

**Land north-west of Cam**

**DRAFT HEADS OF TERMS**

**(June2021)**

The following Draft Heads of Terms deal with site specific matters, the remainder being covered by Stroud’s Community Infrastructure Levy.

For the avoidance of any doubt there will be separate legal agreements for that part of the allocation not the subject of this application for planning permission.

**Public Open Space/Recreation Provision**

1. At the same time as submitting an application for approval of reserved matters pursuant to the permission, details as to the provision of Public Open Space for that phase shall be submitted to the Council. The Developer will lay out the Public Open Space/Recreational Space as approved under the reserved matters application and having received written confirmation from the District Council that the Public Open Space/Recreational Space has been laid out to its reasonable satisfaction thereafter to retain maintain and manage the Public Open Space/Recreational Space in accordance with a Landscape Masterplan for a minimum period of 12 months AND to ensure that the Public Open Space is retained as publicly accessible areas.
2. Upon expiry of said 12 months to invite the District Council to inspect the Public Open Space/Recreational Space and upon confirmation from the District Council that the Public Open Space/Recreational Space has been properly maintained to its reasonable satisfaction, the Developer may (at its discretion) either

• offer to transfer the Public Open Space/Recreational Space to the Borough Council or such other body nominated by the Borough Council; or;

• transfer the Public Open Space/Recreational Space to a Management Body.

1. In the event that the Public Open Space/Recreational Space is transferred to the District Council, the Developer will pay a commuted sum to the District Council for the future maintenance of the Public Open Space/Recreational Space. In the event that the Public Open Space/Recreational Space is transferred to a Management Body it shall be on terms requiring the Public Open Space/Recreational Space to be managed and maintained in accordance with a Landscape Masterplan.

**Affordable Housing**

1. A policy compliant % of the new dwelling units shall be used exclusively for the purposes of “Affordable Housing” as defined by the National Planning Policy Framework.
2. The Affordable Units will consist of a range of dwelling types, tenures, and sizes to be agreed.
3. The Developer shall use reasonable endeavours to ensure that the Affordable Housing Units shall be constructed contemporaneously with the Market Housing save where non provision of the entirety of the Affordable Housing is not due to the demonstrable fault of the Developer.
4. The Affordable Housing shall be designed and constructed to no less a standard than and be visually indistinguishable from the market housing.

**Education**

1. The Developer will make such contribution as can be lawfully justified under the CIL Regulations to meet the capital costs of any additional capacity required to accommodate the educational needs of future occupiers of the development.

**Severn Estuary Mitigation Strategy**

1. The developer will, if necessary, make a contribution pursuant to the Council's adopted Strategy for the Avoidance of Likely Significant Adverse Effects on the Severn Estuary SAC

**Legal Costs**

1. The Developer shall pay to the District Council on or before the completion of the Agreement their reasonable legal costs in connection with the preparation and completion of the Agreement.