

The Gramophone Project

Heads of Terms for Planning Agreement

1. These heads of terms relate to a section 73 application (reference 59872/APP/2020/2517) that seeks to change conditions in planning permission reference 59872/APP/2016/3454 (the 2018 Planning Permission).
2. These heads repeat the planning obligations contained in the planning agreement dated the 26 January 2018 ("the 2018 Planning Agreement") that binds the site that supported the 2018 Planning Permission.
3. The section 73 application seeks to amend plans relating only to the Pressing Plant part of the 2018 Planning Permission site. It is anticipated that Crest, as the developer of the Machine Store part of the site, will continue to develop pursuant to the 2018 Planning Permission and the 2018 Planning Agreement.
4. We have previously suggested that a condition should be imposed on the proposed section 73 planning permission to note that it does not permit development other than on the Pressing Plant site. This reflects the fact that the majority of the Machine Store site has already been built out and that the balance will be built pursuant to the 2018 Planning Permission. It would also simplify the agreement relating to the section 73 planning permission since the only parties would be the Council, Purplexed LLP (as freeholder) and the Really Local Group (as long leaseholder).
5. The proposed condition would be simple:

"Nothing in this permission permits development on the Machine Store site (shown shaded grey on the attached plan)."

Reason: the Machine Store site is being developed pursuant to planning permission reference 59872/APP/2016/3454 and the supporting planning agreement dated 26 January 2018. The planning obligations in that agreement continue to bind the Machine Store site"

6. The following planning obligation terms are proposed.

Preferred Scenario

Provision in 2018 Planning Agreement	Comment	Proposed Heads of Terms
Schedule 1: Health Centre and Affordable Housing Commuted Sum	The Health Centre is to be provided on the Machine Store site.	No provision.
Schedule 2: Construction Training		Similar provisions to those in the 2018 Planning Agreement in relation to Construction Training are proposed, tailored if necessary for the Pressing Plant development.
Schedule 3: Community Facilities	The Community Facilities will be provided on the Pressing Plant	Similar provisions to those in the 2018 Planning Agreement in relation to the

	site as part of the proposed scheme	Community Facilities that are proposed.
Schedule 4: Travel Plan		Similar provisions to those in the 2018 Planning Agreement in relation to the travel plan are proposed, tailored for the Pressing Plant development.
Schedule 5: Project Management and Monitoring Fee	We understand that this contribution has already been paid so there is no need for a similar obligation.	No continuing provision.
Schedule 6: Employment Strategy		Similar provisions to those in the 2018 Planning Agreement in relation to the employment strategy are proposed, tailored for the Pressing Plant development.
Schedule 7: Parking Permits	There is no parking on the Pressing Plant site so there is no need for a similar obligation.	No continuing provision.
Schedule 8: Parking Management Plan	There is no parking on the Pressing Plant site so there is no need for a similar obligation.	<p>It is proposed, to the extent necessary, to agree to comply with the approved Parking Management Plan.</p> <p>It may be sensible to refer to the arrangement to use the health centre car parking out of visiting hours.</p>
Legal Costs		The Council's reasonable legal costs in relation to this S106 Agreement will be paid by the Applicant.
General		Confirmatory provision will be included that the obligations contained in earlier agreements (including the 2018 Planning Agreement) will not apply to the Pressing Plant element once the proposed section 73 application is implemented, only the terms contained herein will be applicable to the Pressing Plant.

Alternative scenario

7. It would be possible as an alternative to enter into a full repeat of the 2018 Planning Agreement. However, we would need to understand why legally our preferred approach is not acceptable before we would consider the alternative as it will be more costly and would require Crest to be a party to the agreement and therefore could unnecessarily prolong matters.

The alternative would:

- a. include all parties (other than those with an interest in the residential units) of the land bound by the 2018 Planning Agreement;
- b. edit out those obligations that have already been performed on the basis of redundancy;
- c. carve out from the remaining obligations an ability to make separate provision in relation to the Pressing Plant site. This would then allow for separate obligations in relation to:
 - i. construction training;
 - ii. Community Facilities;
 - iii. travel plan;
 - iv. employment strategy; and
 - v. if necessary, confirmatory provisions relating to car park management.

The legal effect of the alternative scenario would be the same as for the preferred approach but it would require Crest to be a party, increasing the time and cost of securing an agreement.

Dentons

14 September 2020