DATED 11 MARCH 2002

AQUILA INVESTMENTS LIMITED (1)

IN FAVOUR OF

HUNTINGDONSHIRE DISTRICT COUNCIL

DEED OF UNILATERAL UNDERTAKING RELATING TO LAND AT STUKELEY MEADOWS HUNTINGDON

Mills & Reeve
Cambridge

MILLS & REEVE

P039

THIS UNILATERAL UNDERTAKING is made the 11th day of MARCH Two thousand and two

BY:

(1) **AQUILA INVESTMENTS LIMITED** of St. John's College, Cambridge CB2 1TP ("the Owner")

In favour of

(2) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street, Huntingdon, PE18 6TN ("the Council")

Recitals

(a) The Council is the local planning authority for the area including the Site

(b) Nokia UK Limited submitted the Planning Application and following a resolution of the Council's Development Control Panel at its meeting of 14 August 2000 the Council is minded to grant the Planning Permission subject to the completion of this Deed

(c) The Owner is registered as freehold owner of the Site

(d) The Owner is prepared to enter into this Deed on the terms and conditions set out below

(e) This Deed is entered into having regard to the development plan for the area in which the Site is situated and to secure the implementation of a Green Travel Plan.

NOW THIS DEED WITNESSETH as follows:

1 Definitions

1.1 In this Deed where the context so admits the following expressions shall have the following meanings:

"the Act"	the Town and Country Planning Act 1990 (as amended)
"the Conditions"	means the conditions set out in Clause 3.1

"the Development"	the development described in the Planning Application
"Green Travel Plan"	means the green travel plan to be submitted to the Council outlining the measures that will be taken to encourage staff working within the Development to use modes of transport other than the private car for their journeys to and from work
"Green Travel Plan Contribution"	means the sum of £10,000 (as adjusted by any increase or decrease in the Index from the date of this Agreement to the date the Green Travel Plan Contribution is paid to the Council) to enable additional private or public transport services to be provided in support of the objectives of the Green Travel Plan
"Index"	means the Index of Retail Prices published by the Office for National Statistics or any successor thereto
"Material Operation"	means a material operation in accordance with Section 56(4)(a) to (d) of the Act provided that for the purposes of this Deed the following shall be deemed not to be Material Operations: any archaeological works, works of excavation, demolition, site clearance, services diversion, site or soil investigations, or the erection of hoardings or fencing
"Plan 1"	the plan attached hereto and marked "Plan 1"
"the Planning Application"	the application as amended from time to time registered on 31 March 2000 seeking permission for the erection of offices (B1) and the provision of car parking and given reference number 00/00511/OUT by the Council
"the Planning Permission"	a planning permission for the Development in the form of the draft attached as Annex 1 or



ST JOHNS PARK
HUNTINGDON

SITE PLAN

Date: NOV. 99.

Scale: 1:2500

Reproduced from/based upon the Ordnance Survey Map with the permission of the Controller of H.M. Stationery Office. Crown

This plan is provided for reference purposes only and its accuracy is not guaranteed. It is expressly excluded from forming any part of

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	any other planning permission which the Council notify the Owner is for a development of a substantially similar nature
"the Site"	the freehold land with title absolute registered at HM Land Registry under title number CB134450 shown for the purposes of identification only edged red on Plan 1

2 **Statutory Authorities**

2.1 The obligations in Clause 4 are made under Section 106 of the Act with the intention that they should bind the freehold interest in the Site as provided for by that Section and are planning obligations for the purposes of the Act and are enforceable by the Council as local planning authority

3 **Conditionality**

3.1 The obligation in Clause 4 of this Deed will not have effect unless

3.1.1 the Planning Permission is granted; and

3.1.2 the Planning Permission has been initiated by the carrying out of a Material Operation

3.2 For the avoidance of doubt the remaining provisions of this Deed will have immediate effect

4 **Planning Obligations**

4.1 The Owner undertakes with the Council that it will within 10 days of the commencement of development by the carrying out of a Material Operation pay the Green Travel Plan Contribution to the Council

4.2 Without prejudice to the requirements of clause 4.1 the Development shall not be occupied until the Green Travel Plan Contribution has been paid to the Council

5 Release and Discharge

5.1 The Owner shall cease to have any statutory or contractual obligation or liability under the terms of this Deed in relation to the Site or any part of it once it shall have parted with all its respective interest (save for the reservation of easements or rights for services or of access signage or entry in favour of adjacent property) in the Site or that part save in so far as it relates to any relevant prior breach of its obligations under this Deed.

5.2 The Owner shall within 28 days of the date of any disposition of a legal interest in the Site or any part thereof give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred PROVIDED THAT this shall not apply to any interest by way of legal charge or mortgage

5.3 For the avoidance of doubt nothing in this Deed shall restrict or prevent any party from requesting or applying for a discharge or modification of the planning obligations contained in this Deed as may be permitted by law.

5.4 If the Planning Permission is quashed or revoked then this Deed shall absolutely determine and become null and void.

5.5 If the Planning Permission has not been issued within 28 days of the date of this Deed the Deed may, at the discretion of the Owner, be withdrawn by notice given to the Council provided that if any such notice is given on the same day as the Planning Permission is granted the notice shall be automatically rescinded.

5.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordancemwith a planning permission other than the Planning Permission granted (whetehr or not on appeal) after the date of this Deed.

5.7 In the event of any delay in the Green Travel Plan Contribution being paid Interest shall be charged on the amount payable at the rate of 4% per annum above the National Westminster Bank Plc base lending rate prevailing from time to time for the period from the date that the payment falls due to the actual date of payment

6 Miscellaneous

6.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed

6.2 Where reference is made to a Clause, Part, Plan, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, plan, recital or schedule to (or in the case of Plan attached to) this Deed

6.3 References to the singular include the plural and to any gender include all genders

6.4 References to the Council include any successors to its functions as local planning authority

6.5 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

ANNEX ONE

Draft Planning Permission