



Deed of Variation

under Section 106 and Section 106A
of the Town & Country Planning Act
1990

relating to land at Brookleigh, north
and north west of Burgess Hill, West
Sussex

- (1) Mid Sussex District Council
- (2) West Sussex County Council
- (3) Homes and Communities Agency (trading
as Homes England)

Dated 20

[●Draft] [●]: [●date] [(TLT)]

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Appendices

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This Deed of Variation is made the day of 20

Between:

- (1) **Mid Sussex District Council** of 'Oaklands' Oaklands Road Haywards Heath West Sussex RH16 1SS (District **Council**)
- (2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (**County Council**)
- (3) **Homes and Communities Agency (trading as Homes England)** of The Lumen, 2nd Floor, St. James Boulevard, Newcastle Helix, Newcastle upon Tyne, NE4 5BZ (**Owner**)

Now this deed witnesses as follows:

1 Definitions and interpretation

- 1.1 Terms and expressions defined in the Principal Agreement as varied by the First Deed of Variation and the Second Deed of Variation shall unless the context otherwise requires have the same meaning when used in this Deed of Variation.

2 Legal effect

- 2.1 The covenants conditions and other provisions contained in the Principal Agreement save as varied and supplemented by this Deed of Variation are hereby ratified and confirmed and shall continue to have full force and effect.
- 2.2 This Deed shall come into effect immediately on the date hereof.

3 Background

- 3.1 This Deed of Variation is made by agreement under Section 106A of the Act and is supplemental to a Section 106 Agreement dated 4 October 2019 made between the District Council (1) the County Council (2) and the Owner (3) (the **Principal Agreement**) and as varied by a Deed of Variation dated 18 January 2021 and made between the District Council (1) the County Council (2) and the Owner (3) (the **First Deed of Variation**) and a Deed of Variation dated 5 December 2022 and made between the District Council (1) the County Council (2) and the Owner (3) (the **Second Deed of Variation**)
- 3.2 The District Council is a Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of the Principal Agreement as varied by the First Deed of Variation and the Second Deed of Variation.
- 3.3 The County Council is the local authority responsible for education, libraries and highways infrastructure for the purposes of planning obligations imposed pursuant to the provisions of the Principal Agreement as varied by the First Deed of Variation and the Second Deed of Variation.
- 3.4 The Owner is the owner in fee simple in possession of the Application Site with title absolute registered at HM Land Registry under title numbers WSX399147, WSX341591, WSX312247, WSX298625, WSX23979, WSX336711, SX11445, WSX407833 and WSX407830.

Commented [KE1]: Please note that I am still checking the title and have not yet seen the two highlighted.

3.5 The District Council is the owner in fee simple in possession of that part of the Application Site with title absolute registered at HM Land Registry under title number WSX232138.

Commented [KE2]: I am waiting to see this title to check that it is relevant

3.6 The Owner has submitted an application to vary the Principal Agreement which has been given a planning application reference number of DM/26/0174 for "modifications to the Section 106 Legal Agreement relating to Planning Application DM/18/5114 (as amended by applications DM/21/3279 & DM/23/0747)"

3.7 The parties wish to vary the Principal Agreement as varied by the First Deed of Variation and the Second Deed of Variation as set out below

4 Variation of terms of the Principal Agreement

4.1 The Principal Agreement shall be varied by the terms of this Deed of Variation as set out in Schedule 1 and as follows:

4.2 Clause 16 (g) of the Principal Agreement shall have the following words added after the word "mortgagee":

4.14.3 "nor any other mortgagee or chargee of any Dwellings (but not where that mortgagee or chargee enters into possession, in which case they shall be bound)".

5 Obligations

5.1 The Owner hereby agrees to pay the District Council on completion of this Deed the District Council's reasonable legal costs in connection with the negotiation and completion of this Deed.

5.2 The Owner hereby agrees to pay the County Council on completion of this Deed the County Council's reasonable legal costs in connection with the negotiation and completion of this Deed.

5.2 This Deed of Variation shall be registered in the Register of Local Land Charges on completion.

6 Miscellaneous

6.1 It is hereby agreed between the parties hereto that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title or assigns or successor bodies) shall have the rights under or be able to enforce the provisions of this Deed.

6.2 Except as varied by this Deed, the terms of the Principal Agreement as already varied are confirmed and continue in full force and effect.

In witness whereof this Deed of Variation has been duly executed by the parties the day and year appearing at the top of page 2.

Executed as a deed)
(but not delivered until dated) by)
MID SUSSEX DISTRICT COUNCIL)
whose Common Seal was affixed)
in the presence of)

Executed as a deed)
(but not delivered until dated) by)
WEST SUSSEX COUNTY COUNCIL)
whose Common Seal was affixed)
in the presence of)

Executed as a deed by)
(but not delivered until dated) by)
HOMES AND COMMUNITIES AGENCY)
whose Common Seal was affixed in the)
presence of:)

Authorised Signatory

Schedule 1
The Variations

Original agreement S106 Definitions

Term & Meaning (Existing)	Term & Meaning (Agreed)	Page
Access and Movement Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Access and Movement 004 Rev 04	Access and Movement Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Access and Movement 004 Rev 11	DoV Dec 22 p.7
Biodiversity Objective Date means the date 25 years from Commencement of Development.	Biodiversity Objective Date means the date 27 years from Commencement of Development.	6
Building Height Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Building Heights 006 Rev 03	Building Height Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Building Heights 006 Rev 06	DoV Dec 22 p.7
Centre for Outdoor Sport Maintenance Contribution means the financial contribution of nine hundred and fifty thousand and sixteen pounds and nineteen pence (£956,016.19) Index Linked to be applied towards the future maintenance of the Centre for Community Sport and the new facilities to be provided at the triangle	Centre for Outdoor Sport Maintenance Contribution means the financial contribution of nine hundred and fifty-six thousand and sixteen pounds and nineteen pence (£956,016.19) Index Linked to be applied towards the future maintenance of the Centre for Community Sport and the new facilities to be provided at the triangle and/or towards the delivery of the Sports Facilities.	7
Community Building 1 means (a) a stand-alone multi-use flexible community building of not less than 500 sqm (GEA); and (b) associated car parking and outdoor amenity space, to be provided within Sub-Phase P1.4 as shown on the Land Use Parameter Plan and in accordance with the Community Building 1 Specification	Community Building 1 means (a) a multi-use flexible community building of not less than 500 sqm (GEA); and (b) associated car parking and outdoor amenity space, to be provided within Sub-Phase P1.4 as shown on the Land Use Parameter Plan and in accordance with the Community Building 1 Specification	
Community Building 2 means:	Community Building 2 means:	

Term & Meaning (Existing)	Term & Meaning (Agreed)	Page
(a) A stand-alone multi-use flexible community building of not less than 1,0 900 sqm (GEA); and (b) Associated car parking and outdoor amenity space	(a) A stand-alone multi-use flexible community building of not less than 900 sqm (GEA); and (b) Associated car parking and outdoor amenity space.	
Community Engagement Worker Funding - new definition	Community Engagement Worker Funding refers to any Community Engagement Worker Contribution not spent on the Community Engagement Worker to be spent on wider community engagement activities.	
Demolition and Retention Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Demolition and Retention 007 Rev 02	Demolition and Retention Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Demolition and Retention 007 Rev 04	DoV Dec 22 p.7
Density Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Density 005 Rev 03	Density Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Density 005 Rev 04	DoV Dec 22 p.7
Green Circle Bridleway – new definition	means the proposed new bridleway public right of way link referred to as the Green Circle and shown indicatively as a green dotted line on the Open Space Transfer Plan	
Green Circle Bridleway Works - new definition	means the works to be carried out by the Owner to deliver the proposed new Green Circle Bridleway	
Green Circle Maintenance Contribution - new definition	Green Circle Maintenance Contribution means a contribution in the sum of up to three hundred and fifty thousand pounds (£350,000) towards the ongoing maintenance of the Green Circle Bridleway	
Green Infrastructure Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Green Infrastructure 003 Rev 05	Green Infrastructure Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Green Infrastructure 003 Rev 08	DoV Dec 22 p.7

Term & Meaning (Existing)	Term & Meaning (Agreed)	Page
Land Use Parameter Plan means the plan appended to the Agreement at Appendix B and with reference: Parameter Plan Land Use 002 Rev 02	Land Use Parameter Plan means the plan appended to the Agreement at Appendix B and with reference: Parameter Plan Land Use 02 Rev 05	DoV Dec 22 p.7
Mobility Corridor 1 means a pedestrian and cycle route and surrounding areas between A273 Sussex Way at the junction with Marchants Way and Wolstonbury Way, as well as pedestrian and cycle improvements on routes from Freeks Lane to Farm to Wivelsfield station and to Burgess Hill station.	Mobility Corridor 1 means a pedestrian and cycle route and surrounding areas between A273 Sussex Way at the junction with Marchants Way and Wolstonbury Way, as well as pedestrian and cycle improvements on routes from Freeks Lane to Farm to Burgess Hill station.	DoV Dec 22 p.7
Mobility Corridor 2 means a pedestrian and cycle route between Gatehouse Lane from A273 Jane Murray Way and Wolstonbury Way, as well as pedestrian and cycle improvements linking Mobility Corridor 1 at the junction between London Road and Maple Drive.	Mobility Corridor 2 means a pedestrian and cycle route between Gatehouse Lane from A273 Jane Murray Way and Wolstonbury Way, as well as pedestrian and cycle improvements linking Mobility Corridor 1 at the junction between London Road and Maple Drive to Wivelsfield Station.	19
Open Space Transfer Plan means the plan entitled “Open Space Transfer Land Phase 1, 2, 3 and 4 dated 22.08.2022 and appended to this Deed at Appendix B”	Open Space Transfer Plan means the plan entitled “Open Space Transfer Land Phase 1, 2, 3 and 4 dated 19.08.2025 and appended to this Deed at Appendix B”	DoV Dec 22 p.8
OS1.14 means the land identified on the Open Space Transfer Plan comprising not less than 0.15 hectares of semi-natural green space	Deleted	DoV Dec 22 p.9
OS1.14a - new definition	OS1.14a means the land identified on the Open Space Transfer Plan comprising not less than 0.1 hectares of semi-natural green space	DoV Dec 22 p.9
OS1.14b - new definition	OS1.14b means the land identified on the Open Space Transfer Plan comprising not less than 0.04 hectares of semi-natural green space	

Term & Meaning (Existing)	Term & Meaning (Agreed)	Page
Phasing Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Phasing 008 Rev 02	Phasing Parameter Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Phasing 008 Rev 05	DoV Dec 22 p.7
Planning Application Boundary Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Planning Application Boundary 001 Rev 02	Planning Application Boundary Plan means the plan appended to this Agreement at Appendix B and with reference: Parameter Plan Planning Application Boundary 001 Rev 03	DoV Dec 22 p.9
Planning Permission means the planning permission granted by the District Council pursuant to the Application substantially in the draft form annexed at Appendix A.	Planning Permission means the planning permission granted by the District Council pursuant to the Application substantially in the draft form annexed at Appendix A and/or the Section 73 Planning Permission (as appropriate).	DoV Dec 22 p.10

Schedule 1, Phasing

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Phasing	The Owner shall submit to the District Council for approval in writing the Specification for the Green Superhighway Eastern Link and Bridge prior to the commencement of Sub-Phase OS1.2S	The Owner shall submit to the District Council for approval in writing the Specification for the Green Superhighway Eastern Link and Bridge prior to the commencement of Sub-Phase 1.2 (Eastern Primary School)	Schedule 1	1.3	DoV Jan 21 p.14

Schedule 2, Open Space

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Open Space	Green Circle Bridleway Works	Prior to undertaking the Green Circle Bridleway Works the Owner shall enter into an agreement under Section 25 of the Highways Act 1980 with the County Council to dedicate Green Circle Bridleway If required, enter into an agreement under Section 278 of the Highways Act 1980 (the 'Highway Agreement') with the County Council to undertake the Green Circle Bridleway Works. The Owner covenants with the County Council to pay the Green Circle Maintenance Contribution as follows: (a) a sum of seventy pounds (£70) per metre of new bridleway dedicated pursuant to this Agreement; (b) a sum of thirty-five pounds (£35) per metre towards maintaining existing public right of way to bridleway standards pursuant to this Agreement; (c) each payment shall be made within 60 days of the dedication of the relevant section of bridleway being adopted by WSCC; and (d) the total amount payable pursuant to this clause shall not exceed three hundred and fifty thousand pounds (£350,000).			

Schedule 2, Open Space triggers

Open Space	Approval of Specification Trigger	Transfer to MSDC Trigger (Existing)	Transfer to MSDC Trigger (Proposed)	S106 Reference
Western Parkland and Green Circle within OS1.10	Commencement of Sub-Phase WP	Occupation of 90% of the Dwellings within Sub-Phase P1.4	Prior to Occupation of 25% of dwellings within Sub-Phase 2.1 and Sub-Phase 2.3 combined.	DoV Jan 2021 (P.17)
OS1.10	Commencement of Sub-Phase OS1.10	Occupation of 90% of the Dwellings within Sub-Phase P1.4	Prior to Occupation of 65% of dwellings within Sub-Phase 2.1 and Sub-Phase 2.3 combined, the Green Circle within Open Space Area OS.1.10 is constructed in accordance with the Green Circle Specification. Prior to Occupation of 90% of dwellings within Sub-Phase 4.1 OS1.10 is transferred to the MSDC.	DoV Jan 2021 (P.17)
OS1.14a	Commencement of Sub-Phase OS1.14	Occupation of 90% of the Dwellings within Sub-Phase P1.9	To submit to the District Council for its written approval the OS1.14a Open Space Specification prior to the commencement of OS1.14a. Occupation of 90% of the Dwellings within Sub-Phase P1.9.	DoV Jan 2021 (P.18)
OS.1.14b		Occupation of 90% of the Dwellings within Sub-Phase P1.10	To submit to the District Council for its written approval the OS1.14b Open Space Specification prior to the commencement of OS1.14b. Occupation of 90% of the Dwellings within Sub-Phase P1.10.	

Schedule 4, Sports Leisure Community

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Reference for previous DoV amendments
Community Buildings	Prior to the Occupation of 201 Dwellings to Transfer Community Building 2 to the District Council or its nominee and not to Occupy 201 Dwellings unless and until Community Building 2 has been Transferred to the District Council.	Prior to the Occupation of 90% of the dwellings in sub phases P1.7 and P1.8, P1.5, P1.6 and P1.3 combined and prior to any Occupations of other residential parcels to the east of Cuckfield Road to Transfer Community Building 2 to the District Council or its nominee and not to Occupy more than 90% Dwellings in sub phases P1.3,P1.5, P1.6, P1.7 and P1.8 combined and prior to any Occupations of other residential parcels to the east of Cuckfield Road unless and until Community Building 2 has been Transferred to the District Council.	Schedule 4 Part 2	2.19	DoV Jan 21 p.25
Community Buildings	Not to Occupy more than 201 dwellings or 50% dwellings in sub phases P1.7 and P1.8 combined, unless and until a Certificate of Practical Completion has been issued in respect of Community Building 2	Not to Occupy more than 90% of the dwellings in sub phases P1.7 and P1.8, P1.5, P1.6 and P1.3 combined , unless and until a Certificate of Practical Completion has been issued in respect of Community Building 2	Schedule 4 Part 2	2.16	DoV Jan 21 p.24
Community Buildings	To provide Community Building 2 in accordance with the Community Building 2 Specification and to secure a Certificate of Practical	To provide Community Building 2 in accordance with the Community Building 2 Specification and to secure a Certificate of Practical Completion and make available Community Building 2 for public use prior to Occupation	Schedule 4 Part 2	2.15	DoV Jan 21 p.24

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Reference for previous DoV amendments
	Completion and make available Community Building 2 for public use prior to Occupation of 201 of the Dwellings or 50% of the dwellings in sub phases P1.7 and P1.8 combined	90% of the dwellings in sub phases P1.7 and P1.8, P1.5, P1.6 and P1.3 combined.			
Community Buildings	To provide Community Building 1 in accordance with the Community Building 1 Specification and to secure a Certificate of Practical Completion and make available Community Building 1 for public use prior to Occupation of 884 of the Dwellings	To provide Community Building 1 in accordance with the Community Building 1 Specification and to secure a Certificate of Practical Completion and make available Community Building 1 for public use prior to Occupation of 75% dwellings in Sub-Phase P1.4 and P1.9 combined.	Schedule 4 Part 2	2.13	DoV Jan 21 p.23
Community Buildings	Not to Occupy 884 of the Dwellings unless and until a Certificate of Practical Completion has been issued in respect of Community Building 1	Not to Occupy more than 75% of Dwellings within Sub-Phase P1.4 and P1.9 combined unless and until a Certificate of Practical Completion has been issued in respect of Community Building 1	Schedule 4 Part 2	2.14	DoV Jan 21 p.23
Community Buildings	Prior to the Occupation of 1004 Dwellings to Transfer Community Building 1 to the District Council or its nominee and not to Occupy 1004 Dwellings unless and	Prior to the Occupation of 75% of Dwellings within Sub-Phase P1.4 and P1.9 combined, 25% of dwellings within sub-phase 2.1 and 2.3 and prior to any Occupations of other residential parcels to the west of Cuckfield Road to Transfer Community Building 1 to the District Council or its nominee and not to Occupy more than 75% of	Schedule 4 Part 2	2.18	DoV Jan 21 p.24

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Reference for previous DoV amendments
	until Community Building 1 has been Transferred to the District Council.	Dwellings within Sub-Phase P1.4 and P1.9 combined. 25% of dwellings within sub-phase 2.1 and 2.3 and prior to any Occupation of other residential parcels to the west of Cuckfield Road unless and until Community Building 1 has been Transferred to the District Council.			
Sport & Leisure	Following completion of the Inspection and Certification Procedure set out in Schedule 3 above: (a) to Transfer the CfOS Phase 1 Land to the District Council or its nominee on or before 31 March 2023; and (b) to Transfer the CfOS Phase 2 Land to the District Council or its nominee on or before 31 March 2024.	Following completion of the Inspection and Certification Procedure set out in Schedule 3 above: (a) to Transfer the CfOS Phase 1 Land to the District Council or its nominee on or before 31 March 2023; and (b) to Transfer the CfOS Phase 2 Land to the District Council or its nominee on or before 1st September 2027.	Schedule 4 Part 1	1.6	DoV Dec 22 p.18
Community Buildings	Not to Commence Sub-Phase P1.7 or Sub-Phase P1.8 unless and until the Community Building 2 Specification has been approved in writing by the District Council	Not to commence the development of Community Building 2 and not to Occupy Sub-Phase P1.7 or Sub-Phase P1.8 unless and until the Community Building 2 Specification has been approved in writing by the District Council.	Schedule 4 Part 2	2.11	DoV Jan 21 p.23

Schedule 6, Local Centres Employment

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Employment Land	To submit for the written approval of the District Council the Employment Land Scheme prior to Occupation of more than 99 Dwellings.	To submit for the written approval of the District Council the Employment Land Scheme prior to Occupation of more than 200 Dwellings .	Schedule 6 Part 5	5.1	62
Employment Land	Not to Occupy more than 99 Dwellings until the Employment Land Scheme has been approved by the District Council	Not to Occupy more than 200 Dwellings until the Employment Land Scheme has been approved by the District Council	Schedule 6 Part 5	5.2	62

Schedule 8, Affordable Housing

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Affordable Housing	To provide the Affordable Extra Care Housing within Phase 1 and not to Commence Phase 2 unless and until: (a) the Affordable Extra Care Facility has been constructed and made ready for use (and all the Affordable Extra Care Units within it have been made ready for residential Occupation) in accordance with the Planning Permission and relevant Approved Affordable Housing Scheme; and (b) all of the Affordable Housing Land upon which the Affordable Extra Care Facility is to be provided and the Affordable Extra Care Units has been Transferred to the Registered Provider.	To provide the Affordable Extra Care Housing within Phase 1 and not to Occupy Phase 2 unless and until: (a) the Affordable Extra Care Facility has been constructed and made ready for use (and all the Affordable Extra Care Units within it have been made ready for residential Occupation) in accordance with the Planning Permission and relevant Approved Affordable Housing Scheme; and (b) all of the Affordable Housing Land upon which the Affordable Extra Care Facility is to be provided and the Affordable Extra Care Units has been Transferred to the Registered Provider.	Schedule 8 Part 2	2.2	65

Schedule 9, Gypsy and Traveller

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Gypsy Traveller	To submit for the written approval of the District Council the Gypsy and Traveller Phase 1 Site Specification prior to Occupation of any Dwelling;	To submit for the written approval of the District Council the Gypsy and Traveller Phase 1 Site Specification prior to Occupation of 250 dwellings .	Schedule 9	1.1	70
Gypsy Traveller	Not to Occupy any Dwelling until the Gypsy and Traveller Phase 1 Site Specification has been approved by the District Council	Not to Occupy the 300th dwelling until the Gypsy and Traveller Phase 1 Site Specification has been approved by the District Council.	Schedule 9	1.2	70

Schedule 12 Part 6, Transport

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
On Site Highways	Prior to the Commencement of Development of each Phase of the Development to submit to the County Council for approval in writing a plan showing the intended status of the estate roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways, footpaths and cycleways that will be offered for adoption under S38 of the Highways Act 1980 and those	Proposed to delete clause.	Schedule 12, Part 6	1	94

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
	to remain private). Any plan should also include details of surfacing, materials and construction of the Estate Roads.				

Schedule 12 Part 8, Off-site Highways

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
Mobility Corridor 1	Prior to commencement of development on Plots 1.1, 1.2, 1.5, 1.6, 1.7 or 1.8, details of Mobility Corridor 1 shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.1, 1.2, 1.5, 1.6, 1.7 or 1.8 unless and until details of Mobility Corridor 1 have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any land use on Plots 1.1, 1.2, 1.5, 1.6, 1.7 or 1.8, Mobility	Prior to Occupation of 175 dwellings in P1.5, P1.6, P1.7 & P1.8 and prior to Occupation of P1.1 and P1.2 details of Mobility Corridor 1 shall be submitted for approval to the local planning authority. Not to occupy more than 175 dwellings in P1.5, P1.6, P1.7 & P1.8 and not to occupy P1.1 and P1.2 unless and until the plans for Mobility Corridor 1 have been submitted to the local planning authority. Prior to commencement of construction of Mobility Corridor 1 approval shall be received from the local planning authority. Not to commence construction of Mobility Corridor 1 until approval of the plans has been received from the local planning authority. Prior to Occupation of 300 dwellings in P1.5, P1.6, P1.7 & P1.8 and prior to Occupation of P1.1 and P1.2, Mobility Corridor 1 shall be constructed and completed in accordance with the	OPA Drawing: 60578790_MC_001	Schedule 12, Part 8	DoV Dec 22 p.22 & 23

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	Corridor 1 shall be constructed. Not to Occupy any land use on Plots 1.1, 1.2, 1.5, 1.6, 1.7 or 1.8 unless and until Mobility Corridor 1 has been constructed.	approved details. Not to Occupy more than 300 dwellings in P1.5, P1.6, P1.7 & P1.8 and prior to Occupation of P1.1 and P1.2 unless and until construction of Mobility Corridor 1 has been completed in accordance with the approved details.			
Leylands Road/Leylands Park Improvement Scheme	Prior to Occupation of any dwelling on Plots 1.5, 1.6, 1.7 or 1.8, the Leylands Road/Leylands Park improvements shall be implemented. Not to Occupy any dwellings on Plots P1.5, 1.6, 1.7 or 1.8 unless and until the Leylands Road/Leylands Park improvements have been implemented.	Prior to Occupation of the 200th dwelling on Plots 1.5, 1.6, the Leylands Road/Leylands Park improvements shall be implemented. Not to Occupy the 200th dwelling on Plots P1.5, 1.6, unless and until the Leylands Road/Leylands Park improvements have been implemented.	Drawing from Transport Assessment Addendum: 60578790-ACM-XX-XX-DR-CE-000145	Schedule 12, Part 8	97
Leylands Park Parking Management Scheme	Prior to Occupation of any dwelling on Plots 1.5, 1.6, 1.7 or 1.8, the Leylands Park Parking Management Scheme shall be implemented. Not to Occupy any dwellings on Plots 1.5, 1.6, 1.7 or 1.8 unless and until the Leylands Park Parking Management Scheme have been implemented.	Prior to Occupation of the 50th dwelling on Plots 1.7 or 1.8, the Leylands Park Parking Management Scheme shall be implemented. Not to Occupy the 50th dwelling on Plots 1.7 or 1.8, unless and until the Leylands Park Parking Management Scheme have been implemented.	Drawing from Transport Assessment Addendum: 60578790_DP_LPP C	Schedule 12, Part 8	98

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
Fairbridge Way Pedestrian Cycle Access	Prior to commencement of development on Plots 1.7 and 1.8, details of the Fairbridge Way Pedestrian Cycle Access shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1. 7 or 1. 8 unless and until details of the Fairbridge Way Pedestrian Cycle Access have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any development on Plots 1. 7 or 1. 8, the Fairbridge Way Pedestrian Cycle Access shall be constructed. Not to Occupy any development on Plots 1. 7 or 1. 8 unless and until the Fairbridge Way Pedestrian Cycle Access has been constructed.	Prior to commencement of above ground works of buildings on Plots 1.7 and 1.8, details of the Fairbridge Way Pedestrian Cycle Access shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence above ground works of buildings on Plots 1.7 or 1.8 unless and until details of the Fairbridge Way Pedestrian Cycle Access have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to Occupation of the 10th dwelling on Plots 1.7 or 1.8 the Fairbridge Way Pedestrian Cycle Access shall be constructed. Not to Occupy the 10th dwelling on Plots 1.7 or 1.8, unless and until the Fairbridge Way Pedestrian Cycle Access has been constructed.	Drawing from OPA: 60578790-ACM-XX-XX-DR-CE-000121	Schedule 12, Part 8	DoV Dec 22 p.21 & 22
A2300 Traffic Calming	Prior to commencement of development on Plot 1.4 details of a scheme to implement a toucan	Prior to commencement of development on Plot 1.4 details of a scheme to implement a toucan crossing on the eastern arm of the	Drawing from OPA: 60578790-ACM-XX-XX-DR-CE-000103	Schedule 12, Part 8	98

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	crossing on the western arm of the A2300/Northern Arc Avenue roundabout and associated works shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plot 1.4 unless and until details of the scheme to implement a toucan crossing on the western arm of the A2300/Northern Arc Avenue roundabout and associated works have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any development on Plot 1.4, the A2300 Traffic Calming shall be constructed. Not to Occupy any development on Plot 1.4 unless and until the A2300 Traffic Calming has been constructed.	A2300/Northern Arc Avenue roundabout and associated works shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plot 1.4 unless and until details of the scheme to implement a toucan crossing on the eastern arm of the A2300/Northern Arc Avenue roundabout and associated works have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any development on Plot 1.4, the A2300 Traffic Calming shall be constructed. Not to Occupy any development on Plot 1.4 unless and until the A2300 Traffic Calming has been constructed.			

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
Gatehouse Lane Pedestrian Cycle Access	Prior to commencement of development on Plot 1.4 details of the Gatehouse Lane Pedestrian Cycle Access shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plot 1.4 unless and until details of the Gatehouse Lane Pedestrian Cycle Access have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any dwellings on Plot 1.4 the Gatehouse Lane Pedestrian Cycle Access shall be constructed. Not to Occupy any dwellings on Plot 1.4 until the Gatehouse Lane Pedestrian Cycle Access has been constructed.	Prior to commencement of development on Plot 1.4 details of the Gatehouse Lane Pedestrian Cycle Access shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plot 1.4 unless and until details of the Gatehouse Lane Pedestrian Cycle Access have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of the 50th dwelling on Plot 1.4, the Gatehouse Lane Pedestrian Cycle Access shall be constructed. Not to Occupy the 50th dwelling on Plot 1.4, until the Gatehouse Lane Pedestrian Cycle Access has been constructed.	60578790-ACM-XX-XX-DR-CE-000139	Schedule 12, Part 8	100
Mobility Corridor 2	Prior to commencement development on Plots 1.4, 1.9, 1.10 or 1.11, details of Mobility	Prior to first Occupation of dwellings on Plots 1.4 and 1.9 details of Mobility Corridor 2 shall be submitted for approval to the local planning	OPA Drawing: 60578790_MC_002	Schedule 12, Part 8	101

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	Corridor 2 shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.4, 1.9, 1.10 or 1.11 unless and until details of Mobility Corridor 2 have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any land use on Plots 1.4, 1.9, 1.10 or 1.11, Mobility Corridor 2 shall be constructed. Not to Occupy land use on Plots 1.4, 1.9, 1.10 or 1.11 unless and until Mobility Corridor 2 has been constructed.	authority. Not to Occupy dwellings on Plots 1.4 and 1.9 unless and until the plans for Mobility Corridor 2 have been submitted to the local planning authority. Prior to commencement of construction of Mobility Corridor 2 approval shall be received from the local planning authority. Not to commence construction of Mobility Corridor 2 until approval of the plans has been received from the local planning authority. Prior to the Occupation of 150 dwellings on Plots 1.4 and 1.9 Mobility Corridor 2 shall be constructed in accordance with the approved details. Not to Occupy more than 150 dwellings on plots 1.4 and 1.9 unless and until construction of Mobility Corridor 2 has been completed in accordance with the approved details.			
Mobility Corridor 3	Prior to commencement development on Plots 1.4, 1.9, 1.10 or 1.11, details of Mobility Corridor 3 shall be submitted to and approved in writing by the local planning authority. Development shall be carried out	Prior to Occupation of 250 dwellings site wide, details of Mobility Corridor 3 shall be submitted for approval to the local planning authority. Not to Occupy 250 dwellings site wide unless and until details of Mobility Corridor 3 have been submitted to the Local Planning Authority.		Schedule 12, Part 8	101

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	in accordance with the approved details. Not to commence development on Plots 1.4, 1.9, 1.10 or 1.11 unless and until details of Mobility Corridor 3 have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any land use on Plots 1.4, 1.9, 1.10 or 1.11, Mobility Corridor 3 shall be constructed. Not to Occupy land use on Plots 1.4, 1.9, 1.10 or 1.11 unless and until Mobility Corridor 3 has been constructed.	Prior to commencement of construction of Mobility Corridor 3 approval shall be received from the local planning authority. Not to commence construction of Mobility Corridor 3 unless and until approval of the plans has been received from the local planning authority. Prior to the Occupation of 450 dwellings site-wide, Mobility Corridor 3 shall be constructed in accordance with the approved details. Not to Occupy 450 dwellings site wide unless and until Mobility Corridor 3 has been constructed in accordance with the approved details.			
Mobility Corridor 4	Prior to commencement development on Plots 1.4, 1.9, 1.10 or 1.11, details of Mobility Corridor 4 shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.4, 1.9, 1.10 or 1.11	Prior to Occupation of 350 dwellings site wide, details of Mobility Corridor 4 shall be submitted to for approval to the local planning authority. Not to Occupy more than 350 dwellings site wide unless and until Mobility Corridor 4 has been submitted to the local planning authority Prior to commencement of construction of Mobility Corridor 4 approval shall be received from the local planning authority. Not to commence construction of Mobility Corridor 4 unless and until	OPA Drawing: 60578790_MC_003	Schedule 12, Part 8	101

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	unless and until details of Mobility Corridor 4 have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any land use on Plots 1.4, 1.9, 1.10 or 1.11, Mobility Corridor 4 shall be constructed. Not to Occupy land use on Plots 1.4, 1.9, 1.10 or 1.11 unless and until Mobility Corridor 4 has been constructed.	approval of the plans has been received from the local planning authority. Prior to Occupation of 550 dwellings site-wide, Mobility Corridor 4 shall be constructed in accordance with the approved details. Not to Occupy 550 dwellings site wide unless and until Mobility Corridor 4 has been constructed in accordance with the approved details. Not to Occupy 550 dwellings site wide unless and until Mobility Corridor 4 has been constructed in accordance with the approved details			
Jane Murray Way Footway Improvements	Prior to commencement of development on Plots 1.4, 1.9, 1.10 or 1.11, details of the Jane Murray Footway Improvements shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.4, 1.9, 1.10 or 1.11 unless and until details of the Jane Murray Footway Improvements have been submitted to and approved in	Prior to commencement development on Plots 1.4 and 1.9, details of Jane Murray Footway Improvement shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.4 and 1.9, unless and until details of Jane Murray Footway Improvement have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of the 50th dwelling on Plots 1.4 and 1.9 and prior to Occupation of	OPA Drawing: 60578790-ACM-XX-XX-DR-CE-000146-147	Schedule 12, Part 8	102

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of any land use on Plots 1.4, 1.9, 1.10 or 1.11, the Jane Murray Footway Improvements shall be constructed. Not to Occupy land use on Plots 1.4, 1.9, 1.10 or 1.11 unless and until the Jane Murray Footway Improvements has been constructed.	any dwelling on Plot P1.10, Jane Murray Footway Improvement shall be constructed. Not to Occupy the 50th dwelling on Plots 1.4 and 1.9 and any dwelling on Plot P1.10, unless and until Jane Murray Footway Improvement has been constructed.			
A2300 Footway Improvements	Prior to commencement of development on Plots 1.4, 1.9, 1.10 or 1.11, details of the A2300 Footway Improvements shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.4, 1.9, 1.10 or 1.11 unless and until details of the A2300 Footway Improvements have been submitted to and approved in writing by the local planning authority. Development	Prior to commencement development on Plots 1.4 and 1.9, details of A2300 Footway Improvements shall be submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Not to commence development on Plots 1.4 and 1.9 unless and until details of A2300 Footway Improvements have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details. Prior to the Occupation of the 50th dwelling on Plots 1.4 and 1.9 combined, A2300 Footway Improvements shall be constructed.	OPA Drawing: 60578790-ACM-XX-XX-DR-CE-000148-149	Schedule 12, Part 8	102

Works	Development Threshold and Conditions	Agreed Development Threshold and Conditions	Reference	Schedule	Page
	shall be carried out in accordance with the approved details. Prior to the Occupation of any land use on Plots 1.4, 1.9, 1.10 or 1.11, the A2300 Footway Improvements shall be constructed. Not to Occupy land use on Plots 1.4, 1.9, 1.10 or 1.11 unless and until the A2300 Footway Improvements has been constructed.	Not to Occupy the 50th dwelling on Plots 1.4 and 1.9, combined unless and until A2300 Footway Improvements has been constructed.			
Fairbridge Way Improvement Scheme	Prior to the Occupation of the 400th dwelling, the Fairbridge Way Works shall be implemented. Not to Occupy more than 399 dwellings unless and until the Fairbridge Way Works have been implemented.	Prior to the 50th dwelling Occupation on Plots 1.7 and 1.8 combined the Fairbridge Way Works shall be implemented. Not to Occupy the 50th dwelling on Plots 1.7 and 1.8 combined, unless and until the Fairbridge Way Works have been implemented.	Drawing from Transport Assessment Addendum: SK0017	Schedule 12, Part 8	

Schedule 13 MSDC Obligations

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Community Sports	The District Council shall apply the Community Sports Delivery Contribution to secure the Centre for	The District Council shall apply the Community Sports Delivery Contribution and any of the Centre for Outdoor Sport Maintenance	Schedule 13 Part 3	3.1	226

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Delivery Contribution	Outdoor Sports and shall use reasonable endeavours to secure that facility in a timely and effective manner to ensure that it is readily available to serve the needs of the development PROVIDED THAT the District Council may with the written approval of the Review Group secure the reapplication of no more than 25% of any paid part of the Centre for Community Sport Maintenance Contribution to secure any reasonable enhancement to maintenance of the facilities at the Triangle subject to the District Council providing written confirmation to the Owners that any such reapplication of the funds will not in any way materially impact upon the function, operation and overall quality of the Centre for Community Sports.	Contribution spent on the delivery of the Sports Facilities to secure that facility in a timely and effective manner to ensure that it is readily available to serve the needs of the development PROVIDED THAT the District Council may secure the reapplication of no more than 25% of any paid part of the Community Sports Delivery Contribution to support the provision of a new sports pitch and the reconfiguration of the car park at the Triangle subject to the District Council providing written confirmation to the Owners that any such reapplication of the funds will not in any way materially impact upon the function, operation and overall quality of the Centre for Outdoor Sports.			
Community Sports Maintenance Contribution	The District Council shall apply the Centre for Community Sports Maintenance Contribution to secure the long term maintenance of the Centre for Community Sports PROVIDED THAT the District Council may with the written approval of the Review Group secure the reapplication of no more than 25% of any paid part of the Centre for Community Sports Maintenance	The District Council shall apply the Centre for Outdoor Sports Maintenance Contribution (excluding any money spent on the delivery of the Sports Facilities) to secure the long term maintenance of the Centre for Outdoor Sports provided that the District Council may with the written approval of the Review Group secure the reapplication of no more than 25% of any paid part of the Centre for Outdoor Sports Maintenance Contribution to secure any reasonable enhancement to maintenance of the facilities at	Schedule 13 Part 3	3.2	226

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
	Contribution to secure any reasonable enhancement to maintenance of the facilities at the Triangle subject to the District Council providing written confirmation to the Owners that any such reapplication of the funds will not in any way materially impact upon the function, operation and overall quality of the Centre for Community Sports.	the Triangle subject to the District Council providing written confirmation that any such reapplication of the funds will not in any way materially impact upon the function, operation and overall quality of the Centre for Outdoor Sports.			

Schedule 15 Public Transport Strategy

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
Public Transport Strategy	The County Council covenants as follows: 2.1. To only apply the Public Transport Contribution for the purposes specified in this Deed and the Public Transport Strategy, in accordance with terms of the Public Transport Strategy. 2. 2. To bring the Bus Service into operation in accordance with the terms of the Public Transport Strategy such that it is available for use by the public prior to April 2023 and thereafter to use all reasonable endeavours to ensure that the Bus Service remains in operation and available for use by the public in accordance with the Public Transport Strategy. 2.3. To prepare and provide to the Owner a Public Transport Spending Report within 2 months of the date which is 12 months following the date on which the Public Transport Initial Contribution is received by the County Council. 2.4. Thereafter to prepare and provide to the Owner a Public	The County Council covenants as follows: 2.1. To only apply the Public Transport Contribution for the purposes specified in this Deed and the Public Transport Strategy, in accordance with terms of the Public Transport Strategy. 2. 2. To bring the Bus Service into operation, in accordance with the terms of the Revised Public Transport Strategy (January 2026) or any amendment to the Public Transport Strategy agreed with WSCC & MSDC such that it is available for use by the public prior to May 2026 and thereafter to use all reasonable endeavours to ensure that the Bus Service remains in operation and available for use by the public in accordance with the Public Transport Strategy. 2.3. To prepare and provide to the Owner a Public Transport Spending Report within 2 months of the date which is 12 months following the date on which the Public Transport Initial Contribution is received by the County Council. 2.4. Thereafter to prepare and provide to the Owner a Public Transport Spending Report within 2 months of the date which is 12 months following the date of the previous Public Transport Strategy Spending Report, until such time as the final Public Transport Phase Contribution has either been:	Schedule 15	2	DoV Dec 22 p.28 &29

Obligation Topic	Obligation wording	Agreed Obligation wording	Schedule	Reference (Paragraph No)	Page
	Transport Spending Report within 2 months of the date which is 12 months following the date of the previous Public Transport Strategy Spending Report, until such time as the final Public Transport Phase Contribution has either been: 2.4.1. Spent (in its entirety) for the purposes identified in this Deed and the subject of a Public Transport Spending Report; or 2.4.2. Returned to the Owner pursuant to paragraph 2.5 of this Schedule 15. 2. 5. Where any part of the Public Transport Contribution remains unspent or uncommitted on the date which is three (3) years following the date on which the final Public Transport Phase Contribution is received by the County Council, to return such parts of the Public Transport Contribution. to the Owner.	2.4.1. Spent (in its entirety) for the purposes identified in this Deed and the subject of a Public Transport Spending Report; or 2.4.2. Returned to the Owner pursuant to paragraph 2.5 of this Schedule 15. 2. 5. Where any part of the Public Transport Contribution remains unspent or uncommitted on the date which is three (3) years following the date on which the final Public Transport Phase Contribution is received by the County Council, to return such parts of the Public Transport Contribution. to the Owner.			