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**BOROUGH OF  
SPELTHORNE**



**Dated** 12th September **2001**

Between

THE TRUSTEES OF  
STAINES TOWN FOOTBALL CLUB (1)

and -

SPELTHORNE BOROUGH COUNCIL (2)

-and -

WHEATSHEAF PARK (STAINES) LIMITED (3)

-and -

THE THAMES CLUB LIMITED (4)

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AGREEMENT under Section 106 of the Town and  
Country Planning Act 1990 relating to  
land at Staines Town Football Club  
Wheatsheaf Lane Staines Middlesex  
under Planning Application PA/01/0018

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File No. T12.207

Deed Pkt.

Min Ref. 233/01

Ref. CDH/ Staines Town FC s 106

R.T. Lewis, DMS Solicitor  
Head of Legal Services  
Borough of Spelthorne  
Council Offices  
Knowle Green  
Staines, Middlesex, TW18 1XB

**DEED OF AGREEMENT**

1. DATE 12th September 2001

**2. PARTIES:**

- 2.1. The Applicants
- 2.2. The Council
- 2.3. The Freeholder
- 2.4. The Head Lessee

**3. DEFINITIONS AND INTERPRETATIONS:**

**Words**

**Meaning**

- |                     |   |
|---------------------|---|
| 3.1. The Applicants | <b>ALAN BOON</b> of 49 Hammer Road Egham Surrey and <b>STEVEN PARSONS</b> of 3 Birch Green Staines Middlesex the Trustees of Staines Town Football Club     |
| 3.2. The Council    | <b>SPELTHORNE BOROUGH COUNCIL</b> of Council Offices Knowle Green Staines Middlesex TW18 1XB  |
| 3.3. The Freeholder | <b>WHEATSHEAF PARK (STAINES) LIMITED</b> whose registered office is at Unit 2 Stoneylands Road Egham Surrey TW20 9QR (Company Reg. No. in England 04100991) |

- 3.4. The Head Lessee -**THE THAMES CLUB LIMITED** of 47 Trevelyan Crescent Harrow Middlesex HA3 0BL (Company Reg. No. 04021897)
- 3.5. The Act The Town and Country Planning Act 1990 and any statutory amendment or re-enactment for the time being in force
- 3.6. The Application An application dated the 10 January and 2001 and identified in the Council's records by reference number PA/01/0018 to carry out the Development
- 3.7. Commencement of the means the carrying out of a material Development operation as defined by section 56(4) of the Act
- 3.8. The Development Development of the Property as defined by Section 55 of the Act namely:- Erection of new sports health and club facilities and new stand for use by Staines Town Football Club following demolition of existing buildings with associated parking to be accessed from Wheatsheaf Lane, with the existing access road to be widened as shown on drawings numbered 026A, 27A and 28A as received by the Council on 1<sup>st</sup> May 2001 and drawings numbered 24 and 25 received 10 January 2001 and plans numbered 43 and 44 received 2<sup>nd</sup> May 2001 for the Freeholder
- 3.9. The Plan The plan annexed to this Deed

3.10. The Property

All that Property known as Staines Town Football Club Wheatsheaf Lane Staines Middlesex shown edged red on the Plan registered at HM Land Registry with Title Absolute Freehold under Title No. SY 384083

**4. RECITALS**

4.1. The Freeholder is the freehold owner of the Property and is interested in the Property within the meaning of Section 106(1) of the Act to the intent that the covenants and undertakings and agreements on the part of the Freeholder contained herein shall apply to the Property

4.2. The Head Lessee is the leasehold owner of the Property pursuant to a Lease dated 15th December 2000 made between the Freeholder and itself for the term of 25 years from the 15th December 2000 and the Applicant is a sub-lessee of part of the Property pursuant to an Underlease dated the 15th December 2000 made between the Head Lessee and the Applicant for the term of 24 years from the 15th December 2000. Both the Head Lessee and the Applicant are interested in the property within the meaning of Section 106(i) of the Act to the intent that the Covenants and undertakings and agreements on the part of the Head Lessee and the Applicant contained herein shall apply to the Property

4.3. The Council is the Planning Authority for the purpose of the Act for the area in which the Property is located and is the Local Planning Authority entitled to enforce the obligations on the part of the Applicant herein for the purposes of Section 106(9) of the Act

4.4. The Covenants on the part of the Freeholder, the Head Lessee and the Applicant contained herein are planning obligations on the part of all those parties for the purposes of Section 106(9) of the Act

4.5. The parties have agreed that in the interest of proper planning and having regard to the provisions of the Surrey Structure Plan the Spelthorne Borough Local Plan 2001 for the purposes of securing the proper planning of the area to enter into this Deed with the intention that the Covenants contained herein may be enforced by the Council against any person or persons deriving title from the Freeholder, the Head Lessee or the Applicant

4.6. It is agreed and declared that the expressions "the Applicant" "the Council" "the Freeholder" and "the Head lessee" shall include their successors in title and assigns.

4.7. This Deed is made pursuant to the provisions of Section 111 of the Local Government Act 1972 and to Section 106 of the Act

## **5. COVENANTS**

5.1. In consideration of the Council granting planning permission for the Development the Freeholder the Head Lessee and the Applicant jointly and severally covenant with the Council to:-

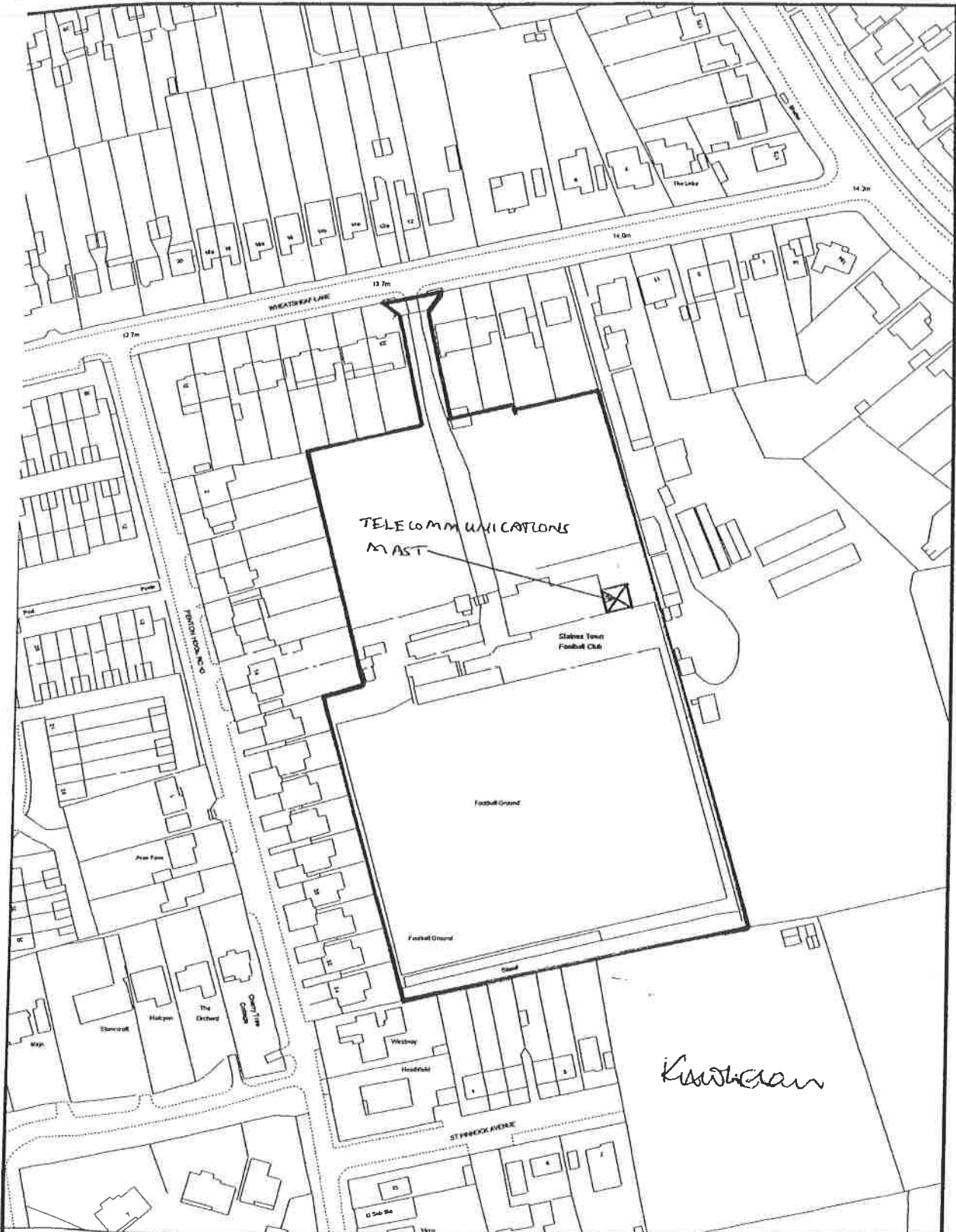
5.2. Prior to the Commencement of the Development to contribute the sum of seventeen thousand pounds (£17,000.00) towards such traffic measures in the vicinity of the Property as the Council shall decide in its absolute discretion

- 5.3. To secure that the existing telecommunication mast sited on the Property in the position marked on the Plan is removed from the Property together with all equipment related to it on or before the Development is substantially completed
- 5.4. Not to implement permission No.PA/00/016 granted by the Council for the erection of a 21 metre lattice tower on the Property
- 5.5. To consent to the revocation by the Council of permission No. PA/98/0516 permitting the existing telecommunications mast comprising of 20 metre monopole with antenna, equipment cabin and compound on the Property and not to seek compensation in respect of any such revocation
- 5.6. Prior to Commencement of the Development to carry out in accordance with the reasonable requirements and to the reasonable satisfaction of the Council a field evaluation and to produce and agree with the Council before the Commencement of the Development a documented outline programme to cover the carrying out of the archeological investigation required by the Council such scheme to make provision for the limitation of damage to the archeology in accordance with the reasonable requirements of the Council for any artefacts found during the investigation to be offered to the Council for permanent display within Spelthorne
- 5.7. That the Football Pitch on the Property together with the associated facilities including those forming the Development shall only be used for games promoted by or involving teams comprised of members of Staines Town Football Club or involving teams with the permission of Staines Town Football Club and shall not be used for games promoted by any other organisation

## 6. LEGAL EFFECT

- 6.1. This Agreement shall not constitute notice of the planning permission and the planning permission shall not come into force until formal notice of the permission is issued
- 6.2. Unless and until the Permission is implemented by the carrying out of a material operation (as defined in Section 56(4) of the Act) nothing in this Agreement shall obligate any party to comply with the covenants contained in Clause 5 of this Agreement
- 6.3. No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to parting with such interest
- 6.4. The Applicant shall on or before the date hereof pay the Council's reasonable costs incurred in the negotiation, preparation and completion of this Agreement not exceeding one thousand pounds (£1,000.00)
- 6.5. The Freeholder indemnifies the Applicant and the Head Lessee against the provisions of clause 5.1, 5.2, 5.3, and 5.5 hereof
- 6.6. This Agreement is a Local Land Charge and shall be registered as such





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Licence Number  
LA079529

**Staines Town Football Club,  
Wheatshaf Lane, Staines**

Date 26/10/00  
Scale 1:1500






6.7. The parties hereto agree that the provision of this Agreement shall not be enforceable by any third party other than the parties hereto pursuant to the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this Deed is executed in manner hereinafter appearing the day and year first before written


SIGNED AS A DEED by the said  
ALAN BOON  
in the presence of:-

  
Witness Signature

SIGNED AS A DEED by the said  
STEVEN PARSONS  
in the presence of:-

  
Witness' Signature

The COMMON SEAL of SPELTHORNE )  
BOROUGH COUNCIL was hereunto )  
affixed in the presence of: )

  
Chief Executive

Head of Legal Services

The **COMMON SEAL** of **WHEATSHEAF  
PARK (STAINES) LIMITED** was  
hereunto affixed in the  
presence of:-

Director

Secretary



The **COMMON SEAL** of **THE THAMES  
CLUB LIMITED** was hereunto  
affixed in the presence of:-

Director

Director/Secretary



Number in  
Seal Register 10612  
Authority for  
sealing 237/01