

**Planning Obligation by Deed of Agreement under Section 106 of the Town and  
Country Planning Act 1990**  
relating to the development of Woodcroft Farm Development Site, Woodcroft Lane,  
Waterlooville in Hampshire

Dated : 5<sup>th</sup> May 2015

Derwent Developments Limited (1)  
The Council of the Borough of Havant (2)  
Hampshire County Council (3)

Havant Borough Council  
Public Service Plaza  
Civic Centre Road  
Havant  
Hampshire  
PO9 2AX

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DATE

2015

## PARTIES

- (1) Derwent Developments Limited (Company Registration Number 01899218) whose registered office is City Gate, Saint James Boulevard, Newcastle Upon Tyne NE1 4JE ("First Landowner")
- (2) The Council of the Borough of Havant of Civic Offices, Havant, Hampshire PO9 2AX ("Council")
- (3) Hampshire County Council of The Castle, Winchester, Hampshire SO23 8UJ ("County Council" and "the Second Landowner")

## INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is a local planning authority for the purposes of the Act and the local highway authority pursuant to the 1980 Act.
- 3 The First Landowner is the freehold owner of that part of the Site registered with the Land Registry under SH22132.
- 4 The Second Landowner is the freehold owner of that part of the Site registered with the Land Registry under SH24469.
- 5 The First Landowner has caused the Application to be submitted to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 6 The Council resolved on 23 January 2014 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

## OPERATIVE PART

### 1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"1980 Act" the Highways Act 1980.

"Act" the Town and Country Planning Act 1990

"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 should:

(a) Meet the needs of Eligible Persons including availability at a cost low enough for them to afford determined with regard to the local incomes and local house prices

(b) Include provisions for the home to remain at an affordable price for future Eligible Persons or if these restrictions are lifted for any Subsidy to be recycled for alternative Affordable Housing provision.

"Affordable Housing Land"

means those parts of the Site on which the Affordable Housing Units will be provided as shown on the Affordable Housing Plan.

"Affordable Housing Plan"

means the plan attached and marked "Affordable Housing Plan"

"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; or

(d) Grainger Trust Limited (which the Council acknowledges is a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008.



Affordable Housing Plan

1924-C-1100-A

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Affordable Housing Units"    | means 87 units comprising approximately 50% Rented Housing and 50% Intermediate Affordable Housing or such other mix of tenure as shall be agreed by the Council and subject to market conditions, and by prior written agreement with the Council which are to be made available by the Landowner for Affordable Housing on the Affordable Housing Land as herein provided or any one or more of them.        |
| "Affordable Rented Housing"   | means Rented Housing provided by Affordable Housing Providers that has the same characteristics as Social Rented Housing except that it is outside of the national rent regime but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80% of local market rents and in accordance with the guidance issued by the Homes and Communities Agency in 2011. |
| "Application"                 | the application for full planning permission dated 2 <sup>nd</sup> September 2013 submitted to the Council for the Development and allocated reference number APP/13/00804.                                                                                                                                                                                                                                    |
| "Bridleway"                   | means a bridleway as so defined in the Highways Act 1980.                                                                                                                                                                                                                                                                                                                                                      |
| "Chargee"                     | any mortgagee or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.                                                                                                                                                                      |
| "Chargee's Duty"              | the tasks and duties set out in paragraph 3.1 10 of Schedule 3.                                                                                                                                                                                                                                                                                                                                                |
| "Completion Certificate"      | A certificate issued by the Director or his duly authorised officer as confirmation that highway works have been carried out and completed to the County Council's satisfaction and are ready to be placed on maintenance pursuant to the Highways Agreement.                                                                                                                                                  |
| "Commencement of Development" | the date on which any material operation(as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological                                                                                                                         |

investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and "Commence Development" shall be construed accordingly.

"Common Parts"

means the parts of the Site which do not comprise a Residential Unit or the curtilage of a Residential Unit and which are intended to benefit the occupiers of the Residential Units as a whole or to enhance their occupation shall without prejudice to the generality thereof include the Public Open Space, Playspace SUDS unadopted roads, communal parking areas, footways, footpaths landscaped areas and amenity spaces.

"Community Worker Contribution"

means the sum of Sixty thousand Pounds (£60,000) (Indexed) towards the provision of a Community Development Worker to serve the Development and the Wecock area.

"Community Development Worker"

means a suitably experienced and qualified person to be employed by the Council pursuant to paragraph 3 of Schedule 5.

"Core Routes"

the routes shown hatched in blue on the Public Rights of Way Plan.

"Development"

the Development of 288 residential units comprising 9 x one bedroom, 112 x two bedroom, 122 x three bedroom and 45 x four bedroom, retention of existing farmhouse, new access road from Eagle Avenue, internal access roads, associated car parking, open space and landscaping and including works to trees under TPO 1931.

"Director"

the County Council's Director of Economy Transport and Environment.

"Eagle Avenue Works"

The highway works shown indicatively on drawing 21834/0004/005 Rev B attached hereto.

"Employment and Skills Plan"

means a scheme in relation to a Phase of the Development for the improvement and benefit of the local labour market and economy, by seeking to raise skills and enable local people to compete for the jobs generated by the relevant Phase of



the Development, in accordance with Schedule 8 (a template is set out in Annex 1 order to provide a guide for the plan's completion) to the reasonable satisfaction of the Council (or any variation or substitution thereof agreed in writing between the Landowner and the Council from time to time).

"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 Persons" shall be construed accordingly.

"Existing Bridleway Route"

means that part of the existing public bridleway shown coloured in a broken green line on the Public Rights of Way Plan.

"Extinguishment Order"

means an order pursuant to s257 of the Act for the extinguishment of the Existing Bridleway Route.

"Framework Travel Plan"

a framework travel plan attached at Schedule 7

"Grainger Trust Limited"

means Grainger Trust Limited of Citygate Saint James Boulevard Newcastle Upon Tyne Tyne & Wear NE1 4JE

"Highway Improvement Contribution"

means the sum of Seventy Five Thousand pounds (£75,000) such sum to be Index - Linked towards highway improvements on parts of the network affected by the Development including:

- Improving access for cyclists to Rachael Maddox School to the cycle route in Jack Daw Close

- Contributing to upgrading footpath Havant 7 through to Eagle Avenue and a cycle link provided to join into the proposed scheme currently being undertaken. This will then allow cyclist/pedestrians to access the wider footway/cycle way network without having to travel back on themselves;

- Upgrading the section of the path in the recreation ground to join the crossing point to the cycle/bridleway;

|                                   |                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | – linking the bridleway to the existing footways to provide access to the school via a crossing point (suitable to all users) of the spine road.                                                                                                                                                                                           |
| "Highways Agreement"              | An agreement with the County Council pursuant to s278 Highways Act 1980 and any other relevant legislation (including but not limited to s38 Highways Act 1980).                                                                                                                                                                           |
| "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 Affordable Housing Provider or if such body ceases to exist or is superseded the equivalent body                                         |
| "Index"                           | All Items Index of Retail Prices issued by the Office for National Statistics.                                                                                                                                                                                                                                                             |
| "Index – Linked"                  | means the increase in value calculated in accordance with the provisions of Clause 11.                                                                                                                                                                                                                                                     |
| "Interest"                        | interest at four per cent above the base lending rate of Barclays Bank Plc from time to time.                                                                                                                                                                                                                                              |
| "Intermediate Affordable Housing" | means Affordable Housing at prices and rents above those of Social Rent but below market price or rents which specifically includes Shared Equity Homes and Shared Ownership Homes and Intermediate Homes for Rent.                                                                                                                        |
| "Intermediate Homes for Rent"     | means Residential Units let at a rent which is no more than 80% of market value rent for the relevant property type and in the relevant rental market area (and for the avoidance of doubt do not include any Shared Ownership Homes or Shared Equity Homes) and "Intermediate Home for Rent" means any one of the said Residential Units. |
| "the Landowners"                  | means the First Landowner and the Second Landowner.                                                                                                                                                                                                                                                                                        |

|                                              |                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Local Connection"                           | means a connection to the administrative area of the Council by virtue of: <ul style="list-style-type: none"> <li>a. existing or previous residence;</li> <li>b. employment;</li> <li>c. close family links through parents or siblings or offspring; or</li> <li>d. any other connection as agreed with the Affordable Housing Provider and Council.</li> </ul> |
| "Lovedean Lane/Milton Road Roundabout Works" | the highway works shown indicatively on drawing 21834-004-SK001 Rev A attached hereto.                                                                                                                                                                                                                                                                           |
| "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 to be charged with the management of the Common Parts in accordance Paragraph 4 of Schedule 3.                                                                                                                                                                                                                                                   |
| "the Monitoring Fee"                         | means the sum of £5,000 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 the terms of this Agreement.                            |
| "New Bridleway"                              | the route shown coloured orange on the Public Rights of Way Plan or such other route as may be agreed in writing with the Council and the County Council.                                                                                                                                                                                                        |
| "Occupation" and "Occupied"                  | occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.                                                                                                           |
| "Open Market Housing Units"                  | means the 201 residential units available for sale on the open market but excluding the Affordable Housing Units.                                                                                                                                                                                                                                                |
| "Open Market Value"                          | means the price which 100% of the freehold or leasehold interest in the relevant Affordable                                                                                                                                                                                                                                                                      |



Housing would fetch if sold on the open market by a willing vendor and disregarding the obligations and restrictions contained in this Deed and approved by the Council.

"Permissive Route"

means a temporary Bridleway route approximately in the location shown on the Public Rights of Way Plan and provided to a specification agreed by the County Council.

"Permissive Route Agreement"

means an agreement substantially in the form of the draft attached hereto for the provision and maintenance of the Permissive Route.

"Phase"

means a phase of the Development as may be approved pursuant to condition 2 of the Planning Permission.

"Phase 1"

means the area of land coloured in pink and identified as such on the Phasing Plan.

"Phasing Plan"

means the Plan attached to this Agreement and marked "Phasing Plan".

"Plan 1"

means the location plan so marked attached to this Deed.

"Plan 2"

means the title plan so marked attached to the Deed.

"Planning Permission"

the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Schedule 2.

"Play Area"

means an area for children's play incorporating 'natural play' features in line with the principles set out in the Play England publication *'Design for Play'* (2008) as identified on the Public Open Space Plan.

"Practical Completion"

issue of a certificate of practical completion by the Landowner's architect or in the event that the Development is constructed by a party other than the Landowner the issue of a certificate of practical completion by that other party's architect or such other person who is suitably qualified to issue such a certificate.

"Protected Tenant"

any tenant who:

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit



- Site Boundary
- Phase 1
- Phase 2

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Project: Woodcut Farm  
 Client: Gloucestershire  
 Date: 14/08/2014  
 Drawn by: MB  
 Checked by: CH

Drawing: Development Phasing  
 Job no: 100020104  
 Drawing no: 00001  
 Date:

Phasing Plan





OMEGA  
PARTNERSHIP

GRAINGER PLC

SITE LOCATION PLAN

1:2500 @ A3

1924

A-1000

A

WOODCROFT FARM, HAVANT

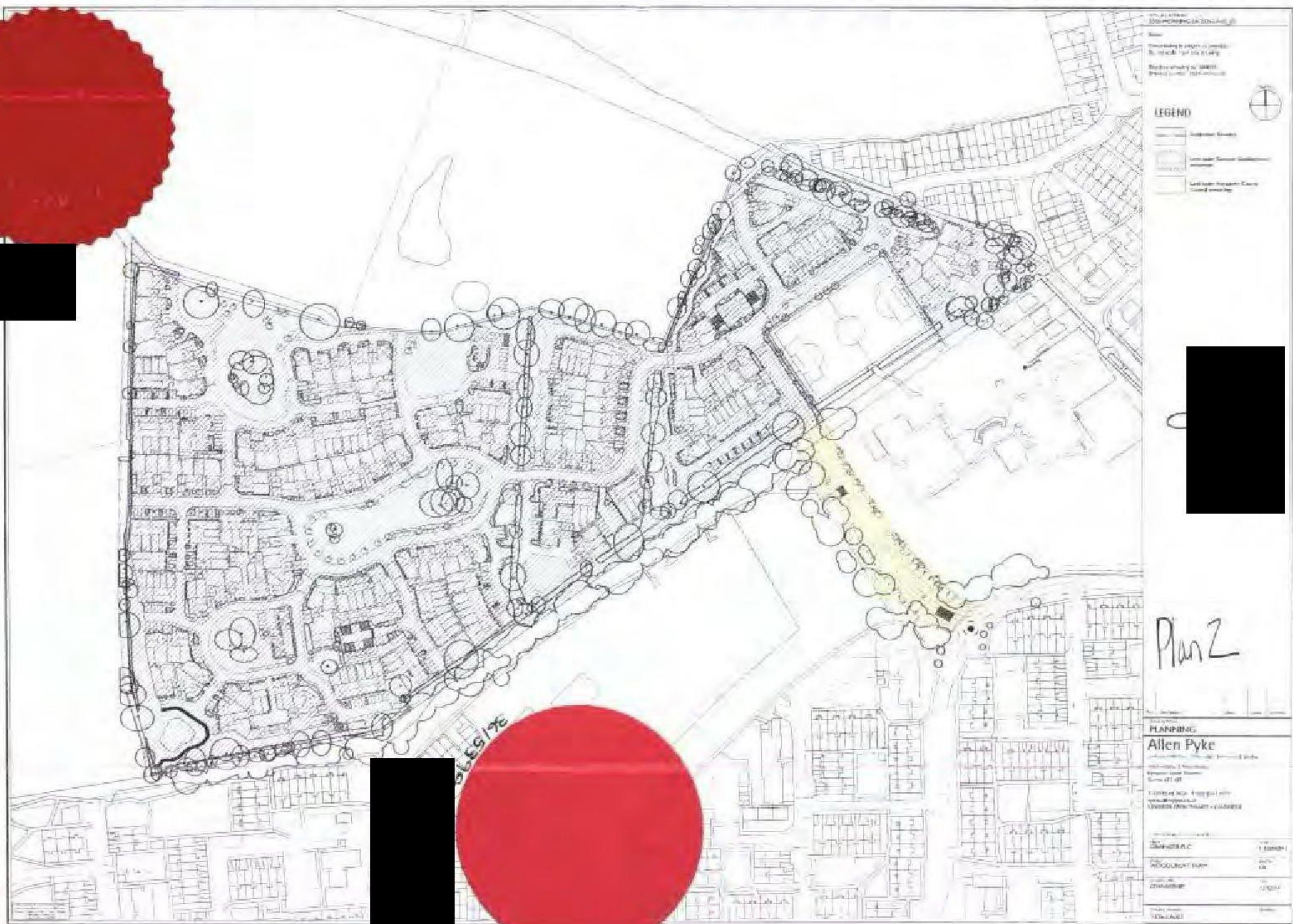
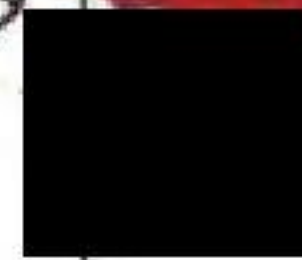
PLANNING

APRIL 2013

1924-A-1000-A

Plan 1

15025



Scale:  
Drawing to project is provided  
to indicate layout only.  
Not to be used for construction.  
Drawing to project is provided  
to indicate layout only.  
Not to be used for construction.

- LEGEND
- Proposed Building
  - Existing Building
  - Landscaping



Plan Z

|                                                    |  |
|----------------------------------------------------|--|
| PLANNING                                           |  |
| Allen Pyke                                         |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |
| 1000 1st St. N. Suite 100<br>Minneapolis, MN 55412 |  |



|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit                                                                                                                                                                                                                                                                                                                       |
|                              | (c) has been granted a Shared Ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit. |
| "Public Open Space"          | means the areas of public open space identified as such on the Public Open Space Plan.                                                                                                                                                                                                                                                                                                                                                                      |
| "Public Open Space Plan"     | means the plan attached and marked "Public Open Space Plan" which was approved as part of the Application.                                                                                                                                                                                                                                                                                                                                                  |
| "Public Right of Way"        | means public right of way route or routes to be formed across the Site in accordance with the provisions of Schedule 2 in paragraph 10 of this agreement which will constitute an agreement under section 25 Highways Act 1980 and "Public Rights of Way" means more than one of them as the context admits.                                                                                                                                                |
| "Public Rights of Way Plan"  | means the plan attached and marked "Public Rights of Way Plan"                                                                                                                                                                                                                                                                                                                                                                                              |
| "Rented Housing Units"       | means Affordable Housing to be constructed as either Social Rented Housing or Affordable Rented Housing.                                                                                                                                                                                                                                                                                                                                                    |
| "Residential Development"    | means the construction pursuant to the Planning Permission of any Residential Units.                                                                                                                                                                                                                                                                                                                                                                        |
| "Residential Units"          | means residential dwellings whether individually or in groups and whether divided vertically or horizontally.                                                                                                                                                                                                                                                                                                                                               |
| "Restricted Byway"           | means a restricted byway as so defined in the Countryside and Rights of Way Act 2000.                                                                                                                                                                                                                                                                                                                                                                       |
| "Restricted Byway Extension" | means the route shown coloured in yellow on the Public Rights of Way Plan.                                                                                                                                                                                                                                                                                                                                                                                  |
| "Shared Ownership Homes"     | means affordable housing leased to a lessee who purchases a percentage of the equity of the Intermediate Housing unit and pays a rent in relation to the share of the equity retained by the Affordable Housing Provider/Alternative Affordable Housing                                                                                                                                                                                                     |

13039

Project Name:  
13039  
The drawing is subject to change  
Do not scale from this drawing.  
Based on 2008/08/08 (2008)  
Drawing Number: 13039-01-01

LEGEND

- Property Boundary
- Public Open Space or all members of Management Committee



Public Open  
Space Plan

|                  |             |
|------------------|-------------|
| Project Name     | 13039       |
| Planning         | PLANNING    |
| Author           | Allen Pyke  |
| Project Manager  | Allen Pyke  |
| Project Engineer | Allen Pyke  |
| Project Designer | Allen Pyke  |
| Project Checker  | Allen Pyke  |
| Project Approver | Allen Pyke  |
| Project Date     | 2008/08/08  |
| Project Status   | Approved    |
| Project Location | 13039       |
| Project Scale    | 1:1000      |
| Project Sheet    | 13039-01-01 |



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Soil fertility & conservation

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Timing | Public Rights of Way Plan

|             |               |
|-------------|---------------|
| job no.     | SNAP_F080606  |
| drawing no. | A4-002        |
| rev.        | 01/04/08/2015 |

02986 | 2003-04-2

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|                               |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Site"                        | the land against which this Deed may be enforced as shown edged red on Plan 1 and as described in the Schedule 1.                                                                                                                                                                                                                                                                                                             |
| "Social Rented Housing"       | means Rented Housing owned and managed by Local Authorities or <i>Affordable Housing Providers</i> for which guideline target rents are determined through the national rent regime this may also include Rented Housing owned or managed by other persons and provided under equivalent rental arrangements to the above, as agreed with the Local Authority or with the Homes & Communities Agency as a condition of grant. |
| "Social Rented Housing Units" | means those Affordable Housing Units (and associated car parking spaces the number of which is to be agreed between the Landowner and the Council) to be Occupied as Social Rented Housing and the expression Social Rented Housing Unit shall be construed accordingly or otherwise as agreed by the Council.                                                                                                                |
| "SUDS"                        | means a sustainable drainage system for the Development in accordance with a specification agreed in writing by the Council and if statutorily empowered so to do by the County Council.                                                                                                                                                                                                                                      |
| "SUDS Index"                  | means the All Items Retail Price Index (RPI) published by the Office for National Statistics.                                                                                                                                                                                                                                                                                                                                 |
| "SUDS Scheme Bond"            | means the sum being the cost of implementation and compliance with the targets/measures of the SUDS scheme plus 10% thereof by an approved surety.                                                                                                                                                                                                                                                                            |
| "Stopping up"                 | means an application by the made under the Town and Country Planning Act to partially stop up highway rights as a necessary requirement to enable the Development.                                                                                                                                                                                                                                                            |
| "Travel Plan"                 | means a travel plan for any phase of Residential Development pursuant to the Planning Permission in accordance with the requirements of the Schedule 4 paragraph 3 and in accordance with the County Council's guidance "A Guide to Development Related Travel Plans" dated January 2009 or any amendment variation or replacement thereof.                                                                                   |
| "Travel Plan Bond"            | means the sum being the cost of implementation and compliance with the targets/measures of the Framework Travel Plan and the Travel Plan plus 10% thereof by an approved surety.                                                                                                                                                                                                                                              |

|                              |                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Travel Plan Approval Fee"   | means the sum of £1,500 (One thousand five hundred pounds) to be paid to the County Council towards the County Council's costs in approving the Travel Plans.                                                                                                                                                                                   |
| "Travel Plan Guidance"       | The County Council's guidance "A Guide to Development Related Travel Plans" dated January 2009 (or any amendment replacement or variation thereof).                                                                                                                                                                                             |
| "Travel Plan Monitoring Fee" | means the sum of £15,000 (Fifteen thousand pounds) towards the County Council's reasonable costs in monitoring the Travel Plans for a period of five years.                                                                                                                                                                                     |
| "Travel Plan Co-ordinator"   | means the person appointed by the First Landowner at their expense as provided in the Framework Travel Plan who shall be responsible for securing the implementation of the Travel Plans and the day-to-day management of the steps identified in the Travel Plans to be taken to secure the outcomes contained in the respective Travel Plans. |

## 2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 to the intent that it will bind the respective interests of the First Landowner and the Second Landowner and their successors in title to the Site as described in Schedule 1.
- 3.2 The Landowners together with their successors in title are jointly and severally responsible to the Council and the County Council for the covenants, restrictions and requirements imposed upon the Landowners under this Deed unless expressly provided otherwise.
- 3.3 The covenants, restrictions and requirements imposed upon the Landowners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council in the case of covenants made with them as local planning authorities against the Landowners save for the provisions of Schedule 9 which shall be enforceable between the First and Second Landowners.

### **4 CONDITIONALITY**

Unless otherwise stated in the clauses and Schedules hereof this Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of **Clauses 8.1, 8.2, 10, 14, 15 and 16** which shall come into effect immediately upon completion of this Deed.

### **5 THE LANDOWNERS' COVENANTS**

- 5.1 The Landowners covenant with the Council as set out in the Schedule 3 and 8.
- 5.2 The Landowners covenant with the County Council as set out in the Schedule 4.
- 5.3 The Landowners covenant with each other as set out in Schedule 9.
- 5.4 The Landowners covenant with both the Council and the County Council as set out in Schedule 10.

### **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Landowners as set out in the Schedule 5.

### **7 THE COUNTY COUNCIL'S COVENANTS**

- 7.1 The County Council covenants with the Landowners as set out in the Schedule 6.

## 8 MISCELLANEOUS

- 8.1 Upon completion of this Agreement the First Landowner shall to pay to the Council their reasonable and proper legal costs of £2,095 incurred in connection with the preparation, negotiation and completion of this Agreement.
- 8.2 Upon completion of this Agreement the First Landowner shall to pay to the County Council their reasonable and proper legal costs together with the costs of the Director of Environment incurred in connection with the preparation, negotiation and completion of this Agreement.
- 8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This Deed shall be registerable as a local land charge by the Council.
- 8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Landowners from the Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:
- (i) the Council by the Executive Head of Planning and Built Environment;
  - (ii) the County Council by the Director
- And any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon the written request of the Landowners forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Landowner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or any part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.10 This Deed shall not be enforceable against landowner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 8.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

8.13 It is agreed by the parties that if prior to the receipt of any financial contribution due under the terms of this Deed the County Council incurs any expenditure in providing the facilities or works to which it was intended to apply any such financial contribution or (in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development, then the County Council may immediately following receipt of such contribution deduct there from a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of any such contribution shall not be the subject of any requirement to repay or otherwise account for it or any interest accrued thereon pursuant to the terms of this Deed and that such monies shall be and remain the property of the County Council and shall not be bound by the terms of this Deed.

## **9 WAIVER**

No waiver (whether expressed or implied) by the Council (or the County Council or Landowners) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County Council or Landowners) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **10 CHANGE IN LAND OWNERSHIP**

The Landowners agree with the Council to give the Council and County Council written notice of any change in ownership of any of its interests in the Site within 10 Working Days of such a change (save and except for a change which shall be a disposition of a finished Residential Unit or the registration of a charge) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **11 INDEXATION**

11.1 Any sum referred to in the Schedule 3 and paragraph 4 Schedule 4 shall be increased by an amount equivalent to the increase in the Index from the Commencement of Development until the date on which such sum is payable.

## **12 INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **13 VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## **14 NOTICES**

- 14.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 14.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 14.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 14.3.1 if delivered by hand, at the time of delivery;
  - 14.3.2 if sent by post, on the second working day after posting, or
  - 14.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 14.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 14.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

## **15. DISPUTE PROVISIONS**

- 15.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

15.5 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

**16 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

**17 DELIVERY**

The provisions of this Deed (other than this clause 17 which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## SCHEDULE 1

### Details of the Landowner's Title, and description of the Site

1. Land at Woodcroft Farm Development Site, Woodcroft Lane, Waterloooville shown edged red on Plan 1.
2. Being that area hatched in blue on Plan 2 within the freehold ownership of the First Landowner comprised in title number SH22132 free from encumbrances
3. Being the area hatched in orange on Plan 2 within the freehold ownership of the Second Landowner comprised in title number SH24469 free from encumbrances

SCHEDULE 2

Draft Form of notice of planning permission

# REVISED DRAFT DECISION NOTICE



**Havant**  
BOROUGH COUNCIL

Public Service Plaza  
Civic Centre Road  
Havant  
Hampshire PO9 2AX

T 023 9247 4174  
F 023 9248 0263  
DX 50005 Havant

[www.havant.gov.uk](http://www.havant.gov.uk)

Mr Chris Rees  
Savills  
2 Charlotte Place  
Southampton SO14 0TB

For: Derwent Developments Ltd

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**The Town and Country Planning (Development Management Procedure) (England) Order  
2010  
Grant of Planning Permission**

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**Application Number:** APP/13/00804

**Site Address:** Woodcroft Farm Development Site, Woodcroft Lane, Waterlooville

**Proposal:** Development of 288 residential units comprising 9 x one bedroom, 112 x two bedroom, 122 x three bedroom and 45 x four bedroom, retention of existing farmhouse, new access road from Eagle Avenue, internal access roads, associated car parking, open space and landscaping and including works to trees under TPO 1931.

Further to your application received on 07 August 2013, which was valid from 03 September 2013, Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

- (i) The plans and other documents submitted with regard to your application; and
- (ii) The following conditions:

**Conditions:**

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this planning permission was granted.  
**Reason:** To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 No development hereby permitted shall commence until a Phasing Layout Plan has been submitted to and approved in writing by the Local Planning Authority. The development of the site shall be carried out in accordance with the approved phasing plan. Any amendment to the approved phasing programme must be first agreed in writing by the Local Planning Authority.  
**Reason:** To ensure satisfactory comprehensive development and proper planning of the area.
- 3 No development hereby permitted shall commence on each phase until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same, have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and

programme as are thus approved by the Local Planning Authority and the Highway Authority

**Reason:** To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012

- 4 Construction of the development hereby permitted shall not commence on each phase until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels for that phase have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** To ensure that site levels are adequately addressed in the interests of the character and amenity of the area and of neighbours having due regard to policies CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

- 5 Construction of the development hereby permitted shall not commence on each phase until an Arboricultural Impact Assessment and Method Statement including a pre-development meeting with the Council's Arboriculturalist has been submitted and agreed in writing by the Local Planning Authority. The proposed works shall be carried out in accordance with the approved details.

**Reason:** To ensure the trees are not adversely affected by the construction of the development and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 6 No development shall commence on each phase until a Construction Management Plan and Construction Method Statement to include a pre-commencement meeting with the Local Planning Authority, the routing of construction traffic, site management, hours of working, delivery hours, delivery and construction vehicle parking, materials store, site office, waste management, road cleaning, measures to prevent mud and debris on the highway, storage of chemicals and hydrocarbons and such other matters related to construction of the site, has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out fully in accordance with the approved Construction Management Plan and Construction Method Statement.

**Reason:** To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policies DM8, DM10, and CS20 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012

- 7 Construction of the dwellings hereby permitted shall not commence on each phase until samples and details of all external facing and roofing materials shall be submitted to and approved by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.

**Reason:** To ensure the appearance of the development is satisfactory and having due regard to policies CS16 of Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 8 No development hereby permitted shall commence on each phase until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in

full accordance with that specification

**Reason:** In the interests of the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 9 No development hereby permitted shall be commenced on each phase until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced, has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.

The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.

**Reason:** To ensure the appearance of the development is satisfactory and having due regard to policies CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 10 Construction of the dwellings hereby permitted shall not commence on each phase until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure for that phase have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.

**Reason:** To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 11 Prior to the commencement of construction within any specified phase or defined area the development approved by this Planning Permission (as may be agreed in writing by the Local Planning Authority), a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. That scheme shall include all of the following elements unless specifically excluded in writing by the Local Planning Authority.

- 1 A scheme of further investigation, based on the previously submitted GeoEnvironmental & Geotechnical report. The scope of the investigation shall be sufficient to:

- confirm the preliminary assessment of the nature and extent of contamination at the site,
- inform an appropriate assessment of the risks to all receptors that may be affected, including controlled waters, and,
- enable the appropriate design of remediation and/or risk mitigation measures (if required)

- 2 The results of the further investigation and risk assessment (1) and if appropriate, a method statement based on these results giving full details of the remediation and/or risk mitigation measures required, and how they are to be undertaken.

- 3 A verification report or statement (as appropriate) upon completion of the works set out in (2) [if any], confirming that measures undertaken have been implemented in accordance with the method statement, and have achieved the required performance standards. The verification report / statement shall provide details of any measures necessary for maintenance, further monitoring and reporting.

All elements shall be adhered to unless agreed in writing by the Local Planning Authority.

**Reason:** To prevent future occupants of proposed residential properties being exposed to unacceptable risks from identified contamination & soil gas associated with automotive repair and landfill activity previously undertaken at the site, and to ensure that the site does not pose an unacceptable risk to the groundwater Source Protection Zone 1; having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011), and DM17 of the Draft Local Plan (Allocations) 2012.

- 12 Prior to the commencement of construction of any part of the development approved by this Planning Permission, a protocol for the identification & assessment of any unforeseen ground conditions shall be submitted to and approved in writing by the Local Planning Authority. The provisions of the approved protocol shall be observed throughout the undertaking of all relevant construction activities.

**Reason:** For the protection of workers and the general public during the development of potentially contaminated land, and to prevent future occupants of proposed residential properties being exposed to unacceptable risks from unidentified &/or unexpected contamination that may be associated with previous activities undertaken at the site; having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011), and DM17 of the Draft Local Plan (Allocations) 2012.

- 13 If, during development, contamination not previously identified at the site is found to be present, then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for an addendum to the Method Statement required under Condition 1, (2). This addendum shall detail how this unexpected contamination shall be dealt with, and the development shall not be carried out other than in accordance with the approved details.

**Reason:** For the protection of workers and the general public during the development of potentially contaminated land, and to prevent future occupants of proposed residential properties being exposed to unacceptable risks from unidentified &/or unexpected contamination that may be associated with previous activities undertaken at the site; having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011), and DM17 of the Draft Local Plan (Allocations) 2012.

- 14 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.

**Reason:** To safeguard the amenity of the locality and having due regard to policy CS16 of the Havant Borough Core Strategy 2011 which forms part of the Local Development Framework and National Planning Policy Framework, March 2012.

- 15 The development hereby permitted shall not commence on each phase until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.  
**Reason:** To safeguard the amenities of the locality and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 16 No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority and Southern Water. The drainage strategy should demonstrate the surface water run-off generated up to and including the 100 year critical storm (with an allowance for climate change) will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Those details shall include:

1. Information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
2. A timetable for its implementation; and
3. A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable urban drainage scheme throughout its lifetime.
4. A written summary of the drainage strategy, including supporting calculations.

**Reason:** To the policy aims of the National Planning Policy Framework (NPPF).

- 17 No development hereby permitted shall commence on each phase until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewerage disposal including proposed to serve the same, the treatment of existing water courses and ditches and details of any other proposed ancillary drainage works/plant (e.g. pumping stations) for that phase have first been submitted to and approved in writing by the Local Planning Authority and Southern Water. No dwelling or building within that phase shall be occupied until completion of the implementation of its drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.

**Reason:** To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan, and National Planning Policy Framework, March 2012.

- 18 No development hereby permitted shall commence until the applicant has secured:-
- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
  - the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
  - Following completion of archaeological fieldwork the production of a report in accordance with an approved programme including where appropriate post-excavation assessment, specialist analysis and reports, publication and public engagement.

**Reason:** To safeguard the potential archaeological interest of the site and having due regard to policies CS11, DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 19 Prior to commencement, an Ecological Mitigation and Enhancement Scheme for the site shall be submitted for written approval to the Local Planning Authority. This Scheme should include (but not necessarily be restricted to): location, extent and timing of vegetation loss; protected species protection (including results of any updating surveys, details of lighting strategy methods to prevent harm or disturbance); location, extent and composition of habitat creation; location and ongoing management of mitigation features such as new habitat, ponds, bat and bird boxes. Development shall subsequently proceed in accordance with any such approved Plan, with all biodiversity mitigation enhancement features permanently retained in accordance with the approved Plan.

**Reason:** To conserve and enhance biodiversity in accordance with Local and National Planning Policy.

- 20 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.

**Reason:** To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 21 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.

**Reason:** In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 22 Prior to the occupation of the development a Post Construction Certificate shall be submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** To ensure that the development is carried out in accordance with policy CS14 of the Havant Borough Local Plan (Core Strategy) 2011 and National Planning Policy Framework, March 2012.

- 23 Prior to the first occupation of the dwellings hereby approved, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- i) plans showing the external appearance of the pumping station including any form of enclosure to the station;
- ii) a scheme for protecting the proposed dwellings from noise and vibration from the pumping station.

The pumping station shall thereafter be constructed and maintained in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** In the interests of the character and amenity of the area and neighbouring residents having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

- 24 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part

1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of the site without the prior written approval of the Local Planning Authority.

**Reason:** In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

- 25 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of the dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.

**Reason:** In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

- 26 The development hereby permitted shall not commence until a phasing plan for off site highway works has been submitted to and approved in writing by the Local Planning Authority. The off site highway works shall be completed in full accordance with such plans, particulars and programme as are thus approved in writing by the Authority.

**Reason:** To ensure that the required highway improvements are provided and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 27 The development hereby permitted shall not commence until a timetable for the re-location of the Bridleway, including details of any temporary or interim measures has been submitted to and approved in writing by the Local Planning Authority. The bridleway diversion shall be completed in full accordance with such plans, particulars and programme as are thus approved in writing by the Authority.

**Reason:** To ensure the continuation of Bridleway route and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

- 28 No dwelling shall be occupied until Car parking provision for that dwelling has been provided in accordance with plan 1924a -1011-m and such provision shall be permanently maintained.

**Reason:** To ensure the appropriate car parking provision and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan.

- 29 Woodcroft Lane shall not be used for construction traffic other than for the installation of services for the 5 dwellings proposed with direct access off Woodcroft Lane. Details of those services where vehicular access is required from Woodcroft Lane shall be submitted to and approved in writing by the Local Planning Authority.

**Reason:** To safeguard the amenities of neighbouring properties and having due regard to policy CS16 of the Havant Borough Local Plan.

- 30 The development hereby permitted shall not commence until the arrangements, including a programme for delivery, for pedestrian and cycle access to Woodcroft School have been submitted to approved in writing by the Local Planning Authority. Such arrangements to include the provision of a ramp from the site access road to the school land. The arrangements shall be completed in accordance with the approved details and programme for delivery.

**Reason:** To safeguard the amenities of neighbouring properties and to ensure that full access to the school is available and not obstructed or frustrated during school

hours and having due regard to policy CS16 of the Havant Borough Local Plan.

- 31 The development hereby permitted shall not commence until details of the proposed play equipment have been submitted to and approved in writing by the Local Planning Authority. The play equipment shall be provided and maintained in accordance with the approved details.

**Reason:** To ensure appropriate provision and having due regard to policy CS16 of the Havant Borough Local Plan.

- 32 No development shall commence until further details of the footpath and cycleway connections including detailed plans and specifications of the alignment, finished, street furniture and programme of delivery have been submitted to and approved in writing by the Local Planning Authority. The footpath and cycleway connections shall be provided in accordance with the approved details and delivery programme.

**Reason:** To ensure appropriate provision and having due regard to policy CS16 of the Havant Borough Local Plan and the national Planning Policy Framework.

- 33 Advanced Nursery Standard tree shall be provided adjacent the length of the new access road off Eagle Avenue in accordance with details to be submitted and approved in writing by the Local Planning Authority. Such details shall specify the proposed finished ground levels, the position, species and planting sizes of the trees and timing provisions for completion of the tree planting works. The implementation of all such approved planting shall be completed in full accordance with the approved details and timings. Any tree planted which dies or is otherwise removed within the first 10 years shall be replaced with another of the same species and size and in the same position during the first available planting season.

**Reason:** To ensure the appearance of the development is satisfactory and having due regard to policy CS16 of the Havant Borough Local Plan and the National Planning Policy Framework March 2012.

- 34 No development shall commence until details of the proposed means of controlling access to the emergency access shall have been submitted to and approved in writing by the Local Planning Authority. The agreed details shall be provided prior to the first occupation of the development and permanently maintained thereafter.

**Reason:** In the interests of the amenities of the occupiers of nearby properties and having due regard to policy CS16 of the Havant Borough Local Plan and the National Planning Policy Framework March 2012.

- 35 The development hereby permitted shall be carried out in accordance with the following approved plans:

| Drg No | Revision | Drawing Title                                                                                |
|--------|----------|----------------------------------------------------------------------------------------------|
| C-1010 | M        | Site Layout - Coloured                                                                       |
| A-1011 | M        | Site Layout - Black/White                                                                    |
| C-1100 | A        | Affordable Distribution Plan                                                                 |
| C-1106 | C        | Concept Masterplan                                                                           |
| C-1205 | E        | Site Sections AA, BB, CC - Coloured                                                          |
| C-1206 | D        | Site Sections DD, EE, FF - Coloured                                                          |
| C-1207 | D        | Site Sections GG, HH, JJ - Coloured                                                          |
| C-1208 | B        | Site Sections KK, LL, MM - Coloured                                                          |
| C-1209 | B        | Site Sections NN, PP - Coloured                                                              |
| C-1210 | B        | Site Sections RR, SS & TT - Coloured                                                         |
| C-1211 | B        | Site Sections UU, VV & WW - Coloured                                                         |
| A-3000 | B        | Block Type A: Plots 42-45 Plans & Elevations                                                 |
| A-3005 | B        | Block Type B: Plots 46-47, 73, 74, 79, 80, 92 & 93 Plans & Elevations                        |
| A-3010 | C        | Block Type C: Plots 40, 41, 90, 91, 96, 97, 106, 107, 129, 130, 210 & 211 Plans & Elevations |

|        |   |                                                                                    |
|--------|---|------------------------------------------------------------------------------------|
| A-3011 | C | Block Type C+: Plots 266-268 Plans & Elevations                                    |
| A-3015 | C | Block Type D: Plots 199-201 & 133-138 Plans & Elevations                           |
| A-3020 | B | Block Type E: Plots 108 -112 Plans & Elevations                                    |
| A-3025 | B | Block Type F: Plots 4-9 Plans & Elevations                                         |
| A-3030 | C | Block Type G: Plots 71,72,197,198 Plans & Elevations                               |
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**Reason:** - To ensure provision of a satisfactory development.

#### Other Important Information:

- (1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6573.
- (2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs).
- (3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.
- (4) A formal application for connection to the public sewerage system is required in order to service this development, please contact:  
Atkins Ltd, Anglo St James House 39A Southgate Street Winchester SO23 9HH (tel 01962 858688) or [www.southernwater.co.uk](http://www.southernwater.co.uk)
- (5) Your attention is drawn to the provisions of Sections 12 &13 of the Hampshire Act 1983 relating to access for the Fire and rescue Service. You can view a copy of the Act at  
[www.legislation.gov.uk/ukla/1983/5/pdfs/ukla\\_19830005\\_en.pdf](http://www.legislation.gov.uk/ukla/1983/5/pdfs/ukla_19830005_en.pdf)
- (6) This permission was granted subject to a planning obligation agreement made under Section 106 of the Town & Country Planning Act 1990 dated ....., which requires  
.....
- (7) In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,
- You were updated about issues after the initial site visit.

  
Mr Chris Murray  
Service Manager (Planning Development)

December 2014

## SCHEDULE 3

### The Landowners' Covenants with the Council

#### Public Open Space

##### 1. PUBLIC OPEN SPACE

1 The Landowners hereby covenant with the Council as set out in this Part of the Schedule 3 as follows:-

- 1.1 The Landowners shall provide lay out landscape and (where appropriate) equip the Public Open Space to include the Play Area in accordance with the Public Open Space Plan.
- 1.2 The Landowners shall not cause or permit Occupation of any Phase of the Development until the Public Open Space within that Phase has been provided in accordance with the Public Open Space Plan.
- 1.3 The Landowners shall not cause or permit the Occupation of more than 50% of the Residential Units in the Phase which includes the Play Area until the Play Area has been provided.
- 1.4 From the date of Completion of the Public Open Space (or a completed area of Public Open Space within a Phase) and the Play Area make the Public Open Space (or a completed area of Public Open Space within a Phase) and the Play Area 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 Landowners and the Council that the public shall be excluded SAVE that in any event the Landowners shall be entitled upon reasonable written notice to close the Public Open Space and or Play Area or any part thereof in the following circumstances
  - 1.4.1 for such maintenance, cleansing or repair as may be required.
- 1.5 The Public Open Space and Play Area shall be maintained by the Landowners until such time as the Management Company has been incorporated in accordance with Paragraph 4 and the Public Open Space and Play Area is transferred to the Management Company.

##### COMMUNITY WORKER CONTRIBUTION

2 The Landowners hereby covenant with the Council as set out in this Part of the Schedule 3 as follows:-

- 2.1 to pay prior to the Occupation of Residential Units the first instalment of the Community Development Contribution (namely Fifteen Thousand pounds (£15,000) (Indexed)) has been paid to the Council.

- 2.2 to pay the second instalment of the Community Development Contribution (namely Fifteen Thousand pounds (£15,000) (Indexed)) prior to the first anniversary of payment pursuant to paragraph 2.1 of this Schedule 3
- 2.3 to pay the third instalment of the Community Development Contribution (namely Fifteen Thousand pounds (£15,000) (Indexed)) prior to the second anniversary of payment pursuant to paragraph 2.1 of this Schedule 3
- 2.4 to pay the fourth instalment of the Community Development Contribution (namely, Fifteen Thousand pounds (£15,000) (Indexed)) prior to the third anniversary of payment pursuant to paragraph 2.1 of this Schedule 3.

## **Affordable Housing**

### **3 Affordable Housing**

- 3.1 The Landowners hereby covenant with the Council as set out in this Part of the Schedule 3 as follows:-
  - 3.1.1 To provide 30% of the total number of units within the Development as Affordable Housing Units. These Affordable Housing Units shall be provided in the locations shown on the Affordable Housing Plan unless otherwise agreed with the Council (such approval not to be unreasonably withheld or delayed) in writing PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT where any Phase does not include Affordable Housing Units the Landowners shall be free to construct that Phase and the Residential Units within that Phase shall be allowed to be Occupied without being subject to any of the provisions contained within this Paragraph 3 of Schedule 3.
  - 3.1.2 To ensure that the Affordable Housing Units within the Development will be integrated and compatible with the design of the Market Housing Units.
  - 3.1.3 To ensure that no more than 65% of the Market Housing Units in each Phase shall be constructed and available for Occupation prior to the transfer of at least 65% of the Affordable Housing Units in that Phase to an Affordable Housing Provider or Eligible Person (on either a freehold basis or long leasehold of at least 125 years) and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with the remaining Market Housing Units within that Phase to provide a mixed development
  - 3.1.4 Rented Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) *Design and Quality Standards (2007)* and the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council.
  - 3.1.5 The Low Cost Home Ownership Units (including Shared Ownership) shall be let to persons from the Homebuy Agent who is under contract with the Homes and

Communities Agency, or any successor body that the Homes and Communities Agency or its successor contracts with.

3.1.6 The transfer to the Affordable Housing Provider of the Affordable Housing Land shall contain the following:

- (a) a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing; and
- (b) a covenant not to dispose of any of the Affordable Housing Units other than for the purpose of providing Affordable Housing to Eligible Persons; and
- (c) a covenant requiring the 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 Rented Housing Units when initially let and all subsequent true voids, except where the Affordable Housing Provider has need to undertake a management transfer of one of its own tenants, where permission from the Council will not be unreasonably withheld.

3.1.7 The covenants set out in paragraph 3.1.6 shall not be binding or enforceable against any purchaser who purchases from the Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title.

3.1.8 Where the Landowners intend to provide management services for any Rented Units in association with an Affordable Housing Provider they shall only be used if the Affordable Housing Provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or any successor body.

3.1.9 The Affordable Housing Units shall subject to paragraph 3.1.6 only be occupied by Eligible Persons.

3.1.10 In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by an Affordable Housing Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("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 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

an amount ("the Purchase Price") to be agreed or determined in accordance with paragraph 3.1.10(c) of this Part;

(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 (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) 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 pursuant to paragraph 3.1.10(b) the Council shall accept the Offer or shall nominate a Nominee so to do then the Mortgagee and the Council (or the Nominee as the case may be) shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to Eligible Persons and in default of agreement on the Purchase Price within six weeks of the Council's notification under paragraph 3.1.10(b) the Purchase Price shall be determined by an Expert pursuant to the provisions of paragraph 14.1.13(b)

(d) any transfer to the Council or to the Nominee shall be completed within six weeks of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of this paragraph 3.1.1 of this Part ("the Completion Period")

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Council shall fail to give notice of intention to accept the offer within one month of the date of the offer; or
- if the Council shall decline the offer and fail to nominate a nominee within one month of the date of the offer; or
- if either the Council or the nominee shall at any time serve notice of intention to discontinue; or
- 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

(f) Then in any of the above circumstances the Mortgagee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 3.1.10 of this Part which shall not be binding upon 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 3.1.10 of this Part 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

3.1.11 The Affordable Housing Units provided on the Site will be monitored in order to ensure compliance with the obligations in this paragraph 3 of this Part and the Landowners will impose a covenant upon the 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 Residential Unit;
- the tenure of the Residential Unit;
- the next internal floor area of the Residential Unit;
- details of the occupiers;
- 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.

### **Management Company**

4. The Landowners hereby covenant with the Council as set out in this Part of the Schedule 3 as follows:-

4.1 No later than six (6) months after the Commencement Date 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 for the purpose of managing and maintaining the Common Parts, the SUDS and the Public Open Space; and

4.1.2 proposals for arrangements to secure the future maintenance of the Common Parts, the SUDS and the Public Open Space by the Management Company (which may include a transfer to the Management Company of the Common Parts, the, SUDS and Public Open Space to the Management Company or the granting of a long lease of the Common Parts, the SUDS and Public Open Space by the Landowners in favour of the Management Company) so as to ensure that

the Common Parts, the SUDS and the Public Open Space are properly maintained such proposals to include details of how the costs of maintaining the Common Parts, the SUDS and Public Open Space shall be met (by residents of the Residential Units or otherwise).

- 4.2 Any submission of documents or details to the Council pursuant to this Part of Schedule 3 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 Landowners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Landowners under Paragraph 4.1.1 and 4.1.2 above within six weeks 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 (provided the Landowners have supplied the details fully in accordance with the provisions of this Part of Schedule 3).
- 4.4 Forthwith after the approval by the Council of the proposed memorandum and articles of association (which approval may include such reasonable modifications as the Council considers appropriate) the Landowners shall take all necessary steps to secure the formation and registration of the Management Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within ten Working days of the completion of the registration of the Management Company.
- 4.5 Within one month of the registration of the Management Company at Companies House the Landowners shall carry out the proposals for arrangements to secure the future maintenance of the Common Parts, the SUDS and Public Open Space approved pursuant to paragraph 4.1 above and to notify the Council upon completion of such arrangements.
- 4.6 The Landowners shall repair and maintain the Common Parts the SUDS and the Public Open Space to the reasonable satisfaction of the Council until such time as the Management Company is registered.
- 4.7 The Landowners shall repair and maintain the Common Parts the SUDS and the Public Open Space to the reasonable satisfaction of the Council:
- 4.7.1 until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council have been completed and the land transferred to the Management Company and all Residential Units on the Land have been sold or leased; and
- 4.7.2 in the event of the Management Company at any time during the Perpetuity Period applicable to this Deed failing to maintain the Common Parts, SUDS and Public Open Space to the reasonable satisfaction of the Council.

- 4.8 At any time prior to the expiry of six months from the Commencement Date as defined in the Act the Landowners may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts, SUDS and Public Open Space (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 4.1 4.2 4.3 4.4 4.5 4.6 and 4.7 of Part 4 of the Schedule 3 shall apply to the extent that the Landowners shall remain responsible for the maintenance and upkeep of the Common Parts, SUDS and Public Open Space without prejudice to the generality of paragraph 4.7.2 above until such alternative arrangements (as approved by the Council) have been fully implemented.

## SUDS

- 5 The Landowners hereby covenant with the Council as set out in this Part of the Schedule 3 as follows:-

- 5.1 To design the SUDS Scheme in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national design guidance as it may become available.
- 5.2 The First Landowner shall agree in writing with the Council prior to Commencement of Development of each Phase of the Development the following:
- The extent of the SUDS Scheme necessary to serve each Phase of the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SUDS Scheme; and
  - A maintenance regime document for the SUDS Scheme to ensure its correct functioning and operation.

To ensure that the SUDS Scheme designed for the Development shall be so designed as to attenuate flows on the Site so as not to exceed the calculated greenfield run-off rate (Qbar) from the Site as agreed by the Local Planning Authority.

- 5.3 To design the SUDS Scheme to incorporate long-term volume storage in addition to the greenfield run-off rate and such long-term volume storage to be calculated based on the difference between the calculated run-off for a 1 in 100 year 6 hour event from: (i) the Site following completion of the Development; and (ii) the Site prior to Commencement of Development.
- 5.4 The First Landowner shall provide to the Council prior to Commencement of Development of any Phase the design of the SUDS Scheme serving that Phase of the Development including the provision of features necessary within the Development and without prejudice to the generality thereof (inter alia):
- (a) A hydrology report to include the anticipated frequency of flooding events for each SUDS Scheme feature serving the Development; and
  - (b) All relevant drawings and design calculations; and
  - (c) A copy of the consents and evidence referred to in paragraph 5.2 above.

together with such other information as shall be reasonably requested in respect of the SUDS Scheme serving the Development to enable the Council to be satisfied that the SUDS Scheme will be fit for purpose.

- 5.5 The First Landowner shall agree in writing with the Council prior to Commencement of Development of a Phase the designs for the SUDS Scheme for that Phase together with a programme for its construction and delivery including any part of the SUDS Scheme outside that Phase of the Development necessary for the adequate functioning of the SUDS Scheme.
- 5.6 To construct the SUDS Scheme agreed in paragraph 5.5 for each Phase of the Development in accordance with the approved design and the programme agreed in accordance with paragraph 5.5.
- 5.7 Not to Occupy any Residential Unit within a Phase of the Development unless and until the SUDS scheme for that Phase has been constructed and is ready for use in accordance with the provisions of this paragraph 5 (and not by way of limitation the programme there to before referred to in paragraph 5.5 above).
- 5.8 To maintain the SUDS Scheme in accordance with the maintenance regime to be agreed in paragraph 5.2.
- 5.9 Prior to Occupation of the Development to provide to the Council a bond ("Bond") in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for a total sum made up of: the estimated costs of constructing the approved SUDS Scheme plus 10%. The estimated cost having been prior agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed). The Bond to be issued by a clearing bank or other institution prior approved by the Council (such approval not to be unreasonably withheld or delayed) (hereinafter called "the Surety"). The Bond shall be to the effect that:

If the Landowner shall fail to perform any of the provisions herein contained in this paragraph 5 on its part to be performed or observed or shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Landowner for such non-performance or non-observance carry out complete and/or implement the SUDS Scheme and the said provisions and the Surety will pay to the Council a sum equivalent to any expenditure which the Council may incur in carrying out completing and/or implementing the SUDS Scheme and the said provisions and also any sums of money referred to in this paragraph 5 and the Council's legal costs incurred in implementing the terms of this Deed for which sum (being the sum agreed for the cost of provision of the SUDS Scheme together with 10% thereof) the Surety binds itself and its successors and assigns to the Council PROVIDED THAT the Council shall not in any event enter the Site and carry out any works pursuant to this clause without first having given prior notification of its intention to do so to the Landowners which notice shall include a detailed description of the alleged failure of the Landowners to perform its obligations pursuant to this paragraph 5 and given the Landowners a reasonable time in which time to respond to the alleged breach and to carry out such works as may be necessary to remedy that breach should they be required.

- 5.10 Such SUDS Scheme Bond shall be provided prior to Occupation of any Residential Unit within the Development and it shall remain in force until the SUDS Scheme has been completed to the satisfaction of the Council and a further period of 12 months from the date of such completion has expired PROVIDED THAT upon receipt of confirmation from the Council that the SUDS Scheme has been completed to its satisfaction the Bond shall be reduced by 90%.

#### **S106 MONITORING FEE**

- 6 The First Landowner covenants not to commence the Development until they have paid or caused to be paid to the Council the 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 S106 obligations

## SCHEDULE 4

### **The Landowners' Covenants with the County Council**

The Landowners hereby covenant with the County Council as set out in this Schedule 4 as follows:

#### **Highway Works**

##### **Positive Covenants**

- 1.1 To enter into a Highways Agreement for the Eagle Avenue Works prior to first Occupation of any Residential Unit.
- 1.2 To carry out the Eagle Avenue Works to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate prior to the Occupation of 100 Residential Units.
- 1.3 To enter into a Highways Agreement with the County Council and carry out to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate the Lovedean Lane/Milton Road Roundabout Works prior to Commencement of the construction of the first Residential Unit.

##### **Negative Covenants**

- 2.1 Not to Occupy any Residential Unit unless the Landowners have entered into a Highways Agreement with the County Council for the Eagle Avenue Works.
- 2.2 Not to Occupy more than 100 Residential Units unless the Landowners have completed the Eagle Avenue Works to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate.
- 2.3 Not to Commence construction of any Residential Unit unless the Landowners have entered into a Highways Agreement with the County Council for the Lovedean Lane/Milton Road Roundabout Works and completed the Lovedean Lane/Milton Road Roundabout Works to written satisfaction of the County Council as evidenced by the issue of a Completion Certificate.

#### **Travel Plans**

- 3.1 That the Landowners will not Occupy nor permit Occupation of any Residential Unit on the Site or any part thereof unless and until the Landowners have prepared and secured the written approval of the County Council to a Travel Plan and have thereafter implemented and complied with the approved Travel Plan in accordance with the requirements and timetable of the approved Travel Plan.
- 3.2 That the First Landowner will within 10 working days of the approval of the Travel Plan pay the Travel Plan Approval Fee to the County Council being the cost to the County Council in advising on approval of the Travel Plan.
- 3.3 That the Landowners will pay to the County Council on the date of Occupation of the first Dwelling on the Site and on the date of each of the four successive annual

anniversaries of that date the sum of £3000 per annum being the cost to the County Council (as highway authority) of monitoring the Travel Plan and which will together constitute the Travel Plan Monitoring Fee.

- 3.4 That the Landowners will not permit Occupation of the Development until the Landowners have provided to the County Council the Travel Plan Bond to the effect that if in the opinion of the County Council acting reasonably the Landowners unreasonably fail at any time within five years of Occupation of the Site to deliver the agreed measures/targets and/or comply with any/all of the measures/targets contained within the Framework Travel Plan or the Travel Plan the Surety shall pay to the County Council on demand such sum as may be certified by the Director of Economy, Transport and Environment of the County Council to be required up to the amount of the Travel Plan Bond in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Framework Travel Plan or the Travel Plan or such alternative measures as that Director in his absolute discretion determines will achieve the overall aims of the Framework Travel Plan or the Travel Plan or such alternatives measures as the Director in his absolute discretion determines will at no greater cost to the Owner achieve the overall aims of the Framework Travel Plan or the Travel Plan PROVIDED THAT the County Council shall not in any event make such a demand of the Surety pursuant to this clause without first having given prior notification of its intention to do so to the Landowners which notice shall include a detailed description of the alleged failure of the Landowners to perform its obligations pursuant to this paragraph 3 and given the Landowners a reasonable time in which time to respond to the alleged failure and to carry out such actions as may be necessary to remedy that failure should they be required.
- 3.5 Without prejudice to the approved Travel Plan the Landowners shall not Occupy nor permit Occupation of the Site (or any part thereof) unless and until the Landowners have appointed a Travel Plan Co-ordinator for the whole of the Site to implement the approved Travel Plan and have notified the County Council in writing of such appointment.
- 3.6 That if the Landowners or the Landowners' successors in title Occupy the Site or any part thereof it or they will implement the approved Travel Plan relating to the Site or such part of the Site to be Occupied and shall use reasonable endeavours to achieve the targets set therein.
- 3.7 That the Landowners will in relation to the Site include in any tenants lease or occupier's license of any part or parts of the Site a covenant that the tenant or occupier will implement the approved Travel Plan in respect of such part or parts of the Site and further that the Landowners will use reasonable endeavours to enforce such obligations against any such tenant or occupier
- 3.8 That within 20 working days of the letting of the Site or any part or parts thereof the Landowners will procure the delivery to the County Council of a notice giving the following details:
- (i) the name and address of the tenant;
  - (ii) a description of the premises demised;
  - (iii) the length of the term; and

- (iv) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the approved Travel Plan.

#### **Highway Improvement Contribution**

- 4.1 The Landowners shall pay the Highway Improvements Contribution to the County Council prior to the Occupation of the Development.
- 4.2 The Landowners covenant not to Occupy the Development unless the Highway Improvements Contribution has been paid to the County Council.

## **SCHEDULE 5**

### **Council's Covenants**

#### **Repayment of contributions**

- 1 The Council hereby covenants with the Landowners to use all sums received from the Landowners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Landowners and the Council shall agree.
- 2 The Council shall provide to the Landowners such evidence, as the Landowners shall reasonably require in order to confirm the expenditure of the sums paid by the Landowners under this Deed and shall repay any sum to the party that paid it if such a sum (together with interest thereon calculated in accordance with Section 32 Land Compensation Act 1961 rate from time to time for the period from the date of payment to the date of refund) has not been used for its intended purpose (as specified in this Schedule 3) within 5 years of receipt by the Council.

#### **Use of Community Worker Contribution**

- 3 The Council shall use the Community Worker Contribution to employ a Community Development Worker whose functions shall be to assist in the establishment of a successful and cohesive local community within the Site and to promote integration with existing communities within the vicinity of the Site and the Wecock Area unless otherwise agreed and provided that the appointment of the Community Development Worker shall be undertaken in consultation with the Landowners and the Landowners shall be provided with copies of the CVs of the applicants and shall be entitled to attend the interviews with the applicants and an offer of employment shall be subject to the reasonable approval of the Landowners.

#### **Discharge of obligations**

- 4 At the written request of the Landowners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

## SCHEDULE 6

### County Council's Covenants

- 1 The County Council hereby covenants with the Landowners to use all sums received from the Landowners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Landowners and the County Council shall agree.
- 2 The County Council covenants with the Landowners that it will pay to the Landowners such amount of any payment made by the Landowners to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within 10 years of the date of receipt by the County Council of any payment together with interest thereon calculated in accordance with Section 32 Land Compensation Act 1961 rate from time to time for the period from the date of payment to the date of refund.
- 3 The County Council shall provide to the Landowners such evidence, as the Landowners shall reasonably request in writing to confirm the expenditure by the County Council of the sums paid by the Landowners under this Deed.

SCHEDULE 7  
Framework Travel Plan



## Woodcroft Farm, Havant

### Framework Travel Plan

On behalf of

**grainger**

Project Ref: 21834/021 | Rev: AA | Date: April 2013

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## Document Control Sheet

Project Name: Woodcroft Farm, Havant

Project Ref: 21834/021

Report Title: Framework Travel Plan

Doc Ref: R001/rev01

Date: July 2013

|                                                 | Name           | Position        | Signature | Date      |
|-------------------------------------------------|----------------|-----------------|-----------|-----------|
| Prepared by:                                    | Adam Coleman   | Senior Engineer |           | July 2013 |
| Reviewed by:                                    | Dan Townsend   | Engineer        |           | July 2013 |
| Approved by:                                    | Sarah Matthews | Director        |           | July 2013 |
| For and on behalf of Peter Brett Associates LLP |                |                 |           |           |

| Revision | Date | Description | Prepared | Reviewed | Approved |
|----------|------|-------------|----------|----------|----------|
|          |      |             |          |          |          |
|          |      |             |          |          |          |

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# 1 Introduction

## 1.1 Context

- 1.1.1 This Framework Travel Plan has been prepared by Peter Brett Associates LLP (PBA) on behalf of Grainger plc to support of the planning application for the development of 293 residential units at Woodcroft Farm, Havant, Hampshire. The existing Farmhouse will be retained.
- 1.1.2 A Transport Assessment (TA) has also been prepared which identifies a supporting transport mitigation package, which includes a Travel Plan. This report sets out the details for the preparation, management, and review of a Travel Plan.
- 1.1.3 A Framework Travel Plan is being provided at this stage as the end users (future residents) are not yet known. However, it still contains detail on future targets and has the same aims and structure as a full Residential Travel Plan (RTP), but with less detail on how these measures will be implemented.
- 1.1.4 The purpose of this FTP is to reduce the quantum of single occupancy private car trips associated with the residential development through the implementation and management of key measures and strategies. This document constitutes the first issue and framework for the full TP document that will be regularly reviewed and updated as part of a commitment to ensuring that traffic impact from the development is minimised.
- 1.1.5 This FTP sets out a holistic, yet financially appropriate package of measures designed to reduce single occupancy car use associated with the proposed Woodcroft Farm Development. The identified package seeks to reduce the need to travel and encourage, where possible and practical, alternative forms of transport. All these measures will be integrated into the design, marketing, and occupation phases of the site. The RTP will also assist in minimising localised levels of traffic congestion and improving the environmental quality of the area, in line with local and national policy objectives. Therefore, the broad aims and objectives of the FTP are to:
- Reduce reliance on the private car, with a long-term strategy of mode shift away from single occupancy private car trips associated with residents;
  - Build upon good urban design principles that maximise the permeability of the development for promoting alternative sustainable modes of travel such as walking, cycling, public transport use and car-sharing amongst residents;
  - Reduce costly road traffic congestion and further damage to the environment in the context of sustainable development which is consistent with Government policy; and
  - Promote healthy lifestyles and sustainable, vibrant local communities; and
  - Develop an on-going management co-ordination process which will monitor and review changes towards achieving modal shift.

## 1.2 Key Principles

- 1.2.1 The FTP aims to provide benefits both for the residents of the scheme and also for the wider community surrounding the development. The approach of the FTP is to identify appropriate demand management measures to influence travel behaviour associated with the development site from first occupation. Since the site is currently at the pre-development stage, it is essential that a staged approach of measures and strategies are implemented over time to suit the development build-out and as the level of travel demand increases. This will

lead to an effective use of resources and enable measures to be reviewed and adapted when necessary.

### 1.3 Status of the FTP

- 1.3.1. It is envisaged that this FTP will be a 'living' document that is consistently monitored, reviewed and revised where necessary.
- 1.3.2. It is widely recognised that FTPs prepared in advance of the occupation of a site can only offer an overall strategy for the adoption of sustainable transport measures. Once a site has sufficient occupancy, then the users must have the opportunity to develop the FTP to a full RTP to reflect their specific needs, whilst meeting the key objectives and planning commitments.
- 1.3.3. This is particularly an issue for residential developments, where it can be problematic to maintain momentum and achieve "ownership" over a long time period. The proposed approach embeds measures from the outset, through good physical infrastructure and plans for management and monitoring, as discussed and outlined in this FTP.

### 1.4 Travel Plan Structure

- 1.4.1 The structure of this Travel Plan is as follows:
  - **Section 2 – Guidance:** This section provides detail on the requirement and need for Residential Travel Plans and the benefits that they provide;
  - **Section 3 – Development Proposal:** Information is provided on the development proposal;
  - **Section 4 – Walking & Cycling:** Measures to encourage walking and cycling are identified;
  - **Section 5 – Public Transport:** Measures to encourage and make public transport use appealing and accessible are discussed;
  - **Section 6 – Additional Travel Plan Measures:** Other measures of the Travel Plan are discussed, along with detail on how it will be managed;
  - **Section 7 – Aims, Objectives & Targets:** This section outlines the aims and objectives of the plan and establishes targets for modal shift;
  - **Section 8 – Monitoring & Review:** The proposed monitoring and review process is discussed;

## 2 Guidance

### 2.1 Travel Plan Guidance

2.1.1 This Travel Plan has been written with reference to the following documents:

- HCC Guidance: 'Measures to be included in a Residential Travel Plan'; and
- The Department for Transport Guidance 'Making Residential Travel Plans Work'.

2.1.2 The Travel Plan pages of the HCC website acknowledges that:

*"Residential travel plans will take a different form to those for standard employment sites and are likely to achieve the greatest impacts in larger scale development (i.e. over 100 dwellings) although a range of measures will still be required for smaller scale developments. The main objectives of a residential travel plan are to:*

- Address residents' need for access to a full range of facilities and activities;
- Reduce the traffic generated by the development;
- Encourage good design principles and support the local community

*The inclusion of travel planning principles at an early stage can also provide an opportunity to make a fundamental shift towards the provision of streets for people and social activity rather than purely a means of car access to properties."*

### 2.2 Making Residential Travel Plans Work

2.2.1 The Department for Transport Document 'Making Residential Travel Plans Work' describes the challenge for the transport system, based on demand from the building of new homes. As a result, minimising the impact on the transport system is a key challenge. The guidance states that development needs to:

2.2.2 Take a sustainable design approach which will enable:

- good access to local services
- high quality open areas to encourage walking, cycling, and recreational use of public space
- access to public transport

2.2.3 Provide real incentives so that individuals benefit from changing their travel behaviour and sustain these changes long term

2.2.4 The document also identifies 'Smarter Choices' as an effective tool in reducing traffic and improving accessibility in residential areas. These can include car clubs, car sharing schemes, travel awareness campaigns and measures to reduce the need to travel, such as promoting home-working.

2.2.5 The document also discusses the 'Travel Plan Pyramid', which is shown below



Travel Plan Pyramid

- 2.2.6 The Pyramid helps to demonstrate the importance of both hard measures – “such as new bus stops and cycle ways”, and soft measures – “such as discounts on season tickets and help with individual journey planning” in reducing the dependence on car use, particularly SOV trips and encouraging sustainable modes of transport.

### 3 Development Proposal

- 3.1.1 The proposed development comprises of 293 dwellings plus the existing Farmhouse and facilitates the relocation of the Woodcroft Primary School playing field
- 3.1.2 There are 204 new private units and 89 affordable units (30%) proposed, plus the retention of the existing Farmhouse. A summary of the schedule of accommodation is provided below:
- One Bedroom units – 6;
  - Two Bedroom units – 115 (59 affordable);
  - Three Bedroom – 132 (26 affordable); and
  - Four Bedroom – 40 (4 affordable).
- 3.1.3 The site is identified as a Strategic Site within Havant Borough Council's Adopted Core Strategy for the development of up to 340 homes.
- 3.1.4 Detail on the existing travel characteristics of the surrounding area and the proposed measures is provided in the following chapters.

## 4 Walking and Cycling

### 4.1 Local Conditions

- 4.1.1 Walking and cycling play an important role in healthy and active lifestyles, and if convenient and safe links are available, there is a significant opportunity to promote these modes, potentially reducing the impact of the proposed redevelopment to the local highway network.
- 4.1.2 There is a short length of cycle lane to the south of Kite Close/Eagle Avenue, but there are no other cycle lanes in the immediate site area. The local roads are of residential nature, therefore relatively quiet and low speed, therefore on-road cycling conditions are good.
- 4.1.3 Within the wider area, there are cycle lanes along the length of the A3, providing access into Waterlooville town centre and onwards to the Purbrook and Widley settlements and beyond. Access to these routes are available via quiet routes along residential routes such as Longwood Avenue and Durlay Avenue. There is also a cycle lane provided to the south of Milton Road offering both westbound and southbound access, connecting the site to the Elettra Avenue industrial area and Waterlooville leisure centre to the west of Hambledon Road and to Waterlooville town centre to the south.
- 4.1.4 All the local roads have footways, which provide access across the Wecock and Cowplain residential areas and on to the A3 London Road and Waterlooville town centre.

### 4.2 Development Proposal & Enhancement

- 4.2.1 The design of the site layout has been developed to encourage pedestrian and cycle trips across the site, with the following provided:
- A permeable layout provided throughout the proposed redevelopment for pedestrians and cyclists, including shared pedestrian and cycleways along the eastern side of the main access road from Eagle Avenue and along the southern boundary of the site;
  - Both of the shared pedestrian and cycleways provide connection to Woodcroft Primary School, with a raised crossing across the access road further improving connection to the school;
  - On-site streets and junctions designed to the standards outlined in the Department for Transport's Manual for Streets, to limit the dominance of the car;
  - The design of a high density compact development which enables enhanced public transport to be delivered effectively and reduce residents' reliance on the private car;
  - Street design to restrict vehicular speeds to 20mph or less (to reduce the attractiveness of the car), with walking and cycling on-site linked to existing routes
  - Provision of green space for social exchange and recreation;
- 4.2.2 Furthermore, each of the properties is provided with long and short stay parking in accordance with Havant Borough Council's design standards. The long stay parking will be secure, provided within either garages, sheds or cycle storage units, with the short stay loops being provided via accessible loops, providing easy access for visitors.
- 4.2.3 As well as the 'Hard' measures identified above, the Travel Plan will provide the following 'Soft' measures:

- Provide a map illustrating walking and cycling routes and journey times to key destinations as part of a 'Household Welcome Pack'
- Raise awareness of the health benefits of walking and cycling through leaflets and annual events.
- Arrange events to promote walking and cycling, such as a 'Walk To Work Day' and 'Bike Week'.
- Encourage residents to register with the Walk-BUDi and Bike-BUDi schemes which provide a national travel database of registered users wishing to find someone to share daily journeys to work with. Links will be provided to the websites in the e-newsletter.
- Set up a Bicycle Users Group which will hold 4 meetings per year over the development build-out period.

## 5 Public Transport

### 5.1 Local Conditions

- 5.1.1 A summary of the local bus routes that currently serve the local area is provided within Table 5.1.

Table 5.1: Local Bus Services

| Route Number | Nearest Stop    | Route Description                                        | Service Frequency (mins)            |                 |                      |
|--------------|-----------------|----------------------------------------------------------|-------------------------------------|-----------------|----------------------|
|              |                 |                                                          | Weekday Peak                        | Weekday Daytime | Weekend              |
| 39           | Eagle Avenue    | Wecock Farm – Waterlooville – Havant                     | 10                                  | 10              | 10 (Sat)<br>60 (Sun) |
| 7            |                 | Wecock Farm – Waterlooville – Hilsea – Southsea          | 10                                  | 10              | 10 (Sat)<br>20 (Sun) |
| X40          |                 | Wecock – Southsea                                        | School Service – 2 morning services |                 | -                    |
| 300          |                 | Denmead – Emsworth – Chichester                          | 2 buses per day                     |                 | -                    |
| X9           | Sunnymead Drive | Portsmouth – Cosham – Waterlooville – Hambledon          | 60                                  | 60              | 60 (Sat)             |
| 37           | Cowplain Shops  | Liss – Petersfield – Clanfield – Waterlooville – Havant  | 60                                  | 60              | 60 (Sat)             |
| 8            |                 | Portsmouth – Hilsea – Cosham – Waterlooville – Clanfield | 15                                  | 15              | 15 (Sat)             |

- 5.1.2 The table above shows that there is a good level of bus services operating along Eagle Avenue, with route numbers 7 and 39 providing frequent services to Southsea and Havant respectively, with both services running through Waterlooville.
- 5.1.3 There are additional bus services operating via Sunnymead Drive and Cowplain Shops/London Road, although the nearest stops for these services are further away, a walking distance of approximately 1.5 kilometres (15 minutes)
- 5.1.4 These local bus services also provide connection to Havant and Cosham Railway Stations that provide a good level of service to key destinations such as London Waterloo and Gatwick Airport

## 5.2 Development Proposal & Enhancement

- 5.2.1 The frequency of bus services 7 and 39 that operate along Eagle Avenue has recently been improved from 15 minutes to 10 minutes. The proposed development and additional patronage levels will help support the long term viability of these services.
- 5.2.2 The main site access road has been designed to accommodate bus services, should one of the local bus operators wish to divert into the site.
- 5.2.3 As well as the 'Hard' measures identified above, the Travel Plan will provide the following 'Soft' measures:
- Provision of bus route maps and timetable information as part of the 'Household Welcome Pack';
  - Promotion of the benefits of public transport through literature
  - Arrange events to promote public transport such as 'In Town Without My Car' day.

## 6 Additional Travel Plan Measures

### 6.1 Travel Plan Co-ordinator

- 6.1.1 The appointment or nomination of a Residential Travel Plan Co-ordinator is central to the successful implementation and management of the RTP. The Residential Travel Plan Co-ordinator will act as the promoter of the components of the RTP to secure its implementation, as well as being the key contact point for the residents and other people who use the site.
- 6.1.2 During the pre-occupation stage of the development, a suitable Residential Travel Plan Co-ordinator will be appointed. This person will be appointed / nominated and funded by The Developer, with the service provided by either a member of their staff or by consultants on behalf of the Developer.
- 6.1.3 The key responsibilities undertaken by the Residential Travel Plan Co-ordinator are set out below, acknowledging that these will be reviewed / amended on a regular basis:
- Leading on the delivery of the RTP once approved by the authorities
  - Co-ordinating the necessary data collection to develop the 'Household Welcome Pack' for all residential dwellings, containing: maps of local walking and cycling facilities in the area, public transport timetables; contact details for local bus and taxi companies, contact details for local authority travel-based initiatives and promotions, and information about all local facilities in the area;
  - Representing the 'human face' of the RTP, such as liaison with future residents' steering groups (once set up) / community trust;
  - Facilitating the 'smarter choices' campaign by providing personalised travel planning tailored to residents' needs by visiting each individual resident / dwelling;
  - Promoting the individual measures and packages;
  - Liaising with Hampshire County Council's Public Transport Team;
  - Liaising with Hampshire County Council over monitoring and reviews of the RTP, and to help assess progress towards achieving mode-shift away from car use (discussed in more detail in the next chapter);
  - Providing an information leaflet containing links to key websites promoting sustainable transport options and home shopping, and providing information and advice on local travel issues when requested;
  - Providing a focal point for the residents for community-based travel issues.

## 6.2 Travel Plan Pack

6.2.1 New residents will be supplied with a Travel Plan Pack that will introduce them to the local neighbourhood and associated facilities. This will include:

- Public Transport Information: timetables, bus stops, routes, and facilities at local rail stations;
- Maps of local cycle routes;
- Detail on any local home delivery services;
- Useful travel related websites, such as local public transport operators (bus and rail), local cycle groups, National Rail Enquiries, Car Clubs, Car Sharing ([liftshare.com](http://liftshare.com));
- Key contact information, such as the TPC and local public transport operators and Council contacts;
- Detail on the sites Travel Plan Forum and other local groups;
- Promotion of School schemes, such as Walk to School groups, breakfast clubs, after-school clubs, etc.

## **7 Aims, Objectives & Targets**

### **7.1 Aims**

7.1.1 The key aims of this Residential Travel Plan are to:

- Minimise the transport related impact of the development;
- Reduce the need to travel;
- Encourage the use of sustainable modes of travel such as walking, cycling and public transport over trips by private car, particularly SOV trips.

7.1.2 The travel plan recognises the importance of focussing on commuter and school related trips as these account for a high proportion of the total number of trips made during the peak periods and therefore offer the best opportunity for reducing the number and length of car borne journeys by residents of the development, especially considering the close location of Woodcroft Primary School.

### **7.2 Objectives**

7.2.1 The main objectives of the Travel Plan are to:

- Reduce the length and numbers of trips made by residents, especially focussing on the reduction of SOV trips;
- Maximise the use of sustainable travel modes: walking, cycling, public transport and car sharing.
- Reduce the need for or total length of trips through, for example, the promotion of home-working and local facilities;
- Contribute towards local and national policy aims and aspirations with respect to sustainability and sustainable travel.

7.3 Targets

- 7.3.1 The overall target of the Travel Plan will be to ensure that the level of car trips that are generated by the proposed development do not exceed the levels forecast within the Transport Assessment:

| Peak           | Arrival | Departure | Total |
|----------------|---------|-----------|-------|
| AM (0800-0900) | 30      | 103       | 133   |
| PM (1700-1800) | 79      | 46        | 125   |

- 7.3.2 The trip generation rates were derived from the TRICS database and based on rates from residential developments with similar characteristics to the development proposal. However, none of the sites that were used to derive the rates had travel plans in place and therefore a 10% reduction was applied.
- 7.3.3 Therefore, in real terms, the travel plan aims to result in a 10% modal shift away from car trips.
- 7.3.4 The rates in the table above are based on the full 294 development and therefore during survey periods prior to full occupation, the trip generation rates will need to be factored accordingly.

## 8 Monitoring & Review

### 8.1 Background

- 8.1.1 The life of the travel plan and the monitoring process and methodology will need to be agreed with the County Council. This section provides detail on the suggested approach.

### 8.2 Monitoring Process

- 8.2.1 As stated in the Department for Transport's Residential Travel Plan guidance, monitoring of the targets should begin after sufficient occupation of the development.
- 8.2.2 The TPC will arrange the initial full multi-modal travel survey to be undertaken for the proposed redevelopment once the trigger point of 75-100 units have been built and occupied (estimated to be the end of 2016).
- 8.2.3 A full multi-modal travel survey will then be undertaken in year three, with a final monitoring survey undertaken in year five (2019/2020).
- 8.2.4 The specification of the multi-modal surveys will be agreed within Hampshire County Council prior to them being undertaken.
- 8.2.5 It is suggested that the surveys will comprise of the following components:
- Management questionnaire to identify site-specific details (to be completed by The Developer);
  - Classified vehicle counts for every 15 minute time period undertaken at the vehicular access;
  - Pedestrian counts at the pedestrian access points into the site; and
  - Resident travel surveys and travel diaries.
- 8.2.6 The findings of the monitoring and progress towards the target mode shift will be reported by the Travel Plan Co-ordinator to Hampshire County Council. In addition, the findings will be reported back to the residents via appropriate forms and dissemination methods, such as community e-newsletters. In addition, the Travel Plan Co-ordinator will regularly review and adapt the RTP over time, with the introduction of new measures and packages to deliver on-going changes in travel behaviour.

### 8.3 Ownership and Handover

- 8.3.1 The exact duration of the Residential Travel Plan Co-ordinator's role will be agreed as part of the Section 106 Agreement between The Developer and Hampshire County Council.
- 8.3.2 In the short term, the ownership of the RTP lies with the Travel Plan Co-ordinator and The Developer until the end of 2020.
- 8.3.3 If the target mode shift is achieved within the time period, then The Developer funded Residential Travel Plan Co-ordinator's role will be complete at the end of the period. An agreed mechanism will be put forward for the successful handover of responsibility from the Residential Travel Plan Co-ordinator to a future Community Steering Group comprising local residents or Community Trust to continue the Residential Travel Plan and Co-ordinator role.

## SCHEDULE 8

### The Employment and Skills Plan

- 1.1 The First Landowner covenants with the Council in respect of each Phase:
  - 1.1.1 Prior to Commencement of the Development on a Phase to submit to the Council for written approval the Employment and Skills Plan for that Phase and not to Commence the Development on that Phase or permit Commencement on that Phase until an Employment and Skills Plan for that Phase has been approved by the Council.
- 1.2 The Landowners covenant with the Council in respect of each Phase:
  - 1.2.1 the Employment and Skills Plan for a Phase shall include arrangements setting out how the Landowner of that Phase and to the extent they are not the same person any developer or occupier of that Phase and their contractors will seek to work directly with local employment/training agencies including but not limited to:
    - 1.2.1.1 Jobcentre Plus and the Skills Funding Agency; and
    - 1.2.1.2 Voluntary and private sectors providers of training and employment support services; and
    - 1.2.1.3 Sixth form colleges; colleges of further education and universities.
  - 1.2.2 The Employment and Skills Plan for a Phase shall specify the opportunities for training and other initiatives in respect of the skills required by the landowner/developer of that Phase, their contractors and (if known) future occupiers, opportunities for any new jobs, and business opportunities created by that Phase of the Development.
  - 1.2.3 Following the later of the approval of the Employment and Skills Plan for a Phase by the Council and the Commencement of Development on that Phase the Landowners will promote the objectives of the approved Employment and Skills Plan for that Phase and use reasonable endeavours to ensure that so far as is reasonably practicable the objectives of the plan are met.

## ANNEX 1

Site:-

Developer:-

Reference:-

This document forms the developer's response to sections ..... of the Section 106 Agreement between ..... and .....

dated:-

### CONTENTS

#### 1. Introduction

Section 106 of the Town and Country Planning Act obliges developers to agree an Employment and Skills Management Plan ('plan') with the planning authority (Havant Borough Council).

This plan meets that obligation, showing how skill levels within the local labour market will be developed both during the construction phase and eventual occupation of the building.

#### 2. Development

This development will consist of:

(briefly describe the development here – location, what is being constructed, length of construction and start date, what the building(s) will be used for once completed)

#### 3. Objectives

The objectives of this plan are to:

- demonstrate the use of local labour from within the developer's project team and within the company
- where economically and practically feasible, procure goods and services from local contractors, sub-contractors and suppliers to support the employment of the local community.
- demonstrate the recruitment and training opportunities within the contractor's company
- provide opportunities for local residents to access jobs created during the construction phase of the development and subsequent occupation
- reduce economic inactivity in the local area, and
- support the development of skills within the local community.

Securing training and local employment through section 106 agreements

#### 4. Delivery - Construction Phase

[insert here how the objectives in 3. above will be delivered during the construction of the building(s) using the sub-headings below]

Labour

Procurement of goods and services

Recruitment and training of staff

Supporting the development of skills within subcontractors

Providing opportunities for local residents

Mechanisms and routes

(e.g. how relationships with local schools and FE colleges will be developed to support delivery; links with E2E (entry to employment) or other programmes targeted at NEET (not in education, employment or training) young people, how unemployed adults can access training and work experience)

Please complete the training template at the end of this document with details of the opportunities that will be created.

#### 5. Delivery - End User/Occupation Phase

(describe here how the objectives in 3. above will be delivered after construction has finished and the building is in use using the sub-headings below)

Training and development opportunities

Work experience

Personnel and recruitment strategy

Contact details

Please include here telephone, email, address details for the developer's project team.

#### 6. Appendix - Agencies Used

Please list the employment agencies used to recruit people to work on this development. You may wish to distinguish between local and national agencies, and specify the skills recruiting for.

#### 7. Training Template

Please include here details of planned training opportunities that will support this development. This could include courses for existing staff and planned programmes that will support recruitment of local people.



| EMPLOYMENT AND SKILLS MATRIX : DEVELOPMENT              |                                 |                                             |                      |                          | UPDATED   |       |
|---------------------------------------------------------|---------------------------------|---------------------------------------------|----------------------|--------------------------|-----------|-------|
| BUILD VALUE:                                            |                                 | START DATE:                                 |                      | END DATE:                |           |       |
| Category                                                | NSAFC<br>– CBA<br>Bench<br>mark | Activity                                    | No. of<br>Peopl<br>e | Sup<br>er-<br>visio<br>n | Date<br>s | Notes |
| 3 University<br>Research<br>Project                     |                                 |                                             |                      |                          |           |       |
| 4 Work Experien<br>14 – 16 yrs                          |                                 |                                             |                      |                          |           |       |
| 5 Work Experien<br>16 + yrs                             |                                 | Unemployed<br>adults                        |                      |                          |           |       |
|                                                         |                                 | 18 -19 yr old<br>NEETS                      |                      |                          |           |       |
|                                                         |                                 | 16 -17 yr old<br>NEETS                      |                      |                          |           |       |
|                                                         |                                 |                                             |                      |                          |           |       |
| 6 Apprentices                                           |                                 | Apprentice Portfolio<br>Support in Partners |                      |                          |           |       |
| 7 Apprentices<br>– Project<br>Initiated                 |                                 |                                             |                      |                          |           |       |
| 8 Health and<br>Safety Tests                            |                                 |                                             |                      |                          |           |       |
| 9 National<br>Qualifications                            |                                 |                                             |                      |                          |           |       |
| 10<br>Construction<br>Skills<br>Certification<br>Scheme |                                 |                                             |                      |                          |           |       |

|                                |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|
| (CSCS) Cards                   |  |  |  |  |  |  |
| 11 Short Courses               |  |  |  |  |  |  |
| 2 Progression in to Employment |  |  |  |  |  |  |

**INDICATIVE PROGRAM OF WORK EXPERIENCE FOR UNEMPLOYED ADULTS AND/OR NEETS<sub>e</sub>**

| Day 1                                  | Day 2                              | Day 3                         | Day 4                           |
|----------------------------------------|------------------------------------|-------------------------------|---------------------------------|
| Arrive on site                         | Practical/Site layout activity day | Practical day                 | Vocational Skills Certification |
| Site safety induction and tour on site |                                    | Register with a labour agency | Questions and answers           |
| Questions and answers                  |                                    |                               |                                 |
| Vocational Skills certification        |                                    |                               | Closedown                       |

## NOTES:

Handwritten notes in cursive script, mostly illegible due to fading and bleed-through. The notes are organized into several paragraphs, with some lines starting with "I have" and others with "The". The handwriting is dense and fills most of the page.

## SCHEDULE 9

### Covenants between the First and Second Landowners

- 1 The First Landowner hereby covenants with the Second Landowner:
  - (i) To enter into the Permissive Route Agreement on the date hereof and to provide at its own expense the Permissive Route to the satisfaction of the Second Landowner prior to the making of the Extinguishment Order, and
  - (ii) To apply to the Council for an Extinguishment Order for the Existing Bridleway Route no later than 6 weeks after the date of this Deed and to use reasonable endeavours to procure that the Extinguishment Order is made and thereafter confirmed as soon as reasonably practicable.
- 2 That in the event that the covenants contained in paragraph 1 above have not been complied with prior to the date that the First Landowner disposes of its interest in the Land that it shall procure that simultaneously with such disposal that the purchaser shall enter into a direct covenant with the Second Landowner to observe and perform the covenants set out on paragraph 1 above.
- 3 The First Landowner and the Second Landowner hereby shall apply to the Land Registry for entry on the register of the title of a Restriction SH22132 in the form of standard form L in Schedule 4 of the Land Registration Rules 2003, namely:

"No disposition of or in respect of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this Restriction, in respect of the registered estate, is to be registered without a certificate signed by Hampshire County Council of the Castle Winchester Hampshire SO23 8UJ, (or such other address as may from time to time be notified by Hampshire County Council to the Land Registry), or, as the case may be, the successors of Hampshire County Council to or in respect of the highway undertaking, in whole or part, of Hampshire County Council, or, in either case their conveyancer, to the effect that the provisions of Schedule 9 of an agreement dated [ ], pursuant to s.106 Town and County Planning Act 1990, and made between Hampshire County Council of the one part and Havant Borough Council of the second part and Derwent Developments Limited of the third part have been complied with or that they do not apply to the disposition

## SCHEDULE 10

### **Covenants to the Council and the County Council**

The Landowners covenant with the Council and the County Council as follows:

#### Highways Works

- 1.1 The Landowners hereby covenant with the Council and the County Council to carry out the Highway Works as defined in Schedule 4 and in accordance with the provisions of Schedule 4.

#### Public Right of Way

- 2.1 The First Landowner and (in relation to sub clause 2.1.1, only) the Second Landowner hereby covenant with the Council and the County Council as set out in this Part 2 of Schedule 10 as follows:-

2.1.1. Not to permanently close or stop up the Existing Bridleway Route until an Extinguishment Order for the Existing Bridleway Route has come into effect and any such works required pursuant to that Order to bring such an extinguishment into effect have been carried out and the Permissive Route Agreement has been entered into by the First Landowner with the County Council and the Permissive Route has been provided and made available for use by the First Landowner in accordance with clause 2.1.1 above;

2.1.2 Not to Commence Development unless the Extinguishment Order for the Existing Bridleway Route has come into effect and the Permissive Route has been provided;

2.1.3 If required to do so by the County Council at their own expense to enter into an agreement for the dedication of the route of the New Bridleway and the Restricted Byway Extension as Public Rights of Way;

2.1.4 Prior to the Commencement of Development of Phase 1 submit to the Council and the County Council for approval proposals for the specification of the New Bridleway and the Restricted Byway Extension which shall be in accordance with the Public Right of Way Plan unless otherwise agreed with the Council and the County Council in writing (such approval not to be unreasonably withheld or delayed);

2.1.5 Prior to the Occupation of any Residential Units that is not within Phase 1 or no later than 3 years after the date of Commencement of Development (whichever is earlier) at their own expense to provide the New Bridleway and the Restricted Byway Extension in accordance with the details approved pursuant to

paragraph 2.1.4 and to the written satisfaction of the County Council and in the event that neither:

2.1.5.1 an agreement for the dedication of the New Bridleway and the Restricted Byway Extension pursuant to paragraph 2.1.3 has been entered into; nor

2.1.5.2 an order has been made which has the effect of confirming the New Bridleway and Restricted Byway Extension as Public Rights of Way

then the First Landowner shall dedicate the New Bridleway and Restricted Byway Extension as Public Rights of Way;.

2.1.6 Not to Occupy more than 50% of the Residential Units on Phase 1 unless the New Bridleway and the Restricted Byway Extension have been provided and dedicated in accordance with 2.1.5 above;

2.1.7 That the New Bridleway and Restricted Byway Extension shall upon their completion to the written satisfaction of the County Council be made available for use by the public as a Bridleway and a Restricted Byway;

2.1.8 Not to use or develop the New Bridleway and the Restricted Byway Extension as anything other than a Bridleway or Restricted Byway and not to obstruct the New Bridleway or Restricted Byway Extension or hinder public use or access in any way;

2.1.9 To maintain the New Bridleway and the Restricted Byway Extension for a period of 12 months from the date on which the County Council confirm in writing that they have been built to the satisfaction of the County Council pursuant to paragraph 2.1.7 above;

2.1.10 Upon the expiration of the 12 month period referred to in paragraph 2.1.8 above the County Council shall be responsible for the maintenance of the New Bridleway and the Restricted Byway Extension as Public Rights of Way;

2.1.11 To facilitate the provision of the New Bridleway and Restricted Byway Extension and to maintain the Permissive Route to a suitable standard for use as a Bridleway to remain in place until the New Bridleway and the Restricted Byway Extension have been dedicated provided and opened in accordance with this paragraph 2 whereupon the Permissive Route will cease to exist AND for the avoidance of doubt it is agreed by the Parties hereto that there is no intention to dedicate any public rights over the Permissive Route; and

2.1.12 The First Landowner shall in the event that the Core Routes are not included within a Highway Agreement to be dedicated as highway pursuant to that Highway Agreement upon the practical completion of the final Residential Unit make the Core Routes available for use by the public on foot until such time as the Core Routes may be adopted as a public highway.

## SUDS

3.1 Not to connect to any adoptable highway drainage unless such connection has been approved by the County Council as highway authority pursuant to a Highways Agreement which agreement may provide inter alia for payment to the County Council of a commuted sum in respect of SUDS.

Execution of s.106 agreement

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL OF THE COUNCIL OF THE  
BOROUGH OF HAVANT was affixed  
in the presence of:



Authorised Signatory:

THE COMMON SEAL OF HAMPSHIRE COUNTY  
COUNCIL was affixed in the presence of:



Authorised Signatory:

EXECUTED AS A DEED by **DERWENT**  
**DEVELOPMENTS LIMITED** in the presence of:

Director:



Director/Secretary

