

Appendix 11: Draft Conditions & S106 Obligations

A Park for Agritech, Hinxton

Transport related planning conditions

Prior to submission of first reserved matters application

1. Prior to the submission of the first reserved matters application, submission and approval of a phasing plan (in accordance with Figure 2.7 - Indicative Phasing Plan of the Environmental Statement dated November 2017) covering the entire site. Each reserved matters application shall thereafter refer to a phase and development shall proceed in accordance with the approved phasing unless otherwise agreed.
2. Prior to submission of the first reserved matters application, submission and approval of an Urban Design Framework. The Urban Design Framework shall set out the urban design approach. Transport issues to be covered – movement network, street hierarchy and types, bus routes and stops, car parking, electric vehicle charging, cycle parking, deliveries and servicing.

Reserved matters application for phase 1

3. The reserved matters application for phase 1 (as defined by the approved phasing plan) shall include full details of the proposed vehicular access onto the A1301.
4. The reserved matters application for phase 1 (as defined by the approved phasing plan) shall include full details of the bus/cycle interchange on land north of the A1301 and west of the A505 including the proposed vehicular access onto the A505.
5. The reserved matters application for phase 1 (as defined by the approved phasing plan) shall include full details of the proposed bridge over the A505.

Reserved matters applications for each phase

6. The reserved matters application for access in relation to each phase (as defined by the approved phasing plan) shall include full details of the means of footway and cycleway links between that phase and the highway.

Pre-commencement condition in relation to each phase

7. No development shall commence in relation to each phase until a Construction Traffic Management Plan for that phase has been submitted and approved in writing by the County Council. The approved Plan for each relevant phase shall be implemented in full during the entire construction period for that phase.

Limitations on unit sizes

8. No single area of floorspace within use class D1 (conference / training facility) within the development shall be greater than 200sqm (gross internal area).
9. No single area of floorspace within use class A3 (cafe) within the development shall be greater than 650sqm floorspace (gross internal area).
10. No single area of floorspace within use class A5 (hot food take away) within the development shall be greater than 50sqm floorspace (gross internal area).

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Transport related Planning Obligations –Draft detailed Heads of Terms for a S106 Agreement

1.0 Highways

1.1 To undertake the Highway Works listed below in accordance with the timescales stipulated.

- A1301/Site Access Junction Prior to occupation
- A505/A1301 Roundabout Trigger TBC
- A505/Hunts Road Roundabout Prior to occupation
- M11/A505 Road Roundabout Trigger TBC
- A505/Bus/Cycle Interchange Access Junction Prior to occupation
- A505 Widening and Eastbound Bus Lane Prior to occupation

2.0 Cycle and Walking Improvements

2.1 Not to occupy the development until the Cycling and Walking Improvements listed below have been completed.

- A505/A1301 Roundabout Bridge Prior to occupation
- A1301/London Road Controlled Crossing Prior to occupation
- A1301/North End Road Controlled Crossing Prior to occupation
- Station Road East Footway Improvements Prior to occupation
- Pedestrian/Cycle Paths within the Interchange Area Prior to occupation
- Pedestrian/Cycle Paths west of A1301 north of the A505 Prior to occupation
- Improvements to Existing Footway between the A1301 and London Road Prior to occupation
- Pedestrian/Cycle Paths east of A1301 south of the A505 Prior to occupation

2.2 The footway/cycle/equestrian bridges over the A505/A1301 roundabout and River Cam shall be adopted by the County Council as part of the public highway. All other road and paths within the land owned by the applicant shall remain in the applicant's ownership with permissive rights of way given to the public. .

3.0 Bus/Cycle Interchange

3.1 Not to occupy the development until the Bus/Cycle Interchange has been completed.

3.2 The land on which the bus/cycle interchange is located shall remain in the ownership of the applicant after completion of the Bus/Cycle Interchange.

4.0 Public Bus Service

4.1 Prior to occupation of the technology park element of the development the applicant shall use reasonable endeavours to enter into a Service Agreement with the operator of existing service Citi 7 bus route and the County Council. The Service Agreement will include the following:

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- A commitment to pay the Public Bus Service Contribution amount (sum TBC) to the bus operator.
- Details of the routing (on the public highway and within the development and bus/cycle interchange), frequency, days of operation and hours of operation of the Public Bus Service.
- Proposals to ensure that all revenue that is generated in the 5 years from when the Public Bus Service Contribution is paid is reinvested in the Public Bus Service to contribute to its ongoing viable operation.

4.2 Not to occupy the development until the Public Bus Service is operational.

5.0 Private Bus Shuttle

5.1 Prior to occupation of the technology park element of the development the applicant shall use reasonable endeavours to enter into a Service Agreement with an operator and the County Council for the provision of a private bus shuttle connecting the development with the bus/cycle interchange. The Service Agreement will include the following:

- A commitment to fund the operation of the private bus shuttle in accordance with the Service Agreement for a period of TBC years
- Details of the routing (on the public highway and within the development and bus/cycle interchange), frequency, days of operation and hours of operation of the Private Bus Shuttle.
- Proposals to ensure that any surpluses from operation of the Private Bus Shuttle are reinvested to contribute to its improvement.

5.2 Not to occupy the development until the Private Bus Shuttle is operational.

6.0 Travel Plan

6.1 Not to occupy the development until the Terms of Reference and the proposed membership of the Travel Plan Steering Group have been submitted to, and approved by the County Council.

6.2 To invite the following persons and/or organisations to become members of the Travel Plan Steering Group:

- the Travel Plan Coordinator (to act as chairman)
- one representative from the County Council
- one representative of the development management company
- a minimum of one and up to three representatives from the organisations located at the development. Representatives to have responsibility for organisational level travel plans.

6.3 No later than two months prior to the first occupation of the development, to convene the first meeting of the Travel Plan Steering Group.

6.4 To ensure that the Travel Plan Steering Group meets at least twice per annum, unless otherwise agreed by the Travel Plan Steering Group.

6.5 Not to occupy the development until the Site Wide Travel Plan has been submitted to and approved by the County Council.

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- 6.6 The Site Wide Travel Plan shall include a programme for the future monitoring of the Travel Plan.
- 6.7 Unless otherwise agreed in writing by the County Council, at all times from first occupation of the development, to:
- implement the Site Wide Travel Plan until the end of five years after full occupation of the development.
 - undertake a Travel Survey within the first six months of first occupation and annually thereafter, unless otherwise agreed in writing by the County Council. The Travel Survey shall include a multi-modal AM and PM peak hour Junction Count (minimum of two weekdays) at the development access junction on the A1301.
 - submit the Annual Performance Report for approval by the Travel Plan Steering Group no later than nine months after first occupation of the development and annually thereafter until the date for cessation of the Site Wide Travel Plan as agreed with the County Council.
 - include in the Annual Performance Report the cumulative gross lettable employment space (GIA) completed at the time of the report.
 - review the Annual Performance Report with the Travel Plan Steering Group.
 - if it is notified in writing (with supporting explanation) by the Travel Plan Steering Group that the Annual Performance Report does not or will not achieve the objectives of the Site Wide Travel Plan, it shall submit (as soon as reasonably practicable) for approval by the Travel Plan Steering Group a revised Annual Performance Report including such further measures as it considers are necessary to address the concerns raised by the Travel Plan Steering Group.
 - to submit such further revisions to the Annual Performance Report until such time as the Annual Performance Report is approved in writing by the Travel Plan Steering Group.
 - implement the measures set out in the approved Annual Monitoring Report as soon as reasonably practicable following its written approval by the Travel Plan Steering Group.
 - prior to first occupation of the development to pay to the County Council the Travel Plan Monitoring Fee (Sum TBC) and thereafter to pay the Travel Plan Monitoring Fee annually on each anniversary of the first payment throughout the life of the Site Wide Travel Plan.
 - not to occupy the development otherwise than in accordance with the approved Site Wide Travel Plan (including any amendments to it that are approved) unless otherwise agreed in writing by the Travel Plan Steering Group.
 - not to amend the Site Wide Travel Plan or any update thereof without the written approval of the Travel Plan Steering Group.
 - no later than three months prior to occupation of the development to appoint and fund a Travel Plan Coordinator throughout the life of the Site Wide Travel Plan and provide the contact details for the Travel Plan Coordinator to the County Council.
 - to ensure that the County Council is provided with up-to-date contact details for the Travel Plan Coordinator (as appropriate) throughout the life of the Site Wide Travel Plan.
 - To ensure that the Travel Plan Coordinator does not carry out his or her responsibilities otherwise than in accordance with the approved Site Wide Travel Plan.

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- Following implementation of the approved Site Wide Travel Plan, and having regard to the agreed management and monitoring programme set out in the approved Site Wide Travel Plan, to submit any update or revisions that are reasonably required to ensure the targets set out in the Site Wide Travel Plan are sent to the County Council for approval and subsequently to implement them.
- 6.8 The first Annual Performance Report prepared after the cumulative gross lettable employment floorspace (GIA) completed has exceeded 56,000sq m shall using data collected from the Junction Count include an analysis and assessment against the vehicle Entrance Limit (defined as TBC vehicles in the AM peak and TBC vehicles in the PM Peak for the entire development but pro rated to the completed floor space at the time of the assessment) Subsequent Annual Performance Reports shall contain the same analysis and assessment with the vehicle Entrance Limit adjusted to reflect the gross lettable employment floorspace (GIA) completed at the time of the survey.
- 6.9 If a breach of the relevant Entrance Limit has occurred, within three months an additional Junction Count shall be undertaken on five consecutive weekdays. A confirmed breach of the Entrance Limit will be considered to have occurred if the count exceeds the Entrance Limit on three or more of the surveyed days.
- 6.10 If a confirmed breach of the Entrance Limit has occurred the County Council shall be notified and the relevant analysis and assessment provided. Within one month a meeting of the Travel Plan Steering Group will be convened to review the results and agree on actions to be taken.

7.0 Car Parking Management Plan

- 7.1 Not to occupy any part of any phase of the development until the Car Parking Management Plan for that phase has been submitted to, and approved in writing by the County Council. The Management Plan is to cover as a minimum the allocation, management and enforcement of parking restrictions at the development.
- 7.2 Not to occupy any part of any phase of the development otherwise than in accordance with the approved Car Parking Management Plan (as may be amended from time to time).
- 7.3 Not to amend the approved Car Parking Management Plan without the further written approval of the County Council.
- 7.4 To implement any additional measures (including, but not limited to, the provision of additional car sharing spaces and charges for car parking in designated areas) that are reasonably identified by the County Council following a review of the Car Parking Management Plan and are specifically designed to incentivise occupiers of the development to reduce single occupancy car travel to and from the Development PROVIDED THAT the owners shall not be obliged to undertake any works or perform any action on land that is not within their control or which would discourage businesses from locating at the development.
- 7.5 At all times not to make available for use a car parking provision greater than 1 space per 56 sqm of gross lettable employment floorspace (GIA) that is let at any point in time.
- 7.6 At a time to be agreed with the County Council, to undertake a study of on street parking in Hinxton and other villages (TBC) within a 25 minute walk of the centre of the development site. Methodology and survey specification to be agreed with the County Council. If there is conclusive evidence that employees from the site are parking in Hinxton and other villages and walking to the site to fund the design, consultation and implementation of controlled parking zones as appropriate.

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8.0 Whittlesford Parkway Rail Station

- 8.1 Prior to occupation of the development complete an urban realm study identifying public realm and accessibility improvements required in the vicinity of Whittlesford Parkway Station. (study value to be capped at Sum TBC). In the course of undertaking the study, liaise with Network Rail and the train operating company.
- 8.2 Within 1 year of commencement of the technology park element of the development pay to the County Council the Whittlesford Parkway Station Improvement Sum (Sum TBC) to fund public realm and accessibility improvements at the station.

9.0 Hours of Operation and Access

- 9.1 Hours of use of any education or training facility on site (within use class D1) to be limited to off-peak hours 10:00 to 16:00 Monday to Friday and at any time on weekends and bank holidays
- 9.2 Membership of any gym facility on site (within use class D2) to be restricted to residents of local parishes (at off peak times only) & staff
- 9.3 Enrolment to nursery (use class D1) facility to be restricted to staff & residents of Hinxton parish.

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