



**LRM**  
PLANNING  
LIMITED

# **Town and Country Planning Act 1990 Appeal under Section 78**

APP/W0340/W/20/3265460

Sandleford Park, Newbury

Bloor Homes and Sandleford Farm Partnership

Appendices prepared by Owen Jones BA Hons Dip TP MSc MRTPI  
(APP/2)

April 2021



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**Appendix 1: West Berkshire Council decision notice 20/01238/OUTMAJ**

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**Applicant:**  
 Bloor Homes and Sandford  
 Farm Partnership

### **PART I - DETAILS OF APPLICATION**

#### **Date of Application**

2nd June 2020

#### **Application No.**

**20/01238/OUTMAJ**

#### **THE PROPOSAL AND LOCATION OF THE DEVELOPMENT:**

Outline planning permission for up to 1,000 new homes; an 80 extra care housing units (Use Class C3) as part of the affordable housing provision; a new 2 form entry primary school (D1); expansion land for Park House Academy School; a local centre to comprise flexible commercial floorspace (A1-A5 up to 2,150 sq m, B1a up to 200 sq m) and D1 use (up to 500sq m); the formation of new means of access onto Monks Lane; new open space including the laying out of a new country park; drainage infrastructure; walking and cycling infrastructure and other associated infrastructure works. Matters to be considered: Access.

Sandleford Park, Newtown Road, Newtown, Newbury

### **PART II - DECISION**

**In pursuance of its powers under the Town and Country Planning Act 1990, West Berkshire District Council REFUSES OUTLINE planning permission for the development referred to in Part I in accordance with the submitted application form and plans, for the following reason(s):-**

1. The proposed development fails to ensure the holistic comprehensive development of the Sandleford Strategic Site Allocation (SSSA), with a view to maximising its potential as a well-planned and sustainable urban extension. The submitted application documentation fails to provide adequate certainty and confidence that this proposal will deliver the required comprehensive development of the SSSA as a whole, along with the co-ordinated and timely delivery of the associated infrastructure, services and facilities necessary to mitigate its impact across the entirety of the SSSA and beyond. The unacceptability of the proposal is exacerbated by numerous inconsistencies in the contents of the various submitted plans and reports, as well as in relation to the proposals for the adjoining site.

The failure to secure the comprehensive development of the SSSA renders this proposal unacceptable and contrary to:- i) Policy GS1 of the West Berkshire

Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017); ii) the Vision, the Strategic Objectives and the Development Principles, including S1, of the Sandleford Park Supplementary Planning Document (Sandleford Park SPD, adopted March 2015); and iii) Policy CS5, CS13, CS14, CS17, CS18 & CS19 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012).

2. Policy CS3 requires infrastructure improvements to be delivered in accordance with the West Berkshire Infrastructure Delivery Plan (IDP, 2016). The IDP identifies the provision of green infrastructure to be necessary infrastructure. Development principle L1 of the Sandleford Park SPD requires a planning application to be accompanied by a clear Strategic Landscape and Green Infrastructure Plan for the whole of the allocated site to integrate the development with the landscape and green infrastructure, and to incorporate the landscape, ecology/biodiversity, drainage and public open space / recreation development principles in the Sandleford Park SPD.

The development proposal fails to secure a consistent Strategic Landscape and Green Infrastructure Plan for the whole of the allocated site.

The proposals for development are uncertain and contradictory, as a consequence of inconsistencies, omissions and unnecessary duplication within and between the relevant submitted drawings and associated reports. For example these include:- green links within the application site and also in relation to the remaining area of the Sandleford Strategic Site Allocation (SSSA); strategic drainage mitigation elements; the location, size and extent of the education land offered as the Park House School extension, in this case proposed to provide a sports pitch; and tree and hedge removals and retention. There is no certainty in the proposal in respect of:- the required mitigation regarding the removal of existing green infrastructure (trees and hedgerow) along Monks Lane frontage to provide the proposed accesses; the future of the important row of mature trees along the southern boundary of Park House School adjoining Warren Road in the context of the need to provide a satisfactory public transport / all vehicle access through to Andover Road.

The unacceptable proposal of piecemeal development of only part of the SSSA gives rise to the need for unnecessary mitigation, which itself would result in harmful impact arising from, for example the proposed emergency access proposals for Development Parcel Central (DPC), incorporated as part of the central valley crossing structure and also the widened cycleway through the country parkland.

The proposed development does not form part of a well-planned comprehensive and satisfactory proposal for the SSSA in accordance with the Sandleford Park SPD, nor does it secure the comprehensive delivery of the intended sustainable urban extension and fails to provide a holistic approach to the landscape, visual impact, green (and other) infrastructure for development of the whole of the SSSA.

For those reasons, this application for only part of the allocated site is considered to prejudice the successful delivery of the development of the SSSA and it is unacceptable and contrary to Policies CS3, CS5, CS14, CS17, CS18 and CS19 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012), Policy GS1 of the West Berkshire Housing Sites Allocations

Development Plan Document (2006-2026) (HSA DPD, adopted May 2017), and the Development Principles, including L1 and F1 of the Sandlesford Park SPD (adopted March 2015).

3. The submitted Landscape and Visual Impact Assessment (LVIA) is unsatisfactory and unacceptable in that it fails to adequately and appropriately assess the landscape and visual impact of the proposed development of the application site, which forms part of a valued landscape. The LVIA was not undertaken using the latest West Berkshire Landscape Character Assessment 2019. As a result, the more up-to-date key characteristics, value attributes, sensitivities have not been identified/updated using the most recent information and this has not informed or influenced the scheme's design. As a consequence, the assessment of effects does not assess the correct Landscape Character Areas (LCAs) (WH2: Greenham Woodland and Heathland Mosaic; or the important interaction with the narrow, but critical UV4: Enborne Upper Valley Floor).

In addition, the LVIA and associated information fail to adequately consider the landscape and visual impact of a number of proposed elements and on a number of existing features, including those listed below:-

- i) the embankment structure within the central valley;
- ii) the suite and extent of encroaching proposals within the northern valley;
- iii) the NEAP and LEAP locations;
- iv) the engineered nature of Sustainable Drainage Systems (SuDS) features, and their close proximity to ancient woodlands;
- v) ancient and other woodlands and their buffers;
- vi) ancient, veteran and category A trees;
- vii) the western access point at the boundary with Sandlesford Park West (SPW);
- viii) the Monks Lane accesses; and
- viii) the creation of emergency accesses and associated works to serve Development Park Central (DPC).

Notwithstanding the above, the submitted LVIA acknowledges that the proposal results in harm, at times significant, to the landscape and visual resources of the site. The proposals fail to take account of key characteristics and special features, which are sensitive and form highly valued components in this complex landscape and they will result in an unacceptable level of harm, with significant impact on the landscape character and visual resources. The application proposals fail to protect or enhance a valued landscape, as set out in NPPF paragraph 170, which also recognises the intrinsic character and beauty of the countryside, including the benefits of trees and woodland.

The lack of an adequate LVIA for the proposed development, and the identified harm to the landscape character and visual resources without sufficient mitigation is contrary to Policies CS14 and CS19 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); Policy GS1 of the West Berkshire Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017); and the Vision, Strategic Objectives and the Development Principles in category L of the Sandlesford Park SPD (adopted March 2015).

4. The Council's policy on affordable housing (CS6 of the Core Strategy) requires a 40% on-site provision for major developments on greenfield sites, 70% of which should be for social rented. Although the application satisfies the overall 40%

affordable housing requirement, it proposes that 70% of that provision to be for a mixture of affordable rented and social rented units. In this respect the proposal is unacceptable and unsatisfactory in that it fails to deliver the required proportion of units for social rent, for which there is the greatest need in the District.

In addition Schedule 8 of the accompanying draft Section 106 Legal Agreement submitted by the applicant proposes 80 extra care units (70x 1-bed & 10x 2-bed), which are all to be provided in one location within Development Parcel Central (DPC) and which form part of the affordable housing provision. Schedule 8 of the draft Section 106 stipulates that in the event that it was not feasible to progress the Extra Care Housing, the said units shall become General Affordable Housing Units. However, the unit mix and spatial distribution requirements of General Affordable Housing within the site are substantially different, to that of Extra Care Housing. Unless the proposal were to be considerably adjusted in good time, such a scenario would result in an unacceptable concentration of 80 units with an unacceptable unit mix. The development would fail to create a successful, sustainable, mixed and balanced community and to make satisfactory affordable housing provision.

Furthermore Schedule 8 of the draft Section 106 also provides that, under certain circumstances, the 30% intermediate housing would be allowed to switch to market housing, failing to make the required 40% affordable housing provision. Should the above occur, this would also result in a material change to the description of the development proposed, for which planning permission is hereby sought.

In all three of the above respects the application would be unacceptable and harmful to the community's need for affordable housing. The application therefore fails to make a policy compliant provision of affordable housing and it is contrary to Policies CS3, CS4 and CS6 of the West Berkshire Core Strategy Development Plan Document (Core Strategy adopted July 2012); the Vision, Strategic Objectives and the Development Principles in category F of the Sandford Park SPD (adopted March 2015); and the affordable housing provisions of the West Berkshire Planning Obligations Supplementary Planning Document (PO SPD, adopted December 2014).

5. This major development proposal, on the larger portion of the Sandford Strategic Site Allocation (SSSA), fails to use this significant opportunity to fully exploit the specific potential of the SSSA's inclined south facing orientation, greenfield status and scale to deliver an exemplar development regarding carbon dioxide emissions reduction, in the form of renewable energy generation, and to deliver a zero carbon residential-led mixed use urban extension. In this respect the proposal fails to demonstrate a high quality and sustainable design or that it would be built to high environmental standards. It is considered to be an unsustainable and harmful development, failing to reduce carbon dioxide emissions through the extensive use of renewables on site and otherwise contributing to climate crisis.

In this respect the proposal is anachronistic, unacceptable, inappropriate, inadequate and unsatisfactory. It is contrary to Policies ADPP2, CS3, CS14 and CS15 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); the Vision, Strategic Objectives and Development Principle R1 of the Sandford Park SPD (adopted March 2015); the West Berkshire Corporate Environment Strategy (2019) and associated Declaration of



Climate Emergency and objective to achieve Carbon Neutrality in West Berkshire by 2030.

6. Development Parcel Central (DPC) would effectively comprise a substantial residential quarter, as well as a local centre which would serve the entire urban extension at Sandford and provide the necessary mix of uses required by the allocation of the site. The piecemeal nature of this development proposal for only the eastern part of the Sandford Strategic Site Allocation (SSSA), and the failure to put forward a well-planned, co-ordinated, comprehensive and holistic development for the SSSA, mean that the proposed development does not on its own provide and/or guarantee the necessary vehicular access through to Andover Road to the west. As a result, DPC would stand as an island with a single point of vehicular access being via the central valley crossing from the north east, forming a very large scale cul-de-sac. This is considered inadequate in urban design terms, in respect of permeability and connectivity.

The application includes two proposals for emergency access, one across the central valley and one along the cycle route within the country parkland. Both of these fail to provide satisfactory vehicular emergency access for DPC and its community. This is unacceptable, inappropriate and unsatisfactory in highways terms, for the necessary emergency and service vehicles, as well as for all the residents and users of DPC. The proposals would result in an unacceptable form of development, failing to provide a successfully integrated urban extension.

Access is not a reserved matter and it is considered that the detailed access proposals fail to provide satisfactory access to DPC and in this respect the proposed access details are inadequate and insufficient and therefore unacceptable.

In addition, the critical issue of access to DPC and the applicant's proposed design response have a number of harmful and unnecessary consequences for the development and the site as follows:-

i) in highways terms satisfactory emergency access could only be provided in this case in the form of two separate and independent access road structures across the entire width of the central valley. The applicant's illustrative solution is for a single substantial earthworks embankment bridge structure instead. This would result in unnecessary and unacceptable harm to:- a) the landscape character and visual quality of the valley; b) trees on the valley side; and c) the ecology of the riparian valley, including the priority habitat of rush pasture, with the area of purple moor grass of county importance. Similar concerns are also raised in respect of the potential adverse harmful impact of the proposed construction access across the central valley to DPC and also to PHS. The proposed central valley crossing embankment would also introduce an unacceptable and unnecessary obstacle to the proposed pedestrian and cycle routes running along the two sides of the central valley, which seek to connect the country parkland and the whole of the SSSA to the Rugby Club site to the north; and

ii) the other emergency access in the form of the Grasscrete widening of the proposed cycleway within the country parkland and its consequent diversion in part from running adjacent to the public right of way (PROW9), would introduce an unnecessary additional element of domestication within the country parkland, which results in unnecessary and unacceptable harm to the landscape character

and visual quality of the landscape, as well as to an ancient woodland (Waterleaze Copse) and associated riparian valley crossing, through which it would pass.

The proposal, by disregarding the importance to deliver a comprehensive and co-ordinated holistic development, is ill-thought out, will cause unnecessary substantial material harm to a whole range of interests of acknowledged importance, would fail to deliver a satisfactory form of development and is therefore unacceptable and inappropriate on a number of levels. In this respect it is contrary to Policies ADPP2, CS3, CS5, CS13, CS14, CS17, CS18, CS19 of the West Berkshire Core Strategy Development Plan Document (CS DPD, adopted July 2012); Policy GS1 of the West Berkshire Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017); and the Vision, the Strategic Objectives and the Development Principles including S1, L1, L2, L4, L6, L7, E1, E2, A1, A2, A6, F1, F2, U1, U4, U5, CA7 & CA9 of the Sandleford Park SPD (adopted March 2015).

7. The application fails to provide sufficient information to demonstrate that the development proposed would not result in a severe impact requiring mitigation on the A34 Strategic Road Network, despite the IDP identifying the A34/A343 junction as critical infrastructure. The proposal is therefore contrary to Policies ADPP2, CS3, CS5 and CS13 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012).
8. The application site includes a network of six ancient woodlands and one other woodland with a number of ancient indicators. All the trees on the site are the subject of a Tree Preservation Order (TPO 201/21/1016-W15-MIXED). In accordance with NPPF paragraph 175(c) ancient woodlands are irreplaceable habitats. Although the submitted documentation refers to the intended provision of 15m buffers to the ancient woodlands and 10m buffers to the other woodland, the proposals indicate that in certain instances works will encroach into the 15m buffers, as in the case of the sports pitch proposed to the south of Barns Copse, or the proximity of conveyancing channels and detention basins in relation to Dirty Ground Copse, Highwood and Slockett's Copse, or the proposed cycle route and Grasscrete works in relation to Waterleaze Copse. The Planning Authority considers that notwithstanding the 15m buffers metric in Sandleford Park SPD, 15m buffers should be a minimum in accordance with Natural England standing advice and the development should be providing appropriate and more generous buffers as appropriate, to ensure unnecessary deterioration and harm to these irreplaceable habitats. At the same time the existing connectivity of Crooks Copse with Highwood and Slockett's Copse, is seriously at risk from the encroachment of the development proposals into the area of the northern valley, significantly narrowing that corridor beyond what is envisaged by the SP SPD. Furthermore the proposed drainage strategy gives rise to concerns in respect of potential direct surface water drainage from Development Parcel Central (DPC) and Development Parcel North 2 (DPN2) into the adjacent Dirty Ground Copse and Slockett's Copse respectively.

The proposed development fails to provide acceptable indications, and therefore sufficient confidence and certainty, that the proposed development will not cause the avoidable deterioration of and harm to the ancient woodlands on site. The application proposal fails i) to adequately set out and explain any wholly exceptional reasons which apply in this case and justify any such harm; and ii) to

clearly set out the suitable compensation strategy that would be put in place to address this harm.

In this respect the application is unacceptable, inappropriate and contrary to Policies CS3, CS14, CS17, CS18, CS19 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); Policy GS1 of the West Berkshire Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017); and the Strategic Objectives and Development Principle L4 of the Sandford Park SPD (adopted March 2015).

9. In addition to the woodlands the site contains many individual trees and also others forming part of hedgerows. All the trees on the site are the subject of a Tree Preservation Order (TPO 201/21/1016-W15-MIXED).

The proposal will result in the loss of an ancient oak (T34) and the potential loss of a veteran oak (T127) to facilitate aspects of the development. In both cases the application has failed to explain why their loss cannot be avoided, as it appears that it could be, and to set out the wholly exceptional reasons and to provide details of the suitable compensation strategy that would justify their loss.

The proposal will also result in works within the root protection area of four other veteran trees and their potential deterioration, the loss of a category A tree within the central valley and the loss of a number of trees and hedgerow in relation to the extension land to PHS. All these works appear to be avoidable and the proposal does not demonstrate alternative approaches to avoid such harm to trees that are the subject of a TPO.

The proposal will also result in the extensive loss of trees and hedgerow along Monks Lane without satisfactory strategic mitigation, to the detriment of the amenity, visual quality and verdant character of this important thoroughfare street scene.

The proposed development will cause harm to a number of irreplaceable priority habitats comprising ancient and veteran trees and a number of other important trees that are the subject of a TPO, without satisfactory justification and compensation / mitigation. The proposal is therefore poor, unacceptable and inappropriate and contrary to Policies CS17 and CS18 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); and the Strategic Objectives and Development Principle L4 of the Sandford Park SPD (adopted March 2015).

10. The proposal seeks to set aside part of the site to form an extension to Park House School in order to mitigate the impact of the development proposed on secondary education provision, as required by Policy CS3 of the Core Strategy. The applicants have proposed that the expansion land to be provided is used to facilitate the identified need for an additional sports pitch. The proposal however will result in the loss of the ancient tree (T34), as well as a number of trees and hedgerow along its western boundary, while also encroaching onto the buffer of the Barns Copse ancient woodland. It is apparent that these impacts could be avoided by a small increase in the area of proposed expansion land to be secured, the size of which remains inadequate, or, through an alternative proposal for the alterations to the school.

The proposal is unacceptable as it stands and as a result the proposal would fail to make adequate provision in relation to secondary education, to mitigate the needs of the development and to also ensure the satisfactory provision of a sports pitch. The proposal is therefore contrary to Policy CS3 and CS5 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); policy GS1 of the West Berkshire Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017); and the Vision, Strategic Objectives and design Principles S1 and F1 of the Sandleford Park SPD (adopted March 2015).

11. It is considered that the proposed development gives insufficient regard to the post-construction adverse impacts on the existing retained habitats. The current proposals are expected to lead to:-
- i) a gradual but significant decline in the quality of the habitats on site, such as:- ancient woodland, rush pasture (including Purple Moor Grass), ponds, riparian/fluvial habitats, secondary woodland / Lowland mixed deciduous woodland, hedgerows, and Woodpasture and Parkland BAP priority habitat; and
  - ii) an unacceptable reduction in the suitability of habitats for a number of protected species, such as:- bats, reptiles, skylarks, lapwings, dormice and badgers; and also notable species such as native amphibians and hedgehogs.
- These are caused by increased anthropogenic pressures on the site which have neither been adequately considered, nor mitigated for with appropriate compensation measures.

Furthermore, the submitted Biodiversity Net Gain Assessment (ES Vol. 3 Appendix F2 1) is considered inadequate as it does not account for the degradation of the retained existing habitats.

In addition there are a large number of inconsistencies within the submitted documentation, and the considerations being made have the potential to also have an adverse impact of the local natural environment, with environmental impacts not adequately addressed / mitigated for.

The proposal is unacceptable on ecological and biodiversity grounds and it is contrary to Policies CS14, CS17 and CS18 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); Policy GS1 of the West Berkshire Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017); and the Vision, Strategic Objectives and Design Principle L4 of the Sandleford Park SPD (adopted March 2015).

12. The proposed development could have potential significant effects on European Designated Special Areas of Conservation (SAC), namely Kennet Valley Alderwoods SAC, Kennet and Lambourn Floodplain SAC and the River Lambourn SAC. With regard to the Conservation of Habitats and Species Regulations 2017, the proposal provides insufficient information regarding the likely impacts on air quality of the development proposed. The lack of provision prevents the necessary assessment of the potential significant effects on these SACs and any necessary mitigation required. The proposal does not include the information that is necessary to determine the significance of these impacts and the scope for mitigation.

The lack of sufficient information is contrary to the Conservation of Habitats and Species Regulations 2017, Policies CS17 of the West Berkshire Core Strategy

Development Plan Document (CS DPD, adopted July 2012) and Policy GS1 of the West Berkshire Housing Sites Allocations Development Plan Document (2006-2026) (HSA DPD, adopted May 2017)

13. The proposal does not provide sufficient information in respect of:-
- i) the interrelationship of surface water runoff between the application site and the remainder of the Sandleford Strategic Site Allocation;
  - ii) the impact of the proposed conveyance channels on ground water levels; and
  - iii) the impact of surface water runoff on ancient woodland.

In the absence of that information there is potential for adverse impact on ground water and the woodlands.

Furthermore, the proposed drainage strategy proposes detention basins within the country park (A, B and C) with approximately the same surface area in square metres as volume in cubic metres, resulting in basins approximately 1 metre in depth with near vertical sides. This would be unacceptable as basin side slopes should be constructed ideally with a 1 in 4 gradient in accordance with SuDS Manual C753. The use of conditions to address this concern would not be reasonable given the limited area around the basins and high potential to detrimentally impact on existing streams (which require an 8 metre buffer zone on both sides), proposed footpaths and ancient woodland.

In addition, the Drainage Strategy Plan submitted (ES Vol. 3 Appendix K1, drawing number 10309-DR-02) is incomplete, omitting a significant element of green infrastructure comprising the River Enborne, appears to show surface water flowing almost in line with the contours in several places, rather than angled to them as would be expected. Furthermore, surface water flow appears to be directed through the ancient woodlands of Dirty Ground Copse and Slockett's Copse which is unacceptable due to potential ecological damage that would cause. With regard to the status of those woodlands as irreplaceable habitats, the development proposal has failed to determine through modelling that new surface water flow will not detrimentally affect the ancient woodland.

The lack of sufficient information prevents a full consideration of the impact of the proposed development on ground water levels and ancient woodlands and the necessary mitigation required. Furthermore, the provision of acceptable and adequate detention basins are unlikely to be achievable whilst respecting the existing watercourses, proposed pedestrian infrastructure and ancient woodlands. As such the proposal is unacceptable and contrary to Policies CS3, CS14, CS16, CS17 and CS18 of the West Berkshire Core Strategy Development Plan Document (Core Strategy, adopted July 2012); the Vision, Strategic Objectives and Development Principle H1 of the Sandleford Park SPD (adopted March 2015); and the West Berkshire Sustainable Drainage Systems SPD (adopted 2018).

14. The development fails to secure satisfactory Section 106 planning obligation/s to deliver the necessary infrastructure, mitigation and enabling works (on and off site), including in terms of: affordable housing, travel plan, highway works including pedestrian and cycle facilities (off-site), country parkland, public open space and play facilities, sports pitch provision, other green infrastructure, public transport, primary and secondary education, healthcare and local centre, including community and commercial uses.

The application is therefore contrary to Policies CS3, CS4, CS5, CS6, CS13, CS17, CS18 of the West Berkshire Core Strategy Development Plan Document (CS DPD, adopted July 2012); the Vision, Strategic Objectives and the Development Principles of the Sandford Park SPD (adopted March 2015); and the West Berkshire Planning Obligations Supplementary Planning Document (PO SPD, adopted December 2014).

**If you require further information on this decision please contact the Council via the Customer Call Centre on 01635 519111.**

**INFORMATIVE:**

1 In attempting to determine the application in a way that can foster the delivery of sustainable development, the local planning authority has approached this decision in a positive way having regard to Development Plan policies and available guidance to try to secure high quality appropriate development. In this application whilst there has been a need to balance conflicting considerations, the local planning authority has also been unable to find an acceptable solution to the problems with the development so that the development can be said to improve the economic, social and environmental conditions of the area.

2 This decision to REFUSE the proposed development is based on the following plans and reports:

Location Plan (drawing number 14.273/PP01 RevB);  
Land Use and Access Parameter Plan (drawing number 14.273/PP02 RevH1);  
Green Infrastructure Parameter Plan (drawing number 14.273/PP03 RevG1);  
Building Heights Parameter Plan (drawing number 14.273/PP04 RevG1);  
Parcelisation Plan (drawing number 14.273/PP05 RevB);  
Strategic Landscape and Green Infrastructure Plan (drawing number 04627.00005.16.632.13);  
Country Park Phasing Plan (drawing number 04627.00005.16.306.15);  
Monks Lane Eastern Site Access (drawing number 172985/A/07.1);  
Monks Lane Western Junction Access (drawing number 172985/A/08);  
Illustrative Layout Plan (drawing number 171);  
Access Road Plan (drawing number 14.273/928);  
Combined Land Use and Access Parameter Plan (drawing number 14.273/PP02 RevI);  
Combined Green Infrastructure Parameter Plan (drawing number 14.273/PP03 RevH);  
Combined Building Heights Parameter Plan (drawing number 14.273/PP04 RevH);  
Combined Strategic Landscape and Green Infrastructure Plan (drawing number 04627.00005.16.633.14);  
Planning Statement (May 2020, Issue A);  
Affordable Housing Statement (May 2020, Issue A);  
Transport Assessment (March 2020);  
Environmental Statement (Non- Technical Summary, Vol. 1 - Main Report, Vol. 2 A3 Figures, Vol. 3a & 3b Appendices; March 2020);  
Design and Access Statement (February 2020, Issue 8);  
Energy and Sustainability Statement (December 2019, 2017.013.001b);  
Draft S106 Agreement (6th May 2020, 2112295/AZT/SKA01);  
Response to Reasons for Refusal To Application 16/03309/OUTMAJ (May 2020);  
Draft Planning Conditions (May 2020, Issue A);  
Memorandum of Understanding (6th May 2020);

Statement of Community Engagement (March 2018).

3 This application has been considered by West Berkshire Council, and REFUSED. Should the application be granted on appeal there will be a liability to pay Community Infrastructure Levy to West Berkshire Council on commencement of the development. This charge would be levied in accordance with the West Berkshire Council CIL Charging Schedule and Section 211 of the Planning Act 2008.

Decision Date :- 13th October 2020



**Gary Lugg**  
**Head of Development and Planning**

## **TOWN AND COUNTRY PLANNING ACT 1990**

### **Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions**

#### **Appeals to the Secretary of State**

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against the local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online using the Planning Portal at [www.planningportal.co.uk](http://www.planningportal.co.uk).
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

#### **Purchase Notices**

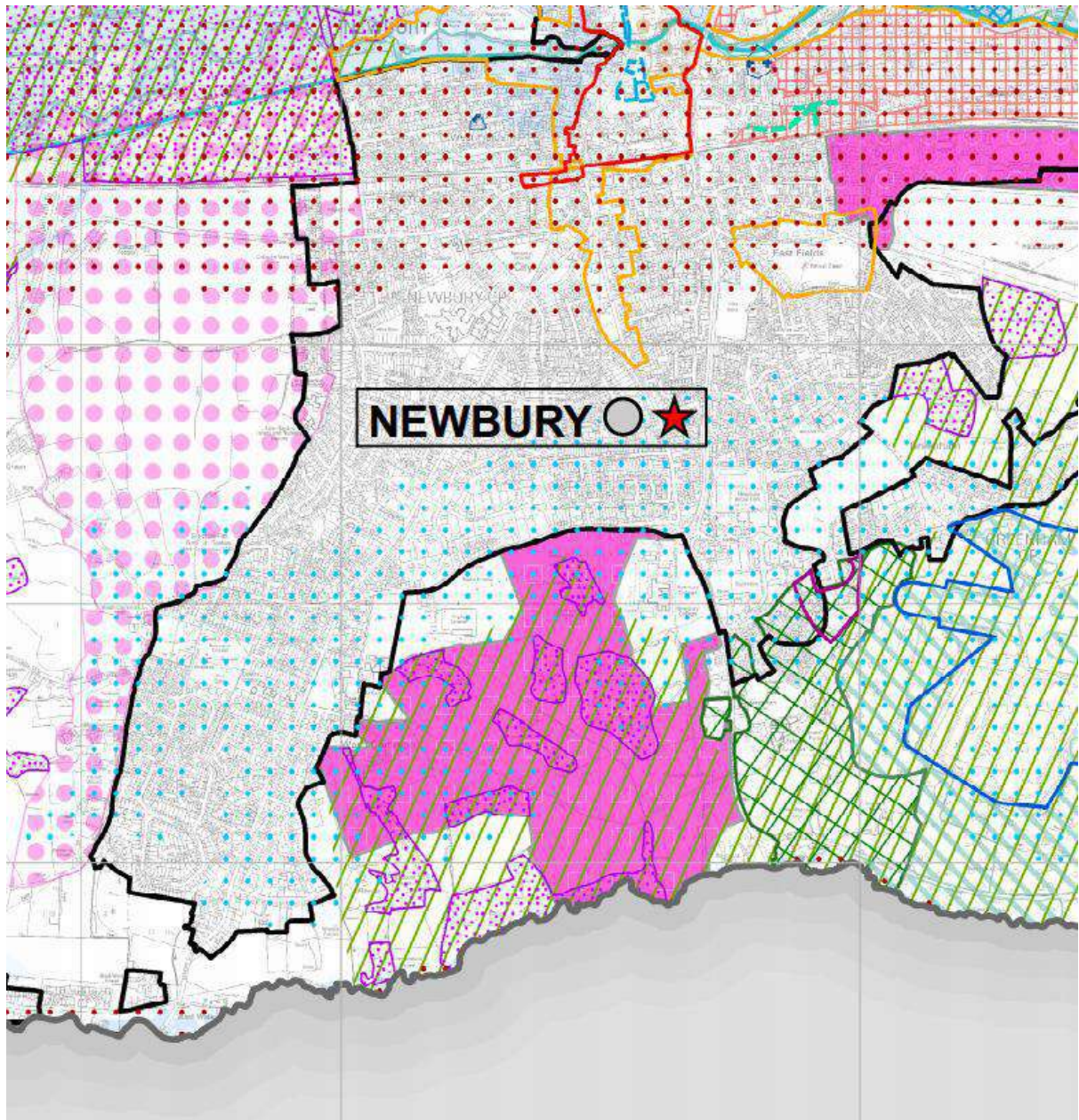
- If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.





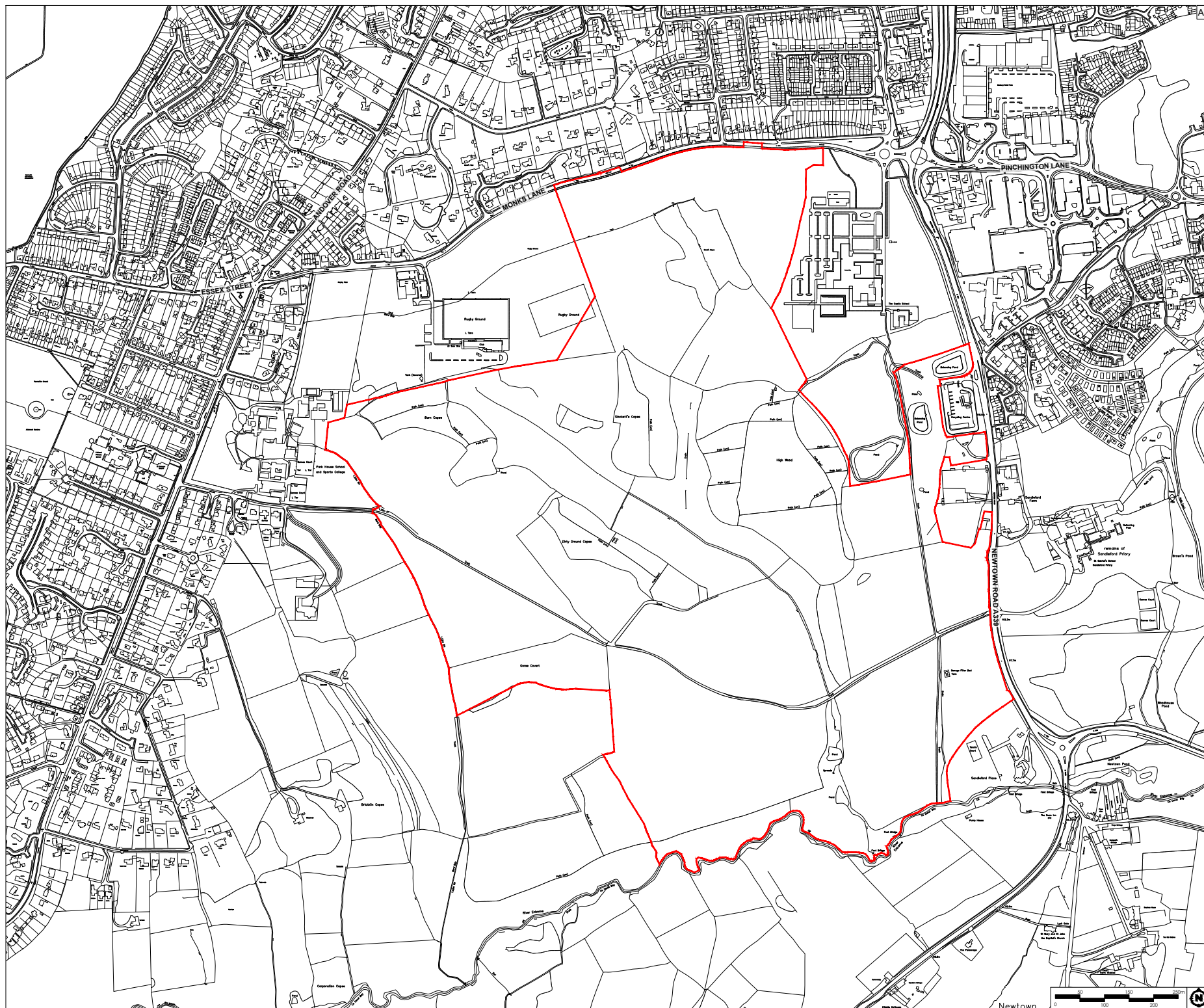
**Appendix 2: Sandleford Park Strategic Allocation –  
extract Core Strategy Proposals Map**


West Berkshire Core Strategy Policies Map – Extract – Sandford Park Strategic Site





### **Appendix 3: The Appeal Site**



KEY - to be read in conjunction with plans PP02, PP03 and PP04  
 Sandleford Park Application Boundary

Final Planning Issue

CLIENT  
**BLOOR HOMES**

PROJECT TITLE  
 Sandleford Park,  
 Newbury  
 DRAWING TITLE  
 PARAMETER PLAN  
 Application Boundary

DATE	DRAWN	CHECKED	AUTHORISED
06 Apr 2018	BD	AB	AB
NUMBER	REV.	SCALE	
14.273/PP01	B	1:5000 @ A2	

**Boyer**



cardiff | colchester | london | **20** | twickenham | wokingham

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 Boyer Planning Ltd, Crowthorne House, Nine Mile Stile, Wokingham, Berkshire, RG40 3JZ



#### **Appendix 4: Context Plan - extract from Design and Access Statement**

# PART A : BACKGROUND















## 2. RESPONDING TO CONTEXT

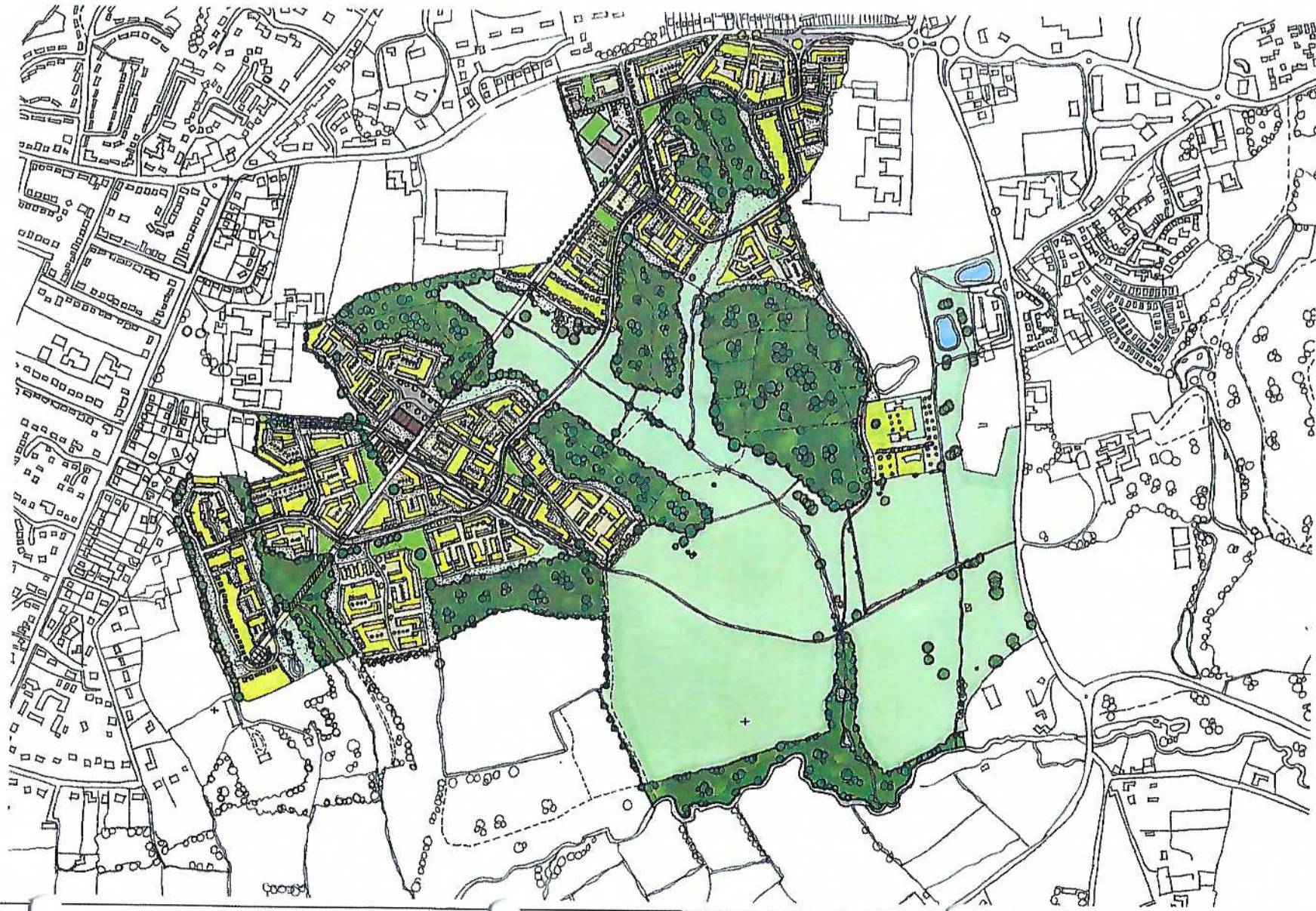


Fig. 8: Aerial Map of the site showing key features



**Appendix 5: WYG Masterplan 2010 submitted by WBC to Core Strategy Examination**

- |                                                                                   |                                        |                                                                                   |                                                     |                                                                                     |                                |
|-----------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------|
|  | Existing Woodland                      |  | Proposed Green Link with flexible zone around trees |  | Proposed Primary school        |
|  | Formal Open Space                      |  | Proposed Woodland Buffer                            |  | Proposed Village Square        |
|  | Existing Dwellings                     |  | Proposed Dwellings                                  |  | Proposed SUDS / Drainage Ponds |
|  | Existing Commercial / School Buildings |  | Proposed Commercial Uses                            |  | Proposed Country Park          |
|  | Proposed Green Link                    |  | Proposed Sustainability Centre                      |                                                                                     |                                |



Sandford Park, NEWBURY

**PROPOSED MASTER PLAN REV A**

DWG N°: HP07098

Drawn: LJ

Checked: SG

Scale: 1:5,000 @ A2

Date: 29.05.10

Notes:

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The Loft  
 St Clair's Farm  
 Wickham Road  
 Croxford  
 Hampshire  
 SO32 3PW

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 www.wvg.com







## Appendix 6: LPA Correspondence 2014

9<sup>th</sup> July 2014

Mr O Jones  
Boyer Planning  
18 Oak Tree Court  
Mulberry Drive  
Cardiff Gate Business Park  
Cardiff  
CF23 8RS

(By email only)

**Planning & Countryside**  
Council Offices  
Market Street, Newbury  
Berkshire, RG14 5LD

**Our Ref:**  
**Your Ref:**

**Please ask for:** Katherine Goodchild  
**Contact Centre:** 01635 519111  
**Fax:** 01635 519408  
**Email:** kgoodchild@westberks.gov.uk

Dear Mr Jones,

**RE: Sandleford Park**

I write with regard to the above development and further to our recent meetings. There are currently two main issues arising from our previous discussions which I consider necessary to raise at this stage and I will address them in turn below.

**1. Lack of a Comprehensive Development Scheme**

Based on our previous discussions, we understand that, due to issues between the landowners, the allocated site is no longer proposed to be developed holistically nor be the subject of one overall outline planning application but instead the development site will be brought forward and applied for in separate parcels. We have reviewed this situation in some detail and do find it a concern that this is the proposed approach for the development of the site.

The concept for the site has always been to deliver the site holistically as one comprehensive development proposal. Indeed this is a thread running through the Sandleford Park Supplementary Planning Document (SPD) which includes statements such as "In order to secure the infrastructure requirements of the development it is anticipated that there will be an outline planning application for the whole site...". Furthermore there are specific requirements for information related to the whole site such as the need for the planning application to be "accompanied by a Strategic Ecological Enhancement Plan for the whole site".

I believe that the development coming forward in a comprehensive manner has been the expectation of everyone involved in the discussions to date. The SPD was produced in collaboration with the landowners at Sandleford Park and they would also have been very aware of the requirement for a comprehensive approach.

For the development to come forward with such a piecemeal approach, I do find it difficult to see how the authority can properly assess the development as a whole to ensure that across the site it achieves the vision and the objectives set out, together with the delivery of the necessary infrastructure. I also fail to see how the development

of the site can be delivered as "one community" when it is coming forward in a piecemeal fashion and with no agreed masterplan/vision for the whole site in place.

I would like to draw your attention to a recent appeal decision (copy enclosed), which had similar issues, and the Inspector, amongst other matters, found that "masterplanning is justified here if the development of 2,200 houses is to proceed in a proper phased manner and for the landowners/developers to act together to deliver a well planned urban extension that has the necessary infrastructure..." and concluded on this issue that the proposal would harm the delivery of a comprehensive development. I would also draw your attention within this decision to paragraphs 42-62 regarding the matter of infrastructure, and particularly education contributions, which may also be of interest to your site coming forward.

Having regard to the above issues, I would strongly encourage the joint working between all the landowners and developers in finding a way to deliver the site comprehensively and come forward with a masterplan (which has been jointly prepared and agreed between the developers and all landowners) for the whole site and for that to then be agreed with the local planning authority prior to any outline planning application for the whole of the allocated site being made.

I also consider it important to bring to your attention that our concerns are such that the local planning authority is currently taking steps to amend policy CS3 of the adopted Core Strategy to include a requirement for a comprehensive masterplan for the whole site to be agreed with the Council and for that masterplan to become an important material consideration in the determination of subsequent planning applications. Whilst such a change to the policy will be subject to formal consultation and examination in due course, I consider the step of jointly preparing a masterplan at this stage for agreement between all the parties involved to be a pragmatic approach.

## 2. Access

The accesses and the need for 'X' number of accesses has already been the subject of much debate and discussion during previous meetings.

The current wording of policy CS3 sets out that "Two vehicular accesses will be provided off Monks Lane with an additional sustainable transport link for pedestrians, cyclists and buses provided from Warren Road onto the Andover Road".

I maintain the opinion that this wording, together with the comments in the SPD which states that "If changes are made...to the evidence base which underpins the policy requirements, then the infrastructure requirements may need to be updated", does not preclude the local planning authority from requiring further accesses.

The SPD also sets out that opportunities for other accesses should be explored in order to ensure good permeability through the site and it is also set out how it is the Council's preference that an all vehicle access onto the A339 and an all vehicle access link through Warren Road should be explored.

The current position of the Highways Authority is that, based on updated evidence, it is essential that at least three all vehicle accesses serving the site be provided although the preference would be for four accesses to be provided. Please also note that the

desire of Members is to have four accesses and any less than this may, as I have already indicated, result in refusal of the application by Members at Committee.

As we discussed previously, your intention is to make an outline application for a major part of the site which will include two accesses off Monks Lane. However, having reflected on that proposal coming forward, I must advise that such an application would clearly not comply with policy CS3 given that, notwithstanding the requirement for an additional all vehicular access/es based on updated evidence, the proposal does not even provide the sustainable transport link as required by the policy. On that basis alone the application is likely to be recommended for refusal by Officers.

I understand the issue with providing an access (either as a sustainable transport link or as an all vehicle access) from your client's site to the Andover Road along Warren Road, is due to the fact that the land required for this is land outside the control of your client and the relevant landowners. This seems to further emphasise that a collaborative arrangement between the developers and all the landowners across the whole site is a sensible way forward as suggested above.

Likewise, providing an access from your client's site to the A339 involves third party land which in this case involves land at Newbury College. There is an opportunity for this access to be facilitated and the door to these discussions with the College is open. You may wish to speak to the College directly to ascertain their position in this regard and I would suggest contacting Anne Murdoch, Principal of Newbury College ([a-murdoch@newbury-college.ac.uk](mailto:a-murdoch@newbury-college.ac.uk)) to discuss this further.

At our previous meeting on 02/06/14 one of the matters discussed related to access and how the additional accesses are to be brought forward given that they are on land outside of your client's control. Having reviewed this and having read your draft minutes of the meeting it appears that there has been some misunderstanding over what is required, for which I apologise. The current position of the Highways Authority is set out above, and whilst we fully understand the issues involved, these do not outweigh the requirement for the policy to be complied with and further reinforces the need for collaborative working between all the landowners and developers. Whilst we have tried to find an alternative way forward to try and get the development proposal to a point where it might be found to be acceptable in this regard, this is not considered to be possible, and compliance with the policy is a determining factor.

On the matter of accesses, I consider it important to bring to your attention that in seeking to amend policy CS3 as described above, the local planning authority is also taking steps to amend policy CS3 with regard to the requirement for additional accesses and the type of accesses required. Clearly such a change to the policy will also be subject to formal consultation and examination, however, I consider it necessary to draw your attention to this change in policy as early as possible in the process so that it may be taken account of in any plans coming forward from here.

### 3. Changes to Policy CS3 and the SPD

I have outlined above some of the proposed changes to policy CS3 of the adopted West Berkshire Core Strategy. Please note that further changes may be made and the SPD will also be amended and updated as necessary. One further change to the policy which I can advise you of at this stage, is the change to the education requirements to require the provision of two 2 form entry primary schools (each with a

nursery class), the enlargement of Park House School, a stand alone pre-school and a satellite Children's Centre. These changes are in line with what was discussed with my Education colleagues during the meeting on 02/06/14.

#### 4. Conclusion

In view of all the above issues and concerns, this does seem to me to strike a clear need for collaborative working between your clients and the Sandleford Farm Partnership and Mr Norgate in order to bring this allocated development site forward holistically rather than with a piecemeal approach. My view is that by the parties working together to prepare a masterplan for the site this can provide the context for subsequent planning applications which will enable the site to come forward and be developed in a comprehensive manner and in a way that complies with the policy, secures all the necessary infrastructure and achieves the aims and objectives of the Sandleford Park SPD whilst meeting the overall vision for Sandleford Park to be a vibrant and well designed community which is a desirable place to live.

I trust this is of use and clarifies our position on these matters.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'KG', with a small flourish at the end.

**Katherine Goodchild**  
**Principal Planning Officer**

16th October 2014

Mr O Jones  
Boyer Planning

(By email only)

**Planning & Countryside**  
Council Offices  
Market Street, Newbury  
Berkshire, RG14 5LD

**Our Ref:**  
**Your Ref:**

**Please ask for:** Katherine Goodchild  
**Contact Centre:** 01635 519111  
**Fax:** 01635 519408  
**Email:** kgoodchild@westberks.gov.uk

Dear Mr Jones,

**RE: Sandieford Park**

I write further to recent discussions concerning the way forward and your indication that an application is to be submitted in due course. As set out in my previous letter dated 9<sup>th</sup> July 2014, the Council considers it important for a Masterplan (which has been jointly prepared and agreed between the developers and all landowners) for the whole site to be agreed with the local planning authority prior to any application being made.

As you are aware our concerns on the current fragmented approach to developing the site are such that the Council has proposed a change to policy CS3 of the adopted Core Strategy to require a comprehensive Masterplan for the whole site to be agreed with the Council and for that Masterplan to become an important material consideration in the determination of subsequent planning applications.

My advice to you in my previous letter was that I considered the step of jointly preparing a Masterplan at this stage for agreement between all the parties involved to be a pragmatic approach although clearly the proposed changes to the policy remain subject to examination. I am unable to advise on the timings for this examination, however, weight will be afforded to the proposed changes which will clearly gain as the changes to the policy progress.

With regard to the Masterplan, I thought it might be helpful if I set out and clarify what the Council considers should be contained within the Masterplan. Hopefully this will assist you in preparing any such plan ahead of an application. I have written a similar letter to Mark Norgate at Donnington New Homes.

In terms of background, you will be aware that the site was allocated by the Council through the plan-led system in its entirety. This was to ensure, as a key principle of the development, a comprehensive approach to the delivery of the site for reasons that included the need to ensure that infrastructure and community facilities would be considered in a comprehensive manner. The Council's approach was fully supported by the Inspector at the Core Strategy Examination who confirmed in his report of July 2012 that "This has the benefit of ensuring that the optimum approach to development

in this area is achieved rather than development taking place over time in a series of smaller proposals resulting in a more piecemeal approach”.

The SPD takes forward this principle, with a number of references of the need to deliver the site holistically, as one community.

A Masterplan for the whole site will therefore enable a holistic approach to a well-planned coherent development of buildings and spaces across the site which maximises the potential of the site. Masterplans can be prepared for any site, however, I consider them to be particularly appropriate for proposals where there will be large-scale change such as housing developments and in situations such as this where there are multiple developers and/or landowners.

The Masterplan, and the expectations of the level of detail on that plan, also appears to build on the need, as set out in the SPD, for any outline application to “provide as a minimum:

- Details of uses proposed across the site,
- The amount of development for each use,
- An indicative layout,
- Parameters for the sizes of buildings; and
- Indicative access points.”

My understanding of a Masterplan is that it is a plan that describes and maps an overall development concept, setting out details to include land use and the layout of built form, green spaces, infrastructure, green links, and services. I accept that some details may be indicative where an outline application is submitted and depending on what matters are sought for approval. However, the Masterplan will at least enable an overall understanding of how the development has been planned and guide a top level assessment of the proposal in the long term. I would also look for details of the phasing of the development to be included as part of the Masterplan.

It may also be useful to include a Masterplan statement alongside the Masterplan to expand on what is shown and explain the rationale behind the development concept although these details may also come through the comprehensive Design and Access Statement which is also required as part of any application.

Paragraph 032 of the Planning Policy Guidance is also helpful and includes advice on Masterplans which essentially supports my understanding of a Masterplan. For your ease of reference, I have set out this paragraph below.

*“Masterplans can set out the strategy for a new development including its general layout and scale and other aspects that may need consideration. The process of developing masterplans will include testing out options and considering the most important parameters for an area such as the mix of uses, requirement for open space or transport infrastructure, the amount and scale of buildings, and the quality of buildings.*

*Masterplans can show these issues in an indicative layout and massing plan where the shape and position of buildings, streets and parks is set out. Masterplans can sometimes*

*be submitted for outline planning permission or they can be adopted as local policy requirements.*

*Care should be taken to ensure that masterplans are viable and well understood by all involved. In particular graphical impressions of what the development will look like should not mislead the public by showing details not yet decided upon as certainties. Masterplans, briefs and site policies can stay in place for a long time. They need to be flexible enough to adapt to changing circumstances."*

By way of examples as to the minimum level of detail I would expect on a Masterplan, please find attached the Masterplan which has been submitted to this Council as part of application 14/01730/OUTMAJ at Firlands Farm, Hollybush Lane, Burghfield Common. This is an outline application with access only at this stage falling to be considered. The Masterplan is clearly illustrative however the detail on the drawing is such that the layout of the built form, to include key note buildings, together with the layout of the roads and green spaces and links across the whole site can be gauged.

I am also aware of a Masterplan for the Sandleford site, prepared by WYG, which was submitted during the Core Strategy examination. The detail on that plan included many of the details that I consider necessary to be shown on a Masterplan as set out above, although clearly the details on such a plan will need to take account of the development as now proposed and its associated requirements. I have attached a copy of this plan for your reference.

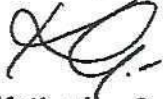
In addition to the Masterplan, the Council considers that the submission of an agreed Infrastructure Delivery Plan for the whole site is appropriate, as envisaged by the SPD. It is crucial for the Council to be able to assess the proposed infrastructure delivery across the site as a whole, to ensure that the provision is sufficient in relation to what is being proposed, and also that it is well timed in terms of its delivery.

In terms of the plan tabled at our previous meeting on 15<sup>th</sup> September 2014, as will be clear from my comments above I would not consider this plan to constitute a Masterplan but rather a landuse parameter plan. The Core Strategy sets out that an SPD or Masterplan will be prepared for the site and the Council subsequently took a decision to prepare an SPD for the Council to guide the future development of the site. That would not, in my opinion, negate or reduce the importance of a developer preparing a Masterplan to accompany an application which builds on the SPD (and the Masterplan Framework contained therein) and which shows how the development on the site can be planned for and progressed in a coherent manner. It is disappointing that the level of detail on the plan tabled during our meeting does not go much beyond the Masterplan framework plan set out in the SPD at Figure 13. I am also not aware that this plan has been agreed by Mark Norgate as landowner of the remainder of the site. Any Masterplan submitted needs to be agreed between all the parties who are to develop the site.

I trust the above guidance is of use in clarifying our expectations for a Masterplan and assists you in moving forward.



Yours sincerely,

A handwritten signature in black ink, appearing to be 'K.G.', written in a cursive style.

**Katherine Goodchild**  
**Principal Planning Officer**

Approved schemes: Hollybush Lane, Burghfield Common				
Scheme Type	Units	sq.ft	Total sq.ft	Max. Units
<b>Open Market</b>				
Type A	2 bed	2,600	18,000	5
Type B	3 bed	2,800	2,800	4
Type C	3 bed	3,800	2,300	4
Type D	4 bed	3,800	8,600	4
Type E	4 bed	4,150	13,900	10
Type F	4 bed	1,500	9,900	8
Type G	4 bed	1,120	9,900	7
Type H	3 bed	1,800	3,000	3
Type I	3 bed	800	8,100	6
Type J	3 bed	850	2,550	3
Type K	2 bed	850	2,125	11
Type L	3 bed	920	3,150	11
<b>Total</b>		<b>54,070</b>		<b>77</b>
<b>Affordable</b>				
10	3 bed	750	18,000	10
20	3 bed	600	18,000	20
	<b>Total</b>		<b>36,000</b>	<b>30</b>
<b>Grand Total</b>			<b>130,270</b>	<b>107</b>
Nettable area (m <sup>2</sup> )				9.7
Gross floor area (m <sup>2</sup> )				1,414

- Key**
- Site boundary (6.063 Ha)
  - Built form
  - Key note buildings
  - Open market housing
  - Affordable housing
  - Natural play spaces (0.32 Ha)
  - Pedestrian links
  - Pedestrian link (utilising existing track)
  - Retained access to Farrants Farm
  - Potential pedestrian crossings on Hollybush Lane
  - Retained existing trees (with associated RPA)
  - Proposed replacement woodland planting
  - Proposed city swales
  - Principle vehicular access point
  - Vehicular access point for private drive



**Hollybush Lane, Burghfield Common - Illustrative Masterplan**

T 01508 870106 | F 01508 672247 | www.pogoburg.co.uk | Team: P5/9/3 | Date: 10th September 2014 | Scale: 1:500 @ A0 | DWG: EMS.215B\_002F | Client: Henry Davidson Developments





3rd December 2014

Mr O Jones  
Boyer Planning

(By email only)

**Planning & Countryside**  
Council Offices  
Market Street, Newbury  
Berkshire, RG14 5LD

**Our Ref:**  
**Your Ref:**

**Please ask for: Katherine Goodchild**  
**Contact Centre: 01635 519111**  
**Fax: 01635 519408**  
**Email: kgoodchild@westberks.gov.uk**

Dear Mr Jones,

**RE: Sandleford Park**

I write with regard to the proposed changes to Policy CS3 of the West Berkshire Core Strategy (WBCS). I can confirm that I have written a similar letter to Mark Norgate of Donnington New Homes.

As you are aware the Council proposed a number of amendments to Policy CS3 of the WBCS to include the requirement for additional accesses, further education provision and the provision of a Masterplan prior to the submission of a planning application for any part of the site. The Council considered it necessary to make those changes based on the additional evidence that had come to light since the adoption of the core strategy.

Given your continued stance of making an application and sticking to the adopted policy in what will be proposed, and given our concerns about how the application is coming forward as set out in my two previous letters, it was considered that we would have no choice but to make such changes.

However, in moving this matter forward, I can now advise that whilst this does remain an option open to the Council, it is considered that the aims of the Council in this regard can in fact be achieved by amending the Supplementary Planning Document (SPD) rather than the policy, by requiring the submission of a single planning application for the whole site. I am aware of at least two other authorities having taken this approach with similar wording within their SPDs and we also believe such a requirement to align with what was envisaged by the Core Strategy Examination Inspector who was concerned about piecemeal development of the site.

It is considered that amending the SPD in this way would be consistent with Policy CS3 and will ensure a holistic and comprehensive development across the site as a whole which maximises the potential of Sandleford Park as a well-planned, cohesive and sustainable urban extension to Newbury. A single application will also enable the development to be properly assessed as a whole to ensure that it achieves the vision and objectives set out in the policy and the SPD, and it will enable the required

infrastructure to be properly planned and delivered in an integrated and timely way across the site.

The SPD will be subject to formal consultation and adoption by the Council. This process is due to commence by taking a report to Council on 11<sup>th</sup> December for Members to consider approval of the publication of an amended SPD for the Sandleford Park Strategic Site for a seven week period of consultation. If Members approve the amended Sandleford Park SPD, and agree to its publication, the document will be subject to consultation which would take place between 12<sup>th</sup> December 2014 and 30<sup>th</sup> January 2015. Following the consultation, it is proposed that the responses will be taken into account and the amended SPD finalised. It is proposed that the final version of the SPD will then be taken forward for adoption by Full Council in the Spring. Should the SPD be adopted, then clearly it will hold significant weight as a material consideration in the determination of any planning application that comes forward for this site.

The Council's aim in this matter is to ensure a comprehensive and holistic development of the site as a whole. Please be aware therefore that whilst we believe that this can be effectively achieved by amending the SPD as detailed above, we are obliged to keep the matter under review. As a consequence the Council may consider it necessary to pursue the changes to Policy CS3 at a later date.

I would hope that you can see this amendment to the SPD to be an appropriate way forward and we would be happy to discuss this process with you in more detail at our next meeting.

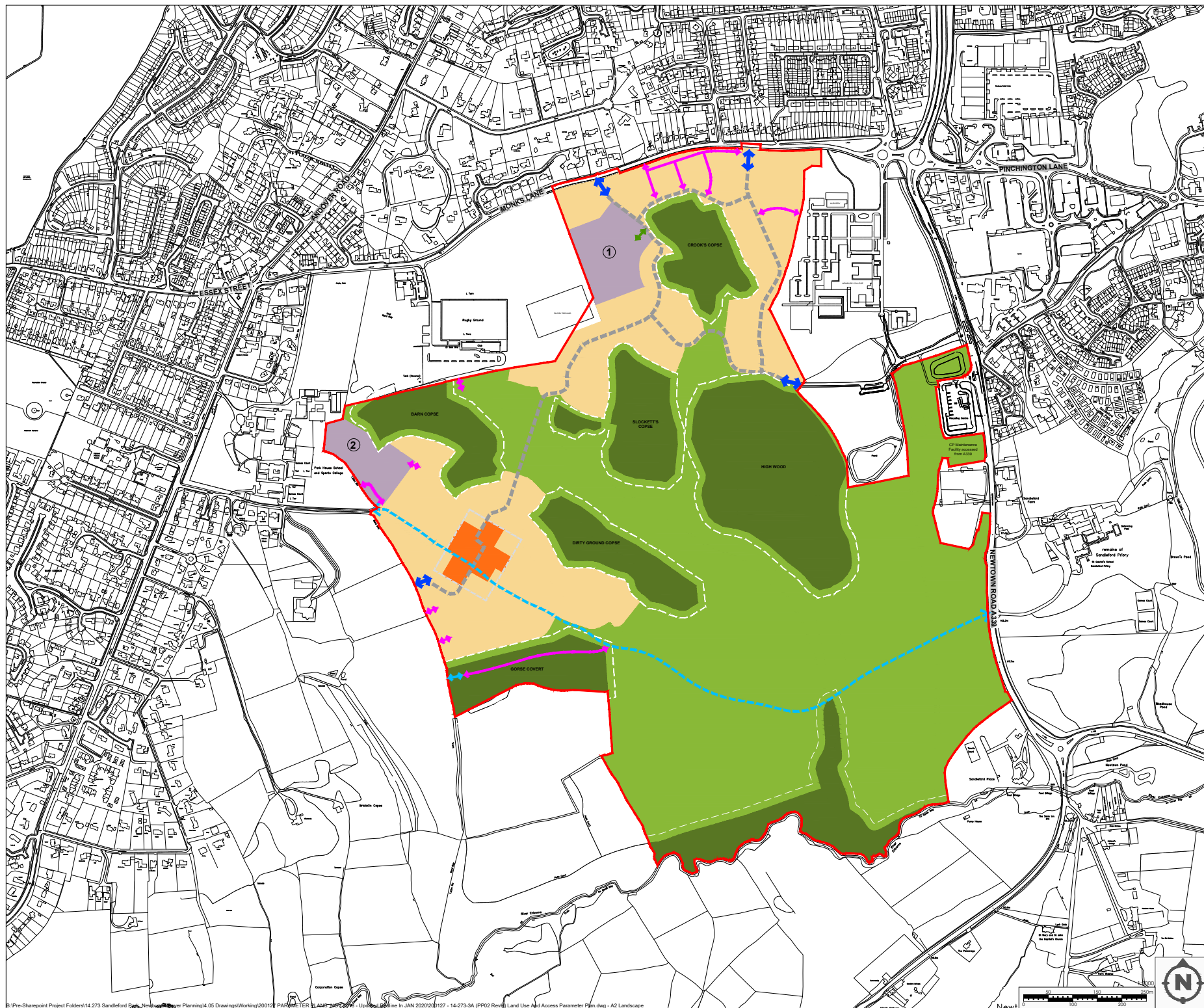
Yours sincerely,



**Katherine Goodchild**  
**Principal Planning Officer**



## Appendix 7: Parameter Plans



- KEY - to be read in conjunction with plans PP03 and PP04
- Sandleford Park Application Boundary
- LAND USE
- Proposed Development Footprint Residential (Use Class C3)
  - Local Centre Comprising of Flexible Mixed Uses (Use Classes A1 - A5, B1a, D1 and C3)
  - Maximum Extent of the Location of Mixed Uses within the Local Centre
  - Education Land
    1. Proposed 2 Form Entry Primary School (Use Class D1)
    2. Area of land safeguarded for expansion of Park House School
- ACCESS
- Proposed Access Points for 'All Traffic Modes'
  - Proposed Main Access Road
  - Existing Public Footpath Retained and upgraded as a shared footpath cycle link
  - Potential Future Link with 1FE School
  - Proposed Key Footpath/Cycle Links
  - Indicative Access to School
- OTHER
- For details of Green Infrastructure please refer to Strategic Landscape and Green Infrastructure Plan prepared by SLR

Final Planning Issue

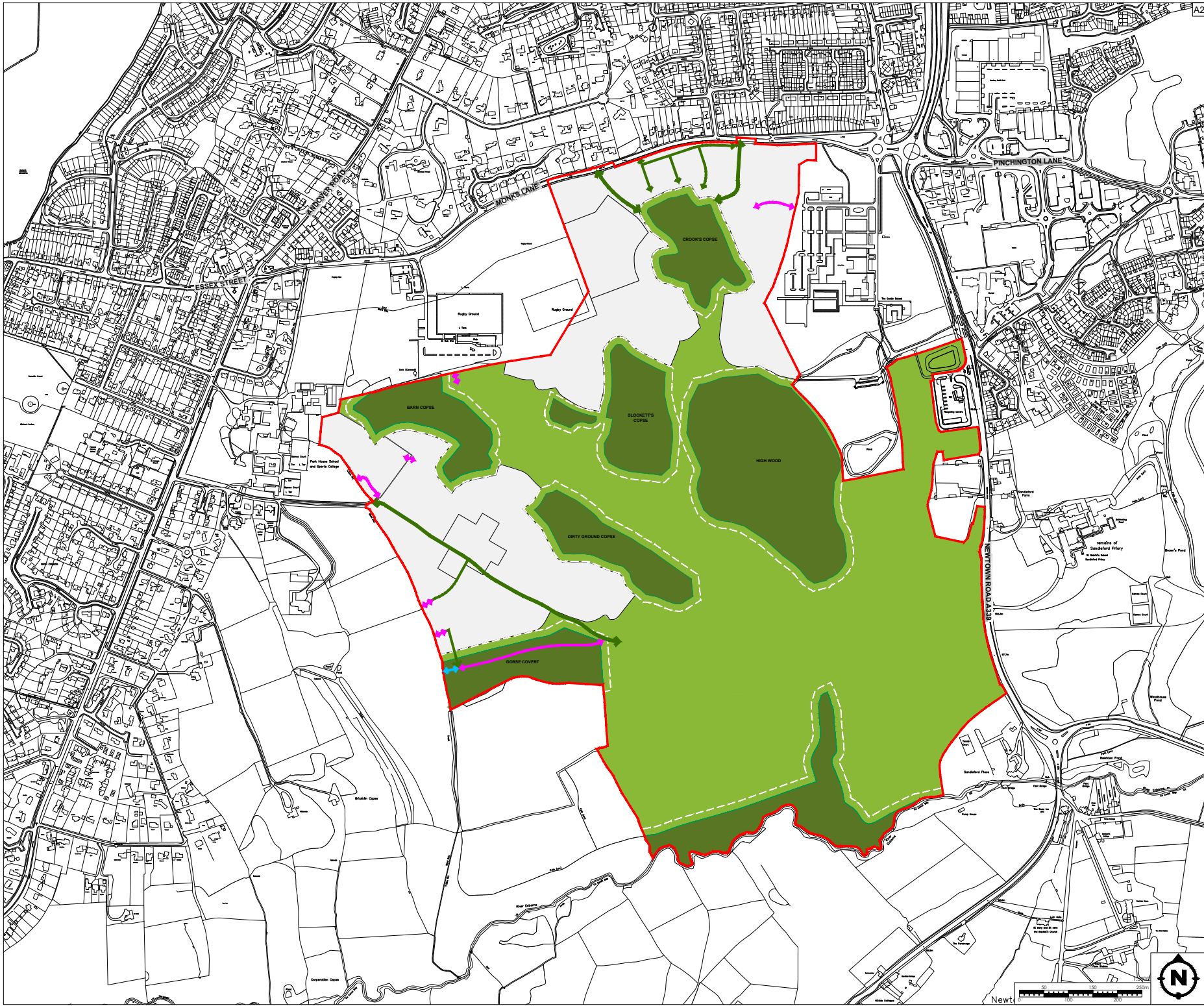
CLIENT

PROJECT TITLE  
 Sandleford Park  
 Newbury  
 DRAWING TITLE  
 PARAMETER PLAN  
 Land Use and Access Plan

DATE	DRAWN	CHECKED	AUTHORISED
03.02.2020	BDC	AB	AB
NUMBER	REV.	SCALE	
14.273/PP02	H1	1:5000 @ A2	

cardiff | colchester | london | **39** | twickenham | wokingham

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- KEY - to be read in conjunction with plans PP202 and PP204**
- Sandleford Park Application Boundary
  - GREEN INFRASTRUCTURE**
  - Existing Woodlands to be Retained
  - 15m Buffer to Retained Woodlands and Local Wildlife Sites
  - Green links
  - Proposed Key Footpath/Cycle Links
  - Potential Future Link with IFE School
  - For details of Green Infrastructure please refer to Strategic Landscape and Green Infrastructure Plan prepared by SLR

**FOR CONTEXTUAL INFORMATION**

- Development Parcels

**Final Planning Issue**

CLIENT

PROJECT TITLE  
 Sandleford Park,  
 Newbury  
 DRAWING TITLE  
 PARAMETER PLANS  
 Green Infrastructure Plan

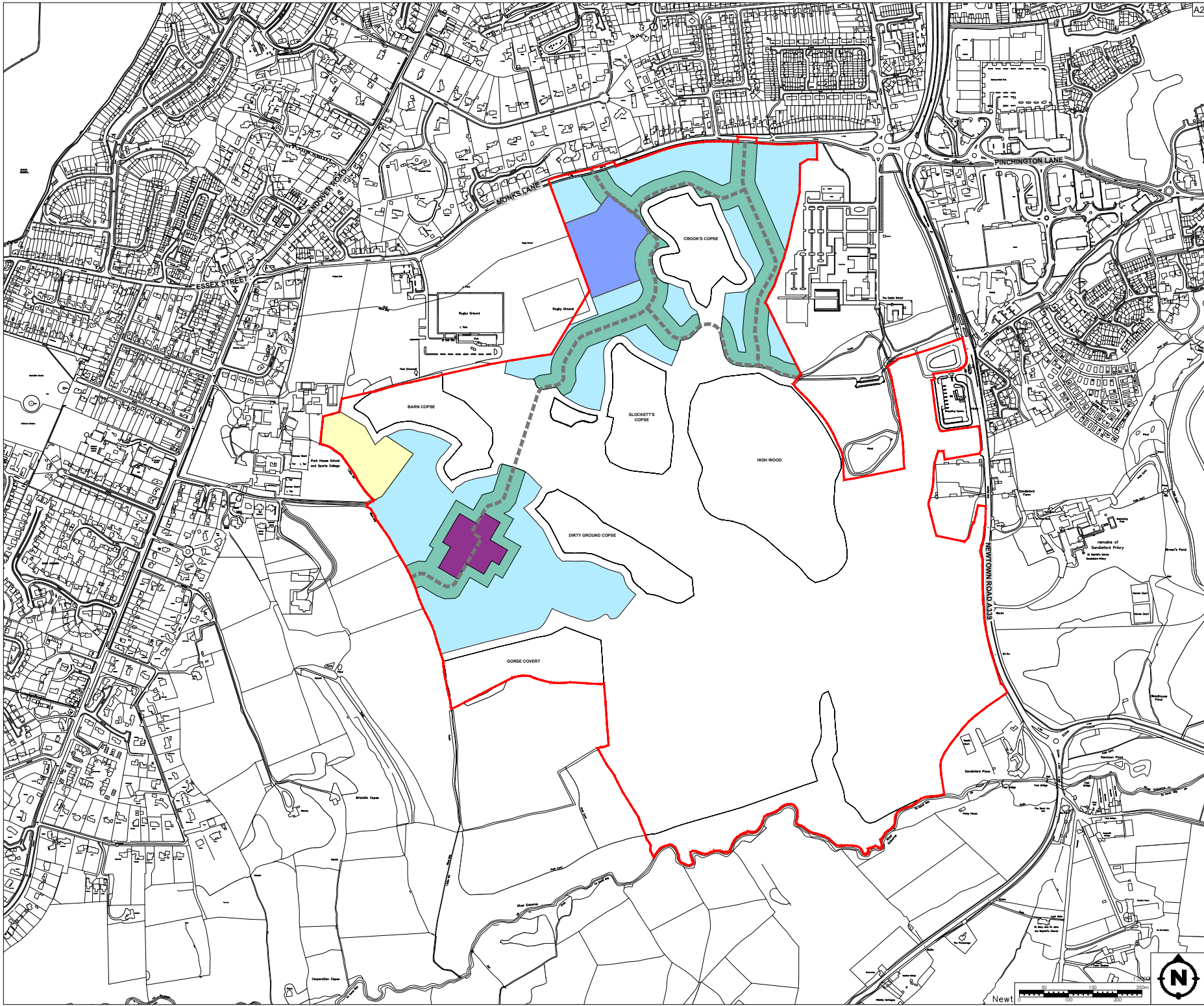
DATE	DRAWN	CHECKED	AUTHORISED
03.02.2020	BDC	AB	AB
NUMBER	REV.	SCALE	
14.273/PP03	G1	1:5000 @ A2	

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40

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- KEY -** to be read in conjunction with plans PP202 and PP203
- Sandleford Park Application Boundary
- HEIGHTS**
- Maximum Height 2.5 storeys (maximum 11m to ridge from slab level (exact distance in meters to be confirmed))
  - Maximum Height 3 storeys (maximum 13m to ridge from slab level (exact distance in meters to be confirmed))
  - Proposed Local Centre including buildings with mixed uses i.e. Commercial or Community Uses on ground / first floor and Residential above; Maximum Height up to 3 storeys with an additional 1m storey Height Permitted (maximum 14m-15m to ridge from Slab Level)
  - Proposed 2 Form Entry Primary School - School Building to be a Maximum Height of 2 storeys maximum 11m to ridge from Slab Level
- FOR CONTEXTUAL INFORMATION**
- Area of land safeguarded for expansion of Park House School. For any building proposed, maximum height allowance of up to 3 storeys maximum 13m to ridge
  - Proposed Main Access Road Alignment

Final Planning Issue

CLIENT

PROJECT TITLE  
Sandleford Park,  
Newbury

DRAWING TITLE  
PARAMETER PLAN  
Building Heights Plan

DATE	DRAWN	CHECKED	AUTHORISED
23.01.2020	BDC	AB	AB
NUMBER	REV.	SCALE	
14.273/PP04	G1	1:5000 @ A2	

cardiff | colchester | london | twickenham | wokingham

41

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## **Appendix 8: Strategic Landscape and Green Infrastructure Plan**

**LEGEND**

Application 3A redline	Existing hedges to be retained	Existing track / footpath to be retained
Proposed development footprint	Existing hedges to be removed	Dedicated recreational route: 2m wide e.g. gravel/bark (no dig construction)
Existing woodland to be retained	New or reinforced hedge planting	Sandiferd Mile
Existing local wildlife sites (LWS) to be retained	Existing watercourse	Foraging trail
Existing ancient woodland to be retained (Note 2)	Existing attenuation pond dry / wet	Trim trail
Existing trees to be retained	Proposed SuDS attenuation basin	Interpretation board / map of country park
Existing trees to be removed	Amenity grassland including informal kickabout / picnic areas	Designated equipped play area
Proposed structure and woodland planting	Meadow grassland	Natural play trail
Proposed advanced structure and woodland planting	Wet meadow grassland	Vantage points with seating
Proposed tree planting reflecting historic vegetation pattern	Informal route: e.g. mown grass path	Dormouse crossing and Bat hopover
Proposed community orchard planting	Main footpath route: 2m wide unsealed surface	Main access route with avenue planting
		Pedestrian access links

Note:  
 1) Gorse Covert and Brickkiln Copse are not designated ancient woodland.  
 2) Ancient woodland areas retained with 15m buffer.



Sandleford Park, Newbury  
 Strategic Landscape and Green  
 Infrastructure Plan

SLR  
Strategic Landscape and Green Infrastructure

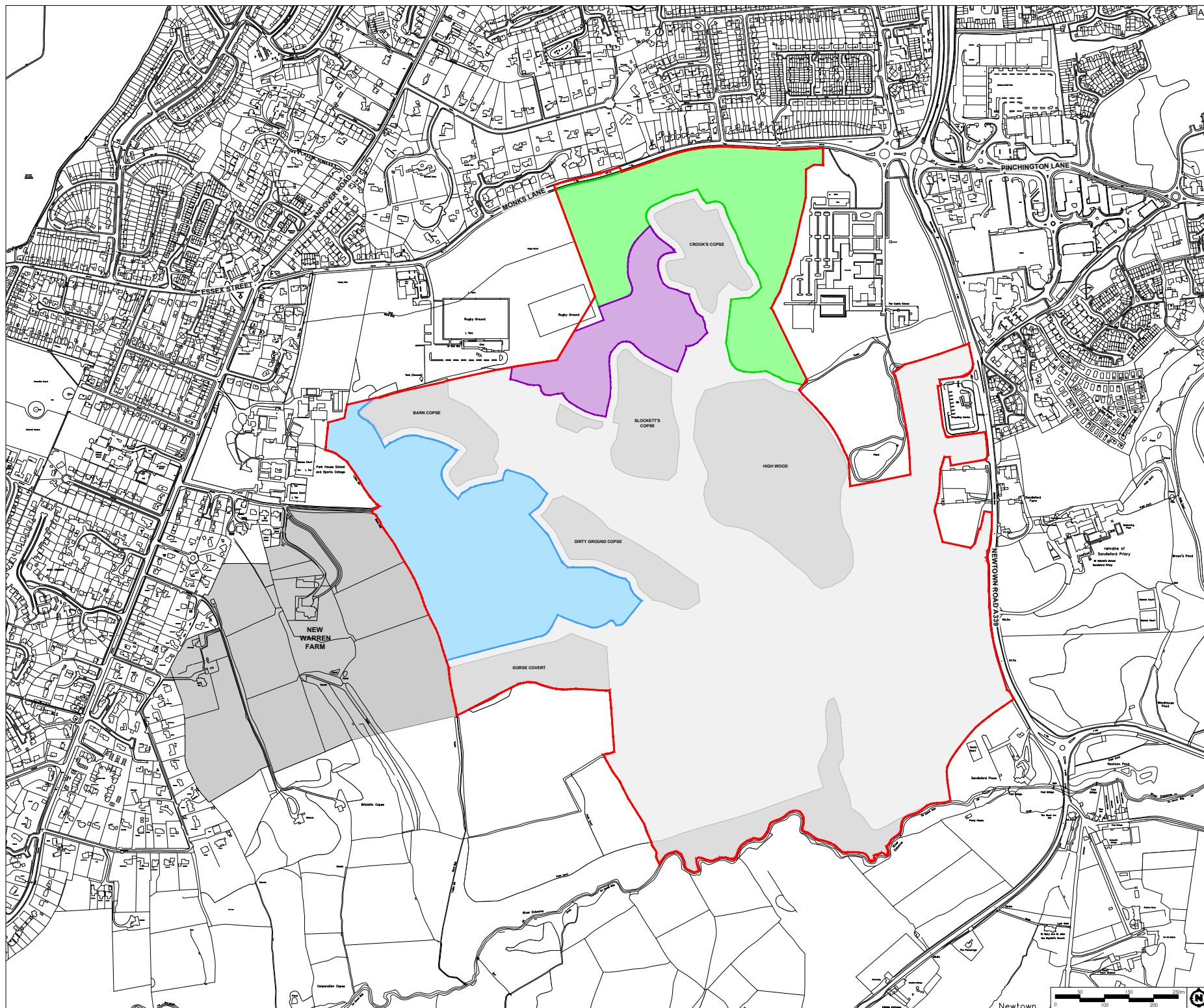
Figure 4.3





Scale  
 1:2500 @ A1

43  
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## **Appendix 9: Parcelisation Plan**



- KEY - to be read in conjunction with plans PP02, PP03 and PP04
-  Sandleford Park Application Boundary
- PARCELS
-  Development Parcel North 1
  -  Development Parcel North 2
  -  Development Parcel Central

FOR INDICATIVE  
PURPOSES ONLY

Final Planning Issue

CLIENT  
**BLOOR HOMES**

PROJECT TITLE  
Sandleford Park,  
Newbury  
DRAWING TITLE  
Parcelisation Plan

DATE	DRAWN	CHECKED	AUTHORISED
08 Mar 2018	BDC	AB	AB
NUMBER	REV.	SCALE	
14.273/PP05	B	1:5000 @ A2	

**Boyer**

cardiff | colchester | london | **45** | twickenham | wokingham



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**Appendix 10: Extract from Officers Delegated Report 16/03309 – Valley Crossing**

The Green Infrastructure Parameter Plan, SLGI Plan, Strategic Planting: County Park Plan and Tree Protection Plan are submitted to show the strategic landscaping to be removed, retained or provided with the development proposed. These plans form the basis upon which the environmental impact in terms of landscaping and visual impact has been assessed in the ES.

Much discussion was had during the consideration of the application in respect of the proposed valley access road bridge which would provide the link between DPN2 and DPC. The Landscape Consultant and Berkshire Gardens Trust consider that more information to show how the bridge could be designed to respect the landscape character of the valley and the Country Parkland as a whole is required. There are differing requirements for this bridge in highways, ecological and landscape terms that need resolving which could result in a very different solution to that shown on the Strategic Landscape and Green Infrastructure Plan and shown as indicative in the Transport Assessment. However, it is considered that details of the bridge and ancillary landform changes could be dealt with under subsequent reserved matters applications.

Initial comments from consultees raised concerns regarding the lack of consideration of the historic character of Sandford Park in the proposals, in particular for the Country Parkland. A Heritage and Landscape Assessment of Proposed Country Park (ref: 403.01068.00022 version 3, dated October 2016) was submitted which provides a better understanding of the relationship between the landscape features and heritage features of the area. It has also led to improvements to the proposed landscape design for the Country Parkland, as shown in some of the amended plans submitted.

#### Warren Road Access

Following a request from the Local Planning Authority, a Landscape and Visual Appraisal of the proposed works to Warren Road was submitted which included an arboricultural assessment. The assessment of the trees has been carried out in accordance with the BS5837:2015.

The proposed widening of the road will impact on a number of the trees resulting in their removal. They comprise 1 'A' grade tree, 7 'B' grade trees, 3 'C' grade trees and 2 'U' grade trees. Part of the hedgerow will also be lost. These trees also frame the historic route across from Andover Road to Newtown Road (evident with trees along it in the historic maps by Rocque 1761 and Willis 1768) linking into the tree line east of Warren Road.

The trees and hedgerow have been assessed within the landscape and visual appraisal as contributing to a significant skyline feature and providing a visual green buffer at street level.

The assessment confirms that the removal of the trees and part of the hedgerow would have a major impact, during the construction phase of the new road and on its completion.

combination they present a reason for refusal based on lack of clarity as to what landscaping is being proposed to comply with policy requirements.

The lack of a single clear Strategic Landscape and Green Infrastructure Plan for the whole of the allocated site raises concern that the development of the remainder of the allocated site, outside of this application site, would not provide a holistic approach to the landscape, visual impact and green infrastructure for development of the whole of the Sandlesford Strategic Site Allocation. This is discussed further in the Piecemeal Issues section of this report.

Development principle L3 of the Sandlesford Park SPD requires details of the Country Parkland including its design and management to be provided as part of the planning application. In the supporting text to this requirement the SPD goes on to state that a detailed Country Parkland Design and Management Plan should be agreed with the Council prior to the first house being built. The applicant proposes to secure this via draft condition 27.

There is concern, however, that the piecemeal approach to the development of the allocated site generates uncertainty over which part of the allocated site will be developed first, and how the design and management of the Country Parkland is to be secured holistically. This matter is considered further in the Piecemeal Issues section of this report.

As part of the LVIA, a number of viewpoints are assessed. The Landscape Consultant considers it necessary that an assessment of the view from the public right of way east of viewpoint 2 is required to fully understand the extent of the visual impact of the development proposed from this location. The lack of assessment from the right of way, east of viewpoint 2, prevents a full understanding of the visual impact of the development proposed.

Development principle L7 of the Sandlesford Park SPD requires details of the design of the Valley Access Road to be provided as part of the planning application. The Landscape Consultant notes that the submitted DAS provides an illustration on page 81 of a valley crossing but no evidence of how the crossing would respond to landscape has been submitted.

There are differing requirements for this bridge in highways, ecological and landscape terms that need resolving which could result in a very different solution to that indicated in the submitted DAS. As this application is seeking outline permission only, it is considered that details of the bridge and any ancillary landform changes could be dealt with under subsequent reserved matters applications.

In respect of the impact of the development on the historic landscape, the submitted ES refers to a Heritage Landscape study included within the current application (ref: SLR 2016). Whilst such a study has been received in respect of previous applications on the site and despite the assertion in the ES that the study had been updated and included within the current application, this study has not been submitted within the application submissions. The lack of this document was identified with the applicants however no such submission has been forthcoming.



*Officers Delegated Report  
Extract.*

*16/03309  
Outline app<sup>n</sup> with  
all matters reserved  
except for access.*

combination they present a reason for refusal based on lack of clarity as to what landscaping is being proposed to comply with policy requirements.

The lack of a single clear Strategic Landscape and Green Infrastructure Plan for the whole of the allocated site raises concern that the development of the remainder of the allocated site, outside of this application site, would not provide a holistic approach to the landscape, visual impact and green infrastructure for development of the whole of the Sandleford Strategic Site Allocation. This is discussed further in the Piecemeal Issues section of this report.

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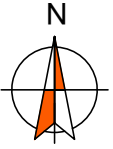
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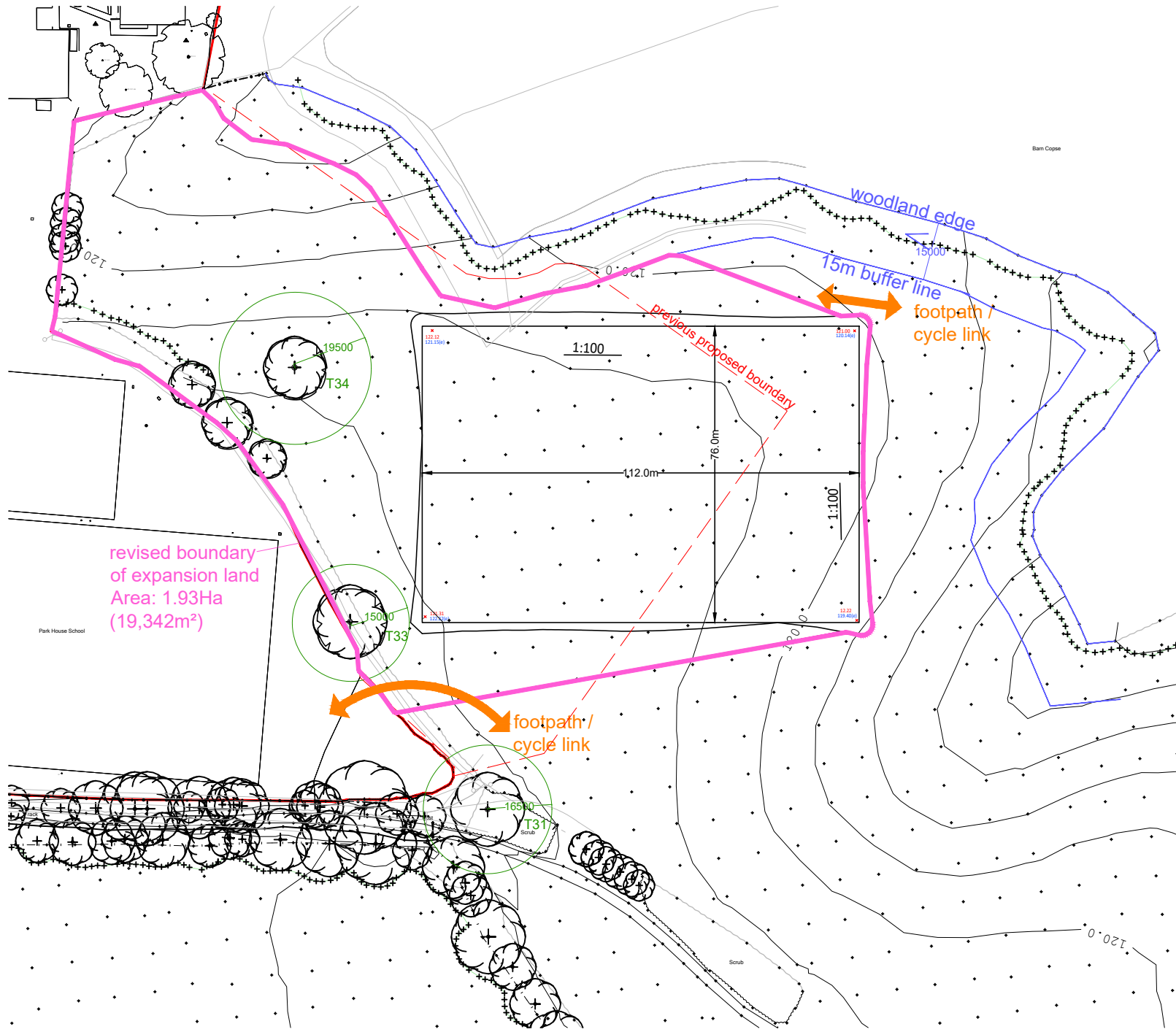
## **Appendix 11: Proposed land for expansion of Park House School**



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all dimensions to be checked on site and architect notified of any discrepancies prior to commencement. do not scale.

notes:



rev: date: comment(s): name: check:

IDP

ARCHITECTS.  
URBAN DESIGNERS.  
PLANNERS.  
PROJECT MANAGERS.  
LANDSCAPE ARCHITECTS.  
**WE ARE IDP.**

status: **PRELIMINARY** RIBA Stage: **2**

client: **Bloor Homes**

job: **Park House School**

title: **Alternative Grass Pitch Sketch**

drawn: **NA** date: **Nov 2020**

checked: **JJH** scale @ a3: **1:1000**

job no: **C3289** drg no: **001-25032021C**

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**Appendix 12: Extract from Officers Delegated Report 15/02300 – Crooks Copse Link**

Lastly, the Transport Policy Officer has identified that facilities to improve integration at Newbury Railway Station are included within the Council's IDP as 'critical' infrastructure required. The applicants' own IDP makes no reference to improvements at the railway station.

The Council's Regulation 123 List does not provide for any specific exclusion in respect of Sandford and railway infrastructure to be sought through a S106 agreement. As such, it is not considered that a S106 contribution towards improvements at Newbury Railway Station can be secured. Any improvements to railway infrastructure would have to be funded by CIL.

In conclusion, the application submissions, in respect of the outline permission being sought for four all vehicular accesses to serve the development proposed, are considered to fail to provide an appropriate access strategy, along with an appropriate scheme of works or off site mitigation measures, to accommodate the impact of the development. Therefore, the development proposed is considered to result in a severe impact on the highway network, including that within Hampshire.

Furthermore, the application fails to provide an acceptable access road link onto the A343, resulting in a severe traffic impact at this junction.

Additionally, insufficient information has been provided to demonstrate that the development proposed would not result in a severe impact requiring mitigation on the SRN at the junction with the A343 and A34. The application also fails to provide an appropriate scheme of works or off site mitigation measures to accommodate pedestrians, cyclists and public transport.

Whilst the location of the Park House School site is already fixed there should be good public transport, vehicular, cycle and pedestrian access onto the school site from within the development site. Access arrangements for pedestrians should be in the form of safe walking routes. The proposed Access Parameter Plan does not indicate any footpath or cycle link into the existing Park House School site or via the additional land proposed for the school.

West Berkshire Council Highway Officers have considered the impact of the development on the access to the nearby St Gabriel's School. Highway Officers have put forward measures to encourage more use of the B4640 that would reduce the A339 northbound to one lane. This would enable the provision of a turn right lane into the school access as well as providing a pedestrian crossing point consisting of a central refuge island. The applicants chose not to include any of those proposals within the VISSIM traffic modelling that they have undertaken.

#### Transport and Highway Matters for Detailed Layout of DPN1

In respect of the detailed highway layout of DPN1, the Highways Officer considers that the suitable operation of the internal layout cannot be established without further highway modelling work being undertaken.

Additionally, both the Highways Officer and Transport Policy Officer raise concern regarding the lack of an east-west road link to the south of Crooks Copse. This is

considered necessary to provide good permeability through the site, encourage less traffic to use the proposed Monks Lane accesses, and, to maximise the use of the proposed A339 access. This would also spread traffic through the northern part of the Sandleford Park development. As noted by the Highways Officer such a route through the site is not proposed on any of the amended plans. The majority of an east-west road link to the south of Crook's Copse would be located within the detailed application area for DPN1. However, it would land on the opposite side of the northern valley within DPN2.

The matter was initially raised with the applicants in March 2015, prior to the submission of this application, and was reiterated in the Highways Officer's consultation response in January 2016. Again, in February 2016 the concern regarding permeability and the lack of the east-west link to the south of Crooks Copse was raised at a meeting with the applicants where it was requested that should the ecological and landscape impacts be of concern, further qualified evidence should be provided to demonstrate why such a link road would not be suitable. The agent for the application subsequently confirmed by letter in February 2016 that in order to understand the sensitivity of this part of the site, a note under separate cover comprising information provided by their ecologist and landscape advisors will be submitted. No note was provided.

A further letter was submitted by the agent in March 2016 which sets out the agent's view on the request for this road link. The letter notes that such a route is not included in the Sandleford Park SPD, and sets out his considered opinion in respect of the landscape and ecological impact of a route to the south of Crook's Copse.

It is considered that the Sandleford Park SPD shows in Figure 7 indicative routes only, and, whilst an east to west link road is not shown in the SPD this does not preclude the provision of such a route. Furthermore, the proposed A339 access should seek to maximise opportunities for permeability through the site, as set out in the supporting text to Principle A1 of the Sandleford Park SPD.

Moreover, Principle U4 of the Sandleford Park SPD seeks to ensure that the development provides a permeable and connected layout, including links to the wider area. Lastly, an east-west road link, due to the topography of that part of the site, would take the form of a secondary valley crossing. Character Area 7 (CA7) 'Valley Crossing', in the Sandleford Park SPD, notes that 'should additional valley crossings be required' then the design principles of CA7 will apply.

Whilst it is agreed that the Sandleford Park SPD does not explicitly reference a vehicular route across the valley south of Crooks Copse, the SPD provides for indicative and potential routes, acknowledges that additional valley crossings may be required, and requires a permeable and connected layout in the development proposed.

The letter produced by the agent for the application (March 2016) considers that 'the provision of a vehicular link through this valley would be difficult to achieve due to the challenging topography, but would also not comply with the SPD in landscape and ecological terms'.

This letter goes on to consider that such a link would not comply with the SPD in landscape and visual terms for a number of reasons. The letter then considers that, as shown in Figure 4 of the Sandlesford Park SPD the valley and wetland area is a particular feature of ecological value as set out in page 18 of the Sandlesford Park SPD.

Section D, subsection 'Ecology' on page 18 of the Sandlesford Park SPD notes that '[t]he ecological value of the site does not prohibit its development. However, there are a number of key features which will need to be carefully considered in bringing forward development in the design, layout and future management of the site.' This subsection goes on to list the particular features of ecological value for the whole site which include:

- The wetland grasslands, in particular those in the central valley and at the southern end of the site.
- The grassy banks/tracks and hedgerows.
- Water features within the site, in particular the section of the River Enborne along the southern boundary and the springs in the central valley.
- The presence of a number of species of animals within the site including bat, badgers, birds and invertebrates.

It is noted that in reference to the features, those identified make particular reference to 'the central valley' and 'the southern end of the site' and not the northern valley.

A bridge crossing over the central valley is proposed and is considered achievable whilst addressing the potential ecological impact that a valley crossing would create. This demonstrates that an ecologically acceptable solution to a valley crossing can be achieved.

The author of the letter then considers that the valley corridor is shown as an 'integral unit' on a number of the SPD figures including Figure 6: Landscape Framework Plan, on which it is shown as part of the wider Country Parkland. A valley crossing to the south of Crooks Copse is not considered to sever the integral unit any more than the already proposed valley crossing over the central valley.

The author then considers that the Figure 13: Masterplan Framework only identifies one valley crossing and that the built form, parking area and associated lighting of the Rugby club already intrude into the character of this part of the valley.

It can also be argued that the proposed built form of DPN1 and DPN2 together with associated lighting would intrude into the character of the northern valley across which an additional crossing is being sought. It is considered that a crossing would largely be hidden from wider views by the surrounding proposed built form as well as High Wood and Slackett's Copse.

The author then states that '[s]ite assessment work has identified that the northern valley area, lying to the south of Crook's Copse, is more rural and intimate in character than the central valley, and therefore, more susceptible to the presence of built features and severance.' No specific reference is given to submitted site assessment that states this. However, paragraph 8.102 of the submitted ES (Vol. 2)

notes that in respect of the central valley it becomes more enclosed and intimate in character in its northern part where it forms a more pronounced landform feature. This paragraph then goes on to confirm that the 'Northern Valley runs north-east of the central valley and comprises a smaller, complementary feature.' A valley crossing over the central valley, at the northern end of the central valley, as proposed by the applicants and set out in the SPD, is considered achievable in landscape terms. It is not considered, therefore, that a valley crossing over the smaller, complementary feature of the northern valley would represent a significant obstacle in landscape terms.

The letter goes on to refer to the character area for valley corridors (CA9) set out in the Sandleford Park SPD. As an east-west road link to the south of Crooks Copse would take the form of a valley crossing, it is considered that character area CA7 would provide the appropriate key design principles for such a crossing.

The author of the letter then refers to ecological matters and confirms that 'development in this area could impact these protected species' and then concludes that 'having considered the ecological sensitivity of this area it is considered to be an inappropriate location for a vehicular route.' The letter goes on to highlight concern regarding the potential impact on Badgers and Barn Owls and then considers that 'the proposed link road would sever an identified barn owl foraging area and again without effective mitigation would result in barn owl road casualties.' However, there is no qualified assessment of the actual impact that a valley crossing in this location – which has not yet been designed – would have.

It is acknowledged that there may be some ecological and landscape impacts that would have to be carefully considered in the design of a road link to the south of Crooks Copse. However, it is not considered to be unachievable as similar considerations have already been addressed in the proposed valley crossing over the central valley.

An east-west road link to the south of Crooks Copse, with the provision of the A339 access, would significantly increase the permeability of the site thereby encouraging the spread of traffic across the northern neighbourhood of Sandleford Park. Traffic would be moved away from the proposed Monks Lane accesses and important connections to the wider area would be improved. As highlighted by the Transport Policy Officer, the internal layout as proposed would not draw people towards the A339 access and the whole site would not gain the benefit from the delivery of the A339 access.

It is also considered that the legibility of the site would be improved through the construction of an east-west road link to the south of Crooks Copse. The improved way in which the development would function, as a result of the permeability provided by an east-west road link to the south of Crooks Copse, would contribute to a sustainable and high quality development in accordance with Policies CS13 and CS14 of the Core Strategy as well the Sandleford Park SPD. Insufficient justification has been provided to demonstrate that such a link would not be achievable and no substantiated material considerations have been submitted that would outweigh the need for this road link.



Therefore, it is considered that the failure to integrate the proposed A339 access into the site by providing an appropriate east-west linkage within the site is contrary to Policies CS13 and CS14 of the Core Strategy as well the Sandleford Park SPD, Policy K13 of the Local Transport Plan for West Berkshire 2011-2026 and the NPPF.

Aside from the above, as confirmed by the Highways Officer, much progress has been made in respect of the detailed highway layout of DPN1. An area of concern is the indication of crossing places which are considered unnecessary. The Highways Officer also considers that the layout around plots 206-215 appears confusing and could be provided as one continuous link. This could improve legibility and permeability, however, these concerns alone are not considered sufficient to warrant a refusal.

In respect of parking, the Highways Officer and Transport Policy Officer both agree that the parking provision proposed for DPN1 does not comply with Policy CS13 of the Core Strategy and Policy P1 of the HSA DPD and the Sandleford Park SPD. More specifically, the Highways Officer notes that there appears to be a shortfall in the proposed parking for the following plots:

- 1, 4, 6, 7, 12, 19, 60, 61, 67, 75, 76, 81, 84, 118, 119, 124, 127, 128, 129, 130, 144, 177, 178 and 220.

The NPPF in paragraph 39 requires in the setting out of local parking standards consideration of the accessibility, type, mix of development and local car ownership. Policy P1 of the HSA DPD provides the local standards for car parking required and is based upon the most up-to-date evidence in respect of the requirements of paragraph 39 of the NPPF. It therefore attracts full weight in the context of paragraph 215 of the NPPF. Policy CS13 of the Core Strategy requires development to improve and promote opportunities for healthy and safe travel. Policy CS14 of the Core Strategy considers that good design relates to the way in which a development functions. The inadequate parking provision proposed is not considered to promote safe travel or represent good design contrary to those policies. The Sandleford Park SPD requires car parking to meet the needs of residents and visitors in Development Principle A5. The supporting text to this principle considers that the level of parking should reflect national policy, taking into account location and mix of dwellings. Therefore the proposed parking provision is considered to run contrary to Policy CS13 of the West Berkshire District Core Strategy 2006 – 2026, Policy P1 of the HSA DPD, the NPPF and the Sandleford Park SPD.

## **Conclusion**

In conclusion, the highway and transportation matters, whilst complex, are of considerable importance for the proposed development and wider area, as demonstrated by the large number of representations received regarding this matter. Some work has been undertaken by the applicants during the consideration of the application seeking to address the many concerns raised in respect of the original submissions. However, there remain a number of key concerns with the proposals as submitted.

The Highways Officer also notes the lack of an east-west link for vehicular traffic to the south of Crook's Copse and considers this necessary to ensure a loop or grid layout in line with Manual for Streets that would spread traffic through the site, and would integrate any A339 access into the site.

The submitted Access Parameter Plan proposes no such route and it is considered necessary at this stage to clearly and unambiguously set out for future reserved matters applications the requirement for an east-west link road to the south of Crook's Copse.

Traffic generation is projected to be 510 vehicle movements between 08.00 to 09.00 AM peak and 530 between 17.00 and 18.00 PM peak.

Traffic distribution is pivotal in assessing this planning application and is affected by the number of accesses provided with the site. For instance during the AM peak, the provision of two accesses only onto Monks Lane will result in 30% of traffic routing on the A339 via Newbury town centre. This reduces to 20% when a site access is provided onto the A339 and / or the A343 Andover Road via Warren Road. Traffic levels would also be reduced on the A343 Andover Road fronting Parkhouse School. Reducing traffic levels in these locations gives a corresponding increase in traffic towards the A34 on the southern section of the A343 Andover Road and the B4640. However it is considered that these routes have less traffic congestion issues than Newbury town centre.

In respect of highway impact, in order to identify the necessary mitigation the usual process would be for traffic modelling to take place that would determine the impact of the development on the highway network. That, in turn, would provide information on what mitigation was required and where. Working with Highway Officers, the applicants' highway consultants would devise mitigation schemes. However, in this instance, Highway Officers already have fully designed junction improvement schemes covering the following junctions:

- A339 / B3421 / Bear Lane Roundabout;
- A4 / A339 / B4009 Robin Hood Gyratory.

Owing to existing congestion on the A339, the aim has been to maximise what can be provided at junctions on the A339 within Newbury. Highway Officers have also sought to plan ahead due to other allocated housing sites and recent approvals including the redevelopment of Market Street and additional housing north of Vodafone. The scheme for the A339 / B3421 / Bear Lane Roundabout is scheduled for next year, with the A4 / A339 / B4009 Robin Hood Gyratory for 2019.

The Highways Officer confirms that in working with the applicants' highway consultants, improvement schemes have also been developed to varying degrees for the following junctions:

- A339 / A343 / Greenham Road Roundabout;
- A339 / Pinchington Lane / Monks Lane Roundabout;
- A339 / St Gabriels School junction;
- A339 / B4046 The Swan Roundabout;



**Appendix 13: Donnington New Homes Draft Section 106 Agreement  
(18/00828/OUTMAJ)**

DATED

2020

WEST BERKSHIRE DISTRICT COUNCIL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**SECTION 106 AGREEMENT**

Sandleford Park West, Newbury

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**PENNINGTONS  
MANCHES  
COOPER**

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**SECTION 106 AGREEMENT**

**DATED [•] 2020**

**PARTIES**

(1) **West Berkshire District Council** of Council Offices, Market Street, Newbury, Berkshire RG14 5LD (the "**Council**");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**1. INTRODUCTION**

1.1 The Council is the Local Planning Authority for the purposes of the Act and the Highway Authority for the purposes of the Highways Act 1980 for the area in which the Site is situated.

1.2 The Owners are registered as owners with freehold absolute title of that part of the Site registered at Land Registry under title number BK58429, BK231070, BK1512, BK191759 and BK424904

1.3 The First Chargee has the benefit of a registered charge of land belonging to the First Owner with title number BK58429 by a Deed dated 20 June 2008

1.4 The Second Chargee has the benefit of a registered charge of land belonging to the First Owner with title number BK58429 by a Deed dated 19 August 2009

1.5 The Developer submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

1.6 The Council resolved on [ ] to grant the Planning Permission subject to the prior completion of this Deed.

## 2. DEFINITIONS

In this Deed the following expressions shall have the following meanings:

**Act** means the Town and Country Planning Act 1990;

**Adjoining Site** means the land to the east of the Site shown [ ] on the plan attached to this Deed as [Appendix A];

**Adjoining Site Mitigation Sum** means the following sums:

- (i) £[ ] in respect of the Traffic Signals Costs;
- (ii) £[ ] in respect of the Pinchington Lane Junction Costs;
- (iii) £[ ] in respect of the St Johns Road Roundabout Costs;

**Application** means the application for planning permission for the Development submitted to the Council and allocated reference 18/00828/OUTMAJ;

**Commencement** has the meaning given to it by clause 3.7 and "Commence" shall be construed accordingly;

**Development** means development of the Site pursuant to the Planning Permission for up to 500 new homes including Class C3 extra care units as part of the 40% affordable housing, a form 1 entry primary school, expansion land for Park House Academy School, access from Warren Road and emergency access from Kendrick Road, a recreational facility for families of children with special needs, green infrastructure including a children's' play area and informal open space, pedestrian and cycle links through the site, sustainable drainage and other infrastructure;

**Dwelling** means any single dwelling unit constructed on the Site pursuant to the Planning Permission to be used for Class C3 residential purposes;

**Green Landscape** means the landscaped areas marked indicatively as [ ] on the drawing attached to this Deed at Appendix D;

**Green Landscape Infrastructure** means the construction laying out and planting of the landscaped areas;

**Head of Planning and Countryside** means the person from time to time holding the post of Head of Planning and Countryside with the Council or the person who is designated as such by the Council for the purposes of this Deed;

**Head of Legal and Electoral Services** means the person from time to time holding the post of Head of Legal and Electoral Services with the Council or the person who is designated as such by the Council for the purposes of this Deed;

**Healthcare Contribution** means a contribution in the sum of [ ] to be paid to the Council in accordance with Paragraph 1.2 of Schedule 4 towards the provision

of healthcare facilities to serve the Development in the form of an extension to the Falklands Surgery at Monks Lane, Newbury RG14 7DF or other scheme for the provision of healthcare to serve the Development agreed with the Council;

**Highway Works (Improvements to Warren Road)** means the improvements to Warren Road under the Warren Road Consent or the Planning Permission;

**Highway Works (Kendrick Road Emergency Access)** means those works to adjoin Kendrick Road to provide an emergency access to the Development shown on drawing number A090455-SK24 prepared by WYG attached to this Deed and marked as such in Appendix E;

**IDP** means the Summary of Proposals and Phasing Proposal prepared by IDP attached to this Agreement as Appendix F or any subsequent variations to this documents or replacement proposals;

**Index** means the General Index of Retail Prices (all items) published by the Office of National Statistics, or during any period where no such index exists the index which replaces the same or is the nearest equivalent thereto as may be reasonably be specified by the Council;

**Index Linked** means increased by multiplying the relevant financial contribution by the percentage by which the Index has increased from the date of this Deed to the date that the relevant financial contribution is due;

**LAP** means the local area of play to be provided as part of the Development in the location shown indicatively on the drawing attached to this Deed at Appendix D;

**LEAP** means the locally equipped area of play to be provided as part of the Development in the location shown indicatively on the drawing attached to this Deed at Appendix D;

**Occupation/Occupied** means the first beneficial residential occupation of any Dwelling but excluding occupation for the purposes of fitting out or marketing and "Occupied" shall be construed accordingly;

**On Site PROW Improvements** means the improvements to the public right of way within the Site (ref NEWB/5/1) to enhance the current facilities to provide a shared pedestrian and cycle way shown on drawing number [ ] attached to this Deed and marked as such in Appendix E;

**Phase** means a phase of the Development approved under condition [ ] of the Planning Permission;

**Pinchington Lane Junction Costs** means £[ ] towards the costs incurred by the Council in carrying out the highway works to the A339 Pinchington Lane/Monks Lane/Newtown Road Junction shown on drawing number [ ] prepared by [ ] and titled [ ] in Appendix C or such other sum agreed with the Council if the full extent of these works are not required for the Development;



**Planning Permission** means the planning permission subject to conditions to be granted by the Council pursuant to the Application (in the form of or substantially in the form of the draft attached to this Deed as Appendix A) and including any non-material amendment to such planning permission under Section 96A of the Act;

**Primary School** means a one form entry primary school and early years provision to be constructed on the Primary School Site;

**Primary School Contribution** means a contribution in the sum of £[●] to be paid to the Council in accordance with Part 2 of Schedule 1 towards the construction of the Primary School with early years provision;

**Primary School Site** means the location for the Primary School as is indicatively shown on the Plan attached to this Deed as Appendix C or such other area agreed between the Owner and the Council;

**Primary School Specification** means the specification for the Primary School to be provided on the Primary School Site attached as C and that accords with [WBC's Employers' Requirements Documents (ERD) incorporating current national and local guidance, DfE Baseline Designs and DfE Bulletin 103];

**Public Transport Contribution** means a contribution in the sum of £[●] to be paid to the Council in accordance with Paragraphs 1.1 of Schedule 5 towards the provision of bus infrastructure improvements and an improved/new bus service linking the Development and [ ];

**Reserved Matter Application** means an application for reserved matters submitted pursuant to the Planning Permission;

**St Johns Road Roundabout Costs** means £[ ] towards the costs incurred by the Council in carrying out the highways works to the A339/A343 St Johns Road Roundabout shown on drawing number [ ] prepared by [ ] and titled [ ] in Appendix C or such other sum agreed with the Council if the full extent of these works are not required for the Development;;

**Secondary Education Works** means the Secondary Education Works Delivery Package 1 and the Secondary Education Delivery Package Phase 2 and the Secondary Education Delivery Package Phase 3 and the Secondary Education Delivery Package Phase 4;

**Secondary Education Works Delivery Package 1** means those works set out as Delivery Package 1 in the IDP;

**Secondary Education Works Delivery Package 2** means those works set out as Delivery Package 2 in the IDP;

**Secondary Education Works Delivery Package 3** means those works set out as Delivery Package 3 in the IDP;

**Secondary Education Works Delivery Package 4** means those works set out as Delivery Package 4 in the IDP;

**Services** means the supply of water, electricity and the disposal of foul and surface water and to the extent that they are provided for as part of the Development radio, television, telephone and other audio visual and data signals;

**Site** means the land shown edged red on the drawing attached to this Deed at Appendix A known as Sandford Park West, Newbury, Berkshire;

**Traffic Signal Costs** means £[ ] towards the costs incurred by the Council in carrying out the works to Newtown Road/Pound Street Junction and the Bartholomew Street./Market Street traffic signals shown on drawing number [ ] prepared by [ ] and titled [ ] in Appendix C or such other sum agreed with the Council if the full extent of these works are not required for the Development;

**Travel Plan Contribution** means a contribution in the sum of £[●] to be paid to the Council in accordance with Paragraph 1.3 of Schedule 4 for the provision of travel plan measures to encourage non-car modes of travel;

**Warren Road Consent** means the development permitted by planning permission ref [ ];

### 3. INTERPRETATION

3.1 Save where this Deed specifies otherwise or where the context so requires the singular includes the plural and vice versa and references in this Deed to any party shall include the successors in title to that party's interest in the Site or part thereof.

3.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

3.3 Where in this Deed reference is made to any clause, paragraph, schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital in this Deed or (in the case of the plan) attached to this Deed.

3.4 The titles and headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

3.5 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person.

3.6 All references in this Deed to statutes, statutory instruments, regulations and other legislation shall include their successor amended or replacement provision.

3.7 For the purposes of clause **Error! Reference source not found.** and the Schedules to this Deed the Development shall be deemed to be Commenced on the earliest date on which any material operation (as defined in Section 56(4) of the Act) comprised in the Development is to be carried out and the words "Commence" "Commenced" and "Commencement" shall in such clauses and the Schedules shall be construed accordingly PROVIDED THAT for the purposes of

this Deed and for no other purpose a material operation shall not be taken to include site clearance, site survey, archaeological investigation, demolition, investigation, preparation or remediation and any studies or investigations in that respect, the laying out or removal of services and any construction access, the erection of fences, hoardings and any temporary marketing suite

3.8 All references in this Deed to a particular title of offices or posts at the Council shall include successor or replacement offices or posts.

#### **4. LEGAL BASIS**

4.1 This Deed is made pursuant to Section 106 of the Act.

4.2 Each and every covenant given by the Owners and/or the Developer in this Deed is a planning obligation for the purposes of Section 106 of the Act and shall be enforceable by the Council in respect of the Site.

#### **5. CONDITIONALITY**

5.1 With the exception of clauses 5, 8, 9, 12, 15 and 16 which shall come into effect immediately upon completion of this Deed this Deed is conditional upon the grant of the Planning Permission and Commencement of the Development.

#### **6. THE OWNERS' COVENANTS**

The Owners covenant with the Council as set out in Schedules 1-6 inclusive

#### **7. THE COUNCIL'S COVENANTS**

The Council covenants and agrees with the Owners as set out in Schedule 6

#### **8. MISCELLANEOUS**

8.1 The Developer shall pay to the Council on completion of this Deed the reasonable costs of the Council up to a maximum of £[●] incurred in the review negotiation, preparation and execution of this Deed.

8.2 No provisions of this Deed shall be enforceable under the Contract (Rights of Third Parties) Act 1999.

8.3 This Deed shall be registered on the Register of Local Land Charges PROVIDED THAT the Council shall within 15 working days of a written request from the Owners or their successors in title at any time after any of the obligations contained in this Deed have been satisfied issue confirmation of such in writing and upon the satisfaction of all of the obligations in this Deed thereafter secure that all related entries are cancelled in the Register of Local Land Charges.

8.4 Insofar as any clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

8.5 This Deed shall cease to have effect (except insofar only as it has already been complied with) if the Planning Permission shall be quashed revoked or otherwise

withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to Commencement of the Development.

8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their entire interest in the Site or where the planning obligation relates solely to a part of the Site or Phase parted with their entire interest in that part or Phase but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.7 The planning obligations or other provisions of this Deed will not be enforceable by or against any purchaser of a Dwelling and his successors in title and his mortgagees; or any statutory undertaker occupying the Site or any part of the Site for the purposes of their undertaking.

8.8 Where any agreement or consent is required under the provisions of this Deed such agreement or consent shall be required to be in writing and shall not be unreasonably withheld or delayed.

## **9. WAIVER**

No waiver (whether express or implied) by the 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 Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default.

## **10. FETTER OF DISCRETION**

Nothing in this Deed shall prejudice the exercise of any statutory power duty or discretion by the Council.

## **11. APPLICATION OF CONTRIBUTIONS**

The Council may either spend a contribution or sum it has received under this Deed itself for the purposes for which it was paid as set out in the definitions of each contribution or pass it to a third party to spend on its behalf PROVIDED THAT such contribution or sum may only be applied by the third party for the purpose for which it was paid to the Council and the Council shall procure that the third party complies with the relevant terms of this Deed in relation to such sum or contribution.

## **12. CHANGE OF OWNERSHIP**

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferees full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan but shall not be required to give such notice in respect of the transfer (freehold or leasehold) of any individual Dwelling.

### **13. NOTICES**

13.1 Unless otherwise agreed in writing:

- (a) notices shall be in writing and delivered by hand or first class post to the Owners and Developer at such address and for the attention of such person as may be specified from time to time or in the absence of a specified address to (in the case of a company) its registered address marked for the attention of the Company Secretary or (in the case of an individual) to their usual or last known address and to the Council at West Berkshire District Council Offices, Market Street, Newbury, Berkshire RG14 5LD addressed to the Head of Planning and Countryside; and
- (b) notices served by the Council are deemed to be valid if signed by the Head of Planning and Countryside or his authorised officer or by the Head of Legal and Electoral Services.

13.2 Notices and representations served by the Owners and Developer are deemed valid if signed by the relevant person referred to in clause 13.1

### **14. INTEREST**

If any payment which is due under this Deed is paid late interest will be payable from the date payment is due to the date of payment at the rate of 4% above the Bank of England's base rate.

### **15. LATER PLANNING PERMISSION**

Subject to clause 16 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed.

### **16. SECTION 73 PERMISSION**

16.1 In the event that planning permission is granted by the Council, pursuant to Section 73 of the 1990 Act to carry out the development authorised by the Planning Permission then unless notice is served by the Owners disapplying this clause 16.1, with effect from the date such new planning permission is granted pursuant to Section 73 of the 1990 Act:

- (a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind the Site in relation to the development the subject of such permission without the need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act; and
- (b) the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to such applications under Section 73 of the 1990 Act, the planning permission granted thereunder and the development permitted by such planning permission.

16.2 Clause 16.1 shall not apply to any planning permission in respect of which the Owners have served notice in writing upon the Council prior to the grant of such planning permission that the provisions of clause 16.1 shall not apply to such permission.

**17. VAT**

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

**18. JURISDICTION**

This Deed is governed by and shall be interpreted in accordance with the law of England.

**19. DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**20. DEVELOPER'S CONSENT**

The Developer acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless and until it acquires a freehold interest in the Site in which case it will be bound by the obligations as a person deriving title from the Owners.

**21. EXPERT DETERMINATION**

21.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (other than the sum of any Contribution) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference 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 to the dispute or difference in equal shares.

21.2 In the absence of agreement as the appointment or suitability of the person to be appointed pursuant to clause 21.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision in respect of such appointment, suitability or appropriateness as the case may be shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 21.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 working days after the conclusion of the hearing that takes place or 20 working days after he has received any file or written representation.
- 21.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting materials and the other party will be entitled to make a written counter submission within a further ten working days.

IN WITNESS WHEREOF the Parties have executed this Agreement as a Deed the day and year before written

**EXECUTION PAGE**

**SECTION 106 AGREEMENT**

This document has been executed by the Parties as a deed and is delivered on the date set out at the beginning of this deed.

**Executed as a Deed** by affixing the )  
**common seal of** )  
**WEST BERKSHIRE DISTRICT** )  
**COUNCIL** )  
in the presence of:

(affix seal)

sign here:

\_\_\_\_\_  
Director  
print name:

sign here:

\_\_\_\_\_  
Director / Secretary  
print name:

**Executed as a Deed** by )  
[redacted] )  
in the presence of: )

sign here:

Witness signature:

\_\_\_\_\_  
Witness sign here:

Witness name:

\_\_\_\_\_  
print name:

Witness address:

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insert address here:  
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Witness occupation:

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**Executed as a Deed by**  
[Redacted]

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Witness name:

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**Executed as a Deed by**  
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**Executed as a Deed by**

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**Executed as a Deed by**

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in the presence of: \_\_\_\_\_ )

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Witness address:

insert address here: \_\_\_\_\_

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Witness occupation:

insert occupation here: \_\_\_\_\_

**Executed as a Deed by** \_\_\_\_\_ )  
\_\_\_\_\_ in the )  
presence of: \_\_\_\_\_ )

sign here: \_\_\_\_\_

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print name: \_\_\_\_\_

Witness address:

insert address here: \_\_\_\_\_

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Witness occupation:

insert occupation here: \_\_\_\_\_

**Executed as a Deed by** )  
[REDACTED] )  
acting by its first attorney )  
 )  
acting by its second attorney )

Individual general partner sign here:

its general partner in the presence of:

Witness signature:

Witness sign here:

Witness name:

print name:

Witness address:

insert address here:

Witness occupation:

insert occupation here:

**Executed as a Deed by** )  
[REDACTED] )  
by its first attorney )  
 )  
in the presence of: )

Witness signature:

Witness sign here:

Witness name:

print name:

Witness address:

insert address here:

**Executed as a Deed by** )  
[Redacted] )  
 )  
 )  
 )  
 )

Director

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Secretary/Director

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Witness Signature

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Witness name and address:

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## **SCHEDULE 1**

### **Education**

#### **Part 1**

#### **Primary School**

1. The references to the construction and delivery of the Primary School in this part of this schedule refer to the construction and delivery of the Primary School on the Primary School Site.
2. The Owners and the Council may agree in writing that the Primary School will be constructed and delivered by the Owners on the Primary School Site such agreement to include a detailed specification which shall be substantially in accordance with the Primary School Specification and the estimated final costs for the construction and delivery of the Primary School PROVIDED THAT in no circumstances will the Owners be liable to any costs in connection with the construction and delivery of the Primary School which are in excess of the Primary School Contribution.
3. If an agreement is made in accordance with paragraph 2 of this part of this schedule within [ ] months from the Commencement of Development then:
  - (a) the Primary School shall be constructed and fitted out in accordance with the agreed specification prior to the Occupation of the [ ] Dwelling; and
  - (b) the Owners shall deliver a deed transfer of the Primary School Site to the Council (or to a governing body of other organisation as directed by the Council) the terms of which shall be substantially the same as those set out in Part 4 of this schedule within [ ] of the completion of the construction and fitting out of the Primary School in accordance with the agreed specification or such other date as may be agreed by the Council; and
  - (c) the obligation to pay the Primary School Contribution set out in Part 2 of this schedule shall not apply and shall immediately cease to have effect.

#### **Part 2**

#### **Primary School Contribution**

1. If no agreement is made between the Owners and the Council in accordance with paragraph 2 of Part 1 of this schedule within [ ] months from the Commencement of Development then the Owners shall:
  - (a) (If within [ ] months from the expiry of the date to reach agreement set out in paragraph 3 of Part 1 of this schedule the Council have sent a written request to the Owners to transfer the Primary School Site to the Council or other organisation directed by the Council) deliver a deed of transfer of the Primary School Site to the Council (or to a governing body or other organisation as directed by the Council) such transfer to be on the terms and conditions set out at Part 4 of this schedule; and

- (b) pay the Primary School Contribution to the Council in accordance with paragraph 2 of this paragraph 2 of Part 2 of this schedule.
2. The Owners covenant with the Council to pay the Primary School Contribution to the Council in the following instalments:
- (a) fifty percent (50%) of the Primary School Contribution prior to the Occupation of the [ ] Dwelling; and
  - (b) fifty percent (50%) of the Primary School Contribution prior to the Occupation of the [ ] Dwelling.

### **Part 3**

#### **Secondary Education Contribution**

1. The Owners covenant to comply with either Paragraph 2 or Paragraph 3 of this Part 3 of Schedule 1.
2. This paragraph applies if the Council have not secured payment in respect of the Secondary Education Works from third parties by the date that payment of required pursuant to paragraph 2.2 below:
- 2.1. Prior to the Occupation of [ ] the Owners shall pay to the Council £[ ] in respect of the Secondary Education Delivery Package Phase 1;
  - 2.2. Prior to the Occupation of [ ] the Owners shall pay to the Council £[ ] in respect of the Secondary Education Delivery Package Phase 2.
3. This paragraph applies if the Council have secured payment in respect of the Secondary Education Works from third parties by the date that payment is required pursuant to paragraph 2.2 above:
- 3.1. Prior to the Occupation of [ ] the Owners shall pay to the Council £[ ] in respect of the Secondary Education Works Delivery Package 1;
  - 3.2. Prior to the Occupation of [ ] the Owners shall pay to the Council £[ ] in respect of the Secondary Education Delivery Package Phase 2;
  - 3.3. Prior to the Occupation of [ ] the Owners shall pay to the Council £[ ] in respect of the Secondary Education Delivery Package Phase 3;
  - 3.4. Prior to the Occupation of [ ] the Owners shall pay to the Council £[ ] in respect of the Secondary Education Delivery Package Phase 4.

### **Part 4**

## Terms of Transfer

1. The terms and conditions referred to at paragraph 3(c) of Part 1 of this schedule are that:
  - 1.1 The site shall be transferred according to the Law Society's Standard Conditions of Sale ([ ] Edition) so far as they are applicable to a sale by private Deed and each area shall be transferred subject to:
    - (a) all matters registrable or capable of registration as local land charges (whether before or after the date hereof);
    - (b) all entries proposals or requirements affecting or relating to the land to be transferred given or made by a Government Department statutory undertaker or other public body or local authority (whether before or after the date hereof); and
    - (c) all rights easements created easements or privileges in the nature of light air drainage way passage and the light use enjoyed by or over the land to be transferred.
2. The transfer shall:
  - (a) be for a consideration of £1 and be made with full title guarantee;
  - (b) transfer to the Council the fee simple estate in the land thereby transferred with vacant possession unencumbered save as disclosed prior to the date of and in accordance with this Deed;
  - (c) impose a restriction on the use of the land transferred so that the land transferred may only be used for the purposes of an educational institution serving the local area and charging no fees for admission; and
  - (d) subject to paragraph 2**Error! Reference source not found.**, provide that upon the land transferred or any part thereof, ceasing to be used for the purposes referred to in paragraph 2(c), the land transferred shall thereupon immediately revert and be transferred to the transferor for a consideration of £1.



## **SCHEDULE 2**

### **Green Infrastructure LEAP and LAP**

#### **Green Landscaped Infrastructure**

1. The Owners covenant with the Council not to use or Occupy or cause, suffer or permit to be used or Occupied more than [ ] Dwellings within a Phase without first having completed the construction, laying out, planting of the Green Landscape Infrastructure within that Phase.

#### **Play Facilities**

2. The Owner covenants with the Council:
  - 2.1 not to use or Occupy or cause, suffer or permit to be Occupied:
    - 2.1.1 more than [ ] Dwellings within a Phase that contains the LEAP before a specification for the LEAP has been agreed with Council in writing;
    - 2.1.2 more than [ ] Dwellings within a Phase that contains the LEAP without first having provided that LEAP in accordance with the approved specification;
    - 2.1.3 more than [ ] Dwellings within a Phase that contains the LAP before a specification for the LAP has been agreed with Council in writing;
    - 2.1.4 more than [ ] Dwellings within a Phase that contains the LAP without first having provided that LAP in accordance with approved specification.

#### **Transfer**

3. Upon the completion of the Green Landscape Infrastructure LEAP and LAP to deliver a deed of transfer of the land upon which the Green Landscape Infrastructure LEAP and LAP is situated to the Council (or to a governing body or other organisation as directed by the Council) such transfer to be on the terms and conditions set out at paragraphs 6 and 7 of this schedule.
4. Upon the completion of the transfer of the Green Landscape Infrastructure LEAP and LAP to the Council (or to a governing body or other organisation as directed by the Council) to pay £[ ] to the Council (or to a governing body or other organisation as directed by the Council) for the maintenance and management of the Green Landscape Infrastructure LEAP and LAP.
5. Once the transfer of the Green Landscape Infrastructure has LEAP and LAP been delivered to the Council or to a governing body or other organisation as directed by the Council) the Owners shall not be responsible for the management and maintenance of the Green Landscape Infrastructure LEAP and LAP and may prevent the use of the Green Landscape Infrastructure LEAP and LAP until such time as that transfer is completed.
6. The Green Landscape Infrastructure LEAP and LAP shall be transferred according to the Law Society's Standard Conditions of Sale ([ ] Edition) so far as they are applicable to a sale by private Deed and each area shall be transferred subject to:

- (a) all matters registrable or capable of registration as local land charges (whether before or after the date hereof);
- (b) all entries proposals or requirements affecting or relating to the land to be transferred given or made by a Government Department statutory undertaker or other public body or local authority (whether before or after the date hereof); and
- (c) all rights easements created easements or privileges in the nature of light air drainage way passage and the light use enjoyed by or over the land to be transferred.

7. The transfer shall:

- (a) be for a consideration of £1 and be made with full title guarantee;
- (b) transfer to the Council (or to a governing body or other organisation as directed by the Council) the fee simple estate in the land thereby transferred with vacant possession unencumbered save as disclosed prior to the date of and in accordance with this Deed;
- (c) impose a restriction on the use of the land transferred so that the land transferred may only be used for the purposes of public open space and/or surface water drainage;
- (d) provide that upon the land transferred or any part thereof, ceasing to be used for the purposes referred to in paragraph 7Schedule 1Part 32(c), the land transferred shall thereupon immediately revert and be transferred to the transferor for a consideration of £1.

## SCHEDULE 3

### Highway Works and Contributions

1. The Owners covenant with the Council:
  - 1.1 unless another access to the Site is provided to the satisfaction of the Council before the Occupation of more than [ ] Dwellings not to use or Occupy or cause, suffer or permit to be Occupied more than [ ] Dwellings on the Site without first having completed the works approved under the Warren Road Consent;
  - 1.2 unless another access to the Site is provided to the satisfaction of the Council before the Occupation of more than [ ] Dwellings not to use or Occupy or cause, suffer or permit to be Occupied more than [ ] Dwellings prior to the substantial completion of the Highway Works (Kendrick Road Emergency Access);
  - 1.3 not to Occupy or cause, suffer or permit to be used or Occupied more than [●] Dwellings within the Development prior to the substantial completion of the On Site PROW Improvements;
  - 1.4 to pay to the Council the following contributions:
    - 1.4.1 £[ ] towards the A343 Andover Road – Warren Road to Monks Lane Cycle Route shown on drawing number [ ] prepared by Vectos and titled [ ] in Appendix C in the following instalments:
      - (a)
    - 1.4.2 £[ ] towards the A343 Andover Road – Monks Lane to Buckingham Road pedestrian / cycle improvements shown on drawing numbers 18/00828/S278/PHI/OP1/P1 Rev A; 18/00828/S278/PHI/OP1/P2 Rev A; 18/00828/S278/PHI/OP1/P3 Rev A prepared by the Council and titled [ ] in Appendix C in the following instalments:
      - (a) ;
2. The Owners covenant with the Council to comply with paragraph 2.1 or 2.2 of this schedule:
  - 2.1 If the Council has secured the payment of £[ ] from the owners and/or the developers of the Adjoining Site in respect of the Traffic Signals Costs to pay to the Council £[ ] in respect of the Traffic Signals Costs in the following instalments:
    - 2.1.1 [ ]; or
  - 2.2 If the Council has not secured the payment of £[ ] from the owners and/or the developers of the Adjoining Site in respect of the Traffic Signal Costs but always subject to part 3 of schedule 6 to pay to the Council the Traffic Signals Costs in the following instalments:
    - 2.2.1 [ ]
3. The Owners covenant with the Council to comply with paragraph 3.1 or 3.2 of this

- 3.1 The Owners covenant with the Council to comply with paragraph 3.1 or 3.2 of this schedule:
- 3.2 If the Council has secured the payment of £[ ] from the owners and/or the developers of the Adjoining Site in respect of the Pinchington Lane Junction Costs to pay to the Council £[ ] in respect of the Pinchington Lane Junction Costs in the following instalments:
- 3.2.1 [ ]; or
- 3.3 If the Council has not secured the payment of £[ ] from the owners and/or the developers of the Adjoining Site in respect of the Pinchington Lane Junction Costs but always subject to part 3 of schedule 6 to pay to the Council the Pinchington Lane Junction Costs in the following instalments:
- 3.3.1 [ ]
4. The Owners covenant with the Council to comply with paragraph 4.1 or 4.2 of this schedule:
- 4.1 If the Council has secured the payment of £[ ] from the owners and/or the developers of the Adjoining Site in respect of the St Johns Road Roundabout Costs to pay to the Council £[ ] in respect of the St John's Road Roundabout Costs in the following instalments:
- 4.1.1 [ ]; or
- 4.2 If the Council has not secured the payment of £[ ] from the owners and/or the developers of the Adjoining Site in respect of the St Johns Road Roundabout Costs but always subject to part 3 of schedule 6 to pay to the Council the St Johns Road Roundabout Costs in the following instalments:
- 4.2.1 [ ]

## **SCHEDULE 4**

### **Further Contributions**

1. The Owners covenant with to the Council:
  - 1.1 Not to Occupy any more than [ ] Dwellings until it has paid the Public Transport Contribution to the Council;
  - 1.2 Prior to the Occupation of [ ] Dwellings to pay to the Council the Healthcare Contribution;
  - 1.3 Prior to the Occupation of [ ] Dwellings to pay to the Council the Travel Plan Contribution.

## SCHEDULE 5

### Affordable Housing

#### Part 1

#### INTERPRETATION

In this schedule and throughout this Deed in addition to the definitions provided in clause 1 of this Deed the following words shall have the following meanings:

**Affordable Housing** means affordable housing as defined in the National Planning Policy Framework or National Planning Policy Guidance or any reissue of the same and which shall include Affordable Rented Housing, Extra Care Housing, Intermediate Housing, Shared Ownership Housing and Social Rented Housing;

**Affordable Housing Scheme** means a scheme for each Phase separately to be submitted to the Council for its approval outlining:

- (a) the numbers of each type of Affordable Housing Unit within that Phase;
- (b) the tenure mix of the Affordable Housing Units within that Phase;
- (c) the Intermediate Housing Scheme for that Phase;
- (d) the Intermediate Rent Scheme and/or Shared Equity Scheme (if applicable) for that Phase; and
- (e) the Extra Care Housing Scheme for that Phase;

**Affordable Housing Unit** means each and every unit of Affordable Housing to be constructed pursuant to the Development and "Affordable Housing Units" shall be construed accordingly;

**Affordable Rented Housing** means housing let by Registered Providers to households who are otherwise eligible for Social Rented Housing but where the affordable rent is subject to controls that require a rent of no more than 80% of the local Market Rent;

**Allocation Policy** means [●] [Council to confirm

**Base Rent** means the annual rent of each individual Affordable Housing Unit divided by the number of weeks over which such rent is collected in each year excluding the Service Charge;

**Building Standard** means the Building Regulations 2010;

**Extra Care Housing** means housing which provides care and/or support for people aged 55 years and over (or by exception for people below the age of 55 years who are not able to live independently without assistance) comprising individual residential units and additional facilities for the provision of care services providing independent living for people with care needs;

**Extra Care Housing Provider** means a provider of Extra Care Housing;

**Extra Care Housing Scheme** means a scheme outlining the residential mix and tenure mix of the Extra Care Housing Units;

**Extra Care Housing Unit** means 60 units (or such other number approved with the reserved matters approval for the Development or otherwise with the Council) of Extra Care Housing which are to be constructed on the Development including any associated parking spaces(s) and residential curtilage and "Extra Care Housing Unit" shall mean any one of such units;

**Extra Care Land** means the land upon which the Extra Care Housing is to be constructed;

**Extra Care Land Services** means the following rights and the following services:

- (a) rights that enable access to and from the public highway by vehicles pedestrians and cyclists;
- (b) metalled access road to and from the public highway suitable for use by vehicles pedestrians and cyclists;
- (c) electricity and gas supply (if gas is available);
- (d) foul and surface water drainage;
- (e) telecommunications service; and
- (f) water services.

**First Time Buyer** means a prospective purchaser who has not been the freehold or long leasehold owner of any other housing (whether as the outright owner or with mortgages or other loan finance) either in whole or part at any previous time within the United Kingdom and who cannot otherwise afford to rent or buy housing generally available on the open market;

**General Affordable Housing** means Affordable Housing which is not Extra Care Housing;

**General Affordable Housing Unit** means each and every unit of General Affordable Housing to be constructed as part of to the Development and "General Affordable Housing Units" shall be construed accordingly;

**Homes England** means Homes England as established under the Housing and Regeneration Act 2008;

**Initial Let** means the first tenancy of each newly constructed and previously unoccupied Affordable Housing Unit to be offered for rent within the Development;

**Independent Valuer** means a member of the Royal Institution of Chartered Surveyors appointed by the Owners at its own cost but first approved by the Council, and the phrase "Independent Valuers" shall be construed accordingly;

**Intermediate Housing** means housing for sale or rent provided at a cost above Social Rented Housing but below Market Value or Market Rent meeting the criteria of Affordable Housing. Such housing may include Shared Equity products (but not

shared equity loans under the Homes England Help to Buy Scheme), Shared Ownership, Intermediate Rent or other approved affordable home ownership products (where a discount or subsidy from Market Value applies to provide for affordability) as may be agreed between the Owners, the Registered Provider and the Council and "Intermediate Housing Unit" shall be construed accordingly;

**Intermediate Housing Scheme** means a scheme outlining the:

- (a) the tenure of the Intermediate Housing; and
- (b) marketing strategy that will be applied to the disposal of Intermediate Housing;

**Intermediate Rent** means Affordable Housing available for private letting either through the Owners or a Registered Provider at a Base Rent above that for Social Rented Housing but below Market Rent subject to the Base Rent and Service Charge (if any) for an Affordable Housing Unit comprising Intermediate Rent not exceeding 80% of the Market Rent and "Intermediate Rent Units" shall be construed accordingly;

**Intermediate Rent Scheme** means a scheme submitted pursuant to paragraph Part 21.11 of this present schedule detailing the marketing arrangements for Intermediate Rent Units;

**Local Help to Buy Agent** means the organisation approved by Homes England from time to time to administer its affordable home ownership programme;

**Local People** means [●] [Council to confirm];

**Market Housing Unit** means each and every Unit (other than an Affordable Housing Unit) to be constructed pursuant to the Development;

**Market Rent** means the market rent of a Unit at the point of letting on the assumption that the Unit is a Market Housing Unit and not an Affordable Housing Unit;

**Market Value** means the market value of the relevant Affordable Housing Unit at the point of sale as validated by an Independent Valuer on the assumption that the Unit was otherwise a Market Housing Unit and not an Affordable Housing Unit;

**Practical Completion** means completion of the construction of any Unit together with all associated infrastructure works and service connections to such a standard that any such Unit is fit for human habitation, free of patent defects and complies with the Planning Permission to enable beneficial Occupation;

**Registered Provider** means a provider of Social Housing who is registered with Homes England under Part 2 of the Housing and Regeneration Act 2008;

**Retail Price Index** means the Retail Price Index published by the Office for National Statistics (or such other index as may be agreed between the parties);

**Service Charge** means the amount chargeable by the Owners or Registered Provider as the case may be to the tenant of each Affordable Housing Unit to



cover services to be provided by the Owners or Registered Provider having regard to the Landlord and Tenant Acts 1985 and 1987 as amended;

**Shared Equity** means Intermediate Housing where the purchaser (which may include a First Time Buyer) acquires an Affordable Housing Unit in part with a mortgage (usually up to 75% of the Unit's Market Value including deposit) together with an equity loan provided by the Registered Provider, Council or Owners as applicable for the balance of the Market Value in accordance with a detailed scheme to be agreed with the Council;

**Shared Equity Scheme** means the scheme to be submitted pursuant to paragraph **Error! Reference source not found.** of this schedule which shall include:

- (a) confirmation that the purchaser (and any subsequent purchaser unless or until the charge is redeemed) will pay up to 75% of the Market Value for the Shared Equity Unit and a charge over the remaining equity of the Shared Equity Unit in favour of the Council will be entered into;
- (b) details of the charge in favour of the Council, the terms of which are to be agreed but which will rank behind any primary charge in relation to a mortgage obtained by the purchaser in respect of up to 75% of the equity which is not going to be subject to the charge in favour of the Council;
- (c) details of the re-sale provisions including the status of the charge and a cascade mechanism in the event that it is not possible to sell the Shared Equity Units to a Qualifying Person; and
- (d) confirmation that no rent or interest is payable on the remainder of the equity in the Shared Equity Unit that is to be charged to the Council;

**Shared Ownership** means housing provided by a Register Provider as applicable which is made available on the basis of part rent and part sale in proportions agreed between the relevant seller and the buyer/tenant in accordance with a Shared Ownership Lease

**Shared Ownership Lease** means a lease in the form or substantially in the form of the Homes England model form from time to time or in such other form as shall be approved by Council;

**Social Housing** means housing for either low cost rental or low cost home Ownership as defined in Part 2 of the Housing and Regeneration Act 2008 and which meets the criteria of Affordable Housing set out in this Deed;

**Social Rented Housing** means housing owned by local authorities or private Registered Providers which is subject to Homes England guidance target rents regime and which is made available to people who are registered under the Choice Based Lettings Scheme to be agreed with the Council.

**Unit** means for the purposes of this schedule only any Affordable Housing Unit or Market Housing Unit (and for the avoidance of doubt includes Extra Care Housing) and "Units" shall be construed accordingly.

## Part 2

### AFFORDABLE HOUSING QUANTUM

1.1 Subject to paragraph 1.11 of this schedule and unless otherwise agreed with the Council the Owners covenant:

- (a) that 40% of the Units to be provided as part of the Development as a whole but not on each Phase shall be Affordable Housing Units in accordance with the Affordable Housing Scheme;
- (b) that 70% of the General Affordable Housing Units shall be Affordable Rented Housing or Social Rented Housing;
- (c) that 30% of the General Affordable Housing Units shall be Intermediate Housing; and

PROVIDED THAT any fraction of a General Affordable Housing Unit (as the case may be) produced by calculating the percentage shall be rounded up if 0.5 General Affordable Housing Units or over and shall be rounded down if under 0.5 General Affordable Housing Units.

1.2 In respect of the Affordable Housing Units comprising Extra Care Housing the Owner shall use reasonable endeavours to conclude an agreement relating to the transfer of Extra Care Land to an Extra Care Housing Provider.

1.3 In the event that the Owner concludes an agreement with an Extra Care Provider:

- (a) the Owner shall provide the Extra Care Land Services to the Extra Care Land and transfer the Extra Care Land to the Extra Care Housing Provider as required in accordance with the contract entered into between the Owner and the Extra Care Provider;
- (b) the Extra Care Housing Provider shall submit the Extra Care Housing Scheme to the Council as part of any reserved matters application for the Extra Care Housing; and
- (c) the Extra Care Housing Provider shall provide the Extra Care Housing in accordance with the Extra Care Housing Scheme

1.4 The Owners shall:

- (a) ensure that the first sale tenancy or lease of any Affordable Housing and 50% of any subsequent sale or lease or tenancy shall be advertised in accordance with the Council's [Allocation Policy];
- (b) procure that all Affordable Housing Units shall be constructed to the Building Standard;
- (c) subject to paragraphs 1.9(b) of this schedule ensure that all Affordable Housing shall not be used other than for Affordable Housing;

## **AFFORDABLE HOUSING PROVISION**

- 1.5 The Owners covenant to submit the Affordable Housing Scheme for a Phase to the Council as part of any Reserved Matters Application for that Phase and not to Commence Development of that Phase until the Affordable Housing Scheme for that Phase has been approved by the Council as part of the Reserved Matters Application for that Phase PROVIDED THAT if the mix and triggers submitted in the Affordable Housing Scheme for that Phase accord with paragraphs 1.1(b) and **Error! Reference source not found.** and 3.1 (as the case maybe) of this schedule the Affordable Housing Scheme for that Phase shall be deemed to be approved by the Council.

## **RESTRICTION ON OCCUPATION**

- 1.6 Subject to paragraph 3.3 of this schedule not to Occupy or cause or permit the Occupation of more than [90%] of the Market Housing Units within a Phase until all of the General Affordable Housing Units for that Phase have been transferred to a Registered Provider.
- 1.7 It is hereby agreed that the following provisions shall apply to Affordable Housing Units provided pursuant to the Permission comprising Shared Ownership Housing, Social Rented Housing or Affordable Rented Housing:
- (a) the Owner shall use reasonable endeavours to conclude an agreement with a Registered Provider selected by the Owners for the transfer of Social Rented Housing or Affordable Rented Housing or Shared Ownership Housing as the case may be to the Registered Provider;
  - (b) in the event that the Owner has not concluded an agreement with a Registered Provider for the transfer of either Social Rented Housing or Affordable Rented Housing or Shared Ownership Housing within three months the Owner shall provide the Council with reasonable evidence of efforts made to conclude an agreement with a Registered Provider during that period and shall be free to dispose of the Shared Ownership Housing, Social Rented Housing or Affordable Rented Housing as any type of Intermediate Housing subject to the provisions of this schedule.
- 1.8 In respect of the Affordable Housing Units comprising Intermediate (excluding Shared Ownership Housing other than those Units which may be disposed of as Intermediate Housing pursuant to paragraph 1.7(b) of this schedule) the Owner shall:
- (a) for a period of three months following the approval of the Intermediate Housing Scheme for a Phase use reasonable endeavours to conclude an agreement relating to the transfer of Intermediate Housing Units to a Registered Provider or an occupier (as the case may be); and
  - (b) in the event that the Owner has not concluded an agreement with a Registered Provider or an occupier for the transfer of the Intermediate Housing for a Phase by the expiry of the period referred to in paragraph 3.3(a) the Owner shall be free to dispose of the Intermediate Housing as

Market Housing and this schedule shall no longer apply or be binding or enforceable on or against the Owners or their mortgagee or any successors or other persons deriving title from them.

## **INTERMEDIATE HOUSING**

- 1.9 In respect of the Affordable Housing Units comprising Intermediate Housing, the Owner may either:
- (a) transfer those Intermediate Housing Units to a Registered Provider for letting or disposal as appropriate to Local People on a Shared Ownership basis; or
  - (b) directly dispose of those Intermediate Housing Units to eligible Local People on a Shared Equity basis; or
  - (c) let those Intermediate Housing Units to eligible Local People on an Intermediate Rent basis.
- 1.10 In the event that the Owner elects to provide Intermediate Housing Units within a Phase to eligible Local People on a Shared Equity basis pursuant to 1.9(b) of this schedule a Shared Equity Scheme for that Phase will be submitted to the Council for approval as part of the Affordable Housing Scheme for that Phase or if such scheme has already been approved .
- 1.11 In the event that the Owner elects to provide Intermediate Housing Units within a Phase to eligible people on an Intermediate Rent basis pursuant to paragraph 1.9(c) of this schedule an Intermediate Rent Scheme for that Phase shall be submitted to the Council for approval as part of the Affordable Housing Scheme.

## **EXCLUSION OF LIABILITY**

Unless expressed otherwise from the date of Practical Completion of an Affordable Housing Unit and its availability for Occupation it shall not be used other than for Affordable Housing save that all obligations in this deed shall not be binding on:

- (a) a mortgagee chargee or receiver (or an administrator, howsoever appointed, including a housing administrator) of each of the Affordable Housing Units or any part thereof exercising a power of sale in respect of a default by the then owner of the relevant Affordable Housing Unit (which may include mortgagees or chargees or receivers (or administrators howsoever appointed including a housing administrator) or against a person deriving title from a mortgagee chargee or receiver (or an administrator, howsoever appointed, including a housing administrator); or
- (b) a person acquiring one of the Affordable Housing Units pursuant to any form of statutory right to acquire binding upon the then owner of the relevant Affordable Housing Unit or the mortgagee chargee or receiver of the relevant Affordable Housing Unit following such acquisition; or
- (c) a lessee of one a Shared Ownership Unit or who has staircased to 100% of the equity therein or the purchaser from or the mortgagee chargee or receiver of the lessee of that unit; or

(d) the successors in title to the parties listed in paragraphs 5(a), 5(b) and 5(c).

## **SCHEDULE 6**

### **Council Covenants**

#### **Part 1**

##### **Financial Contribution**

1. In respect of each of the highway works set out in schedule 3 separately the Council covenants to complete each of these works within (separately) 5 years of the payment to the Council of the contribution for each of those highway works .
2. Save as provided for in paragraph 1 of this Part 1 to schedule 6 the Council covenants that it shall expend (or contractually commit to the expenditure of) any contributions paid to it under this Agreement within the period of seven years from the payment of the relevant contribution. In the event that the Council has not expended or contractually committed to expend the contribution by that date the Council shall within 20 working days of receiving a written request to do so (such request not to be served before the expiration of the said 7 year period) certify the amount of the relevant contribution(s) that has not been expended or contractually committed with relevant supporting documentation and repay that sum or the part of the relevant contribution(s) that has not been certified to have been expended or contractually committed along with interest accrued thereon to the person or body who paid the contribution and not their successors in title within 20 working days of such certification.

#### **Part 2**

1. The Council covenants with the Owner that in granting any permission for the Adjoining Site it will procure either by way of condition or a section 106 of the Act planning obligation that a vehicular pedestrian and cycle link is constructed through the Adjoining Site that links to a public highway outside of the Adjoining Site and connects into a road within the Site [that is itself linked to a public highway outside of the Site other than through this link.

#### **Part 3**

1. The Council covenants with the Owner and the Developer to use its reasonable endeavours to require the receipt of the payment of the Adjoining Site Mitigation Sums upon the grant of any planning permission for the development of the Adjoining Site and recover the Adjoining Site Mitigation Sums when due.
2. The Council covenants with the Owner and the Developer to apply the Adjoining Site Mitigation Sums received by the Council to reimburse to the Owners any of the Adjoining Site Mitigation Sums paid by the Owners under paragraphs 2.2, 3.2 and 4.2 of schedule 3 within 21 days of receipt by the Council such sums to be increased by multiplying such sum by the percentage by which the Index has increased from the date of payment by the Owners to the date of reimbursement of such sums by the Council to the Owners.
3. The Council covenants with the Owner and the Developer that in the event the Adjoining Site is not developed or any development on the Adjoining Site is such

that some or all of the works associated with the Traffic Signals Costs and/or the Plnchington Lane Junction Costs and/or the St Johns Road Roundabout Costs are not necessary for the Development it will negotiate with the Owners to reduce (including to zero) the amount payable in respect of the Traffic Signals Costs and/or the Plnchington Lane Junction Costs and/or the St Johns Road Roundabout Costs.

4. The Council covenants with the Owner and the Developer that any or all of the Traffic Signals Costs and/or the Plnchington Lane Junction Costs and/or the St Johns Road Roundabout Costs shall be adjusted to take account of any contributions secured by the Council in connection with the grant of planning permission for the development of land other than the Site or the Adjoining Site and which are to be applied to the same purposes.
5. The adjustment to the contributions payable under paragraph 4 of this schedule shall be by way of a reduction in the amount payable or by way of re-imbursement (within 21 days of receipt by the council) and shall be such adjustment as is fair and reasonable in all of the circumstances and shall be agreed between the Owners and the Council or in default of agreement shall be determined by the Expert pursuant to clause 21.

#### **Part 4**

1. The Council covenants with the Owner and the Developer to use its reasonable endeavours to require the receipt of a payment of a proportion of the costs of the Secondary Education Works upon the grant of any planning permission for any development that will benefit from those works with the amount of that contribution to be calculated proportionally based upon the child yield from the Development against the child yield from all other developments that will benefit from the Secondary Education Works.
2. The Council covenants with the Owner and the Developer to apply a proportion of the sums received from developments that will benefit from the Secondary Education Works received by the Council to reimburse to the Owners a proportion (calculated proportionally based upon the child yield from the Development and the child yield from all other developments that will benefit from the Secondary Education Works so that the Developer will after receipt of such sum have paid only an amount equal to the proportion of the child yield of the Development against the child yield of all other developments benefitting from the Secondary Education works with such sum to be agreed with the Developer or in default of agreement within 21 days of the receipt of any sums from other developments determined in accordance with clause 21) of any of the sums paid by the Owners under paragraphs 2.1 and 2.2 of Part 3 of Schedule 1 within 21 days of receipt by the Council such sums to be increased by multiplying such sum by the percentage by which the Index has increased from the date of payment by the Owners to the date of reimbursement of such sums by the Council to the Owners.





**APPENDIX A**

Form of Planning Permission

**APPENDIX B**

Site Plan

## **APPENDIX C**

### Primary School Site and Specification

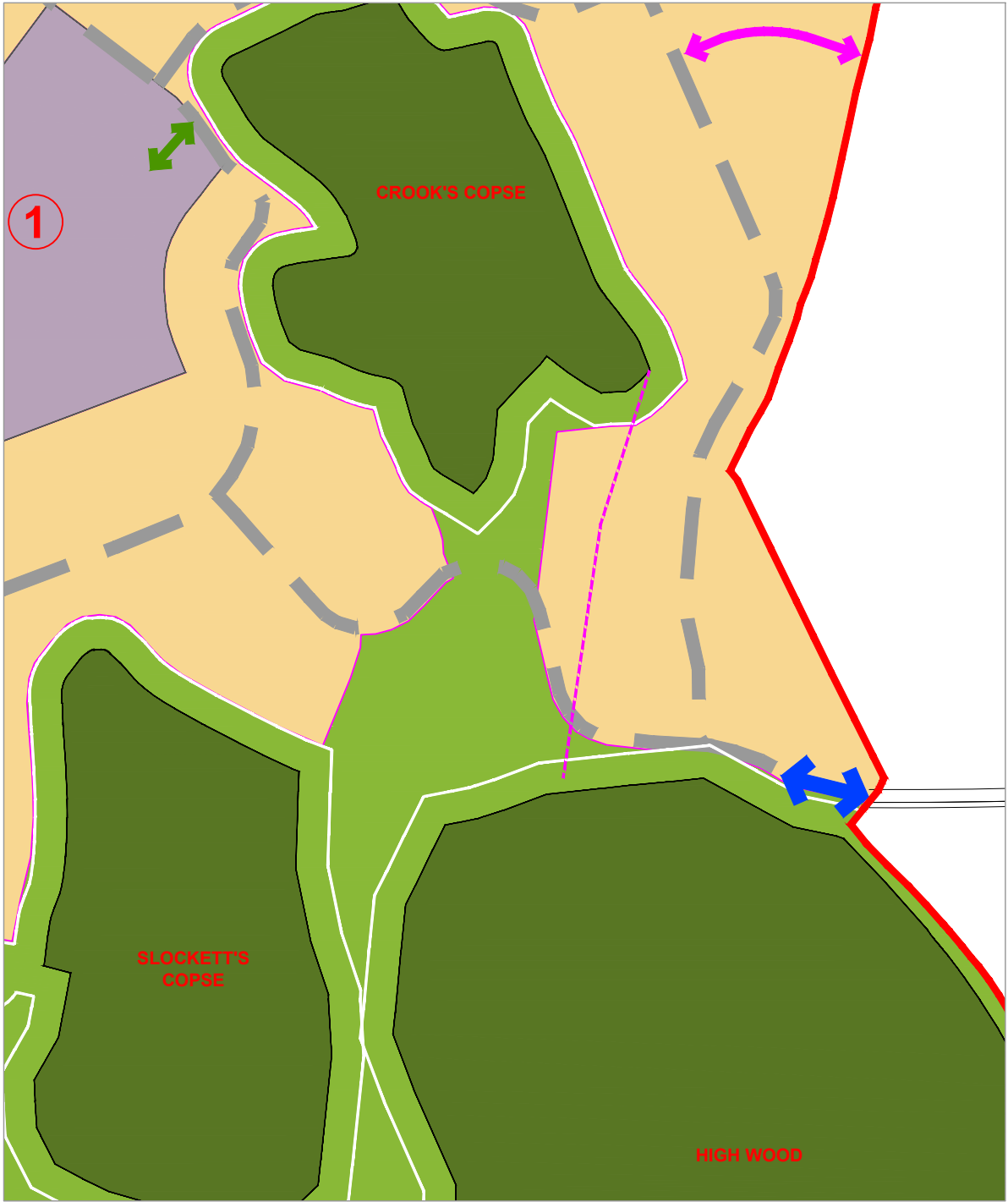
**APPENDIX D**  
Masterplan  
Green Infrastructure, LEAP & LAP

**APPENDIX E**  
Highway works drawings

**APPENDIX F**  
IDP



**Appendix 14: Extract from Land Use and Access Plan overlaid  
Settlement Boundary Policy C1**



Line showing the edge of development footprint as shown on SPD drawing

APP/2.14.1  
 Extract of Parameters Plan  
 (Comparison with Policy C1 and  
 SPD Masterplan)





## **Appendix 15: Summary of Sandleford Park SPD Strategic Objectives**

## Supplementary Planning Document Objective and Scheme Components

SPD Objective	Scheme components
To deliver up to 2,000 homes, at least 1,000 of which will be delivered by 2026. A mix of types and tenures of housing will be provided, with an emphasis on family homes to meet identified needs. At least 40% affordable housing will be required.	<ul style="list-style-type: none"> <li>• The proposed development will deliver up to 1000 new homes and 80 extra care units.</li> <li>• Sandleford Park West will also provide up to 440 new homes and 60 extra care units.</li> <li>• Housing mix is to be fixed in accordance with Table 7 and defined by planning condition and obligation; family housing is the predominant type of housing.</li> <li>• 40% affordable housing will be provided.</li> </ul>
To provide 2 principal vehicular accesses into the site from Monks Lane with a bus link through the site to Warren Road. Other accesses will be explored and should include: An all vehicle access link through Warren Road; and An access onto the A339 close to the Household Waste Recycling Centre (HWRC).	<ul style="list-style-type: none"> <li>• Two points of access will be constructed on Monks Lane.</li> <li>• A bus link from Monks Lane to Andover Road will be delivered with the development of Sandleford Park West.</li> <li>• In the interim a bus loop accessing and egressing onto Monks Lane will be provided.</li> <li>• The main access road will be built to connect to the A339 link for which planning permission has been granted. The Council have secured LEP funding for this link and the Applicants propose a financial contribution towards its construction.</li> <li>• The Sandleford Park West development proposes an access via the widening of Warren Road and a junction on to Andover Road to create a fourth point of access; a planning application to improve and enhance Warren Road has been submitted by DNH in respect of this.</li> </ul>
To ensure the conservation and enhancement of the heritage assets both within and in close proximity to the site.	<ul style="list-style-type: none"> <li>• The Heritage and Landscape Assessment has informed the design principles for the Country Park.</li> <li>• The arrangement of development within Development Parcel Centre specifically avoids views from Sandleford Priory.</li> <li>• Below ground archaeology is not a constraint to development.</li> </ul>
To ensure that the development of the site responds to the landscape character of the area and new strategic landscaping is put in place to minimise adverse visual impacts.	<ul style="list-style-type: none"> <li>• The landscape and visual assessment has informed the arrangement of built development within the site and the green infrastructure strategy in order to minimise landscape and visual impacts. In overall terms, there are beneficial landscape and visual effects.</li> <li>• Early planting is shown on the Strategic Landscape and Green Infrastructure Plan. Its detailed design and implementation is to be determined by planning condition. Management and Maintenance is to be secured by planning obligation.</li> </ul>
To retain all important trees and hedgerows on the site, including all of the ancient woodland areas. To manage access to the ancient woodlands to ensure that their ecological value is not compromised.	<ul style="list-style-type: none"> <li>• Wherever possible, trees and hedgerows have been retained and are protected as part of the green infrastructure strategy. All of the ancient woodlands are retained and protected by the required buffer. Future management of these assets are illustrated by the Ecological Mitigation Management Plan and the Landscape and Green Infrastructure Design and Management Plan.</li> </ul>
To enhance the ecology and biodiversity on the site, in particular through woodland management and the creation of the Country Parkland.	<ul style="list-style-type: none"> <li>• The proposed development will have beneficial effects on the ecological and biodiversity value of the site, as illustrated in the Biodiversity Net Calculator. Future management of these assets will be determined by the Ecological Mitigation Management Plan.</li> </ul>
To retain approximately 60% of the site as informal open space to be accessible to existing and future residents. This will include Country Parkland and green linkages across the site as well as play areas for all ages.	<ul style="list-style-type: none"> <li>• 84 hectares of land are proposed as the Country Park – 74% of the application site - which will be delivered in two phases alongside the proposed development.</li> </ul>
To put in place a range of Sustainable Drainage Systems (SuDS) to ensure that surface water discharge from the site is effectively managed and provides wildlife and ecology benefits.	<ul style="list-style-type: none"> <li>• Sustainable drainage measures are proposed both within the development areas and in the Country Park. These are defined in the Drainage Strategy and will be designed to deliver water quality and ecology benefits.</li> </ul>
To provide a local centre within the site to help create a sustainable community. This will include retail provision, early years education provision, a mini recycling centre, employment space and community facilities.	<ul style="list-style-type: none"> <li>• Development Parcel Centre includes the local centre which will provide the uses referred to.</li> <li>• Early years education will be provided at the primary school.</li> </ul>

<p>To provide sufficient education provision to accommodate the pupils from the site including early years provision, primary school provision and contributions for the expansion of Park House School.</p>	<ul style="list-style-type: none"> <li>• A new two form entry primary school will be provided in Development Parcel North 1. The Section 106 Agreement will determine the terms of the transfer of the land and the procurement of the school.</li> <li>• Land has been identified in Development Parcel Centre to allow expansion of Park House School. An area of land is also shown at Sandlesford Park West associated with Park House School.</li> <li>• The Section 106 Agreement will determine the terms of the transfer of the land and the procurement of the secondary school. Pro-rata financial contributions from both developments will be made towards education provision.</li> </ul>
<p>To deliver the site holistically as one community, within which there are two new neighbourhoods to the north and to the west of the site. These neighbourhoods will take account of the site's topography and deliver high quality built form which responds to the surrounding character and context.</p>	<ul style="list-style-type: none"> <li>• The development proposals are similar to the Framework Masterplan within the SPD. The site wide plans prepared for Sandlesford Park and Sandlesford Park West show how these two sites have been planned in an integrated manner to ensure comprehensive development.</li> <li>• The Design and Access Statement illustrates the character area objectives for each of the development parcels within the application site.</li> <li>• The Design and Access Statement for Sandlesford Park West similarly illustrates character area objectives.</li> </ul>
<p>To preserve and enhance the character of the area in terms of both its townscape and landscape design. To respond to the surrounding environment and create a sense of identity through the creation of character areas.</p>	<ul style="list-style-type: none"> <li>• The Design and Access Statement illustrates the character area objectives for each of the development parcels within the application site.</li> </ul>
<p>To deliver the development on site in a way that maximises the potential for carbon reduction, sustainable construction and renewable energy generation.</p>	<ul style="list-style-type: none"> <li>• The means to achieving this objective for residential dwellings is now determined in accordance with the Building Regulations. BREEAM Pre-assessments have been submitted in respect of non-residential uses.</li> </ul>
<p>To ensure that the infrastructure needs arising from the development on the site are planned and delivered comprehensively in a timely and coordinated manner which keeps pace with the development.</p>	<ul style="list-style-type: none"> <li>• Where relevant to the proposed development and where the application site plays a strategic role in facilitating such infrastructure this is catered for.</li> <li>• The timing of infrastructure provision is set out in the draft Section 106 Agreement.</li> <li>• CIL payments cater for a great many other infrastructure requirements.</li> </ul>



## **Appendix 16: CIL Governance Arrangements**

## West Berkshire CIL Guidance: CIL Governance Arrangements

### Strategic Projects

Authority is delegated to the Head of Development and Planning, to distribute strategic CIL receipts in the following manner:

70% to be allocated transport & highways and education projects

10% to be allocated to other services

### Meaningful Proportion

From the total of the CIL receipts collected, 15% of the generated income is required to be allocated towards the provision of new infrastructure in the community (town or parish council) in which development has taken place, up to a limit of £100 per existing council tax dwelling. This rises to 25% of receipts where a community has a neighbourhood development plan in place. In West Berkshire, the only neighbourhood development plan to be adopted is in Stratfield Mortimer.

Under the CIL Regulations (2010) (as amended), in a Regulation 121B report, the parish/town council must publish, on an annual basis, the amount of CIL money it has received, spent, brought forward from previous years, intends to carry forward to the following year and where money has been spent. A pro forma report has been supplied to the parish/town councils in West Berkshire. This information is required to be published on the local councils' websites on an annual basis.

### Administration

Under the CIL Regulations (2010) (as amended), West Berkshire District Council is permitted to allocate up to 5% of all CIL receipts to assist in the costs of administering, monitoring and enforcing the CIL.

