

Cambridge North Planning Appeal

Section 106 Agreement – Introductory Note

1 Introduction

1.1 In line with the Inspector’s Post-CMC Note request, this note sets out what the s.106 agreement is intended to do and how it is proposed to work.

1.2 This note should be read together with:

1.2.1 The heads of terms to the s.106 agreement (as agreed between the parties);

1.2.2 The CIL compliance statement (which sets out the Local Planning Authorities’ justification for the s.106 obligations);

1.2.3 The draft s.106 agreement;

1.2.4 The three plans appended to this note, being:

(i) the Site Plan – identifying the site boundary and the phases of the development;

(ii) the Highways s.106 Obligations Plan – identifying the indicative location of elements of the highways works; and

(iii) the s.106 Provision Plan – identifying the location of the allotments and community gardens, the formal/equipped children and teenager’s play provision, the informal children and teenager’s play provision and the approximate location of the community room.

2 Parties to the s.106 Agreement

2.1 The s.106 agreement is to be entered into by the following:

2.1.1 South Cambridgeshire District Council and Cambridgeshire County Council (as enforcing **local planning authorities**);

2.1.2 Network Rail Infrastructure Limited (as **landowner** against whom the obligations are enforceable); and

2.1.3 Brookgate Land Limited (as the **appellant** and holder of a promotion agreement in respect of the land bound by the s.106 agreement).

3 Land bound by the Agreement

3.1 The s.106 agreement binds the land edged red on the Site Plan at Appendix 1 (“the Site”).

4 Phasing

4.1 The Site is split into Phases as identified on the Site Plan. These Phases are as follows:

| Phase | Which part of the Development? |
|--------------|--|
| Red Phase | Building S5 (Mobility Hub) Buildings S6&7 (Labs) Wild Park |
| Green Phase | All of the residential units (S11-21) Chesterton Gardens |
| Yellow Phase | Buildings S9 and Chesterton Square |
| Purple Phase | Building S4 (Office) |
| Blue Phase | Building S8 (Office) |

4.2 Some obligations in the s.106 agreement relate to and mitigate the whole development whereas others relate to specific parts of the development (such as the residential). As such, the obligations are structured in a way to bind and be enforceable against the particular part of the Site to which they relate as follows:

4.3 All Phases

4.3.1 Each Phase has an obligation to deliver informal open space, landscaping and public realm, biodiversity net gain, and public art in so far as they fall within that Phase;

4.3.2 The strategic transport contribution and monitor and manage requirements relate to all Phases;

4.3.3 The contribution to Cowley Road Improvements is triggered by the first development on any Phase; and

4.3.4 Monitoring and mitigation of local car parking relates to all Phases.

4.4 Green Phase (residential):

These obligations mitigate the residential element and therefore relate to the Green Phase:

Housing

4.4.1 affordable housing;

4.4.2 build to rent controls in connection with the build to rent units;

Community Infrastructure

4.4.3 provision of a community room;

4.4.4 library contribution;

4.4.5 off-site sports contribution;

4.4.6 children and teenager's play provision;

4.4.7 provision of allotments and community gardens;

4.4.8 primary healthcare provision/contribution;

Household waste

4.4.9 household waste receptacles contribution;

4.4.10 household waste recycling centre contribution;

Highway Mitigation

4.4.11 provision of enhancements to Chesterton Way;

4.4.12 contribution to offsite works to Cambridgeshire Guided Busway;

4.4.13 car club provision;

4.4.14 provision of a formalised crossing on Milton Avenue;

4.4.15 implementation of Residential Travel Plan;

Education

- 4.4.16 early years provision/contribution;
- 4.4.17 secondary school contribution; and
- 4.4.18 special educational needs contribution.

4.5 Red Phase (S5, S6, S7 & Wild Park)

These obligations relate to the Red Phase:

- 4.5.1 delivery of Mobility Hub;
- 4.5.2 car club provision;
- 4.5.3 bike and scooter provision;
- 4.5.4 provision of cycle routes on Station Row;
- 4.5.5 provision of 2 informal crossings on Milton Avenue;
- 4.5.6 provision of wayfinding scheme;
- 4.5.7 provision of public transport information;
- 4.5.8 implementation of Commercial Travel Plan (for the Qualifying Commercial Buildings within that Phase); and
- 4.5.9 extension of bus shelters at Cambridge North Station.

4.6 Purple Phase (S4)

These obligations relate to the Purple Phase:

- 4.6.1 provision of on-site cycle routes – Milton Avenue (West Side);
- 4.6.2 provision of on-site cycle routes – connection between Milton Avenue and Chesterton Way;
- 4.6.3 implementation of the Commercial Travel Plan (for the Qualifying Commercial Buildings within that Phase); and
- 4.6.4 provision of enhancements to Chesterton Way.

4.7 Each of the Blue and Yellow Phases

This obligation relates to the Blue Phase and the Yellow Phase respectively:

- 4.7.1 implementation of the Commercial Travel Plan (for the Qualifying Commercial Buildings within that Phase).

4.8 Each of the Red, Green and Yellow Phases

This obligation relates to the Red Phase, the Green Phase and the Yellow Phase respectively:

- 4.8.1 on site provision of meanwhile uses on the relevant Phase.

4.9 All Phases (except the Green Phase)

This obligation relates to all Phases other than the Green Phase:

- 4.9.1 offer for adoption of the Guided Busway Route.

5 Trigger points for obligations

- 5.1 Trigger points for the delivery of obligations have been agreed between the parties and are set out within the heads of terms document.

CAMBRIDGE NORTH SITE PLAN

- RED PHASE**
 S05 : MOBILITY HUB
 S06 : LABORATORY
 S07 : LABORATORY

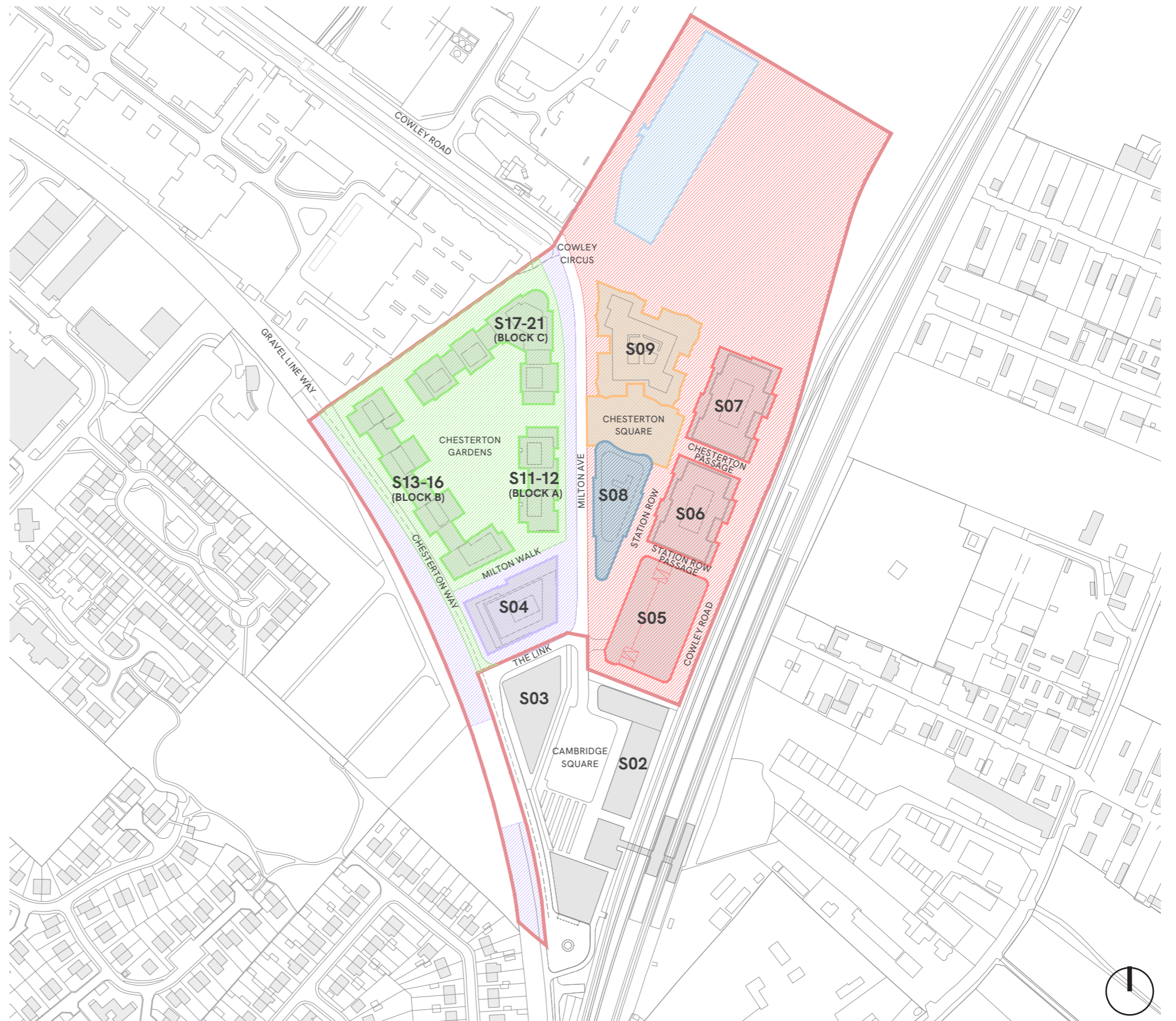
- GREEN PHASE**
 S17-S21 : BUILD TO RENT
 S11-S12 : BUILD TO RENT
 S13-S16 : PRIVATE FOR SALE / AFFORDABLE

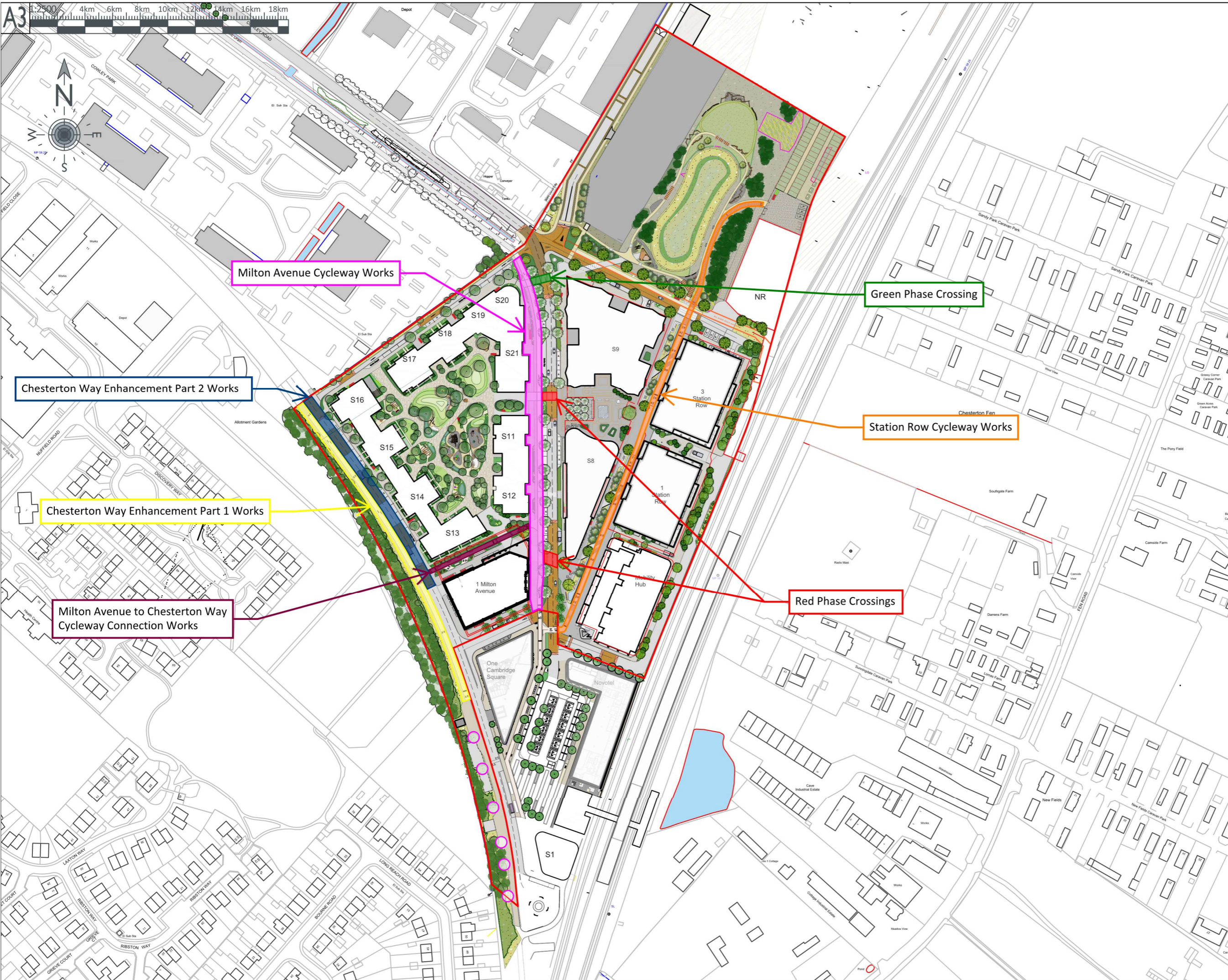
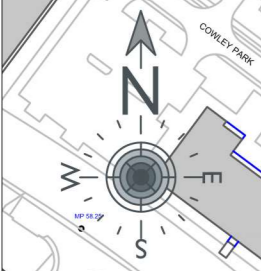
- YELLOW PHASE**
 S09 : LABORATORY

- PURPLE PHASE**
 S04 : OFFICE

- BLUE PHASE**
 S08 : OFFICE

- LIGHT BLUE PHASE**
 TEMPORARY LOGISTICS AREA





NOTES
 These drawings have been produced with reference to the CDM Regulations 2015. Please note that these are pre-construction phase drawings and should be subject to further design risk management as required in accordance with Regulation 9

Based on Robery Myers Associates Drawing No: 630_01(MP)001

| REV | DATE | REVISION NOTE | BY |
|-----|------|---------------|----|
| | | | |

PJA
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 Tower Hill - Bristol
 BS2 0EQ - Tel: 0117 929 8856
 Birmingham - Bristol
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Brookgate
 PROJECT
 Cambridge North

DRAWING TITLE
 Highways S106 Obligations

DRAWING ISSUE STATUS
INFORMATION
 PJA JOB No. SUB.CODE
05425 - TR - 001 - P01
 Revision Letter: P - Prelim / A - Approval / T - Tender / C - Construction
 BIM DRAWING REFERENCE
 05425-TR-A-001-P01-Highways S106 Obligations
 SCALE DRAWN REVIEWED DATE
 A3 @ 1:2500 LB EK 18/05/2023

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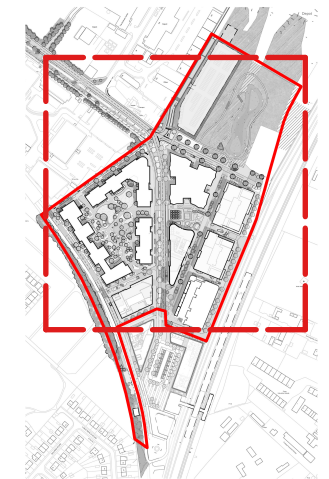


NOTES

DO NOT SCALE FROM THIS DRAWING
 TO BE READ IN COLOUR
 Contractors, sub-contractors and suppliers are to verify any critical dimensions on site prior to commencing work, fabrication or construction of any elements. Any discrepancies or errors must be brought to the attention of Robert Myers Associates.
 All structural elements are shown indicatively. For all elements of structure, refer to structural engineers' and specialist sub-contractor/fabricators' design, detail and specification.
 The drawings are to be read in conjunction with all relevant landscape architect, consultant and specialist drawings.
 This drawing is to be read specifically in conjunction with:
 630_01(MP)001 Landscape Masterplan.

LOCATION PLAN

SCALE: NTS



PURPOSE OF ISSUE

| Rev: | Date: | Drawing Status: |
|------|----------|-----------------|
| P1 | 18.05.23 | FOR PLANNING |

REVISIONS

| Rev: | Date: | Description: |
|------|----------|--------------|
| P1 | 18.05.23 | First Issue |

CAMBRIDGE NORTH

| | | | |
|-------------|----------------|-------------|----|
| Client: | Brookgate Ltd. | | |
| Drawing: | S106 Provision | | |
| Project No: | 630_01 | | |
| Drawing No: | 630_01(MP)025 | | |
| Scale: | 1:1500@ A3 | Rev: | P1 |
| Date: | May 2023 | Drawn: | EH |
| Checked: | JB | PM Checked: | RM |

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P-1
 S106 Provision- Plan
 Scale 1:1500 @ A3

