

Dated:

3 NOVEMBER

2022

**ANDREW CARLIN DANIELS and ELIZABETH ANN HAMMOND**

and

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

and

**BARGATE HOMES LIMITED**

and

**MILLER 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 east of Newgate Lane East, Fareham

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

**Ref: ENV-048771**

**BY:**

- (1) **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
- (2) **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
- (3) **BARGATE HOMES LIMITED** (Company Registration Number 05626135) whose registered office is at Peninsular House, Wharf Road, Portsmouth, PO2 8HB ("Bargate")
- (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"); and
- (6) **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 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 First Land is subject to an option to purchase dated 16<sup>th</sup> July 2019 in favour of Bargate.
- E The Second Land is subject to an option to purchase dated 30<sup>th</sup> April 2021 in favour of Miller.
- F The Developers have submitted the Appeal.
- G The Owner and the Developers have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed and agree to the obligations becoming binding on the Land.

**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:

"1980 Act"	the Highways Act 1980
"Act"	the Town and Country Planning Act 1990 (as amended)
"Appeal"	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
"Application"	the outline application for planning permission with all matters reserved except access for residential development of up to 375 dwellings, access from Newgate Lane East, landscaping and other associated infrastructure works allocated reference number P/22/0165/OA
"Borough Council's Legal Costs"	the Borough Council's legal costs in connection with the preparation 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, ecological surveys or ecological works shall not be included (and "Commencement" and "Commenced" shall be construed accordingly)
"Commencement Date"	the date the Development Commences
"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 Legal Costs"	the County Council's legal costs in connection with the preparation and completion of this Deed
"County Council's Monitoring Charge"	the sum of £6,500 being the costs incurred by the County Council in connection with the monitoring of this Deed
"Decision Letter"	a decision in writing issued by either the Secretary of State or the Inspector determining the Appeal
"Deed"	this unilateral undertaking given by deed
"Developers"	means collectively Bargate and Miller

"Development"	the development of the Land in accordance with the Permission
"Directors Costs"	the sum of £4,975 for the development control costs incurred by the County Council in connection with the preparation and completion of this Deed;
"First Land"	That part of the Land registered at the Land Registry under Title Number HP782021
"Index Linked"	<p>for the purposes of the Highways Contribution, the TRO Contribution and School Travel Plan Contribution 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 made but which for the avoidance of doubt shall not fall below the original payment figure; and</p> <p>For the purposes of the Primary Education Contribution and Secondary Education Contribution and Early Years Provision Contribution in Schedule One means adjusted in accordance with the Building Cost Information Service All In Tender Price Index (or amendment or replacement thereof) by multiplying in each case the payment due by a fraction whose denominator shall be the last monthly figure published before the date of this Deed and whose numerator shall be the last published Building Cost Information Service All In Tender Price 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; and</p> <p>for the purposes of Schedule Three 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 2022 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; 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 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
"Initiation"	the beginning of the Development by 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 "Initiated" and "Initiate" shall be construed accordingly
"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)
"the Land"	the First Land and the Second Land shown for identification purposes only edged with a red line on Plan 1
"NPPF"	the National Planning Policy Framework published in 2021 or any replacement or modification of the same
"Occupation"	occupation of a Residential Unit forming part of the Development 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
"Owner"	the First Owner and the Second Owner
"Plan 1"	the plan annexed hereto and marked "Plan 1" showing the Land edged red
"Permission"	any outline planning permission to be granted by the Secretary of State or an appointed Inspector pursuant to the Appeal
"Reserved Matters"	those aspects (defined in article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015) of the Development which through the Application were reserved for later determination
"Reserved Matters Area"	an area of the Development which is subject to approval under a Reserved Matters Application
"Reserved Matters Application"	an application for approval of Reserved Matters pursuant to the Permission and "Reserved Matters Approval" shall mean any approval granted pursuant to a Reserved Matters Application
"Residential Units"	any dwelling (and for the avoidance of doubt this definition shall include Affordable Housing Units (as defined in Schedule Two), houses and flats as appropriate) the subject of a Reserved Matters Approval and constructed pursuant to the Permission and "Residential Units" shall be construed accordingly

"Second Land"	That part of the Land registered at the Land Registry under Title Number HP761518
"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities
"Statutory Undertakers"	organisations licensed by the government which include (but not limited to) all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies
"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 unless there is an express provision otherwise.
- 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 Subject to clause 4.2 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, where

appropriate, the County Council as local highway authority and local education authority 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 AGREEMENT**

- 4.1 This Deed shall take effect on the date of this Deed save for Clause 5.1 and the Schedules which 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 or the County Council and the Owner shall be under no obligation to comply with the said obligation(s) SAVE THAT the remainder of this Deed shall continue in full force and effect.

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

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

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

- 6.1 It is hereby agreed that no person shall be liable for any breach of any of their obligations under this Deed (save for antecedent breaches) after they shall have parted with all of their 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 expires; 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 This Deed shall not be binding or enforceable against any owners or occupiers of any individual Residential Unit (or their mortgagees or chargees or successors in title) save in respect of any restriction on Occupation of such Residential Unit.
- 6.6 This Deed shall not be binding or enforceable against a HARP (as defined in Schedule Two) save for the provisions and obligations contained within Schedule Two.

- 6.7 No person shall be liable for any breach of any covenant or obligation in this Deed in relation to a part of the Land in which it does not have a freehold or leasehold interest.

## **7 LOCAL LAND CHARGE**

- 7.1 This Deed is a local land charge and shall be registered as such by the Borough Council.
- 7.2 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.

## **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 First Owner confirms and warrants to the Borough Council and County Council that no person other than the First Owner and Bargate has any interest (legal or equitable) in the First Land or any part therefore including any leasehold interest in the First Land for the purposes of section 106 of the Act.
- 10.2 The Second Owner confirms and warrants to the Borough Council and County Council that no person other than the Second Owner, Miller, 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 (legal or equitable) in the Second Land or any part therefore including any leasehold interest in the Second Land for the purposes of section 106 of the Act.

## **11 SEVERABILITY**

- 11.1 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.



**12 THE BOROUGH COUNCIL AND COUNTY COUNCIL'S COSTS**

- 12.1 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.
- 12.2 The Developers hereby covenant with the County Council that it will on or before the date of this Deed pay the County Council's Legal Costs.
- 12.3 The Developers hereby covenant with the County Council that it will on or before the date of this Deed pay the Directors Costs.
- 12.4 The Developers hereby covenant with the County Council to pay the County Council's Monitoring Charge within 10 Working Days following the grant of the Permission.

**13 CONTRACTS (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 Council without the consent of any such third party.

**14 NOTIFICATION OF COMMENCEMENT/OCCUPATION**

- 14.1 The Owner covenants with the Borough Council that they will:
  - 14.1.1 notify the Borough Council and County Council in writing of the date of Initiation of the Development within five Working Days of it occurring;
  - 14.1.2 notify the Borough Council and County Council in writing of the date of Commencement of the Development within five Working Days of it occurring;
  - 14.1.3 notify the Borough Council and County Council in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring;
  - 14.1.4 where the Residential Units are permitted by more than one Reserved Matters Approval to notify the Borough Council and County Council in writing of the date of Occupation for the first time of any Residential Unit permitted by each Reserved Matters Approval within five Working Days of it occurring;
  - 14.1.5 where the Residential Units are permitted by more than one Reserved Matters Approval to notify the Borough Council and County Council in writing of the date of Occupation of 25% of the Residential Units permitted by each Reserved Matters Approval within five Working Days of it occurring;
  - 14.1.6 notify the Borough Council and County Council in writing of the date of Occupation for the first time of 70% of Open Market Units (as defined in Schedule Two);
  - 14.1.7 notify the Borough Council and County Council in writing of the date of Occupation for the first time of 50% of Residential Units within five Working Days of it occurring;
  - 14.1.8 notify the Borough Council and County Council in writing of the date of Occupation for the first time of the penultimate Residential Unit within five Working Days of it occurring; and
  - 14.1.9 notify the County Council in writing of the date of Occupation for the first time of the 49<sup>th</sup> Residential Unit within five Working Days of it occurring;

- 14.1.10 notify the County Council in writing of the date of Occupation for the first time of the 99<sup>th</sup> Residential Units within five Working Days of it occurring;
- 14.1.11 notify the County Council in writing of the date of Occupation for the first time of the 199<sup>th</sup> Residential Units within five Working Days of it occurring; and
- 14.1.12 pay to the Borough Council upon written demand its reasonable fees for additional monitoring caused by the Owner's non-compliance with 14.1.1, 14.1.2, 14.1.3, 14.1.4, 14.1.5, 14.1.6, 14.1.7 or 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 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 County Council at the address as detailed above or by email to hls@hants.gov.uk marked "for the attention of the Head of Legal Services" and bearing the reference "144706/ land east of Newgate Lane East";
  - 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;
  - 15.1.5 on Bargate at the address as detailed above or as notified by Bargate in writing to the Borough Council; and
  - 15.1.6 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 Contributions shall be payable to the Borough Council and/or the County Council as appropriate by either:
  - 17.1.1 cheque made payable to Fareham Borough Council or Hampshire County Council as appropriate;
  - 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 16.1 identifying the obligation to which the payment relates.

**18 INTEREST ON LATE PAYMENTS**

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

**19 CONSENT OF THE DEVELOPERS AND FUTURE MORTGAGEES**

19.1 The Developers hereby consent to this Deed being entered into and to the obligations becoming binding on the Land notwithstanding any registration by or on behalf of the Developers to protect their respective interests in the Land pursuant to the options to purchase referred to in Recitals D and E and PROVIDED THAT the covenants restrictions or obligations in this Deed (save for clause 12) shall not binding or enforceable on either Bargate or Miller (separately) unless and until either Bargate or Miller (separately) as the case may be acquire a freehold or leasehold interest in the Land.

19.2 Any future mortgagee and or chargee shall have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

**20 NOTIFICATION OF SUCCESSORS IN TITLE**

20.1 Save in the case of the disposal of an individual Residential Unit the Owner 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 their respective 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:

22.1.1.1 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 them to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and their decision shall be final and binding on all parties in the absence of manifest error and their 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.

22.4 Any expert howsoever appointed ("the Expert") 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 they have 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 the Expert within 10 Working Days of notification of the Expert's 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 SPEND IN ADVANCE**

23.1 If prior to the receipt of any of any Contributions payable pursuant to the terms of this Deed the Borough Council or County Council incur any expenditure in providing additional facilities to which it was intended to apply any such Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the Borough Council or the County Council may immediately following receipt of such Contribution deduct there from a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of any such Contribution shall not be the subject of any

requirement to repay or account for it or any interest accrued thereon pursuant to the terms of this deed and that such monies shall be and remain the property of the Borough Council or County Council

**24 DEVELOPMENT-WIDE LIABILITY**

24.1 Where any provision within this Deed is silent in relation to a Reserved Matters Area or Reserved Matters Application or Reserved Matters Approval any restriction on the Development prior to which a specified obligation must be performed, and that threshold is expressed in terms of numbers or percentages of Residential Units Commenced or Occupied across or comprised within the Development then such threshold shall be deemed met if the aggregate number or percentage of Residential Units across the Development as a whole have been Commenced or Occupied

**25 JURISDICTION**

25.1 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.

**26 DELIVERY**

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

## SCHEDULE ONE

### HIGHWAY CONTRIBUTION TRO CONTRIBUTION SCHOOL TRAVEL PLAN CONTRIBUTION, HIGHWAYS WORKS, TRAVEL PLAN AND EDUCATION

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

"Brookers Lane & Woodcote Lane Highway Works"	Works comprising the implementation of lighting works to Brookers Lane and improvements to the lighting at Woodcote Lane as indicatively shown in the 'Brookers Lane Lighting Drawing – Figure 5-1' and appended to this Deed to be constructed by the Owner at the Owners expense and as agreed with the Highway Works Agreement
"Director"	the County Council's Director of Economy Transport and Environment or his appointed representative for the time being or successor
"Early Years Provision Contribution"	A financial contribution of five hundred thousand pounds (£500,000) Index Linked payable by the Owner to the County Council in accordance with the provisions of this Schedule towards the provision of education facilities for children age 0-5 years to include both pre-school and day care facilities delivered by a mixture of community and private provide
"Framework Travel Plan"	The framework travel plan with reference TW/GT//PLITB16468-016b agreed by the County Council annexed to this Deed
"Highways Contribution"	<p>A financial contribution of £847,857.03 (eight hundred and forty seven thousand eight hundred and fifty seven pounds and three pence) Index Linked payable by the Owner to the County Council in accordance with the provisions of this Schedule towards improvements to the existing the highway network and other sustainable travel improvements as required by the County Council towards:</p> <ul style="list-style-type: none"> <li>• the improvement of the crossing at Brookers Lane/Newgate Lane East/Woodcote Lane</li> <li>• pedestrian and cycle improvements on Wych Lane</li> <li>• pedestrian and cycle improvements on Redlands Lane</li> <li>• pedestrian and cycle improvements on Longfield Avenue/Fort Fareham Road</li> <li>• pedestrian and cycle improvements on routes within Stubbington</li> </ul>

	<ul style="list-style-type: none"> <li>the implementation of Real Time Information "RTI" at bus stops on Tukes Avenue</li> </ul>
"Highway Works Agreement"	Any agreement or agreements for the Newgate Lane Access Works and/or Site Access Works and/or Brookers Lane & Woodcote Lane Highway Works and/or Off Site Highway Works (as may be required) to be entered into by the Owner (at the Owners expense) and the County Council pursuant to (inter alia) section 278 and/or section 38 of the Highways Act 1980 in a form to be agreed by the County Council to provide for the execution of the Newgate Lane Access Works, Site Access Works and/or Brookers Lane & Woodcote Lane Highway Works and /or Off Site Highway Works as appropriate by the Owner at the Owner's expense.
"Highway Works Completion Standard"	Completion of the Newgate Lane Access Works, Site Access Works and/or Brookers Lane & Woodcote Lane Highway Works and/or Off Site Highway Works as appropriate to the reasonable satisfaction of the County Council as evidenced by the issue of a certificate of completion for the Newgate Lane Access Works, Site Access Works and/or Brookers Lane & Woodcote Lane Highway Works and/or Off Site Highway Works performed under an agreement pursuant to section 278 Highways Act 1980 or the issue of a part 2 certificate for Newgate Lane Access Works, Site Access Works and/or Brookers Lane & Woodcote Lane Highway Works and/or Off Site Highway Works performed under an agreement pursuant to section 38 Highways Act 1980
"Newgate Lane Access Works"	<p>the site access works into the Development comprising of the following (unless otherwise amended or revised with the written agreement of the County Council):</p> <ul style="list-style-type: none"> <li>construction of an access roundabout and pedestrian and cycle access 7 as shown on drawing reference ITB10353-GA-102 Rev E and appended to this Deed</li> </ul> <p>to be constructed by the Owner (or persons and or contractors instructed by the Owner) at the Owners expense and as agreed with the Highway Works Agreement</p>
"Off Site Highway Works"	works comprising pedestrian and cycle improvements identified in the WCHAR as shown on drawing reference ITB10353-GA-300 to 315 (as may be amended or revised with the written agreement of the County Council) and annexed to this Deed to be constructed by the Owner (or persons and or contractors instructed by the Owner) at the Owners expense and as agreed with the Highway Works Agreement
"Primary Education Contribution"	A financial contribution in the sum of one million eighty thousand five hundred sixty-two pounds (£1,080,562) (Index Linked) payable by the Owner to the County Council in accordance with the provisions of this Schedule towards additional pupil places and investment in infrastructure and teaching accommodation related to the impact on pupil places

	and school facilities as a result of the additional housing from the Development
"Programme of Delivery"	A programme for the construction of the Site Access Works (at the Owners expense) and shall include but not be limited to the order and timing of the works and the provision of a direct access at the agreed points 1,2,3,6 and A, B and C
"Site Access Works"	<p>the site access works into the Development comprising of the following (unless otherwise amended or revised with the written agreement of the County Council):</p> <ul style="list-style-type: none"> <li>• construction of site access points 1 and 2 as identified on drawing ITB10353-GA-031 Rev A</li> <li>• construction of site access point 3 as identified on drawing ITB10353-GA-032B</li> <li>• construction of site access point 6 as identified on drawing ITB10353-GA-102 Rev E</li> </ul> <p>all to be constructed by the Owner (or persons and or contractors instructed by the Owner) at the Owners expense and as agreed with the County Council and Highway Works Agreement</p>
"School Travel Plan Contribution"	the sum of forty-two thousand pounds (£42,000) Index Linked to be paid by the Owner to the County Council in accordance with the provisions of this Schedule in relation to the monitoring and delivery of school travel plans for the catchment schools relating to the Development to be paid in accordance with the provisions of this Schedule
"Secondary Education Contribution"	A financial contribution in the sum of nine hundred ninety-three thousand eight hundred ninety-nine pounds (£993,899) (Index Linked) to be paid by the Owner to the County Council in accordance with the provisions of this Schedule towards additional pupil places and investment in infrastructure and teaching accommodation related to the impact on pupil places and school facilities as a result of the additional housing from the Development
"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 and/or any amendment or variation thereof to be submitted by the Owner at the Owners expense to the County Council for approval.
"Travel Plan Approval Fee"	The sum of one thousand five hundred pounds (£1,500) to be paid by the Owner to the County Council for the consideration and approval of the Travel Plan
"Travel Plan Coordinator"	An individual or company appointed to deliver the measures set out in the Travel Plan.
"Travel Plan Monitoring Fee"	The sum of Fifteen Thousand Pounds (£15,000) payable by the Owner to the County Council towards the costs to be incurred by the County Council in monitoring the Travel Plan.



"Travel Plan Security Sum"	A cash deposit in the sum of seventy eight thousand and six hundred and fifty pounds (£78,650) being the sum of the cost of implementation and compliance with the Travel Plan (as estimated by the County Council) plus ten per cent (10%)
"TRO Contribution"	the sum of six thousand pounds (£6,000) Index Linked payable by the Owner to the County Council in accordance with the provisions of this Schedule towards the delivery of a traffic regulation order to implement parking restrictions (if deemed necessary by the County Council) on the service road connecting Tukes Avenue to access point 3

The Owner covenants with the County Council as follows:

### 1. Highways Contribution

1.1 to pay the Highways Contribution to the County Council as follows:

- 1.1.1 34% of the Highways Contribution (Index Linked) prior to the Occupation of the first Residential Unit within the Development;
- 1.1.2 33% of the Highways Contribution (Index Linked) prior to the Occupation of the 100<sup>th</sup> Residential Unit within the Development; and
- 1.1.3 33% of the Highways Contribution (Index Linked) prior to the Occupation of the 200<sup>th</sup> Residential Unit within the Development

1.2 Not to Occupy or permit the Occupation of any Residential Unit within the Development unless and until 34% of the Highways Contribution (Index Linked) has been paid to the County Council

1.3 Not to Occupy or permit the Occupation of more than 99 Residential Units within the Development unless and until 33% of the Highways Contribution (Index Linked) has been paid to the County Council

1.4 Not to Occupy or permit the Occupation of more than 199 Residential Units within the Development unless and until the final 33% of the Highways Contribution (Index Linked) has been paid to the County Council

1.5 To pay the TRO Contribution to the County Council prior to the first Occupation of any Residential Unit and not to Occupy or permit Occupation of any of the Residential Units unless and until the TRO Contribution has been paid

1.6 To pay the School Travel Plan Contribution to the County Council prior to the first Occupation of any Residential Unit and not to Occupy or permit Occupation of any of the Residential Units unless and until the School Travel Plan Contribution has been paid

## **2. Highway Works**

- 2.1 To enter into the Highway Works Agreement for the Newgate Lane Access Works with the County Council prior to the Commencement of the Development and not to Commence or permit Commencement of the Development unless and until the Owner has entered into the Highway Works Agreement with the County Council for the Newgate Lane Access Works
- 2.2 To complete the Newgate Lane Access Works prior to the first Occupation of any Residential Unit to Highway Works Completion Standard and not to Occupy or permit Occupation of any of the Residential Units unless and until the Newgate Lane Access Works have been completed to the satisfaction of the County Council to the Highway Works Completion Standard
- 2.3 To submit and agree a Programme of Delivery for the Site Access Works with the County Council prior to the Commencement of the Development
- 2.4 Subject to the provisions of the Programme of Delivery to enter into the Highway Works Agreement for the Site Access Works with the County Council as soon as reasonably practicable
- 2.5 Subject to the provisions of the Programme of Delivery to complete the Site Access Works to Highway Works Completion Standard
- 2.6 To enter into the Highway Works Agreement for the Brookers Lane & Woodcote Lane Highway Works with the County Council prior to the Commencement of the Development and not to Commence or permit Commencement of the Development unless and until the Owner has entered into the Highway Works Agreement with the County Council for the Brookers Lane & Woodcote Lane Highway Works
- 2.7 To complete the Brookers Lane Woodcote Lane Highway Works prior to the first Occupation of any Residential Unit to Highway Works Completion Standard and not to Occupy or permit Occupation of any of the Residential Units unless and until the Brookers Lane & Woodcote Lane Highway Works have been completed to the satisfaction of the County Council to the Highway Works Completion Standard
- 2.8 To enter into the Highway Works Agreement for the Off Site Highway Works with the County Council prior to the Commencement of the Development and not to Commence or permit Commencement of the Development unless and until the Owner has entered into the Highway Works Agreement with the County Council for the Off Site Highway Works
- 2.9 To complete the Off Site Highway Works prior to the first Occupation of any Residential Unit to Highway Works Completion Standard and not to Occupy or permit Occupation of any of the Residential Units unless and until the Off Site Highway Works have been completed to the satisfaction of the County Council to the Highway Works Completion Standard

### **3. Travel Plan**

- 3.1 To submit to the County Council the Travel Plan for written approval prior to Occupation of any Residential Unit and not to Occupy or permit the Occupation of any Residential Unit unless and until the Travel Plan has been submitted to and approved in writing by the County Council
- 3.2 To pay the Travel Plan Approval Fee prior to the first Occupation of any Residential Unit and the Travel Plan Monitoring Fee shall be payable in five equal annual instalments of £3,000 commencing on the first 12 month anniversary of the Occupation of the first Residential Unit and not to Occupy the Development unless and until the Travel Plan Approval Fee been paid to the County Council
- 3.3 To implement from and upon first Occupation of the Residential Unit within the Development the approved Travel Plan and promote the objectives of the Travel Plan
- 3.4 Not to Occupy or permit Occupation of any Residential Unit within the Development until the Owner has appointed and funded a suitably qualified Travel Plan Coordinator with the responsibilities and duties set out in the Travel Plan and to ensure that the County Council is notified of the identity of the Travel Plan Coordinator immediately following their nomination and that any changes in their nomination or responsibilities are notified to the County Council immediately
- 3.5 Not to Occupy or permit Occupation of any Residential Unit within the Development until they have paid to the County Council the Travel Plan Security Sum and subject to the provisions of paragraph 3.6 below upon completion of the Travel Plan the Owner shall make a written request to the County Council requesting that the County Council releases the Travel Plan Security Sum or (if the County Council has realised part of the Travel Plan Security Sum) such figure remaining
- 3.6 Where the Owner fails at any time to deliver or comply with any or all of the measures/targets contained within the Travel Plan or becomes bankrupt or goes into liquidation or enters administrative receivership the County Council shall withdraw such sum as required from the Travel Plan Security Sum so as to pay any sum as may be certified by the Director to be required up to the value of the Travel Plan Security Sum in order to remedy the Owner's failure to achieve and implement the agreed measures/targets contained in the Travel Plan, or to pay any sum required (up to the value of the Travel Plan Security Sum) in respect of such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the Travel Plan

### **4.PRIMARY EDUCATION CONTRIBUTION**

4.1 To pay to the County Council the Primary Education Contribution (Index Linked) as follows:

- 4.1.1 10% of the Primary Education Contribution (Index Linked) prior to the Occupation of the first Residential Unit within the Development;

4.1.2 45% of the Primary Education Contribution (Index Linked) prior to the Occupation of the 50<sup>th</sup> Residential Unit within the Development;

4.1.3 45% of the Primary Education Contribution (Index Linked) prior to the Occupation of the 100<sup>th</sup> Residential Unit within the Development;

4.2 Not to Occupy or permit the Occupation of any Residential Unit within the Development unless and until 10% of the Primary Education Contribution (Index Linked) has been paid to the County Council

4.3 Not to Occupy or permit the Occupation of more than 49 Residential Units within the Development unless and until 45% of the Primary Education Contribution (Index Linked) has been paid to the County Council

4.4 Not to Occupy or permit the Occupation of more than 99 Residential Units within the Development unless and until the final 45% of the Primary Education Contribution (Index Linked) has been paid to the County Council

## **5. SECONDARY EDUCATION CONTRIBUTION**

5.1 To pay to the County Council the Secondary Education Contribution (Index Linked) as follows:

5.1.1 10% of the Secondary Education Contribution (Index Linked) prior to the Occupation of the first Residential Unit within the Development

5.1.2 45% of the Secondary Education Contribution (Index Linked) prior to the Occupation of the 50<sup>th</sup> Residential Unit within the Development

5.1.3 45% of the Secondary Education Contribution (Index Linked) prior to the Occupation of the 100<sup>th</sup> Residential Unit within the Development.

5.2 Not to Occupy or permit the Occupation of any Residential Unit within the Development unless and until 10% of the Secondary Education Contribution (Index Linked) has been paid to the County Council

5.3 Not to Occupy or permit the Occupation of more than 49 Residential Units within the Development unless and until 45% of the Secondary Education Contribution (Index Linked) has been paid to the County Council

5.4 Not to Occupy or permit the Occupation of more than 99 Residential Units within the Development unless and until the final 45% of the Secondary Education Contribution (Index Linked) has been paid to the County Council

## **6. EARLY YEARS PROVISION CONTRIBUTION**

6.1 To pay to the County Council the Early Years Provision Contribution (Index Linked) as follows:

6.1.1 50% of the Early Years Provision Contribution (Index Linked) prior to the Occupation of the first Residential Unit within the Development

6.1.2 the remaining 50% of the Early Years Provision Contribution (Index Linked) to the County Council prior to the Occupation of the 50th Residential Unit within the Development and

6.2 Not to Occupy or permit the Occupation of any Residential Unit within the Development unless and until 50% of the Early Years Provision Contribution (Index Linked) has been paid to the County Council

6.3 Not to Occupy or permit Occupation of more than 49 Residential Units unless and until the remaining 50% of the Early Years Provision Contribution (Index Linked) has been paid to the County Council

## 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 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 Plan”	A plan showing the location of the Affordable Housing Units by reference to their tenure and unit size
“Affordable Housing Unit”	A Residential Unit 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) and used for the purposes of Affordable Housing either as an Affordable Rent Unit, a Social Rent Unit or an Intermediate Unit (as the case may be)
“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 the 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 (or any statutory replacement or successor body)
“Affordable Rent Unit”	those Affordable Housing Units let to applicants for Affordable Housing Units at Affordable Rent
“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 body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social

	landlord (pursuant to the Housing Act 1996 as may be amended or replaced from time to time) with Homes England and/or a non-profit registered provider of social housing pursuant to section 80 of the Housing and Regeneration Act 2008 (as may be amended or replaced from time to time) and which has been approved in writing by the Borough Council 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 at the Transfer Price and incorporating the Transfer Requirements
"Homes England"	Homes England 50 Victoria Street Westminster London SW1H 0TL (or its successor in function from time to time)
"Intermediate Unit"	an Affordable Housing Unit 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
"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>
"Nationally Described Space Standards"	the "Technical Housing Standards – Nationally Described Space Standard" published 27 <sup>th</sup> March 2015 or such national space standard as amends or replaces it
"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 in accordance with the Nominations Policy
"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 Units"	the Residential Units which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
"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)
"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 to the extent that the costs have been reasonably incurred and remain at a reasonable level that will remain affordable for occupants



"Social Rent"	a rent set in accordance with the Government's rent policy for social rent
"Social Rent Unit"	those Affordable Housing Units let to applicants for Affordable Housing Units at Social 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 Price"	A consideration that allows the HARP: <ul style="list-style-type: none"> <li>(a) to provide the Affordable Rent Units at an Affordable Rent in accordance with paragraph 3 of this Schedule Two,</li> <li>(b) to provide the Social Rent Units at a Social Rent in accordance with paragraph 4 of this Schedule Two, and</li> <li>(c) to provide the Intermediate Units in accordance with paragraph 5 of this Schedule Two</li> </ul>
"Transfer Requirements"	The requirements of paragraph of 2.2 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 not less than 40% of the total number of Residential Units comprised in the Development as Affordable Housing Units on the Land in accordance with paragraphs 1.2 to 1.8 of this Schedule Two.
- 1.2 Unless otherwise agreed in writing with the Borough Council the Affordable Housing Units shall consist of the following proportions of tenure type and unit sizes:

Tenure	Type of Accommodation	% of Total Number of Affordable Housing Units by tenure
Affordable Rent Units/Social Rent Units (65% of total number of the Affordable Housing Units) of which:		
Affordable Rent/Social Rent	1 bed Residential Unit	32%
Affordable Rent/Social Rent	2 bed Residential Unit	26%
Affordable Rent/Social Rent	3 bed Residential Unit	34%
Affordable Rent/Social Rent	4 bed Residential Unit	8%
Intermediate Units (35% of total number of the Affordable Housing Units) of which:		

Intermediate Units	1 bed Residential Unit	20-25%
Intermediate Units	2 bed Residential Unit	45-55%
Intermediate Units	3 bed Residential Unit	25-35%
Intermediate Units	4 bed Residential Unit	0-5%

- 1.3 To submit the Affordable Housing Plan for each Reserved Matters Area for the approval of the Borough Council as part of that Reserved Matters Application and not to Commence Development of any Reserved Matters Area until the Affordable Housing Plan for that Reserved Matters Area has been agreed in writing with the Borough Council, provided that 40% of the total number of Residential Units constructed within each Reserved Matters Area shall be Affordable Housing unless otherwise agreed in writing with the Borough Council.
- 1.4 The Affordable Housing Units shall be located in accordance with the Affordable Housing Plan approved pursuant to paragraph 1.3 above.
- 1.5 The Owner covenants with the Borough Council that the Affordable Housing Units shall be seamlessly integrated and distributed throughout the Development in not more than clusters of twelve unless otherwise agreed in writing by the Borough Council.
- 1.6 The exact size (in square metres), tenure and location of the Affordable Housing Units in a Reserved Matters Area shall be agreed in writing with the Borough Council prior to the Commencement of the Development within a Reserved Matters Area and the Owner shall not Commence the Development of the relevant Reserved Matters Area until the specific size, tenure and location of each Affordable Housing Unit within that Reserved Matters Area has been agreed in writing with the Borough Council. No Affordable Housing Unit shall be smaller than the Nationally Described Space Standards.
- 1.7 For the avoidance of doubt where the number of Affordable Housing Units in this Schedule Two is set by reference to a percentage, this shall be rounded up or down to the nearest whole number of units (on the basis that if the part number produced is 0.5 or higher it is rounded up and in all other cases it is rounded down) PROVIDED THAT the total number of Affordable Housing Units provided shall not fall below 40% of the total number of Residential Units constructed on the Land.
- 1.8 Subject to paragraph 6 below from the date of Completion of the Affordable Housing Units, not to use the Affordable Housing Units for anything other than as Affordable Rent Units or Social Rent Units or Intermediate Units as the case may be unless otherwise agreed in writing by the Borough Council.
- 2. Delivery of Affordable Housing**
- 2.1 Not to Occupy nor permit the Occupation of more than 70% (seventy percent) of the Open Market Units within a Reserved Matters Area until:
- 2.1.1 100% of the Affordable Housing Units in the relevant Reserved Matters Area have been constructed and
- 2.1.2 the unencumbered freehold of the Affordable Housing Land in the relevant Reserved Matters Area has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation.
- 2.2 Each HARP Transfer shall include:
- 2.2.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units;

- 2.2.2 a grant of full and free rights to the passage of services through service media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and
- 2.2.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units.
- 2.3 To include in any service charge provision to which the Affordable Housing Units are subject conditions which provide that the service charges and any ground rent payable by any Occupiers (or their successors in title) would not exceed an amount which would if payable result in the Affordable Housing Unit not being classed by the Borough Council (acting reasonably) as Affordable Housing.
- 3. Affordable Rent Units**
- 3.1 Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
  - 3.1.1 at an Affordable Rent in respect of each Affordable Rent Unit; and
  - 3.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 3.2 Not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement and the Borough Council's Nominations Policy to persons or households on the Register unless otherwise agreed in writing by the Borough Council.
- 4. Social Rent Units**
- 4.1 Not to let or otherwise permit the letting of any Social Rent Unit to any person other than in accordance with the following:
  - 4.1.1 at a Social Rent in respect of each Social Rent Unit; and
  - 4.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is a Social Rent.
- 4.2 Not to dispose of or let the Social Rent Units otherwise than in accordance with the Nominations Agreement and the Borough Council's Nominations Policy to persons or households on the Register unless otherwise agreed in writing by the Borough Council.
- 5. Intermediate Units**
- 5.1 Not to use the Intermediate Units for any purpose other than for the provision of Intermediate Units.
- 5.2 The initial rent payable in respect of a Shared Ownership Unit shall not exceed 2.75 % of the capital value of the unacquired percentage at the point of initial sale.
- 5.3 The 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 of Fareham (less reasonable costs incurred by the HARP as approved by the Borough Council).
- 6. Release of affordable housing provisions**
- 6.1 The restrictions set out in this Schedule Two shall not apply to the following:
  - 6.1.1 any Protected Tenant or any successor in title to a Protected Tenant;
  - 6.1.2 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;

- 6.1.3 any purchaser from any of the parties named in paragraphs 6.1.1 or 6.1.2 above of an individual Affordable Housing Unit.
- 6.1.4 a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Land where there has been a bona fide default by the HARP of the terms of such mortgage or financial charge PROVIDED THAT the 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:
- 6.1.4.1 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
- 6.1.4.2 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 this Schedule Two which shall from time of completion of the disposal permanently cease to apply
- 6.1.4.3 if the Borough Council cannot within 2 (two) months of the date of service of its response under paragraph 6.1.4.1 above complete such a transfer then provided that the Chargee shall have complied with its obligations under this paragraph 6.1.4 the Chargee shall be entitled to dispose free of the restrictions set out in 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 6.1.4 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 6.1.4 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.

## SCHEDULE THREE

### ENVIRONMENTAL OBLIGATIONS

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

"European Nature Conservation Sites"	1. New Forest Special Area of Conservation 2. New Forest Special Protection Area 3. New Forest Ramsar site
"Interim New Forest Recreation Disturbance Solution"	An interim solution adopted by the Borough Council on 7 <sup>th</sup> December 2021 that allows for the payment of a financial contribution in order to mitigate the in-combination effects of new development in its area on the European Nature Conservation Sites
"New Forest Recreation Disturbance Contribution"	The sum of £253.23 Index Linked 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 in accordance with the Interim New Forest Recreation Disturbance Solution
"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"	A sum (Index Linked) towards the Solent Recreation Mitigation Strategy to be calculated by reference to the number of Residential Units comprised in the Development as follows: <ul style="list-style-type: none"><li>▪ £390 for each one-bedroom Residential Unit</li><li>▪ £563 for each two-bedroom Residential Unit</li><li>▪ £735 for each three-bedroom Residential Unit</li><li>▪ £864 for each four-bedroom Residential Unit</li><li>▪ £1,014 for each Residential Unit with five bedrooms or more</li></ul>

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 in respect of the Residential Units permitted by any Reserved Matters Approval in full to the Borough Council prior to the Occupation of any Residential Unit permitted by the relevant Reserved Matters Approval.

- 1.2. Not to Occupy any Residential Unit permitted by a Reserved Matters Approval unless the Solent Recreation Mitigation Strategy Contribution associated with that Reserved Matters Approval has been paid in full to the Borough Council.

**2 New Forest Recreation Disturbance Contribution**

- 2.1 To pay the New Forest Recreation Disturbance Contribution in respect of the Residential Units permitted by any Reserved Matters Approval in full to the Borough Council prior to the Occupation of any Residential Unit permitted by the relevant Reserved Matters Approval.
- 2.2 Not to Occupy any Residential Unit permitted by a Reserved Matters Approval unless the New Forest Recreation Disturbance Contribution associated with that Reserved Matters Approval has been paid in full to the Borough Council.

## SCHEDULE FOUR

### OPEN SPACE OBLIGATIONS

#### DEFINITIONS

In this Schedule the following terms have the following meanings:

“Access Points Plan”	The plan annexed hereto marked ITB10353-GA-031A showing access points 1, 2, 3, 6 and 7 and access points A, B and C
“Access Point 6”	access point 6 shown on the Access Points Plan and as indicatively shown on Plan 2
“Access Point 7”	access point 7 shown on the Access Points Plan and as indicatively shown on Plan 2
“Drainage Infrastructure”	Such drainage infrastructure as may be located on over or under the Open Space
“Drainage Management and Maintenance Plan”	A plan showing how the Drainage Infrastructure is going to be installed and thereafter inspected, maintained, repaired, renewed and replaced so as to keep it in good working order
“Interim Open Space Management Plan”	A plan setting out how the Open Space and the NEAP will be managed and maintained prior to its transfer to the Management Company as and when parts of it become available for use by members of the public in accordance with the timetable for delivery in the approved Scheme of Works
“Available for use by the public”	made available for use by the public to pass and repass (subject to the provisions of this Schedule Four) without undue hindrance or interruption at all times.
“Managed Land”	The Open Space, the NEAP, the Pedestrian Cycle Routes and the On-Site Routes and any areas of open or greenspace forming part of the Land which lies outside the curtilage of any Residential Unit
“Management Company”	A limited company set up inter alia (which may include a resident management company) 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 transferred to a Management Company and thereafter maintained and financed so as to fulfil the following objectives:</p> <ol style="list-style-type: none"> <li>I. To ensure that each lessee/owner of every Residential Unit pays a reasonable service charge for the maintenance and management of the Managed Land;</li> </ol>

	<p>II. 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</p> <p>III. To provide a means by which the Borough Council may verify compliance with the Management Plan.</p>
"Minimum Requirement"	A size not less than that calculated in accordance with Table 1 at Appendix 1.
"NEAP"	A neighbourhood equipped area of play of at least 1,000 sq m in size and including at least eight pieces of play equipment to be constructed on the Land at least 30 metres away from the nearest Residential Unit
"On-Site Routes"	The roads, footpaths and footways to be constructed within the Development including the Pedestrian Cycle Routes.
"Open Space"	Land to be provided on the Land as public open space of such area not less than the Minimum Requirement as shown for the purposes of indication only shaded green on Plan 2 (or such alternative area being not less than the Minimum Requirement as may be agreed in writing with the Borough Council)
"Outdoor Sports Contribution"	The sum of £588,896 (five hundred and eighty eight thousand eight hundred and ninety six pounds) towards the provision by the Borough Council of outdoor sports provision at the proposed Longfield Avenue Sports Hub or in the vicinity of the Land
"Pedestrian Cycle Routes"	<p>Routes suitable for use by pedestrians and where appropriate cyclists to be provided on the Land in the locations indicatively shown in yellow on Plan 2 and more particularly described as follows (unless otherwise agreed in writing with the Borough Council):</p> <ul style="list-style-type: none"> <li>• Two pedestrian and cycle links to the northernmost boundary of the site to join the existing route linking Tukes Avenue and Newgate Lane East (such connection points as identified by access points 1 and 2 on the Access Points Plan and as indicatively shown on Plan 2);</li> <li>• One pedestrian link on Newgate Lane East to the immediate south of HMS Collingwood playing fields (such connection point as identified by Access Point 6 on the Access Points Plan and as indicatively shown on Plan 2);</li> <li>• One pedestrian and cycle link adjacent to the access road from Newgate Lane site access to the built form of the Development (such connection point identified by access point 7 on the Access Points Plan and as indicatively shown on Plan 2);</li> <li>• One pedestrian and cycle link (and emergency vehicle access) on the eastern boundary, close to entrance of Woodcot Primary School on Tukes Avenue (such</li> </ul>



	<p>connection point identified by access point 3 on the Access Points Plan and as indicatively shown on Plan 2); and</p> <ul style="list-style-type: none"> <li>• Three pedestrian and cycle links at the southern boundary of the site to the residential development to the south (such connection points identified by access points A, B and C on the Access Points Plan and as indicatively shown on Plan 2)</li> </ul> <p>and "Pedestrian Cycle Route" shall be construed accordingly</p>
"Plan 2"	The plan annexed hereto marked "Plan 2" showing (indicatively only) the Open Space shaded green, the NEAP shaded purple and the Pedestrian Cycle Routes marked in yellow as may be amended from time to time with the written agreement of the Council
"Scheme of Works"	<p>A scheme of works and measures to include the means and timetable for the formation, laying out and provision of the Open Space, the NEAP and the Pedestrian Cycle Routes as approved pursuant to a relevant Reserved Matters Application(s) which must include:</p> <ul style="list-style-type: none"> <li>▪ a scaled plan identifying the location of the Open Space, the Pedestrian Cycle Routes and the NEAP;</li> <li>▪ specifications and building materials including specifications of play equipment for the NEAP;</li> <li>▪ surfacing and boundary treatment;</li> <li>▪ provision of dog waste bins and associated signage;</li> <li>▪ other cycle and pedestrian paths (if any);</li> <li>▪ the timetable for the delivery of the Open Space, the NEAP and the Pedestrian Cycle Routes; and</li> <li>▪ street furniture, lighting and any other proposed structures or sculptures</li> </ul>

The Owner covenants with the Borough Council as follows:

**1. Open Space, NEAP and Pedestrian Cycle Routes**

- 1.1 Not to submit a Reserved Matters Application for any part of the Land which is proposed to include Open Space unless the Reserved Matters Application makes provision for such Open Space.
- 1.2 Not to Commence the Development pursuant to any Reserved Matters Approval unless the Scheme of Works, the Interim Open Space Management Plan and the Drainage Management and Maintenance Plan relevant to any Open Space forming part of that Reserved Matters Approval has been submitted to and approved in writing by the Borough Council.
- 1.3 To complete, layout and equip each parcel of the Open Space in a relevant Reserved Matters Area in accordance with the approved Scheme of Works, Interim Open Space Management Plan and Drainage Management and Maintenance Plan for the relevant Reserved Matters Area.

- 1.4 Not to submit a Reserved Matters Application for any part of the Land which is proposed to include Pedestrian Cycle Routes unless the Reserved Matters Application makes provision for such Pedestrian Cycle Routes.
- 1.5 Unless otherwise agreed in writing with the Borough Council not to Occupy the penultimate or final Residential Unit in a relevant Reserved Matters Area containing either, Open Space or a NEAP unless:
  - 1.5.1 in that relevant Reserved Matters Area the Pedestrian Cycle Routes and Open Space has been laid out and the NEAP constructed and equipped in accordance with the approved Scheme of Works; and
  - 1.5.2 The Borough Council has given its written approval of the completed Open Space and NEAP in that Reserved Matters Area PROVIDED THAT if the Borough Council fail to inspect the Open Space and NEAP within 28 days of receiving a request in writing to do so the Borough Council shall be deemed to have given such approval.
- 1.6 SAVE for the provisions of paragraph 1.8 below unless otherwise agreed in writing with the Borough Council and the County Council not to Occupy more than 25% of the Residential Units in a relevant Reserved Matters Area containing a Pedestrian Cycle Route unless:
  - 1.6.1 in that relevant Reserved Matters Area the Pedestrian Cycle Route has been laid out in accordance with the approved Scheme of Works; and
  - 1.6.2 the Borough Council has given its written approval of the completed Pedestrian Cycle Route in that Reserved Matters Area PROVIDED THAT if the Borough Council fail to inspect the Pedestrian Cycle Route within 28 days of receiving a request in writing to do so the Borough Council shall be deemed to have given such approval.
- 1.7 Not to Occupy more than 60% of Residential Units unless the Pedestrian Cycle Routes, Open Space and NEAP have been laid out (and in the case of the NEAP constructed and equipped) in accordance with the approved Scheme of Works and are Available for use by members of the public.
- 1.8 Not to Occupy any Residential Unit in a relevant Reserved Matters Area that includes a Pedestrian Cycle Route which connects to Access Point 6 and/or Access Point 7 unless:
  - 1.8.1 in that relevant Reserved Matters Area the Pedestrian Cycle Route which connects to Access Point 6 and/or Access Point 7 (as the case may be, but for the avoidance of doubt both are required) has been laid out and constructed in accordance with the Scheme of Works which shall include but not be limited to securing that the Pedestrian Cycle Route is segregated (segregation in relation to Access Point 7 only), surfaced and lit along the length of the route and is available for use by the public in perpetuity; and
  - 1.8.2 the County Council has given it written approval of the completed Pedestrian Cycle Route which connects to Access Point 6 and/or Access Point 7 (as the case may be)
- 1.9 Not to Occupy the penultimate or final Residential Unit in a relevant Reserved Matters Area unless the freehold interest in the Managed Land for that Reserved Matters Area (where relevant) has been transferred to the Management Company.
- 1.10 Following completion of the installation of the Drainage Infrastructure within a relevant Reserved Matters Area, to thereafter carry out a programme of inspection, maintenance, repair or replacement of the Drainage Infrastructure in that relevant Reserved Matters Area

in accordance with the details in the approved Drainage Management and Maintenance Plan (unless otherwise agreed in writing with the Borough Council) in order to keep the Drainage Infrastructure in good working order.

- 1.11 Following completion of the laying out and construction of the Pedestrian Cycle Routes, the Open Space and the NEAP within a Reserved Matters Area pursuant to paragraph 1.5.1 and 1.8 above and until such time as the Managed Land within that Reserved Matters Area has been transferred to the Management Company, the Owner undertakes to the Borough Council to:
- 1.11.1 keep the Managed Land within the Reserved Matters Area in a tidy condition and free from rubbish and as often as may be necessary maintain and replace any trees or plants or grassland which might die through whatever cause;
  - 1.11.2 comply with the approved Interim Open Space Management Plan for the relevant Reserved Matters Area; and
  - 1.11.3 not to develop the Open Space nor build nor erect any buildings upon the Open Space nor cause or permit any building or erection upon the Open Space except in each case any such erection forming part of the approved Scheme of Works.

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

- 2.1 To submit the Management Plan for a relevant Reserved Matters Area to the Borough Council for its approval within three months of the Commencement Date of the Reserved Matters Area.
- 2.2 In the event the Owner fails to submit the Management Plan for a relevant Reserved Matters Area in accordance with paragraph 2.1 above, the Owner shall cease to carry out the Development on that Reserved Matters Area PROVIDED THAT in such case the Development on the relevant Reserved Matters Area may recommence upon submission of the Management Plan.
- 2.3 Within 6 months of the Commencement Date of a relevant Reserved Matters Area, the Owner shall submit the details of the proposed Management Company for the Managed Land within the Reserved Matters Area 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 in a relevant Reserved Matters Area unless the Management Plan and details of the proposed Management Company for that Reserved Matters Area have been approved in writing by the Borough Council PROVIDED THAT if the Borough Council fail to respond in writing in respect of that relevant 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 a Reserved Matters Area in accordance with the Management Plan for the Reserved Matters Area.
- 2.6 Not to Occupy any Residential Unit or to sell 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 type of Residential Unit which is not an Affordable Housing Unit;

- 2.6.2 include a covenant from the Owner to 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.
- 2.8 Not to Occupy more than fifty percent (50%) of the Residential Units within a Reserved Matters Area until the Owner has incorporated the Management Company for that Reserved Matters Area.
- 2.9 Unless otherwise agreed with the Borough Council acting at its sole discretion, upon completion of the On-Site Routes within a Reserved Matters Area or such part thereof, to make the On-Site Routes within that Reserved Matters Area Available for use by the public in perpetuity 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).

**3. Outdoor Sports Contribution**

- 3.1 Not to Occupy more than fifty percent (50%) of the Residential Units until the Owner has paid to the Borough Council in full the Outdoor Sports Contribution.

## SCHEDULE FIVE

### BIRD CONSERVATION AREA OBLIGATIONS

#### DEFINITIONS

"Bird Mitigation Area"	the land edged green on Plan 3
"Bird Mitigation Area Scheme"	the grassland management regime and creation of scrapes as set out at paragraph 4.0 to 4.2 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
"Bird Mitigation Area Commuted Sum"	a reasonable sum for the future management and maintenance of the Bird Mitigation Area as to be reasonably agreed with the Borough Council)
"Bird Mitigation Area 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 Bird Mitigation Area Scheme
"Bird Mitigation Area Transfer"	the transfer of the Bird Mitigation Area to the Management Company
"Management Company"	a company incorporated for the purposes of managing and maintaining the Bird Mitigation Area in accordance with the Bird Mitigation Area Scheme or such other body as may be agreed with the Borough Council in writing to undertake the same purpose
"Perpetuity"	125 years from the date on which the Bird Mitigation Area has been laid out in accordance with the Bird Mitigation Area Scheme OR the lifetime of the Development, whichever is the later.
"Plan 3"	The plan annexed hereto marked "Plan 3" showing the location of the Bird Mitigation Area
"Wading Birds and Brent Geese Habitat Enhancement Scheme"	The document entitled "Appendix E – On-Site Winter Bird Mitigation Strategy" prepared by Tetra Tech (as may be amended from time to time with the written agreement of the Borough Council) appended to this Deed

#### OBLIGATION

The Owner undertakes to the Borough Council as follows:-

##### **1 Bird Mitigation Area Provision**

- 1.1 Not to Initiate the Development (with the exception of any works required to be undertaken in order to provide and lay out the Bird Mitigation Area) unless and until the Bird Mitigation Area has been laid out in accordance with the relevant details in the Bird Mitigation Area Scheme.

- 1.2 Within 12 (twelve) months following the Initiation of the Development the Bird Mitigation Area Transfer shall have been completed at nil value together with such reasonably necessary rights, access and easements to permit the Management Company to access the Bird Mitigation Area for management and maintenance purposes in accordance with the Wading Birds and Brent Geese Habitat Enhancement Scheme and the Bird Mitigation Area Commuted Sum shall have been paid to the Management Company.
- 1.3 Not to Occupy more than 25% of Residential Units unless the Bird Mitigation Area Transfer has been completed and the Bird Mitigation Area Commuted Sum has been paid to the Management Company in full.
- 1.4 Prior to the Bird Mitigation Area Transfer the Owner shall provide evidence to the Borough Council that the Management Company has been incorporated.
- 1.5 The Owner shall manage and maintain the Bird Mitigation Area in accordance with the Wading Birds and Brent Geese Habitat Enhancement Scheme until the Bird Mitigation Area is transferred in accordance with paragraphs 1.2 and 1.3 above.

## **2 Bird Mitigation Area Management Maintenance and Monitoring**

- 2.1 Following the Initiation of the Development and the laying out of the Bird Conservation Area in accordance with paragraph 1.1 of this Schedule to manage and maintain the Bird Mitigation Area in accordance with the Wading Birds and Brent Geese Habitat Enhancement Scheme in Perpetuity.
- 2.2 Following the Initiation of the Development and the laying out of the Bird Conservation Area in accordance with paragraph 1.1 of this Schedule to carry out any works to the Bird Mitigation Area that are identified as necessary pursuant to the monitoring that will take place in accordance with the Wading Birds and Brent Geese Habitat Enhancement Scheme.
- 2.3 The obligations at paragraphs 2.1 and 2.2 above shall be carried out by or under the supervision of a qualified ecologist.
- 2.4 To pay to the Borough Council the Bird Mitigation Area Monitoring Fee prior to the Commencement of Development (with the exception of any works required to be undertaken in order to provide and lay out the Bird Mitigation Area).
- 2.5 Not to Commence Development (with the exception of any works required to be undertaken in order to provide and lay out the Bird Mitigation Area) unless and until the Bird Mitigation Area Monitoring Fee has been paid to the Borough Council.
- 2.6 The Bird Mitigation Area Commuted Sum once paid shall only be used by the recipient for the future management and maintenance of the Bird Mitigation Area in accordance with the Wading Birds and Brent Geese Habitat Enhancement Scheme .

## **3. Step-in Rights**

- 3.1 Without prejudice to its powers under section 106(6) of the Act, in the event that the Borough Council considers, acting reasonably, that the Bird Mitigation Area is not being properly managed or maintained by the Management Company, the Borough Council may require that the Bird Mitigation Area be transferred to the Borough Council together with such proportionate part of the Bird Mitigation Area Commuted Sum as reflects the management and monitoring actions that have been carried out and those that remain outstanding in accordance with paragraph 9.0 of the Wading Birds and Brent Geese Habitat Enhancement Scheme.

- 3.2 In the event that the Borough Council exercises its option at paragraph 3.1 to require the Bird Mitigation Transfer to the Borough Council, the Owner shall co-operate fully with progressing and completing such transfer and use reasonable endeavours to transfer the Bird Mitigation Area to the Borough Council and pay the required amount of the Commuted Sum promptly.

## Appendix 1

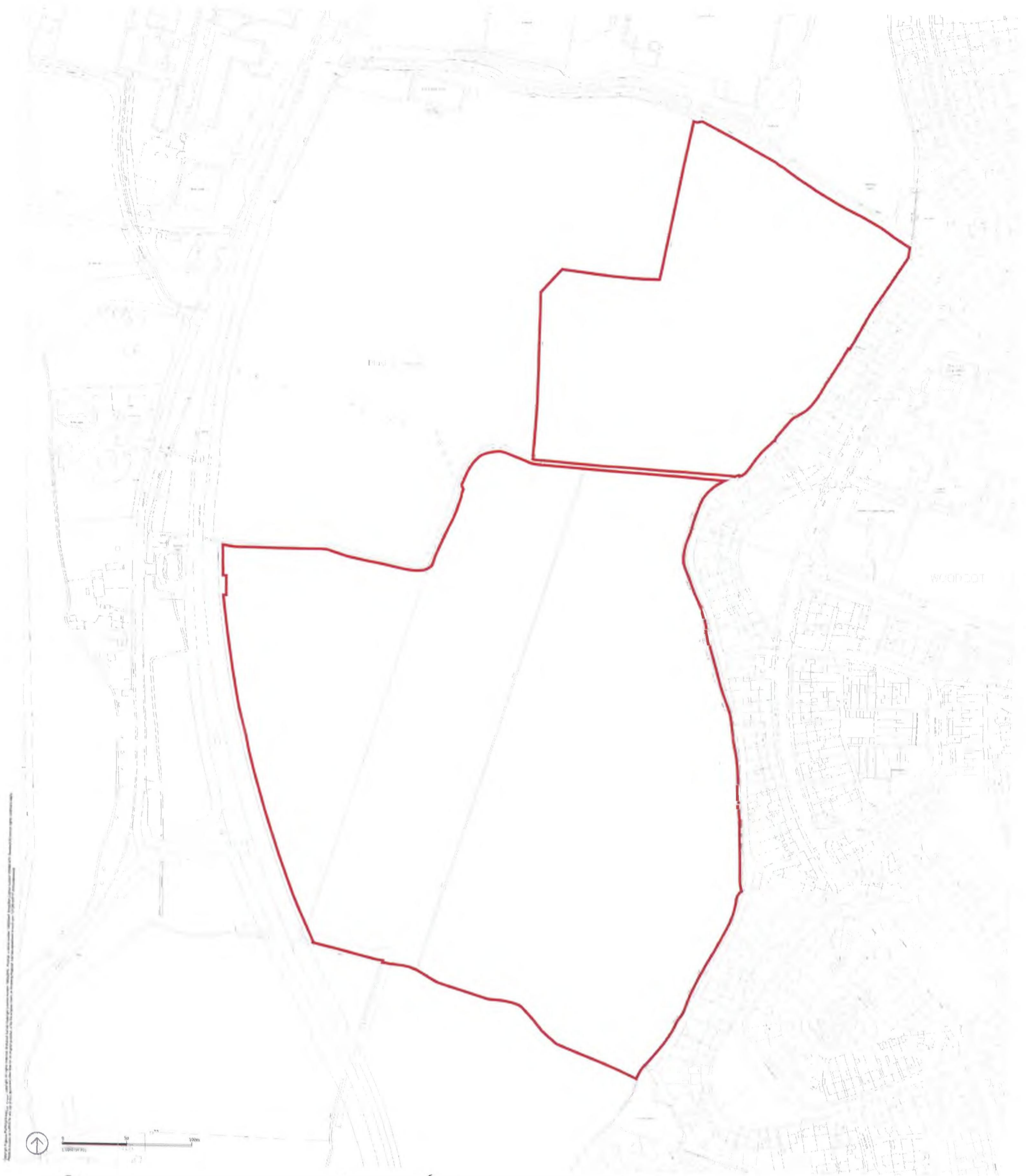
Table 1

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

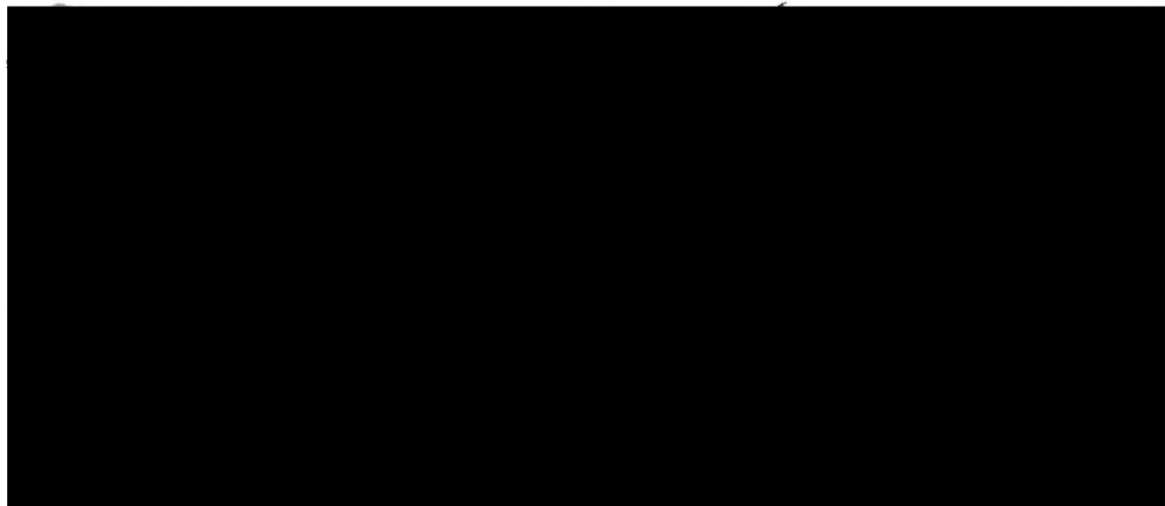
<b>Unit Size</b>	<b>Square metres per unit</b>
1 Bed	20.70
2 Bed	29.40
3 Bed	38.70
4 Bed	46.35
5+ Bed	49.80
Studio	15.00
Elderly 1bed	15.00
Elderly 2 bed	18.00



PLAN 1



KEY

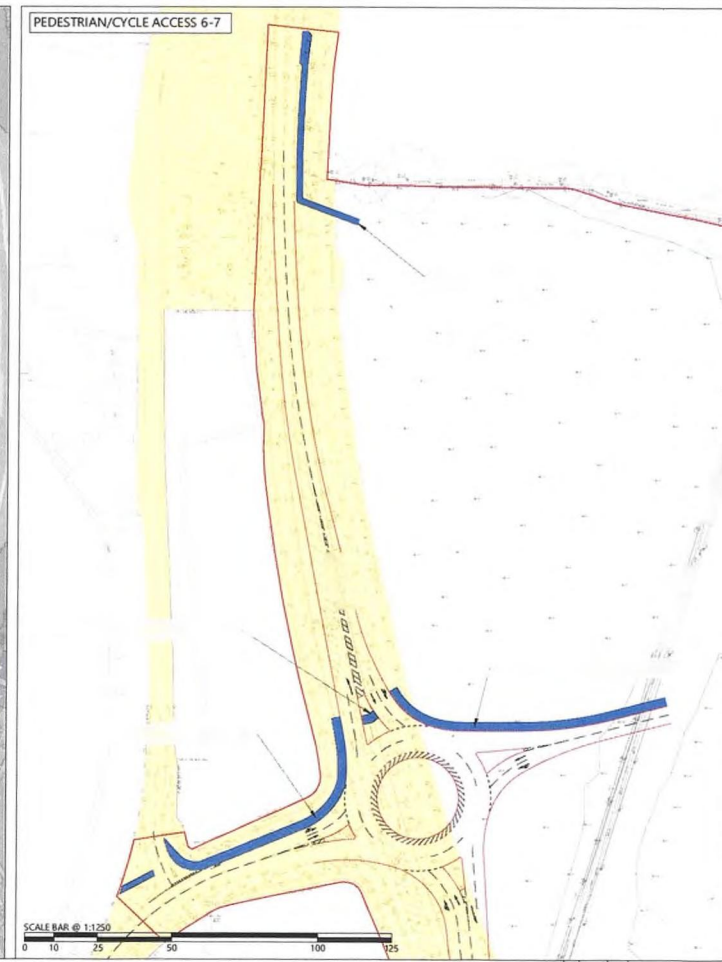
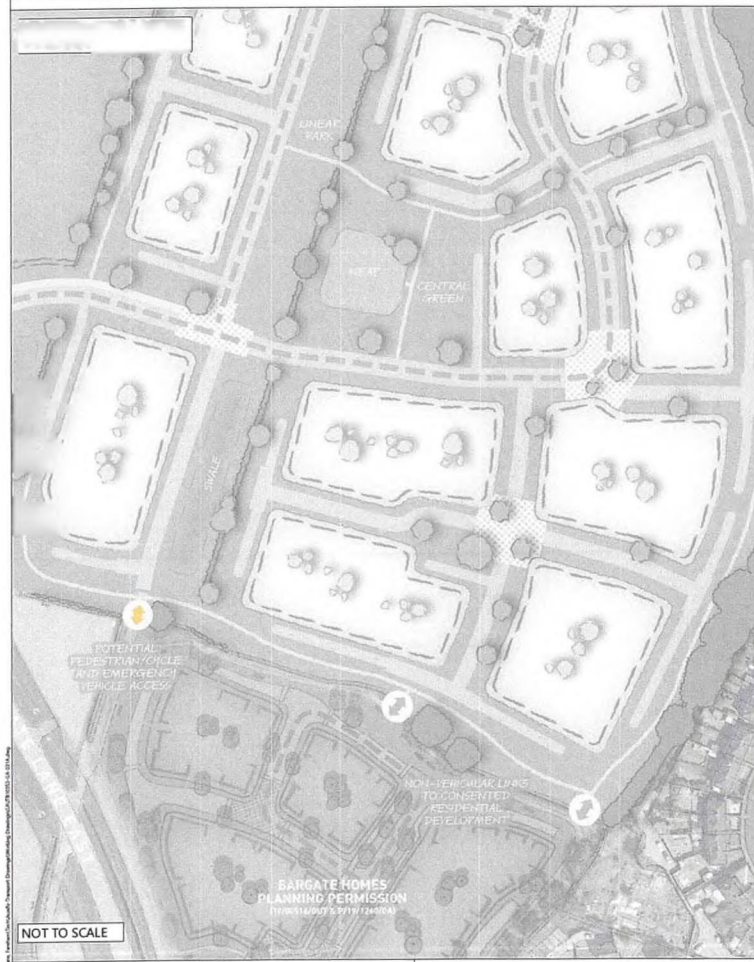
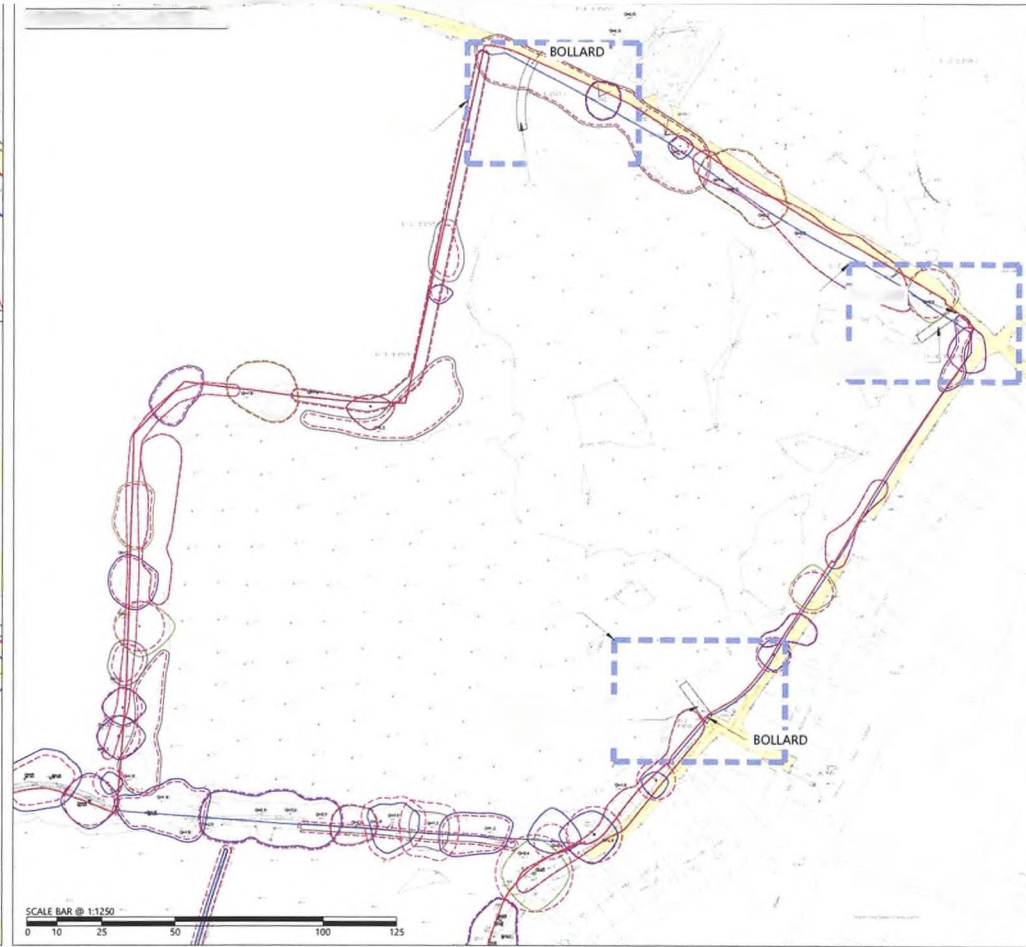
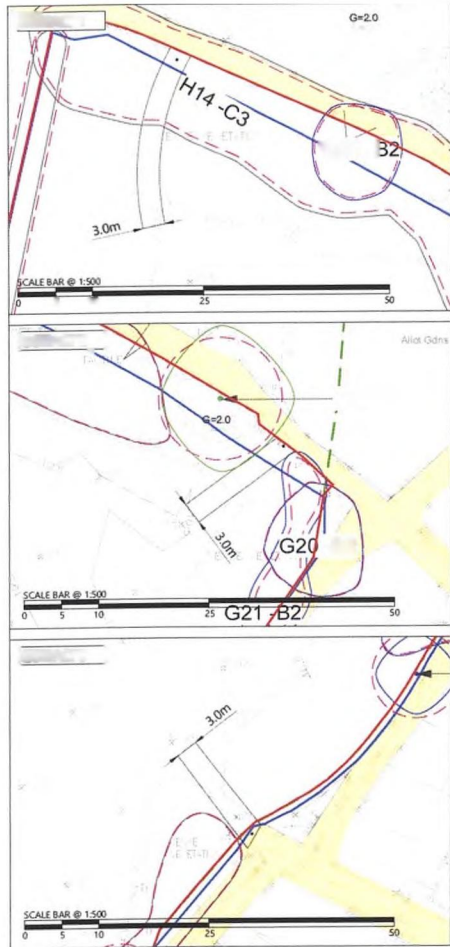


# LAND EAST OF NEWGATE LANE EAST - S106 BOUNDARY PLAN

**HIGHWAYS PLANS & DRAWINGS (as referred to in SCHEDULE ONE)**

Figure 5-1 – Detailed External Lighting Layout Brookers Lane



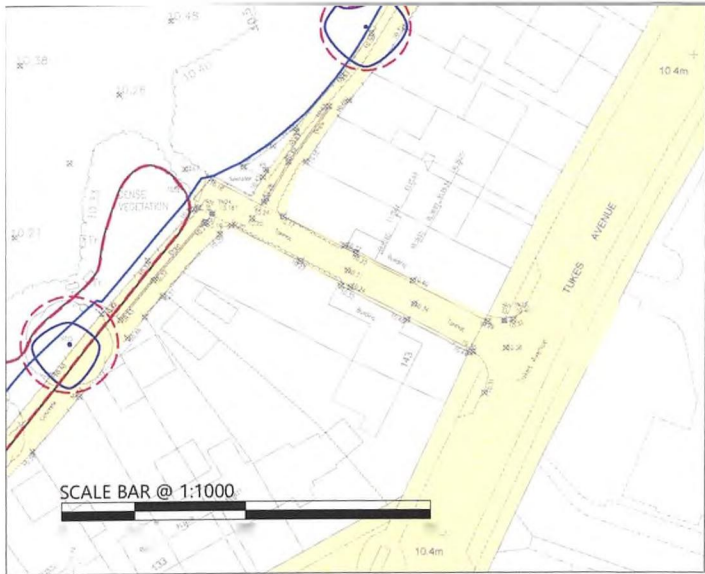


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NO.	DATE	BY	DESCRIPTION	CHK BY	PROJECT	DATE
1	02/12/20	MC	ISSUE FOR RFP	MC	1000000	02/12/20

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1000000					
DRAWING NO.	MC	SALE # 01	MC	DATE	TW
1000000					

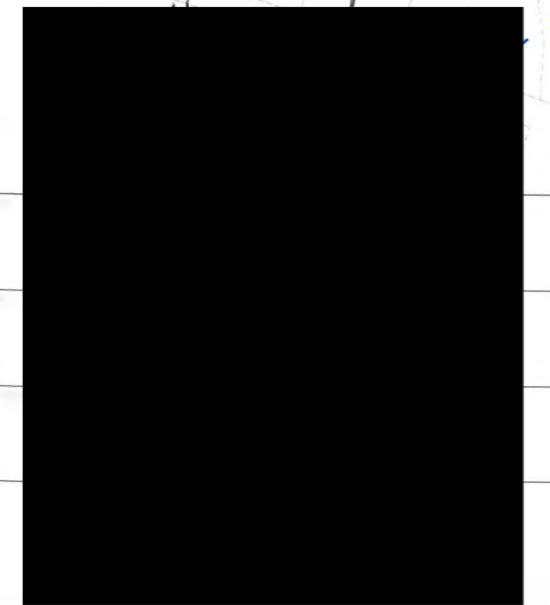
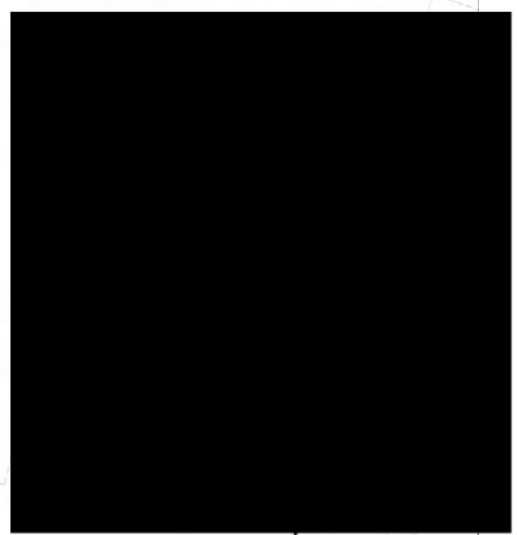


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**i-Transport**

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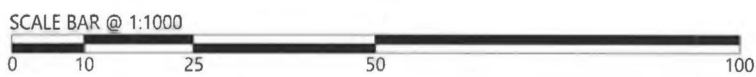
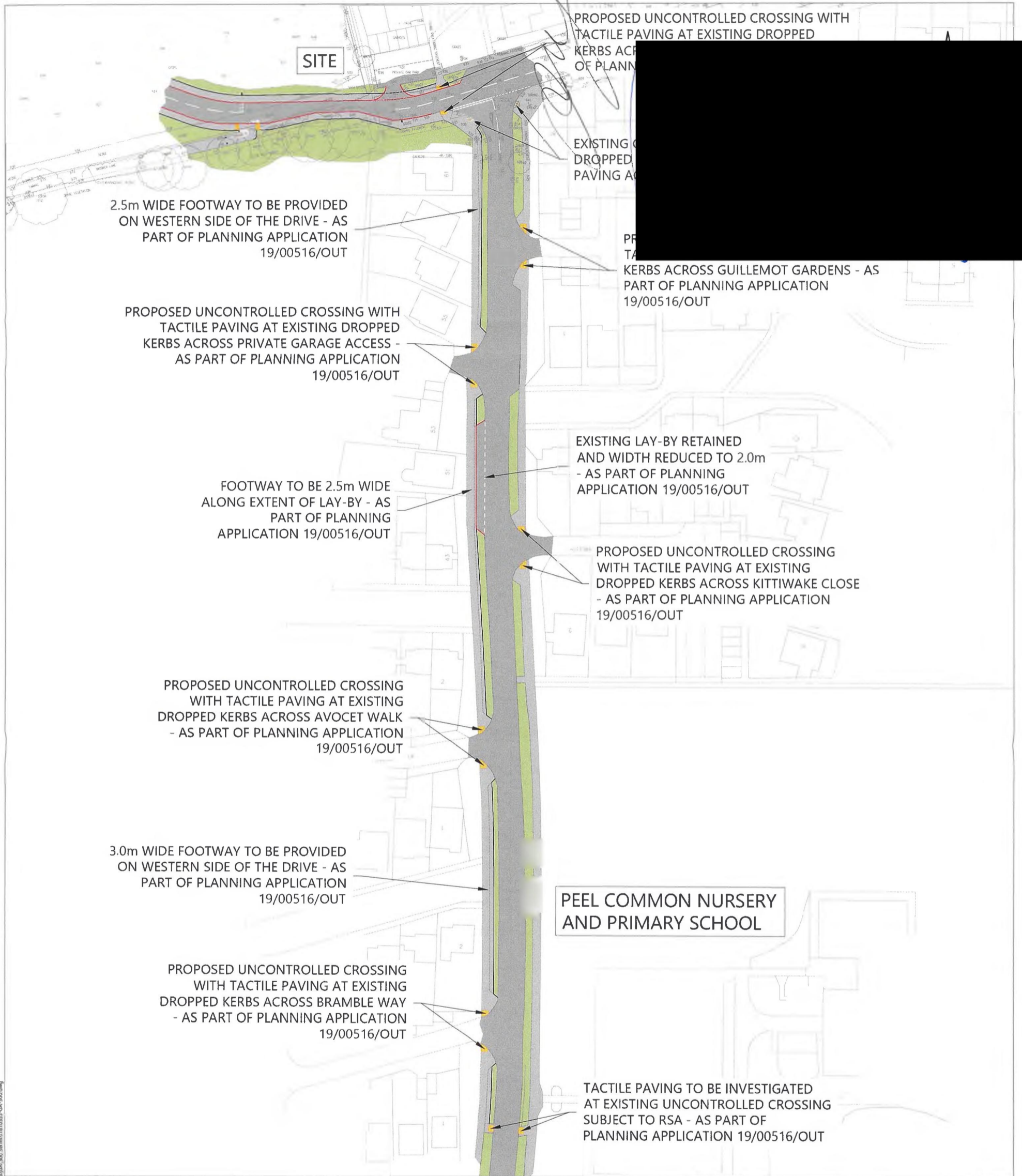


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REV	DATE	BY	DESCRIPTION	CHK	PROJCT
B	27.07.22	MC	FLARE LENGTH INCREASED ON SOUTHERN ARM FOR CAPACITY	MC	TR
D	28.08.22	MC	DESIGN UPDATED TO INCORPORATE IFC COMMENTS	MC	TR
C	28.08.22	MC	ANNO TYPING EDITS	MC	TR
F	25.09.22	MC	ARRANGEMENTS REVISED TO REMOVE PATTERN AREA	MC	TR
A	28.11.22	MC	ARRANGEMENTS REVISED TO TAKE ACCOUNT OF STAGE 1 ROAD SAFETY AUDIT	MC	TR

Drawing No: \_\_\_\_\_  
REV: E



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CLIENT:

MILLER HOMES AND BARGATE HOMES

REV	DATE	BY	DESCRIPTION	CHK	APD	
STATUS: FOR INFORMATION						
DRAWN:	MM	CHECKED:	PL	APPROVED:	TW	
PROJECT No:	ITB10353	SCALE @ A3:	1:1000	DATE:	21.01.22	
DRAWING No:	ITB10353-GA-300				REV:	-

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TITLE:

WALKING AND CYCLING ROUTE 1  
TO PEEL COMMON NURSERY AND INFANT SCHOOL

PROJECT:

LAND EAST OF NEWGATE LANE EAST

DRAWN:	MM	CHECKED:	PL	APPROVED:	TW	
PROJECT No:	ITB10353	SCALE @ A3:	1:1000	DATE:	21.01.22	
DRAWING No:	ITB10353-GA-300				REV:	-

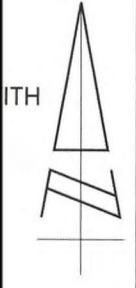










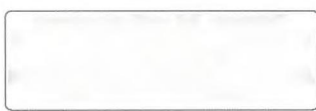
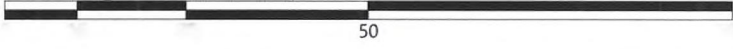


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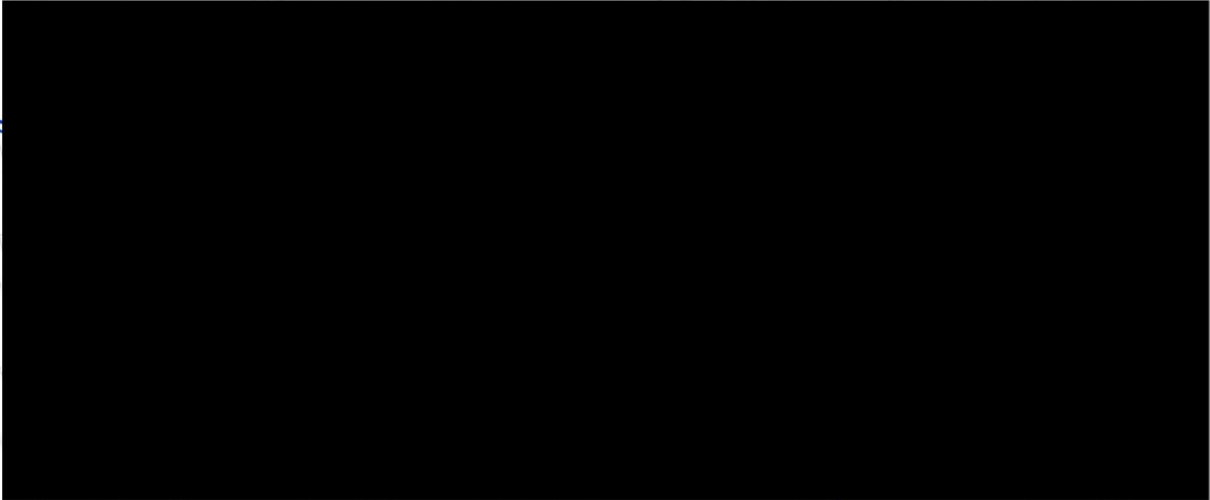
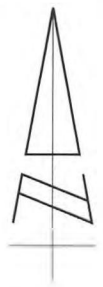
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 ACTION CUT  
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**i-Transport**



EXISTING CROSSING WITH TACTILE PAVING AND DROPPED KERBS ACROSS TANNERS LANE

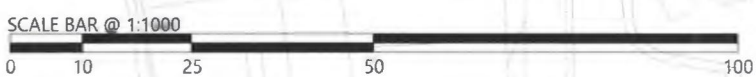
EXISTING BUS STOPS RETAINED

EXISTING CROSSING WITH TACTILE PAVING AND DROPPED KERBS ACROSS NEWGATE LANE

EXISTING CROSSING WITH TACTILE PAVING, DROPPED KERBS AND PEDESTRIAN REFUGE ACROSS NEWGATE LANE EAST

TIE INTO EXISTING FOOTWAY

PROPOSED 2.0m FOOTWAY CONNECTION TO PROVIDE ACCESS TO EXISTING BUS STOPS ON B3385 NEWGATE LANE EAST



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DRAWN: MM		CHECKED: PL		APPROVED: TW	
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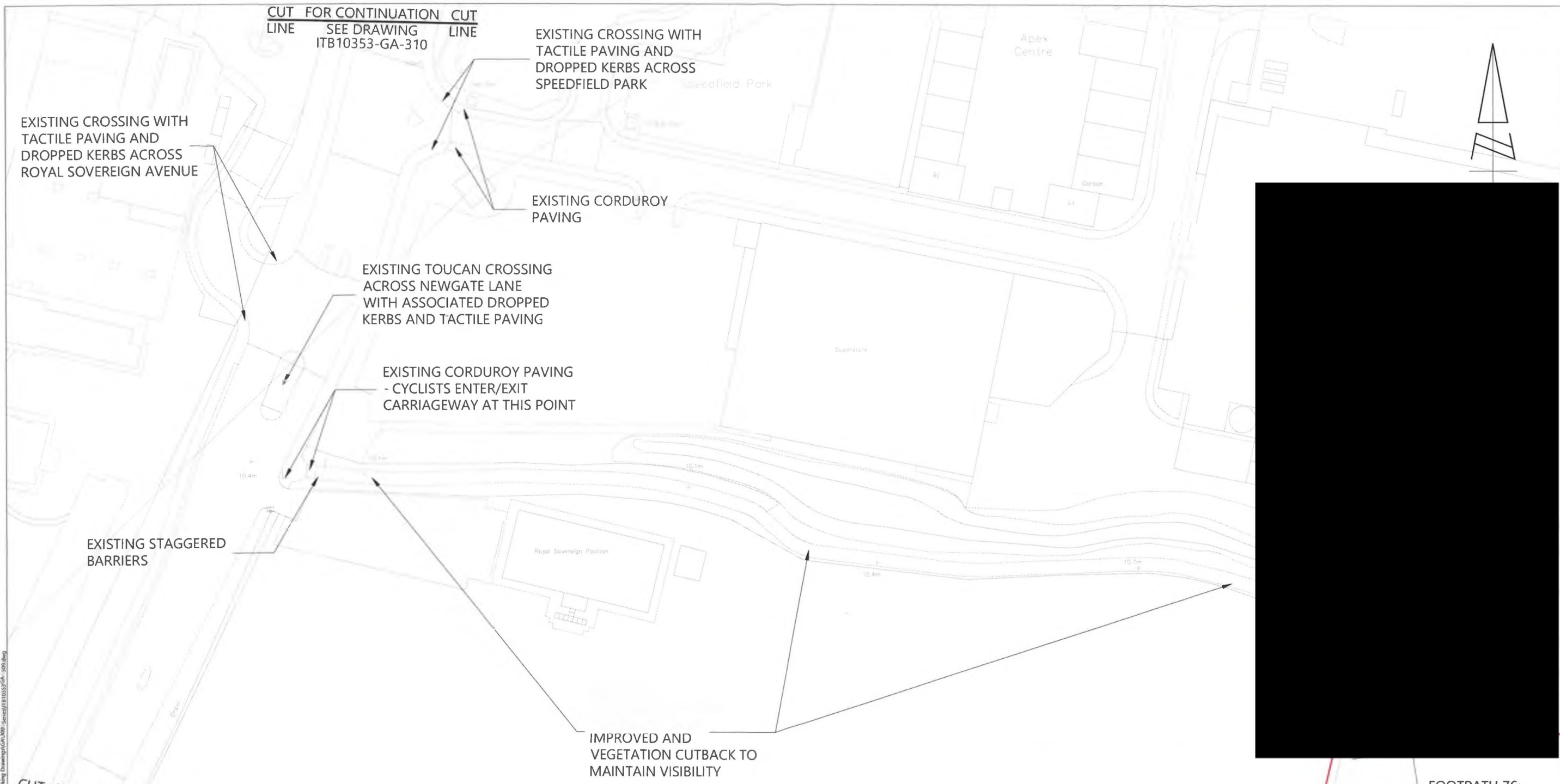
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Tel: 01256 637940

TITLE: WALKING AND CYCLING ROUTE 5  
TO SPEEDFIELDS PARK AND COLLINGWOOD RETAIL PARK  
SHEET 1 OF 3

PROJECT: LAND EAST OF NEWGATE LANE EAST





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LINE SEE DRAWING ITB10353-GA-310 LINE

EXISTING CROSSING WITH  
TACTILE PAVING AND  
DROPPED KERBS ACROSS  
ROYAL SOVEREIGN AVENUE

EXISTING CROSSING WITH  
TACTILE PAVING AND  
DROPPED KERBS ACROSS  
SPEEDFIELD PARK

EXISTING CORDUROY  
PAVING

EXISTING TOUCAN CROSSING  
ACROSS NEWGATE LANE  
WITH ASSOCIATED DROPPED  
KERBS AND TACTILE PAVING

EXISTING CORDUROY PAVING  
- CYCLISTS ENTER/EXIT  
CARRIAGEWAY AT THIS POINT

EXISTING STAGGERED  
BARRIERS

IMPROVED AND  
VEGETATION CUTBACK TO  
MAINTAIN VISIBILITY

FOOTPATH 76:  
3m WIDE  
PEDESTRIAN  
AND CYCLE  
CONNECTION

CUT FOR CONTINUATION CUT  
LINE SEE DRAWING ITB10353-GA-308 LINE

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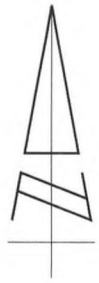
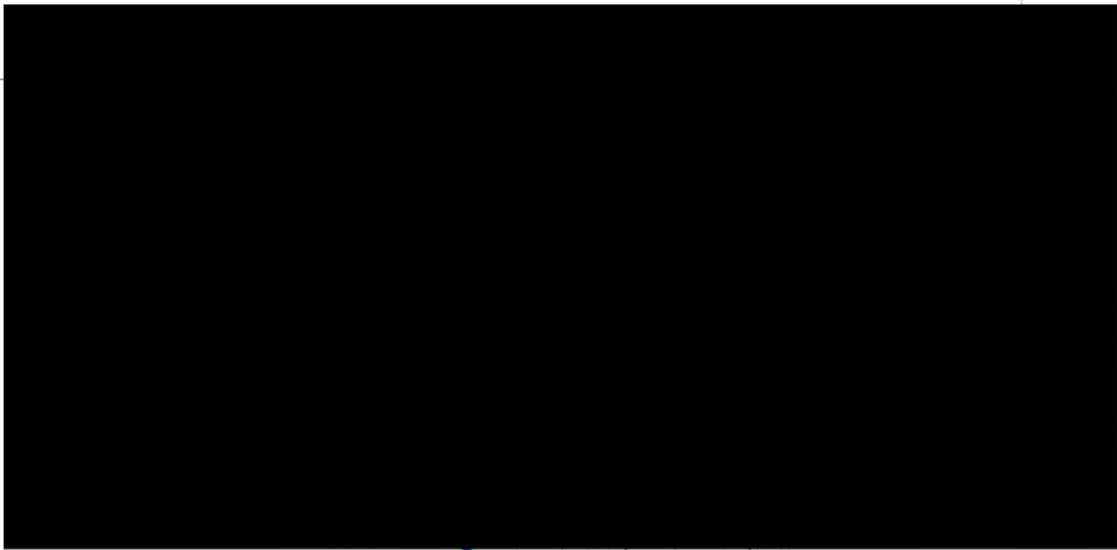
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TITLE:							WALKING AND CYCLING ROUTE 5 TO SPEEDFIELDS PARK AND COLLINGWOOD RETAIL PARK SHEET 2 OF 3	

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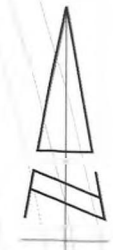
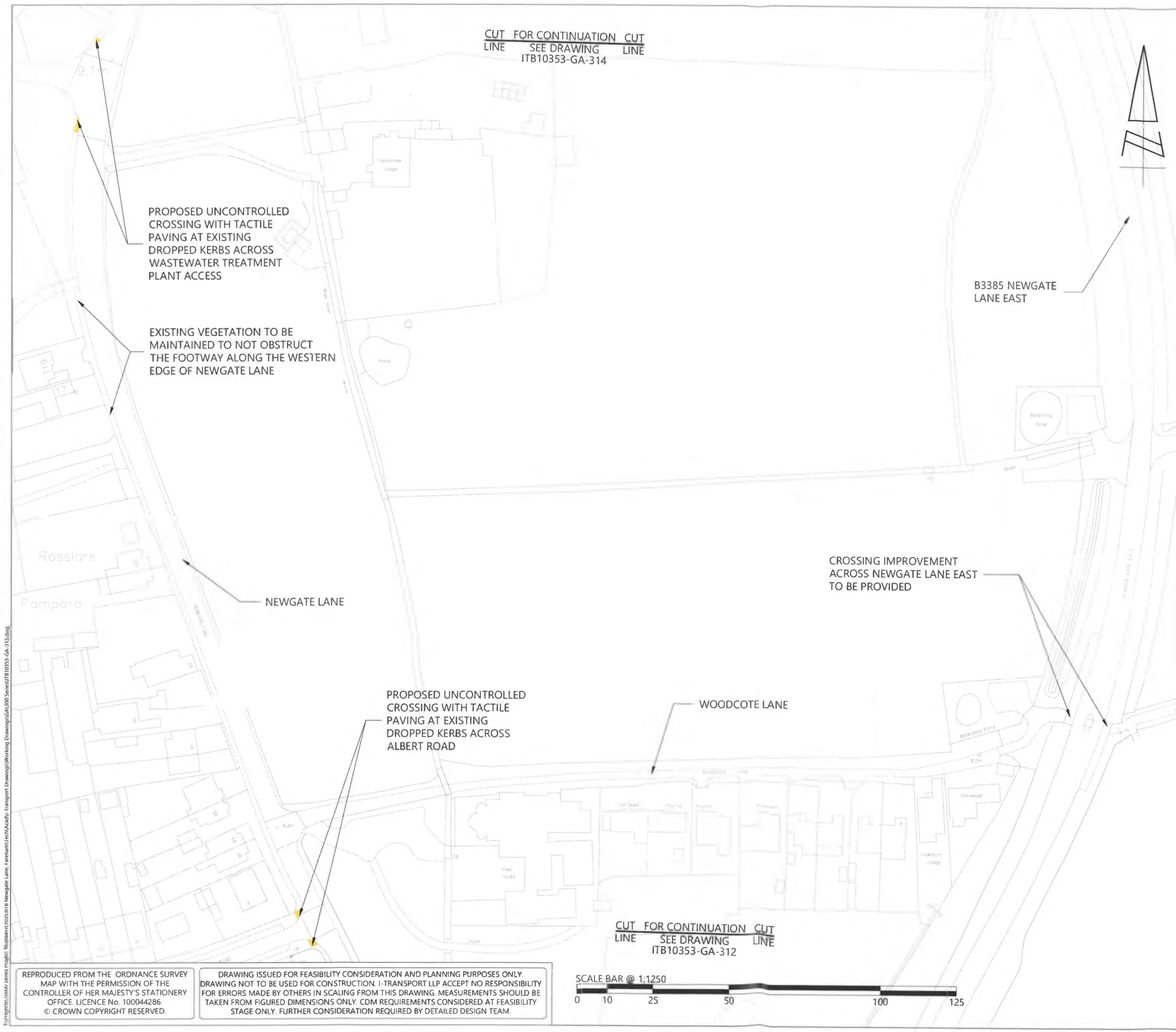
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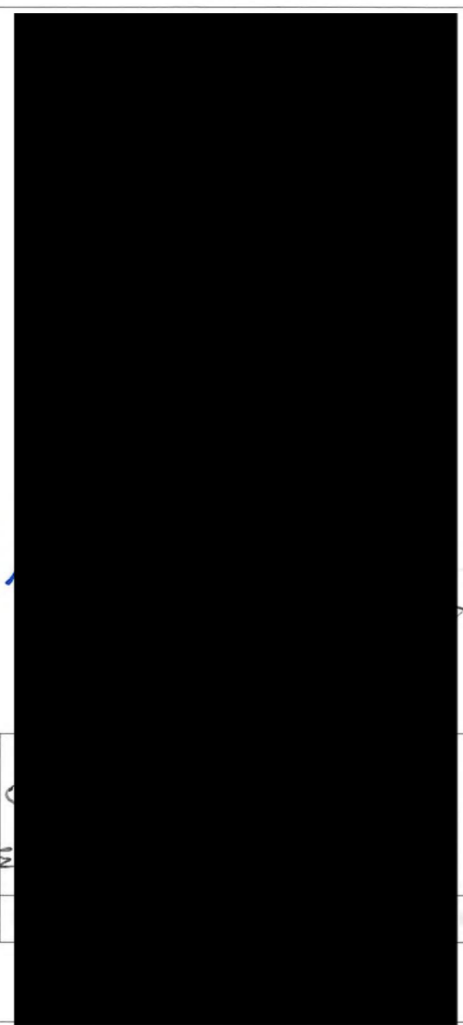




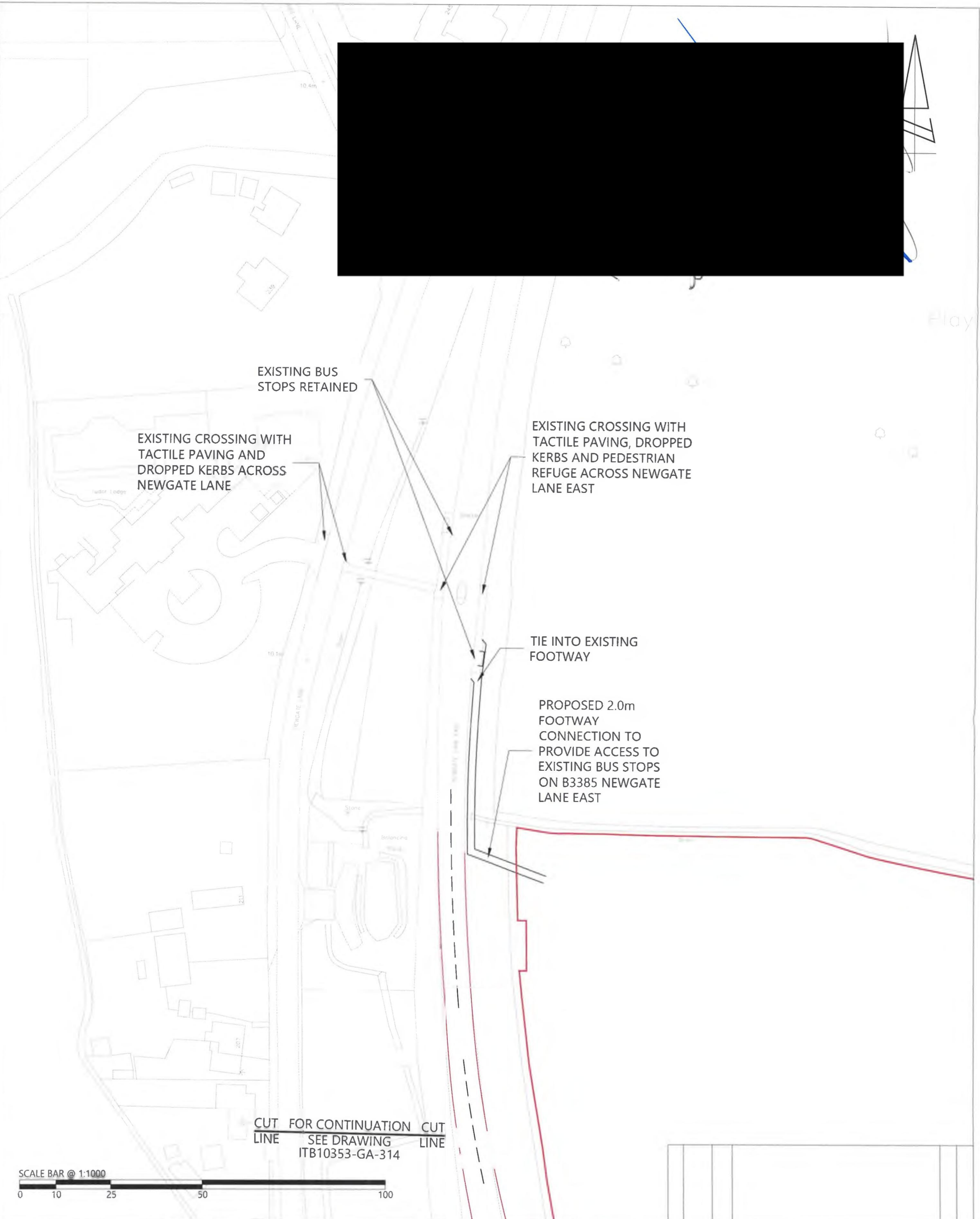


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PROJECT: LAND EAST OF NEWGATE LANE EAST			
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TITLE:  
WALKING AND CYCLING ROUTE 6  
TO SOLENT ENTERPRISE ZONE  
SHEET 5 OF 5

PROJECT:  
LAND EAST OF NEWGATE LANE EAST

**FRAMEWORK TRAVEL PLAN**





Land east of Newgate Lane East, Fareham

Framework Travel Plan

Client: Miller Homes & Bargate Homes

i-Transport Ref: TW/GT//PL/ITB16468-016b

Date: 24 January 2022

Land east of Newgate Lane East, Fareham  
Framework Travel Plan

Client: Miller Homes & Bargate Homes

i-Transport Ref: TW/GT//PL/ITB16468-016b

Date: 24 January 2022

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## Quality Management

Report No.	Comments	Date	Author	Authorised
ITB10353-016	First Draft	10/11/2021	GT/PL	-
ITB10353-016a	Client Draft	14/01/2022	GT/PL	TW
ITB10353-016b	For Planning	24/01/2022	GT/PL	TW

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## SECTION 1 Introduction

1.1.1 i-Transport LLP has been appointed by Miller Homes and Bargate Homes to provide highways and transport advice in relation to the proposed residential development on Land East of Newgate Lane East, Fareham. The planning application is for:

*'Outline application with all matters reserved except Access for residential development of up to 375 dwellings, access from Newgate Lane East, landscaping and other associated infrastructure works on land east of Newgate Lane East, Fareham, Hampshire'.*

1.1.2 As an outline application, planning permission is sought for the principle of the development as proposed, as well as consent for the proposed access arrangements. Matters of detail including the mix, scale, design, and layout of the development are for later determination under Reserved Matters submissions, should planning permission be granted.

1.1.3 The primary purpose of this Framework Travel Plan (FTP) is to identify opportunities for the effective promotion and delivery of sustainable transport initiatives e.g. walking, cycling, public transport to reduce the demand for travel by less sustainable modes.

1.1.4 This FTP is submitted to accompany the Transport Assessment (TA) (report ref: ITB10353-010) for the development proposal, which considers the wider transport implications of the proposed development and provides further detail on the accessibility of the site.

1.1.5 Miller Homes and Bargate Homes are established housebuilders who are committed to delivering high quality homes through innovative design and aim to provide developments that are both responsible and sustainable in their design and implementation. Miller Homes and Bargate Homes support sustainable travel initiatives across their sites, many of which are focused within southern Hampshire, and provide their support to the development of this Travel Plan.

## 1.2 Site Location and Context

1.2.1 The site is located to the south of Fareham, west of Bridgemary/Woodcot and east of Newgate Lane East (B3385). An extract of the site location plan (**Figure 1**) is shown in **Image 1.1**. As shown, the B3385 Newgate Lane East forms the western boundary of the site whilst the existing residential area of Bridgemary forms the eastern boundary of the site. MoD Sports pitches are present to the northwest of the site and Brookers Lane development site is located to the south.

**Image 1.1: Site Location**

Source: Google Maps

### 1.3 Requirement for a Travel Plan

- 1.3.1 The National Planning Policy Framework (NPPF) and National Planning Practice Guidance (NPPG) both require a Travel Plan to be submitted alongside proposals for developments likely to result in significant travel demand. Hampshire County Council (HCC) is the local highway authority and has issued its '*Guidance on Development Related Travel Plans*' (2009) which identifies that a travel plan is required for all developments exceeding 100 dwellings. On this basis, the Framework Travel Plan is provided.

### 1.4 Relevant Policy Context

#### National Policy

- 1.4.1 The Revised National Planning Policy Framework (NPPF) July 2021 sets the policy background for the development of Travel Plans. Paragraph 113 states that all developments that will generate significant amounts of movement should be required to provide a Travel Plan. A Travel Plan supports sustainable travel objectives including the need to reduce the use of the private car (particularly for single occupancy journeys) and measures to promote walking, cycling and public transport use as alternatives to the private car.

1.4.2 One of the key transport tests set out at Paragraph 110 relates to the promotion of sustainable transport modes, appropriate to the location and nature of the proposal. Travel Plans remain a key tool in ensuring sustainable development through the promotion in the uptake of sustainable modes.

1.4.3 The web-based National Planning Practice Guidance (NPPG) provides a clear link between guidance and the aims and objectives of the NPPF. The NPPG sets out the importance and requirements for Travel Plans and states:

***“The primary purpose of a Travel Plan is to identify opportunities for the effective promotion and delivery of sustainable transport initiatives e.g. walking, cycling, public transport and tele-commuting, in connection with both proposed and existing developments and through this to thereby reduce the demand for travel by less sustainable modes.”***

1.4.4 Paragraph 003 sets out the key roles of Travel Plans in the development process:

***“Travel Plans are long-term management strategies for integrating proposals for sustainable travel into the planning process. They are based on evidence of the anticipated transport impacts of development and set measures to promote and encourage sustainable travel (such as promoting walking and cycling)”***

***“Travel Plans should where possible, be considered in parallel to development proposals and readily integrated into the design and occupation of the new site rather than retrofitted after occupation.”***

### Local Policy

#### Hampshire County Council’s Local Transport Plan (2011-2031)

1.4.5 The Hampshire Local Transport Plan sets out a 20-year vision for the Hampshire transport network. Part of HCC’s strategy to achieve its transport vision is to ensure:

***“All developments which generate significant amounts of movement should be required to provide a Travel Plan.” (p38)***

#### Hampshire County Council’s Local Transport Plan 4 (Emerging)

1.4.6 HCC is in the process of preparing a new LTP which will provide its policies to 2050. The emerging proposals for LT4 have identified the following vision, which is supported by a set of key transport outcomes:

***“A carbon neutral and resilient transport system designed around people, which: supports health, wellbeing and quality of life for all; connects thriving places; and respects Hampshire’s unique environment.”***

1.4.7 This vision and outcomes are to be met by two 'Guiding Principles':

- Guiding Principle One – Significantly reduce the dependency on the private car
- Guiding Principle Two – Create a high quality transport system

1.4.8 Travel Plans play a key role in both decarbonising the transport system and reducing car based travel. Whilst the detail of the LTP4 strategy and policies is yet to be formed, it is expected that Travel Plans will remain an important component of the strategy.

### Hampshire County Council's Guide to Development Related Travel Plans

1.4.9 The Hampshire Guide to Development Related Travel Plans was published in January 2009 and provides HCC's advice on how travel plans should be developed. The key objectives, as set in paragraph 2.2 are:

*"to ensure that appropriate locations are chosen for development, minimising additional demand for (car) travel and securing appropriate measures to maximise the opportunities for travel by other means..."*

*and*

*"Each travel plan will have its own specific objectives related to the local area, for example to support local bus services, improve road safety, reduce localised congestion, improve efficiency of fleet operation or improve recruitment and retention of staff."*

1.4.10 The Guidance also provides advice on the content, scope, and structure of travel plans. The Guidance has been used to develop this FTP.

### Fareham Local Plan Part One (2011): Core Strategy

1.4.11 The FBC Local Plan describes the vision, objectives and overall development strategy for the Borough up to 2026 and also sets out measures to achieve a sustainable integrated transport system. FBC describes the conditions which must be adhered to when new development proposals are put in place, noting that the council will permit developments which:

- *"contributes towards and/or provides necessary and appropriate transport infrastructure including reduce and manage measures and traffic management measures in a timely way";*
- *"does not adversely affect the safety and operation of the strategic and local road network, public transport operations or pedestrian and cycle routes";*
- *"is designed and implemented to prioritise and encourage safe and reliable journeys by walking, cycling and public transport."*



1.4.12 FBC identify three underlying principles that underpin the transport strategy:

- **Reduce:** *"Wherever practicable and relevant reduce the need to travel and reduce journey lengths; such as locating development sites where they are accessible by means other than the car so that people have choices about how they travel and improving public transport";*
- **Manage:** *"To make the best use of existing infrastructure across all modes and introduce measures to influence travel choices; such as co-ordination of traffic control systems and the reallocation of road space in favour of buses and high occupancy vehicles (HOVs)";*
- **Invest:** *"To provide additional infrastructure in the most cost-effective and environmentally sustainable way; such measures include identifying schemes which have a realistic prospect of being funded through government or other funding mechanisms."*

1.4.13 At Policy CS5 (Transport Strategy and Infrastructure) FBC confirm the conditions under which it will permit development. It requires that development proposals:

- *Contributes towards and/or provides necessary and appropriate transport infrastructure including reduce and manage measures and traffic management measures in a timely way*
- *does not adversely affect the safety and operation of the strategic and local road network, public transport operations or pedestrian and cycle routes*
- *Is designed and implemented to prioritise and encourage safe and reliable journeys by walking, cycling and public transport*

#### **Providing Journeys on Foot**

1.4.14 Paragraph 4.4.1 of the Manual for Streets identifies that:

*"Walkable neighbourhoods are typically characterised by having a range of facilities within 10 minutes' (up to about 800 m) walking distance of residential areas" and "this is not an upper limit and PPG13 states that walking offers the greatest potential to replace short car trips, particularly those under 2km."*

1.4.15 In the Chartered Institution of Highways and Transportation (CIHT) guidance 'Planning for Walking' (2015), it states:

*"Across Britain, approximately 80% of journeys shorter than 1 mile are made wholly on foot – something that has changed little in 30 years. The main reason for the decline in walking is the fall in the total number of journeys shorter than 1 mile, which has halved in thirty years. It is not that people are less likely to make short journeys on foot but rather that fewer of the journeys they make can be accomplished on foot. If destinations are within walking distance, people are more likely to walk if walking is safe and comfortable and the environment it attractive."*

1.4.16 Therefore, providing a development within one mile (1.6km) of facilities and services will provide the greatest opportunity for trips to be made by walking.

## 1.5 Scope of Framework Travel Plan

1.5.1 This Travel Plan has been prepared as a Framework Travel Plan (FTP). This FTP will be used by the developer of the site as a basis to develop a full and detailed Travel Plan (TP) once the scheme becomes occupied, drawing in data and input from residents of the site.

1.5.2 This FTP has been developed at the request of HCC and having regard to HCC's Guide to Development Related Travel Plans guidance document (January 2009) and presents a comprehensive strategy to encourage sustainable travel at the development and in the wider area. It should be read with the Transport Assessment for the site (i-Transport report reference: ITB10353-010).

## 1.6 Structure of Framework Travel Plan

1.6.1 The remainder of this FTP is structured as follows:

- Section 2 - describes the principal objectives and benefits of the Travel Plan;
- Section 3 - considers the existing accessibility of the site by walking, cycling and public transport alongside the existing travel characteristics in the area;
- Section 4 - sets out the interim targets for the Travel Plan;
- Section 5 - sets out the scheme proposals and infrastructure measures that will be provided to encourage non-car mode travel to the site and to manage travel demand;
- Section 6 - sets out the 'soft' measures that will be provided to encourage sustainable travel to the site and to manage travel demand;
- Section 7 - provides a strategy for the implementation and management of the travel plan;
- Section 8 - outlines how the Travel Plan will be monitored to ensure that it is achieving the targets set out in Section 4; and
- Section 9 - provides a summary of this Travel Plan report.

---

## **SECTION 2 Principles, Objectives and Benefits**

### **2.1 Principles and Objectives**

2.1.1 This Travel Plan sets out a sustainable transport strategy for the proposed development. In line with national and local guidance, the headline aims for the plan are:

- To reduce the number of single occupancy car journeys to the site; and
- To improve accessibility to the site by non-car modes of transport.

2.1.2 The plan includes the following additional objectives:

- To support a range of sustainable transport alternatives to provide the future residents and visitors with a genuine choice of travel options for travel to/from the site;
- To develop an awareness of the options for sustainable travel to and from the site amongst residents and visitors;
- To promote car sharing, walking, cycling and public transport as safe, efficient, affordable alternatives to private cars and highlight the health and environmental benefits of using sustainable travel modes; and
- To minimise the impacts of car-based travel to the site on the local and strategic highway network and environment.

### **2.2 Benefits of a Travel Plan**

2.2.1 The development of a Travel Plan has numerous benefits for future residents and visitors to the site, as well as the local community and surrounding environment:

- Improved health and fitness through increased levels of walking and cycling;
- Increased travel flexibility offered through wider travel choices;
- The social aspects of sharing transport with others; and
- A better environment within the site and its immediate environs as vehicular movements are minimised and parking pressures are reduced.

## **SECTION 3 Existing Conditions and Travel Patterns**

3.1.1 This section of the Travel Plan sets out the existing local travel patterns and describes the accessibility of the site by walking, cycling and public transport. Sections 3 and 5 of the Transport Assessment provide further and more detailed assessment.

### **3.2 Walking and Cycling**

3.2.1 The following sections review the existing walking and cycling infrastructure in the area. This summarises the findings of a detailed Walking, Cycling and Horse-riding Assessment Report (WCHAR) that has been undertaken and which provides detailed assessment of the routes available in the surrounding area between the site and key destinations such as retail, schools and employment. The full WCHAR is provided at Appendix D of the TA.

#### **Overall Connectivity**

3.2.2 Overall, the local area provides a comprehensive network of pedestrian routes, connecting the site in all directions towards the key services and facilities that residents will need to access on a daily basis. These comprise established footway networks adjacent to local roads as well as a variety of dedicated public rights of way and footpaths.

3.2.3 The site is also well located to a well-established cycle network, providing a combination of designated signed on and off road routes between the site and key destinations including Fareham, Gosport and Stubbington. The Fareham Cycle Map is provided at **Appendix A**.

#### **Walking Opportunities**

3.2.4 The site is located on the western boundary of the existing residential area of Bridgemary. The site fronts to and connects to movement opportunities in all directions leading from the site. Section 5 provides detail on the access strategy to demonstrate how these opportunities are taken up by the proposals:

- **Fareham to the north**

Immediately north of the site is the Speedfields Retail Park, the Collingwood Retail Park, HMS Collingwood, the Davis Way Commercial Park and onwards to central Fareham.

On the northern frontage to the site is a dedicated footway / cycleway connecting Tukes Avenue and Newgate Lane, beyond which are interconnecting footways and cycle routes. The path forms a Public Right of Way with segregated cycling and walking. At the western end where the PROW connects to Newgate Lane there are connecting off-road footway / cycleways and a controlled crossing.

- **Bridgemary to the East**

Bridgemary is a well-established residential area which benefits from an extensive footway network on local streets, generally on both sides of the carriageway particularly on Tukes Avenue, Kent Road, Brookers Lane, and Wych Lane. Connections to Bridgemary offer access to local services and facilities (including the Woodcot Primary School, Bridgemary School, Tukes Avenue Local Shops, bus stops on Tukes Avenue, the Eclipse BRT and Cycle route (part of NCN 224).

Designated cycle lanes are provided along the A32 Fareham Road on both sides of the carriageway which extend circa 670m north of Wych Lane. To the south of Wych Lane, designated cycle lanes are provided on both sides of the A32 Fareham Road which extend circa 3.0 km south to the A32 Fareham Road / Brockhurst Road roundabout.

- **Newgate Lane to the West**

Newgate Lane to the west of the site form part of a signed cycle connection between Peel Common and Palmerston Drive (connecting to the NCN 224), providing an important movement corridor between Fareham, Stubbington and Solent EZ.

South of the site is Brookers Lane which connect to Woodcot Lane and forms a dedicated footway cycleway connecting between Bridgemary in the east and Newgate Lane to the west. A crossing is provided across Newgate Lane East which offers access to Newgate Lane, for onward connection to the dedicated and signed footways and cycleways north (towards Fareham) and south to Stubbington and the Solent EZ.

3.2.5 As part of the consented development at Brookers Lane, a package of walking and cycling improvements was developed comprising:

- Financial contributions towards delivering improved pedestrian facilities at Tukes Avenue, Wych Lane and Brookers Lane.
- Contributions to the improvement of the Newgate Lane East / Brookers Lane crossing.

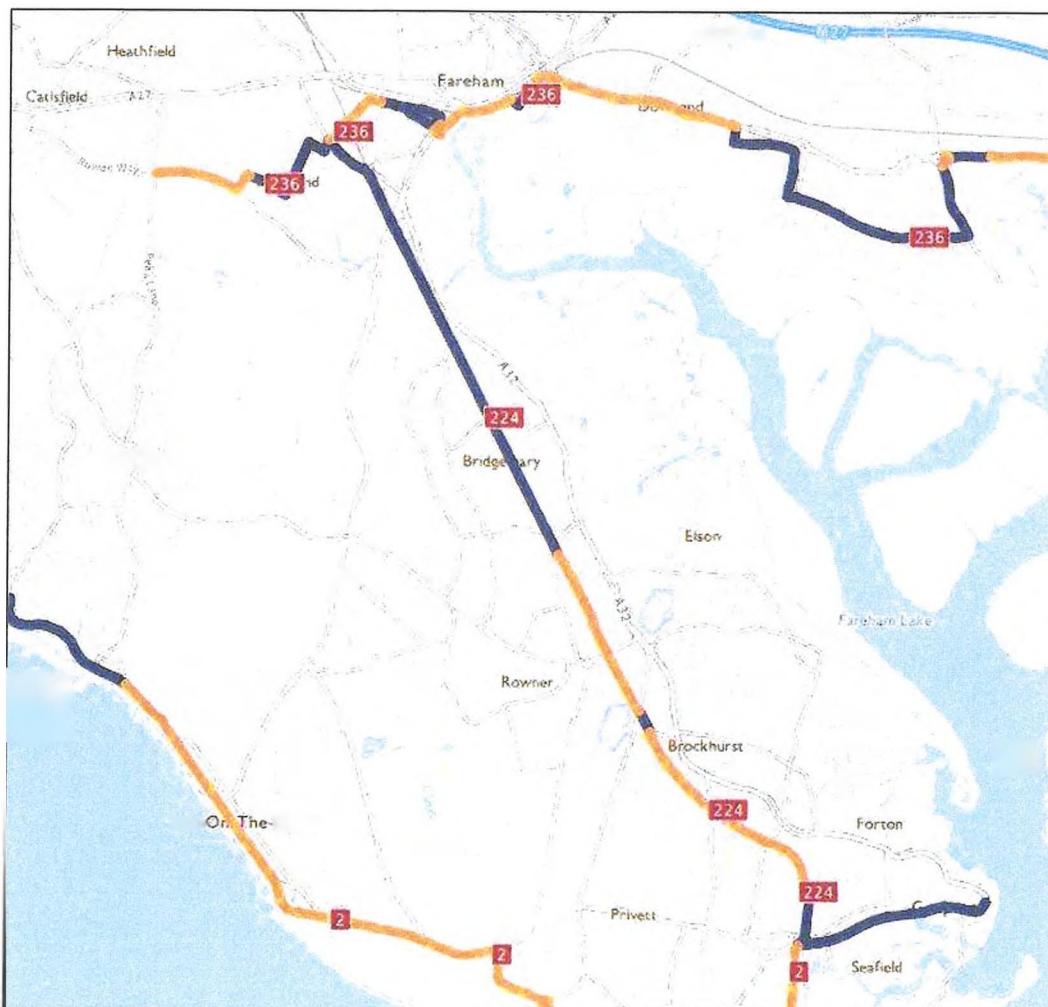
- Delivery of a 2.5m wide shared pedestrian cycleway on the western side of The Drive between Brookers Lane and the Peel Common Schools along with providing enhancements to the existing footway provision on the eastern side of the carriageway.

### Cycling Facilities

- 3.2.6 From Wych Lane, the signed cycle route continues along both the Eclipse (BRT) busway and along the A32, beyond which Fareham Town Centre and Fareham Railway Station can be reached by routing along Salterns Lane and Redlands Lane respectively, the former is a published 'cycle link' as shown on the Fareham Cycle Map (**Appendix A**).
- 3.2.7 To the south of the Brookers Lane development site, Brookers Lane forms a shared pedestrian / cycle way towards Newgate Lane East. A dropped kerb crossing with tactile paving and a pedestrian refuge island is provided across Newgate Lane East to provide a safe crossing location for both pedestrians and cyclists towards the bus stop located on the western side of the carriageway and the shared pedestrian cycleway on Woodcote Lane. Whilst a safe crossing location exists on Newgate Lane East, HCC has been collecting financial contributions towards its upgrading to a Toucan Crossing.
- 3.2.8 The Drive is located to the south of Brookers Lane and provides a route towards the Peel Common Schools and the B3334 Rowner Road. Whilst there are no dedicated cycling facilities along this section of the carriageway, the slow speed traffic environment will encourage on-carriageway cycling. Bargate Homes have agreed with HCC to deliver a 2.5m wide shared pedestrian cycleway on the western side of the carriageway between Brookers Lane and the Peel Common Schools along with providing enhancements to the existing footway provision on the eastern side of the carriageway.
- 3.2.9 To the east of The Drive, Rowner Road provides a shared pedestrian / cycleway on the northern side of the carriageway which routes east towards Rowner. To the west of The Drive, a shared pedestrian cycle way routes west towards Peel Common Roundabout with Toucan crossings provided on all arms. To the west of the Peel Common Roundabout, a shared pedestrian / cycleway is provided on the southern side of the B3334 Gosport Road which extends into Stubbington.
- 3.2.10 National Cycle Network (NCN) Route 224 is located to the east of the site and routes north to south through Bridgemarky. NCN 224 provides a mix of trafficked and traffic free routes through

Bridgemark towards Gosport to the south-east via NCN Route 2 and Fareham to the north via NCN route 236. An extract of the National Cycle Network Map is shown in **Image 3.1**.

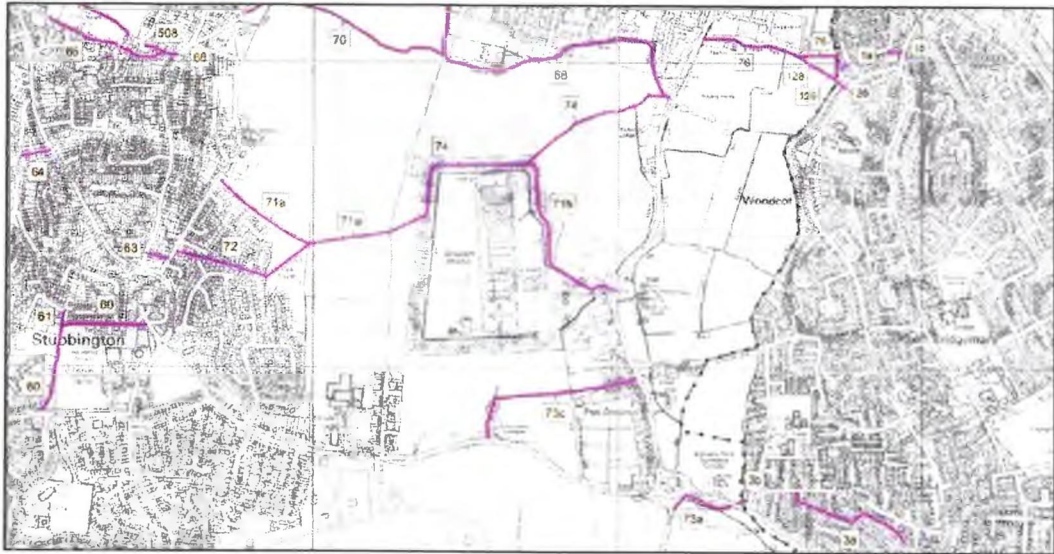
**Image 3.1: National Cycle Network Map Extract**



Source: ordnancesurvey.co.uk

### **Public Rights of Way**

3.2.11 There is a network of PROW located within the vicinity of the site and an extract of the PROW Map for Hampshire is provided in **Image 3.2**.

**Image 3.2: Hampshire PROW Map**

Source: Hampshire County Council

- 3.2.12 Along the northern boundary of the site, a short network of footpaths (1a, 76, 128 and 129) provides a route between Tukes Avenue to the east and Newgate Lane to the west.
- 3.2.13 To the west of Newgate Lane, footpaths 68 and 74 can be accessed which route west towards Stubbington via footpaths 70 and 71a. Also, to the west of the site, Footpath 73c can be accessed via Woodcote Lane which provides an alternative access to Gosport Road which routes east to west towards Stubbington. Footpath 71b can be accessed via Newgate Lane which offers another route towards Stubbington via Footpaths 74, 71a and 72.
- 3.2.14 Brookers Lane has also recently been improved as part of the realigned Newgate Lane South scheme and now provides a 3m wide footway / cycleway along the southern boundary of the site, across Newgate Lane where it connects to Woodcote Lane as shown on **Image 3.2**. Woodcote Lane connects to the 'old Newgate Lane' and provides a cycle route to the north to Fareham and to the south to the Daedalus Enterprise Zone and Stubbington.

### 3.3 Public Transport

- 3.3.1 The closest bus stops to the site are situated on Tukes Avenue circa 350m east of the site. Further bus stops are located on Newgate Lane East (365m west of the site) and Henry Cort Way (900m north-east of the site) providing access to the Eclipse BRT. All of these are sheltered bus stops and provides timetable information.



3.3.2 The bus routes accessed from Henry Cort Way are the E1/E2 Eclipse BRT service and 9/9A. The BRT provides over 10 buses an hour from these stops. The bus routes 9/9A can also be accessed from bus stops on Tukes Avenue. Bus stops on Newgate Lane East provides access to bus route 21. **Table 3.1** summaries route and service frequency of all these services.

**Table 3.1: Bus Route and Frequencies**

Stop	Service	Route	Service Frequency (Each direction)		
			Mon-Fri	Saturdays	Sundays
Tukes Avenue	9 / 9A	Gosport – Privett – Rowner – Bridgemary - Fareham	2 services per hour First / Last Service: 06:08 / 19:28	2 services per hour First / Last Service: 06:59 / 19:00	2 services per hour First / Last Service: 07:48 / 19:00
Newgate Lane East	21	Fareham – Hill Head	One service every 2 hours First / Last Service: 08:24 / 17:42	One service every 2 hours First / Last Service: 08:55 / 15:38	--
Henry Cort Way	BRT E1 / E2	Fareham – Gosport	5 services per hour First / Last Service: 05:41 / 23:06	5 services per hour First / Last Service: 05:57 / 23:06	5 services per hour First / Last Service: 06:14 / 23:06

Source: bustimes.org

3.3.3 Fareham rail station is located around 3.2km north from the site and is accessible via bus routes 9, 21 and the BRT. The station is accessible via bus routes 9, 21 and the BRT and by cycle. has 266 cycle storage spaces and 154 car parking spaces with 5 accessible spaces. Taxi rank is available outside station entrance/exit.

3.3.4 **Table 3.2** summarises the details of some key rail journeys which are likely to be made by the future residents.

**Table 3.2: Key Rail Destinations – Fareham Rail Station**

Destination	Typical Weekday Frequency		Average Journey Duration
	Peak	Off Peak	
Portsmouth and Southsea	3-4 services per hour	3 services per hour	24 minutes
Portsmouth Harbour	3 services per hour	2 services per hour	28 minutes
Southampton Central	4 services per hour	4 services per hour	29 minutes
London Waterloo	4 services per hour*	3 services per hour*	1 hour 46 minutes

Source: National Rail

\*More services available which require 1 change

### 3.4 Travel by Non-Car Modes

3.4.1 In order to consider the potential for trips to be made by walking, cycling and public transport, consideration is given to the distances people are likely to travel.

#### Walking Distances

3.4.2 The National Travel Survey (2019) identifies the vast majority (80%) of trips are undertaken on foot for journeys up to one mile, whilst walking accounts for some 31% of all trips between 1 and under 2 miles (circa 1.6km – 3.2km). Walking trips fall away beyond 2 miles, with journeys of between 2 and 4 miles equating to approximately 4% of all trips.

3.4.3 The one-mile (1.6km) distance is reflected in the Chartered Institution of Highways and Transportation (CIHT) guidance 'Planning for Walking' (2015) which states:

***"Across Britain, approximately 80% of journeys shorter than 1 mile are made wholly on foot – something that has changed little in 30 years. The main reason for the decline in walking is the fall in the total number of journeys shorter than 1 mile, which has halved in thirty years. It is not that people are less likely to make short journeys on foot but rather that fewer of the journeys they make can be accomplished on foot. If destinations are within walking distance, people are more likely to walk if walking is safe and comfortable and the environment is attractive."***

3.4.4 Therefore, facilities and services within one mile (1.6km) will provide the greatest opportunity for trips to be made by walking.

3.4.5 Against this background, the following walking distances are identified:

- 800m – A comfortable walking distance
- 1,600m - a distance where most people (circa 80%) will walk;
- 2,000m – a distance which offers “the greatest potential to replace short car trips”
- 3,200m – i.e. the distance within which a significant proportion (circa one-third) of journeys will be on foot.

**Cycling Distances**

3.4.6 The Department for Transport’s Cycling and Walking Investment Strategy (2017) states at paragraph 1.16 that:

*“... there is significant potential for change in travel behaviour. Two out of every three personal trips are within five miles - an achievable distance to cycle for most people, with many shorter journeys also suitable for walking. For school children, the opportunities are even greater. Three quarters of children live within a 15-minute cycle ride of a secondary school, while more than 90% live within a 15-minute walk or bus journey from a primary school.”*

3.4.7 The DfT’s Gear Change A bold vision for cycling and walking states (page 11) that:

*In particular, there are many shorter journeys that could be shifted from cars, to walking, or cycling. We want to see a future where half of all journeys in towns and cities are cycled or walked. 58% of car journeys in 2018 were under 5 miles. And in urban areas, more than 40% of journeys were under 2 miles in 2017–2018. For many people, these journeys are perfectly suited to cycling and walking.*

3.4.8 There is a wealth guidance on cycling distances, with 8km (5 miles) considered to be a reasonable cycle distance.

**3.5 Key Destinations**

3.5.1 An assessment of the proximity of the site to local facilities has been carried out, account for potential pedestrian / cycle access points, which is presented **Table 3.3** and on **Figure 2**.

**Table 3.3: Local Facilities and Services**

Purpose	Destination	Distance (m)	Walking	Cycling
Employment	HMS Collingwood	760	9	3
	Speedfields Park Retail Area	810	10	3
	Collingwood Retail Park	1210	14	5
	Fareham Business Park	1265	15	5

Purpose	Destination	Distance (m)	Walking	Cycling
Education	Newgate Lane Industrial Estate	1460	17	5
	Solent Enterprises Zone	2215	26	8
	Vector Aerospace	2265	27	8
	Frater Gate Business Park	2465	29	9
	Gosport Business Centre	2565	31	10
	Woodcot Primary School	285	3	1
	Peel Common Junior School	920	11	3
	Peel Common Nursery	950	11	4
	Holbrook Primary School	1115	13	4
	Badger Pre-School	1365	16	5
	Bridgemary School	1565	19	6
	Baycroft School	2415	29	9
	Crofton Secondary School	2515	30	9
	Fareham Academy	2660	32	10
	Wallisdean County Junior School	3160	38	12
	Wallisdean Infant School	3460	41	13
	Crofton Anne Dale Infant / Junior School	3750	45	14
	Retail	Speedfields Park	810	10
Tukes Avenue Shops		865	10	3
Nobes Avenue Local Centre		1115	13	4
Collinqwood Retail Park		1210	14	5
Carisbrooke Precinct		1450	17	5
Brewers Lane Stores		1950	23	7
Stubbington Village Centre		3115	37	12
Brookers Field Recreation Ground		750	9	3
Fleetlands Football Club		1265	15	5
Carisbrooke Arms Public House		1350	16	5
Leisure	Fleetlands Golf Club	1465	17	5
	Bridgemary Park	1765	21	7
	Bridgemary Library	1865	22	7
	Lee-On-The-Solent Golf Club	1950	23	7
	Gosport Leisure Centre	3065	36	11
Healthcare	Bridgemary Medical Centre	1065	13	4
	Fareham Road Surgery	1070	13	4
	Rowner Health Care	2350	28	9

Source: Consultant measurements and calculations

- 3.5.2 The analysis demonstrates that the site benefits from a range of local services and facilities that are located within a reasonable walking distance and a comfortable cycling distance. On this basis, the proposed development complies with the NPPF in this regard and that in transport and highway terms the site can be considered a sustainable development.

### 3.6 Sustainable Travel Demands

- 3.6.1 The Transport Assessment presents a detailed assessment of the likely demands for non-vehicular travel and the resulting distribution. This is presented in **Table 3.4**.

**Table 3.4: Pedestrian and Cycle Assignment (12 Hour)**

	Route A1	Route A2	Route B1	Route B2	Route C	Route D	Total Trips
	Brookers Lane	Woodcot Lane	PROW (West End)	PROW (East End)	Newgate Lane East	Tukes Avenue	
Walking Trips	204	52	44	109	35	291	735
Cycle Trips	7	3	4	8	4	17	42
Total Trips	211	54	48	117	39	307	777
% Trips	27%	7%	6%	15%	5%	40%	100%

### 3.7 Summary

- 3.7.1 The site is accessible to a safe pedestrian and cycle network that provides easy and convenient access to key facilities and services located within Bridgemary, Stubbington and southern Fareham, as well as to public transport opportunities. All of the bus stops are located within a comfortable walking distance from the site and provide direct services to destinations including Fareham and Gosport. Rail services are also available from Fareham rail station which offers good rail connections to Portsmouth, Southampton and London.
- 3.7.2 The site is located in a sustainable location which is accessible by a genuine choice of travel modes and is therefore in accordance with the principles of national and local transport policy. Census data shows that over a third of journeys to work are by sustainable modes. It is therefore considered that there is good potential to influence journey modes as part of a travel plan.

## SECTION 4 Targets

4.1.1 The key aim of the FTP is to reduce single occupancy car use for travel to the site and to promote sustainable / active travel as an alternative. Targets are measurable goals against which the progress of the Travel Plan can be assessed.

### 4.2 Aim Based Targets

4.2.1 In accordance with HCC's Travel Plan Policy the following targets have been set:

- **Target 1** – To reduce the number of vehicle trips generated by the site over a 12-hour period (weekday 07:00-19:00) by ten percent from the baseline within five years;
- **Target 2** – To reduce the number of vehicle trips generated by the site during the morning peak hour (0800-0900) and evening peak hour (1700-1800) by ten percent from the baseline position.
- **Target 3** - To increase the number of daily trips undertaken by walking, cycling and public transport by ~20-25% from the baseline position within five years.

4.2.2 These targets follow the SMART principle (specific, measurable, adjustable, realistic, time-based) and focus on reducing the traffic generation of the site as a whole and encouraging residents to travel by more sustainable modes.

4.2.3 The aim is to achieve these targets by completion of the development, estimated to be within five years of the first occupation (and by 2028). Interim mode split targets have been established and will be subject to ongoing review during the course of the travel plan.

### 4.3 Baseline Position and Interim Targets

4.3.1 For the purpose of the FTP, the baseline modal split is based on the Travel to Work data obtained from the 2011 Census for both the Fareham 013 and Gosport 001 MSOAs, with the average mode share of the data used to inform the mode share targets summarised in **Table 4.1**.

4.3.2 Once the first monitoring surveys at the development have been undertaken and analysed, the baseline position targets will be reviewed and agreed with HCC.

**Table 4.1: Interim Targets (Fareham 013 / Gosport 001)**

Mode	Baseline – 2011 Census	Year 3	Year 5
Car	69.3%	64.1%	62.4%
Foot	8.2%	9.2%	9.6%
Bicycle	7.6%	8.7%	9.0%
Bus	4.4%	5.4%	5.8%
Car Passenger	5.6%	6.6%	6.9%
Train	2.2%	3.2%	3.6%
Motorcycle	2.5%	2.5%	2.5%
Other inc. Taxi	0.20%	0.30%	0.20%
Total	100.0%	100.0%	100.0%

Source: Consultant's Calculations

4.3.3 **Table 4.1** shows that by meeting the Travel Plan targets a reduction in car use from 69% to 63% in each peak hour would be achieved. It should be noted that the TA has not considered the benefits of the Travel Plan and makes no reduction in traffic generation assessments as a result of the benefits that can be delivered through the FTP.

4.3.4 In contrast to the targeted reductions in car use, the use of sustainable modes (Walking, Cycling and Public Transport) is targeted to increase with use of walking, cycling and the public transport to increase by 25% from 22.4% to 27.9% mode share.

#### 4.4 Action Based Targets

4.4.1 In addition to mode share targets, it is important to identify a number of action targets to ensure that the commitments made by the developer through this FTP are delivered. The action targets are as follows:

- Nominate a Travel Plan Co-ordinator (TPC) prior to sales and marketing phase of development, and retain the TPC for the duration of the FTP (five years);
- Undertake first phase of monitoring following the first year of occupation;
- Following the first phase of monitoring, review measures and targets to ensure that they remain appropriate. This will be repeated following the monitoring periods in years 3 and 5; and
- Once agreed with HCC, update FTP with any necessary revisions to measures.

## SECTION 5 Scheme Proposals and Access Strategy

5.1.1 This section describes the on and off-site infrastructure measures which will encourage residents to travel via sustainable modes.

### 5.2 Site Masterplan

5.2.1 This FTP has been prepared to accompany an outline planning application and at this state therefore, the site layout is illustrative only (**Appendix B**). As a statement of intent, transport infrastructure will form an integral part of the site design, aiming to encourage the use of non-car modes of transport for local journeys.

**Image 5.1: Extract of Concept Masterplan**





## 5.3 Site Accesses Strategy

### 5.3.1 The site access strategy comprises:

- Delivery of a comprehensive pedestrian and cycle access strategy, providing for active travel on key desire lines in all directions from the site, providing filtered permeability
- Vehicular access to Newgate Lane East, in a manner that delivers safe and suitable access, but does not significantly impact on the utility / function of Newgate Lane East.

5.3.2 Pedestrian and cycle connectivity is demonstrated both within the scheme and to the wider area, at Newgate Lane East and to Bridgemary, both south to Brookers Lane and north and east to Tukes Avenue.

5.3.3 Vehicular Access is only provided to Newgate Lane East. No connection to Brookers Lane is proposed, noting that the consented development south of the application site (for 99 dwellings) already takes access at Brookers Lane.

## 5.4 Pedestrian / Cycle Access Arrangements

5.4.1 To ensure opportunities for sustainable travel to key local destinations, the access strategy proposed various connections to the local network:

- **Access to Newgate Lane** – two connections across Newgate Lane East are proposed, at the Primary Site access and through the north-western corner of the site, to connect to the Old Newgate Lane.
- **Access to Bridgemary** – Connections for pedestrians and cyclists are proposed at Brookers Lane through the consented Brookers Lane Development and to Tukes Avenue for onward movement to Bridgemary. Access will also be provided along the existing service road adjacent to 143 Tukes Avenue in the form of a shared surface environment. Sensitive lighting will be provided along the service road to provide a safe and attractive environment for all users to travel along this pedestrian / cycle link.
- **Access to Rights of Way** – Connections to Public Footpath 76 routing to the north of the site and to Brookers Lane / Woodcote Lane to the south of the site are to be provided. This connects with the existing crossing facilities of Newgate Lane South.

5.4.2 This approach ensures that priority is given to providing for active travel movement from the site, providing for walking and cycling connections on the key desire lines of the scheme.

**Image 5.2 – Pedestrian and Cycle Access Strategy**



5.4.3 A concept Masterplan for the development site is presented in **Appendix B** which demonstrates the potential pedestrian and cycle connectivity and integration to the local area.

5.5 **Wider Pedestrian and Cycle Improvements**

5.5.1 As part of the consented development to the south (Appeals Ref. APP/J1725/W/20/3265860 and APP/A1720/W/21/3269030 – P/19/1260/OA), the following improvements were secured:

**Table 5.1: Committed Walking and Cycling Improvements**

Route	Potential Improvement
<b>Route 1</b> – To Peel Common Nursery and Infant School	Addition of tactile paving on all junctions along the route.
<b>Route 2</b> – To Woodcot Primary School and Tukes Avenue Local Centre	Addition of tactile paving on all junctions along the route.
<b>Route 3</b> – To Holbrook Primary School and Bridgemary School	Addition of tactile paving on all junctions along the route. In addition, the footway on the southern side of Brookers Lane could be extended through the verge to provide an additional crossing point on Carisbrooke Road.

Route	Potential Improvement
<p><b>Route 4</b> – To Nobes Avenue Local Centre</p>	<p>The improvements are consistent with Route 3. In addition, drainage at the crossing on the southern arm of Wych Lane / Gregson Avenue mini-roundabout could be reviewed to prevent the ponding of water.</p>

Source: Walking and Cycling Audit i-Transport report reference: ITB13747-005 TN

5.5.2 A WCHAR and Non-Motorised User audit has been undertaken for the proposed development, taking account of the committed improvements, and identifies the following further improvements that are proposed to be secured as part of the application.

**Table 5.2: Potential Walking and Cycling Improvements**

Potential Improvement
Contribution towards the delivery of a Toucan Crossing of Newgate Lane East
Improvement to the Service Road connection to the scheme from Tukes Avenue
Delivery of connections for pedestrians and cyclists south to the Consented Scheme and onwards to Brookers Lane
Provision of pedestrian and cycle connections to Newgate Lane via the new roundabout, including crossing facilities across Newgate Lane East
New Footway Link to Newgate Lane East Bus Stops
Footway and Cycle connections to the PROW (Footpath 76) north of the site
Improvement of existing side road crossings on local roads, providing dropped kerbs and tactile pavements where required / absent
Improved marking of cycleways
Improved signage and wayfinding
Vegetation removal on Newgate Lane and PROW76 to improve route accessibility
Footway renewal to address ponding issues

Source: Walking and Cycling Audit i-Transport report reference: ITB10353-009 TN

5.5.3 i-Transport **Drawings ITB10353-GA-300-315** (part of the TA) illustrates these potential improvements along each of the audited routes. For ease of reference and to present a comprehensive picture of accessibility, these drawings show the committed improvements proposed as part of Brookers Lane as well as the improvements identified this application.

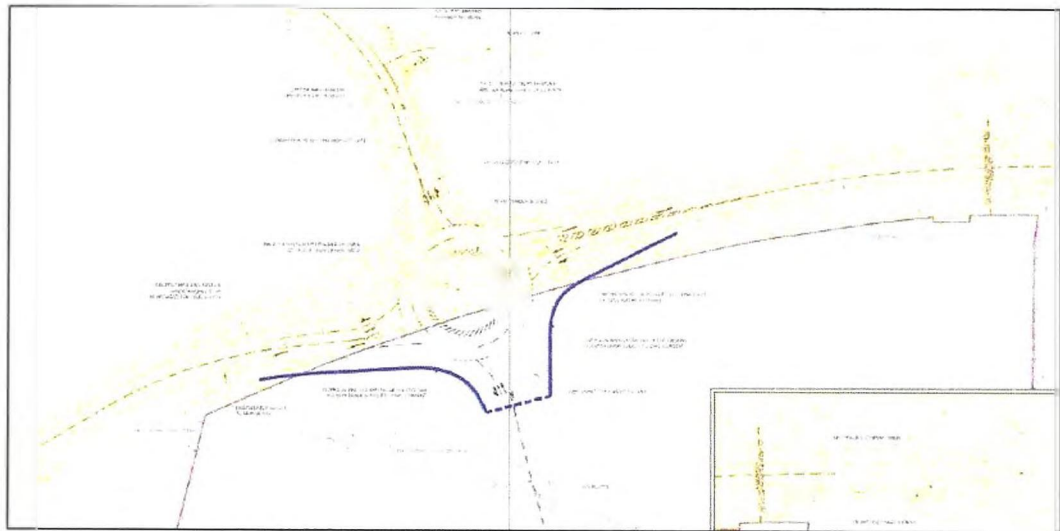
## 5.6 Public Transport Connectivity

- 5.6.1 The site is well located to existing bus stops on Tukes Avenue (circa 350m east of the site), Newgate Lane East (360m west of the site) and Henry Court Way (900m north-east of the site). These stops are serviced by regular bus services to destinations such as Gosport and Fareham.
- 5.6.2 Fareham rail station is located around 3.5km north from the site and is accessible via bus routes 9, 21 and the BRT. This station offers services to destinations such as Portsmouth, Southampton and London.
- 5.6.3 The development proposal will connect the site to the existing footway network within Bridgemary towards Tukes Avenue to the east and to Newgate Lane East to the west. This offers a realistic opportunity for pedestrians to walk to the existing bus stops to travel to destinations further afield.

## 5.7 Vehicular Access Arrangements

- 5.7.1 Vehicular access to the site will be achieved from Newgate Lane in the form of a four-arm, 50m ICD roundabout with Newgate Lane.
- 5.7.2 No vehicular connection will be made between the site the consented Brookers Lane development, other than for emergency vehicles.
- 5.7.3 The proposed site access design is shown in **Drawing ITB10353-GA-102 Rev A** (extract at **Image 5.3**) which presents an illustrative roundabout design.

**Image 5.3: Site Access Arrangement**



## 5.8 Parking Provision

- 5.8.1 The details on car parking will be provided during a Reserved Matters planning application. Car parking will be provided in accordance with Fareham Borough Council’s Residential Car and Cycle Parking Standards SPD. The car parking standards are set out in **Table 5.3**.

**Table 5.3: FBC Car Parking Standards**

Dwelling	Allocated	Unallocated
1 bed dwelling	1	0.75
2 bed dwelling	2	1.25
3 bed dwelling	2	1.75
4+ bed dwelling	3	2.25

Source: FBC Residential Car and Cycle Parking Standards

- 5.8.2 Electric vehicle charging points will be provided throughout the site. As a fast-moving technology, the specification, number and spread of charging infrastructure will be determined at the reserved matters stage. An EV Charging Strategy will support a future RM application to demonstrate how this will be provided, when the layout of the scheme is known.

***Cycle Parking***

- 5.8.3 Cycle parking will also be provided in line with FBC cycle parking standards which are set out within **Table 5.4** and further detailed will be provided during a Reserved Matters planning application. Cycle parking facilities will be secure and conveniently located for each dwelling.

**Table 5.4: FBC Cycle Parking Standards**

Dwelling	Individual Storage	Communal Storage
1 bed dwelling	1	1
2/3 bed dwelling	2	1
4+ bed dwelling	2	1

Source: FBC Residential Car and Cycle Parking Standards

- 5.8.4 Cycle storage will relate well to the dwellings and will be both secure and convenient. For those that will be located within a garden shed or standalone building they be conveniently accessible to the dwelling they serve. The style and specification of cycle parking will be determined at reserved matters.

## 5.9 Summary

- 5.9.1 The site access strategy supports the aims and objectives of this FTP by ensuring a connected and permeable development site. The development will provide a range of improved pedestrian facilities to connect with existing walking and cycling routes, allowing future residents to reach key local destinations on foot or by bike as opposed to using the car.

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## **SECTION 6     Soft Measures**

6.1.1 This section of the FTP describes the non-infrastructure or 'soft' Travel Plan measures that will be developed and promoted for the residents of the new development. It covers:

- Measures to encourage new residents to walk and cycle;
- Measures to encourage the use of public transport;
- Measures to encourage future residents to car-share;
- Information provision; and
- A new resident's travel pack.

6.1.2 The strategy for a Travel Plan co-ordinator, implementation, funding and management of the FTP is provided in the following Section 7.

### **6.2     Promotion of Walking and Cycling**

6.2.1 As described in Section 5, the development has been designed to facilitate and improve connections to the local pedestrian and cycle network, allowing for local journeys to key destinations to be undertaken by these modes.

6.2.2 To support the delivery of physical infrastructure, all new residents will be issued with a Residents 'Travel Pack' which will include details of journey planning websites, walking and cycle maps, local cycle shops and local public rights of ways.

6.2.3 Residents will also receive such information via other ongoing communication described on other parts of this travel plan.

6.2.4 A cycle voucher will be offered to all households to enable the purchase of cycle equipment.

6.2.5 Where possible, the Travel Plan Co-ordinator will attempt to negotiate discounts or promotions for residents at local cycle stores for the purchase of cycling equipment.

6.2.6 The Travel Plan Co-ordinator will also promote 'Bikeability' cycle training courses to residents and will attempt to organise group training sessions if enough residents, employees etc. are interested.

- 6.2.7 The Travel Plan Co-ordinator will promote cycle maintenance services such as Bike Doctor (cycle repair), RideRide (training in cycle repair) and Purple Bike Shed (home visits to undertake cycle repair) and negotiate discounts for residents.

### 6.3 Promotion of Public Transport

- 6.3.1 Information on the public transport routes and facilities serving the new development will be made available to new residents through the Residents' Travel Information Pack and on the noticeboard provided on site. The information pack includes the offer of a sustainable travel voucher for use on rail or bus services.

- 6.3.2 The Solent Go Travelcard is a new initiative and can be used to travel across South Hampshire. Options include Isle of Wight Hovercraft and Red Funnel Ferry links, in addition to a bus pass which can be used across all local service providers including those serving the site. Each household will be offered a sustainable travel voucher.

### 6.4 Car Sharing Scheme

- 6.4.1 Car sharing will be promoted amongst new residents of the development, particularly in relation to journeys to work. Not only does car sharing cut the costs of travel to work for the individual, but it reduces the numbers of people making similar journeys at the same time, thereby reducing peak hour congestion on routes between the site and local employment areas. This in turn helps to reduce vehicle emissions, contributing to meeting local air quality targets.
- 6.4.2 Residents will be provided with information about car sharing via Hampshire's chosen Car Share website (<https://liftshare.com/uk>). This provides an easy and safe way for potential car sharers to identify people undertaking similar journeys.

### 6.5 Information Provision and Marketing

- 6.5.1 New residents will be provided with travel information from the outset – including leaflets about the sustainability credentials of the proposal during the purchase process. Upon occupation of each dwelling, a Residents' Travel Information Pack will be provided. Full details and other marketing measures are provided in Section 7.



- 6.5.2 To ensure access to up to date information for residents a number of community notice boards will be located around the site. These boards will contain up to date bus and rail timetable information, and information on car sharing. The boards will also provide walking and cycling facilities maps.
- 6.5.3 New residents of the development site will be provided with travel information during the purchase of their property. The initial sales pack will include a leaflet about the sustainability credentials of the development and staff will be trained in personal journey planning in order that this service can be offered to new residents shortly after completion of their purchase. This will offer an in-depth, personalised approach to identifying the sustainable travel choices available to residents and will be advertised through the welcome pack. The staff will be fully briefed on the content and purposes of the travel plan and will be able to highlight the incentives to prospective purchasers.
- 6.5.4 Within one month of first occupation of the development site, residents will be provided with a letter/leaflet informing them about the FTP.
- 6.5.5 The Travel Plan Co-ordinator will also set up a community travel website which will provide travel information and provide a communications portal. The TPC will also engage with any social media pages that become established for the local community and provide a valuable resource for engaging the community effectively.

## 6.6 Residential Travel Information Packs

- 6.6.1 The first occupier of each household will be provided with a Residents' Travel Information Pack.
- 6.6.2 The pack will pull together information on the above listed measures and contain information about the objectives of the FTP, non-car mode travel options and provide a range of incentives to encourage use of non-car modes of transport.
- 6.6.3 It is proposed that the following items will be included in the pack:
- A choice of a sustainable travel voucher for the first owner of each dwelling, with options from the following:
    - A £50 bus travel voucher, for credit the Solent Go region wide Travelcard;

- A cycle purchase voucher for £50 for each household to assist with the purchase of a bicycles; and
- A £50 voucher towards a rail season ticket to encourage travel by rail.

6.6.4 The following will also be provided:

- Details regarding the provision of broadband access to enable easy access to local home delivery services and home working;
- An information leaflet about the FTP, its aims and objectives, how to get involved and how travel will be monitored;
- Information about the community travel website;
- A plan of the new development, highlighting local facilities and the nearby key destinations, the walking and cycling routes to these, locations of public cycle parking, and the location of bus stops;
- Information about opportunities to travel to local schools in the vicinity of the site by sustainable modes, including details of any local school Travel Plans;
- Travel Plan mapping leaflets showing location of key services and facilities and walking/cycling time isochrones to demonstrate to residents how long it will take to walk or cycle to these destinations;
- Copies of HCC's cycle plans;
- Bus and rail maps and timetable information;
- Information about journey planning services, e.g. [www.nationalrail.co.uk](http://www.nationalrail.co.uk) and <https://www.traveline.info/>;
- Information about car sharing through the Hampshire car share website (<https://liftshare.com/default.asp>) and other social-media based websites such as BlaBla Car ; and
- Information about the home delivery services offered by local supermarkets and potentially a voucher for free home delivery on first use.

## 6.7 Summary

- 6.7.1 Measures are proposed to promote the use of walking, cycling and public transport amongst new residents for local journeys and to reduce single occupancy car journeys through promoting car sharing. The proposed measures aim to achieve the objectives set out in Section 2 of this report. A range of information and marketing initiatives are also proposed to encourage awareness and participation in the Travel Plan by local residents from the outset.

## **SECTION 7 Management and Implementation**

### **7.1 Travel Plan Management**

7.1.1 The developer will appoint an individual or company to act as the Travel Plan Co-ordinator (TPC) for the site. Contact details will be supplied to HCC prior to first occupation of the development proposal.

7.1.2 The TPC will be supported by a steering group, comprising a representative from the developer, a representative of the housing association(s), the highway authority (HCC), the local authority sustainable travel co-ordinator, other local authority officers as needed (e.g. cycling, public transport, and voluntary residents' representatives). The steering group will meet every 6 months during the first two-years and annually thereafter for the duration of the development, which is expected to be a five-year period. This extensive period will enable the Travel Plan to be well established by the time the developer leaves the site. A framework for the continuation of the Travel Plan after the handover is set out below.

### **7.2 Role of Travel Plan Co-Ordinator**

7.2.1 The role of the Travel Plan Co-ordinator will be as follows:

- To manage the day to day delivery of the measures contained in the Travel Plan;
- To wherever possible co-ordinate with the other local development parcels to ensure that there is sharing of information between each sites steering groups or bicycle user groups;
- To set up and act as chairperson to the steering group, through which the progress of the Travel Plan will be monitored, and key decisions taken as necessary;
- To market the Travel Plan to encourage interest and involvement of residents;
- To maintain a good level of knowledge of sustainable travel opportunities in the vicinity of the site, so as to provide a basic personal journey planning service for residents, i.e. how to access schools, workplaces and local facilities by non-car modes;
- To negotiate discounts with local cycle shops for residents at the earliest opportunity, i.e. from appointment;

- To liaise with local public transport operators and local authorities on appropriate measures, such as negotiating possible discounted bus tickets or obtaining information on any local travel plan measures and networks;
- To organise monitoring of the Travel Plan in line with the strategy outlined in Section 8; and
- To provide monitoring and feedback to residents and to liaise with the local authority as necessary.

### 7.3 Involvement of Residents

7.3.1 Involvement of residents will be key to the success of the sustainable transport measures. The first owner of each dwelling will be provided with Travel Plan information by the sales office and provided with a Residents' Travel Information Pack on completion of their purchase. The Travel information pack will be kept up to date for the duration of the travel plan.

7.3.2 The Travel Plan Co-ordinator will liaise regularly with residents to understand their particular needs and concerns and to examine ways of addressing them. The Travel Plan Co-ordinator will also aim to maintain interest amongst residents through the following means:

- Occasional leaflet drops providing information about the Travel Plan, advertising the website and reporting the results of the monitoring;
- Presenting information on community noticeboards;
- Involvement of resident volunteers in the monitoring process (to be recruited by the Travel Plan Co-ordinator); and
- The steering group will involve resident participation and will review and develop other methods of ensuring ongoing involvement from residents.

### 7.4 Framework for Implementation

7.4.1 The Travel Plan Co-ordinator will be nominated one to three months before the first occupation of the new development, in order to commence development of the initial Travel Plan measures in time for the first occupations. **Table 7.1** provides an Action Plan for the implementation of the measures set out in Sections 5, 6, 7 and 8 of this FTP.

Table 7.1: Framework for Implementation / Action Plan

Objective	Measure	Timescale	Delivery	Mode Affected	Cost Estimate
Cross-Objective	Develop and maintain community website	Prior to occupation	TPC		£5,000
	Engage with Community social media	Phased with development	TPC	Single occupancy vehicle use, walking, cycling and public transport	Included within TPC cost
	Prepare and distribute Travel Welcome Packs	Prior to occupation	TPC		£3,500
	Travel Awareness Events	Phased with development	TPC		£5,000
	Provide community notice boards	Phased with development	Developer		£2,000
Reduce the Need to Travel	Provide EV Charging infrastructure	Phased with development	Developer	Vehicle Use	Infrastructure Cost
	Deliver connections to broadband network	Phased with development	Developer	Single occupancy vehicle use	Included within development costs
	Provision of bus, walking and cycling maps and promotion of apps / websites	Prior to occupation	TPC	Single occupancy vehicle use, walking, cycling and public transport	Included within Travel Welcome Packs
Promotion of Walking, Cycling and Public Transport	Provision of Cycle Parking	Phased with development	Developer	Cycling	Included within development costs
	Pedestrian / cycle connection to Brookers Lane, PROW 76, Newgate Lane and Tukes Avenue	Phased with development	Developer	Single occupancy vehicle use, walking and cycling	Included within development costs
	Provide pedestrian / cycle improvements identified within the Pedestrian and Cycle audit	Phased with development	Developer	Single occupancy vehicle use, walking, cycling and public transport	Delivered through CIL
	Offer a £50 travel voucher to each dwelling for bus taster tickets or cycle equipment	On occupation	TPC	Single occupancy vehicle use and cycling	£18,750

Objective	Measure	Timescale	Delivery	Mode Affected	Cost Estimate
Encourage Car Sharing	Deliver internal network of walking and cycling routes and accessible street design	Phased with development	Developer	Walking and Cycling	Infrastructure Cost
	Deliver direct connection to bus stops on Newgate Lane East	Phased with development	Developer	Walking and Cycling	Infrastructure Cost
	Promotion of car sharing schemes through <a href="https://liftshare.com/uk/journeys/to/hampshire-uk">https://liftshare.com/uk/journeys/to/hampshire-uk</a>	Prior to Occupation	TPC	Single occupancy vehicle use	Included within TPC cost
	Appoint a Travel Plan Co-ordinator	Three months prior to Occupation – retained for five years from occupation	Developer		£30,000
	Training of the sales team about the Travel Plan	Training as part of induction process	Developer		Included within development costs
Management	Production of Sales Stage Travel Packs	To be developed before 1 <sup>st</sup> occupation	Developer / TPC	Single occupancy vehicle use, walking, cycling and public transport	£2,250
	Develop Full Travel Plan	One year after occupation	Developer / TPC		£2,500
	Steering Group	Meeting every 6 months for the first three years after first occupation, annual meetings thereafter	TPC		Included within TPC cost
Monitoring	Traffic Surveys at the site access	Year one, three and five	TPC	N/A	£2,500
	Travel Questionnaires	Annually (for five years)	TPC	N/A	Included within TPC cost
	Monitoring Report	Year one, three and five	TPC	N/A	Included within TPC cost

Source: Consultant's Estimates

## 7.5 Funding

7.5.1 The developer will fund the following items:

- The transport infrastructure outlined in Section 5 of the FTP;
- Hampshire County Council's travel plan monitoring and evaluation fee;
- The TPC role for the duration of the development, which is expected to last five years;
- The initial implementation of the measures outlined in Section 6 and **Table 7.1**.
- The monitoring surveys outlined in Section 8

7.5.2 The aim will be to take steps to enable the Travel Plan to become self-funding by the time that the developer leaves the site. The Steering Group will be responsible for delivering this objective.

## 7.6 Framework of Handover at End of the Developer Involvement

7.6.1 On completion of the development, the developer will no longer be responsible for the management of the Travel Plan. At this time the management of the Travel Plan will revert back to the resident's Travel Plan committee who will be assembled by the TPC. Once the resident's Travel Plan committee has been assembled, the Local Authority's sustainable TPC will be invited to attend and provide guidance.



## **SECTION 8      Monitoring**

8.1.1 The total monitoring programmes of the development will be during the development build until five-years after first occupation of the new development. Monitoring will be primarily undertaken in two ways:

- Traffic Surveys; and
- The issue of a travel questionnaire.

### **8.2      Traffic Surveys**

8.2.1 In accordance with HCC's guidance, it is proposed that monitoring will be undertaken in the form of traffic surveys undertaken at 2-year intervals (Years 1, 3 and 5). Automated Traffic Counts (ATC) will be undertaken at the site access on Newgate Lane East. The traffic surveys will supply HCC with observed statistical data showing how the residents travel to the development and details of the measures employed could be used to encourage sustainable travel.

8.2.2 The first traffic survey will be carried out on the first anniversary of occupation on the site. This will ensure that the survey captures information about an established critical mass of residents and will allow some time for the measures contained within the Travel Plan to take effect. Subsequent surveys will be undertaken at 2-year intervals and then a final survey take at 5 years from first occupation.

### **8.3      Travel Questionnaires**

8.3.1 Questionnaire surveys will also be used to determine the effectiveness of the Travel Plan measures and enable residents to remain involved in the Travel Plan process. The first questionnaire survey will be undertaken 12 months after first occupation of the first unit and then annually until 5 years from first occupation.

8.3.2 The residential surveys will determine a number of important statistics such as work destination, number of cars and bicycles per household, modal split of work, educational and leisure journeys and preferences towards the availability and use of more sustainable modes of transport. A draft Survey is provided as **Appendix C**.

- 8.3.3 These surveys will be used to determine travel patterns to and from the site, to assist with setting objectives for the Travel Plan which may be implemented in the future and to monitor travel patterns at the site over set periods of time.
- 8.3.4 In order to maximise response rates to the survey there will be incentives, such as a prize draw entry, encouraging residents to take part. In the event that the survey does not get a desired response of 20% or more, it will be re-distributed after 6 months, following further promotion and greater incentives for taking part.
- 8.3.5 The results of the surveys and the analysis will be included in an updated Travel Plan, or the first monitoring reports, with the Travel Plan targets revised or updated accordingly.

#### **Use of Surveys**

- 8.3.6 The results of these surveys and statistical analysis will form the basis of discussions with the local planning and highways authorities to examine how the Travel Plan is continuing to influence travel behaviour and to discuss alternative measures that could be incorporated within the plan to achieve further success.
- 8.3.7 The TPC will monitor and review the progress and success of the Travel Plan and make all users aware of the progress made and the effectiveness of the sustainable travel solutions. The review will involve the local planning authority as well as the TPC. The use of newsletters distributed to all users will assist in informing users of any new measures and give them an understanding of how the Travel Plan is operating.

### **8.4 Reporting**

- 8.4.1 Following first occupation of the new development, a monitoring report will be submitted to HCC biennially. These reports will be setting out the results of the travel surveys against the targets and objectives identified within the Travel Plan and will also include the actions taken to implement the sustainable travel measures.
- 8.4.2 Residents will also be informed of the survey results via the website / social media feed, newsletters and community notice boards. The following information is likely to be provided:
- Recap of the sites Travel Plan's objectives and agreed targets;
  - Monitoring methodology;

- Summary of monitoring results, presented in relation to agreed targets;
- Progress against agreed measures;
- Corrective measures to get the plan back on track if targets are not being met; and
- Proposals to further develop the Travel Plan for the future.

## 8.5 Remedial Measures

- 8.5.1 Should the Travel Plan targets not be met by the end of the monitoring period outlined above, the developer will work with Hampshire County Council to identify a strategy and to agree further actions to ensure the Travel Plan remains on track.
- 8.5.2 The Transport Assessment does not make any allowance for the Travel Plan and as such demonstrates that on the basis that a 10% reduction in traffic flows is not achieved, the additional impact on the performance of the local highway network in comparison to the 'with Travel Plan' scenario will not be perceptible. On this basis, the development is not dependent on the success of the Travel Plan in making the development acceptable in terms of traffic impact on the local highway network.
- 8.5.3 The proposed sustainable transport strategy and all of the associated measures will provide a genuine opportunity for the 10% reduction in traffic flows associated with the development to be achieved.
- 8.5.4 If at the end of the monitoring period, the trip rate target has not been achieved then a second and final round of sustainable travel vouchers will be offered to each household across the development. The need for additional or intensification of on-site Travel Plan measures (either infrastructure or 'soft' measures – such as enhanced personalised travel planning for residents of the site) will also be discussed with HCC.
- 8.5.5 Any such remedial measures would be discussed and agreed with HCC at the conclusion of the monitoring period and would be related in scale to the degree to which the Travel Plan targets had not been achieved.

**8.6 Delivery and Enforcement**

- 8.6.1 The delivery of the Travel Plan will be enforced through condition within the S106 agreement for the development. Subject to CIL test compliance, the developer will also commit to paying HCC's monitoring and approval fees which will total £16,500 for the five-year monitoring period. In addition to the monitoring fee, again, subject to CIL compliance, the developer will provide a cash deposit / Bond to HCC to secure surety for the delivery of the measures set out within **Table 7.1**.

## SECTION 9 Summary

- 9.1.1 i-Transport LLP has been appointed by Miller Homes and Bargate Homes to provide highways and transport advice for an outline planning application for residential development consisting of up to 375 dwellings on land east of Newgate Lane East, Fareham.
- 9.1.2 The FTP aims to promote sustainable lifestyles amongst new residents, through reducing the need for travel by private car, and in particular reducing single occupancy car journeys; providing non-car mode travel options for local journeys and influencing modal choice.
- 9.1.3 The following main interim targets have been set:
- **Target 1** – To reduce the number of vehicle trips generated by the site over a 12-hour period (weekday 07:00-19:00) by ten percent from the baseline within five years;
  - **Target 2** – To reduce the number of vehicle trips generated by the site during the morning peak hour (0800-0900) and evening peak hour (1700-1800) by 10% from the baseline position.
  - **Target 3** - To increase the number of daily trips undertaken by walking, cycling and public transport by 18% from the baseline position within five years.
- 9.1.4 The objective is to achieve these targets at the end of the monitoring period and interim mode split targets have been established and will be subject to on-going review.
- 9.1.5 This FTP supports an outline application and as such, the site layout has not been determined at this stage. The development proposal will bring forward improvements to the pedestrian and cycle linkages between the site and the existing key facilities and services. In addition, the Transport Assessment and WCHAR include a range of potential improvements to access the local services and facilities and public transport links that could be brought forward directly by the developer or through S106 contributions.
- 9.1.6 The Travel Plan presents a range of non-infrastructure or 'soft' measures aimed at influencing modal choice for travel to the site, including:
- A choice of a £50 sustainable travel voucher for the first owner of each dwelling, with options from the following:
  - A £50 bus travel voucher, for the Solent Go region wide Travelcard;

- A cycle purchase voucher for £50 for each household to assist with the purchase of a bicycle; and
- A £50 voucher towards a rail season ticket to encourage travel by rail.

9.1.7 Additional measures include:

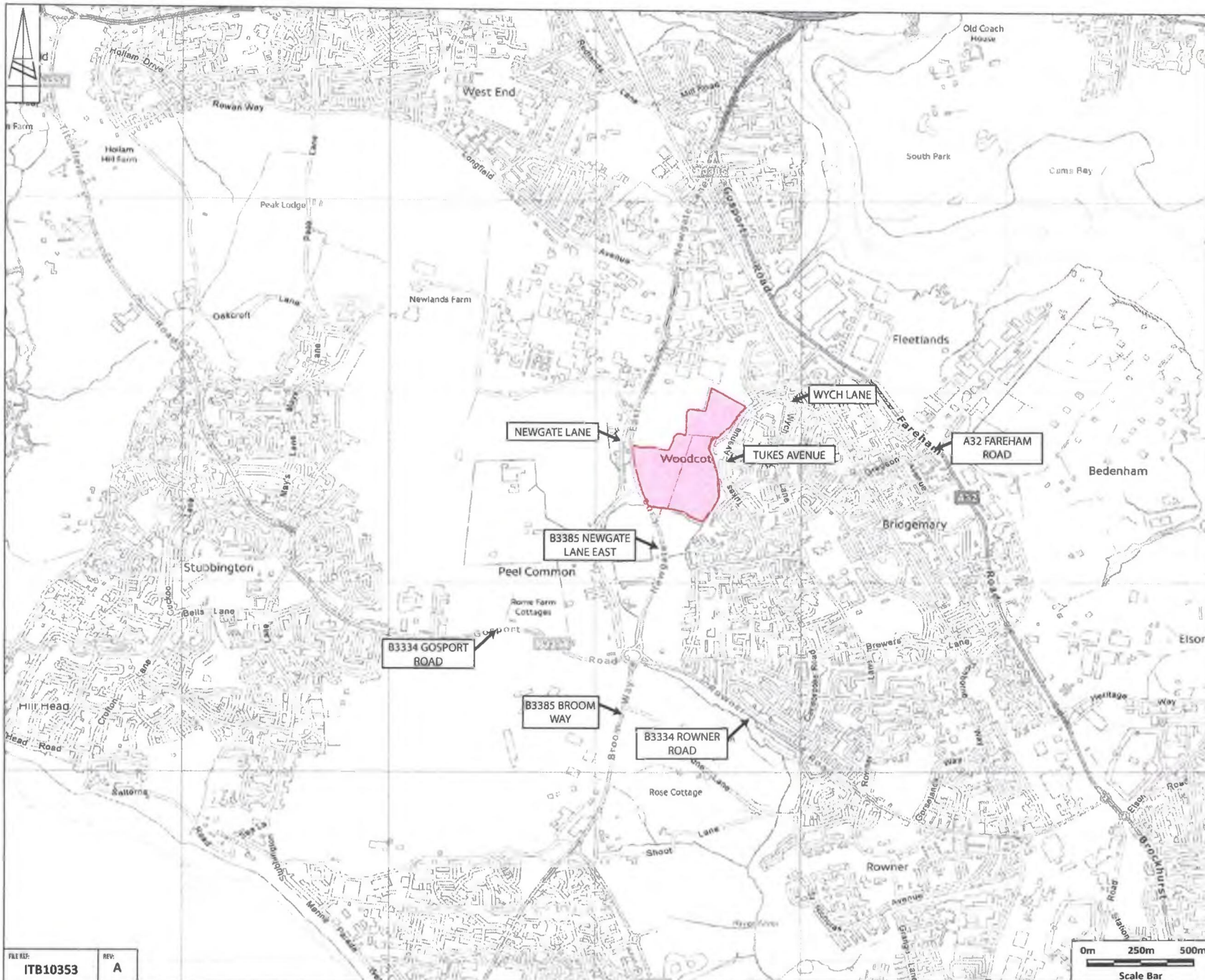
- The promotion of walking and cycling, including provision of plans showing walking and cycling routes to local facilities, and a bicycle user group;
- Provision of broadband access to enable easy access to local home delivery services and home working;
- A resident's travel information pack and web-based Travel Plan Group; and
- Provision of up to date travel information by other means, including a community travel website and community notice boards.

9.1.8 A framework for management and implementation of the Travel Plan is proposed. A Travel Plan Co-ordinator will be appointed by the developer prior to first occupation of the proposed development, to oversee the development of the proposed measures and ensure the implementation of the Travel Plan ahead of occupation. A suggested timetable for the implementation of these measures has been put forward.

9.1.9 The Travel Plan Co-ordinator will be supported by a Steering Group, comprising representatives from the developer, local authority, residents etc. A framework is proposed for the handover of the Travel Plan at the end of the developer's involvement.

9.1.10 The total monitoring programme of the development will be for the duration of the building programme. The final survey will be carried out at full occupation of the site. Monitoring reports over this period will be submitted to HCC setting out the results of the travel surveys against the targets and objectives identified within the Travel Plan.

## FIGURES



**KEY**  
 ILLUSTRATIVE SITE BOUNDARY

**i-Transport**

The Square, Basing View,  
 Basingstoke, RG21 4EB

Tel: 01256 637940  
[www.i-transport.co.uk](http://www.i-transport.co.uk)

TITLE:  
**NEWGATE LANE, FAREHAM  
 SITE LOCATION PLAN**

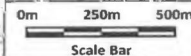
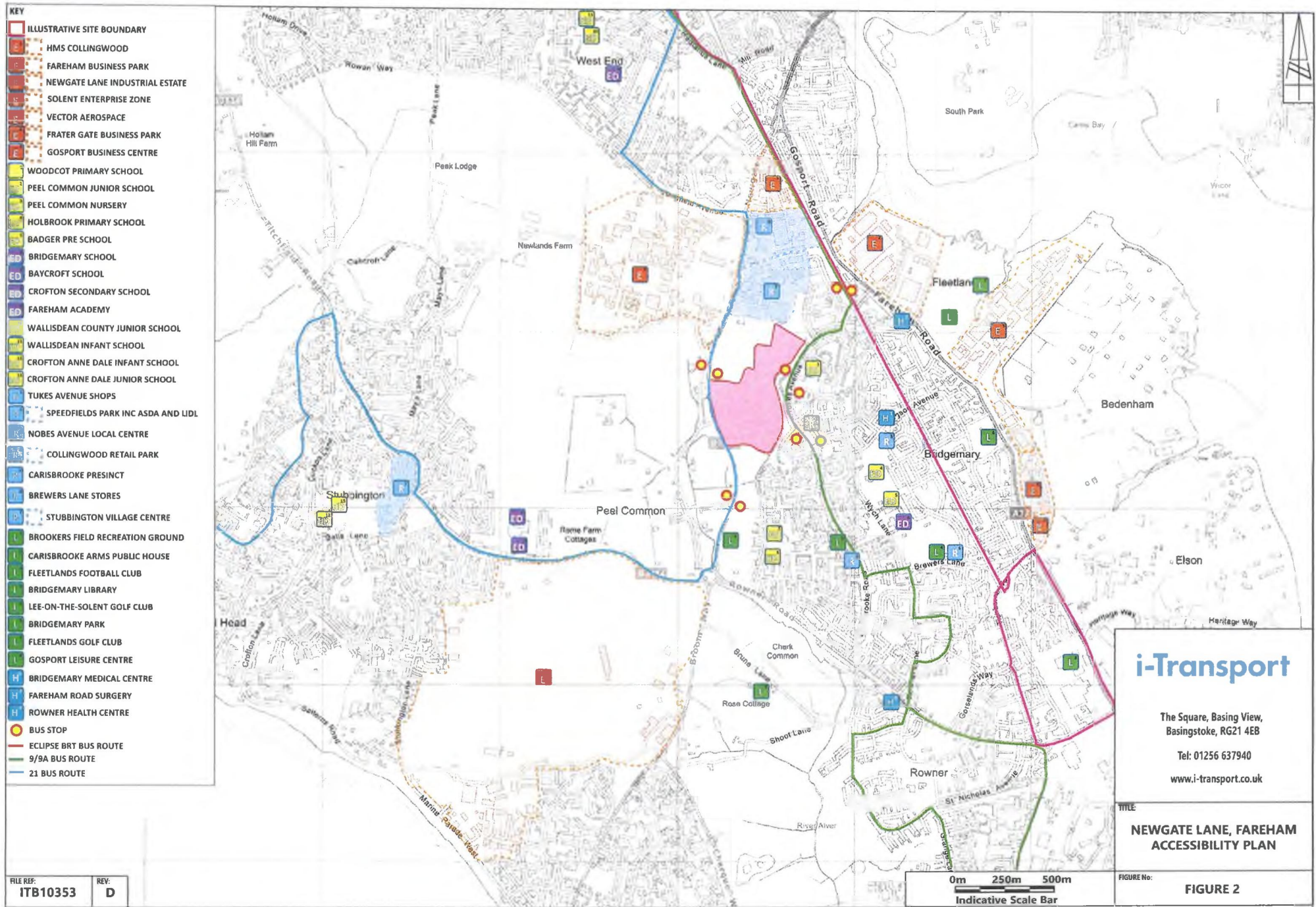


FIGURE No: **FIGURE 1**

FILE REF: **ITB10353** REV: **A**

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## APPENDIX A. Fareham Cycle Map

# Cycling in Fareham

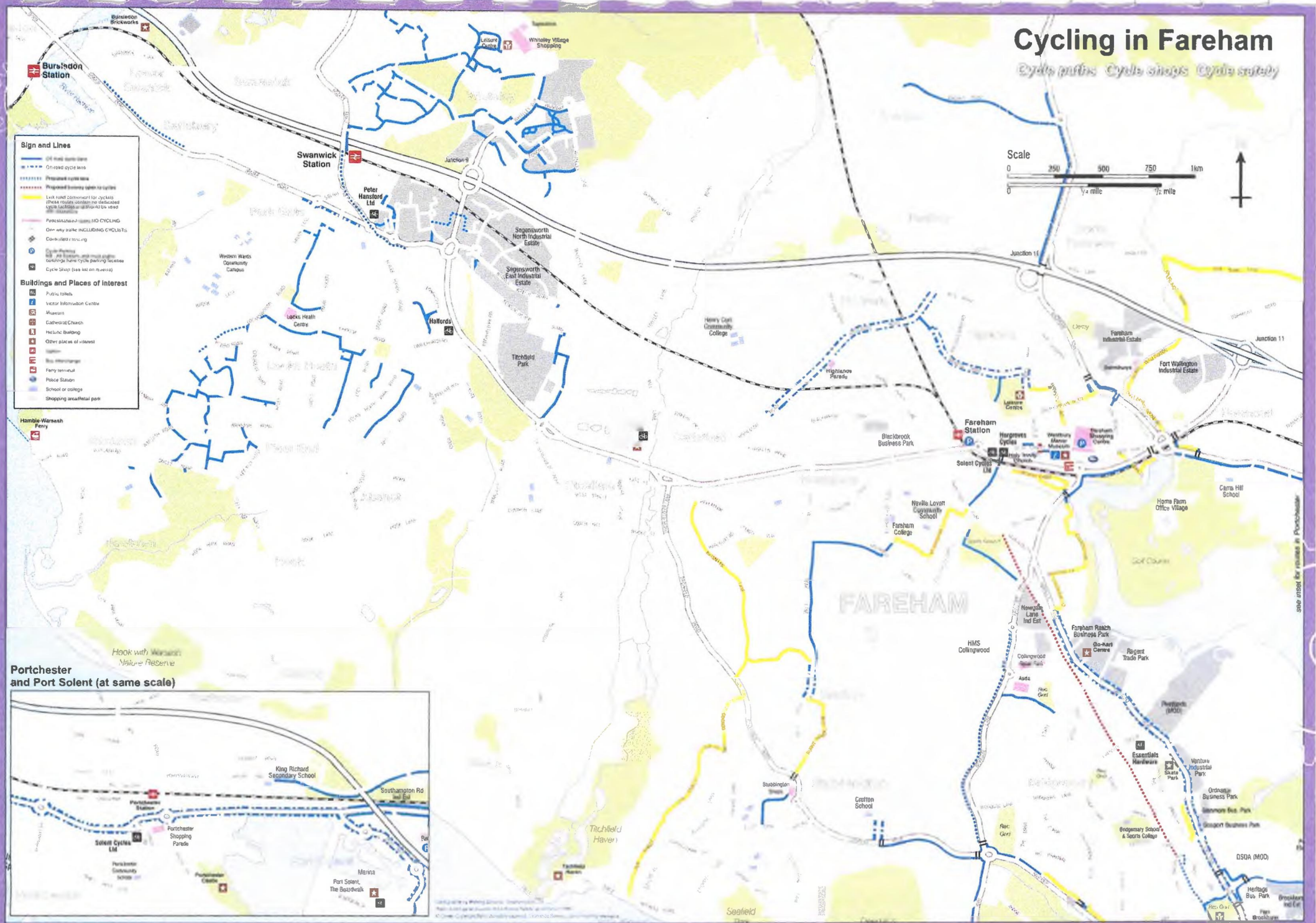
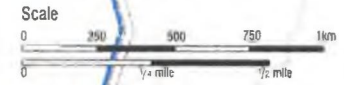
Cycle paths Cycle shops Cycle safety

**Sign and Lines**

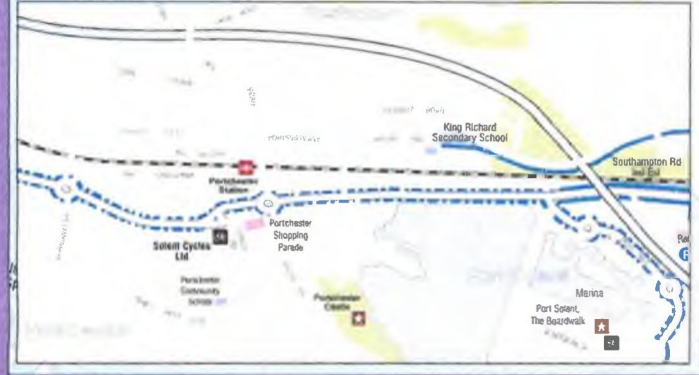
- Old road cycle lane
- On-road cycle lane
- Proposed cycle lane
- Proposed primary route to cycle
- Link road (comment for cyclists: these roads contain no dedicated cycle facilities and should be used with caution)
- Permitted areas for NO CYCLING
- One-way traffic INCLUDING CYCLISTS
- Controlled parking
- Bus stop
- Bus stop and cycle parking
- One-way traffic INCLUDING CYCLISTS
- Controlled parking
- Cycle shop (see list on reverse)

**Buildings and Places of Interest**

- Public house
- Visitor Information Centre
- Museum
- Cathedral/Church
- Historic Building
- Other places of interest
- Police Station
- School or college
- Shopping area/market place



## Portchester and Port Solent (at same scale)



Map produced by Fareham Borough Council. Copyright © 2010. All rights reserved. This map is for personal use only. It may not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fareham Borough Council.

## **APPENDIX B. Illustrative Site Layout**



**KEY**

- SITE BOUNDARY
- EXISTING VEGETATION
- PROPOSED VEGETATION
- PROPOSED RESIDENTIAL DEVELOPMENT
- MAIN VEHICLE ROUTE
- ➔ POTENTIAL PEDESTRIAN/CYCLE LINK & EMERGENCY VEHICLE ACCESS
- ➔ POTENTIAL PEDESTRIAN/CYCLE LINK

- INDICATIVE PATH THROUGH PUBLIC OPEN SPACE
- NEIGHBOURHOOD EQUIPPED AREA FOR PLAY (INEAP)
- SUSTAINABLE DRAINAGE SYSTEMS (SUDS)
- EXISTING PUBLIC RIGHT OF WAY
- LOCAL SHOPS
- BUS STOP
- EXISTING CROSSING POINT ON NEWGATE LANE EAST

LAND EAST OF NEWGATE LANE EAST - CONCEPT MASTERPLAN



## **APPENDIX C.** Example Resident's Questionnaire

# Residential Travel Survey

## About You

1. Your place of work postcode

2. Your home postcode

3. Your house name / number

4. Gender Male  Female

## 5. Age Group

Under 18  18 - 34  35 - 44  45 - 60  60+

## 6. Number of people in household

1  2  3  4+

## 7. Number of cars per household

1  2  3  4+

## 8. Number of bicycles per household

1  2  3  4+

## 9. Do you have a disability that affects your travel arrangements?

Yes  No

## About your job

10. Do you work? 1 -3 days  4 days  Full time  Shifts

Other, please specify

11. What hours do you normally work? Regular Office  Flexi

Other (please specify)

## 12. Are there any aspects of your job that require you to have the use of a car?

None  Attend meetings  Visit site / clients  Other

**Travel to work**

**13. How do you normally travel to work?**

Walk/jog	<input type="text"/>	Bicycle	<input type="text"/>	Bus	<input type="text"/>
Train	<input type="text"/>	Taxi	<input type="text"/>	Motorbike	<input type="text"/>
Car on own	<input type="text"/>	Car Share	<input type="text"/>		

Other (please specify)

**14. What alternatives do you occasionally use?**

Walk/jog	<input type="text"/>	Bicycle	<input type="text"/>	Bus	<input type="text"/>
Train	<input type="text"/>	Taxi	<input type="text"/>	Motorbike	<input type="text"/>
Car on own	<input type="text"/>	Car Share	<input type="text"/>		

Other (please specify)

**15. How far do you travel to work? (one way)**

Up to 1 mile	<input type="text"/>	1 - 3 miles	<input type="text"/>	3 - 10 miles	<input type="text"/>
10 - 20 mile	<input type="text"/>	Over 20 miles	<input type="text"/>		

**16. How long does it normally take you to get to work? (one way)**

0 - 15 mins	<input type="text"/>	16 - 30 mins	<input type="text"/>
30 - 60 mins	<input type="text"/>	60 mins +	<input type="text"/>

**17. If walking or cycling are a practical alternative for you, what would encourage you to do so? (select up to 2 answers)**

Free transport home in an emergency	<input type="text"/>	Covered and secure cycle parking	<input type="text"/>
Changing / locker facilities	<input type="text"/>	Pool car available for business use	<input type="text"/>
Other (please specify)	<input type="text"/>		

**For drivers only**

**18. Is a car share a possibility if a suitable sharer/s was found?**

Yes	<input type="text"/>	No	<input type="text"/>	I already car share	<input type="text"/>
-----	----------------------	----	----------------------	---------------------	----------------------



**19. Which of the following would most encourage you to car share? (select up to 3 answers)**

Help in finding a car share partner	<input type="checkbox"/>	Financial incentives for car shares	<input type="checkbox"/>
Free transport home in an emergency	<input type="checkbox"/>	Pool car available for business use	<input type="checkbox"/>
Priority parking for car sharers	<input type="checkbox"/>		
Other, please specify	<input type="text"/>		

**20. Is bus or train travel a possibility?**

Yes       No       Both

Which is most convenient?

Bus       Train

**21. What would encourage you to use the bus or train more frequently to commute? (select up to 3 answers)**

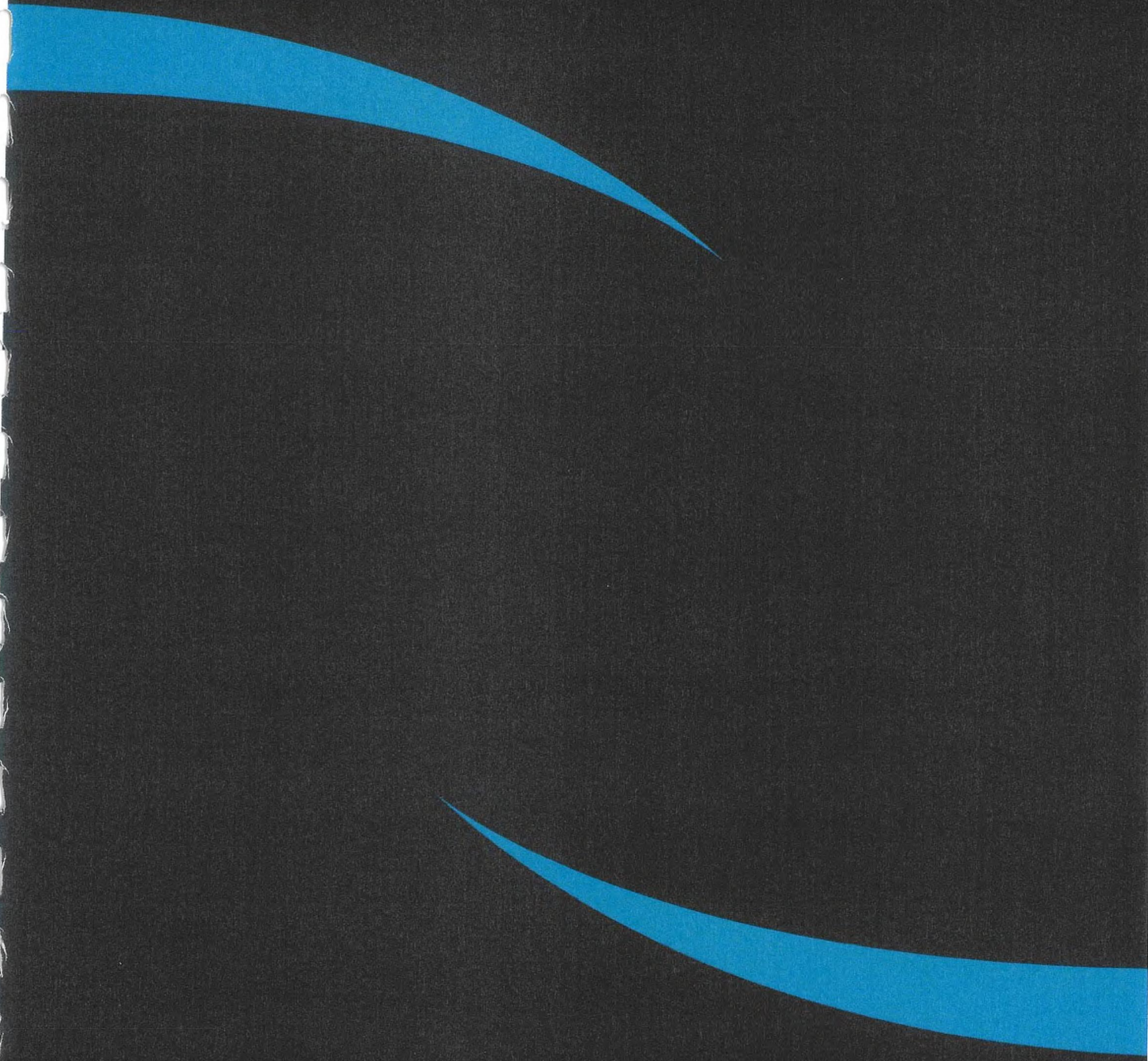
More direct train/bus route	<input type="checkbox"/>	Pool car available for business use	<input type="checkbox"/>
More frequent services	<input type="checkbox"/>	More reliable services	<input type="checkbox"/>
Better information on times and fares	<input type="checkbox"/>		
Regular link between station/bus stop and place of work	<input type="checkbox"/>		
Other, please specify	<input type="text"/>		

**24. For what other purposes do you regularly travel from home, please indicate number of trips per week in box.**

Education for self	<input type="checkbox"/>	Education for dependants	<input type="checkbox"/>
Access to Health services	<input type="checkbox"/>	Access to retail services	<input type="checkbox"/>
Leisure	<input type="checkbox"/>		
Other, please specify	<input type="text"/>		

This information is collected in accordance with the Data Protection Act 1998.  
The data has been collected for the purposes of:-

- \* establish travel patterns to site;
- \* to assist with setting objectives for the Travel Plan which may be implemented in the future
- \* to monitor travel patterns at the site over set periods of time to quantify modal shift.



PLAN 2



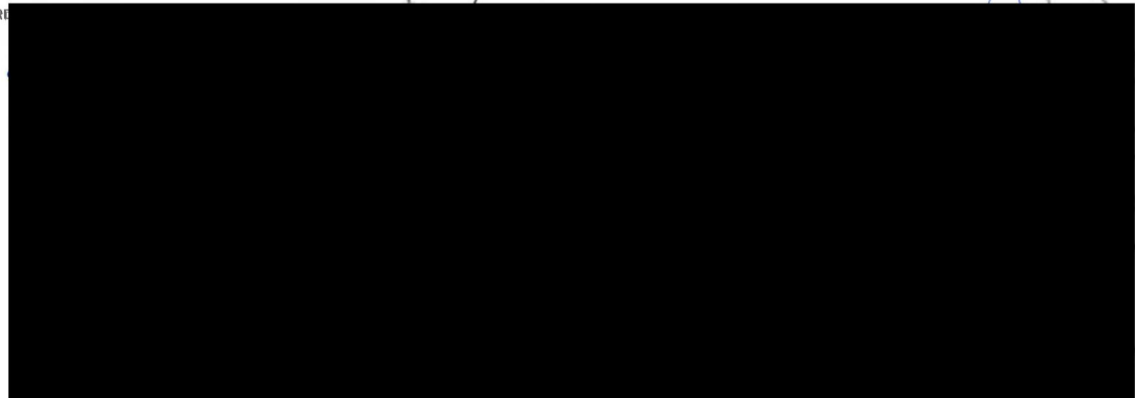
**KEY**

- OPEN SP
- PEDEST
- NEAP

PLAN 3



- KEY**
- S106 BOUNDARY
  - BIRTH



**LAND EAST OF NEWGATE LANE EAST - S106 PLAN 3**



Wading Birds and Brent Geese ■ Habitat Enhancement Scheme (as referred to in SCHEDULE FIVE)

## APPENDIX E – ON-SITE WINTER BIRD MITIGATION STRATEGY

### 1.0 BASELINE

The site comprises a central parcel of F15, currently designated as a Low Use Site for supporting at least 13 lapwing during the winter of 2014-15.

The purpose of the Bird Mitigation Area is to mitigate the loss of F23, a Secondary Support Area designated for its Local Value (although data suggests it does not meet the threshold for Local Value).

### 2.0 MITIGATION DESIGN

The proposed Bird Mitigation Area will provide an open area in perpetuity of c. 2.0 ha achieving the following key design objectives.

#### *Location*

The site is currently part of Low Use Site F15 and is in close proximity to F23 which it is intended to mitigate. Location is therefore suitable.

#### *Clear Site and Flight Lines*

The site currently has a reasonably open aspect, limited only by mature trees present on the north, east and south boundaries. This will be maintained within the BCA design. Proposed boundary security measures comprise a ditch, hedgerows and fencing and will not significantly reduce the open aspect of the site. The proposed open area measures c.2.0 ha. Although smaller than F23, the field compartment is currently a Low Use Site and therefore clearly suitable for supporting wintering birds. It is also larger than a number of other sites within the network including F01, F32, F67, F74A and F82.

#### *Human Disturbance*

A footpath connection is proposed along the northern boundary of the mitigation area. Proposed boundary security measures comprising fencing, hedgerows, ditches and signage will avoid disturbance of birds on site from new or existing residents.

#### *Seasonal Wetlands*

Large seasonal waterbodies forming part of the SuDS network for the site are proposed as part of the Bird Mitigation Area which will provide a suitable foraging habitat for wading birds.

#### *Short Grassland*

The site will be sown with a suitable grassland mix to provide short-sward grassland habitats which are optimal for foraging waders (and consistent with the habitat present at F23).

### 3.0 CAPITAL WORKS

#### 3.1 GRASSLAND

The mitigation area will be established with a grass mix of hard-wearing grasses suitable for grazing geese (including perennial rye grass *Lolium perenne*) and foraging waders 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 arable 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 hedgerow habitats.

### 3.2 BOUNDARY

The boundary of the Bird Mitigation Area will be secured by a stock-proof fence comprising:

- All fencing should be erected in accordance with BS 1722
- Livestock proof fence – Height 1.2m
- High tensile netting
- Topped by two strands of barbed wire (BS EN 10223-1)
- Intermediate posts - 1.8m at 5m centres
- Box section straining post assemblies (end and turning posts 2.3m by 10cm – 13cm) – at changes of direction or 100m spacing

This fencing will prevent access (including by dogs off-lead) and secure the site for grazing by either cattle or sheep.

A new hedgerow will be planted along the north and south boundaries, with reinforcement of the existing eastern and western hedgerows. A ditch will be created along the north boundary to further deter access to the Bird Mitigation Area. The ditch will be c.500mm in depth and the hedgerow will comprise a minimum of 10 native species, although dominated by thorny species including blackthorn *Prunus spinosa* and hawthorn *Crataegus monogyna* to deter access.

### 3.3 ACCESS

Access to the Bird Mitigation Area will be for management and monitoring only. Access will be via a farm access gate at the southern boundary. This will be clearly identified as being for management purposes only with no unauthorised access. This will be a 2m tall mesh gate (approx. 12ft wide) to prevent easy access by climbing.

### 3.4 WETLAND

To improve the habitat suitability for wading birds (either qualifying species for the SPA or part of the qualifying assemblage) it is proposed that wetland habitats are included within the mitigation area. These will comprise the following:

- One large basin c. 3,807m<sup>2</sup>.
- The basin will be constructed using cut and fill to create level features, using embankments where necessary.
- Sides will be 1:3 down to a maximum depth of 0.8m.
- The basin will be of irregular shape.

Water supply for the scrapes will come from rainfall and surface water runoff, including runoff diverted from Catchment B within the proposed development. 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. Soil will be compacted during construction to create stable and impermeable banks and bases. Where necessary, i.e. if soils have high permeability, clay soils or a Bentomat Geosynthetic Clay Liner will be imported as a liner.

### 3.5 SIGNAGE

Signage will be installed at the maintenance access to the Mitigation Area clearly marking it as private land with no public access.

## 4.0 MANAGEMENT

The following management measures are proposed. The capital works described above are the responsibility of the Developer. Long-term management will be the responsibility of an appointed management body.

### 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 FIELD MARGINS

Margins of 6m width will be maintained around the periphery of the cropped 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 cropped 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.

### 4.3 WETLAND

Wetland habitat will be managed to prevent dense vegetation from establishing in margins to comprise of strimming to ground level every two years in late September – early October.

Desilting will be undertaken as required using an excavator, taking place between April and September.

### 4.4 FENCING

It is proposed that capital works use long-lasting posts to minimise the requirement for replacement during the management period. However, spot repairs and rewiring will be required as necessary during the management period. Fencing will be checked for damage or breaches during management visits, with immediate repairs undertaken.

## **4.5 HEDGEROW**

Hedgerows will be cut in early October (to avoid nesting birds) on a three-year rotation (each year to be one side or the top).

## **4.6 DITCH**

The ditch will be managed through periodic clearance in spring when it becomes too densely vegetated. This is estimated to be every five years. Arisings will be left on site.

Desilting will be undertaken as required using an excavator, taking place between April and September.

## **4.7 SIGNAGE**

It is unlikely that signage will require maintenance but replacements will be made over the lifetime of the project as needed.

## **5.0 MONITORING**

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.

## **6.0 RESPONSIBILITIES**

### **6.1 PRE-CONSTRUCTION**

All capital works associated with the construction of the BCA will be the responsibility of the Developer. This will include any and all management until the Bird Mitigation Area is transferred to the Management Organisation. All works will be completed prior to first occupation and the transfer will only take place upon the completion of an audit by the Management Organisation to confirm the Bird Mitigation Area is in a suitable condition for transfer (i.e. all capital works are complete and have been maintained).

### **6.2 LONG-TERM MANAGEMENT**

Long-term management and ownership will be the responsibility of the Management Organisation (see Unilateral Undertaking for details). The Management Organisation will have responsibility for the management of the Bird Mitigation Area in-perpetuity.

### **6.3 STEP IN RIGHTS**

The s106 agreement will include a clause allowing Fareham Borough Council to take over ownership and management of the Mitigation Area in the event it were determined the Management Organisation were not considered to be acting or managing the site appropriately, or for other reasons for which Fareham Borough Council considered it inappropriate for the Management Organisation to continue taking responsibility for the Bird Mitigation Area.

## 7.0 TIMING OF ACTIONS

Table E.1 sets out the timing of on-site management and monitoring operations.













Table E.1: 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.  Create wader scrapes/basins	Year 1 Year 1 Years 10, 20 etc. Year 1 then years 10, 20 etc. 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 field margin to 150 mm in height.	Years 5, 10, 15 etc.
Late September / Early October	Strim banks of wader scrapes/basins and ditch for scrub encroachment. Inspect sediment build-up and remove if necessary.	Years 3, 6, 9 etc.
October	Cut hedgerows. Each year should comprise either top or one side to maintain areas of growth.	Annually
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, 20, 30 etc.

8.0 FIGURE 1 – WINTER BIRD MITIGATION PLAN



KEY

-  Site boundary
-  Existing vegetation
-  Existing boundary hedgerow with thorny species planted with occasional hedgerow trees
-  Indicative hedgerow planting with occasional hedgerow trees
-  Indicative rough grassland field margins alongside hedgerow
-  Short sward grassland (rye-grass/clover mix suitable for wintering birds)
-  Pedestrian connection to bus stop and crossing
-  Indicative ditch
-  Timber post and rail boundary with livestock fencing
-  Indicative maintenance access with field gate
-  Large irregular shaped scrape providing wetland habitat and storage
-  Indicative development parcels
-  Indicative roads
-  Swale to convey water

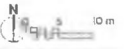
12/09/2022 A First Issue

DATE NO REVISION NOTE

**Figure JWA-O8: Illustrative Landscape Design – Retained Western Field**

Land east of Newgate Lane East, Fareham

CLIENT  
Miller Homes Ltd & Bargate Homes Ltd



DATE  
12/09/2022

SCALE  
1:750@A3

TEAM  
JW/JC

APPRVD  
JWA

DRAWING NUMBER

P20-3154\_EN\_029\_A\_01 V1



## 9.0 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 one required for this project. However, a swale and ditch are included therefore the cost has been maintained at £300/visit.

### Fencing

For the project at Sinah Lane, fencing repairs were based on a cost of £150 per visit (including time and materials). Frequency was estimated at four visits per year for the first five years, with two per year thereafter.

### Ditch

Vegetation management of the ditch is included within the costs for scrape management.

### 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 c.570m therefore two days every three years are allowed.

### 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.

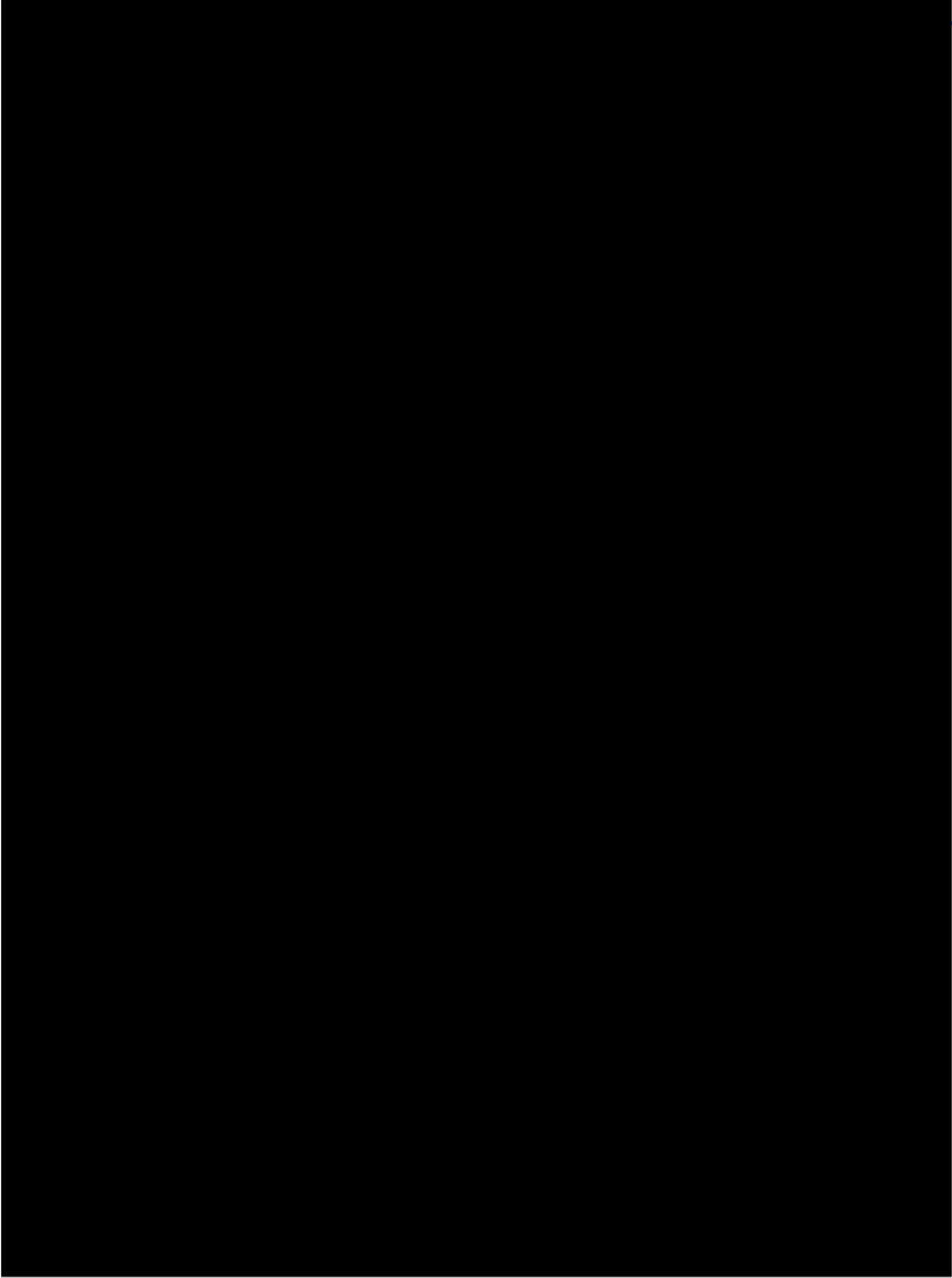
Table E.2 below sets out the estimated costs and total sum for these activities. Costs are increased by 10% to account for increased inflation since the original costings were approved.

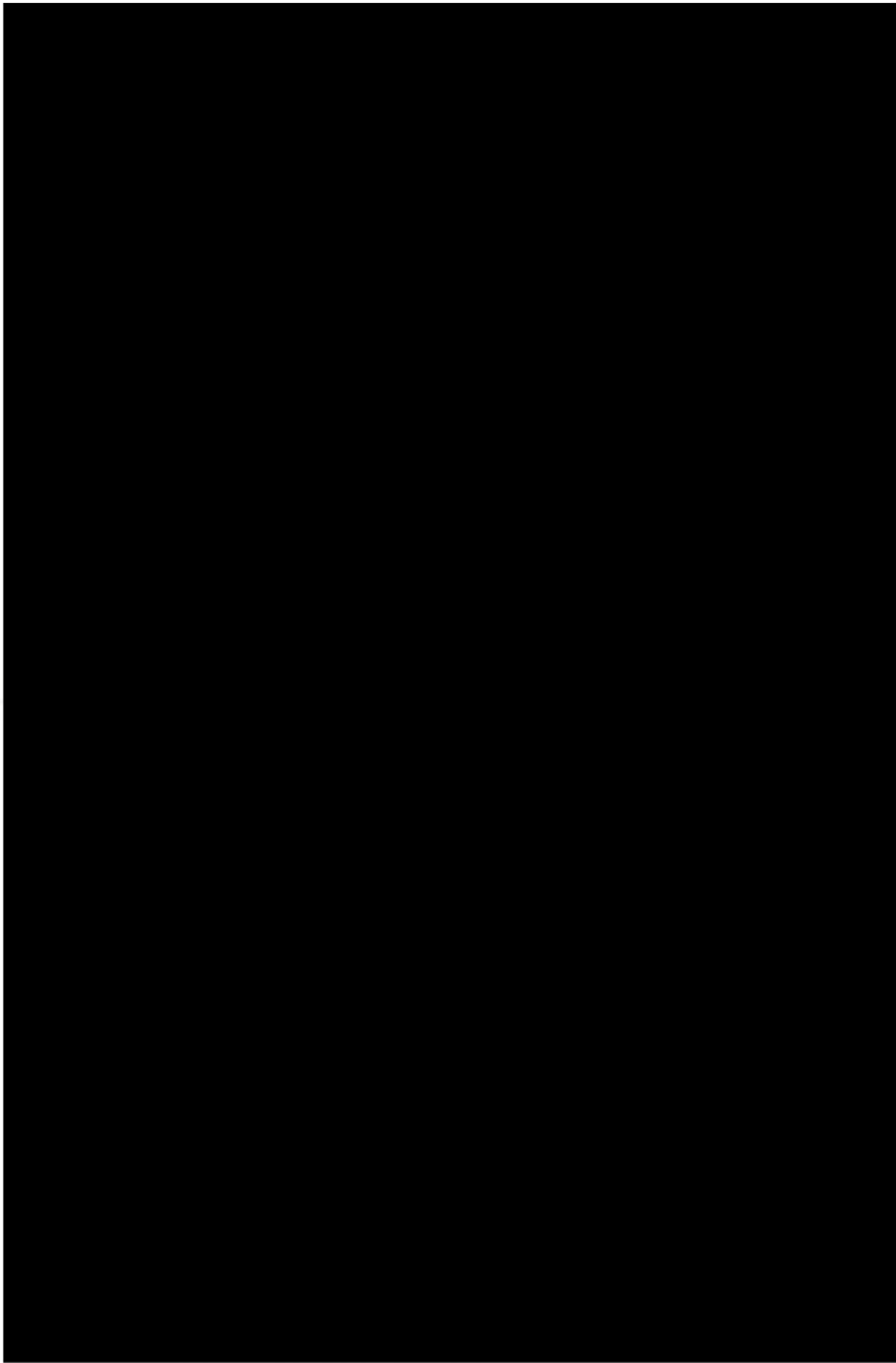
Management Activities	Annual Sum	Total Over 125 years	Explanatory Notes
Grassland agricultural management	£506	£63,250	Supporting establishment of grassland in first 10 years and maintaining via two cuts per year with baling for 125 years.
Scrape management (brushcutting)	£110	£13,750	Based on one visit every three years.
Fencing repair	£224.40	£28,050	
Ditch management	-	-	Included with scrape management.





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







Handwritten scribble or signature mark.