RESIDENTIAL DEVELOPMENT AT BLUE BOAR LANE, SPROWSTON

PROPOSED HEADS OF TERMS FOR S106 AGREEMENT

1 Affordable Housing

1.1 Provision

40% of the total number of dwellings across the site to be provided as Affordable Housing (this percentage shall apply to any Development Parcel unless a different distribution is otherwise agreed in writing with the LPA)

1.2 Tenure and Dwelling Types

(unless otherwise agreed in writing with the LPA)

(a) 63% of the Affordable Housing to be provided as dwellings for rent as follows:

   (i) 17% as 1 bed flats
   (ii) 31% as 2 bed flats
   (iii) 15% as 2 bed houses (mix of 2b3p and 2b4p)
   (iv) 31% as 3 bed houses (mix of 3b4p and 3b5p)
   (v) 6% as 4 bed houses

(b) 12% of the Affordable Housing to be provided on a shared ownership basis as follows:

   (i) 67% as 2 bed houses (mix of 2b3p and 2b4p)
   (ii) 33% as 3 bed houses (mix of 3b4p and 3b5p)

(c) 25% of the Affordable Housing to be provided at a discount of 20% to Open Market Value as follows:

   (i) 55% as 2 bed houses (mix of 2b3p and 2b4p)
   (ii) 45% as 3 bed houses (mix of 3b4p and 3b5p)

1.3 Specification

(a) If grant available the Affordable Housing to be constructed to Code Level 3/Housing Quality Standards

(b) 10% of the Affordable Housing will be built to Lifetime Homes Standards
1.4 **Delivery**

(a) All Affordable Housing to be transferred to an Affordable Housing Provider (AHP) (with the possible exception of the discount market units - a point for discussion) and not to be offered other than to Qualifying Occupiers

(b) Affordable Housing not to be used other than for provision of Affordable Housing, save in relation to statutory rights to acquire, staircasing etc.

(c) Appropriate Mortgagee Protection provisions to be included

(d) 75% restriction on occupation of Open Market Dwellings in any Development Parcel until the Affordable Housing within that Development Parcel has been transferred to an AHP

(e) Cascade/longstop mechanism to cover event of failure of AHP to accept a transfer of the Affordable Housing within prescribed time period

(f) Appropriate covenants to be imposed on transfers of the Discounted Market Dwellings to secure ongoing discount to Open Market Value

2 **Open Space**

2.1 In tandem with the application(s) for reserved matters approval for any Development Phase a strategy for the provision of Open Space within that Development Phase is to be submitted and approved before any development takes place within that Development Phase

2.2 The Open Space strategy will encompass (where relevant to a particular Development Phase) the following:

(a) structural landscaping

(b) play areas

(c) formal sports facilities and associated changing facilities

(d) informal open space

(e) pedestrian and cycle routes

2.3 The Open Space strategy for that Development Phase shall be implemented as approved (unless otherwise agreed in writing with the LPA).

2.4 On practical completion of the Open Space in a Development Phase (to be evidenced by the issue of a certificate by the LPA) the Developer will elect and notify the LPA whether it wishes to:

(a) transfer the Open Space to the LPA in which event the Developer will maintain the Open Space at its own expense for a period of 12 months following the issue of the certificate of practical completion and then, following the issue of a certificate of final completion the Open Space will be transferred for a consideration of £0.99 together with payment of an agreed maintenance contribution (appropriate formulae for calculation of the contribution to be set out in the s106 agreement); or
(b) transfer the Open Space to a private management company in which event the Developer will submit a detailed management proposal to the LPA and the Open Space will thereafter be managed in accordance with that proposal (save in the case of any sections of the pedestrian and cycle routes which may be required to be adopted as highways maintainable at the public expense in any event).

3 **Woodlands**

3.1 Developer to agree a Woodland Management Plan with the LPA prior to the 451<sup>st</sup> occupation.

3.2 The Woodland Management Plan shall set out proposals for the future management of the Woodland Areas either

(a) by way of a transfer to the LPA together with the payment of an agreed maintenance contribution (appropriate formula for calculation of the contribution to be set out in the s106 agreement)

(b) by way of a transfer to an appropriate woodland management company or organisation

4 **Public Transport**

4.1 Provide County with contribution towards procurement of the extension to the existing number 21/22 bus route along the route identified in the masterplan

4.2 A temporary bus stop shall be provided in a position to be agreed along the link road in place by the occupation of the 50<sup>th</sup> dwelling

4.3 The extension to the bus route through the development and onto Blue Boar Lane shall be in place by the occupation of the 250<sup>th</sup> dwelling and the temporary bus stop shall be removed at this time

5 **Link Road**

5.1 Link Road to be provided in the position identified in the Masterplan as follows:

(a) Part 1 of the Link Road (access from Wroxham Road to identified point) to be constructed and available for public use prior to first occupation of any dwelling

(b) Part 2 of the Link Road to be constructed and available for public use prior to the occupation of an agreed number of dwellings constructed on the Site

6 **Sustainable Drainage**

It is proposed that this be dealt with by way of planning condition

7 **Education – Primary**

7.1 Site of 1.5ha to be reserved for a 1½ form entry primary school capable of accommodating 315 pupils

7.2 Reserved site to take form of two contiguous parcels of 1.2 ha and 0.3 ha respectively
which together will enable provision of a playing field

7.3 Reserved site to be accessible and in a clear and unencumbered state with a reasonably level gradient across the playing field (between 1 in 75 to 1 in 100)

7.4 1.2 ha site to be transferred to County on receipt of evidence of County commitment to provide a one form entry primary school

7.5 Primary Education contribution to be paid to the County to be applied toward the cost of construction of a one form entry primary school - quantum of contribution calculated on the basis of published DCSF cost data for 2008/09 indexed from date of s106 agreement to date of payment using the BCIS Index

7.6 Primary Education Contribution to be paid as follows:
   (a) 10% on receipt of evidence of County commitment to provide a one form entry primary school
   (b) 50% at an agreed stage of the tendering process
   (c) 40% on practical completion of the one form entry primary school

7.7 The remaining 0.3 ha site will be transferred to the County on receipt of evidence of a need to increase the primary school capacity up to a 1½ form entry.

7.8 Additional Primary Education Contribution to be paid to the County to be applied toward the cost of increasing the primary school capacity to 1½ form entry - quantum of contribution to be calculated on the basis of published DCSF cost data for 2008/09 indexed from date of s106 agreement to date of payment using the BCIS Index

7.9 Additional Primary Education Contribution to be paid as follows:
   (a) 10% on receipt of evidence that additional capacity is required
   (b) 50% at an agreed stage of the tendering process
   (c) 40% on practical completion of the 1½ form entry primary school.

7.10 Repayment provisions in the event that any part of the education contribution(s) remains unexpended or uncommitted five years after the date of payment.

7.11 Provisions to be included governing the form of the transfer of the primary school land and to deal with a re-transfer to the Developer in the event that the land is never/ceases to be used for primary education purposes.

8 Education - Secondary

8.1 Ceiling figure to be agreed for additional secondary impact for both 11-16 and post-16 age groups.

8.2 County Council to be entitled to call for payment of a Secondary Education contribution on production of evidence of a commitment to increase net capacity of Sprowston High School as a result of enrolment from the Blue Boar Lane development.

8.3 Secondary Education Contribution to be calculated on basis of DCSF cost multipliers in
8.4 respect of each additional place and to be indexed from date of s106 agreement to date of payment using the BCIS Index

8.5 Secondary Education Contribution to be repaid in the event that it is unpaid or uncommitted within 5 years of the date of payment

9 Library Contribution

9.1 Contribution of £50 per dwelling constructed in each Development Phase payable on occupation of the 100th dwelling in each Development Phase

9.2 Contribution to be applied towards provision of/enhancements to library facilities within the vicinity of the development

9.3 Contribution repayable if any part of it unspent/uncommitted after 5 years from the date of payment in the case of each Development Phase

10 Waste Recycling

10.1 Two Waste Recycling Areas to be provided - one in each Development Phase

10.2 Locations to be approved as part of the reserved matters process

10.3 Each Waste Recycling Area to be provided prior to occupation of the 300th dwelling in each Development Phase

11 Fire Hydrants

Contribution to be paid to County Council on agreed trigger date for provision of fire hydrants at locations to be agreed with the Developer

Dated 7th March 2008