

## Appendix 2

• <b>Planning Ref</b>	03/02709/OUT 12/02163/OUTM 13/02279/FULM 16/00342/FULM	<b>Ward</b>	Osballdwick and Derwent
• <b>Enf Ref</b>	07/00469/S106	<b>Parish</b>	Osballdwick Parish Council
• <b>Site Address</b>	Land Lying To The West Of Metcalfe Lane Osballdwick York	<b>Date of Unilateral Undertaking/ S106 Agreement</b>	4 October 2006 13 March 2013 introduces new application 4 March 2014 introduces new application 17 November 2016 introduces new app 4A with new obligations if implemented and varies original agreement anyway..
• <b>Cttee/Del Approval date</b>	31.01.2005 26.07.2012 05.03.2013 08.06.2016	<b>Decision date</b>	09.05.2007

Requirement	Contribution (and facility to be provided)	Trigger Point/Implementation	Amount Paid/Facility Provided	Date
<b>3. Education Contributions</b>				
<del>3.1 a Pay the First Education Contribution</del> Replaced by Consequential Amendments 17 November 2016 agreement see below.	<del>£206,330.00 (Index Linked)</del>	<del>Prior to Occupation of 60 Residential Units</del>	£206,330.00 Receipt 21006180 £ 58,377.80 (Ind Link) Receipt 21077485	11 March 2015 15 December 2016
<del>3.1 b Pay the Second Education Contribution</del> Replaced by Consequential Amendments 17 November 2016 agreement see below	<del>£150,000.00 (Index Linked)</del>	<del>Prior to Occupation of 150 Residential Units</del>	£150,000.00 Receipt 21045742 £ 44,610.78 (Ind Link) Receipt 21077485	05 February 2016 15 December 2016
<del>3.1 c Pay the Third Education Contribution</del>	<del>£150,000.00 (Index Linked)</del>	<del>Prior to Occupation of 400 Residential Units</del>		

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Replaced by Consequential Amendments 17 November 2016 agreement see below				
<del>3.1 d Pay the Fourth Education Contribution</del> Replaced by Consequential Amendments 17 November 2016 see below	<del>£100,000.00 (Index Linked)</del>	<del>Prior to Occupation of 490 500 Residential Units Agreed Amendments in 17 November 2016 Agreement.</del>		
<b>4. Public Access Areas</b>				
<del>4.1 a Submit the relevant Public Open Space Details</del> Replaced by Consequential Amendments 17 November 2016 agreement see below		<del>At the same time as the reserved matters application for that part of the development which includes the Public Open Space</del>		
<del>4.1 b Accompany Public Open Space details</del> Replaced by Consequential Amendments 17 November 2016 agreement see below	<del>i timetable for completion of Public Open Space ii Public Access and Management Plan in respect of Public Open Space</del>	<del>By reference to Occupation of Residential Units within that part</del>		
4.1 c Lay out and construct and complete all Public Open Spaces				
4.1 d Unless otherwise agreed with the Council		Not to Occupy more than the number of Residential Units specified within the timetable		
<del>4.1 e Manage and maintain Public Open Spaces</del> Replaced by	<del>At Developers own expense</del>	<del>For the life of the Development</del>		

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Consequential Amendments 17 November 2016 agreement see below				
<b>4.2 Pedestrian and Cycle Routes</b>				
<del>4.2 a submit relevant Public Access Routes details</del> Replaced by Consequential Amendments 17 November 2016 agreement see below		At the same time as the reserved matters application for that part		
<del>4.2 b Accompany Public Open Space details</del> Replaced by Consequential Amendments 17 November 2016 agreement see below	i timetable for completion of Public Access Routes ii Public Access and Management Plan in respect of Public Access Routes	By reference to Occupation of Residential Units within that part		
4.2 c Lay out and construct and complete all Public Access Routes				
4.2 d Unless otherwise agreed with the Council		Not to Occupy more than the number of Residential Units specified within the timetable		
<del>4.2 e Manage and maintain Public Open Spaces and allow access</del> Replaced by Consequential Amendments 17 November 2016 agreement see below	At Developers own expense	For the life of the Development, provided that obligation ceases to have effect in relation to Public Access Route maintainable at public expense.		
<b>4.3 LAPs</b>				
<del>4.3 a Submit relevant</del>		At the same time as the		

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LAP details Replaced by Consequential Amendments 17 November 2016 agreement see below		reserved matters application for that part		
4.3 b Accompany LAP details with Replaced by Consequential Amendments 17 November 2016 agreement see below	i timetable for completion of LAP ii Public Access and Management Plan in respect of LAP	By reference to Occupation of Residential Units within that part		
4.3 c Lay out and construct and complete all LAPs				
4.3 d Unless otherwise agreed with the Council		Not to Occupy more than number of Residential Units specified within the timetable		
4.3 e Manage and maintain the LAPs and allow access Replaced by Consequential Amendments 17 November 2016 agreement see below	At Developers own expense	For the life of the Development, provided that obligation ceases to have effect in relation to any LAP if Council or other body assume responsibility		
<b>4.4 On Site Recreational Facilities</b>				
4.4 a Submit On Site Recreational Facilities Details Replaced by Consequential Amendments 17 November 2016 agreement see below		At the same time as the reserved matters application for that part		
4.4 b Accompany On Site Recreational Facilities details with	i timetable for completion of On Site Recreational Facilities	By reference to Occupation of Residential Units within that part		

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Replaced by Consequential Amendments 17 November 2016 see below	ii <del>Public Access and Management Plan in respect of On Site Recreational Facilities</del>			
4.4 c Lay out and construct and complete On Site Recreational Facilities				
4.4 d Unless otherwise agreed with the Council		Not to Occupy more than number of Residential Units specified within the timetable		
4.4 e <del>Manage and maintain the On Site Recreational Facilities and allow access</del> Replaced by Consequential Amendments 17 November 2016 agreement see below	At Developers own expense	<del>For the life of the Development, provided that obligation ceases to have effect in relation to any On Site Recreational Facilities if Council or other body assume responsibility</del>		
<b>4.5 Temporary Closures</b>				
4.5 Agreed that Developer may from time to time prevent or restrict public access to any Public Access Area.				
<b>4.6 Rules and Regulations</b>				
The Developer may make reasonable rules and regulations with regard to the conduct of persons using any Public Access Area		Provided that such rules and regulations and any modifications thereto shall first be notified to the Council.		


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<b>4.7 Public Access and Management Plans</b>				
It is hereby agreed that the Developer may submit a single plan dealing with Public Access to and the maintenance and management of some or all of the Public Access Areas instead of separate plans for each such area				
<b>4.8 Off Site Recreational Facilities Contribution</b>				
<del>4.8 a Pay Council 25% of Off Site Recreational Facilities Contribution</del> Replaced by Consequential Amendments 17 November 2016 See below	<del>£79,500.00 (Index Linked)</del>	<del>Prior to Occupation of 60 Residential Units</del>	£ 79,500.00 Receipt 21006180 £ 22,493.26 (Ind Link) Receipt 21077485	11 March 2015 15 December 2016
<del>4.8 b Pay Council a further 25% of Off Site Recreational Facilities Contribution</del> Replaced by Consequential Amendments 17 November 2016 see below	<del>£79,500.00 (Index Linked)</del>	<del>Prior to Occupation of 150 Residential Units</del>	£ 79,500.00 Receipt 21045742 £ 23,643.71 (Ind Link) Receipt 21077485	05 February 2016 15 December 2016
<del>4.8 c Pay Council a further 25% of Off Site Recreational Facilities Contribution</del> Replaced by Consequential	<del>£79,500.00 (Index Linked)</del>	<del>Prior to Occupation of 400 Residential Units</del>		

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Amendments 17 November 2016 see below				
<del>4. d Pay to the Council the further sum of £79,500.00 (Index Linked) (being a further 25% of the Off Site Recreational Facilities Contribution) Pay Council a further 25% of Off Site Recreational Facilities Contribution Replaced by Consequential Amendments 17 November 2016 see below</del>	<del>£79,500.00 (Index Linked)</del>	<del>Prior to Occupation of 490 500 Residential Units. Agreed Amendments in 17 November 2016 agreement.</del>		
<b>No paragraph 4.9 in Principal Agreement but inserted in Consequential Amendments 17 November 2016 Agreement</b>				
<b>4.10 Maintenance of other areas</b>				
<del>Any areas of hard or soft landscaping or hard surfaces which are not within the ownership of individual Occupiers which are not subject to any management of maintenance obligation. Replaced by Consequential</del>	<del>Developer shall management or maintain those areas</del>			

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Amendments 17 November 2016 see below				
<b>5 Affordable Housing</b>				
5.1a	Not less than 40% of the Residential Units provided within the Development shall be Affordable Housing			
5.1b Unless otherwise agreed	<p>i 25% of the Residential Units shall be provided as Affordable Rented Units</p> <p>ii 15% of the Residential Units shall be provided as New Build Homebuy Units.</p> <p>iii Newbuild Homebuy units shall be provided on the basis of initial equity to the purchaser of between 25% and 75%.</p>			
5.2	Unless otherwise agreed with the Council the Affordable Housing Units shall be provided in general accordance with the dwelling type tenure and mix set out in the Table at Schedule 6	 Scan_Swithenbank_Mandy_20180129-09		
5.3	a) prior to or concurrently with the first app for the approval of reserved matters for the Development will submit the Affordable Housing			



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	Plan to the Council for approval			
	b) not implement development until Council has approved the Affordable housing Plan.			
	c) will carry out the Development “and the Phase 4A Development” in accordance with the Affordable Housing Plan as approved insertion through 17 November 2016 agreement			
<b>6. Ecohomes</b>				
6.1	a) 535 of the Residential Units will be provided to a minimum standard of “very Good”			
	b) 5 Residential Units will be provided to a “innovative Plus” (5 star rating).			
	c) all Residential Units will be constructed to achieve a maximum carbon dioxide emission of 24 kilograms/sq m of gross internal floor area per annum			
<b>7 Community Initiatives Partnership Committee</b>				
7.1	Maintain the Partnership Committee for the			

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	duration of the Development			
7.2	Partnership Committee shall appoint 3 sub-committees to consider a) Traffic issues b) Environmental c) Community	No later than 6 months following the grant of Planning Permission. Each Sub committee shall include representatives from residents of the Development.		
7.3	Terms of reference for Sub Committees shall be agreed between Developer and Council	Developer make community fund available after 50% occupation of Residential units. Developer shall have final decision on application of Community Fund.		
7.4	Provide a management presence on the site or immediately adjacent to the site and staffed a minimum of 20 hours per week.	On or Before occupation of 20 Residential Units and for a minimum period of 12 months or 24 months if car club continues to operate.		
7.5	At the end of the 12 or 24 months the office shall be provided if and as may be agreed.			
<b>8. Sustainable Travel</b>				
8.1 Pay the Council To be used towards annual running costs of the Bus Service	£60,000.00 (Index Linked)	Prior to occupation of any residential unit in Fifth Avenue or Meadlands or Temple Avenue	£ 10,500.00 Highways Invoice £ 10,000.00 Highways Invoice £ 39,500.00 Receipt 21101572 £ 20,099.30 (Ind Link) Receipt 21101572	23 October 2015 28 October 2015 05 July 2017 05 July 2017
	£60,000.00 (Index Linked) So making £240,000.00	On each anniversary of the payment above for a period of 3 years.		
8.2 Council will use reasonable endeavours		Prior to the date of first occupation of any		

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to ensure that the Bus Service is operating		Residential Unit within Fifth Avenue, Meadlands or Temple Avenue		
<b>9. Construction Traffic Management</b>				
9.1	<del>a) Council approve Construction Traffic Management Plan for that neighbourhood</del> <del>b) ensure that contractors engaged on construction comply with Construction Traffic Management Plan</del> Replaced by Consequential Amendments 17 November 2016 Agreement see point 12 below	<del>Not to commence works</del>		
9.2 After approval of Construction Traffic Management Plan	a) i) carry out joint survey of state and condition of highways which may be used. ii) agree a schedule of the state and condition	Within 20 working days of approval of CTMP		
	b) Upon Practical Completion of the Neighbourhood carry out joint survey of state and condition and agree a schedule	Within 20 working days of practical completion.		
	Any damage occurred Council to serve notice	Within 20 working days of the completion of the Survey		
<b>10. Nature Conservation</b>				

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<b>Replacement Nature Conservation Land</b>				
10.1	a) submit Replacement Nature Conservation Land Details and Replacement Nature Conservation Land Management Plan	Prior to implementation		
	b) i) provide Replacement Nature Conservation Land in accord with RNCLD ii) manage and maintain the Replacement Nature Conservation Land in accord with the RNCLMP	Prior to occupation of 200 residential units and subject to the grant of any planning permission		
<b>Hedgerows</b>				
10.2	a) Submit Hedgerow Details and Hedgerow Management Plan to Council	Prior to implementation		
	b) i) Carry out and complete hedgerow planting in accord with Hedgerow Details ii) thereafter manager and maintain in accord with the Hedgerow Management Plan Replaced with Consequential Amendments 17 November 2016 see point 13 below	Prior to occupation of 500 residential units.		
<b>Other Nature Conservation Measure</b>				

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10.3	a) will also submit Nature Conservation Measures Details with any Public Open Space details			
	b) accompany such Nature Conservation Measures Details with i) <del>timetable for implementation of Nature Conservation Measures</del> Replaced by Consequential Amendments 17 November 2016 see point 14 below ii) a Nature Conservation Management Plan in respect of the Nature Conservation Measures in question.			
	Implement the Nature Conservation Measures in accord with the Nature Conservation Measures Details as approved	In accord with the timetable and not to occupy more than the number of residential units specified within the timetable.		
	At own expense and for the life of the development “and the Phase 4A Development” added in Consequential Amendments 17 November 2016 see point 14 below to manage and maintain the Nature Conservation	Obligation shall cease if Council or any other statutory body shall assume responsibility for the management and maintenance of such Nature Conservation Measures.		

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	Measures in accord with the applicable Nature Conservation Management Plan			
<b>11. Development Surpluses</b>				
11.1	a) Development Surpluses Plan agreed with the Council	Unless otherwise agreed with the Council will not implement the development		
	b) Development Surpluses shall be applied towards all or any of i) Provision of additional Affordable Housing on site or elsewhere in Council's area ii) enhancing the environmental sustainability of the development iii) enhancing community facilities within the development or within the vicinity of the site.			
11.2	Where freehold interest sold in parts then the formula set out in definition of Development Surpluses shall be calculated notified to the Council each time.			
11.3	Only apply to the initial disposal of the Site following acquisition of			

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	the freehold interest in the Site from the Council.			
<b>12. Additional Obligations of the Council</b>				
12.1 The Council covenants	a) provide written evidence of satisfaction of each and every separate obligation on the part of the Developer and if so requested to execute a deed of release from the relevant provision and enter on the Local Land Charge	At the request of the Developer		
	b) assist and co-operate with the Developer to enable carrying out any obligation			
	Place sums in an interest bearing account	Within 5 working days of receipt of any payment		
	Apply all payments made: Education solely towards the provision of foundation or primary facilities in localities accessible to and convenient for residents Off Site Recreational Facilities solely towards the provision of the Off Site Recreational Facilities in localities accessible to/convenient for (1 mile radius of the			

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	<p>site)</p> <p>Clause 8.1 solely towards the provision of the Bus Service or alternative sustainable transport measures</p> <p>Clause 8.6 solely towards the provision of the car sharing club</p>			
	Provide the Developer with a breakdown of expenditure from the said payments and identify any unexpended payments	From time to time upon reasonable request (not more frequently than once every month)		
	Any such sum from the said payments is applied to provide the Developer with full written details of the purpose for which it has been applied.	Within 20 working days of the date sum or part of sum applied.		
	Repay any sums or part thereof as shall not have been used for their specified purposes	By the end of the period of 5 years beginning with the date of receipt by the Council. Repayment made within 10 working days of the end of the 5 year period		
	Ensure any recreational facilities provided of the Site with the Off-Site Recreational Facilities Contribution are appropriate as part or all of the youth and adult provision required in that part of the Council's			



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	Area within which the site is location and available for use by residents of the Development at all reasonable times.			
	Where details, plans or specifications are to be submitted to the Council for approval with no timescale			
<b>Supplemental Deed part of Agreement signed 17 November 2016</b>				
<b>First Schedule</b>				
<b>1</b>	Not to build on Phase 4A land and			
<b>2</b>	Terms of the principal S106 Agreement be varied in accordance with the Agreed Amendments set out in the Fourth Schedule to this deed and			
<b>3</b>	Terms of the Principal S106 Agreement be varied in accordance with the Consequential Amendments set out in the Third Schedule to this deed			
<b>4 Affordable Housing</b>				
4.1	Procure and complete at own cost Phase 4A New Build Homebuy Unit in accordance with the	The Phase 4A New Build Homebuy Unit will be completed prior to no more than 80% of Market		

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	Affordable Housing Plan and Clause 5.6(a) and (b) of Principal S106 Agreement	Housing Units within the Phase 4A Development being first occupied		
4.2	Not to occupy the Phase 4A New Build Homebuy Unit other than in accordance with the Affordable Housing Plan.			
4.3	Developer shall give the Council notice in writing	Not less than 5 working days prior to 80% of the Market Housing Units with in Phase 4A development being first occupied		
	Those Market Housing Units within Phase 4A which equate to more than 80% of the Market Housing Units	Shall not be occupied unless and until the notice has been served		
4.4	Upon written request from the Council send the Officer written notification of the number of Market Housing Units that are first Occupied within the Phase 4A Development			
<b>5 Phase 4A Education Contribution</b>				
5.1 Pay the Phase 4A Education Contribution	£85,180.00 (Phase 4A Index Linked)	Prior to the first Market Housing Unit within Phase 4A being first Occupied	£88,484.53 (Including Phase 4A Index Linked) receipt 21126126	21 February 2018
<b>6 Phase 4A Off-Site Recreational Facilities Contribution</b>				
6.1 Pay the Phase 4A Off-Site Recreational	£24,448.00 (Phase 4A Index Linked)	Prior to the first Market Housing Unit within Phase	£21,241.27 (Including Phase 4A Index Linked) receipt 21126126	21 February 2018

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Facilities Contribution		4A being first Occupied		
<b>7 Phase 4A Sustainable Travel</b>				
7.1 Provide to the First Occupier at the election of the Occupier	a) £150.00 towards a travel pass for one adult or b) £150.00 voucher as contribution to bicycle purchase	Upon each Unit being First Occupied		
7.2 Provide the first Occupier of each unit	Car Club Incentive equivalent value of £160.00 provided that if the Car Club ceases to exist notify the Council and thereafter not be required	Upon each Unit being First Occupied		
<b>Third Schedule</b>				
<b>Consequential Amendments</b>				
<b>1 Definitions</b>				
<b>2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with</b>				
a Pay first Education Contribution	£206,330.00 (Index Linked)	Prior to Occupation of 60 Residential Units (excluding Phase 4A)	£206,330.00 Receipt 21006180 £ 58,377.80 (Ind Link) Receipt 21077485	11 March 2015 15 December 2016
b Pay second Education Contribution	£150,000.00 (Index Linked)	Prior to Occupation of 150 Residential Units (excluding Phase 4A)	£150,000.00 Receipt 21045742 £ 44,610.78 (Ind Link) Receipt 21077485	05 February 2016 15 December 2016
c Pay third Education Contribution	£150,000.00 (Index Linked)	Prior to Occupation of 356 Residential Units (excluding Phase 4A)		
d Pay fourth Education Contribution	£100,000.00 (Index Linked)	Prior to Occupation of 446 Residential Units		

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		(excluding Phase 4A)		
<b>3 Consequential Amendments to Public Open Space Details</b>				
A Clause 4.1(a) and 4.1(b)(i) deleted replaced with	a Submit relevant Public Open Space Details to the Council b accompany Public Open Space Details with timetable for completion by reference to occupation of residential units within that part of the development	At the same time as the reserved matters application for that part of the Development		
B Clause 4.1(e) deleted and replaced with	e at own expense manage and maintain the Public Open Spaces and allow access thereto in accordance with the applicable Public Access and Management Plans as approved unless other body assume responsibility	For the life of the development or Phase 4A development		
<b>4 Consequential Amendments to Pedestrian and Cycle Routes</b>				
A Clause 4.2(a) and 4.2(b)(i) deleted and replaced with	a Submit relevant Public Access Routes Details to the Council for that part of the development and submit "New East Fields" Public Access Routes Details on implementation of Phase 4A Development	At the same time as the reserved matters for that part of the development		

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	b Accompany such Public Access Routes Details with (i) timetable for completion of Public Access Routes by reference to Occupation of residential units within that part of the development.			
B Clause 4.2(e) deleted and replaced with	e at own expense manage and maintain the Public Access Routes and allow access in accordance with the applicable Public Access and Management Plan as approved unless maintainable at the public expense	For the life of the Development or Phase 4A Development		
<b>5 Consequential Amendments to LAPS</b>				
A Clause 4.3(a) and 4.3(b)(i) deleted and replaced with 4.3 In relation to those LAPS which are not to be provided within any of the Public Open Spaces	a Submit relevant LAP Details to the Council for that part of the Development and Phase 4A Development for approval b accompany such LAP details with (i) timetable for completion by reference to occupation of residential units within that part of the development	On implementation of Phase 4A Development		
B Clause 4.3(e) deleted and replaced with	e at own expense manage and maintain the LAPs and allow	For the lifetime of the Development or Phase 4A Development		

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	access thereto in accordance with the Public Access and Management Plan unless Council or any other statutory body shall assume responsibility			
<b>6 Consequential Amendments to On-Site Recreational Facilities</b>				
A Clause 4.4(a) and 4.4(b)(i)(ii) shall be deleted and replaced with	a to submit the On-Site Recreational Facilities Details to the Council for approval, and to submit the On-Site Recreational Facilities for the Phase 4A Development	At the same time as the reserved matters application for that part of the development which includes the On-Site Recreational Facilities and on Implementation of the Phase 4A development		
b Accompany such On-Site Recreational Facilities Details with	i a timetable for completion of the On-Site Recreational Facilities	By reference to Occupation of Residential Units within that part of the Development or Phase 4A Development as applicable		
e at its own expense	Manage and maintain the On-Site Recreational Facilities and allow access thereto in accordance with the applicable Public Access and Management Plan as approved by the Council	For the life of the Development or Phase 4A Development as applicable		
<b>7 Consequential</b>				

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<b>Amendments to Off-Site Recreational Facilities Contribution Triggers</b>				
A Clause 4.8 shall be deleted and replaced with				
a pay to the Council	£79,500.00 (Index Linked) (25% of Off-Site Recreational Facilities Contribution)	Prior to Occupation of 60 Residential Units within the development excluding those pursuant to Phase 4A	£ 79,500.00 Receipt 21006180 £ 22,493.26 (Ind Link) Receipt 21077485	11 March 2015 15 December 2016
b pay to the Council	£79,500.00 (Index Linked) (further 25% of Off-Site Recreational Facilities Contribution)	Prior to Occupation of 150 Residential Units within the Development excluding those pursuant to Phase 4A	£ 79,500.00 Receipt 21045742 £ 23,643.71 (Ind Link) Receipt 21077485	05 February 2016 15 December 2016
c pay to the Council	£79,500.00 (Index Linked) (further 25% of Off-Site Recreational Facilities Contribution)	Prior to Occupation of 356 Residential Units within the Development excluding those pursuant to Phase 4A		
d pay to the Council	£79,500.00 (Index Linked) (further 25% of Off-Site Recreational Facilities Contribution)q	Prior to Occupation of 446 Residential Units within the Development excluding those pursuant to Phase 4A		
<b>8 Consequential Amendments to Maintenance of Other Areas</b>				
A Clause 4.10 shall be deleted and replaced with				
Any areas of hand or soft landscaping or hard surfaces within the site	Developer shall manage and maintain those areas	For the life of the Development or Phase 4A Development and shall		

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which are not within the ownership of individual Occupiers which are not subject to any management or maintenance obligation		cease to have effect if Council or any other statutory body assume responsibility		
<b>9 Consequential Amendments to Affordable Housing</b>				
A Clause 5.1(a) shall be deleted and replaced with	Not less than 40% of the Residential Units provided within the Site shall be Affordable Housing Units			
B Clause 5.2 shall be amended	Insert the words “or the Phase 4A Planning Permission where applicable” after the words “reserved matters application”.			
C Clause 5.2 shall be deleted and replaced with	It will carry out the Development and the Phase 4A Development in accordance with the Affordable Housing Plan as approved by the Council.			
D Clause 5.4(b) shall be deleted and replaced with	It will carry out the Development and the Phase 4A Development within each Neighbourhood in accordance with the Affordable Housing Neighbourhood Plan for that Neighbourhood as approved by the Council.			



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<b>10 Consequential Amendments to Prevent Double Counting</b>				
A An additional clause shall be inserted into the Principal S106 Agreement by inserting after clause 4.8	In the event both the Phase 4A Off-Site Recreational Facilities Contribution and the Phase 4A Education Contribution has been paid in accordance with the Supplemental Agreement dated 17 November 2016 then the Off-Site Recreational Facilities Contribution and the Education Contribution shall be reduced by the Reduction Amount being subtracted from the instalments due pursuant to clause 4.8(c) and clause 3.1 (c)	In any event that Prior to the Occupation of 356 Residential Units		
<b>11 Consequential Amendments to Sustainable Travel</b>				
A Clause 8.5(a) shall be deleted and replaced with	a It shall provide to the Occupier of such Unit at the election of such Occupier	Upon first Occupation of each Unit within the Development (for the avoidance of doubt excluding those units built pursuant to the Phase 4A Planning Permission)		
B Clause 8.5(b) shall be amended by the insertion of	“within the Development (for the avoidance of Doubt excluding the			

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	Units built pursuant to the Phase 4A Planning Permission)” after the words “Residential Units”			
<b>12 Consequential Amendments to Construction Traffic Management</b>				
A Clause 9.1(a) shall be deleted and replaced with	Until Council has approved a Construction Traffic Management Plan for the Neighbourhood	Not to commence works pursuant to the Development or the Phase 4A Development in any Neighbourhood		
<b>13 Consequential Amendments to Hedgerows</b>				
A Clause 10.2(b) shall be deleted and replaced with	(b) Carry out and complete the hedgerow planting in accordance with the Hedgerow Details as approved by the Council pursuant to clause 10.1(a) and that it will thereafter manage and maintain such hedgerow planting in accordance with the Hedgerow Management Plan as approved by the Council pursuant to clause 10.1(a)	Prior to the Occupation of 450 Residential Units		
<b>14 Consequential Amendments to Other Nature Measures</b>				
A Clause 10.3(b)(i) shall be deleted and replaced	i a timetable for implementation of the	By reference to Occupation of Residential		

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with	Nature Conservation Measures	Units within that part of the Development and/or the Phase 4A Development		
B Clause 10.3(e) shall be amended by the insertion	“and the Phase 4A Development” after the word “Development”			
<b>15 Consequential Amendments to Plans and Schedules</b>				
A Plan 2 shall be deleted and replaced with Plan 2 showing Neighbourhood Areas to the Supplemental Deed 17 November 2016				
B Plan 3 being the Affordable Housing Distribution Plan 2016 to the Supplemental Deed 17 November 2016 shall be inserted and referred to as Plan 3				
C Public Access Areas Plan within Principal S106 Agreement shall be deleted and replaced with the plan annexed to the Supplemental Deed marked Plan 4 showing the Public Access Areas as revised to accommodate Phase 4A Development and shall be referred to as Plan 4				
D Plan 5 showing Phase 4A Land annexed to				

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Supplemental Deed shall be inserted and shall therein be referred to as Plan 5				
E Table at Schedule 6 of Principal S106 Agreement shall be deleted and replaced with the Table annexed to Supplemental Deed and marked Schedule 6 Table.				