

DOCUMENT 2
HEADS OF TERMS –
SECTION 106 AGREEMENT – PLYMSTOCK QUARRY

SCHEDULE 1
The approved Masterplan, Design Codes and Phasing Plan

1. Masterplan / Application Description

The development carried out on the site will be consistent with the approved Masterplan (drawing PA1-09) and the associated Spatial Master Plan Parameters and Principles within the approved Design and Access Statement. It shall also be carried out consistent with the approved Design Codes and the approved Enabling Works and Build out Phasing Plans and the phasing details described in Chapter 16 of the approved Environmental Statement and plan reference 048-1 rev M and 048-2 rev 2 except where the clauses in this agreement or the planning conditions imposed upon this permission specify otherwise. All subsequent applications submitted by, and on behalf of, the current applicants will only be ones for the approval of reserved matters except for those relating to temporary uses or the change of use of premises.

2. Each Reserved Matter application shall demonstrate how the submission responds to the Spatial Masterplan Objectives and principles and the mandatory requirements set out in the approved Design Code (or such alternative requirement specified in this agreement) and shall be accompanied by a written statement explaining this as specified in sections 7.2 and 7.3 of the approved Design and Access Statement. Notwithstanding the statement made in 7.3 there is no clear and firm presumption in favour of approval. The applications will be determined expeditiously in accordance with the Council's published aspirations for service delivery, and the review stage for the Design Code will be no earlier than 5 years from the commencement of development unless otherwise agreed in writing by the Ipa. Notwithstanding the details shown on the approved Masterplan the following changes shall be incorporated into any reserve matters application:

- Extension of bus lane from the Billacombe Road junction back to the main square

- Provision of a Bus layby within the main square outside the school entrance
- Reduced parking area outside the school up to a maximum of 19 spaces and 135 spaces max in the main square
- The provision of a satisfactory bus turning loop/area within the Eastern Fields area

3. With the exception of Reserved Matter applications in respect of the supermarket and commercial units within phase 3, the Reserved matters applications shall be submitted for the areas defined in the Framework Plan for each phase of development and applications for residential development of subsequent phases shall not be submitted until all applications for planning permission for the development to take place within earlier phases have been submitted and approved in writing by the lpa unless otherwise agreed by the lpa

4. The Masterplan and Design Code may be varied with such amendments to be reasonably considered and approved at the discretion of the LPA. The Masterplan and Design Codes will be reviewed to ascertain their relevance to future needs in the light of experience of development construction on this site, at which time clauses within the Section 106 Agreement may be changed by the agreement of the parties. The applicants are able to instigate a review only after 5 years from the commencement of residential development unless otherwise agreed in writing by the lpa.

5. Notwithstanding the build out figures associated with the approved Phasing plan the development will be limited to up to 1684 residential dwellings .The development will be built in accordance with the approved masterplan and no dwelling will be built in the Saltram Registered Parkland. The development shall be built in accordance with the approved Density Parameters Plan and at an average net density of approximately 50 dwellings per hectare (as detailed in Plan PA309C and supporting text in Section 5.7 of the Design Access Statement). 20% of the dwellings shall be built to Lifetime Homes standards within each phase of the development and in locations shown in Reserved Matter submissions and having the prior written approval of the local planning authority.

6. The proposed development of residential apartments around the Main Square, with the exception of those on the proposed supermarket, shall be substantially completed before the occupation of any residential development on phase 3C land in the Eastern Fields unless there has been an agreed revision by the local planning authority at the relevant review stage. The development will be limited to one food supermarket of up to 2000m² with apartments above and a range of complementary ground floor shopping, service and food and drink uses (A1, A2, A3, A4, A5, B1, C2, C3, D1 and D2) around the Main Square with

each retail unit of up to 400m² gross floor area in the 'mixed use' locations shown on the approved Land Use Parameters Plan. The ground floor areas within buildings around the Main Square are to be capable of adaptation between a range of uses including A1, A2, A3, A4, A5, B1, C2, C3, D1, and D2.

7. Between 10 and 20 Micro-business units and/or Live work units shall be provided around the Main Square. These units, together with all the ground floor non-residential uses around the Main Square shall be actively marketed through an agreed marketing strategy for an agreed period of time after which they can revert to residential in accordance with the terms of the agreed strategy. The supermarket shall also be actively marketed through a marketing strategy having the prior written agreement of the Lpa. These strategies are to be agreed prior to the commencement of phase 2 residential development.

8. The commencement of the provision of 0.35 ha of serviced employment land shall take place within phase 1 of the development where shown adjacent to the NW boundary of the site on the approved Land Use Parameters Plan. A Reserved Matter application for the accommodation of at least 1400 sqm (gross floor area) comprising 6 B1 employment uses shall have been submitted to and approved by the local planning authority prior to the commencement of any residential development of phase 2B, and the area shall have been substantially developed (over 700 sq.m gross floor area of accommodation available) prior to the occupation of any residential development of phase 2C land. Upon disposal of the final unit built on this area (over 700 sq.m gross floor area) the remaining units shall be completed within a 12 month period.

9. The workshop development described in the latter clause shall be actively marketed through an agreed marketing strategy to be agreed prior to the commencement of phase 2 development. The marketing of the First Phase (700sqm) will include an obligation to dispose of such units on preferential terms of 10% discount to market rent for the first 18 months of occupancy or such other preferential terms to a comparable value, as agreed by the LPA.

10. The phase 3B employment land of 1.85ha, adjacent to the southern face of the quarry on the approved Land Use Parameters Plan, shall be fully serviced to the satisfaction of the Lpa prior to the commencement of 3C residential development. A Reserved Matter application for the accommodation of at least 3000 sqm (gross floor area) of B1 employment uses, shall have been submitted to and approved by the local planning authority prior to the commencement of any residential development of phase 3C land. This employment area shall have been substantially developed or, if still vacant, temporarily landscaped in accordance with a scheme having the prior written approval of the Lpa, prior to the commencement of any residential development of phase 3D land.

11. The employment premises described in the latter clause shall be actively marketed through an agreed marketing strategy to be agreed prior to the commencement of phase 3 development.

12. A range of community facilities will be provided as part of Phase 2 of the development including an **extended Primary School** on a site of at least 2ha with an all weather dual use sports pitch and a children's centre/community centre/place of worship where shown on the approved Land Use Parameters Plan unless otherwise indicated in this agreement. This area is to be serviced and made available for such development prior to the occupation of more than 400 dwellings. A Reserved Matter application for the extended school shall have been submitted to and approved by the local planning authority prior to the commencement of any residential development of phase 2B land and the school shall be fully operational prior to the commencement of the 801st dwelling or September 2019 whichever is the earlier. (See schedule 4 and appendix 4).

13. Reserved Matter applications for the development of the Key Nodes, Key Focal Buildings and Key Frontages indicated on the approved Nodes, Landmarks, Vistas and Views Parameters Plan shall have been submitted to and approved by the local planning authority prior to, or in conjunction with any residential development of the phase containing that feature (unless previously having obtained the written approval of the lpa) and they shall be built thereafter in strict accordance with the approved plans. (see also clause 21)

14. Notwithstanding Table 6.2 of section 16 of the Environment Statement a tree-lined western boulevard linking a circus of development with a Main Square shall be completed in phase 1 Build Out prior to the commencement of any residential development in phase 2C. Notwithstanding Table 6.2 of section 16 of the Environment Statement an Eastern Boulevard Linear public open space running eastwards from the Main Square and containing a water feature and a tree-lined eastern boulevard shall be completed to the satisfaction of the lpa prior to the commencement of any residential development in phase 3C.

15. Prior to the commencement of residential development, a **Public Art Scheme** for the development will have been submitted to and approved by the lpa. This will set out proposals for work as indicated in Appendix 1A for the integration of public art into key focal buildings and key nodes and key frontages at the locations illustrated on the approved 'Nodes, Landmarks, Vistas and Views Parameters Plan'. The approved scheme shall be recognised as a supplementary mandatory section of the Design Code and part of the Public Art Strategy described in the Design and Access statement (Design Principle 61) and also required to be approved by the lpa prior to the commencement of residential development. The development shall be carried out in accordance with the approved Public Art Strategy and Public Art Scheme.

16. A **public art budget** of at least £100k will be made available by the applicants for implementing the works approved in accordance with the Public Arts Scheme, and for the engagement of a Public Arts consultant/lead artist. This appointee will contribute to the submission of reserved matter applications for developments in the areas specified in 13 and 14 above, and in accordance with a job description and work programme incorporated into the Public Arts Scheme and as required by the clauses in Appendix 1A

17. The Main Square mentioned in 6 and 13 above shall comprise mixed land uses which shall be provided as part of the development in accordance with the Built and Open Space Areas Parameters Plan and such development shall commence in phase 2 together with the construction of the Main Billacombe Access Road to the satisfaction of the Ipa. Two central buildings shall be provided in the Main Square at locations shown in the approved Design Code. There shall be a Reserved Matter submission for them submitted at the same time as that for the Main Square and the buildings shall comprise at least 500sq m (gross) Doctors Surgery/health centre and up to 4 retail /commercial units with 30 residential apartments above them.

18. The submission of reserved matter approval for the Main Square and two central buildings shall be in conformity with the outcome of a **Design Competition** which will accord with the mechanism shown in the attached appendix 1 (or such other mechanism as may be approved in writing by the local planning authority prior to the commencement of residential development). The development of these buildings and the Main Square and the Main Billacombe Access Road shall be in accordance with approved Reserved Matters and notwithstanding Table 6.2 of section 16 of the Environment Statement no residential development of phase 3C land within the Eastern Pastures shall commence until such are substantially completed (which shall mean shell and core for non-residential units) to the written satisfaction of the Ipa.

19. Prior to the commencement of any residential development management arrangements to limit and control vehicular access to the site from The Ride and for managing the parking arrangements for the Pomphlett Industrial Estate shall have been submitted to and approved in writing by the Ipa. Prior to the commencement of any development in the Eastern Fields, other than for relocating the pipeline, management arrangements to limit and control vehicular access to the site from Colesdown Hill shall have been submitted to and approved in writing by the Ipa.

20. Details of footpath links with a potential public transport mobi-hub (travel terminal and service centre) on Billacombe Road (outside the site boundary but within highway land) shall have been agreed in writing by the Ipa prior to the commencement of any

residential development of the phase 2 area of the site. A financial contribution for the mobi-hub provision shall be made in accordance with clause ---

21. Notwithstanding statements to the contrary in the Design Code, and the Design Principles in the Design and Access Statement, natural slate shall be used on the roofs of all dwellings within the Quarry character area and key nodes including around the Main Square and also on the buildings around the Circus. Natural slate shall also be used on the roofs and cladding of all dwellings on the key frontages on the southern boundary facing towards Billacombe Road and in the Eastern Pastures frontage facing towards Billacombe Green (as shown on the plan in section 5.10 of the Design and Access statement) unless otherwise agreed in writing by the lpa.

SCHEDULE 2

Remodelling landscape and Ecological mitigation measures

1. The remodelling of the site shall be completed to the agreed programme, as set out in the approved Enabling Works Parameters Plan and described in Chapter 16 of the ES and indicated in plan reference 048-1 rev M and 048-2 rev 2. The current access via the Ride will be used for all traffic associated with remodelling and enabling works in phase 1A and 2A and for all construction traffic for development within phase 1B and 1C and for a period of no more than 12 months thereafter for development within phase 2B. Thereafter, all other traffic associated with remodelling and enabling works and for all construction traffic for development shall be from the new access link with Billacombe Road. No fill material shall be brought to the site or exported from the site with the exception of topsoil deliveries to the site which are strictly in accordance with a Construction Management Plan scheme or programme having the prior written approval of the lpa.

2. Phased remodeling of the former Blue Circle Cement works and former quarries must commence within the western end of the site and include completion of the clay pocket works in phase 1A all as shown on the approved Enabling Works Parameters Plan and described in Chapter 16 of the ES. No excavation or construction works shall take place in the Eastern Pastures in phase 1A and 2A except for those association with the works specified in Appendix 2 and for the diversion of a gas main.

3. The phase 1A remodeling and enabling works will involve excavating and crushing and stabilizing rock faces and a 3.5m high security fence (with gate) shall erected on completion of the phase 1A remodeling and enabling works and in any event prior to the first occupation. The fence shall be erected in the location shown on drawing CX-200 02. Any residential development undertaken prior to the construction of the security fence will be contained by an interim residential site works fence (2m high).The 3.5m fence shall be removed on completion of phase 2A remodeling and enabling works unless otherwise agreed in writing by the lpa.
4. The phase 3A remodeling and enabling works will also involve excavating and crushing and stabilizing rock faces and a 3.5m high security fence (with gate) shall erected on completion of the phase 2A remodeling and enabling works and in any event prior to the first occupation of any residential development in phase 2B, and it shall be erected in the location shown on drawing CX-200 02. Any residential development undertaken prior to the construction of the security fence within Phase 2 will be contained by an interim residential site works fence (2m high).The 3.5m fence shall be removed on completion of phase 3A remodeling and enabling works unless otherwise agreed in writing by the lpa.
5. A financial bond for the agreed remodeling work shall be put in place to ensure that the undisturbed quarry areas could be made safe prior to the 1st occupation and the bond shall be reduced in part upon completion of Phase 2 enabling works and then completely upon completion of Phase 3 enabling works (in accordance with the requirements detailed in schedule 11). Progress will be reviewed at a stage no earlier than 7 years from the commencement of development. In the event that the applicants fail to commence the following Phase of remodeling and enabling works within the year following substantial completion of the build out of the relevant phase, PCC will be able to draw upon the bond for safety works to the satisfaction of the lpa.
6. Landscaping details and ecological measures and proposals to secure, maintain and manage the exposed rock faces shall be carried out in accordance with the ES a Remodeling Management Plan and a Green Space & Ecology Management Plan, the latter two required to be submitted to and approved by the lpa prior to commencement of development. Notwithstanding the

phasing proposals for the planting, fencing and treatment of the 16 areas identified in table 6.3 of section 16 of the ES the phasing shall be as indicated in Appendix 2 and the proposals for those 16 areas shall be in accordance with the strategy, specifications species and landscaping for each area as outlined in section 6 of the Design Code unless otherwise agreed in the approved Green Space & Ecology Management Plan.

7. The Remodeling Management Plan shall outline the proposals and management of the change that will take place top the quarry faces in preparation for the mixed use development proposals set out in the application. These details shall include;
 1. The entrance to the Ride and North West screen buffer.
 2. Billaconmbe Railway & County Wildlife Site
 3. Rock Gardens
 4. School Avenue
 5. North – South Corridor
 6. Clay Pocket
 7. Northern & Eastern Quarry
 8. South Quarry Face

The Remodeling Management Plan will set out the management responsibilities of the resultant changed quarry faces and their future maintenance liabilities; it will set out method Statements for dealing with the anticipated stabilization issues, and environmental protection, including trees vegetation and ecological features and issues of public access and safety. The

Remodeling Management Plan will also set out a mechanism for agreeing how quarry faces will be stabilized before these are remodeled.

8. The urban landscape measures for the surfacing and planting and use of street furniture in the Key urban spaces shall be provided as identified in section 4 of the Design Code unless otherwise agreed in the approved Green Space & Ecology Management Plan. The detailed layout and landscape details, including all planting details and street furniture details shall be shown in the Reserved Matter applications for the Reserved Matters Areas.

9. The management measures for the Key urban spaces and informal open space shall be detailed in the approved Green Space & Ecology Management Plan and shall also include management responsibilities and proposals to protect existing County Wildlife Sites and the creation of 1.1ha of Calcareous Grassland, 2.4ha of new native broad leaved woodland, 5ha of restored Species Rich Grassland, 400m² of new wetland / wildlife pond and the construction of a replacement bat roost. The Phasing triggers for key elements of that management plan shall be in accordance with those set out in Appendix 2 unless otherwise agreed in writing by the lpa.

10. The Green Space & Ecology Management Plan shall include landscape details of the proposed woodland paths and exercise route within Pomphlett plantation; landscape details of informal meeting spaces for older children (4 Youth meeting spaces); landscape details of 3 Local Equipped Play Areas (LEAPS) linked by paths; and landscape details of a 1000sqm formal children's play space comprising a Neighborhood Equipped Play Area (NEAP) as part of the Urban Core's central Main Square.

11. The Green Space & Ecology Management plan shall indicate responsibilities for on-going maintenance over a 25 year period and shall be costed and funded by the developer (see bonding section 11) It shall include landscaping and ecological works as indicated in the attached Appendix 2(1) and shall include provision for an Ecological Clerk of Works to supervise mitigation,

enhance and management works and ensure that regular monitoring takes place to ensure that the approved management plan is implemented in full.

12. The Green Space & Ecology Management Plan shall be reviewed at a review stage to be undertaken no earlier than 5 years from commencement of development unless a lesser period is agreed in writing with the LPA. No residential development shall take place within the subsequent phase unless there is an agreed Green Space & Ecology Management Plan in place for that phase.

13. The Green Space & Ecology Management Plan shall include a Local Nature Reserve Management plan for areas shown in Map NPA 10388 102. (Appendix 6)

14. The provision of general mitigation works to address the impact on, and increased use of Billacombe Green shall be satisfied by the overall contributions as set out in the planning obligations cost schedule xx. Some mitigation works are required to protect the SSSI from the outset and off site contributions of £50,000 shall be made to the lpa by the commencement of Phase 3B, for works to reduce the impact on the SSSI in accordance with Appendix 2 and the phasing schedule (see section 11), including works to footpaths and footpath links where appropriate.

15. Plymouth Sound & Estuaries European Marine Site off site contribution shall be paid in three installments; £16108 (34%) before first occupation, £15634 (33%) before first phase 2 occupation and £15634 (33%) before commencement of any residential units in final sub-phase (3D).

16. The Green Space & Ecology Management Plan shall include details for the repair and maintenance of the 250m length of historic dry stone boundary walls with the registered parkland. A contribution of £24,000 shall be made to the lpa for the repair work prior to the occupation of any dwellings in phase 2C.

SCHEDULE 3 **Affordable dwellings**

Affordable Housing

“Affordable Housing” means subsidised housing the total cost (including service charges) of which will be available and affordable to persons who cannot afford to rent or buy houses generally available on the open market.

1. A substantial commencement of residential development of the site shall take place within 3 years of the commencement of development (remodelling) of the site. Otherwise the following provisions (listed below in respect of affordable dwellings) shall not apply and 25% of the dwellings in each phase shall be affordable dwellings comprising at least 142 dwellings in phase 1; at least 98 dwellings in phase2 and at least 181 dwellings in phase 3. These dwellings are to be sited in locations having the prior written approval of the lpa and in accordance with approved Reserved Matters with 50% being Home buy/shared equity and 50% being social rented (unless otherwise agreed in writing by the local planning authority to reflect any changes in government advice).

2. For the purposes of implementing the above clause of this agreement ‘A substantial commencement of residential development of the site’ shall be defined as the commencement of 50 dwellings, with a total investment value of at least £2,500k of residential construction work.

3. If a substantial commencement of residential development of the site takes place within 3 years of the commencement of phase 1 remodelling, then, notwithstanding the statements in the application documents, the following provisions shall apply: Some 12.35% affordable housing shall be provided comprising at least 208 homes in total built and made available for affordable housing to the satisfaction of the lpa. A minimum of 17% of the total number of both phase 1 and phase 2 housing shall be provided as affordable housing comprising at least 97 affordable homes in phase 1 and at least 66 homes in phase 2. A minimum of at least 10.5% of affordable housing dwellings shall be provided in phase's 3B/C, comprising at least 45 affordable homes.
4. The affordable housing dwellings shall be managed jointly by Devon & Cornwall Housing and West Country Housing Association or such other Registered Provider approved by PCC acting reasonably.
5. The number of affordable housing dwellings will be increased with a target of 20% -25% across the scheme as a whole (comprising at least 337 dwellings provided prior to the completion of the development), in accordance with an agreed claw back mechanism review processes (see clause 15 below). The maximum number of affordable housing units in any one phase is limited to 40% and the maximum number of affordable housing units across the scheme as a whole is limited to 25%. This claw back mechanism shall be based on a historic house price growth figure of 7.5% unless otherwise agreed in writing by the lpa.
6. The owners and the City Council shall use reasonable endeavors (in co-operation with the affordable housing provider and the Homes and Communities Agency or similar body) in relation to the bidding process for government/agency funding including submitting all information and supporting documentation reasonably required, attending meetings and otherwise supporting those requirements which require to be satisfied in order to maximise the amount of government/agency funding or other grant funding available to further the delivery of Affordable Housing to at least 25% within the Development.

7. The phased delivery of the following amount and mix of affordable housing will be accepted to comply with clause 3 above and the requirement in this agreement for 50% social rent and 50% New Build Home buy(unless otherwise agreed in writing by the local planning authority. Changes in government advice may require the applicants to provide alternatives to the social rented tenures and such shall be to the written satisfaction of the lpa)

Phase 1	Total	Rent	Home Buy
1 Bed Apartments	23	5	6
2 Bed Apartments		6	6
2 Bed Houses	32	11	21
3 Bed Houses	32	16	16
4 Bed Houses	10	9	1

Phase 2			
1 Bed Apartments	40	8	10
2 Bed Apartments		8	14
2 Bed Houses	1	1	0
3 Bed Houses	19	9	10
4 Bed Houses	6	5	1

Phase 3 - Quarry			
1 Bed Apartments	10	2	3
2 Bed Apartments		2	3
2 Bed Houses	22	11	11
3 Bed Houses	4	3	1
4 Bed Houses	9	8	1

Phase 3 E Fields			
1 Bed Apartments			
2 Bed Apartments			
2 Bed Houses	0	0	0
3 Bed Houses	0	0	0
4 Bed Houses	0	0	0

8. At least 337 homes (20% of dwellings) shall be built to Lifetime Homes Standard consistent with the Habinteg definition of Lifetime Homes, with at least 104 of the affordable homes (50%) being Lifetime Homes and at least 233 private market dwellings being to Lifetime Homes Standard..

9. All dwellings, except for 6 dwellings mentioned in the following clause and in schedule 9, will be constructed to at least Code for Sustainable Homes Level 3 and the building regulations in being at the time of construction and thereafter in line with Statutory Code Levels.

10. The applicant will provide 3 code level 5 homes within or prior to the phase 1C build out stage of the scheme and 3 code level 6 homes within or prior to the phase 2C build out stage. These will be of house types and in locations agreed in writing by the LPA prior to the commencement of the 501st dwelling and details of how they meet the standards will be submitted with the Reserved Matter submissions for the dwellings. Reasonable access by the LPA to these units for monitoring/ evaluation will be provided in accordance with written arrangements agreed by the LPA prior to the commencement of the 501st dwelling (see also schedule 9).

11. The provision of affordable housing will be in line with the provision of market housing. No more than 50% of open market housing in each phase will be occupied unless and until 50% of affordable housing within that phase has been completed and made available for occupation, and no more than 90% of the open market dwellings shall be occupied in each phase unless and until 100% of the affordable dwellings within that phase have been completed and made available for occupation.

12. The general location of the affordable housing for each phase is to be agreed in writing with the Council prior to the commencement of residential development of the relevant phase. This will become mandatory supplementary information to the Design Code for which each and every Reserved Matters Application within that phase should adhere to.
13. The initial service charge payable by any occupier of an affordable housing unit shall not be more than £553 (five hundred and fifty three pounds) per annum or such other sum as shall be agreed in writing with the LPA prior to construction. This service charge will increase at no greater rate than the Retail Price Index per annum (+ 0.5% in line with rent increases).
14. All affordable housing will be indistinguishable in design from open market housing .No more than 12 units of each tenure will be located in one cluster and therefore the maximum cluster size will be 24 units of 12 New Build Home buy and 12 rented, although the applicants will act reasonably to provide smaller clusters than this maximum. (Changes in government advice may require the applicants to provide alternatives to the social rented tenures and such shall be to the written satisfaction of the lpa)
15. Affordable housing will be provided in accordance with the mechanism at Appendix 3

SCHEDULE 4 **Educational/ Community/ Health Facilities**

1. Extended School

1. Persimmon shall ensure provision of either a fully operational 2 FE Primary School with Community Uses or a fully operational 1.5 FE Primary School with Community Uses with the capacity to extend to a 2FE Primary School with Community Uses prior to the commencement of the 801st dwelling or September 2019 whichever is the earlier.
2. The extended school obligation will be satisfied with either an adequate financial contribution agreed in writing with the lpa or by the applicant delivering the extended school scheme in accordance with the dimensions set out in Appendix 4 and set

out below. The applicant shall give written notice to the lpa of which route they wish to take prior to the commencement of any development within phase 2B.

3. If the applicant decides to provide the extended school scheme in accordance with the dimensions for the 1.5 FE Primary School with Community Uses, it shall be to DCSF standards and in accordance with approved reserved matters indicating how the capacity for its future extension could be undertaken to provide a 2FE Primary School with Community Uses. Development is to commence in accordance with the approved plans prior to the commencement of any residential development in phase 2C.
4. A junior size all weather synthetic 3rd Generation (3G) pitch shall be provided as part of the extended school scheme and it shall be built to a Sport England and National Governing Body standard made available prior to the commencement of the 801st dwelling or September 2019 whichever is the earlier. Internal accommodation of at least 191m² shall be provided at the same time within the extended school building to provide ancillary changing facilities of community benefit and these shall be made available to the public in accordance with a scheme having the prior written approval of the lpa.
5. September 2019 whichever is the earlier. Internal accommodation of at least 191m² shall be provided at the same time within the extended school building to provide ancillary changing facilities of community benefit and these shall be made available to the public in accordance with a scheme having the prior written approval of the lpa.
6. An external games court and hard play area shall be built concurrently with the extended school and If the applicant decides to provide the extended school scheme in accordance with the dimensions for the 1.5 FE Primary School with Community Uses, then these external areas shall adjoin levelled external areas that shall be reserved for potential future expansion in accordance with details in the approved reserved matter plans. The Community/changing facility and reception /infant classroom area to be built concurrently with any 1.5FE Primary School shall also adjoin areas for potential future expansion in accordance with the dimensions shown in Appendix 4 and the approved reserved matter plans.

2. Temporary School facilities

The applicant will pay a contribution of £600,000 for the delivery of temporary classroom provision at Pomphlett Primary School. £200,000 shall be paid prior to the commencement of development and £400,000 prior to first residential occupancy.

3. Secondary School

A Secondary School contribution of up to £1.9m shall be paid to the Ipa by 1st April 2018 and this shall be in accordance with the requirements of schedule 11 below.

4, Health care facility

1. A Health Care Facility comprising a Health Centre/Doctors Surgery of at least 500m² (or such alternative size as may be agreed in writing by the LPA) shall be built to the prevailing NHS Specification Standards in a location close to, but distinct from other community services and easily accessible to parking spaces allocated for customers and generally where shown on the agreed Masterplan, Design and Access Statement and Design Code to the satisfaction of the Ipa. The facility will be built to a shell and core stage prior to the commencement of the 601st dwelling or later if otherwise agreed in writing by the Ipa and it shall be completed following the agreement of an occupational lease to a Doctors practice approved by the PCT or successor body to the satisfaction of the Ipa.

2. The relevant NHS Specification Standards referred to above are mandatory standards that shall be updated to those prevailing at the time the lease is taken out. The views of a future Doctor's Practice about the standards required shall be taken into account by the applicants and, if requested, such standards shall be enhanced at the selected Doctor's Practice on a cost only basis to the applicants.

3. The lease terms shall have the prior written agreement of the Ipa and will reflect a level that should enable the applicant to at a minimum recuperate full and reasonable development costs (excluding land and servicing costs).

4. The applicants shall provide and service the development land for the Health Care Facility and its ancillary servicing area free of any charge to potential occupants. The lease terms and rental level shall reflect the fact that the potential landlord shall have a free serviced site for the initial lease period of 21 years (based on current NHS guidance), and such discount from the current market rent shall be maintained in percentage terms at each rent review for the initial lease period.

5. The Health Care Facility will be marketed to prior to the commencement of the 601st dwelling at market value. The terms shall reflect whether the building is at shell and core stage with any arrangements for fitting out for leasing.

5. Library facilities (off-site contribution)

A contribution of £15,000 towards library self-service technology shall be made to the lpa to cater for the increased number of users arising from the development

SCHEDULE 5

Employment

1. The B1 units proposed around the Main Square in the Local centre (and referred to in schedule 1 above) shall be micro-business units or the ground floor of part of Live –work units, or a combination of them. These units shall accord with the following criteria which shall be reflected in reserved matter submissions:

Micro-business units.

Flexible units within class B1 and class A2 Town and Country Planning (Use Classes) Order 2005, minimum size from 30 sq m up to 150 sq m. Each unit shall have a kitchenette and WC, with appropriate services, including IT broadband connections.

Live/Work units.

- The work element of all Live/Work schemes shall only be used for purposes within class B1 and class A2 (Town and Country Planning (Use Classes) Order 2005, in association with the residential element of the unit

- All Live/Work units shall have at least 60% internal floor area devoted to work space and a maximum of 40% devoted to the residential element of the units.
 - A minimum of 50 sq m of functional ground floor work space shall be provided in each unit.
 - A minimum of 35 sq m of livable space shall be located above the work space area of each unit.
2. The 0.35 ha of serviced employment land referred to in schedule 1 above shall be provided with business units in accordance with specifications and designs in approved reserved matters. The design of the units shall be capable of accommodating B1 uses currently within the PIE and the Marketing Strategy shall include details of how the units are capable of accommodating those B1 uses.
 3. The applicants shall make a financial contribution up to the maximum amount of £60,000 to any legal costs of progressing any CPO process that is required for the redevelopment of the Pomphlett Farm Industrial Estate for a mixed use development in accordance with planning policy to incorporate Pomphlett Farm Industrial Estate with the approved masterplan for Plymstock Quarry. The payment shall be made following written notice from the Ipa that CPO proceedings are to commence within 6 months of the notice.

4. Employment and Training

- 4.1 The applicants shall operate a Skills Training Scheme during the residential construction period of the development and in any event for a minimum of 12 years following the commencement of residential development, unless the residential development has been completed, and the details of this scheme shall have had the prior written approval of the Ipa prior to the first residential occupation. The applicants shall use reasonable endeavours to secure employment for a minimum of 3 Building Trainees under the age of 25 from the administrative area of Plymouth City Council and its Travel to Work Area. The Trainees so employed shall be to a minimum standard of National Vocational Qualification (NVQ) Level 2 or equivalent and the applicants shall pay any necessary fees incurred by these trainees in attending college or approved training courses.
- 4.2 A Skills Training Management Group shall be set up prior to the commencement of Development by the applicants (or by such other organisation as the applicants shall agree with the Ipa) to review and oversee the preparation and ongoing implementation

of the Skills Training Scheme mentioned in the preceding clause during the construction period. This Group shall comprise representatives of the City Council and the applicants. The group shall also comprise such other invited participants (including employers, training providers and community organisations) as may be agreed by that Skills Training Management Group.

4.3 The Skills Training Scheme shall be funded by the applicants to an amount of £50,000 with access to this fund, as required, from the commencement of residential development. The Skills Training Scheme shall be designed to facilitate structured skills training in the construction process and in specialist construction areas on the application site and within local training centres within the area administrated by Plymouth City Council and within the Plymouth Travel to Work Area. The scheme shall include:-

- (a) Details of how that scheme will be implemented including reasonable targets that are to be set and reviewed.
- (b) Details of mechanism which the owner will use reasonable endeavours to ensure a minimum of 3 building trainees will be employed within the scheme.
- (c) Details of the mechanism that ensures that upon entry into the training programme the trainees will be under the age of 25 and are from the areas administrated by PCC and its Travel to Work area and are trained to a minimum of NVQ Level 2 (or equivalent) and to reasonable targets set out in the Skills Training Scheme.
- (d) Details of the mechanism which ensures appropriate funds are available from the £50,000 budget to affect the Skills Training Scheme through the scheme's active period and how the verification of this expenditure can be validated.
- (e) The applicants shall ensure that the Skills Training Management Group will provide reports for the lpa that set out how the objectives of the scheme have been met during a particular phase of built development, prior to the commencement of residential development in a subsequent phase.

5. Pomphlett Farm Industrial Estate

5.1 The parking arrangements for the Pomphlett Industrial Estate mentioned in schedule 1 above, shall be in accordance with the layout shown on drawing CH-203 Rev 6 (Appendix 5) unless otherwise agreed in writing by the lpa and it shall be constructed in full with approved boundary treatment and made available to users of the PIE prior to the commencement of residential development.

5.2 Temporary fencing shall be provided to the boundary of the Pomphlett Farm Industrial Estate site to a specification having the prior written approval of the lpa prior to the demolition of premises and the commencement of development.

SCHEDULE 6
Open Space and Recreation

1. A contribution of £1,546,368 shall be made to the lpa for the provision of off site sports and associated ancillary facilities. This amount shall include a contribution of £419,363 towards a swimming pool within the Plymstock area. 20% of this contribution of £1,546,368 shall be made prior to the occupation of any dwelling within Phase 1C. 45% of the contribution will be made prior to the occupation of any dwelling in Phase 3B. The balance of the contribution shall be made prior to the commencement of residential development in phase 3D. This contribution shall be index-linked from June 2010.
2. A contribution of £32,120 shall be made to the lpa for the provision and maintenance of off site allotments. 50% of the contribution will be made prior to the occupation of any dwelling within Phase 1C. The balance of the contribution shall be made prior to the commencement of residential development in Phase 3B.
3. The formal Neighborhood Equipped Play Area (NEAP) to be provided in part of the Urban Core's central Main Square, and referred to in schedule 2 above, shall be completed to the satisfaction of the lpa prior to the first occupation of residential development in phase 3B.
4. The informal LEAP play areas (combined with trim trails) to be provided and referred to in schedule 2 above, shall be completed to the satisfaction of the lpa prior to the first occupation of residential development in phase 3B.
5. A Youth Meeting Space to be provided and referred to in schedule 2 above, shall be completed to the written satisfaction of the lpa prior to the first occupation of residential development in phases 1C, 3C and 3D. The precise location and design of each shall be the subject of a consultation exercise, whereby the applicants involve local young people in the layout and design.

6. A total contribution of £350,000 shall be made to the lpa mainly for the provision and maintenance of a nearby Countryside Park. An amount of this figure (up to £35,000) shall be available to the lpa for a period of 10 years from the commencement of residential development for any footpath work across Billacombe Green (and/or work to the link between the Green and Billacombe Road) that the lpa considered warranted following a public consultation exercise, otherwise the amount shall be used for the Countryside Park purposes. 10% of this total contribution shall be made prior to the occupation of any dwelling within Phase 1C. 33% of the total contribution will be made prior to the occupation of any dwelling in Phase 3B. The balance of the contribution shall be made prior to the commencement of residential development in phase 3D.

SCHEDULE 7 **Transport**

7.1 On site Rights of Way. Prior to the commencement of each Phase details of all on site pedestrian and cycle routes identified on the Pedestrian /Cycle Routes Parameters Plan within each phase shall be submitted to and agreed in writing with the local Planning Authority unless otherwise agreed elsewhere. Such submissions will clarify the extent and location of such routes and will become supplementary Design Code Appendices (mandatory item). The Route shall be delivered in accordance with the approved details.

7.2 Off site pedestrian/ cycle links. Prior to the occupation of 200 dwellings the access to the Safeguarded cycle route owned by Sustrans and the development in the southwest corner shall be made in addition to the steps between the development and Rock Gardens. Both links shall be provided in the positions shown on the Masterplan in accordance with detailed plans having the prior written agreement of the Local Planning Authority.

7.3 Connection to mobi-hub. Prior to the first residential occupation of dwellings in Phase 2C a link between the Main Square and Billacombe Road linking to the Interchange/mobi hub shall be provided at a location to be agreed and in accordance with detailed plans having the prior written agreement of the Local Planning Authority.

7.4 Recreational Spine. The Recreational Spine shall be completed and made available for public use prior to the first residential occupation of dwellings in Phase 2B This spine shall comprise a surfaced and drained track for recreation purposes to accommodate at the minimum pedestrians and cyclists, and. It should be designed to have potential use by landscape maintenance vehicles and as a bridleway. It shall be completed as a high quality multi-user trail up to the boundary of Persimmons' ownership in the position shown in Map NPA 10388 102. (Appendix 6)

7.5 Off Site works - Rock Gardens .Prior to the occupation of 200 dwellings a 4m pedestrian cycle link through Rock Gardens shall be cleared and made available for use by pedestrians and cyclists together with appropriate surfacing and lighting in accordance with the approved Design Code and with detailed plans having the prior written agreement of the Local Planning Authority. Alternatively, prior to the occupation of the 201st dwellings a contribution of £100k shall be made to the lpa to undertake the work.

7.6 Off site works – Blackberry lane Lighting works shall be carried out along Blackberry Lane prior to first residential occupation and in accordance with detailed plans having the prior written agreement of the Local Planning Authority. The detailed plans shall show the location and details of staggered barriers, tarmac re-surfacing and the location and details of street lights in accordance with the agreed specification (see appendix 7).

7.7. Travel Plan. A Framework Travel Plan for all uses on the site shall have been agreed in writing by the lpa prior to the first residential occupation. It shall then be operated in accordance with the approved details contained within it. As part of the agreed Travel Plan the applicant shall provide a detailed mechanism by which the monitoring and review of travel patterns from the site shall be measured. The details of such a mechanism shall be agreed in writing by the Local Planning Authority prior to the first residential occupation of the development. Such a mechanism shall detail the arrangements for monitoring, reviewing, reporting, agreeing mitigation and drawing down the Travel Plan Contingency, (identified in the appendix), in the event that the agreed trip rates for the developments are exceeded. A mechanism shall also be agreed for the issue of Bus Travel Passes for Phases 1 and 2 as detailed in the appendix.

7.8. PIE parking. Schedules 1 and 5 refer to managing car parking for an agreed layout for PIE. The parking shall be completed and made available prior to first residential occupation. Details relating to access to the agreed parking and turning areas still need to be agreed in writing by the LPA drawing CH-203 Rev 6

7.9. The transportation obligations listed in Appendix 7A shall be delivered in accordance with the requirements specified therein and the requirements of a S38 Agreement and /or S278 Agreement.

SCHEDULE 8 **Waste and Environmental Health**

1. Prior to the first residential occupation in phase 1C, a contribution of £300,000 will be made by the applicant to the lpa towards the relocation of an existing bottle disposal area to a new facility constructed on a different site elsewhere within the Chelson Meadow complex in accordance with approved plans. The City Council will undertake to relocate the facility to assist with the provision of noise mitigation measures. This shall take place prior to, or within 12 months of, receipt of that contribution.
2. Prior to the occupation of any residential unit within Phase 2B a temporary Local Recycling Facility shall be provided within the Local Centre to a specification and at a location having the prior written approval of the lpa unless otherwise agreed by the lpa. The permanent Local Recycling Facility shall be completed upon the substantial completion of the Main Square, and in any event prior to the occupation of any residential unit within Phase 3C (Eastern Fields) unless otherwise agreed in writing by the lpa.
3. Prior to occupation each dwelling house shall be provided with two 240 litre wheeled refuse bins and associated storage and an appropriate form of twin bin system for flatted dwelling in accordance with both a specification agreed in writing by the lpa and an approved reserved matters application.

SCHEDULE 9 **Sustainability Measures**

1. The Extended School building referred to in schedule 4 above shall be built to BREEAM 'excellent' standards and all other non residential buildings shall be built to at least BREEAM 'very good' standards.

2. The sustainable drainage measures that are set out within the approved Design Code and Design and Access Statement and application documents shall be provided as part of the phased development of the site, and the sustainable drainage layout adjoining proposed built development shall be shown in the reserved matter applications relating to that proposed development. The SUDS drainage provision shall include a section that shall be provided as part of the proposed highway works generally between the initial two phases of development in Phase 1 (and where shown on the proposed drainage strategy in the Design and Access Statement) unless otherwise agreed in writing by the lpa.

3. An Energy Strategy shall be submitted to, and agreed by the LPA for the whole development prior to the commencement of residential development and it shall be subsequently reviewed prior to the commencement of Phase 2B and Phase 3B and all development and associated infrastructure shall only take place in compliance with the approved Energy Strategy and such amendments having the prior written approval of the lpa..

3.1. The Energy Strategy across the first phase shall:

(a) Incorporate a 15% reduction of the total Co2 reduction through on-site renewables and efficient building practices, subject to viability and a minimum of 10%. The energy strategy shall set out how each sub phase of the scheme will deliver against;

- the carbon reduction targets set out for domestic buildings in 'Building a greener Future'
- the carbon reduction targets proposed for non domestic buildings
- LDF policy CS20 policy requirement for 15% total CO2 reduction through onsite renewable, or efficient building practices

(b) Incorporate an assessment of viability if there is to be a reduction from the 15% level.

3.2 The Energy Strategy across the second and third phases shall:

(a) Incorporate an onsite renewable energy target of 15% subject to viability and a minimum of 10%. The energy strategy shall set out how each sub phase of the scheme will deliver against;

- the carbon reduction targets set out for domestic buildings in 'Building a greener Future'
- the carbon reduction targets proposed for non domestic buildings
- LDF policy CS20 policy requirement for 15% total CO2 reduction through onsite renewable

(b) Incorporate a Review Mechanism for assessing the delivery of the reduction in CO2 and viability

3.3 The Energy Strategy shall include, in any consideration of the renewable energy target, the provision of six residential units three of which shall be at Code Level 5 and three of which shall be at Code Level 6 and as referred to in schedule 3 which utilise efficient building practices. The applicants will allow access for an independent research organisation agreed by the lpa to undertake a post construction review and monitoring exercise on these properties.

SCHEDULE 10

Management, Maintenance and Monitoring.

1. Management arrangements and responsibilities for

- the proposed Greenspace and landscaping and for
- the repair and maintenance of the 250m length of historic boundary walls within the registered parkland and for
- the operation and maintenance of the linear water feature and surface water drainage systems and for
- the ecology ,safety fencing and rock stabilisation and local travel plan measures and for
- the maintenance of street furniture, public realm and public open space, the waste recycling facility, bus gate and emergency access gate, the temporary PIE car park and the Community Website,

(except where specified elsewhere in this agreement) shall be agreed in writing with the lpa prior to the commencement of development together with a bonded sum to ensure that any failure in such management specifications can be rectified by a third party(as specified elsewhere in this agreement).

2. The applicants may seek to agree a financial contribution with the City Council as a basis for future management and maintenance of public spaces (including, greenspaces and squares, play areas, and landscaped areas (including public realm and water features) and nature reserves as referred to elsewhere within these Heads of Term schedules and also street trees and sustainable drainage systems. In the event that arrangements and financial contributions cannot be agreed on any of these elements, or the applicant elects not to pursue negotiations with the City Council, the applicant will undertake to make alternative arrangements to provide for such management and maintenance to an agreed adoptable standard by a management entity being a Community Trust or a Management Company.

3. The roles and responsibilities of any proposed management entity shall be agreed in writing by the lpa prior to the commencement of each phase of residential development. A Management Company could be established as a 'social enterprise', which would mean that it would be accountable at a certain stage in the development to the local community who could be involved or at least have a say in its operation. The structure of the proposed management mechanism shall be agreed in writing with the lpa, prior to the commencement of each phase of residential development. and this shall include reporting and monitoring responsibilities.

4. If the lpa agrees in writing that the applicants Management Company is capable of maintaining such public spaces, areas or features to the agreed specified standard and is financially capable of taking on the management following completion of the development then a bonded sum may be reduced as detailed in schedule 11 below. In such circumstance the arrangement and financial assessment of the applicants' proposed Management Company together with the standard of works, shall have had the prior agreement in writing of the lpa .Detailed arrangements will include those for levying any annual service charge upon potential residents (for affordable housing units and for free market units) and commercial units to fund the Management Company in undertaking on site management in accordance with the Greenspace & Ecology Management Plan referred to in schedule 2 above.

5. A Greenspace & Ecological Mitigation Steering Group shall be set up to oversee the delivery of the Greenspace & Ecology Management Plan referred to in schedule 2 above. This shall have an agreed structure with representatives from the applicants and the lpa. Representatives of the National Trust, the Garden History Society, English Nature and English Heritage shall be eligible to attend meetings in accordance with the structure agreed with the lpa prior to the commencement of development.

6. Before the first residential occupation appropriate insurance warranties will be in place for the rock faces in the interests of public safety and a long-term Management Plan shall have been agreed in writing by the lpa as part of the approved Greenspace & Ecology Management Plan.
7. The applicants shall monitor progress with the development in liaison with the lpa and shall produce an annual report for the lpa upon the number of house completions on the scheme together with a schedule of the trigger points reached relating to the S106 clauses and planning conditions.
8. The gas monitoring wells shall be made available upon request from the lpa for the Waste Management Licence (WML) monitoring needs of the adjacent Chelson Meadow landfill, for the short, medium and longer term (whilst a WML remains in force).The monitoring data shall be made available to the applicants upon request for as long as the Waste Management Unit at Chelson Meadow landfill park are collecting data.
9. In the event that the Management company wishes to transfer responsibilities to a Community Trust (as mentioned in point 3 above) such should have a phased timetable for inception, operation, responsibilities and income provision; and have capacity to manage community assets and support the community's ongoing development in accordance with a business plan having the prior written approval of the lpa.

SCHEDULE 11

Payments

1. Contribution and Repayment Provisions

1.1 The applicants financial contributions to meeting the S106 planning obligations shall be at least the amounts shown in the attached table (appendix x).

1.2 If the financial contributions are not spent by the lpa on the agreed purposes within 15 years of the contribution being made, the contribution will be repaid to the application with interests at a rate to be agreed. [For planning lawyers)

2. Indexation (lawyers may expand upon)

All financial contributions will be the subject of indexation. At the date when the contribution becomes due it shall be adjusted in accordance with the relevant Index (BCIS Regional for some items, and RPI for other items –see Document 3)) from the date of the outline planning permission unless otherwise specified in this Agreement, until the date upon which the payment becomes due by applying the contribution to the percentage change in the Index between the relevant Index figure last published immediately preceding the date of this Agreement and the relevant Index figure last published immediately preceding the date the payment becomes due and “Indexation” shall be construed accordingly. [For planning lawyers) i

3. Bonding

3.1 The following financial contributions will be the subject of bonds (or other such suitable mechanism to ensure payment is made as approved by the LPA). These bonds are required to ensure payment is made to the lpa in the event that the applicant is unable or unwilling to meet its obligations set out in the Section 106 Agreement.

i) Highway contributions.

£4.554, 000 Major Scheme Works

£1.869, 000 HQPT revenue support obligations

£1.120, 640 Green Travel Plan (see Document 3)

A bond of £300k shall be made available in the event that the applicant is unable or unwilling to meet the Travel Plan Contingency obligations (see document 2 appendix 7) Such a bond shall be kept in place until the completion of the development and/or in accordance with the requirements of the Travel Plan or until such contingency has been spent.

ii) Safety work required to make the outstanding quarry area safe in case the Management Company does not perform

£825,000 for protective fencing to cliff faces and between phases (split £350,000 for Phase 1, £400,000 for Phase 2 and £75,000 for Phase 3).

Rock face maintenance

£500,000

iii) Open space, including street trees maintenance commuted sum in case the Management Company does not perform or ceases.

£2.611m bond for:

- Maintenance of play areas –(£1,140,000)
- Maintenance of informal green space – (£656,000)
- Maintenance of formal parks and gardens and ecological areas –(£650,000)
- Maintenance of street trees - (£165,000)

iv) Secondary school contribution.

£1.9m

3.2 The financial bonds and contributions shall be in place at an appropriate stage as detailed in the schedules to this agreement to cover the financial risk of the applicants not performing in line with S106 obligations listed above and in the attached Document 3 The bonds shall stay in place until the risk has been removed in accordance with the agreed clauses of this agreement and as detailed below.

3.3 Taking each of the 4 topics in turn: -

- The highway contribution bond shall be put in place prior to the 1st occupation and it shall be cancelled upon the payment of the outstanding contribution (the 150th residential unit trigger being used for this payment).
- The Green Travel Plan bond (£1,120,640 see document 3) shall be put in place prior to the 1st occupation and shall be cancelled on completion of the development. The bond shall be reduced as measures are implemented in accordance with a mechanism to be agreed with the lpa prior to commencement of development.

- The HQPT revenue support bond shall be put in place prior to the 1st occupation and shall be cancelled on payment of the outstanding contribution in the 8th year after the first payment made. The bond shall be reduced over time as payments are made (in accordance with Schedule 7).
- The safety work bond shall be put in place prior to the 1st occupation and is then it shall be reduced in part upon completion of Phase 2A and then completely upon completion of Phase 3A.
- The open space bond shall be put in place prior to first occupation and remain in place for the POS until the arrangement and financial assessment of the Management Company had been agreed in writing with the lpa. If the lpa agrees that the Management Company is capable of maintaining all the specified POS to the specified standard and is financially capable of taking on the management of the open space following completion of the development then the bonding amounts can be phased as follows: 34% total figure before 1st occupation in Phase 1, 77% figure prior to 1st completion in Phase 2, 100% prior to 1st completion in Phase 3. The bond is then cancelled if the Management Company still has the appropriate arrangements and financial strength as originally agreed to the written satisfaction of the lpa.
- The Secondary School Bond will be for a standard fixed figure of £1.9m which shall be paid to the lpa in 2018 to pay for SS facilities. If, upon further assessment, as agreed by the LPA, this contribution is not required at that stage, or to this amount, alternative arrangements will be made, as agreed by the LPA.

4. Interest Charges for Non Payment

In the event that financial contributions are paid later than required, the applicant will pay interest to the lpa at a rate to be agreed.

5. Tests of Reasonableness (lawyers may expanded upon)

The applicant and the lpa will in all matters act reasonably in accordance with the planning principles in this agreement.

6. Dispute Procedure [For planning lawyers –as it needs to reflect PCC standard clause].

In those circumstances relating to the affordable housing mechanism in which the applicant and the Ipa are unable to reach agreement within a reasonable timescale, either side can invoke the process of arbitration to provide a decision. In such circumstances, the losing party will meet not only their costs, but those of the successful party.

7. CIL

This agreement does not necessitate the developer paying for planning gain contributions twice through a planning gain tariff as well as contributions.

8. Management fee

The applicants shall pay a Planning Obligations Management Fee, £60,000 This management fee will be used to meet the Council's costs in administering and monitoring implementation of the Section 106 Agreement.

9. Legal fee

Time based Ipa lawyer fees in respect of this application and legal costs towards any CPO proceedings in respect of policy NP02 for the PIE site up to £60,000 (schedule 5 above)

SCHEDULE 12 **Community Website**

1. A Community Website will be developed by the applicants that will be used to initially communicate Travel Planning Information and key project information. The Community Website shall be provided as an integral part of the built development and shall be set up and made available for the occupiers of the Development prior to the first residential occupation in Phase 1C.
2. The Community Website shall comprise a community intranet facility and website in accordance with a Community Website Specification to provide information for occupiers of the Development in relation to topics including:
 - welcome/orientation information for new residents of the Development
 - sustainable transport options

- local services including a Plymstock Quarry business portal to include contact information and opening times for health, education, recreation and community facilities available within the development and website links to information about the services provided by the City Council and other service providers
- recycling and waste collection
- local events and community activities, share local knowledge
- profile of community facilities available within Plymstock Quarry including details of community access
- updates from the applicants or their Estate Management Company about the progress of the Development
- In addition there could be part of the website that is used to market the development to potential new residents/tenants and interested parties

3. Prior to the first residential occupancy the applicants shall have obtained the written approval of the Ipa to a Community Website Specification. This shall provide details of the following in relation to the arrangements for the delivery of the Community Website:

- format of the Community Website and the range of information and services to be provided on the Community Website;
- the hardware and infrastructure to be provided for the delivery of the Community Website
- platform maintenance and upgrading arrangements
- timetable for full implementation
- the arrangements for residents to develop the website further and to take ownership of the facility as a part of the project's Management Company's responsibilities at a later stage in the project.

4. The applicants or their Estate Management Company shall maintain and develop the Community Website commensurate and in accordance with the phasing of the Development and shall update the Community Website to provide information about facilities available within the Development as such facilities are delivered until such time as the responsibility for the Community Website is transferred to a Community Trust or similar Community organisation to the satisfaction of the Ipa.

5. The applicants or their Estate Management Company shall transfer the ownership of and responsibility for the Community Website to a Community Trust or similar Community organisation within 30 Working Days of receipt of confirmation from the Ipa that a Community Trust or similar Community organisation is ready to take and is capable of taking ownership and responsibility for

the Community Website and the applicants or their Estate Management Company agree in writing that the that body is ready and capable to fund , manage and maintain the Community Website until at least the final completion of the residential development.