2019

SLA PROPERTY COMPANY LIMITED (1)

TO

AYLESBURY VALE DISTRICT COUNCIL (2)

DEED OF VARIATION OF A SECTION 106 AGREEMENT Dated 1 AUGUST 2018 AND MADE

Under Section 106A of the Town and Country Planning Act 1990
Relating to Land off Nash Road, Great Horwood

BETWEEN

- (1) SLA PROPERTY COMPANY LIMITED (Company Registration Number 1203396) whose registered office is at 153 Princes Street, Ipswich, Suffolk IP1 1QJ (the "Owner"); and
- (2) AYLESBURY VALE DISTRICT COUNCIL of The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire ("District Council");

RECITALS

- (1) The District Council is the local planning authority for the purposes of the 1990

 Act for the area in which the Land is situated and by whom the obligations in this Deed are enforceable
- (2) The Owner is the freehold owner of the Land registered at HM Land Registry under title number BM262945
- (3) The District Council decided under delegation to approve the Planning Application and grant the Planning Permission subject to a S. 106 Agreement to secure: 1) a SuDS and management scheme; 2) on-site affordable housing; 3) a Financial Contribution toward open space and leisure; and 4) the provision of open space and buffer area ("the Requirements")
- (4) A Section 106 Agreement between the District Council and the Owner was completed on 1st August 2018 which secured the Requirements save the provision of open space and buffer area
- (5) In order to be compliant with Policy 4 of the Nash Neighbourhood Plan (Land off Nash Road) the Council has requested and the Owner has agreed to secure the provision of open space land and buffer area via a planning

- obligation
- (6) In the light of the Owner agreeing to the planning obligations related to open space and buffer area, the Council have agreed to remove the Sports and Leisure obligations secured in the Principal Agreement
- (7) The Council has given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and are satisfied that the planning obligations secured by this Deed of Variation are 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
- (8) The Parties have agreed to enter into this Deed of Variation to vary the Principal Agreement so that the obligations contained herein will be binding not only upon the Owner and the Council but also upon their successors in title and any person claiming or deriving title through under or in trust for them
- (9) This Deed is made pursuant to sections 106 and 106A of the 1990 Act and is supplemental to the Principal Agreement should be read in conjunction with the Principal Agreement

1. Interpretation

- 1.1 All words and phrases defined in the Principal Agreement shall have the same meaning in this Deed save where the context otherwise requires and for the avoidance of any doubt the Principal Agreement shall remain in full force and effect save as varied by this Deed
- 1.2 All references in this Deed to clauses in the Principal Agreement are to clauses within the Principal Agreement
- 1.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause

schedule or recital of this Deed

1.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not effect the construction of this Deed

2. General Provisions

- 2.1 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice-versa.
- 2.2 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 2.3 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.
- 2.4 The expressions "Owner" and "District Council" shall include their successors in title and statutory functions respectively claiming through in or under them
- 2.5 The obligations set out in this Deed will not be enforceable against any statutory undertaker with an interest in any part of the Land for the purpose of the supply of electricity gas water drainage or telecommunication services
- 2.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after such person has parted with their entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 2.7 This Deed shall cease to have effect (only insofar as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if without the Owners' consent the Planning Permission is modified by any statutory procedure or it expires prior to the

Commencement of the Development.

- 2.8 Covenants given in this Deed:
 - 2.8..1 if given by more than one person are made jointly and severally; and
 - 2.8.2 are given to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land; and
 - 2.8.3 are given to the intent that the same shall operate as a land charge on the Land and shall be registered in the Register of Local Land Charges;
- 2.9 For the avoidance of doubt references to "this Deed shall include the Schedules and Appendices to this Deed of Variation.
- 2.10 The obligations assumed by the Owner in this Deed:
 - 2.10.1 are planning obligations for the purposes of section 106 of the Town and Country Planning Act 1990
 - 2.10.2 are obligations under the Principal Agreement; and
 - 2.10.3 vary provisions contained within the Principal Agreement to the extent and in the manner herein contained
- 2.11 This Deed is a local land charge and shall be registered as such

3. Council's Obligation

- 3.1 The Council shall on the completion of this Deed issue the Planning Permission which shall be in the form annexed hereto at Annexure 1.
- 3.2 The Council shall pay the Owner's costs in the sum of £

4. Owner Covenants

Subject as provided in this Deed the Owner hereby for themselves and for any person deriving title from them undertake agrees declares and covenants to the Council that they shall carry out perform and be bound by the obligations set out in this Deed and that the Land shall be subject to the obligations as to the manner of carrying out the Development set out in this Deed.

5. Jurisdiction

This Deed shall be governed by and interpreted in accordance with the law of England and Wales and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Deed.

6. Variation to the Principal Agreement

It is HEREBY AGREED between the parties to this Deed that on and from the date hereof the Principal Agreement shall be read and construed and shall take effect varied as follows:

- 6.1.1 In Clause 1 (Interpretation) of the Principal Agreement, the defined terms for:1)"Ready Reckoner"; 2) "Sports and Leisure Contribution"; 3) "Sports and Leisure Project"; and 4) "Sports and Leisure SPG" shall be deleted.
- 6.1.2 Throughout the provisions of the Principal Agreement any reference to the terms set out in clause 6.1.1 and any obligations pertaining to them shall be deleted and disregarded.
- 6.2 In Clause 1("Interpretation") of the Principal Agreement the following defined terms shall be added:

"Commuted Sum" means a sum calculated at a rate of £58,800 (fifty eight thousand eight hundred) per hectare of the Open Space Land (or such higher figure as may be specified in updated versions of Appendix A to the Good Practice Guide which is in force at the time when a particular area of the Open Space Land is ready to be transferred to the Great Horwood Parish Council) such sum to be increased by the amount (if any) equal to the rise in the Index from the date of this Deed of Variation until the date actual payment of the sum and which is to be paid by the Owner to the District Council for the future maintenance of the Open Space Land

"Management Body" means a company or organisation that may be appointed by the Owners and approved by the Council for the future management and maintenance of the Open Space Land

"Open Space Land" means: 1) A landscape buffer of .4ha as shown on the attached Open Space Plan provided between the Development and the existing houses adjacent to the Development in order to sustain the significance of the adjoining Great Horwood Conservation Area and to safeguard the amenity and privacy enjoyed by neighbouring residents; and 2) The area of land to the north of Development as broadly indicated on the Open Space Plan to be provided as a landscaped amenity

"Open Space Management Plan" means the detailed plans for the ongoing maintenance and management of the Open Space Land to be provided in accordance with nationally recognised current best practice and the advice set out in the Good Practice Guide as applicable

"Open Space Plan" means the plan showing the Open Space Land annexed to this Deed at the Sixth Schedule.

6.3 Schedule 4 of the Principal Agreement shall be deleted and replaced as follows:

THE FOURTH SCHEDULE

Obligations relating to Open Space and Buffer

The Owner covenants as follows:

- 1) Prior to the Occupation of the Development to offer to the Great Horwood Parish Council the transfer of the Open Space Land for nil consideration AND FOR THE AVOIDCANCE OF DOUBT the Owner shall pay all reasonable costs and disbursement costs associated with registering the transfer with HM Land Registry
- 2) The Owner shall pay to the District Council on or before the date of completion of the transfer of the Open Space Land to the Great Horwood Parish Council the Commuted Sum

- 3) In the event the Great Horwod Parish Council declines to accept the transfer (within 28 days of the date of the offer) of the Open Space Land to appoint a Management Body prior to the Occupation of the Development for the management of the Open Space Land in perpetuity and in accordance with the Open Space Management Plan approved in writing by the Council (acting reasonably)
- 4) To provide to the Council written details of any Management Body appointed to manage and maintain the Open Space Land
- 6.4 A new Schedule 6 shall be added to the Principal Agreement as follows:

THE SIXTH SCHEDULE

OPEN SPACE PLAN

IN WITNESS whereof this Deed	was	duly	executed	the	day	and	year	first	before
written									
SIGNED AS A DEED BY)								
SLA PROPERTY)								
COMPANY LIMITED)								
acting by:									
Director: Ruste Director Secretary:	······		· · · · · · · · · · · · · · · · · · ·						
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Chairman Assistant Direct	tor								
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Monitoring Officer

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AYLESBURY VALE DISTRICT COUNCIL

Town and Country Planning Act 1990

16/00877/APP

Mr David Coles 1 Cobbs Court High Street Olney Bucks MK46 5QN United Kingdom Mr Paul Flello
The Old Stables
Thornton Road
Beachampton
Buckinghamshire
MK19 6DU
United Kingdom

Subsequent to your application that was valid on the **11th March 2016** and in pursuance of their powers under the above mentioned Act and Orders, Aylesbury Vale District Council as Local Planning Authority **HEREBY PERMIT:**-

Residential development of 14 dwellings with associated garaging and parking and formation of new access.

AT:- Land Off Nash Road Great Horwood Buckinghamshire

Approved Drawing Number(s):-

15053 (D) 100 REV A, 15053 (D)210 15053(0)215, 15053 (B) 020A 15053(0)216, 15053(0)220, 15053 (D) 221, 15053 (B) 022A, 15053(0)222, 15053(0)223, 15053(0)230, 15053 (B) 120A, 15053 (0) 231, 15053 (B) 121A, 15053(0)236, 15053 (B) 121A, 15053(0)240, 15053 (D) 097, 15053 (D) 261, 15053 (D) 097, 15053 (D) 261, 15053(0)262, 15053(0)210, 12529 / 01B 02/18/01 landscape plan, 02/18/02 planting detail, 02/18/03 planting detail

Subject to the following conditions and reasons:-

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.
- 1 Reason: To comply with the requirements of Section 91(1) of the Town and Country Planning Act, 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- The materials to be used in the development shall be as indicated on the approved plans unless otherwise approved in writing by the Local Planning Authority. Please also see note no. 5 on the back of this notice.
- 2 Reason: To ensure a satisfactory appearance to the development and to comply with policy GP35 of the Aylesbury Vale District Local Plan and the National Planning Policy Framework.

- The building(s) hereby permitted shall only be constructed with slabs at levels indicated on the approved drawing No. 12529 / 01B.
- Reason: For the avoidance of doubt and to ensure a satisfactory form of development and to comply with policy Policy 4 of the GHPNP and GP35 of the Aylesbury Vale District Local Plan and the National Planning Policy Framework.
- 4 No development shall take place on the building(s) hereby permitted until details of all screen and boundary walls, fences and any other means of enclosure have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter only be carried out in accordance with the approved details and the buildings hereby approved shall not be occupied until the details have been fully implemented. Please also see note no. 6
- 4 Reason: To ensure that the details and appearance of the development are acceptable to the Local Planning Authority and to comply with policy Policy 4 of GHPNP and GP35 of the Aylesbury Vale District Local Plan and the National Planning Policy Framework.
- The landscaping scheme as shown on drawing number 02/18/01, 02/18/02 and 02/18/03, shall be carried out not later than the first planting season following the first occupation of the last of the building(s) to be occupied or the completion of the development, whichever is the sooner.
- Reason: In the interests of the visual amenities of the locality and to comply with Policy 4 of the GHPNP and policy GP38 of the Aylesbury Vale District Local Plan and the National Planning Policy Framework.
- No development shall take place on the building(s) hereby permitted until full details proposed finished levels or contours for all landscaping areas have been submitted to and approved in writing by the Local Planning Authority. These works shall be carried out as approved prior to the first occupation of the development so far as hard landscaping is concerned and for soft landscaping, within the first planting season following the first occupation of the development or the completion of the development whichever is the sooner.
- Reason: In the interests of the visual amenities of the locality and to comply with Policy 4 of the GHPNP and policy GP38 of the Aylesbury Vale District Local Plan and the National Planning Policy Framework.
- Any tree or shrub which forms part of the approved landscaping scheme which within a period of five years from planting fails to become established, becomes seriously damaged or diseased, dies or for any reason is removed shall be replaced in the next planting season by a tree or shrub of a species, size and maturity to be approved by the Local Planning Authority.
- Reason: In the interests of the visual amenities of the locality and to comply with Policy 4 of the GHPNP and policy GP38 of the Aylesbury Vale District Local Plan and the National Planning Policy Framework.
- Development shall not begin until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include:
- o Discharge Rates
- o Discharge Volumes
- Ground investigations including infiltration rate tests in accordance with BRE365.

- o If infiltration is not feasible, surface water should discharge to the next most appropriate and practicable drainage option.
- o Justification for the exclusion of sustainable drainage components should be included
- o Detailed drainage layout with pipe numbers, gradients and pipe sizes complete with full construction details, together with storage volumes of all SuDS features
- o Phasing
- O Calculations to demonstrate that the proposed drainage system can contain up to the 1 in 30 storm event without flooding. Any onsite flooding between the 1 in 30 and the 1 in 100 plus climate
- o Details of overland flood flow routes in the event of system exceedance or failure, with demonstration that such flows can be appropriately managed on site without increasing flood risk to occupants, or to adjacent or downstream sites.
- Reason: The reason for this pre-start condition is to ensure that a sustainable drainage strategy has been agreed prior to construction in order to ensure that there is a satisfactory solution to managing flood risk in accordance with NPPF guidance.
- 9 No development shall take place until a programme of archaeological work / archaeological building recording* in accordance with a written scheme of investigation has been submitted by the applicant and approved in writing by the Local Planning Authority. The development shall only be implemented in accordance with the approved scheme. Please also see note no. 6 on the back of this notice.
- 9 Reason: To record or safeguard any archaeological evidence that may be present at the site and to comply with the National Planning Policy Framework.
- Prior to the occupation of the development the new access shall be designed in accordance with the approved plans. The access shall be constructed in accordance with; 'Buckinghamshire County Council's Guidance note, "Commercial Vehicular Access Within Highway Limits" 2013.
- 10 Reason: In order to minimise danger, obstruction and inconvenience to users of the highway and of the development in accordance with the guidance contained within the NPPF.
- Prior to the occupation of the development, minimum vehicular visibility splays of 79m from 2.4m back from the edge of the carriageway from both sides of the new access onto Nash Road shall be provided in accordance with the approved plans and the visibility splays shall be kept clear from any obstruction between 0.6m and 2.0m above ground level.
- 11 ReasonTo provide adequate visibility between the access and the existing public highway for the safety and convenience of users of the highway and of the access and in accordance with the NPPF guidance.
- Prior to occupation of the development, space shall be laid out within the site for parking and manoeuvring, in accordance with the approved plans. This area shall be permanently maintained for this purpose.
- Reason: To enable vehicles to draw off, park and turn clear of the highway to minimise danger, obstruction and inconvenience to users of the adjoining highway in accordance with the guidance contained within the NPPF
- Prior to occupation of the development, the off-site highway works shall be laid out and constructed in accordance with details to be first approved in writing with the Local Planning Authority. The highway works shall be secured through a S278 Agreement of the Highways Act 1980. For the avoidance of doubt the S278 works shall comprise of a 1.8m

wide footway along the northbound edge of Nash Road and including a suitable uncontrolled pedestrian crossing point to a new footway along the edge of the southbound edge of Nash Road fronting the public footpath.

Reason: In order to minimise danger, obstruction and inconvenience to users of the highway and of the development in accordance with the guidance contained within the NPPF.

Informative(s)

- No vehicles associated with the building operations on the development site shall be parked on the public highway so as to cause an obstruction. Any such wilful obstruction is an offence under S137 of the Highways Act 1980.
- It is contrary to section 163 of the Highways Act 1980 for surface water from private development to drain onto the highway or discharge into the highway drainage system. The development shall therefore be so designed and constructed that surface water from the development shall not be permitted to drain onto the highway or into the highway drainage system.
- It is an offence under S151 of the Highways Act 1980 for vehicles leaving the development site to carry mud onto the public highway. Facilities should therefore be provided and used on the development site for cleaning the wheels of vehicles before they leave the site.
- Your attention is drawn to the need to have regard to the requirements of UK and European legislation relating to the protection of certain wild plants and animals. Approval under that legislation will be required if protected habitats or species are affected by development. If protected species are discovered you must be aware that to proceed with the development without seeking advice from Natural England could result in prosecution. For further information or to obtain approval contact Natural England on 0118 958 1222.
- You are advised that Planning Obligations have been entered into in connection with this permission.
- 6 WORKING WITH THE APPLICANT/AGENT
- In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, the Council, in dealing with this application, has worked in a positive and proactive way with the Applicant / Agent and has focused on seeking solutions to the issues arising from the development proposal.

AVDC works with applicants/agents in a positive and proactive manner by:

- o offering a pre-application advice service,
- o updating applicants/agents of any issues that may arise in the processing of their application as appropriate and, where possible and appropriate, suggesting solutions.

In this case discussions have taken place with the Agent who responded by submitting amended plans as part of this application which were found to be acceptable and approval is recommended.

Your attention is drawn to the notes on the back of this form.

For and on behalf of the District Council



NOTES FOR FPP1; ADC1; AOP1, DOP1 & ATNP

1. APPEALS

If you are aggrieved by the decision of your Local Planning Authority to grant permission for the proposed development subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990. If you want to appeal, you must do so within 6 months of the date of this Notice, using a form which you can get from the Planning Inspectorate, 3/15a Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. You can also lodge an appeal via the internet at www.planningportal.gov.uk/pcs

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission without the conditions they imposed, having regard to statutory requirements, to the provisions of any development order and to any directions given under a development order. In practice the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

If either the local planning authority or the Secretary of State grants permission to develop land subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part V1 of the Town and Country Planning Act 1990.

2. BUILDING REGULATIONS

This Approval under the Town and Country Planning Act DOES NOT operate as a consent under the provisions of the Building regulations. A further application may be required under this legislation. You are advised to seek advice from the Council's Building Control section on this matter, by emailing bcontrol@aylesburyvaledc.gov.uk

3. PROTECTED SPECIES

Certain wild plants and animals are protected under UK and European legislation. Approval under that legislation is required if protected habitats or species are affected by development. If you discover protected species proceeding with the development without seeking advice from Natural England could result in prosecution. For further information or to obtain approval contact Natural England. Further details are contained in our leaflet 'Biodiversity and the Planning process'.

4. SUSTAINABILITY

We support the principles of sustainable design and construction, including: carbon management (energy efficiency and micro generation) as a central theme in design, build and use; the re-use of materials in construction projects; the sustainable management of water through water conservation (rainwater harvesting and water reuse) and the use of sustainable drainage systems (SUDS). We have published a Sustainable Construction Advisory Guide to help those involved in new build gain a better understanding and encourage the use of sustainable construction techniques in new developments. We will also provide basic guidance for interested parties on request. Further information can be found at CIRIA's SUDS website www.ciria.org/suds/icop.htm and the Building Research Establishment website www.bre.co.uk

5. MATERIALS

Please note that we cannot accept samples of materials at our offices. You should submit a Discharge of Conditions application (see note 6 below) with the materials fully specified, and then the case officer will make arrangements to view samples on site as required. Application forms are available on our web site (see link below).

6. DISCHARGE OF CONDITION(S)

A fee is payable for applications seeking confirmation that a) information submitted satisfies the requirements of a condition (including planning permission that has been granted on appeal) and b) a condition has been discharged.

For our current fees please visit our website https://www.aylesburyvaledc.gov.uk/section/step-2-you-apply
Please note that any number of conditions can be included on a single request but, if separate applications are made for each condition, a fee is required for each: i.e. if 4 separate application are made to discharge 4 conditions, total fees payable will be 4 x application fee.

You should submit a formal application using the standard 1APP form accompanied by the appropriate information, details or drawings. Applications can be made online via www.planningportal.gov.uk or you can download from our website at http://www.aylesburyvaledc.gov.uk/planning---building-permission/planning-application-forms/

7. STANDING ADVICE FOR DEVELOPMENT SITES WHERE THERE IS NO KNOWN HISTORICAL CONTAMINATION

If during development works contamination is encountered which has not been previously identified please contact the Environmental Health department immediately at envhealth@aylesburyvaledc.gov.uk. Works must cease on site until an appropriate remediation scheme is submitted to and agreed in writing by the local planning authority.

Failure to remediate site contamination during development could result in serious long-term health impacts to future users of the development.







NOTES:

NOTE: NO DIMENSIONS TO BE SCALED FOR CONSTRUCTION, DRAWINGS MAY BE SCALED FOR PLANNING PURPOSES ONLY, ALL DIMENSIONS TO BE CHECKED ON SITE, COPYRIGHT RESERVED.

