

Draft Heads of Terms – Section 106 Agreement

Client: The Havebury Housing Partnership
Site: Land south of Brick Lane, Mepal, Ely, CB6 2AH
Date: May 2020

The logo for Havebury Housing Partnership is a blue oval containing the word "Havebury" in a large, white, sans-serif font, with "Housing Partnership" in a smaller, white, sans-serif font below it.

Havebury
Housing Partnership

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1 PARTIES

1.1 The Agreement will be between:

- 1) MR THOMAS BRAND, MRS NICOLA TUCK AND MRS SALLY RAINES of 112 Lancaster Way Business Park, Ely, CB6 3NX (referred to as “the Owners”) and;
- 2) THE HAVEBURY HOUSING PARTNERSHIP a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 (7648) regulated by the Regulator of Social Housing (LH4339) of Havebury House Western Way, Bury St Edmunds IP33 3SP (referred to as “the Developer”) and;
- 3) EAST CAMBRIDGESHIRE DISTRICT COUNCIL whose offices are at The Grange, Nutholt Lane, Ely CB7 4EE (referred to as “the Council”) and;
- 4) CAMBRIDGESHIRE COUNTY COUNCIL whose offices are at Shire Hall, Castle Hill, Cambridge, CB3 0AP (referred to as “the County”).

Together referred to as “the Parties”.

2 SOLICITORS REPRESENTING THE PARTIES

MR THOMAS BRAND, MRS NICOLA TUCK AND MRS SALLY RAINES

[TO BE CONFIRMED]

THE HAVEBURY HOUSING PARTNERSHIP LIMITED

[TO BE CONFIRMED]

EAST CAMBRIDGESHIRE DISTRICT COUNCIL

[TO BE CONFIRMED]

CAMBRIDGESHIRE COUNTY COUNCIL

[TO BE CONFIRMED]

3 STATUTORY AUTHORITY

- 3.1 The Agreement will be entered into pursuant to S106 of the Town and Country Planning Act 1990 (as amended) (“the 1990 Act”) and will contain planning obligations on behalf of the Developer capable of enforcement by the Council and County in respect of the development of the Site as described in paragraph 4.1 below.

- 3.2 The planning obligations will meet the statutory tests contained in Regulation 122 of the Community Infrastructure Levy Regulations 2010.

4 THE DEVELOPMENT

- 4.1 The Developer submitted a planning application in full form for the *“Erection of 55 dwellings with associated infrastructure, roads, open space, landscaping, electrical substation and natural play area, as well as vehicular and cycle / footpaths connection to Brick Lane (the Development) at land south of Brick Lane, Mepal”*.
- 4.2 The planning application submitted for the Development constitutes a new proposal for residential use and was submitted on 12 May 2020 via the Planning Portal and given the following reference: PP-08174203. The application (the “Planning Application”) has been assigned the following individually unique reference number [TO BE CONFIRMED] by the Council.

5 CONDITIONALITY

- 5.1 The obligations and restrictions contained within the Agreement will be conditional upon the prior satisfaction of the following events:
- 1) The grant of planning permission by the Council pursuant to the Planning Application; and
 - 2) The service of a written notice by the Owner or subsequent Purchaser on the Council that the Development is to be commenced or, if earlier, commencement of the Development by the carrying out of a material operation (as defined in the 1990 Act) but not including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys.

6 OBLIGATIONS OF THE DEVELOPER

- 6.1 The Developer understands that certain planning obligations will need to be secured through a Section 106 Agreement and that those will include –
- 1) Education Contributions
 - a. The sum of £ [TO BE CONFIRMED] in accordance with Cambridgeshire County Council’s S106 Supporting Statement dated [TO BE CONFIRMED].
 - 2) Public Open Space
 - a. The area shown on the site plan
 - b. To be adopted by a management company/maintained by the Developer

3) Highway Improvements

- a. Access to be created at Developer's expense in accordance with drawing reference: 49533/PP/001

4) Footpath Provision

- a. Footpath link from the site along Brick Lane to be constructed at the Developer's expense in accordance with drawing reference: 49533/PP/001

5) Affordable Housing

- a. 100% of the total residential dwellings on site to be affordable housing, split is provided below:
 - i. 25 dwellings Shared Ownership
 - ii. 30 dwellings Rented

6.2 The Developer will covenant with the Council (in accordance with the terms set out in this document) to deliver the planning obligations set out in paragraph 6.1 of this document.

6.3 The details of the planning obligations shall be determined in accordance with the relevant planning policies.

6.4 The detailed terms of the delivery of the planning obligations shall be negotiated between the Developer and the Council so as to ensure that the impact of the Development can be properly mitigated.

7 COSTS

7.1 Upon completion of the Agreement, the Developer will pay the Council's reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of the Agreement.

8 RELEASE AND SUBSTITUTION

8.1 It shall be a term of the Agreement that upon parting with its interest in the Site any party shall be released from all of its respective obligations, rights and duties under the terms of the Agreement insofar as they are referable to its ownership or relate to any such part of the Site (save in respect of any liability for any prior breach of the Agreement).