

**INFRASTRUCTURE FOR CAMBRIDGESHIRE COUNTY COUNCIL SERVICES ON
NEW DEVELOPMENT SITES**

To: **Cabinet**

Date: **28th January 2014**

From: **LGSS Director of Finance
Executive Director: Children, Families and Adults**

Electoral division(s): **All**

Forward Plan ref: **2014/026** *Key decision:* **Yes**

Purpose: **To approve proposals to publish specific criteria to ensure individual sites being included within the master planning of a scheme, and or planning applications and offered by developers/landowners to Cambridgeshire County Council for service delivery facilities through the Section 106 (and Community Infrastructure Levy) process meet service requirements and have 'buildability'.**

Recommendation: **Cabinet is recommended to:**

- a) Endorse the principle using standardised templates to obtain suitable sites for new schools and other new CCC infrastructure**
- b) Adopt and approve for use, the template for primary schools and standard property transfer document**
- c) Delegate the approval of additional templates and amendments to existing templates to the appropriate Portfolio Holder and Head of Service for the facility the template covers in consultation with the LGSS Director of Law, Property and Governance and Head of Finance (Section 151 Officer).**

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1. BACKGROUND

- 1.1 A series of site templates are being developed to provide clarity and consistency and speed up the negotiation process for use in discussions with developers. The template for primary schools is the first of what will be a series of templates to be completed (Appendix A).
- 1.2 A significant amount of officer time is taken up in lengthy discussions with developers on the location, configuration, tenure, utilities/services of sites they intend to bring forward for schools and community facilities. In parallel, there are debates about accessing the site during construction and the provision of utilities to enable operation on opening the facility. In addition there is a need for safe access to the facility for users and staff whilst construction may continue to occur nearby.
- 1.3 Detailed discussions with this Council after either a planning application has been submitted or the master planning has been undertaken by the developers, is effectively putting the Council 'on the back foot' in its discussions with them.

2. MAIN ISSUES

- 2.1 Significant major developments have been planned for up to the year 2031 throughout the County, through the emerging Local Plan process in order to meet the scale of growth required for Cambridgeshire. The scale of new development planned will continue to require significant new infrastructure. For example, an average of one new school will be required per year for the next 15 to 20 years in order to address the scale of planned housing growth. Moreover, given that the viability of development continues to be an important issue for developers this Council must ensure that where land is being offered, it is located in the right place in order to provide services over a significant number of years, and the quality of the land and location should not impose hidden or unknown ongoing revenue costs or liabilities.
- 2.2 To date, most of this specification work focussed on what is required for 1, 2 or 3 form entry primary schools but the principles apply to other facilities and services. A brief for a library is well developed based on recent experience and the needs for other service will be considered.
- 2.3 In addition the 'buildability' of a facility within a major new development scheme poses specific issues around access for initial surveys, access for the construction phase and access and delivery of utilities to enable construction and operation on day one using mains services.
- 2.4 All these issues should be addressed though the property transfer document and a draft can be included within the s106 (copy in Appendix B).

2.5 Standard templates will cover the following aspects:

1. Site requirement	11. Boundaries
2. General site issues	12. Highway
3. Site area, delineation and temporary access	13. Services generally
4. Site configuration and levels	14. Water
5. Site position within development	15. Fire hydrant
6. Site Plans	16. Gas
7. Surveys & Investigations	17. Electricity
8. Communications masts /above ground high tension cables	18. Telecoms
9. Sound	19. Foul & surface water drainage
10. Indemnity	20. Sub-stations

2.6 To demonstrate, below is the site requirement description extracted from the primary school template. The full template is appended in Appendix A.

Requirement	Description	Trigger
Site requirement	<p>Unencumbered freehold title to site. Site is to be provided for <u>NIL</u> consideration with all services available for connection within 6 months of date of transfer of the site.</p> <p>All non servient easements, wayleaves and public rights of way are to be diverted around site.</p>	<p>Transfer to facilitate any necessary remediation works in order to commence construction 12 months prior to target opening date. Remediation to be carried out by developer at their cost. Full documentation is to be provided that gives an audit trail demonstrating all work that has been carried out including validation reports.</p>

3. ALIGNMENT WITH PRIORITIES AND WAYS OF WORKING

3.1 Developing the local economy for the benefit of all

The following bullet points set out details of implications identified by officers:

- The use of templates and standard property transfer documentation will assist in ensuring that new developments are well serviced by good quality early years, schools and other facilities supporting County Council services.
- Such facilities will be delivered in a timely way.

3.2 Helping people live healthy and independent lives

The following bullet point sets out details of implications identified by officers:

- The templates will help ensure facilities are located in the appropriate location such as community hubs to support communities and support growth.

3.3 Supporting and protecting vulnerable people

The following bullet point sets out details of implications identified by officers:

- The templates will help ensure facilities are located in the appropriate location, of the appropriate quality for services to support vulnerable people.

3.4 Ways of working

The following bullet point sets out implications identified by officers for investing in growth:

- The templates and standard property transfer documentation will help ensure, where communities are expanding, people have the right community infrastructure enable them to access essential services.

4. SIGNIFICANT IMPLICATIONS

4.1 Resource and Performance Implications

The following bullet point sets out details of significant implications identified by officers:

- Will ensure new infrastructure (property assets) in the growth areas are in the right place, delivered at the right time and constructed in a sustainable way, with regard to carbon dioxide (CO₂) emissions, climate change adaptation/mitigation, and long-term impact on environment.

4.2 Statutory, Risk and Legal Implications

The following bullet point sets out details of significant implications identified by officers:

- Will assist in reducing the risk of delayed delivery of infrastructure.

4.3 Equality and Diversity Implications

The following bullet point sets out details of significant implications identified by officers:

- New infrastructure will be located and constructed so as to allow access to services for the whole of the new communities.

4.4 Engagement and Consultation Implications

There are no significant implications for any of the prompt questions within this category.

4.5 Public Health Implications

The following bullet point sets out details of significant implications identified by officers:

- The site specification requires mains services to be provided at a certain trigger point, all services have an effect on public health (for the occupants of the school), particularly for example water supply and foul water drainage. If these services are not in place then the school cannot open.

Source Documents	Location
None	

S106 Site Specification – Primary School (1 Form of Entry (FE), 2FE or 3 FE)

Site name: _____

Requirement	Description	Trigger
Site requirement	<p>Unencumbered freehold title to site. Site is to be provided for <u>NIL</u> consideration with all services available for connection within 6 months of date of transfer of the site.</p> <p>All non servient easements, wayleaves and public rights of way are to be diverted around site.</p>	<p>Transfer to facilitate any necessary remediation works in order to commence construction 12 months prior to target opening date. Remediation to be carried out by developer at their cost. Full documentation is to be provided that gives an audit trail demonstrating all work that has been carried out including validation reports.</p>
General site issues	<p>Site shall be clear of refuse at time of transfer. Existing clean topsoil shall be retained and shall not be removed from site prior to transfer. Site shall be free from constraints such as live services, underground structures and obstructions, contamination, ancient hedgerows, drainage ditches, significant ecological/wildlife issues, SSSI's, Tree Preservation Orders and other planning designations, persistent flooding.</p>	Transfer
Site area, delineation and temporary access	<p>Site area to be a minimum of 2.3 hectares (1.5 ha for 1FE, 2.3 ha for 2FE, and 3 ha for 3FE delineated by concrete marker posts (min 900mm above ground level) located at each change of direction. An adequate haul road with no use restrictions shall be provided to enable plant, vehicles and machinery to access the site from the existing adopted highway.</p>	Master planning

Requirement	Description	Trigger
Site configuration and levels	Preferred shape is rectangular (with long side no longer than twice the short side). There is to be a minimum of 130m road frontage. The site shall be level and the maximum gradient across any direction shall not exceed 0.25m across whole site.	Either at the Master planning stage or made clear in the submitted planning application. Pre-application advice is advisable.
Site position within development	The site shall have straight road frontage and shall not to be situated on a corner near road junctions. The location shall be agreed as part of the planning application process with the school being located reasonably central to the proposed catchment area.	Master planning
Site Plans	To provide: <ul style="list-style-type: none"> • Draft transfer plan to maximum scale of 1:500. • Layout plan of entire development showing existing highway network. 	To be provided at the first S106 negotiation meeting or shortly thereafter.
Surveys & Investigations	To provide the following documents insured by collateral warranties to provide the Council with redress from the provider in the event of error or inaccuracy: <ul style="list-style-type: none"> • Planning statement of the site to confirm existence of any listed buildings or scheduled monuments, and confirm whether the site is within or near a Conservation Area or SSSI. • Full site topographical survey (electronic format compatible with AutoCAD 2007 (copyright to be passed to CCC)) to include boundaries, site features, all existing underground and above ground services, identifying type, level and route across the site, levels expressed relative to Ordnance Datum at 10m grid centres, drainage levels, adjacent development proposals for 	

Requirement	Description	Trigger
	<p>highways and infrastructure. Full archaeological survey as required by planning authority with evidence that it has been accepted by the planning authority and no further archaeological works are required</p> <ul style="list-style-type: none"> • Detail and location plans of known previous site disturbances, e.g. depth and location of previous archaeological excavations carried out by the developer could impact on foundation design and construction. • Results of site investigation carried out to the relevant current British and European Standards, including BS 5930, BS EN 1997-1, BS EN 1997-2 and all related standards referred to therein. This shall determine load bearing capacity of soils, soil types (and depths), type and location of any contamination and ground water level. <p>The Council shall be granted a licence with no fee payable to enter the site to carry out any independent pre-construction surveys.</p>	
Communications masts/above ground high tension cables	Communications masts, 440,000v and other overhead electrical cables not to be located near to the site boundaries.	Either at the Master planning stage or made clear in the submitted planning application.
Sound	The acoustic requirements for the school site stated in BB93 should be applicable to the school site at all stages of any surrounding development and on completion of the development. For example, before, during and after construction of adjoining or nearby development that forms part of the same overall	Either at the Master planning stage or made clear in the submitted planning application.

Requirement	Description	Trigger
	development and under the control of the same developer.	
Indemnity	To fully indemnify Cambridgeshire County Council for costs of relocating, re-routing, remediating, removing or disposing of any live service, underground structure or obstruction or contamination.	Commencement of S106 negotiations
Boundaries This is an advisory item.	When contemplating design and uses for adjoining development developers should be aware of typical school boundary specification. An example follows: All site boundaries (other than front boundary) fenced with 1800mm high weld mesh on steel posts in accordance with BS 1722. The front boundary to be 1800mm high galvanised steel railings. One pedestrian entrance to be provided on front boundary, a second on an alternative boundary in agreed position, each with steel gates, and three vehicular entrances (on differing boundaries) with steel gates complete with crossovers of pavements to adopted highways. Any and all boundary treatments, hedges, etc required by planning conditions are to be provided in-situ. Each entrance to have level access to roads that are or shall be adopted.	Either at the Master planning stage or made clear in the submitted planning application.
Highway	Adjacent roads, pavements and cycle ways to be constructed up to base course level, final wearing courses to be laid within 12 months of site transfer or at a time to be agreed with the Council.	Base course level on site transfer.
	Highway infrastructure adjoining site to be adopted by Highway Authority.	As S106.
Services generally	All easements, wayleaves and associated installations to serve the site shall have been completed to the site	Site transfer

Requirement	Description	Trigger
	boundary. In the event that incomplete agreements or installations threaten to delay delivery of the school the transferor shall undertake to provide temporary services to the site.	
Water	Supply to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Size of main and water pressure to meet the requirements a 3FE school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Fire hydrant	To be located approximately 5 metres within the front boundary at a position to be agreed with the Council with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Gas	Supply to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Natural gas main to size and pressure to meet the minimum requirement of an operational 3FE school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Electricity	Supply to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Size of supply to meet the minimum requirement of an operational 3FE primary school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.	Site transfer
Telecoms	Broadband connection to terminate no less than 3 metres within site boundary at a position to be agreed with the Council. Sufficient number of telephone lines (20 as a guide) for a 3FE school with appropriate	Site transfer

Requirement	Description	Trigger
	terminations in the appropriate boxes/pits/inspection chambers.	
Foul & surface water drainage	<p>To provide details of the Sustainable Urban Drainage Scheme that has been prepared as a development-wide strategy. Such a scheme may include attenuation, swales, balancing ponds, soak-a-ways and discharging into watercourses etc, and may have to be built to an adoptable standard. The onus for design, construction and approvals scheme to the site boundary is to remain with the developer even though the school site may make use of and discharge into the system.</p> <p>If there is a requirement for pumping then this is not part of the school design, all associated infrastructure shall be off site and adopted by the drainage authority.</p> <p>If there are any restrictions on outfall from the site then these need to be stated by the developer, this usually applies to surface water and may dictate whether attenuation is required on the site.</p> <p>No open water shall be located adjacent to the school site.</p> <p>Connections to the foul sewerage system (to be adopted) shall be made available to accommodate the minimum requirement of a 3 FE school no less than 3 metres within the site boundary, at a position to be agreed with the Council.</p>	Either at the Master planning stage or made clear in the submitted planning application.

Requirement	Description	Trigger
Sub-stations	Any substation or pumping house is to be located beyond the site and not within 10m of school site boundary.	Master planning
BREEAM	Site characteristics and development infrastructure shall not hamper or impede the aim of achieving VERY GOOD BREEAM rating.	Master planning
Version Nr: draft 0.3, 06.01.2014		

Land Registry

Transfer of part of registered title(s)

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place "X" in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached Plan 1 and shown: edged [red]</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:
Cambridgeshire County Council
For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:
Shire Hall, Castle Hill, Cambridge, Cambridgeshire, CB3 0AP

8 The transferor transfers the property to the transferee

9 Consideration

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

☒ 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

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or restrictive covenants should be defined by reference to a plan.

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

In this Transfer:

"Cycleways" means the cycleways constructed or to be constructed from time to time across the Estate;

"Estate" means the property shown edged _____ on Plan 2 which is registered at the Land Registry under title number _____, together with such additional land as the Transferor may designate as being part of the Estate from time to time and a reference to the Estate is to the whole or a part of it as the context requires;

"Estate Roads" means the estate roads constructed or to be constructed across the Estate from time to time whether publically maintained or not;

"Footpath/Cycleway Access" means a crossing for pedestrians and/or cyclists

"Pathways" means the footpaths and any bridleways constructed or to be constructed across the Estate from time to time;

"Permitted Use" means the use of the Property as a school and any and all purposes reasonably ancillary thereto

"Plan 1" means the plan identified as "Plan 1" attached to this Transfer;

"Plan 2" means the plan identified as "Plan 2" attached to this Transfer;

"Section 106 Agreement" means an agreement dated _____ 2013 and made between...

"Services" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;

"Service Corridors" means those Service Corridors on the Property agreed in accordance with the provisions of the S106 Agreement

"Service Media" means the sewers, drains, watercourses, pipes, cables, wires channels, conduits, flues, gutters, gullies, ducts, shafts, any sustainable urban drainage systems and mains (or any of them) and all other media or apparatus used for the passage of Services;

"Vehicular Crossing" means a crossing for vehicles including all necessary kerbs, sight lines and vision splays.

The expressions "Transferor" and "Transferee" shall include the successors in title of the Transferor (to all or any part of the Estate) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.

Any covenant by the Transferor or Transferee not to do something includes an obligation not (so far as it is within the control of the Transferor or the Transferee to allow or permit that thing to be done);

The clause and schedule headings are for ease of reference only and are not to be taken into account when construing this document.

For the purposes of this Transfer the word "unbuilt" shall not include those parts of the Estate used (or intended to be used) as roadways or pavements.

The Property is transferred:

with the rights set out in Schedule 1; and

excepted and reserved as set out in Schedule 2.

The Transferor covenants with the Transferor as set out in Schedule 3 and the Transferee covenants with the Transferor as set out in Schedule 4

The parties declare that:

the operation of sections 62(1) and (2) of the Law of Property Act 1925 in relation to this Transfer is qualified so as not to include any liberties, privileges, easements, rights and advantages over or in respect of the Estate and/or the Property;

no easement or other such right for the enjoyment of the Property over the Estate and/or the Property is created otherwise than by express grant in this Transfer.

Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.

The parties may vary this Transfer without the consent of a third party to whom an express right to enforce any of its terms has been provided.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Schedule 1 (Rights granted)

- 1 The right of free and uninterrupted passage of the Services from and to any part of the Property through the Service Media, which now are or may at any time following the date of this Transfer be in, on or under the Estate.
- 2 (Subject to the conditions set out in paragraph 11) the right to lay, install Service Media to serve the Property or connect to the Service Media referred to in paragraph 1, Serve Media to serve the Property.

- 3.(Subject to the conditions set out in paragraph 11) the right of entry upon such unbuilt parts of the Estate as are reasonably necessary for the purpose of laying, repairing, maintaining, renewing, replacing, installing or connecting to the Service Media referred to in paragraphs 1.
- 4.The right of support, shelter and protection as enjoyed by the Property from the Estate at the date of this Transfer.
- 5.The right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by the Transferee at all times by day or night to pass and repass with or without vehicles over and along the Estate Roads in order to gain access to and from the Property and/or any publically maintained road
- 6.The right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by the Transferee at all times by day or night to pass on foot only over the Pathways in order to gain access to the Property and/or any publically maintained road
- 7.The right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by the Transferee at all times by day and night to pass on bicycle only over the Cycleways in order to gain access to the Property and/or any publically maintained road
- 8.The right to enter unto the Estate for the purpose of
 - 8.1 ***Constructing, maintaining Vehicular Crossings and/or Footpath/Cycleway Access connecting the Property to any Estate Road, Cycleway Pathway on the Estate***
 - 8.2 ***Demarking, maintaining and clearing any sight lines or vision splay used in connection with a Vehicular Crossing***
- 9 ***The right to enter upon the Estate for the purpose of repairing and maintaining (and where applicable re-building) any building on the Property or any boundary treatment where such repair or maintenance work (and where applicable re-building) cannot reasonably be undertaken within the boundaries of the Property.***
- 10 ***The right of uninterrupted and unimpeded access of light and air over the Estate to any buildings from time to time on the Property***
- 11 Conditions relating to exercise of rights

The exercise of the rights referred to in paragraphs 1 and 2 above is subject to the conditions that:

 - i. before exercising any such right (except in the case of emergency where no such notice shall be required), the Transferee is to give reasonable notice specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the work and the method of undertaking the work which the Transferee requires to execute on the Estate, and such other information as the Transferor may reasonably require;

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

- ii. the Transferee requires the prior approval in writing of the Transferor for the works to be done on the Estate (such approval not to be unreasonably withheld or delayed) and which such approval shall be deemed to have been given if there is no objection and/or refusal of the application for approval within 10 working days of an application being made for approval;
- iii. in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;
- iv. in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage as possible, and make good all damage done to the Estate to the Transferor's reasonable and proper satisfaction.

Schedule 2 (Rights reserved)

11.1 The right of support shelter and protection as enjoyed by the Estate from the Property at the date of this Transfer:

11.2 *The right during school holidays to enter upon the Property for the purpose of repairing and maintaining any building on the Estate or any boundary treatment where such repair or maintenance work cannot reasonably be undertaken within the boundaries of the Estate subject to the conditions that*

- v. before exercising any such right (except in the case of emergency), the Transferor is to give not less than 15 days' written notice prior to the relevant school holiday specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the work and the method of undertaking the work which the Transferor requires to execute on the Property, and such other information as the Transferee may reasonably require;
- vi. the Transferor requires the prior approval in writing of the Transferee for the works to be done on the Property (approval not to be unreasonably withheld or delayed);
- vii. in exercising any such right, the Transferor is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferee (not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities; in carrying

out the work, the Transferor is to act with due diligence, cause as little disturbance, damage as possible, and make good all damage done to the Property to the Transferee's reasonable and proper satisfaction.) and subject to any reasonable Health & Safety and Disclosure & Barring Services(or any successor to the same) requirements of the Transferee or governing body of the school

11.3 Service through the Service Corridors

Include words of covenant.

Schedule 3 (Transferors's covenants)

12. Not to

12.1 obstruct or otherwise interfere with any sight line or vision splay referred to clause 8.1

12.2 Not to construct or permit to be constructed or erected :-

12.2.1 within 2000m of the Property any telecommunications mast and /or 440,000v electric power cables

12.2.2 within 100m of any boundary of the Property 11,000v overhead electric cables

12.2.3 within 10m of any boundary of the Property any electricity sub station and or pumping station

12.3 Not to lay or install any Services other than within the Service Corridors (applicable or relevant to the Property) and not to exercise the reservation of any rights through the Service Media which are at the date of this transfer not within the Service Corridors (applicable for/relevant to the Property)

12.4 Not to take any action or other steps on the Estate which would restrict use of the Property for the Permitted Use and any and all purposes reasonably ancillary thereto

12.5 In relation to any Estate Roads and Cycleways which are intended to be publically adopted to maintain all such estate Roads and Cycleways pending adoption

12.6 In relation to any Estate Road and Cycleways not intended to be publically adopted to maintain all a such Estate Road and Cycleways in perpetuity

12.7 In relation to any Services and/or Service Media serving the Property which are within the Estate and which are intended to become the responsibility of a Utility Company or similar body to maintain all such services and/or Service Media unless and until the same are taken over by the relevant Utility Company or similar body

12.8 In relation to any Services and/or Service Media serving the Property which are within the Estate but which are not intended to become the responsibility of a Utility Company or similar body the Transferor shall maintain all such Services and/or Service Media unless and until the same are taken over by the relevant Utility Company or similar body

12.9 In relation to any Services and/or Service Media which do not serve the Property but are within the Service Corridors (and irrespective of whether or not they are intended to become the responsibility of a Utility Company or similar body) the Transferor shall maintain all such Services and/or Service Media unless and until the same are taken over by the relevant Utility Company or similar body

Schedule 4

Not to use the Property other than for the Permitted Use

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by

Signature

Authorised Signatory
Signature

Authorised Signatory

Executed as a deed by affixing the
common seal of **CAMBRIDGESHIRE**
COUNTY COUNCIL

Authorised Signatory

WARNING

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

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

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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