

DATED this 31st day of July 2019

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(1) SMITHSONHILL LIMITED

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

(5) [REDACTED]

(6) [REDACTED]

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Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 in relation to an outline planning application (all matters reserved) for development of an AgriTech technology park at land to the east of the A1301, south of the A505 near Hinxton and west of the A1301, north of the A505 near Whittlesford

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THIS DEED is made on 31st day of July 2019

**BETWEEN**

(1) **Smithsonhill Limited (Co Regn No.07138848) whose registered office is at Office 4 Solopark House, Station Road, Pampisford, Cambridge CB22 3HB ("the First Owner")**

(2)

[REDACTED]

together known as the "Owners"

(3)

[REDACTED]

(4)

[REDACTED]

together known as the "Mortgagees"

(5) **South Cambridgeshire District Council of South Cambridgeshire Hall, Cambourne Business Park Cambourne, Cambridge CB23 6EA ("the District")**

(6) **Cambridgeshire County Council of Shire Hall, Castle Hill, Cambridge CB3 0AP ("the County")**

together known as the "the Councils"

together known as "the Parties"

**WHEREAS:**

- (A) The District is the local planning authority for the purposes of the Act for the area within which the Application Site is situated and as such is the local planning authority entitled to enforce the terms of this Deed.
- (B) The County is the local highway authority for the area within which the Application Site is situated.
- (C) The First Owner is the freehold owner of part of the Application Site with title absolute at HM Land Registry under title numbers CB275898, CB287598, and CB274227.
- (D) The Second Owner is the freeholder owner of part of the Application Site with title absolute at HM Land Registry under title number CB272352.
- (E) The First Mortgagee has a registered charge over part of the Application Site under title numbers CB274227, CB275898 and CB287598 dated 15 January 2016.
- (F) The Second Mortgagee has a registered charge over part of the Application Site under title number CB277352 dated 6 May 2003.
- (G) There are various areas of unregistered land which fall within the Application Site the ownership of which is unknown to the Parties. There are also two registered freehold interests (namely those registered with freehold title absolute under Title Numbers CB339197 and CB345568). The Parties agree that these areas of

unregistered land and the land registered under Title Numbers CB339197 and CB345568 are not to be bound by this Deed and the Owners have confirmed that they will not be prevented from performing the obligations contained herein notwithstanding that these interests are not bound by this Deed

- (H) The Application has been made to the District for planning permission for the Development on the Application Site.
- (I) The Application was refused by the District on 13 March 2018 and the Owners appealed to the Secretary of State on 24 August 2018.
- (J) In the event the Secretary of State grants Planning Permission for the Development the Parties have agreed to the completion of this agreement to secure the planning obligations contained in this Deed.
- (K) The Owners with the consent of the Mortgagees have agreed to give this Deed in satisfaction that provision should be made for regulating or facilitating the Development or use of the Application Site in the manner hereinafter appearing.

**NOW THIS DEED WITNESSES** as follows:

1. Definitions and Interpretation

- 1.1. The words and phrases shall, unless the context otherwise requires, have the following meanings:-

**A505/Hunts Road Alternative Works"** means an alternative scheme to be constructed by the County using the A505/Hunts Road Works Bond which mitigates the transport impacts of the Development to at least the same substantive effect as the A505/Hunts Road Works AND FOR AVOIDANCE OF DOUBT the County can only use the A505/Hunts Road Works Bond for this alternative scheme or the A505/Hunts Road Works and cannot seek further costs from the Owners

**"A505/Hunts Road Works"** means the replacement of the existing Hunts Road roundabout junction with the A505 with a traffic signalled controlled junction all as shown indicatively on the A505/Hunts Road Works Plan

<b>"A505/Hunts Road Works Bond"</b>	means the bond for the A505/Hunts Road Works Sum which shall be entered into by the Owners in favour of the County with a surety to be approved by the County in writing which shall enable the County to call upon the A505/Hunts Road Works Bond in the event that it elects to construct or secure the construction of the A505/Hunts Road Works or the A505/Hunts Road Works Alternative Works in accordance with paragraph 10.7 of this Deed
<b>"A505/Hunts Road Works Sum"</b>	means the value of the A505/Hunts Road Works that has been notified to the Owner by the County pursuant to the Cost Analysis in Schedule 1, paragraph 10.1 to paragraphs 10.4 of this Deed
<b>"A505/Hunts Road Works Plan"</b>	means the plan attached to this Deed and referred to as the "A505/Hunts Road Works Plan" (Drawing Number PL02C titled Proposed Mitigation at Junction 2: A505/Hunts Road)
<b>"A505/Moorfield Road Alternative Works"</b>	means an alternative scheme to be constructed by the County using the A505/Moorfield Road Works Bond which mitigates the transport impacts of the Development to at least the same substantive effect as the A505/Moorfield Road Works AND FOR AVOIDANCE OF DOUBT the County can only use the A505/Moorfield Road Works Bond for this alternative scheme or the A505/Moorfield Road Works and cannot seek further costs from the Owners
<b>"A505/Moorfield Road Works"</b>	means the replacement of the Moorfield Road priority junction with the A505 with a traffic signal-controlled junction as shown indicatively on the A505/Moorfield Road Works Plan

<b>"A505/Moorfield Road Works Bond"</b>	means the bond for the A505/Moorfield Road Works Sum which shall be entered into by the Owners in favour of the County with a surety to be approved by the County in writing which shall enable the County to call upon the A505/Moorfield Road Works Bond in the event that it elects to construct or secure the construction of the A505/Moorfield Road Works or the A505/Moorfield Road Works Alternative Works in accordance with paragraph 9.7 of this Deed
<b>"A505/Moorfield Road Works Sum"</b>	means the value of the A505/Moorfield Road Works that has been notified to the Owner by the County pursuant to the Cost Analysis in Schedule 1, paragraph 9.1 to paragraphs 9.4 of this Deed
<b>"A505/Moorfield Road Works Plan"</b>	means the plan attached to this Deed and referred to as the "A505/Moorfield Road Works Plan" (Drawing Number PL03C titled Proposed Mitigation at Junction 3: A505/Moorfield Road)
<b>"Act"</b>	means the Town and Country Planning Act 1990 (as amended)
<b>"Agreed Parking Works"</b>	means the mitigation measures to be agreed between the Owners and the County that are required to be carried out in order to comply with the Parking Management Plan in accordance with Schedule 1, paragraph 5.6 of this Deed
<b>"Annual Action Plan"</b>	means a timetable and specification detailing how the measures identified in the Framework Travel Plan are to be carried out and shall include: <ul style="list-style-type: none"> <li>(1) the tasks and measures to be carried out in order to ensure compliance with the Target Mode Share and the provisions of the Framework Travel Plan;</li> </ul>

- (2) the timescales for implementing the measures referred to at (1) above;
- (3) details of the appointment of the appropriate persons to carry out such tasks at (1) above which for the avoidance of doubt shall not be limited to the Framework Travel Plan Coordinator; and
- (4) provision for the Annual Action Plan to be updated on an annual basis and for such updated plan to be submitted to the County for its approval in writing in accordance with a timeframe to be approved by the County in writing

**"Annual Travel Plan Monitoring Report"**

means a report setting out the details and results of the Framework Annual Travel Plan Survey

**"Appeal"**

means the appeal to the Secretary of State of the refusal of the Application by the District and allocated the Planning Inspectorate reference number APP/W0530/W/18/3210008

**"Application"**

means the application for outline planning permission (all matters reserved) for development of an AgriTech technology park submitted by the First Owner to the District and received by the District dated 21 November 2017 and allocated reference number S/4099/17/OL

**"Application Site"**

means the land to the east of the A1301, south of the A505 near Hinxton and west of the A1301, north of the A505 near Whittlesford as shown edged red on the "Site Plan"

**"Bonds"**

means the A505/Hunts Road Works Bond, the A505/Moorfield Road Works Bond, the New Bus/Cycle Interchange Bond, the Monitoring Response Sum Bond and the Travel Plan Enhancement Bond

**"Building"**

means a building to be constructed in accordance with the Planning Permission comprised in the Development within which people go to as a place of work which for the avoidance of doubts excludes storage facilities and and plant rooms

**"Citi 7 Bus Service"**

means the existing Saffron Walden – Duxford – Sawston – Cambridge bus route provided by Stagecoach and as proposed to be diverted as shown on the Citi 7 Bus Service Plan

**"Citi 7 Bus Service Plan"**

means the plan attached to this Deed and referred to as the "Citi 7 Bus Service Plan" (Drawing Number 1736/01 Plan 12 titled "Proposed Public Transport Routes")

**"Commencement Date"**

means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site survey site or ground clearance (including demolition except in relation to listed buildings) archaeological or ecological investigations for the purpose of assessing ground or site conditions remedial or remediation work in respect of any contamination or other adverse ground conditions or diversion and laying or removal of services or erection or construction of temporary accesses and construction of access routes and/or highway works to facilitate the carrying out of the Development or any temporary erection of building or temporary means of enclosure including fences and hoardings including for site security and temporary display of site notices or advertisements or erection of temporary facilities for security personnel or the erection of security cameras or excavation for interim landscaping works or the construction of temporary internal roads or the provision of underground drainage and sewers and the laying and diversion of other services and service mediums or temporary use of land for car parking or other works or operations to enable any of these works to take place and "Commencement" and "Commence" and "Commences" and "Commenced" shall mutatis mutandis be construed accordingly

**"Cost Analysis"**

means the details and breakdown of the total costs of constructing either the New Bus/Cycle Interchange, or the A505/Moorfield Road Works, or the A505/Hunts Road Works as the case may be

**"County Works"**

means any or all of the following

- (1) The New Bus/Cycle Interchange or the New Bus/Cycle Interchange Alternative Works;
- (2) The A505/Hunts Road Works or the A505/Hunts Road Alternative Works;
- (3) The A505/Moorfield Road Works or the A505/Moorfield Road Alternative Works;

**"Development"**

means the development of the Application Site to provide an AgriTech technology park comprising up to 112,000 sqm employment floorspace (GEA), supporting infrastructure, amenities and landscape works including publicly accessible informal open space, enhancements to parkland; vehicle and cycle parking; service areas; bus / cycle Interchange on land west of the A1301 / north of A505; and Infrastructure works including new vehicular accesses, highway Improvement works, pedestrian and cycle links with bridge crossings over A1301 / A505 and River Cam, site re-profiling, drainage works, foul and water pumping stations and electricity sub-station; telecommunications Infrastructure and other associated works in accordance with the Planning Permission

**"Enhancement Fund Measures"**

means such additional transport measures to be agreed between the Owners and the County in accordance with Schedule 1, paragraph 12.21 of this Deed which are required to be carried out in order to comply with the Target Mode Share

**"Framework Annual Travel Plan Survey"**

means an annual travel survey of travel to and from the Development by staff and visitors to establish modes of travel to and from the Development to monitor the effectiveness of the Framework Travel Plan

**"Framework Annual Travel Plan Survey Methodology"** means the programme and methodology to be provided by the Owners to the County for its written approval showing how the Framework Annual Travel Plan Survey is to be carried out and how its findings are to be recorded in the Annual Travel Plan Monitoring Report

**"Framework Travel Plan"** means the document containing details of the overarching travel plan framework for the Development

**"Framework Travel Plan Co-Ordinator"** means the person appointed to act as the coordinator for the Framework Travel Plan who shall be approved by the County in writing and who shall be responsible for:

- (1) the monitoring and progress and reporting of such plans
- (2) providing support to any Individual Travel Plan Co-Ordinator and overseeing the implementation of any Individual Travel Plans

**"Indexed Linked"** means increasing the sum by reference to the BCIS All In Tender Price Indexation Issued by the Office for National Statistics (the comparisons between the index published in the month preceding the date that this Deed is completed and the index published in the month preceding the applicable later date for the actual date of each payment as required pursuant to this Deed)

**"Individual Travel Plan Coordinator"** means the person appointed to act as coordinator of the Individual Travel Plan for each Building who shall be responsible for the implementation, monitoring and progress reporting of such plans and liaising with the Framework Travel Plan Co-Ordinator and who shall be approved by the County in writing

**"Individual Travel Plan"** mean the travel plan for each Building to be approved by the County in accordance with this Deed

<b>"Interest"</b>	means the interest to be paid at the rate of 2% (two percent) per annum from the date when the payment is due to the date of payment
<b>"Interim Target Mode Share"</b>	means such revised Target Mode Share to be agreed between the County and the Owners in accordance with Schedule 1, paragraph 12.27 of this Deed
<b>"Landscape and Open Space Parameter Plan"</b>	means the plan attached to this Deed and referred to as the "Landscape and Open Space Parameter Plan" (Drawing Number 235701B-LA-PP103 rev A title "Landscape and open space parameter plan")
<b>"McDonalds Roundabout Improvements Works"</b>	<b>Junction</b> means the improvements to the existing McDonald's roundabout junction of the A505 and A1301 as shown indicatively on the McDonalds Roundabout Junction Improvements Works Plan
<b>"McDonalds Roundabout Improvements Works Plan"</b>	<b>Junction</b> means the plan attached to this Deed and referred to as the "McDonalds Roundabout Junction Improvements Works Plan" (Drawing Number PL04B titled Proposed Mitigation at Junction 7: A505/A1301 Roundabout)
<b>"Monitoring Response Sum"</b>	means the sum of £300,000 to be applied by the Owners towards any mitigation measures required to be carried out pursuant to the Agreed Parking Works
<b>"Monitoring Response Sum Bond"</b>	means the bond for the Monitoring Response Sum which shall be entered into by the Owners in favour of the County with a surety to be approved by the County in writing which shall enable the County to call upon the Monitoring Response Sum Bond in the event that the Owners fail to carry out the Agreed Parking Works or carry out measures required in accordance with Schedule 1, paragraph 5.10 being applied in accordance with this Deed

**"New Bus/Cycle Interchange"**

means the provision of a new bus/cycle interchange on land 400m east of Whittlesford Parkway as shown indicatively on the New Bus/Cycle Interchange Plan which for the avoidance of doubt shall include a bus turning area, a vehicle access with the A505 and the bus lanes on the A505 as shown on the New bus/Cycle Interchange Plan

**"New Bus/Cycle Interchange Alternative Works"**

means an alternative scheme to be constructed by the County using the New Bus/Cycle Interchange Bond which mitigates the transport impacts of the Development to at least the same substantive effect as the New Bus/Cycle Interchange AND FOR AVOIDANCE OF DOUBT the County can only use the New Bus/Cycle Interchange Bond for this alternative scheme or the New Bus/Cycle Interchange and cannot seek further costs from the Owners

**"New Bus/Cycle Interchange Bond"**

means the bond for the New Bus/Cycle Interchange Sum which shall be entered into by the Owners in favour of the County with a surety to be approved by the County in writing which shall enable the County to call upon the New Bus/Cycle Interchange Bond in the event that it elects to construct or secure the construction of the New Bus/Cycle Interchange or the New Bus/Cycle Interchange Alternative Works in accordance with Schedule 1, paragraph 7.7 of this Deed

**"New Bus/Cycle Interchange Sum"**

means the value of the New Bus/Cycle Interchange that has been notified to the Owners by the County pursuant to the Cost Analysis in Schedule 1, paragraph 7.1 to paragraphs 7.4 of this Deed

**"New Bus/Cycle Interchange Plan"**

means the plan attached to this Deed and labelled "New Bus/Cycle Interchange Plan" (Drawing Number 1736/01/207 H title "Proposed Bus/Cycle Interchange")

<b>"North Uttlesford Garden Village"</b>	means a proposed garden village settlement to the north of Essex in the parish of Great Chesterford on the borders with Cambridgeshire for a mixed-use development up to 5,000 new homes
<b>"Occupation"</b>	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" and "Occupier" shall be construed accordingly
<b>"Open Space"</b>	means the areas identified for the provision of open space and/or public realm as shown indicatively on the Landscape and Open Space Parameter Plan, and which may include any areas or spaces between buildings on the Development, and the routes providing access to such areas and references to "Open Space Area" or "Open Space Areas" shall be construed accordingly;
<b>"Parking Management Plan"</b>	means the document which provides for (as a minimum) the allocation, location, management and enforcement of parking at the Development and any other information requested in writing by the County
<b>"Parking Management Monitoring Plan"</b>	means the strategy for: <ul style="list-style-type: none"> <li>(1) monitoring the effectiveness of the Parking Management Plan;</li> <li>(2) monitoring the extent of any off-site parking in residential streets within one kilometer walk or 25 minutes' walk (whichever is greater) of the proposed Application Site access roundabout junction; and</li> <li>(3) determining the extent of any cut-through driving along residential roads through local villages of Hinnton, Duxford and Ickleton by</li> </ul>

the traffic generated by the Application Site.

The Parking Management Monitoring Plan shall also include details of the following:

- (i) How such monitoring is to take place and at what frequency and when it shall commence;
- (ii) An obligation that the monitoring results are to be shared yearly with both Councils and details of how the results of such monitoring are to be shared with both Councils;
- (iii) The locations of such monitoring and any monitoring equipment;
- (iv) An obligation to keep vehicle records of Occupiers available for inspection in the event that such information is requested by the Councils to ensure rat running undertaken by staff can be identified and addressed through the Travel Plans
- (v) Indications of any remediation works that will be required to be carried out or adjustments made to the Parking Management Plan in the event that the monitoring undertaken pursuant to the Parking Management Monitoring Plan identifies that the measures in the Parking Management Plan are not succeeding

**"Phased Public Open Space Plan"**

means a plan identifying the public Open Space Areas to be delivered within the relevant Phase

**"Phase"**

means Phase 1 or Phase 2 or Phase 3 or Phase 4 as shown on the Phasing Plan

**"Phase 1"**

means the part of the Application Site shown shaded yellow on the Phasing Plan

<b>"Phase 2"</b>	means the part of the Application Site shown shaded purple on the Phasing Plan
<b>"Phase 3"</b>	means the part of the Application Site shown shaded red on the Phasing Plan
<b>"Phase 4"</b>	means the part of the Application Site shown shaded blue on the Phasing Plan
<b>"Phasing Plan"</b>	means the plan attached to this Deed and labelled "Phasing Plan" or such other phasing plan identifying Phase 1 and Phase 2 and Phase 3 and Phase 4 as may from time to time be approved in writing by the District and the County in substitution thereof
<b>"Planning Permission"</b>	means the planning permission to be granted by the Secretary of State pursuant to the Application and Appeal
<b>"Private Shuttle Bus Service"</b>	means the provision of a new private shuttle bus service between the New Bus/Cycle Interchange (or Whittiesford Parkway Station in the event that the New Bus/Cycle Interchange Bond is required pursuant to the Deed) and the Development, which shall be free to use by the passengers and shall provide up to a ten minute frequency at peak periods, subject to demand and monitoring of travel plan targets, and coordinating with rail timetables throughout the day.
<b>"Programme"</b>	means a programme (or an updated programme as the case may be) of the current build out trajectory of the Development (or relevant part thereof)
<b>"Public and Private Transport Service Strategy"</b>	means a strategy for the provision of securing public and private transport services to and from the Development and which shall include the following: <ul style="list-style-type: none"> <li>(1) Details of how the Citi 7 Bus Service or equivalent bus service is to operate including the terms of any</li> </ul>

Service Level Agreement which will be entered into;

(2) Details of how the Private Shuttle Bus Service is to operate including:

a. locations between the New Bus/Cycle Interchange (or Whittlesford Parkway Station in the event that the New Bus/Cycle Interchange Bond is required pursuant to this Deed) and the Application Site

b. Service timings and frequency; and

c. Service routes;

(3) Evidence of consideration as to how either the Citi 7 Bus Service (or such equivalent bus service to be provided in accordance with this Deed) or the Private Shuttle Bus Service could be extended to serve other business parks within the location of the Application Site as part of a coordinated travel plan strategy

**"Secretary of State"**

means the Secretary of State for Housing Communities and Local Government.

**"Service Level Agreement"**

means an agreement between the operator of the Citi 7 Bus Service or such alternative bus operator as approved by the County in writing and the Owners on terms as agreed in the Approved Public and Private Transport Service Strategy to extend and/or increase the frequency of the Citi 7 Bus Service on its current route to stop at the New Bus/Cycle Interchange (or Whittlesford Parkway Station in the event that the New Bus/Cycle Interchange Bond is required pursuant to this Deed) and the Application Site

<b>"Shared Multi-User Route"</b>	means a 4.0m wide shared multi-user (for use by pedestrians, cycles and equestrians) route which shall include a new foot/ cycle/ equestrian overbridge connecting north-west to south-east across the A505/ A1301 (McDonald's) roundabout, from the east end of Station Road East at Whittlesford Parkway Station via the New Bus/Cycle Interchange to the Application Site as shown indicatively on the plan labelled "Shared Multi-User Route Plan"
<b>"Shared Multi-User Route Plan"</b>	means the plans attached to this Deed and referred to as the "Shared Multi-User Route Plan" (Drawing Numbers PL09, 1736/01/205G, 1736/01/206G, 1736/01/207H, PL04B, 1736/01/209H, PL05B and 1736/01/212G)
<b>"Site Plan"</b>	means the plan attached to this Deed and labelled "Site Plan" (Drawing Number 235701B-LA-001 A3 title "Site location plan")
<b>"Strategic Public Open Space Plan"</b>	means a plan identifying the strategic public Open Space Areas to be delivered outside of the Phases
<b>"Target Mode Share"</b>	means: <ul style="list-style-type: none"> <li>a) a maximum of 50% of staff travelling to the Application Site as a car driver;</li> <li>b) a maximum of 10% of staff travelling to the Application Site as a car passenger; and</li> <li>c) a minimum of 40% of staff travelling to the Application Site by sustainable modes namely walking, cycling bus/rail all as detailed in the Transport Assessment</li> </ul> <p>or any of them.</p>
<b>"Temporary Travel Plan Measures"</b>	mean such measures identified pursuant to Schedule 1, paragraph 12.27 as agreed between the County and the Owners in

order to ensure compliance with the Interim Target Mode Share

**"Transport Assessment"**

means the transport assessment detailed "A Park for AgriTech Hinxtton" Environmental Statement Technical Appendix J Traffic and Transport dated November 2017

**"Travel Plan Enhancement Sum"**

means the sum of £550,000 to be applied by the Owners towards any Enhancement Fund Measures or any Temporary Travel Plan Measures

**"Travel Plan Enhancement Bond"**

means the bond for the Travel Plan Enhancement Sum which shall be entered into by the Owners in favour of the County with a surety to be approved by the County in writing which shall enable the County to call upon the Travel Plan Enhancement Bond in the event that the Owners fail to carry out the Enhancement Fund Measures or Temporary Travel Plan Measures

**"Travel Plans"**

means the individual Travel Plan and/or the Framework Travel Plan

**"Working Days"**

means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and "Working Day" shall be construed accordingly

**In this Deed:-**

- 1.1.1. Reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Deed) from time to time;
- 1.1.2. reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;

- 1.1.3. reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.1.4. unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.1.5. words of the masculine gender include the feminine and neutral genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.1.6. words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.1.7. the clause and paragraph headings do not form part of this Deed and shall not be taken into account in its interpretation;
- 1.1.8. if any clause in this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 1.1.9. covenants made and undertakings given in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.1.10. reference to any party to this Deed shall include the successors in title to that party and any person deriving title through or under such party;
- 1.1.11. references to the District and the County shall include the successors to their respective statutory functions; and
- 1.1.12. the following plans and drawings annexed to this Deed are indicative only and will still be subject to detailed design safety audits and further operational assessment if required to the County's satisfaction: PL02C, PL03C, PL04B, PL05B, PL09, 1736/01/205G, 1736/01/206G, 1736/01/207H, 1736/01/209H, and 1736/01/212G.

2. Statutory Provisions

- 2.1. This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the planning obligations contained in this Deed are planning obligations for the purpose of that section and are entered into with the intent that the same shall be enforceable by the Councils not only against the Owners but also against the Owners' successors in title or any person claiming title through or under the Owners.
- 2.2. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act they are given pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 1 of the Localism Act 2011 and all other enabling powers.

3. Legal Effect

- 3.1. Other than the obligations on the Parties set out in clause 3.2 which shall have immediate effect the obligations in this Deed unless otherwise expressly stated in this Deed are conditional upon the grant of the Planning Permission and the Commencement Date.
- 3.2. The obligations in clauses 1, 5, 6.2, 7.2, 9, 10, 11, 14, 15, 16 and 19 shall have immediate effect from the date of this Deed.
- 3.3. Each of the obligations within this Deed shall take effect unless the Secretary of State to the Appeal indicates that an obligation within this Deed fails to satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

4. Validity

- 4.1. If any provision of this Deed is held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions will not unless the context otherwise requires be affected or impaired in consequence.

5. Local Land Charge

- 5.1. Covenants on behalf of the Parties contained in this Deed shall be treated as local land charges and shall be registered at the Local Land Charges Registry by the District for the purposes of the Local Land Charges Act 1975.

6. Covenants of the County

- 6.1. The County covenants with the Owners to observe and perform and cause to be observed and performed the obligations in Schedule 1 and 2 of this Deed.
- 6.2. The County covenants with the Owners to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorization, agreement or other similar affirmation is required the County agrees to use all reasonable endeavours to ensure that any such notice, consent, approval, authorization, agreement or other similar affirmation is given within 20 (twenty) Working Days from receipt of material to be approved (subject to its having being provided with such supporting information and documentation as may reasonably be required for that purpose) unless an alternative timeframe is specified in that particular clause or paragraph in this Deed.

7. Covenants of the District

- 7.1. The District covenants with the Owners to observe and perform and cause to be observed and performed the obligations in Schedule 1 of this Deed.
- 7.2. The District covenants with the Owners to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed, in particular, where any notice, consent, approval, authorization, agreement or other similar affirmation is required the District agrees to use all reasonable endeavours to ensure that any such notice, consent, approval, authorization, agreement or other similar affirmation is given within 20 (twenty) Working Days from receipt of material to be approved (subject to its having being provided with such supporting information and documentation as may reasonably be required for that purpose) unless an alternative timeframe is specified in that particular clause or paragraph in this Deed.

8. Covenants of the Owners

- 8.1. The Owners covenant with the Councils to observe and perform the obligations covenants and restrictions as contained in Schedule 1 of this Deed.

9. Successors In Title

9.1. Reference to any party to this Deed shall include the successors in title to that party and any person deriving title through or under such party.

9.2. The obligations contained in this Deed shall not be enforceable against a person whose sole interest in the Application Site is as a purchaser (freehold or leasehold) in occupation of a Building (or their respective mortgagee or any person deriving title from any of them).

9.3. The obligations contained in this Deed shall not be binding on or enforceable against any statutory undertaker or other person who acquires any part of the Application Site or Interest therein solely for the purposes of the supply of electricity gas water drainage telecommunications services or public transport.

10. Legal Fees

10.1. The Owners shall pay to the Councils on completion of this Deed their respective reasonable and proper legal costs incurred in the preparation and negotiation of this Deed.

11. Notices

11.1. Any notice to the Parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified (or alternative address as notified in advance and in writing to the relevant party):

**In respect of the Owners at:**

**The Company Secretary at the relevant address at the head of this Deed**

**In respect of the District at:**

**Director of Planning and Economic Department at the relevant address at the head of this Deed**

**In respect of the County at:**

**Head of Place and Economy at the relevant address at the head of this Deed**

**In respect of the Mortgagees at:**

**The Company Secretary at the relevant address at the head of this Deed**

12. Owners' Notifications

12.1. The Owners covenant to notify the Councils by written notice within 5 Working Days of the following events occurring:

12.1.1. Commencement Date;

12.1.2. first Occupation of the Development;

12.1.3. full occupation of the Development;

12.1.4. first Occupation of any Building.

12.2. The Owners covenant to notify the Councils no later than 21 Working Days prior to the following events occurring:

12.2.1. Occupation of 5,000 sqm of floorspace (GEA) within the Development

12.2.2. Occupation of 10, 000 sqm of floorspace (GEA) within the Development

12.2.3. Occupation of 15,000 sqm of floorspace (GEA) within the Development

12.2.4. Occupation of 20,000 sqm of floorspace (GEA) within the Development

12.2.5. Occupation of 25,000 sqm of floorspace (GEA) within the Development

13. Determination of Disputes

13.1. No party may elect to refer a dispute to the dispute resolution contained in Schedule 1 and Schedule 2 of this Deed unless they shall first have used reasonable endeavours for a period of not less than three months to mediate the dispute with the other party to the dispute through appropriate senior representatives from within the respective organisations.

13.2. In the event of any dispute or difference arising between the parties arising out of this Deed (which for the avoidance of doubt shall include any dispute concerning the mitigation measures to be agreed to comply with the Parking Management Plan or the Enhancement Fund Measures) such dispute or difference may be referred to an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the President

(or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications.

- 13.3. In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the expert to be appointed pursuant to Clause 13.2, or as to the appropriate professional body, within 10 Working Days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the expert to be appointed pursuant to Clause 13.2 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference. Such solicitor shall act as an expert and his decision as to the professional qualifications of such person, or as to the appropriate professional body, shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 13.4. The expert shall act as an expert and not as an arbitrator.
- 13.5. The expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 45 Working Days from the date of his appointment to act.
- 13.6. The expert shall be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 15 Working Days in respect of any such submission and material and the expert's decision shall be given in writing within 20 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 21 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest material error the expert's decision shall be final and binding on the said parties.
- 13.7. The expert may award the costs of the dispute resolution in such proportions as he see fit but in the absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares.

14. Contracts (rights of Third Parties) Act 1999

14.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed other than a successor in title (and in the case of the District and/or the County, a successor to their statutory functions) shall not have a right to enforce any of its terms.

15. Termination of this Deed

15.1. If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before the Commencement Date, this Deed shall cease to have effect but without prejudice to the right of either/both Councils to enforce any breach of the obligations in this Deed (in respect of which is applicable to them) occurring prior to such quashing, revocation or withdrawal.

15.2. No person shall be liable for any breach of the covenants or undertakings contained in this Deed which occur after the relevant person has parted with its entire interest in the Application Site but without prejudice to the rights of either/both Councils in respect of any breach which occurred prior to the parting of such interest.

15.3. Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Application Site in accordance with any planning permission (other than the Planning Permission) granted by the District or by the Secretary of State on appeal or reference to him after the date of this Deed SAVE TO the extent that any planning permission granted under section 73 of the Act shall if required by the District in writing be required to comply with the terms of this Deed.

16. Jurisdiction

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

17. Indexation

17.1. All sums referred as payable or to be applied by the Owners under this Deed shall be indexed linked from the date hereof to the date the payment is made.

18. Late Payment

18.1. If any payment by the Owners is due under this Deed is paid late interest will be payable from the date payment is due to the date of payment.

19. Mortgagee's Consent

19.1. The Mortgagees hereby acknowledge and declare that this Deed has been entered into by the Owners with their consent to the intent that the planning obligations shall be binding on the Application Site and that the security of the mortgages over the Application Site shall take effect subject to this Deed provided that the Mortgagees or any future mortgagee or chargee shall only be liable for any breach that it has caused whilst mortgagee in possession or which has occurred whilst it is mortgagee in possession and shall not be liable for any pre-existing breach BUT FOR THE AVOIDANCE OF DOUBT any successor in title to the Mortgagees will be responsible as a successor in title to the Owners for: (1) Any obligations still to be performed, and; (2) Any obligation which has not been satisfied in full because there has been a breach which has not been remedied or only partially remedied.

## **SCHEDULE 1**

### **Owners' Obligations**

#### **1. Public and Private Transport Service Strategy**

- 1.1. Prior to the Commencement Date, the Owners shall produce at their own cost and provide the Public and Private Transport Service Strategy to the County for its written approval.
- 1.2. No part of the Development shall commence until the Public and Private Transport Service Strategy has been approved by the County in writing (the "Approved Public and Private Transport Service Strategy").

#### **2. Citi 7 Bus Service**

- 2.1. Prior to first Occupation of the Development, the Owners shall enter into a Service Level Agreement to ensure that the Citi 7 Bus Service (or such other alternative bus service that has been agreed by the County in writing) is provided in accordance with the Approved Public and Private Transport Service Strategy.
- 2.2. The Citi 7 Bus Service (or such other alternative bus service that has been agreed by the County in writing) shall be provided for a period of five (5) years from first Occupation of the Development (or such later period as agreed with the County in writing) or until the County has confirmed in writing to the Owners that it is satisfied that sufficient evidence has been provided by the Owners that the Citi 7 Bus Service (or such other alternative bus service that has been agreed by the County in writing) is commercially viable self-sufficient (whichever is sooner).
- 2.3. The Owners shall not occupy or permit Occupation of the Development until they have entered into a Service Level Agreement with the operator of the existing Citi 7 Bus Service (or such alternative operator/service provider as may be agreed with the County in writing).

#### **3. Private Shuttle Bus Service**

- 3.1. Prior to first Occupation of the Development, the Owners shall provide the Private Shuttle Bus Service in accordance with the Approved Public and Private Transport Service Strategy and shall thereafter ensure that the Private Shuttle Bus Service is provided for the lifetime of the Development.

3.2. The Owners shall not Occupy or permit Occupation of the Development unless they have provided the Private Shuttle Bus Service in accordance with the Approved Public and Private Transport Service Strategy.

**4. Parking Management Plan**

4.1. Prior to first Occupation of the Development, the Owners shall prepare at their own cost and shall submit to the County for agreement in writing a Parking Management Plan.

4.2. The Owners shall not Occupy or cause or permit the Occupation of the Development until the Parking Management Plan has been approved in writing by the County ("the Approved Parking Management Plan")

4.3. The Owners shall implement in full from first Occupation of the Development the Approved Parking Management Plan and will continue to comply with the Approved Parking Management Plan for the duration of the Development subject to any amendments to the Approved Parking Management Plan to be made as a result of the monitoring undertaken pursuant to the Approved Parking Management Monitoring Plan.

**5. Parking Management Monitoring Plan**

5.1. Prior to first Occupation of the Development, the Owners shall prepare at their own cost and submit to the County for agreement in writing the Parking Management Monitoring Plan and the Monitoring Response Sum Bond (a draft of which shall have been submitted to and already approved by the County in writing).

5.2. The Owners shall not Occupy or cause or permit the Occupation of the Development until the Parking Management Monitoring Plan has been approved in writing by the County ("the Approved Parking Management Monitoring Plan")

5.3. The Owners shall not Occupy or cause or permit the Occupation of the Development until County has received the Monitoring Response Sum Bond.

5.4. The Owners shall implement in full from first Occupation of the Development the Approved Parking Management Monitoring Plan.

5.5. Following receipt of the results of monitoring provided by the Owners to the County in accordance with the Approved Parking Management Monitoring Plan, the County shall notify the Owners in writing within 30 Working Days if it considers that further measures are necessary to overcome any offsite parking or rat running issues by staff within the locations referred to in the Approved Parking Management Monitoring Plan and/or if any or no amendments are needed to the Approved Parking Management Plan.

- 5.6. In the event that the County notifies the Owners pursuant to paragraph 5.5 above that further measures are necessary or amendments are needed to the Approved Parking Management Plan, the Owners and the County shall thereafter work together to agree the mitigation measures required to be carried out in order to comply with the Approved Parking Management Plan or to overcome any offsite parking or rat running issues by staff within the locations referred to in the Approved Parking Management Monitoring Plan (the "Agreed Parking Works") and/or agree any amendments needed to the Approved Parking Management Plan.
- 5.7. The Owners shall implement the Agreed Parking Works (and provide costings of such works to the County) and/or amend the Approved Parking Management Plan within such time frame as shall be agreed between the Owners and the County and in respect of the Agreed Parking Works such works shall be implemented by the Owners at its own cost up to the limit of the Monitoring Response Sum to the satisfaction of the County in writing.
- 5.8. In the event that such mitigation measures cannot be agreed between the Owners and the County the matter shall be referred to an expert in accordance with the provisions of Clause 13.
- 5.9. Paragraphs 5.5 to paragraphs 5.8 above shall continue to apply for a period of 5 years from full Occupation of the Development BUT FOR THE AVOIDANCE OF DOUBT the Monitoring Response Sum is the total cost limit of all mitigation measures required to be carried out by the Owners pursuant to any Agreed Parking Works for the period from implementation of the first Approved Parking Management Plan up to a period of 5 years from full Occupation of the Development.
- 5.10. In the event that the Owners fail to comply with the measures and timeframes set out in the Agreed Parking Works the County may take such steps to comply with terms of the Agreed Parking Works and call upon the Monitoring Response Sum Bond without further recourse to the Owners.
- 5.11. Upon receipt of written confirmation by the County to the Owners that the Agreed Parking Works have been provided to the satisfaction of the County ("the Completed Parking Works") and that the costs of the Completed Parking Works previously submitted by the Owner are agreed the Monitoring Response Sum Bond shall be reduced by the amount of each such payment agreed and paid.
- 5.12. The Monitoring Response Sum Bond shall expire and be void and have no further effect from 5 years from full Occupation of the Development and the Owners shall be released from its

terms thereafter PROVIDED THAT where any Agreed Parking Works have been identified following any monitoring carried out in the fifth year from full Occupation the Monitoring Response Sum Bond shall remain in place until the Agreed Parking Works have been completed to the satisfaction of the County in writing or the County has called upon the Monitoring Response Sum Bond

**6. Shared Multi-User Route**

- 6.1. The Owners shall complete the Shared Multi-User Route to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise with the County in writing.
- 6.2. The Owners shall not Occupy or permit first Occupation of the Development until the Shared Multi-User Route has been completed in accordance with paragraph 6.1 above.

**7. New Bus/Cycle Interchange**

- 7.1. Prior to the Commencement of any Building (unless otherwise agreed in writing with the County), the Owners shall serve on the County the Cost Analysis and the Programme for the New Bus/Cycle Interchange.
- 7.2. The Owners shall not Commence any Building (unless otherwise agreed in writing with the County) until the Cost Analysis for the New Bus/Cycle Interchange has been provided to the County.
- 7.3. The County shall within 40 Working Days of receipt of the Cost Analysis for the New Bus/Cycle Interchange review the same and confirm in writing to the Owners if the Cost Analysis for the New Bus/Cycle Interchange is approved or whether additional information is required in order to comply with the requirements of the Cost Analysis for the New Bus/Cycle Interchange.
- 7.4. In the event that the County requests additional information pursuant to paragraph 7.3 above, the Owners shall supply such additional information as requested by the County within 10 Working Days of written request being made by the County and the provisions of paragraph 7.3 and this paragraph 7.4 shall continue to apply until the County has provided written confirmation that the information required pursuant to paragraph 7.3 has been provided by the Owners to the satisfaction of the County and the County has notified the Owners of the value of the New Bus/Cycle Interchange Sum.

7.5. Within 40 Working Days of receiving the information required pursuant to paragraph 7.3 above or any additional information pursuant to paragraph 7.4 above as the case may be the County shall either:

7.5.1. Confirm that the Owners shall deliver the New Bus/Cycle Interchange; or

7.5.2. Confirm that the Owners shall deliver to the County the New Bus/Cycle Interchange Bond.

7.6. In the event that the County elects for the Owners to deliver New Bus/Cycle Interchange:

7.6.1. the Owners shall complete the New Bus/Cycle Interchange to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise in writing with the County; and

7.6.2. the Owners shall not Occupy or permit Occupation of the Development until the New Bus/Cycle Interchange has been completed in accordance with paragraph 7.6.1 above.

7.7. In the event that the County elects for the Owners to deliver the New Bus/Cycle Interchange Bond:

7.7.1. the Owners shall deliver the New Bus/Cycle Interchange Bond to the County (a draft of which shall have been submitted to and already approved by the County in writing) prior to first Occupation of the Development unless agreed otherwise with the County in writing;

7.7.2. the Owners shall not Occupy or permit Occupation of the Development until the New Bus/Cycle Interchange Bond has been delivered to the County unless agreed otherwise with the County in writing;

7.7.3. the Owners shall provide the Programme to the County no earlier than Occupation of 6,000 square meters floorspace (GEA) of the Development but prior to Occupation of 7,000 square meters floorspace (GEA) of the Development;

7.7.4. prior to the Occupation of 10,000 square meters floorspace (GEA) of the Development, the County shall notify the Owners in writing whether it has elected for the Owners to deliver the New Bus/Cycle Interchange or whether the County shall deliver the New Bus/Cycle Interchange or the New Bus/Cycle Interchange Alternative Works:

- 7.7.4.1. In the event that the County elects for the Owners to construct the New Bus/Cycle Interchange the New Bus/Cycle Interchange Bond shall expire and be void and have no further effect and the Owners shall complete the New Bus/Cycle Interchange to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to Occupation of 25,000 square meters floorspace (GEA) of the Development;
- 7.7.4.2. The Owners shall not Occupy or permit Occupation of more than 25,000 square meters floorspace (GEA) of the Development until the New Bus/Cycle Interchange has been completed in accordance with paragraph 7.7.4.1;
- 7.7.4.3. In the event that the County elects to construct the New Bus/Cycle Interchange or the New Bus/Cycle Interchange Alternative Works the County shall call upon the New Bus/Cycle Interchange Bond and shall complete or secure the completion of the New Bus/Cycle Interchange or New Bus/Cycle Interchange Alternative Works prior to Occupation of 25,000 square meters floorspace (GEA) of the Development;
- 7.7.4.4. The Owners shall not Occupy or permit Occupation of more than 25,000 square meters floorspace (GEA) of the Development until the New Bus/Cycle Interchange or the New Bus/Cycle Interchange Alternative Works has been completed by the County or the County has secured completion of the same;
- 7.7.4.5. The New Bus/Cycle Interchange Bond shall expire and be void and have no further effect upon completion by the County of the New Bus/Cycle Interchange or the New Bus/Cycle Interchange Alternative Works in accordance with the provisions of 7.7.4.3 of this Deed and the Owners shall be released from its terms thereafter.
- 7.8. In the event that the Secretary of State indicates that the obligations contained in paragraphs 7.1 to paragraphs 7.7.4.5 above fail to meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), paragraphs 7.1 to paragraphs 7.7.4.5 (inclusive) of this Deed shall no longer apply and the provisions of paragraphs 7.9 and paragraph 7.10 below shall apply.

- 7.9. The Owners shall complete or secure the completion of the New Bus/Cycle Interchange to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to the first Occupation of the Development unless agreed otherwise with the County in writing.
- 7.10. The Owners shall not Occupy or permit Occupation of the Development until the New Bus/Cycle Interchange has been completed in accordance with paragraph 7.9.

#### **8. McDonalds Roundabout Junction Improvements Works**

- 8.1. The Owners shall complete the McDonalds Roundabout Junction Improvements Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise with the County in writing.
- 8.2. The Owners shall not Occupy or permit Occupation of the Development until the McDonalds Roundabout Junction Improvements Works have been completed in accordance with paragraph 8.1 above.

#### **9. A505/Moorfield Road Works**

- 9.1. Prior to the Commencement of any Building (unless otherwise agreed in writing with the County), the Owners shall serve on the County the Cost Analysis and the Programme for the A505/Moorfield Road Works.
- 9.2. The Owners shall not Commence any Building (unless otherwise agreed in writing with the County) until the Cost Analysis for the A505/Moorfield Road Works has been provided to the County.
- 9.3. The County shall within 40 Working Days of receipt of the Cost Analysis for the A505/Moorfield Road Works review the same and confirm in writing to the Owners if the Cost Analysis for the A505/Moorfield Road Works is approved or whether additional Information is required in order to comply with the requirements of the Cost Analysis for the A505/Moorfield Road Works.
- 9.4. In the event that the County requests additional information pursuant to paragraph 9.3 above, the Owners shall supply such additional Information as requested by the County within 10 Working Days of written request being made by the County and the provisions of paragraph 9.3 and this paragraph 9.4 shall continue to apply until the County has provided written confirmation that the information required pursuant to paragraph 9.3 has been provided by

- the Owners to the satisfaction of the County and the County has notified the Owners of the value of the A505/Moorfield Road Works Sum.
- 9.5. Within 40 Working Days of receiving the information required pursuant to paragraph 9.3 above or any additional information pursuant to paragraph 9.4 above as the case may be the County shall either:
- 9.5.1. Confirm that the Owners shall deliver the A505/Moorfield Road Works; or
- 9.5.2. Confirm that the Owners shall deliver to the County the A505/Moorfield Road Works Bond.
- 9.6. In the event that the County elects for the Owners to deliver A505/Moorfield Road Works:
- 9.6.1. the Owners shall complete the A505/Moorfield Road Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise in writing with the County; and
- 9.6.2. the Owners shall not Occupy or permit Occupation of the Development until the A505/Moorfield Road Works has been completed in accordance with paragraph 9.6.1 above.
- 9.7. In the event that the County elects for the Owners to deliver the A505/Moorfield Road Works Bond:
- 9.7.1. the Owners shall deliver the A505/Moorfield Road Works Bond to the County (a draft of which shall have been submitted to and already approved by the County in writing) prior to first Occupation of the Development unless agreed otherwise with the County in writing;
- 9.7.2. the Owners shall not Occupy or permit Occupation of the Development until the A505/Moorfield Road Works Bond has been delivered to the County unless agreed otherwise with the County in writing;
- 9.7.3. the Owners shall provide the Programme to the County no earlier than Occupation of 6,000 square meters floorspace (GEA) of the Development but prior to Occupation of 7,000 square meters floorspace (GEA) of the Development;
- 9.7.4. prior to the Occupation of 10,000 square meters floorspace (GEA) of the Development, the County shall notify the Owners in writing whether it has elected for the Owners to deliver the A505/Moorfield Road Works or whether the County

shall deliver the A505/Moorfield Road Works or the A505/Moorfield Road Alternative Works:

- 9.7.4.1. In the event that the County elects for the Owners to construct the A505/Moorfield Road Works the A505/Moorfield Road Works Bond shall expire and be void and have no further effect and the Owners shall complete the A505/Moorfield Road Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to Occupation of 25,000 square meters floorspace (GEA) of the Development;
- 9.7.4.2. The Owners shall not Occupy or permit Occupation of more than 25,000 square meters floorspace (GEA) of the Development until the A505/Moorfield Road Works has been completed in accordance with paragraph 9.7.4.1;
- 9.7.4.3. In the event that the County elects to construct the A505/Moorfield Road Works or the A505/Moorfield Road Alternative Works the County shall call upon the A505/Moorfield Road Works Bond and shall complete or secure the completion of the A505/Moorfield Road Works or the A505/Moorfield Road Alternative Works prior to Occupation of 25,000 square meters floorspace (GEA) of the Development;
- 9.7.4.4. The Owners shall not Occupy or permit Occupation of more than 25,000 square meters floorspace (GEA) of the Development until the A505/Moorfield Road Works or the A505/Moorfield Road Alternative Works has been completed by the County or the County has secured completion of the same;
- 9.7.4.5. The A505/Moorfield Road Works Bond shall expire and be void and have no further effect upon completion by the County of the A505/Moorfield Road Works or the A505/Moorfield Road Alternative Works in accordance with the provisions of 9.7.4.3 of this Deed and the Owners shall be released from its terms thereafter.

9.8. In the event that the Secretary of State indicates that the obligations contained in paragraphs 9.1 to paragraphs 9.7.4.5 above fall to meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), paragraphs 9.1 to paragraphs

9.7.4.5 (Inclusive) of this Deed shall no longer apply and the provisions of paragraphs 9.9 and paragraph 9.10 below shall apply.

9.9. The Owners shall complete or secure the completion of the A505/Moorfield Road Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise with the County in writing.

9.10. The Owners shall not occupy or permit Occupation of the Development until the A505/Moorfield Road Works has been completed in accordance with paragraph 9.9.

#### 10. A505/Hunts Road Works

10.1. Prior to the Commencement of any Building (unless otherwise agreed in writing with the County), the Owners shall serve on the County the Cost Analysis and the Programme for the A505/Hunts Road Works.

10.2. The Owners shall not Commence any Building (unless otherwise agreed in writing with the County) until the Cost Analysis for the A505/Hunts Road Works has been provided to the County.

10.3. The County shall within 40 Working Days of receipt of the Cost Analysis for the A505/Hunts Road Works review the same and confirm in writing to the Owners if the Cost Analysis for the A505/Hunts Road Works is approved or whether additional Information is required in order to comply with the requirements of the Cost Analysis for the A505/Hunts Road Works.

10.4. In the event that the County requests additional information pursuant to paragraph 10.3 above, the Owners shall supply such additional information as requested by the County within 10 Working Days of written request being made by the Council and the provisions of paragraph 10.3 and this paragraph 10.4 shall continue to apply until the County has provided written confirmation that the Information required pursuant to paragraph 10.3 has been provided by the Owners to the satisfaction of the County and the County has notified the Owners of the value of the A505/Hunts Road Works Sum.

10.5. Within 40 Working Days of receiving the Information required pursuant to paragraph 10.3 above or any additional information pursuant to paragraph 10.4 above as the case may be the County shall either:

10.5.1. Confirm that the Owners shall deliver the A505/Hunts Road Works; or

10.5.2. Confirm that the Owners shall deliver to the County the A505/Hunts Road Works Bond.

- 10.6. In the event that the County elects for the Owners to deliver the A505/Hunts Road Works:
- 10.6.1. the Owners shall complete the A505/Hunts Road Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise in writing with the County; and
  - 10.6.2. the Owners shall not Occupy or permit Occupation of the Development until the A505/Hunts Road Works has been completed in accordance with paragraph 10.6.1 above.
- 10.7. In the event that the County elects for the Owners to deliver the A505/Hunts Road Works Bond:
- 10.7.1. the Owners shall deliver the A505/Hunts Road Works Bond to the County (a draft of which shall have been submitted to and already approved by the County in writing) prior to the first Occupation of the Development unless agreed otherwise with the County in writing;
  - 10.7.2. the Owners shall not Occupy or permit Occupation of the Development until the A505/Hunts Road Works Bond has been delivered to the County unless agreed otherwise with the County in writing;
  - 10.7.3. the Owners shall provide the Programme to the County no earlier than Occupation of 6,000 square meters floorspace (GEA) of the Development but prior to Occupation of 7,000 square meters floorspace (GEA) of the Development;
  - 10.7.4. prior to the Occupation of 10,000 square meters floorspace (GEA) of the Development, the County shall notify the Owners in writing whether it has elected for the Owners to deliver the A505/Hunts Road Works or whether the County shall deliver the A505/Hunts Road Works or the A505/Hunts Road Alternative Works:
    - 10.7.4.1. In the event that the County elects for the Owners to construct the A505/Hunts Road Works the A505/Hunts Road Works Bond shall expire and be void and have no further effect and the Owners shall complete the A505/Hunts Road Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to Occupation of 25,000 square meters floorspace (GEA) of the Development;

- 10.7.4.2. The Owners shall not Occupy or permit Occupation of more than 25,000 square meters floorspace (GEA) of the Development until the A505/Hunts Road Works has been completed in accordance with paragraph 10.7.4.1;
- 10.7.4.3. In the event that the County elects to construct the A505/Hunts Road Works or the A505/Hunts Road Alternative Works the County shall call upon the A505/Hunts Road Works Bond and shall complete or secure the completion of the A505/Hunts Road Works or A505/Hunts Road Alternative Works prior to Occupation of 25,000 square meters floorspace (GEA) of the Development;
- 10.7.4.4. The Owners shall not Occupy or permit Occupation of more than 25,000 square meters floorspace (GEA) of the Development until the A505/Hunts Road Works or the A505/Hunts Road Alternative Works have been completed by the County or the County has secured completion of the same;
- 10.7.4.5. The A505/Hunts Road Works Bond shall expire and be void and have no further effect upon completion by the County of the A505/Hunts Road Works or the A505/Hunts Road Alternative Works in accordance with the provisions of 10.7.4.3 of this Deed and the Owners shall be released from its terms thereafter.
- 10.8. In the event that the Secretary of State indicates that the obligations contained in paragraphs 10.1 to paragraphs 10.7.4.5 (inclusive) above fail to meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), paragraphs 10.1 to paragraphs 10.7.4.5 of this Deed shall no longer apply and the provisions of paragraphs 10.9 and paragraph 10.10 below shall apply.
- 10.9. The Owners shall complete or secure the completion of the A505/Hunts Road Works to the satisfaction of the County pursuant to an agreement to be entered into pursuant to section 278 (and section 38, if required) of the Highways Act 1980 prior to first Occupation of the Development unless agreed otherwise with the County in writing.
- 10.10. The Owners shall not Occupy or permit Occupation of the Development until the New A505/Hunts Road Works has been completed in accordance with paragraph 10.9.

## **11. North Uttlesford Garden Village**

**11.1.** In the event that the North Uttlesford Garden Village ("NUGC") is allocated for housing in the adopted local development plan and planning permission is granted for NUGC within 7 years from the date of this Deed which provides links across the A11, the Owners shall:

**11.1.1.** use reasonable endeavours to allow implementation of these on the Application Site without physical encumbrance in order that pedestrians, cyclists and or other sustainable transport users can move freely between the Application Site, NUGC and beyond; and

**11.1.2.** use reasonable endeavours to update the Phasing Plan for the Application Site to reflect the likely timing of provision of link(s) and identify any works required within the Application Site to ensure the route(s) are of high quality and are delivered by the Owners at an appropriate point in time.

## **12. Framework Travel Plan**

### **Co-ordination**

**12.1.** The Owners shall prior to Occupation of the Development:

**12.1.1.** submit the Framework Travel Plan to the County for their written approval;

**12.1.2.** Implement any measures outlined in the approved Framework Travel Plan that are required prior to such Occupation; and

**12.1.3.** appoint the Framework Travel Plan Coordinator.

**12.2.** The Owners shall not Occupy any part of the Development until the Framework Travel Plan has been submitted to and approved in writing by the County;

**12.3.** The Owners shall not Occupy any part of the Development prior to implementation of any measures outlined in the Framework Travel Plan which are required prior to such Occupation;

**12.4.** The Owners shall not Occupy any part of the Development until the Framework Travel Plan Coordinator has been appointed.

### **Objectives**

**12.5.** The Framework Travel Plan shall include the following:

**12.5.1.** reasonable objectives to encourage the use of walking cycling and public transport and for reducing the number of single occupancy trips in order to secure compliance with the Target Mode Share;

- 12.5.2. Include details of reasonable measures to be introduced site wide or incorporated into the Individual Travel Plan in order to achieve the Target Mode Share. Details of reasonable measures to be introduced may include (inter alia):
- 12.5.2.1. Personalised travel planning advice;
  - 12.5.2.2. Holding travel plan promotional events (e.g. Bike Week);
  - 12.5.2.3. Promotion of public health campaigns encouraging walking and cycling;
  - 12.5.2.4. Walking events such as led walks at lunchtime or after work, pedometer challenges and walk practices events;
  - 12.5.2.5. Discounts or loans for purchase of equipment (e.g. cycle loan, tax free scheme to staff, vouchers);
  - 12.5.2.6. Advice or training on riding skills, use of bike buddies;
  - 12.5.2.7. On-site bicycle repair service (e.g. Dr Bike events);
  - 12.5.2.8. Cycle maintenance classes;
  - 12.5.2.9. Pool bikes and cycle clubs;
  - 12.5.2.10. Regular cycling promotion days;
  - 12.5.2.11. Individual walking and cycling facilities (e.g. locker and changing facilities, high visibility clothing, cycle repair kits, spare lock)
  - 12.5.2.12. Public transport travel subsidy (e.g. season ticket loan);
  - 12.5.2.13. Provision of shuttle service (e.g. private bus or minibus facilities, taxi share) to local transport hubs;
  - 12.5.2.14. Policies supporting use of public transport for travel in the course of work;
  - 12.5.2.15. Investigating the use of car clubs for work;
  - 12.5.2.16. Promoting car sharing schemes to raise car occupancy levels, including ride-matching databases, a guaranteed ride home, dedicated parking spaces and incentives for car sharers such as preferential parking;
  - 12.5.2.17. Information about sustainable access prominently featured (ahead of directions by car) in all promotional literature, posters and websites publicising the Application Site;

12.5.2.18. other sustainable transport measures within the Framework Travel Plan as applicable that may be agreed in writing with the County

12.6. The Framework Travel Plan shall be prepared on the basis of there being a completed Development but it will be implemented and enforceable only in respect of those parts of the Development where Buildings have been completed and Occupied.

#### Annual Action Plan

12.7. The Framework Travel Plan shall include the Annual Action Plan which shall be updated annually following completion of the Framework Annual Travel Plan Survey and the Annual Travel Plan Monitoring Report and continue for a period of 5 years from full Occupation of the Development.

#### Review and Monitoring

12.8. The Framework Travel Plan shall also include the Framework Annual Travel Plan Survey Methodology.

12.9. The Owners shall annually carry out a Framework Annual Travel Plan Survey in accordance with the Framework Annual Travel Plan Survey Methodology. This shall take place each year at a time to be agreed in writing with the County and shall be carried out on the first anniversary of first Occupation of the Development and shall continue for a period of 5 years from full Occupation of the Development.

12.10. The Framework Annual Travel Plan Survey shall include the following:

12.10.1. Staff questionnaires;

12.10.2. Surveys of inbound and outbound vehicles at the Development accesses;

12.10.3. Surveys of inbound and outbound pedestrians and cycles at all Development accesses;

12.10.4. Surveys of inbound and outbound vehicle occupancies at the Development accesses; and

12.10.5. Surveys of numbers of passengers boarding and alighting at the bus stops served by the Development.

12.11. Within 3 months of the completion of any Framework Annual Travel Plan Survey the Owners shall provide to the County the Annual Travel Plan Monitoring Report.

12.12. The Annual Travel Plan Monitoring Report shall be carried out annually and shall continue for a period of 5 years from full Occupation of the Development (unless otherwise agreed in writing with the County).

12.13. The results of the Annual Travel Plan Monitoring Report will be widely publicised and presented to staff to assist in maintaining enthusiasm for the Framework Travel Plan.

#### Individual Travel Plans

12.14. The Owners shall not Occupy or procure the Occupation of a Building until they have secured the approval of the Individual Travel Plan for that Building by the County.

12.15. The Individual Travel Plan shall include:

12.15.1. details of how the Individual Travel Plan for each Building will comply with the Framework Travel Plan;

12.15.2. Details of how any Building will comply with the Target Mode Share;

12.15.3. Details of how any of the measures referred to in paragraph 12.5 are to be implemented by the Individual Travel Plan Coordinator;

12.15.4. A programme for the implementation, monitoring and review of the Individual Travel Plan to ensure compliance with the Framework Travel Plan to coordinate with the Framework Annual Travel Plan Survey;

12.15.5. A programme showing how the results of any such review of the Individual Travel Plan will be incorporated into the Annual Travel Plan Monitoring Report produced by the Owners and submitted to the County for its approval in writing.

12.16. Each Building shall not be first Occupied until:

12.16.1. The Individual Travel Plan shall have been implemented for such Building;

12.16.2. The Individual Travel Plan Coordinator (which may be the Framework Travel Plan Coordinator appointed in relation to the Development) has been appointed in respect of such Building; and

12.16.3. The Framework Travel Plan has been agreed with the County in writing and implemented.

#### Lease Terms

12.17. The Owners shall include such terms as are necessary in any long lease or other disposition agreement to ensure that any Occupiers of the Development comply with the terms of the

Individual Travel Plan and the Framework Travel Plan from the date of first Occupation of any Building.

Travel Plan Enhancement Bond

Enhancement fund measures

- 12.18. The Owners shall not Occupy or cause or permit the Occupation of the Development until the Travel Plan Enhancement Bond has been provided to the County (a draft of which shall have been submitted to and already approved by the County in writing).
- 12.19. Following receipt of the results of monitoring provided by the Owners and/or the Framework Travel Plan Coordinator to the County pursuant to the Annual Travel Plan Monitoring Report the County shall notify the Owners and Framework Travel Plan Coordinator in writing within 30 Working Days if it considers that the Target Mode Share has not been achieved.
- 12.20. NOTWITHSTANDING paragraph 12.19 above, the Owners may instead of the notification pursuant to paragraph 12.19 above serve notice on the County pursuant to paragraph 12.26 below and in such cases the provisions of paragraphs 12.26 to paragraphs 12.32 below shall apply.
- 12.21. In the event that the County notifies the Owners and/or Framework Travel Plan Coordinator pursuant to paragraph 12.19 above, the Owners the County and the Framework Travel Plan Coordinator shall thereafter work together to agree what measures are required to be carried out in order to comply with the Target Mode Share (the "Enhancement Fund Measures").
- 12.22. In the event that the Enhancement Fund Measures cannot be agreed between the Owners and the County the matter shall be referred to an expert in accordance with the provisions of Clause 13.
- 12.23. The Owners shall implement the Enhancement Fund Measures within such time frame as shall be agreed between the Owners the County and the Framework Travel Plan Coordinator and such works shall be implemented by the Owners and/or the Framework Travel Plan Coordinator at the Owners' expense up to the limit of the Travel Plan Enhancement Sum.
- 12.24. Following notification by the Owner to the County that the Enhancement Fund Measures have been implemented and upon receipt of written confirmation by the County that the Enhancement Fund Measures have been provided to the satisfaction of the County (the "Completed Enhancement Fund Measures") the Owner shall submit to the County the total costs of the Completed Enhancement Fund Measures.

12.25. In the event that the Owners and/or Framework Travel Plan Coordinator fail to comply with the agreed Enhancement Fund Measures within the timescales agreed the County may take such steps to comply with the terms of the Enhancement Fund Measures and may call upon the Travel Plan Enhancement Bond without further recourse to the Owners.

Temporary Travel Plan Measures

12.26. Following first Occupation of the Development the Owners may serve notice and provide written evidence to the County at no more than quarterly intervals to demonstrate that the Target Mode Share or any previously agreed Interim Target Mode Share (as the case may be) has not been achieved.

12.27. In the event that the Owners serve such written evidence on the County pursuant to paragraph 12.26 above and the County is satisfied that the relevant Target Mode Share (or any updated Interim Target Mode Share) has not been achieved as a result of the County Works (or any one of them) not being completed the Owners and the County shall thereafter work together to agree in writing the Interim Target Mode Share (or any updated Interim Target Mode Share) and the Temporary Travel Plan Measures (or any updated Temporary Travel Plan Measures) to meet the Interim Target Mode Share and the provisions of paragraphs 12.26 to paragraphs 12.32 shall continue to apply until either the County completes or secures the completion of the County Works or the Owner is notified by the County that the County does not wish to construct or procure the construction of the County Works

12.28. In the event that the Interim Target Mode Share or the Temporary Travel Plan Measures required to meet any agreed Interim Target Mode Share cannot be agreed between the Owners and the County the matter shall be referred to an expert in accordance with the provisions of Clause 13.

12.29. The Owners shall implement the Temporary Travel Plan Measures within such time frame as shall be agreed between the Owners and the County and such works shall be implemented by the Owners and/or the Framework Travel Plan Coordinator at the Owners' expense up to the limit of the Travel Plan Enhancement Sum.

12.30. Following notification by the Owner to the County that the Temporary Travel Plan Measures have been implemented and upon receipt of written confirmation by the County that the Temporary Travel Plan Measures have been provided to the satisfaction of the County ("the Completed Temporary Travel Plan Measures") the Owner shall submit to the County the total costs of the Completed Temporary Travel Plan Measures.

12.31. In the event that the Owners and/or Framework Travel Plan Coordinator fails to comply with the Temporary Travel Plan Measures the County may take such steps to comply with the terms of the Temporary Travel Plan Measures and may call upon the Travel Plan Enhancement Bond without further recourse to the Owners.

12.32. FOR THE AVOIDANCE OF DOUBT:

12.32.1. in the event that an Interim Target Mode Share is agreed between the Owners and the County the County shall only be entitled to call upon the Travel Plan Enhancement Bond in the event that the Interim Target Mode Share has not been achieved and no updated Interim Target Mode Share or updated Temporary Travel Plan Measures has been agreed by the Owners and County or determined by an expert pursuant to Clause 13;

12.32.2. in the event that the County is not satisfied that the failure to achieve the Target Mode Share or any agreed Interim Target Mode Share under paragraph 12.27 is as a result of the County Works (or any of them) not being completed or in the event of a decision by an expert pursuant to Clause 13 to the same effect, the Target Mode Share or any previously agreed Interim Target Mode Share shall continue to apply and the right of the County to call upon the Travel Plan Enhancement Bond set out in paragraphs 12.25 and paragraphs 12.31 shall continue to apply.

Both

12.33. Upon receipt of written confirmation by the County that the costs of the Completed Enhancement Fund Measures or Completed Temporary Travel Plan Measures (as appropriate) are agreed, the Travel Plan Enhancement Bond shall be reduced by the amount of each such payment agreed and paid.

12.34. Paragraphs 12.19 to paragraphs 12.33 shall continue to apply for a period of 5 years from full Occupation of the Development BUT FOR THE AVOIDANCE OF DOUBT the Travel Plan Enhancement Sum is the total cost limit of all mitigation measures required to be carried out by the Owners pursuant to the Enhanced Fund Measures or any Temporary Travel Plan Measures and the Travel Plan Enhancement Bond shall expire and be void and have no further effect from 5 years from full Occupation of the Development and the Owners shall be released from its terms thereafter PROVIDED THAT where any Enhancement Fund Measures and/or Temporary Travel Plan Measures have been identified following any monitoring carried out in the fifth year from full Occupation the Travel Plan Enhancement Bond shall remain in place

until the Enhancement Fund Measures and/or Temporary Travel Plan Measures have been completed to the satisfaction of the County in writing or the County has called upon the Travel Plan Enhancement Bond.

### 13. Public Open Space

- 13.1. Prior to the Occupation of any Building within the first Phase of the Development to be Occupied the Owners shall submit to the District a Strategic Public Open Space Plan to be approved in writing by the District and shall not Occupy any Building within the first Phase of the Development to be Occupied until the Strategic Public Open Space Plan has been approved in writing by the District.
- 13.2. The Owners shall lay out and Practically Complete the relevant Open Spaces in accordance with the Strategic Public Open Space Plan as approved by the District and in accordance with condition 16 of the Planning Permission and shall thereafter provide the relevant Open Spaces for the lifetime of the Development, subject to closure pursuant to paragraphs 13.6 and paragraphs 13.9.
- 13.3. Prior to the Occupation of any Building within each Phase of the Development the Owners shall submit to the District a Phased Public Open Space Plan to be approved in writing by the District and shall not Occupy any Building within the relevant Phase of the Development until the Phased Public Open Space Plan has been approved in writing by the District.
- 13.4. The Owners shall lay out and Practically Complete the relevant Open Spaces in accordance with the Phased Public Open Space Plan as approved by the District and in accordance with condition 16 of the Planning Permission and shall thereafter provide the relevant Open Spaces for the lifetime of the Development, subject to closure pursuant to paragraphs 13.6 and paragraphs 13.9.
- 13.5. Subject to paragraphs 13.6 -13.9 below the Owners shall allow public access to each Open Space Area on foot and bicycle and horse (where appropriate and marked out) as agreed through the Strategic Public Open Space Plan.
- 13.6. Subject to paragraph 13.6 below the Owners may, subject to at least 10 Working Days' notice being given to the District in writing (save in respect of cases of emergency danger to the public or in the interests of security), temporarily close and/or temporarily prevent public use or access to the land forming part of the Open Space or any of the Open Space Areas for the following reasons:

- 13.6.1. the maintenance, repair, renewal, cleaning or other required works to the Open Space;
- 13.6.2. in cases of emergency or danger to the public;
- 13.6.3. in the interests of security;
- 13.6.4. the maintenance, repair, renewal, cleaning or other required works to the Development abutting the Open Space (including structural or non-structural works and/or alterations);
- 13.6.5. any temporary closure required in connection with works to an adjoining adopted highway or during the carrying out of works of construction;
- 13.6.6. and any other sufficient cause approved by the District in writing;

PROVIDED THAT if the Owners receives notice from the District that any proposed closure is not agreed by the District the right under this paragraph to closure shall be removed.

13.7. For the avoidance of doubt any closure pursuant to paragraph 13.6:

- 13.7.1. will be subject to any restrictions or limitations notified to the Owners by the District; and
- 13.7.2. shall affect as small an area of the Open Space for the minimum period of time and in any event shall not prevent access for more than 2 (two) consecutive days at a time.

13.8. The Parties agree that there is no intention to create any public rights of way over the Open Space Areas at common law or pursuant to section 31(6) of the Highways Act 1980 and access of the public to the Open Space Areas shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or parts or part thereof and the Open Space Areas may be closed for one (1) day in any year to prevent public or private rights accruing over any Open Space Area by means of prescription or other process of law and there may be erected such signage to notify the public of such intentions.

13.9. During any period of closure pursuant to paragraph <sup>13.6</sup>~~13.7~~ the Owners shall if required by the District provide alternative temporary Open Space provision to the satisfaction of the District acting reasonably.

13.10. The Owners may, by written agreement with the District, make and enforce such reasonable rules and regulations governing public access to the Open Space as it may from time to time consider necessary and appropriate to control the use of the Open Space and shall send to

the District by way of consultation before they are brought into force a copy of any rules and regulations so made and shall inform the District in writing of any changes that may from time to time be made to the said rules and regulations before they are brought into force.

**SCHEDULE 2**

**County's Obligations**

**1. Repayment of money**

- 1.1. Where any money paid under this Deed and received by the County has not been spent or committed for the purpose specified in this Deed within 7 years of the payment by the Owners to the County, the County will (within 20 Working Days of written demand by the Owners) repay such sums or amounts (or such part thereof) to the Owners (with any unspent interest that may have accrued thereon from the date of payment to the date of repayment) provided that the County shall not be required to repay any sum or sums which the County is contractually committed to pay to another party at the date of the expiration of the said period of 7 years or any sum which is required by the County to secure the completion of any works or services which have commenced but have not been completed as at the expiration of the such period.
- 1.2. Within 10 Working Days of any reasonable request to do so, the County shall provide the Owners with written evidence of the expenditure of any money paid by the Owners under the terms of this Deed and received by the County including interest accrued on it and what the money has been spent on.

**2. Good faith reasonably**

- 2.1. The County covenants with the Owners that it will act reasonably and in the utmost good faith in the operation of approving and operating the provisions relating to and enforcement of the Bonds or any guarantees, bonds or other security provided in accordance with those paragraphs.

## **APPENDIX 1**

### **Plans**

1. Site Plan
2. Phasing Plan
3. Citi 7 Bus Service Plan
4. A505/Hunts Road Works Plan
5. A505/Moorfield Road Works Plan
6. Landscape and Open Space Parameter Plan
7. McDonalds Roundabout Junction Improvements Works Plan
8. Shared Multi-User Route Plan
9. New Bus/Cycle Interchange Plan



Application site boundary  
 Other land within the control of the applicant

Signed for and on behalf of [redacted]  
 as duly appointed [redacted]  
 dated 03.10.2017 in the presence of  
 Witness [redacted]

Site location plan  
 A park for AgriTech, Hinton  
 Stratford-on-Avon



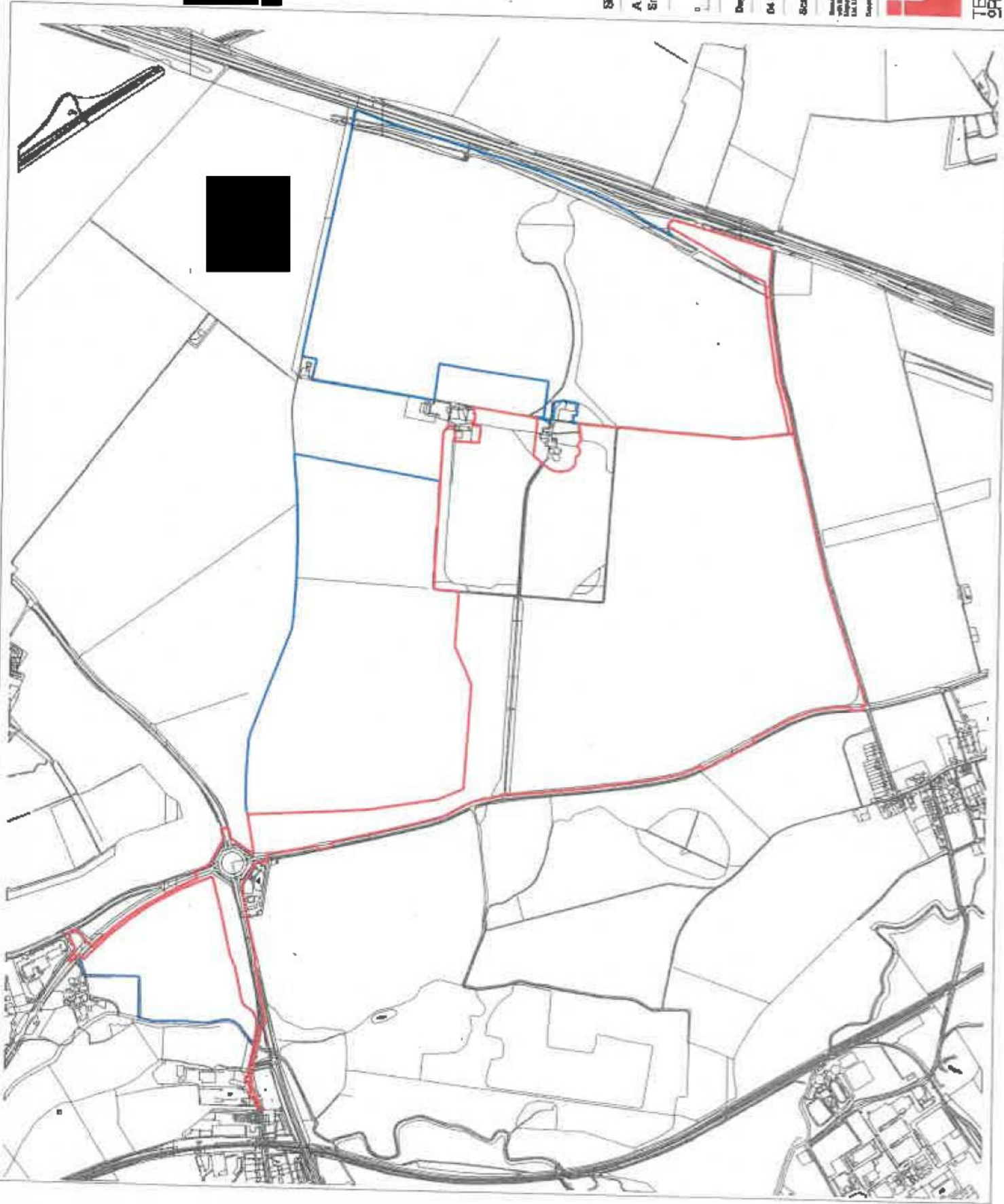
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Drawn by: JG  
 Checked by: NG  
 Date: 04 October 2017  
 Scale: 1:10,000 @A3

Prepared by the 2017 Submission Design Scheme  
 with the assistance of the Stratford-on-Avon  
 Railway Club, in order to provide a detailed  
 site location plan.

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**TERENCE  
 SOURKE**





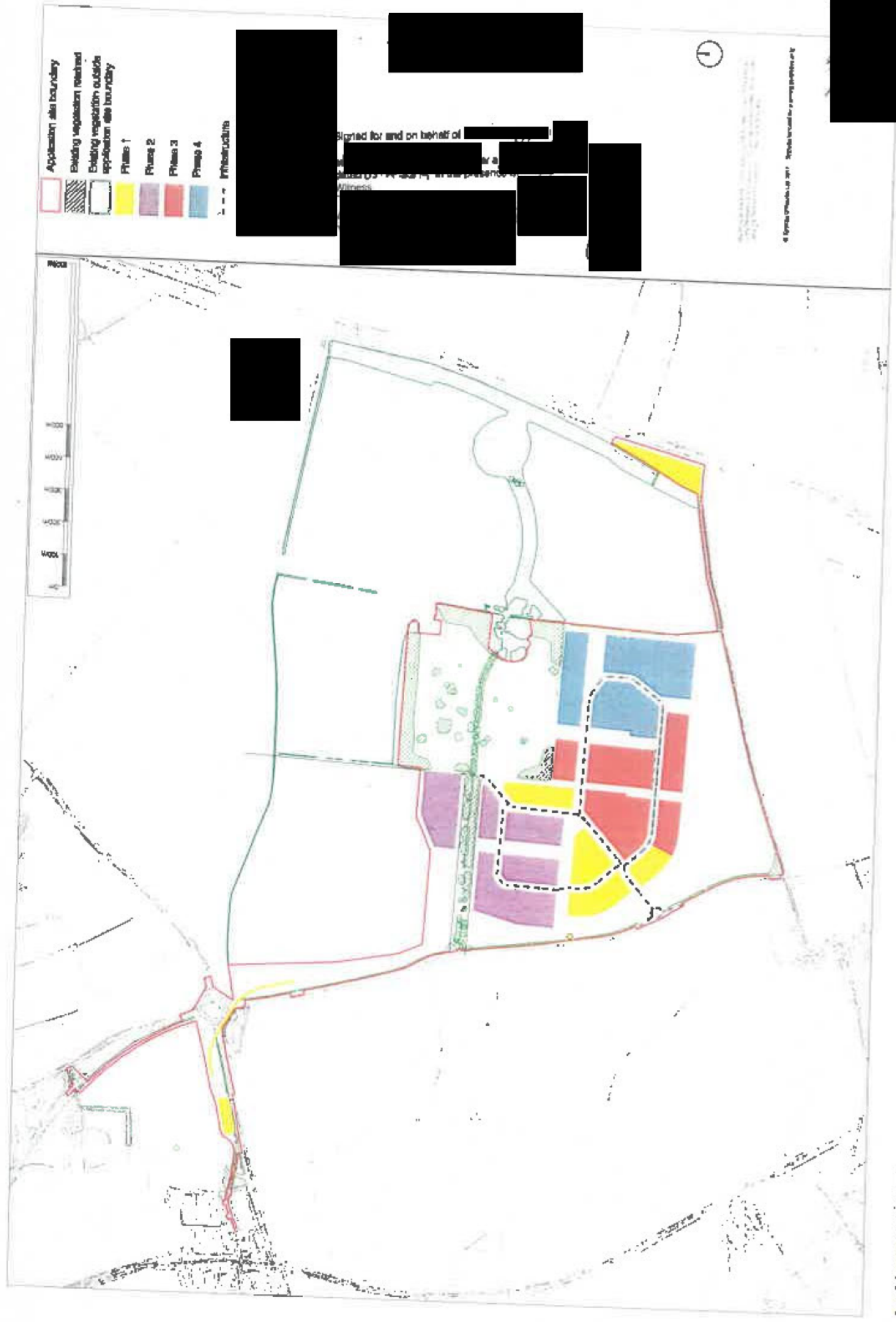
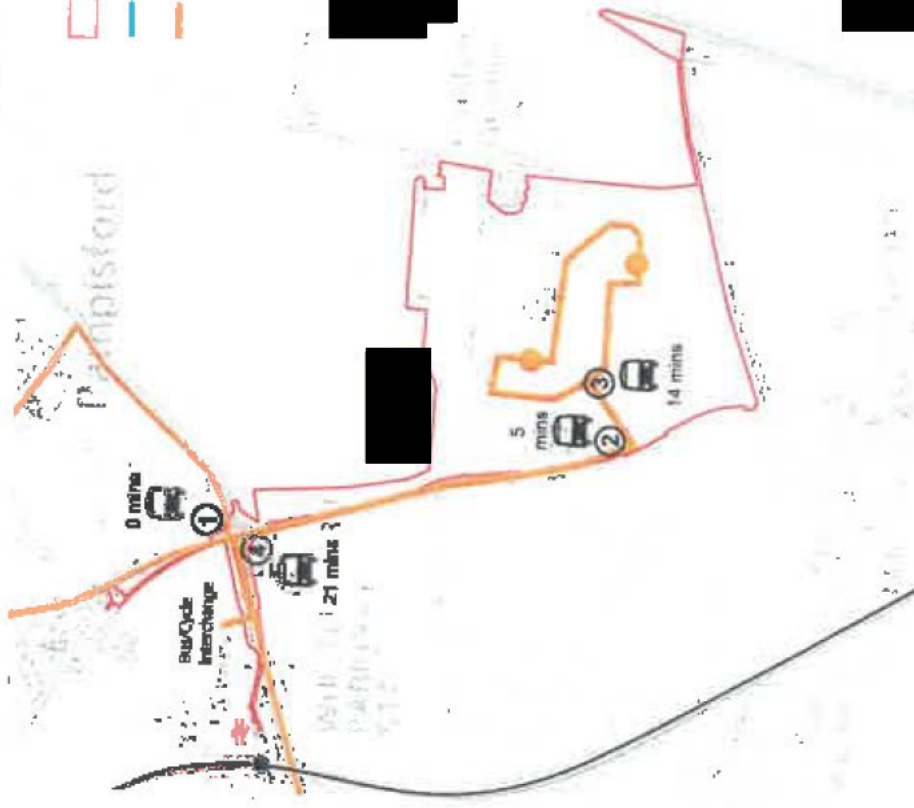
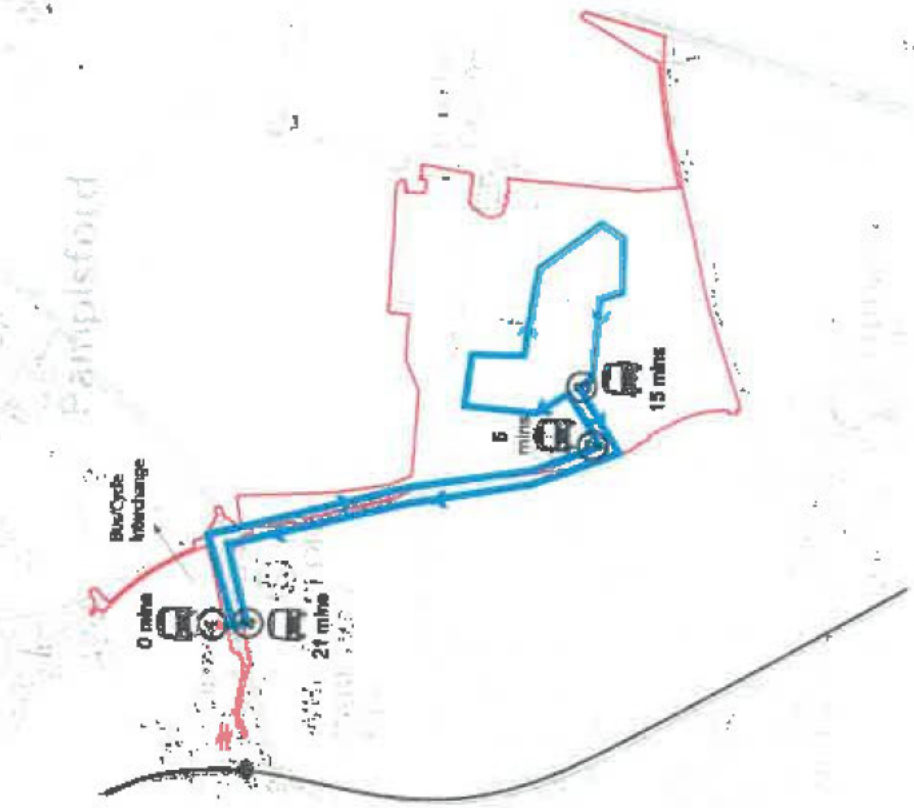


Figure 2.7 Indicative phasing plan





- Site
- Proposed shuttle bus route from interchange to main site
- Proposed extension to city bus route and stops

Signed for and on behalf of [Redacted]  
 [Redacted]  
 dated 03-04-2017 in the presence of  
 Witnesses [Redacted]

A MARKET APPROVED, MARKET TRANSPORT ASSESSMENT	
PROPOSED PUBLIC TRANSPORT ROUTES	
175401 Plan 12	
JUNE 2017	Alan B. Batty







Signed for and by  
as duly appointed Attorney at Law & Notary  
dated 03-04-2019 in the presence of  
Witness



Stratford Hill

A PARK FOR  
MINTON

PROPOSED  
JUNCTION &  
ASPH / MOORFIELD ROAD

FOR INFORMATION

NO.	DATE	BY	REVISION

A1  
MINTON  
MINTON





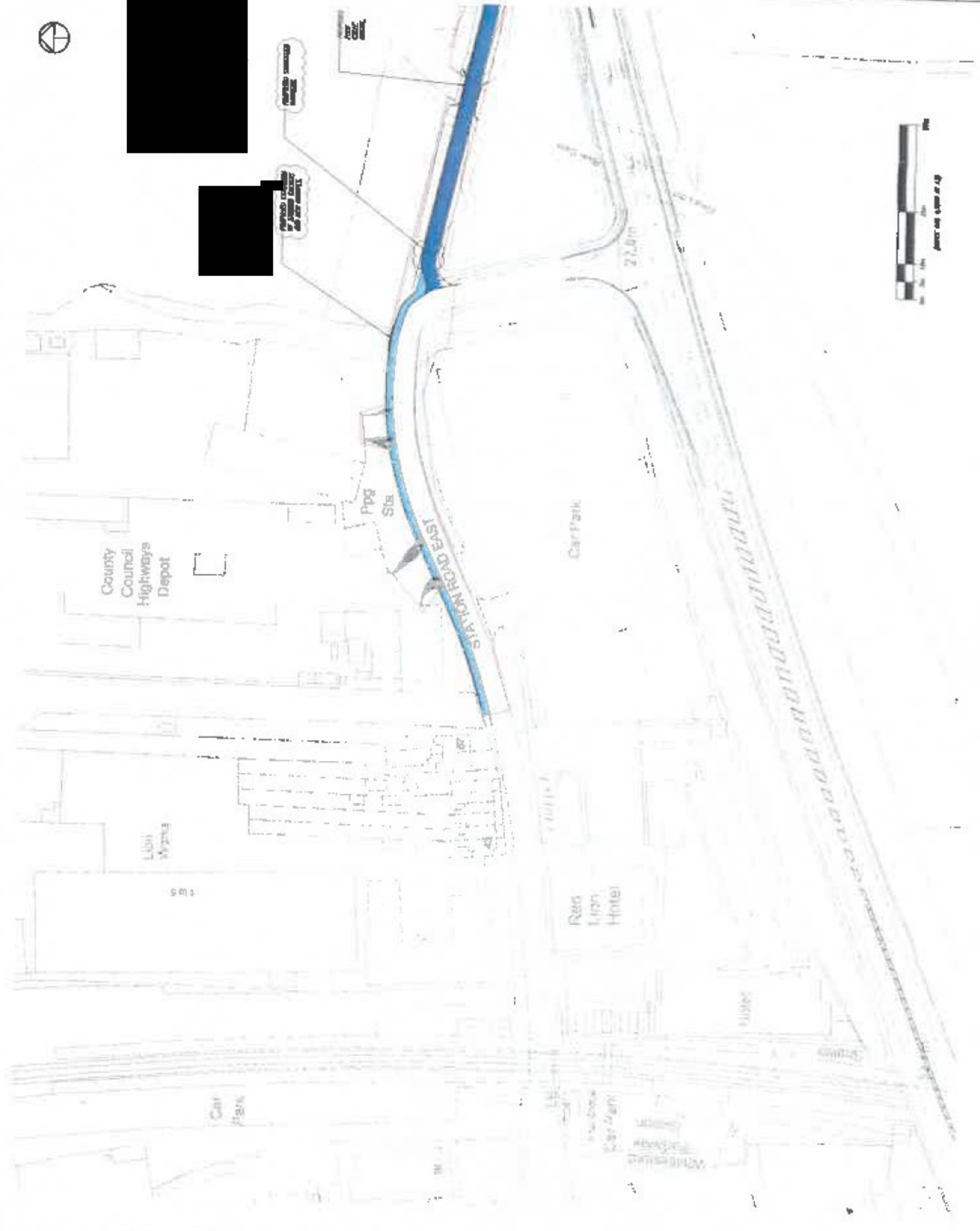












1. This drawing is to be used in connection with the planning application and should not be used for any other purpose without the written consent of the planning authority.

2. This drawing is to be used in connection with the planning application and should not be used for any other purpose without the written consent of the planning authority.

3. This drawing is to be used in connection with the planning application and should not be used for any other purpose without the written consent of the planning authority.

Signed for and on behalf of [Redacted]  
 [Redacted] in the presence of [Redacted]  
 [Redacted]

1	1:1000	Overall site plan
2	1:1000	Site plan showing proposed works
3	1:1000	Site plan showing proposed works
4	1:1000	Site plan showing proposed works
5	1:1000	Site plan showing proposed works
6	1:1000	Site plan showing proposed works
7	1:1000	Site plan showing proposed works
8	1:1000	Site plan showing proposed works
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17	1:1000	Site plan showing proposed works
18	1:1000	Site plan showing proposed works
19	1:1000	Site plan showing proposed works
20	1:1000	Site plan showing proposed works

PROPOSED  
STATION ROAD EAST

DATE: JAN '12

**Alan Baxter**

175501/025





- 1. ALL DRAWINGS TO BE USED BY CONTRACTOR ONLY. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.
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Signed for and on behalf of [REDACTED]  
 as duly appointed Agency under a Power of Attorney dated 01.04.2014 in the presence of [REDACTED] witness

NO	DATE	DESCRIPTION
1	01.04.2014	ISSUED FOR APPROVAL
2	01.04.2014	ISSUED FOR APPROVAL
3	01.04.2014	ISSUED FOR APPROVAL
4	01.04.2014	ISSUED FOR APPROVAL
5	01.04.2014	ISSUED FOR APPROVAL
6	01.04.2014	ISSUED FOR APPROVAL
7	01.04.2014	ISSUED FOR APPROVAL
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9	01.04.2014	ISSUED FOR APPROVAL
10	01.04.2014	ISSUED FOR APPROVAL
11	01.04.2014	ISSUED FOR APPROVAL
12	01.04.2014	ISSUED FOR APPROVAL
13	01.04.2014	ISSUED FOR APPROVAL
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28	01.04.2014	ISSUED FOR APPROVAL
29	01.04.2014	ISSUED FOR APPROVAL
30	01.04.2014	ISSUED FOR APPROVAL

**A PARK FOR AGRITECH, HINXTON**

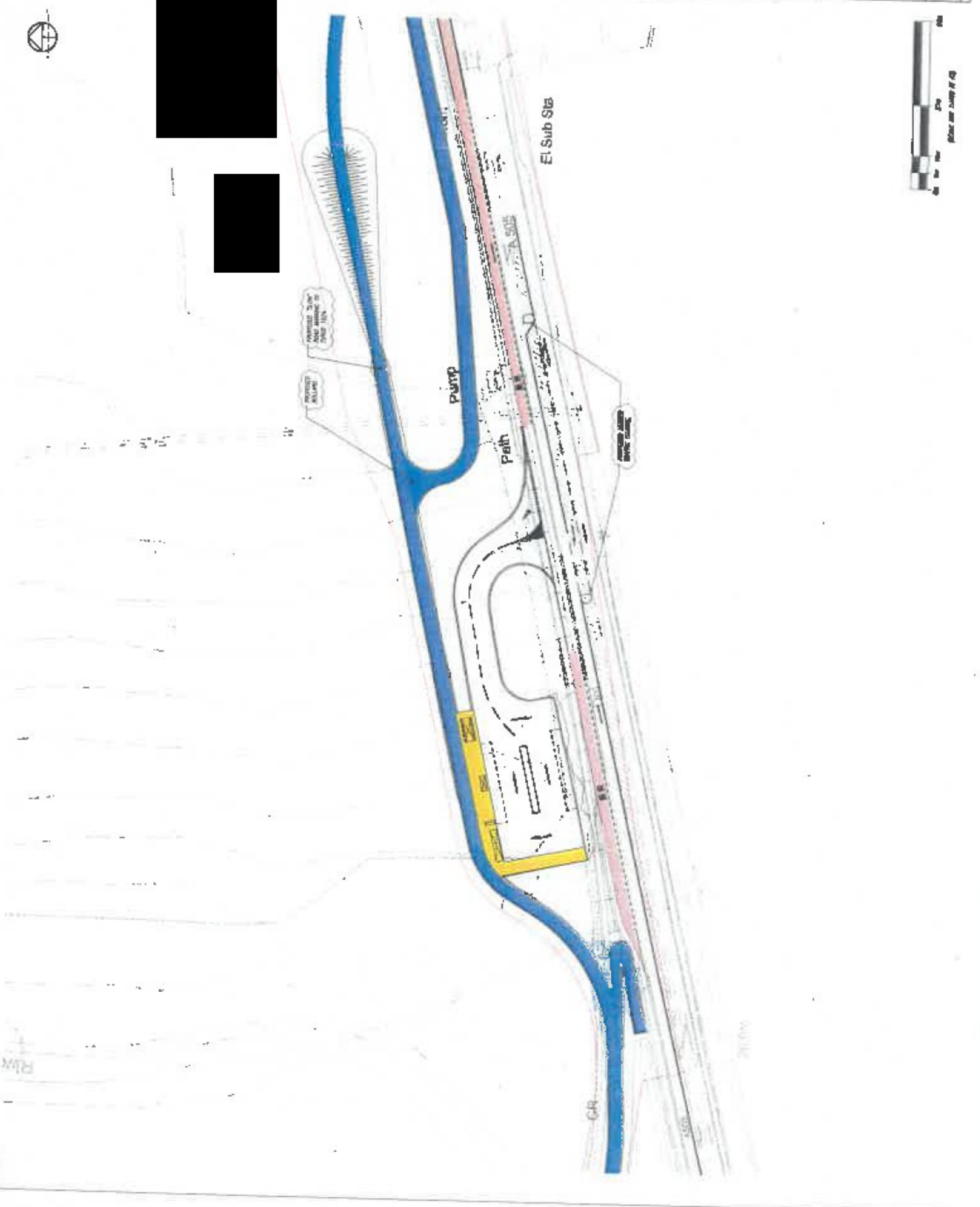
PROPOSED BUS/CYCLE INTERCHANGE

**Alan Baxter**

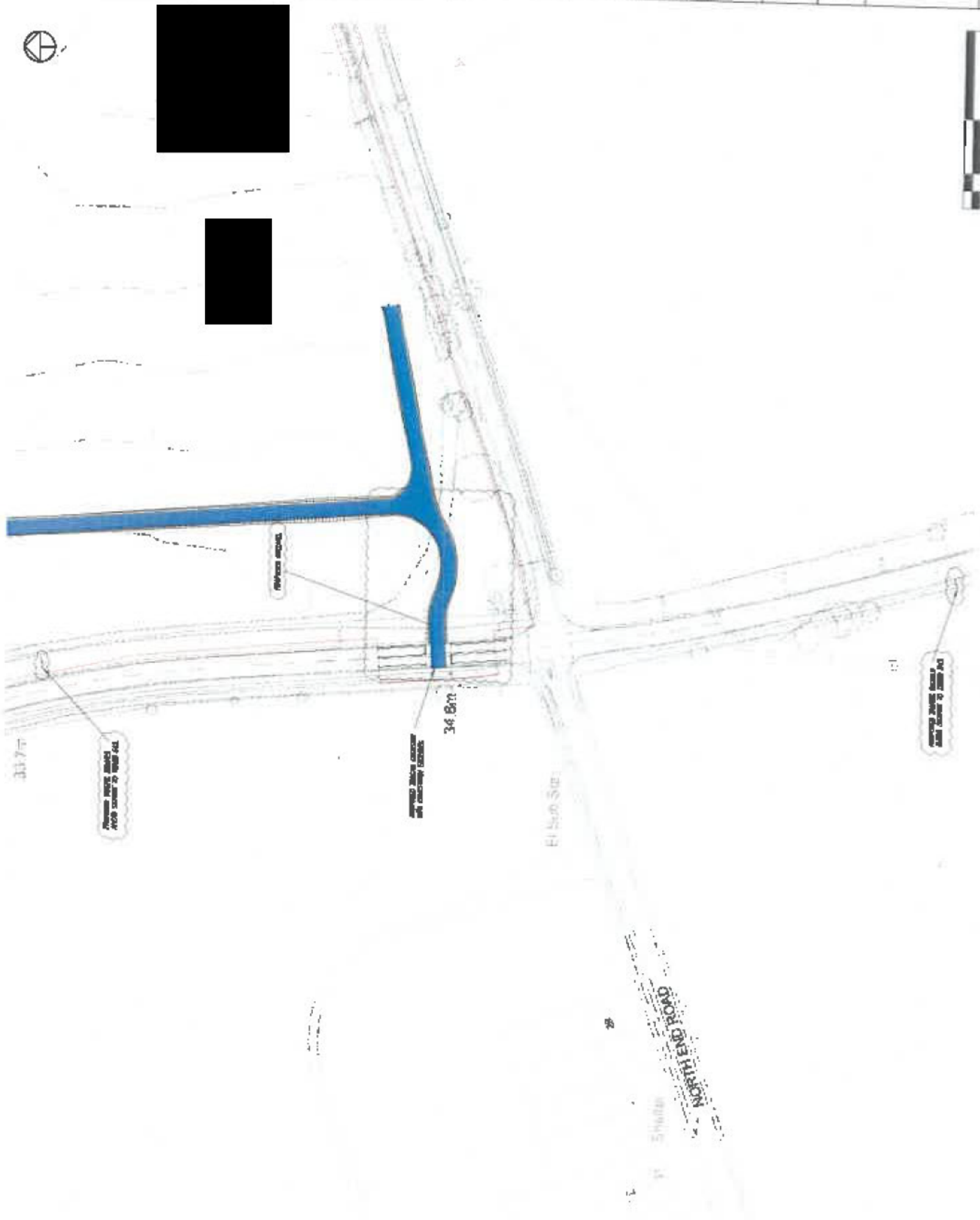
25 Cleveland Drive, Lutterworth, Leicestershire, LE17 7DB  
 01530 810000  
 www.alanbaxter.co.uk

17/06/2017

H







1. THE APPLICANT IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

2. THE APPLICANT IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

3. THE APPLICANT IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

Prepared for and on behalf of [REDACTED] by [REDACTED]

dated 13.06.2019 in the presence of [REDACTED]

NO.	DATE	DESCRIPTION	BY
1	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
2	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
3	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
4	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
5	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
6	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
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13	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
14	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]
15	13.06.2019	ISSUED FOR APPROVAL	[REDACTED]

A PARK FOR AGRI-TECH,  
HINCHINBOROUGH

PROPOSED  
A1301 / NORTH END ROAD

DATE  
13/06/19

Alan Boardman

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020 7491 2000  
www.alanboardman.co.uk  
alan@alanboardman.co.uk

17358/12/12



Signed for and on behalf of [redacted]  
as duly [redacted]  
dated 03.04.17 in the presence of  
Witness [redacted]

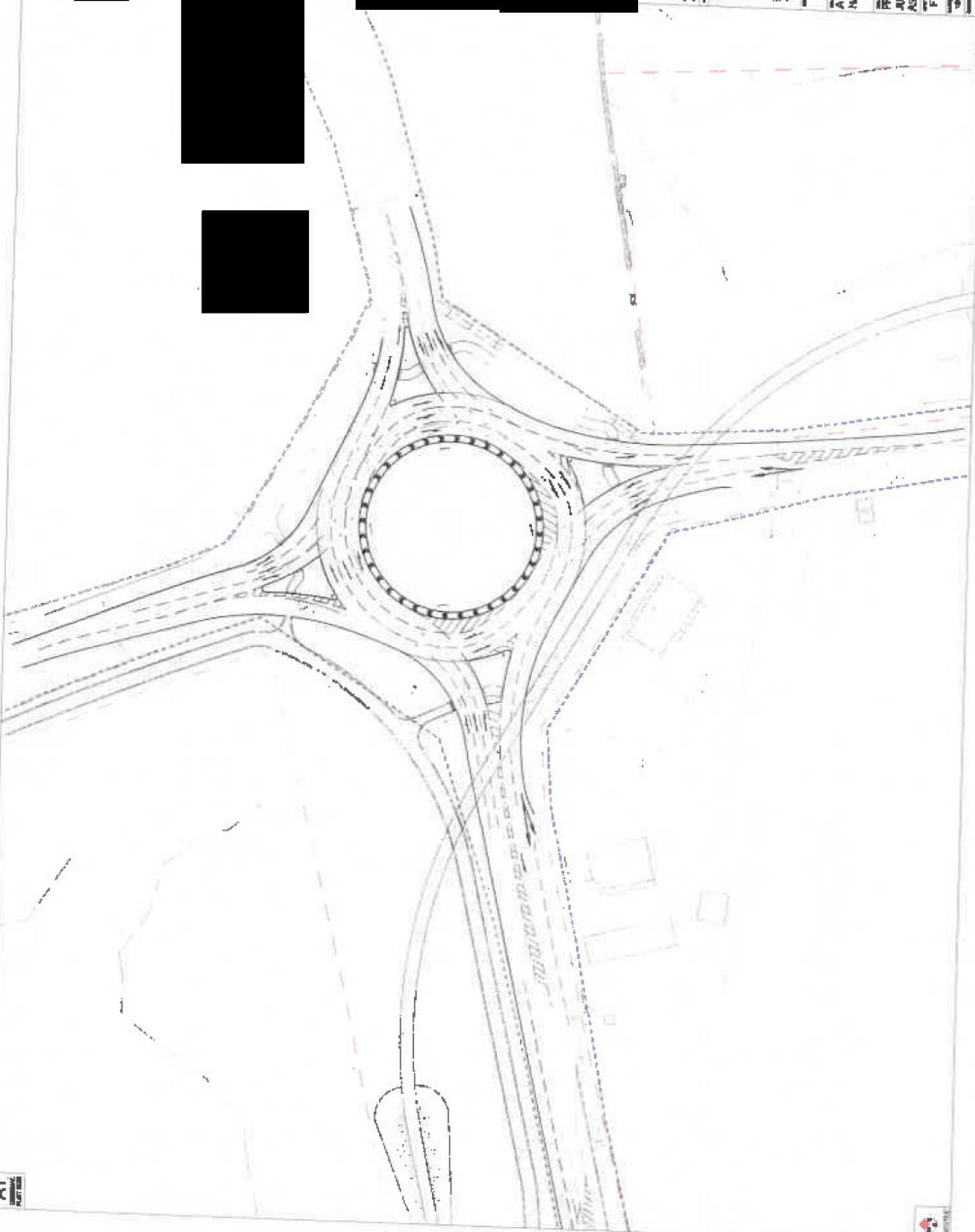
tpa

Sirthee

A PARK FOR AGRI TECH,  
HINXTON

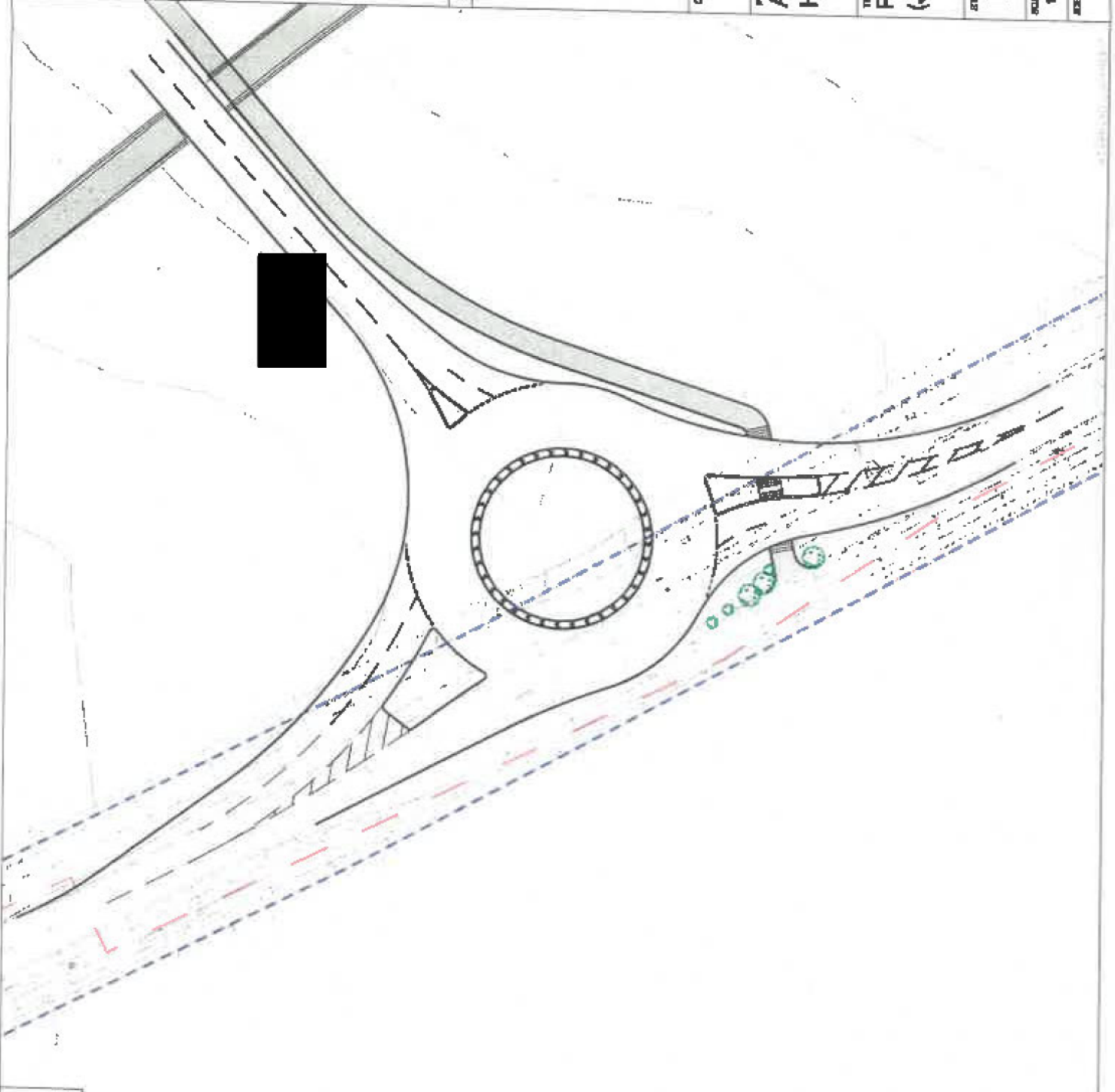
PROPOSED MITIGATION AT  
JUNCTION 7,  
A506 / A1501 ROUNDABOUT  
FOR INFORMATION

NO	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



A1





**A3**  
ORIGINAL  
PLOT SIZE



Proposed Road Centre Line Boundary shown in black. This is the position of the Centre Line of the Highway's Boundary. Other Lines are shown in red. All dimensions are in meters.

000 Highway Boundary  
Application Boundary

Signed for and on behalf of [Redacted] by [Redacted]  
Witness [Redacted]



28 Southway Building  
Luton  
MK43 1PL  
01525 34333



CLIENT: SIMONSHILL

PROJECT: A PARK FOR AGRITECH,  
HINXTON

TITLE: PROPOSED SITE ACCESS  
(JUNCTION 11)

STATUS: FOR INFORMATION			
SCALE	DATE	DRAWN	APPROVED
1:500	28/08/18	TP	GDJ
JOB NO.	DRAWING NO.	PL06	REVISION
1803-72			B





**IN WITNESS** of which this Deed has been duly executed as a deed and delivered on the day and year written above.

**EXECUTED as Deed on behalf of  
SMITHSONHILL LIMITED**  
In the presence of:-

)  
)  
)  
)  


Signature of Director

.....  
Signature of Director/Secretary



**EXECUTED as Deed by**  
  
in the presence of:-

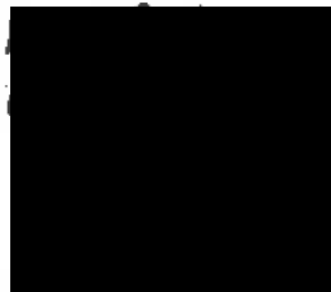
)  
)  
)  
)  
  
Signature

.....  
Signature of Witness



.....  
Name (in BLOCK CAPITALS)

Address:



**EXECUTED as Deed by**  
[REDACTED]  
**in the presence of:-**

)  
)  
)  
)

Signature

[REDACTED]

Signature of Witness

[REDACTED]

Name (FULL NAME IN BLOCK CAPITALS)

Address:

[REDACTED]

**EXECUTED as a Deed by**  
**As Attorney of**  
[REDACTED]  
**in the presence of:-**

)  
)  
)  
)

[REDACTED]

Signature of Attorney

[REDACTED]

Name (FULL NAME IN BLOCK CAPITALS):

[REDACTED]

Signature

[REDACTED]

Name (FULL NAME IN BLOCK CAPITALS):

Address:

Occupation:

[REDACTED]

EXECUTED as a Deed by  
As Attorney of  
[REDACTED]  
in the presence of:-

)  
)  
)  
)  
Signature [REDACTED]

[REDACTED]  
Name (FULL NAME IN BLOCK CAPITALS):

Signature of Witness [REDACTED]

[REDACTED]  
Name (FULL NAME IN BLOCK CAPITALS):

Address:  
Occupation:

[REDACTED] THE COMMON SEAL of SOUTH CAMBRIDGESHIRE )  
DISTRICT COUNCIL was hereunto affixed By Order )

in the presence of

[REDACTED]  
Authorized Signatory



M10404

THE COMMON SEAL of CAMBRIDGESHIRE )  
COUNTY COUNCIL was hereunto affixed By Order )

in the presence of



925/19