

***WASHINGTON ROAD TO NEW BRIGHTON ROAD,
EMSWORTH
PROPOSED FOOTWAY AND CYCLE TRACK***

Design and Access Statement



CLIENT: HAMPSHIRE COUNTY COUNCIL, STRATEGIC TRANSPORT

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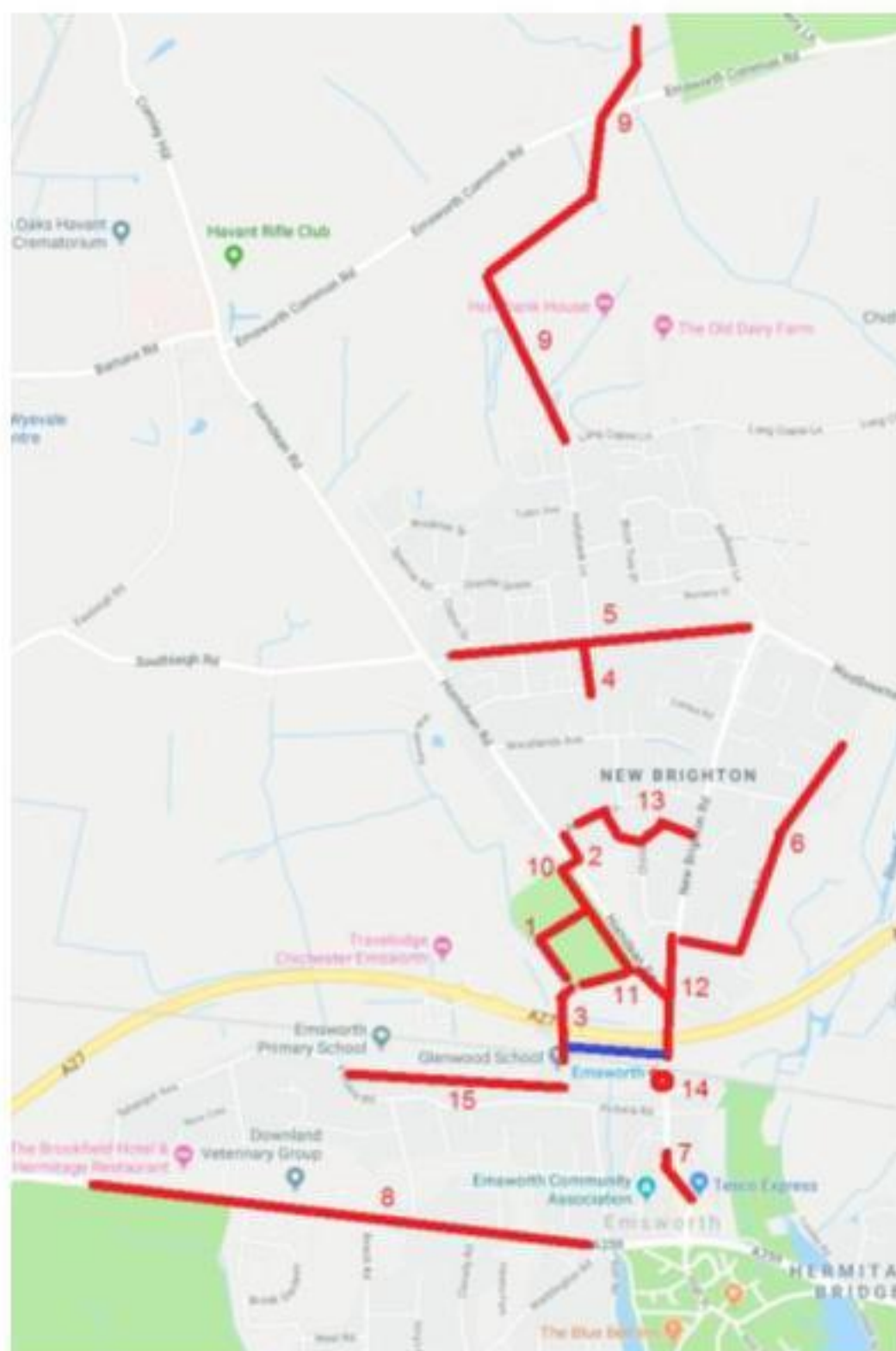
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1 Summary

- 1.1 This Design and Access Statement (DAS) explains the process by which the proposed design has been conceived and the various considerations made.
- 1.2 Hampshire County Council desires to complete the works originally identified in 2012 to create a comprehensive walking and cycling network in Emsworth, especially that area north of the A259 Havant Road. In various projects since 2012, sections of the cycle network have been completed including works in New Brighton Road, Horndean Road, North Street and Emsworth Recreation Ground. This project forms the final link in completing that originally identified network.
- 1.3 The project subject of this DAS creates an all-weather shared footpath / cycle track 2.5m wide connecting Washington Road and New Brighton Road by providing a new east-west link and improving access to the north side of Emsworth railway station.

2 The Emsworth walking and cycling network

- 2.1 Hampshire County Council has engaged Havant Borough Council as Agent to design and implement the Emsworth Cycle Network. This project includes schemes to improve walking and cycling connectivity across the area north of the A259 and has been ongoing in a number of phases since 2012. The present application forms the fifth and final phase of this programme of works.
- 2.2 The funding for the works has been taken from S106 developer contributions from the Hampshire Farm and Little Oaks development sites.
- 2.3 The cycle network was identified following consultation with stakeholders and the local community and has support of the local Members both at Borough and County levels. The network has addressed issues of severance and perceived road safety by providing a series of on-road and off-road cycle routes, improved crossing points (including a toucan crossing in Horndean Road) and a waymarking programme to assist those unfamiliar with the area to navigate their way around the town. The locations of the various interventions is shown on the next page.
- 2.4 Access to the local schools has been improved and is a key driver in the location of the various projects within the programme. St James C of E Primary School north of the A27 and Emsworth Primary School to the south of the A27 each take approximately 40% of their pupils from the 'other side' of the A27 from that where the school is located; hence crossing the A27 is a key element of the network.



Emsworth Cycles and Crossings

Projects completed:

1. Emsworth Recreation Ground W and N
2. St James School off-road
3. Washington Road footpath 71 upgrade
4. Hollybank Recreation Ground
5. Southleigh Road on-road lanes
6. Westbourne Avenue on-road
7. North Street crossings
8. A259 Havant Road on-road & off-road
9. Hollybank Woods to Rowlands Castle
10. Horndean Road toucan crossing
11. Emsworth Recreation Ground E and S
12. New Brighton Road off-road
13. Christopher Way on-road
14. Emsworth station cycle parking
15. Emsworth Primary School link off-road

The Interbridges link project is shown in blue and completes the identified Emsworth network.

Projects undertaken in Emsworth since 2010

- 2.5 There are two points of crossing the A27 available, matching the crossing points established in the mid 19th century by railway underbridges. These are at North Street where the B2148 Emsworth to Rowlands Castle road passes under the railway alongside Emsworth station; and at Washington Road which is historically a farm access. Due to the layout of North Street with a narrow road and low headroom bridge being unattractive for cyclists (pedestrians can use the adjacent Network Rail subway), it is Washington Road that has been developed (successfully) as the main north-south route for cyclists and pedestrians.

3 Development rationale

- 3.1 The north-south route via Washington Road was the first to be developed as a cycle track and the former footpath 51 was upgraded in width to 2.5m and resurfaced in 2012 with cycling rights being established at the same time. It passes under the railway and then under the A27 in a concrete subway, linking into cycle routes in Emsworth Recreation Ground and thence to Horndean Road. The route has a system of street lighting.
- 3.2 Since footpath 71 was upgraded, other works have been carried out linking it to other routes north and south of the A27. These include a route from Rowlands Castle, through Hollybank Woods and via St James School, another to Westbourne via New Brighton Road and Westbourne Avenue, and south-eastwards to Havant via a new link through Emsworth Primary School and Selangor Avenue. The works have been carried out in phases between 2013 and 2017, the most recent being in the south of New Brighton Road to improve access to the railway station.
- 3.3 The A27 subway is therefore a key link in the system on north-south routes, but unfortunately the A27 subway sits low in the surrounding ground with the result that it has a history of poor drainage and flooding. The drainage relies on gravity drainage into the adjacent watercourse (West Brook) and this responds quickly to heavy rain with the result that the subway can become impassable. When this occurs the only other dry-shod route is via Victoria Road and North Street, but this does involve a large element of back-tracking once it is found that the subway is flooded, affecting school attendance due to lateness.
- 3.4 The creation of the proposed route allows a shorter diversion route away from the flooded subway, as well as improving access directly to the railway station. In terms of the cycle network, with this route in place a cyclist from Emsworth south of the railway can access the railway station directly without having to use local roads and mostly using shared use off-road routes.
- 3.5 A key consideration in terms of school access is that the route also provides a link in the route between St James School and pupils living north of the A27, with Warblington Secondary School as both primary schools in Emsworth feed to Warblington in year 7.
- 3.6 The route is proposed to be 2.5m wide and unlit, although there is considerable light spillage from the adjacent station platforms on elevated ground to the south of the route. The ecological studies indicate that the route may be used by bats which would find lighting intrusive.
- 3.7 The scheme layout is shown in drawing 2014-07/648 (sheets 1-4) with the planning ('red line') drawing numbered 2014-07/658.

4 Construction and drainage

- 4.1 The land to be used by the new link has been extensively reworked recently, with a foul sewer rising main laid along its entire length as part of the development of the Emsworth westbound service area in 2014. The ground has been kept clear of vegetation under a programme of ecologically-superintended maintenance ready for the construction of the path (see cover photograph).
- 4.2 The land has been previously identified as the route for access into the 'Interbridges west' development site. There have been a number of options put forward for the development of this site including for residential and commercial uses; however to date nothing concrete has been promoted and part of the reason for this may be that the part of the site is subject to proposals in the Havant Borough Local Plan 2036 for a future A27 junction for access to the Southleigh strategic development site.
- 4.3 The path would be constructed 2.5m wide with a small amount of site clearance undertaken to clear topsoil only; a blanket of 'Terram' or equivalent will be laid to ensure stability and then a free draining stone blanket placed on top of this layer to ensure that the effectiveness of the adjacent ditch is unaffected. A 35mm thick layer of 'Flexipave' will then be placed onto this stone blanket to create the surface of the path. This is a recycled inert material which allows 100% rainwater permeability, again to ensure that the hydrology of the ditch is unaffected by the development.
- 4.4 Minor repairs will be undertaken to lineside fencing as part of the works, using timber post and rail fencing to match existing.
- 4.5 Work will be undertaken using accesses each end, working from one end to the other (direction to be determined) using a site compound in Washington Road (on public highway). The rebuilt drop crossing at the New Brighton Road end of the path will require pedestrians to temporarily cross and re-cross New Brighton Road during its construction which is expected to take 5 working days maximum. These will use existing crossing points and signage will be erected to warn road users of the increased numbers expected to be crossing the road. All other rights of way will remain open during construction.
- 4.6 Signage and waymarking will be erected in accordance with the requirements of the Traffic Signs and Regulations General directions 2016.

5 Land ownership

- 5.1 In the short term the landowner (Harebell 100) has recognised the opportunity to contribute to the solution of the cycle network issues caused by the A27 subway and to this end has entered into a rolling renewable licence with Hampshire County Council to allow the works to progress and to create a permissive right of way along the route of the rising main on land wholly in their ownership and control.
- 5.2 In the longer term, should development of the Interbridges West site proceed then the cycle route created in this project would be replaced and subsumed into the development site access, with the same benefits to the cycle network as the

access road would be classified as a 'quiet street' which would self-regulate as a safe part of the cycle network.

- 5.3 A copy of the licence agreement is appended to this DAS.

6 Ecology

- 6.1 Ecology studies have indicated the local presence of protected species. The site has been maintained clear of vegetation under ongoing ecological supervision. The works will be undertaken at times and using methods approved by the retained project ecologist.
- 6.2 Copies of the ecological studies in support of the path are submitted as part of the planning application.

7 Conclusion

- 7.1 The project will complete the identified Emsworth cycle network and improve accessibility for all users to Emsworth railway station and add resilience to the routes between the north and south parts of the town.
- 7.2 The DAS demonstrates that the new route can be built in accordance with all identified ecological and technical requirements.
- 7.3 The new route is fully funded by Hampshire County Council and the landowner has consented to its construction by means of the licence agreement.

Appendix: Licence Agreement

DATED

7th December

2018

HAREBELL 100 LTD

And

HAMPSHIRE COUNTY COUNCIL

LICENCE

in respect of the construction
of a temporary combined cycle way and footpath
at Land at Interbridges West site, Washington Road Emsworth

Barbara Beardwell
For For Head of Law and
Governance and Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

Licence to construct a temporary combined cycle way and footpath at Interbridges West site,
Washington Road Emsworth

This Licence is made the *7th* day of *December* 2018

BETWEEN:

1. HAREBELL 100 LTD of 6 Poole Road, Wimborne Dorset BH21 1QE registered at Companies House with the company registration number *05141915* ("the Company") and
2. HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire ("the County Council")

WHEREAS:

1. The County Council is the Highway Authority for Hampshire
2. The County Council is desirous of procuring the construction of a temporary combined cycle way and footpath ("the Footpath" which term includes any temporary footpath constructed under the provisions of this Licence or any renewal thereof) across Interbridges West Site Washington Road Emsworth in Hampshire in the position marked on the plans annexed hereto for the benefit of the property known as Interbridges West Site ("the Property")
3. The Company is the land Owner of the Property which is registered at the Land Registry under title number HP550643

NOW IT IS HEREBY AGREED as follows:

- (1) The Company hereby grants a Licence to the County Council and its contractors and agents to construct and remove from time to time during the period of this Licence a temporary combined cycle way and footpath in the position as shown on the location plans annexed hereto at Interbridges West Site Washington Road Emsworth in Hampshire

and the County Council accepts such Licence upon the terms hereinafter appearing

- (2) The company hereby grants a Licence to the County Council to construct and remove from time to time during the period of this Licence a combined cycle way and footpath in Hampshire as shown on the plan attached.
- (3) This Licence shall remain in force until any time after the expiration of a period of two years from the date hereof upon either party giving at least 3 months notice in writing
- (4) The construction of the Footpath is to be a 35mm 'Flexipave' (or the approved equivalent) the surface will be above a 100mm of Type 1 sub-base material.
- (5) A new field gate to be installed at the New Brighton Road connection to retain security against vehicles but allowing access for cycles.
- (6) The Footpath including any supports and fixtures shall be maintained in good repair and condition
- (7) On the termination of the Footpath the County Council shall at its own expense, remove such parts of the materials used in the construction of the Footpath that can be re-cycled for use elsewhere.
- (8) The County Council shall indemnify the Company against all actions proceedings costs claims demands and liability which may at any time hereafter properly be taken made or incurred in consequence of the erection maintenance or use of the Footpath or any failure to comply with any of the conditions of the Licence
- (9) If any damage or defects shall happen to the Footpath such damage or defects shall as soon as practicable be made good by the County Council
- (10) The County Council shall for each event that the Footpath shall be constructed maintain adequate public liability insurance of an amount not less than TEN MILLION POUNDS (£10,000,000) in respect of any one claim or such greater amount as the Company shall reasonably require with such insurance company as may be approved by the company (such approval not to be unreasonably withheld) and shall produce to the Company on demand the said policy with the receipt for the current premium thereof whenever called upon to do so
- (11) If at any time from the date hereof the County Council shall desire to terminate the Licence hereby granted or any extension thereof and shall not less than two weeks before the date upon which the County Council desires to terminate the said Licence give notice in writing to the Company of that desire then the said Licence shall immediately on the expiration of the said period of notice be terminated but without prejudice to the rights of the County Council or the Company against the other in respect of any antecedent breach of contract

- (12) The County Council shall pay to the company the sum of FOUR HUNDRED POUNDS (£400) in respect of its legal costs and the sum of ONE PEPERCORN in respect of the grant of this Licence
- (13) Any notice given pursuant to this licence must be in writing and must be delivered by hand or, sent by pre-paid first class post, or recorded delivery post. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- (14) A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- (16) This Licence 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.
- (17) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed as a deed by affixing
THE COMMON SEAL of
HAMPSHIRE COUNTY COUNCIL

In the presence of:

Authorised Signatory

SIGNED by an
authorised signatory
on behalf of HAREBELL 100 LTD

Authorised Signatory

R. S. DE ACUNA
DIRECTOR