

HEADS OF TERMS
Proposed Planning Obligation Agreement
Section 106 Town and Country Planning Act 1990

Planning Application – DCCW2006/2619/O

Residential development of 300 dwellings including access from Roman Road, essential infrastructure, open space, balancing pond, landscaping, roads, parking footpaths, cycleway, engineering, earth works

Land north of Roman Road, Hereford, HR1 1LE

1. The developer covenants with Herefordshire Council to pay £165,000 for a replacement all weather surface at Hereford Leisure Centre with any surplus money not used for this purpose being used by Herefordshire Council for a new hammer/discus cage and/or a single storey athlete and spectator shelter (subject to planning permission being obtained) at Hereford and County Athletics club.
2. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of £55,000 towards the cost of constructing a new skatepark facility on Holmer Road in accordance with planning permission DCCW2005/2998/F and the Hereford Wheeled Sports 4 Hereford Project Proposal (revised) June 2006.
3. The developer covenants with Herefordshire Council to pay Herefordshire Council the appropriate commuted sum for the ten year maintenance of the public open space and equipped play facilities to be adopted by Herefordshire Council
4. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of £50,000 to provide enhanced educational infrastructure at Broadlands Primary School or Aylestone High School.
5. The developer covenants with Herefordshire Council, to pay Herefordshire Council the sum of £450,000 for off site highway works and improved public and sustainable transport infrastructure to serve the development (which aren't Section 278 works i.e. essential to facilitate the development).
6. The monies shall be used by Herefordshire Council at its option for any or all of the following purposes: (The list is not in any order of priority)
 - a) Reduction in the speed limit to 30mph on Roman Road (subject to meeting criteria)
 - b) Diversion of existing bus routes to the development site
 - c) Improved bus shelters/stops in the locality of the application site

- d) Safe Routes for Schools
 - e) Improve lighting to existing highway/pedestrian and cycle routes leading to the site
 - f) Improved pedestrian and cyclist crossing facilities at Starting Gate roundabout
 - g) Off road shared pedestrian/cycle route along the south side of Roman Road from College Road to Holmer Road
 - h) New pedestrian/cycle route from Roman Road along Old School Lane to the railway bridge and upgrading existing footpath link to Holmer
 - i) Pedestrian/cycle route linking in with the proposed works associated with the restoration of the Herefordshire Gloucester canal including Aylestone Park
 - j) Provision of a pedestrian/cycle route from the Starting gate roundabout along the slip road running parallel with the A49 south to Newtown Road with a new pedestrian/cycle crossing facility on the A49
 - k) Traffic calming on Attwood Lane, Munstone Road and Church Way/Coldwells Road
 - l) Enhancements in the usability of the existing Public Rights of Way in the locality of the application site
 - m) Traffic calming in Old School Lane and College Road to link in with recently approved traffic calming on Venns Lane
7. The developer covenants with Herefordshire Council to pay Herefordshire Council £25,000 to provide two landmark pieces of art within the development site, artist designed street furniture and further green art and interpretation boards with the balancing pond area along with a commuted sum for the ten year maintenance of the on site art to be adopted as part of the public open space.
8. The developer covenants with the Herefordshire Council to pay Herefordshire Council £138,000 towards the design and construction of improvements to/or a new railway bridge on Roman Road to enable two way free flow traffic over the bridge
9. Prior to the commencement of the development, the developer shall provide a residential travel plan in consultation with Herefordshire Council and the Highways Agency which shall contain the following and any other measures deemed necessary by the Highways Agency:
- Clear and unambiguous objectives to influence a lifestyle less dependent upon the private car
 - A package of measures (administrative and physical) to encourage and facilitate less car dependent living
 - A time bound programme of implementation along with measures to enable future monitoring
10. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum £45,000 towards the cost of extending

Holmer Parish Village Hall in accordance with the plans approved under reference DCCW2006/3386/F.

11. The developer covenants with Herefordshire Council to pay the sum of £15,000 towards the cost of acquiring land and basic infrastructure required to facilitate an extension to Holmer Parish Church burial ground.
12. Prior to the commencement of the development, the developer shall provide details of the new foul drainage infrastructure agreed in consultation with Herefordshire Council and Welsh Water which shall be designed to have capacity to accommodate the foul drainage from the development and other properties which have a common boundary with the development site and properties within Wentworth Park Estate west of the development site.
13. Prior to the commencement of the development, the developer shall provide a strategy (which should include physical measures) in consultation with Herefordshire Council for minimising the impact of the development on the environment. The strategy shall include the following:
 - a. A waste audit
 - b. On site waste management facilities
 - c. A package of measures to reduce the carbon footprint of the development informed by carbon footprint analysis
 - d. A time bound programme of implementation along with measures to enable future monitoring
14. 35% of the total number of residential units shall be "Affordable Housing" which meets the criteria set out in Section 5.5 of the Herefordshire Unitary Development Plan (Revised Deposit Draft) and related policy H9 or any statutory replacement of those criteria and that policy. 65% of the affordable units shall be made available for rent and 35% for shared ownership and low cost market housing. The low cost market housing shall be discounted in accordance with the most up to date salary figures available to the Head of Strategic Housing at the time the discount is being calculated in accordance with the Council's Supplementary Planning Guidance entitled Affordable Housing. None of the Affordable Housing shall be occupied unless the Herefordshire Council has given its written agreement to the means of securing the status and use of these units as Affordable Housing. All the affordable housing units shall be completed and made available for occupation prior to the occupation of more than 50% of the other residential units on the development or in accordance with a phasing programme to be agreed with Herefordshire Council.
15. In the event that Herefordshire Council does not for any reason use the said sum of Clauses 1, 2, 3, 4, 5, 7, 8, 10 and 11 for the purposes specified in the agreement within 10 years of the date of this

agreement, the Council shall repay to the developer the said sum or such part thereof, which has not been used by Herefordshire Council.

16. All of the financial contributions shall be Index linked and paid on or before commencement of the residential development unless otherwise agreed with Herefordshire Council

17. The developer shall pay to the Council on or before the completion of the Agreement, the reasonable legal costs incurred by Herefordshire Council in connection with the preparation and completion of the Agreement.

Russell Pryce - Principal Planning Officer

29th November 2006