

DRAFT HEADS OF TERMS FOR A SECTION 106 PLANNING OBLIGATION

Proposal: Residential Development

Site: Land at Rowan Oak,

Applicant: Mr and Mrs Fudge

Introduction.

The applicant submits the following Draft Heads of Terms with their application for outline planning permission for a proposed residential development comprising 2 self-build plots on land at Rowan Oak, Over Wallop

The Draft Heads of Terms are based on the relevant development plan policies and supplementary planning policy guidance. They are submitted as part of the planning application on a without prejudice basis and are subject to the receipt of formal consultation responses and evidence from those to the obligation are to be given that the obligation satisfies the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

This requires that the planning obligations set out in a section 106 agreement must be:

- Necessary to make the application acceptable in planning terms;
- Directly related to the development; and
- Fairly and reasonably related in scale and kind to the development.

The applicant will continue to undertake discussions with the relevant departments/consultees to clarify the final range/scope and quantum of obligations sought in a manner to ensure compliance with relevant development plan policy and supplementary guidance and the emerging framework plan.

The detail of the obligations below will be agreed with the local planning authority as part of the application process. The developer reserves the right to withdraw or amend these obligations during negotiations with the local planning authority – particularly if any obligations cannot be fully justified in accordance with regulation 122 of the community infrastructure regulations 2010 and government guidance on planning obligations.

Development.

The proposed development is for the provision of two self-build residential plots and associated hard & soft landscaping. The application is made in outline with matters such as scale, appearance and layout to be determined at a later stage.

Developer Contributions.

Self and Custom Build

The applicant recognises the requirement to secure the self-build nature of the proposal and will include an obligation to ensure that the initial occupants have a primary input into the final design and layout of the home.

The applicant recognises that a legal agreement requiring all plots to be offered in the first instance to individuals or households who are on the self-build register or have a local connection through living and/or working in Test Valley Borough or having close family living nearby. Marketing of plots can then be widened out to other parties for a further period of time.

The final marketing exercise will be negotiated during the course of the application and must be relevant to the development.

Nutrient Neutrality.

The applicant recognises the requirement for the development to be nutrient neutral so that it does not adversely affect The Solent. The applicant recognises that a legal agreement requiring off-site mitigation in the form of nitrate credits is to be secured.

The final sum and credit agreement will be based on the applicant's nutrient budget calculations and response from Natural England.

The applicant requests the final detail of such obligation to provide nitrate credits to be conditional on the successful recommendation of the outline planning application and will allow the applicant sufficient time for credits to be secured and agreement to be submitted for the proposed development which can be subsequently checked and approved by the Council.

Other Developer Contributions.

At the present time, we are not aware of any other developer contributions being relevant to the outline planning application.

The final nature and any potential cost sum of developer contributions are subject to negotiations with the local planning authority during the course of the planning application determination period.

Legal and administrative costs.

The applicant is willing to pay the council reasonable costs to produce the legal agreement. Such costs should be set out and agreed in advance.