

DATED

18 July

2014

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN & COUNTRY
PLANNING ACT 1990 RELATING TO LAND AT COWLEY ROAD AND
NUTTFIELD ROAD CHESTERTON CAMBRIDGE**

Nuffield

Between

CAMBRIDGESHIRE COUNTY COUNCIL

and

CAMBRIDGE CITY COUNCIL

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

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THIS DEED is dated 18th July 2014

- (1) CAMBRIDGESHIRE COUNTY COUNCIL of Shire hall Castle Hill Cambridge Cambridgeshire CB3 0AP ("**County Council**")
- (2) CAMBRIDGE CITY COUNCIL of The Guildhall, Market Square, Cambridge CB2 3QJ ("**City Council**")
- (3) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall Camborne Business Park Camborne Cambridgeshire CB23 6EA ("**District Council**")

BACKGROUND

- (A) The Planning Application has been made to authorise the construction and use of the Development pursuant to the Planning Permission upon the Property
- (B) The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act
- (C) The Councils are the local planning authorities for the area (including the cross border Development at the Property located within the City Council's and the District Council's administrative areas)
- (D) The County Council is the local highway authority for the purposes of the Highways Act 1980 for the area in which the Property is situated.
- (E) The County Council owns that part of the Property contained in title number CB351342 and The City Council owns that part of the Property contained in title numbers CB290220, CB107910, CB290241, CB288631, CB114792 and CB287925 and other parts of the Property are unregistered.
- (F) The Councils established the Joint Development Control Committee: Cambridge Fringes to determine applications for the area in which the Property is located.
- (G) The Councils are satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, that they are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (H) The Councils consider that the highway and transport improvement works will be of benefit to the public.
- (I) The County Council has made the Planning Application under Regulation 3 Town and Country Planning General Regulations 1992 on 28 June 2013 and is proposing to carry out the Development.

- (J) The Planning Application was resolved to be approved by the Joint Development Control Committee: Cambridge Fringes on 18th December 2013 subject to satisfactory completion of this Deed.
- (K) The District Council has agreed to enter into this Deed in order to enforce the planning obligations contained in this Deed during such time that it is the Enforcing Authority.
- (L) The parties are prepared to enter into this Deed on the terms and conditions set out below.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:

1990 Act means the Town and Country Planning Act 1990 (as amended)

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

Commenced and **Commences** shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Councils means together the City Council, the District Council and the County Council

Cowley Road/Milton Road Works: means those works to be undertaken by the County Council to provide highway improvement works to the southbound road markings at the northern Cowley Road/Milton Road junction which is shown edged blue on Plan 2 to comprise lane redesignation with on street parking to be controlled through traffic regulation orders located along the entire length of Cowley Road

Development: the development of the Property described in the Planning Application.

Enforcing Authority: shall mean for the purposes of enforcing the Obligations the District Council for so long as the County Council are owners of any part of the Property and after the County Council cease to be owners of all parts of the Property that it owns as at the date of this Agreement then the County Council shall be the Enforcing Authority

Guided Busway: means the public transport scheme which forms part of the transport corridor consisting of road improvements, bus lanes and bus priority

measures, of which 16 miles (25 km) is dedicated for the use of the Guided Busway. The Guided Busway connects the population centres of Cambridge, Huntingdon and St Ives in Cambridgeshire

Joint Development Control Committee: means the Committee formed by resolutions of the Councils pursuant to section 101(5) Local Government Act 1972 or a, set up to determine planning applications and related development control matters within North West Cambridge, Cambridge Southern Fringe, Cambridge East, and Cambridge Fringe East and comprising member representatives from the City Council, the District Council and the County Council

Obligations: means those obligations contained in clause 3 and in the First Schedule

Off-Site Biodiversity Mitigation Measures: means measures to mitigate ecological impacts of the Development to be undertaken on nearby land to be developed as part of the Guided Busway and which shall be subject to the discharge of Condition 4 of the Cambridgeshire Guided Busway Order 2005 Work No 12 as shown on Plan 5

Plans: Plan 1, Plan 2, Plan 3, Plan 4 and Plan 5 attached to this Agreement

Property: the freehold land and buildings at Cowley Road, land and buildings on the north east and south east side of Nuffield Road, land lying to the north east of Cam Causeway and land lying to the north of Long Reach Road Cambridge shown edged red on the Plan 4 being part of the land registered at HM Land Registry with absolute title under title numbers CB351342, CB290220, CB107910, CB290241, CB288631, CB114792 and CB287925 and part of which is unregistered

Planning Application: an application for planning permission for the Cambridge Science Park Station Interchange comprising a new railway station and car park together with an interchange facility providing access onto the wider public transport network (bus, cycle and pedestrian links). Linkages into the existing Guided Busway network by a new bus route within the site to connect to a longer section of the Guided Busway to its junction with Milton Road. Associated landscaping and public realm works which is registered by the County Council on 28th June 2013 under reference numbers C/05001/13/CC and S/1497/13/CM.

Planning Permission: the planning permission to be granted by the Councils in respect of the Planning Application.

Bramblefield Biodiversity Enhancement; the biodiversity ecological management plan to be prepared by the City Council within 6 months of the date of this agreement for the areas edged blue on Plan 3

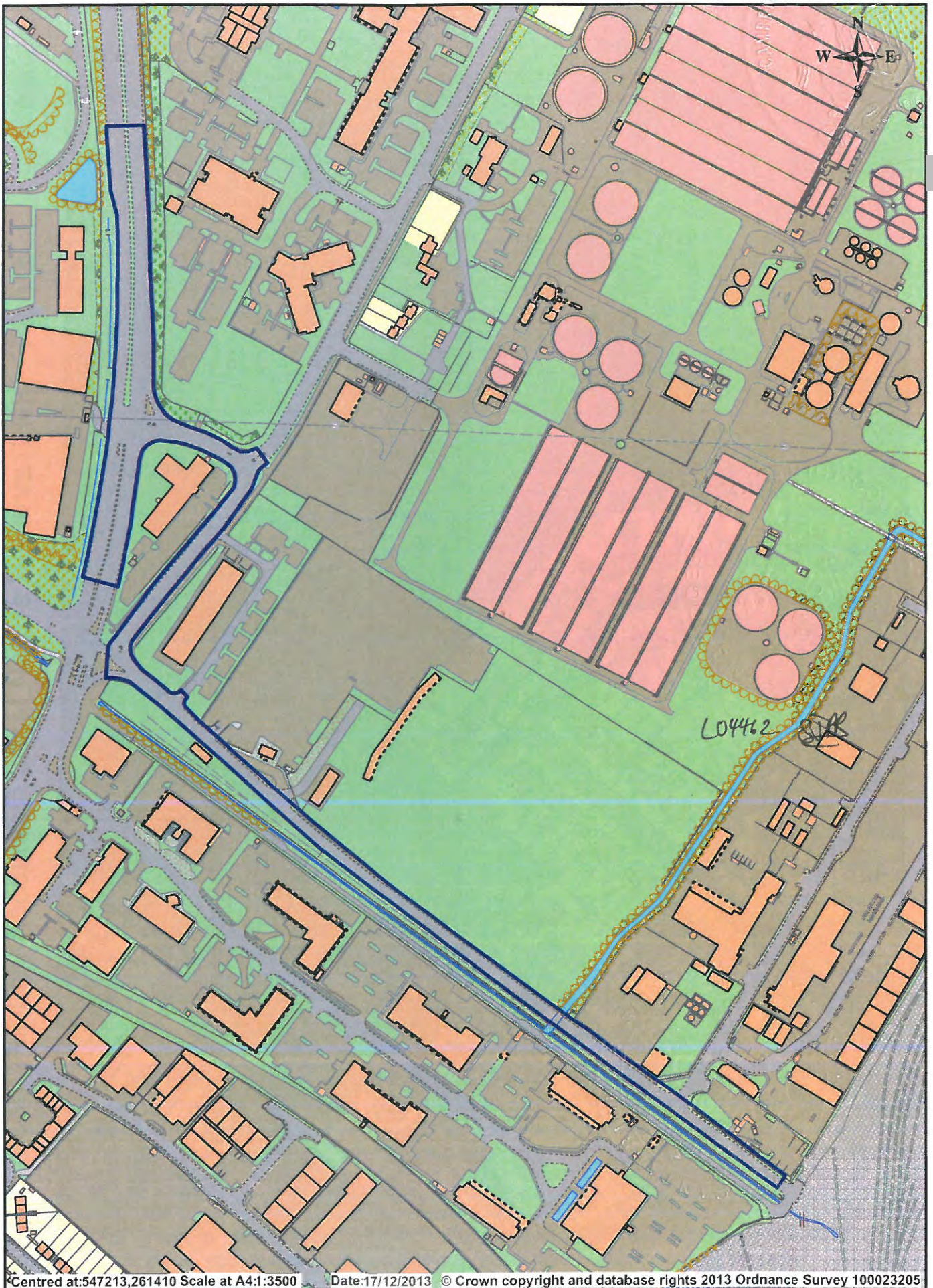
Working Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 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 the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party].
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made [from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written does not include faxes or e-mail.
- 1.11 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.
- 1.12 References to clauses and plans are to the clauses and plans of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Cambridge Science Park Station Interchange - Plan 1



Milton Road / Cowley Road - Plan 2



Not at Present Publicly Accessible Local Nature Reserve (LNR) - Plan 3



Scale (at A4): 1:2000

Centred at: 547376,260580

Date: 17/12/2013

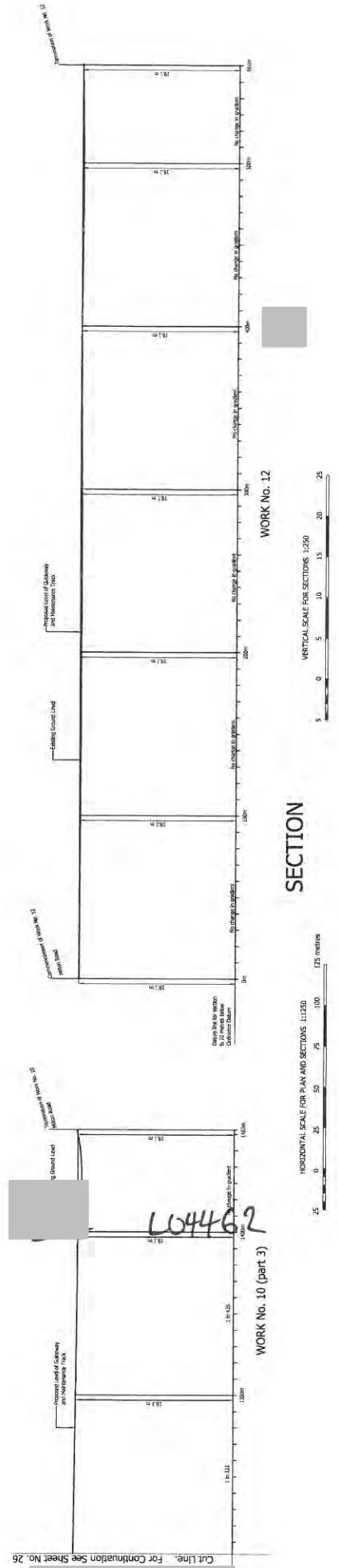
By: aa451

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PROJECT NO:	DISCIPLINE:	TYPE:	OFFICE:	UNIT NO:	ROOM:
5110967	A	L	00	P03	B

104462



AIMS AND OBJECTIVES OF LOCAL INFORMATION FORUMS

The main purpose of an Information Forum is to facilitate communication and understanding between interested parties. Set out below are the suggested Aims and Objectives for local information forums and some general points as to the operation of the local information forums.

1. OBJECTIVES OF THE LOCAL INFORMATION FORUM

To provide an informal forum to appraise representatives of interested parties of progress on site development.

- *To give local residents an opportunity to discuss any matters arising from the site operations.*
- *To enable any questions that they might have to be addressed by the operator and regulatory bodies.*

2. AIMS OF THE LOCAL INFORMATION FORUMS

- a. *Maintain liaison and rapport between the site operator, the County Council, local Councils and the local community.*
- b. *Develop lines of communication between the site operator, the County Council and local community in order that majority of issues and items of concern can be addressed directly and efficiently.*
- c. *Provide a forum for discussion and, where possible, a resolution of problems not achieved by b.*
- d. *Provide a means of communicating progress on the site, through site visits and discussion of regulatory bodies' monitoring of the site and the operators compliance with the approved scheme of operations as detailed in the planning permission(s) and where appropriate Waste Management Licence(s).*
- e. *Provide an opportunity to inform interested parties of any new proposals, or any submissions to amend or vary the approved scheme of operations.*
- f. *Provide a forum to discuss particular aspects of the operation and where appropriate invite participation by specialist bodies.*

3 GENERAL

- a. *Only matters relating directly to the Site and its environs shall be discussed.*

- b. *A Chairperson and Secretary shall be appointed at the first meeting of the Forum. Professional representatives of regulatory bodies **cannot** be considered for the Chairmanship of the Forum.*
- c. *Minutes shall be kept by the Secretary and subsequently approved by the Forum. Minutes and Agenda to be circulated at least 1 week before next meeting.*
- d. *The Forum is not empowered to take executive decisions or vote on any item*
- e. *Forums are normally convened at quarterly intervals but this can be varied by agreement at the Forum meeting.*
- f. *A local venue for the meeting is arranged*
- g. *Meetings are usually held in the early evening as convenient for Forum members*

- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 and the First Schedule of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the County Council with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the District Council in accordance with section 106 of the TCPA 1990 (or by the County Council once it no longer holds a freehold interest in the Property).

3. COVENANTS WITH THE ENFORCING AUTHORITY

The County Council covenants with the Enforcing Authority:

- (a) to perform the Obligations contained in First Schedule

4. WAIVER

No waiver (whether expressed or implied) by the Enforcing Authority of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Enforcing Authority from enforcing any of the relevant terms and conditions or for acting upon any subsequent breach or default

5. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION OF DEED

This Deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the County Council;
or
- (c) is quashed following a successful legal challenge.

7. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council.

8. OWNERSHIP

The County Council and the City Council warrant that no person other than the County Council and the City Council have any legal or equitable interest in the Property except for those parts of the Property which is unregistered.

9. CHANGE IN OWNERSHIP

The County Council and the City Council each agree to give the Enforcing Authority written notice forthwith of any change in ownership of their respective interests in the Property occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property or unit of occupation purchased by reference to a plan

10. NOTICES

10.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) County Council: Head of Growth and Economy Shire Hall Castle Hill
Cambridge Cambridgeshire CB3 0AP
- (b) City Council: The Section 106 Monitoring Officer The Guildhall,
Market Square, Cambridge CB2 3QJ
- (c) District Council: Legal and Democratic Services Manager South
Cambridgeshire Hall, Cambourne Business Park Camborne
Cambridgeshire CB23 6EA

or as otherwise specified by the relevant person by notice in writing to each other person.

10.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11. THIRD PARTY RIGHTS

No person other than a party to this Deed, and their respective successors and permitted assigns, and the District Council and the successors to its respective statutory functions shall have any rights to enforce any term of this deed.

12. SEVERANCE

12.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

12.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, [the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. COSTS

The County Council agrees to pay to the District Council's and City Council's reasonable costs in connection with the preparation and completion of this Deed

The County Council agrees to pay to the District Council's reasonable costs of Eight Hundred Pounds (£800.00) in connection with the monitoring of the obligations contained in this Deed

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The **COMMON SEAL** of
SOUTH CAMBRIDGESHIRE
DISTRICT COUNCIL

was affixed in the presence of:-

for Chief Executive

The **COMMON SEAL** of
CAMBRIDGESHIRE
COUNTY COUNCIL

was affixed in the presence of:

Solicitor

The **COMMON SEAL** of
CAMBRIDGE CITY COUNCIL

was affixed in the presence of:

HEAD OF LEGAL SERVICES

FIRST SCHEDULE

The County Council covenants:

1. Not to commence the Development until it has produced or procured a baseline survey of incidence and distribution of on-street parking upon the adopted highway and/or as permissible on private roadway(s) in the locality of the Development as edged blue on Plan 1.
2. No later than 12 months from the date of the bringing into use of the Development to undertake or procure further surveys (the "Further Surveys") of the on-street parking in the locality of the Development as edged blue on Plan 1 and where the results of the Further Surveys show that measures are required to address impacts arising from on-street parking associated with the Development then the County Council will develop and publish a scheme of appropriate measures to control parking, which would be introduced in consultation with local residents and businesses and in accordance with the Cambridgeshire County Council On-street Parking Policy and which shall then be implemented by the County Council in so far as reasonably possible to accord with the published scheme.
3. Prior to the bringing into use of the Development to complete or procure completion of the Cowley Road/Milton Road Works in the area edged blue on Plan 2.
4. As soon as reasonably practicable having regard to all material circumstances and in any event no later than 5 years following the Commencement of Development to publish or procure publication of an option/feasibility study report into the possible construction of a cycle/footbridge bridge over the River Cam at Chesterton
5. To co-operate with the City Council as owners of Bramblefields Local Nature Reserve to deliver the Bramblefield Biodiversity Enhancement.
6. To undertake the Off-Site Biodiversity Mitigation Measures and thereafter to manage those enhancements for a period of 10 years
7. To submit to the City Council an annual report on the progress of the Off-Site Biodiversity Mitigation Measures which shall also include any recommendations for the future management.
8. Prior to Commencement of the Development to establish and provide a local liaison forum with stakeholders (the aims and objectives of which local liaison forum are as set out in Appendix 1 of this Deed) and to ensure that such local liaison forum holds regular meetings during construction and for a period of

up to 3 months following the completion of the works to complete the Development as a forum to communicate and discuss matters arising from the Development and its impact.