

Dated:

3 NOVEMBER

2022

**BARGATE HOMES LIMITED**

and

**ANDREW CARLIN DANIELS and ELIZABETH ANN HAMMOND**

and

**STEVEN HAMMOND, JOANNA MARY HAMMOND, NIGEL FRANK HAMMOND AND JULIE VICTORIA  
TUCKER**

and

**MILLER HOMES LIMITED**

to

**FAREHAM BOROUGH 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 east of Newgate Lane East, Fareham and  
land west of Old Street, Fareham

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

**Ref: ENV-048771**

**BY:**

- (1) **BARGATE HOMES LIMITED** (Company Registration Number 05626135) whose registered office is at Peninsular House, Wharf Road, Portsmouth, PO2 8HB ("the Old Street Owner")
- (2) **ANDREW CARLIN DANIELS** of 18 North Pallant, Chichester, PO19 1TQ and **ELIZABETH ANN HAMMOND** of 14 Old Street, Fareham, PO14 3HU ("the First Owner"); and
- (3) **STEVEN HAMMOND** of True North House, Parkstone Road, Ropley, Alresford, SO24 0EW and **JOANNA MARY HAMMOND** of 2d Claremont Road, Teddington, TW11 8DG and **NIGEL FRANK HAMMOND** of 16 Poundgate Drive, Titchfield Common, Fareham PO14 4AT and **JULIE VICTORIA TUCKER** of 67 Fitzroy Drive, Lee-on-the-Solent, PO13 8LY ("the Second Owner"); and
- (4) **MILLER HOMES LIMITED** (Company Registration Number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH ("Miller")

**TO:**

- (5) **FAREHAM BOROUGH COUNCIL** of Civic Offices, Civic Way, Fareham, Hampshire, PO16 7AZ ("the Borough Council")

**RECITALS**

- A The Borough Council is the local planning authority for the purposes of the Act for the purposes of this Deed.
- B The Old Street Owner is the freehold owner of the Old Street Land registered at the Land Registry with Title Number HP864102 and subject to the entries as set out in the Charges Register of Title Number HP864102 but otherwise free from encumbrances.
- C The First Owner is the freehold owner of the First Land registered with title absolute at the Land Registry under Title Number HP782021 and the Second Owner is the freehold owner of the Second Land registered with title absolute at the Land Registry under Title Number HP761518.
- D The Developers have submitted the Appeal in respect of the Newgate Lane East Land.
- E The parties have entered into this Deed to impose obligations and restrictions as to the agricultural use of part of the Old Street Land in order that it provides suitable habitat for the roosting and foraging of Wading Birds and Brent Geese pursuant to the Solent Waders and Brent Goose Strategy, to mitigate against the impact of the proposed development of the Newgate Lane East Land.
- F The Original Birds Undertaking was given on 6<sup>th</sup> July 2021 in respect of the Existing Newgate Lane East Development and it is agreed that the provisions in the Original Birds Undertaking are sufficient to mitigate the impact of the both the Existing Newgate Lane East Development and the Development. Therefore, if the Existing Newgate Lane East Development is implemented prior to the Appeal granted and/or the Permission being Implemented, so as to trigger compliance with the obligations in the Original Birds Undertaking, then the intention of the parties is that the obligations in this Undertaking shall cease to be enforceable.

**IT IS AGREED 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:

<b>"Act"</b>	the Town and Country Planning Act 1990 (as amended)
<b>"Appeal"</b>	the appeal against the non-determination of the Application pursuant to section 78(2) of the Act submitted to the Secretary of State and allocated reference number APP/A1720/W/22/3299739
<b>"Borough Council's Legal Costs"</b>	the Borough Council's legal costs in connection with the preparation of this Deed
<b>"Commutated Sum"</b>	The sum of £242,962.50 (two hundred and forty two thousand nine hundred and sixty two pounds and fifty pence) being the costs of compliance with the Grassland Regime and Monitoring Obligations for the Perpetuity Period, as summarised at paragraph 7.0 and Table D.4 of the Wading Birds and Brent Geese Habitat Enhancement Scheme
<b>"Decision Letter"</b>	a decision in writing issued by either the Secretary of State or the Inspector determining the Appeal
<b>"Deed"</b>	this unilateral undertaking given by deed
<b>"Developers"</b>	collectively the Old Street Owner and Miller
<b>"Development"</b>	the development of the Newgate Lane East Land in accordance with the Permission
<b>"Existing Newgate Lane East Development"</b>	The development of land at Peel Farm, Fareham permitted on appeal on 28 <sup>th</sup> July 2021 under appeal reference APP/A1720/W/21/3269030 and application reference P/19/1260/OA for the construction of up to 99 residential dwellings, landscaping, open space and associated works, with access from Brookers Lane
<b>"First Land"</b>	That part of the Newgate Lane East Land registered at the Land Registry under Title Number HP782021
<b>"Grassland Regime"</b>	the grassland management regime and creation of scrapes as set out at paragraph 4.1-4.3 of the Wading Birds and Brent Geese Habitat Enhancement Scheme, to be implemented in accordance with the timetable set out at Table D.3 attached to the Scheme, together with the creation and maintenance of margins pursuant to paragraph 4.3 of the Wading Birds and Brent Geese Habitat Enhancement Scheme, both of which are to be complied with for the Perpetuity Period

"Grassland Regime Implementation Notice"	Written confirmation, including a description of the works carried out and enclosing contemporaneous photographic evidence, of the flailing and preparation of the Old Street Land and the sowing of perennial rye grass and white clover seed and the creation of scrapes on the Old Street Land so as to evidence implementation of the Grassland Regime
"Implementation"	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Permission (irrespective of non-compliance with any condition of the Permission) and the phrases "Implemented" and "Implementation" shall be construed accordingly
"Implementation Date"	The date that the Permission is Implemented
"Index Linked"	for the purposes of any 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 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
"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 shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation
"Inspector"	a planning inspector appointed by the Secretary of State to consider the Appeal under delegated powers
"Interest"	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)
"Land Trust"	The Land Restoration Trust (company registration number 05077263) whose registered office is at 7 Birchwood One, Dewhurst Road, Birchwood, Warrington, WA3 7GN
"Management Company"	A management company whose purpose shall be the management of the Old Street Land and the performance of the Grassland Regime and Monitoring Obligations and the first shareholders of which shall be the freehold owners of the Old Street Land and the Newgate Lane East Land (if the Permission has been Implemented) at the time that the Management Company is incorporated
"Monitoring Fee"	the sum of £32,812.50 (thirty two thousand eight hundred and twelve pounds and fifty pence) to be paid to the Borough Council to meet the Borough Council's reasonable costs in



	reviewing and monitoring compliance with the Grasslands Regime
"Monitoring Obligations"	the deployment of two cameras at the Old Street Land for a period of five days each month from October to March (inclusive) annually for the first five years of the Grassland Regime and thereafter every ten years for the remainder of the Perpetuity Period, and annual site visits in winter for the first ten years and thereafter every five years for the remainder of the Perpetuity Period in accordance with the requirements set out at paragraph 4.4 of the Wading Bird and Brent Geese Habitat Enhancement Scheme, to be carried out on each occasion by a suitably qualified ornithologist, and <b>Monitoring Survey</b> means each occasion that a photographic survey is carried out from October to March inclusive
"Monitoring Report"	A report prepared by a suitably qualified ornithologist setting out the results of each Monitoring Survey
"Newgate Lane East Land"	the First Land and the Second Land shown for identification purposes only edged with a red line on Plan 2
"Newgate Lane East Owner"	the First Owner and the Second Owner
"NPPF"	the National Planning Policy Framework published in 2021 or any replacement or modification of the same
"Offer"	An offer in writing to transfer the freehold interest in the Old Street Land on the basis of the Transfer Requirements
"Old Street Land"	Land west of Old Street, Stubbington, Fareham registered at the Land Registry with absolute title under Title Number HP864102 shown for the purposes of identification only edged red on Plan 1
"Original Birds Undertaking"	The unilateral undertaking dated 6 <sup>th</sup> July 2021 given by Lilybell Limited (1), Juliet Blanche Smith, Gordon Stratton Quentin Smith and Richard Brian Quentin Smith (2) and the Old Street Owner (3) to Fareham Borough Council
"Plan 1"	the plan annexed hereto and marked "Plan 1" showing the Old Street Land edged red
"Plan 2"	the plan annexed hereto and marked "Plan 2" showing the Newgate Lane East Land edged red
"Permission"	any outline planning permission to be granted by the Secretary of State or an appointed Inspector pursuant to the Appeal
"Perpetuity Period"	A period of one hundred and twenty five (125) years from the date of the Grassland Regime Implementation Notice
"Planting Season"	March to September in a given year
"Second Land"	That part of the Newgate Lane East Land registered at the Land Registry under Title Number HP761518

"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities
"Solent Waders and Brent Goose Strategy"	The Solent Waders and Brent Goose Strategy published by the Hampshire and Isle of Wight Wildlife Trust in 2020, as supplemented by the Solent Waders and Brent Goose Strategy Guidance on Mitigation and Off-setting Requirements dated October 2018 and published by the Solent Waders and Brent Goose Strategy Steering Group.
"Transfer Requirements"	The terms set out at clause 5.3 of this Deed
"Wildlife Trust"	Hampshire and Isle of Wight Wildlife Trust (Co Regn No 00676313 and registered charity number 201081) whose registered address is at Beechcroft House, Vicarage Lane, Curdridge, Hampshire, SO32 2DP.
"Wading Birds and Brent Geese Habitat Enhancement Scheme"	The document entitled "Appendix D – Off-Site Winter Bird Mitigation Strategy" prepared by Tetra Tech and annexed at Appendix A to this Deed (as may be varied by agreement in writing with the Borough Council in consultation with Natural England (or any successor body)).
"Working Day(s)"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

## 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 PROVIDED THAT:
- 2.3.1 the obligations contained in this deed binding the Old Street Land shall only be enforceable against the Old Street Owner and its successors in title to the Old Street Land; and
- 2.3.2 the obligations contained in this deed binding the Newgate Lane East Land shall only be enforceable against the Newgate Lane East Owner and its successors in title to the Newgate Land East Land.
- 2.4 Any reference to a statute shall include any modification, extension or re-enactment of that statute 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 statute 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 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.
- 2.9 Obligations not to do something under this Deed shall be deemed to be obligations not to permit or suffer such thing to be done.

### **3 STATUTORY AUTHORITY**

- 3.1 This Deed is made pursuant to Section 106 of the Act.
- 3.2 The covenants, restrictions and requirements imposed upon the Old Street Owner and the Newgate Lane East Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Borough Council as local planning authority against the Old Street Owner (in respect of the Old Street Land) and the Newgate Lane East Owner (in respect of the Newgate Lane East Land), their respective successors in title and any person deriving title in the Old Street Land and Newgate Lane East Land or any part of it from the Old Street Owner and the Newgate Lane East Owner.

### **4 EFFECT OF THE AGREEMENT**

- 4.1 This Deed and the performance of the obligations set out in this deed are conditional upon the grant and issue of the Permission.
- 4.2 If the Inspector, in his decision letter for the Appeal, concludes that any planning obligation(s) secured by this Deed are incompatible with any one of the criteria for planning obligations set out at Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, and accordingly attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation(s) and or covenants shall be of no effect, shall not be enforceable by Borough Council and the Newgate Lane East Owner and the Old Street Owner shall be under no obligation to comply with the said obligation(s).
- 4.3 If the Existing Newgate Lane East Development is implemented prior to the Implementation of the Permission then the obligations in clauses 5 and 6 shall from the date of implementation of the Existing Newgate Lane East Development cease to have effect and the Newgate Lane East Owner and the Old Street Owner shall be under no obligation to comply with them (although it is acknowledged by the Borough Council that the implementation and ongoing compliance with the Grassland Regime in those circumstances will mitigate against the impact of the proposed development of the Newgate Lane East Land in accordance with the Appeal pursuant to the Solent Waders and Brent Goose Strategy).

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

- 5.1 If the Permission is granted, the Old Street Owner undertakes to the Borough Council so as to bind the Old Street Land only:

- 5.1.1 To pay the Monitoring Fee to the Borough Council prior to the Implementation Date;
  - 5.1.2 to implement the Grassland Regime in the first Planting Season prior to the Implementation Date;
  - 5.1.3 to send to the Newgate Lane East Owner and the Borough Council a Grassland Regime Implementation Notice within 14 days of the implementation of the Grassland Regime;
  - 5.1.4 following its implementation to thereafter comply with the Grassland Regime for the Perpetuity Period or the lifetime of the Development, whichever is the longer
  - 5.1.5 following its implementation to thereafter comply with the Monitoring Obligations for the Perpetuity Period;
- and
- 5.1.6 to issue the Monitoring Report to the Newgate Lane East Owner and the Borough Council within 4 weeks of the conclusion of each Monitoring Survey;
- 5.2 Following the Implementation Date the Old Street Owner undertakes to the Borough Council, so as to bind the Old Street Land only, to seek to dispose of the Old Street Land to a suitable management body as follows:
- 5.2.1 Within 7 days of the Implementation Date the Old Street Owner shall send the Offer to Hampshire County Council
  - 5.2.2 If either:
    - (a) the Offer is either rejected by Hampshire County Council or no response is received from Hampshire County Council within 2 months of the date of the Offer; or
    - (b) (if the Offer is accepted by Hampshire County Council) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to Hampshire County Council pursuant to the Offer has not completed within 6 months of the date of the Offerthen the Old Street Owner may notify the Borough Council in writing of those circumstances and send the Offer to the Wildlife Trust
  - 5.2.3 If either:
    - (a) the Offer is either rejected by the Wildlife Trust or no response is received from the Wildlife Trust within 2 months of the date of the Offer; or
    - (b) (if the Offer is accepted by the Wildlife Trust) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to the Wildlife Trust pursuant to the Offer has not completed within 6 months of the date of the Offerthen the Old Street Owner may notify the Borough Council in writing of those circumstances and send the Offer to the Land Trust.

5.2.4 If either:

- (a) the Offer is either rejected by the Land Trust or no response is received from the Land Trust within 2 months of the date of the Offer; or
- (b) (if the Offer is accepted by the Land Trust) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to the Land Trust pursuant to the Offer has not completed within 6 months of the date of the Offer

then the Old Street Owner may notify the Borough Council in writing of those circumstances and send the Offer to such third party as may be nominated in writing by the Borough Council (or at the Borough Council's election Natural England) ("the Third Party") to take the Old Street Land within 2 months of the Borough Council receiving written notice from the Old Street Owner pursuant to this clause 5.2.4.

5.2.5 If either:

- (a) no written third party nomination by the Borough Council is received within that two month period by the Old Street Owner;
- (b) the Offer is either rejected by the Third Party or no response is received from the Third Party within 2 months of the date of the Offer; or
- (c) (if the Offer is accepted by the Third Party) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to the Third Party pursuant to the Offer has not completed within 6 months of the date of the Offer

then the Old Street Owner may notify the Borough Council in writing of those circumstances as shall as soon as practicable following such written notification transfer the freehold interest in the Old Street Land to the Management Company pursuant to the Transfer Requirements.

5.2.6 The Old Street Owner shall on the date of the completion of any transfer of the Old Street Land pursuant to this clause 5.2 pay the Commuted Sum to the transferee.

5.3 The Transfer Requirements are as follows:

- 5.3.1 full title guarantee;
- 5.3.3 purchase price of £1;
- 5.3.3 subject to any existing encumbrances save to the extent they are incompatible with the use of the Old Street Land pursuant to this Deed;
- 5.3.4 the grant of sufficient rights over a designated route (which shall be capable of being varied by the transferor or its successors in title from time to time) to allow pedestrian and vehicular access from the public highway to the Old Street Land for the purposes of implementing and thereafter complying with the Grassland Regime and Monitoring Obligations; and
- 5.3.5 provisions to be agreed between the Old Street Owner as at the date of the transfer and the transferee which ensure that, following completion of the transfer, no other development or proposed development (save for the Existing Newgate Lane East Development) may utilise the Old Street Land to mitigate against the impact of that

development, pursuant to the Solent Waders and Brent Goose Strategy or otherwise (where such use does not prejudice the use of the Old Street Land as effective mitigation for the Development as set out in this Deed) except with the prior written approval of the Old Street Owner as at the date of the transfer.

## **6 THE NEWGATE LANE EAST OWNER'S COVENANTS**

- 6.1 The Newgate Lane East Owner undertakes to the Borough Council so as to bind the Newgate Lane East Land Only:
- 6.1.1 to notify the Old Street Owner and the Borough Council in writing at least 28 days in advance of the intended date that the Permission is to be Implemented; and
- 6.1.2 Not to Implement nor permit the Implementation of the Permission until a valid Grassland Regime Implementation Notice has been sent to the Borough Council by the Old Street Owner.

## **7 RELEASE AND LAPSE**

- 7.1 It is hereby agreed that any person who has disposed of their interest in the Old Street Land and/or the Newgate Lane East Land shall upon such disposal be released from all liability pursuant to this deed in relation to the Old Street Land and/or Newgate Lane East Land as appropriate or the relevant part to which the disposal relates except in respect of any breach subsisting prior to parting with such interest.
- 7.2 It is further agreed that this Deed shall lapse and be of no further effect if before the Permission is Implemented:
- 7.2.1 the Permission expires; or
- 7.2.2 the Permission shall be varied or revoked other than with the consent of the Owner; or
- 7.2.3 the Permission is quashed following a successful legal challenge.
- 7.3 No person shall be liable for any breach of any covenant or obligation in this Deed in relation to a part of the Old Street Land and/or the Newgate Lane East Land in which it does not have a freehold or leasehold interest.

## **8 LOCAL LAND CHARGE**

- 8.1 This Deed is a local land charge and shall be registered as such by the Borough Council.
- 8.2 Upon the full compliance with any terms of this Deed the Owner may request that the Council procure that this is noted in the register of local land charges relating to it as soon as reasonably practicable.

## **9 DUTY TO ACT REASONABLY**

- 9.1 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.

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

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

## **11 COVENANT AS TO TITLE**

- 11.1 The Newgate Lane East Owner hereby covenants with the Borough Council that no person other than the parties to this Deed other than Mr Derek John Ball (pursuant to an agricultural tenancy dated 17 May 1962) and B Southlands Ltd (pursuant to an assigned agricultural tenancy dated 28 April 2016) has any interest in the Newgate Lane East Land for the purposes of section 106 of the Act.
- 11.2 The Old Street Owner hereby covenants with the Borough Council that no person other than the parties to this Deed has any interest in the Old Street Land for the purposes of section 106 of the Act

## **12 SEVERABILITY**

- 12.1 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.

## **13 THE BOROUGH COUNCIL'S COSTS**

- 13.1 The Developers hereby covenant with the Borough Council that it will on or before the date of this Deed pay the Borough Council's Legal Costs.

## **14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 14.1 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 Council without the consent of any such third party.

## **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/22/0165/OA-land east of Newgate Lane East";
- 15.1.2 on the Old Street Owner at the address as detailed above or as notified by Bargate in writing to the Borough Council;

- 15.1.3 on the First Owner at the addresses as detailed above or as notified by the First Owner in writing to the Borough Council;
- 15.1.4 on the Second Owner at the addresses as detailed above or as notified by the Second Owner in writing to the Borough Council; and
- 15.1.5 on Miller at the address as detailed above or as notified by Miller 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 sums to be paid under this Deed shall be payable to the Borough Council by either:
  - 17.1.2 cheque made payable to Fareham Borough Council;
  - 17.1.3 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 in accordance with the details set out in clause 15.1 identifying the obligation to which the payment relates.

**18 INTEREST ON LATE PAYMENTS**

- 18.1 Any amount due from the Newgate Lane East Owner or the Old Street Owner under this Deed which is not paid on the due date shall be payable with interest.

**19 CONSENT OF THE DEVELOPERS**

- 19.1 The Developers hereby consent to this Deed being entered into and to the obligations becoming binding on the Newgate Lane East Land notwithstanding any registration by or on behalf of the Developers to protect their respective interests in the Newgate Lane East Land PROVIDED THAT (save for Clause 13) the covenants restrictions or obligations in this Deed shall not be binding or enforceable on the Developers (either collectively or separately) unless and until the Developers (either separately or collectively) as the case may be acquire a freehold or leasehold interest in the Newgate Lane East Land in which case it shall only be enforceable insofar as the Developers have a freehold or leasehold interest.

**20 NOTIFICATION OF SUCCESSORS IN TITLE**

- 20.1 The Newgate Lane East Owner covenants with the Borough Council that they will give immediate written notice to the Borough Council of any change of their respective ownership of the Newgate Lane East 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 Newgate Lane East Land or unit of occupation purchased by reference to a plan PROVIDED THAT such notice will not be required in relation to the disposal of any individual dwellings.



20.2 The Old Street Owner covenants with the Borough Council that they will give immediate written notice to the Borough Council of any change of their ownership of the Old Street 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 Old Street 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.

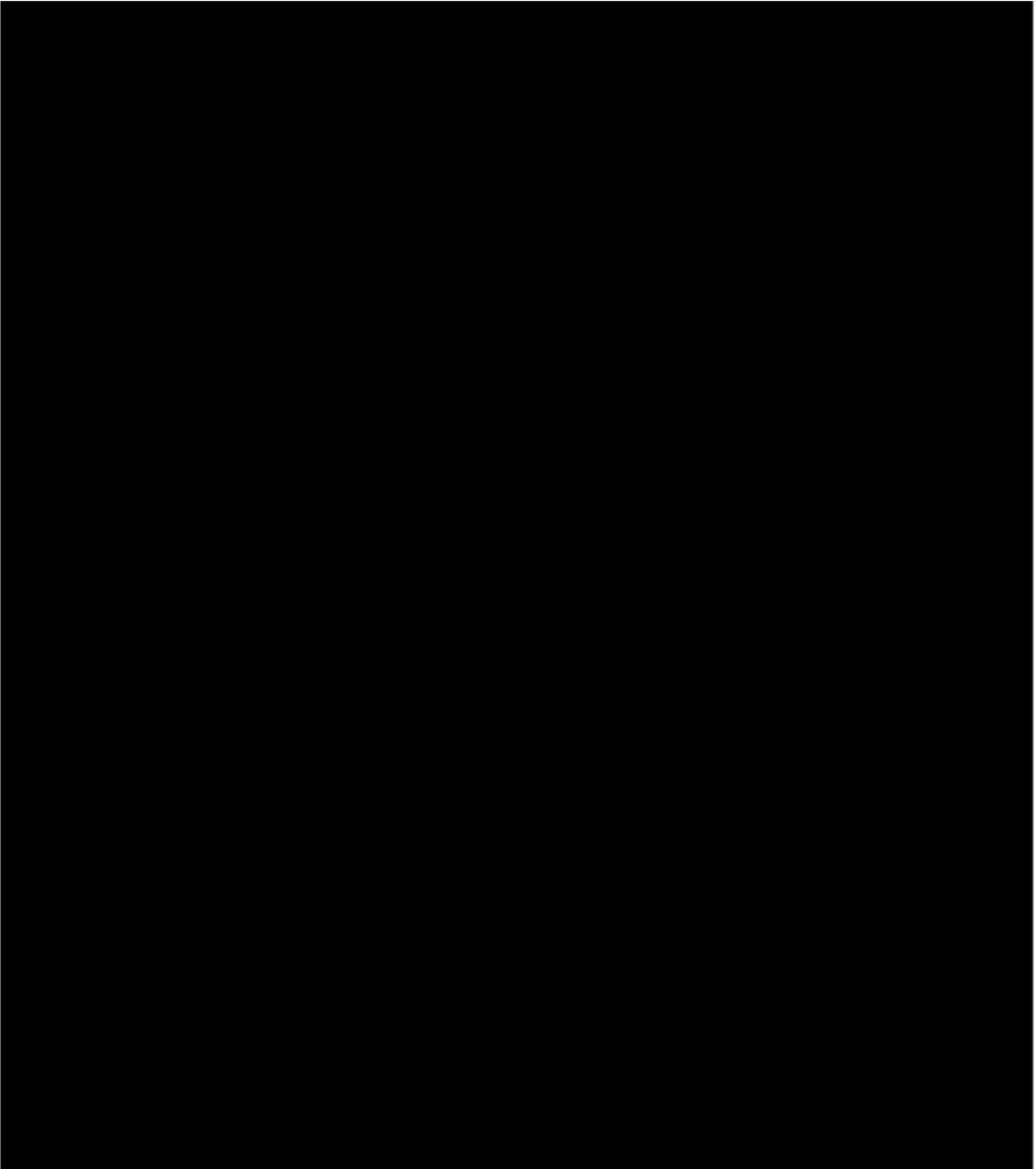
**22 JURISDICTION**

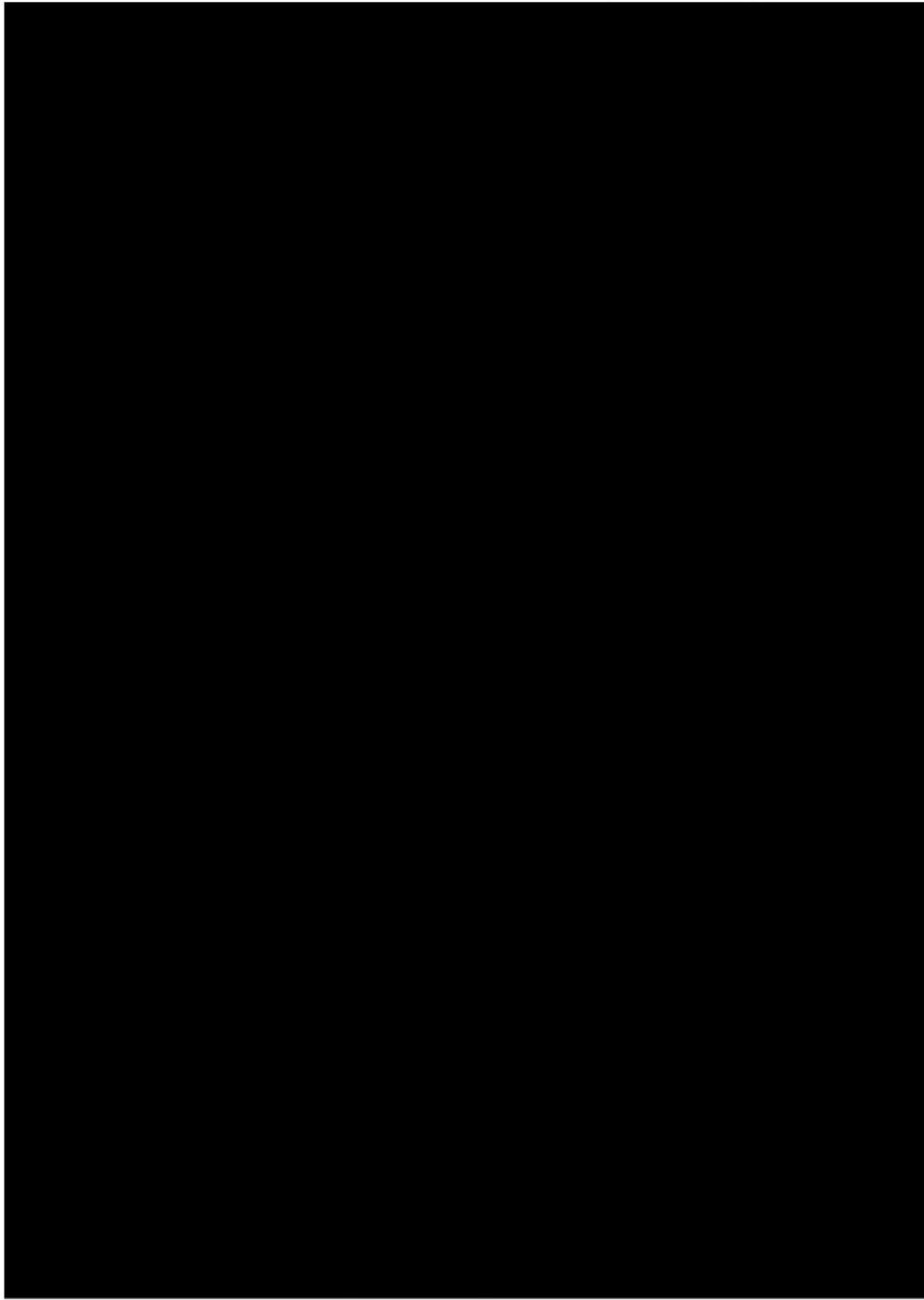
22.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

**23 DELIVERY**

23.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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







**Appendix A**

**"Wading Birds and Brent Geese Habitat Enhancement Scheme"**

## APPENDIX D – OFF-SITE WINTER BIRD MITIGATION STRATEGY

### 1.0 INTRODUCTION

Tetra Tech were appointed by Bargate Homes Ltd and Miller Homes Ltd to prepare a Winter Bird Mitigation Strategy, covering the proposed creation of a Winter Bird Mitigation area at Old Street, Stubbington. The purpose of this is to provide compensation for the partial loss of F15, a Low Use site within the Solent Wader and Brent Goose strategy which has been used historically by lapwing *Vanellus vanellus*.

The ownership and long-term management and monitoring of the Winter Bird Mitigation Area as shown in Figure 1, will be secured via legal agreement in perpetuity (defined as 125 years) or the lifetime of the associated developments (whichever is longer).

### 1.1 SITE LOCATION

The site is located on land to the west of Old Street in the village Stubbington, Hampshire and is centred at Ordnance Survey National Grid Reference: SU 54133 02880. The survey area, hereafter referred to as 'the site', is shown on Figure 1 and comprises of two fields; the northern field is horse-grazed with semi-improved grassland, and the southern field is an abandoned arable field with tall ruderal vegetation and grassland, also grazed. Both fields have borders that are partially lined with trees and hedgerows.

### 1.2 DEVELOPMENT PROPOSALS

The proposals are to create a Winter Bird Mitigation Area measuring 5.0 ha maintained in perpetuity, to compensate for the loss of 13.9 ha of F15 across the proposed developments at Newgate Lane East and Land East of Newgate Lane East. Following these two developments, there would be 11.2 ha of F15 remaining.

## 2.0 BASELINE

The site was subject to a series of ecological surveys and assessments as part of a proposed planning application (and subsequent appeal which was dismissed) in 2018 (ref: P/17/1451/OA).

These were undertaken by Hampshire Ecological Services (HES) and WYG and comprise:

- Land west of Old Street, Stubbington: Ecological Appraisal Report (HES, 2017)
- Land west of Old Street, Stubbington: Wintering Bird Survey Report (HES, 2017)
- Land west of Old Street, Stubbington: Breeding Bird Survey Report (HES, 2017)
- Old Street, Stubbington: Bat Activity Report (WYG, 2017)
- Old Street, Stubbington: Bat Tree Assessment Report (WYG, 2017)
- Old Street, Stubbington: Dormouse Presence / Likely Absence Report (WYG, 2017)
- Old Street, Stubbington: Reptile Presence / Likely Absence Report (WYG, 2017)

A summary of the ecological baseline is given in Table D.1.

Table D.1: Survey completed and month conducted

Survey Type	Month Survey Conducted	Summary of Results
Ecological Appraisal	13 <sup>th</sup> April 2016	The site consisted of two agricultural fields separated by hedgerows and a track (Marsh Lane). The northern field comprised horse-grazed semi-improved grassland while the

		<p>southern field was arable land. The northern boundary of the site were agricultural fields; the eastern and southern boundaries were residential housing; and the western boundary was Titchfield Haven National Nature Reserve (NNR).</p> <p>The Ecological Appraisal also identified an active badger sett consisting of 9 holes at the western site boundary of the southern field.</p>
Wintering Bird Survey	Ten wintering bird survey visits were carried out between the 22 <sup>nd</sup> December 2015 and 30 <sup>th</sup> March 2016.	<p>A total of 34 bird species were recorded during the surveys within the site. Six amber list Birds of Conservation Concern, one of which (bullfinch) is also a UK BAP species were noted. The remaining amber list species are black-headed gull, common gull, dunnock, great black-backed gull and stock dove. eight red listed species were noted, of which five were UK BAP species (herring gull, house sparrow, lapwing, song thrush and starling). Other red list species include fieldfare, mistle thrush and redwing.</p> <p>The majority of the species recorded at the site were typical of farmland and improved grassland habitat. No significant numbers of wintering birds were recorded during the surveys and all species occurring on site are either common or fairly common within Hampshire and the surrounding area.</p>
Breeding Bird Survey	Five breeding bird survey visits were carried out between 26 <sup>th</sup> April and 24 <sup>th</sup> June 2016.	<p>A total of 37 bird species were recorded during the surveys within the site. Three amber list species (Dunnock, Reed Bunting and Stock Dove) and seven red list species (Cuckoo, House Sparrow, Lapwing, Linnet, Mistle Thrush, Skylark and Starling) were thought to likely be breeding on site. However, no birds were confirmed to be breeding on site during the surveys.</p> <p><b>One Schedule 1 species was recorded (Cetti's Warbler)</b> during the surveys. The species was noted along the western boundary hedgerow.</p> <p>The majority of the species present are typical of semi-improved grassland and farmland habitat. No significant numbers of notable species were recorded during the surveys.</p>
Bat Activity Surveys	Activity surveys were conducted on the following days - 12 <sup>th</sup> July, 31 <sup>st</sup> August 4 <sup>th</sup> October 2017.	At least six, but up to 7 species of bat were recorded using the habitats across the site during the surveys. The site was considered to be of importance of up to District, local or parish level for foraging and commuting bats.
Bat Tree Assessment	11 <sup>th</sup> September 2017	All trees present within the site boundaries were assessed as providing negligible or low suitability to support roosting bats.
Dormouse Presence / Likely Absence	27 <sup>th</sup> July, 16 <sup>th</sup> August, 8 <sup>th</sup> September and 6 <sup>th</sup> October 2017.	During the survey conducted on 6 <sup>th</sup> October, a dormouse and dormouse nest was recorded within a nest tube located within the northern hedgerow boundary of the northern field.
Reptile Presence/ Likely Absence Survey	8 <sup>th</sup> September – 26 <sup>th</sup> September 2017	A low population of slow worms, grass snake and common lizard were recorded on-site, distributed around the boundaries of the southern field.

An updated site visit on 28<sup>th</sup> October 2020 confirmed that there had been no significant change in the site conditions since the surveys undertaken in 2017. The northern field remains horse grazed. The southern field remains a partially overgrown arable field which is not subject to grazing by horses. Therefore it is considered that there will be no significant change to the populations of notable and



protected species identified on site and, taking into account the proposals for the site, these conclusions remain valid for the purposes of assessing potential impacts.

### 3.0 PROPOSED MITIGATION

The purpose of the mitigation is to compensate for the loss of 11.84 ha of Low Use Site (F15) identified in the Solent Wader and Brent Goose Strategy (SWBGS) (Solent WBSGS, 2019). The SWBGS identifies a network of sites which lie outside the coastal European sites but which support the functionality and integrity of these sites (for example through providing high-tide foraging habitat). F15 is identified as a Low Use Site for supporting at least 13 lapwing during winter of 2014-15. It is part of the network of functionally linked habitat for the Solent and Southampton Water Special Protection Area (SPA) and Ramsar Site which is designated for supporting populations of European importance of breeding terns and overwintering waterfowl. As detailed in the SWBGS, Low Use Sites are those with the potential to be used by waders or brent geese and provide alternative options and resilience for the network.

As per the strategy, while Low Use sites have records of birds the numbers involved are low enough to ensure there is only a negligible risk of not successfully offsetting the loss of a Low Use site through enhancements of the wider network. Nevertheless, all Low Use sites have the potential to be used by waders and brent geese and the unmitigated loss of these sites would in combination negatively affect the long term resilience of the network.

Typically, mitigation for the loss of Low Use Sites is through the payment of a financial contribution of £35,610 which is secured via Section 106 agreement to enhance, manage and monitor the wider Solent Wader and Brent Goose Network. This funding is to be managed by the respective local authority and used to support schemes across the network, including in neighbouring authorities. Due to the lack of an established strategy within Fareham Borough, Natural England have requested further information to demonstrate a clear link between impact and mitigation, i.e. detail of how the financial contribution would be used to enhance the wider network.

This strategy sets out the creation and management of a Winter Bird Mitigation Area which will enhance the wader and brent goose network, and provide a buffer to Titchfield Haven NNR (part of the Solent and Southampton Water SPA).

### 3.1 OBJECTIVES

Based on the findings of the previously undertaken bird surveys, and the impact of the associated developments, objectives are:

- To create suitable foraging habitat for overwintering waders (in particular) lapwing; and
- To provide secondary biodiversity benefits such as for breeding farmland birds including lapwing.

### 3.2 SITE SELECTION

Following the surveys in 2016 and 2017, it was concluded that the site had negligible importance for wintering birds (substantiated by the fact it is not currently included within the wader and brent goose network), therefore the provision of habitat in this location would constitute enhancement of the wader and brent goose network.

The proposed mitigation area will measure 5.0 ha and is larger than many existing Low Use sites within the wader and brent goose network in Fareham Borough. For example, F06, F12, F17J, F23, F29, F32, F48J, F79, F80 and F81 all measure less than 5.0 ha and are similarly bounded by mature tree and hedgerow margins.

The location of the mitigation area is appropriate, lying immediately adjacent to the SPA. Furthermore, two lapwing were recorded on site in March 2016 within the proposed mitigation area during surveys in support of application P/17/1451/OA (Hampshire Ecological Services, 2017). This gives high confidence that with the provision of suitable habitat the mitigation area will be used.



### 3.3 MANAGEMENT PRINCIPLES

According to Sheldon et al. (2004)<sup>1</sup> a study of lapwing found 50% of birds and flocks during winter were found on crops, stubble and bare tillage, compared to 25% on pasture. Primarily foraging takes place at night for earthworms, with a resulting need for clear foraging areas. However, according to Edwards and Bohlen (1996)<sup>2</sup>, on average permanent pasture supports the highest earthworm density, with lower densities in winter cereals. It is theorised by Gillings (2003)<sup>3</sup> that foraging density may therefore be higher in arable cropped fields because a greater foraging effort is required. Taking this together with other potential environmental effects (in particular the need to minimise impacts from nitrogen outputs from the land), is proposed that the mitigation area is managed primarily as permanent pasture.

Lapwing require areas of bare ground or short vegetation from mid-March to June and will nest in grassland. There is also the potential for the grassland area to be used by other SPA qualifying species such as dark-bellied brent geese *Branta bernicla bernicla*.

Therefore, the mitigation area will be established with a grass mix of hard-wearing grasses suitable for grazing geese (including perennial rye grass *Lolium perenne*) with a high proportion of white clover *Trifolium repens*. The addition of clover into the mix will remove any need for artificial fertiliser as clover acts to fix nitrogen within the soil, and also helps to support a rich invertebrate biomass. Grassland will be managed through twice-yearly cuts with the final cut in September to make sure of a suitably short sward for winter foraging.

A 6m uncultivated margin will be maintained around the periphery of the grassland areas. This will provide potential nesting and foraging habitat for birds during summer, and provide habitat for invertebrates and reptiles (recorded on site). The provision of this margin will also avoid potential damage or disturbance of boundary woodland and hedgerow habitats which are known to support reptiles, hazel dormice, bats and badgers.

### 3.4 IMPACTS TO ON-SITE BIODIVERSITY

As set out in Section 2, the site predominately supports semi-improved grassland and arable habitats with non-significant populations of wintering and breeding birds, foraging and commuting activity by up to six species of bat, presence of hazel dormice within site boundary hedgerows and a low population of reptiles. It is predicted that the proposed management will result in a qualitative gain for on-site biodiversity as discussed in Table D.2.

Table D.2: Impacts to on-site biodiversity

Feature	Month Survey Conducted	Summary of Results
Wintering birds	Beneficial	The primary aim of the proposals is to create overwintering foraging habitat for wading birds (in particular lapwing). In addition to waders, the provision of short pasture, scrapes and uncultivated margins will provide foraging opportunities for other farmland birds. The Ecological Appraisal also identified an active badger sett consisting of 9 holes at the western site boundary of the southern field.

<sup>1</sup> Sheldon, R., Bolton, M., Gillings, S. and Wilson, A. (2004), Conservation management of Lapwing *Vanellus* on lowland arable farmland in the UK. *Ibis*, 146: 41-49.

<sup>2</sup> Edwards, C.A. & Bohlen, P.J. (1996). *Biology and Ecology of Earthworms*, 3rd edn. London: Chapman & Hall.

<sup>3</sup> Gillings, S. (2003). Diurnal and nocturnal ecology of Golden Plovers *Pluvialis apricaria* and Lapwings *Vanellus vanellus* wintering on arable farmland. PhD Thesis, University of East Anglia, Norwich.

Breeding birds	Beneficial	The majority of the potential breeding birds identified were associated with boundary features which will be unaffected by the proposals. In addition the proposed grassland will provide potential habitat for ground nesting birds, although it is acknowledged that the mature tree boundaries may limit uptake. The uncultivated margins will provide foraging habitat for a wide range of farmland species in the form of seeds and invertebrates.
Bats	Beneficial	It is anticipated that the proposals, in particular the provision of uncultivated (but managed) field margins will increase the availability of invertebrate prey for bats.
Badger	Neutral	A badger sett is present at the western boundary of the site. The provision of a 6m uncultivated margin will avoid damage to the sett during management operations. Badgers currently forage within the southern field and the provision of uncultivated margins will maintain suitable foraging habitat (in addition to the managed fields).
Hazel dormice	Beneficial	The provision of a 6m uncultivated margin will protect hazel dormouse habitat from damage or disturbance during management operations.
Reptiles	Beneficial	The provision of a 6m uncultivated field margin (which will be managed) will increase habitat suitability for reptiles by providing habitat variation for refuge, basking and foraging.

Consideration has also been given to quantitative biodiversity gain using the Biodiversity Metric 2.0. Pre and post-development habitats have been quantified in accordance with the Biodiversity Metric 2.0 Calculation Tool and Technical Supplement<sup>4</sup>.

The proposals will result in the loss of 1.39 ha of grassland (modified grassland) from the northern field and 3.14 ha of cropland (cereal crops other) from the southern field. Modified grassland is the UKHab equivalent to poor semi-improved grassland (as assessed in the Ecological Appraisal). Cereal crops other has been selected to represent the southern field which is former arable land which has not been recently cultivated (and is now grazed). This is considered appropriate as all cropland habitats (with the exception of those managed specifically for wildlife such as under a stewardship scheme, or traditional orchards) are assigned low distinctiveness. Alternatively, the field could be assessed as sparsely vegetated land (ruderal/ephemeral), however this too is of low distinctiveness.

In accordance with the Technical Supplement, both habitats are assigned a condition score of 1 (poor) with no condition assessment required. Both also score 1 for connectivity (due to low distinctiveness) and 1 for strategic significance.

These habitats therefore have a value of 9.06 biodiversity units, all of which will be lost.

The proposals will result in the creation of 3.82 ha of grassland (modified grassland) and 0.71 ha of cropland (arable field margins tussocky). Modified grassland is low and the margins medium distinctiveness and in accordance with the Technical Supplement, both habitats are assigned a condition score of 1 (poor) with no condition assessment required. Both also score 1 for connectivity (due to low distinctiveness), 1 for strategic significance, 0.965 for time to target condition (1 year) and 1 for difficulty of creation.

This results in a post-development value of 10.11 biodiversity units, a gain of 1.05 units or 11.62%.

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<sup>4</sup> Natural England, (2019). The Biodiversity Metric 2.0 auditing and accounting for biodiversity Technical Supplement Beta Edition.



## 4.0 MANAGEMENT ACTIONS

There will be three sets of management actions, covering the central grassland, wader scrapes and management of uncultivated margins. It should be noted that specific timings for operations such as sowing and cutting will be subject to weather and growing conditions. These areas are shown in Figure 1.

It is important that the management regime is adaptive to account for future changes in the feature bird populations, climate change etc. Therefore, either in response to external data or monitoring results, the management body is permitted to make alterations to the management actions if agreed by the LPA and Natural England.

### 4.1 GRASSLAND

The fields within the mitigation area will be flailed to ground-level to remove existing vegetation and dead growth. This will be using a tractor-mounted flail. These areas will then be prepared for seeding using a disc harrow to a maximum of 150 mm depth to prevent fertile soil being moved below root depth. If necessary, a chain harrow will be used to remove arisings from flailing and prevent smothering of seedlings (this will also help seed-to-soil contact).

The seed mix to be sown will be a suitable grazing mix dominated by hard-wearing grasses (e.g. perennial rye grass *Lolium perenne*) and a minimum of 10% white clover *Trifolium repens*. Seeding will take place by broadcast at a density of approximately 18 kg/ha. Seed should be sown within 10 mm of the soil surface. Due to the inclusion of a high density of white clover in the seed mix, it is not considered necessary to include artificial fertiliser application.

Following sowing, the seed bed will be rolled. This will improve seed-to-soil contact, moisture retention and will minimise establishment of pest species.

Every 10 years, the grassland will be supplemented if necessary by additional overseeding using the same seed mix. Overseeding will be preceded by a light harrow, or chain harrow, to prepare the seedbed without causing significant damage to the established grassland. This will refresh the seed bank and make sure that perennial rye grass and white clover remain the dominant species within the sward.

Management will predominately be through cutting for hay or silage. This will comprise a first cut in late July / August (following majority of breeding bird activity) and a second cut in late September (to achieve a winter sward height of 50-60mm). Alternatively, low-intensity grazing could be conducted.

### 4.2 WADER SCRAPES

To improve the habitat suitability for other wading birds (either qualifying species for the SPA or part of the qualifying assemblage) three wader scrapes will be created within the mitigation area. These will be of irregular shape with an average area of 50m<sup>2</sup>. To create a range of conditions and support different species the scrapes will be of variable depth with shallow margins and a deeper centre of 0.5m depth. Water supply for the scrapes will come from rainfall and surface water runoff.

The primary objective is to hold perched water during the winter, but it is anticipated that deeper areas will also hold water for part of the summer and provide an enhancement for breeding birds. The deeper central section of the scrape will occupy approximately 50% of the total area to maximise the likelihood of water retention. Scrapes will be created using an excavator with arisings piled adjacent to the margins to improve water retention and provide bare ground areas suitable for invertebrates.

Locations of scrapes will be chosen by the developers ecologist by observing ground conditions during winter monitoring surveys, but will be located close to the north western boundary of the site where levels are lower. The developers ecologist will then supervise the scrape construction. If necessary following observations of water perching, the scrapes will be constructed with a compacted clay liner to aid water retention.

Scrape banks will be strimmed to ground level every three years in late September / early October to prevent scrub or ruderal species from becoming established.

During this clearance period scrapes will also be inspected for silt build-up and to make sure they still hold water. If necessary, additional excavation will be undertaken to remove material. Additional lining material will be added if necessary to aid water retention.

### 4.3 MARGINS

Margins of 6m width will be maintained around the periphery of the grassed areas. These will be maintained in accordance with RSPB stewardship guidance for rough grass margins.

After Year 1, margins will be cut no more than once every five years in autumn. To maintain habitat variation, cuts of the margins in the northern and southern fields will be separated by one year.

The 3m of the margin adjacent to the grassed areas will be cut annually in autumn to maintain diversity within each area for invertebrates and reptiles.

Spraying or fertilising must be avoided within the margins to avoid dominance of undesirable species such as thistles and docks.

### 4.4 MONITORING

Long-term monitoring is proposed which is proportionate to the impact (partial loss of a Low Use site) and takes into account the negligible risk of not successfully offsetting the loss of a Low Use site through enhancements of the wider network (per the Solent Wader and Brent Goose Strategy).

It is proposed that long-term monitoring is undertaken using remote camera surveys. These will take place annually for Years 1 – 5 followed by every 10 years from Years 10 to 120. Two cameras will be deployed for a period of five days each month from October to March, one in the north of the mitigation area and one in the south. Cameras will be set to take photographs at 30 minute intervals. These will subsequently be checked by an ornithologist to confirm the presence or absence of SPA qualifying bird species. Results will be reported to the Owner and LPA.

This will be supplemented by monitoring of the implementation of the above management operations. This will comprise annual site visits during winter in Years 1-10 followed by visits every 5 years from Years 10 – 120 to monitor compliance.

Results will be reported to the Owner and LPA. Should remote camera monitoring determine that corrective action is required, this will be undertaken and a further period of manual monitoring may be required to monitor its effectiveness. This will be agreed with the LPA.

## 5.0 TIMING OF ACTIONS

Table D.3 sets out the timing of on-site management and monitoring operations.

Table D.3: Impacts to on-site biodiversity

Timing	Operation	Year
Mid-February / Mid-March	Prepare seedbed (plough or harrow to 120-200mm). Broadcast sow ryegrass and clover ley (c. 18kg/ha). Overseed ryegrass and clover ley (c. 18kg/ha) if necessary. Consolidate seed bed via rolling if required.	Year 1 Year 1 Years 10, 20 etc. Year 1 then years 10, 20 etc.
	Create wader scrapes	Year 1
Late July / August	Cut grassland to 150 mm in height. Introduce grazing at low density if required	Annually

Late September	Cut grassland to 60 mm in height.	Annually
Late September	Cut 3m of margin adjacent to grassland to 150 mm in height.	Annually
Late September	Cut entire northern field margin to 150 mm in height.	Years 5, 10, 15 etc.
Late September	Cut entire southern field margin to 150 mm in height.	Years 6, 11, 16 etc.
Late September / Early October	Strim banks of wader scrapes for scrub encroachment. Inspect sediment build-up and remove if necessary.	Years 3, 6, 9 etc.
October to March	Site visit to monitor compliance.	Years 1-10 then 15, 20, 25 etc.
October to March	Remote camera monitoring (5 days per month).	Years 1-5 then 10, 15, 20 etc.






## 6.0 FIGURE 1 – WINTER BIRD MITIGATION PLAN





Rev	Date	Notes
A	17/11/20	Initial map production

Legend

-  Mitigation area
-  Grassland managed for waders
-  Broadleaved woodland boundary
-  Uncultivated margin
-  Wader scrape



**Winter Bird Mitigation Area**

**Newgate Lane North and South, Fareham  
Fareham Land LP and Bargate Homes**

Scale at A3: 1:1,600	Project No: A117387	Drawing No: Figure 1	Revision: A
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Drawn by: Ben Blowers	Drawn date: 17/11/2020	Approved by: David West
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## 7.0 COMMUTED SUM BREAKDOWN

### Grassland

This is based on costs provided by RSPB for the management of the Winter Bird Refuge at Sinah Lane, Hayling Island. This was based on their experience of managing small sites for wintering birds with input from East Anglia, Kent, Sussex and Dorset. This covers establishment for 10 years followed by two cuts per year with baling and worked out at £230/ha/yr. Although this proposal is for three cuts (possibly four depending on length), baling is not required, reducing the cost for each cut. The first five years of establishment will also be the responsibility of the developer. This is 32% higher than the costs in the SWBGS which assumes only £157/ha/yr. This approach to costing was accepted as part of the appeal allowed at Land East of Newgate Lane, Fareham (APP/J1725/W/20/3265860).

### Scrape

This again is the same as agreed costs with RSPB for Sinah Lane. This allowed £300/visit every three years to trim scrape edges and occasionally remove sediment if necessary (although this is unlikely to be required as the reversion to grassland will significantly reduce any sediment within surface water runoff). For the Sinah Lane scheme, six wader scrapes were specified, with only three required for this project. However, the cost has been maintained at £300/visit.

### Hedgerow Cutting

This again is the same as agreed costs with RSPB for Sinah Lane. This allowed a cost of £700/day for hedgerow management. The length to be managed is 100m therefore a half day every three years.

### Monitoring

Annual monitoring costs are based on consultancy rates for the required breeding birds, winter birds and Phase 1 habitat surveys to be undertaken, with an annual summary report of findings. Although not specified within the Bird Mitigation Reserve Proposals, additional costs are provided for additional monitoring to be undertaken every 10 years for the in-perpetuity period, following the initial 10-year programme. This is included should the future habitat management contractor determine that additional monitoring is needed, and would comprise winter bird and Phase 1 habitat surveys only.

Table D.4 below sets out the estimated costs and total sum for these activities. Costs are increased by 10% to account for increased inflation since the original costings were approved.

Management Activities	Annual Sum	Total Over 125 years	Explanatory Notes
Grassland agricultural management	£1,265	£158,125	Supporting establishment of grassland in first 10 years and maintaining via two cuts per year with baling for 125 years.
Scrape management (brushcutting)	£110	£13,750	Based on one visit every three years.
Hedgerow cutting	£128.70	£16,087.50	Based on ½ day every three years.
Monitoring and report	£440	£55,000	Monitoring comprises camera surveys from years 1-5 then every 5 years. Estimated at £1,600 per survey. Additional habitat monitoring years 6-10 (£250 per survey).
<b>Total annual cost</b>	<b>£1,943.70</b>	<b>£242,962.50</b>	

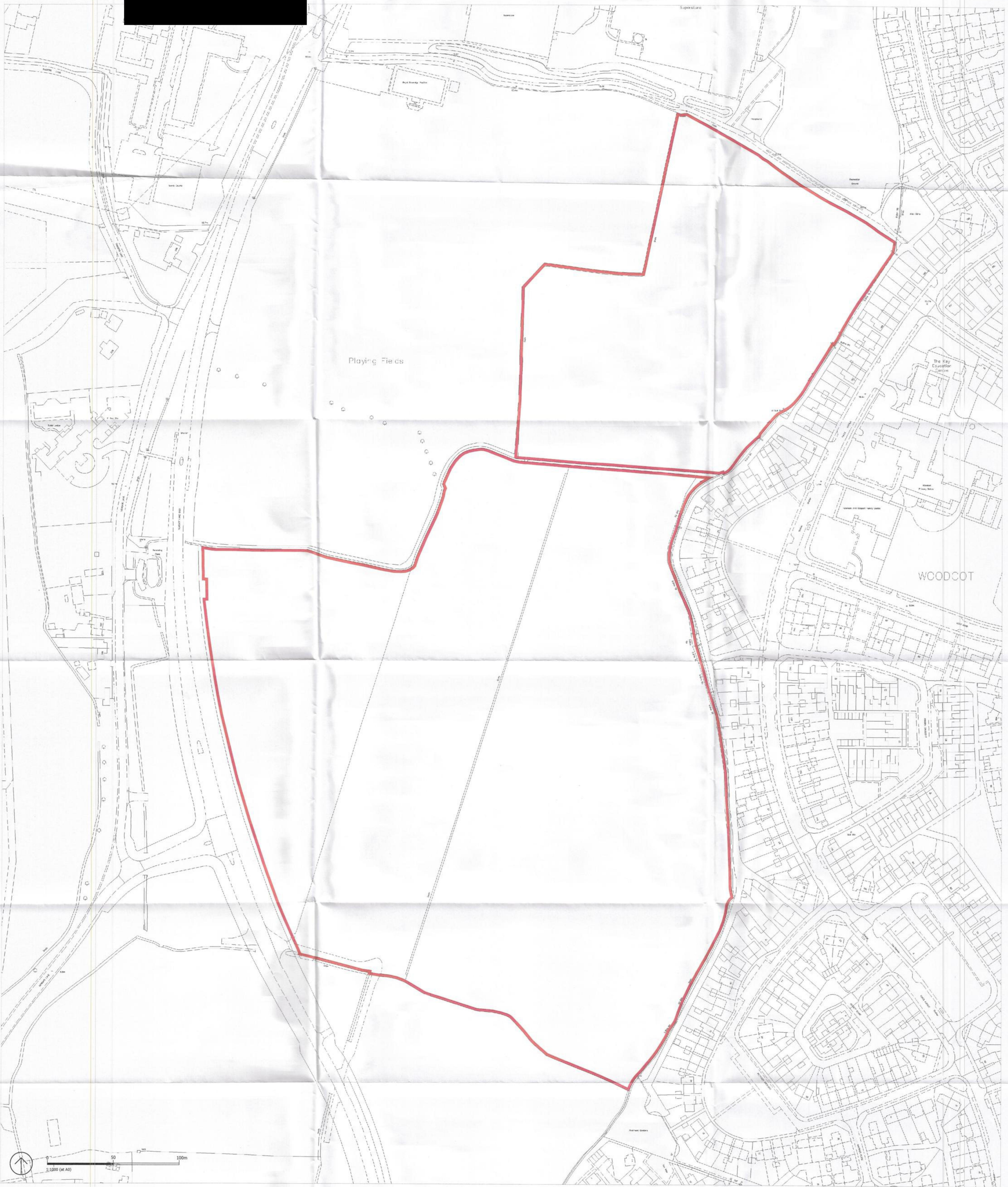


**Plan 1**



## Plan 2





KEY  
□ S106 BOUNDARY

LAND EAST OF NEWGATE LANE EAST - S106 BOUNDARY PLAN