NORMAN ROBERT GAUTREY OWEN WILLIAM CLARKE LINDA ANN MYNOTT MARTIN PAUL GAUTREY DORIS LILIAN GAUTREY
and
VERA MARGARET NORMAN
and
GLADMAN DEVELOPMENTS LIMITED
and
SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL
and
CAMBRIDGESHIRE COUNTY COUNCIL

Planning obligation by deed of Agreement under the Town and Country Planning Act 1990 section 106

relating to

Land at Rampton Road
Cottenham
Cambridge
THIS AGREEMENT is made the 9 day of August 2017 and made BETWEEN:

1) DORIS LILIAN GAUTREY of ___________________________ and NORMAN ROBERT GAUTREY of ___________________________ and OWEN WILLIAM CLARKE of ___________________________ and LINDA ANN MYNOTT of ___________________________ and MARTIN PAUL GAUTREY of ___________________________ (the 'First Owner')

2) VERA MARGARET NORMAN of ___________________________ (the ‘Second Owner’)

3) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge CB23 6EA
   ('the District Council') and

4) CAMBRIDGESHIRE COUNTY COUNCIL of Shire Hall, Castle Hill, Cambridge CB3 0AP
   ('the County Council')

5) GLADMAN DEVELOPMENTS LIMITED (company registration number 3341567) whose registered office is at Gladman House Alexandria Way Congleton CW12 1LB ("the Promoter")

RECATALS

1) The District Council and the County Council are the local planning authorities for the purposes of the 1990 Act for the area in which the Site is situated.
2) The County Council is the local highway authority, the libraries and lifelong learning authority and the education authority for the area in which the Site is situated.
3) The Owner is the freehold owner of the Site as set out in Schedule 1.
4) The First Owner and the Promoter have entered into or agreed to adhere to the Promotion Agreement
5) The Second Owner and the Promoter have entered into the Option Agreement
7) The District Council has resolved to grant planning permission in respect of the Application on subject to the prior completion of this Deed to regulate the development and to secure the planning obligations contained herein.
8) The Parties are prepared to enter into this deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Application.
9) The District Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).
10) The District Council and the County Council (as appropriate) confirm that in relation to any infrastructure project or type of infrastructure which is provided for or funded by this deed since 6 April 2010 no more than five obligations pursuant to section 106 of the Act have been entered into which provide for any such infrastructure project or type of infrastructure.

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation
1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)
1.1.2 'Archaeological Protection Area' means the archaeological protection area in the approximate location shown edged blue on the Archaeological Protection Area Plan to be provided on the Site in accordance with the Planning Permission
1.1.3 'Archaeological Protection Area Plan' means the plan attached hereto marked 'Archaeology Preservation Insitu Overlay'.
1.1.4 'the Application' means the application for outline planning permission for the Development validated on 10 July 2017 submitted to the District Council and allocated reference number S/2413/17/OL
1.1.5 'Burial Space Contribution' means the sum calculated using the following formula:

A x £210

Where A is the aggregate number of Dwellings referred to in the reserved matters approval(s) relating to the Planning Permission that is/are implemented for the purpose of
S.56(4) of the 1990 Act payable as a contribution towards the cost of the provision of additional burial space within Cottenham

1.1.6  'Bus Stop Capital Contribution' means the sum £27,000 (twenty seven thousand pounds) payable as a contribution towards the costs of the installation of a real time information board at the Lambs Lane bus stop

1.1.7  'Bus Stop Maintenance Contribution' means the sum £7,000 (seven thousand pounds) payable as a contribution towards the costs of the maintenance of Lambs Lane bus stop

1.1.8  'the Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence Development' shall be construed accordingly

1.1.9  'Community Transport Contribution' means the sum calculated using the following formula:

\[ A \times £666 \]

Where A is the aggregate number of Qualifying Dwellings referred to in the reserved matters approval(s) relating to the Planning Permission that is/are implemented for the purpose of S.56(4) of the 1990 Act payable as a contribution towards the cost of a new fixed timetable and demand responsive community vehicle serving Oakington guided busway stop and Waterbeach train station

1.1.10  'the Development' means the development of the Site with up to 200 residential dwellings (including up to 40% affordable housing) and up to 70 apartments with care (C2), demolition of no.117 Rampton Road, introduction of structural planting and landscaping, informal public open space and children's play area, surface water flood mitigation and attenuation, vehicular access points from Rampton Road and associated ancillary works. All matters reserved with the exception of the main site accesses pursuant to the Planning Permission

1.1.11  'a Dwelling' means a dwelling (including a house, flat, maisonette or bungalow) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly
1.1.12 ‘Early Years Education Contribution’ means the sum of £286,200 (two hundred and eighty six thousand two hundred pounds) payable as a contribution towards the costs of the provision of early years education services serving the area within which the Site is located.

1.1.13 ‘Ecological Enhancement Features’ means the ecological enhancement features located on the Site pursuant to the Ecological Enhancement Scheme.

1.1.14 ‘Ecological Enhancement Scheme’ means a detailed scheme for the ecological enhancement of the Site which shall include specifications and a site plan detailing native planting including hedgerows, wildlife habitat within and adjacent to the balancing pond, in-built features for nesting birds and roosting bats and measures to maintain connectivity for species such as hedgehog.

1.1.15 ‘Ecological Management Plan’ means a plan to be submitted to and approved in writing by the District Council, which identifies:

(i) the future management and maintenance requirements of the Shared Ecological Enhancement Features

(ii) the proposed on-going maintenance operations for the Shared Ecological Enhancement Features specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Shared Ecological Enhancement Features

(iii) the proposed means of funding the on-going maintenance and management of the Shared Ecological Enhancement Features in accordance with the Ecological Management Plan by the Owner and where one is formed (in respect of the Shared Ecological Enhancement Features only) the Management Company

(iv) a mechanism for the periodic review with the District Council and where necessary amendment of the Ecological Management Plan.

1.1.16 ‘Expert’ means a person of relevant technical expertise appointed by the parties or by the President for the time being of the Royal Institution of Chartered Surveyors pursuant to clause 14 (Dispute Resolution).

1.1.17 ‘Green Histon Contribution’ means the sum of £9,620 (nine thousand six hundred and twenty pounds) payable as a contribution towards the costs of the County Council’s local highway improvement scheme at The Green junction in Histon.

1.1.18 ‘the Healthcare Contribution’ means the sum of £80,220 (eighty thousand two hundred and twenty pounds) payable towards the costs of extension, refurbishment or reconfiguration or relocation of the existing health service general practices with
Cottenham including without limitation an extension to Telegraph Street Surgery and/or new health services

1.1.19 'Highways Capital Contribution' means together the Bus Stop Capital Contribution, the Green Histon Contribution and the Water Lane/Oakingham Road Contribution

1.1.20 'Highways Maintenance Contribution' means together the Bus Stop Maintenance Contribution and the Rampton Road Contribution

1.1.21 'Household Waste Contribution' means the sum calculated using the following formula:

\[(A \times £73.50) + (B \times £150)\]

Where

A is the aggregate number of Dwellings referred to in the reserved matters approval(s) relating to the Planning Permission that is/are implemented for the purpose of S.56(4) of the 1990 Act that are also houses or bungalows; and

B is the aggregate number of Dwellings referred to in the reserved matters approval(s) relating to the Planning Permission that is/are implemented for the purpose of S.56(4) of the 1990 Act that are also flats or maisonettes payable as a contribution towards the provision of household waste receptacles to serve the Development.

1.1.22 'the Index' means the All In tender Price Index or the General Building Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation (whichever index shall show the greatest increase over the relevant period)

1.1.23 'Indoor Community Space Contribution' means the sum of £197,000 (one hundred and ninety seven thousand pounds) payable as a contribution towards the costs of the provision of a new village hall in Cottenham

1.1.24 'Interest' means interest at 5% above the base lending rate of National Westminster Bank plc from time to time

1.1.25 'Libraries Contribution'

Means the sum of thirty thousand and ten pounds (£30,010.00) payable as a contribution towards the costs of the provision and improvement of library and life-long learning services at Cottenham Library

1.1.26 'Option Agreement' means an option agreement relating to 117 Rampton Road, Cottenham dated 14 December 2015 made between (1) the Second Owner and (2) the Promoter

1.1.27 'Management Company' means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland
and whose primary objects require it to maintain and renew the Open Space the Archaeological Protection Area and the Shared Ecological Enhancement Features

1.1.28 ‘Management Plan’ means a scheme to be submitted to and approved in writing by the District Council, which identifies:

(i) the future management and maintenance requirements of the Open Space and Archaeological Protection Area

(ii) the proposed on-going maintenance operations for the Open Space and the, Archaeological Protection Area specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space and the Archaeological Protection Area

(iii) the proposed means of funding the on-going maintenance and management of the Open Space and the Archaeological Protection Area in accordance with the Management Plan by the Owner and where one is formed pursuant to the provisions of this deed the Management Company

(iv) a mechanism for the periodic review with the District Council and where necessary amendment of the Management Plan

1.1.29 ‘Monitoring Fee’ means the sum of £3,000 (three thousand pounds) payable as a contribution towards the costs of monitoring the owner’s obligations under this deed

1.1.30 ‘to Occupy’ means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation' and 'Occupied' shall be construed accordingly

1.1.31 ‘Off-Site Leisure Contribution’ means the sum of £75,000 (seventy five thousand pounds) payable as a contribution towards the provision of a multi-use games area serving 8-14 year olds at the recreation ground at Cottenham

1.1.32 ‘the Open Space’ means the informal open space all strategic landscaping and any other landscaping including the Play Areas, a community woodland and a community orchard (which shall include all associated sustainable urban drainage system(s) on the Development which is outside the curtilage of any Dwelling) for use by the general public
to be provided on the Site in accordance with the Planning Permission and the Open Space Works Specification

1.1.33  **the Open Space Works Specification** means a specification for the laying out delivery and future maintenance regime of the Open Space and the Archaeological Protection Area to be agreed in writing between the Owner and the District Council before the Commencement of Development

1.1.34  **Outdoor Sports Contribution** means the sum of £115,000 (one hundred and fifteen thousand pounds) payable as a contribution towards the costs of the provision and/or maintenance and/or improvement of outdoor sports facilities in Cottenham including but not limited to:
- New sports pavilion
- Additional cricket squares
- Pitch drainage
- Floodlights
- The acquisition (including purchase price and legal costs associated therewith) of additional land

1.1.35  **Owner** means the First Owner and the Second Owner jointly and severally

1.1.36  **Party** means any of the parties to the deed and ‘parties’ shall be construed accordingly

1.1.37  **Phase of Development** means a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject

1.1.38  **the Play Areas** means a local equipped area for play ("LEAP") and a trim trail ("Trim Trail") (with a minimum of seven (7) pieces of adult fitness equipment and a minimum of five (5) pieces of children's fitness equipment) and a street snooker table for use by the general public to be provided on the Site in accordance with the Planning Permission

1.1.39  **the Plan** means the plan attached to this deed and marked ‘Application Boundary’

1.1.40  **the Planning Permission** means the outline planning permission subject to conditions to be granted by the District Council pursuant to the Application

1.1.41  **Primary Education Contribution** means the sum of £715,500 (seven hundred and fifteen thousand five hundred pounds) payable as a contribution towards the costs of building a new single form entry primary school facility at Cottenham Primary School

1.1.42  **the Promotion Agreement** means a promotion agreement dated 6 November 2015 in respect of the Site made between Norman Robert Gautrey Owen William Clarke Doris Lilian Gautrey and the Promoter
1.1.43 ‘Qualifying Dwelling’ means a Dwelling that is not required by the Planning Permission to be used in accordance with class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and ‘Qualifying Dwellings’ shall be construed accordingly.

1.1.44 ‘Rampton Road Contribution’ means the sum £38,661.70 (thirty eight thousand six hundred and sixty one pounds and seventy pence) payable as a contribution towards the costs of maintaining the highway toucan crossing facility at Rampton Road to be provided pursuant to the Planning Permission.

1.1.45 ‘Reserved Matters Approval’ means the reserved matters approval or approvals in respect of the Planning Permission PROVIDED THAT where more than one reserved matters approval is obtained for the purpose of calculating financial contributions due under terms of this deed it shall mean the reserved matters approval implemented for the purposes of Section 56(4) of the 1990 Act.

1.1.46 ‘Shared Ecological Enhancement Features’ means all Ecological Enhancement Features located on the Site pursuant to the Ecological Enhancement Scheme which are outside the curtilage of any Dwelling.

1.1.47 ‘the Site’ means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1.

1.1.48 ‘Water Lane/Oakingham Road Contribution’ means the sum of £6,000 (six thousand pounds) payable as a contribution towards the costs of a local highway improvement scheme at Water Lane/ Oakington Road Junction.

1.2 Interpretation

1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.

1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

1.2.4 Wherever 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 unless there is an express provision otherwise.
1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

1.2.6 Save in respect of clause 12 (Indemnity) references to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the District Council and the County Council the successors to their respective statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

2. Legal basis

2.1 This deed is made pursuant to the 1990 Act section 106 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011

2.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the District Council and the County Council as local planning authorities

3. Conditions, duration and enforcement

3.1 Conditions precedent

The obligations contained in this Deed are conditional upon:

3.1.1 the grant of the Planning Permission, and
3.1.2 the Commencement of Development

save for the provisions of clauses 6 (Provisions of Immediate Effect), 9 (legal costs) and 12 (Indemnity) and any other relevant provisions which shall come into effect immediately upon completion of this Deed

3.2 Duration

3.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.
3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.3 Other development

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) granted (whether or not on appeal) after the date of this deed.

3.4 Non-enforcement

3.4.1 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees.

3.4.2 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

4. Covenants

4.1 The Owner covenants with the District Council as set out in Schedule 2.

4.2 The Owner covenants with the County Council as set out in Schedule 3

4.3 The District Council covenants with the Owner as set out in Schedule 5.

4.4 The County Council covenants with the Owner as set out in Schedule 6.

5. The Promoter

5.1 The Promoter acknowledges and declares that:

5.1.1 this deed has been entered into by the Owner with its consent, and

5.1.2 the Site shall be bound by the obligations contained in this deed.

6. Provisions of immediate effect

6.1 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999
6.2 The Owner agrees with the District Council and the County Council to give the District Council and the County Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

7. Notices

7.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

7.2 The address for any notice or other written communication shall be within the United Kingdom.

7.3 A notice or communication shall be served or given:

7.3.1 on the First Owner at the addresses given at the beginning of this Deed or such other address as shall be notified in writing to the District Council and the County Council from time to time, and

7.3.2 on the Second Owner at the address given at the beginning of this Deed or such other address as shall be notified in writing to the District Council and the County Council from time to time, and

7.3.3 on the Promoter at its registered office from time to time, or such other address as shall be notified in writing to the District Council and the County Council from time to time, marked for the attention of Gladman Legal Department.

7.3.4 on the District Council at the address given at the beginning of this Deed or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Section 106 Monitoring Officer

7.3.5 on the County Council at the address given at the beginning of this Deed or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Head of Growth and Economy

8. Local land charge

This deed shall be registered as a local land charge by the District Council
9. **Legal Costs**

The Owner shall pay to the District Council and the County Council prior to completion of this deed its reasonable and proper legal costs incurred in the preparation negotiation and completion of this deed.

10. **Jurisdiction and legal effect**

10.1 This deed shall be governed by and interpreted in accordance with the law of England.

10.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

10.3 No waiver (whether expressed or implied) by the District Council (or the County Council) 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 District Council (or the County Council) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10.4 The provisions of this deed (other than this clause 10.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

11. **Indexation, interest and VAT**

11.1 Any sum to be paid to the District Council under Schedule 2 or the County Council under Schedule 3 shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid.

11.2 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

11.3 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax properly payable.

12. **Indemnity**

12.1 The Promoter (to the extent that the First Owner has not been released from the planning obligations set out in this deed pursuant to clause 3.2.2 of this deed) hereby indemnifies and shall keep indemnified the First Owner during the term of the Promotion Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the First Owner under this deed and any breach or non-performance.
of those obligations PROVIDED THAT this clause shall not be for the benefit of any successor in title
to the Owner pursuant to a Disposal as defined in the Promotion Agreement.

12.2 The Promoter (to the extent that the Second Owner has not been released from the planning
obligations set out in this deed pursuant to clause 3.2.2 of this deed) hereby indemnifies and shall
keep indemnified the Second Owner during the term of the Option Agreement against all or any
actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands
arising from the obligations of the Second Owner under this deed and any breach or non-
performance of those obligations.

13. Reasonableness

Any notice consent or approval to be given pursuant to the terms of this Deed by any Party shall not
be unreasonably withheld or delayed and the parties to this Deed hereby agree to act reasonably in
carrying out their functions obligations and covenants as described in this Deed provided that the
neither the District Council nor the County Council shall not be required thereby or by any provision
of this Deed to act otherwise than in accordance with its statutory function.

14. Dispute Resolution

14.1 If any dispute arises between any or all of the parties with respect to a matter falling for
determination under this deed (other than over an issue of law or interpretation of this deed), and
the dispute persists six (6) weeks after it is raised in writing by any party then

14.1.1 the dispute may at the instance of any disputing party be referred to an Expert;

14.1.2 in the absence of agreement within twenty one (21) days of the notice invoking this clause,
then the disputing party (ies) may seek nomination of an Expert by the President for the
time being of the Royal Institution of Chartered Surveyors and nomination shall be final.

14.2 An Expert shall;

14.2.1 not be liable in the making of his or her decision save to the extent in law as provided in
relation to the decisions of an expert;

14.2.2 give each disputing party the opportunity to comment on the representations of the other

14.2.3 make a decision that is final and conclusive as between the disputing parties to such
dispute (except in regard to matters of law or in the case of manifest error); and
14.2.4 be replaced by a fresh appointee in the event of him or her becoming at any time unable or unwilling for any reason to proceed to discharge his or her functions such fresh appointee to be appointed in the manner prescribed in clause 14.1; and

14.2.5 make his or her decision within six (6) weeks of being appointed.

14.3 The costs of appointing an Expert under clause 14.1 shall be shared equally by the parties involved in the dispute except where the Expert takes the view that one party has acted unreasonably in which case the Expert shall have binding discretion as to apportionment of those costs.

IN WITNESS of which the Parties have executed this deed as a deed and delivered it the day and year first before written.
<table>
<thead>
<tr>
<th>Number</th>
<th>Title Number</th>
<th>Description of Site</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TBC (Formerly part of title number CB390014)</td>
<td>Land at Rampton Road Cottenham Cambridge edged blue on the plan to the transfer dated 23 January 2017 made between (1) Doris Lilian Gautrey Norman Robert Gautrey and Owen William Clarke and (2) Norman Robert Gautrey, Owen William Clarke, Linda Ann Mynott and Martin Paul Gautrey</td>
<td>Norman Robert Gautrey, Owen William Clarke, Linda Ann Mynott and Martin Paul Gautrey</td>
</tr>
<tr>
<td>2</td>
<td>CB409362</td>
<td>Land Lying to the south-west of Rampton Road Cottenham Cambridge</td>
<td>Norman Robert Gautrey, Owen William Clarke, Linda Ann Mynott and Martin Paul Gautrey</td>
</tr>
<tr>
<td>3</td>
<td>CB409363 (part)</td>
<td>Land Lying to the south-west of Rampton Road Cottenham Cambridge</td>
<td>Doris Lilian Gautrey</td>
</tr>
<tr>
<td>4</td>
<td>CB412755</td>
<td>117 Rampton Road Cottenham Cambridge CB24 8TJ</td>
<td>Vera Margaret Norman</td>
</tr>
</tbody>
</table>
SCHEDULE 2

The Owner's Covenants with the District Council

1. Progress of development

The Owner shall notify the District Council:

1.1 upon the Commencement of Development and
1.2 upon first Occupation of the first Dwelling to be Occupied
1.3 upon the Occupation of the forty ninth (49th) Dwelling to be Occupied
1.4 upon the Occupation of the seventy fourth (74th) Dwelling to be Occupied
1.5 upon the Occupation of the ninety fourth (99th) Dwelling to be Occupied
1.6 upon the Occupation of the Dwelling which equates to forty nine per cent (49%) of the Dwellings comprising the Development
1.7 upon the Occupation of the Dwelling which equates to ninety nine per cent (99%) of the Dwellings comprising the Development

2. Payment of contributions

2.1 The Owner shall pay the Off-Site Leisure Contribution to the District Council prior to the first Occupation of the seventy fifth (75th) Dwelling to be Occupied and shall not Occupy nor permit the Occupation of more than seventy four (74) Dwellings until the Off-Site Leisure Contribution has been paid to the District Council

2.2 The Owner shall pay the Monitoring Fee to the District Council within fourteen (14) days of the Commencement of Development

2.3 The Owner shall pay the Healthcare Contribution the Outdoor Sports Contribution and the Burial Space Contribution to the District Council prior to the first Occupation of the fiftieth (50th) Dwelling to be Occupied and the Owner shall not Occupy nor permit the Occupation of more than forty nine (49) Dwellings until the Healthcare Contribution the Outdoor Sports Contribution and the Burial Space Contribution has been paid to the District Council
2.4 The Owner shall pay the Indoor Community Space Contribution to the District Council prior to the first Occupation of the fiftieth (50th) Dwelling to be Occupied and the Owner shall not Occupy nor permit the Occupation of more than forty nine (49) Dwellings until the Indoor Community Space Contribution has been paid to the District Council.

2.5 The Owner shall pay the Household Waste Contribution to the District Council prior to the first Occupation of the first (1st) Dwelling to be Occupied and shall not Occupy nor permit the Occupation of any Dwelling until the Owner has paid the Household Waste Contribution to the District Council.

2.6 The Owner shall pay the Community Transport Contribution to the District Council prior to the first Occupation of 50 Dwellings and the Owner shall not Occupy nor permit the Occupation of more than 49 Dwellings until the Community Transport Contribution has been paid to the District Council.

3. **Archaeological Protection Area Open Space transfer and works**

3.1 Prior to Commencement of Development to submit to the District Council for approval the Open Space Works Specification and the Management Plan.

3.2 Prior to Commencement of Development to submit to the District Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space and the Archaeological Protection Area.

3.3 Not to permit or allow the Occupation of more than fifty per cent (50%) of the Dwellings on any Phase of Development until any Open Space to be located on that Phase of Development has been provided and/or constructed (as appropriate) in complete accordance with the Open Space Works Specification.

3.4 Not to permit the Occupation of more than ninety five per cent (95%) of the Dwellings until the Open Space and Archaeological Protection Area has been transferred to the Management Company in accordance with the details approved by the District Council under the Management Plan and on the terms set out in Schedule 4.
3.5 To procure that in the transfer of each Dwelling the buyer or in the case of a leasehold disposal for a term of 125 years or more the lessee of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:

(i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the Open Space and the Archaeological Protection Area in accordance with the Management Plan; and

(ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer/lessee shall enter into direct covenants with the Management Company in the form of paragraphs 3.5 (i) and 3.5 (ii) of Schedule 2

3.6 Not to amend the Management Plan without the District Council’s written consent

3.7 Not to wind up the Management Company or alter its constitution without the prior written consent of the District Council unless the whole of the Development shall have been demolished or unless the District Council have otherwise first agreed in writing

3.8 Once the Open Space and the Archaeological Protection Area have been laid out in accordance with the Open Space Works Specification and until such time as the transfer of the Open Space and the Archaeological Protection Area have been completed in accordance with paragraph 3.4 of this Schedule 2 at the Owner’s cost to manage and maintain the Open Space and the Archaeological Protection Area in accordance with the Management Plan and not to allow the Open Space to be used for any purpose other than public recreation and amenity and not to allow the Archaeological Protection Area to be used otherwise than in accordance with the Planning Permission.

4. Ecology

4.1 Prior to the Commencement of Development the Owner shall submit to the District Council for approval the Ecological Enhancement Scheme and the Ecological Management Plan

4.2 The Owner shall not Commence Development or permit the Commencement of Development until the Ecological Enhancement Scheme and the Ecological Management Plan have been approved in writing by the District Council
4.3 Prior to the Commencement of Development the Owner shall submit to the District Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Shared Ecological Enhancement Features.

4.4 To implement the agreed Ecological Enhancement Scheme in accordance with its terms.

4.5 To procure that in the transfer of each Dwelling the buyer or in the case of a leasehold disposal for a term of 125 years or more the lessee of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:

(i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the Shared Ecological Enhancement Features in accordance with the Ecological Management Plan; and

(ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer/lessee shall enter into direct covenants with the Management Company in the form of paragraphs 4.5(i) 4.5 (ii) of Schedule 2

(iii)

4.6 The Owner shall not to amend the Ecological Management Plan without the District Council’s written consent.

4.7 The Owner shall not wind up the Management Company or alter its constitution without the prior written consent of the District Council unless the whole of the Development shall have been demolished or unless the District Council have otherwise first agreed in writing.

4.8 Once the Shared Ecological Enhancement Features have been laid out in accordance with the Ecological Enhancement Scheme the Owner shall manage and maintain the Shared Ecological Enhancement Features in accordance with the Ecological Management Plan.
SCHEDULE 3
The Owner’s Covenants with the County Council

1. Progress of development

The Owner shall notify the County Council:

1.1  upon the Commencement of Development, and
1.2  upon Occupation of the first (1st) Dwelling to be Occupied

2. Payment of contributions

Early Years Education Contribution

2.1  The Owner shall pay the Early Years Education Contribution to the County Council in the following instalments:
   2.1.1  25% prior to the Commencement of Development
   2.1.2  A further 25% prior to the first Occupation of the first Dwelling to be Occupied
   2.1.3  the balance prior to the first Occupation of 50% of the Dwellings

2.2  The Owner shall not Commence Development nor permit the Commencement of Development until the payment referred to at paragraph 2.1.1 above has been made

2.3  The Owner shall not Occupy nor permit the Occupation of any Dwelling until the payment referred to at paragraph 2.1.2 above has been made; and

2.4  The Owner shall not Occupy nor permit the Occupation of more than 49% of the Dwellings until the payment referred to at paragraph 2.1.3 above has been made

Primary Education Contribution

2.4  The Owner shall pay the Primary Education Contribution to the County Council in the following instalments:

   2.4.1  25% prior to the Commencement of Development
   2.4.2  A further 25% prior to prior to the first Occupation of the first Dwelling to be Occupied
   2.4.3  the balance prior to the first Occupation of 50% of the Dwellings
2.5 The Owner shall not Commence Development nor permit the Commencement of Development until the payment referred to at paragraph 2.4.1 above has been made.

2.6 The Owner shall not Occupy nor permit the Occupation of any Dwelling until the payment referred to at paragraph 2.4.2 above has been made; and

2.7 The Owner shall not Occupy nor permit the Occupation of more than 49% of the Dwellings until the payment referred to at paragraph 2.4.3 above has been made.

**Libraries Contribution**

2.8 The Owner shall pay the Libraries Contribution prior to the Occupation of the 128th Dwelling and shall not Occupy nor permit the Occupation of the 129th Dwelling until the Libraries Contribution has been paid to the County Council.

**Highways Capital Contribution**

2.9 The Owner shall pay the Highways Capital Contribution to the County Council prior to the Commencement of Development and shall not Commence Development nor permit the Commencement of Development until the Highways Capital Contribution has been paid to the County Council.

**Highways Maintenance Contribution**

2.10 The Owner shall pay the Highways Maintenance Contribution prior to the Occupation of any Dwelling and shall not Occupy nor permit the Occupation of any Dwelling until the Highway Maintenance Contribution has been paid to the County Council.
SCHEDULE 4

Provisions relating to the transfer of the Open Space and the Archaeological Protection Area

The transfer of the Open Space and the Archaeological Protection Area to the Management Company shall:

i. be a transfer of the entire freehold interest of the Open Space and the Archaeological Protection Area

ii. be free from any pre-emption or option agreement

iii. be free from any mortgage, charge, lien or other such incumbrance

iv. be free from any lease, licence or any other third party interests

v. be subject to a covenant which (in the case of the Open Space) prohibits the use of the Open Space for any purpose other than for public recreation and amenity subject to the right of the Management Company to construct any buildings or other structures ancillary to such use or (in the case of the Archaeological Protection Area) prohibits the use of the Archaeological Protection Area for any purpose other than as an archaeological protection area in accordance with the Planning Permission

vi. (in the case of the Open Space only) include free of consideration all usual and necessary rights of way with or without vehicles for the benefit of the Open Space

vii. (in the case of the Open Space only) reserve free of consideration in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space

viii. (in the case of the Open Space only) reserve free of consideration in favour of the Owner the right to lay and use new services subject to the prior written agreement of the District Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same

ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Open Space and the Archaeological Protection Area

x. not require consideration in excess of one pound (£1)

xi. contain a covenant for the benefit of the District Council that the Management Company shall manage and maintain the Open Space and the Archaeological Protection Area in accordance with the approved Management Plan this Deed and the Planning Permission
SCHEDULE 5
The District Council’s Covenants

1. The District Council hereby covenants with the Owner to use all contributions received by it from the Owner under the terms of this deed for the purposes specified in this Deed for which they are to be paid.

2. The District Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the contributions received by it from the Owner under the terms of this deed within ten (10) years from the date of receipt of the same in accordance with this deed (time being of the essence thereof) then the contribution concerned or unexpended proportion thereof (as the case may be) shall become repayable on demand to the Owner PROVIDED ALWAYS that if before the expiry of the said ten (10) year period there is any contract or contracts in existence to which the said contribution is attributable in the absolute discretion of the District Council which contract or contracts shall be completed after the expiry of the said ten (10) year period any sum to be repaid to the Owner shall be repaid following payment of the final account in respect 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 infrastructure pursuant to such contract or contracts.

3. The District Council hereby further covenants with the Owner that it shall if requested by the Owner produce to the Owner within fifty six (56) days of such request a statement of account as to how the contributions received by it from the Owner under the terms of this deed or any part thereof shall have been applied.

4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this deed when satisfied that such obligations have been performed.
SCHEDULE 6

The County Council's Covenants

1. The County Council hereby covenants with the Owner to use all contributions received by it from the Owner under the terms of this deed for the purposes specified in this deed for which they are to be paid.

2. The County Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the contributions received by it from the Owner under the terms of this deed within ten years from the date of receipt of the same in accordance with this deed (time being of the essence thereof) then the contribution concerned or unexpended proportion thereof (as the case may be) shall become repayable on demand to the Owner PROVIDED ALWAYS that if before the expiry of the said ten year period there is any contract or contracts in existence to which the said contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Owner shall be repaid following payment of the final account in respect 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 infrastructure pursuant to such contract or contracts.

3. The County Council hereby further covenants with the Owner that it shall if requested by the Owner produce to the Owner within 56 days of such request a statement of account as to how the contributions received by it from the Owner under the terms of this deed or any part thereof shall have been applied.
SIGNED AS A DEED by
DORIS LILIAN GAUTRE
In the presence of:

Witness name:
Witness address:

Occupation:

SIGNED AS A DEED by
OWEN WILLIAM CLARK
In the presence of:

Witness name:
Witness address:

Occupation:
SIGNED AS A DEED by
NORMAN ROBERT GAUTREY
In the presence of:

Witness name: ........................................
Witness address: ........................................

Occupation: ........................................

OR

SIGNED AS A DEED by OWEN WILLIAM CLARKE as attorney for

NORMAN ROBERT GAUTREY under a power of attorney dated 30 March 2017 relating to the land referred to in row number 1 of Schedule 1 to this Deed

In the presence of:

Witness name: ........................................
Witness address: ........................................

Occupation: ........................................
SIGNED AS A DEED by OWEN WILLIAM CLARKE as attorney for

NORMAN ROBERT GAUTREY under a power of attorney dated 30 March 2017 relating to the land referred to in row number 2 of Schedule 1 to this Deed

In the presence of:

Witness name: ..................................................

Witness address: ..................................................

..............................................................

Occupation: ....................................................

SIGNED AS A DEED by

MARTIN PAUL GAUTREY

In the presence of:

Witness name: ..................................................

Witness address: ..................................................

..............................................................

Occupation: ....................................................
EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
acting by

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

OR

Gladman Legal Department
Gladman House Alexandria Way
Congleton Cheshire CW12 1LB

Solicitor
Signed as a deed by 
and 
as attorney for **GLADMAN DEVELOPMENTS LIMITED**
under a power of attorney dated 6 September 2016

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as attorney for **GLADMAN DEVELOPMENTS LIMITED**
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as attorney for **GLADMAN DEVELOPMENTS LIMITED**

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both in the presence of:
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Signature of Witness
Name of Witness
Address of Witness

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Gladman Legal Department
Gladman House
Alexandria Way
Congleton Business Park
Congleton Cheshire
CW12 1LB

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Occupation of Witness
The **COMMON SEAL** of **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** was hereunto affixed in the presence of:

for Chief Executive

The **COMMON SEAL** of **CAMBRIDGESHIRE COUNTY COUNCIL** affixed in the presence of:

Authorised Signatory