

**DATED**

**2009**

**BRIDGEMERE UK PLC**

and

**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

and

**CAMBRIDGESHIRE COUNTY COUNCIL**

**PLANNING OBLIGATION**

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

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**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2009

**BETWEEN:**

- (1) **BRIDGEMERE UK PLC** (Company Number 5647630) whose registered office is at Bridgemere House Chester Road Preston Brook Cheshire WA7 3BD ("the **Owner**") and
- (2) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall Cambourne Business Park Cambourne Cambridge CB23 6EA ("the **Council**")
- (3) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB3 0AP ("the **County Council**")

**1. DEFINITIONS AND CONSTRUCTION OF THIS DEED**

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

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

**"Applicant"** means Harrow Estates plc

**"Application"** means the application for outline planning permission registered on [ ] 2008 submitted by the Applicant to the Council for the Development and allocated reference number S/2014/08/0

**"Approval of Reserved Matters Consent"** means any subsequent approval of an application for approval of reserved matters granted in accordance with the Planning Permission

**"BCIS Index"** means the latest All in Tender Price Index compiled by the Building Cost Information Service (BCIS) or such other index as may from time to time be published in substitution therefor by the Royal Institution of Chartered Surveyors or any successor organisation

**"BCIS Index Linked"** means as increased or decreased by a percentage equivalent to the percentage increase or decrease in the BCIS Index from Quarter 3 2009 to the due date of payment Provided Always that if there is any delay in making any relevant BCIS Index Linked payment the Council or the County Council (as applicable) may (at their option) elect that the indexation calculation shall be made to the date of actual payment and not the due date of payment

**"Bus Operator"** means any bus operator that provides public transport infrastructure and ticketing relevant to the Development

**"Bus Service"** means a shuttle bus service between the Development and the Trumpington Park and Ride site as an extension to the Guided

Busway Service with a service frequency of no less than twenty (20) minutes between 0700 and 1900 hours and no less than hourly between 1900 and 2300 hours Monday to Saturday Provided Always that the service between 1900 hours and 2300 hours shall only be required to be operated once 80% of the Dwellings (other than the Extra Care Housing Units) have been first Occupied

**“Bus Service Agreement”** means an agreement between the Owner and the Nominated Bus Operator or in default a Bus Operator to provide inter alia:-

- (a) the Bus Service, and
- (b) one (1) free Season Ticket per Dwelling for use by any member of the household of the relevant Dwelling, and
- (c) a 25% discount on the normal cost of one further Season Ticket per Dwelling for use by any member of the household of the relevant Dwelling, and
- (d) a 25% discount to any resident of a Dwelling purchasing a Season Ticket (Other Types), and
- (e) any other inducements to use public transport in the locality of the Site previously approved by the County Council

**“Bus Service Period”** means a period of fifteen (15) years from the First Occupation Date

**“Challenge”** means either

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

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

**“Commencement Date”** means the date upon which any material operation (as defined by Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological investigations investigations for the purposes of assessing ground conditions remedial works in respect of any contamination or other adverse ground conditions the diversion capping and laying of services the erection of site offices compounds or any temporary means of enclosure or other security measures the temporary display of site notices or advertisements and **“Commence”** and **“Commencement”** shall be construed accordingly

**“Community Facilities”** means the provision by the Council or the Parish Council of either

(a) an extension to the existing Hauxton village hall or

(b) a new village hall for Hauxton or

(c ) community facilities in conjunction with the Hauxton Community Parish School

in each case as shall be agreed between the Owner and the Council

**“Community Facilities Contribution”** means the sum of three hundred thousand pounds (£300,000) as a contribution towards the Community Facilities

**“Consultative Committee”** means the liaison forum/consultative committee formed pursuant to clause 23

**“Development”** means the residential and ancillary development of the Site as set out in the Application

**“Disposal”** means each and every means by which the right of occupation of an Extra Care Housing Unit or the Extra Care Housing Land is given or transferred to another person body or company and **“Dispose”** shall be construed accordingly

**“Dwelling”** means any dwelling (including a house apartment or maisonette) to be constructed on the Site pursuant to the Planning Permission and the Approval of Reserved Matters Consent together with its curtilage and the expression **“Dwellings”** shall be construed accordingly

**“Ecology Management Plan”** means the plan for the time being approved by the Council under the provisions of the Planning Permission and/or the Approval of Reserved Matters Consent relating to matters of an ecological nature in respect of the Site other than matters of an ecological nature in respect of the River Corridors and any variation of such plan as shall be agreed in writing by the Council

**“Education Contribution”** means the total sum of seven hundred and sixty two thousand nine hundred and thirty three pounds (£762,933) BCIS Index Linked payable to the County Council in instalments of four hundred and seventy four thousand pounds (£474,000) BCIS Index Linked and two hundred and eighty eight thousand nine hundred and thirty three pounds (£288,933) BCIS Index Linked for use by the County Council (as the local education authority) as a contribution towards the provision of Education Improvements

**“Education Improvements”** means the building or construction of a new primary school at Hauxton to replace the existing primary school buildings which may at the discretion of the County Council be constructed in phases

**“Employment Travel Plan”** means a plan to promote sustainable transport initiatives for employees working on such part of the Development as shall comprise commercial buildings and shall include provisions for:-

(a) General Administration Initiatives

- (i) Allocating responsibility for the Employment Travel Plan to an Employment Travel Plan Co-ordinator and providing resources as necessary
- (ii) Preparing travel awareness and travel information material for inclusion in staff induction packs
- (iii) Undertaking education and awareness campaigns to inform staff members of the broader issues surrounding transport use and their own particular role within it
- (iv) Undertaking annual monitoring of the performance of the Employment Travel Plan which shall review all initiatives and incentives in the Employment Travel Plan and recommend proposed changes
- (v) Continuing to research examples of best practice in sustainable transport planning

(b) Walking Initiatives

- (i) Actively promoting health benefits of walking
- (ii) Working with the Council and the County Council to facilitate continued improvement for pedestrian access and safety routes leading to, from and around the Site
- (iii) Producing maps showing recommended walking routes from public transport facilities including bus stops

(c) Cycling Initiatives

- (i) Providing safe secure and covered cycle parking for staff
- (ii) Providing lockers, changing/drying facilities and showers for staff
- (iii) Actively publicising the current cycling facilities available at and around the Site
- (iv) Helping to arrange discounts for the purchase of bicycles and appropriate safety equipment and waterproof clothing for staff
- (v) Encouraging the County Council to provide better facilities for cyclists in the vicinity of the Site
- (vi) Making available local cycle route maps of the area of the Site

(vii) Setting up a bicycle users group for staff

(d) Public Transport Initiatives

- (i) Publicising the proposed Guided Busway Service and existing public transport services via notice boards, information stands and the internet
- (ii) Distributing public transport information with every staff induction pack
- (iii) Investigating interest free loans to staff for the purchase of public transport season tickets
- (iv) Working with public transport providers to improve service provision and bus routings and to negotiate subsidised fares for Season Tickets (Other Types) for staff
- (v) Investigating the possibility for providing a Dial-A-Ride bus service to local areas

(e) Car Sharing Initiatives

- (i) Investigating using car-sharing software
- (ii) Providing and maintaining a database of registered and potential staff car-sharers
- (iii) Setting up "post code" coffee clubs and a car-sharing advice desk, making use of the internet/intranet where possible
- (iv) Investigating emergency "get you home" service for stranded staff car sharers (or user of non car transport)

**"Environment Agency"** includes the Environment Agency and any successor agency authority or body

**"Extra Care Housing"** means purpose built accommodation designed to meet the needs of frail elderly people in which varying amounts of integrated care and support can be offered and where some services and facilities are shared

**"Extra Care Housing Land"** means that part of the Development comprising of the land upon which the Extra Care Housing Units are to be constructed by the Registered Social Landlord in accordance with the Extra Care Housing Scheme being no more than 1.5 acres (net)

**"Extra Care Housing Units"** means seventy (70) Dwellings to be erected on the Extra Care Housing Land or any one of them which are to be sold rented or otherwise facilitated by a Registered Social Landlord

**"Extra Care Housing Scheme"** means a seventy (70) unit scheme of Extra Care Housing to be constructed on the Extra Care Housing Land by the Registered Social Landlord and providing for:-

- (a) at least fifty per cent (50%) of the Extra Care Housing Units to be disposed of by the Registered Social Landlord by way of shared ownership and/or social rented and where in the case of shared ownership each shared ownership Extra Care Housing Unit must be offered for sale with purchase shares starting at 30% of value for such unit and where the rental charges on the unsold equity is less than or equal to the Housing Corporation's (or any relevant successor) relevant ceiling (and which is currently 2.75% per annum) and where in the case of social rented the rent for each social rented Extra Care Housing Unit is consistent with guideline target rents determined through the national rent regime relevant from time to time; and
- (b) an accommodation mix of twenty five (25) one bedroom units and forty five (45) two bedroom units with individual minimum sizes per Extra Care Housing Unit of 51 and 65 square metres respectively and with a lift serving all Extra Care Housing Units other than those at ground floor level.

Such Extra Care Housing Scheme shall be approved by the Council under the provisions of the Planning Permission and/or the Approval of Reserved Matters Consent and any variation of such scheme shall be agreed in writing by the Council

**“First Occupation Date”** means the date on which the first Dwelling (other than any Extra Care Housing Unit) on the Site is first Occupied

**“Flood Mitigation Plan”** means the plan approved by the Council pursuant to the Planning Permission relating to flood mitigation and flood relief at the Site including proposals for:-

- (a) the annual visual inspection of the proposed flood relief channels and weirs and
- (b) if necessary or required due to damage to such flood relief channels and weirs the repair and maintenance of such flood relief channels and weirs subject to the submission to and approval of reports by the Environment Agency prior to such repair and maintenance being carried out

and any variation of such plan as shall be agreed in writing by the Council

**“Guided Busway Service”** shall have the same meaning as in the Bus Service Agreement

**“Highway Improvements”** means pedestrian and cycle improvements to the A10 and junction 11 of the M11 or such other traffic improvements which may benefit sustainable travel to the Development or road safety in the vicinity of the Site determined by the County Council acting reasonably

**“Highway Improvements Contribution”** means the sum of twenty five thousand pounds (£25,000) BCIS Index Linked as a contribution towards the Highway Improvements

**“Index Linked”** means as increased or decreased by a percentage equivalent to the percentage increase or decrease in the Retail Price Index from the 1 January 2009 to the due date of payment Provided Always that if there is any delay in making any relevant Index Linked payment the Council or the County Council (as applicable) may (at their option) elect that the indexation calculation shall be made to the date of actual payment and not the due date of payment

**“Interest Rate”** means the base lending rate for the time being of Barclays Bank Plc compounded annually

**“Management Company”** means the company to be set up or appointed by the Owner to undertake the management and administration of the Flood Mitigation Plan and (if the provisions of clause 11.1.2 apply) the On Site Open Space

**“Mill Head”** means that part of the River Cam between points marked “A” and “B” on Plan 1

**“North Meadow”** means that part of the Site edged red on Plan 3

**“NEAP”** means a neighbourhood equipped area of play to be provided on Hauxton village green or such other location to be approved by the Owner

**“Nominated Bus Operator”** means for the purposes of this Deed Stagecoach Group Plc (Company No. 100764–Scotland) or such other Bus Operator approved by the County Council

**“Occupation”** and **“Occupied”** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expression **“Occupier”** shall be construed accordingly

**“Off Site NEAP Commuted Sum”** means eight thousand pounds (£8,000) per annum for five (5) years Index Linked payable to the Council (or if so directed by the Council to the Parish Council) as a contribution towards the future maintenance and upkeep of the NEAP

**“Off Site NEAP Contribution”** means the sum of eighty thousand pounds (£80,000) Index Linked payable to the Council (or if so directed by the Council to the Parish Council) as a contribution towards the provision of the NEAP

**“On Site Open Space Commuted Sum”** means (if applicable) the sum of five thousand three hundred and fifty pounds (£5,350) per annum plus five hundred pounds (£500) per annum per local area of play subject to a maximum sum of ten thousand eight hundred and fifty pounds



(£10,850) per annum for ten (10) years Index Linked payable to the Council (or if so directed by the Council to the Parish Council) (and in either case subject to the provisions of clause 12) towards the future maintenance and upkeep of the On Site Open Space

**“On Site Open Space”** means an area or areas on the Site of up to 0.76 hectares to be laid out as public open space or as amenity area(s) to incorporate a local equipped area of play and providing at least nine (9) pieces of children's play equipment together with an adjacent level grassed kick about area and up to a maximum of eleven (11) local areas of play in accordance with the Approval of Reserved Matters Consent and the On Site Open Space Scheme

**“On Site Open Space Scheme”** means the scheme referred to in clause 11.1 or any variation of such scheme as shall be agreed in writing by the Council

**“Parish Council”** means Hauxton Parish Council and its successor body or authority

**“Phase”** means the relevant part of the Site approved under the Phasing Scheme and **“Phases”** shall be construed accordingly

**“Phasing Scheme”** means any scheme for the time being approved by the Council under the provisions of the Planning Permission and/or the Approval of Reserved Matters Consent for the construction of the Development in Phases

**“Plan 1”** means the plan attached to this Deed and marked as such

**“Plan 2”** means the plan attached to this Deed and marked as such

**“Plan 3”** means the plan attached to this Deed and marked as such

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

**“Primary Care Trust”** means Cambridgeshire Primary Care Trust or any relevant successor

**“Primary Care Trust Contribution”** means a maximum sum of one hundred and sixty eight thousand seven hundred and fifty pounds (£168,750) Index Linked as a contribution towards the Primary Care Improvements

**“Primary Care Improvements”** means the provision of a fifty (50) square metre extension to Shelford Health Centre comprising of

- (a) two (2) additional consulting rooms
- (b) an extended waiting area

- (c) new female toilets with baby changing facilities
- (d) an additional records store

in each case as shall be agreed with the Council and the Owner

**“Qualifying Occupier”** means a person nominated by the Registered Social Landlord as being in need of Extra Care Housing

**“Registered Social Landlord”** means a social landlord registered in accordance with Part 1 Chapter 1 of the Housing Act 1996 who is registered with the Housing Corporation pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act or other housing body approved by the Council (such approval not to be unreasonably withheld or delayed)

**“Residential Travel Plan”** means a plan to promote sustainable transport initiatives for the occupants of such part of the Development as shall comprise Dwellings which shall include provisions for:-

(a) General Administration Initiatives

- (i) Providing public transport information to all residents of the Site
- (ii) Undertaking annual monitoring of the performance of the Residential Travel Plan which shall review all initiatives and incentives in the Residential Travel Plan and recommend proposed changes
- (iii) Continuing to research examples of best practice in sustainable transport planning

(b) Walking Initiatives

- (i) Actively promoting health benefits of walking
- (ii) Working with the Council and the County Council to facilitate continued improvements for pedestrian access and safety routes leading to, from and around the Site
- (iii) Producing maps showing recommended walking routes to/from public transport facilities, including bus stops for each household on the Site

(c) Cycling Initiatives

- (i) Providing safe, secure and covered cycle parking for all households on the Site with additional visitor cycle parking as necessary
- (ii) Helping to arrange discounts for the purchase of bicycles and appropriate safety equipment and waterproof clothing for residents of the Site

- (iii) Encouraging the County Council to provide better facilities for cyclists in the vicinity of the Site
  - (v) Making available local cycle route maps of the area of the Site
- (d) Public Transport Initiatives
- (i) Publicising the proposed Guided Busway Service and other existing transport services via notice boards, information stands and the Internet
  - (ii) Distributing current public transport information to all households on the Site
- (e) Car Sharing Initiatives
- (i) Investigating using car-sharing software
  - (ii) Providing and maintaining a database of registered and potential car-sharers resident on the Site

**“Retail Price Index”** means the All Items Index of Retail Price published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor by any successor organisation

**“Retained Land”** means the land on the west side of the A10 Hauxton Mill Mill House and New Mill House for the purpose of identification only edged blue on Plan 1

**“River Corridors”** means those parts of the Site abutting the River Cam, the River Granta or the Riddy Brook and which need to be preserved, retained or managed for good ecological reasons

**“River Corridors Ecology Management Plan”** means the plan for the time being approved by the Council under the provisions of the Planning Permission and/or the Approval of Reserved Matters Consent relating to matters of an ecological nature in respect of the River Corridors. The River Corridors Ecology Management Plan shall include provisions relating to:-

- (a) Mitigation during construction of the Development to ensure minimal impact to habitats and biodiversity, such as timing and methodology of works;
- (b) Management measures including a work programme to maintain and enhance the value of the River Corridors for biodiversity during and after completion of the Development;
- (c) Sensitive planting plans for semi-natural areas of the River Corridors including appropriate locally native species that will be of benefit to biodiversity;

- (d) Sensitive management of riverside trees within the River Corridors;
- (e) Construction of an otter holt;
- (f) Erection of specialist bird boxes and bat boxes both within the River Corridors and its surrounding semi-natural habitats;
- (g) Sensitive management of the Mill Head including desilting of the Mill Head (subject to the prior written consent from the Environment Agency to such desilting works under Byelaw 16 of the Anglian Land Drainage and Sea Defence Byelaws)
- (h) Measures to enhance the Riddy Brook, especially its bankside habitats, following site decontamination and flood alleviation works;
- (i) An ecological monitoring programme to ensure that mitigation and enhancement is successful, and to guide future management of the River Corridors;
- (j) Proposals for the future management of the River Corridors by the Owner or a management company approved by the Council

**“Season Ticket”** means an annual season ticket substantially on the terms of the “Goldrider” annual season ticket current at the date of this Deed available from the Nominated Bus Operator or its subsidiary company operating bus services in Cambridgeshire

**“Season Tickets (Other Types)”** means any type of periodic ticket other than a Season Ticket offered by the Nominated Bus Operator or the Bus Operator

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

**“Site”** means land at Bayer Cropscience Cambridge Road Huxton Cambridge Cambridgeshire for the purpose of identification only shown edged in red on Plan 1

**“Sports Land”** means the 1.5 hectares of land forming part of the Retained Land shown for identification purposes edged red on Plan 2 to be transferred to the Parish Council or the Council pursuant to the Sports Land Transfer

**“Sports Land Commuted Maintenance Sum”** means the sum of fifteen thousand three hundred and twenty nine pounds (£15,329) per annum for five (5) years Index Linked payable by the Owner to the Council (or if so directed by the Council to the Parish Council) as a contribution towards the future maintenance and upkeep of the Sports Land by the Parish Council for the benefit of the local community

**“Sports Land Contribution”** means the sum of

(a) ten thousand pounds (£10,000) Index Linked payable by the Owner to the Council (or if so directed by the Council to the Parish Council) as a contribution towards improvements to the sports pitches on the Sports Land and

(b) forty thousand pounds (£40,000) Index Linked payable by the Owner to the Council (or if so directed by the Council to the Parish Council) as a contribution towards the provision and initial equipping of the temporary toilet and changing facilities on the Sports Land

**“Sports Land Transfer”** means the transfer of the Sports Land in the form annexed to this Deed

**“Sports Land Works”** means:-

(a) the demolition of any unsafe or unsuitable buildings or other structures on the Sports Land and;

(b) the erection of temporary security fencing around the perimeter of the Sports Land and;

(c) the removal of the existing tennis courts on the Sports Land if the Council or the Parish Council shall serve written notice on the Owner prior to completion of the Sports Land Transfer that the Parish Council requires removal of such tennis courts and;

(d) the provision of water, electricity and foul drainage suitable for toilet and changing facilities on the Sports Land to the point marked “A” on Plan 2 and of sufficient capacity to properly cater for the anticipated size of such toilet and changing facilities

**“Travel Plans”** means the Residential Travel Plan and the Employment Travel Plan

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

1.2 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed

1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1.4 Words of the masculine gender the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner

1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can

be enforced against all of them jointly and against each individually unless there is an express provision otherwise

- 1.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and or the County Council the successors of their respective statutory functions

## **2. RECITALS**

- 2.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated
- 2.2 The County Council is the local education authority for the purposes of the Education Act 1996 and is the highway authority for the purposes of the Highways Act 1980 for the area within which the Site is situated
- 2.3 The Owner is the freehold owner of the Site free from incumbrances and the Owner's title to the Site is registered at The Land Registry under Title Number CB293879 (part)
- 2.4 The Owner is the freehold owner of the Retained Land free from incumbrances and the Owner's title to the Retained Land is registered at The Land Registry under Title Numbers CB293879 (part) and CB83941
- 2.5 The Applicant has with the consent of Owner made the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- 2.6 The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed

## **3. LEGAL BASIS**

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

#### 4. MISCELLANEOUS

- 4.1 The provisions of this Deed shall only come into effect if the Planning Permission is granted pursuant to the Application
- 4.2 The provisions of clauses 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 and 24 shall be effective on the dates specified in each clause. Subject to the provisions of clause 4.1 and 4.5 the provisions of clause 4 shall come into effect on the date hereof
- 4.3 No person shall be liable for any breach of the planning obligations or other provisions contained in this Deed after it shall have parted with its entire interest in the Site or the relevant part of the Site in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant arising prior to parting with such interest)
- 4.4 Any use by the Owner of any Dwelling for sales purposes shall not be deemed to be the first Occupation of that Dwelling
- 4.5 Subject to the Owner having paid those payments required to be made under this Deed prior to the Commencement of the Development the provisions of this Deed shall not be enforceable against the owner or occupier of a completed Dwelling
- 4.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
  - 4.6.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
  - 4.6.2 the Planning Permission shall expire prior to the Commencement of Development; or
  - 4.6.3 the Council or any other competent authority shall at any time after the date of this Deed grant a new planning permission under which development of the Site is initiated for the purposes of Section 56 of the Act
- 4.7 This Deed is a local land charge and shall be registered as such by the Council
- 4.8 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 other than by the parties to this Deed and their successors in title assigns and mortgagees
- 4.9 Subject to the provisions of clauses 4.1 4.2 4.3 4.4 and 4.5 the Owner hereby covenants with the Council and the County Council in the terms set out at clauses 6 8 9 10 11 12 13 14 15 16 17 18 19 20 23 and 24 and clauses 7 21 and 22 respectively
- 4.10 The Council covenants with the Owner in the terms set out at clause 25

- 4.11 The County Council covenants with the Owner in the terms set out at clause 26
- 4.12 Wherever in this Deed there is reference:-
- 4.12.1 to the Council or the County Council giving its agreement approval consent or expression of satisfaction to the Owner under this Deed to any matter or scheme that reference is on the basis that such approval agreement consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given on behalf of the Council by the Corporate Manager for Planning and Sustainable Communities or their relevant successor and on behalf of the County Council by the Director of Environment and Regulation or their relevant successor
- 4.12.2 the Owner giving its agreement approval consent or expression of satisfaction to the Council the County Council or the Parish Council under this Deed that reference is on the basis that such approval agreement consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 4.13 Any dispute between the Owner and the Council or between the Owner and the County Council as to any matter the subject of this Deed shall failing resolution by discussion and mutual agreement be referred to an appropriate independent expert (who shall either be agreed between the Council or the County Council (as the case may be) and the Owner or failing agreement appointed on the application of either the Council or the County Council (as the case may be) or the Owner by the President for the time being of the Royal Institution of Chartered Surveyors (or any person acting with his authority) and the decision of the expert shall be final and binding (save in case of manifest error) and his costs shall be borne as he shall direct
- 4.14 This Deed may be executed in any number of counterparts each of which is an original and all of which together evidence the same deed
- 4.15 If any sum due under this Deed shall remain unpaid after the same has become due interest shall be paid thereon from the date the sum becomes due to the date of payment at the rate 4% above the Interest Rate
- 4.16 The Council will following the performance and satisfaction of all the obligations of the Owner to the Council contained in this Deed issue written confirmation thereof and shall forthwith cancel all related entries in the Register of Local Land Charges in respect of this Deed
- 4.17 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council not exceeding the sum of £1500 and shall pay to the County Council the reasonable legal costs of the County Council not exceeding the sum of £[ ] incurred in the negotiation and completion of this Deed



- 4.18 Any notices required to be served under this Deed shall be deemed to have been properly served if sent by prepaid recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 4.19 Any notice served under clause 4.18 shall be deemed to have been duly served two (2) Working Days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was posted)
- 4.20 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 4.21 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 4.22 Nothing in this Deed shall prohibit limit or prejudice the rights and obligations of the parties to this Deed from entering into further legal agreements for the provision and adoption of open space/amenity areas or highway and drainage and associated works on the site for themselves and their successors in title
- 4.23 The Council and the County Council shall be entitled to use all interest accrued on the payments specified in this Deed from the date of actual payment thereof to the Council or the County Council as the case may be until the date when such monies are spent for the purposes specified

## **5. CONDITIONALITY**

- 5.1 This Deed is conditional upon
- (a) the grant of Planning Permission (without any Challenge having been made so as to leave the Planning Permission extant or if such Challenge has occurred when such Challenge has been finally disposed of so as to leave the Planning Permission extant)

(b) the Commencement of Development

save for the provisions of clauses 4.4 4.17 4.18 4.19 4.20 4.21 27 30 31 and 32 which shall come into effect immediately upon completion of this Deed

## **6. COMMUNITY FACILITIES CONTRIBUTION**

- 6.1 The Owner shall not Commence the Development until the Owner shall have paid to the Council (or if so directed by the Council to the Parish Council) the Community Facilities Contribution as a contribution towards the costs and expenses of the Community Facilities

6.2 The Community Facilities Contribution is made on the condition and the Council hereby agrees that if the Council or the Parish Council shall not fully expend the Community Facilities Contribution on the costs and expenses of Community Facilities within ten (10) years of the date of payment of such sum then the Community Facilities Contribution (or such part thereof as shall not have been expended) shall be repaid by the Council to the Owner (in this clause 6.2 meaning the party which shall actually have paid such sum) together with interest at the Interest Rate from the date of payment to the date of repayment

## **7. HIGHWAY IMPROVEMENTS CONTRIBUTION**

7.1 The Owner shall not Commence the Development until the Owner shall have paid to the County Council the Highway Improvements Contribution

7.2 The Highway Improvements Contribution is made on the condition and the County Council hereby agrees that if it has not applied or made arrangements for the application of all or any part of the Highway Improvements Contribution within ten (10) years from the date of its receipt then the Highways Contribution or part thereof (as the case may be) shall become repayable on demand to the Owner (in this clause 7.2 meaning the party which shall actually have paid such sum) Provided always that if before the expiry of the said ten (10) year period there is any contract or contracts in existence relating to the provision of the Highway Improvements to which the Highway Improvements Contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said ten (10) year period any sum to be repaid to the Owner shall be repaid following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the Highway Improvements pursuant to such contract or contracts

## **8. PRIMARY CARE TRUST CONTRIBUTION**

8.1 The Owner shall not Commence the Development until the Owner shall have paid to the Council (or if so directed by the Council to the Primary Care Trust) the Primary Care Trust Contribution as a contribution towards the costs and expenses of the Primary Care Improvements

8.2 The Primary Care Trust Contribution is made on the condition and the Council hereby agrees that if the Council or the Primary Care Trust shall not fully expend the Primary Care Trust Contribution or the costs and expenses of the Primary Care Improvements within five (5) years of the date of payment of such sum then the Primary Care Trust Contribution (or such part thereof as shall not have been expended) shall be repaid by the Council or the Primary Care Trust to the Owner (in this clause 8.2 meaning the party which shall actually have paid such sum) together with interest at the Interest Rate from the date of payment to the date of repayment

**9. OFF SITE NEAP CONTRIBUTION**

- 9.1 The Owner shall pay to the Council (or if so directed by the Council to the Parish Council) the Off Site NEAP Contribution within five (5) Working Days of the first Occupation of any Dwelling (other than any Extra Care Housing Units) on the Site
- 9.2 The Off Site NEAP Contribution is made on the condition and the Council hereby agrees that if the Council or the Parish Council do not utilise all the Off Site NEAP Contribution for the provision of the NEAP in accordance with the adopted policy or policies of the Council applicable for the time being within five (5) years of the date of payment of the Off Site NEAP Contribution then the Off Site NEAP Contribution (or so much thereof as shall not have been expended by the Council or the Parish Council on the NEAP) shall be repaid by the Council or the Parish Council to the Owner (in this clause 9.2 meaning the party or parties which shall actually have paid such sum) together with interest at the Interest Rate on such sum repayable by the Council or the Parish Council from the date of payment to the date of repayment

**10. OFF SITE NEAP COMMUTED SUM**

- 10.1 The Owner shall pay to the Council (or if so directed by the Council to the Parish Council) the first payment of the Off Site NEAP Commuted Sum within five (5) Working Days of the NEAP being provided and shall continue to pay the balance of the Off Site NEAP Commuted Sum on each anniversary thereafter until all payments have been made in accordance with the provisions of this Deed
- 10.2 Each Off Site NEAP Commuted Sum is paid on the condition and the Council hereby agrees that if the Council or the Parish Council do not utilise all such Off Site NEAP Commuted Sum for the maintenance or upkeep of or improvements to the NEAP within five (5) years of the date of payment then such Off Site NEAP Commuted Sum (or so much of thereof as shall not have been expended by the Council or the Parish Council on the NEAP) shall be repaid by the Council or the Parish Council to the Owner (in this clause 10.2 meaning the party or parties which shall actually have paid such sum) together with interest at the Interest Rate on such sum repayable by the Council or the Parish Council from the date of payment to the date of repayment

**11. ON SITE OPEN SPACE**

- 11.1 The Owner shall not Commence the Development of any Phase (or sub-phase) until the Owner has obtained the written approval of the Council to the On Site Public Open Space Scheme for that Phase (or sub-phase) to be prepared by the Owner and submitted to the Council detailing:-

- 11.1.1 proposals for laying out the On Site Open Space on that Phase (or sub-phase) and
- 11.1.2 proposals for the long term maintenance management and ownership of the On Site Open Space on that Phase (or sub-phase) by either the Council the Parish Council or a management company to be approved by the Council
- 11.2 The Owner shall lay out the On Site Open Space in accordance with the On Site Open Space Scheme and in accordance with the provisions of the Approval of Reserved Matters Consent
- 11.3 If the On Site Open Space Scheme shall provide that the On Site Open Space shall be transferred to the Council or to the Parish Council (as open space within the meaning of Section 10 of the Open Spaces Act 1906) then the On Site Open Space shall be transferred by the Owner to the Council or to the Parish Council following completion of the laying out of the On Site Public Open Space
- 11.4 If the provisions of clause 11.3 apply the transfer of the On Site Open Space (or that relevant part or parts) to the Council or to the Parish Council shall:-
  - 11.4.1 grant and reserve all necessary rights and easements
  - 11.4.2 be made pursuant to Section 10 of the Open Spaces Act 1906
  - 11.4.3 contain the following covenant by the Council or the Parish Council with the Owner (such covenants to be expressed to be pursuant to Section 106 of the Act)
    - 11.4.3.1 that the On Site Open Space (or that relevant part or parts) shall forever be used as public open space
    - 11.4.3.2 that the On Site Open Space (or the relevant part or parts) shall forever be managed and maintained in accordance with the On Site Open Space Scheme
  - 11.4.4 be for no consideration
- 11.5 If the On Site Open Space Scheme shall provide that the On Site Open Space shall be transferred to a management company approved by the Council the provisions of clauses 11.3 and 11.4 shall apply mutatis mutandis to such transfer but substituting any references to the Council or to the Parish Council with references to the management company
- 12. **ON SITE OPEN SPACE COMMUTED SUM**
- 12.1 The following provisions of this clause 12 shall only be applicable if the On Site Open Space (or the relevant part or parts) is transferred to the Council or the Parish Council in accordance with the provisions of clause 11.3 and the On Site Open Space Scheme
- 12.2 The Owner shall pay to the Council (or if so directed by the Council to the Parish Council) the On Site Open Space Commuted Sum within five

(5) Working Days of the date of the transfer made pursuant to clause 11.3 and shall continue to pay the On Site Open Space Commuted Sum on each anniversary thereafter until all payments have been made in accordance with the provisions of this Deed

12.3 Each On Site Open Space Commuted Sum is paid on the condition and the Council hereby agrees that if the Council or the Parish Council do not utilise all such On Site Open Space Commuted Sum for the maintenance or upkeep of or improvements to the On Site Public Open Space within ten (10) years of the date of payment then such On Site Open Space Commuted Sum (or so much thereof as shall not have been expended by the Council or the Parish Council on the maintenance or upkeep of or improvements to the On Site Public Open Space) shall be repaid by the Council or the Parish Council to the Owner (in this clause 12.3 meaning the party or parties which shall actually have paid such sum) together with interest at the Interest Rate on such sum payable by the Council or the Parish Council from the date of payment to the date of repayment

### **13. SPORTS LAND**

13.1 The Owner shall not permit any Dwellings (other than the Extra Care Housing Units) on the Site to be first Occupied until it has transferred the Sports Land to the Parish Council pursuant to the Sports Land Transfer

13.2 The Owner shall transfer and subject to the provisions of clause 13.5 the Parish Council shall accept the Sports Land on the terms set out in the Sports Land Transfer

13.3 Completion of the Sports Land Transfer shall take place on or before the first Occupation of any Dwellings (other than the Extra Care Housing Units) on the Site

13.4 Prior to completion of the Sports Land Transfer the Owner shall at its cost carry out the Sports Land Works in a good and workmanlike manner

13.5 If the Parish Council does not take a transfer of the Sports Land pursuant to the provisions of this clause 13 then the Council shall take a transfer of the Sports Land pursuant to the provisions of the Sports Land Transfer and otherwise in accordance with the provisions of this clause 13

13.6 If for any reason the Parish Council or the Council do not take a transfer of the Sports Land the provisions of clause 13.1 and clause 13.3 shall not apply

### **14. SPORTS LAND CONTRIBUTION**

14.1 The Owner shall pay to the Council (or if so directed by the Council to the Parish Council) the Sports Land Contribution for use by the Council or the Parish Council such payment to be made within five (5) Working Days of the date of completion of the Sports Land Transfer

14.2 Payment of the Sports Land Contribution is made on the condition and the Council hereby agrees that if the Council and/or the Parish Council does not utilise all the Sports Land Contribution for the provision of or improvements to the Sports Land in accordance with the adopted policy or policies of the Council applicable for the time being within ten (10) years of the date of payment of the Sports Land Contribution then the Sports Land Contribution (or so much thereof as shall not have been expended by the Council and/or the Parish Council on the provision or improvements as aforesaid) shall be repaid by the Council or the Parish Council to the Owner (in this clause 14.2 meaning the party or parties which shall actually have paid such sum) together with interest at the Interest Rate on such sum repayable by the Council or the Parish Council from the date of payment to the date of repayment

## **15. SPORTS LAND COMMUTED MAINTENANCE SUM**

15.1 The Owner shall pay to the Council for use by the Council and/or the Parish Council the Sports Land Commuted Maintenance Sum within five (5) Working Days of the date of completion of the Sports Land Transfer and shall continue to pay the Sports Land Commuted Maintenance Sum on each anniversary thereafter until all payments have been made in accordance with the provisions of this Deed

15.2 Each Sports Land Commuted Maintenance Sum is paid on the condition and the Council hereby agrees that if the Council and/or the Parish Council does not utilise all such Sports Land Maintenance Commuted Sum for the maintenance or upkeep of or improvements to the Sports Land within ten (10) years of the date of payment then such Sports Land Maintenance Commuted Sum (or so much thereof as shall not have been expended by the Council and/or the Parish Council on the maintenance or upkeep of or improvements to the Sports Land) shall be repaid by the Council or the Parish Council to the Owner (in this clause 15.2 meaning the party or parties which shall actually have paid such sum) together with interest at the Interest Rate on such sum payable by the Council or the Parish Council from the date of payment to the date of repayment

## **16. EXTRA CARE HOUSING LAND**

16.1 Prior to the submission of the application for Approval of Reserved Matters Consent the Owner shall identify a Registered Social Landlord who is to take a transfer of the Extra Care Housing Land subject to the approval of the Registered Social Landlord by the Council (such approval not to be unreasonably withheld or delayed)

16.2 The Owner shall not permit any Dwellings on the Site to be first Occupied until it has transferred the Extra Care Housing Land to a Registered Social Landlord in accordance with the provisions of this clause 16

16.3 If the Registered Social Landlord identified pursuant to clause 16.1 fails to proceed with the acquisition of the Extra Care Housing Land the

Owner shall transfer the Extra Care Housing Land to an alternative Registered Social Landlord approved by the Council

- 16.4 The Owner shall give notice in writing to the Council's Director of Housing or their relevant successor as soon as reasonably practicable after the completion of the Disposal of the Extra Care Housing Land to a Registered Social Landlord
- 16.5 The Owner shall procure that the Extra Care Housing Land is prior to its transfer serviced sufficiently to support seventy (70) residential units and reasonable access to and egress from the Extra Care Housing Land is made available to the Registered Social Landlord suitable for construction purposes
- 16.6 The transfer to the Registered Social Landlord shall contain the following provisions:
  - 16.6.1 the grant by the Owner to the Registered Social Landlord of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Extra Care Housing Land
  - 16.6.2 a reservation of all rights of access and passage of services and rights of entry reasonably required for the purposes of the development of the Site
  - 16.6.3 a covenant not to use the Extra Care Housing Units when constructed other than for the purposes of occupation by Qualifying Occupiers (which for the avoidance of doubt shall not include any occupation by any wardens or other staff employed by the Registered Social Landlord)
  - 16.6.4 a covenant that residents within the administrative area of the Council shall be given first priority in relation to the occupation of the Extra Care Housing Units
  - 16.6.5 such covenants as the Owner may reasonably require for the maintenance of the Extra Care Housing Units and the preservation of the appearance thereof

## **17. TRAVEL PLANS**

- 17.1 The Owner shall not Commence the construction of Dwellings until the Owner shall have agreed the Residential Travel Plan with the Council and the County Council
- 17.2 The Owner shall not Commence the construction of any employment or commercial buildings on the Site until the Owner shall have agreed the Employment Travel Plan with the Council and the County Council
- 17.3 Upon the First Occupation Date the Owners shall implement the Residential Travel Plan in accordance with the agreed Residential Travel Plan

- 17.4 Upon the date on which the first employment or commercial building on the Site is first Occupied the Owner shall:-
- 17.4.1 appoint an Employment Travel Plan Co-ordinator to take the leading role in implementing the Employment Travel Plan and
  - 17.4.2 implement the Employment Travel Plan in accordance with the agreed Employment Travel Plan
- 17.5 The Owner shall carry out annual reviews of the Travel Plans in accordance with their respective provisions
- 17.6 The Owner shall not implement any recommended changes to the Travel Plans without the approval of the Council and the County Council

## **18. ECOLOGY MANAGEMENT PLAN**

- 18.1 The Owner shall not Commence the Development until the Owner shall have agreed the Ecology Management Plan with the Council
- 18.2 The Owner shall implement the Ecology Management Plan in accordance with the requirements of the Ecology Management Plan

## **19. RIVER CORRIDORS ECOLOGY MANAGEMENT PLAN**

- 19.1.1 The Owner shall prior to the submission to the Council of the first application for the Approval of Reserved Matters Consent to submit the Council for approval a plan establishing the extent of the River Corridors
  - 19.1.2 The Owner shall with the first application for the Approval of Reserved Matters Consent to be submitted to the Council provide to the Council for approval a draft River Corridors Ecology Management Plan
  - 19.1.3 The Owner shall not carry out any vegetation clearance to the River Corridors prior to the approval by the Council of the River Corridors Ecology Management Plan without the written consent of the Council
  - 19.1.4 The Owner shall not commence Development until the Owner shall have agreed the River Corridors Ecology Management Plan with the Council
  - 19.1.5 The Owner shall implement the River Corridors Ecology Management Plan in accordance with the requirements of the River Corridors Ecology Management Plan
- 19.2 The Owner shall make all necessary applications to the Environment Agency for it to approve the River Corridors Ecology Management Plan and the Owner shall in any event also use all reasonable endeavours to



obtain the consent of the Environment Agency as soon as reasonably practical to undertake the desilting of the Mill Head as part of the River Corridors Ecology Management Plan;

19.3 The Owner shall complete or procure completion of an initial desilting of the Mill Head in a good and workmanlike manner within 4 months of the Environment Agency consent of the desilting being issued or the Commencement of Development (whichever is the later)

19.4 The Owner shall complete or procure further desilting of the Mill Head (again subject to any further consent or consents of the Environment Agency that may be required from time to time) at least once in every period of 20 years of the previous desilting or at least once during such longer period as shall be agreed by the Council (such agreement not to be unreasonably withheld or delayed)

## **20. FLOOD MITIGATION AND THE FLOOD MITIGATION PLAN**

20.1 The Owner shall make available North Meadow at all times for the purposes of the implementation of the Flood Mitigation Plan and the continued use of North Meadow for flood mitigation in respect of the Development

20.2 The Owner shall not use North Meadow other than for the purposes set out in clause 20.1

20.3 The Owner shall procure that the proposed fixed weir and outflow weir and the flood flow channel remain in the ownership of the Owner the Management Company or such other competent entity approved by the Council in consultation with the Environment Agency if necessary (such approval not to be unreasonably withheld or delayed)

20.4 The Owner shall procure that on any transfer of the legal estate of the whole or any part of the Site (excluding the Retained Land and any Dwellings) that the transferee enters into a direct covenant with the Owner to observe and perform the covenants contained in clauses 20.1 to 20.3 (inclusive)

20.5 The Owner shall implement the Flood Mitigation Plan in accordance with the requirements of the Flood Mitigation Plan

## **21. EDUCATION CONTRIBUTION**

21.1 The Owner shall pay to the County Council the Education Contribution in instalments as follows:-

21.1.1 The sum of four hundred and seventy four thousand pounds (£474,000) BCIS Index Linked on or before the First Occupation Date and shall not occupy the Development (other than the Extra Care Housing or any commercial unit) until the first instalment of the Education Contribution has been paid and;

- 21.1.2 The sum of two hundred and eighty eight thousand nine hundred and thirty three pounds (£288,933) BCIS Index Linked within 28 days after the County Council has entered into an unconditional contract or contracts for the carrying out of the whole or substantially the whole of the Education Improvements or if the Education Improvements are carried out in phases the first phase of the Education Improvements Provided Always that this second instalment of the Education Contribution shall not be payable prior to the first Occupation of the one hundredth Dwelling
- 21.2 The Education Improvements may at the Council's or the County Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed notwithstanding that the trigger point or points referred to in clause 21.1 for payment of the Education Contribution may not have arisen
- 21.3 For the avoidance of doubt the Owner will pay the Education Contribution at the trigger points referred to in clause 21.1. If the Education Improvements have at that point or points already been commenced or provided then such payment will be regarded as reimbursement of the costs incurred in providing the Education Improvements
- 21.4 Nothing herein shall obligate the Owner to pay any instalment of the Education Contribution:
- 21.4.1 before the dates upon which they are due under the provisions of clause 21.1, or
- 21.4.2 at all if the trigger point or points referred to in clause 21.1 is not reached, or
- 21.4.3 to pay any greater contribution than provided in clause 21.1
- 21.5 The Education Contribution is made on the condition and the County Council hereby agrees that if it has not applied or made arrangements for the application of all or any part of the Education Contribution within ten (10) years from the date of receipt of the final instalment of the Education Contribution then the Education Contribution or part thereof (as the case may be) shall become repayable on demand to the Owner (which in this case shall mean the party which shall actually have paid the Education Contribution) Provided always that if before the expiry of the said ten (10) year period there is any contract or contracts in existence relating to the provision of the Education Improvements to which the Education Contribution is attributable which contract or contracts shall be completed after the expiry of the said ten (10) year period any sum to be repaid to the Owner shall be repaid together with interest at the Interest Rate following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the Education Improvements pursuant to such contract or contracts

## 22. **BUS SERVICE**

- 22.1 The Owner shall use all reasonable endeavours to enter into a Bus Service Agreement to cover the duration of the Bus Service Period with the Nominated Bus Operator prior to the First Occupation Date
- 22.2 The Owner shall use all reasonable endeavours to procure that the Nominated Bus Operator complies with the Bus Service Agreement during the Bus Service Period
- 22.3 If the Nominated Bus Operator ceases to exist or otherwise fails to provide the Bus Service during the Bus Service Period the Owner shall use all reasonable endeavours to enter into a Bus Service Agreement with an alternative Bus Operator
- 22.4 In the event that the provisions of clauses 22.1 22.2 and/or 22.3 shall fail to provide the Bus Service for any reason the Owner shall use all reasonable endeavours to procure that the Bus Service is provided during the Bus Service Period to the reasonable satisfaction of the County Council

**23. CONSULTATIVE COMMITTEE**

The Owner covenants and agrees with the Council to establish as soon as reasonably practicable after the grant of Planning Permission a local liaison forum/consultative committee including representatives of the Owner and any company or body carrying out the Development and to invite representatives of the Council the County Council the Parish Council English Nature and The Wildlife Trust and any other bodies agreed between the Owner and the Council to join a liaison forum/consultative committee. Such liaison/consultative committee shall monitor progress or the Development and the subsequent operation of the Site and provide a means to consider matters of local concern relating to the Site Provided always that the Council and/or the County Council shall not have any obligation to fund such liaison/consultative committee forum at any time. The aims and objectives of the liaison forum/consultative committee unless otherwise agreed between the Council and the Owner shall be those summarised in the Schedule to this Deed

**24. REMEDIATION SIGN OFF**

The Owner shall secure agreement from Atkins or other consultants with the necessary SiLC accreditation and first approved in writing by the Council ("the Consultant") that it will agree to act as an impartial and independent expert for the purposes of issuing to the Council a written report confirming their role in monitoring and that the proper remediation of the Site consistent with BS10175 (2001) Code of Practice for the Investigation of Potentially Contaminated Sites has been achieved and that the Site is suitable for the Development and further the Owner agrees with the Council that it will not Commence the Development until such report has been issued to the Council

## 25. THE COUNCIL'S COVENANTS

- 25.1 The Council shall use all sums received or to procure that the Parish Council uses all sums received by the Council from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree
- 25.2 The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the Council under this Deed
- 25.3 Following receipt of the monies referred to in clause 25.1 the Council (or the Parish Council as relevant) shall on an annual basis credit those monies with such interest that they would have earned had the Council (or the Parish Council as relevant) paid the monies into an interest bearing account and any interest credited shall be applied by the Council (or by the Parish Council as relevant) to schemes for the benefit of the community in the vicinity of the Site including maintenance of landscaping open spaces or similar
- 25.4 In the event that the Planning Permission is revoked due to circumstances beyond the control of the Applicant the Council covenants to repay to the Applicant or the Owner as the case may be (in this clause 25.4 meaning the party who shall have paid such monies) those monies as have been paid to it in accordance with clause 25.1 and any accrued interest receivable under the account referred to in clause 25.3
- 25.5 The Council shall apply and appropriate or procure that the Parish Council applies and appropriates the Sports Land Contribution towards the provision of two (2) sports pitches together with toilet and changing facilities and associated car parking on the Sports Land and thereafter to apply and appropriate or procure as aforesaid the Sports Land Commuted Maintenance Sum to maintain the Sports Land or procure that another entity maintains the same for the benefit of the community in the area of the Site
- 25.6 The Council shall not use nor permit to be used nor allow the Parish Council to use or permit to be used the Sports Land other than as sports pitches together with ancillary toilet and changing facilities and car parking
- 25.7 The Council shall not use nor permit to be used nor allow the Parish Council to use or permit to be used the On Site Open Space other than as amenity areas for the use of the public without the prior written consent of the Owner
- 25.8 The Council shall not use nor permit to be used nor allow the Parish Council to use or permit to be used the Community Facilities other than for the purposes referred to in that definition in this Deed
- 25.9 The Council shall apply and appropriate or procure that the Parish Council applies and appropriates the Off Site NEAP Commuted Sum

towards the provision of the NEAP and thereafter apply and appropriate or procure that the Parish Council applies and appropriates the Off Site NEAP Commuted Sum to maintain the NEAP or procure in the event of the Parish Council's default that another entity maintains the NEAP for the benefit of the community in the area of the Site

- 25.10 The Council shall apply and appropriate or procure that the Parish Council applies and appropriates the On Site Open Space Commuted Sum (if applicable) to maintain the On Site Open Space or procure in the event of the Parish Council's default that another entity maintains the same for the benefit of the community in the area of the Site
- 25.11 The Council shall take a transfer of the Sports Land should the Parish Council fail to do so
- 25.12 If the provisions of clause 11.3 shall be applicable to take a transfer of the On Site Open Space or to procure that the Parish Council takes a transfer of the On Site Open Space
- 25.13 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations of the Owner to the Council contained in this Deed when satisfied that such obligations have been performed
- 25.14 The Council shall use its best endeavours to issue the Planning Permission substantially in the form annexed to this Deed as soon as possible after the date of execution of this Deed

## 26. **THE COUNTY COUNCIL'S COVENANTS**

- 26.1 The County Council shall use all sums received by the County Council from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree
- 26.2 The County Council shall provide to the Owner reasonable details of how the sums paid by the Owner to the County Council under this Deed have been spent
- 26.3 In the event that the Planning Permission is revoked due to circumstances beyond the control of the Applicant the County Council covenants to repay to the Applicant or the Owner as the case may be (in this clause 26.4 meaning the party who shall have paid such monies) those monies as have been paid to it in accordance with clause 26.1 and any accrued interest receivable under the account referred to in clause 26.3

## 27. **WAIVER**

No waiver (whether expressed or implied) by the Council (or the Owner) of any breach or default in performing or observing any of the

covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

28. **CHANGE IN OWNERSHIP**

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

29. **INDEXATION**

29.1 Any sum referred to in this Deed as being Index Linked shall be increased or decreased by an amount equivalent to the percentage increase or decrease in the Retail Prices Index from the 1 January 2009 until the date on which such sum is paid

29.2 Any sum referred to in this Deed as being BCIS Index Linked shall be increased or decreased by an amount equivalent to the percentage increase or decrease in the BCIS Index from Quarter 3 2009 until the date on which such sum is paid

30. **VAT**

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

31. **JURISDICTION**

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

32. **DELIVERY**

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

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

## THE SCHEDULE

### AIMS AND OBJECTIVES OF THE CONSULTATIVE COMMITTEE

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

#### 1. Objectives of the Consultative Committee

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

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

#### 2. Aims of the Consultative Committee

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

#### 3. General

- a. Only matters relating directly to the Site and its environs shall be discussed
- b. A Chairperson and Secretary shall be appointed at the first meeting of the Consultative Committee. Professional representatives of regulatory bodies cannot be considered for the Chairmanship of the Consultative Committee

- c. Minutes shall be kept by the Secretary and subsequently approved by the Consultative Committee. Minutes and Agenda to be circulated at least 1 week before next meeting
- d. The Consultative Committee is not empowered to take executive decisions or vote on any item

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

Director

Director/Secretary

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

Chief Executive

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

[Director]

[Solicitor for the County Council]