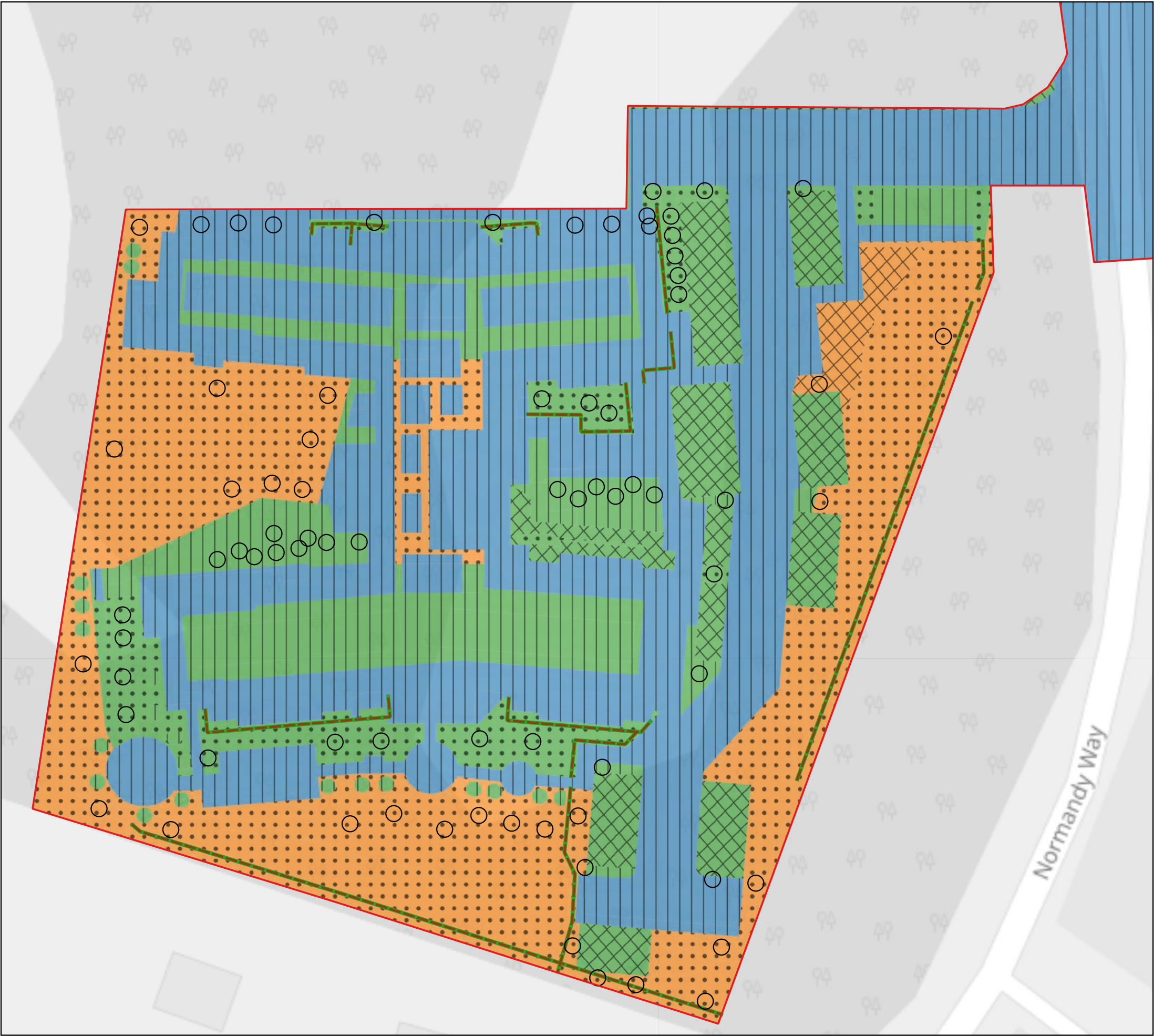




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Key

 **Red Line Boundary**

Proposed Habitat Condition

 **Moderate**

 **Poor**

 **N/A - Other**

 **Condition Assessment N/A**

Proposed Habitat Distinctiveness

 **Medium**

 **Low**

 **V.Low**

Proposed Hedgerow Condition

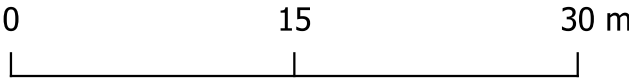
 **Moderate**

Proposed Hedgerow Distinctiveness

 **Low**

Proposed Individual Tree Condition

 **Moderate**



client
Brackley Investments Ltd
project
Land at Bartons Road, Havant

drawing title
PROPOSED HABITAT CONDITON /
DISTINCTIVENESS

scale @ A3
1:400

drawn
DS / JG

issue date
18/7/2023

drawing / figure number

Figure 18

Appendix 1

Reference should be made to the Landscape Planting Plan. A summary of the treatments to each area of open space is given below:

The southern formal garden & woodland boundary

This garden will be a combination of formal open space grading into grassland/woodland habitat. To add further structure informal areas will also have a number of woodpiles and the canopy trees will be under planted to create better structure (shrub and field/ground layer) and diversity.

The area is capable of supporting a small meadow to the south of the formal section which will again grade into areas of natural plantings of herbaceous perennials. A small water feature with naturalistic planting will be created here. Also compost area and sheds provide further opportunities to create wildlife friendly features (e.g., compost, leaf mulching, and nest boxes).

Eastern Woodland boundary

Extraneous species such as cypresses, cherry laurel and Portuguese laurel will be removed and replaced by native shrub species including holly and hazel and under retained trees there will be additional ground flora planting. Again, as this area is likely to be shaded it is better suited to being managed as primarily woodland habitat. And given the relatively limited area it is best to focus on one major habitat type. This will allow the habitat to develop more value.

Plant species lists to be included in landscape planting areas and retained habitats

Shade, Understory and Woodland Edge Planting

Growing under canopy trees or adjacent to retained hedges, this layer can include both sun-loving and shade-tolerant plants.

- Bugle *Ajuga reptans*
- Common Hawthorn *Crataegus monogyna*
- Crab Apple *Malus sylvestris*
- Dog-rose *Rosa canina*
- Male Fern *Dryopteris mas*
- Lady Fern *Athyrium filix femina*
- Elder *Sambucus nigra*
- English Bluebell *Hyacinthoides non-scripta*
- Foxglove *Digitalis purpurea*
- Harts *tongue fern*
- Hazel *Corylus avellana*
- Holly *Ilex aquifolium*

- Honeysuckle *Lonicera periclymenum*
- Ivy *Hedera helix*
- Primrose *Primula vulgaris*
- Red Campion *Silene dioica*
- Rowan *Sorbus aucuparia*
- Sallow *Salix caprea*
- Shield fern *Dryopteris dilatata*
- Silver Birch *Betula pendula*
- Snowdrop *Galanthus nivalis*
- Stinking iris *Iris foetidissima*
- Sweet Woodruff *Galium odoratum*
- Wood Anemone *Anemone nemorosa*
- Wood Betony *Stachys officinalis*
- Wood sage (*Teucrium scorodonia*)
- Sweet Violet (*Viola odorata*),
- Common Dog Violet (*Viola riviniana*)
- Wild Strawberries (*Fragaria vesca*),
- Solomon's Seal (*Polygonatum multiflorum*),
- Lesser Celandine *Ranunculus minor*
- Lily of the Valley (*Convallaria majalis*),
- Wood Cranesbill (*Geranium sylvaticum*)
- Wild Garlic or Ramsons (*Allium ursinum*).

Trees and Shrubs Species

- Field maple *Acer campestre*
- Small-leaved lime *Tilia cordata*
- Wild Cherry *Prunus avium*
- Bird Cherry *Prunus padus*
- Silver Birch (*Betula pendula*),
- Alder (*Alnus glutinosa*),
- Hornbeam (*Carpinus betulus*)
- Snowy *Mespilus Amelanchier*
- Yew (*Taxus baccata* internal hedging and shaped),

- Hazel (*Corylus avellana*) (which, can be coppiced),
- Crab Apple (*Malus sylvestris*),
- Rowan (*Sorbus aucuparia*),
- Spindle (*Euonymus europaeus*),
- Hawthorn (*Crataegus monogyna*)
- Guelder Rose (*Viburnum opulus*),
- Black Elder *Sambucus nigra* var Black lace
- Dogwoods (*Cornus sanguinea*),
- Holly (*Ilex aquifolium*) (can be trimmed and shaped for more formal appearance).
- California lilac *Ceanothus spp.*
- *Skimmia* (male plants)
- *Mahonia spp*
- *Abelia* (Bee bush)
- Lilacs

Smaller shrubs and Herbaceous perennials (Plants selected for nectar, bee, and insect friendly) list not exhaustive.

- Honey suckles various bush varieties and climbers
- Roses various species of climbing, hedge, and ramblers with open flowers
- Lavender
- *Pulmonaria spp* Lungworts
- Sedums
- Winter aconite
- Crocuses
- Phacelia
- Perennial wallflowers
- Snow drops
- Marjoram
- Teucriums
- Chives
- Rosemary
- Sages
- Cowslip
- Russian Comfrey

- Forget me not
- Red valerian
- Meadow sweet
- Bluebells
- Boston creeper (placed on selected walls in south facing position-valuable for bees)
- *Solidago canadensis*
- Red hot poker *Kniphofia spp.*

Neutral Grassland Mix (proprietary mix containing some or all of species listed or similar) managed as per suppliers' recommendations

- Common knapweed *Centaurea nigra*
- Wild carrot *Daucus carota*
- Ladys bedstraw *Galium verum*
- Ox- eye daisy *Leucanthemum vulgare*
- Musk mallow *Malva moshata*
- Ribwort Plantain *Plantago lanceolata*
- Salad burnet *Poterium sanguisorba*
- Self-heal *Prunella vulgaris*
- Sheeps sorrel *Rumex acetosa*
- White campion *Silene dioica*
- Common bent *Agrostis capillaris*
- Crested dogstail *Cynosurus cristatus*
- Red fescue *Festuca rubra*
- Smaller catstail *Phleum bertolonii*
- Smooth stalked meadow grass *Poa pratense*
- Yellow rattle *Rhinathus minor*
- Birdsfoot trefoil *Lotus corniculatus*

Semi-Ornamental Water feature

- Yellow flag,
- flowering rush
- Water plantain,
- Mares tail,
- Water forget me not

Appendix 2

Birds found outside 1km in 2023 consultation plan.

Species	Date	Conservation Status	Approximate Location Relative to Site
Lesser Redpoll <i>Acanthis cabaret</i>	2005 – 2020	BOCC_Red NERC_s41	Multiple records, closest approximately 1.72 km NW
Kingfisher <i>Alcedo atthis</i>	2004 - 2020	EU_Bird_1 WCA_s1p1	Multiple records, closest 1.73 km NW
Tree Pipit <i>Anthus trivialis</i>	2014	BOCC_Red NERC_s41	One record 3.2 km S
Cetti's Warbler <i>Cettia cetti</i>	2004 – 2018	WCA_s1p1 CS	Multiple records, closest 2.9 km S
Corncrake <i>Crex crex</i>	2020	BOCC_Red WCA_s1p1 NERC_s41 CR	One record, 1.9km S
Ringed Plover <i>Charadrius hiaticula</i>	2010 - 2018	BOCC_Red	Multiple records, closest 2.9 km S
Black Tern <i>Chlidonias niger</i>	2015 - 2017	EU_Bird_1 WCA_s1p1	Two records, closest 2.9 km S
Marsh Harrier <i>Circus aeruginosus</i>	2013 - 2020	EU_Bird_1 WCA_s1p1 CR	Multiple records, closest 1.9km S
Hen Harrier <i>Circus cyaneus</i>	2017 – 2018	EU_Bird_1 BOCC_Red NERC_s41 WCA_s1p1	Two records, closest 3.2 km SW
Hawfinch <i>Coccothraustes coccothraustes</i>	2013 - 2016	BOCC_Red NERC_s41 CI	Two records, closest 1.39 km NE
White-fronted goose <i>Anser albifrons</i>	2020	BOCC_Red	One record, 1.9km SW
Peregrine <i>Falco peregrinus</i>	2004 - 2020	EU_Bird_1 WCA_s1p1 CR	Multiple records, location sensitive
Hobby <i>Falco subbuteo</i>	2004 – 2018	WCA_s1p1 CI	Multiple records, location sensitive
Pied flycatcher <i>Ficedula hypoleuca</i>	2020	BOCC_Red CR	One record, 1.6km SW
Brambling <i>Fringilla montifringilla</i>	2011 - 2018	WCA_s1p1	Multiple records, closest 1.3 km SE

Species	Date	Conservation Status	Approximate Location Relative to Site
Black-throated Diver <i>Gavia arctica</i>	2017 - 2018	EU_Bird_1 WCA_s1p1	Multiple records, closest 2.0 km SE
Great Northern Diver <i>Gavia immer</i>	2015 - 2020	EU_Bird_1 WCA_s1p1	Two records, Closest 1.9 km SW
Red-throated Diver <i>Gavia stellata</i>	2007	EU_Bird_1 WCA_s1p1	One record, 2.9 km S
Little Gull <i>Hydrocoloeus minutus</i>	2013 - 2015	EU_Bird_1 WCA_s1p1	Multiple records, closest 2.9 km S
Wryneck <i>Jynx torquilla</i>	2017 - 2018	WCA_s1p1	Two records, closest 2.0 km SW
Lesser Black-backed Gull <i>Larus fuscus</i>	2004 - 2020	BOCC_Red CR	Multiple records, closest 1.1 km SE
Black-tailed Godwit <i>Limosa limosa</i>	2004 - 2018	BOCC_Red WCA_s1p1 CI	Multiple records, closest 2.9 km S
Common Crossbill <i>Loxia curvirostra</i>	2018	WCA_s1p1 CS	One record 1.8 km SW
Common Scoter <i>Melanitta nigra</i>	2016	BOCC_Red NERC_s41 WCA_s1p1	One record 2.9 km S
Grey Wagtail <i>Motacilla cinerea</i>	2004 - 2020	BOCC_Red	Multiple records, closest 1.3 km NE
Yellow Wagtail <i>Motacilla flava</i>	2008 – 2020	BOCC_Red CR	Multiple records, closest 1.6 km SW
Curlew <i>Numenius arquata</i>	2004 - 2020	BOCC_Red NERC_s41	Multiple records, closest 1.6 km N
Whimbrel <i>Numenius phaeopus</i>	2004 – 2017	BOCC_Red WCA_s1p1	Multiple records, closest 2.3 km NW
Osprey <i>Pandion haliaetus</i>	2007 - 2020	EU_Bird_1 WCA_s1p1	Multiple records, closest 1.3 km W
Bearded Tit <i>Panurus biarmicus</i>	2013	WCA_s1p1 CR	One record, 2.9 km S
Honey-buzzard <i>Pernis apivorus</i>	2010 – 2016	EU_Bird_1 WCA_s1p1 CR	Multiple records, location sensitive
Black-tailed godwit <i>Limosa limosa</i>	2020	BOCC_Red WCA_s1p1	One record, 1.9km
Black Redstart <i>Phoenicurus ochruros</i>	2004 – 2020	BOCC_Red WCA_s1p1 CR	Multiple records, closest 1.7 km W

Species	Date	Conservation Status	Approximate Location Relative to Site
Spoonbill <i>Platalea leucorodia</i>	2007 – 2015	EU_Bird_1 WCA_s1p1	Two records, closest 2.9 km S
Slavonian Grebe <i>Podiceps auritus</i>	2017 – 2018	EU_Bird_1 WCA_s1p1	Two records, closest 2.0 km SE
Red-necked Grebe <i>Podiceps grisegena</i>	2007 - 2016	BOCC_Red	Two records, closest 2.9 km S
Black-necked Grebe <i>Podiceps nigricollis</i>	2007 – 2018	WCA_s1p1	Two records, closest 2.0 km SE
Avocet <i>Recurvirostra avosetta</i>	2015 - 2018	EU_Bird_1 WCA_s1p1 CR	Multiple records, closest 3.1 km SE
Woodcock <i>Scolopax rusticola</i>	2004 - 2010	BOCC_Red	Two records closest 2.32 km SW
Serín <i>Serinus serinus</i>	2018	WCA_s1p1	One record 1.3 km W
Little Tern <i>Sternula albifrons</i>	2014 - 2017	EU_Bird_1 WCA_s1p1 CR	Multiple records, closest 3.1 km SW
Turtle Dove <i>Streptopelia turtur</i>	2013 – 2016	BOCC_Red NERC_s41	Multiple records, closest 1.3 km NE
Goshawk <i>Accipiter gentilis</i>	2020	WCA_s1p1 CR	One record, location sensitive
Greenshank <i>Tringa nebularia</i>	2004 - 2020	WCA_s1p1	Multiple records, closest 1.9 km S
Green Sandpiper <i>Tringa ochropus</i>	2008 – 2020	WCA_s1p1	Multiple records, closest 1.3 km W
Redwing <i>Turdus iliacus</i>	2004 – 2020	BOCC_Red WCA_s1p1	Multiple records, closest, 1.6 km SW
Fieldfare <i>Turdus pilaris</i>	2010 – 2017	BOCC_Red WCA_s1p1	Multiple records, closest 2.3 km W
Ring Ouzel <i>Turdus torquatus</i>	2013 – 2016	BOCC_Red NERC_s41	Multiple records, closest 2.3 km W
Barn Owl <i>Tyto alba</i>	2005 - 2010	WCA_s1p1	Two records, closest 1.1 km NW

Appendix 3

Static Detector Surveys Summary of Results 2020

Survey Period	Unit Reference / Location	Total Registrations Over 5 nights	Species recorded (in order of abundance and total number of registrations)	Summary of Activity	Barbastelle Activity
26/06/2020 – 02/07/2020	Unit 1:	67	5 species: Common pipistrelle (57), soprano pipistrelle (5), serotine (2), <i>Myotis</i> sp (2) and <i>Nyctalus</i> sp (1)	Activity was consistent throughout the June survey period totalling 67 registrations with a peak in activity recorded on 30 th -1 st with 20 calls, the majority of calls being Common pipistrelle with 14 calls respectively. A drop in activity was recorded with 4 Common pipistrelle calls registered in total on 27 th – 28 th . A moderate species diversity was recorded with a total of 5 species, the majority was made up of Common pipistrelle followed by some Soprano pipistrelle activity which peaked on the 30 th -1 st . One <i>Nyctalus</i> sp call was recorded on the 30 th -1 st . 2 Serotine and <i>Myotis</i> sp. calls were recorded throughout the survey period.	None recorded.

Survey Period	Unit Reference / Location	Total Registrations Over 5 nights	Species recorded (in order of abundance and total number of registrations)	Summary of Activity	Barbastelle Activity
23/07/2020 – 28/07/2020	Unit 2	253	5 species: Common pipistrelle (181), <i>Myotis</i> sp (47), serotine (13), soprano pipistrelle (6) and <i>Nyctalus</i> sp (6)	Activity was evenly spread throughout the survey period excluding a peak in activity on 24 th -25 th which made up 44.3% of the total 253 registrations. The majority of these calls were Common pipistrelle totalling 181 calls over the survey period. Notably, a large number of <i>Myotis</i> sp. were recorded totalling 47 calls (18.6%). A peak in <i>Myotis</i> sp. activity was recorded on 27 th -28 th with 22 registrations. Species diversity was considered moderate with 6 species recorded. 13 Serotine calls were recorded, activity was evenly spread between three nights, 23 rd – 26 th . 6 Soprano pipistrelles were recorded and 6 <i>Nyctalus</i> sp. on the 24 th – 25 th .	None recorded.
20/08/2020 – 24/08/2020	Unit 3	681	6 species: Common pipistrelle (484), <i>Myotis</i> sp (142), soprano pipistrelle (41), serotine (6), <i>Pipistrellus</i> sp (4), <i>Nyctalus</i> sp (3) and <i>Plecotus</i> sp (1)	This survey period totalled 681 registrations which were predominantly Common pipistrelle (484 calls, 71.7%). Activity was fairly consistent on the nights of the 19 th -20 th (156 calls), 21 st -22 nd (190 calls) and 22 nd -23 rd (210 calls). There was a drop in activity on the 20 th -21 st (66 calls) and 23 rd -24 th (59 calls). Species diversity was comparatively high with a total of 8 species/ species groups recorded. <i>Myotis</i> sp. activity was high with a total of 142 registrations. These were evenly spread throughout the survey period peaking on 21 st -22 nd . 41 Soprano pipistrelles were recorded with a peak in activity on 19 th -20 th and 4 <i>Pipistrellus</i> sp. peaking on 21 st -22 nd and 3 <i>Nyctalus</i> sp. were recorded on the 21 st -22 nd and 22 nd -23 rd . In total 6 Serotines were recorded, half of the activity was recorded on 20 th -21 st . Notably, one <i>Plecotus</i> sp. was recorded on 22 nd -23 rd only.	None recorded.

Survey Period	Unit Reference / Location	Total Registrations Over 5 nights	Species recorded (in order of abundance and total number of registrations)	Summary of Activity	Barbastelle Activity
17/09/2020 – 22/09/2020	Unit 4	399	8 species: Common pipistrelle (173), soprano pipistrelle (173), <i>Myotis</i> sp (18), barbastelle (11), <i>Plecotus</i> sp (10), <i>Nyctalus</i> sp (7), nathusius' pipistrelle (5) and <i>Pipistrellus</i> sp (2)	This static recorded a total of 399 bat calls. Activity peaked on 21 st -22 nd with a total of 103 registrations which were predominantly Soprano pipistrelles (65 calls). There was a drop in activity on the 19 th -20 th with 50 registrations. A total of 9 species/ species groups were recorded. The highest number of registrations were equally Common pipistrelle and Soprano pipistrelle with 173 calls respectively. 7 <i>Nyctalus</i> sp were recorded over the survey period, with activity consistent throughout. 10 <i>Plecotus</i> sp. were recorded peaking on 20 th -21 st . 18 <i>Myotis</i> sp. were recorded with activity fairly evenly spread throughout. Notably, 5 Nathusius' pipistrelles were recorded, with activity peaking on the 20 th -21 st and 11 Barbastelles were recorded with peaks in activity on the 19 th -20 th and 20 th -21 st . These latter two species are the only recordings during the survey period.	11 Barbastelles were recorded in total between 19 th -22 nd . Activity on the 19 th -20 th peaked between the hours of 00:00-01:00. On the 20 th -21 st activity was evenly spread between the hours of 20:00-23:00. One registration occurred on the 22 nd at 01:00.
08/10/2020 – 13/10/2020	Unit 5	91	6 species: Common pipistrelle (70), soprano pipistrelle (12), <i>Myotis</i> sp (6), <i>Nyctalus</i> sp (1), serotine (1), and <i>Plecotus</i> sp (1)	Significantly less activity was recorded on this static with a total of 91 registrations. Activity peaked on the 8 th -9 th with a total of 46 calls, of which 82.6% were Common pipistrelle. 6 species were recorded, with 1 <i>Nyctalus</i> sp, Serotine and <i>Plecotus</i> sp. recorded solely on the 11 th -12 th . 6 <i>Myotis</i> sp. calls were recorded, 5 of which were on 8 th -9 th . 12 Soprano pipistrelle were recorded with activity peaking on the 11 th -12 th . Notably, 0 bat calls were recorded on the 12 th -13 th .	None recorded.

Survey Period	Unit Reference / Location	Total Registrations Over 5 nights	Species recorded (in order of abundance and total number of registrations)	Summary of Activity	Barbastelle Activity
16/05/2023 – 21/05/2023	May 23	188	7 species: Common Pipistrelle (100), Soprano Pipistrelle (31), <i>Nyctalus / Eptesicus</i> (19), Serotine (16), <i>Nyctalus sp.</i> (11), <i>Myotis sp.</i> (6), Noctule (5).	Activity was fairly evenly spread throughout the 5-night period with a peak of 60 registrations on the 17 th , but otherwise between 46-25 registrations each other night. Approximately 70% of the calls recorded during this period were derived from common or soprano pipistrelle, with <i>Nyctalus</i> and <i>Eptesicus</i> species registrations making up approximately another 27% of the those recorded. <i>Myotis</i> species only accounted for 3.2% of registrations.	None recorded
15/06/2023 – 20/06/2023	June 23	753	11 species: Common Pipistrelle (546), Soprano Pipistrelle (101), Serotine (36), Barbastelle (27), <i>Myotis</i> Species (14), <i>Nyctalus / Eptesicus</i> (11), Pipistrelle Species (7), Noctule (6), <i>Nyctalus</i> Species (3), Brown Long-eared (1), Long Eared Species (1)	This is a new peak count of registrations across the survey effort so far. Most of the activity occurred in the first three days, peaking on the third night (17 th -18 th) with 208 registrations. Calls were predominantly from common pipistrelles (73%), with another large portion of the calls originating from soprano pipistrelles (13%). Serotine and barbastelle bats made up 5% and 4% of the registrations respectively	27 total registrations for Barbastelle bats were recorded across the five nights recorded. The peak number of registrations was 13 on the night of the 16 th /17 th with 11 of these registrations occurring between 0:42am and 1:30am.

Appendix 4

Section 106 Agreement 2021

DATED

31st March

2021

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

**(2) JUDITH MARY DARMADY, EDWARD JOHN DARMADY, SIMON GERALD PIGOT WILLIAMS
and LUCY GEORGIANA PIGOT WILLIAMS**

SECTION 106 AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land and on the east side of Helmsley House, Bartons Road, and west of Normandy Road,
Havant

THIS AGREEMENT is made on

31st March

2021

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant PO9 2AX (Council); and
2. **JUDITH MARY DARMADY, EDWARD JOHN DARMADY, SIMON GERALD PIGOT WILLIAMS and LUCY GEORGIANA PIGOT WILLIAMS** of Meadowview 26 Vyne Road, Sherborne St John, Basingstoke, Hampshire RG24 9HX (Owners).

BACKGROUND

- (A) For the purposes of the Act, the Council is the local planning authority for the area within which the Land is situated.
- (B) The Owners are the freehold Owners of the whole of the Land.
- (C) The Application has been submitted to the Council for permission to develop the Land in accordance with the Planning Permission.
- (D) The Owners enter into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owners entering into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
- (E) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owners and their successors in title.

The parties agree as follows:

1 DEFINITIONS

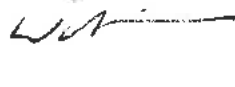
- 1.1 From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement and Background:

"the Act"	means the Town and Country Planning Act 1990.
"Application"	means the application submitted to the Council for planning permission to carry out the Development and given the Council's reference number APP/20/00761.
"Approved Matters"	means any facilities, services, project work or infrastructure relating to the Development or in respect of which this Agreement authorises the financial contributions secured under this Agreement are to be applied.
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of: site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or

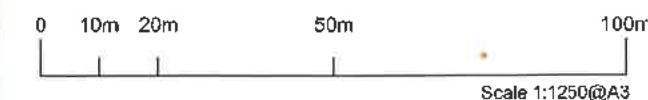
	other adverse ground conditions, diversion and laying of services on the Land, and "Commence", "Commencement" and similar expressions shall be construed accordingly.
"CPI"	means the consumer prices index published by the Office for National Statistics.
"Development"	means the erection of a 64 bed older persons care home (Use Class C2) together with the construction of a new access road, parking, drainage works, landscaping and other associated infrastructure on the Land and in accordance with the Planning Permission.
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 10 to determine a dispute
"Health Contribution"	means the sum of £5,600 payable to the Council as a contribution towards increasing the capacity of existing health care facilities in the vicinity of the Land in order to accommodate the increased demand for such services as a result of the Development.
"Index"	means CPI in respect of all financial sums payable to the Council.
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A = the last figure published for the Index that applied immediately preceding the date that the payment is due B = the last figure published for the Index that applied immediately prior to the date of this Agreement.
"Interest"	means interest at 4% above the base lending rate of the Barclays Bank PLC from time to time
"Land"	means the freehold property being land on the east side of Helmsley House, Bartons Road, and west of Normandy Road, Havant, shown edged red on the Plan and registered at the Land Registry with title number SH23161.
"Nutrient Mitigation Contribution"	means the sum of £33,244.50 payable to the Council towards the costs to be incurred by the Council in providing measures to offset the nutrient load of the Development as mitigation against the water quality impacts arising from the Development on the Solent European Protected Sites.
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration



EW x 

EW x Lucy 

PG x 

 - APPLICATION BOUNDARY[illegible]

project name: HELMSLEY HOUSE, BARTONS ROAD, HAVANT

drawing reference: 64 BED RESIDENTIAL CARE HOME
SITE LOCATION PLAN

date: AUG 2020

sheet: drawn: PS

scale: 1:1250@A3 checked: JW

job number: M9437 drawing number: ASK001 revision:

status: **PLANNING**

cad ref: M9437_ASK001 Site Location Plan Helmsley Care 1-1250@A3.dwg

Use figured dimensions only. All levels and dimensions to be checked on site. This drawing is to be read in conjunction with all other relevant drawings and specifications.
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or occupation for marketing or display and "Occupy" shall be similarly construed.

"Plan"

means the location plan appended to this Agreement with drawing number ASK001.

"Planning Permission"

means the conditional planning permission that may be granted in pursuance of the Application.

"Solent European Protected Sites"

means:

- Chichester & Langstone Harbours Special Protection Area;
- Chichester & Langstone Harbours Ramsar site
- Solent Maritime Special Area of Conservation;
- Solent and Dorset Coast Special Protection Area;
- Solent and Southampton Water Special Protection Area and Ramsar Site;
- Portsmouth Harbour Special Protection Area and Ramsar Site; and
- Solent and Isle of Wight Lagoons Special Protection Area.

"Working Day"

means a day other than a Saturday, Sunday or public holiday in England.

2 INTERPRETATION

- 2.1 The clause and paragraph headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Land include any part of it.
- 2.8 References to any party in this Agreement include the successors in title of that party and any references to the Council includes any successor local planning authority exercising planning powers under the Act.
- 2.9 References to "including" mean "including, without limitation".

- 2.10 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

3 STATUTORY PROVISIONS

- 3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.
- 3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of the Act and is enforceable by the Council.
- 3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

This Agreement shall have effect from the date hereof.

5 OWNERS COVENANTS

The Owners covenant with the Council to comply observe and perform the obligations as set out in this Agreement.

6 REGISTRATION

This Agreement shall be registered by the Council as a Local Land Charge in the Register of Local Land Charges maintained by the Council.

7 RELEASE

- 7.1 No party shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all its interest in the Land except in respect of any breach subsisting prior to parting with such interest.
- 7.2 No planning obligation contained in this Agreement shall be binding on any land held by any of the statutory undertakers for their statutory functions.

8 NOTICES

- 8.1 The Owners agree to give the Council immediate written notice of any change in Ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of the transferee's full name and

8.1.1 registered office where the transferee is a company

8.1.2 usual address where the transferee is not a company

together with details of the area of the Land or unit of occupation transferred by reference to a plan.

8.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.

8.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Council shall be marked for the attention of the Head of Legal.

8.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

8.4.1 if delivered by hand, at the time of delivery; or

8.4.2 if sent by recorded delivery, at the time delivery was signed for.

8.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

8.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

9 COSTS OF THIS AGREEMENT

On or before completion of this Agreement the Owners shall pay to the Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement.

10 DETERMINATION OF DISPUTES

10.1 Subject to clause 10.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than 10 Working Days written notice requiring the dispute to be determined under this clause 10. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

10.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.

10.3 The Expert shall act as an independent expert and:

10.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

- 10.3.2 each party shall have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 10.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 10.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
- 10.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
- 10.3.6 the Expert shall use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

10.4 Responsibility for the costs of referring a dispute to an Expert under this clause 10, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.

10.5 This clause 10 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

10.6 The provisions of this clause 10 shall not affect the ability of the Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to his Agreement and their successors in title.

12 INDEXATION

12.1 All sums payable to the Council shall be Index Linked.

12.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

13 INTEREST

If any sum due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

14 WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owners in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15 SPEND IN ADVANCE

15.1 The Council is entitled at its sole discretion to:

15.1.1 enter into contractual arrangements;

15.1.2 incur expenditure, including but not limited to any design costs; and/or

15.1.3 commence works,

in respect of any Approved Matters at any time, even if the trigger point for the payment of the relevant financial contribution has not yet arisen.

15.2 If the Council exercises its right under clause 15.1 and if the trigger point for the relevant financial contribution subsequently occurs:

15.2.1 the Council may immediately following receipt of any financial contribution secured under this Agreement, deduct from that financial contribution a sum equivalent to the amount of expenditure or liability incurred in relation to the associated Approved Matters (Deduction);

15.2.2 the Council shall not be required to repay any Deduction or account for any interest accrued on it; and

15.2.3 any such Deduction or any interest accrued on it shall be and remain the property of the Council.

16 TERMINATION

16.1 The obligations in this Agreement (with the exception of clause 9) shall cease to have effect if before Commencement of Development, the Planning Permission:

16.1.1 expires;

16.1.2 is revoked; or

16.1.3 is quashed following a successful legal challenge.

17 FUTURE PERMISSIONS

17.1 Subject to clause 17.2, nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

17.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission or any planning permission granted under such powers (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council.

18 JURISDICTION

18.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

18.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

SCHEDULE

OWNERS' COVENANTS

The Owners covenant:

1 COMMENCEMENT OF DEVELOPMENT

To give to the Council not less than ten Working Days written notice of their intention to Commence Development.

2 NUTRIENT MITIGATION CONTRIBUTION

Not to Commence or permit Commencement of Development until the Nutrient Mitigation Contribution has been paid to the Council.

3 HEALTH CONTRIBUTION

Not to Occupy nor permit Occupation of the Development until the Health Contribution has been paid to the Council.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

THE COUNCIL OF THE BOROUGH OF HAVANT

in the presence of:



A handwritten signature in blue ink, consisting of a stylized 'A' with a horizontal line through it, positioned above a horizontal line.

Authorised Signatory

Signed as a Deed by **JUDITH MARY**)
)
DARMADY in the presence of :)
)

OWNER

Witness

WITNESS

Name:

Address:

Occupation:

Peter Craham as attorney for

Signed as a Deed by **EDWARD**)

JOHN DARMADY in the presence of :)

Witness

Name: **NORMAN WALKER**

Address: **88 ROSEL COURT, LORDSHILL
SOUTHAMPTON**

Occupation: **COURIER**

WITNESS

Signed as a Deed by **SIMON**)

GERALD PIGOT WILLIAMS in the)

presence of :)

OWNER

Witness

Name: **KEVIN SHERGOLD**

Address: **WEBBS COTTAGE, PITTS LANE, BISHOPSTONE, SALISBURY, WILTS
SP5 4DQ**

Occupation: **CHARTERED ACCOUNTANT**

Signed as a Deed by LUCY

GEORGIANA PIGOT WILLIAMS in

the presence of :

)
)
)
)

.....

OWNER

.....
WITNESS

Witness

Name: NORMAN WALKER

Address: 88 ROZEL COURT LORDSHILL SOUTHAMPTON

Occupation: COURIER,

Appendix 5:

Solent Nutrient Budget Calculator

Development site details

Date (dd/mm/yyyy):	27/06/2023
Site Name:	Bartons Road, Havant in Hampshire
Planning Application number:	APP/20/00761
Site Address:	Land east of Helmsley House, Bartons Road, Havant, PO9 5NB

Stage 1

User Inputs

Date of first occupancy:	01/05/2025
Average occupancy rate:	1.00
Water usage (litres/person/day):	110
Development Proposal (dwellings/units):	78
Include deductible acceptable loading?	Yes
Wastewater treatment works:	Budds Farm WwTW
Wastewater treatment works N permit (mg TN/litre):	7.7

Stage 1 Calculated Loading

Stage 1 Nutrient Loading

Additional population	78	people
Wastewater by development	8580	litres/day
Annual wastewater TN load	21.72	kg TN/yr

Stage 2

User Inputs

Catchment:	East Hampshire Rivers
Soil drainage type:	Impeded drainage
Annual average rainfall (mm):	700.1 - 750
Within Nitrate Vulnerable Zone (NVZ):	Yes

Existing land use type(s)	Area (ha)	Annual nitrogen nutrient export (kg TN)
Residential urban land	0.58	7.84
Select existing (pre-development) land use types from the drop down list.		
Total:	0.58	7.84

Stage 3

User Inputs

New land use type(s)	Area (ha)	Annual nitrogen nutrient export (kg TN)
Residential urban land	0.58	7.84
Total:	0.58	7.84

Stage 4

Calculated Outputs

Annual Nutrient Budget

The total annual nitrogen load
to mitigate is:

26.06 kg TN/year