

## **Schedule 4: Transport and Highways**

### **Junction Improvement Contribution**

1.1 The Owners covenant with the County Council to pay the Junction Improvement Contribution prior to the occupation of the 841st Dwelling for the purpose of funding the Junction Improvements and shall not occupy more than 840 Dwellings until it has paid the Junction Improvement Contribution to the County Council in full.

### **Travel Passes**

2.1 The Owners covenant with the County Council to provide Travel Passes to First Occupiers of Dwellings in each Phase who complete and return the application form provided in the Travel Pack within six months of the first Occupation of each Dwelling in each Phase and shall not Commence Development on a subsequent Phase until it has provided written confirmation to the County Council that Travel Passes have been provided to those Occupiers who have applied for such Travel Passes in the first Phase and subsequent preceding Phases.

### **Travel Packs**

3.1 The Owners covenant with the County Council to pay the Travel Packs Contribution for that Phase to the County Council prior to the Commencement of each Phase of Development and shall not Commence Development of the next Phase until it has paid the Travel Packs Contribution for that Phase to the County Council in full and shall thereafter provide a Travel Pack to the First Occupiers of each Dwelling from the date of Occupation.

### **Bus Stops**

4.1 The Owners covenant with the County Council to pay the Bus Stop Contribution to the County Council prior to the Occupation of 500 Dwellings and shall not Occupy more than 499 Dwellings until it has paid the Bus Stop Contribution to the County Council in full.

### **Clowbridge Drive Cycleway Contribution**

5.1 The Owners covenant with the Borough Council that prior to Occupation of 750 Dwellings the Owners shall serve written notice on the Borough Council confirming whether the Owner elects to deliver the Clowbridge Drive Cycleway Improvements (in which case paragraph 5.3 shall apply) or pay the Clowbridge Drive Cycleway Contribution (in which case paragraph 5.2 shall apply).

5.2 Where the Owners have elected to pay the Clowbridge Drive Cycleway Contribution this will be payable by the Owners to the Borough Council in the following instalments:

- a) 10% of the costs payable pursuant to paragraph 5.2(b) shall be payable prior to Occupation of 750 Dwellings in respect of design costs.
- b) £809,591.30 (minus the amount paid pursuant to sub-paragraph (a) above), being the estimated costs of the Clowbridge Drive Cycleway Improvements other than the cost of the Lighting Works (or such lower figure which the Borough Council may agree following detailed design and receipt of tenders by the Borough Council, having regard to contingency and project management fees) shall be payable prior to Occupation of 1,000 Dwellings. Subject to the Borough Council having not already entered into a contract for delivery of some or all of the Clowbridge Drive Cycleway Improvements, in the event that the Owner considers that the Clowbridge Drive Cycleway Improvements could be delivered for a lower amount then the Owner may elect to deliver the Clowbridge Drive Cycleway Improvements in which case the provisions of paragraph 5.3 shall apply; and
- c) £60,124.70 (or such lower figure which the Borough Council may agree) in respect of Lighting Works shall be payable within 21 days of the later of Occupation of 1,000 Dwellings and receipt by the Owner of written notice from the Borough

Council confirming that necessary consents have been secured for the Lighting Works and that it is in a position to deliver the same.

5.3 Where the Owner elects in accordance with and pursuant to paragraph 5.1 or 5.2(b) to deliver the Clowbridge Drive Cycleway Improvements in lieu of paying the Clowbridge Drive Cycleway Contribution the following shall apply:

5.3.1 the Owner shall within one month of the election submit to the Borough Council for approval a Clowbridge Drive Cycleway Improvement Scheme;

5.3.2 the Owner shall promptly apply for any necessary consents and implement the Clowbridge Drive Cycleway Improvement Scheme as approved;

5.3.3 the Owner shall not Occupy more than 1,000 Dwellings unless the Clowbridge Drive Cycleway Improvement Scheme has been implemented in full to the Borough Council's satisfaction and written confirmation has been provided of the same by the Borough Council PROVIDED THAT in the event that the Owner demonstrates to the Borough Council's satisfaction (as confirmed in writing) that it has used all reasonable endeavours to obtain necessary consents for the Lighting Works but has not been able to do so then the following shall apply:

5.3.3.1 The Owner shall deliver the remainder of the Clowbridge Drive Cycleway Improvement Scheme in full prior to Occupation of 1,000 Dwellings; and

5.3.3.2 In the event that the Borough Council serves written notice confirming that it has obtained necessary consents for the Lighting Works and that it is in a position to deliver the same, the Owner shall pay to the Borough Council the sum of £60,124.70 (or such lower figure which the Borough Council may agree in respect of Lighting Works within 21 days of receipt of such notice.

5.4 Following approval of the Clowbridge Drive Cycleway Improvement Scheme and the Owner demonstrating it has obtained all other necessary consents, the Borough Council will promptly grant the Owner a licence to occupy such of its land as is necessary to implement the Clowbridge Drive Cycleway Improvement Scheme and take such steps as are reasonable to facilitate construction of the said scheme provided that the Owner shall indemnify and keep indemnified the Borough Council in relation to all liability and costs arising from the same and reimburse the Borough Council in relation to its reasonable costs incurred in documenting the licence.

5.5 Where the Owners elect to pay to the Borough Council the Clowbridge Drive Cycleway Contribution in accordance with paragraph 5.1 the Borough Council shall for the purposes of paragraph 5.2 provide the Owners with costings for the Clowbridge Drive Cycleway Improvements on an open book basis and will where reasonably practicable obtain a minimum of three tenders to carry out the said improvements.

### **BlackBrook Cycleway Contribution**

6.1 The Owners covenant with the County Council to pay the Blackbrook Cycleway Contribution to the County Council prior to the Occupation of 1000 Dwellings and shall not Occupy more than 999 Dwellings until it has paid the Blackbrook Cycleway Contribution to the County Council in full.

### **Off Site Footpath Improvements**

7.1 The Owners covenant with the County Council to pay the Off-Site Footpath Improvements Contribution to the County Council prior to the Occupation of 500 Dwellings

and shall not Occupy more than 499 Dwellings until it has paid the Off-Site Footpath Improvements Contribution to the County Council in full.

### **Travel Plan Monitoring**

8.1 The Owners covenant with the County Council to pay the Travel Plan Monitoring Contribution to the County Council in the following instalments:

- (a) 20% prior to Commencement of Development
- (b) 20% prior to Occupation of the 640th Dwelling
- (c) 20% prior to Occupation of 1280th Dwelling
- (d) 20% prior to Occupation of 1920th Dwelling
- (e) 20% prior to Occupation of 2560th Dwelling

### **Travel Plan Coordinator**

9.1 The Owners covenant with the County Council to procure the appointment of the Travel Plan Coordinator upon first Occupation of the Development the term of the appointment to run until one year after the Occupation of the final Dwelling.