



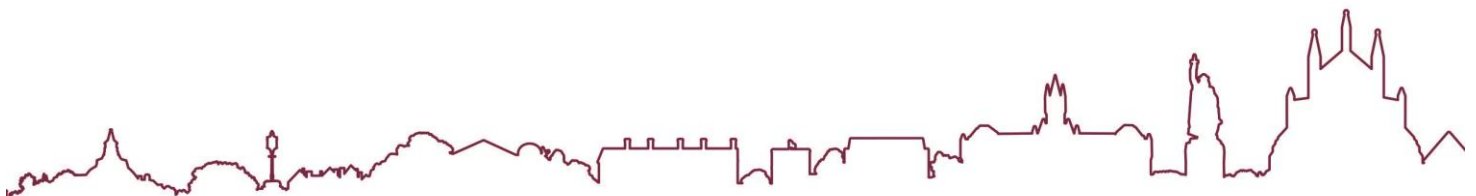
<b>Meeting</b>	North Whiteley Development Forum
<b>Date and Time</b>	Thursday, 10th February, 2022 at 6.00 pm.
<b>Venue</b>	Virtual via Microsoft Teams

Note: This meeting is being held virtually, members of the public who wish to watch this meeting live may do so via the Councils YouTube page at [youtube.com/WinchesterCC](https://youtube.com/WinchesterCC).

## AGENDA

- 1. Apologies**  
To record the names of apologies given and deputy members who are attending the meeting in place of appointed Members (where appropriate)
- 2. Public Participation.**  
To receive and note questions asked and statements made from members of the public on general matters of interest and/or matters relating to the work of the Forum.  
  
Members of the public and visiting councillors may speak at the forum, provided they have registered to speak three working days in advance. Please contact Democratic Services by 5pm on the 4 February 2022 via [democracy@winchester.gov.uk](mailto:democracy@winchester.gov.uk) or (01962) 848 264 to register to speak and for further details.
- 3. Minutes of the previous meeting held on the 16 November 2021 (Pages 7 - 10)**  
That the minutes of the meeting be signed as a correct record.
- 4. Report on the community development activities and any issues arising within the Major Development Area (MDA)**
  - Governance Review Advisory Group - Verbal update
  - Any other community development items from members.

(Approximately 20 minutes scheduled for this item)



5. **Discussion on infrastructure.**

- Bus Services Update – Written update to follow
- Any other infrastructure related items from members.

(Approximately 20 minutes scheduled for this item)

6. **Update on the physical development of the MDA. (Update from developer and Implementation Officer) (Pages 11 - 28)**

- Verbal update from Tetra Tech and Winchester City Council.
  - report NWDF17 and appendices attached
  - note that appendix 4 is to follow
  - latest drone footage available here:  
[https://youtu.be/iCWvPMBv\\_Ik](https://youtu.be/iCWvPMBv_Ik)
- Any other physical development related items from members.

(Approximately 30 minutes scheduled for this item)

**Lisa Kirkman  
Strategic Director**

2 February 2022

Agenda Contact: Matthew Watson, Democratic Services Officer

[mwatson@winchester.gov.uk](mailto:mwatson@winchester.gov.uk) 01962 848 317

*\*With the exception of exempt items, Agenda, reports and previous minutes are available on the Council's Website via the following link:*

[www.winchester.gov.uk/meetings/committees](http://www.winchester.gov.uk/meetings/committees)

All of the Council's publicly available agendas, reports and minutes are available to view and download from the Council's [Website](#) and are also open to inspection at the offices of the council. As part of our drive to minimise our use of paper we do not provide paper copies of the full agenda pack at meetings. We do however, provide a number of copies of the agenda front sheet at the meeting which contains the QR Code opposite. Scanning this code enables members of the public to easily access all of the meeting papers on their own electronic device. Please hold your device's camera or QR code App over the QR Code so that it's clearly visible within your screen and you will be redirected to the agenda pack.



## **MEMBERSHIP**

The membership of the Forum is:

- Winchester City Council (6 representatives - including Chairperson of the Forum plus deputy)
- Hampshire County Council (2 representatives)
- Fareham Borough Council (1 representative plus deputy)
- Eastleigh Borough Council (1 representative)
- Whiteley Parish Council (1 representative plus deputy)
- Curdridge Parish Council (1 representative)
- Botley Parish Council (1 representative plus deputy)

### **North Whiteley Development Forum**

Cllr Fern	Winchester City Council
Cllr Bentote	Winchester City Council
Cllr Evans	Winchester City Council
Cllr McLean	Winchester City Council
Cllr Miller	Winchester City Council
Cllr Pearson	Winchester City Council
Cllr Lumby	Hampshire County Council
Cllr Woodward	Hampshire County Council
Cllr Bull	Fareham Borough Council
Cllr Pretty	Eastleigh Borough Council
Cllr Evans	Whiteley Town Council
Cllr Mercer	Botley Parish Council
Cllr Bodger	Curdridge Parish Council

In addition, the following are nominated deputies to the Forum:

Cllr Gemmell (Winchester City Council), Cllr Briggs (Hampshire County Council), Cllr Burden (Curdridge Parish Council) and Cllr Butler (Whiteley Town Council)

### **Quorum**

The Forum will be quorate if five voting representatives are present

## **TERMS OF REFERENCE**

Primary objectives of the forum.

The forum has no formal decision making powers but can make recommendations on suitable arrangements relating to democracy and community representation.

*The forum will:*

1. Meet 3 times per year
2. Comment and advise on the next stages of the implementation of the MDA.
3. Monitor and comment on progress relating to the development of the MDA including the implementation of planning conditions and requirements of planning obligations (s106 agreements) and s278 agreements (highway works).
4. Seek to promote and support community development activities within the development area and provide advice on how these should progress.
5. Secure the establishment of appropriate local democratic structures for the emerging community.

*How this will be achieved*

1. Each meeting will receive the following input:
  - a. Update on the physical development of the MDA (from the developer).
  - b. Report on the community development activities and any issues arising within the MDA.
  - c. Discussion on infrastructure.

*Key stages of the fora:*

Stage 1 – Planning	Stage 2 - Emerging	Stage 3 - Establishing
Start: Initial master planning End: Outline planning consent / start on site.	Start: Start on site End: Establishment of a residents association or parish council as applicable.	Start: Establishment of a residents association or parish council End: Future community governance agreed and established.
<ul style="list-style-type: none"> <li>Act as a sounding board where ideas, options and issues relating to the development can be considered before becoming part of the formal planning process.</li> <li>Consider and advise upon the infrastructure required</li> </ul>	<ul style="list-style-type: none"> <li>Receive updates on the progress of development and compliance with relevant planning conditions and S106/S278 agreements</li> <li>Input into creation of a community development strategy</li> </ul>	<ul style="list-style-type: none"> <li>Receive updates on progress in establishing the community and any emerging issues</li> <li>Consider and advise upon a strategy for the ownership and management of the social infrastructure and community assets.</li> <li>Receive updates on the progress of development and compliance with relevant planning conditions and S106/S278 agreements</li> </ul>
Lead: Service Lead – Built Environment	Lead: Service Lead – Built Environment	Lead: Service Lead – Community & Wellbeing

The forum will be subject to annual review.

**Quorum**

The fora will be quorate if five voting representatives are present.

**Method of working and voting rights**

All representatives are expected to seek to reach conclusions by general consensus. Where any voting representatives on the Forum requires a formal vote to be taken, this shall be by a show of hands by those voting representatives present and voting (as per the membership set out above).

### **Public Participation procedure**

There will be a period of 10 minutes maximum at the beginning of each forum meeting when the Chair will invite the public, including local interest groups, to raise any general matters of interest and/or matters relating to the work of the forum.

An individual speaker will be limited to a maximum of three minutes per agenda item. Where a number of members of the public wish to speak they will be encouraged to agree the allocated maximum ten minutes between them.

The Chairperson will retain discretion to manage the public speaking process and may limit individual speakers to less than three minutes or take other steps necessary in order to maximise public participation in an appropriate way.

Members and Officers will not provide an immediate response to public comments raised from the floor. All comments and queries will be noted, and the Chair will invite Officers and/or Members to respond to specific points during the round table debate and discussion amongst forum members that follows.

Members of the public should contact the Democratic Services Officer 3 working days before the meeting (preferably telephone or email) so that as many people who wish to speak can be accommodated during the public participation sessions.

Once the period of public participation has drawn to a close, there will be an opportunity for elected members who are not on the forum (i.e., Cabinet or Ward Members) to speak in advance of questions and debate amongst forum members at the Chair's discretion.

The forum will then debate the item with any conclusions and recommendations recorded.

### **FILMING AND BROADCAST NOTIFICATION**

This meeting will be recorded and broadcast live on the Council's website. The meeting may also be recorded and broadcast by the press and members of the public – please see the Access to Information Procedure Rules within the Council's Constitution for further information, which is available to view on the [Council's website](#).

# Public Document Pack Agenda Item 3

## NORTH WHITELEY DEVELOPMENT FORUM

Tuesday, 16 November 2021

Attendance:

Councillors

Cllr Fern (Winchester City Council) (Chairperson)

Cllr Bentote, Winchester City Council  
Cllr Evans, Winchester City Council  
Cllr McLean, Winchester City Council  
Cllr Pearson, Winchester City Council  
Cllr Lumby, Hampshire County Council

Cllr Woodward, Hampshire County Council  
Cllr Bull, Fareham Borough Council  
Cllr Evans, Whiteley Town Council  
Cllr Wallin, Curdridge Parish Council

Apologies for Absence:

Cllr Miller (Winchester City Council), Cllr Pretty (Eastleigh Borough Council), Cllr Mercer (Botley Parish Council) and Cllr Bodger (Curdridge Parish Council)

[Full audio and video recording of the meeting](#)

### 1. **APOLOGIES**

Apologies were noted as above.

### 2. **MINUTES OF THE PREVIOUS MEETING HELD ON THE 14TH JULY 2021.**

That the minutes of the previous meeting held on the 14 July 2021 be approved and adopted.

### 3. **PUBLIC PARTICIPATION.**

No members of the public had registered to speak. In response to a question, the forum was advised that in addition to the normal publishing of the agenda on the council's website and to all forum members that information had been shared with several local internet forums. Officers had also advertised the meeting in the local area with 10 posters on 2 November 2021.

### 4. **REPORT ON THE COMMUNITY DEVELOPMENT ACTIVITIES AND ANY ISSUES ARISING WITHIN THE MAJOR DEVELOPMENT AREA (MDA)**

Lisa Kirkman, Strategic Director, Winchester City Council introduced the item and updated the forum regarding the purpose, process and city council team who would manage the Community Governance Review (CGR). The forum was referred to the report within the agenda pack which gave details of the proposal to establish a 'North Whiteley Community Governance Review Advisory Group', its Terms of Reference and composition.

Members asked several questions and made comments regarding; whether a member would be able to attend the advisory board should the Mayor (who is one of the ward members) be unable to attend, the lessons learnt from previous reviews, the benefits of meeting in-person Vs meeting virtually, the likely options to be consulted on, the consultation phases and options, whether this forum could undertake the functions of the proposed advisory board and the role of the city council's Licensing & Regulation Committee.

These points were responded to by the Strategic Director.

Resolved:

1. that the draft Terms of Reference be noted
2. that officers consider the comments of the forum

5. **UPDATE ON THE PHYSICAL DEVELOPMENT OF THE MDA.**

Jeff Davis of Tetra Tech provided the forum with a presentation and also shared the latest drone footage of the development which had been recorded in October 2021 and was available on the [council's website here](#). The presentation covered a range of issues which included the following: progress on Bluebell Way, progress on Station Hill to Whiteley Way/ Curbridge Way to Whiteley Way, off-site Whiteley Way progress, an update on housing delivery, the delivery of open space and an ecology/environment delivery update.

Hilary Oliver, Implementation Officer, Winchester City Council addressed the forum and referred members to the report, ref NWDF16, available on the [council's website here](#). The Implementation Officer provided an update on progress on several issues which included matters from the previous meeting relating to the number of market homes sold/under negotiation, the telecoms mast, the S106 obligations list (as shown in appendix 1 of the report), Botley Way cycleway, overall housing delivery, the primary school, allotment provision, the temporary community centre, play areas and a bus provision update.

Members asked several questions and made comments regarding; the use of photovoltaic panels on house roofs, whether there were adequate means for wildlife to safely move from one section of woodland to another, measures to stop the decline in numbers of Swifts, commencement/completion of works on R1A, the use of temporary traffic lights on R1A, the siting of bus stops at either the surgery and/or community hospital and the ownership and management of bus shelters.

These points were responded to by Jeff Davis and Hilary Oliver who agreed to provide further information on the number of housing units being fitted with photovoltaic technology, the siting of bus stops and the use of Swift boxes.



Resolved:

1. that the report be noted
2. that officers consider the comments of the forum

6. **DISCUSSION ON INFRASTRUCTURE.**

The Chairperson asked forum members if there were any specific matters they wished to raise under this agenda item that hadn't already been discussed. The following points were raised:

1. that a recent meeting had taken place which included members of the forum and representatives from the Clinical Commissioning Group (CCG). Councillor Woodward gave a verbal update of the key aspects of the meeting and the chairperson confirmed that the presentation slides would be circulated to forum members once received.
2. a request was made for an update on the previously raised school placement issue including the timescale for the development of a secondary school and the interim impact to Swanmore college.

7. **FUTURE AGENDA ITEMS.**

Members put forward the following for future agenda items:

- future health plans
- school admissions update

The meeting commenced at 6.00 pm and concluded at 7.20 pm

Chairperson

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REPORT TITLE: NORTH WHITELEY DEVELOPMENT FORUM PROGRESS  
REPORT AND UPDATE

10 FEBRUARY 2022

REPORT OF PORTFOLIO HOLDER: Councillor Russell Gordon-Smith

Contact Officer: Hilary Oliver Tel No: 01962 848503 Email  
hdoliver@winchester.gov.uk

WARD(S): WHITELEY AND SHEDFIELD

PURPOSE

The purpose of the report is to update the North Whiteley Development Forum on progress with issues relating to the North Whiteley Major Development Area

RECOMMENDATIONS:

1. That the content of the report be noted

## 1 RESOURCE IMPLICATIONS

1.1 None

## 2 SUPPORTING INFORMATION:

2.1 Background

2.2 The North Whiteley Development will eventually consist of 3,500 dwellings, two primary schools, a secondary school and other supporting infrastructure, including major highway works. It will integrate with the existing residential, commercial and employment development at Whiteley which has now been established for many years. It is wholly contained in the Winchester City council area. A resolution to grant planning permission for the development was made by the City Council's Planning Committee on 12th October 2015 with final planning consent issued on 30th July 2018. The Section 106 agreement was completed on the same day.

2.3 General Update

### 2.4 **S106 Obligations Discharged from Outline Consent**

2.5 S106 obligations are monitored and a tracker is provided with this report – Appendix 1.

2.6 Affordable Housing Offsite – a financial contribution is payable once 50% and 75% of market dwellings are complete on a phase. £2,821,885 has been collected in line the trigger points. A total of £17,500,000 plus indexation was secured by the S106 agreement for offsite affordable housing provision.

### 2.7 Key Infrastructure Update

#### 2.8 **Cycle Way Botley Road**

2.9 Work is progressing on the cycle way from Botley Station into the Northern Access Junction. The project will continue for the next few months.

#### 2.10 **Bridges**

2.11 Bridge 1 and 3 are completed and in use. Bridge 2 which is situated in the middle of the site on the Whiteley Way extension is currently under construction. The beams are being installed in February 2022.

#### 2.12 **On Site Whiteley Way (South)**

2.13 Works are continuing on the construction of the extension of Whiteley Way and creation of Curbridge Way.

## 2.14 **Off Site Whiteley Way**

- 2.15 Work commenced on 20/10/2020 to construct the embankment from Roundabout 3 on Whiteley Way as the first part of the road improvement measures and is progressing. Highway agreements are being negotiated to allow for the works on Whiteley Way.

## **Planning and Housing Update**

### 2.16 **Outline Consent**

- 2.17 The outline consent for the North Whiteley development (ref 15/00485/OUT) included for the provision of up to 3500 residential units, schools, children's nurseries, an extra care facility, two local centres, a community building, sports facilities, allotments, landscaping, extensive recreation and play provision, link roads, highways works, cycleway and footpath networks. The application was approved on 30 July 2018. The development was commenced on 28/01/2019 and first occupation occurred on 23/12/2019 at the northern Bovis site.

### 2.18 **Design Code and BREEAM**

- 2.19 The Design Code approved with the outline consent has been an invaluable document in bringing forward development which is coherent and of high quality and in defining distinct character areas and neighbourhoods.
- 2.20 The housing is meeting Code for Sustainable Homes (CfSH's) level 4 for energy and water. BREEAM has not been triggered yet and will be part of the discussions on the local centres.

### 2.21 **Reserved Matters**

- 2.22 Since the outline consent was granted Bovis, Taylor Wimpey, Crest Nicholson, Foreman Homes/Vestal and Persimmon have all received reserved matters consent for housing parcels. 1,765 units have been granted permission with a further 742 under consideration. This is a total of 2,507 of the 3,500 permitted by the outline. 446 houses have been occupied.
- 2.23 The following paragraphs provide an update on the reserved matters applications that are approved and pending approval. Appendix 2 shows the location of these applications.
- Application 18/02170/REM – Crest application for 69 Dwellings approved 26/07/2019. An amended outlay was submitted and approved under 21/00170/FUL. 40 occupations have taken place.
  - Application 18/02606/REM – 168 Dwellings approved 26/07/2019 to be developed by Bovis Homes. All the dwellings have commenced with 145 occupations.

- Application 18/02607/REM – 160 Dwellings approved 12/04/2019 to be developed by Bovis Homes. The majority of the market houses have been sold to Vivid (registered affordable housing provider). The dwellings have all been occupied.
- Application 19/00419/REM – 91 Dwellings approved 28/05/2019 to be developed by Taylor Wimpey. 88 dwellings have been started with 75 occupations.
- Application 19/01142/REM – 182 Dwellings approved 08/11/2019 to be developed by Taylor Wimpey. 125 dwellings have been started with 35 occupations.
- Application 19/02539/REM – Crest’s application for 59 dwellings was approved on 23/11/2020 and work has started on 49 dwellings.
- Application 20/00108/REM – Taylor Wimpey’s application for 81 dwellings was approved on 27/11/2020 and applications have been received to discharge the pre-commencement conditions.
- Application 20/00572/REM – Vestal Development’s application for 187 dwellings was approved on 23/03/2021 and work has commenced on site.
- Application 20/00754/REM – Bovis’ (now Vistry) application for 449 dwellings was approved on 13/11/20 and work has commenced on site. Development of Parcel 7 is to be undertaken by Barrett David Wilson Homes. Work has commenced on 232 dwellings.
- Application 20/02328/REM – Persimmon’s application for 207 dwellings was approved on 13/08/21.
- Application 21/01388/REM – Taylor Wimpey have made an application for 16 dwellings which is currently under consideration.
- Application 21/01825/REM – Taylor Wimpey have made an application for 395 dwellings which is currently under consideration.
- Application 21/02021/REM – Drew Smith’s (Vistry) application for 112 dwellings was approved on 05/11/2021.
- Application 21/02590/REM – Vistry have made an application for 255 dwellings which is currently under consideration.
- Application 22/00012/REM - Barrett David Wilson Homes have made an application for 76 homes which is currently under consideration.

2.24 Appendix 3 gives an update on occupations as at the end of December 2021.

**2.25 School Development**

2.26 The planning consent for the replacement Cornerstone Primary school was permitted in April 2019 and commenced June 2020. It was opened to pupils in September 2021 and currently there are 220 pupils. Following a request from the Headmaster, the developers are to provide wood for seating projects in the grounds of the school.

2.27 The secondary school site plan of the land to be transferred to HCC has been submitted and agreed. The land is due to be transferred prior to the occupation of 1,100 dwellings. Once commenced it will take two years to build the school.

2.28 Primary School 2 – a land registry site plan of the land to be transferred to HCC is due to be submitted prior to the occupation of 1,700 dwellings.

**2.29 Community Facilities**

2.30 The application for the Allotment 1 site for eight allotments was approved on 22/09/20. Pre-commencement conditions are currently being discharged.

2.31 Application 20/01555/REM for Allotment site 3 to include 21 allotments 7 raised beds for disabled users and car parking approved on 28/10/2020. Pre-commencement conditions are being discharged.

2.32 Application 20/01879/REM for Allotment 2 site to include 27 allotments and 7 raised beds was approved on 06/07/2021. This application also includes 4 sport pitches. Conditions are required to be discharged.

**2.33 Open Spaces**

2.34 Application 20/02566/REM has approved the details of the play area 3 near to bridge 1 in the northern area. The play area equipment has been installed. Benches will be installed to complete this area. The equipment is suitable for younger children.

2.35 Application 21/00649/REM has approved the details of play area 2. This is under construction.

2.36 Application 20/02859/REM has been received for Public Open Space in the northern area and was approved on 16/08/21.

2.37 Application 21/02198/REM has been received for Public Open Space in the southern area and was approved on 19/11/21.

**2.38 Temporary Community Centre**

2.39 Application 21/01627/FUL was approved on 16/08/21 to change the use of an existing dwelling on site for use as the temporary community centre. The dwelling (Meadow Cottage) is due to be demolished in the longer term. Work to upgrade the building will take place and it is expected to be available to use from April 2022.

**2.40 Extra Care Home**

2.41 Winchester City Council has given notice to the developers that they will develop the Extra Care Home. The land for this is due to be handed over prior to the occupation of 1,700 dwellings.

**2.42 Travel Plan**

2.43 Hampshire County Council are providing the Travel Plan Co-ordinator role. A deed of variation is being drawn up to reflect this change.

**2.44 Bus Service**

2.45 Final details of ownership of the bus shelters are taking place and once resolved HCC will instruct First to register an extension to the existing 28/28a service (route phase 1). A revised briefing note on the four planned route phases is shown as Appendix 4.

**3 OTHER OPTIONS CONSIDERED AND REJECTED**

3.1 None

**BACKGROUND DOCUMENTS:-**

**Previous Committee Reports:-**

None

**Other Background Documents:-**

None

**APPENDICES:**

Appendix 1 - S106 Obligation tracker

Appendix 2 - Application Plan

Appendix 3 - Occupations Schedule

Appendix 4 – Bus Update



APPENDIX 1 - S106 TRACKER NORTH WHITELEY

Covenant Type	Clause	Covenant	Definition	Unit Trigger	Trigger	Amount	Discharge Date	Cov	Review Notes
Affordable Housing Contribution Offsite	18-02170 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase	a contribution in lieu of the provision of 10% of the dwellings as affordable housing in each phase payable in accordance with schedule 9 Part 12 and calculated on the basis of £50,000 (fifty thousand pounds) per Dwelling which shall be used by the City Council in such manner as in its absolute discretion considers appropriate for the provision of Affordable Housing within the city council's administrative area	26	Prior to Occupation of no market dwellings	172,500.00			Crest - 18/02170/REM Parcel 22 - trigger 1. Paid January 2022
Affordable Housing Contribution Offsite	18-02170 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		39	Prior to Occupation of no market dwellings	172,500.00			Crest - 18/02170/REM Parcel 22 - trigger 2. Approx trigger Winter 2021
Affordable Housing Contribution Offsite	18-02606 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		98	Prior to Occupation of no market dwellings	420,000.00	10/06/2021		18/02606 1st installment at 35% market houses. Paid 10/06/2021
Affordable Housing Contribution Offsite	18-02606 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		65	Prior to Occupation of no market dwellings	420,000.00	15/07/2021		Bovis 18/02606/REM second installment. Paid 15/7/2021
Affordable Housing Contribution Offsite	18-02607 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		69	Prior to Occupation of no market dwellings	400,000.00	02/03/2021		18/02607/REM Bovis - First installment Vistry. Paid 2/3/21
Affordable Housing Contribution Offsite	18-02607 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		104	Prior to Occupation of no market dwellings	400,000.00	10/06/2021		Bovis 18/02607/REM ph 26 31a - second installment. Paid 10.6.2021
Affordable Housing Contribution Offsite	19-00419 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		37	Prior to Occupation of no market dwellings	227,500.00	09/06/2021		Taylor Wimpey 19/00419 Parcel 22 - first installment. Paid 9.6.21
Affordable Housing Contribution Offsite	19-00419 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		107	Prior to Occupation of no market dwellings	227,500.00			Taylor Wimpey 19/00419/REM. Invoice paid 05.11.21
Affordable Housing Contribution Offsite	19-01142 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		78	Prior to Occupation of no market dwellings	455,000.00			Taylor Wimpey 19/01142/REM - first installment. Approx trigger Spring 2022
Affordable Housing Contribution Offsite	19-01142 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		116	Prior to Occupation of no market dwellings	455,000.00			Taylor Wimpey 19/01142/REM ph28-30 34 - Trigger 2 - Approx trigger Summer 2022
Affordable Housing Contribution Offsite	19-02539 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		27	Prior to Occupation of no market dwellings	147,500.00			Crest - 19/02539/REM Parcel 22 - trigger 1. Approx trigger April 2022
Affordable Housing Contribution Offsite	19-02539 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		40	Prior to Occupation of no market dwellings	147,500.00			Crest - 19/02539/REM Parcel 22 - trigger 2. Approx trigger July 2022
Affordable Housing Contribution Offsite	20-00108 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		35	Prior to Occupation of no market dwellings	202,500.00			Taylor Wimpey 20/00108 Parcel 25a - trigger 1. Not commenced
Affordable Housing Contribution Offsite	20-00108 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		53	Prior to Occupation of no market dwellings	202,500.00			Taylor Wimpey Parcel 25a - trigger 2. Not commenced
Affordable Housing Contribution Offsite	20-00754 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		225	Prior to Occupation of no market dwellings	1,122,500.00			Vistry Parcel 4,6,7,10,12 - trigger 1. Approx trigger Autumn 2022
Affordable Housing Contribution Offsite	20-00754 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		337	Prior to Occupation of no market dwellings	1,122,500.00			Vistry Parcel 4,6,7,10,12 - trigger 2. Approx trigger Winter 2022
Affordable Housing Contribution Offsite	20-02328 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		89	Prior to Occupation of no market dwellings	517,500.00			Persimmon 20/02328 - first installment. Not commenced
Affordable Housing Contribution Offsite	20-02328 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		134	Prior to Occupation of no market dwellings	517,500.00			Persimmon 20/02328 - second installment. Not commenced
Affordable Housing Contribution Offsite	21-01388 (1st)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		8	Prior to Occupation of no market dwellings	40,000.00			Taylor Wimpey 21/01388 - first installment. Awaiting determination
Affordable Housing Contribution Offsite	21-01388 (2nd)- S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		12	Prior to Occupation of no market dwellings	40,000.00			Taylor Wimpey 21/01388 - second installment. Not commenced

Affordable Housing Contribution Offsite	21-01825 (1st) S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		174	Prior to Occupation of no market dwellings	987,500.00		Taylor Wimpey 21/01825 - first installment. Awaiting determination
Affordable Housing Contribution Offsite	21-01825 (2nd) - S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		260	Prior to Occupation of no market dwellings	987,500.00		Taylor Wimpey 21/01825 - second installment. Awaiting determination
Affordable Housing Contribution Offsite	21-02021 (1st) S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		50	Prior to Occupation of no market dwellings	280,000.00		Vistry (Drew Smith) 21/02021- first installment. Not commenced
Affordable Housing Contribution Offsite	21-02021 (2nd) - S9 P12	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		74	Prior to Occupation of no market dwellings	280,000.00		Vistry (Drew Smith) 21/02021- second installment. Not commenced
Affordable Housing Contribution Offsite	AH Master Sch 9 Part 12 1	1. The owners covenant with the City Council to pay the Affordable Housing Contribution to the City Council in such numbers of instalments as is the equivalent to the number of phases and each instalment shall be calculated on the basis of it being equivalent to 10% of the total number of dwellings in that particular phase		0	Prior to Occupation of % of the development	6,620,000.00		Indication master based on 3500 dwellings x 445 = £17,500,000 less phases agreed
Affordable Housing General Requirements	AH XCare Sch 9 P13 5 trsf	Extra Care Facility Land Transfer no later than transfer of Primary School 2 site		0	1700	0.01	27/04/2021	Letter sent to members of consortium 27.4.21 confirming WCC will develop Extra Care Home
Affordable Housing General Requirements	AH Xca S9 P13 5-land tran	Extra Care Lane Transfer	Transfer at same time as transfer of Primary School 2 land			0.01		Not due
Affordable Housing General Requirements	AH Plan Sch 9 P3	Prior to the submission of the first Reserved Matters application for a Phase the Owners shall submit a draft Affordable Housing Masterplan Strategy to the City Council for its approval (not to be unreasonably withheld).	the strategy for Affordable Housing across the Site as set out in the document entitled "Affordable Housing Masterplan Strategy" to be provided in accordance with the requirements of Schedule 9 Part 3;	0	Prior to submission of first RM application	0.01	10/04/2019	First approved 10 April 2019. Numbers submitted November 2020 and approved December 2020. Masterplan sets out the quantity and type of AH to be provided in each phase of development as shown on the AH Masterplan map. A plan is provided for each reserved matters application showing the location of the AH and checked against masterplan for compliance
Affordable Housing General Requirements	AH XCare Sch 9 P13 2 Opt	Extra Care Facility Land Option of Transfer		0	Before 23-12-21 or occupation of 500 dwellings	0.01	27/04/2021	Letter sent to members of consortium 27.4.21 confirming WCC will develop Extra Care Home
Allotment Provision	Sch 6 P1 1.1 Allot 1	submit an Allotments Scheme for the approval of the City Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	0	Pre commencement	0.01	07/01/2019	Aug 20 - new application submitted due to bridge original scheme cannot be built
Allotment Provision	Sch 6 P1 1.1 Allot 2	submit an Allotments Scheme for the approval of the City Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	1500	Prior to Occupation of a specific number of units	0.01	25/01/2021	Submitted 25/01/21
Allotment Provision	Sch 6 P1 1.1 Allot 3	submit an Allotments Scheme for the approval of the City Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	750	Prior to Occupation of a specific number of units	0.01	25/01/2021	Submitted 25/01/21
Allotment Provision	Sch 6 P1 1.1 Allot 4	submit an Allotments Scheme for the approval of the City Council either in accordance with the Trigger Points at column 2 of the table at paragraph 1.2 of this Part of this Schedule or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed);	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	2500	Prior to Occupation of a specific number of units	0.01	25/01/2021	Submitted 25/01/21
Allotment Provision	Sch 6 P1 1.2 Allot 1	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	125	Prior to Occupation of a specific number of units	0.01		Application 20/01523 refers. Awaiting discharge of condition. Delayed due to redesign of Bridge 3. Needs drainage application to be approved to help condition of ground.
Allotment Provision	Sch 6 P1 1.2 Allot 2	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	1800	Prior to Occupation of a specific number of units	0.01		Application 20/01879/REM refers. Requires conditions to be discharged.
Allotment Provision	Sch 6 P1 1.2 Allot 3	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	1075	Prior to Occupation of a specific number of units	0.01		Application 20/01555/REM refers. Conditions part discharged. Needs further soil sampling.
Allotment Provision	Sch 6 P1 1.2 Allot 4	complete the construction of each of the Allotments either in accordance with the approved Allotments Scheme by the Trigger Point set out in column 3 of the table below or in accordance with such other Trigger Points as may be agreed in writing by the City Council as a consequence of any revisions to the phasing of the Development which are agreed in writing by the City Council (in each case without the requirement for any further Deed) and within 10 Working Days of the completion of construction of any of the Allotments serve written notice on the City Council that the laying out of that area of Allotments has been completed	each or all of the respective allotments to be provided in accordance with the Allotments Scheme in the general locations identified on the Landscape and Facilities Measures Plan and marked Allot 1, Allot 2, Allot 3 and Allot 4 respectively	3200	Prior to Occupation of a specific number of units	0.01		Application to be made in due course

Allotments Land Transfer	Sch 6 P1 2 Allot 1 transf	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01		Not due
Allotments Land Transfer	Sch 6 P1 2 Allot 2 trans	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01		Not Due
Allotments Land Transfer	Sch 6 P1 2 Allot 3 transf	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01		Not due
Allotments Land Transfer	Sch 6 P1 2 Allot 4 transf	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners		0	Practical Completion of the Allotments	0.01		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 1	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it ...	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 2	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it ...	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 3	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it ...	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Allotments Maintenance	Sch 6 Part 1 2 Allot 4	Upon Practical Completion of the Allotments the Owners covenant with the City Council that they shall Transfer the Allotments and pay the relevant proportion of the Allotments Maintenance Sum to the City Council or such other body or organisation nominated by it and the City Council shall accept a Transfer of the Allotments if requested to do so by the Owners or such other body or organisation nominated by it ...	The sum of £50,000 (fifty thousand pounds) towards the future maintenance and management of the Allotments	0	Transfer of Land	12,500.00		Not due
Car Park Contribution	Sch 5 Part 4 1 car pk con	The owners covenant with the City Council to pay the GP surgery Car Park contribution to the City Council by the later of either (i) the occupation of the first dwelling or (ii) 30 days following receipt of evidence that the contract for the works referred to in paragraph 2 has been let and works commenced.	the sum of £350, 500 (three hundred and fifty thousand five hundred pounds) to be paid by the owners to the city Council and to be used by the City Council towards the provisions identified in part 4 of Schedule 5	1	30 days following receipt of evidence that the contract for works has been let	350,500.00		Will be later than 1 dwelling as needs planning permission. Planning permission refused by Fareham July 2020. A revised application is planned.
Car Park Contribution	Sch 5 P4 2 - car pk trs	The City Council covenants with the Owners to apply the GP Surgery Car Park Contribution towards the capital costs of the provision of additional car parking and associated engineering works to the existing Whiteley Surgery at Yew Tree Drive, Whiteley	the sum of £350,500 (three hundred and fifty thousand five hundred pounds) to be paid by the Owners to the City Council and to be used by the City Council towards the provisions identified in Part 4 of Schedule 5	0	On receipt of car park contribution	0.01		Monies to be transferred if car park is planned to be built.
Community Facilities	Sch 5 Part 3 1 - 1st ins	The Owners covenant with the City Council to pay 50% of the Community Services Contribution to the City Council prior to the occupation of 200 Dwellings in the Southern area		200	Prior to Occupation of a specific number of units	156,250.00	26/07/2021	Paid 26/07/2021
Community Facilities	Sch 5 Part 3 1 - 2nd ins	The Owners covenant with the City Council to pay 50% of the Community Services Contribution to the City Council prior to the occupation of 400 Dwellings in the Southern area		400	Prior to Occupation of a specific number of units	156,250.00		Monitoring occupations
Community Facilities	Sch 5 P2 1-5 - Com Bld	The Owners covenant with the City Council not to Occupy or permit to be Occupied more than 750 Dwellings in the Northern Area until they have submitted detailed plans and specifications for the Community Building to the City Council and have obtained the approval of the City Council to the detailed plans and specifications for the Community Building such approval not to be unreasonably withheld or delayed.	a building of up to 650 square metres gross external area as shown illustratively within the Community Building Specification	750	Prior to occupation of 750 dwellings	0.01		Planning permission required as RM. Approx trigger April 2023
Community Facilities	Sch 5 P 2 4 - trs com bld	Subject to all necessary consents having been granted/obtained, the Owners covenant to Transfer the Community Building to either the City Council (or such other body or organisation nominated by the City Council) before the Occupation of 1000 Dwellings in the Northern Area such Transfer to be with the benefit of a warranty from the building contractor conferring upon the City Council or the other body or organisation (as the case may be) the benefit of the building contractor's obligations under the building contract in respect of the rectification of defects notified as arising within the twelve months defects liability period as defined in the building contract	a building of up to 650 square metres gross external area as shown illustratively within the Community Building Specification	1000	Prior to occupation of 1000 dwellings in northern area	0.01		Approx trigger year 2026
Community Facilities	Sch 5 P7 - Use Agreement	The operator of the Secondary School shall enter into a Community Use Agreement with the City Council and with such other parties as may be agreed by the operator of the Secondary School and the City Council. The Community Use Agreement shall be completed and SPIAF shall be available for use by hirers not later than three months after the opening of the Secondary School to students.	an agreement which secures access to and use of SP1AF and promotes a variety of different sports on SP1 AF to enable participation across all sectors of the community by hirers (which shall include but not be limited to individuals, sports clubs and community groups) ("Hirers") on reasonable financial terms.	0	Not later than three months after the opening of the Secondary School	0.01		Opening approx 2026. Will need to start negotiations early
Community Facilities	Sch 5 P1 1-4 Temp	The Owners covenant with the City Council not to Occupy or permit to be Occupied more than 150 Dwellings in the Northern Area until they have submitted detailed plans and specifications for the Temporary Community Building to the City Council and have obtained the approval of the City Council to the same such approval not to be unreasonably withheld or delayed.	modular accommodation of approximately 35m' gross Internal area for use as temporary and interim community facilities provided in accordance with the detailed plans and specifications to be submitted and approved in accordance with paragraph 1 in Part 1 of Schedule 5 in a location to be agreed with the City Council;	150	Prior to occupation of 150 dwellings in the Northern	0.01		Application for COU of Meadow cottage to be used as facility approved. Works to be complete by April 2022

Community Facilities	Sch 5 Part 3 2 - Com spen	The City Council covenants with the Owners to apply the Community Services Contribution towards the capital costs of: 2.1 the refurbishment and/or extension of existing community facilities within Whiteley; and/or 2.2 the provision of community facilities on the Secondary School Site additional to those that would otherwise ordinarily be provided as part of the Secondary School; and/or 2.3 the employment of a Community Development Worker for the benefit of the North Whiteley Development Area over such reasonable period of time and on such reasonable terms as the City Council considers appropriate		0	After payment of contribution	1.00			Discussions August 2021 with Ward Cllrs - plan to be developed for funds
Community Facilities	Sch 5 Part 9 1 Pav	The owners covenant with the City Council not to occupy or permit the occupation of more than 1500 dwellings until they have paid the First Sports Pavilion Contribution to the City Council	The aggregated sum of £750,000 (seven hundred and fifty thousand pounds) comprising the First Sports Pavilion Contribution and Second Sports Pavilion Contribution	1500	Prior to Occupation of a specific number of units	375,000.00			Not due
Community Facilities	Sch 5 Part 9 2 Pav	The owners covenant with the City Council not to occupy or permit the occupation of more than 3000 dwellings until they have paid the Second Sports Pavilion Contribution to the City Council	The aggregated sum of £750,000 (seven hundred and fifty thousand pounds) comprising the First Sports Pavilion Contribution and Second Sports Pavilion Contribution	3000	Prior to Occupation of a specific number of units	375,000.00			Not due
Development Implementation Officer	Sch 5 Part 5 1 a 1st inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows (a) The first instalment on the commencement date subject to the Implementation officer having commenced his/ her post	an officer of the City Council (to be in post as soon as reasonably practicable from the date that the Owners request in writing that such officer be put in post but in any event no later than the date on which the first Reserved Matters application relating to the Development is validated by the City Council) who will be specifically and exclusively assigned by the City Council to the Development and whose duties will include overseeing the progress of the Development and dealing with the administration	0	First reserved matters application	40,000.00	30/09/2020		Paid 23/4/20
Development Implementation Officer	Sch 5 Part 5 1 b 2nd inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows... (b) The second instalment on the later of the commencement date or the 12 month anniversary of the trigger for the first instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	First anniversary	40,000.00	02/03/2021		Paid 2 March 2021
Development Implementation Officer	Sch 5 Part 5 1 3rd inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows... (c) The third instalment on the first anniversary of the trigger Point for the second instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners	an officer of the City Council (to be in post as soon as reasonably practicable from the date that the Owners request in writing that such officer be put in post but in any event no later than the date on which the first Reserved Matters application relating to the Development is validated by the City Council) who will be specifically and exclusively assigned by the City Council to the Development and whose duties will include overseeing the progress of the Development and dealing with the administration	0	Second anniversary	40,000.00			Paid January 2022
Development Implementation Officer	Sch 5 Part 5 1 d 4th inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows... (d) The fourth instalment on the first anniversary of the trigger Point for the third instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	Third anniversary	40,000.00			Due January 2023
Development Implementation Officer	Sch 5 Part 5 1 e 5th inst	The owners covenant with the City Council to pay to the City Council the Implementation Officer Contribution in five instalments whereby the sum of each instalment is £40,000 (forty thousand pounds) and unless agreed in writing these shall be paid as follows... (e) The fifth instalment on the first anniversary of the trigger Point for the fourth instalment provided that the Implementation Officer is in post and hitherto provided a value for money service to the reasonable satisfaction of the owners		0	Fourth Anniversary	40,000.00			Due January 2024
Education - Land Transfer	Sch 4 P1 2 Prim1 trans	The Owners covenant to Transfer the Primary School 1 Site to the County Council within 4 months from Commencement of Development (and not to continue the Development once 4 months have elapsed after commencement unless it has Transferred the Primary School 1 Site to the County Council) but this restriction is subject to the County Council having provided the Owners with reasonable evidence that (a) there is a Project Appraisal relating to the School Construction Works for Primary School 1 ; and (b) a planning permission has been obtained permitting construction of Primary School 1 in accordance with the relevant Project Appraisal	that part of the Site being an area of approximately 2.733 hectares in the location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown on the Primary School Site 1 Plan;	0	Four months from commencement	0.01	04/03/2020		Trigger dependent on project appraisal and PP in place Confirmation received from M. Shefford Hampshire Education transfer took place 04/03/2020
Education Sum primary	Sch 4 P1 Prim1 Inst 1	The Owners covenant with the City Council and the County Council to pay the Primary School 1 Contribution to the County Council First Installment	the sum of £10,820,000 (ten million eight hundred and twenty thousand pounds) towards the capital costs of Primary School 1 to mitigate the impact of the Development	0	November 2020	10,820,000.00			Work commenced 11.5.2020 First installment of £669,713.76 invoiced by HCC May 2020. Second Installment £1,964,369 paid by 19/04/21 Third Installment £1,964,369 paid 03/08/21
Education - Land Transfer	Sch 4 P2 3.2 Prim2	not to Occupy more than 1,000 Dwellings unless it has submitted a Land Registry compliant plan showing the precise location size and boundaries of the Primary School 2 Site	that part of the Site being an area of approximately 2 hectares in the general location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown edged red on Primary School 2 Site Plan	1000	Prior to occupation of 1000 dwellings	0.01			Awaiting trigger - approx 2023
Education - Land Transfer	Sch 4 P2 2 Prim2	The Owners covenant with the County Council not to Occupy more than 1, 700 Dwellings unless they have Transferred the Primary School 2 Site to the County Council but this restriction is subject to the County Council having provided the Owners with reasonable evidence that: (a) there is a Project Appraisal relating to the School Construction Works for Primary School 2; and (b) a planning permission has been obtained permitting construction of Primary School 2 in accordance with the relevant Project Appraisal	that part of the Site being an area of approximately 2 hectares in the general location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown edged red on Primary School 2 Site Plan	1700	Prior to occupation of 1700 dwellings	0.01			Approx Trigger 2027 - Trigger dependent on project appraisal and PP in place

Education - Land Transfer	Sch 4 P2 Secondary	Prior to Occupation of 50 Dwellings, the Owners covenant to submit to the County Council a Land Registry compliant plan showing the precise location size and boundaries of the Secondary School Site	that part of the Site being an area of approximately 7.747 hectares (and which includes the Attenuation Basin K1 and part POS15) in the location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown on the Secondary School Site Plan and shall include the location of Sports Pitch 1 unless Sports Pitch 1 has been Transferred independently in accordance with the terms of this Agreement;	50	Prior to occupation of 50 dwellings	0.01	23/12/2020	Plan submitted and agreed with HCC
Education - Land Transfer	Sch 4 P2 3 Second trans	The Owners covenant not to Occupy more than 1,100 Dwellings until they have Transferred the Agreed Secondary School Site to the County Council but this restriction is subject (a) to the County Council having provided reasonable evidence to the Owners that there is a Project Appraisal relating to the School Construction Works for the Secondary School; and (b) to the County Council having provided reasonable evidence to the Owners that a planning permission has been obtained permitting construction of the Secondary School in accordance with the relevant Project Appraisal	that part of the Site being an area of approximately 7.747 hectares (and which includes the Attenuation Basin K1 and part POS15) in the location identified on the Landscape and Facilities Plan the detailed boundaries of which are shown on the Secondary School Site Plan and shall include the location of Sports Pitch 1 unless Sports Pitch 1 has been Transferred independently in accordance with the terms of this Agreement;	1100	Prior to occupation of 1100 dwellings	0.01		Trigger dependent on project appraisal and PP in place
Education Sum primary	Sch 4 P2 Prim2 Cont	The Owners covenant with the City Council and the County Council to pay the Primary School 2 Contribution to the County Council	the sum of £7,740,000 ( seven million seven hundred and forty thousand pounds) towards the capital costs of Primary School 2 to mitigate the impact of the Development;	1700	Occupation 1700 dwellings or 20 wd from project appraisal	7,740,000.00		check later trigger date. see schedule for payment dates
Education Sum Secondary	Sch 4 P3 Secondary	The Owners covenant with the City Council and the County Council to pay the Secondary School Contribution to the County Council	the sum of £22,730,000.00 (twenty two million seven hundred and thirty thousand pounds) payable in instalments as set out in Schedule 4 towards the capital costs of providing 5 forms of entry in the first phase at the Secondary School on the Secondary School Site to mitigate the impact of the Development	1100	Occupation 1100 dwellings or 20 wd from project appraisal	22,730,000.00		check later trigger date. see schedule for payment dates
Education Contribution General	Sch 4 P5	The County Council shall submit to the Owners confirmation that it has entered into a contract or contracts in relation to secondary school transport the costs of which fall within the purpose to which the School Transport Contribution may be applied as set out in the definition of School Transport Contribution and the Owners covenant (subject to the following proviso) thereafter to pay to the County Council within 30 working days of the date of receipt of written demand the amount demanded by the County Council in respect of such costs up to the maximum amount of the School Transport Contribution PROVIDED THAT the Owners shall not be required to make any payment before the date of 1" Occupation of any Dwelling	sum or sums of up to £330,000 (three hundred and thirty thousand pounds) in aggregate to be paid by the Owners to the County Council towards the costs reasonably and necessarily incurred by the County Council as education authority to provide transport for pupils resident in the Development to the linked secondary school for the purposes of education prior to the opening of the Secondary School	0	HCC to submit contract to owners - owners to pay within 30 days	330,000.00		HCC to submit contract to owners
HCC Transport Contribution	Sch 3 P2 1 d 1st	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below . Off Site Traffic management and capacity improvement	the sum of £900,000 (nine hundred thousand pounds) which may be paid under the terms of this Agreement to the County Council in lieu of the A334/A3051 Signalised Junction Improvements to be used towards the provision of the A334/A3051 Alternative Junction Improvements	1000	Prior to Occupation of a specific number of units	90,000.00		Note optional - provision or contribution
HCC Transport Contribution	Sch 3 P2 1 c 2nd	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below . Off Site Traffic management and capacity improvement	the sum of £3,800,000 (three million eight hundred thousand pounds) which may be paid under the terms of this Agreement to the County Council in lieu of those parts of the Highways Works comprising and described at Part 1 of Schedule 3 as the Whiteley Way/Rookery Avenue Parkway (South) Junction (R1) improvements and the Whiteley Way widening and shared foot/cycleway proposals to be used towards delivery of the Enhanced Scheme	750	Prior to Occupation of a specific number of units	3,420,000.00		Optional amount if HCC serve notice on developers
HCC Transport Contribution	Sch 3 P2 1 (a) 1st	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below . Off Site Sustainable transport Measures	the sum of £271,555 (two hundred and seventy one thousand pounds five hundred and fifty five pounds) payable to the County Council to be applied towards the capital costs of the provision of off site works as follows: (a) bus stops and associated infrastructure (b) cycle parking (within a radius of 8km from the site red line plan) (c) way finding signage (d) Swanwick Station rail access improvements the details of such works to be identified through the Travel Plan;	1	Prior to Occupation of a specific number of units	135,777.50	30/09/2020	Invoiced by HCC - Paid
HCC Transport Contribution	Sch 3 P2 1 d 2nd	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below . Off Site Traffic management and capacity improvement	the sum of £900,000 (nine hundred thousand pounds) which may be paid under the terms of this Agreement to the County Council in lieu of the A334/A3051 Signalised Junction Improvements to be used towards the provision of the A334/A3051 Alternative Junction Improvements	1250	Prior to Occupation of a specific number of units	810,000.00		Note optional - provision or contribution

HCC Transport Contribution	Sch 3 P2 1 (a) 2nd	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below Off Site Sustainable transport Measures	the sum of £271,555 (two hundred and seventy one thousand pounds five hundred and fifty five pounds) payable to the County Council to be applied towards the capital costs of the provision of off site works as follows: (a) bus stops and associated infrastructure (b) cycle parking (within a radius of 8km from the site red line plan (c) way finding signage (d) Swanwick Station rail access improvements the details of such works to be identified through the Travel Plan;	750	Prior to Occupation of a specific number of units	135,777.50		Not due
HCC Transport Contribution	Sch 3 P2 1 (b) 1st	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below Off Site Traffic management and capacity improvement	the sum of £400,000 (four hundred thousand pounds) payable to the County Council to be applied towards the capital costs of providing traffic management and/or capacity improvement measures at the following locations: (a) Botley Village (b) Leafy Lane (c) Swanwick Lane (d) Segensworth Roundabout (e) Whiteley Way	1	Prior to Occupation of a specific number of units	200,000.00	30/09/2020	Raised by HCC. Paid
HCC Transport Contribution	Sch 3 P2 1 (b) 2nd	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below Off Site Traffic management and capacity improvement	the sum of £400,000 (four hundred thousand pounds) payable to the County Council to be applied towards the capital costs of providing traffic management and/or capacity improvement measures at the following locations: (a) Batley Village (b) Leafy Lane (c) Swanwick Lane (d) Segensworth Roundabout (e) Whiteley Way	750	Prior to Occupation of a specific number of units	200,000.00		Not due
HCC Transport Contribution	Sch 3 P2 1 c 1st	The Owners covenant with the City Council and the County Council: 1.1 not Occupy or permit to be Occupied more than the number of Dwellings set out in Column 1 of the table below unless and until they have paid to the County Council the contribution set out in Column 2 of the table below; and 1.2 to pay the Highways and Transportation Contributions to the County Council in accordance with the relevant Trigger Point as set out in Column 1 of the table below Off Site Traffic management and capacity improvement	the sum of £3,800,000 (three million eight hundred thousand pounds) which may be paid under the terms of this Agreement to the County Council in lieu of those parts of the Highways Works comprising and described at Part 1 of Schedule 3 as the Whiteley Way/Rookery Avenue Parkway (South) Junction (R1) improvements and the Whiteley Way widening and shared foot/cycleway proposals to be used towards delivery of the Enhanced Scheme	350	Prior to Occupation of a specific number of units	380,000.00		Optional if HCC decide to undertake works
Highway Works	Sch 3 P1 1 t14 BW ext	Works to complete Bluebell way (between Bluebell Way and Western Site Access)		1075	Prior to occupation of 1,075 dwellings	0.01	29/01/2021	Complete - will need to be adopted
Highway Works	Sch 3 P1 1 t15	Works to Curbridge Way		2780	Prior to occupation of 2,780 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t16	Creation of strategic recreational foot/cycleway western route		2345	Prior to occupation of 2,345 occupations	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t17	Creation of strategic recreation foot/cycleway eastern route		1075	Prior to occupation of 1,075 dwellings	0.01		Not due monitor
Highway Works	Sch 3 P1 1 t8 - R1 imp	Whiteley Way/Rookery Avenue/Parkway (South) Junction (R1) improvements		1200	Prior to occupation of 1,200 dwellings	0.01		(note option for HCC to receive R1 Whiteley Way and A27 contribution). Monitor
Highway Works	Sch 3 P1 1 t9 - WW widn	Whiteley Way widening and shared foot/cycleway proposals		1200	Prior to occupation of 1200 dwellings	0.01		(Note option HCC to take R1 Whiteley Way and A27 works contribution)
Highway Works	Sch 3 P1 1 t10 Bot cyc	Provision of Botley Road foot/cycleway Between the north of the Northern Site Access and Botley Station		50	Prior to occupation of 50 dwellings in North	0.01		Started and recommenced September 2021 - due for completion Feb/March 2022
Highway Works	Sch 3 P1 1 t11 bot imp	A3051 Botley Road / A334 Mill Hill / A334 Station Road junction improvements		1710	Prior to occupation of 1,710 dwellings	0.01		Note option for HCC to accept payment of Botley Bypass Works contribution
Highway Works	Sch 3 P1 1 t12 ww to sec	Works to complete works at Whiteley Way to serve the Secondary School within the Southern area		1500	Prior to occupation of 1,500 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 1.13-WW 1.12	Works to complete works at Whiteley Way reference location 1.12		1710	Prior to occupation of 1,710 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t2 - WAJ	Works to A3051 Botley Road/Western Site Access Junction		1	1 Dwelling in the Southern Area	0.01	01/06/2020	Works completed
Highway Works	Sch 3 P1 1 t3	Extension of Whiteley Way and site access to Whiteley Way/Bluebell Way roundabout		150	Prior to occupation of 150 Dwellings	0.01		Work commenced
Highway Works	Sch 3 P1 t4 - BB Way ext	Extension of Bluebell Way		100	Earliest of 100 Dwellings or 12 months from transfer of PS1 (4-3-2020)	0.01	29/01/2021	Complete. Will need to be adopted
Highway Works	Sch 3 P1 1 t5 - R2-R3 r/b	Whiteley Way/Whiteley Town Centre Roundabout (R2A) and R2 to R3 corridor improvements		1200	Prior to occupation of 1200 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t6 - R2 r/b	Whiteley Way/Majoram Way Roundabout (R2) improvements		1200	Prior to occupation of 1200 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t7 - R1a imp	Whiteley Way/Parkway (North) Junction (R1A) improvements		1200	Prior to occupation of 1,200 dwellings	0.01		Not due - monitor
Highway Works	Sch 3 P1 1 t1 - NAJ	Works to A3051 Botley Road/Northern Site Access Junction		1	1 Dwelling in the Northern Area	0.01	01/06/2020	Complete - needs adoption and possible TRO
Highway Works	Sch 3 P1 1	Subject to paragraphs 4 and 5 of this Part of this Schedule, the Owners covenant with the City Council and the County Council not to Occupy or permit or cause to be Occupied more than the number of Dwellings as Indicated in Column 1 below until the Owners have entered into a Highways Agreement for the corresponding Highways Works described in Column 2 below and those Highways Works have been completed (as evidenced by a Certificate of Completion). The drawings referred to in Column 2 are appended at Appendix 13 (or in the case of the Reduced Works at Appendix 7)		0		0.01		Review with Highways progress of works
Highways Related Landscaping	Sch 5 Part 6	1 The Owners may Transfer each Highways Related Landscaping Area to the City Council upon the completion of the laying out of such Highways Related Landscaping Area and the expiry of a maintenance period undertaken at the Owners' expense sufficient to demonstrate satisfactory establishment and construction 2 The Owners covenant with the City Council to pay a Highways Related Landscaping Area Commuted Sum to the City Council upon the Transfer to the City Council of any Highways Related Landscaping Area	means the areas of landscaping adjacent to proposed adoptable highways which are to be provided pursuant to a Highways Agreement and which areas of landscaping will be transferred to and be maintained by the City Council (save for any street lighting and other highways apparatus in such areas of landscaping which will be maintained by the County Council) such areas of landscaping generally consisting of areas of verge street lighting drainage and trees between the carriageway and footway/cycleway shown indicatively on the example plan shown on drawing no. 16659/2032/001 Rev C at Appendix 15 and the final details thereof to be confirmed with the County Council (acting reasonably) as highway authority through a Highways Agreement	0	On transfer of highways related landscaping land	10.12		10.12 per square metre to be transferred. Areas being shown on S38 plans.

Information	Sch 9 P10 - Occ mon rep	1. The owners shall submit to the City Council at not less than six monthly intervals following Occupation of the first Dwelling a written report of occupation		0	Six month intervals from 23-12-2020	0.01		Occupation 23/12/19 report due every six months on occupation in each phase. Report 1 rcvd July 2020 Report 2 rcvd January 2021 Report 3 rcvd July 2021
Landscape and Open Space	Sch 6 Part 6 2 High land	The owners covenant with the City Council to pay a Highways related Landscaping Area Commuted Sum to the City council upon the transfer to the City Council of any Highways related Landscaping area	a commuted sum payable by the Owners to the City Council upon the transfer of any Highways related landscaping Area to the City Council to be applied by the City Council to the future maintenance of such area calculated at the flat rate of £10.12 (ten pounds and twelve pence)per square metre which shall be index linked from the date of this agreement until the date of payment	0	Transfer of Land	10.12		10.12per metre for area transferred Monitor for transfer clause 1
Play Facilities	Sch 7 Part 1 2 Play 1 trs	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 1 £345,996 (three hundred and forty five thousand, nine hundred and ninety six pounds)	125	Prior to Occupation of a specific number of units	345,996.00		Play Area 1 delayed. Built out of the development different to envisaged. As allowed by S106 trigger to be changed. Currently play area in the middle of construction area
Play Facilities	Sch 7 Part 1 2 Play 2	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 2 £123,568 (one hundred and twenty three thousand, five hundred and sixty eight pounds)	1710	Prior to Occupation of a specific number of units	123,568.00		Planning application for play area approved. Will be delivered earlier than 1710. Play area equipment due to be installed Winter 2021
Play Facilities	Sch 7 Part 1 2 Play 3	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 3 £148,568 (one hundred and forty eight thousand, five hundred and sixty eight pounds)	500	Prior to Occupation of a specific number of units	148,568.00		Application for play area approved. To be delivered by end November 2021
Play Facilities	Sch 7 Part 1 2 Play 4	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 4 £272, 428 (two hundred and seventy two thousand, four hundred and twenty eight pounds)	2345	Prior to Occupation of a specific number of units	272,428.00		Not due. Application required
Play Facilities	Sch 7 Part 1 2 Play 5	2. The owners covenant to procure the issue of a ROSPA certificate in respect of each Play Space and upon the issue of the ROSPA Certificate the owners shall transfer that Play Space and pay the relevant proportion of the Play Space Maintenance Sum to the city Council or such other body or organisation nominated by it.	the sum payable upon the transfer of each play space to the City Council for the future Management and maintenance of the play spaces as follows: Play Space 5 £148,568 (one hundred and forty eight thousand, five hundred and sixty eight pounds)	2345	Prior to Occupation of a specific number of units	148,568.00		Not due. Application required
POS - Sport	Sch 5 Part 8 1 1.1 to 1.5	1 in respect of sports pitch 1: 1.1 the City Council, having first consulted with the county Council, shall serve notice in writing on the owners that Sports Pitch 1 is either (i) to be constructed by the County Council as an integral part of the secondary school or (ii) to be constructed separately from the construction of the secondary school. 1.2 The notice to be served shall be served after the commencement date and before the payment of any contribution towards the construction of the secondary school 1.4 If the City Council serves notice that the construction of sports pitch 1 is to be undertaken separately from the construction of the secondary school , then the owners covenant that they will pay to the City Council the Sports Pitch 1 contribution prior to the occupation of 500 dwellings to enable the City council to procure the construction of Sports Pitch 1 and the City council will so procure the construction of Sports Pitch 1	Sports Pitch 1 Contribution: the sum of £1,360,000 (one million three hundred and sixty thousand pounds) towards he capital cost of construction of Sports Pitch 1	0		1,360,000.00	11/08/2021	Decision made by WCC not to undertake construction separate to School. Notification letters sent 11/08/2021 to consortium members
POS - Sport	Sch 5 pt 8 3 Pitch2/3 trs	Subject to any defects being made good as reasonably required by the City Council in accordance with paragraph 2.4 of this part of this schedule upon the expiry of the respective maintenance Period for sports pitch 2 and Sports Pitch 3 the Owners shall (i) Transfer sports pitch 2 and sports pitch 3 and (ii) pay the Sports Pitch 2 maintenance Sum and Sports Pitch 3 Maintenance Sum (as applicable) to the City Council or other such body or organisation nominated by it	Sports Pitch 2 Maintenance Sum: the sum of £220,576 (two hundred and twenty thousand five hundred and seventy six pounds) towards the future management and maintenance of Sports Pitch 2 payable upon the transfer of Sports Pitch 2 to the City Council	0	Transfer of Land	220,576.00		To be transferred After construction and maintenance period
POS - Sport	Sch 5 part 8 3	Subject to any defects being made good as reasonably required by the City Council in accordance with paragraph 2.4 of this part of this schedule upon the expiry of the respective maintenance Period for sports pitch 2 and Sports Pitch 3 the Owners shall (i) Transfer sports pitch 2 and sports pitch 3 and (ii) pay the Sports Pitch 2 maintenance Sum and Sports Pitch 3 Maintenance Sum (as applicable) to the City Council or other such body or organisation nominated by it	Sports Pitch 3 Maintenance Sum: the sum of £420,923 (four hundred and twenty thousand nine hundred and twenty three pounds) towards the future management and maintenance of Sports Pitch 3 payable upon the transfer of Sports Pitch 3 to the City Council	0	Transfer of Land	420,923.00		Not due - monitor
POS Maintenance Sum	Sch 6 Part 3 1 os trans	1. Subject to having rectified any defects and replaced any dead and/ or dying planting in accordance with paragraph 1.4 of Part 2 of this schedule, the owners covenant with the City Council to: (a) Transfer the relevant Open Space Area (other than the ponds for adoption) to a management body (subject to paragraph 5); and (b) pay the relevant proportion of the Open Space Area Maintenance Sum (including any sum relating to maintenance of a pond for adoption) to that management body (c) Transfer any relevant pond for adoption within such Open Space Area to the City Council		0	Transfer of Land	6,696,793.00		Monitor for agreement
RETAIL	Sch 9 1 - Mkt Plan	1. The owners covenant with the City Council not to Occupy more than 750 Dwellings in the Northern Area Until: 1.1 A Northern Local Centre Marketing Plan has been submitted to and approved in writing by the City Council and 1.2 Services have been provided to the boundary of the land identified therein for the purposes of the Northern Local Centre (but not for the avoidance of doubt to the boundary of any individual building or plot	a marketing plan providing details of: (a) the location and boundaries of the Northern Local Centre comprising land sufficient to accommodate as part thereof the provision of the Northern Local Centre Uses; (b) a statement and illustrative layout plan demonstrating how the Northern Local Centre may be developed which may (following consultation with the City Council) be amended from time to time by the Owners in response to market demand; and (c) a Marketing Strategy for the Local Centre;	750	Prior to occupation of 750 dwellings	0.01		Monitor

RETAIL	Sch 9 2 - Mkt Plan	1. The owners covenant with the City Council not to Occupy more than 500 Dwellings in the Souther Area Until: 1.1 A Southern Local Centre Marketing Plan has been submitted to and approved in writing by the City Council and 1.2 Services have been provided to the boundary of the land identified therein for the purposes of the Southern Local Centre (but not for the avoidance of doubt to the boundary of any individual building or plot	a marketing plan providing details of: (a) the location and boundaries of the Northern Local Centre comprising land sufficient to accommodate as part thereof the provision of the Northern Local Centre Uses; (b) a statement and illustrative layout plan demonstrating how the Northern Local Centre may be developed which may (following consultation with the City Council) be amended from time to time by the Owners in response to market demand; and (c) a Marketing Strategy for the Local Centre;	500	Prior to occupation of 500 dwellings	0.01		Monitor
Solent Recreation Mitigation	Sch 6 Part 5 1 - solent	1. The owners covenant with the City Council not to occupy or permit the occupation of any dwelling unless and until they have paid the Solent Recreation Mitigation Strategy Contribution to the City Council which payment is acknowledged to be sufficient to mitigate the impact of increased visitor pressure arising from the development on the Solent Special Protection Area and is in full and final settlement of the obligations of the Development to the Solent Recreation Mitigation Strategy	the sum of £261,870 (two hundred and sixty one thousand eight hundred and seventy pounds);	1	Prior to occupation	261,870.00	30/09/2020	Invoiced Feb 20 - Paid
Travel Plan	Sch 3 P 3 1	Prior to first Occupation of any Dwelling to submit to the County Council for approval a Travel Plan in accordance with the Framework Travel Plan and subject always to paragraph 6 of this Part of this Schedule to Implement and comply with the requirements of the Travel Plan and to use all reasonable endeavours to achieve the targets set therein and to perform the tasks and measures by the targets set out therein, including (but not limited to) appointing a site wide Travel Pt.an Co-ordinator for the Travel Plan prior to first occupation and to retain the Travel Plan Co-ordinator for the duration of the construction period of the development and at least 5 (five) years thereafter	a travel plan produced in accordance with the provisions of the Framework Travel Plan and Public Transport Strategy (to include provision for bus services generally) as may be amended from time to time with the approval of the County Council (acting reasonably)	0	Prior to occupation	0.01		Deed of Variation being negotiated for HCC to take role
Travel Plan	Sch 3 P3 2	Not to Occupy or permit Occupation of any Dwelling unless it has Implemented and complied with the requirements of the Travel Plan and appointed a Travel Plan Coordinator	the person so appointed pursuant to the Framework Travel Plan and/or the Travel Plan	0	Prior to occupation	0.01		Deed of variation being negotiated for HCC to take on role
Travel Plan Bond	Sch 3 P3	To lodge and maintain the Travel Plan Deposit to the County Council as follows: (a) the sum of £1,137,376 prior to the Occupation of 1 Dwelling ("Part 1 Deposit"); (b) the sum of £1,893,750 prior to the Occupation of 500 Dwellings ("Part 2 Deposit"); (c) the sum of £2,359,582 prior to the Occupation of 1,710 Dwellings ("Part 3 Deposit"); (d) the sum of £2,692,338 prior to the Occupation of 2,780 Dwellings ("Part 4 Deposit")	the aggregate total sum not exceeding £2,692,338 (two million, six hundred and ninety two thousand three hundred and thirty eight pounds) being a security deposit or acceptable bond security to be provided by the Owner in accordance with Schedule 3 Part 3:	1	Prior to Occupation of a specific number of units	1,137,376.00		Triggers Part 1 deposit 1 dwelling, Part 2 =500, Part 3 =1710 Part 4 = 2780 dwellings. Amount held increased change amount. Deed of variation being negotiated for HCC to take on role
Travel Plan Monitoring Fee	Sch 3 P3 5 a	to pay to the County Council on commencement the first instalment of the Travel Plan Auditing Fee In the sum of £1500 (one thousand five hundred pounds) and to pay the next instalment of £3000 (three thousand pounds) prior to first Occupation of any Dwelling and then to pay annual instalments in the sum of £3000 for 12 twelve years on the anniversary of first Occupation of any Dwelling	the sum of £40,500 (forty thousand five hundred pounds) payable by the Owners to the County Council;	0	On commencement	1,500.00		1,500 due on commencement. Deed of variation being negotiated for HCC to take on role
Travel Plan Monitoring Fee	Sch 3 P3 5 b	to pay to the County Council on commencement the first instalment of the Travel Plan Auditing Fee In the sum of £1500 (one thousand five hundred pounds) and to pay the next instalment of £3000 (three thousand pounds) prior to first Occupation of any Dwelling and then to pay annual instalments in the sum of £3000 for 12 twelve years on the anniversary of first Occupation of any Dwelling	the sum of £40,500 (forty thousand five hundred pounds) payable by the Owners to the County Council;	1	Prior to occupation	3,000.00		3,000 due prior to first occupation and then £3,000 for 12 years on the anniversary of first occupation. Deed of variation being negotiated for HCC to take on role
Travel Regulation Order	S3 P2 1.2 - TPO	Traffic Regulation Order (Bluebell Way Parking Restrictions) Contribution		1	Occupation of one dwelling	6,000.00	28/01/2020	£6,690.61 paid over to WCC 10.07.2020 as work to be undertaken by traffic team - paid into traffic income code. Work undertaken
Waste Recycling Centre	Sch 5 P6	1 The. Owners covenant with the County Council: 1.1 not to Occupy or permit the Occupation of more than 500 Dwellings unless and until the first instalment of the Waste / Recycling Centre Contribution has been paid to the County Council; 1.2 not to Occupy or permit the Occupation of more than 1500 Dwellings unless and until the second instalment of the Waste/ Recycling Centre Contribution has been paid to the County Council; and 1.3 not to Occupy or permit the Occupation of more than 2500 Dwellings unless and until the third instalment of the Waste/ Recycling Centre Contribution has been paid to the County Council. 2 The County Council covenants with the Owners to apply the Waste/Recycling Centre Contribution only towards the capital costs of the provision of the Waste/Recycling Centre	the sum of £85,500 (eighty five thousand five hundred pounds) to be paid In three Instalments as follows: First instalment £30, 500 (thirty thousand five hundred pounds) second instalment £30,000 (thirty thousand pounds) third instalment £25,000 (twenty five thousand pounds);	500	Prior to occupation of 500 dwellings	85,500.00		3 triggers - 500, 1500, 2500 dwellings. Monitor occupations for first trigger
Whiteley Pastures SSSI	Sch 6 P4 Whit SSI	The Owners covenant with the County Council to pay the Whiteley Pastures SSSI Contribution to the County Council on commencement of development	the sum of £127,993.00 (one hundred and Twenty seven thousand nine hundred and ninety three pounds) towards the capital costs of the works and measures identified within the Whiteley Pastures SSSI Schedule;	0	Prior to Commencement	127,993.00	22/07/2019	Total paid to HC £140,812.01

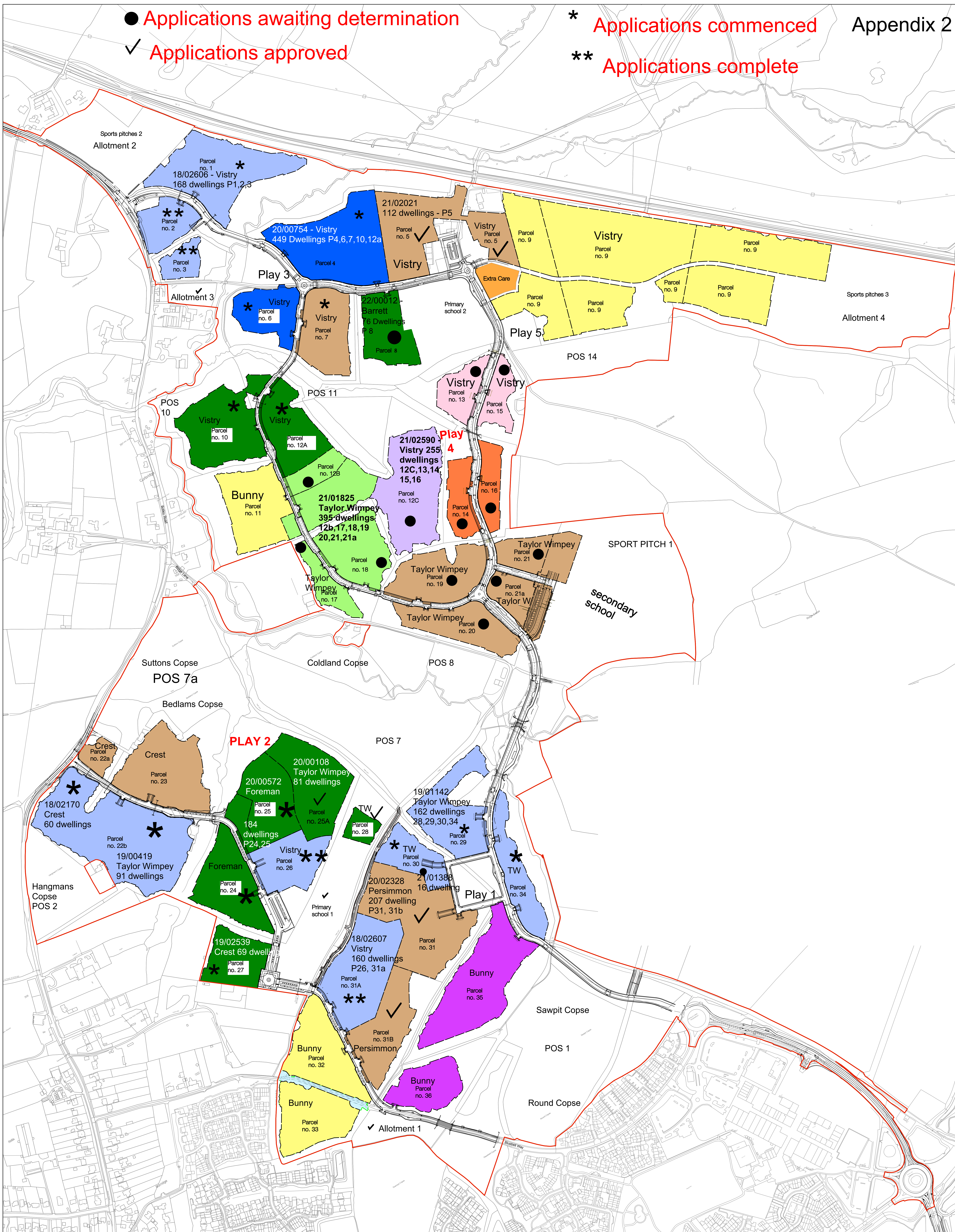


● Applications awaiting determination

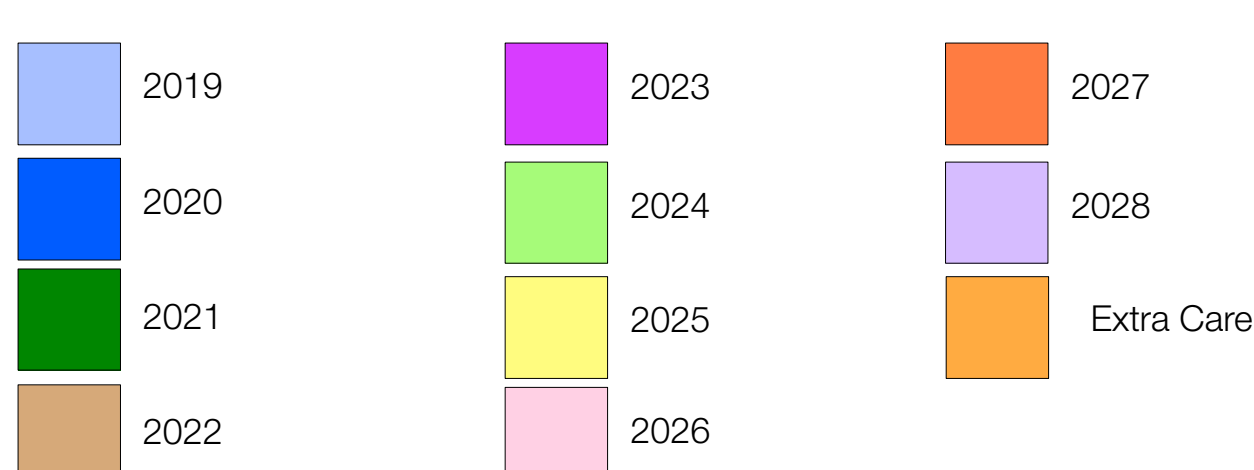
✓ Applications approved

\* Applications commenced

\*\* Applications complete



Key - anticipated construction start dates



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### APPENDIX 3 - OCCUPATION SCHEDULE

Applic.	Developer	Parcel	Nos	Approved	Date Approved	Housing Occupations			AFFORDABLE HOUSING STATUS				
						Started	Complete	Occupied	No of AH completed	Not of AH occupied	Tenure		
											Rent	SO	Discount
18/02170	Crest	22b	69	69	26/07/2019	60	40	40	No affordable in phase provided in 22b e				
18/02606	Bovis	1, 2, 3	168	168	31/05/2019	168	145	135	27	27	13	4	10
18/02607	Bovis	26, 31A	160	160	12/04/2019	160	160	160	22	22	13	4	5
19/00419	Taylor Wimpey	22b e	91	91	28/05/2019	91	75	75	9	8	8		
19/01142	Taylor Wimpey	29, 34	182	182	08/11/2019	148	35	35	0	0			
19/02539	Crest	27	59	59	20/11/2020	49	0	0	0	0			
20/00108	Taylor Wimpey	25A	81	81	27/11/2020	0	0	0	0	0			
20/00572	Foreman Homes	24, 25	187	187	24/03/2021	0	0	0	0	0			
20/00754	Vistry	4,6,76,10,12	449	449	13/11/2020	232	4	1	0	0			
20/02328	Persimmon	31, 31b	207	207	13/08/2021	0	0	0	0	0			
21/01388	Taylor Wimpey	Part 29	16			0	0	0	0	0			
21/01825	Taylor Wimpey	12b, 17, 18, 19, 20, 21 and 21a	395			0	0	0	0	0			
21/02021	Vistry (Drew Smith)	5	112	112	05/11/2021	0	0	0	0	0			
21/02590	Vistry	12C,13,14,15,16	255			0	0	0	0	0			
22/00012	Barrett	8	76										
			2507	1765		908	459	446	58	57	34	8	15

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Outline approved	3500
Approved	1765
Under consideration	742
To be applied for	993

Started	908
Occupied	446

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