

Dated

2015

- (1) Davidsons Developments Ltd
- (2) Gladman Developments Ltd
- (3) The Lomas Family
- (4) Mr Hill
- (5) Melton Borough Council
- (6) Leicestershire County Council

A Memorandum of Understanding Between the Parties to bring forward
the Sustainable Urban Extension to the South of Melton Mowbray

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BETWEEN

(1) Enter Party Details Here

BACKGROUND

- (A) This document has been prepared with the intention that it will facilitate the coordinated and effective sustainable development of the land to the south of Melton Mowbray as identified in the Issues and Options Paper published by Melton Council in April 2014 (“the Site”).
- (B) The parties to this Memorandum intend that its content should not be legally binding and that the document should provide a basis for preparation and settlement of conditions and individual section 106 Agreements for each development parcel comprising part of the Site. As such, this memorandum would be material to the determination of each respective planning application and would reflect the intention of the parties in securing the comprehensive development of the Site.
- (C) The Memorandum is intended to provide the basis upon which the Site could come forward for development in accordance with emerging policy and to ensure the provision of essential infrastructure necessary to service and facilitate the development scheme.
- (D) The Memorandum should provide certainty and comfort to the local planning authority that the Site is deliverable, available and viable and, in turn, ensures that the authority can take the Site forward as an allocation in the Submission Local Plan.
- (E) The Memorandum should also provide:
- the basis for the determination of individual planning applications and the settlement of individual s106 Agreement without prejudice or detriment to the comprehensive delivery of the whole Site;
 - the basis for pooled contributions from each development parcel and a mechanism to avoid any breach of regulation 123 of the Community Infrastructure Levy Regulations 2010;
 - a mechanism for identification of essential infrastructure;
 - the basis for assessing and agreeing key contributions;
 - certainty as to the landowners ability to deliver a comprehensive development
 - Terms that ensure that the Memorandum does not preclude the individual and potential combined phased development of the Site and does not in any way restrict any site specific arrangements.

- (F) The Memorandum should also provide a basis for the local planning authority to secure external funding and potential partnership arrangements for the provision of affordable housing.

PROVISIONS

1. **IT IS AGREED** between the parties to this Memorandum that the parties will comply with the following requirements:
 - 1.1 the delivery of the Site will be secured in compliance with all reasonable and relevant emerging policy requirements subject to the balanced assessment of such requirements against other material planning considerations;
 - 1.2 the delivery of the Site will not prejudice or limit the capacity of each party to secure a comprehensive development scheme in accordance with policy;
 - 1.3 the key infrastructure to be secured in combination by the developers of the Site will comprise the proposed primary school, the southern link road, any community facilities, including sport and recreation facilities if required, and the doctors surgery;
 - 1.4 all key infrastructure (with the exclusion of the southern link road) will be costed and required by s106 contribution based upon the capital cost of the shared facility and the value of the land required;
 - 1.5 the value of the land for any shared facilities (with the exclusion of the southern link road) will be based on a reasonable assumption of the net loss in residential or employment land value in accordance with the emerging policy position;
 - 1.6 each phase of the Site development will either make a pro rata payment in provision of the southern link road (based upon a dwelling roof tax) or the relevant developer will secure the provision of their part of the link road;
 - 1.7 any party securing any shared facilities (with the exclusion of the southern link road) will be entitled to a proportionate discount in the relevant s106 contribution based upon the value of the land required;
 - 1.8 all other s106 contributions (including affordable housing) will be addressed through roof tax contributions or site specific provisions pertaining to each specific part of the Site;
 - 1.9 the parties will collaborate in the provision of cross boundary access, temporary access, in the undertaking of any necessary surveys and investigations and to secure any sustainable urban drainage strategy;
 - 1.10 the local planning authority (determined by the relevant payment) will hold any pooled funds, will facilitate any external funding and will reimburse itself and any other party for any costs (and interest thereon) in the forward funding of the shared facilities which for the avoidance of doubt would include the southern link road;

- 1.11 the local planning authority (determined by the relevant payment) will work with the relevant party(s) to facilitate and deliver effective and efficient arrangements in the delivery of the shared facilities and the southern link road;
- 1.12 the local planning authority (determined by the relevant payment) will govern and control the application of any s106 payments in compliance with regulation 123 of the Community Infrastructure Levy Regulations 2010;
- 1.13 these terms will govern the determination of individual planning applications and the settlement of individual s106 Agreement without prejudice or detriment to the comprehensive delivery of the whole Site;
- 1.14 These terms will not preclude the individual and potential combined phased development of the Site and will not in any way restrict any site specific arrangements.

2. **CO-OPERATION AND GOOD FAITH**

All parties agree to act in good faith towards each other and will use reasonable endeavours to co-operate with each other.

3. **[CONFIDENTIALITY]**

The parties will keep this Memorandum and its contents confidential and shall not disclose such Memorandum without the consent of the other parties (subject to all parties acting reasonably) PROVIDED ALWAYS that the Memorandum may be disclosed in circumstances where the terms of this agreement are materially breached.

Signed by

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On behalf of

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Signed by

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On behalf of

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