

**Dated**

25<sup>th</sup> March

**2015**

**WOKINGHAM BOROUGH COUNCIL**

and

**SUSTAINABLE LAND PLC**

and

**ASHDALE LAND AND PROPERTY COMPANY LIMITED**

and

**BEAULIEU STRATEGIC LAND LIMITED**

and

**WILLIAM ALEXANDER PALMER AND DAVID CHARLES PALMER**

and

**TIMOTHY SCOTT FINDLAY**

and

**SHANLY DEVELOPMENTS LIMITED**

and

**BELLWAY HOMES LIMITED**

**Deed of planning obligation**

in relation to development at land at Keephatch Beech, Wokingham (application reference O/2014/2435)

## Deed of planning obligation

THIS DEED is made on 25<sup>th</sup> March 2015

### Between

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire RG40 1BN (the **Council**) and
- (2) **SUSTAINABLE LAND PLC** (company registration number 04968409) of Unit 4b, Market House, 19-21 Market Place, Wokingham RG40 1AP (the **First Owner**) and
- (3) **ASHDALE LAND AND PROPERTY COMPANY LIMITED** (company registration number 00470852) of The Zurich Centre, 3000 Parkway Whiteley, Fareham, Hampshire, PO15 7JZ (the **Second Owner**); and
- (4) **BEAULIEU STRATEGIC LAND LIMITED** (company registration number 06499546) of Unit 4b, Market House, 19-21 Market Place, Wokingham RG40 1AP (the **Third Owner**); and
- (5) **WILLIAM ALEXANDER PALMER** of Bussockwood, Snelsmore Common, Newbury, Berkshire RG14 3BT and **DAVID CHARLES PALMER** of The Estate Office, Locko Park, Derby, DE21 7BW; (the **Fourth Owner**); and
- (6) **TIMOTHY SCOTT FINDLAY** of Stokes Farm, Binfield Road, Wokingham, Berks RG40 5PR (the **Fifth Owner**)  
  
(the First Owner and the Second Owner and the Third Owner and the Fourth Owner and the Fifth Owner are hereinafter together referred to as the **Owners** SAVE where the provisions of this Deed specifically state otherwise); and
- (7) **SHANLY DEVELOPMENTS LIMITED** (company number 04214972) whose registered office is Sorbon, Aylesbury End, Beaconsfield, HP9 1LW and **BELLWAY HOMES LIMITED** of Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne, NE13 6BE (the **Developers**)

### Introduction

- (A) The Council is the Local Planning Authority for the purposes of the Act for the Borough of Wokingham in which the Application Site is situated.
- (B) The Council is also the Local Highway Authority for the purposes of the Highways Act 1980 and the Local Education Authority for the purposes of the Education Act 1996 for the Borough of Wokingham.
- (C) An application for planning permission has been submitted to the Council by the Developers to develop the Application Site in the manner set out in the Planning Application.
- (D) On 25 February 2015 the Council resolved to grant hybrid outline and full planning permission pursuant to the Planning Application subject to (inter alia) the prior completion of this Deed.

- (E) The Application Site is within the North Wokingham Strategic Development Location (**SDL**) and it is the Council's policy that all development within the SDL should proceed generally in accordance with the provisions of the Core Strategy and further that the cost of providing infrastructure required to enable the SDL to be developed as contemplated within the Core Strategy shall be shared proportionately between all the new developments within the SDL.
- (F) The Owners are the registered freehold owners of the Application Site free from any registered mortgage under Land Registry Title Numbers BK329664, BK451018, BK372364, BK50263, BK405560 and BK462484.
- (G) The Developers, the Owners and the Council acknowledge that the Development forms part of the wider development of the SDL (as contemplated in the Core Strategy) and the obligations created by this Deed are:
- (a) necessary to make the Development acceptable in planning terms,
  - (b) directly related to the Development, and
  - (c) fairly and reasonably related in scale and kind to the Development
- and are therefore capable of constituting reasons for granting planning permission in accordance with Regulation 122(2) of the 2010 Regulations.
- (H) The Developers and the Owners enter into this Deed for the purpose of ensuring that the Council can regulate the proper development of the Application Site and to secure financial contributions towards the purposes set out in this Deed.

**NOW THIS DEED WITNESSES as follows**

**1 Definitions and Interpretation**

In this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

**2010 Regulations** means the Community Infrastructure Levy Regulations 2010 (as amended)

**Act** means the Town and Country Planning Act 1990 (as amended)

**Affordable Housing** means housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing costs and their incomes such housing being provided in conformity with the advice contained in the National Planning Policy Framework published by the Department of Communities and Local Government

**Affordable Housing Contribution** means a contribution of £2,400,000.00 (two million four hundred thousand pounds) towards the off-site provision or regeneration of Affordable Housing within the Council's administrative area in lieu of the further provision of 10% of the Dwellings as Affordable Housing on the Application Site or if the Council deems that the Affordable Housing Contribution (or part thereof) is no longer required for the provision of Affordable Housing then the said contribution (or relevant part thereof) may be used

towards such other purposes as the Council identifies to mitigate the impacts of the Development (in the context of the wider SDL)

**Affordable Housing Dwellings** means 25% of the Dwellings on the Application Site for use as Affordable Housing consisting of a mix of Social Rented Housing, Affordable Rented Housing, and Shared Ownership Housing which shall be built in accordance with the Standards and Schedule 1

**Affordable Housing Land** means that part of the Application Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is to be nominated by the Owners and to be agreed in writing by the Council on or before the approval of the relevant Reserved Matters application

**Affordable Housing Mortgagee** means any mortgagee of a Registered Provider in possession of any or all of the Affordable Housing Dwellings or a bona-fide purchaser for value thereof from such mortgagee (except in the case of a purchaser from such mortgagee which is a Registered Provider or the successors in title of such a purchaser)

**Affordable Rented Housing** means rented housing provided by Registered Providers at up to a maximum of 80% of local market rents (inclusive of service charges where applicable)

**Allotments** means the provision of allotment plots as shown indicatively on the Plan and to be delivered in accordance with Part 1 of Schedule 3 to this Deed comprising an area of no less than 0.4 hectares to be used to promote local food production and provide an opportunity for the community to grow produce as part of the long term promotion of sustainability health and social interaction the exact location and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters

**Application Site** means all that land shown for identification purposes only edged red on the Plan

**Biodiversity Contribution** means a contribution of £16,800.00 (sixteen thousand eight hundred pounds) towards the provision, preservation and enhancement of biodiversity and biodiversity features within the SDL

**Burial Grounds Contribution** means a contribution of £12,363.00 (twelve thousand three hundred and sixty three pounds) towards the provision of burial grounds/cemetery facilities or the enhancement of existing facilities within the Council's administrative area

**Bus Stop Policy** means the Council's bus stop policy for the SDL as appended to this Deed as Annex 5

**Bus Stops Works** means the bus stop works to serve the Development and wider SDL in accordance with the Bus Stop Policy to be undertaken as part of the FNDR Eastern Section Works

**Certificate of Practical Completion** means a certificate to be issued to the Owners by the Council to certify practical completion of the laying out and/or construction of the Allotments, the Noise Bund, the On-Site Children's Play Area, the Open Space and the SANG

**Children's Play Area** means the equipped children's play facilities which may be comprised of one or more LAPs LEAPs NEAPs and LLAPs

**Children's Play Area Contribution** means a contribution of £317,166.00 (three hundred and seventeen thousand one hundred and sixty six pounds) toward the provision of off-site Children's Play Areas or the enhancement of existing facilities to serve the SDL

**Commencement of Development** means the carrying out on the Application Site of a material operation pursuant to the Planning Permission as defined in Section 56(4) of the Act save that for the purposes of this Deed for the purpose of determining whether or not a material operation has been carried out there should be disregarded such operations as marking out surveying, ground investigations, archaeological investigations, demolition, site clearance, preparation, any decontamination works and works to provide Service Media, construction accesses and the base course to the estate roads the erection of fences, hoardings and any temporary marketing suite within the Application Site and **Commence** and **Commencement** shall be construed accordingly

**Community Facilities Contribution** means a contribution of £ 265,500.00 (two hundred and sixty five thousand five hundred pounds) towards the provision of community facilities including a community centre building and the employment of a community manager to serve the SDL

**Complete** means the completion of the relevant item of infrastructure so that:

- (a) it has been constructed and/or laid out in accordance with the Planning Permission and terms of this Deed; and
- (b) a Certificate of Practical Completion has been issued in respect of it (where applicable); and
- (c) it has been opened for use by the public/traffic (as appropriate) or otherwise for its intended purpose in accordance with the terms of this Deed

and **Completion** and **Completed** shall be construed accordingly

**Contributions** means all of the financial contributions payable under the terms of this Deed as described in Schedule 6 to this Deed

**Coppid Beech Park and Ride** a proposed park and ride facility on the Coppid Beech Park and Ride Land

**Coppid Beech Park and Ride Land** means the land identified shaded blue on the Plan

**Coppid Beech Roundabout Works** means improvement works to the Coppid Beech Roundabout/Interchange at the A329M junction

**Core Strategy** means the Adopted Core Strategy Development Plan Document dated 29<sup>th</sup> January 2010 which forms part of the Development Plan for the Borough of Wokingham

**Core Strategy Period** means the period up to 31<sup>st</sup> December 2026

**Country Parks Contribution** means a contribution of £104,400.00 (one hundred and four thousand four hundred pounds) towards the enhancement of existing country parks within the Council's administrative area

**Countryside Access Contribution** means a contribution of £52,200.00 (fifty two thousand two hundred pounds) towards the enhancement of countryside access provision within the Council's administrative area

**Development** means the development of the Application Site in accordance with the Planning Permission comprising of up to 300 residential dwellings up to 800 square metres of restaurant/public house (use class A3 and A4) public open space and landscaping allotments acoustic mitigation comprising an earth bund and acoustic fence surface water drainage foul water pumping stations land reserved for park and ride a suitable alternative natural greenspaces (SANGs) (Use class Sui Generis) at Stokes Farm (7.9 ha) and full permission for the eastern section of the full Northern Distributor Road including proposed junctions with London Road and Binfield Road

**Development Plan** has the meaning ascribed to it in section 38(3) of the Planning and Compulsory Purchase Act 2004

**Dwelling** means any dwelling (including house, flat or maisonette) together with associated garden, garage, driveway and/or parking spaces to be constructed within the Application Site pursuant to the Planning Permission

**Final Dwelling** means either the 300<sup>th</sup> (three hundredth) Dwelling to be Occupied or where fewer than 300 (three hundred) Dwellings are constructed pursuant to the Planning Permission the final Dwelling to be Occupied

**Final Dwelling Mix** means the size mix of the Dwellings which the Owners may determine following the approval of all Reserved Matters applications and which the Owners actually intend to construct for the Development which may be different to the Indicative Dwelling Mix

**FNDR** means the Full Northern Distributor Road (including any ancillary road and junction improvements) being a distributor road that is proposed to be constructed in order to mitigate the traffic and highways impacts arising from the development of the SDL and the final location, route, design, and layout of which is yet to be confirmed by the Council and planning consent for its construction yet to be obtained

**FNDR Eastern Section** means that part of the FNDR to be constructed as part of the Development as defined by the FNDR Eastern Section Works

**FNDR Eastern Section Works** means the works for the construction of the eastern part of the FNDR and for the avoidance of doubt shall include the Bus Stop Works to be undertaken in accordance with Schedule 2 as shown indicatively on drawing 11-T001-24 attached to this Deed as Annex 6

**Health Contribution** means £162,000.00 (one hundred and sixty two thousand pounds) towards the provision of healthcare facilities or the enhancement of existing healthcare facilities to serve the SDL

**Index** means the Index of Retail Prices (all items) published by the Office for National Statistics or any other reference base used to compile the Retail Prices Index (all items) as shall be published by the Office for National Statistics or successor in function

**Index-Linked** means that the sum of money shall be increased by the percentage by which the Index has increased between the date of this Deed and the date the sum is paid

**Intermediate Housing** means homes for sale and rent provided at a cost above social rent, but below market levels subject to the criteria in the definition of Affordable Housing. These can include shared equity (shares ownership and equity loans) other low cost homes for sale and intermediate rent but not Affordable Rented Housing

**Indicative Dwelling Mix** means the size mix of the Dwellings as described in the Planning Application

**LAP** means a local area of play constructed in accordance with the principles in Fields in Trust's "Planning and Design for Outdoor Sport and Play"

**LEAP** means a local equipped area for play comprising an area of not less than 800m<sup>2</sup> of activity zone with provision for a minimum number of ten play experiences otherwise constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play" the exact location, specification and boundaries of which are to be agreed by the Council pursuant to an application for approval of Reserved Matters

**Library Contribution** means a contribution £68,781.00 (sixty eight thousand seven hundred and eighty one pounds) towards the provision of library facilities or enhancement of existing facilities to serve the SDL

**LLAP** means a local landscaped area for play constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play"

**Local Businesses** mean businesses which are located within the Council's administrative area or otherwise have an operational place of business within 20 miles of Wokingham

**Local Housing Company** means the Council owned company currently known as Wokingham Housing Limited

**Local People** means people who live within the Council's administrative area or otherwise within 20 miles of Wokingham

**Maintenance Period** means the period of 12 calendar months from the date of the Certificate of Practical Completion

**Maintenance Sums** means the On-Site Children's Play Area Maintenance Sum, the Open Space Maintenance Sum and the SANG Maintenance Sum.

**Monitoring Fee** means a sum to be calculated at a rate of £200.00 (two hundred pounds) per Dwelling representing the reasonable expenses incurred by the Council in monitoring compliance with the terms of this Deed

**Mortgagee Sale Provisions** means the provisions relating to the Affordable Housing Mortgagee set out in Part 2 of Schedule 1 of this Deed

**My Journey** means the Council's borough-wide travel awareness initiative which seeks to encourage Wokingham residents to consider the use of the sustainable transport options available to them for their journeys

**My Journey Contribution** means a contribution of £450.00 (four hundred and fifty pounds) per Dwelling paid towards the implementation of the My Journey initiative in respect of the Development

**NEAP** means a neighbourhood equipped area of play constructed in accordance with the principles set out in Fields in Trust's "Planning and Design for Outdoor Sport and Play"

**Noise Bund** means the noise barrier in the location shown indicatively on the Plan to be constructed in accordance with Schedule 5

**Nomination Agreement** means an agreement substantially in the form of the draft Nomination Agreement attached to this Deed as Annex 3 hereto (unless otherwise agreed by the Council in writing) by which the Council may nominate tenants for the Affordable Housing Dwellings

**Occupation** means first occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration or occupation solely for marketing or display purposes or occupation in relation to security operations within the Application Site

**On-Site Children's Play Area** means the provision of the LEAP or a NEAP aimed at older children and teenagers within the Application Site comprising an area of not less than 800m<sup>2</sup> and delivered in accordance with Part 3 of Schedule 3 to this Deed the exact location and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters and for the avoidance of doubt the facility will have a minimum 30m buffer from any residential development.

**On-Site Children's Play Area Maintenance Sum** means £192,000.00 (one hundred and ninety two thousand pounds) towards the cost of maintaining the On-Site Children's Play Area

**Open Market Dwellings** means any Dwellings which are not Affordable Housing Dwellings

**Open Space** means the areas of informal and formal open space to be provided on the Application Site in accordance with Part 4 of Schedule 3 to this Deed which shall comprise of 4.92 hectares of amenity green space including natural/semi-natural green space and onsite hedgerows as shown on the Plan and the exact location and boundaries of which are to be agreed by the Council pursuant to an application for the approval of Reserved Matters

**Open Space Area** means each individual parcel or area of the total Open Space provision as shown indicatively on the Plan

**Open Space Maintenance Sum** means £350,100.00 (three hundred and fifty thousand one hundred pounds) (being the equivalent to £7.12 (seven pounds and twelve pence) per square metre and calculated in accordance with Schedule 3 paragraph 6 of Part 4) towards the cost of maintaining the Open Space



**Pebblestone Cottage** means the existing dwelling on the Application Site in the location shown shaded orange on the Plan

**Pebblestone Cottage Demolition Costs** means the sum of £10,000 (ten thousand pounds) towards the cost of demolition works at Pebblestone Cottage

**Phase** means a phase of the Development as illustrated on the Phasing Plan

**Phasing Plan** means the plan attached to this Deed as Annex 4 (as may be amended from time to time with the approval of the council)

**Plan** means the plan identified as the Plan attached to this Deed as Annex 1 (as may be amended from time to time with the approval of the Council)

**Planning Application** means the Planning Application for the Development registered by the Council under reference O/2014/2435 and includes the plans, specifications and particulars deposited with the Council and forming part of the Planning Application

**Planning Permission** means the planning permission granted pursuant to the Planning Application in substantially the form of the draft planning permission attached to this Deed as Annex 2 shown for illustration purposes only

**Preferred Registered Provider** means the Local Housing Company, the Council or any one of the following Registered Providers or their respective successors and permitted assigns:

- I. Catalyst Housing Limited; or
- II. Sovereign Housing Association Limited; or
- III. Housing Solutions Limited; or
- IV. Thames Valley Housing Association
- V. such other registered provider who has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

**Primary Education Contribution** means a contribution towards the provision and/or enhancement of primary education facilities and early years (nursery/pre-school) and special educational needs facilities to serve the SDL calculated at the time of payment as follows:

£4,510.00 (four thousand five hundred and ten pounds) per 2 bedroom Dwelling

£8,500.00 (eight thousand five hundred pounds) per 3 bedroom Dwelling

£6,592.00 (six thousand five hundred and ninety two pounds) per 4+ bedroom Dwelling

**Public Transport Services Contribution** means a contribution of £200,000 (two hundred thousand pounds) towards the provision of public transport services to serve the SDL

**Registered Provider** means a registered provider as so defined in the Housing and Regeneration Act 2008

**Reserved Matters** means details of any one or more of access appearance landscaping layout and scale reserved under the terms of the Planning Permission for subsequent approval

**SAMM Contribution** means a contribution towards the management and monitoring of strategic access to the Thames Basin Heaths Special Protection Area and SANG as shall be calculated at the time of payment on the basis of:

£376.86 (three hundred and seventy six pounds and eighty six pence) per 1 bed Dwelling

£492.61 (four hundred and ninety two pounds and sixty one pence) per 2 bed Dwelling

£646.76 (six hundred and forty six pounds and seventy six pence) per 3 bed Dwelling

£852.47 (eight hundred and fifty two pounds and forty seven pence) per 4 bed Dwelling

£1,019.22 (one thousand and nineteen pounds and twenty two pence) per 5+ bed Dwelling

**SANG** means an area of suitable alternative natural green space being not less than 7.9 hectares provided for the purposes of mitigating the impacts of the Development upon the SPA in the location shown on the Plan

**SANG Management Plan** means a management plan for the SANG to be approved by the Council (for the avoidance of doubt such SANG Management Plan shall include a detailed SANG landscape scheme) in accordance with Schedule 4 of this Deed

**SANG Maintenance Sum** means a total sum of £728,339.00 (seven hundred and twenty eight thousand three hundred and thirty nine pounds) towards the cost of maintaining the SANG for an indefinite period

**Schedules** means all the schedules to this deed

**Secondary Education Contribution** means a contribution towards new or enhanced secondary education facilities and special educational needs facilities to serve the SDL (a proportion of which the Council may use towards Post 16 Education) to be calculated as follows:

- (i) £2,199.00 (two thousand one hundred and ninety nine pounds) per 2 bed Dwelling; and
- (ii) £4,491.00 (four thousand four hundred and ninety one pounds and thirteen pence) per 3 bed Dwelling]; and
- (iii) £7,132.00 (seven thousand one hundred and thirty two pounds) per 4+ bed Dwelling

**Shared Ownership Housing** means housing provided by a Registered Provider, the Local Housing Company or the Council where the occupier is initially offered a 35% share in the property (with the option of purchasing a greater share either at that time or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum (unless otherwise agreed in writing with the Council)

**Social Rented Housing** means housing provided and let by a Registered Provider, the Local Housing Company or the Council at target social rents

**SPA** means the Thames Basin Heath which was designated as a 'Special Protection Area' on 9 March 2005 and forms part of a European network of sites of international importance for nature conservation established under the European Community Wild Birds and Habitat Directives

**Sports Hall Contribution** means a contribution of £145,164.00 (one hundred and forty five thousand one hundred and sixty four pounds) towards the provision of a sports hall or the enhancement of existing facilities to serve the SDL

**Sports Hub** means a new sports centre with facilities for outdoor sports to serve the SDL

**Sports Hub Contribution** means a contribution of £704,223.00 (seven hundred and four thousand two hundred and twenty three pounds) towards the provision of the Sports Hub

**SuDS** means the Sustainable Drainage Systems to be constructed on the Application Site the exact location and specification of which are to be agreed by the Council pursuant to an application for approval of Reserved Matters

**Standards** means the Homes and Community Design and Quality Standards and Lifetime Homes Standards current at the date of the Planning Permission

**Station Link Road Works** means improvement works at Station Link Road

**Strategic Transport Provision Fund** means a contribution of £1,524,516.00 (one million five hundred and twenty four thousand five hundred and sixteen pounds) towards the cost of the construction and/or delivery of:

- (i) the FNDR (save that part of the FNDR which is to be constructed and delivered as part of the NDR Eastern Section Works); and
- (ii) Coppid Beech Park and Ride; and
- (iii) Coppid Beech Roundabout Works; and
- (iv) Station Link Road Works; and
- (v) Wokingham Railway Station Works; and
- (vi) the provision, construction or implementation of such other items of highways infrastructure or highways measures as may be necessary to mitigate the traffic and highways impacts arising from the development of the SDL

**Swimming Pool Contribution** means £77,133.00 (seventy seven thousand one hundred and thirty three pounds) towards the provision of enhanced, additional or new swimming pool facilities to serve the SDL

**Total Dwellings** means the total number of Dwellings which can be constructed on the Application Site under the terms of the Planning Permission and any subsequent Reserved Matters approvals

**Transfer** means the formal transfer (through an appropriate deed of transfer) of the freehold interest (and such interest as appropriate in the context) of any part of the Application Site (or any other land) to the Council (or some other party who the Council elects to undertake its function in respect of the land as the case may be) pursuant to the terms of this Deed and includes appropriation where at the time of any intended transfer to the Council the land concerned is vested in the Council and **Transfers** and **Transferred** shall be construed accordingly

**Transferee** means a party to whom land is Transferred under the terms of this Deed

**Transferor** means a party who Transfers land under the terms of this Deed

**TRO** means a Traffic Regulation Order(s) under the Road Traffic Regulation Act 1984 as necessary to accommodate the delivery of any highways/transport works and measures

**Wokingham Railway Station Works** means improvements works to Wokingham Railway Station

## **2 Construction of this Deed**

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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 interchangeable in that manner.
- 2.4 Words indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References in this Deed to the Owners shall include the successors in title to the Owners and to any person deriving title through or under the Owners and any references in this Deed to the Council shall include successors to their respective statutory functions.

## **3 Legal Basis**

- 3.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of the Act and are enforceable by the Council.

3.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and all other enabling powers.

#### **4 The Owners' Obligations**

4.1 The Owners agree with the Council:

4.1.1 to carry out the Development in a manner consistent with the provisions of the Planning Permission unless otherwise agreed with the Council, and

4.1.2 to perform or procure the performance of the planning obligations contained in this Deed and set out in the Schedules, and

4.1.3 to co-operate with the Council (acting reasonably) and other landowners and developers (acting reasonably) with interests in the SDL to bring forward infrastructure related to development within the SDL.

PROVIDED THAT (and it is agreed by the Council) the Council shall not enforce any agreement or obligation entered into in this Deed against any Owner who has not permitted the Development to be carried out on that Owner's part of the Application Site provided always that development has not already Commenced on that Owner's part of the Application Site.

#### **5 Conditions of this Deed**

It is agreed that the covenants entered into and the planning obligations created by this Deed are entered into or as the case may be created subject to the following terms:

5.1 Those covenants given by the Owners in this Deed which constitute planning obligations for the purposes of Section 106 of the Act shall be enforceable by the Council as the Local Planning Authority in accordance with the provisions of Section 106 of the Act against the Owners and any person deriving title from the Owners in respect of the land intended to be bound by the relevant planning obligations.

5.2 The planning obligations set out in the Schedules shall be subject to such terms and conditions as relate to them and appear in those Schedules and in this Clause 5 of this Deed.

5.3 No person shall be liable for breach of any covenant or given planning obligation created by this Deed after that person has parted with all that person's interest in the Application Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant or planning obligation arising prior to that party parting with such interest.

5.4 No person shall be liable for breach of any planning obligation created by this Deed in so far as that person's interest in the Application Site is solely comprised in a Dwelling constructed on the Application Site which is in private occupation or is a statutory undertaker which has acquired the part of the Application Site for the purposes of constructing or operating facilities which serve the Development or part of it.

- 5.5 No person who is not a party to this Deed (**third party**) has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed and no consent of any third party shall be required under that Act to any cancellation or variations of this Deed.
- 5.6 The obligations contained in this Deed other than Clauses 5, 9.1 10, 12 and 13 and those obligations within the Schedules which are required by the terms of this Deed to be discharged prior to the Commencement of Development (all which shall come into effect on the date hereof) shall not take effect unless and until:
- 5.6.1 the Planning Permission has been granted by the Council, and
- 5.6.2 the Commencement of Development.
- 5.7 In the event that the Planning Permission expires or is revoked or otherwise withdrawn this Deed shall cease to have effect and the Council shall remove any entry relating to this Deed from the Council's Register of Local Land Charges.
- 5.8 In the event that the planning obligations created by this Deed and binding on a particular part of the Application Site are satisfied this Deed shall be deemed to be discharged in respect of such part of the Application Site and the Council shall (on the request of the person owning such part of the Application Site and subject to the Owners paying the reasonable administrative costs of the Council in doing so) execute a deed or otherwise confirm in writing to such owners that such part of the Application Site is so discharged from the provisions of this Deed relating to such part.
- 5.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.10 Subject to Clause 5.11 in respect of the Strategic Transport Provision Fund and save for the Open Space Maintenance Sum, the On-Site Children's Play Area Maintenance Sum and the SANG Maintenance Sum, in the event of any sum of money (or part) paid to the Council under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which sum (or part) was paid for a period of 10 years from the date of the final phased payment thereof the said sum (or part) together with interest at the base rate of the Bank of England shall to that extent be repayable on demand to the person who made the payment provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the 10 year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.
- 5.11 In the event of the Strategic Transport Provision Fund (or any part thereof) paid under the terms of this Deed remaining unallocated or unspent by the end of the Core Strategy Period (including any extension thereto) the said contribution (or part) together with interest at the base rate of the Bank of England shall to that extent be repayable on demand to the person who made the payment provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the Core Strategy period in respect of matters which relate to the said contribution the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

- 5.12 Where any of the Contributions are expressed in terms of a per Dwelling rate the total sum payable in respect of such Contributions shall be calculated by reference to the Total Dwellings.
- 5.13 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
- 5.14 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.15 Any notice required to be served under this Deed shall be deemed to have been served properly if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant person.
- 5.16 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as Highway Authority and Local Planning Authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be exercised effectively as if it were not a party to this Deed.

## **6 Payments**

- 6.1 The Contributions and Maintenance Sums shall be Index-Linked.
- 6.2 Where in this Deed any reference is made to a specific sum of money save for the Contributions interest at the Bank of England's base rate shall become payable on that sum from the date that it becomes payable under the terms of this Deed for the duration of the period that it remains unpaid.

## **7 Land Bound**

In so far as any covenant or agreement in this Deed constitutes a planning obligation such planning obligation will be binding upon the Application Site but if any planning obligation in this deed is specified as relating to and binding only a part or parts of the Application Site any such obligation shall not bind any other part of the Application Site.

## **8 Transfers**

### **Affordable Housing**

- 8.1 The Transfer to a Preferred Registered Provider of any parcel of Affordable Housing Land as identified in accordance with Schedule 1 arising as a result of the exercise of rights granted to the Council under this Deed shall unless otherwise agreed between the Council and the Owners be in accordance with the provisions set out in Schedule 1 and

8.1.1 each parcel shall be Transferred:

- (a) with vacant possession,
- (b) subject to any easements wayleaves and rights over on or under the parcel of land as may exist at the date of the offer of the parcel,

- (c) free from any charge or other encumbrance which would prevent the parcel of Affordable Housing Land from being used for the development and subsequent use of the parcel for the number of Affordable Housing Dwellings intended to be constructed on the parcel,
- (d) with full title guarantee,
- (e) subject to the provisions of this Deed insofar as they will continue to apply to that parcel of land, and

8.1.2 each party shall bear its own costs, and

8.1.3 the provisions of Schedule 8 (Rights Exceptions and Reservations) shall apply to the Transfer of each parcel of land.

#### **Other Land – Freehold Transfers**

8.2 The Transfer of any parcel of land other than Affordable Housing Land as a result of the exercise by the Council of rights granted to it under this Deed or as a result of the provisions of the Schedules shall unless otherwise agreed between the Council and the Owners be subject to and in accordance with the provisions of the relevant Schedule and the following provisions:

8.2.1 each parcel of land shall be Transferred

(a) for a consideration of £1.00 (one pound) with vacant possession free from any charge or encumbrance which might prevent the parcel being used for the purpose for which it is to be Transferred,

(b) subject to the provisions of this Deed insofar as they apply to that parcel and subject to any easements wayleaves and rights over on or under the parcel of land as may exist at the time of the Transfer, and

(c) with full title guarantee,

8.2.2 each party shall bear its own costs,

8.2.3 the appropriate provisions of Schedule 8 (Rights Exceptions and Reservations) shall apply to the Transfer of each such parcel of land subject to such modifications as may be provided for in the relevant Schedule, and

8.2.4 unless the context otherwise provides completion of the Transfer of each parcel shall be 56 days following receipt by the Owners of a notice in writing from the Council requesting the Transfer of such parcel.

#### **9 Commencement of Development**

9.1 The Owners covenant that written notice shall be served on the Council to inform the Council of the date of Commencement of Development at least 14 days before that date.

9.2 The Owners covenant that written notice shall be served on the Council to inform the Council at least 14 days prior to the intended date of the following events:



- 9.2.1 Occupation of the first Dwelling,
- 9.2.2 Occupation of the 50<sup>th</sup> Dwelling,
- 9.2.3 Occupation of the 100<sup>th</sup> Dwelling,
- 9.2.4 Occupation of the 150<sup>th</sup> Dwelling,
- 9.2.5 Occupation of the 200<sup>th</sup> Dwelling,
- 9.2.6 Occupation of the 250<sup>th</sup> Dwelling, and
- 9.2.7 Occupation of the last Dwelling.

**10 Council's Legal Expenses and Monitoring Fee**

- 10.1 The Developers covenant with the Council to pay the Council's reasonable legal expenses incurred in the negotiation and preparation hereof on or before the date hereof.
- 10.2 The Owners covenant with the Council to pay the Monitoring Fee (based on the quantity of Total Dwellings) prior to the Commencement of Development.

**11 Council's Covenants**

The Council covenants to comply with the various agreements on the part of the Council set out in the Schedules to this Deed and in addition the Council agrees:

- 11.1 to use its reasonable endeavours to ensure that planning permission for residential development within the SDL will not be granted other than subject to terms requiring the landowners and developers to enter into planning obligations in terms consistent with those contained in this Deed,
- 11.2 to use its reasonable endeavours to secure the provision of the infrastructure referred to in, or anticipated as being provided in, the Core Strategy in accordance with the timescales and phasing contemplated in the Core Strategy, and in addition
- 11.3 to use its reasonable endeavours to ensure that the cost of such infrastructure provision is borne fairly between all the developments within the Council's administrative area that have a direct impact on the specific infrastructure and taking into account any funding from other sources, and
- 11.4 to hold any payments received in accordance with the provisions of this Deed in an identifiable Council account pending the expenditure of such funds for the purposes referred to in this Deed; and
- 11.5 upon receipt of the TRO application(s) from the Owners to commence the statutory procedure for the making and confirmation of the TRO(s); and
- 11.6 to accept and complete any Transfers of any parcels of land required to be Transferred to it pursuant to the provisions of this Deed within 14 days of receipt of a relevant Transfer.

## **12 Waiver and Jurisdiction**

- 12.1 No waiver (whether expressed 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 or all of the relevant terms or conditions or from acting upon any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 12.2 This Deed is governed by and interpreted in accordance with the Law of England and Wales.

## **13 Dispute Resolution**

- 13.1 Subject to Clause 13.7 in the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the President for the time being of the professional body chiefly relevant in England with 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 in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 The Developers or the Owners shall not be entitled to refer for expert determination pursuant to Clause 13.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 13.3 In the absence of agreement as to the appointment of suitability of the person to be appointed pursuant to Clause 13.1 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 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.
- 13.4 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 twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.5 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 material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.6 The provisions of this clause shall not affect the ability of either party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment

of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

13.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other party and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

#### 14 **Variations**

14.1 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission

#### 15 **Mortgagee Clause**

The Owners covenant with the Council:

15.1 not to Commence until a deed substantially in the form of this Deed has been completed by all mortgagees and/or chargees with any form of mortgage or charge over the Application Site (or any part thereof) as at the date of Commencement of Development confirming to the Council that such mortgagees/chargees shall be liable to observe and perform the provisions and obligations contained in the Deed in the event that it becomes a mortgagee/chargee in possession over any part of the Application Site; and

15.2 where a deed is so required to meet the Council's legal costs for the preparation and completion of such deed.

#### 16 **Counterparts**

16.1 This Deed may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Deed by executing a counterpart and this Deed shall not take effect until it has been executed by all parties.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed to this Deed and together with the Owners and Developers have executed this Deed as a Deed the day and year first before written

12931

The **COMMON SEAL** of )  
**WOKINGHAM BOROUGH COUNCIL** )  
Was hereunto affixed in the presence of: )



Authorised signatory

**EXECUTED as a DEED by** )  
**SUSTAINABLE LAND PLC** )  
acting by: )

Director

Director/Secretary

**EXECUTED as a DEED by** )  
**BEAULIEU STRATEGIC LAND LIMITED** )  
acting by: )

Director

Director/Secretary

EXECUTED as a DEED by  
WILLIAM ALEXANDER PALMER  
in the presence of:

)  
)  
)

Signature.....  
Name (printed) LUCY WIGGINS  
Address Blandy & Blandy  
1 Friar Street Reading Berkshire  
RG1 1DA  
Occupation Trainee Solicitor

EXECUTED as a DEED by  
DAVID CHARLES PALMER  
in the presence of:

)  
)  
)

Signature.....  
Name (printed) LUCY WIGGINS  
Address Blandy & Blandy 1 Friar Street  
Reading Berkshire RG1 1DA  
Occupation Trainee Solicitor

EXECUTED as a DEED by  
TIMOTHY SCOTT FINDLAY  
in the presence of:

)  
)  
)

Signature.....*C*.....

Name (printed).....*CHRISTIAN MEREDITH*.....

Address.....*FIELD SEYMOUR PARKES, 2*  
*LONDON STREET READING, RG1 4RW*.....

Occupation.....*TRAINEE SOLICITOR*.....

EXECUTED as a DEED by  
SHANLY DEVELOPMENTS LIMITED  
acting by:

)  
)  
)

Director

*N M TROTT*

~~Director~~/Secretary

*PJ GILES*

EXECUTED as a DEED by  
BELLWAY HOMES LIMITED  
acting by:

)  
)  
)

Director

~~Director~~/Secretary

**EXECUTED as a DEED by** )  
**THREADNEEDLE PROPERTY INVESTMENTS LIMITED** )  
as attorney for )  
**ASHDALE LAND AND PROPERTY COMPANY LIMITED** )  
pursuant to a power of attorney dated 1 January 2005 )  
acting by: )

Authorised signatory

## Schedule 1

### Affordable Housing

#### Part 1

The Owners covenant with the Council:

#### 1 Provision of Affordable Housing

1.1 That 25% of the number of Dwellings on the Application Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and the Affordable Housing Contribution shall be paid in accordance with Schedule 6.

1.2 That the Development shall contain Affordable Housing Dwellings in the following mix of sizes (unless otherwise agreed by the Council in writing):

one bedroom flat – 13 units

two bedroom flat – 18 units

two bedroom house – 25 units

three bedroom house – 17 units

four bedroom house – 2 bed units

1.3 That the Development shall contain Affordable Housing Dwellings in the following mix of tenures (unless otherwise agreed by the Council in writing):

Social Rented Housing – 44 units

Shared Ownership Housing - 22 units

Intermediate Housing and/or Affordable Rented Housing – 9 units

#### 2 Restriction on Use

2.1 That the Affordable Housing provided on the Application Site shall be owned and managed by a Preferred Registered Provider and subject to paragraph 2.4 of this Schedule shall be retained for use as Affordable Housing in perpetuity.

2.2 Subject to paragraph 2.4 below, to procure that the title in respect of each Affordable Housing Dwelling is subject to covenants:

2.2.1 restricting the use of that Affordable Housing Dwelling to either Social Rented Housing, Intermediate Housing, Affordable Rented Housing or Shared Ownership Housing (as appropriate), and

2.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nomination Agreement the relevant provisions of this paragraph 2 are observed and performed.



- 2.3 Subject to the terms of the Nomination Agreement and subject to paragraph 2.4 below:
- 2.3.1 no Social Rented Housing shall be Occupied other than as Social Rented Housing,
  - 2.3.2 no Intermediate Housing and/or Affordable Rented Housing shall be Occupied other than as Affordable Rented Housing and/or Intermediate Housing, and
  - 2.3.3 no Shared Ownership Housing shall be Occupied other than as Shared Ownership Housing.

2.4 The provisions of this Schedule shall not bind:

- 2.4.1 An Affordable Housing Mortgagee provided that such Affordable Housing Mortgagee who exercises any power of sale or leasing shall first have satisfied the Mortgagee Sale Provisions, or
- 2.4.2 any tenant/owner (or their mortgagees) of an Affordable Housing Dwelling who:
  - (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
  - (b) has exercised any statutory right to buy or acquire (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
  - (c) has acquired 100% of the equity in a Shared Ownership Unit or has acquired 100% of the equity of an Intermediate Housing unit (as applicable) or
  - (d) any successor in title to (and any mortgagee thereof) the parties referred to at sub-paragraph 2.4.2 (a) to (c) above

### 3 Price

That the price of the Affordable Housing Land shall be an amount calculated to enable the Preferred Registered Provider to acquire the Affordable Housing Dwellings without the need for any public subsidy.

### 4 Delivery of Affordable Housing

- 4.1 Not to commence construction of any Open Market Dwellings in a Phase unless and until the precise Affordable Housing number, location and mix for that Phase has been approved in writing by the Council.
- 4.2 Not to construct any Open Market Dwellings in a Phase until the name of the chosen Preferred Registered Provider for that Phase has been submitted in writing to the Council.
- 4.3 Not to commence the construction of the Affordable Housing Dwellings in a Phase any later than 3 calendar months after the commencement of construction of the Open Market Dwellings in that Phase.

- 4.4 To construct and make ready for Occupation the Affordable Housing Dwellings in a Phase in accordance with the Standards and at no cost to the Council prior to the Occupation of more than 50% of the Open Market Dwellings in that Phase.
- 4.5 Not to permit more than 50% of the Open Market Dwellings in any Phase to be Occupied unless and until all of the Affordable Housing Dwellings in that Phase have been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered Provider.
- 4.6 The Preferred Registered Provider shall enter into a Nomination Agreement with the Council within 8 weeks of the Transfer of the Affordable Housing Dwellings to the Preferred Registered Provider.

## **Part 2**

### **Mortgagee Sale Provisions**

- 1 An Affordable Housing Mortgagee wishing to exercise any power of sale or leasing shall use its reasonable endeavours over a period of three months from the date the Council is notified in writing of such wish to dispose of the land in question to a Preferred Registered Provider at either its then market value (subject to any leases or tenancies then subsisting) or the sum outstanding under any mortgages (including costs charges and interest) on the land whichever shall be the lesser
- 2 If the Affordable Housing Mortgagee is unable within the said period of three months to dispose of the land in question in accordance with paragraph 1 of this Part the Affordable Housing Mortgagee shall give notice in writing to the Council offering to transfer the land to the Council at a consideration representing the market value thereof at the date of the notice (subject to any leases or tenancies then subsisting) or the sum outstanding under any mortgages on the land whichever shall be the lesser
- 3 If the Council either:
- 3.1 within 42 days of receipt of the notice given by the Affordable Housing Mortgagee either gives notice in writing that it does not wish to acquire the land or fails to confirm that it wishes to acquire the land, or
- 3.2 fails to complete the transfer of the land within eight weeks of the price having been agreed or determined by an expert
- then the Affordable Housing Mortgagee shall be free to sell the land on the open market free of the restrictions in this Deed.

## Schedule 2

### Highways and Transport

#### Part 1

#### FNDR Eastern Section Works

- 1 Subject to paragraph 3 below, the Owners covenant with the Council to complete the FNDR Eastern Section Works to Stage 3 Road Safety Audit stage no later than two years from the date of Commencement of Development and, subject to paragraph 3 below, the Owners will not in any event Occupy more than 101 Dwellings until the FNDR Eastern Section Works have been so completed save that in respect of the Bus Stop Works (to be undertaken as part of the FNDR Eastern Section Works) the Owners covenant with Council to complete these works prior to the completion of the wider FNDR Eastern Section Works
- 2 The Owners and the Council agree and covenant the drawings referred to in this Deed in respect of the FNDR Eastern Section Works are acknowledged to be presently designed to meet Stage 1 Road Safety Audit stage and that prior to the commencement of the FNDR Eastern Section Works:
  - 2.1 Detailed design specifications shall be submitted by the Owners to the Council for the Council's approval and for the avoidance of doubt the FNDR Eastern Section Works shall not commence until the Council has so approved the relevant detailed design specification; and
  - 2.2 A legal agreement under section 278 of the Highways Act 1980 (or such other instrument as may be appropriate and agreed by the Council) relating to the FNDR Eastern Section Works (including the Bus Stops Works) shall first be entered into with the Council (acting reasonably) and completed.
- 3 The Owners further covenant to the Council to use reasonable endeavours to ensure that all necessary TROs are in situ prior to the completion of the FNDR Eastern Section Works and not to Occupy more than 101 Dwellings until such TROs are in situ save always that where despite the Owners' reasonable endeavours any necessary TRO is not in situ prior to the completion of the FNDR Eastern Section Works the Council shall in the interest of progressing the Development hold discussions with the Owners with a view to considering any mutually acceptable alternative measure(s) and in which case the occupation restrictions set out in this paragraph shall be reviewed and may be revised accordingly.
- 4 The Council covenants that it will upon written request from the all or some of the Owners grant the Owners free of charge such rights of access and licence to the land owned by the Council upon which the FNDR Eastern Section Works are to be constructed as necessary and for such duration to allow the Owners to undertake the construction (including the demolition of Pebblestone cottage and ancillary works relating thereto( in the event that paragraph 3 of Part 3 of this Schedule below applies) to allow such construction) and Completion of the FNDR Eastern Section Works in accordance with this Part of this Schedule.

## **Part 2**

### **Coppid Beech Park and Ride Land**

Ashdale Land and Property Company Limited as owner of the Coppid Beech Park and Ride Land on behalf of itself and its successors in title covenant and acknowledge:

- 1 Subject to paragraph 2 below, the Council is granted the exclusive right to require for the duration of the Core Strategy Period (or such other shorter period as may be agreed in writing by the Council) the Transfer to the Council of the Coppid Beech Park and Ride Land from Ashdale Land and Property Company Limited or its successor in title (as applicable).
- 2 Provided that the Council first makes a resolution (or such other determination as may be appropriate) through its Executive (or such other decision maker or decision making body as may be appropriate) that it will procure provision of the Coppid Beech Park and Ride and notifies Ashdale Land and Property Company Limited or its successor in title (as applicable) in writing of the said resolution to Transfer the Coppid Beech Park and Ride Land to the Council within 28 days of receiving the said written notification (unless some other period is agreed in writing with the Council).
- 3 Not to dispose of the Coppid Beech Park and Ride Land for the duration of the Core Strategy Period or to develop or use it in such a way which might prejudice its use for the purposes of a park and ride facility though for the avoidance of doubt if the Council does not make a resolution as described in paragraph 2 of this Part of this Schedule within the period so described then the obligations and restrictions in this Part of this Schedule shall cease to apply and Ashdale Land and Property Company Limited or its successor in title (as applicable) (subject to all other appropriate rights, restrictions and consents) will be free to dispose of and otherwise deal with the Coppid Beech Park and Ride Land as they see fit.
- 4 If the Coppid Beech Park and Ride Land was Transferred to it pursuant to paragraph 2 of this Part of this Schedule and Council has not procured a contract for works to construct the Coppid Beech Car Park within the Core Strategy Period (or such other shorter period as may have been agreed in writing by the Council) the Council shall transfer the Coppid Beech Park and Ride Land back to the person/body that transferred the said land to the Council pursuant to Part 2 of this Schedule within 28 days of the expiry of the Core Strategy Period and thereafter the obligations and restrictions in this Part of this Schedule shall cease to apply and Ashdale Land and Property Company Limited or its successor in title (as applicable) (subject to all other appropriate rights, restrictions and consents) will be free to dispose of and otherwise deal with the Coppid Beech Park and Ride Land as they see fit.

### **Part 3**

#### **Pebblestone Cottage**

The Council and the Owners covenant and agree:

1. The Owners will pay the Pebblestone Cottage Demolition Costs to the Council prior to the Commencement of Development.
2. The Council will use reasonable endeavours to undertake the demolition of Pebblestone Cottage as soon as reasonable practicable after the Commencement of Development and in any event no later than 4 months from the Commencement of Development.
3. If the Council has not commenced demolition of Pebblestone Cottage by the expiry of 4 months from the Commencement of Development the Owners shall, subject to first obtaining all necessary licences and consents, be entitled to thereafter carry out the said demolition provided that:
  - 3.1 The Owners have first notified the Council in writing of their intention to undertake the demolition works to Pebblestone Cottage; and
  - 3.2 The Owners will not commence the demolition works until the expiry of 14 days from the date of the said written notice (unless informed by the Council that they may carry out the demolition works before the expiry of this period) and for the avoidance of doubt the Council will be entitled to undertake the demolition works at any point within the said 14 day period.
4. In the event that the Owners undertake demolition of Pebblestone Cottage pursuant to paragraph 3 of this Part of this Schedule, the Council will repay the Pebblestone Cottage Demolition Costs to the Owners within 21 days of being notified in writing by the Owners that the said demolition has been completed provided always that it has been given reasonable opportunity to inspect the demolition works and has confirmed that no further works are reasonably required.

## Schedule 3

### Community Infrastructure

#### Part 1

#### Allotments

The Owners covenant with the Council:

- 1 Subject to paragraph 4 below, to construct the Allotments in accordance with the specification set out in Part 2 of this Schedule as varied (if at all) by the Council as part of the approval of Reserved Matters in respect of the relevant part of the Application Site.
- 2 The location of the Allotments and their precise boundaries shall be agreed by the Council as part of the approval of Reserved Matters in respect of the relevant part of the Application Site.
- 3 Subject to paragraph 4 below not to Occupy more than 101 Dwellings until the Allotments have been Completed.
- 4 The Council covenants that it will upon written request from all or some of the Owners grant the Owners free of charge such rights of access and licence to the land upon which the Allotments are to be sited as necessary and for such duration to allow the Owners to undertake the construction and Completion of the Allotments in accordance with this Part of this Schedule.

#### Part 2

#### Wokingham Borough Council Allotment Specification for New Allotment Sites

New allotment site proposed to meet the needs of new residential development will be required to meet the following specification.

##### General description

In general the site should be on level ground that is not liable to flooding with uncontaminated soils.

##### Minimum Site Size: 0.4ha/4000m<sup>2</sup>

The GLA suggests a minimum allotment site size of 0.4ha although slightly smaller site might be acceptable in certain circumstances.

**Plot Dimensions:** Allotments should be equipped with both 5 pole (126m<sup>2</sup>) and 10 pole plots (253m<sup>2</sup>) with a maximum of 20% of the larger plots. These plots should be rectangular in shape.

##### Essential Facilities

**Access to Water:** Allotments should be equipped with a minimum of one water point per 6-8 plots, although the optimum is for one water point per 4 plots.

**Vehicular Access and Car Parking:** Allotments should be equipped with a scalping/ hoggin access road on to the site (suitable for all seasons) with on site car parking to accommodate around 15% of allotment holders at any one time.

**Secure Perimeter Fencing & Gates:** Allotments should be equipped with adequate security fencing such as chain link fences to provide an immediate barrier, in the long term it is better if these are

backed by a suitable thorn hedge. At sites adjacent to open country perimeter fences and gates should be high enough to deter deer. The entrance should include a lockable gate.

**Internal Haulage Ways:** Allotments should be equipped with suitably surfaced internal haulage roads of a minimum width of 3m. These should be fit for purpose. If heavy use is expected or ground conditions are poor then a hard surface will be more desirable than grass which can be churned up.

**Internal paths:** Internal paths between plots should be a minimum of 1.4m wide and should be able to accommodate access for all

**Composting facilities:** Plotholders should be encouraged to compost as much plot waste as is possible. This will not only add nutrient and condition the soil but will help reduce the carbon footprint by not burning. On larger sites (>1ha) allotments should be equipped with a communal composting area which can also be used for council green waste such as autumn leaves.

**Other facilities:** On larger site (>1ha), and where plot holders are likely to travel by car to their site, allotments should be equipped with secure plot holders tool storage facilities and a Unisex toilet. The storage facilities can either be individual plot sheds or where circumstances permit a communal building with individual plotholders lockers.

### Part 3

#### On-Site Children's Play Area

The Owners covenant with the Council:

- 1 Not to erect any Dwellings on the On-Site Children's Play Area and not to otherwise use the On-Site Children's Play Area other than for a Children's Play Area.
- 2 To submit to the Council a detailed specification for the relevant On-Site Children's Play Area as part of the relevant Reserved Matters application within which the On-Site Children's Play Area is to be located
- 3 To construct each On-Site Children's Play Area in accordance with the relevant Reserved Matters approval referred to in paragraph 2 of this Part of this Schedule.
- 4 On construction of the On-Site Children's Play Area:
  - 4.1 to procure a RoSPA report in respect of it as constructed and submit the same to the Council;
  - 4.2 to make such corrective amendments to the On-Site Children's Play Area as may be required to satisfy and correct any adverse safety comments made in such ROSPA report; and
  - 4.3 to notify the Council in writing once the On-Site Children's Play Area has been constructed and a RoSPA certificate has been issued in respect of it.
- 5 Not to Occupy more than 250 Dwellings until the On-Site Children's Play Area has been Completed.
- 6 To maintain the On-Site Children's Play Area to the reasonable satisfaction of the Council for the duration of its Maintenance Period and to remedy or repair any defects arising on

the On-Site Children's Play Area during the Maintenance Period to the reasonable satisfaction of the Council.

- 7 To deliver an executed deed for the Transfer the On-Site Children's Play Area to the Council within 7 days of the expiry of the relevant Maintenance Period (unless otherwise agreed with the Council) with a covenant that the On-Site Children's Play Area shall not be used otherwise than as a children's play area.
- 8 Within 7 days of the completion of the Transfer of the On-Site Children's Play Area to the Council to pay On-Site Children's Play Area Maintenance Sum to the Council.

#### **Part 4**

#### **Open Space**

- 1 Not to erect any Dwellings in the location(s) of the Open Space and not to otherwise use the said locations other than for the provision of Open Space.
- 2 To submit to the Council a detailed specification for each Open Space Area as part of the Reserved Matters application in which the relevant Open Space Area is to be located
- 3 To construct and deliver each Open Space Area in accordance with the relevant specification as approved by the Council pursuant to the relevant Reserved Matters application and not to Occupy the final Dwelling comprised in the said Reserved Matters application until the relevant Open Space Area has been Completed.
- 4 To maintain each Open Space Area to the reasonable satisfaction of the Council for the duration of the Maintenance Period and to make good any defects arising during the Maintenance Period as reasonably required by the Council,
- 5 Within 7 days of the completion of the Maintenance Period for each Open Space Area to Transfer the relevant Open Space Area to either the Council (or to some other body or organisation nominated by the Council at its discretion) for the long term management of such Open Space Area.
- 6 Within 7 days of the Transfer of each open Space Area pursuant to paragraph 5 of this Part of this Schedule to pay such proportion of the Open Space Maintenance Sum as is equivalent to the (m2) area of Open Space Area which has been so Transferred (or where there is more than one Open Space Area being Transferred concurrently the aggregate (m2) areas of all of the Open Spaces Areas which have been so Transferred) multiplied by the sum of £7.12 (seven pounds and twelve pence) provided always that if following the completion of the construction of the final relevant Reserved Matters phase any proportion of the Open Space Maintenance Sum (by reference to the overall sum) has not yet been paid to the Council, to pay such remaining sum to the Council within 7 days of the completion of the construction of the final relevant Reserved Matters phase.



## **Schedule 4**

### **SANG**

The Owners covenant with the Council:

- 1 Prior to the construction of the SANG to submit a SANG Management Plan to the Council for its approval (such approval not be so unreasonably withheld or delayed) and thereafter to construct the SANG in accordance with the SANG Management Plan as approved by the Council pursuant to this paragraph and the Reserved Matters approval in which the SANG was included.
- 2 To notify the Council upon the completion of the construction of the SANG and to invite the Council to inspect the SANG and to make good any defects as identified by the Council.
- 3 Not to Occupy any Dwellings on the Application Site until the SANG has been Completed.
- 4 Within 28 days of its Completion to deliver an executed deed of Transfer of the SANG to the Council for the long term management of the SANG with a covenant that this shall continue to be maintained in accordance with the SANG Management Plan for the indefinite future, shall not be used otherwise than as an area for informal recreation or activities ancillary thereto in accordance with Natural England's "Guidelines for the Creation of Suitable Accessible Natural Green Space" and that the SANG shall be open to the public for the indefinite future at all times on every day (save for occasional closures for necessary management and maintenance purposes) throughout the year.
- 5 Within 7 days of completion of the Transfer of the SANG to the Council in accordance with paragraph 4 of this Part of this Schedule and clause 11.6 of this Deed to pay the SANGs Maintenance Sum to the Council.

## **Schedule 5**

### **Noise Bund**

#### **The Owners Covenant with the Council:**

- 1 To submit to the Council a detailed specification for the construction and delivery of the Noise Bund prior to the Occupation of any Dwellings to be approved in writing by the Council (such approval not to be unreasonably withheld).
- 3 To construct the Noise Bund in accordance with the detailed specification so approved pursuant to paragraph 1 of this Part of this Schedule and not to Occupy more than 101 Dwellings prior to the Completion of the Noise Bund.
- 3 Subject to paragraph 4 below, following its construction to keep the Noise Bund in use and situ as a noise bund in perpetuity and to thereafter continue to maintain the Noise Bund to the reasonable satisfaction of the Council.
- 4 Following construction of the Noise Bund and upon the written agreement of the Council, the Noise Bund may be transferred to the Council

## **Schedule 6**

### **Part 1**

#### **Contributions**

The Owners covenant with the Council to pay the Contributions to the Council as follows:

- 1 Affordable Housing Contribution in two instalments whereby 50% shall be paid prior to the Occupation of the 75<sup>th</sup> Dwelling and 50% shall be paid prior to the Occupation of the 150<sup>th</sup> Dwelling
- 2 Biodiversity Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 3 Burial Grounds Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 4 Children's Play Area Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 5 Community Facilities Contribution prior to the Occupation of the 175<sup>th</sup> Dwelling
- 6 Country Parks Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 7 Countryside Access Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 8 Health Contribution prior to the Occupation of the 250<sup>th</sup> Dwelling
- 9 Library Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 10 My Journey Contribution in four instalments (each instalment equivalent to 1/4<sup>th</sup> of the total sum) as follows:
  - the first instalment prior to the Occupation of any<sup>th</sup> Dwelling;
  - the second instalment prior to the Occupation of the 50<sup>th</sup> Dwelling;
  - the third instalment prior to the Occupation of the 150<sup>th</sup> Dwelling; and
  - the fourth instalment prior to the Occupation of the 250<sup>th</sup> Dwelling
- 11 Primary Education Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling.
- 12 Public Transport Services Contribution in two instalments of £100,000.00 (one hundred thousand pounds) each whereby the first instalment will be paid prior to Occupation of the 1<sup>st</sup> Dwelling and the second instalment will be paid no later than one year (12 months) after the Occupation of the 1<sup>st</sup> Dwelling.
- 13 SAMM Contribution prior to the Commencement of Development.
- 14 Secondary Education Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 15 Sports Hall Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling
- 16 Sports Hub Contribution in four instalments of £176,055.75 (one hundred and seventy six thousand fifty five pounds and seventy five pence) each as follows:

- the first instalment prior to the Occupation of the 75<sup>th</sup> Dwelling;
- the second instalment prior to the Occupation of the 150<sup>th</sup> Dwelling;
- the third instalment prior to the Occupation of the 225<sup>th</sup> Dwelling; and
- the fourth instalment prior to the Occupation of the Final Dwelling

17 Strategic Transport Provision Fund in four instalments of £381,129.00 (three hundred and eighty one thousand one hundred and twenty nine pounds) each as follows:

- the first instalment prior to the Occupation of the 150<sup>th</sup> Dwelling;
- the second instalment prior to the Occupation of the 175<sup>th</sup> Dwelling;
- the third instalment prior to the Occupation of the 200<sup>th</sup> Dwelling; and
- the fourth instalment prior to the Occupation of the 250<sup>th</sup> Dwelling

18 Swimming Pool Contribution prior to the Occupation of the 200<sup>th</sup> Dwelling

## **Part 2**

### **Indicative Dwelling Mix and Final Dwelling Mix Difference**

- 1 The Owners covenant with the Council that if the Indicative Dwelling Mix differs from the Final Dwelling Mix and the effect of this is that any or all of the respective sums for the Primary Education Contribution, the Secondary Education Contribution, the My Journey Contribution and the SAMM Contribution as paid by the Owners under the terms of this to this Deed are less than would have been payable pursuant to the Final Dwelling Mix, the owners will pay an additional amount equal to the aggregate value (in respect of the said contributions) of the difference between the Indicative Dwelling Mix and the Final Dwelling Mix prior to the Occupation of the Final Dwelling.
- 2 The Council covenants with the Owner that if the Indicative Dwelling Mix differs from the Final Dwelling Mix and the effect of this is that any or all of the respective sums for the Primary Education Contribution, the Secondary Education Contribution and the SAMM Contribution as paid by the Owners under the terms of this to this Deed are more than would have been payable pursuant to the Final Dwelling Mix, then the Council will repay the amount equal to the aggregate value (in respect of the said contributions) of the difference between the Indicative Dwelling Mix and the Final Dwelling Mix prior to the Occupation of the Final Dwelling

### Part 3

#### Forward Funding of SDL Infrastructure

The Council may use any of the Contributions received pursuant to the this Deed for the purposes of forward funding any strategic or supporting infrastructure as required to accommodate the development of the SDL as envisaged within the Development Plan **PROVIDED ALWAYS THAT** a sum or sums equal to the aggregate value of the Contributions received shall be allocated back to provide the infrastructure, affordable housing and services as defined in Clause 1 of this Deed when the said infrastructure, affordable housing and services are required to mitigate the impacts of the Development

## **Schedule 7**

### **Local economy**

The Owners covenant with the Council to use their reasonable endeavours to:

- (i) provide employment opportunities (and promotion of such opportunities) for Local People on the Development, and
- (ii) provide the opportunity for any Local People directly employed on the Development by the Owners during the construction of the Development to be offered training where reasonably appropriate through the Owner's apprenticeship scheme, and
- (iii) employ Local Businesses during the construction of the Development where reasonably appropriate save where specialist trades are required

## **Schedule 8**

### **Provisions to be included in the Transfer of Land**

The following provisions apply to the Transfer of all land (as applicable)

#### **1 Rights to be granted to Transferee and its Successors in Title**

- 1.1 The right of way with or without vehicles (except in relation to footpaths, cycleways and bridleways in which case rights to be restricted as appropriate) over any roads footpaths cycleways and bridleways which may be constructed at the date of the transfer or within the perpetuity period on or over the Owners' adjoining land which are intended to be adopted by the Highway Authority as highways maintainable at the public expense such rights of way to cease in respect of a particular way on the adoption of that way
- 1.2 The right to connect to any such roads footpaths cycleways and bridleways at such points as shall be approved by the Owners (such approval not to be unreasonably withheld) subject to the person exercising such right making good any damage forthwith caused thereby
- 1.3 The reasonable right (bearing in mind the purpose for which the particular parcel of land is transferred) to the free and uninterrupted passage and running of water soil gas electricity and telephone signals from and to the parcel of land through and along any sewers pipes wires channels and watercourses which may be laid or constructed at the date of the transfer through the Owners' adjoining land
- 1.4 The right to enter upon the Owners' adjoining land for the purpose of making connections at such points as shall be approved by the Owners (such approval not to be unreasonably withheld) and of inspecting repairing maintaining renewing and cleansing any such sewers pipes wires channels and watercourses in respect of which rights are granted subject to the person exercising such right making good forthwith any damage thereby caused
- 1.5 Rights of support from other parts of the Owners' adjoining land as may be requisite to ensure the stability of buildings lawfully constructed on the land

#### **2 Exceptions and Reservations**

- 2.1 An agreement and declaration that the Transferee and its successors in title shall not be or become entitled to any rights of light or air or other rights easements liberties or privileges whatsoever which would in any manner restrict prevent or interfere with the full and free use by the Owners or its successors in title of the Owners' neighbouring land for building or for any purpose whatsoever
- 2.2 The exception and reservation to the Owners and its successors in title the owners and occupiers for the time being of the Owners' neighbouring land and any dwellinghouses to be erected on such adjoining land to the statutory service authorities of the following rights:
  - 2.2.1 the right to enter upon such part of the land as is not built upon with vehicles plant and equipment for the purpose of carrying out and maintaining works on the adjoining land in connection with the construction of the Development and any protected species management plan SUBJECT TO the person exercising

such right making good forthwith any damage caused thereby to the reasonable satisfaction of the Transferee

- 2.2.2 the right in connection with the construction of the Development to enter upon such part of the land as is not built upon with vehicles plant and equipment and to lay or construct thereunder foul and surface water sewers and gas water electricity and telephone pipes wires and cables to serve the adjoining land or any of the Owners' neighbouring land as aforesaid SUBJECT TO
- (a) the Transferee's prior approval in writing (such approval not to be unreasonably withheld) to the route of any such sewers pipes wires and cables
  - (b) the person exercising such right making good forthwith any damage caused thereby to the reasonable satisfaction of the Transferee and
  - (c) the person exercising such rights providing the Transferee with a reasonable period of written notice of its intention so to do (save in case of emergency)
- 2.2.3 the right to the free and uninterrupted passage and running of water soil gas electricity and telephone signals from and to such adjoining and further land as aforesaid through and along the sewers pipes wires channels and watercourses at the date of Transfer laid constructed or running or which may be laid or constructed within 80 years of the transfer pursuant to the aforementioned right under 2.2.2 above
- 2.2.4 the right upon giving reasonable notice in writing to the Transferee (save in any emergency) to enter upon such part of the land as is not built upon with vehicles plant and equipment for the purpose of making connections at such points as shall be approved by the Transferee (such approval not to be unreasonably withheld or delayed) and for inspecting repairing maintaining renewing and cleansing such sewers pipes wires cables channels and watercourses as aforesaid SUBJECT TO
- (a) the person exercising such rights making good forthwith any damage caused thereby to the reasonable satisfaction of the Transferee
  - (b) the person exercising such rights providing the Transferee with a reasonable period of written notice of its intention so to do (save in case of emergency)
- 2.2.5 the right to have the eaves verges and gutters of buildings erected or to be erected on the Owners' adjoining land or on any part thereof overhanging the land Transferred provided that such overhang must not adversely materially interfere with the beneficial use and occupation of the Transferred land and to construct and maintain the foundations of any such buildings and/or of any new road or footpath laid in and on the Transferred land and with or without workmen and necessary materials to enter on the Transferred land so far as reasonably necessary after giving reasonable written notice (save in emergency) during reasonable hours in the daytime for the purpose of constructing repairing altering improving or renewing the said eaves verges and gutters and the said foundations to the reasonable satisfaction of the Transferee making good all damage thereby occasioned.



2.2.6 the right to subjacent and lateral support shelter and protection from the elements from the Transferred land to the Owners' adjoining land (where applicable)

2.3 Such rights as the Owners may reasonably require of way and rights to construct use and repair (including appropriate rights of access for such purposes) of roads sewers drains pipes wires and other services to benefit the Owners' adjoining land or to enable the Development to be carried out.

### 3 Transferor's Covenants

3.1 To the extent that at the date of the Transfer the land does not benefit from the matters referred to in the sub-paragraphs below the Transferor shall covenant with the Transferee within six months of the date of the Transfer

3.1.1 to make provision for adequate inverts for the foul and surface water drains so as to be sufficient to serve the drainage requirements of the land for the purpose for which it is transferred (**its stated purpose**)

3.1.2 to ensure that all the pipes sewers channels and watercourses serving the land will be of sufficient capacity to serve each site or parcel of land for its stated purpose

3.1.3 to provide up to the boundary of the land so as to be sufficient and readily available to serve the same for its stated purpose such of the following services or ducts for the installation of the same as are reasonably necessary for the land to function as intended:

- (a) a water supply connection from the mains,
- (b) an electricity supply,
- (c) a gas supply where necessary and if readily available in the vicinity from a statutory undertaker reasonably required by the Transferee,
- (d) Internet/superfast broadband connection
- (e) adequate access for pedestrians, cyclists and vehicles (where appropriate) to and from the public highway

### 4 Transferee's Covenants

In the Transfer of the land the Transferee shall covenant with the Transferor for the benefit of the Transferor's neighbouring land not to use the land Transferred in any way which may cause a nuisance to the Transferor's neighbouring land or for any purpose other than the purpose for which the land was Transferred the precise terms of any such covenant to be as reasonably required by the Transferor.

## **Annex 1**

### **Plan**



- Application Boundary
- Noise Bund
- Coppid Beach Park and Ride
- Pebblestone Cottage
- Open Space
- S.A.M.G.
- Allotments



12931

**SECTION 106 PLAN**

KEEPHATCH BEECH, NORTH WOKINGHAM

CLIENT:

**KEEPHATCH BEECH  
CONSORTIUM**

DATE: 12.03.2015

DRAWING NO: 50378-12

SCALE: APPROX 1:500 @ A3

REVISION:

MCBAINS COOPER CONSULTING LTD

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**Annex 2**

**Draft Planning Permission O/2014/2435**

## OFFICER REPORT – DRAFT DECISION NOTICE

**Expiry Date:** 04/03/2015

**Application Number:** O/2014/2435

**Parish:** Wokingham

**Location:** Keephatch Beech, Land to (Rear/North of 398), London Road.

**Proposal:** HYBRID APPLICATION FOR OUTLINE AND FULL PERMISSION OUTLINE APPLICATION (All Matters Reserved) for a development comprising of up to 300 residential dwellings, up to 800 square metres of restaurant/public house (use class A3 and A4), public open space and landscaping, allotments, acoustic mitigation comprising an earth bund and acoustic fence, surface water drainage, foul water pumping stations, land reserved for park and ride and a Suitable Alternative Natural Greenspaces (SANGs) at Stokes Farm (7.91 ha).

FULL PERMISSION For the Eastern section of the full Northern Distributor Road including proposed junctions with London Road and Binfield Road.

**Recommendation:** APPROVAL

### Conditions List

#### Plans

1. This permission is in respect of Site Location Plan (Drg. No. 56379-100 Rev H), Design and Access Statement (56379 – revised January 2015), Land Use Parameter Plan (Drg. No. 56379-107 Rev P), Access and Movement Parameter Plan (Drg. No. 56379-108 Rev L), Building Heights Parameter Plan (Drg. No. 56379-109 Rev H), Environment Statement dated November 2014 and Addendums (January 2015), Flood Risk Assessment (Odyssey Markides) and Services Appraisal (Report No. 13-183-03AB, December 2014), Transport Assessment dated January 2015 (associated Wokingham Transport Note dated 06th February 2015, revised safety audits and associated plans; 11-T001\_24K, 11-T001\_25.1H, 11-T001\_25.2F, 11-T001\_25.3H, 11-T001\_25.4F, 11-T001\_25.5F, 11-T001\_26C, 11-T001\_27E, 11-T001\_29D, 11-T001\_32.1A, 11-T001\_32.2B and 11-T001\_34A, Stokes Farm SANG Archaeological Desk-Based Assessment and Stokes Farm SANG Heritage Statement (Heritage Collective).

The development hereby permitted shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is carried out in accordance with the application form and associated details hereby approved.

### Reserved Matters

2. a) Approval of the details of the layout, access, scale, design and external appearance of the building(s) and the landscaping treatment of the site (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

b) Application for approval of the reserved matters referred to in a) above shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.

c) The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason: In pursuance of s91 of the Town and Country Planning Act 1991 (as amended by s51 of the Planning and Compensation Act 2004).

### Phasing

3. Before submission of reserved matters pursuant to Condition 2 a strategy for the sub-phasing of the development based on the Phasing Plan in the Design & Access Statement (56379 – January 2015) shall be submitted to and approved in writing by the Local Planning Authority. The Sub-Phasing Strategy will define:

- i) the development to be delivered within each sub-phase of the development;
- ii) timescales;
- iii) details of the coordination of housing and infrastructure delivery including triggers for delivery of infrastructure and the arrangements to prevent interruption of delivery across sub-phase and phase boundaries;
- iv) whether any part of the sub-phase contains wetland features (e.g. ponds, swales and balancing features).

The development to be delivered under i) and shall be carried out in accordance with the approved Phasing Strategy.

Reason: to ensure comprehensive planning of the site within the wider North Wokingham Strategic Development Location, to ensure the timely delivery of facilities and services and to protect the amenity of the area in accordance with Wokingham Borough Core Strategy Policies CP1, CP2, CP3, CP4, CP5, CP6, CP17 and CP20 and the North Wokingham Strategic Development Location Supplementary Planning Document (October 2011).

### Sub Phasing

4. If the Sub-Phasing Strategy requires delivery of infrastructure - for example drainage, ground treatment, highways - in advance of other aspects of the development this shall be the subject of a separate application for approval of reserved matters.

Reason: to secure comprehensive planning and design of the site and to be in accordance with NPPF Policies CP1, CP4, CP6, CP17, CP20 of the Wokingham Borough Core Strategy, Policy CC10 of the Managing Development Delivery Local Plan and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

### Materials

5. Before the development hereby permitted is commenced, samples and details of the materials to be used in the construction of the external surfaces of the



buildings shall have first been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: To ensure a high quality development in accordance with Wokingham Borough Core Strategy Policies CP1 and CP3, Borough Design Guide, CC04 and CC05 of the Managing Development Delivery Local Plan (Feb 2014) and the North Wokingham Strategic Development Location Supplementary Planning Document (October 2011).

#### Levels

6. No development shall take place until a measured survey of the site and a plan prepared to scale of not less than 1:500 showing details of existing and proposed finished ground levels (in relation to a fixed datum point) and finished floor levels shall be submitted to and approved in writing by the local planning authority, and the approved scheme shall be fully implemented prior to the occupation of the building(s).

Reason: In order to ensure a satisfactory form of development relative to surrounding buildings and landscape. Relevant policy: NPPF and Core Strategy policies CP1 and CP3 and Managing Development Delivery Local Plan policy TB21.

#### Permitted Development

7. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) (or any Order revoking and re-enacting that Order with or without modification), no buildings, extensions or alterations permitted by Classes A, B, C, D, E, F and G of Part 1 of the Second Schedule of the 1995 Order (or any order revoking and re-enacting that order with or without modification) shall be carried out.

Reason: To safeguard the character of the area and residential amenity of neighbouring properties. Relevant Policies: Core Strategy policies CP1 and CP3.

#### Lighting

8. No floodlighting or other form of external lighting scheme shall be installed unless it is in accordance with details which have been submitted to and approved in writing by the Local Planning Authority. Such details shall include location, height, type and direction of light sources and intensity of illumination for all external lighting strategies including details of lighting for all principle highways, cycleways, footpaths, public areas and any non-residential buildings. Any lighting, which is so installed, shall not thereafter be altered without the prior consent in writing of the Local Planning Authority other than for routine maintenance that does not change its details.

Reason: To prevent an adverse impact upon wildlife, to safeguard amenity and ensure highway safety in accordance with NPPF and Wokingham Borough Core Strategy Policy CP1, CP3, CP6 and CP7.

#### Construction Management

9. Before the development hereby permitted is commenced a Construction Environmental Management Plan (CEMP) in respect of that phase shall have been submitted to and approved in writing by the Local Planning Authority. Construction shall not be carried out otherwise than in accordance with each approved CEMP. The CEMP shall include the following matters:

- i) a construction travel protocol or Green Travel plan for the construction phase including details of parking and turning for vehicles of site personnel, operatives and visitors;
- ii) loading and unloading of plant and materials;
- iii) storage of plant and materials;
- iv) programme of works / phasing / lorry routing and potential numbers (including measures for traffic management and operating hours);
- v) piling techniques including types of piling rig and earth moving machinery;
- vi) provision of boundary hoarding;
- vii) protection of the aquatic environment in terms of water quantity and quality;
- viii) details of proposed means of dust suppression and noise mitigation;
- ix) details of measures to prevent mud from vehicles leaving the site during construction;
- x) details of any site construction office, compound and ancillary facility buildings. These facilities shall be sited away from woodland areas;
- xi) lighting on site during construction (including temporary);
- xii) measures to ensure no on site fires during construction
- xiii) monitoring and review mechanisms;
- xiv) implementation of the CEMP through an environmental management system;
- xv) details of the haul routes to be used to access the development;
- xvi) details of the temporary surface water management measures to be provided during the construction phase;
- xvii) details of the excavation of materials and the subsurface construction methodology
- xviii) appointment of a Construction Liaison Officer.

Any deviation from this Statement shall be first agreed in writing with the Local Planning Authority.

**Reason:** To protect occupants of nearby dwellings from noise and disturbance during the construction period, in the interest of highway safety and convenience and to minimise the environmental impact of the construction phase in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CP6.

#### Construction Times

10. No work relating to the development hereby approved, including preparation prior to building operations, shall take place other than between the hours of 08:00 am and 6pm Monday to Friday and 08:00 am to 1pm Saturdays and at no time on Sundays or Bank or National Holidays.

**Reason:** To protect the occupiers of neighbouring properties from noise and disturbance outside the permitted hours during the construction period. Relevant Policies: Core Strategy policies CP1 and CP3.

11. All applications for Reserved Matters approval shall be accompanied by a Design Statement which shall explain how the proposals conform to the requirements of the approved Design and Access Statement.

**Reason:** In the interests of visual amenity. Relevant Policy: NPPF, Core Strategy CP1 and CP3 and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Tree Protection and Landscaping

##### Details of boundary walls and fences etc.



12. Before the development hereby permitted is commenced details of all boundary treatment(s) shall first be submitted to and approved in writing by the local planning authority. The approved scheme shall be implemented prior to the first occupation of the development or phased as agreed in writing by the local planning authority. The scheme shall be maintained in the approved form for so long as the development remains on the site.

Reason: In the interests of amenity and highway safety in accordance with Core Strategy policies CP1, CP3 and CP6

#### Landscaping

13. Prior to the commencement of the development, full details of both hard and soft landscape proposals shall be submitted to and approved in writing by the local planning authority. These details shall include, as appropriate, proposed finished floor levels or contours, means of enclosure, car parking layouts, other vehicle and pedestrian access and circulation areas, hard surfacing materials and minor artefacts and structure (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc). Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable.

All hard and soft landscape works shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by the local planning authority. Any trees or plants which, within a period of five years after planting, are removed, die or become seriously damaged or defective, shall be replaced in the next planting season with others of species, size and number as originally approved and permanently retained.

Reason: To ensure adequate planting in the interests of visual amenity in accordance with Core Strategy policy CP3 and Managing Development Delivery Local Plan policies CC03 and TB21 (and TB06 for garden development)

#### Retention of trees and shrubs

14. No trees, shrubs or hedges within the site which are shown as being retained on the approved plans shall be felled, uprooted wilfully damaged or destroyed, cut back in any way or removed without previous written consent of the local planning authority; any trees, shrubs or hedges removed without consent or dying or being severely damaged or becoming seriously diseased within 5 years from the completion of the development hereby permitted shall be replaced with trees, shrubs or hedge plants of similar size and species unless the local planning authority gives written consent to any variation.

Reason: To secure the protection throughout the time that development is being carried out, of trees, shrubs and hedges growing within the site which are of amenity value to the area in accordance with Core Strategy policy CP3 and Managing Development Delivery Local Plan policies CC03 and TB21

#### Protection of trees etc

15. a) No development or other operation shall commence on site until a scheme which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent the site in accordance with BS5837: 2012 has been submitted to and approved in writing by the local planning authority (the Approved Scheme); the tree protection measures approved shall be implemented in complete accordance with

the Approved Scheme for the duration of the development (including, unless otherwise provided by the Approved Scheme) demolition, all site preparation work, tree felling, tree pruning, demolition works, soil moving, temporary access construction and or widening or any other operation involving use of motorised vehicles or construction machinery.

b) No development (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and or widening or any other operation involving use of motorised vehicles or construction machinery) shall commence until the local planning authority has been provided (by way of a written notice) with a period of no less than 7 working days to inspect the implementation of the measures identified in the Approved Scheme on-site.

c) No excavations for services, storage of materials or machinery, parking of vehicles, deposit or excavation of soil or rubble, lighting of fires or disposal of liquids shall take place within an area designated as being fenced off or otherwise protected in the Approved Scheme.

d) The fencing or other works which are part of the Approved Scheme shall not be moved or removed, temporarily or otherwise, until all works including external works have been completed and all equipment, machinery and surplus materials removed from the site, unless the prior approval of the local planning authority has first been sought and obtained.

Reason: To secure the protection throughout the time that development is being carried out, of trees, shrubs and hedges growing within the site which are of amenity value to the area in accordance with Core Strategy policy CP3 and Managing Development Delivery Local Plan policies CC03 and TB21

#### Landscape management

16. Prior to the commencement of the development a landscape management plan, including long term design objectives, management responsibilities, timescales and maintenance schedules for all landscape areas, other than privately owned, domestic gardens, shall be submitted to and approved in writing by the local planning authority. The landscape management plan shall be carried out as approved.

Reason: In order to ensure that provision is made to allow satisfactory maintenance of the landscaping hereby approved in accordance with Core Strategy policy CP3 and Managing Development Delivery Local Plan policies CC03 and TB21

#### Earth mounding and contouring

17. Prior to the commencement of the development, details of earthworks including any works associated with the noise bund shall be submitted to and approved in writing by the local planning authority. These details shall include the proposed grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. The Earthworks shall be carried out in accordance with the approved details and permanently so-retained.

Reason: In the interests of the amenity and landscape character of the area in accordance with Core Strategy policy CP3 and Managing Development Delivery Local Plan policies CC03 and TB21

#### Ecological

##### Bats

18. The reserved matters for any sub phase of the development shall include a detailed Bat mitigation strategy. This shall be submitted to and approved in writing by the local planning authority for the development. The detailed Bat mitigation strategy shall include;

(a) Details of buffer zone required to protected the boundary features to field A including the Keephatch Woods and western site boundary (Ecological Impact Assessment September 2014 –Ethos Environmental Planning) such buffer zones to be a minimum of 10m unless there are exceptional circumstances.

(b) The buffer zones required as part of the bat mitigation strategy should be free from any development including residential gardens and/or estate roads.

(c) An appropriate detailed lighting scheme that maintains the buffer zones as dark corridors suitable bat foraging and commuting.

(d) Management arrangements for the bat mitigation strategy buffer zones areas that will secure the long term usage of the site by bats.

The mitigation strategy shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: The site supports bats and in order to protect them during construction and in the long term in accordance with NPPF, Core Strategy Policy CP1, CP3 and CP7 and Managing Development Delivery Local Plan policies CC03 and TB 23.

#### Ancient Woodland

19. The reserved matters for any sub phase of the development shall include a detailed Ancient Woodland (Pebblestone Copse) mitigation and compensation strategy. This shall be submitted to and approved in writing by the local planning authority for the development. The detailed Ancient Woodland mitigation and compensation strategy shall include;

(a) Details of buffer zones required to protected the retained hedgerows, such buffer zones to be a minimum of 15m unless there are exceptional circumstances.

(b) The buffer zones required to protect the retained Ancient Woodland should be free from any development including residential gardens.

(c) A detailed method statement for the translocation of any Ancient Woodland soils to be removed as a result of the development.

(d) A detailed Ancient Woodland compensation strategy to address the loss of ancient woodland and any reduction in the required minimum buffer zones as a result of the development.

(e) Management measures and arrangements for the retained Ancient Woodland and any Ancient Woodland compensation areas that will secure the long term future of the Ancient Woodland habitats and species.

The mitigation and compensation strategy shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: In the interests of visual amenity and to ensure appropriate mitigation of the impact upon woodland during construction and in the long term in accordance with NPPF, Core Strategy Policy CP1, CP3 and CP7 and Managing Development Delivery Local Plan policies CC03 and TB21 and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Hedgerows

20. The reserved matters for any sub phase of the development shall include a detailed hedgerow mitigation and compensation strategy. This shall be submitted to and approved in writing by the local planning authority for that sub phase of the development. Each detailed hedgerow mitigation and compensation strategy shall include;

- (a) Details of buffer zones required to protect the retained hedgerows, such buffer zones to be a minimum of 10m unless there are exceptional circumstances.
- (b) The buffer zones required to protect the retained hedgerows should be free from any development including residential gardens.
- (c) A detailed method statement for the translocation of any hedgerows to be removed as a result of the sub phase of the development, unless mitigation could be better achieved in ecological terms through new hedgerow creation.
- (d) A detailed hedgerow compensation strategy to address all other significant negative impacts on the local hedgerow network as a result of the sub phase of the development.
- (e) Management arrangements for the receptor site that will secure the long term future of the translocated habitats and species.

The mitigation and compensation strategy shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: In the interests of visual amenity and to ensure appropriate mitigation of the impact upon hedgerows during construction and in the long term in accordance with NPPF, Core Strategy Policy CP1, CP3 and CP7 and Managing Development Delivery Local Plan policies CC03 and TB21 and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Veteran Trees

21. The reserved matters for any sub phase of the development shall include a detailed veteran and near-future veteran tree mitigation strategy. This shall be submitted to and approved in writing by the local planning authority for that sub phase of the development. Each detailed veteran and near-future veteran tree mitigation strategy shall include the following;

- (a) Veteran and near-future veteran tree buffer zone of sufficient size to allow for the long-term retention of the trees. These buffer zones should have a radius of not less than 15 x the DBH and should not include formal POS or areas of private garden other than in exceptional circumstances.
- (b) Individual veteran and near-future veteran tree management plans including details of all the tree works that are required to maintain the trees ecological value. The management plans should cover a period of 10 years from the commencement of development.

The mitigation strategy shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: In the interests of visual amenity and to protect veteran trees during construction and in the long term in accordance with NPPF, Core Strategy Policy CP1, CP3 and CP7 and Managing Development Delivery Local Plan policies CC03 and TB21 and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Landscape and Environmental Management Plan (LEMP)

22. The reserved matters shall include a detailed Landscape and Environmental Management Plan (LEMP) shall be submitted to and approved in writing by the local planning authority for that sub phase of the development. Each detailed Landscape and Environmental Management Plan (LEMP) shall be in accordance with the mitigation, contingency and enhancement measures contained within paragraph 13.117– 13.126 of the submitted Keephatch Beech Environmental Statement (Barton Willmore, November 2014 ). The submitted Landscape and Environmental Management Plans (LEMPs) shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Prior to submission of a reserved matters application for any sub phase of the development a detailed scheme to maintain the ecological permeability of the site (especially with regard to reptiles, amphibians and hedgehogs) shall be submitted to and approved in writing by the local planning authority for that sub phase of the development. The mitigation and contingency measures contained within the plan shall be implemented in accordance with the approved plan unless otherwise approved in writing by the local planning authority.

Reason: In the interests of visual amenity and to ensure appropriate mitigation of the impact upon hedgerows during construction and in the long term in accordance with NPPF, Core Strategy Policy CP1, CP3 and CP7 and Managing Development Delivery Local Plan policies CC03 and TB21 and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Contamination

23. Before development within a sub-phase is commenced, a scheme to deal with potential contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include an investigation and assessment to identify the extent of any contamination and the measures to be taken to avoid risk when the site is developed. No building shall be occupied and the use of public open space shall not commence until the approved measures have been carried out and a validation report has been submitted to and approved in writing by the Local Planning Authority.

Reason: to ensure that any contamination of the site is remedied and to protect existing and future occupants of the application site and adjacent land in accordance with Wokingham Borough Core Strategy Policy CP1.

24. In the event that contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the Local Planning Authority. Any subsequent investigation/remedial/protective works deemed necessary by the LPA shall be carried out to agreed timescales and approved by the LPA in writing. If no contamination is encountered during the development, a letter confirming this fact shall be submitted to the LPA upon completion of the development.

Reason: To ensure any contamination on the site is remedied to protect the existing / proposed occupants of the application site and adjacent land in accordance with Wokingham Borough Core Strategy Policy CP1.

#### Air Quality

25. The reserved matters for any sub phase of the development shall include an air quality assessment. This shall be submitted to and approved in writing by the Local Planning Authority. Based on the findings of the assessment, the applications for approval of reserved matters to comply with Condition 2 shall include a scheme of



measures to protect proposed sensitive receptors from poor air quality. The approved measures to serve each building shall be implemented prior to first occupation and retained thereafter.

Reason: to ensure that sensitive receptors are not subject to poor air quality as a result of the development in accordance with Wokingham Borough Core Strategy Policy CP1.

#### Access and movement

##### Cycle Parking

26. The reserved matters to comply with Condition 2 shall include details of cycle parking to be approved in writing by the Local Planning Authority. No building shall be occupied until the cycle parking has been implemented / installed. The cycle parking shall be permanently retained.

Reason: In order to ensure the development contributes towards achieving a sustainable transport system and to provide parking for cycles in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6, the Parking Standards Study within the Borough Design Guide 2010 and the North Wokingham Development Location Supplementary Planning Document (October 2011) and CC07 of the Managing Development Delivery Local Plan (Feb 2014).

##### Details of car and motorcycle parking

27. The reserved matters to comply with Condition 2 shall include details of car and motorcycle parking in accordance with the Council's policies and which are to be approved in writing by the Council. No dwelling shall be occupied until the vehicular accesses, driveways, parking and turning areas to serve it including any unallocated space have been provided in accordance with the approved details and the provision shall be retained thereafter. The vehicle parking shall not be used for any other purposes other than parking and the turning spaces shall not be used for any other purposes than turning.

Reason: In the interests of highway safety and convenience in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6, CC07 of the Managing Development Delivery Local Plan (Feb 2014), the Parking Standards Study within the Borough Design Guide 2010, and the North Wokingham Development Location Supplementary Planning Document (October 2011).

##### Parking Management Strategy

28. Prior to the first occupation of any dwelling, a Parking Management Strategy for the management of on-street parking shall be submitted to and approved in writing by the local planning authority.

Reason: to ensure satisfactory development in the interests of amenity and highway safety in accordance with Wokingham Borough Core Strategy Policies CP1, CP6 and CP21.

##### Vehicle Parking

29. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) or any Order revoking and re-enacting that Order within or without modification), any garage, carport or area of parking accommodation on the site shall be kept available for the parking of vehicles ancillary to the residential use of the site at all times. Parking shall be constructed in accordance with the approved plans and shall not be enclosed beyond any enclosure shown on the approved drawings without the prior written approval of the Local

Planning Authority. Garages, carports and parking areas shall not be used for any business use nor as habitable space.

Reason: To ensure provision of adequate parking and reduce the likelihood of unplanned roadside parking in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6, CC07 of the Managing Development Delivery Local Plan (Feb 2014), the Parking Standards Study within the Borough Design Guide 2010 and the North Wokingham Development Location Supplementary Planning Document (October 2011).

#### Construction details

30. Prior to the commencement of development, full details of the construction of roads and footways, including levels, widths, construction materials, depths of construction, surface water drainage and lighting shall be submitted to and approved in writing by the local planning authority. The roads and footways shall be constructed in accordance with the approved details to road base level before the development is occupied and the final wearing course will be provided within 3 months of occupation, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that roads and footpaths are constructed to a standard that would be suitable for adoption as publicly maintainable highway, in the interests of providing a functional, accessible and safe development. Relevant policy: Core Strategy policies CP3 & CP6.

#### Visibility splays

31. Prior to the commencement of the development there shall be submitted to and approved in writing by the local planning authority, details of the proposed vehicular accesses visibility splays within the development. The accesses shall be formed as so-approved and the visibility splays shall be cleared of any obstruction exceeding 0.6 metres in height prior to the occupation of the development. The accesses shall be retained in accordance with the approved details and used for no other purpose and the land within the visibility splays shall be maintained clear of any visual obstruction exceeding 0.6 metres in height at all times.

Reason: In the interests of highway safety and convenience. Relevant policy: Core Strategy policies CP3 & CP6.

#### Vehicle turning

32. Prior to the commencement of the development, details of vehicle turning and manoeuvring space(s) within the site (allowing vehicles to turn so that they may enter and leave the site in a forward gear) shall be submitted to and approved in writing by the local planning authority. The development shall not be occupied until the turning and manoeuvring space(s) has been provided in full accordance with the approved details. The turning and manoeuvring space(s) shall thereafter be so-retained and shall be used for no other purpose.

Reason: To ensure a satisfactory form of development and to avoid adverse impact on the public highway in the interests of highway safety. Relevant policy: Core Strategy policies CP3 & CP6.

#### Construction accesses

33. Details of any construction access(es) to be provided shall be submitted to, and approved by the Local Planning Authority, prior to commencement of development.

Reason: In the interests of highway safety and convenience in accordance with Wokingham Borough Core Strategy Policies CP1 and CP6.

#### Detailed junction designs

34. No development to commence until full detailed designs and delivery schedule are submitted for A329 London Road/ NDR junction works (DWG 11-T001 25.1H), Binfield Road/ NDR junction works (DWG 11-T001 25.3H) and SANG traffic calming works (DWG 11-T001 34A) and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and convenience. Relevant policy: Core Strategy policies CP1 and CP6 and CC08 of the Managing Development Delivery Local Plan (Feb 2014).

#### Walking and Cycling Strategy

35. Prior to the first occupation of any dwelling within the development, a Walking and Cycling Strategy for the whole development shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the agreed strategy thereafter.

Reason: To ensure satisfactory development in the interests of sustainable travel in accordance with Wokingham Borough Core Strategy Policies CP1, CP6 and CP20.

#### Bus stops

36. No dwelling within the development shall be occupied until details and timing / delivery schedule of the bus stop improvements serving the site have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details.

Reason: In the interests of highway safety and convenience. Relevant policy: Core Strategy policies CP3 & CP6, and the North Wokingham Strategic Development Location Supplementary Planning Document (October 2011).

#### Flooding and Drainage – EA

##### Flood Risk Assessment

37. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 100 year with an allowance for climate change critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. Prior to occupation the scheme shall be implemented in accordance with the approved details.

The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason: To prevent the increased risk of flooding, both on and off site. Relevant policies: NPPF, Wokingham Borough Core Strategy Policy CP1 and CP18 CP20 and the Managing Development Delivery Local Plan Policy CC10 and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Disposal of foul and storm water



38. None of the dwellings shall be occupied until works for the disposal of foul and storm water sewage have been provided on the site to serve the development hereby permitted, in accordance with details to be submitted to and approved in writing by the local planning authority.

Reason: In order to ensure satisfactory provision is made. Relevant Policy: NPPF and Core Strategy Policy CP1 and CC09 and CC10 of the Managing Development Delivery Local Plan (Feb 2014).

#### Impact Studies

39. Development should not be commenced until impact studies of the existing water supply infrastructure have been submitted to and approved by the Local Planning Authority in consultation with Thames Water. The studies should determine the magnitude of any additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with NPPF and Core Strategy Policy CP1 and CC09 and CC10 of the Managing Development Delivery Local Plan (Feb 2014).

#### Drainage strategy

40. Development shall not commence until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason - The development may lead to sewage flooding, to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community. Relevant Policies: NPPF and Core Strategy Policy CP1 and CC09 and CC10 of the Managing Development Delivery Local Plan (Feb 2014).

#### Emergency water supplies

41. Prior to first occupation of any relevant sub-phase of development fire hydrants, or other suitable emergency water supplies, shall be provided in accordance with a scheme including details of their location, specification and a programme for their provision which has first been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that an adequate level of infrastructure is provided in accordance with Wokingham Borough Core Strategy Policy CP4.

42. Before first occupation of the school(s) and any mixed use buildings within the District centre measures sprinkler systems and/or other measures for controlling the spread of fire shall be installed in accordance with a scheme which has first been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that an adequate level of infrastructure is provided in accordance with Wokingham Borough Core Strategy Policy CP4.

#### Sustainable Development

43. The reserved matters shall demonstrate that; (i) all of the residential units will achieve a minimum Code Level 3 for Sustainable Homes and (ii) non-residential buildings will be designed to achieve at least BREEAM 'very good' certification other

than the public house / restaurant which will be designed to achieve at least BREEAM 'Excellent' certification (or such national measure of sustainability for house design that replaces that scheme) or the equivalent relevant codes at the time of construction.

Development shall be carried out in accordance with the approved details and so retained thereafter unless otherwise agreed in writing by the Local Planning Authority. No dwelling shall be occupied until a Final Code Certificate has been issued for it certifying that the Code Level stated above has been achieved and which has been submitted to the Local Planning Authority for approval.

Reason: To ensure a high standard of sustainable development in accordance with NPPF, Wokingham Borough Core Strategy Policy CP1 and CP3 and the Managing Development Delivery Local Plan Policy CC04 and CC05, the Sustainable Design and Construction Supplementary Planning Document (2010) and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

44. Before submission of the applications pursuant to reserved matters either:
- i) a strategy detailing how the development will secure a 10% reduction in carbon emissions above the minimum requirements of Part L: Building Regulations shall be submitted to and approved in writing by the local planning authority; or
  - ii) an alternative strategy which can demonstrate a greater carbon saving than would be achieved by i) above shall be submitted to and approved in writing by the Local Planning Authority.

The subsequent reserved matters applications to comply with Condition 2 shall include details of the measures to fulfil the approved strategy and the approved measures shall be installed and functional before first occupation of the buildings they are intended to serve.

Reason: In the interests of promoting sustainable forms of developments and to meet the terms of the application. Relevant Policies: Core Strategy policies CP1, and CC04 and CC05 of the Managing Development Delivery Local Plan (Feb 2014), the Sustainable Design and Construction Supplementary Planning Document (2010) and the North Wokingham Strategic Development Location Supplementary Planning Document (October 2011).

#### Water consumption

45. The reserved matters to comply with Condition 2 shall include measures to reduce water consumption on the site which are to be submitted and agreed in writing by the Local Planning Authority. The measures shall be implemented in accordance with the approved details before first occupation of any building within the sub-phase and shall be retained thereafter unless their replacement would result in improved water consumption

Reason: To reduce water consumption accordance with Wokingham Borough Core Strategy Policy CP1, the Managing Development Delivery Local Plan Policy CC04, the Sustainable Design and Construction Supplementary Planning Document (2010) and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

46. The reserved matters to comply with Condition 2 shall include provision for all dwellings within the sub-phase with a garden and the public house / restaurant to be provided with;

- i) water butt of an appropriate size installed to maximise rainwater collection; and
- ii) space for composting;

unless it is demonstrated that it is not practicable to accommodate it within the curtilage of the building.

Reason: To reduce refuse and enable the efficient use of water in accordance with NPPF, Wokingham Borough Core Strategy Policy CP1, the Managing Development Delivery Local Plan Policy CC04, the Sustainable Design and Construction Supplementary Planning Document (2010) and paragraphs \* of the Environmental Impact Assessment dated \* and the North Wokingham Strategic Development Location Supplementary Planning Document (2011).

#### Refuse and recycling

47. The reserved matters to comply with Condition 2 shall incorporate internal and external spaces for the storage of refuse and recyclable materials for all dwellings within the sub-phase, public house / restaurant within the neighbourhood local centre and provision in accordance with the approved details shall be made prior to occupation of any building and retained thereafter.

Reason: To ensure that adequate provision is made for the storage of recyclables in accordance with Wokingham Borough Core Strategy Policy CP1 and CC04 of the Managing Development Delivery Local Plan (Feb 2014), the Sustainable Design and Construction Supplementary Planning Document and the North Wokingham Strategic Development Location Supplementary Planning Document (October 2011).

#### Archaeological

48. No development shall take place within the site until the applicant, or their agents or their successors in title, has secured and implemented a programme of archaeological work (which may comprise more than one phase of work) in accordance with a written scheme of investigation, which has been submitted to and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

Reason: To ensure that any archaeological remains within the site are adequately investigated and recorded or preserved in situ in the interest of protecting the archaeological

heritage of the borough. Relevant Policies: NPPF and TB25 of the Managing Development Delivery Local Plan (Feb 2014).

#### Noise

##### Proposed Development - Protection from external noise

49. No development shall commence on any residential unit until details of the measures to be used to achieve internal noise levels that do not exceed the guidance level given for residential rooms in BS8233:2014 have been submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the amenities of proposed residents/occupiers of the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

50. No development shall commence on any aspect until details of the construction noise assessment are provided and mitigation measures are identified to mitigate noise impacts to appropriate levels. These measures should be identified within the CEMP.

Reason: In order to protect the amenities of proposed residents/occupiers of the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

Sound insulation

51. No development shall commence until full details of the design of the noise barrier along A329(M) have been submitted to and approved in writing by the Local Planning Authority. The noise bund shall be constructed and completed prior to the occupation of any dwellings. The approved scheme shall be retained and maintained thereafter in accordance with the approved details.

Reason: In order to protect the amenities of proposed residents/occupiers of the development in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

Noise from services associated with new buildings

50. Noise resulting from the use of plant, machinery or equipment shall not exceed a level of 5dB(A) below the existing background level (or 10dB(A) below if there is a particular tonal quality) when measured according to British Standard BS4142-2014, at a point one metre external to the nearest noise sensitive premises.

Reason: In the interests of the amenities of neighbouring occupiers in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

Noise from services associated with new buildings - Noise Scheme

51. Prior to installation on the restaurant / public house the following shall be submitted to the Local Planning Authority:

(a) written details concerning any proposed air handling plant, chillers or other similar building services including:

(i) the proposed number and location of such plant as well as the manufacturer's information and specifications

(ii) the acoustic specification of the plant including general sound levels and frequency analysis under conditions likely to be experienced in practice.

(iii) the intended operating times.

(b) calculations showing the likely impact of noise from the development;

(c) a scheme of works or such other steps as may be necessary to minimise the effects of noise from the development;

(d) The restaurant / public house building shall not be used until written approval of a scheme under (c) above has been given by the Local Planning Authority and works forming part of the scheme have been completed.

Reason: In the interests of the amenities of neighbouring occupiers, in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

#### Plant

52. All plant, machinery and equipment (including fans, ducting and external openings) to be used by reason of the granting of this permission shall be so installed, maintained and operated so as to prevent the transmission of noise and vibration beyond the boundary of any residential premises within the vicinity of the site to which the application refers. No such equipment shall be installed within any sub-phase of the development until a scheme of noise attenuation measures has been submitted to and approved in writing by the Local Planning Authority. The equipment shall be installed in accordance with the approved details before the use of the building it is intended to serve commences and retained thereafter.

Reason: to safeguard the residential amenity of the adjacent dwellings in accordance with Wokingham Borough Core Strategy Policies CP1 and CP3.

#### Restriction on Local Neighbourhood Uses

53. Before any development for the uses restaurant/public house (Use classes A3 and A4); commences a scheme specifying the provisions to be made for the control of noise emanating from the premises and from delivery vehicles shall be submitted to and approved in writing by the Local Planning Authority.

Deliveries shall be limited within Class A to 7.30 a.m. to 10.00 p.m. on Mondays to Fridays and 8.30 am to 1.00 p.m. on Saturdays. No deliveries shall take place on Sundays or Public Holidays.

The scheme shall be implemented in accordance with the approved details prior to occupation of the premises and retained thereafter.

Reason: to protect the amenities of occupiers of nearby premises from unreasonable noise levels in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014) and External Noise - WHO Guidelines for Community Noise.

#### Ventilation

54. Prior to commencement of the development of the restaurant/public house (Use classes A3 and A4), details of the kitchen extract ventilation systems or such other steps as may be necessary to minimise the effects of odour from the preparation of food associated with the development, including measures to control the discharge of smell and fumes shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details prior to first use of the premises and retained thereafter.

Reason: In the interests of the amenities of neighbouring occupiers, in accordance with Wokingham Borough Core Strategy Policies CP1, CP3 and CC06 of the Managing Development Delivery Local Plan (Feb 2014).

#### Affordable and specialist housing provision



55. No residential development shall begin until a scheme for the phased provision of at least 25% affordable housing across the whole site has been submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex 2 of the National Planning Policy Framework or any future guidance that replaces it. The scheme shall include:

- i) the numbers, type, tenure and location of the affordable housing provision;
- ii) the timing of the construction of the affordable housing and its phasing in relation to the construction and occupancy of the market housing;
- iii) the arrangements for the transfer of the affordable housing to an affordable housing provider;
- iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- v) the occupancy criteria to be used for determining the identity of the occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason: To ensure provision of affordable housing in accordance with Wokingham Borough Core Strategy Policy CP5.

#### Public Open Space and SANG

56. The reserved matters for each relevant sub-phase shall include details of the layout specification and phasing for open space / SANG area within that sub-phase and the development shall be carried out in accordance with the approved details.

Reason: to ensure the appropriate provision of children's play areas in accordance with Wokingham Borough Core Strategy Policies CP3 and CP20.

#### Access to SANG

57. Details of the access to the Suitable Alternative Natural Greenspace (SANG) hereby approved shall be submitted to and agreed in writing by the Local Planning Authority and shall be implemented in accordance with the approved plans prior to the occupation of any dwellings.

Reason: To ensure avoidance measures are implemented to avoid recreational pressure on the Thames Basin Heaths Special Protection Area in accordance with Wokingham Borough Core Strategy Policies CP8 and CP20.

#### SANG

58. The Suitable Alternative Natural Greenspace (SANG) of at least 7.90 hectares as identified on the Land Use Parameters Plan – Land Use Drawing (56379-107 Rev P) shall be provided as follows:

- i) Before occupation of the first dwelling the entire SANG shall be open and available for public use together with a footpath accessing the SANG from the development site along Binfield Road and a route of at least two kilometres in length, details of which shall first have been submitted to and approved in writing by the Local Planning Authority.
- ii) Before occupation the first dwelling a two phased scheme of landscaping for the SANG shall be submitted to and approved in writing by the Local Planning Authority.
- iii) The approved scheme of landscaping shall be implemented in accordance with the approved details before occupation of the first dwelling.

Reason: To ensure avoidance measures are implemented to avoid recreational pressure on the Thames Basin Heaths Special Protection Area in accordance with Wokingham Borough Core Strategy Policies CP8 and CP20.

**SANG Area - archaeological work**

59. No development shall take place within the site, which includes the Suitable Alternative Green Space and Northern Distributer Road, until the applicant, or their agents or their successors in title, has secured and implemented a programme of archaeological work (which may comprise more than one phase of work) in accordance with a written scheme of investigation, which has been submitted to and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

**Reason:**

To ensure that any archaeological remains within the site are adequately investigated and recorded or preserved in situ in the interest of protecting the archaeological heritage of the borough. Relevant Policies: NPPF and TB25 of the Managing Development Delivery Local Plan (Feb 2014).

**Allotments**

60. The reserved matters for the allotments shall include details of the layout, specification and phasing of allotments and the allotments shall be provided in accordance with the approved details and retained thereafter permanently.

Reason: to ensure the appropriate provision of allotments in accordance with Wokingham Borough Core Strategy Policy CP20.

**Foul in relation to restaurant / public house**

61. Prior to commencement of development an assessment of the future foul flows from the restaurant / public house shall be submitted and approved in writing by the Local Planning Authority in consultation with Thames Water.

The unit shall not be occupied until works for the disposal of foul and storm water sewage have been provided on the site.

Reason: In order to ensure satisfactory provision is made. Relevant Policy: NPPF and Core Strategy Policy CP1 and CC09 and CC10 of the Managing Development Delivery Local Plan (Feb 2014).

**Informatives**

1. You are advised, in compliance with The Town & Country Planning (General Development Procedure) (England) (Amendment) Order 2000, that the following policies and/or proposals in the development plan are relevant to this decision:

National Planning Policy Framework (NPPF)

Adopted Core Strategy: CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, CP9, CP10, CP11, CP13 CP14, CP15, CP17, CP20 and Appendix 7.

Managing Development Delivery Local Plan Document (MDD Local Plan) adopted February 2014: CC01, CC02, CC03, CC04, CC05, CC06, CC07, CC08, CC09, CC10, TB05, TB07, TB08, TB21, TB23, TB25 and SAL05.

North Wokingham Strategic Development Location SPD adopted October 2011.

Infrastructure Delivery and Contributions SPD for the Strategic Development Locations adopted October 2011.  
Sustainable Design and Construction SPD adopted 2010

Wokingham Borough Council Design Guide: Borough Guide Design SPD June 2012  
Affordable Housing SPD adopted June 2011.

The councils parking standards as set out within appendix 2 of the Managing Development Delivery Local Plan (Feb 2014) and referred to in para. 4.38 of the adopted Core Strategy.

**2. S106**

This permission should be read in conjunction with the legal agreement under Section 106 of the Town and Country Planning Act the contents of which relate to this development.

**3. Work on Highway**

The Corporate Head of Environment at the Council Offices, Shute End, Wokingham should be contacted for the approval of the access construction details before any work is carried out within the highway. This planning permission does NOT authorise the construction of such an access.

**4. Mud on Road**

Adequate precautions shall be taken during the construction period to prevent the deposit of mud and similar debris on adjacent highways. For further information contact Corporate Head of Environment on tel: 0118 974 6302.

**5. Highway Adoption**

If it is the developer's intention to request the Council, as local highway authority, to adopt the proposed access roads etc. as highway maintainable at public expense, then full engineering details must be agreed with the Corporate Head of Environment at the Council Offices, Shute End, Wokingham. The developer is strongly advised not to commence development until such details have been approved in writing and a legal agreement is made with the Council under S38 of the Highways Act 1980.

**6. Highway Management**

Any works/events carried out either by, or at the behest of, the developer, whether they are located on, or affecting a prospectively maintainable highway, as defined under Section 87 of the New Roads and Street Works Act 1991, or on or affecting the public highway, shall be coordinated under the requirements of the New Roads and Street Works Act 1991 and the Traffic management Act 2004 and licensed accordingly in order to secure the expeditious movement of traffic by minimising disruption to users of the highway network in Wokingham.

**7. Utilities**

Any such works or events commissioned by the developer and particularly those involving the connection of any utility to the site, shall be co-ordinated by them in liaison with Wokingham Borough Council's Street Works Team, (telephone 01189 746302). This must take place at least three month in advance of the works and particularly to ensure that statutory undertaker connections/supplies to the site are coordinated to take place wherever possible at the same time.

**8. Noise**

The attention of the applicant is drawn to the requirements of Section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise on construction



and demolition sites. Application, under Section 61 of the Act, for prior consent to the works, can be made to the Environmental Health and Licensing Manager.

#### 9. Thames Water

##### Waste Comments

Following initial investigation, Thames Water has identified an inability of the existing waste water infrastructure to accommodate the needs of this application. Should the Local Planning Authority look to approve the application, Thames Water would like the following 'Grampian Style' condition imposed. "Development shall not commence until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed". Reason - The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community. Should the Local Planning Authority consider the above recommendation is inappropriate or are unable to include it in the decision notice, it is important that the Local Planning Authority liaises with Thames Water Development Control Department (telephone 0203 577 9998) prior to the Planning Application approval.

Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing [wwqriskmanagement@thameswater.co.uk](mailto:wwqriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality). Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

##### Water Comments

With regard to water supply, this comes within the area covered by the South East Water Company. For your information the address to write to is - South East Water Company, 3 Church Road, Haywards Heath, West Sussex. RH16 3NY. Tel: 01444-448200

##### Supplementary Comments

Improvements to the existing foul network should be anticipated to enable the proposed connection to the sewer network, without causing any detriment to the level of service provided. The proposed indicative solution included in the Sewer Impact Study requires detailed design and further investigation which should form part of the drainage strategy. The drainage strategy should be produced in consultation with

Thames Water to show that capacity exists in both the on and off site infrastructure and that it can be provided ahead of occupation.

**10. Environmental Permits**

Licences, consents or permits may be required for work on this site. For further information on environmental permits and other licences.

**11. Local Labour**

The applicant is advised that the Council seeks that employers or developers within the borough commit to using local labour / contractors where possible. This should include:

- Advertisement of jobs within local recruitment agencies / job centres;
- Recruitment and training of residents from the local area;
- Seek tender of local suppliers or contractors for work.

**12. Construction Noise**

The applicant or the operator is advised to submit to the Council's Environmental Health Team a 'prior consent' application under s.60 of the Control of Pollution Act 1974.

**13. Code for Sustainable Homes**

The development will seek to achieve at least Code Level 4 of the Code for Sustainable Homes for all of the housing units. Furthermore to the provision of on-site energy generation and to achieve a minimum reduction of 10% of total energy consumption through on-site renewable energy generation or other measures to be agreed with the Council.

**14. Design Standards**

The applicant is advised that the Council will expect the reserved matters to adhere to the Council's adopted Design Standards (e.g. Internal Floor-Space, Garden Sizes and Parking Provision etc).

**15. Fire Hydrants**

The development will provide adequate fire hydrant provision in association with advice from the Royal Berkshire Fire and Rescue Service.

16. The applicant is advised to review the comments from the Environment Agency and liaise with the EA where required.

**Recommendation and conditions/reasons agreed: TC/ CC**

**Date: 16/03/15**

**Annex 3**  
**Nomination Agreement**

ANNEX

FORM OF NOMINATION AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

(1) **WOKINGHAM BOROUGH COUNCIL** of Shute End, Wokingham, Berkshire RG40 1BN (“the Council”) and

(2) \*[name of Registered Provider] whose registered office is at \*[address] (“the Provider ”)

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

“Approved Tenancy” a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below;

“Registered Provider” a provider of social housing within the meaning of section 80 of the Housing and Regeneration Act 2008 and which is registered as a provider of social housing with the Homes and Communities Agency

“Initial Nomination Notice” means a written notice given by the Council to the Provider giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period;

“Initial Nomination Period” means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of

	the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases;
“Initial Vacancy Notice”	means written notice given by the Provider to the Council informing the Council that a Unit is or Units are available for occupation;
“Lender”	means any financial institution or institutions or other person or persons company or body corporate lending monies to the Provider or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the “Lender” shall include persons deriving title by through or under such person;
“Nomination Period”	Shall mean a period 80 (eighty) years from the date of physical completion of the first unit;
“Nomination Rights”	means the rights granted by clauses 6 and 7 hereof;
“Nominee”	A person nominated by the Council as a prospective tenant of a Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit;
“Perpetuity Period”	The period of eighty (80) years from the date of the Section 106 Agreement;
“Planning Permission”	means the planning consent granted under reference number *[number] dated *[date];
“Release Notice”	means written notice given by the Provider to the Council informing the Council that a Unit is or Units are available for sale;
“Resale Notice”	means a written notice given by the Provider to the Council giving the address of the relevant Unit and date

	it will be available for sale;
“Section 106 Agreement”	an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by Provider] for the provision of (inter alia) affordable housing on land at *[address of site];
“Shared Ownership Lease”	means the Provider’s model lease for shared ownership housing or such other shared ownership leases as shall be have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
“Site”	means land at *[address of Site] show edged red on the attached plan;
“Subsequent Nomination Notice”	means a written notice served by the Council on the Provider during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
“Subsequent Nomination Period”	means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
“Subsequent Vacancy Notice”	means a written notice given by the Provider to the Council giving the address of the relevant Unit and date it will be available for letting;
“Units”	Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan *[drawing number] approved as part of the Planning Permission; and <ul style="list-style-type: none"> <li>(a) the “Rented Units” shall mean the units numbered *[number]; and</li> <li>(b) the “Shared Ownership Units” shall mean the</li> </ul>

units  
numbered\*[number];

“Void” means a Unit which having already been let for the first time is vacant;

“Working Days” means Monday to Fridays excluding public holidays.

- 1.2 Words of one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.6 References to “rent” shall means:-
  - 1.6.1 In the case of a Rented Unit, the rent payable under an Approved Tenancy;
  - 1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).
- 1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

## **2. PROVISION OF AFFORDABLE HOUSING**

- 2.1 The Provider has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-
  - 2.1.1 The Rented Units are to be let on Approved Tenancies.
    - 2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve months to serve as a probationary tenancy.

2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.

2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.

2.2 The Provider will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.

2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Provider agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

### **3. RECITALS**

3.1 The Provider is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Provider will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

### **4. COVENANT**

The terms of this agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

### **5. THE PROVIDER'S UNDERTAKING**

The Provider undertakes to provide \*[number] low cost housing accommodation to persons nominated to the Provider by the Council pursuant to this Agreement.

### **6. NOMINATION RIGHTS – RENTED UNITS**



- 6.1 The Provider grants to the Council the right to nominate tenants to the Units as follows:

**During the Initial Nomination Period**

- 6.1.1 One hundred percent nominations of the Units let for the first time
- 6.1.2 Seventy five percent (3 out of every 4) nominations of the Units for all subsequent lets.

**During the Subsequent Nomination Period**

- 6.2 The Provider agrees with the Council that the Provider will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

**6.3 During the Initial Nomination Period:**

- 6.3.1 The Provider shall not less than six weeks (6) prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Provider.
- 6.3.2 Within ten days (10) of receipt of an Initial Vacancy Notice the Council shall give to the Provider an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Provider shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees.
- 6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Provider's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five Working Days after receipt of the Provider's offer or in the event of the Provider rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.
- 6.3.4 In the event of a third Nominee rejecting the Unit the Provider will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

**6.4 During the Subsequent Nomination Period:**

- 6.4.1 The Provider shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen days (14) advance notice of the Void, who shall then have the right to nominate a

Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Provider.

- 6.4.2 Within ten days (10) of receipt of the Subsequent Vacancy Notice the Council shall give to the Provider a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.
- 6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Provider's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five Working Days of receipt of the Provider's offer or in the event of the Provider rejecting such a Nominee in accordance with clause 6.7 then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.
- 6.4.4 In the event of a third Nominee rejecting the Unit the Provider will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

#### **6.5 Continuation of the Council's Nomination Rights**

- 6.5.1 The Provider undertakes to make provision in accordance with this agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.
- 6.5.2 The Provider shall monitor the number of Voids during each twelve month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.
- 6.5.3 Upon receiving notice of a Void the Provider shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Provider's obligations under clause 6.5.1.

#### **6.6 Information the Provider shall supply to the Council in writing**

- 6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Provider to a Nominee.
- 6.6.2 If the Provider makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial or Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and
- 6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.

## **6.7 Assessment of prospective tenants**

- 6.7.1 The Provider shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Provider would normally house under its lettings and allocations policy in force from time to time.
- 6.7.2 The Provider shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.
- 6.7.3 The Provider shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Provider's rent policy.
- 6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Provider or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Provider the Provider may serve notice upon the Council suspending the effect of this agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Provider shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

## **7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS**

- 7.1 The Provider grants to the Council the right to nominate tenants to the Units as follows:

### **During the Initial Nomination Period**

- 7.1.1 One hundred percent nominations of the Units sold for the first time

### **During the Subsequent Nomination Period**

- 7.1.2 Seventy five percent (3 out of every 4) nominations of the Units for all subsequent sales.
- 7.2 The Provider grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Provider will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.

- 7.3 For initial disposals, at least six weeks before practical completion the Provider issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.
- 7.4 The Provider will seek referrals from the Zone Agent covering Wokingham. Upon receipt of referrals the Provider will issue a written notice listing the referrals (Release Notice) to the Council as soon as possible and seeking for referrals to be nominated to the scheme in priority order.
- 7.5 Within fourteen days (14) of receipt of a Release Notice or Resale Notice the Council will supply to the Provider the names and addresses of up to three Nominees per Unit in priority order.
- 7.6 Within twenty one days (21) of the Council providing the Provider with names and addresses of Nominees pursuant to clause 7.4 above, the Provider shall interview the Nominees and notify the Nominee and the Council of their decision within seven days (7) of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Units, the Provider will request further nominations from the referrals list and the Council will have a further seven days (7) from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.6, there still remain unsold Units, the Provider will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 7.9 For Subsequent Sales of Shared Ownership Units, the Provider will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

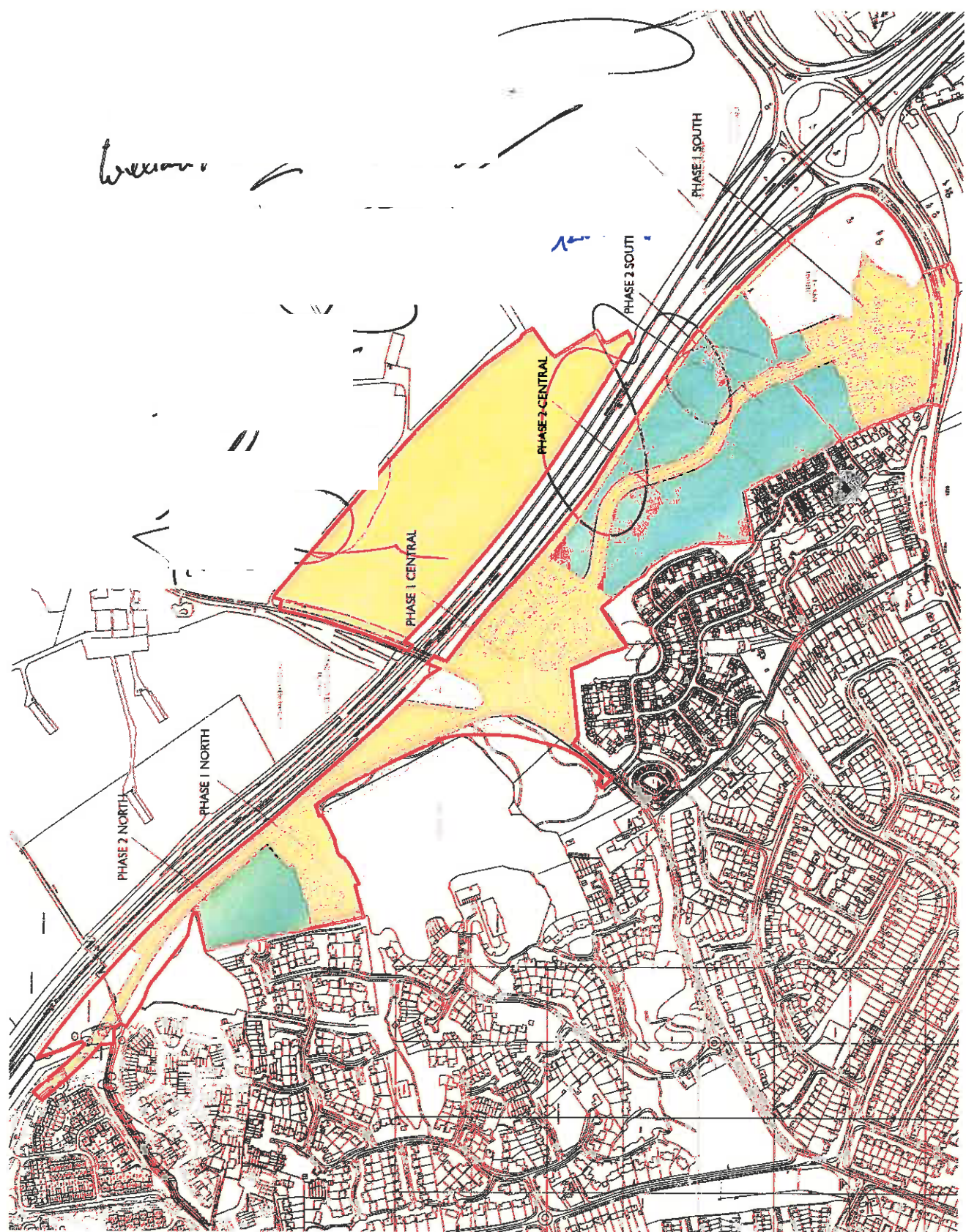
## **8. Disposal**

- 8.1 Subject to clause 8.2 the Provider shall not:
  - 8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or
  - 8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).

- 8.2 If the Provider shall dispose of all or any part or parts of the Units to a Registered Provider the Council shall have no objection thereto subject to such Registered Provider prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.
9. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have served two Working Days after posting.
10. In the case of dispute or difference on any matter under this agreement or as to the construction of this agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.
11. It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Provider and shall not be binding upon any Lender.
12. For the avoidance of doubt, in case of conflict between the Provider's obligations in this Agreement and the general regulatory requirements to which the Provider is from time to time bound, the latter shall take precedence, so that the Provider shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.
13. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
14. The Provider shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the obligations in this Agreement on the part of the Provider have been performed and observed.

**Annex 4**  
**Phasing Plan**





*Wokingham*

— EIA Assessment Boundary

■ PHASE 1

Stokess Farm SAANG

Phase 1 North: 21 Units (25.3 DU per Ha)

Phase 1 Central: 30 Units (22.6 DU per Ha)

Phase 1 South: 50 Units (41.7 DU per Ha)

Tot: 101 units

■ PHASE 2

Phase 2 North: 37 Units (32.5 DU per Ha)

Phase 2 Central: 87 Units (31.0 DU per Ha)

Phase 2 South: 75 Units (26.7 DU per Ha)

Tot: 199 units

Tot. Net Density: 29.6 DU per Ha

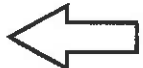
Note:

\* Overall start intended to be late 2015.

\*\* The road will be built as a single package from the outset with construction time 12 to 24 months.

\*\*\* The whole scheme will likely finish end of 2018.

12931



PARAMETER PLAN - INDICATIVE PHASING PLAN  
KEEPHATCH BEECH, NORTH WOKINGHAM

CLIENT: **KEEPHATCH BEECH CONSORTIUM**

DATE: 28.01.2015  
DRAWING NO: 98379-110  
SCALE: APPROX 1:3000 @ A3  
REVISION: G

MCBAINS COOPER CONSULTING LTD  
15 OLD BUCKLE STREET,  
LONDON EC2A 4AT  
TELEPHONE: 020 7765 1420  
FAX: 020 7765 1421  
WEBSITE: WWW.MCBAINSCOOPER.CO.UK

**Annex 5**  
**Bus Stop Policy**





**WOKINGHAM  
BOROUGH COUNCIL**

# **BUS STOP POLICY**

Author: Rebecca Brooks

Traffic, Transport and Road Safety  
Place and Neighbourhood Services

Date: July, 2012

Version: 2

Review Date: July 2013

## INTRODUCTION

The Council's vision is to provide "a great place to live, an even better place to do business" The Council's vision is supported by five priorities and six underpinning principles. The provision of an efficient public transport system contributes to the achievement of the priority to "Tackle traffic congestion in specific areas of the Borough". Providing an efficient and viable public transport system requires a partnership approach between the bus operators and the local highway authority.

The 1985 Local Transport Act gave bus operators the power to operate bus services on public highway as long as the traffic commissioner is informed of the service's characteristics before they are implemented. On this basis bus operators have control over the routing of buses, the frequency of buses and the type of vehicles used on commercially operated services.

Research indicates that in order for buses to be an attractive choice, they must stop at regular intervals to pick-up and set down passengers. Bus stops which are clean, safe and attractive will act as a good 'advert' for the bus service. Government guidance advises that local authorities should also consider traffic management measures to assist the movement of buses and reduce delays to services.

Wokingham Borough Council has set out this bus stop policy for locating new, relocating existing and reinstating old bus stop infrastructure within Wokingham Borough to enable buses to be an attractive form of transport.

This policy considers the following aspects of bus stop infrastructure:

- The Location of Bus Stopping Points
- The Design of Bus Stop Infrastructure
- The Procedure for Implementing Bus Stop Infrastructure; and
- The On-going Maintenance of Bus Stop Infrastructure

## THE LOCATION OF BUS STOPPING POINTS

Government guidance recognises that bus stops form a key element of “walkable” neighbourhoods. People must be able to access the bus stop safely, and within a reasonable distance, this is particularly important for those who do not own a private vehicle or have impaired mobility.

Factors which should be considered in the location of bus stops and associated infrastructure are set out below.

### Transport Planning Objectives:

- Maximising the catchments area – bus stops should be located to maximise the surrounding catchment area. Consideration should be given to pedestrian desire lines from surrounding land uses. Where possible bus stops should be placed at key locations where they can be accessed by more than one route on foot, for example close to junctions. However, bus stops should not be placed so close to the junction that they compromise the safe operation of the junction.
- Locating stops near to passenger destinations – to encourage people to use the bus and ensure the network is accessible to those with impaired mobility, bus stops should be located close to places where people travel from and travel to. Key destinations include rail stations, hospital, schools, shopping locations, industrial estates, leisure centres and country parks.
- Distances between stops – current government guidance, states that “In residential areas bus stops should be located ideally so that nobody in the neighbourhood is required to walk more than 400 metres from their home” (Inclusive Mobility, DfT). Where bus stops are located close to trip attractors’, such as shopping areas, it may be appropriate to reduce the frequency of stops to 200m. However, in other areas stops should be not placed less than 300m apart as the frequency of stopping points would reduce the speed and efficiency of the bus service.
- Land Topography – current government guidance suggests bus stops should take account of local gradients on footpaths within the vicinity of the stop. In areas where the gradient rises or falls, it is recommended that the walk distance should be reduced. Inclusive mobility suggests a 10 metre reduction for every 1 metre increase / decline in gradient.

### Road Safety:

- Consideration must be given to the safety of all road users, especially vulnerable road users such as pedestrians and cyclists. Bus stops should not be located just before a junction with a minor road if this prohibits visibility to the right for vehicles turning from the minor arm.
- Visibility of the bus from the highway is also paramount; bus stops should not be located on a bend, on a steep gradient or close to the brow of a bridge. Bus stop locations should also give consideration to the possible obstruction buses may cause to surrounding street furniture. The police should be consulted on the safety of the location.
- Bus stop flags and timetable cases should be located in the context of the existing road layout. Current government guidance denotes that on single carriageway roads it is normal practice to stagger bus stops in opposing directions so that buses stop tail-to-tail and move away from each other. Where practical the stagger should be a minimum of 40 metres, but ideally 45 metres, and may have a pedestrian crossing in-between (DfT, Inclusive Mobility). The Council’s traffic management officers must be satisfied with the identified location.

## Operational Efficiency:

- Efficiency for Public Transport Operators – to help operators maintain a punctual public transport service, bus stops should be located where transport operators consider them suitable for boarding and alighting.
- Street Furniture – bus stop flags and timetable cases should be placed on existing street furniture wherever possible to reduce sign clutter. However, the location of bus stop flags and timetable cases must give consideration to the proximity of street furniture to the edge of carriageway to prevent conflict with bus wing mirrors. Bus stop infrastructure should not be placed on telegraph poles.
- Bus Lay Bys – the provision of bus lay bys should be avoided if possible as they make re-joining the main flow of traffic difficult. Bus lay bys have the potential to affect the reliability of the service so will only be considered where there is a safety issue or the bus is required to wait for an extended period of time.

## THE DESIGN OF BUS STOP INFRASTRUCTURE

Bus stops are a critical part of the overall bus product as this is where people join the network. Bus stops which are clean, safe and attractive will act as a good 'advert' for the bus service, especially if they have a shelter which keeps people dry. Easy to read and accurate timetable information is also a necessity. Research indicates that Real Time Passenger Information (RTPI) provides a significant benefit to passengers.

Bus stop design also needs to take into account the needs of people with pushchairs, impaired mobility and those with wheelchair. The bus must be able to stop at the bus stop to pick up and set down passengers, unhindered by badly parked vehicles. To allow the bus to access the bus stop, a protected straight length of kerb of at least 13 metres should be provided. The overall length of the clearway marking should be determined on a site by site basis taking into account the approach, stopping and departure distances required to manoeuvre the bus in accordance with TSRGD02.

Where possible bus stops will be designed in accordance with the guidance suggested in the government's Inclusive Mobility document and TSRGD02. The Council has produced a standard design illustrating the position of bus stop infrastructure. Where possible, bus stop infrastructure should be provided in accordance with this standard (see Figure 1 attached as Appendix A.)

### Hierarchy of Bus Stop Provision:

It is the Council's objective to apply a three-tier hierarchy of stop provision which relates to existing usage, the potential use and the position of the stop in relation to community facilities and transport interchanges. The three tiers are as follows:

- **Bronze:** standards for lower use stops such as those in rural areas or on the edge of villages
- **Silver:** the standard for stops in villages and on radial routes within towns serving normal residential and employment catchment areas (a Silver+ designation will be applied to those stops in locations where real time passenger information would be of benefit).
- **Gold:** standards for the very high profile stops found in town centres, with high volumes of boarding passengers both in the peak periods and throughout the day. Also applied to hospitals and other locations where an improved waiting environment is beneficial to certain groups of passengers.

The Council will look to upgrade existing stops in-line with the above standards where funding is available. Where new development takes place, developers are expected to upgrade bus stops in accordance with the above standards. Further details of infrastructure requirements at each classification of stop are provided in Appendix B.

### Bus Stop Infrastructure:

- **Shelters** – will be provided where funding is available and there is space to do so. Footway widths should ideally be 2000mm or preferably 3000mm. However, a cantilever design with no side panels can be considered where footway widths are less than 2000mm after the shelter is installed. Shelters should be located at least 500mm from the edge of the kerb, to reduce the risk of buses hitting the shelter roof as they turn in.

Priority will be given to the direction in which passengers are most likely to wait for buses. In instances where there is doubt the bus operator will be consulted to determine this.

The Council will offer a standard design of shelter. The standard design will be provided to the following specification:

- a three bay shelter (3930 x 1380mm)
- 4mm Bronze polycarbonate barrel vault or pitched roof;
- 8mm clear toughened glass sides;
- half end panels
- 2 bay perch seat unit;
- polyester powder coated to green

Should Parish or Town Councils wish to fund the additional cost of upgrading bus shelters to a particular specification; they would be permitted to do so with officer agreement. The Council will also consider the provision of solar bus shelters where suitable location can be identified.

- **Seating** – perch seating will be provided with all new shelters, unless local circumstances make this unsuitable. Where shelters are not provided the Council will give consideration to requests for seating based on individual circumstances and the availability of funding. As with shelters, the provision of seating will be given priority in the direction in which passengers are most likely to wait.
- **Bus Stop Flags** – the dimensions of the bus stop flag must meet the minimum dimensions set out in the Traffic Signs and Regulations General Directions (TSRGD02). The flag will be mounted at least 2500mm from the ground level.

Bus stop flags may be erected by the Council or the bus operator. Where flags are erected by the Council they will conform to a standard design suitable for the type of flag and the bus routes they serve. Where flags are erected by a third party, the design of the flag must be agreed with the Council and the bus operator. An example of a standard flag design is shown in Figure 2.



Figure 2 - Vinyl Flag Design

- **Bus Stop Poles** – Trueform Elite Poles are the preferred pole type unless local constraints prevent its use.
- **Raised Kerbs** – to improve accessibility to the bus for those with impaired mobility, this may include the elderly, the disabled and those with pushchairs. The provision of raised kerbs can be constrained by surrounding infrastructure. Where the local situation allows and funding is available, the Council will provide raised kerbs. Priority will be given to locations which attract a lot of trips.
- **Bus Clearway Markings** – bus clearway markings ensure that the bus can reach the kerb to make boarding and alighting from the bus easier. To allow the bus to access the kerb, a

protected straight length of kerb of at least 13 metres should be provided where there is identified to be a need to do so. The overall length of the clearway marking should be determined on a site by site basis taking into account the approach, stopping and departure distances required to manoeuvre the bus. Government guidance supports the idea of simplifying bus stop restrictions, especially in urban areas, by making all bus stops 24 hour clearways, where no other vehicles may stop on the markings, even to pick up or set down, load or unload. On this basis the Council will provide bus clearway markings, based on an assessment of need.

- **Bus Stop Timing Plates** – Bus stop timing plates will be provided at all stops which have bus stop clearway markings. TSRGD02 diagram 974 (Figure 3) should be used and stopping restrictions should apply at all times.



Figure 3 – diagram 974

- **Real Time Passenger Information (RTPI)** – The Council is keen to expand the RTPI network wherever possible, where budgets permit. RTPI provides live information on the status of public transport services.

Priority will be given to those locations where bus services have the on-board equipment to deliver live information. Where funding permits, the Council will prioritise those locations where there are the highest numbers of passengers waiting for buses. For stops with lower passenger numbers, an RTPI based telephone system may be provided, where funding permits.

RTPI is provided on NextBuses real time passenger information screens, which are incorporated into the bus stop flag or on a screen fitted within the shelter. An example of RTPI is shown in Figure 4. The Council will consider the use of Solar Powered RTPI units where suitable locations can be identified. Where RTPI is installed the electronic face of the flag should face the passenger waiting area.



Figure 4. – Example of NextBus Flag

Where budgets permit, future developments for the provision of RTPI will also include the provision of Nextbuses screens at rail stations, employment centres and significant new



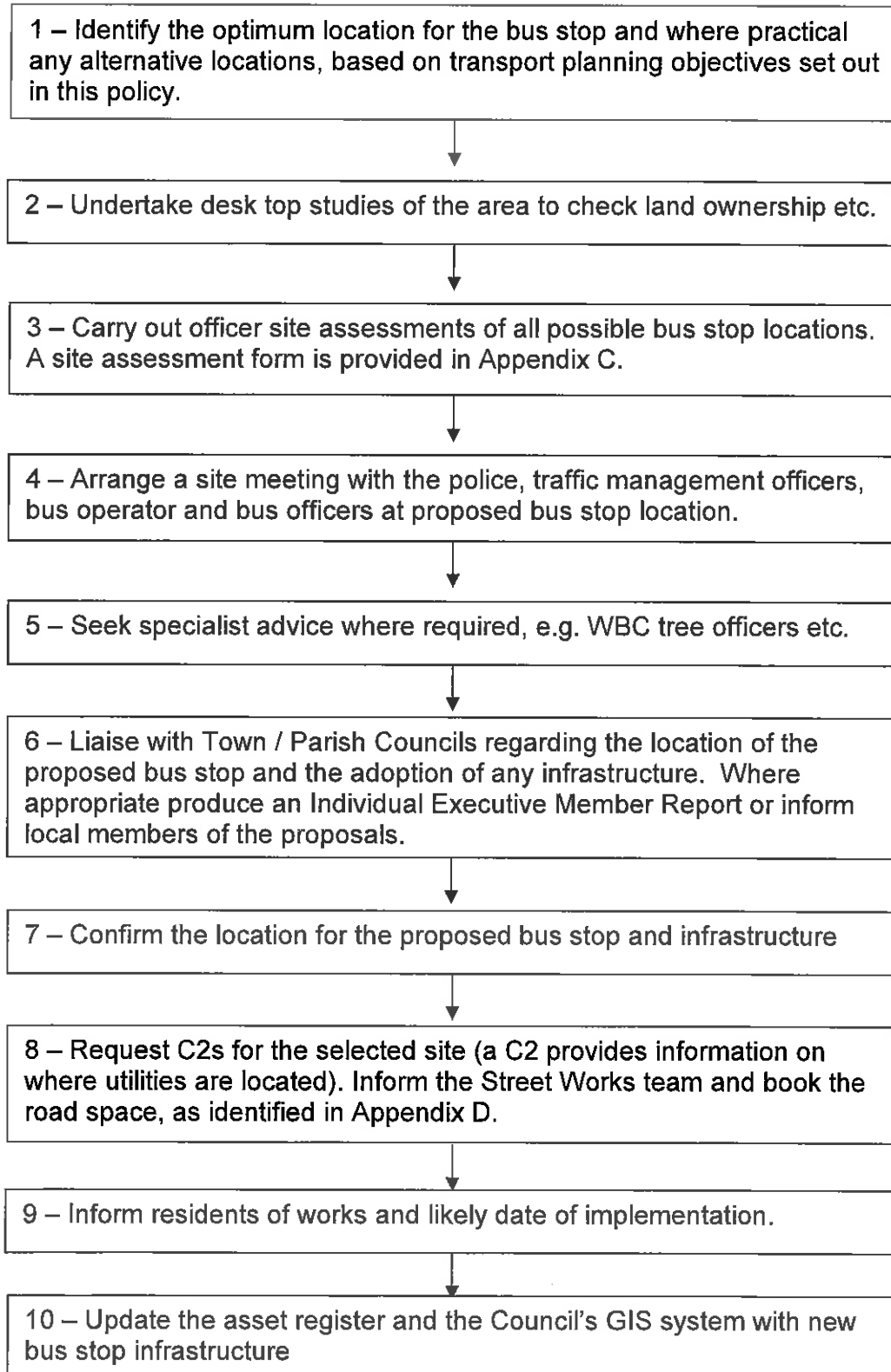
developments. Where funding is available there is a desire to expand the provision of in-transit RTPI, as is already provided on the Loddon Bridge Park and Ride.

- Short Messaging Services (SMS) – Scheduled bus times are provided for every bus stop within Wokingham Borough via the Traveline data service. All new stops will be provided with a unique text code. Operators will be asked to advertise these at each bus stop and on any promotion/timetable information.
- Quick Reader (QR) Codes – the Council is supportive of the use of Quick Reader codes which provide direct access to bus operator's websites or transport information pages of community webpages.
- Street Lighting – provides for improved personal security for those waiting at bus stops. Where bus services operate after midnight and street lighting is already provided, the Council will ensure a street light is left on overnight. Where street lighting is not provided, the Council will consider requests and options for lighting on a stop by stop basis.
- Bins – When available bins help maintain a clean and comfortable waiting area. Bins will be provided at all new bus stops as part of the design process. Where funding allows and local assessments indicate a need for litter bins, they will be provided at existing bus stops. Requests for litter bins should be made directly to the Council's waste team.
- Bus Lay Bys – where bus lay bys are provided they must conform to the design guidance set out in DMRB Vol6, Sect3, Part3 TA69/96



## THE PROCEDURE FOR IMPLEMENTING BUS STOP INFRASTRUCTURE

To ensure that bus stops are located in the optimum location for meeting the needs of people travelling within the Wokingham Borough and to ensure the safety of all road users and maintain the efficient operation of the highway network the following process for bus stop installation will be followed:



## THE ON-GOING MAINTENANCE OF BUS STOP INFRASTRUCTURE

Flags – flags supplied by the bus operating companies will be the responsibility of the bus operator to maintain. Those flags supplied by the Borough Council will be the responsibility of the local highway authority to maintain. Given that the bus stop flag is defined as a traffic sign within the current Traffic Signs Regulations, the maintenance and cleaning of it will fall to the highways operations team.

Timetable Cases – timetable cases provided by the bus operators, will be the responsibility of the bus operators, unless the Council has agreed otherwise. Timetable cases provided by the Council will be the responsibility of the transport planning team. Where Council owned timetable cases are subject to graffiti this should be reported to the transport planning team who will ask the waste management team to remove it.

Shelters – the maintenance of shelters within the borough is shared by the Borough Council, Town and Parish Councils and Clear Channel (formerly Adshel). Historically the Borough Council owned 9 bus shelters when Wokingham became a unitary authority in 1998. The maintenance of 6 of these shelters remains the responsibility of the Borough Council:

1. London Road Wokingham, eastbound, opposite Seaford Road;
2. Hurricane Way Woodley, westbound, opposite the doctors surgery;
3. London Road, Wokingham, eastbound, adjacent to the Three Frogs;
4. Matthewsgreen Road, Emmbrook, opposite the Dog and Duck;
5. Woosehill, Morrison's, adjacent to store car park; and
6. Molly Millar's Lane, Oaklands Drive, north-westbound, adjacent to Oaklands Drive.

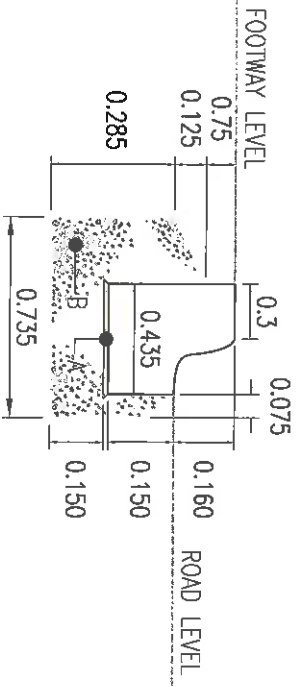
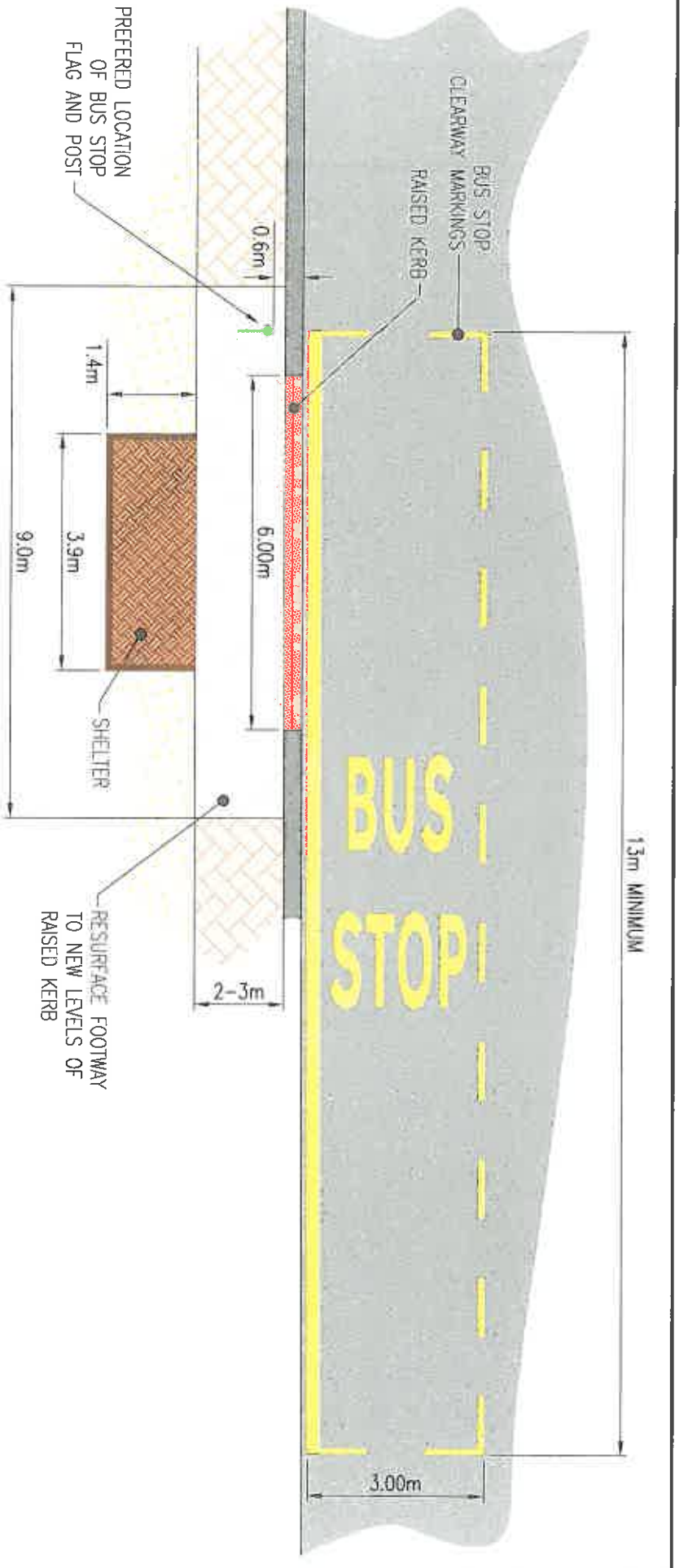
In addition the Borough Council owns a further 8 shelters on the Reading Road between Loddon Bridge Road and Three Tuns Cross Roads. The Council also installed and agreed to maintain the two bus shelters at Chatsworth Court, Reading Road. Where maintenance involves the physical repair of the shelter this will be organised by the transport planning team. With the exception of graffiti, the cleaning of the shelters will also fall to the transport planning team. The removal of graffiti from the 9 Council owned shelters will be the responsibility of the waste management team.

In urban areas and along main roads, Clear Channel own a number of shelters. Where Clear Channel own shelters, they remain responsible for the maintenance of these shelters.

All other shelters within the Borough are maintained by the Town / Parish Council whose administrative area they are located within. It will be requested that the Town / Parish Councils take on the maintenance of all new shelters requested by them and installed by the Borough. The on-going maintenance of new shelters initiated by the Borough Council will be discussed with the relevant town and parish councils.

Raised Kerbs and Bus Clearway Markings – the Council are responsible for the maintenance of raised kerbs and bus clearway marking unless they are provided on un-adopted highway, where they will be the responsibility of the management company. The Council's highway operations team will endeavour to replace worn markings and damaged kerb stones.

# Appendix A – Standard Bus Stop Drawing



EXAMPLE OF RAISED KERB DETAIL TYPE 160mm  
 A. 25mm 1:3 CEMENT/SAND MORTAR BED TD BS 7263  
 B. CONCRETE ST1 BASE AND HAUNCHING



BUS STOP TIMING PLATE:  
 (TSRDG02 DIAG 974)



TITLE  
**STANDARD DETAILS  
 BUS STOP LAYOUT  
 AND SIGNAGE**

FIGURE No:  
**FIGURE 1**

## Appendix B – Bus Stop Site Assessment Form

	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
<b>Hard standing</b>	✓ Sufficient for access	✓ Well maintained	✓ High quality paving materials used
<b>Clearway and bus stop markings</b>	✓ Bus clearway marking and timing plate provided where necessary	✓ Bus clearway marking and timing plate provided where necessary	✓ Bus clearway marking and timing plate provided where necessary
<b>Flag and pole provision</b>	✓ High quality with timetable information	✓ High quality with timetable information	✓ High quality with timetable information
<b>Shelter</b>	* None required	✓ Standard shelter to be provided	✓ At least the standard shelter to be provided
<b>Timetable information</b>	✓ On pole and flag	✓ On pole, flag and in shelter (RTPI at Silver+ stops)	✓ On pole, flag and RTPI on flag or in shelter
<b>Kerb heights</b>	* Standard	✓ Raised kerbs where appropriate to 160mm	✓ Raised kerbs at 160mm

It should be noted that not all existing stops will meet the above standards, the Council will aim to upgrade existing stops where funding becomes available.

**Appendix C – Bus Stop Site Assessment Form**

**Wokingham Borough Council**  
 Traffic Management and Transport Planning Team  
**Bus Stop Location Assessment Sheet**

<b>Assessment Officer</b>					<b>Date</b>	
<b>Location</b> (Address & position of stop/shelter, back of pavement/ verge ect)						
<b>Infrastructure being Assessed</b>	Bus Stop (Pole / Flag & TT Case)	Shelter	Raised Kerb	Bus Clearway Marking		
<b>Road Type</b>	'A' Classified	'B' Classified	Classified Un-numbered	Residential		
<b>Speed Limit</b>	20mph	30mph	40mph	Other		
<b>Proximity to Junction</b>	0-20m		20m+			
<b>Type of Junction</b> (if within 100m)	Right Turn Priority	Left Turn Priority	Roundabout	Signals		
<b>Visibility at Desired Location</b>	0-50m	50-65m	65-80m	80-100m	100-125	125-150m
<b>Distance to Adjacent Driveway</b>	Less than 15m		15-40m		Over 40m	
<b>Does Adjacent Driveway have a Dropped Kerb</b>	Yes	No	<b>Is the Location Opposite a Driveway</b>	Yes	No	
<b>On Street Parking</b>	Yes	No	<b>Width of Footway at Desired Location</b>	Width		
<b>Distance to nearest Crossing Point</b>	Less than 40m		40-100m		100m+	
<b>Trip Generator</b> (Shop, School, Resi, ect.)	Generators					
<b>Observed Pedestrian Demand</b>	Low		Medium		High	
<b>Bus Frequency</b>	Less than 1 an hour		1 to 3 an hour		More than 3 an hour	
<b>Location of Opposite Bus Stop</b>	>40m downstream (nose-to-nose stopping)		<40m downstream (nose-to-nose stopping)		Upstream (tail-to-tail stopping)	
<b>Utilities Noticeable within 10m of Desired Location</b>	Drains / Water		Gas	Telecoms		Electric
<b>Trees</b>	Yes	No	<b>Seating</b>	Yes	No	
<b>Street Lighting</b>	Yes	No	<b>Litter Bin</b>	Yes	No	
<b>Any Other Special Features</b>						
<b>Officer Recommendation:</b> (based on, on-site observations tick as appropriate)	No Bus Stop	Bus Stop Only	Shelter	Raised Kerb	Bus clearway marking	
<b>Reasons:</b>						

## Appendix C – Bus Stop Site Assessment Form

### Assessment Notes:

<b>Road Type</b>	<ul style="list-style-type: none"> <li>▪ Bus Clearway markings should be provided on all A Roads</li> </ul>
<b>Proximity to Junction</b>	<ul style="list-style-type: none"> <li>▪ Bus stops should be placed close enough to junctions to encourage patronage from alternative routes</li> <li>▪ Waiting buses should not impinge on visibility at the junction when at the bus stop</li> <li>▪ Capacity at the junction may need to be considered</li> </ul>
<b>Pavement Width</b>	<ul style="list-style-type: none"> <li>▪ Footways should be 2000-3000mm for a standard shelter to be provided</li> <li>▪ Cantilever shelters can be considered where pavement widths are between 2000m-1500mm with an absolute minimum of 1000mm over a limited distance once the shelters is installed</li> </ul>
<b>Opposite Bus Stop</b>	<ul style="list-style-type: none"> <li>▪ Bus stops should not be placed facing each other so that buses stop nose-to-nose and move towards each other</li> </ul>
<b>Distance between Stops</b>	<ul style="list-style-type: none"> <li>▪ Bus stops should ideally be located 400m and up to 200m apart for key destinations such as schools, hospitals and local shopping centres in order to reduce the walking distance between stops for those with impaired mobility</li> </ul>
<b>Crossings</b>	<ul style="list-style-type: none"> <li>▪ Bus stops must be located on the exit side of the crossing</li> <li>▪ For concealed crossings bus stops should also be located beyond zigzag markings if possible.</li> </ul>
<b>Visibility</b>	<ul style="list-style-type: none"> <li>▪ Bus Drivers should be able to see people waiting at the stop</li> <li>▪ People should be able to see the bus approaching the stop</li> <li>▪ Traffic must have good forward visibility of a waiting bus</li> <li>▪ Shelters should not reduce visibility for drivers</li> </ul>
<b>Dropped Kerbs</b>	<ul style="list-style-type: none"> <li>▪ Where possible bus stops should not be located adjacent to dropped kerbs or opposite driveways</li> </ul>
<b>Street Lighting</b>	<ul style="list-style-type: none"> <li>▪ People feel more secure waiting at locations with street lighting</li> <li>▪ Street lighting makes the provision of RTPI cheaper</li> </ul>
<b>Trees</b>	<ul style="list-style-type: none"> <li>▪ Tree roots may cause difficulties when locating shelters, trees may need to be removed (consult tree officer)</li> <li>▪ Tree Protection Orders may prevent shelters from being located</li> </ul>
<b>On Street Parking</b>	<ul style="list-style-type: none"> <li>▪ Bus clearway markings will need to be provided at stops close to locations where on-street parking occurs</li> </ul>
<b>Utilities</b>	<ul style="list-style-type: none"> <li>▪ C2s must always be carried out, even if utilities are not noticeable on site</li> <li>▪ Drains are likely to prevent raised kerbs from being provided</li> <li>▪ Utilities under the footway may prevent shelters / posts from being erected</li> </ul>
<b>Raised Kerbs</b>	<ul style="list-style-type: none"> <li>▪ Raised kerbs should be provided wherever feasible. Dropped kerbs and narrow pavements may prevent raised kerbs from being provided.</li> <li>▪ The raised kerb is 6m long</li> </ul>
<b>Bend</b>	<ul style="list-style-type: none"> <li>▪ Bus stops and associated infrastructure should not be provided on the inside of bends</li> </ul>
<b>Bus Lay-Bys</b>	<ul style="list-style-type: none"> <li>▪ Where possible bus stops should be sited so that a bus lay-by is not required</li> <li>▪ Bus lay-bys should not be provided on road with speed limits of 30mph or less</li> <li>▪ Where lay-bys are provided they should be 12m in length</li> <li>▪ Lay-bys must conform to guidance in DMRB Vol6, Sect3, Part3 TA69/96</li> </ul>

## Appendix D – Information for Street Works

If bus stop infrastructure is to be installed by parties other than the Council or the Council's term contractors, Balfour Beatty, the following actions must be undertaken.

1. Drawings must be submitted to Wokingham Borough Council's officers illustrating the location of any proposed bus stop infrastructure. The drawings must include, where relevant, distances to junctions, pavement widths, the location of any large trees and the presence of hedge rows. Applicants may also wish to include photographs of the location.

If a shelter is to be provided, details of the design, size and fixings must also be provided.

2. When the location of the bus stop infrastructure has been agreed a street works licence must be applied for and the following information be provided to Wokingham Borough Council's street works team before any installation can take place:
  - The name and contact details of the contractor who will be installing the bus stop infrastructure;
  - Evidence that the contractor has public liability insurance for at least £10 million;
  - Completion of a works form, which is required for booking road space. A works form can be obtained by contacting Theresa Couchman ( 0118) 9088306;
  - Details of traffic management to be used for the duration of the installation;
  - A plan illustrating the location of the works and the traffic management.
3. The street works team must be informed once work has been completed (on the same day). If work is likely to overrun the agreed installation time, this must be discussed immediately with the street works team.

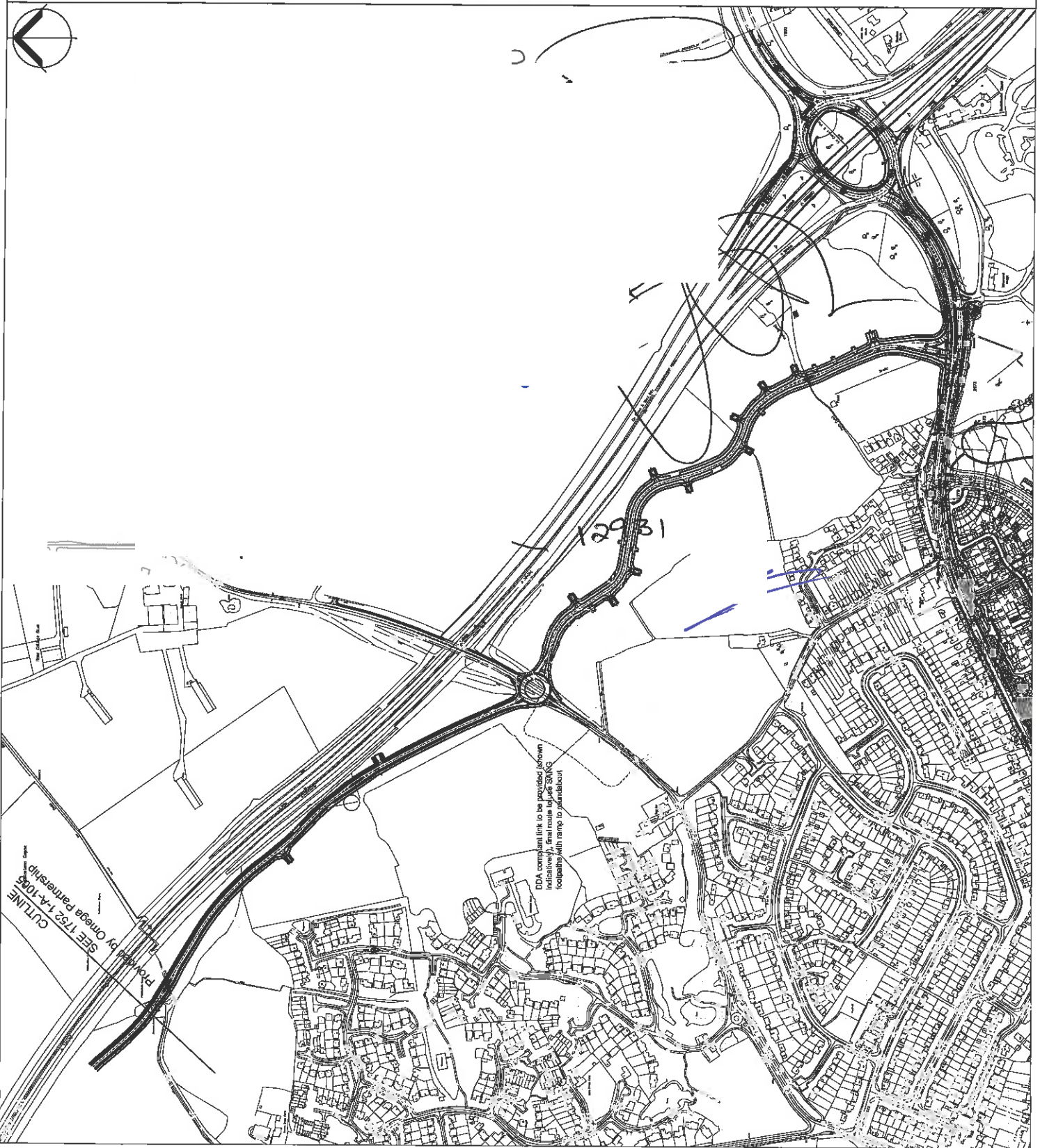
**Annex 6**

**FNDR Eastern Section Works drawing 11-T001-24**





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Rev	Date	Description	Drawn	Chk	App
K	11/02/15	Design Amendments	RB	MG	CB
J	21/01/15	Design Amendments	RB	MG	CB
I	09/01/15	Design Amendments	RB	MG	CB
H	06/01/15	Design Amendments	RB	MG	CB
G	05/01/15	Design Amendments	RB	MG	CB
F	16/12/14	Design Amendments	RB	MG	CB
E	06/12/14	Design Amendments	RB	MG	CB
D	05/12/14	Design Amendments	RB	MG	CB
C	21/11/14	Design Amendments	RB	ME	ME
B	04/11/14	Design Amendments	RB	MG	ME
A	30/09/14	Design Amendments	RB	MG	ME
		Amendments	Drawn	Chk	App



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Client:

The Keepalch Beach Consortium

Project:

North Wokingham SDL

Title:

Proposed Road Alignment

Drawn by	RB	Checked by	MG	Approved by	CB
Scale @ A3	1:5000	Date	15/10/2014	Date	15/10/2014
Project No.	11-T001	Drawing No.	24	Rev.	K

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