

**Section 106 Agreement**  
**Relating to Land to the west of Castlethorpe Road, Hanslope, Milton**  
**Keynes**

**Dated**

*13 December*

**2017**

**THE COUNCIL OF THE BOROUGH OF MILTON KEYNES COUNCIL**

**and**

**SIMON GEORGE COOPER HILL**

**Planning Reference: 16/02106/OUT**

This Agreement

Dated

13 December

2017

Between

- (1) **THE COUNCIL OF THE BOROUGH OF MILTON KEYNES** of Civic Offices, 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ (the **Council**);
- (2) **SIMON GEORGE COOPER HILL** of Park Farm, Tyringham, Newport Pagnell, Buckinghamshire MK16 9ES (the **Owner**);

**RECITALS**

- A. The Council is the Local Planning Authority for the purposes of the Act for Milton Keynes within which the Land is situated
- B. The Owner is the freehold Owner of the Land registered at the Land Registry with title absolute under title number BM280008. The obligations contained in Schedule 3 are planning obligations within the meaning of section 106 of the Act and shall bind the Application Site and shall be enforceable by the Council to whom the obligations are made in accordance with the provisions of this Agreement
- C. The Council is satisfied that the provisions of this Agreement and the obligations contained in Schedule 3 comply with its policy in relation to Section 106 of the Act and Regulation 122 of the Community Infrastructure Levy Regulations 2010 and are sufficient in respect thereof
- D. The Council considers that the obligations contained in Schedule 3 are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development

**It is agreed**

**1. Definitions and Interpretation**

1.1 Wherever the context so permits in this Agreement the following shall have the following meanings:

**The Act** means the Town and Country Planning Act 1990 (as amended)

**Affordable Housing** means housing as defined in Annex 2 of the National Planning Policy Framework dated 27 March 2012 or any successor policy thereto and which may include dwellings at a rent or price that can be afforded by people who are in housing need and might otherwise be accommodated by the Council

**Affordable Housing Units** means thirty three percent 33% of the Residential Units (equating to fifty (50) Residential Units) to be provided as Affordable Housing as part of the Development comprising the following mix of tenures (unless otherwise approved in writing by the Council) being:-

- (a) Forty two (42) Affordable Rent Housing Units; and
- (b) Eight (8) Shared Ownership Housing Units

of which ten percent (10%) (equating to 5 Residential Units) shall initially be reserved for a period of six months for people whose housing needs are not met by the open market with a Strong Local Connection to Hanslope and Affordable Housing Unit shall be construed accordingly

**Affordable Rent Housing Unit** means a dwelling which is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable)

**Allotments Contribution** means the sum of £14,062.50 Index Linked payable to the Council towards the creation of additional allotment plots at the existing allotments on Newport Road in Hanslope which may include rationalising existing space and providing enhancements to provide additional plots, improving water supplies, parking and fencing to enable the residents of the Development to access allotment provision if they so wish.

**Application Site** means the site of the Development as described in Schedule 1 and shown for identification purposes only edged red on Plan 1

**BCIS Index** means the All in Tender Price Index published by the Building Costs Information Services of the Royal Institute of Chartered Surveyors or such similar index as may from time to time be published to replace such index

**Burial Grounds/Crematorium Contribution** means the sum of £13,740.00 Index Linked payable to the Council towards expanding burial facilities in Hanslope to serve the Development and the increase in population and/or providing additional plot capacity at the Milton Keynes Crematorium to provide additional capacity for the anticipated growth this Development will bring.

**Bus Voucher** means the provision at cost of a voucher for each residential unit entitling the first occupier of a dwelling to apply for an all services bus pass valid within the borough of Milton Keynes for a period of one (1) year from the date of issue

**Car Park** means an area of land equating to no less than 0.182 acres as shown indicatively shaded pink on Plan 1 to be laid out for use as an overflow car park for the use of the residents of Hanslope, users of the Hanslope Doctors Surgery and users of the Hanslope Pavilion

**Carbon Neutrality Contribution** means a contribution to be paid to the Council in accordance with the Council's Sustainable Construction Supplementary Planning Document (2007) and Milton Keynes Local Plan (2001 – 2011) Policy D4 and calculated at a rate of two hundred pounds (£200) Index Linked per tonne of carbon dioxide anticipated to be produced by the Development in one year (to include but not limited to all energy use for space heating and cooling, hot water, lights, appliances and processes but not including embodied energy and transport) and calculated in accordance with the provisions in Schedule 3 of this Agreement to be used by the Council for the purposes of off-setting carbon dioxide emissions produced by the Development

**Community Hall Contribution** means the sum of £34,827.00 Index Linked payable to the Council towards providing improvements, to enable further expansion and other enhancement works at the Hanslope Pavilion to ensure there are sufficient community facilities within Hanslope to accommodate the population growth as a result of the Development

**Contributions** means together the Allotments Contribution, the Burial Grounds/Crematorium Contribution, the Carbon Neutrality Contribution, the Community Hall Contribution, the Early Years Education Contribution, the Emergency Services Contribution, the Health facilities Contribution, the Inward Investment and Skills Contribution, the Library and Adult Continuing Education Contribution, the Museums and Archives (Heritage) Contribution, the Neighbourhood Play Contribution, the Playing Fields Contribution, the Primary Pupils Contribution, the Public Art Contribution, the Secondary Schools and Post 16 Contribution, the Social Care Contribution, the Sports Hall Contribution, the Swimming Pool Contribution, the Village Amenities Contribution, the Voluntary Sector Contribution, the Waste Management Contribution and the Waste Receptacles Contribution

**Complete** means structurally complete save in minor respects and ready for Occupation and 'Completed' and 'Completion' shall be construed accordingly

**Development** means the development of the Application Site pursuant to the Planning Permission as set out in Schedule 2

**Early Years Education Contribution** means the sum of £106,268.00 calculated in accordance with the Council's Education Facilities SPG towards Early Years provision to provide additional early years' facilities and/or provision within Hanslope for the benefit of the residents of the Development

**Emergency Services Contribution** means the sum of £7,557.00 Index Linked as a contribution towards the provision of emergency services covering the Hanslope area to ensure emergency services have the capacity to accommodate the growth in population as a result of the Development

**Health Facilities Contribution** means the sum of £235,297.50 Index Linked towards the provision of extensions, enhancements and/or improvements to the existing doctor's surgery in Hanslope, the relocation of the existing Hanslope doctor's surgery to the Health Facilities Expansion Land, revenue support for providing additional health staff and/or for improvements (including revenue support) at Milton Keynes Hospital to serve the additional demand as a result of the Development

**Health Facilities Expansion Land** means an area of land equating to no less than 0.268 acres for the future expansion of the Hanslope Doctors Surgery as shown indicatively shaded purple on Plan 1

**Highway Works** means the provision of offsite improvements to the highway network including;

- Raised table at the point of access to the proposed Development
- Two raised tables be retrofitted on Castlethorpe Road
- Works to mitigate the lack of capacity at the existing roundabout by installing a priority 'T' junction in its place

Unless otherwise agreed in writing with the Council and shown indicatively on Plan 2

**Implementation** means implementation of the Planning Permission by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the Act provided that for the avoidance of doubt the demolition of existing buildings and structures, site clearance and preparation, termination or diversion and/or laying of services, temporary construction including the erection of any temporary means of enclosure, site preparation, archaeological investigations and excavations, investigation work, decontamination works or any other remedial work in respect of any other adverse ground conditions, the temporary display of site notices or advertisements and any other preparatory works as may be agreed in writing with the Council (such other preparatory works but not any of the other works listed in this definition) shall not constitute a material operation and **Implement** and **Implemented** shall be construed accordingly

**Index Linked** means the recalculation of any financial contribution or component part to be made by the Owner under this Agreement by applying the following formula (and Indexation shall be construed accordingly)

$(A \times B/C) + (D \times E/F) = G$  Where:

A = 50% of the payment specified in this Agreement

B = the figure shown in the Retail Price Index for the period last published immediately prior to the due date for payment of such sum under the provisions of this Agreement

C = the figure shown in the Retail Price Index for the period last published immediately prior to the date of this Agreement.

D = 50% of the payment specified in this Agreement

E = the figure shown in the BCIS Index for the period last published immediately prior to the due date for payment of such sum under the provisions of this Agreement

F = the figure shown in the BCIS Index for the period last published immediately prior to the date of this Agreement.

G = the recalculated sum payable under this Agreement

**Inward Investment and Skills Contribution** means the sum of £175,528.50 Index Linked towards provision of inward investment and skills initiatives to promote the creation of employment opportunities in Milton Keynes to ensure housing growth and employment growth occur to create sustainable communities in line with the Milton Keynes Core Strategy, including investment in MK College and University projects as well as local projects within Hanslope which may offer courses and further development and up-skilling opportunities for the residents of the Development

**Library and Adult Continuing Education Contribution** means the sum of £50,151.00 Index Linked payable to the Council towards improvements and enhancements to the existing library facilities serving the Development to support the increased population and their use of local facilities including the mobile library as well as other libraries in Milton Keynes, specifically Wolverton and Central Milton Keynes, which may include additional stock (books), improvements to the facilities, increasing the number of visits of the mobile library, the roll out of Open Libraries technology that will allow the library to operate extended opening times with no staff presence or towards providing a static library provision, perhaps in conjunction with the primary school within Hanslope

**Local Park** means the areas of open spaces to be provided within the Application Site but for the avoidance of doubt excludes the LEAP, the Semi-Natural Open Space, the Car Park, the Health Facilities Expansion Land and the School Expansion Land

**Locally Equipped Area of Play ("LEAP")** means the provision of a play facility within the Application Site and shown indicatively shaded orange on Plan 1

**Locally Equipped Area of Play Specification ("LEAP Specification")** means the specification for the LEAP provided in accordance with the Fields In Trust Guidance "Beyond the Six Acre Standard" 2015

**Market Dwellings** means the Residential Units to be constructed on the Application Site which are not Affordable Housing Units

**Maintenance Period** means the period of twelve (12) months from the notification of the date of Practical Completion by the Developer to the Council of the Public Open Space and the Local Equipped Area of Play pursuant to paragraph 8 of Schedule 3 during which time the Developer will maintain the Public Open Space and the Local Equipped Area of Play at their expense

**Monitoring Fee** means the sum of fifteen thousand and three hundred pounds (£15,300.00) payable to the Council in accordance with the terms of this Agreement for the purposes of monitoring compliance with the obligations contained herein;

**Museums and Archives (Heritage) Contribution** means the sum of £24,045.00 Index Linked payable to the Council to be spent in accordance with the Heritage, Museums and

Archives Strategy 2014-2023 and specifically towards local heritage projects to preserve and celebrate the history of Hanslope by the residents of both the Development and the wider village

**Neighbourhood Play Contribution** means the sum of £256,500.00 Index Linked towards the provision and maintenance of neighbourhood play facilities either within the Public Open Space or within the immediate vicinity of the application site, including at the recreation ground which may include the provision of multi-use games area(s) and other play facilities aimed at older children

**Occupation** means occupation of a Residential Unit (including causing or permitting occupation of a Residential Unit) for use in accordance with the Planning Permission but excluding use of a Residential Unit as a show home, and **Occupy** and **Occupied** shall be construed accordingly

**Party** means a party to this Agreement as specified in the heading to this Agreement and **Parties** will mean all of them and construed accordingly

**Phase** means a phase or part of a phase of the Development as shown in a phasing plan to be approved pursuant to the phasing plan condition in the Planning Permission

**Plan 1** means the plan attached to this Agreement showing the Application Site and showing the indicative locations of the Car Park, the Health Facilities Expansion Land, the Locally Equipped Area of Play, the School Expansion Land and the Public Open Space

**Plan 2** means the plan attached to this Agreement showing the Highway Works

**Planning Application** means the planning application submitted for planning permission for the Development by the Owner to the Council on the 26 July 2016 and given planning reference 16/02106/OUT

**Planning Permission** means the outline planning permission to be granted pursuant to the Planning Application in the form of the draft annexed to this Agreement in Schedule 5

**Playing Fields Contribution** means the sum of £146,418.75 towards the provision and maintenance of playing fields located at the recreation ground in Hanslope to provide enhancements to the existing provision to provide additional capacity, which may include drainage improvements, the provision of equipment and additional pitches, improvements to changing facilities and or parking provision to accommodate additional usage as a result of the Development

**POS Management Company** means a body to carry out the long term management and maintenance of any Public Open Space and facilities to be managed by it in accordance with the provisions of this Agreement and whose objectives shall include:-

- setting the level of charges for funding the running of the body and collecting such charges;
- managing and maintaining the Public Open Space in accordance with the Locally Equipped Area of Play Specification and the Public Open Space Specification

**POS Management Scheme** means a scheme for:-

- direct management and maintenance by the POS Management Company of the Public Open Space in perpetuity in a safe and attractive environment and in accordance with the Public Open Space Specification;
- maintaining such insurances as shall be appropriate in respect of the use of any land or facilities managed by the POS Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;
- providing funding to the POS Management Company to cover maintenance costs in perpetuity and providing capital funding for replacement items/unforeseen costs

**Practical Completion** means the point at which construction work is complete, except for minor defects which can be rectified without undue interference or disturbance to an occupier and which is capable of beneficial occupation and safe use for its intended purpose.

**Primary School Contribution** means the sum of £525,089.88 towards the enhancement of or provision of additional capacity to enable the provision of more places at Hanslope Primary School to accommodate the additional demand as a result of the Development

**Public Art Contribution** means a contribution of £75,000.00 Index Linked payable to the Council to be spent in accordance with the Arts and Public Art Strategy specifically on a public art project within the application site, the Public Open Space or within the immediate vicinity of the Development in accordance with saved Policy PO4 of the Local Plan and the Social Infrastructure SPD

**Public Open Space** means the provision of areas of open spaces within the development including the Semi-Natural Open Space, the Local Park and the Locally Equipped Area of Play to be laid out in accordance with the Public Open Space Specification and Locally Equipped Area of Play Specification and the approved Reserved Matters

**Public Open Space Maintenance Contribution** means a contribution towards the ongoing maintenance of the Public Open Space to be calculated in accordance with the provisions of this Agreement as set out in Schedule 6

**Public Open Space Specification** means a specification for the Public Open Space to be laid out within the Development setting out the area, location and landscaping details and in accordance with the provisions of this Agreement

**Registered Provider** means a registered provider of affordable housing which is designated in the register maintained by the Homes and Communities Agency or any successor to it or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008



**Reserved Matters** means those matters in respect of which details have not been given in the Application and are reserved for future decision by the Council

**Residential Unit** means a residential unit whether affordable or market sale permitted to be constructed on the Land pursuant to the Planning Permission and **Residential Units** shall be construed accordingly

**Retail Price Index** means the index published by the Office for National Statistics for Retail Prices or such similar index as may from time to time be published to replace such index

**School Expansion Land** means the area of land equating to no less than 1.42 acres as indicatively marked shaded blue on Plan 1 to be transferred to the Council or its nominee in accordance with Paragraph 5 of Schedule 3 hereto for the purposes of enabling the potential future expansion of Hanslope Primary School

**Secondary Pupils and Post 16 Contribution** means a sum of £687,735.00 towards the provision or enhancement of secondary and post 16 education serving the development, located at Radcliffe Secondary School Wolverton or such alternative secondary school serving the catchment area within which the Development is located

**Secretary of State** means the Secretary of State for Local Government and Communities or any other minister charged with performing the functions of the secretary of state under the Act

**Section 278 Agreement** means an Agreement between the Council, the Owner and the Developer under Section 278 of the Highways Act 1980 which allows for works on or abutting the highway for the delivery of the Highway Works

**Semi-Natural Open Space** means an informal open space with a maximum area of 8.35 acres as shown indicatively shaded green on Plan 1 that will not be formally managed save for the wild flower meadow which will be cut once a year

**Shared Ownership Housing Unit** means Affordable Housing Units provided by an Affordable Housing Provider in which the occupier initially owns a percentage ranging between twenty five per cent (25%) and seventy five per cent (75%) which from time to time may change and the remainder is owned by the Affordable Housing Provider in respect of which the occupier pays rent with the option for the occupier to increase the percentage of their ownership through a process of staircasing up to outright ownership and Shared Ownership Housing Units shall be construed accordingly

**Social Care Contribution** means the sum of £58,738.50 to be used towards the provision of day care and older persons housing which may include social care projects in Hanslope to provide suitable facilities to serve the needs of the expanding population as a result of the Development

**Sports Hall Contribution** means the sum of £17,484.51 to be used towards the provision of enhancements to the pavilion located at Hanslope recreation ground to improve the facilities including changing facilities and indoor facilities to accommodate additional usage as a result of the Development

**Statutory Undertaker** means a statutory undertaker as defined by section 262 of the Act

**Strong Local Connection** means having (i) lived in Hanslope for five years or more or (ii) having parents or children who have lived in Hanslope for five years or more or (iii) having been employed in Hanslope for five years or more.

**Swimming Pool Contribution** means the sum of £47,547.48 towards the provision of enhancements at Wolverton Pool and Leisure Centre to ensure that the facility can accommodate the additional users of the services as a result of the Development

**Travel Information Pack** means the provision of an information pack which provides the occupiers of the Development with information about the bus services which serve the Development including information on timetable, routes and destinations and frequencies and to include the application form for the Bus Voucher

**Village Amenities Contribution** means the sum of £75,000.00 to be used towards physical and social infrastructure improvements within Hanslope to alleviate the impact of the Development on Hanslope and to provide enhanced facilities for the benefit of the occupiers of the Development

**Voluntary Sector Contribution** means the sum of £28,510.50 Index Linked payable to the Council to be used towards community development work and voluntary sector projects in Hanslope to support local voluntary and community activities to help the new residents integrate into the existing community

**Waste Management Contribution** means the sum of £38,815.50 Index Linked payable to the Council towards waste management services required to deal with the waste arising from the Development including education programmes and initiatives to encourage the reduction of waste along with initial start-up costs associated with collecting the addition waste generated by the Development

**Waste Receptacles Contribution** means the sum of £15,000.00 Index Linked payable to the Council towards the provision of onsite waste and recycling receptacles for the Development to enable waste collections and encourage recycling

- 1.2 Any covenant by the Parties not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where the Party is aware of the actions of the other person and controls them
- 1.3 References to any statute include any statutory extension, modification, amendment or re-enactment of such statute and any subordinate instruments, regulations or orders made pursuant to it
- 1.4 Any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction required to be given, reached or taken by any Party under this Agreement or any response requested to any such notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction shall not be unreasonable or unreasonably withheld or delayed
- 1.5 The headings in this Agreement are for ease of reference only and shall not affect the construction of this Agreement
- 1.6 Where reference is made to a clause, paragraph, recital or schedule such reference (unless the context otherwise requires) is a reference to a clause, paragraph, recital or schedule in this Agreement
- 1.7 In this Agreement the singular includes the plural and vice versa and the masculine includes the feminine and vice versa
- 1.8 References in this Agreement to the Parties include each Party's respective statutory successors or successors in title and assigns (except where the contrary is expressly provided)
- 1.9 Any covenants given by two or more of the Parties are given jointly and severally

## **2 Statutory Authorities**

- 2.1 It is hereby declared that the obligations on the part of the Owner are entered into with the intent that the same shall be enforceable against the Owner without limit of time provided that the Owner shall not be liable to the Council for a breach of an obligation relating to any part of the Application Site which occurs once it has parted with all interest relating to that part of the Application Site but without prejudice to liability for any subsisting breach occurring prior to parting with such interest

2.2 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000

2.3 The obligations contained in Schedule 3 are planning obligations for the purposes of section 106 of the Act and shall bind the Application Site and shall be enforceable by the Council to whom the obligations are made in accordance with the provisions of this Agreement

### **3 Conditional upon Implementation**

It is hereby agreed and declared that:

3.1 With the exception of this clause 3 and clause 9 which shall have effect on the date hereof, and paragraph 1.1 of Schedule 3 which shall have effect prior to Implementation of the Planning Permission, no part of this Agreement shall be effective and enforceable until:

3.1.1.1 the Planning Permission has been granted; and

3.1.1.2 the Planning Permission has been Implemented.

3.2 If the Planning Permission shall expire prior to being Implemented or shall at any time be quashed or revoked without the consent of the Owner this Agreement shall forthwith determine and cease to have effect with the exception of this clause 3 and on receiving a written request from the Owner the Council shall ensure that any entry referring to this Agreement in the Register of Local Land Charges shall be forthwith removed

3.3 The Council hereby covenants with the Owner that it will upon reasonable written request and subject to payment of its reasonable and proper professional costs and charges in connection with certification certify within twenty (20) working days of such written request compliance or partial compliance (as appropriate) with the provisions of this Agreement as so requested by the Owner and will execute such release (or partial release) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the Register of Local Land Charges maintained by the Council

## **4 Obligations**

- 4.1 The Owner covenants with the Council as set out in Schedule 3
- 4.2 The Council covenants with the Owner as set out in Schedule 4
- 4.3 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

## **5 General Provisions**

It is **hereby agreed and declared** that:

- 5.1 the covenants on behalf of the Owner contained in this Agreement shall be treated as local land charges and shall be registered by the Council as such
- 5.2 the covenants on the part of the Owner contained in this Agreement shall not be enforceable against Statutory Undertakers in relation to any parts of the Application Site acquired by them for the purposes of carrying on their undertaking except in so far as a restriction is to be complied with before the Development or a relevant part of it is Occupied
- 5.3 The covenants in this Agreement shall not be binding on or enforceable against any mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 unless and until such mortgagee or chargee has gone into possession of the property
- 5.4 Notwithstanding anything to the contrary in this Agreement the terms of this Agreement shall not be binding on or enforceable against the owners or occupier of an individual Residential Unit or their successors in title
- 5.5 Nothing in this Agreement shall be construed as prohibiting limiting or affecting any right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted by the Council or the Secretary of State on appeal or by reference to him after the date of this Agreement and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Implementation under the terms of this Agreement

- 5.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

## **6 Interest**

- 6.1 If any payment of any sum referred to in this Agreement shall have become due but shall remain unpaid for a period exceeding thirty (30) days after becoming due and payable the Owner shall pay on demand to the Council interest thereon at the interest rate of four per cent (4%) per annum above the base lending rate of the National Westminster Bank Plc from the date when the same became due until payment thereof.

## **7 Resolution of Disputes**

- 7.1 In the event of any dispute between any of the parties in relation to the obligations contained in this Agreement (other than disputes relating to a matter of law or policy) the parties to the dispute agree that the matter will on the application of any party to the dispute be referred to an expert being a person with not less than 10 years recent and relevant experience of the matter whose identity will be agreed between the parties to the dispute or, in default of agreement within 28 days of a written request from one party to the other party requesting agreement and referring to this clause, appointed by or on behalf of the President or Vice President for the time being of the Royal Institution of Chartered Surveyors on the application of any party to the dispute (the "Expert") and it is further agreed that:

7.1.1 the Expert shall be required to issue his decision as soon as reasonably practicable;

7.1.2 the determination of the Expert will be final and binding on the parties to the dispute save in the case of manifest error;

7.1.3 nothing in this clause 7 shall prevent the Implementation or continuance of Implementation pending the decision of the Expert provided that the parties to the dispute accept that any action undertaken after a dispute occurs shall be carried out entirely at its own risk;

7.1.4 the parties to the dispute will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct but which timetable shall be required by the parties to the dispute to be as expeditious as is reasonably practicable; and

7.1.5 the Expert's costs will be borne in equal proportions by the parties to the dispute and each such party will bear its own costs of the reference and determination of the dispute.

7.2 If for any reason the Expert shall fail to make a decision and give notice thereof within the time and in the manner herein before provided either party may apply to the President or the Vice President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary

7.3 Nothing in this clause 7 shall be taken to fetter the ability of the Council to carry out its statutory functions as local planning authority with powers to enforce breach of planning control arising from any breach of any of the obligations entered into by the Parties in this Agreement or any other planning breach in respect of the Application Site

## **8 Notices**

Any notice or communication to be given pursuant to this Agreement shall be in writing and shall either be delivered personally or sent by registered post or recorded delivery service. The address for service on the Parties shall be those stated in this Agreement, or such other address in England for service as the Parties to be served may have previously notified in writing

## **9 Legal Costs and Monitoring Fee**

9.1 On completion of this Agreement, the Owner shall pay to the Council the Council's reasonable legal costs properly incurred in connection with the negotiation preparation and completion of this Agreement

9.2 Prior to Implementation the Owner shall pay the Monitoring Fee to the Council

## **10 Indexation**

The Contributions and component parts payable to the Council under this Agreement shall be Index Linked and for the avoidance of doubt Indexation shall not result in any decrease in the Contribution or component parts payable under this Agreement

**11 Third Party Rights**

Nothing in this Agreement confers any rights in favour of any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or any re-enactment or modification thereof for the time being in force and this Agreement may be so varied or discharged without consent of any such third party

**12 Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and Wales

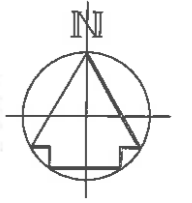
In witness whereof the Parties have executed this Agreement as a Deed the day and year first written before:










## **SCHEDULE 1**

### **The Application Site**

All that land shown for the purposes of identification only on Plan 1 and known as land to the west of Castlethorpe Road, Hanslope Milton Keynes, Buckinghamshire and being part of the land comprised in Land Registry title number BM280008



**INDICATIVE LOCATIONS & AREAS**

-  SITE BOUNDARY
-  10M "NO BUILT FORM" BUFFER
-  L.E.A.P (0.045 Ac)
-  CAR PARK (0.182 Ac)
-  HEALTH FACILITIES EXPANSION LAND (0.268 Ac)
-  SCHOOL EXPANSION LAND (1.42 Ac)
-  SEMI-NATURAL OPEN SPACE (8.35 Ac)

*SM*

Revision		
A	LEAP RELOCATED INTO P.O.S	07.09.17 LD
B	TITLE CHANGED	01.12.17 LD
C	KEY UPDATED	01.12.17 LD

Job: HANSLOPE  
 Title: PLAN 1  
 Scale: 1:1000 @ A1 Drawn: LD  
 Date: 30.08.17 Checked: EL

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Drawing No.	SMXX-SL-015	Rev.	C
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**SCHEDULE 2**

**The Development**

Residential Development of up to 150 dwellings, estate road, open space and associated works

## **SCHEDULE 3**

### **The Owner's Covenants**

The Owner covenants with the Council as follows:

- 1. Commencement of Development**
  - 1.1 To give the Council no less than 28 (twenty eight) days prior written notice of the date of Implementation
  - 1.2 To give the Council no less than 14 (fourteen) days prior written notice of the date of the intended Occupation of the first Residential Unit.
  - 1.3 To give the Council no less than 14 (fourteen) days prior written notice of the date of the intended Occupation of the 49<sup>th</sup> Residential Unit.
  - 1.4 To give the Council no less than 14 (fourteen) days prior written notice of the date of the intended Occupation of the 99<sup>th</sup> Residential.
  
- 2. Affordable Housing**
  - 2.1 Not to Implement the Planning Permission unless and until a scheme providing for the provision of the Affordable Housing Units on the Application Site or the first Phase has been submitted to and approved in writing by the Council provided that if the scheme submitted for approval only relates to a Phase then the Owner must, prior to commencing construction of any Residential Unit on any subsequent Phase, submit and obtain the approval in writing of the Council to a scheme for the provision of the Affordable Housing Units on that Phase.
  - 2.2 The scheme referred to in paragraph 2.1 above shall include details of the general location, layout, mix design, dimensions and number of bedrooms of the Affordable Housing Units together with such other information as may be required by the Council to consider and approve the scheme.
  - 2.3 To construct the Affordable Housing Units at no cost to the Council and in accordance with the scheme approved by the Council pursuant to paragraph 2.1 above and (unless otherwise agreed in writing by the Council) .
  - 2.4 Not to Occupy more than seventy percent (70%) of the Market Dwellings in the Development or Phase if the Development is to be constructed in Phases until:-
    - (a) the Affordable Housing Units in the Development or Phase (as appropriate) have been constructed; and

- (b) the Affordable Housing Units in the Development or Phase (as appropriate) have been transferred to the Registered Provider at a price that enables the Registered Provider to provide Affordable Housing; and
- (c) evidence of such a transfer to the Registered Provider has been provided to the Council.

2.5 The Affordable Housing shall not be used for any purpose other than for Affordable Housing

2.6 The provisions in this paragraph 2 of this Schedule shall:-

- (a) not bind any mortgagee or chargee (or any receiver (including any administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator) (each a **Receiver**) or any persons or bodies deriving title through such mortgagee or chargee or Receiver provided that:

- (i) a mortgagee, chargee or Receiver shall in writing give the Council and the Registered Provider (as appropriate) three (3) months prior notice of its intention to exercise any power of sale in respect of any of the Affordable Housing Units so as to provide the Council or the Registered Provider the opportunity to complete a transfer, within such period of 3 months, of the Affordable Housing Units in question to another Registered Provider in order to ensure that they continue to be used for the purpose of Affordable Housing provided that nothing in this Agreement shall require the mortgagee, chargee or Receiver to complete a transfer to the Council or another Registered Provider (as appropriate) for a consideration less than the amount due and outstanding under the charge or mortgage, including all accrued principal monies, interest and costs and expenses; and

- (ii) if the Council or Registered Provider is unable to complete such a transfer of the Affordable Housing Units within the said period of three (3) months in accordance with paragraph 2.5(a)(i) above then the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Units on the open market and following any such

disposal the provisions of paragraph 2.5 will then cease to apply to the Affordable Housing Units disposed of.

- (b) cease to apply to any part of the Affordable Housing where the Registered Provider is or shall be required to dispose of any part pursuant to a right to buy under Part IV of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable, or is or shall be required to sell to a tenant with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation), or any person who has acquired a Shared Ownership Unit and who has purchased a 100% share in that Shared Ownership Unit or anyone deriving title therefrom; and
- (c) cease to apply to any part of the Affordable Housing should such part be transferred or leased by any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to Registered Provider.
- (d) cease to apply to any Shared Ownership Unit should such Shared Ownership Unit be transferred or leased by any mortgagee or chargee of the owner of the Shared Ownership Unit or any receiver or manager (including an Administrative Receiver) appointed pursuant to applicable legislation or otherwise by a party who has provided loan facilities to the owner of the Shared Ownership Unit.

and for the avoidance of doubt if the provisions of paragraph 2.5 cease to apply to an Affordable Housing Unit then the Owner and their successors in title of the relevant Affordable Housing Unit shall be released from the covenant in paragraph 2.5 in respect to that Affordable Housing Unit

### **3. Carbon Neutrality**

- 3.1 Not to Occupy the any of the Residential Units and until it has submitted to the Council for its approval, such approval not to be unreasonably withheld or delayed, in writing a report setting out the method of calculation and the amount of the Carbon Neutrality Contribution payable in accordance with Policy D4 of the local plan adopted December 2005.

- 3.2 Not to Occupy any Phase of the Development unless and until it has paid to the Council the approved Carbon Neutrality Contribution set out in paragraph 3.1 above in respect to the Residential Units to be constructed on that Phase

#### **4. Contributions**

- 4.1 Not to Occupy more than 10 Residential Units unless and until 25% of the Contributions have been paid to the Council and
- 4.2 Not to Occupy more than 60 Residential Units unless and until a further 35% of the Contributions have been paid to the Council and
- 4.3 Not to Occupy more than 110 Residential Units unless and until the remaining 40% of the Contributions have been paid to the Council

#### **5. School Expansion Land**

- 5.1 Not to Occupy more than 49 Residential Units unless and until it has offered to transfer the unencumbered freehold of the School Expansion Land to the Council or its nominee (which for the avoidance of doubt is Hanslope Parish Council) for a consideration of one pound (£1) and on acceptance of that offer to expeditiously proceed with the completion of that transfer

#### **6. Health Facilities Expansion Land**

- 6.1 Not to Occupy the 99<sup>th</sup> Residential Unit unless and until it has offered to transfer the unencumbered freehold of the Health Facilities Expansion Land to the Council or its nominee (which for the avoidance of doubt is Hanslope Parish Council) for a consideration of one pound (£1) and on acceptance of that offer to expeditiously proceed with the completion of that transfer

#### **7. Car Park**

- 7.1 Not to Occupy any part of the Development unless and until it has submitted to the Council for its written approval (such approval not to be unreasonably withheld or delayed) a specification for the Car Park setting out the overall size, number and type of spaces, incidental open space and proposed bay dimensions.
- 7.2 Not to Occupy more than 99 Residential Units unless and until it has constructed the car park in accordance with the specification to be submitted and approved in paragraph 6.1 above and offered to transfer the unencumbered freehold of the Car Park to the Council or its nominee (which for the avoidance of doubt is Hanslope Parish Council) for a consideration of one pound (£1) and on acceptance of that offer to expeditiously proceed with the completion of that transfer

#### **8. Public Open Space**

- 8.1 Not to Implement any Phase of the Development where that Phase includes any part of the Public Open Space or the Locally Equipped Area of Play unless and until it has submitted to the Council for its written approval (such approval not to



be unreasonably withheld or delayed) the Public Open Space Specification and the Locally Equipped Area of Play Specification in relation to the part of the Public Open Space and/or the Locally Equipped Area of Play within that Phase, such specifications to be designed in accordance with Policy L3 of the Local Plan.

- 8.2 Not to Occupy the last Residential Unit fronting onto or adjoining the Locally Equipped Area of Play and/or not to Occupy more than 75% of the Residential Units within the Phase in which the Local Equipped Area of Play is situated, whichever occurs sooner, unless and until the Locally Equipped Area of Play has been laid out,.
- 8.3 Subject to paragraph 8.4, not to Occupy more than seventy five percent (75%) of the Residential Units unless and until it has laid out the Public Open Space (excluding the Locally Equipped Area of Play)
- 8.4 If the Reserved Matters applications for the Public Open Space split the delivery of the Public Open Space into different Phases, then not to Occupy more than seventy five percent (75%) of the Residential Units within each Phase in which the Public Open Space is situated unless and until it has laid out the Public Open Space (excluding the Locally Equipped Area of Play) in that Phase
- 8.5 The Locally Equipped Area of Play shall be kept free from development (other than construction of the play area) including any works, including construction materials, spoil, equipment and building compounds.
- 8.6 To maintain the LEAP and the Public Open Space during the Maintenance Period
- 8.7 To notify the Council in writing of the date of Practical Completion of the Public Open Space and Locally Equipped Area of Play
- 8.8 As soon as reasonably practicable following the date of Practical Completion of each area of the Public Open Space and the LEAP:
  - (i) the Owner shall request and the Council shall within a reasonable period (being not more than 20 working days) following such request inspect the completed area;
  - (ii) within 20 working days of such inspection the Council shall notify the Owner in writing either
    - (a) that it is satisfied (acting reasonably) that the relevant area has been constructed in accordance with the relevant Reserved Matters approval; or
    - (b) that it is not satisfied (acting reasonably) that the relevant area has been constructed in accordance with relevant reserved matters approval and detailing any remedial works which the Council (acting reasonably) requires to bring the relevant area and/or matters approval; and
  - (iii) Where the Council serves notice pursuant to clause 8.8 (ii) (b) the Owner shall carry out and complete such works required in accordance with this Agreement within 28 working days following notification unless otherwise agreed in writing by the Council and the inspection and notification process shall be repeated
  - (iv) In the event that the Council does not inspect or issue any required notice or response within the timescales referred to above then either party may at any time thereafter refer the matter for expert determination pursuant to clause 7 of this Agreement

8.9 Within 20 working days of the approval of the Public Open Space Specification and the Locally Equipped Area of Play Specification in relation to the part of the Public Open Space and/or the Locally Equipped Area of Play within each Phase as required by paragraph 8.1 for each relevant area of Public Open Space and the Local Equipped Area of Play in that Phase:

8.9.1 the Owner shall offer to transfer the unencumbered freehold of the relevant area or areas of Public Open Space and Local Equipped Area of Play to the Council or the Council's nominee for the sum of one pound (£1.00);

8.9.2 in the event the Council or the Council's nominee does not, within 20 working days of the date of the notice served in accordance with paragraph 8.9.1, confirm its acceptance of and agreement to take the transfer of the Public Open Space and/or Local Equipped Area of Play then the Owner may transfer the unencumbered freehold of the relevant area or areas of Public Open Space and Local Equipped Area of Play to the POS Management Company subject to a covenant that the relevant facility will be retained as a public amenity area as applicable in accordance with the Public Open Space Specification and the Locally Equipped Area of Play Specification, as appropriate, and a requirement that any subsequent transferee shall also be required to enter into such a covenant

8.10 If the Council or its nominee accepts the offer to take the transfer of each relevant area of Public Open Space in accordance with paragraph 8.9.1 above, then on completion of each transfer the Owner shall pay to the Council the relevant Public Open Space Maintenance Contribution for the area to be transferred to be calculated in accordance with Schedule 6 of this Agreement

8.11. Where any land or facility required to be provided by this Deed is to be managed and maintained by the POS Management Company in accordance with the terms of this Deed the Owner will submit for approval to the Council and gain approval from the Council to the POS Management Scheme

## **9. Travel Information Pack and Bus Voucher**

9.1 Not to Occupy any of the Residential Units unless and until it has submitted the Travel Information Pack to the Council for its written approval.

9.2 To provide the Travel Information Pack (as approved by the Council) to each Residential Unit within one (1) calendar month of its Occupation (which for the avoidance of doubt shall include the application form for the Bus Voucher).

## **10. Highway Works**

10.1 Not to Occupy any of the Residential Units unless and until it has entered into the Section 278 Agreement.

10.2 Not to Occupy more than 49 of the Residential Units unless and until it has carried out the Highways Works in accordance with the Section 278 Agreement and the provisions of this Agreement

## **SCHEDULE 4**

### **The Council's Covenants**

The Council covenants with the Owner as follows:

#### **1. Expenditure of the Contributions**

1.1 Where the Council receives any sum or amount pursuant to the obligations set out in this Agreement the Council shall:

1.1.1 apply or expend such sums or amounts wholly and exclusively for the purposes respectively for which the same were paid as specified in this Agreement and to provide at the Owners reasonable request no more than once in each year a statement to the Owner of the sums received, the sums applied and the use to which the money has been put; and

1.1.2 repay, to the party who paid the sum to the Council, any such sum or amount remaining unexpended upon the expiration of ten (10) years from the date of payment together with any interest accrued thereon .

1.1.3 for the avoidance of doubt any Public Open Space Contributions allocated for maintenance shall be excluded from the provisions of paragraph 1.1.2

#### **2. Planning Permission**

To issue the Planning Permission within 5 working days of the completion of this Agreement

**SCHEDULE 5**

**Draft Decision Notice**

## OUTLINE PLANNING PERMISSION GRANTED

To: Sherwill Drake Forbes  
Mr James Paynter  
5 Park Farm  
Tyringham  
Buckinghamshire  
MK16 9ES

Application no: 16/02106/OUT  
Applicant: LA Trading LTD  
Park Farm House  
Tyringham  
Newport Pagnell  
MK16 9ES

Milton Keynes Council, under their powers provided by the above legislation, **Permit** the

**Outline application (all matters reserved except access) for residential development of up to 150 dwellings, estate road, open space and associated works.**

**At: Land Off Castlethorpe Road Hanslope**

in accordance with your application, valid on 28th July 2016.

Approval is given subject to the condition(s) set out below. Some of the conditions may require further details to be provided **before the development commences**. The conditions need to be complied with for the permission to remain valid. If the conditions are not complied with, legal action can be taken against the developer and the land owner. The details required by the conditions, need to be submitted formally to the Council. Call the Planning Enquiries number at the bottom of the page or use the link [www.milton-keynes.gov.uk/publicaccess](http://www.milton-keynes.gov.uk/publicaccess) for further details.

### Conditions:

( 1) The approved development shall be carried out in accordance with the following drawings/details:

SP7946NE received on 12th August 2016

1:5000 received on 12th August 2016

15905-TOPO 1 received on 12th August 2016

15905-TOPO 2 received on 12th August 2016

15905-TOPO 3 received on 12th August 2016

15905-TOPO 4 received on 12th August 2016

15905-TOPO 5 received on 12th August 2016

15905-TOPO 6 received on 12th August 2016

BU5040-3M-001 received on 12th August 2016 in so far as it relates to service constraints and connections

5927/ASP3 received on 12th August 2016

Reason: For the avoidance of doubt and in accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

(2) Application for approval of all the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.

Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004 and Milton Keynes Council's 5 Year Housing Land Supply.

(3) Approval of the details of the layout, scale, appearance of the buildings, access thereto and landscaping of the site (hereinafter called "the reserved matters") shall be obtained in writing from the Local Planning Authority before any development is commenced.

Reason: Outline Planning Permission only is granted in accordance with the application submitted.

(4) Reserved Matters applications for each phase or part of the development shall include a 10 metre 'buffer zone' to the first built form from Castlethorpe Road. This 'zone' shall include appropriate landscaping and planting details. For the avoidance of doubt the construction of roadways and drives and plot parking is acceptable within the buffer zone

Reason: To ensure that the development does not detract from the rural nature of the setting and preserves the character and appearance of the local area.

(5) The development hereby permitted shall be begun on or before the expiration of two years from the date of the approval of the last of the reserved matters to be approved.

Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004 and the Milton Keynes Council's 5 Year Housing Land Supply.

(6) No other part of the development shall begin until full details of the means of access have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure adequate access to the development site.

(7) No building operations (including any structural alterations, construction, rebuilding, demolition and site clearance, removal of any trees or hedgerows, engineering operations, groundworks, vehicle movements or any other operations normally undertaken by a person carrying on a business as a builder) or any other site works likely to cause nuisance to adjoining occupiers and the local community, including the use of plant or machinery (mechanical or other), the maintenance or cleaning of any plant or machinery, deliveries to the site and the movement of vehicles within the curtilage of the site, shall be carried out before 8am or after 6pm Mondays to Fridays, nor before 8am or after 1pm on Saturdays or at any time on Sundays or Bank Holidays.

Reason: In order to limit the detrimental effect of development on adjoining occupiers and the local community by reason of noise and disturbance in accordance with Policy CS13 of the Milton-Keynes Core Strategy 2013.

(8) All existing trees and hedgerows to be retained shall be protected in accordance with the latest British Standards (currently BS 5837:2012 'Trees in relation to design, demolition and construction-Recommendations') at the time construction begins. All protective measures must be in place prior to the commencement of any building operations (including any structural alterations, construction, rebuilding, demolition and site clearance, removal of any trees or hedgerows, engineering operations, groundworks, vehicle movements or any other operations normally undertaken by a person carrying on a business as a builder).

Reason: To protect significant trees and hedgerows, safeguarding the character of the area and preserving habitat and to minimise the effect of development on the area in accordance with Policies D1 and D2A of the Milton-Keynes Local Plan 2005 and Policy CS13 of the Milton-Keynes Core Strategy 2013.

(9) Prior to the commencement of the development hereby permitted (including any structural alterations, construction, rebuilding, demolition and site clearance, removal of any trees or hedgerows, engineering operations, groundworks, vehicle movements or any other operations normally undertaken by a person carrying on a business as a builder) a Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority. The CEMP shall include details of site procedures to be adopted during the course of all building operations including working hours, intended routes for construction traffic, vehicle wheel washing facilities, location of site compound, lighting and security and how dust and other emissions will be controlled. All building operations shall be carried out in accordance with the approved CEMP.



Reason: To ensure there are adequate mitigation measures in place and in the interests of existing and future residents in accordance with Policy CS13 of the Milton-Keynes Core Strategy 2013.

(10) Prior to the commencement of development a programme of archaeological field evaluation comprising trial trenching shall be completed. The programme of archaeological evaluation shall be detailed in a Written Scheme of Investigation submitted to and approved by the local planning authority in writing. On completion of the agreed archaeological field evaluation a further Written Scheme of Investigation for a programme of archaeological mitigation in respect of any identified areas of significant buried archaeological remains shall be submitted to and approved by the local planning authority in writing. The scheme for archaeological mitigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

No development shall take place other than in accordance with the Written Scheme of Investigation so approved. The development hereby permitted shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the approved Written Scheme of Investigation and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

If, during development, any artefacts or items are found to be present at the site then no further development at that area or phase of the site (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted additional remediation strategy and obtained approval in writing with the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To ensure that any archaeological finds are properly recorded.

(11) Prior to the commencement of the development hereby permitted a detailed design, and associated management and maintenance plan, for a surface water drainage scheme, based on sustainable drainage principles for the site shall be

submitted to and be approved in writing by the local planning authority. The management and maintenance plan shall include a detailed time table for the implementation of the surface water drainage scheme. The approved drainage scheme shall subsequently be implemented in accordance with the approved detailed design and in accordance with the approved time table for implementation and be retained thereafter.

Reason: To ensure satisfactory and sustainable surface water drainage to prevent the increased risk of flooding on or off site.

(12) The development hereby permitted shall not exceed 150 dwellings (Use Class C3). The use classes are those set out in the Town and Country Planning (Use Classes) Order 2010 or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that order with or without modification.

Reason: To ensure development conforms to the outline planning permission.

(13) If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy detailing how this unsuspected contamination shall be dealt with and obtained approval in writing from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To protect and prevent the pollution of controlled waters from potential pollutants associated with current and previous land uses in line with the National Planning Policy Framework paragraphs 109, 120 and 121 and Environment Agency Ground Protection: Principles and Practice.

(14) Reserved matters applications for each phase or part of the development shall include details of the proposed finished floor levels of all buildings and the finished ground levels in relation to existing surrounding ground levels for that phase or part. Development for that phase or part shall be undertaken in accordance with the approved levels.

Reason: To ensure that development is carried out at suitable levels.

(15) Reserved matters applications for each phase or part of the development shall include a scheme to provide car parking and cycle parking and manoeuvring of vehicles within the development in accordance with the Milton Keynes Council Parking Standards SPG (2016) or any subsequent parking standards adopted at the time any reserved matters application is submitted and in accordance with the Council's New

Residential Development Design Guide (2012) or any further guidance on parking that may be adopted at the time any reserved matters application is submitted. The approved scheme shall be implemented and made available for use for each dwelling prior to the occupation of that dwelling and shall not thereafter be used for any other purpose.

Reason: To enable vehicles to draw off, park, load/unload and turn clear of the highway to minimise danger, obstruction and inconvenience to users of the adjoining highway.

(16) No part of the development shall be occupied prior to the implementation of the approved Framework Travel Plan dated July 2016. Those parts of the approved Framework Travel Plan that are identified therein as being capable of implementation after occupation shall be actioned in accordance with the timetable contained within and shall continue to be implemented as long as any part of the development is occupied with a minimum of annual reporting for the first five years, biennially thereafter.

Reason: To reduce single occupancy vehicle trips to the site and to ensure the M1 motorway trunk road continues to serve its purpose as part of a national system of routes for through traffic, to satisfy the reasonable requirements of road safety on the M1 motorway trunk road and connecting roads in accordance with Section 10 of the Highways Act 1980.

(17) Prior<sup>to</sup> the commencement of development of each phase or part of the development, an open space specification which includes the details and specification for all areas of open space including the Neighbourhood Play Area shall be submitted to and approved in writing by the Local Planning Authority. The open space specification shall also include the timing for laying out of all areas of open space including any Play Areas and the long term management and maintenance arrangements for all open space and play facilities. The development shall be implemented in accordance with the approved details.

Reason: To ensure that adequate provision of open space/play areas is made within the development in accordance with saved Policy L3 of the Milton Keynes Local Plan 2001-2011.

(18) Reserved matters applications for each phase or part of the development, shall include details of the proposed boundary treatments for that phase or part. The approved boundary treatments shall be carried out in accordance with the approved details for that phase or part and be completed prior to the first occupation of each dwelling or first use of such phase or part of the development.

Reason: To ensure a satisfactory appearance for the development in the interests of

visual amenity and privacy.

(19) Reserved matters applications for each phase or part of the development shall incorporate measures to minimise the risk of crime to comply with Secured by Design principles. All dwellings shall achieve Secured by Design accreditation as awarded by Thames Valley Police. The development shall be carried out in accordance with the approved measures prior to the occupation of that dwelling.

Reason: To design out crime and promote well-being in the area.

(20) Reserved matters applications for each phase or part of the development shall be accompanied by a Sustainability Statement for that phase or part including as a minimum details required by saved policy D4 of the Milton Keynes Local Plan 2001-2011 and accompanying Supplementary Planning Document Sustainable Construction Guide. The approved details shall be implemented for each dwelling prior to the occupation of that dwelling.

Reason: To ensure the development complies with saved Policy D4 of the Milton Keynes Local Plan 2001-2011.

(21) Prior to the commencement of development of each phase or part of the development, a Landscape and Ecology Management Plan which covers the landscape and ecological features of the development ensuring net gains for wildlife compliance with local and national policies shall be submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include the creation of additional habitat areas and a scheme to incorporate additional biodiversity features such as swallow cups, bird and bat boxes, bricks or cavities into appropriate buildings in addition to any lighting schemes. Thereafter the development shall be carried out in accordance with the approved scheme and all features and access to them shall be maintained in perpetuity.

Reason: In order to safeguard the protected species identified under the Wildlife and Countryside Act 1981 (as amended) and to ensure that any loss of existing habitat is successfully mitigated for and to ensure the development incorporates adequate biodiversity enhancements in accordance with saved Policy NE4 of the Milton Keynes Local Plan 2001-2011.

(22) Prior to the commencement of any development above slab level a Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority. This Phasing Plan shall demonstrate at which stage the elements of development will be brought forward and in what sequence.

Reason: To ensure that the development provides the necessary community facilities in a timely manner.

(23) The development hereby permitted shall ensure that both existing trees on site as shown on Plan 5927 AS3 Rev A shall be wholly retained and no works to those existing trees are to be carried out without prior written consent from the Local Planning Authority.

Reason: To ensure that the development does not have a detrimental impact upon the established landscape features located within the application site.

#### **Informative(s)**

( 1) The scheme to establish a new access to the public highway involves works on or adjacent to the public highway. The applicant/developer will therefore be asked to enter into a S278 legal agreement. It is recommended that contact be made with the Highway traffic schemes and Adoptions Manager (Mrs L Smart) by telephoning 01908 254561'.

( 2) The applicant is advised that a licence must be obtained from the Highway Authority before any works are carried out on any carriageway verge or other land forming part of the highway. Please contact the Highways Maintenance Engineer at Milton Keynes Council, Civic Offices, 1 Saxon Gate East, Central Milton Keynes for further information.

( 3) Where any arboricultural works or removal is planned for any tree with bat roost potential, such works shall not take place until the tree has been inspected by a suitably qualified Ecologist to identify whether it is being or has been used by bats. Reasonable avoidance/mitigation measures, recommended by the Ecologist shall be applied to trees likely to be used by roosting bats. Should evidence of a bat roost be found, works must stop immediately and may not proceed without prior acquisition of a derogation license from Natural England.

Reason: To safeguard protected species and biodiversity in accordance with saved Policy NE2 of the Milton Keynes Local Plan 2001-2011.

( 4) All residential development shall consider how superfast broadband infrastructures will be delivered to every household within that phase or part, subject to network capacity being available.

( 5) The development site is within 15 metres of a sewage pumping station. Whilst

Anglian Water takes all reasonably practicable steps to prevent any nuisance arising from the site, there should be no development within 15 metres from the boundary of a sewage pumping station of this type if the development is potentially sensitive to noise or other disturbance or which might give rise to complaint from the occupiers regarding the location of the pumping station.

( 6) To ensure that waste can be collected easily and safely by collectors and placed at the appropriate place for collection easily and safely by residents please contact [andy.hudson@miton-keynes.gov.uk](mailto:andy.hudson@miton-keynes.gov.uk) or [gill.king@miton-keynes.gov.uk](mailto:gill.king@miton-keynes.gov.uk) to explore this further with the Council.

### **Building Regulations**

Please note that this is a planning permission only and you may also require approval under the Building Regulations. If you are in any doubt about this you can get further information via [http://www.milton-keynes.gov.uk/building\\_control](http://www.milton-keynes.gov.uk/building_control) or the Building Control Helpline Tel. (01908) 252721.

**Your attention is drawn to the attached notes**

Head of Development Management  
For and on behalf of the Council

### **Appeals to the Secretary of State**

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 (as amended).

If you want to appeal, then you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

You can appeal using a form that you can get from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Customer Support Unit, Tel: 0117 372 6372. Appeal forms and guidance can also be downloaded from the Planning Inspectorate's website [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk).

Alternatively, the Planning Inspectorate have introduced an online appeals service which you can use to make your appeal online. You can find the service through the Appeals area of the Planning Portal – [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). The Inspectorate will publish details of your appeal on the internet (on the Appeals area of the Planning Portal). This may include a copy of the original planning application form and relevant supporting documents supplied to the local planning authority by you or your agent, together with the completed appeal form and information you submit to the Planning Inspectorate. Please ensure that you only provide information, including personal information, that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

### **Purchase Notices**

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may

claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council, or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase their interest in the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.

### **Compensation**

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State appeal or reference of the application to him.

These circumstances are set out in section 114 and related provisions of the Town and Country Planning Act 1990 (as amended).

### **The Party Wall etc. Act 1996**

Anyone intending to carry out work described in the Act MUST give adjoining owners at least 2 months notice in writing of their intentions.

The Act covers:- (i) work to be carried out directly to an existing party wall or structure

(ii) new building at or astride the boundary line between properties

(iii) excavation within 3 or 6 metres of a neighbouring building or structure, depending on the depth of the hole or foundations

If you are not sure whether the Act applies to work that you are planning, you should seek professional advice. A free explanatory booklet is available from ODPM Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7BN. Tel 0870 1226236 e-mail [odpm@twoten.press.net](mailto:odpm@twoten.press.net)



## SCHEDULE 6

### PUBLIC OPEN SPACE MAINTENANCE CONTRIBUTION

Type of Public Open Space	Amount/m <sup>2</sup>
Local Park (general public open space)	£21.00 Index Linked
Semi-Natural Public Open Space	£1.18 Index Linked
Local Equipped Area of Play	£92.70 Index Linked



24008


The Common Seal of  
**Milton Keynes Council**  
was hereunto affixed in the  
presence of: *PAUL CUMMINS*

)  
)  
)  
)

Head of Service  
Legal Department

Signed as a deed by  
**Simon George Cooper Hill**  
in the presence of:

Witness name:  
Witness address:

<p>Sign here</p> 
<p>Witness sign here</p>