

Memorandum of Understanding (DRAFT)

Aylesbury Garden Town 1 (D-AGT1) South Aylesbury

November 2019

1.0 The Parties

The following Memorandum of Understanding (MoU) is agreed and signed between the following parties:

Vanderbilt Strategic, Redrow Homes, CALA Homes, Lands Improvement and [Aylesbury Vale District Council (AVDC)].

2.0 Introduction

This MoU concerns the draft allocation 'Aylesbury Garden Town 1 (D-AGT1) South Aylesbury' in the submitted Aylesbury Vale Local Plan (AVLP). The MoU has been prepared by Vanderbilt Strategic, Redrow Homes, CALA Homes and Lands Improvement. The preparation of this MoU has been encouraged by AVDC.

The MoU clarifies the positions of all parties with regard to the Framework Masterplan (FM) (Appendix 1) and is intended to provide a framework for cooperation for delivering the D-AGT1 infrastructure requirements.

Ahead of the Main Modifications Examination in Public (EiP) to be arranged for early 2020, all parties agree that the FM should be adopted as a Main Modification to ensure the strategic delivery of AGT1.

3.0 Intent of Memorandum of Understanding

The key purpose of this MoU is to ensure coordinated delivery of D-AGT1 in accordance with the agreed FM between The Parties. The FM provides a framework for comprehensive delivery of D-AGT1.

This MoU demonstrates;

- 1) The Parties agreement to deliver the site in accordance with the FM.
- 2) How the FM forms the basis by which individual planning applications can be approved and key infrastructure delivered.
- 3) The Parties agreement to deliver the Aylesbury Garden Town vision for D-AGT1.

4.0 Ensuring D-AGT1 Delivery

As demonstrated in the FM and included in the D-AGT1 Policy, The Parties agree to deliver the following key development and land use requirements:

- Approximately 1,600 dwellings
- One primary school site
- Multi-functional green infrastructure
- Land safeguarded for Aylesbury South East Link Road (A413 to B4443 Lower Road) subject to any compensation payments due.
- Local centre
- Cycling and walking links

4.1 Approximately 1,600 dwellings:

The FM has been prepared by Omega Architects and demonstrates that up to circa 1,600 new homes could be delivered on D-AGT1. This is consistent with AVDC's evidence base for the draft VALP, including the 2017 Housing and Employment Land Availability Assessment (HELAA) and Cumulative Growth Impact Report (June 2017) (CGIR) prepared for the Council by Aecom, which considered that the site has the potential for up to 1,686 dwellings. The assessments carried out by Omega Architects supports the delivery of up to approximately 1,600 dwellings which is demonstrated in the FM.

The Parties agree that the number of dwellings will be subject to full consideration by AVDC when individual planning applications are submitted.

4.2 Primary School (2 Form Entry) Land:

Land for a 2 Form Entry Primary School will be provided by The Parties on D-AGT1. The precise location of the school is yet to be determined but as shown in the FM could be delivered on either the east or west side of the railway line.

Section 5:0 demonstrates the agreed delivery mechanism in place for the school.

4.3 Multi- Functional Green Space:

The FM demonstrates comprehensively that the required 50% multifunctional Green Infrastructure and 10% Biodiversity Net Gain provision can be achieved on D-AGT1. The Parties agree to submitting planning applications in accordance with the FM but also agree to submitting planning applications that can individually demonstrate 50% Green Infrastructure and 10% Biodiversity Net Gain.

4.4 Land safeguarded for Aylesbury South East Link Road (A413 to B4443 Lower Road):

The Framework Masterplan proposes to 'safeguard' the land required for the delivery of the SEALR. The precise route of the SEALR has yet to be fixed by BCC, and therefore the route is indicative but currently based on the latest information provided by BCC.

All parties agree to co-operate with Buckinghamshire County Council (BCC) to assist in the delivery of the South-East Aylesbury Link Road (SEALR).

4.5 Local Centre:

A Local Centre will be provided by The Parties on D-AGT1. The precise location of the Local Centre is yet to be determined, however, it could be delivered on either the east or west side of the railway line. The Parties agree that the Local Centre is subject to further evidence of standards and provision requirements.

4.6 Cycling and Walking Links:

All potential pedestrian and cycle access points into the site from the surrounding land have been considered in the FM. The Parties agree to facilitate and encourage connectivity / access points between individual land parcels / planning applications.

5.0 S106 Infrastructure Delivery

All parties agree that the FM allows for individual planning applications in D-AGT1 to come forward separately from one another and that planning applications can be determined against the FM. The land uses, character areas and connectivity principles are all established in the FM and therefore provides AVDC with a basis for approving planning applications.

To ensure the comprehensive delivery of D-AGT1, the key infrastructure will be secured by way of S106 Agreements binding each planning application. Specifically, the provision of the Primary School Land and delivery of the Local Centre will be captured by the s106 Agreements.

The table below sets out the mechanisms to secure delivery:

Infrastructure Requirement:	S106 Mechanisms / Triggers:
D-AGT1 Primary School Land	<p>In the event that an application comes forward in the eastern or western parcels of D-AGT1 first, the following s106 framework has been agreed between all parties to ensure the delivery of the Primary School:</p> <ol style="list-style-type: none"> 1) Consent would be granted by AVDC on the basis that the planning application provides land for a Primary School. 2) Following commencement of development, the Landowner shall offer the Primary School land to the County Council. 3) Subject to the County Council confirming intentions to proceed with the Primary School land transfer, the Landowner/Developer shall pay a contribution towards the County Council's Reserved Matters application, design and procurement of a Building Contract for the Primary School. 4) The Landowner shall transfer the Primary School land to the County Council in a serviced state prior to an agreed number of dwelling occupations . 5) Once the County Council commences the delivery of the Primary School on site, the landowner/developer shall pay an agreed contribution to the County Council towards construction. 6) The Parties agree that an appropriate contribution will secure the 2 Form Entry demand. 7) In the event the eastern or western parcel provides the school in accordance with (1) – (6) above the landowner/developer of the land parcel not providing it will make a proportional contribution to the landowner providing it, towards the land for the school (based on its potential residential value) and its construction costs based on the number of dwellings proposed on that parcel compared with the number on the overall site.

Local Centre	In the event that an application comes forward in either the eastern or western parcels of D-AGT1 first, that application will provide for a Local Centre. Prior to an agreed number of dwelling occupations, the Local Centre will be marketed and subject to demand built and leased.
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6.0 CIL

The Parties agree that if AVDC adopts a Community Infrastructure Levy (CIL) prior to issuing the planning permissions for the D-AGT1 development, then the off-site contributions identified in s106 Agreements should not be applicable if the CIL has been adopted on the basis that these items will be superseded by the levy.

7.0 Commitments

- All parties agree that development should be permeable to Public Transport.
- All parties agree that individual planning applications will accord with the FM.
- All parties agree to working with Stoke Mandeville Parish Council and Stoke Mandeville Neighbourhood Plan Steering Group constructively and collaboratively.
- All parties agree to incorporating Garden Town Principles (Policy D1) into individual planning applications.
All parties agree to working together collaboratively to bring forward comprehensive development.

8.0 Duration

Unless all parties shall agree otherwise, this MOU shall remain in effect until AVDC has adopted the Draft Framework Masterplan for D-AGT1 or that confirmation in writing has been received from AVDC confirming that planning applications can now be submitted for determination across the entirety of the D-AGT1 allocation.

8.0 Promoters/Landowners Commitments

Redrow Homes/Vanderbilt Strategic	D-AGT1 (SMD008/SMD016)
Expected number of houses on site	Approx. 680
Stage	
Outline application submitted	Q4, 2020
Resolution to grant subject to S106	Q2, 2021
Reserved matters and discharge of pre-commencement conditions	Q3, 2021
Start on site	Q1, 2022
First Completions	Q3, 2022
Summary of anticipated delivery	Final completions 2026

Lands Improvement	D-AGT1 (SMD004/SMD006)
Expected number of houses on site	Up to 750
Stage	
Outline application submitted	Submitted April 2019
Resolution to grant subject to S106	Q2 2020
Reserved matters and discharge of pre-commencement conditions	Q4 2022 (housing, strategic infra would be in advance)
Start on site	Q1 2023
First Completions	Q3 2023
Summary of anticipated delivery	2027

CALA Group (on behalf of William Hardy Charity)	D-AGT1 (SMD007)
Expected number of houses on site	125
Stage	
Outline application submitted	Q2 2020
Resolution to grant subject to S106	Q4 2020
Reserved matters and discharge of pre-commencement conditions	Q2 2021
Start on site	Q3 2021
First Completions	Q2 2022
Summary of anticipated delivery	Final completions 2023/4

9.0 The Parties Signatures

<p>Vanderbilt Strategic</p> <p>Signed on behalf of Redrow Homes and Vanderbilt Strategic:</p> <p>Position:</p> <p>Date:</p>	<p>CALA Homes</p> <p>Signed on behalf of CALA Homes:</p> <p>Position:</p> <p>Date:</p>
<p>Lands Improvement</p> <p>Signed on behalf of Landmatch Limited:</p> <p>Position:</p> <p>Date:</p>	<p>[Aylesbury Vale District Council]</p> <p>Signed on behalf of Aylesbury Vale District Council:</p> <p>Position:</p> <p>Date:</p>