

12 May 2009

**Delivered by Post & Email**

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Our ref: DS/JW/WIMM1050  
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Dear Susan

**FORMER HENBURY HIGH SCHOOL, WHIRLEY ROAD**

I write further to your meeting with my client on the 8<sup>th</sup> May 2009 regarding the discharge of conditions and proposed variations to the agreed S106.

As agreed I write to provide you with a summary of the variations to the S106 which were discussed at the meeting. In order for George Wimpey to be able to continue with the development in a viable manner they are unable to outlay the level of expenditure currently required by the S106 in advance of commencement/occupation of the residential units. The only way that the development can proceed is subject to committed sales, without this Wimpey cannot progress. As I have said in earlier correspondence the proposed variations to the S106 would not result in Wimpey reneging on any of its obligations. Rather it is the case that a longer term phased approach is required which is closely linked to the completion of units (following committed sales) as opposed to the release of monies for the leisure facilities 'prior to the commencement of development'.

The table below details the existing clauses that need to be revisited and the way in which we see each being amended. Also attached is a plan prepared by TPM Landscape which should be read in conjunction with the table (Dwg ref: 380 Phasing Plan 23 April 09).

Deed of Agreement (dated 24.02.06)		Revised Heads of Terms
Clause 4.6	GW shall pay the County Council £100,000 for the delivery of highway improvements prior to the commencement of development.	GW shall pay the CC £100,000 on the commencement of development of the 50 <sup>th</sup> residential unit.
Clause 8.2	There shall be 2 junior grass pitches with new drainage systems and pumping station to lift surface water into a public drain.	There shall be 2 new grass pitches with new drainage systems.  A new pumping station will be

		provided.
Clause 8.3.2	The reseeding and drainage improvements of the pitches shall be undertaken from April 2009 over the Summer of 2009 and be ready for Autumn 2009.	Phase 1: Sports pitch 1 to have remedial drainage treatment and ground preparation to make it playable for the 2009/10 season.
Clause 8.3.3	The pavilion shall be made available at the same time as the pitches in Autumn 2009.	<p>The pavilion is to be completed in two phases:</p> <p>Phase 2: Sports element of the pavilion to be completed in Autumn 2010.</p> <p>Phase 4: Community element of pavilion to be completed upon sale of all residential units or 2012.</p>
Clause 8.11.1	A construction, provision works, equipment phasing plan and programme for the MUGA, LEAP, remainder of the open space, landscaping arrangements, car park, pavilion and access shall be agreed in writing prior to the commencement of development.	Construction programme to be agreed in writing in accordance with enclosed Phasing Plan.
Clause 8.11.2	The open spaces, including the MUGA and LEAP, pavilion and pitches must be provided prior to first occupation of any residential units abutting to or in the vicinity of the these facilities.	Delete clause relating to occupation of units adjacent to the POS as delivery will be based on agreed Phasing Plan at Clause 8.11.1. .
Clause 8.15	The STP and grass pitches shall remain available for community use throughout the football season 2006/07. Drainage works are to be carried out during the closed or the summer season. This should continue until alternative facilities are provided off or on site.	<p>Phase 1: as set above.</p> <p>Phase 2: Sports pitch 2 to have remedial drainage treatment and ground preparation to make it playable for 2010 – 2011.</p>

I trust that this is sufficient for you and your Members to consider the broad principles of the proposed revised S106 at the meeting of the Strategic Board on the 27<sup>th</sup> May. If you require any additional information please do not hesitate to contact me.

Yours sincerely

**Deborah Smith**  
**Associate Director**

cc: M Dawson  
K Patrick

George Wimpey Ltd (Manchester)  
TPM Landscape