

DATED

5th February 2010
2009

BRIDGEMERE UK PLC

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

PLANNING OBLIGATION

under Section 106 Town & Country Planning Act 1990
in respect of land at Bayer Cropscience
Hauxton Cambridge

THIS DEED is made the

5

day of

February

2010
2009

BETWEEN:

- (1) **BRIDGEMERE UK PLC** (Company Number 5647630) whose registered office is at Bridgemere House Chester Road Preston Brook Cheshire WA7 3BD ("the **Owner**") and
- (2) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall Cambourne Business Park Cambourne Cambridge CB23 6EA ("the **Council**")

1. DEFINITIONS AND CONSTRUCTION OF THIS DEED

- 1.1 In this Deed the following words and phrases shall where the context so admits have the following meanings:

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

"**Applicant**" means Harrow Estates plc

"**Application**" means the application for planning permission for demolition of buildings and remediation of land and formation of a development platform which application was registered on 1 December 2006 submitted by the Applicant to the Council for the Development and allocated reference number S/2307/06/F

"**Atkins**" means WS Atkins plc (Company Number 1885586) whose registered office is situate at Woodcote Grove Ashley Road Epsom Surrey KT18 5BW

"**Atkins Collateral Warranty**" means a collateral warranty in the form set out in Appendix 1 or such other form as shall be approved by the Council

"**Challenge**" means either:-

- (a) an application made for judicial review by a third party arising from the grant of Planning Permission or
- (b) an application for judicial review arising from a refusal by the local planning authority to grant Planning Permission by the Owner or a party on its behalf or
- (c) an application made under Section 288 of the Act

and includes any appeal to a higher court made against a judgement in a lower court

"**Commencement Date**" means the date upon which any material operation (as defined by Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of any temporary means of enclosure or other security measures the temporary display of site notices or advertisements and "**Commence**" and "**Commencement**" shall be construed accordingly

"**Consultative Committee**" means the liaison forum/consultative committee formed pursuant to clause 7

“Development” means the development of the Site as set out in the Application

“Plan” means the plan attached to this Deed and marked as such

“Planning Permission” means the planning permission subject to conditions to be granted by the Council pursuant to the Application substantially in the form of the draft planning permission attached to this Deed

“Secretary of State” means the Secretary of State for Communities and Local Government or such other person as shall for the time being have statutory responsibility for the control of planning under the Act

“Site” means land at Bayer Cropscience Cambridge Road Hauxton Cambridge Cambridgeshire for the purpose of identification only shown edged in red on the Plan

“Vertase FLI” means Vertase FLI Limited (Company Number 3944198) whose registered office is situate at 330 Bristol Business Park Cold Harbour Lane Bristol BS16 1EJ

“Vertase Collateral Warranty” means a collateral warranty in the form set out in Appendix 2 or such other form as shall be approved by the Council

“Working Day” means any day from Monday to Friday (inclusive) which is not a statutory bank or public holiday or a day on which clearing banks are not open for normal business and does not include the dates 23 December to 1 January inclusive

- 1.2 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.4 Words of the masculine gender the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 1.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council any successors of its statutory functions

2. RECITALS

- 2.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated
- 2.2 The Owner is the freehold owner of the Site free from incumbrances and the Owner's title to the Site is registered at The Land Registry under Title Number CB293879 (part)
- 2.3 The Applicant has with the consent of Owner made the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- 2.4 The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed

3. LEGAL BASIS

- 3.1 This Deed is entered into pursuant to Section 106 of the Act and insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000
- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations for the purposes of Section 106(1) of the Act in respect of the Site and are enforceable by the Council as the local planning authority against the Owner or any person deriving title under it

4. MISCELLANEOUS

- 4.1 The provisions of this Deed shall only come into effect if the Planning Permission is granted pursuant to the Application
- 4.2 The provisions of clause 6 shall be effective on the date specified in such clause. Subject to the provisions of clause 4.1 the provisions of clause 4 shall come into effect on the date hereof
- 4.3 No person shall be liable for any breach of the planning obligations or other provisions contained in this Deed after it shall have parted with its entire interest in the Site or the relevant part of the Site in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant arising prior to parting with such interest)
- 4.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
 - 4.4.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
 - 4.4.2 the Planning Permission shall expire prior to the Commencement of Development; or

- 4.4.3 the site is developed under a new planning permission (other than one issued under S73 of the Act for variation of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and the Planning Permission is not Commenced
- 4.5 This Deed is a local land charge and shall be registered as such by the Council
- 4.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 other than by the parties to this Deed and their successors in title assigns and mortgagees
- 4.7 Subject to the provisions of clauses 4.1 4.2 4.3 the Owner hereby covenants with the Council in the terms set out at clauses 6 7 and 8
- 4.8 The Council covenants with the Owner in the terms set out at clause 7
- 4.9 Wherever in this Deed there is reference:-
- 4.9.1 to the Council giving its agreement approval consent or expression of satisfaction to the Owner under this Deed to any matter or scheme that reference is on the basis that such approval agreement consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given on behalf of the Council by the Corporate Manager for Planning and Sustainable Communities or their relevant successor
- 4.9.2 to the Owner giving its agreement approval consent or expression of satisfaction to the Council under this Deed that reference is on the basis that such approval agreement consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 4.10 Any dispute between the Owner and the Council as to any matter the subject of this Deed shall failing resolution by discussion and mutual agreement be referred to an appropriate independent expert (who shall either be agreed between the Council and the Owner or failing agreement appointed on the application of the Council or the Owner by the President for the time being of the Royal Institution of Chartered Surveyors (or any person acting with his authority)) and the decision of the expert shall be final and binding (save in case of manifest error) and his costs shall be borne as he shall direct
- 4.11 This Deed may be executed in any number of counterparts each of which is an original and all of which together evidence the same deed
- 4.12 The Council will following the performance and satisfaction of all the obligations of the Owner to the Council contained in this Deed issue written confirmation thereof and shall forthwith cancel all related entries in the Register of Local Land Charges in respect of this Deed
- 4.13 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council not exceeding the sum of £750 incurred in the negotiation and completion of this Deed
- 4.14 Any notices required to be served under this Deed shall be deemed to have been properly served if sent by prepaid recorded delivery to the principal address or registered office (as appropriate) of the relevant party

- 4.15 Any notice served under clause 4.14 shall be deemed to have been duly served two (2) Working Days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was posted)
- 4.16 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 4.17 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 4.18 Nothing in this Deed shall prohibit limit or prejudice the rights and obligations of the parties to this Deed from entering into further legal agreements for the provision and adoption of open space/amenity areas or highway and drainage and associated works on the site for themselves and their successors in title

5. CONDITIONALITY

This Deed is conditional upon:-

5.1 the grant of Planning Permission (without any Challenge having been made so as to leave the Planning Permission extant or if such Challenge has occurred when such Challenge has been finally disposed of so as to leave the Planning Permission extant)

5.2 the Commencement of Development

save for the provisions of clauses 4.13, 4.14, 4.15, 4.16, 7, 11, 12, 13 and 14 which shall come into effect immediately upon completion of this Deed

6. REMEDIATION SIGN OFF

6.1 The Owner shall prior to the Commencement of Development secure:-

- 6.1.1** a letter from Atkins or other consultants with the necessary SiLC accreditation and first approved in writing by the Council ("the Consultant") confirming that it will agree to provide impartial and independent expert advice to the Owner with regard to validation of the approved remediation of the Site which will be carried out in accordance with the requirements of Planning Policy Statement 23 and Contaminated Land Report 11 detailing model procedures for the management of contaminated land issued by DEFRA and the Environment Agency such letter shall also confirm that following the completion of the remediation of the Site in accordance with such requirements the Consultant will issue to the Owner a validation report ("the Validation Report") confirming that remediation of the Site in accordance with such requirements has been achieved and that the Site is suitable for residential and commercial development (which letter shall be copied to the Council forthwith on receipt by the Owner); and
- 6.1.2** completion of an Atkins Collateral Warranty in favour of the Applicant (or such other third party approved by the Council); and
- 6.1.3** completion of an assignment of such Atkins Collateral Warranty in favour of the Council such assignment being one of two assignments permitted under the provisions of clause 5 of the Atkins Collateral Warranty; and

- 6.1.4 agreement from Vertase F.L.I. or other suitably qualified and experienced remediation contractor first approved in writing by the Council ("the Contractor") that the Contractor will enter into a Vertase Collateral Warranty in favour of the Council; and
- 6.1.5 completion of a Vertase Collateral Warranty in favour of the Council.
- 6.2 The Owner agrees with the Council that it will not Commence the residential and commercial development of the Site until a copy of the Validation Report has been provided to the Council.

7. CONSULTATIVE COMMITTEE

The Owner covenants and agrees with the Council to establish as soon as reasonably practicable after the grant of the Planning Permission a local liaison forum/consultative committee including representatives of the Owner and any company or body carrying out the Development and to invite representatives of the Council, the County Council, the Parish Council, the Environment Agency, English Nature, The Wildlife Trust and any other bodies directly related to or involved in the Development of the Site which bodies shall first be agreed between the Owner and the Council to join such local liaison forum/consultative committee. There shall be nothing to prevent new bodies subsequently being invited to join the local liaison forum/consultative committee subject to the same criteria applying and such new bodies being agreed between the Owner and the Council. Such local liaison/consultative committee shall monitor progress of the Development and the subsequent operation of the Site and provide a means to consider matters of local concern relating to the Site Provided always that the Council and/or the County Council shall not have any obligation to fund such local liaison/consultative committee forum at any time. The aims and objections of the local liaison forum/consultative committee unless otherwise agreed between the Council and the Owner shall be those summarised in the Schedule to this Deed

8. RESTRICTION ON DEVELOPMENT

The Owner shall not without the written consent of the Council carry out any Development within the parts of the Site coloured yellow on the Plan

9. THE COUNCIL'S COVENANTS

- 9.1 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations of the Owner to the Council contained in this Deed when satisfied that such obligations have been performed
- 9.2 The Council shall use its best endeavours to issue the Planning Permission substantially in the form annexed to this Deed as soon as possible after the date of execution of this Deed

10. WAIVER

No waiver (whether expressed or implied) by the Council (or the Owner) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall

prevent the Council (or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

11. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council written notice of any change in ownership of its interest in the Site as soon as is reasonably practicable following such change occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not)

12. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly given

13. JURISDICTION

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

14. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS whereof the Owner and the Council have executed this planning obligation as a Deed the day and year first before written

THE SCHEDULE

AIMS AND OBJECTIVES OF THE CONSULTATIVE COMMITTEE

The main purpose of the Consultative Committee is to facilitate communication and understanding between interested parties. Set out below are the initial Aims and Objectives for the Consultative Committee and some general points as to the operation of the Consultative Committee.

1. Objectives of the Consultative Committee

To provide an informal forum to appraise representatives of interested parties of progress of Development on the Site.

- To give local representatives of interested parties an opportunity to discuss any matters arising from operations on the Site
- To enable any questions that they might have to be addressed by the Owner and/or regulatory bodies

2. Aims of the Consultative Committee

- a. Maintain liaison and rapport between the Owner the Council the County Council the Parish Council and the local community
- b. Develop lines of communication between the Owner the Council the County Council the Parish Council and local community in order that the major issues and items of concern can be addressed directly and efficiently
- c. Provide a forum for discussion and where possible a resolution of problems not achieved by b.
- d. Provide a means of communicating progress on the Site through site visits and discussion of monitoring of the Site and the Owner's compliance with the approved scheme of operations as detailed in the Planning Permission and this Deed
- e. Provide an opportunity to inform interested parties of any new proposals or any submissions to amend or vary the approved scheme of Development
- f. Provide a forum to discuss particular aspects of the operations on the Site and where appropriate invite participation by specialist bodies

3. General

- a. Only matters relating directly to the Site and its environs shall be discussed
- b. A Chairperson and Secretary shall be appointed at the first meeting of the Consultative Committee. Professional representatives of regulatory bodies cannot be considered for the Chairmanship of the Consultative Committee
- c. Minutes shall be kept by the Secretary and subsequently approved by the Consultative Committee. Minutes and Agenda to be circulated at least 1 week before next meeting
- d. The Consultative Committee is not empowered to take executive decisions or vote on any item

EXECUTED as a **DEED** by
BRIDGEMERE UK PLC
acting by:



Director

Director/Secretary



EXECUTED as a **DEED** by affixing
the **COMMON SEAL** of
SOUTH CAMBRIDGESHIRE
DISTRICT COUNCIL in the
presence of:


Chief Executive



202987

**APPENDICES TO A SECTION 106 AGREEMENT
IN RESPECT OF LAND AT THE FORMER BAYER CROPSCIENCE SITE AT
HAUXTON CAMBRIDGE**

1. Atkins Collateral Warranty.
2. Vertase Collateral Warranty.
3. Plan.
4. Draft Planning Permission.

DATED

2009

Vincent
The
D.L.W.

ATKINS LIMITED

and

BRIDGEMERE LAND PLC

CONSULTANT'S WARRANTY AGREEMENT

in respect of land off
Cambridge Road and Church Road,
Hauxton, Cambridge, CB2 5HU

Prepared by:
Harrow Estates plc
Bridgemere House
Chester Road
Preston Brook
Cheshire
WA7 3BD

Tel: 01928 797900
Fax: 01928 797800

THIS AGREEMENT

is made the.....day of.....2009

BETWEEN:-

- (1) Atkins Limited (company registration number 688424)

whose registered office is situated at Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW ("the Consultant"), and

- (2) Bridgemere Land plc (company registration number 4298202)

whose registered office is situated at Bridgemere House Chester Road Preston Brook Cheshire WA7 3BD ("the Beneficiary" which term shall include all permitted assignees under this Agreement).

WHEREAS:-

- A. By an appointment agreement ("the Appointment") dated 23 June 2006 Bridgemere UK plc ("Bridgemere") and Harrow Estates plc ("Harrow") (herein jointly referred to as "the Employer") have appointed the Consultant to provide professional services (the "Services") in relation to land off Cambridge Road and Church Road, Hauxton, Cambridge, CB2 5HU (the "Site"), as more particularly provided in the Appointment.
- B. The Beneficiary as first purchaser from Bridgemere of the part of the Site edged red on the plan annexed hereto has an interest in the Services provided by the Consultant.
- C. Pursuant to the Appointment the Consultant has agreed to enter into this Agreement with the Beneficiary.

NOW IN CONSIDERATION OF THE PAYMENT OF TEN POUNDS (£10) BY THE BENEFICIARY TO THE CONSULTANT (RECEIPT OF WHICH THE CONSULTANT HEREBY ACKNOWLEDGES) IT IS HEREBY AGREED as follows:-

1. Expressions defined in the Appointment shall have the same meanings when used in this Agreement.
2. The Consultant warrants to the Beneficiary that:-
 - 2.1 in the performance of the Services to the Employer under the Appointment it has exercised and will continue to exercise all the reasonable skill, care and attention to be expected of a competent and qualified professional consultant experienced in performing services for works of a similar nature, value, complexity and timescale to the Services;
 - 2.2 it has taken out and will maintain for a minimum period of twelve years commencing upon completion of the Services professional indemnity insurance with a limit of indemnity of not less than £10,000,000, (ten million pounds), for each and every claim or series of claims arising out of any one event and £10,000,000, (ten million pounds), in the aggregate for claims arising out of pollution or contamination, providing always that such insurance remains available to the Consultant's profession at commercially reasonable rates and upon commercially reasonable terms. As and when it is reasonably requested to do so by the Beneficiary the Consultant shall produce for inspection documentary evidence that such insurance has been effected and is being maintained. In the event that such insurance ceases to be available to the Consultant's profession at commercially reasonable rates and upon commercially reasonable terms, the Consultant shall immediately give notice to the Beneficiary and, in the absence of such insurance, propose to the Beneficiary for its acceptance alternative means for protecting the position of the Beneficiary at no additional cost to the Beneficiary.
3. Where the copyright in any designs, drawings, reports, calculations, bills of quantities and other documents which the Consultant prepares or which are prepared on behalf of the Consultant in connection with the Site is vested in the Consultant the Consultant hereby grants to the Beneficiary an irrevocable, perpetual, royalty-free, non-exclusive licence to copy and use any designs, drawings, reports, calculations, bills of quantities and other documents and the content of them for any purpose relating to the Site. Where the copyright in such designs, drawings, reports, calculations, bills of quantities and other documents is not vested in the Consultant the Consultant shall procure the grant of this licence by the copyright holders to the Beneficiary. Such licence shall continue to subsist notwithstanding the termination (for any reason) of the Appointment. The Consultant shall have no liability for any claim arising from any use of the designs, drawings, reports, calculations, bills of quantities and other documents for any purpose other than that for which they were prepared.
4. The Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the Appointment.

5. The Beneficiary shall be entitled to assign this Agreement without the consent of the Consultant on two occasions and such consent shall only be effective upon written notice thereof being given by the Beneficiary to the Consultant. No further assignment shall be permitted without the written consent of the Consultant.
6. The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability as it would have against the Employer under the Appointment.
7. Any notice to be given hereunder shall be deemed to be duly given when delivered by hand to the other party at its registered office or if sent by registered post or recorded delivery such notice shall be deemed to have been received (subject to proof to the contrary) 48 hours after being posted to the other party at its registered office address.
8. No action or proceedings for any breach of this Agreement shall be commenced against the Consultant after the expiry of twelve years commencing upon completion of the Services.
9. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement was executed as a Deed and delivered the day and year first above written

By the **Consultant** acting by a Director and its Company Secretary*/ two Directors* whose signatures are here subscribed:

Namely_____Director

[Signature]_____

And

Namely_____Director*/ Company Secretary*

[Signature]_____

*Delete as appropriate

By the **Beneficiary** acting by two authorised signatories whose signatures are here subscribed:

Namely_____Authorised Signatory

[Signature]_____

And

Namely_____Authorised Signatory

[Signature]_____



Viewed

And

CONTRACTOR'S WARRANTY AGREEMENT

in respect of

SOIL & GROUNDWATER REMEDIATION WORKS

at

FORMER BAYER CROPSCIENCE LIMITED PROPERTY,
CAMBRIDGE ROAD, HAUXTON, CAMBRIDGE, CB22 5HU

Between

VERTASE F.L.I. LIMITED

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

Prepared by:
Harrow Estates Plc
Bridgemere House
Chester Road
Preston Brook
Cheshire
WA7 3BD

Tel: 01928 797900
Fax: 01928 797800
(Ref: JRCM)

WARRANTY AGREEMENT

THIS DEED

is made the.....day of.....20

BETWEEN:-

(1) Vertase F.L.I. Limited (English Registered Company No. 3944198)

whose registered office is situated at

330 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ ("the Contractor"), and

(2) South Cambridgeshire District Council

of South Cambridgeshire Hall Cambourne Business Park Cambourne Cambridge CB23 6EA

("the Beneficiary" which term shall include all permitted assignees under this Agreement).

WHEREAS:-

(A) Pursuant to a contract dated ("the Contract") between

("the Employer") and the Contractor the Contractor has undertaken with the Employer to carry out soil and groundwater remediation works as are more particularly described in the Contract ("the Works") in connection with the development of land at the former Bayer CropScience Limited premises off Cambridge Road, Hauxton, Cambridge, CB22 5HU, (the "Site") which is intended to be developed for residential housing and commercial uses ("the Development").

(B) The Beneficiary is the local authority and environmental regulator.

NOW IN CONSIDERATION OF THE PAYMENT OF TEN POUNDS (£10) BY THE BENEFICIARY TO THE CONTRACTOR (RECEIPT OF WHICH THE CONTRACTOR HEREBY ACKNOWLEDGES) IT IS HEREBY AGREED as follows:-

1. Expressions defined in the Contract shall have the same meanings when used in this Deed.
2. The Contractor warrants to the Beneficiary that it has carried out and will carry out the duties and obligations on its part to be performed under the Contract and that in performing the same it has used and will use the skill and care reasonably to be expected of a suitably qualified and experienced contractor undertaking works the like of those undertaken by the Contractor under the Contract in relation to projects of a similar nature, value, complexity and timescale to the Works.
3. Where the copyright in any designs, drawings, reports, calculations, bills of quantities and other documents which the Contractor prepares or which are prepared on behalf of the Contractor in connection with the Site or the Development (herein referred to as "the Documents") is vested in the

Contractor the Contractor hereby grants to the Beneficiary an irrevocable, perpetual, royalty-free, non-exclusive licence to copy and use the Documents and the content of them for any purpose relating to the Site or the Development and to grant sub-licences in the terms of this licence but the copyright therein shall remain vested in the Contractor. Where the copyright in the Documents is not vested in the Contractor the Contractor shall procure the grant of this licence by the copyright holders to the Beneficiary. Such licence shall continue to subsist notwithstanding the determination (for any reason) of the Contractor's employment under the Contract. The Contractor shall have no liability for any claim arising from any use of the Documents for any purpose other than that for which they were prepared.

4. The Beneficiary has no authority to issue any direction or instruction to the Contractor in relation to the Works.
5. The Beneficiary shall be entitled to assign without the consent of the Contractor on not more than two occasions to any person acquiring the interest of the Beneficiary in the Site or the Development or any part of them or acquiring any subordinate interest all of its rights under this Deed and in this Deed references to the Beneficiary shall wherever the context admits include its assigns. The Contractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance herewith is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.
6. This Deed shall not negate nor diminish any duty or liability otherwise owed by the Contractor to the Beneficiary or to the Employer.
7. No approval or inspection of the Works or of any designs, drawings, reports, calculations, bills of quantities and other documents which the Contractor prepares or which are prepared on behalf of the Contractor in connection with the Site nor any testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate nor diminish any duty or liability of the Contractor arising under this Deed.
8. Any notice to be given hereunder shall be given in writing and shall be deemed to be duly given when delivered by hand to the other party at its registered office or if sent by registered post or recorded delivery such notice shall be deemed to have been received (subject to proof to the contrary) 48 hours after being posted to the other party at its registered office address.
9. No action or proceedings for any breach of this Deed shall be commenced against the Contractor after the expiry of twelve years commencing upon Completion of the Works.
10. This Deed shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
11. In this Deed, except where the context shows otherwise, words in the singular also mean in the plural and words denoting the masculine gender shall also be construed in the feminine and neuter forms and each shall be construed interchangeably. Except where the context shows otherwise, a reference to a natural person shall be deemed to include any individual, firm, partnership, company and any other body corporate and each shall be construed interchangeably.

IN WITNESS WHEREOF this agreement was executed as a Deed and delivered the day and year first above written

By Vertase F.L.I. Limited acting by a Director and its Company Secretary*/ two Directors* whose signatures are here subscribed:

Namely_____Director

[Signature]_____

And

Namely_____Director*/ Company Secretary*

[Signature]_____

*Delete as appropriate

By the Beneficiary acting by two authorised signatories whose signatures are here subscribed:

Namely_____Authorised Signatory

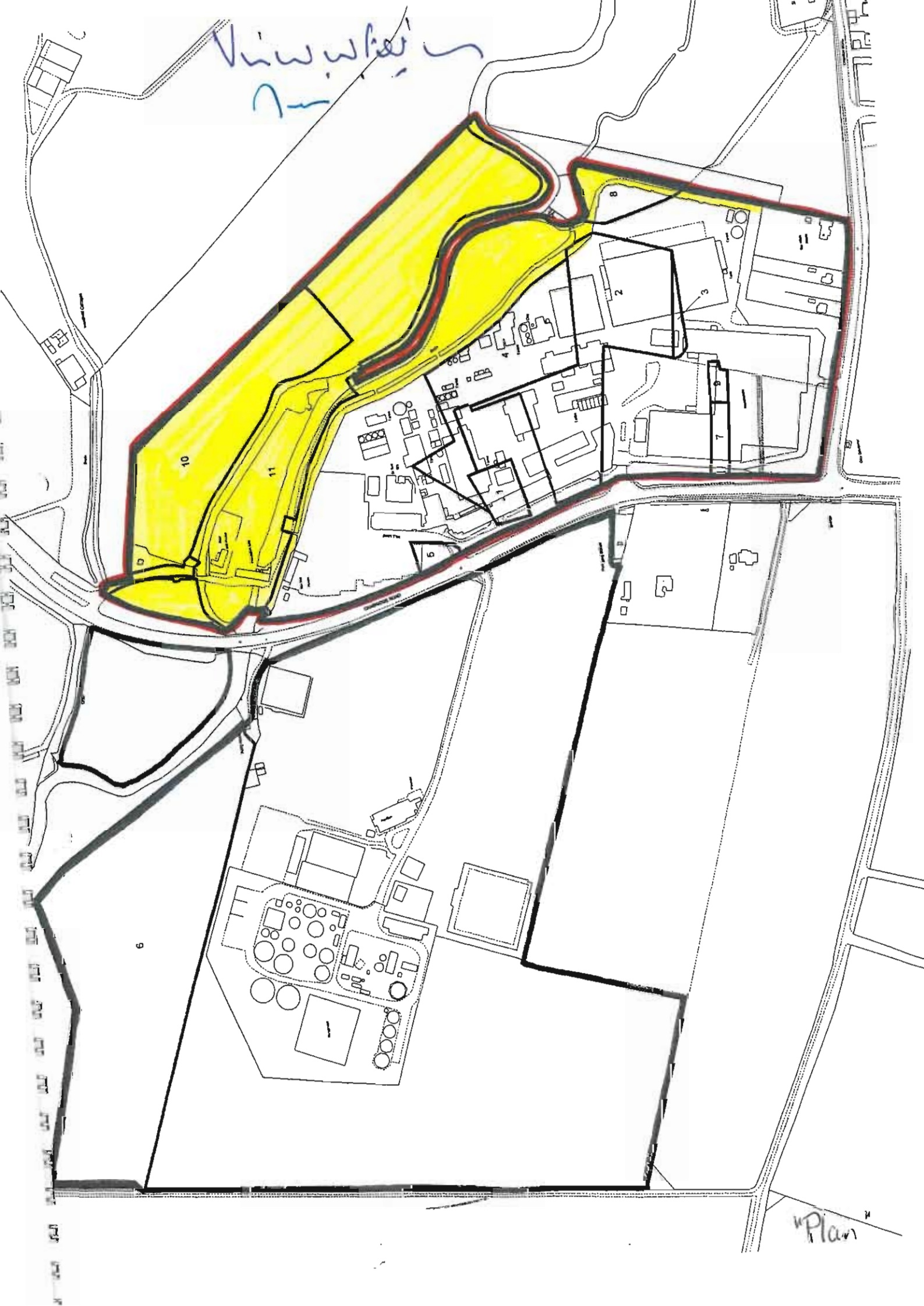
[Signature]_____

And

Namely_____Authorised Signatory

[Signature]_____

Viewpoint
A



Plan

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION
SUBJECT TO CONDITIONS

TO: Mr Richard Newsome
GVA Grimley LLP
10 Stratton Street
London
W1J 8JR

The Council hereby grants permission for the Demolition of Building (including 90, 92 and 96 Church Road), Remediation of Land and Formation of a Development Platform

at Land to the East of the A10 Known as the Former Bayer CropScience Ltd Site, Hauxton (for Harrow Estates Plc)

In accordance with your application dated 1st December 2006 and the plans, drawings and documents which form part of the application, subject to conditions set out below.

1. **The development must be begun not later than the expiration of 3 years beginning with the date of this permission.**
(Reason - To prevent the accumulation of planning permissions; to enable the Local Planning Authority to review the suitability of the development in the light of altered circumstances; and to comply with Section 51 Planning and Compulsory Purchase Act 2004.)
2. **Remediation approved by this planning permission shall be carried out in accordance with the Remediation Method Statement April 2009 - Revision 6 and the remedial targets contained within the Statement. No changes to the agreed target concentrations shall be accepted without full justification in the form of a Quantitative Risk Assessment being submitted to and agreed in writing by the Local Planning Authority.**
(Reason - To prevent the increased risk of pollution of the environment or harm to human health.)
3. **No spoil or material shall be deposited or stored in the floodplain, nor any ground raising allowed within the floodplain, until the flood relief channel referred to in Condition 7 has been implemented or unless expressly authorised in writing by the Local Planning Authority.**
(Reason - To prevent increased risk of flooding due to impedance of flood flows and reduction of flood storage capacity.)

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION
SUBJECT TO CONDITIONS

4. As soon as remediation commences to give written notice to the Local Planning Authority and thereafter progress reports shall be submitted to the Local Planning Authority and the Environment Agency at not less than monthly intervals. These should include all monitoring results detailed within the Remediation Method Statement including laboratory analysis and weekly ground water level contour maps. As part of the characterisation stage of the treatment train a single representative sample from each grid square area of the development as shown on drawing D907 07 included in the Remediation Method Statement shall be analysed by an agreed method of gas chromatography/mass spectrometry scans for the purpose of identifying any contaminants not previously identified during site investigations. Any such contaminants identified shall be dealt with in accordance with Condition 9.
(Reason - To ensure that risks from contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that any development can be carried out safely without unacceptable risks to workers, occupiers, neighbours and other offsite receptors.)
5. No works shall be undertaken on the Bentonite wall, other than investigative works to establish its condition. Upon the conclusion of such investigations a method statement including an options appraisal shall be submitted in writing to the Local Planning Authority detailing proposals for a long-term solution for the Bentonite wall. Once approved in writing by the Local Planning Authority such works as proposed shall be carried out in strict accordance with the method statement.
(Reason - To prevent the increased risk of pollution of the environment or harm to human health.)
6. No raising of ground levels shall take place until the Flood Relief Channel referred to in Condition 7 has been constructed and is fully operational.
(Reason - To ensure no loss of flood storage due to the proposed development.)
7. The physical dimensions of the Flood Relief Channel, Inlet Weir and Outlet control shall be strictly constructed in accordance with drawing nos. 17657/R/CVD/002/B and 17657/R/CVD/003/A and modelling report dated September 2007 (see informative below) unless otherwise agreed in writing by the Local Planning Authority. Any changes in these dimensions will require further modelling in order to ensure no increased flood risk elsewhere and shall be agreed in writing by the Local Planning Authority.
(Reason - In order to ensure the Flood Relief Channel is operational, as designed, during times of flood.)

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8. As part of the remediation approved by this planning permission monitoring and sampling will be required to demonstrate the effectiveness of the remediation and the control of groundwater, to ensure that any migration of contaminants either inward or outward of the development site will be identified and managed, in accordance with the Remediation Method Statement April 2009 – Revision 6 [or any revisions to such Remediation Method Statement approved in writing by the Local Planning Authority.]

Such monitoring and sampling shall be undertaken during the period whilst the remediation works are carried out and for a minimum period of 6 months following the completion of the remediation works. The Local Planning Authority may require the period of 6 months to be extended by notice in writing in any circumstances where it considers that doubt exists as to the effectiveness of the remediation. (Reason - To ensure that risks from contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that any development can be carried out safely without unacceptable risks to workers, occupiers, neighbours and other offsite receptors.)

9. In the event that contamination is found at any time when carrying out the approved development, that was not previously identified it must be reported in writing immediately to the Local Planning Authority and:-
- (a) An investigation and risk assessment must be undertaken by competent persons as soon as practical and in any event within 28 days of such report (or such longer period as shall be agreed in writing by the Local Planning Authority) and which shall be copied forthwith to the Local Planning Authority; and
 - (b) A written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:
 - (i) a survey of the extent, scale and nature of contamination not previously identified;
 - (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archeological sites and ancient monuments,
 - (iii) an appraisal of remedial options, and proposal of the preferred option(s).

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This must be conducted in accordance with DEFRA and the Environment Agency's "Model Procedures for the Management of Land Contamination, CLR 11"

Where remediation in respect of such contamination not previously identified is necessary a supplemental strategy to the Remediation Method Statement referred to in Condition 2 above shall be submitted to and approved in writing by the Local Planning Authority. The approved supplemental strategy shall be implemented in accordance with the details approved.

Following completion of measures identified in the approved supplemental strategy referred to above, a verification report in respect of such measures shall be submitted to and approved in writing by the Local Planning Authority in accordance with Condition 10

The Local Planning Authority may, within 28 days of receiving notice that contamination has been found that was not previously identified and/or within 7 days of receiving the investigation and risk assessment provided under (a) above, require the works in the immediate area affected by the unforeseen contamination to be halted to the extent specified by written notice and which notice may provide that works shall be halted until completion and approval of a report approved under (b) above.

(Reason - To ensure that risks from contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that any development can be carried out safely without unacceptable risks to workers, occupiers, neighbours and other offsite receptors.)

10. Other than development connected with the remediation works hereby permitted no development shall commence until the completion of the remediation works hereby permitted and until the approval in writing by the Local Planning Authority of a verification report ("the Verification Report"). The Verification Report shall not be submitted to the Local Planning Authority until completion of the monitoring and sampling period specified by condition 8 which monitoring and sampling demonstrates the effectiveness of the remediation carried out. The Verification Report shall address all monitoring and sampling carried out and shall demonstrate that the remediation works has been completed and the effectiveness of the remediation works. The verification requirements and the preparation of the Verification Report shall be conducted in accordance with DEFRA and the Environment Agency's "Model procedures for the Management of Land Contamination, CLR 11". The Verification Report submitted for approval shall include details of a scheme for post remediation surface water drainage management and maintenance and shall also include details of any necessary post remediation monitoring ("the Post Remediation Scheme").

(Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that any development can be carried out safely without unacceptable risks to workers, occupiers, neighbours and other offsite receptors.)

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11. Any necessary Post Remediation Scheme recommended in the Verification Report shall be implemented in accordance with its requirements.
(Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that any development can be carried out safely without unacceptable risks to workers, occupiers, neighbours and other offsite receptors.)
12. Any soil materials brought on to the site shall be subject to appropriate sampling and analysis by a suitably qualified person. Details of the sampling and analysis shall be submitted to the Local Planning Authority for approval in writing within one month of the soils arrival on site and in the Verification Report.
Please note that sampling and analysis certificates submitted by the supplier of the soil material will not be accepted.
(Reason - To ensure that any materials brought on to the site are not contaminated.)
13. Sampling of material imported on to the development site should comprise random sampling for every 90m³ of soil from a single source (see soil definition below). The required sampling frequency may be modified by the Local Planning Authority when the source is known.

Soil Source - the location of which the soil was loaded on to the truck prior to delivery at the site.
(Reason - To check the quality of soils and materials being imported on to the site.)
14. Prior to the commencement of development, excluding demolition, details of an independent accredited laboratory, to be used during the works, shall be submitted to and approved in writing by the Local Planning Authority.
(Reason - To ensure soils and ground water from the site, as well as soils imported on to the site are analysed.)
15. No soils or materials shall be exported from the site other than in accordance with a scheme, which shall include the provision of wheel washing equipment, which has been submitted to and approved in writing by the Local Planning Authority.
(Reason - To protect the amenity of local residents and businesses and in accordance with the proposals in the Method Statement.)
16. The details of an emergency telephone contact number shall throughout the period of the development hereby permitted be displayed in a publicly accessible location on the site, and shall remain so displayed unless otherwise agreed in writing by the Local Planning Authority.
(Reason - In the interest of local amenity.)
17. No work or other activities involving the use of heavy plant and equipment shall take place on site on Sundays or Bank Holidays, and all work and other activities involving the use of heavy plant and equipment on other days shall be confined to the following hours 8.00 a.m. until 6.00 p.m. Monday-Friday and 8.00 a.m. until 1.00 p.m. Saturdays.
(Reason - To safeguard the amenities of nearby residents during development.)

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18. No works shall take place within North Meadow, except for the Flood Relief Channel referred to in Condition 7 unless otherwise agreed in writing with the Local Planning Authority.
(Reason - To ensure the floodplain of the River Cam is protected.)
19. Prior to the commencement of flood relief works an Ecological Management Plan for North Meadow, Riddy Brook and its banks shall be submitted to and approved in writing by the Local Planning Authority. The Ecological Management Plan shall include details on:
- (a) Mitigation during site preparation and construction of the flood relief works to ensure minimal impact upon habitats and wildlife, such as timing and methodology of work;
 - (b) Management measures including a work programme to maintain and enhance the value of the site for wildlife once the flood relief works are completed;
 - (c) Sensitive planting plans, including appropriate locally native species that will be of benefit to wildlife, to include details for providing plants of a local provenance, ideally from seed collected from suitable habitats in the surrounding area;
 - (d) A monitoring programme that establishes appropriate baseline information on species, including fish and aquatic invertebrates, in order to ensure that mitigation and enhancement is successful, and to guide future management of the site against agreed objectives for key species and habitats;
 - (e) The appointment of an Ecological Clerk of Works to ensure that all staff working on-site are familiar with appropriate Environmental and Wildlife legislation and are suitably briefed on the site's sensitivities.
- (Reason - In the interests of safeguarding the long term benefits of the local wildlife at the site and in accordance with advice within PPS9 and the Wildlife and Countryside Act 1981.)
20. Prior to the importation of materials, if required, details of the supplier and confirmation on the source(s) of any soil material should be supplied to the Local Planning Authority. The soil should be free from metals, plastic, wood, glass, tarmac, paper and odours associated with contaminated soils as specified in BS 3882: 2007 - Specification for Topsoil and requirements for use. A description of the soil materials should be forwarded to the Local Planning Authority based on BS 5930 Code of Practice of Site Investigations.
(Reason - To ensure that no contaminated materials are brought onto the site.)
21. The development, hereby permitted, shall be carried out in accordance with the Site Waste Management Plan incorporated within Appendix S of the Remediation Method Statement April 2009 - Revision 6 unless otherwise agreed in writing by the Local Planning Authority.
(Reason - To ensure that waste is managed sustainably during the development in accordance with the objectives of Policy DP/6 of the Local Development Framework Development Control Policies adopted July 2007.)

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Environment Agency Informatives

1. Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaws, the prior written consent of the Agency is required for any proposed works or structures in, under, over or within 9 metres of the top of the bank of the main river (River Cam).
2. Any culverting of a watercourse requires the prior written consent of the Agency under the terms of the Land Drainage Act 1991. The Agency seeks to avoid culverting, and its consent for such works will not normally be granted except for access crossings. This is irrespective of any planning permission granted. Consent cannot be given retrospectively.

Reasons for Approval

1. In deciding to approve this planning application, the Local Planning Authority has taken into consideration the environmental information incorporated in the Environmental Statement prepared by GVA Grimley and dated November 2008, together with the Environmental Statement Addendum June 2009.
2. The development is considered generally to accord with the Development Plan and particularly the following policies:
 - a) East of England Plan (May 2008):
WMI (Waste Management Objectives)
 - a) South Cambridgeshire Local Development Framework
Development Control Policies 2007:
DP/1 (Sustainable Development)
NE/6 (Biodiversity)
NE/8 (Groundwater)
NE/9 (Water and Drainage Infrastructure)
NE/11 (Flood Risk)
NE/15 (Noise Pollution)
NE/16 (Emissions)
CH/4 (Development Within the Curtilage or Setting of a Listed Building)
3. In approving the application subject to the conditions on this planning permission, the Council considers that unacceptable risks to human health, buildings and the environment are identified, properly dealt with and monitored through the approval of a validation report. The Council also considers that the application and the conditions on this planning permission have properly taken account of flood risk.
4. All other material planning considerations have been taken into account. None is of such significance as to outweigh the reason for the decision to approve the planning application.

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General

1. Circular 04/2008 (Planning Related Fees) states that where an application is made under Article 21 of the Town and Country Planning (General Development Procedure) Order 1995, a fee will be payable for any consent, agreement or approval required by condition or limitation attached to the grant of planning permission (or reserved matter consent).
2. The fee is £85 per request or £25 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of a dwellinghouse. The request can be informal through the submission of a letter or plans, or formal through the completion of an application form and the submission of plans. Any number of conditions may be included on a single request. The form is available on the Council's website www.scambs.gov.uk (application forms - 1app forms-application for the approval of details - pack 25.)
3. It is important that all conditions, particularly pre-commencement conditions, are fully complied with, and where appropriate, discharged prior to the implementation of the development. Failure to discharge such conditions may invalidate the planning permission granted. The development must be carried out fully in accordance with the requirements of any details approved by condition.
4. All new buildings that are to be used by the public must, where reasonable and practicable, be accessible to disabled persons and provide facilities for them. The applicant's attention is therefore drawn to the requirements of Section 76 of the Town and Country Planning Act 1990 and the Building Regulations 2000 (as amended) with respect to access for disabled people.
5. The applicant's attention is drawn to the requirements of the Party Wall etc. Act 1996 if works are proposed to a party wall.
6. The approved plans for this application are as originally submitted unless otherwise specified in this Decision Notice. The development should be completed strictly in accordance with these plans. Any amendment to these approved plans must be first agreed in writing by the Local Planning Authority.
7. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice in respect of Buildings Regulations can be obtained from Building Control Services at South Cambridgeshire District Council. Their contact details are: tel. 08450 450 500 or building.control@scambs.gov.uk or via the website www.scambs.gov.uk.



Dated: 5th February 2010

Corporate Manager - Planning and Sustainable Communities

South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA

THIS PERMISSION DOES NOT CONSTITUTE APPROVAL UNDER BUILDING REGULATIONS AND IS NOT A LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT. IT DOES NOT CONVEY ANY APPROVAL OR CONSENT WHICH MAY BE REQUIRED UNDER ANY ENACTMENT, BYE-LAW, ORDER OR REGULATION OTHER THAN SECTION 57 OF THE TOWN AND COUNTRY PLANNING ACT 1990.

SEE NOTES OVERLEAF

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NOTES

Appeals to the Secretary of State

If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so using a form which you can get from the Customer Support Unit, Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN.

Alternatively, an online appeals service is available through the Appeals area of the Planning Portal - see www.planningportal.gov.uk/pcs. The Planning Inspectorate will publish details of your appeal on the internet. This may include a copy of the original planning application form and relevant supporting documents supplied to the local authority, together with the completed appeal form and information you submit to the Planning Inspectorate. Please ensure that you only provide information you are happy will be made available to others in this way, including personal information belonging to you. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

Fully completed appeal forms must be received by the Planning Inspectorate within six months of the date of this decision notice.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving the notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.