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**From:** James McMurdo [REDACTED]  
**Sent:** 10 May 2019 12:58  
**To:** Planning Policy  
**Cc:** [REDACTED]  
**Subject:** Representations on the draft Affordable Housing Supplementary Planning Document SPD (McMurdo Ref 18001) on Behalf of Stuart Partners Ltd (Mr T Stuart) 10 May 2019  
**Attachments:** 18001 Stuart Partners Ltd Mr T Stuart Affordable Housing SPD 10 May 2019 0936.doc; 18001 PDF Copy DAH SPD Reps Stuart Partners Ltd Mr T Stuart.pdf

Dear Sirs

**Representations on the draft Affordable Housing Supplementary Planning Document SPD (McMurdo Ref 18001) on Behalf of Stuart Partners Ltd (Mr T Stuart) 10 May 2019**

*Delivered by email to [planningpolicy@eastdevon.gov.uk](mailto:planningpolicy@eastdevon.gov.uk)*

On behalf of our client Stuart Partners we welcome the opportunity to comment on East Devon District Council's draft Affordable Housing Supplementary Planning Document (SPD) which is being consulted on until 5 pm on the 10 May 2019.

Our client is represented by Turleys (who also represent Bloor) with regard to their land at Denbow. Turleys will make separate representations to this draft on key issues relating to:

1. Benchmark Land Value; and,
2. Overage Clauses.

Our representations should be read together with those made by Turleys.

We trust that you'll take the content of the attached document into account and should you need clarification on any matter please contact us.

Thank you for the opportunity to comment.

Yours faithfully

James

**James McMurdo MRTPI MRICS**

Director

McMurdo Land Planning and Development Ltd

a Unit 2, Sowton Business Centre, Capital Court, Bittern Road, Exeter, EX2 7FW

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**McMurdo Land Planning & Development Ltd**  
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**Please note our change of address from 3 January 2019 to: Unit 2, Sowton Business Centre, Capital Court, Bittern Road, Exeter, EX2 7FW.**

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Planning Policy  
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Devon  
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10 May 2019

*By email only to [planningpolicy@eastdevon.gov.uk](mailto:planningpolicy@eastdevon.gov.uk)*

Dear Sirs

**(McMurdo Ref 18001) Representations on the draft Affordable Housing Supplementary Planning Document (SPD) on Behalf of Stuart Partners Ltd (Mr T Stuart) 10 May 2019**

**Introduction**

On behalf of our client Stuart Partners Ltd, which has significant land and other interests across East Devon, we welcome the opportunity to comment on East Devon District Council's draft Affordable Housing Supplementary Planning Document (SPD) which is being consulted on until 5 pm on the 10 May 2019.

Whilst our client has significant land and other interests across East Devon, they and Bloor Homes together share control of tranches of land, between the A30 and the A3052, to the east of Exeter (within East Devon district), which can deliver future mixed-use development at a strategic scale. Specifically, on these tranches, Turleys will make detailed, separate representations to this draft on key issues relating to:

1. benchmark land values; and,
2. overage clauses,

and, our representations should be read in conjunction with those made by Turleys.

## **Representations**

### **1. Thresholds**

Our client supports the approach set out in relation to thresholds in so far as it:

- fully aligns with the updated 2018 National Planning Policy Framework (NPPF), and in particular the most recent definition of major development contained within it; and,
- allows applicants to justify circumstances where it might not be appropriate to meet the Local Plan affordable housing targets.

Our client objects to the approach set out in relation to thresholds in so far as it:

- attempts to set an “at least 66%” figure for exception sites at villages, small towns and outside built-up area boundaries, because such an approach will hamper delivery, and is at odds with the approach that should be followed as set out in the updated NPPF (which urges that exception sites should be supported where meeting appropriate criteria, and advocates the delivery of development on such sites to meet local need utilising open market housing to aid delivery as appropriate).

### **2. Land Values and Viability**

Our client objects to the approach set out in relation to land values and viability in so far as it:

#### **Benchmark Land Value**

- references a 20% uplift on the existing use value (EUUV) of land which is inappropriate because it fails to align with methodologies prescribed for determining benchmark land values in the NPPF and PPGV, fails to consider transactional market evidence, would prescribe unacceptable returns for a landowner and deter a reasonable landowner from releasing land for strategic development, hence, and, is at odds with Judgements handed down from the High Court;
- would stifle strategic scale delivery (landowners would not release land);

#### **Overage Clause**

- proposes the full release of all development information which is an overly onerous and challenging process to undertake and manage in practice, especially when considering strategic development which by its nature involves multiple developers with various works of infrastructure to be provided by different parties within multi-phased cashflow periods;

- fails to require a method which is simple to administer, minimises the time/cost burden on respective stakeholders and avoids increasing the unreasonable prospect of disagreement and delay;
- does not provide copies of the sample overage clauses for review and as such gives us no chance to provide fully informed comments, in any case; and,

### **Generally**

- fails to specifically reference the cost implications associated with the delivery of strategic sites and fails to make clear that the cost burden of meeting servicing/infrastructure requirements represents a prospective justification for the Council accepting reduced levels of affordable on such sites (Cranbrook strategic site expansion areas will be set a 15% affordable housing target and zero CIL subject to consultation and examination).

### **3. Off Site Provision**

Our client supports the approach set out in relation to offsite provision in so far as it:

- allows for affordable housing to be provided off-site; and,
- allows for a monetary contribution in lieu of affordable housing on site.

### **4. Brownfield Land**

Our client supports the approach set out in relation to the re-use of brownfield land in so far as it:

- permits the reduction of affordable housing contributions where vacant buildings are being reused or redeveloped. In such scenarios, the affordable housing requirement should be reduced by a proportionate amount, equivalent to the existing gross floor space of existing buildings. This is known as “vacant building credit” (VBC) and means that on-site affordable housing units and/or off-site financial contributions will be reduced as a result of applying the credit. Indeed, if the total floor space of existing buildings to be reused or redeveloped is equal to or exceeds the total floor space created, then no affordable housing should be sought.

Our client objects to the approach set out in relation to the re-use of brownfield land in so far as it:

- conveys that the Council will consider not applying the VBC where, inter alia, the building is covered by an extant or recently expired permission for the same or substantially the same development, because this would potentially put at risk, the most efficient delivery of brownfield land. Amplifying, often delivering housing on brownfield land is complex and the approach outlined would mean that subsequent applications on the same site to effectively ensure the viable delivery of housing on such a site (for example to increase the density to make a more effective use of the land or to improve the development quality

through design etc) would lose the benefit of the VBC, jeopardising the delivery of housing development on brownfield sites which the Council, laudably, is aiming to encourage.

### **5. Self-Build**

Our client objects to the approach set out in relation to self-build in so far as it:

- fails to align with the NPPF because it fails to acknowledge that self-build could provide market *or* affordable housing.

### **6. Phasing**

Our client objects to the approach set out in relation to phasing and blending affordable and market housing delivery in so far as it:

- fails to consider the complexities of delivering a balance of physical infrastructure, social and community and green infrastructure, and open market and affordable housing on strategic development sites, or the role of Section 106 agreements in securing such balanced delivery.

On behalf of our client, we thank you for the opportunity to comment and trust that our comments will be taken into consideration.

Please can you confirm receipt in due course.

Thank you.

Yours faithfully

James

**James McMurdo MRTPI MRICS**  
**Director**

**For Stuart Partners Ltd**