

**SANDLEFORD PARK, NEWBURY, BERKSHIRE**

**SECTION 106 UNILATERAL UNDERTAKING**

**APPEAL REFERENCE: APP/W0340/W/20/3265460**

**SUMMARY – AS AT 25 MAY 2021**

**1 PARTIES**

1.1 The s106 Unilateral Undertaking (s106 UU) is given [REDACTED] (together the Partnership), Skilldraw Limited a company controlled by the Partnership (Skilldraw) and Bloor Homes Limited (the Developer) to West Berkshire Council (the Council). The Partnership and Skilldraw are the current owners of the Site (the Owners) and the Owners give the obligations in the s106 UU. Bloor Homes has entered into option agreements with the Owners to acquire their respective landholdings and Bloor Homes enters into the s106UU to consent to the Owners entering into the s106 UU and the Site being bound by the obligations in the s106 UU.

1.2 The obligations are set out in a number of Schedules to the s106 UU namely:

- Schedule 1 Education
- Schedule 2 Community Facility and Local Centre
- Schedule 3 Public Open Space
- Schedule 4 Highways (see also Schedule 8)
- Schedule 5 Triangle Land (transfer of land to Newbury Rugby Football Club)
- Schedule 6 Further Contributions (Public Transport, Healthcare, Travel Plan and Newbury Rugby Football Club land improvement contribution)
- Schedule 7 Housing (Affordable housing and Extra Care)
- Schedule 8 Highways Contribution Shortfall and Contribution Security Strip

## **2 SCHEDULE 1 - EDUCATION**

- 2.1 Transfer of clear, level and remediated land (2.043 hectares) for the Primary School Site North for £1 following receipt of written notice from the Council prior to Occupation of 100 Dwellings.
- 2.2 Payment of a contribution towards provision of a 2FE Primary School in the sum of £5,905,287 payable in the following instalments:
- (a) 10% prior to Commencement of Development;
  - (b) 81% prior to Occupation of 250<sup>th</sup> Dwelling; and
  - (c) 9% prior to Occupation of 750<sup>th</sup> Dwelling.
- 2.3 Transfer of clear, level and remediated land (2.0731 hectares) for the Secondary School Site for £1 following receipt of written notice from the Council prior to Occupation of 200 Dwellings.
- 2.4 Payment of a contribution towards Secondary School in the sum of £5,932,587 payable in the following instalments:
- (a) £1,713,085 prior to Occupation of more than 100 Dwellings;
  - (b) £1,076,169 prior to Occupation of more than 200 Dwellings; and
  - (c) £3,143,333 prior to Occupation of more than 500 Dwellings.

## **3 SCHEDULE 2 – COMMUNITY FACILITY AND LOCAL CENTRE**

- 3.1 Offer to transfer of land for £1 to the Council or its nominee (Parish Council or charitable body) to provide a community facility.
- 3.2 To submit and have approved a marketing plan for the Local Centre Uses in the Local Centre prior to Occupation of more than 200 Dwellings in the Development Parcel Centre.
- 3.3 To lay services to the boundary of the Local Centre prior to Occupation of more than 200 Dwellings in the Development Parcel Centre.

- 3.4 No development is to take place on the Local Centre other than for Local Centre Uses until after the expiry of 18 months from commencement of marketing of the Local Centre.
- 3.5 The Local Centre is to be marketed in accordance with the approved marketing plan and a report provided to the Council on commercial demand. If the Council is satisfied that there is no commercial demand for a Local Centre Use the obligations in respect of that use cease.
- 3.6 No development is to take place on the Local Centre other than for Local Centre Uses until after the expiry of 18 months from commencement of marketing of the Local Centre.

#### **4 SCHEDULE 3 – PUBLIC OPEN SPACE**

- 4.1 Provision of 86 hectares of Public Open Space (public open space, woodland, woodland buffers, country park, play areas).
- 4.2 To obtain approval to a Public Open Space Plan prior to Commencement of Development.
- 4.3 To provide the Public Open Space on a phased basis in accordance with the approved Public Open Space Plan.
- 4.4 To obtain approval to the Public Open Space Specification and Public Open Space Management Plan for each Phase prior to Commencement of Development of that Phase.
- 4.5 To provide the Public Open Space in each Phase prior to Occupation of more than 65% of the Dwellings in that Phase.
- 4.6 To provide one LEAP before Occupation of more than 200 Dwellings.
- 4.7 To provide a second LEAP before Occupation of more than 600 Dwellings.
- 4.8 To provide one NEAP before Occupation of more than 150 Dwellings in Development Parcel Centre.
- 4.9 To provide any LAPs in a Phase before Occupation of more than 50% Dwellings in that Phase.
- 4.10 To notify the Council of completion of any part of the Public Open Space and to secure their approval to the same or to undertake any remedial works at the Council's request.

- 4.11 To establish the Management Company prior to Occupation of any Dwellings. The Management Company will be responsible for the future management and maintenance of the Public Open Space and will be funded through a service charge payable by the owners/occupiers of Dwellings.
- 4.12 To transfer the Public Open Space to the Management Company following completion of the same.

## **5 SCHEDULE 4 – HIGHWAYS (SEE ALSO SCHEDULE 8)**

5.1 Payment of the A339 Access Link Contribution (£1,500,000) prior to Commencement of Development.

5.2 Undertake On-Site PROW Improvements prior to Occupation of more than 100 Dwellings within the Development Parcel Central in accordance with a plan to be approved by the Council prior to the Occupation of any Dwellings.

5.3 Obligations in relation to the following highway works:

(a) Off Site Highways Works "A" - works to upgrade traffic signals at Newtown Road/Pound Street and Bartholomew Street/Market Street;

(b) Off Site Highways Works "B" - improvements to A339, Pinchington Lane and Monks Lane and

(b) Off Site Highways Works "C" improvements to the A339/A343 St John's Roundabout

as follows:

5.4 A contribution is to be paid towards Off Site Highways Works "A" and Off Site Highways Works "C" across 3 instalments. The Off Site Highways Works "A" Contribution is £286,000 and the Off Site Highways Works "C" Contribution is £1,532,703.

5.5 In relation to Off Site Highways Works "B", prior to Commencement of the Development the Owners are to serve notice on the Council electing either:

(a) To pay the Off Site Highways Works "B" Contribution (£9,996,179) to the Council towards A339, Pinchington Lane and Monks Lane; or

- (b) To carry out and complete the A339, Pinchington Lane and Monks Lane works.
- 5.6 Where the Off Site Highways Works "B" Contribution is to be paid, this is to be paid in three instalments. Where the Off Site Highways Works "B" are to be carried out and completed by the Owners the works are to be complete and open to traffic prior to the Occupation of more than 850 Dwellings.
- 5.7 The contributions being paid include a contribution of £3,742,149.78 (31.65%<sup>1</sup> of the cost) which would fall to be payable by Sandlesford Park West, the highway mitigation benefitting both Sandlesford Park and Sandlesford Park West (see Schedule 8).
- 5.8 Before Commencement of Development to enter into a Highways Agreement for works to Monks Lane Eastern Site Access as shown illustratively on drawing 172985\_A\_07.1.
- 5.9 Before Occupation of more than 100 Dwellings to enter into a Highways Agreement for works to Monks Lane Western Site Access as shown illustratively on drawing 172985\_A\_08.
- 5.10 Before Occupation of more than 100 Dwellings to enter into a Highways Agreement for works to the A339/B4640 Swan Roundabout improvements with VMS and A339 PROW Greenham 9 crossing as shown illustratively on drawing 81311-041-108.
- 5.11 Before Occupation of more than 50 Dwellings to enter into a Highways Agreement for works to Rupert Road, Chandos Road and Wendan Road pedestrian improvements as shown illustratively on drawing 172985/A/21 Revision A.

## **6 SCHEDULE 5 – TRIANGLE LAND**

- 6.1 Offer of a transfer of land to Newbury Rugby Football Club Limited for £1 for the playing of sports.

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<sup>1</sup> As per Table 5.2 of ID11 Statement of Common Ground agreed between West Berkshire Council and Vectos (on behalf of Bloor Homes and Sandlesford Farm Partnership, May 2021

**7 SCHEDULE 6 – FURTHER CONTRIBUTIONS**

7.1 Payment of a Public Transport Contribution of £1,500,000 towards a new bus service linking Sandlford Park and Newbury Town Centre. The payment to be made in 6 instalments. The first instalment being paid prior to the Occupation of the 50<sup>th</sup> Dwelling and then on the first, second, third, fourth and fifth anniversary of that date or the expiry of the Council providing a Revenue Statement. The Revenue Statement is to set out the Bus Revenue since the payment of the first instalment, and to the extent the revenue received by the new bus service exceeds the Ring Fenced Revenue being the sum of £500,000, there is to be a corresponding reduction in the amount of the Public Transport Contribution payable.

7.2 Payment of a Healthcare Contribution of £512,625 prior to Commencement of Development.

7.3 Payment of a Travel Plan Contribution of £428,730 in four instalments being:

- (a) 25% (£107,182.50) prior to Commencement of the Development;
- (b) A further 25% (£107,182.50) prior to Occupation of the Development;
- (c) A further 25% (£107,182.50) prior to Occupation of more than 300 Dwellings; and
- (d) Final 25% (£107,182.50) prior to Occupation of more than 600 Dwellings.

7.4 Payment of a Newbury Rugby Football Club Contribution of £180,000 prior to Occupation of any Dwellings towards improvements to land at Newbury Rugby Football Club.

**8 SCHEDULE 7 - HOUSING**

8.1 Provision of 40% of the Dwellings as Affordable Housing Units with:

- (a) Up to 80 Extra Care Units; and
- (b) 70% of the General Affordable Housing Units as Social Rented Housing and 30% as Intermediate Housing.

8.2 General Affordable Housing Units to be provided in accordance with the Target Housing Mix:

<b>1 bed flat</b>	<b>35%</b>
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<b>2 bed flat/maisonette</b>	8%
<b>2 bed house</b>	27%
<b>3 bed house</b>	25%
<b>4 bed house</b>	5%

- 8.3 Reasonable endeavours to conclude an agreement with an Extra Care Housing Provider for the Extra Care Housing within 24 months of Commencement of Development.
- 8.4 If the agreement for the Extra Care Housing is concluded to provide the Extra Care Housing in accordance with an approved Extra Care Housing Scheme.
- 8.5 If the agreement for the Extra Care Housing cannot be concluded then the equivalent number of Extra Care Housing Units will be provided as General Affordable Housing Units in line with the General Affordable Housing target Housing Mix.
- 8.6 Open Market Units in a Phase will not be Occupied until the Affordable Housing Land in that Phase has been transferred to a Registered Provider.
- 8.7 All Affordable Housing shall be advertised in accordance with the Council's Allocation Policy.
- 8.8 All Affordable Housing Units shall be constructed to the Building Standard.
- 8.9 An Affordable Housing Scheme is to be approved for each Phase with:
- (a) Where the Extra Care Housing is provided between 30% and 40% of the Residential Units in each Phase will be as General Affordable Housing Units; and
  - (b) Where the Extra Care Housing is not provided between 35% and 45% of the Dwellings to be provided in each Phase will be General Affordable Housing.
- 8.10 Not more than 80% of the Open Market Units in each Phase are to be Occupied until the Affordable Housing Units in that Phase have been completed, are ready for Occupation.
- 8.11 Shared Ownership Housing, Social Rented Housing or Affordable Rented Housing are to be transferred to a Registered Provider but if this is not possible then evidence may be provided to the Council with a view to agreeing an alternative tenure mix.

- 8.12 Intermediate Housing (excluding Shared Ownership Housing other than those units which may be disposed of as Intermediate Housing) are to be disposed of to a Registered Provider or an occupier but if this not possible then evidence may be provided to the Council with a view to release of the restrictions following payment of an Affordable Housing Commuted Sum towards off-site affordable housing.
- 8.13 Council to approve choice of Registered Provider.
- 8.14 Affordable Housing Units in a Phase are not to be Occupied without a nomination agreement for that Phase having been entered into.
- 8.15 Intermediate Housing may be:
- (a) Transferred to a Registered Provider for letting or disposal as appropriate to Local People as Shared Ownership Housing; or
  - (b) Directly sold to eligible Local People on a Shared Equity basis; or
  - (c) Let to eligible Local People on an Intermediate Rent basis.

## **9 SCHEDULE 8 – HIGHWAYS CONTRIBUTIONS SHORTFALL AND CONTRIBUTION SECURITY STRIP**

- 9.1 The Owners have agreed to fund and/or potentially deliver (in the case of Off Site Highways Works “B”) the full cost of the Off Site Highways Works “A, the Off Site Highways Works “B” and the Off Site Highways Works "C"
- 9.2 The contributions include the forward funding of sum of [£3,739,410 (Three Million Seven Hundred and Thirty-nine Thousand Four Hundred and Ten Pounds)] being that part of the Off Site Highways Works “A” Contribution, Off Site Highways Works “B” Contribution and Off Site Highways Works "C" Contribution which would fall to be payable by Sandleford Park West, the highway mitigation benefitting both Sandleford Park and Sandleford Park West.



- 9.3 The Owners have agreed to the above on the basis that those monies will be collected and repaid to the Owners under any s106 Agreement for the Sandlesford Park West Land development where the Council grants planning permission and the proposed development includes a link to Sandlesford Park. Due to the s106 being a Unilateral Undertaking the Council cannot covenant with the Owners to seek a repayment to the Owners through the Sandlesford Park West s106 Agreement.
- 9.4 The s106 UU includes, therefore, a mechanism whereby the forward funded contributions are repaid on the basis of a "contribution security strip". The contribution security strip is a strip of land one metre in width forming part of the Site at the boundary of the Site with the Sandlesford Park West Land. Following the grant of planning permission for the development of Sandlesford West and the forward funded monies being paid to the Council and repaid to the Owners , the Owners commit to grant to the Council (or at the Council's election the owners of the Sandlesford Park West Land) the right to enter onto the contribution security strip for the purpose of constructing any link to Sandlesford Park.
- 9.5 The Owners will also enter into any required Highways Agreement for the purpose of dedicating that land.
- 9.6 The above mechanism is only of relevance if the Council grant planning permission to Sandlesford Park West and the development includes a link to Sandlesford Park, as only then will the Council have the ability to secure the repayment of the forward funding.