



South West Milton Keynes

S106 Draft Heads of Terms

Eversheds

January 2015

1. **INTRODUCTION**

- 1.1 The Applicant has engaged in pre-application discussions with key stakeholders including Aylesbury Vale District Council ("AVDC"), Buckinghamshire County Council ("BCC") and Milton Keynes Council ("MKC") to establish the planning obligations that may be required in relation to the development proposals which are the subject of this planning application.
- 1.2 This document sets out a first draft of the heads of terms for a section 106 agreement in relation to the proposed development at South West Milton Keynes. As the land to be bound by the proposed section 106 agreement is in the District of Aylesbury Vale, the enforcing local planning authorities for the purposes of the proposed section 106 agreement will be AVDC and BCC.
- 1.3 These draft heads of terms are to be discussed with the Local Planning Authorities and other key stakeholders during the consideration of the South West Milton Keynes planning application. The need and justification for the draft obligations, together with the extent to which the draft obligations satisfy the statutory and policy tests in respect of the proposed development, is subject to further review. As such this document is necessarily submitted on a 'without prejudice' basis and is subject to contract at this time.
- 1.4 The draft heads of terms are subject to a viability review.

2. **PROPOSED DRAFT HEADS OF TERMS FOR PLANNING OBLIGATIONS**

2.1 The draft heads of terms set out below are intended to provide a basis for negotiations and a finalisation of appropriate obligations.

2.2 It is noted that in accordance with AVDC and BCC's standard approach, a separate section 106 agreement may be required with each of the authorities.

3. **OBLIGATIONS WITH AVDC**

3.1 **Phasing**

- A Phasing Plan will identify the Phases of the development and where appropriate the obligations will be apportioned to the Phases.
- An Implementation Phasing Plan for each Phase will be agreed with AVDC to identify the infrastructure, landscaping and development parcels within the Phase.
- The development of each Phase will be carried out in accordance with the agreed Implementation Phasing Plan for that Phase.

3.2 **Affordable Housing**

- Subject to financial viability, up to 30% of the residential units on any Phase will be Affordable Housing. The actual amount will be determined through a viability assessment.
- The viability assessment will be based on an agreed methodology and, if required, the subject of agreed independent scrutiny including by an assessment valuer.
- Subject to viability and unless otherwise agreed with AVDC, the tenure mix of the Affordable Housing will be 75% Affordable Rent and 25% Intermediate Housing.
- The distribution of Affordable Housing will be in clusters of a maximum of 15 houses, or up to 18 flats.
- For each Development Parcel, the Owners will use reasonable endeavours to reach agreement with a Registered Provider from AVDC's approved list for the provision of the Affordable Housing prior to the occupation of 30% of the Open Market Dwellings in that Development Parcel and will then transfer the Affordable Housing Units within that Development Parcel to a Registered Provider prior to the Occupation of 90% of the Open Market Dwellings in that Development Parcel.

- The design and specification of the Affordable Housing and its surrounding areas, is to be similar to that of the housing for private sale.

3.3 **Health**

- Space for a unit within the Neighbourhood Centre for healthcare uses shall be reserved for a period of time (to be agreed with AVDC) from the Commencement of Development.
- The space shall be marketed for a period of time (to be agreed with AVDC) at market value for the relevant healthcare uses.

3.4 **Green Infrastructure and Sports Provision**

- 55.95 hectares of green open space shall be provided on the development. This shall comprise:
 - amenity greenspace
 - 7 LEAPS, 2 NEAPs and 2 MUGAs
 - allotments
 - outdoor sports facilities – 3 grass pitches and 1 cricket pitch with pavilion
- A long term management plan will be agreed with AVDC to secure the ongoing management and maintenance of the landscape phases.

3.5 **Community Buildings**

- A Community Building shall be provided in the Neighbourhood Centre. The Community Building will be capable of being used for indoor sports facilities (being a badminton court) and will be capable of seating 150 people and accommodating a stage.

3.6 **Employment Land and Neighbourhood Centre**

- The Employment Land will be marketed from the occupation of the 300th dwelling for a period of time (to be agreed with AVDC).
- The Employment Land will be made available for sale or lease prior to the occupation of the 600th dwelling.
- The commercial uses in the Neighbourhood Centre will be marketed from the occupation of the 300th dwelling for a period of time (to be agreed with AVDC).

- The land on which the commercial uses in the Neighbourhood Centre are to be provided will be made available for sale or lease prior to the occupation of the 600th dwelling.

4. **OBLIGATIONS WITH BCC**

4.1 **Education – Primary School**

- 2.9 hectares of land in Phase 1 will be reserved and offered for transfer to BCC or its nominee for the provision of a three form entry primary school together with a 78 place children’s centre. The land will be fully serviced by road access, drainage and utilities.
- A financial contribution will be offered to BCC towards the provision of a children’s centre on the primary school site, the facility being a maximum of 200 square metres.
- A financial contribution will be offered to BCC towards the provision of a three form entry primary school on the primary school site.
- If required, an additional financial contribution will be offered to BCC to cover any additional primary education pupil generation from the development beyond three forms of entry.

4.2 **Education – Secondary School**

- Up to 5.2 hectares of land in Phase 1 will be reserved and offered for transfer to BCC or its nominee for the provision of a secondary school with up to 600 places and which may be a satellite to an existing secondary school. The land will be fully serviced by road access, drainage and utilities.
- A financial contribution will be offered to BCC towards secondary school provision.

4.3 **Highways and Transport**

- The Grid Road Reserve Land shown for identification purposes coloured grey on the Parameter Plan will be reserved for the purpose of enabling the future provision by BCC of an extension to the V1 Snelshall Street to the South.
- A Travel Plan shall be prepared and implemented.
- A contribution will be proposed to bus service enhancements and provision will be made for on-site bus service infrastructure relating to the proposed development.

- It is expected that highway improvements will be secured by planning condition and a s.38/278 agreement and therefore do not form part of the heads of terms for the section 106 agreement.