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Meeting: North Northamptonshire Planning Committee (North)
Date: Wednesday 6th September, 2023
Time: 7:00 pm
Venue: Council Chamber, Corby Cube, George Street, Corby, NN17 1QG

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To members of the North Northamptonshire Strategic Planning Committee

Councillors Wendy Brackenbury (Chair), Charlie Best, Cedwien Brown, Robin Carter, Mark Dearing, Alison Dalziel, Dez Dell, Paul Marks, Simon Rielly, David Sims, Geoff Shacklock, Joseph Smyth, and Keli Watts

Substitute Members: Councillors Jean Addison, Ross Armour, Lyn Buckingham, Jim Hakewill, Larry Henson, Macaulay Nichol, Jan O'Hara, Anup Pandey, Mike Tebbutt, Sarah Tubb

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	i) NC/23/00041/RVC106 Little Stanion Development Corby Proposed variation of s106 agreement dated 28th August 2016 relating to LPA ref: 04/00442/OUT dated 5th July 2006 and LPA ref:17/00702/DPA (Detailed) dated 21st May 2018 for 66 residential units, retail space and community hall known as the	Development Services	11 – 184

	<p>Multi Use Square Development and 17/00703/OUT dated 6th September 2018 concerning outline planning permission for the erection of not less than 99 dwellings, and a maximum of 135 dwellings plus landscaping and associated works.</p> <p>ii) NE/23/00279/VAR Yarwell Mill, Mill Road, Yarwell, Peterborough Variation of condition 2 to allow for amendments to the approved drawings pursuant to 19/00543/FUL - Change of use to provide leisure facilities, site shop and amenities for caravan park residents, including demolition of agricultural buildings.</p>	Development Services	185 – 196
Items to note			
06	<p><u>Delegated Officers Report</u></p> <p>None</p>		
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08	Close of Meeting		
	<p>Adele Wylie, Monitoring Officer North Northamptonshire Council</p>  <p>Proper Officer 29th August 2023</p>		

*The reports on this agenda include summaries of representations that have been received in response to consultation under the Planning Acts and in accordance with the provisions in the Town and Country Planning (Development Management Procedure) Order 2015.

This agenda has been published by Democratic Services.

Committee Officer: Callum Galluzzo

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ITEM	NARRATIVE	DEADLINE
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Member Agenda Statements	Other Members may make statements at meetings in relation to reports on the agenda. A request to address the committee must be received 2 clear working days prior to the meeting. The Member has a maximum of 3 minutes to address the committee. A period of 30 minutes (Chair's Discretion) is allocated for Member Statements.	12 Noon Tuesday 5 th September 2023

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Minutes of a meeting of the Planning Committee (North)

At 7.00 pm on Wednesday 2nd August, 2023 in the
Council Chamber, Corby Cube, George Street, Corby, NN17 1QG

Present:-

Members

Councillor Wendy Brackenbury (Chair)

Councillor Charlie Best

Councillor Cedwien Brown

Councillor Robin Carter

Councillor Alison Dalziel

Councillor Dez Dell

Councillor Geoff Shacklock

Councillor David Sims

Councillor Joseph John Smyth

Councillor Keli Watts

Officers

Jasbir Sandhu Development Services

Sunny Bains Development Services

Olawale Duyile Development Services

Emma Granger Legal Representative

Callum Galluzzo Democratic Services

11 Election of Chair

It was proposed by Councillor Brown and seconded by Councillor Cater that Councillor Brackenbury be elected chair of the Planning Committee (North).

RESOLVED That Councillor Wendy Brackenbury be elected as chair
of the Planning Committee (North)

12 Apologies for non-attendance

Apologies for non-attendance were received from Councillors Kevin Watt, Mark Dearing and Simon Rielly.

It was noted that Councillor Anup Pandey, Paul Marks and Ross Armour were present as substitutes.

13 Members' Declarations of Interests

The chair asked members to declare any interests on items present on the agenda.

Councillor David Sims declared a pecuniary interest in item 5.1. It was noted that Councillor Sims would leave the room during deliberation of this item.

14 Minutes of the meeting held on 7th June 2023

RESOLVED

that the minutes of the meeting of the Strategic Planning Committee held on 5th April 2023 be approved as a correct record.

15 Applications for planning permission, listed building consent and appeal information*

The Committee considered the following applications for planning permission, which were set out in the Development Control's Reports and supplemented verbally and in writing at the meeting. Eight speakers attended the meeting and spoke on applications in accordance with the Right to Speak Policy.

The reports included details of applications and, where applicable, results of statutory consultations and representations which had been received from interested bodies and individuals, and the Committee reached the following decisions:-.

16 NK/2023/0254

Members received a report about a proposal for which planning permission was being sought to convert only the first floor of the 2-storey building from a private members' function room to a 6 bed, 6 person House in Multiple Occupation (HMO) at 4 Church Street, Burton Latimer for Mr G Tomkins Cycle Developments. The associated works included the partial demolition of an existing lean-to structure, and replacement with new timber clad lobby, external timber cladding to existing staircase. new first floor window on the north elevation, the installation of new pedestrian access gate and the creation of refuse collection / storage points and cycle storage. It was noted that the ground floor of the building was not part of the proposal and would continue to function as a members' room.

The Development Officer presented the report which detailed the proposal, description of the site, the planning history, relevant planning policies, outcome of consultations and an assessment of the proposal, providing full and comprehensive details.

It was recommended that planning permission be granted, subject to the conditions set out in the committee report.

Requests to address the meeting had been received from Jess Brosnan, Claire Salter and Fergus McDonald, third party objectors to the proposed development. Requests to address the meeting were also received from Cllr Jenny Davies, Burton Latimer Town Councillor, Cllr Jan O'Hara, ward councillor and Greg Tomkins, the applicant and the Committee was given the opportunity to ask questions for clarification.

Jess Brosnan addressed the committee and raised concerns regarding the loss of privacy, noise pollution and the potential for anti-social behaviour associated with the proposed development. Objections were also raised due to the lack of associated parking and highways safety.

Claire Salter addressed the committee and raised objections to the proposed development due to the lack of safe access to the development. Concerns were also raised due to the loss of privacy and lack of parking amenity.

Fergus McDonald also addressed the committee and raised concerns regarding the lack of parking amenity and questioned the timing of the associated car parking survey. Concerns with regards to highways safety and fire safety were also raised.

Cllr Jenny Davies addressed the committee as a representative of Burton Latimer Town Council. Cllr Davies raised safety concerns surrounding the proposed development and objected to the detrimental impact the application would have on the surrounding community.

Cllr Jan O'Hara attended the meeting and addressed the committee as a ward councillor for the proposed development. Cllr O'Hara stated that the application was inappropriate and out of character in comparison to the surrounding area. Parking, highways and fire safety concerns were also raised by the councillor.

Greg Tomkins addressed the committee as the applicant for the proposed development and stated that the application would bring the building back from a poor state of repair where there would be no major changes to the exterior. Considerations had also been given to replacing the existing permitter fencing.

The Chair invited the Committee to determine the application

Members raised concerns regarding the lack of consultation response from Northamptonshire Police and the potential for anti-social behaviour at the proposed development. Concerns were also raised by members in relation to parking and the associated impact on neighbouring amenities. Objections were also raised by members in relation to highways safety.

Following debate it was initially proposed by Councillor Best and seconded by Councillor Smyth that the application be refused contrary to the officer's recommendation however the proposal was withdrawn due to the lack of material planning consideration associated with the reasons for refusal.

it was then proposed by Councillor Dalziel and seconded by Councillor Armour that the application be approved in line with the officer's recommendation. Members voted on the proposal to approve the application.

(Voting For, 4 Against 7)

The members proposal to approve was therefore lost.

it was then subsequently proposed by Councillor Brown and seconded by Councillor Carter that the application be deferred in order to seek further consultation feedback from Northamptonshire Police in relation to anti-social behaviour.

It was **RESOLVED** that:

That the application be DEFERRED.

(Members voted on the motion to defer the application)

(Voting: For 9, Against 1, Abstention 1)

The application was therefore
DEFERRED

17 NE/22/00954/OUT

Members received a report about a proposal for which outline planning permission was being sought for the erection of a two-storey dwelling with all matters reserved expect for access at Ashfield, Main Street, Cotterstock for Harold Ashby Deceased Will Trust. It was noted that the existing access (south-east of the site) off Main Street would remain and serve the host dwelling (known as 'Ashfield' – north of the proposed dwelling) whilst a separate access also off Main Street and near the existing access would be created for the proposed dwelling.

The Development Officer presented the report which detailed the proposal, description of the site, the planning history, relevant planning policies, outcome of consultations and an assessment of the proposal, providing full and comprehensive details.

It was recommended that planning permission be granted, subject to the conditions set out in the committee report.

Requests to address the meeting had been received from Paul Brooker, Cotterstock Parish Meeting and Lauren May, the agent on behalf of the applicant and the Committee was given the opportunity to ask questions for clarification.

Paul Brooker attended the meeting and addressed the committee as a representative of Cotterstock Parish Meeting and stated that following initial concerns raised by the Parish Meeting, with additional conditions concerns had been addressed and that assurances were present for the proposed development.

Lauren May addressed the committee as the agent on behalf of the applicant and stated that the proposed development had addressed initial concerns regarding backland development and that reserved matters would follow the outline planning application.

The Chair invited the Committee to determine the application

Members then agreed that the proposed development was satisfactory and saw no issue with approving the application as per the officer's recommendation.

Following debate it was proposed by Councillor Smyth and seconded by Councillor Sims that the application be approved in line with the officer's recommendation.

It was **RESOLVED** that:

It was agreed that the application be **APPROVED** subject to the following conditions and subject to the conditions set out in the committee report

1. Details of the appearance, landscaping, layout and scale (hereinafter called The Reserved Matters) shall be submitted to and approved in writing by the Local

- Planning Authority before any development begins and the development shall be carried out as approved
2. Application for the approval of the reserved matters must be made not later than the expiration of three years beginning with the date of this permission.
 3. The development hereby permitted shall begin before the expiration of 2 years from the date of approval of the last of the Reserved Matters to be approved.
 4. Prior to the first occupation of the development the proposed access shall be laid out in accordance with the approved plan (RHC-22-102-01 and KA44546-BRY-ST-PL-A-03-A), surfaced in a hard bound material and drained within the site. The access, surfacing and drainage shall thereafter be maintained and retained as such in perpetuity (notwithstanding the provisions of Schedule 2, Part A, Class F of The Town and Country Planning (General Permitted Development) (England) Order 2015, or any instrument revoking or re-enacting that Order).
 5. The details to be submitted for approval in writing by the Local Planning Authority relating to Condition 1 above shall include full details of external lighting to be installed. The details shall include (but not limited to) position, number and type of external lighting as well as product specification. The development shall thereafter be carried out in accordance with the above details and maintained and retained in perpetuity.
 6. The details to be submitted for approval in writing by the Local Planning Authority relating to Condition 1 above shall include full details of the biodiversity enhancement measures. The details shall include (but not limited to) position, number and type of enhancement measures as well as product specification. The development shall thereafter be carried out in accordance with the above details and maintained and retained in perpetuity.
 7. No trees, shrubs or hedges within the site which are shown as being retained on the approved plan (KA44546-BRY-ST-PL-A-03-A) shall be felled, uprooted, wilfully damaged or destroyed, cut back in any way or removed without the prior written consent of the Local Planning Authority: any trees, shrubs or hedges removed without such consent, or which die or become severely damaged or seriously diseased within 5 years from the completion of the development hereby permitted shall be replaced with trees, shrubs or hedge plans of similar size and species unless the Local Planning Authority gives written consent to any variation.
 8. The details to be submitted for approval in writing by the Local Planning Authority relating to Condition 1 above shall include drawings showing the slab levels and finished floor levels of the buildings in relation to the existing and proposed ground levels of the site, the ground levels of the surrounding land and the slab and finished floor levels of the surrounding properties as well as identifying the proposed ridge height levels and the ridge heights of all neighbouring properties have been submitted to and approved in writing by the Local Planning Authority. Development shall thereafter be implemented in accordance with the approved details.

9. The development hereby permitted shall be carried out in accordance with the approved plans as follows:

Location Plan - KA44546-BRY-ST-PL-A-01

Site Plan - KA44546-BRY-ST-PL-A-03-A

Access Plan - RHC-22-102-01

(Members voted on the officers' recommendation to approve the application)

(Voting: Unanimous)

The application was therefore

APPROVED

18 Delegated Officers Report

None

19 Exempt Items

None

20 Close of Meeting

The meeting closed at 8.26 pm

Chair

Date



North Northamptonshire Planning Committee (North) 6th September 2023

Application Reference	NC/23/00041/RVC106
Case Officer	Robert Young
Location	Little Stanion Development Corby
Development	Proposed variation of s106 agreement dated 28 th August 2016 relating to LPA ref: 04/00442/OUT dated 5 th July 2006 and LPA ref:17/00702/DPA (Detailed) dated 21 st May 2018 for 66 residential units, retail space and community hall known as the Multi Use Square Development and 17/00703/OUT dated 6 th September 2018 concerning outline planning permission for the erection of not less than 99 dwellings, and a maximum of 135 dwellings plus landscaping and associated works.
Applicant	JME Developments Ltd
Agent	iPlan Solutions Ltd
Ward	Little Stanion
Original Expiry Date	8th February 2023
Agreed Extension of Time	1st October 2023

List of Appendices

- Appendix A** – Town and Country Planning Act 1990 s106 agreement 2016 and applications 17/00703/OUT and 17/00702/DPA and original decision 04/00442/OUT
- Appendix B** – Plan of the Proposed Community Building E Plan no. 1616-P-1001
- Appendix C** Applicant's Viability statement (Aspinall Verdi) 2021 and March 2022
- Appendix D** Council's Viability Assessor White Land Strategies Response Statement dated 21st September 2022
- Appendix E** Masterplan and Village Square Context Plan
- Appendix F** Applicants projected phasing programme for the final phase of residential development.

Background Papers

Appendix G - Applicants (Gatesby) Supporting Statements

Scheme of Delegation

This application is brought to committee because it falls outside of the Council's Scheme of Delegation and relates to a major development and a s106 variation application which concerns the delivery of a community asset (Village Hall and Football Pitch), amendments to two current obligations, wider viability issues, and legal matters to be considered.

1. Recommendation

Recommendation A

- 1.1. That planning permission be GRANTED to vary the terms and conditions of the current s106 agreement related to planning permission 04/00442/OUT dated 5th July 2006 varied on the 28th August 2016 and permissions 17/00702/DPA dated 21st May 2018 and 17/00703/OUT dated 6th September 2018. The s106A to be varied under LPA ref: NC/23/00041/RVC and completed within 3 months of the date of the Committee's decision.
- 1.2. That should the variation of the Section 106 Legal Agreement not be completed within 3 months or other date to be agreed, that it be delegated to Executive Director of Place and Economy to REFUSE permission for the s106 variation.
- 1.3. That the proposed modifications to the s106 obligations are only acceptable subject to the following :-
- 1.4. The applicant to agree to the implementation of an important element of the original agreement, being the construction of the community hall, following assessment of the updated viability statements of the Applicant and Council's appointed viability consultants, but to ensure enforceability of the following terms on the following terms:
 1. The transfer of land for the Community Hall and parking area known as Block E on plan 1616-P1001 to either the Council, Parish Council or an appointed management company prior to the commencement of the final residential phase (84 units) of the Little Stanion Development.
 2. That the applicant agrees to provide a sum on deposit in the sum of £1.2m in line with the applicant's submitted cost details for the construction of the village hall and parking area and vehicular and pedestrian access thereto as previously granted permission.
 3. The Football Pitch to be constructed within 3 months of the completion of s106A variation agreement.
 4. Landscaping to be carried out within the first available planting season in a scheme to be agreed by the LPA following completion of the Town and Country Planning Act 1990 s106 A agreement.

1.5 Recommendation B

That the proposed s106 variation sought by the applicant to omit planning obligations set out in para 2.2 of the report be refused. This would be due to a risk that the applicant's proposed phasing of the residential development over a 5- year period without pre-payment and a land transfer for the village hall would not enable the Council to recover the funds related to the remaining planning obligations. As a consequence, the applicant's proposal may fail to deliver the construction of the Village Hall and Football pitch.

2. The Proposal

- 2.1 The applicants are JME Developments Ltd civil engineers for the previous developed phases of the Little Stanion residential development, now freeholders of the final phases of the development.
- 2.2 The applicant seeks to modify the s106 agreement related to 17/00702/DPA and 17/00703/OUT (**Appendix A**) with a proposed s106 variation agreement. The relevant Town and Country Planning Act 1990 s106 planning obligations a roof tax and uplift clause proposed to be modified /omitted are as follows:
- a) " The Little Stanion Community sum" which equates to £11,000 for every dwelling to be used for reimbursing the public purse towards the costs of the Little Stanion Primary School;
- b) The Little Stanion Up-lift sum " defined as a sum equal to 34% of the additional dwelling sales profit, also contributing as above towards the costs of the primary school.
- c) The applicant undertakes upon the Council's acceptance of the omission of the two key obligations (in a) and b) above) to proceed to complete the final phases of development (84 units plus building C for 22 flats and 2 retail units). The applicant then confirms that this will fund the construction of the community hall (Building E on plan1616-P100I (**Appendix B**)

Viability Issues-Applicant's perspective

- 2.3 The scheme has been subject to a number of viability assessments since its original start on site. The latest viability assessment commissioned by the Applicant was produced and submitted by Aspinall Verdi in 2021 and updated in April 2022 and has since been added to by the applicant Solicitors Gatesby. The applicant viability consultant contends that the final phase would not be considered viable if the above two s106 obligations were complied with.

The applicant seeks the removal of the above two s106 obligations, which they contend would make it financially viable to complete the final phase of residential development (84 dwellings) plus the final phase of the Village Square and the construct the village hall (Building E).The proposed building is identified on the Village Centre Plan

The applicant's solicitor/agent advises that if the s106 variation is not approved, then the applicant considers that the obligation trigger points in the current s106 agreement could not be met. As a result, the final phase of development would stall and without the revenue stream the Community Hall would not be constructed.

- 2.4 In addition, there is the matter of the football pitch provision and landscaping of the final phase of development, the latter though which is safeguarded by 2016 s106 variation and by planning condition.

Council's Viability Assessment

- 2.5 The Council commissioned an independent viability assessment of the Aspinall Verdi submission. White Land Strategies was instructed by the former Corby Borough Council to undertake a viability appraisal of the residential and retail and community development proposed on the Little Stanion site, in Corby. The latest viability review was undertaken in 2021/2 due to ongoing viability matters identified by the applicant's viability assessor Aspinall Verdi. This assessment had followed the 2019 viability assessment. Both reports with conclusions are appended under (**Appendix C and D**). The key conclusions of the Council's viability response is set out in the main part of this report. In summary, members are being asked by the applicant to agree a number of variations which exclude any further financial obligations other than to secure the construction of the community hall and football pitch.
- 2.6 The current review by White Land Strategies is dated 21st September 2022 with further minor updates related to this s 106A application. It is understood, to have been submitted to demonstrate that viability issues have not changed since 2019. The 2022 submission by Aspinall Verdi consisted of the 2 appraisals. The NPPF allows for an Applicant to submit an appraisal with a reasonable sum of money allocated to the land value. Aspinall Verdi submitted one appraisal with the Land Value (at £1,342,000) included plus a s106 contribution of £1,980,000 to reflect the Consent with approved obligation contributions. The second appraisal assumed no land value and no s106 contribution in order to demonstrate that the contributions could not be met even if land value was excluded. The scheme proposed is for 99 houses on Parcel 5, 66 apartments and 15 houses on Parcel 6(the latter already constructed. The village Square development – Building C -22 flats and 2 retail units and 66 flats of which 22 remain to be constructed plus the Community Hall (400m2) Context Plan (**Appendix E**).
- 2.7 The independent assessor concluded that the assumptions considered by Aspinall Verdi in their appraisals were reasonable on the whole. The NPPF allows for the applicant to receive a reasonable profit allowance within the appraisal. The applicant contends that removal of the requested financial obligations is required to allow for an NPPF compliant profit and importantly in order to facilitate the construction of the Community Hall, plus some sports pitches. The applicant's viability statement (dated March 2022) and its conclusions has been agreed by the Council's viability assessor. Since the

Council's assessment of the updated Viability Statement in March 2023 interest rates have increased substantially.

The applicant considers that this has further affected the financial position of his company which has not improved increasing the development risk.

Current Viability Position

- 2.8 The applicant was required to provide further information on the costs apportioned to the infrastructure and the village hall as these not backed up by evidence in the case of the infrastructure and the village hall was an estimated cost without a specification.

White Land Strategies assessed the response against the original report. The original cost submitted by Aspinall Verdi for the Village Hall was £1,035,300. The QS review submitted for the 2023 cost justification was provided as a range of £1,085,014 to £1,395,626 depending on the indices used.

The specification for the Village Hall is key to understanding the costs as to whether the specification is what the Council expect/want or rather what does the community expect/want because if the specification is correct then the costs flow from that and the best comparison is then a rates-based approach.

On that basis the price quoted in the 2023 update would suggest that their original cost estimate was about right in today's money. White Land Strategies concluded that no adjustment to the cost estimate for the Village Hall in the viability appraisal would be necessary. In that regard the original cost estimate could be considered high but equally in current day it is not unreasonable.

- 2.9. In terms of the infrastructure costs White Land Strategies concluded that these were less referenceable to a dataset such as the Building Cost Information Service (BCIS). To really analyse these costs a Quantity Surveyor would be needed to query the Applicant's QS rates. The quantities would need a review as much as the rates estimates do.

- 2.10 White Land Strategies was only able to undertake a high-level review of these costs and concluded in the absence of a QS review that the applicant's costs estimate for the roads appeared within the expected range for similar roads considered on other FVA studies undertaken (assuming the linear metre costs provided are correct).

The prelims/Overheads & profits rates were considered too high were reduced by WLSL however this reduction would not lower the 2023 cost to a figure below the FVA assessment submitted by Aspinall Verdi.

- 2.11 On the two points therefore White Land Strategies concluded that it would be difficult to suggest that the Applicant/Aspinall Verdi FVA submission is unreasonable.

It is arguable that the original Village Hall estimate was likely too high but at current day pricing it is likely reasonable subject to agreeing a specification. Regarding the infrastructure costs they would appear reasonable subject to

someone measuring the quantities to which the rates are applied. On balance the 2023 submission cost estimates are not unreasonable.

- 2.12 In the context of the original FVA the NPPF allows for the applicant to assume a land value. The 2023 assessment would show that there is only marginal surplus if no land value allowance is assumed. As the NPPF allows an Applicant a reasonable land allowance even if there were a cost reduction the Applicant would be within their right (in NPPF terms) to call for the land value to be taken into account which would reduce any surplus identified.

As it stands the Village Hall costs would be recommended to remain as per the FVA. The infrastructure costs could arguably be adjusted upwards worsening viability unfortunately.

Principle of Development

- 2.13 The principle of the development of the site and the final phases have already been established through approval, firstly the outline application in 2006 and subsequent reserved matters for development phases, the s73 variation and discharge of conditions. The key matters for consideration are the applicant's proposed modifications/variations to the s106A agreement completed in 2016, when the previous owners Silent Pride Ltd were in administration. This followed the financial crash in 2008. This application had been brought forward by Silent Pride Ltd following the cessation of administration agreement of a modified S106a (04/00442/OUT dated 28.08.2016) with the Administrator, linked to the original permission.

Village Square Current Progress

- 2.14 The relevant permissions linked to the extant s106A agreement are as follows:

i) LPA ref: 17/00702/DPA, a detailed permission granted on 21st May 2018 for 66 2-bedroomed apartments, (Blocks A-D),588m² of retail space ground floor, of Blocks D already constructed. This leaves the community building to be constructed on parcel E.

- 2.15 Blocks A and B are completed and occupied, the retail food store Block D is now complete, and operational. Block C comprising 22-2 bedroomed flats and two Retail units 78m² and 85m² plus 33 car parking spaces has not been constructed.

Drawing 1616-P100 Rev D comprises the approved layout with approved drawings for Block C, the Village Centre Layout are relevant.(Appendix G)

- 2.16 **Parcel 5 and 6 for Residential Development Only**

ii) LPA ref: 17/00703/OUT an outline permission granted for a minimum of 99 to maximum of 135 dwellings. This projected final phase will comprise 84 dwellings, as yet is not constructed. Parcel 6 is complete with 15 dwellings all

sold. This makes a total of 99 dwellings when complete.

- 2.17 To date, the current situation for Parcel 5 and 6 leaves a total of 84 residential units on parcel 5 to be constructed, completed and occupied. The applicant contends that if the development phasing is not progressed and completed and the current planning obligations remain unmodified would be the loss of the community hall project unless funded separately. In discussions with the applicant, it is anticipated that the football pitch and landscaping will remain as a commitment to be delivered.

The lack of viability in this case to deliver the key financial obligations has been evaluated by the Council's viability statement in response referred to later in this report.

The Current S106 Agreement

- 2.18 The s106 agreement which the applicant now seeks to vary relates to two permissions described in para 2.1 being an outline planning permission granted in September 2018 circa 99 dwellings with associated infrastructure across the two parcels of land. Plus, a detailed application 66 dwellings retail centre granted in 2018 and partly complete. The host outline permission was granted in 2006.

The applicant advises that construction works have continued to a point where any further development would trigger the specific obligations which the applicant contends would make the final phases of the Little Stanion development unviable.

- 2.19 To date, the current situation for both sites, leaves a total of 84 residential units to be constructed, completed and occupied plus Buildings C and E within the Village Hall development. The applicant states that if the development phasing was not completed, it would be unviable to construct the community hall project. Officers can confirm that this does not include the football pitch and landscaping.

The lack of viability in this case to deliver the other financial obligations is supported by the Council's viability statement in response to the applicant's viability statement referred to later in this report.

Applicant's Proposed s106a Modifications

- 2.20 The applicant's intention is to complete the final phase of the Little Stanion development, which will then facilitate the construction of the Community Hall the football pitch and landscaping would not be effected. This as contended by the applicant can only be facilitated by modifying the s106 agreement omitting the following contributions:-

1. The applicant supported by their viability statement seeks to remove the Little Stanion Community sum being £11,000 for each dwelling completed towards part reimbursement of some of the costs for the Little Stanion Primary School. Total contribution ...

2. Deletion of the Little Stanion Up-lift sum defined as a sum equal to 34% of the additional sales profit, also as a contribution towards the pre-incurred costs

of providing Little Stanion Primary school.

- 2.21 The applicant considers that without the removal of these historic costs obligations, the other obligations the delivery of the community hall and football pitch would be unlikely to be met.

The Planning Obligations- Legal Perspective

- 2.22 In planning law terms, the key issue is whether the proposed s106 variation will meet the s106 obligation tests set out in the NNPf Para 56 and in s106 of the Town and Country Planning Act 1990 as amended. Then whether the amended obligations would serve a useful purpose compared to the extant s106 agreement. This then needs to be balanced with the viability outcomes.

In this case both the applicant's and Council's' viability assessors agree that the final phasing would not be viable if the obligations referred to in above para 2.20 were enforced.

The applicant advises that this would result in the development stalling and by default, the community hall not being constructed.

- 2.23 The lack of viability in this case to deliver the other financial obligations is supported by the Council's viability statement in response to the applicant's viability statement referred to later in this report.

Background to the current development situation

- 2.24 As a further outline planning application, it stands apart from the previous scheme; albeit that the previous extant and partially delivered approval is a material consideration. A further two applications have also been approved by the Local Planning Authority (LPA) 17/00702/DPA, and 17/00703/OUT – detailing plans for further residential phases, public open space, and a new village centre(residential retail and a community hall).

3 Site Description

- 3.1 The application site comprises 4.02ha of land which is split over two parcels at Little Stanion, Corby. Little Stanion New Village is located to the southeast of the town of Corby, and is accessed via the A43 and Long Croft Road. The topography of the site is such that there is a drop from north to south. The parcel of land is
- 3.2 The application site forms part of a much larger residential site of 935 dwellings in total. The main site comprises various phases of residential development (houses and flats totalling 935 dwellings including 1,2, and 3 bedroomed dwellings ,2 bedroomed apartments, plus a primary school, and a recently constructed Village retail and residential centre.
- 3.3 A proposed community hall, which formed part of the 2016 s106 obligation has not been constructed (see appendix C). Also, the primary school was built

in 2018 with the former County Council funds which were not subsequently reimbursed by the previous applicant/owner.

- 3.4 Plus, in March 2023 the temporary retail food shop was replaced by a modern brick-built retail food store situated in the ground floor of Block D, which also comprises 30 2-bedroomed flats.
- 3.5 In terms of construction works, the applicants have advised that 84 dwellings are constructed without the impediment of the above-mentioned contributions then the community centre and sports pitch will be constructed.
- 3.6 The application site falls within extant permission (04/00442/OUT) with a modified s106 agreement following the previous owners Silent Pride Ltd entering into administration when the site was set aside for residential development. It forms part of the wider Little Stanion New Village. The two parcels are the subject of an extant planning permission under 04/00442/OUT dated 28th August 2016, and set aside predominantly for residential development.
- 3.7 The parcels forms part of the wider Little Stanion New Village. The larger part of the two parcels is situated to the East of the wider site and the second parcel is set to the South of the subject site both, are vacant and undeveloped, cleared by the developer in anticipation for the commencement of developing the site. The applicant is not seeking any substantive changes to the proposed layout or designs but seeks to vary the current s106 agreement and omit two key planning obligations described in page 1 para 2.2.

Relevant Planning History

- 3.8 The relevant planning history is as follows: -

04/00442/OUT (Residential Development of not more than 970 dwellings; public open space, primary school and community facilities, associated development including provision of roads and infrastructure, access from Longcroft Road) – Approved 05/07/2006 - Various Reserved Matters and Condition discharges related to 04/00442/OUT. Primary School completed in 2018 and Tesco Food store now open in March 2023 (Block D).

- 3.9 17/00703/OUT- Outline planning permission for the erection of between 99 dwellings and no more than 135 dwellings, landscaping and associated works granted permission 6th September 2018.(*known as Parcels 5 and 6*)

17/00702/DPA Detailed planning permission for the erection of 66 2-bedroomed apartments split between Blocks A-D, 598m² of retail space within block C and D, plus a Community hall granted permission on the 21st May 2018.(*Community Hall (not constructed)*).

19/00541/REM reserved matters approved for 15 dwellings dated 19th March 2020 linked to 17/00703/OUT. (*Parcel 6 since constructed*)

21/00031/REM reserved matters approval dated 26th July 2021
S.73 variation of condition applications approved, amending the main planning permission 17/00702/DPA.

20/00301/RVC Condition 13 was amended by planning permission on 12 November 2020.

20/0059/RVC Condition 14 was amended by planning permission on 23 March 2021.

20/00551/NMA approved 6th January 2021.

NC/21/00034/RVC s.73 application granted permission dated 26th July 2021 linked to Parcel 5 residential phase.

NC/22/00078/RVC related to Block C (not constructed) granted permission on 1st June 2022 for ground floor retail floorspace to be subdivided in to 2 units.

17/007/702 /DPA -condition 16 concerning street lighting was approved on 11th March 2021

- 3.10 NC/23/00199/RVC under consideration relating to amendments to Block C prior to construction. (**Current Variation Application**)

4 Consultation Responses

- 4.1 Council Consultation Newspaper advertisement/notification, as this involves a s106A variation application. It relates to a modification of agreed terms to the extant s106 agreement completed in 2016 between Silver Pride Ltd who were in administration at that time and the administrator/receiver and the former Corby Borough Council.

4.2 Parish/Town Council

Little Stanion Parish Council have expressed a number of concerns relating to failure by the applicants to construct the community hall, the football pitch and management issues relating to public open space. Plus, concerns about previous financial management of the development.

The Parish Council's key concerns are as follows:

Key changes to the original S106 in 2016

In order to produce a viable scheme for JME to continue with the development and exit administration [in 2016] a number of key changes were made to the original S106 [2006 version]. The key changes to improve JMEs viability involved allowing additional houses and apartments to be built, these are covered in planning applications: 17/00702/DPA [Apartments etc] and 17/00703/OUT [Additional houses].

The additional houses required extra land to build on, this resulted in:

1. Loss of some of the designated Public Open Space; Some of this land is on Brecon Close, where the 15 new houses have been built; The rest is within the as yet undeveloped area.

2. The loss of the 1 acre site for the Community Centre [Village Hall] with associated outside space; The Community Centre [Village Hall] was relocated to the centre of the roundabout, with no useable outside space for events.

3. The loss of the football pitch. It was originally promised that it would be relocated to another part of LS; however, it 'disappeared' in a subsequent planning application.

Additionally, the Parish Council state that following key changes occurred:

1. A reduction in s106 financial contributions, from circa £5.8m to circa £2m. [For, partial, funding of the construction of the Primary School, to be collected via a 'roof tax' of £11k per property].

2. All requirements for the provision of affordable housing were removed.

3. The change in the ownership and management of the Public Open Space. The change in the ownership and management of the Public Open Space, was the most controversial

In the original S106[2006] the Public Open Space was to be owned and managed by former Corby Borough Council - it would be paid for out of the normal council tax with no additional management fee.

Instead, when the S106[2006] was revised in 2016 the ownership and management of the Public Open Space was given to a private company: Little Stanion Farm Management Company. With the associated management charge in addition to the council tax.

The management company has transferred large sums of money to the development company. The decision to allow these changes was rather controversial, it was only passed on the casting vote of the chairman of the Development Control Committee

4.3 Neighbours/Responses to Publicity

One objection from a local resident expressing a number of concerns summarised as follows:-

The monies this developer wishes to be let off of was already blocked by the previous authority so it would be incorrect for NNC to not uphold the same.

1. The monies this developer want to be let up of, both the roof tax and the uplift payment is public money, money that belongs to all the tax payers under NNC, therefore if he is let off of these payments, in effect the tax payers are funding his building, a number of properties have already been sold and occupied, has the funds been paid over for these? At the time of writing, it now

is evident that Tesco have taken possession of one of the shop units, have funds from this been paid?

2. Comments redacted
3. Comments redacted
4. Concerns about speeding along Longcroft Road, Longcroft Road has no form of speed control (Part redacted.)
5. Concerns about CCTV (since resolved).
6. Omission of sports pitch as an obligation in the original S106 agreement not delivered.
7. A cycle path to Great Oakley was promised, never delivered.
8. Lack of a village sign.
9. In another application a completion date for the village hall was given to CBC this passed some two years apocenters about continual delays.
10. Concerns that the development has never been monitored.
11. Considers that in the past various objections were made both by residents and the Parish Council to the old CBC, these were totally ignored.
12. The viability report shows a short fall of around seven million, even if the developer is let of the circa two million, were to the other five million going to come from, it is clear that this development is and always has been under capitalised, to the detriment of the residents.
13. Despite promises and agreements sections of both highway and pavement still remain unfinished and in a dangerous condition, I am aware that persons have fallen over because of this, and I am given to understand that the developer have done nothing to rectify this, against health and safety?
14. Comments about the applicant redacted.
15. Concerns about the operation of the Little Stanion Management Company part redacted.
16. Concerns about continued delays in completing the development phases.

4.3 Local Highway Authority (LHA)

No matters identified by officers related to the S106 variation.

5 Relevant Planning Policies and Considerations

5.1 Statutory Duty

Planning law requires that applications for planning permission must be determined in accordance with the Development Plan unless material considerations indicate otherwise.

5.2 National Policy

National Planning Policy Framework (NPPF) (2021)
National Planning Practice Guidance (NPPG)
Town and Country Planning Modification and Discharge of Planning Obligations)Regulations 1992 as amended (1993).

NPPF 2021– Paras Para 57 states “Planning obligations must only be sought where they meet all of the following tests:

- a) necessary to make the development acceptable in planning terms;
 - b) directly related to the development; and
 - c) fairly and reasonably related in scale and kind to the development.”
- This is set out in the CIL Regulations 2010.
Planning Practice Guidance – Planning Obligations Para23b-020

5.3 North Northamptonshire Joint Core Strategy (JCS) (2016)

- Policy 1: Presumption in Favour of Sustainable Development.
- Policy 2: Historic Environment
- Policy 3: Landscape Character
- Policy 4: Biodiversity & Geodiversity
- Policy 5: Water Environment, Resources and Flood Risk Management
- Policy 6: Development on Brownfield Land and Land Affected by Contamination
- Policy 7: Community Services & Facilities
- Policy 8: North Northamptonshire Place Shaping Principles
- Policy 9: Sustainable Buildings
- Policy 10: Provision of Infrastructure
- Policy 11: The Network of Urban & Rural Areas
- Policy 12: Town Centres and Town Centre Uses
- Policy 15: Well-connected towns, villages, and neighbourhoods
- Policy 16: Connecting the network of settlements
- Policy 19: The Delivery of Green Infrastructure
- Policy 22: Delivering Economic Prosperity
- Policy 28: Housing Requirements
- Policy 29: Distributing of New Homes
- Policy 30: Housing Mix & Tenure

5.4 Local Plan –Local Plan 2 for Corby (2021)

5.5 Neighbourhood Plan – (N/A)

5.6 Other Relevant Documents

Town and Country Planning Act 1990 , 1993 Modification Regulations

The key issues for consideration are:

- Principle of Development
- Planning Obligations
- Delivery of the Community Building the Football pitch Landscaping

5.7 **Principle of Development**

The principle of the development of the main site and the final phases have already been established through approval of reserved matters, s73 variation and discharge of conditions. This is set out in the relevant planning history The key matters for consideration are the modifications to the s106 agreement

completed in 2016.

5.8 Town and Country Planning Act 1990 -s106 Matters

In planning law terms, the key issue is whether the planning obligations which were completed on the 25th August 2016 between the applicant and the former Corby Council would perform a useful purpose if modified as proposed by the applicant, JME Developments Ltd. The relevant Town and Country Planning Act 1990 s106 planning obligations agreed at that time (2016) to be modified, and or omitted as follows:

- a) “ The Little Stanion Community sum” which equates to £11,000 for every dwelling to be used for reimbursing the public purse towards the costs of the Little Stanion Primary School;
- b) The Little Stanion Up-lift sum “ defined as a sum equal to 34% of the additional dwelling sales profit, also contributing as above towards the costs of the primary school.
- c) The applicant upon the Council’s acceptance of the omission of the two key obligations in (a) and b) above) will then proceed to complete the final phase of development (84 units) plus Building C 22 flats and 2 retail units. The applicant has then confirmed that this enable the funding of the construction of the community hall (Building E). This should include the provision of a football pitch and landscaping.

5.9 Impact on Neighbouring Amenity

This is not a planning application public amenity has been addressed in the original outline permission from 2006, the two applications from 2017 mentioned in para 1.2. However, clearly the provision of the Village Hall, Football Pitch, and Landscaping would be an important social, environmental, and economic benefit to the local community.

6 Other Matters

- 6.1 Equality: As set out in the Equality Act 2010, all public bodies, in discharging their functions must have “due regard” to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard in particular to the need to:
 - a) removing or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;

- b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of other persons who do not share it
- c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low. Whilst there is no absolute requirement to fully remove any disadvantage the Duty is to have “regard to” and remove OR minimise disadvantage and in considering the merits of this planning application the planning authority has had due regard to the matters set out in section 149 of the Equality Act 2010. 15.0

6.1 Health Impact Assessment: Paragraph 91 of the NPPF 2021 states planning policies and decisions should aim to achieve healthy, inclusive, and safe communities and, specifically, criterion c) of this seeks to enable and support healthy lifestyles, for example, through the provision of safe and accessible green infrastructure, sports facilities, local shops, access to healthier food, allotments and layouts which encourage walking and cycling. It is considered that the proposal subject provision of the community hall football pitch and final phase for flats with ground floor retail is considered acceptable on health impact grounds.

7 Conclusion/Planning Balance

7.1 The development of the main site, post the administration phase in 2016 and final phases in 2023/4, have already been granted planning permission, but were subject to specific planning obligations agreed in 2016 primarily to recover costs to the public purse for the construction of the Little Stanion Primary School. Then obligations were agreed to provide the village/community hall, football pitch and landscaping remained as part of the varied s106 agreement.

Unfortunately, the former County Council never received the s106 funding from the previous developer BULA, then Silent Pride Ltd. Since that time, the applicant has commissioned viability statements by Aspinall Verdi which has been assessed as accurate and robust by the Council's viability consultant. In summary that the development is not viable based upon the current obligations contained in the 2016 agreement.

7.2 As the Council accept its viability consultant's conclusions that the development is not viable, the applicant contends that they cannot fulfil the obligation referred to in para 7.1 in respect of :-

a) “ The Little Stanion Community sum” which equates to £11,000 for every dwelling to be used for reimbursing the public purse towards the costs of the Little Stanion Primary School;

b) The Little Stanion Up-lift sum “ defined as a sum equal to 34% of the additional dwelling sales profit, also contributing as above towards the costs of the primary school.

7.3 To conclude, the planning history including the administration phases are complex. The above current obligations were agreed post the administration phase and would have delivered a sum to the public purse for the construction of the Little Stanion Primary school with the village hall completion by 2020.

Due to the current lack of viability the applicant advises that the final phase of the development would more than likely stall if the above obligations were retained in the 2016 s106 agreement. Therefore, the village hall, football pitch and landscaping would not be delivered.

- 7.4 The current phasing of the final elements of the development as set out in the latest correspondence from the applicant's agent (see background papers). The applicant seeks to deliver the residential development over a longer time span up to 2028. This increases the risk for the shorter-term delivery of the community hall and football pitch already much delayed. This has been addressed in the recommendations of this report.
- 7.5 If members agree to the s106 variation and the final phase of the Little Stanion development continues, it will be dependent upon the land transfer and the applicant providing the required sum to enable the construction of the Village Hall and football pitch prior to the commencement of the final residential phase. If not agreed in the Council's view would be likely to his will affect the Council's ability to recover the monies important to secure the construction of the Village Hall and the football pitch as per paras 1.1-1.4.

8 Recommendation

- 8.1 Officers recommend that the S106A agreement can be varied but on the terms and conditions as set out in paras 1.1 -1.4 of this report.
- 8.2 If members do not agree please refer to Recommendation B in Para 1.5 of this report.

Corby Borough Council

Deene House, New Post Office Square,
Corby, Northamptonshire, NN17 1GD

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PLANNING SERVICES

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**TOWN AND COUNTRY PLANNING ACT 1990,
Section 106A**

NOTICE OF THE MODIFICATION OF PLANNING OBLIGATIONS

Gateley Plc (RJZW)
Park View House
58 The Ropewalk
Nottingham
NG1 5DW

Our Ref:

Date: 25.08.16

Dear Sir

APPLICATION REF: 04/00442/OUT

Notice of Modification of planning obligations :

(i) agreement dated 4 July 2006 between Corus UK Limited (1) Corby Borough Council (2) and Northamptonshire County Council (3) in respect of Land South of Long Croft Road, Corby ; and

(ii) agreement dated 27 July 2008 between Silentpride Limited (1) Corby Borough Council (2) Northamptonshire County Council (3) and AIB Group (UK) Plc (4) in respect of part of the said land south of Long Croft Road, Corby ; and

(iii) agreement dated 6 September 2010 between Silentpride Limited (1) Corby Borough Council (2) Northamptonshire County Council (3) and AIB Group (UK) Plc (4)) in respect of part of the said land south of Long Croft Road, Corby

all made pursuant to Section 106 of the Town and Country Planning Act 1990

Applications :

(i) application to Corby Borough Council for modification of the said planning obligations in respect of the said land south of Long Croft Road, Corby dated 18 February 2016 by Silentpride Limited (in administration) and JME Civils Limited; and (ii) duplicate application made to Northamptonshire County Council in respect of the said land south of Long Croft Road, Corby dated 18 February 2016 by Silentpride Limited (in administration) and JME Civils Limited

In pursuance of the powers in section 106A (6) (c) of the above mentioned Act, the Borough Council as Local Planning Authority **HEREBY MODIFIES** the planning obligations specified in accordance with the submitted application as amended and duplicate application as amended in the terms set out in the schedule of modifications attached to this notice.



INVESTOR IN PEOPLE



Your attention is drawn to the NOTES overleaf

Yours faithfully



Director of Corporate Service

On behalf of Corby Borough Council

NOTES

(1) This Notice of the determination of applications pursuant to section 106A(8) is issued solely for the purpose of Section 106A of the Town and Country Planning Act 1990 (as amended).

(2) Northamptonshire County Council has arranged with Corby Borough Council for the discharge of its functions in respect of the duplicate application and authority to determine the duplicate application was transferred by Northamptonshire County Council to Corby Borough Council pursuant to section 101 of the Local Government Act 1972 by the Assistant Director Environment, Planning and Transport of Northamptonshire County Council on 24 August 2016 accordingly.

(3) If any further information is required in connection with this decision it may be sought from the Director of Planning Services, Corby Borough Council, The Cube, George Street, Corby, NN17 1QG. Please quote the reference number of this decision in any correspondence.

SECTION 106A TOWN AND COUNTRY PLANNING ACT 1990

Application to modify agreements dated 4 July 2006, 28 July 2008 and 6 September 2010

**relating to the development of land at Little Stanion Corby Northamptonshire
(the "Old Agreements")**

**SCHEDULE OF MODIFICATIONS:
PROPOSED REPLACEMENT TERMS**

This schedule of modifications sets forth in full the replacement wording of the recitals, operative clauses and schedules of the Old Agreements as proposed in this section 106A application

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THE REPLACEMENT RECITALS

The following recitals shall be substituted for the recitals contained in the Old Agreements:

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Old Site and the Residual Site are situated.
- 2 The County Council is a local planning authority and the local highway authority and the local education authority under the relevant enactments for the area in which the Old Site and the Residual Site are situated.
- 3 Silentpride Limited (registered company number 5860814) of Berry House 4 Berry Street London ("the Owner") is the freehold owner of the Residual Site which is registered at the Land Registry with title absolute under the title number NN269359 subject to the matters identified in the charges register thereto
- 4 The Old Site and the Woodland Areas are subject to or referred to in the Old Agreements.
- 5 The Owner and JME Civils Limited have submitted the Application to the intent that the Old Agreements shall be modified in manner hereinafter appearing.
- 6 The Old Agreements have been modified pursuant to section 106A(8) with effect from the issue of the Decision Notice in the manner set out herein.
- 7 The parties acknowledge that the Councils have agreed to forego benefits secured by the Old Agreements in reliance upon the willingness of the Owner to enter and be bound by the terms of this Agreement

THE REPLACEMENT OPERATIVE CLAUSES

The following operative clauses shall be substituted for the operative clauses contained in the Old Agreements:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions in column one shall have the meanings respectively ascribed to them in column two:

Column One

Column Two

“Acceptable Local Store Planning Permission”

a planning permission authorising the construction and use of the Local Store whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner;

“Acceptable NCB Planning Permission”

a planning permission authorising the construction and use of the NCB whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner;

“Acceptable Tata Land Contract”

a contract or option entitling the Owner or its nominee to acquire the Tata Land on terms acceptable to the Owner;

“Acceptable Tata Land Planning Permission”

a planning permission authorising Viable Tata Land Development granted in response to the Tata Land Application whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner;

“Act”

the Town and Country Planning Act 1990;

“Additional Dwelling Sale Profit”

the sum, (if any), calculated in accordance with the formula in Schedule 4, to be paid to the Council and the County Council within twenty one (21) days of the Additional Dwelling Sales Profit being agreed between the parties, (or in default of such agreement determined pursuant to the provisions of Clause 12), to be applied by the Council to the benefit of Little Stanion and or the residents thereof and the County Council for contributing towards the costs of Little Stanion Primary School;

“Application”

the application for modification or discharge of the Old Agreements submitted to the Council and the County Council on 18 February 2016 (as amended);

“Approved EVA”

the AspinallVerdi Viability Assessment of November 2015;

“Commencement of Development”

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure or construction site compounds, the temporary display of site notices or advertisements and for the avoidance of doubt any development carried out under a separate full planning

	<p>permission for enabling works including formation of levels, sustainable urban drainage systems, proposed landscaping and/or internal highways and "Commence Development" shall be construed accordingly;</p>
"Decision Notice"	<p>a decision notice issued pursuant to section 106A authorising the modification of the Old Agreements in the terms set forth in the Application;</p>
"Development"	<p>the development of the Residual Site pursuant to any Further Permissions or such other development as may be agreed in writing between the Council the County Council and the Owner from time to time;</p>
"Dwelling"	<p>any building intended to be occupied as a dwelling (including a house flat or maisonette) on the Residual Site to be constructed pursuant to a planning permission granted before the date of the Decision Notice or a Further Permission;</p>
"First Occupation"	<p>the date on which a Dwelling is first Occupied;</p>
"Further Applications"	<p>(i) the Tata Land Application; and</p> <p>(ii) any application for planning permission (including outline planning permission) for development on the Residual Site submitted after the date of the Decision Notice which shall not be required to exceed a maximum of 165 units of residential accommodation, 400 square metres (gross external area) for the Local Store and 400 square metres (gross external area) for the NCB;</p>
"Further Obligation"	<p>any planning obligation entered into under section 106 of the Act (whether in any case also made under other powers) in respect of development authorised by a Further Permission after the date of the Decision Notice;</p>
"Further Permission"	<p>any planning permission granted (in outline or in full) in respect of development defined in a Further Application;</p>
"Index"	<p>the All Items Index of Retail Prices issued by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed by the Council;</p>
"Interest"	<p>interest at two (2) per cent above the base lending rate of the National Westminster Bank Plc from time to time;</p>
"Little Stanion Community Payment"	<p>a sum payable once only in respect of each Dwelling being £11,000 (eleven thousand pounds) ~ LESS the aggregate cost of all the other planning benefits required to be paid to the Council or as the case may be the County Council, or provided in kind pursuant to any Further Obligation or payable by way of Community Infrastructure Levy when expressed on a 'per new housing unit' basis ~ which payment shall be used for contributing towards the costs of Little Stanion Primary School;</p>
"Little Stanion Up-lift Sum"	<p>a sum equal to 34% of the Additional Dwelling Sale Profit PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit which payment shall be used for contributing towards the costs of Little Stanion Primary School or such other matters benefiting the existing community occupying the Pre-Developed Land as the Council</p>

	and the County Council shall determine;
“Local Store”	a retail unit having a minimum gross external area of 400m2
“Local Store Planning Condition”	<p>(i) the grant by the Council of an Acceptable Local Store Planning Permission; and</p> <p>(ii) the expiry of a period of six weeks after the grant of an Acceptable Local Store Planning Permission unless within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Acceptable Local Store Planning Permission in which case this pre-condition shall not be deemed to have been satisfied until the final determination of such proceedings (it being understood that such proceedings shall not be deemed to be finally determined for the purposes hereof until the expiry of any period allowed for any application for leave to appeal or the expiry of any period allowed in which to appeal pursuant to such leave if required) PROVIDED THAT the an Acceptable Local Store Planning Permission shall not be quashed in such proceedings)</p>
“Management Scheme”	reasonable written particulars of the Management Entity including its corporate structure directors and officers and the mechanism of funding of the Management Entity demonstrating to the satisfaction of the Council that the proposed Management Entity can carry out the management and maintenance of the Public Open Space;
“Maintenance Scheme”	written particulars that are in general conformity with the specification appearing at Schedule 5 of this Agreement to be agreed by the Council in writing specifying the regime of maintenance of the Public Open Space to be followed by the Owner and subsequent to the transfer of the Public Open Space to the Management Entity by the Management Entity subject to any variations thereto as may be proposed in writing by the Owner and approved in writing by the Council from time to time;
“Management Entity”	Little Stanion Farm Management Company Limited (registered company number 06373075) of 1 Adelaide House, Corby Gate Business Park, Priors Haw Road, Corby, Northamptonshire, NN17 5JG which shall be responsible for the long term maintenance and management of the Public Open Space in accordance with paragraph 12 of the Fourth Schedule;
“New Masterplan”	<p>a high level description of the development within the Residual Site that is in general conformity with Plan 2 to be submitted no later than the date on which the first Further Application is made to the Council and which shows at a minimum the principal locations and main identifying features of:</p> <ul style="list-style-type: none"> i) areas of Public Open Space ii) childrens' play areas (local area for play, local equipped area for play, neighbourhood equipped area for play, and multi use games area) iii) playing field iv) NCB v) Local Store vi) areas for Dwellings vii) main access ways and main spine roads
“NCB”	a new community building having a gross external area of a minimum of 400 square metres to be constructed on the NCB Site

to a standard and specification to be agreed with the Council acting reasonably

“NCB Planning Condition”

(i) the grant by the Council of an Acceptable NCB Planning Permission; and

(ii) the expiry of a period of six weeks after the grant of an Acceptable NCB Planning Permission unless within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Acceptable NCB Planning Permission in which case this pre-condition shall not be deemed to have been satisfied until the final determination of such proceedings (it being understood that such proceedings shall not be deemed to be finally determined for the purposes hereof until the expiry of any period allowed for any application for leave to appeal or the expiry of any period allowed in which to appeal pursuant to such leave if required) PROVIDED THAT the an Acceptable NCB Planning Permission shall not be quashed in such proceedings);

“NCB Site”

a site in the village centre south of the existing primary school the precise location and parameters of which shall be determined through the submission of a planning application for the NCB PROVIDED THAT the NCB Site shall have a gross area of at least 400 m2;

“NCB Transfer Terms”

the transfer of the NCB shall take place on the following basis:

- 1 the consideration shall be the sum of £1 (one pound);
- 2 the transfer shall be subject to all encumbrances that exist on the date of the transfer (save for financial charges) and the reservation of such rights and easements for the benefit of the Residual Site and/or any adjoining land retained by the Owner as are reasonably necessary and required in connection with the Development TOGETHER WITH such rights and easements as are reasonably necessary and required for the use and enjoyment of the relevant land for the purposes for which it is being transferred;
- 3 the covenants on the part of the Council in the transfer instrument shall include the following covenants:
 - (i) not to use or suffer the NCB to be used other than for the purposes for which it is being transferred for the benefit of members of the public;
 - (ii) to maintain the NCB Site in a clean and tidy condition consistent with its use at all times;
 - (iii) not to build or allow or suffer to be built any building on the NCB Site;
4. the NCB Site shall be offered in a Serviced Condition;
5. the benefit of all manufacturer's and other warranties shall be assigned to the Council on the date of completion of the transfer;

and if the transfer of the NCB were to be agreed by the Owner and the Council to take the form of the grant of a long lease by the Owner to the Council these terms shall apply mutatis mutandis to

	the grant of the said lease accordingly;
“Oakley Vale Cycleway Link”	a cycleway linking the Old Site with Oakley Vale whose precise specification and route parameters shall be agreed or determined in accordance with this Deed;
“Occupation” “Occupy” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
“Old Agreements”	collectively the following: <ul style="list-style-type: none"> (i) an agreement between Corus UK Limited (1) the Council (2) and the County Council (3) under section 106 of the Act dated 4 July 2006 in respect of the Old Site; and (ii) an agreement between the Owner (1) the Council (2) and the County Council (3) and the Mortgagee (4) in respect of a part of the Site known as the ‘Berbank site’ under section 106 of the Act dated 28 July 2008; and (iii) a further agreement between the Owner (1) the Council (2) and the County Council (3) and the Mortgagee (4) in respect of that part of the Site known as the ‘Berbank site’ under section 106 of the Act dated 6 September 2010;
“Old Agreements Deficit”	the aggregate total of the quantified sums payable but not yet paid at the date of the Decision Notice to the Council or to the County Council pursuant to an agreement between Corus UK Limited (1) the Council (2) and the County Council (3) under section 106 of the Act dated 4 July 2006 in respect of the Old Site LESS the sum of £945,000 (nine hundred and forty-five thousand pounds) which was defined as the Community Facilities Contribution in the said agreement;
“Old Site”	the total site area bound by the Old Agreement of 4 July 2006 (which contains the Pre-Developed Land which is hereby released from liability under the Old Agreements pursuant to the Decision Notice) and which also contains the Residual Site in respect of which they remain enforceable subject to and in accordance with the modifications effected hereby;
“On-site Roads”	the carriageways footways and other infrastructure for the use of pedestrians or vehicles to pass and re-pass already partially constructed on the Old Site;
“On-site Sewers”	the drains and sewers already partially constructed on the Old Site to serve amongst other properties the Dwellings occupied on the Pre-Developed Land;
“OSH Specification”	a specification of works to on-site highways necessary and sufficient to make good on-site highways to an adoptable standard;
“OSH Programme”	a written programme setting out the time periods within which defined stages of the OSH Works are to be carried out;
“OSH Works”	works to on-site highways approved by the County Council as necessary and sufficient to make good on-site highways to an adoptable standard;

“OSS Specification”	a specification of works to on-site sewers necessary and sufficient to make good on-site sewers to an adoptable standard;
“OSS Programme”	a written programme setting out the time periods within which defined stages of the OSS Works are to be carried out;
“OSS Works”	works to on-site sewers approved by the Undertaker as necessary and sufficient to make good on-site sewers to an adoptable standard;
“Phase”	a phase of the Development to be submitted and approved as part of the relevant Further Application in relation to the Residual Site;
“Plan 1”	the plan annexed to this Agreement entitled “Little Stanion Farm Key Diagram ” drawing reference 1611-M01G;
“Plan 2”	the title plan in respect of registered title NN269359 a copy of which is incorporated herewith
“Planning Permission”	outline planning permission 04/00442/OUT dated 5 July 2006 whereby outline planning permission for residential and associated development was granted in respect of the Old Site;
“POS Application”	an application for planning permission for works to lay out or construct the Public Open Space for the benefit of existing and/or future residents of dwellings on the Pre-Developed Land or Dwellings on the Residual Site;
“POS Consultation”	such reasonable public consultation process as shall be agreed between the Owner and the Council (or determined in default of agreement pursuant to clause 12) in respect of the scope and nature of future Public Open Space Works to enable in particular the residents of Dwellings already constructed and occupied on the Pre-Developed Land a reasonable opportunity to express their opinions respecting the same;
“Practical Completion”	issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect and the terms “Practically Completed” shall be construed accordingly;
“Pre Developed Land”	that part the Old Site on which some residential development has already taken place being all of the Old Site other than the Residual Site;
“Provisional Up-lift Calculation”	a written calculation by the Owner in respect of whether and to what extent any Additional Dwelling Sale Profit arises including without limitation an appraisal summary substantially in the form of the Approved Appraisal Summary amended as required in order to record the outcome of the calculation of Additional Dwelling Sale Profit;
“Public Open Space”	the areas of the Residual Site indicated as open space or recreational areas shaded green or orange on Plan 1 the precise parameters of which are to be defined as such on a plan submitted by the Owner and approved in writing by the Council (or determined in accordance with clause 12) or such other area or areas of the Residual Site as shall be agreed in writing between the Council and the Owner from time to time;

“Reasonable Regulations”	such reasonable regulations as the Management Entity may impose from time to time for reasons of good estate management in the interests of the health safety and wellbeing of all those using the Public Open Space for lawful recreational purposes;
“Residual Site”	the part of the Old Site owned by Silentpride Limited and remaining within registered title NN269359 at the date of the Decision Notice as the same is shown for the purposes of identification on Plan 2;
“Serviced Condition”	In relation to the NCB Site the provision of all Service Installations and roads to the boundary thereof in accordance with a scheme approved by the Council;
“Service Installation”	any laying installation repair maintenance and or re-location of any pipes cables conduits or other service media for gas water electricity foul and surface water drainage telephonic or other communications or information conducting media in on under or over any part of the Old Site for the benefit of any part of the development already undertaken on the Pre-Developed Land or to be undertaken hereafter on any part of the Old Site including without limitation on the Residual Site and “Service Installations” means the said pipes cables conduits or other service media;
“Section 38 Agreement”	an agreement under section 38 of the Highways Act 1980 between the Owner and the County Council in respect of the On-Site Roads to the intent that the same shall become public highways maintainable at the public expense;
“Section 104 Agreement”	an agreement under section 104 of the Water Industry Act 1991 between the Owner and the statutory undertaker in respect of the On-Site Sewers to the intent that the same shall become public sewers maintainable at the expense of the undertaker as part of the public sewerage network;
“Silentpride Release”	the termination of the administration of Silentpride Limited following the sufficient achievement of the purpose of the administration and the administrators obtaining their discharge from liability in accordance with paragraph 98 of Schedule B1 IA86;
“Substantially Completed”	completed save for very minor defects so that the relevant works can be used for the purpose for which they were designed and “Substantial Completion” shall be construed accordingly;
“Tata Land”	the land owned by Tata adjacent to the north-eastern boundary of the Site the precise parameters of which are to be defined as such on a plan to be submitted by the Owner and approved in writing by the Council (or determined in accordance with clause 12);
“Tata Land Application”	an application for outline planning permission or full planning permission for residential development and ancillary infrastructure and open space up to a maximum of 125 units of residential accommodation on the Tata Land;
“Tata Land Planning Condition”	a contractual pre-condition which will be satisfied if and only if all of the following events have occurred: (i) the Owner or its nominee shall have entered into an Acceptable Tata Land Contract; and

(ii) the grant by the Council of an Acceptable Tata Land Planning Permission; and

(iii) the expiry of a period of six weeks after the grant of an Acceptable Tata Land Planning Permission unless within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the an Acceptable Tata Land Planning Permission in which case this Deed is conditional upon the final determination of such proceedings (it being understood that such proceedings shall not be deemed to be finally determined for the purposes hereof until the expiry of any period allowed for any application for leave to appeal or the expiry of any period allowed in which to appeal pursuant to such leave if required) PROVIDED THAT the an Acceptable Tata Land Planning Permission shall not be quashed in such proceedings);

“Transfer”

the freehold transfer (or if the Owner and the Council shall so agree the creation of a long leasehold estate by the grant of such a lease by the Owner to the Council);

“Unconditional Date”

the date on which the last to occur of (i) the issue of the Decision Notice and (ii) the Silentpride Release shall occur;

“Viable Development”

development on the Residual Site of the form defined in a Further Application and which it would be financially viable for the Owner or its nominee to carry out according to a methodology and calculation agreed between the Owner or its nominee and the Council or determined in accordance with clause 12 in default of agreement PROVIDED THAT no development shall under any circumstances be considered viable if the aggregate cost of all the other relevant planning benefits required to be paid to the Council or as the case may be the County Council or provided in kind pursuant to any planning obligation or planning condition when expressed on a 'per new housing unit' basis shall exceed £11,000 (eleven thousand pounds);

“Viable Tata Land Development”

development on the Tata Land of the form defined in the Tata Land Application and which it would be financially viable for the Owner or its nominee to carry out according to a methodology and calculation agreed between the Owner or its nominee and the Council or determined in accordance with clause 12 in default of agreement;

“Welcome Centre Site”

the part of the Residual Site on which the building currently known as the 'Welcome Centre' is currently located.

“Woodland Areas”

the woodlands in respect of which pursuant to clause 6 of the Old Agreement dated 4 July 2006 a woodland management plan applies

2. CONSTRUCTION OF THIS DEED

2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed and for the avoidance of doubt references to “this Deed” are references to the planning obligations following modification of the Old Agreements effected by the Decision Notice pursuant to section 106A(8) of the Act notwithstanding the absence of execution of ‘this Deed’.

- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

- 3.1. This records all the terms of all planning obligations enforceable in respect of the Residual Site pursuant to the Decision Notice and section 106A (8) of the Act.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council in the case of covenants made with them as local planning authorities against the Owner in respect of the Residual Site.

4. CONDITIONALITY

- 4.1. Without prejudice to clause 4.2, this Deed is conditional upon the issue of the Decision Notice.
- 4.2. The obligations in Clauses 5, 6 and 9 and the First Schedule of this Deed are also conditional upon and shall not take effect unless and until the occurrence of the Silentpride Release and such occurrence shall be notified in writing by the Owner to the Council and the County Council.

5. THE OWNER'S COVENANTS

- 5.1. The Owner covenants with the Council and the County Council as set out in the First Schedule.

6. THE COUNCILS' COVENANTS

- 6.1. The Council in its capacity as the local planning authority covenants with the Owner as set out in the Second Schedule.
- 6.2. The County Council covenants with the Owner as set out in the Third Schedule.

7. MISCELLANEOUS

- 7.1. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.2. This Deed shall be registrable as a local land charge by the Council.
- 7.3. Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.4. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6. This Deed shall cease to have effect if the determination of the Application by the issue of the Decision Notice shall be quashed or any of the modifications effected thereby are declared to have been unlawfully made.
- 7.7. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Residual Site or in part of the Residual Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8. This Deed shall not be enforceable against:
- 7.8.1. (for the avoidance of doubt) the Pre-Developed Land or any part thereof or any owner of any part thereof or any person deriving title to any part thereto from such owner;
 - 7.8.2. owner-occupiers or tenants of Dwellings (whether constructed pursuant to the Planning Permission, a Further Permission or any other planning permission granted prior to or after the date of the Decision Notice) nor against those deriving title from them; nor
 - 7.8.3. any statutory undertaker holding an estate or interest in the Residual Site or part of the Residual Site nor against plant equipment conduits or structures located there for its operational purposes; nor
 - 7.8.4. anyone whose only interest in the Residual Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site; nor
 - 7.8.5. any person whose only interest in the Residual Site or any part of it is an estate or interest in any subterranean stratum of mineral or other matter.
- 7.9. Nothing in this Deed shall prohibit or limit the right to develop any part of the Residual Site in accordance with a planning permission (other than the Planning Permission or a Further Permission) granted (whether or not on appeal) after the date of this Deed nor shall any payment be due to the Council or the County Council pursuant to this Agreement as a result of any development carried out pursuant to such later planning permission.

8. WAIVER

- 8.1. No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP AND MONITORING

- 9.1. The Owner agrees with the Council to give to the Council within 10 working days the Council written notice of any change in ownership of any of its interests in the Residual Site (save for any transfer in respect of a Dwelling or to any other person against whom this Agreement is not enforceable pursuant to clause 7.8.2 to 7.8.5 inclusive occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Residual Site purchased by reference to a plan.
- 9.2. From the Commencement of Development the Owner shall notify the Council in writing upon the Occupation of every 30 Dwellings constructed pursuant to any planning permission granted in respect of development which is the subject of a Further Application.

10. INTEREST

- 10.1. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

11. VAT

- 11.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable but no value added tax shall be payable by any person other than pursuant to a valid value added tax invoice addressed to that person.

12. DISPUTE PROVISIONS

- 12.1. In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more

than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

- 12.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

13. COMMUNITY INFRASTRUCTURE LEVY

- 13.1. If after the date of the Decision Notice there shall be enacted any "tax" related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Agreement or under any condition attached to the Planning Permission or any Further Permission change or that the Owner must pay a sum to any person (whether HM Government or to the Council or to the County Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Agreement then the parties agree that the terms of this Agreement may at the election of the party affected be modified to such extent (if any) as is necessary to ensure that the party affected shall not be required to contribute (whether by financial contribution or works in kind or both) more than once (in whole or in part) for any item of infrastructure or matter.

14. JURISDICTION

- 14.1. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15. THE MODIFICATION OF THE OLD AGREEMENTS

- 15.1. Subject to clause 15.3 with effect from the date of first satisfaction of the pre-condition in clause 4.1 the Old Agreements shall have effect subject to the modifications specified in the Application (as set out in this Deed) and for the avoidance of doubt shall not be enforceable against the Pre-Developed Land or any person having any estate or interest in the Pre-Developed Land or any part of it.
- 15.2. Subject to clause 15.3 the Council and the County Council declare and acknowledge that with effect from the date of the first satisfaction of the pre-condition in clause 4.1 they renounce and abandon any claim action cause dispute or difference against or with any party to any of the Old Agreements and any person deriving title from any such party and shall hereafter hold any such party and any such person deriving title from such person fully and effectually indemnified against all costs expenses liabilities or other costs whatsoever and howsoever arising from any breach of any provision of any of the Old Agreements WITHOUT PREJUDICE to the enforceability of the modified planning obligations set forth in this Deed against the Owner of the Residual Site.
- 15.3. The Application does not seek to modify or discharge the planning obligation in clause 6 of the Old Agreement dated 4 July 2006 (Woodland Management Plan) (including the definitions and plan relating to the said clause 6) which shall remain in full force and effect and enforceable in accordance with the Old Agreements. For the avoidance of doubt the beneficial owner from time to time of the Woodland Areas as defined in that Old Agreement shall also continue not to be bound by any obligation other than the said clause 6 in the manner set forth in the final part of clause 1.2.2 of the Old Agreement of 4 July 2006.

THE REPLACEMENT SCHEDULES

The following schedules shall be substituted for the schedules contained in the Old Agreements:

FIRST SCHEDULE

The Owner shall with effect from the Unconditional Date:

PART ONE: THE RESIDUAL SITE

On-site Highways

1. Within three months of the Unconditional Date submit the OSH Specification and the OSH Programme for the Council's approval;
2. Use reasonable and commercially sensible endeavours to procure the adoption of the On-site Roads (including but not limited to street furniture and lighting) by entering into a Section 38 Agreement;
3. Within 28 days of the completion of any Section 38 Agreement (unless provided to the contrary therein) to commence and thereafter carry out and complete to the satisfaction of the Council each element of the OSH Works in accordance with the approved OSH Programme and OSH Specification subject to the terms of the Section 38 Agreement;

On-Site Sewers

4. Within three months of the Unconditional Date submit the OSS Specification and the OSS Programme for the Council's approval;
5. Use reasonable and commercially sensible endeavours to procure the adoption of the On-site Sewers by the Undertaker including without limitation: (i) observing and performing the terms of any pre-existing agreement under section 104 of the Water Industry Act 1991 (as amended); or (ii) the exercise by the statutory undertaker of a power to adopt the same as public sewers maintainable at the expense of the said undertaker without any further agreement being required to be entered into; or (iii) entering into a Section 104 Agreement;
6. Within 28 days of the completion of any new Section 104 Agreement (unless provided to the contrary therein) to commence and thereafter carry out and complete to the satisfaction of the said undertaker each element of the OSS Works in accordance with the approved OSS Programme and OSS Specification subject to the terms of the said new Section 104 Agreement;

New Masterplan

7. No later than the submission of the first of the Further Applications submit the New Masterplan to the Council for approval.

Public open Space

8. Within three months of the Unconditional Date commence the POS Consultation and provide to the Council a written report thereof within 28 days of the completion of the POS Consultation;
9. Within three months of the completion of the POS Consultation submit the POS Application or otherwise submit details of the Public Open Space for the Council's approval;
10. Carry out and complete to the reasonable satisfaction of the Council each element of the approved Public Open Space Works to a specification first approved in writing by the Council or an inspector appointed by the Secretary of State pursuant to a planning condition on any planning permission authorising the construction of the Public Open Space and make the area of the Public Open Space in respect of which those Public Open Space Works shall have been carried out available for public use PROVIDED THAT if the Owner shall decide to submit the POS Application it shall be at liberty to appeal to the Secretary of State in the event of any refusal or non-determination of the same and the expression "Public Open Space Works" shall be understood to be the works authorised by a planning permission granted by an Inspector exercising the jurisdiction of the

Secretary of State or by the Secretary of State if he shall assert or recover such jurisdiction if the Owner shall in its absolute discretion implement such planning permission;

11. Prior to completing the Public Open Space Works, provide the Management Scheme to the Council;
12. Notify the Council of completion of the Public Open Space Works and invite the Council to inspect the same and the Owner shall carry out any remedial works identified by the Council acting reasonably;
13. From the completion of the Public Open Space Works to the reasonable satisfaction of the Council the Owner shall:
 - 13.1 procure the transfer of the Public Open Space to the Management Entity and upon completion of the transfer to the Management Entity the Management Entity (and absent any such transfer the Owner) shall:
 - 13.1.1 not use the Public Open Space (excluding any part thereof which forms part of a sustainable urban drainage system) for any purpose other than for the provision of public open space for the benefit of members of the public;
 - 13.1.2 maintain and manage the Public Open Space in a clean and tidy condition and free of defects and in accordance with the Maintenance Scheme approved by the Council;
 - 13.1.3 not build or allow or suffer to be built any building on the Public Open Space (save for any existing buildings or structures or any buildings or structures intended and designed to be ancillary to the use of the Public Open Space or as may be required in respect of Service Installation);
 - 13.1.4 allow public access to the Public Open Space, subject to any byelaws the Council may make and any Reasonable Regulations the Owner or the Management Entity may make and any restrictions on public access required in order to comply with legal requirements or reasonably resulting from Service Installation or as agreed with the Council as a result of health and safety or ecological concerns or for any other reason the Council shall lawfully determine
 - 13.1.5 Provide to the Council upon request, (but not more frequently than once per year), such documentary evidence as the Council may reasonably require to demonstrate that the Management Entity has complied with the requirement to manage the Open Space , in accordance with the Maintenance Scheme

The Community Building

14. The Owner shall within six months of the Unconditional Date submit an application for planning permission for the NCB, and within two years of the NCB Planning Condition being satisfied construct the NCB and offer to transfer it for a nominal consideration to the Council on the NCB Transfer Terms together with such other terms as shall be agreed between the Owner and the Council AND insofar as it is able to do so the Owner shall not prevent access to the existing community building on the Welcome Centre Site for the local residents and the wider public unless and until the NCB has been constructed and made available in substitution therefor.

Local Store

15. The Owner shall within six months of the Unconditional Date submit an application for planning permission for the Local Store, and within two years of the Local Store Planning Condition being satisfied construct the Local Store and offer to rent it to a retailer for a period of not less than twelve months according to a marketing strategy agreed in advance by the Council

Other Further Applications

16. The Owner shall:

- 16.1 within 6 months of the Unconditional Date make or procure the making of one or more Further Applications pursuant to which it shall seek or procure the seeking of planning permission (in outline or in full) for at least an aggregate total of 60 units of residential accommodation or such lesser amount of development as shall have been determined to be Viable Development;
- 16.2 within 12 months of the Unconditional Date make or procure the making of one or more Further Applications pursuant to which it shall seek or procure the seeking of planning permission (in outline or in full) for at least an aggregate total of 100 units of residential accommodation or such lesser amount of development as shall have been determined to be Viable Development;
- 16.3 within 18 months of the Unconditional Date make or procure the making of one or more Further Applications pursuant to which it shall seek or procure the seeking of planning permission (in outline or in full) for at least an aggregate total of 165 units of residential accommodation or such lesser amount of development as shall have been determined to be Viable Development.

The Little Stanion Payment Obligations

- 17. The Owner shall not Occupy nor permit the Occupation of more than:
 - 17.1 50% of the Dwellings in a Phase until 50% of the Little Stanion Community Payment shall have been made to the County Council in respect of the total number of Dwellings in that Phase.
 - 17.2 80% of the Dwellings in a Phase until a further and final 50% of the Little Stanion Community Payment shall have been made to the County Council in respect of the total number of Dwellings in that Phase

PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit

PART TWO: THE TATA LAND

- 1. The Owner will use reasonable and commercially sensible endeavours to enter into the Acceptable Tata Land Contract within two years of the Unconditional Date.
- 2. If the Owner (or a company in the same group as the owner) has acquired the Tata Land it shall not make any Tata Land Application or carry out any development on the Tata Land unless and until it has entered into an undertaking pursuant to s106 of the 106 Act the effect of which is to bind its interest in the Tata Land with the obligations contained in this Agreement.
- 3. The Owner shall use reasonable and commercially sensible endeavours to make or procure the making of the Tata Land Application within 6 months of the Owner having entered into an Acceptable Tata Land Contract.

Oakley Vale Cycleway Link

- 4. The Owner shall use reasonable and commercially sensible endeavours within 6 months of the satisfaction of the Tata Land Planning Condition to:
 - 4.1 submit for the approval of the Council and the County Council a specification and plan for the Oakley Vale Cycleway Link the specification and precise parameters of which shall be agreed or determined in default of agreement pursuant to clause 12;
 - 4.2 within 24 months of the approval or determination of the specification and precise parameters of and for the Oakley Vale Cycleway Link apply for all necessary consents to enable the lawful construction and dedication of the same as a public right of way PROVIDED THAT for the avoidance of doubt the Owner shall not be obliged to pay or provide any consideration in money or money's worth to any third party for any property or other rights to construct or procure the dedication of the same or any part of it;

- 4.3 within 12 months of the obtaining of the last necessary consent to enable the construction of the Oakley Vale Cycleway Link to commence and carry out the construction of the same in accordance with a programme first agreed in writing with the Council and the County Council PROVIDED THAT the Owner shall not be liable to repair or maintain the Oakley Vale Cycleway Link following the completion of the construction thereof to the reasonable satisfaction of the Council and the County Council.

The Little Stanion Community Payment as applicable to the Tata Land

5. The Owner shall not Occupy nor permit the Occupation of more than:
- 5.1 50% of the Dwellings authorised by an Acceptable Tata Land Planning Permission until 50% of the Little Stanion Community Payment shall have been made to the Council in respect of the total number of Dwellings authorised by that Acceptable Tata Land Planning Permission;
- 5.2 80% of the Dwellings authorised by an Acceptable Tata Land Planning Permission until a further and final 50% of the Little Stanion Community Payment shall have been made to the Council in respect of the Dwellings authorised by that Acceptable Tata Land Planning Permission

PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit.

PART THREE: THE LITTLE STANION UP-LIFT SUM (APPLICABLE IN RESPECT OF BOTH THE RESIDUAL SITE AND THE TATA LAND)

1. The Owner shall within 21 days of the earlier of:
- 1.1 Substantial Completion of the 160th Dwelling constructed and occupied pursuant to a Further Permission in respect of the Residual Site; and
- 1.2 Completion of 95% of the total number of Dwellings permitted pursuant to the Further Applications; and
- 1.3 the date which is five years of the date of issue of the Decision Notice
- send to the Council and the County Council the Provisional Up-lift Calculation in respect of the Dwellings constructed and occupied on the Residual Land.
2. If the Tata Land Planning Condition shall have been satisfied and the Owner shall have acquired a legal estate in the Tata Land pursuant to an Acceptable Tata Land Contract, the Owner shall within 21 days of the earlier of:
- 2.1 Substantial Completion of the 120th Dwelling constructed and occupied pursuant to a Further Permission in respect of the Tata Land; and
- 2.2 the date which is five years of the date of issue of the Decision Notice
- send to the Council the Provisional Up-lift Calculation in respect of any Dwellings constructed and occupied on the Tata Land.
3. The Council shall within 56 days of receipt of the Provisional Up-lift Calculation pursuant to paragraphs 1 or 2 above inform the Owner in writing that either (i) the Provisional Up-lift Calculation is approved; or (ii) the Provisional Up-lift Calculation is not approved and if it is not approved the Council shall give written reasons therefor.
4. If the Provisional Up-lift Calculation is approved by the Council the Owner shall pay to the Council within 21 days of receipt of written notice of such approval the Little Stanion Up-lift Sum (if any) stated in the Provisional Up-lift Calculation.

5. If the Provisional Up-lift Calculation is not approved by the Council within 56 days of receipt of it by the Council the amount of any Little Stanion Up-lift Sum shall be determined pursuant to clause 12 if either party shall refer it for dispute resolution in accordance therewith and the Owner shall pay to the Council the amount thereby determined within 21 days of publication of such determination.

ALWAYS PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit

SECOND SCHEDULE
COUNCIL'S COVENANTS

- 1 The Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
- 2 The Council shall pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose or if the Council has received a fully costed scheme from the County Council and has made payment to the Council in respect thereof) within seven years of the date of receipt by the Council of such payment together with interest at the Co-Operative Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
- 3 The Council shall provide to or procure for the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 4 The Council covenants to pay 50% of the Little Stanion Up-lift Sum to the County Council within 28 days of receipt of the money from the Owner.

THIRD SCHEDULE

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

FOURTH SCHEDULE

ADDITIONAL DWELLING SALE PROFIT

PART ONE: BACKGROUND

This schedule sets out the basis for calculating the Additional Dwelling Sale Profit.

The Additional Dwelling Sale Profit is to be calculated:

- (i) in the context of the background summarised in this Part One of this Schedule;
- (ii) in accordance with the formula set out in Part Two of this Schedule.

By an appraisal summary titled "Little Stanion – Additional Site Areas 165 Units" appended to the Approved EVA ("the Appraisal Summary") it has been determined that the Development of the Residual Site pursuant to a Further Permission(s) should on the assumptions therein stated fund an aggregate total Little Stanion Community Payment of £1,800,000 (one million eight hundred thousand pounds). That figure – which is identified in the Appraisal Summary as "S106" immediately under the heading "Municipal Costs" represents £11,000 (eleven thousand pounds) per Dwelling multiplied by 165 Dwellings = £1.815M rounded down to £1.8M.

That Appraisal Summary assumed amongst other things that the revenue for gross sales of all 165 Dwellings would total £27,803,840 (which represents a rate per square foot of £152 multiplied by an assumed total area in square feet of 182,920 square feet).

The Council and the County Council consider that in order that the Development pursuant to the Further Permissions should remain acceptable in planning terms in circumstances in which the *actual* revenue achievable on sales of Dwellings were to increase the Council and/or the County Council (as they may agree between them) should receive a reasonable and proportionate *additional* contribution towards the Old Agreements Deficit for the benefit of the community of Little Stanion.

That additional contribution is the Little Stanion Up-lift Sum and it represents one third (rounded up to 34% in favour of the Council and the County Council) of any Additional Dwelling Sale Profit.

The formula set out in Part Two of this Schedule addresses such *actual* revenue and outlay figures as will be available after the substantial completion of the great majority of the Dwellings in respect of which the Owner is to make Further Applications (actual figures generally replacing the *assumed* figures which appeared in the Appraisal Summary, but subject to certain specific continuing assumptions as stated below). For example, build and infrastructure costs will be reviewed upwards or downwards based on the actual costs which will have been incurred.

If any Little Stanion Up-lift Sum shall be payable in respect of the Tata Land the Additional Dwelling Sale Profit shall be calculated in accordance with the formula in Part Two of this Schedule *mutatis mutandis*

PART TWO: THE FORMULA

The Additional Dwelling Sale Profit =

NR minus (C + P)

Where:

NR = "Net Realisation" being the actual net realisation calculated by deducting *actual* purchaser's costs from the *actual* gross development value but otherwise applying the method set out in the Appraisal Summary.

C = "Costs" being the aggregate total outlay in respect of:

ACQUISITION COSTS

Comprising:

- (i) a residual land value representing 75% of market value of the Residual Site as at Commencement of Development increased (if at all) in accordance with changes in the Index from the date of Commencement of Development to the date of calculation of the Additional Dwelling Sale Profit.
- (ii) Town Planning application fees and costs (not including S106 but including the costs of the New Masterplan preparation and approval process) and being the actual figure for these costs to replace the assumed figure of £32,389 which appeared in the Appraisal Summary).

CONSTRUCTION COSTS

Comprising:

- (i) The actual construction costs for *all the Development* carried out pursuant to Further Permission on or including without limitation all construction costs for the NCB, retail units, and Dwellings.
- (ii) A contingency at 3% as stated in the Appraisal Summary.
- (iii) Other Construction Costs:
 - (a) The actual construction costs for all externals including without limitation the costs of completing the On-site Roads and the On-Site Sewers and the Public Open Space.
 - (b) Municipal Costs comprising the assumed Little Stanion Community Payment aggregate total of £1,800,000 (one million eight hundred thousand pounds) or the actual aggregate total S106 costs secured by any Further Obligation if greater (reduced pro rata if less than 165 Dwellings on the Residual Site have been sold when the calculation of the Additional Dwelling Sale Profit is made).

PROFESSIONAL FEES

The *actual* professional fees incurred including without limitation planning consultancy and legal fees and *actual* development manager/promoter fees incurred.

MARKETING & LETTING

The actual marketing, letting agent and letting legal fees incurred.

DISPOSAL FEES

The actual sales agent and sales legal fees incurred.

FINANCE

The actual total cost of finance incurred.

P = profit being a sum equal to 20% of the gross development value (being a developer's profit level slightly below the 20.07% on GDV figure used in the Approved EVA

FIFTH SCHEDULE

PUBLIC OPEN SPACE MAINTENANCE SPECIFICATION

1. OPEN SPACE MAINTENANCE SPECIFICATION

1.1 Any Amenity Grassland

Objectives

1.1.1 To provide a well-tended green canvass for the public open spaces of the site, offering areas for exercise, play and visual amenity.

1.1.2 All amenity grass areas are to be maintained in a neat and tidy state through regular mowing, edge trimming around ornamental shrub beds, herbicide application, repairs to eroded areas, aeration, and reseeding as necessary to maintain a uniform and healthy sward.

Code	Prescription	Frequency	Details
A1	Litter pick and scavenge	Weekly	Site to be kept free of litter, stones and debris through a once-weekly operation at all times during the year. All litter, debris, and stones that have migrated to the surface should be removed prior to mowing.
A2	Grass cutting and edge trimming	Weekly in Spring; Fortnightly in Summer & Autumn	Grass cutting to be undertaken weekly in Spring, and fortnightly in Summer and Autumn, totalling a maximum of 24no. visits per year. Grassed areas to be kept to a maximum height of 40mm in normal conditions. In drought conditions adjust cutting heights to c.60mm. In very wet conditions, all operations involving grass cutting shall cease until conditions allow operations to continue without damaging the surfacing, levels and contours of the ground. Path edges, fence-lines and hedge bottoms etc to be strimmed as necessary to maintain tidy appearance. Maximum of 24no. visits per year. Steep embankments are to be left as meadow grass (see Section B below).
A3	Weed control	3no. visits per year	Thistle, docks & other undesirable weeds are to be treated with an appropriate herbicide on a maximum of 3no. visits per year. Apply in dry, calm conditions and allow a period of 3 days to elapse before grass is cut.
A4	Fertiliser	2no. visits per year	March: NPK ratio of 15:10:10 Spring fertiliser applied at the manufacturers recommended rate. September: NPK ratio of 5:10:10 Autumn fertiliser applied at manufacturers recommended rate. NB: No fertiliser is to be applied to the meadow grassland and marginal areas around lakes and stream (See Section 2.6 Meadow Areas below). This item to be priced as a provisional item which will be discussed and authorised by the appropriate person prior to commencement.
A5	Provisional items	As required, upon agreement	The health of the grass areas will be maintained at all times, and damaged areas are to be made good as soon as practicable. Therefore the following operations may occasionally need to be carried out as required: <ul style="list-style-type: none"> • Scarifying to remove moss and thatch • Topdressing and reseeding • Aerating These items will be discussed with and authorised by the appropriate person prior to commencement.

1.2 Any Meadow Grassland

Objectives

- 1.2.1 Meadows will provide an informal visual amenity with opportunities for invertebrates, and small birds and mammals to forage in the urban environment. This will be achieved through the promotion of attractive species such as meadow buttercup, poppy, devils-bit scabious, and knapweed, and the control of undesirable weeds such as thistle, dock, and bristly ox-tongue.
- 1.2.2 These grassland areas are to be maintained as a biodiversity resource. Nutrient levels are to be kept low by abstaining from fertiliser application, and grass will receive a single annual hay cut in the late Autumn.
- 1.2.3 In addition, existing vegetation along the hedgerows / ditches should be allowed to develop and be managed in the same way as the meadow areas.

Code	Prescription	Frequency	Details
B1	Litter Pick and Scavenge	Weekly	Remove litter on a once weekly basis, and immediately prior to meadow cut.
B2	Grass cutting	Annually in Autumn following seed drop	1no. visit in October. Grassed areas to be cut to a height of c.200mm. In areas near to wetland features the arisings are to be left in situ for up to 1 week after the cut to enable any invertebrates to access the ditch / pond margin vegetation - arisings are then to be removed. In all other grassland areas arisings are to be removed from site.
B3	Weed control	3no. visits per year	Thistle, docks & other undesirable invasive weeds are to be removed in 3no. visits per year as required, through targeted application of appropriate herbicides or by hand pulling (thistle is unlikely to be effectively controlled through hand pulling alone). Only those herbicides that have been cleared for use in or near water (MAFF 1995) may be used in the vicinity of wetland features. Apply herbicide in dry, calm weather conditions and at the appropriate time of the year. Avoid spray drift onto adjacent areas. Spraying to be undertaken prior to flowering for effective control.

1.3 Any Marginal and Aquatic Vegetation

Objectives

- 1.3.1 These areas will provide potential nesting and protective cover opportunities for water birds and aquatic mammals and amphibians.
- 1.3.2 Marginal planting areas will generally be allowed to grow tall & develop naturally following establishment. It is important to maintain a balance between amenity & natural pond quality.

Code	Prescription	Frequency	Details
C1	Litter pick and scavenge	Weekly	Areas to be cleared of litter once weekly.
C2	Vegetation clearance	Annually	In order to retain a balance of reeds and other marginal vegetation, and prevent choking up of open water areas, the removal of reed vegetation should be reviewed at the end of each growing season with any removal of plants carried out by strimming between January and March. Any arisings are to be left in situ for up to 1 week to enable any invertebrates to access the lake margin

Code	Prescription	Frequency	Details
			vegetation - arisings are then to be removed. No more than c.25% of the marginal vegetation of any area to be removed in one year.
C3	Weed control	3no. visits per year	Thistle, docks & other undesirable invasive weeds are to be removed in 3no. visits per year as required. Hand weeding is preferred, but targeted application of appropriate herbicides may be used if necessary. Only those herbicides that have been cleared for use in or near water (MAFF 1995) may be used in the vicinity of wetland features. Apply herbicide in calm weather conditions and at the appropriate time of the year.
C4	De-silting	Every three years max.	Depth of water in smaller water bodies within any SUDS system should be maintained to provide a range of habitats. Any excavation or removal of sediment deposits should be carried out locally (ensuring no damage or disturbance to the original pond profile). Pockets of reed and other marginal and aquatic planting should be left. Any excavation should be undertaken during the winter months, using appropriate machinery. Excavated material is to be left within a lay down area adjacent to the ponds for at least 24 hours to allow overwintering aquatic animals to return to the water, prior to its removal off site.
C5	Aquatic vegetation control	Biennially	Removal of vegetation in any ponds should be undertaken once every other year maximum, by hand pulling/cutting or digging out of rootstock during winter months to minimise any likely disturbance. No aquatic herbicides are to be used. Removal of wetland plants should be selective, to maintain species diversity. Any stream should be managed as a series of open water and vegetated areas. Any vegetation clearance should be done on a planned rotational basis to minimise disturbance to the pond habitat

1.4 Any Specimen Avenue Trees and Tree Groupings

Objectives

- 1.4.1 These trees provide essential habitat for invertebrates and birds in the urban environment. Their long-term establishment will fix carbon, and help to reduce urban microclimatisation.
- 1.4.2 Avenue or individual trees should be formally maintained. Informal tree groups should be maintained with a 'natural' approach.

Code	Prescription	Frequency	Details
D1	Weed control	4-6 visits per year	1m ² areas around base of trees in grass to be maintained weed and grass free through minimum of 4 and maximum of 6 visits per year, by spraying with glyphosate to obviate the need for mowing machinery to be used around the base of the trees and thus protect them from mower damage. Visits 5 and 6 to be priced per visit as additional visits as a provisional item.
D2	Pruning	Annually if required	An annual assessment of the need for selective pruning to remove any dead branches should be made at the end of each growing season with work carried out in the following winter or spring depending on species (see Pruning / Trimming Requirements). Pruning should be limited to the minimum necessary to maintain good form, vigour, to preserve views (through progressive crown lifting) and to remove dead wood or diseased and

Code	Prescription	Frequency	Details
			dying branches. Pruning is to be carried out to the highest horticultural standards using secateurs and hand saws. Dead foliage and branches are to be removed by cutting back to an outward facing bud. Suckers are to be removed by cutting back to their source on the affected plant. All tree work to be carried out in accordance with BS 3998 – 1989.
D3	Tree Ties and Stakes	Annually	Inspect tree ties at least annually during establishment to ensure that trees are well supported, firmly planted, upright, and that there is no constriction or chafing of the stem. Remove stakes and ties as soon as trees are self-supporting.

1.5 Any Ornamental Shrub Beds

Objectives

- 1.5.1 To provide visual amenity and biodiversity benefits across the site. The beds should be maintained as formal ornamental shrub areas which create a parkland character.

Notes

- 1.5.2 These areas have been designed to be generally low-maintenance; however, annual interventions will be required for weed control and litter collection. All ornamental shrub and groundcover planting areas should be kept weed-free throughout any given year to maintain their high profile amenity value.
- 1.5.3 Occasional pruning / trimming of certain species will be required to remove dead branches and maintain good form. However, the different species used have been designed to complement each other creating a varied height structure and habit. Therefore, beds are not to be trimmed to a uniform height. Certain structural species prescribed below (see Pruning Requirements) may need trimming to promote good shape or prevent encroachment on adjoining beds such as *Prunus lustanica*.
- 1.5.4 Shrub beds should also be reviewed every 3 years to identify any gaps or replacements in the shrub beds. These should be replaced using the same species.

Code	Prescription	Frequency	Details
E1	Litter pick and scavenge	Weekly	Maintain planting areas free of litter at all times through weekly visits.
E2	Weed control	3no. visits per year	Maintain planting areas free of weeds through 3no. visits per year. Requirements for weed control will reduce as the shrub canopy closes, however, this should be monitored and the margins of the shrub beds will need to be inspected regularly.
E3	Pruning	Annually as required	An annual assessment of the need for pruning should be made at the end of each growing season with work carried out in the following winter or spring depending on species (see Pruning / Trimming Requirements).
E4	Mulch	Annually	Maintain mulched areas to c.50mm depth through annual top up until canopy closes.

1.6 Any Native Shrub Edge Mix / Hazel Coppice

Objectives

1.6.1 Shrub edge mix areas to be generally allowed to grow and develop naturally.

Code	Prescription	Frequency	Details
F1	Litter pick and scavenge	Weekly	Maintain planting areas free of litter through weekly visits.
F2	Weed control	3no. visits per year max.	<p>Areas to be kept weed-free until the canopy closes – minimal selective weed control to be undertaken beyond this period as required. NB: Once areas start to mature the need for weed control will be reduced due to shading.</p> <p><i>The development of an herbaceous layer other than pernicious weeds and/or non- native weed species such ragwort, dock and thistles should be permitted in the interests of biodiversity.</i></p> <p>The maintenance schedule allows 3 visits p.a. in year 1-3 for new areas, assuming the canopy has closed sufficiently after this.</p>
F3	Shrub pruning	Annually as required	<p>The shrub edge mix areas should be allowed to develop naturally with minimal cutting required. However, occasional cutting back of these areas may be required to prevent encroachment onto POS areas or adjoining footpaths, and to remove deadwood.</p> <p>Pruning is to be carried out to the highest horticultural standards using secateurs, approved mechanical hedge cutters and hand saws.</p>
F4	Thinning works	Annually as required	Thinning work should be carried out as required to maintain a natural appearance and allow some of the slower growing species such as holly, dogwood and privet to develop and create a varied canopy structure. To BS 3998 – 1989
F5	Hazel /willow coppicing	5 -7 years on rotation	<p>Areas to be coppiced back during winter every 5-7 years on rotation to ensure good age mix in each area.</p> <p>Cut away small whippy growth from around base of stool. Remove stems one by one. Cut from outside of stool around and in, in a spiral pattern at c.25mm above ground level. Cut each stem upwards towards the centre to promote run off of water & help prevent rot. Clean up stool after coppicing including cutting off any splinters or split wood.</p> <p>NB: Felled timbers from coppicing or pruning works could be stacked in inconspicuous locations within planting adjacent to the pond / hedgerow areas as habitat suitable for invertebrates, amphibians and fungi.</p>

1.7 Any Mixed Woodland

Objectives

- 1.7.1 Mixed Woodland areas to be generally allowed to grow and develop naturally with a varied canopy structure.

Notes

- 1.7.2 In some areas that experience poor drainage conditions, areas should be monitored to prevent dominance of one species i.e. salix sp over other species and coppicing and/or thinning should be carried out on a rotational basis (see table below).

Code	Prescription	Frequency	Details
G1	Litter pick and scavenge	Weekly, with annual deep clean	Ensure planting areas are free from litter and debris through clearing paths weekly and woodland areas annually.
G2	Weed control	As required to a max. of 3no. visits per year	Selective weed control should be carried out as required to spot treat weeds with an appropriate herbicide to remove thistle, docks & other undesirable weeds. NB: Once areas start to mature, the need for weed control will be reduced due to shading. Only those herbicides that have been cleared for use in or near water may be used (MAFF 1995). Apply herbicide in calm weather conditions and at the appropriate time of the year.
G3	Pruning	Occasional as required	The woodland mix areas should be allowed to develop naturally with minimal cutting required. However, occasional cutting back of these areas may be required to prevent encroachment onto POS areas or adjoining footpaths.
G4	Thinning works	See Details	All works to conform to BS 3998 – 1989. If trees have established well, consider selective removal. Remove unhealthy or damaged specimens to allow space for future growth of healthy trees. 1-2 no. specimens should remain per single species group of 3no. plants (e.g. out of a group of 9no. ash approx. 3-6no. would be retained depending on rates of growth). The need for further extraction should be reviewed at the end of year 8. The objective is to maintain a natural appearance and allow some of the slower growing species such as holly and privet to develop and create a varied canopy structure. Thinning, trimming and shaping should be done as required according to species, variety, season, state of growth and visual effect.
G5	Coppicing willow	5 -7 years on rotation	Coppicing of willow specimens to be carried out as required to prevent dominance of willow species (<i>Salix caprea</i> and <i>S. cinerea</i>). Occasional individual specimens or small groups should be coppiced back every 5-7 years or as required. This would be done on a phased basis to ensure that there is a varied age range of willows from newly coppiced through to mature coppice areas. Cut away small whippy growth from around base of stool. Remove stems one by one. Cut from outside of stool around and in, in a spiral pattern at c.25mm above ground level. Cut each stem upwards towards the centre to promote run off of water & help prevent rot. Clean up stool after coppicing including cutting off any splinters or split wood. The development of an herbaceous layer other than pernicious weeds and/or non-native weed species such ragwort, dock and thistles should be permitted in the interests of biodiversity. NB: Felled timbers from coppicing or pruning works could be stacked in inconspicuous locations adjacent to the pond / hedgerow planting areas as habitat suitable for invertebrates, amphibians and fungi.

1.8 Any Informal Native Hedgerow
Objectives

- 1.8.1 Allow hedgerows to establish biodiversity corridors through the urban environment, to provide food and shelter for a range of birds, invertebrates, and small mammals.

Code	Prescription	Frequency	Details
H1	Litter pick and scavenge	Weekly	Ensure areas are free from all litter and debris through weekly visits
H2	Weed control	3no. visits per year	Hedge mix areas to be kept weed-free through 3no. visits per year until the canopy closes – selective weed control to be undertaken beyond this period as required. <i>The development of a herbaceous layer other than pernicious weeds and/or non-native weed species such ragwort, dock and thistles should be permitted in the interests of biodiversity.</i>
H3	Cutting Hedgerow Mix Areas	See Details	The hedgerow mix areas should be allowed to develop naturally with minimal cutting required. However, occasional cutting back of these areas may be required to prevent encroachment onto POS areas or adjoining footpaths, and to remove deadwood. Pruning is to be carried out during winter to the highest horticultural standards using secateurs, approved mechanical hedge cutters and hand saws.
H4	Hedge laying	Every 15 years	Hedges to be laid on a 15 year rotation to increase longevity and growth structure.

1.9 Any Formal Hedgerow

Objectives

- 1.9.1 Maintain as formal hedgerow areas to reflect the character of the surrounding countryside and provide food and nesting opportunities for birds.

Code	Prescription	Frequency	Details
J1	Litter pick and scavenge	Weekly	Ensure areas are free from all litter and debris through weekly visits
J2	Weed control	3no. visits per year	Hedge mix areas to be kept weed-free through 3no. visits per year until the canopy closes – selective weed control to be undertaken beyond this period as required.
J3	Hedge cutting	Annually	Formal hedges to be maintained annually to a height of between 1.5-2m high with an 'A' shaped profile to promote dense vegetation at the base.

1.10 Any Existing Hedgerow

Objectives

- 1.10.1 Maintain current state of informal but well defined hedge-line c.3-4m high to provide urban spaces for nesting birds.

Code	Prescription	Frequency	Details
K1	Litter pick and scavenge	Weekly	Ensure areas are free from all litter and debris through weekly visits

Code	Prescription	Frequency	Details
K2	Hedge cutting	Annually	Where practicable, bring mature hedges into maintenance and maintain as loosely 'A' shaped hedge c.3-4m high. Retain trees within the hedgerow as single specimens where appropriate. NB. Hedges which have become severely overgrown may be managed as tree or woodland belts – follow management prescriptions for mixed woodland areas (see item G)

1.11 Any Existing Woodland

Objectives

- 1.11.1 Maintain longevity and ecological health of woodland areas, and (where appropriate) maintain informal access routes and visibility through woodland areas in the interests of user safety and amenity. The existing/desired character of each individual woodland area will be preserved / brought about through specific management proposals.
- 1.11.2 Individual mature tree specimens to be managed in terms of tree health, ecological value, and public safety where appropriate.

Notes

- 1.11.3 Clearance and selective felling will need to be reviewed annually to determine further works in line with the above objectives
- 1.11.4 Ongoing crown lifting / scrub clearance may need to be carried out where appropriate along the informal routes to maintain good visibility in the interests of user safety.
- 1.11.5 Any pruning / coppicing work to take place between October & March and then reviewed annually to maintain safe and legible pedestrian routes through the woodland areas.
- 1.11.6 NB: Pruning will be limited to the minimum necessary to prevent obstruction of footpaths, maintain good form, vigour and to remove dead wood or diseased & dying branches.
- 1.11.7 A Method Statement from the Contractor for undertaking any works is to include Health and Safety provision for disposal of hazardous waste (e.g. hypodermic needles) and removal of dumped rubbish throughout all the areas.
- 1.11.8 Larger pieces of cut timber can be retained and bundled within the woodland to provide invertebrate habitat.

Code	Prescription	Area	Frequency	Details
L1	Path maintenance	W1 - W5	3no. visits per year	Maintain visibility and access along informal pedestrian routes through strimming, coppicing or cutting back vegetation where required.
L2	Tree assessment	W1 - W5	Annually	Undertake annual safety assessment of trees which may potentially pose a risk to public health (i.e. located adjacent to road verges / footpaths).
L3	Arboricultural works	W1 - W5	Annually as required	Carry out tree works where appropriate (i.e. where health and safety of the public is affected). All work undertaken to conform to BS 3998 – 1989.
L4	Stake and tree tie removal	W1 - W5	As required	Any stakes and/or tree ties not required are to be removed.

Code	Prescription	Area	Frequency	Details
L5	Maintain tree crowns	W4	Annually as required	Maintain crowns of trees adjoining any bridleway to c.3m to preserve open views into the woodland area.

1.12 Any Mature Trees

Objectives

- 1.12.1 To ensure the longevity of the site's mature tree cover, providing environmental, ecological, and visual amenity benefits whilst minimising the risk to public health and safety from falling trees or tree limbs.

Notes

- 1.12.2 The details of the required works to be undertaken will be identified and reported following an arboricultural assessment of the relevant trees on site.

1.13 General Items

Objectives

- 1.13.1 To ensure that the open space remains well-tended and free of litter and damage, to provide quality open space areas for people to enjoy, and to promote neighbourhood pride and cohesion.

Code	Prescription	Frequency	Details
M1	Maintain benches	As required	Ensure benches are maintained in a functional, safe and hygienic state for public use.
M2	Sports Pitch	As required, following maintenance timetable relevant for the sport use, published by Sport England or similar body, and agreed with Corby Borough Council	Prescriptions may include (but not be limited to): <ul style="list-style-type: none"> • Mowing • Fertiliser application • Herbicide application • Pest and disease control • Aeration / de-compaction • Scarification • Topdressing / re-seeding • Patch repairing • Irrigation • Pitch marking

2. PRUNING / TRIMMING REQUIREMENTS

2.1 Ornamental Shrub Areas

- 2.1.1 These areas are designed to be generally low-maintenance; however, annual interventions will be required for weed control and litter collection. All ornamental shrub and groundcover planting areas should be kept weed-free throughout any given year to maintain their high profile amenity value.

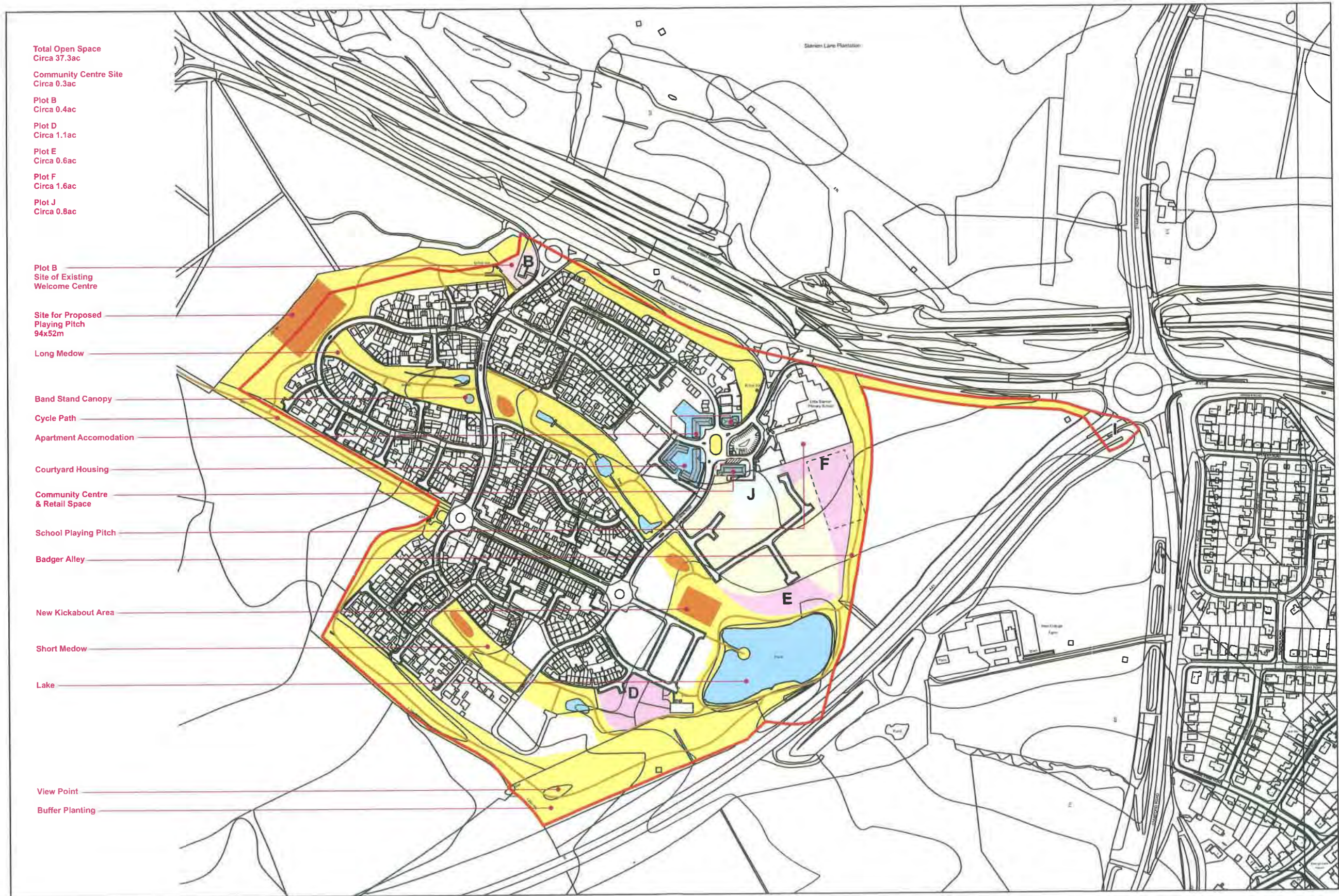
- 2.1.2 Occasional pruning / trimming of certain species will be required to remove dead branches and maintain good form. However, where different species are they should be selected and designed to complement each other creating a varied height structure and habit. **Therefore, beds are not to be trimmed to a uniform height.**

- 2.1.3 Shrub beds should also be reviewed every 3 years to identify any gaps or replacements in the shrub beds. These should be replaced using the same species.

Species	Pruning / trimming requirements
<i>Aucuba j.</i> 'Marmorata'	Trim lightly in February if required to keep foliage dense
<i>Berberis</i> (deciduous)	Remove old stems from ground level if necessary in February
<i>Chaenomeles</i> (quince)	Remove old stems from ground level if necessary in February
<i>Choisya ternata</i> (Mexican blossom)	Trim lightly after flowering if required to keep foliage dense
<i>Cornus</i> (dogwood)	Coppice every other year in early spring to c.300mm above ground
<i>Cotoneaster w.</i> 'John Waterer'	Remove any badly positioned shoots in early spring. No regular pruning required
<i>Euonymus europaeus</i> 'Red Cascade'	Prune only to remove old stems from ground level if necessary in February
<i>Hypericum</i> 'Hidcote'	Trim lightly in Feb / March if required to keep foliage dense
<i>Forsythia</i>	Prune only to remove old stems from ground level if necessary in February
<i>Kerria j.</i> 'Pleniflora'	Trim lightly after flowering to thin out some of the older canes
<i>Mahonia</i> 'Winter Sun' (specimen)	Remove any badly positioned shoots in early spring. No regular pruning required
<i>Mahonia a.</i> 'Apollo' (groundcover)	No regular pruning required
<i>Potentilla</i> 'Goldfinger'	Trim lightly after flowering (autumn) if required to keep foliage dense
<i>Prunus</i> 'Otto Luyken' (medium-sized cherry laurel)	No regular pruning required
<i>Prunus lusitanica</i> (Portugal laurel)	No regular pruning, but in spring shorten or remove any too-vigorous or badly positioned growths
<i>Rhus t.</i> 'Laciniata' (sumac)	No regular pruning, but in spring shorten or remove any too-vigorous or badly positioned growths
<i>Salix elaeagnos</i>	No regular pruning, but in spring shorten or remove any too-vigorous or badly positioned growths
<i>Sambucus</i> 'Sutherland Gold' (golden elder)	Prune only to remove old stems from ground level if necessary in February
<i>Viburnum x bodnatense</i> 'Dawn'	Prune only to remove old stems from ground level if necessary in February
<i>Weigela f.</i> 'Foliis Purpureis'	Prune only to remove old stems after flowering if required to keep foliage dense

2.2 Trees

- 2.2.1 Most trees are best pruned in late winter but some, such as *Carpinus betulus* and *Prunus sp.* should have limbs removed in mid- to late summer.



Land Registry
Official copy of
title plan

Title number NN269359
Ordnance Survey map reference SP8087SW
Scale 1:2500
Administrative area Northamptonshire: Corby



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This official copy issued on 17 February 2016 shows the state of this title plan on 17 February 2016 at 16:29:57. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by Land Registry, Durham Office.

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Corby Borough Council

Deene House, New Post Office Square,
Corby, Northamptonshire, NN17 1GD

☎ 01536 464 000

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PLANNING SERVICES

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**TOWN AND COUNTRY PLANNING ACT 1990,
Section 106A**

NOTICE OF THE MODIFICATION OF PLANNING OBLIGATIONS

Gateley Plc (RJZW)
Park View House
58 The Ropewalk
Nottingham
NG1 5DW

Our Ref:

Date: 25.08.16

Dear Sir

APPLICATION REF: 04/00442/OUT

Notice of Modification of planning obligations :

(i) agreement dated 4 July 2006 between Corus UK Limited (1) Corby Borough Council (2) and Northamptonshire County Council (3) in respect of Land South of Long Croft Road, Corby ; and

(ii) agreement dated 27 July 2008 between Silentpride Limited (1) Corby Borough Council (2) Northamptonshire County Council (3) and AIB Group (UK) Plc (4) in respect of part of the said land south of Long Croft Road, Corby ; and

(iii) agreement dated 6 September 2010 between Silentpride Limited (1) Corby Borough Council (2) Northamptonshire County Council (3) and AIB Group (UK) Plc (4)) in respect of part of the said land south of Long Croft Road, Corby

all made pursuant to Section 106 of the Town and Country Planning Act 1990

Applications :

(i) application to Corby Borough Council for modification of the said planning obligations in respect of the said land south of Long Croft Road, Corby dated 18 February 2016 by Silentpride Limited (in administration) and JME Civils Limited; and (ii) duplicate application made to Northamptonshire County Council in respect of the said land south of Long Croft Road, Corby dated 18 February 2016 by Silentpride Limited (in administration) and JME Civils Limited

In pursuance of the powers in section 106A (6) (c) of the above mentioned Act, the Borough Council as Local Planning Authority **HEREBY MODIFIES** the planning obligations specified in accordance with the submitted application as amended and duplicate application as amended in the terms set out in the schedule of modifications attached to this notice.



INVESTOR IN PEOPLE



Your attention is drawn to the NOTES overleaf

Yours faithfully



Director of Corporate Service

On behalf of Corby Borough Council

NOTES

(1) This Notice of the determination of applications pursuant to section 106A(8) is issued solely for the purpose of Section 106A of the Town and Country Planning Act 1990 (as amended).

(2) Northamptonshire County Council has arranged with Corby Borough Council for the discharge of its functions in respect of the duplicate application and authority to determine the duplicate application was transferred by Northamptonshire County Council to Corby Borough Council pursuant to section 101 of the Local Government Act 1972 by the Assistant Director Environment, Planning and Transport of Northamptonshire County Council on 24 August 2016 accordingly.

(3) If any further information is required in connection with this decision it may be sought from the Director of Planning Services, Corby Borough Council, The Cube, George Street, Corby, NN17 1QG. Please quote the reference number of this decision in any correspondence.

SECTION 106A TOWN AND COUNTRY PLANNING ACT 1990

Application to modify agreements dated 4 July 2006, 28 July 2008 and 6 September 2010

**relating to the development of land at Little Stanion Corby Northamptonshire
(the "Old Agreements")**

**SCHEDULE OF MODIFICATIONS:
PROPOSED REPLACEMENT TERMS**

This schedule of modifications sets forth in full the replacement wording of the recitals, operative clauses and schedules of the Old Agreements as proposed in this section 106A application

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THE REPLACEMENT RECITALS

The following recitals shall be substituted for the recitals contained in the Old Agreements:

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Old Site and the Residual Site are situated.
- 2 The County Council is a local planning authority and the local highway authority and the local education authority under the relevant enactments for the area in which the Old Site and the Residual Site are situated.
- 3 Silentpride Limited (registered company number 5860814) of Berry House 4 Berry Street London ("the Owner") is the freehold owner of the Residual Site which is registered at the Land Registry with title absolute under the title number NN269359 subject to the matters identified in the charges register thereto
- 4 The Old Site and the Woodland Areas are subject to or referred to in the Old Agreements.
- 5 The Owner and JME Civils Limited have submitted the Application to the intent that the Old Agreements shall be modified in manner hereinafter appearing.
- 6 The Old Agreements have been modified pursuant to section 106A(8) with effect from the issue of the Decision Notice in the manner set out herein.
- 7 The parties acknowledge that the Councils have agreed to forego benefits secured by the Old Agreements in reliance upon the willingness of the Owner to enter and be bound by the terms of this Agreement

THE REPLACEMENT OPERATIVE CLAUSES

The following operative clauses shall be substituted for the operative clauses contained in the Old Agreements:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions in column one shall have the meanings respectively ascribed to them in column two:

Column One

Column Two

“Acceptable Local Store Planning Permission”

a planning permission authorising the construction and use of the Local Store whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner;

“Acceptable NCB Planning Permission”

a planning permission authorising the construction and use of the NCB whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner;

“Acceptable Tata Land Contract”

a contract or option entitling the Owner or its nominee to acquire the Tata Land on terms acceptable to the Owner;

“Acceptable Tata Land Planning Permission”

a planning permission authorising Viable Tata Land Development granted in response to the Tata Land Application whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner;

“Act”

the Town and Country Planning Act 1990;

“Additional Dwelling Sale Profit”

the sum, (if any), calculated in accordance with the formula in Schedule 4, to be paid to the Council and the County Council within twenty one (21) days of the Additional Dwelling Sales Profit being agreed between the parties, (or in default of such agreement determined pursuant to the provisions of Clause 12), to be applied by the Council to the benefit of Little Stanion and or the residents thereof and the County Council for contributing towards the costs of Little Stanion Primary School;

“Application”

the application for modification or discharge of the Old Agreements submitted to the Council and the County Council on 18 February 2016 (as amended);

“Approved EVA”

the AspinallVerdi Viability Assessment of November 2015;

“Commencement of Development”

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure or construction site compounds, the temporary display of site notices or advertisements and for the avoidance of doubt any development carried out under a separate full planning

	<p>permission for enabling works including formation of levels, sustainable urban drainage systems, proposed landscaping and/or internal highways and "Commence Development" shall be construed accordingly;</p>
"Decision Notice"	<p>a decision notice issued pursuant to section 106A authorising the modification of the Old Agreements in the terms set forth in the Application;</p>
"Development"	<p>the development of the Residual Site pursuant to any Further Permissions or such other development as may be agreed in writing between the Council the County Council and the Owner from time to time;</p>
"Dwelling"	<p>any building intended to be occupied as a dwelling (including a house flat or maisonette) on the Residual Site to be constructed pursuant to a planning permission granted before the date of the Decision Notice or a Further Permission;</p>
"First Occupation"	<p>the date on which a Dwelling is first Occupied;</p>
"Further Applications"	<p>(i) the Tata Land Application; and</p> <p>(ii) any application for planning permission (including outline planning permission) for development on the Residual Site submitted after the date of the Decision Notice which shall not be required to exceed a maximum of 165 units of residential accommodation, 400 square metres (gross external area) for the Local Store and 400 square metres (gross external area) for the NCB;</p>
"Further Obligation"	<p>any planning obligation entered into under section 106 of the Act (whether in any case also made under other powers) in respect of development authorised by a Further Permission after the date of the Decision Notice;</p>
"Further Permission"	<p>any planning permission granted (in outline or in full) in respect of development defined in a Further Application;</p>
"Index"	<p>the All Items Index of Retail Prices issued by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed by the Council;</p>
"Interest"	<p>interest at two (2) per cent above the base lending rate of the National Westminster Bank Plc from time to time;</p>
"Little Stanion Community Payment"	<p>a sum payable once only in respect of each Dwelling being £11,000 (eleven thousand pounds) ~ LESS the aggregate cost of all the other planning benefits required to be paid to the Council or as the case may be the County Council, or provided in kind pursuant to any Further Obligation or payable by way of Community Infrastructure Levy when expressed on a 'per new housing unit' basis ~ which payment shall be used for contributing towards the costs of Little Stanion Primary School;</p>
"Little Stanion Up-lift Sum"	<p>a sum equal to 34% of the Additional Dwelling Sale Profit PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit which payment shall be used for contributing towards the costs of Little Stanion Primary School or such other matters benefiting the existing community occupying the Pre-Developed Land as the Council</p>

	and the County Council shall determine;
"Local Store"	a retail unit having a minimum gross external area of 400m2
"Local Store Planning Condition"	(i) the grant by the Council of an Acceptable Local Store Planning Permission; and (ii) the expiry of a period of six weeks after the grant of an Acceptable Local Store Planning Permission unless within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Acceptable Local Store Planning Permission in which case this pre-condition shall not be deemed to have been satisfied until the final determination of such proceedings (it being understood that such proceedings shall not be deemed to be finally determined for the purposes hereof until the expiry of any period allowed for any application for leave to appeal or the expiry of any period allowed in which to appeal pursuant to such leave if required) PROVIDED THAT the an Acceptable Local Store Planning Permission shall not be quashed in such proceedings)
"Management Scheme"	reasonable written particulars of the Management Entity including its corporate structure directors and officers and the mechanism of funding of the Management Entity demonstrating to the satisfaction of the Council that the proposed Management Entity can carry out the management and maintenance of the Public Open Space;
"Maintenance Scheme"	written particulars that are in general conformity with the specification appearing at Schedule 5 of this Agreement to be agreed by the Council in writing specifying the regime of maintenance of the Public Open Space to be followed by the Owner and subsequent to the transfer of the Public Open Space to the Management Entity by the Management Entity subject to any variations thereto as may be proposed in writing by the Owner and approved in writing by the Council from time to time;
"Management Entity"	Little Stanion Farm Management Company Limited (registered company number 06373075) of 1 Adelaide House, Corby Gate Business Park, Priors Haw Road, Corby, Northamptonshire, NN17 5JG which shall be responsible for the long term maintenance and management of the Public Open Space in accordance with paragraph 12 of the Fourth Schedule;
"New Masterplan"	a high level description of the development within the Residual Site that is in general conformity with Plan 2 to be submitted no later than the date on which the first Further Application is made to the Council and which shows at a minimum the principal locations and main identifying features of: i) areas of Public Open Space ii) childrens' play areas (local area for play, local equipped area for play, neighbourhood equipped area for play, and multi use games area) iii) playing field iv) NCB v) Local Store vi) areas for Dwellings vii) main access ways and main spine roads
"NCB"	a new community building having a gross external area of a minimum of 400 square metres to be constructed on the NCB Site

to a standard and specification to be agreed with the Council acting reasonably

“NCB Planning Condition”

(i) the grant by the Council of an Acceptable NCB Planning Permission; and

(ii) the expiry of a period of six weeks after the grant of an Acceptable NCB Planning Permission unless within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Acceptable NCB Planning Permission in which case this pre-condition shall not be deemed to have been satisfied until the final determination of such proceedings (it being understood that such proceedings shall not be deemed to be finally determined for the purposes hereof until the expiry of any period allowed for any application for leave to appeal or the expiry of any period allowed in which to appeal pursuant to such leave if required) PROVIDED THAT the an Acceptable NCB Planning Permission shall not be quashed in such proceedings);

“NCB Site”

a site in the village centre south of the existing primary school the precise location and parameters of which shall be determined through the submission of a planning application for the NCB PROVIDED THAT the NCB Site shall have a gross area of at least 400 m2;

“NCB Transfer Terms”

the transfer of the NCB shall take place on the following basis:

- 1 the consideration shall be the sum of £1 (one pound);
- 2 the transfer shall be subject to all encumbrances that exist on the date of the transfer (save for financial charges) and the reservation of such rights and easements for the benefit of the Residual Site and/or any adjoining land retained by the Owner as are reasonably necessary and required in connection with the Development TOGETHER WITH such rights and easements as are reasonably necessary and required for the use and enjoyment of the relevant land for the purposes for which it is being transferred;
- 3 the covenants on the part of the Council in the transfer instrument shall include the following covenants:
 - (i) not to use or suffer the NCB to be used other than for the purposes for which it is being transferred for the benefit of members of the public;
 - (ii) to maintain the NCB Site in a clean and tidy condition consistent with its use at all times;
 - (iii) not to build or allow or suffer to be built any building on the NCB Site;
4. the NCB Site shall be offered in a Serviced Condition;
5. the benefit of all manufacturer's and other warranties shall be assigned to the Council on the date of completion of the transfer;

and if the transfer of the NCB were to be agreed by the Owner and the Council to take the form of the grant of a long lease by the Owner to the Council these terms shall apply mutatis mutandis to

	the grant of the said lease accordingly;
“Oakley Vale Cycleway Link”	a cycleway linking the Old Site with Oakley Vale whose precise specification and route parameters shall be agreed or determined in accordance with this Deed;
“Occupation” “Occupy” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
“Old Agreements”	collectively the following: <ul style="list-style-type: none"> (i) an agreement between Corus UK Limited (1) the Council (2) and the County Council (3) under section 106 of the Act dated 4 July 2006 in respect of the Old Site; and (ii) an agreement between the Owner (1) the Council (2) and the County Council (3) and the Mortgagee (4) in respect of a part of the Site known as the ‘Berbank site’ under section 106 of the Act dated 28 July 2008; and (iii) a further agreement between the Owner (1) the Council (2) and the County Council (3) and the Mortgagee (4) in respect of that part of the Site known as the ‘Berbank site’ under section 106 of the Act dated 6 September 2010;
“Old Agreements Deficit”	the aggregate total of the quantified sums payable but not yet paid at the date of the Decision Notice to the Council or to the County Council pursuant to an agreement between Corus UK Limited (1) the Council (2) and the County Council (3) under section 106 of the Act dated 4 July 2006 in respect of the Old Site LESS the sum of £945,000 (nine hundred and forty-five thousand pounds) which was defined as the Community Facilities Contribution in the said agreement;
“Old Site”	the total site area bound by the Old Agreement of 4 July 2006 (which contains the Pre-Developed Land which is hereby released from liability under the Old Agreements pursuant to the Decision Notice) and which also contains the Residual Site in respect of which they remain enforceable subject to and in accordance with the modifications effected hereby;
“On-site Roads”	the carriageways footways and other infrastructure for the use of pedestrians or vehicles to pass and re-pass already partially constructed on the Old Site;
“On-site Sewers”	the drains and sewers already partially constructed on the Old Site to serve amongst other properties the Dwellings occupied on the Pre-Developed Land;
“OSH Specification”	a specification of works to on-site highways necessary and sufficient to make good on-site highways to an adoptable standard;
“OSH Programme”	a written programme setting out the time periods within which defined stages of the OSH Works are to be carried out;
“OSH Works”	works to on-site highways approved by the County Council as necessary and sufficient to make good on-site highways to an adoptable standard;

“OSS Specification”	a specification of works to on-site sewers necessary and sufficient to make good on-site sewers to an adoptable standard;
“OSS Programme”	a written programme setting out the time periods within which defined stages of the OSS Works are to be carried out;
“OSS Works”	works to on-site sewers approved by the Undertaker as necessary and sufficient to make good on-site sewers to an adoptable standard;
“Phase”	a phase of the Development to be submitted and approved as part of the relevant Further Application in relation to the Residual Site;
“Plan 1”	the plan annexed to this Agreement entitled “Little Stanion Farm Key Diagram ” drawing reference 1611-M01G;
“Plan 2”	the title plan in respect of registered title NN269359 a copy of which is incorporated herewith
“Planning Permission”	outline planning permission 04/00442/OUT dated 5 July 2006 whereby outline planning permission for residential and associated development was granted in respect of the Old Site;
“POS Application”	an application for planning permission for works to lay out or construct the Public Open Space for the benefit of existing and/or future residents of dwellings on the Pre-Developed Land or Dwellings on the Residual Site;
“POS Consultation”	such reasonable public consultation process as shall be agreed between the Owner and the Council (or determined in default of agreement pursuant to clause 12) in respect of the scope and nature of future Public Open Space Works to enable in particular the residents of Dwellings already constructed and occupied on the Pre-Developed Land a reasonable opportunity to express their opinions respecting the same;
“Practical Completion”	issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect and the terms “Practically Completed” shall be construed accordingly;
“Pre Developed Land”	that part the Old Site on which some residential development has already taken place being all of the Old Site other than the Residual Site;
“Provisional Up-lift Calculation”	a written calculation by the Owner in respect of whether and to what extent any Additional Dwelling Sale Profit arises including without limitation an appraisal summary substantially in the form of the Approved Appraisal Summary amended as required in order to record the outcome of the calculation of Additional Dwelling Sale Profit;
“Public Open Space”	the areas of the Residual Site indicated as open space or recreational areas shaded green or orange on Plan 1 the precise parameters of which are to be defined as such on a plan submitted by the Owner and approved in writing by the Council (or determined in accordance with clause 12) or such other area or areas of the Residual Site as shall be agreed in writing between the Council and the Owner from time to time;

“Reasonable Regulations”	such reasonable regulations as the Management Entity may impose from time to time for reasons of good estate management in the interests of the health safety and wellbeing of all those using the Public Open Space for lawful recreational purposes;
“Residual Site”	the part of the Old Site owned by Silentpride Limited and remaining within registered title NN269359 at the date of the Decision Notice as the same is shown for the purposes of identification on Plan 2;
“Serviced Condition”	In relation to the NCB Site the provision of all Service Installations and roads to the boundary thereof in accordance with a scheme approved by the Council;
“Service Installation”	any laying installation repair maintenance and or re-location of any pipes cables conduits or other service media for gas water electricity foul and surface water drainage telephonic or other communications or information conducting media in on under or over any part of the Old Site for the benefit of any part of the development already undertaken on the Pre-Developed Land or to be undertaken hereafter on any part of the Old Site including without limitation on the Residual Site and “Service Installations” means the said pipes cables conduits or other service media;
“Section 38 Agreement”	an agreement under section 38 of the Highways Act 1980 between the Owner and the County Council in respect of the On-Site Roads to the intent that the same shall become public highways maintainable at the public expense;
“Section 104 Agreement”	an agreement under section 104 of the Water Industry Act 1991 between the Owner and the statutory undertaker in respect of the On-Site Sewers to the intent that the same shall become public sewers maintainable at the expense of the undertaker as part of the public sewerage network;
“Silentpride Release”	the termination of the administration of Silentpride Limited following the sufficient achievement of the purpose of the administration and the administrators obtaining their discharge from liability in accordance with paragraph 98 of Schedule B1 IA86;
“Substantially Completed”	completed save for very minor defects so that the relevant works can be used for the purpose for which they were designed and “Substantial Completion” shall be construed accordingly;
“Tata Land”	the land owned by Tata adjacent to the north-eastern boundary of the Site the precise parameters of which are to be defined as such on a plan to be submitted by the Owner and approved in writing by the Council (or determined in accordance with clause 12);
“Tata Land Application”	an application for outline planning permission or full planning permission for residential development and ancillary infrastructure and open space up to a maximum of 125 units of residential accommodation on the Tata Land;
“Tata Land Planning Condition”	a contractual pre-condition which will be satisfied if and only if all of the following events have occurred: (i) the Owner or its nominee shall have entered into an Acceptable Tata Land Contract; and

(ii) the grant by the Council of an Acceptable Tata Land Planning Permission; and

(iii) the expiry of a period of six weeks after the grant of an Acceptable Tata Land Planning Permission unless within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the an Acceptable Tata Land Planning Permission in which case this Deed is conditional upon the final determination of such proceedings (it being understood that such proceedings shall not be deemed to be finally determined for the purposes hereof until the expiry of any period allowed for any application for leave to appeal or the expiry of any period allowed in which to appeal pursuant to such leave if required) PROVIDED THAT the an Acceptable Tata Land Planning Permission shall not be quashed in such proceedings);

“Transfer”

the freehold transfer (or if the Owner and the Council shall so agree the creation of a long leasehold estate by the grant of such a lease by the Owner to the Council);

“Unconditional Date”

the date on which the last to occur of (i) the issue of the Decision Notice and (ii) the Silentpride Release shall occur;

“Viable Development”

development on the Residual Site of the form defined in a Further Application and which it would be financially viable for the Owner or its nominee to carry out according to a methodology and calculation agreed between the Owner or its nominee and the Council or determined in accordance with clause 12 in default of agreement PROVIDED THAT no development shall under any circumstances be considered viable if the aggregate cost of all the other relevant planning benefits required to be paid to the Council or as the case may be the County Council or provided in kind pursuant to any planning obligation or planning condition when expressed on a 'per new housing unit' basis shall exceed £11,000 (eleven thousand pounds);

“Viable Tata Land Development”

development on the Tata Land of the form defined in the Tata Land Application and which it would be financially viable for the Owner or its nominee to carry out according to a methodology and calculation agreed between the Owner or its nominee and the Council or determined in accordance with clause 12 in default of agreement;

“Welcome Centre Site”

the part of the Residual Site on which the building currently known as the 'Welcome Centre' is currently located.

“Woodland Areas”

the woodlands in respect of which pursuant to clause 6 of the Old Agreement dated 4 July 2006 a woodland management plan applies

2. CONSTRUCTION OF THIS DEED

2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed and for the avoidance of doubt references to “this Deed” are references to the planning obligations following modification of the Old Agreements effected by the Decision Notice pursuant to section 106A(8) of the Act notwithstanding the absence of execution of ‘this Deed’.

- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

- 3.1. This records all the terms of all planning obligations enforceable in respect of the Residual Site pursuant to the Decision Notice and section 106A (8) of the Act.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council in the case of covenants made with them as local planning authorities against the Owner in respect of the Residual Site.

4. CONDITIONALITY

- 4.1. Without prejudice to clause 4.2, this Deed is conditional upon the issue of the Decision Notice.
- 4.2. The obligations in Clauses 5, 6 and 9 and the First Schedule of this Deed are also conditional upon and shall not take effect unless and until the occurrence of the Silentpride Release and such occurrence shall be notified in writing by the Owner to the Council and the County Council.

5. THE OWNER'S COVENANTS

- 5.1. The Owner covenants with the Council and the County Council as set out in the First Schedule.

6. THE COUNCILS' COVENANTS

- 6.1. The Council in its capacity as the local planning authority covenants with the Owner as set out in the Second Schedule.
- 6.2. The County Council covenants with the Owner as set out in the Third Schedule.

7. MISCELLANEOUS

- 7.1. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.2. This Deed shall be registrable as a local land charge by the Council.
- 7.3. Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.4. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6. This Deed shall cease to have effect if the determination of the Application by the issue of the Decision Notice shall be quashed or any of the modifications effected thereby are declared to have been unlawfully made.
- 7.7. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Residual Site or in part of the Residual Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8. This Deed shall not be enforceable against:
- 7.8.1. (for the avoidance of doubt) the Pre-Developed Land or any part thereof or any owner of any part thereof or any person deriving title to any part thereto from such owner;
- 7.8.2. owner-occupiers or tenants of Dwellings (whether constructed pursuant to the Planning Permission, a Further Permission or any other planning permission granted prior to or after the date of the Decision Notice) nor against those deriving title from them; nor
- 7.8.3. any statutory undertaker holding an estate or interest in the Residual Site or part of the Residual Site nor against plant equipment conduits or structures located there for its operational purposes; nor
- 7.8.4. anyone whose only interest in the Residual Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site; nor
- 7.8.5. any person whose only interest in the Residual Site or any part of it is an estate or interest in any subterranean stratum of mineral or other matter.
- 7.9. Nothing in this Deed shall prohibit or limit the right to develop any part of the Residual Site in accordance with a planning permission (other than the Planning Permission or a Further Permission) granted (whether or not on appeal) after the date of this Deed nor shall any payment be due to the Council or the County Council pursuant to this Agreement as a result of any development carried out pursuant to such later planning permission.

8. WAIVER

- 8.1. No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP AND MONITORING

- 9.1. The Owner agrees with the Council to give to the Council within 10 working days the Council written notice of any change in ownership of any of its interests in the Residual Site (save for any transfer in respect of a Dwelling or to any other person against whom this Agreement is not enforceable pursuant to clause 7.8.2 to 7.8.5 inclusive occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Residual Site purchased by reference to a plan.
- 9.2. From the Commencement of Development the Owner shall notify the Council in writing upon the Occupation of every 30 Dwellings constructed pursuant to any planning permission granted in respect of development which is the subject of a Further Application.

10. INTEREST

- 10.1. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

11. VAT

- 11.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable but no value added tax shall be payable by any person other than pursuant to a valid value added tax invoice addressed to that person.

12. DISPUTE PROVISIONS

- 12.1. In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more

than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

- 12.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

13. COMMUNITY INFRASTRUCTURE LEVY

- 13.1. If after the date of the Decision Notice there shall be enacted any "tax" related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Agreement or under any condition attached to the Planning Permission or any Further Permission change or that the Owner must pay a sum to any person (whether HM Government or to the Council or to the County Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Agreement then the parties agree that the terms of this Agreement may at the election of the party affected be modified to such extent (if any) as is necessary to ensure that the party affected shall not be required to contribute (whether by financial contribution or works in kind or both) more than once (in whole or in part) for any item of infrastructure or matter.

14. JURISDICTION

- 14.1. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15. THE MODIFICATION OF THE OLD AGREEMENTS

- 15.1. Subject to clause 15.3 with effect from the date of first satisfaction of the pre-condition in clause 4.1 the Old Agreements shall have effect subject to the modifications specified in the Application (as set out in this Deed) and for the avoidance of doubt shall not be enforceable against the Pre-Developed Land or any person having any estate or interest in the Pre-Developed Land or any part of it.
- 15.2. Subject to clause 15.3 the Council and the County Council declare and acknowledge that with effect from the date of the first satisfaction of the pre-condition in clause 4.1 they renounce and abandon any claim action cause dispute or difference against or with any party to any of the Old Agreements and any person deriving title from any such party and shall hereafter hold any such party and any such person deriving title from such person fully and effectually indemnified against all costs expenses liabilities or other costs whatsoever and howsoever arising from any breach of any provision of any of the Old Agreements WITHOUT PREJUDICE to the enforceability of the modified planning obligations set forth in this Deed against the Owner of the Residual Site.
- 15.3. The Application does not seek to modify or discharge the planning obligation in clause 6 of the Old Agreement dated 4 July 2006 (Woodland Management Plan) (including the definitions and plan relating to the said clause 6) which shall remain in full force and effect and enforceable in accordance with the Old Agreements. For the avoidance of doubt the beneficial owner from time to time of the Woodland Areas as defined in that Old Agreement shall also continue not to be bound by any obligation other than the said clause 6 in the manner set forth in the final part of clause 1.2.2 of the Old Agreement of 4 July 2006.

THE REPLACEMENT SCHEDULES

The following schedules shall be substituted for the schedules contained in the Old Agreements:

FIRST SCHEDULE

The Owner shall with effect from the Unconditional Date:

PART ONE: THE RESIDUAL SITE

On-site Highways

1. Within three months of the Unconditional Date submit the OSH Specification and the OSH Programme for the Council's approval;
2. Use reasonable and commercially sensible endeavours to procure the adoption of the On-site Roads (including but not limited to street furniture and lighting) by entering into a Section 38 Agreement;
3. Within 28 days of the completion of any Section 38 Agreement (unless provided to the contrary therein) to commence and thereafter carry out and complete to the satisfaction of the Council each element of the OSH Works in accordance with the approved OSH Programme and OSH Specification subject to the terms of the Section 38 Agreement;

On-Site Sewers

4. Within three months of the Unconditional Date submit the OSS Specification and the OSS Programme for the Council's approval;
5. Use reasonable and commercially sensible endeavours to procure the adoption of the On-site Sewers by the Undertaker including without limitation: (i) observing and performing the terms of any pre-existing agreement under section 104 of the Water Industry Act 1991 (as amended); or (ii) the exercise by the statutory undertaker of a power to adopt the same as public sewers maintainable at the expense of the said undertaker without any further agreement being required to be entered into; or (iii) entering into a Section 104 Agreement;
6. Within 28 days of the completion of any new Section 104 Agreement (unless provided to the contrary therein) to commence and thereafter carry out and complete to the satisfaction of the said undertaker each element of the OSS Works in accordance with the approved OSS Programme and OSS Specification subject to the terms of the said new Section 104 Agreement;

New Masterplan

7. No later than the submission of the first of the Further Applications submit the New Masterplan to the Council for approval.

Public open Space

8. Within three months of the Unconditional Date commence the POS Consultation and provide to the Council a written report thereof within 28 days of the completion of the POS Consultation;
9. Within three months of the completion of the POS Consultation submit the POS Application or otherwise submit details of the Public Open Space for the Council's approval;
10. Carry out and complete to the reasonable satisfaction of the Council each element of the approved Public Open Space Works to a specification first approved in writing by the Council or an inspector appointed by the Secretary of State pursuant to a planning condition on any planning permission authorising the construction of the Public Open Space and make the area of the Public Open Space in respect of which those Public Open Space Works shall have been carried out available for public use PROVIDED THAT if the Owner shall decide to submit the POS Application it shall be at liberty to appeal to the Secretary of State in the event of any refusal or non-determination of the same and the expression "Public Open Space Works" shall be understood to be the works authorised by a planning permission granted by an Inspector exercising the jurisdiction of the

Secretary of State or by the Secretary of State if he shall assert or recover such jurisdiction if the Owner shall in its absolute discretion implement such planning permission;

11. Prior to completing the Public Open Space Works, provide the Management Scheme to the Council;
12. Notify the Council of completion of the Public Open Space Works and invite the Council to inspect the same and the Owner shall carry out any remedial works identified by the Council acting reasonably;
13. From the completion of the Public Open Space Works to the reasonable satisfaction of the Council the Owner shall:
 - 13.1 procure the transfer of the Public Open Space to the Management Entity and upon completion of the transfer to the Management Entity the Management Entity (and absent any such transfer the Owner) shall:
 - 13.1.1 not use the Public Open Space (excluding any part thereof which forms part of a sustainable urban drainage system) for any purpose other than for the provision of public open space for the benefit of members of the public;
 - 13.1.2 maintain and manage the Public Open Space in a clean and tidy condition and free of defects and in accordance with the Maintenance Scheme approved by the Council;
 - 13.1.3 not build or allow or suffer to be built any building on the Public Open Space (save for any existing buildings or structures or any buildings or structures intended and designed to be ancillary to the use of the Public Open Space or as may be required in respect of Service Installation);
 - 13.1.4 allow public access to the Public Open Space, subject to any byelaws the Council may make and any Reasonable Regulations the Owner or the Management Entity may make and any restrictions on public access required in order to comply with legal requirements or reasonably resulting from Service Installation or as agreed with the Council as a result of health and safety or ecological concerns or for any other reason the Council shall lawfully determine
 - 13.1.5 Provide to the Council upon request, (but not more frequently than once per year), such documentary evidence as the Council may reasonably require to demonstrate that the Management Entity has complied with the requirement to manage the Open Space , in accordance with the Maintenance Scheme

The Community Building

14. The Owner shall within six months of the Unconditional Date submit an application for planning permission for the NCB, and within two years of the NCB Planning Condition being satisfied construct the NCB and offer to transfer it for a nominal consideration to the Council on the NCB Transfer Terms together with such other terms as shall be agreed between the Owner and the Council AND insofar as it is able to do so the Owner shall not prevent access to the existing community building on the Welcome Centre Site for the local residents and the wider public unless and until the NCB has been constructed and made available in substitution therefor.

Local Store

15. The Owner shall within six months of the Unconditional Date submit an application for planning permission for the Local Store, and within two years of the Local Store Planning Condition being satisfied construct the Local Store and offer to rent it to a retailer for a period of not less than twelve months according to a marketing strategy agreed in advance by the Council

Other Further Applications

16. The Owner shall:

- 16.1 within 6 months of the Unconditional Date make or procure the making of one or more Further Applications pursuant to which it shall seek or procure the seeking of planning permission (in outline or in full) for at least an aggregate total of 60 units of residential accommodation or such lesser amount of development as shall have been determined to be Viable Development;
- 16.2 within 12 months of the Unconditional Date make or procure the making of one or more Further Applications pursuant to which it shall seek or procure the seeking of planning permission (in outline or in full) for at least an aggregate total of 100 units of residential accommodation or such lesser amount of development as shall have been determined to be Viable Development;
- 16.3 within 18 months of the Unconditional Date make or procure the making of one or more Further Applications pursuant to which it shall seek or procure the seeking of planning permission (in outline or in full) for at least an aggregate total of 165 units of residential accommodation or such lesser amount of development as shall have been determined to be Viable Development.

The Little Stanion Payment Obligations

- 17. The Owner shall not Occupy nor permit the Occupation of more than:
 - 17.1 50% of the Dwellings in a Phase until 50% of the Little Stanion Community Payment shall have been made to the County Council in respect of the total number of Dwellings in that Phase.
 - 17.2 80% of the Dwellings in a Phase until a further and final 50% of the Little Stanion Community Payment shall have been made to the County Council in respect of the total number of Dwellings in that Phase

PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit

PART TWO: THE TATA LAND

- 1. The Owner will use reasonable and commercially sensible endeavours to enter into the Acceptable Tata Land Contract within two years of the Unconditional Date.
- 2. If the Owner (or a company in the same group as the owner) has acquired the Tata Land it shall not make any Tata Land Application or carry out any development on the Tata Land unless and until it has entered into an undertaking pursuant to s106 of the 106 Act the effect of which is to bind its interest in the Tata Land with the obligations contained in this Agreement.
- 3. The Owner shall use reasonable and commercially sensible endeavours to make or procure the making of the Tata Land Application within 6 months of the Owner having entered into an Acceptable Tata Land Contract.

Oakley Vale Cycleway Link

- 4. The Owner shall use reasonable and commercially sensible endeavours within 6 months of the satisfaction of the Tata Land Planning Condition to:
 - 4.1 submit for the approval of the Council and the County Council a specification and plan for the Oakley Vale Cycleway Link the specification and precise parameters of which shall be agreed or determined in default of agreement pursuant to clause 12;
 - 4.2 within 24 months of the approval or determination of the specification and precise parameters of and for the Oakley Vale Cycleway Link apply for all necessary consents to enable the lawful construction and dedication of the same as a public right of way PROVIDED THAT for the avoidance of doubt the Owner shall not be obliged to pay or provide any consideration in money or money's worth to any third party for any property or other rights to construct or procure the dedication of the same or any part of it;

- 4.3 within 12 months of the obtaining of the last necessary consent to enable the construction of the Oakley Vale Cycleway Link to commence and carry out the construction of the same in accordance with a programme first agreed in writing with the Council and the County Council PROVIDED THAT the Owner shall not be liable to repair or maintain the Oakley Vale Cycleway Link following the completion of the construction thereof to the reasonable satisfaction of the Council and the County Council.

The Little Stanion Community Payment as applicable to the Tata Land

5. The Owner shall not Occupy nor permit the Occupation of more than:
- 5.1 50% of the Dwellings authorised by an Acceptable Tata Land Planning Permission until 50% of the Little Stanion Community Payment shall have been made to the Council in respect of the total number of Dwellings authorised by that Acceptable Tata Land Planning Permission;
- 5.2 80% of the Dwellings authorised by an Acceptable Tata Land Planning Permission until a further and final 50% of the Little Stanion Community Payment shall have been made to the Council in respect of the Dwellings authorised by that Acceptable Tata Land Planning Permission

PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit.

PART THREE: THE LITTLE STANION UP-LIFT SUM (APPLICABLE IN RESPECT OF BOTH THE RESIDUAL SITE AND THE TATA LAND)

1. The Owner shall within 21 days of the earlier of:
- 1.1 Substantial Completion of the 160th Dwelling constructed and occupied pursuant to a Further Permission in respect of the Residual Site; and
- 1.2 Completion of 95% of the total number of Dwellings permitted pursuant to the Further Applications; and
- 1.3 the date which is five years of the date of issue of the Decision Notice
- send to the Council and the County Council the Provisional Up-lift Calculation in respect of the Dwellings constructed and occupied on the Residual Land.
2. If the Tata Land Planning Condition shall have been satisfied and the Owner shall have acquired a legal estate in the Tata Land pursuant to an Acceptable Tata Land Contract, the Owner shall within 21 days of the earlier of:
- 2.1 Substantial Completion of the 120th Dwelling constructed and occupied pursuant to a Further Permission in respect of the Tata Land; and
- 2.2 the date which is five years of the date of issue of the Decision Notice
- send to the Council the Provisional Up-lift Calculation in respect of any Dwellings constructed and occupied on the Tata Land.
3. The Council shall within 56 days of receipt of the Provisional Up-lift Calculation pursuant to paragraphs 1 or 2 above inform the Owner in writing that either (i) the Provisional Up-lift Calculation is approved; or (ii) the Provisional Up-lift Calculation is not approved and if it is not approved the Council shall give written reasons therefor.
4. If the Provisional Up-lift Calculation is approved by the Council the Owner shall pay to the Council within 21 days of receipt of written notice of such approval the Little Stanion Up-lift Sum (if any) stated in the Provisional Up-lift Calculation.

5. If the Provisional Up-lift Calculation is not approved by the Council within 56 days of receipt of it by the Council the amount of any Little Stanion Up-lift Sum shall be determined pursuant to clause 12 if either party shall refer it for dispute resolution in accordance therewith and the Owner shall pay to the Council the amount thereby determined within 21 days of publication of such determination.

ALWAYS PROVIDED THAT the aggregate total sum payable by way of Little Stanion Community Payment and Little Stanion Up-lift Sum shall never exceed the Old Agreements Deficit

SECOND SCHEDULE
COUNCIL'S COVENANTS

- 1 The Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
- 2 The Council shall pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose or if the Council has received a fully costed scheme from the County Council and has made payment to the Council in respect thereof) within seven years of the date of receipt by the Council of such payment together with interest at the Co-Operative Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
- 3 The Council shall provide to or procure for the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 4 The Council covenants to pay 50% of the Little Stanion Up-lift Sum to the County Council within 28 days of receipt of the money from the Owner.

THIRD SCHEDULE

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

FOURTH SCHEDULE

ADDITIONAL DWELLING SALE PROFIT

PART ONE: BACKGROUND

This schedule sets out the basis for calculating the Additional Dwelling Sale Profit.

The Additional Dwelling Sale Profit is to be calculated:

- (i) in the context of the background summarised in this Part One of this Schedule;
- (ii) in accordance with the formula set out in Part Two of this Schedule.

By an appraisal summary titled "Little Stanion – Additional Site Areas 165 Units" appended to the Approved EVA ("the Appraisal Summary") it has been determined that the Development of the Residual Site pursuant to a Further Permission(s) should on the assumptions therein stated fund an aggregate total Little Stanion Community Payment of £1,800,000 (one million eight hundred thousand pounds). That figure – which is identified in the Appraisal Summary as "S106" immediately under the heading "Municipal Costs" represents £11,000 (eleven thousand pounds) per Dwelling multiplied by 165 Dwellings = £1.815M rounded down to £1.8M.

That Appraisal Summary assumed amongst other things that the revenue for gross sales of all 165 Dwellings would total £27,803,840 (which represents a rate per square foot of £152 multiplied by an assumed total area in square feet of 182,920 square feet).

The Council and the County Council consider that in order that the Development pursuant to the Further Permissions should remain acceptable in planning terms in circumstances in which the *actual* revenue achievable on sales of Dwellings were to increase the Council and/or the County Council (as they may agree between them) should receive a reasonable and proportionate *additional* contribution towards the Old Agreements Deficit for the benefit of the community of Little Stanion.

That additional contribution is the Little Stanion Up-lift Sum and it represents one third (rounded up to 34% in favour of the Council and the County Council) of any Additional Dwelling Sale Profit.

The formula set out in Part Two of this Schedule addresses such *actual* revenue and outlay figures as will be available after the substantial completion of the great majority of the Dwellings in respect of which the Owner is to make Further Applications (actual figures generally replacing the *assumed* figures which appeared in the Appraisal Summary, but subject to certain specific continuing assumptions as stated below). For example, build and infrastructure costs will be reviewed upwards or downwards based on the actual costs which will have been incurred.

If any Little Stanion Up-lift Sum shall be payable in respect of the Tata Land the Additional Dwelling Sale Profit shall be calculated in accordance with the formula in Part Two of this Schedule *mutatis mutandis*

PART TWO: THE FORMULA

The Additional Dwelling Sale Profit =

NR minus (C + P)

Where:

NR = "Net Realisation" being the actual net realisation calculated by deducting *actual* purchaser's costs from the *actual* gross development value but otherwise applying the method set out in the Appraisal Summary.

C = "Costs" being the aggregate total outlay in respect of:

ACQUISITION COSTS

Comprising:

- (i) a residual land value representing 75% of market value of the Residual Site as at Commencement of Development increased (if at all) in accordance with changes in the Index from the date of Commencement of Development to the date of calculation of the Additional Dwelling Sale Profit.
- (ii) Town Planning application fees and costs (not including S106 but including the costs of the New Masterplan preparation and approval process) and being the actual figure for these costs to replace the assumed figure of £32,389 which appeared in the Appraisal Summary).

CONSTRUCTION COSTS

Comprising:

- (i) The actual construction costs for *all the Development* carried out pursuant to Further Permission on or including without limitation all construction costs for the NCB, retail units, and Dwellings.
- (ii) A contingency at 3% as stated in the Appraisal Summary.
- (iii) Other Construction Costs:
 - (a) The actual construction costs for all externals including without limitation the costs of completing the On-site Roads and the On-Site Sewers and the Public Open Space.
 - (b) Municipal Costs comprising the assumed Little Stanion Community Payment aggregate total of £1,800,000 (one million eight hundred thousand pounds) or the actual aggregate total S106 costs secured by any Further Obligation if greater (reduced pro rata if less than 165 Dwellings on the Residual Site have been sold when the calculation of the Additional Dwelling Sale Profit is made).

PROFESSIONAL FEES

The *actual* professional fees incurred including without limitation planning consultancy and legal fees and *actual* development manager/promoter fees incurred.

MARKETING & LETTING

The actual marketing, letting agent and letting legal fees incurred.

DISPOSAL FEES

The actual sales agent and sales legal fees incurred.

FINANCE

The actual total cost of finance incurred.

P = profit being a sum equal to 20% of the gross development value (being a developer's profit level slightly below the 20.07% on GDV figure used in the Approved EVA

FIFTH SCHEDULE

PUBLIC OPEN SPACE MAINTENANCE SPECIFICATION

1. OPEN SPACE MAINTENANCE SPECIFICATION

1.1 Any Amenity Grassland

Objectives

- 1.1.1 To provide a well-tended green canvass for the public open spaces of the site, offering areas for exercise, play and visual amenity.
- 1.1.2 All amenity grass areas are to be maintained in a neat and tidy state through regular mowing, edge trimming around ornamental shrub beds, herbicide application, repairs to eroded areas, aeration, and reseeded as necessary to maintain a uniform and healthy sward.

Code	Prescription	Frequency	Details
A1	Litter pick and scavenge	Weekly	Site to be kept free of litter, stones and debris through a once-weekly operation at all times during the year. All litter, debris, and stones that have migrated to the surface should be removed prior to mowing.
A2	Grass cutting and edge trimming	Weekly in Spring; Fortnightly in Summer & Autumn	Grass cutting to be undertaken weekly in Spring, and fortnightly in Summer and Autumn, totalling a maximum of 24no. visits per year. Grassed areas to be kept to a maximum height of 40mm in normal conditions. In drought conditions adjust cutting heights to c.60mm. In very wet conditions, all operations involving grass cutting shall cease until conditions allow operations to continue without damaging the surfacing, levels and contours of the ground. Path edges, fence-lines and hedge bottoms etc to be strimmed as necessary to maintain tidy appearance. Maximum of 24no. visits per year. Steep embankments are to be left as meadow grass (see Section B below).
A3	Weed control	3no. visits per year	Thistle, docks & other undesirable weeds are to be treated with an appropriate herbicide on a maximum of 3no. visits per year. Apply in dry, calm conditions and allow a period of 3 days to elapse before grass is cut.
A4	Fertiliser	2no. visits per year	March: NPK ratio of 15:10:10 Spring fertiliser applied at the manufacturers recommended rate. September: NPK ratio of 5:10:10 Autumn fertiliser applied at manufacturers recommended rate. NB: No fertiliser is to be applied to the meadow grassland and marginal areas around lakes and stream (See Section 2.6 Meadow Areas below). This item to be priced as a provisional item which will be discussed and authorised by the appropriate person prior to commencement.
A5	Provisional items	As required, upon agreement	The health of the grass areas will be maintained at all times, and damaged areas are to be made good as soon as practicable. Therefore the following operations may occasionally need to be carried out as required: <ul style="list-style-type: none"> • Scarifying to remove moss and thatch • Topdressing and reseeded • Aerating These items will be discussed with and authorised by the appropriate person prior to commencement.

1.2 Any Meadow Grassland

Objectives

- 1.2.1 Meadows will provide an informal visual amenity with opportunities for invertebrates, and small birds and mammals to forage in the urban environment. This will be achieved through the promotion of attractive species such as meadow buttercup, poppy, devils-bit scabious, and knapweed, and the control of undesirable weeds such as thistle, dock, and bristly ox-tongue.
- 1.2.2 These grassland areas are to be maintained as a biodiversity resource. Nutrient levels are to be kept low by abstaining from fertiliser application, and grass will receive a single annual hay cut in the late Autumn.
- 1.2.3 In addition, existing vegetation along the hedgerows / ditches should be allowed to develop and be managed in the same way as the meadow areas.

Code	Prescription	Frequency	Details
B1	Litter Pick and Scavenge	Weekly	Remove litter on a once weekly basis, and immediately prior to meadow cut.
B2	Grass cutting	Annually in Autumn following seed drop	1no. visit in October. Grassed areas to be cut to a height of c.200mm. In areas near to wetland features the arisings are to be left in situ for up to 1 week after the cut to enable any invertebrates to access the ditch / pond margin vegetation - arisings are then to be removed. In all other grassland areas arisings are to be removed from site.
B3	Weed control	3no. visits per year	Thistle, docks & other undesirable invasive weeds are to be removed in 3no. visits per year as required, through targeted application of appropriate herbicides or by hand pulling (thistle is unlikely to be effectively controlled through hand pulling alone). Only those herbicides that have been cleared for use in or near water (MAFF 1995) may be used in the vicinity of wetland features. Apply herbicide in dry, calm weather conditions and at the appropriate time of the year. Avoid spray drift onto adjacent areas. Spraying to be undertaken prior to flowering for effective control.

1.3 Any Marginal and Aquatic Vegetation

Objectives

- 1.3.1 These areas will provide potential nesting and protective cover opportunities for water birds and aquatic mammals and amphibians.
- 1.3.2 Marginal planting areas will generally be allowed to grow tall & develop naturally following establishment. It is important to maintain a balance between amenity & natural pond quality.

Code	Prescription	Frequency	Details
C1	Litter pick and scavenge	Weekly	Areas to be cleared of litter once weekly.
C2	Vegetation clearance	Annually	In order to retain a balance of reeds and other marginal vegetation, and prevent choking up of open water areas, the removal of reed vegetation should be reviewed at the end of each growing season with any removal of plants carried out by strimming between January and March. Any arisings are to be left in situ for up to 1 week to enable any invertebrates to access the lake margin

Code	Prescription	Frequency	Details
			vegetation - arisings are then to be removed. No more than c.25% of the marginal vegetation of any area to be removed in one year.
C3	Weed control	3no. visits per year	Thistle, docks & other undesirable invasive weeds are to be removed in 3no. visits per year as required. Hand weeding is preferred, but targeted application of appropriate herbicides may be used if necessary. Only those herbicides that have been cleared for use in or near water (MAFF 1995) may be used in the vicinity of wetland features. Apply herbicide in calm weather conditions and at the appropriate time of the year.
C4	De-silting	Every three years max.	Depth of water in smaller water bodies within any SUDS system should be maintained to provide a range of habitats. Any excavation or removal of sediment deposits should be carried out locally (ensuring no damage or disturbance to the original pond profile). Pockets of reed and other marginal and aquatic planting should be left. Any excavation should be undertaken during the winter months, using appropriate machinery. Excavated material is to be left within a lay down area adjacent to the ponds for at least 24 hours to allow overwintering aquatic animals to return to the water, prior to its removal off site.
C5	Aquatic vegetation control	Biennially	Removal of vegetation in any ponds should be undertaken once every other year maximum, by hand pulling/cutting or digging out of rootstock during winter months to minimise any likely disturbance. No aquatic herbicides are to be used. Removal of wetland plants should be selective, to maintain species diversity. Any stream should be managed as a series of open water and vegetated areas. Any vegetation clearance should be done on a planned rotational basis to minimise disturbance to the pond habitat

1.4 Any Specimen Avenue Trees and Tree Groupings

Objectives

- 1.4.1 These trees provide essential habitat for invertebrates and birds in the urban environment. Their long-term establishment will fix carbon, and help to reduce urban microclimatisation.
- 1.4.2 Avenue or individual trees should be formally maintained. Informal tree groups should be maintained with a 'natural' approach.

Code	Prescription	Frequency	Details
D1	Weed control	4-6 visits per year	1m ² areas around base of trees in grass to be maintained weed and grass free through minimum of 4 and maximum of 6 visits per year, by spraying with glyphosate to obviate the need for mowing machinery to be used around the base of the trees and thus protect them from mower damage. Visits 5 and 6 to be priced per visit as additional visits as a provisional item.
D2	Pruning	Annually if required	An annual assessment of the need for selective pruning to remove any dead branches should be made at the end of each growing season with work carried out in the following winter or spring depending on species (see Pruning / Trimming Requirements). Pruning should be limited to the minimum necessary to maintain good form, vigour, to preserve views (through progressive crown lifting) and to remove dead wood or diseased and

Code	Prescription	Frequency	Details
			dying branches. Pruning is to be carried out to the highest horticultural standards using secateurs and hand saws. Dead foliage and branches are to be removed by cutting back to an outward facing bud. Suckers are to be removed by cutting back to their source on the affected plant. All tree work to be carried out in accordance with BS 3998 – 1989.
D3	Tree Ties and Stakes	Annually	Inspect tree ties at least annually during establishment to ensure that trees are well supported, firmly planted, upright, and that there is no constriction or chafing of the stem. Remove stakes and ties as soon as trees are self-supporting.

1.5 Any Ornamental Shrub Beds

Objectives

- 1.5.1 To provide visual amenity and biodiversity benefits across the site. The beds should be maintained as formal ornamental shrub areas which create a parkland character.

Notes

- 1.5.2 These areas have been designed to be generally low-maintenance; however, annual interventions will be required for weed control and litter collection. All ornamental shrub and groundcover planting areas should be kept weed-free throughout any given year to maintain their high profile amenity value.
- 1.5.3 Occasional pruning / trimming of certain species will be required to remove dead branches and maintain good form. However, the different species used have been designed to complement each other creating a varied height structure and habit. Therefore, beds are not to be trimmed to a uniform height. Certain structural species prescribed below (see Pruning Requirements) may need trimming to promote good shape or prevent encroachment on adjoining beds such as *Prunus lustanica*.
- 1.5.4 Shrub beds should also be reviewed every 3 years to identify any gaps or replacements in the shrub beds. These should be replaced using the same species.

Code	Prescription	Frequency	Details
E1	Litter pick and scavenge	Weekly	Maintain planting areas free of litter at all times through weekly visits.
E2	Weed control	3no. visits per year	Maintain planting areas free of weeds through 3no. visits per year. Requirements for weed control will reduce as the shrub canopy closes, however, this should be monitored and the margins of the shrub beds will need to be inspected regularly.
E3	Pruning	Annually as required	An annual assessment of the need for pruning should be made at the end of each growing season with work carried out in the following winter or spring depending on species (see Pruning / Trimming Requirements).
E4	Mulch	Annually	Maintain mulched areas to c.50mm depth through annual top up until canopy closes.

1.6 Any Native Shrub Edge Mix / Hazel Coppice

Objectives

1.6.1 Shrub edge mix areas to be generally allowed to grow and develop naturally.

Code	Prescription	Frequency	Details
F1	Litter pick and scavenge	Weekly	Maintain planting areas free of litter through weekly visits.
F2	Weed control	3no. visits per year max.	<p>Areas to be kept weed-free until the canopy closes – minimal selective weed control to be undertaken beyond this period as required. NB: Once areas start to mature the need for weed control will be reduced due to shading.</p> <p><i>The development of an herbaceous layer other than pernicious weeds and/or non- native weed species such ragwort, dock and thistles should be permitted in the interests of biodiversity.</i></p> <p>The maintenance schedule allows 3 visits p.a. in year 1-3 for new areas, assuming the canopy has closed sufficiently after this.</p>
F3	Shrub pruning	Annually as required	<p>The shrub edge mix areas should be allowed to develop naturally with minimal cutting required. However, occasional cutting back of these areas may be required to prevent encroachment onto POS areas or adjoining footpaths, and to remove deadwood.</p> <p>Pruning is to be carried out to the highest horticultural standards using secateurs, approved mechanical hedge cutters and hand saws.</p>
F4	Thinning works	Annually as required	Thinning work should be carried out as required to maintain a natural appearance and allow some of the slower growing species such as holly, dogwood and privet to develop and create a varied canopy structure. To BS 3998 – 1989
F5	Hazel /willow coppicing	5 -7 years on rotation	<p>Areas to be coppiced back during winter every 5-7 years on rotation to ensure good age mix in each area.</p> <p>Cut away small whippy growth from around base of stool. Remove stems one by one. Cut from outside of stool around and in, in a spiral pattern at c.25mm above ground level. Cut each stem upwards towards the centre to promote run off of water & help prevent rot. Clean up stool after coppicing including cutting off any splinters or split wood.</p> <p>NB: Felled timbers from coppicing or pruning works could be stacked in inconspicuous locations within planting adjacent to the pond / hedgerow areas as habitat suitable for invertebrates, amphibians and fungi.</p>

1.7 Any Mixed Woodland

Objectives

- 1.7.1 Mixed Woodland areas to be generally allowed to grow and develop naturally with a varied canopy structure.

Notes

- 1.7.2 In some areas that experience poor drainage conditions, areas should be monitored to prevent dominance of one species i.e. salix sp over other species and coppicing and/or thinning should be carried out on a rotational basis (see table below).

Code	Prescription	Frequency	Details
G1	Litter pick and scavenge	Weekly, with annual deep clean	Ensure planting areas are free from litter and debris through clearing paths weekly and woodland areas annually.
G2	Weed control	As required to a max. of 3no. visits per year	Selective weed control should be carried out as required to spot treat weeds with an appropriate herbicide to remove thistle, docks & other undesirable weeds. NB: Once areas start to mature, the need for weed control will be reduced due to shading. Only those herbicides that have been cleared for use in or near water may be used (MAFF 1995). Apply herbicide in calm weather conditions and at the appropriate time of the year.
G3	Pruning	Occasional as required	The woodland mix areas should be allowed to develop naturally with minimal cutting required. However, occasional cutting back of these areas may be required to prevent encroachment onto POS areas or adjoining footpaths.
G4	Thinning works	See Details	All works to conform to BS 3998 – 1989. If trees have established well, consider selective removal. Remove unhealthy or damaged specimens to allow space for future growth of healthy trees. 1-2 no. specimens should remain per single species group of 3no. plants (e.g. out of a group of 9no. ash approx. 3-6no. would be retained depending on rates of growth). The need for further extraction should be reviewed at the end of year 8. The objective is to maintain a natural appearance and allow some of the slower growing species such as holly and privet to develop and create a varied canopy structure. Thinning, trimming and shaping should be done as required according to species, variety, season, state of growth and visual effect.
G5	Coppicing willow	5 -7 years on rotation	Coppicing of willow specimens to be carried out as required to prevent dominance of willow species (<i>Salix caprea</i> and <i>S. cinerea</i>). Occasional individual specimens or small groups should be coppiced back every 5-7 years or as required. This would be done on a phased basis to ensure that there is a varied age range of willows from newly coppiced through to mature coppice areas. Cut away small whippy growth from around base of stool. Remove stems one by one. Cut from outside of stool around and in, in a spiral pattern at c.25mm above ground level. Cut each stem upwards towards the centre to promote run off of water & help prevent rot. Clean up stool after coppicing including cutting off any splinters or split wood. The development of an herbaceous layer other than pernicious weeds and/or non-native weed species such ragwort, dock and thistles should be permitted in the interests of biodiversity. NB: Felled timbers from coppicing or pruning works could be stacked in inconspicuous locations adjacent to the pond / hedgerow planting areas as habitat suitable for invertebrates, amphibians and fungi.

1.8 Any Informal Native Hedgerow
Objectives

- 1.8.1 Allow hedgerows to establish biodiversity corridors through the urban environment, to provide food and shelter for a range of birds, invertebrates, and small mammals.

Code	Prescription	Frequency	Details
H1	Litter pick and scavenge	Weekly	Ensure areas are free from all litter and debris through weekly visits
H2	Weed control	3no. visits per year	Hedge mix areas to be kept weed-free through 3no. visits per year until the canopy closes – selective weed control to be undertaken beyond this period as required. <i>The development of a herbaceous layer other than pernicious weeds and/or non-native weed species such ragwort, dock and thistles should be permitted in the interests of biodiversity.</i>
H3	Cutting Hedgerow Mix Areas	See Details	The hedgerow mix areas should be allowed to develop naturally with minimal cutting required. However, occasional cutting back of these areas may be required to prevent encroachment onto POS areas or adjoining footpaths, and to remove deadwood. Pruning is to be carried out during winter to the highest horticultural standards using secateurs, approved mechanical hedge cutters and hand saws.
H4	Hedge laying	Every 15 years	Hedges to be laid on a 15 year rotation to increase longevity and growth structure.

1.9 Any Formal Hedgerow

Objectives

- 1.9.1 Maintain as formal hedgerow areas to reflect the character of the surrounding countryside and provide food and nesting opportunities for birds.

Code	Prescription	Frequency	Details
J1	Litter pick and scavenge	Weekly	Ensure areas are free from all litter and debris through weekly visits
J2	Weed control	3no. visits per year	Hedge mix areas to be kept weed-free through 3no. visits per year until the canopy closes – selective weed control to be undertaken beyond this period as required.
J3	Hedge cutting	Annually	Formal hedges to be maintained annually to a height of between 1.5-2m high with an 'A' shaped profile to promote dense vegetation at the base.

1.10 Any Existing Hedgerow

Objectives

- 1.10.1 Maintain current state of informal but well defined hedge-line c.3-4m high to provide urban spaces for nesting birds.

Code	Prescription	Frequency	Details
K1	Litter pick and scavenge	Weekly	Ensure areas are free from all litter and debris through weekly visits

Code	Prescription	Frequency	Details
K2	Hedge cutting	Annually	Where practicable, bring mature hedges into maintenance and maintain as loosely 'A' shaped hedge c.3-4m high. Retain trees within the hedgerow as single specimens where appropriate. NB. Hedges which have become severely overgrown may be managed as tree or woodland belts – follow management prescriptions for mixed woodland areas (<i>see item G</i>)

1.11 Any Existing Woodland

Objectives

- 1.11.1 Maintain longevity and ecological health of woodland areas, and (where appropriate) maintain informal access routes and visibility through woodland areas in the interests of user safety and amenity. The existing/desired character of each individual woodland area will be preserved / brought about through specific management proposals.
- 1.11.2 Individual mature tree specimens to be managed in terms of tree health, ecological value, and public safety where appropriate.

Notes

- 1.11.3 Clearance and selective felling will need to be reviewed annually to determine further works in line with the above objectives
- 1.11.4 Ongoing crown lifting / scrub clearance may need to be carried out where appropriate along the informal routes to maintain good visibility in the interests of user safety.
- 1.11.5 Any pruning / coppicing work to take place between October & March and then reviewed annually to maintain safe and legible pedestrian routes through the woodland areas.
- 1.11.6 NB: Pruning will be limited to the minimum necessary to prevent obstruction of footpaths, maintain good form, vigour and to remove dead wood or diseased & dying branches.
- 1.11.7 A Method Statement from the Contractor for undertaking any works is to include Health and Safety provision for disposal of hazardous waste (e.g. hypodermic needles) and removal of dumped rubbish throughout all the areas.
- 1.11.8 Larger pieces of cut timber can be retained and bundled within the woodland to provide invertebrate habitat.

Code	Prescription	Area	Frequency	Details
L1	Path maintenance	W1 - W5	3no. visits per year	Maintain visibility and access along informal pedestrian routes through strimming, coppicing or cutting back vegetation where required.
L2	Tree assessment	W1 - W5	Annually	Undertake annual safety assessment of trees which may potentially pose a risk to public health (i.e. located adjacent to road verges / footpaths).
L3	Arboricultural works	W1 - W5	Annually as required	Carry out tree works where appropriate (i.e. where health and safety of the public is affected). All work undertaken to conform to BS 3998 – 1989.
L4	Stake and tree tie removal	W1 - W5	As required	Any stakes and/or tree ties not required are to be removed.

Code	Prescription	Area	Frequency	Details
L5	Maintain tree crowns	W4	Annually as required	Maintain crowns of trees adjoining any bridleway to c.3m to preserve open views into the woodland area.

1.12 Any Mature Trees

Objectives

- 1.12.1 To ensure the longevity of the site's mature tree cover, providing environmental, ecological, and visual amenity benefits whilst minimising the risk to public health and safety from falling trees or tree limbs.

Notes

- 1.12.2 The details of the required works to be undertaken will be identified and reported following an arboricultural assessment of the relevant trees on site.

1.13 General Items

Objectives

- 1.13.1 To ensure that the open space remains well-tended and free of litter and damage, to provide quality open space areas for people to enjoy, and to promote neighbourhood pride and cohesion.

Code	Prescription	Frequency	Details
M1	Maintain benches	As required	Ensure benches are maintained in a functional, safe and hygienic state for public use.
M2	Sports Pitch	As required, following maintenance timetable relevant for the sport use, published by Sport England or similar body, and agreed with Corby Borough Council	Prescriptions may include (but not be limited to): <ul style="list-style-type: none"> • Mowing • Fertiliser application • Herbicide application • Pest and disease control • Aeration / de-compaction • Scarification • Topdressing / re-seeding • Patch repairing • Irrigation • Pitch marking

2. PRUNING / TRIMMING REQUIREMENTS

2.1 Ornamental Shrub Areas

- 2.1.1 These areas are designed to be generally low-maintenance; however, annual interventions will be required for weed control and litter collection. All ornamental shrub and groundcover planting areas should be kept weed-free throughout any given year to maintain their high profile amenity value.

- 2.1.2 Occasional pruning / trimming of certain species will be required to remove dead branches and maintain good form. However, where different species are they should be selected and designed to complement each other creating a varied height structure and habit. **Therefore, beds are not to be trimmed to a uniform height.**

- 2.1.3 Shrub beds should also be reviewed every 3 years to identify any gaps or replacements in the shrub beds. These should be replaced using the same species.

Species	Pruning / trimming requirements
<i>Aucuba j.</i> 'Marmorata'	Trim lightly in February if required to keep foliage dense
<i>Berberis</i> (deciduous)	Remove old stems from ground level if necessary in February
<i>Chaenomeles</i> (quince)	Remove old stems from ground level if necessary in February
<i>Choisya ternata</i> (Mexican blossom)	Trim lightly after flowering if required to keep foliage dense
<i>Cornus</i> (dogwood)	Coppice every other year in early spring to c.300mm above ground
<i>Cotoneaster w.</i> 'John Waterer'	Remove any badly positioned shoots in early spring. No regular pruning required
<i>Euonymus europaeus</i> 'Red Cascade'	Prune only to remove old stems from ground level if necessary in February
<i>Hypericum</i> 'Hidcote'	Trim lightly in Feb / March if required to keep foliage dense
<i>Forsythia</i>	Prune only to remove old stems from ground level if necessary in February
<i>Kerria j.</i> 'Pleniflora'	Trim lightly after flowering to thin out some of the older canes
<i>Mahonia</i> 'Winter Sun' (specimen)	Remove any badly positioned shoots in early spring. No regular pruning required
<i>Mahonia a.</i> 'Apollo' (groundcover)	No regular pruning required
<i>Potentilla</i> 'Goldfinger'	Trim lightly after flowering (autumn) if required to keep foliage dense
<i>Prunus</i> 'Otto Luyken' (medium-sized cherry laurel)	No regular pruning required
<i>Prunus lusitanica</i> (Portugal laurel)	No regular pruning, but in spring shorten or remove any too-vigorous or badly positioned growths
<i>Rhus t.</i> 'Laciniata' (sumac)	No regular pruning, but in spring shorten or remove any too-vigorous or badly positioned growths
<i>Salix elaeagnos</i>	No regular pruning, but in spring shorten or remove any too-vigorous or badly positioned growths
<i>Sambucus</i> 'Sutherland Gold' (golden elder)	Prune only to remove old stems from ground level if necessary in February
<i>Viburnum x bodnatense</i> 'Dawn'	Prune only to remove old stems from ground level if necessary in February
<i>Weigela f.</i> 'Foliis Purpureis'	Prune only to remove old stems after flowering if required to keep foliage dense

2.2 Trees

- 2.2.1 Most trees are best pruned in late winter but some, such as *Carpinus betulus* and *Prunus sp.* should have limbs removed in mid- to late summer.

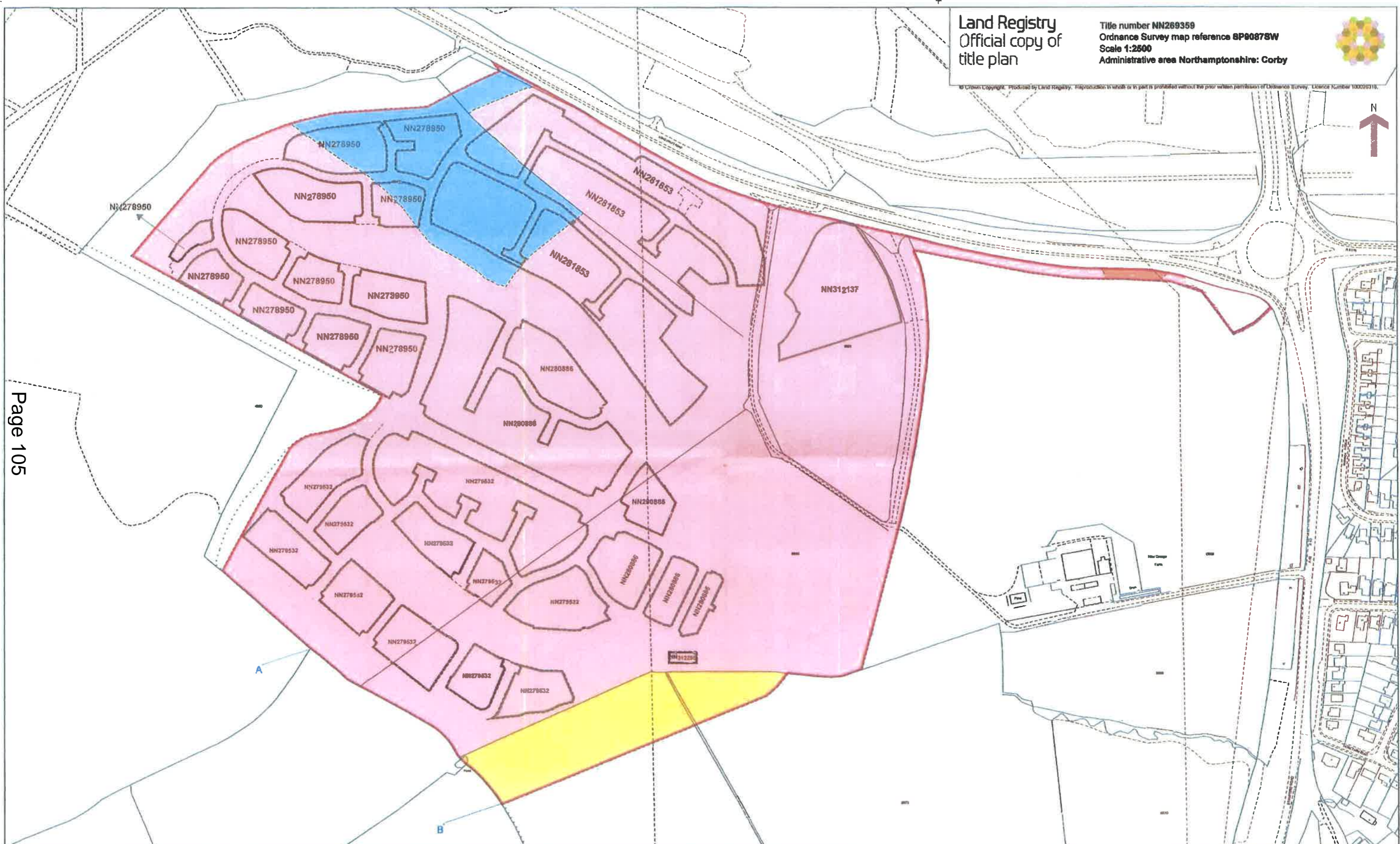


Land Registry
Official copy of
title plan

Title number NN269359
Ordnance Survey map reference SP80875W
Scale 1:2500
Administrative area Northamptonshire: Corby



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Page 105

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This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by Land Registry, Durham Office.

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LAND AT LITTLE STANION

S106A : Enforceability Confirmation

NC/23/00041/RVC106

VILLAGE HALL : TIMEFRAME FOR CONSTRUCTION

FOR : JME DEVELOPMENTS LIMITED

29 June 2023

Gateley LEGAL

1. INTRODUCTION

- 1.1 On 25 August 2016 the former Corby Borough Council (**CBC**) issued a decision notice (**the Decision Notice**) pursuant to section 106A (6) (c) and (8) of the TCPA90 (the **Current Planning Obligations**).
- 1.2 In a schedule of modifications dated 14 May 2021 a set of modifications to the Current Planning Obligations were proposed in an application under section 106A of the Town and Country Planning Act 1990 made to North Northamptonshire Council (**NNC**). NNC has ascribed reference NC/23/00041/RVC106 to this application (**the S106A Application**).
- 1.3 The purpose of this note is to set out the basis on which the timeframe for the construction of the “village hall” will be enforceable provided that the S106A Application is approved such that the relevant development again becomes *viable*.
- 1.4 Please note that in the Current Planning obligations the village hall is defined as “the NCB” namely : “ a new community building having a gross external area of a minimum of 400 square metres to be constructed on the NCB Site”. In the remainder of this note the defined term NCB is used accordingly.

2. THE MODIFICATIONS

- 2.1 References in the table below to “Section[s]” or “paragraph[s]” are to the sections and numbered paragraphs in the schedule of modifications that was attached to the Decision Notice.

Item	Section /Paragraph/Page in current planning obligations	Modification Proposed
1	INTRODUCTION Recital 3 on page 3	The expression (“the Owner”) shall be deleted where these words first appear and a defined term “the Owner” shall be added into the definitions in clause 1 and shall be there defined as: “JME Developments Limited (a company incorporated and registered in England and Wales (registered number 07137465) whose registered office address is 1 Adelaide House Corby Gate Business Park, Priors Haw Road, Corby, Northamptonshire, England, NN17 5JG or any successor in title to any part of the Residual Site”.
2	INTRODUCTION Recitals on page 3	A new recital 8 shall be added as follows : “North Northamptonshire Council of [●] is with effect from 1 st April 2021 the sole successor to all the relevant statutory functions of both the Council and the County Council and the rights and duties of the Council and the County Council hereunder are exercisable by and enforceable against the said North Northamptonshire Council accordingly”.
3	CONSTRUCTION Paragraph 2.6	The following words shall be added to paragraph 2.6 :

		“and all references to the Council and the County Council herein shall be construed as references to North Northamptonshire Council of [●] or any successor or successor to the relevant statutory functions thereof”
4	Paragraph 1 (Definitions)	The following defined terms and in every case the respective definition appearing therewith <i>shall be deleted in their entirety</i> : “Additional Dwelling Sale Profit”; “Approved EVA”; “Little Stanion Community Payment”; “Little Stanion Up-lift Sum”; “Old Agreements Deficit”; and “Provisional Uplift Calculation”.
5	The First Schedule : Part One : Paragraph 17	Paragraph 17 (The Little Stanion Payment Obligations) of PART ONE including 17.1 and 17.2 and the proviso thereto <i>shall be deleted in their entirety</i>
6	The First Schedule : Part Two : Paragraph 5	Paragraph 5 (The Little Stanion Community Payment as applicable to the Tata Land) of PART TWO including 5.1 and 5.2 and the proviso thereto <i>shall be deleted in their entirety</i>
7	The First Schedule : Part Three : Paragraphs 1-5	Paragraphs 1-5 inclusive of PART THREE (THE LITTLE STANION UP-LIFT SUM (APPLICABLE IN RESPECT OF BOTH THE RESIDUAL SITE AND THE TATA LAND) including the proviso thereto (this being for the avoidance of doubt the whole of the said PART THREE) <i>shall be deleted in their entirety</i>
8	The Fourth Schedule	The Fourth Schedule (ADDITIONAL DWELLING SALE PROFIT) <i>shall be deleted in its entirety.</i>

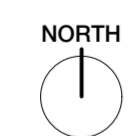
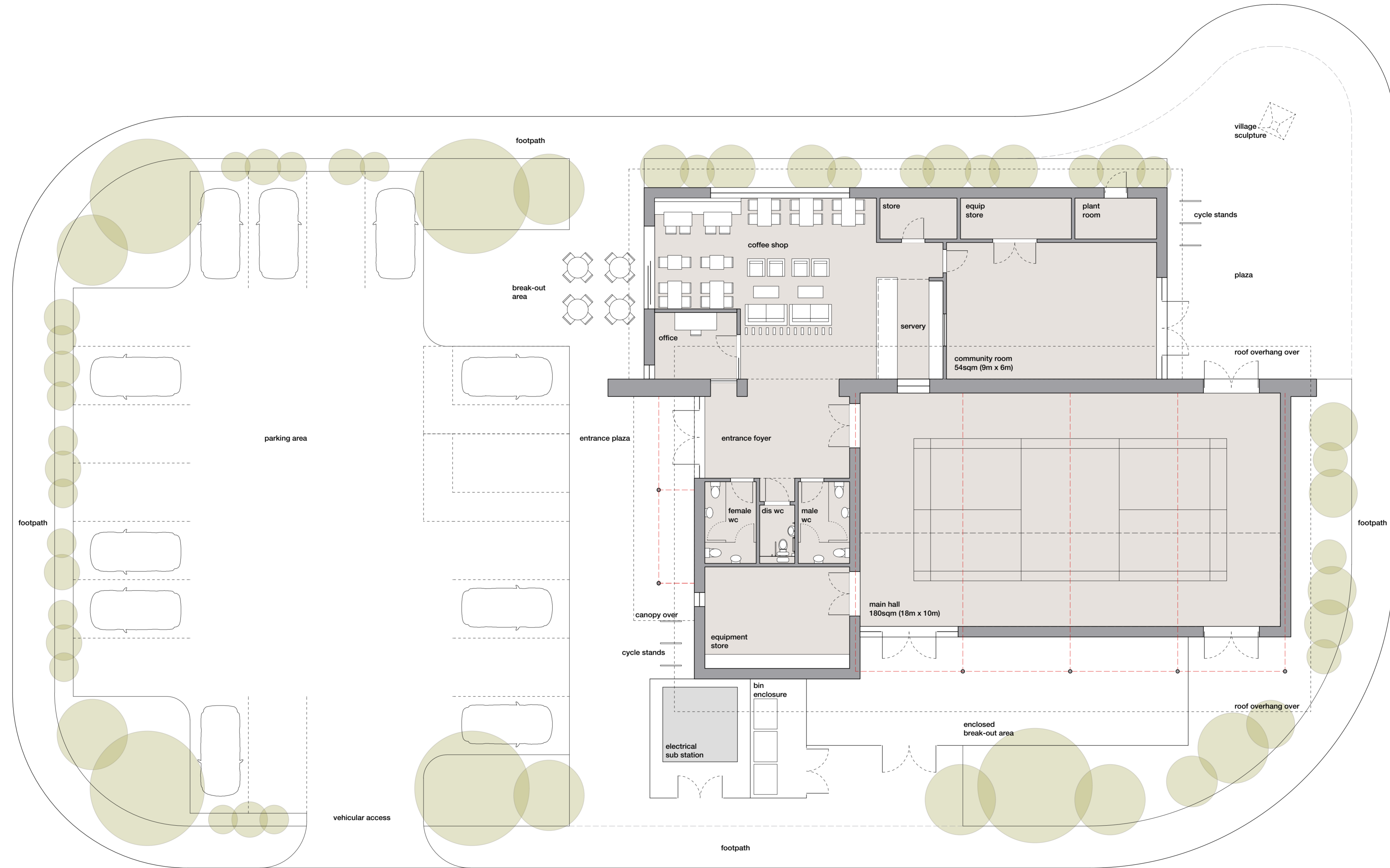
2.2 It will be noted that none of the proposed modifications affect the parts of the Current Planning Obligations that relate to the NCB. There is no proposal within the S106A Application to alter the commitment to deliver the NCB accordingly.

3. THE ENFORCEABLE TIMEFRAME FOR THE DELIVERY OF THE NCB

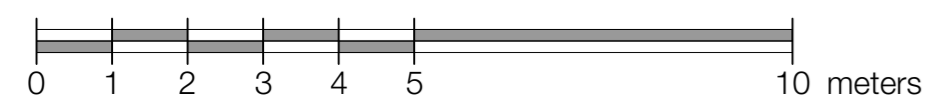
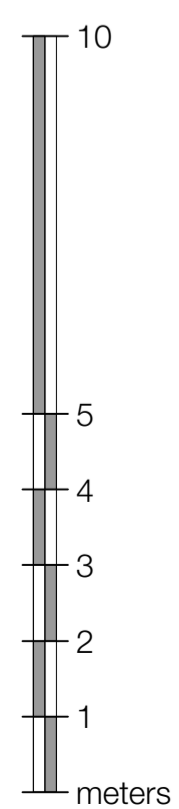
- 3.1 As previously stated, the reason for the timeframe for the delivery of the NCB becoming enforceable if the S106A is approved is that the relevant development will then be viable again.
- 3.2 Under the Current Planning obligations there is at paragraph 14 on page 17 (in the First Schedule) (emphasis added) :
“The Owner shall within six months of the Unconditional Date submit an application for planning permission for the NCB, and within two years of the NCB Planning Condition being satisfied construct the NCB and offer to transfer it for a nominal consideration to the Council on the NCB Transfer Terms together with such other terms as shall be agreed between the Owner and the Council AND insofar as it is able to do so the Owner shall not prevent access to the existing community building on the Welcome Centre Site for the local residents and the wider public unless and until the NCB has been constructed and made available in substitution therefor”.
- 3.3 The defined expression “NCB Planning Condition” means (where material) : “ (i)the grant by the Council of an Acceptable NCB Planning Permission; and...” the expression “ Acceptable NCB Planning Permission” is defined as : “ a planning permission authorising the construction and use of the NCB whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner”.
- 3.4 The planning permission authorising the NCB is not reasonably acceptable to the Owner however because it is not viable to construct it - the non-viability is a matter of evidence and it is common ground between the applicant and NCC that the development is not viable.
- 3.5 The practical effect of the non-viability of the development has therefore been that the two year timeframe for the construction and transfer of the NBC has not begun yet.
- 3.6 If the S106A Application is approved however so that the development becomes viable then the relevant planning permission will become for the first time an Acceptable Planning Permission accordingly.
- 3.7 The two year period under paragraph 14 will therefore begin from the date of formalisation of the approval of the S106A Application by the issue of a decision notice accordingly.

Little Stanion Village Centre

Block E



Block E Village Hall Ground Floor Plan



Little Stanion Village Centre

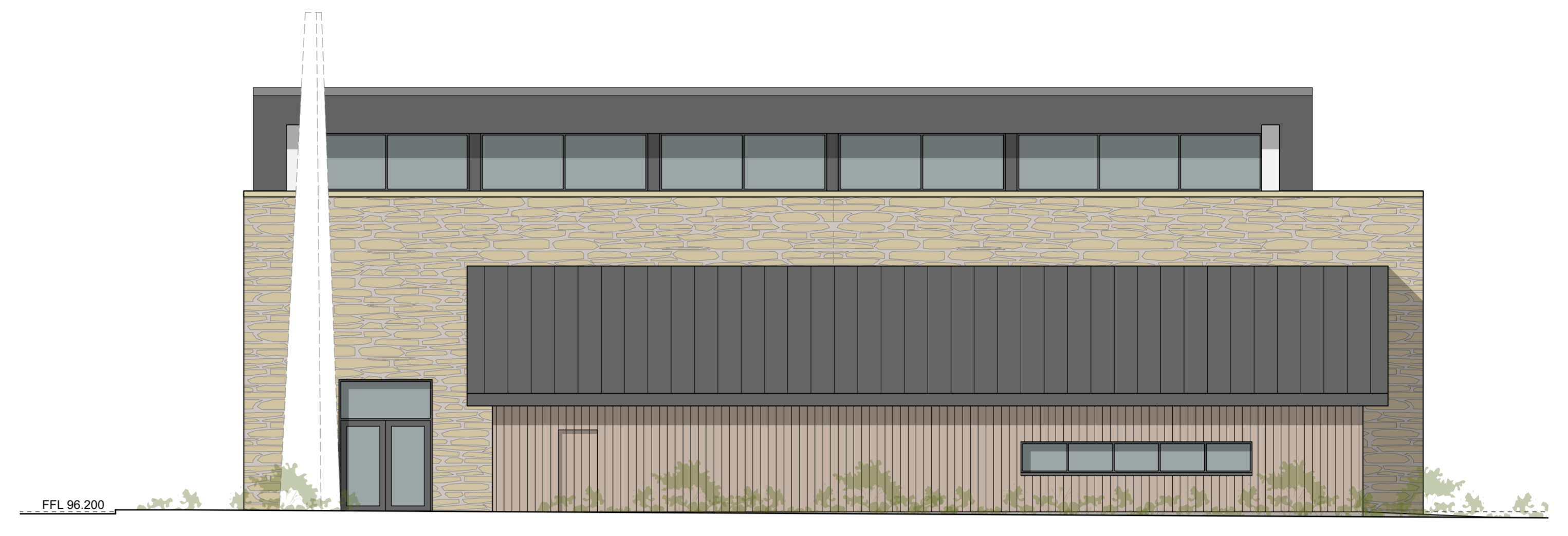
Block E

External Finishes

- Mono Pitched Roof : aluminium standing seam / profile metal
- Dormer : folded aluminium
- Flat roof : trocal single ply membrane with concealed guttering
- Soffits & Fascias : ppc aluminium
- Rain Water Goods : ppc aluminium
- Walls : vertical cedar cladding and painted plaster
- Feature Stone Wall : local natural stone cladding
- Windows & Doors : double glazed PPC aluminium
- Sculpture : under separate planning application



Proposed West Elevation



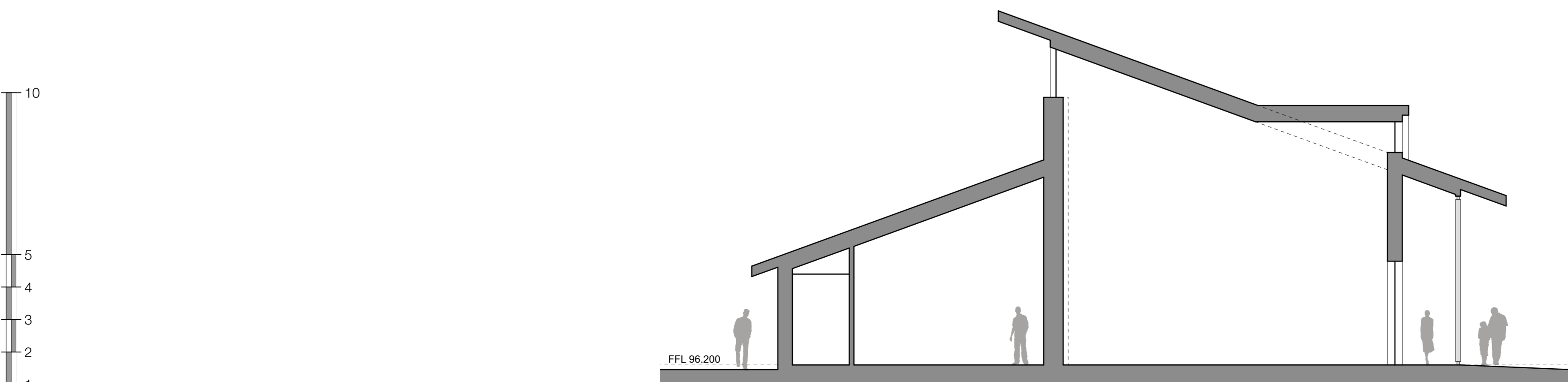
Proposed North Elevation



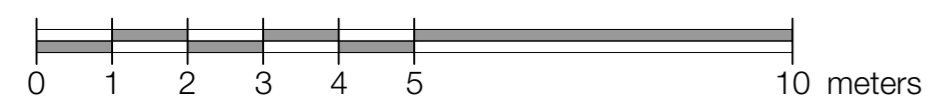
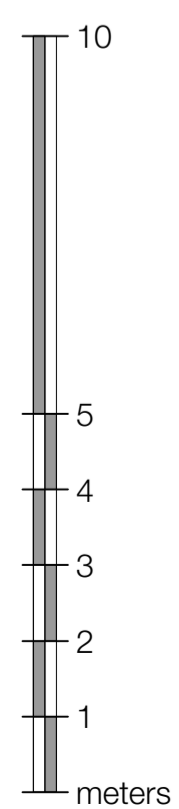
Proposed East Elevation



Proposed South Elevation



Proposed Cross Section



Interim Viability
Report

Little Stanion, Corby



JME Civils

12th April 2022

Private and Confidential

1 Introduction

- 1.1 AspinallVerdi have been instructed to prepare a Financial Viability Assessment (FVA) in respect of the proposed residential scheme at Little Stanion, Corby. This short report sets out the interim position with respect to the viability of the scheme so that this can be discussed with the Council before we finalise our FVA.
- 1.2 Within this report we provide a summary of the key inputs which will be adopted in our FVA, these are as follows;
- Scheme details
 - Cost Assumptions
 - Benchmark Land Value
 - Gross Development Value (GDV)
 - Viability conclusions.
- 1.3 The evidence which forms the basis of our assumptions with regards to the costs, land value and GDV will be set out fully in our FVA. We discuss each of the items in turn below.

2 Scheme Details

- 2.1 The consented scheme which now has detailed planning permission (17/00702/DPA) comprises 66 apartments, 4 retail units and a village hall. There is a further outline planning permission for no less than 99 dwellings and no more than 135 dwellings (17/00703/OUT).
- 2.2 Section two of our FVA will provide scheme details, including; layout plans and accommodation schedules for each parcel. A summary of the accommodation is provided below.

Table 2.1 - Accommodation Schedule

Use	Total Area (sqft)
Apartment – 4 blocks	52,248
Retail units – 4 units	6,405
Village Hall	4,575
Houses – Parcel 5	149,424
Houses – Parcel 6	17,997

Source: ARC ID, March 2022

3 Cost Assumptions

- 3.1 We set out below the key assumptions which we have adopted in our financial appraisals. The assumptions were all agreed with the Local Authority in July 2019.
- 3.2 The build costs are currently based on BCIS (rebased to Corby over a 5 year period). However, given that the implementation of the scheme has commenced we are awaiting a cost plan which will include the hard build costs (based on actual costs incurred), external works, open space, infrastructure costs and the village hall. These are likely to be higher than the figures presented in the table below. These costs will be reported and evidenced fully in our FVA at section five.

Item	Assumption
Build Rate (£ psf) - houses	£122.63 psf (£20,530,837)
Build Rate (£ psf) - apartments	£133.96 psf (£6,999,142)
Build Rate (£ psf) - retail units	£200.67 psf (£1,285,291)
Village Hall	£226.00 psf (£1,035,300)
External Works	10%
Contingency	5%
Infrastructure Costs	£6,613 per unit (£1,190,340)
Open Space	£750,000
Professional Fees	7%
Development Management Fees	1%
Section 106	£11,000 per unit (£1,980,000)
Disposal Costs - Residential	
Marketing	2% of GDV
Sales Agent Fees	1% of GDV
Sales Legal Fees	0.5% of GDV
Disposal Costs - Retail	
Letting Legal Fee	10%
Letting Agent Fee	5%
Purchasers Costs	5.8%

Finance costs	6.25%
Profit on GDV – (Market)	20%

Source: AspinallVerdi and JME Civils, March 2022

4 Benchmark Land Value

- 4.1 Section six of our FVA will provide full details on our approach to the Benchmark Land Value. The National Planning Policy Framework (NPPF) and the Planning Practice Guidance (PPG) provide guidance on viability and decision taking. In July 2018 the revised NPPF and updated PPG were published with minor adjustments being made to the PPG in May 2019.
- 4.2 The PPG is clear that the appropriate basis for calculating the benchmark land value is Existing Use Value (EUV) + a premium. We have therefore adopted this approach.
- 4.3 We consider an Existing Use Value for agricultural land in Corby is £10,000 per acre (c. £25,000 per ha) (Gross). Therefore, the Existing Use Value of the site (13.42 acres / 5.44 ha) equates to £134,200 / £136,000.
- 4.4 Given that part of this site has a full planning permission and a further part of the site has outline planning consent, it is reasonable to assume that the premium would be towards the higher end of the premium range. However, to assist viability, we have only adopted 10 times the EUV; we reserve our position in respect of this matter.
- 4.5 We have therefore adopted a benchmark land value of £1,342,000 which was agreed with the Local Authority in July 2019.

5 Gross Development Value

- 5.1 Section five of our FVA will provide our full assessment of the local residential property market. The Gross Development Value (GDV) has been based on achieved values for units which have already sold on this scheme and asking prices in the locality for new build properties.
- 5.2 Two out of the four apartment blocks (30 Units) have already sold:
- Block A consists of 11 units and has sold for a total of £2,005,000 which equates to £182,273 per unit.
 - Block B consists of 19 units and has sold for a total of £3,305,000 which equates to £173,947.
 - For Block C and D we have taken the average achieved value across Block A and B which equates to approximately £180,000 per unit.

- 5.3 With regards to Parcel 5, we have based the GDV on asking price data for new build properties in the locality.
- 5.4 With regards to Parcel 6, we have based the GDV on the 11 units which have been sold within this parcel.
- 5.5 With regards to the retail units (4 in total) we have adopted £16 psf and a Yield of 7% in addition to a 3 month market rent free period.
- 5.6 The total GDV for the scheme can be found in the table below.

Use	Total GDV (£)
Apartment – 4 blocks	£11,790,000
Retail units – 4 units	£1,851,945
Houses – Parcel 5	£29,750,000
Houses – Parcel 6	£4,167,300

- 5.7 Within our FVA we will provide robust assessment of the local property market for the units in Parcel 6 and will be able to provide completion statements for the units which have sold, if this evidence is deemed necessary.

6 Conclusion

- 6.1 Based on the assumptions of values and costs set out above, we have prepared financial development appraisals for the proposed scheme using Argus Developer software. These are appended to this report.
- 6.2 The first appraisal is based on a fixed land value whereby the output is the profitability of the scheme. This appraisal also includes the non-housing s106 contribution which amounts to £1.98m. On this basis the scheme generates a deficit of circa £7m which clearly demonstrates that the scheme cannot afford to deliver any affordable housing on site or even the £11,000 per dwelling as previously agreed.
- 6.3 The second appraisal shows that if we exclude the land value of £1.34m from the equation and also deduct the S106 costs of £2.079m (i.e. £11,000 per dwelling), then the deficit falls to £2,862,228. Under this scenario, the net profit of the scheme equates to 12.65%, which is below the target profit rate of 20%.
- 6.4 To move discussions forward, we would welcome the opportunity to engage with the Local Authority and/or their viability advisors so that any specific areas of concerns can be discussed and so that we can move forwards and reach an agreed position on viability matters.

Authorisation

- 6.5 Should you have any questions or queries in respect of any aspect of this report, please do not hesitate to contact AspinallVerdi.
- 6.6 For and on behalf of Aspinall Verdi Ltd:

Yours faithfully,

(checked by)



Parminder Dosanjh MRICS MRTPI
Executive Director

0207 183 7580
parm@aspinallverdi.co.uk



Matthew Wroe, BSc (Hons), MSc, MRICS
Senior Consultant

0113 243 6644
mattw@aspinallverdi.co.uk

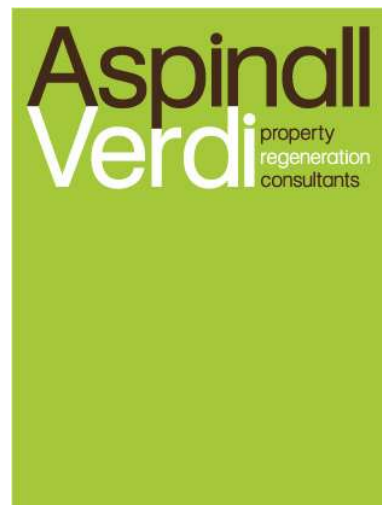
Appendix 1 - Financial Appraisal - Land Value & s106

Appendix 2 - Financial Appraisal - No Land Value or s106

London | Leeds | Liverpool
Newcastle | Birmingham

Property | Infrastructure | Planning
Development | Regeneration

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220407 Little Stanion, Corby - Land Value & S106

Summary Appraisal for Phase 1 Phase

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Rate ft ²	Unit Price	Gross Sales
Houses - Parcel 5	99	149,424	199.10	300,505	29,750,000
Apartments	66	52,248	225.65	178,636	11,790,000
Houses - Parcel 6	<u>15</u>	<u>17,997</u>	231.56	277,820	<u>4,167,300</u>
Totals	180	219,669			45,707,300

Rental Area Summary

	Units	ft ²	Rate ft ²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Ground Rents - Apartments	66			250	16,500	16,500
Retail units	<u>4</u>	<u>6,405</u>	16.00	25,620	<u>102,480</u>	<u>102,480</u>
Totals	70	6,405			118,980	118,980

Investment Valuation

Ground Rents - Apartments

Current Rent	16,500	YP @	4.0000%	25.0000	412,500
--------------	--------	------	---------	---------	---------

Retail units

Market Rent	102,480	YP @	7.0000%	14.2857	
(3mths Rent Free)		PV 3mths @	7.0000%	0.9832	1,439,445
					1,851,945

GROSS DEVELOPMENT VALUE

47,559,245

Purchaser's Costs	5.80%	(83,488)		(83,488)
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NET DEVELOPMENT VALUE

47,475,757

Income from Tenants				15,125
---------------------	--	--	--	--------

NET REALISATION

47,490,882

OUTLAY

ACQUISITION COSTS

Fixed Land Value			1,342,000		1,342,000
Stamp Duty			56,600		
Agent Fee	1.00%	13,420			
Legal Fee	0.50%	6,710			
Town Planning		39,451			
					116,181

CONSTRUCTION COSTS

Construction	ft ²	Rate ft ²	Cost	
Retail units	6,405 ft ²	200.67 pf ²	1,285,291	
Houses - Parcel 5	149,424 ft ²	122.63 pf ²	18,323,865	
Apartments	52,248 ft ²	133.96 pf ²	6,999,142	
Houses - Parcel 6	<u>17,997 ft²</u>	<u>122.63 pf²</u>	<u>2,206,972</u>	
Totals	226,074 ft²		28,815,271	28,815,271

Contingency	5.00%	1,382,180		
Open Space		750,000		
				2,132,180

Other Construction

Village Hall			1,035,300	
Infrastructure Costs	180 un	6,613.00 /un	1,190,340	
External Works		10.00%	2,660,830	
S106 Contribution	180 un	11,000.00 /un	1,980,000	
				6,866,470

PROFESSIONAL FEES

Development management fees	1.00%	266,083		
Professional Fees	7.00%	1,862,581		
				2,128,664

MARKETING & LETTING

Marketing	1.00%	471,467		
Letting Agent Fee	10.00%	10,248		

220407 Little Stanion, Corby - Land Value & S106

Letting Legal Fee	5.00%	5,124	486,839
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DISPOSAL FEES

Sales Agent Fee	1.00%	471,467	
Sales Legal Fee	0.50%	235,734	707,201

Profit

Profit on GDV @ 20%		8,880,389	8,880,389
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FINANCE

Timescale	Duration	Commences
Pre-Construction	6	Apr 2018
Construction	40	Oct 2018
Sale	40	Oct 2019
Total Duration	58	

Debit Rate 6.250%, Credit Rate 0.000% (Nominal)

Land	371,561	
Construction	2,270,008	
Other	440,045	
Total Finance Cost		3,081,615

TOTAL COSTS

54,556,810

PROFIT

(7,065,927)

Performance Measures

Profit on Cost%	(12.95)%
Profit on GDV%	(14.86)%
Profit on NDV%	(14.88)%
 IRR	 (10.30)%

220407 Little Stanion, Corby - Land Value & S106

Project Timescale	
Project Start Date	Apr 2018
Project End Date	Jan 2023
Project Duration (Inc Exit Period)	58 months

1. Phase



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220407 Little Stanion, Corby - No Land Value or S106

Summary Appraisal for Phase 1 Phase

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Rate ft ²	Unit Price	Gross Sales
Houses - Parcel 5	99	149,424	199.10	300,505	29,750,000
Apartments	66	52,248	225.65	178,636	11,790,000
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Totals	180	219,669			45,707,300

Rental Area Summary

	Units	ft ²	Rate ft ²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Ground Rents - Apartments	66			250	16,500	16,500
Retail units	<u>4</u>	<u>6,405</u>	16.00	25,620	<u>102,480</u>	<u>102,480</u>
Totals	70	6,405			118,980	118,980

Investment Valuation

Ground Rents - Apartments

Current Rent	16,500	YP @	4.0000%	25.0000	412,500
--------------	--------	------	---------	---------	---------

Retail units

Market Rent	102,480	YP @	7.0000%	14.2857	
(3mths Rent Free)		PV 3mths @	7.0000%	0.9832	1,439,445
					1,851,945

GROSS DEVELOPMENT VALUE

47,559,245

Purchaser's Costs	5.80%	(83,488)	(83,488)
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NET DEVELOPMENT VALUE

47,475,757

Income from Tenants	15,125
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NET REALISATION

47,490,882

OUTLAY

ACQUISITION COSTS

Town Planning	39,451	39,451
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CONSTRUCTION COSTS

Construction	ft ²	Rate ft ²	Cost
Retail units	6,405 ft ²	200.67 pf ²	1,285,291
Houses - Parcel 5	149,424 ft ²	122.63 pf ²	18,323,865
Apartments	52,248 ft ²	133.96 pf ²	6,999,142
Houses - Parcel 6	<u>17,997 ft²</u>	<u>122.63 pf²</u>	<u>2,206,972</u>
Totals	226,074 ft²		28,815,271

Contingency	5.00%	1,382,180
Open Space		750,000
		2,132,180

Other Construction

Village Hall		1,035,300
Infrastructure Costs	180 un	6,613.00 /un
External Works		10.00%
		2,660,830
		4,886,470

PROFESSIONAL FEES

Development management fees	1.00%	266,083
Professional Fees	7.00%	1,862,581
		2,128,664

MARKETING & LETTING

Marketing	1.00%	471,467
Letting Agent Fee	10.00%	10,248
Letting Legal Fee	5.00%	5,124
		486,839

DISPOSAL FEES

Sales Agent Fee	1.00%	471,467
Sales Legal Fee	0.50%	235,734
		707,201

220407 Little Stanion, Corby - No Land Value or S106

Profit			
Profit on GDV @ 20%		8,880,389	8,880,389

FINANCE

Timescale	Duration	Commences
Pre-Construction	6	Apr 2018
Construction	40	Oct 2018
Sale	40	Oct 2019
Total Duration	58	

Debit Rate 6.250%, Credit Rate 0.000% (Nominal)			
Land		0	
Construction		2,068,625	
Other		208,021	
Total Finance Cost			2,276,646

TOTAL COSTS **50,353,111**

PROFIT **(2,862,228)**

Performance Measures

Profit on Cost%	(5.68)%
Profit on GDV%	(6.02)%
Profit on NDV%	(6.03)%
 IRR	 (1.71)%

220407 Little Stanion, Corby - No Land Value or S106

Project Timescale	
Project Start Date	Apr 2018
Project End Date	Jan 2023
Project Duration (Inc Exit Period)	58 months

1. Phase



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SEPTEMBER 2022



WHITE LAND STRATEGIES LTD
Viability Delivery Planning

LITTLE STANION, CORBY
VIABILITY ASSESSMENT FOR PLANNING S106A APPLICATION

FOR: NORTH NORTHAMPTONSHIRE COUNCIL

1.0 OBJECTIVES OF THE COMMISSION

1.1 INTRODUCTION

White Land Strategies Ltd has been instructed by Corby Borough Council to undertake a viability appraisal of the residential development proposed on the Little Stanion development, in Corby.

The application site has been reviewed a number of times in recent years due to ongoing viability matters. The previous review was concluded in 2019.

The current review is related to a section 106A review and, it is understood, to have been submitted to demonstrate that viability issues have not changed since 2019.

- The applicant has submitted x2no. viability appraisals. Both appraisals assume 0% affordable housing.
- One being an appraisal with no land value allowance and also no s106 contributions
- One being an appraisal with land assumed at £1,342,000 and a s106 contribution of £1,980,000

The scheme proposed is for 180 units, being 99 houses on Parcel 5, 66 apartments and 15 houses on Parcel 6.

The 2019 review assumed 189 units. There is no commentary in the Applicant's review to address the why there is a lower number of units. It is assumed that this is the most efficient layout to maximise the site's potential and that the Council is aware of the masterplan density.

The 2019 Review was triggered due to the request by the Applicant for the Council to 'remove the roof tax and the potential overage that has been part of the current planning obligations since August 2016'.

The site has been subject to previous viability assessments so there has been a consistent viability issue raised at this site. This review will consider the assumptions as they stand in the context of current FVA benchmarks along with up-to-date and reasonableness of assumptions as submitted in the current market.

CIL is not chargeable in the area.

The objectives of the commission are as follows:

- Provide a review of the information submitted by the Applicant, JME Civils Limited (JME).
- To comment on the reasonableness of the viability assessment as submitted by their advisors Aspinall Verdi and consider the Applicant's position.
- The assessment has looked primarily at the reasonableness of assumptions particularly of the following appraisal inputs:
 - GDV;
 - Construction Costs (baseline and additional assumptions);
 - Professional fees and other survey related expenditure;
 - Finance Costs;
 - Developer Profit; and
 - Abnormals/Infrastructure

- Based on the above assessments, provided an update to the viability assessment and determine if the scheme can support s106 contributions and/or additional affordable housing.

Information regarding the scheme has been provided by the Applicant's agent, Aspinall Verdi. The appraisal is submitted in an Argus Developer format submitted in pdf format.

Queries were raised with the Applicant's agent due to some inconsistencies in the cashflow which were not possible to match in the WLSL checks of the Aspinall Verdi (AV) approach.

AV provided the electronic files which allowed WLSL to look in detail at the cashflow.

Location

The extract from Google Maps below shows the site location.



1.2 GOVERNMENT POLICY GUIDANCE FOR VIABILITY TESTING

In preparing this report particular regard has been given to policy and guidance within the following:

The Royal Institution of Chartered Surveyors (RICS): Financial Viability in Planning RICS Guidance Note 1st edition (GN 94/2012) August 2012

Whereby:

The PPG also states that contributions should be realistic and not compromise sustainability and that the Cumulative costs of 'all relevant policies' will not undermine deliverability.

The revised PPG retains the assumption that the landowner should receive a land value based on Existing Use Value plus a Premium and that this reasonable incentive is equal to the minimum a willing landowner would be willing to sell the land for. Equally the developer will require sufficient return in order that the site comes forward for development. The incentive would not apply in this context.

The test arising from this approach is whether net residual (development) value or cost or profit, as demonstrated by a residual appraisal, exceeds a relevant and appropriate benchmark value or cost or profit by an adequate margin, while also assuming an adequate commercial return to the developer.

This enhanced value basis is usually reflected as a minimum value per gross acre in the case of agricultural/strategic land or other low value land or evidenced by a third party Red Book valuation or sustainable methodology to determine a reasonable value.

The premium over EUV/Alternative Use Value and/or application of minimum value, as appropriate, is recognised as necessary since a landowner is likely to have to bear costs, such as relocation (where the business is retained, taxation, the cost, time and effort involved in obtaining planning permission etc. to bring their land forward for development to the change of use consent, as well as requiring an element of 'profit', in the form of value-enhancement, for doing so.

Reference to a consistent method of benchmarking minimum value as a 'threshold' against which residual land value for development can be compared, rather than attempting to reflect or justify actual price paid (or agreed to be paid) by a specific developer, is recognised in the PPG but was already common practice and recognised as a fairer approach when determining viability.

This avoids potential arguments, for example, as to whether the developer may have paid too much for the land and that as a result provision of public infrastructure should then be at risk in mitigating the overpayment.

Application in this Development site context

- *The land is not strategic greenfield land but is a continuation of an ongoing large development site.*
- *The FVA model is set up based on a fixed land value approach. Profit is also fixed as a cost input. The residual output is a plus or minus of a target £0. This is picked up in greater detail in section 2.*
- *The Applicant's benchmark land value in this context is assumed at £1,342,000 based on the strategic land for development at £100,000 per gross acre.*
- *The assessment therefore is whether the Residual value from the model meets or exceeds a benchmark at £0 (assuming this land value is acceptable and the profit input assumption value is also acceptable). Profit is assumed at the midpoint 17.5% on the residential market units.*

1.3 ASSESSOR: WHITE LAND STRATEGIES LIMITED

White Land Strategies Ltd is a niche advisory consultancy specialising in independent assessment of development options and viability assessments.

The practice is owned by Chris White. Chris has over 20 years' experience working in the property industry and specialises in development/viability appraisals, developer procurement, development agreements, delivery models and implementation advice to assist in the S106 negotiations, development of masterplans, development briefs and the redevelopment of surplus assets. His experience having operated as a consultant, a developer and within Local Authorities provides a valuable broad range of understanding to ensure reporting meets the objectives of private and public sectors alike.

He was formerly head of the Midlands Development Consulting team in BNP Paribas Real Estate for 3 years. Prior to this he was National Director at CBRE for the Development Consulting practice for 7 years. Prior to these core consultancy periods Chris was Managing Director of developer, Castlemore Securities' Regeneration company. Prior roles at Chesterton Plc, RegenCo Sandwell, Leicester Regeneration Company have widened Chris understanding of brownfield development and viability associated with regeneration of town centres.

Chris has an excellent understanding of the Northamptonshire economy having been a long term advisor to Northamptonshire Councils on development and viability matters and as such has a good understanding of the market and FVA benchmarks for the area.

WLSL regularly provides 'route to market reports'. As part of the development advice WLSL focusses on commercial deliverability of option appraisals and viability appraisals.

This report has been prepared by Chris White.

1.4 IMPARTIALITY AND CONFLICTS OF INTEREST

White Land Strategies Ltd confirms that it has acted as an independent assessor with objectivity and impartiality to the parties. WLSL has no conflicts of interest.

There is no incentive based fee and WLSL does not benefit from any increase and decrease in viability outcomes arising from any recommended change to the Applicant's position in terms of increases or decreases to the S106/Affordable Housing levels.

2.0 APPRAISAL ASSUMPTIONS

Provided in this section is a review of the Applicant's viability appraisal and assumptions. This report provides an independent view as to whether the assumptions appear reasonable in the context of the information supplied. Also highlighted are queries in relation to the applicant's assumptions where more information has been requested to assess its potential effect on the viability of the scheme.

The appraisal undertaken by the Applicant has been reviewed and re-modelled accordingly. Appraisals have also been reconstructed adopting sensitivity checks and updates where appropriate to test reasonableness of the submitted assumptions.

2.0.1 APPRAISAL STRUCTURE

The appraisal is structured slightly differently to normal practice as follows:

- The land price is fixed which triggers the stamp duty and purchase fees.
- Profit is also fixed at 20% for the residential GDV (20.43% in order to match it based on the elements the profit is attached to) replacing the usual assumption of profit being the residual target.
- The residual target is a deficit or surplus measured at £0.
- A negative residual means that the assumptions of the fixed land price and fixed profit can't be sustained as the appraisal residual is insufficient to meet these costs and equate to zero.
- Equally any surplus would be interpreted as an ability to contribute to Affordable Housing and/or S106 .

- *The assessment therefore is whether the Residual Value (RV) from the independent FVA analysis meets or exceeds £0.*
- *As one of the submitted models assumes no contribution of affordable housing and S106 allowance any identified surplus will be interpreted as a contribution to S106.*

2.1 LAND VALUE

A viability test requires that landowners should receive a reasonable return for disposal of land coming forward for such developments and that, in essence, the cost associated with Planning contributions and infrastructure should not be so detrimental to land value that landowners should be forced to bring forward land below a reasonable market return.

What is considered a reasonable market return to a landowner is always a matter of debate when dealing with any viability assessment. There are varying assumptions and formulas applied when considering a reasonable return to a landowner.

The RICS has issued a guidance note 'Financial viability in Planning. Financial viability for planning purposes is defined by this guidance note as follows:

"An objective financial viability test of the ability of a development project to meet its costs including the cost of planning obligations, while ensuring an appropriate Site Value for the landowner and a market risk adjusted return to the developer in delivering that project."

In the absence of the strategic benchmark, Existing Use Value (or plus a premium), should be considered as the basis of the entry price reflecting a premium over the current use to incentivise the landowner to dispose but also this should be reflective of policy considerations in determining the cost to deliver, otherwise the site might remain undeliverable for alternative uses or an Alternative Use Value (AUV) for a reasonably implementable scheme in summary.

The Applicant in the previous Viability review provided an Existing Use Value for the site based on an agricultural multiplier approach as set out earlier. The approach is not unreasonable given the prominence in the NPPF to incentivising landowners to bring residential land forward. The Applicant has not applied a premium in the usual way (i.e., 20% times EUV) but have used the HCA model of 10-20 times agricultural value.

The approach remains the same as per the previous agreed land price assuming £100,000 per gross acre for the 13.42 acres making the EUV £1.342m.

2.2 RESIDENTIAL VALUES

As two of the four blocks (30 units) are already sold, evidence is available on site to determine local values. The 11 sold units in parcel 6 were used as the basis of current values for the remainder of that parcel.

Taking the average of sold units is not unreasonable as differences between plots can affect individual unit prices. As such a sold plot in a superior position to remaining plots may imply a high average value expectation and vice versa.

Houses / apartments on the same site will always provide the best comparable evidence rather than comparing to other local sites.

The Applicant has assumed the following based on sales evidence to date.

- Block A consists of 11 units sold for a total of £2,005,000 equating to £182,273 per unit.
- Block B consists of 19 units sold for a total of £3,305,000 equating to £173,947 per unit.


Little Stanion, Corby FVA review 2022

- For Block C and D values are based on an average of Block A and B equating to approximately £180,000 per unit.
- For Parcel 5, the GDV is based on local asking price data for new build.
- For Parcel 6, the GDV is based on the 11 units which have been sold within this parcel.

An extract of the Applicant's pricing schedule is extracted below:

Block Type	No. Units	Apprentice Units	Approved Units	20% Units	Total No. Units	Units	Apprentice Price/Unit	Approved Price/Unit	20% Price/Unit	Total Price/Block	Total Price/Block
Block A - 2 Bed Apartments	11			10	21	11	180		192,272	£2,025,000	the value based on the average value
Block B - 2 Bed Apartments	19			20	39	19	180		172,042	£3,255,000	the value based on the average value
Block C - 2 Bed Apartments	25			30	55	25	180		190,000	£4,750,000	average between blocks a and b
Block D - 2 Bed Apartments	4			21	25	14	180		180,000	£4,500,000	average between blocks a and b
Total	59	0	0	81	140	59				£17,525,000	


WLSL has reviewed the Applicant's submission and taking into account recent FVAs which have consistently reviewed Sales pricing the unit pricing is not unreasonable; however, the Applicant's website is promoting the following (extract below) shows apartments priced from £185,500 and 3&4 bedroom houses from £260,000.



From £ 185,500


Two Bed Luxury Apartments
Chestnut House, Willow Heights, Sycamore View,
Little Stanion
Category: Apartments

Henderson Connellan [details](#)



Retail Units Available
Retail Units, Little Stanion
Category: Retail

David Walker Commercial [details](#)



From £ 260,000

3 & 4 Bed Homes Coming Soon
Coming Soon, Little Stanion
Category: Houses

Henderson Connellan [details](#)

[Load More Listings](#)

Zoopla records average apartment sold prices in the NN18 postcode area to be £117,867, average terraces at £193,999 and semi-detached at £237,817.

Rightmove records a 2 bed apartments currently for sale on Little Stanion with asking prices of £195,000 and £197,500. Zoopla records no apartments for sale at Little Stanion.

Assuming the 1 Bed prices will be lower and there is likely 3-5% discount between asking and achieved prices on average the Applicant's assumption of £182,273 average value is not unreasonable in Block A. There is a lower value assumption in Block B of £173,947 presumably due to the unit mix available.

Blocks C and D being proposed at an average value of £180,000 may be considered too light given the promotion of unit price expectations starting at £185,500. Given there is likely a discount between asking and achieved but also that prices start from £185,500 it would not be unreasonable to assume blocks C & D apartments are based on the higher unit price of £185,50 in the WLSL appraisals.

The assumed house price expectation is in line with the Applicant's intent for £260,000 per unit starting price.

WLSL's breakdown adopting the Applicant's methodology with the apartments at the price is set out below:

House Type	No. Unit	Total GIA (sqm)	Total GIA (sqft)	% mix	Private Resi no of Units	Private Resi (sqm)	Private Resi Value per Unit (£)	Total Private Resi Value (£)
Block A - 2 Bed Apartments	11	803	8,643	17	11	803	£182,273	£2,005,000
Block B - 2 Bed Apartments	19	1403	15,102	29	19	1403	£173,947	£3,305,000
Block C - 2 Bed Apartments	22	1616	17,265	33	22	1616	£185,500	£4,081,000
Block D - 2 Bed Apartments	14	1044	11,237	21	14	1044	£185,500	£2,597,000
Total	66	4866	52248	100	66	4866		£11,988,000

2.3 COMMERCIAL VALUES

The commercial rents of £16 psft and a yield of 7% adopted by the applicant are reasonable. The rent free period could be considered light in the current market.

The Applicant has also retained their assumption on Ground Rents. Ground rents are rarely available to value in current times due to the Government position to limit purchasers exposure to ground rent inflation post disposal of the investment. WLSL has retained them with a note of caution as to their applicability going forward. The assumption remains at £250 per annum per leasehold at a 4% yield which is reasonable.

2.4 BUILD COSTS

The Applicant has adopted build costs using BCIS, based on the 5 year cost rate for Corby. The Applicant has not confirmed whether this is at lower quartile or median. The rate for example of apartments costs

is £133.96 psft / 1441 psqm. Examining current BCIS costs the midway point between lower quartile and median for apartments of 1-2 storeys is £133.78psft / £1440psqm. WLSL has adopted the Applicant rate.

For housing, the Applicant has adopted a rate of £122.63 psft (£,319.97 psm). The mid-point between the general lower quartile and median rates is £119.33 psft / £1,284.5 psm, so marginally above the midpoint. WLSL has adopted the Applicant rate.

For retail, the Applicant has adopted the rate of £200.67 psft / £2,159 psm. This rate is questionably high given that retail units are usually constructed to finish that doesn't include internal fit out, but the build costs exceed that of the housing and apartments.

The median 5 year BCIS rate for General retail units is £133.50 psft / £1,437 psm, which itself is considered high but is referenceable to BCIS would be a more appropriate cost to adopt and is the rate used by WLSL.

BCIS (Building Cost Information Service) is a standard baseline to use when undertaking viability assessments. When conducting viability assessments, the only industry standard benchmark available is the BCIS build cost and is used where there is no cost evidence from the Applicant. It is noted that the Applicant states that there is a cost plan being undertaken but was not available for the FVA review.

2.5 EXTERNALS

These are costs that fall outside of the definition of BCIS and include costs relating to the plot that the unit is situated within included connections to utilities and the pavement and half road area. Externals costs can be expected to be in the order of 10-15% of build costs for housing and 5% for apartments.

The externals cost rate adopted by the Applicant is 10% and is therefore considered reasonable for the housing units but too high for the apartments.

WLSL has adopted the 10% for housing and 5% for apartments.

2.6 INFRASTRUCTURE/ABNORMAL COSTS

Infrastructure costs have been assessed as:

- Infrastructure (highways and utilities) at £1,190,340 (a reduction from the previous FVA where the infrastructure costs were assumed at £1,250,000). This is due to the number of units, the rate per units remains the same at £6,613 per unit. There is no substantiation of this cost, however the rate has not increased since the last FVA review.
- Open Space costs remain at £750,000 (£4,166 per unit). Unsubstantiated as before but the amount has not increased since the previous FVA however the reduction in numbers means the rate per unit is now £4,166 per unit. It is assumed that the same area of open space is being delivered irrespective of unit numbers so this would not be unreasonable.
- Community Building/Village Hall at £1,035,300. This has increased from the previous FVA when the costs were £805,200. At the time the cost was based on a BCIS rate of £176 psft which has increased to £226 psft in this assessment. There is no definition to link a specification to state whether the rate is appropriate or not. A conference hall cost for example in BCIS is £208.85

psft whereas a basic mission hall is £263 psft. Without an idea as to whether internal costs are also considered it is difficult to counter argue the cost increase. WLSL has adopted the Applicant's cost rate though there may be savings once the specification is agreed.

2.7 SECTION 106 CONTRIBUTIONS

S106 is stated to be policy compliant at £11,000 per unit or £1.980m. A further contribution of the village hall is assumed but that is included as a direct works cost separate to the S106 contribution budget. The Applicant has submitted an appraisal which includes s106 and their preferred appraisal which does not include s106.

2.8 CONTINGENCY

A 5% contingency has been adopted by the Applicant. This is considered relatively high but as costs are at the midpoint between lower quartile and median (previous FVA they were on lower quartile) WLSL has adopted a 3.5% contingency.

2.9 PROFESSIONAL FEES

Fees of 7% of costs have been adopted by the Applicant. This is reasonable for the scale of scheme.

2.10 ACQUISITION / DISPOSAL FEES AND MARKETING FEES

Agent and Legal fees are assumed at 1.0% and 0.5%. This is reasonable

Marketing fees are assumed at 1%. This is considered reasonable.

Letting and legals are assumed at 10% and 5%. This is considered reasonable.

2.11 FINANCE RATE

Finance costs are stated to be 6.25%. This is considered reasonable in today's financial climate.

2.12 OTHER FEES AND COSTS

Stamp Duty is assumed by the Applicant at the prevailing rate.

2.13 PROFIT

The appraisals submitted assume a target profit of 20% on GDV. This is at the top of the NPPF guidance which states profit to be in the order of 15-20% of GDV (c20-25% of costs), depending on the risk of the scheme. The figure submitted equates to 20.43% of GDV based on the elements to which it has been applied. WLSL has adopted 19% profit on Residential and 15% profit on the commercial GDV.

2.14 SUMMARY OF ASSUMPTIONS

Appraisal Item	Applicant	WLSL Baseline
Land cost	£100,000 per acre including premium. Benchmark Land Value equates to £1,342,000	As per Applicant
Sales/Rental Revenue	<ul style="list-style-type: none"> ■ Parcel 5 at £300,505 per unit / £199.10 psft ■ Parcel 6 Houses at £277,820 per unit / £231.56 psft ■ Block C & D Apartments at £180,000 blended with current sales to equate to £178,636 per unit / £225.65 psft 	<ul style="list-style-type: none"> ■ Parcel 5 : As per Applicant ■ Parcel 6 : As per Applicant ■ Block C & D Apartments at £185,500 blended with current sales to equate to £181,636 per unit / £229.44 psft
Commercial Revenues	Retail at £16 psft / 4% yield and 3 months' rent free	As per Applicant
Build Cost	BCIS mid-point range lower quartile to median Housing at £122.63 psft Apartments £133.96 psft Retail at £200.67 psft	As per Applicant other than retail which is assumed at £133.50 psft
Externals costs	10%	Housing at 10% Apartments at 5%
Abnormals / Utilities	<ul style="list-style-type: none"> ■ Infrastructure (highways and utilities) at £1,190,340 (£6,613 per unit) ■ Open Space at £750,000 (£4,166 per unit) ■ Community Building at £1,035,300: based on BCIS costs £226 psft 	As per Applicant with caution on the village hall.
Professional fees	7%	As per Applicant
Development Management fees	1%	As per Applicant with reduced profit
Contingency	5% on residential only	WLSL assumed at 3.5%
Acquisition Fees	1.5% + SDLT	As per Applicant

Little Stanion, Corby FVA review 2022

Disposal Fees	2.5% Agent / Marketing Commercial Letting 10% and 5%	As per Applicant
Finance	6.25%	As per Applicant
Section 106	£1.980m Residual £0	As per Applicant
Profit	20% of GDV	WLSL at Residential at 19% GDV Commercial at 15% GDV

3.0 APPRAISAL ANALYSIS

3.1 APPLICANT'S SUBMISSION

The Applicant's appraisal has been re-run to determine firstly that the assumptions have been correctly modelled and secondly to create a baseline from which to test sensitivities.

3.1.1 APPLICANT APPRAISAL

The appraisals assumed the following key inputs:

- BLV £1,342,000
- Sales Value GDV £45,707,300
- Scheme GDV £47,559,245
- BCIS construction Costs £28,815,271
- Externals at 10%
- S106 assumed at £1.980m
- Contingency at 5%
- Fees at 7%
- Finance at 6.25%
- Profit Fixed 20% of GDV (Equiv 20.43%)

The Applicant has a negative viability of **-£7,065,927**, which is based on an assumption of the S106 payment and land value included.

The Applicant's equivalent appraisal with noS106 and no Land Value included is **-£2,862,228**.

The table below sets out the Applicant's appraisal in the first row. The second row is the WLSL remodelling of the Applicant's scheme using Argus Developer.

	Policy S106	BLV Land	Fixed Profit	Applicant Viability
Applicant	£1,980,000	£1,342,000	20% / £8,880,389	-£7,065,927
WLSL as per App	£1,980,000	£1,342,000	20.43% / £8,869,504	-£6,567,146
Applicant	£0	£0	20% / £8,880,389	-£2,882,228
WLSL as per App		£0	20.43% / £8,869,504	-£2,370,557

The above shows that the model submitted by the Applicant is mathematically sound. It was difficult to exactly match the Applicant's model due to some inconsistencies in the application of rates and the cashflow shape.

As a consequence, it was not possible to exactly match the Applicant's model outputs.

Again, on the no land and no s106 model, the WLSL appraisal is consistent in applying the Applicant's inputs and the output, but the residual is showing a higher outcome than that reported by the Applicant.

3.1.2 WLSL MODELLING

As there are some differences where WLSL would consider inputs are not justified in moving away from benchmarks there is, set out below, the WLSL remodelled appraisals.

The appraisals assumed the following key inputs.

- BLV £1,342,000
- Sales Value GDV £45,905,300
- Scheme GDV £47,764,293
- BCIS construction Costs £28,385,047
- Externals at 10% Housing and 5% Apartments
- S106 assumed at £1.980m
- Contingency at 3.5%
- Fees at 7%
- Finance at 6.25%
- Fixed Profit target lowered: Profit Fixed 19% of Residential GDV and 15% Commercial GDV
- Contingency at 3.5%

	Policy S106	BLV Land	Fixed Profit	Applicant Viability
WLSL as per App	£1,980,000	£1,342,000	20.43% / £8,869,504	-£6,567,146
Applicant	£0	£0	20% / £8,880,389	-£2,882,228
WLSL as per App	0	£0	20.43% / £8,869,504	-£2,370,557
WLSL Benchmarks	£1,980,000	£1,342,000	£9,000,856	-£3,584,182
WLSL Benchmarks	£0	£0	£9,000,856	+£28,576

The application of consistency within the appraisal adds costs to the Applicant model but also adds profit as the profit is applied as per usual FVA practice.

The profit is assumed at 19% of residential GDV due to the allowance of the DM fee but this still raise the profit for the Applicant above how the appraisals were submitted.

Applying benchmarks shows that a residual improvement is possible. The Model is based on 0% Affordable Housing, so Policy Compliance is not viable.

In terms of the actual model once land or s106 is assumed the 0% Affordable housing whilst improved significantly (-£3.584m compared to the Applicant's -£7.065m) it remains unviable.

A surplus is shown in the last appraisal when land and s106 is removed. The surplus would be the equivalent of s106 contributions equating to £28,576.

4.0 SUMMARY CONCLUSIONS

To conclude, it is clear that the viability of the development is suffering due to the combination of values in this location and the costs associated with this development.

- A Policy Compliant scheme is not viable.
- The approach by the Applicant has seen some of the previous assumptions maintained and some of the assumptions on costs increased. This is not unreasonable given the context of the current inflationary pressures on construction costs.
- The Applicant has also maintained the additional revenue in the form of ground rents which may not be available.
- The infrastructure/abnormals costs are unqualified in that they are not underpinned by a third party as before. There is a note of caution on the cost increase in relation to the Village Hall which has not been adequately set out by the Applicant and could in theory be cheaper to deliver.
- Land is at the same agreed level as per the previous FVA.
- The NPPF allows for a reasonable profit, The Applicant has assumed 20% on all revenue. WLSL has applied profit as per benchmarks to all revenues streams and reduced to 19% on residential GDV and 15% on commercial GDV.
- Build costs for the retail element has been reduced.
- Contingency has been reduced
- Externals costs have been reduced

SUMMARY CONCLUSION / RECOMMENDATION

- The Applicant's scheme as presented is considered unviable in relation to the full S106 contribution whether land value is considered or not.
- Once land value is adopted the scheme is unviable.
- WLSL has undertaken a no s106 and no land value appraisal as per the Applicant and derives a surplus available for s106 of £28,576.
- This conclusion is only maintained if the Applicant chooses to forego the land value for the scheme.

- **On this basis the recommendation would be that the review concurs with the Applicant that the S106 contribution is not viable, but the scheme allows for the construction of the village hall and a surplus of £28,576 if no land value is promoted by the Applicant.**

5.0 DISCLAIMER AND CONFIDENTIALTY

The contents of this report do not constitute a valuation, in accordance with the RICS Valuation - Professional Standards (the 'Red Book') and should not be relied upon as such. This report is addressed to North Northamptonshire Council and its contents should not be reproduced in part or in full without our prior consent of either North Northamptonshire Council and JME Civils Ltd.

CONFIDENTIALITY

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6.0 APPENDIX

WLSL Appraisals

- As per Applicant with and without s106 and land value
- WLSL Appraisals with Benchmarks
- BCIS

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD**

As per Applicant S106 and Land
Loss of £6,567,146
Can't reconcile finance costs

Appraisal Summary for Phase 1

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales
Housing P5	99	149,424	199.10	300,505	29,750,000
Apartments	66	52,248	225.65	178,636	11,790,000
Housing P6	15	17,997	231.56	277,820	4,167,300
Totals	180	219,669			45,707,300

Rental Area Summary

	Units	ft ²	Rent Rate ft ²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Retail	4	6,405	16.00	25,620	102,480	102,480
Ground Rents	66			250	16,500	16,500
Totals	70	6,405			118,980	118,980

Investment Valuation

Retail					
Current Rent	102,480	YP @	7.0000%	14.2857	1,464,000
Rent Free	(102,480)	YP 3mths @	7.0000%	0.2396	
		PV 5yrs @	7.0000%	0.7130	(17,507)
					1,446,493

Ground Rents					
Current Rent	16,500	YP @	4.0000%	25.0000	412,500

Total Investment Valuation **1,858,993**

GROSS DEVELOPMENT VALUE **47,566,293**

Purchaser's Costs			(83,897)
Effective Purchaser's Costs Rate	4.51%		(83,897)

NET DEVELOPMENT VALUE **47,482,396**

Income from Tenants 15,125

NET REALISATION **47,497,521**

OUTLAY**ACQUISITION COSTS**

Fixed Price	1,342,000		
Fixed Price		1,342,000	
			1,342,000
Stamp Duty			56,600
Effective Stamp Duty Rate	4.22%		
Agent Fee	1.00%	13,420	
Legal Fee	0.50%	6,710	
Town Planning		39,451	
			116,181

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Retail	6,405	200.67	1,285,291
Housing P5	149,424	122.63	18,323,865
Apartments	52,248	133.96	6,999,142
Housing P6	17,997	122.63	2,206,972

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD**

As per Applicant S106 and Land

Loss of £6,567,146

Can't reconcile finance costs

Totals	226,074 ft²		28,815,271	
Contingency		5.00%	1,376,499	
S106 Agreement			1,980,000	
Open Space			750,000	32,921,770
Other Construction Costs				
Infrastructure Costs	180 un	6,613.00 /un	1,190,340	
Externals		10.00%	2,660,830	
Village Hall			1,035,300	4,886,470
PROFESSIONAL FEES				
Professional Fees		7.00%	1,862,581	1,862,581
MARKETING & LETTING				
Marketing		1.00%	471,538	
Letting Agent Fee		10.00%	10,248	
Letting Legal Fee		5.00%	5,124	486,910
DISPOSAL FEES				
Sales Agent Fee		1.00%	471,538	
Sales Legal Fee		0.50%	235,769	707,307
Additional Costs				
Dev. Management Fee		1.00%	266,083	
Fixed 20.43% Profit		20.43%	8,869,504	9,135,587
TOTAL COSTS BEFORE FINANCE				51,458,805
FINANCE				
Debit Rate 6.250%. Credit Rate 0.000% (Nominal)				
Land			371,561	
Construction			2,063,787	
Other			170,514	
Total Finance Cost				2,605,862
TOTAL COSTS				54,064,667
PROFIT				(6,567,146)

Performance Measures

Profit on Cost%	-12.15%
Profit on GDV%	-13.81%
Profit on NDV%	-13.83%
Development Yield% (on Rent)	0.22%
Equivalent Yield% (Nominal)	6.34%
Equivalent Yield% (True)	6.60%
IRR% (without Interest)	-13.86%
Rent Cover	-55 yrs -2 mths
Profit Erosion (finance rate 6.250)	N/A

As per Applicant no S106 and no Land
Loss of £2,370,557
Can't reconcile finance costs

Little Stanion
Corby

Development Appraisal
White Land Strategies Ltd
21 September 2022

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD**

As per Applicant no S106 and no Land

Loss of £2,370,557

Can't reconcile finance costs

Appraisal Summary for Phase 1

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales
Housing P5	99	149,424	199.10	300,505	29,750,000
Apartments	66	52,248	225.65	178,636	11,790,000
Housing P6	15	17,997	231.56	277,820	4,167,300
Totals	180	219,669			45,707,300

Rental Area Summary

	Units	ft ²	Rent Rate ft ²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Retail	4	6,405	16.00	25,620	102,480	102,480
Ground Rents	66			250	16,500	16,500
Totals	70	6,405			118,980	118,980

Investment Valuation

Retail					
Current Rent	102,480	YP @	7.0000%	14.2857	1,464,000
Rent Free	(102,480)	YP 3mths @	7.0000%	0.2396	
		PV 5yrs @	7.0000%	0.7130	(17,507)
					1,446,493

Ground Rents					
Current Rent	16,500	YP @	4.0000%	25.0000	412,500

Total Investment Valuation **1,858,993**

GROSS DEVELOPMENT VALUE **47,566,293**

Purchaser's Costs			(83,897)	
Effective Purchaser's Costs Rate		4.51%		(83,897)

NET DEVELOPMENT VALUE **47,482,396**

Income from Tenants 15,125

NET REALISATION **47,497,521**

OUTLAY**ACQUISITION COSTS**

Town Planning			39,451	
				39,451

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Retail	6,405	200.67	1,285,291
Housing P5	149,424	122.63	18,323,865
Apartments	52,248	133.96	6,999,142
Housing P6	17,997	122.63	2,206,972
Totals	226,074 ft²		28,815,271

Contingency		5.00%	1,376,499	
Open Space			750,000	
				2,126,499

Other Construction Costs

Infrastructure Costs	180 un	6,613.00 /un	1,190,340
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APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD**

As per Applicant no S106 and no Land

Loss of £2,370,557

Can't reconcile finance costs

Externals	10.00%	2,660,830	
Village Hall		1,035,300	4,886,470

PROFESSIONAL FEES

Professional Fees	7.00%	1,862,581	1,862,581
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MARKETING & LETTING

Marketing	1.00%	471,538	
Letting Agent Fee	10.00%	10,248	
Letting Legal Fee	5.00%	5,124	486,910

DISPOSAL FEES

Sales Agent Fee	1.00%	471,538	
Sales Legal Fee	0.50%	235,769	707,307

Additional Costs

Dev. Management Fee	1.00%	266,083	
Fixed 20.43% Profit	20.43%	8,869,504	9,135,587

TOTAL COSTS BEFORE FINANCE**48,060,075****FINANCE**

Debit Rate 6.250%, Credit Rate 0.000% (Nominal)			
Construction		1,767,176	
Other		40,826	
Total Finance Cost			1,808,002

TOTAL COSTS**49,868,078****PROFIT****(2,370,557)****Performance Measures**

Profit on Cost%	-4.75%
Profit on GDV%	-4.98%
Profit on NDV%	-4.99%
Development Yield% (on Rent)	0.24%
Equivalent Yield% (Nominal)	6.34%
Equivalent Yield% (True)	6.60%
IRR% (without Interest)	-2.30%
Rent Cover	-19 yrs -11 mths
Profit Erosion (finance rate 6.250)	N/A

WLSL with s106 and Land
Loss of -£3,584,182

Little Stanion
Corby

Development Appraisal
White Land Strategies Ltd
21 September 2022

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD**

WLSL with s106 and Land
Loss of £3,584,182

Appraisal Summary for Phase 1

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales
Housing P5	99	149,424	199.10	300,505	29,750,000
Apartments	66	52,248	229.44	181,636	11,988,000
Housing P6	<u>15</u>	<u>17,997</u>	231.56	277,820	<u>4,167,300</u>
Totals	180	219,669			45,905,300

Rental Area Summary

	Units	ft ²	Rent Rate ft ²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Retail	4	6,405	16.00	25,620	102,480	102,480
Ground Rents	<u>66</u>			250	<u>16,500</u>	<u>16,500</u>
Totals	70	6,405			118,980	118,980

Investment Valuation

Retail					
Current Rent	102,480	YP @	7.0000%	14.2857	1,464,000
Rent Free	(102,480)	YP 3mths @	7.0000%	0.2396	
		PV 5yrs @	7.0000%	0.7130	(17,507)
					1,446,493

Ground Rents					
Current Rent	16,500	YP @	4.0000%	25.0000	412,500

Total Investment Valuation **1,858,993**

GROSS DEVELOPMENT VALUE **47,764,293**

Purchaser's Costs	(83,897)
Effective Purchaser's Costs Rate	4.51%
	(83,897)

NET DEVELOPMENT VALUE **47,680,396**

Income from Tenants 39,875

NET REALISATION **47,720,271**

OUTLAY**ACQUISITION COSTS**

Fixed Price	1,342,000		
Fixed Price		1,342,000	
			1,342,000
Stamp Duty			56,600
Effective Stamp Duty Rate	4.22%		
Agent Fee	1.00%	13,420	
Legal Fee	0.50%	6,710	
Town Planning		39,451	
			116,181

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Retail	6,405	133.50	855,068
Housing P5	149,424	122.63	18,323,865
Apartments	52,248	133.96	6,999,142
Housing P6	<u>17,997</u>	<u>122.63</u>	<u>2,206,972</u>
Totals	226,074 ft²		28,385,047

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD****WLSL with s106 and Land****Loss of £3,584,182**

Contingency		3.50%	1,077,583	
				29,462,630
Other Construction Costs				
Infrastructure Costs	180 un	6,613.00 /un	1,190,340	
Open Space			750,000	
Externals Housing		10.00%	2,053,084	
Externals Flats		5.00%	349,957	
Village Hall			1,035,300	
				5,378,681
Section 106 Costs				
Section 106 Costs			1,980,000	
				1,980,000
PROFESSIONAL FEES				
Professional Fees		7.00%	1,986,953	
				1,986,953
MARKETING & LETTING				
Marketing		1.00%	473,518	
Letting Agent Fee		10.00%	10,248	
Letting Legal Fee		5.00%	5,124	
				488,890
DISPOSAL FEES				
Sales Agent Fee		1.00%	477,643	
Sales Legal Fee		0.50%	238,821	
				716,464
Additional Costs				
Dev. Management Fee		1.00%	261,781	
Fixed 19% Profit Residential		19.00%	8,722,007	
Fixed 15% Profit Commercial		15.00%	278,849	
				9,262,637
TOTAL COSTS BEFORE FINANCE				50,734,436
FINANCE				
Debit Rate 6.250%, Credit Rate 0.000% (Nominal)				
Land			138,394	
Construction			397,920	
Other			33,703	
Total Finance Cost				570,017
TOTAL COSTS				51,304,453
PROFIT				(3,584,182)
Performance Measures				
Profit on Cost%		-6.99%		
Profit on GDV%		-7.50%		
Profit on NDV%		-7.52%		
Development Yield% (on Rent)		0.23%		
Equivalent Yield% (Nominal)		6.34%		
Equivalent Yield% (True)		6.60%		
IRR% (without Interest)		Out of Range		
Rent Cover		-30 yrs -1 mths		
Profit Erosion (finance rate 6.250)		N/A		

WLSL no s106 and no Land
Surplus £28,576

Little Stanion
Corby

Development Appraisal
White Land Strategies Ltd
21 September 2022

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD**WLSL no s106 and no Land
Surplus £28,576

Appraisal Summary for Phase 1

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales
Housing P5	99	149,424	199.10	300,505	29,750,000
Apartments	66	52,248	229.44	181,636	11,988,000
Housing P6	<u>15</u>	<u>17,997</u>	231.56	277,820	<u>4,167,300</u>
Totals	180	219,669			45,905,300

Rental Area Summary

	Units	ft ²	Rent Rate ft ²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Retail	4	6,405	16.00	25,620	102,480	102,480
Ground Rents	<u>66</u>			250	<u>16,500</u>	<u>16,500</u>
Totals	70	6,405			118,980	118,980

Investment Valuation

Retail					
Current Rent	102,480	YP @	7.0000%	14.2857	1,464,000
Rent Free	(102,480)	YP 3mths @	7.0000%	0.2396	
		PV 5yrs @	7.0000%	0.7130	(17,507)
					1,446,493

Ground Rents					
Current Rent	16,500	YP @	4.0000%	25.0000	412,500

Total Investment Valuation 1,858,993**GROSS DEVELOPMENT VALUE** 47,764,293

Purchaser's Costs				(83,897)	
Effective Purchaser's Costs Rate		4.51%		(83,897)	

NET DEVELOPMENT VALUE 47,680,396

Income from Tenants 39,875

NET REALISATION 47,720,271**OUTLAY****ACQUISITION COSTS**

Town Planning			39,451		39,451
---------------	--	--	--------	--	--------

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Retail	6,405	133.50	855,068
Housing P5	149,424	122.63	18,323,865
Apartments	52,248	133.96	6,999,142
Housing P6	<u>17,997</u>	<u>122.63</u>	<u>2,206,972</u>
Totals	226,074 ft²		28,385,047

Contingency		3.50%	1,077,583		1,077,583
-------------	--	-------	-----------	--	-----------

Other Construction Costs

Infrastructure Costs	180 un	6,613.00 /un	1,190,340
Open Space			750,000
Externals Housing		10.00%	2,053,084

APPRAISAL SUMMARY**WHITE LAND STRATEGIES LTD****WLSL no s106 and no Land
Surplus £28,576**

Externals Flats	5.00%	349,957	
Village Hall		1,035,300	
			5,378,681
PROFESSIONAL FEES			
Professional Fees	7.00%	1,986,953	
			1,986,953
MARKETING & LETTING			
Marketing	1.00%	473,518	
Letting Agent Fee	10.00%	10,248	
Letting Legal Fee	5.00%	5,124	
			488,890
DISPOSAL FEES			
Sales Agent Fee	1.00%	477,643	
Sales Legal Fee	0.50%	238,821	
			716,464
Additional Costs			
Dev. Management Fee	1.00%	261,781	
Fixed 19% Profit Residential	19.00%	8,722,007	
Fixed 15% Profit Commercial	15.00%	278,849	
			9,262,637
TOTAL COSTS BEFORE FINANCE			47,335,706
FINANCE			
Debit Rate 6.250%, Credit Rate 0.000% (Nominal)			
Construction		350,231	
Other		5,758	
Total Finance Cost			355,989
TOTAL COSTS			47,691,695
PROFIT			28,576
Performance Measures			
Profit on Cost%	0.06%		
Profit on GDV%	0.06%		
Profit on NDV%	0.06%		
Development Yield% (on Rent)	0.25%		
Equivalent Yield% (Nominal)	6.34%		
Equivalent Yield% (True)	6.60%		
IRR% (without Interest)	-3.70%		
Rent Cover	3 mths		
Profit Erosion (finance rate 6.250)	0 mths		

£/m2 study

Description: Rate per m2 gross internal floor area for the building Cost including prelims.

Last updated: 27-Aug-2022 05:37

► Rebased to Corby (102; sample 14)

Maximum age of results: 5 years

Building function (Maximum age of projects)	£/m ² gross internal floor area						Sample
	Mean	Lowest	Lower quartiles	Median	Upper quartiles	Highest	
New build							
810. Housing, mixed developments (5)	1,432	801	1,282	1,396	1,539	3,098	356
810.1 Estate housing							
Generally (5)	1,406	789	1,209	1,360	1,544	2,925	206
Single storey (5)	1,565	987	1,278	1,546	1,735	2,925	42
2-storey (5)	1,361	789	1,193	1,331	1,467	2,537	162
810.11 Estate housing detached (5)	1,227	-	-	-	-	-	1
810.12 Estate housing semi detached							
Generally (5)	1,427	864	1,222	1,378	1,545	2,537	53
Single storey (5)	1,490	1,149	1,210	1,417	1,655	2,518	21
2-storey (5)	1,387	864	1,222	1,346	1,455	2,537	32
810.13 Estate housing terraced							
Generally (5)	1,404	937	1,185	1,311	1,535	2,105	11
2-storey (5)	1,334	937	1,181	1,270	1,446	1,883	10
816. Flats (apartments)							
Generally (5)	1,650	915	1,368	1,544	1,852	3,594	188
1-2 storey (5)	1,623	1,010	1,355	1,525	1,931	2,317	32
3-5 storey (5)	1,636	915	1,357	1,529	1,797	3,594	132
6 storey or above (5)	1,764	1,247	1,495	1,758	1,910	2,555	24

Page 1

£/m2 study

Description: Rate per m2 gross internal floor area for the building Cost including prelims.

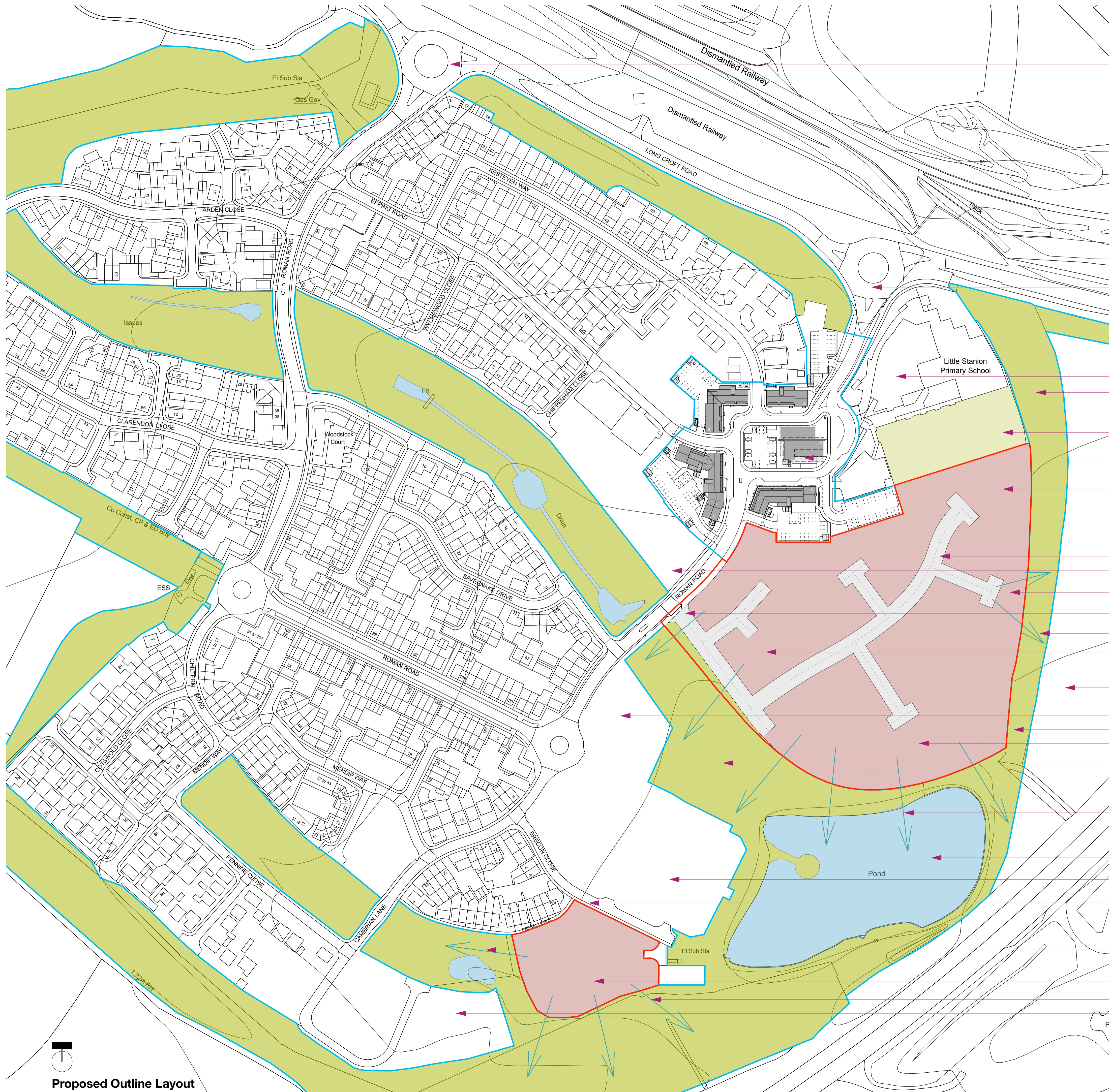
Last updated: 27-Aug-2022 05:37

› Rebased to Corby (102; sample 14)

Maximum age of results: Default period

Building function (Maximum age of projects)	£/m ² gross internal floor area						Sample
	Mean	Lowest	Lower quartiles	Median	Upper quartiles	Highest	
New build							
320. Offices							
Generally (15)	2,237	1,107	1,597	2,115	2,626	5,428	68
Air-conditioned							
Generally (15)	2,292	1,313	1,919	2,225	2,618	3,853	21
1-2 storey (15)	2,235	1,313	1,879	2,092	2,325	3,853	8
3-5 storey (15)	2,210	1,503	1,762	2,119	2,618	2,996	9
6 storey or above (20)	2,777	1,916	2,277	2,460	2,811	4,961	9
Not air-conditioned							
Generally (15)	2,195	1,107	1,548	2,081	2,714	3,830	31
1-2 storey (15)	2,271	1,271	1,585	2,115	2,818	3,548	16
3-5 storey (15)	2,092	1,107	1,544	1,779	2,338	3,830	13
6 storey or above (20)	2,632	2,035	-	2,719	-	3,053	4
345. Shops							
Generally (30)	1,777	666	959	1,437	2,293	4,675	20
1-2 storey (30)	1,793	666	958	1,396	2,317	4,675	19
3-5 storey (30)	1,479	-	-	-	-	-	1
346. Service shops (40)	1,836	-	-	-	-	-	1

page 2



- Access to Little Stanion Village from Long Croft Road
- Access to Little Stanion Village from Long Croft Road
- Little Stanion Primary School
- Badger Alley landscaped walkway
- Primary school playing pitch
- Proposed Mixed Use Square with Village Centre
- Residential Area
- Primary street infrastructure
- Neighbouring residential area
- Pedestrian and cycle routes to Badger Alley
- Primary vehicular access to development from Roman Road
- Arrows denote views to Badger Alley
- Residential Area
- Neighbouring green field
- Neighbouring residential area
- Pedestrian and cycle routes to Badger Alley
- Residential Area
- Long Meadow green space
- Arrows denote views to south end of Long Meadow and Feature Pond
- Attenuation pond with green space landscaping all round
- Neighbouring residential area
- Primary vehicular access to development from Brecon Close
- Arrows denote views to south end of Short Meadow
- Residential Area
- Arrows denote views to green landscaped areas
- Neighbouring residential area

Proposed Outline Layout

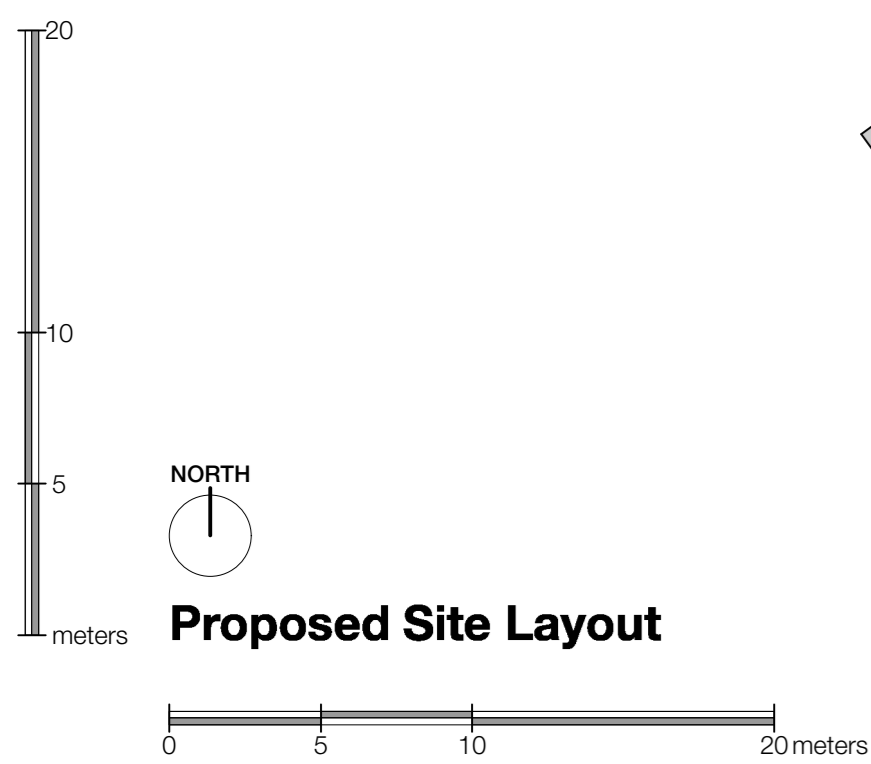
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Little Stanion Village Centre

	Apartment	Other Accommodation	Parking
BLOCK A	11no 2 bed	-	16no cars
BLOCK B	19no 2 bed	-	21no cars
BLOCK C	22no 2 bed	110sqm Retail Unit 1 63sqm Retail Unit 2	33no cars
BLOCK D	14no 2 bed	360sqm Retail Unit 3 62sqm Retail Unit 4	21no cars
BLOCK E	-	435sqm Village Hall	19no cars
	66no 2bed	1033sqm	137no cars



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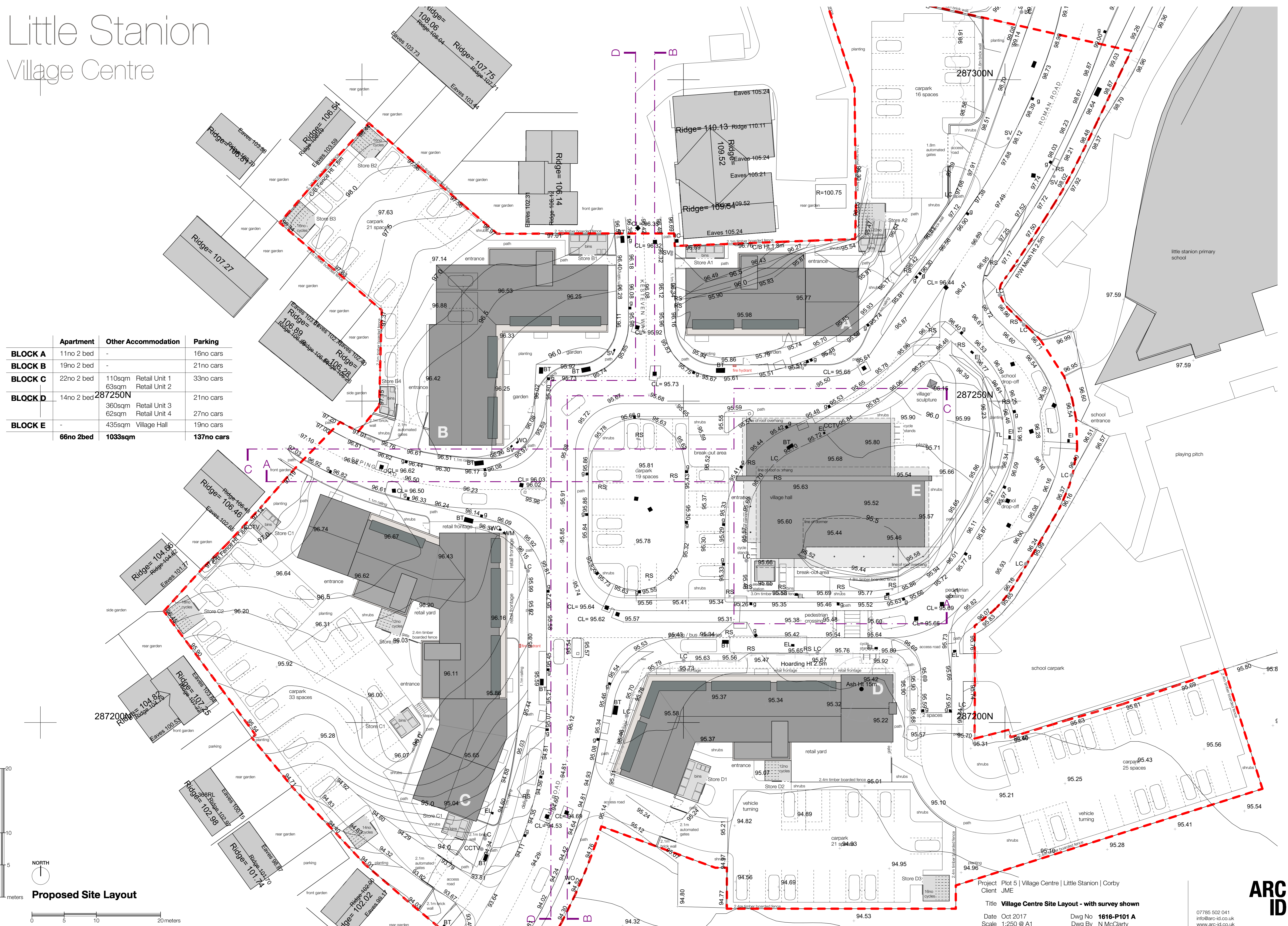
Project Plot 5 | Village Centre | Little Stanion | Corby
 Client JME
 Title **Village Centre Site Layout**
 Date Oct 2017
 Scale 1:250 @ A1
 Dwg No **1616-P100 A**
 Dwg By N McClarty

07785 502 041
 info@arc-id.co.uk
 www.arc-id.co.uk

Little Stanion Village Centre

	Apartment	Other Accommodation	Parking
BLOCK A	11no 2 bed	-	16no cars
BLOCK B	19no 2 bed	-	21no cars
BLOCK C	22no 2 bed	110sqm Retail Unit 1 63sqm Retail Unit 2	33no cars
BLOCK D	14no 2 bed	360sqm Retail Unit 3 62sqm Retail Unit 4	21no cars
BLOCK E	-	435sqm Village Hall	19no cars
	66no 2bed	1033sqm	137no cars

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Project Plot 5 | Village Centre | Little Stanion | Corby
 Client JME
 Title **Village Centre Site Layout - with survey shown**
 Date Oct 2017
 Scale 1:250 @ A1
 Dwg No **1616-P101 A**
 Dwg By N McClarty

07785 502 041
 info@arc-id.co.uk
 www.arc-id.co.uk



LAND AT LITTLE STANION

Illustrative Construction Projection : Parcel 5 of Outline
Scheme : and Multi-Use Square

FOR : JME DEVELOPMENTS LIMITED

01 August 2023

Gateley LEGAL

1. ILLUSTRATIVE TABLES

- 1.1 On the basis of the information you have kindly provided to us we understand that the build-out of the remaining units to be constructed at Little Stanion for Parcel 5 (NC/21/00031/REM) and the remainder of the Multi-Use Square (Full planning permission 17/00702/DPA as amended) would be expected¹ by JME Developments Limited (**JME**) to be as follows (the figures given being running totals of anticipated residential units constructed/sold) :

- 1.1.1 Table 1 : the Multi-Use Square (also referred to as the 'village centre') :

Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026
36	39	41	44	47	50	53	56	59	62	65	66

- 1.1.2 Table 2 : Parcel 5 :

Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028
nil	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	99

- 1.2 The total number of residential units in the multi-use square initially authorised by planning permission 17/00702/DPA is 66. That planning permission has been amended a number of times pursuant to sections 73 and 96A of the Town and Country Planning Act² but that remains the total number of authorised apartments, distributed across Blocks A, B, C and D. The further section 73 application made in respect of Block C in June 2023 does not alter this aggregate total figure. Table 1 illustrates a potential rate of construction and sales for the multiuse square/village centre accordingly.
- 1.3 The total number of residential units authorised by reserved matters approval NC/21/00031/REM for parcel 5 is 99. Table 2 illustrates a potential rate of construction and sales for Parcel 5 accordingly.

¹ Subject to the approval of the section 106A application NC/23/00041/RVC106 by 2 August 2023

² Condition 13 was amended by planning permission 20/00301/RVC on 12 November 2020. Condition 14 was amended by planning permission 20/0059/RVC on 23 March 2021. Amendments were made to the village centre southern boundary treatments to facilitate seamless boundary treatment interlinkage with the design of the residential parcel 5 to the south and these were granted planning permission NC/21/00034/RVC on 26 July 2021. Most recently, the Block D retail unit 3 was subdivided to create 2 units to reflect commercial demand and was granted planning permission **NC/22/00078/RVC** on 1 June 2022 which is the current overarching planning permission for multi-use square.

2. THE INTERPRETATION OF THE TABLES

2.1 Table 1 :

2.1.1 Records that 36³ apartments have been constructed and occupied; and

2.1.2 illustrates that for the multi-use square the rate of sales of apartments may be in the order of 12 per year (in accordance in that respect with previous projections provided to NNC by JME's planning advisers) distributed evenly across each calendar year at 5 per quarter.

2.2 Table 2 illustrates a build out rate for the houses on Parcel 5 of approximately 20 units per year distributed evenly across each calendar year at 5 per quarter.

2.3 The figures represent a cumulative running total. No distinction is drawn between construction - and occupation following sale - for the purposes of the illustration.

2.4 The colour coding reflects the current trigger points in the s106A Framework of August 2016 (**the S106 Framework**) – units highlighted in green could be occupied before the relevant 50 % threshold triggering the 'Little Stanion Community Payment' for a "Phase" is reached under the s106A Framework whereas units highlighted in red could not be sold/occupied without the current s106A application being approved given the agreed non-viability of the combined development authorised by NC/22/00078/RVC and 17/00703/OUT.

3. THE RELATIONSHIP WITH THE OUTLINE PLANNING PERMISSION (17/00703/OUT)

3.1 The total number of houses in parcel 6 authorised by reserved matters approval 19/00541/REM is 15 all of which have been constructed and sold. There is no separate table in respect of parcel 6 accordingly.

3.2 Although the outline planning permission 17/00703/OUT (the **OPP**) authorised 'up to 135' residential units and related infrastructure, the process of obtaining reserved matters approval has established that the land developable for housing benefited by the OPP will not accommodate more than **114** units comprising the 15 at parcel 6 and the future 99 at parcel 5.

4. THE ROLE OF THE FIGURES WITHIN THE VIABILITY APPRAISAL

4.1 In their report for NNC of September 2022 "LITTLE STANION,CORBY VIABILITY ASSESSMENT FOR PLANNING S106A APPLICATION" (**NNC's Viability Report**) White Land Consulting Limited (**NNC's Viability Advisers**) stated that The scheme proposed is for 180 units, being 99 houses on Parcel 5, 66 apartments and 15 houses on Parcel 6". That was and is an accurate reflection of the number of residential units for which planning permission and reserved matters approval has been granted.

³ Planning permission 17/00702/DPA was first granted on 21 May 2018 so construction/sale has progressed at circa 7 apartments per year on a simple average basis but allowing for time taken to discharge site-wide planning conditions, mobilisation, initial funding and other preliminaries affecting the delivery rate at that stage, a somewhat higher rate of circa 12 apartments per year has been proposed in more recent projections by JME's planning advisers.

- 4.2 NNC's Viability Report referred back to a previous viability review in the following terms : " The 2019 review assumed 189 units. There is no commentary in the Applicant's review to address the why there is a lower number of units. It is assumed that this is the most efficient layout to maximise the site's potential and that the Council is aware of the masterplan density". It is confirmed that the lower number of units reflects the fact that NNC as a local planning authority has approved 99 units at Parcel 5 through reserved matters approval NC/21/00031/REM. The number of units reflects the planning decision-taking by NNC and its predecessor local planning authority. It maximises the site's potential for *sustainable residential development acceptable in planning terms*.
- 4.3 At paragraph 2.2 NNC's Viability Report states that : " As two of the four blocks (30 units) are already sold, evidence is available on site to determine local values. The 11 sold units in parcel 6 were used as the basis of current values for the remainder of that parcel. Taking the average of sold units is not unreasonable as differences between plots can affect individual unit prices". This confirms that NNC's Viability Report was based on the actual sales data then available which already included sales out-turn data for circa 45 % of the apartments in the multi-use square, and 9.6 % of the houses across parcels 5 and 6.
- 4.4 Each of the 4 Appraisal Summary calculations at the back of NNC's Viability Report correctly records the number of approved residential units as 180 broken down as above namely 66 apartments in the multi use square/village centre, 15 houses in Parcel 6 and 99 houses in Parcel 5.
- 5. THE SECTION 106A APPLICATION**
- 5.1 The timing or rate of construction and sale of the residential units either within the multi use square or within Parcel 5 is not relevant to the determination of the S106A Application.
- 5.2 The non-viability of the development has been established and agreed by NNC's Viability Advisers. That conclusion is not dependent on any particular rate of construction since it proves that even after 100 % of the achievable revenue has been generated by the construction and sale of *all* the apartments in the multi use square and *all* the houses across parcels 5 and 6, the Little Stanion Community Payment cannot be funded accordingly.

LAND AT LITTLE STANION

S106A : Enforceability Confirmation

NC/23/00041/RVC106

VILLAGE HALL : TIMEFRAME FOR CONSTRUCTION

FOR : JME DEVELOPMENTS LIMITED

29 June 2023

Gateley

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1. **INTRODUCTION**
- 1.1 On 25 August 2016 the former Corby Borough Council (CBC) issued a decision notice (the **Decision Notice**) pursuant to section 106A (6) (c) and (8) of the TCPA90 (the **Current Planning Obligations**).
- 1.2 In a schedule of modifications dated 14 May 2021 a set of modifications to the Current Planning Obligations were proposed in an application under section 106A of the Town and Country Planning Act 1990 made to North Northamptonshire Council (NNC). NNC has ascribed reference NC/23/00041/RVC106 to this application (the **S106A Application**).
- 1.3 The purpose of this note is to set out the basis on which the timeframe for the construction of the "village hall" will be enforceable provided that the S106A Application is approved such that the relevant development again becomes *viable*.
- 1.4 Please note that in the Current Planning Obligations the village hall is defined as "the NCB" namely : " a new community building having a gross external area of a minimum of 400 square metres to be constructed on the NCB Site". In the remainder of this note the defined term NCB is used accordingly.
2. **THE MODIFICATIONS**
- 2.1 References in the table below to "Section[s]" or "paragraph[s]" are to the sections and numbered paragraphs in the schedule of modifications that was attached to the Decision Notice.

Item	Section /Paragraph/Page in current planning obligations	Modification Proposed
1	INTRODUCTION Recital 3 on page 3	The expression "the Owner" shall be deleted where these words first appear and a defined term "the Owner" shall be added into the definitions in clause 1 and shall be there defined as: "JME Developments Limited (a company incorporated and registered in England and Wales (registered number 07137465) whose registered office address is 1 Adelaide House Corby Gate Business Park, Priors Haw Road, Corby, Northamptonshire, England, NN17 5JG or any successor in title to any part of the Residual Site".
2	INTRODUCTION Recitals on page 3	A new recital 8 shall be added as follows : "North Northamptonshire Council of [●] is with effect from 1 st April 2021 the sole successor to all the relevant statutory functions of both the Council and the County Council and the rights and duties of the Council and the County Council hereunder are exercisable by and enforceable against the said North Northamptonshire Council accordingly".
3	CONSTRUCTION Paragraph 2.6	The following words shall be added to paragraph 2.6 :

		"and all references to the Council and the County Council herein shall be construed as references to North Northamptonshire Council of [●] or any successor or successor to the relevant statutory functions thereof"
4	Paragraph 1 (Definitions)	The following defined terms and in every case the respective definition appearing therewith shall be deleted <i>in their entirety</i> : "Additional Dwelling Sale Profit"; "Approved EVA"; "Little Stanion Community Payment"; "Little Stanion Up-lift Sum"; "Old Agreements Deficit"; and "Provisional Uplift Calculation".
5	The First Schedule : Part One : Paragraph 17	Paragraph 17 (The Little Stanion Payment Obligations) of PART ONE including 17.1 and 17.2 and the proviso thereto shall be deleted <i>in their entirety</i>
6	The First Schedule : Part Two : Paragraph 5	Paragraph 5 (The Little Stanion Community Payment as applicable to the Tata Land) of PART TWO including 5.1 and 5.2 and the proviso thereto shall be deleted <i>in their entirety</i>
7	The First Schedule : Part Three : Paragraphs 1-5	Paragraphs 1-5 inclusive of PART THREE (THE LITTLE STANION UP-LIFT SUM (APPLICABLE IN RESPECT OF BOTH THE RESIDUAL SITE AND THE TATA LAND) including the proviso thereto (this being for the avoidance of doubt the whole of the said PART THREE) shall be deleted <i>in their entirety</i>
8	The Fourth Schedule	The Fourth Schedule (ADDITIONAL DWELLING SALE PROFIT) shall be deleted <i>in its entirety</i> .

2.2 It will be noted that none of the proposed modifications affect the parts of the Current Planning Obligations that relate to the NCB. There is no proposal within the S106A Application to alter the commitment to deliver the NCB accordingly.

3. THE ENFORCEABLE TIMEFRAME FOR THE DELIVERY OF THE NCB

- 3.1 As previously stated, the reason for the timeframe for the delivery of the NCB becoming enforceable if the S106A is approved is that the relevant development will then be viable again.
- 3.2 Under the Current Planning obligations there is at paragraph 14 on page 17 (in the First Schedule) (emphasis added) :
- "The Owner shall within six months of the Unconditional Date submit an application for planning permission for the NCB, and within two years of the NCB Planning Condition being satisfied construct the NCB and offer to transfer it for a nominal consideration to the Council on the NCB Transfer Terms together with such other terms as shall be agreed between the Owner and the Council AND insofar as it is able to do so the Owner shall not prevent access to the existing community building on the Welcome Centre Site for the local residents and the wider public unless and until the NCB has been constructed and made available in substitution therefor".
- 3.3 The defined expression "NCB Planning Condition" means (where material) : " (i) the grant by the Council of an Acceptable NCB Planning Permission; and ... " the expression " Acceptable NCB Planning Permission " is defined as : " a planning permission authorising the construction and use of the NCB whose terms including without limitation the planning conditions imposed thereon and the planning obligations required in respect thereof shall be reasonably acceptable to the Owner".
- 3.4 The planning permission authorising the NCB is not reasonably acceptable to the Owner however because it is not viable to construct it - the non-viability is a matter of evidence and it is common ground between the applicant and NCC that the development is not viable.
- 3.5 The practical effect of the non-viability of the development has therefore been that the two year timeframe for the construction and transfer of the NBC has not begun yet.
- 3.6 If the S106A Application is approved however so that the development becomes viable then the relevant planning permission will become for the first time an Acceptable Planning Permission accordingly.
- 3.7 The two year period under paragraph 14 will therefore begin from the date of formalisation of the approval of the S106A Application by the issue of a decision notice accordingly.

LITTLE STANION

SECTION 106A APPLICATIONS

SUPPORTING STATEMENT

ON BEHALF OF : JME DEVELOPMENTS LIMITED

14 May 2021

Gateley

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1. INTRODUCTION

- 1.1 This supporting statement is made in respect of two concurrent applications to North Northamptonshire Council (**NNC**) under section 106A of the Town and Country Planning Act 1990 (**TCPA90**) whereby modifications are proposed to the planning obligations contained or referred to in the decision notice dated 25 August 2016 (the **Decision Notice**) issued by the former Corby Borough Council (**CBC**) pursuant to sections 106A (6) (c) and (8) of the TCPA90 (the **Current Planning Obligations**).
- 1.2 The Current Planning Obligations are set out in the schedule to the Decision Notice, a full copy of which is at **appendix one**. The Decision Notice was issued by CBC on behalf of itself and also the former Northamptonshire County Council (**NCC**) which had transferred authority to CBC to determine the duplicate s106A application then before both those authorities.
- 1.3 JME Developments Limited (**JME**) was formerly named JME Civils Limited but has updated its registered company name at Companies House to better reflect its core business.
- 1.4 Within the framework set by the Current Planning Obligations JME applied for and was granted by CBC - amongst other consents - the following planning permissions:
- 1.4.1 Full planning permission 17/00702/DPA (the **FPP**) authorising 66 residential units, retail space and community building (the **Multi Use Square Development**); and
 - 1.4.2 Outline planning permission 17/00703/OUT (the **OPP**) authorising up to 135 residential units and related infrastructure (the **Outline Development**).
- 1.5 On 1 April 2021 both CBC and NCC ceased to exist and the new NNC came into being as – amongst many other things – the sole local planning authority (**LPA**) for the land bound by the Current Planning Obligations (the **Site**).
- 1.6 NNC is therefore the LPA empowered to modify planning obligations pursuant to s106A TCPA90 and JME Developments Limited (**JME**) now applies to NNC by way of two separate applications:
- 1.6.1 first – and in order to effect *a long-term solution* to the non-viability of both the Outline Development and the Multi-Use Square Development – it has applied to reduce the financial costs payable to NNC under the Current Planning Obligations (the **Primary S106A Application**); and
 - 1.6.2 second – and in order to effect *a short-term improvement* to the cash-flow for the Outline Development and the Multi Use Square Development - it has applied to defer the time / trigger point at which certain financial costs would otherwise fall due in order to at least enable building to continue (the **Secondary S106A Application**).
- 1.7 The Secondary S106A Application is not an alternative to the Primary S106 Application. If it were approved it would at least enable sustainable development to be continued at the Site until the deferred time/trigger point now proposed had been almost arrived at, but would not obviate the need for the modifications proposed in the Primary S106A Application.
- 1.8 The Primary S106A Application and the Secondary S106A Application are referred to together as “**the S106A Applications**” below.

words importing a principle of equivalence. Section 106A involves a precise and specific statutory test and does not bring in the full range of planning considerations involved for example in an ordinary decision on the grant or refusal of planning permission.””

2.5 Garnham J added (at paragraph 38 of his judgment): “38. Fourth, and perhaps most importantly, I see no reason why, as a matter of principle, the precise character of the useful purpose served by the obligation should determine whether or not the authority has the power to discharge it. The critical question is whether the objection serves some useful function, the absence of which makes the maintenance of the obligation pointless. It follows, in my judgment, that the question for the Inspector here was whether the obligation served any useful purpose, not any useful *planning purpose*”. The word “objection” in the 4th line of this paragraph of the judgment is here understood to be a typographical error since “obligation” is clearly intended.

2.6 In finding that an error of law had been made in the Mansfield Case, Garnham J added:

“43. But the failure of the Inspector to identify the benefit that maintenance of the obligation would achieve meant that none of those observations went to the crucial issue. In those circumstances, despite my recognition of the difficulty the Inspector faced because of the poor manner in which the Council presented its case to her, it seems to me that she fell into error. This was an error of law, not a matter of planning judgment. She failed to identify the useful purpose that the obligation served and to consider whether that purpose remained extant”

2.7 The Current Planning Obligations would clearly continue to serve a “useful purpose” if modified as now proposed – they would enable a sustainable (but non-viable) development to be carried out and completed including the provision of a new community building. . The critical question of whether the obligation as modified would still serve some useful function is therefore to be answered very much in the affirmative.

2.8 The Current Planning Obligations were a response to a stalled development and the high level purpose was to enable sustainable development to recommence. In the Main Report to CBC’s Planning Committee of June 2016 it was stated that: “In broad terms, improved scheme viability is secured...” and the following contemporary sections of the National Planning Policy Framework (NPPF) and the Planning Practice Guidance as well as a local policy on developer contributions were cited as relevant and supportive of the proposal to put the Current Planning Obligations into place at that time (emphases added):

2.8.1 National Planning Policy Framework March 2012:

“Pursuing sustainable development requires careful attention to viability and costs in plan-making and decision-taking. Plans should be deliverable. Therefore, the sites and the scale of development identified in the plan should not be subject to such a scale of obligations and policy burdens that their ability to be developed viably is threatened. To ensure viability, the costs of any requirements likely to be applied to development requirements for affordable housing, standards, infrastructure contributions or other requirements should, when taking account of the normal cost of development and mitigation, provide competitive returns to a willing land owner and willing developer to enable the development to be deliverable.” (Paragraph 173); and

3. THE PRIMARY S106A APPLICATION

- 3.1 The reason for the S106A Applications now made by JME is that the detailed scheme provided for in the Current Planning Obligations further development has again proven nonviable. A further adjustment is therefore necessary in light of the changed circumstances since the Decision Notice was issued, so that the purpose of the Current Planning Obligations can continue to be realised.
- 3.2 The Primary S106A Application therefore seeks to restore financial viability to the development without which it will be moth-balled with less than half the housing authorised by the FPP and the OPP having been constructed.
- 3.3 It seeks to restore viability by removing from the Current S106 Obligations two significant financial costs namely:
- 3.3.1 the "Little Stanion Community Sum" (being £11,000 (eleven thousand pounds) for every Dwelling to be used for the reimbursing the public purse in respect of some of the costs of Little Stanion Primary School); and
- 3.3.2 "the Little Stanion Up-lift Sum" (defined as "a sum equal to 34% of the Additional Dwelling Sale Profit, also for contributing towards those pre-incurred costs of providing Little Stanion Primary School.
- 3.4 The Primary S106 Application is supported by a financial viability appraisal prepared by AspinallVerdi (the **FVA**) (a copy of which is at **appendix two**). This demonstrates that the development is not viable unless the current S106 Obligations are modified and the former CBC agreed that that was an accurate assessment of the lack of viability of the development.
- 3.5 JME itself now owns Site against which the Current Planning Obligations are enforceable (albeit subject to significant encumbrances including a deed of pre-emption and two legal charges). The former owner – SPL – was a subsidiary of JME; SPL has now transferred the Site to JME. The encumbrances also include 6 charges over JME's assets generally arising from various housebuilding companies holding security for certain funds which are not available to JME for general purposes at all but only for completing highway works (for which those monies have now been largely expended).
- 3.6 The burden of the Little Stanion Community Payment and the Little Stanion Uplift Sum needs to be understood against the background of complex private sector financing and mortgaging which has been necessary to comply with other elements of the Current Planning Obligations.
- 3.7 The Decision Notice itself effected modifications to pre-existing planning agreements namely: an agreement dated 4 July 2006 between Corus UK Limited (1) CBC (2) and Northamptonshire County Council (**NCC**) (3); a supplemental agreement dated 28 July 2008 between SPL (1) CBC (2) NCC (3) and AIB Group (UK) plc (4); and a supplemental agreement dated 6 September 2010 between Silentpride Limited (1) CBC (2) NCC (3) and AIB Group (UK) plc (4) (the **Old Agreements**). The purpose was to restore development viability. There is a precedent for the approach now proposed by JME through the Primary S106A Application accordingly.
- 3.8 The Old Agreements related to major residential development at Little Stanion much of which had already been built – 700 new homes, a small community facility (the Welcome Centre) and a primary school (the **Primary School**) already existed.

3.14 With the kind support of the former CBC, the serious deficiencies in infrastructure to serve the Little Stanion Development have been successfully addressed. In respect of the phases of estate roads the coloured phases shown on the plan appended hereto at **appendix 3** have been completed on the dates shown in the table below.

Phase	Completion Date
Red Phase	18 th January 2018
Yellow Phase	26 th February 2018
Green Phase	21 st May 2018
Blue Phase	29 th June 2018

3.15 JME has therefore expended over £2 million in carrying out these works and is in detailed discussions with NCC with the shared objective of adoption of these completed estate roads.

3.16 JME has also completed street lighting to serve the Little Stanion Development and has entered into a legal agreement with CBC for its future adoption.

3.17 The sewers serving the Existing Development have been adopted by Independent Water Networks Limited (**IWNL**) on 29 September 2017.

3.18 These infrastructure requirements have therefore been largely met over the period autumn 2017 until summer 2018 and the highway works have now begun to be formally adopted (phase 1 having become highway maintainable at the public expense on 30 March 2021) by agreement with the former NCC under section 38 of the Highways Act 1980.

3.19 The replacement of the unsafe and incomplete estate road network with properly surfaced, lit, edged and drained carriageway highways in performance of part of the Current Planning Obligations was a major step forward in itself, and JME has also met its obligations to seek planning permission for further residential development.

3.20 It was an unusual feature of the Current Planning Obligations that they included requirements to apply *for further planning permission* – this is a significant indicator of the fundamental purpose of the Current Planning Obligations, which was to re-activate sustainable development at the Site not to secure guaranteed planning benefits in kind or financial contributions to address the impacts of a development whose characteristics had already been fully established through planning permission.

3.21 That is corroborated by the inclusion of an obligation to use reasonable and commercially sensible endeavours to seek control of other land adjacent to but outside the Site, so that if planning permission were to be granted for further residential development on that land also (the so-called ‘Tata site’) there would be another circa 125 housing units which would generate value to meet the Little Stanion Community Payment & the Little Stanion Up-lift Sum.

3.22 The extent to which community facilities have yet been delivered however is more limited. A small retail unit near the Multi Use Square occupies a pre-fabricated building but this is not a requirement of the Current Planning Obligations.

- 3.31.1 the significant financial and practical constraints affecting JME and the land (which were unknown in summer 2016 when the Current Planning Obligations were put into place);
- 3.31.2 the fact that further development – including the outstanding community facilities – is not viable if these onerous reimbursement requirements were to remain.
- 3.32 Since summer 2016 JME has discovered or experienced a series of significant constraints on its ability to deliver the further development at Little Stanion contemplated by the Current Planning Obligations including:
- 3.32.1 a short-fall of over £1m – first revealed in autumn 2017 when SPL was released from administration – in the cash held in the company’s bank accounts;
- 3.32.2 the repeated refusal of Taylor Wimpey – the holder of pre-emption rights over the Site – to allow JME to create a special purpose vehicle (SPV) for part of the site only, with the specific effect that lenders are deterred from taking security over specific elements of the further development;
- 3.32.3 the inability of Homes England (HE) to provide funding for any part of the further development (which is understood itself to be partly because the development could not achieve a loan-to-value ratio satisfactory to HE, and partly a consequence of the inability to create an SPV and transfer a relevant part of the Residual Site to it together with relevant rights over roads and services corridors on the rest);
- 3.32.4 the reluctance of private-sector lenders generally to provide funding (JME having approached circa 30 potential funders before putting into place its current arrangements which are consequently at high interest (14% – 16%).
- 3.33 The Administrator’s lawyers had informed JME that circa £600,000 would be available in SPL’s accounts on conclusion of the administration, whereas in the event only £92,870 was transferred to JME at that stage. JME also had to give an undertaking to the Administrators to pay off some creditors of SPL’s with the result that it had available cash of only circa £50,000 – only one twelfth of the anticipated cash holding. (It should be added that the monies used to finish the existing highways to an adoptable standard were separated into ‘closed’ accounts and could only be used *for that specific purpose*; those monies did not form part of the ordinary cash capital of the company when released from administration and JME has no access to any monies from those closed accounts to use towards other infrastructure such as the community building).
- 3.34 It should also be noted that the FVA uses a much lower borrowing figure – only 6% – than the actual interest rate JME is having to pay. Even with that much lower borrowing cost being used in the FVA, the further development is not viable. The reality is even more negative given JME’s experience of the private sector lending available to it and the actual cost of servicing the loans extended to it.
- 3.35 Furthermore, the complex drafting in the Current Planning Obligations respecting the Little Stanion Up-lift Sum is itself a significant deterrent for lenders. It is difficult to explain to lenders and is perceived by them as a threat to their ability to sell a relevant part of the Site in the exercise of their power of sale under a mortgage/legal charge, in the event that the borrower were to default. This affects both JME as a company – and the land it owns at Little Stanion.

- 3.45 By working constructively together CBC and JME have achieved significant progress over the circa three and a half year period since SPL was finally released from administration.
- 3.46 The NCB and the Retail Store remain outstanding however; these have the requisite planning permission but despite its reasonable endeavours to obtain funding JME cannot build them because – even with the additional housing authorised through 17/00703/OUT – they are not financially viable.
- 3.47 They will become viable however as part of that development if modifications are made to the planning obligations so as to lift the £2 million+ burden of the “roof tax” in the form of the Little Stanion Community Payment, and remove the complex deterrent to lenders which is the Little Stanion Up-lift Sum.
- 3.48 As the FVA confirms, JME is prepared to accept:
- 3.48.1 a level of developer’s profit far below the standard 20-25% rates used in viability appraisal;
 - 3.48.2 developer’s risk; and
 - 3.48.3 high borrowing costs
- but in order to deliver the outstanding community facilities in the difficult financial circumstances facing the UK economy in general and this scheme in particular, NNC is respectfully invited to conclude that the modifications proposed are necessary and appropriate.
- 3.49 JME first contacted the former CBC in August 2019 to request that a deed of modification might be entered into in order to effect the modifications proposed in what is now the Primary S106A Application. JME provided a copy of the FVA to CBC.
- 3.50 CBC took advice respecting that viability assessment from White Land Associates who agreed with JME that the development was not viable. A copy of a letter from CBC dated 20 December 2019 is attached at **appendix 4** and so confirms.
- 3.51 The former NCC however – whilst it did not disagree with the FVA – nonetheless rejected the proposed modification on the basis set out in its letter of 26 February 2021 (**appendix 5**). In that letter the former NCC did not take issue with the viability assessment evidence at all. Its sole basis for refusal to modify was a narrow interpretation of *the purpose* of the Current Planning Obligations.
- 3.52 The former NCC focussed exclusively upon only two aspects of the Current Planning Obligations namely: (i) the reimbursement of costs of constructing the Little Primary School; and (ii) the making good of the network of estate roads serving the existing housing development even though the proposed modifications did not seek any change to the latter at all.
- 3.53 The former NCC’s response was therefore flawed both in respect of (i) by planning upon the Current Planning Obligations and their purpose an interpretation which wholly ignored the evidence that restoring viability to the scheme clearly was the purpose in the context of s 106A TCPA90; and in respect of (ii) by a significant mis-understanding of what the scope of the proposed modifications actually was. JME is now making the Primary S106A Application to NNC accordingly.

5. CONCLUSION

- 5.1 JME has - since August 2019 - been seeking modification of the Current Planning Obligations.
- 5.2 The *purpose* of the Current Planning Obligations was to re-activate a major “stalled” development, by reducing and restructuring the pre-existing section requirements so that – if further housing development could be authorised to generate revenues – a sensible package of planning benefits could be delivered.
- 5.3 Since summer 2017 when SPL was released from administration, JME has been working hard to deliver the planning benefits and obtain and implement planning permissions for further housing development through the FPP and the OPP.
- 5.4 It cannot proceed much further however without modification of the Current Planning Obligations and this is now urgent given that it was first requested nearly two years ago when it had already been established that the overall scheme including the new housing authorised by the FPP and the OPP was not viable.
- 5.5 No reasonable basis for declining to modify the Current Planning Obligations was identified by either the former CBC or the former NCC – on the contrary, both of them accepted the viability evidence which had been approved by CBC’s own consultants.
- 5.6 The former NCC however rejected the proposed modifications on the basis of an apparent misunderstanding of their scope and seemingly on the basis of an unfounded belief that this would retain the prospect of further recovery of the invested costs of the Little Stanion Primary School. The latter however *could not be a reasonable basis for rejecting the proposed modifications* since the Little Stanion Community Payment is not payable unless and until more than 50 % of the dwellings in a relevant development are occupied and since it was common ground that it was not viable to build more than that, *the practical effect of rejecting modification is that nothing will be payable towards that in any event*.
- 5.7 The further effect however is that planning benefits which would still be viable *if* the Primary S106A Application can be approved – including in particular the new Community Building which should form part of the Multi Use Square Development – will not be delivered either. The Site will be moth-balled.
- 5.8 The modification of planning obligations in order to sustain the viability of an approved development is a well-founded practice which the Current Planning Obligations themselves were the product of.
- 5.9 If they are modified as now proposed, the Current Planning Obligations *will clearly continue to serve a useful function* – in fact, it is necessary that they *should* be modified if the fundamental purpose of the Current Planning Obligations is to be delivered upon.
- 5.10 The Primary S106A Application is therefore respectfully commended to NNC for approval.
- 5.11 If NNC considers that it would require more time in order to assess the Primary S106 Application however the Secondary S106A Application is also respectfully commended to NNC as an interim measure, to at least enable development to proceed somewhat further whilst the Primary S106A Application is under consideration.



North Northamptonshire Planning Committee (North)

6 September 2023

Application Reference	NE/23/00279/VAR
Case Officer	Jacqui Colbourne
Location	Yarwell Mill, Mill Road, Yarwell, Peterborough, PE8 6PS
Development	Variation of condition 2 to allow for amendments to the approved drawings pursuant to 19/00543/FUL - Change of use to provide leisure facilities, site shop and amenities for caravan park residents, including demolition of agricultural buildings.
Applicant	Yarwell Mill Country Ltd - Samantha Nichols
Agent	I-lid Design Ltd - Ian Ashworth
Ward	OUNDLE - Oundle Ward
Overall Expiry Date	24.05.2023
Agreed Extension of Time	19.09.2023

Scheme of Delegation

This application is brought to committee because it falls outside of the Council's Scheme of Delegation because the proposal has received over five objections from local residents.

1. Recommendation

- 1.1 That planning permission be PERMITTED.

2. The Proposal

- 2.1 The application proposes changes to the previously approved planning application 19/00543/FUL. It is noted that Planning Enforcement have confirmed that works commenced within the 3 year time period required by planning condition, and that the Foul Water Drainage condition was discharged on 29.04.2020. The scale of the proposal would be reduced, removing the south L-shaped element which connected the building to the South East previously approved to be used as toilets. The building to the

South East would no longer be developed as these would be incorporated behind the kitchen area. The first floor element has been removed. It is noted that amended plans have also changed the bar area into a leisure area for the local community, this includes a kitchen serving area.

3. Site Description

- 3.1 The application site comprises of an existing caravan park just outside the village of Yarwell in the open countryside. There are 9 agricultural buildings close to the entrance of the site between the main car park and the River Nene. These buildings are all attached to each other, giving the appearance of one large building. The buildings are predominantly finished in stone with corrugated metal sheeting roofs.
- 3.2 The buildings are in close proximity to the listed Yarwell Mill buildings and are curtilage listed themselves. The buildings also lie within Flood Zone 2 and are adjacent to Flood Zone 3.

4. Relevant Planning History

- 4.1 01/00360/LBC - Replacement of frontage windows - PERMITTED - (12.06.2001)
- 01/00846/FUL - Use for the siting of touring caravans – WITHDRAWN - (02.05.2002)
- 02/01010/FUL - Regeneration of former watermill to form 6 residential units - PERMITTED – (05.11.2003)
- 02/01108/LBC - Conversion of former water mill to 6 no residential units – PERMITTED-(05.11.2003)
- 03/00827/LDP - Use of land as a caravan site without condition or limitation –REFUSED - (08.04.2004)
- 05/02227/LBC - Replace existing bridge and screen with new calvert, bridge and screen, remove existing sluice operating mechanism – PERMITTED - (04.01.2006)
- 06/00089/PNX - Electric supply to the buildings – PERMITTED - (22.02.2006)
- 09/01329/FUL - Use of land for the stationing of touring caravans and tents plus, details of drainage system – WITHDRAWN - (24.12.2009)
- 09/01330/FUL - Conversion of farm buildings into two holiday accommodation units including car parking and alterations to access – PERMITTED - (07.01.2010)
- 14/02284/FUL - Removal of existing porch canopy and extension of existing reception/office – PERMITTED - (23.01.2015)

14/02285/LBC - Removal of existing porch canopy and extension of existing reception/office – PERMITTED - (26.01.2015)

14/02304/FUL - To develop the existing agricultural buildings into three retail units, a cafe with external seating, 30 additional car parking spaces. Demolition of two ancillary barns. Existing central corrugated roof to be removed and replaced with a free standing glass canopy. External alterations to create courtyard area to service and enhance the development. – WITHDRAWN - (14.07.2015)

15/00798/FUL - Demolition of 2no. existing 20th century extensions to the side and rear of the Mill building (retrospective). Conversion of the existing unused Mill building into a restaurant and one residential unit, erection of 2no.replacement extensions in the same footprint as those being demolished, alterations to fenestration, insertion of rooflights, formation of balcony to the rear elevation. Formation of car park to include erection of fence and erection of wall. – WITHDRAWN - (14.07.2015)

15/00799/LBC - Demolition of 2no. existing 20th century extensions to the Mill building, conversion of the existing unused Mill building into a restaurant and residential accommodation and erection of side and rear extensions (works as described in Schedule of Works on dwg 930-05 C rec. 19/5/2015), erection of new fence and extension of existing wall to create car parking area – WITHDRAWN - (14.07.2015)

16/00658/LBC - Alterations to internal layouts, addition of lift and alterations to external openings – PERMITTED - (16.05.2016)

17/00864/FUL - Widen an existing bridge at Yarwell Mill country park by dismantling the southern elevation and saving the existing stone, extend the deck of the bridge to a width of 5 metres and re-instate the southern elevation using the previously removed stone – PERMITTED - (15.06.2017)

17/01891/FUL - Dismantle, rebuild and widen existing bridge over mill stream – PERMITTED - (01.11.2017)

19/00543/FUL - Change of use to provide leisure facilities, site shop and amenities for caravan park residents, including demolition of agricultural buildings. – PERMITTED - 05.08.2019

19/00544/LBC – Renovation of existing traditional buildings as per schedule of works dated 21st May 2019. – PERMITTED - 05.08.2019

NE/23/00330/VAR - Variation of condition 2 to allow for amendments to the approved drawings pursuant to 19/00544/LBC. Change of use to provide leisure facilities, site shop and amenities for caravan park residents, including demolition of agricultural buildings. – PENDING.

5. Consultation Responses

A full copy of all comments received can be found on the Council's website [here](#)

5.1 Yarwell Parish Council

No comments received.

5.2 Northamptonshire Fire and Rescue

No comment to make.

5.3 Nassington Parish Council

No comments received.

5.4 Wansford Parish Council

Wansford Parish Council met on Monday, 10 July 2023 and discussed the above mentioned planning application for further development at Yarwell Mill. Whilst Councillors are aware that some objections have been submitted against this planning application, Wansford Parish Councillors agreed to support the views of Yarwell Parish Council in respect of this particular planning application.

5.5 Sibson-cum-Stibbington Parish Council

No comments received.

5.6 Nature Space

No comments received.

5.7 The Environment Agency

We have no objections to the variation of Condition 2 (approved drawings). We have reviewed the submitted drawings and are satisfied that the finished floor levels are in accordance with the requirements of Condition 4 of 19/00543/FUL. As Condition 4 is still relevant, we would like it carried through to any new Permission granted in this case. However, in doing this, we note that Condition 4 of 19/00543/FUL refers to the development being 'two storeys'. We have reviewed the proposal and request that this point in the Condition is removed for this application. The remainder of the Condition should remain the same. Whilst we have no objections to the application; we would like to draw your attention to the following informative comments: Advice for the Local Planning Authority Flood warning and emergency response. We do not normally comment on or approve the adequacy of flood emergency response procedures accompanying development proposals, as we do not carry out these roles during a flood. Our involvement with this development during an emergency will be limited to delivering flood warnings to occupants/users covered by our flood warning network.

Planning practice guidance (PPG) states that, in determining whether a development is safe, the ability of residents and users to safely access and exit a building during a design flood and to evacuate before an extreme flood needs to be considered. One of the key considerations to ensure that any new development is safe is whether adequate flood warnings would be available to people using the development.

In all circumstances where warning and emergency response is fundamental to managing flood risk, we advise local planning authorities to formally consider the emergency planning and rescue implications of new development in making their decisions. As such, we recommend you refer to 'Flood risk emergency plans for new development' and undertake appropriate consultation with your emergency planners and the emergency services to determine whether the proposals are safe in accordance with paragraph 167 of the NPPF and the guiding principles of the PPG.

Advice for the Applicant Environmental permit The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:

- o on or within 8 metres of a main river (16 metres if tidal)
- o on or within 8 metres of a flood defence structure or culverted main river (16 metres if tidal)
- o on or within 16 metres of a sea defence
- o involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- o in the floodplain of a main river if the activity could affect flood flow or storage and potential impacts are not controlled by a planning permission

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits> or contact our National Customer Contact Centre on 03708 506 506 (Monday to Friday, 8am to 6pm) or by emailing enquiries@environment-agency.gov.uk.

The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

5.8 Ramblers Association

No comments received.

5.9 Definitive Maps Team

No comments received.

5.10 GCN – Nature Space

No comments received.

5.11 Wildlife Officer

The variation concerning this application would not have any further ecological considerations as these have been addressed in the approved original application.

5.12 Police

No objection

5.13 Environmental Protection

I do not have any comments to make as this application covers amendments to approved drawings.

5.14 Principal Conservation Officer

Verbal comments received, no objection.

5.15 Neighbours

Two letters of support and eight letters of objection have been received the points raised are detailed below:

- Bar area/shop inappropriate.
- Drainage.
- Barns should not be developed.
- Impact on Road network.
- Impact on wildlife
- Concerns that buildings will be changed to commercial use.
- Not the facilities promised to residents

6. Relevant Planning Policies and Considerations

6.1 Statutory Duty

Planning law requires that applications for planning permission must be determined in accordance with the Development Plan, unless material considerations indicate otherwise.

6.2 National Policy

National Planning Policy Framework (NPPF) (2021)
National Planning Practice Guidance (NPPG)
National Design Guide (NDG)

6.3 North Northamptonshire Joint Core Strategy (JCS) (2016)

Policy 1 – Presumption in Favour of Sustainable Development
Policy 2 - Historic Environment
Policy 8 - North Northamptonshire Place Shaping Principles

6.4 Emerging East Northamptonshire Local Plan (LPP2) (2021)

EN1 – Spatial Development Strategy
EN13 – Design of Buildings / Extensions

6.5 Other Relevant Documents

Northamptonshire County Council - Local Highway Authority Standing Advice for Local Planning Authorities (2016)
Northamptonshire County Council - Local Highway Authority Parking Standards (2016)

7. Evaluation

The key issues for consideration are:

- Principle of Development
- Heritage, Design, Layout and Impact on the Character and Appearance of the Area
- Other

7.1 Principle

7.1.1 The principle of development has already been established under permission 19/00543/FUL and thus is considered to be acceptable.

7.2 Heritage, Design, Layout and Impact on the Character and Appearance of the Area

7.2.1 Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 requires the Local Planning Authority to pay special regard to the desirability of preserving listed buildings and their setting. Section 72(1) of the same act imposes a requirement that special attention should be paid to the desirability that the character or appearance of the conservation area should be preserved or enhanced.

7.2.2 The proposal seeks a reduction in scale of a development previously approved under 19/00543/FUL. The L-shaped element to the south has been removed, as well as the first floor element, resulting in an overall decrease in area by in excess of 185 square metres. In addition, the building to the south east will no longer connect to the café area and will no longer be converted into toilets. The toilets will be located to the rear of the kitchen area.

7.2.3 In terms of design and visual impact, this reduction in scale is considered a betterment. The proposed bar area has raised concerns from neighbours, however, amended plans have been received removing this element and this has been changed back to the approved leisure area for the local community, with the addition of a small kitchen facility.

7.2.4 The proposed materials are considered both sympathetic and complimentary and these can be secured via planning condition. The Principle Conservation Officer has raised no concerns. As such, the proposed development in terms of design and visual amenity is considered to be acceptable and would enhance the setting of the nearby listed buildings (Yarwell Mill and Mill House).

It is considered that the development proposed would not cause harm to the significance of the listed buildings. Consideration has been given to the impact of the development on the setting of listed buildings having regard to section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990. It is not considered that the development would cause any harm in this respect. Furthermore, the proposed development complies with Policy 2 and 8(d) of the JCS and Paragraph 130 of the NPPF.

8. Other Matters

- 8.1 Equality: It is not considered that the proposal raises any concerns in relation to the Equality Act (2010).
- 8.2 Highway Safety and Parking: The propose changes reduce the scale of what has previously been improved and as such there are no concerns in this regard. Thus, the proposal accords with Policy 8(b) of the JCS, and Paragraph 111 and 130 of the NPPF.
- 8.3 Residential Amenity: The scale of the proposal has been reduced. In addition, there have also been no objections raised from the Council's Environmental Protection Team in relation to noise or odour. The impact on neighbour amenity is therefore considered to be acceptable and in accordance with Therefore, the proposed development complies with Policy 2 and 8(d) of the JCS and Paragraph 130 of the NPPF.
- 8.4 Neighbour concerns:
- Bar area/shop inappropriate: The shop has already been assessed as acceptable under 19/00543/FUL, the bar area has been removed and replaced with a community leisure area, similar to the approved permission.
 - Drainage: this was dealt with by Condition 3 of the original planning permission and was discharged on 29.04.2020.
 - Barns should not be developed: Application 19/00543/FUL considered this, the proposal was considered acceptable and planning permission was granted; this application seeks to vary the plans.
 - Impact on Road network: This is a proposed reduction in scale of the proposal and as such the impact is considered acceptable,
 - Impact on wildlife: Statutory consultees have no concerns in this regard.
 - Concerns that buildings will be changed to commercial use: This application is to change the design and scale of the approved permission, and as such this is not a planning consideration.
 - Not the facilities promised to residents: This has been addressed by the applicant in that the proposed bar area has been changed in amended plans to a community leisure area. Notwithstanding this, this is not a planning consideration and the application needs to be assessed as per the proposed description and on its merits.

9. Conclusion / Planning Balance

- 9.1 The principle of development is considered acceptable due to the extant permission. This proposal is for a reduction in scale of the previously approved scheme, under planning application 19/00543/FUL. As such this proposal represents a betterment.
- 9.2 As detailed above, the proposals would not cause harm in terms of the planning considerations, Heritage, Design, Layout and Impact on the Character and Appearance of the Area, Highway Safety and Parking and

Residential Amenity. Given this, the proposals comply with both local and national policies and as such, the recommendation is for approval.

10. Recommendation

- 10.1 That Planning Permission be GRANTED subject to the following conditions:

11. Conditions

1. The development hereby permitted shall be carried out strictly in accordance with the following plans:

Proposed sections and elevation Dwg 491DD02-1 Rev A
Proposed sections and elevation Dwg 491DD02-2 Rev A
Received 13.03.2023

Proposed Site Location Plan Dwg YARWBC-1-5-001 Rev A
Received 28.03.2023

Scheme Design Dwg 491SK01 Revision C
Received 09.06.2023

Reason: In order to clarify the terms of the planning permission and to ensure that the development is carried out as permitted.

2. The development hereby permitted shall be carried out using materials as detailed in the submitted application form submitted with the original planning consent (19/00543/FUL).

Reason: In the interests of visual amenity.

3. The development shall be carried out in accordance with the submitted flood risk assessment (ref:1449) dated September 2018 and the following mitigation measures it details:

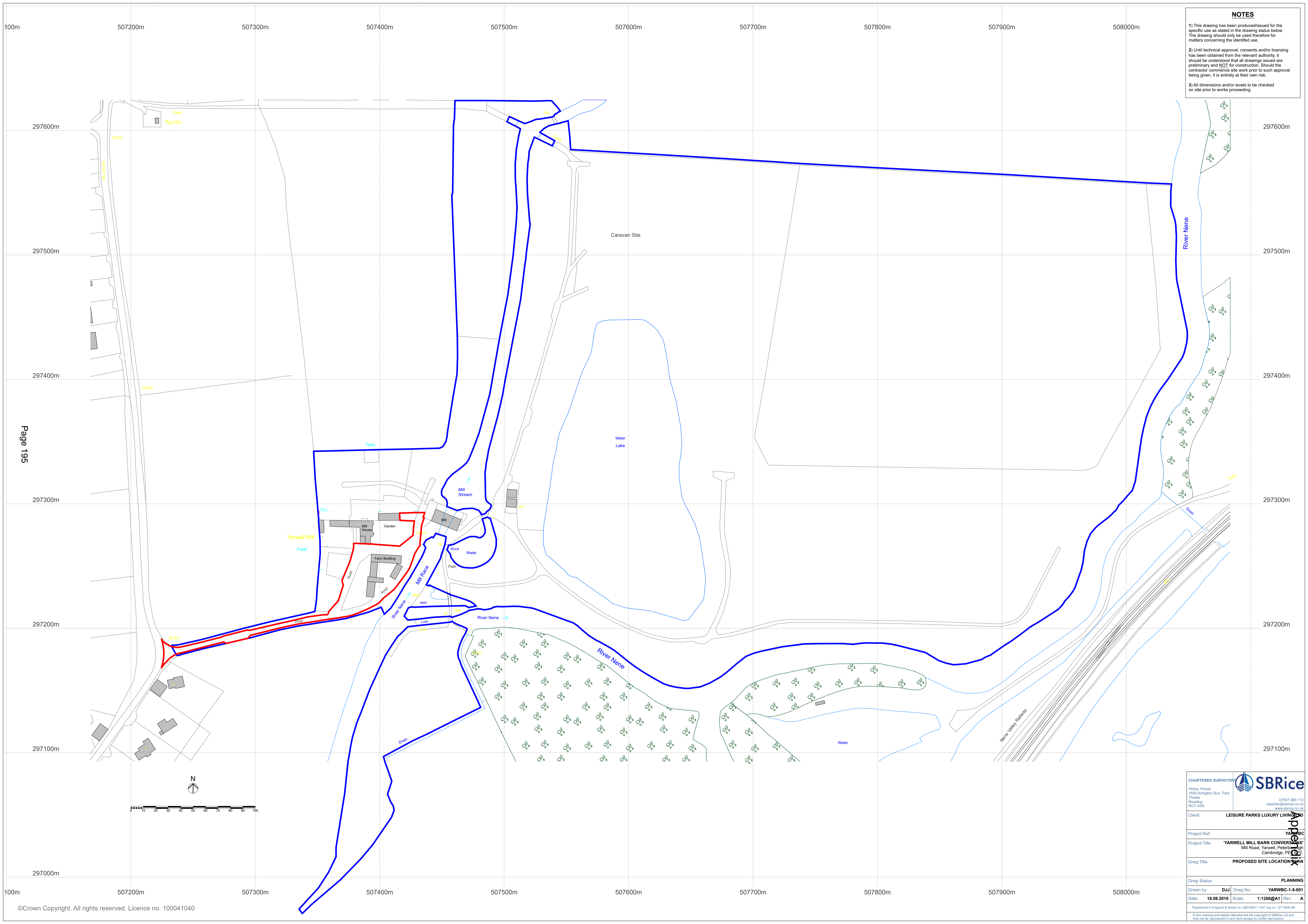
- Finished floor levels shall be set no lower than 13.27 metres above ordnance Datum (AOD)
- This mitigation measure shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/ phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of development.

Reason: To reduce the risk of flooding to the proposed development and future occupants.

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NOTES

- 1) This drawing has been produced/issued for the specific use as stated in the drawing status below. The drawing should only be used therefore for matters concerning the identified use.
- 2) Until technical approval, consents and/or licensing has been obtained from the relevant authority, it should be understood that all drawings issued are preliminary and NOT for construction. Should the contractor commence site work prior to such approval being given, it is entirely at their own risk.
- 3) All dimensions and/or levels to be checked on site prior to works proceeding.



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Client: LEISURE PARKS LUXURY LIVING LTD		
Project Ref: YARWBC		
Project Title: 'YARWELL MILL BARN CONVERSIONS' Mill Road, Yarwell, Peterborough Cambridge, PE27 2Z		
Drwg Title: PROPOSED SITE LOCATION PLAN		
Drwg Status: PLANNING		
Drawn by: DJJ Drwg No: YARWBC-1-S-001		
Date: 18.09.2018 Scale: 1:1250@A1 Rev: A		
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