

Received
15/11/12

NURTON DEVELOPMENTS (QUINTUS) LIMITED

BRANSTON LOCKS, BURTON UPON TRENT

HEADS OF TERMS FOR PLANNING OBLIGATIONS

Introduction

1. Nurton Developments (Quintus) Limited (“NDQL”), freehold owner of the application site at Branston Locks (also known as Lawns Farm), proposes to enter into an Agreement containing planning obligations with ESBC and Staffordshire County Council pursuant to section 106 of the Town and Country Planning Act 1990. Its mortgagee will also join in to consent to the making of the planning obligations, subject to the usual limitation to its own liability arising only in the event of it taking possession as mortgagee in possession.
2. The details of the planning obligations will be negotiated with the officers. Currently NDQL proposes to include obligations, subject to agreement on the detail and viability, which will have effect as described below.

Highways and Transportation

Branston Interchange

3. At appropriate stages of the development, the developers will either undertake or provide financial contributions to improvements at the A38 Branston Interchange, Junction D and Branston Road as agreed and required. The nature of the improvements will be negotiated with the Highways Agency and SCC in the light of traffic modelling but may include the provision of additional lanes as required, the full signalisation of Branston Interchange and improvements to the slip roads.
4. Some or all of these improvements form part of the HA/SCC’s long term improvement intentions for the Interchange and adjacent junctions, in respect of which other developments have already agreed to contribute improvement works. The final agreed mitigation package will take these other committed improvements into account.

Off-site traffic management

5. The developers will fund off-site traffic management measures deemed necessary for the benefit of residents of Tatenhill and other villages to the west.

Bus services

6. The developers will arrange with local bus service companies, with initial subsidy as necessary, for a bus service to the site and, once the road network provides a continuous route through the site between the Branston Road and Shobnall Road site accesses, as a circular route connecting the site to Centrum, Burton town centre, the railway station and the wider area of Burton.

Local transport improvements

7. The developers will make a series of financial contributions to SCC's Transport Strategy initiatives.

Travel Plans

8. A Travel Plan Framework agreed with SCC will be appended to the Agreement as the basis for Travel Plans relating to individual parts of the development to be prepared by the developers for agreement with SCC and implementation. A Monitoring Fee will be paid to SCC and the individual Travel Plans will require the appointment of Travel Plan Co-ordinators at the expense of the developers.

Affordable Housing

9. The developers will provide affordable housing as part of the residential development. This is anticipated to be a range of intermediate housing products including the Affordable Rent regime if still applicable (as those expressions are described in the Glossary to the National Planning Policy Framework, as updated from time to time) or as otherwise agreed with ESBC.
10. Subject to agreement with ESBC, some of the affordable housing provision appropriate to be provided by the development may instead take the form of a commuted payment to be used by ESBC for off-site affordable housing provision.
11. The provision of the affordable housing on the site will be in the form of disposals of completed units or serviced parcels of land, in either case to Registered Providers or other appropriate affordable housing providers/managers or as may otherwise be agreed.
12. These affordable housing units will be constructed (or the serviced parcels will be provided) on a phased basis.
13. The amount of affordable housing to be provided – the current policy benchmark for this form of development is 15% of the total housing - will be agreed with ESBC, as will the number in each phase of the residential development, and the timing of provision of the completed units or serviced parcels in relation to the open market housing. The affordable housing will be distributed in clusters with a maximum number (to be agreed) in each cluster.
14. The tenure split and dwelling type of the affordable housing units for each phase that provides affordable housing will be determined at the approval of Reserved Matters for that phase. The agreement may identify the tenure split in terms of an optimum mix and a minimum mix. The tenure split and the dwelling type to be provided shall be determined in the light of the

available up to date evidence on needs and the availability of grant funding from the Homes & Communities Agency or from any replacement body with corresponding functions.

15. The affordable housing units on site are to be provided and constructed so as to comply with the Building Regulations current at the time of construction.

Education

16. A site appropriate to accommodate a primary school of up to three-forms of entry will be reserved within the site. The school building(s) will be provided by the developers, or at their expense, in phases according to demand generated by the development, with the possibility of an earlier release of the site as a consequence of arrangements negotiated with SCC.
17. The developers will also make phased financial contributions to SCC in respect of secondary school and sixth form places needed to serve the development. It is anticipated that these will be based on SCC's formula for calculating contributions.

Other community facilities

18. There will be a commitment to providing a local centre with shops and other facilities in the course of the development.
19. It will include land reserved for the provision of a medical centre to serve the needs of residents and employees on the development subject to the requirements of the appropriate body post the abolition of the PCT.

Green Infrastructure

20. Public open space including areas of structural landscaping (in aggregate substantially in excess of the policy requirement of 30.17 hectares) will be provided throughout the site on a phased basis. It will include 1 NEAP, 6 LEAPS and LAPS associated with the residential development, outdoors sports pitches and hard surface multi-use game areas, together with a clubhouse and associated car parking. Areas for informal recreation and amenity will be forest planted or landscaped in other ways.
21. Additionally, land outside the application site, at Battlestead Ridge, will be offered as a further contribution to green infrastructure, similarly to be secured by planning obligations. Management of the area for public amenity will provide opportunities for public access to this existing woodland area of Battlestead Ridge, which amounts to approximately 30 hectares, for enjoyment by the new occupiers of the development and members of the public generally. Enhancement works could include way-marked circular routes, rustic seating and benches at viewpoints, interpretation boards, nature areas, adventure play equipment etc - in addition to woodland and habitat management.
22. National Forest planting policy requirements can be met by planting on-site or off-site, or by way of financial contribution to off-site planting or other means of contributing to policy objectives. It is intended to satisfy the requirements by the cumulative provision of forest planting on-site and off-site at Battlestead Ridge together with the combination of public

access, other enhancements and future management and maintenance of the woodland at Battlestead Ridge, to be secured by planning obligations.

23. NDQL's preferred mechanism for dealing with the maintenance and management of the areas of public open space and equipment, including at Battlestead Ridge, is to set up a Management Company, prior to the commencement of development, which will take responsibility for maintenance and management of these areas and the works. Under this arrangement it is anticipated that the cost of maintenance and management by the Management Company will be borne in perpetuity by annual payments from the occupiers of the development in the form of a rent charge on each unit or some similar arrangement: with each unit bearing a proportion of the total cost or the total cost associated with that part or phase of the development, and the developers contributing in respect of the un-built/unoccupied units on the part or parts of the development contributing to that cost.

24. The planning obligation for management could also provide for the developers to have the option, as an alternative, to make arrangements for the transfer of the freehold or the grant of a long lease of any one or more of the above areas to ESBC or, in the case of Battlestead Ridge to another body with appropriate skills and approved by ESBC, with a commuted sum provided by the developers for future maintenance and management, on terms that ESBC or the other applicable body will be responsible for undertaking the maintenance and management obligations in accordance with an agreed management plan.

FSI
October 2012