
SUMMARY OF UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country
Planning Act 1990 and other powers relating to
development of land at east of Posbrook Lane
Titchfield Fareham Hampshire PO14 4EZ

PARTIES

- (1) **MICHAEL ANTHONY ORSULIK** of 65 Locks Heath Park Road, Locks Heath, Southampton SO31 6NA ("the Owner")
- (2) **FOREMAN HOMES LIMITED** (Co. Reg. No. 03313213) whose registered office is at Unit 1 Station Industrial Park, Duncan Road Park Gate, Southampton, Hampshire, SO31 1BX ("the Developer")

TO:

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

LAND INTEREST

The Unilateral Undertaking will bind the Application site. The Application Site is registered under title number HP652326.

OBLIGATIONS

The Unilateral Undertaking contains the following planning obligations

- 1 Affordable Housing
 - 1.1 40% of the Residential Units will be provided as Affordable Housing and of those units 65% shall be Affordable Rent/Social Rent and 35% shall be Intermediate Housing Units.
 - 1.2 The Affordable Housing will include the following Units types-

Type of Accommodation	% of Total Number of Affordable Housing Units according to tenure
<u>Affordable/Social Rent Units</u>	
1 bed dwelling (flat or house)	27%
2 bed dwelling (flat or house)	20%
3 bed house	40%
4 bed house	13%

<u>Intermediate Housing Units</u>	
1 bed dwelling (flat or house)	20-25%
2 bed dwelling (flat or house)	45-55%
3 bed house	25-35%
4 bed house	0-5%

1.3 The exact location of the Affordable Housing Units will be submitted to the Council for approval prior to the implementation of the Development. The Affordable Housing Units will be seamlessly integrated and distributed throughout the Development in clusters of no more than 12 units.

1.4 No more than 60% of Open Market Units will be occupied until all of the Affordable Housing Units have been constructed and transferred to an RP. The UU contains details of what the transfer shall include.

2 LEAP

2.1 A LEAP will be provided and will be delivered in accordance with a scheme of works that will first be agreed with the Council in writing. The Scheme of Works will be submitted and approved prior to Commencement of Development.

2.3 No more than 40% of the Residential Units will be occupied until the LEAP has been completed and transferred to the Council.

2.4 The LEAP will be offered to the Council and no more than 40% of the Residential Units will be occupied until either

2.4.1 the LEAP has been provided on the LEAP Land and the LEAP Land has been transferred to the Council; or

2.4.2 the LEAP Contribution of £70,000 has been paid to the Council and the LEAP Land has been transferred to the Council; or

2.4.3 The LEAP has been provided on the LEAP Land and transferred to a Management Company (in the event the Council choose not to take on the LEAP).

2.5 A LEAP Maintenance contribution of £38,000 will be paid to the Council or the Management Company as appropriate.

3 Financial Contributions

3.1 The following financial contributions will be paid to the Borough Council

3.1.1 Bird Aware Solent Contribution – to be calculated in accordance with the following –

- £361 for each Residential Unit comprising a one bedroom dwelling

- £522 for each Residential Unit comprising a two bedroom dwelling
- £681 for each Residential Unit comprising a three bedroom dwelling
- £801 for each Residential Unit comprising a four bedroom dwelling
- £940 for each Residential Unit comprising a dwelling with five bedrooms

3.2 The following financial contributions will be paid to the County Council

3.2.1 Primary Education - The sum of £121,915 (Index Linked) towards additional infrastructure at Titchfield Primary School including the production of a school travel plan, additional sustainable travel infrastructure such as scooter/cycle storage and improvements to footpaths/cycleways in the vicinity of the school. The school travel plan contribution will be up to £20,000 within this overall sum and will be classified as revenue funding.

3.2.2 Resurfacing and Fencing Contribution - The sum of £183,500 Index Linked to be used for resurfacing 1.5km of Footpath 48 / 51, addition of dog fencing on Footpath 48, provision of 3 additional dog steps into the canal, additional stock fencing and for increased maintenance of fencing

4 BIRD CONSERVATION AREA

4.1 The Bird Conservation Area is to be laid out and completed prior to commencement of the remainder of the Development in accordance with the details of the Technical Note appended to the UU.

4.2 The Owner will use reasonable endeavours to transfer the Bird Conservation Area to the Hampshire & Isle of Wight Wildlife Trust, RSPB or other suitable body agreed by the Borough Council.

4.3 If a transfer cannot be agreed, the Owner will incorporate a Management Company to manage the Bird Conservation Area.

4.4 A commuted Sum will be paid to the party that takes on the Bird Conservation Area.

4.5 The Bird Conservation Area is to be managed and maintained in accordance with the requirements of the Technical Note.

4.6 To carry out any works required for the maintenance of the Bird Conservation Area that are identified by the Bird Conservation Area Monitoring Scheme.

4.7 A Bird Conservation Area Monitoring Contribution of £11,812.50 will be paid to the Borough Council.

5 Management of Land and Management Company

5.1 A Management Company will be incorporated to manage the different areas of the site and land adjacent to the Application site in the ownership of the owner as identified on the Land Use Plan.

5.2 Details of the Management company and how it will be funded will be submitted to the Council.

- 5.3 The areas to be managed will be the Development Area (not including individual plots but including the LEAP if it is not transferred to the Council) and the Landscaped Area (which if it is required will include the Open Space).
- 5.4 The Landscaped Area will be provided and maintained in accordance with details submitted pursuant to the Planning permission, with those Landscaped Areas falling outside the application red line area being managed on the same basis.

6 OPEN SPACE

Schedule 7 contains requirements for the provision of Open Space. It is not accepted by the Appellant that Open Space is necessary so the provisions of this Schedule are subject to a clause stating that they will only take effect if the Inspector determines they are necessary.

If determined as necessary, the following will be required –

- 6.1 Open Space of at least the minimum required size as set out in Appendix 1 to the UU will be provided.
- 6.2 The Owner will confirm prior to Commencement of Development where the Open Space will be but it will be within an Open Space Area as shown in a plan attached to the S106.
- 6.2.1 No more than 40% of the Residential Units will be occupied until the Open Space has been made available for use by the public and that public use shall thereafter be made available.

7 RECREATIONAL DISTURBANCE

- 7.1 A separate UU has been provided which provides for the payment of a financial contribution of The sum of £351.20 per Residential Unit to be paid to the Borough Council to mitigate the impact which the Development would otherwise have on the European Nature Conservation Sites within the administrative area of the New Forest National Park Authority.
- 7.2 The European Nature Conservation Sites are
1. New Forest Special Area of Conservation
 2. New Forest Special Protection Area
 3. New Forest Ramsar site