

DATED 10th January 2013

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL (1)

and

SEAN ANTONY BAKER and LOUISE ANNE BAKER (2)

**PLANNING
OBLIGATION
AGREEMENT**

s106 Town and Country Planning Act 1990 (as amended)

Development at Land to the southeast of 1, Mustills Lane, Over, Cambridgeshire

Payment in lieu of off-site Public Open Space provision (£3,104.38)

Payment in lieu of off-site Community Space provision (£513.04)

Payment in lieu of Household Waste Receptacle provision (£69.50)

Payment in respect of planning obligation monitoring (£50)

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

THIS DEED OF AGREEMENT is made the 10th day of January 2013
BETWEEN:-

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA (hereinafter called "the Council")
- (2) **SEAN ANTONY BAKER and LOUISE ANNE BAKER** of 9 James Wadsworth Close, Over, Cambridgeshire (hereinafter called "the Owners")

W H E R E A S :-


- (1) The Council is the local planning authority for the purposes of the Act for the area in which the site is situated
- (2) The Owners are the owners in fee simple of the land described in the First Schedule hereto ("the Property") free from incumbrances
- (3) For the purposes of Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") as amended by the Planning and Compensation Act 1991)
 - (a) the obligation on the part of the Owners hereinafter contained in Clause 5 and the Second Schedule hereto ("the Obligation") is a planning obligation
 - (b) the land the subject of the Obligation is the Property
 - (c) the Council is the local planning authority by whom the Obligation is enforceable as hereinafter provided
- (4) An Application registered on 19th November 2012 has been made to the Council for planning permission for development of the Property by the Owners which said Application has been allocated by the Council the reference number S/1771/12/FL (hereinafter called "the Application" which expression shall include any amendments thereto accepted by the Council and any renewals thereof)
- (5) The Council is satisfied that the proposed development disclosed by the Application ("the Development") is such as may be approved by the Council under the 1990 Act

NOW THIS DEED WITNESSETH 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 paragraphs (i) to (iii) inclusive of Schedule 2 shall take effect only upon the commencement of development in accordance with any planning permission granted in pursuance of the Application and 'commencement of development' for the purposes of this Agreement shall have the meaning in that behalf provided at Section 56 of the 1990 Act
4. The Owners shall not be liable for a breach of the Obligation or other covenants on the part of the Owners herein contained in respect of any period during which

they no longer have an interest in that part of the Property on which the said breach occurs but, subject thereto, the Obligation and covenants shall be enforceable by the Council against the Owners and any person deriving title from the Owners other than as aforesaid

5. The Owners hereby jointly and severally covenant with the Council that the Owners shall observe and perform (and that the Property shall be subject to) the Obligation specified in the Second Schedule hereto ("the Obligation")
6. The Owners agree to pay the Council's reasonable costs in connection with the preparation, completion and registration of this Agreement
7. The following expression shall have the meanings hereby respectively assigned to them:-
 - (a) "the Council" and "the Owners" shall include their respective successors in function and title (or both) as the case may dictate
 - (b) "the Public Open Space Contribution" shall mean a capital contribution towards the off-site provision and future maintenance of outdoor sports play space and informal open space infrastructure necessitated by the Development in accordance with Policy SF/10 of the Local Development Framework Development Control Policies Development Plan Document and being the sum of THREE THOUSAND ONE HUNDRED AND FOUR POUNDS THIRTY EIGHT PENCE (£3,104.38) as adjusted in accordance with movements in the Index from the date hereof until the date on which payment of it is actually made in pursuance of the Second Schedule hereto
 - (c) "the Community Space Contribution" shall mean a capital contribution towards the off-site provision of community facility space necessitated by the Development in accordance with Policy DP/4 of the Local Development Framework Development Control Policies Development Plan Document and being the sum of FIVE HUNDRED AND THIRTEEN POUNDS FOUR PENCE (£513.04) as adjusted in accordance with movements in the Index from the date hereof until the date on which payment of it is actually made in pursuance of the Second Schedule hereto
 - (d) "the Household Waste Receptacle Contribution" shall mean a capital contribution towards the provision of household waste receptacles necessitated by the Development in accordance with the RECAP Waste Management Design Guide as has been adopted by the Council and being the sum of SIXTY NINE POUNDS FIFTY PENCE (£69.50) as adjusted in accordance with movements in the Index from the date hereof until the date on which payment of it is actually made in pursuance of the Second Schedule hereto



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Over
Cambridge
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e. design@sonsbaker.co.uk

CLIENT: MR & MRS S. BAKER
PROJECT: MUSTILLS LANE
TITLE: SITE PLAN
SCALE: 1:500 @ A4
DATE: 13.02.2011
DRAWN BY: P.T.
CAD REF: 1M1L3A01
DWG NO: 1M1L3A01

DO NOT SCALE FROM THIS DRAWING. THIS DRAWING IS THE PROPERTY OF S. BAKER & SON. NO PART OF THIS DRAWING CAN BE MADE UNLESS AUTHORISED.

REV DESCRIPTION BY

S 1/1/12

LONGSTANTON ROAD

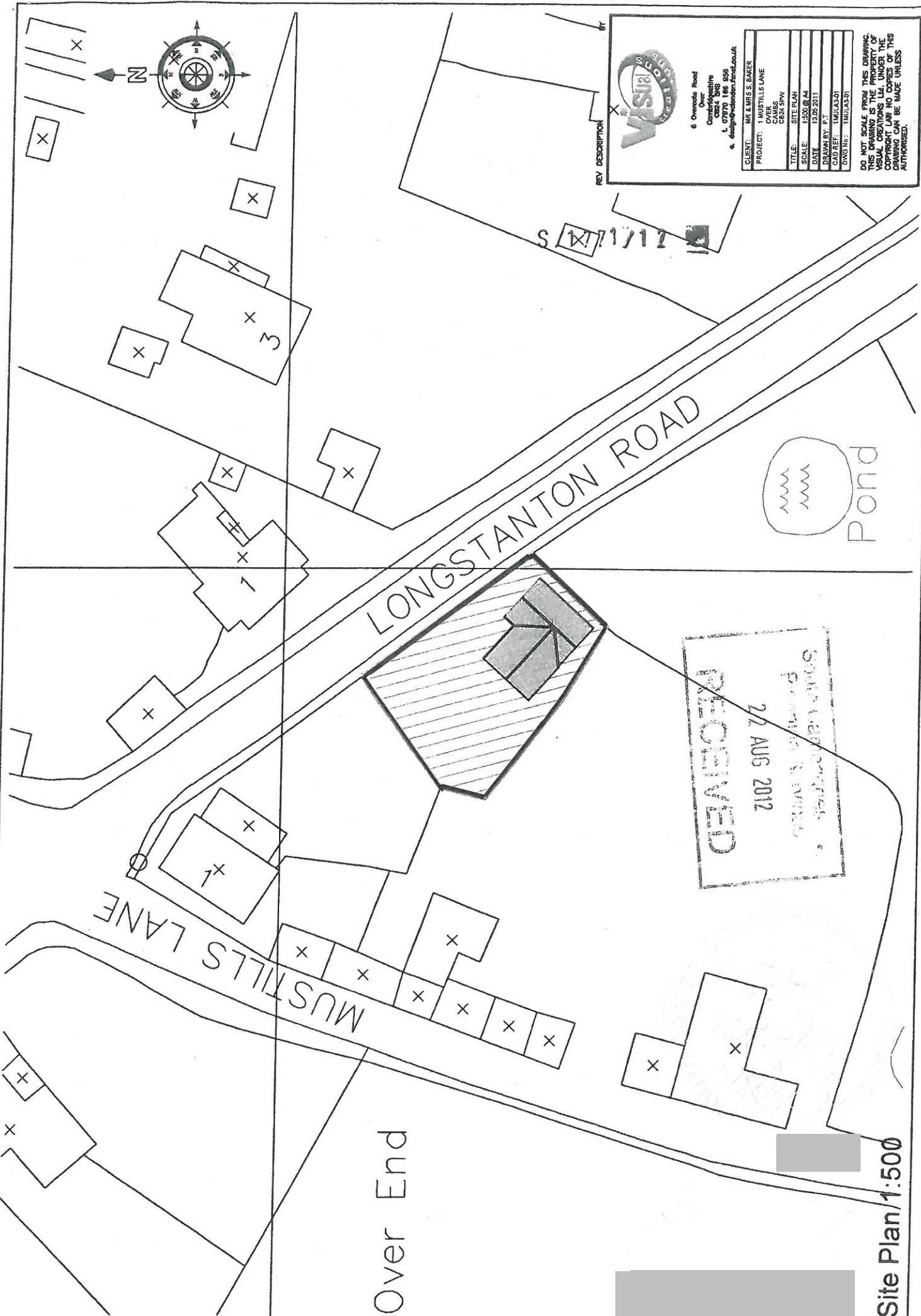
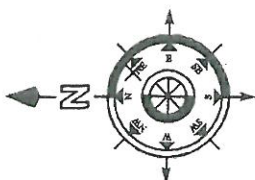
Pond

22 AUG 2012
 RECEIVED
 SOUTH LANCASHIRE
 COUNCIL

MUSTILLS LANE

Over End

Site Plan/1:500



- (e) "the Monitoring Contribution" shall mean a capital contribution towards the costs incurred by the Council in monitoring compliance with the Obligation being the sum of FIFTY POUNDS (£50.00) as adjusted in accordance with movements in the Index from the date hereof until the date on which payment of it is actually made in pursuance of the Second Schedule hereto
 - (f) "the Index" shall mean the All In Tender Price Index or the General Building Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation (whichever index shall show the greatest increase over the relevant period)
8. The provisions contained herein and set out in the Second Schedule hereto shall remain in full force notwithstanding that similar conditions attached to any planning permission relating to the Property shall or may be less onerous in their application or effect

IN WITNESS whereof every party hereto has executed this as their Deed the day and year first before written

FIRST SCHEDULE: The Property

ALL THAT Land to the southeast of 1, Mustills Lane, Over, Cambridgeshire as is comprised within the registers of Title Number CB225180 and shown edged with a bold black line on the plan annexed hereto

SECOND SCHEDULE: The Obligation

- (i) In lieu of providing outdoor sports play space and informal open space infrastructure and community space infrastructure within the Development the Owners shall not cause allow or permit beneficial occupation of any dwelling provided within the Development until they shall have paid or caused to be paid to the Council the Public Open Space Contribution and the Community Space Contribution
- (ii) In lieu of providing household waste receptacles within the Development the Owners shall not cause allow or permit beneficial occupation of any dwelling provided within the Development until they shall have paid or caused to be paid to the Council the Household Waste Receptacle Contribution
- (iii) The Owners shall not cause allow or permit commencement of the Development until they shall have paid or caused to be paid to the Council the Monitoring Contribution
- (iv) If the contributions in paragraph (i) to (iii) inclusive of this Schedule (or any of them) are not paid in full before the respective triggering events provided the

Owners shall pay in addition to the contribution or contributions concerned interest on any unpaid amounts at a rate of 4% per annum above the then applicable HSBC Bank PLC base lending rate on a daily basis from the due date until such contributions are paid in full

THIRD SCHEDULE: The Council's Covenants

1. The Council hereby covenants with the Owners that if it has not applied or made arrangements for the application of all or any part of the contributions now secured within ten years from the date of receipt of the same in accordance with this Deed (time being of the essence thereof) then the contribution concerned or unexpended proportion thereof (as the case may be) shall become repayable on demand to the Owners with interest accrued from the said date of receipt at the applicable HSBC Bank PLC base lending rate for the relevant period on a daily basis until such sum is paid in full PROVIDED ALWAYS that if before the expiry of the said ten year period there is any contract or contracts in existence to which the said contribution is attributable in the absolute discretion of the Council which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Owners shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts
2. The Council hereby further covenants with the Owners that it shall if requested by the Owners produce to the Owners within 28 days of such request a statement of account as to how the contributions secured by this Deed or any part thereof shall have been applied

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


Chief Executive



L03693

SIGNED as a DEED by SEAN ANTONY BAKER)
in the presence of:-)



Witness Signature: X



Witness Name: (Block Capitals)

H-F. LEAVER

Witness Address:

OAK LODGE, MANOR LANE

HEMINGFORD ABBOTS, HUNTINGDON

PE28 9AJ.

SIGNED as a DEED by LOUISE ANNE BAKER)
in the presence of:-)



Witness Signature:



Witness Name: (Block Capitals)

H-F. LEAVER

Witness Address:

OAK LODGE, MANOR LANE

HEMINGFORD ABBOTS, HUNTINGDON

PE28 9AJ.