

Flexibility is better than Prophecy (for Super Strategic Sites)

James Scott

**Joint Planning Law Conference
19-21 September 2025**

Appendix 5
The Waterbeach s.106 Agreement

DATED 25 September 2019

SECRETARY OF STATE FOR DEFENCE (1)

and

SOUTH CAMBRIDGESHIRE DISTRICT (2)
COUNCIL

and

CAMBRIDGESHIRE COUNTY COUNCIL (3)

PLANNING OBLIGATION BY DEED OF
AGREEMENT UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING
ACT 1990

Relating to land at Waterbeach Barracks
and Airfield Site, Waterbeach,
Cambridgeshire

MILLS & REEVE

Contents

1	Definitions	1
2	Construction of this Deed	67
3	Legal basis	68
4	Effect of this Deed	69
5	The Owner's covenants.....	71
6	The District Council's covenants.....	71
7	The County Council's covenants	71
8	Protection for Chargees.....	71
9	Release	72
10	Verification and enforcement.....	72
11	Dispute provisions	72
12	Miscellaneous.....	73
13	Waiver	75
14	Mortgagee in possession.....	75
15	Indexation.....	75
16	Interest	76
17	VAT	76
18	Jurisdiction	76
19	Community Infrastructure Levy	76
20	Information Covenant	77
21	Completion of Monitoring.....	77
22	Notice of Release	78
23	Application of the Contracts (Rights of Third Parties) Act 1999.....	78
24	Delivery	79
	Schedule 1.....	81
	Part 1 – Site.....	81
	Part 2 – Development.....	82
	Part 3 - Plans and Drawings	83
	Part 4 – the draft Planning Permission.....	85

Schedule 2.....	87
Education	87
Part 1 – Schools	87
Part 2 – Early Years	94
Schedule 3.....	96
Affordable Housing	96
Part 1 – Affordable Housing Delivery – Key Phase 1	96
Part 2 – Affordable Housing Delivery – Further Key Phases	98
Part 3 – Affordable Housing Delivery – Residential Reserved Matters Areas.....	101
Part 4 – Affordable Housing Tenure	103
Schedule 4.....	104
Open Space	104
Part 1 – Strategic Open Space	104
Part 2 – Obligations relating to Strategic Open Space and Open Space – Certification Procedure, Provision and Management	105
Schedule 5.....	107
Community Facilities	107
Part 1 – Community Buildings	107
Part 2 – Health Facilities.....	110
Part 3 –Sports Facilities.....	112
Schedule 6.....	115
Transportation	115
Part 1 – Transport mitigation (Early Transport Measures/Early Transport Contributions/ Transport Enhancement Measures)	115
Part 2 – Links	123
Part 3 - Travel Plan.....	126
Part 4– Transport Strategy Review Group (TSRG).....	128
Part 5 – Transport Contributions.....	129
Schedule 7	131
Local Enterprise and Community Development.....	131
Schedule 8.....	133
Waste Management	133
Schedule 9.....	134
Monitoring and the Progress and Delivery Group (PDG)	134
Schedule 10.....	135
Self/Custom Build Housing	135
Schedule 11.....	136
Part 1- District Council's Covenants	136
Part 2 – County Council's Covenants	139
Annex A – Definition of Provide.....	143
Annex B – Education.....	147
Part 1 - School Site Identification Programme	147
Part 2 - School Site Call Notice Programme	148
Part 3 – Form of School Site Call Notice.....	149

Part 4 – School Payments Programme.....	150
Part 5 – Education Evidence Review Process (EER).....	153
Part 6 – School Site Specification.....	159
Part 7 – Draft School Site Transfer Terms.....	166
Part 8 – Form of Bond.....	174
Annex C – Reviews Process.....	182
Annex D – Communities/Management.....	192
Part 1 – Management Principles applicable where the Owner retains responsibility for management/maintenance.....	192
Part 2 – Management Principles applicable where the Owner does not intend to retain responsibility for management/maintenance.....	194
Part 3 – Certification Procedure.....	197
Part 4 – Community Building Outline Parameters.....	199
Part 5 – Library Arrangements.....	200
Annex E – Transport.....	202
Part 1 – The Table A Protocol.....	202
Part 2 – Early Transport Measures/Early Transport Contributions.....	204
Part 3 – Early Transport Measure Technical Drawings.....	207
Part 4 – Transport Enhancement Fund Protocol.....	210
Part 5 – Bus Service B and C Terms.....	211
Part 6 – Transport Monitoring Protocol.....	212
Annex F.....	216
Part 1 – Links Protocol.....	216
Part 2 – Link Road Arrangements.....	228
Annex G.....	230
Part 1 – Community Development Worker Job Description.....	230
Part 2 – Community Fund Guaranteed Contribution Payments Programme.....	232
Part 3 – Community Fund Balance Protocol.....	232
Annex H.....	234
Monitoring Scheme.....	234
Annex I.....	236
Part 1 – Progress and Delivery Group (PDG).....	236
Part 2 – Transport Strategy Review Group (TSRG).....	240
Part 3 – Education Review Group (ERG).....	244
Annex J – Indexation.....	250
Annex K.....	256
Notice of Release.....	256
Annex L – The 2017 Agreement.....	258
Annex M – Purposes for Contributions.....	260

THIS DEED is made on 25 September

2019 BETWEEN:

- (1) **SECRETARY OF STATE FOR DEFENCE** of Whitehall, London, SW1A 2HB ("Owner")
- (2) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("District Council")
- (3) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, Cambridge, CB3 0AP ("County Council")

(together the "**Parties**")

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority and the local authority for statutory age education and pre statutory age education and childcare for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site subject to the matters referred to on the register at the Land Registry in relation to in the relevant titles.
- (D) The Application has been submitted to the District Council and the Parties have agreed to enter into this Deed in order to secure the planning Obligations contained in this Deed.
- (E) The District Council resolved on 13 May 2019 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES as follows:

1 Definitions

- 1.1 Unless the context otherwise requires, the following terms have the following meanings:

"2017 Agreement"	the s.106 agreement entered into by the Parties on 24 March 2017 and annexed hereto at Annex L;
"A10 Bridge"	a bridge across the A10 for non-motorised users to provide connection between the southern end of the Site towards Landbeach crossing the A10 in a location and to a design conforming to Drawing A;
"A10 Capacity Enhancements South of Butt Lane and Milton Park and Ride"	works to widen the southbound single lane south of Butt Lane to facilitate increased A10 capacity southbound in conformity with Drawing F;
"A10/Denny End Road Works"	works of junction widening of Denny End Road at its junction with the A10 with Denny End Road to provide greater vehicular capacity at the junction on

	both Denny End Road and the A10 in conformity with Drawing H;
“A10 Flare Works”	works to increase the capacity of the A10 at its southbound junction with the Milton Interchange including but not limited to the construction of an extension to the southbound flare in conformity with Drawing G;
“A10 Signalisation Works A”	the provision of traffic signals at the junction of the A10 with Humphries Road and Landbeach Road to manage demand and to ensure discharge of traffic onto the A10 in conformity with Drawing D;
“A10 Signalisation Works B”	a review of the signal timings at the junction of Butt Lane and Milton Park and Ride with the A10;
“Achieved IRR”	the IRR of the Development calculated at Step 1 in a Review using a Project Appraisal;
“Accepted Link Road Call Notice”	as defined in paragraph 4 of the Link Road Arrangements;
“Act”	the Town and County Planning Act 1990;
“Actual Child Yield”	as defined in paragraph 4.1.3 in Part 5 of Annex B;
“Additional Marketing Period”	has the meaning given in Obligation 20;
“Additional Mitigation Measures”	any transport measures within a Transport Assessment approved by the County Council (or Determined) but not being strategic measures;
“Additional Primary FE”	a further phase of either the Second Primary School or of the Third Primary School (or both) to provide increased capacity through the addition of a further FE on the relevant School Site Expansion Land at the relevant Primary School (the baseline being 9 Primary School FEs across the Development);
“Additional Primary FE Condition”	that the child yield from the Development is agreed or Determined to be such that up to 2 Additional Primary FE (or part thereof) are necessary to meet the needs of the Development assessed in accordance with the EER;
“Additional S106 Agreement”	an additional agreement that may be entered into pursuant to section 106 of the Act between the Owner and the County Council to be supplemental to this Deed and to relate to and bind the extent of land comprised within a Further Key Phase (or as agreed) where Approval of the Transport Assessment or Approval of a Transport Technical Note involves the identification and securing of transport mitigation (including but not limited to Additional Mitigation Measures) specific to enabling the relevant Approval and the Owner and the

	County Council agree that entering into of such an additional agreement is necessary in the circumstances;
“Additional Secondary Condition A”	as defined in the definition of “Additional Secondary School Condition” and in the same way in the definition of “Secondary School Expansion Condition”;
“Additional Secondary School”	a secondary school to be delivered on the Adjacent Land;
“Additional Secondary School Condition”	that both: <ul style="list-style-type: none"> (a) the child yield from the Development is determined to be such that additional secondary school capacity is necessary to meet the needs of the Development (including as to the extent of any such necessary additional capacity) to be agreed or Determined in accordance with the EER (the baseline being 8 Secondary School FEs to serve the Development) (“Additional Secondary Condition A”); and (b) an Additional Secondary School is the County Council’s preferred means of providing the said additional capacity to be confirmed by the County Council pursuant to the EER or Determined including in relation to the financial contribution to the same due from the Owner;
“Additional Strategic Transport Contribution”	a sum equivalent to any Transport Enhancement Fund Balance to be paid in instalments to be agreed with the County Council following the completion of the Review for the final Key Phase or the Reconciliation Review (as the case may be);
“Adequate Security”	if reasonably required by the County Council by service of a valid Security Notice and for the benefit of the County Council in relation to a Secured School Payment a Bond or some other form of security agreed with the County Council at the time;
“Adjacent Land”	the land shown edged red on the Adjacent Land Plan or such other land as may benefit from the Adjacent Land Permission;
“Adjacent Land Agreement”	an agreement under Section 106 of the Act to be made between the Adjacent Landowner, the District Council and the County Council (and any other person required to be or being a party to such agreement in connection with the Adjacent Land Development) for the purposes of regulating the Adjacent Land Development;

“Adjacent Land Application”	the application submitted to the District Council for the Adjacent Land Development and allocated reference number S/2075/18/OL;
“Adjacent Land Development”	development of the Adjacent Land for large scale residential led development as permitted by the Adjacent Land Permission;
“Adjacent Land Library Contribution”	a proportionate contribution by the Adjacent Landowner towards the costs incurred by the Owner in constructing the Hub Library and the costs incurred by either the Owner or the County Council in fitting out the Hub Library (as the case may be) being as at the date hereof expected to be the sum of £1,091,250 (one million ninety one thousand two hundred and fifty pounds) and to be paid by the Adjacent Landowner to the County Council in the first instance according to the terms of the Adjacent Land Agreement and then paid to be paid to the Owner by the County Council (whether in full or in part);
“Adjacent Land Link Road”	that part of the Link Road to be delivered on the Adjacent Land (known as the Owner 2 Link Road for the purposes of the Links Protocol) and being a road constructed to adoptable standard commencing at a point on the boundary of the Site with the Adjacent Land consistent with the MOD Link Road and ending at and so as to provide vehicular access to the relocated Waterbeach station (or as the case may be the Alternative Strategic Transport Intervention – or both in the event both are to be or may be provided) to include associated service corridors contained within the reserved matters approval(s) for the same;
“Adjacent Land Permission”	the planning permission for the Adjacent Land Development to be granted (subject to determination by the District Council of the Adjacent Land Application) and any amendment to the Adjacent Land Permission by way of Section 96A of the Act or any subsequent planning permission issued pursuant to Section 73 of the Act or any substantially similar planning permission for development of the Adjacent Land or part thereof (regardless of the number of dwellings included in the same) and including any reserved matters and other approvals pursuant thereto;
“Adjacent Land Plan”	the plan so marked and appended hereto in Part 3 of Schedule 1;
“Adjacent Land SEND Contribution”	the Adjacent Landowner's fair and proportionate contribution towards the delivery by the County Council of the SEND Facility being as at the date

	hereof expected to be the sum of £4,837,282 (four million eight hundred and thirty seven thousand two hundred and eighty two pounds);
“Adjacent Landowner”	the freehold owner of all of the Adjacent Land (save for any part which may be owned by Network Rail or any other railway land) and any successors in title or persons deriving title to the same (or part if relevant) from such person;
“Affordable Housing”	housing which meets an identified housing need in the District Council's administrative area and which is agreed in writing by the District Council and is defined as affordable housing by National Policy subject to such criteria (including as to eligibility, discount, future affordability and recycling or refund of subsidy or grant funding) as may be set out for the relevant tenure in National Policy;
“Affordable Housing Default Dwelling Mix”	for a Further Key Phase such mix of Affordable Housing Dwellings (in terms of number of bedrooms, number of intended occupiers and property type) as shall at the time of definition of the relevant Further Key Phase (or as otherwise provided for in Annex C) be advised by the District Council as its preferred mix for the Affordable Housing Dwellings on that Further Key Phase having regard to the District Council's housing needs at the time (subject to any agreement or Determination otherwise in accordance with Annex C) but subject to such other mix as the Owner may propose and the District Council may agree as part of a Review;
“Affordable Housing Dwellings”	Dwellings to be provided as Affordable Housing in accordance with Schedule 3;
“Affordable Rent”	a rent not exceeding 80% of local market rent (including service charges where applicable) or as otherwise defined in National Policy at the relevant time;
“Affordable Rented Dwelling”	<p>Affordable Housing which meets all of the following conditions:</p> <ul style="list-style-type: none"> (a) the rent is set in accordance with the Government's rent policy for: <ul style="list-style-type: none"> (i) Social Rent; or (ii) Affordable Rent, or (iii) is at least 20% (twenty per cent) below local market rents (including service charges where applicable) and not exceeding the Local Housing Allowance level for the area;

- (b) the landlord is either a Registered Provider, except where it is included as part of a Build to Rent scheme (in which case the landlord need not be a Registered Provider but is expected to be the normal form of affordable housing provision and in this context is known as **Affordable Private Rent**), or is a community led group such as a charitable trust or community land trust and is approved by the District Council in relation to its allocations and management arrangements; and
- (c) it includes provisions to remain at an affordable price for future eligible households, or for the subsidy to be recycled for alternative affordable housing provision;

“Agreed Development Quantum”

- (a) in relation to Key Phase 1 a Residential Reserved Matters Area within Key Phase 1 is to be regarded as being within the Agreed Development Quantum for Key Phase 1 only if on the date and at the time of the Reserved Matters Approval for the same fewer than 1001 Dwellings have been included within Residential Reserved Matters Approvals within Key Phase 1 (including the same for the relevant Residential Reserved Matters Area); and
- (b) in relation to a Further Key Phase a Residential Reserved Matters Area within the relevant Further Key Phase is to be regarded as being within the Agreed Development Quantum for that Further Key Phase only if on the date and at the time of the Reserved Matters Approval for the same fewer than the number of Dwellings stated as the Agreed Development Quantum for that Further Key Phase within the Approved Transport Assessment for the same have been included within Residential Reserved Matters Approvals within that Further Key Phase (including the same for the relevant Residential Reserved Matters Area)

PROVIDED THAT any quantum of Dwellings included in more than one Reserved Matters Area shall not be counted more than once;

“Alternative Funding”

funding (whether Grant Funding B or whether from other sources) other than from the Owner available or potentially available for or towards the provision of any School, Additional Primary FE, Secondary

	School Expansion or Post 16 Facility as the case may be;
“Alternative Strategic Transport Intervention”	a transport solution which is located on the Adjacent Land and which is provided as an alternative to the currently proposed relocated Waterbeach station and capable of securing a modal shift away from single occupancy car based modes of transport;
“AM Budget”	the total external outbound (southbound) vehicle trips generated by the Development in the AM Peak Hour (which is stated in the Transport Monitoring Protocol and applies to the Development) and which in relation to a Transport Assessment shall be reviewed and may be increased (or may stay the same but shall not be decreased) as appropriate to the circumstances at the time of Approval of the relevant Transport Assessment;
“AM Peak Hour”	the hour between 7:00am – 8:00am established through the transport assessment dated May 2018 / Addendum of October 2018 which in relation to a Further Key Phase may be reviewed and/or varied as appropriate to the circumstances at the time of approval of the relevant Transport Assessment;
“Application”	the application for outline planning permission submitted to the District Council for the Development and allocated reference number S/0559/17/OL;
“Appropriate Arrangements”	has the meaning given in the Links Protocol
“Approval”	approval in writing or by email by the District Council or the County Council as the case may be such approval not to be unreasonably withheld or delayed but subject to all information reasonably necessary for such approval to have been provided or Determination and “Approve/Approved” shall be construed accordingly;
“Approved Development Mix”	the dwelling mix (including house size, type and tenure) for that part of the Development that shall have received Reserved Matters Approval (but excluding any Specialist Housing) at the time of the Secondary EER Point or as the case may be the relevant Primary EER Point;
“Artificial Grass Pitch”	a flood-lit artificial grass playing pitch constructed to Sport England Standards (which for the avoidance of doubt is to be Provided in addition to any artificial grass pitch which may be provided on a School Site);
“Assumed Key Phase 1 Quantum”	the approval within Residential Reserved Matters Areas of no more than 1600 Dwellings and whether

	or not a Residential Reserved Matters Area shall be within the Assumed Key Phase 1 Quantum shall be determined by the order in which Residential Reserved Matters Areas are approved PROVIDED THAT any quantum of Dwellings included in more than one Reserved Matters Area shall not be counted more than once;
“ATC Equipment”	automatic traffic counters in the form of radar devices or pneumatic tubing (or such other device) for the purpose of collecting traffic data;
“ATC Equipment Contribution”	the sum of £42,000 (forty two thousand pounds) for the installation of ATC Equipment to enable the County Council to monitor traffic flows on the Site and in the surrounding highway network in accordance with a scheme to be approved under Obligation 59;
“ATC Maintenance Contribution”	the sum of £175,000 (one hundred and seventy five thousand pounds) for the purposes of maintaining the ATC Equipment to be paid in instalments according to the ATC Maintenance Contribution Programme;
“ATC Maintenance Contribution Programme”	<p>a programme for the payment by the Owner of the ATC Maintenance Contribution in 5 instalments each of £35,000 (thirty five thousand pounds) as follows:</p> <ul style="list-style-type: none"> (a) the first such instalment no later than Commencement; (b) the second such instalment no later than the fifth anniversary of Commencement; (c) the third such instalment no later than the tenth anniversary of Commencement; (d) the fourth such instalment no later than the fifteenth anniversary of Commencement; and (e) the fifth and final such instalment no later than the twentieth anniversary of Commencement;
“Barracks Area”	the area shown edged in black on the Site Plan;
“Baseline Provision”	as defined in Part 5 of Annex B;
“Beneficial Occupier”	a person deriving title to an Exempt Unit from the Owner in order to Occupy the Exempt Unit or to allow Occupation of the Exempt Unit by one or more tenants or licensees or in the case of a Self/Custom Build Plot in order to construct one or more Dwellings on that Self/Custom Build Plot;

“BCIS”	the Royal Institution of Chartered Surveyors Building Cost Information Service All In Tender Price Index (or in the event BCIS is not available such successor thereof or alternative thereto as may be agreed between the Owner the District Council and the County Council as an appropriate substitute);
“Bond”	a form of bond substantially in the form appended at Part 8 of Annex B (or such other form as may be agreed between the Owner and the County Council) and to contain a provision whereby the Bond is released on full payment of the relevant Secured School Payment and reduced accordingly and proportionally on partial payment of the relevant Secured School Payment;
“Bus Priority Contribution”	the sum of £10,000 (ten thousand pounds) for the purposes of providing a bus detection facility at the signals to improve detection of buses leaving the Milton Park and Ride site;
“Bus Service A”	an extension of the Milton Park and Ride bus service or such other service (which may be by way of a new service) to link the Site and Cambridge utilising access provided in accordance with Condition 27 commencing from the Occupation of 150 Dwellings and with a frequency and route in accordance with material to be approved pursuant to Condition 10 c) to incentivise extraction of trips from the A10 through free parking on the Site and subsidised bus travel the said service using Landbeach as necessary so as to avoid congestion on the A10;
“Bus Service A Contribution	the sum of £1,595,717 (one million five hundred and ninety five thousand seven hundred and seventeen pounds);
“Bus Service B”	a new bus service operating on Working Days to be provided from the Occupation of 150 Dwellings until the Occupation of 1600 Dwellings and operating between the Cambridge Research Park, the Site and the existing Waterbeach station with this service timed to coincide as far as is reasonably practicable with the timetable for trains stopping at the existing Waterbeach station this service being routed through the Site via the Barracks Area to the A10 and not being required to operate before 7am or after 7pm;
“Bus Service B and C Terms”	as set out in Part 5 of Annex E;
“Bus Service C”	a new service operating within the Site to be provided from the Occupation of 150 Dwellings until

	the Occupation of 1600 Dwellings utilising the same vehicle as Bus Service B during hours to be determined through reviews of the Framework Travel Plan but only at times when the said bus is not required for Bus Service B;
“Cambridge Northern Fringe”	that area on the north east edge of Cambridge and so known;
“CCC Obligations”	Obligations 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 39, 40 & 41 (save that Obligations 40 & 41 are only enforceable by the County Council in respect of a Community Building that contains either the Hub Library or the Interim Library), 43, 54, 55, 56 (save in relation to Waterbeach Station Contribution A and Waterbeach Station Contribution B in which context Obligation 56 is enforceable by the District Council), 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72 (save that Obligation 72 is only enforceable by the County Council in relation to paragraph 4 of the Links Protocol insofar as it relates to the provision of relevant information by the Owner to the County Council) 76, 77, 78, 79, 80, 81, 82, 83, 86 (it being acknowledged that Obligation 86 is also enforceable by the District Council), 87, and 88 being the Obligations enforceable by the County Council;
“Certification Procedure”	as set out in Part 3 of Annex D;
“Chargee”	a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator);
“Child Yield”	the estimated number of children of relevant age generated by the Development agreed or Determined in accordance with the EER;
“Cluster”	<ul style="list-style-type: none"> (a) in relation to flats no more than 12 Affordable Housing Dwellings per stairwell (but with Affordable Rented Dwellings not being combined with any other tenure type in a single stairwell); and (b) in relation to houses no more than 25 Affordable Housing Dwellings within any one Cluster and within each Cluster there shall be a mix of Affordable Housing tenures and no Cluster to be immediately adjacent or in close proximity to another Cluster

unless otherwise agreed with the District Council and **“Clustering”** shall be construed accordingly;

“Commencement of Development”

the first date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site or part thereof as the context requires other than (for the purposes of this Deed and for no other purpose):

- (a) works of demolition and consequential works;
- (b) works to stabilise and support existing buildings and structures;
- (c) surveying, environmental and hazardous substance testing and sampling (including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling), soil tests, and trial holes to determine location of utilities and drainage;
- (d) remediation works;
- (e) site clearance;
- (f) archaeological investigations;
- (g) ecological survey and mitigation works;
- (h) erection of fencing or hoardings including site notices;
- (i) erection of security measures and/or lighting;
- (j) erection of temporary buildings, structures or compounds directly linked to anticipated construction;
- (k) construction of temporary access and or highway works to enable the carrying out of development;
- (l) laying, removal or diversion of Services;
- (m) necessary health, safety and welfare works identified to clear the Site in readiness for permanent works; and
- (n) pegging out

and **“Commence”** and **“Commencement”** shall be construed accordingly;

“Commercial Agreement”

has the meaning given in the defined term “Appropriate Arrangements” in the Links Protocol;

“Commercial Floorspace”	<p>floorspace within a building for the following Use Classes: B1, B2 and B8;</p>
“Community Building”	<p>as the context requires any or all of the following:</p> <ul style="list-style-type: none"> (a) Community Building 1 being the first Community Building to be Provided; (b) Community Building 2 being the second Community Building to be Provided; (c) Community Building 3 being the third Community Building to be Provided; and (d) Community Building 4 being the fourth Community Building to be Provided <p>and “Community Buildings” shall be construed accordingly;</p>
“Community Building Contract Date”	<p>in relation to each Community Building the date on which the price for the contract for the construction of the relevant Community Building is agreed and fixed in contract;</p>
“Community Building Cost Cap”	<p>unless otherwise agreed between the Owner and the District Council in accordance with the Community Building/Sports Pavilion Protocol in relation to the cost of Provision of all of the Community Buildings and all the Sports Pavilions the total cost to the Owner of such Provision and being a maximum sum (for the Provision of all of the Community Buildings and Sports Pavilions taken together) of £5,668,050 (five million six hundred and sixty eight thousand and fifty pounds) or as may be increased in accordance with limb (a) of the definition on “Community Building/Sports Pavilion Protocol” inclusive of £1,983,050 (one million nine hundred and eighty three thousand and fifty pounds) to be allocated and reserved for the provision of the Hub Library;</p>
“Community Building Delivery Timetable”	<p>a timetable for the delivery of the Community Buildings so that the same shall be Provided in accordance with the relevant delivery plan approved under Condition 10 (for Key Phase 1) or 11 (for Further Key Phases) but in any event which shall be Provided by the following Trigger Events:</p> <ul style="list-style-type: none"> (a) Community Building 1 no later than Occupation of 100 Dwellings; (b) Community Building 2 no later than Occupation of 1850 Dwellings;

	<ul style="list-style-type: none"> (c) Community Building 3 no later than Occupation of 4000 Dwellings; and (d) Community Building 4 no later than Occupation of 5200 Dwellings;
“Community Building Management Plan”	<p>in relation to each Community Building and Sports Pavilion arrangements for the permanent management and maintenance of that Community Building which shall accord with the Management Principles and where relevant shall contain the Library Arrangements (based on the principles for the same agreed between the Owner and the County Council in consultation with the District Council) and which shall further include (where relevant) arrangements for the handover of facilities within that Community Building or Sports Pavilion (including phased handover where relevant) to a Third Party, operating arrangements, public access arrangements including any reasonable charges to be put in place regarding public access to and use of that Community Building or Sports Pavilion;</p>
“Community Building Outline Parameters”	<p>as set out in Part 4 of Annex D;</p>
“Community Building Specification”	<p>the specification for a Community Building approved as part of the relevant Reserved Matters Approval which shall comply with the Community Building Outline Parameters together with a breakdown of the anticipated cost for its construction subject to the Community Building Cost Cap;</p>
“Community Building/Sports Pavilion Protocol”	<p>in relation to each Community Building and each Sports Pavilion a process of discussion between the Owner and the District Council and in respect of the Community Building that shall contain the Hub Library discussion between the Owner the District Council and the County Council by which the following matters are agreed from time to time:</p> <ul style="list-style-type: none"> (a) the cost of Provision (plus any abnormal costs which the Owner and the District Council may agree or may be Determined) and the balance remaining within the Community Building Cost Cap and ensuring that the sum allocated for the Hub Library is retained for the same unless otherwise agreed or Determined in an Library Review; and (b) which of Community Building 2 and Community Building 3 is to contain space for use as a two court sports hall with associated facilities;

“Community Development Worker”	a person employed for the purpose and duties set out in Part 1 of Annex G;
“Community Development Worker Protocol”	<p>a process of discussion between the Owner, the District Council and the County Council in relation to the recruitment and selection of the Community Development Worker to include:</p> <ul style="list-style-type: none"> (a) involving the District Council and County Council with the review of application forms; (b) permitting the District Council and the County Council to attend any interviews if so requested by the County Council; and (c) taking proper account of all reasonable suggestions and/or recommendation made by the District Council and/or County Council in relation to the Owner’s employment of the Community Development Worker;
“Community Fund”	a sum of up to £1,870,757 (one million eight hundred and seventy thousand seven hundred and fifty seven pounds) comprised of the Community Fund Balance and the Community Fund Guaranteed Contribution towards community interventions within the Development by the County Council with a particular emphasis on safeguarding and enhancing the wellbeing of vulnerable residents within the Development;
“Community Fund Balance”	a sum of up to £1,514,875 (one million five hundred and fourteen thousand eight hundred and seventy five pounds) to be retained in the first instance by the Owner but that may be called upon in phases by the County Council in accordance with the Community Fund Balance Protocol;
“Community Fund Balance Demand”	a written demand from the County Council for a sum by way of funding from the Community Fund Balance such demand not being capable of being validly made unless the Community Fund Balance Protocol has been followed;
“Community Fund Balance Period”	as defined in Part 3 of Annex G;
“Community Fund Balance Protocol”	the process by which the County Council may call for funds from the Community Fund Balance set out in Part 3 of Annex G to this Deed;
“Community Fund Guaranteed Contribution”	the sum of £355,882 (three hundred and fifty five thousand eight hundred and eighty two pounds) for the purpose of community interventions within the Development by the County Council for the purposes of the Community Fund comprised of the following sums:

	(a) £46,484 ("Phase 1 Initial Sum");
	(b) £154,334 ("Phase 1 Interim Sum");
	(c) £155,064 ("Phase 1 Final Sum");
"Community Fund Guaranteed Contribution Payments Programme"	the programme of payments for the Community Fund Guaranteed Contribution as set out in Part 2 of Annex G;
"Community Room"	the building in the Barracks Area and referred to in the 2017 Agreement;
"Condition"	a condition contained within the Planning Permission;
"Costs Payment"	a payment which represents a proportionate contribution by the Owner to the Adjacent Landowner's development costs in connection with the grant(s) of relevant rights;
"Costs Receipt"	a receipt which represents a proportionate contribution by the Adjacent Landowner to the Owner's development costs in connection with the grant(s) of relevant rights;
"Council's Excess"	has the meaning given in paragraph 4.11.1 of Annex C;
"Council's Surveyor Contribution Demand"	has the meaning given in paragraph 1.7 of the Links Protocol;
"CPI"	the Consumer Price Index (or in the event CPI is not available such successor thereof or alternative thereto as may be agreed between the Owner the District Council and the County Council as an appropriate substitute);
"Current Data"	data relevant to the matters to which the EER is directed available to the County Council and shared with the Owner and the District Council (in accordance with the EER) which provides information to identify the number of children residing on the Development or within a school catchment in the vicinity of the Development and also those attending a school or schools within the catchment in the vicinity of the Development and such sources may include (but are not limited to) any School Monitoring Information provided to the County Council by the ERG, NHS data, admissions data on the applications for primary school places and secondary school places within the catchment in the vicinity of the Development and Pupil Level Annual School Census Data (PLASC) and further including current information provided by the Owner on development trajectories and forecasts including

“Deed of Covenant”

in relation to tenures and types of development intended for the rest of the Site;

in relation to each Discounted Market Sale Dwelling a Deed of Covenant to be entered into at the first point of sale of that Discounted Market Sale Dwelling to ensure that the discount below OMV is preserved on all future sales and as a minimum such deed of covenant shall include the following provisions:

- (a) for each subsequent sale the process for establishing the OMV by an independent surveyor;
- (b) the mechanism by which the discount below OMV at the first point of sale shall continue to be preserved on future re-sales; and
- (c) an obligation on the vendor to comply with the District Council's nomination procedure as set out in the relevant Approved Key Phase Affordable Housing Delivery Plan to provide first priority on re-sale to Eligible Persons before such Discounted Market Sale Dwelling is marketed on the open market;

“Default Tenure Mix”

a tenure mix for the Affordable Housing within a Key Phase of:

30% Affordable Rented Dwellings;

30% Shared Ownership Dwellings;

20% Rent to Buy Dwellings; and

20% Discounted Market Sale Dwellings

or as shall otherwise be agreed in writing between the Owner and the District Council (or Determined) through the Review Process PROVIDED THAT for Key Phase 1 (subject to the Owner providing appropriate evidence to enable the District Council to be reasonably satisfied that the value of the tenure(s) being derived from the Default Tenure Mix is not reaching 64% of OMV) the Default Tenure Mix for Key Phase 1 shall be changed to substitute Shared Ownership Dwellings for (at the election of the Owner) any or all of the Rent to Buy and/or Discounted Market Sale Dwellings in Key Phase 1 or otherwise as may be agreed or Determined in order that 64% of OMV can be achieved in relation to the Affordable Housing across Key Phase 1;

“Defects Liability Period”

in relation to any School (or the Post 16 Facility as the case may be) the defects liability period (or however alternatively defined) in the construction

	contract entered into by the County Council for the construction of that School (or the Post 16 Facility as the case may be);
“Design Code”	in relation to each Key Phase the design code required to be submitted to and approved by the District Council under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases);
“Detailed Multiplier”	the County Council’s appropriate detailed multiplier figures for assessing child yield applicable at the date of the relevant EER approved in accordance with the relevant policy approved pursuant to the County Council’s constitution;
“Determined”	agreed between the Owner and the relevant enforcing authority (being the District Council or the County Council as the case may be) or as determined under clause 11 or as the case may be under the Links Protocol and “Determination” shall be construed accordingly;
“Development”	the development as permitted by the Planning Permission for the development described in Part 2 of Schedule 1;
“Development Balance”	that part of the Development that shall not have received Reserved Matters Approval at the time of the Secondary EER Point or as the case may be the relevant Primary EER Point but not to include any Dwellings included within the Approved Development Mix or any Specialist Housing;
“Discounted Market Sale Dwelling”	a Dwelling purchased from time to time at a discount of at least 20% below the OMV of the relevant Dwelling by an Eligible Person and with provision in place to ensure the Dwelling remains at a discount for future Eligible Persons and unless otherwise agreed between the Owner and the District Council (or Determined) this form of discount provision shall be contained in a Deed of Covenant between the relevant vendor and purchaser with an appropriate restriction on the title of the relevant Dwelling the details and form of which shall be in accordance with the relevant Approved Key Phase Affordable Housing Delivery Plan and relevant Residential Reserved Matters Area Affordable Housing Scheme;
“Drawing”	any of Drawings A – K (inclusive) as the context requires and containing details of the scheme of work relating to the relevant Early Transport Measure as relevant to paragraph 6 of the Table A Protocol;

“Drawing A”

drawing number 30509/5521/124/P5 identifying the A10 Bridge and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;

“Drawing B”

the following drawing numbers:

- (a) 30509/5521/120/REV P6;
- (b) 30509/5521/121/REV P5;
- (c) 30509/5521/122/REV P6;
- (d) 30509/5521/123/REV P5;
- (e) 30509/5521/124/REV P5; and
- (f) 30509/5521/125/REV P6;

identifying the Mere Way Cycle Route and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;

“Drawing C”

the following drawing numbers:

- (a) 30509/5513/002/REV B;
- (b) 30509/5513/005/REV C;
- (c) 30509/5513/006/REV B;
- (d) 30509/5513/007/REV C;
- (e) 30509/5513/008/REV B;
- (f) 30509/5513/009/REV B;
- (g) 30509/5513/010/REV D;
- (h) 30509/5513/011/REV C; and
- (i) 30509/5513/012/REV C

identifying the Milton Way Cycle Improvements and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;

“Drawing D”

drawing number 30509/001/036/REV G identifying A10 Signalisation Works A and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;

“Drawing E”

drawing numbers 30509/2003/SK19/P2 and 30509/2003/Sk20/P1 identifying the Stretham Roundabout Works and appended hereto at Part 3

	of Annex E or such other drawing as may be approved by the County Council or Determined;
“Drawing F”	drawing number 30509/M/001/017A/P2 identifying the A10 Capacity Enhancements South of Butt Lane and Milton Park and Ride and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;
“Drawing G”	drawing number 30509/5513/014 identifying the A10 Flare Works and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;
“Drawing H”	drawing number 30509/2003/SK24/P1 identifying the A10/Denny End Road Works and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;
“Drawing J”	the document titled Landbeach Bus Stop Improvements Location Plan identifying the approximate location of the Existing Bus Stop Improvements appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;
“Drawing K”	drawing number 30509/2003/SK13/P3 identifying the Toucan Crossing and appended hereto at Part 3 of Annex E or such other drawing as may be approved by the County Council or Determined;
“Due Date”	as relevant to the context the date or Trigger on which a given financial contribution is due to be paid in accordance with the terms of this Deed;
“Dwelling”	any self-contained dwelling (whether an Affordable Housing Dwelling or a Market Dwelling and including a house maisonette or flat) permitted by the Planning Permission;
“Dwelling Excess”	for the purposes of the definitions of “Instalment” and “Mitigated Portion” any number of Dwellings in the relevant Residential Reserved Matters Area which gives rise to the exceedance of 1600 Dwellings as provided for in the definition of “Mitigated Portion”;
“Early Delivery Plan”	the drawing numbered 1330GA 010003 02 and appended hereto in Part 3 of Schedule 1 or any substitute agreed by the District Council pursuant to Condition 10;
“Early Stage Community Space”	the existing space made available on the Barracks Area being the Sports Hall, the Museum Building and the Community Room and to include provision

	within the Rifle Range Building for a toddler group or similar (unless otherwise agreed);
“Early Transport Contributions”	<p>together the following (or as the context requires each or any of the same):</p> <ul style="list-style-type: none"> (a) ATC Equipment Contribution (b) ATC Maintenance Contribution; (c) Bus Priority Contribution; (d) Bus Service A Contribution; (e) Existing Bus Services Contribution; (f) Existing Bus Stops Contribution; (g) On–Site Bus Shelter Contribution; (h) Parking Consultation Contribution; (i) Waterbeach Station Contribution A; (j) Waterbeach Station Contribution B; and (k) each of the contributions listed in the fourth column of Table A in Part 2 of Annex E in circumstances provided for in the Table A Protocol <p>PROVIDED THAT items (d), (g), (h), (i) and (j) above are subject to matters set out in the fourth column of Table B;</p>
“Early Transport Measures”	<p>together the following (or as the context requires each or any of the same):</p> <ul style="list-style-type: none"> (a) A10 Bridge; (b) A10 Capacity Enhancements between Butt Lane and Milton Park and Ride; (c) A10/Denny End Road Works (d) A10 Flare Works; (e) A10 Signalisation Works A; (f) A10 Signalisation Works B; (g) Environmental Improvements in Local Villages; (h) Existing Bus Stops Improvements; (i) Mere Way Cycle Route; (j) Milton Cycleway Improvements;

- (k) Stretham Roundabout Works;
- (l) Toucan Crossing; and
- (m) Waterbeach Station Improvements;

in all cases subject to the Table A Protocol;

“Early Years Facility/Opportunity”	in relation to a relevant Key Phase the opportunity to provide a facility or facilities for childcare teaching and learning for children up to the age of 5 years which opportunity is included within a delivery plan approved under Condition 11 and for the avoidance of doubt a facility may include a space in a Community Building or other building or a standalone building;
“Early Years Lease”	a lease on reasonable commercial terms and appropriate for an Early Years Facility either (as may be agreed between the Owner and the Early Years Provider) of land on terms which require the Early Years Provider to construct the Early Years Facility or of an Early Years Facility constructed or to be constructed by the Owner;
“Early Years Offer”	delivery unconditionally but open for 90 days to the relevant Early Years Provider of a single contract to grant and take an Early Years Lease of the relevant Early Years Facility executed as a deed by the freeholders or superior lessees of the whole of the relevant Early Years Facility which shall be delivered with the intention by the freeholder/superior lessee that the Early Years Provider may sign and date the said contract so that it becomes legally enforceable between the parties or such other arrangements as may be agreed with the County Council;
“Early Years Provider”	a person or organisation providing childcare teaching and learning facilities for children up to the age of 5 years;
“Education Acts”	the Education Act 1996 or the Education Act 2011 as relevant to the context;
“Education Evidence Review/EER”	the process set out in Part 5 of Annex B;
“Education Review Group/ERG”	a group to be established and to operate as provided for in Part 3 of Annex I;
“Eligible Person”	in relation to Discounted Market Sale Dwellings a person who meets the eligibility criteria agreed as part of the relevant Key Phase Affordable Housing Delivery Plan or such other person as the District Council may otherwise approve as may be relevant and appropriate at the time;

“Environmental Improvements in Local Villages”	such environmental measures and public realm improvements in the villages of Cottenham, Landbeach, Waterbeach, Horningsea and Milton to include improvements for and to make provision for pedestrians and cyclists and traffic management measures e.g. to deter rat running as are identified in the Environmental Improvements Scheme such measures to be such that they can be delivered at a cost not exceeding the Environmental Improvements Scheme Works Cost Cap in combination with the Environmental Improvements Scheme Design Cap (eight hundred and eighty six thousand pounds) inclusive of the costs of the design work;
“Environmental Improvements Scheme”	a scheme or schemes to be designed by the Owner (but in relation to which design work the Owner is not required to expend more than the Environmental Improvements Scheme Design Cap) for the Environmental Improvements in Local Villages and submitted to the County Council for Approval in consultation with relevant parish councils such scheme(s) to identify measures and a timetable for delivery and provide a cost for each item of work the total cost being no more than the Environmental Improvements Scheme Works Cost Cap plus any underspend against the Environmental Improvements Scheme Design Cap;
“Environmental Improvements Scheme Design Cap”	a maximum of £50,000 (fifty thousand pounds);
“Environmental Improvements Scheme Works Cost Cap”	a maximum of £836,000 (eight hundred and thirty six thousand pounds);
“Exceedance”	in relation to the Vehicle Budget (or as the context requires the AM Budget or the PM Budget) the exceedance of that Budget (or part thereof) by the number of vehicle trips created by the Development and the terms “Exceed” and “Exceeded” etc shall be construed accordingly;
“Exceptional Circumstances”	has the meaning given in paragraph 8.3 of Annex C;
“Excess”	has the meaning given in paragraph 4.10 of Annex C;
“Exempt Unit”	as the context requires any of: <ul style="list-style-type: none"> (a) a Dwelling; (b) a unit of Commercial Floorspace or retail/hotel/community/ school or other floorspace permitted by the Planning

	Permission(which may include floorspace ancillary thereto);
	(c) a unit in separate Occupation or use for purposes permitted by the Planning Permission; or
	(d) a Self/Custom Build Plot
	PROVIDED THAT shared use (for example of a School) for community purposes shall not prevent the unit being an Exempt Unit);
“Existing Bus Services Contribution”	the sum of £275,000 (two hundred and seventy five thousand pounds) for the purposes of improving bus services between Waterbeach village and the eastern side of Cambridge;
“Existing Bus Stops Contribution”	the sum of £26,500 (twenty six thousand five hundred pounds) for the purposes of improving existing bus stops in Landbeach and Green End in the vicinity of the junction of Waterbeach Road;
“Existing Bus Stops Improvements”	works for the installation of a bus stop shelter with hard standing at the existing or a relocated southbound bus stop in Landbeach and to enhance the northbound stop with improved road markings such existing bus stop locations shown on Drawing J;
“Event”	has the meaning given in clause 4.2.2;
“Fair Cost Principle”	as defined in Part 3 of Annex I;
“FE”	a form of entry being either primary or secondary depending on the context;
“FE Methodology”	as set out in paragraph 4 of Part 5 of Annex B;
“FE Outcome”	as defined in paragraph 4.1.6 of Part 5 of Annex B;
“Final Certificate”	has the meaning given in the Certification Procedure;
“Final Key Phase 1 Quantum”	the number of Dwellings approved within Key Phase 1 following approval of all Residential Reserved Matters Areas within Key Phase 1;
“First Occupation”	the Occupation of the first Dwelling to be Occupied or if earlier the Occupation of the first building (other than a Dwelling) constructed pursuant to the Planning Permission to be Occupied;
“First Primary School”	the Primary School which is the first such School in time to be Identified and which is to be provided in one phase having 3 FE including provision for 78 full time early years places;

“First Primary School Site”	the site Identified for the First Primary School and being a Serviced site of not less than 3 hectares;
“Framework Travel Plan”	the document so named and submitted with the Application and any review and/or revision of the same;
“Framework Travel Plan Coordinator”	a person who shall be responsible for the duration of the Framework Travel Plan Period for implementing monitoring and reviewing the approved Framework Travel Plan and liaising with the County Council where necessary but who shall not be responsible for the preparation of any of the travel plans provided for in the Framework Travel Plan;
“Framework Travel Plan Coordinator Contribution”	the sum of up £35,000 (thirty five thousand pounds) being an annual fee which may be required to be paid by the Owner to the County Council for the appointment and employment by the County Council of a Framework Travel Plan Coordinator as provided for in Obligation 79;
“Framework Travel Plan Coordinator Contribution Demand”	<p>a notice served by the County Council on the Owner demanding a Framework Travel Plan Coordinator Contribution which notice may only be validly served if:</p> <ul style="list-style-type: none"> (a) it is served no earlier than 12 months from First Occupation or as the case may be from the previous Framework Travel Plan Contribution Demand; (b) within the 12 months immediately preceding the relevant Framework Travel Plan Coordinator Contribution Demand the Owner has not ensured the employment of a Framework Travel Plan Coordinator for 6 or more of those 12 months; (c) it demands such proportion of a Framework Travel Plan Coordinator Contribution as represents the said period within which the Owner has not ensured such employment with a period of non-employment for 12 months justifying a demand for £35,000 (thirty five thousand pounds) and a period of non-employment for 6 months justifying a demand for £17,500 (seventeen thousand five hundred pounds) and so on PROVIDED THAT no such demand may seek to recover more than the cost incurred by the County Council in making arrangements to fill the role and perform the tasks of the Framework Travel Plan Coordinator; and

	(d) the County Council has considered any representations made by the Owner and/or TSRG on the matter and has taken into account relevant circumstances including (but not limited to) employment by other persons of a person to carry out the relevant function or other methods of delivery of the same;
“Framework Travel Plan Monitoring Information”	the outcome of the monitoring of the Framework Travel Plan to assess and measure performance against the targets set out in the same such monitoring being set out in the Framework Travel Plan;
“Framework Travel Plan Period”	the period of time which shall begin on First Occupation until 5 years from Occupation of 6,000 Dwellings unless otherwise agreed;
“Further Key Phase”	a Key Phase other than Key Phase 1;
“General Multiplier”	the County Council’s appropriate general multiplier figures for assessing child yield applicable at the date of the relevant EER approved in accordance with the relevant policy approved in accordance with the County Council’s constitution;
“Grant Funding”	as the context requires either: <ul style="list-style-type: none"> (a) funding received from central government or associated agencies including Homes England or the Cambridgeshire and Peterborough Combined Authority (or other public subsidy) specified to be towards the provision of Affordable Housing that is not required to be repaid (“Grant Funding A”) and/or (b) funding (not being Grant Funding A) received from central government or associated agencies including Homes England (or other forms of public subsidy) to support the delivery of the Development that is not required to be repaid (“Grant Funding B”);
“Guiding Principles”	as defined in Part 5 of Annex B;
“Health Facilities”	facilities sufficient to provide primary care services for the benefit of persons resident on the Development;
“Health Facilities Contribution”	a contribution towards the delivery of the Health Facilities being no more than £2,055,152 (two million fifty five thousand one hundred and fifty two pounds);

“Health Facilities Land”

a parcel of land within the Site collocated with a Community Building being in area sufficient to accommodate Health Facilities of up to 1810 square metres (GIA) and being Serviced;

“Health Facilities Land Offer”

delivery to a Health Provider of a single contract to dispose of and take a transfer of the freehold title or leasehold title (or as may otherwise be agreed within the Health Facilities Strategy) of the Health Facilities Land on reasonable commercial terms (but assuming a land value of £1 only where transferred to NHS England or its nominee) and to include provision for the return of the Health Facilities Land to the Owner in the event a material operation (as defined in Section 56(4) of the Act) has not been made in relation to the construction of Health Facilities on the Health Facilities Land within 3 years from completion of the contract (or such amended period as the Owner and the Health Provider may agree);

“Health Facilities Strategy”

a strategy for the provision of the Health Facilities on the Site no later than the Health Facilities Trigger in order to secure provision of (whether or not additional facilities are also provided) an effective NHS primary health service for the benefit of the residents of the Development, the Wider Site and existing residents of the village of Waterbeach (the **“Health Service Need”**) and such strategy shall include:

- (a) proposals for the identification of the Health Provider to include a statement to explain the discussions to date with NHS England (assuming NHS England has engaged with the Owner);
- (b) proposals for discussion and reaching agreement with the Health Provider (in consultation with the District Council) to identify the Health Provider’s accommodation requirements (if any) for the Health Facilities, the funding available for its provision (but not so as to require any further contribution from the Owner in addition to its obligations in this Deed which are to provide the Health Service Facilities Land and to pay the Health Facilities Contribution) and likely terms of that accommodation provision in order to meet the Health Service Need including on an appropriate phased basis together with the Health Provider’s requirements as to timing of delivery of the Health Facilities Land;

- (c) depending on the outcome of discussions under limb (b) above proposals for reaching agreement with the Health Provider (or their nominee for this purpose) on a timetable for identifying and reserving the Health Facilities Land and for the making of any Health Facilities Land Offer (such proposals being sufficient in the reasonable opinion of the District Council to give the District Council confidence that such agreement will be reached and that a Health Facilities Land Offer arising from the same will be made) and as to the condition to and terms on which the Health Facilities Land will be made available to the Health Provider which for the avoidance of doubt shall be Serviced in any event unless otherwise agreed by the Health Provider; and
- (d) such agreement as may be reached with NHS England as to the extent of the Health Facilities Contribution to be paid across by the Owner to the District Council (for payment over to either NHS England or the Health Provider) in order that taking account of the provision to be made by the Health Provider on the Health Facilities Land and other relevant factors the Health Service Need can be met to the reasonable satisfaction of the District Council which payments may be in stages to allow for phased delivery by or on behalf of the Health Provider;

“Health Facilities Trigger”

the Occupation of 1600 Dwellings;

“Health Provider”

NHS England or a suitable alternative provider of health services capable of running the Health Facilities and approved by the District Council in writing;

“Homes England”

the body formerly known as the Homes and Communities Agency for England (“**HCA**”) being the national housing and regeneration agency formed on 1 December 2008 pursuant to the Housing and Regeneration Act 2008 which expression shall include any renaming of the HCA and/or successor organisation to the HCA;

“Household Recreation Survey”

a survey to be carried out by the Owner in accordance with paragraph 10 of the Monitoring Scheme in order to ascertain information about the leisure and recreational preferences of the incoming population of the Development (including the purpose and frequency of visits to green

infrastructure and historic assets on the Site and within Cambridgeshire more broadly) the findings of which shall be communicated to the Community Development Worker to inform the Community Development Worker's initiatives and communications with residents (so long as the Community Development Worker remains in post) and shall also be taken into consideration by the Owner in its formulation of green infrastructure proposals in Further Key Phases;

"Hub Library"

up to 1050sqm of floorspace within Community Building 4 (or such smaller facility as may be agreed or Determined in a Library Review) which meets the Library and Lifelong Learning Facility Specification;

"Identified"

has the following meaning as the context may require:

- (a) for a School Site and any School Site Expansion Land - identified on a plan at a scale of 1:2500 in accordance with the School Site Identification Programme;
- (b) for any Community Building or Sports Pavilion– the land identified for the Community Building or Sports Pavilion in the relevant Reserved Matters Approval;
- (c) for a Reserved Matters Area – identified in the relevant Reserved Matters Approval;
- (d) for Strategic Open Space or Open Space - identified within the relevant Reserved Matters Approval;
- (e) for the Health Facilities Land identified pursuant to the Health Facilities Strategy;
- (f) for Key Phase 1 – as identified on the Early Delivery Plan;
- (g) for a Further Key Phase – defined and approved pursuant to Condition 11;
- (h) for an Exempt Unit or Affordable Housing Dwelling - identified under the legal document effecting its disposal;
- (i) for any Early Years Facility and the land for the same - identified for such purpose in a relevant Reserved Matters Approval for the same; and
- (j) for the Site - as herein defined;

and **"Identification"** shall be construed accordingly;

“Improved IRR”

such IRR in excess of the Achieved IRR as may be agreed at Step 2 in a Review;

“Increased Agreed Development Quantum”

- (a) in relation to Key Phase 1 a number of Dwellings approved within Residential Reserved Matters Areas within Key Phase 1 which:
 - (i) exceeds 1000; and
 - (ii) does not result in the number of Dwellings within Key Phase 1 exceeding the Assumed Key Phase 1 Quantum (unless Approved by the County Council);
- (b) in relation to a Further Key Phase a number of Dwellings approved within Residential Reserved Matters Areas within that Further Key Phase which exceeds the number of Dwellings stated as the Agreed Development Quantum for that Further Key Phase; and

in either case:

- (c) such number of Dwellings has been agreed with the County Council; and
- (d) whether or not a Residential Reserved Matters Area shall be within the relevant Increased Agreed Development Quantum (for the purposes of Obligation 57 or as the case may be Obligation 58) shall be determined by the order in which Residential Reserved Matters Areas are approved within the relevant Key Phase PROVIDED THAT any quantum of Dwellings included in more than one Reserved Matters Area shall not be counted more than once;

“Independent Assessor”

an independent and suitable person holding appropriate professional qualifications (whose appointment shall first be agreed between the Owner and the District Council) who shall be responsible for undertaking the Certification Procedure in relation to:

- (a) each Sports Pavilion;
- (b) each Community Building;

and the reasonable and evidenced costs of such appointment shall be met by the Owner;

“Index”

in relation separately to each of the financial contributions (and other sums) set out in the first column of the Indexation Table the corresponding

	index noted in the second column of that table and being either BCIS or CPI;
“Index Point A”	in relation separately to each of the financial contributions (and other sums) set out in the first column of the Indexation Table the corresponding date noted in the third column of that table being the point from which any indexation is calculated in relation to each financial contribution (or other sum) in accordance with clause 15 of this Deed;
“Index Point B”	in relation separately to each of the financial contributions (and other sums) set out in the first column of the Indexation Table the corresponding date noted in the fourth column of that table being the point to which any indexation is calculated in relation to each financial contribution (or other sum) in accordance with clause 15 of this Deed;
“Indexation Factor”	the factor reflecting any change in the Index in each case calculated from the date of such publication most recently published prior to Index Point A to the date of such publication most recently published prior to Index Point B;
“Indexation Table”	the table appended to this Deed at Annex J;
“Information Covenant”	in relation to a disposal of any part of the Site (other than an Exempt Unit or any part of the Site in relation to which disposal information is provided or to be provided under the Monitoring Scheme) a covenant by the purchaser to their vendor to make available to the Primary Owner such information and evidence as the Primary Owner requires for the Inputs for the purposes of preparing any Project Appraisal as referred to in the Review Process and for preparing and managing the Monitoring Scheme and further to make that information or evidence available to the District Council on reasonable written request;
“Inputs”	all income from and costs incurred in connection with the Development required to prepare a Project Appraisal as further defined in the Review Process;
“Instalment”	an instalment of the Strategic Transport Contribution payable in respect of a Residential Reserved Matters Area the amount of said instalment to be calculated by multiplying the number of Dwellings included within the relevant Residential Reserved Matters Approval (or within the Dwelling Excess as the case may be) by the Multiplier;
“Interest”	4% above Barclays Bank PLC’s base rate from time to time;

“Interim Health Facility”	an interim health care facility (in relation to which the Owner is not obliged to spend more than the Interim Health Facility Cost Cap) to be provided within Key Phase 1 (which may be within a Community Building) comprising such provision as enables access to GP services by early residents on the Site until such time as the Health Facilities (or first phase thereof) are available;
“Interim Health Facility Cost Cap”	the sum of £300,000 (three hundred thousand pounds);
“Interim Library”	rent free space of an area to be agreed with the County Council within Community Building 1 or such other Community Building as may be agreed between the Owner and the County Council subject to the Library Arrangements;
“Interim Library Contribution”	<p>the sum of £28,920 (twenty eight thousand nine hundred and twenty pounds) being a financial contribution to enable the County Council to provide the following within the Interim Library:</p> <ul style="list-style-type: none"> (a) shelving for new books and multi-media resources; (b) library stock including fiction and non-fiction for adults including large print books for people with sight impairments; (c) children’s story books, picture books and board books for babies and toddlers; (d) books for teenagers; (e) computers to provide access to the internet, including the cost of providing IT infrastructure for the new facilities; and (f) benching and chairs for computer equipment;
“IRR”	ungeared internal rate of return inclusive of growth (but geared to the extent of any financing obtained from Homes England);
“Jobs Brokerage Scheme”	<p>a scheme which shall:</p> <ul style="list-style-type: none"> (a) provide access to job opportunities on the Site by providing links between employers on the Site, the District Council, Jobcentre Plus and other relevant partners; (b) set out how the Owner or its subcontractors will work with the District Council and its partners to promote opportunities for employment of local construction workers

during the construction of each Key Phase with the target that at least 20% of the jobs created by that Key Phase (whether permanent or temporary) shall be taken by persons within the workforce of the District Council's area;

- (c) for each Key Phase include a list of skills and the number of various types of construction workers estimated as being required for the relevant Key Phase and how employment opportunities will be advertised throughout South Cambridgeshire including at Jobcentre Plus;
- (d) for each Key Phase promote education and training opportunities in construction which are linked to the relevant Key Phase in conjunction with any District Council led initiatives and/or local colleges and schools (e.g. via open days, presentations and marketing); and
- (e) include the principles to be followed:
 - (i) to update the said scheme including as Key Phases are brought forward; and
 - (ii) to gather information as to the effectiveness of the said scheme;

“Key Phase”

a part of the Development defined as approved pursuant to Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases);

“Key Phase 1”

that Key Phase Identified by the Early Delivery Plan;

“Key Phase 1 Affordable Housing Quantum”

the following percentages of Affordable Housing in Key Phase 1 (as may be subject to variation in the Key Phase Affordable Housing Delivery Plan for Key Phase 1 (or reviews of the same) provided that the Affordable Housing in Key Phase 1 is delivered at the Minimum Level):

- (a) 0% for the first 300 Dwellings; and
- (b) 31.5% for all the remaining Dwellings in Key Phase 1 (up to a maximum of 30% on Key Phase 1);

“Key Phase Affordable Housing Delivery Plan”

in relation to a Key Phase a scheme for the delivery of Affordable Housing on the Key Phase to comprise:

- (a) the quantum of Affordable Housing Dwellings for the Key Phase being for Key Phase 1 the Key Phase 1 Affordable Housing Quantum or

variation of the same Approved by the District Council on application by the Owner (but no such variation shall result in there being less than the Minimum Level on Key Phase 1) and for each Further Key Phase either the relevant Minimum Level or such higher provision as may be agreed or Determined through the Review Process;

- (b) the tenure mix for the Affordable Housing within the Key Phase being either the Default Tenure Mix or as may be Approved by the District Council on application by the Owner or as agreed or Determined through the Review Process;
- (c) the principles to be followed in relation to the dwelling mix (in terms of number of bedrooms) which shall begin with the Affordable Housing Default Dwelling Mix or as agreed or Determined through the Review Process and subject to any variation to the mix as may be proposed by the Owner and agreed by the District Council to allow for changes in relevant circumstances); house type; size (in accordance with the National Space Standards); distribution, layout and Clustering of Affordable Housing Dwellings across the Key Phase;
- (d) the broad disposition of Affordable Housing Dwellings within the relevant Key Phase so as to achieve a sustainable, mixed and balanced community (subject to any variation Approved by the District Council on application by the Owner as provided for in (a) above) PROVIDED THAT it is not required that every Residential Reserved Matters Area must contain Affordable Housing and the percentage of Affordable Housing may vary from one Residential Reserved Matters Area to another;
- (e) (where relevant) the process to be followed which may include tendering in order to secure offers from Providers on reasonable terms (to be tendered to at least 3 Providers) such process shall include a requirement on the Provider (at the District Council's election) to enter into a Nominations Agreement and Local Lettings Plan or similar contract with the District Council;
- (f) the process to be followed by the Owner in seeking any variation to the Key Phase Affordable Housing Delivery Plan following

	its original approval including any variation following a Review triggered by an Exceptional Circumstance; and
	(g) in relation to Discounted Market Sale Dwellings
	(i) the eligibility criteria for Eligible Persons which criteria shall have regard to average local incomes and local house prices; and
	(ii) a template Deed of Covenant to be entered into between the purchaser and seller on the first (and subsequent) sale(s) of a Discounted Market Sale Dwelling and the form of title restriction to be registered on the title of each Discounted Market Sale Dwelling to prevent the disposal of the Discounted Market Sale Dwelling by the registered proprietor without a conveyancer's certificate confirming the terms of the Deed of Covenant have been complied with;
"Key Phase Delivery Plan"	in relation to any Key Phase a delivery plan approved under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases);
"Key Phase Developer"	the person who shall have applied for the definition of the relevant Further Key Phase which definition shall have been approved under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases);
"Land Bound"	the land (which may be all or part of the Site) to which in accordance with clause 4 a particular Obligation relates subject to the release of any part of the Land Bound under clause 4.4;
"Land Released"	the land (which may be all or part of the Site) in relation to which clause 4.4 shall have had effect;
"LGA 1972"	Local Government Act 1972;
"Library Arrangements"	arrangements for the use (including any ancillary uses agreed between the Owner and the County Council as broadly consistent with those of a Library and Lifelong Learning Facility) and management of the Hub Library and on an interim basis until the Hub Library is available the Interim Library (which may or may not comprise a lease) on terms which, for a lease, conform with those set out in Part 5 of Annex D (with such amendments as the relevant parties may agree) but which for other arrangements shall

be as the Owner and the County Council may at the time agree (including the ability to move the location of the Interim Library into a different Community Building) the principles for which are to be agreed between the Owner and the County Council in consultation with the District Council in order to ensure a cohesive and holistic management strategy applies to the Hub Library (or the Interim Library as the case may be) within the relevant Community Building;

“Library and Life Long Learning Facility Specification”

subject to the outcome of the Library Review the specification for the Hub Library which is to be Provided in Community Building 4 (in accordance with the Community Building Protocol) being as follows unless otherwise agreed:

- (a) of at least 1050 sqm in size (of which 850 sqm is to be made available for library uses and of which the remaining 200 sqm is to be made available for community meeting space);
- (b) which is on a single level and at ground floor;
- (c) which has access to shared meeting facilities, staff facilities, buggy parking, delivery access/a delivery parking bay and customer toilets;
- (d) into which there are good clear views in from the street or from within the community building in which the floorspace is contained;
- (e) offering the potential for part of the floorspace to be made secure (but the floorspace may otherwise open/flow into shared space within the building in which the floorspace is contained);
- (f) offering the potential for self-service opening whenever the building in which the floorspace is contained is open;
- (g) of a layout offering good sight lines with opportunities if possible for discrete zones for different functions and for flexibility in use of space;
- (h) having sufficient power and data connections to enable installation of appropriate information and communications technology and future changes in layout;
- (i) which is reasonably accessible on foot by cycle and by public transport; and

- (j) having at least 1 (one) disabled cap parking space;

“Library Review”

a review commencing from the Occupation of 4,000 Dwellings as to the nature size and specification of the library and lifelong learning facility needed in the town centre on the Site this currently being required by this Deed as the Hub Library on the assumption this is serving the Wider Site but which may be replaced by a smaller library and lifelong learning facility in the event the Adjacent Land or the Adjacent Land Library Contribution does not come forward such review to be undertaken by the County Council in collaboration with the Owner taking into account all relevant circumstances and producing an agreement (or Determination) that either the Hub Library is still required at the size of 1050 sqm or that a smaller facility is all that is required and if so the size of that smaller facility which review is to take account of any proposal by the County Council to fill any gap in funding available for the Hub Library and also the outcome of any reduction in community space as a result of any reduction in size of the library (and how this reduction in community space should be addressed);

“Lifetime Principles”

the principles set out in paragraph 1.5 of Annex C;

“Link Road”

together the MOD Link Road and the Adjacent Land Link Road;

“Link Road Arrangements”

the provisions set out in Part 2 of Annex F;

“Link Road Call Notice”

a notice served by the District Council on the Owner as provided for and defined in the Link Road Arrangements which notice shall only be valid if served in accordance with the Link Road Arrangements and gives no less than three (3) years for the Provision of the MOD Link Road (and as may subsequently be amended by a Link Road Delay Notice);

“Links Road Completion Notice”

a notice served by the District Council on the Owner requiring the Owner to dedicate as highway the Non Dedicated Portion MOD Link Road which shall only be valid if served after the putting in place of Appropriate Arrangements;

“Link Road Delay Notice”

a notice served by the District Council on the Owner as provided for and defined in the Link Road Arrangements which shall have the effect of delaying the Provision of the MOD Link Road and may also contain any extension of time which is permitted to any of the approved milestones

comprised in the Approved Link Road Delivery Programme;

“Link Road Delivery Programme”

the detailed programme and timetable to be complied with to Provide the MOD Link Road which as a minimum shall comprise milestones for the following:

- (a) approval of the detailed design of the MOD Link Road to include the submission of a Reserved Matters Application which includes the whole of the MOD Link Road;
- (b) technical approval for the construction of the MOD Link Road (including all other necessary highway consents, safety audits, approvals and highway agreements) for the construction of the MOD Link Road;
- (c) the programme for the construction of the MOD Link Road; and
- (d) the letting of the construction contract (or alternative delivery approach) for the construction of the MOD Link Road in accordance with the agreed construction timetable

PROVIDED THAT that the timescales to be included in the said programme for carrying out and completing milestones (a) and (b) shall be no more than 18 months and the timescales to be included in the said programme for carrying out and completing milestones (c) and (d) shall be no more than 18 months

OR any consequential extension in the said programme and timetable notified by the District Council with a Link Road Delay Notice;

“Links Protocol”

the provisions set out in Part 1 of Annex F;

“Local Housing Allowance”

the flat rate rental allowance providing financial assistance towards the housing costs of low income household to different rental market areas and property types set out and reviewed by the Valuation Office Agency (or successor) under a framework introduced by the Department of Works and Pensions or such framework that may replace it;

“Local Lettings Plan”

a local lettings plan operated by the District Council and to be entered into between the District Council and the relevant Provider whereby Affordable

	Housing Dwellings are allocated to eligible households;
“Maintenance Period”	for the purposes of the Certification Procedure the period of 24 months starting with the issue of the Completion Certificate;
“Management Arrangements”	arrangements that shall conform with the Management Principles (to include such relevant matters as may be prescribed in Annex B for the permanent management and maintenance (by the Owner or a Third Party) of and public access to a relevant area of Strategic Open Space, Open Space, Sports Pavilion (other than any which is part of a Community Building) or a Community Building);
“Management Principles”	as set out in Part 1 or Part 2 (according to context) of Annex D;
“Market”	for a period of 12 months (“the Marketing Period”) the bona fide seeking of offers from relevant persons by undertaking some or all of the following activities as appropriate to the circumstances (and the expression “Marketing” shall be construed accordingly): advertising in at least two relevant periodicals or newspapers, writing to relevant persons in the business of providing the facilities relevant to the Obligation to which the Marketing relates, pursuing leads provided by the District Council and/or the County Council as the case may be;
“Market Dwelling”	a Dwelling constructed pursuant to the Planning Permission which is not an Affordable Housing Dwelling;
“Material Exceedance”	an Exceedance of the Vehicle Budget which in accordance with the Transport Monitoring Protocol is determined by the County Council (or is Determined) to be material;
“Material Operation”	a material operation as defined in Section 56(4) of the Act and forming part of the Development;
“Mere Way Cycle Route”	a shared use route for non–motorised users between the A10 Bridge on its western side and a point on the Cambridge Northern Fringe partly using existing carriageway and the Mere Way Byway following the route and conforming to the design shown on Drawing B with those elements not on the existing carriageway to be appropriately illuminated and at a width not less than 3 metres;
“Milton Cycleway Improvements”	a scheme of works to facilitate safer cycling routes through Milton Village to the Jane Coston Bridge as shown on Drawing C;

“Minimum Level”

in accordance with the Lifetime Principles no less than 30% (thirty per cent) of the Dwellings within each Key Phase or across the Development as a whole as the context requires shall be Affordable Housing Dwellings;

“Mitigated Portion”

in connection with Obligation 83 a Residential Reserved Matters Area is to be regarded as being within the Mitigated Portion if on the date and at the time of the Reserved Matters Approval for the same either of the following scenarios applies:

- (a) fewer than 1601 Dwellings have been included within Residential Reserved Matters Approvals (including the same for the relevant Residential Reserved Matters Area); or
- (b) more than 1600 Dwellings have been so included but the exceedance of 1600 Dwellings arises as a result of the Residential Reserved Matters Approval for the Residential Reserved Matters Area in question;

PROVIDED THAT:

- (c) in the circumstance described in the scenario in limb (b) above an Instalment is required to be paid under Obligation 83 but to be calculated only by reference to the Dwelling Excess; and
- (d) any quantum of Dwellings included in more than one Residential Reserved Matters Area shall not be counted more than once;

“MOD Link Road”

that part of the Link Road to be delivered on the Site (known as the Owner 1 Link Road for the purposes of the Links Protocol) and being a road constructed to adoptable standard pursuant to the Link Road Arrangements commencing at the southern access of the Site to the A10 as shall be approved pursuant to the Planning Permission and ending at a point on the boundary of the Site with the Adjacent Land which point shall be approved pursuant to the Planning Permission to include associated service corridors contained within the Reserved Matters Approval(s) for the MOD Link Road;

“Monitoring Contribution”

the sum of £150,000 (one hundred and fifty thousand pounds) for the purpose of the monitoring of the performance of the Obligations in this Deed and payable in 20 instalments of £7,500 per annum;

“Monitoring Information”

the information set out in paragraphs 4-11 of Annex H;

“Monitoring Scheme”	the scheme set out in Annex H;
“Multiplier”	for the purposes of calculating each/any Instalment the sum of £1,581.63 (one thousand five hundred and eighty one pounds and sixty three pence);
“Museum”	the Waterbeach Military Heritage Museum as currently operates from the Museum Building;
“Museum Building”	the building so identified within the Barracks Area and referred to in the 2017 Agreement;
“National Policy”	the National Planning Policy Framework issued in February 2019 (including any future or replacement thereof) and any other relevant policy issued by the Government and stated to be national policy;
“National Space Standards”	the standards in relation to internal environment sustainability and the external environment of the Affordable Housing Dwellings set out in the document entitled “Technical Housing Standards – Nationally Described Space Standards” which was published the Department for Communities and Local Government in March 2015 or such other revision or replacement guidance or such alternative standards as may be required and which are current at the time of the Approval of the relevant Residential Reserved Matters Area Affordable Housing Scheme or such other relevant standards of the District Council at the time;
“Net Value Receipts”	as relevant to a Review any Value Receipts net of any Value Payments (subject to such Net Value Receipts being positive in value);
“NHS England”	the relevant Government agency or department with responsibility for leading the National Health Service in England (or a relevant nominee) including the appropriate body in relation to the commissioning or provision of primary care services in communities or its successor or devolved body;
“Nominations Agreement”	an agreement to be entered into between the relevant Provider and the District Council in relation to Affordable Housing Dwellings on a Residential Reserved Matters Area which grants the District Council nomination rights for the Occupation of Affordable Housing Dwellings;
“Nominee”	as defined in clause 12.5.2(ii);
“Non Dedicated Portion”	as defined in the definition of Provide as it applies to the MOD Link Road (or as the context requires to any of the Other Links);

“Notice of Completion of Monitoring”	a notice to be agreed between the Owner the District Council and the County Council in accordance with clause 21;
“Notice of Release”	as defined in clause 22;
“Obligation”	an Obligation contained within any Schedule between Schedule 2 and Schedule 10 (inclusive) and for which a reference number is given in the first column of the relevant Schedule;
“Occupation”	occupation pursuant to 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 “Occupiers” “Occupied” and “Occupy” shall be construed accordingly and in relation to a Dwelling the date of Occupation shall be deemed to be the date of legal completion of the freehold sale or grant of leasehold interest in the relevant Dwelling;
“Offsite Affordable Housing Contribution”	in relation to a Further Key Phase any sum agreed or Determined as provided for in paragraph 4.11.1 of Annex C for the purposes of providing Affordable Housing within the District Council’s area;
“OMV”	open market value being the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
“On–Site Bus Shelter”	a bus shelter provided on the Site conforming to the relevant Reserved Matters Approval with no more than 12 being required across the Development;
“On–Site Bus Shelter Contribution”	A sum up to £84,000 (eighty four thousand pounds) being £7,000 (seven thousand pounds) for each On – Site Bus Shelter;
“Open Space”	an area of green space or hard surface for public amenity other than Strategic Open Space and the Artificial Grass Pitch which may include a multi-use games area, allotments and/or community orchards as may be approved by Reserved Matters in conformity with a delivery plan approved under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases);
“Open Space Principles”	the following timetable for the delivery of the Strategic Open Spaces so that the same are delivered in a timely way so as to provide the District Council with sufficient confidence that the Strategic

Open Spaces will be Provided and in line with Dwelling Occupations:

- (a) the first Strategic Open Space to be Completed no later than the Occupation of 1600 Dwellings;
- (b) the next Strategic Open Space no later than the Occupation of 3500 Dwellings;
- (c) the Artificial Grass Pitch no later than the Occupation of 3500 Dwellings; and
- (d) the third Strategic Open Space no later than the Occupation of 4800 Dwellings;

Subject to the above, substantial conformity with relevant Spatial Principles within the Development Specification;

“Open Space Tracker”

a report updated on a quarterly basis showing the progress on and towards:

- (a) the Provision of areas of Open Space and Strategic Open Space;
- (b) areas of Open Space and Strategic Open Space which have been approved as part of a Reserved Matters Area; and
- (c) areas of Open Space and Strategic Open Space which are under consideration as part of a Reserved Matters Application;

“Other Links”

such necessary east/west links on the Site connecting the Site with the Adjacent Land (other than the Link Road) which are in accordance with the Planning Permission and in relation to which rights are to be granted pursuant to Appropriate Arrangements;

“Outcomes”

in relation to the Review Process as defined in paragraph 7 of Annex C;

“Outdoor Sports”

any of

- (a) facilities such as grass pitches for a range of sports, bowling greens, tennis courts, athletic tracks and multi-use game areas (“**Sports Pitches**”) plus ancillary facilities including changing rooms (including for officials) and parking facilities all of which meet the requirements of the Council Open Space SPD (as may be updated amended or replaced from time to time) all of which changing rooms may be included in a Sports Pavilion;

	<ul style="list-style-type: none"> (b) formal water based sporting activity/leisure use of the lake located on the Site together with associated changing, storage and parking facilities; and (c) children's play space comprising designated areas for outdoor play including formal equipped play areas and provision for teenagers including wheeled sports parks and macadam kick-about areas and informal play comprising grass kick-about areas;
“Owner’s Excess”	has the meaning given in paragraph 4.12 of Annex C;
“Papworth Land”	that part of the Site so identified on the Site Plan;
“Parking Consultation Contribution”	the sum of £50,000 (fifty thousand pounds) for the purposes of the County Council undertaking a consultation with residents of the existing Waterbeach village on the need (or otherwise) for increased parking controls around the existing Waterbeach station and the implementation of any agreed parking control measures arising from the said consultation;
“Planning Permission”	planning permission granted on the Application substantially in the form appended at Part 4 of Schedule 1;
“PM Budget”	the total external inbound (northbound) vehicle trips generated by the Development in the PM Peak Hour (which is stated in the Transport Monitoring Protocol and applies to the Development) and which in relation to a Transport Assessment shall be reviewed and may be increased (or may stay the same but shall not be decreased) as appropriate to the circumstances at the time of approval of the relevant Transport Assessment;
“PM Peak Hour”	the hour between 4:00pm – 5:00pm established through the transport assessment dated May 2018 / Addendum of October 2018 which in relation to a Further Key Phase may be reviewed and/or varied as appropriate to the circumstances at the time of approval of the relevant Transport Assessment;
“Policy Target”	in relation to either a Further Key Phase or across the Development as a whole (as the context requires) that the number of Affordable Housing Dwellings (or in the case of any Offsite Affordable Housing Contribution the equivalent value thereof) to be delivered shall be 40% (forty per cent) of all the Dwellings to be delivered in that Further Key

	Phase or across the Development as a whole (as the context requires);
“Post 16 Contribution”	a sum of £7,980,000 (seven million nine hundred and eighty thousand pounds) being a fair and proportionate contribution by the Owner (to be paid in two equal instalments and being School Payments J1 and J2) towards the provision by the County Council or other provider of the Post 16 Facility;
“Post 16 Contribution Demand”	a demand for the Post 16 Contribution to be paid served by the County Council on the Owner such demand not to require payments earlier than as may be confirmed by the County Council in the Post 16 Review (or Determined) but always in accordance with the School Payments Programme;
“Post 16 Facility”	an educational facility for children over the age of 16 years of age serving the needs of such children resident on the Development (whether or not it also serves the needs of other children of that age) which at the date hereof is expected to be provided on the Adjacent Land but may be provided elsewhere in the local area;
“Post 16 Review”	a review of the timing of both provision of the Post 16 Facility and of the payment of the Post 16 Contribution such review to take place no earlier than the Occupation of 2,000 Dwellings and no later than the Occupation of 3,500 Dwellings unless otherwise agreed in writing between the County Council and the Owner (but to be based on relevant data and progress of the Adjacent Land Development) the timing of such review and its outcomes (in terms of when the Post 16 Facility should be provided and when the Post 16 Contribution should be paid) to be as confirmed by the County Council or Determined;
“Practically Completed”	both: <ul style="list-style-type: none"> (a) issue of a certificate of practical completion in respect of the relevant facility by the Owner’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) or Completion Certificate as relevant or in the event that the relevant facility is constructed by a party other than the Owner the issue of such a certificate by that other party’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances); and (b) Served;

“Prescribed Number”	as defined within the defined term “Residential Reserved Matters Area Affordable Housing Scheme” ;
“Primary EER”	as defined in paragraph 2.1.2 of Part 5 of Annex B;
“Primary EER Point”	as defined in paragraph 2.1.2 of Part 5 of Annex B;
“Primary Owner”	for the purposes of clause 20: <ul style="list-style-type: none"> (a) the Secretary of State for Defence which for the avoidance of doubt shall not include a successor in title of the Primary Owner to the Site or any part of it; or (b) in the event that the Secretary of State for Defence disposes of its entire interest in the Site such replacement Primary Owner as provides the relevant covenant required by clause 20.1.5 of this Deed so that such replacement Primary Owner is bound by the relevant part of clause 20 as is therein provided;
“Primary School”	the First Primary School, the Second Primary School or the Third Primary School as the context requires in each case being an establishment provided under the Education Acts which provides education for children from birth to 11 years;
“Primary School Site”	the First Primary School Site, the Second Primary School Site and the Third Primary School Site as the context requires and in each case meeting the School Site Specification (the stage at which each element of the School Site Specification is required being set out in the same);
“Primary School Site Offer”	a School Site Offer in relation to a Primary School Site;
“Progress and Delivery Group (PDG)”	the group to be established and to operate as provided for in Part 1 of Annex I;
“Project Appraisal”	a financial quarterly cashflow of the Development in Excel (or similar) showing Inputs including evidenced actual receipts and expenditure from approved Key Phases (and any other part of the Development able to proceed outside of an approved Key Phase) at the date of preparation and forecasts for Inputs as appropriate for the relevant Further Key Phase and other parts of the Development on an ungeared basis (but geared to the extent of any financing obtained from Homes England);

“Projected Date A”	as shall be provided by the Owner pursuant to paragraph 11 of the Monitoring Scheme the projected date on which 1,600 Dwellings will be Occupied;
“Projected Date B”	as shall be provided by the Owner pursuant to paragraph 11 of the Monitoring Scheme the projected date that is three years prior to Projected Date A;
“Provide”	as defined in Annex A and “Provided” and “Provision” shall be construed accordingly;
“Provisional Certificate”	in relation to any Early Transport Measure or as appropriate any Transport Enhancement Measure such certificate (however named) which is to be or is provided by the County Council confirming the relevant works are substantially complete but before any maintenance period commences;
“Provider”	a registered provider as defined in the Housing and Regeneration Act 2008 (or as may be amended or replaced);
“Reasonable Endeavours”	<p>that the following steps have been taken over a reasonable period of time in order to achieve the desired result which for the Owner shall mean:</p> <ul style="list-style-type: none"> (a) methods commercially prudent and likely to achieve the desired result have been taken; and (b) in the event a first attempt at securing the desired result has failed then (unless there are no reasonable alternatives) an alternative such method of achieving the desired result; <p>and which for the District Council and the County Council shall mean:</p> <ul style="list-style-type: none"> (c) prudent measures not likely to prejudice the relevant council but likely to achieve the desired result have been taken and in the event a first attempt at securing the desired result has failed then (unless there are no reasonable alternatives) an alternative such method of achieving the desired result has been taken <p>PROVIDED THAT in the context of Bus Service A and any consideration by the County Council of whether the Owner has used Reasonable Endeavours to enter into a contract for Bus Service A it is not required that in that regard the Owner shall incur a cost burden exceeding the Bus Service A Contribution and it is appropriate for the Owner to</p>

	seek terms for the provision of Bus Service A which ensure efficient use of any payment made or subsidy provided by the Owner and which allow for flexibility in the service so as to best respond to demand;
“Reconciliation Review”	a single and final Review as may be required in accordance with Annex C;
“Regulatory Plan”	in relation to each Key Phase the plan so called and identified within the Design Code for that Key Phase;
“Release Event”	has the meaning given in clause 4.4;
“Relevant Item”	all or any of Strategic Open Space, Open Space, Community Building and/or Sports Pavilion as relevant to the context;
“Relevant Period”	in relation to: <ul style="list-style-type: none"> (a) any School Payment a period of 24 months following expiry of the Defects Liability Period for the relevant School (or phase or expansion thereof or Post 16 Facility as the case may be); (b) all other contributions paid to the County Council under this Deed a period of 10 years from the date of receipt of the contribution or, in the case of any contribution payable by instalments (including for the avoidance of doubt an Instalment), from receipt of the final instalment of the contribution;
“Rent to Buy Dwelling”	unless otherwise agreed a Dwelling made available to rent with a shorthold tenancy between 6 months and 5 years in duration at a discount of at least 20% below local market rents during which tenancy the tenant shall have the option to acquire the freehold interest in the Dwelling or a part of the freehold under a shared ownership scheme;
“Reserve”	in relation to a School Site to keep free of any development pursuant to the Planning Permission which may prevent use of the relevant School Site for the purposes of a School in accordance with this Deed;
“Reserved Matters Approval”	approval pursuant to Condition 15 including in circumstances allowed for in Condition 14 and if a School (or phase thereof as relevant) is the subject of a grant of full planning permission the same shall be included within this defined term and “Reserved Matters Application” shall be construed accordingly;

“Reserved Matters Area”	a part of the Site in relation to which a Reserved Matters Approval exists and if a School (or phase thereof as relevant) is the subject of an application for full planning permission the area of such permission shall be treated as a Reserved Matters Area;
“Reserved Matters Start Date”	the first date on which in relation to a Reserved Matters Area construction work or any Material Operation or other development as defined in Section 55 of the Act or work included in the laying out of Strategic Open Space, Open Space or area of landscaping shall start pursuant to a Reserved Matters Approval and where more than one Reserved Matters Approval exists for a Reserved Matters Area such start shall be after written notice has been given to the District Council and the County Council stating which Reserved Matters Approval is being relied on;
“Residential Reserved Matters Area”	a Reserved Matters Area which contains Dwellings and “Residential Reserved Matters Approval” shall be construed accordingly;
“Residential Reserved Matters Area Affordable Housing Scheme”	<p>for a Residential Reserved Matters Area which in accordance with the relevant Key Phase Affordable Housing Delivery Plan is to comprise or contain Affordable Housing (the “Parcel”) a scheme for the Provision of Affordable Housing within the relevant Parcel which is in conformity with the relevant Key Phase Affordable Housing Delivery Plan and which identifies:</p> <ul style="list-style-type: none"> (a) the quantum of Affordable Housing Dwellings within the Parcel; (b) the size, type (including the number of bedrooms), tenure distribution and layout of Affordable Housing Dwellings within the Parcel including a Tenure Allocation; (c) confirmation that each Affordable Housing Dwelling will comply with the relevant National Space Standards; (d) proposals for the timing of delivery of the Affordable Housing within the Parcel to maintain reasonable consistency with the delivery of Market Dwellings (if any) within the Parcel which unless otherwise agreed by the District Council shall be to ensure that 50% of the Affordable Housing Dwellings within the Parcel must be Provided no later than the Occupation of 50% of the Market Dwellings within the Parcel and that 100% of

the Affordable Housing Dwellings within the Parcel must be Provided no later than the Occupation of 90% of the Market Dwellings within the Parcel and in those circumstances the proposed Trigger Event shall be the number of Market Dwellings corresponding to such 50% or 90% (or other percentage as may be agreed) and the corresponding number of Affordable Housing Dwellings ("**Prescribed Number**") shall be such 50% or 100% (or other percentage as may be agreed);

- (e) the identity of the relevant Provider;
- (f) the actual forms of Deed of Covenant and restriction on title to apply in relation to any Discounted Market Sale Dwellings within the relevant Residential Reserved Matters Area with reference to and explaining any changes from what was agreed as part of the Approval of the relevant Key Phase Affordable Housing Delivery Plan; and
- (g) such other information as the District Council may reasonably request;

"Review Process"

a review of the viability of the Development (as a whole) using a Project Appraisal and carried out in accordance with Annex C and the expression "**Review**" will be construed accordingly;

"Rifle Range Building"

the building in the Barracks Area and marked as such on the Site Plan;

"SCDC Obligations"

Obligations 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40 & 41 (it being acknowledged that Obligations 40 & 41 are also enforceable by the County Council but only to the extent referred to in the definition of CCC Obligations), 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 56 (but only in relation to Waterbeach Station Contribution A and Waterbeach Station Contribution B with Obligation 55 being enforceable by the County Council in all other contexts), 68, 69, 70, 71, 72 (it being acknowledged that Obligation 72 is also enforceable by the County Council but only to the extent referred to in the definition of CCC Obligations), 73, 74, 75, 84, 85, 86(it being acknowledged that Obligation 86 is also enforceable by the County Council), 89, 90, 91, 92 and 93 being the Obligations enforceable by the District Council;

“School”	any of the Primary Schools or the Secondary School or SEND Facility on a relevant School Site as the context requires;
“School Contract Date”	in relation to each School Payment the date on which the price for the contract for the construction of the relevant School or expansion (or the Post 16 Facility as the case may be) is agreed and fixed in contract by the County Council (or other party commissioning the same) such price and such date to be notified to the Owner and the District Council in writing as soon as reasonably practicable thereafter;
“School Monitoring Information”	as defined in Part 3 of Annex B;
“School Payment”	separately each payment referred to within the School Payments Programme being payments for the design, procurement and construction of the Schools;
“School Payment F Cap”	a maximum cap of £2,070,000 (two million and seventy thousand pounds);
“School Payment G Cap”	a maximum cap of £2,070,000 (two million and seventy thousand pounds);
“School Payment H Cap”	a maximum cap of £13,500,000 (thirteen million five hundred thousand pounds);
“School Payments A1-A3, B1-B3, C1-C3, D1-D3, E1-E3, F1-F2, G1-G2, H1-H3, I1-I2 and J1-J2”	as defined in the School Payments Programme;
“School Payments Programme”	as contained in Part 4 of Annex B;
“School Site”	as the context requires (and as relevant as required pursuant to the Education Evidence Review) any of a Primary School Site, the Secondary School Site, any School Site Expansion Land or the SEND Site;
“School Site Call Notice”	in relation to a School Site which has been Identified by the Owner and Approved by the County Council (including a deemed Approval) a notice signed by the County Council's Assistant Director Growth and Infrastructure or any appointed solicitor in the form included at Part 3 of Annex B and served by the County Council on the Owner (as identified in clause 12.5.2) requiring the transfer of the relevant School Site such notice to give the date on or trigger at which the transfer of the relevant School Site is required and show on a plan the relevant School Site and to give the Owner as much notice as is reasonably practicable but as a minimum to be in accordance with the School Site Call Notice Programme (unless otherwise agreed) PROVIDED

THAT no School Site Call Notice may be validly served unless:

- (a) in relation to the expansion of the Second Primary School Site and/or the Third Primary School Site the EER has been undertaken with the outcome that the Additional Primary FE Condition has been satisfied and the relevant School Site Call Notice is consistent with the said outcome and the School Site Expansion Land Outcomes in relation to the extent of the relevant School Site Expansion Land required for the said expansion (with any balance of School Site Expansion Land therefore being released);
- (b) in relation to the expansion of the Secondary School Site the EER has been undertaken with the outcome that the Secondary School Expansion Condition is satisfied and the relevant School Site Call Notice is consistent with the said outcome and determination and the School Site Expansion Land Outcomes in relation to the extent of the relevant School Site Expansion Land required for the said expansion (with any balance of School Site Expansion Land therefore being released); and
- (c) in relation to the SEND Site the SEND Site Condition has been satisfied and the County Council has resolved to proceed with the procurement and delivery of the SEND Facility in a timescale consistent with the outcome of the SEND Review;

“School Site Call Notice Programme”

a programme for the service by the County Council of a School Site Call Notice such that a School Site Call Notice may not require the transfer of a School Site earlier than as set out in the table at Part 2 of Annex B to this Deed;

“School Site Expansion Land”

land identified for the purposes of expanding the Second Primary School Site, the Third Primary School Site and/or the Secondary School Site in each case if required in accordance with this Deed meaning as the context requires:

- (a) a hectare of land adjacent to the Second Primary School Site;
- (b) a hectare of land adjacent to the Third Primary School Site; or
- (c) up to 3 hectares of land adjacent to the Secondary School Site the actual area (within

	the 3 hectares) to be determined if and when the Secondary School Expansion Condition is satisfied being such area as is required to provide for an expansion to the Secondary School necessary to meet such additional FE(s) as is determined through the Secondary EER but subject to any relevant Determination;
“School Site Expansion Land Outcomes”	as defined in paragraph 4.1.13 of Part 5 of Annex B;
“School Site Identification Programme”	a programme for identification of the School Sites by the Owner such that the County Council may ensure timely design of the Schools to be delivered on the Site in accordance with the schedule set out in the table at Part 1 of Annex B to this Deed (unless otherwise agreed in writing between the County Council and the Owner);
“School Site Offer”	delivery (but open for 12 months or as may be agreed) and subject to the conditions within the definition of School Site Transfer to the County Council of a single contract to dispose of and take a transfer of the freehold title of the relevant School Site executed as a deed by the freeholders of the whole of the relevant School Site which shall be delivered with the intention by the freeholder that (subject as aforesaid) the County Council may sign and date the said contract so that it becomes legally enforceable between the parties such contract to be in a form appropriate to a school site transfer and to contain the School Transfer Terms and to be accompanied by such matters as may be required in the School Site Specification;
“School Site Specification”	<p>as relevant the specification for any School Site (as set out in Part 6 of Annex B with each element stating the stage at which it shall be required) but subject as may from time to time be agreed between the Owner and the County Council or Determined PROVIDED THAT notwithstanding the contents of the specification in Part 6 of Annex B the School Site servicing requirements at the time of transfer of any School Site are for temporary servicing only and a School Site Offer will be validly made in accordance with the School Site Specification for these purposes where the School Site to be transferred has:</p> <ul style="list-style-type: none"> (a) satisfactory temporary construction access approved by the County Council; (b) provision of a temporary potable water supply; and (c) provision of a temporary electricity supply;

“School Site Transfer”

the transfer of the freehold title of a relevant School Site pursuant to a School Site Offer by the Owner to the County Council which transfer shall not, unless agreed by the Owner, be completed until the following conditions have been met:

- (a) full planning permission or Reserved Matters Approval including approved drawings for the relevant School (or phase thereof as relevant) to be constructed on the relevant School Site has been granted in a design conforming to the relevant Design Code and discussions with (and taking account of representations from) PDG;
- (b) the County Council has completed its procurement process and all necessary approvals and resolutions are in place in order to let a contract for the construction of the relevant School (or phase thereof as relevant) on the relevant School Site as confirmed by the Assistant Director Growth and Infrastructure; and
- (c) a contract has been let for the construction of the relevant School (or phase thereof as relevant);

“School Transfer Date”

in relation to each School Payment (other than School Payments J1, J2, I1 and I2) and with reference to the School Site Call Notice Programme the earliest date on which the County Council may require the transfer of the relevant School Site by service of a School Site Call Notice and being the relevant event stated in the second column of the table forming the School Site Call Notice Programme;

“School Transfer Terms”

terms substantially as set out in Part 7 of Annex B;

“Scoping Stage”

as defined in paragraph 1.2.1 of the Links Protocol;

“Second Primary School”

the Primary School which is the second such School in time to be Identified and which is to be provided in up to 2 phases the first phase having 3 FE with a core for 4 FE including provision for 78 full time early years places and the second having (subject to the Primary EER) 1 further FE including provision for 26 full time early years places;

“Second Primary School Site”

the site Identified for the Second Primary School with a site area of not less than 3 hectares (but not including the relevant School Site Expansion Land);

“Secondary EER”

as defined in paragraph 2.1.1 of Part 5 of Annex B;

“Secondary EER Point”	as defined in paragraph 2.1.1 of Part 5 of Annex B;
“Secondary School”	a school providing education to children aged between 11 and 16 to be provided in up to 3 phases the first having 6 FE with an 8 FE core, the second having 2 further FEs and the third having (subject to the Secondary EER) up to 3 further FEs;
“Secondary School Expansion”	a further phase of the Secondary School to provide increased capacity through the addition of up to 3 further FEs at the Secondary School (the baseline being 8 Secondary FEs across the Development) on the School Site Expansion Land;
“Secondary School Expansion Condition”	that both: <ul style="list-style-type: none"> (a) the child yield from the Development is determined to be such that additional secondary school capacity is necessary to meet the needs of the Development (including as to the extent of any such necessary additional capacity) to be agreed or Determined in accordance with the EER (the baseline being 8 Secondary School FE to serve the Development) (“Additional Secondary Condition A”); and (b) a Secondary School Expansion is the County Council’s preferred means of providing the additional capacity to be confirmed by the County Council pursuant to the Secondary EER or Determined including in relation to the financial contribution to the same due from the Owner and the extent of the relevant School Site Expansion Land to be called for (with any balance being released);
“Secondary School Site”	the site Identified for the Secondary School and meeting the School Site Specification (the stage at which each element of the School Site Specification is required being set out in the same) with a site area of not less than 8.5 hectares (but not including the relevant School Site Expansion Land);
“Secondary School Site Offer”	a School Site Offer in relation to the Secondary School;
“Secretary of State for Defence”	the Owner as herein named;
“Secured School Payment”	separately each/any School Payment save for School Payments A1, B1, C1, D1 and E1;
“Security Notice”	in relation separately to each Secured School Payment a written notice served on the Owner by the County Council signed by the County Council’s Assistant Director Growth and Infrastructure:

- (a) confirming the date on which the County Council proposes to let or did let the contract for the construction of the relevant School (or where relevant Additional Primary FE or Secondary School Expansion or Post 16 Facility as the case may be);
- (b) confirming that the County Council reasonably requires Adequate Security for a Secured School Payment in relation to the said contract; and
- (c) the date on which Adequate Security must be provided by the Owner (such date not to be less than 20 Working Days after the service of the said Security Notice)

PROVIDED THAT no Security Notice shall be validly served while the Secretary of State for Defence retains an interest in the Site and PROVIDED FURTHER THAT no Security Notice shall be validly served in relation to a Secured School Payment until the transfer to the County Council of the relevant School Site has been validly completed in accordance with the relevant School Site Offer and on the School Transfer Terms (save in relation to:

- (d) School Payments I1 and I2 in the event that the SEND Facility is not to be delivered on the SEND Site as may be determined in accordance with the SEND Review; and
- (e) in any event School Payments J1 and J2

in relation to which the relevant condition for such valid service shall be that the County Council has a sufficient interest in the relevant land in order to lawfully construct the SEND Facility or the Post 16 Facility as the case may be);

“Security Point”

in relation to a School (or where relevant Additional Primary FE or Secondary School Expansion or Post 16 Facility as the case may be) the date which is notified to the Owner (with 20 Working Days’ notice) by the County Council’s Assistant Director Growth and Infrastructure in a valid Security Notice as being the date on which Adequate Security must be provided;

“Self/Custom Build Housing”

as defined in Sections 1(A1) and 1(A2) of the Self Build & Custom Housebuilding Act 2015 (as amended);

“Self/Custom Build Plot”

a plot within the Development to be marketed and sold pursuant to the Self/Custom Build Scheme and developed for Self/Custom Build Housing;

“Self/Custom Build Scheme”

a scheme to be submitted to and Approved by the District Council for the marketing of Self/Custom Build Plots to be consistent with Policy H/9: Housing Mix (and in particular paragraph 2.f.) of the South Cambridgeshire Local Plan adopted September 2018 (or equivalent future adopted policy) and to include:

- (a) an indicative strategy for marketing Self/Custom Build Plots to eligible prospective purchasers (such purchasers to have first registered their interest for the same with the District Council pursuant to the Self Build & Custom Housebuilding Act 2015 (as amended);
- (b) the principles to be applied to the location and distribution of Self/Custom Build Plots within prospective Residential Reserved Matters Areas;
- (c) the principles to be applied to ensure the development of Self/Custom Build Plots for Self/Custom Build Housing is consistent with all relevant approvals, consents and parameters in connection with the Planning Permission and this Deed; and
- (d) the principles to be applied to reaching an appropriate target for the amount of Self/Custom Build Housing forming part of the Development having regard to the aims and objectives of the said Policy H/9 (such target being no more than 5% of the Dwellings forming part of the Development shall be Self/Custom Build Housing) but subject always to there being sufficient demand for the same which is to be evidenced to the reasonable satisfaction of the Owner by the District Council;

“SEND Contribution”

the sum of £6,971,363 (six million nine hundred and seventy one thousand three hundred and sixty three pounds) being a fair and proportionate contribution by the Owner (to be paid in two equal instalments and being School Payments I1 and I2) towards the provision by the County Council or other provider of the SEND Facility the timing of such contribution to be confirmed by the County Council in the SEND Review or Determined but always in accordance with the School Payments Programme;

“SEND Contribution Demand”	a demand for the SEND Contribution to be paid in two equal instalments served by the County Council on the Owner such demand not to require payments earlier than as may be determined by the County Council in the SEND Review (or Determined) but always in accordance with the School Payments Programme;
“SEND Facility”	a facility providing for the special educational needs of children of 3 to 19 years of age which at the date hereof is assumed will be provided by the County Council on the SEND Site but if no Adjacent Land SEND Contribution is made by the relevant time (as determined through the SEND Review) may be provided elsewhere in the local area;
“SEND Review”	a review of the timing of both provision of the SEND Facility and of the payment of the SEND Contribution (and the Adjacent Land SEND Contribution where relevant) such review to take place no earlier than the Occupation of 2,000 Dwellings and no later than the Occupation of 3,500 Dwellings unless otherwise agreed in writing between the County Council and the Owner (but to be based on relevant data and progress of the Development) the timing of such review and its outcomes (in terms of when and where the SEND Facility should be provided and consequently the date when the SEND Site should be Identified (if relevant), the date for the School Site Call Notice and School Site Transfer for the same (if relevant) and when the SEND Contribution should be paid) to be confirmed by the County Council or Determined;
“SEND Site”	a 1.7 hectare area of the Site Identified for a SEND Facility;
“SEND Site Condition”	that taking account of all relevant considerations the provision of child yield from the Development is expected to be such that a SEND Facility is necessary to meet the needs of the Development and a SEND Facility within the Site is the preferred means of providing the SEND Facility as shall be confirmed by the County Council taking account of representations made by ERG or Determined;
“Serviced”	having connections for mains water, foul and surface water drainage, gas, electricity, and telecommunications (a “Service” or “Services”) but only to the extent appropriate to the proposed use of the land and adequate for the purposes of the prospective users of the land and to enable connections to be made thereto and with sufficient vehicular and pedestrian access to the land from a public highway;

“Shared Facilities”	<p>those facilities to be provided on the Wider Site which are single facilities for the benefit of the Wider Site and for which either the Owner or the Adjacent Landowner is to provide land or incur other cost of provision being:</p> <ul style="list-style-type: none"> (a) the Hub Library; (b) the Health Facilities Land; (c) the Sports and Leisure Centre Land; (d) land for the Post 16 Facility; and (e) the SEND Site;
“Service Land”	part of the Site used or to be used for the purposes of access or a Service;
“Shared Ownership Dwelling”	<p>Dwellings (which may previously have been Rent to Buy Dwellings) purchased on a shared equity basis whereby not more than 75% and not less than 25% of the equity in the relevant Dwelling is initially sold to the purchaser by the Provider with the flexibility to increase their degree of ownership to 100% if they so wish and in respect of which rent is payable on the remaining equity at a level no greater than that equivalent to that obtained by applying the current Homes England rent rate applicable at the relevant time to the market value of the remaining equity. The percentage of equity initially to be sold shall be agreed in writing with the District Council and shall be set having regard to local incomes and the Owner shall have regard to good practice issued by Homes England from time to time;</p>
“Site”	the land shown edged red on the Site Plan and described in Part 1 of Schedule 1;
“Site Plan”	the plan so marked and appended in Part 3 of Schedule 1;
“Site Specific EER”	as the context requires either the EER (when referring to the process by which there is determination as to whether the Owner is required to provide land and financial contribution to any Additional Primary FE or any Additional Secondary School FE(s)) or such process to determine such comparable obligation on the owner of the Adjacent Land in relation to the Adjacent Land Development;
“Social Networks”	the network of friends and family a person can rely on for friendship, advice and support;
“Social Rent”	rent so called and set by Government from time to time on a formula basis;

“Specialist Housing”	Dwellings that are not to form part of either the Approved Development Mix or the Development Balance for the purposes of any EER by virtue of being housing of a type that is not likely to be occupied by children (for example specialist senior living or student accommodation);
“SPD”	the Waterbeach New Town supplementary planning document adopted by the District Council on 6 February 2019;
“Sports and Leisure Centre”	a new facility to include a 4 court sports hall, a 4 lane swimming pool, large learner pool, 60 fitness stations and activity halls/changing rooms and parking or such smaller facility as may be agreed or Determined in a Sports and Leisure Centre Review;
“Sports and Leisure Centre Contribution”	the sum of £2,586,000 (two million five hundred and eighty six thousand pounds) for the purposes of construction of the Sports and Leisure Centre;
“Sports and Leisure Centre Land”	a parcel of land within the Town Centre to be identified in accordance with the Sports and Leisure Centre Strategy and being in area no larger than is necessary to accommodate the Sports and Leisure Centre;
“Sports and Leisure Centre Operator”	an operator of the Sports and Leisure Centre who may also be the developer of the same;
“Sports and Leisure Centre Review”	a review commencing from the Occupation of 4,000 Dwellings as to the nature size and specification of the Sports and Leisure Centre facility needed in the town centre on the Site this currently being required by this Deed as the Sports and Leisure Centre as herein defined on the assumption this is serving the Wider Site and a broader local community but which may be replaced by a smaller facility in the event the Adjacent Land or any relevant contribution from Adjacent Land does not come forward (or that sufficient funding in addition to the Sports and Leisure Centre Contribution is not available in any event) such review to take account of the availability of the Sports Hall and/or other sports facilities on the Wider Site to be undertaken by the District Council in collaboration with the Owner taking into account all relevant circumstances and producing an agreement (or Determination) that either the Sports and Leisure Centre as herein defined is still required or that a smaller facility is all that is required and if so the size and specification of that smaller facility;
“Sports and Leisure Centre Strategy”	a strategy for the delivery of the Sports and Leisure Centre taking account of the Sports and Leisure Centre Review (but acknowledging that the extent

of the Owner's obligation is to make available the Sports and Leisure Centre Land (on such terms as may be agreed between the Owner and the Sports and Leisure Centre Operator (or the District Council if it is to be the Sports and Leisure Centre Operator)) and to pay the Sports and Leisure Centre Contribution as a payment direct to the District Council unless it shall be agreed by the District Council that the equivalent of this financial contribution is embodied within the terms agreed with the Sports and Leisure Centre Operator and in accordance with the terms of such agreement should be paid directly to the Sports and Leisure Centre Operator) such strategy to include:

- (a) proposals for the identification of the Sports and Leisure Centre Operator;
- (b) proposals for the identification and reservation of funding available for the delivery of the Sports and Leisure Centre taking account of the availability of the Sports and Leisure Centre Contribution and any equivalent sum paid or to be paid by the Adjacent Landowner;
- (c) proposals for the identification of the Sports and Leisure Centre Land and for agreeing with the Sports and Leisure Centre Operator (or District Council if it is to be the Sports and Leisure Centre Operator) the terms on which the Sports and Leisure Centre Land is to be made available and the Sports and Leisure Centre delivered which together with the proposals regarding funding under (b) above are sufficient to give confidence to the District Council that the Sports and Leisure Centre will be delivered or committed to be delivered no later than the Occupation of 5,500 Dwellings; and
- (d) proposals for securing the agreement of the District Council to the operational details of the Sports and Leisure Centre including pricing and ongoing maintenance and management;

"Sport England Standards"

such relevant standards as shall be published from time by Sport England for the provision/construction of sporting and/or community facilities with sport elements (or its successor or replacement body);

"Sports Hall"

the sports hall on the Barracks Area and referred to in the 2017 Agreement or any Reasonable Alternative Facilities (as defined in the 2017 Agreement) for such sports hall;

“Sports Hall Improvement Works”	works to improve the facilities provided in the Sports Hall as are approved under Condition 26 and in relation to which the Owner is not required to expend more than the Sports Hall Improvement Works Cost Cap;
“Sports Hall Improvement Works Cost Cap”	the sum of £200,000 (two hundred thousand pounds);
“Sports Pavilions”	three pavilions (two of which are to be linked to an area of Strategic Open Space but any of which may be included in a building containing other facilities) to be Provided in accordance with the Approved Sports Pavilion Specification one of which is to be located near to the lake;
“Sports Pavilion Delivery Timetable”	<p>a timetable for the delivery of the Sports Pavilions so that the same shall be Provided by the following Trigger Events:</p> <ul style="list-style-type: none"> (a) the first Sports Pavilion (being the Sports Pavilion near the lake) no later than the Occupation of 1000 Dwellings; (b) the second Sports Pavilion prior to the Occupation of 1600 Dwellings; and (c) the third Sports Pavilion prior to the Occupation of 4800 Dwellings;
“Sports Pavilion Specification”	the specification to Sport England Standards for a Sports Pavilion approved as part of the relevant Reserved Matters Approval together with a breakdown of the anticipated cost for its construction and subject to the Community Building Cost Cap;
“Squash Courts”	the squash courts on the Barracks Area and referred to in the 2017 Agreement or any Reasonable Alternative Facilities (as defined in the 2017 Agreement) for such squash courts;
“Strategic Open Space”	those open spaces identified on the Parameter Plan and to be defined in Key Phases as part of the material submitted in accordance with Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases) and which are to contain Outdoor Sports and the Artificial Grass Pitch (the said material submitted for approval under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases) to include information on the Outdoor Sports including Sports Pitches to be included within that Key Phase);
“Sports Pitches”	as defined in the definition of “Outdoor Sports”;

“Stage 2”	the stage of the Links Protocol as set out in paragraph 4 of the Links Protocol;
“Station Permission”	the planning permission to be granted by the District Council (subject to determination of the application given reference number S/0791/18/FL) for the relocation of Waterbeach railway station and any amendment to the Station Permission by way of Section 96A of the Act or any subsequent planning permission issued to Section 73 of the Act or any substantially similar planning permission for the relocation of Waterbeach railway station and including any reserved matters and other approvals pursuant thereto;
“Strategic Transport Contribution”	the sum of £7,750,000 (seven million seven hundred and fifty thousand pounds) to be paid by Instalments as Residential Reserved Matters Areas come forward and to be used for the purpose of future strategic transport interventions to support the Development as broadly identified through the Ely to Cambridge Study;
“Stretham Roundabout Works”	works to widen the A10 northbound at the Stretham Roundabout in order to improve capacity at the junction in conformity with Drawing E;
“Submitted IRR”	has the meaning given in paragraph 4.9 of Annex C;
“Substantially Commence”	Practical Completion of at least 10% of the Dwellings within the relevant Key Phase;
“Table A”	as set out in Part 2 of Annex E;
“Table A Protocol”	means the protocol set out in Part 1 of Annex E;
“Table B”	as set out in Part 2 of Annex E;
“Target IRR”	20.0% IRR;
“Tenure Allocation”	within a Residential Reserved Matters Area Affordable Housing Scheme the identification of the tenure of each Affordable Housing Dwelling;
“Third Party”	an individual, company, charitable body, trust, association or any other body to which a Relevant Item may be transferred or leased to in whole or in part or which may be responsible for the management and maintenance of the Relevant Item but for the avoidance of doubt save for the Sports and Leisure Centre and any such Relevant Item or part thereof under the management of a Provider, Parish Council, Town Council, local authority or Health Provider there shall be no more than 2 Third Parties established for the permanent management

	and maintenance all of the Relevant Items unless agreed in writing by the District Council;
“Third Primary School”	the Primary School which is the third such School in time to be Identified and which is to be provided in up to 2 phases the first phase having 3 FE with a core for 4 FE including provision for 78 full time early years places and the second having (subject to the Primary EER) 1 further FE including provision for 26 full time early years places;
“Third Primary School Site”	the site Identified for the Third Primary School with a site area of not less than 3 hectares (but not including the relevant School Site Expansion Land);
“Toucan Crossing”	an at grade signalised staggered crossing of the A10 north of Car Dyke Road between the existing Waterbeach village and Waterbeach Road, Landbeach in conformity with Drawing K;
“Transport Assessment”	as provided for in Conditions 11 and 14 a transport assessment (or transport statement as the case may be) addressing that part of the Development proposed within a Further Key Phase (or development outside of a Key Phase as the case may be) and where relevant identifying the up to date transport monitoring, Vehicle Budget capacity and the transport measures (including any Additional Mitigation Measure) if any which are needed in order for that Further Key Phase to come forward;
“Transport Data”	real time data of movements on the local highway network (by all transport modes) collected and observed through the operation of ATC Equipment and any other monitoring equipment and the Transport Monitoring Scheme;
“Transport Enhancement Fund”	the fund provided for in the Transport Enhancement Fund Protocol being a fund held by the Owner and which is to be established with a starting balance of £1,500,000 (one million five hundred thousand pounds);
“Transport Enhancement Fund Balance”	as defined in paragraph 5 of the Transport Enhancement Fund Protocol;
“Transport Enhancement Fund Protocol”	as set out in Part 4 of Annex E;
“Transport Enhancement Measure”	subject to the remaining balance of the Transport Enhancement Fund from time to time and to be funded from the same any transport measure contained within a Transport Technical Note which shall not be an Early Transport Measure or Early Transport Contribution or any strategic transport

	measure but which may comprise works to the highway, a contribution or travel plan measures PROVIDED THAT any contribution that is a contribution in lieu of works or other measure shall be no more than is reasonable in order for the County Council to deliver the relevant works or measure (such sum to be Determined if not agreed);
“Transport Excess”	as defined in paragraph 10.1 of Annex C;
“Transport Excess Contribution”	a contribution payable by the Owner to the County Council towards transport mitigation relating to the Development in accordance with the provisions of Obligation 81 the amount of which shall be such of the value of any Transport Excess as is agreed by the Owner the District Council and the County Council at the relevant time (or is Determined) to be a fair and proportionate further contribution for the Owner to make to such matters (in addition to the Obligations in Schedule 6) taking account of all relevant circumstances at the time;
“Transport Monitoring Protocol”	the protocol set out in Part 6 of Annex E;
“Transport Monitoring Scheme”	<p>a scheme to be submitted to and to be Approved under Obligation 59 (or any variation of the same) by the County Council for monitoring arrangements in relation to all mode trips generated by the Development and to enable Transport Data to be collected and inform the operation of the Transport Monitoring Protocol such scheme to include:</p> <ul style="list-style-type: none"> a) the number and location of ATC Equipment b) a programme and sequence for the installation of ATC Equipment and any other monitoring equipment; c) a programme and sequence for the commencement of monitoring in any given location d) the principles to be applied to determining that monitoring may cease in any given situation; and e) the proposed reporting regime and format;
“Transport Technical Note”	a note approved under Obligation 57 or 58 and which may contain Transport Enhancement Measures or Additional Mitigation Measures and in the case of Transport Enhancement Measures shall contain Trigger Events for the same;
“Trigger Event”	in connection with an Obligation where the expression is used the relevant trigger event expressed in Dwellings Occupied (or as the case may be payment dates in the case of limb (e) below)

or otherwise as may be set out in any of the following:

- (a) in connection with Strategic Open Space in a Key Phase no later than the triggers set out in the Open Space Principles;
- (b) in connection with Sports Pavilions set out in the Sports Pavilion Delivery Timetable;
- (c) in connection with the Community Fund Guaranteed Contribution no later than the triggers set out in the Community Fund Guaranteed Contribution Payments Programme;
- (d) the School Site Call Notice Programme;
- (e) the School Payments Programme;
- (f) the School Site Identification Programme;
- (g) in connection with a Community Building as set out in the Community Building Delivery Timetable;
- (h) an Approved Residential Reserved Matters Area Affordable Housing Scheme;
- (i) in connection with the Sports Hall Improvement Works no later than first Occupation of the first Dwelling to be Occupied;
- (j) in connection with the Health Facilities Strategy in relation to the timing of making any Health Facilities Land Offer and/or any Health Facilities Contribution;
- (k) in connection with an Early Transport Measure or Early Transport Contribution as provided for in the Table A Protocol or in the case of any Early Transport Contribution in Table B as provided for in Table B; and
- (l) in connection with a Transport Enhancement Measure as provided for in the relevant Transport Technical Note it being acknowledged that the County Council may on recommendation from the TSRG agree that a Transport Enhancement Measure can be delivered later than the Trigger Event given in the relevant Transport Technical Note

in each case as reviewed or agreed by the District Council or the County Council as the case may be

	to be varied and the expressions “Trigger” and “Trigger Number” shall be construed accordingly;
“TSRG/ Transport Strategy Review Group”	the group to be established and to operate as provided for in Part 2 of Annex I;
“Value Payment”	a payment from the Owner to the Adjacent Landowner arising from and in respect of any grant(s) of rights by the Adjacent Landowner to the Owner;
“Value Receipt”	a payment from the Adjacent Landowner to the Owner arising from and in respect of any grant(s) of rights by the Owner to the Adjacent Landowner;
“Vehicle Budget”	as the context requires either the AM Budget or the PM Budget (or the AM Budget in combination with the PM Budget) but in any event the total external (outbound and/or inbound as relevant) vehicle trip generation from the Development the Exceedance of which is relevant to the operation of the Transport Monitoring Protocol;
“Waste Contribution”	<p>a contribution payable in relation to a Residential Reserved Matters Area to be calculated as follows (subject to the District Council’s relevant policy prevailing at the time the said contribution is required to be paid and in relation to which the Owner and the District Council may agree a different basis for the calculation of the relevant payment and any indexation):</p> <ul style="list-style-type: none"> (a) £61.67 per Dwelling in the relevant Residential Reserved Matters Area towards refuse collection vehicles (“Waste Contribution A”); and (b) a sum per Dwelling in the relevant Residential Reserved Matters Area towards household waste receptacles calculated based on the Dwelling mix in the relevant Residential Reserved Matter on the basis of £225 per standard house (on the basis of 3 bins at £75 each) (“Waste Contribution B”) and £160 per flat (based on a 2 bed flat) (“Waste Contribution C”);
“Waterbeach Station Improvements”	such works at the existing Waterbeach Station as may be called for by the County Council as reasonably required to improve footpaths and cycle storage (to the extent not covered by Waterbeach Station Contribution A) the cost of which together with the cost of providing the works required under Condition 30 is not to exceed £350,000 (three hundred and fifty thousand pounds);

“Waterbeach Station Contribution A”

the sum of up to £1,000,000 (one million pounds) for the purposes of Network Rail delivering such improvements to the existing Waterbeach Station as the District Council considers necessary to be payable by the Owner to the District Council subject to the relevant condition specified in Table B and which sum is FOR THE AVOIDANCE OF DOUBT inclusive of any and all associated costs and/or professional fees incurred in relation to such improvements;

“Waterbeach Station Contribution B”

the sum of up to £500,000 (five hundred thousand pounds) being a contribution to the cost incurred by Network Rail of providing staff to supervise the level crossing at the existing Waterbeach Station in the absence of there being delivered an improved level crossing with full length barrier to be payable by the Owner to the District Council subject to the relevant condition specified in Table B and which sum is FOR THE AVOIDANCE OF DOUBT inclusive of any and all associated costs and/or professional fees incurred in relation to such staff provision;

“Wider Site”

together the Site and the Adjacent Land;

“Working Day”

any day other than a Saturday, a Sunday, New Year's Day, Christmas Day, Good Friday, the first Monday in May or a day which is a bank holiday in England under the Banking and Financial Dealings Act 1971.

2 Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph, Schedule, Annex (or Part), Appendix or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule, Annex (or Part), Appendix or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 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 and any reference to a policy of the District Council or the County Council shall refer to any replacement of such policy current at the relevant time.
- 2.5 Subject to the provisions of this Deed references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party in relation to the Site or part thereof to which any relevant Obligation relates

and in the case of the District Council and County Council the successors to their respective relevant statutory functions.

- 2.6 The headings and contents list are for reference only and shall not affect construction.
- 2.7 Where in any Schedule or Annex or Part of a Schedule or Annex reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or Annex or (if relevant) Part of a Schedule or Annex.
- 2.8 Words denoting an Obligation on a party to do an act matter or thing include an Obligation to procure that it be done.
- 2.9 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 2.10 Where reference is made in this Deed to a Use Class this means a class within the Town and Country Planning (Use Classes) Order 1987 (as amended) or the nearest equivalent use class in any modification thereof at the relevant time.
- 2.11 For the purposes of interpreting this Deed reference may be had to the Planning Permission.
- 2.12 The defined terms within the Links Protocol are intended to be standalone within the Links Protocol (but nevertheless subject to this clause 2) only save that where any are used elsewhere in this Deed they shall have the same meaning as in the Links Protocol unless the context requires otherwise PROVIDED THAT the expression "Determined" is intended to have a different meaning in the Links Protocol from the rest of this Deed subject to any specific reference otherwise.

3 Legal basis

- 3.1 The covenant(s) given by the Owner under clause 5 of this Deed create planning Obligations under Section 106 of the Act and are enforceable by the District Council or the County Council as the case may be against the Owner and persons deriving title from the Owner in relation to the Site subject to the terms of this Deed.
- 3.2 The covenants given by the District Council and the County Council under clauses 6 and 7 respectively are given under Section 111 of LGA 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling for the benefit of the Owner and the Owner's successors in title to the Site.
- 3.3 With respect to the covenants given by the Owner under clause 5 the land to which the Obligations relate shall be the Site but subject to the provisions of clause 4.
- 3.4 The covenant given by the Primary Owner in clause 20 is a covenant with the District Council entered into under Section 111 of the LGA 1972 and is not a covenant to which the effect of Section 106 of the Act applies.
- 3.5 Save as necessary to allow successors in title of the Owner to enforce covenants given by the District Council or the County Council and subject to the provisions of clause 23 no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

4 Effect of this Deed

4.1 Subject to the remaining provisions of this clause 4:

4.1.1 the effect of this Deed is conditional upon the grant of the Planning Permission save for the provisions of clause 5 which shall not take effect until the Commencement of Development; and

4.1.2 until such time that in relation to a particular Obligation the provisions of clause 4.2 take effect each Obligation shall relate to and be enforceable in relation to the Site (and until such time will be binding on the Owner and its successors in title).

4.2 Each Obligation is set out within a table within Schedule 2 – Schedule 10 inclusive and subject to any provisions regarding the extent or applicability of any Obligation as may be set out at the beginning of any Schedule or Part thereof it is agreed that subject to clause 4.3 and clause 4.7:

4.2.1 in each case the Obligation shall be as set out in the second column of the relevant table and its reference number shall be as set out in the first column;

4.2.2 as provided in clause 4.1.2 all of the Obligations shall relate to and be enforceable in relation to the entire Site until in relation to any particular Obligation the event described in the fourth column of the relevant table (“**Event**”) occurs then in relation to the land (which may be all or part of the Site) Identified and described in the third column of the relevant table (“**Land Bound**”):

(i) the said Land Bound shall be land to which the Obligation relates and in relation to which that Obligation is enforceable separately from the rest of the Site (and for the avoidance of doubt where the Land Bound is part only of the Site it is agreed that after the Event the relevant Obligation shall relate only to and be enforceable only in relation to the Land Bound and not the entire Site);but

(ii) where more than one such part shall be so Identified or is capable of being so Identified in relation to the said Obligation the relevant Obligation shall relate to and be enforceable in respect of each such part separately.

4.3 Where under clause 4.2.2 the Land Bound is part only of the Site:

4.3.1 such Land Bound shall from the time of the relevant Event and in relation to the relevant Obligation:

(i) cease to be included within the Site for the purposes of clause 4.1.2; and

(ii) only be land to which the relevant Obligation relates as a consequence of the operation of clause 4.2.2; and

4.3.2 the rest of the Site shall from the time of the relevant Event continue to be land to which the relevant Obligation relates for the purposes of clause

4.1.2 subject however to the operation of clause 4.2.2 when further Events arise in relation to other Identified land.

4.4 In relation to each Obligation all or part of Site or as relevant the Land Bound pursuant to clause 4.2.2 shall cease to be land to which the said Obligation relates and in relation to which the said Obligation is enforceable ("**Land Released**") with effect from the event specified in the sixth column ("**Release Event**") and in those circumstances the Land Released shall no longer be or form part of the Land Bound (including the Site) for the purposes of that Obligation PROVIDED THAT:

4.4.1 Release Events operate independently of each other but are cumulative and shall have effect in the order in which they occur in the course of the Development;

4.4.2 the Land Released shall be as Identified and described in the fifth column of the said table save for any part thereof which at the time of the Release Event shall no longer be land to which the relevant Obligation relates and in relation to which that Obligation is enforceable as a result of a previous Release Event in relation to that part; and

4.4.3 in relation to any Obligation which contains a Trigger Number notwithstanding the effect of this clause 4.4 which release land from that Obligation:

(i) any Dwellings within the Land Released shall continue to be included in the counting of that Trigger Number; and

(ii) the said Obligation shall (until discharged) remain as requiring to be performed and capable of enforcement in relation to any Land Bound save for Land Released in relation to it.

4.5 It is agreed that an intended consequence of the effect of clauses 4.2 - 4.4 is that in relation to each Obligation the liability of any person as to the performance of that Obligation:

4.5.1 is not joint as between Owners across the Site and persons deriving title from the Owners; but

4.5.2 Obligations which according to Schedule 2 – Schedule 10 inclusive are to relate to and be enforceable in respect of separate parts of the Site pursuant to clause 4.2.2 may be enforced against the Owners of the relevant Land Bound save for those Owners of Land Released for the purposes of Obligations in relation to which clause 4.4 shall have had effect and subject further to clause 4.7

PROVIDED THAT where in relation to any such Land Bound (but excluding any Land Released) more than one person shall be the Owner of the said land those persons shall be jointly and severally liable as between themselves for the performance of the said Obligation in relation to that Land Bound.

4.6 Without prejudice to the operation of section 106A of the Act where an Obligation shall under the terms of this clause 4 relate to part of the Site separately from the rest of the Site:

- 4.6.1 the persons against whom the Obligation may be enforced in relation to the said part of the Site are the persons who along with the District Council and/or the County Council as the case may be may effect a modification or discharge of the said Obligation by deed PROVIDED THAT for the avoidance of doubt such modification or discharge shall only have effect in relation to the Obligation as it relates to the said part and where the said part owned by such Owner is directly or indirectly affected by any such modification or discharge; and
- 4.6.2 any defined term which relates to any such Obligation together with any Annex (or Part thereof) as may be relevant thereto shall have effect and apply separately in relation to each such part.
- 4.7 In order that no Obligation shall be enforceable against any statutory undertaker or other person who acquires part of the Site or an interest therein for the purposes of the supply of a Service no Obligation shall relate to or be enforceable in respect of such part of parts of the Site as may be comprised within:
 - 4.7.1 the freehold interest transferred;
 - 4.7.2 the leasehold interest granted; nor
 - 4.7.3 the legal interest created by the grant of an easement for a Service
 in each case to such statutory undertaker or other person of Service Land.

5 The Owner's covenants

- 5.1 Subject to clause 4 the Owner covenants with the District Council unless otherwise agreed to observe and perform the SCDC Obligations.
- 5.2 Subject to clause 4 the Owner covenants with the County Council unless otherwise agreed to observe and perform the CCC Obligations.

6 The District Council's covenants

- 6.1 The District Council covenants with the Owner as set out in Part 1 of Schedule 11.

7 The County Council's covenants

- 7.1 The County Council covenants with the Owner as set out in Part 2 of Schedule 11.

8 Protection for Chargees

- 8.1 The provisions set out in this Deed shall not be binding on a Chargee of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such Chargee provided that:
 - 8.1.1 the Chargee will notify the District Council in writing immediately it has an enforceable power of sale;
 - 8.1.2 such Chargee shall thereafter give written notice to the District Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Provider or to the District Council for a consideration

not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 8.1.3 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Dwellings free from the provisions in Schedule 3 of this Deed which provisions shall determine absolutely in relation to such Affordable Housing Dwellings

9 Release

- 9.1 No person shall be liable for any breach of any of the Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part to which the relevant Obligation relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.2 The provisions of this clause 9 are in addition to the operation of clause 4.

10 Verification and enforcement

- 10.1 The Owner permits the District Council and the County Council and their properly authorised agents and/or employees to enter at all reasonable times and having given reasonable notice onto relevant parts of the Site to which any Obligation relates and is enforceable against in order to verify whether any such Obligation has been observed or performed and the progress of performance of any such Obligation.

11 Dispute provisions

- 11.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed (excluding points of law and legal interpretation and also further excluding any matters that fall to be determined pursuant to the Links Protocol which itself makes separate provision for expert determination SAVE FOR any dispute between the Owner and the District Council as to whether the Owner 2 Protocol Notice that may be notified to the Owner pursuant to the Links Protocol is sufficient for the purposes articulated under clause 23 of this Deed such dispute to be determined under this clause 11) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications and having at least 15 years relevant experience to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.2 In the absence of agreement as to the appointment or suitability of the person to be appointed under clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the appropriate type of specialist or the identity of the relevant expert as the case may be such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 11.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is to be reached and communicated to the relevant parties within any timetable agreed by the parties but in the absence of such agreement within a timetable to be set by the expert being the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days after the conclusion of any hearing that takes place or twenty (20) Working Days after he has received what he regards as the final written representation from the parties (the expert having the power to decline to consider representations arriving late).
- 11.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.
- 11.5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

12 Miscellaneous

- 12.1 The Owner shall pay to the District Council and to the County Council on completion of this Deed the respective reasonable legal costs of the District Council and the County Council incurred in the negotiation, preparation and execution of this Deed.
- 12.2 This Deed shall be registrable as a local land charge by the District Council.
- 12.3 Where however expressed the agreement, acceptance, approval, Approval, consent, confirmation, notification, consideration, demand, determination or expression of satisfaction is required by the Owner from or provided to be made with the District Council and/or the County Council under the terms of this Deed such agreement, acceptance, approval, Approval, consent, notification, confirmation, consideration, demand or expression of satisfaction shall not be unreasonably withheld or delayed and may be subject to Determination whether so stated herein or not (as may any question as to whether information reasonably necessary for any Approval has been provided) and where the matter for agreement (however expressed) relates to the consideration by the District Council or the County Council of an alternative mitigation to or an alternative Trigger for mitigation provided by an Obligation the District Council or the County Council shall base its determination on the impact of any alternative mitigation or Trigger so as to ensure necessary mitigation secured by the relevant Obligation is provided when needed
- 12.4 Any agreement, acceptance, consent, approval, Approval, confirmation, notification, consideration, demand or expression of satisfaction referred to in clause 12.3 shall be given on behalf of:
- 12.4.1 the District Council by or on behalf of the Assistant Director of Delivery or replacement post; and
- 12.4.2 the County Council by or on behalf of the Assistant Director of Infrastructure and Growth or the County Council's appointed solicitors as notified
- (or as may otherwise be notified).

- 12.5 Any notices or notifications shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party and;
- 12.5.1 in relation to the District Council if sent by recorded delivery to the relevant officer stated in clause 12.4 or to any appointed solicitor if the Owner shall have first been notified of such appointment;
- 12.5.2 in relation to the Owner if sent by recorded delivery to;
- (i) Caroline Foster at Urban&Civic Waterbeach Limited at 50 New Bond Street, London W1S 1BJ and Julia Foster at David Lock Associates at 50 North Thirteenth Street, Central Milton Keynes MK9 3BP or such other person as may from time to time be notified by the Owner; or
- (ii) such other person as the Owner may nominate ("**Nominee**") or who is nominated by a Nominee authorised by or through the Owner to so nominate; and
- 12.5.3 in relation to the County Council if:
- (i) sent by recorded delivery to the relevant officer stated in clause 12.4 (with a copy sent by email to Andrew.preston@cambridgeshire.gov.uk) or to any appointed solicitor if the Owner shall have first been notified of such appointment; and
- (ii) in the case of any notices or notifications in respect of any School, School Site or Identification of a School Site or the Post 16 Facility to PlacePlanningReferrals0-19@cambridgeshire.gov.uk and the County Council representative on the ERG.
- 12.6 Where any monies are required to be refunded to the Owner pursuant to Schedule 11 the Owner in any such circumstances shall be the paying party or its Nominee for such purpose or as may be otherwise notified by the Owner.
- 12.7 Following the performance cessation of effect or satisfaction of all the Obligations the District Council shall upon reasonable written request effect cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 12.8 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.
- 12.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure (save for such provided in Section 96A of the Act) or expires prior to the Commencement of Development.
- 12.10 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 but if following an application under section 73 of the Act to vary or release any condition contained in the Planning

Permission the Owner the County Council and the District Council agree in writing the covenants and provisions of this Deed shall be effective and apply in equal terms to the new planning permission (unless in determining the said section 73 application the District Council requires (or receives a request from the County Council for) a separate deed under section 106 of the Act to secure relevant planning obligations relating to the new planning permission).

- 12.11 Nothing contained or implied in this Deed nor any obligations imposed on the District Council or the County Council shall prejudice fetter or affect the rights discretions powers duties and Obligations of the District Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 12.12 The District Council is satisfied that each Obligation contained within this Deed complies with the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 and the parties agree is necessary to meet the specific needs and requirements of the Development.
- 12.13 The table in Annex M ("Purposes of Contributions") is acknowledged by the parties to be a summary of the financial contributions payable in accordance with the terms of this Deed but FOR THE AVOIDANCE OF DOUBT has been included as a reference aid only and is not intended to assist with the interpretation of the terms of this Deed and further forms no part of any of the operative parts of this Deed.

13 Waiver

- 13.1 No waiver (whether expressed or implied) by the District Council (or the County Council or 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 District Council (or the County Council or Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

14 Mortgagee in possession

- 14.1 Any mortgage or charge over the Site or any part of it created following completion of this Deed shall take effect subject to this Deed PROVIDED THAT any such mortgagee or chargee with an interest in the Site from time to time shall have no liability under this Deed unless it takes possession of the Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the Obligations as if it were a person deriving title from the Owner.

15 Indexation

- 15.1 Unless otherwise expressly stated all financial contributions (and other sums) set out in the Indexation Table shall be increased by the Indexation Factor in accordance with the Indexation Table but FOR THE AVOIDANCE OF DOUBT this shall not apply to:
- 15.1.1 the Offsite Affordable Housing Contribution (in relation to which indexation may be separately provided for in any Key Phase Affordable Housing Delivery Plan for a Further Key Phase);
- 15.1.2 School Payments F1, F2, G1, G2, H1, H2 and H3 (on the basis that these payments will be calculated with reference to the School Payment F Cap, the School Payment G Cap and the School Payment H Cap respectively following the relevant EER;

- 15.1.3 the Strategic Transport Contribution or any Instalment (on the basis that payment of the same shall be calculated with reference to the Multiplier which itself is the subject of indexation under this Deed);
 - 15.1.4 the Waste Contribution (and its component parts) which sums are updated from time to time in relevant local policy; and
 - 15.1.5 any Additional Strategic Transport Contribution.
- 15.2 The District Council and the County Council agree with the Owner to act diligently and to use Reasonable Endeavours to ensure that provisions are included within the Adjacent Land Agreement such that the Adjacent Land Library Contribution and any contribution from the Adjacent Land Owner towards the Sports and Leisure Centre and to the Health Facilities are appropriately indexed so as to retain their value based on BCIS.
- 15.3 The County Council covenants with the Owner and the District Council to notify the Owner and the District Council of each School Contract Date as soon as reasonably practicable.
- 15.4 The Owner, the District Council and the County Council covenant with each other respectively to act in good faith in relation to all matters concerning Indexation including in particular any decision making relevant to the occurrence and/or timing of Indexation Point A and/or Indexation Point B in relation to any financial contribution (or other sum) set out in the Indexation Table it being acknowledged that no Party should accelerate or delay the occurrence and/or timing of any Indexation Point A and/or Indexation Point B to an extent which adversely effects the Owner (in terms of cost burden).

16 Interest

- 16.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

17 VAT

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

18 Jurisdiction

- 18.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

19 Community Infrastructure Levy

- 19.1 If after the date of this Deed there shall be payable any tax charge or levy related to the Development or the Planning Permission or any Reserved Matters Approval (whether by way of Community Infrastructure Levy or other equivalent/replacement tax charge or levy) and the Owner is required to pay a sum to any person which would duplicate or overlap with any Obligation imposed by this Deed then the Parties agree that such Obligation(s) shall if agreed in writing by the District Council or as the case may be the County Council be taken as satisfied to the extent necessary to ensure that taking account of the said tax charge or levy does not duplicate or overlap to an extent greater than as provided in this Deed.

20 Information Covenant

20.1 The Primary Owner agrees with the District Council as follows:

- 20.1.1 that it will be responsible for collating all information and evidence reasonably required for the Inputs (from whichever person shall have that information or evidence) as is required to prepare the Project Appraisal for the Review Process and the annual Project Appraisal required as part of the Monitoring Scheme;
- 20.1.2 where it disposes of any interest to a Key Phase Developer or other Owner (save for the Owner of any Exempt Unit) and further save where information relating to the disposal is provided or to be provided pursuant to the Monitoring Scheme it will secure within the disposal documentation the Information Covenant and further such covenant shall require that all subsequent purchasers from that Key Phase Developer or other Owner (save for the Owner of any Exempt Unit) shall also provide the Information Covenant in relation to any subsequent disposal;
- 20.1.3 where the Primary Owner is not the Key Phase Developer it shall make available all information or evidence required for the Inputs to enable such Key Phase Developer to prepare the Project Appraisal as referred to in the Review Process as required in accordance with the provisions of this Deed;
- 20.1.4 that it will be responsible for preparing, managing and complying with the Monitoring Scheme; and
- 20.1.5 where it intends to dispose of its entire interest in the Site it shall first procure from an appropriate Owner a covenant given by that Owner to the District Council (the District Council to Approve the giving of the said covenant by such Owner) ("**New Primary Owner Covenant**") that such Owner be contractually bound by this clause 20 and agrees to comply with its provisions (save for any changes as may be agreed between the said Owner and the District Council at the time) and upon the New Primary Owner Covenant being given as part of or contemporaneously with such disposal that Owner shall become the Primary Owner for the purposes of this clause 20.1 in place of the person who was the Primary Owner immediately before the giving of that New Primary Owner Covenant.

21 Completion of Monitoring

21.1 Without prejudice to clause 12.7 and in relation to Obligation 90 and/or 91 the Owner may request that the District Council and the County Council agree a Notice of Completion of Monitoring:

- 21.1.1 when all Obligations have been performed save for any which are stated to be ongoing Obligations;
- 21.1.2 at a time when the Obligations remaining to be performed do not warrant the continued payment of the Monitoring Contribution and/or continued carrying out of the activities set out in the Monitoring Scheme; or
- 21.1.3 in other circumstances agreed between the Owner, the District Council and the County Council

and upon the District Council and the County Council being satisfied that such Notice of Completion of Monitoring can properly be issued they shall issue one.

22 Notice of Release

- 22.1 On the application of the Owner the District Council and the County Council may agree subject to clause 22.2 below that any part of the Site may be released from the Obligations of this Deed, whereupon the District Council and the County Council shall issue a Notice of Release to the Owner.
- 22.2 The issue of a Notice of Release is at the reasonable discretion of the District Council and the County Council and is subject to the District Council and the County Council first being satisfied that there are no Obligations which should continue to bind that part of the Site which is the subject of an application for a Notice of Release and which in the reasonable opinion of the District Council and/or the County Council are not adequately addressed in the terms of the relevant Notice of Release or otherwise.
- 22.3 On the District Council and County Council being satisfied a Notice of Release may be issued on the date of issue of such Notice of Release the relevant part of the Site shall from that date no longer be land to which this Deed relates and in relation to which the Obligations of this Deed are enforceable.
- 22.4 Any notice issued under clause 22.1 above shall be substantially in the form set out in Annex K to this Deed to include detail relevant to circumstances as the time unless otherwise agreed between the Owner the District Council and the County Council.

23 Application of the Contracts (Rights of Third Parties) Act 1999

- 23.1 It is agreed between the Owner the District Council and the County Council that subject to the rest of this clause 23 the Adjacent Landowner shall have the benefit of the Owner's covenant to observe and perform the Links Protocol as it applies to and in terms requires performance by the Owner and this includes the Adjacent Landowner having the right to participate in the exercise described in the Links Protocol and to enforce the same as therein provided including the right to refer matters to the Expert Surveyor as therein provided ("**the Adjacent Landowner's Right**")
- 23.2 The Adjacent Landowner's Right only arises once all of the following are satisfied;
- 23.2.1 the Planning Permission has been granted and is free from challenge including the final determination of any challenge leaving the Planning Permission in place;
- 23.2.2 save as provided for in clause 23.4 the Adjacent Landowner secures the Adjacent Land Permission and that permission is free from challenge including the final determination of any challenge leaving the said permission in place; and
- 23.2.3 the Adjacent Land Agreement (or a document which when completed falls within the definition of the Owner 2 Protocol Notice for the purposes of the Links Protocol) contains provisions equivalent to the Links Protocol requiring the Adjacent Landowner to observe and perform the same and enabling the Owner to take the benefit of the same and enforce the same against the Adjacent Landowner with like rights being granted to the Owner as are provided to the Adjacent Landowner in this clause 23.

- 23.3 The Adjacent Landowner's Right is further subject as follows:
- 23.3.1 the Adjacent Landowner may only enforce the Adjacent Landowner's Right by following the procedure set out in the Links Protocol and referring the matter to the Expert Surveyor;
 - 23.3.2 the Adjacent Landowner's Right is not assignable to any other person;
 - 23.3.3 the Owner the District Council and the County Council may agree deeds of variation or discharge to this Deed without the consent of the Adjacent Landowner or the need to include the Adjacent Landowner as a party but for the avoidance of doubt this shall not include material variations to or which materially affect this clause 23 and/or the Links Protocol unless the equivalent provisions in the Adjacent Land Agreement (or other said formal written contract) are also to be varied simultaneously to incorporate the same/equivalent amendments and/or variation (unless the District Council is otherwise satisfied that any such amendment or variation can reasonably be made without the need to be replicated in the Adjacent Land Agreement); and
 - 23.3.4 no other part of this Deed other than the provisions of the Links Protocol (including for the avoidance of doubt the Link Road Arrangements and the ability for the District Council to serve a Link Road Call Notice) are enforceable by nor are intended to benefit the Adjacent Landowner.
- 23.4 Notwithstanding the requirement in clause 23.2 for the Adjacent Landowner to have secured the Adjacent Land Permission free from challenge leaving the same in place before the Adjacent Landowner can exercise the Adjacent Landowner's Right this restriction does not apply to the Scoping Stage or Stage 2 of the Links Protocol such that the Adjacent Landowner may, subject to the rest of this clause 23, require the Owner to participate in the Scoping Stage and/or Stage 2 as provided for in the Links Protocol.
- 23.5 Reference in this clause 23 to the Adjacent Land Permission shall also include reference to the Station Permission.
- 23.6 Except as provided and as set out in the rest of this clause 23 above and save for successors in title, none of the provisions of this Agreement are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement nor shall a person who is not named as a party to this Agreement have the right to enforce any term of this Agreement pursuant to that Act.

24 Delivery

- 24.1 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 Parties hereto have executed this Deed on the day and year first before written.

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Schedule 1

Part 1 – Site

All those pieces of parcels of land comprised in the following title numbers and described therein and shown for indicative purposes only edged red on the Site Plan:

CB281923 being Waterbeach Army Barracks, Waterbeach;

P174480 being Land at Winfold Farm, Waterbeach, Cambridge;

CB282999 being Waterbeach Army Barracks, Waterbeach; and

CB283039 being Waterbeach Army Barracks, Waterbeach.

Part 2 – Development

Outline planning application for up to 6,500 dwellings (including up to 600 residential institutional units), business, retail, community, leisure and sports uses; a hotel; new primary and secondary schools; green open spaces including parks, ecological areas and woodlands; principal new accesses from the A10 and other points of access; associated infrastructure, groundworks and demolition; with all matters reserved except for the first primary junction from the A10 and construction access from Denny End Road.

Part 3 - Plans

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NOTES
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- KEY:
- Land bound by s106 Agreement
 - Barracks Area
 - 2 Rifle Range Building
 - Papworth Land



John

JK

01	Drawing revised	DB	JK	200619
00	Drawing created	DB	JK	190603
REV	DESCRIPTION	BY	CHK	DATE

FOR INFORMATION

Secretary of State for Defence
Urban & Rural

Waterbeach
Barracks and Airfield
Site Plan

DRAWING NUMBER / REVISION
1330 GA 010010 01

SCALE
1:5000 @A1 1:10000 @A3

DATE / DRAWN BY / CHECKED BY
190603 DB / JK

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CAMBRIDGE
RESEARCH PARK

A10 (ELY ROAD)

DENNY END ROAD

A10 (ELY ROAD)

WATERBEACH VILLAGE



0m 500m 1km

NOTES
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KEY:
 RLW OPA site

REV	DESCRIPTION	BY	CHK	DATE
00	Drawing created	DB	JK	190709

FOR INFORMATION

Secretary of State for Defence
Urban & Civic

Waterbeach
Barracks and Airfield:
Adjacent Land Plan

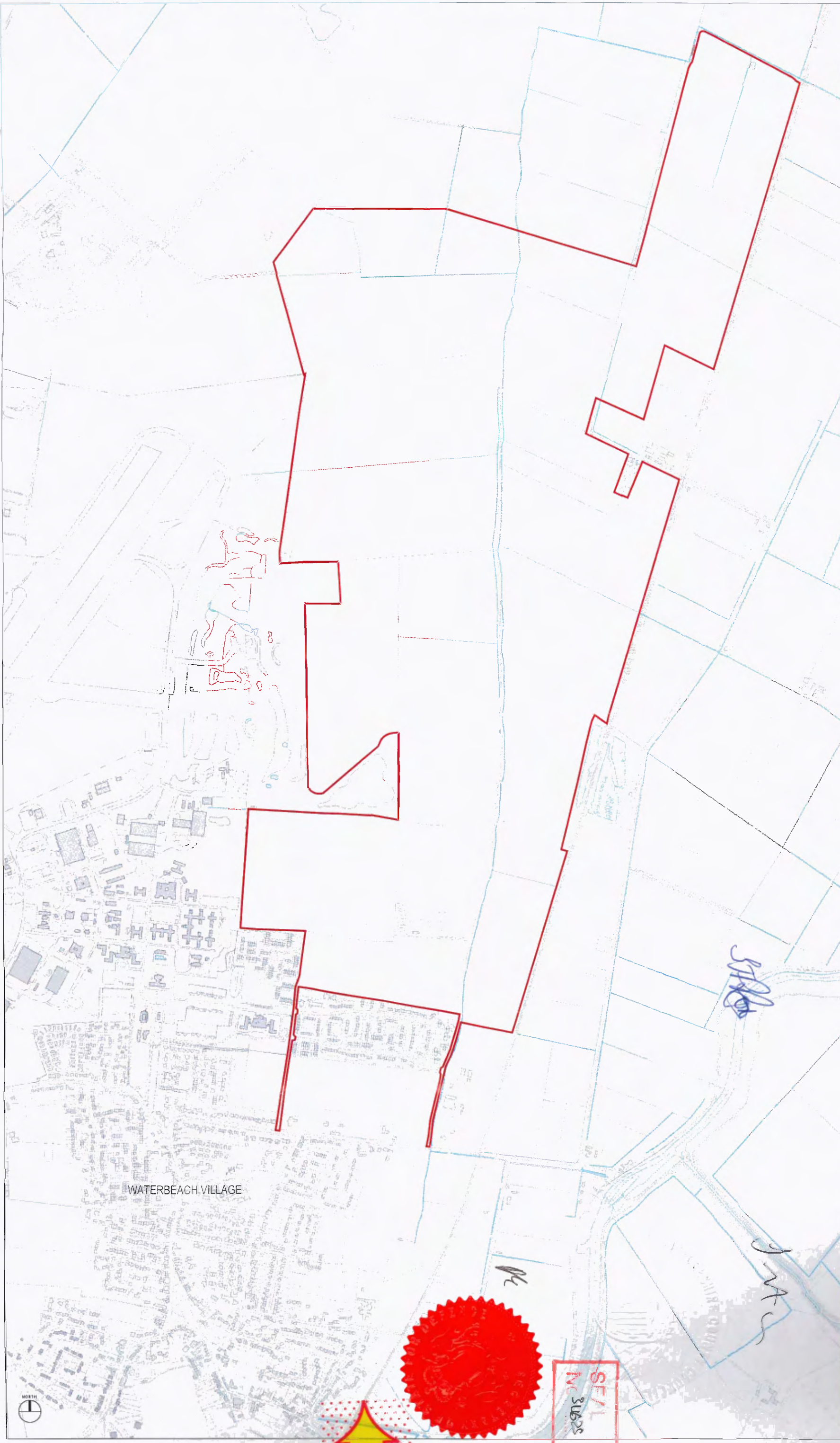
DRAWING NO. / REVISION
1330 GA 010011

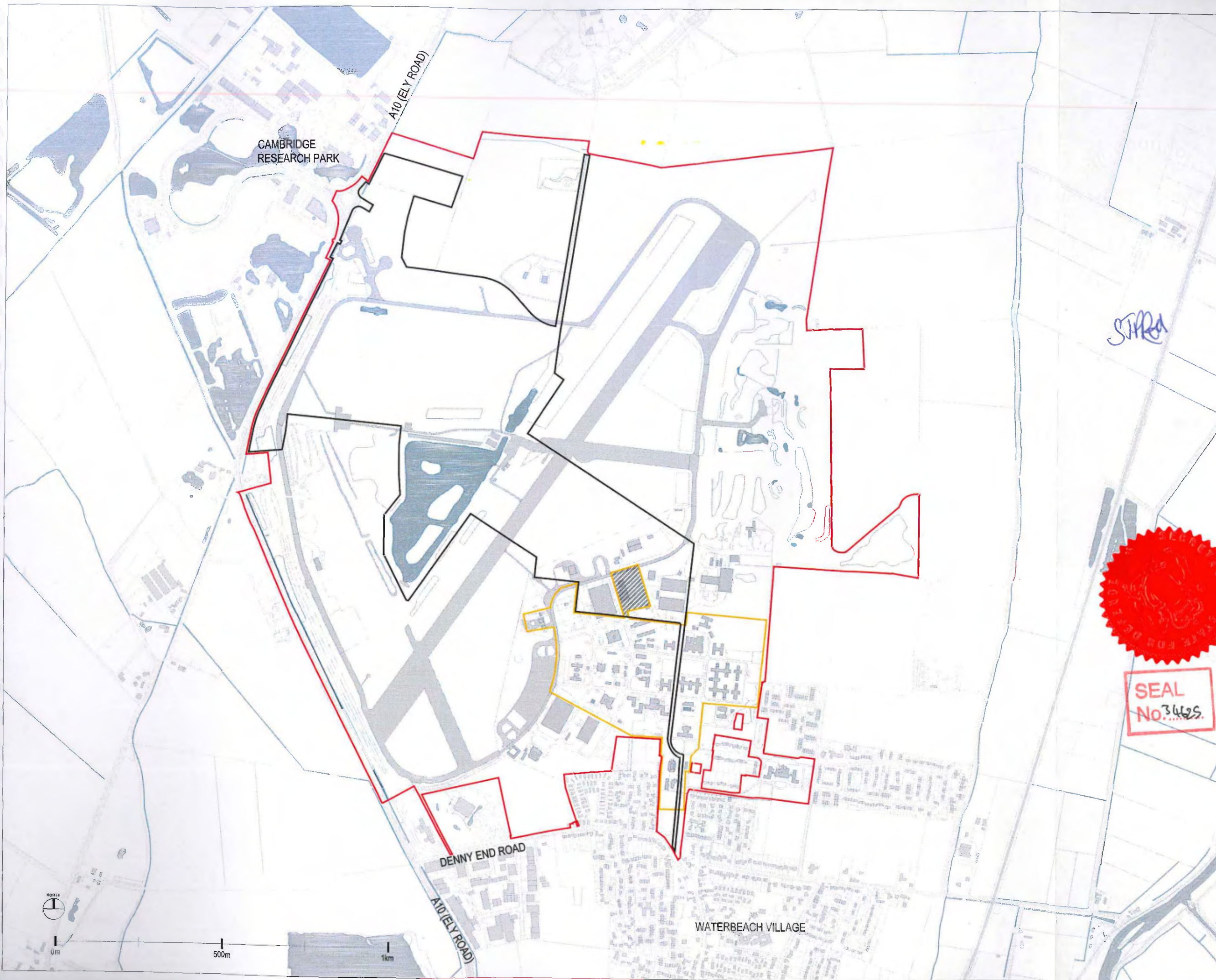
SCALE
1:5000 @A1 1:10000 @A3

DATE / DRAWN BY / CHECKED BY
190709 DB / JK

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KEY:
Application site boundary
Key phase 1
Barracks refurbishment and re-use area
Existing Sports Hall to be integrated into masterplan



Justin

JK

02	Revision	CK	JK	180509
01	Revision	DB	JK	170201
00	Drawing created	DB	JK	161129
REV	DESCRIPTION	BY	CHK	DATE

FOR APPROVAL

Secretary of State for Defence
Urban&Civic

Waterbeach
Barracks and Airfield:
Early Delivery Plan

DRAWING NUMBER / REVISION
1330 GA 010003 02

SCALE
1:5000 @A1 1:10000 @A3

DATE / DRAWN BY / CHECKED BY
180509 CK / JK

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Part 4 – the draft Planning Permission

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Schedule 2

Education

Part 1 – Schools

Ref	Obligation	Land Bound	Event	Land Released	Release Event
1	Save as may be agreed with the County Council not to Commence a Key Phase in relation to which the material Approved under Condition 10 or Condition 11 provides for a School to be delivered within that Key Phase until there shall have been Approved by the County Council or Determined the School Site within the Regulatory Plan for that Key Phase	The Site	Commencement of Development	The Site	Approval by the County Council (or Determination) of the final School Site
				Each Key Phase	Approval by the County Council or Determination of the School Site within the Regulatory Plan for the relevant Key Phase
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
2	To Identify and submit to the County Council for Approval the Identification of each School Site (including where relevant any related School Site Expansion Land) in each case no later than the relevant Trigger Event set out for the same in the School Site Identification Programme	The Site	Commencement of Development	The Site	In relation to each such School Site its Identification and the County Council's Approval of the same
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
3	In the event the County Council does not Approve the Identification of a School Site pursuant to Obligation 2 above (such Approval not to be unreasonably withheld or delayed) to further Identify and resubmit to the County Council for Approval the Identification of that School Site (including where relevant any related School Site Expansion Land)	The Site	Commencement of Development	The Site	In relation to each such School Site its Identification and the County Council's Approval of the same
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	until the County Council has Approved the same				
4	In relation to any School Site in relation to which a Trigger Event by reference to the Occupation of Dwellings is set out in the School Site Identification Programme not to Occupy more Dwellings than the relevant Trigger Event until that School Site has been Identified and that Identification has been submitted for Approved to the County Council	The Site	Commencement of Development	The Site	In relation to each such School Site Identification of the same
				Each Residential Reserved Matters Area	Occupation of all Market Dwellings within the relevant Residential Reserved Matters Area
				Any part of the Site disposed of to a Provider	The first date when that part of the Site is disposed of to a Provider
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
5	Where a School Site (other than School Site Expansion Land) is Identified to Reserve the relevant School Site in accordance with the School Site Specification	The relevant School Site	Identification of the relevant School Site	The relevant School Site	The first to occur of: a)transfer of the relevant School Site to the County Council; b)non acceptance by the County Council of a relevant School Site Offer within the relevant 12 month open period (or as agreed to be extended) ; and c)confirmation from the County Council in writing that the relevant School Site is no longer required and can be released
				Each Reserved Matters Area (save in relation to the relevant Primary School Site)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
6	Where a School Site is Identified and the relevant Key Phase Delivery Plan provides for the said School Site to be capable of expansion by the addition of relevant School Site Expansion Land to Reserve the relevant School Site Expansion Land in accordance with the School Site Specification but subject to any relevant confirmation from the County Council	The relevant School Site Expansion Land	Identification of the relevant School Site Expansion Land	The relevant School Site Expansion Land (or part thereof)	The first to occur of: a)transfer of the relevant School Site Expansion Land to the County Council; b)non acceptance by the County Council of a relevant School Site Offer within the relevant 12 month open period (or as agreed to be extended); and c)confirmation from the County Council or Determination through the relevant EER process that the relevant School Site Expansion Land is no longer required to be Reserved and can be released pursuant to the provisions of paragraph 4 of Part 5 of Annex B
				Each Reserved Matters Area (save in relation to the relevant Primary School Site Expansion Land)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
7	If a School Site Call Notice is validly served in relation to any Primary School Site to make a Primary School Site Offer in accordance with the School Site Specification as it relates to the said Primary School Site no later than 20 Working Days from receipt of the said School Site Call Notice	The Site	Commencement of Development	The Site	In relation to the relevant Primary School Site the making of a Primary School Site Offer in relation to the same
				Each Reserved Matters Area (save in relation to the relevant Primary School Site)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
8	If a School Site Call Notice is validly served in relation to the Secondary School Site to make a Secondary	The Site	Commencement of Development	The Site	The making of a Secondary School Site Offer in relation to the Secondary School Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	School Site Offer in accordance with the School Site Specification as it relates to the said Secondary School Site no later than 20 Working Days from receipt of the said Secondary School Site Call Notice			Each Reserved Matters Area (save in relation to the Secondary School Site)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
9	If a School Site Call Notice is validly served in relation to any School Site Expansion Land to make a School Site Offer in accordance with the School Site Specification in relation to the said School Site Expansion Land no later than 20 Working Days from receipt of the said School Site Call Notice	The Site	Commencement of Development	The Site	<p>In relation to the relevant School Site Expansion Land the earlier of:</p> <p>a) the making of a School Site Offer in relation to the same;</p> <p>b) confirmation from the County Council in writing (or Determination) through the relevant EER process that the relevant School Site Expansion Land is no longer required and can be released pursuant to the provisions of paragraph 4 of Part 5 of Annex B;</p> <p>c) in relation to any School Site Expansion Land adjacent to a Primary School Site confirmation by the County Council through the EER or Determination that the Additional Primary FE Condition is not satisfied; and</p> <p>d) in relation to the School Site Expansion Land adjacent to the Secondary School Site and pursuant to the provisions of paragraph 4 of Part 5 of Annex B:</p> <p>i. determination through the EER or Determination that Additional Secondary Condition A is not satisfied or</p> <p>ii. in circumstances where the same is so satisfied confirmation by the County Council or Determination</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
					that the Additional Secondary School Condition is also satisfied
				Each Reserved Matters Area (save in relation to the relevant School Site Expansion Land)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
10	If a School Site Call Notice is validly served in relation to the SEND Site to make a School Site Offer in accordance with the School Site Specification in relation to the SEND Site no later than 20 Working Days from receipt of the said School Site Call Notice	The Site	Commencement of Development	The Site	The earlier of the making of a School Site Offer in relation to the SEND Site and the confirmation from the County Council or Determination that the SEND Site Condition is not satisfied
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
11	Following valid service of a School Site Call Notice to permit the County Council access at all reasonable times and with reasonable notice having been given to the School Site to carry out surveys and collect other data required in connection with the construction of the School including subject to written agreement between the parties access to Commence construction of the School	The Site	Commencement of Development	The Site	In relation to the relevant School Site the completion of the School Site Transfer in relation to the same
				Each Reserved Matters Area (save in relation to the relevant School Site)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
12	To pay to the County Council each of the School Payments in each case no later than the relevant Trigger Event set out for the same in the School Payments Programme subject in any relevant case to the satisfaction of any condition set out in the School Payments Programme	The Site	Commencement of Development	The Site	In relation to each School Payment the payment of the same to the County Council or as the case may be confirmation from the County Council or Determination that any relevant condition has not been met or will not be met
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
13	Not to Occupy more than 4,000 Dwellings (or such greater number as may be agreed in writing between the Owner and the County Council) before first having supplied to the County Council the Approved Development Mix	The Site	Commencement of Development	The Site	Supply to the County Council of the Approved Development Mix in relation to the relevant EER
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
14	Not to Occupy more than 4,500 Dwellings (or such greater number as may be agreed in writing between the Owner and the County Council) before first having supplied to the County Council the Approved Development Mix	The Site	Commencement of Development	The Site	Supply to the County Council of the Approved Development Mix in relation to the relevant EER
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
15	Not to Occupy more than 5,000 Dwellings (or such greater number as may be agreed in writing between the Owner and the County Council) before first having supplied to the County Council the Approved Development Mix	The Site	Commencement of Development	The Site	Supply to the County Council of the Approved Development Mix in relation to the relevant EER
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
16	To establish the ERG within 20 Working Days of the grant of the Planning Permission and work with and as a member of the ERG in accordance with the provisions of Part 3 of Annex I	The Site	Commencement of Development	The Site	Delivery of the final School on the Site or Occupation of 5200 Dwellings whichever is the earlier
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
17	If in relation to any Secured School Payment (for a School, an Additional Primary FE, the Secondary School Expansion or the Post 16 Facility as the case may be) the County Council shall serve a Security Notice in relation to the same to provide Adequate Security no later than the Security Point given in the said Security Notice	Site	Commencement of Development	The Site	In relation to the relevant School, Additional Primary FE, Secondary School Expansion or Post 16 Facility (as the case may be) the provision of the relevant Adequate Security or if sooner payment of all the relevant School Payments in relation to the same
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Early Years

The Obligations in this Part 2 apply only and separately to any Key Phase in relation to which material approved under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases) provides for no Primary School but does provide for one or more Early Years Opportunities and references to Key Phase and Early Years Opportunity/Facility shall be construed accordingly

Ref	Obligation	Land Bound	Event	Land Released	Release Event
18	To Market the Early Years Opportunity from Occupation of 50 Dwellings (or as may be otherwise agreed between the Owner and the County Council to best achieve interest) on the relevant Key Phase and for the Marketing Period	Separately each relevant Key Phase	Commencement of Development on the relevant Key Phase	The relevant Key Phase	Expiry of the Marketing Period
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
19	If during the Marketing Period serious written interest is obtained from an Early Years Provider confirming an intent to take an Early Years Lease to use Reasonable Endeavours to make an Early Years Offer	The land Identified for the Early Years Facility (which land may be part only of a building or proposed building)	The Reserved Matters Start Date for the relevant Early Years Facility	The land Identified for the Early Years Facility	Making of the relevant Early Years Offer
				Each Reserved Matters Area (save for the relevant land Identified for the relevant Early Years Facility)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
20	If during the Marketing Period no serious written interest is obtained from an Early Years Provider to permit the County Council a period of 6 months (the “ Additional Marketing Period ”) commencing immediately upon the expiry of the initial Marketing Period during which extended period of time the County Council and Owner shall continue to Market the Early Years Opportunity PROVIDED THAT the Owner shall retain discretion as to whether to approve the identity of any Early Years Provider proposed by the County Council during the Additional Marketing Period	The land Identified for the Early Years Facility (which land may be part only of a building or proposed building)	The Reserved Matters Start Date for the relevant Early Years Facility	The land Identified for the Early Years Facility	Making of the relevant Early Years Offer or expiry of the Additional Marketing Period whichever is the sooner
				Each Reserved Matters Area (save for the relevant land Identified for the relevant Early Years Facility)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 3

Affordable Housing

Part 1 – Affordable Housing Delivery – Key Phase 1

The Obligations in this Part 1 apply only to Key Phase 1

Ref	Obligation	Land Bound	Event	Land Released	Release Event
21	Not to submit any Reserved Matters Application for any Residential Reserved Matters Area on Key Phase 1 and separately not to Commence construction of any Dwelling on Key Phase 1 until the Key Phase Affordable Housing Delivery Plan for Key Phase 1 has been submitted to and Approved by the District Council	Key Phase 1	Commencement of Development	Key Phase 1	Approval of the Key Phase Affordable Housing Delivery Plan for Key Phase 1
				Each Reserved Matters Area (other than a Residential Reserved Matters Area within Key Phase 1)	The Reserved Matters Start Date for the relevant Reserved Matters Area
22	To Provide Affordable Housing on Key Phase 1 in accordance with the Approved Key Phase Affordable Housing Delivery Plan for Key Phase 1	Key Phase 1	Commencement of Development	Key Phase 1	Provision of all of the Affordable Housing Dwellings on Key Phase 1 as required by the Approved Key Phase Affordable Housing Delivery Plan for Key Phase 1
				Each Reserved Matters Area (but without prejudice to the application of Obligation 31)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
23	To use Reasonable Endeavours to secure any grant monies as may be available to support the provision of Affordable Housing on Key Phase 1 and to work with the District Council on District Council	Key Phase 1	Commencement of Development	Key Phase 1	Provision of all of the Affordable Housing Dwellings on Key Phase 1 in accordance with the relevant Approved Key Phase Affordable Housing Delivery Plan

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	initiatives and Provider initiatives to secure grant funding for Affordable Housing on Key Phase 1			Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Affordable Housing Delivery – Further Key Phases

The Obligations in this Part 2 apply only and separately to each Further Key Phase which contains Dwellings

Obligation 26 applies only and separately to any Further Key Phase in relation to which the Review Process has resulted in an agreement under paragraph 6 of Annex C that an Offsite Affordable Housing Contribution should be paid

Ref	Obligation	Land Bound	Event	Land Released	Release Event
24	Not to submit any Reserved Matters Application for any Residential Reserved Matters Area on the relevant Further Key Phase and separately not to Commence construction of any Dwelling on that Further Key Phase unless and until for that Further Key Phase: a) the Review Process has been undertaken with agreed or Determined Outcomes: and b) following agreement or Determination of the said Outcomes the Key Phase Affordable Housing Delivery Plan has been submitted to and Approved by the District Council	The relevant Further Key Phase	Identification of the relevant Further Key Phase	The relevant Further Key Phase	Agreement to or Determination of the Outcomes and Approval of the Key Phase Affordable Housing Delivery Plan in relation to the relevant Further Key Phase
				Each Reserved Matters Area (other than a Residential Reserved Matters Area on the relevant Further Key Phase)	The Reserved Matters Start Date for the relevant Reserved Matters Area
25	To Provide Affordable Housing on the relevant Further Key Phase in accordance with the relevant Approved Key Phase Affordable Housing Delivery Plan	The relevant Further Key Phase	Identification of the relevant Further Key Phase	The relevant Further Key Phase	Provision of all of the Affordable Housing Dwellings on the relevant Further Key Phase as required by the relevant Approved Key Phase Affordable Housing Delivery Plan
				Each Reserved Matters Area (but without prejudice to the application of Obligation 31)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
26	If agreed within the relevant Review Process to pay to the District Council the Offsite Affordable Housing Contribution no later than the time for payment of the same agreed as part of the relevant Review Process	Separately each Key Phase to which this Obligation 26 applies	Identification of the relevant Key Phase	The relevant Further Key Phase	Payment of the relevant Offsite Affordable Housing Contribution
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
27	To use Reasonable Endeavours to secure any grant monies as may be available to support the provision of Affordable Housing on the relevant Further Key Phase and to work with the District Council on District Council initiatives and Provider initiatives to secure grant funding for Affordable Housing on the relevant Further Key Phase	The relevant Further Key Phase	Identification of the relevant Further Key Phase	The relevant Further Key Phase	Provision of all the Affordable Housing on the relevant Further Key Phase in accordance with the relevant Approved Key Phase Affordable Housing Delivery Plan
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
28	To observe and perform the terms of Annex C	The relevant Further Key Phase	Identification of the relevant Further Key Phase	The relevant Further Key Phase	Occupation of all of the Dwellings on the relevant Further Key Phase
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
29	Not to Occupy more than 5,500 Dwellings until the Reconciliation Review has been carried out and completed in accordance with Annex C when the same is required pursuant to Annex C and subject to any later	The Site	Commencement of Development	The Site	Completion of the Reconciliation Review or if earlier it being demonstrated in the Review for the final Key Phase that Policy Target has or will be achieved

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	trigger agreed between the Owner and the District Council			Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 3 – Affordable Housing Delivery – Residential Reserved Matters Areas

The Obligations in this Part 3 apply only and separately to any Residential Reserved Matters Area in relation to which material approved under Condition 15 demonstrates that Affordable Housing is proposed for the Residential Reserved Matters Area.

Ref	Obligation	Land Bound	Event	Land Released	Release Event
30	Not to Commence the construction of any Dwelling on the relevant Residential Reserved Matters Area until: a) the Residential Reserved Matters Area Affordable Housing Scheme for the said area has been submitted to and Approved by the District Council; and b) the Nominations Agreement and Local Lettings Plan (if applicable) have been entered into	Separately each Residential Reserved Matters Area to which this Part 3 applies	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	Each Residential Reserved Matters Area to which this Part 3 applies	Approval of the relevant Residential Reserved Matters Area Affordable Housing Scheme and the entering into of the Nominations Agreement and Local Lettings Plan (if applicable)
				Each Reserved Matters Area other than the relevant Residential Reserved Matters Area referred to as Land Bound	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
31	To Provide Affordable Housing on the relevant Residential Reserved Matters Area in accordance with the relevant Approved Residential Reserved Matters Area Affordable Housing Scheme	Separately each Residential Reserved Matters Area to which this Part 3 applies	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	Each Residential Reserved Matters Area to which this Part 3 applies	Provision of the relevant Prescribed Number of Affordable Housing Dwellings in accordance with the relevant Approved Residential Reserved Matters Area Affordable Housing Scheme
				Each Reserved Matters Area other than the relevant Residential Reserved Matters Area referred to as Land Bound	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
32	Not to Occupy more Market Dwellings than the relevant Trigger Number until the relevant Prescribed Number of Affordable Housing Dwellings have been Provided	Separately each Residential Reserved Matters Area to which this Part 3 and this Obligation 32 apply	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	Each Residential Reserved Matters Area to which this Part 3 and this Obligation 32 applies	Provision of the relevant Prescribed Number of Affordable Housing Dwellings in accordance with the relevant Approved Residential Reserved Matters Area Affordable Housing Scheme
				All or part of the relevant Residential Reserved Matters Area	Acquisition of the same by a person from a Chargee PROVIDED THAT the said Chargee shall first have followed the provisions of Clause 8 of this Deed
				Each Reserved Matters Area other than the relevant Residential Reserved Matters Area referred to as Land Bound	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 4 – Affordable Housing Tenure

The Obligations in this Part 4 apply only and separately to any Residential Reserved Matters Area to which the Obligations in Part 3 also apply and in relation to which the Residential Reserved Matters Affordable Housing Scheme approved under Obligation 30 includes a Tenure Allocation

Ref	Obligation	Land Bound	Event	Land Released	Release Event
33	Where in the relevant Tenure Allocation an Affordable Housing Dwelling is Approved with a particular Affordable Housing Tenure not to Occupy that Affordable Housing Dwelling save in the relevant tenure (save that a Rent to Buy Dwelling can be Occupied as a Shared Ownership Dwelling in accordance with the terms applicable to the relevant Rent to Buy Dwelling)	Separately each Affordable Housing Dwelling	Approval of the relevant Tenure Allocation	Each Affordable Housing Dwelling	The first occurrence of any of the following: a) acquisition by the occupier of a legal interest in the same pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from that occupier; b) acquisition by a person from a Chargee and any person who shall derive title directly or indirectly from such Chargee PROVIDED THAT the said Chargee shall have first followed the provisions of Clause 8 of this Deed; c) acquisition by the occupier of a Shared Ownership Dwelling of 100% of the equity in the same and any successors or other persons deriving title from that occupier; or d) in relation to any Rent to Buy Dwelling the acquisition by the relevant tenant of the freehold in the same
				Each Reserved Matters Area save to the extent of the relevant Affordable Housing Dwelling referred to as Land Bound	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit save for the relevant Affordable Housing Dwelling	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 4

Open Space

Part 1 – Strategic Open Space

Ref	Obligation	Land Bound	Event	Land Released	Release Event
34	In relation to the Strategic Open Space to Provide the same no later than the relevant Trigger Event	The Site	Commencement of Development	The Site in relation to any Strategic Open Space or Sports Pavilion	Provision of the relevant Strategic Open Space
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Obligations relating to Strategic Open Space and Open Space – Certification Procedure, Provision and Management

The Obligations in this Part 2 apply to: any area of (i) Strategic Open Space; (ii) Open Space and any Sports Pavilion which is not part of a Community Building and references to Sports Pavilion in this Part 2 shall be construed accordingly); and (iii) other Outdoor Sports which are to be provided pursuant to a Key Phase Delivery Plan

Ref	Obligation	Land Bound	Event	Land Released	Release Event
35	To observe and perform the Certification Procedure as it applies to the relevant area of Strategic Open Space, Open Space or Sports Pavilion including the making good of any defects notified by the District Council during the Maintenance Period and the payment of the District Council's reasonable and evidenced costs in the employment of the Independent Assessor	The relevant area of Strategic Open Space or Open Space or Sports Pavilion	The Reserved Matters Start Date for the relevant area of Strategic Open Space or Open Space or Sports Pavilion	The relevant area of Strategic Open Space or Open Space or Sports Pavilion	Issue of Final Certificate in relation to the relevant area of Strategic Open Space or Open Space or Sports Pavilion
				Each Reserved Matters Area (other than the relevant area of Strategic Open Space or Sports Pavilion referred to as Land Bound)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
36	Following Provision of the relevant area of Strategic Open Space or Open Space or Sports Pavilion: a) to manage and maintain the same in accordance with the Management Arrangements Approved by the District Council as provided for in Annex A and in the case of a Sports Pavilion in accordance with a Community Building Management Plan approved by the District Council); b) not to use the same for any purpose other than as Strategic Open Space	The relevant area of Strategic Open Space or Open Space or Sports Pavilion	Provision of the relevant area of Strategic Open Space or Sports Pavilion	In relation to the relevant area of Strategic Open Space or Open Space or Sports Pavilion this is an ongoing Obligation	
				Each Reserved Matters Area (other than the relevant area of Strategic Open Space or Sports Pavilion referred to as Land Bound)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	<p>or Open Space or Sports Pavilion; and</p> <p>c) to permit the general public to have access over or to the same in accordance with such arrangements as may from time to time be Approved by the District Council but to allow for appropriate closures of Strategic Open Space or Open Space or Sports Pavilion to enable proper management, maintenance and for reasons of health and safety Provided Always that the closure of any Strategic Open Space for a period of more than 48 hours shall first be Approved in writing by the District Council before any such closure can take place</p>			Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 5

Community Facilities

Part 1 – Community Buildings

Ref	Obligation	Land Bound	Event	Land Released	Release Event
37	To Provide the Early Stage Community Space no later than Occupation of the first Dwelling to be Occupied and to retain the same until Community Building 1 has been Provided (but without prejudice to the operation of Obligations 48 and 49)	The Site	Commencement of Development	The Site	Provision of Community Building 1
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
38	Not to cause the cessation of use by the Museum of the Museum Building unless there is made available to the Museum suitable alternative equivalent space on the Site on reasonable terms not substantially different from the terms applicable as at the date hereof in relation to the occupation by the Museum of the Museum Building (unless agreed between the Owner and the Museum) but such terms to include the ability to relocate the Museum elsewhere on the Site which include the ability for the Museum to remain on the Site long term (including where those terms allow for a change in location on the Site) to the reasonable written satisfaction of the District Council	The Site	Commencement of Development	The Site	<p>The earlier of:</p> <p>a) the cessation of the Museum use on the Site in circumstances which to the reasonable satisfaction of the District Council are prompted either by decisions made by the Museum or related to the closure of the Museum for other reasons unrelated to the Owner not offering a suitable alternative location on the Site for the Museum; and</p> <p>b) confirmation from the District Council that it is satisfied on a legal agreement reached between the Owner and the Museum providing for the long term availability of suitable equivalent space on the Site for the latter</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
39	To pay to the County Council the Interim Library Contribution no later than the Occupation of 70 Dwellings	The Site	Commencement of Development	The Site	Payment of the Interim Library Contribution
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
40	In relation to each Community Building to Provide the same no later than the relevant Trigger Event within the Community Building Delivery Timetable and in accordance with the Community Building/Sports Pavilion Protocol but subject to the Community Building Cost Cap	The Site	Commencement of Development	The Site in relation to any Community Building	In relation to each Community Building Provision of the same
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
41	To observe and perform the Certification Procedure as it applies to the relevant Community Building including the making good of defects notified during the Maintenance Period and the payment of the District Council's reasonable and evidenced costs in the employment of the Independent Assessor	The relevant Community Building	The Reserved Matters Start Date for the relevant Community Building	The relevant Community Building	Issue of Final Certificate in relation to the relevant Community Building
				Each Reserved Matters Area save for the relevant Community Building	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
42	<p>Following Provision of the relevant Community Building</p> <p>a) to manage and maintain the same in accordance with the Management Arrangements Approved by the District Council (and in respect of the Community Building that shall contain the Hub Library Approved by the District Council in consultation with the County Council as provided for in Annex A);</p> <p>b) not to use the same for any purpose other than as a Community Building; and</p> <p>c) to permit the general public to have access to the same in accordance with such arrangements as may from time to time be Approved by the District Council but to allow for appropriate closures of the Community Building to enable proper management, maintenance and for reasons of health and safety Provided Always that the closure of any Community Building for a period of more than 48 hours shall first be Approved by the District Council before such closure can take place.</p>	The relevant Community Building	The Reserved Matters Start Date for the relevant Community Building	In relation to the relevant Community Building this is an ongoing Obligation	
				Each Reserved Matters Area save for the relevant Community Building	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
43	To collaborate with the County Council in the Library Review	The Site	Commencement of Development	The Site	Conclusion of the Library Review or if earlier the Occupation of 4,500 Dwellings
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Area	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Health Facilities

Ref	Obligation	Land Bound	Event	Land Released	Release Event
44	To Provide the Interim Health Facility prior to the Occupation of 250 Dwellings	The Site	Commencement of Development	The Site	Provision of the Interim Health Facility
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
45	Following Provision of the Interim Health Facility to retain the same until the Health Facilities are available for use unless otherwise agreed by the District Council on application by the Owner or Determined	The Site	Commencement of Development	The Site	The opening for use of the Health Facilities or as may be agreed by the District Council or Determined in circumstances where a permanent facility is provided other than on the Site
				Each Reserved Matters Area (save for any which includes the Interim Health Facility)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
46	Unless otherwise agreed between the Owner and the District Council not to Occupy more than 800 Dwellings until there shall first have been approved by the District Council the Health Facilities Strategy	The Site	Commencement of Development	The Site	Approval by the District Council of the Health Facilities Strategy
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The Reserved Matters Start Date for the same where this occurs either before Occupation of 700 Dwellings (or such other Trigger as may be agreed between the

Ref	Obligation	Land Bound	Event	Land Released	Release Event
					Owner and the District Council) or after approval of the Health Facilities Strategy
				Each other Residential Reserved Matters Area	Occupation of all the Market Dwellings within the relevant Residential Reserved Matters Area
				Any part of the Site disposed of to a Provider	The first date when that part of the Site is disposed of to a Provider
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
47	To observe and perform the requirements of the approved Health Facilities Strategy according to its terms including by making any Health Facilities Land Offer and paying the Health Facilities Contribution as may be included within the same and in each case by the relevant Trigger Event	The Site	Commencement of Development	The Site	Full performance of the approved Health Facilities Strategy
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 3 –Sports Facilities

Ref	Obligation	Land Bound	Event	Land Released	Release Event
48	To carry out the Sports Hall Improvement Works in accordance with the relevant Trigger Event	The Site	Commencement of Development	The Site	Completion of the Sports Hall Improvement Works
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
49	To continue to make available the Sports Hall and Squash Courts until the Sports and Leisure Centre has been delivered (unless otherwise agreed)	The Site	Commencement of Development	The Site	Practical Completion of the Sports and Leisure Centre
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
50	In relation to each Sports Pavilion to Provide the same no later than the relevant Trigger Event within the Sports Pavilion Delivery Timetable and in accordance with Community Building/Sports Pavilion Protocol but where relevant subject to the Community Building Cost Cap	The Site	Commencement of Development	The Site in relation to any Sports Pavilion	Provision of the relevant Sports Pavilion
				The Site	Expenditure by the Owner of the Community Building Cost Cap
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
51	Unless otherwise agreed between the Owner and the District Council not to Occupy more than 5,000 Dwellings until the Sports and Leisure Centre Strategy has been submitted to and Approved in writing by the District Council	The Site	Commencement of Development	The Site	Approval by the District Council (or Determination) of the Sports and Leisure Centre Strategy
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The Reserved Matters Start Date for the same where this occurs either before Occupation of 4,800 Dwellings (or such later Trigger as may be agreed between the Owner and the District Council) or after approval of the Health Facilities Strategy
				Each other Residential Reserved Matters Area	Occupation of all the Market Dwellings within the relevant Residential Reserved Matters Area
				Any part of the Site disposed of to a Provider	The first date when that part of the Site is disposed of to a Provider
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
52	To comply with the approved Sports and Leisure Centre Strategy in accordance with its terms	The Site	Commencement of Development	The Site	Compliance with the Sports and Leisure Centre Strategy as it applies in its terms to the Owner
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
53	To cooperate with the District Council in relation to the Sports and Leisure Centre Review	The Site	Commencement of Development	The Site	Agreement between the Owner and the District Council (or Determination) following the conclusion of the Sports and Leisure Centre Review or if earlier the Occupation of 4,500 Dwellings
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 6

Transportation

Part 1 – Transport mitigation (Early Transport Measures/Early Transport Contributions/ Transport Enhancement Measures)

Ref	Obligation	Land Bound	Event	Land Released	Release Event
54	In relation to any Early Transport Measure listed in Table A and subject to the Table A Protocol to deliver the same no later than the relevant Trigger Event	The Site	Commencement of Development	The Site	The earlier of: a) in relation to each Early Transport Measure delivery or issuing of the Provisional Certificate for the same whichever is the sooner; b) in relation to any Early Transport Measure the point at which a contribution in lieu becomes payable in accordance with the Table A Protocol; and c) agreement by the County Council that the relevant Early Transport Measure is no longer needed
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
55	In relation to each Early Transport Contribution in Table A that has become payable in accordance with	The Site	Commencement of Development	The Site	In relation to each such Early Transport Contribution payment to the County Council of the same

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	the Table A Protocol to pay the same no later than the relevant Trigger Event			Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
56	In relation to each Early Transport Contribution in Table B to pay the same no later than the relevant Trigger Event subject always to any relevant condition in the fourth column of Table B	The Site	Commencement of Development	The Site	In relation to each such Early Transport Contribution payment to the County Council of the same
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
57	Not to Commence on a Residential Reserved Matters Area within Key Phase 1 other than one within the Agreed Development Quantum (or as the case may be the Increased Agreed Development Quantum) without the Approval of the County Council to a Transport Technical Note for the relevant Residential Reserved Matters Area	Key Phase 1	Commencement of Development	Key Phase 1	Approval by the County Council of an Increased Agreed Development Quantum which is the same as the Final Key Phase 1 Quantum
				Each Reserved Matters Area (other than a Residential Reserved Matters Area on Key Phase 1)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area on Key Phase 1 within the Agreed Development Quantum	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area on Key Phase 1 within an Increased Agreed Development Quantum	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
58	Where pursuant to Obligation 65 a Transport Assessment for a Further Key Phase is Approved (or is Determined) which includes provision for an Agreed Development Quantum for that Further Key Phase not to Commence on a Residential Reserved Matters Area within that Further Key Phase other than one within the Agreed Development Quantum for the same (or as the case may be the Increased Agreed Development Quantum for the same) without the Approval of the County Council to a Transport Technical Note for the relevant Residential Reserved Matters Area	The relevant Key Phase	Commencement on the relevant Further Key Phase	The relevant Key Phase	Approval by the County Council of an Increased Agreed Development Quantum for the same which is the same as the quantum of Dwellings approved within Residential Reserved Matters Areas for that Further Key Phase once all such applications have been made and determined up to the capacity of the relevant Further Key Phase as confirmed by the County Council in writing
				Each Reserved Matters Area (other than a Residential Reserved Matters Area on the relevant Further Key Phase)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area on the relevant Further Key Phase within the Agreed Development Quantum for the same	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
59	Not to Occupy any Dwelling until having submitted and obtained Approval from the County Council (or having Determined) the Transport Monitoring Scheme	The Site	Commencement of Development	The Site	Approval (or Determination) of the Transport Monitoring Scheme
				Each Reserved Matters Area (other than a Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area where this occurs after Approval or Determination of the Transport Monitoring Scheme
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
60	In relation to each Transport Enhancement Measure to deliver the same (unless such measure is a financial contribution in which case to pay the same) by the relevant Trigger Event with the same to be funded from but always subject to the remaining balance of the Transport Enhancement Fund from time to time	The Site	Commencement of Development	The Site	<p>The earlier of:</p> <p>a) in relation to each such Transport Enhancement Measure delivery, payment or as the case may be issuing of the Provisional Certificate for the same whichever is the sooner;</p> <p>b) the expending of the Transport Enhancement Fund; and</p> <p>c) agreement by the County Council that the relevant Transport Enhancement Measure is no longer needed</p>
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
61	Unless otherwise agreed by the County Council not to Occupy more than 750 Dwellings until there has	The Site	Commencement of Development	The Site	Approval by the County Council of the Environmental Improvements Scheme

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	been Approved by the County Council the Environmental Improvements Scheme			Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area where this occurs either before Occupation of 650 Dwellings (or later Trigger as may be agreed between the Owner and the County Council) or after Approval of the Environmental Improvements Scheme
				Any part of the Site disposed of to a Provider	The first date when that part of the Site is disposed of to a Provider
				Each other Residential Reserved Matters Area	Occupation of all Market Dwellings within the relevant Residential Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
62	Unless otherwise agreed with the County Council not to Occupy more than 150 Dwellings until there has been entered into between the Owner (or its agent) and a bus operator a contract for the funding and delivery of Bus Service A	The Site	Commencement of Development	The Site	The entering into of the said contract
				The Site	Satisfaction by the County Council that the Owner has demonstrated that it has used Reasonable Endeavours to enter into such a contract
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Any part of the Site disposed of to a Provider	The first date when that part of the Site is disposed of to a Provider
				Each Residential Reserved Matters Area	Occupation of all Market Dwellings within the relevant Residential Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
63	In the event that the Site is Released from Obligation 62 on the County Council being satisfied that the Owner has used Reasonable Endeavours but has not secured an agreement with a bus operator for Bus Service A to pay to the Council the Bus Service A Contribution not later than the Occupation of 200 Dwellings	The Site	Commencement of Development	The Site	Payment to the County Council of the Bus Service A Contribution
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
64	Unless otherwise agreed with the County Council not to Occupy more than 150 Dwellings until the Owner has demonstrated to the reasonable satisfaction of the County Council that it has put in place such arrangements as are reasonably necessary to ensure, on the Bus Service B and C Terms, the operation of Bus Service B and Bus Service C	The Site	Commencement of Development	The Site	The establishment of the said arrangements
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Any part of the Site disposed of to a Provider	The first date when that part of the Site is disposed of to a Provider
				Each Residential Reserved Matters Area	Occupation of all Market Dwellings within the relevant Residential Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
65	Not to Commence on a Further Key Phase (save as may be agreed with the County Council) until there shall have been approved by the County Council or Determined a Transport Assessment in relation to the relevant Further Key Phase	The Site	Commencement of Development	The Site (in relation to each Further Key Phase)	Approval by the County Council or Determination of the Transport Assessment related to the relevant Further Key Phase
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
66	Not to construct more than 1600 Dwellings on Key Phase 1 save with the Approval of the County Council (or Determination) PROVIDED THAT any such request for Approval shall be accompanied by a Transport Assessment	Key Phase 1	Commencement of Development	Key Phase 1	Approval by the County Council of the Final Key Phase 1 Quantum
				Key Phase 1	Approval of Residential Reserved Matters Areas which evidence that the Final Key Phase 1 Quantum is no more than the Assumed Key Phase 1 Quantum
				Each Reserved Matters Area other than a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area within the Assumed Key Phase 1 Quantum	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each other Residential Reserved Matters Area	Approval of the County Council to an exceedance of the Assumed Key Phase 1 Quantum to a level at least sufficient to include the Dwellings in the relevant Residential Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
67	To provide up to 12 On – Site Bus Shelters across the Development in accordance with relevant Reserved Matters Approvals	The Site	Commencement of Development	The Site	Provision of all On – Site Bus Shelters approved in Reserved Matters Approvals or 12 of the same if sooner
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Links

Ref	Obligation	Land Bound	Event	Land Released	Release Event
68	If served with a Council's Surveyor Contribution Demand to pay the same within 20 Working Days of receipt of the said demand	The Site	Commencement of Development	The Site	The agreement or determination of the Appropriate Arrangements or otherwise by agreement between the Owner and the District Council
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
69	To secure all necessary consents and approvals to Provide the MOD Link Road and to observe and perform the Link Road Arrangements as applicable to the Owner	The Site	Commencement of Development	The Site	The securing of all necessary consents and approvals to Provide the MOD Link Road
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
70	Within 20 Working Days of there being an Accepted Link Road Call Notice to submit to the District Council for its written approval the Link Road Delivery Programme and thereafter to comply with such approved Link Road Delivery Programme	The Site	Commencement of Development	The Site	Provision of the MOD Link Road
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
71	If on Projected Date B there shall not have been an Accepted Link Road Call Notice within 20 Working Days of Projected Date B to submit to the District Council for its written approval the Link Road Delivery Programme and thereafter to comply with such approved Link Road Delivery Programme	The Site	Commencement of Development	The Site	Provision of the MOD Link Road
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

72	To observe and comply with the terms of the Links Protocol as they apply to the Owner	The Site	Commencement of Development	The Site	The agreement or determination of the Appropriate Arrangements (as provided for in the Links Protocol) or otherwise by agreement between the Owner and the District Council
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
73	To Provide the MOD Link Road no later than the earlier of the date that is required for the same in an Accepted Link Road Call Notice and the Occupation of 1,600 Dwellings (subject to the relevant definition of Provide at that date)	The Site	Commencement of Development	The Site	Provision of the MOD Link Road
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
74	To comply with the Link Road Completion Notice within 6 weeks from the date of such notice being validly served by the District Council or such other period as may be agreed (pursuant to the Link Road Arrangements)	The Site	Commencement of Development	The Site	Compliance with such Link Road Completion Notice
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
75	When delivering Other Links to Provide the same to the boundary of the Adjacent Land (but subject to the relevant definition of Provide at that date) and in the event any are so Provided before the Appropriate Arrangements are in place then within 6 weeks of the Appropriate Arrangements being in place to dedicate as highway the relevant Non Dedicated Portion (or to grant	The Site	Commencement of Development	The Site	Provision of all Other Links or confirmation in writing from the District Council that no further Other Links are to be Provided
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area

	the rights required as provided for in the Appropriate Arrangements if the relevant Other Link is not to be highway)			Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
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Part 3 - Travel Plan

Ref	Obligation	Land Bound	Event	Land Released	Release Event
76	To observe and perform the requirements of the Framework Travel Plan according to its terms	The Site	Commencement of Development	The Site	The date 5 years after Occupation of 6,000 Dwellings (unless otherwise agreed)
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
77	To provide annually during the Framework Travel Plan Period the Framework Travel Plan Monitoring Information to the County Council	The Site	Commencement of Development	The Site	Expiry of the Framework Travel Plan Period
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
78	To appoint the Framework Travel Plan Coordinator no later than First Occupation and not to Occupy any Dwelling or other building constructed pursuant to the Planning Permission before the Framework Travel Plan Coordinator has first been appointed save as may be agreed with the County Council and thereafter to maintain a person in post	The Site	Commencement of Development	The Site	The date 5 years after Occupation of 6,000 Dwellings (unless otherwise agreed)
				Each Reserved Matters Area not containing any Dwelling or other building to be constructed pursuant to the Planning Permission	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each other Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area where this occurs after the first appointment of the Framework Travel Plan Coordinator
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
79	If a Framework Travel Plan Coordinator Contribution Demand shall be validly served to pay a Framework Travel Plan Coordinator Contribution to the County Council no later than 20 Working Days following the receipt of such a demand	The Site	Commencement of Development	The Site	In relation to any Framework Travel Plan Coordinator Contribution validly demanded payment of the same
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Part 4– Transport Strategy Review Group (TSRG)

Ref	Obligation	Land Bound	Event	Land Released	Release Event
80	To establish within 1 month of Commencement of Development and work with and as a member of the TSRG in accordance with the provisions of Part 2 of Annex I	The Site	Commencement of Development	The Site	Approval of the final Key Phase
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 5 – Transport Contributions

Ref	Obligation	Land Bound	Event	Land Released	Release Event
81	Where the Outcome of the Review for the final Key Phase (or any Reconciliation Review as the case may be) is that a Transport Excess has been demonstrated and the value of the Transport Excess Contribution payable has been agreed between the Owner the District Council and the County Council (or Determined) to pay the Transport Excess Contribution to the County Council no later than the Trigger agreed for the same as part of the said Outcome	The Site	Commencement of Development	The Site	Payment of the Transport Excess Contribution or the completion of the Review for the final Key Phase without there being demonstrated a Transport Excess
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
82	Where on the completion of the Reconciliation Review (or where there is not to be a Reconciliation Review completion of the Review for the final Key Phase) it is demonstrated that a Transport Enhancement Fund Balance exists in accordance with the Transport Enhancement Fund Protocol to pay the Additional Strategic Transport Contribution in instalments to be agreed with the County Council	The Site	Commencement of Development	The Site	Payment of the Additional Strategic Transport Contribution or if earlier the expending of the Transport Enhancement Fund
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
83	In relation to each Residential Reserved Matters Area save for any within the Mitigated Portion to pay an Instalment to the County Council no later than 20 Working Days from Commencement on the relevant Residential Reserved Matters Area	The Site	Commencement of Development	The Site	Payment of the Strategic Transport Contribution
				Each Reserved Matters Area save for a Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area within the Mitigated Portion	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each Residential Reserved Matters Area not within the Mitigated Portion	Payment of the relevant Instalment in relation to the same
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial

					Occupier
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Schedule 7

Local Enterprise and Community Development

Ref	Obligation	Land Bound	Event	Land Released	Release Event
84	To submit the Jobs Brokerage Scheme to the District Council for its Approval no later than Commencement of Development	The Site	Grant of the Planning Permission	The Site	Submission of the Jobs Brokerage Scheme by the District Council
85	To implement the Approved Jobs Brokerage Scheme according to its terms	The Site	Commencement of Development	The Site	The date upon which there are no further requirements to be performed under the Approved Jobs Brokerage Scheme
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
86	Not to Occupy any Dwelling until the Community Development Worker has been appointed pursuant to the Community Development Worker Protocol and to retain a person in post thereafter	The Site	Commencement of Development	The Site	The expiry of the period of 10 years from first employment of the Community Development Worker or such other period as may be agreed between the Owner and the District Council
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area provided the same is after first appointment of the Community Development Worker
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
87	To pay to the County Council the component parts of Community Fund Guaranteed Contribution no later than the relevant Trigger Event for the same in the Community Fund Guaranteed Contribution Payments Programme	The Site	Commencement of Development	The Site	Payment to the County Council of the Community Contribution
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
88	To pay to the County Council the relevant portion of the Community Fund Balance as is contained within a validly served Community Fund Balance Demand the same to be paid in accordance with the Community Fund Balance Protocol	The Site	Commencement of Development	The Site	<p>The earlier of</p> <p>a) the full draw down by the County Council of the Community Fund Balance via validly served Community Fund Balance Demands; and</p> <p>b) Occupation of 4,100 Dwellings</p>
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 8

Waste Management

Ref	Obligation	Land Bound	Event	Land Released	Release Event
89	Not to permit Commencement on the relevant Residential Reserved Matters Area until the Waste Contribution for that Residential Reserved Matters Area has been paid to the District Council	Separately each Residential Reserved Matters Area	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	Each Residential Reserved Matters Area	Payment of the Waste Contribution for that Residential Reserved Matters Area
				Each Reserved Matters Area other than the relevant Residential Reserved Matters Area referred to as Land Bound	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 9

Monitoring and the Progress and Delivery Group (PDG)

Ref	Obligation	Land Bound	Event	Land Released	Release Event
90	To pay the Monitoring Contribution to the District Council in 20 instalments of £7,500 per annum with the first such instalment of £7,500 being payable within 10 Working Days of Commencement Development	The Site	Commencement of Development	The Site	The earlier of: a) payment of the Monitoring Contribution in its entirety; and b) issue by the District Council and the County Council of a Notice of Completion of Monitoring
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
91	To carry out the activities set out in the Monitoring Scheme	The Site	Commencement of Development	The Site	Occupation of 6,200 Dwellings or (if earlier) 12 months from the date on which a Notice of Completion of Monitoring has been agreed between the Owner the District Council and the County Council
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier
92	To establish within 1 month of the date of this Deed and work with and as a member of the PDG in accordance with the provisions of Part 1 of Annex I	The Site	Commencement of Development	The Site	Occupation of 6,000 Dwellings (unless otherwise agreed)
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 10

Self/Custom Build Housing

Ref	Obligation	Land Bound	Event	Land Released	Release Event
93	To submit the Self/Custom Build Scheme to the District Council for Approval no later than the Occupation of 400 Dwellings and to implement the Approved Self/Custom Build Scheme according to its terms	The Site	Commencement of Development	The Site	Occupation of 6,000 Dwellings (unless otherwise agreed)
				Each Reserved Matters Area	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The first date on which that Exempt Unit is acquired by a Beneficial Occupier

Schedule 11

Council Covenants

Part 1- District Council's Covenants

GENERAL:

The District Council hereby covenants with the Owner:

- 1 to deposit all monies received pursuant to this Deed into an identifiable interest bearing account PROVIDED THAT the District Council shall be entitled to use all interest accrued on any monies in like manner as the said monies from the date the actual payment is made until the date the actual monies are spent but subject as follows;
- 2 to expend all monies received pursuant to this Deed (and interest thereon) solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums;
- 3 not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed;
- 4 upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the District Council pursuant to this Deed;
- 5 as soon as reasonably practicable following the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the Obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such Obligation is imposed and more than one such request may be made in relation to any such Obligation according to its application pursuant to clause 4;
- 6 if at the end of the period of 10 years from the date of receipt any sum of money received by the District Council pursuant to this Deed has not been expended (or committed to be expended) for the purpose for which it was paid to reimburse the unexpended (or uncommitted) sum together with interest accrued in accordance with clause 12.6 PROVIDED THAT such reimbursement shall be made as soon as reasonably practicable upon written request from the Owner from the end of the said 10 year period AND PROVIDED FURTHER THAT:
 - 6.1 where the District Council has received such a sum of money and that sum of money is then to be paid by the District Council to a third party in accordance or in a manner consistent with the terms of this Deed the District Council shall not make any such payment to a third party until the District Council has received written confirmation from that third party that suitable relevant arrangements are in place in relation to the expenditure by that third party of such sum (including where relevant that a construction contract or other suitable arrangement is in place in relation to the provision of the infrastructure, facility or other mitigation to which the said sum is to be applied); and
 - 6.2 where following such written confirmation as described in paragraph 6.1 above the sum demanded or requested from such a third party is less than the sum paid to the District Council by the Owner in accordance with the terms of this

Deed the District Council shall notify the Owner of the same and shall repay the difference to the Owner as soon as reasonably practicable;

- 7 to act promptly and diligently in relation to any matter where the District Council's Approval or agreement (however expressed) is required and in these matters to work with the Owner to manage the costs of the Development so as to advantage the Outcomes in Annex C;
- 8 to observe and perform the provisions of each Annex insofar as they require observance and/or performance by the District Council and to act in good faith and to co-operate with the Owner in relation thereto;
- 9 without prejudice to clause 12.11 in connection with the Link Road to use Reasonable Endeavours to:
 - 9.1 require the Adjacent Land Agreement to contain the Links Protocol including for the Adjacent Landowner to observe and perform the requirements of the Links Protocol and giving the Owner the equivalent benefits as are contained for the benefit of the Adjacent Landowner in clause 23 of this Deed; and
 - 9.2 secure in the Adjacent Land Agreement appropriate obligations requiring the Adjacent Landowner to deliver:
 - 9.2.1 the Adjacent Land Link Road at a time consistent with the Provision by the Owner of the MOD Link Road; and
 - 9.2.2 to the boundary of the Adjacent Land with the Site such other necessary east/west links on the Adjacent Land which are to link with Other Links and in relation to which rights are to be granted pursuant to Appropriate Arrangements(including in each case subject to the Appropriate Arrangements being secured dedication as highway of the Adjacent Land Link Road and other such links);
- 10 to only serve a Link Road Call Notice in accordance with the Link Road Arrangements and in the event of delay (or likely delay) in delivery of the relocated Waterbeach station (or Alternative Strategic Transport Intervention as the case may be) or in the delivery of the Adjacent Land Link Road to assist the Owner in managing the costs of the Development by service of a Link Road Delay Notice (subject always to the District Council's discretion) where circumstances at the relevant time do not justify the expending or further expending of cost by the Owner on or in connection with the MOD Link Road in the timescale required having regard to all relevant circumstances at the time but for the avoidance of doubt the District Council shall not be obliged to consider a request for a Link Road Delay Notice where a Link Road Delivery Programme is being implemented pursuant to Obligation 71;
- 11 to work with the Owner and support the Owner's endeavours in securing grant funding for Affordable Housing and infrastructure to benefit the Development;
- 12 to respond promptly and reasonably to the Owner in connection with any approvals requested under Annex D in relation to Management Arrangements and in approving the form of Deed of Covenant and eligibility criteria for Discounted Market Dwellings and to work with the Owner in enabling the Owner to secure any necessary approvals to facilitate the Owner's disposals;

- 13 to assist and cooperate with the Owner and other relevant persons in order to enable the Owner to obtain the District Council's approval of the Health Facilities Strategy prior to the Occupation of 800 Dwellings;
- 14 to assist and cooperate with the Owner and other relevant persons in order to enable the Owner to obtain the District Council's approval of the Sports and Leisure Centre Strategy prior to the Occupation of 5,000 Dwellings and in relation to the Sports and Leisure Centre Review;
- 15 to respond promptly and reasonably to the Owner in discussions as part of the Community Building/Sports Pavilion Protocol and to work with the Owner in good faith so as to facilitate the Provision of the Community Buildings and the Sports Pavilions within the Community Building/Sports Pavilion Cost Cap;
- 16 to respond promptly and reasonably to the Owner and/or the County Council when being consulted on the Library Arrangements;
- 17 to undertake and complete the Sports and Leisure Centre Review commencing no later than the Occupation of 4,000 Dwellings and to collaborate with the Owner in the same taking account of the representations of the Owner in that regard.

Part 2 – County Council's Covenants

The County Council hereby covenants as follows with the Owner:

GENERAL

- 1 to deposit all monies received pursuant to this Deed into an identifiable interest bearing account PROVIDED THAT the County Council shall be entitled to use all interest accrued on any monies in like manner as the said monies from the date the actual payment is made until the date the actual monies are spent but subject as follows;
- 2 to expend all monies received pursuant to this Deed and interest earned solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums;
- 3 not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed;
- 4 upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the County Council pursuant to this Deed;
- 5 within 20 Working Days of the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the Obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such Obligation is imposed and more than one such request may be made in relation to any such Obligation;
- 6 if at the end of the Relevant Period any sum of money received by the County Council pursuant to this Deed has not been expended for the purpose for which it was paid to reimburse the unexpended sum together with interest accrued to the Owner in accordance with clause 12.6 PROVIDED THAT such reimbursement shall be made as soon as reasonably practicable upon written request from the Owner from the end of the Relevant Period and if before the expiry of the Relevant Period there is any contract or contracts in existence (including for the avoidance of doubt any provisions of works on services by the County Council's direct service organisation) which in the reasonable discretion of the County Council is attributable to the purpose for which the relevant contribution was made and such contract or contracts shall be completed after the expiry of the Relevant Period then any sum to be repaid to the Owner shall be repaid in accordance with clause 12.6 within 20 Working Days following payment of the final account of any and all such contracts and the sum to be repaid shall be less all reasonable costs incurred and/or paid to provide the said works or improvements pursuant to such contracts;
- 7 to observe and perform the provisions of each Annex insofar as they require observance and/or performance by the County Council and to act in good faith and to co-operate with the Owner in relation thereto;
- 8 to act promptly and diligently in relation to any matter where the County Council's Approval consent or agreement (however expressed) is required under this Deed and in these matters to work with the Owner to manage the costs of the Development so as to advantage the Outcomes in Annex C.

EDUCATION:

The County Council covenants with the Owner:

- 9 to act promptly in all matters pertaining to the delivery of each of the Schools (or phases thereof as relevant) including without limitation:
 - 9.1 in working and cooperating with the Owner in relation to the Approval of the School Site within the Regulatory Plan for each relevant Key Phase;
 - 9.2 following Identification of any School Site and the Approval of the same within the relevant Regulatory Plan to proceed to serve a School Site Call Notice in accordance with the School Site Call Notice Programme (but subject to paragraph 14 below);
 - 9.3 in cooperating including meeting and corresponding with the Owner in matters relating to any School (or phase thereof as relevant) or School Site including resolving any matter within the School Site Specification in order to facilitate the timely service of any School Site Offer and completion of a School Site Transfer;
 - 9.4 in signing and dating any contract forming any School Site Offer in order that the said contract becomes legally enforceable between the parties at the earliest opportunity;
 - 9.5 in submitting progressing and/or considering any planning application (or application for Reserved Matters Approval as the case may be) required in order to deliver any School (or phase thereof as relevant);
 - 9.6 in sharing any Current Data with the Owner and the District Council as required for the EER;
 - 9.7 in commencing and progressing any statutory consultation or procurement exercise required in order to Provide any School (or phase thereof as relevant); and
 - 9.8 in notifying the Owner when the County Council commences the procurement process for any School (or phase thereof as relevant) and in keeping the Owner informed as to progress of the said process including in order that the Owner may be aware of any potential Security Point and when the same may arise as far in advance as is reasonably practicable.
- 10 to ensure that each School (or phase thereof as relevant) is Practically Completed and open for use as a School by members of the public so as to provide in a timely way school places for the children resident on the Site;
- 11 to engage with the Owner and take account of any representations from the Owner in relation to the timing of payments pursuant to any SEND Contribution Demand and in relation to the date for Identification and subsequently transfer of the SEND Site;
- 12 to take into account in the EER all relevant information and submissions from the Owner and/or the District Council;

- 13 to work with the Owner and the Adjacent Landowner and the District Council in observing the Guiding Principles so as to achieve the Fair Cost Principle;
- 14 not to serve a School Site Call Notice unless the County Council has at the time of such service a fixed intention to proceed in a timely way to take a transfer of the relevant School Site and deliver the relevant School and only to seek to delay transfer of the same with the agreement of the Owner and generally in connection with the Identification of and calling for School Sites (including the consideration of any later Triggers in the School Site Identification Programme or School Site Call Programme) to collaborate with the Owner and work towards the delivery of schools across the Wider Site in such a way that avoids the Owner incurring cost earlier than is necessary in the Identification, Reserving and Servicing of School Sites;
- 15 in relation to the Identification of any School Site submitted for Approval under Obligation 2 or Obligation 3 to act diligently and promptly to consider and determine the same within 20 Working Days of receipt with Approval to be deemed to be given if no such determination is communicated in writing to the Owner within the said 20 Working Days;
- 16 to use Reasonable Endeavours to support any application by the Owner or the District Council for Alternative Funding by providing such reasonable assistance and information as may be requested by the Owner or the District Council.

LIBRARY and LIFE LONG LEARNING

The County Council covenants with the Owner:

- 17 to act diligently and to use Reasonable Endeavours to secure that the Adjacent Land Agreement contains provision for the payment by the Adjacent Landowner to the County Council by the Occupation of 4,500 Dwellings of the Adjacent Land Library Contribution (however defined in the Adjacent Land Agreement) as a proportionate contribution by the Adjacent Landowner towards the costs incurred by the Owner in the construction of the Hub Library pursuant to the terms of this Deed even if such contribution is conditional on commencement of the Adjacent Land Development;
- 18 to undertake and complete the Library Review commencing no later than the Occupation of 4,000 Dwellings and to collaborate with the Owner in the same taking account of the representations of the Owner in that regard;
- 19 to act promptly in signing and dating any lease required as part of the Library Arrangements in order that the said lease becomes legally enforceable between the parties at the earliest opportunity and to respond promptly and reasonably to the Owner in discussing and agreeing the Library Arrangements.
- 20 to act diligently and to use Reasonable Endeavours in enforcing the terms of the Adjacent Land Agreement in relation to the payment of the Adjacent Land Library Contribution and Adjacent Land SEND Contribution and a proportionate contribution from the Adjacent Landowner to the Post 16 Facility and not to agree any variation to the same without the written consent of the Owner;
- 21 to pay to the Owner the Adjacent Land Library Contribution no later than 10 Working Days from the later of:
 - 21.1 receipt of the same from the Adjacent Landowner; and

- 21.2 written confirmation by the Owner to the County Council that the Owner has let a contract for the construction (or as the case may be the construction and the fitting-out) of the Hub Library.

PROVIDED THAT where the County Council is responsible for fitting out the Hub Library the County Council shall only be required to pay to the Owner so much of the Adjacent Land Library Contribution as will be incurred by the Owner in constructing the Hub Library such sum to be agreed or Determined in the Library Review AND FOR THE AVOIDANCE OF DOUBT it is agreed that nothing in this Deed shall be construed as to require the County Council to comply with its covenant in this paragraph 21 unless and until the County Council is in receipt of the Adjacent Land Library Contribution from the Adjacent Landowner.

TRANSPORT

- 22 to observe and perform the Table A Protocol insofar as it provides for matters to be attended to by the County Council.
- 23 to observe and perform the Transport Monitoring Protocol insofar as it provides for matters to be attended to by the County Council.
- 24 to share with the Owner all information received in relation to and arising from the Transport Monitoring Scheme and to do so promptly upon the information becoming available to the County Council and to respond diligently to any questions reasonably raised by the Owner in relation to such information.
- 25 to act diligently and reasonably in reviewing and approving each Transport Assessment and each Transport Technical Note submitted by or on behalf of the Owner and in so doing to have due regard to the Transport Monitoring Protocol PROVIDED THAT and it being acknowledged by the County Council that there is no requirement for or expectation on the Owner to contribute more than the Strategic Transport Contribution to strategic interventions it being agreed that strategic transport interventions are not the responsibility of the Owner nor is the Owner required or to be required in the future to make any contribution to the same over and above the Strategic Transport Contribution save as provided in paragraph 5 of Part 4 of Annex E and in paragraph 10.1 of Annex C but without prejudice to the acknowledgement in paragraph 5.2 of the Transport Monitoring Protocol.
- 26 to work positively and proactively in reviewing and commenting on any Early Transport Measures Transport Enhancement Measure and Additional Mitigation Measures (but without prejudice to the County Council's role as local highway authority including in relation to highway safety).

Annex A – Definition of Provide

In relation to the following matters the expression “Provide” (with “Provision being construed accordingly) shall have the meaning set out in this Annex A and the application of such expression shall apply separately to each part of the Site to which it is relevant.

Affordable Housing

In Schedule 3 Provide shall mean:

- 1 Practically Completed Affordable Housing Dwellings (including as appropriate adequate curtilage, access from the Affordable Housing Dwelling to and from a highway, parking space(s), service areas, walkways, gardens and other normal domestic facilities in each case as may be included within the relevant Reserved Matters Approval for the relevant Affordable Housing Dwellings) have been transferred freehold or long leasehold on reasonable commercial terms to a Provider or as otherwise agreed with the District Council PROVIDED THAT Discounted Market Sale Dwellings are not required to be transferred to a Provider to meet this definition of Provided (but instead shall require the Deed of Covenant and restriction on title to have been secured);
- 2 unless otherwise agreed in writing with the District Council the Provider (if one is required) has entered into an agreement with the District Council confirming the Provider will:
 - 2.1 adhere to the provisions of Clause 8 of this Deed; and
 - 2.2 ensure its residents have access to the relevant contact within the Provider (or their agent) for managing their individual Affordable Housing Dwellings; and
- 3 in relation to the first disposal only of Discounted Market Sale Dwellings the relevant Deed of Covenant has been entered into and the relevant restriction on title has been secured in accordance with the relevant Key Phase Affordable Housing Delivery Plan and relevant Residential Reserved Matters Area Affordable Housing Scheme.

Open Space/Strategic Open Space/Sports Pavilion (other than a Sports Pavilion which is part of a Community Building)

In Obligations 34 and 50 Provide shall mean (the Community Building/Sports Pavilion Protocol having first been followed where relevant) Practical Completion:

- 1 in accordance with the relevant Reserved Matters Approval to the written satisfaction of the District Council; and
- 2 with Management Arrangements having been put in place and evidence of the same having been provided to the reasonable satisfaction of the District Council provided always that where the Owner does not intend to retain responsibility and a Third Party is to be responsible for the Management Arrangements the Owner shall (prior to transferring the Management Arrangements to such Third Party) first have complied with Part 2 of the Management Principles where relevant and provided the following information to the District Council for its written approval:
 - 2.1 the details of the proposed Third Party;

- 2.2 details of how such Third Party is funded or the funds available to the Third Party to satisfy the District Council (acting reasonably) that the said Third Party has sufficient funds available for the long term management and maintenance of the relevant facility (including any funding to be contributed by the Owner); and
- 2.3 such other financial information as the District Council may reasonably require to satisfy itself that the Third Party is capable of funding the long term management and maintenance of the relevant facility.

Community Buildings (including any Sports Pavilion as part of the same)

In Part 1 and Part 3 of Schedule 5 Provide shall mean (the Community Building/Sports Pavilion Protocol having first been followed to the extent relevant in relation to the relevant Community Building) Practical Completion of the relevant Community Building:

- 1 in accordance with the approved relevant Community Building Specification and/or Sports Pavilion Specification, relevant Reserved Matters Approval to the written satisfaction of the District Council and where a Community Building is to contain the Hub Library that Community Building completed to a standard which is in accordance with the Library and Life Long Learning Facility Specification (unless otherwise agreed between the Owner and the District Council or as the case may be the County Council); and
- 2 with Management Arrangements having been put in place and evidence of the same having been provided to the reasonable satisfaction of the District Council provided always that where the Owner does not intend to retain responsibility and a Third Party is to be responsible for the Management Arrangements the Owner shall (prior to transferring the Management Arrangements to such Third Party) first have complied with Part 2 of the Management Principles where relevant and provided the following information to the District Council for its written approval:
 - 2.1 the details of the proposed Third Party;
 - 2.2 details of how such Third Party is funded or the funds available to the Third Party to satisfy the District Council (acting reasonably) the said Third Party has sufficient funds available for the long term management and maintenance of the relevant Community Building (or Community Buildings) including any funding to be contributed by the Owner; and
 - 2.3 such other financial information as the District Council may reasonably require to satisfy itself that the Third Party is capable of funding the long term management and maintenance of the relevant Community Building or Community Buildings;

PROVIDED THAT the requirements in paragraph 2 above shall not apply in relation to the Hub Library or the Interim Library where the said Third Party is to be the County Council or the Interim Health Facility where the said Third Party is to be NHS England or its nominee.

Early Stage Community Space

In Obligation 37 Provide shall mean continuing to make the Early Stage Community Space available to residents of the Development to the reasonable written satisfaction of the District Council

Interim Health Facility

In Obligation 44 Provide shall mean making available to the NHS and to the reasonable written satisfaction of the District Council the Interim Health Facility

MOD Link Road and any Other Links

In relation to the MOD Link Road and/or any Other Links as the context requires Provide shall mean construction of the MOD Link Road (or as the case may be the relevant Other Link) in accordance with the relevant Reserved Matters Approval but in relation to the Provision of the MOD Link Road and/or any Other Links as the context requires the expression Provide/Provision shall not be required (notwithstanding any requirement for the same in order for the MOD Link Road or such Other Link as the case may be to be regarded as being of adoptable standard if relevant) to include any dedication as highway or other grant of rights for such eastern section of the MOD Link Road or relevant section of any Other Link as the context requires which shall extend along the MOD Link Road (or along the relevant Other Link as the context requires) for 3 metres into the Site starting from the boundary of the Site with the Adjacent Land (in each relevant case the **“Non Dedicated Portion”** it being acknowledged that each of the MOD Link Road and each Other Link may have a Non Dedicated Portion) unless and until Appropriate Arrangements have been put in place PROVIDED THAT the Owner shall be entitled to erect a barrier or barriers across the MOD Link Road and across the Other Links to physically separate in each case the relevant Non Dedicated Portion from the rest of the MOD Link Road (or from the rest of the relevant Other Link as the case may be) and to retain the said barrier or barriers in place until Appropriate Arrangements are in place.

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Annex B – Education

Part 1 - School Site Identification Programme

A programme for identification of the School Sites by the Owner such that the County Council may ensure timely design of the Schools to be delivered on the Site in accordance with the following schedule (unless otherwise agreed in writing between the County Council and the Owner):

<u>School Site:</u>	<u>Earliest date or event for Identification of site</u>
First Primary School Site	10 Working Days after Commencement of Development
Second Primary School Site and School Site Expansion Land	Occupation of 1,000 Dwellings
Third Primary School Site and School Site Expansion Land	Occupation of 2,700 Dwellings
Secondary School Site and School Site Expansion Land	Occupation of 1,400 Dwellings
The SEND Site	As determined by the County Council following a SEND Review

Part 2 - School Site Call Notice Programme

A programme for the service by the County Council such that a School Site Call Notice may not require the transfer of a School Site earlier than as follows:

<u>School Site</u>	<i>Earliest event for Transfer of relevant School Site (unless otherwise agreed and where relevant to confirmation from the County Council or Determination)</i>
First Primary School Site	10 Working Days after Commencement of Development
Second Primary School Site	Occupation of 1,100 Dwellings
Third Primary School Site	Occupation of 2,800 Dwellings
Secondary School Site	Occupation of 1,500 Dwellings
The SEND Site	As confirmed by the County Council or Determined following a SEND Review
<i>School Site Expansion Land (but, as the context requires, subject to the Additional Primary FE Condition and/or as relevant the Secondary School Expansion Condition being first satisfied and where relevant subject to confirmation by the County Council or Determination as to the relevant area to be called for):</i>	
For the Second Primary School Site	As notified to the Owner by the County Council following an EER
For the Third Primary School Site	As notified to the Owner by the County Council following an EER
For the Secondary School Site	As notified to the Owner by the County Council following an EER

Part 3 – Form of School Site Call Notice

Name and Address

and via email to:

Dear Sirs

Regarding the S106 agreement made between (1) Secretary of State for Defence (2) South Cambridgeshire District Council and (3) Cambridgeshire County Council dated [] 2019

By service of this notice and pursuant to the above section 106 agreement Cambridgeshire County Council hereby serves notice that it requires transfer of the [] in accordance with the said s106 agreement no later than [].

If the notice relates to any School Site Expansion Land for the Secondary School it must append a plan identifying the part of the Secondary School Site Expansion Land consistent with the relevant School Site Expansion Land Outcomes

.....

[signature by relevant officer for the County Council]

Part 4 – School Payments Programme

School	School Payment (and any relevant condition)	Trigger Event (in each case not later than as stated)
First Primary School	£1,350,000 ("School Payment A1")	Within 10 Working Days of Commencement of Development
	£8,775,000 ("School Payment A2")	12 months following the Trigger Event for payment of School Payment A1
	£3,375,000 ("School Payment A3")	24 months following the Trigger Event for payment of School Payment A1
Second Primary School	£1,413,000 ("School Payment B1")	10 Working Days following service of the School Site Call Notice
	£9,184,500 ("School Payment B2")	12 months following completion of the transfer of the Second Primary School Site
	£3,532,500 ("School Payment B3")	12 months following the Trigger Event for payment of School Payment B2
Third Primary School	£1,413,000 ("School Payment C1")	10 Working Days following service of the School Site Call Notice
	£9,184,500 ("School Payment C2")	12 months following completion of the transfer of the Third Primary School Site
	£3,532,500 ("School Payment C3")	12 months following the Trigger Event for payment of School Payment C2
Secondary School phase 1 (6FE with core for 8 FE)	£2,250,000 ("School Payment D1")	10 Working Days following service of the School Site Call Notice
	£14,625,000 ("School Payment D2")	12 months following completion of the transfer of the Secondary School Site
	£5,625,000 ("School Payment D3")	12 months following the Trigger Event for payment of School Payment D2
Secondary School phase 2 (a further 2 FE)	£750,000 ("School Payment E1")	Occupation of 3,800 Dwellings
	£4,875,000 ("School Payment E2")	12 months following the Trigger Event for payment of School Payment E1
	£1,875,000 ("School Payment E3")	24 months following the Trigger Event for payment of School Payment E1
Additional Primary FE at the Second Primary School where the Additional Primary FE Condition is satisfied in relation to the Second Primary School	Up to 50% of the School Payment F Cap (or such other percentage as may be agreed at the time) ("School Payment F1") if the Additional Primary FE Condition shall be satisfied in relation to the Second Primary School (actual sum if any to be confirmed by the County Council following the relevant EER or Determined which sum shall not in combination with School Payment F2 exceed the School Payment F Cap)	10 Working Days following completion of the transfer of the relevant School Site Expansion Land

School	School Payment (and any relevant condition)	Trigger Event (in each case not later than as stated)
	Up to 50% of the School Payment F Cap (or such other percentage as may be agreed at the time) (" School Payment F2 ") if the Additional Primary FE Condition shall be satisfied in relation to the Second Primary School (actual sum if any to be confirmed by the County Council following the relevant EER or Determined which sum shall not in combination with School Payment F1 exceed the School Payment F Cap)	12 months following the Trigger Event for payment of School Payment F1
Additional Primary FE at the Third Primary School where the Additional Primary FE Condition is satisfied in relation to the Third Primary School	Up to 50% of the School Payment G Cap (or such other percentage as may be agreed at the time) (" School Payment G1 ") if the Additional Primary FE Condition shall be satisfied in relation to the Third Primary School (actual sum if any to be confirmed by the County Council following the relevant EER or Determined which sum shall not in combination with School Payment G2 exceed the School Payment G Cap)	10 Working Days following completion of the transfer of the relevant School Site Expansion Land
	Up to 50% of the School Payment G Cap (or such other percentage as may be agreed at the time) (" School Payment G2 ") if the Additional Primary FE Condition shall be satisfied in relation to the Third Primary School (actual sum if any to be confirmed by the County Council following the relevant EER or Determined which sum shall not in combination with School Payment G1 exceed the School Payment G Cap)	12 months following the Trigger Event for payment of School Payment G1
Additional secondary school provision (where either the Secondary School Expansion Condition or Additional Secondary School Condition is satisfied)	Up to 10% of the School Payment H Cap (or such other percentage as may be agreed at the time) (" School Payment H1 ") if the Additional Secondary Condition A shall be satisfied (actual sum if any to be confirmed by the County Council following the relevant EER or Determined which sum shall not in combination with School Payment H2 and School Payment H3 exceed the School Payment H Cap)	<p><i>Where the Secondary School Expansion Condition is met:</i></p> <p>10 Working Days following completion of the transfer of the relevant School Site Expansion Land</p> <p><i>Where the Additional Secondary School Condition is met:</i></p> <p>10 Working Days following written confirmation by the County Council (or Determination) that the Additional Secondary School is the preferred means of providing the additional capacity agreed or Determined in accordance with the EER and that the relevant transfer of the relevant part of the Adjacent Land to accommodate the same has been completed</p>

School	School Payment (and any relevant condition)	Trigger Event (in each case not later than as stated)
	Up to 65% of the School Payment H Cap (or such other percentage as may be agreed at the time) (" School Payment H2 ") if the Additional Secondary Condition A shall be satisfied (actual sum if any to be confirmed by the County Council following the relevant EER or Determined which sum shall not in combination with School Payment F1 and School Payment F3 exceed the School Payment H Cap)	12 months following the Trigger Event for payment of School Payment H1
	Up to 25% of the School Payment H Cap (or such other percentage as may be agreed at the time) (" School Payment H3 ") if the Additional Secondary Condition A shall be satisfied (actual sum if any to be confirmed by the County Council in consultation with the ERG or Determined) which sum shall not in combination with School Payment F1 and School Payment F3 exceed the School Payment H Cap	24 months following the Trigger Event for payment of School Payment H1
SEND Facility	£3,485,682 (" School Payment I1 ")	Following the SEND Review and within 10 Working Days of receipt of the SEND Contribution Demand from the County Council (which demand shall not be made earlier than the Occupation of 2,000 Dwellings and not later than the Occupation of 3,500 Dwellings)
	£3,485,681 (" School Payment I2 ")	12 months following the Trigger Event for payment of School Payment I1
Post 16 Facility	£3,990,000 (" School Payment J1 ")	Following the Post 16 Review and within 10 Working Days of receipt of the Post 16 Contribution Demand from the County Council (which demand shall not be made earlier than the Occupation of 2,000 Dwellings and not later than the Occupation of 3,500 Dwellings)
	£3,990,000 (" School Payment J2 ")	12 months following the Trigger Event for payment of School Payment J1

Part 5 – Education Evidence Review Process (EER)

1 Working Principles

- 1.1 The purpose of the EER is to determine, through reviews of child yield evidence in relation to the Development certain matters provided for in this Deed. The “**Baseline Provision**” by the Owner is:
 - 1.1.1 land and capital for three (3) Primary Schools each with 3 FEs (the Second Primary School and the Third Primary School having an initial core for 4 FEs);
 - 1.1.2 land and capital for one (1) Secondary School with 8 FEs to be delivered in two phases (with the first phase being 6 FEs with an 8 FE core and with the second phase being a further 2 FEs);
- 1.2 In addition to the Baseline Provision the Owner is reserving three (3) areas of School Site Expansion Land plus capital (if required) (“**the Additional Provision**”):
 - 1.2.1 one (1) hectare adjacent to the Second Primary School sufficient for a 4th FE;
 - 1.2.2 one (1) hectare adjacent to the Third Primary School sufficient for a 4th FE; and
 - 1.2.3 up to three (3) hectares adjacent to the Secondary School sufficient for up to 3 additional FEs.
- 1.3 These provisions are directed at ensuring the Owner meets the cost and land requirements of providing school places for the children resident on the Site, but no more, and whether or not the Owner must make any of the Additional Provision set out in paragraph 1.2 above (i.e. over the baseline) is dependent on the evidence of child yield from the Development.
- 1.4 In circumstances where the evidence may show that part of a relevant FE is the product of the FE Methodology, the Guiding Principles apply and the ERG will have a role and this is explained further below and within Part 3 of Annex I.
- 1.5 The relevant matters to which the EER is directed are:
 - 1.5.1 the Additional Primary FE Condition (including the extent of any Additional Primary FE required to meet the needs of the Development); and
 - 1.5.2 the Additional Secondary School Condition; and/or
 - 1.5.3 the Secondary School Expansion Condition (including the extent of any Secondary School Expansion required to meet the needs of the Development).
- 1.6 Decisions made by the County Council in relation to the education matters set out in this Annex D shall be made in accordance with the following principles (the “**Guiding Principles**”):

- 1.6.1 The County Council shall retain ultimate decision making responsibility in relation to the education matters provided for in this Deed subject to any Determination.
- 1.6.2 The ERG shall have a consultative role, and may make representations to the County Council in relation to matters falling within the scope of the County Council's decision making and adherence to the Guiding Principles, which representations the County Council shall take account of and where the County Council makes a decision which goes against any ERG representation, the County Council will explain its reasons.
- 1.6.3 In relation to the decisions made by the County Council three factors are of overriding importance:
- (i) each of the Development and the Adjacent Land Development must make education provision for children generated by their respective developments;
 - (ii) the County Council will want to avoid inefficient use of school provision and so is entitled to look across the Wider Site when making relevant decisions; and
 - (iii) the County Council will apply the Fair Cost Principle to its relevant decisions so as to ensure that neither the Owner nor the Adjacent Landowner is required to make any greater provision (whether by providing land and/or financial contribution) in relation to schools (including the Post 16 Facility and SEND Facility) and early years provision than is necessary to meet their own needs (subject to "rounding" as explained in particular in paragraphs 1.6.7-1.6.9 below).
- 1.6.4 To give effect to the principle that each of the Development and the Adjacent Land Development are only required to make education provision for children generated by their respective developments, the County Council has the ability under this Deed to call for the School Sites which are within the Baseline Provision, and School Payments. This Deed provides a "not before" stage for the relevant land transfers, but the County Council may decide to "push back" these stages by agreeing otherwise with the Owner at the time.
- 1.6.5 In order to determine whether and to what extent any of the Additional Provision is required, a two-stage EER will take place in this order:
- (i) a review of the evidence as to Child Yield from the Development. This will be based on the application of the Detailed Multiplier to the Approved Development Mix and the General Multiplier to the Development Balance at the time of the EER (but excluding from account any Specialist Housing which is agreed by the County Council to be such that it is unlikely to contribute to Child Yield), the indicative outcome of which will be interrogated by a broad range of Current Data producing an Actual Child Yield rounded to the nearest decimal point; and
 - (ii) the County Council will consider relevant information including outcomes and actions taken in relation to previous reviews and

evidence available in relation to the Adjacent Land Development (and vice versa) so that a holistic approach may be taken across the Wider Site throughout the course of its development. This second stage does not reduce the Actual Child Yield, but it provides context for a range of decisions by the County Council in relation to any Additional Provision, including:

- (A) whether the County Council should delay calling for any School Site;
- (B) whether and when to call for any School Site Expansion Land and the extent of it;
- (C) whether to require payment of any of School Payments F1, F2, G1, G2, H1, H2, H3, and if so how much; and
- (D) whether any School Site Expansion Land can be released.

1.6.6 The County Council shall, in relation to the above, apply the Fair Cost Principle and explain how it proposes this is to be achieved in connection with each decision made.

1.6.7 Where equivalent reviews in relation to the Adjacent Land Development are undertaken, it will be appropriate, depending on timing, for any Outcomes to be combined and considered with equivalent outcomes in relation to the Adjacent Land Development in a holistic manner before any rounding occurs. By way of an example:

- (i) where an EER suggests an additional requirement in relation to the Development of 0.6FE; and
- (ii) where a review of child yield in relation to the Adjacent Land Development suggests an additional requirement there of 0.3FE;

the County Council shall consider that a total requirement of 0.9FE has been demonstrated in relation to the Wider Site, which may be rounded to a whole FE (rather than rounding 0.6FE to a whole FE and 0.3FE to a half FE and so resulting in a requirement for 1.5FE). The County Council will use Reasonable Endeavours to enable evidence to be considered in timeframes which enable efficiency and fairness as between the Owner and the Adjacent Landowner.

1.6.8 Where such a calculation is made, as above in paragraph 1.6.7, the County Council shall always receive land and financial contributions for the final “rounded requirement” (i.e. a whole FE in the example above), but the starting point for apportioning that burden across the Development and the Adjacent Land Development shall be to apportion proportionately based on the evidence (i.e. $\frac{2}{3}$ cost to the Owner and $\frac{1}{3}$ cost to the Adjacent Landowner in the example above) unless prevailing circumstances (including adhering to these Guiding Principles) reasonably necessitates otherwise.

1.6.9 Subject to the above, FEs in the context of primary school provision are to be rounded up to the nearest half FE in relation to financial contributions

and to the nearest whole FE in relation to land. For secondary school provision, FEs are to be rounded to the nearest full FE.

2 **Timing of EERs**

2.1 EERs will take place:

2.1.1 As a review of Secondary School requirements only not later than the Occupation of 4,000 Dwellings ("**Secondary EER Point**"). This EER ("**Secondary EER**") may or may not result in an outcome that the Additional Secondary Condition A is satisfied and if it does result in such an outcome, the extent of additional capacity needed (including fractions of any additional FE required) will also be identified.

2.1.2 As a review of Primary School requirements only on three separate occasions being not later than ("**Primary EER Points**"):

(i) the Occupation of 4,000 Dwellings

(ii) the Occupation of 4,500Dwellings

(iii) the Occupation of 5,000 Dwellings

This EER ("**Primary EER**") may or may not result in an outcome that the Additional Primary FE Condition is satisfied and if it does result in such an outcome, the extent of additional capacity needed (including fractions of any additional FE required) will also be identified.

3 **Process**

3.1 Key to the process is agreement on the likely child yield from the Development. To inform that understanding 2 calculations will be undertaken:

3.1.1 The application of the Detailed Multiplier to the Approved Development Mix; and

3.1.2 The application of the General Multiplier to the Development Balance.

4 **FE Methodology**

4.1 In order to establish whether or not either or both of the Additional Secondary School Condition A or the Additional Primary FE Condition has or have been satisfied the following process shall be followed in each EER (as per paragraph 2 above) (but related to either Primary School or Secondary School requirements as the case may be) in order to establish the likely relevant Child Yield from the Development and then in order to agree or have Determined whether or not the Additional Secondary School Condition A or as the case may be the Additional Primary FE Condition shall have been satisfied:

4.1.1 At the Secondary EER Point and each of the Primary EER Points the Owner shall supply to the County Council the Approved Development Mix relevant at the time and confirmation of the number of Dwellings Occupied.

4.1.2 The Detailed Multiplier shall be applied by the County Council as relevant to the Approved Development Mix and the General Multiplier will be applied

to the relevant Development Balance the outcome of which exercise will be taken as indicative of the Child Yield relevant to the EER in question ("**Indicative Child Yield**") and the indicative number of FE (rounded up to the nearest decimal point) required to provide for the relevant Child Yield ("**Indicative FE**").

- 4.1.3 Upon receipt of the information set out in paragraph 4.1.1 above and having undertaken the exercise set out in paragraph 4.1.2 in relation to the Approved Development Mix the County Council shall interrogate the Current Data in order to establish the actual number of children residing on the Development at the relevant review point ("**Actual Child Yield**").
- 4.1.4 Where the Actual Child Yield differs from the Indicative Child Yield the County Council will notify the Owner and the District Council and provide a report (including details of the Indicative Child Yield and Indicative FE, evidence of the calculations performed, the Current Data used, the comparisons made and the assumptions used, all on an entirely open book basis and in accordance with the General Data Protection Regulations) setting out its initial conclusion as to the final Child Yield and the number of relevant FE which need not be expressed in terms of complete/whole FEs but shall include any fraction of a FE rounded up to the nearest decimal point required to provide for the Child Yield the outcome of which exercise shall be termed the "**Indicative Outcome**".
- 4.1.5 Following notification to the Owner and the District Council of the Indicative Outcome the Owner and the District Council shall have 10 Working Days to make representations to the County Council in respect of the Indicative Outcome.
- 4.1.6 Following receipt and consideration of any representation in accordance with paragraph 4.1.5 above the County Council shall write to the Owner and the District Council setting out its final conclusion as to the final Child Yield and the number of FE (which need not be in complete FE but shall include any fraction of a FE rounded up to the nearest decimal place) required to provide for the Child Yield as relevant to the EER in question the outcome of which exercise shall be termed the "**FE Outcome**".
- 4.1.7 The FE Outcome shall be Determined within 60 Working Days of receipt of the information provided in paragraph 4.1.1 and notified to the Owner and the District Council and the ERG as soon as practicable following such Determination and:
 - (i) in relation to the Secondary EER if the FE Outcome is greater than 8 FE then Additional Secondary Condition A shall be met and notice of the same shall be given by the County Council to the Owner and to the District Council and the ERG identifying the relevant number of forms of entry including any fraction of a FE; and
 - (ii) in relation to the Primary EER if the FE Outcome is greater than 9 FE then the Additional Primary FE Condition shall be met and notice of the same shall be given by the County Council to the Owner and to the District Council and the ERG identifying the relevant number of forms of entry including any fraction of an FE.

- 4.1.8 Where in relation to the Secondary EER Additional Secondary Condition A is not met or where in relation to the final Primary EER the Additional Primary FE Condition is not met the Owner may release the relevant School Site Expansion Land immediately following Determination of the FE Outcome pursuant to paragraph 4.1.7 above.
- 4.1.9 Where pursuant to paragraph 4.1.7(i) above Additional Secondary Condition A has been met the County Council shall (in accordance with the Guiding Principles and taking account of any representations made by the ERG regarding the same) give notice to the Owner and the ERG as to whether the Additional Secondary School Condition or the Additional Secondary FE Condition has been met within 10 Working Days of service of the notice of pursuant to paragraph 4.1.7(i).
- 4.1.10 Where pursuant to paragraph 4.1.9 above the Additional Secondary School Condition has been met the Owner may release the relevant School Site Expansion Land immediately following the County Council's decision in relation to the same.
- 4.1.11 Where pursuant to paragraph 4.1.9 above the Additional Secondary FE Condition has been met the Owner may release such parts of the relevant School Site Expansion Land that shall not be required to provide the full extent of the Additional Secondary FE.
- 4.1.12 Where pursuant to paragraphs 4.1.7(i) and 4.1.7(i) and/or paragraph 4.1.9 and/or paragraph 4.1.11 and having applied the Guiding Principles the County Council considers that any School Site Expansion Land is required the County Council may in writing confirm the same to the Owner by serving a School Site Call Notice and giving the date or event at which the relevant School Site Transfer will be required.
- 4.1.13 The outcomes from the exercise(s) described in paragraphs 4.1.8 – 4.1.12 shall be termed the “**School Site Expansion Land Outcomes**”.

Part 6 – School Site Specification

In this Annex “site” refers to the relevant School Site

Requirement	
Site requirement (required no later than the relevant School Site Offer)	Unencumbered freehold title to site. Site is to be provided for <u>NIL</u> consideration with all services available for connection within 6 months of date of transfer of the site. All non-servient easements, wayleaves and public rights of way are to be diverted around site.
General site issues (required at the time of transfer of the relevant School Site to the County Council)	Site shall be clear of refuse at time of transfer. Existing clean topsoil shall be retained and shall not be removed from site prior to transfer. Site shall be free from constraints such as live services, above and underground structures and obstructions, hard standings, paved areas, contamination, ancient hedgerows, drainage ditches, ponds, significant ecological/wildlife issues, SSSIs, Tree Preservation Orders and other planning designations, persistent flooding. Remediation to be carried out by developer at their cost. Full documentation to be provided which gives an audit trail demonstrating all work which has been carried out including associated validation reports
Site area and delineation (required at the time when the relevant School Site is Reserved)	Site areas to be as required by this Deed and delineated by concrete marker posts (min 900mm above ground level) located at each change of direction.
Temporary access (required at the time of the relevant School Site Offer)	An adequate haul road with no use restrictions shall be provided to enable plant, vehicles and machinery to access the site from the nearest adopted highway.
Site configuration (required at the time when the relevant School Site is Reserved)	Preferred shape is rectangular (with long side no longer than twice the short side). The Key Phase design code shall provide for a minimum of 130m road frontage to the site shown.

Requirement	
Levels (required at the time of the relevant School Site Offer)	The site shall be level and the maximum gradient across any direction shall not exceed 0.25m across whole site.
Site position within development	<p>The site shall have straight road frontage and shall not be situated on a corner near road junctions. The location will have been the subject of consultation with the County Council under Condition 10 (for Key Phase 1) or Condition 11 (for Further Key Phases). The location to be as central to the proposed catchment area and communities that it will serve as possible, unless location is dictated by physical constraints and/or the opportunity to reduce land take by providing playing fields within the green belt or green corridors.</p> <p>Where possible, schools should be sited so that the maximum walking distance for a child are as follows:</p> <ul style="list-style-type: none"> • To the primary school is less than 2 miles • To the secondary school is less than 3 miles <p>These are the statutory walking distances for children of these ages.</p> <p>Schools should be located close to public transport links and be served by a good network of walking and cycling routes.</p> <p>Sites for early years provision are required both in the centre of communities and also along commuter routes, in close proximity to employment sites and easily accessed by cycle, foot, car and public transport</p>
Site Plans (required to accompany the relevant School Site Offer)	The School Site Offer will attach a transfer plan to a maximum scale of 1:500 accompanied by a layout plan of the relevant Key Phase showing the existing road layout
Surveys & Investigations in relation to the relevant School Site and its immediate surrounds (required at the time when the relevant School Site is Reserved save as may be agreed between the Owner and the County Council)	The following documents (together with the assignment of the benefit to the County Council of any and all guarantees and/or collateral warranties associated with them) will be provided to the County Council the aim of which will be to sufficiently provide the County Council with redress from the provider in the event of error or inaccuracy PROVIDED THAT the County Council shall be entitled to call on the Owner to provide a deed of indemnity in which the Owner shall fully indemnify the County Council for any costs reasonably incurred by the County Council in relocating, re-routing, removing or disposing of any live service, underground structure or obstruction or contamination if:

Requirement	
	<p>a) the County Council has diligently sought redress pursuant to the said guarantees and/or collateral warranties but there is a shortfall in the cover provided to the County Council or b) the County Council considers (and shall explain the reasons therefor to the Owner) that the said guarantees and/or collateral warranties and validation reports will not provide sufficient redress in either case such indemnity to extend only to the shortfall in such redress:</p> <ul style="list-style-type: none"> • Planning statement of the relevant School Site and immediate surrounds to confirm existence of any listed buildings or scheduled monuments, and confirm whether the School Site and its immediate surrounds are within or near a Conservation Area or SSSI. • Full relevant topographical survey for the relevant School Site and its immediate surrounds ((copyright to be passed to the County Council)) to include boundaries, site features, all existing underground and above ground services, identifying type, level and route across the site, levels expressed relative to Ordnance Datum at 10m grid centres, drainage levels, adjacent development proposals for highways and infrastructure. • Full archaeological survey for the relevant School Site and its immediate surrounds as required by the County Council with evidence that it has been accepted by the County Council and no further archaeological works are required. • Detail and location plans of known previous site disturbances within the relevant School Site and its immediate surrounds, e.g. depth and location of previous archaeological excavations carried out by the developer could impact on foundation design and construction. • Results of site investigation carried out within the relevant School Site and its immediate surrounds to the relevant current British and European Standards, including BS 5930, BS EN 1997-1, BS EN 1997-2 and all related standards referred to therein (or other relevant replacement British and European Standards as are current at the time). This shall determine load bearing capacity of soils, soil types (and depths), type and location of any contamination and ground water level.

Requirement	
	<p>The County Council shall be granted a licence with no fee payable to enter the site to carry out any independent pre-construction surveys.</p> <p>Any dispute over the provision of a deed of indemnity may be referred by either party to an expert pursuant to clause 11 of this Deed.</p>
<p>Communications masts/above ground high tension cables</p> <p>(required at the time of the relevant School Site Offer)</p>	<p>Communications masts, 440,000v and other overhead electrical cables not to be located near to the site boundaries. This applies to all sites for any age range of child (eg early years sites, primary schools, secondary schools and special school).</p>
<p>Sound</p> <p>(required at the time of the relevant School Site Offer)</p>	<p>The acoustic requirements for the school site stated in BB93 (or any replacement design standard current at the time of site assessment) should be applicable to the school site at all stages of any surrounding development and on completion of the relevant Key Phase. For example, before, during and after construction of adjoining or nearby development that forms part of the same Key Phase and under the control of the same developer. Consideration needs to be given to the proximity to users which may produce significant noise impacts to the school leading to a significant impact on the teaching and learning environment at the school (including roads, railways and other transport routes).</p>
<p>Highway</p> <p>(required at the time of transfer of the relevant School Site to the County Council)</p>	<p>Adjacent roads, pavements and cycle ways to be constructed to adoptable standard up to base course level, final wearing courses to be laid within 12 months of site transfer or at a time to be agreed with the County Council.</p>
<p>Services generally</p> <p>(required at the time of transfer of the relevant School Site to the County Council)</p>	<p>All easements, wayleaves and associated installations to serve the site shall have been completed to the site boundary.</p> <p>In the event that incomplete agreements or installations threaten to delay delivery of the school (or phase thereof as relevant) the transferor shall undertake to provide temporary services to the site.</p>
<p>Water</p> <p>(required at the time of transfer of the relevant School Site to the County Council)</p>	<p>Unless otherwise agreed on site with the County Council and the service provider supply to terminate no less than 3 metres within site boundary at a position to be agreed with the County Council. Size of main and water pressure to meet the requirements a 3FE school in the case of the First Primary School, 4FE in the case of the Second Primary School and the Third Primary School and 11FE in the case</p>

Requirement	
	of the Secondary School with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.
Fire hydrant (required at the time of transfer of the relevant School Site to the County Council)	To be located approximately 5 metres within the front boundary at a position to be agreed with the County Council with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.
Gas (required at the time of transfer of the relevant School Site to the County Council)	<p>Unless otherwise agreed on site with the County Council and the service provider supply to terminate no less than 3 metres within site boundary at a position to be agreed with the County Council.</p> <p>Natural gas main to size and pressure to meet the minimum requirement of an operational 3FE school in the case of the First Primary School, 4FE in the case of the Second Primary School and the Third Primary School and 11FE in the case of the Secondary School with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.</p>
Electricity (required at the time of transfer of the relevant School Site to the County Council)	<p>Unless otherwise agreed on site with the County Council and the service provider supply to terminate no less than 3 metres within site boundary at a position to be agreed with the County Council. Size of supply to meet the minimum requirement of an operational 3FE school in the case of the First Primary School, 4FE in the case of the Second Primary School and the Third Primary School and 11FE in the case of the Secondary School with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.</p>
Telecoms (required at the time of transfer of the relevant School Site to the County Council)	<p>Unless otherwise agreed on site with the County Council and the service provider broadband connection to terminate no less than 3 metres within site boundary at a position to be agreed with the County Council. Sufficient number of telephone lines (20 as a guide) for a 3FE school in the case of the First Primary School, 4FE in the case of the Second Primary School and the Third Primary School and 11FE in the case of the Secondary School with appropriate terminations in the appropriate boxes/pits/inspection chambers.</p>
Foul & surface water drainage (required at the time of transfer of the relevant School Site to the County Council)	To provide details of any sustainable urban drainage scheme that has been prepared as a Key Phase strategy. Such a scheme may include attenuation, swales, balancing ponds, soak-a-ways and discharging into watercourses etc, and may have to be built to an adoptable standard. The onus for design, construction and approvals

Requirement	
	<p>scheme to the site boundary is to remain with the developer even though the school site may make use of and discharge into the system.</p> <p>If there is a requirement for pumping then this is not part of the school design, all associated infrastructure shall be off site and adopted by the drainage authority.</p> <p>If there are any restrictions on outfall from the site then these need to be stated by the developer, this usually applies to surface water and may dictate whether attenuation is required on the site.</p> <p>No open water shall be located adjacent to the school site.</p> <p>Connections to the foul sewerage system (to be adopted) shall be made available to accommodate the minimum requirement of a 3 FE school for the First Primary School, 4FE in the case of the Second Primary School and the Third Primary School and 11FE in the case of the Secondary School no less than 3 metres within the site boundary, at a position to be agreed with the County Council.</p>
<p>Sub-stations</p> <p>(required at the time of the relevant School Site Offer)</p>	<p>Any substation or pumping house is to be located beyond the site and not within 10m of school site boundary.</p>
<p>BREEAM</p> <p>(in relation to the site characteristics required at the time when the relevant School Site is Reserved)</p>	<p>Site characteristics and relevant Key Phase infrastructure shall not hamper or impede the aim of achieving VERY GOOD BREEAM rating.</p>
<p>Boundaries</p> <p>(required no later than the relevant School Site Offer unless otherwise agreed with the County Council)</p>	<p>When contemplating design and uses for adjoining development developers should be aware of the following typical school boundary specification.</p> <p>All site boundaries (other than the front boundary) fenced with 1800mm high weld mesh on steel posts in accordance with BS 1722 (or other relevant replacement British Standard current at the time). The front boundary to be 1800mm high galvanised steel railings. One pedestrian entrance to be provided on the front boundary, a second on an alternative boundary in an agreed position, each with steel gates, and three vehicular entrance (on differing boundaries) with steel gates complete with crossovers of pavements to highways constructed to adoptable standard. Any and all boundary treatments, hedges, etc, required by planning conditions are to be provided in-situ.</p>

Requirement	
	<p>Each entrance to have level access to roads that are or shall be adopted or constructed to adoptable standard.</p> <p>In terms of early years provision there is a need for; outside space to be clearly defined and have the ability to be securely fenced off, pedestrian access and off road car parking.</p>

HM Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1 Title number(s) out of which the property is transferred:

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

The property is identified

☒ on the attached plan and shown: edged red

☐ on the title plan(s) of the above titles and shown:

4 Date:

5 Transferor:

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

CAMBRIDGESHIRE COUNTY COUNCIL

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

Shire Hall, Castle Hill, Cambridge, Cambridgeshire, CB3 0AP

8 The transferor transfers the property to the transferee

9 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

☒ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

1 **Definitions and interpretations**

1.1 In this Additional Provisions section:

“Cycleways” means the cycleways constructed or to be constructed from time to time across the Estate;

“Estate” means the property shown edged on Plan 2 which is registered at the Land Registry under title number [], together with such additional land as the Transferor may designate as being part of the Estate from time to time and a reference to the Estate is to the whole or a part of it as the context requires;

“Estate Roads” means the estate roads constructed or to be constructed across the Estate from time to time;

“Footpath/Cycleway Access” means a crossing for pedestrians and/or cyclists;

“Pathways” means the footpaths and any bridleways constructed or to be constructed across the Estate from time to time;

“Permitted Use” means the use of the Property as a non-fee paying school and any and all purposes reasonably ancillary thereto including [] *[Drafting note – to complete at the time of transfer]*

“Plan 1” means the plan identified as “Plan 1” attached to this Transfer;

“Plan 2” means the plan identified as “Plan 2” attached to this Transfer;

“S.106 Agreement” means the deed dated [] 2019 and made between Secretary of State for Defence (1) South Cambridgeshire District Council (2) and Cambridgeshire County Council (3) in relation to the development of the Estate as may be varied or modified and any agreement supplemental to it;

“School Permission” means the relevant permission obtained by the Transferee for the lawful development of the Property and its occupation and use in accordance with the Permitted Use

“Services” means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;

“Service Media” means the sewers, drains, watercourses, pipes, cables, wires channels, conduits, flues, gutters, gullies, ducts, shafts, any sustainable urban drainage systems and mains (or any of them) and all other media used for the passage of Services; and

“Vehicular Crossing” means a crossing for vehicles including all necessary kerbs, sight lines and vision splays.

1.2 The expressions “Transferor” and “Transferee” shall include the successors in title of the Transferor (to all or any part of the Estate) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.

1.3 Any covenant by the Transferor or Transferee not to do something includes an obligation not (so far as it is within the control of the Transferor or the Transferee to allow or permit that thing to be done).

- 1.4 The clause and schedule headings are for ease of reference only and are not to be taken into account when construing this document.
- 1.5 For the purposes of this Transfer the word “unbuilt” shall not include those parts of the Estate used (or intended to be used) as roadways or pavements.
- 1.6 “Planning Permission”, “Condition”, and “Reserved Matters Approval” shall have the respective meanings as set out in the S.106 Agreement

2 Incumbrances

- 2.1 The Property is transferred:
 - 2.1.1 with the rights set out in Schedule 1; and
 - 2.1.2 excepted and reserved the rights as set out in Schedule 2.

3 Agreements and declarations

- 3.1 The Transferor covenants with the Transferor as set out in Schedule 3 and the Transferee covenants with the Transferor as set out in Schedule 4.
- 3.2 The parties declare that:
 - 3.2.1 the operation of sections 62(1) and (2) of the Law of Property Act 1925 in relation to this Transfer is qualified so as not to include any liberties, privileges, easements, rights and advantages over or in respect of the Estate and/or the Property; and
 - 3.2.2 no easement or other such right for the enjoyment of the Property over the Estate and/or the Property is created otherwise than by express grant in this Transfer.
- 3.3 As the Transferee hereby acknowledges, the right for the Transferee to enforce any covenant of whatsoever nature imposed by the Transferor whether before or after the date hereof upon the Estate or any part of the Estate is expressly excluded from this Transfer and the Transferor shall be free in its absolute discretion to dispose of any part of the Estate free from all covenants or subject to such covenants as it may in its absolute discretion think fit.
- 3.4 The Transferee in respect of the Property enjoys no rights of light or air from the Estate and that nothing in this Transfer shall hinder the right of the Transferor to develop the Estate in any manner the Transferor thinks fit.
- 3.5 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.
- 3.6 The parties may vary this Transfer without the consent of a third party to whom an express right to enforce any of its terms has been provided.

Schedule 1

(Rights granted)

- 1 The right of free and uninterrupted passage of the Services from and to any part of the Property through the Service Media, which now are or may at any time following the date of this Transfer be in, on or under the Estate.
- 2 (Subject to the conditions set out in paragraph 11) the right to lay, install or connect to the Service Media referred to in paragraph 1, Service Media to serve the Property.

- 3 (Subject to the conditions set out in paragraph 11) the right of entry upon such unbuilt parts of the Estate as are reasonably necessary for the purpose of laying, repairing, maintaining, renewing, replacing, installing or connecting to the Service Media referred to in paragraphs 1 and 2.
- 4 The right of support, shelter and protection as enjoyed by the Property from the Estate at the date of this Transfer.
- 5 The right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles over and along the Estate Roads in order to gain access to the Property and/or any publically maintained road.
- 6 The right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass on foot only over the Pathways in order to gain access to the Property and/or any publically maintained road.
- 7 The right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass on bicycle only over the Cycleways in order to gain access to the Property and/or any publically maintained road.
- 8 (Subject to the conditions set out in paragraph 11) The right to enter onto any unbuilt parts of the Estate for the purpose of:
 - 8.1 constructing, maintaining Vehicular Crossings and/or Footpath/Cycleway Access connecting the Property to any Estate Road, Cycleway or Pathway on the Estate; and
 - 8.2 demarking, maintaining and clearing any sight lines or vision splay used in connection with a Vehicular Crossing.
- 9 (Subject to the conditions set out in paragraph 11) The right to enter upon any unbuilt parts of the Estate for the purpose of repairing and maintaining any building on the Property or any boundary treatment where such repair or maintenance work cannot reasonably be undertaken within the boundaries of the Property.
- 10 The right of uninterrupted and unimpeded access of light and air over the Estate to any buildings from time to time on the Property.
- 11 The exercise of the rights referred to in paragraphs 2, 3, 8 and 9 above is subject to the conditions that:
 - 11.1 before exercising any such right (except in the case of emergency), the Transferee is to give reasonable prior written notice to the Transferor specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the work and the method of undertaking the work which the Transferee requires to execute on the Estate, and such other information as the Transferor may reasonably require;
 - 11.2 the Transferee requires the prior approval in writing of the Transferor for the works to be done on the Estate (approval not to be unreasonably withheld or delayed);

- 11.3 in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities; and
- 11.4 in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance and/or damage as possible, and make good all damage done to the Estate to the Transferor's reasonable and proper satisfaction.

Schedule 2

(Rights reserved)

- 1 The right of support shelter and protection as enjoyed by the Estate from the Property at the date of this Transfer.
- 2 The right during school holidays to enter upon the Property for the purpose of repairing and maintaining any building on the Estate or any boundary treatment where such repair or maintenance work cannot reasonably be undertaken within the boundaries of the Estate subject to the following conditions:
 - 2.1 before exercising any such right (except in the case of emergency), the Transferor is to give the Transferee not less than 15 days' written notice prior to the relevant school holiday specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the work and the method of undertaking the work which the Transferor requires to execute on the Property, and such other information as the Transferee may reasonably require;
 - 2.2 the Transferor requires the prior approval in writing of the Transferee for the works to be done on the Property (approval not to be unreasonably withheld or delayed);
 - 2.3 in exercising any such right, the Transferor is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferee (not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities; and
 - 2.4 in carrying out the work, the Transferor is to act with due diligence, cause as little disturbance, damage as possible, and make good all damage done to the Property to the Transferee's reasonable and proper satisfaction.

Schedule 3

(Transferor's covenants)

Not to:

- 1 obstruct any sight line or vision splay referred to in paragraph 8(b) of Schedule 1;

- 2 construct or permit to be constructed or erected:
 - 2.1 within 2000m of the Property any telecommunications mast and /or 440,000v electric power cables;
 - 2.2 within 100m of any boundary of the Property 11,000v overhead electric cables;
 - 2.3 within 10m of any boundary of the Property any electricity substation and or pumping station;
 - 2.4 any structure and/or building on the Service Channels defined in a S106 Agreement dated [] made between [] to the extent that it is within the power of the Transferor to determine such matters including the location of any such cables, facilities, structures or buildings, or suchlike.

Schedule 4

(Transferee's covenants)

For the benefit and protection of the Transferor's retained land at the Estate at the date of this Transfer or any part or parts of it and so as to bind the Property and each and every part of it the Transferee covenants with the Transferor:

- 1 not to use the Property other than for the Permitted Use and in the delivery of any school or additional form of entry to do so only in accordance with the design code applicable in relation to the relevant key phase of the Estate;
- 2 until the date of Adoption of the Pathways, Cycleways and Estate Roads if called upon to do so by the Transferor or any Relevant Authority to enter into any deed or other agreement with any third party to facilitate the Adoption of the Pathways, Cycleways or Estate Roads in terms that are satisfactory to such third party;
- 3 to comply with any relevant Conditions under the Planning Permission as if the School Permission were a Reserved Matters Approval under the Planning Permission.

13 Execution

[EXECUTION CLAUSE FOR TRANSFEROR]

Executed as a deed by affixing the common seal of)
CAMBRIDGESHIRE COUNTY COUNCIL)

Authorised Signatory

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Part 8 – Form of Bond

(Guarantee No. []/)

DATED 20[]

[NAME OF NEW OWNER FOLLOWING DISPOSAL OF SECRETARY OF STATE'S INTEREST IN THE SITE] (1)

and

Cambridgeshire County Council (2)

Guarantee Bond

Relating to []

(Guarantee No: []/)

THIS GUARANTEE BOND is made the day of 20[]

BY THIS GUARANTEE BOND WE [] of [] ("the Guarantor") are bound unto **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB3 0AP ("the County Council") in the sum of [] POUNDS (£[])

WHEREAS

[] (Company Registration Number []) whose registered office is at [] ("the Primary Obligor") is required pursuant to the provisions of an Agreement dated the [] day of [] made between [] and [] ("the Section 106 Agreement") to pay to the County Council the sum of [] Pounds ("the Obligation") as to part on [] and part on [] *[as applicable]*

The Section 106 Agreement anticipates security in the form of a guarantee bond to secure certain school payments related to the delivery by the County Council of schools

This Guarantee Bond is to be that security

NOW: -

- 1 **SUBJECT** only to the provisions of clause 7 hereof as to the timing of demand and
provision of a further Guarantee Bond and to the provisions of clause 4 hereof as to
the maximum aggregate liability of the Guarantor the Guarantor hereby irrevocably
and unconditionally guarantees as a primary obligor the Obligation.
- 2 **ANY** demand for payment ("the Demand") by the County Council shall be in the form
of the Demand set out in the Schedule One to this Guarantee Bond (with all sections
completed signed and countersigned as required).
- 3 **SUCH** a Demand (provided it is delivered in accordance with clause 11 hereof, and is
not for a sum exceeding the maximum aggregate liability as specified in clause 4

hereof) shall be accepted by the Guarantor as evidence for the purposes of this Guarantee Bond that the amount claimed by the County Council is due to the County Council

- 4 **THE** Guarantor's maximum aggregate liability under this Guarantee Bond shall be [] POUNDS (£[]) (but not to exceed the liability of the County Council under its contract for the relevant school) or such reduced sum as shall be applicable pursuant to the provisions of clause 5 hereof
- 5 **THE** amount of the Guarantee Bond shall be reduced by any amount or amounts in respect of the Obligation which have or shall have already been paid to the County Council ("the Reduction") but only upon the County Council certifying in writing to the Guarantor that the Primary Obligor has reduced its liability to pay ("the Reduction Certificate"). Any such Reduction Certificate shall be in the form of the Reduction Certificate set out in Schedule Two with all sections completed signed and countersigned as required.
- 6 **THIS** Guarantee Bond may be cancelled before the Expiry Date (as defined in clause 7 hereof) by the County Council certifying to the Guarantor that the Primary Obligor has discharged the Obligation ("the Cancellation Certificate). Any such Cancellation Certificate shall be in the form of the Cancellation Certificate set out in Schedule Three with all sections completed signed and countersigned as required.
- 7 **IF** the Cancellation Certificate is not issued before the Expiry Date this Guarantee Bond shall expire at 5.00pm (London time) on the [] day of [] 20[] ("the Expiry Date") [to be agreed]. PROVIDED THAT on or before the expiry date of one month from the Expiry Date the Primary Obligor hereby agrees that it will deposit with the County Council a further Bond for any balance of the Obligation then outstanding but otherwise in identical terms to this Guarantee Bond including this provision. Upon the Expiry Date this Guarantee Bond shall be null and void as regards any claim made by the County Council under this Guarantee Bond which has not been delivered to the Office (as defined in clause 11 hereof) prior to the Expiry Date (and the County Council acknowledges that time is of the essence in this regard).
- 8 If the Primary Obligor shall have failed to obtain a further Guarantee Bond in the terms referred to in clause 7 hereof all sums secured by the within-written Guarantee Bond shall become due and payable and notice upon or after that date (but before the Expiry Date) may be given in writing by the County Council to the Guarantor to hold that sum in an account of [] Bank pic bearing interest at the rate of []% below [] Bank pic's base rate for the benefit of the County Council which amount the County Council shall be entitled at any time thereafter to apply to the Guarantor for payment thereof (including interest) PROVIDED ALWAYS that any balance in that account after the County Council has completed all its claim under the Section 106 Agreement shall accrue to the Guarantor.
- 9 **PAYMENT** in respect of any Demand made by the County Council which complies with the requirements of this Guarantee Bond shall be made by the Guarantor by telegraphic transfer in pounds sterling to such bank account in the United Kingdom as the County Council shall specify in the Demand for value within 14 days of delivery of the Demand.
- 10 **FOR** the avoidance of doubt, it is agreed that as between the County Council and the Guarantor it is agreed that the County Council shall be entitled to enforce this Guarantee Bond directly against the Guarantor without being required to take any prior

action against the Primary Obligor or to seek to enforce any claim against the Primary Obligor.

11 **WHERE** a notice or demand is given by the County Council it may be served by leaving it, or sending it by recorded delivery post or special delivery to the Guarantor at the Office (defined below) (or to such substitute address notified by the Guarantor to the County Council in writing) in a letter referring to this Guarantee Bond, this clause and enclosing a copy of the Guarantee Bond or if no substitute address is notified as specified in clause 12 below) marked for the attention of: [The Manager, Guarantees] [] ("the Office") such notice or demand shall only be effective from the date on which it is actually delivered to the Office.

12 **SUCH** demand may be served at the registered office of [] in the circumstances where [] are no longer at the Office.

13 **THE** Guarantor hereby unconditionally and irrevocably acknowledges to the County Council that this Guarantee Bond is an "on demand" Guarantee and without prejudice to the generality of the foregoing that it will not be discharged, impaired, released or otherwise affected by:

13.1 any time or indulgence granted by the County Council to the Primary Obligor or any other person, firm or company in relation to the Section 106 Agreement;

13.2 any compromises made by the County Council with the Primary Obligor or any other person, firm or company in relation to the Section 106 Agreement;

13.3 any defect in the execution of the Section 106 Agreement or any invalidity, illegality or unenforceability in respect of the Obligation;

13.4 the winding-up, dissolution, administration or reorganisation of the Primary Obligor or any change in its constitution, status, function, control or ownership;

13.5 any disability, incapacity or lack of any borrowing powers of the Primary Obligor or by any act, omission or fraud of the Primary Obligor or of any officer or employee of the Primary Obligor or any other person or by the non-existence of any matter or lack of authority of any director or other person appearing to be acting for the Primary Obligor in any manner

PROVIDED ALWAYS that nothing in this clause 13 shall affect the provisions of clause 7 ("the Expiry Date")

14 **THIS** Guarantee Bond may not be amended or varied in any manner except by a Reduction Certificate (see clause 5) a Cancellation Certificate (see clause 6) or by an instrument in writing expressly stated to be an amendment to this Guarantee Bond such instrument being signed by a duly authorised representative of each of the Guarantor, the County Council and the Primary Obligor

15 **THE** benefit of this Guarantee Bond is personal to the County Council and is not transferable or assignable by the County Council without the prior written consent of the Primary Obligor and the Guarantor such consent not to be unreasonably withheld and in the event of such assignment or transfer the County Council shall give notice in writing thereof to the Guarantor and the Primary Obligor and after such notice such assignee shall be deemed to be the County Council for the purposes of this Guarantee Bond

16 **THIS** Guarantee Bond shall be governed by and construed in all respect in accordance with the Laws of England and the Guarantor hereby irrevocably submits to the exclusive jurisdiction of the English Courts

IN WITNESS whereof this Guarantee Bond has been duly executed and delivered as a Deed the day and year first before written

SCHEDULE ONE
FORM OF DEMAND
(by the County Council from the Guarantor)

To: Guarantees

[] *[To be inserted]*

[by hand/recorded delivery/special delivery]

[DATE]

Dear Sirs

Re: Guarantee issued in favour of [BENEFICIARY] [Guarantee No.] Dated []
20[] ("the Guarantee") – Demand for Payment

We refer to the Guarantee Bond.

This is a Demand (as defined in the Guarantee Bond).

1 We declare that the Obligation (as defined in the Guarantee Bond) has not been performed [in part] and we certify that the sum of [£] is due [and has remained unpaid for at least fourteen days]. We therefore demand payment of the sum of [£]

2 Payment should be made to the following account:

Name: []

Bank: [] plc/Limited []

Account Number: []

Sort Code: []

Being the account of Cambridgeshire County Council

3 The date of this Demand is not later than the Expiry Date (as defined in the Guarantee Bond)

Signed by the [Beneficiary] _____

Countersigned by [] of [] _____

Being []

Of []

(the Beneficiary's English Solicitors) *[If external solicitors are acting]*

Solicitors Firm Stamp:-

END OF SCHEDULE ONE

SCHEDULE TWO
FORM OF REDUCTION CERTIFICATE
(by the County Council to the Guarantor)

To: Guarantees

[] *to be inserted*

[by hand/recorded delivery/special delivery]

[DATE]

Dear Sirs

Re: Guarantee issued in favour of [BENEFICIARY]

Guarantee No. []/ []

Dated [] 20[] ("Reduction Certificate")

We refer to the Guarantee Bond.

This is a Reduction Certificate as defined in the Guarantee Bond

- 1 We confirm that the sum of [£] has been received by us and the Obligation (as defined in the Guarantee Bond) is now for the payment of the reduced sum of [£]
- 2 For the avoidance of doubt it is now agreed that the maximum aggregate liability under the Guarantee Bond is for all purposes now [£]

Signed by the County Council _____

Countersigned by [] of [] _____

Being []

Of []

(the Beneficiary's [English] Solicitors) *[if external solicitors are acting]*

Solicitors Firm Stamp:-

END OF SCHEDULE TWO

SCHEDULE THREE
FORM OF CANCELLATION CERTIFICATE
(by the County Council to the Guarantor)

To: Guarantees

[] *[to be inserted]*

[by hand/recorded delivery/special delivery]

[DATE]

Dear Sirs

Re: Guarantee issued in favour of [BENEFICIARY]

Guarantee No. []/[]

Dated [] 20[] ("the Guarantee") – Cancellation Certificate

We refer to the Guarantee Bond.

This is the Cancellation Certificate as defined in the Guarantee Bond

- 1 We declare that the Obligation (as defined in the Guarantee Bond) has been fully performed.
- 2 For the avoidance of doubt it is declared by us that the Guarantee Bond is of no further effect and is cancelled.

Signed by the County Council _____

Countersigned by [] of [] _____

Being []

Of []

(the Beneficiary's [English] Solicitors) *[If external solicitors are acting]*

Solicitors Firm Stamp:-

END OF SCHEDULE THREE

Annex C – Reviews Process

The District Council and the Owner agree that Reviews will be carried out in accordance with the following:

1 Introduction

- 1.1 The Affordable Housing purpose is through the Reviews to maximise the provision of Affordable Housing (the objective being to achieve Policy Target and meet local housing needs) as part of the Development by carrying out a periodic review of development profitability in accordance with this Annex C.
- 1.2 All reviews of the Project Appraisal are to be undertaken in good faith and for the avoidance of doubt not in order to “bank” levels of Affordable Housing provision at the Minimum Level or otherwise below Policy Target by either stalling works or bringing forward multiple Further Key Phases in close succession save as may be properly justified and explained (pursuant to Condition 11) as being appropriate for delivering a sustainable and appropriate mixed and balanced Development.
- 1.3 The number and tenure of Affordable Housing for Key Phase 1 has been agreed at the Key Phase 1 Affordable Housing Quantum at the Default Tenure Mix.
- 1.4 For Further Key Phases, the number and tenure of Affordable Housing to be provided is to be agreed or Determined in a Review carried out in accordance with this Annex C but always subject to the following principles (“**Lifetime Principles**”).
- 1.5 The Lifetime Principles are as follows:
 - 1.5.1 Subject to paragraph 1.5.3 below the number of Affordable Housing Dwellings:
 - (i) across the Development as a whole (combined with the value of any Offsite Affordable Housing Contribution paid) shall not exceed Policy Target and shall not be below the Minimum Level as applied to the Development as a whole; and
 - (ii) on any Further Key Phase shall not exceed Policy Target and shall not be below the Minimum Level as applied to that Further Key Phase.
 - 1.5.2 The Owner shall secure no less than Target IRR over the life of the Development.
 - 1.5.3 In conducting any Review the Owner and the District Council shall pay special regard to the desirability of achieving a balanced distribution of Affordable Housing Dwellings across the Development as a whole.
- 1.6 Subject to the terms contained therein (and to the Lifetime Principles and the rest of this Annex C) paragraph 5 of this Annex C makes provision in relation to Net Value Receipts and to that end it is acknowledged as follows:
 - 1.6.1 a Commercial Agreement entered into (or Appropriate Arrangements otherwise determined) is expected to make provision for payments between the Owner and the Adjacent Landowner which receipts/payments may

comprise an element of value (Value Receipts/Value Payments) and an element of cost (Costs Receipts/Costs Payments);

- 1.6.2 Costs Receipts and Costs Payments are to be treated as reducing/increasing the Owner's relevant costs (as the case may be) and shall be reflected accordingly in any relevant Review (as provided for in paragraphs 3.4.4 and 3.4.5) and do not form part of the consideration under paragraph 5; and
- 1.6.3 Value Receipts and Value Payments are to be extracted and reported on separately and to the extent Value Receipts exceed Value Payments it is the difference (if any) between the two (Net Value Receipts) that forms part of the consideration under paragraph 5.

2 Overview of the Excess

- 2.1 As described below where any Review produces an Excess that Excess is to be shared equally between the District Council as Council's Excess (in the first instance and subject to Policy Target to be used for the provision of additional Affordable Housing and with any residual Council's Excess beyond that being termed Transport Excess and made available to the County Council as provided for below) and the Owner as Owner's Excess (such Owner's Excess being retained by the Owner as profit and thereafter being treated in accordance with paragraph 3.4.8 of this Annex).
- 2.2 In pursuance of the Lifetime Principles above, the number of Affordable Housing Dwellings in any Further Key Phase (unless otherwise agreed between the Owner and the District Council) shall not exceed Policy Target as applied to that Further Key Phase and shall not be less than the Minimum Level and shall (subject to paragraph 4.4 below or as may otherwise be agreed) be provided at the Default Tenure Mix.
- 2.3 Where as part of the Review for the final Key Phase it is agreed or Determined that Policy Target will be achieved across the Development as a whole any residual Council's Excess (termed the Transport Excess as explained further in paragraph 10 below) shall be made available to the County Council.

3 Project Appraisal

- 3.1 For each Review the Owner will supply to the District Council a Project Appraisal for its written Approval in accordance with this paragraph 3.
- 3.2 For each Review the Owner shall update the Inputs in the Project Appraisal together with providing, as appropriate, relevant information forecasts and evidence in support.
- 3.3 The Owner shall provide Inputs together with evidence from within the scheme and other comparable schemes (to the extent such comparable information is considered appropriate by the District Council).
- 3.4 In preparing a Project Appraisal, Inputs shall include but not be limited to the following (but shall avoid any double counting):
 - 3.4.1 receipts (including anticipated receipts including where not yet subject to a disposal and/or contractual values and/or consideration secured as part of a disposal) on each and all disposals of Serviced land (and for the avoidance of doubt a disposal includes a conditional contract, building licence or building lease granted to a third party of such Serviced land);

- 3.4.2 receipt(s) (but only when received by the Owner and not as projected) of any Adjacent Land Library Contribution;
- 3.4.3 all costs in connection with the Development including the cost of complying with this Deed and the Planning Permission AND FOR THE AVOIDANCE OF DOUBT including:
- (i) the cost of making School Payments F1, F2, G1, G2, H1, H2 and H3;
 - (ii) the cost of Reserving and transferring all School Site Expansion Land required in relation to the Second Primary School, the Third Primary School and the Secondary School unless in accordance with this Deed the same is/are confirmed as not required to be paid/transferred as the case may be;
 - (iii) the cost of providing Adequate Security in relation to all Secured School Payments (subject in relation to each Secured School Payment a Security Notice having been validly served by the County Council); and
 - (iv) the assumed expenditure of the full extent of both the Transport Enhancement Fund and the Community Fund (unless otherwise required pursuant to the terms of this Deed) it being acknowledged that following the Occupation of 4,100 Dwellings (if not earlier in accordance with the Community Fund Balance Protocol) there shall no longer be a Community Fund Balance (with any equivalent value from that point therefore no longer being assumed as a cost in the relevant Project Appraisal);
- 3.4.4 any Cost Receipts (to be included in a Project Appraisal only when actually received and not as projected);
- 3.4.5 any Costs Payments whether paid or projected;
- 3.4.6 any rental income from any commercial letting on the Development and all estate management and other costs associated with the same;
- 3.4.7 all costs and receipts in relation to disposals on the Papworth Land; and
- 3.4.8 as an assumed cost the value of any Owner's Excess demonstrated in any previous Review(s) in accordance with paragraph 4.12.

4 Review Procedure

- 4.1 The Owner and the District Council agree that a Review shall be carried out in accordance with this Review Process set out in this paragraph 3.1.
- 4.2 The Owner shall issue to the District Council:
- 4.2.1 a draft Project Appraisal in order to illustrate the likely Achieved IRR based on including Affordable Housing in the draft Project Appraisal assuming:
 - (i) provision of Affordable Housing for each Key Phase defined as approved under Condition 10 (for Key Phase 1) or Condition 11 (for

- Further Key Phases) prior to the Further Key Phase under consideration in accordance with the relevant Key Phase Affordable Housing Delivery Plan;
- (ii) the Minimum Level of Affordable Housing for the Further Key Phase under consideration at the Default Tenure Mix; and
 - (iii) the Minimum Level of Affordable Housing for the remainder of the Development at the Default Tenure Mix (to the extent not covered by (i) or (ii) above);
- 4.2.2 supporting documents, evidence and information relating to the Inputs; and
 - 4.2.3 a draft Key Phase Affordable Housing Delivery Plan for the relevant Further Key Phase.
- 4.3 The draft Project Appraisal prepared by the Owner (including any amendment to the Default Tenure Mix as provided for in paragraph 4.4 below) will show an Achieved IRR calculated from the net cash flows of the Development and this will be cross checked to show that the net present value of the net cash flows, at the Achieved IRR, is nil.
- 4.4 Where the Owner identifies that the values of Affordable Housing Dwellings achieved by the Default Tenure Mix at the Minimum Level up to the point of the relevant Review have not achieved the assumed percentage value of OMV (the relevant percentage of OMV being either 64% of OMV as included in the original Project Appraisal that informed the determination of the Planning Application or such alternative percentage as may be agreed between the District Council and the Owner (or Determined) having regard to appropriate evidence available at the time of the Review) the Owner may make such representations and provide such evidence to demonstrate the same to the District Council and propose an amended Default Tenure Mix for the Minimum Level (and to apply to the Affordable Housing quantum through the Review agreed to be Provided on the relevant Key Phase) for Approval by the District Council and inclusion within the draft Project Appraisal to seek to achieve the said (or agreed or Determined alternative) percentage value of OMV for Affordable Housing Dwellings delivered (and to be delivered) across the Development as a whole but for the avoidance of doubt any proposed amendment to the Default Tenure Mix shall:
- 4.4.1 not reduce the proportion of Affordable Housing Dwellings that are Affordable Rented Dwellings within a Further Key Phase below 30%; and
 - 4.4.2 shall only apply to the relevant Further Key Phase the subject of the Review.
- 4.5 The District Council will review the submitted draft Project Appraisal and shall request such information and/ or evidence and/ or clarification from the Owner as may be needed to enable the District Council or its advisors to properly assess the draft Project Appraisal.
- 4.6 When the Owner and the District Council are satisfied that information and evidence to support the draft Project Appraisal has been made available, the Owner and the District Council shall agree a timetable for completion of the Review Process and will act in a timely manner in accordance with such agreed timetable. The process set out in paragraphs 4.3 to 4.6 is “**Step 1**” in this Review Process.

- 4.7 The Owner shall accommodate as far as is reasonably practicable any comments and/or requests the District Council may have on the draft Project Appraisal and the Owner and the District Council shall work together using iterations of the draft Project Appraisal to improve or maintain the Achieved IRR.
- 4.8 The exercise described in paragraph 4.7 is “**Step 2**” in the Review Process and may result in the Achieved IRR being increased (“**Improved IRR**”) or maintained but it shall not result in the Achieved IRR being reduced.
- 4.9 Where both the Owner and the District Council are satisfied and have agreed (or have had Determined) that the resulting Project Appraisal identifies the best IRR possible (being the higher of the Achieved IRR from Step 1 or the Improved IRR from Step 2) that IRR shall where relevant and, before any Excess is declared pursuant to paragraph 4.10, be discounted to reflect both the Lifetime Principles and any Owner’s Excess produced to date following any previous Review(s) which is to be retained by the Owner as profit in accordance with paragraph 4.12 (with the IRR included in the Project Appraisal from this point being termed the “**Submitted IRR**”) and the Owner shall submit such updated Project Appraisal to the District Council for its Approval.
- 4.10 Where the Approved Project Appraisal identifies that the Submitted IRR exceeds the Target IRR, the amount (expressed as a percentage) exceeding the Target IRR is termed the “**Excess**”.
- 4.11 Where an Excess is produced the following shall occur in accordance always with the Lifetime Principles:
- 4.11.1 subject to paragraph 10 below 50% of the Excess (“the **Council’s Excess**”) shall be made available to the District Council to be used to provide additional Affordable Housing within the relevant Further Key Phase or to be paid as a contribution in lieu in accordance with the following provisions (“**Offsite Affordable Housing Contribution**”) (or a combination of the two subject to such combination never exceeding Policy Target for that Further Key Phase);
- 4.11.2 subject to paragraph 10 below the Owner and District Council shall work together to determine various options for such additional Affordable Housing which do not reduce the Excess by more than 50% (but always respecting the Lifetime Principles) and this may include for the relevant Key Phase alteration to the Default Tenure Mix (as may be agreed and subject always to paragraph 4.4) and/or to the Affordable Housing Default Dwelling Mix; and
- 4.11.3 the District Council shall select which of the various options it prefers for the additional Affordable Housing on the relevant Further Key Phase (subject to accordance with the Lifetime Principles) and the Owner will then update the draft Affordable Housing Delivery Plan for such relevant Further Key Phase incorporating the District Council’s preferred option and the agreement reached (or Determined) in relation to any change in the Default Tenure Mix for the District Council’s Approval.
- 4.12 Where an Excess is produced the remaining 50% of that Excess is termed the “**Owner’s Excess**” and where an Owner’s Excess is produced the sum shall be identified as a cash sum and treated as a cost within the relevant financial appraisal such that the Owner’s Excess is retained by the Owner as profit but subject to the value of such Owner’s Excess not exceeding the value of the Council’s Excess that

the District Council may apply in relation to Affordable Housing as provided for in paragraph 4.11.1 above (it being acknowledged that any Owner's Excess that is equivalent in value to any Council's Excess that is not utilised on the relevant Key Phase (whether in relation to delivery of Affordable Housing on the Site or a contribution in lieu) is not to be so retained by the Owner as profit at that point and is to remain in consideration for the next Project Appraisal).

- 4.13 (Subject always to the terms on which any Grant Funding A is made available) for a Further Key Phase where Grant Funding A is available 100% of Grant Funding A (or such lower percentage as is needed so as not to prejudice or impact the Owner's ability to achieve at least Target IRR) shall be made available to provide additional Affordable Housing within the relevant Further Key Phase (but subject to the Lifetime Principles) and the Owner and the District Council will work together using iterations of the submitted Project Appraisal in order to preserve the availability of Grant Funding A for additional Affordable Housing PROVIDED THAT

4.13.1 if inclusion of (all or part of) Grant Funding A reduces viability to below Target IRR (or if Target IRR has not been first achieved) the Owner shall submit evidence of the same (and if appropriate an updated Project Appraisal) for the District Council's approval (such approval not to be unreasonably withheld or delayed) and on such approval there shall be no further requirement under the terms of this Deed for the Owner to apply for or secure any Grant Funding A and the parties shall seek to agree how Grant Funding A may otherwise be utilised (if at all); and/or

4.13.2 if only part of Grant Funding A is to be used towards providing Affordable Housing on a Further Key Phase the District Council and the Owner shall agree how any remaining Grant Funding A is to be treated or otherwise rolled over so as to preserve the availability of Grant Funding A for the benefit of the Development where practicable.

5 Net Value Receipts

- 5.1 Where any Value Receipts are received by the Owner they are to be notified by the Owner to the District Council within 20 Working Days of receipt. The Owner shall also keep the District Council notified of Value Payments as and when they are made and where for the purposes of a Review Value Receipts received exceed relevant Value Payments the resulting Net Value Receipts are to be treated in accordance with the following provisions.
- 5.2 As provided for in this paragraph 5 Net Value Receipts are not to be included in any Review as projected net receipts but only as evidenced actual net receipts (subject to paragraph 5.6 below).
- 5.3 If in any Review there are shown to have been Net Value Receipts since the previous Review, any such Net Value Receipts are (subject to the Lifetime Principles) to be made available to the District Council for additional Affordable Housing in that Review. The stage at which any such Net Value Receipts are to be included in the Review Process is the same stage at which Grant Funding A (if any) would be included as provided for in paragraph 4.13 above. At this further stage, and subject always to the Lifetime Principles, all of the Net Value Receipts shall be made available for further additional Affordable Housing at a tenure mix matching the Default Tenure Mix for the relevant Key Phase subject to:

- 5.3.1 the IRR achieved following the previous step in the relevant Review Process being no less than Target IRR:
 - 5.3.2 the use of Net Value Receipts shall not reduce the Submitted IRR below that which was used to calculate the Council's Excess (if any);
 - 5.3.3 there being no exceedance of Policy Target applied to and across the relevant Further Key Phase but, subject to paragraph 5.3.4 below, with the District Council being able to call for an Offsite Affordable Housing Contribution in lieu of the value of any remaining balance (but subject to Policy Target on the relevant Key Phase); and
 - 5.3.4 there being no exceedance of Policy Target across the Development including by way of Offsite Affordable Housing Contribution in accordance with paragraph 6 below.
- 5.4 If after the exercise in paragraph 5.3 there remain Net Value Receipts not allocated for Affordable Housing (for example because the Target IRR has not been achieved) this remaining value is to be rolled forward and preserved into the next Review (if any) and included as a Net Value Receipt in that Review.
- 5.5 If at the Review for the final Key Phase it is demonstrated that Policy Target will be achieved across the Development as a whole any Net Value Receipt remaining or potentially to be received at that point are no longer capable of being allocated for Affordable Housing and shall be retained by the Owner.
- 5.6 Notwithstanding the provisions of paragraph 5.2 above the Owner and the District Council shall as part of any Review Process give consideration to whether it may be appropriate to take account in the relevant Project Appraisal of any projected Net Value Receipts that have not yet been received but that are reasonably expected to be received after the Review under consideration and before the next Review but subject always to the following principles:
- 5.6.1 there shall be no such consideration unless and until a Commercial Agreement (or Appropriate Arrangements) is in place and the conditionality of payment terms contained in such Commercial Agreement (or Appropriate Arrangements) shall be material in deciding whether or not it is appropriate to include any projected Value Receipts;
 - 5.6.2 there shall be no such consideration following agreement at any Review that Policy Target has or will be achieved for the Development as a whole; and
 - 5.6.3 where there is to be such consideration the following matters are relevant to whether (and how) it would be appropriate for such projected Net Value Receipts to be included in the relevant Project Appraisal:
 - (i) the track record of payments made to date in accordance with the terms of the Commercial Agreement;
 - (ii) the anticipated timing and value of projected Value Receipts and Value Payments (and where such receipts or payments are projected to be received in reasonable proximity to the next Review to be undertaken and/or are not likely to comprise sums likely to make a significant difference to the outcome of the Review in

question the Council and the Owner shall review whether it will be appropriate for such projected receipts or payments to be included in the relevant Project Appraisal; and

- (iii) any other matters relevant to the circumstances at the time.

6 **Contributions in lieu**

- 6.1 Subject to the Lifetime Principles the District Council may elect to receive an Offsite Affordable Housing Contribution as either full or partial replacement of Affordable Housing on any Further Key Phase and the amount and timing of payment of the same shall be agreed (or Determined) subject to no reduction on the Submitted IRR.
- 6.2 The District Council may use any such Offsite Affordable Housing Contribution towards the provision of Affordable Housing:
 - 6.2.1 elsewhere in the District Council's district;
 - 6.2.2 on the Adjacent Land; or
 - 6.2.3 by way of direct delivery of Affordable Housing by the District Council on the Site (subject to reasonable commercial terms first being agreed with the Owner for the sale of an appropriate part of the Site to the District Council which FOR THE AVOIDANCE OF DOUBT would not entitle the District Council to be treated more favourably than or any differently from any other prospective purchaser of land for the purposes of residential development and which shall not have an adverse effect on the IRR) .

7 **Outcomes**

- 7.1 The outcomes of a Review following the Review Process (the “**Outcomes**”) shall adhere to the Lifetime Principles and are:
 - 7.1.1 an Approved Project Appraisal;
 - 7.1.2 an Approved Key Phase Affordable Housing Delivery Plan for the relevant Further Key Phase (unless the District Council has elected in accordance with this Annex C, to receive an Offsite Affordable Housing Contribution as full or partial replacement for Affordable Housing on the relevant Further Key Phase);
 - 7.1.3 where relevant written confirmation from the District Council that it has elected to receive an Offsite Affordable Housing Contribution as either full or partial replacement of Affordable Housing on the relevant Further Key Phase;
 - 7.1.4 where relevant the Offsite Affordable Housing Contribution Triggers agreed (or Determined) for that Further Key Phase; and
 - 7.1.5 where relevant and in accordance with paragraph 10 below:
 - (i) identification of any Transport Excess;
 - (ii) where a Transport Excess is demonstrated calculation of the value of the Transport Excess Contribution; and

- (iii) agreement as to the Trigger Event(s) for payment of the Transport Excess Contribution.

7.2 If no Excess is produced the District Council and Owner agree that the Affordable Housing provision for the relevant Further Key Phase will be provided at the Minimum Level at (subject to paragraph 4.4 above) the Default Tenure Mix and a Key Phase Affordable Housing Delivery Plan shall be prepared and agreed in accordance with the requirements of Schedule 3.

8 Reviews for Exceptional Circumstances

8.1 If any of the Exceptional Circumstances set out in paragraph 8.3 below shall arise either the Owner or the District Council may request the carrying out of a Review **SAVE THAT** a circumstance set out in paragraph 8.3 below shall not be an Exceptional Circumstance if arising after the completion of a Reconciliation Review.

8.2 No Review is to be undertaken under this paragraph 8 unless agreed by the Owner and the District Council that an Exceptional Circumstance has occurred or it is Determined that such a request has properly been made in accordance with paragraph 8.3 and is reasonable (taking account of the likely cost of undertaking such a Review) and if such a Review is to be undertaken then it shall be carried out in accordance with this Annex C (or as may otherwise be agreed or Determined).

8.3 The said Exceptional Circumstances are matters which fall under one of these headings:

8.3.1 the Owner secures Grant Funding B after the most recent Review for a Further Key Phase;

8.3.2 the Owner fails to Substantially Commence a Key Phase within 3 years from the date of Approval of the relevant Key Phase Affordable Housing Delivery Plan;

8.3.3 an unexpected cost arises;

8.3.4 a Net Value Receipt is received by the Owner (that has not otherwise been accounted for) after the most recent Review; or

8.3.5 the Owner and the District Council having reached an agreement as to how to accommodate a projected Net Value Receipt in the Review for the final Key Phase (subject to a Commercial Agreement being reached) (or subject to paragraph 5.6 above a Further Key Phase other than the final Key Phase) such Net Value Receipt(s) is/are not received by the Owner as projected and agreed to be reflected for the purposes of the final Review.

8.4 The Owner and the District Council will act reasonably in the matters put forward under paragraph 8.3 above in order to avoid a further cost burden on the Development as a result of carrying out the Review it being agreed that these matters should fairly be regarded as exceptional.

9 Reconciliation Review

9.1 Where at the point of the Review for the final Key Phase it is not projected that Policy Target has been or will be achieved across the Development there shall be a Reconciliation Review at a point following the conclusion of the Review for the final

Key Phase no earlier than the Occupation of 5,000 Dwellings and not later than the Occupation of 5,750 Dwellings (unless by the Occupation of 5,750 Dwellings the Review for the final Key Phase has not yet concluded) the precise Trigger Event for which shall be agreed between the Owner and the District Council as part of the Key Phase Affordable Housing Delivery Plan for the final Key Phase and that Reconciliation Review shall to the extent relevant be carried out in accordance with this Annex C.

- 9.2 Where a Reconciliation Review produces a Council's Excess, such sum shall be converted into an Offsite Affordable Housing Contribution and the Owner and District Council shall agree the Affordable Housing Contribution Triggers subject always to the Policy Target and paragraph 10.1 below.

10 **Transport Excess**

- 10.1 Where following the Review for the final Key Phase or if there is a Reconciliation Review following that Reconciliation Review it is demonstrated that Policy Target will be achieved across the Development as a whole the Key Phase Affordable Housing Delivery Plan shall be agreed (or Determined) accordingly and any residual Council's Excess at this point is termed the "**Transport Excess**" and is to be made available to the County Council in the form of payment of the Transport Excess Contribution as provided for in Obligation 81.

11 **General Provisions**

- 11.1 No income or cost of the Development shall be double-counted.
- 11.2 In connection with a Review the Owner shall provide in such detail as the District Council shall require all information for all Inputs in an open-book manner and in accordance with the requirements of this Annex C.
- 11.3 The Owner and District Council shall agree which information contained in a Project Appraisal is commercially sensitive. The District Council will not disclose the commercially sensitive data provided as part of a Review (save for the Outcomes PROVIDED THAT no Project Appraisal will be disclosed other than to a person who reasonably requires such disclosure in order that they may undertake a Review in accordance with this Annex C). This is without prejudice to the District Council's statutory obligations under any legislation requiring disclosure of information or the need for the District Council to rely on, refer to or provide information contained in a Project Appraisal (or such information provided as part of the Monitoring Scheme) from a preceding Review.
- 11.4 The Owner will pay to the District Council a sum equivalent to the invoiced costs to cover the District Council's reasonable costs incurred in undertaking a Review (including the costs of obtaining external professional advice) but subject to paragraph 8.4 above and up to a maximum of £20,000 (twenty thousand pounds) per Review (on the basis the financial model used for any Review does not substantially change from the model assessed by the District Council to determine the Application).

Annex D – Communities/Management

Part 1 – Management Principles applicable where the Owner retains responsibility for management/maintenance

- 1 The principles to be followed in relation to Relevant Items where the Owner retains responsibility are as follows (but without prejudice to the terms on which any assets are to be under the regime of a separate body e.g. Schools, adopted highways etc, which will be governed by the terms on which those assets are disposed).
 - 1.1 responsibility will remain with the Owner;
 - 1.2 the Owner must obtain the written approval of the District Council to the specification for the proposed maintenance regime for each Relevant Item to be maintained as it comes forward and this regime must be reviewed with the District Council every five years. The detail submitted must show what works are to be undertaken and the periodicity proposed for the same with the estimated costs of such maintenance covering a minimum 15 year period;
 - 1.3 the Owner shall be entitled to levy an annual service charge on each Dwelling and an equivalent form of charge on commercial units but must secure the approval of the District Council of:
 - 1.3.1 the details of the charge to be levied, the frequency of payment, and any proposals for review and increases; and
 - 1.3.2 details of the mechanisms that will be used to ring fence funds secured by the charge so that such funds are used solely for the long term management and maintenance of the relevant Relevant Item(s) as appropriate to the circumstances;
 - 1.4 the District Council shall be deemed to have approved the approach to service charges set out in 1.6 below;
 - 1.5 if the Owner wishes to propose an alternative funding regime this must be agreed with the District Council (or Determined);
 - 1.6 unless otherwise agreed in writing by the District Council this charge will be:
 - 1.6.1 fixed at an initial sum appropriate in the market at the time and which is agreed with the District Council (or Determined) sufficient to provide income to cover the reasonable costs of management and maintenance to an agreed standard with allowance for a reserve or sinking fund;
 - 1.6.2 fixed for the first 3 years from Commencement then reviewed annually by reference to RPI; and
 - 1.6.3 rebased to the market every 10 years from Commencement with any such rebasing increase being agreed in writing with the District Council (or Determined);
 - 1.7 a review as to the management and maintenance specification approved under 1.2 above shall be carried out every 5 years and a report submitted to the

District Council. Any proposals to amend the specification previously approved under 1.2 above shall first be agreed in writing with the District Council;

- 1.8 any shortfalls in service charges collected as against expenditure will be met by the Owner;
- 1.9 the Owner shall be responsible for putting in place all appropriate public liability insurance for the Relevant Item and for ensuring it is renewed annually;
- 1.10 the Owner will ensure that the relevant arrangements can be adapted to changes in legislation and policy and to reflect reasonable recommendations properly made by the PDG and agreed by the Owner in connection with facilities which might be offered on any Open Space or in relation to public access;
- 1.11 from the Occupation of 50 Dwellings the Owner will arrange annual residents meetings (which may be organised by the Community Development Worker) to inform residents as to current and future plans regarding the managed assets and will offer to the Adjacent Landowner that these meetings could extend across the Wider Site if appropriate;
- 1.12 the Owner will agree with the District Council the approach and principles of a forum to be established to actively facilitate local community engagement and participation in how Relevant Items can be used, managed and maintained by and for the benefit of the local community, such forum to comprise elected local community representatives and representation from the District Council;
- 1.13 all Relevant Items shall be publicly accessible for the purposes they are provided during all reasonable hours. Closure of a Relevant Item may be permitted for maintenance works, health and safety purposes and other reasons approved by the District Council; and
- 1.14 where the Owner proposes to charge for the use of a Community Building or Sports Pavilion or Artificial Grass Pitch such charges shall be reasonable and shall first be submitted to and approved in writing by the District Council. These shall be reviewed on an annual basis in consultation with the District Council.

Part 2 – Management Principles applicable where the Owner does not intend to retain
responsibility for management/maintenance

- 1 FOR THE AVOIDANCE OF DOUBT this Part 2 does not restrict the disposal of any assets which are to be under the regime of a separate body e.g. Schools, adopted highways, Health Facilities, Sports and Leisure Centre, Hub Library and Affordable Housing Dwellings (and associated open space) managed by a Provider.
- 2 Where the Owner does not intend to retain responsibility to continue to manage and maintain a Relevant Item the Owner shall first offer such Relevant Item for transfer or disposal (and ongoing management and maintenance) to a relevant Parish Council, established town council for the Wider Site (when/if formed), District Council or other similar community group (pursuant to the community engagement provisions in paragraph 4 below) and no transfer to a Third Party shall take place until the District Council has confirmed in writing that an election process in accordance with this paragraph 2 has been undertaken.
- 3 Where a Relevant Item is transferred pursuant to paragraph 2 above (not including to a Third Party) it shall include a commuted payment by the Owner (and/or the right to collect service charges) to the transferee to fund the maintenance of the Relevant Item for a period of 15 years (such sum to first be Approved by the District Council or Determined) with such funding being made available not alter than the date the Relevant Item is transferred.
- 4 If a Relevant Item is to be transferred to a Third Party (having complied with paragraph 2 above) proposals for the involvement and inclusion of the community/residents of the Wider Site to the following shall first be Approved in writing by the District Council prior to such transfer taking place:
 - 4.1 how the local community will be able to influence and participate in the use of a Relevant Item and the management and maintenance regime including establishing a community engagement group;
 - 4.2 the process to be followed for the local community including any Parish Council or Town Council to bid to take on the ownership, management and maintenance of a Relevant Item in the future;
 - 4.3 providing support to proposals for the setting up of a Town Council for the Wider Site and the ability for items to be transferred to a Town Council if the community so elects;
 - 4.4 how the local community will be consulted on any increase proposed to a service charge; and
 - 4.5 the ability of the management and maintenance regime adopted to respond and adapt to recommendations made by the PDG.
- 5 Subject to the District Council's Approval under paragraph 4 above, where any Relevant Item is to be transferred to a Third Party for management and maintenance the following details shall first be submitted to the District Council for its written approval:
 - 5.1 the boundaries of the Relevant Item to be transferred shall be Identified;

- 5.2 the specification to which the Relevant Item shall be managed and maintained;
 - 5.3 the identity of the Third Party to be responsible for the long term management and maintenance of the Relevant Item;
 - 5.4 an assessment of the costs to manage and maintain the Relevant Item for a period of 15 years;
 - 5.5 whether the Relevant Item is to be transferred on a freehold or leasehold basis and the proposed terms of such transfer to be first Approved by the District Council; and
 - 5.6 how the costs of maintenance and management shall be funded and for the avoidance of doubt if this is by way of a service charge the provisions of paragraphs 1.3 and 1.6 of Part 1 of this Annex shall be adhered to.
- 6 Where a transfer is to be made of the Relevant Item to a Third Party there shall be included in the transfer provision for a payment by the Owner to fund the maintenance of the Relevant Item for a period of 15 years (and/or the right to collect service charges) (the amount to be approved by the Council) with such funding being made available and transferred to the Third Party no later than the date of the transfer of the Relevant Item (unless agreed by the District Council).
- 7 Where a transfer is to be made of the Relevant Item to a Third Party the District Council shall first Approve details of the mechanism together with suitable documentation to give the District Council rights to step in to manage and maintain the Relevant Item in the event:
- 7.1 the Third Party ceases to exist or goes into administration;
 - 7.2 the Third Party fails to manage and maintain the Relevant Item to the standards set out in the approved Management Arrangements; or
 - 7.3 where the management charges imposed on occupiers/owners of Dwellings are considered unjustified and unreasonable
- and where such step-in rights are exercised any funds held by the Third Party that have been derived by the service charge levied pursuant to paragraph 5 above shall be paid to the District Council on the date the District Council exercises such step-in rights.
- 8 Any transfer of a Relevant Item shall as a minimum include the following requirements:
- 8.1 that the Relevant Item is to remain publicly accessible;
 - 8.2 that the Relevant Item shall only be used for its original purpose.
- 9 The Third Party shall be responsible for putting in place all appropriate public liability insurance for the Relevant Item and for ensuring it is renewed annually.
- 10 All Relevant Items shall be publicly accessible for the purposes they are provided. Closure of a Relevant Item may be permitted for maintenance works, health and safety purposes and other reasons approved in writing by the District Council.

- 11 Where the Third Party proposes to charge for the use of a Community Building or Sports Pavilion or Artificial Grass Pitch such charges shall be reasonable and shall first be submitted to and approved in writing by the District Council. These shall be reviewed on an annual basis in consultation with the District Council.

Part 3 – Certification Procedure

The Certification Procedure shall be as follows:-

In relation to each area of Strategic Open Space, Open Space, Sports Pavilion (which is not part of a Community Building) or Community Building the Owner shall:

- 1 Give written notice to the District Council as soon as reasonably practicable following completion of the construction of the Community Building, Sports Pavilion and/or laying out of the relevant area of Strategic Open Space or Open Space, that the relevant works are complete. The notice shall specify the relevant area of Strategic Open Space/ Open Space, Sports Pavilion or Community Building to which the notice relates and the work carried out to construct the Community Building or Sports Pavilion and/or layout the relevant area of Strategic Open Space or Open Space.
- 2 The District Council or Independent Assessor (where appropriate) shall inspect the relevant area Strategic Open Space/ Open Space, Sports Pavilion or Community Building and in respect of the Community Building that shall contain the Hub Library the County Council shall be entitled to inspect the Hub Library in the presence of the Owner or its agent within four (4) weeks of receipt of the notification given under paragraph 1 above.
- 3 The Owner shall complete (or procure the completion of) any outstanding works which the District Council or the County Council as the case may be (acting reasonably) deems to be incomplete or unsatisfactory within four (4) weeks of receiving the District Council's or the County Council's or Independent Assessor's written request and describing the outstanding works required or such longer period as may be agreed having regard to the nature of the outstanding works.
- 4 The District Council or the County Council as the case may be or Independent Assessor shall re-inspect the further works (if any) in the presence of the Owner (or its agent) within four (4) weeks of receipt of notification from the Owner that the further works have been completed (or such other period as may be agreed in writing).
- 5 When any area of Strategic Open Space or Open Space or Community Building or Sports Pavilion is completed to the reasonable satisfaction of the District Council (or in respect of the Hub Library the County Council) or Independent Assessor, the District Council or Independent Assessor shall issue a Completion Certificate stating that the works have been completed and that the Maintenance Period shall commence during which the Owner shall as required by any relevant Obligation in 2 or Schedule 5 as the case may be maintain that area of Strategic Open Space or Open Space or Community Building or Sports Pavilion and undertake any repairs or renovations required in order to maintain the area of Strategic Open Space/Open Space, Sports Pavilion or the Community Building to the standard as certified by the District Council.
- 6 In the event that the District Council or the County Council as the case may be fails to inspect within the 4 week period referred to in either paragraph 2 or 4 above or thereafter fails to confirm what works it considers to be outstanding within 1 week of inspection the area of Strategic Open Space, Open Space, Sports Pavilion or the Community Building shall be deemed to be completed satisfactorily and the Maintenance Period shall be deemed to have commenced on the expiry of the relevant period.

- 7 On the expiry of the Maintenance Period, the Owner shall notify the District Council and submit a Final Certificate in relation to the relevant Strategic Open Space/Open Space, Sports Pavilion or Community Building.

Part 4 – Community Building Outline Parameters

- 1 Community Building 1, and one other Community Building (one of Community Building 2, Community Building 3 or Community Building 4), shall have an internal floorspace of no less than 350m² and include a main meeting hall, separate meeting room, office, kitchen, toilets and other ancillary areas and shall be capable of accommodating a range of different uses including (not exhaustive and not necessarily in each Community Building) space for faith groups, archaeological displays and museum space (as appropriate).
- 2 Subject to paragraph 8 below Community Building 4 shall contain the Hub Library plus office space, kitchen, toilets and other ancillary spaces (and shall have an overall internal floorspace of no less than 1,050m²). This Community Building should be located within the Town Centre
- 3 One Community Building (either Community Building 2 or Community Building 3) shall contain a larger meeting space able to be used as a 2 court sports hall constructed to Sport England Standards; two changing rooms; kitchen; toilets, office and other ancillary areas. The building shall have an internal floorspace of no less than 750m². This Community Building should be located adjoining one of the Strategic Open Spaces providing formal Outdoor Sports.
- 4 Community Building 1 shall contain the Interim Library
- 5 Any Community Building may be contained within a building which is also used for other purposes
- 6 Appropriate parking provision shall be provided as part of a Community Building.
- 7 At least one of the Community Buildings shall include an area of secure outdoor space that is capable of being used by a pre-school/playgroup.
- 8 The parameters for Community Building 4 are subject to the outcome of a Library Review

Part 5 – Library Arrangements

- 1 The lease shall be granted free from encumbrances and/or covenants and/or restrictions and/or other stipulations and requirements except as specified as required to be contained by this Deed or the paragraphs below.
- 2 The lease shall be for 125 years at a rent of a peppercorn if demanded.
- 3 The permitted use shall be as a library and lifelong learning facility and all proper purposes ancillary to such use.
- 4 The lease shall contain such rights:
 - 4.1 (pending adoption of roadways and/or conducting media) of access by vehicle and on foot to connect to the public highway and to connect to and maintain conduits, conducting media and any other apparatus as are necessary for the running of utilities (including telecommunications) and any other necessary services as shall enable the beneficial use of the library and lifelong learning facility and its maintenance; and
 - 4.2 reserved to the landlord to carry out works on other premises so as not to fetter the landlord's development rights.
- 5 The lease shall contain covenants by the tenant to:
 - 5.1 keep the demised premises and all landlord's fixtures and conduits thereon in good repair and well decorated and maintained;
 - 5.2 keep any outside landscaped areas clean and in good condition;
 - 5.3 yield up the demised premises repaired and decorated and clear of any refuse, goods or tenant's fixtures;
 - 5.4 insure the demised premises for the full reinstatement value against the usual insured risks and to maintain plate glass and third party liability insurance;
 - 5.5 maintain all electrical and mechanical equipment within the demised premises;
 - 5.6 pay and indemnify the landlord against all existing and future rates, taxes, assessments, impositions and outgoings assessed or imposed in respect of the demised premises;
 - 5.7 pay a contribution to a fair proportion of the repair of shared facilities;
 - 5.8 comply with all statutory requirements;
 - 5.9 not make any alteration or addition to the structure or exterior of the demised premises without the landlord's prior written consent (such consent not to be unreasonably withheld or delayed). Internal alterations and additions will be permitted without landlord's consent; and
 - 5.10 not do anything on the demised premises which causes a nuisance to the landlord or others.
- 6 The lease shall contain a covenant by the landlord for quiet enjoyment.

- 7 The lease shall contain a provision enabling the tenant to assign, underlet, charge or part with possession of the whole of the demised premises with the consent of the landlord (such consent not to be unreasonably withheld or delayed).
- 8 Where the Library Arrangements are not to include a lease then references in this Annex to a lease shall be construed as references to such other arrangements as the context may permit including (but not limited to) the grant of any licence.

Annex E – Transport

Part 1 – The Table A Protocol

The following has been agreed between the Owner and the County Council in order to enable the Early Transport Measures set out in Table A to be brought forward either directly by the Owner or by the County Council with funding provided by the Owner. The parties have agreed that the preferred approach is that the said measures are delivered directly by the Owner.

- 1 Subject to paragraphs 2-5 below of this Annex, in relation to each Early Transport Measure listed in Table A the Trigger Event relating to Obligation 54 shall be as set out in the said second column unless paragraph 3 below applies in which case the relevant Trigger Event shall be such later trigger as may be specified by the County Council.
- 2 In relation to any Early Transport Measure if by the time of the Trigger corresponding to the same in the third column of Table A (but subject to any agreed later trigger) the Owner has not commenced delivery of or has not entered into a highways or other agreement to deliver the same the Owner's obligation shall (unless otherwise agreed with the County Council) be to pay to the County Council the relevant Early Transport Contribution corresponding to the said Early Transport Measure in the fourth column of Table A in accordance with Obligation 55 and for the avoidance of doubt Obligation 54 shall no longer be effective.
- 3 The County Council may on recommendation from the TSRG or otherwise including through the approval process for a Transport Technical Note agree that an Early Transport Measure listed in the first column of Table A can be delivered later than the Trigger Event given in the said second column.
- 4 No Early Transport Contribution is payable by the Owner if the Early Transport Measure corresponding to the same is no longer necessary the benefit of the same having been delivered or secured by other means.
- 5 In the event any Trigger for an Early Transport Measure is agreed to be later pursuant to paragraph 3 above the corresponding Trigger in the third column shall also be delayed by an equivalent amount and in the event that pursuant to paragraph 4 above an Early Transport Measure is no longer required then the provisions of paragraph 4 of Part 4 of this Annex E shall apply.
- 6 Where the County Council has received an Early Transport Contribution in respect of the County Council's costs in delivering an Early Transport Measure the County Council shall not be required:
 - 6.1 to expend more than the relevant Early Transport Contribution on delivering the relevant Early Transport Measure and in order to keep to budget shall be entitled to approve and make such revisions or amendments to the relevant Drawing(s) as may be reasonably necessary (or to deliver a variation to the scheme) in order to achieve the same PROVIDED THAT any revised or amended Early Transport Measure (or variation to the scheme) shall mitigate the transport impacts of the Development to at least the same substantive effect as the relevant Early Transport Measure; and
 - 6.2 to deliver the relevant Early Transport Measures (or variation to the scheme as the case may be) by the trigger points in the second column in Table A that would otherwise have been relevant to the Owner's delivery of the same

PROVIDED THAT the County Council shall work proactively to deliver the relevant Early Transport Measure (or variation to the scheme as the case may be) as soon as is reasonably practicable.

- 7 The Owner and the County Council acknowledge that the emerging Greater Cambridge Partnership strategic transport scheme (Science Park to Waterbeach route) may take a similar route to that taken by the Mere Way Cycle Route (subject to option development and appraisal) and in recognition of the same the Owner agrees to work proactively and positively with the Greater Cambridge Partnership (and the County Council) to ensure where possible that the design and delivery of these respective schemes (or relevant parts thereof) align to the extent reasonably practicable taking into account circumstances at the time (including in relation to the timing of the said emerging Greater Cambridge Partnership scheme) PROVIDED ALWAYS that nothing in this paragraph 6 shall affect or fetter the Owner's ability to comply with its requirements in this Agreement and in particular the discharge of Obligation 54 or Obligation 55 (as the case may be) in relation to the Mere Way Cycle Route (including at the Owner's election discharge of the same by a point earlier in time than the relevant Trigger Events given in Table A).

Part 2 – Early Transport Measures/Early Transport Contributions

Table A – Early Transport Measures/Early Transport Contributions which are subject to the “Table A Protocol”

Early Transport Measure	The earliest stage at which, subject to the Table A Protocol, the relevant measure is required to be delivered (by reference to the Occupation of Dwellings unless stated)	The point at which, unless otherwise agreed, the Owner’s obligation shall be to pay the relevant contribution in lieu in accordance with the Table A Protocol (by reference to the Occupation of Dwellings unless stated)	The relevant contribution in each case being, if payable pursuant to the Table A Protocol, an Early Transport Contribution	Drawing
A10 Bridge	150	100	£1,922,550	Drawing A (30509/5521/124/P5)
A10 Capacity Enhancements between Butt Lane and Milton Park and Ride	1600	1550	£750,000	Drawing F (30509/M/001/017A/P2)
A10/Denny End Road Works	150	100	£172,126	Drawing H (30509/2003/SK24/P1)
A10 Flare Works	1600	1550	£343,290	Drawing G (30509/5513/014)
A10 Signalisation Works A	300	250	£422,729	Drawing D (30509/001/036/REV G)
A10 Signalisation Works B	500	450	£ 2,000	N/A
Environmental Improvements in Local Villages	For each item of work in accordance with the Environmental Improvement Scheme	For each item of work the date six months or 50 Dwellings if the trigger stated is by reference to the Occupation of Dwellings prior to the relevant stage as provided for in column 2	£836,000 (plus any underspend against the design cost) in total for all works included in the Environmental Improvement Scheme the relevant contribution which can be called for per	N/A

			item being set out in the same	
Existing Bus Stops Improvements	150	100	£7,000	Drawing J (30509/2003/GA/001)
Mere Way Cycle Route	150	100	£1,987,430	Drawing B (including: 30509/5521/120/REV P6; 30509/5521/121/REV P5; 30509/5521/122/REV P6; 30509/5521/123/REV P5; 30509/5521/124/REV P5; and 30509/5521/125/REV P6);
Milton Cycleway Improvements	1	Commencement of Development of the first Residential Reserved Matters Area	£560,572	Drawing C (including: 30509/5513/002/REV B; 30509/5513/005/REV C; 30509/5513/006/REV B; 30509/5513/007/REV C; 30509/5513/008/REV B; 30509/5513/009/REV B; 30509/5513/010/REV D; 30509/5513/011/REV C; and 30509/5513/012/REV C)
Stretham Roundabout Works	500	450	£87,095	Drawing E (30509/2003/SK19/P2 and 30509/2003/Sk20/P1)
Toucan Crossing	1250	1200	£122,209	Drawing K (30509/2003/SK13/P3)
Waterbeach Station Improvements	1	Commencement of Development of the first Residential Reserved Matters Area	£350,000 less the cost of providing the works required under Condition 30	N/A

Table B - Early Transport Contributions not subject to the “Table A Protocol”

Early Transport Contribution	Trigger (by reference to Occupation of Dwellings unless stated)	To whom payable	Conditions
ATC Equipment Contribution	Commencement	County Council	
ATC Maintenance Contribution	In accordance with the ATC Maintenance Contribution Programme	County Council	
Bus Priority Contribution	500	County Council	
Bus Service A Contribution	200	County Council	Only payable as provided for in Obligation 63
Existing Bus Services Contribution	160	County Council	
Existing Bus Stops Contribution	150	County Council	
On – Site Bus Shelter Contribution	On adoption by the County Council of maintenance of the relevant On – Site Bus Shelter	County Council	£7,000 per On – Site Bus Shelter but not payable if maintenance is agreed by the County Council to be the responsibility of another party Approved by the County Council
Parking Consultation Contribution	1,000 or as may otherwise be approved	County Council	Not required if before the trigger in column 2 the existing Waterbeach station has either been relocated or a date has been set for its relocation which date is within 12 months from the said trigger
Waterbeach Station Contribution A	50 (unless otherwise agreed) but subject to any later triggers that may be agreed to reflect phased payments	District Council	Subject to the District Council being satisfied that the purpose of the funding, to be utilised by Network Rail, is necessary
Waterbeach Station Contribution B	Payable in instalments to be agreed but with the first instalment due on Occupation of the first Dwelling and with instalments to terminate in the event an improved level crossing with full barrier is delivered	District Council	Subject to the District Council being satisfied that the staffing cost has been or will be incurred by Network Rail, is necessary

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Part 3 – Early Transport Measures Technical Drawings

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Part 4 – Transport Enhancement Fund Protocol

- 1 The Owner shall maintain a Transport Enhancement Fund out of which the Owner may pay for any Transport Enhancement Measure or other measure agreed between the Owner and the County Council as appropriate to be funded from the Transport Enhancement Fund or which may be applied in accordance with paragraph 3 below
- 2 the Owner shall maintain an account of the Transport Enhancement Fund and share detail of the same with the County Council and the District Council from time to time on reasonable request.
- 3 the Owner shall be entitled to utilise the Transport Enhancement Fund for:
 - 3.1 any Transport Enhancement Measure (or contribution in lieu) PROVIDED THAT the Transport Enhancement Fund may not be used for expenditure on any travel plan measures required by the Framework Travel Plan in its form at the date of this Deed; and
 - 3.2 any other transport measures within a Transport Assessment including Additional Mitigation Measures approved by the County Council (or Determined) for a Further Key Phase (or any development outside a Key Phase) subject to the proviso in 3.1 above.
- 4 Monies saved and therefore not required to be expended towards the Early Transport Measures or Early Transport Contributions shall be retained by the Owner in the Transport Enhancement Fund.
- 5 Monies still within the Transport Enhancement Fund at the conclusion of the Reconciliation Review (or if there is not to be a Reconciliation Review then at the conclusion of the Review for the final Key Phase) which are unexpended or uncommitted or not allocated to any measure yet to be delivered and capable of being funded from the Transport Enhancement Fund that balance shall be termed the **“Transport Enhancement Fund Balance”** and shall be made available to the County Council in the form of the payment of an Additional Strategic Transport Contribution pursuant to Obligation 82.

Part 5 – Bus Service B and C Terms

- 1 Bus Service B and Bus Service C may share a single bus with priority being given to Bus Service B;
- 2 the Owner may agree with the County Council to amend either Bus Service B or Bus Service C (but not so as to increase the cost to the Owner) in order to improve take up or make either service more effective or efficient or to reflect progress of the Development and/or take up of the services;
- 3 the Owner will keep the bus used for Bus Service B and Bus Service C suitably maintained and roadworthy, provide appropriately qualified and experienced drivers and maintain any necessary insurance;
- 4 the operation Bus Service B and Bus Service C are subject to any necessary consents first being obtained;
- 5 the location of bus stops within the Site will be determined through the design process for the Development under Condition 10 (for Key Phase 1) and 11 (for Further Key Phases);

Part 6 – Transport Monitoring Protocol

1 Introduction

- 1.1 This protocol sets out the approach to the Vehicle Budget to be applied to the Development including in relation to the ongoing requirements of the Transport Monitoring Scheme and the process for determining how any Exceedance is to be investigated and understood, including whether any Exceedance shall be determined by the County Council (or Determined) as Material, and where an Exceedance is deemed Material the process for determining whether appropriate interventions and remedial measures can be applied in accordance with this Transport Monitoring Protocol to bring trip generation within the Vehicle Budget.
- 1.2 The Vehicle Budget will remain in place across the Development (unless otherwise agreed by the County Council) but with each Transport Assessment (beyond Key Phase 1) the Vehicle Budget will be reconsidered and may be agreed by the County Council to remain the same or be increased where new highway capacity is created on the network.

2 The Vehicle Budget

- 2.1 The Vehicle Budget to apply throughout Key Phase 1 has already been established and agreed through the transport assessment dated May 2018 / Addendum of October 2018 and is a robust assumption of the traffic growth from the Site.
- 2.2 The Vehicle Budget set out in paragraph 2.3 below assumes that the Final Key Phase 1 Quantum will be equal to the Assumed Key Phase 1 Quantum. In the event the Final Key Phase 1 Quantum exceeds the Assumed Key Phase 1 Quantum a further Transport Assessment (the form and scope of which is to be agreed with the County Council with reference to the proposed quantum of development) must be submitted and the requirements of paragraph 3.1.1 to 3.1.5 shall apply mutatis mutandis unless otherwise agreed with the County Council.
- 2.3 The Vehicle Budget to apply throughout Key Phase 1 is:
 - 2.3.1 in relation to the AM Peak Hour total external southbound (outbound) vehicle trips of 370 ("AM Budget"); and
 - 2.3.2 in relation to the PM Peak Hour total external northbound (inbound) vehicle trips of 454 ("PM Budget").
- 2.4 The Vehicle Budget to apply throughout Key Phase 1 is relevant to the County Council's Approval to the Increased Approved Development Quantum (beyond 1000 Dwellings on Key Phase 1) as provided for in Obligation 57.
- 2.5 As part of its consideration of whether to give Approval, under Obligation 57, to an Increased Approved Development Quantum for Key Phase 1, applications for Residential Reserved Matters Approvals within the same must be accompanied by a Transport Technical Note.

- 2.6 The Vehicle Budget to apply throughout Key Phase 1 will be Exceeded where the Development creates more vehicle trips than the relevant AM Budget and/or PM Budget.

3 Further Key Phases

- 3.1 As provided for in Condition 11 each Further Key Phase will (and as provided for in Condition 14 any development outside of a Key Phase may) require a Transport Assessment to be submitted. Such Transport Assessments will need to be Approved by the County Council before development can Commence on the relevant Further Key Phase (or outside a Key Phase as the case may be) and in that regard unless otherwise agreed the relevant Transport Assessment will set out for the County Council's Approval (or for Determination):
- 3.1.1 any proposals to increase the Vehicle Budget;
 - 3.1.2 where relevant an appropriate Agreed Development Quantum and Increased Agreed Development Quantum for the relevant Further Key Phase;
 - 3.1.3 where relevant a proposed mitigation package for that Further Key Phase (or development outside a Key Phase as the case may be) to include as appropriate:
 - (i) reference to what can be achieved through the operation of the Framework Travel Plan;
 - (ii) the proportion of the Strategic Transport Contribution that is estimated to be paid in Instalments to the County Council throughout the development of that Further Key Phase;
 - (iii) any Additional Mitigation Measures proposed or to be implemented to create additional capacity; and
 - (iv) reference to any relevant strategic transport interventions that have been or may reasonably be expected to be committed to be delivered by the relevant authority during delivery of that Further Key Phase (or development outside a Key Phase as the case may be);
 - 3.1.4 the heads of terms for any Additional S106 Agreement proposed by the Owner to secure any of the Additional Mitigation Measures referred to above; and
 - 3.1.5 any update needed to the Transport Monitoring Scheme as relevant to the Further Key Phase (or development outside a Key Phase as the case may be) in question.
- 3.2 Where a Transport Assessment is Approved the Vehicle Budget (including as may be increased as part of that Approval) shall be Exceeded where the Development creates more vehicle trips than the relevant AM/PM Budgets as agreed in the relevant Transport Assessment.
- 3.3 Where the Approved Transport Assessment provides for an Agreed Development Quantum and an Increased Agreed Development Quantum for a

Further Key Phase Obligation 58 operates to restrict development beyond the relevant Agreed Development Quantum save where Approved by the County Council (or Determined) and in this regard applications for Residential Reserved Matters Approvals within the Increased Agreed Development Quantum for that Further Key Phase will need to be accompanied by a Transport Technical Note.

4 Monitoring and Material Exceedance

- 4.1 The Transport Monitoring Scheme is to be Approved pursuant to Obligation 59.
- 4.2 Where in the County Council's observance of Transport Data or consideration of a Transport Technical Note or Transport Assessment the Vehicle Budget is Exceeded or likely to be Exceeded the County Council shall make a determination as to whether that Exceedance amounts to a Material Exceedance warranting further investigation and analysis.
- 4.3 In the County Council determining (or it being Determined) whether an Exceedance amounts to a Material Exceedance the following factors shall be relevant:
 - 4.3.1 the extent of the Exceedance;
 - 4.3.2 the number of Exceedances
 - 4.3.3 the frequency of Exceedances; and
 - 4.3.4 the permanence of Exceedances (for example where caused by temporary road works on the A10 or similar).
- 4.4 Where the County Council considers (or it is Determined) that a Material Exceedance has or is likely to occur it shall notify the same in writing to the Owner and the TSRG.
- 4.5 Following notification to the Owner and the TSRG pursuant to paragraph 4.4 above the Owner and the TSRG shall have 30 Working Days to make representations to the County Council including:
 - 4.5.1 whether they accept a Material Exceedance has occurred (or is likely to occur); and
 - 4.5.2 where a Material Exceedance is so accepted setting out any measure(s) which are proposed in order to address the same.

5 Applications

- 5.1 A Material Exceedance will be relevant in the context of the County Council's consideration of whether to grant Approval of any Transport Assessment or Transport Technical Note. In this regard the Owner may propose either that no further mitigation is required (setting out its justification for the same) or a mitigation package which may include any of the following:
 - 5.1.1 any transport measures previously approved should be brought forward;

- 5.1.2 identification and timetable for delivery of any Transport Enhancement Measures are required;
 - 5.1.3 identification and timetable for delivery of any Additional Mitigation Measures are required; and/or (as the case may be)
 - 5.1.4 any Additional S106 Agreement may be required to be entered into.
- 5.2 In considering whether to grant such an Approval it will be relevant to interrogate and consider the Transport Data, any mitigation proposed by the Owner pursuant to paragraph 5.1 above and any relevant strategic transport interventions that have been or may reasonably be expected to be committed by the relevant authority or other transport measures (being any measures delivered by the County Council pursuant to the Table A Protocol or as a Transport Enhancement Measure) in a timescale relevant to the said consideration above (it being acknowledged that payment by the Owner of all or part of the Strategic Transport Contribution will not in itself require the County Council to grant an Approval) and relevant circumstances at the time in order that the County Council may determine (or that it may be Determined):
 - 5.2.1 what (if any) action from the Owner is needed in relation to the Material Exceedance; or
 - 5.2.2 whether the County Council shall withhold the relevant Approval.
- 5.3 Following a determination under paragraph 5.2 above:
 - 5.3.1 the County Council shall notify the Owner of the same in writing within 15 Working Days giving its reasoning for the same
 - 5.3.2 the Owner shall from receipt of such notice have 15 Working Days to make representations to the County Council on the same; and
 - 5.3.3 the County Council shall then have a further period of 15 Working Days to consider the representations made by the Owner and to make and notify its final decision.
- 5.4 If the Owner does not accept the final decision of the County Council pursuant to paragraph 5.3.3 above the Owner may refer the matter to expert determination under clause 11.

Annex F

Part 1 – Links Protocol

In this Links Protocol the following words shall have the following meaning (SAVE THAT where a defined term is used in the numbered paragraphs of this Links Protocol but is not defined in the table below it is defined in clause 1 of this Deed and SAVE FURTHER THAT where a defined term in this Links Protocol is defined with reference to a term otherwise defined in clause 1 of this Deed it is assumed that the Adjacent Land Agreement will contain equivalent terms or is otherwise capable of accommodating this Links Protocol such that it has equivalent meaning and application). The principles of construction as set out in clause 2 of this Deed apply also to this Links Protocol:

Defined term	Meaning of term
“Alternative Strategic Transport Intervention”	a transport solution (non-car based) which is located on the Owner 2 Land and which is provided as an alternative to the currently proposed relocated Waterbeach railway station and capable of removing or saving a substantial quantum of car trips from the local highway network
“Appropriate Arrangements”	arrangements in a legally enforceable mechanism (which in accordance with this Links Protocol may be as Determined by the Expert Surveyor) and which: <ul style="list-style-type: none">(a) secures the Owner 1 Rights;(b) secures the Owner 2 Rights;(c) secures Market Value (as may be agreed or Determined) for the Owner 1 Rights);(d) secures Market Value (as may be agreed or Determined) for the Owner 2 Rights);(e) secures a fair bearing of cost between Owner 1 and Owner 2 of the design, construction and maintenance of any link or service route over which Rights are granted and taken up; and(f) (as applicable) equalises between Owner 1 and Owner 2 any imbalance in land take as may arise between the parties to the Owner 1 Agreement and to the Owner 2 Agreement (but in this context not including any s.106 agreement related to the Station Permission) respectively relating only to the Hub Library, the SEND Facility, the Post 16 Facility, the Health Facilities and the Sports and Leisure Centre as defined in the Owner 1 Agreement and however defined in the Owner 2 Agreement

	<p>such arrangements being in the form of:</p> <ul style="list-style-type: none"> (g) a single agreement in writing between Owner 1 and Owner 2 ("Commercial Agreement"); or (h) such other mechanism as has been Determined by the Expert Surveyor appointed pursuant to this Links Protocol (which in connection with the securing of Market Value or the fair bearing of cost may if judged appropriate by the Expert Surveyor be an irrevocable undertaking with a bond or other form of guarantee from a party of adequate financial standing providing adequate security for the agreed or Determined Market Value or fair bearing of cost)
"Arrangement Summary"	the summary of the agreed or Determined Market Value and other values and costs required in order to summarise (as agreed or Determined) the matters as set out in limbs (c) to (f) (inclusive) of the defined term "Appropriate Arrangements" to be completed in the table form annexed at Appendix 1 to this Links Protocol) or such alternative form as shall be agreed (or Determined)
"Determined"	reference to the term "Determined" in this Links Protocol shall mean determined by the Expert Surveyor in accordance with this Links Protocol only (and "Determine" shall be construed accordingly)
"Link Road"	together the Owner 1 Link Road and the Owner 2 Link Road providing vehicular access from the southern access of the Owner 1 Land to the A10 through to the relocated Waterbeach station or Alternative Strategic Transport Intervention
"Market Value"	the estimated amount for which a property or interest should transact on the date of valuation (to be agreed or Determined) between a willing buyer (not excluding a consortium purchase) and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion taking account of an additional bid by a special purchaser including the other party to the Links Protocol (being as the context requires either Owner 1 or Owner 2) and reflecting the marriage value created by the acquisition and take up of rights
"Owner 1"	all owners of the Owner 1 Land in any event to include all landowners (including any other persons with a material interest in the Owner 1 Land) as may be required to grant or consent to the Owner 2 Rights

“Owner 1 Agreement”	the planning agreement made pursuant to section 106 of the Town and Country Planning Act 1990 binding the Owner 1 Land and related to the Owner 1 Permission (including any subsequent variation)
“Owner 1 Land”	the land defined as the Site in the Owner 1 Agreement
“Owner 1 Link Road”	that part of the Link Road to be delivered on the Owner 1 Land
“Owner 1 Permission”	the planning permission for the Owner 1 Land (reference S/0559/17/OL) and any amendment to the Owner 1 Permission by way of Section 96A of the Act or any substantially similar planning permission for development of the Owner 1 Land or part thereof including any reserved matters and other approvals pursuant thereto and reference to the “Owner 1 Outline Planning Permission” shall be construed as meaning only the outline planning permission referenced S/0559/17/OL
“Owner 1 Rights”	the grant of all rights by Owner 2 and taken up by Owner 1 as necessary over the Owner 2 Link Road and all other necessary east/west links on the Owner 2 Land (which for the avoidance of doubt shall include but not be limited to (for the benefit of the Owner 1 Land) construction access rights, permanent rights and enjoyment of permanent access; use of and rights to connect to infrastructure and/or services jointly serving the Owner 1 Land and Owner 2 Land) as are required over the Owner 2 Land and brought forward to facilitate the comprehensive development of the Wider Site
“Owner 2”	all owners of the Owner 2 Land in any event to include all landowners (including any other persons with a material interest in the Owner 2 Land) as may be required to grant or consent to the Owner 1 Rights but excluding Network Rail (and any other person with an interest in railway land)
“Owner 2 Agreement”	the planning agreement made pursuant to section 106 of the Town and Country Planning Act 1990 binding the Owner 2 Land and related to the Owner 2 Permission (including any subsequent variation)
“Owner 2 Land”	the land defined as the Adjacent Land in the Owner 1 Agreement
“Owner 2 Link Road”	that part of the Link Road to be delivered on the Owner 2 Land
“Owner 2 Permission”	the planning permission (reference S/2075/18/OL) together with the Station Permission and any amendment to the Owner 2 Permission and/or Station Permission by way of Section 96A of the Act or any substantially similar planning permission for development of the Owner 2 Land

	or part thereof including any reserved matters and other approvals pursuant thereto and “Owner 2 Outline Planning Permission” shall be construed as meaning only the outline planning permission referenced S/2075/18/OL
“Owner 2 Protocol Notice”	a legally enforceable written contract entered into between Owner 2 and the District Council (or a tripartite contract between Owner 1, Owner 2 and the District Council) with obligations by Owner 2 in favour of Owner 1 and the District Council (in a form confirmed in writing as acceptable to the District Council) whereby Owner 2 agrees to be contractually bound by this Links Protocol and consenting to the enforcement of the Links Protocol against it by Owner 1 and the District Council (individually or collectively) PROVIDED THAT such contract may be contained within the Owner 2 Agreement or may be entered into in advance of the Owner 2 Permission being granted (but for the avoidance of doubt the entering into of such contract if before the Owner 2 Agreement shall not preclude the District Council to require a planning obligation be entered into by Owner 2 in the same or similar terms as set out in the Owner 1 Agreement)
“Owner 2 Rights”	the grant of all rights by Owner 1 and taken up by Owner 2 as necessary over the Owner 1 Link Road and all other necessary east/west links on the Owner 1 Land (which for the avoidance of doubt shall include but not be limited to (for the benefit of the Owner 2 Land) construction access rights, permanent rights and enjoyment of permanent access; use of and rights to connect to infrastructure and/or services jointly serving the Owner 2 Land and Owner 1 Land) as are required over the Owner 1 Land and brought forward to facilitate the comprehensive development of the Wider Site
“PDG”	as defined in clause 1 of the Owner 1 Agreement
“Rights”	collectively the Owner 1 Rights and the Owner 2 Rights (or either of them as the context requires)
“Station Permission”	the planning permission to be granted by the District Council (subject to determination of the application given reference number S/0791/18/FL) for the relocation of Waterbeach railway station and any amendment to the Station Permission by way of Section 96A of the Act or any substantially similar planning permission for the relocation of Waterbeach railway station and including any reserved matters and other approvals pursuant thereto
“TSRG”	as defined in clause 1 of the Owner 1 Agreement
“Wider Site”	together the Owner 1 Land and the Owner 2 Land

1 Introduction

- 1.1 Owner 1 and Owner 2 will each appoint a suitably qualified and experienced surveyor (respectively "**Owner 1 Surveyor**" and "**Owner 2 Surveyor**") to begin negotiations with each other with a view to agreement being reached on the Appropriate Arrangements:
- 1.2 The process for reaching agreement shall take place in 3 stages namely:
 - 1.2.1 agree the scope for the heads for terms for the Appropriate Arrangements as provided for in paragraphs 2 and 3 of this Links Protocol ("**Scoping Stage**") (or have the same Determined);
 - 1.2.2 agree (or have Determined) detailed heads of terms based on the agreed (or Determined) scope; and
 - 1.2.3 secure the agreed (or Determined) commercial terms in the form of the Appropriate Arrangements.
- 1.3 Where agreement cannot be reached in relation to a stage of any matters in dispute shall be Determined by the Expert Surveyor in accordance with the requirements of this Links Protocol.
- 1.4 Owner 1 shall appoint the Owner 1 Surveyor within 1 month from the date of the Owner 1 Outline Planning Permission.
- 1.5 Owner 2 shall appoint the Owner 2 Surveyor within 1 month from the date of the Owner 2 Outline Planning Permission or if sooner 1 month from the date of the Owner 2 Protocol Notice being entered into.
- 1.6 For the avoidance of doubt (and without prejudice to paragraphs 1.4 and 1.5 of this Links Protocol) Owner 1 can appoint the Owner 1 Surveyor and Owner 2 can appoint the Owner 2 Surveyor (if they so wish) earlier than the periods specified in paragraph 1.4 and 1.5 if they are desirous of engaging and reaching agreement on the Appropriate Arrangements and Owner 1 and Owner 2 shall each provide written confirmation to the District Council confirming the details of such appointment.
- 1.7 The District Council will appoint a suitably qualified and experienced surveyor ("**Council's Surveyor**") in order to be advised on the progress made by Owner 1 and Owner 2 in relation to matters set out in this Part 1 of Annex F. The District Council may from time to time serve on Owner 1 and Owner 2 a demand for recovery of the District Council's reasonable costs in employing the Council's Surveyor such demand to be accompanied by receipted invoices ("**Council's Surveyor Contribution Demand**") (in each case such demand to either Owner 1 or Owner 2 being for no more than 50% of the said costs).
- 1.8 It is envisaged that some information as to progress towards the objectives of this protocol can be made available by the District Council to the public, but Owner 1 and Owner 2 and the District Council may agree that certain information is sensitive and should be kept confidential. This in no way conflicts with and will be subject to the District Council's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

- 1.9 Subject to any finding of the Expert Surveyor under paragraph 5 Owner 1 and Owner 2 shall bear their own costs in connection with the matters included within this Links Protocol.
- 1.10 Owner 1 will and will require the Owner 1 Surveyor to act in good faith in its dealings with Owner 2 and the Owner 2 Surveyor with the aim to put in place Appropriate Arrangements in a timescale so as not to prejudice or delay the comprehensive development of the Wider Site.
- 1.11 Owner 2 will and will require the Owner 2 Surveyor to act in good faith in its dealings with Owner 1 and the Owner 1 Surveyor with the aim to put in place Appropriate Arrangements in a timescale so as not to prejudice or delay the comprehensive development of the Wider Site.
- 1.12 Where an Expert Surveyor has been appointed at any stage as part of this Links Protocol process, the same Expert Surveyor shall, if further Determination on further stages is required, be appointed to make the required Determination for the purposes of ensuring consistency of approach (unless otherwise agreed between Owner 1 and Owner 2).

2 Beginning Negotiations

- 2.1 Owner 1 and Owner 2 will engage in relation to the scope nature and extent of the Rights to be secured in the Appropriate Arrangements.

Either Owner 1 or Owner 2 will begin this engagement by sending a written invitation to the other and the Council's Surveyor to attend a scoping meeting. This written invitation is to be sent no later than 10 Working Days of the Owner 2 Protocol Notice having been entered into and (if Owner 1 is not a party to the Owner 2 Protocol Notice) a copy of the same having been provided to Owner 1; and a copy of the said invitation shall be sent to all members of PDG.

- 2.2 The date proposed for the said scoping meeting must be within 30 Working Days of the date of the said invitation or as may be agreed between Owner 1 and Owner 2.

3 Scoping the Heads of Terms (Scoping Stage)

- 3.1 The District Council (in consultation with Owner 1 and Owner 2 and their respective surveyors) will set the agenda for this scoping meeting and shall provide a copy of the same to those attending and all members of PDG. The purpose of this scoping meeting is to consider and outline the requirements of both Owner 1 and Owner 2 in terms of Rights required to facilitate the comprehensive development of the Wider Site in a reasonable timeframe and this agenda shall provide for an initial discussion on matters relevant to Appropriate Arrangements.
- 3.2 The output of this Scoping Stage is to agree (or have Determined) the scope of the heads of terms (rather than the detail of the heads of terms themselves which will come later as provided for in paragraph 4) to inform the agreement (or Determination) of Appropriate Arrangements.
- 3.3 If the Scoping Stage is being undertaken before the Owner 2 Outline Planning Permission has been granted and is free from challenge leaving the Owner 2 Outline Planning Permission in place, the agreement to the scope shall allow for such review, confirmation or variation of the same but only to the extent that the development permitted by the Owner 2 Outline Planning Permission (once granted and free from

challenge leaving the same in place) materially affects the terms agreed at the Scoping Stage.

- 3.4 Owner 1 and Owner 2 will agree responsibility for producing a note of each scoping meeting and will provide a copy of this to all members of PDG and TSRG.

4 Agreeing Detailed Heads of Terms (Stage 2)

- 4.1 Where the scope of the heads of terms have been agreed between Owner 1 and Owner 2 pursuant to paragraph 3 both Owner 1 and Owner 2 will seek to agree heads of terms for the Appropriate Arrangements within 4 months of the scope being agreed or, if later, within 2 months of the Owner 2 Outline Planning Permission being granted and free from challenge leaving the same in place (allowing for a review of the heads of terms on the same basis as required pursuant to paragraph 3.3 in relation to the Scoping Stage).
- 4.2 Progress on this will be reported at the PDG and both Owner 1 and Owner 2 will provide updates to the District Council and the County Council as reasonably requested by them.
- 4.3 Owner 1 and Owner 2 will inform the District Council and the County Council as to the following in a timely way:
- 4.3.1 dates of future meetings and content of the proposed agenda at each so that the District Council can decide whether to require the Council's Surveyor to attend;
 - 4.3.2 outcomes of such meetings including a note of the discussion; and
 - 4.3.3 any agreement reached between Owner 1 and Owner 2 as to heads of terms
- 4.4 Owner 1 and Owner 2 will respond diligently and in a timely way to any reasonable request from the District Council or the County Council as to further information or explanation as to any matter reasonably related to the terms under discussion including the preparation of reports to the PDG.

5 No Agreement on Scoping Stage and/or Stage 2

- 5.1 In the event that no agreement is reached on:
- 5.1.1 the scope of the heads of terms before the Owner 2 Outline Planning Permission is granted and is free from challenge leaving the same in place; and/or
 - 5.1.2 heads of terms within the later of the periods referred to in paragraph 4.1 (or sooner if either Owner 1 or Owner 2 notifies the District Council before the expiry of the said period that no agreement is likely within the relevant period and the Council's Surveyor agrees this conclusion);

then PROVIDED THAT in each case the Owner 2 Outline Planning Permission and the Station Permission have been granted and are free from challenge leaving the same in place the issue in question will be referred to an expert of appropriate experience and knowledge ("**Expert Surveyor**") who will act as an independent expert (not an arbitrator) and who shall be asked to Determine the issues on which no

agreement has been reached and who shall have the ability to call for advice independently from Owner 1 and Owner 2 on matters which fall to be agreed (for example from a quantity surveyor on the matter of costs) to be identified:

- (i) by Owner 1 and Owner 2 being in agreement on the relevant individual;
- (ii) in the absence of agreement between Owner 1 and Owner 2 within 10 Working Days of the expiry of the relevant period in paragraph 5.1.1 or 5.1.2, by the District Council on advice from the Council's Surveyor (or as nominated by the President for the time being of the Royal Institution of Chartered Surveyors) within a further 3 weeks hearing any representations from Owner 1 and Owner 2 if made; or
- (iii) in the absence of appointment under either of the above within 20 Working Days of the expiry of the relevant period in paragraph 5.1.1 or 5.1.2 (as the case may be) then as nominated by the President for the time being of the Royal Institution of Chartered Surveyors upon application by the Owner.

5.2 Owner 1, Owner 2 and the District Council (in consultation with the County Council) may make representations to the Expert Surveyor.

5.3 The District Council shall be permitted to make such representations to the Expert Surveyor regarding the Appropriate Arrangements as are relevant to its role as local planning authority interested in securing the comprehensive development of the Wider Site and in seeing that delivery of the Link Road and (to the extent known) the relocated Waterbeach station (or Alternative Strategic Transport Solution) is not prejudiced or unduly delayed so (subject always to Appropriate Arrangements being in place) as to frustrate delivery of development on the Owner 1 Land and/or Owner 2 Land.

5.4 The timing of the outcome of any expert Determination will depend on the issues at large, but it is agreed that ideally the process should be completed no later than 3 months from the agreement or nomination of the Expert Surveyor pursuant to paragraph 5.1.2 above (unless otherwise agreed between Owner 1, Owner 2 and the District Council) and that the Expert Surveyor should be given a timeframe in which to conduct his/her considerations and make a finding. That being agreed:

5.4.1 in the event of an appointment under 5.1.2 (i), Owner 1 and Owner 2 will agree the timeframe but with the District Council having the final say on the timeframe having regard to delivery of the relocated Waterbeach station (or Alternative Strategic Transport Solution);

5.4.2 in the event of an appointment under 5.1.2 (ii), the District Council will set the timeframe by first hearing any representations made on that point from Owner 1 and Owner 2 with the District Council giving each 10 Working Days to make the same; and

5.4.3 in the event of an appointment under 5.1.2 (iii), the timeframe will be set by the Expert Surveyor unless agreed by Owner 1 and Owner 2 or set by the District Council

and for the avoidance of doubt such timescale shall take account of (where known) the delivery of the relocated Waterbeach Station) or as the case may be Alternative

Strategic Transport Solution) and the time required to design and construct the Link Road to facilitate its relocation within the known delivery timescale)

5.5 Those matters upon which the Expert Surveyor shall be required to Determine are the following and in all cases are in order to ensure Appropriate Arrangements (but Owner 1 and Owner 2 may by agreement ask the Expert Surveyor to Determine other relevant matters)

5.5.1 the scope of the relevant items to be considered as part of the valuation and heads of terms process for Appropriate Arrangements so that the scope of heads of terms for the same can be Determined;

5.5.2 the Rights to be granted between Owner 1 and Owner 2 (and vice versa) in order to secure Appropriate Arrangements;

5.5.3 such net payment or payments for such Rights as may be assessed, the timing of payments and appropriate security for the same;

5.5.4 the terms of for the grant of any Rights and mechanisms for such payments and security for the same to be provided;

5.5.5 an acceptable form or forms of Appropriate Arrangements;

5.5.6 a summary of the relevant Determination including a completed Arrangement Summary; and

5.5.7 whether the circumstances are such that:

(i) the costs of either Owner 1 or Owner 2 in connection with the reference to the Expert Surveyor should be borne by the other party contrary to paragraph 1.9; and/or

(ii) the costs of the Expert Surveyor (and any independent advice called for by the Expert Surveyor) should be borne by Owner 1 and/or Owner 2 other than in accordance with paragraph 5.7 or as the case may be paragraph 7.5.

5.6 The finding of the Expert Surveyor shall be final and binding on all parties save for manifest error or fraud.

5.7 Owner 1 and Owner 2 shall share the cost of the Expert Surveyor (and any advice called for by the Expert Surveyor as provided for in paragraph 5.1) on a 50:50 basis subject to any finding to the contrary by the Expert Surveyor (and for the avoidance of doubt the costs of the Council's Surveyor shall be shared on a 50:50 basis where the District Council has taken part in the proceedings with the Expert Surveyor).

6 Following Agreement – Putting in Place Appropriate Arrangements (Stage 3)

6.1 Following agreement or Determination of heads of terms pursuant to Stage 2 Owner 1 and Owner 2 will use Reasonable Endeavours to document and enter into a form of Appropriate Arrangement to effect the said terms within 3 months of the said agreement or Determination including but not limited to security for future payments such agreement (unless Determined otherwise).

- 6.2 Following agreement or Determination of heads of terms Owner 1 and Owner 2 will provide to the District Council a summary of the agreement including the Arrangement Summary which are to be included in the Appropriate Arrangements .
- 6.3 If requested by the District Council Owner 1 and Owner 2 will make available to the District Council and the Council's Surveyor any draft documents and correspondence between Owner 1 and Owner 2 and will make reports to the PDG and TSRG as to progress.

7 Facilitating the Appropriate Arrangement

- 7.1 If Owner 1 and Owner 2 fail to put in place the Appropriate Arrangements within the timescales prescribed by paragraph 6.1, Owner 1 and Owner 2 shall provide a written update to the District Council with an agreed timetable that each party reasonably anticipates the Appropriate Arrangements will be entered into.
- 7.2 If Owner 1 and/or Owner 2 informs the District Council (following the failure to meet the timescale in paragraph 6.1) that neither party reasonably anticipates Appropriate Arrangements are going to be concluded within a further 3 month period then:
- 7.2.1 if Owner 1 or Owner 2 offers a form of Appropriate Arrangement consistent with what has been agreed or Determined by the Expert Surveyor and which in relation to payments is consistent with the Arrangement Summary (provided pursuant to paragraph 6.2) reasonably considered acceptable by the District Council then (if the form of such Appropriate Arrangement is not agreed between Owner 1 and Owner 2) the District Council shall refer the proposed form of Appropriate Arrangement to the Expert Surveyor for Determination and following such Determination Owner 1 and/or Owner 2 (as applicable) shall enter into the Determined form of Appropriate Arrangement;
- 7.2.2 Owner 1 and/or Owner 2 (and/or the District Council) will refer the form of the Appropriate Arrangements to the Expert Surveyor and Owner 1 and Owner 2 shall enter into a form of Appropriate Arrangements as the Expert Surveyor shall Determine.
- 7.3 The Expert Surveyor may seek the assistance of such other experts (including a solicitor of appropriate experience) as he or she may consider necessary for the purposes of settling the form of the Appropriate Arrangements.
- 7.4 Owner 1 and Owner 2 agree to be bound by the Determination of the Expert Surveyor in settling the form of the Appropriate Arrangement save for manifest error or fraud.
- 7.5 Owner 1 and Owner 2 shall each be responsible for their respective 50% share of the costs of the Expert Surveyor and the costs of any additional assistance required by the Expert Surveyor.

8 Purpose and Other Agreement

- 8.1 The purpose of this Links Protocol is to provide a structure for Owner 1 and the Owner 2 to facilitate their agreeing Appropriate Arrangements while protecting legitimate commercial private interests. It is not intended that this Links Protocol shall affect the commercial position of Owner 1 or Owner 2.
- 8.2 It shall be open to Owner 1 and Owner 2 to reach a Commercial Agreement otherwise than by following the above and without reference to the Expert Surveyor and this shall

include it being open to Owner 1 and Owner 2 to reach agreement as to the timing of delivery of the Owner 1 Link Road and the Owner 2 Link Road (but not so as to require either Owner 1 or Owner 2 to deliver their respective part of the Link Road sooner than required by the Owner 1 Agreement or as the case may be the Owner 2 Agreement unless agreed by the relevant owner in their absolute discretion) and Owner 1 and Owner 2 shall keep the District Council informed as to progress.

- 8.3 Unless and until a Commercial Agreement is reached by following an alternative process Owner 1 and Owner 2 are still required to perform against the terms of this Links Protocol to put in place Appropriate Arrangements save to the extent agreed by the District Council.
- 8.4 Save as set out in this protocol neither Owner 1 nor Owner 2 shall make a charge for or in relation to the provision of other access points between the Owner 1 Land and the Owner 2 Land and (subject to Appropriate Arrangements being in place all such access points as may be approved as part of any reserved matters application or pursuant to condition shall be constructed and laid out up to the boundary of the relevant part of the Owner 1 Land and/or Owner 2 Land (as applicable) as soon as reasonably practicable as part of the delivery of the respective developments (subject to other relevant provisions of the Owner 1 Agreement and the Owner 2 Agreement.

Appendix 1 to Links Protocol

Arrangement Summary

(to be read in conjunction with the defined term “Appropriate Arrangements”)

	Trigger Date	Payment Schedule	Other Conditions
Owner 1 Rights Market Value			
Owner 2 Rights Market Value			
Fair bearing of costs – payment from Owner 1 to Owner 2			
Fair bearing of costs – payment from Owner 2 to Owner 1			
Equalisation of s.106 land take - any payment from Owner 1 to Owner 2			
Equalisation of s.106 land take – any payment from Owner 2 to Owner 1			

Part 2 – Link Road Arrangements

- 1 The District Council in consultation with the County Council may serve on the Owner at any time from the date hereof a Link Road Call Notice for the Owner to Provide the MOD Link Road PROVIDED THAT:
 - 1.1 such a notice must be in writing and signed by or on behalf of the Assistant Director of Delivery or the officer in any replacement post;
 - 1.2 the said notice must give no less than three (3) years from service of the same to the date when the MOD Link Road is required by the said notice to be Provided; and
 - 1.3 the said notice may be served only:
 - 1.3.1 after the Planning Permission the Adjacent Land Permission and the Station Permission have all been granted and are free from challenge leaving them in place;
 - 1.3.2 where the MOD Link Road is called for in circumstances justified by reasonable expectation of delivery of both the relocated Waterbeach station (or the Alternative Strategic Transport Intervention) and the Adjacent Land Link Road; and
 - 1.3.3 prior to Projected Date B.
- 2 Before serving such a notice the District Council must:
 - 2.1 explain to the Owner in writing its rationale for selecting the date when the MOD Link Road is to be Provided such rationale to include:
 - 2.1.1 reference to the funding (noting that such funding may be conditional but nevertheless explaining the rationale taking account of such conditionality) for and expected timing of delivery of the relocated Waterbeach station or the funding for and expected timing of delivery of the Alternative Strategic Transport Intervention (as the case may be) including reference to the GRIP process (in the case of a relocated Waterbeach station) or such appropriate process as may apply to the Alternative Strategic Transport Intervention; and.
 - 2.1.2 reference to the funding for and expected timing of delivery of the Adjacent Land Link Road.

(it being acknowledged that these expected dates and timings may not in due course be the actual dates and timings of such delivery and so the District Council's explanation need only be based on the best information available at the time); and
 - 2.2 allow the Owner 20 Working Days to respond to the said rationale but for the avoidance of doubt where the Link Road Call Notice provides confirmation from Network Rail that the relocated station to be delivered pursuant to the Station Permission has reached GRIP Stage 4 (or such equivalent process to GRIP as may be substituted or amended) the Owner shall accept this is sufficient

rationale for the purposes of paragraph 2.1.1 above in relation to a relocated Waterbeach station.

- 3 The District Council shall only be entitled to serve the Link Road Call Notice having complied with paragraphs 1 and 2 above and shall provide its reasoning in serving the notice taking into account any representations made by the Owner pursuant to paragraph 2.2.
- 4 Upon receipt of the Link Road Call Notice (in accordance with paragraph 3 but without prejudice to paragraph 2.2) if the Owner disagrees with the District Council's rationale provided pursuant to paragraph 3 above the Owner may refer the matter to dispute resolution pursuant to clause 11 within 20 Working Days from the date of its receipt but for the avoidance of doubt if the Owner does not refer the matter to dispute resolution or in the event any Determination upholds the Link Road Call Notice this shall thereafter be known as an "**Accepted Link Road Call Notice**" for the purposes of Obligation 70 PROVIDED THAT the Accepted Link Road Call Notice shall not be required to grant more time to the Owner than the relevant Trigger Event given in the original Link Road Call Notice simply as a result of the time taken in any reference to dispute resolution (unless the person appointed under clause 11 shall so Determine).
- 5 At any time either from service of a Link Road Call Notice or otherwise the District Council in consultation with the County Council may serve a Link Road Delay Notice delaying the date for Provision of the MOD Link Road and explaining the rationale for this and the Owner shall be entitled to refer for Determination under clause 11 any amendment to the Link Road Delivery Programme notified to it but for the avoidance of doubt the ability to refer to Determination shall not apply where the Link Road Delay Notice has been served pursuant to paragraph 6 below at the Owner's request.
- 6 More than one Link Road Delay Notice may be served and the Owner shall have the right to request that the District Council serve a Link Road Delay Notice (with any amendment to the Link Road Delivery Programme as may be requested) explaining its rationale for such request and the District Council (in consultation with the County Council) shall act reasonably in considering such request.
- 7 Where the MOD Link Road has been Provided in advance of completion of a Commercial Agreement the District Council may serve the Link Road Completion Notice immediately following written confirmation that the Appropriate Arrangements having been put in place.

Annex G

Part 1 – Community Development Worker Job Description

PURPOSE OF POST:

The purpose of this 10 year post is to support new residents moving into the development and encourage local community activity through:

- 1 Initiating a strategy for community development, in co-operation with other officers and external agencies, including working with any person in a similar post in relation to the Adjacent Land and neighbouring communities, geared towards enabling greater involvement, inclusive engagement and long term self-sustaining initiatives.
- 2 Developing and implementing inclusive community development in partnership with local residents, council officers, and other statutory and voluntary agencies reflecting the principles of the Healthy New Towns approach.
- 3 Within the Site support and encourage the development of Social Networks to enable the community of the Site to be cohesive and robust and to integrate fully with neighbouring communities.

MAIN DUTIES:

- 4 Work with and support local people to develop the community, facilitate community leaders to create opportunities, co-produce activities, share public service and form local networks.
- 5 Act as advocate for the community, supporting local residents to work together to shape ongoing design and roll out of the Development, forging relationships with public, private and community based organisations.
- 6 As part of working with new residents, identify any issues arising which require early intervention: working as appropriately with housebuilders, schools, public and third sector partners to bring in additional support both for individuals, and if needed for the wider community.
- 7 Support the community to be responsible for managing and co-ordinating community projects.
- 8 Actively supporting the integration of new residents with existing communities around the new development, particularly working with established community groups and projects in Waterbeach and the surrounding area.
- 9 In conjunction with both local residents, council officers, and other statutory and voluntary agencies recommend on sources of finance that might be available to support local community development initiatives.
- 10 Develop process for ensuring that, wherever possible, all community development projects/initiatives are managed and delivered in an inclusive manner. Providing support or training to enable community leaders to achieve this.
- 11 Providing progress reports to the District Council and the County Council.

- 12 Promote the use of suitable spaces to meet and offer support to encourage the community to form clubs/ groups and run events.
- 13 Act as a point of contact for the emerging community to signpost to other relevant organisations or agencies and provide a 'welcome' to new residents.
- 14 Provide information to residents to encourage sustainable travel patterns and encourage responsible recreational activity so as to avoid potentially harmful impacts upon sensitive natural habitats and historic assets within and in close proximity to the Site.
- 15 At the request of the Owner to arrange annual residents' meetings to inform residents as to current and future plans regarding the managed assets as further described in the Management Principles in Part 1 of Annex D.
- 16 Informed by the results of any Household Recreation Survey to provide information to residents of the Development to encourage sustainable travel patterns and encourage responsible recreational activity so as to avoid potentially harmful impacts on sensitive natural habitats and historic assets within and in close proximity to the Site.

Part 2— Community Fund Guaranteed Contribution Payments Programme

<u>Description of Community Fund Guaranteed Contribution</u>	<u>Trigger Event</u>
Phase 1 Initial Sum	Prior to first Occupation of the first Dwelling to be Occupied
Phase 1 Interim Sum	No later than Occupation of 100 Dwellings
Phase 1 Final Sum	No later than 24 months following the trigger for payment of the Phase 1 Initial Sum

Part 3 – Community Fund Balance Protocol

- 1 The Owner shall hold the Community Fund Balance until the Occupation of 4,100 Dwellings (“**the Community Fund Balance Period**”)
- 2 If during the Community Fund Balance Period the County Council reasonably concludes that further community interventions (beyond those that may be funded by the Community Fund Guaranteed Contribution) are required within the Development in order to safeguard and enhance the wellbeing of vulnerable residents within the Development it may serve a Community Fund Balance Demand (and for the avoidance of doubt more than one Community Fund Balance Demand may be served during the Community Fund Balance Period) setting out
 - 2.1 a business case for the use of part of the Community Funds to be applied towards community interventions and initiatives;
 - 2.2 the amount of funds proposed to be drawn down from the Community Balance Fund;
 - 2.3 a breakdown of how the funds are proposed to be applied;
 - 2.4 the identification of the particular residents (or groups of residents) and/or issues central to the proposal;
 - 2.5 a statement demonstrating that the County Council has had regard to the fact that the Community Balance Fund is to be utilised throughout the course of the Development and that the proposals under consideration are not likely to materially prejudice future proposals or initiatives that may be of importance; and
 - 2.6 how the County Council has spent or is proposing to spend the Community Fund Guaranteed Contribution or any portion of the Community Fund Balance already drawn down.
- 3 No more than £151,457 (one hundred and fifty one thousand four hundred and fifty seven pounds) may be demanded before Occupation of 1600 Dwellings

- 4 Following service of the Community Fund Balance Demand the Owner shall have 10 Working Days to make representations to the County Council
- 5 If no representations are received in accordance with paragraph 4 above the Owner shall pay such sum as set out in the Community Fund Balance Demand within 20 Working Days service of the Community Fund Balance Demand
- 6 If representations are received in accordance within paragraph 4 above the Owner and the County Council shall use reasonable endeavours to agree the terms of the Community Fund Balance Demand.
- 7 If agreement between the County Council and the Owner cannot be reached within 20 Working Days of the Owner making representations in accordance with paragraph 4 above either:
 - 7.1 the sum as set out in the Community Fund Balance Demand shall become payable within the following 10 Working Days; or
 - 7.2 the sum to be paid shall be Determined in accordance with clause 11.

Annex H

Monitoring Scheme

Activities

- 1 The collection and recording in electronic form accessible to relevant officers of the District Council and County Council (or in other form as agreed from time to time with the District Council and the County Council) of Monitoring Information.
- 2 Supplying to the District Council and the County Council on a quarterly basis from Commencement of Development the Monitoring Information save for:
 - 2.1 the elements of Monitoring Information in paragraph 4 which is to be supplied on an ad hoc basis to the District Council only as soon as reasonably practicable after such disposal;
 - 2.2 the elements of Monitoring Information in paragraph 7 which is to be supplied on an annual basis beginning with the first anniversary of Commencement of Development to the District Council only and only until a Reconciliation Review shall have been completed or, if earlier, until the Review for the final Key Phase (the same demonstrating that Policy Target will be achieved);
 - 2.3 that element of the Monitoring Information in paragraph 10 which is to be supplied until 15 years from the date of the Planning Permission and at a frequency of no less than every 5 years beginning with the date which is 5 years from the grant of the Planning Permission; and
 - 2.4 the elements of Monitoring Information in paragraph 11 which is to be supplied on a quarterly basis but only beginning following the Occupation of 800 Dwellings.
- 3 Responding to reasonable requests from the District Council and the County Council for Monitoring Information at other times.

Monitoring Information

- 4 In relation to land disposed of from within the Site by the Owner (excluding Exempt Units) the Monitoring Information shall comprise:
 - 4.1 a plan showing the extent of land disposed of;
 - 4.2 dates of agreement of terms and of disposal and parties involved;
 - 4.3 all financial terms to include relevant timings and any financial obligations passed to the purchaser including any additional items of infrastructure required to be provided or paid for by the purchaser;
 - 4.4 information on the development to be provided on the area disposed of to include where known a breakdown of accommodation size, use, Dwelling mix and sizes and tenures; and
 - 4.5 confirmation where the land disposed of was Serviced.
- 5 Updated quarterly (from the date of this Deed), the following information:

- 5.1 Market Dwellings and Affordable Housing Dwellings Occupied across the Site (and by Key Phase);
 - 5.2 Market Dwellings and Affordable Housing Dwellings not Occupied across the Site (and by Key Phase) but which are Practically Complete; and
 - 5.3 The Dwelling mix in each case detailing size and tenure including Affordable Housing Dwelling tenure mix.
- 6 Updated quarterly (from the date of this Deed) progress towards any Obligations.
 - 7 An updated Project Appraisal.
 - 8 Updated quarterly the position (from the date of this Deed) in relation to each Obligation as to the Land Bound and Land Released.
 - 9 Updated quarterly the Open Space Tracker.
 - 10 Following the Occupation of 100 units a Household Recreation Survey updated every 5 years until completion of the Development.
 - 11 Within 2 months of securing Reserved Matters Approval which cumulatively brings the total of Approved Dwellings to 800 Dwellings to submit details of Projected Date A and Projected Date B and to provide such update to the information submitted on written request by the District Council.

Annex I

Part 1 – Progress and Delivery Group (PDG)

The PDG will be committed to facilitating the comprehensive delivery and design of the Wider Site including infrastructure in a coherent and compatible manner. The role of the group is as follows:

- 1 The primary role of this group is to provide a forum for members to share information and collaborate on:
 - 1.1 the approach to ongoing design for development across the Wider Site and observance of the provisions of the SPD;
 - 1.2 where needed, the putting in place of compatible strategies across the Wider Site for dealing with utility provision and infrastructure, infrastructure and community engagement and representation;
 - 1.3 early establishment of the stewardship arrangements of the Wider Site to facilitate a holistic and consistent approach to the management and maintenance of recreational, social, leisure and community facilities provided on the Wider Site to include investigating and collaborating in relation to community engagement and inclusion and in relation to the on-going management and maintenance of site wide facilities and infrastructure across the Wider Site;
 - 1.4 the delivery and integration of services and infrastructure across the Wider Site including as to capacity;
 - 1.5 maintaining the integrity of the spatial design and Wider Site linkages as identified in the SPD; and
 - 1.6 the delivery of the proposed relocated Waterbeach station and associated linkages;
- 2 PDG will also have a role in:
 - 2.1 facilitating consultation and community forum feedback;
 - 2.2 assessing and anticipating cumulative impact/effects of other developments being brought forward within the area including the Adjacent Land to secure a joined up and collaborative approach with other developers both in relation to identification and delivery of infrastructure requirements and assisting delivery of development;
 - 2.3 keeping updated and informed on new policies, needs and standards of the local planning authority, local highway authority and education authority to be incorporated within design and influence infrastructure being brought forward;
 - 2.4 over-seeing the development of the community; and
 - 2.5 providing such information and/or assistance as the District Council may reasonably request to enable it to prepare update reports to its member as to the progress of the delivery of development of the Wider Site, monitoring of Obligations and/or any general update.

Membership

- 3 The membership of the group, in the first instance and until such time as the full proposal for development of the Adjacent Land has been approved in outline, are proposed to be the District Council and the County Council with the Owner (or its development manager). Membership will be extended to the Adjacent Landowner once that consent has been granted and that land owner may from time to time be invited to attend meetings of PDG even before the said owner becomes a member.
- 4 Other stakeholders and interested parties may be invited to meetings (but not as members) depending on the agenda for example:
 - 4.1 The Adjacent Landowner (until a member);
 - 4.2 Community Development Workers;
 - 4.3 Parish Councils;
 - 4.4 Network Rail

Frequency of meetings, agendas and reporting

- 5 Meetings will take place quarterly beginning within 3 months of the grant of the Planning Permission, but the members may from time to time agree a different frequency or ad hoc meetings.
- 6 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will alternate between the Owner (or its development manager) and the Adjacent Landowner from the point when their membership begins.
- 7 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting subject to members first agreeing matters regarding the publicity of relevant minutes. Any specific actions required between meetings will be addressed via email.

Terms of reference

- 8 The terms of reference of the PDG are:

Applications

- 8.1 To hear and note proposals for applications including those in preparation relating to any part of the Wider Site. This will offer an opportunity for a “sense check” as to compliance with the SPD;
- 8.2 To provide a forum for discussion as to emerging proposals across the Wider Site and likely timing. This will enable the Owner or its development manager to engage at the appropriate time with the Adjacent Landowner (and vice versa) on terms for links across the Wider Site and other relevant matters.

Delivery and progress

- 8.3 To maintain awareness of approvals granted and completions achieved on any part of the Wider Site;

- 8.4 To receive and note information relating to the EER process so as to understand the likely need for any increased education provision;
- 8.5 To review reports and updates from TSRG so as to inform the PDG's understanding of transport impacts and proposed mitigations;
- 8.6 To receive and note communications and progress reports from community development workers and other community feedback so as to maintain awareness of community issues;
- 8.7 To keep TSRG informed as to likely future applications;
- 8.8 To note the progress of applications and development so that the PDG can:
 - 8.8.1 Maintain a strategic view of the delivery of infrastructure as outlined in the SPD including (but not limited to):
 - (i) connectivity and services including broadband and telecoms;
 - (ii) sports and community facilities including open space;
 - (iii) education provision;
 - (iv) delivery of the proposed relocated Waterbeach station; and
 - (v) town centre and local centres

so as to inform future design work, including as to capacity, and the of strategies and applications
 - 8.8.2 Understand the likely timing and lead in provision for links to be provided between the Site and the Adjacent Land with appropriate rights;
- 8.9 To hear and note progress on the delivery of links and negotiations in relation to these; and
- 8.10 To receive updates and information on the management and maintenance regimes established and progress reports on how those regimes are working in practice in particular to identify any on-going management and maintenance issues and/or feedback from the local community and other stakeholders (to include consideration on the extent to which the local community have been empowered to participate and engage on the management, maintenance and use of such facilities) on the operation of those regimes with a view to identifying how those regimes may be adopted and/or amended as appropriate.

Community

- 9 To receive reports from the County Council for the expenditure of any funds used from the Community Fund as to the achievement of the objectives set for the expenditure and to consider any lessons to be learnt for the future;
- 10 To consider and provide comment from time to time on proposals from a member of PDG as to the facilities to be provided in any Community Building so that PDG's comments can be taken into account in the formulation of the relevant reserved matters

application. In this regard, PDG will consider the facilities available and under consideration in other Community Buildings and any such facilities on the Adjacent Land to facilitate an appropriate range and choice across the Wider Site but for the avoidance of doubt this is without prejudice to such Community Building provision which the District Council will require and/or Approve as part of any Reserved Matters Application.

Part 2 – Transport Strategy Review Group (TSRG)

The role of the group:

- 1 The TSRG is a consultative group the role of which is to facilitate co-ordination between partners over the delivery of the transport strategy for the Wider Site.
- 2 It will be responsible for reviewing the planning, monitoring and managing of travel behaviours, trip rates and the transport impact of the new town and recommending responses accordingly. The group will, specifically seek to manage the impact of the new town on the capacity of the A10.
- 3 The TSRG will not have any decision making powers and all decisions regarding transport strategy for the Wider Site will rest solely with the County Council and/or the District Council as the case may be taking account of recommendations and representations from TSRG.
- 4 TSRG will enable the delivery of the overall transport strategy to promote comprehensive development of the Wider Site and facilitate:
 - 4.1 communication between the Owner and the Adjacent Landowner; and
 - 4.2 a unified approach to transport monitoring and delivery across the Wider Site to assist the District Council and the County Council in performing their functions.
- 5 TSRG will have the role of responding to improvements proposed to the A10 so that the agreed transport strategy can respond to changing circumstances. The group is a key forum for discussing appropriate changes to both the nature and the timing of various elements of the transport strategy subject always to the statutory roles performed by the District Council as local planning authority and the County Council as local highway authority.
- 6 A key element of this approach is to inform and recommend to key stakeholders the level of funding and investment to be committed across each phase, to ensure appropriate and proportionate use of resources to achieve the best outcomes achievable. In carrying out its functions, and operating within its terms of reference, TSRG will work collaboratively and in cooperation with other relevant stakeholders to enable efficient use of resources and to avoid where possible any abortive works or expenditure.
- 7 In addition, the group will also be a forum for discussing and seeking opportunities for additional sources of funding for travel plan initiatives (and other transport interventions) relating to the Site and/or the Adjacent Land.

Membership

- 8 The membership of the group, in the first instance and until such time as the full proposal for development of the Adjacent Land has been approved in outline, are proposed to be the District Council and the County Council with the Owner (or its development manager). However, it is proposed that membership be extended to the Adjacent Landowner (or its development manager) once that consent has been granted and the Adjacent Landowner may from time to time be invited to attend meetings of TSRG even before the said owner becomes a member.

- 9 Other stakeholders and interested parties may be invited to meetings depending on the agenda for example:

- 9.1 The Adjacent Landowner until a member;
- 9.2 Representatives from the Combined Authority;
- 9.3 Local bus operators;
- 9.4 Travel for Cambridgeshire;
- 9.5 Network Rail;
- 9.6 Other travel plan coordinators in the local area;
- 9.7 Parish Councils; and
- 9.8 the Greater Cambridgeshire Partnership

Frequency of meetings, agendas and reporting

- 10 Meetings will take place quarterly beginning within 3 months of the grant of the Planning Permission, but the members may from time to time agree a different frequency or ad hoc meetings.
- 11 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will alternate between the Owner (or its development manager) and the Adjacent Landowner (or its development manager) from the point when their membership begins.
- 12 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting subject to members first agreeing matters regarding the publicity of relevant minutes. Any specific actions required between meetings will be addressed via email.

Terms of reference

- 13 The terms of reference of TSRG are:

In relation to information and monitoring to:

- 13.1 receive and consider the outcomes from the Transport Enhancement Monitoring Scheme and make recommendations arising from that consideration;
- 13.2 discuss:
 - 13.2.1 for improving an integrated approach to public transport;
 - 13.2.2 as to the transport related priorities to be funded by s.106 contributions;
 - 13.2.3 for advancing site wide and wider local transport related connections/improvements;
 - 13.2.4 in relation to matters allowed for in paragraph 13.3.1 below regarding the potential push back of measures etc;

- 13.2.5 the County Council's programme for proposed transport interventions in relation to the Wider Site over the next 24 months;
 - 13.2.6 any interventions directed to bringing forward the proposed relocated Waterbeach station;
 - 13.2.7 any concerns as to progress on the A10 solution timetable so that TSRG can consider any possible solutions/mitigations and how to deliver them.
- 13.3 discuss :
- 13.3.1 whether any of the Early Transport Measures, Early Transport Contributions, Transport Enhancement Measures (or contributions in lieu) (including any of the relevant measures or works to which any of the relevant contributions is/are to be applied in accordance with the terms of this Deed) may be either pushed back to a later trigger, or declared as not required, and whether specified measures should be delivered in a different order (subject to no increase in cost to the Owner) and
 - 13.3.2 the management of monies received from transport contributions across the new town (being Instalments together with such corresponding contributions from the Adjacent Land)
- 13.4 To receive and consider annual reports from travel plan coordinators.

In relation to contributions and adjustments to:

- 13.5 use reasonable endeavours to support any application by the Owner to secure public subsidy/funding for any A10 corridor improvements/public transport improvements or other appropriate transport measures by providing such reasonable assistance and information as may be requested by the Owner;
- 13.6 receive updates from the County Council as to funds received across the Wider Site by way of transport contributions and to note likely future receipts based on expected delivery across the Wider Site to the extent understood via PDG;

In relation to progress on transport mitigations to:

- 13.7 note the progress of transport mitigations agreed to be delivered by any non-local authority member through any relevant s.106 agreement or planning permission;
- 13.8 consider the effectiveness of any transport mitigations delivered (by any party) and other relevant circumstances including the results of monitoring, such consideration to include, where agreed, a recommendation to the District Council and the County Council whether any agreed triggers may be flexed and extended to a level recommended by TSRG;
- 13.9 report to PDG, the County Council and the District Council on the progress and effectiveness of transport mitigations including delivery by the County Council where appropriate;

- 13.10 on consideration of reports from travel plan coordinators, offer advice and proposals on amendments to the travel plan as appear appropriate to the TSRG; and
- 13.11 where the County Council has reported concerns over its own delivery timescale TSRG will work to find a solution in order to minimise the risk of non-delivery. If no solution is forthcoming, TSRG may report to PDG with a recommendation as to how development should be constrained in order for mitigation measures to be delivered by the County Council to catch up.

Part 3 - Education Review Group (ERG)

- 1 The ERG is a consultative steering group which will facilitate joint working between partners involved in the delivery of education at the Wider Site.
- 2 The ERG shall not have any decision making powers and all decisions regarding the design, delivery and need for any School, Additional Primary FE, Additional Secondary School or Secondary School Expansion shall rest solely with the County Council (subject to Determination) taking into account representations from the ERG but always giving precedence to the County Council's statutory duty to secure sufficient education for children resident or expected to be resident on the Site.
- 3 The role to be performed by this group is to:
 - 3.1 monitor relevant information from the Wider Site so as to anticipate the need for school delivery;
 - 3.2 provide a forum for relevant stakeholders to discuss matters in relation to school design and delivery;
 - 3.3 collaborate and where relevant provide recommendations on whether either or both of the Post 16 Facility and the SEND Facility is/are required in order to meet the needs of the Wider Site
- 4 The ERG will work within and in conformity with these principles:
 - 4.1 Neither the Owner nor the Adjacent Landowner shall be required to make greater provision (whether by providing land and/or by way of financial contribution and/or in other ways) in relation to schools (including Post 16 and SEND provision) and early years provision than is necessary to meet:
 - 4.1.1 in the case of the Owner the needs of the Development; and
 - 4.1.2 In the case of the Adjacent Landowner the needs of the development of the Adjacent Land
 - the ("**Fair Cost Principle**");
 - 4.2 Both the Owner and the Adjacent Landowner (when a member) has the right to call for discussion within the ERG on the Fair Cost Principle and how it should be applied in any relevant circumstances and if this right is exercised, ERG will set aside time for consideration and allow all members to make representations on this issues raised;
 - 4.3 Whilst needing to adhere to the Fair Cost Principle over the life of the Development and of the development on the Adjacent Land, the County Council as the local education authority, when deciding which school site to next call for and develop in accordance with either this Deed or the Adjacent Land Agreement, may, call for the site it regards as the most appropriate having taken account of any representations made by ERG, the Owner or the Adjacent Landowner;
 - 4.4 The work of the ERG is separate from (although will take account of) any Site Specific EER

4.5 The County Council will follow the Guiding Principles in the above matters.

Membership

- 5 The membership of the group, in the first instance and until such time as the full proposal for development of the Adjacent Land has been approved in outline, are proposed to be the District Council and the County Council with the Owner (or its development manager). However, it is proposed that membership be extended to the Adjacent Landowner once that consent has been granted and that land owner may from time to time be invited to attend meetings of ERG even before the said owner becomes a member
- 6 Other stakeholders and interested parties may be invited to meetings depending on the agenda for example:
 - 6.1.1 the Adjacent Landowner (until a member);
 - 6.1.2 relevant school providers;
 - 6.1.3 Parish Councils.

Frequency of meetings, agendas and reporting

- 7 Meetings will take place quarterly beginning within 30 Working Days of the grant of the Planning Permission, but the members may from time to time agree a different frequency or ad hoc meetings.
- 8 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will alternate between the Owner (or its development manager) and the promoter of the Adjacent Land from the point when their membership begins.
- 9 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting subject to members first agreeing matters regarding the publicity of relevant minutes. Any specific actions required between meetings will be addressed via email.

Terms of reference

- 10 The terms of reference of ERG are:

Monitoring

- 10.1 To monitor the school age population of the Wider Site in order to anticipate need and discuss the timing and phased construction of schools across the Wider Site;
- 10.2 To keep up to date with the demographics and demographic trends of the Wider Site, and the development mix and trajectories within it and the impact of these on the delivery of relevant education facilities;
- 10.3 To receive information from the County Council on their reviews of Post 16 and SEND provision to inform consideration and discussion by ERG of the timing of delivery of those facilities on the Site (SEND Facility) and the Adjacent Land (Post 16 Facility) and of payment of the SEND Contribution and the Post 16 Contribution (and equivalents in relation to the Adjacent Land)

together (“**School Monitoring Information**”)

School delivery

- 10.4 To consider the implications of the School Monitoring Information in relation to and make recommendations to the County Council on all aspects of school delivery across the Wider Site (including design, procurement, seeking school promoters, calling for sites and legal aspects) including in relation to Post 16 and SEND provision;
- 10.5 In relation to the next school to be delivered, and the County Council’s rights in relation to the calling for of land reserved for schools or school expansions to consider the options for school delivery as between the Site and the Adjacent Land and to seek to agree this with County Council – and make recommendations for the same but subject always to the Fair Cost Principle and the Guiding Principles;

Secondary school provision

- 10.6 In relation to secondary school provision, the ERG will work to the assumption that 2 secondary schools of comparable size across the Wider Site (one on each ownership) is the optimal solution. In this regard, if Additional Secondary Condition A is satisfied (pursuant to the EER) ERG will consider and recommend whether this should lead to either:
 - 10.6.1 the Additional Secondary School Condition; or
 - 10.6.2 the Secondary School Expansion Conditionbeing satisfied
- 10.7 Further, following confirmation from the County Council of the approach to be adopted in accordance with paragraph 10.6 above if the Additional Secondary Condition A is satisfied:
 - 10.7.1 ERG will consider and make recommendations to the County Council on the extent of any additional FE payments which should be payable by the Owner taking account of all relevant matters including the Guiding Principles; and
 - 10.7.2 If the conclusion is that the Secondary School Expansion Condition is satisfied, and the evidence shows that although the said condition is met, fewer than three additional FE are justified, the ERG will consider and make recommendations to the County Council on the extent of any Secondary School Site Expansion Land required and any balance which can be released

Primary School provision

- 10.8 In relation to primary school provision, the ERG will in making representations seek to make the most efficient use across the Wider Site of land for primary schools and expansions taking account of the Fair Cost Principle and Guiding Principles but always to make adequate provision for primary school places.

- 10.9 In relation to the Site, where the evidence shows that, of the two Additional Primary FE potentially to be provided for by the Owner, only one or part of one (or more than one but less than two) is required to serve the Development then in seeking to achieve the aims of paragraph 10.8 above, ERG will discuss and make recommendations to the County Council on the extent of any of the additional FE payments which should be payable by the Owner and School Site Expansion Land required from the Owner and any balance which can be released, taking account of all relevant matters including the Guiding Principles:

General

- 10.10 As part of the exercise in paragraphs 10.8 and 10.9 above, ERG (but subject to the School delivery principles below) will discuss where any additional FE should be located within the Wider Site
- 10.11 ERG will record any representations made either by the Owner or the Adjacent Landowner in relation to any recognition which should be made in relation to the Fair Cost Principle; and
- 10.12 ERG will keep PDG informed as to actions being taken and in plan or progress for the delivery of schools

School delivery principles

- 10.13 Subject to the Guiding Principles the County Council as local education authority retains sole legal responsibility and liability in relation to the delivery of schools (and any school expansions subject to satisfaction of the relevant provisions in this Deed regarding the same)
- 10.14 Subject to the School Site Call Notice Programme and the Guiding Principles the timing of the opening of schools rests solely with the County Council taking account of representations of the ERG but depending on circumstances at the time ERG may recommend for the County Council to consider:
- 10.14.1 that the County Council should agree with either the Owner or the Adjacent Landowner (when a member of ERG) a departure from the School Site Call Notice Programme where the prevailing circumstances indicate such a departure may be justified;
 - 10.14.2 a different solution for the provision of education on the Wider Site which has advantage including in terms of planned development programmes on the Wider Site and is worthy of consideration; and
 - 10.14.3 the release of any School Site Expansion Land (or part thereof) where depending on the outcome of any EER or the information from School Monitoring Information it seems to ERG that the same could be released

Design, promotion and community use

- 10.15 To work together to achieve the effective design and delivery of schools on the Wider Site conforming to relevant Design Code requirements;

- 10.16 To support the County Council and relevant government stakeholders in the appointment of school providers so as to facilitate a “joined up” approach to the operational requirements of all schools across the Wider Site;
- 10.17 To maximise the educational and community use and opportunities of each school including to facilitate commercial robustness of schools and their contribution to the new community at the Wider Site;
- 10.18 To review governance and operational requirements from time to time to inform future decisions and to facilitate more effective working between schools

Post 16 and SEND

- 10.19 To discuss the School Monitoring Information and any other relevant information made available to ERG in order to discuss and where relevant recommend:
 - 10.19.1 when each of the Post 16 Facility and/or the SEND Facility is/are required in order to meet the needs of the Wider Site;
 - 10.19.2 when the SEND Site is required or as the case may be if it can be released and when the SEND Contribution is required in order that proper SEND provision can be made;
 - 10.19.3 when the Post 16 Site is required or as the case may be if it can be released and when the Post 16 Contribution is required in order that proper Post 16 provision can be made
- 10.20 In considering the matters in paragraph 10.19 ERG must take account of the development programmes of both the Owner and the Adjacent Landowner so as to work within those programmes in delivering these facilities;

Decisions under paragraph 10.19 above will not be made before the Occupation of 2,000 Dwellings or after the Occupation of 3,500 Dwellings so as to allow the Owner and the Adjacent Landowner to plan ahead.

Annex J

Financial Contribution / other sum	Index	Index Point A	Index Point B
Community Building Cost Cap (it being acknowledged that the Community Building Cost Cap shall be reduced by the cost of Provision of each Community Building as agreed with the District Council in accordance with the Community Building/Sports Pavilion Protocol with the remaining balance rolled forward for the purpose of further Indexation)	BCIS	13 May 2019 (subject to any reduction in the Community Building Cost Cap to reflect Provision of a Community Building or Sports Pavilion such that only the residual balance from time to time continues to be Indexed)	in relation to any remaining balance of the Community Building Cost Cap the earlier of: (a) the Community Building Contract Date; and (b) the Commencement of Construction of the relevant Community Building
Community Fund Balance	CPI	Q2 2018 (subject to any drawdown of the Community Fund Balance such that only the residual balance from time to time continues to be Indexed)	the earlier of: (a) the depletion by the County Council of the Community Fund Balance in accordance with the Community Fund Balance Protocol; or (b) Occupation of 4,100 Dwellings
Community Fund Guaranteed Contribution	CPI	Q2 2018	in relation separately to each of the Phase 1 Initial Sum and the Phase 1 Final Sum, the relevant Due Date
Early Transport Contributions (as may arise in accordance with Table A, save for in relation to Existing Bus Stop Improvements, A10 Signalisation Works A and A10 Signalisation B)	BCIS	13 May 2019	in relation to each Early Transport Contribution the relevant Due Date as set out in the third column of Table A
Early Transport Contributions (as may arise in accordance with Table A, but specifically in relation to Existing Bus Stop Improvements, A10 Signalisation Works A and A10 Signalisation B only)	CPI	13 May 2019	in relation to each Early Transport Contribution the relevant Due Date as set out in the third column of Table A
Early Transport Contributions	CPI	13 May 2019	in relation to each Early Transport Contribution the relevant Due Date as set out in the second column of Table B

(as set out in Table B, save for Waterbeach Station Contribution A)			(but subject to any relevant condition in the fourth column of that table)
Early Transport Contributions (Waterbeach Station Contribution A only)	BCIS	13 May 2019	the Due Date as set out in the second column of Table B (but subject to any the condition in the fourth column of that table)
Environmental Improvement Scheme Design Cap	CPI	13 May 2019	in each case the earlier of: (a) submission of the Environmental Improvement Scheme; or (b) occupation of 750 Dwellings
Environmental Improvement Scheme Works Cost Cap	BCIS	13 May 2019	
Framework Travel Plan Coordinator Contribution	CPI	13 May 2019	valid service by the County Council of any Framework Travel Plan Coordinator Contribution Demand
Health Facilities Contribution	BCIS	13 May 2019	the earlier of: (a) the Due Date for the Health Facilities Contribution; or (b) Occupation of 1,600 Dwellings
Interim Health Facility Cost Cap	BCIS	13 May 2019	the earlier of: (a) the Provision of the Interim Health Facility; or (b) Occupation of 250 Dwellings
Interim Library Contribution	CPI	13 May 2019	the Due Date
Monitoring Contribution	CPI	13 May 2019	in relation separately to each of the 20 instalments of £7,500 the date that instalment is paid to the District Council
Multiplier	BCIS	13 May 2019	in relation to each Residential Reserved Matters Area separately the date of submission of the relevant Reserved Matters Application to the District Council
School Payment A1 (First Primary School)	BCIS	Q32018	the Due Date
School Payment A2	BCIS	Q32018	in each case the earlier of:

School Payment A3	BCIS	Q32018	(a) the School Contract Date for the First Primary School; and (b) the School Transfer Date for the First Primary School
School Payment B1 (Second Primary School)	BCIS	Q32018	the Due Date
School Payment B2	BCIS	Q32018	in each case the earlier of: (a) the School Contract Date for the Second Primary School; and (b) the School Transfer Date for the Second Primary School
School Payment B3	BCIS	Q32018	
School Payment C1 (Third Primary School)	BCIS	Q32018	the Due Date
School Payment C2	BCIS	Q32018	in each case the earlier of: (a) the School Contract Date for the Third Primary School; and (b) the School Transfer Date for the Third Primary School
School Payment C3	BCIS	Q32018	
School Payment D1 (Secondary School – Phase 1)	BCIS	Q42017	the Due Date
School Payment D2	BCIS	Q42017	in each case the earlier of: (a) the School Contract Date for the Secondary School (Phase 1); or (b) the School Transfer Date for the Secondary School
School Payment D3	BCIS	Q42017	
School Payment E1 (Phase 2)	BCIS	Q42017	Due Date
School Payment E2	BCIS	Q42017	in each case the earlier of: (a) the School Contract Date for the Secondary School (Phase 2); and (b) the School Transfer Date for the Secondary School
School Payment E3	BCIS	Q42017	

School Payment F Cap (Expansion to Second Primary School)	BCIS	Q32018	<p>the earlier of:</p> <p>(c) the School Contract Date for the relevant Additional FE; and</p> <p>(d) the School Transfer Date for the relevant School Site Expansion Land</p> <p>UNLESS following the relevant EER the County Council decides to materially delay the service of the relevant School Site Call Notice in which case (it shall notify the Owner of the same and) Index Point B shall be the Occupation of 5,000 Dwellings</p>
School Payment G Cap (Expansion to Third Primary School)	BCIS	Q32018	<p>the earlier of:</p> <p>(a) the School Contract Date for the Additional relevant FE; and</p> <p>(b) the School Transfer Date for the relevant School Site Expansion Land</p> <p>UNLESS following the relevant EER the County Council decides to materially delay the service of the relevant School Site Call Notice in which case (it shall notify the Owner of the same and) Index Point B shall be the Occupation of 5,000 Dwellings</p>
School Payment H Cap (Expansion to Secondary School)	BCIS	Q42017	<p>the earlier of:</p> <p>(a) the School Contract Date for the relevant Additional FE(s); and</p> <p>(b) the School Transfer Date for the relevant School Site Expansion Land</p> <p>UNLESS following the relevant EER the County Council decides to materially delay the service of the relevant School Site Call Notice in which case (it shall notify the Owner of the same and) Index Point B shall be the Occupation of 4,000 Dwellings</p>
School Payment I1 (SEND Facility)	BCIS	Q42017	in each case the earlier of:

School Payment I2	BCIS	Q42017	(a) the School Contract Date for the SEND Facility; and (b) conclusion of the SEND Review
School Payment J1 (Post 16 Facility)	BCIS	Q42017	in each case the earlier of: (a) the School Contract Date for the Post 16 Facility; and (b) conclusion of the Post 16 Review
School Payment J2	BCIS	Q42017	
Sports and Leisure Centre Contribution	BCIS	13 May 2019	in each case the earlier of: (a) the Due Date agreed in accordance with the Approved Sports and Leisure Centre Strategy; and (b) Occupation of 5,000 Dwellings
Sports Hall Improvement Works Cost Cap	BCIS	13 May 2019	the earlier of: (a) date of approval of the Sports Hall Improvement Works; and (b) first Occupation
Transport Enhancement Fund (relating to Key Phase 1)	BCIS	the date of this Deed (subject to any drawdown of the Transport Enhancement Fund such that only the residual balance from time to time continues to be Indexed and subject further to future agreement with the District Council and the County Council relating to any additions to the Transport Enhancement Fund by virtue of the operation of paragraph 4 Part 4 Annex E to this Deed so as to avoid any duplication of Indexation)	Occupation of 1,600 Dwellings

<p>Transport Enhancement Fund (beyond Key Phase 1)</p>	<p>CPI</p>	<p>Occupation of 1,600 Dwellings (subject to any drawdown of the Transport Enhancement Fund such that only the residual balance from time to time continues to be Indexed and subject further to future agreement with the District Council and the County Council relating to any additions to the Transport Enhancement Fund by virtue of the operation of paragraph 4 of Part 4 of Annex E to this Deed so as to avoid any duplication of Indexation)</p>	<p>the earlier of:</p> <ul style="list-style-type: none"> (a) the depletion of the Transport Enhancement Fund in accordance with the Transport Enhancement Protocol; and (b) the conclusion of the Review for the final Key Phase or (if required) any Reconciliation Review
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Annex K

Notice of Release

Form of Notice of Release relating to land at Waterbeach (“Notice”) dated []

- 1 This Notice relates to a Deed of Agreement under section 106 of the Town and Country
Planning Act 1990 dated [] 2019 and made between Secretary of State for
Defence ("Primary Owner") (1), South Cambridgeshire District Council ("District
Council") (2), and Cambridgeshire County Council ("County Council") (3), ("2019
Agreement")
- 2 The 2019 Agreement imposes certain obligations ("Obligations") on and between the
parties in relation to land at Waterbeach ("Site").
- 3 *[make reference to any relevant matters]*
- 4 The Primary Owner has made an application to the District Council and the County
Council for land forming part of the Site more particularly described in Schedule 1 of
the 2019 Agreement ("**Released Land**") to be released from the Obligations of the
2019 Agreement save that *[these matters to be agreed between the parties at the time according
to circumstances including by the insertion of detail on any relevant planning permission]*
- 4.1 *[identify any Obligations agreed as continuing to bind the Released Land]*
- 5 The District Council and the County Council hereby certify that as of the date of this
Notice the Released Land shall no longer be land to which the 2019 Agreement relates
and in relation to which the Obligations are enforceable [save for those Obligations set
out in [] above which shall continue to be Obligations enforceable by the District
Council and County Council pursuant to Section 106 of the Act.

Signed on behalf of

[]

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Annex L – The 2017 Agreement

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Annex M – Purposes for Contributions

This table is included as a reference aid only and is not intended to assist with the interpretation of the terms of this Deed and further forms no part of any of the operative parts of this Deed.

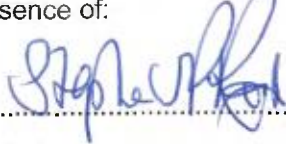
Contribution/description	Amount	Repayment date (from date of final payment of the relevant contribution)
Education		
School Payment A1 (First Primary School)	£1,350,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment A2	£8,775,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment A3	£3,375,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment B1 (Second Primary School)	£1,413,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment B2	£9,184,500	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment B3	£3,532,500	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment C1 (Third Primary School)	£1,413,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment C2	£9,184,500	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment C3	£3,532,500	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility

Contribution/description	Amount	Repayment date (from date of final payment of the relevant contribution)
School Payment D1 (Secondary School – Phase 1)	£2,250,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment D2	£14,625,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment D3	£5,625,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment E1 (Secondary School – Phase 2)	£750,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment E2	£4,875,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment E3	£1,875,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment F1 (Second Primary School Expansion)	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment F2	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment G1 (Third Primary School Expansion)	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment G2	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment H1 (Additional Secondary School provision (where either the Secondary School Expansion Condition or the Additional Secondary School Condition is satisfied)	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility

Contribution/description	Amount	Repayment date (from date of final payment of the relevant contribution)
School Payment H2	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment H3	TBC through EER	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment I1 (SEND Facility)	£3,485,682	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment I2	£3,485,681	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment J1 (Post 16 Facility)	£3,990,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
School Payment J2	£3,990,000	24 months from the expiry of the defects liability period in the construction contract for the relevant school/facility
Community Facilities		
Interim Library Contribution	£28,920	10 years from the date of receipt of the contribution
Health Facilities Contribution	up to £2,055,152	10 years from the date of receipt of the contribution
Sports and Leisure Centre Contribution	£2,586,000	10 years from the date of receipt of the contribution
Transport		
ATC Equipment Contribution	£42,000	10 years from the date of receipt of the contribution
ATC Maintenance Contribution	£175,000 (in 5 equal instalments)	10 years from the date of receipt of the contribution
Bus Priority Contribution	£10,000	10 years from the date of receipt of the contribution
Bus Service A Contribution	£1,595,717	10 years from the date of receipt of the contribution

Contribution/description	Amount	Repayment date (from date of final payment of the relevant contribution)
Existing Bus Services Contribution	£275,000	10 years from the date of receipt of the contribution
Existing Bus Stops Contribution	£26,500	10 years from the date of receipt of the contribution
On – Site Bus Shelter Contribution	Up to £84,000 (£7,000 per On-Site Bus Shelter)	10 years from the date of receipt of the contribution
Parking Consultation Contribution	£50,000	10 years from the date of receipt of the contribution
Waterbeach Station Contribution A	£1,000,000	10 years from the date of receipt of the contribution
Waterbeach Station Contribution B	£500,000	10 years from the date of receipt of the contribution
Strategic Transport Contribution	£7,750,000 (to be paid in Instalments per Residential Reserved Matters Areas)	10 years from the date of receipt of the contribution
Local Enterprise and Community Development		
Community Fund Guaranteed Contribution	£355,882 (paid in phases)	10 years from the date of receipt of the contribution
Community Fund Balance	£1,514,875 (paid in instalments if needed)	10 years from the date of receipt of the contribution
Waste Management		
Waste Contribution	Calculated with reference to District Council's relevant policy for each Residential Reserved Matters Area	10 years from the date of receipt of the contribution
Monitoring		
Monitoring Contribution	£150,000 (payable in 20 instalments of £7,500 per annum)	10 years from the date of receipt of the contribution

Executed as a deed by **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** by the affixing of its common seal and delivered in the presence of:



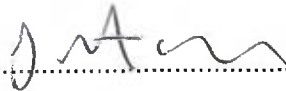
Authorised signatory



M00427

Authorised signatory

Executed as a deed by **CAMBRIDGESHIRE COUNTY COUNCIL** by the affixing of its common seal and delivered in the presence of:



Authorised signatory



1121/19

Authorised signatory

The corporate seal of **THE SECRETARY OF STATE FOR DEFENCE** hereunto affixed is authenticated by:



Authorised by the Secretary of State

DEFENCE INFRASTRUCTURE ORGANISATION
KINGSTON ROAD
SUTTON GOLDFIELD
WEST MIDLANDS
B757RL

