

## **RE: DARWIN GREEN PHASE I - COMMUNITY FACILITY HANDOVER PROCESS DISCUSSION [BARRATT REDROW - CAMBRIDGE CITY COUNCIL]**

Thank you for your time this morning, which I felt was an extremely useful discussion

To assist, I have summarised what was discussed / agreed below

### **TRANSFER OF COMMUNITY FACILITIES – PRINCIPLES**

The following assets will be transferred to the City Council as ‘freehold’

The transfer documentation will include an agreed period of ‘defect liability’ during which Barratt Redrow will rectify defects back to a condition as specified

General maintenance items will be rectified by the City Council, funded via the Section 106 Maintenance Payment obligations

### **TIMESCALE OF TRANSFER**

#### **Allotment – Parcel BDW2, Multi Use Games Area, and Neighbourhood Equipped Area of Play**

1. Ian Ross, to establish the available capacity of the City Council’s legal support. Alternative Legal support maybe identified as required and instructed to act on behalf of the City
2. Details of Legal support to be shared
3. Legal documentation to be issued to the City Council Legal Section for review, comment, and agreement
4. Documentation / drawing , together with the associated handover manual pack
5. Transfer to take place on or before the end of January 2026

#### **Tennis Courts**

6. The Contractor responsible for the design and construction has been contacted in relation to the defects identified by the City Council
7. The Contractor is to inspect the tennis courts and produce a “Defects and Rectification report”
8. The City Council is to meet with Barratt Redrow / Contractor to review the report and agree the appropriate works to resolve the defects
9. The City Council is to meet with Barratt Redrow / Contractor to review the remediated works, agreeing that they have resolved the issue
10. The Transfer of the Tennis Courts is to then follow the processes as identified in items 1 > 4
11. The Transfer is to take place within 1 month of the successful completion of the remedial works

#### **Central Park & Sports Pavilion**

12. The Park will remain available for informal use by the public
13. The transfer and opening of the Sport Pavilion, will align with the transfer of the park area.
14. The Sport Pavilion will not be available to the public until the Central Park is open, save for the area of parking provided.

15. Barratt Redrow will [where possible] accommodate works suggested by the Cricket Club to progress the quality of the Cricket Square to a point of being usable as a sport facility [this will be at the Cost of the City Council or the Cricket club]
16. The required Anglian Water “Formal Deed of Grant of Easement”, will be progressed and executed, before the Central Park area will be transferred to the City [Programme has assumed this will take 6 months]
17. The Transfer of the Central is to then follow the processes as identified in items 1 > 4
18. The Transfer is to take place within 1 month of the execution of Anglian Water’s “Formal Deed of Grant of Easement”

### **Misuse of Central Park and other Areas of Open space**

Agreement to monitor the issue before any additional measures to mitigate the potential risk of travellers taking over areas of open space will be required  
Barratt Redrow are not required to alter / change the approved, delivered facility

### **FUTURE DELIVERABLES**

Barratt Redrow, is to produce and share a programme of delivery and transfer of all on-site community facilities, including areas of play and open space

### **LOCAL CENTRE PLAZA**

Ian Ross, is to check with the City’s Environmental Health department to see if any progress has been made to identify the unauthorised users

A meeting is to be organised to review the way forward, with the aim to maintain the spaces value for legal and regulated trade / uses

To include Community Officer, Community Centre Manager, City Council, Councillors, & Barratt Redrow.

With kind regards

*Andrew*

**Andrew Maclaren**

Project Manager

DWH South Midlands

**Schedule 20**  
**Open Space Draft Transfer**



Land Registry  
Transfer of part of registered title(s)

TP'

1 Title number(s) out of which the property is transferred:

[ ] \*

*\*delete as applicable*

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

Part of the land lying between Huntingdon Road and Histon Road Cambridge (known as the NIAB site) **[Allotments, Central Park, Ecology Park, Green Corridors, Linear Park, Pocket Parks, Central/Civic Square, Children and Youth Provision and Sports Provision**

The property is identified

on the attached plan(s) and shown: edged red

on the title plan(s) of the above titles and shown:

4 Date:

5 Transferor:

[ ]

5.1.1.1.1.1 For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

5.1.1.1.1.2

5.1.1.1.1.3 For overseas companies

(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

6 Transferee for entry in the register:

**Cambridge City Council**

5.1.1.1.1.4 For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

5.1.1.1.1.5 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:

The Guildhall Cambridge Cambridgeshire CB2 3QJ

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): One Pound (£1)
  
- 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 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

12.1.1 "**Dwelling**" has the meaning set out in the Section 106 Agreement

12.1.2 "**Encumbrances**" means the covenants, easements, restrictions, stipulations and other matters contained on the property and/or charges registers of the title number(s) set out in panel 1 of this Transfer (save for any financial charges)

12.1.4 "**the Permitted Use**" means the use for recreation social or community purposes and parking ancillary to that use

12.1.5 "**the Retained Land**" means the land now registered with title number(s) [ ] other than the Property

12.1.6 "**Services**" means the supply of water electricity gas radio television telephone and the disposal of foul and surface water

12.1.7 "**Service Media**" means the sewers channels drains pipes watercourses mains wires cables pillars turrets aerials amplifiers receivers poles soakaways turrets and any other apparatus for the transmission of the Services

12.1.8 "**the Section 106 Agreement**" means an agreement dated the [ ] day of [ ] 20 made between Cambridge City Council (1) Cambridgeshire County Council (2) South Cambridgeshire District Council (3) National Institute of Agricultural Botany (4) The Master Fellows and Scholars of St Catharine's College (5) The Master Fellows and Scholars of Christ's College and Lady Frances Sidney Sussex (6) Chivers Farms Limited (7) Chivers Farming LLP (8) BDW Trading Limited (9) Anbeca Limited (10) The Trustees of AB Atkins Trust (11) The Master Fellows and Scholars of St Catharine's College (12) and The Master Fellows and Scholars of Christ's College (13)

12.1.9 "**the Transferee**" means the party named in panel 6 of this Transfer or the owner from time to time of the Property

12.1.10 "**the Transferor**" means the party named in panel 5 of this Transfer or the owner from time to time of the Retained Land

12.2 The parties to this Transfer do not intend that any term of this Transfer shall be enforceable by any person who is not a party to this Transfer by virtue of the Contracts (Rights of Third Parties) Act 1999

12.3 The Transferor recognises that the Transferee is subject to legal duties which may require disclosure of information under the Freedom of Information Act 2000 relating to this Transfer unless any exemption applies

12.4 **Rights granted in fee simple with full title guarantee for the benefit of the Property and each and every part thereof**

12.4.1 Pending adoption as public highway maintainable at public expense and subject to any restrictions imposed by the Highways Authority, the right for the Transferee and its successors in title and the owners and occupiers for the time being of the Property and persons authorised by the Transferee or any of them at all times by day or night to pass and re-pass with or without motor vehicles to and from the Property over the roads and on foot only over the footpaths which are now or shall at any time be constructed on the Retained Land for the purpose of access to and egress from the Property for the Permitted Use provided that in cases of emergency and/or in cases where the roads and footpaths become temporarily obstructed or impassable the persons exercising such rights shall be entitled to use such alternative routes across the Retained Land which the Transferor shall make available and the Transferor shall use all reasonable endeavours to reinstate the roads and footpaths as soon as reasonably practicable

12.4.2 The right for the Transferee and the owners and occupiers for the time being of the Property and persons authorised by the Transferee or any of them on giving not less than fourteen (14) days' prior written notice (save in the case of an emergency when no notice shall be required) to enter upon the roads and footpaths constructed on the Retained Land and / or the roadways and footpaths to be constructed pursuant to the Section 106 Agreement and on any other part of the Retained Land (other than a Dwelling or any other building and its curtilage) in each case as is reasonably necessary with or without workmen materials and specialist services for the purposes of inspecting repairing maintaining and renewing any Service Media the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good as soon as reasonably practicable any damage caused to the Retained Land and any buildings or fixtures thereon to the Transferor's reasonable satisfaction PROVIDED THAT the person exercising the right shall:

12.4.2.1 carry out any works in a proper and workmanlike manner;

12.4.2.2 agree a programme for the time or times for entry and carrying out the work with the owners and occupiers of the Retained Land (such agreement not to be unreasonably withheld or delayed)

taking into account the proper and reasonable requirements of the owner and occupiers of the Retained Land;

12.4.2.3 complete the work as soon as reasonably practicable; and

12.4.2.4 reimburse the owners and occupiers of the Retained Land for any costs fees or expenses which such owners and occupiers of the Retained Land may reasonably and properly incur consequent upon or in connection with the exercise of the rights of entry

12.4.3 The right of subjacent and lateral support shelter and protection for the Property and any building on the Property from the Retained Land and any building on the Retained Land

12.4.4 The right of free and uninterrupted passage and running of the Services or any other services or supplies to or from the Property through over and along the Service Media now or at any time on under or over the Retained Land and serving the Property for the use and enjoyment of the Property and the right to connect to and use such Service Media

12.5 **Rights excepted and reserved in fee simple for the benefit of the Retained Land owned by the Transferor and each and every part thereof for the Transferor its successors in title and the owners and occupiers for the time being of the Retained Land and granted by the Transferee for the benefit of the Retained Land owned by the other landowners**

12.5.1 Subject to complying with paragraph 12.5.3. the right to enter onto the Property on giving not less than fourteen (14) days' written notice (except in case of emergency when no notice shall be required) with or without workmen materials and specialist services for the purposes of:

12.5.1.1 laying new Service Media in such position and in such manner as shall previously have been approved in writing by the Transferee such approval not to be unreasonably withheld or delayed provided that in the case of the installation of high voltage cables the Transferee's approval may reasonably be withheld where such high voltage cables are other than subterranean or not otherwise in accordance with all statutory requirements as to depth and location of such high voltage cables

12.5.1.2 for the purposes of complying with its obligations under the Section 106 Agreement

12.5.2 Subject to complying with paragraph 12.5.3 the right on giving not less than fourteen (14) days' prior written notice (save in the case of an emergency when no notice shall be required) to enter the Property with or without workmen materials and specialist services for the purposes of repairing maintaining renewing diverting and re-routing re-positioning and relaying along the same route or removing any such Service Media (and insofar as this shall involve a diversion then approval shall be obtained and the provisions of clause 12.5.1 in that regard shall apply mutatis mutandis)

12.5.3 The rights granted in paragraphs 12.5.1 and 12.5.2 are subject to the person exercising such rights:

12.5.3.1 causing as little damage and inconvenience as reasonably practicable in so doing and making good as soon as reasonably practicable any damage caused to the Property and any buildings fixtures fittings pitches and play areas (as applicable) thereon

12.5.3.2 carrying out any works in a proper and workmanlike manner;

12.5.3.3 save for minor day to day maintenance and cleaning agreeing a programme for the time or times for entry and carrying out any major work with the owners and occupiers of the Property (such agreement not to be unreasonably withheld or delayed) taking into account the proper and reasonable requirements of the owner and occupiers of the Property;

12.5.3.4 completing the work as soon as reasonably practicable; and

12.5.3.5 reimbursing the owners and occupiers of the Property for any costs fees or expenses which such owner and occupiers of the Property may reasonably and properly incur consequent upon or in connection with the exercise of the rights of entry

12.5.4 The right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Retained Land and by so doing so restrict or interrupt the passage of light and air to any buildings from time to time on the Property

12.5.5 The right of subjacent and lateral support shelter and protection for the Retained Land and any building on the Retained Land from the Property and any building on the Property

12.5.6 The right of free and uninterrupted passage and running of the Services or any other services or supplies to or from the Retained Land through over and along the Service Media now or at any time in on under or over the Property for the use and enjoyment of the Retained Land and the right to

connect to and use such Service Media

12.5.7 The right on giving not less than fourteen (14) days prior written notice to enter onto the Property and carry out any necessary reconfiguration and associated works on the Property (first approved by the Transferee such approval not to be unreasonably withheld or delayed) necessary and in connection with the redevelopment of the Retained Land the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing making good as soon as reasonably practicable any damage caused to the Property and any buildings or fixtures thereon to the Transferee's reasonable satisfaction and reimbursing to the Transferee all costs fees expenses losses or damages which the Transferee reasonably incurs as a result of any breach of this sub-clause by the Transferor

12.5.8 Subject to complying with the provisions of paragraph 12.5.3 the right to enter onto the Property to repair, maintain, alter, re-build, decorate, replace, renew and clean any buildings or fences on the Retained Land or boundary structures or party walls between the Retained Land and the Property

12.5.9 The right for the Transferor and its successors in title and the owners and occupiers for the time being of the Retained Land and persons authorised by the Transferor or any of them at all times by day or night (save for those parts of the Property which the Transferee reasonably keeps locked and secure overnight for security purposes) to pass and re-pass to and from the Retained Land over the Property for the purpose of access to and egress from the Property (whether in cases of emergency or otherwise).

## 12.6 **Restrictive Covenants and other covenants by the Transferee**

12.6.1 For the benefit and protection of the [identification of land to benefit to be advised by Transferor at engrossment stage of transfer] and to the intent that the Property and each and every part thereof shall be bound by the same the Transferee hereby covenants with the Transferor [identity to be advised by Transferor at engrossment stage of transfer] that for a period of twelve (12) years from the date hereof it shall not without the consent of the Transferor [identity to be advised by Transferor at engrossment stage of transfer] use the Property or any part thereof for any purpose other than for the Permitted Use

## 12.7 **Positive Covenants by the Transferee**

12.7.1 The Transferee hereby covenants with the Transferor for the benefit of the Retained Land so as to bind the Property that the Transferee will facilitate the supply of Services and the adoption of the roads and footpaths on the Retained Land at no cost to the Transferee, by entering into agreements and/or deeds of grant in such form as the Transferee shall approve (such approval not to be unreasonably withheld or delayed)

12.7.2 If the Property ceases to be used by local residents/members of the public for the use permitted under clause 12.6.1 within ten (10) years of the date hereof then the Transferee will transfer the Property back to the [identity to be advised at engrossment stage] to whom the [identity to be advised at engrossment stage] may direct within a period of eleven (11) years hereafter for the sum of one pound (£1)

12.7.3 The Transferee hereby covenants with the Transferor for the benefit of the Retained Land so as to bind the Property that the Transferee and the Transferee's successors in title to the Property shall procure that any successor in title to the Property shall enter into a direct covenant with the Transferor or the Transferor's successors in title to the whole or the substantially the whole of the Retained Land (which successors shall include successors in title to land forming part of the Retained Land on which roads and footpaths and Service Media have been or are to be constructed) to observe and perform the covenants set out in this clause 12.7 (including for the avoidance of doubt this clause 12.7.3)

12.7.4 The Transferee hereby covenants with the Transferor for the benefit of the Retained Land so as to bind the Property that the Transferee will facilitate the supply of Services and the adoption of the roads and footpaths on the Retained Land at no cost to the Transferee, by entering into agreements and/or deeds of grant in such form as the Transferee shall approve (such approval not to be unreasonably withheld or delayed)

## 12.8 **Encumbrances**

Insofar as the same are subsisting and affect the Property, the Property is transferred subject to and with the benefit of the Encumbrances and the Transferee hereby covenants with the Transferor (by way of indemnity only) that the Transferee and its successors in title will observe and perform the Encumbrances and will indemnify the Transferor against any loss claim demand liability incurred or made against the Transferor as a result of any future non-observance or non-performance on the part of the Transferee and its successors in title

## 12.9 **Declarations**

The Transferor and the Transferee declare that:

12.9.1 The rule in Wheeldon -v- Burrows and Section 62 of the Law of Property Act 1925 shall not apply to this Transfer to include any liberties, privileges, easements, quasi-easements, rights or advantages over or in respect of the Retained Land

12.9.2 Save as otherwise expressly provided in this Transfer neither the

Transferor or the Transferee shall claim against the other any rights of light or air or other easements, rights, or privileges for the benefit of the Property or the Retained Land, as the case may be, except as may be expressly granted or reserved by this Transfer

12.9.3 The easements and rights are granted for the Transferee and the owners and occupiers for the time being of the Property and are exercisable in common with the Transferor and persons to whom the Transferor may grant or has granted similar rights and other persons who may be entitled to use them

12.9.4 The Transferor shall be entitled to divert or vary the roads and footpaths on the Retained Land but the Transferor shall act reasonably and have regard to the needs and requirements of the owners and occupiers of the Property PROVIDED THAT vehicular and pedestrian access shall be maintained to the Property at all times

12.10 **Restriction**

The Transferor and the Transferee jointly request that the Chief Land Registrar enter a restriction on the proprietorship register of the title to the Property in the following form:-

"Except under an Order of the Registrar, no disposition of the land in this title is to be registered unless a certificate is provided duly signed by [ ] or by their Secretary or conveyancer that the provisions of clause 12.7 of a Transfer dated [ ] and made between [ ] (1) and Cambridge City Council (2) have been complied with"

12.11 **Charities Clause**

12.11.1 The land transferred is held by the Transferor, a non-exempt charity, and this disposal is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on dispositions imposed by section 117 to 121 of that Act apply to the land.

12.11.2 The directors of the Transferor being the persons who have the general control and management of its administration certify that:

12.11.2.1 they have power under the provisions establishing the charity and regulating its purpose and administration effect this disposal; and

12.11.2.2 they have complied with the provisions of sections 117 to 121 of the Charities Act 2011 so far as applicable.

13 Execution

Executed as a deed by )  
affixing the **COMMON SEAL** )  
of **CAMBRIDGE** )  
**CITY COUNCIL** )  
in the presence of:- )  
)

Authorised signatory .....

Signed as a deed by ..... and .....  
....., being two directors/trustees  
of ..... , for themselves and, pursuant  
to section 333 Charities Act 2011 for and on behalf of all the other  
directors/trustees, in the presence of:

Director/Trustee.....

Director/Trustee.....

Witness Name.....

Witness Address.....

.....

.....

.....

Witness Occupation.....

**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.

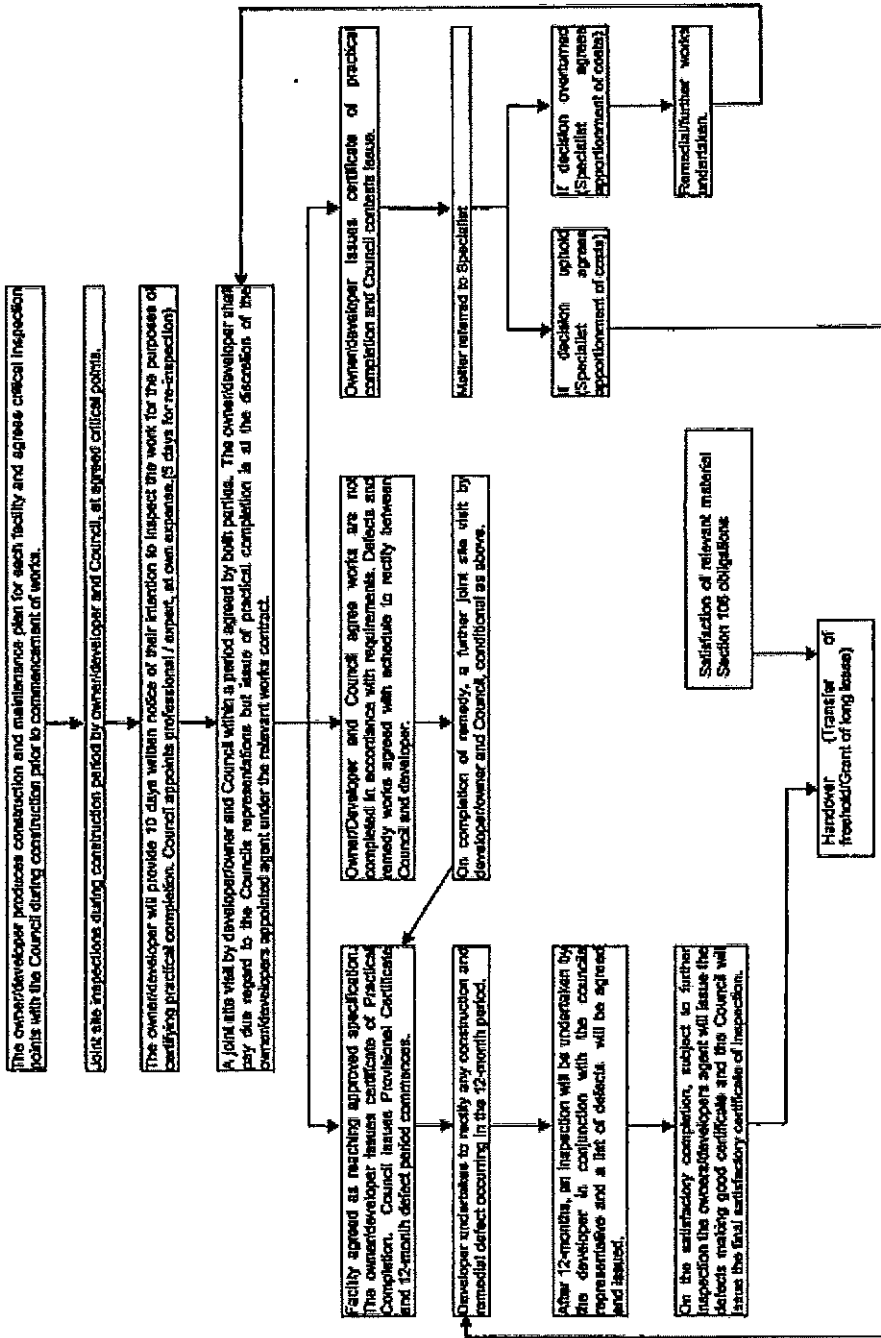
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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.

**Schedule 21**  
**Remedy of Defects and Handover Process**

# Remedy of defect/handover process

## Informal open space/Play areas/Allocments



## Schedule 22

### Formula for Open Space Payments

1. The current cost in the heads of terms schedule is an approximate figure based on the best information at that time to give some input to the viability work. It is based on the design in the indicative masterplan, but as this design may vary through approval of reserved matters the approach in the Section 106 Agreement must be formulaic.
2. The masterplan/parameter plans has been divided up into 7 (seven) different elements of open space which will have slightly different roles with the masterplan design. These are:-
  - 2.1 Allotments (allotment areas in 3 (three) locations around the Development);
  - 2.2 Central/Civic Square (the civic square that will form park of the local centre surrounded by shops/community uses);
  - 2.3 the Central Park (an area made up of both formal and Informal Open Space central to the Development);
  - 2.4 Ecology Park (the area around the Balancing Pond at the north easterly end of the Development);
  - 2.5 Green Corridors (the green fingers that run from the Linear park across the Site);
  - 2.6 Linear Park (the park that runs along the north western edge of the development); and
  - 2.7 Pocket Park (small areas undefined on the masterplan, but will be located within Reserved Matters Applications).
3. Each area will have a particular character, which will define its role within the masterplan, which will in turn require a different cost for management based on what comes forward in the detailed design.
4. For each of the types of open space above a list of elements will be provided and a cost per m<sup>2</sup> given. In submitting the design of the Open Spaces the Developer will have to submit a schedule of sizes of the different elements to enable the management cost to be worked out accurately.

**Part 1**  
**Allotments**

**Character**

3 (three) areas within the Site, focus on local food production.

Proposed features are sheds for storage, water supply/water points, large compost bins, central store for toilets, etc. Clipped boundary hedgerow around the Site with fencing behind, lockable gates and hard surfaced access routes between plots.

**Cost**

| Item                           | Unit          | Annual Rate (£) |
|--------------------------------|---------------|-----------------|
| Hedgerow                       | Square metres | 1.20            |
| Allotment area                 | Square metres | 0.00            |
| Wild Flower Meadow             | Square metres | 0.14            |
| Hardstanding/formal paved area | Square metres | 3.00            |
| Route between plots            | Linear metre  | 2.75            |
| Fencing                        | Linear metre  | 2.50            |
| Gates                          | Number of     | 40.00           |
| Litter pick from paved areas   | Square metres | 0.04            |
| Total (one year)               |               |                 |
| Total (12 years)               |               |                 |

**Part 2**  
**Central/Civic Square**

**Character**

Civic Square, hard landscaped square central to the Development in the mixed use area. Will include elements such as benches, bins, signage, bus stops, cycle stands and lighting with some tree planting.

**Cost**

| Item                                   | Unit          | Annual Rate (£) |
|--|---------------|-----------------|
| Trees                                  | Number of     | 15.00           |
| Tree grilles                           | Number of     | 12.00           |
| High quality paving                    | Square metres | 5.00            |
| Hardstanding/formal paved areas        | Square metres | 3.00            |
| Cycle stands (5 cycles)                | Number of     | 100.00          |
| Lighting                               | Linear metre  | 2.00            |
| Bins                                   | Number of     | 35.00           |
| Benches                                | Number of     | 40.00           |
| Litter pick from grass and paved areas | Square metre  | 0.04            |
| <b>Total (one year)</b>                |               |                 |
| <b>Total (12 years)</b>                |               |                 |

**Part 3**  
**Central Park**

**Character**

The Central Park will be largely formal in character incorporating recreational areas with formalised boundaries. It will include formal sports pitches.

Anticipated softworks comprise predominantly mown grass, with some meadows. Also the potential for tree lines around the perimeter, bulb planting and some wetland planting around swales or pond area. Ornamental planting may be situated close to the sports pavilion. Hardworks will hardstanding associated with the pavilion, cycle stands, seats, bins and perimeter post and rail fence. A Multi-Use Games Area (MUGA) – essentially 3 (three) tennis courts, will also be situated within the central park.

**Cost**

| Item  | Unit          | Annual Rate (£)  |
|---|---------------|--|
| Trees   | Number of     | 15.00  |
| Native Shrubs   | Square metres | 0.45   |
| Ornamental Planting                                     | Square metres | 1.80   |
| Hedgerow  | Square metres | 1.20   |
| Mown Grass  | Square metres | 0.15   |
| Wild Flower Meadow                                      | Square metres | 0.14   |
| Bulb Planted Area                                       | Square metres | 0.14   |
| Wet Meadow  | Square metres | 0.14   |
| Hardstanding (formal paved areas)                       | Square metres | 3.00   |
| Cycle/Ped footpath                                      | Linear metre  | 3.00   |
| Informal footpath                                       | Linear metre  | 0.50   |
| Mown grass path   | Linear metre  | 0.45   |
| Football pitch  | Number of     | 1650.00  |
| Cricket Square  | Number of     | 4900.00  |
| Tennis Court 3 tennis courts can be combined as a MUGA) | Number of     | 5000.00  |
| Balancing Ponds   | Number of     | One off cost (25 years) to be calculated in accordance with agreed methodology |
| Low Rail  | Linear metre  | 1.00   |
| Swale   | Linear metre  | 0.10   |
| Swale vegetation management                             | Square metres | 0.70   |
| Bins  | Number of     | 35.00  |
| Perimeter timber bollards                               | Number of     | 6.00   |
| Benches   | Number of     | 40.00  |
| Lighting  | Linear metre  | 2.00   |
| Litter pick from grass and paved areas                  | Square metres | 0.04   |
| Total (one year)  |               |  |
| Total (12 years)  |               |  |

**Part 4**  
**Ecology Park**

**Character**

The area directly surrounding and including the balancing pond within the SCDC boundary. The area will provide provision and enhancement of habitat to promote biodiversity and provides a drainage feature in terms of the balancing pond which will cope with storm events.

Anticipated softworks wildflower grassland areas, mown grass paths scrub/native shrubs, groups of trees and aquatic vegetation. Hardworks will be timber boardwalks, pond dipping platforms and seating.

**Cost**

| Item                        | Unit          | Annual Rate (£)          |
|-----------------------------|---------------|--------------------------|
| Trees                       | Number of     | 15.00                    |
| Native Shrubs               | Square metres | 0.45                     |
| Hedgerow                    | Square metres | 1.20                     |
| Mown Grass                  | Square metres | 0.15                     |
| Wild Flower Meadow          | Square metres | 0.14                     |
| Wet Meadow                  | Square metres | 0.14                     |
| Cycle/Ped footpath          | Linear metre  | 3.00                     |
| Informal footpath           | Linear metre  | 0.50                     |
| Board walk                  | Linear metre  | 5.50                     |
| Mown Grass Path             | Linear metre  | 0.45                     |
| Pond dipping platforms      | Number of     | 20.00                    |
| Life Saving Equipment       | Number of     | 27.00                    |
| Swale                       | Linear metre  | 0.10                     |
| Swale vegetation management | Square metres | 0.70                     |
| Footbridge                  | Number of     | 750.00                   |
| Benches                     | Number of     | 40.00                    |
| Litter pick from area       | Square metres | 0.04                     |
| Balancing Pond              | Number of     | 47,016.00 (one off cost) |
| Total (1 year)              |               |                          |
| Total (12 years)            |               |                          |

**Part 5**  
**Green Corridors**

**Character**

Multi functional connected network following existing hedgerows and ditches across the site. Majority of corridors to be informal in character with some more formal elements.

Anticipated softworks comprise woodland planting, wetland and marginal planting, species rich meadows and mown grass with native tree planting and some native shrub and scrub areas. Hardworks comprise shared foot and cycle paths, nature walks, benches and footbridges over watercourse.

**Cost**

| Item                                   | Unit          | Annual Rate (£) |
|--|---------------|-----------------|
| Woodland                               | Square metres | 0.36            |
| Trees                                  | Number of     | 15.00           |
| Native Shrubs                          | Square metres | 0.45            |
| Hedgerow                               | Square metres | 1.20            |
| Mown Grass                             | Square metres | 0.15            |
| Wild Flower Meadow                     | Square metres | 0.14            |
| Bulb Planted Area                      | Square metres | 0.14            |
| Balancing Ponds                        | Square metres | 0.30            |
| Low Rail                               | Linear metre  | 1.00            |
| Life Saving Equipment                  | Number of     | 27.00           |
| Cycle/Ped footpath                     | Linear metre  | 3.00            |
| Ped footpath link                      | Linear metre  | 2.00            |
| Informal footpath                      | Linear metre  | 0.50            |
| Swale                                  | Linear metre  | 0.10            |
| Swale vegetation management            | Square metres | 0.70            |
| Footbridge                             | Number of     | 750.00          |
| Benches                                | Number of     | 40.00           |
| Litter pick from grass and paved areas | Square metres | 0.04            |
| Total (one year)                       |               |                 |
| Total (12 years)                       |               |                 |

**Part 6**  
**Linear Park**

**Character**

Linear Park incorporating swales along the edge of the Site, informal in character with provision of cycle route. The park will help set the development back from the site boundary, providing an interface with the rural edge and drainage function.

Anticipated softworks comprise informal groups and lines of trees, native shrubs including woodland edge planting, wetland planting associated with swales, utilising and enhancing existing hedgerow, and made up of meadows, rough grass areas and mown grass areas. Hardworks may comprise cycle/pedestrian route, footbridges across swales, benches.

**Cost**

| Item                                   | Unit          | Annual Rate (£) |
|--|---------------|-----------------|
| Trees                                  | Number of     | 15.00           |
| Native Shrubs                          | Square metres | 0.45            |
| Hedgerow                               | Square metres | 1.20            |
| Mown Grass                             | Square metres | 0.15            |
| Wild Flower Meadow                     | Square metres | 0.14            |
| Rough Grass Area                       | Square metres | 0.14            |
| Balancing Ponds                        | Square metres | 0.30            |
| Cycle/Ped footpath                     | Linear metre  | 3.00            |
| Ped footpath link                      | Linear metre  | 2.00            |
| Informal footpath                      | Linear metre  | 0.50            |
| Swale                                  | Linear metre  | 0.10            |
| Swale vegetation management            | Square metres | 0.70            |
| Footbridge                             | Number of     | 750.00          |
| Benches                                | Number of     | 40.00           |
| Litter pick from grass and paved areas | Square metres | 0.04            |

Example scheme comprises 1 ha of linear park worked out as follows:-

| Item                                   | Unit          | Quantity            | Annual rate (£) | Total (£) one year |
|--|---------------|---------------------|-----------------|--------------------|
| Trees                                  | Number of     | 100*                | 15.00           | 1,500              |
| Native Shrubs                          | Square metres | 350                 | 0.45            | 158                |
| Hedgerow                               | Square metres | 160                 | 1.20            | 192                |
| Mown Grass                             | Square metres | 500                 | 0.15            | 75                 |
| Wild Flower Meadow                     | Square metres | 4,200               | 0.14            | 588                |
| Rough Grass Area                       | Square metres | 3,600               | 0.14            | 504                |
| Balancing Ponds                        | Square metres | 200                 | 0.30            | 60                 |
| Cycle/Ped footpath                     | Linear metre  | 200                 | 3.00            | 600                |
| Ped footpath link                      | Linear metre  | 80                  | 2.00            | 160                |
| Informal footpath                      | Linear metre  | 220                 | 0.50            | 110                |
| Swale                                  | Linear metre  | 340                 | 0.10            | 34                 |
| Swale vegetation management            | Square metres | 150                 | 0.70            | 105                |
| Footbridge                             | Number of     | 2                   | 750.00          | 1,500              |
| Benches                                | Number of     | 2                   | 40.00           | 80                 |
| Litter pick from grass and paved areas | Square metres | 10,000*             | 0.04            | 400                |
| Total (one year)                       |               | 10,000<br>*excluded |                 | 6,066              |
| Total (12 years)                       |               |                     |                 | 72,792             |

**Part 7**  
**Pocket Parks**

**Character**

Open space that relates to the immediate locality which provides local open space and can incorporate local play facilities (Local Area of Play) or Local Equipped Area of Play (LEAP). These areas will include some trees, mown grass, ornamental planting and bulb planting along with some seating and bins.

**Cost**

| <b>Item</b>                            | <b>Unit</b>   | <b>Annual Rate (£)</b> |
|--|---------------|------------------------|
| Trees                                  | Number of     | 15.00                  |
| Ornamental Planting                    | Square metres | 1.80                   |
| Hedgerow                               | Square metres | 1.20                   |
| Mown Grass                             | Square metres | 0.15                   |
| Bulb Planted Areas                     | Square metres | 0.14                   |
| Hardstanding                           | Linear metre  | 3.00                   |
| Bins                                   | Number of     | 35.00                  |
| Benches                                | Number of     | 40.00                  |
| Litter pick from grass and paved areas | Square metre  | 0.04                   |
| Total (one year)                       |               |                        |
| Total (12 years)                       |               |                        |

### Schedule 23

#### Community Café Draft Lease Heads of Terms

- |          |   |  |
|----------|---|--|
| <b>1</b> | <b>Landlord</b>                               | [Registered freeholder at appropriate time to be inserted]   |
| <b>2</b> | <b>Developer</b>                              | [BDW Trading Limited]  |
| <b>3</b> | <b>Tenant</b>                                 | Cambridge City Council   |
| <b>4</b> | <b>Lease</b>                                  | 125 year lease at a peppercorn rent (if demanded). No rent reviews   |
| <b>5</b> | <b>Break Clause</b>                           | There shall be a Tenant only option to break the lease at any time provided not less than 12 months prior written notice is served on the Landlord and all rents (including Service Charge) have been paid. There will be no other conditions attached to the Tenant's break option.                               |
| <b>6</b> | <b>Permitted Use</b>                          | For use as a not for profit making community café acting as a meeting place for the residents of the development, the community and wider public and/or as a not for profit multi purpose community facility to serve the residents of the development, the community and the wider public.                        |
| <b>7</b> | <b>Restrictions on Use</b>                    | Not to use the premises in a manner which causes or is likely to cause a legal nuisance, or disturbance to the residents of the development provided always that the use of the Premises for the Permitted Use shall not constitute a breach of this restriction.  |
| <b>8</b> | <b>Keep Open &amp; Lease Determination</b>    | The premises will open upon completion of the 100th dwelling. If the premises cease operation for the permitted User for a continuous period of more than 6 months (other than in circumstances outside the Tenant's control or for purposes of repair/refurbishment) the lease can be determined by the Landlord. |
| <b>9</b> | <b>Agreement for the Community Café Lease</b> | There will be an Agreement for the Community Café Lease between the Developer, Landlord and Tenant which will provide for the Developer to design and build the new community cafe premises to a specification agreed by all parties.  |

The premises must provide accommodation of not less than 200 sq. m GFA ("Minimum Requirement"). The City Council will approve, acting reasonably without undue delay, all plans and specification documents prior to the Agreement for the grant of the Community Café Lease being exchanged.

The Agreement for the Community Café Lease will also include as an annexure the agreed form of Lease.

Immediately before the issue of the Certificate of Practical Completion the Tenant will be afforded the opportunity to inspect the premises and will have the ability to make representations to the certifying officer who is responsible for issuing the Certificate of Practical Completion. The certifying officer will owe a duty of care to the Tenant but is not obliged to take into account such representations in determining whether the premises have been practically completed in accordance with the Specification, including the Minimum Requirement.

Within 10 working days of the date of the issue of the Certification of Practical Completion of the premises the Tenant will enter into the requisite Lease.

**10 Defects Liability Period**

The Agreement for the Community Café Lease will include an obligation on the Developer to be responsible for making good any defects in the premises occurring during a Defects Liability Period of 1 year from Practical Completion of the premises as referred to under paragraph 9 above.

**11 Repairs/Maintenance**

The Tenant shall be responsible for the internal maintenance and repair of the premises but this shall exclude maintenance and repairs to any structural element of the building (excepting damage caused by any insured risks and any defects arising during the Defects Liability Period for which the Developer is responsible).

The Landlord shall be responsible for maintenance and repair of any structural elements including the external fabric of the building, and repair and maintenance of any common parts and shall recover a fair and reasonable proportion of its costs from the Tenant through the service charge mechanism in the Lease.

**12 Insurance**

The Landlord will be responsible for effecting buildings insurance for the premises to full reinstatement value, must use reasonable endeavours to arrange for the Tenant's interest to be noted on the policy and must provide a copy of the policy with evidence of payment of the current premium to the Tenant on request.

The Landlord will be able to recover the insurance premium for the premises from the Tenant through the service charge mechanism in the Lease.

In the event of any damage/destruction the Landlord must use all insurance monies in reinstating the premises making up any shortfall out of its own monies.

The Tenant shall insure tenant's fixtures and fittings and contents.

**13 Alienation**

The Lease may be assigned or underlet in whole or part(s) with Landlord's consent, such consent not to be unreasonably withheld or delayed where the assignee or undertenant is any party (including a public sector body, social enterprise, charity or community organisation) occupying the building for the Permitted Use.

The Tenant can also share occupation without consent but provided it is for the Permitted Use.

There will be a restriction against assignment for the first 10 years of the Term other than to another public sector body.

There will be a restriction against underletting for the first 10 years of the Term other than to another public sector body, social enterprise, charity or community organisation, community trust or other non-profit organisation.

**14 Outgoings**

All outgoings for the premises including business rates and utility costs will be payable by the Tenant.

**15 Premium**

There is to be no Lease premium.

- 16 VAT** All figures are exclusive of VAT if applicable.
- 17 Alterations** Structural alterations will not be permitted.
- Non structural internal alterations are permitted without Landlord's consent. External alterations require Landlord's consent, consent not to be unreasonably withheld or delayed.
- 18 Landlord & Tenant Rights & Reservations** It is agreed that once the building premises layout is agreed, then the required rights and reservations for the benefit of the Landlord and Tenant will be drafted and agreed for the draft form of Lease.
- 19 Security of Tenure** The Lease will not be excluded from the security of tenure provisions of the LTA 1954
- 20 Timescale** The Tenant will be invited to comment upon the work in progress feasibility studies for the local centre area for which the Community Cafe forms part following granting of the Outline Planning Permission.
- 21 Professional Costs** Each party will bear their own costs and fees incurred for the proposed transaction.

## Schedule 24

### Health Centre Draft Lease Heads of Terms

**Preamble:-** These Heads of Terms reflect the base position for the Principal Terms only. It is intended that these will inform more detailed Heads of Terms to be agreed post the S106 being completed once more detailed layout plans for the scheme, building & premises are available.

- 1 Landlord** [Registered freeholder at appropriate time to be inserted]
- 2 Developer** [BDW Trading Limited]
- 3 Tenant** The Tenant will be a GP Practice holding an NHS contract.

NHS Property Services Ltd will be a party to the Pre-Let Agreement.

- 4 Agreement for the Health Centre Lease** The Agreement for the Health Centre Lease will provide for the Developer to design & build a new Primary Healthcare Centre in accordance with detailed plans and specification to be agreed.

The specification will be based upon a GP new primary care facility as consisting of the components for illustrative purposes within the Health Centre Specification. NHS Property Services Ltd and the Tenant shall approve all plans and design data including room data sheets and loaded room layout drawings prior to the Agreement for the Health Centre Lease being exchanged. NHS guidance can be accessed at [www.spaceforhealth.nhs.uk](http://www.spaceforhealth.nhs.uk) and [www.pcc.nhs.uk/planning-and-design-guidance-or-replacement-websites-at-the-time](http://www.pcc.nhs.uk/planning-and-design-guidance-or-replacement-websites-at-the-time). Group 1 (items provided and fitted by Developer) and Group 2 items (items provided by the Tenant and fitted by the Developer) will be agreed and included on the room data sheets.

Following Practical Completion of the premises, the Tenant will enter into a Lease for which the standard form will be attached to the Agreement for the Health Centre Lease.

The Target Area for the premises is 500 sq m Gross Internal Area with the precise Target Area being identified once the detailed design has been agreed. Prior to Practical Completion, there will be an agreed joint measurement of the premises.

- 7 Initial Rent** The initial rent will be the Target Net Internal Area (“NIA”) sq m multiplied by £185 per sq metre. The rent will be capped at the Target NIA unless the NIA has increased due to variations as requested by the Tenant. Within the Agreement for the Health Centre Lease the mechanism for applying the rent to NIA if the Health Centre is provided in phases needs to be agreed.
- 8 Defects Liability Period** There will be a Defects Liability Period for 1 year from the Practical Completion Date. The tenant will also benefit from an agreed warranty package with assignment limited to two occasions for any design related work.
- 9 Lease Term & Rent Review** 25 years from Practical Completion subject to a tenant’s only break option at year 20 upon giving a minimum of 12 months prior notice. The rent will be reviewed upwards every 5 years having regard to the Retail Prices Index with the Base RPI being the index figure in the month before the lease commences. A worked example will be provided as part of the lease.
- 10 Rent Free Period** For the first 15 years of the term, the Tenant will benefit from a rent free period only. This is subject to the Tenant receiving no rent reimbursement during this period.
- 11 Alienation** The Lease may be assigned or sublet to NHS Bodies or a GP Partnership in receipt of NHS rent reimbursement without Landlord’s consent subject to the Tenant informing the Landlord of such changes prior. The Lease can be assigned or sub let to other users, subject to Landlord’s consent, consent not to be unreasonably withheld. A condition of this is that the rent free period ceases.
- The Lease will allow subletting of the accommodation in parts to NHS bodies and other users allied to medicine (but not including a pharmacy) with Landlord’s consent; consent not to be unreasonably withheld.
- All sub leases will be outside the security of tenure provisions within the 1954 Landlord & Tenant Act.
- 12 Repair & Service Charge** The lease will be drafted upon internal repairing obligations only with the landlord being responsible for external & structural repairs and buildings insurance.

- 13 Alterations** The Tenant will not undertake any external alterations to the premises but will be permitted to undertake internal non-structural alterations to the premises without the need to seek Landlord's consent.
- 14 Insurance** The Landlord will be responsible for insuring the building at their cost.
- 15 Permitted Use** As a surgery, clinic or health care centre for the provision of medical services and other ancillary primary community health and social care purposes and any other primary and community health care purpose within the meaning of use Class D1 of the schedule to the Town & Country Planning (Use Classes) Order 1987. This user will be restricted to the above for the first 15 years of the term, unless the rent free period ceases due to a change of user being permitted subject to a use being compatible with a high quality residential development and landlords reasonable consent (and if appropriate the local authority having regard to the S106). For the avoidance of doubt a pharmacy is excluded from the Permitted Use.
- If the premises are closed and not occupied by the Tenant, in a bona fide manner, for a period of 12 consecutive months or longer the Landlord shall have the right on serving three months' notice to determine the lease.
- 16 Outgoings** All other outgoings including business rates, taxes and utility costs will be borne by the Tenant.
- 17 Professional Fees** Each party to bear their own costs associated with the transaction.
- 18 VAT** All figures are quoted exclusive of VAT if applicable.
- 19 Timescale** It is envisaged that once the Outline Planning Permission has been granted, there will be detailed discussions between the parties to agree full Heads of Terms, Plans and Specification to enable a draft Agreement for the Health Centre Lease and Lease to be circulated and agreed. Prior to the building being constructed, the requisite Agreement for the Health Centre Lease will be exchanged.

**Schedule 25**

**Library Draft Lease Heads of Terms**

|  |  |
|--|--|
| <b>Description of Property:</b>        | Ground floor premises [with potential for additional first floor ancillary accommodation], Town Square, NIAB Site. Once the design and layout of the premises is agreed, then the required rights and reservations for the benefit of the Landlord and Tenant will be drafted and agreed for the form of lease.  |
| <b>Agreement for the Library Lease</b> | There will be an Agreement for the Library Lease between the Developer, Landowner and tenant which will provide for the Developer to design & construct the library premises to an agreed specification. Gross Internal Floor Area will be approximately 350 sq m  |
| <b>Term:</b>                           | 125 years from commencement date.  |
| <b>Lessor:</b>                         | [registered freeholder at appropriate time]  |
| <b>Lessor's Solicitor:</b>             | To be advised.   |
| <b>Lessee</b>                          | Cambridgeshire County Council  |
| <b>Lessee's Solicitor</b>              | RES 1001<br>Legal Services<br>Cambridgeshire County Council<br>Shire Hall<br>Castle Hill<br>Cambridge<br>CB3 0AP   |
| <b>Premium:</b>                        | N/A  |
| <b>Commencement:</b>                   | To be agreed   |
| <b>Rent:</b>                           | £1 peppercorn per annum payable if demanded.   |
| <b>Rent Review:</b>                    | N/A  |
| <b>User Clause:</b>                    | For use as a library, learning and information service to the general public and ancillary uses there to. Change of use to Use Classes A1, A2, B1, D1 and D2 will be permissible after 20 years, but subject to landlord's consent (not to be unreasonably refused).   |
| <b>Alienation:</b>                     | Alienation provision will allow the tenant to assign or sub-let the whole, or sublet any part of the premises after 20 years from commencement.<br><br>Within the first 20 years of the term the tenant shall be free to assign the leasehold interest to any other public body providing the Use as permitted under the lease for the local community with landlord's consent, such consent |

|                          |   |
|--------------------------|---|
|                          | <p>shall not be unreasonably withheld or delayed.</p> <p>The tenant shall be entitled to grant licences to public service providers who may share occupation of the premises.</p> <p>The tenant shall be free to make internal non structural alterations to the fabric of the building to accommodate sub-division if required provided the tenant to notifies the landlord before making such alterations.</p>  |
| Repairs:                 | <p>The tenant shall be responsible for the internal maintenance and repair of the premises but this shall exclude maintenance and repairs to any structural element of the building.</p> <p>The landlord shall be responsible for maintenance and repair of any structural element including the external fabric of the building, and repair and maintenance of any common parts.</p>   |
| Insurance:               | <p>The landlord will insure the structure of the building and any common parts.</p> <p>The tenant shall insure the interior of the premises.</p>  |
| Service Charges:         | <p>The charges calculated in accordance with the Buildings Service Charge and Estates Service Charge provisions.</p> <p>The Building and Common Area elements shall be indicated by way of Service Charge Schedules and Plans.</p>  |
| Building Service Charge: | <p>The tenant shall be responsible for making a fair and reasonable contribution towards the costs of repairing and insuring the building, and any communal plant and machinery that serves the demise. The contribution shall be calculated as the total amount payable divided by the number of hereditaments within the whole building; or, as a proportion of occupied Gross Floor Area of the whole building.</p> <p>The landlord shall invoice [6 monthly] in advance with annual reconciliations as soon as possible after the closure of each accounting period. The landlord's records of attributable costs shall be open to reasonable inspection by the tenant and substantial outlays requiring prior quotations shall be made available (if requested) to the tenant.</p> |
| Estate Service Charge:   | <p>The tenant shall be responsible for making a fair and reasonable contribution towards costs of maintenance, repair and insurance of common areas such as walkways, bin stores, etc, that serve the building.</p> <p>The contribution shall be calculated as a proportion of occupied Gross Floor Area of the whole building.</p> <p>The landlord shall invoice [6 monthly] in advance with annual reconciliations as soon as possible after the closure of each accounting period. The landlord's records of attributable costs shall be open to reasonable inspection by the tenant and substantial outlays requiring prior quotations shall be made available (if requested) to the tenant.</p>  |

|                          |  |
|--------------------------|--|
| Break Clause             | There shall be a tenant only option to break the lease providing 12 months' notice is served to the landlord.  |
| Other Terms & Conditions | <p>Usual prevention of nuisance from either party.</p> <p>Tenant will be permitted to erect signage relating directly to the premises of a size and in a location to be approved by the landlord and at a height that shall not exceed the internal height of the area demised.</p> <p>There will be a tenant obligation for the premises to remain open and available for public use for a minimum of 15 hours per week during the first 20 years from commencement of the term. This restriction shall not apply to weeks that include statutory holidays.</p> |
| VAT                      | All figures are exclusive of VAT if applicable.  |
| Professional Costs       | Each party will bear their own costs and fees incurred for the proposed transaction.   |
| Timescale                | The tenant will be invited to comment upon the work in progress feasibility studies for the Local Centre area for which the library forms part.  |

