

Planning Application Reference:	Y/81/10/
Document Type:	Section 106 agreement
Date of Agreement:	17th November 2011

NB: Above text in bold to be included in free text field.

Check thoroughly for **telephone numbers/email addresses & signatures** and block.
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer

Dated: 17 November 2011

Between:

- | | | |
|-----|---|-------------------|
| [1] | KENBRIDGE LIMITED;
JACQUELINE ANN WALKER;
PETER MAURICE LUSH;
ROBIN MICHAEL LUSH;
JOHN ANTHONY LUSH; and
ANDREW CHARLES LANGMEAD | [the "Owners"] |
| [2] | M J GLEESON GROUP PLC | [the "Applicant"] |
| [3] | ARUN DISTRICT COUNCIL | ["ADC"] |
| [4] | WEST SUSSEX COUNTY COUNCIL | ["WSCC"] |

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990

and other powers relating to land at

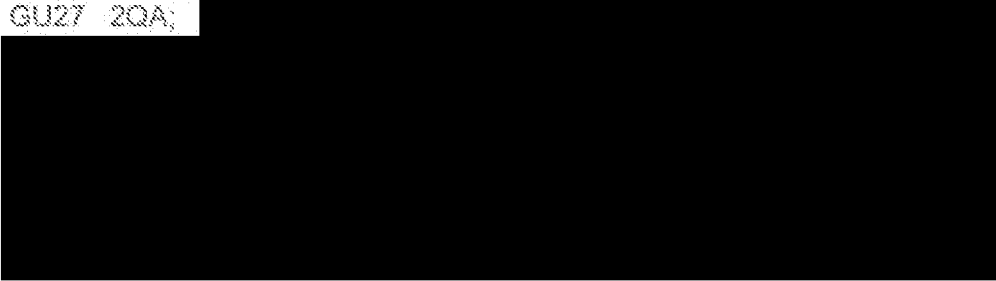
Burndell Road, Yapton, West Sussex

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON

Reference:

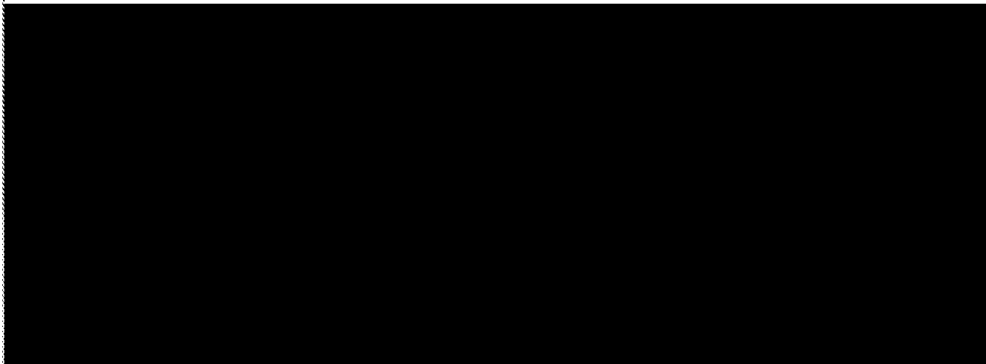
1. **THIS DEED** dated 17th November 2011 is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("the Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. **PARTIES**

"Owners"	KENBRIDGE LIMITED (registered in England number 809826) whose registered office is at Hamilton House, 39 Kings Road, Haslemere, Surrey GU27 2QA; 
"Applicant"	M J GLEESON GROUP PLC (registered in England number 479529) whose registered office is at Sentinel House, Harvest Crescent, Ancells Business Park, Fleet, Hampshire GU51 2UZ
"ADC"	ARUN DISTRICT COUNCIL , Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF
"WSCC"	WEST SUSSEX COUNTY COUNCIL , County Hall, Chichester, West Sussex PO19 1RQ

3. **CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS**

3.1

Party	Capacity
Owners	Kenbridge Limited is the freehold owner under HMLR registered Title number WSX67933 of land at West Sussex the relevant part of which (shown for identification purposes only edged blue on the attached Plan) is to be bound by this Agreement (the "Kenbridge Land").  The Kenbridge Land, the Lush Land and the Langmead Land are, together, referred to as the "Site".
"Application"	The Application for Planning Permission under ADC Ref: Y/81/10 dated

	15 th October 2010 and submitted on that day for the development of the Site by the construction of 173 new dwellings and associated car parking, public open space, including children's play areas vehicular access and highway works and " Planning Application " and " Development " shall be construed accordingly. The Applicant has the benefit of an option to purchase the Site from the Owners subject to planning permission being granted pursuant to the Planning Application.
ADC and WSCC	Planning Authorities under Town and Country Planning Act 1990 (the " Act ") and (as relevant) the payees in relation to the statutory functions and purposes identified herein in clause 5.
"Planning Acts"	The Town and Country Planning Act 1990; the Planning and Compensation Act 1990, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and all delegated legislation made pursuant to those Acts
"Highways Act"	The Highways Act 1980

3.2 References in this Agreement to any statute or statutory provision include references to:

- (a) all Acts of Parliament and all other legislation having legal effect in England as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
- (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

3.3 References in this Agreement to any party include reference where appropriate to the successors in title to that party. In addition, references to ADC include any successor local planning authority exercising planning powers under the Acts and references to WSCC include any successor local highway authority.

3.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall remain unaffected.

3.5 Words importing the singular shall include the plural and vice versa and words importing any particular gender shall include all other genders.

4. BACKGROUND

4.1 The Application was refused planning permission by ADC on 26th May 2011 and the decision notice was issued on 27th May 2011.

4.2 Pursuant to section 78 of the Act, the Applicant has appealed to the Secretary of State against the said refusal of planning permission and save in the circumstances set out in clause 4.3 below the Applicant and ADC and WSCC are agreed that if planning permission for the proposed development is granted the said planning permission should be granted subject to planning obligations which are necessary to render the development acceptable in planning terms.

- 4.3 The planning obligations specified within this Deed shall only bind the Applicant or the Owners if and to the extent that the Secretary of State or his Inspector decides that the obligation complies with the requirements of the provisions of Regulation 122 of the Community Infrastructure Regulations 2010 such that the said obligation may lawfully be taken into account in considering whether to grant planning permission.
- 4.3 Subject to clause 4.3 above, the parties have agreed to enter into this Deed with the intention that the obligations contained herein are planning obligations and may be enforced by the ADC and/or the WSCC against the Owners, the Applicant and their respective successors in title.

5. CONTRIBUTIONS PAYABLE

- 5.1 Subject as aforesaid, the Owner and the Applicant undertake with the ADC and WSCC to make to WSCC the payments specified in the table below, for the purpose therein specified on the Due Date:

<u>Payee</u>	<u>Payment Due Date (the "Due Date")</u>	<u>Amount</u>	<u>Statutory Function/Purpose</u>
<u>The "Libraries Contribution"</u>			
WSCC	Before occupation of the 85 th dwelling	£32,301	To meet the increase in need for library facilities arising from the development
<u>The "Fire Service Contribution"</u>			
WSCC	Before occupation of the first dwelling	£3,943	To meet the increase in need for fire service facilities arising from the development
<u>The "Highway Contributions"</u>			
WSCC	Before Commencement of the Development	£10,000	For the provision of two new bus shelters at two locations on Bumdell Road, as indicated on drawing number 2009/1082/015
	Before first occupation	£20,000	For the provision of real time information systems at the locations of two bus stops on Bumdell Road, as indicated on drawing number 2009/1082/015
	Before first occupation	£25,000	To provide on-carriageway cycle improvements on the B2233 between Yapton village centre and Barnham railway station.
	Before first occupation	£15,000	For monitoring of the Travel plan.

	Before Commencement of the Development	£5,000	For the costs of preparation of a Traffic Regulation Order and costs ancillary thereto
<u>The "NHS Contribution"</u>			
ADC	Before completion of the development	£79,421	To meet the assumed increased demand for NHS services arising from the development

5.2 The Owners and the Applicant undertake with ADC and WSCC to make the payments on or before the applicable Due Date.

5.3 ADC and WSCC hereby undertake with the Owners and the Applicant that:

- on receipt of each of the above contributions, the monies will be paid into an interest bearing account; and
- that each contribution will only be used for the purpose for which it has been paid pursuant to this Deed and for no other purpose; and
- either ADC or WSCC as appropriate will no later than 10 years after the date of occupation of the last of the dwellings to be occupied on the Site repay to the person which paid that contribution any part of the said contribution which then remains unspent, together with the interest earned on the said contribution.

6. ADDITIONAL COVENANTS BY THE OWNERS AND THE APPLICANT

The Owners and the Applicant hereby covenant with the ADC and the WSCC that:

Highways

6.1 that they will not Commence the Development until such time as an agreement has been entered into with the WSCC pursuant to the Highways Act 1980 for the following works in the existing highway to be carried out:

- bus stop improvements (new Kassel-type high kerbing) and footway improvements adjacent to two bus stop locations on Burndell Road, as indicated on drawing number 2009/1082/015);
- resurfacing and Lighting Works to Footpath (No 200/2) between site and Downview Road, including new uncontrolled crossing of Downview Road (as indicated on drawing number 2009/1082/014);
- shared foot/cycleway along Burndell Road from Goodhew Close to village centre including uncontrolled crossings at Downview Road and public car park access and crossing of Burndell Road between Goodhew Close and PROW on southern side of Burndell Road (as indicated on drawing numbers 2009/1082/011, 012, 018, 019);
- formation of the access to site from Goodhew Close, including road marking improvements to Goodhew Close.

- 6.2 Upon Commencement of the Development to prepare and submit to the Highway Authority for approval a residential travel plan (the "**Travel Plan**"). The Travel Plan shall be prepared in accordance with (a) the travel plan annexed hereto and (b) the WSCC Travel Plan Guidance and after implementation it shall be monitored using the current TRICS UK Standards. Upon occupation of the first dwelling on the Site to be occupied, the Travel Plan shall be implemented.

Affordable Housing

- 6.3 To provide affordable housing on the Site in accordance with the requirements of Schedule 4 to this Deed.

Public Open Space

- 6.4 To provide one neighbourhood equipped area of play ("**NEAP**") and three local areas of play ("**LAPs**") within the areas of land on the Site designated as Public Open Space.
- 6.5 On completion of the development the Owners and the Applicant will dedicate it for use in perpetuity as public open space and hereby covenant that it will be maintained in perpetuity either by a management company funded by the payment of service charges by residents of the development or by being offered for adoption by ADC subject to the payment of an appropriate commuted sum.

Fire Hydrants

- 6.6 Prior to the occupation of any of the dwellings on the Site to install three (3) fire hydrants on the Site in locations agreed with the Fire and Rescue Service of WSCC in accordance with the standards appearing at Schedule 5.

Burdell Bridge

- 6.7 Burdell Bridge (the "**Bridge**") is the bridge over the route of the (now disused) canal on the Langmead Land in the position marked "A" on the Plan attached hereto (being AAP Architecture drawing number P/626/S106/01). In order to secure the future maintenance and upkeep of the Bridge for the benefit of the public, Andrew Charles Langmead is prepared to transfer the ownership of the Bridge to a suitable person (including for this purpose a corporate entity) which can show to the Owners' reasonable satisfaction that that person will seek to preserve, restore and retain the bridge for the benefit of the community. Should such a person come forward within two years of the date hereof, and subject to the Commencement of the Development having taken place, the Owners will make available to that person a grant in the sum of £10,000 as a contribution towards the restoration and future upkeep and maintenance of the bridge.
- 6.8 Should it be that case that no suitable person comes forward within two years of the date hereof, this obligation on Mr Langmead and the Owners will fall away and be of no further effect.

Permissive Path

- 6.9 Subject to the grant of planning permission, the Owner of the Langmead Land undertakes to WSCC to provide and to make available for public use before the Completion of the Development a permissive footpath between the points marked "B" and "C" on the Plan attached hereto, on the route marked thereon by a dotted

line, to connect the proposed public open space on the Development to the footpath marked as FP363 on the definitive map for the area maintained by WSCC as the local highway authority. For the avoidance of doubt, the Owner of the Langmead Land declares that it is not his intention to dedicate this permissive footpath as a public right of way.

Path and gate to adjacent commercial development

6.10 The proposed Development includes a footway and cycleway connection to the adjacent land known as Ford Airfield Industrial Estate, the freehold of which is owned by Kenbridge Limited. For security reasons, a gate will be provided across the footway at the boundary between the Site and the Industrial Estate in the approximate position marked "D" on the Plan attached hereto. The Owners will arrange that the gate is usually kept unlocked during normal working hours.

7. ADDITIONAL CLAUSES

The Owners and the Applicant undertake with ADC and WSCC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. Save for the provisions of clause 7.5 below, which will come into effect on the execution of this Deed, this Deed will take effect on the Commencement of the Development.

7.1.2. S56 of the Act will apply to determine Commencement of the Development **SAVE THAT** the following shall not be taken to Commence the Development:

- construction or erection of boundary fencing, hoardings or signs;
- construction of temporary accesses and/or temporary highway works;
- archaeological investigations or works;
- ground investigations or site surveys;
- works of demolition to any building on the Site and/or removal of any hardstanding;
- works of clearance including the removal of rubble and other waste material from the site;
- remediation works;
- the laying and/or diversion of service media;
- interim landscaping works;
- the erection of any portable, demountable or temporary buildings on the Site, or the removal of the same from the Site;
- the erection of security cameras on the site; or

- the provision or erection of temporary facilities for security or other personnel,

and "Commence" and "Commencement" shall be construed accordingly.

7.1.3. On Commencement of the Development the Owners or the Applicant will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

7.2 Index Linking

General

7.2.1 The Owner and the Applicant undertake to ADC that any sums payable by the Owner or the Applicant under this agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

A is the sum actually payable on the Payment Date

B is the original sum mentioned in this agreement payable on the Due Date

C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date

D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement

$\frac{C}{D}$ is equal to or greater than 1

The adjustment in clause 7.2 shall only be made where the Payment Date is more than 6 months after the date of this undertaking

Specific

7.2.2 The Owner and the Applicant undertake with ADC and WSCC that the following method of index-linking shall apply to the particular contributions specified below:-

The Libraries Contribution & the Fire Service Contribution

These contributions shall be increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date when the contribution is actually paid

7.3 Interest on Payments

The Owners and the Applicant undertake with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed but not paid on the Due Date from

the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

7.4 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

7.5 Legal and Administrative Costs

On completion of this Deed the Owners and the Applicant agree to pay:

7.5.1 to ADC and WSCC respectively their reasonable legal costs incurred in preparing and entering into this Agreement;

7.5.2 to pay to the ADC on Commencement of the Development a contribution of £250 incurred in monitoring compliance with this Agreement;

7.5.3 to pay on Commencement of the Development to the ADC their additional standard administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation amounting in total to £350 calculated as follows:-

Affordable Housing	x	£50
Public Open Space	x	£50
LEAP	x	£50
Highways	x	£50
Fire Service	x	£50
Libraries	x	£50

7.5.4 TOTAL administrative and monitoring costs (7.5.2 and 7.5.3):

$$(\text{£}50 \times 6) + \text{£}250 = \text{£}550$$

8. GENERAL

8.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.

8.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.

8.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.

8.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

8.5 This Deed shall apply to the Development as authorised by the Planning Permission.

8.6 This Deed is a Local Land Charge and shall be registered as such.

- 8.7 No person will be liable for any breach of this Deed which occurs after the date on which they part with their interest in the Site or the part of the Site in respect of which the breach occurs.
- 8.8 Nothing in this Deed shall prejudice or otherwise affect the rights, discretions, powers, duties and obligations of either ADC or WSCC under all statutes, bye-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 8.9 This Deed shall not be enforceable against owners or occupiers of individual Residential Units or their mortgagees or chargees save for the Affordable Housing obligations in Schedule 4 which shall be enforceable only against the owners or occupiers of individual Affordable Housing Units unless and until they have staircased their interest to 100% or have exercised their right to buy or preserved right to buy or their right to acquire under the Housing Act 1985 or the Housing Act 1996

9. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Site when this Deed is signed then the Applicant will on becoming the freehold owner notify ADC in writing as soon as practicable.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 20

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton [2] County Planning Officer, West Sussex County Council, County
-----	---

	Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee : Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton	If WSCC is Payee : County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester
---	--

Please answer all the questions. It may

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number (where applicable)

5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SCHEDULE 3

Travel Plan

**LAND NORTH OF BURDELL
ROAD, YAPTON**

**Proposed Development of 173
Residential Units**

Residential Travel Plan Framework

**Prepared on behalf of
MJ Gleeson Group Plc**

CMB/SAJ/GLES/09/1082/TP05

October 2010

RGP TRANSPORT PLANNERS & CIVIL ENGINEERS

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Vol Registration No: 271 9321 34 • Registered in England No: 4227913. Registered office: 1 Heron Close, North Green, Farnham, West Sussex GU14 6PL



DOCUMENT CONTROL

Project: Land North of Burndell Road, Yapton
Proposed Development of 173 Residential Units

Document: Residential Travel Plan Framework

Client: MJ Gleeson Group Plc

Reference: CMB/SAJ/GLES/09/1082/TP05

Document Checking:

Author: CMB Date:

Checked by: SAJ Date:

Approved by: PMR Date:

Status:

<u>Issue</u>	<u>Date</u>	<u>Status</u>	<u>Issued by</u>
1.	16/04/2010	First Draft	CMB
2.	04/06/2010	Second Draft	CMB
3.	14/10/2010	For Submission	CMB
4.			
5.			
6.			
7.			

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PLANS

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1 INTRODUCTION

1.1 Background

1.1.1 RGP (Russell Giles Partnership Limited) is instructed by MJ Gleeson Group Plc (MJGG) to advise on highway and transport planning matters in relation to the proposed development of land to the north of Burndell Road in Yapton.

1.1.2 The redevelopment of the site comprises a total of 173 dwellings of the following housing mix:

- (i) 3 x 2 bedroom flats;
- (ii) 19 x 2 bedroom houses;
- (iii) 107 x 3 bedroom houses;
- (iv) 44 x 4 bedroom houses.

1.1.3 A total of 40% (69 in number) of the dwellings would be allocated as affordable housing.

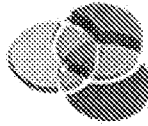
1.1.4 The proposed development would be accessed via an extension of the existing residential cul-de-sac of Goodhew Close, with access taken at its northern end. This access would provide the main route into the site for all users. Access is also proposed via Fordwater Gardens which would serve as a secondary emergency route. Pedestrian routes are proposed throughout the site, linking to the existing pedestrian routes, with improved links to existing cycle routes also proposed as part of the development.

1.1.5 A Transport Assessment (TA) has been prepared by RGP to accompany the planning application for the site (ref: CMB/GLES/09/1082/TA04) which considers the proposals in detail and the impact of the development on the local highway network.

1.1.6 The TA identifies that the proposals would have no significant impact on the condition of capacity or safety of the local highway network, and with the successful introduction of this Travel Plan, the operation of the highway network would be improved.



- 1.1.7 The TA identifies that the initiatives proposed within this Travel Plan, if utilised and executed successfully, are anticipated to deliver a saving of 10% in traffic generation following five years after full occupation of the proposed development (2018). This is in line with WSCC's Draft Travel Plan Guidance for anticipated reductions for rural areas.
- 1.1.8 MJGG are committed to encouraging sustainable travel for all journeys from and to this development site and as such, by way of this Travel Plan, have committed to the measures and initiatives which are set out here within.
- 1.1.9 During the preparatory stage of this Travel Plan Framework document, discussions have taken place with Travel Plan Officers at West Sussex County Council (WSCC), to identify their expectations and experience of residential travel planning. As part of this preparatory stage, the draft document entitled: "West Sussex County Council Development Travel Plan Policy" (TPP) was considered in detail, and this report is written based on the principles of that Policy.
- 1.1.10 In addition, reference has also been made to the Department for Transport's "Making Residential Travel Plans Work: Guidelines for New Development", which was published in September 2005 and supplementary summary document released in June 2007.
- 1.1.11 WSCC's TPP document identifies that a full Travel Plan should be prepared for any development which meets the thresholds defined within the DfT's Guidance on Transport Assessment, which is 80 residential units for a C3 land use.
- 1.1.12 The remainder of this report is divided into four sections, as follows:
- (i) Section 2 sets out the existing accessibility credentials of the site, and briefly considers the predicted traffic generation for the proposed development;
 - (ii) Section 3 identifies the aims and objectives of the Travel Plan and gives context to the proposed Targets of the plan for reducing single occupancy car travel;
 - (iii) Section 4 provides information about the range of infrastructure measures and initiatives which would be implemented and considers the potential for recovery measures in the event that the target is not achieved;
 - (iv) Section 5 provides details of the implementation, management, monitoring, review and enforcement of the Travel Plan.



1.2 What is a Travel Plan?

1.2.1 A Travel Plan is a package of measures tailored to the needs of an individual site and aimed at promoting greener, cleaner travel choices by reducing reliance on the use of the private car. The development of such measures can enable individuals and family groups to reduce the impact of travel and transport on the environment whilst also bringing a range of benefits to the individual, by way of financial savings, and benefits to the local community.

1.2.2 Travel Plans are introduced predominantly for journeys to or from work, although more recently new residential developments have introduced such plans to target individuals at the commencement of all of their journeys, i.e. home. In some instances it is not practical for all to alter their mode of travel from a single car occupant to a more sustainable mode, however, by providing a range of alternatives through bespoke initiatives, there are opportunities for individuals to contribute to improving the local environment and their own personal health and well being.

1.2.3 For **residents** a travel plan can:

- Improve access to essential services and jobs;
- help provide less stressful options for travel, particularly to work and for the school run;
- give opportunities to build healthy exercise into daily life;
- reduce journey-times to local destinations;
- reduce the cost of travel to work, or avert the need to buy a car;
- provide a more vibrant community to live in.

1.2.4 For the **local community** a travel plan can:

- make local streets less dangerous, less noisy and less polluted;
- enhance public transport;
- improve the environment and the routes available for cycling and walking;
- help create a place which is better to live in, work in and visit and which attracts investment.

1.3 The "Life Cycle" of a Travel Plan

1.3.1 A Travel Plan is never complete but is an evolving document and process which needs continuous input and monitoring from those that maintain it, as well as the commitment from all residents and the Developer. Figure 1.1 illustrates the basic "life cycle" of a Travel Plan from its inception, implementation and monitoring.

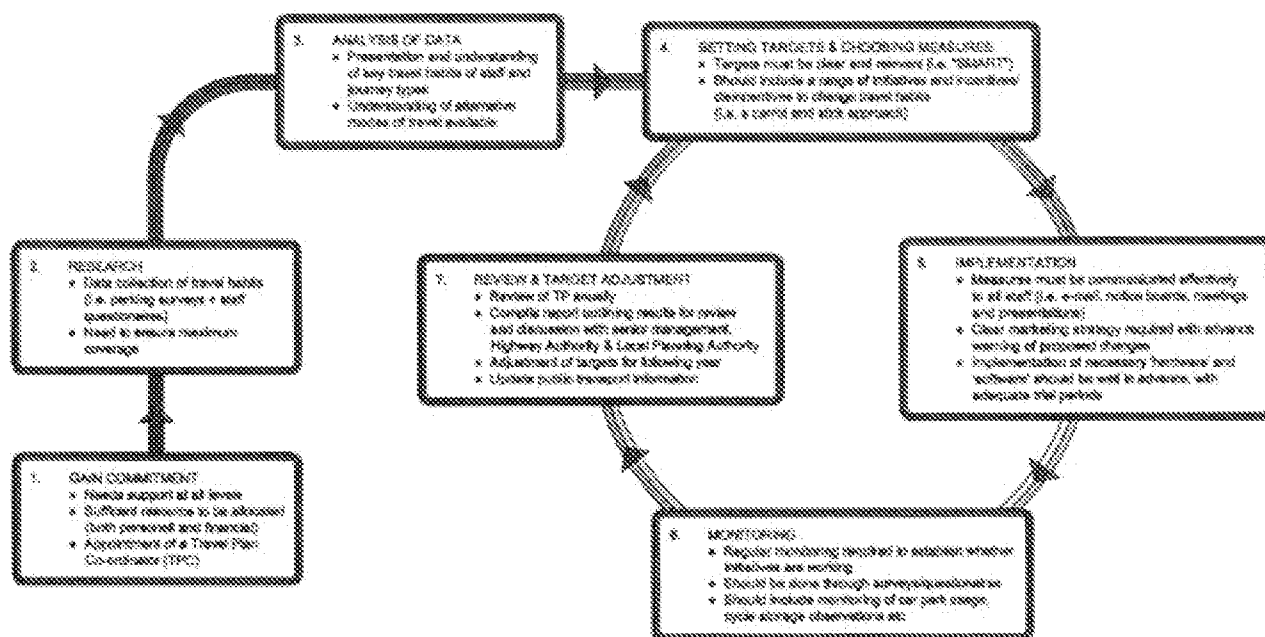


Figure 1.1 Travel Plan Process Chart

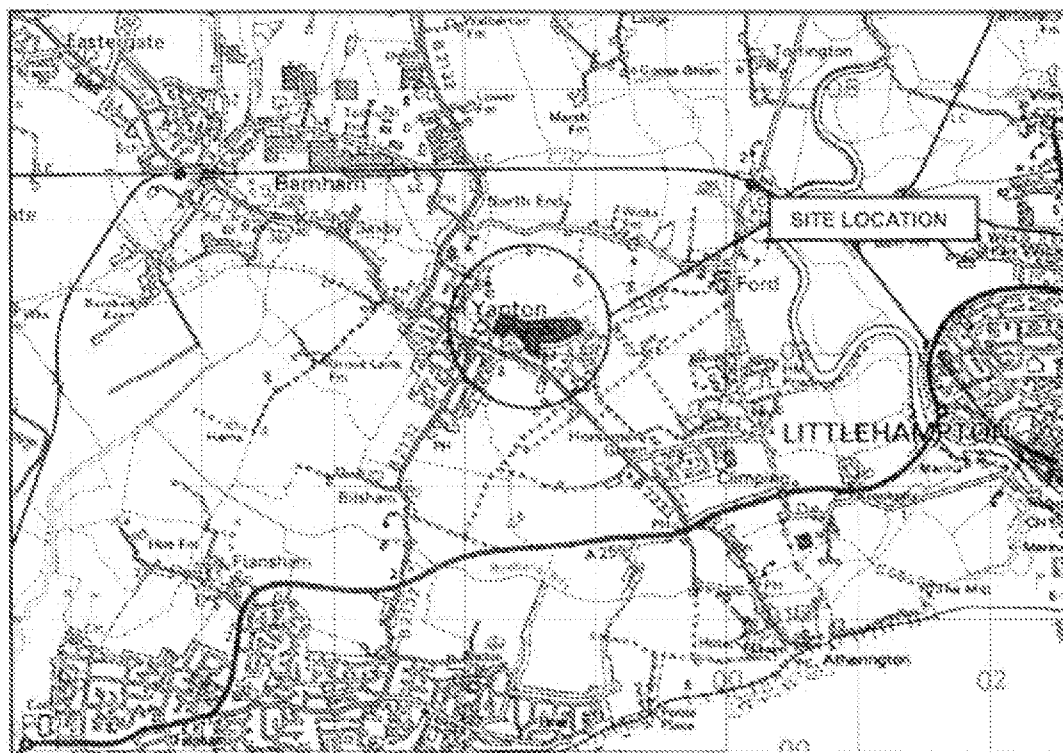
1.3.2 As illustrated by the above diagram, there are 7 principal stages required to effectively implement a Travel Plan during its initial introductory period. Following the initial introductory period, the Travel Plan would be continually optimised to improve matters.



2 ACCESSIBILITY CREDENTIALS AND TRAFFIC IMPACT

2.1 Site Location

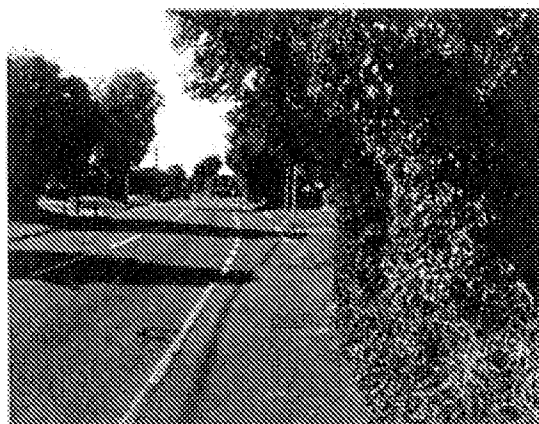
- 2.1.1 The Plan below illustrates the location of the site in relation to the local highway network. **Plan 02** attached hereto illustrates the proximity of the site to local services and facilities within the village of Yapton.
- 2.1.2 The site lies to the north of Burndell Road, which forms part of the B2233 running south-east to north-west through the centre of Yapton village. Burndell Road is a local distributor road which runs through Barnham, to the north, before joining the A29 at Eastergate, and runs south-east joining with the A259 at Climping to the west of Littlehampton.
- 2.1.3 Access to the south from Yapton is provided via the B2132 Bilsham Road, which links with the A259 Strategic route which continues to the southwest towards Bognor Regis, and access to the north is via the B2132 North End Road towards Walberton and the A27 Trunk Road.



Plan 01: Site Location



- 2.1.4 Burndell Road is a wide single carriageway road with some frontage activity along its length within the village of Yapton. It is subject to a speed limit of 30 mph, benefits from good street lighting and good footway provision, generally on both sides, often protected from the carriageway by way of a grass verge.



Typical View along
Burndell Road



Typical View within
Goodhew Close

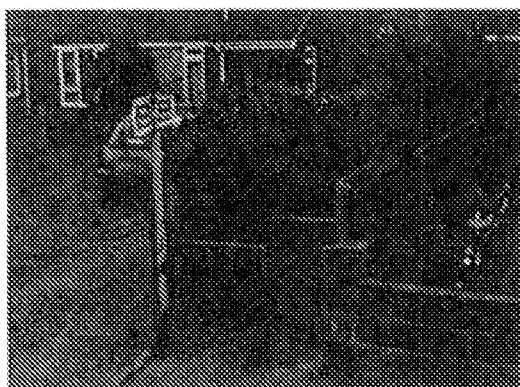
- 2.1.5 Goodhew Close which takes access from Burndell Road by way of a simple priority junction is a residential collector road with a typical carriageway width of 5.5 metres. Goodhew Close benefits from street lighting and good footway provision on both sides along its length and also in its horizontal alignment ensures that vehicle speeds are restricted to absolute minimum levels. Goodhew Close currently serves 46 dwellings.
- 2.1.6 Fordwater Gardens is a narrow residential collector road, with a typical width of less than 5.0 metres. Access to the site is provided via the end of Fordwater Gardens, which would be retained under the development proposals to serve as a secondary emergency route only in the event that the main vehicular access via Goodhew Close was obstructed.

2.2 Pedestrian and Cycle Accessibility

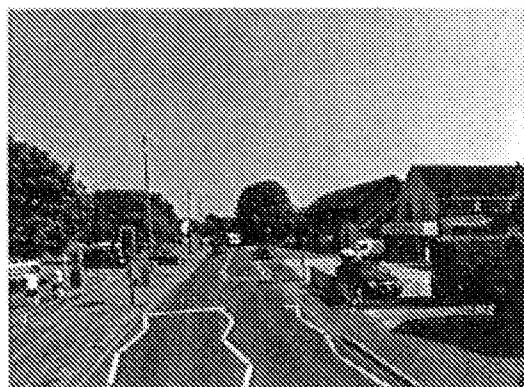
- 2.2.1 As highlighted above, generally the local road network between the site and central Yapton is subject to good levels of street lighting with good footway provision on both sides of the carriageway.
- 2.2.2 The footway provision is generally of good quality, varying in width between 2 metres when adjacent to general residential development and 4 metres at pedestrian crossing points.



- 2.2.3 Further off-road pedestrian and cycle routes exist between the site and the village centre, many of which pass through the site providing a safe and direct link to the local facilities. The pedestrian footpath on the western side of the site links to Downview Way and provides a direct link to the local shops with a journey time of approximately 4 minutes. A signal controlled pedestrian crossing is provided adjacent to the local shops to allow for the safe passage of pedestrians across Burndell Road.

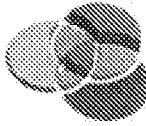


Existing pedestrian footpath
through Downview way



Signal Controlled Pedestrian
Crossing on Yapton Road

- 2.2.4 Further information on the village centre and other amenities and facilities is provided within the Transport Assessment which accompanies the planning application. In addition, a Walking Audit of the local infrastructure and the proposed pedestrian and cycle improvements, which would be implemented as part of the development proposals, are detailed within the TA.
- 2.2.5 Information about local facilities would also be contained within the residential Home Travel Pack which would be provided for all new residents of the proposed development.
- 2.2.6 The cycle network is well developed in West Sussex, with various cycle routes situated along the south coast. The South Coast Cycle Route passes through Yapton along Burndell Road/Bilsham Road, which links between Chichester, Bognor Regis and Worthing. As part of the development proposals further cycle improvements would be made both locally, between the site and village centre and continuing to Burnham Railway station.
- 2.2.7 **Plan 02** attached hereto illustrates the routes of segregated footway and cycleway facilities close to the site, and the main local centres, facilities and amenities within easy reach of the site.



2.3 Accessibility to Key Services

2.3.1 Many key services are accessible to prospective residents of the site on foot as illustrated on **Plan 02** attached hereto, since they are located with Yapton village, the centre of which is within 500 metres from the site (6 minutes walk). Yapton village centre benefits from the following key services:

- (i) Post Office;
- (ii) Co-op convenience food and non-food store;
- (iii) Butcher and Take-away;
- (iv) Community Centre / Village Hall;
- (v) Recreational Ground.

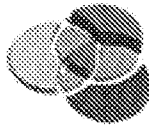
2.3.2 Further afield, however still within the village of Yapton, there are numerous other specialist shops, places of worship and employment opportunities.

2.3.3 A Walking Audit of the local area, for routes between the site and the main destinations identified on **Plan 02**, attached hereto, was undertaken, and is attached to the TA.

2.3.4 With regard to education, Yapton benefits from a child nursery located at Happy Days Playschool, Drove Lane, Yapton (ages 0 to 5) and Yapton C of E Primary School (ages 4 to 11) on North End Road, which is approximately 12 minutes walk, or a short cycle from the site.

2.3.5 Several Secondary Schools are located within close proximity to the site:

- (i) Littlehampton Community College is a 27 minutes away using bus number 700 and including a short walk;
- (ii) Felpham Community College which is 29 minutes away on bus number 700 and a short walk;
- (iii) St Philip Howard Catholic High School, Barnham which is 13 minutes away on bus number 66 or 20 minutes away on school bus number 66a and a short walk.



- 2.3.6 In regard to health, two Doctors Surgeries are available within 1 mile of the site at Meadowcroft Surgery on Bilsham Road; and Yew Tree Surgery on North End Road, both of which are highlighted on **Plan 02**.
- 2.3.7 For local shopping trips, beyond that offered by the CO-op store within the village centre of Yapton, Tesco Superstore in Littlehampton is available. This is accessed via the number 700 to Tesco, or alternatively via a free bus service which operates to the Tesco's store on a Tuesday and Thursday departing from the corner of Burndell Road and Bilsham Road at 09:28 and returning 2 hours later.
- 2.3.8 The main employment opportunities within walking distance of the site are located within Ford Airfield Industrial Estate (3 minutes walk), which abuts the site to the east and a small business park at North End Road (15 to 20 minutes walk). Both of these employment opportunities are accessible on foot without needing to cross any main road.
- 2.3.9 Further afield, the main centres of Littlehampton, Bognor Regis and Chichester are realistic employment destinations for prospective residents of the site.
- 2.3.10 Littlehampton is accessible by bicycle, being located within 5 kilometres of the site, with part of the route being along Ferry Road which forms part of the proposed National Cycle Network Route Number 2. Alternatively, Littlehampton is accessible on public transport as follows: being located within a 14 minute journey from the site via bus number 700, Chichester town centre is also accessible from the site via bus number 700.
- 2.3.11 In summary, it is considered that the site is well located for journeys made on foot to the key services associated with food retail, health, education and employment, largely due to its position within the village of Yapton, which has many of these facilities. Yapton also provides other facilities which would be important to prospective residents, and the additional local population would improve the viability of such services in Yapton.
- 2.3.12 Some Health, Secondary education and employment needs are facilitated further afield from Yapton, however, as demonstrated above these are accessible relatively easily via public transport.
- 2.3.13 The transport planning guidance provided by the Central Government document PPG13 suggests in relation to walking:

"Walking is the most important mode of travel at the local level and offers the greatest potential to replace short car trips, particularly under 2km. Walking also forms an often forgotten part of all journeys by public transport and car".



2.3.14 On the basis of the advice set out in PPG 13, as summarised above, the development site is well located for access on foot or cycle since it is within a 2km walk/cycle distance of public transport services, as well as employment, recreation and retail facilities available within Yapton village centre.

2.3.15 In relation to cycling PPG13 states;

"Cycling also has potential to substitute for short car trips, particularly those under 5km, and to form part of a longer journey by public transport."

Cycling would also be an attractive alternative mode, not least due to the topography of the local area, which is conducive to encouraging cycling for some journeys.

2.3.16 The infrastructure measures throughout this TP include the provision of permeable routes through the site for pedestrians and cyclists to allow easy access to the employment facilities, local amenities and bus stops etc. In addition, cycle parking for all residents is part of the proposals to encourage ownership and hence greater use of bicycles. Additional off-site infrastructure, particularly for cyclists, is also considered.

2.4 Accessibility by Bus

2.4.1 As illustrated on **Plan 02** appended hereto, there are a number of bus stops on the B2233 Burndell Road, through the village of Yapton. The closest bus stops are within 4 minutes walk from the site, accessible to residents via Goodhew Close or Fordwater Gardens.



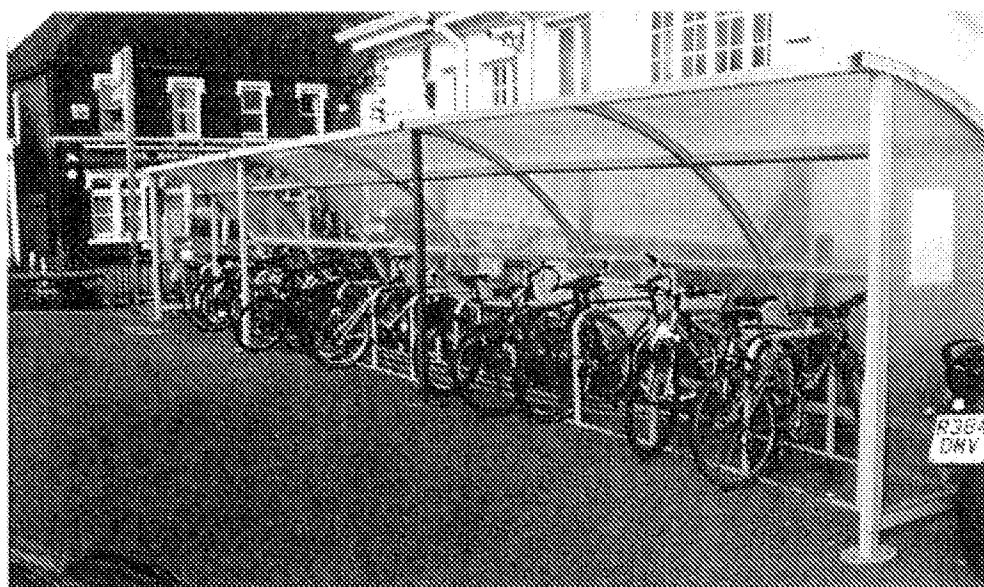
Existing Eastbound Bus Stop on Burndell Road

- 2.4.2 The service which is accessible from these stops is the number 700 which is a long distance route along the south coast between Portsmouth and Brighton, with local destinations including: Bisham, Flansham, Felpham, Bognor Regis, North Bersted, Elbridge, Merston, Chichester and Littlehampton.
- 2.4.3 This service operates every 30 minutes through Yapton between 06:30 and 22:17 hours on Monday through to Saturday with 1 bus every hour on a Sunday between 07:40 and 20:12.
- 2.4.4 As part of the development proposals, and in line with that agreed by way of the Section 106 Agreement for the previous application on the site improvements to the nearest bus stops, as reference within the TA, would be funded by the developer. These would take the form of improved shelter provision and raised kerbs to allow more accessibility onto and off the bus for mobility impaired users.
- 2.4.5 The local bus service 66/66A, accessible from the bus stop in the junction of Bisham Road and Burndell Road operates in both directions offering a regular circuit to Bognor Regis town centre and neighbouring villages. All local services in the area are operated by Stagecoach. The service 66/66A commences in Bognor Regis High Street and travels north via Westergate, Barnham, Walberton and Yapton before returning to the town centre via Barnham. The journey time from the site to Bognor Regis town centre is approximately 25 minutes. This service operates an hourly frequency between 07:00 and 19:00 hours from Monday to Saturday.



Accessibility by Rail

- 2.4.6 Barnham railway station is the closest mainline station to the site, located approximately 3000 metres north-west of the site. Although Barnham Station is outside of the distance considered to be acceptable within PPG13 to be attractive as a walk, it is considered that the topography of the route between Yapton and Barnham is conducive to encouraging cycling to and from the railway station.



Cycle Parking Facilities at Barnham Railway Station

- 2.4.7 As part of the Section 106 associated with the previous planning application on the site, funds would have been made available by the Developer to facilitate improvements to South Coast Cycle Route, by the provision of informal cycle edge markings on signs between Yapton and Barnham station, as detailed within the TA.
- 2.4.8 It is considered that these improvements would again form part of the development proposals for this site, together with more localised cycle improvements between the site and Bumdell Road. This would make train travel more attractive to prospective residents of the development particularly for regular commuting medium length journeys, or for longer distance one-off journeys.
- 2.4.9 In addition, the facilities could encourage more existing residents of Yapton to consider cycling to Barnham railway station removing congestion on local roads.
- 2.4.10 From Barnham railway station, direct services are provided north to London (Victoria) and east and west along the south coast to major cities including Chichester, Brighton and Portsmouth.



2.4.11 These services operate regularly and provide access to further employment and retail services in alternative destinations. It is considered that the good transport facilities in the area along with the extensive retail and employment facilities provide potential for residents of the proposed development to travel by non-car means, particularly for regular commuting trips.

2.4.12 The typical journey times from Barnham Railway Station to likely destinations are as follows:

(i)	Bognor Regis	6 - 7 minutes;
(ii)	Worthing	16 - 21 minutes;
(iii)	Havant	18 - 22 minutes;
(iv)	Horsham	27 - 37 minutes;
(v)	Portsmouth & Southsea	31 - 47 minutes;
(vi)	Brighton	40 - 45 minutes;
(vii)	Gatwick Airport	48 minutes.

Accessibility on Foot or by Bicycle

2.4.13 As detailed within the earlier sections of this report, and as illustrated on **Plan 02** attached hereto, provision of pedestrian infrastructure is good, with access to all local facilities within Yapton within an acceptable walk distance. Most pedestrian desire lines from and to the site are along wide, good quality footpaths and footways many of which benefit from good levels of surveillance and lighting.

2.4.14 As also outlined above the anticipated cycle desire lines associated with the proposed development site would be along the B2233 towards Barnham railway station, which would benefit from a developer-led improvement scheme, and to a lesser extent Littlehampton via Climping. This route takes in part of the Proposed National Cycle Network route number 2, which is currently an advisory cycle route, and is considered to be of a reasonable standard.



Summary of Accessible Modes

2.4.15 The figure below illustrates the overall journey durations for the major nodes and destinations away from Yapton village which may be visited by residents of the site, based on a combination of cycling, bus and train travel.

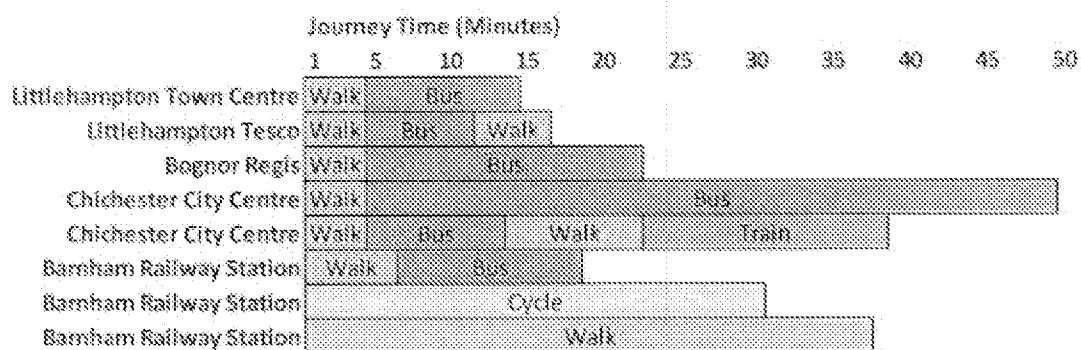


Figure 2.1 Total Duration of Journeys to Likely Destinations



3 TRAFFIC GENERATION OF THE PROPOSED DEVELOPMENT

- 3.1.1 Section 5 of the TA which accompanies the planning application for the redevelopment of this site provides details of the impact of the proposals on the operation of the local highway network.
- 3.1.2 As identified in Section 4 of the TA, it is considered that there is great potential with this site to discourage the use of the private car for many journeys that would be made by residents, including the school run, the commute to and from work and leisure and shopping trips.
- 3.1.3 It is identified that the implementation and success of this Travel Plan could deliver a saving of 10% in traffic generation for five years after occupation of the proposed development, (i.e. during the assessment year 2018).
- 3.1.4 The net traffic impact of the proposals assuming the Travel Plan is successful is summarised in **Table 3.1** below:

	Arrivals	Departures	Two-way
AM Peak Hour	19	67	86
PM Peak Hour	68	34	104*
12-hour Daily (07:00 to 19:00 hours)	390	395	784*
16-hour Daily (06:00 to 22:00 hours)	450	472	922

**Table 3.1 Anticipated Traffic Generation for Proposed 173 Dwellings
(*Rounding)**

- 3.1.5 Based on the traffic generation summarised above (i.e. assuming the travel plan meets its WSCC target of a 10% reduction in the use of the private car), the proposed development would result in traffic flows during a typical day of 784 two-way movements (12 hour), with 86 two-way movements predicted in the morning period, and 104 two-way vehicle movements during the evening peak hour.
- 3.1.6 The 10% reduction is equivalent to over 87 anticipated vehicle movements being removed from the local highway network during a 12 hour weekday.



- 3.1.7 This 10% reduction in traffic will largely be achieved by more residents choosing to use local facilities within Yapton for more of their needs, an increase in those using the local bus services and a greater proportion of residents cycling to Barnham railway station for journeys further afield.



4 AIMS, OBJECTIVES AND TARGETS OF THE PLAN

4.1 Aims and Objectives of the Travel Plan

4.1.1 It is considered that many Travel Plans are often complicated by the raft of aims and objectives which may be considered relevant at its inception that often detracts from the overall aim of the Travel Plan.

4.1.2 The simple aim of this Travel Plan is to reduce reliance upon the private car by ensuring that residents are made aware of the important aspects that may be relevant to a particular journey, such that they choose their mode of transport wisely, with a view to the environmental consequences of their journey and modal choice.

4.1.3 With regard to residential Travel Plans, this is most effectively achieved through the provision of information, which is clear and concise, with the information being as diverse as possible, including:

- (i) Bus timetable information;
- (ii) The location of the nearest take-away or hairdresser;
- (iii) Safe routes to school information;
- (iv) The cost of journeys by public transport in comparison with those by car.

4.1.4 Without such information, residents would choose the easiest option available to them, which is generally perceived to be the car, even if from a cost and duration of journey perspective this may not be the case. Similarly, if a resident is unaware of the availability of local shops and services, then they may choose to travel a greater distance than they need to in order to access a service, which would undoubtedly impact upon their modal choice.

4.1.5 Therefore, the objectives of the Travel Plan can be summarised as follows:

- (i) Address the needs of residents for access to a full range of facilities including those for employment, education, health, leisure, recreation and shopping. In this case this includes the identification of local facilities that reduce the need to travel longer distances;
- (ii) Reduce the traffic generated by the development to a lower level of car trips to that predicted within the TA (i.e. 871 daily 12hour two-way movements);



- (iii) Develop good urban design by improving permeability of the development.

4.2 Travel Plan Targets

- 4.2.1 As identified within the draft WSCC TPP, targets are important since they give the Travel Plan direction from its inception and should provide a measurable goal to aim for. It is considered that many Travel Plans are complicated by introduction of a raft of targets which are not linked to one another and can result in no clear direction for the plan. This makes the target difficult to measure in a transparent and accurate way.

- 4.2.2 When setting the site specific targets it is important that they are "SMART" in order to measure the outcomes of what the Travel Plan has or will achieve.

Specific
Measurable
Achievable
Realistic
Time-bound

- 4.2.3 Since the aim is to reduce reliance upon the private car, it seems most appropriate to set a target which is clear and concise and relates well to the overall aim of the Travel Plan.

- 4.2.4 Within the TPP prepared by WSCC, it identifies that all Travel Plans should reduce the number of vehicle trips generated by the development over a 12-hour period by at least 10%.

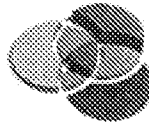
- 4.2.5 Therefore, the target of the Travel Plan would be as follows:

To reduce the two-way traffic generation, over a typical 12-hour weekday (7 am to 7pm) to below 784 vehicle movements within 5 years of the development opening.

This could be easily monitored by an ATC Survey of the access road into the site from the existing Goodhew Close.



- 4.2.6 The draft WSCC TPP refers to a second target, of ensuring no 'material impact' however it is considered that this would not accord with the SMART objectives of targets, as identified above and would potentially detract from the overall aim of the Plan. As identified by the detailed assessment work undertaken within the TA, the proposals would not have a 'material impact' on the operation of the local highway network, when considered against WSCC's definition.
- 4.2.7 It is considered that no other Main Targets should be set at this stage of the Plan, however it is recognised that Milestones and Action type targets have an important role within the implementation, monitoring and review of the Plan and as such would be identified within Section 6 of this report.



5 MEASURES AND INITIATIVES

5.1 Background

- 5.1.1 As with any travel plan it is important to identify a number of measures which would encourage use of alternatives to the private car for most journeys. However, it is necessary to ensure that the measures promoted are most appropriate for a particular location given the existing infrastructure and demographics of the area. It is also important to identify the potential for success of the measures and initiatives and consider this against the cost of implementation.
- 5.1.2 This ensures that the most cost effective measures are promoted and time and money is not wasted on measures which are of limited value in terms of the reducing reliance upon the private car.
- 5.1.3 The measures should also identify the cost implications for individuals making a journey by different modes of travel since cost is a major factor when an individual decides on the mode of transport to choose.

5.2 Initial Measures and Initiatives

Home Travel Pack

- 5.2.1 The most important and cost effective measure to be introduced as part of this Travel Plan is the Home Travel Pack which would be made available to all new residents of the site, upon moving in.
- 5.2.2 The pack will contain information about all modes of transport available for journeys from and to the site and would be based upon a number of local journeys to destinations, for which an individual sheet of the pack will apply. The destinations which are considered most relevant and for which information will be contained within the Travel Pack would include the local schools, Co-op, Doctor's surgeries, Village Hall and Community Centre, Barnham Railway Station, Superstores at Littlehampton, and employment centres such as Industrial Estates and Ford Prison.
- 5.2.3 For each of the destinations identified above, the following information would be provided:
- (i) Contact details for the destination, including those associated with sustainable travel, including the Travel Plan co-ordinator for various destinations, as appropriate;



- (ii) Details of the services and facilities available at each destination;
- (iii) Safe routes for walking and cycling, as appropriate;
- (iv) Information about cost, duration and frequency of public transport facilities;
- (v) Simple cost-benefit analysis of public transport versus the use of the private car, as appropriate.

5.2.4 The information would be prepared immediately prior to initial occupation of the residential units and would be updated on an annual basis as part of the annual review process.

Car Sharing

5.2.5 As part of the Travel Plan, the car sharing websites, www.liftshare.com and www.westsussexcarshare.com would be promoted through the Home Pack.

5.2.6 Liftshare is the UK's largest car share database with nearly 300,000 registered members, of which 1,500 are registered within West Sussex. Liftshare operate over 1200 car share schemes around the UK and it is typical for 45% of registered members to be part of a car share group which regularly travels together.

5.2.7 From the data available, and summarised above, it is anticipated that a car share scheme would on average reduce the number of private car journeys associated with a residential site by 1% to 2% although this could be much improved for this development site due to the nature of Yapton.

5.2.8 Since the investment is negligible, it is anticipated that this measure is worthwhile and cost effective; and it is considered that this could deliver a reduction in car traffic associated with the proposed development of in the order of 3%.

5.2.9 Car sharing is often the most successful single measure in any travel plan as it proves highly cost effective for individuals and continues to provide the convenience of car travel whilst also providing sharers with significant cost savings.



5.2.10 A resident travelling to work alone which is 5 miles away, for example, would generate annual running costs of approximately £854 for making the journey each day (see below figure for calculation factors used). If a resident making this daily journey joined the car-sharing scheme and drove every other day, a total of approximately £427 could be saved per year on running costs. In addition, car parking costs could also be saved, particularly for those travelling into Chichester for example.

Standing Charges	Mileage related Depreciation	£1,433	per 10,000 miles *
	Breakdown Cover	£44	per year
	Total	14.77	pence per mile
Running Costs	Petrol	11.71	pence per mile**
	Tyres	1.03	pence per mile
	Service Labour	2.79	pence per mile
	Replacement Parts	1.88	pence per mile
	Total	14.47	pence per mile
TOTAL COST		31.88	pence per mile

DAILY TRIP COST	£3.19	10 mile round trip
WEEKLY COST	£15.94	
ANNUAL COST	£765.12	***

Notes

- * Based on 'What Car?' mileage adjustment table. Depreciation associated with mileage alone for a £20,000 car can be up to 30.0p per mile depending on make, model and mileage, however, for illustration purposes a VW Passat is between 11.5p and 16.5p per mile and a Nissan Primera is 15p per mile. Average of three assumed.
- ** based on 67.9 pence per litre from the 'AA.com Running Costs for Petrol Cars'
- *** Based on 48 working weeks per year

Table 5.1 Annual Cost of a 5 mile Car Journey to Work

5.2.11 Car sharing represents a relatively convenient, alternative form of travel and significant potential exists to reduce the total private mileage of residents by joining a formal 'scheme'. West Sussex County Council has developed its own car share scheme which is accessible at www.westsussexcarshare.com or on 08700 11 11 99 for prospective users to sign up to.



Bus Service Improvements

- 5.2.12 The proposed development would include improvements to the local bus facilities close to the site, with improved bus shelters and raised kerbs improving access for mobility impaired users.
- 5.2.13 The potential difficulty with encouraging prospective residents to choose to take the bus for all or at least some of their journeys, is addressing individual's perception of bus travel. This is particularly the case if they have not used the bus for some years and/or are new to the Yapton area.
- 5.2.14 Therefore, to deal with this difficulty, it is proposed that residents would be given a voucher for free 3 month bus travel. This would be part funded by the Developer (£100 per household). It is considered therefore that this measure would contribute at least a 4% shift in modal choice away from the use of the private car, for an overall cost of approximately £17,900.
- 5.2.15 It has been identified that from Census 2001 data 2% of residents in Yapton currently use the Bus. Based on the above information, and the incentive to residents to 'try the bus', by way of the bus voucher, it is considered that within five years of the Travel Plan commencing a total of 10 to 20% of residents of the site, would use the bus on a regular basis, for some of their journeys. This would contribute towards the overall target of the TP.

On-site Infrastructure

- 5.2.16 As part of the development proposals a series of footway links and connections would be made to existing foot and cycleways which surround the development site, increasing the site's permeability for pedestrians and cyclists, and the attractiveness of such modes of transport. The proposed site layout of the development is attached within the TA and illustrates the pedestrian routes proposed through the site.
- 5.2.17 In addition, all properties would be provided with secure and sheltered cycle storage facilities for a number of bicycles, in line with current guidance, which would increase the likelihood of residents owning and using their bicycle as a mode of transport. Further information about cycle routes and storage facilities at destinations is contained within the draft Home Pack.
- 5.2.18 As part of the proposals, all dwellings would be provided with the capability to install broadband, to enable residents to work from home, and hence reduce the need to travel away from the site during the working day or to utilise on-line shopping services, for example.



	Scenario A – Worst Case	Scenario B – Best Case
Travel Pack	2%	4%
Car Share	1%	3%
Bus Season Ticket	1%	3%
On-site Infrastructure	1%	3%
Cycling Promotion	1%	2%
Overall Effect on reducing Car Use	6%	15%

Table 5.2 Example Scenarios of Effect on reducing Car use

5.3.3 It is considered that the target of 10% reduction in car use during a typical weekday is achievable based on the measures and initiatives identified above.

5.4 Recovery Measures

5.4.1 In the event that interim targets are not met by the Travel Plan, consideration would be given, by way of the ongoing monitoring and review process, to develop further initiatives and measures as 'recovery' measures. Examples are identified below, however the list is not exhaustive.

- (i) Cycle Training;
- (ii) Walking Bus Schemes (particularly for the primary school);
- (iii) Regular events such as walk to school/work and promotional campaigns;
- (iv) Further assistance for car sharing;
- (v) Personalised journey planning service.



6 IMPLEMENTATION, MANAGEMENT, MONITORING AND REVIEW

6.1 Implementation

- 6.1.1 Upon consent for the proposed development it is considered that this Travel Plan framework would be developed further, firstly by the appointment of a Travel Plan Co-ordinator role, which would be undertaken by an external consultant. Details of the Travel Plan Co-ordinator would be provided to WSCC's 'Travelwise' department for confirmation, three months prior to occupation of the first dwelling.
- 6.1.2 The initial stages of the Travel Plan Co-ordinator's (TPC) role would be to secure the funding agreed by way of the Section 106 agreement and commence detailed discussions with representatives of Stagecoach, cycle shop owners, infrastructure suppliers and providers with a view to ensuring that the necessary infrastructure is implemented as part of the construction works and other aspects are delivered which are necessary for the implementation of the initiatives identified above. The TPC role would fall under the control of the Management Company for the site.
- 6.1.3 Three months prior to initial occupation of the units, the TPC would then be responsible for ensuring that the Travel Pack is finalised with up-to-date information, such that it is available upon occupation of the dwellings, and potentially as part of the sales particulars.
- 6.1.4 Upon 90% occupation of dwellings the TPC would concentrate upon establishing the BUG and encouraging residents to sign up to an available car share scheme.

6.2 Management of the Plan

- 6.2.1 To ensure that the Travel Plan remains relevant and understandable an ongoing management strategy would be implemented with each member involved in the implementation and monitoring of the plan being fully aware of their roles and responsibilities.
- 6.2.2 The TPC would be responsible for monitoring the Travel Plan and updating information on a regular basis. This would require regular research into travel options and liaising with residents to determine the most appropriate and useful information for each individual.
- 6.2.3 The TPC would be responsible for managing the yearly review of the Travel Plan, including arranging for surveys to be undertaken and liaising with residents during the review period.



6.3 Monitoring

6.3.1 The monitoring measures outlined below incorporate both the collection of 'hard' analytical data and 'soft' data in the form of general feedback and correspondence.

- (i) Monitor the level of usage of car parking within the site and parking on estate streets;
- (ii) Monitor the demand for cycle parking;
- (iii) Monitor the take-up by residents of the car sharing scheme;
- (iv) Conduct vehicle surveys at the access into the site, to understand progress towards the targets – (using an ATC Loop);
- (v) Record comments received from residents relating to the operation and implications of the Plan;

6.3.2 Information gathered through the monitoring process will be recorded for input to the annual review. The information will be made available to the Planning and Highway Authority.

6.4 Review

6.4.1 The Travel Plan will be regularly reviewed following the introduction of the Plan this will be undertaken by the TPC every 12 months. The objective of the review will be to assess the success of the Plan and to identify potential for future improvement and refinement.

6.4.2 The TPC will compile a review report outlining the results of the review. The report will also incorporate the results of ongoing monitoring throughout the preceding period. A copy of the report will be filed for record and a copy sent to the Local Planning and Highway Authority for comment and discussion.

6.4.3 It is important that as part of the review period, information relating to public transport, cycle routes etc. are revised to ensure that it is relevant and up to date. This is vital to ensure that residents can rely on the information when making journeys to and from the site at all times.



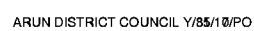
6.4.4 An important part of the review period is to also adjust targets for the following year with the single aim of reducing car travel to and from the site. Specific short term targets may be considered by the TPC and agreed with relevant officers. Targets would be revised to ensure they are appropriate and based on the "SMART" objectives outlined above.

6.4.5 Specific measures that will be implemented with regards to the review of the Travel Plan's performance include:

- (i) Resident's questionnaire surveys to be undertaken every 12 months for the first 5 years (April 2011, April 2012 etc.);
- (ii) Review of the Travel Plan on an annual basis in light of new developments in the area and the updating of accessibility information;
- (iii) Review of Travel Plan targets on an annual basis and to be agreed with the Travel Plan Officer at West Sussex County Council.



PLANS



SCHEDULE 4

Affordable Housing

1. Definitions

"Affordable Housing" means affordable housing as defined in Planning Policy Statement 3 Housing Annex B and as defined in policy DEV 17 and DEV 18 of the Arun District Council Local Plan 2003 and includes social rented, affordable rented and intermediate housing provided to specified eligible households whose needs are not met by the market

"Affordable Housing Standards" means the standards published by the HCA (currently the *design and Quality Standards* dated April 2007) and applicable at the date of this Agreement, but excluding the Build for Life Audit

"Affordable Housing Units" means 40% per cent of the Residential Units within the Development which are to be identified for use for the purposes of Affordable Housing in accordance with the terms of this Agreement

"Affordable Rent" means Affordable Housing Units provided by a Registered Provider that has the same characteristics as social rented housing save that it is outwith the national rent regime but subject to other rent controls that require that it is offered to eligible households at a rent of up to 80% of the equivalent rent achievable in the local market

"Homes and Communities Agency" or "HCA" means the national housing and regeneration agency for England established pursuant to the *Housing and Regeneration Act 2008* or any successor organisation performing the same or broadly similar functions

"Lifetime Homes Standards" means the design principles for lifetime homes developed by Habinteg Housing Association Limited and others (the current version of which is dated 5th July 2010)

"Market Housing Units" means Residential Units within the Development which are not Affordable Housing Units

"Qualifying Occupiers" means persons who can satisfy the definition of those qualifying for Affordable Housing as defined in this Schedule above and including residents of the Arun District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income

"Registered Provider" means a provider of social housing which is registered as such with the Tenant Services Authority and who has either been agreed between the Applicant and ADC for the purposes of this Agreement (such agreement not to be unreasonably withheld or delayed) or alternatively who is included on the List of Preferred Registered Provider Partners kept by ADC which appears at the end of this schedule

"Residential Units" means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate)

"Shared Ownership" means a scheme provided by the Registered Provider under which a purchaser may purchase a share of an Affordable Housing Unit under a form of shared equity lease prescribed by the HCA such that the lease is mortgageable and contains provisions that qualify the scheme for grant and whereby there is a limit on the initial equity share which may be acquired by the purchaser

"Tenant Services Authority" means the regulator of Social Housing established under the *Housing and Regeneration Act 2008* and known as either The Office for Tenants and Social Landlords or the Tenant Services Authority or any successor organisation or body which regulates the activities of Registered Providers

2. Affordable Housing

The Owners and the Applicant agree with ADC that:-

Obligation to Provide Affordable Housing

2.1 40% of the Residential Units will be Affordable Housing Units in the following proportions unless otherwise agreed with the ADC, such approval not to be unreasonably withheld or delayed:

- 65% of the Affordable Housing Units will be affordable rented;
- 35% of the Affordable Housing Units will be shared ownership;

2.2 10% of the Affordable Rented Units will be designed to Lifetime Homes standards;

2.3 All of the Affordable Housing Units will be designed and constructed to meet the Affordable Housing Standards;

2.4 Unless otherwise agreed in writing with the ADC (such approval not to be unreasonably withheld or delayed), the Affordable Housing Units will comprise either:

if the approved plan is drawing number P626/01 revision L	
2 bed flats	3
2 bed houses	15
3 bed houses	42
4 bed houses	9
Total:	69

or

if the approved plan is drawing number P626/01 revision P	
2 bed flats	3
2 bed bungalow	1
2 bed house	15
3 bed house	42
4 bed house	8
Total:	69

Of this total, 24 will be shared ownership and 45 will be Affordable Rented properties.

- 2.5 the location of the Affordable Housing Units within the Development shall be as shown on a plan to be agreed in writing by the Applicant and the ADC prior to implementation or commencement of the Development;
- 2.6 to procure that unless otherwise agreed in writing with the ADC the Affordable Housing Units are completed and transferred to a Registered Provider no later than the date of completion of the Market Housing Units on the Development (or of the Market Housing Units on any phase of the Development if the Development is being carried out in phases);
- 2.7 (unless otherwise agreed in writing with the ADC) not to occupy any of the Market Housing Units without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this paragraph 2.7.
- 2.8 SAVE ONLY IN THE CIRCUMSTANCES SET OUT IN PARAGRAPH 2.9 BELOW with effect from the date on which they are completed the Affordable Housing Units shall not be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.
- 2.9 The Affordable Housing provisions of this Deed shall cease to bind the Affordable Housing Units if any of the following circumstances occur:
- (a) if the Affordable Housing unit is transferred or leased by a mortgagee exercising a power of sale; or
 - (b) if a statutory right to acquire the Affordable Housing Unit has been exercised pursuant to the *Housing Act 1985* or the *Housing Act 1996* or pursuant to any statutory re-enactment, amendment or replacement of those Acts; or
 - (c) if the Affordable Housing Unit has been sold under a shared ownership lease or transfer and the leaseholder or transferee (or the mortgagee of such leaseholder or transferee) has by staircasing acquired 100% ownership of the Affordable Housing Unit.

Mechanics and Terms of Transfer

- 2.10 The Owner and the Applicant shall make an offer to an Registered Provider which offer shall include (a) Sale of Land Contract and (b) a Draft Transfer;
- 2.11 Such offer shall remain open for acceptance for no less than 3 months (the "**first offer period**") from the date of the offer being made (the "**offer date**");
- 2.12 In the event that the first offer made in accordance with the above is not accepted within 3 months of the offer date then the Owner and the Applicant shall make a second offer to another Registered Provider to enter into an Affordable Housing Land Sale Contract not later than one month after the expiry of the first offer period (the "**second offer**") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months (the "**second offer period**") from the date of the offer being made (the "**second offer date**")

- 2.13 In the event of the second offer not being accepted within the second offer period then the Owner and the Applicant will instead pay to ADC a commuted sum equivalent to the cost at that time of providing the Affordable Housing Units elsewhere within the District of Arun subject to full viability appraisal
- 2.14 To procure that the Registered Provider grants nomination rights to ADC in relation to the first Occupation of the Affordable Housing Units [Provided that if ADC do not accept such offer then the Registered Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:
- 2.14.1 any family association in the said administrative area in accordance with relevant housing allocation policies;
- 2.14.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;
- 2.14.3 any employment opportunity in the locality;
- 2.14.4 any other connection with the locality
- but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time]

Further Provisions

- 2.15 It is agreed and declared that nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the ADC to grant or make available any public subsidy or other financial support (or to assist the Applicant in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;
- 2.16 In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Unit then any chargee or mortgagee (the "**Chargee**") shall be entitled to exercise its power of sale free from the restrictions set out in paragraph 2.7, 2.8 and 2.9 of this Schedule provided that the Chargee shall first have followed the procedure set out below:
- 2.16.1 the Chargee shall give written notice ("the Sale Notice") to the Council of its intention to exercise its power of sale;
- 2.16.2 at the same time as giving the Sale Notice the Chargee shall make an offer (the "**Offer**") to sell the Affordable Housing Units to the Council for an amount to be agreed or determined in accordance with sub-paragraph 2.16.5.2 (the "**Purchase Price**")
- 2.16.3 the Council may notify the Chargee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to be conditional upon the Purchase Price being acceptable to the Council);
- 2.16.4 If the Council shall notify the Chargee within the time specified in sub-paragraph 2.11 that it does not wish to accept the Offer the Council shall

then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Units in consideration of the Purchase Price to a Registered Provider;

2.16.5 If either the Council shall notify the Chargee within the time specified within sub-paragraph 2.11 that it wishes to accept the offer or if within the time specified in sub-paragraph 2.11 the Council gives written notice to the Chargee that arrangements can be made in accordance with sub-paragraph 2.14.4 then:

2.16.5.1 the Chargee shall co-operate with the Council to secure the transfer; and

2.16.5.2 the Council and the Chargee shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Units but subject to all or any tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of paragraphs 2.7, 2.8 and 2.9 of this Schedule AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor (the "**Surveyor**") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by the Council and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties.

2.16.6 Subject to the provisions of sub-paragraph 2.16.4 the transfer to the Council or to a Registered Provider shall be completed within two months of the date the Purchase Price is agreed (the "**Completion Period**").

2.16.7 If the Chargee does not wish to exercise its power of sale at any time after giving the Sale Notice or the Council does not wish to continue with the exercise of its power under the provisions of paragraph 2.11 that party shall give to the other not less than seven days' written notice of its intention to discontinue.

2.16.8 If either:

2.16.8.1 the Council fails to give notification to the Chargee within the time specified in sub-paragraph 2.11; or

2.16.8.2 having given notification of refusal of the Offer in accordance with sub-paragraph 2.11 the Council fails to give notification to the Chargee within the time specified in sub-paragraph 2.16.4; or

2.16.8.3 the Council having complied with the time periods specified in sub-paragraph 2.11 and (in the case of a refusal of the Offer) sub-paragraph 2.16.4 the transfer to either the Council or to a

Registered Provider shall not be completed within the Completion Period; or

2.16.8.4 the Council shall serve notice of its intention to discontinue under sub-paragraph 2.16.7.

then the Chargee shall be under no obligation to sell the Affordable Housing Units either to the Council or to a Registered Provider and shall be entitled to exercise its powers of sale without any of the provisions of paragraph 2.7, 2.8 and 2.9 of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto.

2.16.9 The Council shall in formulating or promoting any arrangements referred to in sub-paragraph 2.16.4 give consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.

SCHEDULE 5

Fire Hydrant Standards

WEST SUSSEX FIRE & RESUCE SERVICE

Guidance Note: The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority – incorporating Hardham Brighton and Worthing
South East Water
Sutton and East Surrey Water Company

2.0 Hydrants

Hydrants will be installed if required, in the following circumstances:

- i) when new water mains are laid
- ii) to cover new building development and
- iii) where fire risk is increased

2.1 Hydrants on New Mains

Water undertakers are required to notify the Fire Authority of proposals for new water mains. Details of such proposals are sent to Brigade Headquarters usually in plan form

2.2 New Hydrants on Existing Mains

Water undertakers are required to notify the Fire Authority of proposals for replacements of existing mains. The need may arise to provide additional hydrants where there has been new building development or where existing supplies have become inadequate

2.3 Location and spacing of Hydrants

Fire Hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible

Although no statutory distance is laid down for the spacing of hydrants, the distribution of hydrants relates to the location and degree of risk in accordance with the following general guidelines:

- I Residential (to include Sheltered Housing)

Approximately 360 metres apart

In effect, up to 350 metres apart and no more than 180 metres back to a hydrant in cul de sacs etc

II Industrial, Industrial Estate and Associated Risks:

In effect up to 180 metres apart and no more than 100 metres back to a hydrant in cul de sacs but these distances may be reduced in areas subject to higher risk

III Hospitals, Institutions, Hotels etc:

To conform to any relevant Code of Practice. In the absence of such guidance 180 metres and no further back to a hydrant than 100 metres from risk

IV Educational Establishments and Other County Council Premises excepting previously outlined:

To conform to any relevant Code of Practice. In the absence of such guidance 180 metres apart and no further back to a hydrant than 100 metres from risk

V Town Centres, Shopping Buildings, Malls and Other Major Commercial Developments:

To conform to any Code of Practice. In the absence of such guidance, as for Industrial.

VI Rural Areas:

In rural areas, particular attention is paid to specific risks. Therefore, it is not appropriate to indicate a general spacing standard for rural areas

VII Trunk Road and Motorways:

Where distribution systems allow, at 1 km intervals. At service centres (Little Chef, Happy Eaters etc) hydrants should be installed at the access position to the acceleration and deceleration points where they are readily visible

VIII Major Risks:

Such risks are considered individually to ensure that the overall position for fire fighting comprising, as

appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

3.0 Water Supply

3.1 Diameter of Water Mains

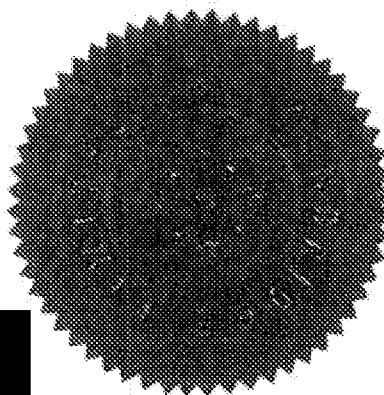
Hydrants are to be fitted to water mains of not less than 100 mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

3.2 Water Pressure

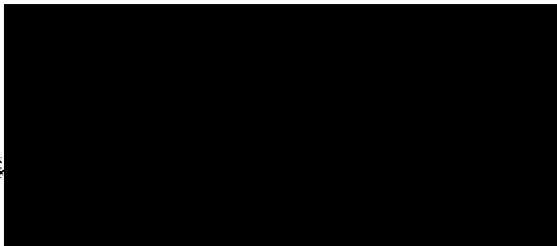
Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach the top of the top-most storey of every building in the undertakers area

THE COMMON SEAL OF
KENBRIDGE LIMITED
was affixed in the presence of

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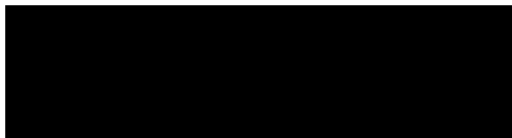
Director:



Director/S

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JACQUELINE ANNE WALKER
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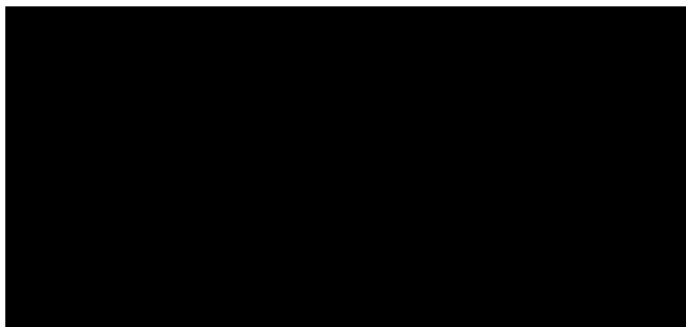


Witness signature:

Witness Name:

Witness address:

Witness Occupation:



SIGNED AS A DEED by
PETER MAURICE LUSH
in the presence of

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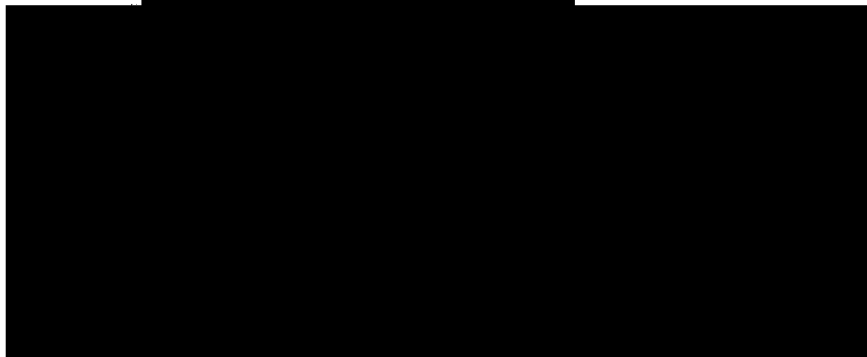


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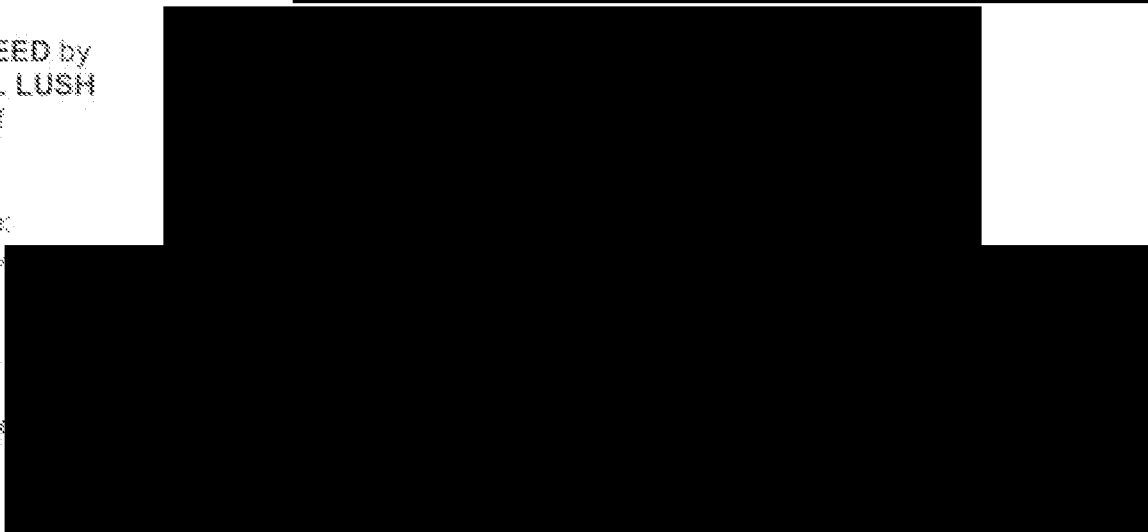
SIGNED AS A DEED by
ROBIN MICHAEL LUSH
in the presence of

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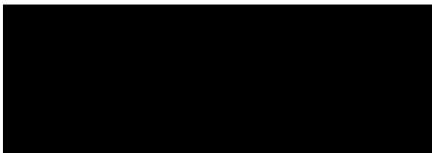
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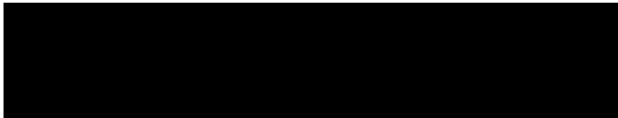


SIGNED AS A DEED by)
JOHN ANTHONY LUSH)
in the presence of)



Witness signature: [Redacted]
Witness Name: [Redacted]
Witness address: [Redacted]
Witness Occupation: [Redacted]

SIGNED AS A DEED by)
ANDREW CHARLES LANGMEAD)
in the presence of)



Witness signature: [Redacted]
Witness Name: [Redacted]
Witness address: [Redacted]
Witness Occupation: [Redacted]

SIGNED AS A DEED by)
M J GLEESON GROUP PLC)
acting by a director and)
the company secretary or)
by two directors)

Director: [Redacted]

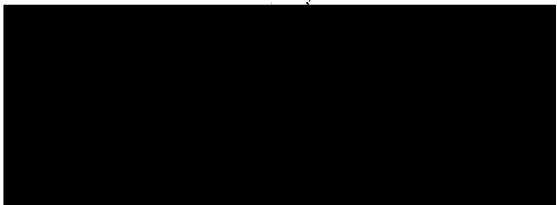
Director/Secretary: [Redacted]

THE COMMON SEAL OF WEST)
SUSSEX COUNTY COUNCIL was)
hereunto affixed in [Redacted]

Authorised Officer: [Redacted]

EXECUTED AS A DEED when
THE SEAL OF THE ARUN
DISTRICT COUNCIL was affixed
in the presence of

Authorised Officer



Seal Book No: 273/2011

