



Mr Ian Morrell  
Nailsea Town Council  
Tithe Barn  
Church Lane  
Nailsea  
North Somerset  
BS48 4NG  
**PRIVATE AND CONFIDENTIAL**

**SUBJECT TO CONTRACT**

10 August 2015

Dear Mr Morrell

**Land off Engine Lane, Nailsea**

Further to our correspondence and subsequent discussions, we are pleased to set out our offer in respect of this exciting development opportunity. Please also find enclosed a copy of the submission document, detailing the planning strategy, vision and design for your perusal. We also attach a landownership plan which has informed the land price equalisation at the end of the offer. Please be aware that this offer has been issued to all landowners. The financial offer has not been disclosed to the Rugby Club.

We trust that this offer and the enclosures are sufficiently detailed. Should you have any further questions please do not hesitate to contact myself or Matt Regan directly.

**Planning Strategy**

You are aware of the current housing need in North Somerset and the requirement to identify additional land to accommodate future growth. Land at Engine lane represents a good short term opportunity to deliver much needed open market and affordable housing.

The strategy for obtaining planning permission for this site comprises a two pronged approach. In the first instance, Barratt Homes will be positively engaging in the Plan preparation process seeking the allocation of the site in the emerging Sites and Policies Development Plan Document. This may be supported by the preparation of a neighbourhood plan.

In parallel, Barratt Homes will consult directly with North Somerset Council with a view to securing North Somerset Council's support for an early planning application.

Approximately 4.11 acres of the proposed development site is leased to Nailsea and Backwell Rugby Club as training pitches. The planning application process will necessitate the need for Sport England to be consulted on the loss of this amenity. Sport England are in place to protect and support the improvement of sports facilities and pitches in England and set out policy guidelines where new development affects or alters existing pitches. Sport England will oppose the granting of planning permission for any development which would lead to the loss of, or would prejudice the use of, all or any part of a playing field, unless they would be replaced by a playing field or playing fields of an equivalent or better quality and of equivalent or greater quantity, in a suitable location.

Due to the size of the land under use, a like for like replacement cannot be achieved within a suitable distance from the Rugby Club. Our proposed mitigation strategy therefore focuses on improvements to the existing club and incorporates the following enhancements. These enhancements also satisfy the North Somerset

Council planning policy requirements for the provision of additional formal open space as a result of the development.

- New all-weather 3G rugby pitch (112m x 74m inc. runoff) under a Community Use Agreement (replacing one of the existing full sized pitches on the Rugby Club land)
- New parking provision and access off of Engine Lane
- New U12 grass pitch

We will engage with Sport England at the earliest opportunity in order to confirm the above mitigation strategy.

We propose that the 3G pitch will be subject to a Community Use Agreement which will set out the management of the pitch and the times of usage for the Rugby Club and local community. The CUA is contractual agreement between the Club and NTC to ensure that the local community are able to benefit from the amenity. We propose that the pitch is to be managed jointly by the rugby club and Town Council with roles and responsibilities of both parties set out within the CUA. A business plan will be required to be submitted to Sport England to ensure that the long term maintenance of the facility is protected.

The new grass pitch, parking and maintenance area is proposed to be transferred to the Town Council, which will be protected in the long term for sports use. They will be required to enter into a lease with the rugby club for a nominal annual sum. The rugby club will be required to manage and maintain this area under the terms of the lease.

#### **Initial Due Diligence**

Our offer has been carefully considered having undertaken initial due diligence to allow a robust land value to be presented. Following acceptance of the offer it will be necessary to undertake more detailed investigations to confirm our assumptions. For your comfort we detail below a summary of key due diligence undertaken to date and within the section following the offer a bulleted schedule of headline cost inclusions.

#### *Historic Mining Activity and Archaeology*

A desktop Coal Mining Report has been completed and based upon the archives there are no known Shafts or Adits within the site. The 'Graces Seam' is present beneath the site at a depth of around 240 feet at the northern boundary down to around 720 feet at the southern perimeter.. Generally workings of this depth and age will be of no concern, ground movement having normally long since ceased.

An initial review has been undertaken by our Archaeological consultant, which has informed the budget cost included within our offer. Historically, there have been 15 trenches dug on site (exact location not known), however these are only likely to have covered a small area. Archaeological trenching should be expected in progressing this site, and allowed for within our offer.

#### *Low and High Voltage Electricity Pylons grounding route*

We are aware of the Development Consent Order submitted by National Grid to the Secretary of State for the grounding of the high voltage power line to the west of the site, as part of the Hinkley C connection project. This grounding route is proposed to proceed through the site to the southern and eastern boundaries. Following a review of this information and discussions with a specialist consultant, we have made an allowance within the design for the future grounding of the cable with a 15m easement strip (within the limit of deviation). The cost of the grounding is the responsibility of National Grid, however we will require early engagement with National Grid to confirm the route and easement.

Our offer make allowance for the undergrounding of the 2 x low voltage power lines bisecting the southern half of the site. These cables may be subject to terminable wayleaves and therefore works would be funded by the Statutory undertaker. We would be pleased to review this further during our legal due diligence.

### *Dry Stone Wall*

Many boundaries of the site are formed by dry stone walls, some of which are interspersed with hedges/vegetation and are in a poor state of repair. Our offer includes an allowance for demolition, reuse of material for reconstruction and reciting where anticipated. The reconstructed walls will benefit from mortar joints to safeguard the general public. The scope and cost of this work is subject to survey and final design.

### *Water Main*

There is a 450mm high pressure water main crossing the site from North to South, which will need to be partially diverted into the road network as part of the development. A quotation for diversion works is required from Wessex Water which can take in the order of 2 months to be produced. We propose that this abnormal cost is agreed prior to exchange of contracts.

### *Section 106*

Our offer includes a sum equivalent to [REDACTED] per dwelling towards S106 contributions. This is concurrent with our recent experience at Congresbury (currently awaiting appeal). We will endeavour to seek that all S106 contributions are ring fenced for the Nailsea Parish.

### **Offer**

We will pay [REDACTED] for the freehold of site.

This offer is based upon a scheme for 186 units complying with the NIC mix policy and subject to the following:

- Contract
- Vacant Possession
- Satisfactory Title free from restriction
- A satisfactory Ground Investigation
- A satisfactory Drainage Strategy approved by the relevant statutory bodies
- A satisfactory Grounding Route confirmed by National Grid

In formulating this offer we have made the following assumptions:

- [REDACTED] towards S106, which Barratt will seek to be ring fenced for use within Nailsea Parish.
- [REDACTED] towards the provision of a floodlit, all-weather 3G rugby pitch (112 x 74m) with accreditation in accordance with IRB (World Rugby) Clause 22.
- [REDACTED] towards a new U12 grass pitch (65 x 45m) to Sport England standards, including drainage and a 12 months maintenance allowance
- [REDACTED] towards new access road (to adoptable standards), parking area and maintenance shed
- [REDACTED] towards Archaeological Survey and Mitigation Works
- 5 x designated play areas (2 x LAPs, 2 x LEAPs and 1 x NEAP)
- [REDACTED] towards the demolition and rebuilding of dry stone walls, reusing existing material
- 30% affordable housing (including 6 x wheelchair units)
- All dwellings to Code for Sustainable Homes Level 3 or equivalent build standard
- [REDACTED] towards design enhancements, to include render, reconstituted stone, chimneys and slate roofs
- Standard strip foundations
- £0 towards underbuild and retaining features

- [REDACTED] towards onsite attenuation features, assuming attenuation can be delivered within an above ground solution (ponds and swales).
- Allowance for a foul pumping station
- 15m wide easement strip for the potential future undergrounding of the high voltage powerline
- [REDACTED] for overhead electricity cable diversions
- £0 for water main diversion
- All services with capacity available at the boundary

Should the above assumptions alter the difference shall be deducted/added to the land price respectively.

### Land Value Equalisation

The land is in multiple ownerships as detailed below and shown on the attached plan. As part of the contractual arrangement with Barratt Homes, we will require all landholders to enter into a Landowners Agreement, which will set out how the proceeds will be divided upon completion of the purchase.

Due to the interdependent nature of the land parcels in relation to the development proposal we outline below a split of proceeds on an equal basis, to ensure all parties are treated in a fair and equitable manner and to prevent the proposal becoming undeliverable.

You will note that the Rugby Club is not party to any division of the proceeds.

Owner	Gross Acres	% of Total	Equalised Value
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Nailsea Town Council	13.921	70.72%	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<b>Total Gross Area</b>	<b>19.684</b>	<b>100.00%</b>	[REDACTED]

### Indicative Timescales

- Landowners Design workshop – September 2015
- Design review – October 2015
- Agreement of HoT's and Solicitors Instructed – November 2015
- Due Diligence Completed – January 2016
- Exchange – February 2016
- Pre-application enquiry – February 2016
- Outline Planning Application – June 2016\*
- Planning Approval, S106 Signed and Clearance of Judicial Review – May 2017
- Reserved Matters Application – August 2017
- Reserved Matters Approval – January 2018
- Completion – February 2018

\*Should the NSC not support an early planning application Barratt will promote the land through the local plan and seek an allocation. We will require a long stop period of 3 years from exchange of contracts to submit an outline planning application.

### Payment Profile

- Exchange – [REDACTED]
- Completion – [REDACTED]
- Completion plus 18 months – [REDACTED]

**Professional Fees**

In order to exchange contracts expediently and in a cost efficient manner, we propose that the landowners appoint a single solicitor to act on their behalf. On this basis, Barratt Homes offer to contribute towards your reasonable legal fees in connection with drafting the legal contract (cap to be agreed). Such costs are to be deductible from the purchase price.

**Solicitors**

Kate Topp, Partner  
Osborne Clarke  
2 Temple Back East  
Temple Quay  
Bristol  
BS1 6EG

Tel: 0117 917 3034

Thank you for the opportunity to prepare a proposal for this exciting opportunity, we look forward to hearing from you in due course.

Yours sincerely



Simon Gilbert  
Development Director



Matt Regan  
Land Manager

cc. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]





Mr Ian Morrell  
Nailsea Town Council  
Tithe Barn  
Church Lane  
Nailsea  
North Somerset  
BS48 4NG  
**PRIVATE AND CONFIDENTIAL**

10 July 2015

Dear Mr Morrell

**Engine Lane, Nailsea**

Thank you for the opportunity to present our concept proposal to the Town Council at the meeting held on 8<sup>th</sup> July. The presentation produced a healthy debate around the room which we saw as a positive step to having an agreement in principle to proceed with the proposal.

During the meeting there were a number of points worthy of clarification as set out below. We hope that this will assist the Town Council in their decision making process.

**Final Design**

There was a wide range of discussion points raised at the meeting relating to the detail of the proposal. I hope you can appreciate that the proposal is at concept stage, with more detail and final design to be settled in the fullness of time. We would engage with the Town Council, on the principles of design and would welcome a workshop session with our consultant team in September.

**Planning Strategy**

The strategy for obtaining planning permission for this site comprises a two pronged approach. In the first instance, Barratt Homes will be positively engaging in the Plan preparation process seeking the allocation of the site in the emerging Sites and Policies Development Plan Document. In parallel, Barratt Homes will investigate the feasibility of delivering development through a planning application in the short term, subject to securing North Somerset Council's full support. We would engage with North Somerset Council at the earliest opportunity.

There was concern raised at the meeting from members in relation to the threat of speculative planning applications elsewhere in the Town. Barratt would like to explore how we could assist the Town Council prepare a Neighbourhood Plan to help shape the growth and vision of Nailsea. This could be undertaken in parallel with our planning application and promotion work and would act to safeguard areas of the Town which the local population wish to see protected.

## **Rugby Club**

The Rugby Club currently use part of the Town Council land under lease for training (please see the attached ownership plan). The loss of this facility to housing development will require mitigation through a replacement of the same elsewhere, or enhancement to the Club as required by Sport England. Given the nature of surrounding land and third party ownerships replacing like for like is not a possibility. Therefore our proposal includes enhancements to the club's facilities as discussed in order to gain approval from Sport England and to maintain the functionality and future of the Club. These enhancements should be considered as an asset to Nailsea, with the potential for a 'dual use agreement' to ensure that the all-weather pitch is publicly available, as well as the playground located next to the U12's pitch.

The pitch will be designed for all weather use for contact rugby. This is a specialist pitch which is likely to attract demand from a range of clubs, including from professional teams in the area, who may use it for training.

## **Density and Mix**

Our current feasibility layout shows 186 houses, over a net area of 11.75 acres. This equates to c.16 dwellings per net acre/ 39 dwellings per net hectare, which is slightly higher than average due to the mix which focuses on smaller housing types as per the local mix policy. House types predominately range from 1, 2 and 3 bedroom units and no more than 20% 4 bedroom plus units. We would welcome further input from the Town Council to ensure an appropriate mix is agreed.

## **Financial Offer**

The presentation did not focus on a financial offer, which of course is a critical part of the proposal. With agreement that the principle of development is accepted this will be forthcoming in August and will be a detailed proposal identifying landownerships and the division of land value (based upon gross area). For clarity, the Rugby Club will only benefit from the enhancements to the club (subject to a management agreement with the Town Council).

The cash sum that the Town Council receive could directly benefit Nailsea in a number of significant ways and may include enhancing existing or providing new leisure facilities within the Town. We understand that this was a principle aim of the original acquisition of the land.

Early next week I will deliver to you a set of presentation boards which will assist the Council review the proposal. This will include an initial layout, however please note that this is a proving layout only and will change as the design is consulted upon as detailed above. I would be grateful if I could collect these once your meeting has been held.

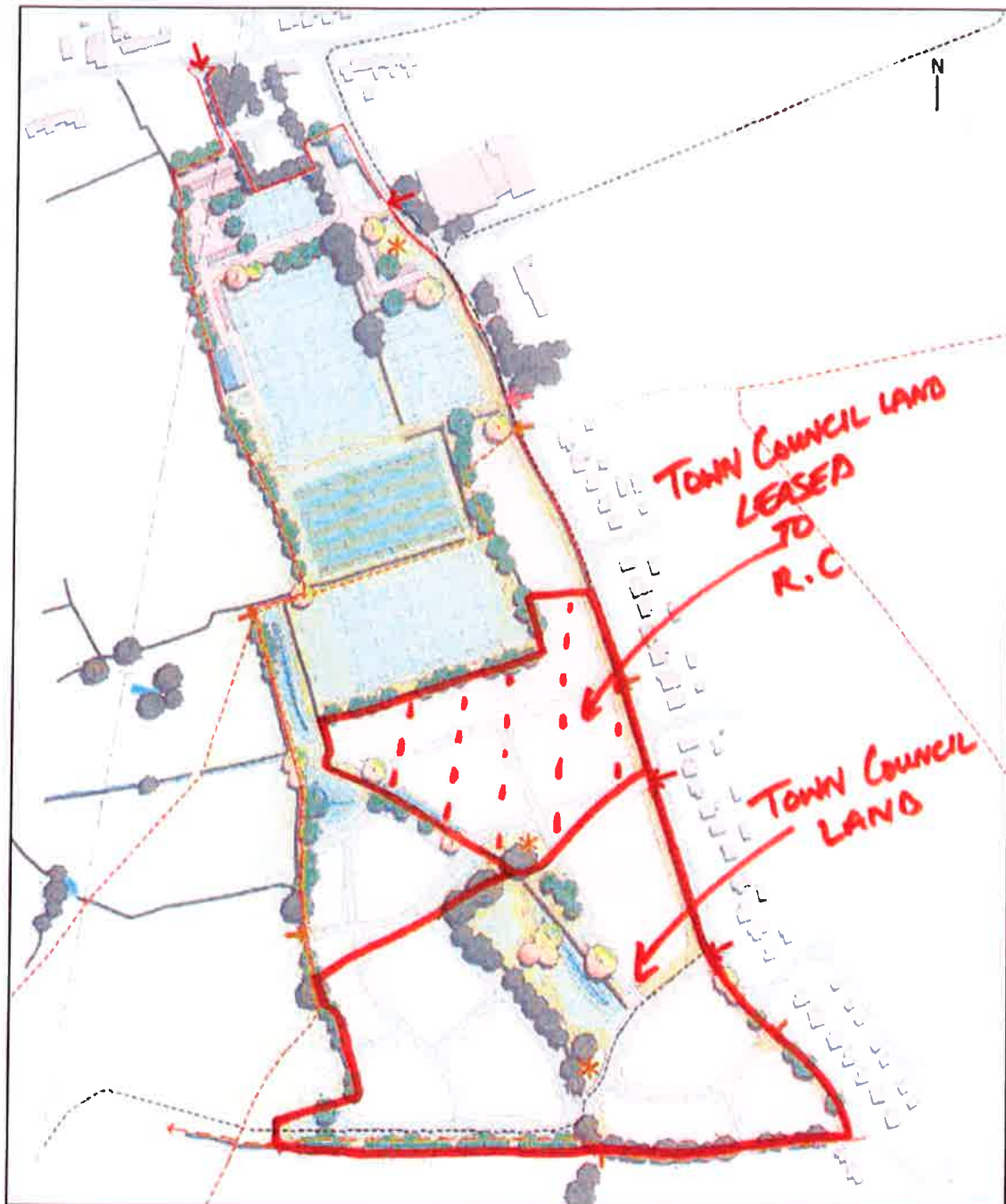
I hope that this note is helpful and further reinforces our considered approach. I look forward to hearing from you shortly.

Yours sincerely



**Matt Regan BA (Hons) MPlan MRCIS**  
Land Manager  
Encls.

**Nailsea Town Council Land Identification Plan**



This plan is for illustrative purposes only.



**Nailsea Town Council Land Identification Plan**



This plan is for illustrative purposes only.

CONFIDENTIAL  
Mr Mark Copleston  
Strategic Land Manager, Barratt Homes  
Vanguard House  
Yeoford Way  
Matford Business Park  
Exeter EX2 8HL

22 May 2014

Dear Mark

**Land off Engine Lane, Nailsea**

I am writing further to our conversation and your email of 16 April and your letter of 25 April.

The issues regarding your proposal were discussed at length by the Town Council in confidential session at its meeting on 21 May 2014.

I have been instructed to notify you that after extensive consideration the Town Council resolved to decline your firm's offer of an option agreement.

Yours sincerely

Ian Morrell  
Town Clerk



# BARRATT HOMES

25<sup>th</sup> April 2014

Mr. I Morrell  
Clerk to Nailsea Town Council  
The Tithe Barn,  
Church Lane,  
Nailsea  
BS48 4NG

## Subject to Contract & Board Approval

Dear Ian

**Re: Land off Engine Lane, Nailsea**

Further to our recent email and subsequent telephone conversation, I have pleasure in setting out my company's draft terms for an option agreement on the Town Councils land at the above location.

### Option Period

The option would extend for a period of Five years, albeit this timescale would in no way deter us from securing planning permission at the earliest opportunity.

### Option Consideration

A deductible but non-returnable consideration of [REDACTED] will be payable on entering into the agreement.

The option period would need to be extendible in the event of an outstanding application, Appeal or legal challenge.

### Purchase Price

On the grant of a satisfactory and implementable planning permission, the purchase price payable on exercise would equate to 87.5% of open market value, taking into account all promotional fees, Section 106 costs and abnormal infrastructure costs which would be deductible from the purchase price.

### Our Obligations

Our obligations, under the terms of the agreement, would be to;

- Take on the role of project managers to secure a satisfactory and implementable planning permission at the earliest opportunity.
- Pay all costs associated with the promotion of the site (such costs to be deductible from the purchase price).
- Cover your reasonable costs in setting up the agreement.

Barratt Homes

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continuation

- Report back regularly to the Town Council on progress.
- Prepare a Masterplan for the site, to be agreed with the Town Council and within an agreed timescale following exchange of contracts.
- Indemnify the Town Council against all planning and other fees and costs relating to the promotion of the land.
- Deal with the provision of off-site services (if relevant).
- Keep the Town Council fully informed of our negotiations with the Council in relation to the scheme being pursued, including the s106 negotiations, and provide clear evidence that all costs of infrastructure and planning gain have been kept to a reasonable minimum.
- Ensure that any affordable housing provision is compliant and use reasonable endeavours to ensure an agreed tenure split whilst achieving best value for the Town Council.

Barratt David Wilson (BDW) has a successful and proven track record in the promotion of land through the planning process. As one of the nation's largest house builders BDW are committed to development of high quality and high value developments and I enclose a brochure providing information on the company, its financial position and it's recent achievements.

We would welcome the opportunity to meet with you and your members to present our proposals. We could use this forum to offer both an explanation of our planning promotion ethos and ideas on land valuation. If you have any queries concerning any of the above, please do not hesitate to contact me.

Yours sincerely



Mark Copleston

**Strategic Land Manager**

Tel: 01392 826621

Mob: 07880 053798

Email: [mark.copleston@barratthomes.co.uk](mailto:mark.copleston@barratthomes.co.uk)

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## Ian Morrell

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**From:** Copleston, Mark [mark.copleston@barratthomes.co.uk]  
**Sent:** 16 April 2014 16:29  
**To:** Ian Morrell  
**Subject:** Re: Nailsea Town Council Land off Engine Lane.

Dear Mr. Morrell

### Re: Town Council Land off Engine Lane, Nailsea

I refer to our telephone conversation earlier this afternoon regarding the Town Councils land at the above location and I do apologise again for the liberty in contacting you in this manner.

Without wishing to intrude I enquire whether your members would consider reviewing an offer for their property - any offer would be subject to our obtaining a planning consent for residential development.

You are no doubt aware that we are residential developers of both executive and family homes and are seeking to acquire suitable sites throughout the Country. Typically Barratt David Wilson are looking to acquire strategic land preferably under an option arrangement focussing on developments comprising family homes in locations which represent a high quality environment.

If you would be interested in discussing this further, on a strictly informal/ confidential basis, I would be grateful if you would please call me on 07880 053798 or alternatively you could send an e-mail.

I look forward to hearing from you in the near future.

Yours

Mark Copleston

Mark Copleston | Strategic Land Manager  
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The sender of this e-mail is a member of the Barratt Developments group of companies, the ultimate parent of which is Barratt Developments PLC (company number 00604574).

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