

# SHERFORD PLANNING APPLICATION

## SECTION 106 SUMMARY GUIDE

October 2011

### **INTRODUCTION**

In 2009 Plymouth City Council and South Hams District Council resolved to grant planning permission for Sherford subject to amongst other things the completion of a Section 106 Agreement. The 2009 Heads of Terms (Appendix 5 to the 2009 Committee Report) have been subject to extensive discussion and have now been drawn up in the form of a fully detailed draft legal agreement which reflects the changes, refinements and other material considerations which have emerged during those discussions.

The purpose of this 'summary guide' is to give the reader an understanding of the material obligations that are required to be delivered by the Developer (hereafter referred to as the "Owners") and the Local Authorities (South Hams District Council, Plymouth City Council and Devon County Council) who will all be party to that agreement. The full documentation has been made available in this consultation process in order to afford the reader, if they so wish, the ability to review the precise wording. While this is a good summary guide, in order to gain a proper understanding of all of the obligations it is necessary to read the full Section 106 Agreement.

Notes to assist understanding of this document:

- Each upper case and underlined heading refers to a Schedule within the full legal agreement titled 'Sherford Section 106 - Schedules October 2011'.
- Each bold lower case heading matches the relevant heading within that particular Schedule.
- The page numbers referred to throughout are those of the full legal document titled 'Sherford Section 106 - Schedules October 2011'.
- Where the first letter of a word has been capitalised this means that the term is specifically defined within the full Section 106 Agreement.
- The alphanumeric numbering used for the paragraphs are the same as those used in the 2009 Heads of Terms.

### **BOILERPLATE (p. 3-24)**

There are general definitions and clauses within the draft agreement, referred to as "boilerplate", which defines the key phrases used throughout. General obligations include the requirement for all Parties to manage the Community Facilities (the Community Estate) for the Community Benefit and that any net income generated by any Facility must be reinvested in the Community Estate. Other obligations include the Owners reporting requirements, the procedure for identifying nominees, the length of period for which the Councils can make use of each contribution and the dispute resolution process.

The Owners are required to pay the reasonable and proper external legal costs and disbursements of the District, City and County Councils incurred in connection with the negotiation and completion of the Section 106 and to pay the local authorities' costs of the viability work required to conclude the Section 106.

## **SCHEDULE 1 - EDUCATION (p. 25-42)**

### **Primary Schools (p. 35-39)**

(in the full agreement referred to as Primary Education Provision)

- ED1 Prior to the commencement of residential development of each relevant Neighbourhood, the Owners shall identify land for the provision of three Primary Schools to be located centrally within each Neighbourhood and accessible to Main Street and Green Corridors as per the Key Fixes Diagram and associated text.
- ED2 The Owners shall provide fully serviced land sufficient for three Primary Schools to the County Council. Each Primary School site to be up to 1.9 ha and capable of accommodating a 420-place Primary School and a 30-place nursery. Each Primary School will consist of buildings currently calculated as being in total approximately 2,570 sqm.
- ED3 The Owners shall pay to the County Council the sum of £5,164,614 per Primary school as defined by the DCSF Schools Calculator in order to cover the full costs of building and fitting out, including the associated playing field provision, plus an additional amount to achieve compliance with the Town Code and BREEAM Excellent standards. A further sum will be paid to the County Council in order to provide appropriate ICT equipment and facilities at each of the Primary Schools.
- ED4 The Owners shall pay £300,000 per Primary School for a fully fitted out 30 place Nursery at each Primary School. Such contributions to be made in line with the agreed phasing of each facility.
- ED5 The Owners shall pay the Contributions and provide the land at the request of the County Council to allow the County Council to open the Primary Schools in accordance with the following timings:
- (a) Temporary School Facilities – in the form of four classrooms by the 120<sup>th</sup> occupation within each Neighbourhood.
  - (b) A Permanent 210 Place Primary School to be completed in each of the three Neighbourhoods by the Completion by the 840<sup>th</sup> occupation and enlarged to
  - (c) A Permanent 420-Place Primary School to be completed by the 1680<sup>th</sup> occupation within the relevant Neighbourhood

Payments for the construction phase of each permanent school will be phased as follows

- 5% prior to commencement of design to cover design fees
- 5% upon signing a contract for the delivery of the school
- The balance upon certified completion of each stage of works

- ED6 Prior to the time when permanent use is required each school building may be, subject to agreement with Devon County Council, used for temporary facilities (e.g. Community Trust, Dentist, GP and Police) under management arrangements to be agreed.
- ED7 The County Council shall use Reasonable Endeavours to ensure that each Primary School will accommodate other community uses outside of school hours on a permanent basis for learning, sport and social purposes (e.g. crèche, civic meetings, sports clubs / netball). Facilities provided within the Primary School shall be provided to a specification that is capable of enhanced community use.
- ED8 Minimum initial permanent provision of each Primary School shall be 4 classrooms and nursery accommodation with any ancillary accommodation.
- ED9 If the County Council promotes an all-through school on the Secondary School site and does not require further land for its extended use, the first Primary School site shall be made available for alternative educational uses. If additional land is required to provide an all-through school on the Secondary School site then the area made available for alternative education uses on the first Primary School site will be reduced commensurately.
- ED10 The County Council shall use Reasonable Endeavours and act within the Admissions Code of Practice to ensure that there are spaces within the Primary Schools for pupils from the agreed designated area of Sherford in keeping with the sustainability ethos for the town.
- ED11 The County Council shall use Reasonable Endeavours to secure the playing fields of all three Primary Schools for shared use ("Dual Use"). Should Dual Use not be provided, additional non school playing pitches shall be provided commensurately in accordance with paragraph SR3. If additional pitches are not required, funds set aside for their provision shall be used to upgrade schools pitches for Dual Use in accordance with paragraph ED7. Any unexpended balance shall be used to expand the Youth Centre in accordance with paragraph ED22.

### **Secondary School (p. 39-41)**

(in the full agreement referred to as Secondary Education Provision)

- ED12a Prior to the commencement of development the Owners shall identify land for the provision of a Secondary School.
- ED12b The Owners shall provide 6.05ha of fully serviced land for the Secondary School. The site for the Secondary School will be capable of providing for at least a 754 place school. The Secondary School will require buildings in total currently calculated at not less than 6,930 sqm.
- ED13 The Owners shall pay to the County Council £15,102,893 as defined by the DSCF Schools Calculator for the full costs of building and fitting out a 754 place Secondary School, including the associated playing field provision plus appropriate additional amounts to deliver compliance with the Town Code and BREEAM Excellent standards. Such contributions shall be made in line with the phasing of provision of the facility.

ED14 The Owners shall pay the Contributions and provide the land at the request of the County Council to allow the County Council to open the first phase of the Secondary Education Provision providing accommodation for 200 pupils by the 1,300<sup>th</sup> Dwelling. The remaining four phases will be agreed between the Owners and the County Council

Payments for the construction of each phase of the school shall be phased as follows

- 5% prior to commencement for design fees
- 5% upon signing a contract for the delivery of the school
- The Balance upon certified completion of each stage of works

ED15 The Secondary School buildings may be used temporarily for a Primary School and any other community role agreed by the parties.

ED16 The County Council shall use Reasonable Endeavours to ensure that the Secondary School will accommodate other community uses on a permanent basis for learning, sport, cultural and social purposes. Should the School agree to this cultural dual use then facilities within the Secondary School shall be provided to a specification that is capable of enhanced community use, for a community theatre/cinema, and a sum of £750,000 will be paid by the Owners for this purpose.

ED17 The County Council shall use Reasonable Endeavours to secure the Dual Use of the Secondary School playing fields and indoor sports facilities as part of the West Pitches / sports hub. Should Dual Use not be provided, additional non school playing pitches shall be provided commensurately in accordance with paragraph SR4. If additional pitches are not required, funds set aside for their provision shall be used to upgrade schools pitches for Dual Use in accordance with paragraph ED16. Any unexpended balance shall be used to expand the Youth Centre in accordance with paragraph ED22

ED18 The County Council shall use Reasonable Endeavours and act within the Admissions Code of Practice to ensure that there are places for pupils from the agreed designated area of Sherford in keeping with the sustainability ethos for the town

#### **Temporary Student Bus Provision (p. 41)**

ED19 The Owners shall pay to the County Council a sum of £353,490 in annual tranches starting from the 50<sup>th</sup> Dwelling completion, to pay for school bus provision to Ivybridge College (or similar Secondary School facility).

#### **Forest School (p. 41)**

ED20 The Owners shall make available to the County Council by the commencement of the 2,000<sup>th</sup> Dwelling at least 0.4 ha of land within the Sherford Quarry for a Forest School. The land shall have path access and be provided with a potable water supply.

#### **Youth Facility adjacent to Sherford Quarry (p. 41-42)**

ED22 A 0.2ha fully serviced site shall be made available by the Owners to accommodate the permanent youth centre prior to the commencement of the 1,801<sup>st</sup> Dwelling together with a 450m<sup>2</sup> building provided to a specification which shall be agreed with Devon County Council prior to commencement of residential development. In the event that the building is not to be delivered by the Owners, the Owners shall provide a 0.2ha fully

serviced site plus a contribution of £765,000 to Devon County Council for the construction of such a building to deliver BREEAM Excellent standards and compliance with the Town Code.

If dual use is achieved and this provides overall cost savings on the school playing pitches the centre shall be capable of expansion up to 700m<sup>2</sup> which shall be funded by the Owners from those cost savings.

ED23 Prior to the occupation of the 700<sup>th</sup> Dwelling a temporary Youth Centre shall be made available by the Owners in the Western Neighbourhood until the permanent youth centre is established unless the Owners makes a revenue contribution towards the funding of an expansion of the Ivybridge Youth Bus service, up to £5,000 to serve the needs of Sherford.

ED24 The Owners shall pay to the County Council until delivery of a permanent youth centre building the youth worker annual contribution of £13,200 (subject to a maximum total contribution of £79,200) towards the costs incurred in engaging with young people at Sherford.

## **SCHEDULE 2 - HEALTH (p. 43-48)**

### **GPs Surgery (p. 45-47)**

HC1 All Parties shall use Reasonable Endeavours to ensure that GPs Surgeries are provided on the site for the development. This will be as a preference a multiple GP surgery in a single site or individual GP surgeries in each Neighbourhood. An Adult Social Care Base shall be incorporated into the GP Surgery.

HC2a The Owners shall make available an area of fully serviced land in the Town Centre sufficient to accommodate a single site GP surgery of a size capable of providing GP services to the whole of Sherford. Alternatively, the Owners shall make available areas of fully serviced land in the Western, Town Centre, Southern and Eastern Neighbourhood sufficient to accommodate a GP surgery of a size capable of providing GP services to that Neighbourhood. Prior to the commencement of the 1,200<sup>th</sup> Dwelling, the Owners shall issue a notice to the District Council and County Council informing them of whether a single GP site surgery or four neighbourhood GP surgeries will be provided.

HC2b All Parties shall use Reasonable Endeavours to ensure that the Single Site GP surgery is constructed and operational by the commencement of the 1,500<sup>th</sup> Dwelling. Should the Neighbourhood GP Surgeries be delivered, these will be delivered by the occupation of:

Western Neighbourhood	1,375 <sup>th</sup> Dwelling
Town Centre Neighbourhood	2,750 <sup>th</sup> Dwelling
Southern Neighbourhood	4,125 <sup>th</sup> Dwelling
Eastern Neighbourhood	5,500 <sup>th</sup> Dwelling

Both the Single Site and Neighbourhood GP Surgeries will be delivered via a commercial arrangement between the Owners and a Service Provider selected by the NHS Devon.

- HC3 A brief of the specification of the facilities to be provided pursuant to paragraph HC2 shall be agreed with the NHS Devon and Relevant Council and appended to the Section 106.
- HC7 The Owners shall provide temporary facilities for a doctor at market rate appropriate to the scale of the development from the commencement of the 301<sup>st</sup> Dwelling until the opening of the GP Single Site Surgery / Western Neighbourhood Surgery.
- HC8 Retail unit space will be made available in the Western Neighbourhood by the Owners to house a Temporary Pharmacy until the High Street is available for a permanent pharmacy. Retail space of not less than 60m<sup>2</sup> will be made available in the High Street for a Permanent Pharmacy. Both the Temporary and the Permanent Pharmacy will be delivered under a standard commercial arrangement.

### **Children's Centre (p. 47-48)**

- HC9 The Owners shall provide fully serviced land and build and fully fit out a Children's Centre in compliance with the Town Code and to deliver BREEAM Excellent standards. The Children's Centre will be located with one of the GPs Surgeries in accordance with HC2(a) and the accommodation provided will be not less than 600m<sup>2</sup> unless otherwise agreed with Devon County Council.

In the event that the building shall not be delivered by the Owners, the Owners shall pay to Devon County Council a contribution of £1,045,714, plus an additional amount to deliver BREEAM Excellent standards, for the provision of a Children's Centre in compliance with the Town Code, and shall provide fully serviced land sufficient to accommodate such Children's Centre building adjacent to the GP Surgery Site or any other location approved by Devon County Council.

- HC10 The specification of the Children's Centre shall be agreed with Devon County Council prior to the commencement of residential development
- HC11 If Devon County Council delivers the Children's Centre, then the Owners shall pay the contribution as follows and the Council will deliver the Centre by the occupation of the 3,000<sup>th</sup> Dwelling.
- 5% prior to commencement for design fees
  - 5% upon signing a contract for the delivery of the school
  - The Balance upon certified completion of each stage of works

If the Children's Centre is delivered by the Owners then the Owners will deliver the Centre by the commencement of construction of the 3,000<sup>th</sup> Dwelling.

### **SCHEDULE 3 - HOUSING (p. 49-60)**

- H4 Shared Ownership shall be delivered by the Owners to either an AHP partner or other such partner which may be a special purpose vehicle (SPV). Shared Ownership shall be offered for sale with purchase entry levels between 25% and 75% of market value, so long as the average entry level is no less than 40%, accepting rent on the balance at 2.75%. Rent levels may reduce in order to improve affordability should appropriate grant funding be available.

- H5 All Intermediate dwellings shall be initially offered to Eligible Persons (EP) proposed by the local Home Buy Zone Agent (HBZA) where EP are persons or households in need of affordable housing as determined by the HBZA and having a local connection to the Plymouth/South Hams area or, if such EP cannot be identified within a reasonable time, thereafter from the Plymouth Housing Market Area and, finally, from the South West Region. If no EP can be identified within a reasonable time having followed this cascade procedure the dwelling(s) shall be dealt with in accordance with H.13 below.
- H7 Intermediate Other tenures will be agreed between the parties on the basis on an average 20% discount to market sales value. Intermediate Other may be exempt from full PPS3 compliance in respect of tests of affordability.

#### **Baseline Affordable Housing Provision (p. 54-55)**

- H1 The Owners shall provide in the first half of development (for the avoidance of doubt 2,750 Dwellings), a baseline provision of affordable housing as follows (assuming the tenure split of such affordable housing to be 50% Affordable Rent (AR), 50% Shared Ownership (SO) or such other alternative tenure mix that is agreed)
- (a) 152 affordable homes (12.7%) within the first 1,200 Dwellings
  - (b) 150 affordable homes (15%) within the next 1,000 Dwellings
  - (c) 110 affordable homes (20%) within the next 550 Dwellings
- All the above baseline provision of Affordable Housing shall be provided in accordance with PPS3.

#### **Additional Affordable Housing Provision (p. 55)**

A Clawback Agreement shall be entered into between the District Council the City Council and the Owners. The Clawback Mechanism will provide Additional Affordable Housing associated with improvements in the market. The clawback is based on the improvement over time of the difference between housing values and construction costs (the gross margin). Any changes in these values and costs will be reviewed on a cyclical basis after 700 units and thereafter every 500 unit tranches. 40% of the improvement in that gross margin will be used to provide additional affordable housing in the next tranche of development.

The clawback review at the half way point will determine the minimum baseline provision level for the balance of the development (from 2,750 to 5,500 Dwellings) adjusted for any over provision, if any, in the first half of the development (where the guaranteed baseline provision exceeds that which would have been delivered by the clawback alone).

Throughout the development if the clawback determines a level that is above the baseline floor levels the Owners will deliver that higher level of provision.

In calculating the clawback mechanism, the formula used will incorporate the actual transfer value for affordable housing received by the Owners. This will ensure that any additional benefit received from enhanced transfer values from AHPs will benefit the delivery of affordable housing.

The tenure mix of provision up to 30% affordable housing will be 50% Affordable Rent and 50% Shared Ownership. For provision above 30% the proportion delivered will be

50% Shared Ownership and 50% Intermediate Other. These tenure splits may be adjusted subject to agreement between the Parties. Affordable rent is capped such that it cannot exceed 15% of total housing on the site at any one time.

### **Public Funding (p. 55-56)**

H2 The Owners the District Council and the City Council shall use All Reasonable Endeavours to co-operate with the bidding process for grant funding through an Affordable Housing Provider (AHP) being either a Registered Provider (RP) partner or other such partner as may be relevant to this process at the time of bidding.

### **Nominations Protocol and Local Lettings Plan (p. 60)**

H3 The Affordable Rent element shall be built by an AHP or the Owners and transferred to an AHP and dealt with under a Local Lettings Plan (LLP) which will be agreed between the Parties prior to the commencement of development. The objectives of the LLP are to:

- (a) establish and sustain a mixed, stable and sustainable community at the development;
- (b) foster a sense of ownership and community;
- (c) learn from the profile of successful high density developments that have matured over a number of years; and
- (d) facilitate effective management of the development

The nominations for all Affordable Housing shall be in accordance with the Nominations Protocol contained within the Local Lettings Plan unless otherwise agreed by the Owners and the Relevant Council.

### **Recycling Funding (p. 59)**

H8 For the avoidance of doubt any original developer or public subsidy at the point of the Affordable Housing Units being provided realised by an AHP (or SPV) from the disposal of an affordable dwelling to a household exercising their right to acquire or purchasing 100% of the equity of an Intermediate dwelling shall, in the case of an AHP, utilise such proceeds in accordance with the requirements of the HCA Capital Funding Guide. In the case of an SPV, it shall recycle developer subsidy equivalent to the level of initial discount of the relevant tenure type from its open market value.

H9 Affordable dwellings provided shall remain at an affordable price for future eligible households unless, if this restriction is lifted, the original developer or public subsidy is recycled as at H.8 in accordance with HCA Capital Funding Guide.

### **Mix (p. 57)**

H11 Affordable Housing shall provide for a mix of dwellings, unless any other appropriate mix is agreed between the parties, being:

- 1 bedroom 10%
- 2 bedrooms 35%
- 3 bedrooms 30%
- 4+ bedrooms 15%

### **Phasing of Affordable Housing Provision (p. 56)**

Appropriate triggers shall be incorporated to ensure timely completion of the affordable housing in line with market housing – within each 500 unit tranche 50% of affordable homes will be complete by the time 50% of the market housing is complete and 100% of affordable homes will be complete by the time 80% of the market housing is complete.

Each Reserved Matter application will include an Affordable Housing Scheme which identifies the location, timing and clustering (not zoning) of affordable homes.

### **Reversion of Affordable Housing Provision (p. 57-58)**

H13 All proceeds from the reversion of the dwellings from Affordable Housing tenure to market housing will be reinvested into affordable housing either onsite or offsite. Such reversion shall take place should the dwelling not be subject to an appropriate local authority nomination or sale subject to contract (STC) to a qualifying purchaser under the terms of its tenure at a minimum date of 6 months after completion. Within this time period the Relevant Council may opt for the property to remain within Affordable Housing but as a different tenure type subject to no tenure type increasing by more than any tenure caps which may be agreed between the parties. Any cost impact as a result of this change in tenure type to be the responsibility of the Relevant Council.

In the event that such reversion takes place, the value of that reversion (taken to be the difference between the receipt to the developer for an open market unit and the receipt for the affordable tenure, less the affordable housing provider/developer's reasonable disposal costs) shall be paid to the Relevant Council by way of a contribution to offsite affordable housing provision.

### **Standards and Design (p. 58-59)**

H14 20% of all dwellings across each tenure type built at Sherford shall be built to Lifetimes Homes standards (or equivalent) as defined by the Joseph Rowntree Foundation. The level of Grant-funded affordable housing built to Lifetime Homes Standards shall reflect the requirements imposed by the HCA as a condition of grant should such requirement exceed 20%.

A percentage of dwellings shall be built to full Wheelchair Accessible standards (Wheelchair Housing Design Standards as defined by the Habinteg Housing Association). Such percentage shall be defined by the clearly evidenced level of current Wheelchair use (as provided by the Relevant Council) as a percentage of the population in Devon and Plymouth. This will be achieved by a population weighted average of the Census figures, Housing Market and Needs Assessment (or any other independent authoritative source for both areas).

H16 All Affordable Housing tenure types that are delivered as a result of the investment of Grant funding shall be built to meet the HCA Design and Quality Standards. Any measures required to achieve full DQS compliance for Affordable Housing specification or performance will have to be covered by Grant Funding.

Service charge caps for all affordable housing tenures shall be agreed on the basis of affordability but for the avoidance of doubt, the Owners shall not be liable for any

reduced service charge contributions agreed between the Management Company and/or the Community Trust and the Affordable Housing Provider.

PROVIDED THAT:

- (1) Nothing in the above should restrict an RP in providing accommodation to Youth or special needs groups within the community subject to there being sufficient funding available (Supporting People or Extra Care Grant) to provide and sustainably operate housing support for vulnerable groups.
- (2) All Affordable Housing shall not be visually distinguishable from market housing in terms of build quality and materials.

### **Extra Care Housing (p. 56)**

H15 All parties to use Reasonable Endeavours to facilitate the provision of 100 dwellings within Sherford as Mixed Tenure, Extra Care Housing (ECH). The provision shall also be subject to the confirmation from the Affordable Housing Provider that there is sufficient Supporting People Grant or Extra Care Revenue for them to sustainably operate such a scheme and therefore make a commitment so to do. For the avoidance of doubt, these dwellings will be classed as affordable housing and provided at nil cost to the Owners.

### **SCHEDULE 4 - OPEN SPACE<sup>1</sup> (p. 61-67)**

#### **Community Park and Community Organic Farm (p. 65-66)**

- OS1 The Owners shall provide and fund up to a target cost of £8,000,000 a 200ha Community Park, on a phased basis prior to the completion of the 4,000<sup>th</sup> Dwelling. The ecological mitigation elements of the design, content and phasing of the Community Park and their timing shall be agreed with the Council prior to the commencement of development in accordance with the planning conditions. All works shall be implemented in accordance with the agreed phasing. The Community Park shall broadly be split into areas defined by use as follows:
- (a) Formal and informal active play.
  - (b) Ecological protection and enhancement.
  - (c) Agriculture / food production / grassland.
- OS1b The Owners shall provide within or adjacent to the Community Park at least one café and shop, one public house and subject to viability, a Community Organic Farm with associated cycle and car parking for each.
- OS1c The Owners shall provide appropriate public access to the Community Park and Organic Farm and all other public open space, and to provide adequate arrangements for the safety and management of that public access.

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<sup>1</sup> Most of the Open Space requirements are secured through the planning conditions rather than the Section 106.

### **Open Space and Landscaping (p. 65)**

- OS2 The Owners shall provide and fully fund 5ha of high quality public spaces, civic spaces and urban parks within the urban form in accordance with the specification outlined in the Town Code and implemented to the satisfaction of the Appropriate Authorities. Public spaces, civic spaces and urban parks to be provided in accordance with Town Plan, and in phase with residential development.
- OS3 The Owners shall provide and fully fund 70ha of woodland planting for the purposes of carbon offsetting throughout the development. Details shall be agreed prior to commencement of development as part of the Implementation Plan and be implemented in accordance with phasing set out in the Implementation Plan.
- OS4 The Owners shall deliver the Ecological and Landscape mitigation and other elements of open space in accordance with the Implementation Plan which Plan shall be approved by the Relevant Councils prior to commencement of development.

### **Allotments/Community Gardens and Cemetery/Memorial Garden/Green Burial Site (p. 65)**

- OS6 In phase with residential development, fully serviced land shall be provided by the Owners for the following purposes:
- 4ha of Allotments, each area delivered broadly in line with the phasing of residential development. These shall be located throughout the neighbourhoods and any residual will be located conveniently within the Community Park.
  - 2ha for a Cemetery / Memorial Garden / Green Burial Site with an appropriate boundary to control formal access located within the Community Park.

### **Contributions (p. 66-67)**

- OS7 A Contribution of £55,000 shall be paid by the Owners to fund strategic offsite landscaping required to mitigate the visual effects of the development at the following locations - south of the A38, Higher Hareston, Green Buffer Zone (as defined in the AAP Diagram 4 page 71 of the AAP) and Saltram House.

## **SCHEDULE 5 - SPORT AND RECREATION (p. 68-77)**

### **Play Facilities (p. 75-76)**

- SR1 The following Play Facilities will be provided by the Owners to an agreed specification and phasing as outlined within the Masterplan and Town Code.
- A network of high quality Local Areas of Play (LAP), located nominally within a radius of 100m and no more than 200m by the shortest walking route from each dwelling, with imaginative use of other public spaces to avoid a plethora of small sites.
  - 7 (Seven) Local Equipped Areas of Play (LEAP) of a minimum 400m<sup>2</sup> in size delivered in phase with development.
  - Two Neighbourhood Equipped Areas of Play (NEAP) of a minimum of 1000m<sup>2</sup> in size and each incorporating a Multi Use Games Area (MUGA).

- A skate park of at least 35m x 20m shall be delivered. It may be delivered as part of a NEAP and, if so, should be located near to the Youth Centre. The skate park shall provide at least 6 pieces of equipment constructed from durable materials, designed in conjunction with young people resident at Sherford and other users and shall be delivered by the commencement of the 4,001<sup>st</sup> Dwelling or as otherwise agreed.

### **Outdoor Sports Provision (p. 73-74)**

SR2 The Owners shall provide outdoor sports provision with supporting pavilion and changing facilities in accordance with the National Playing Fields Association and Sport England standards.

These shall include and be located broadly as follows:

- West Pitches (the sports hub) – in the south west of the site by the 700<sup>th</sup> Dwelling. Provision is currently to be configured as:
  - (a) 1 all weather floodlit pitch suitable for football, hockey and rugby training
  - (b) 1 all weather floodlit MUGA suitable for 6 tennis courts / five a-side football
  - (c) 1 five a-side grass pitch
  - (d) 1 grass senior football pitch
  - (e) 1 senior cricket pitch
  - (f) 1 grass junior football pitch
  - (g) 1 pavilion and changing facilities to cater for a total of eight teams (this could be co-located within the Indoor Sports Centre)
  - (h) car parking and secure cycle parking
- East Pitches – in the north east of the site by the 5,000<sup>th</sup> Dwelling. Provision is currently to be configured as:
  - (a) 1 senior cricket pitch
  - (b) 6 hard tennis courts
  - (c) 2 senior football pitches
  - (d) 1 junior football pitches
  - (e) 1 pavilion and changing facilities to cater for a total of six teams
  - (f) car parking and secure cycle parking

Timing of provision shall be phased with development and agreed before the commencement of development.

SR3 Primary Schools will include playing field facilities, delivered at the Primary Schools per paragraph ED3 and in accordance with Building Bulletin 99, currently to be configured as:

- 3 Junior football pitches
- associated dry changing facilities

At the design stage of each Primary School a decision will be made whether the Primary School playing field facilities will be Dual Use. If Dual Use cannot be established then an alternative (separate) junior football pitch (for each Primary School not allowing or able to offer Dual Use) will be provided by the Owners at the East Pitches.

- SR4 The Secondary School will include playing field facilities, delivered at the Secondary School per paragraph ED13 and in accordance with Building Bulletin 98, currently to be configured as:
- 5 Tennis courts
  - 1 Junior football pitch (for the use of 13 -15 years)
  - 1 Junior football pitch (for the use of 15 - 16 years)
  - area for a 400m grass running track (combined with a cricket wicket)
  - associated changing facilities for the dual use of Secondary School pitches.

At the design stage of the Secondary School a decision will be made whether the Secondary School playing field facilities will be Dual Use. If Dual Use cannot be established then alternative (separate) 5 tennis courts and 2 junior football pitches will be provided by the Owners at the East Pitches

### **Indoor Sports Centre (p. 74-75)**

- SR6 Prior to the commencement of the 301<sup>st</sup> Dwelling, the Owners shall identify land sufficient to provide for an indoor sports centre which meets in full Sport England standards for a development the size of Sherford.

Prior to the commencement of the 701<sup>st</sup> Dwelling, the Owners shall provide at the Indoor Sports Centre the following:

- (a) A four lane 25m indoor heated swimming pool (subject to the City Council using Reasonable Endeavours to secure contributions from any new residential development with benefit of access to the swimming pool up to a maximum of £1,071,279).
- (b) Ancillary reception, administration, servicing and storage areas
- (c) Wet changing facilities
- (d) Car parking and secure cycle parking
- (e) Any changing facilities for the West Pitches if co-located within the Indoor Sports Centre (per paragraph SR2)

Prior to the commencement of the 2,301<sup>st</sup> Dwelling, to provide at the Indoor Sports Centre the following:

- (a) Four court sports hall
- (b) Dry changing facilities
- (c) Appropriate additional reception, administration, servicing and storage areas
- (d) Multi function room of a size capable of accommodating gymnasium and fitness facilities (minimum of 40 stations of sport equipment) and ancillary treatment facilities of at least 200 sqm
- (e) Additional car parking and secure cycle parking

- SR7 Prior to the submission of the first application for the approval of first Reserved Matters for the Indoor Sports Centre the management regime (including charging, access, ongoing running and operational arrangements) of the facility shall be approved by the City Council.

### **Bowling Green (p. 76)**

SR9 Prior to the commencement of the 4,001<sup>st</sup> Dwelling the Owners shall safeguard and make available to Sherford residents bowling club land appropriate for the provision of a 36m x 36m bowling green, and a changing room and social facility and the appropriate number of disabled parking spaces unless otherwise agreed

### **Contributions (p. 76)**

SR14 The Owners shall pay a contribution of £25,000 to the Countryside Park identified in the North Plymstock AAP (Proposal NP11)

SR15 The Owners shall pay a contribution of £100 to the Life Centre at Plymouth Central Park

## **SCHEDULE 6 - COMMUNITY INFRASTRUCTURE (p. 78-87)**

### **Police Facilities (p. 82)**

M1 The Owners shall identify and secure 0.4 ha of fully serviced land capable of accommodating a Type 2 police station (700m<sup>2</sup> on two floors) and with 55 car parking spaces (35 standard and 20 for operational vehicles) and to make such land available to the District Council. The land shall be identified prior to the commencement of the 701<sup>st</sup> Dwelling and made available prior to the commencement of the 2,301<sup>st</sup> Dwelling.

M2 Prior to the commencement of the 701<sup>st</sup> Dwelling the Owners shall make available at a peppercorn rent a temporary location within the Western Neighbourhood for a public access 'shop front' police facility of 90m<sup>2</sup> together with 60m<sup>2</sup> of shared space. Subsequently to provide the same level of facility on a permanent commercial rent basis as part of the Town Hall when it is completed.

M4 From the commencement of development the Owners shall make available if required by the Police Authority a temporary facility for police staff to a specification to be agreed by all parties until provision required in M2 is made available.

### **Place of Worship Facilities (p. 83)**

M5a Prior to the commencement of the 701<sup>st</sup> Dwelling the Owners shall identify the site and prior to the commencement of the 1,100<sup>th</sup> Dwelling to make available a fully serviced site of 0.35 ha. suitable for a third party to provide a 700m<sup>2</sup> place of worship including car parking for 10 cars

M5b Prior to the commencement of the 701<sup>st</sup> Dwelling the Owners shall make available a fully serviced plot (up to 0.05ha) suitable for a third party to provide a permanent 4 bedroom dwelling of suitable design for a resident faith worker. Such dwelling to be deemed an Intermediate Other Dwelling as part of Sherford's affordable housing provision.

M6 Prior to the commencement of the 101<sup>st</sup> Dwelling the Owners shall make a temporary dwelling available until the permanent dwelling is available of suitable design for a resident faith worker.

M7 Prior to the commencement of the 301<sup>st</sup> Dwelling, the Owners shall make available temporary meeting and office space for a place of worship and related uses in the Western Neighbourhood Centre

#### **Public Art and Culture (p. 83-84)**

M8 Prior to the commencement of the 150<sup>th</sup> Dwelling a Public Art and Culture Strategy shall be submitted by the Owners to the District Council and agreed. This will be produced by a Public Art and Culture Consultant (public art champion) who shall have been commissioned by the Owners to prepare and facilitate the implementation of a Public Art and Culture Strategy.

M9 The Public Art and Culture Strategy shall include details of:

- artistic input into design, development and delivery of built and natural environments;
- art projects funding;
- community involvement in art projects and design; and
- provision of a public art champion to facilitate distribution of funds for art initiatives
- provision of facilities to hold cultural events and activities.
- A timetable for the implementation of the contents of such strategy

M10 The Owners shall allocate £2,000,000 for Public Art and Culture to be incorporated within the design and specification of the development and a schedule of expenditure shall be maintained throughout the development and made available to the District Council to demonstrate that a specific investment has been made to benefit the public realm and not on architectural design advice.

M11 Up to 10% of the £2,000,000 identified above in M10 shall be applied to producing the Public Art and Culture Strategy and for the continuing engagement of a public art champion throughout the period of development.

#### **SAC/SPA Contribution (p. 84)**

M12 The Owners shall pay £170,000 towards the actions in the Tamar and Yealm Estuary Management Plans that are linked to the management of off-site recreational impacts within the Plymouth Sound & Estuaries Special Area of Conservation (SAC) and Tamar Estuaries Special Protection Area (SPA). This contribution will be paid in tranches at the 1<sup>st</sup>, 700<sup>th</sup>, 2300<sup>th</sup> and 4000<sup>th</sup> Dwellings.

#### **Town Hall (Multi-Agency Community Governance Building) (p. 84)**

CI1 The Owners shall construct a Town Hall in the High Street providing a building of not less than 1,500 sqm with space to be made available for community related uses as follows:

- The Town Hall shall include as a minimum an area capable of accommodating a reception, common reception hall, offices and meeting rooms, and facilities to be shared with other uses including voluntary services and community activities (including temporarily a place of worship) as appropriate.

- Offices and meeting space shall be made available to:
  - Community Trust (200 sqm) which shall be provided at a peppercorn rent for as long as it is required by the Community Trust.
  - Town Council, Citizens Advice Bureau and other voluntary services as appropriate (115 sqm).
  - Police public access 'shop-front' (90 sqm).
  - Multi-functional meeting space, most of which will be capable of being available as one public meeting space (175 sqm),
  - Space for local authority 'hotdesks' up to a maximum of 3 staff (60 sqm).
  - Mini-cinema / presentation / event room (250 sqm)
  
- Other facilities at the Town Hall to include:
  - Area for the display of archaeological and other historical artefacts found in or on the Site and historical archives directly related to the Site
  - Kitchen facilities
  - Public toilets
  - Provision of 14 car spaces, including 4 secure spaces for police use and 2 for a Car Club

The Town Hall may also include a café, catering facilities, plus additional office and meeting rooms functioning as a Managed Workspace Facility delivered according to paragraph EC3.

- CI2 The Town Hall shall be made available before the commencement of the 1,301<sup>st</sup> Dwelling. Temporary community infrastructure facilities may be located either in the first Primary School or in vacant retail / office space or temporary buildings within the Western Neighbourhood until delivery of the Town Hall.

### **Library and Information Centre (p. 85-86)**

- CI3 The Owners shall provide the building or space to house the Library and Information Centre of 500m<sup>2</sup> gross (in the case of a separate building) or 400m<sup>2</sup> net (in the case of space within the Town Hall) together in each case with its full fitting out including bookstock. It is expected to be incorporated into, or contiguous with, the Town Hall, but it may be built in a separate Town Centre location subject to agreement with the County Council. It shall either be delivered in phase with the Town Hall or prior to the 2,301<sup>st</sup> completion if not part of the Town Hall. If not built by the Owners then the Owners shall provide fully serviced land of 0.25 ha and a contribution of £1,500,000 (for build and fit out) and £200,000 for book stock.
- CI4 The Library and Information Centre shall be capable of expanding by 190m<sup>2</sup> if further expansion of Sherford were subsequently approved. Funding for the additional space will be provided by the owners of the expansion land.
- CI5 The Owners shall pay to the County Council £10,000 per annum from the 300<sup>th</sup> Dwelling to cover the delivery of a temporary mobile library facility until a permanent library is established.

## **Recycling Facility, Community Reuse and Repair Centre and Ground Maintenance Building/Facility (p. 86-87)**

- CI7 The Owners shall provide or pay the following:
- Pay to the County Council a sum of £750,000, in tranches up to the 1,000<sup>th</sup> Dwelling, as a proportionate, off-site, contribution towards the construction or up-grading of an appropriate recycling facility.
  - Provide by the 3,001<sup>st</sup> Dwelling completion fully serviced land of 0.5 ha capable of accommodating a Community Re-use and Repair Centre and to pay the District Council £100,000 to cover the cost of construction, or to provide on the site, a suitable building for the Centre for carrying out repairs and the storage of re-usable items
  - If required on-site, construct a fit for purpose ground maintenance building and facility available to coincide with the transfer of responsibility of the ongoing ground maintenance to the Community Trust, Management Company or Relevant Council as agreed. Alternatively to pay the District Council £250,000 to be used for the delivery of an off-site grounds maintenance building in a nearby location capable of serving the grounds maintenance needs of Sherford and the Community Park.

## **SCHEDULE 7 - COMMUNITY TRUST (p. 89-97)**

### **Form of Community Trust (p. 95)**

- CT1 The scope of the constitution and management structure and terms of reference and responsibilities of the Community Trust and the Management Company will be agreed prior to commencement of development and defined in detail prior to the 1<sup>st</sup> Dwelling. The Broad Principles of the Constitution are attached to the agreement as an Appendix.
- CT2 The Community Trust shall be operational prior to the first residential occupation.
- CT3 The membership of the Community Trust Board will, from time to time, be agreed and defined by the Community Trust. It is likely that the membership could be drawn from the following organisations/bodies:
- (a) the Owners / Town Developer
  - (b) South Hams District Council
  - (c) Devon County Council
  - (d) Plymouth City Council
  - (e) Brixton Parish Council (until role passes to new Town Council)
  - (f) Sherford Town Council
  - (g) Residents and property owners of Sherford
  - (h) Neighbourhood Community Representatives
  - (i) Other individuals bringing necessary skills and abilities (e.g. Education Heads)

### **Community Trust Contribution (p. 95-96)**

- CT5 The Owners shall pay from the 1<sup>st</sup> Dwelling an appropriate level of funding to the Community Trust to cover the initial operating overhead of the Trust and employ staff currently agreed at £910,000, phased as agreed with the District Council, to promote the following aspects of the community:

- (a) Sustainable living (Green Travel, Recycling, Conservation etc)
- (b) Waste re-use, repair, and recycling
- (c) Economic development and job creation
- (d) Community asset management
- (e) Community development
- (f) Travel plan co-ordination

- CT6 The Owners shall appoint a Travel Plan Coordinator (in conjunction with HW12a) whose role is (but not exhaustively)
- To work with the highway authorities and neighbouring large developments to ensure all forms of transport are available and coordinated
  - Monitoring and measuring trips undertaken by employees, visitors and residents of Sherford
  - Advising on personalised travel planning, cycle use and car sharing and arranging for all necessary publicity
  - Working with and actioning of (where appropriate) any requirements of the Transport Advisory Group as defined by the Framework Travel Plan and as described in HW12a, as well as devising a car parking strategy, and consequent orders, parking charges (if relevant) etc.
  - Facilitating a mechanism for the Framework Travel Plan to evolve

### **Premises (p. 95)**

The Owners shall make available permanent premises within the Town Hall for the Community Trust to operate from (at peppercorn rate). Until the permanent premises are available the Owners shall make available temporary premises (also at peppercorn rent) in the Western Neighbourhood.

### **Community Trust Income (p. 96)**

The Owners shall ensure that the Community Trust has the ability to secure Community Trust Fees from Property Owners via the Owner's management company from the 1<sup>st</sup> Dwelling Occupation and at the Owners cost

### **Community Management (p. 96-97)**

The Owners shall ensure that the Community Trust is consulted in respect of the design and ongoing management of any Facilities which are delivered and managed by the Owners or its management company/ies and that could be subsequently managed or owned by the Community Trust

The Owners shall ensure that the Community Trust is kept informed on at least an annual basis of the status of the delivery and management of Facilities in general and if it intends to hand a Facility over to the Community Trust the Owner will provide detailed information in regards to the operational costs and revenues

## **SCHEDULE 8 - PROFESSIONAL SERVICES (p. 98-101)**

### **Resourcing Contribution (p. 100)**

PS1 The Owners shall provide appropriate funding to support the following activities (subject to Service Level Agreements),

- **Development Control**  
To pay to the District Council £31,500 per annum for 12 years from the grant of outline permission in respect of the provision of staff resources to ensure availability to provide pre-application advice, process applications and discharge the planning conditions.  
To pay to the District Council £10,000 per annum for 12 years from the grant of outline permission in respect of the provision of staff resources to ensure availability to monitor the S.106 Agreement and process applications and decisions.
- **Landscape and Recreation**  
To pay to the District Council £31,500 per annum for 12 years provision of staff resources to ensure availability to assess, approve, monitor and manage work associated with the implementation of landscape, leisure, recreation and ecological strategies during development.
- **Urban Design**  
To pay to the District Council £15,000 per annum for 12 years provision of staff resources to ensure availability to assess, approve, monitor and manage work associated with the urban design aspects of all applications relating to Sherford and to review compliance of development with the Town Code and provide administrative and organisational support for the Sherford Review Panel and to be a representative of the LPA on the Panel.
- **Sherford Review Panel**  
To pay to the District Council £20,000 per annum for 12 years to appoint an urban design specialist to sit on the Sherford Review Panel to assist with the review of compliance of development with the Town Code and the review of those Codes.  
To pay £10,000 to the District Council to off-set the costs of setting up and organising the Sherford Review Panel.

Any planning application fees paid by the Owners that are designed to cover the same services as are described above will be deducted from the above payments.

### **Sustainability (p. 100-101)**

PS2 The Owners shall pay up to a total of £61,168 to engage an appropriate Sustainability Assessor to independently assess the sustainability performance of the planning application and development at the 700<sup>th</sup>, 2200<sup>th</sup> and 3700<sup>th</sup> Dwellings.

### **Administration Contribution (p. 101)**

- PS3 The Owners shall pay up to £40,000 for the creation of, and first elections to, a new Town Council and up to £10,000 for additional administrative support costs for Brixton Parish Council in the interim arising from the Development.

### **SCHEDULE 9 - ENERGY USE, GENERATION AND MEDIA (p. 102-108)**

#### **Renewable Energy (p. 105-106)**

- E1 The Owners shall provide on-site renewable energy sources to deliver 50% of Sherford's overall electrical energy requirement. The proposal in order to deliver this requirement is the erection of 2 x 120m (total height) wind turbines, the first by the 1000<sup>th</sup> Dwelling will be provided by the Owners. The net income from this turbine will be reinvested into the Community.

Should it be viable or receive sufficient grant or other funding to make it viable, the second turbine will be required by the 4000<sup>th</sup> Dwelling.

In the event that all necessary planning permissions are not granted for the above wind turbines or if the second turbine cannot be provided on a self-funding and/or commercial basis, there shall be a review of the Energy Strategy to establish a revised renewable energy target achievable by alternative technology at the same cost to the Owners. Any review of the target shall look to maximise the provision of renewable energy generated on site at no extra cost to the Owners and to increase the opportunity for funding of renewable energy generation capacity through the securing of appropriate grant funding and/or commercial support.

The Owners will also use Reasonable Endeavours to set up an energy services company (ESCO) to manage the energy delivery at the development.

#### **Build Standards (p. 108)**

- E2 All housing shall achieve an Eco-Homes 'Excellent' rating; other buildings shall achieve a BREEAM 'Excellent' rating.
- E4 The Owners shall construct all of the buildings at Sherford to achieve at a minimum the following Carbon Reduction Targets (phrased as minimum CO2 emission rate reduction compared to 2006 Part L Building Regulations):
- Stage 1 (0-2,300 Dwellings) 25%
  - Stage 2 (2,301- 4,000 Dwellings) 35%
  - Stage 3 (4,001 – 5,000 Dwellings) 50%
  - Stage 4 (5,001 plus Dwellings) 60%

#### **Community Website (p. 106-107)**

- E5 The Owners shall provide throughout the development infrastructure in the form of ducts and fibre optics into every building to ensure that each building has cabling for 'Hi-band' high bandwidth communication (being significantly faster transmission rates than current

broadband standard) and service delivery (including phone, internet, television, video and interactive services).

- E6 The Owners shall build and provide (prior to the 1st residential occupation) and to enhance and develop in phase with the development a community intranet facility and website providing portal links to content of stakeholders, service providers and the community itself as well as hosting information for residents on topics, including:
- Welcome / orientation information for new residents
  - Sustainable Transport options
  - Local services including health, education and local authority service interaction
  - Local business and jobs including a Sherford Business portal
  - Recycling and waste collection
  - Local events
  - Activities and decisions of the Community Trust and Town Council
  - Profile of community facilities available at Sherford, including details of access etc
  - Progress of the Sherford development and communications with the developer
- E7 The Owners shall transfer, at no cost the intranet facility and website to the Management Company / Community Trust and at such time make available necessary funding required for the purposes of ongoing operational management/maintenance to the end of the development period.

#### **Research and Development Centre (p. 107-108)**

- E8 The Owners shall make available 0.25ha of serviced land for a Research and Development (R&D) Centre from the commencement of the 301<sup>st</sup> Dwelling, to provide the opportunity for research into advances in construction and technology throughout the period of development to ensure the appropriate use of materials, technologies and methods to inform ongoing development. The R&D Centre may re-locate subject to the agreement of all parties. Relocation costs shall be borne by the initiator of the move.

#### **Monitoring (p. 108)**

The Owners shall at the Review Stages provide all necessary information for the Sustainability Assessor (see PS2) to be able to accurately assess the renewable energy production of the development at each Review Stage

### **SCHEDULE 10 - DESIGN CODES AND SHERFORD REVIEW PANEL (p. 109-116)**

#### **Establishment of the Sherford Review Panel (p. 113-114)**

- DC1 A review mechanism shall be agreed allowing for the evolution and refinement of the Town Code. This shall include the establishment prior to the first Reserved Matters Application of the Sherford Review Panel (SRP). The membership of the SRP will comprise the three local authorities (Devon, South Hams and Plymouth), Red Tree as the town developer and an urban design specialist (The Prince's Foundation for the Built Environment)

## **Process of Submission and Review of the Detailed Design Codes (p. 114-115)**

DC2 Detailed Design Codes shall be prepared for all areas which are the subject of Reserved Matters applications pursuant to the outline permission. Detailed Design Codes shall be prepared in general accordance with the Town Code and general urban form defaulting to the Town Plan unless otherwise agreed as appropriate through the Design Code process. The Detailed Design Code shall be submitted to the SRP for certification of compliance with the Town Code. In accordance with the approved Detailed Design Code the applicant shall then prepare the relevant Reserved Matters Application. In the event that the Detailed Design Code is not certified compliant by the SRP then the applicant will be required to revise and resubmit the Detailed Design Code or, submit the Reserved Matters application with a certificate of non-compliance issued by the SRP or submit the Reserved Matters application with a statement that the SRP has failed to issue a certificate within the specified time.

## **Cost and Expenses of the Sherford Review Panel (p. 114)**

DC3 The Owners shall pay the cost of engaging an independent authoritative urban design body to sit on the SRP and to pay for the setting up and organising of the Panel, all using appropriate funds specifically identified in PS1.

## **SCHEDULE 11 - HIGHWAY AND PUBLIC TRANSPORT WORKS (p. 117-134)**

### **Sherford Road (p. 127)**

The Owners shall not occupy any Dwellings until they have carried out a scheme of works to manage the speed and volume of traffic and provide a permanent cycle and pedestrian connection between the Development and Sherford Road

### **Major Works (p. 133)**

HW1 The Owners shall contribute £11,800,000 by defined trigger dates (the Major Works Contribution) which will fund significant transport infrastructure works in the east of Plymouth and including as necessary further work to Deep Lane Junction and improvements on the A379 and A374 to facilitate the new HQPT service. Phasing will be in accordance with the requirements of the programme of works delivered.

### **Stanborough Cross Junction and Haye Road (p. 129)**

HW2 The Owners shall carry out improvement works to Stanborough Cross junction and Haye Road and to complete the same before the occupation of the 6<sup>th</sup> Dwelling.

### **Red Lion Hill (p. 129) and Bullers/Plympton Hill (p. 133)**

HW3

- Red Lion Hill - the Owners shall pay up to £75,000 prior to the commencement of the 1,201<sup>st</sup> Dwelling to the County Council to provide safety improvements at and in the vicinity of the junction of Red Lion Hill and the A379.

- Bullers / Plympton Hill - the Owners shall pay up to £25,000 to the County Council towards appropriate traffic management measures to be agreed by the County Council.

#### **North Elburton Cycle Connection, NCN Works (p. 127) and Saltram Link Works (p. 133)**

- HW4 The Owners shall pay the following sums to deliver the cycle and pedestrian links described in a) to e) below:
- £100,000 to the County Council prior to the Occupation of the 2,301<sup>st</sup> Dwelling for the connection from the Community Park to the National Cycle Network (NCN2) (Sherford / Railway link connection).
  - £55,000 to the City Council prior to the Occupation of the 1,201<sup>st</sup> Dwelling for the improvement of NCN2 west of the connection described in a) above and to Elburton (Dawes Lane)
  - £100,000 to the County Council prior to the Occupation of the 2,301<sup>st</sup> Dwelling for the improvement of NCN2 and associated links east of the connection described in a) above (Eastward Works)
  - £175,024 to the City Council prior to the 700<sup>th</sup> Dwelling for the link between Sherford and Saltram Park (Saltram Link) if not delivered by the Owners beforehand
  - £300,000 to the City Council on receipt of notice from the City Council for the link north of Elburton (North Elburton Connection)

#### **Deep Lane Junction (p. 129-130)**

- HW5 The Owners shall provide / construct
- Traffic signals at the junction of the westbound on and off slip at Deep Lane before any construction commences on site (to assist the passage of construction traffic).
  - Stages 1 and 2 of the Deep Lane Junction Improvements prior to the occupation of the 1,301<sup>st</sup> Dwelling.

For the avoidance of doubt the Owners' obligations in regard to any improvements to Deep Lane Junction beyond stage 2 will be met in full by the payment of the Major Works Contribution.

#### **Main Street (p. 128-129)**

- HW7 The Owners shall construct the Main Street as follows:
- Complete the Haye Road link, for construction access, prior to the occupation of the 1<sup>st</sup> Dwelling (Main Street Phase 1) and fully open the Haye Road link by the 170<sup>th</sup> Dwelling (earlier if needed on request of the City Council)
  - Complete and make available for use the Main Street between Haye Road and Brixton Road prior to the occupation of the 701<sup>st</sup> Dwelling (Main Street Phase 2)
  - Complete and make available for use the Main Street between Brixton Road and Deep Lane Junction before the occupation of the 1,301<sup>st</sup> Dwelling (Main Street Phase 3)
  - Complete the conversion of the centre of the High Street to Bus Lanes at a time agreed by the Transport Advisory Group (as defined in the Framework Travel Plan, HW12a)

### **Park and Ride Facility (p. 127-128)**

- HW8 The Owners shall complete and make available for use;
- a) the Park and Ride (Phase 1) - with a capacity of 500 spaces by the occupation of the 1,301<sup>st</sup> Dwelling. The Park and Ride site shall have an appropriate range of associated facilities which will be constructed and available for use in step with the new community and the growth of patronage of the Park and Ride site.
  - b) the Park and Ride (Phase 2) - an extension to the Park and Ride up to a maximum capacity of 1,000 cars. The capacity of the Park and Ride (Phase 1) site shall be monitored and the Park and Ride (Phase 2) shall be delivered in line with the growth of patronage of the Park and Ride or by the 4,001<sup>st</sup> Dwelling whichever is sooner.

### **Public Transport and High Quality Public Transport (HQPT) (p. 130-133)**

- HW10 The Owners shall make available to the City Council a Public Transport and Sustainability Contingency Fund of £4,361,363 (£420,000 of which is the Additional Modeshift Measures Sum in HW12a) in support of a three phase public transport strategy to enable the introduction of a sustainable Public Transport provision at Sherford culminating in a HQPT bus service from Deep Lane Park & Ride through Stanborough Cross to Plymouth city centre:
1. Phase 1 being an hourly service (expected to be the diversion of an existing bus service through the Sherford development) on a route from Langage through to the City Centre from the 51<sup>st</sup> Occupation
  2. Phase 2 being a 20 min (target) to 30 min (minimum) bus service (either a new bus service or the extension of the Phase One service if appropriate) originating in Sherford on the same route commencing from the 300<sup>th</sup> Dwelling unless agreed otherwise with the City Council
  3. Phase 3 being a full HQPT service including:
    - a. A public transport service operating from 6am through to 7pm Monday to Friday linking the Sherford Park and Ride with the City Centre with a frequency of 10 minutes.
    - b. A public transport service from 6am to 11pm Monday to Saturday and 9am to 7pm on Sunday linking Sherford to the City Centre

£342,000 shall be paid at the occupation of the 1,100<sup>th</sup> Dwelling. This contribution shall provide mitigation for Sherford's impact on the Manadon junction as directed by the Highways Agency. This amount shall be used either for a local bus route servicing Plymstock, Plympton and Derriford or could be used to provide other forms of mitigation on Manadon Junction for example, improvements to Mannamead Road or a provision of other bus services through Manadon as directed by the Highways Agency.

The Owners will make a separate contribution of £60,000 towards the establishment and promotion of a Sherford Car Club (including for instance the funding of any householder who wishes to become a member of the Car Club at a discount).

- HW12c A contingency fund of £500,000 (called the Additional Onsite Bus Measures sum) shall be made available by the Owners for physical highway alterations within Sherford in the event that there is undue impedance to the bus on the Main Street.

## **Framework Travel Plan and Travel Plans (p. 133-134)**

HW12a The Owners shall make available a sum of £420,000 to support measures to promote use of alternatives to the car (or more efficient use of cars) (the Additional Modeshift Measures Sum) by residents of Sherford in accordance with a Framework Travel Plan (attached as an appendix to the agreement). Such Plan will promote modal shift in the event that trip rates using cars are exceeding those provided for in the Sherford Transport Assessment. These funds, as required, should be utilised on the following potential initiatives (but not exhaustively listed)

- Public transport information terminals
- Public transport revenue support
- Any other initiatives as agreed between the Owners and the highways authorities, including parking charging, Orders, and the cost of implementing same
- Any other matters arising from the Framework Travel Plan not covered by CT5 and CT6.
- Smart Cards
- Extension of Real Time passenger information
- Discounted public transport tickets

The Owners shall comply with the provisions set out in the Framework Travel Plan including:

- Establish and maintain the Transport Advisory Group
- Undertake the monitoring and reporting requirements
- Appoint and meet the salary cost of the Travel Plan Co-ordinator

## **SCHEDULE 12 – ECONOMY (p. 135-139)**

### **Managed Workspace Facility (p. 138-139)**

EC3 The Owners shall use Reasonable Endeavours to facilitate the provision at Sherford of a managed workspace facility (of at least 390 sqm) to allow local business start up and development before the commencement of the 2,300<sup>th</sup> Dwelling. This shall include a range of unit sizes, flexible leasehold arrangements and a range of business support and device services and common use areas. Such flexible serviced work space shall (unless otherwise agreed) be made available at market rent.

### **Employment and Training (p. 137-138)**

EC5 The Owners shall facilitate structured skills training on site and in local training centres in the City and the District for residents of and school leavers within the Plymouth travel to work area in the construction process and in specialist construction areas in accordance with a scheme of implementation and monitoring (Skills Training Scheme) approved in writing by the District Council and City Council prior to the commencement of development. To pay a contribution of £250,000 to the Relevant Bodies for this purpose. (Relevant Bodies to be defined to include CITB, Plymouth CFE, and SDC.). Such contribution to be phased as defined by the scheme.

The scheme shall define the manner in which the Owners will use Reasonable Endeavours to ensure that all contractors employed in the construction of the approved development operate apprenticeship training schemes during the life of their contracts.

The scheme shall define the manner in which the Owners will use Reasonable Endeavours to ensure that where possible contractors employed in the construction of the approved residential development employ building trainees under the age of 25 to a minimum of NVQ Level 2 or equivalent from the administrative areas of Plymouth City Council and South Hams District Council.

- EC4 The Scheme will also identify mechanisms by which the Owners will provide appropriate support services for migrant workers. Records shall be kept to monitor the success of the scheme.

### **SCHEDULE 13 - REVIEW AND MONITORING (p. 140-142)**

- RM1 A review shall be undertaken at the occupation of the 700<sup>th</sup> Dwelling, occupation of the 2,200<sup>th</sup> Dwelling and occupation of the 3,700<sup>th</sup> Dwelling. This shall consider: the Masterplan, Phasing, Housing mix (including wheelchair accessible), Design Codes, Travel Plan, the provision of Open Space, the Sustainability Assessors report and retail and leisure floor space provision, the progress against delivery requirements of Education and Health provision and of Transport matters.

The review shall have due regard to the relevant Housing Market and Needs Assessment and supplementary updates. The Reviews will also cover the relevant changes in legislation and policy affecting the standard of development.

The purpose of the review will be to assess their implementation to date and relevance to future needs and those documents which may be amended by the agreement of all Parties, at which time clauses within the Section 106 Agreement may need to be varied.

The Review will be carried out over the period taken to construct 300 Dwellings and subject to agreement between the Parties the Section 106 may be amended.

- RM2 All Parties shall carry out or fund monitoring work (covered by contributions towards professional services in PS1 above) reasonably required in preparation for Review and where needed to inform planning conditions or S.106 clauses.

### **SCHEDULE 14 - HANDOVER (p. 143-160)**

#### **Identification of Facility Land for a Facility and Safeguarding of Facility Land (p. 151-153)**

The Owners shall Identify the land for each Facility, the Relevant Council will agree the location and the Owners shall safeguard that land for its intended use.

#### **Provision by the Owners of a Facility or Facility Land (p. 153-157)**

- CF1 A Public Access and Management Regime, including details of community access, shall be submitted for each Facility (which includes community buildings, open space, sport

and recreation facilities) prior to the commencement of construction of that Facility. Laying out and/or construction of such Facility shall not commence until such management regime has been approved in writing by the Relevant Council

- CF2 The Owners / Management Entity will retain ownership of and therefore management responsibilities for the Facilities, unless otherwise agreed by the Relevant Council.
- CF3 Provision for the transfer / lease / licence to the Relevant Council of a Facility shall be subject to:
- agreement to the principle and terms of such adoption by the Relevant Council; and
  - payment of such appropriate commuted sums as the Relevant Council may agree.
- CF4 Provision for the transfer / lease / licence of a community facility to a Management Entity / Community Trust shall be subject to:
- agreement by the Relevant Council to the identity of the Management Entity / Community Trust and the principle and terms of such transfer;
  - agreement of the Management Entity / Community Trust to the transfer; and
  - payment of such appropriate commuted sums as the Relevant Council may approve

#### **Return of Facility or Facility Land to Owners (p. 158-159)**

If a Facility or Facility Land is not being used or is not Committed for Use for a period in excess of 12 calendar months then the land will be returned to the Owners

#### **SCHEDULE 18 - SECURITY (p. 165-167)**

- G1 The Owners shall provide Adequate Security in the form of Bonds or Charges over land for due performance of the planning obligations imposed by this Section 106 Agreement in respect of such Development as are described in the Security Table appendix in a form approved by the Relevant Council.

#### **SCHEDULE 19 - ALTERNATIVE EXPENDITURE ITEMS (p. 168-170)**

- G3 If before repayment of any contribution made pursuant to this Agreement is due the Relevant Councils consider it expedient to apply and expend unspent monies to other provision for which contributions have been made or for which contributions have been reduced or foregone for reasons of viability then the Relevant Councils with the agreement of the Owners may apply such monies for other agreed provision (excluding affordable housing) and this process will be repeated until such monies are exhausted.