecting anything herein contained or arising out of or in connection with this Deed (except where such matter is one in respect of which a right of appeal to the Secretary of State is expressly provided) the same shall be referred to and decided by an Expert (who has the relevant experience and qualifications for the matter in dispute) to be appointed by agreement between the parties to the dispute or (failing agreement) by the President for the time being of the Law Society and the Expert shall act as an expert not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be at his discretion (or in the absence of any direction as to costs his costs shall be borne equally between the parties to the



A	33-33-33	First Issue
Rev	Date	Description
STATUS: LEGAL		
DO NOT SCALE - REPORT ANY DISCREPANCIES		

Land North of Sawston,
Cambridge

Proposal for New Football Ground
and Community Land

Land Ownership Plan

KWA Architects
Chartered Architects

Chalk Farm, High Street
Babraham, Cambridge
CB22 3AG

Tel. 01223 839982
Fax 01223 839984

Date . Mar 2014
Scale . 1:4000 @ A4

Drawing no. Rev
792-L01

dispute and the parties shall bear their own costs) The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight days from the date of his appointment to act. The Expert shall be required to give notice to each party to the dispute inviting each to submit to him within ten working days written submissions and supporting material and shall afford each party to the dispute an opportunity to make counter submissions within a further five working days in respect of any such submission and material.

19. This Deed is governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS whereof the parties hereto have executed this as their Deed the day and year first before written

FIRST SCHEDULE: The Property

ALL THAT land and property situate and being part of land lying to the west of West Way, Sawston, Cambridgeshire as is comprised within the registers of Title Number CB148032 and shown edged with a bold black line on the plan annexed

SECOND SCHEDULE: The Obligations

The Owner covenants with the Council and the County Council respectively that:

- (1) it shall not cause, allow or permit the Commencement of the Development until it shall have paid or caused to be paid to the Council the Monitoring Contribution
- (2) Within a period of ten (10) years from the date the Development is brought into use the Owner shall at the end of each Football Season provide the County Council with a record showing the schedule of attendance levels for each football match played at the Development as well as a schedule of attendance levels at all other promotional events held at the development during the Football Season
- (3) in the event that any approved housing or other developments in the area have
(1) not during the period specified in clause 2 above necessitated any upgrade of the Babraham Road/Cambridge Road signalled junction and (2) attendances at events at the Development have exceeded 1000 people on 5 or more occasions

during the previous football season as shown on the information to be provided pursuant to clause (2) above then the Owner shall undertake forthwith (and at its sole cost) traffic surveys the nature and form and timing of which shall be agreed in advance and in writing with the County Council

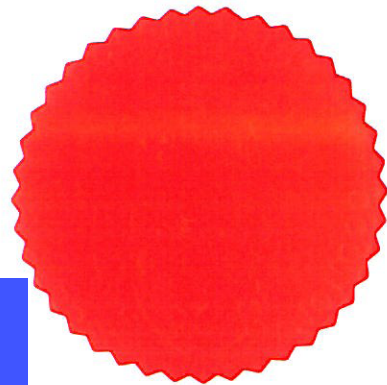
(4) In the event that the surveys required at clause (3) above indicate that traffic flows through the junction during for the periods before and after an event at the development exceed those observed during the morning and evening weekday peak hours then the Owner shall pay the County Council the sum of £110,000 index-linked to be used towards the implementation of works to improve the capacity and or operation of the Babraham Road Cambridge Road junction

(5) that it shall not impose charges for car parking at the Development.



The COMMON SEAL of SOUTH
CAMBRIDGESHIRE DISTRICT COUNCIL)
was hereunto affixed in the presence of:-)



Chief Executive



L04631

<p>The Common Seal of CAMBRIDGESHIRE COUNTY COUNCIL was hereunto affixed in the presence of:</p>	
	
<p>Authorised Signatory</p>	<p>Solicitor</p>

352/15

Executed as a Deed by
WATERBEACH INSTRUMENTS LIMITED
acting by a director and its secretary
or two directors


.....
Director


.....
Director/Secretary