DATED 2025

CAMBRIDGE CITY COUNCIL (1)

and

CAMBRIDGESHIRE COUNTY COUNCIL (2)

and

RAILWAY PENSION NOMINEES LIMITED (3)

Deed pursuant to Section 106 of
the Town and Country Planning Act 1990
in relation to land at
Beehive Centre Coldhams Lane Cambridge CB1 3ET Cambridgeshire

---

3C Shared Services – Legal Practice

Practice reference – s106026714

CONTENTS

1. Definitions and Interpretation
2. Planning Obligations
3. Authorities
4. Entry Into Effect
5. No Encumbrances
6 General Provisions
7. No Waiver
8. Financial Provisions
9. Severability
10. Verification and Enforcement
11. Modifications to be Noted on this Deed
12. Disputes
13. Reasonableness
14. Notices
15. Deed Governed by English Law
16. Contracts (Rights of Third Parties) Act 1999
17. Indexation
18. Monitoring
19. Release and Discharge

Schedules

Schedule 1 Employment & Skills Strategy
Schedule 2 Community Outreach Strategy
Schedule 3 Start-Up Space and Scale-Up Space Strategy
Schedule 4 Community Floorspace
Schedule 5 Public Realm & Public Realm Management Strategy
Schedule 6 Meanwhile Use Strategy
Schedule 7 Local Centre Strategy
Schedule 8 Biodiversity Net Gain
Schedule 9 Off-Site Leisure Contribution
Schedule 10 Travel Plan, Transport Contributions & Monitoring
Schedule 11 Public Art Strategy
Schedule 12 Councils' Covenants

Appendices

Appendix 1 Plans and Drawings
Appendix 2 Bus Mitigation Measures
Appendix 3 Public Art Zones
Appendix 4 Monitor and Manage Scheme
Appendix 5 Transport Review Group

THIS DEED is made the day of 2025

BETWEEN

(1) **CAMBRIDGE CITY COUNCIL** of The Guildhall, Market Square, Cambridge, CB2 3QJ (hereinafter referred to as the "**City Council**")

(2) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4YE (hereinafter referred to as the "**County Council**")

(3) **RAILWAY PENSION NOMINEES LIMITED** (Company number 00948374) whose registered office is at 100 Liverpool Street, London, EC2M 2AT (hereinafter referred to as the "**Owner**")

and the City Council and the County Council shall be known together as the "**Councils**" and the Owner and the City Council and the County Council shall be known together as the "**Parties**" and the term "**Party**" shall mean any one of them.

RECITALS

(A) The Planning Application has been made to the City Council to authorise the construction and use of the Development. On 12 February 2025, the Secretary of State called in the Planning Application.

(B) The Owner is interested in the Site by virtue of its freehold interest registered at the Land Registry with Title Absolute under Title Numbers CB92528, CB107528 and CB162546.

(C) The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act.

(D) The City Council is the local planning authority for the area in which the Site is situated.

(E) The County Council is a local planning authority and also the local highway authority for the purposes of the Highways Act 1980.

(F) The Parties are prepared to enter into this Deed on the terms and conditions set out below.

NOW THIS DEED WITNESSETH:-

1. Definitions and Interpretation

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

"**1990 Act**"	means the Town and Country Planning Act 1990 (as amended);
"1980 Act"	means the Highways Act;
"**Acts**"	means Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the parties hereto shall be empowered to enter into this Deed;
"**Alternative Works**"	means the delivery of two bus stops in the vicinity of the Site on land within the public highway or on land within the Owner's control but outside the land forming the Coldhams Lane Works the cost of which shall not exceed £330,000 Index Linked (three hundred and thirty thousand pounds);
"Alternative Works Contribution"	means the sum payable to the County Council towards the cost of completing the Alternative Works as identified in the Approved Feasibility Study in the event they are required to be delivered by the County Council such contribution not to exceed £330,000 (three hundred and thirty thousand pounds) Index Linked;
"**Approval**"	means approval in writing by the City Council or the County Council (as applicable) or determined by a Specialist acting as an expert pursuant to clause 12 and "**Approved**" shall be construed accordingly;

"**BCIS All In Tender Price Index**" or "**BCIS"**	means the All In Tender Price Index produced by the Building Cost Information Service Ltd;
"**BNG Monitoring Contribution**"	means five thousand pounds (£5,000) payable in instalments (each instalment to be Index Linked) in accordance with Schedule 8 to cover the City Council's cost of monitoring the biodiversity net gain delivered pursuant to the Planning Permission;
"**Building**"	means any of the ten (10) buildings forming part of the Development that are identified individually as numbered buildings on the Land Use – Ground Floor Parameter Plan (and the terms "Building 1", "Building 2", "Building 3" (etc) shall be construed accordingly);
"**Bus Contribution**"	means the sum of £1,947,000 (one million, nine hundred and forty-seven thousand pounds) Index Linked to be paid in instalments to the County Council towards the Bus Mitigation Measures for onwards payment to Cambridgeshire and Peterborough Combined Authority unless otherwise agreed between the Owner and the County Council;
"Bus Mitigation Measures"	means the bus mitigation measures set out in Appendix 2 to this Deed or such other bus mitigation measures as may be agreed between the Owner and the County following a review by the TRG;
"**Chisholm Trail**"	means the proposed cycling route scheme entitled the Chisholm Trail (currently under construction), between Cambridge Station and Cambridge North Station;
"**City Monitoring Contribution**"	means a sum of £21,700 (twenty-one thousand seven hundred pounds) Index Linked to be paid to the City Council towards the monitoring of compliance with the Planning Obligations in accordance with clause 18 of this Deed;

"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended);
"**Coldhams Lane Bus Shelters Contribution**"	means the sum of £20,000 (twenty thousand pounds) Index Linked to be paid to the County Council towards the maintenance of the (2) two new bus shelters to be provided on Coldhams Lane or such alternative location to be agreed between the Owner and the County Council;
"**Coldhams Lane Works**"	improvements to Coldhams Lane between the Site and Newmarket Road comprising: (i) the removal of right hand turn lanes to provide width for on-street cycle lanes on either side of Coldhams Lane; and (ii) improvements to the footway along Coldhams Lane including entry treatments, reduced corner radii, dropped kerbs and tactile paving the general arrangement for which is shown for indicative purposes on drawing no. WIE-17469-SA-95-1007-SK17-P01 (subject to any variations or amendments agreed thereto in writing between the County Council and the Owner);
"**Commencement**"	means works to commence development of any part of the Development on the Site by way of Implementation of the Planning Permission and "**Commence**" and cognate expressions will be interpreted in accordance with this definition;
"**Commercial Building**"	means Buildings 1-9 which contain Commercial Floorspace;
"**Commercial Floorspace**"	means floorspace within Buildings 1-9 which is permitted by the Planning Permission to be used or developed for office and/or research and development use;

"**Community Floorspace**" means the community floorspace forming two parts:

(i) community and youth space with an area of approximately 200 sqm (GIA) which unless otherwise agreed in writing with the City Council will include a flexible room of approximately 50 sqm for meetings and activities, supported by approximately 90 sqm (GIA) of common space for gathering plus a kitchenette, office and WCs and in addition thereto;

(ii) a Stem Education Centre which includes flexible learning space (that is to say a space for providing Science Technology Engineering and Mathematics education) with an area of approximately 200 sqm (GIA)

to be provided as part of the Development and which is to be made available as Community Floorspace in accordance with the Community Floorspace Scheme;

"**Community Floorspace Scheme**" means a scheme setting out details of the proposed Community Floorspace including:

a) the location, size and specification of the Community Floorspace;

b) a programme for the delivery of the Community Floorspace; and

c) details of the management operation and maintenance requirements for the Community Floorspace including details of the management body to be given responsibility for the same;

"**Community Outreach Strategy**" means a strategy (prepared following consultation with a range of stakeholders that could include but not limited to education institutions, local government partners,

	charitable organisations and local residents' groups) which sets out commitments to engage with the public and programme events with the aim of securing a range of community-related benefits (other than employment creation) which may include education and on-Site practical based opportunities for local schools and other community stakeholders in relation to the public realm and/or Community Floorspace within the Development) together with particulars in relation to reviews of the strategy with implementation arrangements for any changes agreed between the City Council and the Owner;
"**Community Outreach Strategy Monitoring Regime**"	means a monitoring and reporting regime to include annual written monitoring reports for ten (10) years following first Occupation of any Commercial Building to be provided to the City Council coordinated by the Owner (or its appointed management body or other appointed body) describing the progress made towards meeting the aims and objectives of the Community Outreach Strategy and including the review and updating of the Community Outreach Strategy as agreed between the Owner and the City Council;
"Completion of the Development"	means the Practical Completion of the last Building and the delivery available for public use of the Public Realm
"**Construction Phase**"	means the construction phase of the Development being the period from Implementation of the Development to the Practical Completion of the Development;
"**Contribution**"	means all the payments listed in the Indexation Table and **"Contributions"** shall be construed accordingly;
"**County Monitoring Contribution**"	means a sum of £3,300 (three thousand, three hundred pounds) Index Linked to be paid to the County Council towards the monitoring of compliance with the Planning Obligations;

"CPZ Contribution"	means the sum set out in a CPZ Contribution Call Notice of up to a maximum sum in aggregate of £30,000 (thirty thousand pounds) Index Linked to be paid to the County Council (whether required by one or more CPZ Contribution Call Notices) towards the costs of extending an existing parking restriction or implementation of new parking restrictions in response to the findings of a Parking Survey;
"CPZ Contribution Call Notice"	means a written notice served by the County Council on the Owner within the relevant period set out in Table 1 at paragraph 1 of Schedule 10 following receipt and review of the results of a Parking Survey, such notice to include a reasoned conclusion on whether those results justify the extension of an existing parking restriction or the implementation of new parking restrictions and the associated costs of doing so (being the level of the CPZ Contribution sought);
"**Decision Letter**"	means the decision letter issued by the Secretary of State confirming whether or not Planning Permission is granted;
"**Development**"	means development pursuant to the Planning Permission;
"**Employment & Skills Strategy**"	means a Site-wide strategy (where practical and relevant to be coordinated with the Community Outreach Strategy) for the Construction Phase or Operational Phase (as appropriate) with the aim of securing local jobs and in-job training including a target (to be agreed as part of the Approved strategy) for apprenticeship opportunities to include a charter for encouraging employment and training opportunities (setting out how the Owner will work/liaise with stakeholders to assist delivery of opportunities) and the following aims and objectives (with details of how the aims and objectives are intended to be met) in so far as

relevant to the Construction Phase or Operational Phase (as appropriate):

a) to use Reasonable Endeavours to maximise the use of the Real Living Wage for jobs created in the Construction Phase and the Operational Phase;

b) work with local schools, colleges and/or community organisations to promote amongst young people carers and adults the range of careers available, skills and qualifications needed for employment in the construction sector and the commercial sectors of the end-use occupiers of the Development such promotion to include details of site tours for schools;

c) jobs to offer training and apprenticeships opportunities in the Construction Phase or Operational Phase (where appropriate);

d) where appropriate new jobs created in the Construction Phase or Operational Phase to be advertised at Job Centre Plus;

e) engagement with relevant existing or future City-wide skills and employment initiatives;

f) for the Operational Phase, use Reasonable Endeavours to encourage future tenants of the Commercial Floorspace to participate in the delivery of the Employment and Skills Strategy in so far as it relates to their interest for a period of five (5) years following first Occupation of their Building; and

g) identification of an employment and skills coordinator;

h) monitoring and reporting to the City Council no less than once every twelve (12) months during the Construction Phase and in relation to the

Operational Phase until (in relation to each Commercial Building) five (5) years following Occupation of that Building, such reporting to be coordinated by the Owner (or its appointed body) and to confirm progress in meeting the above aims and objectives;

i) particulars in relation to regular reviews of the strategy with implementation arrangements for any changes agreed between the City Council and the Owner

"**Employment and Skills Strategy Monitoring Period**" means:

a) for the Construction Phase Employment and Skills Plan for the duration of the Construction Phase; and

b) for the Operational Phase Employment and Skills Plan the period of time starting from first Occupation of a Commercial Building and ending on the date that is five (5) years following first Occupation of each Building;

"**Feasibility Study**" means a feasibility study to be undertaken by the Owner and submitted to the County Council for approval which is to:

(a) identify whether the delivery of the New Bus Stops is feasible within the public highway as part of the Coldhams Lane Works;

(b) if not, identify whether an alternative solution is feasible for the delivery of two bus stops within the public highway or land within the Owner's control in the vicinity of the Site for a total cost of up to £330,000 (three hundred and thirty thousand pounds) index linked to BCIS from the

date of this Agreement to the date of the Feasibility Study and

(c) if an alternative solution is feasible within the public highway identify the cost of such works (such cost to become the Alternative Works Contribution)

(d) if the alternative solution is feasible within land within the Owner's control, identify the details of such works and any alternative programme for such works;

"**Framework Travel Plan**"	means the Framework Travel Plan for the Development dated August 2024 submitted to the City Council and approved as part of the Planning Application (including any variations thereto agreed in writing between the Owner and the County Council);
"**GCP**"	means the Greater Cambridgeshire Partnership;
"GCP Bottisham Greenway Contribution"	means the sum of £30,000 (thirty thousand pounds) Index Linked to be paid to the County Council towards advisory on-road cycle lane markings and signage on the Bottisham Greenway;
"**GCP Chisholm Trail Contribution"**	means the sum of £350,000 (three hundred and fifty thousand pounds) Index Linked to be paid to the County Council towards improvements to the Coldhams Lane/ Cromwell Road junction as identified as part of Phase 2 of the Chisholm Trail (or equivalent replacement schemes);
"**GCP Eastern Access Improvements Contribution**"	means the sum of £657,000 (six hundred and fifty seven thousand pounds) Index Linked to be paid to the County Council towards the GCP Eastern Access improvements along Newmarket Road (or equivalent replacement schemes);

"**Harvest Way Contribution**"	means the sum of £5,000 (five thousand pounds) Index Linked to be paid to the County Council towards the installation of measures to restrict car parking in the contra flow cycle lane on Harvest Way;
"**Hive Park**"	the open space located within the Site identified as 'Hive Park' on the plan labelled 'S106 Plan – Hive Park' attached to this Deed at Appendix 1 or any variation or substitution thereof approved in writing by the City Council;
"**Highways Agreement**"	means an agreement made under section 278 and or 38 of the 1980 Act or as otherwise agreed between the Owner and the County Council as required by the County Council to deliver the works in Schedule 10 of this Deed;
"**Implementation**"	means implementation of the Planning Permission by the carrying out of any material operation within the meaning of Section 56 (2) and (4) of the 1990 Act on the Site pursuant to the Planning Permission save that for the purposes of this Deed the following shall not constitute Implementation: (i) site clearance; (ii) ground investigation or remediation; (iii) archaeological investigation; (iv) construction of boundary fencing or hoardings or construction compounds; (v) noise attenuation works; (vi) ecological works; (vii) construction of temporary highways accesses; (viii) diversion and laying of services and utilities; (ix) earthworks; and (x) any other works agreed in writing with the City Council appertaining to such works

	and "**Implement**" and "**Implemented**" and cognate expressions will be interpreted in accordance with this definition;
"**Implementation Date**"	means the date of Implementation of the Planning Permission;
"**Index Linked**"	means: a) in the context of Contributions, adjusted pursuant to clause 17 and the Indexation Table by reference to either BCIS or RPI to be linked to specified Contributions payments set out herein; b) in the context of the value of the Alternative Works, index linked by reference to BCIS from the date of this Agreement to the date the cost of any such Alternative Works is determined in the Feasibility Study or in the absence of any such index such alternative index as the Owner and the City Council or County Council (as appropriate) may agree and the term "**Indexation**" shall be construed accordingly;
"**Indexation Table**"	means the table at clause 17 herein setting out each of the Contributions with the relevant index to be applied;
"**Land Use – Ground Floor Parameter Plan**"	means drawing PO-LDA-ZZ-XX-DR-A-08004 Rev P2 attached to this Deed at Appendix 1 or any variation or substitution thereof approved by the City Council;
"Landscape and Open Space Parameter Plan"	means drawing PO-LDA-ZZ-XX-DR-A-08007 Rev P2 attached to this Deed at Appendix 1 or any variation or substitution thereof approved by the City Council;
"**Local Centre Strategy**"	means a strategy which identifies in high-level terms the location, size and mix of active ground floor non-laboratory or office uses within use classes E (a – f), F1 (b) – (f) and

F2(b and d) within Buildings 5 – 10 (which for the avoidance of doubt excludes Commercial Floorspace and floorspace required for functional, operational and ancillary uses) to identify in high-level terms how such location, size and mix of uses will support the day-time and where appropriate the night-time economy (as such Approved strategy may with the written approval of the City Council be amended from time to time to take account of market demand or viability or otherwise);

"**Meanwhile Use**" means temporary on-Site uses and activities during the Construction Phase such uses and activities must be:

a) appropriate, safe, compatible with the phasing and delivery of the Development and viable;

b) compatible with (and where appropriate complementary to) local amenity and (where possible) to provide benefits to the local community; and

c) for the avoidance of doubt Meanwhile Uses shall exclude any uses falling within Use Classes B2 and/or B8 of the Town and Country Planning (Use Classes) Order 1987 as amended;

"**Meanwhile Use Strategy**" means a strategy setting out the intended approach to identifying appropriate Meanwhile Uses (and occupiers where relevant) to demonstrate whether and if so how any such proposed Meanwhile Uses could be effectively deployed throughout the Construction Phase until such time as the completion of the demolition of all existing buildings to be demolished on the Site as part of the Development has been achieved;

"**Monitor and Manage Contribution**" means the sum of up to £1,275,000 (one million two hundred and seventy five thousand pounds) Index Linked to BCIS from the date of this Deed to the date the contribution or relevant part thereof is allocated

	through a Monitor and Manage Notice which may become payable (in full or in part) as a consequence of one or more Monitor and Manage Notices being served on the Owner by the County Council pursuant to the Monitor and Manage Scheme such sum to be payable towards the cost of the County Council (or others) delivering the mitigation agreed by the Transport Review Group or determined by a specialist in accordance with clause 12 such mitigation may include a further contribution to the GCP Chisholm Trail or for the delivery of additional bus measures or such other scheme as determined by the Transport Review Group;
"Monitor and Manage Notice"	means a notice that may be served by the County Council on the Owner in accordance with the requirements of the Monitor and Manage Scheme and the requirements of Schedule 10;
"**Monitor and Manage Scheme**"	means the monitor and manage scheme appended to this Deed at Appendix 4 or such variation thereof agreed in writing between the Owner and the County Council;
"New Bus Stops"	means (2) two new bus stops with associated infrastructure to be provided on Coldhams Lane (one on each side of the road) in the location of the Coldhams Lane Works;
"**NPPF**"	means the National Planning Policy Framework published in December 2024 (or any replacement thereof);
"**Occupation**"	means occupation of a Building (except occupation for construction, fitting out, marketing or site security purposes) and "**Occupier**", "**Occupy**" and "**Occupied**" and cognate expressions will be interpreted in accordance with this definition;

"**Off-Site Leisure Contribution**"	means the sum of £11,950 (eleven thousand, nine hundred and fifty pounds) Index Linked which may be payable to the City Council for off-Site existing leisure facilities used towards the provision and/or improvement to the leisure facilities and equipment (which may include the indoor gymnasium) at Abbey Sports Centre and Gym Whitehill Road Cambridge or Parkside Pools and Gym Gonville Place Cambridge, Cambridgeshire;
"**Operational Phase**"	means in relation to each Commercial Building the period from the date of first Occupation of that Building until five (5) years following that date;
"Parking Survey"	means a survey undertaken by or on behalf of the Owner pursuant to a Travel Plan to assess the extent to which the Development is contributing to a material increase in parking on residential streets within a survey area (to be agreed with the County Council) in the vicinity of the Development;
"**Phase**"	means a phase of the Development as shown on the Phasing Plan;
"**Phasing Plan**"	means the phasing plan approved and discharged pursuant to a Planning Condition (or any amendment thereof approved in writing by the City Council);
"**Planning Application**"	means the outline planning application with all matters reserved bearing reference number 23/03204/OUT made to the City Council and called-in by the Secretary of State for the demolition of existing buildings and structures and redevelopment of the site for a new local centre (E (a-f), F1(b-f), F2(b,d)), open space and employment (office and laboratory) floorspace (E(g)(i)(ii) to the ground floor and employment floorspace (office and laboratory) (E(g)(i)(ii) to the upper floors, along with supporting infrastructure, including pedestrian and cycle routes, vehicular access,

car and cycle parking, servicing areas, landscaping and utilities;

"Planning Condition" means a planning condition attached to the Planning Permission;

"**Planning Obligations**" means the planning obligations contained in Schedules 1 to 11 (inclusive) of this Deed;

"**Planning Permission**" means the planning permission that may be granted following approval of the Planning Application by the Secretary of State and/or any Section 73 Planning Permission granted after the date of this Deed;

"**Practical Completion**" means unless the context otherwise admits completion of the relevant works evidenced by the issue of a certificate of practical completion by a suitably qualified architect, surveyor or engineer as the case may be and the expressions "**Practically Completed**", "**Complete**", "**Completion**" and "**Completed**" shall be construed accordingly;

"**Public Art**" means artistic elements to be provided as part of the Development which are intended to provide a high-quality environment and public realm in accordance with the Public Art Strategy which may include (but need not be limited to):

a) statues;

b) sculptures;

c) street furniture and signage;

d) monuments;

e) memorials;

f) architectural features and integrated features;

g) landscape features;

h) play equipment;

i) lighting features;

j) water features;

k) sound features;

l) paintings and murals;

m) flags and banners;

n) transitory/ephemeral public art including performances, dance, theatre, poetry, posters and installations; and

o) such other forms of public art as may be Approved by the City Council;

"**Public Art Budget**" means a total Site-wide budget of seven hundred thousand pounds (£700,000) exclusive of value added tax for the cost of providing all of the Public Art in accordance with the Public Art Strategy and the Approved Public Art Delivery Plans which costs shall include any costs of:

a) artists'/professional design fees;

b) any specialist advice and/or project management fees;

c) public engagement, consultation, exhibition and promotion/advertising;

d) fabrication;

e) transport, security and delivery;

f) installation;

g) maintenance and monitoring;

h) duty of care;

i) insurance/public liability and/or professional indemnity costs;

j) commissioning;

k) decommissioning;

l) legal

m) press and media advice and support; and

n) contingency;

PROVIDED THAT the Public Art Budget shall not be called upon to defray any costs for or associated with the preparation and submission of applications to the City Council relating to matters requiring any Approval by the City Council under the provisions of this Deed

"**Public Art Delivery Plan**" means a document that sets out the details for a Phase of the proposed Public Art to be provided in that Phase in accordance with the Public Art Strategy (unless otherwise Approved by the City Council) such details to include:

a) details of the Public Art to be provided in that Phase;

b) details of how the Public Art will be delivered in that Phase;

c) details of the public engagement, consultation and promotion strategy for the Public Art in that Phase;

d) details of the location of the proposed Public Art in that Phase, including a location plan;

e) details of how the Public Art Budget is to be allocated to that Phase, if any;

f) a programme for the phased delivery of the Public Art; and

g) details of the future ownership (post implementation) management and maintenance arrangements in relation to the Public Art in that Phase

and includes any variations Approved by the City Council;

"**Public Art Strategy**"	the site-wide public art strategy dated 19 December 2024 submitted as part of the Planning Application;
"**Public Art Zone**"	each of the public art zones referred to at paragraph 4.0.2 of the Public Art Strategy (an extract of which is set out in Appendix 3) or such variation or substitution thereof Approved by the City Council;
"**Public Realm**"	means those areas of the Site shown as landscape zones on the Landscape and Open Space Parameter Plan excluding those such areas shown as 'Service or Access Areas';
"**Public Realm Management Strategy**"	means a strategy for the management and maintenance of the Public Realm which shall (unless otherwise agreed in writing with the City Council): a) identify the areas of Public Realm over which there shall be public access; b) identify details of the management and maintenance requirements for the areas identified at (a) above; c) sets out the principles to be applied to dealing with any anti-social behaviour within the Public Realm; d) specify details of the management body (or bodies) elected by the Owner which will manage the Public Realm; and specify details of any transfer arrangements and funding mechanism for the future maintenance and management of the Public Realm;
"Qualifying Commercial Unit"	means a commercial unit which has a size of 1,000 sqm net internal area or more forming part of a Building;
"**Real Living Wage**"	means the Real Living Wage (outside of London) calculated by the Resolution Foundation (and overseen

	by the Living Wage Commission on behalf of the Living Wage Foundation) being at the date of this Deed the sum of twelve pounds and sixty pence (£12.60) per hour and following the date of this Deed such updated or replacement Real Living Wage rate (outside of London) as may be published from time to time or if the Real Living Wage (as described above) ceases to be calculated or published such reasonable suitable alternative rate as the Owner and the City Council may agree in writing;
"**Reasonable Endeavours**"	means the Owner has used commercially prudent methods that are likely to achieve the desired outcome and in the event of first attempt at securing the desired outcome has failed an alternative such method of achieving the desired result has been achieved (unless there are no reasonable alternatives);
"**Reserved Matters**"	means that which is more particularly defined in Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (SI 2015/595) and which details the list of matters reserved for subsequent approval following the grant of outline planning permission such matters to include (where not already detailed and approved pursuant to the relevant outline planning permission) access, appearance, landscaping, layout and scale;
"**Reserved Matters Application**"	means the application or applications for approval of Reserved Matters as referred to in the Planning Permission;
"**Reserved Matters Approval**"	means the approval issued pursuant to the determination of a Reserved Matters Application;

"**Reserved Matters Area**"	means a part of the Site in respect of which a Reserved Matters Approval is applied for/obtained (as the context admits);
"**RPI**"	means the Retail Prices Index: All Items published by the Office for National Statistics;
"**Schedules**"	means Schedules 1 to 12 inclusive to this Deed and the term "**Schedule**" shall be construed accordingly;
"**Secretary of State**"	means the Secretary of State for Housing, Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under section 77, 78 and 79 of the 1990 Act;
"**Section 73 Permission**"	means a permission which may be granted pursuant to an application under section 73 and/or section 73B (if and when in force) of the 1990 Act permitting the Development subject to conditions which differ from the conditions of the Planning Permission and for the avoidance of doubt including a planning permission granted by way of an approval of an application under section 73 and/or section 73B of the 1990 Act to vary or remove condition(s) on any Section 73 Permission issued after the Planning Permission;
"**Senior Representatives**"	means in the case of the City Council the Joint Director of Planning & Economic Development and in the case of the Owner its duly appointed representative and in the case of the County Council the Assistant Director: Infrastructure and Growth;
"**Site**"	means the land shown edged red on the Plan carrying drawing reference number PO - Designer – A – 08030 Rev P1 and labelled 's106 Plan' appended hereto at Appendix 1;

"**Start-up Space and Scale-up Space Strategy**"	means a strategy (which may be amended by agreement in writing between the Owner and the City Council from time to time) which identifies how subject to demonstrable market demand and viability Reasonable Endeavours will be used to support start-up and scale-up workspaces and where appropriate to identify a workspace provider to manage start-up workspaces (where this is not the Owner or an appointed management body) such strategy to include but not limited to: • the location of potential start-up and scale-up workspace; • a leasing programme for such space; and • the leasing criteria for such space; • details and particulars of the methodology employed to secure the strategy outcomes;
"**Transport Review Group**"	means the group to be established between the Owner and the County Council, and to operate as provided for in Appendix 5 to this Deed;
"**Travel Plan**"	means a commercial travel plan for a Qualifying Commercial Unit which accords with the principles of the Framework Travel Plan (in so far as is relevant to such Qualifying Commercial Unit) to enable and encourage employees within the relevant Qualifying Commercial Unit to travel more sustainably to and from such Qualifying Commercial Unit being site and people-specific and comprising measures to mitigate the traffic effects of such Qualifying Commercial Unit on the road network;
"**Travel Plan Coordinator**"	means the person appointed to act as coordinator of a Travel Plan for a Qualifying Commercial Unit who shall be responsible for the implementation monitoring and

	progress of the Travel Plan in relation to that Qualifying Commercial Unit;
"**Travel Plan Monitoring Contribution**"	means the sum of £25,000 (twenty five thousand pounds) Index Linked payable to the County Council to be used for monitoring, reviewing progress of, and working with occupants on, the Framework Travel Plan and the Travel Plans;
"**Trigger Event**"	means the trigger point for payment of a relevant Contribution or the performance of any of the Planning Obligations as identified in Table 1 of Schedule 10;
"**Working Day**"	means Monday to Friday (inclusive) except Good Friday Christmas Day and public and bank holidays from time to time in England.

1.2 Any covenant by the Owner or the Councils not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

1.3 Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it (except where specified).

1.4 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

1.5 Where reference is made to an appendix, clause, drawing, part, plan, paragraph, recital or schedule such reference (unless the context requires otherwise) is a reference to an appendix, clause, drawing, part, plan, paragraph, recital or schedule of or (in the case of a plan or drawing) attached to this Deed.

1.6 In this Deed the singular includes the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.

1.7 The defined terms at the beginning of each of the Schedules to this Deed shall apply equally to the interpretation of the rest of this Deed unless the context otherwise requires.

1.8 In this Deed the term “including” shall mean “including without limitation” and “include” and “includes” shall be construed accordingly.

2. Planning Obligations

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

2.2 It is agreed that the Planning Obligations shall relate to and be enforceable only against those parts of the Site on which the said obligations fall to be performed (as specified in the relevant Schedule) separately from such other part of parts of the Site with the intention that any breach in relation to such obligation in respect of one part of the Site shall not amount to a breach of the same in respect of any other part of the Site.

3. Authorities

3.1 The obligations in this Deed are made under Section 106 of the 1990 Act with the intention that they should bind the Owner’s freehold interests in the Site to this Deed and are planning obligations for the purposes of the 1990 Act and are enforceable by the Councils as local planning authorities subject as herein provided; and

3.2 The obligations in Schedules 1 – 9 and 11 are enforceable by the City Council.

3.3 The obligations in Schedule 10 are enforceable by the County Council.

3.4 The City Council covenants to comply with the obligations on its part contained within the Schedules and such obligations are entered into by the City Council pursuant to its functions as local planning authority.

3.5 The County Council covenants to comply with the obligations on its part contained within the Schedules and such obligations are entered into by the County Council pursuant to its functions as local highway authority.

4. Entry Into Effect

4.1 The covenants and obligations in this Deed shall take effect immediately on completion of this Deed save that clauses 5 and 6.2 and the Schedules shall take effect on Implementation.

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

4.2.1 this Deed shall absolutely determine and become null and void save for this clause and the clauses listed at clause 4.1 which shall take effect on completion of this Deed and shall remain enforceable; and

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

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

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

4.4.1 is not a material planning consideration; or

4.4.2 can be given no weight in determining the Planning Application; or

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

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

5. No Encumbrances

The Owner HEREBY COVENANTS with the Councils that once the Planning Permission has been Implemented they will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of

the Planning Obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this clause will not prevent any disposal or dealing by the grant of lease or otherwise with the Owner's interests in the Site or from developing any part of the Site in accordance with a planning permission (other than the Planning Permission).

6. General Provisions

6.1 IT IS HEREBY AGREED AND DECLARED that the covenants on behalf of the Owner and the Councils to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry by the City Council for the purposes of the Local Land Charges Act 1975 (as amended) PROVIDED THAT if the Planning Permission expires or is unimplemented or is revoked or if all the Planning Obligations have been discharged the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 and on receipt of an application from or on behalf of the Owner the City Council shall cancel the registration.

6.2 The Owner covenants with the Councils to carry out and observe the Planning Obligations PROVIDED THAT in relation to the Planning Obligations contained in the Schedules which are expressed (whether expressed explicitly or implicitly) to take effect on or after Implementation the Owner shall not be liable to carry out or observe those Planning Obligations until Implementation shall have occurred.

6.3 The Owner covenants with the Councils that unless otherwise agreed in writing with the Councils not to Commence or permit or allow Commencement on a Phase (or part of a Phase where relevant) in relation to which at the date of this Deed there is a leasehold interest registered at the Land Registry unless and until either:

6.3.1 the owner of that leasehold interest has entered into a confirmatory deed under section 106 of the 1990 Act to become bound by the Planning Obligations; or

6.3.2 that leasehold interest has been terminated and confirmation thereof has been provided to the Councils in writing.

6.4 The Councils will on written request from any Owner (and where such request has been made by any successor in title of the whole or any part of the Site this will be subject to payment of the Councils' reasonable costs and expenses) use their reasonable endeavours to certify within fifteen (15) Working Days whether or not one or more obligations under this Deed have been satisfied.

6.5 Nothing in this Deed shall be construed as granting consent under the Highways Act 1980 to any party or its/their agents or servants from time to time to carry out works on a highway for which the County Council is the highway authority or as requiring that any works be carried out on land not being within the Site or within public highway.

6.6 The Owner hereby agrees to give the Councils written notice of any change in ownership of its interests in the Site occurring before all the Planning Obligations under this Deed have been discharged and that such notice will be provided to the Councils within ten (10) Working Days following such change in ownership and such written notice will give the Councils details of the name and address of the current and new owner of such interests together with details of the part of the Site to which each of their interests apply save that such obligations will not apply to any disposal to a utility provider or similar site infrastructure service provider nor to the creation of any right or easement over the Site.

6.7 The Owner will on or before the date of this Deed pay to the City Council and the County Council their respective legal costs incurred in the negotiation and completion of this Deed.

7. No Waiver

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

8. Financial Provisions

8.1 The Councils covenant with the Owner only to commit or spend each Contribution for the purpose specified in respect of that Contribution in this Deed.

8.2 The Councils shall be entitled to use all interest accrued on each Contribution from the date of actual payment to the Councils thereof until the date when the relevant Contribution is spent or the date of repayment of the relevant Contribution provided for in clause 8.6 as the case may be for the purposes specified PROVIDED THAT all such interest accrued shall be used only for the purpose specified in respect of that Contribution in this Deed.

8.3 In the event of any delay in paying a Contribution the relevant payments shall:

8.3.1. thenceforth be a debt due to the Councils recoverable by action; and

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

8.4 It is agreed between the Parties that if the Councils at any time after the date hereof commence the provision of or provide in whole or in part any of the facilities or infrastructure in respect of which a Contribution is to be made under the terms of the Schedules to this Deed such provision shall not discharge the obligation to make the relevant Contribution and it is further agreed for the avoidance of doubt the advanced provision by the Councils of such facilities or infrastructure shall not require the payment of the related Contribution any earlier than required under the terms of the relevant Schedule nor shall it increase the amount of any such Contribution nor shall it be a use or commitment for the purpose of clause 4.2.2.

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

8.6 Where any part of the Contributions paid and/or any Interest accrued have not been spent or committed to be spent (where applicable by a legally binding contract) for the purpose for which they were paid as described in this Deed in each case within 10 years of the date of payment of the relevant Contribution the County Council or the City Council as the case may be shall repay that part (together with such interest if any as may have been earned thereon) to the payer of the Contribution concerned (or to such person as the payer shall in its absolute discretion direct) PROVIDED ALWAYS THAT if before the expiry of such period there is any legally binding contract or contracts in existence relating to the provision or the improvements in whole or in

part to which the said Contribution is attributable as set out in this Deed and the performance of such contract or contracts are to be completed after the expiry of the said period any sum to be repaid shall be repaid following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said improvements pursuant to such contract or contracts.

8.7 The County Council and the City Council respectively shall make available to the Owner such information as it can reasonably be expected to provide in response to a request from the Owner as to how the Contributions and accrued interest thereon have been or are being spent or committed.

9. Severability

Each clause, sub-clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained herein.

10. Verification and Enforcement

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

11. Modifications to be Noted on this Deed

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

12. Disputes

12.1 In the event of any dispute between the Owner and the Councils or between the Owner and the City Council or the County Council relating to or arising out of the terms of this Deed any party to such dispute may invite any other such party to resolve

the dispute by a meeting of Senior Representatives or mediation in such manner as the parties agree.

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

12.2.1 specifies the nature and substance of the dispute;

12.2.2 specifies an appropriate Specialist; and

12.2.3 specifies the relief sought in relation to the dispute.

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

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

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

12.6 The Specialist is to act as an independent expert and:

12.6.1 any party may make written representations to the Specialist within fifteen (15) Working Days of his appointment and will copy the written representations to all the other parties (save for any party who has indicated in writing a desire not to be involved in the dispute);

12.6.2 each party is to have a further fifteen (15) Working Days from receipt of the other parties' written representations to make written comments on the other

parties' representations and will copy such written comments to all the other parties;

12.6.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

12.6.4 the Specialist is not to take oral representations from the parties without giving all parties the opportunity to be present and to give evidence and to cross examine all other parties who give evidence;

12.6.5 the Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision;

12.6.6 the Specialist is to use all reasonable endeavours to publish his decision within forty (40) Working Days of his appointment; and

12.6.7 the decision of the Specialist shall be final (save where it is stated to be an interim or provisional decision) and binding on the Parties.

12.7 Responsibility for the costs of referring a dispute to a Specialist under this clause 12 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist and the Specialist shall be entitled to order that the reasonable legal and professional costs incurred by any party in connection with the reference of the dispute to the Specialist shall be paid by any party or parties to the dispute in whatever proportions the Specialist shall decide and the decision of the Specialist in this respect and as to the amount of such costs as it is reasonable for any party to pay to another party shall be final and binding on the Parties.

12.8 If the Specialist nominated pursuant to this clause 12 shall die or decline to act another Specialist may be appointed in his place.

12.9 This clause 12 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.

12.10 This clause 12 does not apply to any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion pursuant to this Deed.

13. Reasonableness

Except where expressly stated to the contrary where under this Deed any approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any Party or any response is requested any such approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed PROVIDED THAT nothing in this Deed (save for clauses 3.4-3.5, 6.4, 8.1, 8.7, 12 and 13 and the covenants given by the Councils in the Schedules hereof which will be binding on the Councils as contracting parties of this Deed) shall prejudice or affect the rights, powers, duties and obligations of the Councils in the exercise by each or all of them of their statutory functions and the rights, powers, duties and obligations of the Councils under private or public statutes, byelaws, orders and regulations may be as fully and effectively exercised as if they were not parties to this Deed.

14. Notices

14.1 Any notice to be served in accordance with this Deed shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925 and except that notwithstanding such provision:

14.2 any notice to be served on the City Council shall be addressed to the Section 106 Monitoring Officer and in the case of the County Council be addressed to the Assistant Director: Infrastructure and Growth at their addresses specified above and shall quote the reference numbers referred to in the definition of "Planning Application" in clause 1.1 hereof;

14.3 whilst the Owner is Railway Pension Nominees Limited, any notices must be:

(a) served on it at its registered office from time to time and marked for the attention of The Property Team; and

(b) copied to Jones Lang LaSalle Limited (company number 1188567) at its registered office from time to time and marked for the attention of The Property Management Team

or at such other address and/or with such other reference or copied to such other managing agent (at such address of the managing agent and with such reference) as is notified to the City Council and County Council from time to time.

14.4 the Parties agree that (unless otherwise agreed in writing) service using electronic communication shall not be a valid means of service for any process under the provisions of this Deed; and

14.5 any notice to be served on the other Parties shall be addressed to the address set out at the beginning of this Deed or any different address subsequently notified to the other Parties.

15. Deed Governed by English Law

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

16. Contracts (Rights of Third Parties) Act 1999

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

17. Indexation

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

Payment	**Index**	**Base Date**
Alternative Works Contribution	BCIS	Date of this Deed
BNG Monitoring Contribution	RPI	Date of this Deed
Bus Contribution	RPI	Date of this Deed
Coldhams Lane Bus Shelters Contribution	BCIS	Date of this Deed
County Monitoring Contribution	RPI	Date of this Deed
CPZ Contribution	BCIS	Date of this Deed
GCP Bottisham Greenway Contribution	BCIS	Date of this Deed

GCP Chisholm Trail Contribution	BCIS	Date of this Deed
GCP Eastern Access Improvements Contribution	BCIS	Date of this Deed
Harvest Way Contribution	BCIS	Date of this Deed
Off-Site Leisure Contribution	BCIS	Date of this Deed
Travel Plan Monitoring Contribution	RPI	Date of this Deed

18. Monitoring

18.1 The Owner shall serve notice of:

18.2 the intended Implementation Date on the Councils at least fifteen (15) Working Days prior to the Implementation Date and

18.3 notice upon the Councils within ten (10) Working Days of the actual Implementation Date.

18.4 The Owner shall serve advance notice on the Councils of at least fifteen (15) Working Days prior to each of the following:

18.4.1. the date of Commencement of the first Building to be constructed on the Site;

18.4.2. the date of first Occupation of the first Building;

18.4.3. in respect of each Phase notice of the Implementation Date for the relevant Phase;

18.4.4. the date upon which all demolition works in respect of all buildings on the Site which are the subject matter of the Meanwhile Use Strategy have been demolished

18.4.5. the date of full Occupation of the Buildings.

18.5 The Owner shall pay the City Monitoring Contribution to the City Council in the following instalments:

18.5.1. £2,200.00 (two thousand two hundred pounds) on or prior to the date of Commencement; and thereafter

18.5.2. five equal instalments of £3,900 (three thousand nine hundred pounds) annually the first of which falls to be paid on the first annual anniversary of the date of Commencement.

18.6 The Owner shall pay the County Monitoring Contribution to the County Council on Commencement.

19. Release and Discharge

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

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

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

19.2.2. any occupier or tenant of the Buildings;

19.2.3. any management body save for the ongoing management obligations in paragraphs 3 and 4 of Schedule 5 in each case insofar as such management body takes an interest in the relevant parts of the Site;

19.2.4. any person who holds an interest in the Site only by way of an easement or covenant;

19.2.5. any successor in title to or person deriving title from, or any mortgagee or receiver to any such person referred to above.

19.3 For the avoidance of doubt nothing in this Deed shall restrict or prevent any party from requesting or applying for a discharge or modification of the Planning Obligations contained in this Deed at any time.

19.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission or a Section 73 Permission.

19.5 Without prejudice to the requirements of Section 106A of the 1990 Act the Parties agree and declare that the planning obligations in this Deed can and can only be waived, varied or released by consent of the Councils following a request by persons against whom the obligation is enforceable and subject to the completion of an agreement with that person and anyone else capable of being bound by the terms of that obligation and able to give effect to the waiver, variation or release.

19.6 It is hereby agreed by the Parties that any agreement, approval, consent, approval of application, approval of Reserved Matters, discharge or compliance with condition or other expression of satisfaction issued or given by the Councils or any of them pursuant to the Planning Permission shall be taken to be Approved under this Deed.

19.7 It is hereby agreed by the Parties that in relation to any agreement, consent Approval, or other expression of satisfaction required to be given under the provisions of this Deed by the Councils no deemed approval shall be implied or given in the absence of an express written Approval and or consent.

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

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

Schedule 1

Employment & Skills Strategy

The Owner covenants with the City Council so as to bind the Site as follows:

Construction

1 not to Commence Development until an Employment and Skills Strategy for the Construction Phase has been submitted to and Approved by the City Council;

2 to use Reasonable Endeavours to implement the Approved Employment and Skills Strategy for the Construction Phase and to use Reasonable Endeavours to achieve the aims and objectives of that Approved Employment and Skills Strategy;

Operational

3 not to Occupy any Commercial Building until an Employment and Skills Strategy for the Operational Phase has been submitted to and Approved by the City Council;

4 to use Reasonable Endeavours to implement the Approved Employment and Skills Strategy for the Operational Phase in connection with each Commercial Building and to use Reasonable Endeavours to achieve the aims and objectives of that Approved Employment and Skills Strategy

Monitoring

5 to carry out the monitoring activities pursuant to each Approved Employment and Skills Strategy throughout their respective Employment and Skills Strategy Monitoring Periods.

6 during the Employment and Skills Strategy Monitoring Period to keep each Employment and Skills Strategy under review with the City Council at least once in each twelve (12) month period beginning with each Approval date and use Reasonable Endeavours to implement any updated strategy/ies as Approved in accordance with the Approved Employment and Skills Strategy .

Schedule 2

Community Outreach Strategy

The Owner covenants with the City Council so as to bind the Site as follows:

1 not to Occupy any Commercial Building until the Community Outreach Strategy has been submitted to and Approved by the City Council;

2 to use Reasonable Endeavours to implement the Approved Community Outreach Strategy and to use Reasonable Endeavours to achieve the aims and objectives of the Approved Community Outreach Strategy;

3 not to Occupy any Commercial Building until the Community Outreach Strategy Monitoring Regime has been submitted to and Approved by the City Council; and

4 following the date of first Occupation of any Commercial Building to use Reasonable Endeavours:

4.1 to implement the Approved Community Outreach Strategy Monitoring Regime for a period of ten (10) years following first Occupation of the first Commercial Building;

4.2 to submit to the City Council a written monitoring report in accordance with the Approved Community Outreach Strategy Monitoring Regime on an annual basis for ten (10) years following first Occupation of the first Commercial Building; and

4.3 to keep the Community Outreach Strategy under review with the City Council and use Reasonable Endeavours to implement any updated Community Outreach Strategy as Approved in accordance with the Approved Community Outreach Strategy Monitoring Regime.

Schedule 3

Start-Up Space and Scale-Up Space Strategy

The Owner covenants with the City Council so as to bind the Site as follows:

1 not to Occupy any Commercial Building until the Start-up Space and Scale-up Space Strategy has been submitted to and Approved by the City Council;

2 to use Reasonable Endeavours to implement the Approved Start-up Space and Scale-up Space Strategy; and

3 to provide to the City Council a report on an annual basis during the period commencing on the first anniversary of the first use of any start-up space and scale-up space and ending on the fifth anniversary of that first use confirming the outputs and outcomes and objectives of the implementation of the Approved Start-up Space and Scale-up Space Strategy.

Schedule 4

Community Floorspace

The Owner covenants with the City Council so as to bind the Site as follows:

1 prior to Practical Completion of fifty percent (50%) of the Commercial Floorspace to submit the Community Floorspace Scheme to the City Council

2 prior to Practical Completion of fifty percent (50%) of the Commercial Floorspace to provide the Community Floorspace in accordance with the Approved Community Floorspace Scheme

3 not to Occupy more than 50% of the Commercial Floorspace until the Community Floorspace has been delivered and is available for use to the reasonable satisfaction of the City Council in accordance with the Approved Community Floorspace Scheme; and

4 following Practical Completion of the Community Floorspace, unless otherwise Approved by the City Council:

4.1 to procure that the Community Floorspace is managed operated and maintained by a management body in accordance with the Approved Community Floorspace Scheme; and

4.2 not to allow the Community Floorspace to be used other than for the purposes set out in the Approved Community Floorspace Scheme (or such other purposes Approved by the City Council).

Schedule 5

Public Realm & Public Realm Management Strategy

The Owner covenants with the City Council so as to bind the Site as follows:

1 not to Occupy the first Commercial Building to be Occupied until Hive Park has been provided and is available for use in accordance with the Planning Permission;

2 prior to the completion of the first area of Public Realm, to submit to and obtain the Approval by the City Council of the Public Realm Management Strategy;

3 to implement the Approved Public Realm Management Strategy and to manage and maintain the Public Realm in accordance with the Approved Public Realm Management Strategy and maintain its implementation for the lifetime of the Development; and

4 to ensure the public has access to the Public Realm in accordance with the Approved Public Realm Management Strategy save:

4.1 as agreed in writing with the City Council;

4.2 for organised events in accordance with the terms of the Approved Public Realm Management Strategy;

4.3 as may be necessary in connection with the carrying out or phasing of the Development during the Construction Phase PROVIDED ALWAYS THAT following delivery of Hive Park, public access to Hive Park shall not be denied or restricted without the Approval of the City Council during the Construction Phase under this sub-paragraph 4.3;

4.4 as may be necessary in connection with any health and safety or security or maintenance (including repair, cleaning, renewal and resurfacing) requirements;

4.5 as required to assert rights or proprietorship to prevent either public or private legal rights from being claimed by prescription or otherwise; and

4.6 as required for security or because of the lawful requirements of the police or any other competent authority.

Schedule 6

Meanwhile Use Strategy

The Owner covenants with the City Council so as to bind the Site as follows:

1 Unless otherwise agreed in writing with the City Council not to Commence Development until the Meanwhile Uses Strategy has been submitted to and Approved by the City Council; and

2 to use Reasonable Endeavours to implement the Approved Meanwhile Uses Strategy from Commencement of the Development until the completion of the demolition of all existing buildings to be demolished on the Site as part of the Development.

Schedule 7

Local Centre Strategy

The Owner covenants with the City Council so as to bind the Site as follows:

1 not to Occupy any of Buildings 5-10 until the Local Centre Strategy has been submitted to and Approved by the City Council;

2 to implement the Approved Local Centre Strategy; and

3 within six (6) months of Completion of the Development to submit a report to the City Council which reviews the effectiveness and performance of the implemented Approved Local Centre Strategy.

Schedule 8

Biodiversity Net Gain

The Owner covenants with the City Council so as to bind the Site as follows:

1 following the date of first Occupation of the first Building, to pay to the City Council an instalment of one-tenth of the BNG Monitoring Contribution on each of the following dates:

1.1 annually for the five (5) years commencing on or before the first anniversary of first Occupation of the first Building;

1.2 the tenth (10th) anniversary of first Occupation of the first Building;

1.3 the fifteenth (15th) anniversary of first Occupation of the first Building;

1.4 the twentieth (20th) anniversary of first Occupation of the first Building;

1.5 the twenty-fifth (25th) anniversary of first Occupation of the first Building; and

1.6 the thirtieth (30th) anniversary of first Occupation of the first Building.

Schedule 9

Off-Site Leisure Contribution

The Owner covenants with the City Council so as to bind the Site as follows:

1 prior to Commencement to pay to the City Council the Off-Site Leisure Contribution; and

2 not to Commence until the Off-Site Leisure Contribution has been paid to the City Council.

Schedule 10

Travel Plan, Transport Contributions & Monitoring

The Owner covenants with the County Council so as to bind the Site as follows:

Part 1 – Financial Contributions

1 to pay to the County Council the Contributions set out in Table 1 below and where the stated Trigger Event is Occupation of a specified percentage of Commercial Floorspace not to Occupy more than the specified percentage of Commercial Floorspace until the relevant Contribution (or instalment thereof as appropriate) has been paid;

Table 1

Transport Payment	**Amount Due**	**Trigger Event (in each case not later than as stated unless a later Trigger Event is agreed in writing between the Owner and the County Council)**
Bus Contribution	33.3%	Occupation of 25% of the Commercial Floorspace
	33.3%	Occupation of 50% of the Commercial Floorspace
	33.4%	Occupation of 75% of the Commercial Floorspace
Coldhams Lane Bus Shelters Contribution	100%	Occupation of more than 50% of the Commercial Floorspace but only payable where New Bus Stops are delivered on the public highway pursuant to paragraph 8.1 of this Schedule
CPZ Contribution	Amount requested in	Within 30 Working Days of a CPZ Contribution Call Notice from the

	notice up to £30,000 Index Linked	County Council PROVIDED THAT such a notice may only be served between the dates of first Occupation of the first Commercial Building and 12 (twelve) months after first Occupation of the final Commercial Building
Harvest Way Contribution	100%	Occupation of 25% of the Commercial Floorspace
GCP Bottisham Greenway Contribution	100%	Occupation of 25% of the Commercial Floorspace
GCP Chisholm Trail Contribution	50% 50%	first Occupation of 25% of the Commercial Floorspace first Occupation of 50% of the final Commercial Floorspace
GCP Eastern Access Improvements Contribution	50% 50%	first Occupation of 25% of the Commercial Floorspace first Occupation of 50% of the final Commercial Floorspace

Part 2 – Contribution or Delivery of Works

2 unless otherwise agreed in writing with the County Council not to Occupy any of Buildings 1-9 until the detailed design of improvements to the site access with Coldhams Lane have been submitted to and Approved in writing by the County Council and such works have been Practically Completed in accordance with the Approved details and in accordance with the general arrangements as shown for indicative purposes on Drawing No WIE-17469-SA-95-1002-P01 (subject to any variations or amendments agreed thereto in writing between the County Council and the Owner) and subject to entering into and completion of a Highways Agreement with the County Council to facilitate the delivery of the works in this Paragraph 2 of this Schedule.

3 unless otherwise agreed in writing with the County Council not to Occupy any of Buildings 1-9 until the detailed design of improvements to the site access with Sleaford Street have been submitted to and Approved in writing by the County Council and such works have been Practically Completed in accordance with the Approved details and in accordance with the general arrangements as shown for indicative purposes on Drawing No WIE-17469-SA-95-1003-P01 (subject to any variations or amendments agreed thereto in writing between the County Council and the Owner) and subject to entering into and completion of a Highways Agreement with the County Council to facilitate the delivery of the works in this Paragraph 3 of this Schedule.

4 unless otherwise agreed in writing with the County Council not to Occupy Building 7 or Building 8 until the detailed design of improvements to the site access with York Street have been submitted to and Approved in writing by the County Council and such works have been Practically Completed in accordance with the Approved details and in accordance with the general arrangements as shown for indicative purposes on Drawing No WIE-17469-SA-95-1004-P01 (subject to any variations or amendments agreed thereto in writing between the County Council and the Owner) and subject to entering into and completion of a Highways Agreement with the County Council to facilitate the delivery of the works in this Paragraph 4 of this Schedule.

5 unless otherwise agreed in writing with the County Council not to Occupy Building 9 until the detailed design of improvements to the site access with St Matthews Gardens have been submitted to and Approved in writing by the County Council and such works have been Practically Completed in accordance with the Approved details and in accordance with the general arrangements as shown for indicative purposes on Drawing No P0-LDAD-ZZ-GF-DR-L-000101 (subject to any variations or amendments agreed thereto in writing between the County Council and the Owner) and subject to (where appropriate) entering into and completion of a Highways Agreement with the County Council to facilitate the delivery of the works in this Paragraph 5 of this Schedule.

6 unless otherwise agreed in writing with the County Council not to Occupy any of Buildings 1 - 9 until a programme for the phased delivery of cycle routes with wayfinding signage through the Site has been submitted to and Approved by the County Council. Thereafter to deliver and Practically Complete the cycle routes through the Site in accordance with the Approved programme (or such variation thereof agreed in writing with the County Council) and in accordance with any necessary Highways Agreement.

7 not to Occupy more than fifty percent (50%) of the Commercial Floorspace until the detailed design of the Coldhams Lane Works has been submitted to and Approved in writing by the County Council and such works have been Practically Completed in accordance with the approved details and in accordance with the general arrangements as shown for indicative purposes on Drawing No WIE-17469-SA-95-1007-P01 (subject to any variations or amendments agreed thereto in writing between the County Council and the Owner) and subject to entering into and completion of a Highways Agreement with the County Council to facilitate the delivery of the works in this Paragraph 7 of this Schedule.

8 not to allow or permit the Occupation of more than fifty percent (50%) of the Commercial Floorspace until the Owner has and submitted to and obtained the County Council's Approval of a Feasibility Study and:

8.1 should the Feasibility Study (as Approved by the County Council) determine that the New Bus Stops are feasible, not to Occupy or allow or permit the Occupation of more than fifty percent (50%) of the Commercial Floorspace until the New Bus Stops have been delivered; or

8.2 should the Feasibility Study determine that the New Bus Stops are not feasible, but Alternative Works are feasible (then unless otherwise agreed in writing with the County Council) not to Occupy or allow of permit the Occupation of more than fifty percent (50%) of the Commercial Floorspace until either:

8.2.1 the Alternative Works have been delivered by the Owner (where the Owner is identified in the Feasibility Study as delivering such works on land within its control); or

8.2.2 the Alternative Works Contribution has been paid to the County Council

in each case in accordance with the approved Feasibility Study;

8.3 should the Feasibility Study (as approved by the County Council) determine that no Alternative Works are feasible, then the Owner is released from its obligations under paragraph 8 of this Schedule.

Part 3 – Transport Review Group

9 to establish the Transport Review Group no later than Occupation of twenty-five per cent (25%) of the Commercial Floorspace;

10 following the establishment of the Transport Review Group to work with and as a member of the Transport Review Group in accordance with the provisions of Appendix 5;

Part 4 – Monitor and Manage Scheme

11 following Occupation of fifty per cent (50%) of the Commercial Floorspace:

12 to implement the Monitor and Manage Scheme;

13 to supply the results of each monitoring exercise to the County Council within twenty (20) Working Days of the relevant monitoring exercise being completed;

SAVE THAT the Parties agree that in circumstances where the full amount of the Monitor and Manage Contribution has been allocated or spent pursuant to this Schedule then no further survey or monitoring is required to be carried out pursuant to the Monitor and Manage Scheme;

Part 5 – Monitor and Manage Contribution

14 to pay that part of the Monitor and Manage Contribution identified in a Monitor and Manage Notice within thirty (30) Working Days of receipt of such Monitor and Manage Notice PROVIDED THAT

14.1 the total value in aggregate of all contributions sought pursuant to Monitor and Manage Notices shall not exceed £1.275 million (one million two hundred and seventy five thousand pounds) Index Linked; and

14.2 the Monitor and Manage Notice shall only seek the whole or part of the Monitor and Manage Contribution when:

14.2.1 the monitoring undertaken by the Owner has identified a material exceedance in accordance with paragraph 2.7 of the Monitor and Manage Scheme;

14.2.2 in response to such exceedance the Transport Review Group has agreed the extent of mitigation required as a result of such exceedance and obtained and agreed a cost for such mitigation or in the absence of agreement, such mitigation and/or costing (as appropriate) has been determined by a Specialist pursuant to clause 12; and

14.2.3 without prejudice to paragraph 14.1 above the contribution sought in the Monitor and Manage Notice shall not exceed the value of the costing identified in paragraph 14.2.2 above for the relevant element of mitigation (as agreed or determined);

14.3 when the final monitoring exercise has been carried out pursuant to the Monitor and Manage Scheme and it has been agreed or determined whether the Monitor and Manage Contribution is payable in connection with such final monitoring exercise and if payable any such contribution has been paid in accordance with this paragraph then thereafter no Monitor and Manage Contribution shall be sought by the County Council nor payable by the Owner and no Monitor and Manage Notice shall be served on the Owner;

14.4 the cost of any interim travel planning or remedial measures implemented by the Owner shall be deducted from the aggregate value of the Monitor and Manage Contribution;

14.5 no Monitor and Manage Contribution shall be sought by the County Council nor payable by the Owner and no Monitor and Manage Notice may be served on the Owner after the earlier of the following events to occur:

14.5.1 the date five (5) years following the first monitoring exercise undertaken pursuant to the Monitor and Manage Scheme (but only in circumstances where all the Commercial Floorspace has been Occupied by that date); and

14.5.2 the date on which all Commercial Floorspace has been first Occupied;

14.5.3 the date that is (10) ten years following the first monitoring exercise to be undertaken;

Part 6 – Travel Plans

15 not to Occupy or allow or permit the Occupation of any Qualifying Commercial Unit within any Building until:

15.1 the Travel Plan Coordinator has been appointed for that Qualifying Commercial Unit;

15.2 the Travel Plan for the Reserved Matters Approval within which that Qualifying Commercial Unit is situated has been submitted to and approved in writing by the County Council; and

16 from first Occupation of such Qualifying Commercial Unit to implement the measures identified in the Approved Travel Plan in so far as they relate to such Qualifying Commercial Unit and to monitor and review the success of that Travel Plan in accordance with the methodology and programme agreed as part thereof;

17 to pay to the County Council the Travel Plan Monitoring Contribution prior to first Occupation of the first Qualifying Commercial Unit

Schedule 11

Public Art Strategy

The Owner covenants with the City Council so as to separately bind each Phase as follows:

1 not to Commence (other than works of demolition) on any Phase which contains a Public Art Zone, until the Public Art Delivery Plan for that Phase has been submitted to and Approved by the City Council;

2 in relation to each Phase that contains a Public Art Zone:

2.1 to implement the measures identified in the relevant Approved Public Art Delivery Plan for that Phase in accordance with the detailed programme agreed as part of that Approved Public Art Delivery Plan for that Phase; and

2.2 from the completion of the Public Art in that Phase to manage and maintain the Public Art within that Phase in accordance with the Approved Public Art Delivery Plan.

Schedule 12

County Councils' Covenants

The County Council hereby covenants as follows with the Owner:

1 Following the establishment of the Transport Review Group, the County Council will work with and as a member of the Transport Review Group in accordance with the provisions of Appendix 5 of this Deed;

2 Not to serve a Monitor and Manage Notice on the Owner otherwise than in accordance with the requirements of the Monitor and Manage Scheme and Part 5 of Schedule 10.

3 Following receipt of a Monitor and Manage Contribution pursuant to a Monitor and Manage Notice, to expend such part of the contribution on the mitigation agreed by the Transport Review Group (or determined by a Specialist pursuant to clause 12) pursuant to the Monitor and Manage Scheme.

4 Not to transfer any of the Bus Contribution or any part thereof to the Cambridgeshire and Peterborough Combined Authority or any other third party until the County Council has obtained a commitment from such party to use such Contribution (or relevant part thereof) in the manner and for the purposes identified in this Deed.

5 At the reasonable request of the Owner, to undertake a review of the Bus Mitigation Measures with the Owner as part of the Transport Review Group and to act in good faith and to co-operate with the Owner in connection with the implementation and review of the Bus Mitigation Measures and related transport interventions.

6 The County Council shall use reasonable endeavours to enter into the Highways Agreement with the Owner to facilitate the works set out in Schedule 10 of this Deed.

Appendix 1

Plans and Drawings

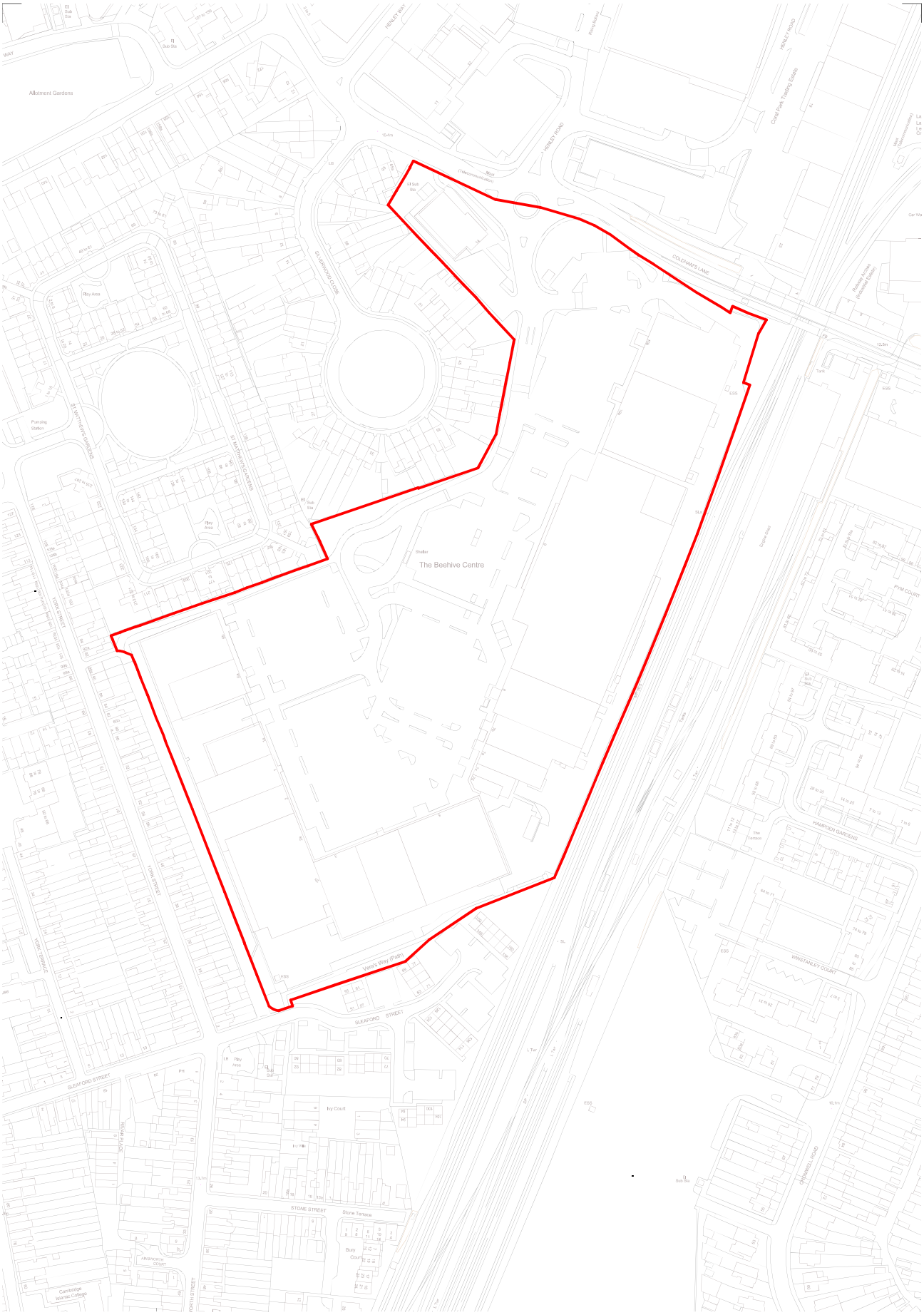
1 Site Plan

2 Land Use - Ground Floor Parameter Plan

3 Landscape and Open Space Parameter Plan

4 Hive Park

5 Access Junction Plans



Dimensions to be verified on site.
Use figured dimensions only. Do not work from reduced scale drawings.
Please refer to scale and sheet size as indicated.

This drawing is the property of LEONARD DESIGN ARCHITECTS LTD. ©

Copyright is reserved by them and the drawing is issued on the condition that it is not copied, reproduced, retained or disclosed to any unauthorised person without the prior consentin writing of Leonard Design Architects Ltd. All rights reserved.

DO NOT SCALE

Orientation

N

Boundaries

Applicant Ownership within Application Boundary

Rev.	Date	Revision	By	Checked
P1	07.03.25	s106 Issue	LK	HN

leonard design architects
4th floor, Albion House
5-13 Canal Street
Nottingham. NG1 7EG. United Kingdom

t. +44 (0) 115 945 0060
e. office@leonardesignarchitects.com

Client

RAILPEN

RIDGELIFT

Project

The Beehive Redevelopment

Drawing Title

s106 Plan

Project Number	Suitability
1004	
Drawn by	**Checked by**
LK	HN
Scale @A1	**Date**
1 : 1000	07/03/25
File Identifier	**Revision**
PO - Designer - A - 08030	P1

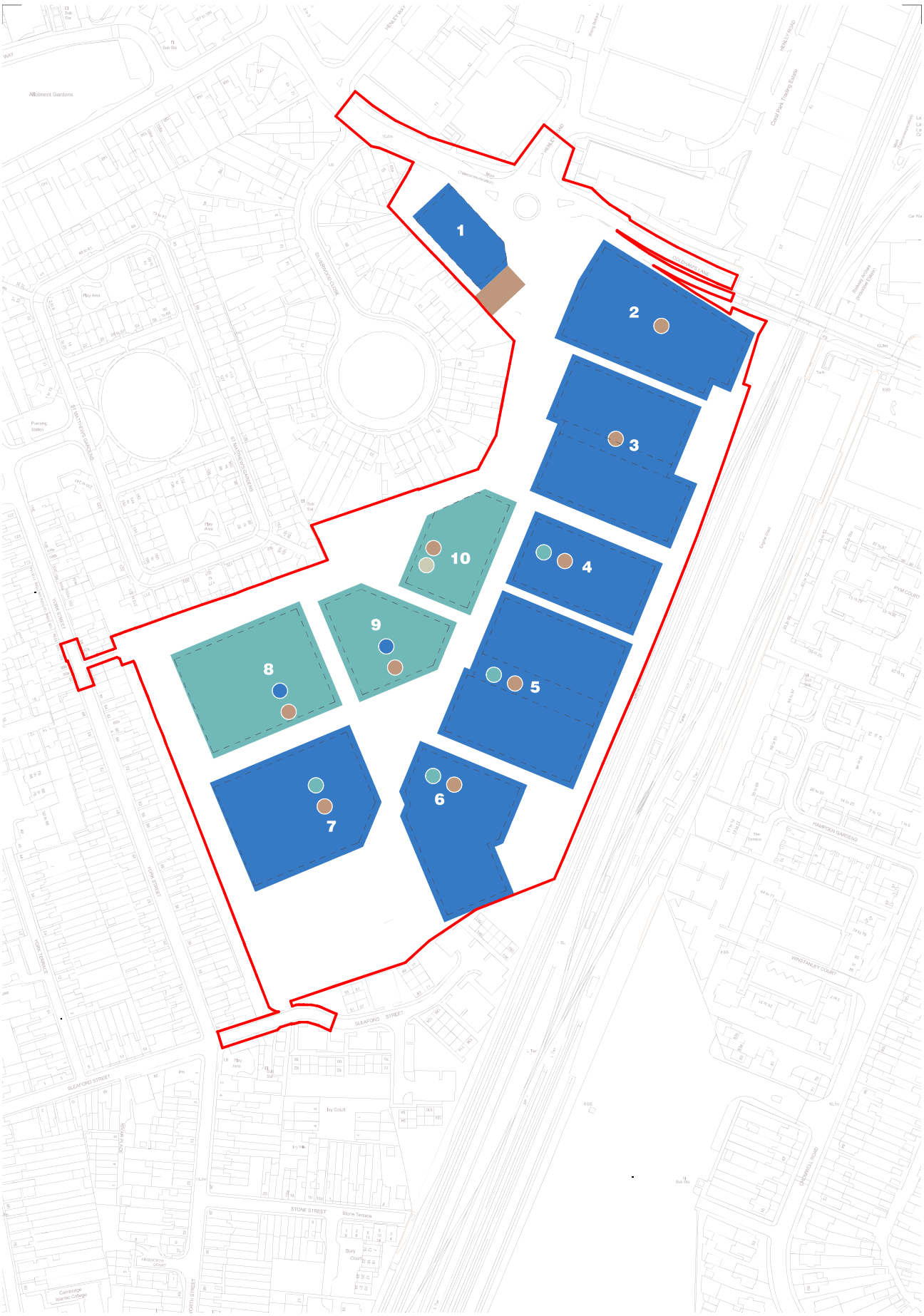
Purpose of Issue

PLANNING ISSUE

Project Status

PLANNING

1:1000 0m 10m 20m 40m 60m 80m 100m



Dimensions to be verified on site.
Use figured dimensions only. Do not work from reduced scale drawings.
Please refer to scale and sheet size as indicated.

This drawing is the property of LEONARD DESIGN ARCHITECTS LTD. ©

Copyright is reserved by them and the drawing is issued on the condition that it is not copied, reproduced, retained or disclosed to any unauthorised person without the prior consent in writing of Leonard Design Architects Ltd. All rights reserved.

DO NOT SCALE

Orientation

N

Rev.	Date	Revision	By	Checked
P2	29.08.24	Revised Scheme Submission	LK	HN
P1	03.08.23	Planning Issue	LK	HN

leonard design architects
4th floor, Albion House
5-13 Canal Street
Nottingham, NG1 7EG, United Kingdom

t. +44 (0) 115 945 0080
e. office@leonarddesignarchitects.com

Client

RAILPEN
RIDGELIFT

Project

The Beehive Redevelopment

Drawing Title

Land Use - Ground Floor

Boundaries

Application Boundary

Primary uses

- Workplace: E(g)(i), E(g)(ii)
- Mixed Use: E(a-f), F1(b-f), F2(b, d)
- Cycle Parking: Sui Generis
- Car Parking: Sui Generis

Secondary uses

- Workplace: E(g)(i), E(g)(ii)
- Mixed Use: E(a-f), F2(a, b, d)
- Cycle Parking: Sui Generis
- Car Parking

Notes:

A use is classed as primary if it occupies more than 50% of the useable floorspace of an individual floor.

A use is classed as secondary if it occupies less than 50% of the useable floorspace of an individual floor.

Basement provision for cycle parking, supporting building infrastructure and to be determined at reserved matters. The basement uses for Plot 10 may also include for car parking.

1:1000 0m 10m 20m 40m 60m 80m 100m

Project Number	Suitability
1004	
Drawn by	**Checked by**
LK	HN
Scale @A1	**Date**
1 : 1000	03.08.2023
File Identifier	**Revision**
PO - LDA - ZZ - XX - DR - A - 08004	P2

Purpose of Issue

PLANNING ISSUE

Project Status

PLANNING

Dimensions to be verified on site.
Use figured dimensions only. Do not work from reduced scale drawings.
Please refer to scale and sheet size as indicated.

This drawing is the property of LEONARD DESIGN ARCHITECTS LTD. ©

Copyright is reserved by them and the drawing is issued on the condition that it is not copied, reproduced, retained or disclosed to any unauthorised person without the prior consent in writing of Leonard Design Architects Ltd. All rights reserved.

DO NOT SCALE

Orientation

N

Rev.	Date	Revision	By	Checked
P2	29.08.24	Revised Scheme Submission	LK	HN
P1	03.08.23	Planning Issue	LK	HN

leonard design architects
4th floor, Albion House
5-13 Canal Street
Nottingham, NG1 7EG, United Kingdom
t. +44 (0) 115 945 0080
e. office@leonarddesignarchitects.com

Client
RAILPEN
RIDGELIFT

Project
The Beehive Redevelopment

Drawing Title
Landscape and Open Space

Project Number	Suitability
1004	
Drawn by	**Checked by**
LK	HN
Scale @A1	**Date**
1 : 1000	03.08.2023
File Identifier	**Revision**
PO - LDA - ZZ - XX - DR - A - 08007	P2

Purpose of Issue
PLANNING ISSUE
Project Status
PLANNING

Boundaries

Application Boundary

Landscape Zones

Publicly Accessible Green Areas:
Areas characterised by soft landscape supported by areas of hard landscape and pedestrian and cycle routes

Publicly Accessible Hard Landscape Areas:
Areas characterised by hard landscape supported by incidental green space planting and pedestrian routes

Green Planted Edges:
Areas primarily for soft landscape and tree planting adjacent to site boundaries

Streetscape Areas:
Areas characterised by hard landscape to support pedestrian, cycle and vehicle movement supported by incidental green space planting

Service or Access Areas:
Areas characterised by hard landscape to support the functional requirements of neighbouring buildings

Building Footprints

Illustrative Building Footprint

Notes:

Final design of the landscape is subject to reserved matters applications

Please refer to drawing 08001 for parameters relating to building footprints

Illustrative building footprints are subject to the parameters laid out on '08001 - Maximum Building Heights and Plots

1:1000 0m 10m 20m 40m 60m 80m 100m

Dimensions to be verified on site.
Use figured dimensions only. Do not work from reduced scale drawings.
Please refer to scale and sheet size as indicated.

This drawing is the property of LEONARD DESIGN ARCHITECTS LTD. ©

Copyright is reserved by them and the drawing is issued on the condition that it is not copied, reproduced, retained or disclosed to any unauthorised person without the prior consent in writing of Leonard Design Architects Ltd. All rights reserved.

DO NOT SCALE

Orientation

N

Rev.	Date	Revision	By	Checked
P1	23.04.25	S106 Issue	LK	HN

leonard design architects
4th floor, Albion House
5-13 Canal Street
Nottingham, NG1 7EG, United Kingdom
t. +44 (0) 115 945 0080
e. office@leonarddesignarchitects.com

Client

RAILPEN RIDGELIFT

Project

The Beehive Redevelopment

Drawing Title

S106 Plan - Hive Park

Project Number	Suitability
1004	
Drawn by	**Checked by**
LK	HN
Scale @A1	**Date**
1 : 1000	04/22/25
File Identifier	**Revision**
PO - LDA - A - 08031	P1

Purpose of Issue

S106

Project Status

PLANNING

Boundaries

Application Boundary

Landscape Zones

Publicly Accessible Green Areas:
Areas characterised by soft landscape supported by areas of hard landscape and pedestrian and cycle routes

Publicly Accessible Hard Landscape Areas:
Areas characterised by hard landscape supported by incidental green space planting and pedestrian routes

Green Planted Edges:
Areas primarily for soft landscape and tree planting adjacent to site boundaries

Streetscape Areas:
Areas characterised by hard landscape to support pedestrian, cycle and vehicle movement supported by incidental green space planting

Service or Access Areas:
Areas characterised by hard landscape to support the functional requirements of neighbouring buildings

Hive Park

Building Footprints

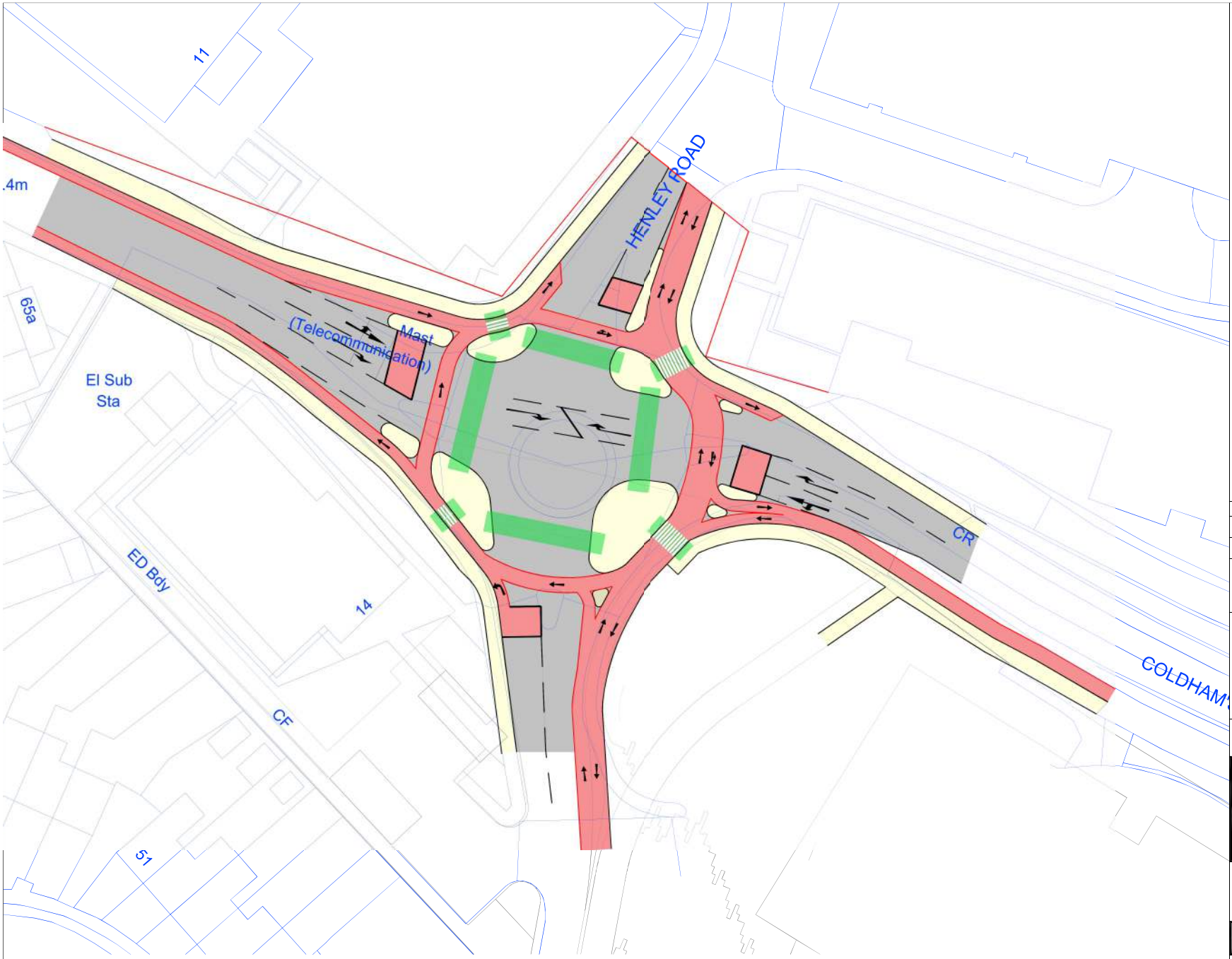
Illustrative Building Footprint

Notes:

Final design of the landscape is subject to reserved matters applications

Please refer to drawing 08001 for parameters relating to building footprints

Illustrative building footprints are subject to the parameters laid out on '08001 - Maximum Building Heights and Plots



1:500 0 10m 20m 30m 40m 50m

1:1 0 10 20 30 40 50 60 70 80 90 100

Existing Layout

Proposed Carriageway

Proposed Cycle Lane

Proposed Footway/Pedestrian Links

Pedestrian Surface Treatment & Tactile Paving

Status	Date	Description	By	Chk
P01 S0	29.05.25	ISSUED	SR	DM

Amendments

Project

Beehive Retail Park, Cambridge

Title

Indicative CYCLOPS Signal Controlled Site Access Design

Client

Railpen

waterman

Pickfords Wharf, Clink Street, London SE1 9DG
t 0207 928 7888
mail@watermangroup.com www.watermangroup.com

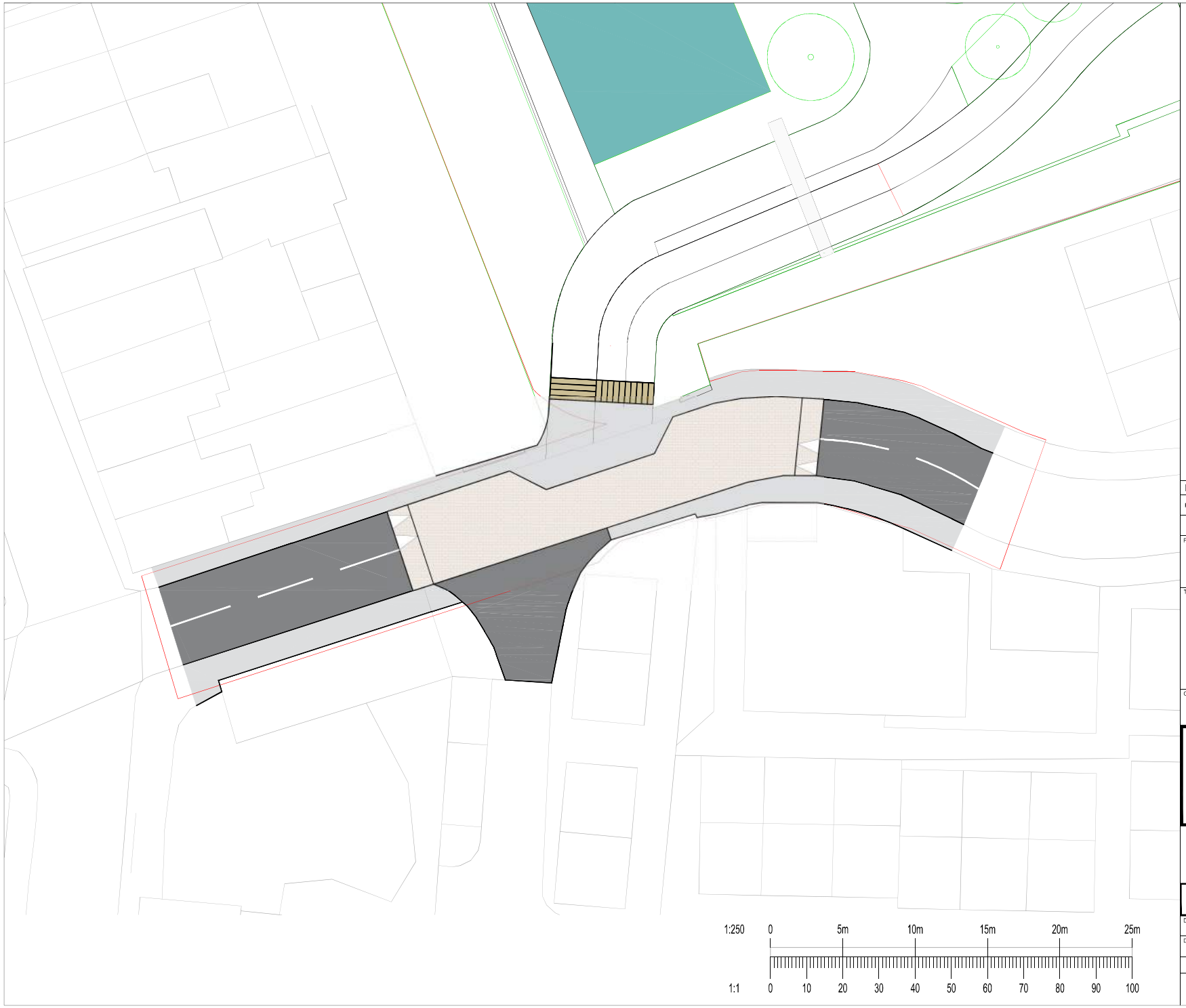
Suitability: INFORMATION S2

Designed By	Director	Waterman Ref
SR	DM	WIE17469
Drawn By	**Date**	**Scales @ A3**
SR	May 2025	1:500

Project - Originator - Volume - Level - Type - Role - Number: WIE-17469-SA-95-1002-P01

Revision: P01

File Path N:\Projects\WIE17469\00\7_CAD\95_Drawing\



Note:

For site layout and internal footpath and cycle route arrangement, please refer to Illustrative Landscape Masterplan dwg ref: P0-LDAD-ZZ-GF-DR-L-000101

Rev	Date	Description	By	Chk
P01	29.05.25	ISSUED	DM	AB

Amendments

Project

Beehive Retail Park, Cambridge

Title

Proposed Sleaford Street Site Access Improvements Indicative Layout

Client

Railpen

waterman

Pickfords Wharf Clink Street London SE1 9DG
t 020 7928 7888
mail@watermangroup.com www.watermangroup.com

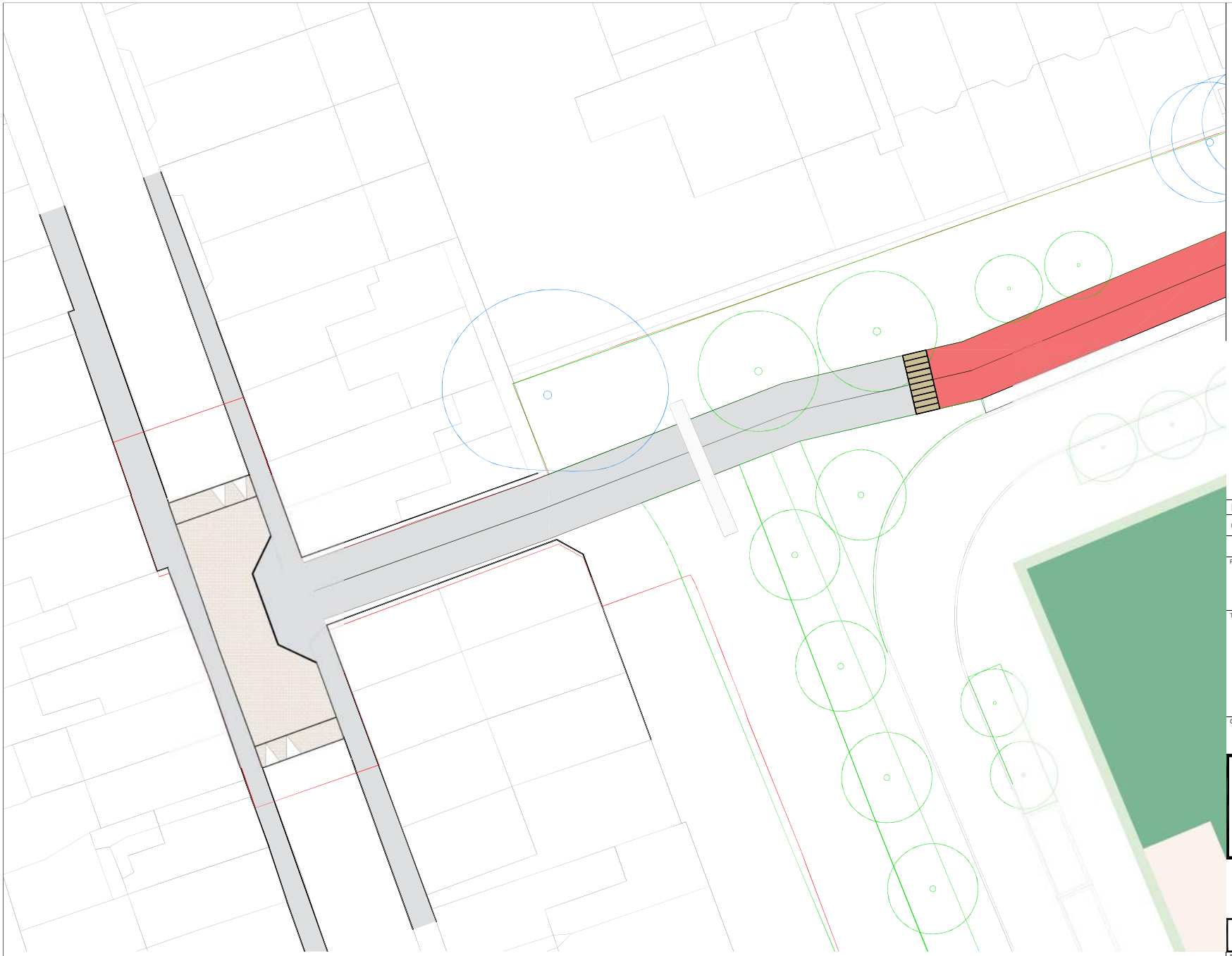
INFORMATION S2

Designed By	Director	Waterman Ref
DM	AB	WIE17469
Drawn By	**Date**	**Scales @ A3**
DM	May 2025	As Shown

Project - Originator - Volume - Level - Type - Role - Number	Revision
WIE-17469-SA-95-1003-P01	P01

File Path N:\Projects\WIE17469\100\7_CAD\05_Drawing\

A3-Wat-ISO-S



1:250 0 5m 10m 15m 20m 25m

1:1 0 10 20 30 40 50 60 70 80 90 100

Note:

For site layout and internal footpath and cycle route arrangement, please refer to Illustrative Landscape Masterplan dwg ref: P0-LDAD-ZZ-GF-DR-L-000101

Rev	Date	Description	By	Chk
P01	29.05.25	ISSUED	DM	DM

Amendments

Project

Beehive Retail Park, Cambridge

Title

Proposed York Street Site Access Improvements Indicative Layout

Client

Railpen

waterman

Pickfords Wharf Clink Street London SE1 9DG
t 020 7928 7888
mail@watermangroup.com www.watermangroup.com

INFORMATION S2

Designed By	Director	Waterman Ref
DM	AB	WIE17469
Drawn By	**Date**	**Scales @ A3**
DM	May 2025	As Shown

Project - Originator - Volume - Level - Type - Role - Number	Revision
WIE-17469-SA-95-1004-P01	P01

A3-Wat-ISO-S

File Path N:\Projects\WIE17469\00\7_CAD\95_Drawing\

This drawing may contain: Ordnance Survey material by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright 2022. All rights reserved. Reference number 0100031673.

OS Open data / © Natural England / © DEFRA / © DECC / © Historic England / © Environment Agency. Aerial Photography - ESRI, DigitalGlobe, GEOEye, i-cubed, USDA FSA,USGS, AEX, Getmapping, Aerogrid, IGN,IGP,swisstopo, the GIS User Community

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

© LDA Design Consulting Ltd. Quality Assured to BS EN ISO 9001 : 2015

Sources Ordnance Survey

REV.	DESCRIPTION	APP.	DATE
P07.	PLANNING ISSUE FOR RESUBMISSION	CI	16/03/2024
P06.	UPDATED WITH HIGHWAYS TRACKING	CI	01/08/2024
P05.	ISSUED FOR DESIGN FREEZE	CI	05/01/2024
P04.	PLANNING	CI	29/08/2023
P03.	FINAL DRAFT - HIGHWAYS LAYOUT INCLUDE	CI	30/06/2023
P02.	FINAL DRAFT	CI	16/06/2023
P01.	DRAFT	CI	02/06/2023

ISSUED BY	London	T: 020 7467 1470	
DATE	Jul' 2024	DRAWN	HF
SCALE@A1	1:1,000	CHECKED	LS
STATUS	Planning	APPROVED	CI

LDADESIGN

PROJECT TITLE
THE BEEHIVE MASTERPLAN

DRAWING TITLE
ILLUSTRATIVE LANDSCAPE MASTERPLAN

DWG. NO PO-LDAD-ZZ-GF-DR-L-000101

LEGEND

SITE BOUNDARY

Extent of Highway Boundary based on CCC public highway record output (ref: CCC450003456-CH) - appended to concept design sketch.

*minimum 1.5m cycle lane at pinch points - to increase to 2m width where sufficient space is available to do so (not shown on concept design).

^minimum 3.25m lane width / 6.5m carriageway width at pinch point - to increase where sufficient space is available to do so.

Concept design, subject to further development at detailed design/RMA stage.

Existing Layout
Proposed Carriageway
Proposed Cycle Lane
Proposed Footway/Pedestrian Links

To tie-in with existing junction arrangement, GCP Eastern Access proposals or equivalent improvement scheme

Minimum 2m footway width

Minimum 3.25m lane width/ 6.5m carriageway width^

Flush dropped kerbs with tactile paving. Junction radii maintained to accommodate larger service/delivery vehicles

Minimum 1.5m cycle lane width*

Minimum 1.5m cycle lane width*

Minimum 2m footway width

Flush dropped kerbs with tactile paving. Junction radii reduced to 6m

To tie-in with proposed site access junction; CYCLOPS or alternative signalised crossing facility

3.3
6.5
2.0
1.5
8.0
1.5
1.5
7.2

El Sub Sta

LB

SILVER

1:500 0 10m 20m 30m 40m 50m

1:1 0 10 20 30 40 50 60 70 80 90 100

Rev	Date	Description	By	Chk
P01	29.05.25	ISSUED	DM	VL

Amendments

Project
Beehive Retail Park, Cambridge

Title
Coldhams Lane Corridor - Newmarket Road to Coldhams Lane Bridge Indicative Proposed Measures & Improvements

Client
Railpen

waterman

Pickfords Wharf Clink Street London SE1 9DG
t 020 7928 7888
mail@watermangroup.com www.watermangroup.com

Suitability: INFORMATION — S2

Designed By	Director	Waterman Ref
DM	VL	WIE17469
Drawn By	**Date**	**Scales @ A2**
DM	May 2025	1:500

Project - Originator - Volume - Level - Type - Role - Number: WIE-17469-SA-95-1007-P01

Revision: P01

A2-Wat-ISO-S

Appendix 2

Bus Mitigation Measures

The underlying objective of the Bus Mitigation Measures is to mitigate the impact of the Development and facilitate the modal shift to support the Development's sustainable transport strategy.

The Bus Mitigation Measures will be implemented on a phased basis linked to the build out of the Development, taking into consideration the capacity and services within the existing bus network.

The Bus Contribution is payable in three instalments and it is intended that each instalment respectively relates to each of the three packages of interventions below.

1 The first package of interventions will be:

A. Extension of Milton Road P&R service:

- A new park and ride service between the existing Milton Road Park and Ride site and the Site.
- Service provided via 2 new buses on the network operating this new route/service throughout the day.

B. Extension of Newmarket Road P&R service:

- Extension to existing service to provide connections to Cambridge Station and the Site.
- Increased frequency of Newmarket P&R service during the day from current 10 minute service frequency to proposed 8 minute service frequency.
- 2 additional buses on Monday to Fridays; 1x to provide the railway station extension and 1x to provide the increase in frequency.
- Additional buses would be dovetailed into the existing timetable.

These interventions will be delivered from the Occupation of 25% of the Commercial Floorspace and are intended to be in place by Occupation of 35% of the Commercial Floorspace.

2 The second package of interventions will be:

A continuation of the first package of measures together with the preparation of the services identified in the third package of interventions below.

3 The third package of interventions will be:

A. New Ely and Waterbeach to Beehive service:

- New bus route, available to public.
- 1 new bus to operate service/route.
- 2 x AM peak services in each direction and 2 x PM peak services in each direction.

B. New Huntingdon and St Ives to Beehive service:

- New bus route, available to public.
- 1 new bus to operate service/route.
- 2 x AM peak services in each direction and 2 x PM peak services in each direction.

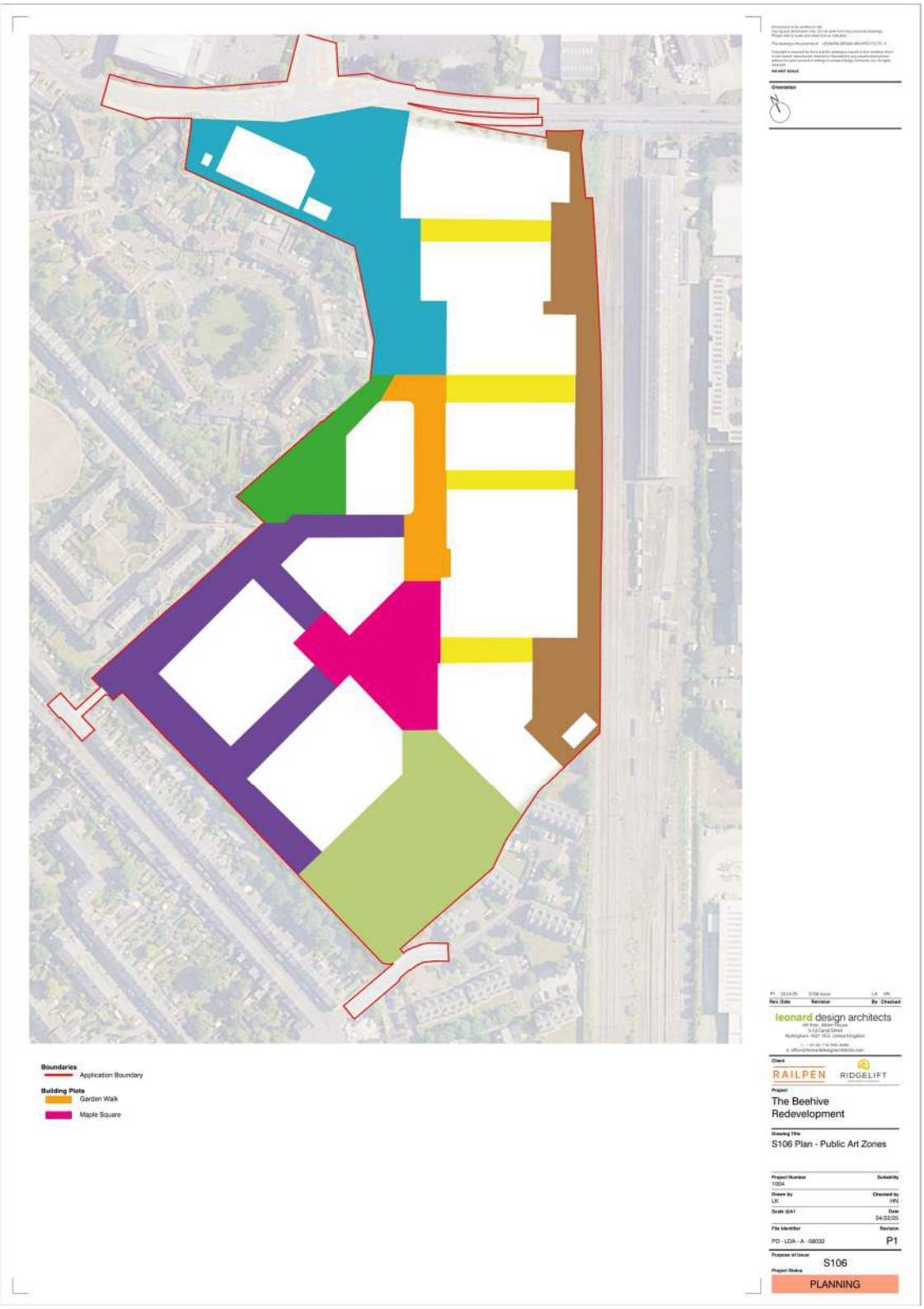
C. New Cambourne and (potentially) St Neots to Beehive Service:

- New bus route, available to public.
- 1 new bus to operate service/route.
- 2 x AM peak services in each direction and 2 x PM peak services in each direction.

These interventions will be delivered from the Occupation of 75% of the Commercial Floorspace and are intended to be in place by Occupation of 85% of the Commercial Floorspace.

Appendix 3

Public Art Zones



Appendix 4

Monitor and Manage Scheme

Waterman Infrastructure & Environment Limited
Pickfords Wharf, Clink Street, London, SE1 9DG
www.watermangroup.com

The Beehive Redevelopment

Technical Note – Monitor and Manage Scheme

Date: June 2025

Client Name: Railway Pension Nominees Limited

Document Reference: WIE17469.100.R.10.4.1.TN

This document has been prepared and checked in accordance with
Waterman Group's IMS (BS EN ISO 9001: 2015, BS EN ISO 14001: 2015 and BS EN ISO 45001:2018)

Issue	Prepared by	Checked by	Approved by
10.4.1	D. Martin Principal Consultant	V. Lasseaux Associate Director	V. Lasseaux Associate Director

1. Introduction

General

1.1. This Technical Note (TN) has been prepared by Waterman Infrastructure and Environment Ltd (Waterman) on behalf of Railway Pension Nominees Limited (the Applicant) to provide highways and transport advice in relation to the outline planning application for the redevelopment of the Beehive Centre, Cambridge, CB1 3ET (planning ref: 23/03204/OUT).

1.2. This TN sets out the principles of a proposed Monitor and Manage process to be applied to the proposed development.

1.3. The content of this TN reflects the information provided within the Transport Assessment (document ref: WIE17469.100.R.8.2.3.TA) and Travel Plan (document ref: WIE17469.100.R.4.2.1.TP) submitted to support the planning application and identifies the principles of the Monitor and Manage methodology for inclusion within the draft s106 agreement.

2. Monitor and Manage Methodology

2.1. The Monitor and Manage approach sets out a framework for delivery of the mode share target for the Site of a maximum 9.4% mode share by motor vehicles (i.e. car/van drivers and passengers). This figure is derived from combining the targets for the mode share of car/van drivers and passengers set out in the Transport Assessment and Travel Plan documents identified in Table 1 below.

Table 1: Target Travel Mode Shares for Proposed Development

Journey to Work Mode	Target Mode Share
Underground / Metro / Light Rail / Tram	0.0%
Train – to Bus	14.0%
Train – to Cycle	2.0%
Bus / Minibus / Coach	8.0%
Car to P&R and use P&R service	8.0%
Taxi	0.5%
Motorcycle / Scooter / Moped	1.1%
Car / Van Driver	**4.8%**
Car / Van Passenger	**4.6%**
Bicycle	40.0%
Pedestrian	15.5%
Other method of travel to work	1.5%
Total Person Trips	**100%**

2.2. The performance of the proposed development will be measured against the car/van driver and car/van passenger targets set out within the table above, monitoring will be undertaken through the use of staff travel surveys, traffic counts and ANPR monitoring.

2.3. Monitoring is to commence from occupation of 50% of the commercial floorspace and continue for at least five years. If the development is not fully occupied on the fifth anniversary of the first monitoring exercise then monitoring will continue until the earlier of:

- The date 10 years following the first monitoring exercise; and
- the date the final building is occupied.

2.4. The surveys will be undertaken for a one-month period on an annual basis, the timing of which would be agreed with the appointed Transport Review Group (TRG), to be established ahead of the initial survey period.

2.5. The results of the monitoring surveys, counts and ANPR data will be provided to the TRG for review, to determine if the mode share target has been materially exceeded and to action further intervention if deemed necessary.

2.6. If the monitoring survey results indicate that the development is operating within the 9.4% vehicle mode share (across any combination of car/van driver and car/van passenger), no further actions would be taken.

2.7. Material exceedance is defined as a recorded mode share for car and van-based trips accessing or egressing the site materially greater than the above 9.4% mode share for more than ten working days within the one-month survey monitoring period.

2.8. If the monitoring survey results indicate that the development is operating at a level that materially exceeds the mode share target, following 50% occupation of the commercial floorspace, there would be a period of 12 months to remedy the exceedance.

2.9. Within this period, measures and interventions may be explored by the developer to encourage modal shift away from car and van use further, to include, but not limited to the following:

- Enhanced awareness of sustainable travel modes and Travel Plan measures/initiatives (travel information pack, notice boards, intranet/websites, awareness campaigns e.g. 'Walk to Work' day);
- Increased financial incentives (discounted public transport/P&R tickets, cycle store discounts, cycle hire discounts);
- Additional staff training (cycle proficiency e.g. 'Outspoken Training' or cycle maintenance e.g. 'Dr Bike');
- Increased dedicated parking provision for car sharer bays;
- Improvements/enhancements to cycle parking provision and end of journey facilities;
- Additional cycle parking spaces;
- Additional e-bike/e-scooter hire facilities on-site e.g. VOI.

2.10. Following the initial survey, 12-month remedial period and re-survey, if the relevant mode share remains materially in excess of the target, the TRG would convene to agree the extent of any potential mitigation required and the costing thereof in line with the level of exceedance drawing upon the Monitor and Manage Contribution up to the value of £1,275,000 (one million two hundred and seventy five thousand pounds) subject to indexation as will be set out in the s106 agreement. Such mitigation may include but is not limited to strategic transport schemes, additional bus services or localised measures including:

- Improvements to cycle signage/wayfinding or additional markings on Ainsworth Street;
- Improvements to Hooper Street cycle signage/wayfinding and connection to Kingston Street;
- Improvement to Kingston Street junction with Mill Road to enhance north/south connectivity for pedestrians and cyclists;
- Devonshire Road cycle access (cycle lanes, reconfiguration of pedestrian/cycle connections and one-way restrictions to accommodate cycle provision);
- Improvements to on-street provision for pedestrians and cyclists in Gwydir Street;
- Improvements to on-street provision for pedestrians and cyclists in St Barnabas Road, including enhancement of junction with Tenison Road (Advanced Stop Line provision); and
- Improvements to on-street provision for pedestrians and cyclists in Tenison Road, including enhancement of junction with St Barnabas Road (Advanced Stop Line provision).

2.11. Strategic transport schemes may include:

- GCP Eastern Access proposals;
- Chisholm Trail Phase 2; and
- Bottisham Greenway.

Appendix 5

Transport Review Group ("TRG")

Role

1 The TRG's role is to:

1.1 review the results of the monitoring undertaken pursuant to the Monitor and Manage Scheme;

1.2 determine if the mode share targets have been materially exceeded in line with the Monitor and Manage Scheme; and

1.3 if the TRG determines that the mode share targets have been materially exceeded in line with the Monitor and Manage Scheme, determine any reasonable and proportionate remedial measures required, including:

1.3.1 the nature and extent of such measures;

1.3.2 the cost of such measures; and

1.3.3 where relevant, the amount of the Monitor and Manage Contribution which may be payable by the Owner in accordance with part 5 of Schedule 10 of this Deed.

2 The TRG shall also be a forum for the County Council to report to the Owner on the spending of any monies forming part of the Monitor and Manage Contribution.

3 The TRG will also review the bus service measures proposed or delivered pursuant to this Deed and identify whether any change to the Bus Mitigation Measures is required to the timings of the service or proposed implementation of the measures or otherwise.

4 In carrying out its functions, and operating within its terms of reference, the TRG will work collaboratively and in cooperation with other relevant stakeholders to enable efficient use of resources and to avoid where possible any abortive works or expenditure.

Membership

5 The membership of the group, in the first instance, is proposed to be the County Council and the Owner (or its development manager).

6 The Owner and the County Council shall be the members of the TRG with voting rights on the matters set out in paragraph 1 and 3 above. Where the group contains other members, those other members shall be consulted for their views on such matters but shall not have a vote.

7 Where the voting members are unable to agree on an outcome through the TRG voting

process, such matter shall be referred to a Specialist in accordance with clause 12 of this Deed.

8 Other stakeholders and interested parties may be invited to meetings depending on the agenda. The Cambridgeshire and Peterborough Combined Authority and relevant bus service operators will be invited to meetings at which the TRG proposes to review the Bus Mitigation Measures.

Frequency of meetings, agendas and reporting

1 In order to allow an early review of the Bus Mitigation Measures and unless otherwise between the Owner and the County Council a meeting will take place within one month of the Occupation of twenty-five per cent (25%) of the Commercial Floorspace.

2 Further meetings will take place within one month from the completion of each survey undertaken pursuant to the Monitor and Manage Scheme, but the members may from time to time agree a different frequency or ad hoc meetings.

3 Responsibility for preparing and distributing agendas and minutes (liaising with other members in terms of agenda items) will lie with the Owner.

4 Minutes are to be circulated and agreed within two (2) weeks from the relevant meeting subject to members first agreeing matters regarding the publicity of relevant minutes. Any specific actions required between meetings will be addressed via email.

The COMMON SEAL of **CAMBRIDGE CITY COUNCIL** was hereunto affixed in the presence of)

Authorised Signatory

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

Authorised Signatory

EXECUTED as a **DEED** by)

RAILWAY PENSION NOMINEES LIMITED acting by a director in the presence of:)

Director's signature:

Director's name:

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation: