

Moor Road, Yatton Policy Position on Alternative Access Supplementary Report

Following a meeting on the 22nd May 2018 it was agreed that PHSV should provide additional comments to supplement its previously submitted policy response on alternative accesses. This paper therefore provides additional evidence to further demonstrate that there are no reasonable access alternatives.

Dairy Close

There is no access from Dairy Close, where the head of the cul-de-sac is enclosed by existing houses.

Compulsory Purchase

The Council confirmed at the joint meeting on 22nd May 2018 that it is extremely unlikely they would use CPO powers to support this development proposal so this option is not realistic.

Grange Farm Road

As stated in the original report, Grange Farm Road is within private ownership. Appendix 1 contains the Land Registry entry which under Section B shows the Title Absolute of the green land on the attached plan is held by Bryant Homes Central Ltd. The development around Grange Farm Road was undertaken in 2002/2003 and the key issue here is that the road as whole has never been adopted by the Council, and given the time that has passed is unlikely to ever be adopted. In addition even if it were, the private drive between numbers 14 and 15 Grange Farm Road will never be adopted. Therefore, it would not be feasible or available to access the site via Grange Farm Road.

Yatton Rugby Club

It is clear that Yatton Rugby Club remains in use as an active sports ground where Sport England policy for replacement facilities applies as set out in the original note. Importantly since the submission of the PHSV application at Moor Road there has been no new evidence to demonstrate that development of the rugby club site is either realistic or is being brought forward in a reasonable time frame for all the following reasons.

Firstly, the site is not shown on the North Somerset Housing and Economic Land Availability Assessment 2014. An extract from the plan showing the identified sites shaded dark grey on the attached plan in Appendix 2 demonstrates the rugby football club is not an identified site.

Secondly, the site was not promoted in the subsequent West of England Joint Spatial Plan Call for Sites in 2015. This identifies the following 9 sites under the description Yatton:

NS0132 land north of Stowey Park
NS0131 Little Mead
NS0130 land adjacent to Yatton station
NS0129 land north of Arnold's Way
NS0128 land at North End Road, Yatton (Hallam Land)
NS0127 Moor Road (the current PHSV planning application)
NS0126 east and west of Wemberham Lane
NS0125 Cottage Farm, Claverham
NS0124 land north of Claverham

This demonstrates the land at Yatton Rugby Club was not submitted at this Call for Sites.

On the basis of the above there is no evidence that the site is available for development.

Notwithstanding the fact that the site has not been identified in the two above Call for Sites exercises, neither is there any evidence of any current planning applications. Appendix 3 contains an extract from the North Somerset Planning Map for planning applications and shows in a square hatch submitted and undetermined planning applications in the vicinity of North End. This demonstrates that there is no submitted and undetermined planning application on the rugby football ground.

Equally Appendix 4 shows the lack of any planning application in the vicinity of the land currently being used for the replacement junior rugby pitch which is the rugby club's preferred location for a permanent relocation. The lack of a planning application for a replacement rugby pitch is even more critical due to the need to replace the existing facility prior to the land being released for development.

The North Somerset Planning Applications website also identifies previous applications that have been determined in the past on Yatton Rugby Club. There are five such applications as follows:

1504/78 – Erection of 4 lighting standards

03/P/1481/F – Single storey extension to facilitate additional changing rooms, alterations to the roof of existing building, flood lighting to lower pitch (number 2) and additional car parking

3035/89 – Erection of flood lighting

99/P/2694/O – Residential and ancillary development and construction of roundabout

99/1733 – Residential and ancillary development, construction of roundabout and landscaping work.

Significantly the latter two applications for residential development were both refused.

On the basis of the above there are no planning applications for development on the rugby club site of any sort which would enable an access to be provided to the PHSV Moor Road planning application site and indeed the planning history on the site demonstrates previous planning and refusals for residential development.

Therefore it is relevant to look at the potential timing of any applications that might come forward on the site bearing in mind that this would require two planning applications, one for the proposed development and one for the relocation of the rugby club facilities. Appendix 5 contains extracts from research by Nathaniel Lichfield and Partners entitled '*Start to Finish How Quickly do Large Scale Housing Sites Deliver?*' in November 2016 related to the submission of residential applications. Page 8 figure 4 (as attached) shows the average planning approval and delivery of first dwelling analysis by site size and demonstrates for small sites of 0 to 99 the period is up to 3 years and for sites between 100 and 499 dwellings up to 4 years. Page 11 (as attached) sets out a summary of leading times and this shows that after receiving planning permission on average smaller sites take 1.7 to 1.8 years to deliver their first dwelling.

Whilst accepting these figures are averages in our view it does accurately represent potential timescales experienced in North Somerset. On this basis development of the rugby club site could be up to 5 years away and therefore no reliance can be placed on delivery of an alternative access to the Moor Road application which should be determined on its merits on the basis that it is an allocated site in the Site Allocations Plan.

Consideration of Alternatives

For the above reasons we consider we have reached the point where the alternative accesses suggested are not practical, feasible or available so that it is necessary for all parties to assess and the results of the programme of additional work we are carrying out so that the Council can consider the issue as part of the overall planning balance and determine the application in accordance with the presumption in favour of development relevant to an allocated development site.

Appendix 1

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 15 FEB 2018 AT 14:38:06. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE. THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PLYMOUTH OFFICE. TITLE NUMBER: ST176709

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH SOMERSET

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north west side of Moor Road, Yatton.

2 (09.10.2001) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 26 September 2001 referred to in the Charges Register:-

"12.1 Definitions and interpretation

In this Transfer

12.1.1 the following words have the following meanings:-

"Adjacent Land" means the land shown edged green on Plan 1

"Consents" means any planning permission and other consents and technical approvals of all relevant competent authorities

"Family Beneficiaries" means Duncan Hugh Clark of East End Farm Tickenham Road Clevedon Somerset BS21 6QY Helen Mary Clarke of 9 Bramblewood Yatton Somerset BS49 4QH and Rachel Ann Phillips of 8 Corfield Close, Finchampstead Berkshire RG40 4PA

"Perpetuity Period" means eighty years from the date of this transfer which period shall apply to the rights granted and reserved by this Transfer

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"Retained Land" means the land registered at Land Registry with Title Number ST176708

"Roads" means the roads verges and footpaths service strips and sight lines constructed or which shall within the Perpetuity Period be constructed within the Property

"Strip" means the piece of land one metre in width shown for the purposes of identification only coloured blue on Plan 2

"Road End" has the meaning given by clause 12.6.2.3

"Service Installations" means all sewers drains channels and pipes ducts rising mains drains wires cables watercourses gutters soakaways pumping stations culverts catchpits and other similar installations (and any ancillary structures equipment and apparatus) constructed or which shall within the Perpetuity Period be constructed within the Property

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A: Property Register continued

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The Transferor grants to the Transferee for the benefit of the Property the right of support and protection of the Property from the Retained Land

There is excepted and reserved to the Transferor for the benefit of the

Retained Land and each and every part of it rights for the Transferor and all persons authorised by them

12.4.1 to construct lay and make connections to the Roads and to the Service Installations over on or in the Property in connection with the development and subsequent use of the Retained Land (subject in the case of Service Installations to their being adequate capacity having regard to the proposed development of the Property)

12.4.2 to reposition the Service Installations causing as little interruption of supply as possible and paying compensation for any damage caused by such interruption and following such repositioning such rights shall be exercisable over the repositioned Service Installations and the right to use them in their original position shall be of no further effect

12.4.3 to remove any walls hedges and fences as may be necessary to exercise the rights reserved by clause 12.4.1, 12.4.2 and 12.4.5 subject to reinstating them except where any such is removed in order to make a connection to the Roads and for the avoidance of doubt (but without prejudice to the Transferors rights to construct a connecting road from the Road End to the Retained Land) the Transferor shall not be entitled to remove any walls hedges or fences which form the boundary of any dwellinghouse or its curtilage

12.4.4 of entry to the Property and upon reasonable notice (save in case of emergency) for the purposes of constructing laying maintaining cleansing repairing reinstating renewing and inspecting the Roads and Service Installations and making such connections as shall be appropriate for the development of the Retained Land and use of the same once developed

12.4.5 of way for all purposes over the Roads

12.4.6 of free passage and running of water sewerage electricity gas telecommunications audio visual and data signals and other services through the Service Installations

12.4.7 of support and protection of the Retained Land from the Property

PROVIDED THAT

(a) The rights reserved by clauses 12.4.1 to 12.4.6 inclusive shall not be exercised except in connection with the development of the Retained Land and use of the same once developed and in particular shall not be exercised in connection with any agricultural use of the Retained Land

(b) The Transferee shall have the right to reposition such Service Installations within the Property where it thinks fit causing as little interruption of supply as possible and paying compensation for any damage caused by such interruption and following such repositioning such rights shall be exercisable over the repositioned Service Installations and the rights to use the Service Installations in their original position shall be of no further effect

(c) the rights excepted and reserved shall not be exercised over any part of the Property upon which any dwelling is or is to be constructed

(d) in exercising any of the rights excepted and reserved the Transferor and all persons authorised by them shall as soon as reasonably practicable make good any damage done or occasioned to the property to the reasonable satisfaction of the Transferee

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A: Property Register continued

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It is agreed and declared as follows:-

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12.8.2 All easements granted or reserved by this transfer are to exercisable only if they or their subject matter come into existence within the Perpetuity Period

12.8.3 The Transferor and the Transferee do not intend that any thid parties should have the right to enforce any of the provisions hereof by virtue of the Contracts (Rights of Third Parties) Act 1999 save:-

12.8.3.1 the covenants in clause 12.5 by the owners for the time being of the Adjacent Land

12.8.3.2 the rights contained in clause 12.3 by the owners of The Stables and The Granary being part of the Adjacent Land
12.8.3.3 the covenants in clause 12.7 by the Family Beneficiaries".
NOTE: The land edged green is edged and numbered 2 in blue on the filed plan. The retained Land adjoins to the north east of the land in this title. The one metre strip coloured blue is hatched blue on the filed plan.

3 (09.10.2001) The land has the benefit of the following rights granted by a Deed of Grant dated 26 September 2001 made between (1) Peter William Burdge and Trevor Smetham (Grantor) (2) Patrick Alan Clarke (Lender) and (3) Bryant Homes Central Limited (Grantee):-

"1. Definitions

In this Deed the following words and expressions shall have the following meanings unless inconsistent with the context:-

Words and Expressions Meanings

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"the Perpetuity Period" eighty years from the date of this Deed

"the Rights" the rights specified in Schedule 1

"Section 104 Agreement" an agreement made pursuant to Section 104 of the Water Industry Act 1991 or any other similar statutory provisions as may be enacted from time to time

"the Service Supplier" Wessex Water PLC or other body having power to deal with the drainage of storm and/or surface water

"the Servient Land" the Grantor's land at Moor Road Yatton, Somerset and each and every part of it now or formerly comprised in title number ST176708

"the Sewer" a surface water sewer to be laid by the Grantee under the Servient land within the Perpetuity Period

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A: Property Register continued

the Grantor with the consent of the Lender grants to the Grantee and its successors in title with limited title guarantee the Rights for the benefit of the Dominant and TO HOLD to the Grantee in fee simple subject to the rights of the Grantor and their successors in title as set out in Part 2 of Schedule 1

Schedule 1

Part 1 - The Rights

- 1
- 1.1 The right to the free and uninterrupted passage of surface water from and to the Dominant and through the Sewer
- 1.2 The right for the persons specified in paragraph 1.4 below of access to and entry upon so much of the Servient Land (on giving reasonable notice except in case of emergency when no notice shall be required) as may be necessary in order to lay make inspect clean repair relay reconstruct enlarge line alter renew and manage the Sewer
- 1.3. The right to remove any trees hedges shrubs or produce growing in the Servient Land and any buildings walls fences or other structures built on it but only to the extent which is necessary in order to exercise the Rights
- 1.4 The rights granted by paragraphs 1.2 and 1.3 above may be exercised by the Grantee their successors in title to the Dominant Land the Service Supplier and their respective employees and contractors with or without vehicles materials plant machinery and apparatus
- 1.5 The persons exercising the rights granted by paragraphs 1.2 and 1.3 above must not cause unreasonable damage and must make good so far as practicable all damage caused to the Servient Land by exercising

these rights or pay reasonable compensation for any damage caused not capable of being made good

1.6 Prior to exercising the Rights to lay the Sewer the Grantee shall obtain the approval of the Grantor to the position thereof provided that the Grantor shall not unreasonably withhold consent and shall be deemed to have given consent to any position as specified by the Service Supplier

Part 2 - The rights reserved by the Grantor

1. Until the Sewer is vested in or adopted by the Service Supplier

1.1 The right to make connections to the Sewer and to use the Sewer for the passage of surface water only from and to the Servient Land through the Sewer provided that:

1.1.1 there is sufficient capacity remaining in the Sewer having regard to it serving the Grantee's development of the Dominant Land and the capacity required to serve such development; and

1.1.2 the position of any connection is approved in writing by the Grantee and the Service Supplier such approval not to be unreasonably withheld or delayed; and

1.1.3 the Grantor fully complies with any conditions imposed by the Service Supplier; and

1.1.4 such connection does not prejudice the vesting or adoption of the Sewer; and

1.1.5 any exercise of the right in Clause 1.1.2 above shall only be exercised after any proposed works have been approved in writing by the Grantee and the Service Supplier, such approvals not to be unreasonably withheld or delayed on the part of the Grantee

1.2 To divert relay renew replace protect or otherwise vary or alter the position or construction of the Sewer serving the Dominant Land who enjoy the use of the same shall at all times continue to enjoy the use of uninterrupted services

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A: Property Register continued

2. For the avoidance of doubt the Grantor acknowledges that the rights reserved to the Grantor under Clause 1 above shall not be exercised in any way so as to prejudice delay render more expensive or otherwise interfere with the vesting or adoption of the Sewer".

The said Deed also contains the following covenants:-

"4. Grantor's Covenants

To the intent and so that this covenant shall run with and bind the Servient Land whoever owns it, the Grantor covenants for himself and for his successors in title with the Grantee and its successors in title to the intent that the benefit of this covenant shall be annexed to and run with the Dominant Land to observe and perform the covenants contained in Schedule 2

5. Grantee's Covenants

The Grantee covenants with the Grantor to observe and perform the covenants contained in Schedule 3

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Schedule 2

Grantor's Covenants

1. Not to use the Servient Land so as to put at risk or damage the Sewer or any manhole or chamber or other accessory on the Sewer or to interfere with the Rights

2. Not to erect any buildings or other structure on that part of the Servient Land measured 3 metres either side of the centre line of the Sewer ("the Strip") other than roads and boundary walls fences or partitions of a type normally associated with residential development and not to carry out any other development on the Strip

3. Prior to the vesting or adoption of the Sewer by the Service Supplier not to lay or permit to be laid in over or upon the Strip any sewers drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Grantee and thereafter without the prior written consent of the Service Supplier (such consent in either case not to be unreasonably refused or delayed)

4. So long as the rights reserved by clause 1.2 of Part 2 of Schedule 1 hereof shall not have been exercised:

4.2 Not to plant trees hedges shrubs or erect fences on the Strip without the prior written consent of the Service Supplier
4.3 Not to alter the original level of the surface of the Servient Land

4.4 Not to cover or obscure any manhole cover or chamber or other accessory which relates to or lies over the Sewer in the Servient Land

5. Prior to the vesting or adoption of the Sewer by the Service Supplier not to allow any piling operation in the Strip without the prior written consent of the Grantee and thereafter without the prior written consent of the Service Supplier

6. To advise any tenant or lessee or user of the Servient Land or any part of it of the existence of the Sewer and of this Deed

7. Not to raise any objection to either the vesting in or the adoption of the Sewer by the Service Supplier

8. To fully co-operate with the Grantee to ensure that the Sewer is so vested or adopted as soon as possible after its construction including (without limitation) entering into a Section 104 Agreement for the adoption of the Sewer and/or deed to be in such terms as shall be required by the Service Supplier provided that the Grantee shall pay all costs (including VAT) which may be incurred by the Grantor in

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A: Property Register continued

connection therewith and shall provide the Grantor with a full indemnity in respect of any claims and liabilities arising under any such agreement

Schedule 3

Grantee's Covenants

1. To lay the Sewer in accordance with Sewers for Adoption (Fourth Edition)

2. In exercising the Rights

2.1 while carrying out any works on the Strip and until it is reinstated to erect and maintain temporary stock proof fencing on either side of it with sufficient accessways to enable the Grantor owners and occupiers of the Servient Land their vehicles and animals to cross from one side to the other

2.1 to use reasonable endeavours to cause as little interference as possible to the Servient Land and to make good all damage caused

2.3 Following construction of the Sewer forthwith to reinstate the Servient Land to the reasonable satisfaction of the Grantor

2.4 To repair and maintain the Sewer until either

2.4.1 it is adopted or acquired by the Service Supplier or

2.4.2 it is repositioned by the Grantor".

NOTE: The Servient Land adjoins to the north east of the land in this title.

4 (25.09.2002) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

5 (20.08.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered ST258323 in green on the title plan dated 23 July 2007 made between (1) Bryant Homes Central Limited and (2) North Somerset District Council.

NOTE: Copy filed under ST258323

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (09.10.2001) PROPRIETOR: BRYANT HOMES CENTRAL LIMITED (Co. Regn. No. 00541755) of Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR and of DX96000, High Wycombe 8.

2 (10.09.1999) The Conveyance dated 12 May 1990 referred to in the Charges Register contains Grantors' personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

3 (09.10.2001) The price stated to have been paid on 26 September 2001 was £2,335,500.

4 (09.10.2001) RESTRICTION:Except under an order of the Registrar no disposition (other than a charge) of the land hatched blue by the proprietor of the land or arising under a power of sale of any registered charge is to be registered unless a certificate is lodged by the solicitor or licensed conveyancer for the registered proprietor of the land or the charge confirming that a deed of covenant from the disponee complying with the covenants contained in clause 12.7.2 of the Title number ST176709

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B: Proprietorship Register continued

Transfer dated 26 September 2001 referred to in the Charges Register has been executed and delivered to the solicitors for Duncan Hugh Clarke, Helen Mary Clarke and Rachel Ann Phillips or the survivors of them or that such requirement does not apply on account of the provisions of clause 12.7.2 (b) of the said Transfer or that such requirement has been waived.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Conveyance dated 12 May 1990 referred to in the Proprietorship Register:-

"THE GRANTORS hereby jointly and severally covenant with the Donees in the terms set forth in the fourth schedule hereto THE FOURTH SCHEDULE before referred to Covenants by the Grantors with the Donees

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2. Forthwith to erect and forever thereafter maintain and keep in good repair a stock-proof boundary fence along such parts of the boundary lying between the points marked "A" and "D" on the Plan as do not consist of the walls of any building".

NOTE: Points A and D form the north eastern boundary of the land in this title.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (10.09.1999) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of The Grange dated 9 January 1973 made between (1) Leonard Charles Burdge and Reginald Burdge (Vendors) and (2) Michael Charles Ellis and Margaret Rose Ellis (Purchasers):-

"TOGETHER WITH
.....
..

(c) a right to the passage and running of water and soil through the drain serving the said property in so far as the same passes through the Vendors' adjoining land and all rights of access thereto for the purpose of maintenance replacement and repair (d) a right to draw electricity through overhead cables passing over the Vendors' adjoining land"

2 (10.09.1999) A Conveyance of the land tinted yellow and tinted pink on the filed plan dated 12 May 1990 made between (1) Patrick Alan Clarke and Phoebe Ann Clarke (Grantors) and (2) Patrick Alan Clarke and Peter William Burdge (Donees) contains the following covenants:-

"THE DONEES so as to bind so far as may be the Conveyed Land into whosoever hands the same may come and so that this covenant shall be for the benefit and protection of the land shown on the plan and thereon edged and hatched blue ("the Blue Land") or any part or parts thereof hereby jointly and severally covenant with the Grantors that the Donees and those deriving title under them will at all times hereafter observe and perform the restrictions and stipulations set forth in the fifth schedule hereto but so that neither of the Grantees nor those deriving title under them shall be personally liable for a breach of such of the said stipulations and obligations as are restrictive which may occur on or in respect of the Conveyed Land or

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C: Charges Register continued

any part or parts thereof after he or they shall have parted with all interest therein

THE FIFTH SCHEDULE before referred to
Covenants by the Donees with the Grantors

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3. Not at any time hereafter to do or suffer to be done upon the Conveyed Land or any part thereof or in or upon any building to be erected thereon anything which shall be a nuisance to the Grantors or their assigns or the persons or person for the time being owning or occupying any of the land adjacent to or in the neighbourhood of the Conveyed Land

NOTE: The land edged and hatched blue is edged and numbered 2 in blue on the filed plan. The land edged green adjoins the remainder of the north eastern boundary of the land in this title and is registered under Title Number ST176708.

3 (10.09.1999) The land tinted yellow and tinted pink on the filed plan is subject to the following rights reserved by the Conveyance dated 12 May 1990 referred to above:-

"2. There is excepted and reserved to the Grantors and their successors in title the owners and occupiers for the time being of the Blue Land or party thereof and their servants and licensees

(a) the right to build on the Blue Land up to the boundary of the Conveyed Land and to construct fascia and soffit boards eaves gutters and downspouts so as to overhang the conveyed land

(b) the full right and liberty in common with others having the like right to connect into and use the Gas Pipe for the purpose of the supply of gas to or for the benefit of any house or buildings now or hereafter within the Perpetuity Period to be erected upon the Blue Land and for the purpose of inspecting cleansing repairing and maintaining the Gas Pipe

(c) full right and liberty for the Grantors and their successors in title as aforesaid and their servants and licensees with or without workmen tools scaffolding and equipment upon giving forty eight hours prior notice (or without such notice in the case of emergency) to enter upon the Conveyed Land for the purpose of erecting buildings on the Blue Land and constructing fascia and soffit boards eaves gutters and downspouts as aforesaid and for inspecting maintaining repairing renewing painting and cleansing such buildings fascia and soffit boards eaves gutters and downspouts as aforesaid and any wall or walls of any buildings as are now or may hereafter within the Perpetuity Period be erected on the Blue Land or any part thereof and which abut the Conveyed Land

The Grantors making good nevertheless in all respects all damage or disturbance which may be caused to the Conveyed Land or any building or erection thereon in the exercise of the rights and liberties hereby reserved

3. There is excepted and reserved to the Grantors and their successors in title the owners and occupiers for the time being of the Blue Land or any part thereof the right of subjacent and lateral support from the Conveyed Land for such part or parts of such buildings as are now or may hereafter within the Perpetuity Period be erected on the Blue Land or any part thereof

4. Any rights of light or air which would prejudicially affect the user by the Grantors and their successors in title of the Green Land or the Blue Land for building purposes are hereby expressly excepted from the effect of this conveyance and it is hereby declared that the Donees and their successors in title shall not become entitled to any such rights for the benefit of the Conveyed Land"

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C: Charges Register continued

4 (09.10.2001) A Transfer of the land in this title dated 26 September 2001 made between (1 Peter William Burdge and others (Transferor) and

(2) Bryant Homes Central Limited (Transferee) contains the following covenants:-

"The Transferee covenants with Patrick Alan Clarke Byford Ince Susan Mary Ince and Keith Clark Studley and Christine Helen Studley the owners and occupiers of the Adjacent Land to as to bind the Property and to enure for the benefit of the Adjacent Land so as to bind the Property and to enure for the benefit of the Adjacent Land and each and every part of it

12.5.1 not to erect any building or other structure within the land hatched black on Plan 2

12.5.2 to erect along the boundary between the points marked "A" and "B" on Plan 2 a brick wall to a height of five feet subject to all Consents being obtainable

12.5.3 to use all reasonable endeavours to obtain the Consents required to comply with clause 12.5.2

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The Transferee covenants with the Transferor so as to bind the Property and to enure for the benefit of the Retained Land and each and every part of it

12.6.1 to use all reasonable endeavours to obtain all Consents for the residential development of the Property

12.6.2 upon obtaining the Consents to construct a road on the Property which shall be

12.6.2.1 to the standard required by the Highway Authority for adoption as a public highway

12.6.2.2 of a width of 5.5 metres

12.6.2.3 in a position running from North End Road Yatton to a point ("the Road End") from which the Transferor is able to construct a connecting road from the Retained Land satisfactory for the development of the Retained Land in such manner as the Transferor shall think fit

12.6.3 not to construct or place on the strip of land lying between the Road End and the boundary of the Property with the Retained Land any building or structure which would prevent or hinder construction and connection upon it of a road and Service Installations in exercise of the rights reserved by clause 12.4

12.6.4 following construction of the road in accordance with clause 12.6.2 to use reasonable endeavours to secure the adoption of it by the Highway Authority as a public highway

12.6.5 not to permit more than 20 dwellinghouse to be erected on the Property to be occupied until the road specified in clause 12.6.2 has been constructed to base course level

12.6.6 To erect within the Retained Land a stockproof fence along the boundary of the Property with the Retained Land

12.6.7 not to enter into any deed of planning obligation under section 106 of the Town and Country Planning Act 1990 or under any statutory re-enactment thereof regulating the development or use of the Property containing any provisions preventing or hindering development of the Retained Land (or access to the same in accordance with clause 12.6.2.3) without the written consent of the Transferors which shall

not be unreasonably withheld

12.6.8 following the construction and adoption of the road referred to in clause 12.6.4 to enter into (as landowner only) any agreement

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C: Charges Register continued

pursuant to Section 38 of the Highways Act 1980 or under any statutory re-enactment thereof reasonably required by the Transferor to procure the adoption of the connecting road constructed by the Transferor referred to in clause 12.6.2.3 subject to

12.6.8.1 the Transferor paying the Transferee's reasonable and proper costs (plus VAT) of entering into and approving such agreement and

12.6.8.2 the Transferor indemnifying the Transferee and keeping the Transferee and its effects indemnified from and against all costs claims actions demands and liability in respect of any breach or nonobservance

or non-performance of the provisions of such agreement or any of them

.....
..

The Transferee hereby covenants with the Family Beneficiaries and each of them as follows:-

12.7.1 Subject to clause 12.7.2 not to place any Service Installations (without prejudice to the provision of Service Installations laid by statutory undertakers or private supply companies under statutory powers) roads or drives of any description in under on over or through the Strip or any part thereof without the prior written consent of the Family Beneficiaries. In giving this covenant the Transferee recognises and accepts that any breach of the covenant may cause loss to the Family Beneficiaries by reason of the potential loss of value to them of the Strip (or part thereof) as a ransom strip to the land edged yellow on Plan 1 and it is accepted that damages for any breach of this covenant should be awarded accordingly as if the unencumbered ownership of the freehold estate in the Strip had still be owned by the Family Beneficiaries

12.7.2 Prior to disposing of all or any part or parts of its estate or interest in the Strip (other than any part of the Strip transferred to the Local Authority where the Local Authority covenant in the transfer in favour of (inter alia) the Family Beneficiaries not to use such part of the Strip for any purpose other than as public open space and for recreational use) to obtain and unconditionally deliver to the Family Beneficiaries at its cost a duly executed and stamped deed of covenant by the proposed disponee of such disposition with the Family Beneficiaries substantially in the Form of the draft deed set out in the Schedule hereto completed with all necessary insertions and for the avoidance of doubt

(a) the Transferer (subject to having complied first with the provisions of this clause 12.7.2) shall not be liable for any breach of the covenant contained in clause 12.7.1 hereof in relation to the Strip or the part referred to in any relevant deed of covenant once it has disposed of its interest therein and

(b) the covenants in clause 12.7.1 and this clause 12.7.2 shall not apply to any transfer which includes any part of the Strip to the Local Authority where the Local Authority covenant in the transfer in favour of (inter alia) the Family Beneficiaries not to use such part of the Strip for any purpose other than as public open space and for recreational use and precluding the construction over the strip of any roads or accessways that would serve the land adjoining the Strip - the Transferee delivering a certified copy of such transfer to the Family Beneficiaries".

NOTE 1: For the definitions in the Transfer see the entry of the Transfer in the Property Register

NOTE 2: The land hatched black on plan 2 is tinted pink on the filed plan and points A and B are reproduced thereon. The land edged yellow on plan 1 is edged and numbered 1 in blue on the filed plan.

5 (09.10.2001) The land is subject to the following rights granted by the Transfer dated 26 September 2001 referred to above:-

"Peter William Burdge Tevor Smetham and the Transferee grant to

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C: Charges Register continued

Patrick Alan Clarke Keith Clark Studley Christine Helen Studley and the owner or owners of the part of the Adjacent Land comprising The Stables and the Granary Moor Road Yatton and each and every part of it the right of passage of water through the existing pipeline laid beneath the Property Provided that the Transferee shall have the right to reposition such pipeline within the Property where it thinks fit causing as little interruption of supply as possible and paying compensation for any damage caused by such interruption and following such repositioning such rights shall be exercisable over the repositioned pipeline and the rights to use the pipeline in its original position shall be of no further effect"

6 (09.10.2001) A Deed dated 26 September 2001 made between (1) Patrick Alan Clarke (Mr Clarke) and (2) Bryant Homes Central Limited (Company) contains the following covenants:-

"The company hereby covenants for itself and its successors in title to

the land and each and every part thereof with Mr Clarke that for so long as Mr Clarke is living and in occupation of The Stables, Moor Road, Yatton, North Somerset the company shall not erect any building on the Land above three storey height"

7 (25.09.2002) The roads verges and footpaths are subject to rights of way.

8 (25.09.2002) The land is subject to rights in respect of main foul and surface water sewers drains channels sewers pipes wires cables watercourses gutters soakaways street lighting and similar installations.

9 (25.09.2002) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to 1) rights for the protrusion of Buildings 2) support and protection and 3) entry for inspection maintenance repair and renewal.

10 (25.09.2002) Bin Collection Areas are subject to rights of user.

11 (25.09.2002) The Common Access entrance driveways footpaths forecourts or other accesses are subject to rights of way.

12 (25.06.2003) The Road Extension is subject to rights of way.

End of register

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Appendix 2



Appendix 3

Location: x

Black and white map
Colour map
Aerial Photography
Hybrid map

Link

The map displays a residential area with several streets including North End, Park Farm, Horsecastle, The Grange, and Arnold's Way. Key landmarks such as a Rugby Football Ground, Oxe Yard, and various farms (Park Farm, Horsecastle Farm) are labeled. A scale bar at the bottom indicates 100 meters and 200 feet. A copyright notice for 2008 is visible in the bottom right corner.

Appendix 4



Appendix 5

TRIP
Targeted Research
& Intelligence Programme



Nathaniel Lichfield
& Partners
Planning. Design. Economics.

Start to Finish

How Quickly do Large-Scale Housing Sites Deliver?

November 2016



The Planning Approval Period: Size Matters

The term 'planning approval period' in this report measures the period from the validation date of the first planning application for the scheme to the decision date of the first application which permits development of dwellings on site (this could be a full, hybrid or reserved matters application). Clearly, in many cases, this approval will also need to be followed by discharge of pre-commencement conditions (a focus of the Government's Neighbourhood Planning Bill) but these were not reviewed in this research as a detailed approval was considered an appropriate milestone in this context.

The analysis considers the length of planning approval period for different sizes of site, including comparing large-scale sites with small sites. Figure 4 shows that the greater the number of homes on a site, the longer the planning approval period becomes. There is a big step-up in time for sites of in-excess of 500 units.

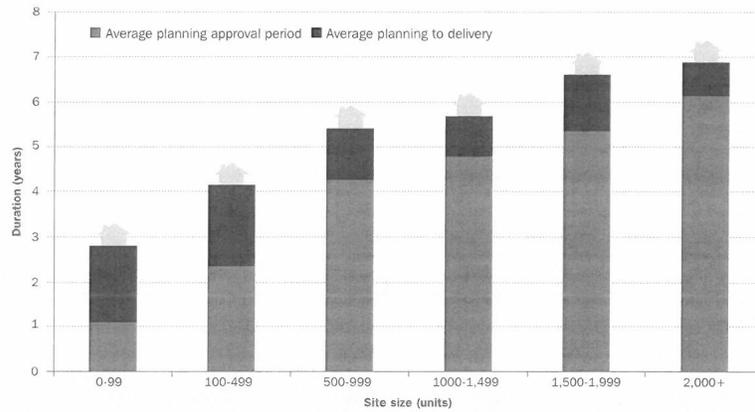
Time Taken for First Housing Completion after Planning Approval

Figure 4 also shows the time between the approval of the first application to permit development of dwellings on site and the delivery of the first dwelling (during which time any pre-commencement conditions would also be discharged), in this analysis this is the latter part of the lead in time period. This reveals that the timescale to open up a site following the detailed approval is relatively similar for large sites.

Interestingly, our analysis points to smaller sites taking longer to deliver the first home after planning approval. This period of development takes just over 18 months for small sites of under 500 units, but is significantly quicker on the assessed large-scale sites; in particular, on the largest 2,000+ dwelling sites the period from receiving planning approval to first housing completion was 0.8 years.

In combination, the planning approval period and subsequent time to first housing delivery reveals the total period increases with larger sites, with the total period being in the order of 5.3 – 6.9 years. Large sites are typically not quick to deliver; in the absence of a live planning application, they are, on average, unlikely to be contributing to five year housing land supply calculations.

Figure 4: Average planning approval period and delivery of first dwelling analysis by site size



Source: NLP analysis

Start to Finish

Summary on Lead-in Times

1. On average, larger sites take longer to complete the planning application and lead-in processes than do smaller sites. This is because they inevitably give rise to complex planning issues related to both the principle of development and the detail of implementation.
2. Consideration of whether and how to implement development schemes is necessary for any scheme, and the evidence suggests that where planning applications are determined more quickly than average, this is because such matters were substantially addressed prior to the application being submitted, through plan-making, development briefs and/or master planning. There is rarely a way to short-circuit planning.
3. Commencement on large sites can be accelerated if it is possible to 'carve-out' a coherent **1st** phase and fast track its implementation through a focused **1st** phase planning application, in parallel with consideration of the wider scheme through a Local Plan or wider outline application.
4. After receiving permission, on average smaller sites take longer to deliver their **1st** dwelling than do the largest sites (1.7-1.8 years compared to 0.8 years for sites on 2,000+ units).

Start to Finish

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