

DATED 12 June 2015

- (1) BDW TRADING LIMITED
- (2) THE COUNCIL OF THE BOROUGH OF HAVANT
- (3) HAMPSHIRE COUNTY COUNCIL

DEED OF VARIATION

relating to

a Deed dated 12 June 2013 made pursuant to Section 106 of the Town and Country Planning Act 1990 and relating to land at Copseys' Nursery, Hallett Road, Havant in Hampshire

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THIS DEED is dated

12 June 2015

PARTIES

- (1) **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House, Cartright Way, Forest Business Park, Bardon Hill, Coalville LE67 1UF ("**the Owner**")
- (2) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, Hampshire ("**the Council**")
- (3) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("**the County Council**")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act and a local housing authority for the purposes of the Housing Act 1985 for the area within which the Property is situate.
- (B) The County Council is the local planning authority for the purposes of the Act, the highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highways Act 1980 and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 for the area within which the Property is situate
- (C) The Owner is the registered proprietor of land at Copseys' Nursery, Hallett Road, Havant registered under title number SH25428 ("**the Property**")
- (D) The Property is subject to a Deed dated 12 June 2013 and made between (1) Manderstone Limited (2) Emma Louise Farwell and Sarah Gillian Benson and Timothy David Copsey and Peter James Copsey (3) Anne Brenda Copsey and Sarah Gillian Benson and Emma Louise Farwell (4) Generator Group Limited (5) the Council and (6) the County Council pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended by a Supplemental Agreement dated 6 March 2014 and made between (1) BDW Trading Limited and (2) the Council and (3) the County Council) ("**the Original Section 106 Agreement**").
- (E) A revised planning application has been made for the Revised Development to the Council and the Council being desirous of improving the area and general locality of the Property and wishing to restrict and regulate the development and use of the Revised Development is minded to grant planning permission pursuant to the Revised Application.
- (F) The parties wish to amend the Original Section 106 Agreement in so far as it affects the Property as set out in this deed with effect from the date of this deed ("**Variation Date**").

AGREED TERMS

1. Definitions

In this Deed the following expressions shall unless the context shall otherwise require have the following meanings:

The Act means the Town and Country Planning Act 1990 as amended.

Commencement: means the carrying out in relation to the Revised Development of any material operation as defined by section 56(4) of the Act on the Property but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property and **Commence** and **Commences** shall be construed accordingly.

Planning Permission: means planning permission (ref: APP/12/01222) for the development of the Property (and other land)

Revised Application means the planning application submitted to the Council for the Revised Development given reference number APP/14/00767 for the erection of 35 open market dwellings comprising 18 x 4 bed, 11 x 3 bed and 6 x 2 bed houses, public open space, allotments, community building, parking and landscaping

Revised Development means the development of that part of land at Copseys Nursery Hallett Road Havant registered at the Land Registry with Title Number SH25428 as shown edged red on the Plan which forms part of the Property pursuant to the Revised Planning Permission

Revised Planning Permission: means any planning permission granted pursuant to the Revised Application.

Plan: means the plan annexed hereto with reference drawing no. P974/RP/04 rev - B

2. Statutory Provision

This deed is made pursuant to the provisions of sections 106 and 106A of the Act.

3. Conditionality

With the exception of clauses 1, 2, 3, 7.2, 7.3, 9, 10, 11 and 12 (which take effect immediately), this deed is conditional on (i) the grant and issue of the Revised Planning Permission and (ii) Commencement of the Revised Development.

4. Variation

With effect from the Variation Date the parties agree to amend the Original Section 106 Agreement insofar as it affects the Property as set out in the Schedule to this Deed

5. Determination of deed

- 5.1. The obligations in this deed shall cease to have effect if before Commencement, the Revised Planning Permission:
- 5.1.1. expires;
- 5.1.2. is varied or revoked other than at the request of the Owner; or
- 5.1.3. is quashed following a successful legal challenge.
- 5.2. The Council and the County Council confirm and acknowledge that the Revised Permission will not prohibit or limit the right to develop any part of the Property pursuant to the Planning Permission (other than the Revised Development which shall be developed in accordance with the Revised Planning Permission).

6. Release

No person (including any subsequent successors in title to the Property) shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

7. Owner's Covenant

- 7.1. The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Section 106 Agreement (as varied by this deed) insofar as they affect the Property from the Variation Date.
- 7.2. The Owner shall pay to the Council on completion of this Deed the reasonable costs of the Council properly incurred in the negotiation, preparation, execution and registration of this Deed up to a limit of £4,050 no VAT payable
- 7.3. The Owner shall pay to the County Council within 10 working days of a request to do so by the County Council, the reasonable costs of the County Council properly incurred in the negotiation, preparation, execution and registration of this Deed, such costs not to exceed £1800 (inclusive of VAT).

8. Duplication of provisions

Where any obligation under the Original Section 106 Agreement has been complied with before the date of this agreement, it is deemed to have been complied with for the purposes of this Deed and need not be complied with again.

9. Local Land Charge

This deed shall be registered as a local land charge.

10. Third Party Rights

No one other than a party to this deed and their respective successors in title shall have any right to enforce any of its terms.

11. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date stated at the beginning of it.

SCHEDULE

1. Variations

- 1.1. The definitions in Clause 4 of the Original Section 106 Agreement shall be deleted and replaced by the insertion of the definitions set out in Annex 1.
- 1.2. Where a defined term which is amended in paragraph 1.1 above appears in the Original Section 106 Agreement it shall be deemed to include a reference to the amended defined term as set out in 1.1 above.
- 1.3. Clause 10.2 shall be deleted and replaced by the following:

10.2 The Education Contribution shall be indexed from the date that the Revised Planning Permission is granted until the date of payment of the relevant instalment and shall be linked to the Public Sector Index (Non-Housebuilding) (PUBSEC) published by the Department for Business Innovation and Skills (multiplied by the regional factor for Hampshire) (or amendment/comparable replacement thereof)
- 1.4. Clause 3.1 and 3.2 of Schedule 1 shall be deleted and replaced by the following:

"3.1 The Owners covenant not to Occupy or to permit Occupation of more than 27 Residential Units permitted by the Revised Planning Consent until they have paid or caused to be paid to the County Council the balance of the Education Contribution being a sum of Forty Five Thousand Pounds Five Hundred and Thirteen Pounds (£45,513,00)"
- 1.5. Schedule 2 shall be deleted and replaced by the insertion of the Schedule at Annex 2.
- 1.6. Schedule 5 Plan C Allotments Plan/ Car Park Plan/ Farmers Building Plan drawing ref P754/s106/TP4 shall be removed and replaced by Plan C(1) Allotments Land drawing no. P974/S106/02 rev – and Plan C(2) Car Park Plan drawing No. P974/S106/04 rev – as appended to this Deed
- 1.7. Schedule 5 Plan E Open Space and Play Area Plan drawing no. P974/S106/03 rev - shall be inserted - as appended to this Deed
- 1.8. Schedule 5 Plan F LAP Proposal Plan drawing no. BSH 18623 16A shall be inserted - as appended to this Deed
- 1.9. Schedule 5 –Plan G Community Building drawing number P974/S106/06 Rev A shall be inserted – as appended to this Deed
- 1.10. The Residential Travel Plan Framework contained in Schedule 6 of the Original Section 106 Agreement shall be deleted and replaced by the Residential Travel Plan Framework dated July 2014 appended to this Deed

Annex 1

(Variation of Definitions)

The definitions in Clause 4 of the Original Section 106 Agreement shall be deleted and replaced by the insertion of the definitions below:

Definitions

- 4.1 In this Agreement the following expressions shall unless the context shall otherwise require have the following meanings:

The Act means the Town and Country Planning Act 1990 as amended.

Adjoining Land means that part of the freehold land registered at the Land Registry under title number SH28647 as shown edged red on Plan B

Adjoining Land Deed: means the Deed made pursuant to the Section 106 of the Town and Country Planning Act 1990 dated of even date hereof and made in relation to the Adjoining Land

Affordable Housing means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market.

Affordable Housing Property Strategy means a strategy for the provision of affordable housing units on the Property

Affordable Housing Funding means one or more of the following funding sources:

- a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Property provided by the Homes and Communities Agency or any such other funding initiatives
- b) approval or such other indication from the Homes and Communities Agency that the Property (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available
- c) funding from a Registered Provider in anticipation of a grant allocation or other funding source.

Affordable Housing Land means that part of the Property to be used for the provision of the Affordable Housing Units

Affordable Housing Masterplan means the strategy for Affordable Housing across the Site.

Affordable Housing Units means the 35 residential units to be provided as Affordable Housing of which in accordance with the Housing Mix Ratio together with car parking spaces as appropriate either within the curtilage of the unit or separate comprising: 4 No. 4 bed, 14 No. 3 bed and 17 No. 2 bed houses

Alternative Affordable Housing Provider means either one or a combination of:

- a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Council as

may be constituted under any legislation replacing that provision ;
or

- b) such other body eligible to receive grant monies from the Council or the Homes and Communities Agency able to lawfully own or manage housing for Qualifying Persons in Housing Need and approved by the Council; or
- c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Council.

Affordable Rented Units means those Affordable Housing Units that have the same characteristics as Social Rented Housing except that they are outside of the national rent regime but are subject to other rent controls that require it to be offered to Eligible Persons either at a rent of up to 80% of local market rents PROVIDED ALWAYS that at the time of each letting the rents would not exceed 45% of the Universal Credit Cap or the Local Housing Allowance, whichever is the higher, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency, and in accordance with the guidance issued by the Homes and Communities Agency from time to time or pursuant to such other rental schemes recognised by the Homes and Community Agency from time to time.

Allotments mean the allotments including fences gates and water tanks shown indicatively on the Allotments Plan

Allotments Plan means Plan C (1) showing indicatively the plot positions of the allotments outlined and hatched in black;

Application means that part of the hybrid application submitted to the Council for the development of the Site given reference number APP/12/01222 that relates to the Property for the erection of 100 dwellings with 65 open market units comprising 9 No. 5 bed, 22 No.4 bed, 27 No. 3 bed and 7 No. 2 bed houses and 35 affordable units comprising 5 No. 4 bed, 19 No. 3 bed and 11 No. 2 bed houses, public open space, allotments, farmers/vegetable market building and a car park but shall expressly exclude that part of the above hybrid application that relates to the Adjoining Land as amended by the Revised Planning Application

Base Rate means the base rate from time to time of Barclays Bank PLC

Boundary Hedges means the mixture of native trees and shrubs planted along the boundary of the Property as shown indicatively edged red on Plan D

Car Park means the area outlined and hatched in black shown indicatively on Plan C(2) for use incidental to the Allotments and the Community Building

Commencement means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act on the Property but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property and Commence and Commences shall be construed accordingly.

Common Parts means the parts of the Property which do not comprise a Dwelling or the curtilage of a Dwelling or the Community Building or the Car

Park and shall without prejudice to the generality thereof include the Open Space, roads, communal parking areas, footways, footpaths landscaped areas, amenity spaces, allotments, SUDS and street furniture

Community Building: the community building forming part of the Development and as identified edged red on Plan G

Completion means the practical completion of all Development upon the Property

Default Interest Rate means 4% per annum above the Base Rate.

Development means the development of the Property authorised by the Planning Permission as amended by the Revised Planning Consent.

Dwelling means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

Education Contribution means the sum of TWO HUNDRED AND TWENTY FIVE THOUSAND FIVE HUNDRED AND THIRTEEN POUNDS (£225,513) of which a sum of ONE HUNDRED AND EIGHTY THOUSAND POUNDS (£180,000) has been paid to the County Council leaving a sum of £45,513.00 still payable to the County Council together with any indexation on such amount in accordance with clause 10 towards the cost of providing or improving primary educational facilities at Trosnant Infant School

Eligible Persons means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function and the expression "**Eligible Person**" shall be construed accordingly

Employment and Skills Property Plan means scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs generated within the Property as envisaged within the Employment and Skills Master Plan

Employment and Skills Master Plan means a Site wide scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs generated, in a form as set out in Schedule 7 to the reasonable satisfaction of the Council.

Homebuy Agent means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing

Homes and Communities Agency means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body

Housing Mix Ratio means the following ratio of Affordable Housing to be provided on the Property:

70% to be available as Affordable Rented Units; and

30% available as Shared Ownership Units or for sale on any other shared equity schemes

Highways Contribution means the sum of THREE HUNDRED AND SEVENTY SIX THOUSAND FOUR HUNDRED AND EIGHTY FOUR POUNDS (£376,484) payable to the County Council together with any indexation on such amount in accordance with clause 10 being a contribution (being applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs to be incurred by the Council or Hampshire County Council in the provision, improvement and maintenance of those highway works specified in the Havant Borough Transport Statement in the vicinity of the Development provided they are necessary for the successful integration of this Development into the local area

Index Linked means increased in accordance with the following formula such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at the date of the Planning Permission for the Development:

$$\frac{A \times C}{B}$$

Where: A = the contribution amount

B = the last figure published prior to the grant of Planning Permission

C = the last figure published prior to the Commencement of Development

Low Cost Home Ownership means homebuy products as defined by the Homes and Communities Agency including Shared Ownership and "Low Cost Home Ownership Units" shall be defined accordingly

Management Company means a company or other body to be charged with the management of the Common Parts in accordance with paragraph 3 of Schedule 2

Occupation means occupation of any Dwelling comprised within the Development for residential purposes and Occupy shall be construed accordingly

Open Space means the area of open space to be laid out on the Property as shown edged and hatched in black on Plan E

Open Space Master Plan means a Site wide strategy setting out how the Open Space and Play Area and SUDS Master Scheme together with any land which is not to be developed and any landscape features that are to be retained and any other feature within the Site where there is or will be a biodiversity interest

Open Space Property Plan means a Property wide strategy setting out how any Open Space or Play Area or SUDS Property Scheme within the Property together with any land which is not to be developed within the Property in accordance with the Open Space Master Plan will be provided, managed and regularly maintained in accordance with the provisions of paragraph 5 of schedule 2

Open Space Works means works to provide the Open Space on the Property

Open Market Housing Units means those Dwellings on the Property that are general market housing for sale on the open market and which are not Affordable Housing Units.

the Owners means the First Owner, the Second Owner and the Third Owner each or all of them as owners of any or all parts of the Property and as parties to this Deed acting and being obliged by this Agreement jointly and severally being a person or persons identified in accordance with Section 106 (9)(c) of the Act.

Playing Space Contribution means the sum of FOURTEEN THOUSAND EIGHT HUNDRED Pounds (£14,800) towards the provision and/or improvement of off-site playing pitches and court improvements in the local area payable in accordance with paragraph 1 of Schedule 2

Plan A means the plan annexed hereto marked "A"

Plan B means the plan annexed hereto marked "B"

Plan C(1) means the plan annexed hereto marked "C(1)"

Plan C(2) means the plan annexed hereto marked "C(2)"

Plan D means the plan annexed hereto marked "D"

Plan E means the plan annexed hereto marked "E"

Plan F means the plan annexed hereto marked "F"

Plan G means the plan annexed hereto marked "G"

Planning Permission means any planning permission for the development of the Property granted pursuant to the Application.

Play Area: means the area within the Site comprising part of the Open Space as shown outlined and hatched in green on Plan E and shown in more detail on Plan F.

Property means the land at Copseys Nursery Hallett Road Havant comprising:

- a) **The First Property** being the freehold land registered at the Land Registry under title number SH25428 and owned by the First Owner
- b) **The Second Property** being the freehold land registered at the Land Registry under title number SH25430 and owned by the Second Owner
- c) **The Third Property** means the freehold land registered at the Land Registry under title number SH25433 and owned by the Third Owner

Registered Provider means a Registered Provider as registered with the Homes and Communities Agency or any successor body as such

Residential Master Travel Plan means a travel plan for the Site prepared in accordance with the framework set out in paragraph 2 of Schedule 1

Residential Property Travel Plan means a travel plan for the Property prepared in accordance with the Residential Master Travel Plan

Residential Travel Plan Assessment Fee means the sum of SEVEN HUNDRED AND FIFTY POUNDS (£750) payable to the County Council for the assessment of the Residential Master Travel Plan by the County Council

Residential Travel Plan Cash Deposit means the sum or sums of money payable by the Owners to the County Council in respect of their obligations

under the Residential Property Travel Plan provided that the same shall not exceed the sum of TWELVE THOUSAND TWO HUNDRED AND SEVENTY FOUR POUNDS AND FOUR PENCE (£12,274.04)

Residential Travel Plan Monitoring Fee means the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500) payable to the County Council for the monitoring of the Residential Master Property Travel Plan by the County Council.

Revised Planning Consent: means any planning permission granted pursuant to the Revised Application.

Revised Application: means the planning application submitted to the Council given reference number APP/14/00767 for the erection of 35 open market dwellings comprising 18 x 4 bed, 11 x 3 bed and 6 x 2 bed houses, public open space, allotments, community building, parking and landscaping.

Residential Units means residential dwellings whether individually or in groups and whether divided vertically or horizontally to be built on the Property

S106 Monitoring Fee means the sum of £5,000 (FIVE THOUSAND POUNDS) being Fees (being applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function inter alia is to monitor coordinate and enforce section 106 Obligations.

Shared Ownership Units means Affordable Housing Units leased to a lessee who purchases a percentage of the equity of the Affordable Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider and the lessee has the right to acquire 100% of the equity in such unit

Site: means the Property and the Adjoining Land edged red on Plan A

Social Rented Units means those residential properties owned and managed by a Registered Provider for which guideline target rents are determined through the national rent regime as set out in the Three Year Review of Rent Restructuring (July 2004)

Solent Ecological Mitigation Contribution: means the sum of £1,645.40 (One Thousand Six Hundred and Forty Five Pounds Forty Pence) being a contribution to be applied by the Council or County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.

Staircasing Receipts means monies received by a Registered Provider or an Alternative Affordable Housing Provider arising from the sale (net of reasonable evidenced sale costs) of any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by that occupier of an interest in that Affordable Housing Unit provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider or Alternative Affordable Housing Provider is required to pay that receipt to the Homes and Communities Agency or any other person or body pursuant to an arrangement for grant funding in relation to the provision of Affordable Housing Units on the Property

SUDS Master Scheme means scheme of Sustainable Urban Drainage for the Site

SUDS Property Scheme means the scheme(s) of Sustainable Urban Drainage for the Property prepared in accordance with the SUDS Master Scheme

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.

Working Day means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

Annex 2

(Variations to Schedule 2)

Schedule 2 of the Original Section 106 Agreement shall be deleted and replaced by the insertion of the following Schedule 2

Schedule 2

Covenants to the Council

1. Playing Space Contribution

- 1.1. The Owners covenant not to Commence the Development unless and until they have paid or caused to be paid to the Council the Playing Space Contribution being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision, improvement and maintenance of off-site pitches and courts to meet the needs of new housing development

2. S106 Monitoring Fee

- 2.1. The Owners covenant not to Commence the Development until they have paid or caused to be paid to the Council the S106 Monitoring Fee being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function inter alia is to monitor coordinate and enforce section 106 Obligations,

3. Management of the Property

- 3.1. The Owners covenant not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owners' proposal for an entity to be responsible for the maintenance and management of Common Parts including the following features:

- (i) Any Open Space within the Property
- (ii) Any Allotments within the Property
- (iii) Any Play Area within the Property
- (iv) Any Boundary Hedges within the Property
- (v) Any SUDS Scheme (if unadopted) within the Property
- (vi) Any unadopted roads footpaths cycle ways parking courts and drives within the Property

- (vii) Any other land that does not form part of either of the Open Space or any Residential Unit within the Property

such proposals to include full details of the proposed structure and voting rights of the entity (the "**Management Company**")

3.2. The Owners shall not Occupy or cause or permit Occupation of any Residential Unit on the Property until:

- (i) the Management Company has been formed in accordance with the approved proposal; and
- (ii) the Management Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

4. Management Company

4.1. Prior to the expiry of six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council (such approval not to be unreasonably withheld or delayed):-

4.1.1. a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing maintaining and cleansing of the Common Parts; and

4.1.2. proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company (which may include a Transfer of the Common Parts to the Management Company or the granting of a long lease of the Common Parts by the Owner(s) in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts, shall be met (by residents of the Development or otherwise); and

4.1.3. proposals for arrangements to secure the future access for the public to any Open Space and any Play Area

4.2. Any submission of documents or details to the Council pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this agreement, and the paragraph under which approval is sought, together with a statement of the date by which a decision must be given by the Council

4.3. The Council shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner(s) under Paragraph 4.1 above within one month of receipt of such details and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved

4.4. Forthwith after the approval by the Council of the proposed memorandum and articles of association and/or the said transfer (which approval may include such reasonable modifications as the Council considers reasonably appropriate) the Owners shall take all necessary steps to secure the formation and registration of the Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within seven days of the completion of the registration of the Company

4.5. The Owners shall repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management

Company is registered and the maintenance arrangements to be approved by the Council (such approval not to be unreasonably withheld or delayed) have been fully implemented

- 4.6. At any time prior to the expiry of six months from the Commencement of Development the Owners may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts, (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of this paragraph 4 of Schedule 2 shall apply to the extent that the Owners shall remain responsible for the maintenance and upkeep of the Common Parts, without prejudice to the generality of paragraph 4.5 above until such alternative arrangements (as approved by the Council) have been fully implemented

5. Open Space and Play Area

The Owners covenant:

- 5.1. Not to Commence the Development on the Property prior to the submission of the Open Space Master Plan (whether pursuant to this Deed or the Adjoining Land Deed or otherwise) to the Council for written approval
- 5.2. Not to Commence the Development on the Property prior to the submission to the Council for its written approval proposals for the Open Space Property Strategy to include a detailed design specification and timetable for provision of any Open Space and any Play Area within the Property and not to Commence or permit to Commence the Development of the Property until such design specification and timetable for provision has been approved by the Council.
- 5.3. Not to cause or permit the Occupation of the 30th Residential Unit within the Property until provision of any approved Open Space and any Play Areas within the Property and further, to carry out the Open Space Works within the Property in a proper and workman like manner in accordance with the specifications submitted to the Council for its prior written approval (such approval not to be unreasonably withheld or delayed).
- 5.4. From the date of Completion of the Open Space Works make any Open Space and any Play Area within the Property available for use for the purposes of public recreation by the Occupiers of the Residential Units and the public at large, unless agreed otherwise between the Owners and the Council that the public shall be excluded

6. Allotments

The Owners covenants with the Council as follows:-

- 6.1. Prior to the Occupation of more than 15 Open Market Housing Units on the Revised Development permitted by the Revised Planning Consent to submit to the Council for its written approval proposals for the Allotments including all technical information that may be reasonably required by the Council together with a timetable for agreeing the specification and design and for the construction and laying out of the Allotments and its subsequent maintenance which shall be an area no less than 3162 square metres in the location shown indicatively on the Allotment Plan and shall incorporate (*inter alia*) but without prejudice to the generality

thereof the following features some of which are shown indicatively on the Allotment Plan:

- Water supply terminating in a tank the capacity of which is to be agreed with the Council to four locations evenly spread across the site and capable of serving the Allotments;
 - Plots which shall be land prepared for cultivation and free of vegetation and deleterious materials;
 - A 2.1 metre high perimeter fence provided to all sides with lockable pedestrian and vehicular access gates;
 - A roadway constructed to carry vehicular traffic and giving access to all plots;
 - Concrete edging to define plots;
 - An area of hard standing suitable for car parking spaces the total number of spaces and allocation for disabled parking to be agreed in writing with the Council; and
- 6.2. Not to Commence the 50th Residential Unit within the Property prior to the laying out of the Allotments in accordance with the approved proposals under paragraph 6.1 above.
- 6.3. Not to Commence the 75th Residential Unit within the Property prior to provision of the Allotments for use by the public to the reasonable satisfaction of the Council such work to be undertaken following receipt of all necessary statutory consents by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Council.
- 6.4. To maintain the Allotments in accordance with the agreed maintenance specification as agreed pursuant to paragraph 6.1 of this Schedule 2.
- 6.5. Not to use the area of the site upon which the Allotments are to be provided for the storage or stock piling of spoil or earth associated with the Development or as compound facilities and associated storage or vehicular parking for the construction of the Development.

7. Employment Skills

The Owners covenants with the Council as follows:-

- 7.1. Not to Commence the Development prior to the submission of the Employment and Skills Master Plan for the Site (whether pursuant to this Deed or the Adjoining Land Deed or otherwise) to the Council for written approval
- 7.2. Not to Commence the Development or permit Commencement of the Development on the Property until an Employment and Skills Property Plan has been submitted to and approved in writing by the Council. Such Employment and Skills Property Plan must be in accordance with the Employment and Skills Master Plan.
- 7.3. The Employment and Skills Master Plan and Employment and Skills Property Plan shall include arrangements setting out how the Owners and to the extent they are not the same person any developer or occupier and their contractors will work directly with local employment/training

agencies as part of an employment and training consortium including but not limited to:

- 7.3.1. Jobcentre Plus and the Learning & Skills Council; and
- 7.3.2. Voluntary and private sectors providers; and
- 7.3.3. Sixth form colleges; colleges of further education; and universities
- 7.3.4. The Employment and Skills Master Plan and the Employment and Skills Property Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners, their contractors and future occupiers, for any new jobs and business opportunities created by the Development.
- 7.4. Following approval of the Employment and Skills Property Plan by the Council the Owners will promote the objectives of the approved Employment and Skills Property Plan and ensure that so far as is reasonably practicable the objectives are met.

8. Affordable Housing

The Owners covenant with the Council as follows:

- 8.1. That no less than 35 of the Residential Units to be provided on the Property will be Affordable Housing
- 8.2. Not to Commence the Development on the Property prior to the submission of the Affordable Housing Master Plan for the Site (whether pursuant to this Deed or the Adjoining Land Deed or otherwise) to the Council for written approval
- 8.3. Not to Commence the Development or permit Commencement of the Development on the Property until an Affordable Housing Property Strategy has been submitted to and approved in writing by the Council.
- 8.4. That sufficient land for the provision of the Affordable Housing Units will be identified and designated Affordable Housing Land in the Affordable Housing Property Strategy so that Affordable Housing Property Strategy will provide that at least thirty five (35) of the Residential Units within the Property are allocated as Affordable Housing;
- 8.5. That the Affordable Housing Units shall be provided on the Property in accordance with the Housing Mix Ratio (unless otherwise agreed in an Affordable Housing Property Strategy by the Council);
- 8.6. No more than seventy-five per cent (75%) of the Open Market Housing Units within the Property shall be Occupied unless and until the Affordable Housing Units on the Property have been Occupied or substantially completed to the reasonable satisfaction of the Council.
- 8.7. All Affordable Housing Units on the Property will be integrated and compatible with the design of the Open Market Housing Units.
- 8.8. That no more than 50% of Open Market Housing Units shall be constructed on the Property prior to provision of at least 9 Affordable Housing Units and thereafter the remaining Affordable Housing Units to be built within the Property shall be constructed contemporaneously with any Open Market Housing Units in order to provide a mixed development.
- 8.9. That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency Design and Quality Standards (2007) and the Code for Sustainable

Homes Level 3 published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council.

- 8.10. Where Affordable Housing Funding has not been secured despite the use of reasonable endeavours so to do the Owners will notify the Council in writing that it has not been successful in securing Affordable Housing Funding and the provisions of paragraph 2 of Part 2 of Schedule 4 shall apply.
- 8.11. The mortgage, rent and service charges to be charged on the Shared Ownership Units shall meet the requirements of an Affordability Test as follows:
- the total cost to include mortgage rent and service charges payable by the Occupier of the Shared Ownership Unit does not exceed more than thirty per cent (30%) of the gross median income plus five per cent (5%) of those persons on the Housing Registers held by the HomeBuy Agent in relation to Havant
 - the provisions of the Affordability Test may be varied by agreement in writing by the Owners and the Council
- 8.12. No Open Market Housing Units within the Development will be Occupied until either:
- (a) the Owners have entered into a binding contract or an agreement for lease with a Registered Provider or an Alternative Affordable Housing Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land in consideration of the sum of £1 (save that if agreed between the Registered Provider and the Owners that the Owners should construct the Affordable Housing Units then the agreed cost of construction of such Affordable Housing Units shall be paid by the Registered Provider to the Owners) and has informed the Council to whom the Affordable Housing Land has been transferred); or
 - (b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider for the consideration of £1 and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction
- 8.13. Where the Owners intend to retain the ownership of the Affordable Housing Units in association with an Alternative Affordable Housing Provider or a Registered Provider and provide the same as Affordable Rented Units and/or Shared Ownership Units they shall only be used if the Registered Provider and/or the Alternative Affordable Housing Provider can demonstrate to the Council:
- (a) A good judgement by the Homes and Community Agency or successor body; and
 - (b) acceptable sustainable management arrangements and community development policies.
- 8.14. The transfer to the Registered Provider or Alternative Affordable Housing Provider of the Affordable Housing Land shall contain the following covenants by the Registered Provider or Alternative Affordable Housing Provider:
- (a) (Subject to qualification in the same terms as set out in paragraph 8.9

and 8.12 of this Schedule) not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing; and

- (b) not to dispose of any of the Affordable Housing Units other than by sale by way of (i) Shared Ownership or (ii) Affordable Rent to the intent that all Affordable Rented Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons or (iii) pursuant to any statutory right to buy or right to acquire, and
 - (c) requiring the Registered Provider or the Alternative Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Affordable Rented Units when initially let and 100% of all subsequent true voids, and
 - (d) to manage all Staircasing Receipts of Affordable Housing Units which are grant funded in accordance with the Homes and Communities Agency regulations, and
 - (e) to provide the Council with details of Staircasing Receipts from non-grant funded Affordable Housing Units and in co-operation with the Council to reach agreement to invest 50% of the Staircasing Receipts in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the Council provided that the use of Staircasing Receipts is limited to provision within the administrative area of the Council for a period of 3 years after receipt by the Registered Provider or Alternative Affordable Housing Provider and thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom.
 - (f) the Low Cost Ownership Units (including Shared Ownership) shall be let to persons nominated by the Homebuy Agent
- 8.15. Where the Owners intend to provide management services for the Affordable Housing Units in association with a Registered Provider or an Alternative Affordable Housing Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or any successory body.
- 8.16. The Affordable Rented Units shall only be occupied by Eligible Persons.
- 8.17. Any mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 of the Affordable Housing Units ("the Mortgagee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations set out in paragraphs 8.14 and 8.15 of this Schedule PROVIDED THAT the Mortgagee shall first follow the procedures set forth below:
- (a) the Mortgagee shall give written notice ("the Notice") to the Council of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the Council for the open market value subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Council's Housing Register of the Affordable Housing Unit or Affordable Housing Units ("the Purchase

Price)

- (b) the Council shall notify the Mortgagee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer and if it does not wish to accept the Offer the Council may at the time of notifying the Mortgagee of its decision nominate a nominee ("the Nominee") in its place
 - (c) if the Council accepts the Offer or nominates a Nominee then the transfer to the Council or to the Nominee shall be completed within two (2) months of the date acceptance of the Offer ("the Completion Period")
 - (d) if the Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
 - (e) if the Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
 - (f) if either the Council or the Nominee shall at any time serve notice of intention to discontinue or
 - (g) if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Mortgagee to complete the transfer
 - (h) Then in any of the above circumstances the Mortgagee shall be applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 8 of Schedule 2 which shall not be binding upon the Mortgagee, any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this paragraph 8 of Schedule 2 have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units and the Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units
- 8.18. The covenants set out in paragraph 8.14 – 8.18 of this Schedule 2 shall not be binding or enforceable against any purchaser who purchases from the Registered Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest in an Affordable Housing Unit nor shall such covenants be binding or enforceable against such a purchaser's mortgagees, chargee or a receiver appointed and in all cases those deriving title from any of them and their successors in title
- 8.19. The Affordable Housing Units provided on the Property will be monitored in order to ensure compliance with the obligations in this paragraph 8 of Schedule 2 and the Owners will impose a covenant upon the Registered Provider or the Alternative Affordable Housing Provider which requires them at such dates to be agreed by the parties to make written returns to the Council detailing
- the affordable housing provision including
 - the type of dwelling,
 - the tenure of the dwelling,

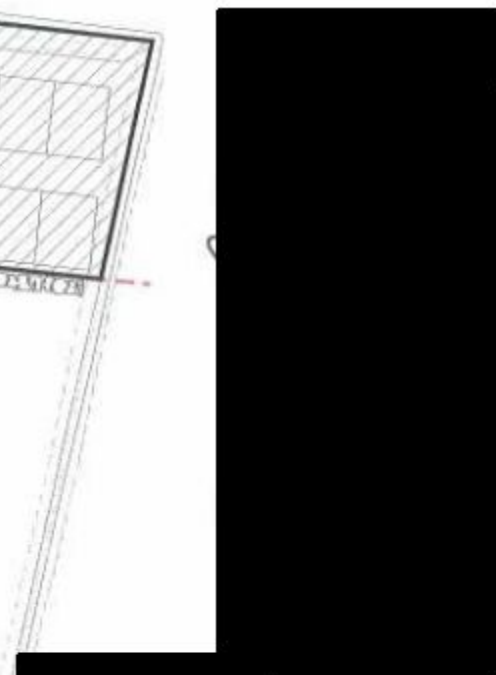
- the next internal floor area of the dwelling
- details of the occupiers
- the grant funding provided for the dwelling
- technical information in relation to the Code for Sustainable Homes
- the location of the Affordable Housing Units
- any other information on the Affordable Housing Units as reasonably required by the Council.

9. Solent Ecological Mitigation Contribution

The Owners covenant not to Commence any development permitted by the Revised Planning Consent unless and until they have paid or caused to be paid to the Council the Solent Ecological Mitigation Contribution being a contribution (being applied at such time and in such manner as the Council and/or County Council shall in its absolute discretion determine) to the costs to be incurred by the Council and/or County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.



36/5662



12060

Client



Project:
Phase 2, Denvilles,
Manor Farm, Havant.
Drawing Title:
Allotments Land



Scale: 1:500 @ A1
Date: July 2014
Drawing No: P974/S106/02

Drawn: DGP
File: Reglas S106
Checked: DGP
Drawing Status: PLANNING

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PLAN C2



36/5662



No.	Date	Description	Drawn	Checked
1				

Client: **AAH**

Project: **Phase 2, Denvilles, Manor Farm, Havant.**

Drawing Title: **Car Park Plan**

Scale: **1:500 @ A1**

Date: **July 2014**

Drawn: **pg74/5106/04**

Drawn: **DGP**

Checked: **DGP**

File: **Exp/plan/5106**

Drawing Status: **PLANNING**

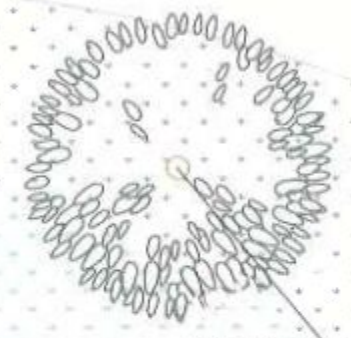
AAH is a registered company in England & Wales, registered number 06808000, registered office: 10, The Quadrant, Havant, Hampshire, PO9 1JH. AAH is a member of the Institution of Professional Planning (IPPP) and the Institution of Planning (IP).

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Class	Design	Drawn	Checked
Project Phase 2, Denvilles, Manor Farm, Havant. Drawing Title Open Space & Play Area			
Scale 1:500 @ A1	Drawn DGP	Checkd DGP	
Date July 2014	File Rdplan S105	Drawing Status	
Dwg No. P974/S105/03	Rev.	PLANNING	

er
1-12



Legend

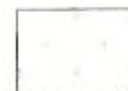
Proposed tree, for full detail refer to BSH 17581 11



Proposed non-poisonous shrub planting to receive 75mm bark mulch after planting operations



Proposed grassland areas to be seeded with good quality grass seed mix with 20% locally sourced wildflower mix

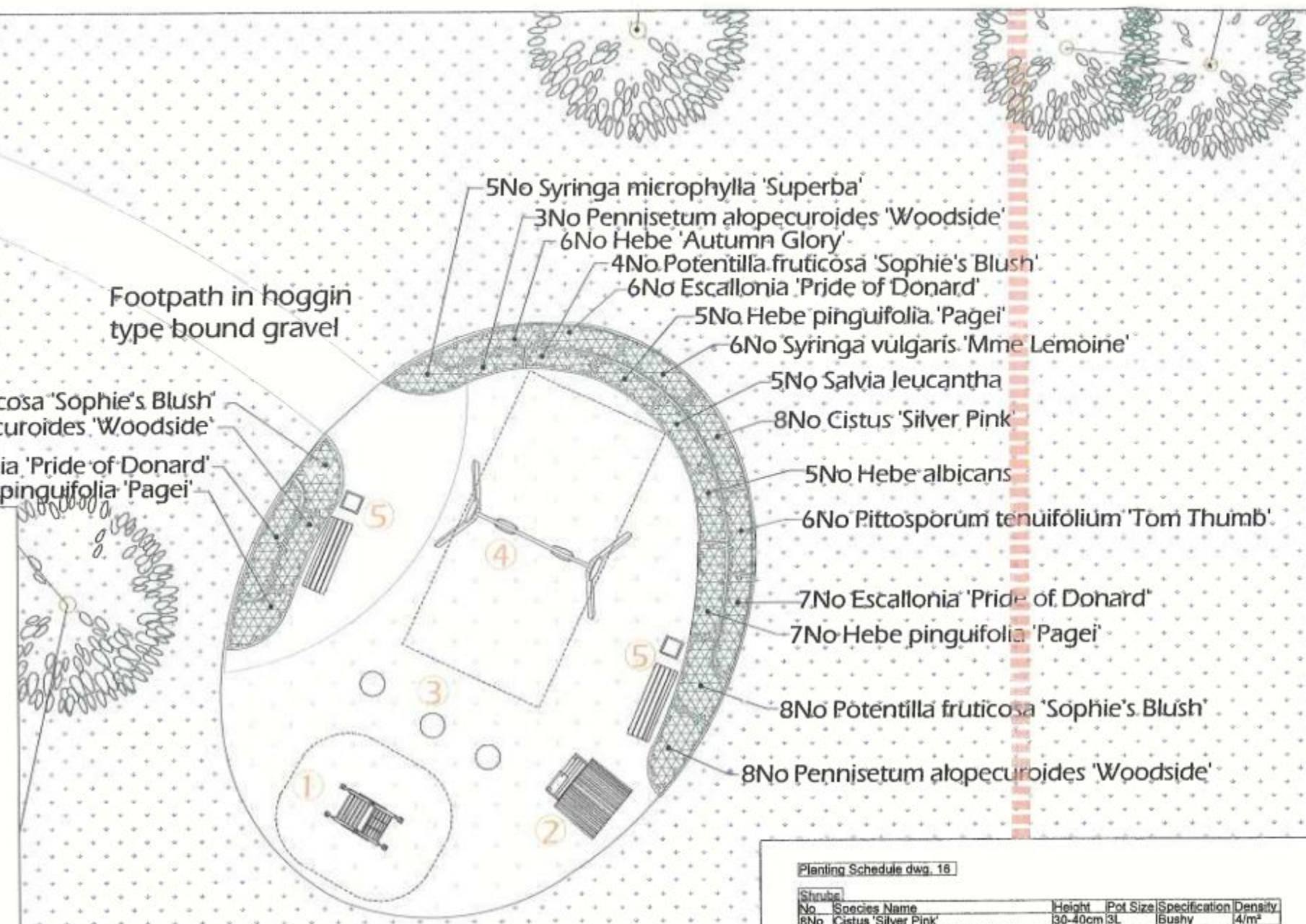


Proposed safety surface with grass safety mats from Playsmart UK, or similar and approved, to be seeded with good quality grass seed mix



Equipment safety zone

Footpath in hoggin type bound gravel



5No Syringa microphylla 'Superba'

3No Pennisetum alopecuroides 'Woodside'

6No Hebe 'Autumn Glory'

4No Potentilla fruticosa 'Sophie's Blush'

6No Escallonia 'Pride of Donard'

5No Hebe pinguifolia 'Pagei'

6No Syringa vulgaris 'Mme Lemoine'

5No Salvia leucantha

8No Cistus 'Silver Pink'

5No Hebe albicans

6No Pittosporum tenuifolium 'Tom Thumb'

7No Escallonia 'Pride of Donard'

7No Hebe pinguifolia 'Pagei'

8No Potentilla fruticosa 'Sophie's Blush'

8No Pennisetum alopecuroides 'Woodside'

Planting Schedule dwg. 18

No.	Species Name	Height	Pot Size	Specification	Density
8No	Cistus 'Silver Pink'	30-40cm	3L	Bushy	4/m²
21No	Escallonia 'Pride of Donard'	40-60cm	3L	Bushy	4/m²
6No	Hebe 'Autumn Glory'	40-60cm	3L	Bushy	4/m²
6No	Hebe albicans	20-30cm	3L	Bushy	4/m²
18No	Hebe pinguifolia 'Pagei'	20-30cm	3L	Bushy	4/m²
6No	Pittosporum tenuifolium 'Tom Thumb'	30-40cm	3L	Branched	4/m²
19No	Potentilla fruticosa 'Sophie's Blush'	30-40cm	3L	Bushy	4/m²
5No	Salvia leucantha	30-40cm	3L	Bushy	4/m²
5No	Syringa microphylla 'Superba'	30-40cm	3L	Bushy	4/m²
6No	Syringa vulgaris 'Mme Lemoine'	30-40cm	3L	Bushy	4/m²

No.	Species Name	Height	Pot Size	Specification	Density
17No	Pennisetum alopecuroides 'Woodside'	3L			4/m²

A play area notice indicating that:

The area is solely for use by children
That adults are not allowed unless accompanied by children
That dogs should be excluded
The name and telephone number of the operator of the facility to report any incident or damage to the play equipment. The location of the nearest public telephone.

is to sited adjacent to every entrance into the play area.

Play area must comply with the health and safety executive regulations and with the latest version of EN1176 and EN1177 All equipment shall conform to EN1176 requirements for the critical fall height of the item concerned

13060



0 2 4 6m

Rev	Date	Equipment changed	JCL
A	18.06.14	Details	Drawn



ACD
Rodbourne Rail
Tel: 01635 511111
ACD
Courtney House, Mill Lane
GU7 1BN
Tel: 01488 323311
ACD
12 Southgate



scheme: Copseys Nursery
Denvilles
client: Barratt Southampton
drawing: LAP proposal
date: May 2013
scale: 1:100@A2
drawing no: BSH 18623 16A
drawn: AK checked: AW

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1. Playo Toddler climbing combination - Raccoon from Eibe (CFH 1.64m)

51001201203



2. Playo play house Alexander from Eibe (CFH 0.24m)

5590115



3. Playo balancing platform Terrapodio from Eibe (CFH 0.19m)

51002700100

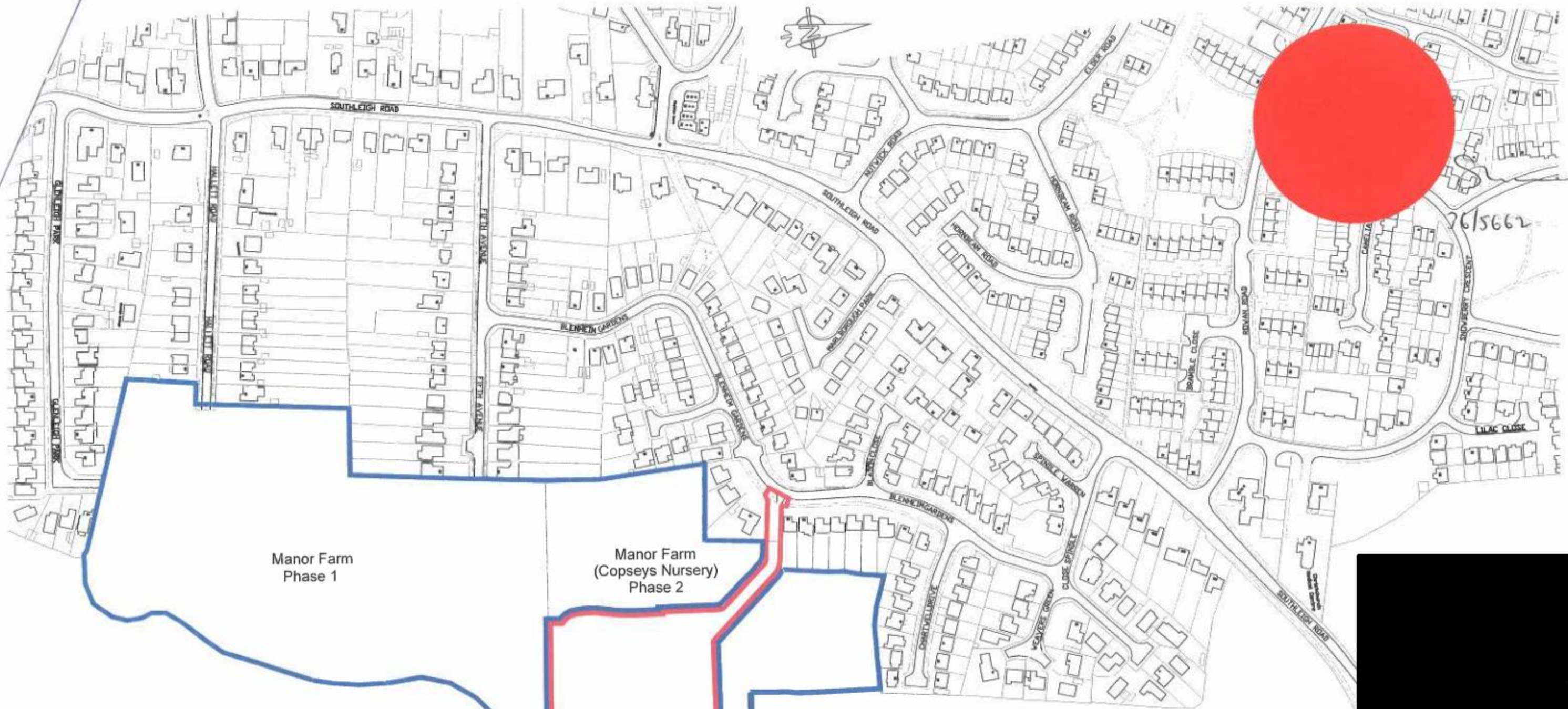


4. Playo Double Swing Frame - Icarus from Eibe (CFH 0.58m) with 1x basis safety swing seat and 1x basis safety toddler seat

51007801200, 1x 5631980, 1x 5632030



5. Allerton Seat and Jefferson Bin from Admiral Play (idem to adjoining Manor Farm LEAP)



Manor Farm
Phase 1

Manor Farm
(Copseys Nursery)
Phase 2

Manor Farm
(Copseys Nursery)
Phase 2 Re-plan

2.99 Hectares

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B	10-07-14	Red line amended and area added.
A	19-06-14	Red line amended.
Rev.	Date	Description

Client



Scale 1:2500 @ A3

Drawn BAS

Checked DGP

Project
Phase 2, Replan,
Manor Farm, Havant.

Date Apr 2014

File Replan location

Drawing Title
Plots1-35 & Community Centre
Location Plan

Drg.No. P974/RP/04

Rev. B

Drawing Status
PLANNING

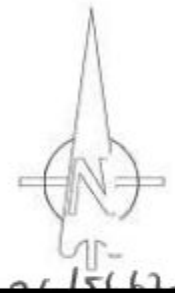


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LOCATION PLAN 1:2500

13062



13060

Project:
Phase 2, Denvilles,
Manor Farm, Havant.
Drawing Title:
Land Transfer

Scale: 1:500 @ A1
Date: June 2015
Dwg No: P974/S105/06

Drawn: DGP
File: Replace S105
Rev: A

Checked: DGP
Drawing Status:
PLANNING

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Barratt Homes Ltd

Copseys Nursery, Havant

Framework Travel Plan

July 2014

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1 INTRODUCTION

- 1.1 Vectos has been appointed by Generator Group Ltd and Denis Wilson Homes to prepare a Framework Travel Plan (FTP) for the proposed residential development at Copseys Nursery/Manor Farm masterplan site, Denvilles, Havant, Hampshire.
- 1.2 The Copseys Nursery/Manor Farm site is a brown field site within Havant. The proposed development comprises a mix of residential dwellings.
- 1.3 This document has been prepared to update the previously submitted planning application for the Copsey's nursery residential development site in Denvilles, Havant on behalf of the developer Barratt Homes.
- 1.4 Planning consent was gained in April 2013 for a hybrid application to which the 91 residential units associated with the Copsey's nursery site was submitted in detail and the remaining 100 units associated with the Copsey's Nursery site was submitted in outline only.
- 1.5 A further document was submitted in relation to the site in July 2013 associated with a Reserved Matters application for the Copsey's Nursery which had previously been granted outline planning consent.
- 1.6 Outline application for Copsey's Nursery for the erection of 100 dwellings will consist of 65 open market units and 35 affordable units. The revised plans for the Copsey's nursery site comprises of 9 additional dwellings bringing the total number to 109, increasing the total number of dwellings on the site to 200. A community centre will replace the farmers market considered in the initial design.
- 1.7 The development proposals for which the FTP relates is for the construction of 200 residential units at Copseys Nursery/Manor Farm, Denvilles. The FTP sets out the overarching principles to be adopted to promote sustainable travel along with a range of measures to be considered. **Figure 1** shows the location of the site in a wider context within Hampshire. The site is identified in **Figure 2** in a local context.
- 1.8 This Framework Travel Plan should be read in conjunction with the Transport Assessment Addendum which accompanies the application.

Purpose and Scope

- 1.9 The purpose of this FTP is to set out an overarching strategy to ensure that travel made by residents of the Development is carried out in the most sustainable means possible.
- 1.10 The FTP sets out broad physical measures that will be implemented as part of the development proposals. Once the development proceeds through to the occupation process, this framework will be used to develop a full Travel Plan for the site.
- 1.11 This report has been written as a stand-alone document and contains all the relevant information needed to effectively implement and monitor the Travel Plan itself.
- 1.12 The remainder of this document is structured as follows:
- Section 2 - Policy Context;
 - Section 3 - Existing Site Accessibility by non-car modes;
 - Section 4 - Objectives and Targets;
 - Section 5 - Interim Travel Plan Strategy;
 - Section 6 - Monitoring and Review;
 - Section 7 - Measures and Initiatives; and
 - Section 8 - Action Plan.

2 POLICY CONTEXT

- 2.1 This section describes current planning policy guidance at National and Local level which is relevant to the development proposals and travel planning.

National Planning Policy

National Planning Policy Framework (NPPF) (March 2012)

- 2.2 The NPPF was published in March 2012 and sets out national policy for delivering sustainable growth and development in England. The NPPF details how it expects policy to be applied and it aims to make the planning system less complex and more accessible. It replaces a wealth of Planning Policy Statements and Guidance including PPG13 and PPS1.
- 2.3 The NPPF states that sustainable transport is about "giving people a real choice about how they travel" whilst recognising that solutions will "vary from urban to rural areas". It advises that decisions should take account of amongst others whether "safe and secure access to the site can be achieved for all people", and that "development should only be prevented or refused on transport grounds where the residual cumulative impacts of development are severe".
- 2.4 In terms of transport, the objectives outlined in NPPF are to:
- *facilitate economic growth by taking a positive approach to planning for development;*
 - *make the fullest possible use of sustainable modes of travel; and*
 - *support reductions in greenhouse gas emissions and congestion, and promote accessibility through planning for the location and mix of development.*
 - *Section 4 of the NPPF deals with "promoting sustainable transport", and states:*
 - *"The transport system needs to be balanced in favour of sustainable transport modes, giving people a real choice about how they travel.*
- 2.5 All developments that generate significant amounts of movement should be supported by a Transport Statement or Transport Assessment. Plans and decisions should take account of whether:
- *"the opportunities for sustainable transport modes have been taken up depending on the nature and location of the site, to reduce the need for major transport infrastructure;*
 - *safe and suitable access to the site can be achieved for all people; and*

- *improvements can be undertaken within the transport network that cost effectively limit the significant impacts of the development. Development should only be prevented or refused on transport grounds where the residual cumulative impacts of development are severe."*

2.6 The NPPF states:

- *"Plans should protect and exploit opportunities for the use of sustainable transport modes for the movement of goods or people. Therefore, developments should be located and designed where practical to:*
- *accommodate the efficient delivery of goods and supplies;*
- *give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;*
- *create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians, avoiding street clutter and where appropriate establishing home zones;*
- *incorporate facilities for charging plug-in and other ultra-low emission vehicles; and*
- *consider the needs of people with disabilities by all modes of transport.*

A key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan."

- 2.7 The NPPF states that local authorities should consider the accessibility of a development alongside the type, mix and use of the development as well as looking at local car ownership and the overall need to reduce the use of high emission vehicles when determining planning applications.

Guidance on Transport Assessment (March 2007)

- 2.8 The Department for Transport (DfT) published 'Guidance on Transport Assessment' in March 2007 which explains the role of a supporting Travel Plan in delivering sustainable outcomes and provides links to guidance on preparing a Travel Plan.
- 2.9 The DfT has also published a variety of guidance documents to assist in the development and implementation of Travel Plans. The latest DfT guidance on Travel Plans is the 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process', April 2009.

- 2.10 This guidance document, which seeks to enable the most sustainable access to a new development, has been the primary guiding document for the compilation of this Travel Plan. The guidance places strong emphasis on ensuring the success of Travel Plans, linking them closely to the transport planning work undertaken at the planning stages and ensuring that clear objectives and outcomes are set.
- 2.11 The Department for Transport [DfT] have produced a number of documents providing guidance on Travel Plans, including 'Making residential travel plans work: guidelines for new development (2007)' and 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process (2009)'.
- 2.12 These guidelines include a Travel Plan pyramid, which sets out five key tiers to a successful residential Travel Plan. This Pyramid is reproduced in **Figure 2.1**.

Figure 2.1 – Travel Plan Pyramid



- 2.13 Considering the above tiers, the first tier considers site location. This is seen as a key element by the guidance and one that underpins *'all the other aspects of accessibility of the site'*.
- 2.14 The second tier *'comprises the fundamental characteristics that need to be incorporated into the design of the site from an early stage in order to reduce the need to travel and support walking, cycling and bus use'*. This effectively relates to the physical measures that can be delivered as part of the development to ensure it ties into the sustainable transport network as effectively as possible.

- 2.15 The third tier puts in place *'the resource to facilitate and develop the measures in the plan'*. This effectively means the identification of a suitable person to lead the Travel Plan process and ensure the effective management and development of the Travel Plan.
- 2.16 The fourth tier then goes on to consider *'the services that will need to be obtained for the site'* and primarily relates to the 'soft' travel planning measures, whilst the fifth and final tier looks at *'promotion, marketing and awareness raising to ensure adequate take-up of these services and to communicate the travel plan to residents'*.

Local Policy

- 2.17 This Travel Plan has been prepared following guidance set out within the, *"Hampshire County Council Environment Department – A Guide to Development Related Travel Plans, January 2009"*.
- 2.18 In accordance with Appendix D of this document, annual monitoring of the Travel Plan will be undertaken over a 5 year period. The FTP also accords to Appendix F of the guidance document in including the required measures within a residential travel plan.

3 EXISTING SITE ACCESSIBILITY BY NON-CAR MODES

- 3.1 The site is located to the east of Southleigh Road, north of the A27 and is on the eastern side of Havant. It is approximately 2km to the north-east of the town centre. The site is currently accessed from a priority junction with Blenheim Gardens, a residential road that connects directly to Southleigh Road to the north via Spindle Close and to the south via Fifth Avenue.

Existing Travel Behaviour

- 3.2 In order to establish the existing travel patterns of residents within the Warblington/Denvilles area, census journey to work data has been reviewed based upon the daytime population for the ward within which the site is located, St. Faiths; and for the Havant area as a whole.
- 3.3 The table below provides a breakdown of person trips by mode in percentage terms.

Table 3.1 - Journey to work % Mode Share – Daytime Population

Mode	St. Faiths	Havant Borough	Average
Train	7%	3%	5.0%
Bus, minibus or coach	3%	6%	4.5%
Taxi or minicab	0%	1%	0.5%
Driving a car or van	67%	68%	67.5%
Passenger in a car or van	6%	8%	7%
Motorcycle, scooter or moped	1%	1%	1%
Bicycle	5%	4%	4.5%
On foot	10%	8%	9%
Other	1%	1%	1%
total	100%	100%	

- 3.4 The 2001 census data indicates that a relatively high proportion of journey to work trips are made by car, with an average of 74.5% of all trips made by private vehicle. Walking and cycling account for almost 15% of all person trips in St. Faith's, with bus based commuting accounting for 3% of trips.
- 3.5 In terms of distance travelled to work based upon residents of St. Faith's ward, 44% of trips are less than 5km, which is well within the desirable threshold for cycling trips. A further 32% of trips are less than 10km which is also within a distance considered acceptable for commuting purposes by cyclists.

Pedestrian & Cycle Routes

- 3.6 On the Havant Borough Council Cycle Map, Southleigh Road is identified as a route for a sign posted cycle network link and on-road cycle lane.
- 3.7 The western footway measures approximately 1.8 metres in width, whilst the eastern footway measures approximately 3 metres in width, of which 1 metre consists of a grass verge. Advisory on-road cycle lanes are provided in both directions along Southleigh Road.
- 3.8 There are no formal pedestrian crossings within the immediate vicinity of the school, however, motorists are encouraged to reduce speeds to 20mph within the vicinity of the school. There is also signage which denotes a shared pedal cycle and pedestrian route.
- 3.9 The National Cycle Route 2 is partially incomplete but is proposed to link the entire south coast between Dover in Kent and St. Austell in Cornwall. The section between South Mundham and Christchurch in Hampshire has an alignment to the south connecting Emsworth to Havant. This section of route 2 is indicated as partly on-road and partly traffic free.

Bus Services

- 3.10 The 27 bus route operates along Southleigh Road to the west of the site and provides a connection to the town centre. The 27/27A serves the Denvilles, Southleigh Road bus stop and is operated by Emsworth & District Buses which operate many rural and urban services in Havant and Emsworth.
- 3.11 Bus stops are situated adjacent to the site providing covered shelters, seating and bus timetable information. The 27 bus route which travels from Rowland's Castle through to Southbourne and provides up to 3 services/hour in each direction from Monday to Friday, with 2 services/hour operating on Saturdays.

Rail Services

- 3.12 Approximately 400 metres to the south of the site is Warblington railway station that is on the coastal railway line. Warblington Rail station is operated by Southern Railways and is staffed on a part-time basis from 07:55 to 9:10 Monday to Friday. The rail station operates unstaffed at weekends. Services operate from Southampton Central to London Victoria with trains operating at a frequency of up to 2 trains per hour.

3.13 The Havant Borough Council website provides a summary of the train services at the station as follows:-

- 1 per hour to Southampton (SR)
- 1 per hour to London Victoria (SR)/London Bridge (weekday peak periods only)

3.14 Havant railway station is around 1.5km to the west of the site and is on both the coastal railway line and the line between Portsmouth and London. A summary of the train services at Havant station is as follows:-

- 3 per hour to London Waterloo (SW)
- 2 per hour to Brighton (SR, GW)
- 1 per hour to Littlehampton (SR)
- 2 per hour to London Victoria (SR)
- 2 per hour to Southampton (SR)
- 6 per hour to Portsmouth (SR, SW)
- Occasional to Great Malvern (GW)

4 OBJECTIVES AND TARGETS

Introduction

- 4.1 This chapter sets out the overarching objectives for the travel plan, as well as targets for the short and medium term. It includes indicators through which progress towards meeting the targets will be measured. Further information on monitoring and review of the travel plan can be found in Chapter 7.
- 4.2 Objectives are the high-level aims of the Travel Plan. They help to give the Travel Plan direction and provide a clear focus.
- 4.3 Targets are the measureable goals by which progress will be assessed. The travel plan sets out targets which the site occupiers will seek to reach within the period covered by this Travel Plan. In addition, interim targets have been set.
- 4.4 The objectives, targets and indicators are set out in this chapter.

Objectives

- 4.5 The Framework Travel Plan's overriding objective is to:

Put in place the management tools deemed necessary so that residents of the proposed site are able to make informed choices about their travel, while at the same time minimising the adverse impacts of their travel on the environment and surrounding highway network.

- 4.6 The sub-objectives are:

- *To raise the awareness of sustainable modes available to residents;*
- *To promote healthy lifestyles and sustainable, vibrant local communities;*
- *To encourage good urban design principles that maximise the permeability of the Development for walking and cycling;*
- *To improve existing infrastructure, improve public transport, and ensure connectivity and assimilation both within the Development and between the existing wider community; and*
- *To avoid reliance on car usage, especially single occupancy vehicles.*

- 4.7 These objectives will be achieved by introducing a package of physical and management measures that will facilitate resident travel by sustainable modes.

Targets and Indicators

- 4.8 Travel Plan targets are measurable goals by which progress of the Travel Plan can be assessed. These targets should be reviewed through a programme of monitoring to ensure they remain SMART, i.e. Specific, Measurable, Achievable, Realistic and Time related.
- 4.9 There are two types of targets, namely: 'action' and 'aim' targets. Action Targets are non-quantifiable actions that need to be achieved by a certain time. Aim Targets are quantifiable and in the case of this travel plan relate to the degree of modal shift the plan is seeking to achieve.

Action Targets

- 4.10 The Action Targets for this Travel Plan are:
- To appoint a Travel Plan Coordinator (TPC) 1 month prior to initial occupation;
 - To launch the travel plan no later than 1 month after the appointment of the TPC; and;
 - To provide travel information to all residents of the site.

Aim Targets

- 4.11 The aim targets of this Travel Plan are focused on all residents of the proposed development.
- 4.12 In the absence of existing travel data for the site, 2001 census Travel to Work data has been used to inform the pre-occupation baseline from which targets have been derived. The baseline travel patterns are outlined in Table 3.1 in the previous section. The following targets will then be refined after baseline travel surveys are carried out by residents of the development.
- 4.13 The planning application is for the development of a single masterplan by two sets of developer's/housebuilders. The Manor Farm site entailing 91 dwellings will form a detailed application, whereas the Copseys nursery site entailing 109 dwellings has been submitted as outline. As a result, it is anticipated that the Manor Farm site will be developed within phase 1 and the Copseys nursery site will be developed within phase 2.

- 4.14 A baseline resident survey will be undertaken upon occupation of the first phase of the development which is anticipated to constitute the 91 residential units associated with the Manor Farm site or 12 months after occupation of the first unit.
- 4.15 **Table 4.1** outlines the Aim Targets set out for the site. The targets are set to measure progress towards the main objectives over five years. This Travel Plan will seek to achieve targets within five years of the launch of the Travel Plan. The Travel plan will seek to achieve the interim targets within three years of the launch of the Travel Plan.
- 4.16 Future targets for mode share have been established taking into account the proposed sustainable measures associated with the Development, and future measures to be implemented through the travel plan. The targets have also been designed to take into account of the fact that as a new development, whilst inducing a behavioural change for the residents and visitors to the Development, it may also be possible to establish a standard of sustainable travel at the outset.

Table 4.1 – Travel Plan Aim Targets

Mode of Travel	Baseline Mode Share (%) – Year 0	Interim Target (%) – Year 3	Final Target (%) – Year 5
Rail	7	7.5	8
Bus, Mini Bus or Coach	3	3.5	4
Motorcycle, Scooter or Moped	1	1	1
Driving a Car or Van	67	64.5	62
Passenger in a Car or Van	6	6	6
Single occupancy Drivers	60	58.5	56
Taxi or Minicab	1	1	1
Bicycle	5	5.5	6
On Foot	10	11	12
Total	100	100	100

- 4.17 The travel plan targets as set out in Table 4.1 aim to reduce the modal share for car driver by 5% over the course of the 5 year travel plan. The targets as set out within the Travel Plan will be reviewed in agreement with Hampshire County Council (HCC) once a baseline survey for residents has been undertaken and analysis of the results is completed. It is proposed that the Travel Plan targets be reviewed after 5 years from occupation.

- 4.18 A travel survey will take place on the anniversary of the baseline travel survey on an annual basis for 5 years. The modal share results that will come out of the survey will indicate the success of the Travel Plan.

5 TRAVEL PLAN STRATEGY

Management

- 5.1 The Travel Plan will be managed and monitored by a Site Travel Plan Coordinator (TPC) who will have overall responsibility to ensure that the delivery of the proposed measures and initiatives are successfully delivered on time and to budget. Upon appointment the details of the appointed Site TPC will be provided to HCC.
- 5.2 The main responsibilities for this role are set out below and will be reviewed and amended on a regular basis:
- to provide guidance to, and be the main point of contact for residents within the Development site requiring information;
 - To design and implement effective marketing and awareness-raising campaigns to promote the Travel Plan;
 - to communicate information to residents regarding relevant national, regional and local initiatives related to the promotion of sustainable travel;
 - to coordinate and collect monitoring data and arrange travel monitoring annual surveys, and supply evidence of this to HBC/HCC;
 - to discuss, set and amend the FTP mode shift targets as agreed with Havant Borough Council/Hampshire County Council; and
 - to undertake reviews of the FTP and assess the progress towards achieving mode shift targets.
- 5.3 To support the work of the Site Travel Plan Coordinator, the formation of a Travel Plan steering group comprised of residents, the TPC, and the site management company will be considered.
- 5.4 The co-ordination is expected to be sustained over a 5 year period in line with the proposed monitoring strategy. The role of the Travel Plan coordinator will be reviewed after the fifth annual travel survey and Travel Plan review. After this point, negotiations between the developer/site management and HBC/HCC will determine future monitoring requirements.

Marketing

- 5.5 An essential element of the travel plan strategy, and one which largely determines the success of the FTP, is promotion of the travel plan. In order to promote and increase awareness of the FTP the following measures will be adopted:
- Distribution of travel information packs to all future residents of the development (to include maps, public transport routes and frequencies and details of local amenities);
 - Display of key Travel Plan information on public notice boards, including posters and leaflets;
 - arrange Q&A sessions and offer a personalised travel planning service;
 - Promote national travel initiatives and organise site-wide events such as organised cycle rides.
- 5.6 Types of information to be provided:-
- Public Transport timetables, infrastructure locations and telephone enquiry lines;
 - Local Taxi numbers;
 - Community Guides about facilities and services on or near the development;
 - Travel Planning websites and contact details; and
 - Information on home shopping sites.
- 5.7 These marketing measures will be introduced on a site wide basis by the Travel Plan Coordinator.
- 5.8 The Travel Information or Welcome Pack will be produced based on the information in this document. The Travel Information Pack will include public transport routes/timetable information as well as suggested walking and cycling routes. Locations of accessible public transport for the mobility impaired will also be included. The Travel Information Pack will be distributed to all households upon initial occupation. This document will be reviewed and updated on a regular basis and consequently be reissued if deemed necessary.
- 5.9 Communal notice boards will also be provided and would allow for continued promotion of the Travel Plan. All notice boards will have a similar layout and content so that they become familiar and accessible to people visiting the site. The notice boards will contain up-to-date public transport information and information detailing cycling and walking opportunities.

6 MEASURES AND INITIATIVES

Introduction

- 6.1 This section of the FTP outlines the specific physical and management measures to be implemented as part of the Travel Plan.
- 6.2 The measures that have been identified for the Development are focused broadly on two specific themes; 'action', encouraging new residents to experiment with using different modes of travel, and 'appreciation', raising awareness to the benefits to be gained from making sustainable choices. 'Enablement' measures to ensure permeability and connectivity throughout the Development and the surrounding area for pedestrians and cyclists are largely incorporated within overall design of the scheme.
- 6.3 It should be noted, however, that the measures and initiatives to be included within the full Travel Plan will be subject to further discussions between HBC/HCC and the developer regarding funding provision within the Section 106 Agreement.

Appreciation Measures

Welcome Packs:

- 6.4 As mentioned in the Marketing Section of this Travel Plan, Welcome Packs will be distributed to all new residents upon initial occupation of each unit. The packs will provide residents with relevant public transport information (such as maps, routes, timetables, fares, etc.); contact details of local black cab/licensed minicab operators, car share organisations and will include walking and cycling maps for the local area.

Cycling

- 6.5 Information for cycling in Havant such as the Havant Borough Cycle Network Map and other local cycle routes will be provided for within Welcome Packs.
- 6.6 Hampshire County Council has a commitment to encourage more pupils to travel to school in a safer, more sustainable, and where possible, healthier way. Future residents will be made aware of Hampshire's Bikeability Cycling Proficiency Test which provides cycle training to Years 5 - 9 children across the county between April 2012 and March 2013 (and beyond this period).

Walking

- 6.7 Along with walking route maps, events such as Walk to School Weeks will be promoted as part of the Travel Plan.

Public Transport

- 6.8 Further resources within the Welcome Packs will provide relevant information about sustainable travel websites such as Sustrans (<http://www.sustrans.org.uk/>), Transport Direct (<http://www.transportdirect.info>) and Travel Line (<http://traveline.info/>)

Car Sharing

- 6.9 Welcome Packs will promote the use of car sharing at the residential development. Residents will be encouraged to sign up to the Hampshire Car Share Scheme:
http://www.shareacar.com/hampshire_carshare_index.php
<https://hants.liftshare.com/default.asp>.

Action Measures

Buses

- 6.10 The developer will liaise with local bus operators about the potential of providing funding for new residents to have Plusbus Havant Passes which allow unlimited travel on Stagecoach, First and Emsworth & District bus services for a 1 month period within Havant and Hayling. This would be limited to one pass per unit.

Cycling

- 6.11 A free information pack will be provided detailing cycle routes in the area.

Personalised Travel Planning Service

- 6.12 The residents will be provided with a personalised travel planning service, which can be set up directly through the Site Travel Plan Coordinator.

Enabling Measures

Pedestrian/Cycle Infrastructure

- 6.13 Of the various measures being promoted to improve the local transport network, the most significant of these proposals is for the developers of Copseys Nursery/Manor Farm to provide a financial contribution to the implementation of the footbridge at Warblington Station.
- 6.14 Following a number of recent meetings and site visits, the design principles have been agreed with Network Rail, Southern Rail and Hampshire County Council, and the submission of a planning application for the bridge is now imminent. The footbridge will include a cycle gully to permit cyclists to wheel cycles over the bridge.
- 6.15 This will minimise the risk of pedestrian injury from traffic or the rail network; increase pedestrian accessibility to amenities south of the railway line; and improve the efficiency of the crossing, particularly at peak pedestrian periods such as school start and finish times, when pedestrians mixing with traffic impedes vehicular flow.
- 6.16 To support the new cycle infrastructure, cycle facilities will be provided. Secure, covered cycle parking facilities will be provided for each residential unit within the Development.

Pedestrian Network

- 6.17 Footways along residential streets within the Development will be provided at a minimum width of 1.8 metres, with appropriate lighting. Street design will ensure pedestrian permeability, providing links within and between residential areas, and link with existing public rights of way (PROWs).
- 6.18 The developer is prepared to make a suitable contribution towards the provision of the Warblington School path, which will link Southleigh Road towards Havant Town Centre adjacent to the railway line, a proposed cycle path measuring 3m in width, with lighting and fencing.

7 MONITORING & REVIEW

- 7.1 This Framework Travel Plan is part of a continuous process for improvement, requiring monitoring, review and revision to ensure it remains relevant to the site. This chapter sets out the proposals for monitoring and review.

Monitoring

- 7.2 Monitoring will take place throughout the five years life span of the travel plan. All monitoring will follow the most up to date HCC/DfT best practice guidance.
- 7.3 The monitoring programme will begin with the initial travel survey; to be undertaken once 100 dwellings has been occupied, i.e. once 100 of the entire 200 dwellings which will encompass the overall site masterplan are occupied. The survey will be used to adjust and ratify the baseline travel patterns and the targets.
- 7.4 Further surveys will take place annually, to monitor progress towards the Year 3 and Year 5 Targets.
- 7.5 All surveys will be undertaken using the TRICS Standard Assessment Methodology. Details of this are available at www.trics.org.
- 7.6 Additional monitoring of comments received from residents relating to the operation and implications of the Travel Plan is also useful to judge whether the implementation or proportion of certain measures needs to be modified. The following factors should be monitored on a regular basis:
- 7.7 Information gathered through the monitoring process will be recorded for input to the annual review (outlined below). The information will be made available to the HCC and HBC.

Reporting

- 7.8 The TPC will submit annual monitoring reports to HCC. The monitoring reports will include the results of any site wide surveys conducted, details of any new measures introduced and provide a general summary.

8 ACTION PLAN

- 8.1 The Action Plan outlined below in **Table 8.1** sets out the measures included within the Travel Plan that are directed at influencing resident travel.

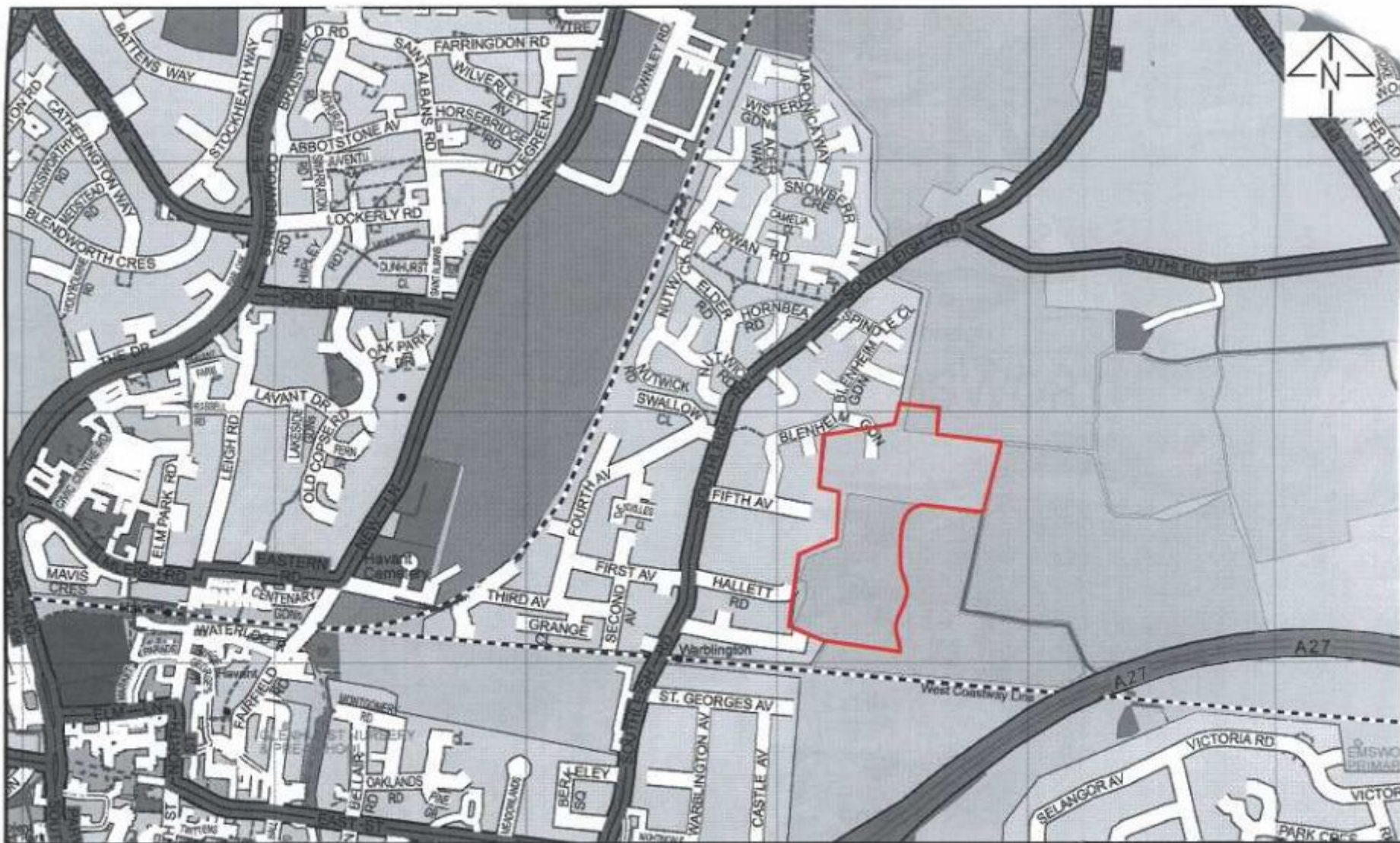
Table 8.1 Action Plan for Travel Plan Measures

Measures	Notes	Status/ Target Date	Method of Monitoring	Responsibility
General				
Appointment of Travel Plan Coordinator (TPC)	A TPC will be appointed 1 month prior to initial occupation	One month prior to occupation	N/A	Developer
Information Provision				
Sustainable Travel Notice Board	The Sustainable Travel Notice Board will outline the sustainable options for travelling to the Development for residents and visitors	Prior to development operation	N/A	TPC/Developer
Personalised Travel Planning Sessions	The TPC will offer planning services for residents	When necessary	The TPC will keep a record of which residents have utilised the service as well as the nature of the service (group, one on one).	TPC
Cycling				
Provision of secure cycle parking facilities at each residential unit	Secure, covered cycle parking facilities will be provided for each residential unit	Provided as part of development process	N/A	Developer
Provide cycle route maps and other information relating to cycle facilities	Provided as part of Welcome Packs and on notice board	On-going	N/A	TPC
Walking				
Residents to be provided with information related to safe walking routes.	Provided as part of Welcome Packs and on notice board	On-going	TPC to monitor uptake	TPC
Public Transport				
Residents to be provided with public transport information and timetables	Provided as part of Welcome Packs and on notice board	On-going	TPC to monitor uptake	TPC

Table 8.1 Action Plan for Travel Plan Measures

The developer will fund the provision of 200 (1 per unit) PlusBus Passes which allow unlimited travel on Stagecoach, First and Emsworth & District services				
Car Sharing	Valid for a 1 month period	Upon unit occupation	TPC to monitor	Developer/TPC
Residents will be encouraged to sign up to Car Sharing Schemes	Hampshire Car Share Scheme (http://www.shareacar.com/hampshire_carshare_index.php)	On-going	TPC to monitor uptake	TPC

FIGURES



Key:



Site Location

Barratt David Wilson Homes

Copsey's Nursery

Site Location – Local Context



85 Tottenham Court Road, London W1T 4TQ
Tel: 020 7268 3020 email: london@vectos.co.uk
www.vectos.co.uk

DRAWN

SO'D

CHECKED

C.S

DATE

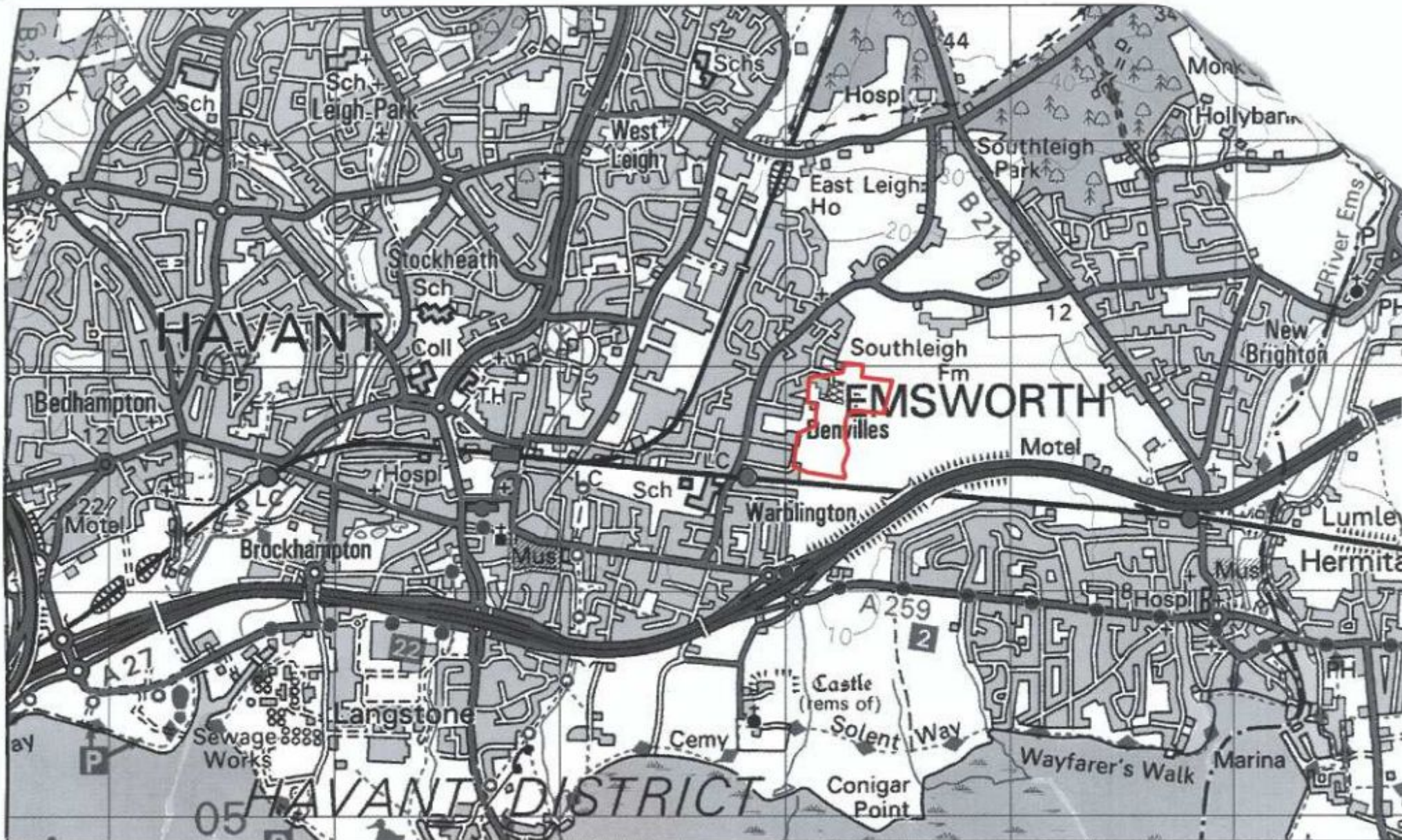
08/10/2012

SCALE

NTS

DRAWING REFERENCE

Figure 2



Key:



Site Location

Barratt David Wilson Homes

Copsey's Nursery

Site Location – Strategic Context



85 Tottenham Court Road, London W1T 4TQ
Tel: 020 7268 3020 Email: london@vectos.co.uk www.vectos.co.uk

DRAWN:

SO'D

CHECKED:

C.S

DATE:

08/10/2012

SCALE:

NTS

DRAWING REFERENCE:

Figure 1

Executed as a deed by:

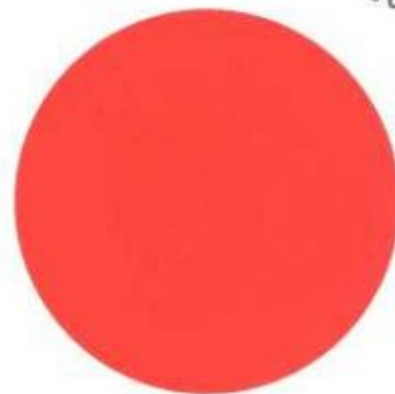


as attorneys for and on behalf of
BDW TRADING LIMITED

Executed as a deed by affixing the common
seal of **HAMPSHIRE COUNTY COUNCIL**,
in the presence of:

..... 

Authorised Officer



Executed as a deed by affixing the common
seal of **THE COUNCIL OF THE BOROUGH
OF HAVANT**, in the presence of:

