

Uttlesford District Council

Local Plan

Developer Contributions

Guidance Document

Adopted as a 'Material Consideration' February 2016

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1.0 Introduction

- 1.1 This document is a Guidance Document, which supplements infrastructure delivery policies. The Guidance Document is intended as a guide to developers of residential schemes. It will also ensure the consistent application of policies by the Council. The Guidance Document does not address issues relating to provision or use of other Developer Contributions. Such issues will be considered during the consideration of individual applications. By publishing this guidance the Council wishes to establish a set of procedures which will assist developers in making applications and thus help to minimise planning delays. A systematic approach and the introduction of regular monitoring will ensure efficient use of resources.
- 1.2 Affordable Housing, Recreation Open Space provision, Landscaping and Education contributions, amongst others, are required for new housing development in recognition that the incoming residents will need access to amenities, often generating a requirement for additional or improved facilities. Contributions towards highway improvements may also be required on a site by site basis. New houses place a burden on existing provision which is deficient in many areas. The provision of conveniently located, accessible, safe and attractive communal facilities integrated into, or in close proximity to, residential areas can substantially improve the quality of life of residents and has social and health benefits.
- 1.3 The Council has recently reviewed and updated its Statement of Community Involvement (SCI) to take into account the changes in legislation over recent years. The SCI sets out the consultation process the Council will adopt for all planning applications and pre-application processes. In addition it highlights the need to involve Parish and Town Councils early in the process of developing proposals and in the delivery of S106 obligations.

2.0 Affordable Housing

- 2.1 The Council has adopted a Housing Strategy (2016-21) which sets out the Council's approach to housing provision over the next 5 years. This document has been prepared alongside the emerging Local Plan to ensure that the needs highlighted can be delivered through new development.

The Key Objectives are:

- Increasing Housing Supply across all tenures
- Helping People to live independently
- Ensuring decent, safe and healthy homes
- Creating sustainable communities

- 2.2 Affordable Housing is defined in the National Planning Policy Framework (2012) and this definition is adopted by the Council.

'Affordable housing: Social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the

market. Eligibility is determined with regard to local incomes and local house prices. Affordable housing should include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision.'

2.3 The Council commissioned a Strategic Housing Market Area Assessment which identified the need for affordable housing market type and tenure across the District. As a result of this the Council will require a specific mix per development proposal which can be supplied as part of pre-application discussions.

2.4 The Strategic Housing Market Area Assessment supports the provision of a range of affordable housing:

Affordable housing provision (rounded up to the nearest whole number)

- 40% on sites of 15 or more dwellings or sites of 0.5ha or more;
- 20% on sites of 5-14 dwellings or sites between 0.17ha and 0.49ha or an equivalent financial contribution as advised by the District Council; and
- Financial contribution on sites of 2-4 dwellings

The Council will expect this to be complied with on all planning proposals unless it can be evidenced to the satisfaction of the Council that these requirements would render the development unviable. In these circumstances the council will require an 'open book approach' and will appoint an independent expert to review the submission. The developer will be expected to pay the costs of this independent review.

2.5 Developments which are contrived to try and avoid the clear policy requirements will be resisted. The Council will expect the schemes to comply with policy requirements as if the schemes were submitted jointly as one proposal. For example:

- a development of 14 houses at a very low density, out of character with the surrounding area, will be resisted.
- a scheme for 3 houses which has been broken down into applications for individual units in order to avoid affordable housing contributions will be resisted.
- the sub-division of sites into two or more smaller developments in an attempt to avoid a higher provision of affordable housing will be resisted.

2.6 The Council encourages meeting affordable housing requirements through one of its preferred Registered Providers (RP), who have the management abilities and local knowledge to effectively manage new affordable housing.

2.7 The Council will calculate the financial contribution on sites of 2 – 4 dwellings in 2.4 above as follows:

- 4 unit development – would provide 80% of the build cost of an affordable unit
- 3 unit development – would provide 60% of the build cost of an affordable unit
- 2 unit development – would provide 40% of the build cost of an affordable unit

The payment will be index linked.

2.8 For the financial year 2015/16 and 2016/17 the build cost of an affordable unit will be set at £125,000. This figure will be reviewed yearly and altered to take into account prevailing build costs.

2.9 The Council will expect the following tenure, mix, distribution etc to be followed:

Tenure split

- 70% Affordable Rented or Social Rented Tenure (Rents in line with Government guidance)
- 30% Shared Ownership Tenure (Affordability to be a maximum of 30% of total household income) (Maximum of 2.75% charge on remaining rent)

Housing mix

- Predominantly a mix of one, two and three bedroom houses (1 bedroom 2 person, 2 bedroom 4 person and 3 bedroom 5 person houses to be provided)
- 5% of total units one and two bedroom elderly person bungalows across tenure

Properties should be provided in clusters of no more than 10 units and the clusters should not be contiguous.

Lifts will be required in blocks of flats over two-storey.

3.0 Recreation Open Space

3.1 Recreation open space is defined according to the 'Fields in Trust' definition of outdoor playing space. That is:

“space which is available for sport, active recreation or children's play, which is of suitable size and nature for its intended purpose and safely accessible and available to the general public.”

3.2 This definition includes:

- facilities such as pitches, greens, courts, athletics tracks and miscellaneous sites such as croquet lawns and training areas in the ownership of local government;
- facilities as described above within the educational sector which are, as a matter of practice or policy, available for public use;
- facilities as described above within the voluntary, private, industrial and commercial sectors which serve the leisure time needs for outdoor sport of their members or the public;
- outdoor equipped playgrounds for children of whatever age;
- play facilities for children which offer specific opportunities for outdoor play, such as adventure play grounds.

Definition and provision of Children's Playspace

3.3 The 'Fields in Trust' makes a distinction between equipped and informal playspace. Equipped playspace is an area of land specifically dedicated for children to use for play, which will usually include play equipment. Informal or casual playspace is open space of a useful size and safe location providing opportunities for informal play activities.

- 3.4 Two categories of equipped playspace are sought as part of new development. The first, the local equipped area for play or LEAP, is intended for children of early school age and should be located close to people's homes. It has a minimum area of 400 square metres and contains at least 5 pieces of play equipment with safety surfaces and preferably buffer zones or landscape screening around the activity area.
- 3.5 The second, the neighbourhood equipped area for play or NEAP, is larger and equipped for both young and older children. It has a minimum area of 1,000 square metres and contains at least 8 pieces of play equipment with safety surfaces, a kickabout area and wheeled play area, with buffer zones or landscape screening around the activity area.
- 3.7 Residential developments of 10 or more dwellings will be required to meet the need for children's play on site as part of the overall development proposals. This provision should be to a minimum rate of 0.2 ha per thousand population.
- 3.8 Residential development of 10 or more dwellings will be required to provide amenity greenspace on site as part of the overall development proposals. This provision should be at a minimum of 0.8 ha per thousand population.

Completion of Recreation Open Space Provision

- 3.9 On completion of the on-site provision, and prior to occupation of the first dwelling (or such other time as agreed), the developer will notify the Council in writing. Council Officers will convene a site inspection to ensure that all requirements of the planning permission have been met. Upon completion of works to the written satisfaction of the Council, the transfer of the open space will be arranged to the appropriate Town or Parish Council together with the maintenance contribution. Where the recreation open space is to remain in the ownership of the developer, or under the ownership of a Management Company, an agreement will be required to ensure that the site is adequately maintained and will be retained as recreation open space with public access. The maintenance contribution will be index linked.

Maintenance of Recreation Open Space

- 3.10 The Council considers that the best owners and maintainers of the land are the appropriate Town/Parish Council. Developers should open discussions with these bodies at the earliest opportunities, assisted by Council officers. The developer will pay the legal costs for both parties of the transfer. The developer will be responsible for maintenance until such time as the transfer takes place. At the time of the transfer, the developer will be required to pay a sum for future maintenance. The value of the payment will be calculated as being sufficient (with interest) to cover 20 years maintenance and will be ring-fenced for use in upgrading and maintaining facilities. The calculation of the costs will normally be based on published price book estimating rates and prices. Beyond this, future maintenance and other recurrent expenditure will be borne by the authority in which the asset is vested. The payment will be index linked.

As an example the maintenance costs at March 2013 are as follows:

Maintenance cost for equipped play area to LEAP standard.

Annual maintenance cost per 400m ² play area (£)	£6,869.12 per annum
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Cost per m ² (£)	£343.45 for 20 years maintenance
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Maintenance cost for equipped play area to NEAP standard.

Annual maintenance cost per 1000m ² play area (£)	£13,685.80 per annum
Cost per m ² (£)	£273.71 for 20 years maintenance

4.0 Landscaping

4.1 The Council aims to lead the process of ensuring high quality landscaping of residential development throughout the District. The guidance focuses on the issues which should be addressed by developers in formulating proposals and which the Council will have regard to in considering applications for residential development. The intention is to aid all those involved in the development process: developers, architects, and landowners. To achieve the objective of high quality development the Council encourages early contact and discussion with potential applicants prior to formal submission.

Landscape structure

4.2 All larger developments should be designed around a landscape structure. A scoping study early in the design process will assist in identifying the opportunities and constraints on a site and inform the development of a landscape master plan.

Existing landscape features

4.3 Existing landscape features such as trees, hedgerows, watercourses should be identified and where appropriate retained and suitably integrated into developments, together with the provision of sufficient open space in their vicinity to ensure they and their visual setting is protected. Where existing trees, and hedgerows, are proposed to be removed the layout should include proposals for compensatory planting.

Edge of settlements

4.4 The integration of development at the edges of settlements is important and buffer planting will normally be required to help assimilate and soften its impact on the countryside. Native species and mixtures characteristic of the locality will be required. Broad agricultural type hedgerows, and hedgerows in combination with 'copse' planting (normally with a dominant species) shall be required to provide buffer planting. Such planting will contribute to the promotion of biodiversity.

Public open spaces

4.5 Open space areas should be suitably located and of appropriate proportions to their use and setting. Narrow or peripheral areas which are difficult to access or maintain will not be considered appropriate. Open space provisions should form an integral part of the design and layout and meet the need generated by the development.

Private Gardens

4.6 In low density developments front gardens should be designed to allow the planting of trees and shrubs to enhance the visual quality of the development. Hedges should

be used to provide enclosure and to provide a unifying element within the development.

Land drainage and attenuation structures

- 4.7 The surface water run-off system should be formulated as an integral part of the landscape design. Attenuation structures should contain a permanent body of water to contribute to bio-diversity and provide a landscape feature. They should be designed to reduce risks to people or animals from drowning.

External lighting

- 4.8 External lighting provisions should be designed to ensure that light spillage into the countryside is reduced to a minimum.

Wildlife mitigation areas

- 4.9 Many developments contain wildlife mitigation areas which will be subject to specific management regimes over a number of years. Details will need to be provided and considered as part of the planning application.

Maintenance of landscaping areas

- 4.10 The Council considers that the best owners and maintainers of the land are the appropriate Town/Parish Council. Developers should open discussions with these bodies at the earliest opportunities, assisted by Council officers. The developer will pay the legal costs for both parties of the transfer. The developer will be responsible for maintenance until such time as the transfer takes place. At the time of the transfer, the developer will be required to pay a sum for future maintenance. The value of the payment will be calculated as being sufficient (with interest) to cover 20 years maintenance and will be ring-fenced for use in upgrading and maintaining facilities. The calculation of the costs will normally be based on published price book estimating rates and prices. The payment will be index linked. Beyond this, future maintenance and other recurrent expenditure will be borne by the authority in which the asset is vested.

5.0 Education contributions

- 5.1 Essex County Council (ECC) is the Education Authority for the District. ECC have published a 'Developers' Guide to Infrastructure Contributions' which sets out how contributions for Education are calculated. The current document was published in 2010 but this will be periodically updated and the most recent version will be used.
- 5.2 Essex County Council Council will request contributions towards pre-school, primary, secondary and sixth form/post 16 schooling where these are justified by evidence from ECC. The provision of land is often sought from larger developments.

6.0 Planning Obligations

- 6.1 The Council will require developer contributions to be secured through a planning obligation which will normally be prepared by the Assistant Chief Executive – Legal.

- 6.2 Obligations need to meet the tests set out in the National Planning Policy Framework:
- 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.
- 6.3 The Council will take account of changes in the market over time and this is explicit in the relevant planning policies.
- 6.4 The Council has a standard obligation and clauses which are attached as an appendix to this Guidance Document and will be used by the Council to prepare each obligation.
- 6.5 The Council will use the Retail Price Index to Index link all the payments due. For Education payments the Index used is the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index).
- 6.6 The estimated interest rate will be determined with reference to LIBOR 20 year swap rates.
- 6.7 As part of pre-application discussions the Council will wish to agree Heads of Terms and commence drafting an obligation. This does not mean the Council pre-determines applications and the process will be carried out 'subject to planning assessment and resolution'.
- 6.8 The approval of all major planning applications is a matter for the Planning Committee and the Heads of Terms and justification will be clearly set out in the committee report. The report will set out a timescale for completion of the legal obligation. Failure to complete the agreement within the given timescale will result in the application being refused for the reasons as set out in the committee report. It is therefore important to ensure that all necessary legal issues and titles to land are up to date prior to submitting an application.
- 6.9 The Council will include within the legal obligation a developer contribution to monitor the contributions received. The contributions payable are set out below:

Details	Fee	Calculations/Methodology
Hourly rate for 2015/16	£54	
Minimum charge	£810	£54 x 15hrs
Occupational or future trigger	£1296	£54 x 24hrs
Clause with commencement trigger	£810	£54 x 15hrs
Clause with future trigger	£1296	£54 x 24hrs
Clause with over 5 yrs monitoring	£2376	£1296 + £1080 (4x1hrx5yrs)
Clause with over 10 yrs monitoring	£3456	£1296 + £2160 (4x1hrx10yrs)

Clause with over 15 yrs monitoring	£4536	£1296 + £3240 (4x1hrx15yrs)
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- 6.10 The Council considers that phasing will occur in larger development schemes and will therefore require a bespoke arrangement to ensure that monitoring contributions are paid on the commencement/occupation of each phase.

- 6.11 The hourly rate will be reviewed yearly. Once the s106 agreements are agreed, the monitoring fees will be paid on completion of the deed, along with the council's legal fees.

- 6.12 The charges reflect officer time involved in draft discussions, compliance, recording of payment, proof of expenditure, meetings, all correspondence, site visits and data entry. The obligation will then be monitored for correct expenditure and audit trail. All obligations will require some degree of these elements even if they are paid on commencement. The minimum amount of officer time that will be attributed to managing one clause has been set as a minimum charge per clause. The occupational/future obligations result in increased site visits and therefore are higher.

- 6.13 Obligation triggers that require monitoring over 5 years will require quarterly checks and so reflect the extended nature of their compliance dates.

7.0 Further Information

- 7.1 For queries on planning matters you are encouraged to consult the Council's Planning Officers who will be pleased to assist.
 Telephone: (01799) 510510
 Fax: (01799) 510550
 E-mail: planning@uttlesford.gov.uk
 Or write to: Assistant Director Planning and Building Control, Council Offices,
 London Road, Saffron Walden, Essex, CB10 4ER.

8.0 Useful References

- 8.1 This Guidance Document can be viewed on the Council's website (www.uttlesford.gov.uk)
 - Uttlesford Local Plan 2005
 - Essex Design Guide 2005.
 - National Planning Policy Framework 2012.
 - Planning Policy Guidance.
 - The Department for Communities and Local Government (DCLG). How to Guide: Parks and Open Spaces, ODPM, 2005.
 - Fields in Trust. Six Acre Standard 2001
 - Royal Society for the Prevention of Accidents

Publish useful guides, recommendations and technical advice.

BS EN 1176 Playground Equipment Parts 1-7

BS EN 1177 Impact Absorbing Playground Surfacing, Safety Requirements and Test Methods (used in conjunction with BS 7188)

PAS 30 Multi-Games Facilities

PAS 35 Wheeled Facilities

Sport England: Design Guidelines.

For guidance on meeting the needs of disabled people, refer to:

Sport England Design Guidance Note: *Access for Disabled People, 2002*

NPFA: *Can Play, Will Play Playgrounds for Disabled Children*

Town and Country Planning Association (TCPA): *Biodiversity by Design, 2004*

Football Foundation Organisation

Appendix
S106 draft – Major projects

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AN AGREEMENT made the _____ day of _____ two thousand and _____ between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the first part [*Name, company registration number and registered office address*] (hereinafter called the “Developer”) of the second part [*Name, company registration number and registered office address*] (hereinafter called “the Owner”) of the third part and [*Name, company registration number and registered office address*] (hereinafter called “ the Mortgagee”) of the fourth part

1. Definitions

1.1. “the 1972 Act” shall mean the Local Government Act 1972

1.2. “the 1990 Act” shall mean the Town & Country Planning Act 1990

1.3. “the 1999 Act” shall mean the Contracts (Rights of Third Parties) Act 1999

1.4. “the 2000 Act” shall mean the Local Government Act 2000

1.5. “the Land” shall mean the land shown on the Plan edged in red

1.6. “Date of Grant” shall mean the date the Permission is issued by UDC

1.7. “the Development” shall mean the development authorised by the Permission

1.8. “Implementation” shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the permission PROVIDED ALWAYS for the purposes of this Agreement Implementation shall exclude:

- a. demolition
- b. site survey
- c. ecological survey
- d. archaeological survey
- e. remediation
- f. erection of fences or hoardings

and Implement and Implemented shall mutatis mutandis be construed accordingly

1.9. “Implementation Date” shall mean the date specified by the Developer to the Authorities in a written notice served upon the Authorities as the date upon which the development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation

1.10. “Legal Charge(s)” shall mean (a) legal charged dated _____ and made between the Owner of the one part and the Mortgagee of the other part referred to in the Charges Register of Title of the Land

1.11. “the Permission” shall mean the planning permission (a draft of which is annexed at Schedule 1) granted by UDC in respect of the Planning Application

1.12. “the Plan” shall mean the plan at Schedule 2

1.13. "the Planning Application" shall mean the application made by the Developer under reference number UTT/ for

2. Recitals

2.1. UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

2.2. The Owner is registered at HM Land Registry as proprietor of the Land with freehold title under the Title Numbers set out in Schedule 3 subject to the Legal Charge(s)

2.3. The Developer has made the Planning Application to UDC

2.4. UDC the Owner and the Developer have agreed to enter into this agreement pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Land

2.5. It is the intention of the parties that this agreement shall remain in full force and effect until such time as it is replaced by a further agreement pursuant to s.106 and s.106A of the 1990 Act

3. Enabling Powers and Obligations

3.1. This agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 2 of the 2000 Act.

3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC

4. Obligations undertaken by the Owner the Developer and the Mortgagee

4.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this agreement shall be enforceable against the Owner the Developer and (but only for so long as the Mortgagee is in possession of the Land) the Mortgagee and their successors in title the Owner the Developer and the Mortgagee hereby jointly and severally covenant with UDC to observe and comply with the obligations contained in Schedule 3

4.2. The liability of the Owner and the Developer under this agreement shall cease once they have parted with their interest in the Land or any relevant part thereof (in which event the obligations of the Owner or the Developer under this agreement shall cease only in relation to that part or those parts of the Land which is or are transferred by them) but not so as to release either party from liability for any breaches hereof arising prior to the transfer

5. Notice of Implementation

5.1. The Developer will give UDC not less than 28 days notice of its intention to implement the permission specifying the intended Implementation Date

5.2. Forthwith upon Implementation the Developer will give UDC notice of Implementation

6. Provisos and Interpretation

6.1. No provision of this agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise

6.2. If any provision of this agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected

6.3. No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default

6.4. Insofar as any parts of this agreement may be subject to the rule against perpetuity those parts shall remain in force for as long as any of the provisions hereof remain to be performed or observed or 125 years whichever shall be the shorter

6.5. [References in this agreement to sums of money shall be deemed to mean that sum plus a percentage thereof calculated on 1st March in each year (hereinafter called the "Review Date") equivalent to the percentage increase in the Retail Price Index from the date hereof to each Review Date until the Developer shall have paid the full and final amount of such sums to the organisation entitled to receive the same under the terms of this agreement to be calculated pro rata in the case of any balance of such sums remaining unpaid at each Review Date]

6.6. Any provision contained in this agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed

6.7. The headings in this agreement do not affect its interpretation

6.8. Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this agreement

6.9. Unless the context otherwise so requires:

- 6.9.1. references to UDC the Owner and the Developer include their permitted successors and assigns
- 6.9.2. references to statutory provisions include those statutory provisions as amended or re-enacted; and
- 6.9.3. references to any gender include both genders

7. Agreements and Declarations

- 7.1. The obligations contained in Schedule 4 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedule 3) and in the event that the Planning Application is refused or the Permission not implemented and expires the obligations contained in Schedule 3 shall absolutely cease and determine without further obligation upon the Owner or the Developer or their successors in title
- 7.2. The obligations contained in Schedules 3 shall absolutely cease and determine without further obligation upon the Owner or the Developer or its successors in title if the Permission is revoked is modified without the consent of the Owner and the Developer expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission
- 7.3. Save as specifically provided in Schedule 3 nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than one relating to the Development)
- 7.4. This agreement constitutes a Local Land Charge and shall be registered as such provided that the Authorities will upon the happening of any of the eventualities referred to in paragraphs 7.1. and 7.2. of this Part or upon the determination of this agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this agreement

8. Exclusion of the 1999 Act

For the purposes of the 1999 Act it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement

9. Notices

- 9.1. Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service

of notices shall be accepted or (in the case of a limited company) at its registered office

9.2. Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be made which are addressed to UDC shall be addressed to the Head of Planning Services of that Council

10. Entire Agreement

This agreement the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter

11. Costs

Upon the execution of this agreement the Developer will pay the reasonable costs of UDC in connection with the negotiation and preparation thereof

IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed the day and year before written

**SCHEDULE 1
(The Permission)**

**SCHEDULE 2
(The Plan)**

**SCHEDULE 3
(Obligations entered into with UDC)**

Appendix

S106 draft – Minor projects

AN AGREEMENT made the _____ day of _____ two thousand and _____ between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the one part and ***[Name and Address of Owner]*** (hereinafter referred to as the Owner) of the other part

12. Definitions

- 12.1. “the 1990 Act” shall mean the Town & Country Planning Act 1990
- 12.2. “the Development” shall mean the development authorised by the Permission
- 12.3. “the Land” shall mean the land and buildings situate at *[Insert address]* shown on the Plan edged in red
- 12.4. “Implementation” shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the permission PROVIDED ALWAYS for the purposes of this Agreement Implementation shall exclude:
- g. demolition
 - h. site survey
 - i. ecological survey
 - j. archaeological survey
 - k. remediation
 - l. erection of fences or hoardings
- and Implement and Implemented shall mutatis mutandis be construed accordingly
- 12.5. “the Permission” shall mean the planning permission (a draft of which is annexed) granted by UDC in respect of the Planning Application
- 12.6. “the Plan” shall mean the plan annexed
- 12.7. “the Planning Application” means the application made by the Owner under reference number UTT/

13. Recitals

- 13.1. UDC is the Local Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

- 13.2. The Owner is registered as proprietor of the Land at HM Land Registry with Title Absolute under title number
- 13.3. The Owner has made the Planning Application to UDC
- 13.4. UDC and the Owner have agreed to enter into this agreement pursuant to the operative powers described in clause 3 of this agreement for the purpose of regulating the Development and the use of the Land

14. Enabling Powers and Obligations

- 14.1. This agreement is entered into pursuant to section 106 of the 1990 Act
- 14.2. The covenants contained herein are planning obligations within the meaning of section 106 of the 1990 Act and are enforceable by UDC as such.

15. Covenants by the Owner

- 15.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development or the use of the Land so that the provisions of this agreement shall be enforceable against the Owner and her successors in title the Owner hereby covenants with UDC that *[insert details of obligations]*
- 15.2. The liability of the Owner under this agreement shall cease once she has parted with her interest in the Land but without prejudice to any antecedent liabilities

16. Notice of Implementation

- 16.1. The Developer will give UDC not less than 28 days notice of its intention to implement the permission specifying the intended Implementation Date
- 16.2. Forthwith upon Implementation the Developer will give UDC notice of Implementation

17. Agreements and Declarations

- 17.1. No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations or covenants contained in this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations or covenants or from acting upon any subsequent breach or default
- 17.2. This agreement constitutes a Local Land Charge and shall be registered as such

18. Costs

The Owner will pay the reasonable costs of UDC in connection with the negotiation and preparation of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed the day and year before written

9.0 THE COMMON SEAL OF

UDC was hereunto affixed
in the presence of:-

Authorised Signatory

Authorised Signatory

10.0 SIGNED AS A DEED BY

THE OWNER in the presence of:-