

OFFICE PROJECT REPORT

ANNEX 5 – S106 AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2004

BETWEEN:-

- (1) **WOKING BOROUGH COUNCIL** of Civic Offices Gloucester Square Woking Surrey GU21 6YL (“the Borough Council”) and
- (2) **SURREY COUNTY COUNCIL** of County Hall P O Box 5 Penrhyn Road Kingston-upon-Thames KT1 2EA (“the County Council”)

WHEREAS

- (1) The Borough Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the Borough of Woking
- (2) The County Council has entered into an Option Agreement dated _____ whereby the County Council is entitled to take a lease of the land at Brewery Road Woking Surrey which is shown edged red on the plan annexed hereto (“the Land” and “the Plan” respectively)
- (3) An application has been submitted to the Borough Council under reference number 04/0090 for planning permission to construct on the Land a local government democratic headquarters building for the County Council and related development (“the Development”)
- (4) The Borough Council has decided to grant planning permission for the Development in the form of the draft annexed hereto (“the Planning Permission”) subject to the making of this Agreement without which the Planning Permission would not be granted
- (5) The covenants by the County Council in this Agreement are planning obligations within the meaning of Section 106 of the Town and Country Planning Act 1990 and the Borough Council is the local planning authority by whom the obligations are enforceable

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. Statutory Powers

- 1.1 This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 and all other enabling powers which may be relevant for the purposes of giving validity hereto or facilitating enforcement of the covenants contained herein to the intent that it shall bind the County Council and its successors in title and assigns

2. Condition Precedent

- 2.1 The covenants in this Agreement shall only take effect on the date specified by the County Council in a written notice served upon the Borough Council as the

date on which the Development is to be commenced pursuant to the Planning Permission or if no such notice is served the actual date on which the Development was begun within the meaning of Section 56 of the Town and Country Planning Act 1990 (“the Commencement Date”)

3. Planning Obligations

3.1 The County Council covenants with the Borough Council to comply with the obligations specified in the Schedule hereto

4. Indexation of Payments

4.1 The County Council agrees that the sums payable to the Borough Council under paragraphs 1.1, 2.1, 3.1, 4.1, 4.2, 5.1, 6.1, 7.1, 8.1, 9.1, 10.5, and 11.2 of the Schedule hereto shall be increased in line with any increase in the Baxter Index (or such other index of like effect as shall be agreed between the parties (such agreement not to be unreasonably withheld or delayed by either party) in the event that the Baxter Index shall cease to be compiled) between the date of this Agreement and the date of payment in accordance with this Agreement

5. Declarations

5.1 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all his interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.2 If the Planning Permission shall either expire before the Development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect

5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement

5.4 This Agreement is a Local Land Charge and shall be registered as such

5.5 If any of the contributions payable to the Borough Council under this Deed remain unspent on the eighth (8th) anniversary of the date of payment then the unexpended balance may be applied by the Borough Council for such alternative purposes as may be agreed between the parties

5.6 The Borough Council shall identify separately in its accounts the contributions paid to it under this Deed

5.7 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

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IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of WOKING)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:-)

Mayor

Chief Executive

THE COMMON SEAL of SURREY)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)

Authorised Signatory

SCHEDULE

1. Off-site/edge of site Highway Works
- 1.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Fifty Thousand Pounds (£50,000.00) which sum shall be used by the Borough Council to fund:-
 - improvements to vehicle detection systems at traffic signals in the vicinity of the Land; and/or
 - improvements to the Basingstoke Canal towpath in the vicinity of the Land; and/or
 - improvements in pedestrian and/or cycle accessibility between the Land and Woking railway station; and/or
 - improvements to passenger transport information in the vicinity of the Land
2. Traffic co-ordination in Woking Town centre
- 2.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Ten Thousand Pounds (£10,000.00) which sum shall be used by the Borough Council to fund improvements to traffic co-ordination in Woking town centre
3. Improvements to Victoria Way/Guildford Road and Victoria Arch Woking
- 3.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Thirteen Thousand Pounds (£13,000.00) which sum shall be used by the Borough Council to fund improvements to Victoria Road Guildford Road and Victoria Way through Victoria Arch (including provision for pedestrians) Woking
4. Basingstoke Canal
- 4.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Ten Thousand Pounds (£10,000.00) which sum shall be used by the Borough Council as a contribution towards a back-pumping scheme to maintain the water level in the Basingstoke Canal.
- 4.2 The County Council shall on the Commencement Date pay to the Borough Council the sum of One Hundred and Fifty Thousand Pounds (£150,000.00) which sum shall be used by the Borough Council to fund enhancements to the Basingstoke Canal-side within the locality of the Land (including the off-bank and landscape improvements to the Woking Pound generally).

5. Environmental Enhancements

- 5.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Twenty Thousand Pounds (£20,000.00) which sum shall be used by the Borough Council to fund environmental enhancements along the route between the Land and Woking railway/bus stations.

6. Public Art

- 6.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Ten Thousand Pounds (£10,000.00) which sum shall be used by the Borough Council to fund public art along the route between the Land and Woking railway/bus stations.

7. Community Transport

- 7.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Twenty Thousand Pounds (£20,000.00) which sum shall be used by the Borough Council to fund enhancements to community transport and shop mobility facilities in the Borough of Woking

8. Biodiversity

- 8.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Three Thousand Pounds (£3,000.00) which sum shall be used by the Borough Council as a contribution towards the creation of open spaces and planting in the Borough of Woking in support of the Surrey Biodiversity Action Plan.

9. Closed Circuit Television

- 9.1 The County Council shall on the Commencement Date pay to the Borough Council the sum of Twenty Thousand Pounds (£20,000.00) which sum shall be used by the Borough Council to fund improvements to the coverage of the Woking town centre closed circuit television system

10. Travel Plan

- 10.1 The County Council shall prior to occupying the Development submit to and obtain the approval of the Borough Council (such approval not to be unreasonably withheld or delayed) to a travel plan ("the Travel Plan")
- 10.2 The main objectives of the Travel Plan shall be (i) to minimise private car traffic associated with the Development and (ii) to encourage the use of sustainable modes of traffic to and from the Development
- 10.3 The County Council shall on first occupation of the Development and to the reasonable satisfaction of the Borough Council implement and thereafter maintain in place and monitor the measures contained in the Travel Plan

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- 10.4 The County Council shall on the third anniversary of the implementation of the Travel Plan and at three yearly intervals thereafter submit to the Borough Council a report of its performance in implementing maintaining in place and monitoring the measures contained in the Travel Plan The County Council and the Borough Council shall on each such occasion carry out a review of the Travel Plan and make any reasonable changes thereto which in their joint opinion could reasonably be expected to increase the effectiveness of the Travel Plan in achieving the objectives set out in paragraph 10.2 above
- 10.5 The County Council shall on first occupation of the Development pay to the Borough Council the sum of Two Thousand Pounds (£2,000.00) which sum shall be used by the Borough Council as a contribution towards the costs of supervising the monitoring and review of the Travel Plan
11. Overspill Car Parking
- 11.1 The County Council shall to the reasonable satisfaction of the Borough Council monitor whether any overspill car parking from the Development is taking place in the area shown coloured pink and delineated “Area of Possible Investigation” on drawing number 28535/S278/P/004 annexed hereto Without prejudice to the generality of the County Council’s obligations hereunder such monitoring shall include the undertaking of (a) a base-line on-street parking survey prior to the Commencement Date and (b) further surveys during construction and following occupation of the Development
- 11.2 In the event that the Borough Council reasonably considers that such overspill car parking is taking place the County Council shall pay to the Borough Council the sum of Thirty Five Thousand Pounds (£35,000.00) which sum shall be used by the Borough Council to fund measures to control the said overspill car parking or otherwise ameliorate the effects thereof Such payment shall be made within fourteen (14) days of the Borough Council serving a written request for the same on the County Council
- 11.3 The County Council shall pay to the Borough Council the reasonable costs (as determined by the Borough Council) incurred by the owners and occupiers of the properties fronting the track shown coloured brown on the Plan in preventing unauthorised car parking taking place on the said track Such payment shall be made within fourteen (14) days of the Borough Council serving a written request for the same on the County Council and shall then be paid over by the Borough Council to the said owners and occupiers

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12. Restrictions on Use

12.1 The uses permitted by the Planning Permission on those parts of the Development shown on drawings numbered 9267 TP 212 9267 TP 230A 9267 TP 231 9267 TP 232 9267 TP 233 9267 TP 234 9267 TP 235 9267 TP 241 9267 TP 250 9267 TP 251 9267 TP 252 and 9267 TP 271 annexed hereto shall be carried on only by the County Council and the County Council shall not suffer cause or permit such uses to be carried on by any other person or body

12.2 Those parts of the Development shown on drawings numbered 9267 TP 212 9267 TP 230A 9267 TP 231 9267 TP 232 9267 TP 233 9267 TP 234 9267 TP 235 9267 TP 241 9267 TP 250 9267 TP 251 9267 TP 252 and 9267 TP 271 annexed hereto shall be used as offices for the County Council's democratic headquarters for purposes commensurate with and necessary for or ancillary to the carrying out of local and regional democratic government functions services and obligations and for no other purpose

13. Public Open Space

13.1 The public open space shown hatched purple on drawing number 9267.LD.213 annexed hereto ("the Public Open Space") shall be used solely for public leisure and recreational purposes

13.2 The County Council shall permit the public to have free access to the Public Open Space at all times