PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND AT COWLEY ROAD AND NUffiELD ROAD CHESTERTON CAMBRIDGE

Between

NETWORK RAIL INFRASTRUCTURE LIMITED

CAMBRIDGESHIRE COUNTY COUNCIL

and

CAMBRIDGE CITY COUNCIL

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL
# CONTENTS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Interpretation</td>
<td>2</td>
</tr>
<tr>
<td>2. Statutory provisions</td>
<td>7</td>
</tr>
<tr>
<td>3. Covenants</td>
<td>7</td>
</tr>
<tr>
<td>4. waiver</td>
<td>7</td>
</tr>
<tr>
<td>5. Release</td>
<td>7</td>
</tr>
<tr>
<td>6. Determination of deed</td>
<td>8</td>
</tr>
<tr>
<td>7. Local land charge</td>
<td>8</td>
</tr>
<tr>
<td>8. Ownership</td>
<td>8</td>
</tr>
<tr>
<td>9. change in ownership</td>
<td>8</td>
</tr>
<tr>
<td>10. Notices</td>
<td>9</td>
</tr>
<tr>
<td>11. Third party rights</td>
<td>9</td>
</tr>
<tr>
<td>12. Severance</td>
<td>9</td>
</tr>
<tr>
<td>13. No fetter of discretion</td>
<td>10</td>
</tr>
<tr>
<td>14. Governing Law</td>
<td>10</td>
</tr>
<tr>
<td>15. Costs</td>
<td>10</td>
</tr>
<tr>
<td>16. Reasonableness</td>
<td>10</td>
</tr>
<tr>
<td>17. Cancellation of entries</td>
<td>11</td>
</tr>
<tr>
<td>18. Future Permissions</td>
<td>11</td>
</tr>
<tr>
<td>19. Disputes</td>
<td>11</td>
</tr>
</tbody>
</table>
(1) NETWORK RAIL INFRASTRUCTURE LIMITED of 1 Eversholt Street London NW1 2DN (Company No. 2904587) ("Network Rail")

(2) CAMBRIDGESHIRE COUNTY COUNCIL of Shire hall Castle Hill Cambridge Cambridgeshire CB3 0AP ("County Council")

(3) CAMBRIDGE CITY COUNCIL of The Guildhall, Market Square, Cambridge CB2 3QJ ("City Council")

(4) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall Camborne Business Park Camborne Cambridgeshire CB23 6EA ("District Council")

Jointly referred to as the 'Parties'.

BACKGROUND

(A) The Planning Applications have been made to authorise the construction and use of the Development pursuant to the Planning Permissions upon the Property

(B) The obligations contained in this deed are planning obligations for the purposes of Section 106 of the 1990 Act

(C) The City Council and the District Council are the local planning authorities for the area (including the cross border Development at the Property located within the City Council's and the District Council's administrative areas)

(D) The County Council is the local highway authority for the purposes of the Highways Act 1980 for the area in which the Property is situated.

(E) The County Council owns that part of the Property contained in title number CB351342 and the City Council owns that part of the Property contained in title numbers CB290220, CB107910, CB290241, CB288631, CB114792 and CB287925 and all other parts of the Property are within title number CB384881 or unregistered and are owned by Network Rail.

(F) The Councils established the Joint Development Control Committee to determine applications for the area in which the Property is located.

(G) The Councils are satisfied that the restrictions and provisions contained in this deed are necessary to make the Development acceptable in planning terms, that they are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
(H) The Councils consider that the highway and transport improvement works will be of benefit to the public.

(I) Network Rail have made the Planning Applications and are proposing to carry out the Development.

(J) The Planning Applications were resolved to be approved by the Joint Development Control Committee: Cambridge Fringes on 19th August 2015 subject to satisfactory completion of this deed.

(K) The District Council and the City Council have agreed to enter into this deed in order to enforce the planning obligations contained in this deed during such time that they are respectively the Enforcing Authority for that part of the Development which is within their administrative areas.

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

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed:

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

Annual Parking Survey: means an annual survey of car parking arrangements within Defined Area 1 carried out by or on behalf of the County Council

Bramblefields Local Nature Reserve: means the area outlined blue on Plan 3

Biodiversity Conserve

Bramblefield Biodiversity Enhancement: means the biodiversity ecological management scheme to be prepared by the City Council within 6 months of the date of this deed for the areas edged blue on Plan 3

Bus Road: means the road to be constructed by Network Rail to an adoptable standard shown coloured orange on Plan 6

Cambridgeshire Guided Busway Order 2005: means the statutory instrument 2005 No. 3523 made by the Secretary of State for the construction of the Guided Busway which came into force on 11th January 2006

Chesterton Public Means of Access: means a pedestrian and cycle access track to be provided or procured by the County Council along the whole length and width of the Chesterton Public Means of Access Land and which shall be a public right of way
Chesterton Public Means of Access Land: the maintenance track adjacent to the first public drain and Cowley Road coloured peach on Plan 7 and which shall be at a width of not less than 5 metres along its whole length

Commencement of Development: means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property and "Commenced" and "Commences" and cognate expressions shall be construed accordingly.

Councils means together the City Council, the District Council and the County Council

Cowley Road/Milton Road Works: means works to be carried out by or on behalf of Network Rail to the southbound road markings at the northern Cowley Road/Milton Road junction which is shown edged blue on Plan 2 to comprise lane redesignation with on street parking to be controlled through traffic regulation orders located along the entire length of Cowley Road

Defined Area 1: means the roads within the area shown edged blue on Plan 1.

Development: means the development of the Property described in the Planning Applications.

Enforcing Authority: shall mean for the purposes of enforcing the Obligations the District Council for that part of the Development which is within its administrative area and the City Council for that part of the Development which is within its administrative area and in relation to offsite works the Council(s) whose administrative area includes the site of the offsite works

Guided Busway: means the public transport scheme which forms part of the transport corridor consisting of road improvements, bus lanes and bus priority measures, of which 16 miles (25 km) is dedicated for the use of the Guided Busway. The Guided Busway connects the population centres of Cambridge, Huntingdon and St Ives in Cambridgeshire

Joint Development Control Committee: means the Committee formed by resolutions of the Councils pursuant to section 101(5) Local Government Act 1972 set up to determine planning applications and related development control matters within North West Cambridge, Cambridge Southern Fringe, Cambridge East, and Cambridge Fringe East and comprising member representatives from the City Council, the District Council and the County Council

Obligations: means those obligations contained in clause 3 and in the First and Second Schedule
Occupation: means the occupation of the Development for the use permitted by the Planning Permissions but which for the avoidance of doubt shall not include occupation for the purpose of works carried out prior to or during the construction fitting out commissioning advertising or occupation in relation to security and "Occupy" and "Occupied" and cognate expressions shall be construed accordingly.

ORR: means the Office of Rail and Road or any replacement body carrying out the same functions

ORR Consent: consent from the ORR to enable a transfer of the Chesterton Public Means of Access Land in accordance with paragraph 4 of the First Schedule.

Off-Site Biodiversity Mitigation Measures: means measures to mitigate ecological impacts of the Development to be undertaken by or on behalf of the County Council on nearby land to be developed as part of the Guided Busway and which shall be subject to the discharge of Condition 4 of the Cambridgeshire Guided Busway Order 2005 Work No 12 as shown on Plan 5

Reserve: means the Bramblefields Nature Reserve

Parking Contribution: means the sum of £100,000 (one hundred thousand pounds) to be used only towards the costs of undertaking or procuring an initial Annual Parking Survey to be completed within 12 months of Occupation and a further four Annual Parking Surveys, as well as, any consultation with local residents within Defined Area 1 in respect of a Parking Management Scheme and if necessary the implementation of the Parking Management Scheme.

Parking Management Scheme: measures to control parking in Defined Area 1 necessary due to the Development which for the avoidance of doubt shall not include the provision of further parking facilities within the Development.

Plan 1 means the plan called Plan 1 and dated 09/01/2014 attached to this deed showing Defined Area 1

Plan 2 means the plan called Plan 2 and dated 17/12/2013 attached to this deed showing the Cowley Road/Milton Road Works

Plan 3 means the plan called Plan 3 and dated 17/12/2013 attached to this deed showing the Bramblefields Nature Reserve

Plan 4 means the plan numbered P08 Rev A attached to this deed showing the Property

Plan 5 means the plan called Plan 5 and marked T12-T13 attached to this deed showing the location of the Off-site Biodiversity Measures

Plan 6 means the plan numbered MMD-318305-C-DR-03-XX-1021 Rev P2 attached to this deed showing the Bus Road and Station Access Footway and Cycleway coloured orange.
Plan 7 means the plan numbered MMD-318305-C-DR-03-XX-1007 Rev P5 attached to this deed showing the Chesterton Public Means of Access Land

Plans: means Plan 1, Plan 2, Plan 3, Plan 4, Plan 5, Plan 6 and Plan 7 attached to this deed

Property: means the freehold land and buildings at Cowley Road, the freehold land and buildings on the north east and south east side of Nuffield Road, the freehold land lying to the north east of Cam Causeway and the freehold land lying to the north of Long Reach Road Cambridge shown edged red on the Plan 4 being part of the land registered at HM Land Registry with absolute title under title numbers CB351342, CB290220, CB107910, CB290241, CB288631, CB114792, CB287925 and CB384861 and part of which is unregistered

Planning Applications: means the applications for planning permission for a new 450 sq m station building (including passenger waiting facilities, toilets, staffed ticket office, shop unit(s), amenity space, rail staff accommodation and facilities), two main line platforms (254m with the provision for extension to 270m in length and capable of accommodating a 12 car train) and a bay platform, a pedestrian cycle bridge linking the station building and platforms over the main line, a landscaped 450 space car park and 1000 cycle park, new pedestrian and cycle links to surrounding areas, and the extension of the bus lane and cycle route from the Cambridge Guided Busway into the site along the alignment of the former St Ives Branch Line registered under reference numbers S/1236/15/FL submitted to the District Council and 15/0994/FUL submitted to the City Council and/or any variations of those permissions approved by the District and or City Councils as appropriate.

Planning Permissions: means the planning permissions to be granted by the District Council and the City Council in respect of the relevant part of the Planning Applications.

Station Access Footway and Cycleway: means the 4 metre wide footway and cycleway to be constructed by or on behalf of Network Rail alongside the Bus Road which shall provide connections to the existing footway and cycleway along the Guided Busway and Moss Bank within the area shown on Plan 6.

Working Day: means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
1. Do not scale from this drawing.
2. All dimensions are in metres unless otherwise shown. All levels are in metres above Ordnance Datum (AOD). All dimensions & levels should be checked on site.
3. Any drawing errors or discrepancies should be brought to the attention of Mott MacDonald at the address shown in the title block.
4. Detailed Design to be discussed with Cambridge City Council and Cambridgeshire County Council's Walking and Cycling Officer.

Proposed pedestrian/cycle path from the Cambridge Business Park to link to the proposed cycle/footway to be constructed on the old network Rail maintenance track. These access points to be subject to detailed design and technical approval with the Highway Authority.

For General Arrangement refer to Drw. MMD-318305-C-DR-03-XX-1003

Title: Chesterton Public Means of Access Plan

Drawing Number: MMD-318305-C-DR-03-XX-1007

<table>
<thead>
<tr>
<th>Rev</th>
<th>Date</th>
<th>Drawn</th>
<th>Description</th>
<th>CHK</th>
<th>Apr/Ed</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>05.06.16</td>
<td>LWR</td>
<td>Preliminary Issue</td>
<td>A/N</td>
<td>AMR</td>
<td>A/N AMR</td>
</tr>
<tr>
<td>P2</td>
<td>10.06.16</td>
<td>PHS</td>
<td>Preliminary Issue</td>
<td>A/N</td>
<td>AMR</td>
<td>A/N AMR</td>
</tr>
<tr>
<td>P3</td>
<td>19.06.16</td>
<td>LWR</td>
<td>Preliminary Issue</td>
<td>A/N</td>
<td>AMR</td>
<td>A/N AMR</td>
</tr>
<tr>
<td>P4</td>
<td>18.02.16</td>
<td>DWF</td>
<td>Proposed cycleway access points added</td>
<td>A/N</td>
<td>AMR</td>
<td>A/N AMR</td>
</tr>
<tr>
<td>P5</td>
<td>01.03.16</td>
<td>PHS</td>
<td>Title amended and drawing changed to A3</td>
<td>AMR</td>
<td>AMR</td>
<td>A/N AMR</td>
</tr>
</tbody>
</table>

Scale at A3: 1:2,000
1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Councils the successors to its respective statutory functions.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the Parties, no such amendment, extension or re-enactment shall apply to the deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written does not include faxes or e-mail.

1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.12 References to clauses and plans are to the clauses and plans of this deed.

1.13 An obligation in this deed on a person not to do something includes an obligation not to agree nor allow nor permit that thing to be done.

1.14 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
2. **STATUTORY PROVISIONS**

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers.

2.2 The obligations contained in this deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Parties with the intention that they bind the interests held by Network Rail in the relevant parts of the Property and its successors and assigns and any successors in title to or successor organisation of the Councils but for the avoidance of doubt, the only covenant which binds the City Council's interests is contained in the Third Schedule of this deed.

2.3 This deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in clause 3 of this deed are enforceable by the Enforcing Authority in accordance with section 106 of the 1990 Act.

3. **COVENANTS**

3.1 Network Rail covenants with the Enforcing Authority to perform the Obligations contained in First Schedule.

3.2 The County Council covenants with the Enforcing Authority and Network Rail to perform the Obligations contained in the Second Schedule.

3.3 The City Council covenants with the District Council and Network Rail to perform the Obligations contained in the Third Schedule.

4. **WAIVER**

No waiver (whether expressed or implied) by the Enforcing Authority of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Enforcing Authority from enforcing any of the relevant terms and conditions or from acting upon any subsequent breach or default.

5. **RELEASE**

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed if they have no legal interest in the relevant part of the Property and shall have no liability under this deed after parting with all of its legal interest in the Property, except in respect of any breach subsisting prior to parting with such legal interest.
6. **DETERMINATION OF DEED**

This deed shall be determined and have no further effect if the Planning Permission:

(a) expires before the Commencement of Development;
(b) is varied or revoked other than at the request of Network Rail; or
(c) is quashed following a successful legal challenge.

7. **LOCAL LAND CHARGE**

This deed is a local land charge and shall be registered as such by the District Council and the City Council.

8. **OWNERSHIP**

8.1 The City Council warrants that it owns that part of the Property contained in title numbers CB290220, CB107910, CB290241, CB88631, CB114792, and that it owns unencumbered that part of the Property contained in title number CB287925.

8.2 The County Council warrants that it owns unencumbered that part of the Property contained in title number CB351342 and that no other party has any legal or equitable interest in those parts of the Property registered under that title number.

8.3 Network Rail warrants that it owns the whole of the Property with the exception of (i) the land owned by the City Council as referenced under 8.1 above (ii) the land owned by the County Council as reference under 8.2 above and (iii) any land which forms part of the adopted highway ("NR Land") and that it is not aware of any encumbrance on the NR Land which would prevent Network Rail complying with its obligation in this deed nor any encumbrance on the NR Land which would prevent the Development coming forward.

9. **CHANGE IN OWNERSHIP**

The County Council and Network Rail each agree to give the Enforcing Authority written notice forthwith of any change in ownership of their respective interests in the Property occurring before all the obligations under this deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property or unit of occupation in respect of which there has been a change of ownership by reference to a plan.
10. **NOTICES**

10.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

(a) County Council: Head of Growth and Economy Shire Hall Castle Hill Cambridge Cambridgeshire CB3 0AP

(b) City Council: The Developer Contributions Monitoring Officer The Guildhall, Market Square, Cambridge CB2 3QJ

(c) District Council: Legal and Democratic Services Manager South Cambridgeshire Hall, Cambourne Business Park Cambourne Cambridgeshire CB23 6EA

(d) Network Rail; 2nd Floor, One Eversholt Street, London, NW1 2DN

or as otherwise specified by the relevant person by notice in writing to each other person.

10.2 Any notice or other communication shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause;

(b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11. **THIRD PARTY RIGHTS**

No person other than a party to this deed, their respective successors and permitted assigns, any of the Enforcing Authorities and the successors to their respective statutory functions shall have any rights to enforce any term of this deed.

12. **SEVERANCE**

12.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
12.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. **NO FETTER OF DISCRETION**

Nothing contained or implied in this deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the City Council and the County Council in the exercise of any of their functions as local authorities.

14. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. **COSTS**

15.1 Network Rail agrees to pay the District Council's reasonable legal costs of £5,000 (five thousand pounds) in connection with the preparation and completion of this deed.

15.2 Network Rail agrees to pay to the County Council's reasonable legal costs in connection with the preparation and completion of this deed.

15.3 Network Rail agrees to pay to the City Council's reasonable legal costs in connection with the preparation and completion of this deed.

15.4 Network Rail agrees to pay the District Council's reasonable costs of £1,500 in connection with the monitoring of the obligations contained in this deed.

15.5 Network Rail agrees to pay the County Council's reasonable costs of £300 in connection with the monitoring of the obligations contained in this deed which relate to the County Council.

16. **REASONABLENESS**

Any approval, response to consultation, consent, direction, authority, agreement or action to be given by the Councils under this deed shall not be unreasonably withheld or delayed.
17. **CANCELLATION OF ENTRIES**

17.1 On the written request of Network Rail at any time after each or all of the obligations have been performed or otherwise discharged the Enforcing Authority will (subject to the payment of the Enforcing Authority's reasonable and proper costs and charges) issue a written confirmation of such performance or discharge.

17.2 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 6 (and subject to the payment of the Enforcing Authority's reasonable and proper costs and charges) the Enforcing Authority will on the written request of Network Rail cancel all entries made in the local land charges register in respect of this deed.

18. **FUTURE PERMISSIONS**

Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

19. **DISPUTES**

19.1 In the event of any dispute between the Parties any Party may invite any other Party to resolve the dispute by mediation in such manner as the Parties agree.

19.2 Subject to Clause 19.1 and to any dispute not being resolved under these provisions if any dispute arises relating to or arising out of the terms of this deed any Party may give to the others written notice requiring the dispute to be determined under this Clause 19 and such notice shall be valid only where it:

- (a) specifies the nature and substance of the dispute;
- (b) proposes an appropriate Specialist; and
- (c) specifies the relief sought in relation to the dispute.

19.3 For the purposes of this Clause 19 a "Specialist" is a person qualified to act as an expert in the field of the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and (where relevant) real property in the same locality as the Property.
19.4 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.

19.5 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.

19.6 The Specialist is to act as an independent expert and:-

(a) any Party may make written representations to the Specialist within 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);

(b) each Party is to have a further 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;

(c) 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;

(d) 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;

(e) 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;

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

(g) 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.

19.7 Responsibility for the costs of referring a dispute to a Specialist under this Clause 19 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 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.

19.8 If the Specialist nominated pursuant to this Clause 19 shall die or decline to act another Specialist may be appointed in his place.

19.9 This Clause 19 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.

19.10 This Clause 19 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 or in relation to any failure or delay by such a Party in agreeing or approving or determining any such matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by
NETWORK RAIL INFRASTRUCTURE LIMITED
acting by

Senior Assistant

Company Secretary

Authorised signatory

Authorised Signatory as appointed by a resolution of the board Network Rail Infrastructure Limited on 19 October 2015

The COMMON SEAL of
SOUTH CAMBRIDGESHIRE
DISTRICT COUNCIL
was affixed in the presence of:-

[Signature]

[Signature]
The COMMON SEAL of CAMBRIDGESHIRE COUNTY COUNCIL was affixed in the presence of:

The COMMON SEAL of CAMBRIDGE CITY COUNCIL was affixed in the presence of:

HEAD OF LEGAL SERVICES

17/6/16
FIRST SCHEDULE

Network Rail covenants with the Enforcing Authority:

1. To pay to the County Council prior to Occupation of the Development the Parking Contribution.

2. To deliver or procure delivery of biodiversity enhancement to the Bramblefields Local Nature Reserve (the "Reserve") by means of the excavation of an unlined pond on the said Reserve which will be approximately 250 cubic metres in size with 200 cubic metres of excavated material to be removed from the Reserve ("the Reserve Works") and in doing so:

   2.1 14 days prior to commencement of the Reserve Works Network Rail will notify the City Council's Biodiversity Officer that the Reserve Works will commence;

   2.2 prior to the carrying out of the Reserve Works (and if necessary throughout the Reserve Works) to obtain the City Council's Biodiversity Officer's agreement to the landscaping profiles to be achieved and all related matters including access to the Reserve both for the public and for Network Rail's contractor such agreement not to be unreasonably withheld or delayed;

   2.3 Network Rail will carry out and complete the Reserve Works to the City Council's Biodiversity Officer's satisfaction prior to the Development being Occupied but will not carry out the Works at any time between 18th February and the 28th July of any year for reasons of breeding species protection; and

   2.4 Network Rail will reinstate any damage caused to the Reserve arising out of Network Rail's entry onto the Reserve in connection with the carrying out of the Reserve Works and will do any such reinstatement works as soon as reasonably possible and in a manner which is first agreed by the City Council in writing and hereby indemnifies the City Council from and against all valid and enforceable actions suits claims charges costs expenses damages and demands and any other proper and enforceable liabilities whatsoever arising out of Network Rail's entry onto the Reserve in connection with the carrying out of the Reserve Works including any proper claims from any third parties PROVIDED THAT the City Council will
notify Network Rail on receipt of any such claims and will allow Network Rail the opportunity to make reasonable representations in respect of mitigating any such claims; and this indemnity shall not cover the City Council to the extent that any actions, suits, claims, charges, costs, expenses, damages and demands arise out of or are attributable to any negligent act, default or omission on the part of the City Council.

3. Within 3 months of date of this deed to establish and provide a local liaison forum with stakeholders and to ensure that such local liaison forum holds regular meetings during construction and for a period of up to 3 months following the completion of the works to complete the Development and such local liaison forum to act as a forum to communicate and discuss matters arising from the Development and its impact.

4. Subject to the receipt of the ORR Consent and the completion of the Chesterton Public Means of Access by the County Council in accordance with paragraph 4 of the Second Schedule to transfer to the County Council for nil consideration the Chesterton Public Means of Access Land in the form of the draft transfer attached at Appendix 1 to this deed prior to the Development being Occupied provided that such transfer shall contain a restrictive covenant in favour of Network Rail ensuring that the Chesterton Public Means of Access Land cannot be used for any purpose other than as a public right of way allowing pedestrian and cycle access unless written consent to use the Chesterton Public Means of Access Land for such other purpose has been provided by Network Rail.

5. If it is necessary for the provision and use of the Chesterton Public Means of Access, to grant the County Council and their authorised representatives a licence in the form attached at Appendix 2 to this deed within 30 days of written request from the County Council to allow the entering upon the Chesterton Public Means of Access Land for the purpose of the carrying out of surveys and investigations and the construction and use of the Chesterton Public Means of Access.

6. To complete prior to the Occupation of the Development the Bus Road and Station Access Footway and Cycleway at its own cost and shall upon completion of the Bus Road enter into such agreement or agreements as is or are required with one or more bus operators to provide such bus operator or operators with the necessary rights to use the Bus Road to gain access to and egress from bus stops within the Development and for the purpose of setting down and picking up passengers.

7. Upon the completion of the construction of the Station Access Footway and Cycleway, unless and until the Station Access Footway and Cycleway is adopted as a public highway, to keep the Station Access Footway and
Cycleway or to procure that the Station Access Footway and Cycleway is kept available and open for use by the public at all times.

8. Upon the completion of the construction of the Chesterton Public Means of Access, unless and until the Chesterton Public Means of Access is adopted as a public highway, to keep or to procure the Chesterton Public Means of Access Land is kept available and open for use by the public and to allow the County Council to enter onto the Chesterton Public Means of Access Land at all reasonable times for the purpose of carrying out any maintenance referred to in paragraph 5 of the Second Schedule subject to the County Council entering into a licence similar to that at Appendix 2 and indemnifying Network Rail for any damage caused.
SECOND SCHEDULE

The County Council covenants as follows:

1. To carry out and complete the Cowley Road/ Milton Road Works in the area edged blue on Plan 2 prior to the Occupation of the Development.

2. To undertake and complete the Off-Site Biodiversity Mitigation Measures prior to the Occupation of the Development and thereafter to procure the management of those enhancements for a period of 10 years following the completion of the Off-Site Biodiversity Mitigation Measures.

3. To submit to the City Council and the District Council within 12 months of completing the Off-Site Biodiversity Mitigation Measures an annual report on the progress of the Off-Site Biodiversity Mitigation Measures which shall also include any recommendations for the future management which recommendations shall be implemented within 6 months of the date of the report by the County Council as to those recommendations accepted in writing by or on behalf of the City Council and/or the District Council.

4. Prior to the Occupation of the Development to have carried out and completed the works to construct the Chesterton Public Means of Access on the Chesterton Public Means of Access Land and such that the works provide a continuous pedestrian and cycle link between the Chesterton Public Means of Access and Cambridge Business Park.

5. Following the completion of construction of the Chesterton Public Means of Access, to keep or procure the Chesterton Public Means of Access (i) is kept fit for purpose, well maintained and to at least the standard of an adopted footpath and cycleway and (ii) is not obstructed or otherwise impeded from use.

6. To use the Parking Contribution only for the purposes set out in this deed and if five (5) years after the date on which the Parking Contribution was paid any of the Parking Contribution remains unspent or is not contractually committed for purposes detailed in this deed, to return any such balance to the person(s) who paid the Parking Contribution.

7. If the Chesterton Public Means of Access Land has been transferred to the County Council in accordance with paragraph 4 of the First Schedule regardless of whether Network Rail’s consent has been obtained for a change of use in accordance with paragraph 4 of the First Schedule the County Council will not make any changes without having first obtained the consent of the City Council and the District Council.
THIRD SCHEDULE

The City Council covenants as follows:

1. Subject to Network Rail having first complied with:

   1.1 its obligations of prior notification (as referred to in paragraph 2.1 of the First Schedule); and

   1.2 its obligations to obtain the prior agreement of the City Council in respect of all details of the Reserve Works (as referred to in paragraph 2.2 of the First Schedule); and

   1.3 the City Council's requirements as to timing of the Reserve Works (generally and also as referred to in paragraph 2.3 of the First Schedule in particular); and

   1.4 subject to the indemnity contained in paragraph 2.4 of the First Schedule;

   to allow Network Rail to enter onto the Bramblefields Local Nature Reserve at all reasonable times for the purpose of carrying out the Reserve Works as detailed in paragraph 2 of the First Schedule.
Appendix 1
Draft Transfer
**Land Registry**  
**Transfer of part of registered title(s)**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title number(s) out of which the Property is transferred: CB384861</td>
</tr>
<tr>
<td>2</td>
<td>Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</td>
</tr>
</tbody>
</table>
| 3 | Property:  
Land alongside Cowley Road, Cambridgeshire in the County of Cambridgeshire.  
The property is identified  
☑ on the attached plan numbered 81816 and shown coloured blue.  
☐ on the title plan(s) of the above titles |
| 4 | Date: |
| 5 | Transferor:  
NETWORK RAIL INFRASTRUCTURE LIMITED whose registered office is at 1 Eversholt Street, London NW1 2DN  
For UK incorporated companies/LLPs  
Registered number of company or limited liability partnership including any prefix: 2904587  
For overseas companies  
(a) Territory of incorporation:  
(b) Registered number in England and Wales including any prefix: |
| 6 | Transferee for entry in the register:  
Cambridgeshire County Council  
For UK incorporated companies/LLPs  
Registered number of company or limited liability partnership including any prefix:  
For overseas companies  
(a) Territory of incorporation:  
(b) Registered number in England and Wales including any prefix: |
7. Transferee's intended address(es) for service for entry in the register:

Shire Hall, Castle Hill, Cambridge, Cambridgeshire CB3 0AP

8. The Transferor transfers the property to the Transferee

9. Consideration

☐ The Transferor has received from the Transferee for the property the following sum (in words and figures):

X The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10. The Transferor transfers with

☒ full title guarantee limited by the Relevant Matters

☐ limited title guarantee

11. Declaration of trust. The Transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12. Additional provisions

12.1 Definitions and Interpretation

In this transfer the following expressions shall, where the context admits, have the following meanings.

12.1.1 "Network Rail" means the Transferor and references to Network Rail shall include its successors in title and/or lessees

12.1.2 "the Relevant Matters" means:

- the rights of the relevant electricity undertakers and Level 3 Communications UK Limited (formerly known as Global Crossing (UK) telecommunications Limited) in their cables and apparatus at the Property;

- all exceptions, reservations, covenants, provisions and other matters (if any) contained or mentioned in the registers of title number CB384861;

- any third party rights discoverable by inspection of the Property;
- any matters now recorded in all registers open to or capable of public inspection which matters are considered to be within the actual knowledge of the Transferee

12.1.3 "Accommodation Works Obligations" means any liability of Network Rail to provide maintain or renew any fencing or other works upon the Property for the accommodation of any adjoining lands arising by reason of the provisions of Section 68 of the Railways Clauses Consolidation Act 1845 or any other statutory provisions to the same or similar effect or by reason of any agreement or covenant made between Network Rail or its predecessors in title and the seller(s) of all or part of the Property to them.

12.1.4 "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;
(b) epidemic;
(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
(d) nuclear, chemical or biological contamination or sonic boom;
(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition,
(f) collapse of buildings, fire, explosion or accident; and
(g) interruption or failure of utility service.

12.1.5 "Works" means the construction of a pedestrian and cycle access track ("the Cycle Way") which complies with the policy design criteria of Cambridgeshire County Council, South Cambridgeshire District Council and Cambridge City Council to the specification shown in the attached drawings numbered MMD-318305-C-DR-03-XX-1006-P3, MMD-318305-C-DR-03-XX-1005-P6 MMD-318305-C-DR-03-XX-1003-P7 MMD-318305-C-DR-03-XX-1004-P7 and MMD-318305-C-DR-03-XX-1007-P5 or (with Network Rail's consent) to such other specification of no lesser standard than that shown in the attached drawings.

12.1.6 "Service Media" means pipes drains gutters sewers headwalls outfalls ditches watercourses cables wires ducts fibre optic cables wireless transmitters and receivers and other conduits and all ancillary equipment, structures, enclosures and apparatus (including pumping stations, gas governors, electricity sub-stations and transformer chambers) associated with:

- the removal of sewage, foul and surface water
- the supply of gas, electricity, water, telecommunications, data transmission and other services

12.1.7 "Development" means any intended development of Network Rail's retained land

12.1.8 "Network Rail's Retained Land" means the remaining land contained in title CB384861 and for the avoidance of doubt excluding the Property

12.2 Where the Transferee is more than one person, their obligations can be enforced against all of them jointly and against each individually.
12.3 Rights granted for the benefit of the property
None

12.4 Matters excluded from this transfer

There are not included in this transfer:

12.4.1 any mines or minerals under the Property or any right of support from any mines or minerals whatsoever;

12.4.2 any right of access (including any right of way or of access of necessity), light, air or support or other right whatsoever relating to Network Rail's Retained Land (whether that land is intended to be retained or to be sold);

12.4.3 the benefit of any covenant given to Network Rail by the owner of any adjoining or neighbouring land (whether on a sale by Network Rail of that adjoining or neighbouring land or otherwise) where the benefit of such covenant attaches to the Property or some part or parts of it.

12.5 There are reserved out of the Property for the benefit of Network Rail’s retained land and works the following rights Provided Always that none of the said rights materially and adversely affect the Works:

12.5.1 The right at any time to erect or allow to be erected any buildings or other structures and to alter any building or other structure now standing or afterwards to be erected on any part of Network Rail’s retained land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property (and any access of light and air over Network Rail’s Retained Land shall be treated as enjoyed by the licence or consent of Network Rail and not as of right).

12.5.2 The right of support from the Property for Network Rail’s Retained Land and works.

12.5.3 The right to have, maintain, repair, cleanse, use, renew, alter and remove any drains, pipes, wires, cables and works on, over or under the Property now used for the benefit of Network Rail’s Retained Land or installed later as provided below.

12.5.4 The right to construct, install or erect on, in or under the Property:
- connections to the Cycle Way;
- works to widen or extend the Cycle Way;
- works to enhance the safety of or, improve or alter the Cycle Way and any junction relating to any footpath or the Cycle Way;
- footpaths and cycle ways;
- visibility splays;
- street lighting, drainage and street furniture and ancillary Service Media

12.5.5 The right to landscape the Property, including the right to:
- enhance, supplement, vary or remove existing landscaping features;
- prune, cut, lop, fell or remove existing trees, shrubs, hedges and other vegetation and to mow any grass (Network Rail removing from the Property any timber or other cut vegetation);

- plant new trees, shrubs, hedges and planting;

- erect fences;

- construct new hard landscaping and to install appropriate amenities, including benches, litter bins, bollards and associated lighting and drainage

and thereafter to retain, use and maintain (which expression includes the right from time to time to inspect, examine, test, cleanse, repair, alter, relay, replant, cultivate, mow, renew, replace, supplement and remove) all such landscaping and other works and facilities.

12.5.6 The right to construct, install or erect on the Property:

- directional and other traffic signage;

- associated lighting and cabling

and thereafter to retain, use and maintain (which expression includes the right from time to time to inspect, examine, test, cleanse, repair, alter, relay, renew, replace, supplement and remove) all such signage and other works.

12.5.7 The right to construct, install or erect on the Property apparatus (including associated cabling and enclosures) for:

- controlling and monitoring traffic and vehicle speeds;

- monitoring air quality;

- closed circuit television;

- improving the safety of persons on the Property;

and thereafter to retain, use and maintain (which expression includes the right from time to time to inspect, examine, test, cleanse, repair, alter, connect to, relay, renew, replace, supplement and remove) all such apparatus and facilities.

12.5.8 The right to use the Property for any other reasonable purpose or facility which benefits the Development or enhances the market value of the Development with the prior written approval of the Transferee.

12.5.9 The right with or without workmen and equipment at all reasonable times to enter upon the Property, subject to Network Rail making good all damage occasioned to the Property and/or the Works in doing this, for the purpose of exercising the rights reserved by clause 12.5.3 to 12.5.8 above and clauses 12.5.10 to 12.5.11 below; and

12.5.10 The right to ascertain performance of the Transferee's obligations under clause 12.7 below and (if necessary in Network Rail's opinion) carry out those obligations; and
12.5.11 Subject to the Transferee’s consent (such consent not to be unreasonably withheld or delayed) a right at any time to install drains, pipes, wires or cables on, over or under the Property for any purpose including (without limitation) for the redevelopment of all or any part of Network Rail's Retained Land. Such rights (for the avoidance of doubt) shall be for the benefit of the whole and each part of Network Rail’s Retained Land.

12.6 Restrictive covenants by the Transferee

The Transferee covenants as follows with Network Rail for the benefit and protection of such part of Network Rail's Retained Land as is capable of being benefitted or protected. These covenants bind the Property and every part of it, whoever owns it Provided Always that the following covenants shall not in any way restrict the Transferee carrying out and completing the Works.

12.6.1 That there shall not at any time on any part of the Property within a distance of 3 metres of Network Rail’s Retained Land be carried out any works, including (but not limited to) the making of excavations and there shall not at any time on any part of the Property be carried out any works, including (but not limited to) the making of excavations, without

- there having previously been submitted detailed plans and sections of the works in triplicate to Network Rail,

- Network Rail’s approval having been obtained, and

- compliance with such reasonable conditions as to foundations or otherwise as Network Rail shall consider it necessary to impose.

12.6.2 Not to install any new drainage which discharges towards Network Rail’s Retained Land and not to materially increase the capacity of any existing drainage which discharges onto Network Rail’s retained land.

12.6.3 Not to use the Property other than as a pedestrian and cycle access track.

12.7 Positive covenants by the Transferee

The Transferee covenants as follows with Network Rail

12.7.1 To Network Rail’s satisfaction to carry out and complete the Works within 6 months of the date of this transfer or such later date whether agreed between the parties or due to a Force Majeure Event provided that in any event the Works are completed no later than 1 May 2017.

12.7.2 To pay to Network Rail the costs incurred by Network Rail in carrying out the Buyer’s obligations where the Buyer defaults.

12.7.3 To observe and perform Accommodation Works Obligations affecting the Property (if any)

12.7.4 On any disposal of all or any part of the Property, but not on the grant of a lease for 21 years or less, to ensure that the disponee simultaneously delivers to Network Rail an executed deed of covenant to comply with clause 12.7 of this transfer so far as it relates to the part of the Property being disposed of.
12.8 Indemnity

The Transferee indemnifies Network Rail against any liability resulting from the breach or non-observance of the covenants, provisions and other matters contained or mentioned in the registers of title number CB364861 in so far as they affect the Property and are capable of being enforced Provided Always that such indemnity shall not extend to cover any part of the Works.

12.9 Other

12.9.1 This transfer is subject to and (where applicable) with the benefit of the Relevant Matters.

12.9.2 Section 62 Law of Property Act 1925 and the rule in "Wheeldon v Burrows" do not apply to this transfer and no legal or other rights are granted over Network Rail's Retained Land for the benefit of the Property by this transfer except for those expressly granted by this transfer.

12.9.3 This document gives no rights under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act.

12.9.4 Neither the carrying on by Network Rail of its undertaking on Network Rail's Retained Land in exercise of its powers and subject to its statutory and common law obligations nor the grant by Network Rail of any permission properly given to use any railway facilities shall be treated as in derogation of grant by Network Rail under this transfer.

12.9.5 The Transferee must pay, and must indemnify Network Rail against all Value Added Tax incurred in relation to any costs that the Transferee is obliged to pay under the terms of this transfer save where such Value Added Tax is recoverable or available for set off by Network Rail as input tax.

12.9.6 The parties consent to the entry of this restriction in the proprietorship register of the title number allocated to the Property:

No disposition (but the grant of a lease for 21 years or less shall not be deemed to be a disposition) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Network Rail Infrastructure Limited or its conveyancer that the provisions of provision 12.7.4 of a transfer dated [*] and made between (1) Network Rail Infrastructure Limited and (2) Cambridgeshire County Council have been complied with.
Execution

Executed as a Deed by
affixing the Common Seal of
NETWORK RAIL INFRASTRUCTURE LIMITED
in the presence of:

Executed as a Deed by the
Cambridgeshire County Council its
Common Seal having been affixed
in the presence of:

.....................................................
Authorised Signatory

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.
1. Do not scale from this drawing.
2. All dimensions are in metres unless otherwise shown. All levels are in metres above Ordnance Datum (AOD). All dimensions & levels should be checked on site.
3. Any drawing errors or discrepancies should be brought to the attention of Mott MacDonald at the address shown in the title block.
4. Detailed Design to be discussed with Cambridge City Council and Cambridgeshire County Council’s Wellbeing and Cycling Officer.

Proposed pedestrian / cycle path from the Cambridge Business Park to link to the proposed cycle / footway to be constructed on the old Network Rail maintenance track. Theseroutes points to be subject to detailed design and technical approval with the Highway Authority.

Title
Chesterton Public Means of Access Plan

Drawing Number
MMD-318305-C-DR-03-XX-1007

Mott MacDonald Limited

This document should not be relied on or used in circumstances other than those for which it was originally prepared and for which Mott MacDonald Ltd was commissioned. Mott MacDonald Ltd accepts no responsibility for this document to any other party other than the person by whom it was commissioned.
Appendix 2
Draft Licence
Dated 2016

NETWORK RAIL INFRASTRUCTURE LIMITED
CAMBRIDGESHIRE COUNTY COUNCIL

Licence
to occupy and carry out work at Chesterton Sidings
<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Definitions and Interpretation</td>
<td>4</td>
</tr>
<tr>
<td>2 Licence</td>
<td>4</td>
</tr>
<tr>
<td>3 Licensee's obligations</td>
<td>5</td>
</tr>
<tr>
<td>4 Termination</td>
<td>6</td>
</tr>
<tr>
<td>5 Site Condition</td>
<td>6</td>
</tr>
<tr>
<td>6 Title matters</td>
<td>6</td>
</tr>
<tr>
<td>7 Indemnities</td>
<td>6</td>
</tr>
<tr>
<td>8 Entire Agreement</td>
<td>7</td>
</tr>
<tr>
<td>9 Contract (Rights of Third Parties) Act 1999</td>
<td>7</td>
</tr>
<tr>
<td>1 The Information</td>
<td>8</td>
</tr>
</tbody>
</table>
## PARTICULARS

<table>
<thead>
<tr>
<th>Date</th>
<th></th>
</tr>
</thead>
</table>

| Licensor | **Network Rail Infrastructure Limited** (Company No. 2904587) registered office at 1 Eversholt Street, London NW1 2DN. |
| Licensee | **Cambridgeshire County Council** of Shire Hall, Castle Hill, Cambridge, Cambridgeshire CB3 0AP. |
| Site | Land alongside Cowley Road, Cambridge coloured blue on the attached plan. |
This Licence is made between the parties specified in the Particulars

1 Definitions and Interpretation

1.1 The Particulars (on page 1) form part of this Licence and the terms specified there are defined terms in it.

1.2 In this Licence:

Activities are activities that would be ordinarily undertaken in order to carry out the Works including:

(a) storing plant, building machinery and building materials;
(b) parking and manoeuvring construction and Personnel vehicles;
(c) erecting and retaining:
   (i) hoardings; and
   (ii) temporary buildings to:
      (A) store plant, building machinery and building materials;
      (B) accommodate Personnel;
      (C) secure Personnel welfare; and
      (D) garage construction and Personnel vehicles.

Information means the plans, drawings and specifications annexed at schedule 1.

Transfer means the proposed transfer of the Site.

Personnel are the Licensee's contractors, sub-contractors, consultants and security staff and others of good repute authorised by the Licensee.

Works are the works the Licensee intends to do at the Site as described in the Information.

1.3 In this Licence:

(a) a party who agrees to do something fulfils that obligation by ensuring that it is done;
(b) references to a statute are a reference to the statute as amended or re-enacted (unless otherwise stated) and include any subordinate legislation;
(c) words importing any gender include every gender;
(d) person includes any corporation and unincorporated body of persons; and
(e) headings are for ease of reference only.

2 Licence

2.1 The Licensee pays the Licensor a fee of one peppercorn a month and from today until this Licence is terminated under clause 4:
(a) the cost of all utilities used at the Site;
(b) uniform business rates and any other outgoings payable in respect of the Site.

2.2 The Licensor:

(a) licences the Licensee and Personnel to enter and remain on the Site to:
   (i) do the Works; and
   (ii) undertake Activities.
(b) does not licence
   (i) any other person to enter and remain on the Site; or
   (ii) the Licensee and Personnel to enter and remain on the Site for other purposes.

3 Licensee’s obligations

The Licensee shall:

(a) in its contractual arrangements with Personnel, include the Licensee’s obligations in this Licence appropriate to be included for this Licence’s objects to be fulfilled;
(b) enforce clause 3(a) at the Licensee’s cost;
(c) keep:
   (i) the Site clean, tidy and secure;
   (ii) materials on Site protected; and
   (iii) interference to neighbouring owners and occupiers to a minimum.
(d) not:
   (i) remove soil or minerals from the Site except as necessary to do the Works; or
   (ii) put up any signage, except reasonable signs publicising the Licensee and the Personnel and in respect of health and safety matters; or
   (iii) cause nuisance, damage or injury to person or property; or
   (iv) share or give up occupation of the Site, except that the Licensee may share occupation with Personnel but only on this Licence’s terms; and
   (v) interfere with any of the Landlord’s equipment, cables or property on the Site;
(e) regarding the Works:
   (i) use reasonable skill and care when doing them;
(ii) do them with suitable and good quality materials, expeditiously and without
nuisance or undue annoyance to the Licensor and others, and when doing
them to comply with all applicable laws and any public or private consents
required for the Works.

4 Termination

4.1 This Licence shall end automatically on the earliest of:

(a) completion of the Transfer;

(b) completion of the Works; or

(c) on notice from the Licensor to the Licensee that the Licensee (or Personnel) have:

(i) committed a practical breach of this Licence; and

(ii) have not remedied the breach within a reasonable time or immediately in an
emergency; or

(d) on the expiry of [1] month's notice from either party to the other.

4.2 When this Licence ends (and however it ends save where the Transfer is entered into) the
Licensee shall:

(a) leave the Site and ensure that all Personnel do so;

(b) remove its own and any Personnel's effects; and

(c) deliver up the Site in a manner that is consistent with the Licensee's obligations in
this Licence having being performed.

5 Site Condition

The Licensor does not warrant that the Site is fit or suitable for the Works or for Activities to
be carried on there.

6 Title matters

6.1 This document and the arrangements between the parties relating to the Site create a licence
to use the Site and not a lease. The Licensor retains possession of the Site.

6.2 The Licensee has satisfied itself about the Licensor's title to the Site.

7 Indemnities

7.1 The Licensee is responsible for, and indemnifies the Licensor against:

(a) all liability for:

(i) death and personal injury;

(ii) loss of or damage to property, including property belonging to the Licensor or
for which it is responsible; and

(iii) breach of statutory duty; and
any claims made against the Licensor by a third party and any expenses (including legal expenses on an indemnity basis) the Licensor incurs in defending them and arising out of:

(i) the design or construction of the Works;

(ii) the Activities;

(iii) the Licensor’s or Personnel’s presence on Site; and

(iv) breach by the Licensee of its obligations under this Licence.

7.2 The Licensee shall maintain and/or procure that the Personnel shall maintain third party and public liability insurance for at least £50m (Fifty Million Pounds) and give the Licensor reasonable evidence that it is in place on reasonable demand.

7.3 The Licensee is neither responsible for, nor obliged to indemnify the Licensor against, death, injury, loss, damage or expense caused by the Licensor’s negligence or deliberate acts.

7.4 The Licensor must use reasonable endeavours to mitigate liability or claims for which the Licensee is obliged to indemnify the Licensor under this Licence and shall not settle nor compromise any such claims without taking into account the reasonable representations of the Licensee.

8 Entire Agreement

This Licence (and any documents annexed to or incorporated in it) is the entire agreement between the parties regarding Activities and the Works and supersedes any previous agreement between them about them.

9 Contract (Rights of Third Parties) Act 1999

Only the parties to this Licence may enforce it. This does not affect any rights which are available apart from that Act.

Signed by the parties or their duly authorised representatives on the date of this Licence.
Schedule 1

The Information
Signed by
for and on behalf of the Licensor

Signed by
for and on behalf of the Licensee
1. Do not scale from this drawing.
2. All dimensions are in metres unless otherwise shown. All levels are in metres above Ordnance Datum (AOD). All dimensions & levels should be checked on site.
3. Any drawing errors or discrepancies should be brought to the attention of Mott MacDonald at the address shown in the title block.
4. Detailed Design to be discussed with Cambridge City Council and Cambridgeshire County Council's Walking and Cycling Officer.

Proposed pedestrian / cycle path from the Cambridge Business Park to link to the proposed cycle / footway to be constructed on the old Network Rail maintenance trails. These access points to be subject to detailed design and technical approval with the Highway Authority.