

DATED 20<sup>th</sup>. April 1994

WILLIAM GEORGE TOPHAM AND OTHERS

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

and

CAMBRIDGESHIRE COUNTY COUNCIL

and

ALFRED McALPINE PROJECTS LIMITED

and

STANHOPE CAMBRIDGE LIMITED

and

GOVERNING BODY OF  
COMBERTON VILLAGE COLLEGE

AGREEMENT

relating to land at Monk Field Farm, Great Common Farm  
and other land in the Parishes of Bourn and Caxton,  
Cambridgeshire  
[S.106 Town and Country Planning Act 1990]

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Decision Notice At Back of Document

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THIS DEED is made the 20th day of April One

thousand nine hundred and ninety four BETWEEN

- (1) The respective persons set out in Column 1 of the FIRST SCHEDULE hereto ("the Owners")
- (2) The respective persons set out in Column 3 of the said FIRST SCHEDULE ("the Mortgagees")
- (3) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL 9-11 Hills Road, Cambridge, CB2 1PB ("the Council")
- (4) CAMBRIDGESHIRE COUNTY COUNCIL, Shire Hall, Castle Hill, Cambridge ("the County Council")
- (5) ALFRED MCALPINE PROJECTS LIMITED whose Registered Office is at Arden House, Oakenshaw Road, Shirley, Solihull, West Midlands. B90 4QY ("MCALPINES")
- (6) STANHOPE CAMBRIDGE LIMITED whose Registered Office is at Lansdowne House Berkeley Square London W1X 6BP ("Stanhope")
- (7) THE GOVERNING BODY OF THE VILLAGE COLLEGE COMBERTON ("the College")

W H E R E A S:

- (1) For the purposes of Sections 106, 106A and 106B of the Town and Country Planning Act 1990 ("the 1990 Act")
  - (a) the obligations on the part of the Owners (as defined) contained in this Deed (so far as they relate to the regulation of the use or development of land) are planning obligations
  - (b) the Site the subject of the planning obligations is owned by the several persons set out in column 1 of the FIRST SCHEDULE hereto and is subject to the several financial incumbrances therein set out respectively

- (c) the Owners are the persons entering into the obligations and the Mortgagees have agreed to join herein to consent to the terms hereof so far as they may or might affect their interests
- (d) the Council is the Local Planning Authority by whom the obligations relating to Council matters are enforceable; the County Council is the County Planning Authority by whom the obligations relating to County Council matters are enforceable
- (2) McAlpines have made application under Part III of the 1990 Act for permission to develop the Site and other land by the construction of a new settlement in the manner described in an application which is referred to herein as "the Application" details of which are contained in the Second Schedule.
- 3) The Relevant Councils have considered the Application and enter into this Deed to secure the provision of certain matters related to the Application

NOW THIS DEED WITNESSETH as follows:

1. Statutory Authority:

This Deed is made in pursuance of Section 106 of the 1990 Act, and for any matters which are not planning obligations, Section 111 of the Local Government Act 1972 and all other enabling powers

2. Definitions

2.1 In this Deed the following expressions shall have the following meanings where the context admits:

"Affordable Housing" any housing (which can include Social Housing) provided through an Approved Organisation for the benefit of an owner and/or an occupier, if for sale, at a price which if funded by a mortgage would be significantly lower (the meaning of which, if not agreed, shall be determined in accordance with the provision of Clause 14 hereof) than the aggregate payments required for a 100% mortgage on normally offered terms which benefit shall be continuing and secured by the Approved Organisation for all future owners and/or occupiers; and if for rent then at Affordable Rents also continuing

"Affordable Rents" rents (not exceeding in any event Housing Benefit levels as set out in Circular HB/CTB from time to time) set in accordance with the National Federation of Housing Associations' Indicator Rent levels for the Cambridge area or such other guidelines as the Council may approve from time to time

"Amenity Land" land within the Site which shall be identified in the Master Plan or in the details of approved reserved matters to be used for any of the following purposes: -  
woodland planting  
informal landscaped areas  
country park  
golf course  
any public amenity or recreational use

"Application" the application referred to in Recital (2) hereof as may be amended prior to determination by the Council brief details of which are set out in the

Second Schedule

"Approved Organisation" any housing association registered with the Housing Corporation and such housing trusts or other bodies, having similar objects, as the Council shall approve in writing such approval not to be unreasonably withheld in respect of any development of Social Housing or Affordable Housing

"Base Date" the date hereof from which the period of indexation shall begin;

"Cambridge Green Belt" the area designated as Green Belt shown in the Cambridge Green Belt Local Plan adopted on the 28th August 1992

"Cambridge Sub-Area" the Cambridge Sub-Area defined by the 1989 Cambridgeshire Structure Plan

"Commencement of the Development" the carrying out of a Material Operation upon Site exclusively referable to the Development

"Community Recreational Facility" any recreational facility provided on the Site which the public or any section of the public are intended or invited to use whether as part of a club or organisation or in an individual capacity, in particular in relation to the  
Third Schedule:

the sports pitches and bowling green referred to in PART 1, 1.1

the tennis courts and other sports facilities referred to in PART 1, 1.2

the whole of the sports centre referred to in PART 2

any facilities made available for public use by the primary schools in accordance with any dual use arrangements agreed by the local education authority and the governors of those schools

the country park and woodland areas of the Amenity Land (subject to conservation management)

any golf course

any other public amenity or recreational use on the Site as part of the Development

The expression does NOT include the use of the Community Centre or other parish provision referred to in PARTS 4 and 5 nor to any County provision, nor does the expression include informal landscaped amenity areas within PART 15 or public open space within PART 1 (including children's play areas) other than the facilities described above

"Completion" in relation to a Dwelling means occupation of a completed Dwelling

"Council matters" in relation to matters contained in the Third Schedule hereto Social Housing, public open space, community centre, Amenity Land, sports facilities (other than education), car parks, burial ground,

allotments, recycling transfer facility and (with the County Council) secondary education

"County Council matters" in relation to the matters contained in the Third Schedule hereto primary education, transportation and highways, police and fire matters, access to the countryside, social services, library and archaeology: in relation to Clause 21 and PART 10 of the Third Schedule, secondary education is both a County Council matter and a Council matter

"County Council standard" or "Council standard" to a reasonable specification, to be agreed with the Relevant Council or as may be determined pursuant to Clause 14 hereof and complying with all statutory provisions and subordinate legislation in force immediately prior to the commencement of construction of any building referred to in the Third Schedule and conforming to the Relevant Council's usual practice current at that time

"Design Guide" the Design Guide referred to in Clause 17

"Developers" McAlpines and Stanhope and (subject to Clause 4.1) their assigns

"Development" the operational development and all works in connection therewith comprised in the Application together with concomitant changes of use

"Dwelling" on the Site, a house, bungalow, maisonette or flat (whether or not in conjunction with business premises) and any garden, garage and outbuildings with it

"Excluded Operation"

(a) any operation defined in Sections 56(2) and 56 (4) of the 1990 Act effected without the consent in writing of the Developers, and

(b) any operation which is not consistent with the provisions of this Deed or with the Planning Permission or any conditions attached thereto or any Master Plan provision

"Free, Serviced"

in relation to land described in the Third Schedule, free of consideration and serviced by the Owners with roads to the boundary thereof which shall be adopted, completed or to be completed to an adoptable standard and reasonably anticipated to be likely to be adopted by the local highway authority or be the subject of adoption agreements with the highway authority and (in all cases) which shall afford proper access to the main highway network, together with all mains services of electricity, potable water, foul and surface water drainage, to a convenient point or points abutting the boundary of the relevant site; and where services of gas or cable TV or other telecommunications (including optical fibre) shall be supplied to other Dwellings adjacent to the relevant area of land and serviced by the same route of services, they shall be brought to the boundary also and be capable of interconnection to service the Dwellings thereon

"Immediately Operable in

Planning Permission (as defined) which may be implemented only

Planning Permission"

accordance with approved details of all relevant reserved matters and all

relevant matters otherwise reserved (all necessary adjunctive schemes and agreements having been concluded)

"Interest"

except where otherwise stated, 1<sup>1</sup>/<sub>2</sub>% p.a above LIBOR

"LGV"

large goods vehicles as defined in section 121 of the Road Traffic Act 1988

"Management Liaison

the informal committee to be established Committee" pursuant to Clause 19

"Market Housing"

housing which is not Social Housing or Affordable Housing

"Master Plan"

the Master Plan as approved from time to time referred to in the Planning Permission and Clause 6

"Material Operation"

any operation as defined in Sections 56(2) and 56(4) of the 1990 Act other than an Excluded Operation PROVIDED THAT

(a)

where a provision in this Deed refers specifically or in context to development upon any Phase as defined herein then development or Commencement of Development shall mean the carrying out of a Material Operation upon that Phase respectively

(b)

marking out (on its own), surveying, ground investigation work, borehole investigation, archaeological excavation, development permitted under the General Development Order, earthmoving pursuant to any condition of the Planning

Permission not including substantial removal of topsoil from the Site, landscaping, drainage works, construction of temporary access and all operations enabling the foregoing to occur shall not amount to Material Operations for the purpose of this Deed

(c) any restrictions upon Commencement of Development (until specified works are carried out) whether contained in this Deed or referred to in any condition of any planning consent granted upon the Application shall not operate to prevent those specified works being carried out even though they may in themselves amount to Material Operation(s)

"Mortgagees" the persons set out in Column 3 of the First Schedule hereto

"New Parish" a new parish area formed under Part II, Sections 12 to 21 of the Local Government Act 1992, in which the Site shall be situated

"New Parish Council" the council of the New Parish, and if no council is constituted then the parish meeting of the New Parish

"Owners" the present owners of the Site as Bet out in Column 1 of the First Schedule hereto, their respective successors in title and the Developers PROVIDED ALWAYS that the expression shall not include the following:

(a) The Council, the County Council, or any other person or body to whom land part of the Development shall be transferred

pursuant to this Deed

(b) Any Unit End-user (as hereinafter defined)

(c) Any statutory or other service undertaker by virtue of the functions of such undertaking

"Parish Councils" Bourn Parish Council and Caxton Parish Council

"Phase" the part of the Development described as such in the Master Plan as approved by the Council from time to time

"Planning Permission" Outline planning permission granted pursuant to the Application which shall not have been revoked by any competent authority pursuant to proceedings commenced within four months from the date hereof

"Qualifying Elderly" an individual over the age of 55 years, the spouse or partner of an individual of or over the age of 55 years who is living in a Dwelling whether or not that spouse or partner is over the age of 55 years, a widow or widower or surviving partner whose deceased spouse or partner was 55 years of age or over at the time of his or her death and with whom the survivor had been living as man and wife in a Dwelling at the date of death whether or not that widow or widower or surviving partner is over the age of 55 years; any visitor (to any of the above) residing in a Dwelling for not more than 28 days in each calendar year, or such longer period as the Council shall permit

"Relevant Authority" the County Council, the Council, the Department of

Transport or the College, as the case may be

"Relevant Council" the County Council or the Council, as the case may be

"Relevant Development the construction cost of the buildings to Shell

Cost" arid Core Standard and services thereto (but to include gas only if reasonably available on relevant adjoining land) and/or works to be provided, excluding the value of the land but including all necessary and reasonable professional fees and irrecoverable Value Added Tax

"Relevant Limited either a limited company or two limited companies,

Company" registered in England and Wales, having alone or together a net asset value of at least £40 million

"Security Trigger Point" by reference to the Third Schedule the event by which the provision of security or evidence of exemption therefrom to be provided by the owners in accordance with Clause 7 shall have had to be made

"Shell and Core proper foundations designed by a qualified Standard" structural engineer, floor slabs and screeding ready for finishes together with any frame, upper floors and appropriate coverings ready for finishes, external walls, internal walls (plastered and/or painted where appropriate), internal and external doors together with appropriate ironmongery, windows, stairs, ceilings, roof and covering, all woodwork stained or painted, service connections, central heating, gas supplies to internal positions as appropriate, electrical wiring and gear up to and including

switches and socket outlets, hot and cold water supplies to location of sanitary fittings, ventilation duct work, internal and external drainage, external paving, lighting, fencing and gates

"Site" all that land more particularly described in the First Schedule and edged with a thick black line on the Plan annexed hereto (excluding the land hatched black)

"Small Units" industrial units within *Class 32* of the Town and Country Planning (Use Classes) Order 1987 not

exceeding 5000 square feet floor space

"Social Housing" Dwellings of any of the following types or for any of the following purposes: sheltered schemes for Qualifying Elderly persons and such other qualifying persons as the Council shall determine after consultation with the Owners

assured tenancies (at Affordable Rents and precluding, upon occupation, the tenants' right to buy all or any part of the freehold)

low cost homes for local people as described in the Council's adopted policies or (as the case may be) in the equivalent policies of the Cambridge City Council

shared ownership leases (as defined in the Housing Act 1985) with a starting equity of not greater than 50% and not exceeding an

ultimate maximum equity of 80%

equity share ownership where the equity share equals the development cost without land, the benefit of free land being retained in perpetuity through a trust mechanism

accommodation designed to meet the housing; needs of the frail, disabled and other disadvantaged groups

such other types of housing appropriate to the Development in planning terms as the Council shall reasonably determine, upon such terms and conditions as may be appropriate after consulting with the Owners and having regard to the nature of that part of the Development where such housing is to be allocated and the Development as a whole and the possible effects of such types upon the existing or proposed neighbouring Dwellings

"Trigger Point"

by reference to the Third Schedule the date on which the event by which the provision of any infrastructure, land, buildings or sums of money (as the case may be) shall have had to be made

"Unit End-user"

any person occupying any Dwelling or commercial unit (including shops) as an individual or corporate occupier of any part of the Development as end-user and its owner

"Village College"

Comberton Village College

2.2 words importing the masculine gender shall include the feminine and the neuter; words importing the singular shall include the plural and vice versa

2.3 covenants by the Owners shall be joint and several, covenants by two or more Owners of the same land in respect of the same obligation shall be deemed to be joint and several, and covenants by the Developers except where otherwise stated herein shall be joint and several; covenants by the Owners shall include joint and several liability with the Developers whether or not the Developers shall be land owners;

2.4 references to any statutory provision shall include reference to any statutory modification or re-enactment thereof for the time being in force;

2.5 the Owners, Mortgagees, Council, County Council, McAlpines, Stanhope and the College shall save where the context indicates to the contrary and subject to Clauses 4.1 and 4.2 include their successors in title and those deriving title under them

2.6 where in this Deed any consent or approval is to be given by any party that consent or approval shall not be unreasonably withheld or delayed save in the case of the consent of either of the Developers referred to in the definition of an Excluded Operation or Clause 7.1.4 or where the context otherwise admits

2.7 where in this Deed reference is made to a certificate of completion that shall be a reference to a certificate given by an appropriate professional adviser with the responsibility for the supervision of the relevant works

3. Deed effective date

3.1 Any residual or enduring restriction or obligation under this Deed after the Development shall have been substantially completed, shall unless otherwise agreed, be reduced to a separate agreement to the intent that this Deed and the registration thereof may be cancelled

3.2 Except for Clauses 1,2,3,4.1 to 4.4, 5,6.1,8.2 (in relation only to the Owners' covenants set out in PARTS 7.9, 12.1 and 12.2. of the Third Schedule) 10,12,13,14,16.7,17, 18 and 22, which shall take effect now, this Deed shall take effect only upon the Commencement of Development in accordance with an Immediately Operable Planning Permission granted upon the Application

4. Extent of liability

4.1 It is hereby expressly agreed and determined between the Council and the County Council and the Developers that the Developers shall remain liable in respect of all covenants contained herein whether planning obligations or not which are to be performed or observed by the Owners notwithstanding the nature or extent of any interest held by them in the Site or any part thereof so far as such covenants remain unperformed or unobserved as the case may be PROVIDED ALWAYS that if McAlpines or Stanhope (as appropriate) shall cease to have any legal interest in the Site and shall procure that a third party shall enter into a direct covenant with the Relevant Authorities to observe and perform all covenants and obligations on the part of McAlpines or Stanhope as appropriate remaining to be observed and performed (including those as to the provision of security in

accordance with Clause 7) then McAlpines or Stanhope as the case may be shall no longer be bound by the covenants contained herein but without prejudice to any claim by the Relevant Authorities for prior breaches thereof

4.2 Subject to Clause 4.1 above a person shall not be bound by any planning or other obligation contained herein in respect of any period during which he no longer has a legal interest in the Site but without prejudice to any liability in respect of breaches during any period in which he shall have had a legal interest therein

4.3 The Owners shall not carry out or permit or cause to be carried out on the Site any Excluded Operations and shall take such steps as shall be reasonably necessary to prevent such operations taking place or being continued whether the Planning Permission shall already have been implemented or not, and without prejudice to the exercise of any powers of the Relevant Council in that behalf

4.4 Where any condition attaching to the Planning Permission the substance of which is duplicated in this Deed by way of an obligation binding on the Owners ("the duplicated obligation") is amended or deleted by way of consent by the Council acting as local planning authority then the duplicated obligation in this Deed shall likewise be amended or deleted and if any of the Owners or Relevant Authorities shall so require a Supplementary Deed shall be prepared by the Council to evidence such effect which shall be executed by all relevant parties

4.5 Notwithstanding anything to the contrary herein the provisions of the Third Schedule, PART 14.4, relating to the non-amalgamation of Small Units shall apply to the Unit End-users thereof

4.6 Notwithstanding anything to the contrary herein the Unit End-users of all Social Housing and Affordable Housing shall be and remain subject to the provisions and restrictions relevant to the

occupation and transfer thereof which may be secured by the Council or Approved Organisation in each case

5. Costs and expenses:

The Developers shall pay on the execution hereof the proper and reasonable legal costs of the Council and the County Council and the College in connection with the preparation of this Deed and when incurred all necessary and reasonable costs incurred in connection with the preparation of any subsidiary Deed requisite hereto under or by virtue of any other enactment and also all the reasonable legal costs in connection with the transfer of any land to the Relevant Council, or the New Parish Council

6. Implementation

6.1 The Owners hereby undertake to prepare and submit to the Council for its approval a Master Plan in conformity with the conditions attached to the Planning Permission. If the Master Plan shall be inconsistent with the provisions of this Deed then the Master Plan shall prevail over this Deed

6.2 Subject to the principal covenants on the part of the Owners contained in Clause 8 the Owners shall not carry out the Development otherwise than generally in accordance with the Master Plan and any current revision(s) thereof

6.3 The Owners shall not be obliged under this Deed to construct any building or carry out any works unless all necessary consents and approvals have been obtained failing which the time for provision of that building and any facilities or works for which it is a pre-requisite shall be postponed until such consents and approvals have been obtained PROVIDED THAT the Owners shall use all reasonable endeavours to procure such consents and approvals as expeditiously as reasonably practicable•

6.4 The Owners shall permit the Relevant Council its employees agents and independent contractors with or without machinery plant and equipment access to the Site as shall be reasonably required by the Relevant Council first in connection with the identification of land proposed to be used for the provision of Council or County Council matters set out in the Third Schedule and secondly after such land has been identified to undertake any surveys or other site investigation work required prior to the transfer of such land to the Relevant Council in accordance with the provisions of this Deed

6.5 The Owners shall certify in writing to the Relevant Authorities quarterly the number of Dwellings completed and amount of business/industrial floorspace occupied giving brief details thereof in each case so far as shall not already have been given, commencing on the first day of the month following the completion of the first Dwelling or the occupation of the first business/industrial unit

6.6 The Owners hereby covenant with the County Council and the Council that if they or any of them prior to the Development being completed acquire control of any part of the land the subject of the Application but not included in the Site they or the relevant Owner or Owners shall within 28 days thereof execute a deed to make this Deed apply thereto therefrom

7. Security:

7.1 Where any planning obligation or covenant under this Deed remains to be performed or observed by the Owners, the performance or observance thereof shall, unless the Owners are or shall include a Relevant Limited Company, be secured by the Owners by any of the following means, (the choice being at the Owners' option) but subject to the requirements of any provision contained in the Third Schedule hereto: Either

- 7.1.1 A guarantee by a bank or other institution to be approved in writing by the Relevant Authority; or
- 7.1.2 A guarantee by a Relevant Limited Company; or
- 7.1.3 A bond for the level of relevant contribution set out in the Third Schedule or if not specified therein the Relevant Development Cost with a bank or other institution to be approved in writing by the Relevant Authority and for the avoidance of doubt but not further or otherwise the amount bonded shall be indexed in accordance with the provisions of this Deed; or
- 7.1.4 Any other form of security which may be approved in writing by the Relevant Authority in its absolute discretion
- 7.2 If security is given by means of a guarantee under Clause 7.1.1 (by a bank or other institution) then the provisions of Clause 7.3.3 shall apply mutatis mutandis
- 7.3 If security is given by means of a guarantee under Clause 7.1.2 (by a Relevant Limited Company) then the following provisions shall apply:-
- 7.3.1 The Owners shall produce to the Relevant Authority a copy of the last two years audited accounts (and each year the relevant audited accounts until the relevant obligation or covenant shall have been fully performed or observed)
- 7.3.2 If a Relevant Authority reasonably requests in writing to the Owners, the Owners shall within a reasonable time and in any event within 21 days cause the auditors of the Relevant Limited Company at the cost of the Owners

to supply to the Relevant Authority a certificate of the net asset value of the Relevant Limited Company as at the date of the certificate

7.3.3 The form of guarantee shall be that set out in the SIXTH SCHEDULE

7.3.4 If the Relevant Limited Company shall at any time cease to be a Relevant Limited Company (for any reason) then

(i) the Owners shall notify any Relevant Authority having the benefit of such security of that fact, and

(ii) the Owners shall forthwith secure the performance or observance of the relevant planning obligation(s) or covenant(s) by any of the means set out. in Clause 7.1

7.4 If security is given by means of a bond under Clause 7.1.3 then the bond amounts shall be subject to reduction upon certificate of the gross value of works outstanding below the initial bond amounts respectively subject to a sufficient reasonable margin

7.5 The Owners hereby covenant with the Relevant Authority that security, in whatever form to be provided by the Owners in accordance with the above provisions,

(a) shall be provided to the Relevant Authority at the relevant Security Trigger Point, and

(b) shall continue in effect until the obligations and covenants for which that security shall have been

provided shall have been fully performed and observed

7.6 Where security shall not be required to be provided by the

Owners because they are or include a Relevant Limited Company the following provisions shall apply:

7.6.1 The Owners shall give details to the Relevant Authority of the Owner or Owners which is/are a Relevant Limited Company including the full name and registered office thereof and the current estimated net asset value of it or them (if more than one) or in the case of a Relevant Limited Company being two companies (within the definition thereof) the current estimated net asset value of both

7.6.2 The Owners shall provide to the Relevant Authority the accounts and certificates relating to the companies described in Clause 7.6.1 above in accordance with Clause 7.3.1 and 7.3.2 above as if the said companies were guarantors

8. Principal Covenants

8.1 The Owners hereby covenant with the Council and County Council not to occupy or permit to be occupied any Dwelling or commercial unit in excess of the numbers thereof determined in accordance with the terms of the Third Schedule prior to the appropriate matters referred to in Clause 8.1.3 below PROVIDED ALWAYS that Clauses 8.1.1 and 8.1.2 shall apply except in relation to any payments on certificate referred to in PART 10 of the Third Schedule

8.1.1 The effect of the covenant in Clause 8.1 shall be suspended for a period of three months from the relevant Trigger Point or (in the case of Clause 8.1.3(u)) the relevant Security Trigger Point upon written notice specifically referable thereto first having been given during this period or before the beginning thereof by the Owners to the Relevant Council. The notice shall state the reasons for the requirement for

suspension of three months aforesaid

8.1.2 The covenant for payment, provision or transfer (as the case may be) thereafter may be suspended and/or varied by agreement with the Relevant Council or failing agreement then as may be determined pursuant to Clause 14 upon such terms and conditions as the Arbitrator may decide, including the giving of an interim or preliminary decision (which shall be so stated) to avoid unnecessarily burdensome consequences of the effect of the sanction where the circumstances shall not warrant it and shall include such reasonable period (if appropriate) after such determination for compliance with any such award as the Arbitrator shall determine

8.1.3 The matters in relation to Clause 8.1 are:

- (i) the payment of all amounts to the College as set out in PART 10 of the Third Schedule
- (ii) the provision at the appropriate Security Trigger Points of security in accordance with Clause 7 (or evidence of exemption therefrom in accordance with Clause 7.6) and
- (iii) that the appropriate Owner is ready, willing and able to transfer relevant land at the appropriate Trigger Point or Points

8.2 By reference to the matters contained in the Third and Fourth Schedules hereof the Owners hereby covenant with the Council and separately with the County Council (for their respective matters) that .the Owners shall

8.2.1 provide or procure or do the respective things and pay all respective sums of money set out therein within such respective periods or by such respective dates referable

thereto and otherwise upon such *terms*, conditions and restrictions more particularly traversed, in the several PARTS therein, all to the reasonable satisfaction of the Relevant Council

8.2.2 provide such guarantees or such other form(s) of security in such amounts more particularly set out in the respective PARTS therein (if required)

8.2.3 be ready willing and able to transfer to the persons set out in the respective PARTS good and marketable title absolute in possession free from incumbrances representing any financial charge upon the respective properties without separate consideration the property and buildings at the times and upon such other terms and conditions as are more particularly therein set out

8.3 In respect of all built forms of infrastructure described in the Third Schedule to be provided for community uses, works of construction, layout, design and finish shall be completed by the Owners to the reasonable satisfaction of the Council or (in respect of County Council matters) the County Council. In the latter case the Owners shall comply with the specification requirement of the Standard Documentation for Professional Services current version and versions thereof from time to time and with any necessary requirements of the County Council's Structural Engineer

8.4 If the Developers approve a change of use pursuant to Clause

9.3.5(b) of a provision already made then as from the date of such approval there shall be no further obligation on the Owners to provide and the Relevant Council shall have no power to require the provision of the Original Purpose or (to the extent so approved) the Approved Purpose

9. Transfers

9.1 Where in accordance with the provisions of this Deed land and or land and buildings are to be transferred to the Council County Council New Parish Council or as they may direct the land identified in the then currently approved version of the Master Plan identifying the relevant part of the Site shall be the land to be transferred in each case and for the purpose of Standard Condition 4 of the Standard Conditions referred to in 9.2 below the Trigger Point is the date of the contract

9.2 Completion of such transfer ("Transfer") shall take place at the offices of the Relevant Council (or in the case of any other transferee at the offices of the transferors' solicitors) twenty eight days after the Trigger Point or (where land is to be transferred with any building to be erected on it by the Owners in accordance with any provision of the Third Schedule hereto) upon completion of the building whichever is the later subject to the conditions, and terms specified in this Deed shall be governed by the current edition of the Standard Conditions of Sale so far as not inconsistent herewith

9.3 Each Transfer shall:

9.3.1 contain a provision (if relevant) for the transferee to reimburse (on the completion of the Transfer) any sums paid by the Developers to any utility service or other service company or undertaking by way of pre-payments in respect of any buildings erected or to be erected on the land transferred

9.3.2 contain a grant in favour of the land transferred and exceptions and reservations for the remainder of the Site (or such appropriate parts thereof) as the case may be all such rights easements wayleaves rights of way and other matters as may be necessary for the land transferred and or as may be

necessary or expedient for the remainder of the Site including (where appropriate) rights and or reservations of rights of entry to inspect repair and renew subject to provisions requiring reasonable notice (except in the case of emergencies) and the making good damage caused in the exercise of such rights and further including (where appropriate) provision for contribution towards the costs of maintenance and repair

9.3.3 contain a declaration that no rights of light are to be acquired by the transferred land or retained by the Site

9.3.4 be subject to all matters contained or referred to in the title to that part of the Site and where appropriate subject to indemnity covenants

9.3.5 contain covenants (the effect of which shall not subsist in any event beyond the period of 80 years from the date of the said Transfer) by the Relevant Council or other transferee with the Developers

(a) prior to the construction of any building on the land transferred to obtain the Developers' approval to appearance layout and location of such buildings and access thereto and materials to be used

(b) not to use the land or the buildings situated or to be constructed thereon for any purpose other than that permitted in the Transfer which shall be that use defined or contemplated in the Third Schedule hereto ("the Original Purpose") or such other public or community uses described in PARTS 1 to 5,9,11 and 15 of the Third Schedule as either of the Relevant Councils may reasonably require and as may be approved by the Developers ("an Approved Purpose")

- (c) not to sell lease or dispose of any interest in the land save on the following conditions:
- (i) except upon the disposition of Social Housing, Affordable Housing or land transferred or held therefor, unless the prior approval in writing of the Developers at their absolute discretion has been obtained;
  - (ii) without obtaining direct covenants from any such purchaser lessee or disponee in favour of the Developers to observe and perform all the covenants contained in the Transfer (including this covenant) and
  - (iii) except upon the disposition of any Social Housing or Affordable Housing, any sale lease or disposal shall be at either nil consideration or at such consideration which shall properly reflect the financial contribution (if any) made by that transferor or his or its predecessors in title (other than the Owners) in respect of the construction, improvement or extension of any building on that land or such other greater consideration as shall be approved by the Developers
- (d) to maintain the land and buildings situated thereon in a fit proper and tenatable state and condition
- (e) to maintain all areas of landscaping thereon at its own cost in a fit and proper state
- (f) if in the event that the land contained in the Transfer is to be transferred back to the Developers pursuant to

the provisions of this Deed then such land shall be transferred to the Developers together with the benefit of all rights pertaining thereto and otherwise unencumbered and for the same consideration as the said land had first been transferred to the transferee to which shall be added an amount equal to the increase in value (if any) of the said land attributable to any building or other development thereon provided by any person other than the Owners or the Developers. Such amount, in default of agreement, shall be determined by arbitration in accordance with Clause 14

9.4 Each parcel of land to which Clauses 9.1 and 9.2 refer shall be transferred to the relevant recipient and held by it and its successors in title upon trust (the perpetuity period of which shall be 80 years from the date of transfer in each case) for the recipient absolutely for the Original Purpose or an Approved Purpose; if at any time during the perpetuity period applicable the said land ceases to be used for the Original Purpose or an Approved Purpose for a period of more than twelve calendar months after notice in writing of which shall have been given by the Owners to the recipient or its successors in title then the interest of the recipient or its successors as aforesaid shall be held upon trust for sale for the Developers and the recipient or its successors as aforesaid in such respective beneficial shares as shall fairly represent the value of the land (together with such buildings thereon as may have been provided by or financed by the Owners) for the Developers and the value of all buildings and improvements to the land and buildings constructed or carried out or financed by the recipient and its successors as aforesaid for it or them

10. Waiver of compensation

The Owners agree that any rights to claim compensation arising from any limitation or restriction on the planning use of the Site under the terms

of this Deed are hereby waived

11. Indexation:

It is hereby agreed that unless any other index is specified in the Third Schedule hereto all amounts specified in or ascertainable by reference to Clauses 2 (Relevant Development Cost), 7, 8 and 17.5 and the Third Schedule are subject to indexation as follows, that is to say, shall be subject to increase or decrease by the percentage increment or decrement in the Royal Institution of Chartered Surveyors Building Cost Information Service All-in Tender Price Index, and in respect of Clause 2 (Relevant Limited Company) the All-Items Retail Prices Index from the Base Date until the date of each payment an allowance being made for any stage payment but for indexation of Relevant Development Cost indexation shall begin on the date when the particular Relevant Development Cost is ascertained.

12. Notice of dispositions:

For so long as this Deed shall remain in effect the relevant respective Owners shall within 21 days of the date of any disposition of any legal interest in the Site give written notice thereof to the Council and the County Council. This shall not apply to interests by way of mortgage or legal charge, any tenancies or leases for any term of less than 5 years certain or any part of the Site released from the provisions hereof or transfers to Unit End-users

13. Consent of Mortgagees:

The Mortgagees to whom several respective parts of the property are charged to secure the repayment of all monies and other liabilities hereby consent to the provisions hereof testified by their execution of this Deed

14. Arbitration:

14.1 In the event that dispute or difference shall arise between the

parties hereto, as to any matter or thing of whatsoever nature arising hereunder or in connection herewith, including sums of money and the construction of this Deed then such dispute or difference shall be and is hereby referred to the arbitration and final decision of a person to be agreed between the parties to act as arbitrator, or, failing agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of either party by the President for the time being of The Law Society

14.2 The arbitrator shall, without prejudice to the generality of his powers, have power to direct such measurement and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and open up, review and revise any certificate, opinion, decision, requirement, or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given and to make provision for the payment of the costs of the reference as necessary

14.3 Any award of the arbitrator shall be generally in accordance with, and shall have due regard to, the relevant Master Plan and any planning conditions set out in the Planning Permission or any amendments thereto, any Design Guide, any parameters set out herein and any drawings referred to or incorporated herein, and any other agreement between the parties relating to the matter

14.4 The provisions of the Arbitration Acts 1950 and 1979 shall apply to any arbitration pursuant to the provisions of this Deed. The award of such arbitrator including any award as to costs shall be final and binding on the parties

15. Value Added Tax:

Where the Owners make a supply of goods or services or any other taxable supply to the Relevant Council, such Relevant Council will pay on demand any Value Added Tax properly chargeable on the supply

16. Covenants by County Council and the Council:

16.1 In consideration of the payments to be made to the County Council pursuant to Clause 8 and the obligations herein contained and on the part of the Owners to be performed the County Council hereby agree and undertake that they will make any appropriate provision in their relevant budgets and/or programmes for the works and associated facilities to be provided by them and having made such provision will use their reasonable endeavours to provide the relevant facility as soon as reasonably practicable following the relevant Trigger Point. In the event that the Owners shall pay or be liable to pay any specified contribution to the County Council in pursuance of PART 11.1.1 (ii) of the Third Schedule hereto the County Council shall within a period of 5 years from the Trigger Point provide the relevant facility PROVIDED ALWAYS that if the County Council shall not have complied with or entered into contractual arrangements (which shall be completed within a reasonable time) to secure compliance with this obligation within 5 years of the Trigger Point then the specified sums (if paid) shall be refunded with Interest to the Owners, the Owners shall have no further obligation in respect thereof and the County Council shall have no further claim upon, or liability to, the Owners in relation thereto and the County Council shall retransfer the land to the Developers within a reasonable time in accordance with Clause 9

16.2 If the County Council shall have entered into any contract relating to the provision of any relevant facility and if the actual cost of providing such facility shall not exceed the contribution made by the Owners then the excess shall be repaid to the Owners following

payment of the final account in respect of any and all such contracts and the sum repaid shall be less all costs incurred by the County Council in providing the said facilities including those paid pursuant to such contracts. Money provided by the Owners to fund fully or partially works set out in the Third Schedule shall be used solely for such designated purposes unless otherwise agreed

16.3 The Council and the County Council hereby covenant with the Owners that they shall use their reasonable endeavours to bring into use any land or land and buildings transferred to them under the provisions of this Deed for the purposes contemplated by this Deed as soon as reasonably practicable after the completion of any such transfer of land

16.4 The Council and the County Council hereby covenant with the Owners that they shall use their reasonable endeavours to procure within a period of twenty eight days from the relevant Trigger Point in each case the completion of a transfer of all or any part or parts of the land to be acquired by them respectively under the terms of this Deed for community use and described (inter alia) in PARTS 1, 4 to 7, 9 and 11 of the Third Schedule hereto together with all buildings, car parks and other development associated therewith and shall assume responsibility for the maintenance and upkeep of the same to a good and tenable standard for community use consistent with the respective provisions contained in this Deed if separately fully funded therefor, either by the Owners or by the Management Liaison Committee or by any New Parish Council

16.5 The Council hereby acknowledges that if a New Parish is created then the Council shall convey or transfer to the New Parish Council all or any part or parts of the Site conveyed or transferred to it (the Council) under or by virtue of the provisions hereof together with any appropriate commuted lump sums for maintenance concomitant therewith and subject otherwise to the same terms and conditions

16.6 The Council and the **County** Council shall take such action at the Owners' or Developers' reasonable request and cost that they or either of them may be empowered to take for the purpose of facilitating the aims of this Deed and enabling the Owners and Developers to comply with their respective obligations herein set out including the service of any notice PROVIDED THAT this provision shall not .

16.6.1           fetter the discretion of the Council or the County Council or

16.6.2           require the making of any compulsory purchase order

16.7 The County Council shall consult with the Developers before determining to locate the Park-and-Ride site specified in PART 7.2.1 of the Third Schedule outside the Cambridge Green Belt

17. Design Guide

17.1 The Owners shall not submit any application for approval of reserved matters pursuant to the Planning Permission and in any event shall not commence development until there shall have been agreed with the Council a set of design principles which shall guide the forms of development on the Site. The agreed scheme shall be the Design Guide and may include any matter affecting the setting and external appearance of all built forms of development. The Design Guide may be reviewed at any time at the instigation of either the Council or the Developers. Agreement and review of the Design Guide shall take into account the Master Plan the conditions and all aspects of the environment of the Site

17.2 The Design Guide shall relate principally to

the landscape Betting of buildings including the advance planting and seeding and structural landscaping where appropriate

the appearance of dwellings and their curtilages

the appearance of commercial properties

the management of traffic, especially cars

the appearance, accessibility and function of all public buildings

the avoidance of potential conflict between different neighbouring land uses

crime prevention measures within design

17.3 No built form of development on the Site shall be the subject of application for approval of reserved matters unless it shall be substantially in accordance with the approved Design Guide. The Owners and the Council shall procure that restrictive covenants are imposed upon Unit End-users to observe such of the Design Guide provisions as shall be relevant to the appropriate unit, and the Owners shall if requested produce to the Council a copy of all building schemes and estate restrictive covenants incorporated in any form of transfer of Dwellings or commercial units

17.4 No built development shall be constructed on the Site unless and until the Developers shall have approved the design, materials, elevations and type of construction thereof PROVIDED ALWAYS that the Developers shall have regard to any decision by the relevant local planning authority upon any reserved matters application in respect thereof and shall also have regard to the financial implications in respect of the provision of Social Housing, Affordable Housing and all community and public buildings referred to in the Third Schedule hereto

17.5 The Owners shall pay to the Council an amount not exceeding £15,000



19.2 The Management Liaison Committee shall have three main objects

- (i) to act as a consultative body in connection with all relevant aspects of the Development as it proceeds, and
- (ii) in general, if appropriate, to assume temporary rights and responsibilities in its absolute discretion but subject to appropriate funding, subject also to the terms of this Deed and any planning conditions and subject also to the statutory and common law rights and responsibilities of the Parish Councils, the Council, the County Council and other public Authorities
- (iii) in particular, to have responsibility for the creation of a Community Centre Management Committee, an Allotments Committee and a Recyclable Transfer Site Committee, to determine the respective rights and functions of those Committees (and/or such others as may be found to be required) until the New Parish Council is formed and to ensure the transfer of overall responsibility for the same to the New Parish Council when it is formed together with such funds as those Committees shall control at that time

19.3 The transitory nature of the Management Liaison Committee is expressed since, although it is intended that it shall perform valuable liaison and maintenance functions, its raison d'être shall be overtaken by the completion of the Development and substantive provisions hereof - including the possible division of the present administrative parishes so as to allow the Site to be within the New Parish with its own elected representatives

19.4 Upon the creation of the New Parish Council, or earlier by agreement, if appropriate; the functions of the Management Liaison Committee together with its assets including commuted sums for

maintenance shall be transferred to the New Parish Council or the Council, or otherwise as the case may be, and the Management Liaison Committee shall be determined except as may be agreed between the Council, the New Parish Council and the Developers

20. Formation of New Parish

It is hereby agreed and declared between the Owners and the Council that the provisions of PART 8 of the Third Schedule hereto shall apply in relation to the formation of the New Parish and elections

21. The Village College and Secondary Education

21.1 Notwithstanding the generality of Clauses 8.1 and 8.2, it is hereby agreed and declared between the College, the Council, the County Council and the Owners that the provisions of PART 10 of the Third Schedule shall apply in relation to the provision of additional accommodation at the Village College and alternative secondary education provision

21.2 The College hereby covenants with the Owners, the Council and the County Council that it shall use all capital money received from the Council the County Council and Owners by virtue of the provisions of PART 10 of the Third Schedule exclusively for the purposes and at the times therein set out unless otherwise agreed with the Owners, the Council and the County Council together

21.3 The College shall keep the Secretary of State for Education (or any person or body succeeding his relevant functions) and the Relevant Councils informed of the progress of the Development and of the realisation and application of funds paid to the College under this Deed

21.4 Except in respect of any sums due to the County Council the principal covenants by the Owners contained in Clause 8 shall be

deemed to be with the Council and separately with the County Council in respect of the provisions set out in PART 10 of the Third Schedule for the purposes of Section 106(9) of the 1990 Act; both the Council and the County Council shall be the local planning authorities by whom the obligation is enforceable. Notwithstanding this, the College shall have the like power to enforce the Owners' covenants in respect thereof both on its own account and on behalf of the Council and/or the County Council provided that it shall indemnify the Relevant Council for all acts by and proceedings commenced in the name of the Relevant Council.

21.5 All money received by the Council and/or the County Council attributable to the College under PART 10 of the Third Schedule shall be remitted to the College without any deduction whatsoever

21.6 It is hereby agreed and declared between the parties hereto that any receipt by the bursar or principal of the College for the time being for sums of money paid directly by the Owners to the College by virtue of this Clause and PART 10 of the Third Schedule (except PART 10.11 thereof) hereto shall be a sufficient discharge to the Owners in respect of each of such sums

22. Variations, Notices, etc.

22.1 Variations of the terms of this Deed (other than minor amendments or variations of a transitory nature not affecting the nature or extent of liability hereunder) may be evidenced only by supplemental deed executed as a deed of variation. Unless the Council otherwise indicates in writing or is a party thereto, a copy of any supplemental deed of agreement shall also be sent by the Owners to the Council for the purpose of amending the Local Land Charges Register

22.2 Notices, etc:

Any notice, decision, approval or authority which may be given by

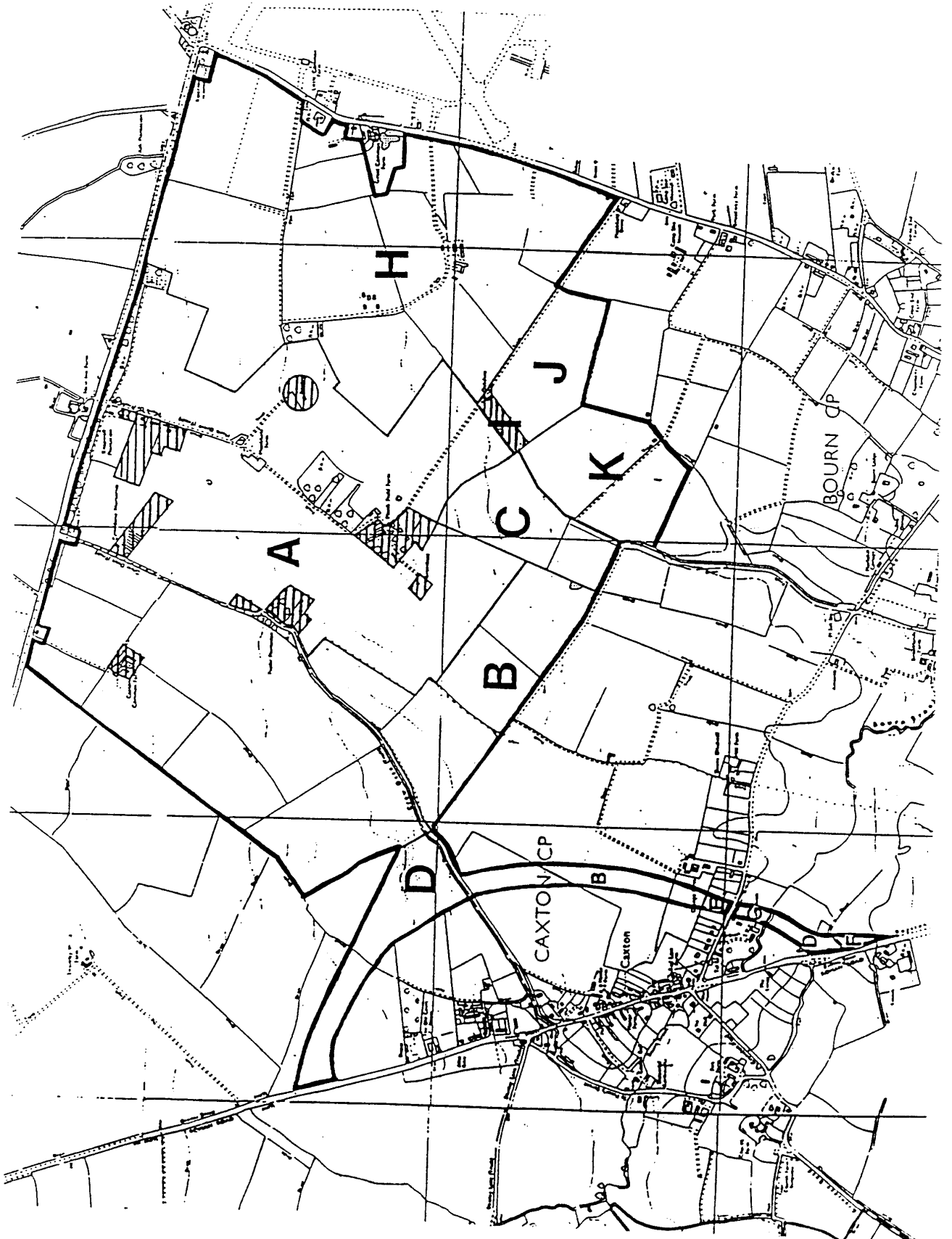
the Relevant Council under this Deed shall be valid and effectual if signed by the Chief Executive or such other person or persons as the Relevant Authority may from time to time designate in writing and of which notice shall have been validly given to the Owners and shall be deemed to have been validly served on or communicated to the Owners if sent by pre-paid registered or recorded delivery post or delivered by hand to the Owners at their registered address or such other address or addresses for service as the Owners may from time to time notify in writing to the Relevant Council; any notice required to be given to any party hereto by the Owners hereunder shall be valid and effectual if signed by or on behalf of the Owners and shall be deemed to have been validly served or communicated to such party or parties if sent as aforesaid to it or them at such address as it or they may from time to time notify in writing to the Owners

IN WITNESS whereof every party hereto being an individual (or being a corporate body executing by attorney) has hereunto set his hand and seal and every party hereto being a body corporate having a Common Seal (not executing by attorney) has caused its Common Seal to be hereunto affixed

THE FIRST SCHEDULE

ALL THAT land south of the A45 in the Parishes of Caxton and Bourn as shown on the plan annexed hereto and thereon edged with a thick black line (but excluding the areas hatched black) comprising the following ownerships and approximate respective acreages and being subject to the following mortgages:

<u>OWNER</u>	<u>DESCRIPTION OF PROPERTY</u> (As marked on the plan annexed)	<u>MORTGAGEES</u>
GEORGE WILLIAM TOPHAM North East Farm, Eltisley, Cambridgeshire and WILLIAM GEORGE TOPHAM and DEBORAH JANE CECIL TOPHAM Monksfield Farm, Monk Drive, Elsworth, Cambridgeshire	Areas A & J (491.55 acres and 33.11 acres)	Midland Bank plc 46 Regent Street Cambridge CB2 1DL
JAMES RICHARD TEE 6 High Street, Bishop's Stortford Hertfordshire and JEAN MARY PAPWORTH, Stortford Park, Bishop's Stortford Hertfordshire aforesaid		
VICTOR FRANK CHAPMAN and WENDY MARGARET CHAPMAN Grange Farm, Bourn Road, Caxton, Cambridgeshire	Area B (94.3 acres)	Barclays Bank plc 54 Lombard Street London EC3P 3AH
PETER FRANCIS CHARTER Chapmans Farm, Broadway, Bourn, Cambridge	Areas C & K (35.6 acres and 47.36 acres)	Barclays Bank plc 54 Lombard Street London EC3P 3AH
JUDITH PENELOPE GLOSSOP BENNETT GAPE PEARSON Pastures Farm, Caxton and MICHAEL HARRY JONES WOODMAN 41 Vine Street, London. EC3N 2AA	Area D (50.98 acres)	
DOUGLAS GEOFFREY WEBB and JANET ELIZABETH WEBB, 11 Cavendish Avenue, Cambridge	Area E (1.6 acres)	
PETER COX (FARMS) LIMITED, Gransden Lodge, Little Gransden, Sandy. Bedfordshire	Area F (2.22 acres)	Barclays Bank plc 41 High Street St. Neots Huntingdon



<u>OWNER</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>MORTGAGEES</u>
	(AS marked on the plan annexed)	
ALBERT SEARLE 20 Bourn Road, Caxton, Cambridge and CLIVE VIVIAN S EARLE 30 Bourn Road, Caxton Cambridge	Area G (1.72 acres)	
VICTORIA UNIVERSITY OF MANCHESTER Oxford Road Manchester	Area H (298.00 acres)	

THE SECOND SCHEDULE

The Application

<u>Date</u>	<u>Ref:</u>	<u>Proposed Particulars</u>
2.9.1992	S/1371/92/0	New settlement comprising  up to 3000 Dwellings and 10's reserve; local centre comprising shops, community facilities, public houses, 2 primary schools, business park, public open space, landscaping and recreational uses; drainage infrastructure; highways infrastructure including dualling of the A45, on the Site frontage, the Caxton By-Pass and formation of Site accesses; associated and ancillary development

THIRD SCHEDULE

PART 1 -PUBLIC OPEN SPACE

1. The Owners shall provide and lay out on the Site
  - 1.1. 45 acres of playing fields and spectator areas of appropriate NPFA specification,  
phased in accordance with the Master Plan namely
    - 4 Football pitches
    - 3 Hockey pitches
    - 2 Cricket pitches
    - 2 Rugby pitches
    - Outdoor Bowling Green
    - Car parking provision

Pavilion

- 1.1.1. The playing fields and spectator areas shall be provided in phases throughout the Development (and identified in the Master Plan) on land which shall be properly drained, graded and seeded
- 1.1.2 Maintenance thereof shall be carried out to Council standard (as a minimum) by the Owners or by a funded management company nominated by the Developers and approved by the Council until the New Parish Council or the Council assumes responsibility. The land shall be transferred, freehold, at nil consideration to the New Parish Council when it accepts maintenance responsibility or if no New Parish Council is formed then to the Council
- 1.2 On 0.5 acres or thereabouts, a multipurpose floodlit area upon which the Developers shall construct by the Completion of the 1000th Dwelling, two tennis courts with hard surface finish and as to the balance (apart from circulation areas) a synthetic grassed area. Maintenance of the same shall be in accordance with 1.1.2 above
- 1.3 Up to 11 acres or thereabouts, of incidental open space, including children's play areas, at the rate of 15 sq. metres per Dwelling in Phases throughout the Development in accordance with 1.1.1 above
- 1.3.1 Maintenance of the same shall be in accordance with 1.1.2 above
- 1.3.2 The play areas shall be constructed to a specification to be agreed with the Council and shall include such play equipment as shall be reasonably required by the Council

- 1.4. In all cases, upon the date when the New Parish Council or the Council shall assume maintenance obligations in respect of this PART of the Third Schedule or any other PART, the Developers shall pay to the New Parish Council or to the Council, as the case may be, in advance a sum of money equal to the estimated cost of one full year's normal maintenance of the relevant facility. The estimated cost shall include the reasonable costs of management, and administration of the maintenance work including the reasonable cost of third party and public liability insurance to Council standard
- 1.5 The Developers acknowledge that they have been supplied with a copy of the Council's current standards for grounds maintenance. Subject to the overall specification referred to above, the sports facilities described in this PART (and in PART 2) shall conform to construction standards laid down by the Department for Education or the Sports Council insofar as such standards shall be reasonably appropriate for the Development
- 1.6 The provisions of the Fourth Schedule apply to some recreational facilities described above
- 1.7 The Security Trigger Points in respect of works shall be as follows: .
- 1.1 and 1.3 The commencement of each Phase
  - 1.2 Completion of the 800th Dwelling

PART 2 - MULTIPURPOSE SPORTS CENTRE

- 2.1 The Owners shall provide an area of approximately 2 acres but not less than 1 acre of the Site, and the Developers shall build thereon with all proper services by the Completion of

the 2000th Dwelling, a multipurpose sports centre of gross internal floor area of 1425m<sup>2</sup> to include

sports playing hall, 575m<sup>2</sup>

ancillary hall, 180m<sup>2</sup>

2 squash courts, 120m<sup>2</sup>

fitness room, 100m<sup>2</sup>

health suite, 100m<sup>2</sup>,

changing rooms (male and female), 100m<sup>2</sup>,

bar, 100m<sup>2</sup>

car parking (subject to dual use), 144 spaces circulation area, 150m<sup>2</sup>

2.2 Public "pay and play" provisions shall apply in accordance with the Fourth Schedule

2.3 Subject to 2.2 above, the sports centre may be owned, operated or managed by a commercial company or by any public or charitable organisation whose objects include the provision of such sports facilities

2.4 The design and specification of the sports facilities described in this PART and in PART 1 shall be agreed with the Council provided that such standard of design and specification shall be reasonably appropriate for the Development

2.5 The Security Trigger Point shall be the Completion of the 1800th Dwelling

### PART 3 - ECUMENICAL AND HEALTH CENTRES

3.1 By the Completion of the 500th Dwelling the Owners shall offer to a relevant organisation to provide on the Site one acre or thereabouts of serviced land for the construction of an ecumenical centre and appropriate car parking provision to

serve the Development

- 3.2 The land for the ecumenical centre shall be transferred for nil consideration to such relevant organisation
- 3.3 By Completion of the 500th Dwelling the Owners shall offer on normal commercial terms 0.5 acres or thereabouts of serviced land for the construction of a health centre and appropriate car parking provision to serve the Development and marginal villages
- 3.4 The land for the health centre shall be identified in consultation with the local family practitioner committee and shall be transferred, freehold, to the family practitioner committee or as it shall direct, for a consideration to be agreed between the Owners and the committee, PROVIDED ALWAYS that if suitable provision can reasonably be provided in conjunction with other buildings on the Site a separate site for this facility may not be required and, at the Developers' option, shall be provided by them in conjunction with that other building

#### PART 4 - COMMUNITY CENTRE

- 4.1 The Owners shall provide an area of one acre of the Site and the Developers shall build thereon a community centre of 450 square metres internal floor area of the following general specification by the Completion of the 1000th Dwelling: the centre shall include

Main room, 225m<sup>2</sup>  
Side room, 80m<sup>2</sup>  
Storage, 60m<sup>2</sup>  
Circulation, 40m<sup>2</sup>  
Kitchen, 40m<sup>2</sup>  
Toilets and Car parking

- 4.2 The Owners shall encourage the Management Liaison Committee to form a Community Centre Management Committee to manage the centre on behalf of the community
- 4.3 The Owners shall transfer the completed community centre, for nil consideration, to the New Parish Council (which may continue any management arrangements already in place) or to trustees on behalf of the New Parish Council as the New Parish Council shall direct or to the Council
- 4.4 Management arrangements shall be subject to the approval of the Developers until transfer
- 4.5 The Security Trigger Point shall be the Completion of the 850th Dwelling

PART 5 - OTHER PARISH PROVISION

- 5.1 The Owners shall provide on the Site as part of the land allocated for public open space or rural management land for the following purposes:
- 5.1.1 Up to 5 acres for allotments by phased provision through the Development
- 5.1.2 Up to 0.5 acres for a re-cyclable waste transfer centre for bottles, cans, newspaper and other re-cyclable waste, by Completion of the 150th Dwelling
- 5.1.3 Up to 2 acres for a burial ground, by Completion of the 1000th Dwelling
- 5.1.4 Up to 2 acres for a compound for the storage of unoccupied domestic touring caravans (not mobile homes), boats, trailers and horseboxes for use by Unit End-users

by Completion of the 300th Dwelling

- 5.2. The allotment land and burial ground shall be suitably free draining, properly graded and seeded land, serviced with mains water; the recyclable waste transfer centre land shall be hard standing with an even macadam or asphalt finish to be approved by the Council and appropriately serviced; the compound land shall be serviced with mains water and electricity to the boundary thereof
- 5.3 The provisions of 3.2 above as to free transfer shall apply to each, saving only that the burial ground shall be transferred only to the New Parish Council or the Council; until such transfer the management of each facility shall remain with the Developers
- 5.4 The Owners shall encourage the Management Liaison Committee to form an allotments committee and a waste re-cycling committee to manage the respective facilities on behalf of the community

PART 6 - SOCIAL AND AFFORDABLE HOUSING

- 6.1 Council provision: The Owners shall transfer to the Council (or as the Council shall direct) 37 acres of Free, Serviced land in tranches throughout the Site allocated in accordance with the Master Plan; tranches shall not exceed 3 acres; the total number of Dwellings shall not exceed 650 on the said land
- 6.2 The Council shall by itself or jointly with any Approved Organisation cause each tranche to be developed in accordance with the Master Plan provision for Social Housing, and in particular:

- 6.2.1 Each Dwelling thereon shall be restricted to use for Social Housing
- 6.2.2 A reasonable mix of types of Social Housing shall be provided, to relate to the neighbourhood and neighbouring properties, but having regard at all times to the social housing needs of the Cambridge Sub-Area
- 6.2.3 If the construction of Social Housing on any tranche of land has not begun within 36 months from the date of transfer, the land shall be re-transferred within one month to the Developers for Affordable or Market Housing at their option: PROVIDED THAT if the substantial reason for not commencing development for Social Housing shall have been the lack of funding (from all sources) rather than the identification of need for such Dwellings then the said period of 36 months shall be extended by a further 12 months PROVIDED ALWAYS that Social Housing in accordance with this provision shall be completed within two years from commencement of each tranche
- 6.2.4. Until developed, each tranche of land shall be maintained after transfer in a tidy condition PROVIDED ALWAYS that upon any failure to so maintain, after reasonable notice in writing shall have been given the Owners shall be entitled to enter upon the land for the purpose of carrying out such maintenance and shall be entitled to recover the reasonable cost thereof from the relevant transferee
- 6.3 Developers' provision: The Owners shall provide throughout the Development 250 Dwellings of Affordable or Social Housing phased in accordance with the Master Plan according to the housing needs of the Cambridge Sub-Area.

6.4 Allocation and nomination: In respect of disposition, allocation or nomination of Dwellings for Social and Affordable Housing the Owners and the Approved Organisation shall consult with the Council and shall have regard to the needs for Social and Affordable Housing of the Cambridge SubArea. First occupiers shall be from the Cambridge Sub-Area

6.5 General Liaison and assessment: The Owners shall consult with the Council prior to the commencement of each Phase to assess the Cambridge Sub-Area need for Social/Affordable Housing, review how such need shall already have been satisfied within the Development, agree in respect of the next Phase how within the overall Social and Affordable Housing needs the Phase provisions are to be addressed, by whom, and as to the numbers and types of Dwellings to be constructed.

Development of Social and Affordable Housing shall not begin upon any Phase until the overall plan shall have been determined in principle and the Phase provisions agreed between the Council and the Owners: not more than 30% of Dwellings in any Phase shall be of Social and/or Affordable Housing

#### PART 7 - HIGHWAYS

7.1 The following provisions shall apply to the contributions specified in this PART 7 of the Third Schedule:-

7.1.1 The Owners shall at their option pay the said contributions either in a lump sum or instalments (of equal or unequal amounts) following receipt of any written demand for the same from the County Council PROVIDED ALWAYS that the said contributions shall be payable in such amounts as may be specified in any copy invoice certificate or other statement of costs which accompanies the said demand and which relates to the provision of the facilities or works in pursuance of

7.2.1, 7.3.1, 7.4.1 and 7.5.1 below (as the case may be) payments shall be made by the Owners to the County Council within twenty one days of receipt of any such invoice certificate or statement or such shorter period as may be agreed. Demands shall .not be made prior to the relevant Trigger Point or (subject to 7.1.3 below) after any cut-off date

7.1.2. The Owners shall pay Interest calculated on a daily basis at a daily rate of 1/365th of the annual rate of interest of 1.5% per annum greater than the Barclays Bank Plc base rate in force from time to time from the date payment is due under the terms of this Deed until the date of actual payment

7.1.3 The Owners shall be under no obligation to pay the said contributions or part thereof after the end of the specified period for payment (subject to any subsisting liability to pay both the costs of works for schemes in hand but not completed and any sum demanded but not yet paid by the Owners at the end of the said period)

7.1.4 The Owners hereby acknowledge and agree that the County Council may at its sole discretion on or at any time after Commencement of Development on the Site commence the provision or provide (in whole or in part) the car park spaces bus lane and cycle track referred to in 7.2.1, 7.3.1 and 7.4.1 below (respectively) to this Third Schedule notwithstanding that the relevant Trigger Point for payment of the relevant contribution has not yet arisen and the Owners shall pay any such contribution (in accordance with 7.1.1 above) on the relevant Trigger Point so as to reimburse the County Council the costs incurred prior to the relevant Trigger Point up to the maximum of the said contribution if less than cost

7.1.5 The Security Trigger Point shall, in each case, be the

Completion of the 200th Dwelling before the relevant Trigger Point or the date specified in a written notice given by the County Council to the Owners as the date upon which the County Council shall commence making the relevant provision, whichever is the earlier

7.1.6 By reference to Clause 11 of this Deed, the Index in respect of all provisions under this PART 7 shall be the Road Construction Price Index

#### Park and Ride

7.2.1 The Owners shall pay to the County Council a sum of up to THREE HUNDRED AND FIFTY THOUSAND POUNDS (£350,000) as a contribution towards the provision of 350 car park spaces in a park-and-ride site in the A1303 Madingley Road, Cambridge corridor PROVIDED ALWAYS that if the whole of the park-and-ride site is not located within the Cambridge Green Belt the said contribution shall be increased to reflect any additional increase in the land acquisition costs to be incurred by the County Council in providing 350 car park spaces within a larger park-and-ride site PROVIDED ALWAYS that in any event the contribution shall not exceed the sum of EIGHT HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£875,000)

7.2.2 The Trigger Point for payment of the said car park spaces contribution shall be the Completion of the 3 00th Dwelling on the Site and the period for payment shall end on Completion of the 2500th Dwelling on the Site

#### Bus Lane

7.3.1 The Owners shall pay to the County Council a contribution equal to 20% of the total cost of the construction of a bus lane along A1303 Madingley Road, Cambridge PROVIDED ALWAYS

that the contribution payable shall not exceed TWO HUNDRED THOUSAND POUNDS (£200,000). The bus lane scheme may include local road widening between the access to any park-and-ride site located in the A1303 Madingley Road corridor and Junction 13 on the M11 London to Cambridge Motorway

- 7.3.2 The Trigger Point for payment of the said bus lane contribution shall be the Completion of the 500th Dwelling on the Site and the period for payment shall end on Completion of the 2500th Dwelling on the Site

Cycle Track to City

- 7.4.1 The Owners shall pay to the County Council a sum of up to FIFTY THOUSAND POUNDS (£50,000) as a contribution towards the provision or extension of a cycle track to link the Site with Cambridge City centre

- 7.4.2 The Trigger Point for payment of the said cycle track contribution shall be the Completion of the 300th Dwelling on the Site and the period for payment shall end on Completion of the 2000th Dwelling

New Public Rights of Way to Link with existing

- 7.5.1 The Owners shall pay to the County Council a sum of up to TWENTY FIVE THOUSAND POUNDS (£25,000) as a contribution towards the provision of new public rights of way to link the Site with the existing public rights of way network

- 7.5.2 The Trigger Point for payment of the said public rights of way contribution shall be the Completion of the 300th Dwelling on the Site and the period for payment shall end on Completion of the 3000th Dwelling on the Site

Bus Service

7.6.1 The Owners shall secure in a manner approved by the County Council the provision of a bus service between the Site and Cambridge City centre from the completion of the first Dwelling on the Site for a continuous period of five years or until such service shall be commercially viable (whichever is the sooner)

7.6.2 By the Completion of the 200th Dwelling the said bus service shall provide for a minimum level of service as follows: Monday to Saturday

7.30 - 0900 Half hourly service to/from Cambridge

0900 - 1600 Hourly service to/from Cambridge

1600 - 1800 Half hourly service to/from Cambridge

1800 - 2000 Two hourly service to/from Cambridge

Sunday and Public Holiday

1000-1800 Two hourly service to/from Cambridge or such alternative level of provision as the County Council may reasonably agree

Estate Roads

7.7 Unless the County Council shall in its discretion agree otherwise the Owners shall not construct any estate road within the Site which is to be adopted prior to the completion of an Agreement relating to that estate road with the County Council under Section 38 of the Highways Act 1980 and for the avoidance of doubt such agreements shall include the dedication as public highway of all land to form visibility splays to such estate roads

Caxton By-Pass

7.8 Prior to the completion of the 300th Dwelling the Owners shall enter into a legal agreement with the County Council pursuant to Section 106 of the 1990 Act and/or such other enabling power as determined by the County Council in respect of the construction by the Owners of a single carriageway by-pass for Caxton generally as shown in outline on TPK plan Nos. 6069-1 and 6069-2 dated April 1993 and in conformity with Department of Transport Technical Design Standard TD9/93 (or subsequent revision) and to the County Council's reasonable satisfaction such agreement and construction to be at no cost whatsoever to the County Council and to include provision for the approval by the County Council of design details approval of contractor bonding construction inspection by the County Council testing of plant and materials maintenance period provisions for remedial works adoption by the County Council as highway maintainable at public expense and payment of all costs reasonably incurred by the County Council in connection with the completion of the Deed and the works thereunder such agreement to be completed prior to the commencement of construction of the said by-pass

7.9 Access to A45

Prior to the Commencement of Development the Owners shall produce to the Council a duplicate, completed Deed with the Secretary of State for Transport under Section 278 of the Highways Act 1980 providing for access to the Site from the A45 (T), construction of grade separated junction and dualling of approximately 2 kilometres of road across the Site frontage in accordance with drawings 6069/22/A and 6069/23/A (or subsequent revisions) and a contribution of up to £5m, less the cost of dualling the said 2 kilometres of road but excluding the cost of the said grade separated junction, towards the dualling of the A45 (T) (or such other improvements as may be accepted by the Secretary of State for Transport) between the Site access and the existing dualling at Hardwick

PART 8 - NEW PARISH:

8.1 The Owners shall if required pay all reasonable legal costs and necessary and reasonable administrative expenses incurred by the Council in the creation of the New Parish and the first election expenses for the New Parish Council incurred by the New Parish Council and by the Council. The Council shall elect by the completion of the 1000th Dwelling ("the election date") whether or not these payments shall be required and to secure such payment the Owners shall deposit on the Completion of the 1000th Dwelling (being the Trigger Point and the Security Trigger Point) in a separate deposit account in the name of the Developers' Solicitors and the Council at a U.K. Clearing Bank upon the best terms reasonably available a sum of money being an amount equal to the best estimate of the costs and expenses likely to be incurred as at that date, in full satisfaction of this provision. Subject to 8.2 below, the deposited sum and interest thereon shall accrue to the benefit of the Owners so far as the actual costs incurred shall fall short of the aggregated amount

8.2 If by 4 years from the election date the New Parish shall not have been created nor be in the course of creation the Council shall release the balance of such amount to the Developers' Solicitors together with all interest accrued thereon after deducting the relevant costs and expenses reasonably incurred in connection with revised representation of the settlement and its occupiers on the Parish Councils and the Council and first election thereto

PART 9 - CAR PARKING

9.1 Where in this Schedule any buildings are to be provided which are for public or community use, sufficient car parking shall also be provided within the relevant site allocated

contemporaneously therewith properly to accommodate the parking of users' cars and service and delivery vehicles, and allow passage of emergency vehicles

9.2 This provision shall not prevent the sharing or combination of car parking for multi-uses on the same part of the Site or on adjoining or adjacent parts of the Site provided that there is reasonable access between the car park and the public or community facility and the car park shall be of sufficient size to accommodate all shared or multiple uses for which it is intended

9.3 Arrangements for the management and maintenance of shared car parking provision and its landscaping shall reflect such shared or multiple uses in such proportions as shall be appropriate

#### PART 10 . SECONDARY EDUCATION

10.1 Subject to 10.2, 10.7 and 10.11 below the Owners shall pay to the College contributions not exceeding £3.366m in aggregate in tranches at the relevant Trigger Points set out in 10.6 below, or before such Trigger Points in the case of advance payments on certificates in accordance with 10.7 below, for the purpose of increasing the capacity of the Village College by providing accommodation for additional places for pupils aged 11-16 years old necessitated by the Development (upon the footing that pupils aged 11-16 years living on the Site will be attending the Village College) . The Fifth Schedule sets out details of additional accommodation and improvements agreed by the College and the Owners to be provided to secure the aforesaid purpose

10.2 The provision of such accommodation by the College is dependent on:

- (i) The approval of the Secretary of State for Education and Science (or any person or body succeeding his relevant functions) ("the Secretary of State") not being given for a significant change in the character of the Village College (other than for the purposes of sub-clause (ii) below) which would prevent the College from providing the additional places for pupils as referred to in 10.1 above
- (ii) The approval of the Secretary of State is obtained for significant enlargement of the Village College premises
- (iii) The required top-up funding from the Secretary of State for the provision and furnishing of such accommodation is obtained
- (iv) Planning permission, building regulation consent and other necessary approvals and consents for the provision of such accommodation is obtained by the College

10.3 The Owners shall pay to the College (in addition to the contributions in 10.1 above) the College's legal and other professional fees in connection with the preparation of this Deed;

10.4 The Owners shall also pay to the College (in addition to the contributions in 10.1 above) in respect of all works which the said sum of £3.366m re-imburses an amount equal to any Value Added Tax payable by the College. The College and the Owners shall consult as necessary to explore the lawful possibilities of minimising charges to Value Added Tax and the College shall take reasonable steps to minimise such charges following any such consultations PROVIDED THAT nothing in this Clause shall place or imply any obligation on the College to accept a design or layout for the additional accommodation which is not

in accordance with the College's reasonable requirements

10.5 The Owners, the College, the Council and the County Council (as Local Education Authority) agree to meet at least twice each year to discuss anticipated pupil numbers from the Development so that the College can obtain as much advance information as possible before progressing building contracts to accommodate the pupils

10.6 The amount of each tranche shall be as follows:

<u>No. of Dwellings</u> <u>completed</u> (Trigger Points)	<u>Tranche</u> <u>Payment required</u>
500	£691,521
1000	666,299
1500	1,027,504
2000	485,704
2500	<u>494,972</u>
	<u>£3,366, 000</u>

10.7 The funding for each tranche shall be drawable down by the College, upon certificate of completion of relevant works or any part or parts thereof and/or relevant professional fees in relation thereto and the Owners shall pay the relevant sum specified in any such certificate which that tranche was intended to fund, at any time following the Completion of the 200th Dwelling before the relevant Trigger Point set out in

10.6 above. Subject to allowance for any such certificated payment made prior to the anticipated Trigger Point, all payments shall be made by the Owners to the College upon or after the Trigger Point in respect of each tranche, according to the Table in 10.6 above, upon certificate of completion of relevant works or any part or parts thereof and/or relevant professional fees being produced to the Owners in each case up to the amount of each tranche. All certificated amounts shall be paid within 21 days of the production of each such certificate. Contributions paid on certificate shall not be

repayable

- 10.8 The College shall keep the Owners informed of progression of contracts for the provision of the works and the likely dates and amounts of certification, in accordance with 10.7 above
- 10.9 For the avoidance of doubt, the indexation provisions shall apply and all tranche contributions falling to be made by the Owners under this PART 10 shall be secured in accordance with Clause 7 of this Deed; the Security Trigger Point shall be the Completion of the 200th Dwelling before each Trigger Point set out in 10.6 above
- 10.10 The extent of works shall be subject to review by the College as circumstances demand and the actual amount of space allocated for any particular facility may be amended (by increasing, decreasing, deleting or adding any particular facility as required) but not so as to increase any tranche thereof PROVIDED ALWAYS that such amended works shall provide accommodation only for the purpose set out in 10.1 above
- 10.11 In the event that the College does not or cannot for any reason whatsoever use or apply the contribution for the purpose set out in 10.1 above or shall take any step to make a significant change in the character of the Village College (other than in pursuance of 10.2(u) above) which would prevent the College from providing the additional places for pupils referred to in 10.1 above the contribution or part thereof (as the case may be) shall be paid to the County Council who shall apply such sum to the purpose of providing accommodation for additional places for pupils aged 11-16 years old necessitated by the Development PROVIDED ALWAYS that it is shown to the reasonable satisfaction of the Owners that such sum is needed to secure secondary educational

facilities to accommodate the needs of the Development

PART 11 - COUNTY PROVISIONS:

11.1 The following paragraphs shall apply as appropriate to the provision of all of the facilities referred to in this PART-

11.1.1. In respect of this PART 11 the Owners shall by the relevant Trigger Point either:

- (i) construct to County Council Standard the relevant facility on the Free, Serviced land to Shell and Core Standard; or
- (ii) pay to the County Council the specified contribution for the construction of the relevant facility on the Free, Serviced land and the County Council shall permit the Owners such access to the documents and correspondence relating to the costs of constructing the relevant facility as may be reasonably required by the Owners to verify the costs actually incurred by the County Council PROVIDED ALWAYS that if the actual cost is less than the contribution then the County Council shall refund to the Owners any excess as soon as shall be reasonably practicable or
- (iii) pay to the County Council the specified contribution for the construction of the relevant facility on the Free, Serviced land PROVIDED ALWAYS that the said contribution shall be payable from the Trigger Point in instalments of such amounts as may be specified in a copy of each invoice certificate or other statement of cost relating to the provision of the relevant facility

passed by the County Council to the Owners such payments to be made within 21 days of receipt of any such invoice certificate or other statement or such shorter period as may be agreed

11.1.2

If the Owners construct any of the facilities in

pursuance of 11.1.1 (i) above the Owners shall

(1) ensure that the design of the relevant facility and inspection shall be undertaken by a fully qualified and experienced person approved by the County Council who shall comply with the County Council's Conditions of Appointment 1994 and the Owners shall use their reasonable endeavours to procure that such persons provide full collateral warranties covering actual and consequential damages for design failure

(ii) on or before the relevant Security Trigger Point or (if earlier) the date of the building contract for the relevant facility secure the works for the relevant contribution in accordance with Clause 7 of this Deed

(iii) permit the County Council its employees agents and independent contractors such reasonable access with or without necessary plant machinery and equipment to the site of the works throughout the duration of the works as may be necessary for the County Council to

(a) inspect the construction of the relevant facility and

- (b) (in the event of default by the Owners) to carry out and complete the construction works
  
- (iv) transfer the Free, Serviced land together with the completed facility for nil consideration to the County Council as soon as reasonably practicable following the issue of the certificate of practical completion or (if more than one) final certificate of practical completion in respect of the relevant facility in accordance with clause 9 here of
  
- (v) ensure that the construction of the relevant facility is carried out by reputable contractors employed under a recognised form of building contract and shall use their reasonable endeavours to procure that the terms of such building contract or contracts and terms of engagement of professional consultants shall contain:
  - (a) a provision that the building contractors and consultants shall enter into a collateral warranty in favour of the County Council and that such deeds of collateral warranty are duly executed under seal by each of the building contractors and professional consultants and delivered to the County Council
  
  - (b) a right for the County Council or its nominee to inspect and view the work being carried out and to make representations to the Owners as to any defects or faults which are found

(c) a provision that such defects as may be identified are remedied by the building

contractor

(d) a provision that the contractor insure (with insurers approved by the County Council) against loss or damage by fire lightning explosion storm tempest flood earthquake aircraft riot and civil commotion and such other risks as the contractors may desire for the full reinstatement value thereof all work executed and all unfixed materials and goods delivered to placed on the site of the works or therein and shall keep such work materials and goods so insured until the relevant building shall be completed. If the County Council so request such insurance shall (at no cost to the County Council) be in the joint names of the County Council and the contractors. The contractors shall forthwith deposit with the County Council a copy of the policy and the receipts or other proof of payment in respect of the premiums payable. If the contractors fail to comply with their obligations to insure the County Council may itself insure the relevant building and all costs of so doing incurred by the County Council shall be reimbursed on demand by the Owners

11.1.3

If the Owners elect to pay the specified contribution pursuant to either 1.1.1 (ii) or (iii) above the Owners

(i) shall on or before the relevant Security Trigger Point guarantee the specified contribution in accordance with Clause 7 of this Deed; and

(ii) shall transfer to the County Council Free, Serviced land for the relevant facility in accordance with the provisions of Clauses 8 and 9 of this Deed

11.1.4 The Owners hereby acknowledge and agree that the County Council may at its sole discretion on or at any time after the relevant Security Trigger Point commence the provision or provide (in whole or in part) any of the facilities referred to in 11.2.1, 11.3.1, 11.4.1, 11.5.1 and 11.8 below (respectively) notwithstanding that the relevant Trigger Point for payment of the relevant contribution has not yet been reached and the Owners shall pay any such contribution on the relevant Trigger Point so as to reimburse the County Council the costs incurred prior to the relevant Trigger Point up to the maximum of the said contribution if less than cost PROVIDED ALWAYS that the County Council covenants with the Owners not to let any building contract for the construction of any such facilities (or part thereof) before the relevant Trigger Point

11.1.5 The Owners shall pay Interest calculated on a daily basis at a daily rate of 1/365th of the annual rate of interest of 1.5% per annum greater than the Barclays Bank plc base rate in force from time to time from the date payment is due under the terms of this Deed until the date of actual payment

### Library

- 11.2.1 The library building shall be a single storey building of at least 280 sq.m internal floor area
- 11.2.2 The Security Trigger Point for the library building shall be the Completion of the 600th Dwelling
- 11.2.3 By the Security Trigger Point the Owners shall provide on the Site 0.5 acres of Free, Serviced land for the construction of the library building. The Free, Serviced land for the library building shall preferably be located within that part of the Site allocated in the Master Plan to include central shopping facilities
- 11.2.4 The Trigger Point for the provision of the library building shall be the Completion of the 800th Dwelling
- 11.2.5 The contribution for the construction of the library building shall be TWO HUNDRED AND SIXTY FIVE THOUSAND POUNDS (E265,000)

### Police Station

- 11.3.1 The police station shall have an internal floor area of at least 256 sq.m ancillary buildings of 82 sq.m internal floor area and a yard with an area of at least 350 sq.m
- 11.3.2 The Security Trigger Point for the police station building shall be the Completion of the 2300th Dwelling
- 11.3.3 By the Security Trigger Point the Owners shall provide on the Site 0.32 acres of Free, Serviced land for the construction of the police station, yard and appropriate

car parking provision. The Free, Serviced land for the police station shall preferably be located within that part of the Site allocated in the Master Plan as the central area and having direct access on to the main distributor road within the Site

11.3.4 The Trigger Point for the provision of the police station shall be the Completion of the 2500th Dwelling

11.3.5 The contribution for the construction of the police station shall be TWO HUNDRED AND TWENTY THOUSAND POUNDS (£220,000)

#### Fire Station

11.4.1 The fire station shall be a station of 320 sq.m area gross together with a drill yard area of at least 720 sq.m and appropriate parking provision

11.4.2 The Security Trigger Point for the provision of the fire station shall be the Completion of the 2000th Dwelling

11.4.3 By the Security Trigger Point the Owners shall provide on the Site 0.5 acres of Free, Serviced land for the construction of the fire station and appropriate parking provision. The Free, Serviced land for the fire station shall be located in a position agreed with the County Council acting in its capacity as Fire Authority for Cambridgeshire

11.4.4 The Trigger Point for the provision of the fire Station shall be the Completion of the 2200th Dwelling

11.4.5 The contribution for the construction of the fire station shall be TWO HUNDRED AND SEVENTY THOUSAND POUNDS

(£270, 000)

Children and Family Centre

- 11.5.1 The children and family centre shall be 290 sq.m internal floor area
- 11.5.2 The Security Trigger Point for the provision of the children and family centre shall be the Completion of the 2300th Dwelling
- 11.5.3 By the Security Trigger Point the Owners shall provide on the Site 0.5 acres of Free, Serviced land for the construction of a children and family centre to be located preferably adjacent to a primary school or within that part of the Site allocated in the Master Plan as the central area
- 11.5.4 The Trigger Point for the provision of the children and family centre shall be the completion of the 2500th Dwelling
- 11,5.5 The contribution for the construction of the children and family centre shall be TWO HUNDRED AND FORTY THOUSAND POUNDS (£240,000)
- 11.5.6 The management and operation of the children and family centre may at the County Council's discretion (having consulted with the Owners) be undertaken by any company body or other organisation approved for the purpose by the Owners and the County Council
- 11.5.7 The County Council may upon such terms as may be reasonably agreed with the Owners and (if appropriate) the Governors manage and operate a temporary children

and family centre in the primary school buildings out of school hours,  
subject to any dual use provisions, until such time as a permanent centre is  
provided

#### Primary Education

- 11.6 By the Completion of the 1st and 1400th Dwelling respectively, the Owners shall provide on the Site two separate areas each of 5 acres or thereabouts of Free, Serviced land for the construction of 2 two form primary schools to serve the Development
- 11.7 The Free, Serviced land for the two primary schools referred to in 11.6 above shall be located within the Site in positions agreed with the Council as part of the Master Plan and with the County Council in its capacity as the Local Education Authority for Cambridgeshire such locations to be generally conveniently related to residential development within the Site and with good accessibility
- 11.8 The primary schools shall each be of a minimum of 1850m<sup>2</sup> internal area including indoor sport and gymnasium facilities and appropriate car parking provision. The Owners shall ensure that on the completion of the first form of entry of each primary school provision has been made for associated outdoor sports fields and pitches which shall be properly graded, drained, cultivated and seeded with approved grass mixtures and properly laid out to NPFA standards
- 11.9 The Trigger Points for the provision by the Owners of each form of each of the 2 primary schools shall be:
- 1st form of the first school by the Completion of the 100th Dwelling
  - 2nd form of the first school by the Completion of the 900th Dwelling

1st form of the second school by the Completion of the 1700th Dwelling

2nd form of the second school by the Completion of the 2500th Dwelling

11.10 The contributions for the construction of each of the 2 primary schools shall be in the following amounts and at the following Trigger Points:

At the Completion of the 1st Dwelling the sum of £1.0m

At the Completion of the 600th Dwelling the sum of £0.585m

At the Completion of the 1400th Dwelling the sum of £1.0m

At the Completion of the 2200th Dwelling the sum of £0.585m

PROVIDED ALWAYS

11.10.1 If the Owners elect to pay the said contributions in respect of either or both primary schools they shall first give notice to the County Council of their intention to do so not later than the Commencement of Development in respect of the first primary school and not later than the Completion of the 1100th Dwelling in respect of the second primary school failing which the Owners shall be deemed to have elected to construct the relevant primary school pursuant to the provision of 11.8 above

11.10.2 The Owners may, at their complete discretion elect to

contribute to the cost of one primary school and to construct the other

11.11 The Security Trigger Points for each of the forms of each of the primary schools if to be constructed by the Owners shall be

1st form of the first school at the Commencement of Development

2nd form of the first school at the Completion of the 600th Dwelling

1st form of the second school at the Completion of the 1400th Dwelling

2nd form of the second school at the Completion of the 2200th Dwelling

11.12 The Security Trigger Points for each of the forms of each of the primary schools if to be constructed by the County Council shall be

1st form of the first school at the Commencement of Development

2nd form of the first school at the Completion of the 400th Dwelling

1st form of the second school at the Completion of the 800th Dwelling

2nd form of the second school at the Completion of the 2000th Dwelling

12 ENVIRONMENTAL PROTECTION

12.1 The Owners shall appoint a suitably qualified ecologist prior to commencement of development. The appointed ecologist

shall carry out, on behalf of the Owners, the ecological enhancement obligations of the Owners set out in 12.2 below

12.2

The Owners shall prior to commencement of development of any kind carry out an ecological enhancement study in respect of the Site (updating and refining where appropriate any previous study or assessment) in relation to intended or identified land uses and their potential impact upon flora and fauna within the Site and extending therefrom, particularly in relation to Bourn Brook from surface water discharge points from the Development to a point 1000 metres downstream, PROVIDED ALWAYS the Council shall obtain the necessary consents to enter upon the land for such purpose comprising the following:

- (a) carry out a site survey to identify areas with species of nature conservation significance with emphasis upon local otter population, and environmental enhancement opportunities
- (b) assess ecological feasibilities of rural management of the Amenity Land including, where appropriate, golf and associated development
- (c) liaise closely with the Council and the Developers, and the planners and architects involved in the Development to harmonise land uses and development with areas of ecological importance
- (d) consult with the Council, English Nature, local relevant nature conservation organisations where appropriate, MPSF and the County Council's archaeologist where appropriate

- (e) prepare and submit to the Council (with a copy to each of the consultees in (d) above) a written statement or update as the case may be on the ecological impact of the development of the Site by phase and substantive land use, giving a balance sheet of gains and losses and including outline proposals for positive enhancement of the Site and measures to be taken to avoid or limit ecological damage

12.3

During the development of the Site the Owners shall carry out the following:

- (a) continue, by their appointed ecologist, the consultation process with the bodies referred to in 12.2 (d) above;
- (b) review and, where necessary, modify at the relevant design stage any aspect of the Development including, for example, tee, green and fairway alignments of any golf course, siting of housing or other land uses, lighting, specification for roads or buildings to accommodate badger runs or other important wildlife interests;
- (c) mark out and fence no-go areas for construction vehicles and storage areas to ensure that key habitats (if any) are protected on the ground;
- (d) brief site engineers on ecological factors highlighted during the study phase, set out in 12.2 above, and subsequently;

- (e) during site development consider at all times ecological and development interests, consider the possibility of public access generally (including access by the disabled) and access for educational and research opportunities, inform all responsible persons involved in the Development of the ecological aspects of their work;
- (f) properly supervise on-site construction work to ensure that no damage is inflicted on ecologically sensitive areas;
- (g) prepare and provide to the Council an ecological management plan for wildlife habitat creation within landscaped areas of the Site especially in relation to the amenity areas

12.4 The Owners shall implement the ecological management plan, provide for monitoring during the establishment period, namely a period ending on the substantial completion of the Development and review it regularly as the Development progresses

12.5 For the protection of (inter alia) the natural environment including any otters identified in Bourn Brook, the Planning Permission provides by condition for a scheme for the disposal of, and maintenance of quality of, surface water from the Site including works to and continued maintenance of the existing land drainage system, discharge points, interception facilities, balancing reservoirs and other water features to be submitted to and approved by the Council. If in accordance with the approved scheme the continued maintenance of the system or any features within the approved scheme shall not rest with a sewerage undertaker or drainage board, then the permanent maintenance of the system or the relevant features

thereof shall be undertaken by the Owners or by such organisation(s) proposed by the Owners agreeing to undertake the same to be approved by the Council. The Council shall not be obliged to maintain the same

13. CONSTRUCTION TRAFFIC

The Owners shall use all reasonable endeavours to ensure that all LGV construction traffic in relation to the Development

- (a) avoids the villages of Bourn, Caxton, Comberton, Coton, Toft, Hardwick, Highfields, Madingley, Dry Drayton, Knapwell and Elsworth
- (b) is directed, as far as reasonably possible, via the main roads, A45, M11, A505 and A604 and the Caxton By-Pass when opened

14 SMALL UNITS

14.1 The Owners shall within the Master Plan take reasonable steps to ensure that on first occupation of the employment land there shall be a mix of employment uses on any industrial and commercial land within the Planning Permission

14.2 Between 5% and 10% of the gross internal floor space falling within Use Classes B1 and B2 of the Town and Country Planning (Use Classes) Order 1987 erected pursuant to the Planning Permission shall not be first occupied other than as Small Units

14.3 First disposition of the said Small Units shall be advertised locally and, where all other considerations are equal, preference shall be given to local firms wishing to expand or relocate

14.4 The said Small Units shall not be amalgamated or consolidated together or with any other premises to form a larger planning unit except with the written consent of the Council

14.5 The Small Units to which 14.2 and 14.4 above apply shall be identified to the Council at the time of their first disposition

15. RURAL MANAGEMENT

15.1 The Owners shall provide a total of approximately 350 acres of amenity land (the precise area and extent to be determined in accordance with the Master Plan) but in any event not less than 200 acres, if there shall be no golf course, which shall be allocated for woodland planting, landscaping and informal recreational areas, and separately for a country park

15.2 The country park shall incorporate such woodland planting, landscaping and recreational areas as may be appropriate and agreed with the Council and may include a golf course. If the Development shall include a golf course (whether or not within the Country Park) then the provisions as to the rights of the public to use the facility set out in the Fourth Schedule shall apply and no national or international cup or other national or international championship competition or tournament or any heats or preliminary rounds thereof shall be held there unless the Owners shall have first provided to the Council the written confirmation of the highway and fire authorities that they are satisfied that adequate arrangements shall be in place for traffic management and parking and emergency fire service provision

15.3 The Amenity Land shall be maintained by the Owners until organisations agreed by the Council shall accept

responsibility for maintenance thereof in accordance with scheme(s) to be approved by the Council

- 15.4 The standard of maintenance shall be agreed with the Developers but, failing agreement, shall be in accordance with Council Standard for grounds maintenance modified as appropriate
- 15.5. The Owners shall make arrangements for the preservation in situ of any archaeological sites and, where appropriate, their settings, agreed to be of national importance by the County's Archaeology Section, English Heritage and the Owners' archaeological consultants
- 15.6 The Owners shall meet the cost of carrying out a programme of archaeological work on any sites affected by the Development which are not to be preserved in situ. The programme of work shall include excavation, recording, conservation of artifacts, analysis and publication of results, both academic and popular, and shall be approved by the County Council's Archaeology Section
- 15.7 The Owners shall provide for the long term storage of excavation archives within an archaeological store approved by the County Council's Archaeology Section
- 15.8 If so required by the County Council the Owners shall meet the cost of providing a permanent archaeological display in the library building or other suitable display area on the Site

FOURTH SCHEDULE

PAY AND PLAY

1. At all reasonable times while any part of the Site or any building on it is being used as a Community Recreational Facility there shall be afforded to the public upon payment of such amounts as shall be reasonable and subject to management rules imposed thereon (so far as shall not be inconsistent with these provisions) the right to use the facility which shall be that which is normally held available for use by any person whether a club member, invitee or licensee or otherwise to be determined by or on behalf of the Owners and

(i) the use in conjunction with the use of the Community Recreational Facility without further charge of car parking and toilet and cloak room facilities as shall be normally available as part of that community facility;

(ii) the use upon payment of such further charge or charges as the Owners shall consider reasonable of such other facilities as may be made available to the public (or any section thereof) from time to time in the absolute discretion of the Owners

2. The amount of any such payment from time to time charged to the public and fees or charges for any other facilities normally ancillary thereto shall be posted upon some appropriate part of the relevant land or building in some place or places so that any member of the public wishing to play and use the ancillary facilities shall be able conveniently to ascertain the availability of, and amount or amounts to be paid for the use of, the Community Recreational Facility and the facilities available in paragraph 1(i) above and any amount or amounts liable to be paid for the use of any other facilities referred to in paragraph 1(u) above

3. The right of the public to "pay and play" set out in the above paragraphs shall be subject to exclusion for the holding of club functions tournaments and matches and private functions and necessary exclusion for

normal management purposes (such as inclement weather conditions or maintenance, repairs, decorations or staffing restrictions or any other reason consistent with these provisions) affecting normal use thereof and/or ancillary facilities

4. In all cases of provision of community recreational facilities a members' club or clubs ("the club") may be formed based upon the land or building in connection with the use of any facility available there ("the premises"). No member of the public shall be obliged to join the club

5. Notwithstanding the generality of paragraph 4 above, any association of persons having or purporting to have special rights or privileges in respect of the premises or any other part of the Site whether operating as a members' club having general membership or any other class of membership, or sub-class, or restricted or associate membership shall be a "club" for the purposes of this Schedule

6. The club may hold functions of any number upon the premises PROVIDED THAT any such function shall not be inconsistent with and shall not interfere with the general right of the wider public generally to use the Community Recreational Facility and other facilities on the premises normally available

7. In addition, the club may hold tournaments and matches and functions whereby the simultaneous provision of "pay-and-play" facilities and/or general access may be inappropriate. The number of days or part days when "pay-and-play" facilities or general access may be interfered with by club or private events shall not exceed the number agreed with the Council, and in default of agreement shall be 12 for each Community Recreational Facility each calendar month

8. Subject to the above provisions, the priority of use, in any case of doubt, as between club/private events and access by the wider public shall be equal. Unless the relevant facility is reserved one week in advance for the holding of a club or private event (such reservation to be

published in writing by notice in some suitable place on the premises) any member of the public may normally use the facilities, subject to the provisions of paragraphs 1 to 3 above

9. When the premises are a golf course, persons having a legal or beneficial interest in the property (the owners for the time being) shall have no especial or prior use rights above the wider public except (if such shall be the case) as a club member within the provisions hereof