

SANDLEFORD PARK, NEWBURY, BERKSHIRE

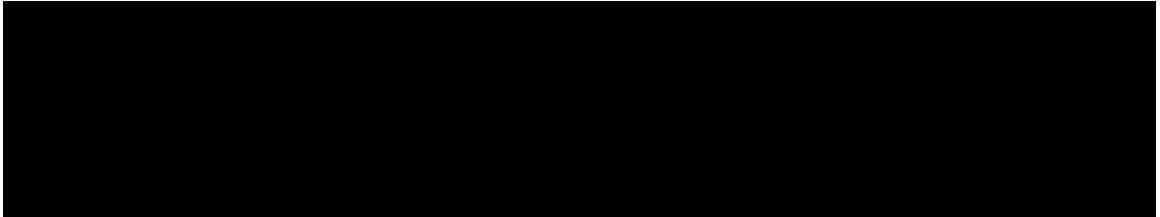
SECTION 106 UNILATERAL UNDERTAKING

APPEAL REFERENCE: APP/W0340/W/20/3265460

SUMMARY – AS AT 23 APRIL 2021

1 PARTIES

1.1



2 SCHEDULE 1 - EDUCATION

2.1 Transfer of land (circa. 2.043 hectares) for the Primary School Site North for £1 following receipt of written notice from the Council prior to Occupation of 100 Dwellings.

2.2 Payment of a contribution towards provision of a 2FE Primary School in the sum of £[TBA] payable in the following instalments:

(a) 10% prior to Commencement of Development;

(b) 81% prior to Occupation of 250th Dwelling; and

(c) 9% prior to Occupation of 750th Dwelling.

2.3 Transfer of land (circa. 1.6 hectares) for the Secondary School Site for £1 following receipt of written notice from the Council prior to Occupation of 200 Dwellings.

2.4 Payment of a contribution towards Secondary School in the sum of £[TBA] payable in the following instalments:

(a) [TBA] prior to Occupation of more than 100 Dwellings;

(b) [TBA] prior to Occupation of more than 200 Dwellings; and

(c) [TBA] prior to Occupation of more than 500 Dwellings.

3 SCHEDULE 2 – COMMUNITY FACILITY

- 3.1 Offer to transfer of land for £1 to the Council or its nominee (Parish Council or charitable body) to provide a community facility.

4 SCHEDULE 3 – PUBLIC OPEN SPACE

- 4.1 Provision of 86 hectares of Public Open Space (public open space, woodland buffers, country park, play areas).
- 4.2 To obtain approval to a Public Open Space Plan prior to Commencement of Development.
- 4.3 To provide the Public Open Space on a phased basis in accordance with the approved Public Open Space Plan.
- 4.4 To obtain approval to the Public Open Space Specification and Public Open Space Management Plan for each Phase prior to Commencement of Development of that Phase.
- 4.5 To provide the Public Open Space in each Phase prior to Occupation of more than 65% of the Dwellings in that Phase.
- 4.6 To provide one LEAP before Occupation of more than 200 Dwellings.
- 4.7 To provide a second LEAP before Occupation of more than 600 Dwellings.
- 4.8 To provide one NEAP before Occupation of more than 750 Dwellings in Development Parcel North.
- 4.9 To provide any LAPs in a Phase before Occupation of more than 50% Dwellings in that Phase.
- 4.10 To notify the Council of completion of any part of the Public Open Space and to secure their approval to the same or to undertake any remedial works at the Council's request.
- 4.11 To establish the Management Company prior to Occupation of any Dwellings. The Management Company will be responsible for the future management and maintenance of the Public Open Space and will be funded through a service charge payable by the owners/occupiers of Dwellings.

4.12 To transfer the Public Open Space to the Management Company following completion of the same.

5 SCHEDULE 4 - HIGHWAYS

5.1 Payment of the A339 Access Link Contribution (£1,500,000) prior to Commencement of Development.

5.2 Undertake On-Site PROW Improvements in accordance with a plan approved by the Council.

5.3 Payment of the Off Site Highways Works "A" Contribution (£[195,481]) towards upgrade traffic signals at Newtown Road/Pound Street and Bartholomew Street/Market Street prior to Commencement of Development.

5.4 Payment of the Off Site Highways Works "B" Contribution (£[6,740,564.22]) towards A339, Pinchington Lane and Monks Lane, in the following instalments:

(a) 5% prior to Commencement of Development;

(b) 95% prior to Occupation of more than 700 Dwellings.

5.5 Payment of the Off Site Highways Works "C" Contribution (£[1,047,602.50]) towards A339/A343 St John's Roundabout in the following instalments:

(a) 5% prior to Commencement of Development;

(b) 95% prior to Occupation of more than 200 Dwellings.

5.6 Before Commencement of Development to enter into a Highways Agreement for works to Monks Lane Eastern Site Access as shown illustratively on drawing 172985_A_07.1.

5.7 Before Occupation of more than 25 Dwellings to enter into a Highways Agreement for works to Monks Lane Western Site Access as shown illustratively on drawing 172985_A_08.

5.8 Before Occupation of more than 100 Dwellings to enter into a Highways Agreement for works to the A339/B4640 Swan Roundabout improvements with VMS and A339 PROW Greenham 9 crossing as shown illustratively on drawing 81311-041-108.

5.9 Before Occupation of more than 50 Dwellings to enter into a Highways Agreement for works to Rupert Road, Chandos Road and Wendan Road pedestrian improvements as shown illustratively on drawing [].

6 SCHEDULE 5 – TRIANGLE LAND

6.1 Offer of a transfer of land to Newbury Rugby Football Club Limited for £1 for the playing of sports.

7 SCHEDULE 6 – FURTHER CONTRIBUTIONS

7.1 Payment of a Public Transport Contribution comprising:

(a) £[TBA] for bus infrastructure improvements payable prior to Commencement of Development; and

(b) £[TBA] for provision of a bus service payable [TBA].

7.2 Payment of a Healthcare Contribution of £512,625 prior to Commencement of Development.

7.3 Payment of a Travel Plan Contribution of £[TBA] in two instalments being [TBA].

7.4 Payment of a Newbury Rugby Football Club Contribution of £180,000 prior to Occupation of any Dwellings towards improvements to land at Newbury Rugby Football Club.

8 SCHEDULE 7 - HOUSING

8.1 Provision of 40% of the Dwellings as Affordable Housing Units with:

(a) Up to 80 Extra Care Units; and

(b) 70% of the General Affordable Housing Units as Social Rented Housing and 30% as Intermediate Housing.

8.2 General Affordable Housing Units to be provided in accordance with the Target Housing Mix:

1 bed flat	35%
2 bed flat/maisonette	8%

2 bed house	27%
3 bed house	25%
4 bed house	5%

- 8.3 Reasonable endeavours to conclude an agreement with an Extra Care Housing Provider for the Extra Care Housing within 24 months of Commencement of Development.
- 8.4 If the agreement for the Extra Care Housing is concluded to provide the Extra Care Housing in accordance with an approved Extra Care Housing Scheme.
- 8.5 If the agreement for the Extra Care Housing cannot be concluded then the equivalent number of Extra Care Housing Units will be provided as General Affordable Housing Units.
- 8.6 Open Market Units in a Phase will not be Occupied until the Affordable Housing Land in that Phase has been transferred to a Registered Provider.
- 8.7 All Affordable Housing shall be advertised in accordance with the Council's Allocation Policy.
- 8.8 All Affordable Housing Units shall be constructed to the Building Standard.
- 8.9 An Affordable Housing Scheme is to be approved for each Phase with:
- (a) Where the Extra Care Housing is provided between 30% and 40% of the Residential Units in each Phase will be as General Affordable Housing Units; and
 - (b) Where the Extra Care Housing is not provided between 35% and 45% of the Dwellings to be provided in each Phase will be General Affordable Housing.
- 8.10 Not more than 80% of the Open Market Units in each Phase are to be Occupied until the Affordable Housing Units in that Phase have been completed, are ready for Occupation and are transferred to a Registered Provider if appropriate.
- 8.11 Shared Ownership Housing, Social Rented Housing or Affordable Rented Housing are to be transferred to a Registered Provider but if this is not possible then evidence may be provided to the Council with a view to agreeing an alternative tenure mix.

- 8.12 Intermediate Housing (excluding Shared Ownership Housing other than those units which may be disposed of as Intermediate Housing) are to be disposed of to a Registered Provider or an occupier but if this not possible then evidence may be provided to the Council with a view to release of the restrictions following payment of an Affordable Housing Commuted Sum towards off-site affordable housing.
- 8.13 Council to approve choice of Registered Provider.
- 8.14 Affordable Housing Units in a Phase are not to be Occupied without a nomination agreement for that Phase having been entered into.
- 8.15 Intermediate Housing may be:
- (a) Transferred to a Registered Provider for letting or disposal as appropriate to Local People as Shared Ownership Housing; or
 - (b) Directly sold to eligible Local People on a Shared Equity basis; or
 - (c) Let to eligible Local People on an Intermediate Rent basis.
- 8.16 [If an Affordable Housing Unit is located in a Designated Protected Area, the equity share which can be purchased will be capped at 80%.]

9 SCHEDULE 8 – HIGHWAYS CONTRIBUTIONS SHORTFALL AND CONTRIBUTION SECURITY STRIP

- 9.1 Subject to meeting certain conditions and the Council making a written demand prior to Occupation of 850 Dwellings, payment of:
- (a) Off Site Highways Works "A" Shortfall Contribution of £[TBC] by way of forward funding of the Off Site Highways Works "A" on the later of expiration of the period of two months of receipt of such written demand or Commencement of the Development;
 - (b) Off Site Highways Works "B" Shortfall Contribution of £[TBC] by way of forward funding of the Off Site Highways Works "B" on the later of expiration of the period of two months of receipt of such written demand or Occupation of more than 700 Dwellings; and

- (c) Off Site Highways Works "C" Shortfall Contribution of £[TBC] by way of forward funding of the Off Site Highways Works "C" on the later of expiration of the period of two months of receipt of such written demand or Occupation of more than 200 Dwellings.

9.2 The contributions set out above together comprise the Sandleford Park West Contributions. The conditions referred to above are:

- (a) The sums are not payable if the Sandleford Park West Planning Permission has been granted and the whole of the Sandleford Park West Contributions have been secured;
- (b) If part of the Sandleford Park West Contributions are secured, then the sums payable are reduced by an equivalent amount;
- (c) The sums are not payable unless the Council used reasonable endeavours to secure the whole of the Sandleford Park West Contributions.
- (d) The sums are not payable until the Council has delivered a legally binding commitment to repay the sums in specified circumstances.

9.3 In the event that the Sandleford Park West Contributions are secured by the Council in respect of land at Sandleford Park West and the Council has reimbursed to the Owners any part of the Sandleford Park West Contributions which have been paid by them, to grant the right to enter onto the Contribution Security Strip with or without workmen for the purpose of constructing a road to connect into the [Highway Works (Link Road to Sandleford Park West)] [and to lay and connect into services].