

# MELBOURN PARISH COUNCIL – PLANNING COMMITTEE

(District of South Cambridgeshire)

**A meeting of this Committee was held in the Austen Room, The Community Hub, 30 High Street, Melbourn, SG8 6DZ on Monday, 26 September 2022 at 9.45pm**

*Members of the public are reminded that copies of reports and supporting documentation for agenda items can be obtained from the Parish Council website, <http://melbournparishcouncil.co.uk> or on request to the Clerk*

**Present:** Cllrs Kilmurray (Chair), Alexander, Barnes, Clark, Hart

**Absent:**

**In attendance:** Claire Littlewood – Parish Clerk, District Cllr Hales

## **PL035/22 To receive and approve apologies for absence**

Apologies received from Cllrs Barley and Wilson with acceptance reasons provided.

It was RESOLVED to approve the apologies for absence for Cllrs Barley and Wilson.

Proposed by Cllr Clark, seconded by Cllr Barnes. All in favour.

## **PL036/22 To receive any Declarations of Interest and Dispensations**

- a) To receive declarations of interest from councillors on items on the agenda
- b) To receive written requests for dispensations for disclosable pecuniary interests (if any)
- c) To grant any requests for dispensation as appropriate

None received.

## **PL037/22 To approve the minutes of the Planning Committee Meeting on 8 August 2022**

It was RESOLVED to approve the minutes of the Planning Committee meeting held on 8 August 2022 as an accurate record.

Proposed by Cllr Hart, seconded by Cllr Clark. All in favour.

## **PL038/22 To report back on the minutes of the Planning Committee Meetings on 8 August 2022**

PL030/22b) Comments collated and submitted

PL030/22c) Planning Officer indicated that applicant had withdrawn application and would submit a new application to reflect the actual development that has taken place on site.

## **PL039/22 Public Participation: (For up to 15 minutes members of the public may contribute their views and comments and questions to the Planning Committee – 3 minutes per item)**

There were no members of the public in attendance.

## **PL040/22 Decision Notices: To receive any Decision notices issued since last meeting.**

- a) [22/02792/HFUL](#) Proposal: Internal reconfiguration work, changes to the doors and windows on the external walls. Installation of solar panels and air source heat pump. Site address: 37 Chalkhill Barrow Melbourn Cambridgeshire SG8 6EQ

*Decision: Permission Granted*

*MPC comment: Support no comment*

This was noted.

## **PL041/22 Correspondence**

- a) To note the response to the Local Plan Call for Sites Survey  
This was noted.
- b) [22/02609/LBC](#) Proposal: Removal and replacement of the fireplace surround, installation of a wood burning stove. Site address: 43 High Street Melbourn SG8 6DZ Applicant: Mr Paul Dalton-Borge - *Withdrawn*  
This was noted.
- c) To note correspondence from Anglian Water Services relating to new reservoirs  
This was noted.

Signed:..... Dated:

- d) To receive any updates and consider actions

There was nothing further to discuss.

**PL042/22 To note the following applications for tree work:**

- a) [22/0847/TTPO](#) Site address:1 Cawdon Row Melbourn Cambridgeshire SG8 6UL Proposal: T1&2: Elm - Fell to ground level dead tree T3: Copper beech - Prune lateral branches to clear roof by 2m T4: Yew - Reduce overhang to lawn by 2m to allow more light to garden area T5: Ash - Remove stem to allow more light to area T6: Ash - Reduce lateral branches to clear garage roof by 2m and cut back lateral limbs from neighboring trees to give clearance of 1m
- b) [22/0850/TTCA](#) Site address:44 High Street Melbourn Cambridgeshire SG8 6DZ Proposal: T1: Plum - Reduce canopy by 2m to reduce end weight due to large branch failure
- c) [22/0849/TTPO](#) Site address:8 The Lawns Melbourn Cambridgeshire SG8 6BA Proposal: T1: Lime - Re pollard to previous. Growth being cut back to knuckle is approx. 5M
- d) [22/0884/TTCA](#) Site address:91 High Street Melbourn Cambridgeshire SG8 6AA Proposal: T.1: Beech - Crown Lift to provide 5 metres clearance from ground level. Crown thin the canopy by 30% and remove any diseased or crossing branches. Remove lower branch back to trunk covered in Vine to allow more light to the house adjacent in chapel Lane. T.2: Lawson cypress - Fell tree and remove all debris. Grind stump below ground level. T.3: Maple - Crown reduction reducing the height and spread of the tree by up to 2.5 metres. T.4: Robinia - Crown reduction reducing the height and spread of the tree by up to 2.5 metres. T.5: Laurel - Crown Reduction reducing the height and spread of the tree by up to 2 metres
- e) [22/0930/TTPO](#) Site address:31 The Moor Melbourn Cambridgeshire SG8 6ED Proposal: T1 Sycamore - Crown Lift over roadway to car park only to provide 5m clearance from ground level for delivery lorry's to access car park to ensure branches are not damaged by trucks

Noted that all tree applications had been circulated by email with no comments received.

**PL043/22 Planning Applications:**

- a) [22/03201/HFUL](#) Proposal: First Floor Rear Extension. Site address: 31 Ash Grove Melbourn Cambridgeshire SG8 6BJ Applicant: Mr & Mrs D & J Huth

It was RESOLVED to support the application with no comment.  
Proposed by Cllr Clark, seconded by Cllr Barnes. All in favour.

- b) [22/03265/LBC](#) and [22/03264/HFUL](#) Proposal: Demolition of existing dilapidated building (retrospective) and erection of replacement building to form annex Site address: 59 High Street Melbourn Cambridgeshire SG8 6DZ Applicant: Mr Jeremy Denn

Discussion with regard to the building that had been demolished. Concern also raised as to lack of onsite parking and cars being unable to access and leave the site in a forward gear due to insufficient space on site for vehicles to turn. This is particularly problematic as the property is directly adjacent to traffic lights at the main cross roads. Highways concerns were also noted and supported. Noted that the annex will have a separate address and concern with regard to additional vehicles was noted.

It was RESOLVED to object strongly to the application on the following grounds:

- the annex should have been reconstructed to the original dimensions when the building was erroneously demolished;
  - categorically support Highways Authority concerns with regard to onsite parking and vehicular access to and from site;
  - support the recommendation that a wall be built with a gate for pedestrian access only;
  - the Parish Council does not accept that there is sufficient space for onsite parking and the size of the original building precluded access as the gap between the two buildings was too narrow for vehicles. The proposed annex has been designed to be narrower to enable vehicle access between the two buildings;
- Proposed by Cllr Clark, seconded by Cllr Hart. All in favour.

- c) [S/3374/16/CONDC](#) Proposal: Submission of details required by condition 7 (Mortars, Plaster and Renders) of planning permission S/3374/16/LB Site address: 59 High Street Melbourn Cambridgeshire SG8 6DZ Applicant: Mr Jeremy Den

No comment.

Signed:..... Dated:

- d) [22/03236/HFUL](#) Proposal: Single storey rear extension, front and rear roof extensions to create first floor, and garage conversion to habitable space Site address: 2A Dolphin Lane Melbourn Cambridgeshire SG8 6AF Applicant: Mr & Mrs A Chamorro  
It was RESOLVED to support with no comment.  
Proposed by Cllr Hart, seconded by Cllr Barnes. All in favour.
- e) [22/03297/FUL](#) Proposal: Installation of 5 no. EVC bays and associated infrastructure. Site address: Flint Cross Service Station Newmarket Road Melbourn Royston Applicant: Rontec Service Stations 1a Limited  
It was RESOLVED to support with no comment.  
Proposed by Cllr Clark, seconded by Cllr Hart. All in favour.
- f) [22/02698/HFUL](#) Proposal: Demolition of existing rear extension and construction of a new extension linking to Grade II Listed cottage. Site address: 96 High Street Melbourn Cambridgeshire SG8 6AL Applicant: Mr & Mrs Masashi and Masako Narita. (Amended drawings)  
It was RESOLVED to support the application with thanks to the applicant for noting concerns raised in the Parish Council's original comments to retain the existing frontage.  
Proposed by Cllr Kilmurray, seconded by Cllr Clark. All in favour.
- g) [22/03465/CL2PD](#) Proposal: Certificate of lawfulness under S192 Removal of existing conservatory roof and sideframes and replacing with high efficiency lightweight solid roof and new frames. Site address: 32 The Lawns Melbourn Cambridgeshire SG8 6BA Applicant: Purely Planning  
It was RESOLVED to support with no comment.  
Proposed by Cllr Kilmurray, seconded by Cllr Hart. All in favour.
- h) [S/0675/19/PO](#) Proposal: Modification of planning obligations contained in a Section 106 dated 27 February 2015 pursuant to planning permission S/2048/14/FL Site address: Affordable Housing Land At Victoria Way Melbourn Applicant: The Cambridge Housing Society Limited  
It was RESOLVED to support the application with no comment.  
Proposed by Cllr Clark, seconded by Cllr Barnes. All in favour.
- i) [22/03460/HFUL](#) Proposal: Replace approximately 16m of hedge at the side of the property with 6ft fence consisting of 9 closed board panels and slid in to concrete posts. Site address: 2 Cross Lane Melbourn Cambridgeshire SG8 6AG Applicant: Andrew Michaels.  
Noted that it appears that work to remove the hedge has already started. Concern noted that removal of the hedge would adversely affect the street scene. Members welcomed the exposure of the existing low level brick wall. It was suggested that the hedge could be reduced in height.  
It was RESOLVED to object to the application as loss of the hedge will adversely affect the street scene and also a loss of wildlife habitat.  
Proposed by Cllr Kilmurray, seconded by Cllr Barnes. In favour: Cllrs Kilmurray, Alexander, Barnes, Clark. Abstain: Cllr Hart

**PL044/22 Enforcement updates:** To consider any enforcement updates received since last meeting

None received. Noted that in future this item will be noted as Compliance Updates.

**PL045/22 To note the date of next meeting :** 10 October 2022

The date of the next meeting is scheduled for Monday, 10 October 2022.

The meeting ended at 22:36

Signed:..... Dated:

# MELBOURN PARISH COUNCIL – PLANNING COMMITTEE

(District of South Cambridgeshire)

**A meeting of this Committee was held in the Austen Room, The Community Hub, 30 High Street, Melbourn, SG8 6DZ on Monday, 8 August 2022 at 7.30pm**

*Members of the public are reminded that copies of reports and supporting documentation for agenda items can be obtained from the Parish Council website, <http://melbournparishcouncil.co.uk> or on request to the Clerk*

**Present:** Cllrs Kilmurray (Chair), Alexander, Barley, Clark, Hart

**Absent:**

**In attendance:** Claire Littlewood – Parish Clerk, C Henham (Planning Consultancy Ltd)

## **PL024/22 To receive and approve apologies for absence**

Apologies received from Cllrs Barnes and Wilson with acceptable reasons provided.

It was RESOLVED to accept the apologies from Cllrs Barnes and Wilson.

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

Apologies also noted from District Cllr Hales.

## **PL025/22 To receive any Declarations of Interest and Dispensations**

- a) To receive declarations of interest from councillors on items on the agenda
- b) To receive written requests for dispensations for disclosable pecuniary interests (if any)
- c) To grant any requests for dispensation as appropriate

PL032/22b) Cllr Hart noted a non-pecuniary interest as she knows the applicants.

## **PL026/22 To approve the minutes of the Planning Committee Meeting on 11 July 2022**

It was RESOLVED to approve the minutes of the Planning Committee meeting held on 11 July 2022 as an accurate record.

Proposed by Cllr Clark, seconded by Cllr Hart. All in favour.

## **PL027/22 To report back on the minutes of the Planning Committee Meetings on 11 July 2022**

PL021/22b) Noted that the bus shelters to be installed under the s106 Agreement with TTP would not have real-time timetable displays. The bus shelter installed at the corner of Vicarage Close under the s106 Agreement relating to Kingley Grove would have real-time timetable display.

## **PL028/22 Public Participation: (For up to 15 minutes members of the public may contribute their views and comments and questions to the Planning Committee – 3 minutes per item)**

Other than a representative from the Planning Consultancy Ltd to discuss PL030/22d), there were no members of the public in attendance.

## **PL029/22 Decision Notices: To receive any Decision notices issued since last meeting.**

None received prior to publication of the agenda. The following decision notice has been received:

[22/01913/FUL](#) Proposal: Construction of a single storey dwelling with flat green roof and car parking.  
Site address: Land To The Rear Of 151 To 155 High Street Melbourn Cambridgeshire Applicant: Mr Graham Newton

Decision: Permission granted

MPC original comment: Object with comments

## **PL030/22 Correspondence**

- a) To receive an update on discussions relating to the commuted sum for maintenance of the SGB on the Hopkins Homes development on New Road

Further clarification has been provided by the District Landscape Architect. Grounds maintenance contractor has re-costed ongoing maintenance works. Details to be provided to District Council s106 Officer.

- b) To consider a response to the Local Plan Call for Sites Survey

Signed:..... Dated:



Discussion with regard to the number of sites under consideration. Noted that not all sites will be taken forward – submissions and survey are part of the process. **ACTION:** Clerk to collate comments from previous discussions on sites put forward. To be circulated for review by email prior to submitting via the online survey.

- c) [22/02691/FUL](#) Proposal: Retrospective erection of 3 No. extensions to Poultry Sheds. Site address: Bridgefoot Farm Kennels Barley Road Flint Cross Great And Little Chishill Cambridgeshire Applicant: MR DAN WILKINS - **withdrawn**

Noted that this application has been withdrawn. A member queried how this could be withdrawn as it is a retrospective application and the work has been carried out.

**ACTIONS:**

- Clerk to contact Planning Authority to query next steps following withdrawal of a retrospective application
- District Cllrs Hart and Hales also to follow up with District Council to query next steps.

- d) To receive an update on proposed development of 4 Station Road

A representative of the Planning Consultancy Ltd was in attendance. Site block and location drawings of proposed development of 3 properties were available. Representative reported that positive discussions have been held with some of the neighbouring properties. Concern was raised with regard to access to Station Road. Noted that there has been discussion as to cutting back trees on the boundary with 10 Station Road. Members commented that it would be the preference of the Planning Committee not to remove trees. Discussion with regard to the design of the proposed properties and concern that they should fit aesthetically with existing properties as this fell within the Conservation Area. Members noted concern that a proposed development of 3 executive-style residential properties does not meet a more pressing need for affordable housing in the village and would result in loss of further commercial properties in the village.

**ACTION:** Clerk to look at sections of Village Plan relating to feedback on commercial buildings and send to Planning Consultancy Ltd for info.

Representative from the Planning Consultancy thanked the Committee for the opportunity to address the meeting.

**PL031/22 To note the following applications for tree work:**

None received prior to publishing the agenda. Application relating to trees on 2-4 Little Lane (22/0826/TCA) has been received since and circulated by email for comment.

**PL032/22 Planning Applications:**

- a) [22/02698/HFUL](#) and [22/02699/LBC](#) Proposal: Demolition of existing rear extension and construction of a new extension linking to Grade II Listed cottage. Site address: 96 High Street Melbourn Cambridgeshire SG8 6AL Applicant: Mr & Mrs Masashi and Masako Narita.

Discussion with regard to Conservation comments and Design and Heritage Statement. Concern was noted with regard to changes to the front of the property including loss of the feature window and shop frontage. Members expressed concern that heritage of the building should be retained.

It was RESOLVED to object to the application to change features to the front of the property, including the feature window and agrees with the comments set out in the Conservation Report. The Committee agree with plans for the extension to the rear of the property provided it is sympathetically carried out and does not involve excessively cutting into the thatch or other original features.

Proposed by Cllr Kilmurray, seconded by Cllr Clark. All in favour.

- b) [22/02805/CL2PD](#) Proposal: Certificate of lawfulness under S192 for a proposed single storey rear extension. Site address: 22 New Road Melbourn Cambridgeshire SG8 6BX Applicant: Mr & Mrs C Conner

Decision notice now received - Certificate granted

- c) [S/4535/19/CONDN](#) Proposal: Submission of details required by condition 28 (Water Efficiency) of planning permission S/4535/19/VC Site address: Land North Of Melbourn Science Park Cambridge Road Melbourn Cambridgeshire Applicant: TTP Campus Limited

Decision notice now received - Discharged in full  
MPC original comment: Support

Signed:..... Dated:

- d) [22/02792/HFUL](#) Proposal: Internal reconfiguration work, changes to the doors and windows on the external walls. Installation of solar panels and air source heat pump. Site address: 37 Chalkhill Barrow Melbourn Cambridgeshire SG8 6EQ Applicant: Mrs Monica Ryan.

It was RESOLVED to support the application with no comments.  
Proposed by Cllr Hart, seconded by Cllr Barley. All in favour.

- e) [22/03190/PRIOR](#) Proposal: Change of use of building from agriculture to a flexible commercial use. Site address: Summer House Farm New Road Melbourn Royston Applicant: WTV Wedd & Sons

It was RESOLVED to support the application with no comments.  
Proposed by Cllr Hart, seconded by Cllr Barley. All in favour.

- f) [22/00240/CONDB](#) Proposal: Submission of details required by condition 3 (Joinery Details) of planning permission 22/00240/LBC Site address: 3 The Moor Melbourn Cambridgeshire SG8 6ED Applicant: Mr Thomas Shirley

Planning Committee noted that determination of this application should be left to the expertise of the Planning Authority. No comments to be submitted.

**PL033/22 Enforcement updates:** To consider any enforcement updates received since last meeting

There were no updates.

**PL034/22 To note the date of next meeting :** 12 September 2022

The date of the next Planning Committee meeting is scheduled for Monday, 12 September 2022 at 19:30. Cllrs Barley and Clark noted their apologies in advance.

The meeting ended at 20:22

Signed:..... Dated:

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**Section:** Tell us who you are

Title	Mrs
Pronoun	
<b>First name</b>	Claire
<b>Surname</b>	Littlewood
<b>Daytime telephone number</b>	01763 263303
<b>Email</b>	parishclerk@melbournpc.co.uk

**Which local authority does your Ward or Parish fall under?**

South Cambridgeshire District Council

**Please select your South Cambridgeshire Parish or Ward**

Melbourn Parish Council

**Melbourn Parish Council**

40490 - Land to the west of Cambridge Road, Melbourn

Do you have any factual comments or information you wish to tell us about related to site accessibility and transport?

Traffic safety concerns : We believe that there is a need for calming requirements along Cambridge Road with possible speed reduction to 50mph from A10 entrance to Cambridge Road, reducing to 30mph at Cherry Farm. The Parish Council is currently investigating installing village gateways at Cambridge Road and Royston Road entrances to the village and narrowing the road at those points.

Do you have any factual comments or information you wish to tell us about related to landscape, townscape or heritage constraints or opportunities?

Do you have any factual comments or information you wish to tell us about related to green infrastructure (biodiversity/habitats/ecology) constraints or opportunities?

Do you have any factual comments or information you wish to tell us about related to the site's suitability, availability or deliverability?

Education : Melbourn Primary School is at capacity and children are already being enrolled at primary schools in neighbouring villages with a knock-on effect on transport as there is currently no alternative but for parents to transport young children by car. Sewerage : There is already high demand on pumping stations from Melbourn and neighbouring villages. Anglian Water had previously indicated 50% slack in the system but in fact this is more like 5%. With regard to the 199 homes development on New road, Anglian Water had assured the Parish Council that sewage issues would not be a problem but this has not been the case.

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## Page: Declaration

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South Cambridgeshire District Council

**Please select your South Cambridgeshire Parish or Ward**

Melbourn Parish Council

**Melbourn Parish Council**

40337 - Land off New Road, Melbourn

Do you have any factual comments or information you wish to tell us about related to site accessibility and transport?

Traffic lights needed at the A505 New road exit. Nothing has been done here, it is dangerous. We will require serious commitment to address these types of issues with increased development, it feels inevitable that accidents will happen. This is particularly relevant in view of the ongoing increase in housing due to new developments on New Road Also we have speeding issues and further development in the village will undoubtedly cause logistical issues. The Parish Council is currently gathering data on volume and speed of traffic entering the village at key points including Cambridge Road and Royston Road and believes that some traffic calming is required.

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Melbourn Parish Council

**Melbourn Parish Council**

40490 - Land to the west of Cambridge Road, Melbourn

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Traffic safety concerns : We believe that there is a need for calming requirements along Cambridge Road with possible speed reduction to 50mph from A10 entrance to Cambridge Road, reducing to 30mph at Cherry Farm. The Parish Council is currently investigating installing village gateways at Cambridge Road and Royston Road entrances to the village and narrowing the road at those points.

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Do you have any factual comments or information you wish to tell us about related to the site's suitability, availability or deliverability?

Education : Melbourn Primary School is at capacity and children are already being enrolled at primary schools in neighbouring villages with a knock-on effect on transport as there is currently no alternative but for parents to transport young children by car. Sewerage : There is already high demand on pumping stations from Melbourn and neighbouring villages. Anglian Water had previously indicated 50% slack in the system but in fact this is more like 5%. With regard to the 199 homes development on New road, Anglian Water had assured the Parish Council that sewage issues would not be a problem but this has not been the case.

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South Cambridgeshire District Council

**Please select your South Cambridgeshire Parish or Ward**

Melbourn Parish Council

**Melbourn Parish Council**

40500 - Land between New Road and Water Lane, Melbourn

Do you have any factual comments or information you wish to tell us about related to site accessibility and transport?

Traffic lights needed at the A505 New road exit. Nothing has been done here, it is dangerous. We will require serious commitment to address these types of issues with increased development, it feels inevitable that accidents will happen. This is particularly relevant in view of the ongoing increase in housing due to new developments on New Road Also we have speeding issues and further development in the village will undoubtedly cause logistical issues. The Parish Council is currently gathering data on volume and speed of traffic entering the village at key points including Cambridge Road and Royston Road and believes that some traffic calming is required.

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Do you have any factual comments or information you wish to tell us about related to the site's suitability, availability or deliverability?

Education : Melbourn Primary School is at capacity and children are already being enrolled at primary schools in neighbouring villages with a knock-on effect on transport as there is currently no alternative but for parents to transport young children by car.

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I declare that the information I have provided on this form is accurate



**From:** [Fens Reservoir Project Team](#)  
**To:** [Parish Clerk](#)  
**Subject:** Information on Anglian Water's proposed new reservoirs  
**Date:** 15 September 2022 10:20:39  
**Attachments:** [Anglian Water - stakeholder briefing pack - September 2022.pdf](#)

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Dear Claire Littlewood

Our plans to build two new reservoirs in the East of England, one in the Fens in partnership with Cambridge Water, and another in Lincolnshire, are progressing well and we'll soon be moving to consultation.

To provide an overview of the projects and help our stakeholders prepare for public consultation in the autumn, we've produced a stakeholder briefing pack which is attached to this email.

This pack is a useful guide to the proposed reservoir projects, and gives a summary of why they are needed, the benefits they could bring and the factors we've considered to identify locations.

In August, we hosted a webinar for councillors to introduce the reservoirs. It was great to hear from so many of our stakeholders and we hope you found the session informative.

For those that weren't able to attend, the briefing pack covers many of the topics discussed in the webinar.

In response to the questions raised at the meeting, we've collated information on our proposals which we've included below. We hope this is helpful.

Further information about our proposals can be found on our website here: [www.anglianwater.co.uk/new-reservoirs](http://www.anglianwater.co.uk/new-reservoirs)

We'll keep you updated as the project progresses. If you would like any further information, please don't hesitate to get in touch.

Kind regards

**Adam Speed**

Stakeholder Engagement Lead – Major Projects

**Anglian Water Services Limited**

Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU

**Q. What planning process will the reservoirs go through?**

A. Both projects are classified as Nationally Significant Infrastructure Projects (NSIPs). In order to build them, we would need to apply to the Planning Inspectorate for a Development Consent Order (DCO).

**Q. What water sources will be used to fill the reservoirs?**

A. We plan for the Lincolnshire reservoir to be fed from the River Witham, supported in turn by the River Trent. The Fens reservoir will be served primarily from the Great Ouse catchment. The abstraction will mostly be taken in the winter and stored up for use in the summer and dry periods.

**Q. When will the location of the reservoirs be announced?**

A. We are preparing to launch our first phase of consultation in the autumn. We will announce the proposed locations for the reservoirs at this point. The consultation will ask for feedback on our proposed locations, the concept designs for each reservoir and the benefits they could create.

**Q. When will you notify potentially affected landowners?**

A. We will contact potentially affected landowners and occupiers in the coming days. We will also notify appropriate elected representatives, so that they can be prepared to offer assistance if called upon.

**Q. How will the reservoir projects be funded?**

A. The cost of the projects will ultimately be funded via water company customer bills, given that our customers will benefit from these supplies. In order to ensure the best possible value through a competitive

process, our regulator Ofwat has proposed delivery mechanisms which involve third party providers delivering, owning and maintaining these assets.

**Q. How will seldom heard groups be consulted?**

A. As part of our ongoing conversations with local authorities, we've been exploring how we can best ensure that our consultation in the autumn provides an opportunity for everyone to share their thoughts on our proposals. We've identified a shortlist of approximately 50 seldom heard groups per reservoir and are contacting these groups to ask for their guidance on how best to engage with the people they represent.

**Q. How will leakage be prevented? Is Anglian Water still focused on current water delivery?**

A. Anglian Water continue to lead the water sector in tackling leakage, exceeding our regulatory targets in excess of 10 years running with water lost per kilometre at half the national average.

**Q. Will both reservoirs serve Anglian Water customers and what increase in water supply will they provide?**

A. Both reservoir projects combined will provide an additional 210 million litres of water per day to Anglian Water customers, with 160 million litres from the Lincolnshire reservoir and 50 million litres from the reservoir in the Fens. The proposed new reservoir in the Fens is being developed in partnership with Cambridge Water and would supply water to both Anglian Water and Cambridge Water customers.

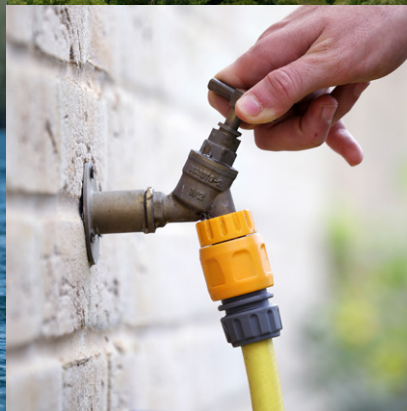
**Q. Will the new reservoirs create new jobs for local people?**

A. Our ambition is that both the construction phase and longer-term operation of the reservoirs will create significant opportunities for job creation in the region.

**Q. As the reservoirs will not be fully operational until the mid-2030s, what is your interim solution to ensure sufficient water supply?**

A. We're working with our customers to reduce water consumption and are leading the industry on reducing leakage. We have committed £7.5million to 49 flood protection schemes. Work is already underway in a half-billion-pound investment to lay hundreds of kilometres of new, interconnecting pipes to bring water from the wettest areas in the north of Lincolnshire to the drier areas in the south and east. We are also installing over one million smart meters in customer homes, and delivering a multitude of abstraction reduction programmes.

# New reservoirs in the Fens and Lincolnshire



September 2022

# Introduction

We are investing in two new reservoirs – one in Lincolnshire, and another in the Fens in partnership with Cambridge Water. Together, these reservoirs will help protect water supply long into the future. They will ensure people and businesses have the water they need, while providing resilience to future droughts and the effects of climate change.

## Why the reservoirs are needed

Every five years, Anglian Water is required to produce a Water Resources Management Plan (WRMP) setting out how it will manage water supplies over a minimum of the next 25 years. As part of this adaptive planning process, our 2019 WRMP identified a number of strategic solutions that could significantly increase future supply. These solutions include two new reservoirs in the Fens and Lincolnshire.

We are in the driest region in the UK making us particularly vulnerable to climate change impacts. These reservoirs will help protect you from future climate events, including hotter summers and potential future droughts. Having the capacity to store more water will also help us reduce the amount of water we need to abstract from rivers and groundwater.

Our region is one of the fastest growing in the country. It is estimated there could be more than 175,000 new homes built over the next five years. These reservoirs will provide the capacity the region needs to grow sustainably.

## The reservoirs are needed to:

- Meet the challenges of climate change
- Protect and restore habitats and wildlife
- Provide for a growing population

## About the reservoirs



Together the reservoirs will provide enough water for approximately 750,000 households.

**Reservoir in Lincolnshire:** Our proposed reservoir in Lincolnshire would store water during winter when flows are at their highest, for when it is needed. To date, in the early development of these water resource options we have been developing these plans in partnership with Affinity Water. Moving forward, it is likely that the reservoir in Lincolnshire will be progressed solely for Anglian Water customers. We anticipate that the reservoir will be able to supply around 160 million litres of water per day to our customers throughout the year.

**Reservoir in the Fens:** We are working in partnership with Cambridge Water to progress proposals for the reservoir in the Fens, which would supply water to customers of both companies. It will increase water resource availability by capturing water during winter when it is plentiful. We anticipate that the reservoir will be able to supply around 100 million litres of water per day throughout the year.

## Key benefits

By securing the supply of water long into the future, we can unlock new opportunities for the region to thrive. The reservoirs will also generate a wide range of environmental, social and economic benefits for the region, including:



### WILDLIFE

Habitats for wildlife, including the possibility of space for new wetlands



### BUSINESS

Opportunities for local business to thrive with the potential for leisure activities



### LEISURE

Places to explore such as new visitor parks, footpaths, cycle paths and other natural spaces



# Identifying locations for the proposed new reservoirs

Since late last year we've been reviewing potential sites for the reservoirs.

In these early stages, we appraised sites based on a range of different factors to create a long list which is then reduced to a site or sites that best balances all the factors we must consider.



Some of these key considerations include:

- The environment
- Impact on people and communities
- Heritage
- Land use
- Existing water courses
- Engineering requirements
- Existing infrastructure



## What's happening now

We are still at the very early stages of the project and are close to finalising our work to identify the best performing location for each of the reservoirs.

To help local people understand more about the new reservoirs and why they are needed, we are providing an update this summer, ahead of a consultation in the autumn.



We've created a new website and film which you can view at:

[www.anglianwater.co.uk/new-reservoirs](http://www.anglianwater.co.uk/new-reservoirs)

We're also contacting stakeholders across the region to make sure they are aware of plans and what comes next.

## What happens next

In the autumn we will be announcing more details about our proposals for both reservoir projects.

This will include our proposed locations and our assessment on what we will need to do to deliver them responsibly by minimising any impacts on the environment and local communities. It will also include more information on the benefits they could create for people and the environment.

Due to their strategic importance to our future water supply, both projects are classified as Nationally Significant Infrastructure Projects (NSIPs).

These are projects that are publicly examined, after which the government provides the final approval to proceed, including the planning permission.

This permission is called a Development Consent Order (DCO), and the legal process to obtain consent under the

Planning Act 2008 is tightly regulated by the Planning Inspectorate. You can find out more about this process on the Planning Inspectorate's website: <http://infrastructure.planninginspectorate.gov.uk>

**There are many obligations and requirements that any organisation looking to obtain a DCO must commit to.**

One key requirement is to undertake comprehensive community and stakeholder engagement on the project. That means, to offer clear communication about the project process, and create an environment which will allow communities and stakeholders to easily share their views and help shape the development of the proposals.

# Consultation

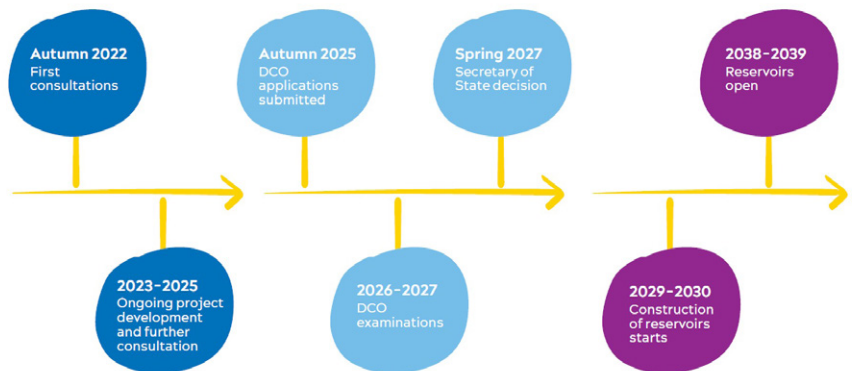


In the Autumn, we plan to hold our first public consultation for each project. This will provide an opportunity for you to fully understand our proposals and provide feedback. We anticipate this will be the first of three phases of consultation.

We will focus the consultation on the communities nearest to each proposed site and ensure everyone who feels they're affected is aware of each project and has the opportunity to provide feedback.

We'll hold community events where our team will be available to talk through the project and answer any questions.

Your feedback is a vital part of the process as we will listen to your views and consider how they can help shape the project going forward.



## Get in touch

Our next important announcement will be in the autumn when we will provide information about the proposed sites for the reservoirs, and launch the consultation.



We will continue to keep communities and stakeholders up to date on our plans for the reservoirs.



For more information about our work to date and what happens next please visit our website.

[www.anglianwater.co.uk/new-reservoirs](http://www.anglianwater.co.uk/new-reservoirs)

If you have any questions or would like to get in touch, please contact us on:



**Reservoir in the Fens:** [info@fensreservoir.co.uk](mailto:info@fensreservoir.co.uk)

**Reservoir in Lincolnshire:** [info@lincsreservoir.co.uk](mailto:info@lincsreservoir.co.uk)



## Application for the Modification or Discharge of Planning Obligations

### **Applicant made under:**

- Town and Country Planning Act 1990 (Section 106A)
- Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992

### **Overview:**

Section 106A of the Town and Country Planning Act 1990 enables a person against whom a planning obligation is enforceable to apply to the local planning authority to have the obligation modified or discharged. Section 106B of that Act provides for an appeal to the Secretary of State if such an application is refused or not determined. Sections 106A and 106B also apply to Crown planning obligations.

The Regulations make provision with respect to—

- (a) the form and content of such applications and appeals (regulations 3 and 7);
- (b) the notification of and publicity for such applications (regulations 4 and 5);
- (c) the determination of such applications (regulation 6);
- (d) the determination of such appeals by persons appointed by the Secretary of State (regulation 8).

<http://www.legislation.gov.uk/ukxi/1992/2832/made>

### **Instructions to applicants:**

Section A requires information to be submitted to the local planning authority in accordance with Regulation 3.

All shaded areas within this section are to be completed

Section B requires the completion/signing of a certificate under Regulation 4

Complete either certificate A, B or C

Certificate A is to be completed when on the day 21 days before the date of the application the planning obligation to which the application relates was enforceable against nobody other than the applicant

Certificate B is completed when on the day 21 days before the date of the application the planning obligation to which the application relates was enforceable against other parties other than the applicant and where the applicant has given notice to everyone else against whom, the planning obligation to which the application relates was enforceable

Certificate C is completed when on the day 21 days before the date of the application the planning obligation to which the application relates was enforceable against other parties other than the applicant and where the applicant has been unable to give notice to everyone else against whom, the planning obligation to which the application relates was enforceable

Section C provides (a) the prescribed notice for when Certificate B or C is needed and (b) the press notice for when Certificate C is needed

**FOR OFFICE USE ONLY**

APPLICATION NO:

DATE REGISTERED:

**SECTION A**

**1. Name and address of applicant**

Name of Applicant: The Cambridge Housing Society Limited

Address:

Endurance House,  
Chivers Way,  
Histon  
Cambridge  
CB24 9ZR

Tel No: 01223 713 744

E-mail: Martin.Dickson@chsgroup.org.uk

**2. Address(s) of the Site to which the obligation relates.**

Affordable housing land at Victoria Way, Melbourn, registered under title number CB425214. Copy of title plan attached. Schedule 1 (also attached) contains a complete list of relevant addresses.

**3. Description of Planning Obligation that is subject to this application (please give sufficient information to enable the identification of the Planning Obligation you wish to modify or Discharge).**

In relation to a Section 106 Agreement dated 27 February 2015 made between (1) South Cambridgeshire District Council (2) Cambridgeshire County Council and (3) Brian Tyler, as varied by a deed of variation dated 12 July 2017 made between (1) South Cambridgeshire District Council (2) Brian Tyler and (3) Granary Developments Limited (together the "**Section 106 Agreement**"), the applicant applies for the following changes to be made:

- (a) the definition of Lease to be varied so as to permit the disposition of an initial share of between 25% and 75%.
- (b) the mortgagee exclusion provision at paragraph 8 of the Second Schedule to be deleted and replaced with:

"The provisions in this Agreement (as varied from time to time) shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other



person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the (affordable dwellings) or any persons or bodies deriving title through such mortgagee or chargee or Receiver."

For ease of reference, the Section 106 Agreement relates to planning permission S/2048/14/FL

**4. Please state why you are applying for the modification or discharge of the planning obligation identified above.**

The present position is not viable for the applicant. In addition, the applicant wishes the disposal of the shared ownership units to comply with the usual expectations of Homes England to offer any purchaser the option to purchase up to 75% of a shared ownership unit on initial purchase. The applicant also wishes to be able to use the affordable housing as security for future funding arrangements, if required.

**5. Please provide any additional information that you consider relevant to the determination of this application.**

We would refer you to Homes England current shared ownership guidelines, as set out in the Capital Funding Guide (<https://www.gov.uk/guidance/capital-funding-guide/1-help-to-buy-shared-ownership>) at paragraph 6.1.2, as set out below:

"6.1.2 Providers must encourage purchasers to buy the maximum share they can afford and sustain. Providers must sell shares flexibly in accordance with the purchasers specific circumstances (e.g. not just to nearest 10%) and must not sell all properties in a scheme at the same share rate (e.g. all at 25%) regardless of individual purchaser circumstances"

The applicant has also secured the support of South Cambridgeshire District Council's Housing Development Officer, Uzma Ali, to the proposed changes to the definition of Lease in the Section 106 Agreement.

The applicant is the sole proprietor of the affordable housing land to which this application relates. The changes applied for do not, in the opinion of the applicant, affect any other land.

**6. Please state the nature of the applicant's interest in the land.**

Freeholder and sole proprietor of the units listed in Schedule 1.

Declaration TO BE COMPLETED BY ALL APPLICANTS I/we hereby apply for the modification or discharge of a planning obligation under section 106A of the Town & Country Act 1990 in accordance with the details above, and the submitted plan(s) and documents

I/we have completed an ownership certificate (either certificate A, B, C or D as appropriate) and attached it to this application.

Signed:



Date: 18th February 2019

On behalf of (insert applicant's name if signed by agent):

The Cambridge Housing Society Limited

**SECTION B**

**CERTIFICATE A**

I / The applicant certify that on the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable against nobody other than the applicant

Signed:



Date: 18th February 2019

On behalf of (insert applicant's name if signed by agent):

The Cambridge Haring Society Limited

**CERTIFICATE B**

I / The applicant certify that the applicant has given the required notice to everyone else against whom, on the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable, as listed below:

Name of person on whom notice served	Address at which notice was served	Date on which notice was served

Signed:

Date:

On behalf of (insert applicant's name if signed by agent):

--

**CERTIFICATE C**

I / The applicant certify that:

The applicant cannot complete a Certificate A or B in respect of the accompanying application;

I / The applicant has given notice to the persons listed below, being persons against whom, on the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable.

Name of person on whom notice served	Address at which notice was served	Date on which notice was served

I / The applicant has taken reasonable steps to ascertain the name and address of every person whom, on the day 21 days before the date of the accompanying application, the planning obligation to which the application relates was enforceable and who has not been given notice of the application:

These steps were as follows: (a)

Notice of the application, as attached to this application has been published on the (b) on (c)

**NOTES**

- (a) Description of steps taken
- (b) Date of publication
- (c) Name of newspaper in which the notice was published

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of (insert applicant's name if signed by agent):

\_\_\_\_\_



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## SECTION C

### **NOTICE TO SERVE ON INDIVIDUAL(S) BY APPLICANT**

Town and Country Planning Act 1990 (Section 106A)

Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992

Notice of an Application to Modify or Discharge a Planning Obligation

I GIVE NOTICE that (a)

is applying to SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL to modify / discharge the planning obligation described below:

#### **PLANNING OBLIGATION**

Obligation description : (b)

Land to which the obligation relates: (c)

Obligation date: (d)

Any person against whom the planning obligation is enforceable who wishes to make representations about this application should make them in writing to the Development Control Manager at South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA by:

(e)

Signed:

Date:

On behalf of (if appropriate):

#### **NOTES**

- a. Insert name of applicant.
- b. Insert a brief description of the planning obligation, which the applicant wishes to modify or discharge
- c. Insert address or location of land to which the planning obligation relates.



- d. Insert date that the obligation was entered into
- e. Insert date giving a period of 21 days beginning with the date of service of this notice

### **PRESS NOTICE ISSUED BY APPLICANT**

Town and Country Planning Act 1990 (Section 106A)

Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992

Notice of an Application to Modify or Discharge a Planning Obligation

I GIVE NOTICE that (a)

is applying to SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL to modify / discharge the planning obligation described below:

#### **PLANNING OBLIGATION**

Obligation description :(b)

Land to which the obligation relates: (c)

Obligation date: (d)

Any person against whom the planning obligation is enforceable who wishes to make representations about this application should make them in writing to the Development Control Manager at South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA by:

(e)

Signed:

Date:

On behalf of (if appropriate):

#### **NOTES**

- a. Insert name of applicant.
- b. Insert a brief description of the planning obligation, which the applicant wishes to modify or discharge
- c. Insert address or location of land to which the planning obligation relates.

- d. Insert date that the obligation was entered into
- e. Insert date giving a period of 21 days beginning with the date of service of this notice

## SCHEDULE 1

1 Details of Addresses relating to question 2:

Phase 1			
PLOT NO	TENURE	UNIT TYPE	POSTAL ADDRESS
45	Rented	2B3P F (FF)	67 Victoria Way, Melbourn, Royston
46	Rented	1B2P F (GF)	65 Victoria Way, Melbourn, Royston
47	Rented	1B2P F (GF)	55 Victoria Way, Melbourn, Royston
48	Rented	2B3P F (GF)	53 Victoria Way, Melbourn, Royston
49	Rented	1B2P F (FF)	59 Victoria Way, Melbourn, Royston
50	Rented	2B3P F (FF)	57 Victoria Way, Melbourn, Royston
51	Rented	1B2P F (SF)	63 Victoria Way, Melbourn, Royston
52	Rented	1B2P F (SF)	61 Victoria Way, Melbourn, Royston
53	Rented	1B2P F (GF)	43 Victoria Way, Melbourn, Royston
54	Rented	2B3P F (GF)	41 Victoria Way, Melbourn, Royston
55	Rented	1B2P F (FF)	47 Victoria Way, Melbourn, Royston
56	Rented	2B3P F	45 Victoria Way, Melbourn,

		(FF)	Royston
57	Rented	1B2P F (SF)	51 Victoria Way, Melbourn, Royston
58	Rented	1B2P F (SF)	49 Victoria Way, Melbourn, Royston
59	Rented	2B3P F (FF)	39 Victoria Way, Melbourn, Royston
60	Rented	1B2P F (GF)	37 Victoria Way, Melbourn, Royston
Phase 2			
<b>PLOT NO</b>	<b>TENURE</b>	<b>UNIT TYPE</b>	<b>POSTAL ADDRESS</b>
17	S/O	2B4P H	46 Victoria Way, Melbourn, Royston
18	S/O	2B4P H	48 Victoria Way, Melbourn, Royston
19	S/O	2B3P F (FF)	50 Victoria Way, Melbourn, Royston
20	S/O	1B2P F (GF)	52 Victoria Way, Melbourn, Royston
21	S/O	2B4P H	54 Victoria Way, Melbourn, Royston
22	S/O	2B4P H	56 Victoria Way, Melbourn, Royston
23	S/O	1B2P F (GF)	60 Victoria Way, Melbourn, Royston
24	S/O	2B3P F (FF)	58 Victoria Way, Melbourn, Royston

DATED

*27th February*

2015

**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL (1)**

and

**CAMBRIDGESHIRE COUNTY COUNCIL (2)**

and

**BRIAN TYLER (3)**

---

**PLANNING OBLIGATION AGREEMENT**

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

Development at Land to the Rear of Victoria Way, off New Road,  
Melbourn, Royston, Herts, SG8 6FE

On-site Affordable Housing provision (**24 units**)  
Payment in lieu of Community Space provision (**£30,063.72**)  
Payment in lieu of Pre-School Education provision (**£73,080.00**)  
Payment in lieu of Primary School Education (**£101,640.00**)  
Payment for Libraries and Lifelong Learning (**£4,090.45**)  
Payment in lieu of Household Waste Receptacle provision (**£4,448.00**)  
Payment in respect of Monitoring (**£3,000.00**)  
Payment in lieu of Children's Play Space (**£86,414.23**)  
Payment in lieu of other Sports Provision (**£66,219.60**)  
Strategic Waste Infrastructure Contribution (**£536.96**)  
Payment in lieu of on-site 2 Affordable Dwellings (**£150,000** )  
Payment in lieu of Healthcare provision (**£40,832.00**)  
Provision of on-site Open Space (Village Green & Maintenance) (**£11,695.50**)

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

**THIS DEED OF AGREEMENT** is made the day of *27th February* 2015

**BETWEEN:-**

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ( "the Council")
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, Cambridge, CB3 0AP ("the County Council")
- (3) **BRIAN TYLER** of The Granary, 13 Royston Road, Harston, Cambridge, CB22 7NY ( "the Owner")

**W H E R E A S :-**

- (1) The Owner is the owner in fee simple of the land described in the First Schedule hereto ("the Property") free from incumbrances
- (2) The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated
- (3) The County Council is the education authority for the area in which the Property is situated
- (4) For the purposes of Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")
  - (a) the obligations on the part of the Owner hereinafter contained in Clause 5 and the Second Schedule hereto ("the Obligations") are planning 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
  - (d) The County Council shall have concurrent power to enforce payment of the Education Contributions
- (5) An application registered on 28<sup>th</sup> August 2014 has been made to the Council for planning permission for residential development of the Property which said application has been allocated by the Council the reference number S/2048/14/FL ("the Application" which expression shall include any amendments thereto accepted by the Council and shall also include any application made within ten years from the date hereof for substantially the same development on the same land provided the Council and all persons then having any interest in the Property shall agree such in writing by exchange of correspondence, email or fax)



- (6) 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 Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000
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 on the Property being the carrying out thereon of any of the material operations described in Section 56(2) and Section 56(4) of the 1990 Act in accordance with any planning permission granted in pursuance of the Application
- 4.1 No person liable to observe and perform the Owner’s obligations under this Agreement shall remain liable for any breach of the terms of this Agreement occurring after the date on which they part with the whole of their freehold or leasehold estate in the Site (including its entire equity in it) whether by Agreement or operation of law, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the site will constitute an interest for the purposes of this clause 4.1
- 4.2 If any person liable to observe and perform the Owner’s obligations under this Agreement transfers only part of its freehold or leasehold estate in the Site whilst retaining part the provisions of clause 4.1 shall apply to those obligations which are intended to be performed on or in respect of the part transferred
5. The Owner hereby covenants with the Council that the Owner shall observe and perform (and that the Property shall be subject to) the Obligations set out in the Second Schedule hereto
6. The Council hereby covenants with the Owner that the Council shall observe and perform the covenants set out in the Fourth Schedule hereto
7. The County Council hereby covenants with the Owner that the County Council will observe and perform the covenants set out in the Seventh Schedule hereto
8. “the Council” and “the Owner” shall include their respective successors in function and title

9. The following expressions shall have the meanings hereby respectively assigned to them:

“Affordable Dwelling” means a dwelling which meets the Homes and Communities Agency standards required for grant funding unless otherwise agreed by the Council;

“the requisite number” of Affordable Dwellings shall be **TWENTY FOUR (24)** Dwellings (i) **TWELVE** of which shall each be for rent at affordable rent (as defined below) being **EIGHT (8)** x 1-bedroom and **FOUR (4)** x 2-bedroom and (ii) **TWELVE** of which shall each be for shared ownership, each to let on a lease (as defined below) being **FOUR (4)** x 1-bedroom and **EIGHT (8)** x 2-bedroom

or a different mix of the same as shall be approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

“Affordable Housing Commuted Sum” shall mean £150,000 (One Hundred and fifty thousand pounds in lieu of providing on –site an additional **TWO (2)** Affordable Dwellings

“Affordable Rent” means a rent that does not exceed the Tenants Services Authority Target Rent Level for the respective type of dwelling in the South Cambridgeshire area or such other rental levels as may be agreed in writing with the Council for the relevant Affordable Dwelling

“the Community Space Contribution” shall mean a contribution of **THIRTY THOUSAND AND SIXTY THREE POUNDS AND SEVENTY TWO PENCE (£30,063.72)** towards the off-site provision of community facilities necessitated by or otherwise arising from the Development in accordance with Policy DP/4 of the Local Development Framework Development Control Policies Development Plan Document and being the total sum comprising the product of the number of Dwellings multiplied by the relevant amount per Dwelling by type as set out in the Fifth Schedule hereto and 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

“Dwelling” shall mean any dwelling to be built upon the Property in accordance with planning permission granted pursuant to the Application

“the Education Contribution” shall mean a contribution towards improvements to Pre-School and Primary Educational Facilities and Libraries and Lifelong Learning serving the parish of Melbourn and being the sum of (i) **SEVENTY THREE THOUSAND AND EIGHTY POUNDS (£73,080.00)** for Pre-School Education and (ii)



**ONE HUNDRED AND ONE THOUSAND SIX HUNDRED AND FORTY POUNDS (£101,640.00)** for Primary Education and (iii) **FOUR THOUSAND AND NINETY POUNDS AND FORTY FIVE PENCE (£4,090.45)** for Library and Lifelong Learning as adjusted in accordance with movements in the Royal Institution of Chartered Surveyors Building Cost Information Service All-In Tender Index from the date hereof until the date on which payment of it is actually made in pursuance of the Second Schedule hereto.

“the Healthcare Contribution” shall mean the sum of **FORTY THOUSAND EIGHT HUNDRED AND THIRTY TWO POUNDS (£40,832.00)** to facilitate an extension to Orchard Surgery, New Road, Melbourn, Royston, Herts, SG8 6BX or to facilitate other works agreed in writing by the Council and the party making such contribution

“the Household Waste Receptacle Contribution” shall mean a 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 **FOUR THOUSAND FOUR HUNDRED AND FORTY EIGHTY POUNDS (£4,448.00)** 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

“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)

“Lease” means a lease in respect of any of the Affordable Dwellings in a form in accordance with the Tenant Services Authority Guidelines as shall be approved by the Council (such approval not to be unreasonably withheld or delayed) which shall be a shared ownership lease (as defined by Section 622 Housing Act 1985) but subject to the following:-

- (a) the initial term of the lease shall not be less than 125 years;
- (b) any rent or other payment for use and occupation in respect of the landlord’s retained interest shall not exceed the relevant proportion of affordable rent;
- (c) subject to sub-paragraph (b) above any rent charged in respect of the landlord’s retained interest for use or occupation of any dwelling shall, if variable in accordance with or by reference to any index or by reference to market rents, be subject equally to decrease as well as increase without premium (eg: plus 2%) over the index or market rents (as the case may be) if

the effect of such premium shall at the time it is applied cause the level of rent (or its relevant proportionate part) to exceed an affordable rent (as defined)

- (d) the initial share of the lessee shall not exceed 25% but the lessee may at his option increase his share to 100% subject otherwise to the terms of the lease
- (e) maintenance contributions in respect of management of the common parts of the development attributable to the relevant dwellings and any charges upon the lessee of the landlord's reasonable costs of repairs or insurance or the performance of other obligations for which the landlord shall be responsible under any shared ownership lease shall not be regarded as rent for the purposes of this agreement
- (f) the Lease, in the case of receipt from the lessee of notice of intention to assign, may make provision to restrict the price of any assignment to a proportion of the market value not greater than the lessee's interest in the dwelling

"Market Dwelling" means the dwellings constructed in accordance with the Planning Permission which are not Affordable Dwellings

"the Monitoring Contribution" shall mean a contribution towards the costs incurred by the Council in monitoring compliance with the Obligation being the sum of **THREE THOUSAND POUNDS (£3,000.00)** 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

"the off-site Public Open Space Contribution" shall mean a contribution of **EIGHTY SIX THOUSAND FOUR HUNDRED AND FOURTEEN POUNDS AND TWENTY THREE PENCE (£86,414.23)** for Children's Play Space and **SIXTY SIX THOUSAND TWO HUNDRED AND NINETEEN POUNDS AND SIXTY PENCE (£66,219.60)** for other Sports Facilities, towards the off-site provision and future maintenance of outdoor Children's and other Sports Play Space and informal open space infrastructure necessitated by or otherwise arising from the Development in accordance with Policy SF/10 of the Local Development Framework Development Control Policies Development Plan Document and being the total sum comprising the product of the number of Dwelling multiplied by the relevant amount per Dwelling by type as set out in the Sixth Schedule hereto and 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



“On Site Public Open Space” means the public open space to be provided on the Site and being a village green of approximately 1,150sq metres and in any event being no less than 1,145 square metres

“On Site Public Open Space Maintenance Contribution” means the sum of **ELEVEN THOUSAND POUNDS SIX HUNDRED AND NINETY FIVE POUNDS AND FIFTY PENCE (£11,695.50)** to be used for the future maintenance of the On Site Public Open Space

“Parish Council” means Melbourn Parish Council

“Public Open Space Scheme” means a document detailing the location, proposed layout and specification of the On Site Public Open Space and also a maintenance programme and regime in such regard

“Qualifying Person” shall mean:-

- (a) an individual who shall satisfy the Council that he or she is in housing need as defined by and/or described in the Council’s latest adopted policies (for far as may be relevant) and who shall prior to the grant of any tenancy or Lease or any agreement for a tenancy or a Lease or any assignment produce to the Registered Provider or other grantor written confirmation by the Council that such an individual is a Qualifying Person for this purpose, or
- (b) an individual on the current list (if any) of Qualifying Persons (deemed pre-certificated by the Council) provided by the Council (“Council’s List”) provided that the circumstances of the Qualifying Person shall not have materially changed from the date of the certificate or the Council’s List (as the case may be) to the date of grant of a tenancy, Lease or assignment such that he or she would cease to be in housing need (as defined) or on the Council’s List
- (c) is currently enrolled on the Choice Based Letting Scheme for housing allocations as administered by the Council

“Registered Provider” shall have the meaning ascribed by the Housing and Regeneration Act 2008

“Strategic Waste Infrastructure Contribution” shall mean a contribution towards the improvement or provision of household recycling centres serving or capable or serving the Development and being the sum of **FIVE HUNDRED AND THIRTY SIX POUNDS AND NINETY SIX PENCE (£536.96)** 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

10. The provisions contained herein and set out in the Second and Third Schedules 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
11. The Owner agrees to pay the Council's and the County Council's reasonable legal costs in connection with the preparation of this Agreement
12. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

**THE FIRST SCHEDULE  
The Property**

ALL THAT land and property situate and being land to the rear of Victoria Way, off New Road, Melbourn, Royston, Herts, SG8 6FE as is comprised within the registers of Title Number CB297472 and shown edged with a bold black line on the plan annexed hereto

**THE SECOND SCHEDULE  
The Obligations  
PART I: Affordable Housing**

1. The Owner covenants that no Dwelling shall be occupied until the freehold interest of such area of the Property as shall be sufficient to accommodate the requisite number of Affordable Dwellings and any garages car parking spaces and associated amenity land as shall be necessary to accord with the Council's adopted policies or standards for Affordable Dwellings ("the Affordable Housing Land") shall have been transferred free of financial incumbrance to a Registered Provider as may be approved in writing by the Council (such approval not to be unreasonably withheld or delayed) TOGETHER WITH free of charge to the Registered Provider all necessary rights of access over and connection with roads footways and drainage through foul and if appropriate surface water sewers and such other services as may be available at the Property generally (all such roads footways and sewers being capable of adoption as constructed) to the boundary of the Affordable Housing Land or to suitable connection points adjacent thereto through the Property from the relevant public infrastructure and further that **SIXTEEN (16)** Affordable Dwellings shall be constructed prior to occupation of the 26<sup>th</sup> Market Dwelling and the remaining **EIGHT (8)** Affordable Dwellings shall be constructed prior to occupation of the 33<sup>rd</sup> Market Dwelling



2. There shall be constructed upon the Affordable Housing Land only the requisite number of Affordable Dwellings
3. The Affordable Dwellings shall be occupied only upon assured tenancies at an Affordable Rent and/or Leases as provided herein or as may be agreed from time to time between the Council and the Registered Provider
4. The occupation of any Affordable Dwelling shall be limited to a Qualifying Person in the District of South Cambridgeshire **PROVIDED THAT** after a period of 8 weeks the Registered Provider may allow persons who are not Qualifying Persons to occupy any dwelling if throughout such period of 8 weeks there are no Qualifying Persons available and willing to take up occupation when an Affordable Dwelling becomes vacant and provided that such disposition is in accordance with the objects of the Registered Provider and provided always that people with a local connection to Melbourn will in any event be given first priority in the selection of any Qualifying persons
5. The Owner covenants that the nomination arrangements set out in the Third Schedule hereto shall apply
6. It is hereby expressly agreed between the parties hereto that the planning obligations set out in this Part of this Second Schedule shall not bind
  - (a) any mortgagee or chargee of any Affordable Dwelling or any receiver appointed by any such mortgagee or chargee (PROVIDED the interest held by such mortgagee, chargee or receiver arises as a result of a mortgage or charge granted over an individual Affordable Dwelling by a shared ownership lease to defray the cost of entering into a Lease); or
  - (b) any tenant acquiring a freehold or leasehold interest in an Affordable Dwelling pursuant to a statutory enfranchisement provision
  - (c) any shared ownership lessee of an Affordable Dwelling once "staircasing out" has been effected whereby (in the case of a house) such lessee acquires a 100% equity share in the Affordable Dwelling and either takes a transfer of the freehold reversion is transferred to someone else or (in the case of a flat) acquires a 100% equity share in the Lease and such lessee (or the lessee's nominee) either takes a new non-social housing lease of the Affordable Dwelling or retains the existing Lease; or
  - (d) any assignee where the shared ownership lessee has met the following three criteria –

- (i) he has served upon the Registered Provider written notice of intention to assign the whole dwelling Lease (other than by way of mortgage)
  - (ii) has not received within ten weeks thereof from the Registered Provider details of a nominee purchaser who shall be a Qualifying Person, and
  - (iii) has exchanged contracts with, or completed the assignment to the assignee (if there is no prior exchange of contracts), the assignee within a year from the date of service of the written notice of intention to assign
7. The Owner further covenants to pay the Affordable Housing Commuted Sum before the occupation of the 33<sup>rd</sup> Market Dwelling

#### **PART II: Community Space**

1. The Owner covenants with the Council that no more than 20 Dwellings shall be occupied unless the Owner shall first have paid to the Council 50% of the Community Space Contribution and no more than 40 Dwellings shall be occupied before the remaining 50% is paid
2. If the Community Space Contributions are not each paid in full by the triggers provided in paragraph 1 above the Owner shall in addition to the relevant part of such contribution pay interest on any unpaid amount 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 part of the contribution and interest is paid in full

#### **PART III: Healthcare**

1. The Owner covenants with the Council that no more than 40 (FORTY) Dwellings shall be occupied unless the Owner shall first have paid to the Council the Healthcare Contribution
2. If the Healthcare Contribution is not paid in full by the trigger provided in paragraph 1 above the Owner shall pay in addition to that contribution interest on any unpaid amount 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 contribution and interest is paid in full

#### **PART IV: Household Waste Receptacles**



1. The Owner covenants with the Council that no Dwellings shall be occupied unless the Owner shall first have paid to the Council the Household Waste Receptacles Contribution
2. If the Household Waste Receptacles Contribution is not paid in full by the trigger provided in paragraph 1 above the Owner shall pay in addition to that contribution interest on any unpaid amount 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 contribution and interest is paid in full

#### **PART V: Public Open Space**

##### **A. OFF-SITE PROVISION**

1. The Owner covenants with the Council that no more than **TWENTY (20)** Dwellings shall be occupied unless the Owner shall first have paid to the Council 50% of the Public Open Space Contribution and the balance being paid before occupation of the 40<sup>th</sup> Dwelling
2. If the relevant part of the Public Open Space Contribution is not paid in full by the triggers provided in paragraph 1 above the Owner shall in addition to the relevant contribution pay interest on any unpaid amount 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 contribution and interest is paid in full

##### **B. ON SITE PROVISION**

1. **The Owner covenants with the District Council as follows:**
  - 1.1 Prior to any works to the Development above damp proof course level (dpc) to submit to the District Council the Public Open Space Scheme for approval and for the avoidance of doubt no works to the Development above dpc shall not take place until such time as the Public Open Space Scheme has been approved in writing by the District Council
  - 1.2 Not to allow or permit the Occupation
    - (i) of any Dwellings fronting or otherwise adjacent to the On Site Public Open Space
    - (ii) of more than 30 Dwellings (if earlier than (i) above) until the whole of the On Site Public Open Space has been properly and fully laid out and made available for use by the residents of the Development in accordance with the approved Public Open Space Scheme and in accordance with all

current health and safety requirements

1.3 The Owner covenants subject to para 1.7 below to maintain the On Site Open Space Area for a minimum period of 12 months after notice of practical completion of the works for the On Site Open Space Area has been served on and accepted by the District Council and if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the replacement should be the same size and species or such other size and species as may be agreed with the District Council

1.3.2 At the end of the maintenance period referred to in clause 1.3.1 to serve written notice on the District Council that the 12 month period for maintenance has expired and subject to the District Council being reasonably satisfied on an inspection that all requirements of this clause have been satisfactorily carried out and the covenants performed the District Council shall issue a certificate to such effect provided that if the District Council is not so satisfied the Owners shall remain responsible for the proper maintenance of the area of open space in question as the case may be and the maintenance period for such land shall be extended until such time as the District Council certifies in writing that the outstanding work has been completed or the defects have

1.3.3 In the case of material default of compliance by the Owner as to the On Site Open Space Area the District Council (and separately the Parish Council if so designated by the District Council) shall have the rights (but shall be under no obligation in respect thereof), so far as shall be reasonably necessary to rectify any default in addition to all or any statutory powers it might have in this regard, and to do any of the following in respect of the On Site Open Space Area having first given (other than in the case of emergency works where no such notice shall be required) 28 days written notice to the Owner of its intention so to exercise the said rights of any of them :-

- (a) Enter upon the On Site Open Space Area with or without vehicles and equipment
- (b) Itself or themselves carry out such works as shall be appropriate in respect of such area including the removal of any matter or thing on that part of the site or the demolition of any building or structure thereon



- (c) Call for a transfer to the District Council (or to the Parish Council if so nominated by the District Council) with the institution of any Court proceedings if necessary
  - (d) Maintain the On Site Open Space Area in line with the On Site Open Space Scheme and to replace any relevant planting
  - (e) Claim all its or their reasonable costs from the Owner of entry of carrying out the works, of the transfer or transfers including the cost of any Court proceedings, and the costs of maintenance and of replacement aforesaid
- 1.3.4 The Owner covenants to dedicate or procure the dedication of the On Site Open Space Area to the use by the public for recreational purposes as public open space as defined by the Open Spaces Act 1906 on or before the completion of the laying out of the On Site Open Space Area provided always that for the avoidance of doubt the use of such land as public open space shall not preclude the rights of the District Council (or the Parish Council if so designated by the Council) to secure the good management of the same:-
- (i) The right to exclude any persons, animals, vehicles or equipment therefrom either temporarily or permanently (so far as shall not be inconsistent with public open space amenity use)
  - (ii) To prescribe such reasonable charges either for general or for particular use of all or any part thereof
  - (iii) Otherwise to make such management or proprietary conditions governing the use thereof as it shall in its absolute discretion think fit
- 1.3.5 The Owners shall pay the Parish Council's reasonable and proper legal costs of any transfer and any stamp duty land tax by virtue of any transfer pursuant to this Agreement
- 1.3.6 The Owners shall on any transfer to the Parish Council pursuant to this Agreement pay On Site Public Open Space Maintenance Contribution
- 1.3.7 The Owners shall use all reasonable endeavours to avoid locating any pipes culverts inspection chambers manholes for any drainage services in the area of the On Site Open Space Area provided always that this will not conflict with anything approved by the Council pursuant to the Planning Permission
- 1.4 Not to permit first Occupation of more than 30 of the Dwellings until an offer shall have been made to the Parish Council to transfer to it the On Site Public Open Space subject to the terms set out in paragraph 1.8 of this Schedule

- 1.5 Subject to para 1.6 and 1.7 below and as hereinafter provided not to permit first Occupation of the 50<sup>th</sup> Dwelling to be constructed until the On Site Public Open Space has been transferred to the Parish Council provided always the offer of transfer has been accepted by the Parish Council but if occupation of the 50<sup>th</sup> Dwelling would otherwise arise because there has not been 12 months maintenance for the purposes of para 1.3.1 above then the Occupation Restriction will then be by reference to the 60<sup>th</sup> Dwelling
- 1.6 In the event that the Parish Council does not accept a transfer of the On Site Public Open Space within 90 days of an offer to transfer on the terms set out in paragraph 1.8 of this Schedule being made in writing, the On Site Public Open Space may be transferred to a Management Company approved in writing by the Council but provided always that before any transfer to a Management Company fall-back arrangements shall first be put in place for each of the residents of the Development to be responsible for on-going maintenance of the On Site Public Open Space if the Management Company were to cease to exist or otherwise fail to properly maintain the On Site Public Open Space
- 1.7 It is agreed by all parties that during the period that the On Site Public Open Space is retained in the ownership of Brian Tyler then whilst the restrictions under para 1.5 (ie. limited occupation to the 50<sup>th</sup> Dwelling or the 60<sup>th</sup> Dwelling as appropriate) shall continue to apply it shall be a condition of any offer pursuant to para 1.4 above that the Transfer to the Parish Council is subject to a licence back to Brian Tyler such that he is able to maintain the On Site Public Open Space to a high standard and in accordance with the Public Open Space Scheme until the sale and/or lease of the 64<sup>th</sup> Dwelling
- 1.8 The transfer of the On Site Public Open Space shall be transferred upon the following terms:
- 1.8.1 In the case of transfer to the Parish Council, upon payment of consideration of £1 (one pound) and subject to the following:-
- (a) payment of the On Site Public Open Space Maintenance Contribution
  - (b) free from encumbrances (other than those disclosed at the date of this Deed) together with all necessary rights of access and easements
- 1.8.2 In the case of transfer to a Management Company, upon payment of consideration of £1 (one pound) and subject to the following:



- (a) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Site and each and every part thereof to the effect that the On Site Public Open Space shall not be used for purposes other than public recreation in perpetuity); and
- (b) free from encumbrances (other than those disclosed at the date of this Deed) together with all necessary rights of access and easements

#### **PART VI: Obligation Monitoring**

1. The Owner covenants with the Council that the Development shall not be commenced unless the Owner shall first have paid to the Council the Monitoring Contribution
2. If the Monitoring Contribution is not paid in full by the trigger provided in paragraph 1 above the Owner shall pay in addition to that contribution interest on any unpaid amount 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 contribution and interest is paid in full

#### **PART VII: Strategic Waste**

1. The Owner covenants with the County Council that no more than 40 (FORTY) Dwellings shall be occupied unless the Owner shall first have paid to the Council the Strategic Waste Contribution
2. If the Strategic Waste Contribution is not paid in full by the trigger provided in paragraph 1 above the Owner shall pay in addition to that contribution interest on any unpaid amount 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 contribution and interest is paid in full

#### **PART VIII: Education Contribution**

1. The Owner covenants with the County Council that the payment of the Pre-School Education and Primary School contributions elements of the Education Contribution will be made in four equal instalments with no more than 10, 20, 30 and 40 dwellings being occupied respectively before individual instalments are paid and for the Libraries and Lifelong element of the contribution 50% will be paid before occupation of the 20<sup>th</sup> Dwelling and the remaining 50% before occupation of the 40<sup>th</sup> Dwelling
2. If the relevant part of the Education Contribution is not paid in full by the trigger provided in paragraph 1 above the Owner shall pay in addition to that contribution interest on any unpaid amount 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 contribution and interest is paid in full

**THE THIRD SCHEDULE**  
**Nomination Rights**

1. Pursuant to Part I of the Second Schedule, as between the Registered Provider and the Council the following provisions shall govern the nominations/allocations of occupation of the Affordable Dwellings
2. The Registered Provider shall notify the Council in writing from time to time of any Affordable Dwelling that shall be vacant and available for occupation
3. The Registered Provider and the Council shall liaise as necessary with regard to local housing need generally and the list of Qualifying Persons
4. In cases where the Council shall have the right of nomination
  - (i) the Council will normally submit 3 names of nominees to the Registered Provider within 7 working days of receipt of written notice of a vacancy from the Registered Provider
  - (ii) it may however nominate the Registered Provider's preferred choice unless there shall in the opinion of the Council be good reasons for not doing so; in such cases the Council may within 7 working days as aforesaid nominate another person to whom the dwelling shall be allocated by the Registered Provider unless there shall be in the opinion of the Registered Provider be good reasons for not so allocating; and if the dwelling is not so allocated, the Registered Provider and the Council shall discuss further nominations by the Council for that dwelling
5. The Council and the Registered Provider shall have the following nomination rights in respect of the Affordable Dwellings

	<u>Nominations</u>
The initial allocation of each dwelling	The Council 100%
Thereafter	The Council 75% The Registered Provider 25%

**THE FOURTH SCHEDULE**  
**Council's Covenants**

1. The Council hereby covenants with the Owner 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



Owner 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 Owner 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

- The Council hereby further covenants with the Owner that it shall if requested by the Owner produce to the Owner 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 FIFTH SCHEDULE**

##### **Community Space Contribution Multipliers**

Sums per Dwelling type to be multiplied by the number of Dwellings of each type (by bedrooms) in order to calculate the Community Space Contribution:

<b>Dwellings with number of bedrooms</b>	<b>(£) Contribution per Dwelling</b>
One bed	284.08
Two bed	371.00
Three bed	513.04
Four bed	703.84

#### **THE SIXTH SCHEDULE**

##### **Public Open Space Contribution Multipliers**

Sums per Dwelling type to be multiplied by the number of dwellings of each type in order to calculate the Public Open Space Contribution:

<b>Dwellings with number of bedrooms</b>	<b>(£) Contribution per Dwelling</b>
One bed	743.82
Two bed	2,244.90
Three bed	3,104.38
Four bed	4,258.90

#### **THE SEVENTH SCHEDULE**

##### **County Council's Covenants**

##### **Repayment of contributions**

- The County Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the Education Contribution within ten years from the date of receipt of the same in accordance with this Deed (time being of the essence thereof) then the Education Contribution or part thereof

(as the case may be) shall become repayable on demand to the Owner with interest accrued from the said date of receipt at HSBC Bank PLC Base Rate (or that of their successors) 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 relating to the provision of the improvements hereinbefore referred to (in relation to any publicly funded school of whatever status) to which the Education Contribution is attributable in the absolute discretion of the County Council which Contract or Contracts shall be completed after the expiry of the said five year period any sum to be repaid to the Owner 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 improvements pursuant to such Contract or Contracts

2. The Owner hereby acknowledges and agrees that on or at any time after the date of this Agreement the said improvements referred to in the previous Clause hereof may at the County Council's absolute discretion be commenced or provided (in whole or in part) notwithstanding that the trigger point for payment of the Education Contribution should not have risen and (for the avoidance of doubt) the Owner shall only when such trigger point arises pay the Education Contribution in accordance with the provisions of this Agreement so as to reimburse the costs incurred in so providing the said improvement (if any) both prior and subsequent to such trigger point
3. The County Council hereby further covenants with the Owner that it shall if requested by the Owner produce to the Owner within 28 days of such request a statement of account as to how the Education Contribution or any part or parts thereof shall have been applied.
4. The County Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the Strategic Waste Infrastructure Contribution within ten years from the date of receipt of the same in accordance with this Deed (time being of the essence thereof) then the Strategic Waste Infrastructure Contribution or part thereof (as the case may be) shall become repayable on demand to the Owner with interest accrued from the said date of receipt at HSBC Bank PLC Base Rate (or that of their successors) 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 relating to the provision of the





SIGNED as a Deed by  
BRIAN TYLER  
in the presence of:-



Witness Signature: \_\_\_\_\_

Witness name: (block capitals

RICHARD PARRY.

Witness Address: \_\_\_\_\_

CLOSE





