

Affordable Rent	2 bed Residential Unit	26%
Affordable Rent	3 bed Residential Unit	26%
Affordable Rent	4 bed house	8%
<b>Shared Ownership Units (35% of total number of the Affordable Housing Units) of which:</b>		
Shared Ownership Units	1 bed Residential Unit	20%
Shared Ownership Units	2 bed Residential Unit	55%
Shared Ownership Units	3 bed Residential Unit	25%

PROVIDED ALWAYS THAT the actual number of Affordable Housing Units required to be delivered shall not exceed 22 Affordable Housing Units.

- 1.3 To submit the Affordable Housing Plan for the approval of the Borough Council as part of the first Reserved Matters Application.
- 1.4 The Owner covenants (once its location has been approved by the Borough Council) not to construct the Affordable Housing Units otherwise than in accordance with that set out in the table in paragraph 1.2 and the approved Affordable Housing Plan (subject to the proviso) above unless otherwise agreed in writing by the Borough Council.
- 1.5 The Affordable Housing Units shall be indistinguishable in external appearance from the Open Market Units except in relation to garaging and parking.

## **2. Delivery of Affordable Housing**

- 2.1. Unless otherwise agreed in writing not to Occupy nor permit the Occupation of more than 17 (seventeen) of the Open Market Units until:
  - 2.1.1 100% of the Affordable Housing Units have been constructed and
  - 2.1.2 the unencumbered freehold of the Affordable Housing Land has been transferred to the HARP with full title guarantee and ready for immediate Occupation.
- 2.2. Each HARP Transfer shall include:
  - 2.2.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units
  - 2.2.2 a grant of full and free rights to the passage of Services through Service Media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains and
  - 2.2.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units

## **3. Shared Ownership Units**

- 3.1. Unless otherwise agreed in writing not to use the Shared Ownership Units for any purpose other than for the provision of Shared Ownership Units.
- 3.2. Unless otherwise agreed in writing the Shared Ownership Units shall be sold or leased on initial sales or letting for between 25% and 50% of the Open Market Value.
- 3.3. The initial rent payable in respect of a Shared Ownership Unit shall not exceed 2.75% of the capital value of the unacquired percentage at the point of initial sale.

## **4. Affordable Rent Units**

- 4.1. Unless otherwise agreed in writing not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
- 4.1.1 at an Affordable Rent in respect of each Affordable Rent Unit
  - 4.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 4.2. Unless otherwise agreed, not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement and the Borough Council's Nominations Policy to persons or households on the Register unless otherwise agreed in writing by the Borough Council.

## **5. Staircasing**

- 5.1. The HARP shall apply any net capital receipt received as a result of any Staircasing or other staged purchase by a tenant of an Affordable Housing Unit to provide Affordable Housing in the Borough of Fareham (less reasonable costs incurred by the HARP as approved by the Borough Council).

## **6. Release of affordable housing provisions**

The Affordable Housing provisions set out in this Schedule Two shall not be binding on:

- 6.1. a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- 6.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Borough Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 6.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions set out in this Schedule Two which provisions shall determine absolutely

- 6.2. any Protected Tenant or any successor in title to a Protected Tenant

- 6.3. a mortgagee of a Protected Tenant or other party who has provided loan facilities to a Protected Tenant (or any receiver (included an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise

- 6.4. Any purchaser, chargee or successor in title from any of the parties in paragraphs 6.1 – 6.3 above of an individual Affordable Housing Unit

**SCHEDULE THREE**  
**ENVIRONMENTAL OBLIGATIONS**

**DEFINITIONS**

In this Schedule the following terms have the following meanings:

"Solent Disturbance Mitigation Project"	A Partnership for Urban South Hampshire (PUSH) project to mitigate the harmful impact of additional recreational activity on nesting/wading birds, within the Solent region, resulting from new residential development within the Solent region's three special protection areas
"Solent Disturbance Mitigation Project Contribution"	<p>A sum towards the Solent Disturbance Mitigation Project such sum (in pounds sterling) to be calculated by reference to the number of Residential Units comprised in the Development as follows:</p> <p>£356 for each Residential Unit comprising a one bedroom dwelling</p> <p>£514 for each Residential Unit comprising a two bedroom dwelling</p> <p>£671 for each Residential Unit comprising a three bedroom dwelling</p> <p>£789 for each Residential Unit comprising a four bedroom dwelling</p> <p>£927 for each Residential Unit comprising a dwelling with five bedrooms or more</p>

The Owner covenants with the Borough Council as follows:

**1 Solent Disturbance Mitigation Project Contribution**

- 1.1. To pay the Solent Disturbance Mitigation Project Contribution in full to the Borough Council prior to the Occupation of any Residential Unit.
- 1.2. Not to Occupy or permit the Occupation of any Residential Unit unless the Solent Disturbance Mitigation Project Contribution has been paid in full to the Borough Council.

**SCHEDULE FOUR**  
**ACCESSIBILITY OBLIGATIONS AND PUBLIC RIGHT OF WAY**

**DEFINITIONS**

In this Schedule the following terms have the following meanings:

"Countryside Deed of Dedication"	An agreement or agreements or deed on terms acceptable to the County Council to grant to the public a right of way on foot and by bicycle over that part of the Public Right of Way shown edged green on the Plan (other than the Unregistered Land) and which is to be entered into by the County Council and all parties with a proprietary interest relevant to the land which is to be dedicated once the Public Right of Way is built out to the County Council's reasonable satisfaction and which on completion shall have the effect of making that part of the Public Right of Way to which the Deed of Dedication relates a public right of way maintainable at public expense except that it may state that any part of the Public Right of Way which crosses a carriageway is not to be adopted for maintenance by the County Council
"Deeds of Dedication"	Both the Countryside Deed of Dedication and the Highways Deed of Dedication and "Deed of Dedication" shall mean the relevant one thereof.
"Highways Deed of Dedication"	An agreement or agreements or deed on terms acceptable to the County Council to be completed after the completion of the works pursuant to the Highways Agreement to grant the public a right of way on foot and by bicycle over that part of the Public Right of Way shown edged blue on the Plan (other than the Unregistered Land) and which is to be entered into by the County Council and all parties with a proprietary interest relevant to the land which is to be dedicated once the Public Right of Way is built out to the County Council's reasonable satisfaction and which on completion shall have the effect of making that part of the Public Right of Way to which the Deed of Dedication relates a public right of way maintainable at public expense but for the avoidance of doubt any part of the Public Right of Way that crosses the M27 Bridge shall be in respect of the surface only and will exclude maintenance liability for the M27 Bridge structure being all structural and supporting features of the M27 Bridge and those features integral to the structure of the M27 Bridge including but not limited to supports, drainage,

	barriers and parapets that will be the responsibility of Highways England
"M27 Bridge"	the bridge crossing the M27 motorway and linking land south of Funtley Road to land north of Thames Drive, Fareham, shown edged blue on the Plan.
"M27 Bridge Action Plan"	<p>A plan detailing works identified as necessary to ensure that the M27 Bridge can structurally support safe pedestrian and cyclist use and improvements to the structure necessary for the safety and convenience of pedestrians and cyclists, and specifically including (but not limited to):</p> <ul style="list-style-type: none"> <li>- Proposals to raise the parapets on either side of the M27 Bridge,</li> <li>- Timescales and methodology for the carrying out of necessary improvement works, including particularly safety measures,</li> <li>- Proposals for the resurfacing of the existing bridge hard surface,</li> <li>- Evidence of such relevant permissions and licences as are required to facilitate the carrying out of the necessary works.</li> </ul>
"Public Right of Way"	A public right of way for pedestrians and cyclists to be constructed to the County Council's reasonable satisfaction and dedicated (whether pursuant to a Deed of Dedication or a Section 228 Confirmation) across land to the south of Funtley Road linking Funtley Road and Thames Drive as shown in principle edged green and blue on the Plan
"Public Right of Way Commuted Sum"	The sum of £112,200 payable to the County Council for the future maintenance of the Public Right of Way.
"Public Right of Way Scheme"	<p>A scheme for the laying out and construction of the Public Right Of Way to adoptable standards which shall include the following:</p> <ul style="list-style-type: none"> <li>- The route of the Public Right of Way</li> <li>- Surface treatment of the Public Right Of Way,</li> <li>- Lighting of the Public Right Of Way,</li> <li>- Details of future ongoing maintenance arrangements</li> </ul>
"Section 228 Appeal"	An application by the County Council to the Magistrates Court for an order to overrule any objections pursuant to Section 228(2)
"Section 228 Confirmation"	Confirmation in writing from the County Council to the Owner that pursuant to Section 228(1) of the Highways Act 1980 that the Unregistered Land is public highway maintainable at public expense
"Section 228 Gazette Notice"	A notice to be published in the London Gazette in the same terms as addended to this Deed at Schedule 10

"Section 228 Notice"	A notice pursuant to Section 228(1) of the Highways Act 1980
"Unregistered Land"	The private street on unregistered land south of the M27 Bridge over which the Public Right of Way is intended to pass

**Part 1**  
**Owner's covenants**

The Owner covenants with the Borough Council and County Council as follows:-

**1 M27 Bridge**

- 1.1 Not to Occupy or permit Occupation of any of the Residential Units at the Development until the actions identified in the approved M27 Bridge Action Plan have been carried out in full to the reasonable satisfaction of the Borough Council and County Council.
- 1.2 To carry out in full the actions identified in the approved M27 Bridge Action Plan to the reasonable satisfaction of the Borough Council and the County Council prior to the Occupation any of the Residential Units.
- 1.3 The provisions of paragraph 1.1 – 1.2 of this Schedule Four shall cease to exist if the obligations in paragraph 1 of Schedule Four of the Funtley North Agreement in respect of the M27 Bridge have already been carried in full in accordance with the Funtley North Agreement.

**2 Public Right of Way**

- 2.1 Not to Commence the Development until the Public Right Of Way Scheme has been submitted to and approved by the Borough Council and County Council.
- 2.2 To submit and have approved in writing by the Borough Council and the County Council the Public Right of Way Scheme prior to Commencement of Development.
- 2.3 Not to Occupy or permit the Occupation any of the Residential Units at the Development until the Public Right of Way is fully constructed and complete in accordance with the Public Right of Way Scheme to the reasonable satisfaction of the Borough Council and County Council and made available for use by members of the public.
- 2.4 To fully construct and complete the Public Right of Way in accordance with the Public Right of Way Scheme to the reasonable satisfaction of the Borough Council and County Council and make the same available for use by members of the public prior to Occupation of any of the Residential Units at the Development.
- 2.5 To enter into and complete and use best endeavours to procure that all necessary parties enter into and complete the Deed(s) of Dedication in respect of the entire length of the Public Right of Way (other than in relation to the Unregistered Land) prior to the Occupation of any of the Residential Units
- 2.6 Not to Occupy or permit the Occupation any of the Residential Units until the Deed(s) of Dedication have been completed in respect of the entire length of the Public Right of Way (other than in relation to the Unregistered Land) and the Section 228 Confirmation has been issued
- 2.7 To pay to the County Council the Public Right of Way Commuted Sum prior to Occupation of the Residential Units

- 2.8 Not to Occupy or Permit Occupation of the Residential Units until the Public Right of Way Commuted Sum has been paid to the County Council
  - 2.9 To pay to the County Council the costs and fees reasonably incurred by the County Council in the drafting, negotiation and completion of each Deed of Dedication whether or not any Deed of Dedication proceeds to completion
  - 2.10 Not to Occupy or Permit Occupation of the Residential Units until it has paid to the County Council the costs and fees reasonably incurred by the County Council in the draft, negotiation and completion of each Deed of Dedication PROVIDED THAT the County Council shall provide details of the fees incurred within a reasonable time period
  - 2.11 To pay to any landowner from whom a dedication of highway rights is required for the delivery of the Public Right of Way the landowner's costs and fees for the negotiation and completion of the Deed of Dedication as well as any other sum required by the landowner and/or to pay for any compensation or mitigation works required by the landowner on their land as a term or condition for the dedication of the highway rights to be given PROVIDED THAT there shall be no requirement to pay any such sum unless the Owner authorises the quantum and payment of such sums in advance.
- 3 Unregistered Land**
- 3.1 To use reasonable endeavours to identify the owner of the Unregistered Land prior to Commencement of Development including the publication of the Section 228 Gazette Notice
  - 3.2 Not to Commence or permit Commencement of Development until the Owner has used reasonable endeavours including the publication of the Section 228 Gazette Notice to identify the owner of the Unregistered Land
  - 3.3 To report to the County Council and Borough Council prior to the Commencement of Development on the outcome of their investigation into the landownership of the Unregistered Land
  - 3.4 In the event that the County Council and Borough Council are satisfied (acting reasonably) that the Owner has discharged its covenants under paragraphs 3.1, 3.2 and 3.3 and that a landowner for the Unregistered Land cannot be identified, located or contacted and there has been no response in accordance with the Section 228 Gazette Notice the Owner and County Council shall observe the covenants in paragraphs 3.5 – 3.11 below.
  - 3.5 The County Council shall authorise the Owner to undertake works pursuant to the Public Right of Way Scheme as street works on the Unregistered Land or alternatively if the County Council elects the County Council shall undertake any such works on the Unregistered Land as street works.
  - 3.6 Once the works have been undertaken to the County Council's satisfaction the County Council shall promptly display Section 228 Notices in prominent positions on the Unregistered Land
  - 3.7 On the expiration of the period of one month from the date on which the Section 228 Notices are first displayed the Unregistered Land shall become highway maintainable at public expense and the County Council shall issue the Section 228 Confirmation to the Owner unless within that period a purported landowner of the Unregistered Land objects pursuant to Section 228(2) of the Highways Act 1980
  - 3.8 In the event that there is an objection from a purported landowner of the Unregistered Land the County Council may decide at its absolute discretion to make a Section 228 Appeal or may accept that the objection is valid and not take any further action under Section 228
  - 3.9 In the event that the County Council accepts the objection and does not seek to make a Section 228 Appeal, or in the event that the Section 228 Appeal is unsuccessful and finally disposed of, the Owner

- shall undertake any works of re-instatement or make any payments of compensation required by the purported landowner of the Unregistered Land
- 3.10 Should the County Council at its absolute discretion decide to make a Section 228 Appeal and any such appeal is successful or the objection is abandoned by the objector then after the Magistrates Court makes an order overruling any objections or the County Council receives confirmation of the abandoned objection the County Council shall issue the Section 228 Confirmation
- 3.11 The Owner shall pay on demand to the County Council all of the County Council's costs and fees associated with: the undertaking of any street works; the promotion of a Section 228 Notice; and all costs and fees incurred by the County Council made or awarded against the County Council in the bringing of a Section 228 Appeal
- 3.12 Notwithstanding the issue of the Section 228 Confirmation and except where caused by the negligence of the County Council or its officers the Owner shall indemnify the County Council in respect of all actions claims demands fees charges expenses and proceedings arising out of or in connection with or incidental to the carrying out of any works that are the subject of the Section 228 Notice or that are made on the Unregistered Land from the date that any such works are carried out until the date that Deeds of Dedication are completed and dated for the entirety of the Public Right of Way (other than the Unregistered Land)
- 3.13 Notwithstanding the issue of the Section 228 Confirmation the Owner shall indemnify the County Council in respect of the costs of maintenance of any of the works on the Unregistered Land and the Owner shall be responsible for the delivery of any additional works required on the Unregistered Land so as to comply with the Public Right of Way Scheme until Deeds of Dedication are completed for the entirety of the Public Right of Way (other than the Unregistered Land)

**SCHEDULE FIVE**  
**CUSTOM-BUILD HOUSING**

**DEFINITIONS**

In this Schedule the following terms have the following meanings:

"Custom-build Plan"	A plan showing the location of the Custom-build Units as agreed in writing prior to the submission of any Reserved Matters Application
"Custom-build Units"	Residential Units built or completed by individuals, associations of individuals or persons working with or for individuals or associations of individuals to be occupied as homes by those individuals, and where those individuals have primary input into the plans or specifications of their respective houses in accordance with the definition in the NPPF (Annex 2) or any subsequent amendment or modification or replacement of the NPPF or in any regulation statute or guidance issued and relating to custom-build housing
"Marketed Appropriately"	Marketed the Custom-build Units in accordance with the approved Marketing Strategy during the Marketing Period
"Marketing Period"	A period of not less than 12 months during which the Custom-build Units will be Marketed Appropriately or until the relevant Custom-build Unit has been sold, whichever is the earlier
"Marketing Strategy"	A strategy for the marketing of the Custom-build Units to be approved by the Borough Council pursuant to paragraph 1 of this Schedule that shall in particular include how the Custom-build Units will be marketed to people on the Register
"Marketing Terms"	The terms and conditions for the sale of the Custom-build Units to be approved by the Borough Council pursuant to paragraph 1 of this Schedule
"Register"	The Borough Council's register of persons interested in acquiring land for custom-build housing pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015

The Owner covenants with the Borough Council as follows:-

**1 Custom-build Housing**

**1.1** To submit to the Borough Council for approval prior to the submission of the first Reserved Matters Application:

(a) The Custom-build Plan;

- (b) The Marketing Strategy; and
- (c) The Marketing Terms.

1.2 Not to submit a Reserved Matters Application until:

- (a) The Custom-build Plan;
- (b) The Marketing Strategy; and
- (c) The Marketing Terms

have been submitted to and approved in writing by the Borough Council.

1.3 The Custom-build Units shall be Marketed Appropriately for the Marketing Period and on the Marketing Terms.

1.4 Subject to paragraph 1.5 below, the Custom-build Units shall not be disposed of otherwise than to a purchaser or purchasers at least one of which who at the time of completion of the transfer of the Custom-build Unit is on the Register.

1.5 If at the end of the Marketing Period a purchaser or purchasers on the Register have not come forward to purchase any one or more of the Custom-build Units, the Owner may dispose of the Custom-build Unit or Units free of the restrictions in paragraph 1.4.

## SCHEDULE SIX

### OPEN SPACE

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

"Interim Open Space and Play Area Management Plan"	A plan setting out how the Open Space and Play Area will be managed and maintained prior to its transfer to the Borough Council as and when it or parts of it becomes available for use by members of the public in accordance with the timetable for delivery in the approved Scheme of Works
"Minimum Requirement"	A size not less than that calculated in accordance with Table 1 at Appendix 1
"Open Space"	The part(s) of the Land to be provided as public open space of such area not less than the Minimum Requirement and which for the avoidance of doubt shall not include the Play Area
"Open Space Maintenance Contribution"	The sum of £6 (six pounds) per square metre of the Open Space provided on the Land in accordance with the provisions of this Schedule Six towards the maintenance of the Open Space
"Play Area"	An area of the Land of not less than 400 square metres in size to be provided as a play area
"Play Area Contribution"	The sum of £70,000 (seventy thousand pounds) towards the provision by the Borough Council of the Play Area Equipment
"Play Area Equipment"	Means at least five items of children's outdoor play equipment constructed to a standard and using such materials as shall be specified in the approved Scheme of Works
"Play Area Maintenance Contribution"	The sum of £38,000 (thirty eight thousand pounds) towards the maintenance by the Borough Council of the Play Area
"Scheme of Works"	<p>A scheme of works to include the means and timetable for the formation, laying out and provision of the Open Space and Play Area, which must include:-</p> <ul style="list-style-type: none"> <li>• a scaled plan or plans identifying the location of the Open Space and Play Area;</li> <li>• specifications and building materials;</li> <li>• timescales for delivery of the Open Space and Play Area (which shall include any phased delivery of the Open Space and Play Area);</li> <li>• surfacing and boundary treatment;</li> <li>• details of the Play Area Equipment;</li> <li>• street furniture, lighting and any other proposed structures or sculptures; and</li> </ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>• cycle and pedestrian paths.</li> </ul> |
|--|---|

## OBLIGATIONS

The Owner covenants with the Borough Council as follows:-

### 1 Open Space

- 1.1 Not to submit a Reserved Matters Application for any part of the Land which is proposed to include the Open Space unless it makes provision for such Open Space.
- 1.2 Not to Commence the Development unless the Scheme of Works and the Interim Open Space and Play Area Management Plan has been submitted to and approved in writing by the Borough Council PROVIDED THAT the Owner shall be under no obligation to provide any Open Space which exceeds the Minimum Requirement.
- 1.3 To complete to the reasonable satisfaction of the Borough Council the Open Space in accordance with the approved Scheme of Works and transfer the Open Space to the Borough Council for £1 (one pound) ("the Transfer") prior to Occupation of more than 85% of the Residential Units together with such reasonably necessary rights, access and easements to permit the Borough Council to access the Open Space for management and maintenance purposes and for the public to access the Open Space.
- 1.4 Not to Occupy or permit Occupation of more than 85% of the Residential Units until the Open Space has been Completed in accordance with the approved Scheme of Works and to the written satisfaction of the Borough Council and has been transferred to the Borough Council for £1 (one pound) ("the Transfer") together with such reasonably necessary rights, access and easements to permit the Borough Council to access the Open Space for management and maintenance purposes and for the public to access the Open Space.
- 1.5 Until such time as the Open Space is transferred to the Borough Council in accordance with 1.3 and 1.4 above, to comply with the approved Interim Open Space and Play Area Management Plan.
- 1.6 To pay to the Borough Council the Open Space Maintenance Contribution in full on the date of the Transfer.

### 2 Play Area

- 2.1 Not to submit a Reserved Matters Application for any part of the Land which is proposed to include the Play Area unless it makes provision for such Play Area.
- 2.2 To either:
  - 2.2.1 complete the Play Area in accordance with the approved Scheme of Works and to the reasonable written satisfaction of the Borough Council and transfer the Play Area to the Borough Council for £1 (one pound) prior to Occupation of more than 85% of the Residential Units together with such reasonably necessary rights, access and easements to permit the Borough Council to access the Play Area for management and maintenance purposes and for the public to access the Play Area.
  - or:
  - 2.2.2 pay to the Borough Council the Play Area Contribution in full prior to or on the transfer of the Play Area and transfer the Play Area to the Borough Council for £1 (one pound) prior to Occupation of more than 85% of the Residential Units together with such reasonably necessary rights, access and easements to permit the Borough Council to access the Play Area for management and maintenance purposes and for the public to access the Play Area

- 2.3 Not to Occupy or permit Occupation of more than 85% of the Residential Units until either:
- 2.3.1 The Play Area has been completed in accordance with the approved Scheme of Works and to the reasonable written satisfaction of the Borough Council and the Play Area has been transferred to the Borough Council in accordance with paragraph 2.2.1 above; or
- 2.3.2 The Play Area has been transferred to the Borough Council and the Play Area Contribution has been paid in full to the Borough Council in accordance with paragraph 2.2.2 above.
- 2.4 To pay to the Borough Council the Play Area Maintenance Contribution in full prior to or on the transfer of the Play Area to the Borough Council.
- 2.5 Not to Occupy or permit the Occupation of more than 85% of the Residential Units until the Play Area Maintenance Contribution has been paid in full to the Borough Council.

## APPENDIX 1

TABLE 1

**Calculating Open Space based on units comprised in the Development**

<b>Unit Size</b>	<b>Square metres per unit</b>
1 Bed	20.70
2 Bed	29.40
3 Bed	38.70
4 Bed	46.35
5+ Bed	49.80
Studio	15.00
Elderly 1bed	15.00
Elderly 2 bed	18.00

## SCHEDULE SEVEN

### COMMUNITY PARK

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

"Agriculture"	<ul style="list-style-type: none"><li>• use for horticulture, fruit growing, seed growing (including the growing of cereal crops),</li><li>• use for dairy farming;</li><li>• use for the breeding and keeping of livestock (any creature kept for the production of food, wool, skins or fur or for the purpose of its use in the farming of land);</li><li>• use of the land as grazing land; and</li><li>• use as market gardens or nursery grounds</li></ul> and 'Agricultural' shall be construed accordingly
"Community Park"	a community park provided pursuant to the Change of Use Permission
"Community Park Land"	The land upon which the Community Park is to be provided shown edged purple on the Plan but excluding any part of the same which forms the Public Right of Way.
"Community Park Maintenance Contribution"	The sum of £802,000 (eight hundred and two thousand pounds) towards the maintenance by the Borough Council of the Community Park
"Interim Community Park Management Plan"	A plan setting out how the Community Park will be managed and maintained prior to its transfer to the Borough Council as and when it or parts of it becomes available for use by members of the public in accordance with the timetable for delivery in the approved Scheme of Works
"Land Condition Survey"	A topographical and geophysical land condition survey identifying existing structures (including fencing and any subterranean structures such as pits, shafts etc) on the Community Park Land
"Land Condition Survey Schedule"	A schedule to be produced from the results of the Land Condition Survey showing those structures that would be demolished or removed from the Community Park Land before it is transferred to the Borough Council
"Mitigation Land"	That 4.66 hectares of land within the Land and the Community Park Land which is required in accordance with the budget provided pursuant to the Planning Application to comply with Natural England's "Advice on Achieving Nutrient Neutrality for New Development in the Solent Region" Version 5 dated June

	2020, 1.6 hectares of which is located in the Community Park Land and shown on the Mitigation Land Plan and 3.06 hectares which is to be located within the Land.
"Mitigation Land Plan"	The plan annexed hereto with reference D2546_037 Rev B
"Public Right of Way"	the "Public Right of Way" as defined in Schedule Four of this Agreement
"Scheme of Works"	<p>A scheme of works to include the means for the formation, laying out and provision of the Community Park, which must include:-</p> <ul style="list-style-type: none"> <li>• specifications and building materials;</li> <li>• surfacing and boundary treatment including gates;</li> <li>• planting and landscaping provisions;</li> <li>• waymarking;</li> <li>• any works identified in the Land Condition Survey;</li> <li>• any works identified in the Tree Condition Survey;</li> <li>• street furniture, seating, bins, lighting and any other proposed structures or sculptures; and</li> <li>• cycle and pedestrian paths (excluding for the avoidance of doubt the Public Right of Way)</li> </ul>
"Tree Condition Survey"	A complete survey and safety inspection of all the trees on the Community Park Land with details of their species, dimensions, health and condition and identifying any defective or hazardous trees that for safety reasons require works to be carried out prior to the transfer of the Community Park Land to the Borough Council

## OBLIGATIONS

The Owner covenants with the Borough Council as follows:-

### 1. Community Park

- 1.1 Not to Commence the Development unless the Land Condition Survey has been carried out and the findings of the Land Condition Survey and the Land Condition Survey Schedule has been submitted to and approved in writing by the Borough Council.
- 1.2 Not to Occupy or permit the Occupation of more than 25% of the Residential Units unless the specified steps in the approved Land Condition Survey have been carried out to the reasonable satisfaction of the Borough Council. For the avoidance of doubt the specified steps in the approved Land Condition Survey must be so carried out prior to the Transfer described in paragraph 1.7 below.
- 1.3 Not to Commence the Development unless the Tree Condition Survey has been carried out and the findings submitted to and approved by the Borough Council.
- 1.4 Not to Occupy or permit the Occupation of more than 25% of the Residential Units unless the necessary works identified in the approved Tree Condition Survey have been carried out to the reasonable satisfaction of the Borough Council. For the avoidance of doubt the

specified works identified in the Tree Condition Survey must be so carried out prior to the Transfer described in paragraph 1.7 below.

- 1.5 Not to Commence the Development unless the Scheme of Works and the Interim Community Park Management Plan has been submitted to and approved in writing by the Borough Council.
- 1.6 Not to Occupy or permit the Occupation of more than 50% of the Residential Units unless the Community Park has been completed in accordance with the approved Scheme of Works and to the written satisfaction of the Borough Council.
- 1.7 Not to Occupy or permit the Occupation of more than 85% of the Residential Units until the date of transfer to the Borough Council (for a consideration of £1 (one pound)) of the Community Park Land together with such reasonably necessary rights, access, easements to permit the Borough Council to access the Community Park Land for management and maintenance purposes and for the public to access the Community Park Land.
- 1.8 Until such time as the Community Park is transferred to the Borough Council in accordance with 1.7 above, to comply with the approved Interim Community Park Management Plan.
- 1.9 To pay the Community Park Maintenance Contribution on the date of the Transfer of the Community Park Land to the Borough Council.

## **2. Mitigation Land**

- 2.1 To include with the first Reserved Matters Application a plan identifying the exact location of the 3.06 hectares of the Mitigation Land within the Land.
- 2.2 Not to submit a Reserved Matters Application unless it includes a plan identifying the exact location of the 3.06 hectares of the Mitigation Land within the Land.
- 2.3 Prior to first Occupation of any Residential Unit to cease the use of the Mitigation Land for Agriculture.
- 2.4 Not to Occupy or permit the Occupation of any Residential Unit unless the Mitigation Land has been taken out of Agricultural use
- 2.5 Not to use the Mitigation Land for Agriculture for the lifetime of the Development.
- 2.6 Nothing in this paragraph 2 shall prevent the Owner from carrying out works on the Mitigation Land in compliance with the obligations in paragraph 1 of this Schedule Seven

J:\JOB FILES\D2546 LAND AT FUNTLEY MASTERPLANNING, HAMPSHIRE\DRAWINGS\FABRIK\WORKING\PHOTOSHOP



LEGEND

- SITE BOUNDARY
- MITIGATION FOR FUNTLEY NORTH
- MITIGATION FOR FUNTLEY SOUTH WITHIN DEVELOPMENT AREA
- MITIGATION FOR FUNTLEY SOUTH WITHIN COMMUNITY PARK
- ADDITIONAL OPEN SPACE

FOR & ON BEHALF OF  
ATHEFIELD INVESTMENTS LIMITED

DIRECTOR

B	Reduction of mitigation for Funtley South to 1.6 ha	BS	19/06/2020
A	Reshape mitigation areas	BS	01/10/2019
REV.	DESCRIPTION		

3115082

PROJECT TITLE  
LAND SOUTH OF FUNTLEY

DRAWING TITLE  
NITROGEN MITIGATION

ISSUED BY London T: 020 7620 1453

DATE OCT 2019 DRAWN FV

SCALE@A3 1:2500 CHECKED BS

STATUS DRAFT APPROVED BS

DWG. NO. D2546\_037

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**SCHEDULE EIGHT**  
**COMMUNITY SHOP/ BUILDING**

**DEFINITIONS**

In this Schedule the following terms have the following meanings:

"Community Shop/ Building"	A building of between 50 and 250 square metres of floorspace to be used as a Local Convenience Store and/ or a Community Space
"Community Shop/ Building Land"	The 0.1ha of land in a location to be agreed in accordance with the Community Shop/ Building Location Plan
"Community Shop/ Building Location Plan"	A plan to identify the precise location of the Community Shop/ Building Land
"Community Shop/ Building Marketing Period"	The period of 12 months from and including the date upon which the Community Shop/ Building Marketing Strategy has been approved by the Borough Council or such other period as may be agreed between the Owner and the Borough Council in writing.
"Community Shop/ Building Marketing Strategy"	A strategy for the marketing of the Community Shop/ Building Land to be approved by the Borough Council pursuant to paragraph 2 of this Schedule which shall market the Community Shop/ Building Land on the basis that a maximum of 150sqm of floorspace can be used as a Local Convenience Store or up to 250sqm can be used as a Community Space (and for the avoidance a combination of the two uses may be constructed and used)
"Community Shop/ Building Offer"	A written offer to transfer the Community Shop/ Building Land to the Borough Council
"Community Shop/ Building Proposal"	<p>A proposal developed in consultation with the Borough Council to include a scheme of works for the use and the means for the construction and fitting out of the Community Shop/ Building, which must include:</p> <ul style="list-style-type: none"> <li>• a scaled plan identifying the location of the Community Shop/ Building;</li> <li>• specifications and building materials for the internal and external fit out and construction of the Community Shop/ Building;</li> <li>• details and measurements showing how the floorspace of the Community Shop/ Building will be divided between different uses; and</li> <li>• details of the proposed end use of all parts of the Community Shop/ Building.</li> </ul> <p>In addition, if a Willing Purchaser is found in accordance with the provisions of this Schedule, the Community Shop/ Building Proposal shall also include:</p>

	<ul style="list-style-type: none"> <li>• name and address of Willing Purchaser; and</li> <li>• details of the proposed management arrangements, in particular the details of how and by whom the Community Space is going to be managed and funded.</li> </ul>
"Community Space"	An area used for community purposes which are, in all cases, to be not-for-profit and to have the primary objective of being for the benefit of the local community within Class D1 and/ or D2 of the Town and Country Planning (Use Classes) Order 1987
"Local Convenience Store"	A local convenience store (Use Class A1) with a maximum floorspace of 150sqm
"Off-Site CUB Contribution"	The sum of £500,000 (five hundred thousand pounds) Index Linked which shall be used by the Borough Council towards the provision or improvement of community use (D1 / D2) facilities in Funtley.
"On-Site CUB Contribution"	The sum of £2,000 per sqm of floorspace that is to be used as a Community Space PROVIDED THAT the sum payable shall not exceed £500,000 (five hundred thousand pounds).
"Rights"	access from the public highway to the Community Shop/ Building Land and any reasonably necessary rights and easements to enable the Community Shop/ Building to be provided on the Community Shop/ Building Land

The Owner covenants with the Borough Council as follows:

- 1 Not to submit a Reserved Matters Application until the Community Shop/ Building Location Plan has been submitted to and approved by the Borough Council.
- 2 To submit the Community Shop/ Building Marketing Strategy to the Borough Council for approval prior to the Occupation of more than 75% of the Residential Units.
- 3 Not to Occupy or permit Occupation of more than 75% of the Residential Units unless the Community Shop/ Building Marketing Strategy has been submitted to and approved by the Borough Council.
- 4 Following approval of the Community Shop/ Building Location Plan and the Community Shop/ Building Marketing Strategy in accordance with this Schedule to market the Community Shop/ Building Land in accordance with the Community Shop/ Building Marketing Strategy during the Community Shop/ Building Marketing Period.
- 5 To use reasonable endeavours to agree a sale of the Community Shop/ Building Land during the Community Shop/ Building Marketing Period.
- 6 If a willing purchaser is found during the Community Shop/ Building Marketing Period ("Willing Purchaser"):
  - 6.1 No later than six months after the end of the Community Shop/ Building Marketing Period a Community Shop/ Building Proposal shall be submitted by the Owner to the Borough Council and:

- (a) in the event that it is approved, this shall become the Approved Community Shop/ Building Proposal
  - (b) in the event that it is not approved, a further Community Shop/ Building Proposal shall be submitted and:
    - (i) in the event that it is approved, this shall become the Approved Community Shop/ Building Proposal
    - (ii) in the event that it is not approved, paragraph 8 of this Schedule Eight shall apply as if no Willing Purchaser had been found.
- 6.2 The Owner shall not transfer the Community Shop/ Building Land to the Willing Purchaser until the Community Shop/ Building Proposal has been approved by the Borough Council.
- 6.3 The Owner shall use reasonable endeavours to transfer the Community Shop/ Building Land to the Willing Purchaser.
- 6.4 In the event that the Owner has not transferred the Community Shop/ Building Land to the Willing Purchaser within six months of the approval of the Approved Community Shop/ Building Proposal, paragraph 8 of this Schedule Eight shall apply as if not Willing Purchaser has been found.
- 6.5 Following the transfer of the Community Shop/ Building Land:
- (a) Within six weeks of the transfer of the Community Shop/ Building Land to the Willing Purchaser, a timetable for the implementation of the Community Shop/ Building Proposal shall be submitted to the Borough Council and approved in writing.
  - (b) The Community Shop/ Building shall be constructed, laid out and retained in accordance with the approved Community Shop/ Building Proposal and the timetable approved under paragraph 6.5(a) above unless otherwise agreed in writing with the Borough Council.
- PROVIDED ALWAYS THAT the obligations in this paragraph 6.5 shall only bind the Community Shop/ Building Land and shall be enforceable against the Willing Purchaser and shall not be enforceable against any other part of the Land
- 6.6 In the event that the Community Shop/ Building Land is transferred as a Local Convenience Store only, then a financial contribution shall be paid to the Borough Council in the sum of £2,000 multiplied by (250 minus every square metre of Local Convenience Store floorspace provided) on transfer of the Community Shop/ Building Land which shall be used towards the provision or improvement of community use facilities outside of the Land but within Funtley.
- 6.7 In the event that the Community Shop/ Building Land is transferred for use as a combined Local Convenience Store and Community Space, the Owner shall pay the On-Site CUB Contribution to the Willing Purchaser on transfer PROVIDED THAT the On-Site CUB Contribution will not be payable if the Community Space is provided by the operator of the Local Convenience Store (or one of its group or related companies).
- 6.8 In the event that the Community Shop/ Building Land is transferred for use a Community Space only, then either:
- (a) The Owner shall construct the Community Shop/ Building for use as a Community Space; or
  - (b) The Owner shall pay the On-Site CUB Contribution to the Willing Purchaser on transfer.
- 7 The transfer of the Community Shop/ Building Land to the Willing Purchaser:
- 7.1 will contain the Rights;

7.2 will contain a covenant on the part of the transferee that it will not use the Community Shop/ Building Land other than (as provided for in the Approved Community Shop/ Building Proposal):

(i) as a Local Convenience Store; and/ or

(ii) as a Community Space.

8 In the event that a Willing Purchaser is not found during the Community Shop/ Building Marketing Period, the Owner shall make the Community Shop/ Building Offer to the Borough Council within 28 days of the end of the Community Shop/ Building Marketing Period and:

8.1 If the Borough Council accepts the Community Shop/ Building Offer:

(a) The Borough Council will produce a Community Shop/ Building Proposal;

(b) The Owner shall transfer the Community Shop/ Building Land to the Borough Council for £1 together with the Rights and subject to a positive covenant to construct the Community Shop/ Building in accordance with the Community Shop/ Building Proposal and a covenant to maintain the Community Shop/ Building for the uses set out in the Community Shop/ Building Proposal.

(c) The Owner shall pay the On-Site CUB Contribution to the Borough Council upon transfer of the Community Shop/ Building Land.

8.2 If the Borough Council rejects the Community Shop/ Building Offer:

(a) the Owner will pay to the Borough Council the Off-Site CUB Contribution within 28 days of the date of the Borough Council's written rejection; and

(b) the Borough Council shall publish a public letter five years following the receipt of the Off-Site CUB Contribution which shall set out the uses towards which the Off-Site CUB Contribution has been expended or committed; and

(c) the Borough Council shall return any part of the Off-Site CUB Contribution that has not been expended or unconditionally committed on the provision or improvement of community facilities outside the Land but within Funtley within five years to the party that originally paid the Off-Site CUB Contribution

FOR THE AVOIDANCE OF DOUBT the Community Shop/ Building Land can then be used for any purpose permitted by planning permission.

9 Nothing in this Schedule Eight creates an obligation on the Borough Council to accept the Community Shop/ Building Offer.

## **SCHEDULE NINE**

### **BOROUGH COUNCIL AND COUNTY COUNCIL'S COVENANTS**

1. The Borough Council covenants with the Owner as follows:-
  - 1.1 To issue the Outline Permission as soon as is reasonably practicable after the date of this Deed.
  - 1.2 Where any payment referred to in this Deed is paid for a particular purpose it will not be used by the Borough Council otherwise than for that purpose or for such other purpose for the benefit of the Development as the Owner and the Borough Council shall agree.
  - 1.3 In the event that the Solent Disturbance Mitigation Project Contribution or any element or part of this Contribution remains unspent or committed unconditionally to be spent within 5 years after the date on which it is paid to the Borough Council then the Borough Council shall on written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the this Contribution.
  - 1.4 In the event that the TRO Contribution or any element or part of this Contribution remains unspent or committed unconditionally to be spent within 10 years after the date on which it is paid to the County Council then the Borough Council shall on written demand return to the Owner the unexpended or uncommitted (as the case may be) part of this Contribution.
  - 1.5 Upon written request from the Owner (or the Developer) and upon payment of the Borough Council's reasonable administration fee the Borough Council shall provide to the Owner/Developer such evidence as it considers is reasonable to confirm the expenditure of the sums paid by the Owner/Developer to the Borough Council under this Deed.
  - 1.6 At the written request of the Owner and upon payment of the Borough Council's reasonable administrative fee the Borough Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
  - 1.7 To respond to the Community Shop/ Building Offer within 30 Working Days of receipt of the same.
  - 1.8 To enter into a Deed of Dedication (without cost to the Owner, other than reasonable legal costs) if required to dedicate any part of any land owned by the Council which is within the Public Right of Way as highway.
2. The County Council covenants with the Owner as follows:-
  - 2.1 In the event that the School Travel Plan Contribution remains unspent or committed unconditionally to be spent within 10 years after the date on which it is paid to the County Council then the County Council shall on written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the this Contribution.
  - 2.2 Subject to the Owner complying with their obligation in paragraphs 2.13 - 2.15 of Schedule Four to use all reasonable endeavours to contact and negotiate a Deed of Dedication with all relevant landowners for the Public Right of Way as quickly as reasonably practicable.
  - 2.3 Within 20 Working Days of receipt of the engrossed and duly executed Deeds of Dedication on terms agreed by the County Council for the entire length of the Public Right of Way to use all reasonable endeavours to enter into and complete the Deed(s) of Dedication once the entirety of the Public Right of Way is built out to a standard such that in the County Council's reasonable opinion it can be adopted and maintained at public expense in perpetuity.

**SCHEDULE 10**  
**SECTION 228 GAZETTE NOTICE**

**Highways**

**NOTICE TO UNKNOWN OWNER(S)**

**IN ADVANCE OF REQUESTING HAMPSHIRE COUNTY COUNCIL TO ADOPT THE LAND SITUATED NORTH OF THAMES DRIVE FOLLOWING THE CARRYING OUT OF STREET WORKS PURSUANT TO SECTION 228 HIGHWAYS ACT 1980**

RESIDE DEVELOPMENTS LIMITED (Company Registration Number 03425192) whose registered office is at 10 Victoria Road South, Southsea, PO5 2DA (the "Developer") hereby give notice that in connection with the residential development of land at Funtley South pursuant to planning permission P/18/0066/CU it intends to carry out street works on the land situated off north of Thames Drive shown coloured [ ] ("the [ ] Land") on the Plan together with other land in order to make up the street to an adoptable standard (A copy of the Plan has been placed and may be seen free of charge at the offices of the Developer and Hampshire County Council, The Castle, Winchester, SO23 8UJ). The [ ] Land is unregistered and a number of title investigations have been carried out but the Developer has been unable to identify any owner(s).

On completion of the street works, it is the Developer's intention to request that Hampshire County Council exercises its statutory notice procedure under Section 228 of the Highways Act 1980 ("the Act"). If no objection or challenge is raised, Hampshire County Council shall declare the Green Land an adopted highway, maintainable at the public expense for use on foot and by bicycle.

Any person who believes he/she is the owner or has any information on the ownership of the Green Land should contact Mr Cairo Nickolls of Gowling WLG Two Snowhill, Birmingham, B4 6WR, United Kingdom by [1 months notice]

DATED [ ]

The contact at Hampshire County Council in this matter is Mr J Hammond, Legal Department, The Castle, Winchester, SO23 8UJ telephone 01962 845 436, reference AJH/122062.

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

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



Authorised Signatory:

Executed as a Deed by )  
affixing the common seal of )  
HAMPSHIRE COUNTY COUNCIL )  
in the presence of: - )



Authorised signatory



EXECUTED AS A DEED by )  
ATHERFOLD INVESTMENTS LIMITED )  
By a Sole Director signing )  
in the presence of: )



KRISTIAN MARTIN & CHRISTOPHER

Name in Block Capitals LE PELLEY

Witness Signature:



Witness Name:

CLAIRE OROSCO

Witness Address:

Quay House, South Esplanade  
St Peter Port  
Guernsey, GY1 4EJ

EXECUTED AS A DEED by )  
RESIDE DEVELOPMENTS LIMITED )  
By a Sole Director signing )  
in the presence of: )



RICHARD WEST

Name in Block Capitals

Witness Signature:



Witness Name: Will McLaren - Clark

Witness Address: 28 Highland Road  
Chichester  
PO19 5QT

Executed as a Deed by affixing the common seal of

HIGHWAYS ENGLAND COMPANY LIMITED

in the presence of:

.....Director or Authorised signatory

.....Director or Company Secretary or Authorised signatory

## **APPENDIX 8 - Planning Policy Context**

## **Fareham Local Plan Part 1: Core Strategy**

**CS2: Housing Provision** seeks to deliver 3,729 new dwellings between 2006 and 2026, excluding at Welborne. The policy sets out the strategy for providing housing which includes a number of previous permissions and allocations as well as some new allocations. The policy states that priority will be given to the reuse of previously developed land within the existing urban areas and that the Annual Monitoring Report will inform the pace of housing delivery. Development will achieve a mix of different housing sizes, types and tenures.

**CS4: Green Infrastructure, Biodiversity and Geological Conservation** seeks to protect and enhance biodiversity.

**CS5: Transport Strategy and Infrastructure** seeks to deliver development in accessible locations and is permissive of development that delivers appropriate highway measures without adversely affecting the operation and safety of the highway network.

**CS6: The Development Strategy** seeks to focus development on previously developed land within urban settlement boundaries. It also restricts development which would have an adverse effect on European conservation sites.

**CS14: Development Outside Settlements** seeks to restrict built development outside settlement boundaries in order to protect the countryside and coastline.

**CS15: Sustainable Development and Climate Change** and **CS16 Natural Resources and Renewable Energy** set out the sustainable development and energy efficiency principals and requirements for new buildings and spaces, including sustainable transport measures.

**CS17: High Quality Design** requires proposals to be of high quality design drawing on urban design and sustainability principles to create quality places.

**CS18: Affordable Housing** which requires 40% affordable dwellings on developments that can accommodate 15 or more dwellings, subject to viability considerations.

**CS20: Infrastructure and Development Contributions** sets out guidance on development contributions.

**CS21: Protection and Provision of Open Space** seeks to protect existing open space and sets out requirements for open space in new developments.

## **Fareham Local Plan Part 2: Development Sites and Policies Plan**

**DSP1: Sustainable Development** reflects the presumption in favour of sustainable development contained in the National Planning Policy Framework.

**DSP2: Environmental Impact** sets out that development proposals should not, individually, or cumulatively, have a significant adverse impact, either on neighbouring development, adjoining land, or the wider environment and should provide for the satisfactory disposal of surface and waste water, and should not be detrimental to the management and protection of water resources.

**DSP6: New Residential Development Outside of the Defined Urban Settlement Boundaries** sets out a presumption against new residential development in locations outside of the Defined Urban Settlement Boundaries. Proposal should avoid the loss of significant trees, should not have an

unacceptable impact on the amenity of residents, and should not result in unacceptable environmental or ecological impacts, or detrimental impact on the character or landscape of the surrounding area.

**DSP13: Nature Conservation** states that development should protect designated sites, habitats and protected species and their habitats, and should not fragment biodiversity networks. Proposals resulting in detrimental impacts to the above shall only be granted where the planning authority is satisfied that impacts are outweighed by the need for, and benefits of, the development and that adverse impacts can be minimised and provision made for mitigation and, where necessary, compensation for adverse impacts.

**DSP 15: Recreational Disturbance on the Solent Special Protection Areas** seeks to protect designated European ecological sites, including the Special Protection Areas (SPA) of the Solent coastline, from increased recreational disturbance as a result of new housing development.

**DSP38: Local Shops** is permissive of new local shops within the urban area, and in areas of new development to meet the day-to-day shopping needs of the immediate locality provided that they are of appropriate scale.

**DSP40: Housing Allocations** allocates land for housing development, and also sets out criteria where housing development would be permissible in the absence of a demonstrable five-year housing land supply. The criteria are set out below:

- (i) The proposal is relative in scale to the demonstrated 5-year housing land supply shortfall;
- (ii) The proposal is sustainably located adjacent to, and well related to, the existing urban settlement boundaries, and can be well integrated with the neighbouring settlement;
- (iii) The proposal is sensitively designed to reflect the character of the neighbouring settlement and to minimise any adverse impact on the Countryside and, if relevant, the Strategic Gaps
- (iv) It can be demonstrated that the proposal is deliverable in the short term; and
- (v) The proposal would not have any unacceptable environmental, amenity or traffic implications.

**Policy DSP52: Community Facilities** sets out that proposals for new or extended community facilities will be permitted on sites within the settlement boundaries provided they meet the following criteria: compatible with the character of the site and its surroundings, well-related to the built form; accessible by a variety of modes of transport; the amount of traffic generated by the proposal could be accommodated on the local highway network without harming road safety; not be detrimental to the amenity of neighbouring residents and a need for the facility has been established.

26 March 2021  
**Delivered by email**

Ref: RESS3014

Richard Wright  
Fareham Borough Council  
Civic Offices  
Hampshire  
PO16 7AZ

Dear Richard,

## **LAND SOUTH OF FUNTLEY ROAD, FUNTLEY**

On behalf of Reside Homes, I am writing to confirm our client's proposed Section 106 Planning Obligations and to provide further clarification on the overall benefits of the scheme in relation to the current proposal for 125 units on land south of Funtley Road, Funtley, (planning reference P/20/1168/OA).

### **Housing Need and the presumption in favour of sustainable development**

In November / December 2020, the Council consulted on the Publication Local Plan, with housing need being based on the Government's emerging revised standard methodology at that time. Two days before the consultation closed, the Government confirmed the use of the existing standard methodology rather than the revised version. The consequence of this is that the Council must now revisit the housing requirements in the Local Plan and the proposed sites required to meet this higher number. The Borough's annual housing need was confirmed as 508 homes per year, as opposed to the figure of 403 homes per year that the Publication Local Plan was based upon. On 25<sup>th</sup> March 2021, the Government released new affordability ratios for all Local Authorities in England. These new ratios alter the scale of the affordability uplift applied to the baseline at the second step of the standard method, before the resultant figure is capped. The Council's annual housing need, based on their updated affordability ratio, is now 540 homes per year, an additional 38 homes per year.

The result of this is the need to find an additional circa 2,700 homes over the plan period. This additional requirement will also have impacts on any proposed landscape designations and the proposed strategic gaps.

The Council's Executive Leader confirmed on 1<sup>st</sup> February 2021, that *'amendments to the Local Plan Review may be put forward both in light of the Government announcement on housing need but also the responses we have received to this consultation and the Council will carefully consider alterations in order to add greater certainty to the plan being found sound at examination'*.

6th Floor North  
2 Charlotte Place  
Southampton  
SO14 0TB

T 023 8072 4888 [turley.co.uk](http://turley.co.uk)

In February 2021, the Housing Delivery Test (HDT) results were published. The HDT confirmed that the Council had only delivered 79% of the homes that were needed during the plan period. As such, the Council will be required to add a 20% buffer to the five-year housing land supply and prepare a Housing Delivery Action Plan over the next 6 months. A presentation was given to the Members of the Planning and Development Scrutiny Panel in February 2021, explaining the implications of the outcome of the HDT. The presentation confirmed that only 285 homes were built in the Borough last year, of which only 27 were affordable. It is clear that the council are seriously struggling to deliver their housing requirement and, without an updated plan in place, this is unlikely to improve any time soon.

As set out in the Planning Statement, submitted in support of the application, it is acknowledged that the Council is unable to demonstrate a deliverable five-year housing land supply.

Consequently, the policies relating to the supply of housing (i.e. CS2, CS6 and CS14) should be considered out of date and the approach set out in paragraph 11(d) of the NPPF (2019) is engaged. There is no restriction imposed on the proposal as a result of paragraph 11(d)(i) of the Framework, as nutrient neutrality will be achieved and as such, there is no clear reason for refusing the development due to its impact on habitats sites.

Consequently, national and local planning policy indicates that the 'presumption in favour of sustainable development' (i.e. the 'tilted balance') as set out in paragraph 11(d)(ii) should be applied in this case and that planning permission should be granted unless any *adverse impacts* of doing so would *significantly and demonstrably* outweigh the benefits, when assessed against the policies of the NPPF as a whole (Turley emphasis).

As we set out below, the proposal offers a number of major benefits and would result in sustainable development in accordance with the Framework. Through the consultation process there have been no adverse impacts of granting permission identified by the Council which would significantly or demonstrably outweigh these benefits. It is important to note that the only designation affecting this site and the proposed scheme is the site's location in the Countryside. However, Policy DSP40 specifically allows for development to take place in the Countryside, where there is a demonstrated shortfall in the council's 5YHLS, as is the situation here. These benefits of the scheme are set out within the Planning Statement, submitted in support of the application. A summary of the key benefits are set out below.

Of course, it is highly material that the principle of development at this site has been established with the granting of outline consent (planning reference P/18/0067/OA) in September 2020.

Although no weight can be given to the emerging Local Plan at this time, for the reasons set out above, this site has however been included as a draft allocation in all versions of the draft Plan. This indicates the Council's support for the development of this site in principle. Our clients have repeatedly stated (and consistently promoted the site for circa 120 homes) that the site can acceptably yield more than 55 dwellings, and has noted on numerous occasions that the Council has failed to provide any substantive evidence as to how it came to that figure. Conversely, our client has undertaken significant work, as set out in this application, which demonstrates how a higher quantum of development can be satisfactorily accommodated on this site.

## **SCHEME BENEFITS**

### **Affordable Housing and provision of market housing**

The proposed development will deliver affordable housing fully in accordance with the policy requirement of 40%. On this basis, and applying the capacity of up to 125 dwellings, the proposal is

capable of delivering 50 affordable dwellings. Between 2019/2020, only 27 affordable homes were built across the whole of the Borough, this therefore represents a major provision of this much needed tenure.

The provision of both market and affordable housing should be given significant weight in the decision making process, given the Council's poor performance in delivering homes, including affordable homes.

## **Self-Build Homes**

The application sets out provision for 6 self-build units, which will assist the Council in meeting its obligation with regard to meeting the needs of those who wish to develop their own homes. The provision of self-build housing is a further significant benefit of the proposal. Given the current waiting list, the provision of these plots should be given significant weight.

## **Highways**

In terms of highways, the proposed scheme comprises of the following key features:

- The applicant has confirmed their agreement to provide a suitable layout to enable a bus to suitably access the site and turn, inclusive of bus stop facilities in an appropriate location(s). The route and turning provision within the site can be discussed in more detail as part of any reserved matters planning application;
- The facilities on-site can be secured via the Section 106 agreement, which would require the layout and turning facilities appropriate to serve the bus route to be provided at an agreed point in time;
- An amended 'Site Access Junction' drawing (Reference 1908016-01B) has been prepared which shows a 6.75 metre wide access road at its junction with Funtley Road. This is to ensure that the bus can access the site;
- Currently the route 20 bus service passes along Kiln Road and Thames Chase to the south of the M27 motorway. The lack of any suitable turning facilities within Funtley has left Funtley without any dedicated bus provision since early 2020. Securing a suitable turning facility within the site would allow the existing route to be redirected back via Funtley, as per the arrangement pre 2020;
- The development will secure provision of a pedestrian and cycle public right of way through the site from Funtley Road (north) to Thames Drive (south); associated works to upgrade the bridge over the M27 motorway (including structural survey) and a commuted sum for future maintenance;
- Footway improvements can be secured on Funtley Road via vegetation clearance within highway land;
- The development proposes additional footway links on Funtley Road to improve access from the site to the wider footway network;
- Fareham railway station is located within cycle distance of the site, providing links to Southampton, Portsmouth, Brighton, London Victoria and London Waterloo;

- Car and cycle parking for the development will be provided in accordance with the Fareham Residential Parking Standards SPD, with numbers and layout to be confirmed at the reserved matters stage;
- Servicing will be undertaken within the site, with the site able to accommodate the movements of a refuse vehicle entering and leaving the site in a forward gear;
- The development would generate additional vehicular trips in the morning and evening peak hours, equivalent to less than two vehicles every minute;
- To secure submission and implementation of a Travel Plan;
- The provision of a £150 voucher per household for the purchase of a bicycle;
- The provision of a £50 voucher per household for bus travel. Tickets could be purchased for the revised service that will pass through the development site;
- To secure a financial contribution towards the production of school travel plans in the area; and
- To secure a financial contribution toward the revision of the existing traffic regulation order (TRO) to allow the speed limit restrictions on Funtley Road to be amended (£5,000).

Overall, this package of works and provision should be given significant weight.

### **Provision of a Shop/Community Hall**

The proposed development proposes the inclusion of a new shop/community facility within the scheme. The location of this is shown on the parameter plan and is included with the development description.

As with the previously approved scheme, a Section 106 Agreement will be entered into, to secure details of the delivery of the shop/community building, the transfer of land (0.1 hectares in size) on application site. The provision will be in accordance with the Heads set out further below in this letter. It is proposed the full clauses of the provision is a direct copy of the provision set out in the 55-dwelling scheme s.106 agreement.

Overall, this facility should be given significant weight.

### **Public Open Space (Community Park)**

The proposal provides an opportunity to provide a significant quantum of additional public open space through provision of a new community park, formal village green and amenity space that will assist in addressing the identified open space deficiency in this settlement area. A new and Locally Equipped Area of Play is also proposed.

This new open space and community park will, through the provision of the new footpath/cycle link across the M27, also be accessible to those residents to south of the motorway, where there is identified severe shortfall in Parks and Amenity open space.

Provision of open space is significantly above that required by the Council's adopted SPD, and above that being sought by the emerging policy. This, together with the proposed new play space, is a considerable benefit weighing in favour of granting planning permission.

A Section 106 Agreement will be entered into, for the provision of, laying out and transfer of the community park land to Fareham Borough Council and a financial contribution towards the associated ongoing maintenance costs of operating the community park.

The Section 106 Agreement will also secure the on-site provision of public open space including local equipped area of play (LEAP) in accordance with the Council's adopted Planning Obligations SPD, a financial contribution towards associated maintenance costs and transfer of the public open space to Fareham Borough Council.

Overall, given the severe shortage of open space locally, this provision should be given significant weight.

## **Nitrate Mitigation**

The development proposals (125 units) give rise to a nitrogen budget 67.3 kg/N which needs to be mitigated against. The open space (Community Park) associated with the development proposals forms a key part of the required mitigation and this is discussed below.

Under the current Natural England guidance, development associated with planning application P/17/1135/OA would in fact require 2.29ha of the community park. This leaves 5.14ha of the community park available, which equates to a credit of 41.12 kg/N based on the nitrogen load cited for lowland grazing (current use) and the proposed use as open space. This therefore leaves 26.2 kg/N to be mitigated.

The applicant has an agreement with the Warnford Estate and its proposal for reducing nitrogen across the estate. This program of work will create 'nitrogen credits', which can be used to offset the impact of nitrogen on a development site, to ensure nitrogen neutrality. The Warnford Estate is transforming current agricultural uses to new uses where nitrogen is no longer used, including tree planting and other habitat creation.

This scheme has been designed in close consultation with, and has the full support of, Natural England, The South Downs National Park Authority and The Forestry Commission.

It is proposed that the measures required to mitigate the Nitrogen budget associated with the development proposals will be delivered at the Warnford Estate.

As requested, we will confirm in writing Resides agreement with the Warnford Estate and the precise location of the parcel of land that will be allocated to this scheme (at Warnford Estate), to be used within the Section 106 Agreement. This proposal is supported by a Nitrate Budget and appropriate mitigation which demonstrates that nutrient neutrality will be achieved.

As such, and for clarity, paragraph 11(d)(i) of the Framework is not applicable in this instance as the evidence supporting this application demonstrates that the impact on habitat sites in the Solent will be mitigated and consequently there is no "clear reason for refusing the development proposed."

## **Solent Recreation Mitigation Strategy**

A financial contribution towards the Solent Recreation Mitigation Partnership (SRMP) will be secured through a Section 106 Agreement, in order to mitigate the 'in combination' effects that an increase in residential units on the site would cause through increased recreational disturbance on the Solent Coastal Special Protection Areas.

## Education

A Financial contribution will be secured through a S106 Agreement towards education provision. The applicant is currently in negotiations with Hampshire County Council on the total figure.

## Sustainability

The proposed scheme will incorporate a range of measures to reduce carbon emissions, mitigating the effects of climate change, and adaptation measures to ensure the long-term resilience of the development to the effects of climate change. As a result of climate change, summer maximum temperatures are predicted to increase; during the design of the proposed development, a number of passive design measures will be considered.

The Sustainability Statement submitted in support of the application has highlighted that solar photovoltaics may be suitable for the proposed development. This will be confirmed at detailed stage and through a planning condition.

The proposed development will also aim to provide electric vehicle charging points for approximately 10% of homes. As a result of the energy measures, it is anticipated the development will exceed the requirements of the 2013 Building Regulations through a range of passive and active energy efficiency measures.

Overall, this provision should be given moderate weight.

## Economic benefits

The proposed scheme represents an opportunity to support private sector investment into the local economy of Fareham Borough. The scheme will also deliver new homes and create a range of direct, indirect and induced economic impacts in the local area that are both quantifiable and non-quantifiable.

Some of the quantifiable economic impacts of the proposed development include:

- Injection of private sector investment into the Borough;
- Creating around 124 construction jobs;
- Creating 151 supply chain jobs supported over the 3 year build period;
- Helping to deliver a boost to the local economy through 'first occupation expenditure' of £688,000 on goods and services, a proportion of which will be retained locally;
- Generating £1.5 million of additional resident expenditure in shops and services, of which £626,900 will be net to local businesses within Fareham Borough. This increased expenditure will also support 16 jobs in the local area
- Delivering £216,000 of net additional Council Tax receipts per annum once the scheme is built-out and occupied, and in the region of £905,000 of New Homes Bonus payments over a four year

period(i.e. albeit profiled to reflect the build period for the development scheme). In addition, around £8,000 of business rates could be retained by the local authority per annum; and

- Providing circa £1.3m in planning contributions towards community infrastructure/services.

This demonstrates the scheme's strong delivery of one of the three key tenets of sustainability as set out in the NPPF. As such, this should be given moderate weight.

## Section 106 Obligations

As set out above, the applicant is prepared to enter into a Section 106 Agreement with the Local Planning Authority to secure the affordable housing provision and any reasonable and necessary contributions towards infrastructure due to the impacts arising from the proposed development of the site. The exact details and requirements will be a matter for negotiation during the application process.

The proposed draft Heads of Terms are therefore currently as follows:

- a) To secure the delivery of 40% of the permitted dwellings as affordable housing;
- b) To secure six of the permitted dwellings as custom-built properties;
- c) To secure the layout and turning facilities appropriate to serve the bus route through the site;
- d) To secure provision of a pedestrian and cycle public right of way through the site from Funtley Road (north) to Thames Drive (south);
- e) To secure provision of, laying out (including provision of capital equipment required to establish the park) and transfer of community park land to Fareham Borough Council and a financial contribution towards the associated ongoing maintenance costs of operating the community park;
- f) To secure the on-site provision of public open space including local equipped area of play (LEAP) in accordance with the Council's adopted Planning Obligations SPD, a financial contribution towards associated maintenance costs and transfer of the public open space to Fareham Borough Council;
- g) To secure a financial contribution towards the Solent Recreation Mitigation Partnership (SRMP) in order to mitigate the 'in combination' effects that an increase in residential units on the site would cause through increased recreational disturbance on the Solent Coastal Special Protection Areas;
- h) To secure an education contribution;
- i) To secure a financial contribution towards the revision of the existing traffic regulation order (TRO) to allow the speed limit restrictions on Funtley Road to be amended (£5,000);
- j) To secure submission and implementation of travel plan;
- k) To secure details of the delivery of the shop/community building (of between 50-250sq.m), the transfer of land 0.1 hectares in size on application site. Any shop shall not exceed 150sq.m. Provision of the facility shall follow the following broad cascade:

- Provision of the facility by the developer/willing operator;
- Provision of the facility by the council with development funding on a pro-rata basis of £2,000 per sq. m of community use floorspace (to a maximum of £500,000);
- Where the facility is not provided on the site either in full or the full 250sq.m is not provided a prorated contribution will be made for the provision or improvement of community use facilities in Funtley.
- It is proposed that the s.106 clauses for the 55 -dwelling scheme is reused in full.

l) Travel Plan;

m) S278 off-site highway works; and

n) Nitrogen mitigation package.

## **Conclusion**

The site already has a planning permission for 55 homes and is a proposed allocation in the emerging Local Plan Review. The site is located in the Countryside, where the adopted plan allows for development in circumstances where there a 5YHLS is not demonstrated (Policy DSP40) and is not affected by any other planning or environmental designations.

In line with national policy, there are no identified adverse impacts that would significantly and demonstrably outweigh the considerable benefits of the proposal as set out above.

The site is therefore considered to meet the requirements of paragraph 11 of the NPPF, and planning permission for the proposal should be granted accordingly without further delay.

Yours sincerely

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