

DATED

13TH JULY

2023

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL (1)

and

CAMBRIDGESHIRE COUNTY COUNCIL (2)

and

NETWORK RAIL INFRASTRUCTURE LIMITED (3)

and

BROOKGATE LAND LIMITED (4)


Deed pursuant to Section 106 of
the Town and Country Planning Act 1990
in relation to land north
of Cambridge North Station, Cambridge

Planning Application Reference: 22/02771/OUT

Planning Appeal Reference: APP/W0530/W/23/3315611

3C Legal Practice reference S1060022198

We/I certify that this is a true and complete copy
of the original document.

 R. Aston-Tipler

For Mills & Reeve LLP, Solicitors

Ref: 4018560-0012 Botanic House
100 Hills Road

Date: 20 July 2023 Cambridge
CB2 1PH

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THIS DEED is made the 13TH day of JULY 2023

BETWEEN

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("the **District Council**");
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Castle Hill, Cambridge, CB3 0AP ("the **County Council**");
- (3) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company number 02904587) of Waterloo General Office, London SE1 85W ("the **Owner**"); and
- (4) **BROOKGATE LAND LIMITED** (Company number 03914594) of Two Station Place, Cambridge, England, CB1 2FP ("**Brookgate**").

RECITALS

- (A) The Application has been made to authorise the construction and use of the Development pursuant to the Planning Permission upon the Site.
- (B) The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.
- (C) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (D) The Owner is the freehold owner of the Site, part of which is registered at HM Land Registry with Title Absolute under Title Number CB384861 with the remaining part unregistered and subject to a Statement of Truth by Philip John Orman of Network Rail Infrastructure Limited dated 5 June 2023.
- (E) Brookgate has an interest in the Site pursuant to a promotion agreement dated 3 September 2014 between the Owner (1), DB Schenker Rail (UK) Limited (2) and Brookgate (3).
- (F) The County Council is:
 - 1) a local planning authority;
 - 2) the local highway authority for the purposes of the Highways Act 1980;
 - 3) the local education authority;
 - 4) the waste disposal authority; and
 - 5) the library authorityfor the area within which the Site is situated.
- (G) Brookgate submitted the Application to the District Council for the development of the Site.

(H) The District Council failed to determine the Application and Brookgate subsequently submitted the Appeal for determination by the Secretary of State.

(I) The Parties enter into this Deed on the terms set out below.

NOW THIS DEED WITNESSETH:-

1 Definitions and Interpretation

1.1 The following words and phrases (including for the avoidance of doubt contained in the Recitals) shall unless the context otherwise requires bear the following meanings:-

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

"Acts" means Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the parties hereto shall be empowered to enter into this Deed;

"Affordable Housing" housing which meets an identified housing need in the District Council's administrative area and is defined as affordable housing by National Policy subject to such criteria (including as to eligibility, discount, future affordability and recycling or refund of subsidy or grant funding) as may be set out for the relevant tenure in National Policy;

"Affordable Housing Land" means the part or parts of the Site on which the Affordable Housing Units are constructed;

"Affordable Housing Unit" a Dwelling to be provided as Affordable Housing in accordance with Schedule 1;

"Appeal" means the appeal to the Secretary of State following the District Council's failure to determine the Application and which has been given appeal reference APP/W0530/W/23/3315611;

"Application" means the hybrid planning application for:

a) An outline application (all matters reserved apart from access and landscaping) for the construction of: three new residential blocks providing for up to 425 residential units and providing flexible Class E and Class F uses on the ground floor (excluding Class E (g) (iii)); and two commercial buildings for Use Classes E(g) i (offices), ii (research and development) providing flexible Class E and Class F uses on the ground floor (excluding Class E (g) (ii)), together with the construction of basements for parking and building services, car and cycle parking and

infrastructure works and demolition of existing structures.

b) A full application for the construction of three commercial buildings for Use Classes E(g) I (offices) ii (research and development), providing flexible Class E and Class F uses on the ground floor (excluding Class E (g) (iii)) with associated car and cycle parking, the construction of a multi storey car and cycle park building, together with the construction of basements for parking and building services, car and cycle parking and associated landscaping, infrastructure works and demolition of existing structures;

"Approval"	means approval in writing by the District Council (or where appropriate the County Council) or determined by a Specialist acting as a Specialist pursuant to clause 12 and "Approved" shall be construed accordingly;
"BCIS All In Tender Price Index" or "BCIS"	means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd;
"Block"	means one of Block A, Block B or Block C as the context may require and "Blocks" shall be construed accordingly;
"Block A"	means the build to rent block within the Green Phase comprising buildings S11 and S12 shown for identification purposes edged green and labelled S11-12 (Block A) on the Site Plan;
"Block B"	means the open market housing and affordable housing block within the Green Phase comprising buildings S13 to S16 shown for identification purposes edged green and labelled S13-16 (Block B) on the Site Plan;
"Block C"	means the build to rent block within the Green Phase comprising buildings S17 to S21 shown for identification purposes edged green and labelled S17-21 (Block C) on the Site Plan;
"Blue Phase"	means the land shown for identification purposes shaded dark blue and labelled S08 on the Site Plan;
"BtR Unit"	means a Dwelling constructed within Block A or Block C and which is provided on a Build to Rent tenure;
"Building"	means any building constructed as part of the Development;
"Build to Rent"	means purpose-built housing that is typically one hundred per cent rented out which can form part of a wider multi-tenure development comprising either flats or houses but should be on the same site and/or contiguous with the main development. Schemes will usually offer longer tenancy agreements of three years or more and

		will typically be professionally managed stock in single ownership and management control;
"CIL Regulations"		mean the Community Infrastructure Levy Regulations 2010 (as amended)
"Commencement"		means works to commence any part of the Development on the Site by the carrying out of a Material Operation pursuant to the Planning Permission and "Commence" and cognate expressions will be interpreted in accordance with this definition;
"Contributions"		means all the payments listed in the table set out in clause 17 and the term "Contribution" shall be construed accordingly;
"Councils"		means together the District Council and the County Council;
"County Council"		means the party of the second part hereto which shall include its successors in function from time to time;
"Decision Letter"		means the decision letter issued by the Secretary of State confirming whether or not the Appeal is allowed;
"Development"		means the development of the Site pursuant to the Planning Permission;
"District Council"		means the party of the first part hereto which shall include its successors in function from time to time;
"Dwelling"		means a residential unit (within Use Class C3) comprised in the Development constructed pursuant to the Planning Permission and references to "Dwellings" shall be construed accordingly;
"Dwelling Date"	Occupation	means the date of the first Occupation of the relevant number of Dwellings;
"Green Phase"		means the land shown for identification purposes coloured green on the Site Plan including the Blocks;
"Highways Plan"		means the plan labelled "Highways S106 Obligations" appended hereto at Appendix 1 or any variation or substitution thereof submitted by the Owner and Approved by the County Council;
"Implementation"		means implementation of the Planning Permission or any Phase thereof as the context requires by the carrying out of any Material Operation on the Site pursuant to the Planning Permission and "Implement" and "Implemented" and cognate expressions will be interpreted in accordance with this definition;

"Implementation Date"	means the date of Implementation;
"Index"	means the BCIS or RPI as the case may be;
"Index Linked"	means adjusted pursuant to clause 17 and the Indexation Table by reference to either BCIS or RPI to be linked to specified Contributions payments set out herein and the term "Indexation" shall be construed accordingly;
"Indexation Table"	means the table at clause 17 setting out each of the Contributions with the relevant Index to be applied;
"Landscape Plan"	means the plan labelled "S106 Provision" appended hereto at Appendix 1 or any variation or substitution thereof submitted by the Owner and Approved by the District Council;
"Market Unit"	a Dwelling which is not an Affordable Housing Unit nor a BtR Unit and which may be disposed of by the Owner free from any requirement to use and Occupy the same as Affordable Housing;
"Material Operation"	<p>means a material operation within the meaning given to it in Section 56 (2) and (4) of the 1990 Act on the Site pursuant to the Planning Permission save that for the purposes of this Deed the following shall not constitute a material operation:</p> <ul style="list-style-type: none"> (i) works of demolition; (ii) site clearance; (iii) ground investigation or remediation; (iv) archaeological investigation; (v) construction of boundary fencing or hoardings or construction compounds; (vi) noise attenuation works; (vii) ecological works; (viii) construction of temporary highways accesses; (ix) diversion and laying of services and utilities; (x) earthworks; and (xi) any other works agreed in writing with the District Council;
"Mobility Hub"	means the mobility hub forming part of the Development being Building S05 of the Red Phase as shown edged

red and labelled S05 on the Site Plan, which shall accommodate 725 car parking spaces across 5 levels of which 428 car parking spaces shall be rail car parking spaces (replacing the existing rail parking provision on the Site); a further 194 car parking spaces shall be for rail car parking but may be used flexibly for other uses in accordance with the Mobility Hub Car Parking Management Plan until such car parking spaces are required for rail car parking; and a further 103 car parking spaces shall be for the use of the Development;

- "National Policy"** the National Planning Policy Framework issued in July 2021 (including any future version or replacement thereof) and any other relevant policy issued by the Government and stated to be national planning policy;
- "Non-Residential Unit"** means a unit constructed as part of the Development excluding any Dwellings or the Mobility Hub;
- "Occupation"** means occupation (except occupation for construction, fitting out, marketing or site security purposes) and "Occupy" and "Occupied" and cognate expressions will be interpreted in accordance with this definition;
- "Owner"** means the party of the third part hereto which shall subject as herein provided include its successors in title to the Site save that where in the Schedules the term "the Owner" is used by reference to a particular part of the Site, then the meaning of "the Owner" for the purposes of that reference is to the owner of that part of the Site which shall subject as herein provided include its successors in title to that part of the Site;
- "Parties"** means the parties to this Deed which shall include (subject as herein provided) their successors in title and assigns or successors in function from time to time as the case may be and the term "Party" shall be construed accordingly;
- "Phase"** means a phase of development of the Site as identified on the Site Plan;
- "Plan"** means the relevant plan annexed hereto at Appendix 1 or where the context so admits any variation thereof approved in writing by the District Council as appropriate from time to time;
- "Purple Phase"** means the land shown for identification purposes shaded purple on the Site Plan and including the building edged purple and labelled S04 on the Site Plan;
- "Planning Conditions"** means the conditions attached to the Planning Permission and "Planning Condition" shall be construed accordingly;

"Planning Obligations"		means the planning obligations contained in this Deed or where the context so requires any one of them;
"Planning Permission"		means the planning permission that may be granted pursuant to the Appeal and/or any planning permission granted in respect of the Site after the date of this Deed following approval of an application made pursuant to Section 73 of the 1990 Act to vary or release a Planning Condition attached to the Planning Permission;
"Practical Completion"		means unless the context otherwise admits completion of the relevant works evidenced by the issue of a certificate of practical completion by a suitably qualified architect, surveyor or engineer as the case may be and the expressions "Practically Completed", "Complete", "Completion" and "Completed" shall be construed accordingly;
"RPI"		means the Retail Prices Index: All Items published by the Office for National Statistics;
"Red Phase"		means the land shown for identification purposes shaded red on the Site Plan and including the buildings edged red and labelled S05, S06 and S07 on the Site Plan;
"Registered Provider"		means a Provider as defined in Schedule 1 to this Deed;
"Reserved Matters"		means that which is more particularly defined in Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (SI 2015/595) and which details the list of matters reserved for subsequent approval following the grant of outline planning permission such matters to include (where not already detailed and approved pursuant to the relevant outline planning permission) access, appearance, landscaping, layout and scale;
"Reserved Application"	Matters	means the application or applications for approval of Reserved Matters as referred to in the Planning Permission;
"Reserved Approval"	Matters	means the approval issued pursuant to the determination of a Reserved Matters Application;
"Reserved Matters Area"		means a part of the Site in respect of which a Reserved Matters Approval is applied for/obtained (as the context admits);
"Residential Development"		means that part of the Development on the Green Phase comprising Dwellings;
"Schedules"		means Schedule 1 to Schedule 10 to this Deed and the term "Schedule" shall be construed accordingly;

"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 89 of the 1990 Act;
"Senior Representatives"	means in the case of the District Council the Joint Director of Planning and Economic Development and in the case of the Owner its duly appointed representative and in the case of the County Council the Assistant Director: Infrastructure and Growth;
"Site"	means the site on which the Development is to be located shown edged red on the Site Plan;
"Site Plan"	means the plan labelled "Cambridge North Site Plan" appended hereto at Appendix 1;
"Specialist"	has the meaning given to it in clause 12.3;
"Trigger Event"	means the times specified in this Deed for payment of each of the Contributions or part thereof or performance of a Planning Obligation which may: <ul style="list-style-type: none"> (a) be by reference to the Implementation Date or Dwelling Occupation Date(s) or other specified time periods; or (b) require payment or performance either fully or by specified instalments;
"Working Day"	means Monday to Friday (inclusive) except Good Friday Christmas Day and public and bank holidays from time to time in England;
"Yellow Phase"	means the land shown for identification purposes shaded yellow on the Site Plan including the building edged yellow and labelled S09 on the Site Plan;

- 1.2 Any covenant by the Owner or the Councils not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 1.3 Any references to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it (except where specified).
- 1.4 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 1.5 Where reference is made to an appendix, clause, drawing, part, plan, paragraph, recital or schedule such reference (unless the context requires otherwise) is a reference to an appendix, clause, drawing, part, plan, paragraph, recital or schedule of or (or in the case of a plan or drawing) attached to this Deed.

- 1.6 In this Deed the singular includes the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.
- 1.7 The defined terms at the beginning of each of the Schedules to this Deed shall apply equally to the interpretation of the rest of this Deed unless the context otherwise requires.
- 1.8 In this Deed the term "including" shall mean "including without limitation" and "include" and "includes" shall be construed accordingly.
- 1.9 Where a Building is identified in this Deed by reference to the letter "S" followed by a number, the Building is to be identified by reference to the buildings as labelled on the Site Plan and where reference is made to a Block it shall be construed to include the land on which the Block is or is to be constructed.

2 Planning Obligations

- 2.1 This Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Owner whether pursuant to Section 106(3)(b) of the 1990 Act or otherwise are entered into with the intent that the same shall be enforceable by the Councils as herein provided not only against the Owner but also (subject as provided in this Deed) against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner a freehold or leasehold or other such interest or estate created hereafter in the Site or any part or parts thereof in the case of all of the Planning Obligations as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the freehold or leasehold or other such interest or estate for the time being held by that person.

3 Legal Basis

- 3.1 The obligations in this Deed are made under Section 106 of the 1990 Act with the intention that they should bind the Owner's freehold interests in the Site (or where stated in this Deed the relevant part thereof) and are planning obligations for the purposes of the 1990 Act and are enforceable by the Councils as local planning authorities subject as herein provided.
- 3.2 The obligations in Schedule 1 to Schedule 6 inclusive are enforceable by the District Council in each case pursuant to their statutory functions and otherwise by the terms of this Deed.
- 3.3 The obligations in Schedule 6 to Schedule 9 inclusive are enforceable by the County Council pursuant to its function as highway and transport authority, waste disposal authority, education authority and library and life learning authority.
- 3.4 The District Council covenants to comply with the obligations on its part contained within the Schedules and such obligations are entered into by the District Council pursuant to its functions as local planning authority.
- 3.5 The County Council covenants to comply with the obligations on its part contained within the Schedules and such obligations are entered into by the County Council pursuant to its functions as local planning authority, highway and transport authority, waste disposal authority, education authority and library and life learning authority.

3.6 Brookgate acknowledges that this Deed has been entered into by the Owner with its consent PROVIDED THAT Brookgate shall have no liability under this Deed (save in respect of clause 18.1) unless it exercises its option and takes an interest in the Site or a part thereof in which case it too will be bound by the obligations in this Deed as a person deriving title from the Owner to the Site or relevant part thereof.

4 Entry Into Effect

4.1 Subject to clause 4.2 this Deed shall come into effect upon the grant of the Planning Permission.

4.2 The obligations in:

4.2.1 clauses 1-4, 6.1, 6.3, 6.4, 7-9, 11-20 shall take effect immediately on completion of this Deed;

4.2.2 clauses 5, 6.2, 6.5 and 10 and the Schedules shall take effect on Implementation.

4.3 For the avoidance of doubt it is hereby agreed and declared that in the event of the Appeal being dismissed, or the Planning Permission being quashed as a result of legal proceedings, or lapsing without having been Implemented, or being revoked otherwise than at the request of or with the consent of the Owner then:

4.3.1 this Deed shall absolutely determine and become null and void save for this clause which shall remain enforceable; and

4.3.2 any Contributions paid by the Owner pursuant to the obligations in the Schedules which have not been used or committed to be spent (where applicable by a legally binding contract) for the purpose for which they were paid shall be paid by the Councils to the party who made the payment.

4.4 None of the Parties' obligations in this Deed shall be triggered by any Implementation of the Development intentional or otherwise by the District Council or the County Council.

4.5 If in determining the Appeal, the Secretary of State expressly states in the Decision Letter that any Planning Obligation in whole or in part:

4.5.1 is not a material planning consideration; or

4.5.2 can be given no weight in determining the Appeal; or

4.5.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations (or successor legislation or provision)

then to that extent such Planning Obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed, save as set out in the Decision Letter.

5 No Encumbrances

5.1 The Owner HEREBY COVENANTS with the Councils that once the Planning Permission has been Implemented it will not enter into any covenant or agreement

relating to any part of the Site whose effect would be to preclude the carrying out of the Planning Obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this clause will not prevent any disposal or dealing by the grant of lease or otherwise from developing any part of the Site in accordance with a planning permission (other than the Planning Permission).

6 General Provisions

- 6.1 IT IS HEREBY AGREED AND DECLARED that the covenants on behalf of the Owner to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry by the District Council for the purposes of the Local Land Charges Act 1975 (as amended) PROVIDED THAT if the Planning Permission expires, lapses or is revoked or if all the Planning Obligations have been discharged the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 and on receipt of an application from or on behalf of the Owner the District Council shall cancel the registration.
- 6.2 Subject as herein provided, the Owner covenants with the Councils to carry out and observe the Planning Obligations PROVIDED THAT in relation to the Planning Obligations contained in the Schedules which are expressed (whether expressed explicitly or implicitly) to take effect on or after Implementation the Owner shall not be liable to carry out or observe those Planning Obligations until Implementation shall have occurred.
- 6.3 The Councils will on written request from the Owner (and where such request has been made by any successor in title of the whole or any part of the Site this will be subject to payment of the Councils' reasonable costs and expenses) use their reasonable endeavours to certify within ten (10) Working Days whether or not an obligation under this Deed has been satisfied.
- 6.4 Nothing in this Deed shall be construed as granting consent under the Highways Act 1980 to any party or its/their agents or servants from time to time to carry out works on a highway for which the County Council is the highway authority or as requiring that any works be carried out on land not being within the Site or within public highway.
- 6.5 The Owner hereby agrees to give separately to each of the Councils written notice of any change in ownership of their interests in the Site occurring before all the Planning Obligations under this Deed have been discharged and that such notice will be provided to the Councils within ten (10) Working Days following such change in ownership and such written notice will give the Councils details of the name and address of the current and new owner of such interests together with details of the part of the Site to which each of their interests apply save that such obligation will not apply to the disposal of a Dwelling or other unit of occupation within the Development nor to any disposal to a utility provider or similar Site infrastructure service provider nor any disposal by way of charge or mortgage nor the creation of any right or easement over the Site.

7 No Waiver

- 7.1 No waiver (whether express or implied) by the Councils of any breach or default by the Owner in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said covenants,

undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof.

8 Financial Provisions

8.1 In the event of any delay in paying a Contribution or the Strategic Transport Contribution the relevant payment shall:

8.1.1 then be a debt due to the District Council or the County Council as appropriate and recoverable by action; and

8.1.2 thereafter be liable to interest thereon calculated on a daily basis at a daily rate of $1/365^{\text{th}}$ of the annual rate of interest of four (4) per centum per annum greater than the Barclays Bank plc. base rate in force from time to time from the due dates as specified in the Schedules until the date of payment thereof ("Interest").

8.2 It is agreed between the Parties that if the District Council or the County Council as appropriate at any time after the date hereof commence the provision of or provide in whole or in part any of the facilities or infrastructure in respect of which a Contribution is to be made under the terms of the Schedules to this Deed such provision shall not discharge the obligation to make the relevant Contribution and it is further agreed for the avoidance of doubt the advanced provision of such facilities or infrastructure shall not require the payment of the related Contribution any earlier than required under the terms of the relevant Schedule nor shall it increase the amount of any such Contribution nor shall it be a use or commitment for the purpose of clause 4.3.2.

8.3 If any Contribution is not made on the due date for payment (whether demanded or not) then Indexation shall continue to accrue in respect of such Contribution or such part thereof until the date of actual payment but subject to the proviso that if the Indexation for the period following the due date for payment is more than the relevant Interest figure that would otherwise be due for late payment in accordance with clause 8.1 above then the Indexation, rather than the relevant Interest figure will be payable for such period. If the Interest for late payment following the due date for payment is higher than the Indexation for the period following the due date for payment then Interest rather than Indexation will be payable for such period.

8.4 The County Council and the District Council respectively shall make available to the Owner such information to provide in response to a request from the Owner as to how the Contributions and accrued interest thereon have been or are being spent or committed.

8.5 In respect of each Contribution, the Councils may apply all or any part of that Contribution they receive to costs already incurred at the date of payment in pursuit of the specific purpose for the relevant Contribution as specified in this Deed.

9 Severability

9.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such

clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained herein.

10 Verification and Enforcement

- 10.1 The Owner shall permit the Councils and their authorised employees and agents upon advanced written reasonable notice (save in the event of an emergency) to enter the Site (save for any occupied buildings and their curtilages) at all reasonable times and subject to such reasonable terms as may be imposed as to safety, solely for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

11 Modifications to be Noted on this Deed

- 11.1 In the event of the Planning Obligations being modified a note or memorandum thereof shall be endorsed upon this Deed by the Councils.

12 Disputes

- 12.1 In the event of any dispute between the Owner and the Councils or between the Owner, or the County Council, or the District Council relating to or arising out of the terms of this Deed any party to such dispute may invite any other such party to resolve the dispute by a meeting of Senior Representatives or mediation in such manner as the parties agree.

- 12.2 Subject to clause 12.1 and to any dispute not being resolved under those provisions or subject to the Parties' failure to agree to the form of dispute resolution within ten (10) Working Days of the invitation referred to in clause 12.1 above any party may give to the others written notice requiring the dispute to be determined under this clause 12 and such notice shall be valid only where it:

12.2.1 specifies the nature and substance of the dispute;

12.2.2 specifies an appropriate Specialist; and

12.2.3 specifies the relief sought in relation to the dispute.

- 12.3 For the purposes of this clause 12 a "**Specialist**" is a person qualified to act as an expert in the field of the dispute having not less than fifteen (15) years' professional experience in relation to developments of the nature and size of the Development.

- 12.4 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President or next most senior available officer of the Law Society of England and Wales who shall have the power (with the right to take such further advice as he may require) to determine the appropriate type of Specialist.

- 12.5 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist and such President or officer shall have the power (with the right to take such further advice as he may require) to determine and nominate the appropriate Specialist or to arrange his nomination provided that if no such organisation exists or the parties cannot agree the identity of the organisation then the Specialist is to be nominated by the President or next most senior available officer of the Law Society of England and Wales.

- 12.6 The Specialist is to act as an independent expert and:
- 12.6.1 any party may make written representations to the Specialist within fifteen (15) Working Days of his appointment and will copy the written representations to all the other parties (save for any party who has indicated in writing a desire not to be involved in the dispute);
 - 12.6.2 each party is to have a further fifteen (15) Working Days from receipt of the other parties' written representations to make written comments on the other parties' representations and will copy such written comments to all the other parties;
 - 12.6.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
 - 12.6.4 the Specialist is not to take oral representations from the parties without giving all parties the opportunity to be present and to give evidence and to cross examine all other parties who give evidence;
 - 12.6.5 the Specialist is to have regard to all representations and evidence before him when making his decision which is to be given in writing and is to give reasons for his decision;
 - 12.6.6 the Specialist is to use all reasonable endeavours to publish his decision within forty (40) Working Days of his appointment; and
 - 12.6.7 save in the case of manifest error the decision of the Specialist shall be final (save where it is stated to be an interim or provisional decision) and binding on the Parties.
- 12.7 Responsibility for the costs of referring a dispute to a Specialist under this clause 12 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist and the Specialist shall be entitled to order that the reasonable legal and professional costs incurred by any party in connection with the reference of the dispute to the Specialist shall be paid by any party or parties to the dispute in whatever proportions the Specialist shall decide and the decision of the Specialist in this respect and as to the amount of such costs as it is reasonable for any party to pay to another party shall be final and binding on the Parties.
- 12.8 If the Specialist nominated pursuant to this clause 12 shall die or decline to act another Specialist shall be appointed in his place.
- 12.9 This clause 12 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.
- 12.10 This clause 12 does not apply to any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion pursuant to this Deed.
- 13 Reasonableness**
- 13.1 Except where expressly stated to the contrary where under this Deed any approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any Party or any response is requested

any such approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed PROVIDED THAT nothing in this Deed (save for clauses 3.4-3.5, 6.3, 8.1, 12 and the covenants given by the Councils in the Schedules hereof which will be binding on the Councils as contracting parties of this Deed) shall prejudice or affect the rights, powers, duties and obligations of the Councils in the exercise by each or all of them of their statutory functions and the rights, powers, duties and obligations of the Councils under private or public statutes, byelaws, orders and regulations may be as fully and effectively exercised as if they were not parties to this Deed.

14 Notices

14.1 Any notice to be served in accordance with this Deed shall be validly served if:

14.1.1 served in accordance with Section 196 of the Law of Property Act 1925 except that notwithstanding such provision:

- (i) any notice to be served on the District Council shall be addressed to the Joint Director of Planning and Economic Development – Development Management and in the case of the County Council to be addressed to the Assistant Director: Infrastructure and Growth at their addresses specified above and shall quote the reference numbers referred to in the definitions of “Application” and “Appeal” in clause 1.1 hereof;
- (ii) the Parties agree that service using electronic communication shall not be a valid means of service for any process under the provisions of this Deed save as set out in paragraph 14.1.1(iii) below in respect of the Owner;
- (iii) any notice to be served on the Owner shall be addressed to the address set out at the beginning of this Deed and sent to notices@networkrail.co.uk; and
- (iv) any notice to be served on the other Parties shall be addressed to the address set out at the beginning of this Deed or any different name and address subsequently notified in writing to the other Parties.

15 Deed Governed by English Law

15.1 This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

16 Contracts (Rights of Third Parties) Act 1999

16.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to this Deed (other than parties deriving title to the Site or part thereof) and for the avoidance of doubt the terms of this Deed may be varied by agreement between the Parties without the consent of any third party being required.

17 Indexation

- 17.1 All Contributions shall be adjusted in accordance with the table set out below and by a percentage increase (if any) shown in the BCIS or RPI (as the case may be) from the base date in Column 3 to the date of payment of the sum or instalment of the sum in question.

Payment	Index	Base Date
Cambridgeshire Guided Busway Contribution	BCIS	Date of this Deed
Cowley Road Improvement Contribution	BCIS	Date of this Deed
Early Years Contribution	BCIS	Q1 2020
Household Waste Receptacles Contribution	RPI	Date of this Deed
Household Waste Recycling Centre Contribution	RPI	Date of this Deed
Library Contribution	BCIS	Date of this Deed
Primary Healthcare Contribution	BCIS	Date of this Deed
S.106 Monitoring Contribution	RPI	Date of this Deed
Secondary School Contribution	BCIS	Q1 2020
SEND Contribution	BCIS	Q1 2020
Sports Hall Contribution	BCIS	Date of this Deed
Swimming Pool Contribution	BCIS	Date of this Deed

18 Notices and Legal Fees

- 18.1 Brookgate shall pay to the District Council and to the County Council on completion of this Deed (if not already paid) their respective reasonable legal costs and disbursements incurred in the negotiation, preparation, execution and completion of this Deed.
- 18.2 The Owner shall serve notice of the intended Implementation Date separately on each of the Councils at least fifteen (15) Working Days prior to the Implementation Date.
- 18.3 In respect of each Phase the Owner shall serve notice of the intended date of Commencement for that Phase separately on each of the Councils at least fifteen (15) Working Days prior to the Commencement on that relevant Phase.
- 18.4 The Owner shall serve notice separately on each of the Councils at least fifteen (15) Working Days prior to each of the following:
- 18.4.1 the date of Commencement of the first Dwelling to be constructed on the Residential Development;
- 18.4.2 first Occupation of the first Dwelling of the Residential Development;

18.4.3 the first Occupation of the last Dwelling and

18.4.4 each Trigger Event.

19 Release and Discharge

19.1 No person shall be liable contractually or statutorily for any breach of a Planning Obligation or other covenant or provision contained in this Deed after it shall have parted with any relevant interest in the Site or part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach arising prior to parting with such interest. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer thereof or of part thereof will constitute an interest for the purposes of this clause.

19.2 The covenants and obligations under this Deed shall not be binding on nor enforceable against the following including their successors in title (nor the interest(s) in or part(s) of the Site held by such party):

19.2.1 any statutory undertaker or utility service provider which acquires any part of the Site or an interest in it for the purposes of its statutory undertaking or utility service;

19.2.2 any Registered Provider whose interest in the Site is limited to the Affordable Housing Land or part thereof (save for the obligations in Schedule 1 and paragraph 1 of Part 12 of Schedule 9 in in so far as they relate such interest);

19.2.3 any person to whom a Registered Provider grants a leasehold interest in an Affordable Housing Unit (save for the obligations in paragraph 4.1 of Schedule 1 in so far as they relate to the interest held by such person);

19.2.4 any person acquiring an Affordable Housing Unit pursuant to a statutory right to buy or acquire or any occupier or leaseholder of a Shared Ownership Dwelling who has staircased to one hundred per cent (100%) under any statutory or contractual right;

19.2.5 any person who takes an interest in a First Home (save for the obligations in paragraph 4.1 of Schedule 1 and Appendix 4 in so far as they relate to the interest held by such person until such time as such obligations cease to apply to such First Home in accordance with the terms of Appendix 4);

19.2.6 any leasehold owner, occupier or tenant of any Market Units;

19.2.7 the freehold owner of the Market Units (save for the obligations in paragraph 1 of Part 12 of Schedule 9 in so far as they relate to such interest);

19.2.8 any leasehold owner, occupier or tenant of any BiR Units;

19.2.9 the freehold owner of the BiR Units (save for the obligations in Schedule 2 and paragraph 1 of Part 12 of Schedule 9 in so far as they relate to such interest);

19.2.10 any mortgagee of a Registered Provider (subject to first complying with paragraph 5 of Schedule 1) or any receiver appointed by such mortgagee;

- 19.2.11 any First Home Mortgagee (as defined in Schedule 1) (subject to first complying with paragraph 14 of Appendix 4) or any receiver appointed by such mortgagee;
 - 19.2.12 any owner, occupier or tenant of a Non-Residential Unit save for the obligations in paragraph 2 of Part 12 of Schedule 9 in so far as they relate to such Non-Residential Unit;
 - 19.2.13 save for the obligations in Part 8 of Schedule 9 any owner, occupier or tenant of the Mobility Hub;
 - 19.2.14 any management company which takes a leasehold interest in the Site (save for the ongoing management obligations in paragraph 3.4 of Schedule 4 and paragraph 2.4 of Schedule 5, in each case insofar as such management company takes an interest in the relevant parts of the Site); and
 - 19.2.15 any party taking an interest in the Site by way of or pursuant to a licence or right or easement only.
- 19.3 For the avoidance of doubt nothing in this Deed shall restrict or prevent any party from requesting or applying for a discharge or modification of the Planning Obligations contained in this Deed at any time.
- 19.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission save that for the avoidance of doubt if a condition attached to the Planning Permission is varied or released following an application made pursuant to Section 73 of the 1990 Act or pursuant to an appeal under the 1990 Act relating to such an application then the covenants and provisions of this Deed shall be deemed to apply to the varied planning permission and to any development carried out pursuant to the varied planning permission and the definition of Planning Permission shall be construed accordingly.
- 19.5 Without prejudice to the requirements of Section 106A of the 1990 Act the Parties agree and declare that the Planning Obligations in this Deed can and can only be waived, varied or released by consent of the Councils following a request by persons against whom an obligation is enforceable and subject to the completion of a deed with that person and anyone else capable of being bound by the terms of that obligation and able to give effect to the waiver, variation or release.
- 19.6 It is hereby agreed by the Parties that any agreement, approval, approval of Reserved Matters, discharge or compliance with condition issued or given by the Councils or any of them pursuant to the Planning Permission shall be taken to be Approved under this Deed.
- 19.7 It is hereby agreed by the Parties that in relation to any agreement, Approval, approval of Reserved Matters, discharge or compliance with condition required to be given under the provisions of this Deed by the Councils no deemed approval shall be implied or given in the absence of an express written Approval and or consent.
- 19.8 Any mortgage or charge over the Site or any part of it created following completion of this Deed shall take effect subject to this Deed PROVIDED THAT any such mortgagee or chargee with an interest in the Site from time to time shall have no liability under this Deed unless it takes possession of the Site or any part of it pursuant to the relevant

mortgage or charge in which case it too will be bound by the Planning Obligations as if it were a person deriving title from the Owner.

20 Community Infrastructure Levy

- 20.1 If after the date of this Deed there shall be enacted any "tax" related to the Planning Permission or Reserved Matters Approvals (whether the Community Infrastructure Levy or otherwise) and the terms of such tax mean that any obligations under this Deed or any condition attached to the Planning Permission change or the Owner must pay a sum to any person (whether to HM Government or to the Councils or otherwise) which would duplicate, add to or overlap with any obligation of a Party under this Deed then the Parties agree that the terms of this Deed may at the election of the Party affected be modified (to be effected by way of a deed of variation to this Deed only) to such extent (if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Deed as at the date that they are entered into.

IN WITNESS whereof the Parties hereto have executed this Deed the day and year first before written

Schedule 1

Affordable Housing

In this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

“Additional First Homes Contribution” means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 8, 9 or 14 of Appendix 4, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

“Affordable Housing Delivery Plan” a scheme for the delivery of Affordable Housing within Block B to comprise:

- (a) the quantum of Affordable Housing Units being 40% of the Dwellings to be provided in Block B (which for the avoidance of doubt does not contain any Dwellings to be provided as Build to Rent);
- (b) the tenure mix for the Affordable Housing being the Default Tenure Mix subject to any variation to the mix as may be proposed by the Owner and agreed in writing by the District Council;
- (c) the size, type (including the number of bedrooms), tenure, distribution, layout and specification of the Affordable Housing Units;
- (d) the process to be followed by the Owner in seeking any variation to the Affordable Housing Delivery Plan following its original Approval; and
- (e) in relation to any Discounted Market Sale Dwellings:

- (i) the eligibility criteria for Eligible Persons which criteria shall have regard to average local incomes and local house prices; and
- (ii) a form of Deed of Covenant to be entered into between the purchaser and seller on the first (and subsequent) sale(s) of a Discounted Market Sale Dwelling and the form of title restriction to be registered on the title of each Discounted Market Sale Dwelling to prevent the Disposal of the Discounted Market Sale Dwelling without a conveyancer's certificate confirming the terms of the Deed of Covenant have been complied with; and
- (iii) such other requirements and details as the District Council may acting reasonably request;

"Affordable Rented Units" Affordable Housing Units which meet all of the following conditions unless otherwise agreed in writing with the District Council:

- (a) the rent is set:
 - (i) in accordance with the Government's rent policy for social rent; or
 - (ii) at the lower of:
 - (A) rent that is at least 20% (twenty per cent) below local market rents (including service charges where applicable); and
 - (B) the levels set out for South Cambridgeshire in paragraph 8 of Annex 11 of the Greater Cambridge Housing Strategy 2019-2023; or
 - (iii) at such alternative rent level as may be agreed in writing between the Owner and the District Council from time to time having regard to relevant and up to date National Policy at that point in time;
- (b) the landlord is a Provider;
- (c) it includes provisions to remain at an affordable price for future eligible households, or for any subsidy to be recycled for alternative affordable housing provision;
- (d) all Affordable Rented Units to be let in accordance with the Local Lettings Plan and through the choice-based lettings scheme, known as 'Home-Link', or its successor and to the extent of any inconsistency between the two documents the Local Lettings Plan shall take precedence;

"Armed Member"	Services	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
"Choice Based Lettings"		means an integrated electronic allocations system known as Home-Link or such other system as replaces it from time to time and operated pursuant to any agreement to which the District Council is a party for the allocation of affordable rent and/or social rent dwellings;
"Compliance Certificate"		means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 2 of Appendix 4 applies the Eligibility Criteria (Local);
"Deed of Covenant"		<p>in relation to each Discounted Market Sale Dwelling a deed of covenant to be entered into at the first point of sale of that Discounted Market Sale Dwelling to ensure that the discount below OMV is preserved on all future sales and as a minimum such deed of covenant shall include the following provisions:</p> <ul style="list-style-type: none"> (a) for each subsequent sale the process for establishing the OMV by an independent RICS qualified surveyor; (b) the mechanism by which the discount below OMV at the first point of sale shall continue to be preserved on future re-sales; and (c) an obligation on the vendor to comply with the District Council's qualification procedure as set out in the relevant Approved Affordable Housing Delivery Plan to provide first priority on re-sale to Eligible Persons before such Discounted Market Sale Dwelling is marketed on the open market;
"Default Tenure Mix"		a tenure mix for the Affordable Housing Units of 70% Affordable Rented Units and 30% Intermediate Tenure Units (which 30% shall where required by the Secretary of State in his Decision Letter be made up of 25% First Homes and 5% other Intermediate Tenure Units);
"Discount First Homes Market Price"		means a sum which is the Market Value discounted by at least thirty percent (30%);
"Discounted Market Sale Dwellings"		Dwellings purchased from time to time at a discount of at least 20% below the OMV of the relevant Dwelling by an Eligible Person and with provision in place to ensure the Dwelling remains at a discount for future Eligible Persons and unless otherwise agreed in writing between the Owner and the

District Council this form of discount provision shall be contained in a Deed of Covenant between the relevant vendor and purchaser with an appropriate restriction on the title of the relevant Dwelling the details and form of which shall be in accordance with the relevant Approved Affordable Housing Delivery Plan;

"Disposal"		a sale by freehold transfer or the grant of a long lease and "Disposed" and "Dispose" shall be construed accordingly;
"Eligibility (Local)"	Criteria	means criteria (if any) published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) (ii) and (iii) below are met: (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;
"Eligibility (National)"	Criteria	means criteria which are met in respect of a purchase of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);
"Eligible Persons"		in relation to Discounted Market Sale Dwellings a person who meets the eligibility criteria agreed as part of the Approved Affordable Housing Delivery Plan or such other person as the District Council may otherwise approve as may be relevant and appropriate at the time;
"Exempt Disposal"		means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; or
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 14 of Appendix 4 shall apply to such sale);

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 13 of Appendix 4;

“First Homes”

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount First Homes Market Price and which on its first First Homes Disposal does not exceed the Price Cap;

“First Homes Disposal”

means the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraph 13 of Appendix 4;
- (b) a transfer of the freehold or the grant or assignment of a long leasehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation or an assignment of such interest thereafter except where the transfer or grant or assignment is to a First Homes Owner;
- (c) an Exempt Disposal;

and “First Home Disposed” and “First Home Disposing” and “First Homes Dispose” shall be construed accordingly;

First Home Mortgagee”

means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home;

"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: <ul style="list-style-type: none"> (a) the developer; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freeholder a tenant or sub-tenant of a permitted letting under paragraph 13 of Appendix 4;
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
"Home-Link"	means the choice-based lettings scheme for the time being in force (or any alternative scheme achieving the same outcome) which the District Council and registered providers use for the allocation of homes for affordable rent and social rent dwellings;
"Homes England"	means the Homes and Communities Agency trading as Homes England as the executive non-departmental public body sponsored by the Department for Levelling Up, Housing and Communities;
"Income Cap (Local)"	means such local income cap as set out in the Greater Cambridge – A First Homes Interim Position Statement published by the District Council on 30 March 2022 therein called "Household Income Cap" or such successor document or as may otherwise be designated and published by the District Council from time to time and is in force at the time of the relevant disposal of the First Home;
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;
"Intermediate Tenures"	in relation to Affordable Housing means Shared Ownership Dwellings, Discounted Market Sale Dwellings, Rent to Buy Dwellings or First Homes or such other intermediate tenures as identified in National Policy from time to time;
"Intermediate Tenure Units"	Affordable Housing Units with an Intermediate Tenure;
"Local Lettings Plan"	a local lettings plan operated by the District Council and to be entered into between the District Council and the Owner whereby Affordable Housing Units that are to be transferred to a Provider are allocated to eligible households;

"Key Worker"	means such categories of employment as shall meet the District Council's criteria as shall fall within the parameters of paragraph 4.19 of the Greater Cambridge – A First Homes Interim Position Statement published by the District Council on 30 March 2022 or such successor document or as may otherwise be designated and may be published by the District Council from time to time and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement key worker criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal;
"Local Connection Criteria"	means those person(s) having a connection which meets the criteria within paragraphs 4.21 to 4.27 of the Greater Cambridge – A First Homes Interim Position Statement published by the District Council on 30 March 2022 or such successor document or as may otherwise be designated and may be published by the District Council from time to time and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such local connection criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal;
"Market Value"	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation;
"Nominations Agreement"	an agreement to be entered into between the relevant Provider and the District Council in relation to Affordable Housing Units in Block B (other than any First Homes or Discounted Market Sale Dwellings) which grants the District Council nomination rights for the Occupation of such Affordable Housing Units such rights to allow the District Council to nominate Qualifying Persons for such Affordable Housing Units comprising an initial allocation of each such Affordable Housing Unit of 100% and with subsequent allocations being proportioned as to:- the District Council 75%; and the Provider 25% PROVIDED ALWAYS that subject to the District Council not being in breach or default of any of their statutory obligations the District Council may from time to time in its absolute discretion and either on a temporary or permanent basis in relation to the Affordable Housing Units accept a lesser nomination percentage;
"OMV"	open market value being the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently acting in good faith and without compulsion;

- "Price Cap"** means the amount for which the First Home is sold after application of the Discount First Homes Market Price which on its first First Homes Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
- "Provided"** in this Schedule 1 "Provided" shall mean:
- provided as Practically Completed Affordable Housing Units available and ready for occupation (including access from the Affordable Housing Unit to and from a highway, parking space(s), service areas, walkways, and other normal domestic facilities in each case as may be included within Block B for the relevant Affordable Housing Units) in relation to which (other than in the case of First Homes or Discount Market Sale Dwellings) a contract for the Disposal to a Provider has been completed;
- "Provider"** a registered provider as defined in the Housing and Regeneration Act 2008 (or as may be amended or replaced) or such other organisation as the District Council shall agree can purchase manage and sell the Affordable Housing Units;
- "Qualifying Person"** means either:
- (a) an individual who satisfies the District Council that he or she is in "housing need" as defined by and/or described in the District Council's latest adopted policies (so far as may be relevant) prior to the grant of any tenancy or any agreement for a tenancy ; and/or
 - (b) an individual who is recorded on the current list (if any) of Qualifying Persons (deemed pre-certificated by the District Council provided by the District Council provided that the circumstances of the Qualifying Person shall not have materially changed from the date of the certificate or the date of such list (as the case may be) to the date of grant of a tenancy such that he or she would cease to be in housing need (as defined) or on the District Council's list; and/or
 - (c) an individual who is currently enrolled on the Choice Based Letting Scheme for housing allocations as administered by or on behalf of the District Council; and/or
 - (d) in the case of an Affordable Housing Unit to be disposed of by way of a shared ownership lease an individual registered with a Provider (or registered on an alternative eligibility scheme agreed with the District Council and which scheme is intended to achieve similar results to the former help to buy scheme); and/or

(e) any other persons or categories of person agreed in writing between the District Council and the Provider;

"Rent to Buy Dwellings" unless otherwise agreed a Dwelling made available to rent with a shorthold tenancy between 6 months and 5 years in duration at a discount of at least 20% below local market rents during which tenancy the tenant shall have the option to acquire the freehold interest in the Dwelling or a part of the freehold under a shared ownership scheme;

"SDLT" means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

"Shared Dwellings" Ownership unless otherwise agreed in writing with the District Council a Dwelling (which may previously have been a Rent to Buy Dwelling) purchased on a shared equity basis whereby not more than 75% and not less than 10% of the equity in the relevant Dwelling is initially sold to the purchaser by the Provider with the flexibility to increase their degree of ownership to 100% if they so wish and in respect of which rent is payable on the remaining equity at a level no greater than that equivalent to that obtained by applying the current Homes England rent rate applicable at the relevant time to the market value of the remaining equity. The percentage of equity initially to be sold shall be set having regard to local incomes and the Owner shall have regard to good practice issued by Homes England from time to time;

"Valuer" means a member or fellow of the Royal Institution of Chartered Surveyors being a registered valuer appointed by the First Homes Owner and acting in an independent capacity;

The Owner covenants with the District Council in relation to and so as to bind Block B of the Green Phase only:

1 Affordable Housing Provision

1.1 No less than 40% of the total Dwellings to be provided within Block B shall be Affordable Housing Units in accordance with the provisions of this Deed;

2 Affordable Housing Delivery Plan

2.1 not to submit any Reserved Matters Application for Block B and separately not to commence construction of any Dwelling within Block B until the Affordable Housing Delivery Plan has been submitted to and Approved by the District Council; and

2.2 unless otherwise agreed with the District Council to Provide the Affordable Housing Units within Block B in accordance with the Approved Affordable Housing Delivery Plan for Block B;

3 Control on Occupation in Block B

3.1 Not to Occupy any Affordable Housing Unit in Block B until:

3.1.1 the identity of the Provider relating to the Affordable Housing Units to be disposed of to a Provider within Block B has been Approved by the District Council; and

3.1.2 the Nominations Agreement and Local Lettings Plan relating to the Affordable Housing Units to be disposed of to a Provider within Block B have been completed and is in force;

3.2 Not to Occupy any Market Units in Block B until the Affordable Housing Units within Block B have been Provided;

4 Affordable Housing Occupation

4.1 So as to bind Block B and as to be enforceable against each Affordable Housing Unit within Block B separately:

4.1.1 Subject to paragraph 5 and clause 19 and the terms of Appendix 4 not to Occupy the Affordable Housing Units within Block B other than in accordance with the Approved Affordable Housing Delivery Plan and not to permit an Affordable Housing Unit within Block B to be Occupied other than in accordance with the relevant Affordable Housing tenure approved for that Affordable Housing Unit within the Approved Affordable Housing Delivery Plan provided that:

(i) (subject to the prior written Approval of the District Council) the Owner may from time to time vary any Approved Affordable Housing Delivery Plan; and

(ii) a Rent to Buy Dwelling can be Occupied as a Shared Ownership Dwelling in accordance with the terms applicable to the relevant Rent to Buy Dwelling;

4.1.2 where the Approved Affordable Housing Delivery Plan identifies one or more Affordable Housing Units as a First Home, the provisions of Appendix 4 shall apply to such First Homes.

5 This paragraph 5 applies in connection with all Affordable Housing Units other than First Homes (which are controlled by Appendix 4). The provisions in this Schedule shall not be binding on a mortgagee or chargee of a Provider (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units (other than First Homes) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

5.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the relevant Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the relevant Affordable Housing Unit(s) to another Provider or to the District Council for a

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

- 5.2 if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Unit(s) free from the provisions in this Schedule which provisions shall determine absolutely in so far as they relate to the relevant Affordable Housing Unit(s).

Schedule 2

Build to Rent

In this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Affordable Dwelling Clawback Amount" means a sum of money to be paid to the District Council in the event of a Clawback Disposal of any Affordable Private Rent Unit which shall be calculated using the following formula:

$$\text{Affordable Dwelling Clawback Amount} = D \times E$$

Where:

D is the price at which the BtR Unit withdrawn as an Affordable Private Rent Unit are sold

E is 20% (being the percentage discount that had been applied to the rent in respect of the Affordable Private Rent Unit(s) being sold)

For example - if the Affordable Private Rent Unit had a sale value of £500,000.00 and the discount level is 20% this would generate an Affordable Dwelling Clawback Amount of £100,000.00;

"Affordable Private Rent" means housing offered at a rent that is inclusive of a Service Charge and is not more than eighty per cent (80%) of the gross market rent for the equivalent Private Market Rent Unit on the Site from time to time;

"Affordable Private Rent Units" means 20% (twenty percent) of the BtR Units to be made available for Affordable Private Rent housing in accordance with Part 3 of Schedule 2 and subject to the terms of this Deed will include provision for the Affordable Private Rent Units to remain at an Affordable Private Rent for future eligible tenants and Affordable Private Rent Unit shall be construed accordingly;

"BtR Index Linked" means in the context of gross income, such income sum shall be adjusted by any increase in the Retail Price Index All Items published by the Office for National Statistics from that figure published two months before the date of this Deed to that figure published two months before the date of the assessment of whether an applicant or applicants fall within the definition of Eligible Persons;

or in the absence of any such index such alternative index as the Owner and the District Council may agree;

"Clawback Disposal" means:

(a) In relation to Private Market Rent Units:

- (i) the first sale of the freehold or long leasehold of any individual Private Market Rent Unit within the Covenant Period (which for the avoidance of doubt

excludes a letting of a Private Market Rent Unit in accordance with the Approved Marketing and Management Strategy within the Covenant Period);

- (b) in relation to Affordable Private Rent Units:
 - (i) the first sale of the long leasehold or freehold of any Affordable Private Rent Unit (which for the avoidance of doubt excludes any letting in accordance with the terms of Part 3 of Schedule 2)
- (c) and in all cases shall exclude the disposal of the entirety of the BtR Units or block thereof to a single purchaser in circumstances where such Dwellings are to remain in use as Private Market Rent Units and Affordable Private Market Rent Units (as appropriate) or the transfer of any such units within the Owner's corporate group;

"Covenant Period" means for each Private Market Rent Unit the period of fifteen (15) years commencing with the date of the initial let of such Private Market Rent Unit ending on the fifteenth anniversary thereof;

"Discount Rent" means a twenty per cent (20%) discount;

"Dwelling Type" shall mean either as the case may be:

- (a) a studio designed to be Occupied by one (1) person; or
- (b) a one-bedroom flat designed to be Occupied by two (2) people; or
- (c) a two-bedroom flat designed to be Occupied by three (3) people or
- (d) a two-bedroom flat designed to be Occupied by four (4) people;

"Eligible Persons" means in relation to the Affordable Private Rent Units those who are unable to afford suitable housing accommodation on the open market and who have a Local Connection and with a gross income of less than:

- (a) forty Thousand Pounds (£40,000) (for a single applicant) BtR Index Linked; or
- (b) sixty Thousand Pounds (£60,000) (for joint applicants) BtR Index Linked

AND FOR THE AVOIDANCE OF DOUBT such amounts to be reviewed annually;

"External Consultant" means an independent surveyor (qualified with the Royal Institute of Chartered Surveyors) appointed by the District Council;

"GCHS"		means the Greater Cambridge Housing Strategy 2019 – 2023 or any replacement of it from time to time in operation (unless stated otherwise in this Deed);
"Introduction Pack"		means an introductory information pack for new tenants issued by the Owner at the time of the grant of a new letting of a BtR Unit to a new tenant the content of which shall explain how the BtR Unit will be managed by the build to rent operator;
"Local Connection"		means Eligible Persons: <ul style="list-style-type: none"> (a) with close family (parents, grandparents, siblings, and children) living within a two (2) mile radius of the Site; or (b) with work connections within a three (3) mile radius of the Site; or (c) in the event there are no Eligible Persons who can satisfy either of criterion (a) or (b) then Eligible Persons living within the administrative area of the District Council or Cambridge City Council;
"Marketing Management Strategy"	and	means a strategy for the marketing and management of the Private Market Rent Units and the Affordable Private Rent Units to include: confirmation that all BtR Units will be managed by a single management operator and details of the management and service regime; proposals for marketing the Private Market Rent Units and the Affordable Private Rent Units; provision of Introduction Packs; identification of the initial distribution of the Affordable Private Rent Units; and the eligibility criteria and method for allocating the Affordable Private Rent Units;
"Market Rent"		means a market rent which is assessed using the definition of the International Valuations Standard Committee as adopted by the Royal Institute of Chartered Surveyors (or any method replacing the same);
"Monitoring Report"		means a report (the first of which shall be delivered within one month of the last Affordable Private Rent Unit being first Occupied and thereafter every six (6) months for the first three (3) years and thereafter annually on the anniversary thereof) until all Affordable Private Rent Units have been subject to a Clawback Disposal or (if earlier) a date otherwise agreed with the District Council to be provided to the District Council by the Owner containing the following: the location of the Affordable Private Rent Units; how lettings of the Affordable Private Rent Units have met eligibility criteria; their market and affordable rent levels; their occupancy levels; and details of their management arrangements;
"Open Market Rental Value"		means (unless otherwise agreed in writing with the District Council) the open market rental value of the relevant part of the Development calculated using the following process:

- (a) the average of three (3) open market rental valuations for a Dwelling Type forming part of the Development (inclusive of all Service Charges) carried out and dated within one month of one another undertaken by three (3) Royal Institute of Chartered Surveyors qualified chartered surveyors of at least five (5) years standing in the residential rental market sector in and around South Cambridgeshire appointed by the Owner certifying the monthly rental the relevant Dwelling would fairly and reasonably achieve if let on the open market subject to the requirements of Part 1 of Schedule 2;

"Private Market Rent Unit " means the BtR Units that are not provided as Affordable Private Rent Units for the purposes of this Deed and Private Market Rent Units shall be construed accordingly;

"Private Market Rent Unit Clawback Amount" means any sum of money to be paid to the District Council in the event of a first Clawback Disposal of each Private Market Rent Unit within the Covenant Period the sum of which shall be calculated using the following formula:

Private Market Rent Unit Clawback Amount for a Private Market Rent Unit $A = B - C$

where:

A is the sum of money to be paid to the District Council

B is the value of the Private Market Rent Unit to be valued on the assumption that such Private Market Rent Unit is to be sold free of the restrictions in Part 1 of Schedule 2 and based on the consideration to be paid for such Private Market Rent Unit which is intended to be disposed; and

C is the value of the Private Market Rent Unit on the assumption that such Private Market Rent Unit is to be sold subject to the restrictions in Part 1 of Schedule 2 such sum to be agreed between the parties using the process set out at Part 2 of Schedule 2 or in the event of a dispute to be determined by a Specialist in accordance with clause 12 of this Deed;

"Reasonable Endeavours" means attempt to fulfil the relevant obligation set out in this Deed by expending effort and money as in all the circumstances may be reasonable to expect which may include engaging professional and other advisers as appropriate but does not require a party to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary);

"Service Charge" means all amounts payable by a tenant of the relevant Affordable Private Rent Unit as part of or in addition to the rent directly or indirectly for services repairs maintenance improvements insurance and/or the landlord's costs of management in relation to such Dwellings on the Site and which for the avoidance of doubt excludes the cost of all utilities (which will remain the responsibility

of the individual tenant) and "Service Charges" shall be construed accordingly:

PART 1 - BUILD TO RENT PROVISIONS

Subject to paragraphs 10 and 11 of Part 2 of this Schedule, the Owner covenants with the District Council so as to separately bind Block A and Block C respectively until the expiry of the Covenant Period only:

- 1 Not to Occupy the Dwellings within Block A nor Block C other than as BtR Units in accordance with the terms of this Schedule 2.
- 2 Prior to Occupation of any Dwelling within Block A or Block C to submit to the District Council for its written approval the Marketing and Management Strategy for all BtR Units.
- 3 Not cause or permit the Occupation of any Dwelling within Block A or Block C until the District Council has Approved the Marketing and Management Strategy.
- 4 Unless otherwise agreed in writing with the District Council not to Occupy or cause or permit the Occupation of any Dwelling within Block A or Block C except in accordance with the Approved Marketing and Management Strategy.
- 5 No Private Market Rent Units in each of Block A and Block C respectively shall be first Occupied until all of the Affordable Private Rent Units to be provided within that Block have been constructed and are ready for Occupation.
- 6 Unless otherwise agreed through the Marketing and Management Strategy, the Private Market Build to Rent Dwellings shall be marketed upon terms which reflect the following:
 - 6.1 an initial offer of tenancies of three or more years to tenants who are eligible to live in the country for that period but with no obligation on the potential tenant to take up the offer of a 3 year tenancy (and an offer of a shorter period may be made if requested by the potential tenant);
 - 6.2 subject to the terms of any tenancy and the tenant's compliance therewith a tenant's right to renew the tenancy; and
 - 6.3 subject to compliance with the terms of any tenancy a tenant only break clause after six months.
- 7 Unless otherwise agreed in writing with the District Council, the Private Market Rent Units shall be let upon terms which reflect the following:
 - 7.1 an initial tenancy period of three or more years for tenants who are eligible to live in the country for that period (or such shorter period as may be requested by the potential tenant);
 - 7.2 subject to the terms of any tenancy and the tenant's compliance therewith a tenant's right to renew the tenancy; and
 - 7.3 subject to compliance with the terms of any tenancy a tenant only break clause after six months.

- 8 Prior to or no later than completion of a new tenancy of a BtR Unit the Owner shall provide the tenant with an Introduction Pack and the Owner shall not first Occupy any BtR Unit until the Introduction Pack is provided to the tenant.
- 9 To give the District Council reasonable notice of any proposals to grant any tenancies which depart from the terms of this Schedule.
- 10 Unless otherwise agreed in writing with the District Council the Dwellings within Block A and Block C shall always be under single freehold ownership and shall be managed and operated by a single operator.
- 11 To ensure the policy objectives of paragraph 20 of the District Council's Build to Rent Policy which is annexed to the GCHS are met, the Owner shall undertake a rent review in respect of the Affordable Private Rented Units once annually and without delay implement the outcomes of such review and to ensure that such reviews (insofar as they relate to the Affordable Private Rented Units) accord with Part 3 paragraph 6 of this Schedule.

PART 2 - DISPOSAL OF PRIVATE MARKET RENT UNIT(S) WITHIN THE COVENANT PERIOD

- 1 The Owner further covenants with the District Council so as to bind separately Block A and Block C and so as to be enforceable against each Private Market Rent Unit within Block A and Block C separately:
 - 1.1 Not less than thirty (30) Working Days before the anticipated date of a Clawback Disposal of a Private Market Rent Unit within the Covenant Period the Owner shall give notice in writing to the District Council of such Clawback Disposal including the following information:
 - 1.1.1 the anticipated date of that Clawback Disposal;
 - 1.1.2 the identification of the Private Market Rent Unit(s) intended to be disposed and its size in metres squared (m²);
 - 1.1.3 the Owner's calculation of the Private Market Rent Unit Clawback Amount for each Private Market Rent Unit which is intended to be disposed of through that Clawback Disposal (including supporting evidence).
- 2 The District Council shall assess the information submitted under paragraph 1 of Part 3 of this Schedule to determine whether it agrees with the Owner's calculation of the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s).
- 3 The District Council may appoint an External Consultant to assess the information submitted by the Owner under paragraph 1.1 of Part 2 of this Schedule. If the District Council reasonably requests from the Owner further information or evidence to determine the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s) the Owner shall provide any reasonably required information to the District Council within ten (10) Working Days of receiving the relevant request and this process may be repeated until the District Council has all the information it reasonably requires to determine the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s).

- 4 The District Council shall notify the Owner in writing of its calculation of the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s) and shall use Reasonable Endeavours to do so no later than thirty (30) Working Days after receipt of the information submitted under paragraph 1.1 of this Part 2 of this Schedule. In so doing, where the District Council disagrees with the Owner's calculation of the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s), the District Council shall set out its detailed reasons and supporting evidence for doing so.
- 5 Where the District Council and Owner are unable to agree the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s) then either party may refer the determination of the Private Market Rent Unit Clawback Amount to a Specialist in accordance with clause 12 of this Deed.
- 6 Subject to paragraph 8 of this Part 2 of this Schedule in the event there is a Clawback Disposal of a Private Market Rent Unit within the Covenant Period the Owner shall pay the District Council the Private Market Rent Unit Clawback Amount for the relevant Private Market Rent Unit(s) within ten (10) Working Days of the Clawback Disposal of the Private Market Rent Unit(s).
- 7 The Owner shall pay the District Council's costs which are reasonably and properly incurred in appointing any External Consultant to assess the information submitted under paragraph 1.1 of this Part 2 of this Schedule 2 within thirty (30) Working Days of receipt of a written request for payment with supporting invoices.
- 8 If the Owner and the District Council have not agreed the Private Market Rent Unit Clawback Amount for a Private Market Rent Unit within thirty (30) Working Days of receipt by the District Council of the information submitted under paragraph 1.1 of this Part 2 of this Schedule then the Owner shall pay the sum it estimates to be the Private Market Rent Unit Clawback Amount for that Private Market Rent Unit (the "**Estimated Covenant Period Clawback Amount**") to the District Council within thirty (30) Working Days of the disposal of such Private Market Rent Unit PROVIDED THAT no later than thirty (30) Working Days after the Private Market Rent Unit Clawback Amount for such Private Market Rent Units is agreed between the District Council and the Owner (or if a dispute relating to the Private Market Rent Unit Clawback Amount is referred to a Specialist in accordance with clause 12 of this Deed no later than thirty (30) Working Days after the final determination by the Specialist of the Private Market Rent Unit Clawback Amount) the Owner shall pay to the District Council the difference between the Private Market Rent Unit Clawback Amount and the Estimated Covenant Period Clawback Amount (unless the difference is less than zero in which case the District Council will repay to the Owner the difference).
- 9 The Owner shall notify the District Council in writing within ten (10) Working Days of the completion of a Clawback Disposal of a Private Market Rent Unit within the Covenant Period.
- 10 Immediately on payment of the Private Market Rent Unit Clawback Amount or the Estimated Covenant Period Clawback Amount in respect of a Private Market Rent Unit, the obligations in this Schedule shall determine and cease to apply to that Private Market Rent Unit (apart from the obligation in paragraph 8 (if applicable) to pay the difference between the Private Market Rent Unit Clawback Amount and the Estimated Covenant Period Clawback Amount which shall continue to apply until such time as the difference is paid by the Owner or the District Council as appropriate in accordance with paragraph 8).

- 11 Immediately on the expiry of the Covenant Period in respect of a Private Market Rent Unit the obligations in this Schedule shall determine and cease to apply to that Private Market Rent Unit.

PART 3 - PROVISION OF AFFORDABLE PRIVATE RENT UNITS

Subject to paragraph 11 of Part 4 of this Schedule the Owner covenants with the District Council so as to separately bind Block A and Block C respectively:

- 1 Subject to the remainder of this Part 3 of Schedule 2;
 - 1.1 following first Occupation of the Affordable Private Rent Units within each Block to maintain and manage the Affordable Private Rent Units in that Block as Affordable Housing in perpetuity;
 - 1.2 Not to Occupy the Affordable Private Rent Units in a Block other than as Affordable Housing in accordance with the Approved Marketing and Management Strategy.
- 2 Prior to Occupation of any BtR Unit within each Block to provide for the District Council's written approval as part of the Marketing and Management Strategy, a scheme which delineates the initial distribution of the Affordable Private Rent Units across the Block and thereafter provide the District Council with regular updated details of any changes to the designation and location of a unit which alters between being an Affordable Private Rent Unit and a Private Market Rent Unit and not to Occupy any BtR Unit within each Block until the Marketing and Management Strategy has been approved.
- 3 No later than Practical Completion of the first Affordable Private Rent Unit of a particular Dwelling Type for each of the Affordable Private Rent Units to procure three independent valuations for the purposes of establishing the Open Market Rental Value for the relevant Dwelling Type and
 - 3.1 within ten (10) Working Days of the Owner receiving the valuations obtained pursuant to paragraph 3 of Part 3 of this Schedule to provide the District Council with full and complete copies of each valuation;
 - 3.2 in respect of each Dwelling Type to apply the Discount Rent against the Open Market Rental Value for that Dwelling Type for the purpose of establishing the initial affordable rent to be charged for each Affordable Private Rent Unit and notify the District Council accordingly in writing.
- 4 Unless otherwise agreed with the District Council no less than 5% (five percent) of the Affordable Private Rent Units constructed on the Site shall be built out and thereafter retained in accordance with the requirements and standards set out within Building Regulations 2015 Part M4(3) (or equivalent in place at the time the Building Regulations application is approved for that unit).
- 5 To use Reasonable Endeavours to prioritise the letting of those Affordable Private Rent Units which are on the ground floor and/ or those Affordable Dwellings built in accordance with Building Regulations 2015 Part M4(3) to Eligible Persons who are wheelchair users.
- 6 To annually review the rent of the Affordable Private Rent Units in line with the Private Market Rent Units and within twenty (20) Working Days the Owner shall apply any new

levels of annual rent payable resultant from the review undertaken PROVIDED THAT for the avoidance of doubt the rent for each of the Affordable Private Rent Units following a review shall be the same as the rent for the equivalent Private Market Rent Unit following a review save for the application of the Discount Rent to each of the Affordable Private Rent Units.

- 7 Unless otherwise agreed in writing with the District Council and subject to paragraph 8 below to allocate and let the Affordable Private Rent Units only at an Affordable Private Rent in accordance with the terms of this Deed on an assured shorthold tenancy to an Eligible Person.
- 8 In the event an Affordable Private Rent Unit becomes vacant and after marketing it in accordance with the approved Marketing and Management Strategy there is no Eligible Person to whom the Owner can offer a tenancy of the Affordable Private Rent Unit the Owner shall be at liberty to offer the vacant Affordable Private Rent Unit as a Private Market Rent Unit and charge a rent which is equal to that which is charged for the same type of Private Market Rent Unit on the Site PROVIDED ALWAYS THAT when a similar type of Private Market Rent Unit next becomes vacant and available to let such Dwelling shall be marketed in accordance with the Marketing and Management Strategy and shall be made available and let as an Affordable Private Rent Unit if an Eligible Person accepts an offer of a tenancy in accordance with the Marketing and Management Strategy.
- 9 To monitor the number of let Affordable Private Rent Units with the intention of always ensuring (subject to Parts 2 and 4 of this Schedule) that no less than 20% (twenty percent) of the BtR Units are let and occupied as Affordable Private Rent Units SAVE FOR when the provisions of paragraph 8 are triggered and in operation, the number of Dwellings occupied as Affordable Private Rent Units may upon prior written notice to the District Council reduce but to no less than one (1) unless otherwise approved in writing by the District Council or unless the provisions of paragraph 11 of Part 4 of this Schedule are triggered in which case the number of Affordable Private Rent Units may in any event reduce.
- 10 To provide the District Council with a Monitoring Report, the first of which shall be delivered within one month of the last Affordable Private Rent Unit being Occupied and thereafter every six (6) months for the first three (3) years and thereafter on the anniversary thereof until and unless all Affordable Private Rent Units have been subject to a Clawback Disposal or (if earlier) a date otherwise agreed with the District Council.

PART 4 - DISPOSAL OF AFFORDABLE DWELLINGS

- 1 The Owner further covenants with the District Council so as to bind Block A and Block C separately and so as to be enforceable against each of the Affordable Private Rent Units within Block A and Block C separately:
 - 1.1 Not less than thirty (30) Working Days before the anticipated date of a Clawback Disposal of an Affordable Private Rent Unit the Owner shall give notice in writing to the District Council of such disposal of the Affordable Private Rent Units including the following information:
 - 1.1.1 the anticipated date of that Clawback Disposal;

- 1.1.2 the Affordable Private Rent Unit(s) which is/are intended to be disposed and its size in square metres;
- 1.1.3 the Owner's calculation of the Affordable Dwelling Clawback Amount for each Affordable Private Rent Unit which is intended to be disposed of through that Clawback Disposal (including supporting evidence).
- 2 The District Council shall assess the information submitted under paragraph 1.1 of Part 4 of this Schedule to determine whether it agrees with the Owner's calculation of the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit(s).
- 3 The District Council may appoint an External Consultant to assess the information submitted by the Owner under paragraph 1.1 of this Part of this Schedule.
- 4 If the District Council reasonably requests from the Owner further information or evidence to determine the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit(s) the Owner shall provide any reasonably required information to the District Council within ten (10) Working Days of receiving the relevant request and this process may be repeated until the District Council has all the information it reasonably requires to determine the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit(s).
- 5 The District Council shall notify the Owner in writing of its calculation of the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit(s) and shall use Reasonable Endeavours to do so no later than thirty (30) Working Days after receipt of the information submitted under paragraph 1.1 of this Part of this Schedule. In so doing, where the District Council disagrees with the Owner's calculation of the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit(s), the District Council shall set out its detailed reasons and supporting evidence for doing so.
- 6 Where the parties are unable to agree the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit(s) then either party may refer the determination of the Affordable Dwelling Clawback Amount to a Specialist in accordance with clause 12 of this Deed.
- 7 Subject to paragraph 9 of this Part of this Schedule in the event there is a Clawback Disposal of an Affordable Private Rent Unit the Owner shall pay the District Council the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit within thirty (30) Working Days of the Clawback Disposal of that Affordable Private Rent Unit.
- 8 In the event there is a Clawback Disposal of an Affordable Dwelling the Owner shall pay the District Council's costs which are reasonably and properly incurred in appointing any External Consultant to assess the information submitted under paragraph 1.1 of this Part 4 of this Schedule within thirty (30) Working Days of receipt of a written request for payment with supporting invoices.
- 9 If the Owner and the District Council has not agreed the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit within thirty (30) Working Days of receipt by the District Council of the information submitted under paragraph 1.1 of this Part 4 of this Schedule the Owner may cause or permit the disposal of an Affordable Private Rent Unit once it has paid to the District Council what it estimates to be the Affordable Dwelling Clawback Amount for that Affordable Private Rent Unit (the

"Estimated Affordable Dwelling Clawback Amount") PROVIDED THAT no later than thirty (30) Working Days after the Affordable Dwelling Clawback Amount for the relevant Affordable Private Rent Unit is agreed between the District Council and the Owner (or if a dispute relating to the Affordable Dwelling Clawback Amount is referred to a Specialist in accordance with clause 12 of this Deed no later than thirty (30) Working Days after the final determination by the Specialist of the Affordable Dwelling Clawback Amount) the Owner shall pay to the District Council the difference between the Affordable Dwelling Clawback Amount and the Estimated Affordable Dwelling Clawback Amount (unless the difference is less than zero in which case the District Council will repay to the Owner the difference)).

- 10 The Owner shall notify the District Council in writing within ten (10) Working Days of completion of a new Clawback Disposal of any Affordable Dwelling.
- 11 Immediately on payment of the Affordable Dwelling Clawback Amount or the Estimated Affordable Dwelling Clawback Amount in respect of an Affordable Private Rent Unit, the obligations in this Schedule shall determine and cease to apply to the relevant Dwelling (apart from the obligation in paragraph 9 above (if applicable) to pay the difference between the Affordable Dwelling Clawback Amount and the Estimated Affordable Housing Clawback Amount which shall continue to apply until such time as the difference is paid by the Owner or the District Council as appropriate in accordance with paragraph 9 above).

PART 5 - DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner

- 1 The District Council shall use the Private Market Rent Unit Clawback Amount to provide Affordable Housing in its administrative area.
- 2 The District Council shall use the Affordable Dwelling Clawback Amount to provide Affordable Housing in its administrative area.

Schedule 3

District Council Contributions and Community Uses

In this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Bike/Scooter Scheme"	means a scheme for bike and/or scooter hire at the Development (which may form part of the first phase of a wider scheme to facilitate development in the North East Cambridge area) such scheme to include details of the arrangements with a bike and/or scooter provider (which shall be subject to the outcome of Cambridgeshire's scooter hire trail scheme) for the provision, operation and maintenance of bikes and/or scooters for hire; the number of bikes and/or scooters to be provided; the location of designated parking for such vehicles; a programme for delivery of the scheme; and its integration with similar schemes in the region;
"Car Club"	means a local car club for sharing private car facilities which shall provide a total of 3 Club Cars;
"Car Club Provider"	means an accredited provider of the Car Club who will provide and maintain the Club Car in the Car Club Space;
"Car Club Space"	means a parking space within the Development designated for parking a Club Car;
"Club Car"	means a car to be provided and maintained by the Car Club Provider for use by the Car Club;
"Community Room"	means a room to be used in accordance with the Community Room Purpose within Block B forming part of the Development (with a minimum size of 55m ²) provided for community use to be delivered by the Owner in accordance with the Community Room Scheme;
"Community Room Scheme"	means the specification for the Community Room which shall include the location and size of the Community Room, a programme for its delivery, and the proposed ownership, management and maintenance arrangements for the Community Room, once completed and ready for use;
"Community Room Purpose"	means use as a community room within Use Class F.2(b) of the Town and Country Planning (Use Classes) Order 1987 and as identified in the Approved Community Room Scheme but for no other use specified within Use Class F;

"Healthcare Facility"	means a site within the Green Phase for primary healthcare provision within the Site forming part of the Development to be let at market value which if chosen by the Owner, shall be delivered in accordance with the Healthcare Facility Scheme;
"Healthcare Facility Scheme"	means the specification for the Healthcare Facility which shall include the marketing (including rental proposals) and other associated terms, the location and size of the Healthcare Facility and also set out the proposed management and maintenance arrangements for the Healthcare Facility once complete, ready for Occupation and use;
"Household Waste Receptacles Contribution"	means the sum payable towards the Household Waste Receptacles Purpose to be calculated for a Block in accordance with the following formula: the total number of Dwellings within that Block multiplied by one hundred and sixty pounds (£160.00);
"Household Waste Receptacles Purpose"	means the provision of receptacles for household waste for the Dwellings in Blocks A, B and C;
"Meanwhile Uses"	means the temporary on-site provision for temporary on-site activities during the construction of the Development, including in relation to public open space, growing areas, art and allotments or such other temporary uses as the Owner and District Council may agree in accordance with the Meanwhile Uses Strategy or as otherwise agreed in writing between the Owner and District Council from time to time;
"Meanwhile Uses Strategy"	means a strategy to be agreed in writing with the District Council for the provision of Meanwhile Uses (or any variation thereof agreed in writing between the Owner and the District Council);
"Primary Healthcare Contribution"	means the sum of Two hundred and ninety-eight thousand and three pounds (£298,003.00) to be used towards the provision of off-site primary healthcare at The Nuffield Road Medical Centre Cambridge if not provided on-Site in accordance with the Healthcare Facility Scheme;
"S106 Monitoring Contribution"	means the sum of £25,000 (twenty five thousand pounds) towards the District Council's costs of monitoring compliance with this Deed;
"Sports Hall Contribution"	means the sum of £149,485 (One Hundred and Forty-Nine Thousand, Four Hundred and Eighty-Five Pounds) to be used towards the provision of and/or improvements to the North Cambridge Academy's 3 court sports hall (or such other sports facility within the

vicinity of the Site as the District Council may determine);

"Swimming Pool Contribution"

means the sum of £150,277 (One Hundred and Fifty Thousand, Two Hundred and Seventy-Seven Pounds) to be used towards the provision of and/or improvements to Abbey Pool and/or Kings Hedges Learner Pool in the vicinity of the Site;

PART 1 - COMMUNITY

- 1 The Owner covenants with the District Council so as to bind the Green Phase:
 - 1.1 Not to Occupy any Dwelling within Block B until the Community Room Scheme has been submitted to and Approved by the District Council;
 - 1.2 to deliver the Community Room no later than the relevant programme for delivery thereof contained within the Community Room Scheme Approved by the District Council; and
 - 1.3 to procure that the Community Room is managed and maintained in accordance with the management and maintenance arrangements forming part of the Approved Community Room Scheme.

PART 2 - SPORTS AND RECREATION

- 1 The Owner covenants with the District Council so as to bind the Green Phase to pay the Swimming Pool Contribution and Sports Hall Contribution to the District Council on the first Occupation of the first Dwelling.

PART 3 - MEANWHILE USES

- 1 The Owner covenants with the District Council so as to bind the Site:
 - 1.1 Not to Commence Development until the Owner has submitted to and obtained the District Council's written approval of the Meanwhile Uses Strategy; and
 - 1.2 to implement the Approved Meanwhile Uses Strategy during construction of the Development.

PART 4 - HEALTH

- 1 The Owner covenants with the District Council, so as to bind the Green Phase:
 - 1.1 subject to paragraph 1.2 of this Part 4 of Schedule 3 to pay the Primary Healthcare Contribution to the District Council in the following instalments:
 - 1.1.1 50% payable no later than first Occupation of the first Dwelling to be constructed on the Green Phase; and
 - 1.1.2 the balance on the first Occupation of more than 50% of the Dwellings to be constructed on the Green Phase,
 - 1.2 to pay the Primary Healthcare Contribution in paragraph 1 of this Part 4 unless prior to the first Occupation of the first Dwelling the Owner has elected in writing and served notice accordingly on the District Council to market a Healthcare

Facility on Site and has submitted to and obtained the District Council's approval of a Healthcare Facility Scheme;

- 1.3 If the Owner elects prior to the first Occupation of the first Dwelling (at its absolute discretion) to provide for a Healthcare Facility on the Site, the Owner covenants with the District Council to deliver the Healthcare Facility in accordance with the Approved Healthcare Facility Scheme.

PART 5 - HOUSEHOLD WASTE RECEPTACLES

- 1 The Owner covenants with the District Council so as to separately bind each Block respectively:
 - 1.1 to pay the Household Waste Receptacles Contribution for that Block prior to the first Occupation of the first Dwelling within that Block.

PART 6 - MONITORING

- 1 The Owner covenants with the District Council so as to bind the Site:
 - 1.1 to pay the S106 Monitoring Contribution to the District Council prior to the Commencement of Development.
 - 1.2 to give the District Council ten (10) Working Days prior written notice of the anticipated date for reaching the trigger specified in paragraph 1.1 above.

PART 7 - CAR CLUB SPACES

- 1 The Owner covenants with the District Council so as to bind the Red Phase:
 - 1.1 Not to Occupy the first Building on the Red Phase until:
 - 1.1.1 the Owner has entered into an agreement with a Car Club Provider to provide a Club Car in a designated Car Club Space on the Development (such agreement to be in accordance with paragraph 3 below);
 - 1.1.2 the Owner has laid out and reserved a designated Car Club Space (or any alternative space agreed between the Owner and the Car Club from time to time) within the Development for use by the Club Car for a period of not less than 3 years at no cost to the Car Club and thereafter at the prevailing market rate if such space is required by the Car Club;
- 2 The Owner covenants with the District Council so as to bind the Green Phase not to Occupy the first Dwelling on the Green Phase until:
 - 2.1.1 the Owner has entered into an agreement with a Car Club Provider to provide a further Club Car in a designated Car Club Space on the Development (such agreement to be in accordance with paragraph 3 below); and
 - 2.1.2 the Owner has laid out and reserved the designated Car Club Space (or any alternative space agreed between the Owner and the Car Club from time to time) within the Development for use by the Club

Car for a period of not less than 3 years at no cost to the Car Club and thereafter at the prevailing market rate if such space is required by the Car Club;

- 2.2 Not to Occupy more than 50% of the Dwellings on the Green Phase until:
 - 2.2.1 the Owner has entered into an agreement with a Car Club Provider to provide a further Club Car in a designated Car Club Space within the Development (such agreement to be in accordance with paragraph 3 below); and
 - 2.2.2 the Owner has laid out and reserved the designated Car Club Space (or any alternative space agreed between the Owner and the Car Club from time to time) within the Development for use by the Club Car for a period of not less than 3 years at no cost to the Car Club and thereafter at the prevailing market rate if such space is required by the Car Club.
- 3 Unless otherwise agreed in writing with the District Council, the agreements referred to in paragraph 1 and paragraph 2 above shall provide for the relevant Car Club Provider to both provide and maintain each Club Car for a minimum period of 3 years from it first being made available for use by the Car Club.
- 4 The Owner covenants to notify the District Council of the date the Club Car is first made available.

PART 8 - BIKE/SCOOTER SCHEME

- 1 The Owner covenants with the District Council so as to bind the Red Phase as follows:
 - 1.1 Not to Occupy the first Building within the Red Phase until the Owner has submitted the Bike/Scooter Scheme to the District Council for its Approval and received written confirmation from the District Council of its Approval of the Bike/Scooter Scheme;
 - 1.2 From Occupation of the first Building within the Red Phase to deliver the Approved Bike/Scooter Scheme in accordance with the programme contained therein (or any revised programme Approved by the District Council).

Schedule 4

Open Space and Biodiversity Net Gain

In this Schedule, the following words and phrases shall unless the context otherwise requires have the following meanings:

"Allotment Community Parcel"	and Orchard	means the parcels within the Site to contain allotments and/or community gardens as part of the Development the indicative locations of which are shown coloured pink on the Landscape Plan (or such other location as agreed in writing with the District Council);
"LAP"		means a local area of play to be provided as part of the Development;
"LEAP"		means the locally equipped area of play to be provided as part of the Development (and "LEAP" shall mean any of them as the context requires);
"OSBMMP"		means the detailed Open Space and Biodiversity Gain management and maintenance plan for a Phase which shall (unless otherwise agreed in writing with the District Council): (a) identify the areas of Open Space and Biodiversity Gain within that Phase; (b) identify the areas of biodiversity net gain to be secured within that Phase; (c) identify details of the management and maintenance requirements for the areas identified at (a) and (b) above which accord with the Approved SOSMMS; (d) conform with the Open Space and Biodiversity Net Gain requirements for that Phase as identified through the Planning Permission;
"Open Space Biodiversity Gain"	and	means any LAPs, LEAPs, other play provision, allotments, community orchards, informal open space, ecological areas, landscaping and public realm (except in all cases landscaping or SuDs or any other area of landscaping which are intended to be privately managed as part of a unit of occupation) forming part of the Development;
"Open Space Biodiversity Scheme"	and Gain	means a scheme (which shall include a programme for delivery) for the delivery of the Open Space and Biodiversity Gain within a Phase (or such variation thereof agreed in writing between the Owner and the District Council from time to time);
"SOSMMS"		means the site-wide Open Space and Biodiversity Gain management and maintenance strategy for the Development which will:

- (a) be designed to ensure the effective management and maintenance of the Open Space and Biodiversity Gain in perpetuity (but subject to paragraph 3.4 of this Schedule);
- (b) promote accessibility to the open space (save for reasonable restrictions identified in the strategy);
- (c) specify details of the management body or bodies elected by the Owner (which for the avoidance of doubt shall include the consideration of any nominee suggested by the District Council for which there shall be prior discussion between the Owner and the District Council before submission of any SOSMMS for approval) which will be appointed to manage specified areas of land or types of areas of land; and
- (d) specify details of the delivery, transfer arrangements and funding mechanism for the future maintenance and management of the Open Space and Biodiversity Gain;

"SuDs" means sustainable drainage systems forming part of the Development;

1 Open Space Scheme

1.1 The Owner covenants with the District Council so as to separately bind each Phase which is to contain Open Space and Biodiversity Gain:

- 1.1.1 prior to Commencement of the Development on that Phase to submit to the District Council for its Approval in writing the Open Space and Biodiversity Gain Scheme in relation to the Open Space and Biodiversity Gain on that Phase;
- 1.1.2 not to Commence the Development or allow Commencement of the Development on that Phase until it has received written confirmation from the District Council of its Approval to the Open Space and Biodiversity Gain Scheme for that Phase;
- 1.1.3 to lay out and complete the Open Space Biodiversity Gain on that Phase in accordance with the details and programme for delivery approved in the relevant Approved Open Space and Biodiversity Gain Scheme for that Phase.

2 The LAP Allotment and Community Orchard Parcels – timing of provision

2.1 The Owner covenants with the District Council so as to bind the Green Phase (unless otherwise agreed in writing with the District Council) not to allow or permit the Occupation of any Dwelling prior to the laying out of the LAP, the LEAP, the Allotment and Community Orchard Parcel and any other play provision identified coloured purple and/or light blue on the Landscape Plan.

3 Open Space and Biodiversity Gain Management and Maintenance

- 3.1 The Owner covenants with the District Council so as to bind the Site:
- 3.1.1 to submit the SOSMMS to the District Council for written Approval prior to Commencement of construction of the first Building on the Site;
 - 3.1.2 not to Commence construction of the first Building on the Site until it has received Approval of the SOSMMS from the District Council.
- 3.2 The Owner covenants with the District Council so as to separately bind each Phase which is to contain Open Space and Biodiversity Gain not to Occupy any Building within any Phase which is to contain Open Space and Biodiversity Gain until in respect of that Phase a management body has been identified, established or appointed (as appropriate) in accordance with the requirements contained in the Approved SOSMMS.
- 3.3 The Owner covenants with the District Council so as to separately bind each Phase which is to contain Open Space and Biodiversity Gain unless otherwise agreed in writing:
- 3.3.1 in relation to each Phase where the relevant Reserved Matters Approval provides for the construction of any Dwellings or Non-Residential Units and the provision of Open Space and Biodiversity Gain:
 - (i) to submit an OSBMMP for that Phase to the District Council for Approval prior to the first Occupation of any Dwelling or Non-Residential Unit on that Phase; and
 - (ii) not to first Occupy any Dwellings or Non-Residential Units on that Phase unless and until it has received Approval of the OSBMMP for that Phase from the District Council; and
- 3.4 The Owner covenants with the District Council so as to separately bind each Phase which is to contain Open Space and Biodiversity Gain to manage and maintain the Open Space and Biodiversity Gain within that Phase in accordance with the Approved OSBMMP for that Phase PROVIDED THAT the Owner may relocate any allotments proposed or provided as part of the Development in accordance with a relocation plan agreed with the District Council but SUBJECT ALWAYS (i) to the prior written approval of the District Council and (ii) in addition satisfaction of any other reasonable pre-conditions the District Council may wish to secure as a condition precedent to such relocation (which without fettering its discretion to the approval may include a requirement that a planning permission is in place for the relocation site).

Schedule 5

Public Art

In this Schedule, the following words and phrases shall unless the context otherwise requires have the following meanings:

"Public Art"

means artistic elements to be provided on the Site which are intended to provide a high-quality environment and public realm in accordance with the South Cambridgeshire District Council Local Plan 2018 policy HQ/2 and the South Cambridgeshire District Council's Public Art Supplementary Planning Document (January 2009) (or any revision or replacement thereof) from time to time in force, which shall be fully integrated into the Development and which artistic elements for the avoidance of doubt may include (but need not be limited to):

- (i) statues;
- (ii) sculptures;
- (iii) street furniture and signage;
- (iv) monuments;
- (v) memorials;
- (vi) architectural features and integrated features;
- (vii) landscape features;
- (viii) play equipment;
- (ix) lighting features;
- (x) water features;
- (xi) sound features;
- (xii) paintings and murals;
- (xiii) flags and banners;
- (xiv) transitory/ephemeral public art including performances, dance, theatre, poetry, posters and installations; and
- (xv) such other forms of public art as may be Approved by the District Council;

"Public Art Budget"

means a maximum budget of £1,250,000 (one million two hundred and fifty thousand pounds) in relation to the costs of providing the Public Art in accordance with the Approved Site-Wide Public Art Delivery Plan and Approved Public Art Delivery Plan(s) which costs shall include any costs of:

- (i) artists'/professional design fees;
- (ii) any specialist advice and/or project management fees;
- (iii) public engagement, consultation, exhibition and promotion/advertising;
- (iv) fabrication;
- (v) transport, security and delivery;
- (vi) installation;
- (vii) maintenance and monitoring;
- (viii) duty of care;
- (ix) insurance/public liability and/or professional indemnity costs;

- (x) commissioning;
- (xi) decommissioning;
- (xii) legal;
- (xiii) press and media advice and support; and
- (xiv) contingency;

"Public Art Delivery Plan"

means a document that sets out the details for a Phase of the proposed Public Art to be provided in that Phase in accordance with the Site Wide Public Art Delivery Plan (unless otherwise agreed in writing with the District Council), such details to include:

- (i) details of the Public Art to be provided in a Phase;
- (ii) details of how the Public Art will be delivered in a Phase;
- (iii) details of the public engagement, consultation and promotion strategy for the Public Art in that Phase;
- (iv) details (whether in the case of transitory/ephemeral art) of the location of the proposed Public Art in that Phase, including a location plan;
- (v) details of how the Approved Public Art Budget is to be allocated to that Phase, if any;
- (vi) a programme for the phased delivery of the Public Art;
- (vii) details of the future ownership (post implementation) management and maintenance arrangements in relation to the Public Art in a Phase; and
- (viii) such other details of the Public Art in that Phase as the District Council may reasonably require

and includes any variations the District Council may later agree in writing with the Owner;

"Public Art Strategy"

means the Cambridge North: Phase 2 Public Art Strategy: 26 May 2022 submitted with the Application or any variations to this strategy as the District Council may agree in writing with the Owner;

"Site Wide Public Art Delivery Plan"

means a document prepared by a competent person in accordance with the Public Art Strategy that outlines the approach and principles of the proposed Public Art to be developed for each Phase at the Site and the process for procuring it, such details to include:

- (i) outline details of the Public Art to be provided on the Site or within the Development and its location;
- (ii) outline details of how the Public Art to be provided on the Site or within the Development will be delivered;
- (iii) (save in the case of transitory/ephemeral art) details of the location of the proposed Public Art

- on the Site or within the Development, including a location plan;
- (iv) provisional allocation of the Public Art Budget for each Phase;

and includes any variations as the District Council may later agree in writing with the Owner;

- 1 The Owner covenants with the District Council so as to bind the Site as follows:
 - 1.1 to submit to the District Council the Site Wide Public Art Delivery Plan in accordance with the Public Art Strategy before Commencement of construction of the first Building; and
 - 1.2 not to effect or permit Commencement of construction of the first Building until the Site Wide Public Art Delivery Plan has been submitted to the District Council and the District Council has Approved the same.
- 2 The Owner covenants with the District Council so as to separately bind each Phase as follows:
 - 2.1 to submit to the District Council the Public Art Delivery Plan for any Phase which is identified in the Site Wide Public Art Delivery Plan as containing Public Art, for approval by the District Council before Commencement of construction of the first Building within that Phase;
 - 2.2 not to effect or permit Commencement of construction of the first Building on any Phase which is identified in the Site Wide Public Art Delivery Plan as containing Public Art until the Public Art Delivery Plan for that Phase has been Approved by the District Council;
 - 2.3 in respect of any Phase which is identified in the Site Wide Public Art Delivery Plan as containing Public Art, from the Commencement of the Development on such a Phase to fully implement the measures identified in the Approved Public Art Delivery Plan for that Phase in accordance with the detailed programme agreed as part of the Approved Public Art Delivery Plan for that Phase; and
 - 2.4 in respect of any Phase which is identified in the Site Wide Public Art Delivery Plan as containing Public Art, from the completion of the Public Art in such a Phase to manage and maintain the Public Art within such a Phase in accordance with the Approved Public Art Delivery Plan for that Phase.

Schedule 6

Guided Busway Route Adoption

In this Schedule, the following words and phrases shall unless the context otherwise requires bear the following meanings:

- "Adoption Agreement"** means an agreement with the local highways authority which has the sole purpose of securing the dedication and adoption as highway maintainable at public expense of the Busway Route, as built, and at no cost to the Owner, but in so doing retaining rights for owners, occupiers and users of the Development and Railway Station to access and egress the Development and Cambridge North Railway Station across the Busway Route;
- "Busway Route"** means the road shown indicatively coloured dark blue on the Busway Route Plan which is currently used by guided buses to access Cambridge North Railway Station across the Site;
- "Busway Route Plan"** means the plan labelled "Extent of the Guided Bus Route to be offered for adoption" appended hereto at Appendix 1 or any variation or substitution thereof submitted by the Owner and Approved by the District Council and the County Council;

The obligations set out in this Schedule relate to and shall be enforceable against the Site (other than the Green Phase).

- 1 The Owner hereby covenants with the Councils so as to bind the Site (other than the Green Phase):
 - 1.1 Unless otherwise agreed in writing with the Councils, not to Occupy the final Non-Residential Unit until:
 - 1.1.1 the Owner has offered to enter into an Adoption Agreement with the County Council; and
 - 1.1.2 (if within 90 days (or such extended period agreed between the Owner and the County Council) the County Council has accepted such offer) the Owner has entered into such Adoption Agreement.

Schedule 7

County Council Contributions

In this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- | | |
|--|---|
| "County S106 Monitoring Contribution" | means the sum of £150 (One Hundred and Fifty Pounds) payable towards the cost of the County Council monitoring compliance with the obligations given to it in this Deed; |
| "Library Contribution" | means the sum of up to £37,642 (Thirty-Seven Thousand, Six Hundred and Forty-Two Pounds) towards the Library Contribution Purpose; |
| "Library Contribution Purpose" | means the improvements towards an enhanced static fitout of Arbury Court library, Cambridge; a project to enhance library capacity and to increase access to drop in 'work from home' facilities to improve access to Wi-Fi and print facilities by creating spaces that can be used for online meetings, access to larger screens for devices as well as access to scanning or other office-based facilities to mitigate the additional demand arising from the Development; |
| "Household Waste Recycling Centre Contribution" | means the sum of up to £13,698 (Thirteen Thousand, Six Hundred and Ninety-Eight Pounds) towards the Household Waste Recycling Centre Purpose; |
| Household Waste Recycling Centre Purpose | means the provision of additional capacity at Milton Household Recycling Centre; |

PART 1 - LIBRARY

- 1 The Owner covenants with the County Council so as to bind the Green Phase, to pay the Library Contribution to the County Council in full on first Occupation of the first Dwelling.
- 2 The Owner covenants with the County Council not to Occupy or cause or permit the Occupation of the first Dwelling until such time as it has paid to the County Council and the County Council has received payment of the Library Contribution in full.

PART 2 - HOUSEHOLD WASTE RECYCLING CENTRE CONTRIBUTION FOR GREEN PHASE

- 1 The Owner covenants with the County Council so as to bind the Green Phase:
 - 1.1 to pay the Household Waste Recycling Centre Contribution prior to first Occupation of the first Dwelling.
 - 1.2 not to Occupy or cause or permit the Occupation of the first Dwelling until such time as it has paid to the County Council and the County Council has received payment of the Household Waste Recycling Centre Contribution in full.

PART 3 - S106 MONITORING

- 1 The Owner covenants with the County Council so as to bind the Site to pay the County S106 Monitoring Contribution to the County Council prior to the Commencement of Development and the Owner shall not Commence the Development until the County S106 Monitoring Contribution has been paid to the County Council in full.
- 2 The Owner covenants with the County Council:
 - 2.1 so as to bind the Site to give the County Council ten (10) Working Days prior written notice of the anticipated date for reaching the trigger specified in paragraph 1 of this Part 3 of Schedule 7; and
 - 2.2 so as to bind the Green Phase to give the County Council (10) Working Days prior written notice of the anticipated date for reaching each of the triggers specified in Part 1 and Part 2 of this Schedule 7.

Schedule 8

Education

In this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- "Early Years Contribution"** means the sum of up to £261,615 (Two Hundred and Sixty-One Thousand, Six Hundred and Fifteen Pounds) Index Linked towards the Early Years Contribution Purpose;
- "Early Years Contribution Purpose"** means the use of the Early Years Contribution towards the provision of additional early years places at facilities for the provision of childcare and providers of childcare for children up to the age of 5 years within the vicinity of the Site;
- "Early Years Facility"** means a facility within the Site for childcare teaching and learning for children up to the age of 5 years and for the avoidance of any doubt a facility may include a space in a community building forming part of the Development;
- "Early Years Scheme"** means the specification for an Early Years Facility which shall include the location and size of the Early Years Facility, a programme for its delivery and sets out the proposed management and maintenance arrangements for the Early Years Facility, once complete (or any variation thereof approved in writing by the County Council);
- "Secondary School Contribution"** means the sum of up to £118,864.35 (One Hundred and Eighteen Thousand, Eight Hundred and Sixty-Four Pounds and Thirty-Five Pence) Index Linked to be spent for the Secondary School Contribution Purpose;
- "Secondary School Contribution Purpose"** means the use of the Secondary School Contribution for new school places at an extension to an existing school at North Cambridge Academy;
- "SEND Contribution"** means the sum of up to £95,932 (Ninety-Five Thousand, Nine Hundred and Thirty-Two Pounds) Index Linked to be spent for the SEND Contribution Purpose;
- "SEND Contribution Purpose"** means the use of the SEND Contribution towards the Martin Bacon Academy, the area's special educational needs and disability school at Northstowe, Cambridge.

1 Financial Contributions

1.1 Subject to paragraph 1.1.3 of this Schedule 8, the Owner covenants with the County Council so as to bind the Green Phase:

1.1.1 to pay the Early Years Contribution, the Secondary School Contribution and the SEND Contribution to the County Council in the following instalments:

- (i) 50% on or prior to first Occupation of the first Dwelling; and

- (ii) the remaining 50% on or prior to the Occupation of 50% of the Dwellings.
- 1.1.2 not to:
 - (i) Occupy or cause or permit the Occupation of the first Dwelling until such time as it has paid to the County Council and the County Council has received payment of 50% of each of the Early Years Contribution, the Secondary School Contribution and the SEND Contribution; and
 - (ii) Occupy or cause or permit the Occupation of more than 50% of the Dwellings until such time as it has paid to the County Council and the County Council has received payment of the remaining 50% of each of the Early Years Contribution, the Secondary School Contribution and the SEND Contribution.
- 1.1.3 The Owner shall pay the Early Years Contribution pursuant to paragraph 1.1.1 and 1.1.2 of this Part unless prior to the first Occupation of the first Dwelling, the Owner, at their sole discretion, has opted to provide an Early Years Facility on Site and has submitted an Early Years Scheme to the County Council and such scheme has been approved in writing by the County Council.
- 1.1.4 If the Owner opts to provide an Early Years Facility on Site, and the County Council approves the Early Years Scheme, the Owner covenants with the County Council so as to bind the Green Phase to:
 - (i) deliver the Early Years Facility no later than the relevant programme for delivery thereof contained within the Early Years Scheme approved by the County Council (or any extended period agreed in writing by the County Council); and
 - (ii) procure that the Early Years Facility is managed and maintained in accordance with the management and maintenance arrangements forming part of the approved Early Years Scheme.
- 1.1.5 If the Owner has opted to provide an Early Years Facility on Site pursuant to paragraph 1.1.3 above but the Early Years Facility has not been delivered in accordance with the timescale set out in paragraph 1.1.4 above then:
 - (i) the Owner will pay the Early Years Contribution to the County Council immediately following the date set out for provision of the Early Years Facility contained within the Early Years Scheme (or any extended period agreed in writing with the County Council) ("**the Default Payment Date**") and thereafter the obligation in paragraph 1.1.4 shall no longer apply; and
 - (ii) the Owner will not Occupy cause or permit the Occupation of any more Dwellings than those which have already been first Occupied on or before the Default Payment Date until such time as it has paid to the County Council and the County Council has received payment of the Early Years Contribution in full.

- 1.1.6 The Owner covenants to give the County Council 10 Working Days prior written notice of the anticipated date for reaching the triggers specified in this Schedule 8.

Schedule 9

Highways

In this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- "Bus Shelter Extension Works"** means the works to extend the existing bus shelter provision at the Railway Station to provide an additional shelter to increase the number of shelters from two to three;
- "Cambridgeshire Guided Busway Contribution"** means the sum of £100,000 (one hundred thousand pounds) payable towards the cost of the County Council removing vehicle traps and installing ANPR on the Cambridgeshire Guided Busway in the vicinity of the Site;
- "Chesterton Way Enhancement Part 1 Works"** means the enhancement works to Chesterton Way where the Cambridgeshire Guided Busway enters the Site comprising the widening and segregation of the cycleway and footway in the location labelled and shown indicatively shaded yellow on the Highways Plan;
- "Chesterton Way Enhancement Part 2 Works"** means the enhancement works to Chesterton Way where the Cambridgeshire Guided Busway enters the Site comprising interventions to slow vehicle speeds on their approach to the Railway Station along Chesterton Way and provide crossings in the location labelled and shown indicatively shaded blue on the Highways Plan;
- "Commercial Travel Plan"** a commercial travel plan (or such variation or replacement as may be Approved) for one or more Qualifying Commercial Unit(s) which accords with the principles of the Framework Travel Plan (in so far as relevant to such Qualifying Commercial Unit(s)), relating to that/those Qualifying Commercial Unit(s) to enable and encourage employees of such Qualifying Commercial Unit(s) to travel more sustainably to and from such Qualifying Commercial Unit(s) and reduce the need to travel altogether being site- and people-specific and comprising measures to mitigate the traffic effects of such Qualifying Commercial Unit(s) on the road network;
- "Commercial Travel Plan Coordinator"** the person appointed by the Owner to act as coordinator of a Commercial Travel Plan for a Qualifying Commercial Unit who shall be responsible for the implementation, monitoring and progress of that Commercial Travel Plan;
- "Cowley Road Improvement Contribution"** means the sum of £100,000 (one hundred thousand pounds) payable (unless otherwise agreed between the County Council and the Owner) towards the cost of the County Council carrying out improvement works to

	enhance the route to and from the Railway Station along Cowley Road being safety, lighting and amenity improvements;
"Defined Area"	means Long Reach Road, Fairbairn Road, Bourne Road, Cheney Way and Moss Road;
"Framework Travel Plan"	means the framework travel plan submitted to the District Council as part of the Application;
"Green Phase Crossing"	means the formalised crossing (the northern crossing) on Milton Avenue in the location labelled and shown indicatively shaded green on the Highways Plan;
"Milton Avenue Cycleway Works"	means the works needed to deliver the proposed cycle route along the west side of Milton Avenue in the location labelled and shown indicatively shaded pink on the Highways Plan;
"Milton Avenue to Chesterton Way Cycleway Connection Works"	means the works needed to deliver the proposed cycle route connection between Milton Avenue and Chesterton Way in the location labelled and shown indicatively shaded purple on the Highways Plan;
"Milton Interchange"	means Milton Interchange at the junction of the A14, the A10 and Milton Road, Cambridge;
"Milton Interchange Monitoring"	means the monitoring of traffic flows and queue lengths at Milton Interchange in accordance with the requirements of the Monitor and Manage Scheme;
"Mobility Hub Car Parking Management Plan"	means the plan to be submitted to the County Council outlining the management arrangements for the car parking within the Mobility Hub;
"Monitor and Manage Scheme"	the monitor and manage scheme appended to this Deed at Appendix 2 or such variation thereof submitted by the Owner and Approved by the County Council;
"Public Transport Information Works"	means works for the provision of public transport information in a publicly accessible location on the Site to assist visitors and users of the Site the cost of such works not to exceed the sum of £35,000 (thirty five thousand pounds) Index linked in accordance with adjustments in the BCIS index from the date of this Deed to the date the scope of the works are Approved by the County Council;
"Qualifying Commercial Unit"	means a Non-Residential Unit which has a floor area of more than 1,000 square metres but in any event, excluding the Mobility Hub;
"Railway Station"	means Cambridge North Railway Station;

"Red Phase Crossings"		means the two informal crossings on Milton Avenue in the locations labelled and shown indicatively shaded red on the Highways Plan;
"Residential Travel Plan"		a residential travel plan (or such variation or replacement as may be Approved) which accords with the principles of the Framework Travel Plan (in so far as relevant to the Residential Development) to enable and encourage residents to travel more sustainably and reduce the need to travel altogether being site and people-specific and comprising measures to mitigate the traffic effects of the Residential Development on the road network;
"Residential Travel Plan Coordinator"		the person appointed by the Owner to act as coordinator of the Residential Travel Plan who shall be responsible for the implementation, monitoring and progress of the Residential Travel Plan;
"Station Row Cycleway Works"		means the works needed to deliver the proposed cycle route along Station Row in the location labelled and shown indicatively shaded orange on the Highways Plan;
"STC Index Linked"		means adjusted by reference to BCIS from the date of this Deed to the date the contribution or relevant part thereof is allocated through a STC Notice;
"STC Notice"		means a notice that may be served by the County Council on the Owner in accordance with the requirements of the Monitor and Manage Scheme and this Schedule 9;
"Strategic Contribution"	Transport	means the sum of up to £1.62 million (one million six hundred and twenty thousand pounds) STC Index Linked which may become payable (in full or in part) as a consequence of one or more STC Notices being served on the Owner by the County Council pursuant to the Monitor and Manage Scheme such sum to be payable towards the cost of the County Council (or others) delivering the mitigation agreed by the Transport Review Group or determined by a Specialist in accordance with clause 12 such mitigation may include strategic transport infrastructure within the vicinity of the Site as well as any identified scheme at the A14/A10 interchange;
"Transport Review Group"		means the group to be established and to operate as provided for in Appendix 3;
"Wayfinding Works"		means signage works on the Site at key locations to assist visitors with finding their way around the Site the details of such works to first be submitted to and approved by the County Council;

PART 1 - ON SITE CYCLEWAYS

- 1 The Owner covenants with the County Council so as to bind the Purple Phase:
 - 1.1 Not to Occupy Building S04 until:
 - 1.1.1 the Milton Avenue Cycleway Works have been completed; and
 - 1.1.2 The Milton Avenue to Chesterton Way Cycle Connection Works have been completed.
- 2 The Owner covenants with the County Council so as to bind the Red Phase:
 - 2.1 Not to Occupy the later of Building S06 and Building S07 until the Station Row Cycleway Works have been completed.

PART 2 - CROSSING PROVISIONS ON MILTON AVENUE

- 1 The Owner covenants with the County Council so as to bind the Green Phase:
 - 1.1 Not to Occupy Block C until the Green Phase Crossing has been completed.
- 2 The Owner covenants with the County Council so as to bind the Red Phase:
 - 2.1 Not to Occupy Building S05 until the Red Phase Crossings have been completed.

PART 3 - ENHANCEMENTS TO CHESTERTON WAY

- 1 The Owner covenants with the County Council so as to bind the Purple Phase:
 - 1.1 Not to Occupy Building S04 until the Chesterton Way Enhancement Part 1 Works have been completed.
- 2 The Owner covenants with the County Council so as to bind the Green Phase:
 - 2.1 Not to Occupy Block B until the Chesterton Way Enhancement Part 2 Works have been completed.

PART 4 - CONTRIBUTIONS TO THE GUIDED BUSWAY AND COWLEY ROAD

- 1 The Owner covenants with the County Council so as to bind the Green Phase:
 - 1.1 Not to Occupy Block B until the Cambridgeshire Guided Busway Contribution has been paid to the County Council.
- 2 The Owner covenants with the County Council so as to bind the Site:
 - 2.1 Not to commence above ground construction on any Building until the Cowley Road Improvement Contribution has been paid to the County Council.

PART 5 - LOCAL CAR PARKING MONITORING

- 1 The Owner covenants with the County Council so as to bind the Site:
 - 1.1 not to Commence Development until:

- 1.1.1 it has undertaken at its own cost a survey of car parking arrangements within the Defined Area ("the **Local Car Parking Survey**") such survey to be carried out in accordance with a methodology to be approved in advance by the County Council; and
- 1.1.2 It has provided a copy of the results of the Local Car Parking Survey to the County Council.
- 1.2 If following first Occupation of the Development the County Council acting reasonably (and having regard to the Local Car Parking Survey) determines that a residents parking scheme or other parking intervention should be introduced within the Defined Area then:
 - 1.2.1 the Owner shall be notified in writing of the requirement;
 - 1.2.2 the County Council shall as soon as reasonably practicable implement the intervention or residents parking scheme within the Defined Area; and
 - 1.2.3 the Owner shall pay to the County Council within 20 Working Days of written demand the reasonable costs incurred by the County Council in implementing such scheme provided that the total costs recoverable by the County Council under this paragraph shall not exceed £75,000 and such demand shall not be made before the Owner has received the written notification from the County Council pursuant to paragraph 1.2.1.

PART 6 - WAYFINDING AND PUBLIC TRANSPORT INFORMATION

- 1 The Owner covenants with the County Council so as to bind the Red Phase not to Occupy any Building within the Red Phase (other than Building S05) until the Wayfinding Works have been completed in accordance with details that have first been submitted to and Approved by the County Council.
- 2 The Owner covenants with the County Council so as to bind the Red Phase:
 - 2.1 not to Occupy any Building within the Red Phase (other than Building S05) until the Public Transport Information Works have been completed in accordance with details that have first been submitted to and Approved by the County Council; and
 - 2.2 following the delivery of the Public Transport Information Works, to maintain the Public Transport Information Works in accordance with the details Approved by the County Council (or such revision thereof Approved from time to time by the County Council).

PART 7 - BUS SHELTER EXTENSION

- 1 Unless an alternative trigger is agreed in writing between the Owner and the County Council, the Owner covenants with the County Council so as to bind the Red Phase not to Occupy any Building within the Red Phase (other than Building S05) until the Bus Shelter Extension Works have been completed in accordance with details that have first been submitted to and Approved by the County Council.

PART 8 - MOBILITY HUB

- 1 The Owner covenants with the County Council so as to bind the Red Phase:
 - 1.1 To deliver the Mobility Hub before the Occupation of any Building within the Red Phase (other than the Mobility Hub).
 - 1.2 Not to Occupy any Building within the Red Phase (other than the Mobility Hub) until the Mobility Hub has been delivered.
- 2 The Owner covenants with the County Council so as to bind the Red Phase:
 - 2.1 to submit the Mobility Hub Car Parking Management Plan to the County Council for Approval prior to the first Occupation of the Mobility Hub;
 - 2.2 not to Occupy the Mobility Hub until the Mobility Hub Car Parking Management Plan has been Approved by the County Council; and
 - 2.3 unless otherwise agreed in writing by the County Council, from the first Occupation of the Mobility Hub to implement the Approved Mobility Hub Car Parking Management Plan and operate the Mobility Hub in accordance with the Approved Mobility Hub Car Parking Management Plan.

PART 9 - TRANSPORT REVIEW GROUP

- 1 The Owner covenants with the County Council so as to bind the Site:
 - 1.1 Not to Commence Development until the Owner has established the Transport Review Group and invited the County Council and National Highways to be members;
 - 1.2 The Owner covenants with the County Council from Commencement of Development to work with and as a member of the Transport Review Group in accordance with the provisions of Appendix 3.

PART 10 - VEHICLE TRIP MONITORING

- 1 The Owner covenants with the County Council so as to bind the Site:
 - 1.1 Not to Commence Development until the Owner has undertaken the baseline survey forming part of the Milton Interchange Monitoring identified in the Monitor and Manage Scheme and has submitted the result of such baseline survey to the County Council and National Highways;
 - 1.2 Subject to paragraph 2 of this Part 10, from Commencement of Development:
 - 1.2.1 to fully implement the Monitor and Manage Scheme (other than the baseline survey identified in paragraph 1.1 above);
 - 1.2.2 to supply the results of each monitoring exercise to the County Council and other members of the Transport Review Group within 10 Working Days of the relevant monitoring exercise being completed.
- 2 The parties agree that in circumstances where the full amount of the Strategic Transport Contribution has been paid to the County Council pursuant to Part 11 of this

Schedule (being £1.62 million (one million six hundred and twenty thousand pounds) STC Index Linked) then no further survey or monitoring is required to be carried out pursuant to the Monitor and Manage Scheme.

PART 11 - STRATEGIC TRANSPORT CONTRIBUTION

- 1 The Owner covenants with the County Council so as to bind the Site:
 - 1.1 To pay that part of the Strategic Transport Contribution identified in a STC Notice within 30 Working Days of receipt of such STC Notice PROVIDED THAT:
 - 1.1.1 The total value in aggregate of all contributions sought pursuant to STC Notices shall not exceed £1.62 million (one million six hundred and twenty thousand pounds) STC Index Linked; and
 - 1.1.2 The STC Notice shall only seek the whole or a part of the Strategic Transport Contribution when:
 - (i) the monitoring undertaken by the Owner has identified an exceedance of a trip budget in accordance with the Monitor and Manage Scheme;
 - (ii) in response to such exceedance the Transport Review Group has agreed the extent of mitigation required as a result of such exceedance and obtained and agreed a cost for such mitigation or in the absence of agreement, such mitigation and/or costing (as appropriate) has been determined by a Specialist pursuant to clause 12;
 - (iii) Without prejudice to paragraph 1.1.1 above, the contribution sought in the STC Notice shall not exceed the value of the costing identified in paragraph 1.1.2(ii) above for the relevant element of mitigation (as agreed or determined);
 - 1.1.3 When the final monitoring exercise has been carried out pursuant to the Monitor and Manage Scheme and it has been agreed or determined whether any Strategic Transport Contribution is payable in connection with such final monitoring exercise and if payable, any such Strategic Transport Contribution has been paid in accordance with this paragraph, then thereafter no Strategic Transport Contribution shall be sought nor be payable and no STC Notice served on the Owner;
 - 1.1.4 The cost of any interim travel planning measures implemented by the Owner can be deducted from the aggregate value of the Strategic Transport Contribution; and
 - 1.1.5 In any event no Strategic Transport Contribution shall be sought nor payable and no STC Notice served on the Owner after the date 10 years following the date of the first car parking monitoring exercise undertaken pursuant to the Monitor and Manage Scheme.

PART 12 - TRAVEL PLANS

- 1 The Owner covenants with the County Council so as to bind the Green Phase:
 - 1.1 Not to Occupy any Buildings within the Green Phase until:
 - 1.1.1 The Residential Travel Plan Coordinator has been appointed in relation to the Residential Development and commenced their responsibilities, and the details of such Residential Travel Plan Coordinator have been notified to the County Council; and
 - 1.1.2 the Residential Travel Plan has been submitted to and approved in writing by the County Council.
 - 1.2 From first Occupation of the first Building within the Green Phase to fully implement the measures identified in the Approved Residential Travel Plan and monitor and review the success of the Residential Travel Plan in accordance with the methodology and programme agreed as part thereof.
- 2 The Owner covenants with the County Council so as to bind the Site (other than the Green Phase):
 - 2.1 Not to Occupy any Qualifying Commercial Unit until:
 - 2.1.1 a Commercial Travel Plan Coordinator for that Qualifying Commercial Unit has been appointed and commenced their responsibilities, and the details of such Commercial Travel Plan Coordinator have been notified to the County Council; and
 - 2.1.2 the Commercial Travel Plan for that Qualifying Commercial Unit has been submitted to and approved in writing by the County Council.
 - 2.2 From first Occupation of such Qualifying Commercial Unit to fully implement the measures identified in the Approved Commercial Travel Plan in relation to such Qualifying Commercial Unit and monitor and review the success of the Commercial Travel Plan in accordance with the methodology and programme agreed as part thereof.
- 3 The parties agree that the obligations in paragraph 2 above shall relate to and be enforceable against each Qualifying Commercial Unit separately.

Schedule 10

Councils' Covenants

PART 1 - DISTRICT COUNCIL COVENANTS

The District Council hereby covenants with the Owner:

- 1 to deposit all monies received pursuant to this Deed into an identifiable interest bearing account PROVIDED THAT the District Council shall be entitled to use all interest accrued on any monies from the date the actual payment is made until the date the actual monies are spent but subject as follows;
- 2 to expend all monies it receives pursuant to this Deed (and interest thereon) solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums;
- 3 not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed;
- 4 upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the District Council pursuant to this Deed;
- 5 as soon as reasonably practicable and in any event within twenty (20) Working Days following the discharge of one or more of the Planning Obligations (or part thereof where it relates separately to parts of the Site) or following receipt of a written request from the Owner to issue to the Owner a letter confirming the said discharge PROVIDED THAT such a request may be made at any time after the end of the period during which any such Planning Obligation is imposed and more than one such request may be made in relation to any such Planning Obligation;
- 6 if at the end of ten (10) years from the date of receipt any sum of money received by the District Council pursuant to this Deed has not been expended (or committed to be expended) for the purpose for which it was paid the District Council shall reimburse the unexpended (or uncommitted) sum together with interest accrued in accordance with paragraph 1 above to the person who made the payment, PROVIDED THAT such reimbursement shall be made as soon as reasonably practicable upon written request from the Owner from the end of the said ten (10) year period AND PROVIDED FURTHER THAT where the District Council has received such a sum of money and that sum of money is then to be paid by the District Council to a third party in accordance or in a manner consistent with the terms of this Deed the District Council shall not make any such payment to a third party until the District Council has received written confirmation from that third party that suitable relevant arrangements are in place in relation to the expenditure by that third party of such sum (including where relevant that a construction contract or other suitable arrangement is in place in relation to the provision of the infrastructure, facility or other mitigation to which the said sum is to be applied);
- 7 to act promptly and diligently in relation to any matter where the District Council's Approval or agreement (however expressed) is required;
- 8 to observe and perform the provisions of each Schedule and Appendix of this Deed insofar as they require observance and/or performance by the District Council and to act in good faith and to co-operate with the Owner in relation thereto.

PART 2 - COUNTY COUNCIL'S COVENANTS

The County Council hereby covenants as follows with the Owner:

- 1 to deposit all monies received pursuant to this Deed into an identifiable account PROVIDED THAT the County Council shall be entitled to use all interest accrued on those monies from the date the actual payment is made until the date the actual monies are spent towards the purpose for which those monies were paid;
- 2 to expend all monies received pursuant to this Deed and interest earned solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums;
- 3 not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed;
- 4 upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the County Council pursuant to this Deed;
- 5 as soon as reasonably practicable following receipt of a written request from the Owner requesting confirmation that one or more of the Planning Obligations has been complied with to issue to the Owner a letter confirming the said discharge PROVIDED THAT such a request may be made at any time after the end of the period during which any such Planning Obligation is imposed and more than one such request may be made in relation to any such Planning Obligation;
- 6 if at the end of 10 years from the date which the relevant contribution has been paid any sum of money received by the County Council pursuant to this Deed has not been expended for the purpose for which it was paid or deemed to have been paid to reimburse the unexpended sum together with any interest accrued (if any interest has accrued and for the avoidance of doubt, there is no obligation to accrue interest at any particular rate) to the person who made the payment PROVIDED THAT such reimbursement shall be made as soon as reasonably practicable upon written request from the end of the said 10 year period and if before the expiry of the relevant period there is any contract or contracts in existence (including for the avoidance of doubt any provisions of works or services by the County Council's direct service organisation) which in the reasonable discretion of the County Council is attributable to the purpose for which the relevant contribution was made and such contract or contracts shall be completed after the expiry of the relevant period then any sum to be repaid to the Owner shall be repaid within 20 Working Days following payment of the final account of any and all such contracts and the sum to be repaid shall be less all reasonable costs incurred and/or paid to provide the said works or improvements pursuant to such contracts;
- 7 to observe and perform the provisions of each Schedule and Appendix of this Deed insofar as they require observance and/or performance by the County Council and to act in good faith and to co-operate with the Owner in relation thereto.
- 8 At the written request of the Owner to enter into an Adoption Agreement with the Owner as soon as reasonably practicable on the terms set out in Schedule 6.
- 9 To become a member of the Transport Review Group and perform its role as such a member of the Transport Review Group in accordance with the requirements of Schedule 9 and Appendix 3.

- 10 Not to serve a STC Notice on the Owner otherwise than in accordance with the requirements of the Monitor and Manage Scheme and sub-paragraphs 1.1.1 to 1.1.5 of Part 11 of Schedule 9.
- 11 Upon receipt of any part of the Strategic Transport Contribution following service of a STC Notice to expend such part of the contribution on the mitigation agreed by the Transport Review Group (or determined by a Specialist) pursuant to the Monitor and Manage Scheme.

Appendices

Appendix 1

Plans and Drawings

- 1 Site Plan – titled 'Cambridge North Site Plan'.
- 2 The Landscape Plan – Drawing 630_01(MP)025 Rev P1 dated May 2023.
- 3 The Highways Plan – titled 'Highways S106 Obligations', Drawing 05425-TR-001-P01 dated 18 May 2023.
- 4 Busway Route Plan – titled 'Extent of the Guided Bus Route to be offered for adoption', Drawing 05425-TR-002-P01.

CAMBRIDGE NORTH SITE PLAN

Stuart Jones
Stuart Jones

Ken Jones

Hebmatin

LEGEND:

- 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

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



Stefan Jans Zandall
Information

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

Robert Myers Associates
LANDSCAPE ARCHITECTURE



13-15 Covent Garden
Cambridge
CB1 2HG

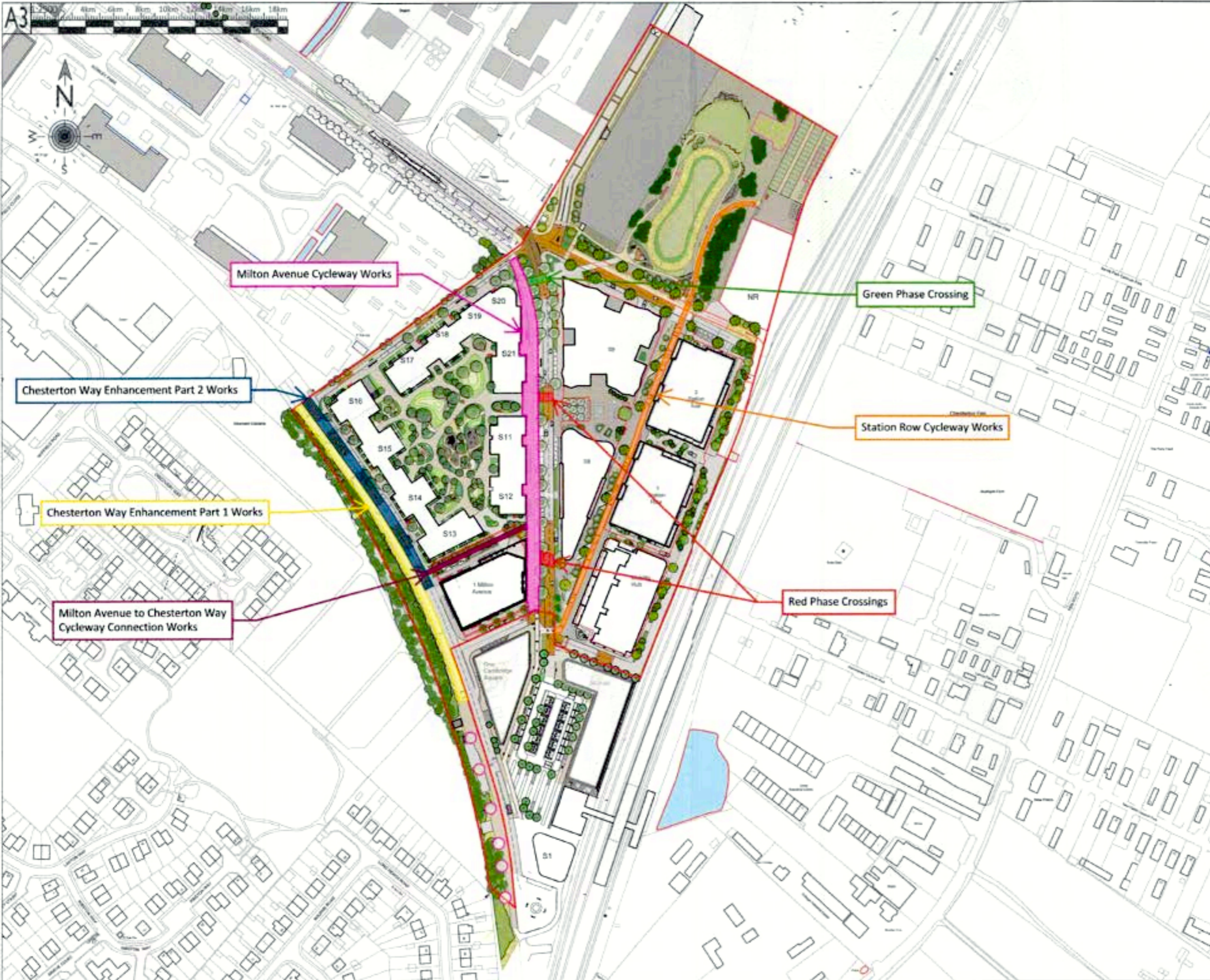
Tel: +44 (0) 1223 351400

info@robertmyers-associates.co.uk
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DO NOT SCALE FROM THIS DRAWING
© ROBERT MYERS ASSOCIATES

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





NOTES
These drawings have been produced with reference to the CDMA 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_01MPP001

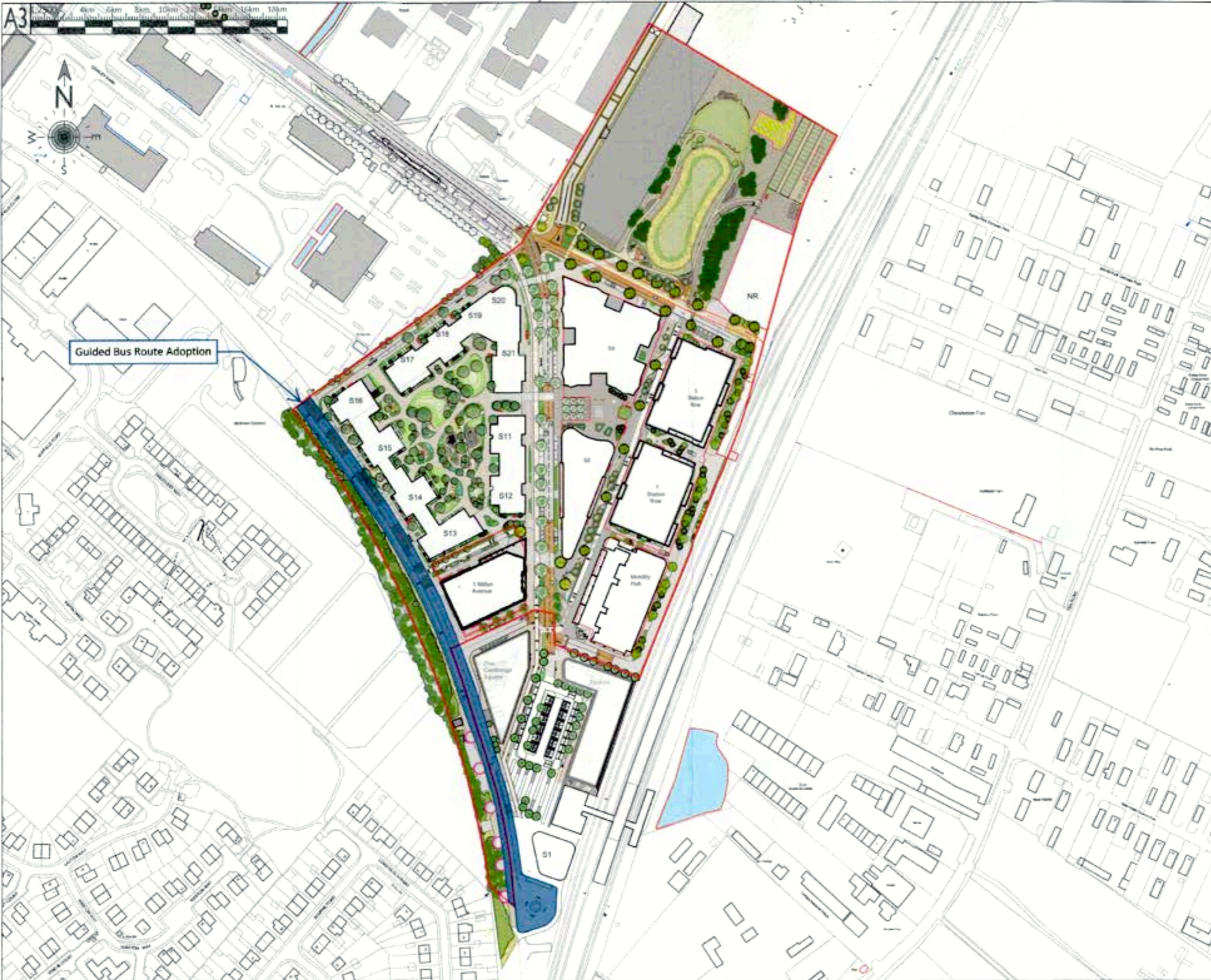
Stewart
W. Taylor
Stephen J. Rudell
Information



Brookgate
Cambridge North
Highways S106 Obligations

INFORMATION
05425 - TR - 001 - P01
05425-TR-A-001-P01-Highways S106 Obligations
A3/01.2500 LB EK 18/05/2023

A3



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 3.

Sited on Robbery Myer Associates Drawing No. 03/04/0001

Stevens
Mr Tom

Stephen J. J. J. J.

Handwritten signature



Brookgate
 Cambridge North
 Extent of the Guided Bus Route to be offered for adoption

INFORMATION
 05425 - TR - 002 - P01
 05425-TR-A-002-P01-Guided Bus Route Adoption
 A3/01 2500 LB EK 19/05/2023

Appendix 2
Monitor and Manage Scheme



Technical Note

I. Introduction

- 1.1.1 This Technical Note (TN) sets out the principles of a proposed Monitor and Manage process to be applied to the proposed development at Cambridge North (LPA ref: 22/02771/OUT, appeal ref: APP/W0530/W/23/3315611).
- 1.1.2 The content of this TN reflects that presented to officers of Cambridgeshire County Council (CCC) Transport Assessment team at a meeting on 23rd March 2023, and discussed again at a subsequent meeting on 9th May 2023. The TN has been updated further to consultation with National Highways (NH) on the Milton Interchange Monitoring and the methodology is presented here reflects the principles agreed with NH and CCC for inclusion within the draft S106 agreement.

2. Peak Hour Vehicle Trip Budget Monitoring

- When?
 - Commence trip budget monitoring when 50% of the commercial space is occupied.
- What?
 - Count of vehicles accessing commercial car parking areas to establish position against peak hour vehicle trip budgets as set out at Table 5.1 of the Transport Assessment prepared by PJA (27 May 2022), reproduced below.

TA Table 5.1: Cambridge North, Brookgate Peak Hour Vehicle Trip Budget

	Arrivals	Departures	Two-way
AM Peak (08:00-09:00)	214	142	356
PM Peak (17:00-18:00)	92	182	274

- Surveys undertaken for a period of 1 calendar month.
- Frequency
 - Further monitoring exercise to be carried out on each of the 1st, 2nd, 3rd, 4th and 5th anniversaries of the first survey

- If commercial floorspace within the development is not fully occupied at 6 years, a final full survey would be undertaken upon full occupation of the commercial floorspace, or if earlier, 10 years following the first car park survey.
- Results
 - Presented to Transport Review Group organisations (CCC, LPA, NH)
 - If the results of the surveys demonstrate that the development is operating within the peak hour vehicle trip budgets, no actions would be required.
 - If the peak hour vehicle trip budget was shown to have been exceeded (exceedance defined as the number of vehicle trips accessing or egressing the site exceeding the peak hour vehicle trip budgets for more than 10 working days within the month), there would be a period of 12 months to remedy.
 - Re-survey after 12 months to establish position against budget.
 - If the peak hour vehicle trip budget is still exceeded, the Transport Review Group would convene to agree the extent of mitigation required and obtain and agree a cost for such mitigation, drawing upon the Strategic Transport Contribution of up to £1.62m as appropriate.

Milton Interchange Monitoring

- 3.1.1 Alongside monitoring of the peak hour vehicle trip budgets, and in response to National Highway's consultation response dated 6th January 2023, monitoring of the Milton Interchange junction would be undertaken. The monitoring would capture traffic flows and queue lengths at Milton Interchange over two-hour morning and evening peak periods, coinciding with the monitoring of the on-site car parks. The results of the surveys would be reported to the transport review group. A baseline survey would be carried out prior to the commencement of the development, followed by an interim survey at 75% occupancy and a final survey at full completion.

Appendix 3

Transport Review Group

The terms of reference and role of the group:

- 1.1 The Transport Review Group's (TRG) role is to:
- 1.1.1 review the results of the monitoring undertaken pursuant to the Monitor and Manage Scheme and Part 10 of Schedule 9 to the Deed;
 - 1.1.2 determine if the trip budget has been exceeded in line with the Monitor and Manage Scheme;
 - 1.1.3 if the TRG determines that the trip budget has been exceeded on two consecutive annual surveys, determine any reasonable and proportionate remedial measures required, including:
 - (i) the nature and extent of such measures;
 - (ii) the cost of such measures; and
 - (iii) the amount of the Strategic Transport Contribution which may be payable by the Owner in accordance with Part 11 of Schedule 9 to the Deed.
- 1.2 The TRG shall also be a forum for the County Council to report to the Owner on the spending of any monies forming part of the Strategic Transport Contribution.
- 1.3 In carrying out its functions, and operating within its terms of reference, the TRG will work collaboratively and in cooperation with other relevant stakeholders to enable efficient use of resources and to avoid where possible any abortive works or expenditure.

Membership

- 1.4 The membership of the group, in the first instance, is proposed to be the County Council with the Owner (or its development manager).
- 1.5 The Owner and the County Council shall be the members of the TRG with voting rights on the matters set out in paragraph 1.1 above. Where the group contains other members, those other members shall be consulted for their views on such matters but shall not have a vote.
- 1.6 Where the voting members are unable to agree on an outcome through the TRG voting process, such matter shall be referred to a Specialist in accordance with clause 12 of this Agreement.
- 1.7 Other stakeholders and interested parties may be invited to meetings depending on the agenda for example:
- 1.7.1 Representatives from the Cambridgeshire and Peterborough Combined Authority;

- 1.7.2 National Highways;
- 1.7.3 Local bus operators;
- 1.7.4 Network Rail, Train Operating Company or other train operator;
- 1.7.5 Other travel plan coordinators in the local area; and
- 1.7.6 the Greater Cambridgeshire Partnership.

Frequency of meetings, agendas and reporting

- 1.8 Meetings will take place within 1 month from the completion of each survey undertaken pursuant to the Monitor and Manage Scheme, but the members may from time to time agree a different frequency or ad hoc meetings.
- 1.9 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will lie with the Owner.
- 1.10 Minutes are to be circulated and agreed within 2 weeks from the relevant meeting subject to members first agreeing matters regarding the publicity of relevant minutes. Any specific actions required between meetings will be addressed via email.

Appendix 4

First Homes

Defined terms in Schedule 1 and where appropriate those used in clause 1.1 of this Deed apply equally to this Appendix 4.

DELIVERY MECHANISM

- 1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 1.1 the Eligibility Criteria (National); and
 - 1.2 the Eligibility Criteria (Local) (if any).
- 2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion of that First Home) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 1.2 above shall cease to apply.
- 3 Subject to paragraphs 6 to 10 below, no First Home shall be First Home Disposed of (whether on a first or any subsequent sale) unless not less than fifty percent (50%) of the purchase price is funded by a first mortgage or other home purchase plan with a First Home Mortgagee.
- 4 No First Home shall be First Home Disposed of (whether on a first or any subsequent sale) unless and until:
 - 4.1 The District Council has been provided with evidence that:
 - 4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 2 applies meets the Eligibility Criteria (Local) (if any)
 - 4.1.2 the Dwelling is being First Home Disposed of as a First Home at the Discount First Homes Market Price and
 - 4.1.3 the transfer of the First Home includes:
 - a) a definition of the "Council" which shall be the District Council
 - b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 1 to 9 of Appendix 4 of the S106 Agreement a copy of which is attached hereto as the Annexure."
 - c) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or

otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions

d) a copy of the First Homes Provisions in an Annexure

4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3 and 4.1 above have been met.

5 On the first First Home Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition".

6 The owner of a First Home (which for the purposes of this clause shall include the developer and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:

6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 1 and 2 above (and in the case of a first First Home Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion of the relevant First Home) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 3 and 4.1; or

6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

7 Upon receipt of an application served in accordance with paragraph 6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount First Homes Market Price.

8 If the District Council is satisfied that either of the grounds in paragraph 6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6 that the relevant Dwelling may be disposed of:

8.1 to the District Council at the Discount First Homes Market Price; or

8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

- 9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6 serve notice on the owner setting out the further steps it requires the owner to take to secure the First Home Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to First Homes Dispose of the Dwelling as a First Home he may serve notice on the District Council in accordance with paragraph 6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.
- 10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount First Homes Market Price in accordance with paragraphs 8 or 9 above the Owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 11 Upon receipt of the Additional First Homes Contribution the District Council shall:
- 11.1 Within ten (10) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 5 where such restriction has previously been registered against the relevant title;
- 11.2 apply all monies received towards the provision of Affordable Housing within the District Council's administrative area.
- 12 Any person who purchases a First Home free of the restrictions in this Deed pursuant to the provisions in paragraphs 8 to 10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

USE

- 13 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise First Home Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 13.1 – 13.4 below.
- 13.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, PROVIDED THAT the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 13.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 13.3 A letting or sub-letting permitted pursuant to paragraph 13.1 or 13.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 13.4 Nothing in this paragraph 13 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

FIRST HOME MORTGAGEE EXCLUSION

- 14 The obligations in Schedule 1 and paragraphs 1-13 of this Appendix in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a First Home Receiver)) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or First Home Receiver PROVIDED THAT:
- 14.1 such First Home Mortgagee or First Home Receiver shall first give written notice to the District Council of its intention to dispose of the relevant First Home; and
 - 14.2 once written notice of intention to dispose of the relevant First Home has been given by the First Home Mortgagee or First Home Receiver to the District Council the First Home Mortgagee or First Home Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 14.3;
 - 14.3 following the disposal of the relevant First Home the First Home Mortgagee or First Home Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution;

14.4 following receipt of written notification of the disposal of the relevant First Home the District Council shall:

14.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5; and

14.4.2 apply all such monies received towards the provision of Affordable Housing within the District Council's administrative area.

The COMMON SEAL of SOUTH CAMBRIDGESHIRE
DISTRICT COUNCIL was hereunto affixed in)
the presence of)

[Handwritten signature]



M008161
13/7/2023

Head of Legal Practice

The COMMON SEAL of)
CAMBRIDGESHIRE COUNTY COUNCIL)
was hereunto affixed in)
the presence of)

Stephen James Randall



806/23

Head of Legal Services

SEALING OFFICER.

IN WITNESS of which this Deed is executed as a Deed

IN WITNESS WHEREOF Network Rail has hereunto affixed its common seal on the day first written above

EXECUTED as a deed)
by affixing the COMMON SEAL of)
NETWORK RAIL)
INFRASTRUCTURE LIMITED)
in the presence of)



SEAL NO 47043.

Termination

Authorised Signatory

Dated: 7 July 2023

EXECUTED as a DEED by)
BROOKGATE LAND LIMITED)
acting by two directors or one director and its secretary)

Director's signature: *S.J. Tope*
Director's name: S.J. Tope

Secretary/ Director's signature: *S.C. Woolley*
Secretary/ Director's name: S.C. Woolley

