

Uttlesford District Council
Acting as Trustees for the Pig Market Trust
Council Offices
London Road
Saffron Walden
Essex
CB11 4ER

For the attention of Ms C Nicholson

Email: rmp@chaseandpartners.co.uk

17 October 2014

Our Ref: RMP/KS

Dear Sir

PROPERTY - FAIRCROFT CAR PARK, ELM GROVE, SAFFRON WALDEN
PARTIES - UTTLESFORD DISTRICT COUNCIL (UDC)
- UTTLESFORD DISTRICT COUNCIL ACTING AS TRUSTEES FOR THE
PIG MARKET TRUST (PMT)
- WAITROSE PLC (WPLC)
- STRATHCLYDE PENSION FUND (SPF)

1.0 Instructions

- 1.1 Chase & Partners have been instructed to prepare a report setting out the background and providing justification for proceeding with the proposed transaction in relation to the Faircroft Car Park. This report is prepared with reference to the Charities Act 2011 with particular reference to Chapter 25.
- 1.2 Pending a final agreement including a detailed development agreement having been reached between the parties relating to all construction, financial and legal points, this report will set out the general basis of our opinion of the estimated values and form of transaction.
- 1.3 Chase & Partners were instructed to advise Uttlesford District Council and Uttlesford District Council acting as Trustees on behalf of the Pig Market Trust with effect from 11 June 2013. Our original fee quotation is attached. We have been supplied with various documentation by both Uttlesford District Council and Waitrose. Chase & Partners commenced initial discussions and negotiations with Waitrose on 13 June 2013. The Council has instructed their own in-house legal department to deal with all legal matters and their in-house engineer to provide some basic commentary with regard to construction issues.

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John Shuttleworth BSc FRICS ACI Arb **Ian Campbell** BSc MRICS

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 **RICS** Chartered Surveyors

 **RTPI** Chartered Town Planners

Chase & Partners is the trading name of Chase & Partners LLP, a limited liability partnership, registered in England with number OC319635, whose registered office is at Russell Bedford House, City Forum, 250 City Road, London EC1V 2QQ.

Regulated by RICS

2.0 Conflicts of Interest

- 2.1 We confirm that we have been employed by and are professionally responsible to Uttlesford District Council and Uttlesford District Council acting as Trustees on behalf of the Pig Market Trust as client although our fees are ultimately due to be paid by Waitrose. This is a similar arrangement to that which would take place under a compulsory purchase order whereby the advisors responsibility is the client but the acquiring authority pay their fees.
- 2.2 We confirm that we are not currently employed as advisers to Waitrose Plc or Strathclyde Pension Fund in any capacity, nor have undertaken any work for them over the last five years. We are not aware of any personal relationships that exist between the Partners of Chase & Partners and any employees or officers of Waitrose Plc, or Strathclyde Pension Fund.

3.0 Summary and Background to the Proposal

The Property and Proposal

- 3.1 The existing property comprises a two level decked car park of concrete framed construction built in 1987 and on the adjacent section of the subject site is a hard surfaced car park at ground level. Located between the two car parks is an external ramp that provides access to the upper level of the decked car park and a road way to the ground level of the decked car park, the surface level car park, the service bays of the Waitrose supermarket and other properties which front on to Hill Street.
- 3.2 The overall site area of the existing combined interests held by UDC and PMT is approximately 48500 sq ft (1.113 acres).
- 3.3 In summary Uttlesford District Council and the Pig Market Trust will swap equivalent areas of land between each other. Uttlesford District Council will sell the transferred land together with a parcel of land in their ownership to Waitrose/Strathclyde Pension Fund to allow the extension of the existing Waitrose store and the construction of a new replacement decked car park.
- 3.4 The swapping of the equivalent areas of land between UDC and PMT will enable PMT to maintain their existing share of car park income. It will also allow them to maintain an equivalent area of freehold land both before and after the proposed transaction.
- 3.5 Following the transfers outlined above, UDC will be left with a smaller area of freehold land than they currently hold. In return for the land transfers both UDC and PMT will secure the construction of a newly built decked car park on their land but fully funded by Waitrose. Waitrose will be granted a new 50 year lease over the new decked car park by PMT/UDC. PMT/UDC will then take an under lease of the property from Waitrose for a similar term less 3 days. Finally, Waitrose, UDC, and PMT will enter into a new car park management agreement for a term of 25 years, to be held over the new decked car park, as well as the surface car park on retained PMT land. The car park management agreement

will be on similar terms to the agreement that currently exists between the parties. The income generated through the management of the car parks is to be split on the same basis as currently exists between the parties, subject to minor variations, in favour of PMT and UDC.

4.0 Location & Demographics

- 4.1 The property's location is outlined red on the attached Ordnance Survey plan within Appendix 1. The property is located in the heart of Saffron Walden town centre and is accessed from Fairycroft Road (B1052) and then via Elm Grove which is a small cul-de-sac access.
- 4.2 The property has a limited frontage of 44 metres to Elm Grove but only 29 metres are useable due to rights of way. The general property uses adjacent to and fronting on to Elm Grove include a retirement home, small scale residential and some small office buildings. Other uses adjacent to the subject site include a surgery, laundry/industrial, bed and breakfast accommodation.
- 4.3 The property sits to the rear of the existing Waitrose store but does not have any direct frontage to Hill Street, one of the town's main retail streets. The property is approximately 62 metres distance from Hill Street and has a reserved right of way and pedestrian access to that street.
- 4.4 Saffron Walden is a market town situated approximately 40 miles to the north east of London and 14 miles to the south of Cambridge. The town is adjacent to the M11 motorway and 10 miles from London Stansted Airport. The town does not have its own railway station with Audley End and Great Chesterford being the two closest stations on the London to Cambridge route, at least 2 miles distance. A general location plan is set out in Appendix 2.
- 4.5 The town has a catchment population within the local authority area of 68,946 and an estimated shopper population of 19,743 according to information provided by EGI/Experian, based on the 2001 Census.
- 4.6 As a traditional Essex market town, there is a limited retail and leisure offer, although the local authority head quarters are based in the town.
- 4.7 Retailing is mainly from traditional terraced properties fronting on to Hill Street, George Street, Market Row, Market Street and King Street. There is no modern covered shopping centre. A goad plan extract is set out in Appendix 3.
- 4.8 National multiple retailers currently represented in Saffron Walden include Boots, WH Smith, Superdrug, Monsoon, New Look, Starbucks, Carphone Warehouse, Clarks and Costa Coffee.
- 4.9 The main supermarket operators who are represented include Waitrose, and Tesco , whilst Aldi have recently secured a planning consent at Thaxted Road, CB10 2UR. The remaining provision is in smaller convenience type stores including the likes of Cost Cutter, Londis, Premier and Tesco Express. The only retail warehouse development is a standalone Homebase unit on Ashdon Road.

- 4.10 There is limited public car parking in the town centre with the main sites and number of spaces set out below:-

Location/Name	Payment type	Length of stay	No. of spaces
Fairycroft	pay and display	short stay	294
Rose & Crown	pay and display	short stay	27
The Common	pay and display	short stay	109
Catons Lane	pay and display	long stay	49
Swan Meadow	pay and display	long stay	394
		Total	873

- 4.11 The above is a list of the main town centre car parks which offer daily parking for Saffron Walden. It should be noted that Fairycroft car park is the town centre's primary shopper car park being closest to the retail facilities. Although Swan Meadow is larger it is a significant distance from the prime pitch. The overall level of car parking is also fairly limited with spaces under pressure at peak times.

5.0 Planning Background

- 5.1 In considering alternative approaches to this site and the proposed transaction we have had regard to the current planning policy of Uttlesford District Council.
- 5.2 Under the core strategy dated 2010, there are a number of relevant points to be considered below.
- 5.3 The regional strategy for market towns within the sub-region is to protect and enhance their character and setting. The focus should be on development in locations with good public transport which contributes to the social and economic needs of the community, and Saffron Walden's function as the main retail centre is to be maintained and where possible enhanced.
- 5.4 The existing policies are based upon saved policies from 2004 which were updated by the last local plan in 2005 and the local development framework of 2008.
- 5.5 The local plan is currently subject to an examination in public, the draft having been submitted in July 2014.
- 5.6 We have considered the local plan policies and highlighted a number below which would be relevant to any potential redevelopment of the subject property.
- 5.7 The subject property is located within the Saffron Walden conservation area and this outlines a number of aspects maybe relevant to the site. These include the open space of Jubilee Gardens where the planting and height of any adjacent development will be considered critically, other aspects are a folly in Elm Grove, the old entrance arch to the Pig Market, and the eastern walls of Elm Grove.

- 5.8 Within the local plan, there are a number of policies and issues applying to the Saffron Walden "selected area inset".
- 5.9 Traffic is a significant problem due to the historic street pattern.
- 5.10 The retail health of the town centre is considered fragile when set against the strength of the local housing market, and therefore retail uses will be strongly supported to maintain the vitality of the centre. Conversion of upper floors to residential use will be supported. Six specific sites were identified for residential development within the Saffron Walden area but these do not include any sites on Elm Grove.
- 5.11 Furthermore, the list of potential development sites both with and without conditional scores which total 14 do not include the subject site.
- 5.12 Within Chapter 8 Retailing and Services, policies outlines are :-
 - 5.12.1 To sustain and enhance the vitality and viability of Saffron Walden as a principal shopping centre.
 - 5.12.2 To promote mixed use commercial developments
 - 5.12.3 To focus retail and mixed use commercial developments in the locations that maximise opportunities to use means of transport other than private car.
 - 5.12.4 To prevent further loss of retail and other services in rural areas.
 - 5.12.5 The policies identify the need for additional retail floor space. Under Policy RS2 retail, commercial and community uses or mixed use development including residential elements will be permitted in the centre of Saffron Walden.
- 5.13 Planning permission, as set out in Appendix 4, has been granted on the subject site for a redevelopment of the existing car park to provide an extension of 7,014 sq ft to the Waitrose supermarket plus an additional 12 roof top car spaces.
- 5.14 As part of the planning permission the existing car park is to be demolished and then rebuilt on a smaller site. The new car park will have 3 decked levels instead of 2, which allows a similar total number of car parking spaces to be retained, 290 compared to 292 spaces for the old car park.

6.0 Alternative Uses and Forms of Development

- 6.1 We have considered the potential for generating other forms of development for existing or alternative uses on the PMT ownership.
- 6.2 It is questionable whether PMT/UDC would be prepared to sell the land for alternative uses. Under the Charity Commission document dated 29 August

1980 in respect of the charity known as the Saffron Walden Pig Market we note that the land can be sold with the sanction of the Charity Commissioners but under a user clause within the document, the land "is to be used as a car park for the benefit of the inhabitants of Saffron Walden and the public in general".

- 6.3 The land does not have any frontage to Hill Street, but could be used as back land to be joined with another party's frontage land as in the development proposed. In such a scenario the value is likely to be significantly reduced as the frontage land to Hill Street has primary control and value, even though it can be argued that an extended more efficient food/retail store cannot be secured unless agreement is reached with PMT/UDC.
- 6.4 The Pig Market Trust land controls all the frontage to Elm Grove, however, rights of access have been reserved by various parties including WPLC/SPF over that land in order to access Elm Grove. Unless these rights of way can be varied or extinguished (which is unlikely) then they would have to be incorporated into any new development or alternative use option thereby reducing the amount of developable land.
- 6.5 The site is effectively split by the rights of access granted, and the fact that the frontage to Elm Grove is limited will make it difficult to intensify the use of the site including raising the height of any development. Any development bridging over the access route would have to be designed to enable access for full height service vehicles and trucks.
- 6.6 If one puts aside existing planning policy but considers the other land uses in the general vicinity of the subject site, then the PMT/UDC land could most likely be used for either residential or office type development.
- 6.7 New town centre office developments in Saffron Walden struggle to secure viability, and this is highlighted in the evidence base within the draft local plan. The town is at least 2 miles distance from a mainline railway station, rentals for existing stock are between £6 and £14 per sq ft, plus the dominance of Cambridge as an employment centre, supports our view that even if planning could be secured, it is likely to be difficult to achieve a viable office development on the subject site.
- 6.8 Due to the location and configuration of the site, plus the densities required to justify development, a residential scheme would be the most likely form of development. Residential values are in the general range of £220 to £400 per sq ft which at the upper end figure should enable a viable development. However, due to the likely cap on height of any development, public space and amenity requirements, car parking ratios and an affordable housing allowance (currently at 40% for over 15 units or sites above 0.5 hectares) it is doubtful whether viable residential development could be achieved.
- 6.9 UDC has confirmed that it would not be appropriate to consider alternative uses on the subject site as in the foreseeable future they would seek to maintain the primary use of the land and buildings as a town centre car park for the use of shoppers.

- 6.10 The planning policies endorse the existing use of the site for car parking with a retail supermarket on the WPLC/SPF land. This is also evidenced by the fact that Waitrose have been granted planning permission for the new development including a new car park on the site as outlined in points 5.13 and 5.14.
- 6.11 The existing planning policies are particularly supportive of retaining and enhancing the retail uses in the town centre in order to retain and increase retail expenditure which leads to other competing centres such as Cambridge.
- 6.12 This is evidenced by the fact that UDC has recently refused an application for an out-of-town foodstore on the outskirts of Saffron Walden. Waitrose can be seen as a strong anchor for town centre retailing. The local planning authority is therefore likely to resist any change of use on this site which does not support or could threaten the retention of a retail anchor, as well as one of the town's primary car parks that supports not only Waitrose but many of the town's other retailers.
- 6.13 We have not undertaken a detailed valuation for these alternative residential and office uses, as it would require a specific scheme or schemes to be drawn up, costed and then appraised to consider the residual land value from any likely development.
- 6.14 UDC has confirmed to us as landowners in isolation that it would not be appropriate to consider value for alternative uses on their adjacent land as in the foreseeable future UDC would seek to maintain the primary use of the land and buildings as a town centre car park primarily for the use of shoppers.
- 6.15 Having considered all of the above points in our view it would be difficult for PMT to secure alternative uses on their ownership. Furthermore, they would be left dealing with their site in isolation without the support of the adjoining UDC land. As the developable area is restricted due to rights of access, then the options point towards retention of the existing use and form of development proposed.

7.0 Waitrose Plc and Strathclyde Pension Fund – existing arrangements

- 7.1 Waitrose currently occupy a store on land owned freehold by Strathclyde Pension Fund on the basis of a standard occupational lease for a term of 35 years from 5 November 1985, at a rent of £472,500 per annum exclusive. The existing lease therefore is due to expire on 4 November 2020. The lease is on full repairing and insuring terms with five yearly upwards only rent reviews with the last rent review effective in November 2010 devaluing to a rent of approximately £17.00 per sq ft on the ground and first floor with mezzanine storage at £8.50 and the lift lobby area at £5.50 per sq ft.
- 7.2 Within the Waitrose/Strathclyde demise, there are 64 rooftop car parking spaces which can only be accessed over PMT/UDC land. This is subject to a separate parking agreement between the parties.
- 7.3 The income generated from these car parking spaces is pooled and managed under the car parking management agreement and then shared on a pre-agreed basis as referred to later.

8.0 Pig Market Trust Land and Uttlesford District Council – existing arrangements

- 8.1 Both the above parties hold freehold interests of land which sits at the rear of the existing Waitrose store. Vehicular access for a number of adjoining ownerships is held via a right of way agreement.
- 8.2 The existing boundaries of the PMT (Green) and UDC (Red) freehold ownerships are highlighted on the ordnance survey plan set out in Appendix 5 .
- 8.3 There is a pedestrian access and right of way down the western side of the Waitrose store on Strathclyde land which connects Hill Street to the PMT/UDC land to the rear. The PMT land does not have any direct frontage to Hill Street and limited frontage to Elm Grove, after rights of way are considered.
- 8.4 The decked car park sits on land jointly held by PMT and UDC, mainly to the western end of the PMT holding, whilst there are a limited number of surface car parking spaces at the eastern end of the PMT holding. We are advised that there are vehicular rights of way which pass over this land (at this point it is PMT land) for Waitrose as well as other occupiers and owners of properties fronting on to Hill Street.
- 8.5 The area of land held by PMT and UDC is subject to control under the car parking management agreement which Waitrose are party to, referred to later.
- 8.6 Within the UDC land are six car parking spaces currently held by Self Build Limited which are also referred to in section 9.0 below.
- 8.7 The decked and surface car parks are used as a shoppers short stay car park for the town as a whole. We believe it is heavily used by customers shopping in the Waitrose store who we understand can secure a refund on their parking charges for a capped period of time, and this is funded by Waitrose.

9.0 Self Build Limited

- 9.1 As part of the original negotiations in respect of development of the existing car park and store, Uttlesford District Council granted Self Build Limited an exclusive right and licence dated 30 March 1992 for a period of 999 years from 1 July 1992 for six car parking spaces on UDC land plus a right of access to them.
- 9.2 Self Build Limited are to pay all rates, taxes and any other outgoings, etc. plus they would pay a percentage of service charge to UDC based on the proportion of number of spaces to total spaces in respect of costs incurred by the council relating to cleaning, lighting, repairing and maintaining, etc.
- 9.3 In the event of redevelopment of the original car park, UDC has the right to terminate this agreement on not less than six months prior written notice, however, on expiration of the existing agreement a new licence is to be granted in a similar form for six car parking spaces in proximity to 5-7 Hill Street which

are no less convenient or advantageous. In the event of a dispute the matter was to be referred to the RICS under the Arbitration Act.

- 9.4 Following discussion between Waitrose and Self Build Limited, negotiations have been finalised to relocate the six spaces both on a temporary and a permanent basis in order to facilitate the new development outlined. A copy of the Heads of Terms Agreement is set out in Appendix 6.
- 9.5 The in principle agreement between the parties is for a temporary relocation of the six car parking spaces on to PMT land during the construction of the Faircroft car park and then a permanent relocation on to the freehold land held by UDC over which the new Faircroft car park will be built.
- 9.6 Notice has been served on Self Build Limited by UDC so that the car parking spaces can be relocated both on a temporary and permanent basis in an appropriate timescale.
- 9.7 Safeguards and guarantees are included in the Agreement with Waitrose to ensure that the temporary relocation of the six spaces on to PMT land during the development programme cannot become permanent in the event of default of the contract by Waitrose.

10.0 Existing Car Park Management Agreement and Arrangements

- 10.1 There is a car park agreement dated 20 November 1987 between Waitrose and Uttlesford District Council. It is assumed that this also includes the Pig Market Trust for whom Uttlesford District Council act as Trustees, although they are not specifically named but all their spaces have been included in the workings of the agreement, since its outset.
- 10.2 The plan setting out the demise for the agreement also includes the Pig Market Trust land.
- 10.3 The original agreement was for a period of 12 months from 20 November 1987 with the agreement continuing until determined by either party upon six months notice.
- 10.4 Under the agreement Waitrose, PMT and UDC are to combine all of their car parking spaces within the various ownerships / demises so they can be managed as a single car park entity within a single demise.
- 10.5 Under the agreement, the income from all spaces is to be combined and after the deduction of allowable costs, the revenue is to be split in proportion to the number of car parking bays situated on the lands of the respective parties. The agreement, however, sets out the specific proportions to be allocated to each party which we assume applied at the commencement of the agreement. The allowable costs/deductions are listed in point 19.7 and the agreement, is set out in Appendix 7.

- 10.6 The Council (UDC) is to install machines, display boards, electric supply and communications cables. They are also to clean, look after litter bins and any salting as well as maintain and repair the car park surface throughout.
- 10.7 Waitrose are to maintain and repair the roof slab where it falls within/over their demise, the walls and the rails but excluding the actual surface of the car park. Waitrose are to keep the lifts and stairs which fall within their separate demise, open and adequately lit.
- 10.8 The car park is to be used as a public car park only and UDC are to be responsible for the collection of car parking charges and excess charges as well as the prosecution of any offenders.
- 10.9 UDC did originally grant four car parking spaces under licence to Choppens and Company but we have been advised by Legal Services that this was cancelled in 1991 with the spaces reverting back to UDC for inclusion in the agreement.
- 10.10 The pre-defined split of income within the actual agreement was originally based on 234 spaces held by PMT/UDC (76.72%) and Waitrose 71 spaces (23.27%), a total of 305 spaces.
- 10.11 There is no indication of the exact number of spaces contributed to the agreement by PMT and UDC individually, there are only the individual percentages and the total number of 234 spaces from the combined land holdings of PMT/UDC.
- 10.12 The accounts however, refer to a slightly different total (303) which produces a percentage allocation that does not total 100%, as follows:-
- | | | |
|----------|------------|-----------|
| PMT | 66 | (21.78%) |
| UDC | 166 | (56.44%) |
| Waitrose | 71 | (23.43%) |
| Total | <u>303</u> | (101.65%) |
- 10.13 We have not been able to secure an explanation as to why a variation has arisen between the original car park management agreement and what is actually allocated in the final accounts each year. Since the agreement was entered into in 1987 and various alterations have taken place over the years this is perhaps understandable.
- 10.14 Due to the quality of the plans supplied which do not reflect the existing car park as built, combined with the configuration of the car park on the ground it is very difficult to predict the exact ownership boundaries and therefore the exact number of spaces within the individual ownerships.
- 10.15 The exact car parking numbers are also very difficult to analyse as various areas have been assigned for pedestrian circulation, trolley bays, etc. The figures below are therefore the most accurate forecast we have been able to provide,

following on site survey and reference to old plans based on the current land boundaries.

PMT	58	(19.86%)
UDC	170	(58.22%)
Waitrose	<u>64</u>	(21.92%)
Total	292	spaces

This excludes the Self Build and SWTC spaces which are excluded from the calculation because they do not contribute to income, see 10.17 below.

- 10.16 Since the original agreement was put in place, it appears that there have been various alterations to the layout of the car park and Waitrose have also removed a number of spaces within their demise following the building of additional plant areas. This may explain some of the variables and inconsistencies which can be seen from the table set out in Appendix 12.
- 10.17 We understand that there are a limited number of spaces sitting beneath the entrance and exit ramp to the first floor deck which have been used by the Town Council in relation to the market. It is assumed that these spaces do not generate income as they are not part of the main car park and we understand that UDC are in discussions with the Town Council and will be responsible for the relocation of these spaces. These spaces are not included in the above figures.
- 10.18 UDC have provided us with the latest accounts for the car park and we understand that the total income net of allowable costs and deductions for the year 2013/2014 is £209,067 including penalties, equating to £716 per space. The forecast net income for the year 2014/2015 is £208,203 including penalties, equates to £713 per space. The net income per space calculation is based on the counted spaces on the ground.
- 10.19 Although the final allocation in the accounts does not align with the calculation in 10.12 above it may well be that some of the above issues might be applicable. We have therefore based the calculations below on the current final income allocation percentages as highlighted in the red column 6 of Appendix 12.

11.0 Value of PMT Existing Interest

- 11.1 Although we have assumed that the car park agreement with Waitrose only runs from year to year, Waitrose still has seven years of their occupational lease on the supermarket to run assuming no development proceeds. As they are the main town centre supermarket operator in an affluent market town, we have assumed for this valuation that they would be likely to renew their lease even on the existing store and therefore the car park would continue to operate as it currently is, generating increasing income for the foreseeable future.

- 11.2 The car parking charges can be changed and increased by prior consultation and agreement between the parties. While it is difficult to predict future increases of such charges, it is likely that they may well increase each and every year. Having discussed this with UDC, we understand increases are running below the current rate of inflation as there are political considerations from the Council and trading considerations from Waitrose to be borne in mind.
- 11.3 Therefore, whilst the income is not totally secure, in reality it is likely to continue into the future with potential for annual increase. We have taken the figures that UDC has supplied using the current income for 2013/2014 and valued it with a reversion to the forecast income in 2014/2015. We have adopted a capitalisation yield of 8% to allow for the inflationary nature of the income but set against some variance in the annual costs. This produces a capital value net of purchaser's costs of £1.88 million which gives PMT a share of £422,000 based on its holding of 22.38%.
- 11.4 We have also considered the potential useful life of the car park. If kept in good and proper repair and assuming that it is not subject to any construction issues, then it is reasonable to assume that it should have a life of circa 50 years which we have assumed would commence from 1987. This suggests that the income should last for 25 years plus without any major deductions beyond the current level plus inflation.
- 11.5 In the event of Waitrose leaving at the expiry of their occupational lease in 2020, we believe it would likely still continue to operate as a town centre shopper's car park. There is a strong possibility that another tenant or tenants would seek to trade from the store.
- 11.6 Whilst Waitrose's occupation is likely to drive a higher usage of the car park than that of another retailer, we have assumed that there could be a fall of up to 25% in income, although this is difficult to predict. Therefore if this scenario occurred, then the capital value net of purchaser's costs could drop to a figure in the region of £1.262 million which produces £282,000 based on PMT's current estimated share of 22.38%.

12.0 The Development Proposals as Promoted by Waitrose

- 12.1 Waitrose are proposing to extend their existing store and rooftop car park, on land which is currently owned by PMT/UDC and presently used as car parking.
- 12.2 Under the car parking agreement, the indicated number of car parking spaces available is 305, however, in reality following changes over the years it is estimated that on the ground the combined car parks currently only provide approximately 292 spaces.
- 12.3 They are also proposing to completely demolish and rebuild the existing decked car park which currently falls on PMT and UDC land. By rearranging the new car park over a number of levels they have been able to maintain a total of 290 car spaces in the new development, which will fall over SPF/WPLC, UDC and PMT land.

- 12.4 However in order to extend the Waitrose store, together with rooftop parking, Waitrose have proposed that they need to acquire some of the freehold land which is currently in the ownership of PMT/UDC over which the new store extension, rooftop car park and lift area will sit.
- 12.5 It is estimated that the land required to be taken from PMT/UDC to achieve this is of approximately 6,926 sq ft (0.159acres) based on our measured areas from plans supplied to us by Waitrose. As can be seen from the plan in Appendix 8 this area of land is currently in the joint ownership of PMT and UDC.
- 12.6 PMT's share of this land amounts to 2,115 sq ft (0.049acres) and in percentage terms 30.53%.
- 12.7 The new extension will create additional floor area for Waitrose of 4,851 sq ft at ground floor plus a mezzanine storage area of 2,163 sq ft and 12 additional car parking spaces on the roof. There is also an additional area of land required for the redevelopment of the lift and stairs amounting to 1,110 sq ft and loading bay area of 289 sq ft.
- 12.8 It is estimated that the total residual value of the land taken in point 12.5 based upon the plans tabled by Waitrose is circa £750,000. PMT's share based on the land holding percentage of 30.53% is £229,000.
- 12.9 In our appraisal we have applied a rental rate of £19.50 per sq ft to the ground floor accommodation, with the mezzanine and loading areas at 50%, but no value on the lift area. Assuming Waitrose is in occupation on a new 25 year lease we have applied a yield of 5% before the deduction of purchaser's costs. Based on the apportionment of the base build costs tabled by EC Harris via Nigel Rand of approximately £855,000 excluding fees and contingency, and allowing for a notional developer's profit of 12.5% with a finance allowance at 6% this results in a notional residual land value of approximately £750,000.
- 12.10 We have had to make our own estimation and rationalisation of some of the above costs supplied by EC Harris as we have not secured detailed answers to our queries about them. The main issue is that their costings are for the whole project built without proper and detailed apportionment of the separate parts. We have also had to adjust the timing for a more realistic market scenario.
- 12.11 Our view is that some of the costs tabled would apply to other areas of the existing store development which fall on Strathclyde land, and should therefore be stripped out of any residual appraisal undertaken on PMT/UDC land. Waitrose and their agent argue that it is very difficult to strip out these costs and some costs such as the stripping out of internal walls have come about as a result of the car park development, whilst we would suggest they are for an improvement of the existing store space held over the Strathclyde land.
- 12.12 If we were to use the full costs of £2.9million tabled by Waitrose, to include preliminaries, professional fees and a contingency, then we calculate a residual value of minus £794,000 before making any allowance for profit. The base build cost within that figure is £1.96million, which appears to be high for the provision

of an additional rentalised area of only 7,014 sq ft, of which 2,163 sq ft is stated to be of light mezzanine construction.

- 12.13 There is therefore a very considerable differential in the two residual values produced of £750,000 and minus £800,000. The conclusion, based on the limited information tabled which has not been verified by a quantity surveyor, is that our own calculation is likely to provide a more realistic figure to reflect market circumstances, and show a positive land value.
- 12.14 Turning to the remaining land held by PMT/UDC, Waitrose are to provide a newly constructed car park on this land at no capital cost to PMT/UDC. The estimated costs as provided by EC Harris via Nigel Rand are £2.6 million including preliminaries, professional fees and a contingency. The base build figure equates to £13,000 per space.
- 12.15 Turning to the value of the newly proposed car park held by PMT/UDC, it is assumed that the proportions as set out in the new car park management agreement will apply for the new car park. We have therefore valued on the projected income for 2014/2015 at an effective date of 1 September 2014, however, we have reduced the yield to 7% to allow for the likelihood of a lower level of deductions in respect of repair, maintenance, etc. as it is a brand new car park, and there is also likely to be higher potential usage by shoppers as it will be more efficiently laid out with better access. Therefore the income going forward is likely to grow at a stronger rate and hence the adjustments in yield from the current car park. We have also assumed that Waitrose will be on a new lease in the supermarket for a term of 25 years so a stronger car park income should run for longer assuming it is assisted by Waitrose's occupation. On this basis, we estimate that the capital value net of costs of the proposed car park held by PMT/UDC following development would be £2.16 million after the deduction of purchaser's costs. PMT's share based on proposed split of income of 22.38% would be £483,000.
- 12.16 This shows uplift over the existing car park interest of £271,000 with PMT's share equating to say £60,000. This can be considered a conservative figure as we have applied the same rates of net income for both the new and the old car parks and have adjusted values on a yield shift of 1%.
- 12.17 Furthermore, Waitrose have agreed to maintain PMT's income throughout the period of the development which is estimated at 38 weeks in total for store and car park, and 28 weeks for the car park alone.
- 12.18 We have not valued the 12 additional car parking spaces which are on the rooftop of the new extension since Waitrose are maintaining the previous income split on car parking revenue and the rental valuation of the store space in the extension assumes that there are a restricted number of car parking spaces within the demise of the trading space (of which the 12 spaces form part) and this will be reflected at future rent reviews, however, the car parking ratio is not at a level which would command a full rental value for the floor space.

13.0 UDC Land Swap with PMT

- 13.1 On the signing of the legal agreements, it is proposed that PMT will transfer to UDC all that land identified under plot A with a red boundary on the ordnance survey plan set out in Appendix 8. The area of this land is approximately 2,115 sq ft (0.049 acres).
- 13.2 As part of that same agreement, UDC will transfer to PMT the freehold interest in the area of land as identified as Plot B highlighted with a green boundary in the ordnance survey plan set out in Appendix 8. The area of land is identical to that transferred in 14.1 above i.e. 2,115 sq ft (0.049 acres).
- 13.3 Each transfer will be undertaken for the sum of a peppercorn with Waitrose covering the cost and indemnifying PMT for all charges and fees including stamp duty and any other taxes incurred in the transaction.

14.0 Rationale and Justification for the Land Swap

- 14.1 By undertaking the land swap set out in Section 13.0 above PMT are able to maintain the same total area of freehold land holdings of 23,353 sq ft (0.536 acres) without reduction as the area of land they hold both before and after the transaction is identical.
- 14.2 As a result of this transaction PMT suffer no dilution of income and are able to maintain and improve their income in the future as car parking charges are likely to increase and repair costs are likely to fall when compared with the existing old car park. PMT should be left in the position of holding a stronger and more secure investment.
- 14.3 As an alternative to the proposed land swap PMT could sell the area of land transferred to UDC for the sum of £30,530. However, as a result of such a transaction they would not secure any replacement land and their land holdings would reduce from 23,353 sq ft to 21,238 sq ft.
- 14.4 As a result of the reduction in land holdings set out in 15.3 above PMT would also suffer a reduction of approximately 8/9 car parking spaces which in turn would reduce their income by approximately £6,450 per annum under the car park management agreement. The estimated capital value of the car parking spaces lost is £86,800 net of costs.
- 14.5 We have considered the fact that jointly PMT/UDC are being asked to give up land of approximately 6,926 sq ft for which they hold the freehold interest.
- 14.6 We have calculated that the residual value of this land based upon the development proposals tabled at circa £750,000 (PMT share £228,975), yet Waitrose are making an offer at only £100,000 (PMT share £30,530), however, they argue that PMT/UDC could not realise the higher value in the open market, as the value only attaches to the redevelopment of the whole car park behind, which has a total cost to Waitrose of some £2.6 million and therefore the true

residual value of the extension as part of the wider scheme would be at least minus £2 million (PMT share minus £963,000).

- 14.7 In our view if a private external developer was asked to undertake the development of this wider scheme including the building of the whole car park on the terms proposed, it would not appear to be viable on standard market terms particularly if one was to include usual developer's profit of between 10 and 20% based on costs expended including finance.
- 14.8 We understand that the transaction Waitrose is proposing with Strathclyde Pension Fund is that Waitrose will build out this development, and Strathclyde will buy out the investment created of the extended area (on the land taken from PMT/UDC) at a figure as close as they can negotiate to their total costs. In reality this receipt is likely to be no more than £2.5 million so leaving them with a substantial loss in pure development terms. Waitrose will be able to justify undertaking this development on their own criteria, an increase in customers, reduced loss of customers to competing stores and an increase in turnover and profitability. We however, are being asked to judge this on pure property terms, and are unable to undertake such a valuation/appraisal.
- 14.9 If the development is judged in overall property terms we believe it makes a substantial loss, but if the extension is judged in isolation separate from the full costs of the replacement car park, then it generates a positive residual land value. The only way the extension could be separated out, is if the existing car park had the new extension cut out of it, but leaving the existing car park in place to operate with a lower number of spaces in a very poorly configured layout which would likely produce a significantly lower car park valuation figure. We do not think such an extension could be realistically achieved leaving the existing car park in situ without incurring substantial and unrealistic cost.
- 14.10 An alternative consideration is whether there is a different form of development that could be secured in the open market . If PMT and UDC are prepared to sweep away the current high level of car park use and if a planning consent could be secured for residential and/or office use, then it might be possible to secure an alternative land value from another party. We refer you to our commentary and assumptions in Section 6.0, where our view is that this would be difficult to achieve.
- 14.11 There is also the option to do nothing with Waitrose continuing in occupation under their lease until expiry in seven years time. Waitrose would then make a decision as to whether they remain trading in Saffron Waldron in a substandard store with substandard car parking arrangements to the rear and on the roof, or withdraw from the town altogether. As Waitrose operate a major quality food store based right at the heart of the town centre, then PMT might wish to consider whether they would be prepared to consider the possibility of such a scenario, particularly as their continued presence is likely to provide an uplift to an element of the car park income.
- 14.12 The likelihood is that Waitrose may stay as there is restricted competition in Saffron Walden and the catchment is suited to their brand however it cannot be guaranteed. If they stayed on the present terms then PMT should retain their

income from the operation of the car park until it reaches the end of its useful economic life, albeit with a likely increasing level of repair costs so reducing net income.

14.13 Overall therefore it is very difficult to judge this scenario and the development proposals in pure property terms, but PMT/UDC do secure a brand new car park which Waitrose are funding in isolation at an indicated cost of £2.6 million. They are also maintaining PMT's income throughout the development period, and they are prepared to maintain the former proportions of revenue which would not be strictly allocated based on the new proposals.

14.14 We have also been able to negotiate an improvement to the combined income allocated to UDC/PMT.

14.15 The current split of income within the car park management agreement is based upon the following:-

Party	Current Spaces	%
Strathclyde/Waitrose	71/303	23.43
Combined PMT/UDC	237/303	78.22
UDC	171/303	56.44
PMT	66/303	21.78

14.16 Due to Waitrose installing a number of plant areas on the previous areas of car parking, the actual on site ratios existing today are as follows:-

Party	Current Spaces	%
Strathclyde/Waitrose	64/292	21.92
Combined PMT/UDC	228/292	78.08
UDC	170/292	58.22
PMT	58/292	19.86

14.17 We have been able to negotiate with Waitrose that the new car park management agreement will reflect the current position as actually existing on site today and therefore the combined PMT/UDC ratio will improve from 76.57% to 78.1%. PMT and UDC will therefore jointly collect a higher proportion of income on the new car park than they enjoy under the current agreement.

14.18 We have negotiated the improvement in 14.16 above as a joint proposal. However, when PMT are judged in isolation the table in Appendix 12 demonstrates that PMT suffer a fall in income based on actual spaces on the ground - compare columns 6 and 9. It is proposed that UDC and PMT come to an arrangement whereby UDC effectively subsidise the difference and maintain PMT's net income at 22.38% of the overall total for the car park. This involves UDC reducing from 58.22% to 55.7% although they currently only enjoy 54.19%. This is set out in columns 10 and 11 of Appendix 12.

- 14.19 If the extension plot were to be valued purely in isolation and ignoring the build costs of the new car park, then PMT/UDC jointly secure uplift in value to combined car park investment of circa £271,000 but would suffer a loss on the notional freehold transfer of the extension of circa minus £650,000 which in pure financial terms may not be justified.
- 14.20 PMT's share based on the current percentages is uplift on car park investment of say £60,000 but a loss on the notional freehold transfer of say £200,000.
- 14.21 On the basis that the extension to the store is being treated and valued in isolation, then the overall consideration is that PMT/UDC are effectively being asked to take a loss on their residual land value in order to help subsidise the construction of a new car park.
- 14.22 We have proposed that PMT swap land with UDC rather than undertake a direct sale to Waitrose. By doing this they do not suffer any notional loss of residual land value of the store extension area.
- 14.23 Finally, there is a potential scenario at some stage in the future when the existing car park is beyond economic repair. At today's prices it may cost in the region of £2.6 million to replace with a new facility which meets modern criteria and legislation but since the car park remains on PMT/UDC land, without Waitrose, you (PMT/UDC) would jointly be required to fund the rebuild.
- 14.24 PMT's share of this cost based on the current income split would be 22.38% or £581,880. Alternatively if negotiated based on a percentage of land holdings this could increase to say £1.25million.
- 14.25 There are a number of additional positives which should be considered if this development proceeds although they are difficult to quantify in pure monetary terms. A larger Waitrose will produce a higher rental value, and therefore a higher rateable value, in turn producing increased income for the local authority.
- 14.26 The larger store is also likely to attract additional shoppers to the town resulting in increased expenditure potential for other businesses in the town centre. In the longer term it might also result in higher property values and therefore rates receipts.
- 14.27 The newly built car park should require significantly lower expenditure on repairs and maintenance, which should in turn result in a higher net income to PMT/UDC as well as Waitrose. The larger store may well generate higher usage of the car park also resulting in a higher turnover level and increased car park income.
- 14.28 Having considered the position of each of the parties, and the primary and ongoing requirement of PMT/UDC to maintain a high quality car parking facility in the town centre for the foreseeable future, then based on the figures and information presented to Chase & Partners, we believe that these terms represent a fair offer to PMT. In effect Waitrose are funding the development of a new car park at no cost to PMT. The land swap with UDC would leave PMT in effectively the same position after the development in terms of total land holdings and percentage of income.

15.0 The Overall Rationale and Justification for the Pig Market Trust

- 15.1 Assuming that the proposal as set out above is ratified so that the Pig Market Trust swap part of their land with Uttlesford District Council they would then secure the following benefits:-
- 15.1.1 PMT maintain the same area of freehold land that they currently hold 23,353 sq ft.
 - 15.1.2 PMT maintain the same share of car park net income that they currently enjoy under the existing car park management agreement – 22.38%.
 - 15.1.3 Both PMT and UDC secure the construction of a completely new decked car park funded by Waitrose with no direct capital input by PMT or UDC. If maintained in good repair, this new car park should have a useable life of circa 50 years.
 - 15.1.4 The new car park has a similar number of spaces to those which have been counted on the ground (292 currently, versus 290 proposed) so income should be maintained.
 - 15.1.5 As a result of the construction of the new car park, there should also be an improvement in your net income position. Assuming that current gross income levels are maintained or increased, then PMT's net income position should improve as the level of deductible repairing costs are likely to be lower for the new car park. We understand that the existing car park has repairing issues as a result of water ingress although these have not been quantified to us and against that general background, it is likely that the repairing costs are likely to increase if the existing car park is retained.
 - 15.1.6 Waitrose are to maintain the car park income during the development period to both PMT and UDC between the closure of the existing car park facility, and the opening of the new facility. If you had to undertake your own direct development in the future this benefit would not be available.
 - 15.1.7 Despite Waitrose covering the full build cost of the new car park, PMT/UDC effectively retain full management control of the facility, through the sub-lease and CPMA.
 - 15.1.8 The construction of an extended and rearranged Waitrose store should result in additional shopper visits and higher level of car park usage to the Faircroft car park. This will increase in the level of gross turnover generating higher levels of income for the parties to the car park management agreement including PMT.
- 15.2 Assuming that PMT undertake the land swap with UDC as proposed above, in our view there is no obvious downside to the transaction as tabled. PMT suffer

no real change to their position both before and after the transaction, yet there are positive benefits and upside as set out in Point 15.1 above.

- 15.3 A direct comparison of the 305 spaces set out in the existing CPMA shows a reduction to 290 spaces for the new car park. In reality the number of spaces currently counted on the ground is only 292 spaces, and therefore there is a reduction of 2 spaces between the old and the new. Due to this however, we have been able to negotiate the current split of income to be shared between PMT/UDC of 76.6% is uplifted to 78.1%.
- 15.4 Despite PMT's actual number of spaces on the ground having reduced over the period since the original CPMA was entered in to they are not suffering any deduction to their share of 22.38% the net income.
- 15.5 If PMT decided they would prefer to sell their share of the freehold land to Waitrose/Strathclyde instead of arranging a swap with UDC then all of the above benefits would still apply, however, they would suffer a loss of spaces and therefore a loss of income which we estimate would be approximately £6,450 per annum giving a loss of capital value of circa £86,800 net of costs.
- 15.6 On balance therefore we have concluded that PMT would prefer to maintain their position as currently exists, and not suffer a notional loss on sale if the sale were to be judged in isolation from the cost benefit of having the new car park built for them.

16.0 Justification for no marketing

- 16.1 We are not aware of any marketing having been undertaken of the freehold land to be swapped with Uttlesford District Council. Since our involvement we have not been asked to offer the land for sale in the open market.
- 16.2 As a result of the proposed transaction PMT is undertaking the land swap with UDC thereby replacing land currently used for decked car parking with land used for exactly the same use.
- 16.3 If PMT as an alternative decided to sell their plot jointly with UDC to Strathclyde/Waitrose, for £100,000 (PMT share £30,530) it could use the proceeds of the sale to invest elsewhere to secure alternative income, however, due to the relatively small nature of the sum raised, in our view it would be unlikely to produce the same quality of income that it currently enjoys from the car park. We also believe that as set out in 15.0 above the future prospects for uplifting net income should improve.
- 16.4 In our view it would be difficult for any alternative forms of development to be promoted in this location on the basis of configuration/site constraints, viability, planning background, and the stance that UDC could adopt by operating in isolation.

- 16.5 Against this background it is unlikely that even if the property was placed on the open market that it would attract a bid better than the current car parking use value which is based on the income generated.
- 16.6 We have also considered whether PMT could they secure a special purchaser bid for their holding from Strathclyde/Waitrose. As we have set out in point 14.10 we do not believe that the extension of the new store can be dealt with in isolation from the building of the new car park. As a result our conclusion is that the entire scheme would not be viable for Waitrose or Strathclyde due to the very significant cost of the car park build if a figure of more than £100,000 was to be paid for the jointly held PMT/UDC plot of land. We have negotiated with Waitrose as they were originally offering nil consideration for this plot of land and we believe that that is the best figure achievable against the overall viability of the entire scheme to include the new car park.
- 16.7 Having considered the above points we do not believe that marketing of the land would secure an improved position. The proposed land swap with UDC allows PMT to maintain exactly the same level of land holding, in an almost identical location and adjacent to their existing land holding, so that they still retain the option of a sale at some time in the future.
- 16.8 It is proposed that both PMT and UDC will grant additional rights of access over their land for the benefit of the Waitrose leasehold interest. As there are already numerous rights of access granted over the PMT land we do not see this as a major disbenefit to PMT.
- 16.9 A summary of the main figures and percentages are set out in Appendix 13.

17.0 Proposed Documentation

Long Leasehold Interest

- 17.1 Waitrose was originally seeking a long leasehold interest in excess of 100 years, as they require a longer term than usual in order to write off the development costs incurred of providing the newly built car park. We have been able to negotiate this down to a 50 year term.
- 17.2 We set out below a summary of the terms and clauses within the Heads of Terms Agreement along with our comments.

Item	Party	Proposed	Position	Comments
Term	Landlord : PMT/UDC Tenant: Waitrose	50 years		To meet requirement for two 25 year occupational terms on the supermarket and allow Waitrose to write off development costs
Break Clause / Termination	Waitrose	Can determine lease at 3 months prior notice		Waitrose need to be able to exit if withdraw from

				supermarket, but the sublease and CPMA would all revert back to direct control of PMT / UDC through the freehold.
Rent		Peppercorn		
Landlord and Tenant Act 1954 (Part 2)	Waitrose	Excluded from security of tenure provisions		To ensure tenant does not have renewal rights beyond 50 year term.
Repairs	Waitrose	Repairs, decoration and maintenance of building including structure.		Eventually recharged to CPMA
Rates	Waitrose	Tenant responsible		Eventually recharged to CPMA
Insurance	PMT / UDC	Building and structure with full costs reimbursed by Tenant.		Eventually recharged to CPMA
Use		Public town centre short term car park. Defined part for horticultural sales.		
Alterations	Waitrose	Prohibition against structural or external alterations. Restriction on alterations which will affect repairing liability or net income to the CPMA		Seek to protect structure and any potential reduction in net income under CPMA.
Alienation	Waitrose	Tenant can assign leasehold including sub-lease but barred from assigning to adjacent landlord. Underletting is prohibited other than to PMT / UDC.		PMT / UDC would still retain direct control and running of car park under the sub-lease and CPMA. Adjacent landlord cannot access marriage value without referring to freeholder.
Self Build Limited		A 999 year underlease will be granted on same terms as currently exist.		Obligated to reinstate under terms of existing agreement with Self Build

17.3 The draft heads of terms are set out in Appendix 9.

Sublease Interest

17.4 The sublease is for an identical term to the head lease granted to Waitrose less three days, and the rationale behind the agreement is to allow management control to be handed back to PMT and UDC jointly. Therefore if Waitrose are no

longer involved in the running of their store or the car park in the future, then PMT/UDC are protected by retaining management control.

- 17.5 PMT/UDC are able to pass on the costs of insurance, repairs, decoration and maintenance, as well as rates to the parties subject to the car park management agreement.
- 17.6 A summary of the terms and clauses relating to the sublease along with comments are set out below.

Item	Party	Proposed	Position	Comments
Term	Head-lessee: Waitrose Sub-lease: PMT/UDC	50 years less 3 days		To meet requirement for two 25 year occupational terms on the supermarket and allow Waitrose to write off development costs
Break Clause / Termination		Can determine lease at 3 months prior notice		Waitrose need to be able to exit if withdraw from supermarket, but the sublease and CPMA would all revert back to direct control of PMT / UDC through the freehold.
Rent		Peppercorn		
Repairs	PMT / UDC	Repairs, decoration and maintenance of building including structure.		Subject to recharge to CPMA
Rates	PMT / UDC	Tenant responsible		Subject to recharge to CPMA
Insurance	PMT / UDC	Building and structure with full costs reimbursed by Tenant.		Subject to recharge to CPMA
Use		Public town centre short term car park. Defined part for horticultural sales.		
Alterations	PMT/UDC	Prohibition against structural or external alterations. Restriction on alterations which will affect repairing liability or net income to the CPMA		Seek to protect structure and any potential reduction in net income under CPMA.

Alienation	PMT/UDC	Tenant can assign to a car park operator. Underletting is prohibited other than via the CPMA.		PMT / UDC would still retain direct control and running of car park under the sub-lease and CPMA. Adjacent landlord cannot access marriage value without referring to freeholder.
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17.7 The draft heads of terms are set out in Appendix 10.

Car Park Management Agreement

17.8 A summary of the terms and clauses relating to the CPMA along with comments are set out below.

Item	Party	Current	Proposed	Position	Comments
Term	PMT/UDC/ WPLC	12 months from 20 November 1987 to roll over until notice served by either party.	25 years Intention to extend for 25 years	PMT were not a named party at the original CPMA, but now party to the agreement	
Party to manage		UDC (the operator)	UDC		
Number of spaces	PMT/UDC/ Waitrose	PMT 65 spaces UDC 158 spaces WPLC 68 spaces Total 292	PMT 65 spaces UDC 167 spaces WPLC 64 spaces Total 290		
Repairs	UDC/PMT/ WPLC		Repairs, decorations and maintenance of car park including structure. Repairs, decoration and maintenance of carpet surface and machinery.		Charged to CPMA Charged to CPMA
	Waitrose		Maintenance and repair of floor slab, parapet walls, general rails, lifts and stairs to car park.	No change	No recharge
Insurance	PMT/UDC	The operator	Responsible for car parking on UDC/PMT land, plus car park surface and machinery.		
	Operator		Public liability.		
Use			Public town centre short term car park.	Minor wording variation.	Similar position
Deductions/ expenditure		As set out in CPMA	As set out in CPMA.	No change.	See separate itemised

					list below.
Installation of equipment		Original development UDC installed	Waitrose install at their cost as part of its development.	To the benefit of PMT/UDC.	
Revenue	PMT/UDC/Waitrose	Split of income agreement:- PMT 21.78% UDC 56.44% Waitrose 23.43% Accounts split:- PMT 22.38% UDC 54.19% Waitrose 23.43%	Proposed income under CPMA split:- PMT 19.86% UDC 58.22% Waitrose 21.92%	It is proposed that a further adjustment is made between PMT and UDC as follows:- PMT 22.38% UDC 55.7% Waitrose 21.92%	Final adjustment so that PMT maintain some proportion of income.

17.9 The draft heads of terms are set out in Appendix 11.

17.10 A schedule is set out below which summarises the current and proposed position on deductions from the gross income.

17.11 The main difference is in relation to the term whereby under the existing CPMA it ran for 12 months but on a rolling basis until notice was served by any party, whereas the new CPMA is intended to align with the 50 year head leasehold term and is therefore divided potentially in to two 25 year terms. Otherwise, there are no other major changes other than general modernisation of the wording and the final adjustment referred to in 17.12 below.

17.12 A final adjustment is to be made between PMT and UDC so that PMT maintain their current income apportionment of 22.38%.

Old Agreement

Expenditure on:-

1. Maintenance, cleaning and repairs including resurfacing.
2. Replacement of ticket machine.
3. Provision of ticket machines and parking equipment.
4. Electricity supply for the ticket machine.
5. Staff administration.
6. Supply of tickets.
7. Rates and water rates.

New Agreement

1. Repairs – building, machinery, signage and car parking surface.
2. Maintenance – building, machinery, signage and car park surface.
3. Reinstatement – machinery, signage and car park surface.
4. Rates.
5. Insurance – buildings, machinery, signage and car park surface and liability.
6. Cleaning – buildings, machinery, signage and car park surface.
7. Energy cost.
8. Management and administration overhead.
9. NEPP management fee.

18.0 Land Transfer between the Pig Market Trust and Uttlesford District Council

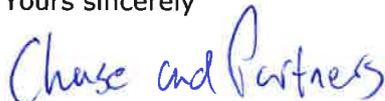
- 18.1 The land transfer plans are set out in Appendix 8.
- 18.2 It is proposed that identical areas of land are swapped between PMT and UDC so PMT retain the same total land holdings. Waitrose are to cover all costs and tax charges incurred as a result of this transaction.

19.0 Recommendation

- 19.1 We have considered the above calculations, negotiations and agreements, and have concluded that the Pig Market Trust should swap the land identified with Uttlesford District Council for a nil consideration. They should also enter in to the Heads of Terms agreements on the head lease, sub lease and car park management agreement as proposed which seek to maintain their total overall land holdings without deduction and also maintain their current proportion of net car parking income.
- 19.2 On the basis that the final legal agreements including development agreement will follow the Heads of Terms agreement then based on the assumptions made, Pig Market Trust should effectively be in a no worse position than currently exists today, and following completion of the new car park development, they should be in an improved position with a new asset which is likely to be subject to lower running costs.

We trust that our report contains all the information that you require, however, if there are any queries relating to this report then they should be addressed to Mark Paynter MRICS.

Yours sincerely



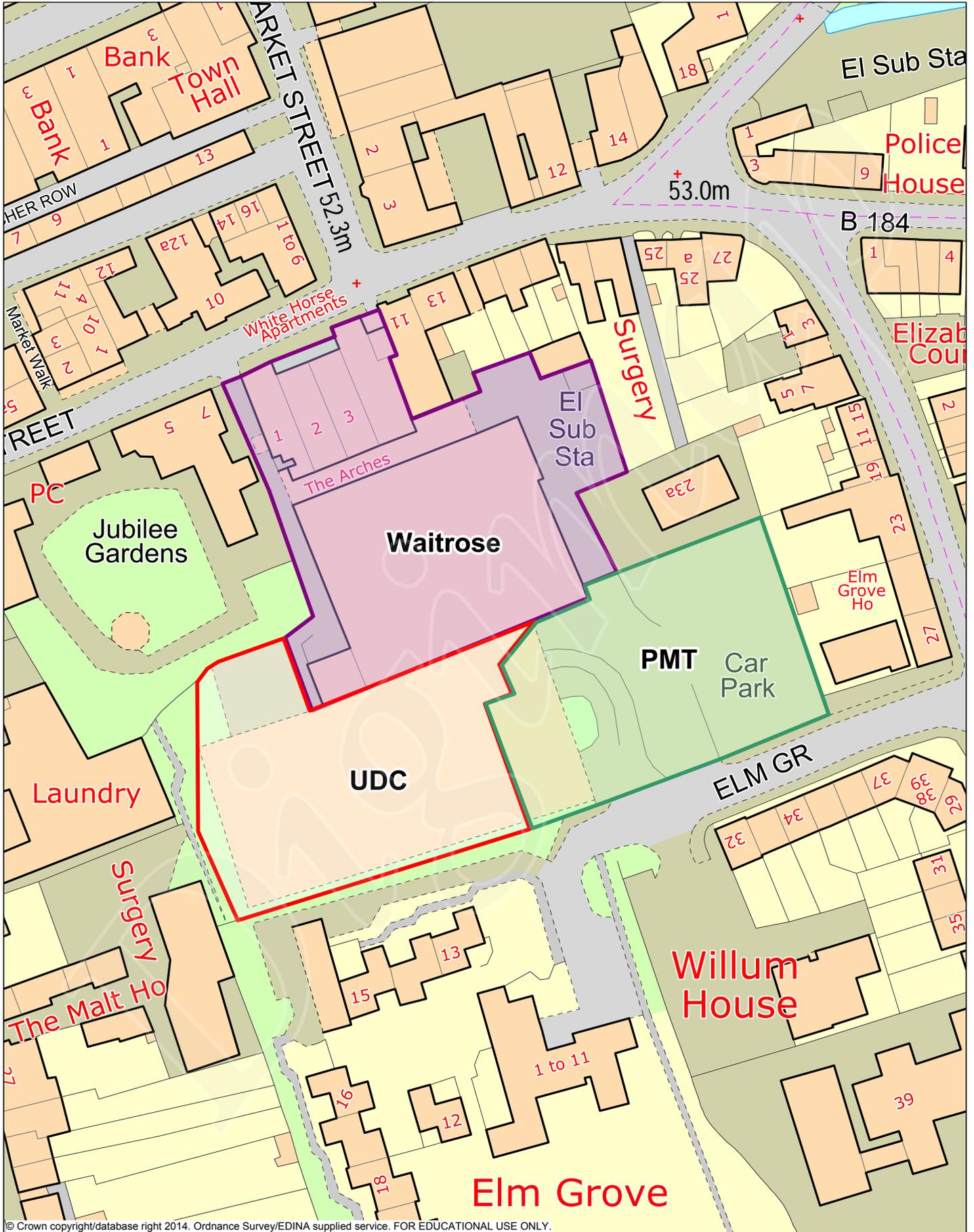
Chase & Partners LLP

Enc

Appendix 1	Ordnance Survey Plan
Appendix 2	Road Map Plan
Appendix 3	Goal Plan
Appendix 4	Planning Permission
Appendix 5	Title Plan PMT & UDC
Appendix 6	Self Build Heads of Terms Agreement
Appendix 7	Existing Car Park Management Agreement
Appendix 8	Plan – Sale/Swap Land PMT/UDC
Appendix 9	Heads of Terms – Long Leasehold Interest
Appendix 10	Heads of Terms – Sub-lease Interest
Appendix 11	Heads of Terms – CPMA including plan
Appendix 12	Car Park – Differential in Calculations Table
Appendix 13	PMT – Summary of Percentages and Figures

Appendix 1
Ordnance Survey Plan

Fairycroft Car Park and Waitrose
Saffron Walden



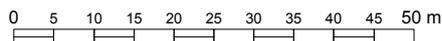
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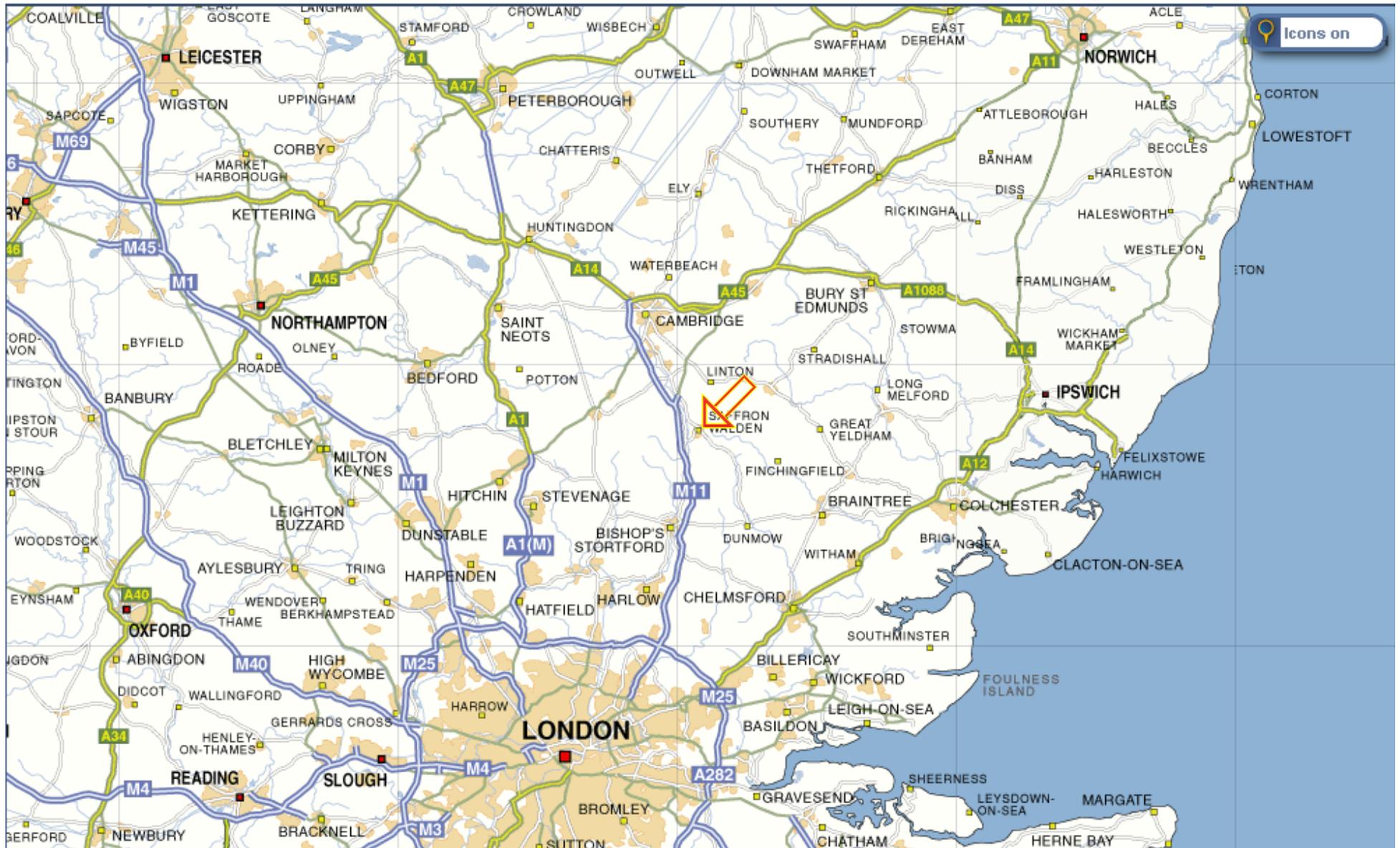
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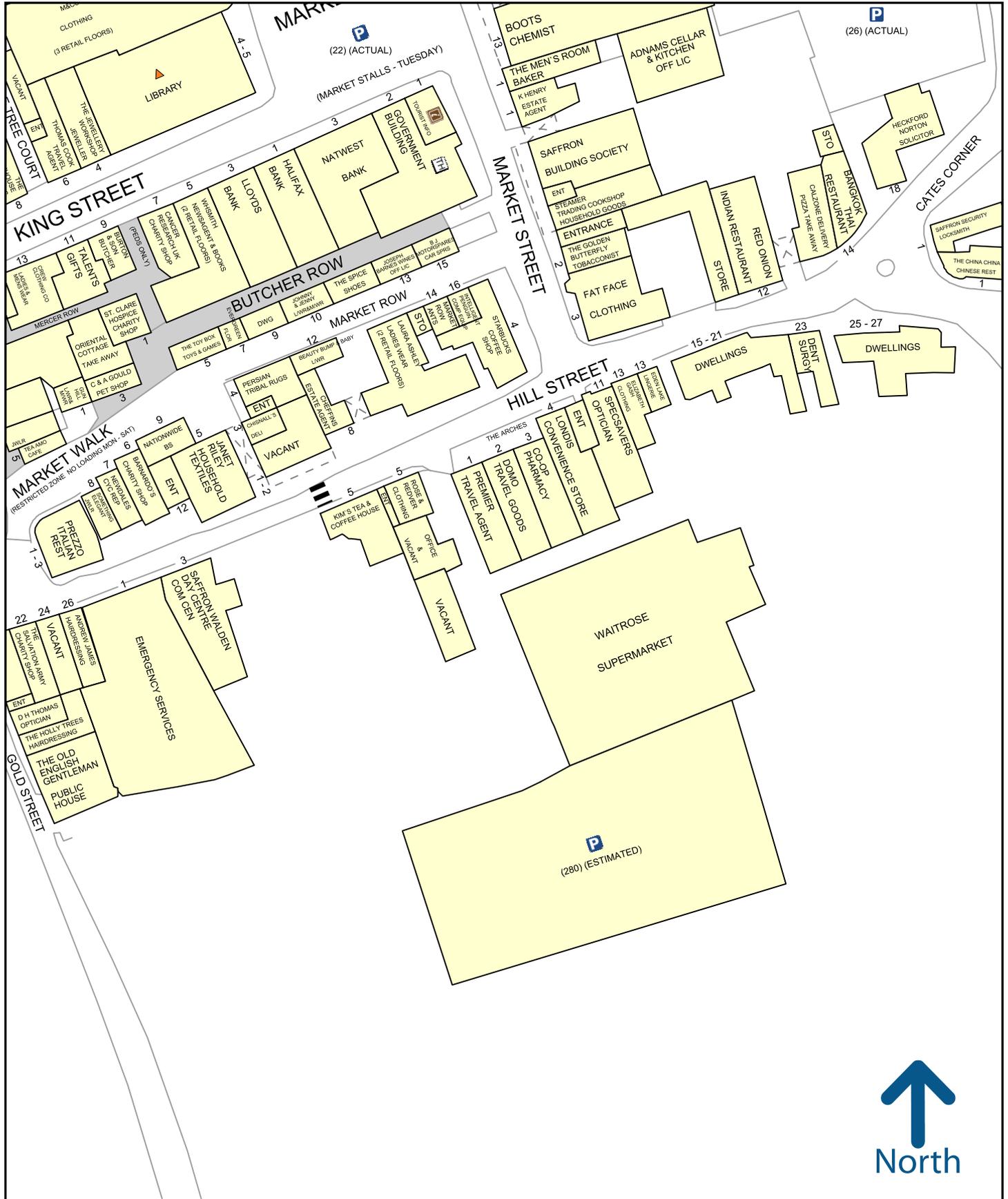
Appendix 2

Road Map Plan



Appendix 3

Goad Plan



50 metres

Experian Goad Plan Created: 17/10/2014
Created By: Chase and Partners

For more information on our products and services:
www.experian.co.uk/goad | goad.sales@uk.experian.com | 0845 601 6011

Appendix GFC4
Planning Permission



UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex CB11 4ER
Telephone (01799) 510510, Fax (01799) 510499, minicom (01799) 510479

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Application No: UTT/2012/10/FUL

Proposal: Single storey extension to existing store, replacement decked car park and extension over existing service area, associated works including relocation of roof mounted plant, replacement staircase and lift block and landscaping including removal of trees on the southern boundary and works to trees on the western boundary and ancillary cafe

Location: Waitrose Hill Street Saffron Walden

Applicant: Waitrose Ltd
c/o Barton Willmore LLP
7 Soho Square
LONDON

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

In pursuance of the powers exercised by them as local planning authority this Council, having considered your application to carry out the above development in accordance with the plans accompanying the said application, do hereby give notice of their decision to **GRANT PERMISSION** for the said development subject to compliance with the attached conditions:

Signed:

Dated: 13 June 2011

Divisional Head of Planning and Building Control

Schedule of Conditions

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON: In order to comply with Section 91 (1) and (2) of the Town and Country Planning Act 1990 (as amended).

- 2 The development/works hereby permitted shall be implemented in all respects strictly in accordance with the approved plans listed in the schedule of plans printed on this Decision Notice, unless agreed in writing by the local planning authority.

REASON: To ensure the scheme will be carried out as approved and because any changes must be agreed in advance in writing by the local planning authority.

- 3 Before development commences full details of both hard and soft landscape works shall be submitted to and approved in writing by the local planning authority. Subsequently, these works shall be carried out as approved. The landscaping details to be submitted shall include:-

- a) proposed finished levels [earthworks to be carried out]
- b) means of enclosure
- c) car parking layout
- d) vehicle and pedestrian access and circulation areas
- e) hard surfacing, other hard landscape features and materials
- f) existing trees, hedges or other soft features to be retained
- g) planting plans, including specifications of species, sizes, planting centres, number and percentage mix
- h) details of planting or features to be provided to enhance the value of the development for biodiversity and wildlife
- i) details of siting and timing of all construction activities to avoid harm to all nature conservation features
- j) location of service runs
- k) management and maintenance details

REASON: The landscaping of this site is required in order to protect and enhance the existing visual character of the area and to reduce the visual and environmental impacts of the development hereby permitted.

- 4 All hard and soft landscape works shall be carried out in accordance with the approved details. All planting, seeding or turfing and soil preparation comprised in the above details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings, the completion of the development, or in agreed phases whichever is the sooner, and any plants which within a period of five years from the completion of the development die, are removed or become

seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation. All landscape works shall be carried out in accordance with the guidance contained in British Standards, unless otherwise agreed in writing by the local planning authority.

REASON: To ensure proper implementation of the agreed landscape details in the interest of the amenity value of the development.

- 5 If within a period of five years from the date of the planting of any tree, that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

REASON: In the interests of visual amenity.

- 6 (a) No retained tree or shrub shall be cut down, uprooted or destroyed, nor shall any retained tree or shrub be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 3998 (Tree Work).

(b) If any retained tree or shrub is removed, uprooted or destroyed or dies, another tree or shrub shall be planted at the same place and that tree or shrub shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shrub or hedge shall be undertaken in accordance with details approved in writing by the local planning authority to comply with the recommendation of British Standard 5837:2005 (Trees in relation to construction) before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority. No fires shall be lit within 20 metres of the retained trees and shrubs.

In this condition "retained tree or shrub" means an existing tree or shrub, as the case may be, which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) above shall have effect until the expiration of five years from the date of the occupation of the building for its permitted use.

REASON: To protect the existing trees, shrubs and hedgerows in the interest of visual amenity.

- 7 Before development commences details of materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the local planning authority. The development shall be implemented in accordance with the approved details. Subsequently, the external

surfaces shall not be changed without the prior written consent of the local planning authority.

REASON: To ensure a satisfactory standard of development in the interests of visual amenity.

- 8 B) Before development commences cross-sections of the site and adjoining land, including details of existing levels around the building(s) hereby permitted and any changes in level proposed, together with the proposed floor levels within the building(s), shall be submitted to and approved by the local planning authority in writing. The development shall be carried out in accordance with the approved details.

REASON: In order to minimise the visual impact of the development in the street scene, to protect the amenities of neighbours and the settings of the adjacent Listed Buildings in accordance with Policies GEN2, ENV1 and ENV2 of the Uttlesford Local Plan (adopted 2005) and Policies SS3 and ENV7 of the Regional Spatial Strategy (adopted May 2008).

- 9 No demolition or construction work relating to this permission shall be carried out nor machinery operated on, nor materials be delivered to the site at any time on any Sunday, Public or Bank Holiday nor at any other time, except between the hours of 8am and 6pm on Mondays to Fridays and between the hours of 8am to 1pm on Saturdays.

REASON: To safeguard the amenities of the occupiers of neighbouring properties.

- 10 Before development commences details of the provision of wheel washing facilities and adequate turning and off loading facilities for delivery /construction vehicles within the limits of the site together with an adequate parking area clear of the highway for those employed in developing the site, shall be submitted to and agreed in writing with the Local Planning Authority and thereafter implemented in accordance with the approved details.

REASON: In the interests of highway safety, in accordance with Policy GEN1 of the Uttlesford Local Plan adopted 2005.

- 11 No removal of hedgerows or trees shall be carried out on site between the 1st March and 31st August inclusive in any year, unless otherwise approved in writing by the local planning authority.

REASON: To protect breeding animals which use the site.

- 12 The development shall not commence until details of any proposed external lighting scheme and security measures to reduce the potential for crime have been submitted to and approved by the Local Planning Authority. Thereafter, the scheme shall be implemented in accordance with the approved details.

REASON: To protect the amenities of the locality by avoiding light pollution and reducing the potential for crime related activity, in accordance with Policy GEN2 of the

Uttlesford Local Plan adopted 2005 and PPS1.

- 13 No development or preliminary groundwork's of any kind shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant, and approved by the local planning authority.

REASON: The Essex Historic Environment Record and Historic Town Report and the desk based assessment submitted with the application identify the proposed development as lying within the area of the medieval town of Saffron Walden (HER 408) on the line of the medieval town defence. The town enclosure ditch was dug around the beginning of the thirteenth century under the direction of Humphrey de Bohun. The defences have been identified further to the west at the rear of Castle Street.

The town at Saffron Walden developed around the Castle, which was founded in the eleventh century by the de Mandevilles. In the early to mid 13th-century a large area to the south of the castle bailey was enclosed with new streets being laid out and enclosed by a large town ditch. Part of this enclosure survives as the Repell ditches (HER 443). It is thought that this extension to the town may be associated with the grant of a new charter in 1236. It is likely that evidence of medieval occupation will be identified on this site.

A recognised professional team of archaeologists should undertake the archaeological work. The work will consist of the strip map and sample excavation of specific areas of the proposed development. In accordance with Policy ENV4 of the Uttlesford Local Plan adopted 2005, and PPS5.

- 14 Before development commences, details of the location and design of the refuse bin and recycling materials storage areas and collection points shall be submitted to and approved by the local planning authority. This should include provision for the storage of wheeled bins for the property with a collection point no further than 25 metres from the public highway. The refuse storage and collection facilities shall be provided prior to the first operational occupation of the approved development and shall be retained in the approved form thereafter.

REASON: To meet the district council's requirements for recycling, to prevent the unsightly storage of refuse containers and in the interests of amenity and sustainability.

- 15 C.8.27A Before development commences details of the surface water disposal arrangements shall be submitted to and approved in writing by the local planning authority. These should encompass sustainable principles in accordance with the recommendations of PPS25 and arrangements for their ongoing maintenance. The drainage shall be constructed as approved prior to the construction of any building on the site and maintained in the same condition thereafter.

REASON: To control the risk of flooding to the development and adjoining land.

- 16 All flood risk management measures identified in the approved Flood Risk Assessment shall be incorporated into the development prior to the occupation or first use of the development hereby permitted.

REASON: To reduce the risk and effect of flooding to the development and ensure neighbouring property is not put at greater risk as a result of the development.

- 17 Before commencement of development details of the location and design of secure and covered bicycle parking facilities for staff and customers shall be submitted to and approved in writing with the Local Planning Authority. The approved facilities shall be provided before first operational occupation of the approved development and retained at all times thereafter.

REASON: To ensure appropriate bicycle parking is provided in the interest of accessibility and sustainability, in accordance with Policies GEN1, RS1 and GEN8 of the Uttlesford Local Plan adopted 2005, ECC Parking Standards (2009) Policy SS1 and SS3 of the Regional Spatial Strategy (adopted May 2008) also PPS4 and PPG13.

- 18 Before operational occupation of the hereby permitted development a Travel Plan shall be submitted to and approved by the Local Planning Authority, and thereafter shall be implemented in accordance with the approved details. The Travel Plan shall be adhered to at all times unless otherwise approved in writing by the Local Planning Authority and be subject to ongoing monitoring and review in association with the Sustainable Travel Team at Essex County Council.

REASON: In the interests of accessibility and to promote the use of public transport, walking and cycling, in accordance with Policies GEN1, RS1 and GEN8 of the Uttlesford Local Plan adopted 2005, ECC Parking Standards (2009), Policy SS1 and SS3 of the Regional Spatial Strategy (adopted May 2008) also PPS4 and PPG13.

- 19 Before the commencement of development details of the temporary transport service/facility and temporary signage during construction to be provided to include frequency, times, directional and drop off/pick up locations shall be submitted to and approved in writing with the Local Planning Authority. The approved facilities shall be provided from commencement of development until the reopening to the public of the Car Park.

REASON: In the interests of accessibility, in accordance with Policies GEN1, RS1 and GEN8 of the Uttlesford Local Plan adopted 2005, ECC Parking Standards (2009), Policy SS1 and SS3 of the Regional Spatial Strategy (adopted May 2008) also PPS4 and PPG13.

- 20 All plant, machinery and equipment installed or operated in connection with the implementation of this permission shall be so enclosed and/or attenuated that noise emanating there from does not, at any time, increase the ambient equivalent continuous noise level as measured according to British Standard BS4142:1990 at any adjoining or nearby residential property.

REASON: To protect the amenities of the occupiers of adjoining properties.

21 Before development commences details of floodlighting must be submitted to and approved by the local planning authority in writing.

REASON: To ensure the development does not adversely affect the rural character of the area.

22 The development as designed, specified and built shall achieve an equivalent BREEAM rating of 'very good'. The applicant will provide the planning authority with a BREEAM design-stage assessment of the rating of the proposed development, carried out by an accredited assessor, before work commences on-site. The developer will provide a BREEAM post-construction assessment of the rating of the as-built development within four weeks following its completion, also carried out by an accredited assessor.

REASON: In the interests of the promotion of sustainable forms of development and construction

23 The demolition of the existing buildings on site shall be designed to enable the maximum possible on-site recycling of materials of properties to be demolished.

REASON: In the interests of amenity and sustainability.

Schedule of Policies:

PPS1	Delivering Sustainable Development
PPS4	Planning for Sustainable Economic Growth
PPS5	Planning for the Historic Environment
PPS9	Biodiversity and Geological Conservation
PPS23	Planning and Pollution Control
PPS25	Development and Flood Risk
EEPSS1	Achieving Sustainable Development
EEPSS3	Key Centres for Development and Change
EEPE5	Regional Structure of Town Centres
EEPENV7	Quality in the Built Environment
EEPENG1	Carbo Dioxide Emissions and Energy Performance
EEPT1	
EEPT14	Parking
PPG13	Transport
SPD4	Energy Efficiency and Renewable Energy
ECCP	ECC Parking Standards (Design & Good Practice)September 2009
PPG24	Planning and Noise
S1	Settlement Boundaries for Main Urban Areas
RS2	Town and Local Centres
SW1	Town Centre
GEN1	Access
GEN2	Design
ENV1	Design of development within Conservation Areas
ENV2	Development affecting Listed Buildings
ENV4	Ancient Monuments and Sites of Archaeological Importance
RS1	Access to Retailing Services

ENV13	Exposure to poor air quality
GEN4	Good Neighbourliness
ENV11	Noise generators
GEN7	Nature Conservation
ENV3	Open Spaces and Trees
GEN8	Vehicle Parking Standards
GEN3	Flood Protection
ENV14	Contaminated Land

Approved Drawings and Plans:

Existing 10-024-Y(p)-001 A - received 01 Nov 2010

Proposed 10-024-AZ(P)-001 A - received 01 Nov 2010

10-024-YA(P)-102 A - received 01 Nov 2010

10-024-YA(P)-101 A - received 01 Nov 2010

10-024-YA(P)-G02 A - received 01 Nov 2010

10-024-YA(P)-G01 A - received 01 Nov 2010

10-024-YE(P)-001 A - received 01 Nov 2010

10-024-AG(P)-G02 A - received 01 Nov 2010

10-024-AG(P)-101 A - received 01 Nov 2010

10-024-AG(P)-102 A - received 01 Nov 2010

10-024-AG(P)-201 A - received 01 Nov 2010

10-024-AG(P)-202 A - received 01 Nov 2010

10-024-AX(P)-001 A - received 01 Nov 2010

10-024-AE(P)-001 A - received 01 Nov 2010

10-024-AG(P)- G01 A - received 01 Nov 2010

GC 44763.001 A - received 01 Nov 2010

GC 44763.002 A - received 01 Nov 2010

GC 44763.004 A - received 01 Nov 2010

10-024-AZ(P)-002 A - received 01 Nov 2010

10-024-AG(P)-G03 - received 16 Nov 2010

10-024-AG9P0-G04 - received 16 Nov 2010

Notes:

- 1 REASONS FOR APPROVAL: The proposed development overall accords with local and national policies in terms of principle. The site is located within a policy preferred town centre location which is sustainable, resulting in less reliance on use of private transport and would not adversely affect the retail provision, vitality and /or viability of the town centre. The level of car parking is acceptable in this sustainable location and there would be no detrimental impact upon the highway network. The proposed design is acceptable, would not adversely affect the setting of adjacent listed buildings and would preserve and enhance the character and appearance of the Conservation Area. It would not adversely impact upon the local, visual and residential amenity of neighbouring occupiers.

Subject to the imposition of the attached conditions, the proposed development is therefore acceptable having been assessed in light of all material considerations including weighting against policies of the development plan listed above. There are no other policies or other material considerations which are overriding, or warrant the withholding of planning permission.

2

NOTES

* This permission does not incorporate Listed Building Consent unless specifically stated.

* The alterations permitted by this consent are restricted to those specified and detailed in the application. Any alteration, demolition or re-building not so specified, even if this should become necessary during the course of the work, must be subject of a further application. It is an offence to carry out unauthorised work to the interior or exterior of a Listed Building in any way, which would affect its character.

* The Development Plan comprises the East of England Plan (2006), the saved policies of the Essex Replacement Structure Plan (2001) and the saved policies of the Uttlesford Local Plan (2005).

* It is the responsibility of the owner to ensure that any conditions attached to an approval are complied with. Failure to do so can result in enforcement action being taken. Where conditions require the submission of matters to and approval by the local planning authority these must be submitted on form "Application for approval of details reserved by condition" available from the Council's web site www.uttlesford.gov.uk and accompanied by the correct fee.

* Your attention is drawn to the need to check with the Council's Building Surveying Section regarding the requirements for fire-fighting access.

* Your attention is drawn to the Equality Act 2010. The Act makes it unlawful for service providers (those providing goods, facilities or services to the public), landlords and other persons to discriminate against certain groups of people.

* If you intend to pipe, bridge or fill in a watercourse, as part of this development or otherwise, you need to contact the Council's Engineer on 01799 510521 for the necessary permission from the Council and the Environment Agency. You may also have to seek consent from the County Highways Authority.

* Under the terms of the Water Resources Act 1991 and Environment Agency 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 any main river.

* If you are aggrieved by the decision of the Council to grant permission subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990, section 20 and 21 of The Planning (Listed Buildings and Conservation Areas) Act 1990 or Regulation 15 of The Town and Country Planning (Control of Advertisement) Regulations 1992.

* If you want to appeal against the Council's decision then you must do so within 12 weeks if it is a Householder application, 6 months for Conservation Area Consent applications, Listed Building applications and all other planning applications or within 8 weeks in relation to Advertisement applications.

* If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder application) of the date of this notice, whichever period expires earlier.

* The Inspectorate will publish details of your appeal on the internet. Please only

provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so.

* Appeals must be made using a form available from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk.

* If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably 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 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.

- 3 The site is located within an Environment Agency defined Groundwater Source Protection Zone (SPZ). Construction works should be in accordance with the British Standards and Best Management Practices to significantly reduce groundwater pollution risk. If any pollution is found at the site then appropriate monitoring and remediation methods will need to be undertaken. Please refer to CIRA Publication C532 "Control of water pollution from construction - guidance for consultants and contractors".

- 4 You are advised to contact Essex County Council Highways and Transportation, West Area Office, Goodman House, Station Approach, HARLOW Essex CM20 2ET (telephone: 0845 6037621) to seek approval prior to any works being carried out within the limits of the public highway.

Appendix 5
Title Plan PMT & UDC

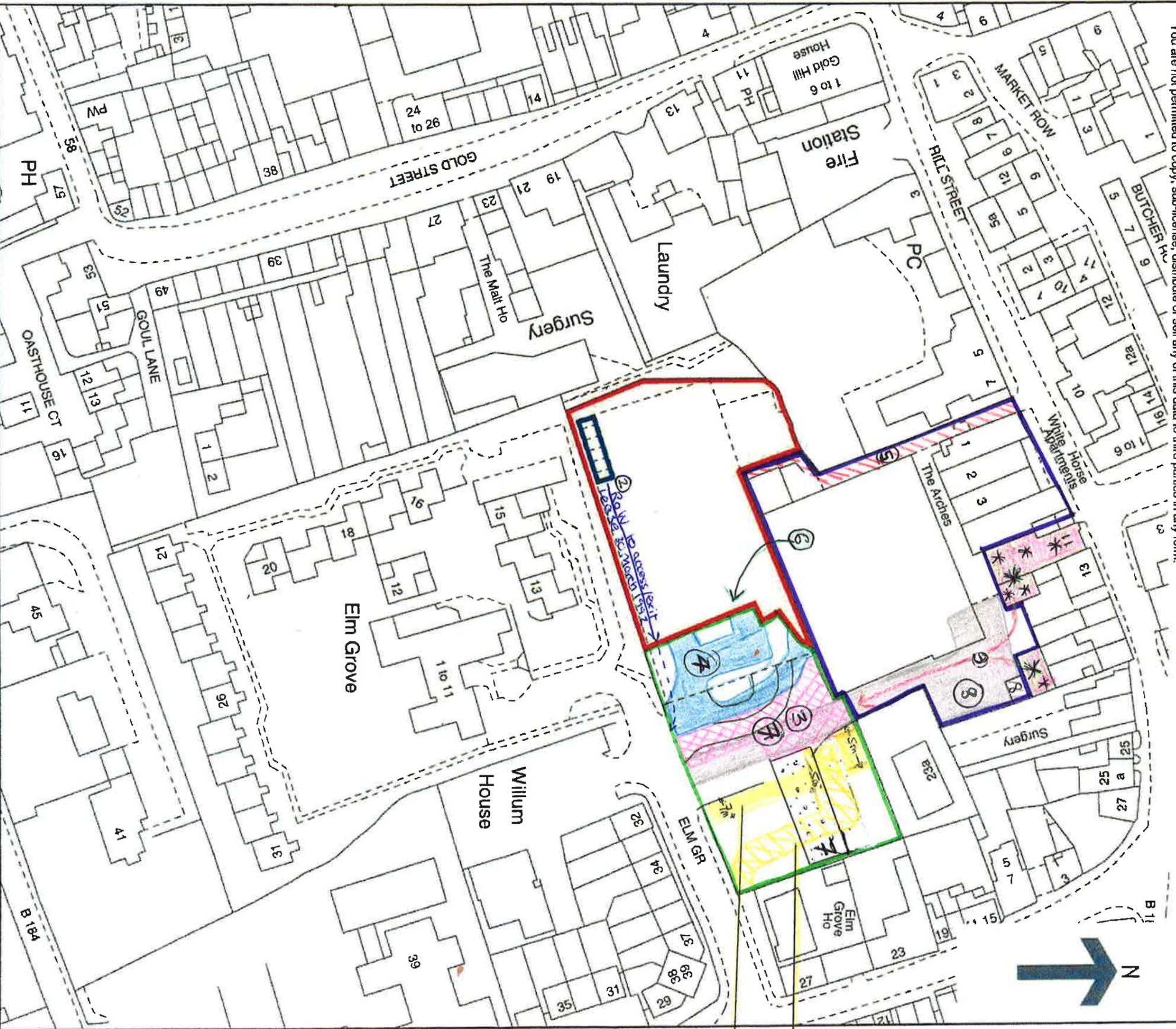
Land Registry Official copy of title plan

Title number **EX891282**
Ordnance Survey map reference **TL5338SE**
Scale **1:1250** enlarged from 1:2500
Administrative area **Essex: Uttlesford**



NOT TO SCALE

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This official copy issued on 20 May 2013 shows the state of this title plan on 20 May 2013 at 14:53:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Peterborough Office.

- = Ex 891282 - UDC owned
- = Pig Market Charity - unregistered
- = Ex 357978 Aberdeen Investments - leased to Waitrose (unregistered lease)
- = Lease of GNB parking spaces from (c) UDC to (2) Self-Build Ltd (30/03/1972)

Caution
EX 820299
Caution
EX 820309
①

Appendix 6
Self Build
Heads of Terms Agreement

Draft Heads of Terms for the relocation of parking spaces for Self Build Limited in connection with the development to be carried out at Waitrose, Hill Street, Saffron Walden, Essex, CB10 1EH. (Subject to Contract)

1. Parties

These will be Uttlesford District Council (UDC) and Self Build Limited. (SB) and Waitrose Limited (W).

2. These Heads of Terms are with reference to the Licence dated the 30th March 1992 between The District Council of Uttlesford to Self Build Limited.

Under the terms of the Agreement the UDC shall have the right to terminate this Licence upon giving SB not less than six months previous notice in writing to redevelop its land.

UDC wish to enter into a Development Agreement with Waitrose Limited to carry out such a redevelopment.

3. UDC will serve the notice on SB. SB will duly acknowledge receipt of the notice by recorded delivery.

4. During the course of the redevelopment, W will provide 6 temporary private motor vehicle spaces in the location shown in the attached drawing pack. In the event that the spaces are not available for use during the redevelopment period, as witnessed by photographic evidence then SB will be entitled to make a claim for loss of those spaces until made available again. The penal rate will be £20 per space per day.

5. During the course of the redevelopment, UDC will indemnify SB against any claims arising as a direct result of the relocation of the spaces.

6. Upon completion of the redevelopment, SB will receive a new Licence for the 6 spaces in the form annexed hereto to take on board the terms of the existing Licence.

7. W will provide 6 private motor vehicle spaces in the location shown in the attached drawing pack. The 'replacement spaces'.

8. The 'replacement spaces' will be marked out in a different colour from the other parking spaces in the car park. Pull up bollards will be provided for each space. The spaces will be suitably signed.

9. Temporary servicing access to the tenants of Self Build will be made available for the redevelopment period.

10. SB require an undertaking of £500 towards their fees in this matter. In addition SB's duly appointed lawyer will require an undertaking for their reasonable and proper fees to be paid.

11. The redevelopment of the Car Park is anticipated to take 26 weeks and works are provisionally due to commence on the 5th January 2015.

12. If the redevelopment does not proceed, then provision will be made for the Notice to be withdrawn and SB will continue to occupy their existing spaces under the terms of the current Licence Agreement.

Appendix 7
Existing Car Park Management
Agreement

JLΦAE/φ32

Dated 20th November 1987

WAITROSE LIMITED

and

UTTLESFORD DISTRICT COUNCIL

AGREEMENT

for use of the Supermarket roof
car park at Hill Street
Saffron Walden Essex

3092/034

THIS AGREEMENT is made 20th day of November
One thousand nine hundred and eightyseven between WAITROSE
LIMITED whose registered office is situate at 4 Old Cavendish
Street London ("Waitrose") of the first part and UTTLESFORD
DISTRICT COUNCIL Council Offices Debden Road Saffron
Walden Essex ("the Council") the second part

WHEREAS: _____

(1) Waitrose is the Lessee of the supermarket at Hill Street
Saffron Walden in the County of Essex shown edged red on the
plan annexed hereto ("the Plan") for a term of Thirty five
years from _____ upon which is constructed a
roof car park ("the roof car park") _____

(2) The Council is the owner in fee simple of the land at
the rear of Hill Street Saffron Walden ("the blue
land") shown edged in blue on the plan which is operated as a
public car park _____

(3) Waitrose and the Council have agreed their respective
car parks be managed as one on the terms hereinafter
appearing

NOW THIS DEED WITNESSETH AS FOLLOWS:- _____

1 In consideration of the payments hereinafter agreed to
be made by the Council and the agreements and conditions
hereinafter contained and on the part of the Council to be
observed and performed Waitrose hereby grant to the Council
for a period of twelve months commencing on the 20th day
of November One thousand nine hundred and eightyseven
("the operative date") the following rights in accordance
with the provisions of this Licence _____

(a) The right to the Council to use the roof car park as a
parking place for vehicles _____

(b) The right to the Council to install and maintain for the period of this Licence one or more vehicle parking ticket machines and charge display boards together with the

electricity supply thereto and communication cables thereto

(c) The right to the Council's Agents and Employees to visit the roof car park to exercise the rights set out in Clause 1(a) and (b) and to carry out the responsibilities set out in Clause 3 hereof

2 Waitrose hereby agree with the Council to

Maintain and repair throughout the period of this Licence the Floor slab supporting the roof car park (but excluding the surface thereof) and the surrounding parapet wall or guard rails (as the case may be) to the standard required for a public car park PROVIDED that it shall be under no liability for any loss damage or injury suffered by users of the car park, attributable to any damage to the floor slab or parapet wall or guard rails, until such damage shall have been notified to them and they shall have had a reasonable opportunity to remedy it

(ii) keep the lifts and stairs open and adequately lit to the public and operational during the opening hours of the supermarket and comply with any provisions of any statutes relating thereto

3 The Council hereby agrees to use the roof car park as a public car park only and to manage the combined car park

formed by the blue land owned by the Council and the roof car park owned by Waitrose as a public car park ("the car park") in accordance with the provisions of this Licence and to be responsible for the following matters:-

- (i) the installation and maintenance of vehicle parking ticket machines charge display boards parking control equipment and vehicle parking signs as necessary on the car park together with the electricity supply and communication cables thereto
- (ii) The collection of parking charges and excess charges
- (iii) The prosecution of offences in cases where excess charges are not paid and other breaches of the Off Street Parking Places Order
- (iv) The inspection of the car park at regular intervals by the District Council's officers or agents to ensure that persons using the car park have paid the proper charge and comply with other terms of the Off Street Car Parking Order affecting the car park
- (v) The cleaning of the roof car park with or without mechanical equipment the installation maintenance and repair of litter bins on the roof car park as necessary and the supply of grit or salt during winter for use on the ramps at the car park
- (vi) Maintenance and repair of the surface of the roof car park
- (vii) The payment to Waitrose of the sums hereinafter set

out in Clauses 5 and 7 hereof _____

4 The Council shall use its best endeavours to ensure that the car park is operated as a short term car park intended for use by shoppers and shall not sell season tickets for car parking on the roof car park or the blue land except that the Council may grant a Licence to Choppens & Company Ltd for the four parking spaces shown edged in green on the plan

5 It is hereby agreed that the total revenue accruing from the parking charges and excess charges to be collected by the Council (less the deductions described in Clause 7 hereof) shall be divided amongst the parties hereto in a proportion set out in the Schedule hereto such proportions being based on the number of parking bays situated on the lands of the respective parties and such sums (insofar as they are payable to Waitrose) to be paid by the Council in arrear on the thirtieth day of the months of January and July in respect of the sums due from the six calendar months ending with the last day of the month preceding such dates the first payment to be made on the _____ day of One thousand nine hundred and eighty _____ and being a proportionate payment from the operative date _____

6 Waitrose shall collect shopping trolleys provided by Waitrose from the car park and may introduce a deposit scheme for the recovery of trolleys if Waitrose consider such a scheme appropriate. _____

7 It is hereby agreed that the following running expenses of the car park shall be deducted from the total revenue accruing from the parking charges and excess charges of the car parks _____

- (a) Including (inter alia) expenditure on
- (i) Maintenance cleaning and repairs including resurfacing
 - (ii) The replacement of ticket machines
 - (iii) The provision of ticket machines and parking equipment
 - (iv) Electricity supply for the ticket machines
 - (v) Staff administration
 - (vi) Supply of tickets
 - (vii) Rates and water rates
- (b) Excluding the initial capital expense of constructing and laying out the car park

8 The Council hereby agrees

- i Not to alter the parking charges set out in the Order or to alter the designation of the car park as a short term car park without prior consultation and agreement with Waitrose
- ii To make an Off Street Parking Places Order governing the use of the car park following consultation with Waitrose _____

9 This Licence shall commence on the operative date and shall remain in force for a period of twelve months certain from that date and (unless determined at the end of the twelve month period by notice given in writing by either of the parties hereto to the other party not less than six months before the end of the twelve month period) shall thereafter continue until determined by either of the parties hereto giving to each of the other parties not less than six months notice in writing expiring on the last day of any calendar month whereupon the District Council shall within one month remove from the roof car park any vehicle parking

retained by Waitrose subject however to the rights granted by this Licence and each party shall insure the land in its respective ownership

IN WITNESS WHEREOF the Council and the company have caused their respective common seals to be hereunto affixed the day and year first before written _____

THE SCHEDULE

Party	The Land	No. of Parking Bays	Percentage of Revenue (less costs)
The Council	edged blue	234	76.72
Waitrose	edged red	71	23.27

The Common Seal of
WAITROSE LIMITED was
hereunto affixed in the
presence of:

Directors
Secretary

W. ...
J. R. Card
B. Oulund

The Common Seal of
UTTLESFORD DISTRICT
Council was hereunto
affixed in the presence of:

Chairman

H. ...

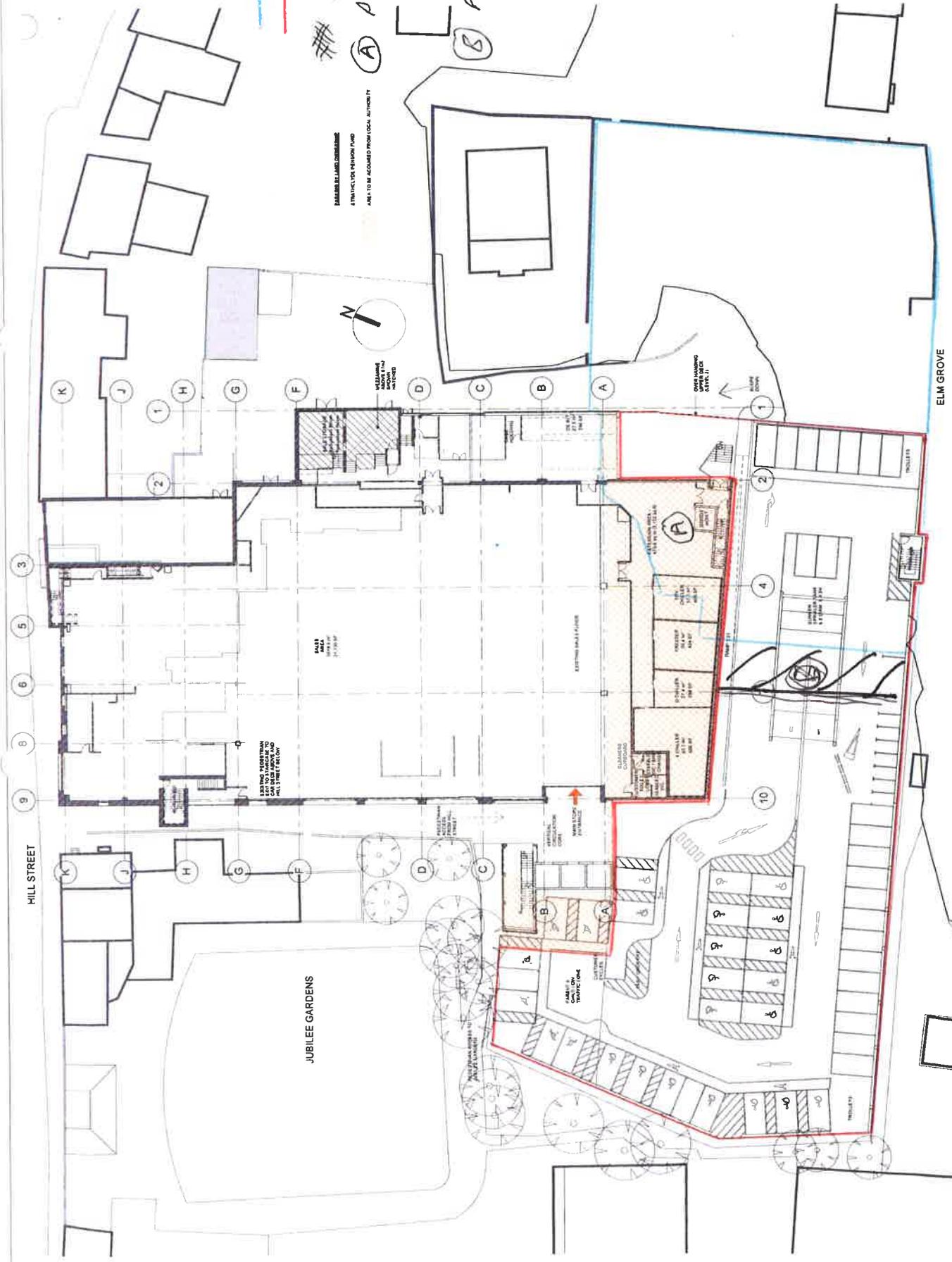


Chief Executive Officer

J. ...

Appendix 8
Plan – Sale/Swap Land PMT/UDC

PM7
Le vs LEAS (H.S.)
 Sale Plot
 PM7 Transfer Plot out.
 PM7 Transfer plot IN



TABLES, LAMPS, CHAIRS, ETC.
 47 IN. HIGHER FOR PERSONS FOLD
 AND 15 CM. ACQUIRED FROM LOCAL AUTHORITY

WALLS AND DOORS TO BE MAINTAINED

8.5 IN. HIGH FURNITURE CAN BE ADJUSTED AND NOT 5 IN. HIGH FURNITURE

OVERLAP WITH OVERLAP LEVEL 11

PROJECT		DATE	
DATE	DESCRIPTION	DATE	DESCRIPTION
1988	1. 1. 1988	1988	1. 1. 1988
2000	1. 1. 2000	2000	1. 1. 2000
2005	1. 1. 2005	2005	1. 1. 2005
2010	1. 1. 2010	2010	1. 1. 2010

1 Title Drawing - Existing / Proposed GA Overlay
 1.1.200

THE COMPANY OR THE DESIGNER TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Appendix 9
Heads of Terms
Long Leasehold Interest

A2)Saffron Walden Fairycroft Car Park – Land Off Elm Grove Head Lease Agreement

30 April 2014

1. Parties

Landlord

UDC /PMT

Tenant

JLP / Waitrose

2. Demise

All that land and newly constructed car park located to the rear of the existing Waitrose store fronting Hill Street and with access from Elm Grove as highlighted in red on the attached plan and any necessary easements and existing service media.

3. Rent

An annual peppercorn rent exclusive of rates, insurance premium, service charge and VAT throughout the term without review.

4. Insurance

The landlord will be responsible for full insurance of the building and the structure. The tenant will reimburse the full costs of insurance to the landlord.

5. Repairs and Decoration

The tenant will be responsible for all repairs decoration and maintenance of the building including the structure throughout the term. The landlord to have step in rights in the event that the tenant does not repair and/or decorate.

6. Premium

Nil premium will be payable for the benefit of the leasehold interest.

7. Term

A lease of 50 years from the practical completion date of the entire building including the extension to the Waitrose store, with transfer/completion subject to satisfaction of the conditions set out below.

8. User

The building is to be used as a public town centre car park. The tenant will be able to use part of the car park as identified on the attached red line plan for horticultural sales but allowing full access at all times for shoppers, pedestrians and vehicles.

9. Rates

The tenant is to be responsible for all rates which are levied on the building.

10. VAT and Other Taxes

The tenant is to be responsible for the payment of all taxes including VAT as set out in a general sweeper clause.

11. Alterations

The tenant is to be able to carry out any minor alterations without landlord's consent which do not, nor are likely to, impose a greater repairing liability on the parties to the Car Park Management Agreement. Further, they will not, nor are likely to reduce the net income payable to the parties under that same agreement.

All other alterations will require landlord's consent which is not to be unreasonably withheld or delayed. For the avoidance of doubt it would be deemed reasonable to withhold landlord's consent if any alterations will or are likely to impose a greater repairing liability on the parties to the Car Park Management Agreement, or reduce, or are likely to reduce the net income payable to the parties under that same agreement.

The tenant will not be permitted to make alterations to the structure or exterior.

Non-structural alterations will be permitted with the previous written consent of the landlord which shall not be unreasonably withheld.

12. Reinstatement

The tenant is not required to fully reinstate the property at the expiry of the term, but it will be returned in good and proper repair.

13. Alienation

The tenant is to be permitted to assign their leasehold interest subject to the under lease without requiring the consent of the landlord although shall notify the landlord of any assignment. The tenant shall not be permitted however, to assign their leasehold interest to the owner of the adjoining supermarket at Hill Street.

14. Under lease to Self Build Limited

The head lease will be subject to a 999 year under lease to Self Build Limited granted prior to the grant of the head lease.

15. Underletting

Underletting is prohibited save that the tenant has the right to grant the under lease to UDC/PMT.

16. Tenant Break Clause/ Termination

The tenant shall be permitted to determine the lease upon giving not less than 3 months' written notice.

17. Signage

All permanent signs visible from the exterior of the premises to be subject to the landlord's consent. No external temporary signage is permitted.

18. Landlord and Tenant Act 1954 (Part II)

The head lease is excluded from the security of tenure provisions of the Landlord and Tenant Act 1954 (Part II)

19. Legal and Other Costs

Waitrose are to be responsible for both parties' reasonable legal and surveyor's costs in relation to the granting of the long leasehold interest.

20. Conditions

- i) Subject to contract.
- ii) The granting of the head lease will be subject to:
- iii) Practical completion of the car park building and the extension of the Waitrose store, based upon an agreed specification and plans.
- iv) Completion of the agreement for the under lease to UDC/PMT.
- v) Granting of an under lease to Self Build Limited for a term of 999 years.
- vi) Completion of all conditions within the Development Agreement between the parties to include the grant of a Car Park Management Agreement between the Landlord and Tenant.
- vii) Transfer and completion of all warranties to UDC/PMT.
- viii) Full sign off by Uttlesford District Council, and Uttlesford District Council acting as Trustees on behalf of the Pig Market Trust.
- ix) Charity commission approval.
- x) Waitrose Board approval.

Landlord's Contact

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CB11 4ER

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Highlight House
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W1W 8SJ

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321 Chase Road
LONDON
N14 6JT

FAO: Nigel Rand
Tel: 020 3232 0024
Email: nigel@rand-surveyors.co.uk

Tenant's Solicitor

Eversheds

David Newstone

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London

EC2V 7WS

Tel: 0845 497 9797

Email: davidnewstone@eversheds.com

Appendix 10
Heads of Terms
Sub-lease Interest

A3) Saffron Walden Fairycroft Car Park – Land Off Elm Grove Under Lease Agreement

30 April 2014

1. Parties

Landlord

JLP / Waitrose

Tenant

UDC /PMT

2. Demise

All that land and newly constructed car park located to the rear of the existing Waitrose store fronting Hill Street and with access from Elm Grove as highlighted in red on the attached plan and any necessary easements and existing service media.

3. Rent

An annual peppercorn rent exclusive of rates, insurance premium, service charge and VAT throughout the term without review.

4. Insurance

UDC/PMT as freeholder will be responsible for full insurance of the building and the structure. The tenant will reimburse the full costs of insurance to the landlord.

5. Repairs and Decoration

The tenant will be responsible for all repairs decoration and maintenance of the building including the structure throughout the term. The landlord to have step in rights in the event that the tenant does not repair and/or decorate. Part of the car park as identified on the attached red line plan is to be used by the landlord for horticultural sales and is excluded from the tenant's repairing liability. The landlord covenants to repair this area and for the avoidance of doubt, the cost of repairs will be the responsibility of the landlord and will not be reflected as an item of expenditure within the CPMA.

6. Premium

Nil premium will be payable for the benefit of the leasehold interest.

7. Term

A lease of 50 years less 3 days from the practical completion date of the entire building including the extension to the Waitrose store, with final transfer/completion subject to satisfaction of the conditions set out below.

8. User

The building is to be used as a public town centre car park.

9. External Horticultural Unit

The landlord will be able to use part of the car park as identified on the attached red line plan for horticultural sales but allowing full access at all times for shoppers, pedestrians and vehicles.

10. Car Park Charging Policy

The tenant will be required to make charges for car parking in line with UDC's general town centre shopping charging policy.

11. Rates

The tenant is to be responsible for all rates which are levied on the building.

12. VAT and Other Taxes

The tenant is to be responsible for the payment of all taxes including VAT as set out in a general sweeper clause. The tenant will opt to tax prior to the grant of the headlease for the purposes of VAT.

13. Alterations

The tenant is to be able to carry out any minor alterations without landlord's consent which do not, nor are likely to, impose a greater repairing liability on the parties to the Car Park Management Agreement. Further, they will not, nor are likely to reduce the net income payable to the parties under that same agreement.

All other alterations will require landlord's consent which is not to be unreasonably withheld or delayed. For the avoidance of doubt it would be deemed reasonable to withhold landlord's consent if any alterations will or are likely to impose a greater repairing liability on the parties to the Car Park Management Agreement, or reduce, or are likely to reduce the net income payable to the parties under that same agreement.

The tenant will not be permitted to make alterations to the structure or exterior.

Non-structural alterations will be permitted with the previous written consent of the landlord which shall not be unreasonably withheld.

14. Reinstatement

The tenant is not required to fully reinstate the property at the expiry of the term, but it will be returned in good and proper repair.

15. Alienation

The tenant is permitted to assign their leasehold interest to a car park operator, subject to obtaining the landlord's prior written consent, such consent not to be unreasonably withheld.

16. Underletting

Absolute prohibition.

17. Signage

All permanent signs visible from the exterior of the premises to be subject to the Landlord's consent. No external temporary signage is permitted.

18. Legal and Other Costs

Waitrose are to be responsible for both parties' reasonable legal and surveyor's costs in relation to the granting of the under leasehold interest.

19. Conditions

- i) Subject to contract.
- ii) The granting of the head lease will be subject to:
- iii) Practical completion of the car park building and the extension of the Waitrose store, based upon an agreed specification and plans.
- iv) Completion of the agreement for the under lease to UDC/PMT.
- v) Completion of all conditions within the Development Agreement between the parties to include the grant of a Car Park Management Agreement between the Landlord and Tenant.
- vi) Transfer and completion of all warranties to UDC/PMT.
- vii) Full sign off by Uttlesford District Council, and Uttlesford District Council acting as Trustees on behalf of the Pig Market Trust.
- viii) Charity commission approval.
- ix) Waitrose Board approval.

Landlord's Agent

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Direct: 01799 510420
Email: cnicholson@uttlesford.gov.uk

Appendix 11
Heads of Terms
CPMA Including Plan

A 4) Saffron Walden Fairycroft Car Park Car Park Management Agreement

FINAL AGREED DRAFT

2 October 2014

1.0 The Car Park

1.1 The Car Park on the land held in the following ownerships:

- 1.1.1 Waitrose Land- Lease dated 26 June 1987 together with supplemental and reversionary leases (Waitrose Leases) as edged red on the attached plan.
- 1.1.2 Uttlesford District Council Land-Freehold land edged blue on the attached plan
- 1.1.3 Uttlesford District Council acting as trustees on behalf of the Pig Market Trust Land- Freehold land edged green on the attached plan
- 1.1.4 Uttlesford District Council/Pig Market Trust Land- Head Lease and Under Lease (Car Park Leases) edged purple on the attached plan

(Detailed plans of layout to be supplied by Waitrose)

2.0 The Parties

- 2.1 Uttlesford District Council (UDC)
Council Offices
London Road
Saffron Walden
Essex CB11 4ER
- 2.2 Uttlesford District Council acting as Trustees
on behalf of the Pig Market Trust (PMT)
Council Offices
London Road
Saffron Walden
Essex CB11 4E
- 2.3 Waitrose Limited (WL)
171 Victoria Street
London
SW1E 5NN

3.0 Term

- 3.1 The agreement (CPMA) between the parties is for a term of 25 years to run from the date of practical completion of the development.

4.0 Renewal

- 4.1 Upon expiry of the first term of the CPMA, the intention of the parties is that the CPMA is to be renewed for a further 25 year term on materially the same terms subject to modernisation.

5.0 Party appointed to Manage

- 5.1 Initially "UDC" (The Operator) is to be responsible for the management and day to day running of the car park under this agreement. UDC permitted to outsource to NEPP. This can be amended subject to agreement between "The Parties". UDC is to have the final decision.

6.0 Repairs

- 6.1 UDC/PMT will be responsible for all repairs decoration and maintenance of the Car Park on UDC/PMT land including the structure throughout the term in accordance with the covenants and obligations contained within the Car Park Leases. The Operator will be responsible for all repairs decoration and maintenance of the surface of the Car Park and Car Park Machinery. All the above costs of repair to be charged back through the car park management agreement.
- 6.2 Waitrose will be responsible for the maintenance and repair of the floor slab supporting the roof top car park, including the parapet walls and the guard rails, the lifts and stairs to the car park but excluding the surface of the Car Park and Car Park Machinery.

7.0 Insurance

- 7.1 UDC/PMT will be responsible for the insurance of the Car Park on UDC/PMT land in accordance with the covenants and obligations contained within the Car Park Leases. The full costs of this insurance to be charged back through the car park management agreement.
- 7.2 Waitrose will be responsible for the insurance of the Car Park on Waitrose Land in accordance with the Waitrose Leases including the lifts and stairs serving the Car Park but excluding the surface of the Car Park and Car Park Machinery.
- 7.3 The Operator will be responsible for maintaining adequate public and other liability insurance, and indemnify Waitrose/Strathclyde in respect of any legal liability arising from an act of negligence on its part. The Operator will be responsible for insurance of the surface of the car park and car park machinery. This is to be charged back through the car park management agreement.

8.0 User

- 8.1 The Car Park is to be used as a public town centre short term car park for shoppers.

9.0 Management Objectives & Charging Policy

- 9.1 The Car Park will be managed with the primary objective of providing a public town centre short term car park for shoppers. Charges for car parking will be for a public town centre car park in line with UDC's general town centre shopping charging policy. No season tickets are to be issued.

10.0 Management

10.1 Operation

10.1.1 The car park will operate with a formal pay on foot management system with an enforced maximum duration of stay of 3 hours.

10.1.2 Static signage will be displayed within the site clearly displaying details of method of enforcement, duration of stay and penalties in operation.

10.1.3 The Operator will:

10.1.3.1 Check, service, empty, renew, repair, and replace all ticket issuing machines.

10.1.3.2 Arrange for the purchase, printing, supply, payment for, and processing of tickets to be used in the ticket issuing machines.

10.1.3.3 Provide and pay for all electricity used to power the ticket issuing machines and light the Car Park.

10.1.3.4 Rectify any disruption in the electricity supply to the Car Park as soon as reasonably practicable where it is within the Operator's control to do so.

10.1.3.5 Pay all National Non-Domestic Rates, Unified Business Rates or any rate or charge substituted therefore payable in respect of the Car Park.

10.1.3.6 Not arrange or allow any special events to take place in the Car Park. Other than use by organisations providing free health check or blood donor services

10.1.3.7 Any necessary day to day liaison on car park management matters shall be between the Waitrose's store manager and the Council's nominated person in charge of the management of the Car Park.

11.0 Car Park Charges

- 11.1 Charges for up to 3 hours will initially be levied at a fixed rate of £XXX per hour (to be agreed between the parties prior to first operation of the car park having regard to all relevant factors and the objectives in paragraph 9 and 10 above) and will be reviewed periodically in line with local car parks.

- 11.2 Waitrose will be permitted to operate, solely at their cost, a refund of the Car Park Charges to its customers as it sees fit. Any variation to the method of payment of Car Park Charges such as RINGO or barrier controlled parking for example will need to permit Waitrose to operate a refund system to its customers.

12.0 Enforcement

- 12.1 The Operator will use all reasonable endeavours to enforce the Order with respect of the Car Park including the enforcement of penalty notices and the collection of fines.

(The Order will be defined in due course by UDC with a draft to be issued for agreement)

- 12.2 Attendants will patrol the car park on a regular basis and enforce the contraventions set out in the Car Park Order, in accordance with the relevant Enforcement Policy; Where a penalty charge has been issued for any breach of these contraventions the revenue generated from the issue of penalty charge notices will be returned as income under the CPMA. The penalty system will be enforced by obtaining the name and address of the vehicle keeper through the DVLC system to which the car park operator will be linked.

13.0 Review

- 13.1 It is proposed that the car park management system will be subject to a review three months after commissioning and then on an annual basis. Should it subsequently become apparent that the management objectives are not being successfully met then an interim review will be undertaken.

14.0 Opening Hours

- 14.1 The car park will be open all year round 24 hours per day.

15.0 Standard of Maintenance

- 15.1 The car park is to be repaired in accordance with the repairing covenants in the Car Park Leases and Waitrose Leases and shall be upgraded as necessary in accordance with good practice.

16.0 Build Specification and Installations

- 16.1 To include a definition of Car Park Machinery below:-

- Pay & Display machines to UDC specification;
- Car park and Waitrose branded signage;
- Nutek trolley bay shelters;
- Cycle hoops;
- Bench;
- Car Park LED Lighting & Belisha Beacons etc (via columns on the top deck and LED sealed battens on the covered areas)including emergency lighting;
- CCTV Security;
- Sundry protection bollards;
- Private' car park space bollards i.e. for Mr Searle;

- LED external signage;
- Access Control equipment to service yard and MOE doors;
- Fire Alarm Call Points;

17.0 Adjustment to Spaces

17.1 A party to the CPMA is not permitted to alter the layout and/or number of car spaces of the Car Park without the agreement of the other parties to the CPMA.

18.0 Alterations

18.1 No alterations are to be undertaken to the car park which have the effect of reducing the net income to The Parties unless expressly agreed between them. All other alterations are to be tabled and considered by The Parties. Subject to the covenants and obligations within the Car Park Leases and Waitrose Leases.

18.2

18.2.1 External Horticultural Unit

Waitrose is permitted to use part of the Car Park for horticultural sales in accordance with the covenants and obligations contained within the Car Park Leases.

18.2.2 Trolleys

Waitrose is to actively manage any trolleys within the car park and the immediate environs and as such will be permitted to return, collect and store shopping trolleys in specified trolley bays within the Car Park.

18.2.3 Signage

Waitrose is permitted to erect signage within the Car Park subject to the covenants and obligations contained within the Car Park Leases and Waitrose Leases.

18.2.4 Lifts/Stairs

Waitrose covenants to keep the lifts and stairs serving the Car park open during the opening hours of the Car Park.

19.0 Novation

19.1 Waitrose is permitted to Novate the CPMA in the event that Waitrose disposes of its interest in the Waitrose leases by assignment or underletting.

20.0 Revenue/Income

20.1 All pay and display charges recovered in the operation of the car park plus all the penalty charges recovered shall be considered as the Total Income for the Faircroft car park.

21.0 Deductions/Expenditure

21.1 All reasonable expenditure incurred in the running and management of the car park shall be under the following general headings:-

- 21.1.1 Repairs - Building, Machinery, signage and car park surface.
- 21.1.2 Maintenance - Building, Machinery, signage and car park surface.
- 21.1.3 Reinstatement - Machinery, signage and car park surface.
- 21.1.4 Rates.
- 21.1.5 Insurance – Buildings, Machinery, signage and Car Park surface and Liability.
- 21.1.6 Cleaning - Buildings, Machinery, signage and car park surface.
- 21.1.7 Energy Costs .
- 21.1.8 Management and Administration Overhead.
- 21.1.9 NEPP Management Fee.

22.0 Net Income and Accounts

- 22.1 The Net Income for the Fairycroft Car Park will be the Income less the Expenditure as set out above.
- 22.2 Quarterly accounts will be prepared setting out the detailed Income, Expenditure and Net Income, plus apportionment between “The Parties”.
- 22.3 The Net Income is to be apportioned as in section 23.0 below then paid on account to “The Parties” every quarter.

23.0 Apportionment of Net Income

- 23.1 The Net Income is to be apportioned between “The Parties” as follows:-

UDC	-	170 Spaces	(58.22 %)
PMT	-	58 Spaces	(19.86 %)
WL	-	64 Spaces	(21.92 %)
TOTAL	-	292 Spaces	(100 %)

- 23.2 The above ratios are as agreed based on the current split of spaces in the existing car park as at the conclusion of this agreement and not the actual spaces in the new car park. The ratios are to be amended as and when there are any future changes in the numbers of spaces, but with the above starting point.

Dispute Resolution Clause

Any dispute concerning the management of the car park is to be referred to a Third Party acting as an Independent Expert or an Arbitrator at the Freeholders discretion . The appointment is to be made by the President of RICS upon the appointment of either party at anytime. The costs of the Third Party are to be apportioned at the discretion and as to merit by the Third Party ..The Third Party appointment should have regard to somebody who is a Chartered Surveyor with at least 10 years experience of dealing with car parks, and is able to demonstrate expertise in the car park management sector.

24.0 Conditions

24.1 The CPMA is subject to the following conditions:-

- 24.1.1 Contract
- 24.1.2 UDC, PMT and Charity Commission approval
- 24.1.3 Waitrose approval

Appendix 12

Car Park

Differential in Calculations Table

FAIRCROFT CAR PARK

DIFFERENTIAL IN CALCULATIONS TABLE

1	2	3	4	5	6	7	8	9	10	11
EXISTING CAR PARK								NEW CAR PARK		
Parties	CPMA Spaces	CPMA Spaces Calc %	Accounts Spaces	Accounts Spaces Calc %	Actual Income %	Income Spaces Calc	Counted Spaces	Counted Spaces Calc %	Final Adjusted %	Final Adjusted Spaces Calc
WPLC	71	23.279	71/303	23.43	23.43	68	64	21.92	21.92	64
PMT			66/303	21.78	22.38	65	58	19.86	22.38	65
UDC			171/303	56.44	54.19	159	170	58.22	55.7	161
TOTAL	305	100.000	303	101.65	100.00	292	292	100.00	100.00	290
UDC/PMT COMBINED	234	76.721	237	78.22	76.57	224	228	78.08	78.08	226

Appendix 13
PMT
Summary of
Percentages & Figures

PMT – Summary of Figures and Percentages

Land

PMT/UDC combined land area		48,501 sq ft (1.113 acres)
PMT total land holdings		23,353 sq ft (0.536 acres) 48.15%
Land to be sold to WPLC by UDC		6,926 sq ft (0.159 acres)
PMT Share		2,115 sq ft (0.049 acres) 30.53 %
Land transfer PMT to UDC prior to sale		2,115 sq ft (0.049 acres)
Land transfer UDC to PMT prior to sale		2,115 sq ft (0.049 acres)
UDC/PMT Notional residual land value of sale plot		£750,000
PMT share		£228,975 30.53%
PMT notional share of sale price of £100,000		£30,530
Residual value of combined car park and store development on PMT/UDC land	minus	£2,000,000
PMT share	minus	£963,000 (48.15%)
PMT/UDC uplift in car park value post development		£271,000
PMT share of uplift		£60,000 (22.38%)
PMT/UDC current car park use value		£1,888,000
PMT share of current use value		£422,000 (22.38%)

PMT/UDC proposed car park use value	£2,160,000
PMT share of proposed use value	£483,000 (22.38%)