

APPENDIX 5

PHASE AND SUB-PHASE DEFINITION AMENDMENTS

BXS Rephasing Summary	
Existing S73 Phase Definition ¹	Proposed Definition
<p>“Phase 1” shall have precisely the same meaning as the Primary Development Package (and for the avoidance of doubt any reference to “Phase 1” shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);</p>	<p>“Phase 1” shall include the whole of Phase 1 including Phases 1A, 1B and 1C (unless stated otherwise);</p>
<p>“Phase 1A (South)” means the following Critical Infrastructure comprised in Phase 1 as shown for indicative purposes on Plan 9 in Schedule 8 to the S106 Agreement in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) A5/Diverted Geron Way (Waste Handling Facility) Junction; (b) Claremont Park Road (Part 1); and (c) School Lane; 	<p>“Phase 1A (South)” means the following Critical Infrastructure comprised in Phase 1 in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) A5/Diverted Geron Way (Waste Handling Facility) Junction; and (b) Claremont Park Road (Part 1).
<p>“Phase 1B (South)” means the Plot Development and the Critical Infrastructure listed below as shown for indicative purposes on Plan 11 in Schedule 8 to the S106 Agreement all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 18, 25, 28, 46, 59 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of this Permission) and 63; (b) Clarefield Park Temporary Replacement Open Space; (c) School Green Corridor; (d) Market Square; (e) Brent Terrace Green Corridor; (f) Community Facilities (Market Quarter Zone); and (g) Whitefield Estate Replacement Units (Part 2); 	<p>“Phase 1B (South)” means the following Plot Development and the Critical Infrastructure all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 12 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of this Permission), 51, 63 and 82; (b) Clarefield Park Temporary Replacement Open Space; (c) Whitefield Estate Replacement Units (Part 2); (d) Claremont Park; (e) Clitterhouse Playing Fields (Part 1); (f) Claremont Avenue; (g) Claremont Road Junction North; (h) High Street South (East Works); (i) Orchard Lane; and (j) Community Facilities (Market Quarter Zone) (if not provided as part of Phase

¹ Existing/proposed wording reflects proposed changes in BXN de-coupling application (ref: 16/7489/CON)

	1C);
<p>"Phase 1C" means: all Plot Development; and other Critical Infrastructure and works, forming part of the Southern Development within Phase 1 as shown for indicative purposes on Plan 12 in Schedule 8 to the S106 Agreement (but not including anything within Phases 1A or 1B) the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2);</p>	<p>"Phase 1C" means the following Plot Development and the Critical Infrastructure, the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 11, 13 & 62; (b) Community Facilities (Market Quarter Zone) (if not provided as part of Phase 1B (South)); (c) Temporary Health Centre; and (d) Neighbourhood Police Unit (Market Quarter).
<p>"Phase 2 (South)" means:</p> <ul style="list-style-type: none"> a) all Plot Development in relation to Plots 14, 15, 16, 17, 22, 23, 24, 27, 37, 64, 65, 66, 67, 68, 73, 74, 75, 76 and 80; and b) Critical Infrastructure and works, forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2); 	<p>"Phase 2 (South)" means</p> <ul style="list-style-type: none"> a) all Plot Development in relation to 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 27, 28, 30, 37, 45, 46, 58, 59, 64, 65, 66, 67, 68, 73, 74, 75, 76, 80, 93; and b) Critical Infrastructure and works (including School Green Corridor, School Lane; Brent Terrace Green Corridor; Clitterhouse Playing Fields (Part 2), Claremont Park Road (Part 2) and Market Square) <p>forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);</p>