

RESIDENTIAL DEVELOPMENT AT NEWCOURT EXETER
PROPOSED HEADS OF TERMS FOR S106 AGREEMENT

(Some items are still subject to finalisation)

1 Affordable Housing

1.1 Provision

25% of the total number of dwellings across the site to be provided as affordable housing

1.2 Tenure and Dwelling Types

(a) Affordable Housing to comprise a mixture of dwelling types in proportion to the overall mixture of dwelling types on the site and to be distributed throughout the site

(b) At least 85% of Affordable Housing to be for rent

(c) At least 5% of Affordable Housing to be constructed as suitable for occupation by persons with disabilities or by households with a need for wheelchair access

1.3 Phasing

(a) Not more than 50% of Open Market dwellings shall be occupied until 50% of the Affordable Housing is completed

(b) Not more than 75% of Open Market dwellings shall be occupied until 75% of the Affordable Housing is completed

(c) Not more than 95% of Open Market dwellings shall be occupied until 100% of the Affordable Housing is completed

1.4 Specification

Affordable Housing to be constructed to Code Level 3/Housing Quality standards (in practice the application proposes this for the whole development)

1.5 Delivery

(a) Developer will enter into negotiations with the City regarding any or all Affordable Housing which is not subject to a legally binding contract with a registered social landlord 6 months after commencement of development, for the transfer to the City of those dwellings for a consideration not exceeding the sum of the agreed Affordable Housing transfer price

(b) If Developer has been unable to enter into a contract with an RSL or agreement with the City for the sale of any or all Affordable Housing 12 months after commencement of development Developer itself will provide Affordable Housing

2 Open Space

- 2.1 Open Space to comprise Public Open Space and Play Areas and comprising at least 10% of the development site
- 2.2 A bond for the value of all the Open Space works to be provided to the City prior to commencement of development and kept in place until the later of completion of all Open Space works and transfer of all Open Space
- 2.3 (a) All Public Open Space and Play Areas will be transferred to the City for nil consideration. The transfer will be completed 28 days after the City has certified all Open Space works or any later date specified in that certificate.

(b) Developer will maintain Public Open Space and Play Areas prior to transfer
- 2.4 Commuted sums for Public Open Spaces and the Play Areas to be agreed
- 2.5 No more than 50% of dwellings to be occupied (and prospective purchasers to be informed of this restriction) until the City has certified completion of the Open Space works and Public Open Space and Play Areas have been transferred to the City and commuted sums for each have been paid. The agreement will contain a mechanism for linking the delivery to occupation of the adjoining residential areas on the larger parts of the site.

3 Play equipment

- (a) Details of play equipment required by the City for the Play Areas to be agreed with reference to the relevant policy document
- (b) Value of Play Area equipment and works (and consequent total of bond in 2.2 required) to be agreed when details of required play equipment has been established

4 Off-site Play Areas

4.1 Playing pitches

Contribution of £440 per dwelling of two or more bedrooms payable on dates to be agreed with the City Council (phased in line with occupation of dwellings) to be applied towards playing pitches within the city of Exeter

4.2 Multi Use Games Area

Contribution of £75 per dwelling payable on a threshold of occupation to be agreed with the City Council to be applied as a 30% proportion of a cost of a Multi-Use Games Area or similar Neighbourhood Equipped Area of Play to be located on the Middle RNSD site or other site within 1.5km of the development site.

5 Social Services

- 5.1 Contribution of £100 per dwelling payable on a threshold date to be agreed to be applied towards provision of a single place in a children's home
- 5.2 Contribution of £75 per dwelling payable on a threshold date to be agreed to be applied towards expansion of learning disability services

- 5.3 Contribution of £75 per dwelling payable on a threshold date to be agreed to be applied to services for elderly persons
- 5.4 Contribution of £60 per dwelling payable on a threshold date to be agreed to be applied towards provision of a minibus for elderly persons
- 5.5 All social services per dwelling contributions based on an assumption of 778 dwellings in the development.

6 Community Facilities

6.1 Indoor Leisure Facilities

Contribution of £674 per dwelling (with payment dates linked to occupation of dwellings) towards indoor leisure facilities as defined by the English Sports Council's indicator model to be applied towards a multi-use sports hall and towards swimming facilities anywhere within the remit of the City

6.2 Community Facility

Contribution of £625 per dwelling payable on (with payment date linked to occupation of dwellings) towards a community facility to be applied towards an extension to or part of the proposed facility on the Upper RNSD site or towards an alternative facility within 1.5km of the development site

- 6.3 All community facilities per dwelling contributions based on an assumption of 778 dwellings in the development.

7 Healthcare

- 7.1 Contribution of £125 per dwelling payable on a threshold date to be agreed

- 7.2 Contribution to be applied towards extension to Glasshouse Medical Centre of circa 100 square metres to support an additional GP, or alternative facilities within 1.5km of the development site.

8 Wildlife

8.1 Special Protection Area

Contribution of £35 per dwelling payable on first occupation to a recipient to be agreed to be applied as required by the Exe Estuary Management Plan

8.2 Habitat Mitigation

Contribution of £101.50 per dwelling to be spent within 5 years on habitat improvement (£67.60pd to be forwarded to RSPB and £33.90 to ECC).

8.3 Wildlife Corridor

- (a) Provision of a Wildlife Corridor on land to the north and south of Old Rydon Lane (as identified on drawing to be provided) (this does not count towards 10% open space)

- (b) To be laid out in accordance with a scheme agreed by the City Council,

including any necessary decontamination measures, prior to first development of any part of the overall site.

- (c) Commuted sum and management plan for Wildlife Corridor to be agreed pursuant to the relevant policy document
- (d) To be transferred to City Council, at same time as the first section of Public Open Space.

9 Education – primary

Developer to make a reasonable contribution towards costs of addressing impact of development on primary and nursery education in the area [confirmation required from DCC as to amounts]

10 Highways and Transportation

10.1 Contribution

Developer to pay £7,000 per dwelling less £1,600 per dwelling (making £5,400 per dwelling) as the agreed contribution for highway infrastructure costs taking into account the provision under another agreement of a link road to serve the development site and which will include £500,000 contribution towards improvements to M5 junction 30. To include mechanism for using contribution to repay any government funding.

10.2 Green Travel Plan

Developer to agree a Green Travel Plan for the development in accordance with the reasonable requirements of the County Council, to include provision of a travel plan co-ordinator, and financial contributions to transport measures to be triggered if specified targets in relation to non-car travel are not met.

11 Reserved Car Facility

Developer to devise an acceptable reserved car facility for the benefit of all parts of the application site in conjunction with an appropriate provider in accordance with the development details to be approved by the City Council and to be in place prior to first occupation

12 Recycling

Contribution for provision of recycling bins and groundworks (£25 per dwelling) and timing of contribution to be agreed

13 Delivery

13.1 Development not to commence before commencement of construction of all necessary sections of road linking the A379 and Topsham Road

13.2 No dwelling to be occupied prior to the entire road link from the A379 to Topsham Road being open to the public

13.3 Connections to be constructed to boundaries of adjoining development sites, comprising in each case a carriageway, footway and/or cycleway except where City and County Councils confirm any element is not required but for the avoidance of

doubt no rights will be automatically permitted over the connections merely by means of construction until the developer has reached a satisfactory agreement with the adjoining landowner re: payment

14 Off-site sewerage infrastructure

- 14.1 Contribution to off-site sewerage infrastructure (to be confirmed)
- 14.2 No connection to be made to the public sewer until off-site sewerage infrastructure has been upgraded
- 14.3 No dwelling to be occupied until 14.2 has been complied with

15 Remediation

Payment of £20,000 being the cost of City Council employing an environmental consultant to advise the Council on remediation works and monitoring requirements.