

**From:** Withers, Simon  
**Sent:** 16 September 2015 11:04  
**To:** Buttery, Helen  
**Subject:** FW: 40 REd Norman Rise Hereford - Plot 203 The Furlongs Roman Road Holmer Hereford

Hi Helen,

Question 3 and 4 below are seeking compliance with conditions. Can you contact the solicitors and advise of charges. Pete Clasby is dealing with pojts 1 and 2.

Thanks

Simon

**From:** Planning Enquiries  
**Sent:** 16 September 2015 10:27  
**To:** Withers, Simon <[SWithers@herefordshire.gov.uk](mailto:SWithers@herefordshire.gov.uk)>  
**Subject:** FW: 40 REd Norman Rise Hereford - Plot 203 The Furlongs Roman Road Holmer Hereford

**From:** Planning Desk  
**Sent:** 16 September 2015 09:32  
**To:** Planning Enquiries  
**Subject:** FW: 40 REd Norman Rise Hereford - Plot 203 The Furlongs Roman Road Holmer Hereford

Good Morning

I believe this one is for you.

Many thanks

Planning Desk  
**Customer Services Officer**

T | +44(0)1432 260500  
A | Hereford Customer Services  
Franklin House  
4 Commercial Road  
Hereford  
HR1 2BB

**Customer Services**  
**Deputy Chief Executive's Office**  
**Herefordshire Council**

**P Please consider the environment before printing**

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**From:** Lili Yung Bicknell [<mailto:lyb@aaholmes.co.uk>]

**Sent:** 15 September 2015 17:59

**To:** Planning Desk

**Subject:** 40 REd Norman Rise Hereford - Plot 203 The Furlongs Roman Road Holmer Hereford

Dear Sirs

We act on behalf of Mr and Mrs Bourton in the sale of the above property. The buyers' solicitors have raised some enquiries relating to planning issues. Attached are the documents referred in their enquiries to for ease of reference.

Please can you let us have your replies to the following enquiries:

1. Regarding the Deed of Undertaking 18 October 2010, please confirm that section 5.2 has been complied with otherwise this would make any successors in title liable for any breach of Crest Nicholson Operations Ltd
2. Referring to the Deed dated 9 July 2008, please confirm that all the covenants contained in this deed have been complied with
3. Referring to the planning consent dated 28 July 2008, please confirm that clauses 19 and 20 have been fully complied with.
4. With regards to planning consent dated 29 October 2009, please confirm that clause 1 has not been breached.

If you can let us know your fees for dealing with these enquiries and the turn around time for your enquiries to be dealt with. We look forward to hearing from you by return.

Yours faithfully

**ANTONY A HOLMES SOLICITORS**

Tel: 01386 858107 (Commissioners for Oaths) Fax: 01386 859454

The Old British Schoolroom, 47B High Street, Broadway, Worcestershire, WR12 7DP

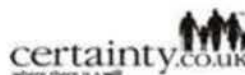
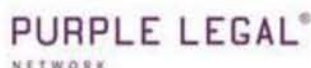
(DX 742683 EVESHAM 7) [www.aaholmes.co.uk](http://www.aaholmes.co.uk) Email: [info@aaholmes.co.uk](mailto:info@aaholmes.co.uk)

**Partners:-** Melanie Townsend (Solicitor) & Kate Perry F.Inst.L.Ex (Chartered Legal Executive)

**Associate Solicitor:-** Lili Yung Bicknell (LLB)

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DATED

18<sup>th</sup> October 2010

**DEED OF UNDERTAKING AND UNILATERAL PLANNING OBLIGATION**

**Given by**

**CREST NICHOLSON OPERATIONS LIMITED**

**In favour of**

**HEREFORDSHIRE COUNCIL**

---

**DEED OF UNDERTAKING**

relating to

Land North of Roman Road, Holmer, Hereford

Re Planning Application DMS/101977/F

---

**DAVIES ARNOLD COOPER**

6-8 Bouverie Street  
London EC4Y 8DD

T 020 7936 2222  
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THIS UNDERTAKING is given on

18<sup>th</sup>

day of

October

2010

BY

**CREST NICHOLSON OPERATIONS LIMITED** a company incorporated in England and Wales (company number 1168311) of Crest House Pycroft Road Chertsey Surrey KT16 9GN ("the Developer")

IN FAVOUR OF

**HEREFORDSHIRE COUNCIL** of Brockington 35 Hafod Road, Hereford HR1 1SH (the "Council");

**WHEREAS: -**

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 as amended (the "Act") for the area within which the Land is situated and is the authority by whom the planning obligations contained in this Undertaking are respectively enforceable
- (B) The Developer is the registered freehold proprietor with title absolute of part of the Land (as herein defined) under title number HE43668
- (C) By virtue of a deed of transfer dated 9 September 2010 the Developer is also the owner of the freehold interest in the part of the Land shaded mauve on the Plan and is entitled to be registered as the proprietor of the same
- (D) The Developer has by a planning application with reference DMS/101977/F sought planning permission ('Planning Permission') from the Council to remove part of planning condition number 31 from outline planning permission CW2006/2619/O
- (E) The Council has not yet determined the application for Planning Permission and the Developer enters into this Undertaking with the intention that any objections of the Council to the grant of Planning Permission are overcome

NOW THIS UNDERTAKING WITNESSES as follows:-

**1. STATUTORY PROVISIONS**

This Undertaking is made pursuant to the provisions of Section 106 of the Act with the intention to bind the Developer's interest in the Land and the obligations in this Undertaking on the part of the Developer are planning obligations for the purposes of the Act enforceable by the Council

**2. INTERPRETATION**

- 2.1 In this Undertaking in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

**"Deed of Acknowledgment and Undertaking"** means the form of deed of acknowledgment and undertaking set out at Schedule 1 of this Undertaking

**"Junction Improvement Contribution"** means the sum of £80,395 (Eighty Thousand Three Hundred and Ninety-Five Pounds) as a contribution towards the Junction Improvement Works

**"Junction Improvement Works"** means the highway works/improvements to the Munstone Road/Roman Road/College Road Junction that replace the designed scheme for junction improvements proposed by the Developer in the transport assessment dated August 2006 in connection with outline planning permission CW2006/2619/O

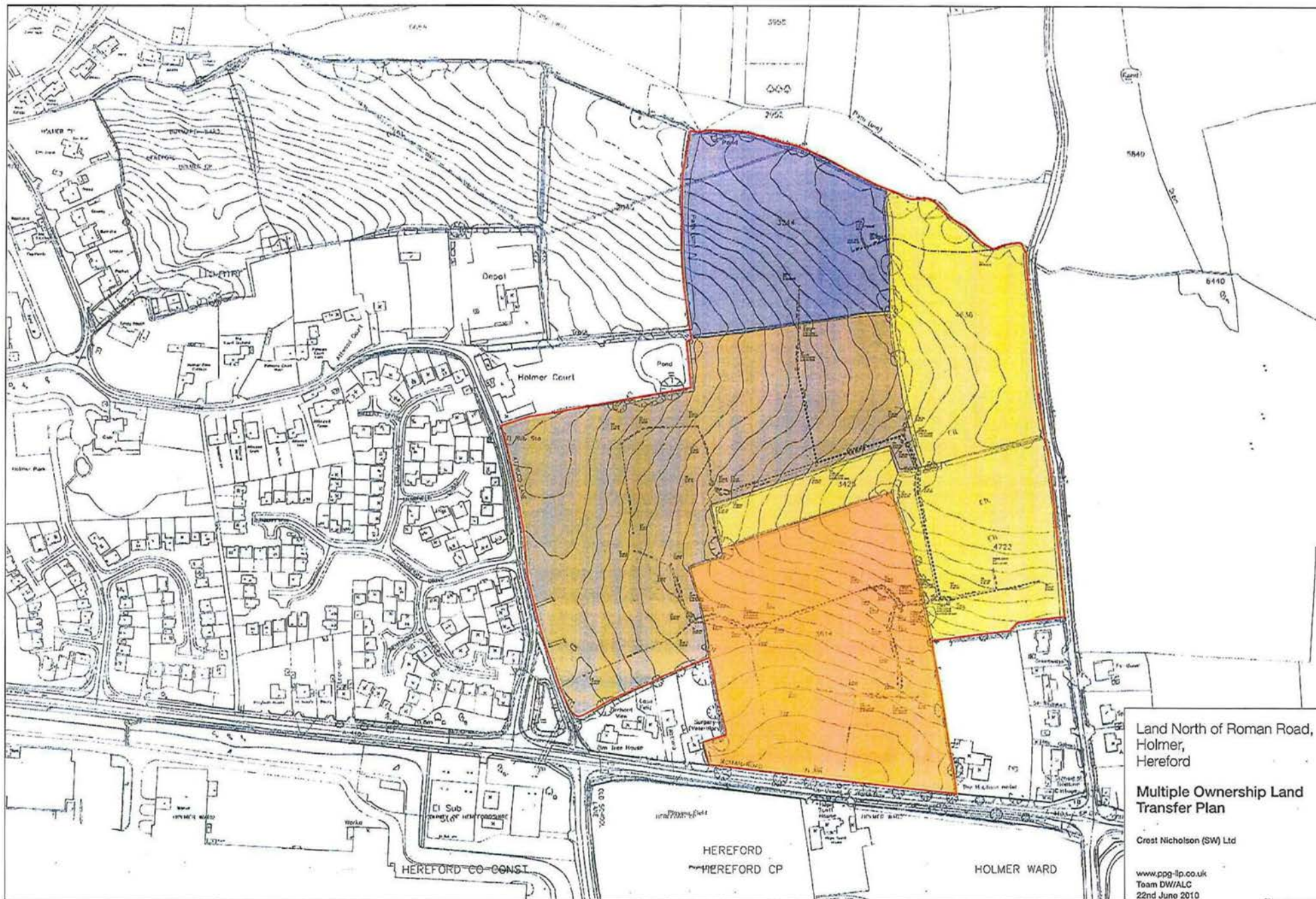
**"Land"** means the land North of Roman Road Holmer indicatively shown edged red on the Plan part of which (corresponding to the areas shaded orange brown and yellow on the Plan) is registered under title number HE43668 and part of which (corresponding to the area shaded mauve on the Plan) is the subject of a pending application for registration at the Land Registry

**"Plan"** means the plan attached to this Undertaking

2.2 In this Undertaking where the context so requires:-

- 2.2.1 the singular includes the plural and vice versa
- 2.2.2 references to clauses, schedules and paragraphs are references to clauses, schedules and paragraphs in this Undertaking except where otherwise specified
- 2.2.3 title headings to the clauses, schedules and paragraphs are for convenience only and shall not affect the interpretation of this Undertaking
- 2.2.4 the Schedule(s) hereto shall be deemed to be incorporated herein and to have the same force and effect as if the provisions thereof were set out in extenso in the body of this Deed
- 2.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force
- 2.2.6 the expression the "Developer" shall include persons successors in title to the Developer and its assigns and all persons deriving title to all or part of the Land under or through it





Land North of Roman Road,  
Holmer,  
Hereford

# Multiple Ownership Land Transfer Plan

Crest Nicholson (SW) Ltd

www.ppg-llp.co.uk  
Team DW/ALC  
22nd June 2010  
1:2500 @A3

BRS.2371\_26-1



I T 0117 9464710 | F 0117 9730020 | www.ppg-llp.co.uk |

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**3. CONDITIONALITY**

- 3.1 The provisions of this Undertaking shall apart from clauses 1 to 3, 5.9 and 6 to 7 inclusive which shall have effect from the date of this Undertaking not take effect until the Planning Permission shall have been granted and issued by the Council

**4. THE PLANNING OBLIGATION**

- 4.1 Unless otherwise agreed in writing by the Council the Developer hereby undertakes to pay the Junction Improvement Contribution to the Council within ten working days of the date of the Planning Permission on condition that the Council shall within 20 working days of the receipt of the Junction Improvement Contribution deliver the Deed of Acknowledgement and Undertaking to the Developer duly executed and dated by the Council

**5. MISCELLANEOUS**

- 5.1 This Undertaking shall be registered as a local land charge for the purposes of the Local Land Charges Act 1975 by the Council
- 5.2 This Undertaking shall be enforceable against the Developer to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Developer as provided in Section 106 of the Act but PROVIDED THAT the Developer has first provided to the Council all relevant information (in accordance with Section 106(4) of the Act) the Developer shall not have any further liability under this Undertaking (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Developer (or as the case may be such other person) no longer has an interest in the Land
- 5.3 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority
- 5.4 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of Sections 91 92 and 93 of the Act or is revoked or modified in accordance with Sections 97 to 100 inclusive of the Act without the consent of the Developer this Undertaking shall cease to have effect insofar only as it has not already been complied with (but without prejudice to the rights of either party against the other in respect of any antecedent breach)
- 5.5 No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the obligations terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Developer



- 5.6 This Undertaking shall not be enforceable against the owner or occupier of a Dwelling Unit or a statutory undertaker after the transfer of statutory apparatus by the Developer to that statutory undertaker
- 5.7 If the Junction Improvement Contribution is paid late interest will be payable from the date payment is due to the date of payment at the rate of three per cent above the base lending rate of National Westminster Bank plc from time to time
- 5.8 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any value added tax properly payable
- 5.9. On the date of this Undertaking the Developer shall pay to the Council their reasonable legal costs and disbursements in the approval and acceptance of this Undertaking

## **6. NOTICES**

- 6.1 All approvals or authorities demands invoices information or notices and other documents or acts authorised or required by or under this Undertaking by the Developer shall be in writing
- 6.2 Where any document is required to be delivered to the Council it shall be addressed to the planning obligations manager (quoting reference DMS/101977/F) or other such officer of the Council as the Council may from time to time notify the Developer at the address given in this Undertaking or such other addresses as may be notified to it by the Council from time to time
- 6.3 Where any document is required to be delivered to the Developer it shall be sent to the address given in this Undertaking or to such other person or address as the Developer may from time to time direct

## **7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is hereby agreed and declared that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Undertaking

**SCHEDULE 1  
DEED OF ACKNOWLEDGEMENT AND UNDERTAKING**

To:

**CREST NICHOLSON OPERATIONS LIMITED** a company incorporated in England and Wales (company number 1168311) of Crest House Pycroft Road Chertsey Surrey KT16 9GN

1. Words and phrases in this letter shall have the same meanings as those in a Deed of Undertaking dated [ ] ("the Undertaking") given by Crest Nicholson Operations ("the Developer") in favour of Herefordshire Council ("the Council")

1.1 In consideration of the obligations on the part of the Developer contained in the Undertaking the Council hereby covenants acknowledges and undertakes to the Developer and covenants with the Developer for itself and its successors in title or any successor to its statutory functions as follows;

1.1.1 Upon receipt of the Junction Improvement Contribution to hold it in a separately identified interest bearing account and to only use or apply the Junction Improvement Contribution (together with any accrued interest) for the purpose of carrying out the Junction Improvement Works

1.1.2 To refund to the Developer any part of the Junction Improvement Contribution which has not been expended or allocated to be spent for the purpose of carrying out the Junction Improvement Works within 5 years following the date of payment together with accrued interest from the date of payment to the date of refund.

1.1.3 At the expiration of 5 years of the date of receipt by the Council of the Junction Improvement Contribution the Council covenants that upon written request it shall issue to the party that paid the Junction Improvement Contribution a certified account detailing how that sum has been expended and that any part of the Junction Improvement Contribution which has not been reasonably expended by the Council in accordance with the purpose specified at paragraph 1.1.1 shall be refunded to the party that paid the relevant sum together with accrued interest from the date of payment to the date of refund

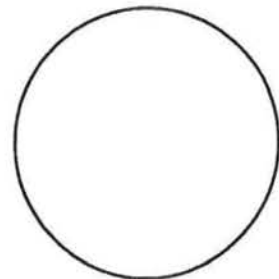
Executed as a deed by affixing the common seal of

**HEREFORDSHIRE COUNCIL**

By Order:

.....

Authorised Officer



IN WITNESS whereof the Developer has executed and delivered this Deed on the day and year first before written

**SIGNED** as a **DEED** by  
**CREST NICHOLSON OPERATIONS**  
**LIMITED**

acting by a director *and Secretary* Signature:

~~In the presence of~~ \_\_\_\_\_

Director

~~Signature of witness:~~ \_\_\_\_\_ )

~~Name (in BLOCK CAPITALS):~~ \_\_\_\_\_ )

~~Address:~~ \_\_\_\_\_ )

*SECRETARY*

Dated

9th July

2008

DEED OF PLANNING OBLIGATION  
made under the provisions of  
Section 106 Town and Country Planning Act 1990 (as amended)  
relating to  
Land at Holmer Hereford

GIVEN BY

W H D HARTLAND and M A HARTLAND (1)

SPECIAL METALS WIGGIN LIMITED (2)

M PULLEN (3)

MALCOLM RICHARD SPEIGHT AND  
GEOFFREY HOLMES SHORE  
AS EXECUTORS OF  
CENIS THOMAS (DECEASED) (4)

CREST STRATEGIC PROJECTS LIMITED (5)

IN FAVOUR OF

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

The County of Herefordshire District Council,  
Brockington,  
35 Hafod Road,  
Hereford, HR1 1SH.

Examined against the original  
at the offices of The County  
of Herefordshire District Council

Dated

Signed

5/8/08  
MR. M. A. ROBINSON  
SOLICITOR  
HEREFORDSHIRE COUNCIL



THIS DEED dated

*Ninth July*

2008

IS GIVEN BY:-

- (1) **WILLIAM HAROLD DOUGLAS HARTLAND and MARGARET ANNE HARTLAND** both of Burcott Farm Burcott Hereford HR1 1JL ("Mrs and Mrs Hartland")
- (2) **SPECIAL METALS WIGGIN LIMITED** of Holmer Road Hereford HR4 9SL ("Special Metals")
- (3) **MARY PULLEN** of 1 Victoria Terrace Lydeard Saint Lawrence Near Taunton Somerset ("Mrs Pullen")
- (4) **MALCOLM RICHARD SPEIGHT AND GEOFFREY HOLMES SHORE** both of 6 King Street, Hereford, HR4 9BS as executors of Cenis Thomas (deceased) appointed pursuant to a grant of probate dated 22 June 2001 ("Executors of Cenis Thomas (deceased)")

(the parties of the first second third and fourth part hereinafter together called the Owners which expression where the context so admits shall include their respective successors in title) and

- (5) **CREST STRATEGIC PROJECTS LIMITED** whose registered office is at Crest House Pycroft Road Chertsey Surrey KT16 9GN (hereinafter called "the Developer" which expression shall where the context so admits include its successors in title)

IN FAVOUR OF:-

**THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL** of Brockington 35 Hafod Road Hereford HR1 1SH ("the Council")

WHEREAS:-

1. The Owners are the freehold owners of land described in the First Schedule hereto ("the Land").
2. The Developer has the benefit of a contract to acquire the Land from the Owners and hereby assents to its interest in the Land being bound by the terms of this Deed provided always that the Developer shall not be liable for any breach or



non-performance of its terms until it shall have acquired the freehold interest in the Land or the relevant part pursuant to its contract with the Owners.

- 3 The Developer has by its agent submitted to the Council an application for planning permission as described in the Second Schedule hereto ("the Application").
4. The Council is the local planning authority by whom the restrictions and obligations contained in this deed are enforceable.

NOW THIS DEED is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that section, with the intent to bind the Land and each and every part of it and WITNESSES as follows:-

1. Words and Expressions

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

- 1.1 the expressions the "Owners" the "Council" shall include their respective successors in title and assigns.
- 1.2 Words importing the singular number only shall include the plural number and vice versa and words importing the one gender includes the other gender where there are two or more persons included in the expression "the Owners".
- 1.3 All references in this deed to a person or persons shall include corporations and unincorporated associations and all other legal entities.
- 1.4 Words denoting an obligation on a party to do any act include an obligation to procure that it be done.
- 1.5 Words placing a party under a restriction include an obligation not to permit infringement of that restriction.
- 1.6 References to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.7 "Acknowledgement and Undertaking" means the deed to be completed by the Council and delivered to the Owners' Solicitor and the Developer in the form annexed in part B of the Fourth Schedule

- 1.8 "Affordable Housing" shall mean: subsidised housing provided or managed by an Affordable Housing Provider. Such dwellings may be made available for rent but may also include forms of subsidised home ownership such as shared ownership or shared equity leases or any of the forms of intermediate affordable housing as described in Planning Policy Statement 3: Housing dated November 2006 and the associated document published by Department of Communities and Local Government dated November 2006 entitled "Delivering Affordable Housing".
- 1.9 "Affordable Housing Provider" shall mean any of the following:- a body registered or eligible for registration as a social landlord with the Housing Corporation under Section 2 of the Housing Act 1996; or a Housing Association within the meaning of the Housing Associations Act 1995 or any statutory provision amending consolidation or replacing those Acts for the time being in force and any successor Affordable Housing Provider; or a local housing authority; or any other person or body offering housing accommodation to the public as Affordable Housing; or any body in receipt of or eligible for Housing Corporation Local Authority Government or other funding finance grants or loans for the provision and/or management of Affordable Housing. Provided always that any such Affordable Housing Provider shall either be one of the bodies referred to in Annex 1 or a body which may be subsequently added to the Council's approved list; or any other Affordable Housing Provider having a housing management capability and an office within a 40 mile radius of any part of the Land; or shall be a body otherwise approved by the Council in writing
- 1.10 "Affordable Housing Units" shall mean (unless otherwise agreed in writing by the Council) 35% of the Dwellings and ancillary areas in the Development to be constructed pursuant to the Permission to comprise of 65% Affordable Rented Units and 35% Intermediate Tenure Units as designated in accordance with paragraph 1.1 of the Third Schedule
- 1.11 "Affordable Housing Land" means the land on which any Affordable Housing Units are intended to be constructed.
- 1.12 "Affordable Rented Units" means those Affordable Housing Units intended to be disposed of as rented accommodation.
- 1.13 "Chargee" any mortgagee or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager

(including an administrative receiver) appointed pursuant to the Law of Property Act 1925<sup>1</sup>;

- 1.14 "Commence Development" and "Commencement of Development" mean to commence the Development pursuant to the Permission by the carrying out of a material operation as described in Sub-Section 56(4)(a) to (d) of the Act. PROVIDED ALWAYS THAT for the purpose of this Deed none of the following shall constitute Commencement of Development:-

demolition and site clearance (other than major earthworks) tree and hedgerow removal required to gain access to the Land off Roman Road  
site security erection of hoardings landscape and ecological works  
archaeology fencing site surveys and inspections soil sampling  
decontamination and remediation works and diversion of overhead or underground wires/cables

- 1.15 "Contribution" means any of the sums referred to in the Fourth Schedule and the Seventh Schedule and any additional sum(s) calculated in accordance with paragraph 9 of this deed to be paid to the Council and used for the purpose(s) described in Part A of the Fourth Schedule of this deed.

- 1.16 "Developer" means the fifth party to this Deed

- 1.17 "Development" shall mean the development of the Land pursuant to the Permission.

- 1.18 "Dwellings" shall mean the residential units comprised in the Development and "Dwelling" shall mean any one of such units.

- 1.19 "Homepoint" shall mean the agency which holds the common housing register on behalf of the Council and through which the Affordable Housing Units are advertised or any successor body or agency operating on behalf of the Council a register of available Affordable Housing Units

- 1.20 "Hydrosense Facility" means:

- (a) a hydrotherapy pool to help children and adults who have physical difficulties maintain good standards of mobility

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<sup>1</sup> This is a mortgagee of the RSL's interest, not a mortgagee of an the interest of a shared owner of an Affordable Housing

- (b) purpose designed changing rooms that are suitable for profoundly disabled children and adults
- (c) trackway hoists that can transport disabled children and adults from the changing rooms and lower them carefully into the hydrotherapy pool with the minimum of discomfort
- (d) an interactive drama studio so that children who are profoundly autistic, and/or multiply disabled can learn to interact and control their environment via the use of modern technology and also be empowered to participate positively in the performing arts

all to be constructed at the Barrs Court Special School Barrs Court Road Hereford HR1 1EQ

1.21 "Intermediate Tenure" means any of the following:

- (a) disposal by way of Shared Ownership Lease (including a sub-lease); and/or any similar or more beneficial arrangement for the purchaser tenant or occupier; and/or
- (b) disposal under any other form of discounted or subsidised sale or lease previously approved in writing by the Council; and/or under any form of intermediate tenure as described in Government guidance or supported by the Housing Corporation and previously approved in writing by the Council;

1.22 "Intermediate Tenure Unit(s)" means any Affordable Housing Unit(s) disposed of by way of Intermediate Tenure

1.23 "Land" the land described in the First Schedule.

1.24 "Occupy" means first residential occupation of a Dwelling and the expression "Occupied" and "Occupation(s)" shall be construed accordingly

1.25 "Open Market Units" shall mean those Dwellings which are intended to be sold as general market housing for disposal on the open market that are not Affordable Housing Units and 'Open Market Unit' shall mean any one of such units

1.26 "Owners" means the first to fourth parties to this Deed

1.27 "Owners' Solicitor" means Berry Smith of Haywood House Dumfries Place Cardiff CF10 3JA (ref: RB/G186-2) or such other solicitors as may be appointed by the Owners for the purposes of this Agreement and notified in writing to the Council

- 1.28 "Ownership Plan" means the plan annexed hereto marked "Ownership Plan"
- 1.29 "Permission" shall mean a notice of decision by the Council permitting the Development in accordance with the Application.
- 1.30 "Phase" means the separately developed areas identified as such on the plan entitled phasing plan drawing attached to this Deed unless otherwise agreed in writing by the Council.
- 1.31 "Protected Tenant" any tenant who:
- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Housing Unit
- 1.32 "Shared Ownership Lease" means a lease or sub lease under which an S O Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that unit and pays a rental element PROVIDED THAT the amount of total equity acquired by the lessee does not exceed 85% of the equity in such S O Unit
- 1.33 "S O Unit" shall mean any Affordable Housing Unit disposed of by Shared Ownership Lease
- 1.34 "Travel Plan" means the travel plan contained in Annex 2 or any amended altered or adjusted travel plan submitted to and approved by the Council and the Highways Agency

## 2. Covenant

The Owners for the purposes of Section 106 of the Act with the intention of binding the Land hereby covenant with the Council to observe the restrictions and perform the obligations set out in the Schedules hereto unless otherwise agreed in writing by the Council.

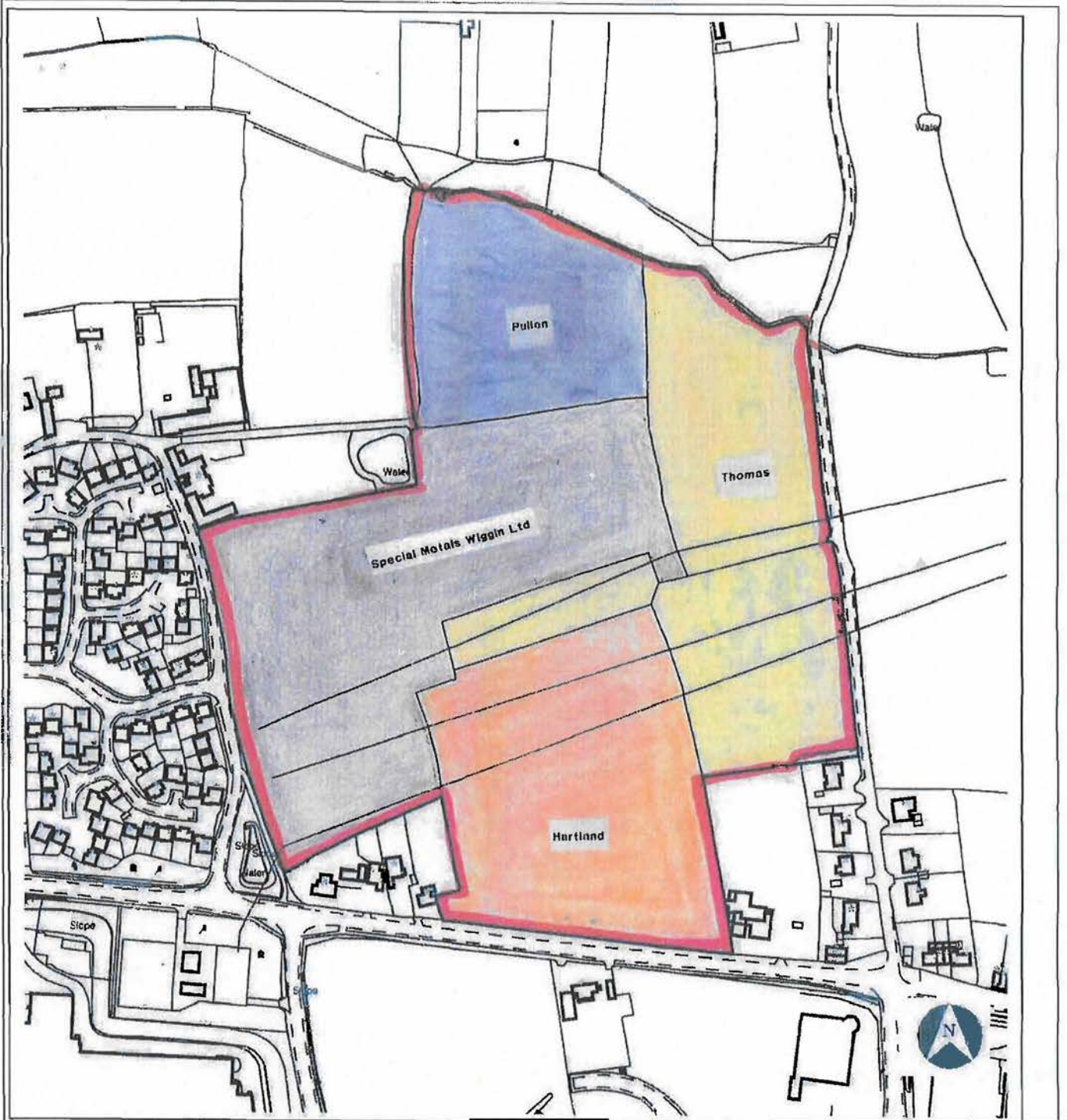
## 3. Declarations

IT IS HEREBY DECLARED that

- 3.1 The restrictions and obligations in the Schedules to this deed are planning obligations enforceable by the Council in accordance with the provisions of



## Ownership Plan



For Special Metals:

(Attorney)





Phase	Area	Area (sqm)	Area (sqft)	Area (acres)	Area (hectares)
PHASE 1	1.1	1,100	12,100	0.25	0.10
PHASE 2	2.1	1,100	12,100	0.25	0.10
PHASE 3	3.1	1,100	12,100	0.25	0.10
PHASE 4	4.1	1,100	12,100	0.25	0.10
PHASE 5	5.1	1,100	12,100	0.25	0.10
PHASE 6	6.1	1,100	12,100	0.25	0.10
PHASE 7	7.1	1,100	12,100	0.25	0.10
PHASE 8	8.1	1,100	12,100	0.25	0.10

Section 106(3) of the Act against the Owners and their successors in title to the Land.

3.2 With the exception of this Sub-Clause and Clauses 5, 6 and 9 of this Deed and any other provisions needed to give effect thereto which have effect on the date of this deed none of the terms or provisions of this deed will have operative effect unless and until both:

(a) the Permission is issued by the Council and Commencement of Development shall have occurred

(b) the Council shall have delivered the Acknowledgement and Undertaking duly executed and dated on behalf of the Council to the Owner's Solicitor and the Developer within 3 months of the date of this Deed

3.3 If the Permission shall expire before Commencement of Development or shall at any time be revoked or modified this deed shall forthwith determine and cease to have effect but without prejudice to the validity of anything done or payments or contributions made whilst this deed is in force.

3.4 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this deed.

3.5 If any provision in this deed shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions hereof shall not in any way be deemed to be affected or impaired.

3.6 A person who is not a party to this deed has no right under the Contracts (Rights of Third Party) Act 1999 to enforce any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from such act.

3.7 No person shall be liable for a breach of a covenant contained in this Deed before it acquires or after parting with all interest in the Land or the part of the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest nor shall the Developer be liable for the breach performance or non-performance of any covenant or obligation contained in this Deed until it shall have acquired the Land or the relevant part thereof from the Owners.

3.8 The restrictions and obligations in this deed shall not be enforceable against:

- 3.8.1 any utility companies or service providers; or
- 3.8.2 (save for the restrictions on first residential occupation of a Dwelling as contained in paragraph 1.4 of the Third Schedule) against individual purchasers or tenants or persons occupying the Open Market Units or the mortgagees of any such persons and their respective successors in title and assigns; or
- 3.8.3 SAVE IN respect of paragraph 1.6 of the Third Schedule the purchasers tenants or occupiers of the Affordable Housing Units or the mortgagees of any such persons and their respective successors in title and assigns.
- 3.9 Except as and to the extent specified in paragraphs 1.2, 1.5, 1.6, 1.7 and 1.8.3 of the Third Schedule the obligations contained in this Deed shall not apply to or be enforceable against any Affordable Housing Provider or their mortgagees or chargees with a legal interest in the Affordable Housing Units or the purchasers tenants or occupiers thereof or the mortgagees of any such persons and their respective successors in title and assigns PROVIDED ALWAYS (and for the avoidance of doubt) the provisions of paragraphs 1.2, 1.5 and 1.6 of the Third Schedule shall not apply to
- 3.9.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;
- 3.9.2 any purchaser from a mortgagee of an interest in an individual Affordable Housing Unit exercising its power of sale pursuant to any default by the individual mortgagor or any successor in title to such person;
- 3.10 The headings in this deed are for convenience only and shall not be taken into account in the construction and interpretation thereof.

#### 4. Reservations

For the avoidance of doubt nothing in this deed shall prevent the Council from exercising any of its statutory powers or functions in relation to the development of the Land.

#### 5. Local Land Charge Provision

This deed is a local land charge and shall be registerable as such.

6. Costs

Upon completion of this deed the Owners shall pay to the Council its reasonable and proper costs in the approval and completion of this deed.

7. Notices

7.1 A notice under this deed is valid only if: -

- (a) it is given by hand sent by recorded delivery or document exchange or sent by fax provided that a confirmatory copy is given by hand or sent by recorded delivery or document exchange on the same day and it is served at the address shown in this deed for the receiving party (and in the case of the Council is marked for the attention of the Head of Planning Services quoting reference DCCE2006/2619/O or at any address specified in a notice given by that party to the other parties.

7.2 A notice

- (a) sent by recorded delivery is to be treated as served on the second working day after posting if sent by first class post on the third working day after posting if sent by second class post.
- (b) sent through a document exchange is to be treated as served on the first working day after the day on which it would normally be available for collection by the recipient.
- (c) sent by fax is to be treated as served on the day on which it is successfully sent or the next working day where the fax is sent successfully after 1600 hours or on a day that is not a working day whenever and whether or not the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail or the document exchange undelivered.

8. Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the obligations or other terms of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the obligations or other terms of this deed or from acting upon any subsequent breach or default in respect thereto by the Owners.



9. Index Linking

Every Contribution payable to the Council under Part A of the Fourth Schedule and the paragraph numbered 2 in the Seventh Schedule of this deed shall be adjusted according to any increases in the BCIS all in tender price index published by the Royal Institution of Chartered Surveyors occurring between the date of this deed and the date the relevant sum is paid, or such successor index or other index as the Council and the Owners may agree in the event that the BCIS all in tender price index shall cease to be published before such sums are paid.

10. Valuation Assumptions

Wherever in this Deed reference is made to the price premium or rental of equivalent housing on the open market then the written valuation of a professional valuer surveyor or estate agent with at least 10 years post qualification experience in matters of residential valuation shall be final in relation to any such question - such valuer surveyor or estate agent to be appointed by the Developer at the Developer's costs but on terms whereby he shall owe a duty of care to the Council in carrying out such valuation

11. Developer's Consent and Acknowledgement

The Developer hereby consents to the execution of this deed and acknowledges that its interests in the Land shall be bound by the restrictions and obligations contained in this deed provided always that the Developer shall not be liable for any breach performance or non-performance of any covenant restriction limitation or obligation under this Deed unless and until it exercises its option and acquires a freehold interest in the Land

12. VAT

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

13. Interest

If any payment due under the terms of this deed is paid late interest calculated at the Council's standard rate of 1% above the Bank of England base rate from time to time will (in so far as lawful) be payable from the date payment is due to the date payment is made

14. Jurisdiction

This deed is governed by and interpreted in accordance with the law of England and Wales

15     Warranty as to Title

The Owners severally warrant to the Council that the title details relating to their respective land holdings referred to in recital 1 and in the First Schedule are complete and accurate in every respect.

**IN WITNESS** of which this instrument has been duly executed as a deed by the parties  
and delivered the day and year first before written

## **FIRST SCHEDULE**

(the Land)

The land shown for identification edged red on the Ownership Plan is owned as follows:-

The area coloured brown on the Ownership Plan is owned by Special Metals Wiggin Limited.

The area coloured orange on the Ownership Plan is owned by William Harold Douglas Hartland and Margaret Anne Hartland.

The land coloured purple on the Ownership Plan is owned by Mary Pullen

The land coloured yellow on the Ownership Plan is owned by Executors of Cenis Thomas (deceased)

The Developer has the benefit of an option dated 31 December 2000 to acquire the Land from the Owners

## **SECOND SCHEDULE**

(the Application)

An application validated on 09 August 2006 for planning permission for residential development made under the Council's reference DCCW2006/2619/0 for residential development (300 dwellings including access from Roman Road, essential infrastructure, open space, balancing pond, landscaping, roads, parking, footpaths, cycleway and engineering earth works.

### THIRD SCHEDULE

#### 1 Affordable Housing

Unless otherwise agreed in writing by the Council (and subject always to the provisions of Clause 3)

1.1 No Dwellings in any Phase shall be constructed until all of the Affordable Housing Units (if any) in that Phase shall have been identified by reference to a layout plan approved by the Council pursuant to the Permission

1.2 The Affordable Housing Units shall not be used other than for Affordable Housing save that the parties hereby agree that this obligation and the other covenants restrictions and obligations of this Deed shall not be binding on:

1.2.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

1.2.2 any Chargee having complied with the requirements of paragraph 1.7 of this schedule;

1.2.3 any purchaser from a mortgagee of an interest in an individual Affordable Housing Unit exercising its power of sale pursuant to any default by the individual mortgagor or any successor in title to such person.

1.3 The Affordable Rented Units shall in so far as consistent with the Planning Permission and any related reserved matters approvals be designed and constructed to Housing Corporation Scheme Development Standards (Fifth Edition) - essential items only and any Affordable Rented Housing Units which are houses shall generally accord with the principles contained in the document entitled "Lifetime Home Standards" published by the Joseph Rowntree Foundation and current at the date of construction of the Affordable Housing Units.

1.4 No more than:

- 1.4.1 50 of the Open Market Units shall be Occupied until 22 of the Affordable Housing Units shall have been transferred to an Affordable Housing Provider by way of freehold transfer in respect of houses and flats and by leasehold transfer in respect of flats over garages for a term of not less than 999 years
- 1.4.2 100 of the Open Market Units shall be Occupied until 45 of the Affordable Housing Units shall have been transferred to an Affordable Housing Provider by way of freehold transfer in respect of houses and flats and by leasehold transfer in respect of flats over garages for a term of not less than 999 years
- 1.4.3 150 of the Open Market Units shall be Occupied until 75 of the Affordable Housing Units shall have been transferred to an Affordable Housing Provider by way of freehold transfer in respect of houses and flats and by leasehold transfer in respect of flats over garages for a term of not less than 999 years
- 1.4.4 190 of the Open Market Units shall be Occupied until 105 of the Affordable Housing Units shall have been transferred to an Affordable Housing Provider by way of freehold transfer in respect of houses and flats and by leasehold transfer in respect of flats over garages for a term of not less than 999 years

**SUCH TRANSFERS** to an Affordable Housing Provider or Providers in each such case being on terms which provide for:

- (a) full and free rights of access both pedestrian and vehicular to and from the public highway to an appropriate point or points to the boundary of the Affordable Housing Land in that Phase;
- (b) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains.
- (c) All other rights as may be agreed by the Owners with the Affordable Housing Provider as being reasonably necessary for the reasonably beneficial enjoyment of the Affordable Housing

Land and the Affordable Housing Units for ordinary residential purposes

- 1.5 Save as otherwise provided in this Deed and unless otherwise agreed in writing by the Council the Affordable Housing Units must at all times be let and managed in accordance with the guidance of the Housing Corporation (where applicable) with the intent that the Affordable Housing Units shall at all times be used for the purpose of providing Affordable Housing to persons registered with Homepoint and eligible in accordance with the allocation policies of the Affordable Housing Provider.
- 1.6 The Affordable Housing Units shall only be occupied by a person or in the case of two or more occupiers one of whom (prior to taking up residence) is:
- 1.6.1 resident in Herefordshire and has been for the previous twelve months or
  - 1.6.2 employed more than sixteen hours per week in Herefordshire or
  - 1.6.3 is moving to Herefordshire to take up an offer of employment there such employment to be for more than sixteen hours per week or
  - 1.6.4 needs to live in Herefordshire so as to either give or be given support by parents, adult children, brothers or sisters or other members currently residing in Herefordshire and who have been so resident for a period of one year and that person has indicated a wish to supply/received such support or
  - 1.6.5 any other person eligible under the allocation policies of the Affordable Housing provider if the Affordable Housing Provider can demonstrate to the Council that after twenty eight days of the relevant Affordable Housing Units becoming available for sale or letting the Affordable Housing Provider having made all reasonable efforts has found no suitable candidate under 1.6.1 to 1.6.4 (inclusive) above
- 1.7 Any mortgagee or chargee of the Affordable Housing Provider which exercises its power of sale appointment of a receiver or power of entry as mortgagee or chargee or its successors in title deriving title under such mortgagee or chargee shall not be bound by any of the restrictions provisions or obligations set out hereinif the mortgagee or chargee shall have complied with its obligations

pursuant to Section 40 and 41 of the Housing Act 1996 and no proposals for the future ownership and management of the Affordable Housing Units by an Affordable Housing Provider shall have been agreed by the mortgagee or chargee within the moratorium period determined in accordance with Sections 42 to 45 of the said act.

### **Tenure and Dwelling Mix**

1.8 Subject to the provisions of Paragraph 1.8.1 and 1.8.2 it is intended that the initial tenure of the Affordable Housing Units shall be as follows:

1.8.1 On the basis of a Development of 300 Dwellings 37 Intermediate Tenure Units would (unless otherwise agreed by the Council in writing) be provided comprising:

10 No. 1 bed apartment

18 No. 2 bed apartments

6 No. 2 bed houses

3 No. 3 bed houses

In the event of the number of Dwellings approved pursuant to reserved matters approvals being more or less than 300 then the above mix of Intermediate Tenure Units will be adjusted following consultation with the Council on a pro rata basis (rounded up or down to the nearest whole number)

1.8.2 On the basis of a Development of 300 Dwellings 68 Affordable Rented Units would (unless otherwise agreed by the Council in writing) be provided comprising:

18 No. 1 bed apartments

6 No. 2 bed apartments

25 No. 2 bed houses



16 No. 3 bed houses

3 No. 4 bed houses

In the event of the number of Dwellings approved pursuant to reserved matters approvals being more or less than 300 then the above mix of Affordable Rented Units will be adjusted following consultation with the Council on a pro rata basis rounded up or down to the nearest whole number

- 1.8.3 Any Shared Ownership Lease of an S O Unit shall contain a restriction preventing the lessee of the S O Unit from acquiring more than 85% of the equity in that SO Unit

## FOURTH SCHEDULE

### Financial Contributions Part A

The Owners shall make every Contribution identified in the first column of the following table to the Council at or prior to the trigger point identified in the second column of the said table towards the objectives contained in the third column of the said table

Contribution	Trigger Point (Dwelling Occupations)	Objects to which Contribution may be applied
Education Contribution (£50,000)	150 Dwellings	Additional classrooms and/or enhanced educational infrastructure at the Broadlands Primary School Aylestone High School or Saint Francis Xavours Primary School
Community Benefits (a) (£45,000)	(a) either 100 Dwellings OR the letting of a contract for construction of the extension or other alterations, whichever is the sooner PROVIDED ALWAYS THAT the Development shall have been Commenced	(a) Construction of an extension to the Holmer Parish Village Hall in accordance with the plans approved under planning permission Reference DCCW 2006/3386/F or other alterations as may be agreed in writing with the Council
(b) (£15,000)	(b) Either 100 Dwellings OR when the existing burial ground reaches capacity (if sooner) PROVIDED ALWAYS THAT the Development shall have been Commenced	(b) Extension of the Holmer Parish Church Burial Ground to include land purchase and ancillary works as appropriate
(c) (£50,000)	(c) 50 Dwellings	(c) Hydrosense Facility at Barrs Court School
(a) Public Art Contribution (£25,000)  2 equal instalments of £12,500 (i.e. £12,500 towards each of the 2 pieces of art	(a) First instalment at 100 Dwellings  Second instalment at 250 Dwellings	(a) Unless otherwise agreed by the Council towards the cost of the Council (or with the Council's approval the Developer) commissioning and erecting two landmark pieces of art within the land artist/designed street furniture within the Land and further "green art" and/or interpretation boards within the balancing

(b) Commuted Sum (£20,000) being a maximum of £10,000 for each piece of public art	(b) On transfer of landmark art works to the Council	pond  (b) 10 years maintenance of landmark artworks
New Bridge Contribution (£138,000) Payable in two instalments the first instalment being £27,600 the second instalment being £110,400	1 Dwelling - first instalment  275 Dwellings - second instalment	Towards the cost of the Council designing and/or letting a contract for improving the existing bridge or constructing a replacement road bridge where the A4103 Roman Road crosses the main Hereford to Leominster railways line or towards such alternative works in the vicinity of the existing bridge as may be approved in writing by the Council and which are designed to improve vehicle cycle and pedestrian safety in the College Green locality and/or the free flow of traffic over the existing bridge
Off Site Highway Contribution (£450,000) Payable in 5 equal instalments of £90,000 each	Upon Commencement of the Development - first instalment 1 Dwelling - second instalment  50 Dwellings – third installment  100 Dwellings - fourth instalment  150 Dwellings - fifth instalment	Towards the cost of any of the following off site highway improvements prioritised where practicable in order of preference as follows:-  1. Traffic calming to Attwood Lane, Munstone Road and Church Way/Coldwell Road. 2. Reduction of speed limit on Roman Road (subject to highway authority meeting criteria) 3. Enhancements in the usability of the existing Public Rights of Way in the locality of the application site. 4. improve lighting to existing highway/pedestrian and cycle routes leading to the site. 5. improved bus shelters/stops in the locality of the application site 6. New pedestrian/cycle route from Roman Road along Old School Lane to the railway bridge and upgrading existing footpath link to Holmer 7. Pedestrian/Cycle route

		<p>linking in with the proposed works associated with the restoration of the Herefordshire Gloucester Canal including Aylestone Park</p> <p>8. Traffic calming in Old School Lane and College Road to link in with recently approved traffic calming on Venns Lane.</p> <p>9. Off road shared ped/cycle route along the south side of Roman Road from College Road to Holmer Road (excluding the cycleway link to Old School Lane on the south side of Roman Road which forms part of the site access junction Section 278 proposals). Junction improvements at the junctions of Roman Road with College Road/Munstone Road should not form part of the use of the contribution, and should form part of Section 278 works as previously stated.</p> <p>10. Improvements to ped/cycle crossing facilities at Starting Gate roundabout.</p> <p>11. Provision of a pedestrian/ cycle route from the Starting Gate roundabout along the slip road running parallel with the A49 south to Newtown Road with a new pedestrian/cycle crossing facility on the A49</p> <p>12. Safe Routes for Schools</p> <p>13. Diversion of existing bus routes to the development site</p>
"Sport and Recreation Contribution" (£187,500)	100 Dwellings or the letting of the main contract for resurfacing all weather pitch if sooner PROVIDED ALWAYS THAT the Development shall have been Commenced	<p>Towards:</p> <p>(a) the full resurfacing of the existing all weather pitch at the Hereford Leisure Centre, Holmer Road, Hereford with any surplus following completion of resurfacing being applicable towards:</p>



		(b) provision of a new hammer/discus cage and/or athlete and spectator shelter at the Hereford & County Athletics Club on Holmer Road, Hereford
"Skate Park Contribution" (£55,000)	100 Dwellings or the letting of a contract for construction of the skatepark facility or part thereof, whichever is the soonest PROVIDED ALWAYS THAT the Development shall have been Commenced	Towards the cost of constructing a new skatepark facility on Holmer Road in accordance with planning permission DCCW2005/2998/F and the Hereford Wheeled Sports 4 Hereford Project Proposal (revised) June 2006 or other scheme as may be approved in writing with the Council

**Part B**

**To: CREST STRATEGIC PROJECTS LIMITED**  
**c/o Davies Arnold Cooper**  
**6-8 Bouverie Street**  
**LONDON EC4Y 8DD**

**To: Messrs Berry Smith Solicitors**  
**Haywood House**  
**Dumfries Place**  
**Cardiff CF10 3JA**

**Ref: 386**

**(ref: RB/G186-2)**

**DEED OF ACKNOWLEDGEMENT AND UNDERTAKING**

Dated the            day of            2008

**THIS DEED** is given by THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL of Brockington 35 Hafod Road Hereford HR1 1SH ("the Council") which expression shall include any successor to its statutory functions

**IN FAVOUR OF**

- (1) WILLIAM HAROLD DOUGLAS HARTLAND and MARGARET ANNE HARTLAND both of Burcott Farm Burcott Hereford HR1 1JL ("Mrs and Mrs Hartland")
- (2) SPECIAL METALS WIGGIN LIMITED of Holmer Road Hereford HR4 9SL ("Special Metals")
- (3) MARY PULLEN of 1 Victoria Terrace Lydeard Saint Lawrence Near Taunton Somerset ("Mrs Pullen")
- (4) MALCOLM RICHARD SPEIGHT AND GEOFFREY HOLMES SHORE both of 6 King Street, Hereford, HR4 9BS as executors of Cenis Thomas (deceased) appointed pursuant to a grant of probate dated 22 June 2001 ("Executors of Cenis Thomas (deceased)")

(the parties of the first second third and fourth part hereinafter together called the Owners which expression where the context so admits shall include their respective successors in title) and

- (5) CREST STRATEGIC PROJECTS LIMITED whose registered office is at Crest House Pyrcroft Road Chertsey Surrey KT16 9GN (hereinafter called "the Developer" which expression shall where the context so admits include its successors in title)

With intent that the covenants and undertakings given by the Council shall be severally enforceable by all or any of the persons referred to at (1) to (5) above provided that such person is a payer of a Contribution to the Council

## NOW THIS DEED WITNESSETH AS FOLLOWS

- 1 Words and phrases in this Deed of Undertaking shall have the same meanings as those in a deed of undertaking dated [ ] ("the Undertaking") given by the persons identified at (1) to (4) above ("the Owners") and the developer identified at (5) above ("the Developer")
- 2 In consideration of the obligations on the part of the Owners and the Developer contained in the Undertaking the Council (subject to the proviso at (5) above) hereby covenants acknowledges and undertakes to the Owners and the Developer and their respective successors in title other than individual purchasers tenants or occupiers of individual Dwellings for itself and its successors in title or any successor to its statutory functions as follows:-
  - 2.1 Not to use or apply any Contribution (together with all accrued interest thereon) referred to in the first column of the table contained in Part A of the Fourth Schedule of the Undertaking other than towards the specific objects identified in the third column of the same row of the said table.
  - 2.2 Pending their application towards the objects contained in the third column of the same row the Council shall invest each Contribution in separately identified interest bearing accounts or in separately identified sections of the Council's combined accounts on terms whereby the best rate of interest reasonably obtainable on the open market from time to time shall be obtained.
  - 2.3 To provide the Developer with an itemised account together with copy invoices detailing all withdrawals commitments and expenditure from the accounts referred to in sub-paragraph 2.2 above and an annual statement of all such accounts
  - 2.4 On the expiry of ten years from the date of receipt of each Contribution (other than the Off Site Highway Contribution as detailed in the Travel Plan) the Council shall repay any part of the Contribution (together with all unexpended accrued interest) which shall not have been expended on the object appearing in the third column of the same row of the table contained in Part A of the Fourth Schedule of the Undertaking to the person from whom the Contribution shall have been received.
  - 2.5 Any publicity/promotional materials, signage or advertising of any works and facilities paid for by contributions under this Deed shall recognise the contribution of the persons making the contribution and the Owners and the Developer to the works and facilities provided.
  - 2.6 The Council shall not apply any commuted sum paid to it pursuant to the Eighth Schedule of the Undertaking other than towards the future maintenance of the related Open Space transferred to it.
  - 2.7 The provisions of Paragraphs 2.1 to 2.3 and 2.5 of the Deed shall be applicable (mutatis mutandis) to the receipt and application of any commuted sums for Open Space paid to the Council under the Undertaking .

## **Dispute Resolution Procedure**

- 2.8 Wherever any approval agreement or authorisation is required or requested under the Undertaking on the part of the Council or as requested of the Council in relation to any matter referred to in the Undertaking the same shall not be unreasonably withheld or delayed by the Council
- 2.9 Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising in respect of the Undertaking including any dispute as to value and any question of reasonableness may be referred at the instance of any of the Owners or the Developer (or their respective successors in title) - other than individual purchasers tenants and occupiers of individual Dwellings for determination by a single expert whose decision shall be final and binding on the parties
- 2.10 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:
- 2.10.1 the expert shall have at least 10 years post qualification experience in the subject matter of the dispute
  - 2.10.2 the expert shall be agreed between the parties or in default of agreement appointed by the President of the Royal Institution of Chartered Surveyors at the request of any party to the dispute
  - 2.10.3 The persons calling for the determination shall make written submission to the expert and the other parties within 10 Working Days of his appointment
  - 2.10.4 The expert shall make directions as to a timetable for presentation of evidence and the other parties shall have 21 Working Days from receipt or such extended period as the expert shall allow to respond
  - 2.10.5 The expert shall disregard any representations made out of time and shall as part of his terms of reference be required to use reasonable endeavours to make his decision within 21 Working Days of receipt of the representations under Clause 2.10.4 or if none within 21 Working Days of the expiry of the period referred to in Clause 2.10.4.
  - 2.10.6 The expert's decision shall be in writing and give reasons for his decision
  - 2.10.7 The expert's fees shall be payable as directed by the expert or otherwise in equal shares by the parties to the dispute



Executed as a deed when  
The Common Seal of  
The County of Herefordshire District Council  
was hereunto affixed by Order  
and delivered the day and year hereinbefore mentioned

Authorised Officer

## FIFTH SCHEDULE

### Foul Drainage

1. Prior to the Commencement of the Development, the Owners shall provide details of a proposed new foul drainage infrastructure to be agreed in consultation with Herefordshire Council and Welsh Water which shall be designed to have capacity to accommodate: the foul drainage from the Development; and other properties which have a common boundary with the Development site; and properties within Wentworth Park and Cleeve Orchard Estates west of the Development site (to the extent that foul sewerage from the Wentworth Park and Cleeve Orchard Estates shall not previously have been adopted or made subject to an Adoption Agreement under Section 104 of the Water Industry Act 1991 or otherwise) and the maximum flow through the neighbouring Wentworth Park Estate Sewage Pumping Station ("WESPS") shall be limited to a maximum of 13 litres per second.
2. The agreed foul drainage scheme (or any interim arrangements approved in writing by the Council) shall either be subject to a sewer requisition scheme under the provisions of the Water Industry Act 1991 which shall as a result be constructed and completed in accordance with the approved scheme or (at the discretion of the Owners) subject to the provisions of adoption procedures or completion of the Section 104 of the Water Industry Act 1991 substantially in accordance with the approved scheme or as otherwise required by Welsh Water in consultation with the Council so as to be operational prior to occupation of the first Dwelling.
3. To procure the construction of the approved foul drainage scheme arrangements prior to occupation of any Dwelling or to ensure that appropriate interim arrangements (which shall have been approved in writing by the Council) shall have been completed prior to occupation of any Dwelling.

## **SIXTH SCHEDULE**

### **Energy Efficiency and Waste**

The design and construction of the Development shall include energy efficiency measures to limit its carbon footprint. All Dwellings shall be designed to meet Eco Homes “very good” standard, an authoritative rating which balances environmental performance with the need for a high quality of life and a safe and healthy internal environment.

Until such time as the building regulations are amended or replaced so as to achieve the same or better target emission rates the Development shall be designed and constructed so as every dwelling emission rate (DER) will be at least a 13% improvement over the target emission rate (TER) as set out within the Building Regulations: Approved Document L (2006) – ‘Conservation of Fuel and Power’. This will be delivered through a combination of measures such as by way of example:

- Improved u-value for walls, floors, roofs and windows
- Improved air-tightness
- High efficiency boilers

The majority of the 13% improvement in carbon emissions is delivered through airtightness, improved insulation and boiler efficiency. This strategy addresses the first step in the energy hierarchy by reducing the energy demand of the dwelling. This allows for carbon savings to be sustained year on year throughout the lifetime of the building without the need for maintenance or user operation thereby future proofing the Development.

In order to demonstrate the effectiveness of the implemented measures, a sample of each phase of the Development to include Dwellings and flats will be tested by an approved National Energy Services independent assessor to provide a National Home Energy Rating for the tested Dwellings whilst for all dwellings technical assessments and calculations will be submitted to the Council detailing the contributions which the additional measures have made.

In addition, unregulated energy consumption will be addressed through the provision by the Developer of energy efficient lighting and appliances which will further reduce carbon emission and increase the 13% improvement. To encourage positive behaviour every household will be supplied with Crest Nicholson's guide to greener living.

Reserved matters approvals pursuant to the Permission shall be accompanied by a preliminary EcoHomes “Estimator” checklist demonstrating how the Development will meet the required targets. A copy of the full EcoHomes certificate of compliance will be provided prior to the occupation of the last Dwelling.

### **Household Waste**

The Owners will incorporate measures to assist and encourage householders to recycle waste during occupation through the provision of household recycling facilities and practical information.

The Owners will provide the first occupier of each Dwelling with three internal storage containers for recyclable waste with a minimum total capacity of 30 litres, no individual bin being smaller than 7 litres and all bins having a dedicated space within the house . All Dwellings will be provided with external space to accommodate external recycling

storage in line with the Council's recycling collection scheme. All houses will be provided with external storage space for 3 bins (or 2 wheely bins in the event the Council's refuse collection system is changed to wheely bin storage) and the flats will be serviced by a suitably sized communal bin storage facility (or wheely bin storage). These will be sited within a reasonable distance of the Dwellings. Houses with gardens will also be supplied with an external composting container, an information leaflet and information posted on the community notice boards provided as part of the Travel Plan obligations in the Seventh Schedule explaining how composting works, why it is important and the materials that can be composted.

The Owners will provide a practical guidance in the form of a leaflet to the first occupants of all Dwellings and information posted on the community notice board provided as part of the travel plan obligations in the Seventh Schedule to enable homeowners to reduce their household waste consumption including

- Information on the location and use of any recycling bins
- Information on the location and use of any compost bins
- Information about the Local Authority collection scheme
- Information on what to do with waste not covered by the standard collection for example fridge/freezers, computer equipment and other potentially hazardous equipment.



## **SEVENTH SCHEDULE**

### **RESIDENTIAL TRAVEL PLAN OBLIGATIONS**

To implement the Travel Plan in accordance with the measures, objectives, targets and programme of implementation set out within it .

In addition, the Owner shall establish

1. A Travel Plan steering group comprising of representatives from Herefordshire Council, the Highways Agency and the Owners (and local residents in the event that an estate residents association is formed).
2. A Travel Plan endowment of £20,000 (Twenty Thousand Pounds) paid to the Council into a separately identified interest earning bank account upon Occupation of the first Dwelling. The money shall be used by the steering group to help secure travel behavioural change. For the avoidance of doubt the Travel Plan endowment money shall not be used towards the costs of any of the measures detailed in Appendix A of the Travel Plan.

## **EIGHTH SCHEDULE**

### **Equipped Open Space**

The play areas to be provided on Site shall be equipped as follows:

#### Toddler Play Area (for under 6's) Equipment List.

Product Name:

- 1) ELE 400024. One Spinner Bowl  
Page no. 234 of Kompan Cat.2007
- 2) DZU-DZW075. One toddler multi use unit.  
Page no. 16 of Sutcliffe Play Ltd Cat.2007
- 3) SWB062 One swing with SRE505 seat.  
Page no. 48 of Sutcliffe Play Ltd Cat.2007
- 4) SSB200. One springy item Ladybird  
Page no. 35 of Sutcliffe Play Ltd Cat. 2007
- 5) SSB400. One springy item.Crocodile  
Page no. 35 of Sutcliffe Play Ltd Cat. 2007
- 6) SSB500. One springy item Helicopter  
Page no. 35 of Sutcliffe Play Ltd Cat.2007

#### Junior Play Area (for over 6's) Equipment List.

Product Name:

- 1) ELE500006 One Summit  
Page no. 228 of Kompan Cat.2007
- 2) GXY925 One Canopus  
Page no. 246 of Kompan Cat.2007
- 3) SWB082 One Swing with SRE125 seat  
Page no. 48 of Sutcliffe Play Ltd Cat 2007
- 4) GXY916 One Supernova  
Page no. 243 of Kompan Cat.2007
- 5) GXY8014 One Spica 1  
Page no. 240 of Kompan Cat.2007
- 6) GXY 8016 One Spica 3  
Page no. 241 of Kompan Cat.2007
- 7) One Hags Play Climbstone CTW 3.0m  
Page no. 6 of HAGS Climbstone Cat.2007

### **Commuted Sums for Open Spaces to be Adopted by the Council**

Upon transfer of any area of open space to the Council the Owners shall pay a commuted sum to the Council for the future maintenance of such open space calculated by applying the following tariff (or any subsequent tariff current at the date of such transfer) to the component parts of the relevant area of open space :

**Herefordshire Council – Parks and Countryside Service**  
**CURRENT TARIFF FOR CALCULATION OF COMMUTED SUMS – SECTION 106**  
**AGREEMENTS**

Fortnightly Grass Cut and Drop – April to September	£19.64 per 100 m <sup>2</sup>	X 20 years
Weekly Grass Cut and Drop – April to September	£36.46 per 100 m <sup>2</sup>	X 20 years
Bank Cut – May and September	£7.02 per 100 m <sup>2</sup>	X 20 years
Hay Cut – August	£3.93 per 100 m <sup>2</sup>	X 20 years
Trees, Whips	£0.70/No	X 20 years
Trees, Heavy Standard	£8.42/No	X 20 years
Trees planted less than 5 years	£2.82/No	X 20 years
Trees planted over 5 years	£1.42/No	X 20 years
Trees, Mature	£7.05 per tree	X 20 years
Trees, Heavy Standard – Supply and Replacement of dead tree (inci planting)	£84.09 per tree	
Formal Shrub Bed	£2.46 per m <sup>2</sup>	X 20 years
Informal Shrub Beds	£0.71 per m <sup>2</sup>	X 20 years
Flower Beds	£11.59 per m <sup>2</sup>	X 20 years
Rose Beds	£4.92 per m <sup>2</sup>	X 20 years
Hedges, including Laying once within 10 years	£2.89 per linear metre	X 20 years
Fencing, Metal	£0.33 per metre	X 20 years
Fencing, Wood	£1.14 per metre	X 20 years
Footpaths and cycle paths	£7.50 per m <sup>2</sup>	once
<b>Play Area inspection figures to increase by 3% p.a. simple interest (ie 30% over 10 yrs)</b>		
Play Area Inspections Weekly inspections plus annual independent inspection (3% increase)	£415.23 per site	X 20 years
<b>Play Area figures to increase by 5% p.a. simple interest (i.e. 50% over 10 years)</b>		
Play Area Maintenance Based per £5,000 (or part) combined value of play equipment, safety surfacing and fencing	£147.63	X 20 years
Play Area Re-surfacing (Wet pour or Tiles)	£94.82 per m <sup>2</sup>	once
Play Area Loose Fill Annual Top Up	£14.76 per m <sup>2</sup>	X 20 years

NB : In view of current legislation regarding Disabled Access to playgrounds loose fill safety surfacing will not be acceptable for any sites that the Council adopt.

Specific items which are recommended by ROSPA to be used on 'loose fill' will be exempt.

## **ANNEX 1**

### **List of Approved Affordable Housing Providers**

1. Bromford Housing Group
2. Festival House Group
3. Gloucestershire Housing Association
4. Herefordshire Housing Ltd.
5. Marches Housing Association
6. South Shropshire Housing Association
7. West Mercia Housing Group
8. Two Rivers Housing Association

## **ANNEX 2 - RESIDENTIAL TRAVEL PLAN**

Holmer, Hereford

Residential Travel Plan



## DOCUMENT CONTROL

<b>Project Title:</b>		Holmer, Hereford Residential Travel Plan	
<b>Client:</b>		Crest Strategic Projects	
<b>Project Manager:</b>		Michael Kitching	
<b>Project Number:</b>		SK20702	
<b>Document Reference:</b>		SK20702-TP07	
<b>Document Type:</b>		Travel Plan	
<b>Primary Authors:</b>		Wai Ling Cheung/Michael Kitching	
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<b>Issue</b>	<b>Date</b>	<b>Distribution</b>	<b>Comments</b>
01	21 June 2007	Crest Project Team FILE	Draft for Comment
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04	8 October 2007	Highways Agency Crest Project Team DAC FILE	1 x Electronic Copy
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<b>6.0</b>	CONCLUSIONS

## **PLANS**

<b>Plan 1:</b>	SITE LOCATION AND LOCAL HIGHWAY NETWORK
<b>Plan 2:</b>	EXISTING PUBLIC TRANSPORT
<b>Plan 3:</b>	EXISTING CYCLING NETWORK
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<b>Plan 6:</b>	SUSTAINABLE TRANSPORT IMPROVEMENTS

## **APPENDICES**

<b>Appendix A:</b>	SUGGESTED TRAVEL PLAN MEASURES
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## **1.0 INTRODUCTION**

1.1 SK Transport Planning Ltd (SKTP) have been commissioned by Crest Strategic Projects (CSP) to produce a Residential Travel Plan (TP) for a proposed residential development off Roman Road in Holmer, on the northern side of Hereford (outline planning application ref: DCCW2006/26190/0). The development site is shown on **Plan 1** and is known as the Holmer Site.

1.2 The development proposals include the provision of 300 dwellings, accessed via a new signalised junction off Roman Road and incorporating a Toucan crossing facility. The development will provide associated highway and traffic management improvement schemes as well as significant improvements to walking, cycling and public transport infrastructure in the vicinity of the site. These improvements will be delivered through financial contributions as part of the associated Section 106 Agreement and Section 278 Agreement.

1.3 This TP sets out the proposed approach to promoting sustainable travel for the end users of the development. The objectives of this TP are:

- Deliver infrastructure and softer travel measures to encourage walking and cycling
- Reduce the number of single occupancy car trips
- Reduce the dependency on the private car and enable residents to realise their potential for sustainable travel
- To promote the use of public transport for employment, leisure and retail trips
- To educate those occupying the development on the TP targets and on ways to reduce their carbon footprint (such as the promotion of Safe Routes to Schools)
- To promote healthier lifestyles for residents
- Ensure that the residential development is located and developed to facilitate commuting, leisure and recreation trips by modes of travel other than the private car in line with local and national policy

1.4 Following this introduction this document is structured as follows:

- Section 2 includes a description of the scheme proposals
- Section 3 provides an audit of existing sustainable travel modes, including a summary of the public transport services that serve the site, route numbers and destinations
- Section 4 provides a review of all the measures considered to encourage a step-change in travel behaviour

- Section 5 details the proposed monitoring and management methods to be used, and also details the TP target
  - The conclusions of the TP are presented Section 6
- 1.5 SKTP is confident that this TP, operative prior to the occupation of the first house, will offer a real step-change to the travel behaviour of the final occupiers of the development proposals.
- 1.6 Recent Government, Regional and Local transport policy guidelines have formalised advice for the production of TPs. It is within this context that this TP has been developed.
- 1.7 *Planning Policy Guidance Note 13 (PPG13)* provides the strategic context for promoting sustainable transport and highlights that planning and transport policy should be considered together to deliver sustainable transport objectives. The aims of PPG13 include the promotion of more sustainable transport choices and facilitating accessibility to jobs, shopping, leisure facilities and services by public transport, walking and cycling. PPG13's ultimate aim is to reduce the need to travel, especially by the private car.
- 1.8 PPG13 highlights that one method of achieving this is to prepare and implement travel plans for those developments that are considered to have *significant transport implications*. It has been robustly demonstrated in the 2006 Transport Assessment that the development of the Holmer Site will not result in a *significant transport implications*. This TP not only reinforces the real travel choices available for future residents of the Holmer Site but in addition this assessment looks to promote the significant benefits that the non-car based travel measures can offer.
- 1.9 At a more local level, the *Herefordshire Unitary Development Plan* (adopted in March 2007) outlines aims and objectives to promote sustainable travel. The Plan reiterates the need to reduce or minimise the need to travel, particularly by the private car. The Plan also stresses the need to integrate modes of travel and land uses to enhance modal choice and deliver easier and more efficient access. These tie in with other objectives to provide for and encourage new/improved routes for walking and cycling. It is understood that the Holmer TP will be the first residential TP considered

<b>Service Number</b>	<b>Bus Route</b>	<b>Daytime Frequency</b>	<b>Evening Frequency</b>	<b>Operator</b>
77 and 77A	Hereford to Holmer Circular via Widemarsh Common, Bobblestock & Venn's Lane (reversed for 77A)	2 per hour until approx 1500	2 services in the PM	First Group
477	Hereford to Holmer Circular via Holmer School, Bobblestock and Venn's Lane	-	1 per hour until approx 1930	Yeoman Canyon Travel
81	Hereford to College Green	2 per hour (0800-1000 and 1500-1800)	Infrequent	Yeoman Canyon Travel

**Table 1: Existing Bus Services**

- 2.7 Route 81 provides a frequent service between Hereford City Centre and existing residential areas in College Green throughout the working day. Half of the buses on the service extend past the Holmer site to give an hourly service. The distance between the proposed Holmer development site and the existing service 81 bus stops at College Green is approximately 750m (a 9.5 minute walk based on 80 metre/minute walktime).
- 2.8 The approximate journey times from the Holmer Site to these destinations is shown in the table overleaf. It should be noted that these are surveyed bus journey times and are likely to remain fairly consistent throughout the day. This is because the routes used are relatively lightly trafficked even in peak periods, unlike those to the south of the city.
- 2.9 Bus route 77, 77A and 81 are all routed via Commercial Road to the east of Hereford Railway Station.

Facility	Approximate Bus Journey Time (mins)*
City Centre	15
Local Shop	2
Doctors Surgery	13
Hospital	13
Dentist	13
Railway Station	13
Bus Stop	-
Bus Station	11
Primary School	10
Secondary School	8
Supermarket	11
Sports Facility	10
Cinema	11
*Note: The bus journey time includes the 1 minute walk time to the bus stop	

**Table 2: Existing Bus Journey Times**

2.10 The close proximity of Hereford Train Station is also seen as a benefit to the development site as it provides frequent rail links to regional and national destinations. The station is located 1.5 km away from the development site. Although it is hoped that the development provides housing for those working locally within Hereford the close proximity of the rail station could benefit those who are out-commuting from the area. **Table 3** shows journey times to key destinations from Hereford.

Destination	Journey time (mins)
Birmingham	1 hour 30 minutes
Shrewsbury	1 hour
Newport	50 minutes
Cardiff	1 hour 10 minutes
Worcester	40 minutes

**Table 3: Rail Journey Times**

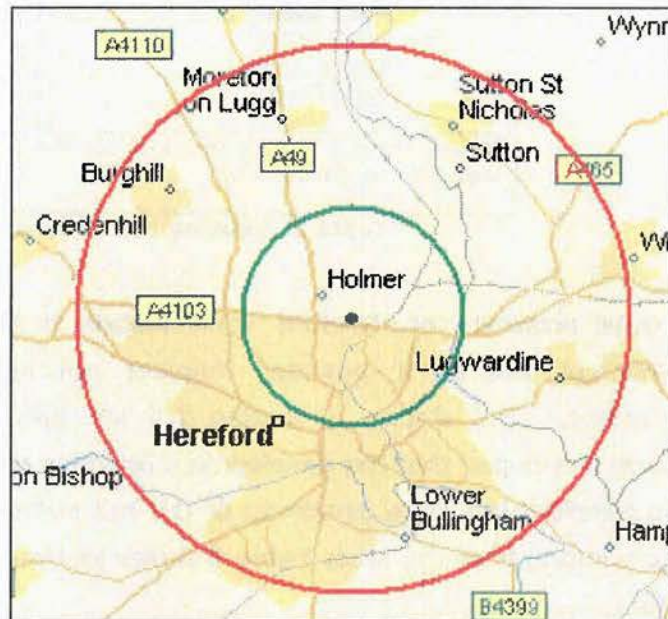
2.11 The existing provision of public transport routing close to the Holmer Site is considered to be a major attribute of the development site and will allow future residents access to the city centre and employment opportunities.

### ***Existing Pedestrian and Cycle Networks***

2.12 PPG13 states that walking offers the most realistic alternative to the private car for short journeys under 2km and cycling offers a realistic alternative to the private car for short journeys of under 5km.



- 2.13 The plan below shows a 2km walking catchment and 5km cycling catchment from the Holmer Site. One of the strengths of the Holmer Site is its close proximity to existing trip attractions, with existing employment, retail and education facilities all within a fifteen minute walk time of the site. **Table 4** shows surveyed walking and cycling times from the site to a range of destinations further emphasising the potential sustainable links for future residents.



- 2.14 The future development of the Holmer Site aims to address any gaps in the existing pedestrian and cycling network to allow existing residents and employees in the area as well as future residents of the development site to realise their potential for journeys on foot and by bicycle. Through the three public consultations carried out the views of residents and the requirements of Local Authority Officers towards the off-site non-car based investment has been carefully considered. The nature of the shortlisted routes would assist in achieving these sustainable travel aims as they are generally of desirable width, carry relatively low levels of traffic, are lit and are overlooked by adjacent development/residential areas. The routes are therefore considered to meet desirable safety and security criteria, and should encourage future trips by these modes.
- 2.15 The *Herefordshire Second Local Transport Plan:2006/7 -2010/11* (LTP2) estimates that 38% of residents travel less than 2km to work and 32% of residents travel

between 2km and 5km to work. Given that 70% of Hereford City residents live less than 5km from their workplace and that the Holmer Site is well located to benefit from easy access to employment, public transport, retail and community destinations, investment in walking and cycling infrastructure has the potential to secure a significant shift in travel habits away from the private car.

- 2.16 **Table 4** shows those local trip attractions within 2km and 5km distances from the development site.

Facility	Distance	
	2km	5km
City Centre	x	✓
Local Shop	✓	✓
Doctors Surgery	✓	✓
Hospital	x	✓
Dentist	✓	✓
Railway Station	x	✓
Bus Stop	✓	✓
Bus Station	x	✓
Primary School	✓	✓
Secondary School	x	✓
Supermarket	x	✓
Sports Facility	✓	✓
Cinema	x	✓

**Table 4: Local Trip Attractions**

- 2.17 The following section outlines the existing pedestrian and cyclist infrastructure within the vicinity of the Holmer Site.
- 2.18 A continuous footway is provided along the southern side of Roman Road between College Road and Holmer Road. There is a discontinuous footway on the northern side of Roman Road and there is no existing footway available along the Holmer Site frontage. Pedestrian refuges are provided on the carriageway of Roman Road at the staggered junction with Attwood Lane / Old School Lane.
- 2.19 Along Attwood Lane there is a lit footway that runs north from the junction with Roman Road to the Turnberry Drive residential access. The footway continues for 44 metres north of this junction on the western side of the carriageway. On the eastern side of Attwood Lane there is a footway set back from the carriageway (located to the east of the balancing pond) that runs north for a distance of 26 metres. This eastern footway does not continue for the full length of Attwood Lane and pedestrians must cross to the pedestrian route along the western side of the carriageway. There is no

- 3.4 As shown on **Plan 5**, cyclists are brought into the site via the toucan crossing facilities at the new junction onto Roman Road and then routed on carriageway around the development. A 5.5 metre internal loop road has been designed to control vehicle speeds by virtue of changes in the horizontal alignment of the carriageway. Direct access to properties is achieved through shared surface/mews/courtyard arrangements. The pedestrian/cycle route running east/west through the site also provides easy access between Attwood Lane and Munstone Road.

In addition to the careful design of the internal road layout, consideration has also been given to cycle storage across the site. With respect to the apartment blocks secure cycle parking will be provided for residents and visitors in dedicated cycle storage areas. In addition CSP will make a folding bicycle available to all residents on occupation of each property. The bicycle will be offered at a discount to its open market value and can be paid for using an interest-free loan. This strategy ensures the cycle can be stored securely within the building and will be easily accessible by all occupants. This strategy also ensures that the potential conflict between cycle storage and parking vehicles in garages is avoided; the strategy ensures occupants will have easier access to the bicycle than their car by virtue of it being stored within their property. In addition a folding bicycle gives flexibility for secure storage at workplaces and on trains.

- 3.6 Although the Holmer Site is well served by existing public transport networks CSP has carried out significant preparatory work (including extensive public consultations) to inform the discussions with HC regarding Section 106 contributions. The possible improvements suggested to HC that are tied in with the internal layout or the Section 106 contributions have included:

- 30mph speed limit reduction from 40 mph on Roman Road
- Providing cycle access to Munstone Road, a Sustrans route which will be accommodated through the site and link with off-site routes via the new signal crossing facility on Roman Road
- Delivering a segregated pedestrian/cycle access to Attwood Lane
- Implement cycle links on Old School Lane and Kingsway
- Provide cycle links on Roman Road and Holmer Road
- Improve pedestrian crossing facilities across Roman Road with the introduction of a new pedestrian refuge
- Reasonable contributions towards bus stop, bus information and waiting facilities within the study area and Hereford Town Centre
- Improving pedestrian access across the Roman Road railway bridge

- Financial contributions to general pedestrian route improvements for footways linking the Holmer Site with popular destinations
- Traffic calming measures in Attwood Lane and Church Way, which link the site to the local church and community hall. These measures will encourage walking and cycling.

3.7 The Section 106 Agreement contributions would also be used for significant pedestrian and cyclist network improvement strategies to facilitate future travel by these modes and to afford easy access to local bus routes.

3.8 Cycle access to the proposed development site is an important component of developing this sustainable community. The provision of both *quiet* and *dedicated* cycle routes has been considered as part of the development proposals to form high quality links from the site to popular employment, education, shopping and leisure destinations. The following cycling access strategy is proposed below and overleaf:

- The provision of a new toucan crossing facility on Roman Road
- The provision of new pedestrian and cycle access junction from the development site onto Attwood Lane
- The provision of a new cyclist access onto Munstone Road for recreational use
- Funding for a segregated cycle route on Roman Road
- Funding for an advisory cycle lane on Old School Lane and Kingsway
- Financial contributions towards other general cycle route improvements that will prove advantageous to future residents of the site
- Appropriate contributions towards the provision of cycle parking improvements at popular destinations (e.g. the station).

3.9 Previous discussions with the cycling officer at HC have suggested that they are looking at a scheme to provide a cycle route on the service road to the east of the main carriageway of the A49 Holmer Road and that Sustrans have aspirations to open the Great Western Way link on the disused railway line north of Newtown Road. Liaison with both HC and Sustrans is ongoing to ensure that the cycle route improvements proposed as part of the Holmer development link into the future routes proposed by HC and Sustrans.

3.10 A summary of the Holmer Site sustainable transport strategy which is to be delivered in part by Section 106 and Section 278 Agreements outlined above, is shown on **Plan 6**.

#### 4.0 TRAVEL PLAN MEASURES

- 4.1 The Holmer Site movement strategy and sustainable access strategy has been carefully developed to maximise travel choice. The measures outlined in this TP include those that are to be delivered by CSP as part of the introduction of the Holmer Site (including those to be funded as part of the Section 106 Agreement) and *softer* measures that are being considered to build-upon actual hard infrastructure measures and future facilitate sustainable travel.
- 4.2 It should be remembered that the measures included within this TP will not only benefit future residents of the Holmer Site but also provide significant benefit to existing residents in the area. These benefits are not limited to actual sustainable network improvements but also benefits in terms of reductions in baseline traffic flows and improved highway safety levels.
- 4.3 The measures summarised in this section are outlined in more detail in **Appendix A**.

##### **Infrastructure Measures: Hard Measures**

- 4.4 The development proposals include significant financial contributions to sustainable transport network improvements through the Section 106 Agreement, Section 278 Agreement and sustainable on-site layout philosophy.
- 4.5 The on-site infrastructure measures include the location and type of access points, the use of *Homezone* principles, the provision of facilities to link into the National Cycle Network, as outlined in **Section 3.0**.
- 4.6 The infrastructure measures to be introduced as part of the Section 278 Agreement include:
- Introduction of controlled cycle and pedestrian crossing facilities at the site access on Roman Road
  - Introduction of shared cycleway/footway along southern edge of Roman Road from the site access to Old School Lane
  - Introduction of road safety improvements at the junction of Munstone Road/College Road

4.7 The physical infrastructure measures to which the Section 106 Agreement "Off Site Highway Contribution" of £450,000 may be applied include:

- Waiting facility improvements at local bus stops
- Increasing bus service frequency
- Improving lighting to existing highway, pedestrian and cycle routes leading to the site
- Reduction in the speed limit on Roman Road to 30mph
- Introducing a pedestrian/cycle route from the Starting Gate roundabout south along the slip road along the A49 to Newtown Road (south of the B&Q roundabout the walking/cycling route would be routed along the verge between the slip road and the A49)
- Introducing a new pedestrian crossing on the A49
- Introducing a pedestrian/cycle route along from Roman Road along Old School Lane to the railway bridge and upgrading existing footpath link to Holmer
- Contributions towards pedestrian/cycle route improvement works as part of the restoration of the Herefordshire/Gloucester canal (including Aylestone Park)
- Introducing traffic calming on Attwood Lane, Munstone Road and Coldwells Road/Church Way
- Introducing traffic calming in Old School Lane and College Road to link to traffic calming in Venns Lane
- Improving pedestrian and cyclist crossing facilities at the Starting Gate roundabout
- Introducing off road shared pedestrian/cycle route along the south side of Roman Road from College Road to Holmer Road (excluding the cycleway link to Old School Lane on the south side of Roman Road which forms part of the site access junction Section 278 proposals). Junction improvements at the junctions of Roman Road with College Road/Munstone Road should not form part of the use of the contribution, and should form part of Section 278 works as previously stated.

**Strategy Measures: Soft Measures**

4.8 The TP also recommends a raft of *soft* green travel measures to further facilitate and underpin the development access design and proposed infrastructure measures outlined above.

4.9 A summary of the *soft* green travel measures (being measures other than physical works and Improvements to other highways which are designed to persuade and encourage new residents to rely less on their private motor cars) that have been considered include:

- Providing a *Crest Sustainable Welcome Pack* for all new residents including details of local facilities and bus services, pedestrian and cycle maps (showing cycle and pedestrian routes)
- Providing *A to Z* style map to each residential unit to encourage walking and cycling
- Erecting community notice board in a prominent location within the development
- Providing TP notice boards in the lobbies of all apartment blocks
- Ensuring facilities for home working (provision for internet access, appropriate power points etc)

- Every new household shall on or before first residential occupation of each Dwelling be offered (as part of the travel pack) a folding bicycle at a discount to its retail value and interest free loan to acquire it
- Identifying a member of the Owner's sales staff as a designated travel plan co-ordinator with specific responsibility for travel plan matters.
- Providing all phone numbers and website addresses of walking and cycling groups, as well as public transport operators
- Participating in an ongoing steering group comprising representatives from Herefordshire Council and the Highways agency. Resident's input will be via the on-site sales co-ordinator/travel plan co-ordinator until or unless a residents association is formed
- Engaging in negotiations with public transport providers pending completion of the Development
- Ensuring that for the duration of the sales and marketing period sales the marketing staff are trained in personalised journey planning techniques
- Offering travel seminar sessions from a personal travel advisor
- Promoting the HC *twoshare* car share scheme ([www.twoshare.co.uk](http://www.twoshare.co.uk))
- Promoting HC's *Safe Routes to School* and *Walking Buddy/Bus* schemes
- Liaising with local supermarket retailers to promote and co-ordinate home deliveries
- Providing umbrellas and personal attack alarms on occupation of each individual residential unit
- Providing public transport information such as routes and timetables of nearby services on occupation
- Providing all relevant travel information within the marketing suite, alongside copies of the TP

4.10 Consideration of other measures to encourage sustainable travel patterns were considered. Most notably was the potential to deliver a car club for the 300 dwelling development. However, after negotiations with car club operators their advice was that the development (due to its size and location) was unlikely to be able to sustain such a facility. Accordingly the TP proposes that residents take part in HC's *twoshare* Car Share Scheme.

4.11 The Holmer Site is ideally located to encourage and facilitate future trips by sustainable modes of travel. Furthermore, the *hard* and *soft* measures summarised above build upon this ideal location and will enable the delivery of a sustainable site that meets local, regional, national and international policy guidelines.

4.12 More detailed information on each of the suggested measures is provided in **Appendix A.**

## 5.0 OBJECTIVES, TARGETS AND MONITORING

5.1 The development of an effective TP not only relies on the initial measures proposed but also the setting of appropriate targets and monitoring methods. This section

details the methods that will be introduced to ensure that the significant raft of *soft* and *hard* measures proposed are working effectively.

- 5.2 A TP is not a one off document or a static event. A TP is an evolving process that requires continuous input, monitoring and review to ensure it is meeting the defined objectives. This section outlines the framework for future management, monitoring and review of the Holmer TP.

### **Objectives**

- 5.3 The objectives of this TP have been set in line with local, regional and national green travel policy objectives.
- 5.4 The development of the Holmer Site and the accompanying TP seek to
- promote the use of public transport for employment, leisure and retail trips
  - deliver infrastructure and softer travel measures to encourage walking and cycling
  - reduce the number of single occupancy car trips
  - reduce the dependency on the private car and enable residents to realise their potential for sustainable travel
  - ensure that the residential development is located and developed to facilitate commuting, leisure and recreation trips by modes of travel other than the private car in line with local and national policy
- 5.5 On complete occupation of the Holmer Site CSP will have achieved many of the objectives listed above.

### **Management**

- 5.6 To ensure that the TP is efficiently managed and that the measures outlined in **Section 4.0** are effectively introduced CSP will appoint a TP Co-ordinator. This Co-ordinator will be appointed prior to the occupation of the first unit.
- 5.7 The TP Co-ordinator will be the first port of call for residents regarding travel and transport issues. The TP Co-ordinator will also liaise between HC and CSP, providing update reports on the progress of the delivery of the measures and progress of the meeting the targets.



- 5.8 The TP Co-ordinator will also lead the marketing and awareness campaigns to promote sustainable travel through the TP. They will also liaise with the Parish Council to ensure that the community as a whole is aware of the benefits that the TP measures can offer. The opportunity of providing a web-based TP service provided by CSP and managed by the Parish Council will be explored.

### **Monitoring**

- 5.9 The following monitoring methods will be used to determine whether the initial targets set in the TP at paragraph 5.12 below ("the Targets") have been met upon occupation of the development:

- Short travel survey (questionnaire) to determine mode split and car ownership levels on site (to be first carried out when the site is 50% occupied)
- Manual Classified Turning Count survey at the main site access in AM (0730:0930) and PM (1630:1830) weekday peak periods
- Vehicle Registration Matching survey at main site access and the Starting Gate Roundabout

- 5.10 The manual classified turning count and vehicle registration surveys will be undertaken in a neutral month and on a neutral weekday during the next neutral month following occupation of the final dwelling in the Holmer Site development ("the target date"). These surveys will allow the assessment of whether the targets outlined below see paragraph 5.12 have been met.

- 5.11 The Holmer site will be resurveyed annually for 3 years as set out in table 5.19 [The information resulting from the surveys outlined in this paragraph can then be used by HC to inform future transport policy and green travel guidelines.

### **Targets & Sanctions**

- 5.12 As part of the planning process the trip generation for the proposed development at the Holmer Site were agreed with both HC and the Highways Agency (HA). These trip rates (which are detailed in the 2006 Transport Assessment) were then used to inform the decision making process in terms of improvements required to sustainable transport networks and the local highway network. Given the significant contributions CSP are making to sustainable transport improvements (in terms of the on-site

layout, Section 106 contributions# and Section 278 Agreement) then it is considered that these agreed trip rates ("the Targets") should constitute the TP targets. **Table 5** details the agreed level of vehicle trips for the Holmer Site.

	TOTAL IN + OUT(vehs)
AM PEAK HOUR	210
PM PEAK HOUR	219

**Table 5: Permitted Peak Hour Holmer Site Traffic**

5.13 As outlined above, the Holmer Site should be monitored upon occupation of the final dwelling and arrangements for [ongoing monitoring] need to be in place to ensure the long-term success of the travel plan during it's life time. The monitoring methods, see paragraph 5.9, will allow the TP Co-ordinator to establish whether the Holmer Site is indeed achieving the agreed trip rates and whether the measures outlined in this TP are actually encouraging the established number of sustainable trips and thereby restraining car use to the previously agreed level.

5.14 If it is found during this survey and ongoing monitoring that the level of permitted vehicle trips is being exceeded by a material amount (i.e. there are more residents using cars than estimated) and it has been demonstrated by HC that they have spent 75% of the Section 106 contributions# on sustainable access improvements to the Holmer Site then appropriate sanctions should be applied (in line with *Circular 05/05* and being fairly and reasonably related to the traffic generated by the Development). These sanctions should only include the consideration of new or improved *soft* measures at or within the Site or for the benefit of new residents as listed in paragraph 4.9 above or in this paragraph 5.15 below for introduction to promote sustainable travel to the Holmer Site. Below is a summary of the sanctions that may be imposed in the future should it be robustly proven that the Targets in this TP have not been achieved:

- Adjust access junction cycle timings to optimise sustainable travel modes
- Review the take-up and promotion of the car sharing scheme
- Consider improved marketing of the Travel Plan and associated soft measures
- Any of the measures referred to in paragraph 4.9 above

5.15 Stated target date (set as occupation of the final Dwelling).

- 5.16 If after three years of the original target date, HC still hasn't spent all of the Section 106 contributions# on the stated improvements then) and the Targets have not been met revised and revised targets should be agreed that allow for the reduction in sustainable transport network opportunities hoped for by CSP and which would otherwise have been funded by the Section 106 contributions#.

#### **Starting Gate Roundabout**

- 5.17 It has been agreed with the HA that the Holmer Site will not cause a significant impact upon the operation of the Starting Gate roundabout (i.e.that volumes of traffic using this junction and originating at the Holmer site will be within 5% of the baseline conditions as specified in the 2006 transport assessment and the survey undertaken prior to commencement of the development).
- 5.18 It is also proposed that surveys of the volume of traffic using the Starting Gate roundabout will be carried out immediately before commencement of the development. The survey that will be undertaken upon occupation of the final dwelling will allow the TP Co-ordinator to establish the volume of Holmer Site traffic using the Starting Gate roundabout. If as a result of the post-development survey it is found that levels of traffic generated by the Holmer development exceed a 5% increase in traffic using the Starting Gate roundabout as mentioned in the 2006 survey (described as *nil-detriment* by the HA) and HC has demonstrated that they have spent a minimum of 75% of the Section 106 contributions# on the matters referred to in the relevant section of the Fourth Schedule of the Section 106 Agreement then CSP will fund reasonable improvements details of which shall be previously agreed with CSP and the Travel Plan Steering Group to physically restrict vehicular traffic from the Holmer development. Any improvements would need to be in line with the *Circular 05/05*.

#### **Summary**

- 5.19 In summary, the Targets are based upon achieving or bettering the permitted peak hour development trips (or less) upon occupation of the final dwelling. **Table 6** shows the monitoring methods that will be undertaken.

<b>Date</b>	<b>Monitoring Methods</b>
Immediately before commencement of the development	<b>Traffic survey at Starting Gate roundabout</b> (Traffic counts)
<b>Development 50% occupied</b>	Questionnaire
<b>Year 1: During the next neutral month following occupation of the final Dwelling comprised in the Development</b>	Questionnaire Site access MCTC survey Vehicle Registration Survey (site access & Old School Lane) Traffic counts at the Starting Gate roundabout
<b>Year 2 -</b>	Questionnaire Site access MCTC survey Vehicle Registration Survey (site access & Old School Lane) Traffic counts at the Starting Gate roundabout
<b>Year 3 -</b>	Questionnaire Site access MCTC survey Vehicle Registration Survey (site access & Old School Lane) Traffic counts at the Starting Gate roundabout
<b>Year 4</b>	Questionnaire Site access MCTC survey Vehicle Registration Survey (site access & Old School Lane) Traffic counts at the Starting Gate roundabout

**Table 6: Monitoring Methods**

## **6.0 CONCLUSIONS**

- 6.1 Crest Strategic Projects and SK Transport Planning Ltd are pleased to be able to submit this residential Travel Plan to Herefordshire Council and the Highways Agency.
- 6.2 The Travel Plan demonstrates Crest Strategic Projects commitment to sustainable development and encouraging future trips to the site by sustainable modes. As can be seen from the raft of measures included in this document Crest Strategic Projects has been proactive in delivering both *hard* and *soft* measures to encourage sustainable travel. This is a reflection of the positive approach that Crest Strategic Projects as a company is taking to encouraging all their future development to meet the needs of the present communities without compromising the needs of future communities.
- 6.3 To conclude, this residential Travel Plan seeks to build upon the sustainable location of the site through the provision of information enabling future residents to realise their potential for sustainable travel. Furthermore, the Travel Plan aims to promote travel choice through the provision of infrastructure to link into and facilitate the use of the existing public transport, cycling and walking networks.

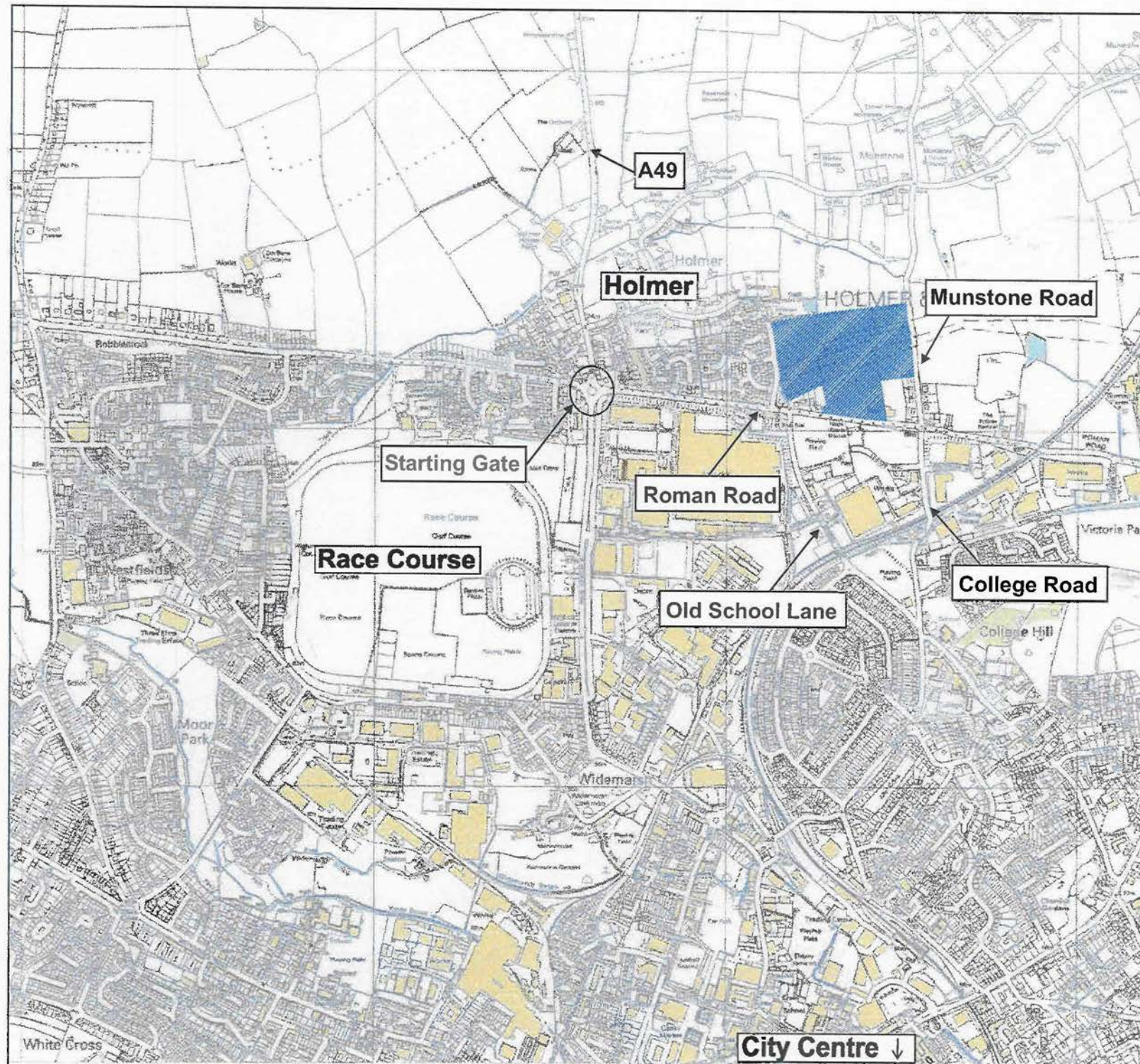
## PLANS



**KEY**



Site Area



**HOLMER, HEREFORD**

**PLAN 1**








Site Location and Local Highway  
Network

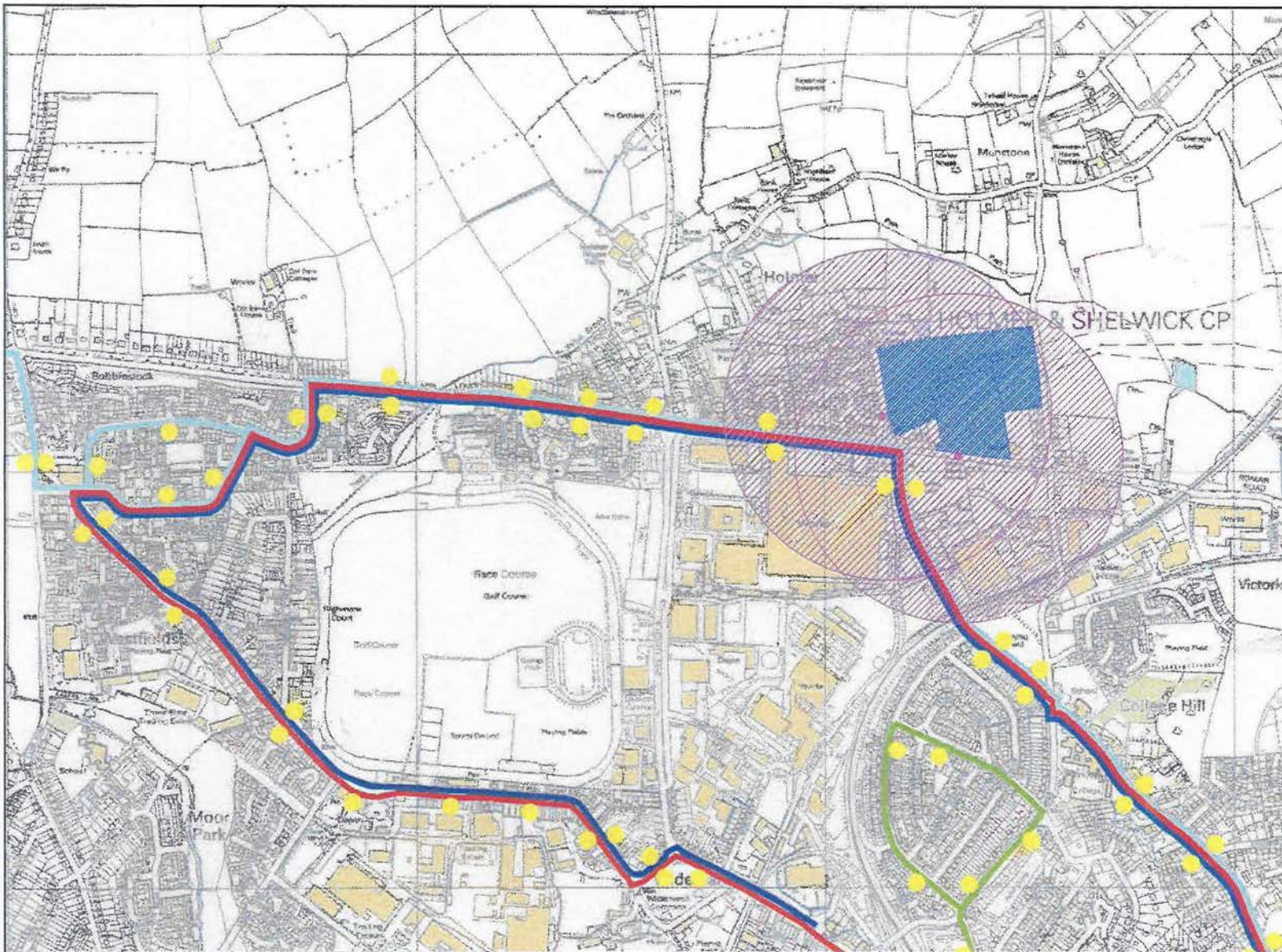
SK20702

NTS



KEY

-  77
-  77A
-  81
-  477
-  Bus stop
-  400m catchment
-  Site boundary



HOLMER, HEREFORD

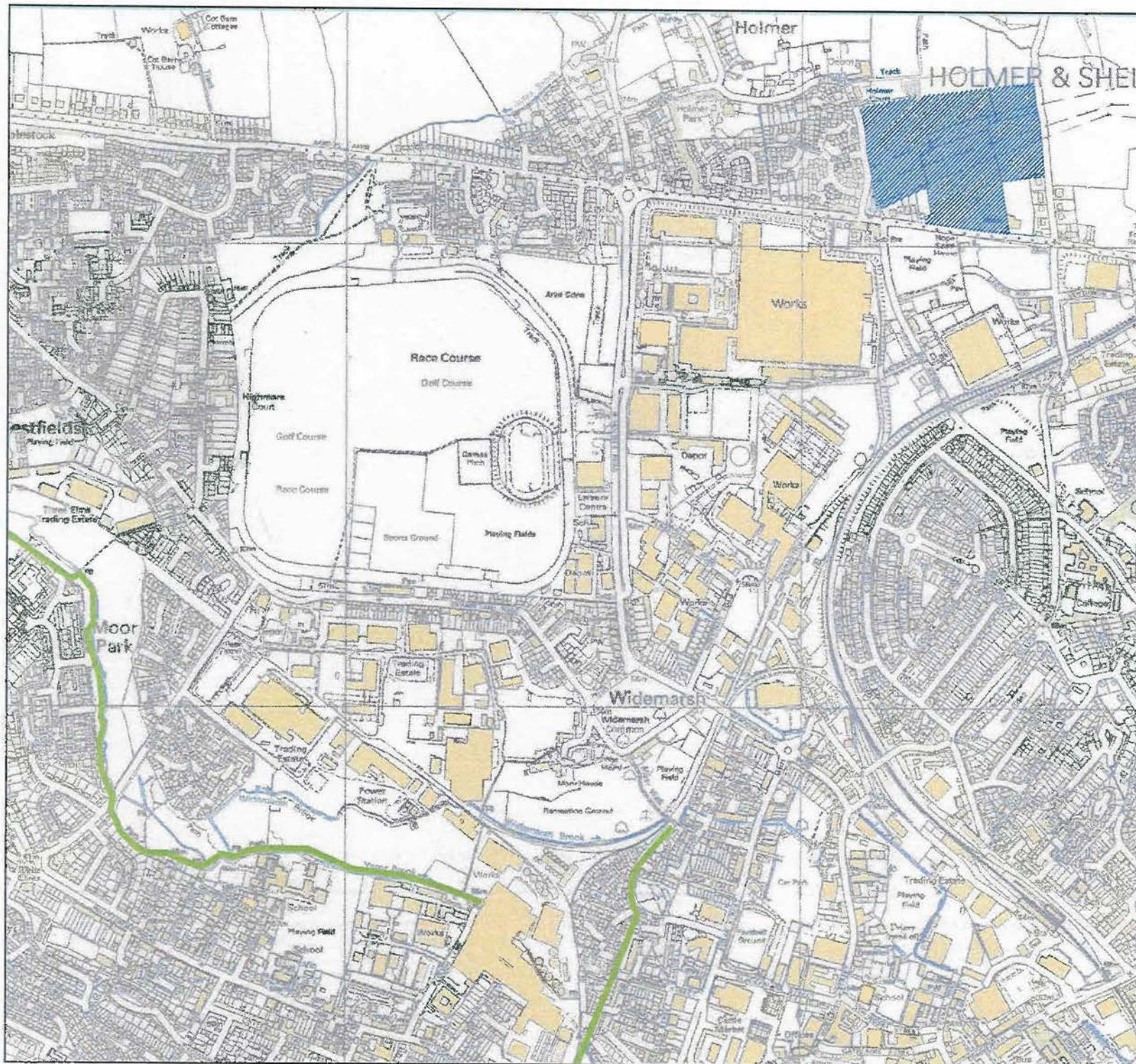
PLAN 2

Existing Public Transport

SK20702

NTS





**KEY**



Existing cycle  
route



Site area

**HOLMER, HEREFORD**

PLAN 3

Existing Cycling Network

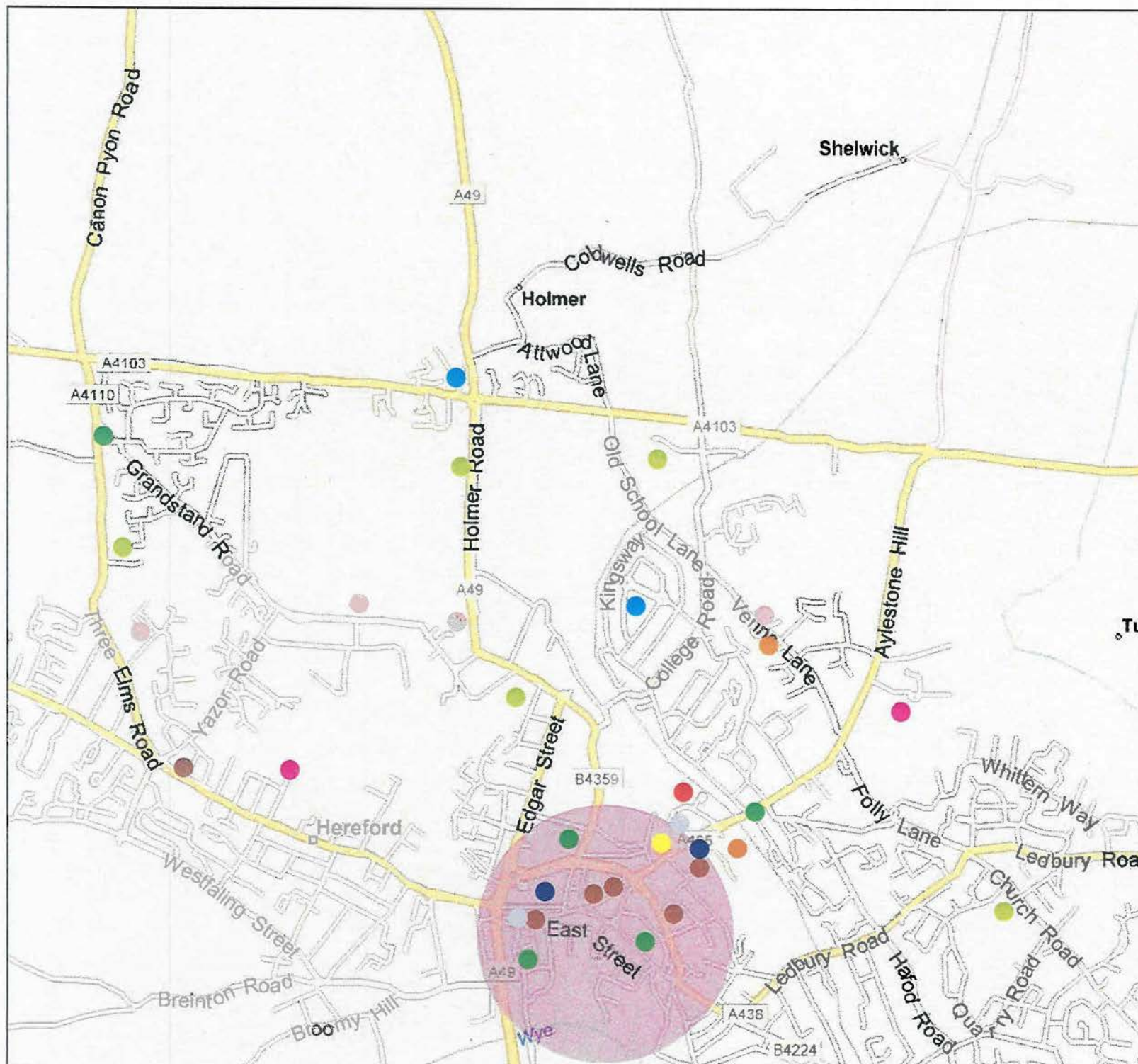
SK20702

NTS



KEY

- City Centre
- Local Shops
- Doctors Surgery
- Hospital
- Dentist
- Railway Station
- Bus Station
- Primary School
- Secondary School
- Supermarket
- Sports Facility
- Cinema



HOLMER, HEREFORD

PLAN 4

Facilities in the Vicinity of the Site

SK20702

NTS



KEY

- Internal loop road
- Internal loop road
- Courtyards/cul-de-sacs

HOLMER, HEREFORD

PLAN 5

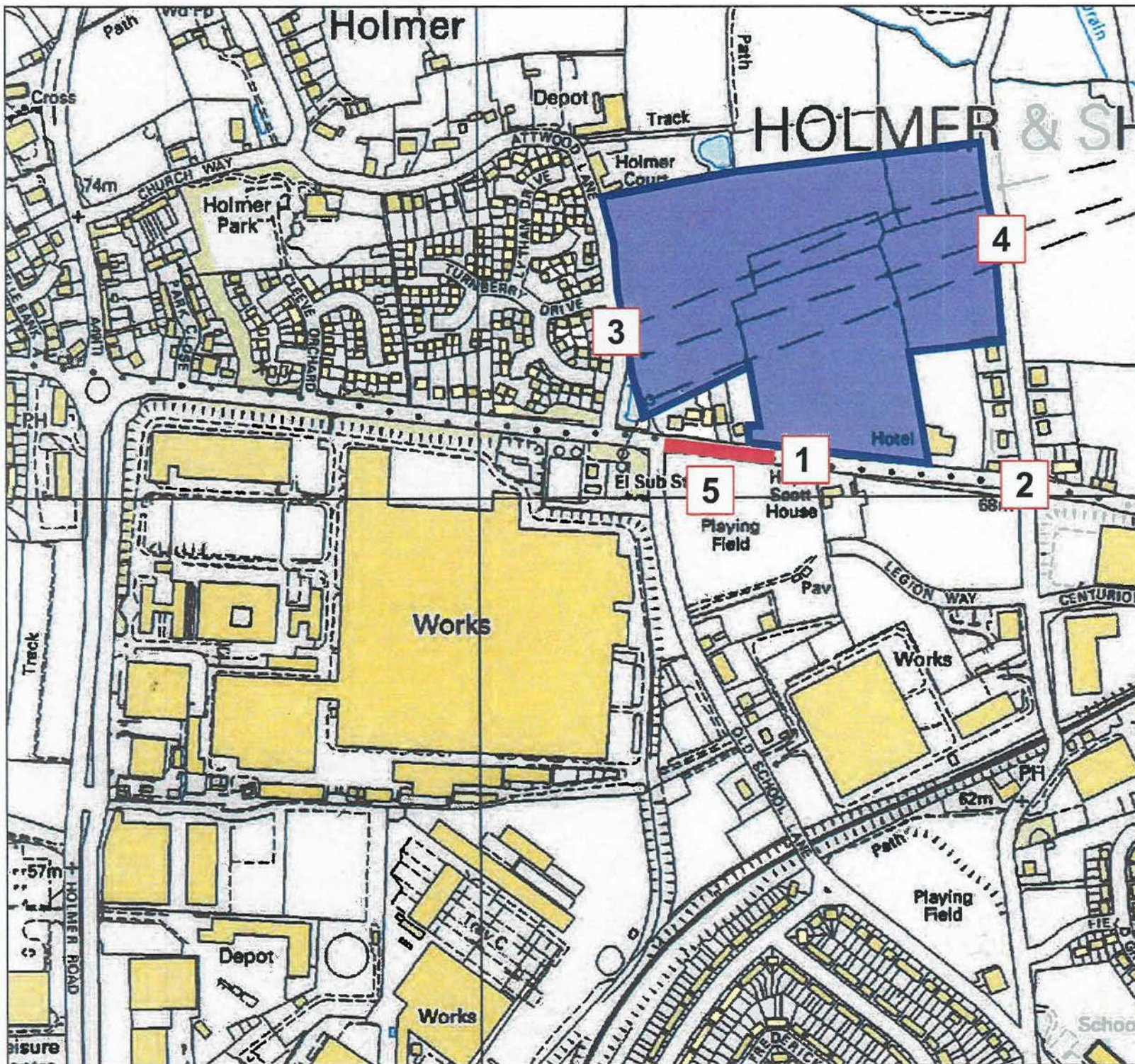
Illustrative Masterplan

SK20702

NTS







# **KEY**

## INFRASTRUCTURE DELIVERED BY THE DEVELOPER

- 1 Site access (toucan crossing)
- 2 Capacity and safety improvements
- 3 Pedestrian segregated access
- 4 Cycle access
- 5 New cycle routes

N.B. Please see Travel Plan for suggested Section 106 measures funded by the development

**HOLMER, HEREFORD**

**PLAN 6**

**Sustainable Transport Improvements**

SK20702

NTS



## **APPENDIX A**

### **SUGGESTED TRAVEL PLAN MEASURES**

Theme 1 Reducing the need to Travel and Ways to Improve Travel Choice	
Measure	Discussion
1. Provision for home working	<ul style="list-style-type: none"> <li>▪ Ensure all residential units have facilities to promote home working – multi-purpose room with internet access, a number of power points etc.</li> </ul>
2. Provision for home deliveries	<ul style="list-style-type: none"> <li>▪ Developer to look to work in partnership with local supermarkets to promote and co-ordinate home deliveries</li> </ul>
3. Provide information for each residential unit	<ul style="list-style-type: none"> <li>▪ Provide a Crest <i>Sustainable Welcome Pack</i> for all new residents including details of local facilities (including health services, schools, sports centres etc), bus services, pedestrian and cycle maps (showing cycle and pedestrian routes)</li> <li>▪ The provision of information to explain to residents easy walk and cycle routes to key destinations</li> <li>▪ Provide Travel Plan notice boards (displaying all relevant transport and travel information) in the lobbies of the apartment blocks</li> <li>▪ Provide A to Z maps to each residential unit</li> <li>▪ Run travel seminar sessions from a personal travel advisor</li> <li>▪ Provide updated public transport information to all residents (such as routes and timetables of nearby services)</li> <li>▪ Provide all relevant travel information within the marketing suite, alongside copies of the Travel Plan</li> </ul>

Theme 1 Reducing the need to Travel and Ways to Improve Travel Choice	
Measure	Discussion
4. Encouraging cycling	<ul style="list-style-type: none"> <li>▪ On request provide a folding bicycle to each occupant at discounted cost using an interest-free loan (to be stored within the property)</li> <li>▪ Provide secure resident and visitor cycle parking for all apartment blocks</li> </ul>
5. Encouraging walking	<ul style="list-style-type: none"> <li>▪ Ensure that the Travel Plan Co-ordinator promotes Herefordshire HC's <i>Safe Routes to School</i> and <i>Walking Buddy/Bus</i> schemes</li> <li>▪ Provide umbrellas and personal attack alarms on occupation of each individual residential unit</li> </ul>
6. Development of Herefordshire's Car Share Scheme	<ul style="list-style-type: none"> <li>▪ Encourage residents to sign up to the Herefordshire HC 'twoshare' Car Share Scheme (<a href="http://www.twoshare.co.uk">www.twoshare.co.uk</a>)</li> </ul>
7. Selling the message	<ul style="list-style-type: none"> <li>▪ Provide all relevant travel information at point of sale within the marketing suite, branded in the same style as the Travel Plan</li> <li>▪ Implement on-going promotion and marketing strategy contributions towards general public transport improvements as part of the redevelopment proposals.</li> <li>▪ Regularly update all public transport information</li> </ul>

Theme 2 On/Off-Site Sustainable Transport Improvements (* delivered through S106 contributions)##	
Measure	Discussion
1. Assist with upgrading nearby bus stops	<ul style="list-style-type: none"> <li>Developer to provide funding contributions to upgrade nearby bus stops on Roman Road*</li> </ul>
2. Improve pedestrian/cyclist safety	<ul style="list-style-type: none"> <li>Provide funding to deliver speed limit reduction on Roman Road to 30 mph*</li> <li>Improve lighting to existing highway, pedestrian and cycle routes leading to the site*</li> <li>Provision of off-road shared pedestrian/cycle route along the south side of Roman Road from College Road to Holmer Road*</li> <li>Provision of pedestrian/cycle route from the Starting Gate Roundabout south along the slip road along the A49 to Newtown Road and a new pedestrian crossing on the A49*</li> <li>New pedestrian/cycle route along Roman Road along Old School Lane to the railway bridge and upgrading existing footpath link to Holmer*</li> <li>Pedestrian/cycle route to link with the works proposed with the restoration of the Herefordshire/Gloucester Canal (including Aylestone Park)*</li> <li>Improving pedestrian and cyclist crossing facilities at the Starting Gate roundabout*</li> <li>Improved pedestrian and cycle access facilities from the development site access across Roman Road (using the new toucan crossing facilities) which then link the (proposed) Sustrans link on Munstone Road with Hereford City Centre (as part of the Section 278 works)</li> </ul>



Theme 3 Traffic Calming and Infrastructure Improvements (* delivered through S106 contributions)	
Measure	Issues
1. Highway Safety Schemes	<ul style="list-style-type: none"> <li>Traffic calming on Attwood Lane, Munstone Road and Coldwells Road/Church Way*###</li> <li>Traffic calming in Old School Lane and College Road to link to traffic calming in Venns Lane*###</li> <li>Cycle parking to be provided in preferential locations near building entrances</li> </ul>
2. Upgrade to Infrastructure	<ul style="list-style-type: none"> <li>Financial contributions towards the upgrade of the Roman Road railway bridge*</li> </ul>

# i.e. the financial contributions described in the Section 106 Agreement as the Off Site Highway Contribution

## Theme 2 Funding and Theme 3 Item 1 Funding is now satisfied by the Off Site Highway Contribution of £450,000 contained in Schedule 4 of the Section 106 Agreement

### Theme 3 Item 2 Funding is now satisfied by the New Bridge Contribution of £138,000

SIGNED as a deed by  
WILLIAM HAROLD DOUGLAS HARTLAND  
in the presence of:-

[REDACTED]

DENIK BACKHOUSE  
6 KING STREET  
HEREFORD  
SOLICITOR

SIGNED as a deed by  
MARGARET ANNE HARTLAND  
in the presence of:-

[REDACTED]

DENIK BACKHOUSE  
6 KING STREET  
HEREFORD  
SOLICITOR

SIGNED as a deed by  
SPECIAL METALS WIGGIN LIMITED  
acting by two Directors or a Director and  
their Secretary:-

) [REDACTED]  
)  
)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

) [REDACTED]  
)  
)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

)  
)  
)  
)

Director

Director/Secretary

[REDACTED]

SIGNED as a deed by  
MARY PULLEN

[REDACTED]

JOHN DILLON  
CASTLE NIBBLE  
LITTLE BIRCH  
HEREFORD  
SURVEYOR

) [REDACTED] (Attorney)  
)  
)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

SIGNED as a deed by  
MALCOLM RICHARD SPEIGHT  
in the presence of:-

[REDACTED]

DERMOT DAHLDOUSE  
6 KING STREET  
HOREFOND  
SOLICITOR

SIGNED as a deed by  
GEOFFREY HOLMES SHORE  
in the presence of:-

[REDACTED]

JULIA DAVIES  
4, THE GLEN  
LITTLE HAVEN  
PEMBS

P.O. Carter Assistant

SIGNED as a deed by  
CREST STRATEGIC PROJECTS  
LIMITED  
acting by

)  
)  
)

[REDACTED]

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

)  
)  
)

[REDACTED]

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

)  
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)  
)

[REDACTED]

Director

Dire

[REDACTED]

## **OUTLINE PLANNING PERMISSION**

**Applicant:**

Crest Strategic Projects Ltd  
Crest House  
39 Thames Street  
Weybridge  
Surrey  
KT13 8JL

**Agent:**

D2 Planning  
1st Floor  
4 Stoke Lane  
Westbury-on-Trym  
Bristol  
BS9 3DL

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Date of application: 9th August 2006

Application code: **DCCW2006/2619/O**

Grid ref: 51327,42272

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Proposed development:

**SITE:** Land to the North of Roman Road, Holmer, Hereford HR1 1LE

**DESCRIPTION:** Residential development (300 Dwellings) including access from Roman road  
essential infrastructure open space balancing pond landscaping roads  
parking footpaths cycleway and engineering earth works

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THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL hereby gives notice in pursuance of the provisions of the above Acts that OUTLINE PLANNING PERMISSION has been GRANTED for the development described above in accordance with the application and plans submitted to the authority subject to the following conditions:

1. Application for approval of the reserved matters shall be made to the local planning authority before the expiration of three years from the date of this permission.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

2. The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of the approval of the last reserved matters to be approved, whichever is the later.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

3. Approval for each phase of the development hereby permitted of the details of the layout, scale, appearance and landscaping (hereinafter called "the reserved matters") shall be obtained from the local planning authority in writing before any development in that phase is commenced.

Reason: To enable the local planning authority to exercise proper control over these aspects of the development and to secure compliance with policy DR1 of the Herefordshire Unitary Development Plan.

4. Plans and particulars of the reserved matters referred to above relating to the layout, scale, appearance and landscaping, shall be submitted in writing to the local planning authority and shall be carried out as approved.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

5. The development shall accord with the layout and design principles detailed on the Master Plan drawing number 14067-14 rev F unless otherwise agreed in writing with the local planning authority.

Reason: To ensure adherence to the Master Plan in the interests of a satisfactory form of development and secure compliance with policies DR1 and H13 of the Herefordshire Unitary Development Plan.

6. The construction of the development shall be phased in accordance with the phasing plan drawing number PH/01 titled 'Phasing Plan' unless otherwise agreed in writing with the local planning authority.

Reason: To ensure the development is properly phased in the interests of visual and residential amenity and secure compliance with policies DR1 and H13 of the Herefordshire Unitary Development Plan.

7. Prior to the commencement of the development on each phase as detailed on the phasing plan, samples of materials to be used externally on walls and roofs shall have 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 that the materials harmonise with the surroundings so as to ensure that the development complies with the requirements of Policy DR1 of Herefordshire Unitary Development Plan

8. Flood storage compensation, shall be carried out, in accordance with the details submitted, including the Flood Risk Assessment dated 13.06.06 ("the FRA"), including plan C SA 03 S2 A1, unless otherwise agreed in writing by the local planning authority, in consultation with the Environment Agency.

Reason: To minimise flood risk and enhance the flood regime of the local area in accordance with policy DR7 of the Herefordshire Unitary Development Plan.

9. No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water regulation system including the use of Sustainable Urban Drainage Systems, as detailed within the FRA dated 13.06.06, has been submitted to and approved in writing by the local planning authority. Surface water generated from the site shall be limited to the equivalent Greenfield runoff rate for the site. The scheme shall be implemented in accordance with the approved details, unless otherwise agreed in writing by the local planning authority, in consultation with the Environment Agency.

Reason: To prevent the increased risk of flooding and provide water quality benefits by ensuring the provision of a satisfactory means of surface water disposal and to comply with policy DR7 of the Herefordshire Unitary Development Plan.

10. Finished floor levels shall be set no lower than 63.9m AOD, unless otherwise agreed in writing by the local planning authority.

Reason; To protect the proposed dwellings from flood risk for the lifetime of the development and to comply with policy DR7 of the Herefordshire Unitary Development Plan 2007.

11. All foul drainage from the development shall be discharged to the mains foul sewer unless otherwise agreed in writing with the local planning authority.

Reason: To provide a sustainable foul drainage system and prevent pollution of the water environment and to comply with policies DR4 and CF2 of Herefordshire Unitary Development Plan.

12. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the site being drained.

Reason: To prevent pollution of the water environment and comply with policy DR4 of Herefordshire Unitary Development Plan.

13. Any facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound shall be at least equivalent to the capacity of the tank plus 10%. If there is multiple tankage, the compound shall be at least equivalent to the capacity of the largest tank, vessel or the combined capacity of interconnected tanks or vessels plus 10%. All filling points, associated pipework, vents, garages and sight glasses must be located within the bund or have separate secondary containment. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipework shall be located above ground and protected from accidental damage. All filling points and tank/vessels overflow pipe outlets shall be detailed to discharge downwards into the bund.

Reason: To prevent pollution of the water environment and comply with policy DR4 of Herefordshire Unitary Development Plan.

14. During the construction phase, no machinery shall be operated, no process shall be carried out and no deliveries taken at or despatched from the site and no other works shall take place outside the following times: Mondays to Fridays 07:30 - 18:00, Saturdays 08:30 - 1700 nor at any time on Sundays, Bank or Public Holidays.

Reason: In order to protect the amenity of occupiers of nearby properties and to comply with Policy DR1 of Herefordshire Unitary Development Plan.

15. No materials or substances shall be incinerated within the application site during the construction phase.

Reason: To safeguard residential amenity and prevent pollution and to comply with Policy DR4 of Herefordshire Unitary Development Plan.

16. The access as detailed on drawing number MR09750 Figure 11 shall be constructed in accordance with a specification to be submitted to and approved in writing by the local planning authority prior to the commencement of the development. The access shall be completed in accordance with the approved details prior to the commencement of any other development on site.

Reason: To ensure a safe access is provided prior to the commencement of any other works in the interests of highway and pedestrian safety and to comply with policy DR3 of the Herefordshire Unitary Development Plan.

17. Prior to commencement of development a method statement shall be submitted to and approved in writing by the local planning authority in order to minimise the amount of dust and dirt emanating from the site during the construction period. The development shall be carried out in accordance with the agreed method statement.

Reason: To safeguard the amenities of the locality and in the interests of highway safety and to comply with policies DR3 and DR4 of the Herefordshire Unitary Development Plan.

18. No development shall take place until the developer has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the local planning authority. This programme shall be in accordance with a brief prepared by the County Archaeology Service.

Reason: To ensure the archaeological interest of the site is recorded and to comply with the requirements of Policy ARCH6 of Herefordshire Unitary Development Plan.

19. Notwithstanding the provisions of Schedule 2, Part 1 Class F of the the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no new permeable or impermeable hardstanding shall be created between any highway or footpath and the frontages of the approved dwellings (other than expressly authorised by this permission and any reserved matters approval).

Reason: In order to maintain the visual amenities of the area and to comply with policy H13 of Herefordshire Unitary Development Plan.

20. All integral garages and access thereto must be reserved for the garaging or parking of private motor vehicles and the integral garages shall at no time be converted to habitable accommodation or used for any other purpose incidental to the enjoyment of the dwellinghouse as such.

Reason: To ensure adequate off street parking arrangements remain available at all times and to comply with Policy H18 of Herefordshire Unitary Development Plan.

21. No development shall take place within each phase as detailed on the phasing plan until there has been submitted to and approved in writing by the Local Planning Authority a plan for each phase indicating the positions, type, design, height and materials of any boundary treatment to be erected. The boundary treatment relating to any dwelling within each phase shall be completed before that dwelling within that phase is occupied. Development shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity, to ensure the dwellings have an acceptable standard of privacy and to conform to Policy DR1 of Herefordshire Unitary Development Plan.

22. Unless otherwise agreed in writing by the local planning authority and save as authorised by reserved matters approvals or to allow the laying, diversion or maintenance of services, access visibility splays and service media none of the existing trees and/or hedgerows on the site shall be removed, felled lopped or pruned without the prior written approval of the local planning authority.

Reason: To safeguard the amenity of the area and ensure the development accords with policy DR1 of the Herefordshire Unitary Development Plan.

23. The details to be submitted under condition 3 shall include:

### Soft landscaping

- a) A plan(s) showing details of all existing trees and hedges on the application site. The plan should include, for each tree/hedge, the accurate position, species and canopy spread, together with an indication of which are to be retained and which are to be removed.
- b) A plan(s) at a scale of 1:200 or 1:500 showing the layout of proposed tree, hedge and shrub planting and grass areas
- c) A written specification clearly describing the species, sizes, densities and planting numbers and giving details of cultivation and other operations associated with plant and grass establishment.

### Hard landscaping

- a) Existing and proposed finished levels and contours including floor levels of dwellings
- b) Car parking layout and other vehicular and pedestrian areas
- c) Hard surfacing materials
- d) Minor structures (e.g. play equipment, street furniture, lighting, refuse and recycling areas, signs, covered cycle storage etc.)
- e) Location of existing and proposed functional services above and below ground (e.g. drainage, power, communications cables, pipelines etc. indicating routes, manholes, supports etc.).

Reason: In order to maintain the visual amenities of the area and to conform with Policy LA6 of Herefordshire Unitary Development Plan.

24. All works approved under Condition 23 above shall be carried out in accordance with the approved details. The hard landscape works shall be completed prior to the first occupation of any dwelling within that phase as detailed on the phasing plan and soft landscaping completed in the first planting season following occupation of any dwelling in that phase. All landscaping shall be maintained for a period of five years from date of planting. During this time, any trees, shrubs or other plants which are removed, die or are seriously retarded shall be replaced during the next planting season with others of similar sizes and species unless the Local Planning Authority gives written consent to any variation. If any plants fail more than once they shall continue to be replaced on an annual basis until the end of the 5-year maintenance period.

Reason: To ensure each phase of the development is satisfactorily completed prior to occupation of the dwellings in the interests of visual and residential amenity and to comply with policies H13 and LA6 of Herefordshire Unitary Development Plan.

25. In condition 23, 'retained tree/hedgerow' means an existing tree/hedgerow that is to be retained in accordance with the approved plans and particulars. In relation to these:
- a) No development, including demolition works shall be commenced on site or site huts, machinery or materials brought onto the site, before adequate measures have been taken to prevent damage to those trees/hedgerows that are to be retained. Measures to protect those trees/hedgerows must include:
  - b) Root Protection Areas for each hedgerow/tree/group of trees must be defined in accordance with BS5837: 2005 - Trees in relation to construction, shown on the site layout drawing and approved by the Local Planning Authority.



- c) Temporary protective fencing, of a type and form agreed in writing with the Local Planning Authority must be erected around each hedgerow, tree or group of trees. The fencing must be at least 1.25 metres high and erected to encompass the whole of the Root Protection Areas for each hedgerow/tree/group of trees.
- d) No excavations, site works or trenching shall take place, no soil, waste or deleterious materials shall be deposited and no site huts, vehicles, machinery, fuel, construction materials or equipment shall be sited within the Root Protection Areas for any hedgerow/tree/group of trees without the prior written consent of the Local Planning Authority.
- e) No burning of any materials shall take place within 10 metres of the furthest extent of any hedgerow or the crown spread of any tree/group of trees to be retained.
- f) There shall be no alteration of soil levels within the Root Protection Areas of any hedgerow/tree/group of trees to be retained.

Reason: To safeguard the amenity of the area and to ensure that the development conforms with Policies DR1 and LA5 of Herefordshire Unitary Development Plan.

26. The plans and particulars (submitted in accordance with condition 3 above) shall be in accordance with BS5837: 2005 - Trees in relation to construction, and shall include:

- a) A topographical survey. This shall include all trees present on the site that are over 75mm stem diameter, measured at 1.5 m above ground level. Trees over this size growing on land adjacent to the site, whose branches overhang the site boundary, shall also be included.
- b) A tree survey. This shall include details of all trees included in the topographical survey. A schedule to the survey shall provide a reference number (to be recorded on the tree survey plan), species, height in metres, stem diameter in millimetres at 1.5 metres above ground level, branch spread in metres, height in metres of crown clearance above adjacent ground level, age class, physiological condition, structural condition, preliminary management recommendations, estimated remaining contribution in years and retention category grading.
- c) A tree constraints plan. This shall include details of the below ground constraints, represented by defined Root Protection Areas and the above ground constraints that the trees pose by virtue of their size and position.
- d) An Arboricultural Implications Assessment. This shall identify, evaluate and mitigate where appropriate the extent of direct and indirect impacts on existing trees that may arise as the result of any site layout proposal.
- e) An Arboricultural Method Statement. This shall provide a methodology for any aspect of development that has the potential to result in loss or damage to a tree. (It will include details of a monitoring regime of ongoing development operations by a qualified arboriculturalist to ensure full compliance with the Arboricultural Method Statement and the approved Tree Protection Plan.
- f) A Tree Protection Plan. This shall include details of trees selected for retention, trees selected for removal, the location of protective barriers and any other physical protection measures, design details of the proposed protective measures and areas of structural landscaping to be protected from construction operations, to prevent soil compaction.

Reason: To safeguard the amenity of the area and to ensure that the development conforms with Policies DR1 and LA5 of Herefordshire Unitary Development Plan

27. A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas including the balancing pond area and adjoining land identified for biodiversity enhancement in the Landscape and Ecological Management Plan, other than privately owned domestic gardens shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the development or any phase of the development, whichever is the sooner, for its permitted use. The landscape management plan shall be carried out as approved.

Reason: In order to maintain and enhance the nature conservation interest of the site visual amenity of the area and to comply with Policies NC1 and LA6 of Herefordshire Unitary Development Plan.

28. Save for emergency access, provision shall be made for a single vehicular access onto the A4103 only. Save for emergency access, there shall be no other vehicular access to serve the development.

Reason: To ensure the safe and free flow of traffic using the adjoining highway and to conform with the requirements of policy DR3 of the Herefordshire Unitary Development Plan.

29. The development hereby permitted is for the construction of no more than 300 affordable and open market residential units.

Reason: To define the terms of this permission and to ensure the development is of an appropriate density and character for the site and its surroundings and to conform with policy H13 of Herefordshire Unitary Development Plan.

30. Within 3 months of the commencement of the development details of the main central play area and central area of open space (which shall be no less than 0.4 hectares in area) including equipment, surfacing, landscaping, means of enclosure, provision of seating and litter bins and other minor artefacts shall be submitted for approval in writing by the local planning authority. The play area and central area of open space shall be constructed and completed in accordance with the approved details prior to occupation of the 125th dwelling.

Reason: To ensure the play area is suitably equipped and available for use at the appropriate stage of development in order to comply with policies H19 and RST3 of Herefordshire Unitary Development Plan.

31. Prior to the commencement of the development, details (to include scaled plans) of the off site highway works/improvements to the Munstone Road/Roman Road/College Road junction and the site access including a length of cycleway along the south side of Roman Road linking the site access to Old School Lane shall be submitted for the approval in writing by the local planning authority. These works shall have been completed in accordance with the approved details prior to occupation of the 100th dwelling or in accordance with a timetable to be agreed in writing with the local planning authority.

Reason: To ensure the safe and free flow of traffic on the highway and to comply with policy DR1 of Herefordshire Unitary Development Plan..

32. Development shall not begin until the engineering details and specification of the proposed internal roads and highway drains have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details and completed prior to first occupation of any dwelling within each phase as detailed on the phasing plan.

Reason: To ensure an adequate and acceptable means of access is available before the dwellings within each phase are occupied and to conform with policy DR3 of the Herefordshire Unitary Development Plan.

33. Development shall not begin until wheel cleaning apparatus has been provided in accordance with details to be submitted to and approved in writing by the local planning authority, and which shall be operated and maintained during construction of the development hereby approved.

Reason: To ensure that the wheels of vehicles are cleaned before leaving the site in the interests of highway safety and to conform with the requirements of Policy DR3 of Herefordshire Unitary Development Plan

34. Development shall not begin until parking for site operatives and visitors has been provided within the application site in accordance with details to be submitted to and approved by the local planning authority and such provision shall be retained and kept available during construction of the development.

Reason: To prevent indiscriminate parking in the interests of highway safety and to conform with the requirements of Policy DR3 of Herefordshire Unitary Development Plan

35. Prior to the first occupation of any dwelling to which this permission relates an area for car parking shall be laid out within the curtilage of that property, in accordance with the approved plans which shall be properly consolidated, surfaced and drained, in accordance with details to be submitted to and approved in writing by the local planning authority and those areas shall not thereafter be used for any other purpose than the parking of vehicles.

Reason: In the interests of highway safety and to ensure the free flow of traffic using the adjoining highway and to conform with the requirements of Policy T11 of Herefordshire Unitary Development Plan

36. No development shall take place until a Site Waste Management Plan has been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the provisions of the approved Plan.

Reason: In the interests of pollution prevention and efficient waste minimisation and management so as to comply with Policies S10 and DR4 of Herefordshire Unitary Development Plan.

37. Prior to the commencement of the development within each phase, a detailed plan, showing the levels of the existing site, the proposed slab levels of the dwellings approved and a datum point outside of the site, shall be submitted to and be approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

Reason: In order to define the permission and ensure that the development is of a scale and height appropriate to the site so as to comply with Policy DR1 of Herefordshire Unitary Development Plan.

#### **Informatives:**

1. The decision to grant planning permission has been taken having regard to the policies and proposals in the Herefordshire Unitary Development Plan 2007 set out below, and to all relevant material considerations including Supplementary Planning Guidance:

S1 - Sustainable development  
 S2 - Development requirements  
 S3 - Housing  
 S6 - Transport  
 S8 - Recreation, sport and tourism  
 S10 - Waste  
 S11 - Community facilities and services  
 DR1 - Design  
 DR2 - Land use and activity  
 DR3 - Movement  
 DR4 - Environment  
 DR5 - Planning obligations  
 DR7 - Flood risk  
 H1 - Hereford and the market towns: settlement boundaries and established residential areas  
 H2 - Hereford and the market towns: housing land allocations  
 H9 - Affordable housing  
 H13 - Sustainable residential design  
 H15 - Density  
 H16 - Car parking  
 H19 - Open space requirements  
 T1 - Public transport facilities  
 T6 - Walking  
 T7 - Cycling  
 T8 - Road hierarchy  
 T11 - Parking provision  
 T14 - School travel  
 T16 - Access for all  
 LA3 - Setting of settlements  
 LA5 - Protection of trees, woodlands and hedgerows  
 LA6 - Landscaping scheme  
 NC5 - European and nationally protected species  
 NC6 - Biodiversity action plan priority habitats and species  
 NC8 - Habitat creation, restoration and enhancement  
 ARCH1 - Archaeological assessment and field evaluation  
 RST1 - Criteria for recreation, sport and tourism development  
 RST3 - Standards for outdoor playing and public open space  
 RST6 - Countryside access  
 RST7 - Promoted recreational routes  
 CF1 - Utility services and infrastructure  
 CF2 - Foul drainage  
 CF5 - New community facilities  
 W11 - Development - waste implications

This informative is only intended as a summary of the reasons for grant of planning permission. For further detail on the decision please see the application report by contacting The Hereford Centre, Garrick House, Widemarsh Street, Hereford (Tel: 01432-261563).

2. For the avoidance of any doubt the plans for the development hereby approved are as follows:- Location Plan Scale 1:10,000, Masterplan - 14067-14 Rev F and Access Plan - MR09750 Figure 11, Phasing Plan PH/01
3. This planning permission is pursuant to a planning obligation under Section 106 of the Town and Country Planning Act 1990 incorporating a residential travel plan.

4. This permission does not extinguish any rights of way which may exist over the site nor does it imply that such rights of way may be diverted or otherwise altered.
5. This planning permission does not authorise the applicant to carry out works within the publicly maintained highway and Mr. C. Hall, Area Manager (Central), Thorn Business Park, Rotherwas, Hereford, HR2 6JT Tel: 01432-260786, shall be given at least 28 days' notice of the applicant's intention to commence any works affecting the public highway so that the applicant can be provided with an approved specification for the works together with a list of approved contractors.
6. No work on the site should commence until engineering details of the improvements to the public highway have been approved by the Highway Authority and an agreement under Section 278 of the Highways Act 1980 entered into. Please contact Area Engineer (Development Control) Central], Kemble House, Broad Street, Hereford, HR4 9AR to progress the agreement.
7. The developer is required to submit details of the layout and alignment, widths and levels of the proposed roadworks, which shall comply with any plans approved under this planning consent unless otherwise agreed in writing, together with all necessary drainage arrangements and run off calculations to Mr. A. Byng, Section 38 Manager, Engineering Services, PO Box 236, Hereford, HR1 2ZA. No works on the site of the development shall be commenced until these details have been approved and an Agreement under Section 38 of the Highways Act 1980 entered into.
8. It is not known if the proposed roadworks can be satisfactorily drained to an adequate outfall. Unless adequate storm water disposal arrangements can be provided, Herefordshire Council, as Highway Authority, will be unable to adopt the proposed roadworks as public highways.

The applicant is, therefore, advised to submit the engineering details referred to in this conditional approval to Mr. A. Byng, Section 38 Manager, Engineering Services, PO Box 236, Hereford, HR1 2ZA at an early date to enable surface water disposal arrangements to be assessed.

9. Drainage arrangements shall be provided to ensure that surface water from the driveway and/or vehicular turning area does not discharge onto the public highway. No drainage or effluent from the proposed development shall be allowed to discharge into any highway drain or over any part of the public highway without the prior written agreement of the Area Highways Network Manager.
10. The applicant's attention is drawn to the need to ensure that the provision of the visibility splay(s) required by this consent is safeguarded in any sale of the application site or part(s) thereof.
11. The applicant's attention is drawn to the requirement that, in all cases where an Agreement under Section 278 of the Highways Act 1980 is entered into, the street lighting will be designed by the developer of the site in accordance with the design brief issued by the Highway Authority and their design shall include any necessary amendments to the existing system.
12. In connection with condition 36 above, advice on formulating Site Waste Management Plans is freely available on [www.netregs.gov.uk](http://www.netregs.gov.uk) , [www.envirowise.gov.uk](http://www.envirowise.gov.uk) , and [www.wrap.org.uk](http://www.wrap.org.uk). The netregs site includes simple step-by-step guidance

13. Nothing in these conditions shall prevent archaeological works and investigations, surveys and ecological works and references to commencement or beginning of development shall be construed accordingly.

Central Planning Services  
PO Box 230  
Hereford  
HR1 2ZB



**Decision Date: 28th July 2008**

**Team Leader – Central**

YOUR ATTENTION IS DRAWN TO THE NOTES BELOW

#### **NOTES**

This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation. In particular consent may be required under the Building Regulations.

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

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within 6 months of the date of the Council's decision. Both the date of the decision and the date of the application are clearly shown on the front of this notice. Forms are available from the Planning Inspectorate at Room 3/08B Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

#### **Purchase Notices**

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



## APPROVAL OF RESERVED MATTERS

**Applicant:**

Crest Nicholson (South West) Limited  
Crest House  
Lime Kiln Close  
Stoke Gifford  
Bristol  
BS35 8ST

**Agent:**

D2 Planning Ltd  
1st Floor 4 Stoke Lane  
Westbury-On-Trym  
Bristol  
BS9 3DL

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Date of Application: 31 July 2009    Application No: DCCW0009/1678/RM Grid Ref: 351327:242272

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**Proposed development:**

**SITE:** Land To The North Of Roman Roa, Holmer, Hereford, Herefordshire, HR1 1LE  
**DESCRIPTION:** Residential development of 300 dwellings including access from Roman Road, essential infrastructure, open space balancing pond, landscaping, roads, parking, footpaths, cycleway and engineering earth works.

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THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL hereby gives notice in pursuance of the above Acts that APPROVAL has been GRANTED in respect of the details referred to above for the purpose of the conditions imposed on outline planning permission reference DCCW2006/2619/O and subject to these further conditions:

- 1 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification), no windows, dormer windows or rooflights shall be constructed in the southern elevation of Plot J20 and Plot L2 and eastern elevation of Plot N8 as detailed on the approved Site Layout Plan drawing number 002 Revision T.

Reason: In order to protect the residential amenity of adjacent properties and to comply with Policy H18 of Herefordshire Unitary Development Plan.

- 2 Vehicular access to the site during the construction phase shall be via the proposed new access onto Roman Road only and there shall be no other vehicular access to the site during the construction of the development.

Reason: In the interests of highway and pedestrian safety and to safeguard the amenity of local residents and to comply with Policies DR2 and DR3 of the Herefordshire Unitary Development Plan.

- 3 Notwithstanding the approved plans, visibility splays of 2.4 metres (the X measurement) by 33 metres (the Y measurement) shall be achieved for all internal road junctions and a forward visibility splay of 23 metres across all internal roads as detailed in the Councils adopted Highway Design Guide shall be achieved. Prior to the commencement of the development, a scaled plan shall be provided demonstrating that the requirements of this condition have been met. The



development shall be carried out in accordance with the approved plan.

Reason: In the interests of highway and pedestrian safety and to comply with policy DR3 and H13 of the HUDP and the Councils Highway Design Guide dated July 2006.

- 4 Notwithstanding the approved plans, prior to the commencement of the development, a scaled plan shall be submitted for the approval in writing of the local planning authority identifying the creation of a footpath link from the western end of Public Right of Way H06 where it meets Atwood Lane along the eastern side of Attwood Lane to connect to the existing footway on the eastern side of Atwood Lane. The footpath link shall be completed in accordance with the approved plans prior to first occupation of any dwellings hereby permitted.

Reason: In the interests of highway, pedestrian and cyclist safety and to comply with policy DR3 of the Herefordshire Unitary Development Plan.

- 5 Notwithstanding the approved highway adoption plan drawing number SK20702-2, a scaled plan shall be submitted for the approval in writing of the local planning authority identifying the creation of a 2 metre footpath link around the north east block of dwellings (Block E as identified on the approved site layout plan). The approved footpath link shall be completed in accordance with the approved plan prior to first occupation of any dwellings within this phase of the development hereby permitted.

Reason: In the interests of highway, pedestrian and cyclist safety and to comply with policy DR3 of the Herefordshire Unitary Development Plan.

- 6 All integral and detached garages shall be a minimum internal length of 5.6 metres in accordance with the amended garage plans received by the local planning authority on 27th October 2009 (drawing numbers 15604/040 Revision A and 041 Revision A)

Reason: To ensure garages are sufficiently large to accommodate both car and cycle parking and to comply with policies DR3 and T7 of the Herefordshire Unitary Development Plan.

- 7 Notwithstanding the approved amended house design received by the local planning authority on 27th October 2009 (drawing numbers 15604/023 Revision D) for plots J1, J2, M10 and M11 as identified on the amended site layout drawing number 002 Revision T received by the local planning authority on 27th October 2009, the proposed rooflight shall be replaced with dormer windows to match the remainder of the dormers within the roofs. Prior to the commencement of the development, a scaled plan shall be submitted for the approval in writing of the local planning authority identifying the required amendment and the dwellings shall be constructed in accordance with the approved plans.

Reason : To ensure the satisfactory design and appearance of the entrance properties and to comply with policies DR1 and H13 of the Herefordshire Unitary Development Plan.

#### Informatives:

- 1 The decision to grant planning permission has been taken having regard to the policies and proposals in the Herefordshire Unitary Development Plan 2007 set out below, and to all relevant material considerations including Supplementary Planning Guidance:



## Herefordshire Unitary Development Plan 2007

- S1 - Sustainable development
- S2 - Development requirements
- S3 - Housing
- S6 - Transport
- S7 - Natural and historic heritage
- S8 - Recreation, sport and tourism
- S10 - Waste
- S11 - Community facilities and services
- DR1 - Design
- DR2 - Land use and activity
- DR3 - Movement
- DR4 - Environment
- DR7 - Flood risk
- DR14 - Lighting
- H1 - Hereford and the market towns: settlement boundaries and established residential areas
- H2: Hereford and the market towns: housing land allocations
- H9 - Affordable housing
- H13 - Sustainable residential design
- H15 - Density
- H16 - Car parking
- H19 - Open space requirements
- T6 - Walking
- T7 - Cycling
- T8 - Road hierarchy
- LA3 - Setting of settlements
- LA5 - Protection of trees, woodlands and hedgerows
- LA6 - Landscaping schemes
- NC1 - Biodiversity and development
- NC5 - European and nationally protected species
- NC6 - Biodiversity action plan priority habitats and species
- NC7 - Compensation for loss of biodiversity
- NC8 - Habitat creation, restoration and enhancement
- RST3 - Standards for outdoor playing and public open space
- W11 - Development of waste implications
- CF1 - Utility services and infrastructure
- CF2 - Foul drainage
- CF4 - Renewable energy

In reaching this decision the local planning authority was mindful of the particular circumstances of the case, namely the extent to which the development complied with policy and the way in which local issues of design, sustainability, highway safety, biodiversity and amenity were addressed.

This informative is only intended as a summary of the reasons for grant of planning permission. For further detail on the decision please see the application report by contacting The Hereford Centre, Garrick House, Widemarsh Street, Hereford (tel: 01432 261563).

- 2 For the avoidance of any doubt the plans for the development hereby approved are as follows:-

Site location plan 001  
amended site layout 002 Rev T  
proposed adoption plan SK20702-2  
amended landscape adoption areas plan NPA10031117  
highway cross sections 007 Rev A02  
landscape master plan NPA-003-00  
landscape detail Area 1 02  
landscape detail Area 2 03  
landscape detail Area 3 04  
landscape detail Area 4 05  
landscape detail Area 5 06  
verge tree planting  
pit and root barrier plan and specification 107I  
informal area tree and shrub details 107II  
tree pits in rear garden near walls 107III  
arboricultural survey plan 110  
tree protection plan/strategy 111  
1.5 metre protective fencing 112  
2.3 metre protective fencing detail 113  
Amended enabling works, landscape and ecological management plan 114 Rev B  
Amended construction phase landscape and ecological management plan 115 Rev B  
Amended operation phase landscape and ecological management plan 116  
play area detailed plan 118  
amended street elevations 111 Rev F  
Floor and elevation plans  
Flat Block 1 elevations 100 Rev B  
Flat Block 1 plans 101 Rev B  
Flat Block 2 elevations 102 Rev B  
Flat Block 2 plans 103 Rev B  
Flat Block 3-1 elevations 104 Rev B  
Flat Block 3-2 elevations 105 Rev B  
Flat Block 3 plans 106 Rev C  
amended Flat Block 4 elevations 107 Rev C  
amended Flat Block 5 elevations 108 Rev C  
amended Flat Block 4 & 5 plans 109 Rev C  
amended Landscape and Ecological Management Plan Report dated October 2009  
House A  
Elevations 15604/010  
Plans 15604/010  
House A (Alternative)  
Elevations 15604/011  
Plans 15604/11  
House B  
Elevations 15604/112  
Plans 15604/012  
House C  
Elevations 15604/013  
Plans 15604/013  
House D  
Elevations 15604/014



Plans 15604/014  
House D dual aspect  
Elevations 15604/015  
Plans 15604/015  
House E  
Elevations 15604/016  
Plans 15604/016  
House F  
Elevations 15604/018  
Plans 15604/018  
House G  
Elevations 15604/019  
Plans 15604/019  
House H  
Elevations 15604/020  
Plans 15604/020  
House J (alternative)  
Elevations 15604/022  
House J  
Elevations 15604/021  
Plans 15604/021  
House J (Special)  
Elevations 15604/032  
Plans 15604/032  
House K  
Elevations 15604/023 Revision D  
Plans 15604/023 Revision D  
House L  
Elevations 15604/024  
Plans 15604/024  
House L (Special)  
Elevations 15604/033  
Plans 15604/033  
House M  
Elevations 15604/025  
Plans 15604/025  
House N  
Elevations 15604/026  
Plans 15604/026  
House N (Alternatives)  
Elevations 15604/027  
House P Affordable  
Elevations 15604/029  
Plans 15604/029  
House Q Affordable  
Elevations 15604/030  
Plans 15604/030  
House R Affordable  
Elevations 15604/031  
Plans 15604/031  
Cycle and bin storage  
Elevations 15604/043  
Plan/elevations 15604/042  
The one party garage  
Elevations 15604/040 Revision A

- 3 The applicant is advised that it is unlikely that the local planning authority will consider approving the new drainage infrastructure to serve the development under the terms of the Section 106 Agreement until and unless the existing drainage issues have been resolved and the existing drainage system has been submitted to Welsh Water for adoption.

Planning Services  
PO Box 230,  
Hereford,  
HR1 2ZB

Date: **29 October 2009**

  
**Development Control Manager**

**YOUR ATTENTION IS DRAWN TO THE NOTES BELOW**

**Please note:** This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation. In particular consent may be required under the Building Regulations.

**NOTES**

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- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within 6 months of the date of this notice, using a form which you can get from the Planning Inspectorate at Tollgate House, Houlton Street, Bristol, BS2 9DJ.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

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- In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.