

Dated:

2021

**DUNLEY ESTATE LIMITED**  
**and**  
**PERSIMMON HOMES LIMITED**  
**to**  
**FAREHAM BOROUGH COUNCIL**  
**and**  
**HAMPSHIRE COUNTY COUNCIL**

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**UNILATERAL UNDERTAKING**

pursuant to Section 106 of the Town and Country  
Planning Act 1990 and other powers relating to  
land to the east of Crofton Cemetery and west of  
Peak Lane, Stubbington

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**Southampton & Fareham Legal Services Partnership**  
**Southampton City Council**  
**Civic Offices**  
**Southampton**  
**SO14 7LY**

**Ref: ENV-037516**

**BY:**

- (1) **DUNLEY ESTATE LIMITED** (Company Registration No 463118) whose registered address is at Dunley Park, Dunley, Whitchurch, RG28 7TU (“the Owner”); and
- (2) **PERSIMMON HOMES LIMITED** (Company Registration No 04108747) whose registered address is at Persimmon House, Fulford, York, YO19 4FE (“the Appellant”)

**TO:**

- (3) **FAREHAM BOROUGH COUNCIL** of Civic Offices, Civic Way, Fareham, Hampshire, PO16 7AZ (“the Borough Council”); and
- (4) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ (“the County Council”).

**RECITALS**

- A The Borough Council and the County Council are the local planning authorities for the purposes of the Act for the area in which the Land is situated.
- B The County Council is the local highway authority (save in respect of trunk roads and special roads) for the purposes of the 1980 Act and the education authority for the area in which the Land is situated.
- C The Owner is the freehold owner of the Land registered with title absolute at HM Land Registry under Title Number HP701497.
- D The Appellant submitted the Application to the Borough Council which was refused by notice dated 18 February 2021.
- E The Appellant has submitted the Appeal to the Secretary of State.
- F The Owner and the Developer enter into this Deed to give the following obligations in the manner hereinafter appearing.
- G The Owner and the Appellant undertake that the Development shall be carried out only in accordance with the Permission.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1 DEFINITIONS**

- 1.1 In addition to the definitions set out below, a series of specific definitions are included in each of the Schedules to this Deed giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in the Schedules shall apply throughout this Deed where the relevant terms and expressions are used.
- 1.2 In this Deed the following expressions shall have the meanings indicated:

“1980 Act”	The Highways Act 1980
“Act”	The Town and Country Planning Act 1990 (as amended)

“Appeal”	The appeal submitted to the Secretary of State against the refusal of the Application by the Borough Council and given reference number APP/A1720/W/21/3275237
“Application”	The application for planning permission allocated reference number P/20/0522/FP for development comprising 206 dwellings, access road from Peak Lane maintaining link to Oakcroft Lane, stopping up of a section of Oakcroft Lane (from old Peak Lane to access road), with car parking, landscaping, substation, public open space and associated works.
“Borough Council’s Legal Costs”	The Borough Council’s legal costs in connection with the preparation and completion of this Deed
“Commence”	The carrying out of a “material operation” (as defined in section 56(4) of the Act) in connection with the Development save that 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 shall not be included (and “Commencement” and “Commenced” shall be construed accordingly)
“Completed”	Practically complete save for minor snagging items such that it is reasonably fit for occupation (and “Complete” and “Completion” shall have the same meaning)
“Contributions”	Any one or number of the financial contributions required to be made pursuant to this Deed, each of which shall be Index Linked
“County Council’s Costs”	The County Council’s technical and legal costs in connection with the preparation and completion of this Deed
“Decision Letter”	The decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed
“Deed”	This undertaking made by deed
“Development”	The development of the Land in accordance with the Permission
“Enabling Powers”	Section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed
“Index Linked”	For the purposes of Schedule One means adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published before the date of the resolution to grant planning permission and whose numerator shall be the last published (whether provisional or not) Inflationary Index monthly figure available before the date

	<p>on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure; and</p> <p>for the purposes of the Solent Recreation Mitigation Strategy Contribution in Schedule Four means adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published before 1 April 2021 and whose numerator shall be the last published (whether provisional or not) Inflationary Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure;</p> <p>for the purposes of the Education Contribution in Schedule Three means adjusted from the base date of 4Q2018 price base (BCIS All-in TPI Index 322) to the index most recently published before date of each payment;</p> <p>for the purposes of the School Travel Plan Contribution in Schedule Three means adjusted in accordance with the Inflationary Index from the date of this Deed to the date of payment; and</p> <p>for the purposes of any other payment or financial contribution due under this Deed means adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published (whether provisional or not) before the date of this Deed and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure</p>
“Inflationary Index”	The Retail Prices Index all items excluding mortgage interest payments (RPIX) issued by the Office for National Statistics during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council or County Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation
“Interest”	Means interest at 4 per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
“the Land”	The land known as land east of Crofton Cemetery and west of Peak Lane shown for identification purposes only edged with a red line on Plan 1
“Occupation”	Occupation for the purposes permitted by the 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 and “Occupy” and “Occupied” shall be construed accordingly



“Open Market Units”	the Residential Units which are general market housing for sale or rent on the open market and which are not Affordable Housing Units (as defined in Schedule Two)
“Plan 1”	The plan annexed hereto and marked “Plan 1” showing the Land edged red
“Planning Inspector”	The planning inspector appointed by the Secretary of State to determine the Appeal
“Permission”	The full planning permission subject to conditions to be granted pursuant to the Appeal
“Residential Units”	Individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include Affordable Housing Units (as defined in Schedule Two), houses and flats as appropriate)
“Statutory Undertakers”	Organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies
“Use”	Use of the Development for the purposes for which the Permission has been granted
“Working Day(s)”	Days on which banks in the City of London are open to the public

## 2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 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.
- 2.4 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.
- 2.5 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 Borough Council and the County Council the successors to their respective statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

## 3 STATUTORY AUTHORITY

- 3.1 This Deed is made pursuant to Section 106 of the Act and the Enabling Powers.

- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Borough Council and County Council as local planning authorities against the Owner, their successors in title and any person deriving title in the Land or any part of it from the Owner.

#### **4 EFFECT OF THE UNDERTAKING**

- 4.1 The obligations contained in this Deed are conditional upon the Secretary of State (through his Planning Inspector or otherwise) granting the Permission PROVIDED THAT if the Secretary of State or his Planning Inspector expressly states in the Decision Letter that a particular obligation contained in this Deed does not satisfy the tests of Regulation 122 of the Community Infrastructure Levy Regulations 2010 then such obligation shall not be enforceable by the Borough Council or the County Council.
- 4.2 This Deed takes effect on the date hereof provided that the covenants in clause 5.1 shall not take effect until the grant of the Permission.

#### **5 THE OWNER'S COVENANTS**

- 5.1 The Owner hereby covenants with the Borough Council and the County Council that it will observe and perform the covenants on its part contained in Schedules One to Five (inclusive).

#### **6 RELEASE AND LAPSE**

- 6.1 It is hereby agreed that the Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of their respective interests in the Land.
- 6.2 It is further agreed that this Deed shall lapse and be of no further effect if:
- 6.2.1 the Permission shall lapse without having been Commenced; or
  - 6.2.2 the Permission shall be varied or revoked other than with the consent of the Owner; or
  - 6.2.3 the Permission is quashed following a successful legal challenge.
- 6.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.4 This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.
- 6.5 No obligation contained in this Deed shall be binding on any freehold or leasehold owners or occupiers of individual Residential Units, constructed pursuant to the Permission (or their respective mortgagees) or their successors in title save in respect of any restriction on Occupation of such Residential Unit and (save for paragraphs 1.5 and 1.9 to 1.13 inclusive of Schedule Two) against a HARP (as defined in Schedule Two).

#### **7 LOCAL LAND CHARGE**

- 7.1 This Deed is a local land charge and is given on the basis that it shall be registered as such by the Borough Council.

- 7.2 Upon the full compliance with any terms of this Deed the Owner and/or the Appellant may request that the Borough Council procure that this is noted in the register of local land charges relating to it as soon as reasonably practicable.

## **8 DUTY TO ACT REASONABLY**

- 8.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

## **9 NO FETTER ON DISCRETION OR WAIVER**

- 9.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 9.2 No waiver (whether expressed or implied) by the Borough Council or the County Council 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 Borough Council or County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

## **10 COVENANT AS TO TITLE**

- 10.1 The Owner hereby covenants with the Borough Council and the County Council that no person other than the parties to this Deed has any interest in the Land for the purposes of section 106 of the Act.

## **11 SEVERABILITY**

- 11.1 It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

## **12 THE BOROUGH COUNCIL AND COUNTY COUNCIL'S COSTS AND MONITORING FEES**

- 12.1 The Appellant hereby covenants with the Borough Council that it will on or before the date of this Deed pay the Borough Council's Legal Costs.
- 12.2 The Appellant hereby covenants with the County Council that it will on or before the date of this Deed pay the County Council's Costs.
- 12.3 The Appellant hereby covenants that it will on or before the date of this Deed pay to the County Council the sum of FOUR THOUSAND FIVE HUNDRED POUNDS (£4,500) by way of fees for the monitoring of the obligations to the County Council under this Deed

## **13 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

- 13.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the Borough Council without the consent of any such third party.

## **14 NOTIFICATION OF COMMENCEMENT/OCCUPATION**

- 14.1 The Owner and the Appellant each covenant with the Borough Council and/or with the County Council as the case may be that they will:

- 14.1.1 notify the Borough Council and the County Council in writing of the date of Commencement of the Development within five Working Days of it occurring; and
- 14.1.2 notify the Borough Council (and the County Council where appropriate) in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring;
- 14.1.3 notify the County Council in writing within five Working days of Occupation of the 29<sup>th</sup> (twenty ninth) Residential Unit;
- 14.1.4 notify the Borough Council in writing of the date of Occupation for the first time of Occupation of 50 (fifty) Residential Units within five Working Days of it occurring;
- 14.1.5 notify the County Council in writing within five Working Days of Occupation of the 74<sup>th</sup> (seventy fourth) Residential Unit;
- 14.1.6 notify the Borough Council in writing of the date of Occupation for the first time of 50% of the Residential Units;
- 14.1.7 notify the Borough Council in writing of the date of Occupation for the first time of Occupation of 90 (ninety) Open Market Units within five Working Days of it occurring;
- 14.1.8 notify the Borough Council in writing of the date of Occupation for the first time of the penultimate Open Market Unit within five Working Days of it occurring; and
- 14.1.9 pay to the Borough Council and/or to the County Council upon written demand its or their reasonable fees for additional monitoring caused by the Owner's or Appellant's non-compliance with 14.1.1 to 14.1.8.

## **15 NOTICES**

- 15.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or by email in the following manner:
  - 15.1.1 on the Borough Council at the address shown above or by email to [devcontrol@fareham.gov.uk](mailto:devcontrol@fareham.gov.uk) marked "for the attention of the Head of Development Management" and bearing the reference "s106-P/20/0522/FP";
  - 15.1.2 on the County Council at the address as detailed above marked for the attention of the Head of Legal and bearing the reference HLS/139768/CMR;
  - 15.1.2 on the Owner at the address as detailed above or as notified by the Owner in writing to the Borough Council; and
  - 15.1.3 on the Appellant to the Land and Planning Director at the address as detailed above or as notified by the Appellant in writing to the Borough Council.

## **16 INDEX LINKING**

- 16.1 Each and every one of the Contributions which are to be paid under the terms of this Deed shall be Index Linked.

## **17 PAYMENT OF THE CONTRIBUTIONS**

- 17.1 The Owner must pay the Contributions to the Borough Council and/or the County Council by either:
  - 17.1.1 cheque made payable to Fareham Borough Council or Hampshire County Council as appropriate; or
  - 17.1.2 by BACS or telegraphic transfer.

17.2 All payments must state the Application reference number and the address to which this Deed relates.

17.3 Payment by cheque shall be sent to the Borough Council or the County Council in accordance with the details set out in clause 17.1 identifying the obligation to which the payment relates.

## **18 INTEREST ON LATE PAYMENTS**

18.1 Any amount due from the Owner or the Appellant under this Deed which is not paid on the due date shall be payable with Interest.

## **19 MORTGAGEE CLAUSE**

19.1 Notwithstanding clause 3.2, no obligation in this Deed shall be binding on or enforceable against any other chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates

## **20 NOTIFICATION OF SUCCESSORS IN TITLE**

20.1 The Owner and the Appellant covenants with the Borough Council and the County Council that they will give immediate written notice to the Borough Council and County Council of any change of ownership of the Land if at such time the obligations contained within this Deed have not fully 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 Land or unit of occupation purchased by reference to a plan.

## **21 VAT**

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

## **22 DISPUTE RESOLUTION**

22.1 Where it is provided in this Deed that a matter is to be approved (or another cognate expression is used) by the Borough Council or County Council and such approval has been refused or given conditionally in accordance with the provisions of this Deed and the Owner wishes to dispute such refusal or conditions, then the Owner may notify the Borough Council or County Council as appropriate that the matter is in dispute and:

22.1.1 the parties to the dispute shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 Working Days of receipt of notice that a matter is in dispute;

22.1.2 if after a further 5 Working Days the parties are unable to resolve the dispute amicably pursuant to clause 22.1.1, one party may serve notice on the other party or parties (as the case may be) to the dispute of their intention to refer the dispute in accordance with clause 22.2 specifying in such notice:

22.1.2.1 the nature, basis and brief description of the dispute; and

22.1.2.2 the clause or paragraph of this Deed pursuant to which the dispute has arisen; and

- 22.1.2.3 a written request to concur as to the appropriateness of the professional qualifications of the person (or body) they propose to be appointed pursuant to clause 22.2.
- 22.2 Any such dispute or difference notified pursuant to clause 22.1.2 shall be referred to an independent and suitable person holding appropriate professional qualifications, in light of the subject matter 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.
- 22.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 22.2 or as to the appropriateness of the professional body within 10 Working Days after any party has given the other parties to the dispute or difference a written request to concur as to the appropriateness of the professional qualifications of the person (or body) to be appointed pursuant to clause 22.2 then such question may be referred by any party to the president for the time being of the Law Society for him to appoint a solicitor to determine the appropriate professional body or person to resolve 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.
- 22.4 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after he has received any final written representation pursuant to clause 22.5.
- 22.5 The expert shall be required to give notice to any of the said parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other parties will be entitled to make a counter written submission within a further 10 Working Days.
- 22.6 Nothing in this clause 22 shall be taken to fetter the ability of the Borough Council or County Council to carry out its statutory functions as local planning authority with power to enforce any breach of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Development.


## **23 JURISDICTION**

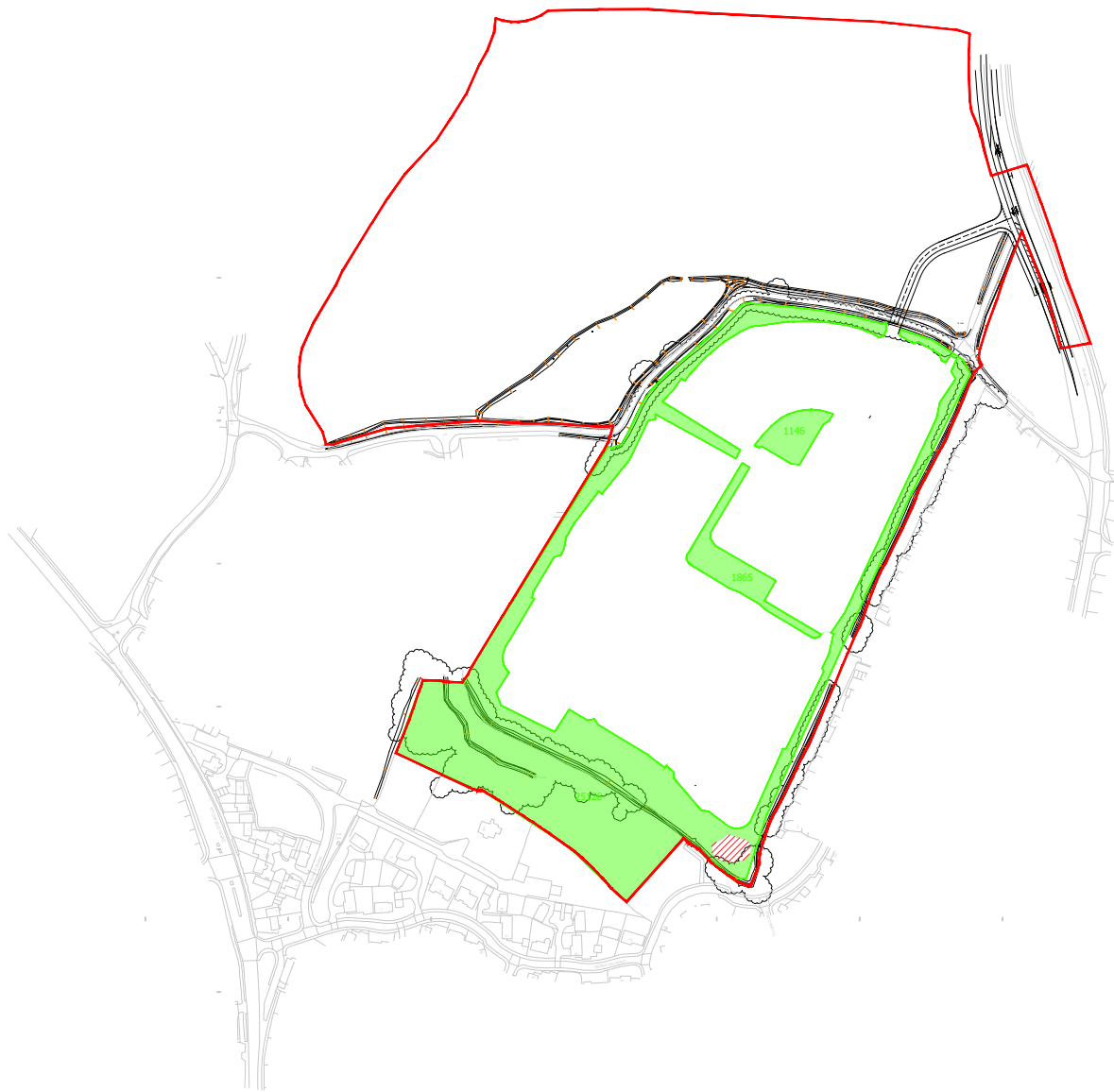
- 23.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.


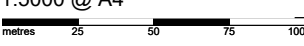
## **24 DELIVERY**

- 24.1 This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

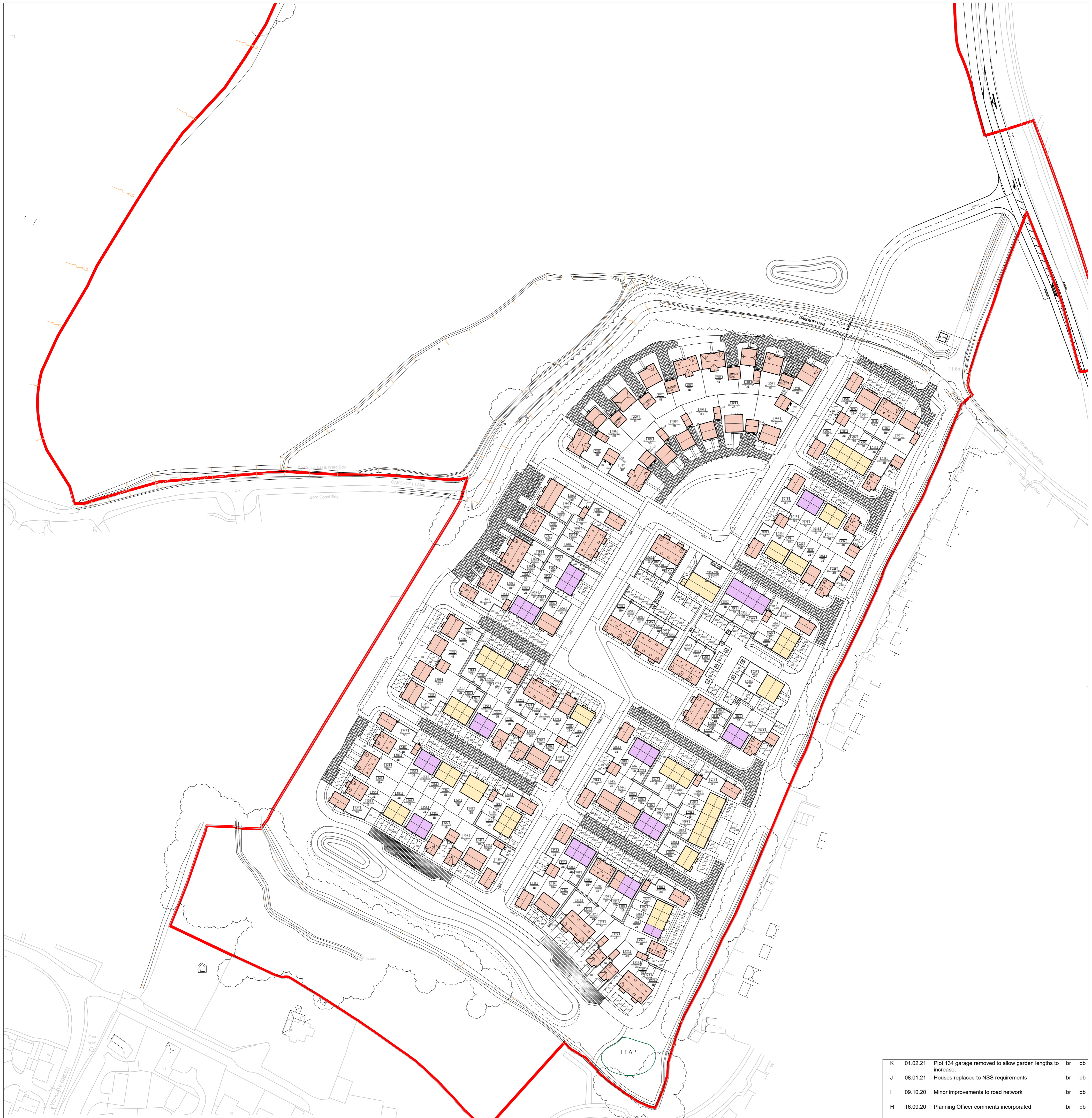


Drawing Title <b>S106 - Plan 1</b>	Job No 220	Drawing No S106 - P1	Rev -	Rev	Date	Revision Details	Dr	Ch
	Drawn br	Checked db	Date 13.02.19	 <b>PERSIMMON</b> Together, we make a home				
Job Title <b>Oakcroft Lane, Stubington</b>	Scale 1:5000 @ A4 metres 25 50 75 100	Status <b>APPROVAL</b>						



Drawing Title <b>Open Space Plan 3</b>	Job No 220	Drawing No S106 - P3	Rev -	Rev Date Revision Details	Dr Ch
	Drawn br	Checked db	Date 13.02.19	 <b>PERSIMMON</b> Together, we make a home	
Job Title <b>Oakcroft Lane, Stubbington</b>	Scale 1:5000 @ A4 	Status <b>APPROVAL</b>			





**Schedule of Accommodation**

Private						
House Type	Beds	GIA (sq/ft)	Storeys	No.	Total (sq/ft)	Mix
Haldon	2	772	2	1	772	20.2%
Hanbury	2+	761	2	21	15,981	
Dalby	3	920	2	3	2,760	
Windermere	3	970	2.5	20	19,400	55.0%
Carlton	3	980	2.5	16	15,680	
Sherwood	3	968	2	4	3,872	
Chamwood	3	1012	2	17	17,204	
Whinfell	3+	1188	2	16	19,008	
Greenwood Cnr	4	1221	2.5	4	4,884	24.8%
Greenwood	4	1221	2.5	4	4,884	
Whiteleaf	4	1259	2	3	3,777	
<b>Sub Total:</b>				<b>109</b>	<b>108,222</b>	

Private						
House Type	Beds	GIA (sq/ft)	Storeys	No.	Total (sq/ft)	Mix
Knightsbridge	3	1202	2	5	6,010	33.3%
Marlborough	4	1513	2	3	4,539	
Marylebone	4	1623	2	3	4,869	66.7%
Bond	4	1843	2	4	7,372	
<b>Sub Total:</b>				<b>15</b>	<b>22,790</b>	
<b>Private Total</b>				<b>124</b>		<b>60.2%</b>

Shared Ownership						
House Type	Beds	GIA (sq/ft)	Storeys	No.	Total (sq/ft)	Mix
Haldon	2	772	2	18	13,896	56.3%
Rendlesham	3	923	2	14	12,922	43.8%
<b>Sub Total:</b>				<b>32</b>	<b>26,818</b>	<b>15.5%</b>
<b>Affordable Mix:</b>						<b>39.0%</b>

Affordable Rented						
House Type	Beds	GIA (sq/ft)	Storeys	No.	Total (sq/ft)	Mix
1BF	1	549	1	4	2,196	8.0%
Haldon	2	772	2	16	12,352	32.0%
Hanbury	2+	761	2	8	6,088	16.0%
Rendlesham	3	923	2	18	16,614	36.0%
4BH	4	1084	2	4	4,336	8.0%
<b>Sub Total:</b>				<b>50</b>	<b>41,586</b>	<b>24.3%</b>
<b>Affordable Mix:</b>						<b>61.0%</b>

<b>Affordable Housing Sub Total:</b>	<b>No.</b>	<b>Total (sq/ft)</b>	<b>Mix</b>
(Discount Market / Shared Ownership / Affordable Rented)	<b>82</b>	<b>68,404</b>	<b>39.8%</b>

<b>Overall Site Total:</b>	<b>Plots</b>	<b>Total (sq/ft)</b>
	<b>206</b>	<b>199,416</b>

Rev	Date	Revision Details	Dr	Ch
K	01.02.21	Plot 134 garage removed to allow garden lengths to increase.	br	db
J	08.01.21	Houses replaced to NSS requirements	br	db
I	09.10.20	Minor improvements to road network	br	db
H	16.09.20	Planning Officer comments incorporated	br	db
G	09.09.20	Visitor Spaces widened to 2.4	br	db
F	09.07.20	Plot 107 tenure changed to Shared Ownership	br	db
E	22.04.20	Bypass junction amended	br	db
D	25.02.20	see planning cover note	br	db
C	20.09.19	see planning cover note	br	db
B	22.07.19	see planning cover note dated 23 July	br	db
A	14.05.19	4.2m roads widened to 4.8m and 3.6m parking spaces identified	br	db



- Key
- Private
  - Shared
  - Rented
  - Allocated parking
  - 42 Visitor parking spaces
  - Garden access
  - Keirside bin collection

Job Title  
**Oakcroft Lane, Stubbington**

Drawing Title  
**Tenure Plan**

Job No <b>220</b>	Drawing No <b>A-02-010-TP</b>	Rev <b>K</b>
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Drawn <b>BR</b>	Checked <b>DB</b>	Date <b>March '19</b>
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Scale  
**1:1000 @ A1 / 1:2000 @ A3**

Status  
**PLANNING**



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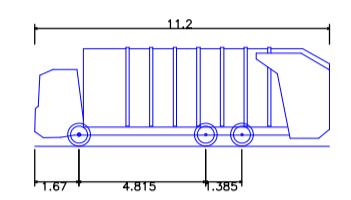
**GENERAL NOTES**

1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SERVICES AND SPECIALIST DRAWINGS AND SPECIFICATION.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PRODUCED BY THIRD PARTIES - THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING, PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

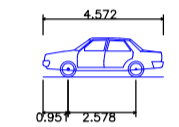
**KEY**

 INDICATIVE HIGHWAY BOUNDARY

**VEHICLE PROFILES**



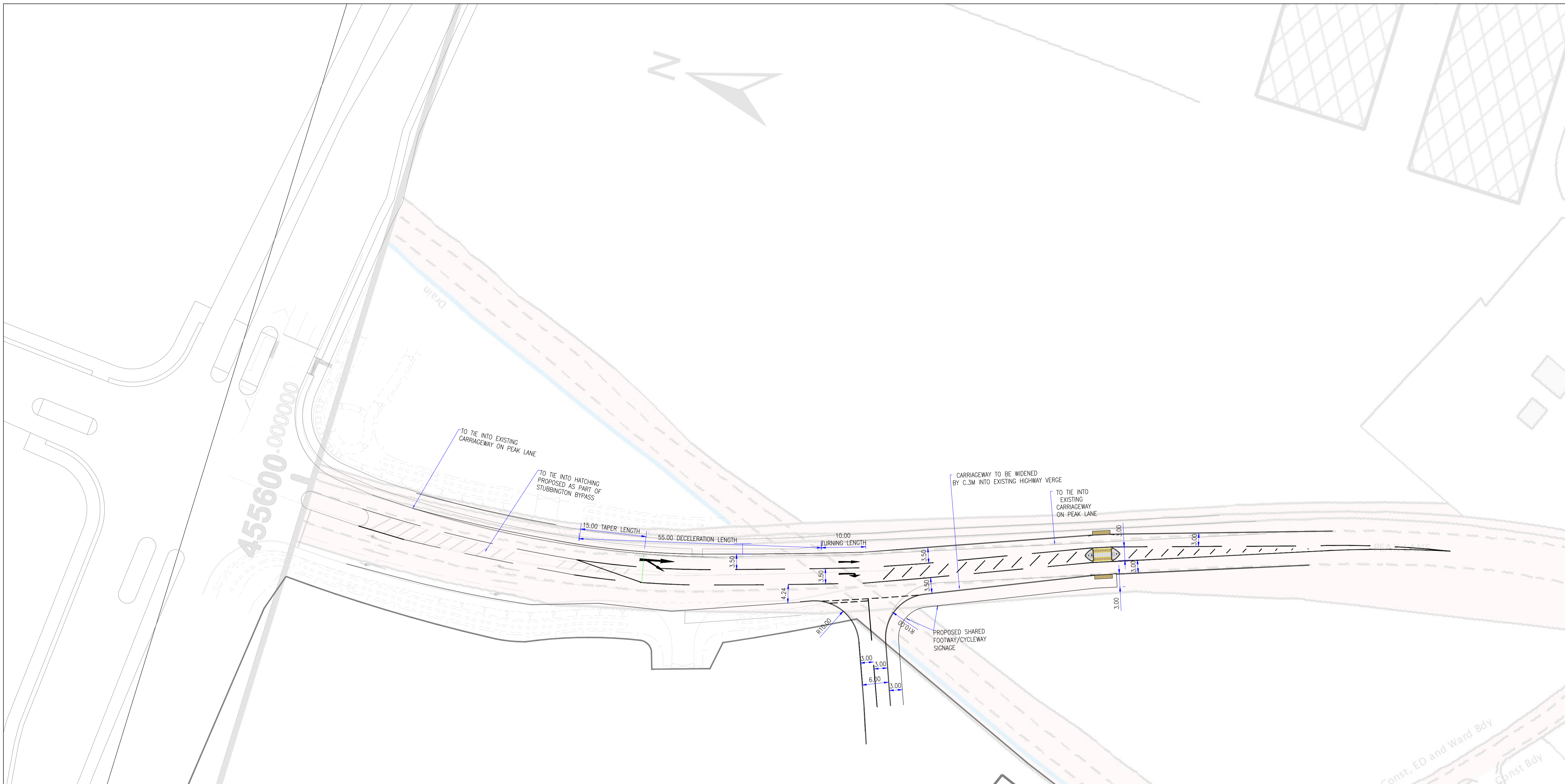
Phoenix 2 Duo (P2-15W with Elite 6x4 chassis)  
 Overall Length 11.200m  
 Overall Width 2.530m  
 Overall Body Height 4.100m  
 Min Body Ground Clearance 0.300m  
 Track Width 2.300m  
 Lock to lock time 4.00s  
 Kerb to Kerb Turning Radius 9.000m



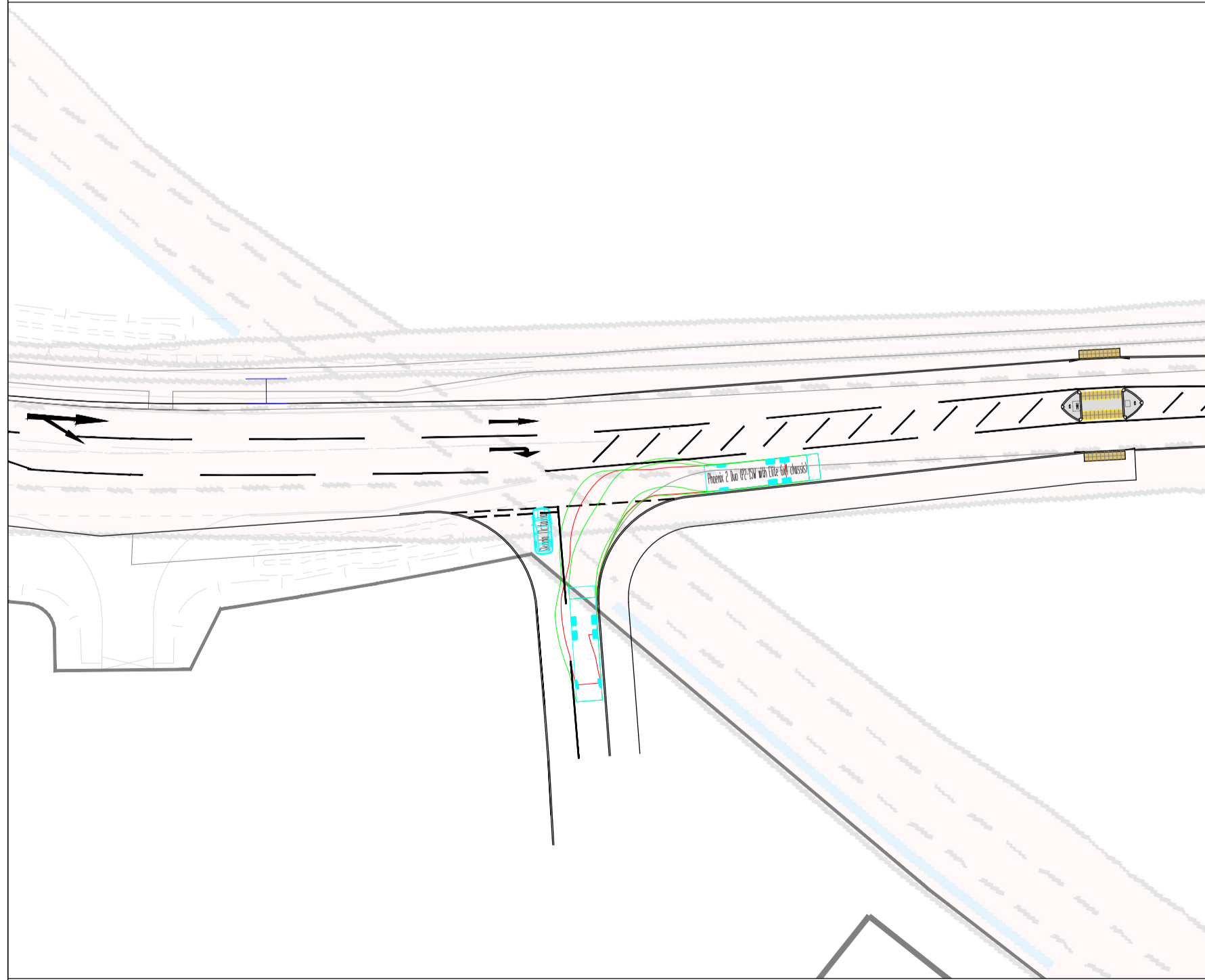
Skoda Octavia  
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 Overall Width 1.768m  
 Overall Body Height 1.485m  
 Min Body Ground Clearance 0.248m  
 Max Track Width 1.715m  
 Lock to lock time 4.00s  
 Kerb to Kerb Turning Radius 5.100m



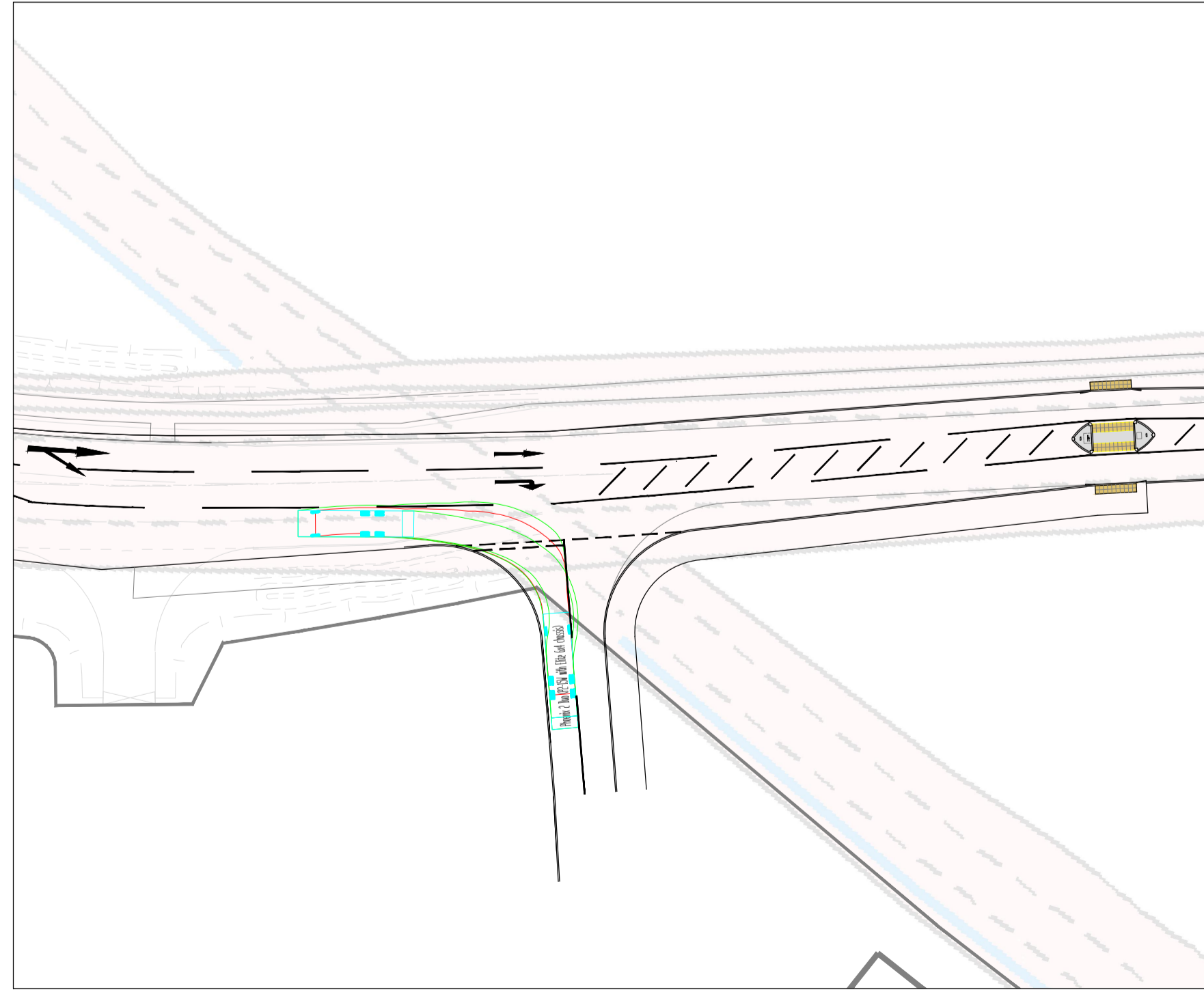
**PRELIMINARY**  
 DRAWING/DESIGN IS STILL 'IN DEVELOPMENT'  
 YOU ARE ADVISED TO MAKE DUE ALLOWANCE



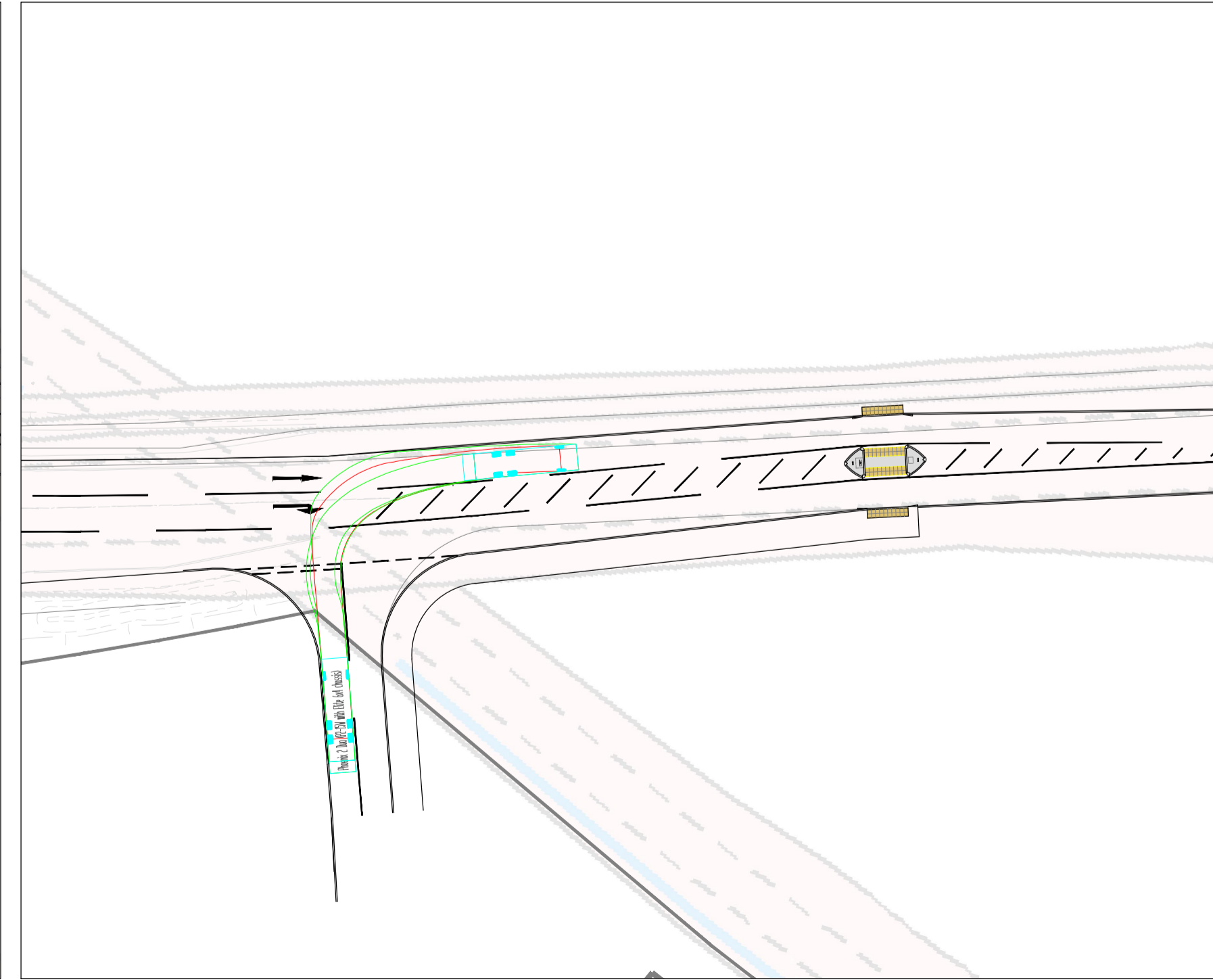
**ACCESS DESIGN**



REFUSE VEHICLE ACCESS



REFUSE VEHICLE LEFT OUT



REFUSE VEHICLE RIGHT OUT

D	EXTENDED TAPER	08.04.20	CJ	JL
C	ADDRESSING HIGHWAY COMMENTS	10.03.20	CJ	MS
B	UPDATED DESIGN	14.03.19	SN	WF
A	HCC COMMENTS	19.12.18	SN	WF
Rev	Description	Date	By	Chkd

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Client **PERSIMMON**

Project Name  
**OAKCROFT LANE STUBBINGTON**

Title  
**ACCESS DESIGN**

Project Phase  
**PRELIMINARY**

Checked By	Checked Date	Drawn By	Drawn Date
MS	26.10.18	SN	25.10.18
Client Drawing No.		Scale	
		1:500	(AT A1 SIZE)
PBA Drawing No.		Revision	
048.0013.001		D	



## SCHEDULE ONE

### HIGHWAYS AND TRAVEL PLAN OBLIGATIONS

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

Completion Certificate Standard	In the case of the Highway Works completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Section 278 Agreement
Director	The Director of Economy, Transport and Environment at the County Council or his appointed representative for the time being or successor
Framework Travel Plan	The framework travel plan agreed by the County Council and attached at Appendix 2
Full Travel Plan	The final and full form travel plan based on the Framework Travel Plan such travel plan to be approved by the County Council
Highways Contribution	The sum of FIVE HUNDRED THOUSAND POUNDS (£500,000) (Index Linked) payable by the Owner to the County Council to be used towards provision of Stubbington Bypass and supporting infrastructure works including measures to minimise traffic and encourage sustainable modes within Stubbington Village
Highway Works	Access works and pedestrian infrastructure to connect to a new pedestrian refuge on Peak Lane as shown in principle in drawing 048.0013.001 Rev D attached hereto
Roundabout Contribution	The sum of FIFTY THOUSAND POUNDS (£50,000) (Index Linked) payable by the Owner to the County Council to be used towards improvements at the Peak Lane/Rowan Way/Longfield Avenue roundabout
S278 Agreement	An agreement under (inter alia) section 278 Highways Act 1980
Transport Contribution	The sum of TEN THOUSAND FIVE HUNDRED POUNDS (£10,500) (Index Linked) payable by the Owner to the County Council to be used towards bus infrastructure improvements
Travel Plan Approval Fee	The sum of £1,500 payable by the Owner to the County Council towards the costs incurred or to be incurred by the County Council in approving the Full Travel Plan
Travel Plan Monitoring Fee	The sum of £15,000 payable by the Owner to the County Council towards the costs to be incurred by the County Council in monitoring the Full Travel Plan
Travel Plan Bond	A bond approved by the County Council in a sum equivalent to the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) plus 10% thereof by a Surety acceptable to the Head of Legal Services

TRO Contribution	The sum of FIVE THOUSAND POUNDS (£5,000) (Index Linked) payable by the Owner to the County Council to be used towards provision of traffic regulation orders
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The Owner covenants with the County Council as follows:

**1 Highway Contributions**

- 1.1 The Owner covenants not to Commence nor permit Commencement of Development unless and until it has paid
  - 1.1.1 the Highways Contribution (Index Linked) to the County Council; and
  - 1.1.2 the Roundabout Contribution (Index Linked) to the County Council; and
  - 1.1.3 the Transport Contribution (Index Linked) to the County Council; and
  - 1.1.4 the TRO Contribution (Index Linked) to the County Council

**2 Highway Works**

- 2.1 The Owner covenants not to Occupy nor permit Occupation of the Development unless and until the Highway Works have been carried out and completed to Completion Certificate Standard under a s278 Agreement entered into with the County Council

**3 Travel Plan**

The Owner covenants:

- 3.1 Not to Commence nor permit Commencement of Development unless and until it has sent the first draft of the Full Travel Plan to the County Council for approval
- 3.2 Not to Occupy nor permit Occupation of any Residential Unit on the Land or any part thereof unless and until it has secured the County Council's written approval of the Full Travel Plan and has thereafter implemented and complied with the Travel Plan in accordance with the requirements and timetable of the approved Full Travel Plan
- 3.3 Without prejudice to the approved Full Travel Plan the Owner shall not Occupy nor permit Occupation of the Land (or any part thereof) unless and until it has appointed a travel plan co-ordinator for the whole of the Land to implement the Full Travel Plan and has notified the County Council in writing of such appointment
- 3.4 On demand and in any event prior to Commencement of Development to pay to the County Council the Travel Plan Approval Fee
- 3.5 Not to Occupy nor permit Occupation of the Land (or any part thereof) unless and until it has paid to the County Council the Travel Plan Monitoring Fee

- 3.6 Not to Occupy nor permit Occupation of the Land unless and until it has provided to the County Council the Travel Plan Bond to the effect that if in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of Occupation of the Land to deliver the agreed measures / targets and/or comply with any/all of the measures/targets contained within the Full Travel Plan the surety shall pay to the County Council on demand such sum as may be certified by the Director 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 Full Travel Plan or such alternative measures as the Director in his or her absolute discretion determines will achieve the overall aims of the Full Travel Plan or such alternatives measures as the Director in his or her absolute discretion determines will at no greater cost to the Owner achieve the overall aims of the Full Travel Plan
- 3.7 That if it or its successors in title Occupy the Land or any part thereof it or they will implement the Full Travel Plan relating to the Land or such part of the Land to be Occupied and shall use all reasonable endeavours to achieve the targets set therein

## **SCHEDULE TWO**

### **AFFORDABLE HOUSING OBLIGATIONS**

## DEFINITIONS

In this Schedule the following terms have the following meanings:

“Affordable Housing”	Affordable housing as defined 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 affordable housing.
“Affordable Housing Contribution”	£23,060.00 (twenty three thousand and sixty pounds) to be put by the Borough Council towards the provision of Affordable Housing in the borough of Fareham
“Affordable Housing Land”	Those parts of the Land upon which the Owner is to construct or procure the construction of the Affordable Housing Units and including all curtilage thereto.
“Affordable Housing Units”	82 (eighty two) of the total number of Residential Units to be constructed in accordance with the Permission (together with associated car parking spaces to comply with the Borough Council’s minimum parking standards for residential dwellings) in the locations shown on Plan 2.
“Affordable Rent”	The sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Affordable Rent Unit which shall not exceed the lower of 80% of the Market Rent or Local Housing Allowance Levels PROVIDED THAT such rent in either case may be increased annually in accordance with the arrangements made for such rent increases established by Homes England.
“Affordable Rent Unit”	Those Affordable Housing Units let to applicants for Affordable Housing Units at Affordable Rent shown shaded yellow on Plan 2.
“Chargee”	Any mortgagee or chargee of the HARP or other party who has provided loan facilities to the HARP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including any housing administrator.
“HARP”	A Housing Association Registered Provider of social housing registered with Homes England (and which has not been removed from the register) as defined in Section 80 of the Housing and Regeneration Act 2008 and selected by the Owner and which has or will enter into a Nominations Agreement with the Borough Council.
“HARP Transfer”	The transfer deed of the Affordable Housing Units to a HARP incorporating the Transfer Requirements
“Intermediate Units”	Those Affordable Housing Units to be offered by the HARP to applicants for Affordable Housing which meet the definition set out in paragraph (d) of the term Affordable Housing in Annex 2: Glossary of the NPPF (but not equity loans) or a subsequent or

	replacement tenure as may be agreed between the Borough Council and the Owner in writing and to be provided in accordance with the requirements of this Schedule Two and shown shaded purple on Plan 2.
“Local Housing Allowance Levels”	The rental allowance rate for a property of the size and in the location of the relevant Affordable Rent Unit calculated by reference to the tables maintained by the Valuation Office Agency (or such equivalent means of calculation that may vary or replace it) as updated from time to time.
“Market Rent”	<p>An assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming:</p> <p>(a) a willing landlord and a willing tenant;</p> <p>(b) an arm’s length transaction;</p> <p>(c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting;</p> <p>(d) that the lease terms are appropriate for a letting of the type and class of the subject property;</p> <p>(e) that both parties to the transaction had acted knowledgeably prudently and without compulsion; and</p> <p>(f) that the terms of this Deed are disregarded</p> <p>and shall be approved in writing by the Borough Council</p>
“NPPF”	The National Planning Policy Framework document published on 21 July 2021 and any subsequent revision or replacement of it together with any technical guidance and policy documents or circulars issued thereunder.
“Nominations Agreement”	A nominations agreement between the HARP and the Borough Council affording the Borough Council nomination rights in respect of the relevant Affordable Housing Unit.
“Nominations Policy”	The Borough Council’s allocations policy (or such other relevant policy as the Borough Council shall from time to time reasonably adopt).
“Open Market Value”	The open market value of the Affordable Housing Units with the benefit of the Permission but disregarding the fact that the Affordable Housing Units are constructed or are to be constructed for Affordable Housing purposes and assuming that there are no Affordable Housing restrictions thereon and further assuming that all the said units are private and available for sale on the open market and having regard to all other relevant circumstances and the Open Market Value shall be agreed between the Owner and the Borough Council or in default determined by an independent chartered surveyor (RICS qualified).

“Plan 2”	The plan annexed hereto marked “Plan 2” being drawing number A-02-010-TP Rev K showing the Intermediate Units shaded purple and the Affordable Rent Units shaded yellow
“Protected Tenant”	Any tenant who: <ul style="list-style-type: none"> <li>(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 or</li> <li>(b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit or</li> <li>(c) has been granted a shared ownership lease by a HARP (or similar arrangement where a share of the Affordable Housing Unit is owned by the HARP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the HARP all the remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the shared ownership lease.</li> </ul>
“Register”	The Borough Council’s LetSelect Register or such other register of applicants for housing as the Borough Council shall from time to time reasonably adopt.
“Service Charge”	The amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent.
“Staircasing”	In connection with the Intermediate Units the acquisition after the date of the initial purchase by the occupier of additional tranches of equity within the said unit and references to “Staircase” or “Staircased” shall be construed accordingly.
“Transfer Requirements”	The requirements of paragraph of 1.7 of this Schedule Two.

The Owner covenants with the Borough Council as follows:-

**1 Affordable Housing**

1.1 The Owner shall at its own cost construct or procure construction of the Affordable Housing Units on the Land in accordance with the unit type, size and tenure mix set out in the table below (unless otherwise agreed in writing by the Borough Council):

Tenure	Type of Accommodation	Plot Numbers
Affordable Rent Units		



Affordable Rent	1 bed Residential Unit	036, 037, 038, 039
Affordable Rent	2 bed Residential Unit	020, 021, 022, 023, 028, 029, 030, 090, 091, 099, 100, 101, 149, 150, 151, 159, 160, 161, 168, 169, 170, 171, 178, 179
Affordable Rent	3 bed house	008, 009, 010, 011, 014, 015, 075, 076, 077, 092, 093, 094, 095, 096, 132, 133, 144, 145
Affordable Rent	4 bed house	026, 027, 146, 147
Intermediate Units		
Intermediate Units	2 bed Residential Unit	049, 050, 051, 052, 053, 054, 078, 079, 080, 087, 088, 089, 098, 103, 104, 108, 109, 110
Intermediate Units	3 bed Residential Unit	016, 017, 032, 033, 034, 035, 071, 072, 130, 131, 142, 143, 157, 158

- 1.2 The Affordable Housing Units shall not be constructed and provided otherwise than in accordance with the provisions of the table in paragraph 1.1 above unless otherwise agreed in writing by the Borough Council.
- 1.3 Subject to paragraphs 1.5 and 1.13 below from the date of practical completion of the Affordable Housing Units the Affordable Housing Units shall not be used other than as Affordable Housing.
- 1.4 The restrictions set out in this paragraph 1 of this Schedule Two shall not apply to the following:
- (a) any Protected Tenant or any successor in title to a Protected Tenant
  - (b) any mortgagee or chargee of a Protected Tenant or other party who has provided loan facilities to the Protected Tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise
  - (c) any purchaser from any of the parties named in paragraphs (a) and (b) above of an individual Affordable Housing Unit
- 1.5 Not to Occupy nor permit the Occupation of more than 90 (ninety) Open Market Units until:
- (a) 100% of the Affordable Housing Units have been constructed and

- (b) the freehold of the Affordable Housing Land has been transferred to the HARP with full title guarantee subject to the rights covenants and Staircasing provisions contained in this paragraph 1 of this Schedule Two and ready for immediate Occupation.
- 1.6 Each HARP Transfer shall include:
- (a) 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
  - (b) 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
  - (c) as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units
- 1.7 Except as otherwise provided for in this paragraph 1 of this Schedule Two not to dispose of or let the Affordable Housing Units otherwise than in accordance with the Borough Council's Nominations Policy to persons or households on the Register unless otherwise agreed in writing by the Borough Council.
- 1.8 Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
- (a) at an Affordable Rent in respect of each Affordable Rent Unit
  - (b) 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
- 1.9 Unless otherwise agreed in writing the Intermediate Units shall be sold or leased on initial sales or letting for between 10% and 75% of the Open Market Value.
- 1.10 Unless otherwise agreed in writing the initial rent payable in respect of an Intermediate Unit shall not exceed 2.75% of the capital value of the unacquired percentage at the point of initial sale.
- 1.11 HARP shall apply any net capital receipt received as a result of any Staircasing or other staged purchase by a tenant of an Intermediate Unit to provide Affordable Housing in the Borough Council's administrative area (less reasonable costs incurred by the HARP as approved by the Borough Council).
- 1.12 Unless otherwise agreed in writing by the Borough Council any Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 1 (one) month's prior written notice to the Borough Council of its intention to dispose and:
- 1.13.1 in the event that the Borough Council responds within 1 (one) month from receipt of the notice referred to above indicating that arrangement for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer
  - 1.13.2 if the Borough Council does not serve its response to the notice referred to above within 1 (one) month of receipt of the said notice then the Chargee shall be entitled to dispose free

of the restrictions set out in paragraph 1 of this Schedule Two which shall from time of completion of the disposal permanently cease to apply

1.13.3 if the Borough Council cannot within 2 (two) months of the date of service of its response under paragraph 1.13.1 above complete such a transfer then provided that the Chargee shall have complied with its obligations under this paragraph 1.13 the Chargee shall be entitled to dispose free of the restrictions set out in paragraph 1 of this Schedule Two which shall from the time of completion of the disposal permanently cease to apply

**PROVIDED THAT** at all times the rights and obligations in this paragraph 1.13 shall not require the Chargee to act contrary to its duties under the mortgage or charge **AND PROVIDED ALSO THAT** notwithstanding the other provisions of this paragraph 1.13 the Chargee shall not be required to dispose of the Affordable Housing Units (or any of them) for a consideration that is less than the amount due and outstanding to the Chargee under the terms of the relevant mortgage or charge including all accrued principal monies and interest and all costs and expenses incurred by the Chargee.

## **2 Affordable Housing Contribution**

- 2.1 To pay the Affordable Housing Contribution to the Borough Council prior to the Commencement of Development.
- 2.2 Not to Commence or permit Commencement of Development until the Affordable Housing Contribution has been paid in full to the Borough Council.

## SCHEDULE THREE

### EDUCATION

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

Education Contribution	The sum of NINE HUNDRED AND SEVENTY EIGHT THOUSAND FOUR HUNDRED AND FORTY FOUR POUNDS (£978,444) towards education infrastructure at Crofton Anne Dale Infant and Junior Schools and Crofton Secondary schools which contribution is needed to mitigate the impact of the development on educational facilities
School Travel Plan Contribution	The sum of FORTY TWO THOUSAND POUNDS (£42,000) towards the production of and monitoring fees for school travel plans which will be revenue funding and can include additional cycle or scooter storage

The Owner covenants with the County Council as follows:

1. School Travel Plan Contribution

- 1.1 To pay to the County Council the School Travel Plan Contribution prior to Commencement of Development
- 1.2 Not to Commence nor permit Commencement of Development unless and until the School Travel Plan Contribution has been paid to the County Council

Education Contribution

- 2.1 Not to Occupy nor permit Occupation of more than TWENTY NINE (29) Residential Units unless and until it has paid HALF (50%) of the Education Contribution (Index Linked) to the County Council; and
- 2.2 Not to Occupy nor permit Occupation of more than SEVENTY FOUR (74) Residential Units unless and until it has paid the remainder of the Education Contribution (Index Linked) to the County Council

## SCHEDULE FOUR

### ENVIRONMENTAL OBLIGATIONS

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

“Ecological Mitigation Land”	The land north of Oakcroft Lane shown edged blue on the Ecological Mitigation Land Plan
“Ecological Mitigation Land Maintenance Contribution”	£331,975.00 (three hundred and thirty one thousand nine hundred and seventy five pounds) to be used by the Borough Council towards the maintenance of the Ecological Mitigation Land
“Ecological Mitigation Land Plan”	Drawing PERSC22805 20 showing the Ecological Mitigation Land edged blue and showing how the Ecological Mitigation is to be laid out prior to its transfer to the Borough Council in order to enhance its suitability for use by Brent Geese and waders
“Ecological Mitigation Land Transfer”	A transfer of the Ecological Mitigation Land substantially in the form attached to this Deed at Appendix 3
“Ecological Land Management Plan”	The Ecological Management Plan, prepared by Ecosa dated September 2020 (Final Document) Rev 1 attached to this Deed at Appendix 4
“Solent Recreation Mitigation Strategy”	The Solent Recreation Mitigation Strategy published December 2017 (or such amended or replaced version published from time to time)
“Solent Recreation Mitigation Strategy Contribution”	£131,830.00 (one hundred and thirty one thousand eight hundred and thirty pounds) towards the Solent Recreation Mitigation Strategy

The Owner covenants with the Borough Council as follows:

#### **1 Solent Recreation Mitigation Strategy Contribution**

- 1.1. To pay the Solent Recreation Mitigation Strategy Contribution to the Borough Council prior to the Commencement of Development.
- 1.2. Not to Commence the Development unless the Solent Recreation Mitigation Strategy Contribution has been paid in full to the Borough Council.

#### **2 Ecological Mitigation Land**

- 2.1 Not to Occupy or permit Occupation of more than 50 (fifty) Residential Units until the Ecological Mitigation Land has been laid out in accordance with the Ecological Mitigation Land Plan to the reasonable written satisfaction of the Borough Council.

- 2.2 Not to Occupy or permit Occupation of more than 50 (fifty) Residential Units until the Owner has (by executing and sending an Ecological Mitigation Land Transfer to the Borough Council and releasing the same to the Borough Council for completion) offered to transfer the freehold interest in the Ecological Mitigation Land PROVIDED THAT no such offer shall be made prior to the laying out of the Ecological Mitigation Land in accordance with paragraph 2.1.
- 2.3 To pay the Ecological Mitigation Land Maintenance Contribution in full to the Borough Council on or before completion of the transfer referred to in paragraph 2.2 above.
- 2.4 The Ecological Mitigation Land shall be managed and maintained in accordance with the Ecological Management Plan in perpetuity.

## SCHEDULE FIVE

### OPEN SPACE OBLIGATIONS

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

“Common Space”	any areas of open or greenspace forming part of the Land which do not form part of the Open Space or Play Area or Ecological Mitigation Land or On-Site Routes and which lies outside the curtilage of any Residential Unit.
“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 Management Company 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.
“Managed Land”:	the On-Site Routes, the Common Space, the Play Area and the Open Space
“Management Company”:	a limited company set up inter alia for the purposes of securing the future management of the Managed Land through strict adherence to the Management Plan.
“Management Plan”:	<p>a written scheme submitted to the Borough Council which demonstrates the method by which the Managed Land will be managed and how the Managed Land will be transferred to a Management Company and thereafter maintained and financed so as to fulfil the following objectives:</p> <ul style="list-style-type: none"> <li>a. to ensure that each lessee/owner of the Residential Units pays a reasonable service charge for the maintenance and management of the Managed Land;</li> <li>b. to ensure that sufficient funds are raised from time to time to ensure that the requirements of the Management Plan are fully funded and thereafter adhered to; and</li> <li>c. to provide a means by which the Borough Council may verify compliance with the Management Plan.</li> </ul>
“Minimum Requirement”	A size not less than that calculated in accordance with Table 1 at Appendix 1.
“On-Site Routes”	the roads, footpaths and footways to be constructed within the Development.
“Open Space”	Land to be provided as public open space comprising that part of the Land shown shaded green on Plan 3 PROVIDED THAT the publically accessible open space shall not be less than the Minimum Requirement (not including the Play Area), which for the avoidance of doubt shall not include any sustainable drainage features

"Plan 3"	The plan annexed hereto and marked "Plan 3" showing the Open Space shaded green and the Play Area hatched red
"Play Area"	The area of land of not less than 400 sq metres in size shown hatched red on Plan 3
"Play Area Equipment"	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
"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 the 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 the Play Area;</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>• specifications and building materials;</li> <li>• surfacing and boundary treatment;</li> <li>• details of the Play Area Equipment;</li> <li>• provision (if any) of dog waste bins and associated signage;</li> <li>• street furniture, lighting and any other proposed structures or sculptures; and</li> <li>• cycle and pedestrian paths.</li> </ul>

The Owner covenants with the Borough Council as follows:

## 1 Open Space and Play Area

- 1.1 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.
- 1.2 To complete to the reasonable satisfaction of the Borough Council the Open Space and Play Area in accordance with the approved Scheme of Works.
- 1.3 Unless otherwise agreed in writing with the Borough Council, not to Occupy or permit the Occupation of the penultimate Open Market Unit unless:
  - 1.3.1 The Open Space has been laid out and the Play Area has been constructed and equipped in accordance with the approved Scheme of Works to the Council's reasonable satisfaction; and
  - 1.3.2 The Open Space and Play Area have been transferred to the Management Company together with such reasonably necessary rights, access and easements to permit the Management Company to access the Open Space for management and maintenance purposes and for the public to access the Open Space.
- 1.4 Until such time as the Open Space and Play Area are transferred to a Management Company to comply with the Interim Open Space and Play Area Management Plan.



- 1.5 To keep the Open Space and Play Area in a tidy condition and free from rubbish and suitable for use by the public.
- 1.6 Not to develop the Open Space or Play Area nor build nor erect any buildings upon the Open Space or Play Area nor cause or permit any building or erection upon the Open Space or Play Area except in each case any such erection forming part of the Scheme of Works.

## **2 Managed Land and On-Site Routes**

- 2.1 To submit the Management Plan to the Borough Council for its approval within three months of the Commencement of Development.
- 2.2 In the event the Owner fails to submit the Management Plan in accordance with paragraph 2.1 above, the Owner shall cease to carry out the Development on the Land PROVIDED THAT in such case the Development may recommence upon submission of the Management Plan.
- 2.3 Within six months of the Commencement of Development, the Owner shall submit the details of the proposed Management Company including draft memorandum and articles of association to the Borough Council for its approval.
- 2.4 Not to Occupy or cause or permit to be Occupied any Residential Unit unless the Management Plan and details of the proposed Management Company have been approved in writing by the Borough Council PROVIDED THAT if the Borough Council fail to respond in writing in respect of the Management Plan or Management Company within 28 days of receipt the Borough Council shall be deemed to have approved it/them.
- 2.5 To thereafter maintain the Managed Land in accordance with the Management Plan.
- 2.6 Not to Occupy or cause or permit to be Occupied any Residential Unit or to sell or cause or permit any Residential Unit to be sold at the Development other than by way of a transfer or lease unless it shall:
  - 2.6.1 include a covenant from the transferee or lessee of the Residential Unit to contribute a fair and reasonable proportion by way of service charge towards the cost of maintaining and managing the Managed Land in accordance with the Management Plan and this Schedule PROVIDED THAT the service charge in relation to any Affordable Housing Unit shall comply with any relevant restrictions as to service charge set out in Schedule Two to this Deed and in any event shall not exceed the amount of the service charge attributable to the equivalent Open Market Unit type;
  - 2.6.2 in which the Owner covenants with the transferee or lessee of the Residential Unit to maintain and manage, or to procure maintenance and management of the Managed Land through the Management Company in accordance with the Management Plan, and this Schedule to the Deed, and following the transfer of the Managed Land to the Management Company to require the Management Company to apply any service charge received from the transferee or lessee of a Residential Unit for such management and maintenance.
- 2.7 Not to Occupy more than fifty percent (50%) of the Residential Units until the Owner has incorporated the Management Company.
- 2.8 Unless otherwise agreed with the Borough Council acting at its sole discretion, upon completion of the On-Site Routes or such part thereof, to make the On-Site Routes available for use by the public PROVIDED THAT nothing in this Deed shall prevent the Owner from displaying appropriate notices or lodging appropriate statements to prevent the public claiming use as of right or public or private rights of way accruing over it nor any part in the case of emergency or for safety, maintenance and repair requirements (and nothing shall

prevent the reasonable use of the relevant areas by emergency, operational, refuse or maintenance/servicing vehicles).

## 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

## APPENDIX 2

### Framework Travel Plan



# OAKCROFT LANE, STUBBINGTON

## REVISED FULL TRAVEL PLAN

April 2020

Persimmon Homes

**RESIDENTIAL DEVELOPMENT  
OAKCROFT LANE  
STUBBINGTON**

**REVISED FULL TRAVEL PLAN**

**CONTROLLED DOCUMENT**

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**RESIDENTIAL DEVELOPMENT  
OAKCROFT LANE  
STUBBINGTON**

**REVISED FULL TRAVEL PLAN**

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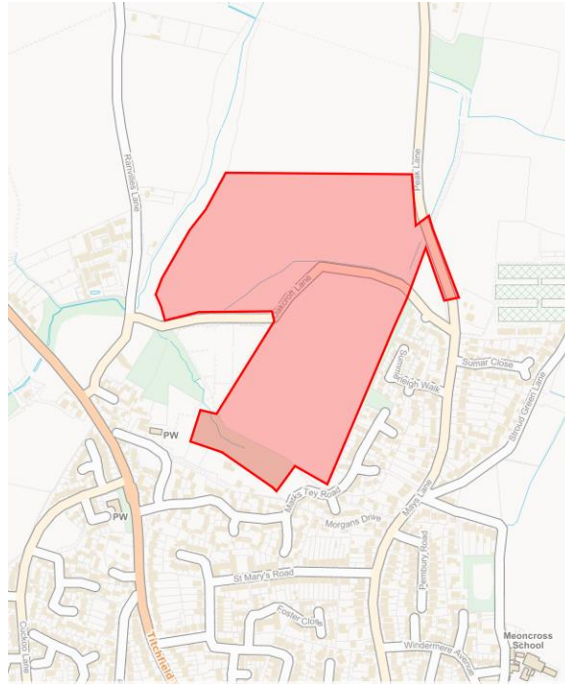
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## 1. INTRODUCTION

- 1.1 This Revised Full Travel Plan (RFTP) has been prepared by Paul Basham Associates on behalf of Persimmon Homes to support a full planning application for the development of 209 residential dwellings on land north and south of Oakcroft Lane, Stubbington.
- 1.2 The application site is located circa 1.9km to the north of Stubbington (from the proposed site access) and 3.7km south west of Fareham Town Centre. The site location is demonstrated within **Figure 1**, with the site layout included as **Appendix A**.



**Figure 1:** Site Location

- 1.3 It should be noted that the site has been subject to a previous planning application in 2019 for the development of 261 residential dwellings (application reference: P/19/0301/FP). This planning application was refused on 22<sup>nd</sup> August 2019.
- 1.4 This RFTP has been prepared to support the revised scheme, which proposes 209 residential dwellings, 52 less than the previous application. The comments made by Hampshire County Council (HCC) on the Full Travel Plan prepared to support the previous application (application reference: P/19/0301/FP) have been addressed in this RFTP.
- 1.5 This RFTP should be read in conjunction with the Revised Transport Assessment that has been prepared by Paul Basham Associates (reference: 048.0013/RTA/1) to support this application which provides further information on the site's access arrangements and highway impact.



- 1.6 As requested by HCC in their review of the previous Travel Plan (TP) the details of the local planning authority and the site's post code have been provided. The site is located in Stubbington and as such the local planning authority is Fareham Borough Council (FBC). The post code for Oakcroft Lane, where the site is located, is PO14 2TF. The application will be provided with a new planning application reference number and therefore cannot be provided at this stage.

### Travel Plan Principles

- 1.7 A TP is a strategy for managing access demands to a development site by ensuring that the travel needs of its users are met by a range of transport modes in order to:
- Reduce the impact of car travel associated with the proposed development through the implementation of the TP;
  - Support a reduced need of residents to travel by providing information on car sharing, home deliveries; and
  - Increase sustainable travel practices where possible through the promotion of sustainable travel opportunities.
- 1.8 In accordance with HCC's guidance, the benefits of the TP are likely to be achieved by users of the development, the local community and the local environment, as identified below:
- Development Users
    - An attractive pedestrian environment with reduced car use
  - Local Community
    - Reduced pollution on the local road network
    - Ability for residents of the site to inform other residents of positive sustainable travel experiences
    - Reduced congestion if fewer vehicles are on the road due to sustainable travel habits
- 1.9 A TP is an evolving process initiated through site visits and discussions between key stakeholders, FBC and HCC.

### Travel Plan Objectives

- 1.10 In order to reduce the impact of car travel, the need to travel by car and increase sustainable travel practises, this TP will be supported by a number of objectives, as set out in **Table 1**. Given the size and location of the proposed development, the TP will be assessed by HCC using their "TRACES" evaluation checklist. Post planning the implementation of the TP would be monitored by HCC.

Objective Number	Objective
1	To support the development as a sustainable community.
2	To promote and improve awareness of the Travel Plan process.
3	To promote sustainable travel modes including public transport, walking and cycling.
4	To minimise private car dependence through the promotion of car sharing and car clubs.

**Table 1:** Travel Plan Objectives

1.11 Meeting these objectives will help achieve a development that has good sustainable travel practices and a decreased reliance on the use of private cars. The continuous evolution of the TP is necessary to ensure the TP meets its targets and objectives. Promoting the TP process will better residents' understanding of the TP, which in turn would increase resident engagement.

#### **Travel Plan Structure and Approach**

1.12 The structure of this TP has been informed by HCC's A Guide to Development Related Travel Plans (2009) and is broken down into the following chapters:

**Chapter 2:** Travel Plan Local Policy

**Chapter 3:** Existing Local Conditions and Site Accessibility

**Chapter 4:** Proposed Development

**Chapter 5:** Indicative Baseline and Target Travel Patterns

**Chapter 6:** Travel Plan Strategy

**Chapter 7:** Travel Plan Implementation, Monitoring and Enforcement

**Chapter 8:** Conclusion and Summary

## 2. TRAVEL PLAN POLICY

2.1 The objectives of this TP have been designed to work alongside those set at national, regional and local levels. For reference these objectives particularly relate to:

- National Planning Policy Framework (NPPF) (2019);
- Hampshire Local Transport Plan 3 (2011-2031) (LTP3);
- Fareham Borough Council Local Plan (2011-2026);
- Planning Practice Guidance 'Travel Plans, Transport Assessments and Statements' (2014)
- CIHT's 'Guidance for Providing Journeys on Foot' (2000)
- HCC's A Guide to Development Related Travel Plans (2009)

### National Planning Policy Framework (NPPF)

2.2 The NPPF acts as the central guidance for development planning and replaces national planning policy guidance including Planning Policy Guidance 13 (PPG13): Transport. As defined in the NPPF's Annex 2: Glossary, a Travel Plan is 'a long term management strategy for an organisation or site that seeks to deliver sustainable transport objectives and is regularly reviewed' and is a requirement for developments which generate a significant amount of movement. The following NPPF paragraphs are relevant to the Travel Plan:

Transport issues should be considered from the earliest stages of plan-making and development proposals, so that:

- a) The potential impacts of development on transport networks can be addressed;*
- b) Opportunities from existing or proposed transport infrastructure, and changing transport technology and useage, are realised – for example in relation to the scale, location or density of development that can be accommodated;*
- c) Opportunities to promote walking, cycling and public transport use are identified and pursued;*
- d) The environmental impacts of traffic and transport infrastructure can be identified, assessed and taken into account – including appropriate opportunities for avoiding and mitigating any adverse effects, and for net environmental gains; and*
- e) Patterns of movement, streets, parking and other transport considerations are integral to the design of schemes, and contribute to making high quality places.*

**(NPPF Para.102)**

The planning system should actively manage patterns of growth in support of these objectives. Significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes. This can help to reduce congestion and emissions, and improve air quality and public health. However, opportunities to maximise sustainable transport solutions will vary between urban and rural areas, and this should be taken into account in both plan-making and decision-making.

**(NPPF Para.103)**

All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed.

**(NPPF Para. 111)**

Planning policies and decisions should sustain and contribute towards compliance with relevant limit values or national objectives for pollutants, taking into account the presence of Air Quality Management Areas and Clean Air Zones, and the cumulative impacts from individual sites in local areas. Opportunities to improve air quality or mitigate impacts should be identified, such as through traffic and travel management, and green infrastructure provision and enhancement. So far as possible these opportunities should be considered at the plan-making stage, to ensure a strategic approach and limit the need for issues to be reconsidered when determining individual applications. Planning decisions should ensure that any new development in Air Quality Management Areas and Clean Air Zones is consistent with the local air quality action plan.

(NPPF Para.181)

### Hampshire County Council Local Transport Plan 3

- 2.3 The LTP3 sets out Hampshire’s transport strategy and identifies a range of policy objectives, with those most relevant to this TP stated below:

**Policy Objective 4:** Work with bus and coach operators to grow bus travel, seek to remove barriers that prevent some people using buses where affordable and practical, and reduce dependence on the private car for journeys on inter- and intra-urban corridors;

**Policy Objective 9:** Introduce the ‘shared space’ philosophy, applying Manual for Streets design principles to support a better balance between traffic and community life in towns and residential areas;

**Policy Objective 11:** Reduce the need to travel through encouragement of a high-speed broadband network, supporting the local delivery of services and in urban areas the application of ‘Smarter Choices’ initiatives;

**Policy Objective 12:** Invest in sustainable transport measures, including walking and cycling infrastructure, principally in urban areas, to provide a healthy alternative to the car for local short journeys to work, local services or schools; and work with health authorities to ensure that transport policy supports local ambitions for health and well-being.

### Fareham Borough Council Local Plan (2011-2026)

- 2.4 FBC’s Local Plan: Core Strategy seeks to shape and guide development in Fareham up to the year 2026. The Core Strategy (CS) proposes a policy framework that plans for new development to deliver the vision that has been developed alongside the Sustainable Community Strategy, the CS identifies the following as its mission:

*“Fareham Borough will offer a high quality of life to all residents and be an attractive, safe and pleasant place to live, work and visit. It will be sustainable and increasingly prosperous, with low levels of crime and unemployment and good access to community facilities, jobs, leisure, shops, open space and services. Fareham will remain a freestanding settlement”*

- 2.5 FBC have identified twelve strategic objectives that are to be achieved by 2026 in relation to the sustainability of the Borough in general, but also specific objectives that new developments must aim to adhere to, and can be viewed below:

**SO1.** To deliver the South Hampshire Strategy in a sustainable way, focussing development in Fareham, the Strategic Development Area north of Fareham and the Western Wards.

**SO2.** To promote and encourage the efficient re-use of previously developed land and buildings in accordance with the principles of high quality and sustainable design.

**SO5.** To ensure development provides and/or contributes to timely and appropriate transport infrastructure and mitigation measures to support the needs of development and provide and/or contribute to public transport and quality pedestrian and cycle links to reduce dependence on the car.

**SO9.** To improve accessibility to and facilitate the development and expansion of leisure, recreation, community, education, open space and health facilities and services. Achieve better access to green spaces close to where people live and work, to encourage healthy active lifestyles.

**SO10.** To manage, maintain and improve the built and natural environment to deliver quality places, through high quality design sustainability and maintenance standards, taking into account the character and setting of existing settlements and neighbourhoods and seeking safe environments which help to reduce crime and the fear of crime.

#### **Planning Practice Guidance 'Travel Plans, Transport Assessments and Statements' (2014)**

2.6 The Planning Practice Guidance states that a TP can positively contribute to the following;

- Encourage sustainable travel;
- Lessening traffic generation and its detrimental impacts;
- Reducing carbon emissions and climate change impacts;
- Creating accessible, connected and inclusive communities;
- Improving road safety; and
- Reduce the need for new development to increase existing road capacity or provide new roads.

2.7 It also states the key principles that should be taken into consideration when preparing a TP. It states that a TP should be:

- Proportionate to the size and scope of the proposed development;
- Established at the earliest practicable stage of a development proposal;
- Be tailored to particular local circumstances;
- Be brought forward through collaborative ongoing working between the local planning authority,

transport authority, transport operator, rail network operators and Highways Agency where there may be implications for the strategic road network and other relevant bodies. Engaging communities and local businesses in Travel Plans, can be beneficial in positively supporting higher levels of walking and cycling.

#### **CIHT's 'Guidance for Providing Journeys on foot' (2000)**

2.8 The Chartered Institution of Highways and Transportation (CIHT's) 'Guidance for Providing Journeys on Foot' states that:

'New development or significant redevelopment is likely to provide opportunities for comprehensive new provision for pedestrians. The main take would be to consider pedestrian movements within the site, and between the site and its surroundings. A large scheme would need to thoroughly consider:

- The needs of pedestrians;
- The policy objectives;
- The setting;
- The physical site constraints; and
- The financial constraints.'

#### **HCC's A Guide to Development Related Travel Plans (2009)**

2.9 HCC's 'A Guide to Development Related Travel Plans' provides guidance for developing TP's for residential developments within Hampshire and as previous identified the structure of this TP has been informed by this guidance.

2.10 HCC's 'A Guide to Development Related Travel Plans' states that the TP should have three main purposes:

- Ensure that development takes place in locations and in ways that minimise the impact of additional demand;
- Increase accessibility and ensuring that opportunities are provided for people to travel to and from the site in a variety of ways; and
- Reduce dependence on the use of the car.

2.11 Seeking to maximise and build on opportunities presented in the above planning policy documents, this Travel Plan's aims are stated as the following:

- Raise awareness of sustainable modes of travel available to residents and visitors;
- Increase levels of active travel and in particular walking and cycling;
- Encourage uptake of public transport in particular local bus services;
- Encourage car-sharing in order to reduce single vehicle occupancy;

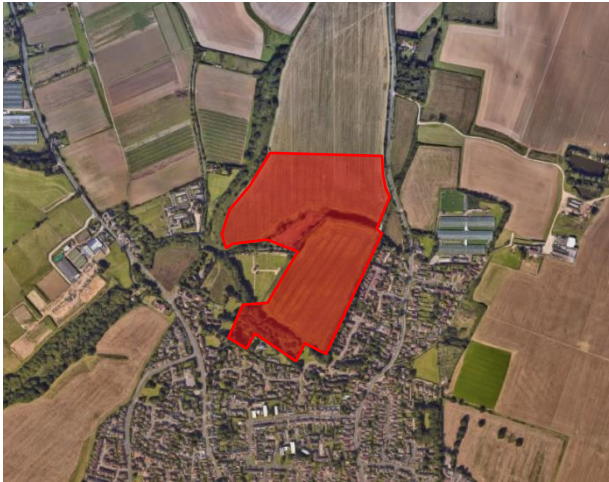
- Achieve target percentage of single occupancy car journeys to and from the development;
- Provide links with other local residential, business and school Travel Plans;
- Reduce the need to travel;
- Achieve a balance between car use and alternative travel modes for individual travel needs; and
- Change resident's perception of car being the only and automatic choice for travel.

2.12 As a housing developer, Persimmon Homes do not have any travel plan or sustainable travel policies which could be applied to the developments and residents themselves. However, Persimmon Homes are committed to delivering the Travel Plan Coordination works which would be secured through this planning application.



### 3. EXISTING CONDITIONS AND SITE ACCESSIBILITY

3.1 The proposed development site is approximately 1.9km north of Stubbington Village Centre (from the proposed site access) and 3.7km south west of Fareham. The existing site is agricultural land, split into two parcels by Oakcroft Lane. The south of the site is bordered by residential land currently forming the northern extent of the village of Stubbington. The site and its surroundings are shown in **Figure 2**, whilst existing conditions on the site are shown in **Photograph 1**.



**Figure 2:** Site Context



**Photograph 1:** Existing Site Conditions

3.2 The existing northern parcel has points of access from both Oakcroft Lane and Peak Lane, whilst the southern parcel is accessed solely from Oakcroft Lane. The existing access locations are shown in **Photographs 2-4**.



**Photograph 2:** Northern parcel field gate access on Peak Lane



**Photograph 3:** Northern parcel field gate access on Oakcroft Lane





**Photograph 4:** Southern parcel field gate access on Oakcroft Lane

- 3.3 To help achieve the TP's objectives it is crucial to consider the site in relation to the local context in which it will evolve.
- 3.4 Services within Stubbington Village Centre include convenience stores, eateries, places of worship, a veterinary practice, a library, community centre, banks and a number of retail outlets, all situated on and around Stubbington Green, and are all within a circa 15-minute walk of the site. Also located within Stubbington Village Centre is the Stubbington Recreation Ground providing leisure facilities.
- 3.5 The proposed site location with reference to Stubbington Village Centre is identified in **Figure 3**, with the site location identified in red and the village centre in yellow. There are two potential pedestrian routes to Stubbington Village Centre from the site and a separate route for cyclists. The two pedestrian routes are demonstrated in yellow whilst the cycle route is demonstrated in blue.



**Figure 3:** Site Location in Context with Stubbington Village Centre

- 3.6 Further afield, Fareham Town Centre hosts a greater number of services and amenities, including large superstores and Fareham Shopping Centre, as well as Fareham Railway Station which provides access to other destinations such as Southampton and Portsmouth City Centres.
- 3.7 Crofton Anne Dale (Infant and Junior Schools) are located 1.8km from the site respectively and are accessible via a 23-minute walk or 10-minute cycle. Crofton Secondary School is 2.5km south-east of the site and accessible via an 11-minute cycle or 31-minute walk.
- 3.8 In terms of healthcare, Stubbington Medical Practice is accessible within a 16-minute walk or 6-minute cycle of the development. A pharmacy is available within the village centre to the south of the site, 1.2km south of the site. Fareham Community Hospital, in Locks Heath is 7.6km north-west of the site and the closest A&E department is Queen Alexandra Hospital, Portsmouth, 14.1km from the site.
- 3.9 The nearest supermarket to the site is ASDA Fareham, located on Newgate Lane 3.7km to the east of the site. In addition, a number of convenience stores are available within Stubbington including a large Co-op convenience store in the village centre. Smaller food and non-food stores are provided within the village centre including a bakery, butcher and greengrocer.
- 3.10 Approximate distances to local amenities measured from the centre of the site using the most appropriate route (either onto Marks Tey Road or Peak Lane for pedestrians or using Oakcroft Lane/Peak Lane for cyclists) are summarised in **Table 4**. Walking times are based on the speed of 80m per minute and cycling speed based on 240m per minute.

Amenity	Walking Distance	Walking Time	Cycling Distance	Cycling Time
Sumar Close Bus Stop (northbound)	560m	7	390m	2
Sumar Close Bus Stop (southbound)	680m	9	520m	2
Infant School (Crofton Anne Dale Infant School)	1.8km	23	2.4km	10
Junior School (Crofton Anne Dale Junior School)	1.8km	23	2.4km	10
Secondary School (Crofton School)	2.5km	31	2.6km	11
Stubbington Village Centre	1.2km	15	1.3km	5
Library (Stubbington Library)	1.8km	23	1.9km	8
Community Centre (Crofton Community Association)	1.8km	23	1.9km	8
Recreation Ground (Stubbington Recreation Ground)	1.8km	23	1.9km	8
Doctors Surgery (The Stubbington Medical Practice)	1.3km	16	1.4km	6
Dental Practice (Stubbington Green Dental Practice)	1.2km	15	1.3km	5
Pharmacy (Village Pharmacy)	1.3km	16	1.4km	6
Place of Worship (St Edmund's (Crofton Old Church))	690m	9	1.7km	7

**Table 2:** Distance to Local Amenities

- 3.11 It is evident from **Table 2** that there are a number of local facilities within close proximity of the proposed development site. The Chartered Institution of Highways and Transportation's (CIHT) 'Planning for Walking' (April 2015) document identifies that the average length of pedestrian journeys is now 1.37km (page 6). Reviewing the amenities demonstrated within **Table 2** it is evident that there are several key amenities within this distance. This therefore helps to ensure the development can operate sustainably by allowing future residents to travel sustainably.
- 3.12 Further supporting this development, the construction of the Stubbington Bypass will reduce travel distances to amenities to the east and west of the site. The application for the scheme was granted permission in October 2015 (application reference: P/15/0718/CC) and construction work began in early 2020.
- 3.13 As detailed in the TA, the Bypass routes 'from a location on the B3334 Titchfield Road opposite the 'Titchfield Nurseries' glasshouses and routes in an east-west direction across the northern edge of Stubbington to Newlands Farm. From here it routes in a south-easterly direction and then broadly north-south direction to the west of the Peel Common Sewage Treatment Works and the east of Crofton School, before joining the B3334 Gosport Road at a location in between Rome Farm Cottages and Marks Road and opposite the Solent EZ.' Further details on the Stubbington Bypass and the changes proposed is provided within the accompanying Revised Transport Assessment.

### Local Pedestrian and Cycle Network

- 3.14 The local pedestrian network in the vicinity of the site benefits from a gentle topography. A short section of footway is provided on the eastern extent of Oakcroft Lane to service the small number of existing residential units which front Oakcroft Lane. This provides connection to the 3m wide footway/cycleway on Peak Lane to the north and the footway and cycle lanes on May's Lane to the south.
- 3.15 Approximately 50m north of the Oakcroft Lane/Peak Lane/May's Lane junction, a pedestrian/cyclist crossing, equipped with a central refuge island is provided to facilitate the safe crossing of pedestrians and cyclists.
- 3.16 A 3m wide lit footway/cycleway runs parallel to the proposed site frontage on the eastern edge of Peak Lane running north to the junction of Peak Lane / Rowan Way / Longfield Avenue, connecting with National Cycle Network (NCN) Route 236. This route provides a high level of infrastructure connecting future site users to the settlement boundaries of both Fareham in the north and Stubbington in the south. The existing footway/cycleway on Peak Lane is shown in **Photograph 5**.



**Photograph 5:** Existing Footway / Cycleway on Peak Lane

- 3.17 Further south on May's Lane dedicated cycle lanes on both the western and eastern edges of the carriageway provide a good level of cycle infrastructure into Stubbington Village. Pedestrian routes in this direction are also well supported by 2m footways flanking both sides of the carriageway providing a direct route along the pedestrian desire line into Stubbington.



**Photograph 6:** Existing Cycle Lane on May's Lane

- 3.18 Within Stubbington Village there is a widened pedestrian area along the majority of shop frontages to enhance the appearance and allow for a range of pedestrian functions such as browsing, socialising and play. Dropped kerbs and tactile paving are provided within the village, as well as zebra crossings and signalised crossings which ensure that safe access is provided to local amenities.
- 3.19 A more detailed review of the pedestrian and cycle network surrounding the site and on route to the local catchment schools and Stubbington Village Centre is provided in the accompanying RTA.
- 3.20 The site is also within close proximity of National Cycle Network Route 236 which runs from Cosham to Portchester and Southampton to Lyndhurst. This route provides a high level of infrastructure connecting future site users to the settlement boundaries of both Fareham in the north and Stubbington in the south. The NCN routes in the site vicinity are demonstrated in **Figure 4**.

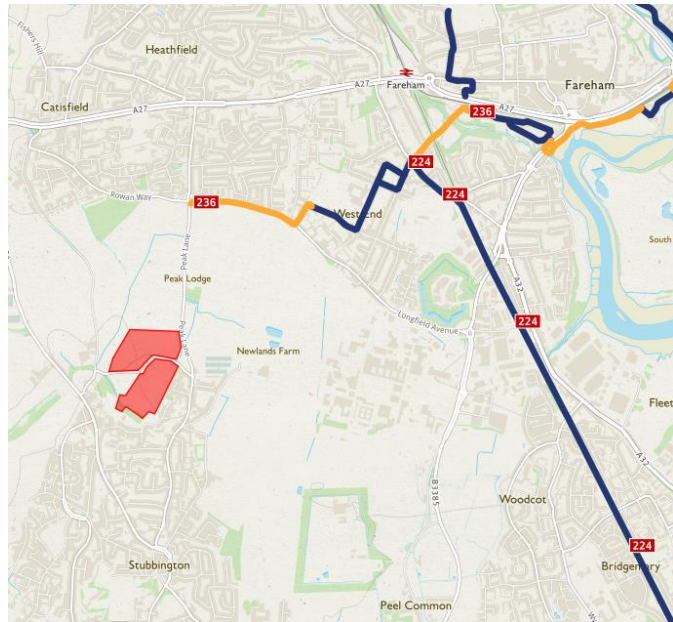


Figure 4: NCN Cycle Routes

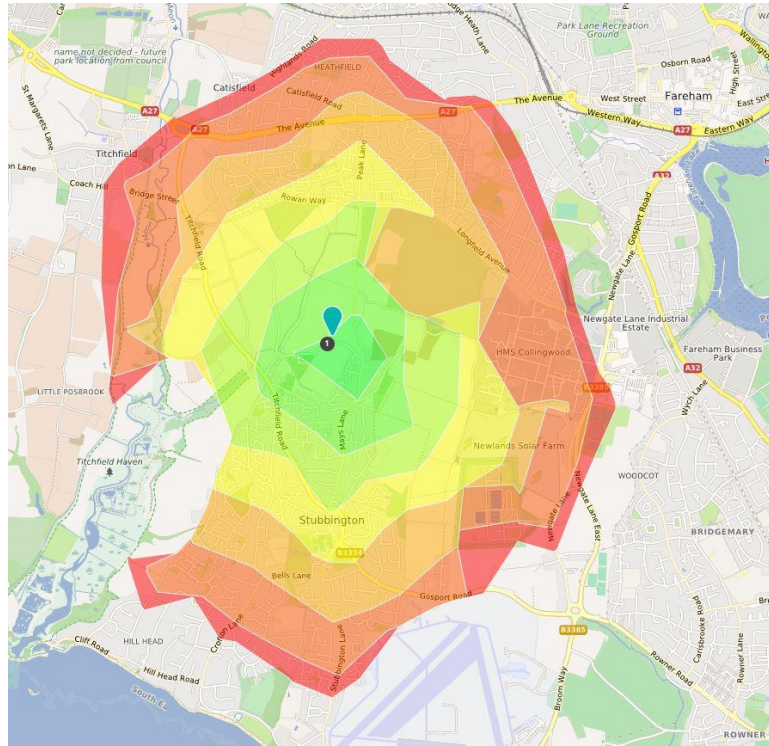
3.21 In addition, FBC’s Cycle Map demonstrates the local cycle routes and identifies the off road track and on road cycle lane along May’s Lane/Peak Lane (in blue) as well the route via Oakcroft Lane and Burnt House Lane which are considered as a ‘link road convenient for cyclists’ (in yellow). The map with the site location identified is demonstrated in Figure 5.



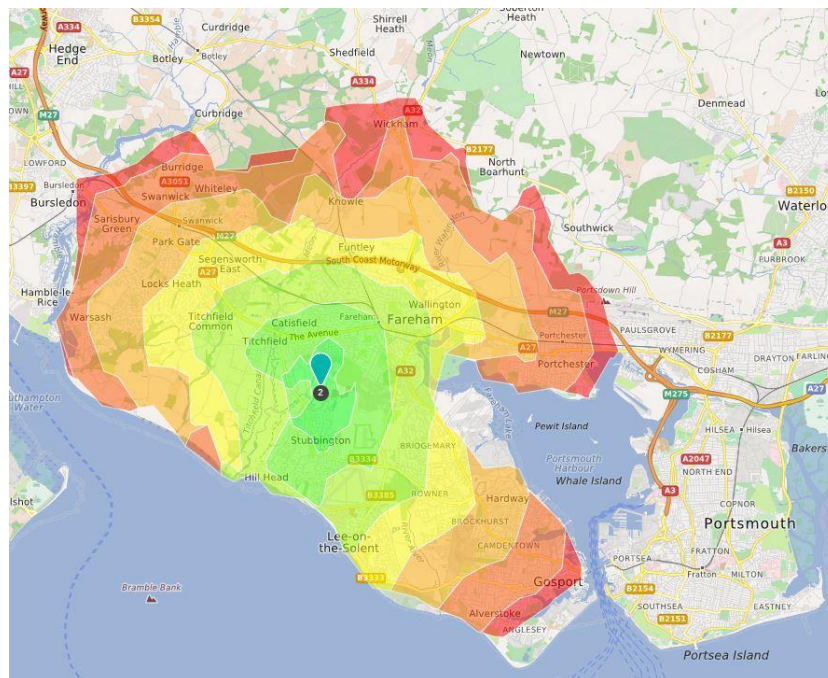
Figure 5: FBC Cycle Map



3.22 An isochrone map to show the site's accessibility using pedestrian walking distance is shown in **Figure 6**, with a cycling distance isochrone map shown in **Figure 7**. Each interval represents 5 minutes of walking/cycling with the final interval representing a walking/cycling time of 30 minutes.



**Figure 6: Isochrone Walking Map**

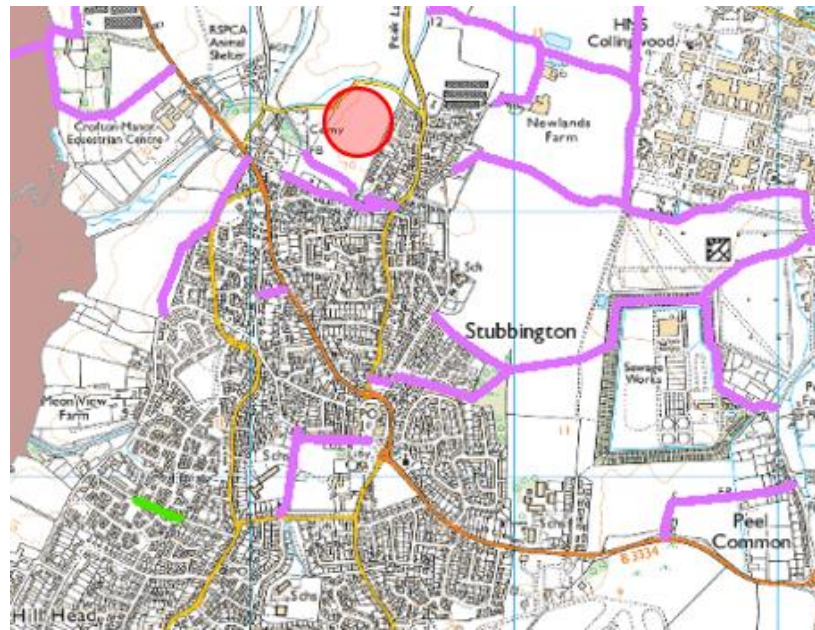


**Figure 7: Isochrone Cycling Map**

3.23 The isochrone maps demonstrate that the site is situated within a reasonable walking/cycling distance of many local facilities within Stubbington Village Centre and further afield. This has again been taken from the centre of the site.

### Public Rights of Way Network

3.24 The site also benefits from a number of Public Rights of Way (PROW) which provide alternative pedestrian routes into the Village Centre. The local PROW surrounding the site are demonstrated in **Figure 8** with the site location highlighted in red.



**Figure 8:** Local PROW Network

3.25 **Figure 8** demonstrates the site is well located being within close proximity of the local PROW network. Of particular importance, this demonstrated Footpath 509 which connects onto Marks Tey Road, Footpath 66 which connects onto May's Lane from Marks Tey Road, Footpath 61 from Vicarage Close onto Peak Lane and Footpath 60 which is Peak Lane.

### Bus Services

3.26 The closest bus stops to the site are located on May's Lane, circa 560m to the east for the northbound bus stop (via Peak Lane) and 680m for the southbound bus stop (via Peak Lane). Both bus stops are therefore within a 10-minute walk from the centre of the site. These stops are provided with a simple flag and pole with timetable.

### Route to Bus Stops

3.27 In the previous application HCC requested that information on the routes to the bus stops are provided within the TP. The closest bus stops to the site are located on May's Lane and are accessible from the



north of the site via the proposed access onto Peak Lane which connects onto May's Lane to the south. A 3m wide pedestrian footway is proposed along the site access which will continue south onto Peak Lane where a new 3m wide pedestrian/cycle refuge island is proposed to cross pedestrians and cyclists onto the existing infrastructure along the eastern side of Peak Lane.

3.28 Alternatively, from the south of the site there is an additional route available to access bus stops further south on May's Lane (circa 40m north of the St Mary's Road/May's Lane junction). This route is via Marks Tey Road, Newton Close and St Mary's Road which provides connection to May's Lane to the east. The site would provide connection onto Marks Tey Road to the south which is facilitated by footways and dropped kerbs and provides connection to the footways on Newton Close. To the south of Newton Close, a footpath is provided onto St Mary's Lane. This footpath is well maintained and benefits from lighting. Approximately 170m to the east St Mary's Lane connections onto May's Lane, with each bus stop accessible within a 4 minute walk via this route from the site's southern connection point.

3.29 The two proposed routes are shown in **Figure 9** and the accompanying Revised Transport Assessment provides a full review of the existing pedestrian infrastructure along these routes.



**Figure 9:** Route to Bus Stops

### Bus services

3.30 The bus stops on May's Lane are serviced by First Group's service Solent Ranger X5, running from

Gosport to Southampton, with intermediary stops in Lee-on-Solent, Fareham, Titchfield, Locks Heath and Warsash. The route into Southampton takes 1 hour 11 minutes, to Gosport takes 34-minutes and to Fareham takes 12-minutes. The service runs every half-hour Monday to Saturday, with an hourly service on Sundays.

3.31 Additional bus services are available within Stubbington Village Centre from the ‘Stubbington Village’ bus stop. This stop is located a c. 16-minute walk via the pedestrian access onto Mark’s Tey Road or a 6-minute cycle via Oakcroft Lane (taken from the centre of the site). This stop which serves all directions is provided with a layby, sheltered seating and timetable information.

3.32 The bus services available within the area surrounding the site are summarised in **Table 3**.

Bus Number	Bus Stop	Route	Operator	Frequency		
				Mon-Fri	Sat	Sun
X5	May’s Lane	Southampton – Warsash – Fareham - Gosport	First Buses	Hourly (5:27 -20:30)	Hourly (6:51-20:30)	Hourly (8:10-18:45)
21	Stubbington Village	Fareham – Peel Common – Stubbington – Hill Head	First Buses	Every 2 hours (8:45-18:55)	Every 2 hours (8:45-13:10)	No Service
193*	May’s Lane	Gosport – Lee on Solent – Stubbington – Itchen College	Xela Bus	1 service a day (08:13)	No Service	No Service
620*	Stubbington Village	Stubbington – Barton Peveril College	Bluestar	1 service a day (14:25)	No Service	No Service

**Table 3:** Bus Services

3.33 Furthermore, Fareham Bus Station provides access to a number of regular bus services with destinations including Portsmouth, Gosport, Wickham, Whiteley and Southampton. A number of coach services are also available from this station with destinations including Gatwick Airport, Poole, Heathrow Airport and London Victoria.

#### Train Services

3.34 Fareham Train Station is approximately 3.7km north of the proposed site and is accessible via a 10-minute journey on the aforementioned Solent Ranger X5 and 21 bus services or a 15-minute cycle. The railway station is equipped with 266 sheltered and secure bicycle spaces, a 154-space car park, a manned ticket office Monday-Sunday, ramp access, customer help points, CCTV, toilets and waiting rooms.

3.35 Services from Fareham Train Station provide connection to Southampton Central (35-minutes), Portsmouth Harbour (26-minutes) London Waterloo (two hours) and Brighton (1 hour 30 minutes).

### Route to Fareham Train Station

- 3.36 As requested by HCC as part of the previous application this section will provide details of the cycle routes to Fareham Train Station from the site.
- 3.37 There are a number of potential routes to Fareham Train Station. The most direct route has a cycle time of 15 minutes. This route to Fareham Train Station is via Peak Lane, Longfield Avenue, Bishopsfield Road and The Avenue (A27). This route is shown in yellow in **Figure 10** for reference and benefits from several off-road cycle routes. As previously described Peak Lane benefits from a continuous 3m wide footway/cycleway to the north of the site which provides a continuous off-road route between the site and Longfield Avenue. The footway/cycleway on Peak Lane provides connection to a 3m wide footway/cycleway on the southern side of Longfield Avenue where a number of crossing points suitable for cyclists are provided to facilitate connection onto Bishopsfield Road.
- 3.38 Whilst Bishopsfield Road does not benefit from formalised cycle routes for the majority of its extent, this is a residential road subject to low vehicle speeds with the carriageway of sufficient width to allow cars to safely pass cyclists on carriageway. Approximately 60m south of the junction between Bishopsfield Road and The Avenue (A27) a footway/cycleway is provided on both sides of Bishopsfield Road. This connects onto the footway/cycleway provided along the southern side of The Avenue (A27). The footway/cycleway along The Avenue (A27) continues to the signalised junction between The Avenue (A27) and Redlands Lane, where a signalised crossing is provided for cyclists and pedestrians. The footway/cycleway then continues along the northern side of The Avenue, to the train station. While a footway/cycleway provision is provided along The Avenue (A27) sufficient space is also provided on road to also allow cyclists to be present on the carriageway, with directional signage for cyclists provided on the carriageway to help guide use of the footway/cycleways provided where possible.
- 3.39 The second route to the train station is a 17-minute cycle, 2 minutes longer than the previous route and is via Peak Lane, Longfield Avenue, Fairfield Avenue, St Michael's Grove, Redlands Lane and The Avenue (A27). Unlike the most direct route, this route utilises what FBC have marked as 'link roads convenient for cyclists', St Michael's Grove and Fairfield Avenue (see **Figure 5**). This route also benefits from the footway/cycleway provision on Peak Lane and Longfield Avenue. Longfield Avenue provides connection to a formalised and signposted footpath/cycle path link to Fairfield Avenue. Fairfield Avenue and Longfield Avenue, despite not providing any formal provision for cyclists, have been marked by FBC as convenient link roads for cyclists. To the north St Michael's Grove provides access to Redlands Lane a residential route subject to low speeds where it is suitable for cyclists to be present on the carriageway. Redlands Lane provides connection onto The Avenue (A27) to the north west and the footway/cycleway provision available to the train station. This route is marked in blue in **Figure 10**, whilst the yellow route

represents Bishopsfield Road.



**Figure 10:** Cycle Route to Fareham Train Station

3.40 The cycle routes available from the site to Fareham Train Station benefit from a number of off-road routes or residential streets and is considered to be attractive for both confident and novice cyclists, especially considering their inclusion in FBC’s cycle mapping.

### Key Travel Resources

3.41 Sustainable travel opportunities are supported locally. **Table 4** provides a summary of key travel resources available for residents, staff and visitors.

Resource	Description	Details
Living Streets	National organisation for supporting pedestrians	<a href="http://www.livingstreets.org.uk">www.livingstreets.org.uk</a>
Cycle Street	Online cycling journey planner	<a href="http://www.cyclestreets.co.uk">www.cyclestreets.co.uk</a>
Fix My Transport	Online facility for resolving local transport infrastructure problems	<a href="http://www.fixmytransport.com">www.fixmytransport.com</a>
Sustrans	The national sustainable transport charity	<a href="http://www.sustrans.org.uk">www.sustrans.org.uk</a>
Traveline	Online Journey Planner	<a href="http://www.traveline.info">www.traveline.info</a>
My Journey	Local Online Journey Planner	<a href="http://www.myjourneyhampshire.com">www.myjourneyhampshire.com</a>

**Table 4:** Key Travel Resources

#### 4. PROPOSED DEVELOPMENT

- 4.1 The site proposes the development of 209 residential dwellings, with access taken from Peak Lane. The site would include a mixture of affordable and private dwellings, with the proposed accommodation schedule summarised in **Table 5**. A site layout is provided in **Appendix A**.

Size of Dwelling	Affordable Unit Numbers	Private Unit Numbers	Total
1 Bedroom	4	0	4
2 Bedroom	42	29	71
3 Bedroom	32	78	110
4 Bedroom	4	20	24
<b>TOTAL</b>	<b>82</b>	<b>127</b>	<b>209</b>

**Table 5:** Accommodation Schedule

##### Access Arrangement

- 4.2 The site would be served by a single vehicular access point onto Peak Lane. The site access would form a new right turn lane junction on Peak Lane, which has been designed in accordance with CD 123 standards. The bellmouth access into the site itself would measure 6m wide with 10m corner radii. As part of the development, a new road will be constructed between the site and Peak Lane which is demonstrated in the site layout attached as **Appendix A**.
- 4.3 Further details on the site's access arrangements is provided within **Section 5** of the Revised Transport Assessment.

##### Pedestrian Access Arrangements

- 4.4 A 3m wide shared footway/cycleway would be provided on the southern edge of the proposed bellmouth access which will connect to a new crossing to the south of the access on Peak Lane. It is proposed that this crossing point will be supported by a 3m wide refuge island to ensure that pedestrians and cyclists can cross Peak Lane safely. Again, detail of the site's access arrangements is provided within **Section 5** of the Revised Transport Assessment.

##### Car and Cycle Parking

- 4.5 The level of car and cycle parking for the proposed development would be provided in accordance with FBC's Residential Parking Standards SPD (2009). Details of the site's parking strategy is provided within the site's planning statement. Cycle parking on the development would be sheltered and secure. Whilst previous comments from HCC referenced the need for spaces to be 'easily accessible from the highway', this is difficult to define and therefore has been prior agreed as no longer necessary.

## 5. INDICATIVE BASLINE AND TARGET TRAVEL PATTERNS

5.1 In order to establish the modal split of trips generated by the site 2011 Census 'Method of travel to work' data has been obtained. The 'Fareham 007' Mid Super Output Area (MSOA) is considered to be the most representative of the proposed development and includes the proposed development site and the surrounding area. The modal split proposed to be generated by the site is outlined in **Table 6**, with full outputs attached as **Appendix B**.

Mode of Travel	Percentage
Single Occupancy Vehicle	75%
Public Transport	7%
Walk	7%
Bike	2%
Other	9%

**Table 6:** 2011 Census Data 'Journey to Work'

5.2 **Table 6** demonstrates that 75% of all commuter trips are anticipated to be undertaken by car, with this being the most popular method of travel. After vehicle trips, walking and public transport are the next popular mode with 7% of trips travelling on foot or via public transport. Despite the excellent cycle infrastructure surrounding the site the data indicates that 2% of commuters cycle. On this basis the TP should strongly promote cycling and public transport with a focus on identifying the high-quality cycle routes available in close proximity of the site.

### Targets

5.3 SMART (Specific, Measurable, Achievable, Realistic and Time-bound) targets are proposed to be met over a five-year period from 50% occupation of the site. These targets inform the measures, monitoring strategy and Action Plan. Overall a 10% target modal shift away from single occupancy vehicle trips is sought through the implementation of the Travel Plan. Modal split targets are shown in **Table 7**.

Target	Objective	Baseline Modal Share	Target	Modal Share Target
TP1	Single Occupancy Vehicle Trips	75%	-10%	65%
TP2	Increase the number of resident travelling by Public Transport	7%	+4%	11%
TP3	Increase the number of residents walking and cycling to and from the site	9%	+4%	13%
TP4	Increase the number of vehicle trips with passengers	0%	+2%	2%

**Table 7:** Modal Share Targets

5.4 As identified above, a 10% target of modal split away from 'Single Occupancy Vehicle' trips is sought through the implementation of the Travel Plan, and is considered reasonable and realistic at this time based on the detailed analysis of site location and accessibility completed as part of this Travel Plan.



Given the wealth of rail and bus services available to residents a 4% increase in the use of public transport has been set. An increase in 4% has also been set for walking and cycling as the TP would promote the use of local walking and cycle links given the site is located in an area with excellent pedestrian and cycle routes. A 2% modal increase has also been set for car sharing (multi-occupancy vehicle use) to accommodate to those who may travel further afield or prefer the comfort of a car.

- 5.5 The baseline modal share would be determined through a resident's travel survey, which would be undertaken at 50% occupation of the site. This survey would determine the actual baseline travel patterns for the development and would confirm the targets of the TP. Details of the survey schedule are set out in the Implementation and Monitoring section.

## 6. TRAVEL PLAN STRATEGY

- 6.1 The following section proposes a package of measures to be adopted and refined by the Travel Plan Coordinator (TPC) throughout the lifetime of the TP. The measures proposed are influenced by the site location, the TP objectives and targets and local, regional and national policy. The measures chosen could also be continued by local residents beyond the official monitoring period.
- 6.2 The package of measures primarily focuses on 'soft measures' which are to be adopted and refined by the TPC throughout the lifetime of the TP. Other 'hard measures' which are proposed by the development include:
- A 3m wide footway/cycleway on the southern side of the site access which would connect with the existing footway/cycleway on Peak Lane;
  - The provision of a new crossing point to the south of the site access which would be supported by a pedestrian/cyclist refuge island;
  - A pedestrian link at the southern extent of the site providing a shorter route into Stubbington Village Centre;
  - On site pedestrian infrastructure;
  - A permeable site layout; and
  - Cycle parking for each unit.
- 6.3 To support the strategy, a costed Action Plan has been prepared and is attached as **Appendix C**.

### **Key Stages: Preliminary**

- 6.4 In order to meet the aims and objectives of this TP a number of measures are essential to be completed at an early stage. Completing these tasks would help to embed the TP within the development and the local community. Prior to first occupation the TPC should complete all preliminary tasks identified in the Action Plan (**Appendix C**).
- 6.5 The developer would be required to appoint a TPC, whose details would be given to the HCC's travel Plan Officer (TPO) alongside a finalised Action Plan. The TPC would then prepare a database for holding important contact details (residents, TPO, forums etc.) alongside liaison with other local TPC's (such as schools and other residential developments). Through this stage there should be ongoing dialogue between the TPC, the developer and HCC's Travel Plan Officer (TPO).

### **Key Stages: 5 Years Following 50% Occupation**

- 6.6 The Travel Plan would become fully active upon 50% occupation and would remain active for a period



of 5 years following that date. After the official monitoring period has come to an end ownership would pass onto residents and the local community.

- 6.7 During the lifetime of the TP the Action Plan agreed with HCC at the preliminary stage would be expanded upon through the implementation of a variety of measures. These measures would be determined through liaison with the residents, the developer, HCC's TPO, local TPC's (including the TPC of local schools and local developments) and other key players.

#### **Modal Measures: Walking and Cycling**

- 6.8 The site benefits from high quality pedestrian and cycle infrastructure, which provides connection into local amenities and services within Stubbington and the wider area. Amenities within Stubbington Village are accessible via a c.16-minute walk to the south of the site, with further services including a train station accessible within Fareham Town Centre via a 16-minute cycle to the north east of the development.
- 6.9 Route maps, accessibility maps and up-to-date information and event updates will be provided to residents by the TPC through the preparation and maintenance of a dedicated site webpage, as well as bi-annual newsletters. Free health apps such as Moves could also be promoted by the TPC to further encourage the uptake of walking and cycling.
- 6.10 The TPC would investigate the opportunity to provide a bicycle user group for the development and would promote the existing Solent Cycle Group based in Fareham. In addition, the TPC would also seek to ensure (where possible through the local highway authority) that maintenance and improvements where necessary is provided to walking and cycle network signage in the local area.
- 6.11 Improvements to the local infrastructure beyond those proposed at the site access are not considered necessary as the cycle routes and pedestrian networks are considered more than adequate to support a proposed development. Any further improvements and maintenance would also be the responsibility of the local highway authority.

#### **Modal Measures: Public Transport**

- 6.12 The closest bus stops to the development are located on May's Lane and are accessible in less than a 10-minute walk. The Solent Ranger X5 bus service is accessible from the stops on May's Lane, which provides a frequent service to neighbouring centres such as Locks Heath, Warsash, Fareham and Southampton. Maximising residents' use of public transport would be supported through awareness-raising of the local bus services whilst highlighting the costs and benefits in comparison to other travel

modes.

- 6.13 The site is also well located to local rail facilities, with Fareham Train Station accessible in a 10-minute bus journey or 15-17-minute cycle. Services from Fareham Train Station provide direct and convenient access to neighbouring strategic centres and destinations further afield making this an attractive travel mode for residents of the development.
- 6.14 The TPC would provide up-to-date timetable and service information to residents in bi-annual newsletters and on the site's dedicated TP webpage.
- 6.15 The TPC would also be responsible for liaising with local public transport providers to identify any additional measures that could be provided by the operators to support the site. Such measures could include bus stop improvements, the potential for posting timetable information directly to the residents and trying to arrange a discount on the resident's behalf. In addition, the TPC would also investigate the potential of providing development related discounts to further encourage public transport as a primary mode of travel.

#### **Modal Measures: Car Sharing and Sustainable Driving Practices**

- 6.16 On occasions where car use is unavoidable the TPC would seek to promote car sharing through the use of websites such as Lift Share (<https://liftshare.com/uk/journeys/to/hampshire-uk>). Promoting sustainable driving practices such as car sharing helps to reduce pollution and congestion. The Lift Share website provides information about car sharing and helps members to find potential car sharing partners.
- 6.17 The TPC would also provide residents with information of fuel-efficient practices and the benefits of car sharing. Through the TP, the TPC would explore opportunities of setting up a development-based car sharing network if the demand exists given that the starting destination would be the same for residents. The sales team would assist in promoting car sharing and the opportunity could be discussed at resident meetings if available.
- 6.18 As more towns are being required by government to implement Clean Air Zones, the car industry is aiming to provide a greater network of electric charging points, encouraging the greater uptake of electric and hybrid vehicles. Altering resident's perceptions on hybrid, but in particular electric vehicles, is fundamental for creating a more sustainable development. Promotion of both electric and hybrid vehicles is becoming a key aspect of sustainable travel, and with Government grants available, this would be promoted as part of the TPC.

### **Modal Measures: Home/Remote Working and Other Modes**

- 6.19 Working from home and utilising mobile technology has also become a part of the daily work routine for many companies. Although the TP has limited scope to influence workplace practices the TPC would seek to ensure that residents are aware of the developments in smart working technology.
- 6.20 This TP has not identified specific targets for other travel modes such as motorcycles or taxis. Should the monitoring exercises and communication with residents and key players identify a strong interest in other travel modes, the TPC would seek to explore these through dialogue with HCC's TPO.

### **Sustainable Routes to School**

- 6.21 Information packs would be provided for families with school age children detailing information on the sustainable routes to catchment schools (Crofton Anne Dale Infants and Juniors and Crofton School). This will include information on the benefits of walking and cycling to school to help encourage the uptake of sustainable travel to school.

### **Personalised Travel Planning**

- 6.22 Personalised Travel Planning (PTP) would be offered to all residents and promoted through the Welcome Pack, newsletters and website. This information, once requested, would provide individuals with their own tailor-made advice on their most frequent journeys.

### **Local Area and Other Site Users**

- 6.23 The TP should not develop in isolation from the local community and therefore the TPC would seek to maximise liaison and communication between local resident groups and community groups. The TPC would also promote local facilities and encourage the promotion of sustainable travel options to visitors and work alongside other local TPC's (including the TPC of local schools). Early engagement with other active residential Travel Plans, would provide an opportunity for a 'joined up working' approach to maximise resources and share best practice.

### **Visitors**

- 6.24 TP's should also encourage and extend sustainable travel opportunities to any visitors travelling to and from the site. Residents' own positive sustainable travel experiences should have a knock-on effect to visitors. Visitors would also have access to the Travel Plan website similarly to local residents and will be able to make an informed decision on how they travel to and from the site.

### **Consultation and Partnerships**

- 6.25 Within the comments received from HCC on the previous TP, a request was made for the TP to include evidence of preliminary liaison with cycle shops and public transport operators to scope the possibility

of arranging development discounts/vouchers. This would be the role of the TPC once instructed, as detailed above, who as active TPC's are likely to have well established relationships with cycle shops and public transport providers to investigate the opportunity for such discounts/vouchers to be provided. Furthermore, it is unknown when the development would reach first occupation and thus conversations should be taken once the TPC has been instructed and can gauge timescales for occupation of the development.

### **Financial Incentives**

- 6.26 As part of this RFTP and the subsequent TPC work, a £50 voucher would be offered per household to encourage sustainable travel. This voucher would be arranged by the TPC and would likely form a £50 bus voucher (arranged with First Bus) or a £50 cycle voucher to use at a local cycle store. The voucher would be promoted through the Welcome Pack and following newsletters.

### **Communication and Marketing**

- 6.27 The TPC would provide residents with a site-specific website such as Paul Basham Associates' Travel Planning Website (<https://tpc-paulbashamassociates.com>), which would provide information on site accessibility and sustainable travel options. It could also provide information on and promote the following, which would be maintained by local residents in the long term:

- Introduction to the TP;
- Accessibility Map;
- Walking, cycling and public transport links and journey planners;
- Key travel links such as the My Journey personalised journey planner tool;
- TP newsletters;
- TP Welcome Packs;
- TP survey results;
- Local TP forum minutes; and
- Local news/advertisement/discounts.

- 6.28 The creation of a recognisable and identifiable TP logo would be completed by the TPC. This would be used on all TP material and used within the coordinated marketing campaign meetings and communication forms listed below:

- Travel Plan Welcome Pack;
- Newsletter (6 monthly);
- Posters; and
- Social Media Pages.

## 7. IMPLEMENTATION AND MONITORING

### The Travel Plan Coordinator (TPC)

7.1 The role of the TPC would be part-time over the course of the TP, with support from Persimmon Homes. The TPC would likely be operated by an external consultant on a part time basis and would be responsible for implementing and monitoring the TP through the collaboration with residents and the local community ensuring that they are included at every stage. HCC previously requested that details of the time spent by the TPC and details of when their contract would end should be included within the TP. As identified within the previous TP, it is anticipated that approximately 3 hours per week, per year, would be spent on the TP, with the TPC instruction to end once the official monitoring period has ended. As this Full Travel Plan supports a full planning application it is not possible to provide more specific timescales at this time.

7.2 The role of the TPC specifically requires:

- Overseeing the development of the TP;
- Implementing an effective marketing strategy and raising awareness;
- Staying informed on local, regional and national campaigns and promotions;
- Acting as the point of call for all TP related queries;
- Liaising with HCC, residents and the developer; and
- Coordinating the monitoring and evaluation of the TP including the organisation of surveys.

7.3 Upon the appointment of a TPC (at least three months before occupation) contact details would be provided to the HCC TPO to ensure that a clear dialogue is possible from the first introduction of the TP.

### Travel Plan Forums

7.4 The TPC would be required to attend any local travel forums and resident/community meetings to ensure that the TP is well coordinated, remains relevant and is an established part of community.

### Surveys and Feedback

7.5 A consistent approach must be implemented with the following aims in mind:

- Co-ordinating the monitoring programme for the TP including organisation of surveys;
- All informed of TP's aims and objectives, including HCC, residents, and developer;
- A representative and informative account in accordance with development timescales;
- An understanding of local travel modal shares, perceptions and influencing factors;
- An understanding of the progress and impact (successes and obstacles) of the TP;

- Avoiding resident/respondee fatigue by securing a time-efficient, user-friendly and incentivised method of data collection which benefits subsequent TP implementation;
- Being adopted in some form by local residents beyond the TP's active life; and
- Co-ordinated questions with other local TPs.

7.6 This TP's approach to monitoring acknowledges the above requirements and is displayed within **Table 8** and summarised in the subsequent paragraphs.

Preliminary Period	End of Year 1	End of Year 3	End of Year 5
Resident Travel Survey (at 50% occupation)	Resident Travel Survey	Resident Travel Survey	Resident Travel Survey

**Table 8:** Proposed Monitoring Strategy

7.7 At 50% occupation of the development a residential travel survey would be undertaken to confirm the sites modal splits. This provides an opportunity to review the TP targets and to update these if applicable and in agreement with HCC's TPO. Following one year after 50% occupation, resident travel surveys would be undertaken every other year until the end of year five, to confirm the development's modal shares. By undertaking these surveys, it would allow the TPC to ensure that the measures proposed by the TP remain relevant and achievable. An example resident survey is included in **Appendix D**.

7.8 The results of the survey will be available for residents to view on the development's dedicated TP website and also included within newsletters. These results will also be presented at resident association meetings (if available).

7.9 Whilst the minimum response rate for such surveys is 35% (as requested by HCC Travel Plan Guidance) experience of other sites within the county suggests that response rates can vary significantly and that a rate of 10% is more realistic. Therefore, the target response for the resident travel surveys in the preliminary phase and year one would be 35%, with an 'aspirational' response rate of 35% for years 3 and 5 and a minimum response rate of 10%.

7.10 After each travel survey has been conducted and an acceptable response rate from residents has been reached, a monitoring/progress report will be produced and submitted to HCC within 3 months of the survey taking place. This report will outline how the TP has been implemented for the year along with a presentation of survey results and analysis of the responses. The report will then conclude with an

outline of the future monitoring strategy and a confirmation of targets and revisions where necessary/applicable.

- 7.11 Resident survey responses would be incentivised through utilising online methods, the inclusion of a pre-paid envelope, and an opportunity for doorstep completion during the TPC's site visit. The TPC would also explore opportunities to provide further incentives for surveys, such a prize draw for a shopping voucher to overcome fatigue.

#### **Overcoming Barriers to Success**

- 7.12 Should the annual progress review identify shortfalls in the TP's progress (with consideration to any unforeseen circumstances beyond the control of the TPC) the TPC would work with the TPO to identify possible areas for improvement, new measures to try and the period in which such remedial actions should be completed. The evolution of the TP would highlight aspects that were successful and those having little impact, and this would guide the choice in any remedial measures.
- 7.13 Potential barriers may be created by mismanagement of the TP. To prevent these barriers from being created the TPC should have ongoing coordination with HCC.
- 7.14 Whilst specific remedial measures have not been identified within this RFTP, such remedial measures would be identified through discussions with HCC's TPO. The 5-year budget for implementing the Travel Plan Coordination works would be sufficient to ensure that remedial measures could be implemented. Such as if one measure is not working in year 1, there would be budget in Year 2 to rectify this and change to new measures if needed.

#### **Community Handover**

- 7.15 Following the completion of the TP, the site should be operating in a sustainable manner with the promotion of sustainable travel methods embedded in the community's practices. The handover strategy should form a key subject in annual liaison with HCC's TPO as the TP draws to an end. Following the end of the official monitoring period (5 years) local residents should have the necessary tools and experience to continue the TP on a voluntary basis.

#### **Delivery and Enforcement**

- 7.16 The developer would be committed to pay HCC's TP monitoring and evaluation fees which based on the size of the development equate to:
- £1,500 Initial Evaluation Fee
  - £3,000 Annual Monitoring Fee (£15,000 total cost over 5 years)

7.17 This TP should be secured by a Section 106 Agreement with HCC to help ensure its success. A bond value would be agreed through the Section 106 process and is anticipated to be a proportion of the total value of TPC works. Previous TP bond figures have been agreed with HCC at 20%, equating to 1 year of TPC works with this figure rolling for subsequent years. This surety can be used by HCC should the aims and objective of the TP not be achieved.



## 8. SUMMARY AND CONCLUSIONS

- 8.1 This TP has been prepared by Paul Basham Associates to support a full planning application for the development of 209 residential units on land north and south of Oakcroft Lane, Stubbington.
- 8.2 A TP is a strategy that supports national, regional and local policies through managing access to a development site and supporting an increase in sustainable travel. The TP is an evolving process which requires input of the TP authors, HCC and the developer (Persimmon Homes).
- 8.3 This TP's primary aim is to reduce the reliance on the private car whilst increasing the use of sustainable transport modes thus creating a sustainable development by reducing the impact of the developments travel demands, and by raising awareness of sustainable travel practices available to residents and visitors.
- 8.4 An indicative baseline travel modal split and targets have been established for the proposed development site, although all targets and measures would be reviewed and revised where necessary (including after the site-specific baseline survey has been completed at 50% occupation) and agreed with HCC. The overall target of the TP is to create a 10% shift in modal choice away from single occupancy car trips towards more sustainable modes.
- 8.5 In order to meet the key objectives of this TP, a number of measures are proposed for implementation from an early stage. Such measures primarily focus on initial infrastructure improvements and establishment of the TP within the site and informing residents and staff of the site's TP. Meeting these measures at an early stage will help the TP's targets to be achieved in the long-term.
- 8.6 A TPC will be appointed to oversee the implementation of the TP. The TPC will be responsible for encouraging changes in travel behaviours towards more sustainable travel through effective communication with the residents. The TPC will organise the surveys and liaise with HCC's TPO to ensure accurate baseline travel trends against which the TP targets are set. The Action Plan will be updated and revised based on the survey results to ensure that coordination remains an active process and that the TP becomes increasingly integrated into the local community.

## Appendix A

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Oakcroft Lane, Stubbington  
Revised Full Travel Plan

Paul Basham Associates Ltd  
Report No 048.0013/RFTP/2







Home Zone

Home Zone

Pond and Attenuation Basin

Footpath

Pedestrian Links

Sub Station

Home zone

Turning head

POS

Tree Lined 5.5m Primary Access

POS

Home zone

Home zone

Rev	Date	Revision Details	Dr	Ch
E	22.04.20	Bypass junction amended	br	db
D	25.02.20	see planning cover note	br	db
C	05.11.19	see planning cover note	br	db
B	20.09.19	see planning cover note	br	db
A	22.07.19	see planning cover note dated 23 July	br	db



Job Title  
Oakcroft Lane, Stubbington

Drawing Title  
Site Layout

Job No	Drawing No	Rev
220	A-02-015-SL	E
Drawn	Checked	Date
BR	DB	March '19

Scale  
1:1000 @ A1 / 1:2000 @ A3

Status  
**PLANNING**



## Appendix B

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Oakcroft Lane, Stubbington  
Revised Full Travel Plan

Paul Basham Associates Ltd  
Report No 048.0013/RFTP/2



## WP7701EW - Method of travel to work (2001 specification) by distance travelled to work

ONS Crown Copyright Reserved [from Nomis on 1 April 2020]

population	All usual residents aged 16 to 74 in employment in the area the v
units	Persons
area type	2011 super output areas - middle layer
area name	E02004733 : Fareham 007
distance travelled to work	All categories: Distance travelled to work

### Method of travel to work (2001 specification)

	2011
All categories: Method of travel to work (2001 s	2,879
Work mainly at or from home	428
Train, underground, metro, light rail, tram, bus,	174
Driving a car or van	1,829
Bicycle	58
On foot	171
All other methods of travel to work	219

In order to protect against disclosure of personal information, records have been swapped between different gec

## **k (Workplace population)**

week before the census

ographic areas. Some counts will be affected, particularly small counts at the lowest geographies.

## Appendix C

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Oakcroft Lane, Stubbington  
Revised Full Travel Plan

Paul Basham Associates Ltd  
Report No 048.0013/RFTP/2





# OAKCROFT LANE, STUBBINGTON TRAVEL PLAN ACTION PLAN



Actions	Responsibility	Timescale
Travel Plan Co-ordinator (TPC) Instruction, Establish Database and Confirm TPC's role with HCC	Persimmon Homes / TPC	3 months prior to Occupation
Relevant TP logo and identity established	TPC	Prior to Occupation
Set up marketing campaign including online web page	TPC	Prior to Occupation
Development of sustainable routes to school packs	TPC	Prior to Occupation
Development and distribution of Welcome Packs	TPC	Prior to Occupation
Site Visit and Training of Sales Staff to introduce TP and incentives available	TPC	Prior to Occupation
Provision of Cycle Parking	Persimmon Homes	Prior to Occupation
Determine communication strategy including attendance at resident meetings, newsletters, webpage and use of any external communication forms	TPC	Prior to Occupation
Prepare TP action database for logging/recording	TPC	Prior to Occupation
Liaise with Cycle Shop and Bus Operator and organise potential discounts	TPC	Prior to Occupation
Provide Maps of cycle and pedestrian routes and the distances to local facilities and destinations on the website and in the welcome pack	TPC	Prior to Occupation
<b>Monitoring Stages - Surveys and Feedback</b>		
Resident Travel Survey	TPC	50% Occupation
End of Preliminary Phase Report and revise targets where necessary	TPC	End of Preliminary Phase

Preliminary Costs £4,500

Actions	Responsibility	Timescale	Year 1 (start at 50% Occupation)	Year 2	Year 3	Year 4	Year 5	Total
<b>Personal Travel Planning (General TPC Activities)</b>								
Liaison with residents regarding Personalised Travel Planning	TPC	Ongoing						
Promote sustainable routes to school	TPC	Ongoing						
Promote car sharing	TPC	Ongoing						
Maintain dialogue with local public transport service operators for service changes and promotions	TPC	Ongoing						
Maintenance of local area walking / cycling route map and public transport information	TPC	Ongoing						
Keep up to date on local walking, cycling, public transport and car-sharing initiatives	TPC	Ongoing						
Promote local area key facilities, including walking and cycling	TPC	Ongoing						
Promote national sustainable travel days such as Walk to Work Week	TPC	Ongoing	£4,389.00	£3,657.50	£2,194.50	£2,194.50	£2,194.50	£14,630.00
Cooperation and coordination with local, regional and national campaigns and events	TPC	Ongoing						
Promote Bike Week and local cycling routes	TPC	Ongoing						
Promote car sharing schemes such as Hampshire Lift share	TPC	Ongoing						
Provision of information on local road network routes, cost comparison tables, fuel efficiency practices and fuel efficient vehicles and local electric vehicle charger provision	TPC	Ongoing						
Promote and explore opportunities to co-ordinate deliveries	TPC	Ongoing						
<b>Marketing and Communications</b>								
Newsletters/ Leaflets	TPC	Biannually	£ 800	£ 800	£ 800	£ 800	£ 800	£ 4,000
Website	TPC	Minimum of 2 updates per year	£ 400	£ 400	£ 400	£ 400	£ 400	£ 2,000
Site Visit/Audit/Event	TPC	Annual Event	£ 750	£ 750	£ 750	£ 750	£ 750	£ 3,750
<b>Monitoring Stages - Surveys and Feedback</b>								
Progress Review and Liaison with HCC	TPC	End of Each Year	£ 750	£ 500	£ 750	£ 500	£ 750	£ 3,250
Resident Travel Survey	TPC	Ends of Year 1, 3 and 5	£ 750		£ 750		£ 750	£ 2,250
Handover	TPC	End of Year 5					£ 500	£ 500
<b>Year Estimates</b>			£ 7,839	£ 6,108	£ 5,645	£ 4,645	£ 6,145	£ 30,380
<b>Preliminary Stage + Year Estimates</b>								£ 34,880

Financial Incentives	Voucher Amount	Units	Voucher Total 100% Take Up
£50 Travel Voucher - One per household		£50	209
			£10,450

Project Details	
Scheme	Oakcroft Lane, Stubbington
No. of Units	209
Personal Travel Planning Budget per unit	£ 70
Total Personal Travel Planning Budget	£ 14,630
Consent Date	TBC
1st Unit Occupation Target	TBC
Full Occupation Target	TBC
Applicant	Persimmon Homes
Local Authority	Fareham Borough Council
LA Travel Plan Officer	TBC
Travel Plan Author	SN
Travel Plan Co-ordinator	TBC

TPC Works Plus Disbursements £ 45,330

Version	Date	TPC Author	Comment
1	Apr-20	SN	

## Appendix D

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Oakcroft Lane, Stubbington  
Revised Full Travel Plan

Paul Basham Associates Ltd  
Report No 048.0013/RFTP/2



Thank you for taking the time to complete our annual travel survey. This will help us understand your travel needs.

Don't forget to fill out your details at the end!

You can send your completed survey via:

- Post using the pre-paid envelope: Paul Basham Associates, Lancaster Court, 8 Barnes Wallis Rd, Fareham, PO15 5TU
- Or you can fill this out via **Survey Monkey** on <https://www.surveymonkey.com/s/xxxxxxx>
- Email: [travelplan@paulbashamassociates.com](mailto:travelplan@paulbashamassociates.com)



**SITE NAME**

Hello **SITE NAME** resident! This survey will only take a few minutes and will help us understand a little more about your journeys and your local travel. Thank you for your time!

**1. What is your main mode of travel? (Please choose 1)**

- Car Alone
- Car Share
- Walk
- Cycle
- Public Transport
- Other (please specify \_\_\_\_\_)

**2. How often do you use another form of transport?**

- Never
- Very rarely/sometimes
- Once a month
- Once a fortnight
- Once a week

**3. If you were to change your mode of travel what mode would it most likely be:**

- Cycle
- Walk
- Train
- Bus
- Car Share
- Other please specify \_\_\_\_\_

**4. What is your most frequent journey for?**

- Work/Education
- Leisure/Retail
- Health (doctors/hospital)
- Visiting friends/family
- Other

**5. How far do you usually travel for your most frequent journey?**

- 0-10 Miles
- 11-20 Miles
- 21-30 Miles
- 31-40 Miles
- 41 Miles Plus

**6. How long does your most frequent journey usually take?**

- 0-10 Minutes
- 11-20 Minutes
- 21-30 Minutes
- 31-45 Minutes
- 46-60 Minutes
- Over 1 hour

**7. To which location do you travel the most regularly?**

- XXX
- XXX
- XXX
- XXX
- XXX
- Other please specify \_\_\_\_\_

**8. Have you claimed your FREE travel gift? (£XX bus pass or £XX Cycle voucher)**

- Yes (Please go to question 10)
- No (Please complete next question)

**9. I would like to claim:**

- £XX Bus Pass
- £XX Cycle voucher

**10. If you answered 'YES' to question 8, did this voucher change your travel habits, if so how?:**

**11. Is there anything else you would like to tell us about travel in your local area?:**

In order for us to process your voucher request, we require the following information. Please note that this information can be deleted at any time.

Name: \_\_\_\_\_

House/Flat number: \_\_\_\_\_

Street Name: \_\_\_\_\_

Postcode: \_\_\_\_\_

Email Address: \_\_\_\_\_

**INSERT DEVELOPER  
LOGO**

## APPENDIX 3

### Ecological Mitigation Land Transfer

# Land Registry

## Transfer of part of registered title(s)

# TP1

1.1.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.	1 Title number(s) out of which the property is transferred: HP701497
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	3 Property:  Land at Crofton Manor Farm, Peak Lane, Fareham  The property is identified  <input type="checkbox"/> on the attached plan and shown:  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
Place 'X' in the appropriate box and complete the statement.  For example 'edged red'.  For example 'edged and numbered 1 in blue'.  Any plan lodged must be signed by the transferor.	4 Date:
Give full name(s).  Complete as appropriate where the transferor is a company.	5 Transferor:  For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:  For overseas companies (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
Give full name(s).	6 Transferee for entry in the register:  [ ]

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For UK incorporated companies/LLPs  
Registered number of company or limited liability partnership including any prefix:

For overseas companies  
(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

[ ]

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

- full title guarantee
- limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Complete as necessary.

Use this panel for:

12 Additional provisions

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

## Definitions

- 12.1 In this Transfer the following definitions and interpretation shall apply:
- 12.1.1 **Estate:** the freehold property at Crofton Manor Farm, Peak Lane, Fareham being the remainder of the land (excluding the Property) within the ownership of the Transferor registered at the Land Registry under title number HP701497 as at the date of this Transfer.
- 12.1.2 **LPMPA 1994:** the Law of Property (Miscellaneous Provisions) Act 1994.
- 12.1.3 **Service Media:** all sewers, drains, watercourses, pipes, cables, wires and other channels or conduits designed for the passage of Services and all related chambers, tanks or other infrastructure.
- 12.1.4 **Services:** water, sewage, electric, gas, telephone, soil and other services or supplies.
- 12.1.5 **S106 Agreement:** a unilateral undertaking under section 106 of the Town and Country Planning Act 1990 relating to the Property and the Estate made by the Transferor in favour of Fareham Borough Council and Hampshire County Council and dated [ ]
- 12.1.7 Words importing the masculine gender include the feminine and vice versa.
- 12.1.8 Words importing the singular include the plural and vice versa.
- 12.1.9 References to persons include bodies corporate and vice versa.
- 12.1.10 References to the Transferor shall include its successors in title to the Estate and the owners and occupiers of the Estate from time to time.



12.1.11 References to the Transferee shall include its successors in title to the Property and the owners and occupiers of the Property from time to time.

12.1.12 Reference to any right exercisable by the Transferor or by the Transferee whether or not in common with another party includes (where appropriate) the exercise of such right by all persons authorised by the Transferor or the Transferee (as appropriate) and all other persons having a like right.

12.1.13 Reference to any right of access or entry onto land for the purpose of carrying out works includes (where appropriate) access or entry by agents, employees and contractors with all necessary tools, plant, equipment and materials.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.1 Rights granted for the benefit of the property  
The Transferor grants for the benefit of the Property.

(a) A right at all times in common with all others similarly entitled of entry onto the unbuilt upon parts of the Estate for the purposes of maintaining repairing and reinstating any structures boundary walls fences gutters and pipes on the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage

thereby occasioned being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

- (b) A right at all times for the Transferee and its employees contractors and agents to have access to and egress from the Property with or without vehicles plant and machinery over any roadway laid upon the Estate for the purpose only of maintaining the Property as ecological mitigation land and for the general public a right of way on foot only over and along the said roadway for the purpose of access to and egress from the Property for the proper use of the same as ecological mitigation land until such time (if ever) as the roads and footways shall be adopted and become highways maintainable at the public expense

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

## 12.2 Rights reserved for the benefit of other land

### Exceptions and Reservations

The Property is transferred subject to the following exceptions and reservations which are excepted and reserved for the benefit of each and every part of the Estate and for the statutory authorities and utility companies providing gas water electricity communications and other services to adjoining or neighbouring properties.

- (a) A right in common with all others similarly entitled to use and where necessary and expedient to install renew repair replace and/or remove such Service Media as may now or in the future serve the Estate but pass in on over or under the Property

together with a right of entry exercisable on reasonable notice in writing (except in the case of emergencies) onto the Property for the purposes of inspection renewal maintenance repair and reinstatement of the Service Media and for moving installing laying and connecting to the Service Media subject to the minimum of inconvenience being caused and to all damage occasioned thereby being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

- (b) A right in common with all others similarly entitled of entry onto the Property for the purposes of maintaining repairing and reinstating any structures boundary walls fences roofs gutters and pipes on the Estate but which pass in on over or under the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage thereby occasioned being made good forthwith to the satisfaction of the Transferee or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

Include covenant. words of

12.3 Restrictive covenants by the transferee

THE Transferee HEREBY COVENANTS with the Transferor for the benefit of the Estate and for the benefit of the land now or formerly comprised in the Title above mentioned not henceforth to use the Ecological Mitigation Land other than as for ecological mitigation land.

Include covenant. words of

12.4 Restrictive covenants by the transferor

NONE

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.5 Other

Indemnity covenant by Transferee

WITH the object of affording to the Transferor a full and sufficient indemnity in respect of a breach of the covenants and stipulations referred to in the Property and Charges Registers of the title number set out in panel 1 of this Transfer (but not further or otherwise) the Transferee hereby covenants with the Transferor that the Transferee and its successors in title will indemnify and keep indemnified the Transferor and his/their respective estates from and against all claims actions demands and liability in respect of any non-observance or non-performance of the said covenants and stipulations insofar as the same are still subsisting and capable of taking effect and being enforced and affect the Property

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.






## **APPENDIX 4**

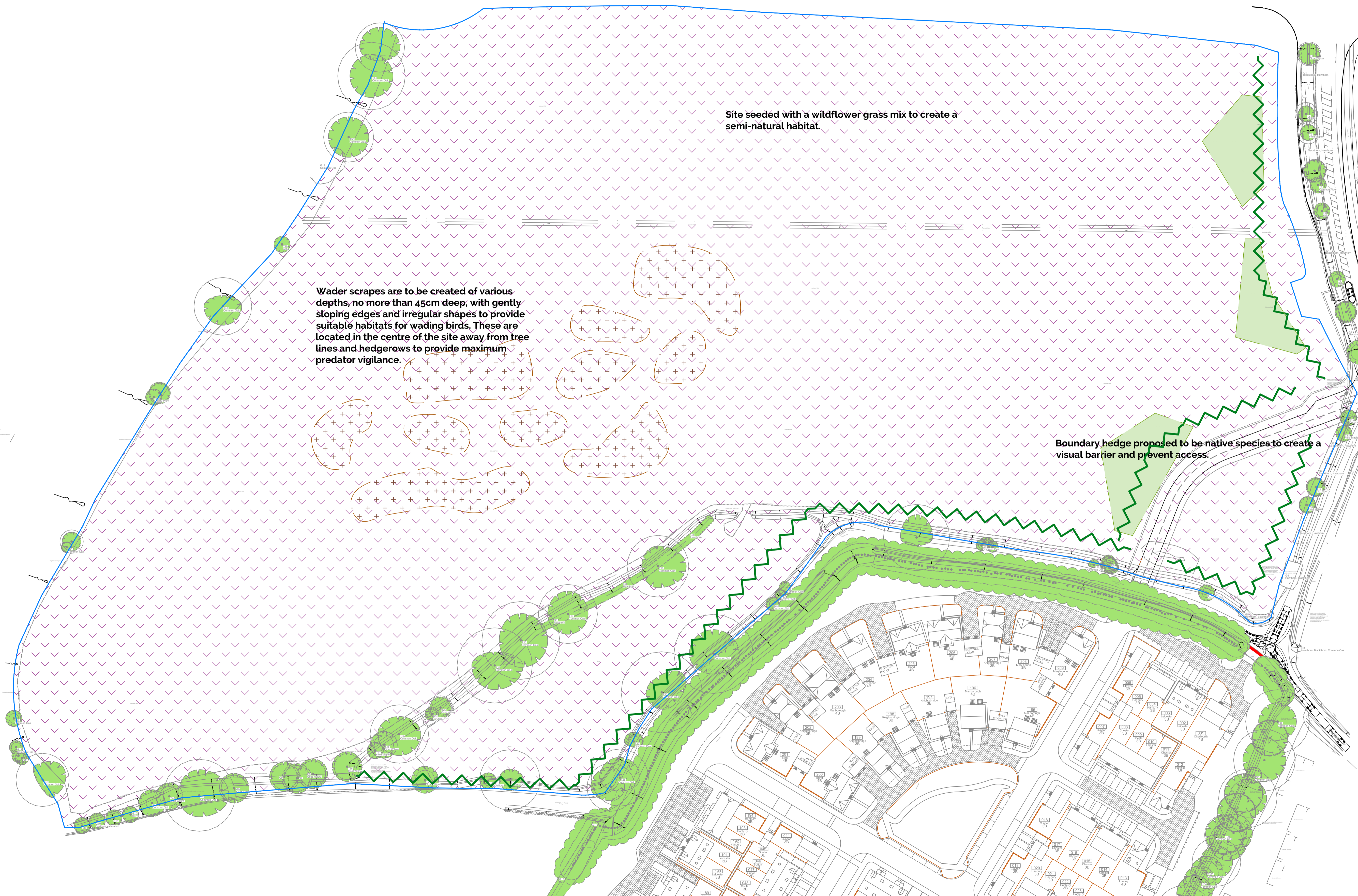
### **Ecological Land Management Plan**



**SPECIFICATION**  
 All works generally, to comply with the written Soft Landscape Specification.

**NOTES:**  
 DO NOT SCALE FROM DRAWING  
 NOT FOR CONSTRUCTION, FOR PLANNING PURPOSES ONLY

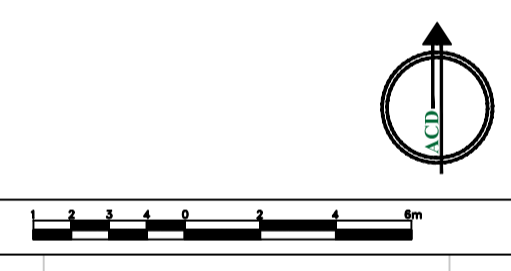
- Legend**
-  Existing trees to be retained and protected during construction
  -  Proposed wader scrapes
  -  Proposed grassland areas, to be seeded with EM2 wildflower meadow grass seed mix as supplied by Emorsgate and sown at 4 grams per sqm, or similar and approved
  -  Proposed native boundary hedge
  -  Proposed area for new scrub planting



Site seeded with a wildflower grass mix to create a semi-natural habitat.

Wader scrapes are to be created of various depths, no more than 45cm deep, with gently sloping edges and irregular shapes to provide suitable habitats for wading birds. These are located in the centre of the site away from tree lines and hedgerows to provide maximum predator vigilance.

Boundary hedge proposed to be native species to create a visual barrier and prevent access.



A	28.09.20	Ecology comments	JM
Rev	Date	Details	Drawn



**ACD ENVIRONMENTAL**  
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 Tel: 02382 026300  
 email: mail@acdenv.co.uk  
 www.acdenvironmental.co.uk

Persimmon Homes

scheme: Oakcroft Lane  
 Stubbington  
 client: Persimmon Homes  
 drawing: North Oakcroft Lane Strategy  
 date: April 2020  
 scale: nts@A1  
 drawing no: PERSC22805 20  
 drawn: JM checked: DKM

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

EXECUTED AS A DEED by )  
DUNLEY ESTATE LIMITED )  
in the presence of: )

Director:

Director/Secretary:

EXECUTED AS A DEED by )  
PERSIMMON HOMES LIMITED )  
in the presence of: )

Director:

Director:

Witness: