

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 School1 ; 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 £1,964369 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 t11e Whiteley Pastures SSSI Schedule:	0	Prior to Commencement	127,993.00	22/07/2019		Total paid to HC £140,812.01