| Planning     Ref                | 03/02709/OUT<br>12/02163/OUTM<br>13/02279/FULM<br>16/00342/FULM     | Ward   | Osbaldwick and Derwent  |
|---------------------------------|---|--|---|
| <ul> <li>Enf Ref</li> </ul>     | 07/00469/S106   | Parish   | Osbaldwick Parish Council   |
| Site     Address                | Land Lying To The<br>West Of<br>Metcalfe Lane<br>Osbaldwick<br>York | Date of Unilateral<br>Undertaking/ S106<br>Agreement | 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 |
| Cttee/Del     Approval     date | 31.01.2005<br>26.07.2012<br>05.03.2013<br>08.06.2016                | Decision date  | 09.05.2007  |

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

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

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

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

| 4.7 Public Access and    |                   |                            |                                |                  |
|--------------------------|-------------------|----------------------------|--------------------------------|------------------|
| Management Plans         |                   |                            |                                |                  |
| 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                |                   |                            |                                |                  |
| 4.8 Off Site             |                   |                            |                                |                  |
| Recreational Facilities  |                   |                            |                                |                  |
| Contribution             |                   |                            |                                |                  |
| 4.8 a Pay Council 25%    | £79,500.00 (Index | Prior to Occupation of 60  | £ 79,500.00 Receipt 21006180   | 11 March 2015    |
| of Off Site Recreational | Linked)           | Residential Units          | £ 22,493.26 (Ind Link) Receipt | 15 December 2016 |
| Facilities Contribution  | ,                 |                            | 21077485                       |                  |
| Replaced by              |                   |                            |                                |                  |
| Consequential            |                   |                            |                                |                  |
| Amendments 17            |                   |                            |                                |                  |
| November 2016 See        |                   |                            |                                |                  |
| below                    |                   |                            |                                |                  |
| 4.8 b Pay Council a      | £79,500.00 (Index | Prior to Occupation of 150 | £ 79,500.00 Receipt 21045742   | 05 February 2016 |
| further 25% of Off Site  | Linked)           | Residential Units          | £ 23,643.71 (Ind Link) Receipt | 15 December 2016 |
| Recreational Facilities  | ,                 |                            | 21077485                       |                  |
| Contribution Replaced    |                   |                            |                                |                  |
| by Consequential         |                   |                            |                                |                  |
| Amendments 17            |                   |                            |                                |                  |
| November 2016 see        |                   |                            |                                |                  |
| below                    |                   |                            |                                |                  |
| 4.8 c Pay Council a      | £79,500.00 (Index | Prior to Occupation of 400 |                                |                  |
| further 25% of Off Site  | Linked)           | Residential Units          |                                |                  |
| Recreational Facilities  | ,                 | 3                          |                                |                  |
| Contribution Replaced    |                   |                            |                                |                  |
| by Consequential         |                   |                            |                                |                  |

| 1-1                       |                            |                            |  |
|---------------------------|----------------------------|----------------------------|--|
| Amendments 17             |                            |                            |  |
| November 2016 see         |                            |                            |  |
| below                     |                            |                            |  |
| 4. d Pay to the Council   | £79,500.00 (Index          | Prior to Occupation of 490 |  |
| the further sum of        | Linked)                    | 500 Residential Units.     |  |
| £79,500.00 (Index         | ,                          | Agreed Amendments in       |  |
| Linked) (being a further  |                            | 17 November 2016           |  |
| 25% of the Off Site       |                            | agreement.                 |  |
| Recreational Facilities   |                            | Ğ                          |  |
| Contribution) Pay         |                            |                            |  |
| Council a further 25% of  |                            |                            |  |
| Off Site Recreational     |                            |                            |  |
| Facilities Contribution   |                            |                            |  |
| Replaced by               |                            |                            |  |
| Consequential             |                            |                            |  |
| Amendments 17             |                            |                            |  |
| November 2016 see         |                            |                            |  |
| below                     |                            |                            |  |
| No paragraph 4.9 in       |                            |                            |  |
| Principal Agreement       |                            |                            |  |
| but inserted in           |                            |                            |  |
| Consequential             |                            |                            |  |
| Amendments 17             |                            |                            |  |
| November 2016             |                            |                            |  |
| Agreement                 |                            |                            |  |
| 4.10 Maintenance of       |                            |                            |  |
| other areas               |                            |                            |  |
| Any areas of hand or soft | <del>Developer shall</del> |                            |  |
| landscaping or hard       | management or maintain     |                            |  |
| surfaces which are not    | those areas                |                            |  |
| within the ownership of   |                            |                            |  |
| individual Occupiers      |                            |                            |  |
| which are not subject to  |                            |                            |  |
| any management of         |                            |                            |  |
| maintenance obligation.   |                            |                            |  |
| Replaced by               |                            |                            |  |
| Consequential             |                            |                            |  |

| Amendments 17         |  |                   |  |
|-----------------------|--|-------------------|--|
| November 2016 see     |  |                   |  |
| below                 |  |                   |  |
| 5 Affordable Housing  |  |                   |  |
| 5.1a                  | Not less than 40% of the                     |                   |  |
|                       | Residential Units                            |                   |  |
|                       | provided within the                          |                   |  |
|                       | Development shall be                         |                   |  |
|                       | Affordable Housing                           |                   |  |
| 5.1b Unless otherwise | i 25% of the Residential                     |                   |  |
| agreed                | Units shall be provided                      |                   |  |
|                       | as Affordable Rented                         |                   |  |
|                       | Units  |                   |  |
|                       | ii 15% of the Residential                    |                   |  |
|                       | Units shall be provided as New Build Homebuy |                   |  |
|                       | Units.                                       |                   |  |
|                       | iii Newbuild Homebuy                         |                   |  |
|                       | units shall be provided                      |                   |  |
|                       | on the basis of initial                      |                   |  |
|                       | equity to the purchaser                      |                   |  |
|                       | of between 25% and                           |                   |  |
|                       | 75%.   |                   |  |
| 5.2                   | Unless otherwise agreed                      | PDF               |  |
|                       | with the Council the                         | 2                 |  |
|                       | Affordable Housing Units                     | Scan_Swithenbank_ |  |
|                       | shall be provided in                         | Mandy_20180129-09 |  |
|                       | general accordance with                      | -                 |  |
|                       | the dwelling type tenure                     |                   |  |
|                       | and mix set out in the                       |                   |  |
|                       | Table at Schedule 6                          |                   |  |
| 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                       |                   |  |

|                       | 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            |  |  |
| 6. Ecohomes           |                           |  |  |
| 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                 |  |  |
| 7 Community           | por armam                 |  |  |
| Initiatives           |                           |  |  |
| Partnership Committee |                           |  |  |
| 7.1                   | Maintain the Partnership  |  |  |
| <b>'</b> ''           | Committee for the         |  |  |
|                       | COMMITTEE TOT LITE        |  |  |

| duration of the Development  7.2 Partnership Committee shall appoint 3 sub-committees to consider  a) Traffic issues b) Environmental c) Community  b) Environmental c) Community  7.3 Terms of reference for Sub Committees shall be agreed between Developer and Council  Partnership Committee shall following the grant of Planning Permission.  Each Sub committee shall include representatives from residents of the Development.  Developer make community fund available after 50% occupation of Residential units.  Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on application of Terms of the Developer shall have final decision on the Developer shall have final decision on the Developer shall have final decision on the |
|---|
| 7.2 Partnership Committee shall appoint 3 sub-committees to consider a) Traffic issues b) Environmental c) Community  7.3 Terms of reference for Sub Committees shall be agreed between Developer and Council  7.4 Partnership Committee shall following the grant of Planning Permission. Each Sub committee shall include representatives from residents of the Development.  7.3 Developer make community fund available after 50% occupation of Residential units. Developer shall have final decision on application of  |
| shall appoint 3 sub- committees to consider a) Traffic issues b) Environmental c) Community  Terms of reference for Sub Committees shall be agreed between Developer and Council  Shall appoint 3 sub- following the grant of Planning Permission. Each Sub committee shall include representatives from residents of the Developer make community fund available after 50% occupation of Residential units. Developer shall have final decision on application of  |
| committees to consider a) Traffic issues b) Environmental c) Community from residents of the Development.  7.3  Terms of reference for Sub Committees shall be agreed between Developer and Council Developer shall have final decision on application of   |
| a) Traffic issues b) Environmental c) Community from residents of the Development.  7.3  Terms of reference for Sub Committees shall be agreed between Developer and Council Developer shall have final decision on application of  |
| b) Environmental c) Community include representatives from residents of the Development.  7.3 Terms of reference for Sub Committees shall be agreed between Developer and Council Developer and Council Developer shall have final decision on application of   |
| 7.3 Terms of reference for Sub Committees shall be agreed between Developer and Council Developer shall have final decision on application of   |
| 7.3 Terms of reference for Sub Committees shall be agreed between Developer and Council Developer shall have final decision on application of   |
| 7.3 Terms of reference for Sub Committees shall be agreed between Developer and Council Developer shall have final decision on application of   |
| Sub Committees shall be agreed between after 50% occupation of Developer and Council Developer shall have final decision on application of  |
| be agreed between Developer and Council Residential units. Developer shall have final decision on application of  |
| Developer and Council Residential units. Developer shall have final decision on application of  |
| Developer shall have final decision on application of   |
| Developer shall have final decision on application of   |
|   |
|   |
| Community Fund.   |
| 7.4 Provide a management On or Before occupation  |
| presence on the site or of 20 Residential Units   |
| immediately adjacent to and for a minimum period  |
| the site and staffed a of 12 months or 24   |
| minimum of 20 hours per   months if car club  |
| week. 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.   |
| 8. Sustainable Travel   |
| 8.1 Pay the Council £60,000.00 (Index Prior to occupation of any £ 10,500.00 Highways Invoice 23 October 2015   |
| To be used towards Linked) residential unit in Fifth £ 10,000.00 Highways Invoice 28 October 2015   |
| annual running costs of Avenue or Meadlands or £ 39,500.00 Receipt 21101572 05 July 2017  |
| the Bus Service Temple Avenue £ 20,099.30 (Ind Link) Receipt 05 July 2017   |
| 21101572  |
| £60,000.00 (Index On each anniversary of  |
| Linked) the payment above for a   |
| So making £240,000.00 period of 3 years.  |
| 8.2 Council will use Prior to the date of first   |
| reasonable endeavours occupation of any   |

| to ensure that the Bus  |   | Residential Unit within  |  |
|-------------------------|---|--|--|
|                         |   |  |  |
| Service is operating    |   | Fifth Avenue, Meadlands  |  |
| 0.0 ( ) 7 (             |   | or Temple Avenue   |  |
| 9. Construction Traffic |   |  |  |
| Management              |   |  |  |
| 9.1                     | a) Council approve                          | Not to commence works  |  |
|                         | Construction Traffic                        |  |  |
|                         | Management Plan for                         |  |  |
|                         | that neighbourhood                          |  |  |
|                         | b) ensure that                              |  |  |
|                         | contractors engaged on                      |  |  |
|                         | construction comply with                    |  |  |
|                         | Construction Traffic                        |  |  |
|                         | Management Plan                             |  |  |
|                         | Replaced by                                 |  |  |
|                         | Consequential                               |  |  |
|                         | Amendments 17                               |  |  |
|                         | November 2016                               |  |  |
|                         | Agreement see point 12                      |  |  |
|                         | below                                       |  |  |
| 9.2 After approval of   | a) i) carry out joint                       | Within 20 working days of  |  |
| Construction Traffic    | survey of state and                         | approval of CTMP   |  |
| Management Plan         | condition of highways                       | Spp. State S |  |
| inanagement ian         | which may be used.                          |  |  |
|                         | ii) agree a schedule of                     |  |  |
|                         | the state and condition                     |  |  |
|                         | b) Upon Practical                           | Within 20 working days of  |  |
|                         | Completion of the                           | practical completion.  |  |
|                         | Neighbourhood carry out                     | practical completion.  |  |
|                         | joint survey of state and                   |  |  |
|                         | condition and agree a                       |  |  |
|                         | schedule                                    |  |  |
|                         |   | Within 20 working days of  |  |
|                         | Any damage occurred Council to serve notice | the completion of the  |  |
|                         | Council to serve notice                     | -  |  |
| 10. Nature              |   | Survey   |  |
|                         |   |  |  |
| Conservation            |   |  |  |

| Poplacoment Nature                   |                         | <u> </u>                    |  |
|--------------------------------------|-------------------------|-----------------------------|--|
| Replacement Nature Conservation Land |                         |                             |  |
|                                      | ) - 1 '( D 1            | Directorios de Cons         |  |
| 10.1                                 | a) submit Replacement   | Prior to implementation     |  |
|                                      | Nature Conservation     |                             |  |
|                                      | Land Details and        |                             |  |
|                                      | Replacement Nature      |                             |  |
|                                      | Conservation Land       |                             |  |
|                                      | Management Plan         |                             |  |
|                                      | b) i) provide           | Prior to occupation of 200  |  |
|                                      | Replacement Nature      | residential units and       |  |
|                                      | Conservation Land in    | subject to the grant of any |  |
|                                      | accord with RNCLD       | planning permission         |  |
|                                      | ii) manage and maintain |                             |  |
|                                      | the Replacement Nature  |                             |  |
|                                      | Conservation Land in    |                             |  |
|                                      | accord with the         |                             |  |
|                                      | RNCLMP                  |                             |  |
| Hedgerows                            |                         |                             |  |
| 10.2                                 | a) Submit Hedgerow      | Prior to implementation     |  |
|                                      | Details and Hedgerow    | P                           |  |
|                                      | Management Plan to      |                             |  |
|                                      | Council                 |                             |  |
|                                      | b) i) Carry out and     | Prior to occupation of 500  |  |
|                                      | complete hedgerow       | residential units.          |  |
|                                      | planting in accord with | recidential arms.           |  |
|                                      | 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          |                             |  |
| Other Nature                         | point 13 below          |                             |  |
| Conservation Measure                 |                         |                             |  |
| Constitution Micasult                |                         | 1                           |  |

| 10.2 | ما سال ما مو میاه ساله    |                            |  |
|------|---------------------------|----------------------------|--|
| 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) timetable for          |                            |  |
|      | implementation of         |                            |  |
|      | Nature Conservation       |                            |  |
|      | Measures 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      | In accord with the         |  |
|      | Conservation Measures     | timetable and not to       |  |
|      | in accord with the Nature | occupy more than the       |  |
|      | Conservation Measures     | number of residential      |  |
|      | Details as approved       | units specified within the |  |
|      | Details as approved       | timetable.                 |  |
|      | At own expense and for    | Obligation shall cease if  |  |
|      | the life of the           |                            |  |
|      |                           | Council or any other       |  |
|      | development "and the      | statutory body shall       |  |
|      | Phase 4A Development"     | assume responsibility for  |  |
|      | added in Consequential    | the management and         |  |
|      | Amendments 17             | maintenance of such        |  |
|      | November 2016 see         | Nature Conservation        |  |
|      | point 14 below to         | Measures.                  |  |
|      | manage and maintain       |                            |  |
|      | the Nature Conservation   |                            |  |

|                 | Measures in accord with    |                           |  |
|-----------------|----------------------------|---------------------------|--|
|                 | the applicable Nature      |                           |  |
|                 | Conservation               |                           |  |
|                 | Management Plan            |                           |  |
| 11. Development |                            |                           |  |
| Surpluses       |                            |                           |  |
| 11.1            | a) Development             | Unless otherwise agreed   |  |
|                 | Surpluses Plan agreed      | with the Council will not |  |
|                 | with the Council           | 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   |                           |  |

|                    | the freehold interest in  |                          |  |
|--------------------|---------------------------|--------------------------|--|
|                    | the Site from the         |                          |  |
|                    | Council.                  |                          |  |
| 12. Additional     | Council.                  |                          |  |
| Obligations of the |                           |                          |  |
| Council            |                           |                          |  |
| 12.1 The Council   | a) provide written        | At the request of the    |  |
| covenants          | evidence of satisfaction  | Developer                |  |
| Coveriants         | of each and every         | Developei                |  |
|                    | 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     |                          |  |
|                    | b) assist and co-operate  |                          |  |
|                    | with the Developer to     |                          |  |
|                    | enable carrying out any   |                          |  |
|                    | obligation                |                          |  |
|                    | Place sums in an          | Within 5 working days of |  |
|                    | interest bearing account  | 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 |                          |  |

| site) Clause 8.1 solely towards the provision of the Bus Service or alternative sustainable transport measures Clause 8.6 solely towards the provision of the car sharing club  |  |  |
|---|--|--|
| 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<br>thereof as shall not have<br>been used for their<br>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 |  |  |

|                      | 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                |                         |  |
| Supplemental Deed    |                          |                         |  |
| part of Agreement    |                          |                         |  |
| signed 17 November   |                          |                         |  |
| 2016                 |                          |                         |  |
| First Schedule       |                          |                         |  |
| 1                    | Not to build on Phase 4A |                         |  |
|                      | land and                 |                         |  |
| 2                    | Terms of the principal   |                         |  |
| _                    | S106 Agreement be        |                         |  |
|                      | varied in accordance     |                         |  |
|                      | with the Agreed          |                         |  |
|                      | Amendments set out in    |                         |  |
|                      | the Fourth Schedule to   |                         |  |
|                      | this deed and            |                         |  |
| 3                    | Terms of the Principal   |                         |  |
|                      | S106 Agreement be        |                         |  |
|                      | varied in accordance     |                         |  |
|                      | with the Consequential   |                         |  |
|                      | Amendments set out in    |                         |  |
|                      | the Third Schedule to    |                         |  |
|                      | this deed                |                         |  |
| 4 Affordable Housing |                          |                         |  |
| 4.1                  | Procure and complete at  | The Phase 4A New Build  |  |
|                      | own cost Phase 4A New    | Homebuy Unit will be    |  |
|                      | Build Homebuy Unit in    | completed prior to no   |  |
|                      | accordance with the      | more than 80% of Market |  |
|                      |                          |                         |  |

|                         | Affordable Housing Plan   | Housing Units within the    |                                |                  |
|-------------------------|---------------------------|-----------------------------|--------------------------------|------------------|
|                         | and Clause 5.6(a) and     | Phase 4A Development        |                                |                  |
|                         | (b) of Principal \$106    | being first occupied        |                                |                  |
|                         | Agreement                 |                             |                                |                  |
| 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  | Not less than 5 working     |                                |                  |
|                         | Council notice in writing | days prior to 80% of the    |                                |                  |
|                         | _                         | Market Housing Units with   |                                |                  |
|                         |                           | in Phase 4A development     |                                |                  |
|                         |                           | being first occupied        |                                |                  |
|                         | Those Market Housing      | Shall not be occupied       |                                |                  |
|                         | Units within Phase 4A     | unless and until the notice |                                |                  |
|                         | which equate to more      | has been served             |                                |                  |
|                         | than 80% of the Market    |                             |                                |                  |
|                         | Housing Units             |                             |                                |                  |
| 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      |                             |                                |                  |
| 5 Phase 4A Education    |                           |                             |                                |                  |
| Contribution            |                           |                             |                                |                  |
| 5.1 Pay the Phase 4A    | £85,180.00 (Phase 4A      | Prior to the first Market   | £88,484.53 (Including Phase 4A | 21 February 2018 |
| Education Contribution  | Index Linked)             | Housing Unit within Phase   | Index Linked) receipt 21126126 |                  |
|                         |                           | 4A being first Occupied     |                                |                  |
| 6 Phase 4A Off-Site     |                           |                             |                                |                  |
| Recreational Facilities |                           |                             |                                |                  |
| Contribution            |                           |                             |                                |                  |
| 6.1 Pay the Phase 4A    | £24,448.00 (Phase 4A      | Prior to the first Market   | £21,241.27 (Including Phase 4A | 21 February 2018 |
| Off-Site Recreational   | Index Linked)             | Housing Unit within Phase   | Index Linked) receipt 21126126 |                  |

| Facilities Contribution   Thorse 4A   Sustainable Travel   7.1 Provide to the First Occupier at the election of the Occupier at the election of the Occupier as contribution to bicycle purchase   Upon each Unit being First Occupied   First Occupied   First Occupied   First Occupied   First Occupied   |                          |                           |                           |                                |                  |
|--|--------------------------|---------------------------|---------------------------|--------------------------------|------------------|
| Sustainable Travel   7.1 Provide to the First Occupier at the election of the Occupier at the election of the Occupier as contribution to bicycle purchase   Upon each Unit being First Occupied   First Occupied  |                          |                           | 4A being first Occupied   |                                |                  |
| 7.1 Provide to the First Occupier at the election of the Occupier as contribution to bicycle purchase  7.2 Provide the first Occupier of each unit of £150.00 voucher as contribution to bicycle purchase  7.2 Provide the first Occupier of each unit of £160.00 provided that if the Car Club ceases to exist notify the Council and thereafter not be required  7.5 Provide the first Occupier of each unit of £160.00 provided that if the Car Club ceases to exist notify the Council and thereafter not be required  7.6 Provide the first Occupied  7.7 Provide the first Occupied  7.8 Provide the first Occupied  7.9 Provide the first Occupied  7.9 Provide the first Occupied  7.9 Provide the first Occupied  7.1 Provide the first Occupied  7.2 Provide the first Occupied  7.3 Provide the first Occupied  7.4 Provide the first Occupied  7.5 Provide the first Occupied  7.6 Provide the first Occupied  7.7 Provide the first Occupied  7.8 Provide the first Occupied  7.9 | 7 Phase 4A               |                           |                           |                                |                  |
| Occupier at the election of the Occupier  Iravel pass for one adult or by £150.00 voucher as contribution to bicycle purchase  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  Third Schedule  Consequential Amendments  1 Definitions  2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  D Pay second Education Contribution  C Pay third Education Contribution  C Pay third Education Contribution  C Pay fourth Education  E Pay second Education  C Pay fourth  | Sustainable Travel       |                           |                           |                                |                  |
| Cocupier at the election of the Occupier of each unit occupier occupied  Third Schedule  Consequential Amendments Oconsequential Amendments Oconsequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution  Definition  Definition  Eloo,000.00 (Index Linked)  Eloo,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 446  | 7.1 Provide to the First | a) £150.00 towards a      | Upon each Unit being      |                                |                  |
| of the Occupier  or b) £150,00 voucher as contribution to bicycle purchase  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  Third Schedule Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution  D Pay second Education Contribution Contributio | Occupier at the election | travel pass for one adult | , ,                       |                                |                  |
| as contribution to bicycle purchase  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  Third Schedule Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution E150,000.00 (Index Linked)  E150,000.00 (Index Linked)  Prior to Occupation of 50 Residential Units (excluding Phase 4A) C Pay third Education Contribution Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Linked)  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Pay third Education Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Pay third Education Contribution  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Pay third Education Contribution  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Pay fourth Education Contribution  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 446  | •                        | ·                         | '                         |                                |                  |
| 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  Third Schedule  Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution  E150,000.00 (Index Linked)  F150,000.00 (Ind | '                        | •                         |                           |                                |                  |
| 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  Third Schedule  Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education  Contribution \$\frac{\text{206,330.00}}{\text{(Inked)}}\$ (Index \text{Linked})  b Pay second Education Contribution  Contribution  Contribution  \$\frac{\text{206,330.00}}{\text{(Inked)}}\$ (Index \text{Linked})  \$\frac{\text{206,330.00}}{\text{(Index)}}\$ (Index \text{Linked})  \$\frac{\text{206,330.00}}{\text{(Index)}}\$ (Index \text{Linked})  \$\frac{\text{206,330.00}}{\text{(Robustation of 150}}\$ (Excluding Phase 4A)  \$\frac{\text{206,330.00}}{\text{Robustation}}\$ (Ind Link) Receipt 21045742  \$\text{2077485}\$ (Ind Link) Receipt 21077485  \$\frac{\text{206,330.00}}{\text{(Index)}}\$ (Index \text{Linked})  \$\text{206,330.00} (Index \text{Linked}) (Index \text{Linked})  \$\text{206,330.00} (Receipt 21045742 \text{2} \text{44,610.78} (Ind Link) Receipt 21077485}  \$\text{2077485}\$ (Ind Link) Receipt 21077485   |                          | _                         |                           |                                |                  |
| Occupier of each unit    equivalent value of £160.00 provided that if the Car Club ceases to exist notify the Council and thereafter not be required   Third Schedule  |                          |                           |                           |                                |                  |
| Occupier of each unit    equivalent value of £160.00 provided that if the Car Club ceases to exist notify the Council and thereafter not be required   Third Schedule  | 7.2 Provide the first    | Car Club Incentive        | Upon each Unit being      |                                |                  |
| E160.00 provided that if the Car Club ceases to exist notify the Council and thereafter not be required  Third Schedule  Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contribution Elaced with a Pay first Education Contribution  Deay second Education Contribution  Contribution  E206,330.00 (Index (excluding Phase 4A))  Deay second Education Contribution  Contribution  E150,000.00 (Index (excluding Phase 4A))  C Pay third Education Contribution  E150,000.00 (Index (excluding Phase 4A))  Deay fourth Education Contribution  E150,000.00 (Index (excluding Phase 4A))  E150,000.00 (Index (excluding Phase 4A))  Deay fourth Education Contribution  E150,000.00 (Index (excluding Phase 4A))  |                          |                           |                           |                                |                  |
| the Car Člub ceases to exist notify the Council and thereafter not be required  Third Schedule  Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution  b Pay second Education Contribution  Contribution  Contribution  E150,000.00 (Index Linked)  C Prior to Occupation of 150 Residential Units (excluding Phase 4A)  C Pay third Education Contribution  E150,000.00 (Index Linked)  C Prior to Occupation of 150 Residential Units (excluding Phase 4A)  C Pay third Education Contribution  E150,000.00 (Index Linked)  C Prior to Occupation of 356 Residential Units (excluding Phase 4A)  C Pay third Education Contribution  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  C Pay third Education Contribution  E100,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 446   | Coodpier of each and     |                           | The Cocapica              |                                |                  |
| exist notify the Council and thereafter not be required  Third Schedule  Consequential Amendments 1 Definitions 2 Consequential Amendments to Education Contribution 2 Prior to Occupation of 60 Residential Units (excluding Phase 4A) 5 Pay second Education Contribution Contribution Contribution Contribution Contribution  E150,000.00 (Index Linked) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Pay fourth Education C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 356 Residential Units (excluding Phase 4A) C Prior to Occupation of 446  |                          |                           |                           |                                |                  |
| and thereafter not be required  Third Schedule  Consequential Amendments  1 Definitions  2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution  b Pay second Education Contribution  Contribution  E150,000.00 (Index Linked)  E150,000 |                          |                           |                           |                                |                  |
| Third Schedule   |                          | ,                         |                           |                                |                  |
| Third Schedule  Consequential Amendments  2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  b Pay second Education Contribution  Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Linked)  Prior to Occupation of 60 Residential Units (excluding Phase 4A)  Prior to Occupation of 150 Residential Units (excluding Phase 4A)  Prior to Occupation of 150 Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Linked)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 446  |                          |                           |                           |                                |                  |
| Consequential Amendments  1 Definitions  2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  b Pay second Education Contribution  c Prior to Occupation of 60 Residential Units (excluding Phase 4A)  b Pay second Education Contribution  c Prior to Occupation of 50 Residential Units (excluding Phase 4A)  b Pay second Education Contribution  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Pay third Education Contribution  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education Contribution  c Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education  £150,000.00 (Index Prior to Occupation of 446   | Third Schedule           | 10441104                  |                           |                                |                  |
| Amendments  2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  b Pay second Education Contribution  Contribution  c Prior to Occupation of 60 Residential Units (excluding Phase 4A)  b Pay second Education Contribution  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Pay third Education Contribution  E 150,000.00 (Index Linked)  E 150,000.00 (Index Linked)  F 150,000.00 (Index Residential Units (excluding Phase 4A)  Prior to Occupation of 150 Residential Units (excluding Phase 4A)  C Pay third Education Contribution  E 150,000.00 (Index Linked)  E 150,000.00 (Index Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  Prior to Occupation of 346  Residential Units (excluding Phase 4A)  Prior to Occupation of 446  |                          |                           |                           |                                |                  |
| 1 Definitions 2 Consequential Amendments to Education Contributions Triggers Clause 3 deleted and replaced with a Pay first Education Contribution  b Pay second Education Contribution  c Pay third Education Contribution  c Pay third Education Contribution  c Pay third Education Contribution  d Pay fourth Education Contribution  c Prior to Occupation of 60 Residential Units (excluding Phase 4A) Prior to Occupation of 150 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education Contribution  f 100,000.00 (Index Linked) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 356 Residential Units (excluding Phase 4A) Prior to Occupation of 446  | <u>-</u>                 |                           |                           |                                |                  |
| Amendments to Education Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  b Pay second Education Contribution  c Prior to Occupation of 60 Residential Units (excluding Phase 4A)  b Pay second Education Contribution  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education E100,000.00 (Index Linked)  d Pay fourth Education £100,000.00 (Index Linked)  d Pay fourth Education £100,000.00 (Index Prior to Occupation of 346   |                          |                           |                           |                                |                  |
| Amendments to Education Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  b Pay second Education Contribution  c Prior to Occupation of 60 Residential Units (excluding Phase 4A)  b Pay second Education Contribution  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education E100,000.00 (Index Linked)  d Pay fourth Education £100,000.00 (Index Linked)  d Pay fourth Education £100,000.00 (Index Prior to Occupation of 346   | 2 Consequential          |                           |                           |                                |                  |
| Contributions Triggers Clause 3 deleted and replaced with  a Pay first Education Contribution  b Pay second Education Contribution  c Prior to Occupation of 60 Residential Units (excluding Phase 4A)  c Prior to Occupation of 60 Residential Units (excluding Phase 4A)  b Pay second Education Contribution  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Prior to Occupation of 150 Residential Units (excluding Phase 4A)  c Pay third Education Contribution  c Pay third Education Contribution  c Pay fourth Education Contribution  c Pay fourth Education Contribution  c Prior to Occupation of 356 Residential Units (excluding Phase 4A)  c Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education  £150,000.00 (Index (excluding Phase 4A))  Prior to Occupation of 446  | Amendments to            |                           |                           |                                |                  |
| Clause 3 deleted and replaced with  a Pay first Education Contribution  E206,330.00 (Index Linked)  E150,000.00 (Index Linked)  C Prior to Occupation of 60 Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  C Prior to Occupation of 150 Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  C Pay third Education Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Prior to Occupation of 356 Residential Units (excluding Phase 4A)  E100,000.00 (Index Prior to Occupation of 446)   | Education                |                           |                           |                                |                  |
| Clause 3 deleted and replaced with  a Pay first Education Contribution  E206,330.00 (Index Linked)  E150,000.00 (Index Linked)  C Prior to Occupation of 60 Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  C Prior to Occupation of 150 Prior to Occupation of 150 Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  C Pay third Education Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Linked)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Residential Units (excluding Phase 4A)  E150,000.00 (Index Prior to Occupation of 356 Residential Units (excluding Phase 4A)  E100,000.00 (Index Prior to Occupation of 446)   | Contributions Triggers   |                           |                           |                                |                  |
| a Pay first Education Contribution  £206,330.00 (Index Linked)  Exprior to Occupation of 60 Residential Units (excluding Phase 4A)  Exprior to Occupation of 60 Residential Units (excluding Phase 4A)  Exprior to Occupation of 60 Residential Units (excluding Phase 4A)  Exprior to Occupation of 60 Residential Units (excluding Phase 4A)  Exprior to Occupation of 150 Residential Units (excluding Phase 4A)  Exprior to Occupation of 150 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 356 Residential Units (excluding Phase 4A)  Exprior to Occupation of 446   |                          |                           |                           |                                |                  |
| Contribution  Linked)  Residential Units (excluding Phase 4A)  Description  End of the proof of  | replaced with            |                           |                           |                                |                  |
| Contribution Linked) Residential Units (excluding Phase 4A)  Descript (excluding Phase 4A)  End of the proof  | a Pay first Education    | £206,330.00 (Index        | Prior to Occupation of 60 | £206,330.00 Receipt 21006180   | 11 March 2015    |
| b Pay second Education Contribution  E150,000.00 (Index Linked)  C Prior to Occupation of 150  £150,000.00 Receipt 21045742  £ 44,610.78 (Ind Link) Receipt 21045742  (excluding Phase 4A)  C Pay third Education Contribution  E150,000.00 (Index Linked)  Prior to Occupation of 356   | Contribution             | Linked)                   | Residential Units         | £ 58,377.80 (Ind Link) Receipt | 15 December 2016 |
| b Pay second Education Contribution  E150,000.00 (Index Linked)  Contribution  C Prior to Occupation of 150 £ 150,000.00 Receipt 21045742  Example 150,000.00 (Index Linked)  C Pay third Education Contribution  E150,000.00 (Index Linked)  E150,000.00 (Index Prior to Occupation of 356 Residential Units (excluding Phase 4A)  C Pay fourth Education  C Prior to Occupation of 356 Residential Units (excluding Phase 4A)  C Prior to Occupation of 346  |                          | ,                         | (excluding Phase 4A)      | 21077485                       |                  |
| Contribution Linked) Residential Units (excluding Phase 4A)  C Pay third Education Contribution  £ 150,000.00 (Index Linked) Residential Units (excluding Phase 4A)  Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education £ 100,000.00 (Index Prior to Occupation of 446  | b Pay second Education   | £150,000.00 (Index        |                           | £150,000.00 Receipt 21045742   | 05 February 2016 |
| c Pay third Education Contribution  d Pay fourth Education  £150,000.00 (Index Linked)  £150,000.00 (Index Residential Units (excluding Phase 4A)  Contribution  £100,000.00 (Index Prior to Occupation of 446)  | -                        |                           |                           | •                              |                  |
| c Pay third Education £150,000.00 (Index Contribution Linked)  d Pay fourth Education £100,000.00 (Index Prior to Occupation of 356 Residential Units (excluding Phase 4A)  d Pay fourth Education £100,000.00 (Index Prior to Occupation of 446   |                          | ,                         | (excluding Phase 4A)      | 21077485                       |                  |
| Contribution Linked) Residential Units (excluding Phase 4A)  d Pay fourth Education £100,000.00 (Index Prior to Occupation of 446  | c Pay third Education    | £150,000.00 (Index        |                           |                                |                  |
| d Pay fourth Education £100,000.00 (Index Prior to Occupation of 446   |                          | ,                         | •                         |                                |                  |
| d Pay fourth Education £100,000.00 (Index Prior to Occupation of 446   |                          | ,                         | (excluding Phase 4A)      |                                |                  |
|  | d Pay fourth Education   | £100,000.00 (Index        | ,                         |                                |                  |
|  |                          | `                         |                           |                                |                  |

|   |  | (excluding Phase 4A)  |  |
|---|--|---|--|
| 3 Consequential Amendments to Public Open Space Details   |  |   |  |
| A Clause 4.1(a) and<br>4.1(b)(i) deleted replaced<br>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                               |  |
| 4 Consequential Amendments to Pedestrian and Cycle Routes |  |   |  |
| 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             |  |

|   | 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   | e at own expense   | For the life of the   |  |
| and replaced with   | manage and maintain the Public Assess Routes and allow access in accordance with the applicable Public Access and Management Plan as approved unless maintainable at the public expense  | Development or Phase 4A Development                         |  |
| F.O. and a managerial   | public experise  |   |  |
| 5 Consequential   |  |   |  |
| Amendments to LAPS  |  |   |  |
| 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<br>manage and maintain<br>the LAPs and allow  | For the lifetime of the Development or Phase 4A Development |  |

|                         | T                          | <u> </u>                     | <br> |
|-------------------------|----------------------------|------------------------------|------|
|                         | access thereto in          |                              |      |
|                         | accordance with the        |                              |      |
|                         | Public Access and          |                              |      |
|                         | Management Plan            |                              |      |
|                         | unless Council or any      |                              |      |
|                         | other statutory body       |                              |      |
|                         | shall assume               |                              |      |
|                         | responsibility             |                              |      |
| 6 Consequential         |                            |                              |      |
| Amendments to On-       |                            |                              |      |
| Site Recreational       |                            |                              |      |
| Facilities              |                            |                              |      |
| A Clause 4.4(a) and     | a to submit the On-Site    | At the same time as the      |      |
| 4.4(b)(i)(ii) shall be  | Recreational Facilities    | reserved matters             |      |
| deleted and replaced    | Details to the Council for | application for that part of |      |
| with                    | approval, and to submit    | the development which        |      |
|                         | the On-Site Recreational   | includes the On-Site         |      |
|                         | Facilities for the Phase   | Recreational Facilities      |      |
|                         | 4A Development             | and on Implementation of     |      |
|                         | -                          | the Phase 4A                 |      |
|                         |                            | development                  |      |
| b Accompany such On-    | i a timetable for          | By reference to              |      |
| Site Recreational       | completion of the On-      | Occupation of Residential    |      |
| Facilities Details with | Site Recreational          | Units within that part of    |      |
|                         | Facilities                 | the Development or           |      |
|                         |                            | Phase 4A Development         |      |
|                         |                            | as applicable                |      |
| e at its own expense    | Manage and maintain        | For the life of the          |      |
| ,                       | the On-Site Recreational   | Development or Phase 4A      |      |
|                         | Facilities and allow       | Development as               |      |
|                         | access thereto in          | applicable                   |      |
|                         | accordance with the        | ' '                          |      |
|                         | applicable Public Access   |                              |      |
|                         | and Management Plan        |                              |      |
|                         | as approved by the         |                              |      |
|                         | Council                    |                              |      |
| 7 Consequential         |                            |                              |      |
| L                       | I .                        | 1                            |      |

| A  | T  | T  | T  |                                      |
|--|--|--|--|--------------------------------------|
| Amendments to Off-<br>Site Recreational<br>Facilities Contribution<br>Triggers |  |  |  |                                      |
| A Clause 4.8 shall be deleted and replaced with                                |  |  |  |                                      |
| a pay to the Council   | £79,500.00 (Index<br>Linked) (25% of Off-Site<br>Recreational Facilities<br>Contribution)          | Prior to Occupation of 60<br>Residential Units within<br>the development<br>excluding those pursuant<br>to Phase 4A  | £ 79,500.00 Receipt 21006180<br>£ 22,493.26 (Ind Link) Receipt<br>21077485 | 11 March 2015<br>15 December 2016    |
| b pay to the Council   | £79,500.00 (Index<br>Linked) (further 25% of<br>Off-Site Recreational<br>Facilities Contribution)  | Prior to Occupation of 150<br>Residential Units within<br>the Development<br>excluding those pursuant<br>to Phase 4A | £ 79,500.00 Receipt 21045742<br>£ 23,643.71 (Ind Link) Receipt<br>21077485 | 05 February 2016<br>15 December 2016 |
| c pay to the Council   | £79,500.00 (Index<br>Linked) (further 25% of<br>Off-Site Recreational<br>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<br>Linked) (further 25% of<br>Off-Site Recreational<br>Facilities Contribution)q | Prior to Occupation of 446<br>Residential Units within<br>the Development<br>excluding those pursuant<br>to Phase 4A |  |                                      |
| 8 Consequential Amendments to Maintenance of Other Areas                       |  |  |  |                                      |
| 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  |  |                                      |

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

| 10 Consequential Amendments to Prevent Double Counting 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   | In any event that Prior to<br>the Occupation of 356<br>Residential Units  |  |
|---|---|---|--|
|   | 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) |   |  |
| 11 Consequential Amendments to Sustainable Travel   |   |   |  |
| A Clause 8.5(a) shall be deleted and replaced with  | a It shall provide to the<br>Occupier of such Unit at<br>the election of such<br>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   |   |  |

|                                  | Units built pursuant to    |                            |  |
|----------------------------------|----------------------------|----------------------------|--|
|                                  | the Phase 4A Planning      |                            |  |
|                                  | Permission)" after the     |                            |  |
|                                  | words "Residential         |                            |  |
|                                  | Units"                     |                            |  |
| 12 Consequential                 |                            |                            |  |
| Amendments to                    |                            |                            |  |
| Construction Traffic             |                            |                            |  |
| Management                       |                            |                            |  |
| A Clause 9.1(a) shall be         | Until Council has          | Not to commence works      |  |
| deleted and replaced             | approved a Construction    | pursuant to the            |  |
| with                             | Traffic Management         | Development or the         |  |
|                                  | Plan for the               | Phase 4A Development in    |  |
| 40.0                             | Neighbourhood              | any Neighbourhood          |  |
| 13 Consequential                 |                            |                            |  |
| Amendments to                    |                            |                            |  |
| Hedgerows A Clause 10.2(b) shall | (b) Carry out and          | Prior to the Occupation of |  |
| be deleted and replaced          | complete the hedgerow      | 450 Residential Units      |  |
| with                             | planting in accordance     | 430 Residential Office     |  |
| With                             | 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)             |                            |  |
| 14 Consequential                 |                            |                            |  |
| Amendments to Other              |                            |                            |  |
| Nature Measures                  |                            |                            |  |
| A Clause 10.3(b)(i) shall        | i a timetable for          | By reference to            |  |
| be deleted and replaced          | implementation of the      | Occupation of Residential  |  |

| with  | Nature Conservation<br>Measures                             | Units within that part of<br>the Development and/or<br>the Phase 4A<br>Development |  |
|---|---|--|--|
| B Clause 10.3(e) shall be amended by the insertion  | "and the Phase 4A Development" after the word "Development" |  |  |
| 15 Consequential  | word Development  |  |  |
| Amendments to Plans   |   |  |  |
| and Schedules   |   |  |  |
| A Plan 2 shall be deleted<br>and replaced with Plan 2<br>showing Neighbourhood<br>Areas to the<br>Supplemental Deed 17<br>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<br>4A Land annexed to  |   |  |  |

| Supplemental Deed shall<br>be inserted and shall<br>therein be referred to as<br>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. |  |  |