

LAND TO NORTH OF LITTLE GREEN LANE, CROXLEY GREEN – 24/2073/OUT (PINS REFERENCE 6004972)

NOTE TO THE INSPECTOR: AGREED MANUSCRIPT AMENDMENTS TO THE SECTION 106 AGREEMENT

This note is provided to the Inspector to explain the manuscript amendments that the parties have agreed to the section 106 agreement submitted in connection with the above appeal (the "**S106 Agreement**").

The amendments fall into two categories:

1. The first category comprises minor tidying amendments to correct typographical errors and update cross-references within the S106 Agreement. These amendments do not affect the substance of any obligation; and
2. The second category comprises minor amendments to Schedule 5 (Medical Centre) and related definitions. These amendments insert a more appropriate restriction on the permitted use of the medical centre which will facilitate the raising of debt financing by the eventual operator of the medical centre.

All of the amendments set out below have been agreed between the parties following correspondence received from the NHS Integrated Care Board at a very late stage in the proceedings. Each party has provided the District Council with an express letter of authority to make the amendments by manuscript.

Category 1 – Minor tidying amendments

Amendments to the defined terms

- Within the definition of "Habitat Management and Monitoring Plan" or "HMMP", the reference to condition 20 has been deleted and replaced with a reference to condition 37; and the reference to condition 21 has been deleted and replaced with a reference to conditions 34 and 35 such that the definition reads:

"Habitat Management and Monitoring Plan" or "HMMP" means the detailed and costed plan submitted to and approved by the Council for the onsite habitat enhancement and creation and ongoing management and monitoring for 30 years which shall be prepared for each Phase in accordance with condition 37 and the biodiversity net gain plan approved under conditions 34 and 35 of the Planning Permission and the HMMP shall include any additional document, replacement document and/or variation of the same approved by the Council;"

- Within the definition of "Managed Land Plan", the reference to condition 27 has been deleted and replaced with a reference to condition 45 such that the definition reads:

"Managed Land Plan" means the detailed and costed plan submitted to and approved by the Council in accordance with condition 45 of the Planning Permission which sets out the enhancements to be carried out to the Country Park, Open Space and Woodland and the management and maintenance obligations that need to be complied with In Perpetuity including any compliance with the HMMP and any additional document, replacement document and/or variation of the same approved by the Council;"

Amendments to Schedule 4 to the S106 Agreement

- Within paragraph 4.1.6 of Schedule 4, the word "a" falling between "...450 Dwellings to..." and "...pay the remaining 20%..." has been deleted such that paragraph 4.1.6 reads:

"On the fourth anniversary of Occupation of the Development and in any event prior to Occupation of 450 Dwellings to pay the remaining 20% (twenty percent) of the Bus Service Contribution to the County Council".

Amendments to Schedule 5 to the S106 Agreement

- Within paragraph 15 of Schedule 5, the word "to" has been inserted between the words "...either that it does or does not wish..." and the words "...accept the Owner's offer..." such that paragraph 15 reads:

"In the event that the NHS ICB serves notice on the Owner during the Reservation Period to confirm that it no longer wishes to accept a disposal of the Medical Centre Land or serves no notice confirming either that it does or does not wish to accept the Owner's offer made pursuant to paragraph 13 above, the obligations in this Schedule shall determine absolutely and for the avoidance of doubt the Owner shall be free to use the land previously forming the Medical Centre Land for any purpose subject to first obtaining planning permission for such development (if so required) PROVIDED THAT all documentation provided by the NHS ICB confirming that it does not wish or has not expressed a wish to take a transfer of the Medical Centre Land has first been provided to the Council and the Council has confirmed its receipt in writing."

Category 2 – Amendments to the Medical Centre provisions

Amendments to the defined terms

- A new defined term "Medical Use" has been inserted between the definitions of "Medical Centre Specification" and "Mental Health Contribution" which reads as follows:

*"**"Medical Use"** means the use of the Medical Centre as a doctors surgery, clinic or primary health care centre for the provision of medical services by the NHS together with other ancillary pharmacy, primary, community health and social care purposes."*

Amendments to the main body of the S106 Agreement

- Within clause 11, a new sub-clause (d) containing the notice address of the NHS ICB has been inserted, which reads as follows:

"(d) if to the NHS ICB to be given or served at the following address: Deputy Director of Estates, NHS Central East ICB, Gemini House, Bartholomew's Walk, Cambridgeshire Business Park, Angel Drove, Ely, Cambridgeshire, CB7 4EA and copied to the following email addresses: sue.fogden@nhs.gov.uk and ceicb.planning@nhs.net"

Amendments to Schedule 5 (Medical Centre)

- Within paragraph 16(1) of Schedule 5, the words "*as a public medical centre or for other associated NHS medical services*" have been deleted and replaced by the words "*for the Medical Use, unless otherwise agreed in writing by the Council in accordance with paragraph 17 of this Schedule*" such that paragraph 16(1) reads:

"a covenant not to use or permit the Medical Centre to be used for any purpose other than for the Medical Use, unless otherwise agreed in writing by the Council in accordance with paragraph 17 of this Schedule; and".

- A new paragraph 17 has been inserted after the existing paragraph 16 which reads:

"Following the grant of the NHS ICB Lease (and subject to paragraph 16(b)) to use the Medical Centre strictly in accordance with the Medical Use unless otherwise first agreed in writing by the Council on account of the NHS ICB deciding not to renew all or part of its lease or sublease of the Medical Centre (and in any event such variations if agreed by the Council (in consultation with the NHS ICB) shall be limited to other medical or healthcare purposes within the meaning of Use Class E(e) of the Schedule to the Town & Country Planning (Use Classes) Order 1987)."

28 September 2026