

P19-2758

24 September 2020

Stephen Belli
New Forest District Council
Appletree Court
Lyndhurst
Hampshire
SO43 7PA

BY EMAIL ONLY

Dear Stephen

Land at The Rise and three neighbouring properties, Stanford Hill, Lyminster
Planning Application ref. 20/10481
Proposed Mechanism for Securing Off-Site Nitrate Mitigation

I write with regard to the above planning application and the requirement to demonstrate 'nitrate neutral' development as a result of the potential impact on the Solent SPA water quality, as required by Natural England Guidance and the Development Plan.

We have now put forward an off-site mitigation strategy which will work by off-setting the increased nitrate load arising from the proposed development. Land has been identified at Heaton Farm on the Isle of Wight for this purpose, whereby part of the farmland will be taken out of agricultural use and planted with trees to result in a balancing reduction in nitrate load. We refer to this scheme as the "Heaton Farm Scheme".

Whilst the LPA has accepted this strategy in principle, you have asked for further details to provide NFDC with confidence that there is a clear route to ensuring that the relevant parties are legally bound to implement and maintain the off-setting land.

The legal mechanism for securing the implementation of the Heaton Farm Scheme *in relation to this development* would be via a Section 106 and Section 111 Agreement. This would tie the relevant obligations required to mitigate the development to both the Application site and the Heaton Farm Scheme land, and this would allow for enforcement by both IoWDC and NFDC.

The details of this Agreement will be as follows:

1. The substantive obligations on Mr Heaton, the landowner of the Heaton Farm Scheme, would be (following acquisition of Credits relating to the relevant part of the Heaton Farm Scheme) to:

First Floor, South Wing, Equinox North, Great Park Road, Almondsbury, Bristol, BS32 4QL
T: 01454 625945 | www.pegasusgroup.co.uk

Birmingham | Bracknell | Bristol | Cambridge | Cirencester | Dublin | East Midlands | Edinburgh | Leeds | Liverpool | London | Manchester | Newcastle | Peterborough | Solent

 DESIGN  ENVIRONMENT  PLANNING  ECONOMICS  HERITAGE

The contents of this document must not be copied or reproduced in whole or in part without the written consent of Pegasus Group.
Pegasus Group is a trading name of Pegasus Planning Group Limited (07277020) registered in England and Wales Registered Office: Pegasus House, Querns Business Centre, Whitworth Road, Cirencester, Gloucestershire, GL7 1RT
Copyright Pegasus Planning Group Limited 2011. The contents of this document must not be copied or reproduced in whole or in part without the written consent of Pegasus Planning Group Limited

- a. take the relevant part of the Heaton Farm Scheme out of agricultural use in perpetuity;
 - b. submit and agree a woodland planting scheme in respect of the relevant part of the Heaton Farm Scheme;
 - c. provide for Credits to be drawn down against further identified parcels of land to mitigate future developments as and when they come forward

(only if Option 1, identified below, is pursued); and
 - d. notify IoWDC and NFDC when Credits are purchased through the service of a Notice of Purchase; and
 - e. pay a monitoring contribution to IoWDC.
2. IoWDC would covenant with NFDC to monitor the Heaton Farm Scheme. This would take the following form:
 - a. annual monitoring from the Activation Date (being the service of the first Notice of Purchase) until the Twenty Year Date (being 20 years after the Activation Date); and
 - b. monitoring every five years from the Twenty Year Date until the End Date (being 125 years from the Activation Date); and
 - c. one visit in the final year ending on the End Date.
 3. The Heaton Farm Scheme would operate in perpetuity, being 125 years from the Activation Date.

The Heaton Farm Scheme itself can be secured in one of two ways, dependent on whether NFDC intends to utilise the scheme in respect of other proposed developments. Either:

Option 1: a district wide agreement between Mr Heaton, IoWDC and NFDC which secures the wider Heaton Farm Scheme for use for Lifestory and also other developers to draw down credits from. This would not regulate the use of the Application Site, although there could be a separate agreement between Lifestory (and the current owners of the Application Site) and NFDC which regulates the Application Site where Lifestory would covenant directly with NFDC to acquire the "Credits" in respect of the relevant part of the Heaton Farm Scheme and to service a Notice of Purchase prior to occupation of the development.

Or

Option 2: a development specific agreement between Mr Heaton, IoWDC, Lifestory (and the current owners of the Application Site) and NFDC securing the mitigation required purely to offset the development. This would prevent the need for more than one agreement to regulate the development and would identify the specific mitigation land which would offset the nitrates. This would not prevent NFDC, IoWDC and Mr Heaton continuing to negotiate and agree a district wide agreement that other developments could utilise in parallel.

We acknowledge the LPA's preference for Option 2, as set out in your email to me dated 23rd September 2020.

Please note that the off-site mitigation strategy has been developed on a without prejudice basis to Lifestory's position that the on-site mitigation is sufficient to mitigate the nitrates impact of the development.

I trust this provides sufficient clarity and comfort on the matter but please do let me know if you need any further information.

Yours Sincerely,



Kate Holden
Associate

kate.holden@pegasusgroup.co.uk