

APPENDIX 2

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**AN CAMAS MOR
Planning application reference 09/155/P**

**Executive Summary
of
Planning Obligation or Section 75 Agreement
("the Agreement")**

1 Purpose of the Agreement

- 1.1 To regulate the impacts of the development at An Camas Mor and secure, future compliance with the requisite developer contributions towards the provision of infrastructure, affordable housing, sites for primary school and healthcare facility and approved compensatory habitats ("**Obligations**") throughout the period of the development.
- 1.2 To secure delivery of the requisite Obligations on completion of the development.

2 Parties to the Agreement

2.1 Cairngorms National Park Authority

The Highland Council, as the statutory housing, education and roads authority.

The Highland Health Board Trustees, as the body responsible for provision of public healthcare services.

An Camas Mor LLP, as the applicant for the planning permission in principle.

J & J Grant Farming LLP, as the owners of part of the development site.

John Peter Grant as owner of: part of the development site; the land to be leased for the purposes of the Aviemore Countryside Park, and a number of areas of land required for the provision of compensatory habitats.

James Patrick Grant, as owner of the remainder of the sites required for the Compensatory Habitats Scheme.

Bank 1 and Bank 2 as holders of Standard Securities over parts of the land affected by the Agreement. The consent of the Banks is required to ensure that the Obligations remain enforceable even if a Standard Security were to be enforced.

- 2.2 The terms of the Agreement ensure that the successors of the parties named above will be subject to the Obligations.

3 The Obligations

3.1 The terms of the obligations are summarised in the following:

3.2 Affordable Housing

The housing provision of all types is classified into open market housing, affordable housing and by the type of unit, i.e. flatted or a house.

The affordable housing will be provided in flatted units or houses. On completion of the entire development, a minimum of 25% and maximum of 40% of the total number of all residential units will be affordable housing. An Affordable Housing Brief is to be submitted to the NPA for approval, projecting the anticipated delivery of the affordable housing throughout the period of development. The applications for Matters Specified in Conditions (MSC) will detail the number of affordable housing units to be provided in each phase of the development. The NPA will consult with the Council, as Housing Authority, on the appropriate level of provision.

It is anticipated that the build period will extend to 25 years or so. Therefore, many factors affecting the completion rates of housing will change over that time. The Agreement provides for the regular reconciliation of achieved residential completions against those required in terms of approvals; to take account of any fluctuation in the completion rates. Each reconciliation period concludes on completion of 50 residential units (open market and affordable) or two years, whichever is earlier. The number of the completed affordable housing units will be compared against those conditioned in any Masterplan or MSC approval and a Notice will be served on the developers. The Notice will detail any deficit or surplus in the affordable housing, to be taken into account in the type of residential units to be completed by conclusion of the next reconciliation period.

The Agreement permits payment of an Affordable Housing Contribution in respect of a deficit in the number of affordable housing units, in restricted circumstances. In such circumstances, the developer will be entitled to market the specified unit on the open market on payment of the specified sum. The Affordable Housing Contribution will be paid to the Council for the provision of providing affordable housing within the catchment area of Kingussie High School.

3.3 Healthcare

The developers are to provide a site for the provision of a healthcare facility, subject to notice being served by the Health Board Endowment Trustees and to convey title at nil cost within 28 days of receipt of the notice.

In addition, the developers will make payment of the Healthcare Contribution, commencing on completion of the eight hundred and first open market residential unit.

3.4 Education

The developer is obliged to convey title to a primary school site to the Council at nil cost. The location is to be agreed with the NPA and the Education Authority before the first detailed planning application or MSC application following completion of the 201st house or flat. The site may be used in conjunction with the provision of the Community Facility referred to below.

In addition the developer will pay the Primary and Secondary Education Contributions.

3.5 Community Facility

A site will be agreed and provided by the developer for the purpose of a community facility comprising a minimum of a 2 court sports hall, a meeting room, a kitchen, toilets and 1 multi-use games area. The site may be adjacent to the new primary school. Before the 750th house or flat is completed the developer is to provide a restricted facility. The completed facility is to be provided before completion of the 1200th house or flat.

In addition, the developer will pay the Community Facility Contribution.

3.6 Roads

The developer is obliged to pay the Roads Contribution towards mitigation measures in Grampian Road, Aviemore and improvement of Grampian Road and Dalfaber Drive.

3.7 The Bridge

While recognising that significant work has yet to be completed, the landowner and developer will be obliged to use their best endeavours to support the NPA in provision of the bridge and to grant all necessary rights for access and construction and future maintenance. The landowner will be obliged to convey the title to the area of land on which the bridge abutment stands within 28 days of receipt of a request to do so.

In addition the developer is obliged to pay the Bridge Contribution until the 801st house or flat is completed. £800,000.00 is allocated for the enabling of development, providing and constructing the bridge. £200,000.00 is allocated for future maintenance.

3.8 Countryside Park

The owner of land designated for use as a park will be obliged (1) to enter into an agreement with the NPA (or a community body) to grant the Lease before development begins and (2) to grant a lease to the NPA (or community body) either before the Bridge is completed or before the 201st house or flat is completed, whichever is earlier.

The landowner will also be obliged on completion of the Bridge to permit the public all necessary rights of access to and from the Development to the Bridge, through the park, and to provide a foot/cycle link within two years after the date of completion of either the bridge or the 201st house or flat, whichever is earlier.

The landowner and developer will be required to use their best endeavours to assist in the completion of the countryside park no later than two years after the due date of the payment of the final bridge contribution.

3.9 Compensatory Habitats

Eight areas in the ownership of John Peter Grant and James Patrick Grant have been designated as necessary for the purposes of providing appropriate compensatory habitats. The owners and developer will be required to submit a Compensatory Habitats Scheme to the NPA for approval before the Development begins. The Scheme will be monitored and updated as further planning applications are received. The respective owners are obliged to implement the approved Compensatory Habitats Scheme.

4 Contributions

4.1 All Contributions will be Index linked and will be payable as follows:

- 4.1.1 Affordable Housing - £25,000 per unit in lieu of an affordable housing unit;
- 4.1.2 Bridge Contribution -£2632 per completed open market residential unit, up to a maximum of £1,000,000;
- 4.1.3 Community Facility Contribution-£1500 per completed open market or affordable housing unit;
- 4.1.4 Healthcare Contribution- £1886 per completed open market residential unit up to a maximum of £975,000;
- 4.1.5 Primary Education Contribution - £1598 per completed open market house and £206 per open market flat;
- 4.1.6 Roads Contribution- £120 per completed open market or affordable housing unit up to a maximum of £180,000; and
- 4.1.7 Secondary Education Contribution- £825 per open market house and £52 per open market flat.

4.2 Deferred Contributions

Any Affordable Housing Contribution, the Bridge, Community Facility Education, and Roads Contributions will not be payable until completion of the 301st house or flat. At that point the total amount of the deferred payments due in respect of those 301 houses and flats will be calculated and will become payable over the period of completion of the subsequent 200 houses and flats. That amount will be payable in addition to the Contributions ordinarily payable in respect of those subsequent 200 houses and flats.

4.3 Overdue Payment

In the event that payment of the contributions becomes overdue, then further construction of the residential units will be prohibited and no completed units may be occupied until the overdue contributions have been paid.

4.4 Repayment of Contributions.

Each Contribution is to be utilised for the prescribed purpose within a specified number of years. The period allowed for each Contribution varies. In the event that any part of a Contribution has not been allocated or utilised in accordance with the detailed terms, then sums may be repayable subject to notice being served.