

## **NAILSEA TOWN COUNCIL**

A meeting of Nailsea Town Council will be held on  
**Wednesday 25 January 2017 at 7.30pm at The Tithe Barn**



### **AGENDA**

**Please turn off mobile phones before the meeting**

1. Apologies
2. Declaration of Interests
3. Public Participation
4. Confirmation of minutes of the meetings held on 21 December 2016 – **encl**
5. Chairman's Remarks
6. **Consideration of the Conditional Contract for the sale of land on Engine Lane to Barratt David Wilson Trading Ltd**

#### **Public documents - enclosed**

- Report from the Council's solicitor on the proposed sale (redacted)
- Valuation Report by the District Valuer (redacted)
- December 2016 letters between the Nailsea Action Group and the Clerk
- Contents page of the Conditional Contract
- Schedule 1 – variations to Standard Conditions
- Schedule 2, part 1 – Provisions Relating to Planning; part 2 – Provisions Relating to the Cable Grounding Route and; part 3 – Title Condition
- Appendix 2 – Nailsea Town Council: Housing Type and Mix Policy
- Appendix 3 – Cable Grounding Route Details
- Appendix 7 - Barratt Homes Build for Life 12 Guidelines
- Appendix 8 – Engine Lane, Nailsea Design Brief, January 2017
- Appendix 9 – Overage Agreement, appendix 1 (House Types) and; appendix 2 (Specification)
- Appendix 10 – Proposed Drainage Strategy

#### **Confidential documents – enclosed for councillors only**

- Report from the Council's solicitor on the proposed sale
- Conditional Contract

7. Questions asked under Standing Order 25

8. Any Other Business

  
Ian Morrell – Town Clerk

Tithe Barn, Church Lane, Nailsea BS48 4NG

18 January 2017

## **NAILSEA TOWN COUNCIL**

Minutes of the Town Council meeting held on Wednesday 25 January 2017 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Packham in the Chair, Cllr Barclay, Cllr Bird, Cllr J Blatchford, Cllr M. Blatchford, Cllr Frappell, Cllr Heappey, Cllr Holt, Cllr Hunt, Cllr Jameel, Cllr Lees, Cllr Middleton, Cllr Petford, Cllr Phillips, Cllr Ponsonby, Cllr A. Tonkin, Cllr J. Tonkin, Cllr Wilson the Clerk and the Finance Officer.

In attendance: Tim Walker, Partner and Chairman, Clarke Willmott LLP

### **14/17 APOLOGIES.**

Cllr Barber and Cllr Hamblin.

### **15/17 DECLARATIONS OF INTERESTS**

None.

### **16/17 PUBLIC PARTICIPATION**

Cllr Packham said that the Town Council had made a decision on 21 December 2016 to enter into a conditional contract for the sale of the land on Engine Lane, subject to the completed draft contract being put before Council for approval. The purpose of the meeting tonight was to decide whether or not the Chairman and Clerk would be authorised to sign on the Council's behalf.

Antony Evans referred to agenda item 6 which was the consideration of the Conditional Contract for the sale of land on Engine Lane to Barratt David Wilson Trading Ltd. He said that residents were open to the accusation of being NIMBY's (Not In My Back Yard), but he said it was more a case of NIMF, or Not In My Face. He said that the proposal was eroding precious countryside, and the development was in the wrong place.

He questioned why the Town Council supports development on Engine Lane but not on Youngwood Lane. He said the Council should stop proclaiming that the objective is about more homes, when the real attraction is money. These homes would only scratch the surface of the concerns about school student numbers and the economic health of the shopping centre. The Council is therefore being disingenuous. It should wait another six years to sell when the overage on the land at Gaulacre reduces.

Antony said that there are more ethical but less tangible impacts. He asked why the original covenant was put on the land in 1993 and said that the wisdom of that time in protecting the land from development should be respected. As for Gaulacre, the land was purchased for recreation and the Council is now breaking a promise made in good faith. He concluded that the Council in many ways does a good job but has been "persuaded" into thinking that this development is a good idea. He asked whether councillors are "fully informed" and have the time and expertise to understand the huge amount of paperwork. If not, for "the sake of their consciences" they should reconsider a decision they may come to "deeply regret."

Matt Thomas introduced himself as the Chair of Nailsea Action Group. He said that because of the events of the last year he was saddened by the state of democracy in the Town. The Council has no mandate to sell the land and its decision is contrary to its policy to protect open spaces. The full contract has not been seen by the public as "vast sections" have remained confidential. He asked what the capital receipt would be spent on. He questioned why there has been no news on the public survey carried out in November 2016.

David Gray acknowledged that the land on Engine Lane is allocated as a development site in the North Somerset Core Strategy and that Nailsea has a problem with an aging population. He said he was not asking for the development to be abandoned, but the proposed deal is disadvantaging tax payers. If the Council waits until the overage reduces it will generate more money to spend on the Town, and could reduce the Precept. The Council has not consulted adequately with residents who should be asked whether they would prefer the land to be sold after 2023 when the overage reduces. The Council is making a unilateral decision and is not giving residents the respect they deserve.

Helen Ellis said that neither residents nor councillors have had enough time to digest the information on the Council's website. She questioned whether the Build for Life document is a government or a Barratts document. Only 11 of the properties would be sold below market value, and the covenant restricting Barratts from implementing a different housing scheme is only applicable for five years. She welcomed the plan to allow local people to buy first but said that the detail should be agreed before the contract is signed. The site layout should be revised to reduce the impact on local residents and to make it more acceptable to residents, especially in relation to traffic.

Cllr Packham said that the town needs more houses now, and that there are no guarantees that in 2023 the land could be sold, or if it could at what price.

David Gray said that it does not make sense to say that the land could not be sold in 2023 and that the contract should be deferred. Cllr Packham said that the current deal cannot be deferred for years. In accordance with North Somerset Council policy, 30% of the homes will be owned by a housing association, and the remainder will comply with the Town Council's housing mix policy.

Neville Crewdson said that the contract should include a provision obliging Barratts to start building immediately. If this does not happen the proposal should be abandoned. Tim Walker said that neither Barratts nor the Town Council could know how long it would take to fulfil the contractual and planning conditions. Further, the state of the housing market when the planning consent is granted has to be taken into consideration. He reiterated that he does not represent Barratts but a condition obliging them to develop at a certain time would not be acceptable to them nor reasonable. Developers will always aim to develop land as soon as possible after purchase subject to market conditions, and the current market demonstrates strong demand from purchasers. Barratts are making a significant investment in purchasing the land and building the homes and will want to get on with the scheme.

Cllr Middleton said that as this site is allocated in the North Somerset Core Strategy and Barratts could submit a planning application soon, this development will produce new homes in the shortest timescale.

Sandra Hearn asked whether the Barratts planning application would have the same maximum period as any other application. Tim Walker said that it was likely the planning consent would be valid for three years, which is standard policy, after which it would lapse if the approved development had not started. The prospect of the five-year covenant not taking effect is nil. However, if it remains in perpetuity it will create an issue every time a house is sold.

Geoffrey Lister said that at a previous Town Council meeting Cllr Frappell had remarked that virtually every previous development in Nailsea had been opposed and that this one will make no difference to the Town's infrastructure. The problem with this scheme is the impact on the infrastructure on the outside of the Town, and the main routes leading away from Nailsea, which have remained virtually unchanged since 1945. More houses means "another turn of the screw" for the roads. The Town Council should put more pressure on North Somerset Council to develop and implement a plan for new roads and to improve the infrastructure.

Cllr Packham thanked residents for their comments.

**17/17** **MINUTES** of the meeting of the Town Council held on 21 December 2016. The Chairman explained that the agenda item should have read 11 January 2017. These minutes will be on the agenda for the next meeting.

**18/17** **CHAIRMAN'S REMARKS**

The Chairman said that he had the sad duty to report the death of former councillor Brian Millward.

Cllr Packham reported that on Monday 16 January, he and the Clerk had met Malcolm Coe, who is Head of Finance and Property for North Somerset Council, and Martin O'Neill, who is the Property Estates and Regeneration Manager for North Somerset Council. The purpose of the meeting was to be clear on the financial arrangements for the purchase of the property at 65 High Street and the lifting of the covenant on land on Engine Lane.

The sale price of the property at 65 High Street is £325,000 as recommended by the District Valuer and as confirmed by the Leader of North Somerset Council, Cllr Nigel Ashton. Solicitors have been instructed to proceed with the sale of the property from North Somerset Council to Nailsea Town Council.

The sum negotiated with North Somerset Council to lift the covenant on the land on Engine Lane is £500,000. However, North Somerset Council has agreed to a combined sum of £800,000 if both the sale of 65 High Street and the lifting of the covenant proceed. This would in effect reduce the sum to remove the covenant to £475,000 providing the sale of 65 High Street is completed.



Cllr Packham said that in light of the District Valuer's comments he had challenged North Somerset Council on the sum of £500,000 to remove the covenant. They had responded by stating:

"We are unable to recommend a figure less than the £475,000 provisionally agreed for the lifting of the Engine Land covenant for Council approval. The reason for this is that it was accepted during the negotiation process that any figure provisionally agreed would be within a range of values with the final sum agreed taking account of a number of factors, including the loss to the [North Somerset] Council, the risks associated with the development of the site, case law, the provisional rugby club agreement and this [North Somerset] Council's desire to see this part of the site developed. The provisionally agreed figure is considered fair and reasonable to both parties and is, I note, in the lower part of the District Valuer's valuation range."

#### **20/17 CONSIDERATION OF THE CONDITIONAL CONTRACT FOR THE SALE OF LAND ON ENGINE LANE TO BARRATT DAVID WILSON TRADING LTD**

The Chairman said that some of the paperwork distributed to councillors was confidential, but he did not have plans to close the meeting. If any issues arose which needed to be discussed in closed session these would be considered later.

He initiated the debate by referring to the report by the Council's legal representative, Tim Walker, sent out with the meeting papers.

Cllr Heappey asked whether the properties would be sold leasehold or freehold. Tim Walker said that this matter had been raised with him by the Clerk in the afternoon and he had been able to do some research. He referred to press reports about developers selling properties on a leasehold basis and then imposing rapidly escalating ground rents. He said that legislation might be forthcoming to stop this practice. He was not aware that Barratts sold properties (other than flats) on leasehold, but he could ask them to include in the contract a guarantee that properties would only be sold freehold.

Cllr Heappey asked what would happen in terms of land management if, like the land at Farleigh Fields in Backwell, there was a lengthy planning process including an appeal. Tim Walker said that the land should continue to be used for its current purposes until completion i.e. grazing on Gaulacre, and the Rugby Club maintenance on the other four acres.

Cllr Ponsonby said that she had raised this issue with the Clerk. The Council must know whether properties would be sold on a leasehold basis, as it would not want the problem of escalating ground rents to occur. She said she wanted Barratts to be asked to put this in the contract.

Tim Walker said that the 30% affordable housing component would be controlled by a Registered Provider and therefore the issue of leasehold tenure would not apply. For legal reasons it is common for flats to be sold on a leasehold, so the issue applies to open market sale of houses. If he is asked to do so he would take up the matter with Barratts.

Cllr Packham said that he supported the idea of raising this with Barratts.

Cllr Jameel referred to the Council's Housing Type and Mix Policy and the risk of Barratts getting a planning consent based on this and then subsequently reneging by submitting a new planning application which did not conform to the policy.

Tim Walker said that the planning consent granted as part of the contractual conditions must be fulfilled. This is confirmed in Appendix 4A – First Transfer, section 12.4.2. As commented earlier, this provision acts as a covenant compelling BDW Trading Ltd to build the houses in accordance with the planning consent approved by the Council as the owner of the land. If BDW Trading Ltd flouts this covenant then, as a legal last resort, the Council would have to take out an injunction to restrain them. It is possible this situation could occur but in his opinion Barratts would comply with the covenant because of commercial reality.

Cllr J. Blatchford said that he was a former Treasurer and the reference to '18 months' on page 12 item 7.1(b)ii is very imprecise and should be referred to as weeks or days. Tim Walker said that he regarded calendar months as being more self-explanatory than days or weeks. Cllr Blatchford said this wording needs to be tighter but it was up to Tim Walker if he was happy with it being "sloppy".

Cllr J. Blatchford said there should be a 'backstop' date by which the development should be completed. Tim Walker said that commercially this would be unreasonable to impose. BDW Trading Ltd will be obliged to pay the purchase price regardless of whether they build the homes. However, there is a longstop date of 42 months at which the contract becomes null and void if the conditions to complete it have not been fulfilled.

Cllr J. Blatchford referred to the impact of the Community Infrastructure Levy (CIL). Tim Walker said that it was an objective to get the planning consent before CIL becomes operative. Cllr Blatchford said that according to Treasury Guidelines money paid by Town Council for CIL would be deemed to come from the public purse. Tim Walker said that a clear distinction must be understood between land ownership issues and planning conditions.

Cllr Ponsonby said that she would not go into the detail of the contract, but having read it three times she thought that Council possibly have not had enough time to consider it, and are being forced to make a decision.

Cllr Packham said that contracts of this nature are complex and that the Council has to rely on legal advice as to whether it meets the requirements it has set out.

Cllr Jameel referred again to item 12.4.2 in the First Transfer, and asked why the covenant only applied for five years. Tim Walker explained that by the time the covenant expired all of the properties would be completed. A covenant in perpetuity restricting the developer from building the properties other than in accordance with the planning consent approved by the Town Council would therefore be redundant, but would create conveyancing problems for people who subsequently sell their homes. The clause therefore gives the Council security, without creating unnecessary problems for home-owners.

Cllr Jameel said that 5 years is not long enough. Tim Walker said that the covenant is redundant after the final house is completed, and in his view the term of the covenant was adequate to protect the Council's interests.

Cllr Petford said that ideally the properties will have limited scope to alter after they have been built.

Cllr Hunt said that contracts are usually complex and the Council was fortunate in having two councillors with expertise who have been closely involved throughout the process. As Vice-Chair of Council she had taken a close interest and had observed that Barratts have listened to requests and feedback and have responded positively.

Cllr Middleton said that he had listened to the comments and debate, was satisfied that the contract and legal advice fulfil the Council's objectives and that it is time to make a decision.

It was proposed by Cllr Middleton and seconded by Cllr Frappell

**RESOLVED** to instruct the Chairman and the Clerk to sign the contract with BDW Trading Limited for the sale of land at Engine Lane, subject to clarifying the position regarding the sale of properties. For the avoidance of doubt the Chairman and Clerk are authorised to sign if BDW Trading Limited confirm that open-market property sales will be freehold only. If this is not agreed, the matter must be brought back to Council.

The vote was 13 in favour, one against and four abstentions.

**21/17 QUESTIONS ASKED UNDER STANDING ORDER 25**

None.

**22/17 ANY OTHER BUSINESS**

None.

The meeting closed at 8.37pm.

Chairman's signature: \_\_\_\_\_



Date: \_\_\_\_\_

8/2/17

## **NAILSEA TOWN COUNCIL**

Minutes of the Town Council meeting held on Wednesday 21 December 2016 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Packham in the Chair, Cllr Barber, Cllr Barclay, Cllr Bird, Cllr J Blatchford, Cllr M. Blatchford, Cllr Frappell, Cllr Hamblin, Cllr Heappey, Cllr Holt, Cllr Hunt, Cllr Jameel, Cllr Lees, Cllr Middleton, Cllr Petford, Cllr Phillip, Cllr Ponsonby, Cllr A. Tonkin, Cllr J. Tonkin, Cllr Wilson, the Clerk and the Finance Officer.

### **143/16 APOLOGIES.**

None.

### **144/16 DECLARATIONS OF INTERESTS**

None.

### **145/16 PUBLIC PARTICIPATION**

Matthew Thomas introduced himself as a resident of Engine Lane and the Chairman of Nailsea Action Group (NAG). He said that NAG was initially set up in 2015 to oppose the development of the land on Engine Lane, but he emphasised that its wider role is to protect the rural landscape of Nailsea and to respond to consultations such as the North Somerset Site Allocations and the Joint Spatial Plan.

NAG supports the preservation of open space and the Rugby Club. The Town Council has a policy of protecting open spaces and councillors should think of future generations in making its decision on the land.

He said he had a petition signed by nearly 400 residents opposed to the sale of Engine Lane, which he presented to the Chairman. (The petition represented 148 names).

Jonathan Argles thanked NAG for their work. He said he was speaking as a concerned parent, having lived in Nailsea for 40 years. The shopping centre used to be busier, and houses were more affordable. However, there has been a drop in the number of young people and an increase in the over 65s. Most of the houses being sold recently are in the £300-400,000 bracket and most of the jobs being advertised would not pay enough to be able to afford these prices. As a result, young people will move away. He wants Nailsea to be a place for people to start their lives and build better communities. A larger community is more likely to receive more NHS and other resources.

He said the land around the town had been sculpted over many generations by people and that a decision to sell the land for housing would be part of that process. However, the houses should not be an opportunity for buy-to-let landlords to make money.

Richard Sibley said that Barratts is only interested in profit. They are part of the development industry that is sitting on 500,000 building plots with planning permissions. Barratts are only interested in selling to buy-to-let purchasers. The

Town Council should promote self-build. Barratts are not interested in properties being affordable, so this development would not benefit the young. The Council should either retain the land for leisure or use the sale proceeds to subsidise house buyers.

Helen Ellis thanked the Clerk for his response to a letter from NAG and said that there were further questions they would like to have answered. She lives in Worcester Gardens and would lose access to local views and paths. If the Joint Spatial Plan comes to fruition, hundreds of hectares of land would be lost. Therefore, this land should be protected, which would make it harder to develop westwards. If the development does proceed, trees and hedgerow should be used for screening, and a ransom strip could be used to stop further development.

Antony Evans introduced himself as a resident of Engine Lane and the vice-chair of NAG. He said that the original purchase price for Gaulacre in 2008 was "relatively favourable" and it was acquired as recreation land "in perpetuity". If the Council had developed it as recreation land then it would not be considering developing it now. He congratulated the Town Council on its successes, which include the restoration of the Tithe Barn and the annual grants to local organisations. He said he understands the aspiration to provide more facilities using the proceeds from a land-sale. However, not many of the houses would be affordable. The Council should keep faith with the principle of retaining the land for recreation in perpetuity. He said that if the Council voted against development there would be no triumphalism. The ancient medieval landscape needs to be preserved, especially if there is extensive development further west of Engine Lane.

Colin Weaver asked whether it was honourable to acquire the land for recreation and then sell it. He criticised the Barratt Homes public exhibition being so close to Christmas when many people could not attend. He said that the staff were ignorant of the local road network, and one of them was rude. Barratts make more profit from land sold to councils than other landowners.

Tony Warren said he is the Treasurer at the Rugby Club. The club had made a presentation to the Council on 16 November, which highlighted that it is about much more than rugby, and is a centre for the community. The club favours the proposal as it would create enhanced facilities for a number of sports clubs that use their site as well as improving disabled access. The club has accepted the mitigation for the loss of the four acres. It regards the deal as right for the Rugby Club and right for the Town Council.

Mike Horler questioned the £693,000 'compensation' being paid to the Rugby Club. As the lease expires in 2018 no compensation need be paid for that. He referred to £2.8m of abnormalities plus a further £1.2m of costs, S106 agreement, Community Infrastructure Levy (CIL), water mains diversion, a further £293,000 and the 50% overage on Gaulacre. The remaining pot will be very small. He said that tax payers money was used to purchase the land but the beneficiaries would be Barratt Homes, the Rugby Club and North Somerset Council. He said the Council opposes the application by McTaggart and Mickell on Youngwood Lane, but both schemes would have the same impacts including additional vehicles. He said he was disappointed with Barratt's public exhibition as there was no blockplan, but it

appeared the development was high density and there would be a shortage of parking. He said that residents 'don't seem to matter'.

Diane Millward said that this land should be kept for recreation as all other open space will be used for housing. Nailsea is a growing town but the Barratt's scheme is not right. Once the land is developed it is lost forever.

Ian Knight said he is a resident of Four Acres Close, and he was also speaking on behalf of his mother, who lives in Newton Green. He was speaking in support of the proposal. Nailsea needs more housing which young people can afford. He works for a government agency and he is working on two new towns on greenfield sites, which include significant areas of open space. Nailsea was expanded in the 1960s and 70s to accommodate overspill from Bristol. 90% of the people in the town are living in homes which were built on green space. Nailsea has a first class school but its roll is falling. The economy of the town is unbalanced, and there is a need for more economically active people. He said that he was a trustee of the Tithe Barn restoration project and is committed to community and open space. However, there is a pressing need for more housing.

Neville Crewdson said that the only people making money out of this are Barratts, and they will not sell affordable homes.

A resident from Allington Gardens said that Barratts motivation is profit, and only 30-40 homes in the development would be affordable.

Michelle Eaton-Betts said that people move to somewhere like Nailsea to get away from the city, so why turn the town into a miniature city? Let people enjoy the countryside.

Sophie Millward said she is 25 years old and has a professional job, and she cannot afford to buy. She is opposed to the sale as the properties will not be affordable.

Yvonne Baddeley said she had moved from Stoke Gifford and developments like Bradley Stoke have no community and have major traffic congestion. If the Council sells the land it will open the door for other developers.

Alan Terrell, a resident of The Bramleys, said he has lived in Nailsea for 44 years and is totally opposed to the development. He said that staff at Barratt's public exhibition were uninformed. He understands that the proposed additional car park for the Rugby Club is now not included. The Sunday morning parking along Engine Lane is 'extremely dangerous' and the Club has failed to control the parking. The development would generate 390 additional cars, with no plans to improve the infrastructure. The trains are over capacity and there is no nearby bus service for residents of Engine Lane, adding to car use. The scheme is out of character, and the land should be retained as a natural barrier, and developed for recreational use.

Diane Wheeler said the land was not the holy grail of affordable housing. She asked why the Town Council does not support the development of Youngwood Lane, because that would include more affordable housing.

As there were no further comments from members of the public, the Chairman asked if councillors had any comments.

Cllr Middleton reiterated that the population of the town is declining and the age profile continues to move towards older age groups. The town needs some growth and 30% of the development will be social housing. A significant number of the properties will be at the lower cost end of the private market.

Cllr Frappell said that she moved to Nailsea in 1945 when her father had a butcher's shop in the High Street. She recalls the time when the Waitrose site was fields. Every new development has been opposed and this is no different. Nailsea still has a community, and she still goes 'up to the village' when she goes to the town centre. The Christmas Fair demonstrated the community spirit of the town. She said that she wants to see homes for her grandchildren, and the scale of the Barratt's development would not make much difference to the town's infrastructure.

Cllr Packham said that contrary to an earlier comment, the Town Council is not desperate for cash.

**146/16 MINUTES** of the meeting of the Town Council held on 9 November were amended on page 2 to read £325,000 and not £365,000. Following this change the minutes of 9 November and 16 November 2016 were approved as a correct record.

**147/16 CHAIRMAN'S REMARKS**

The Chairman said that on Saturday 19 November he attended the Nailsea Festival of Music, held at Nailsea School. This has been held annually for 10 years and brings young people from a wide area to Nailsea to compete for awards for playing a wide variety of instruments, singing and performing. He said it is so encouraging to see so much talent amongst young people. The event is run to an extremely high standard and supported by a large number of enthusiastic volunteers. It is also good to see Nailsea School being put to such good use.

On Sunday 4 December, with his wife, he attended the Salvation Army's 'Carols around the Christmas Tree' concert held at the Methodist Church Hall in Nailsea. It was a nice way to start the festive season and to sing carols with a brass band.

On 12 December the Chairman was invited by the Nailsea & District Local History Society to receive, on behalf of the Town Council, the Greenhill Shield. This shield is awarded annually to those contributing to the development and preservation of the history of our town. The Society decided this year to award the Town Council in recognition of the restoration of the Tithe Barn, the improvements to the Glassworks site and contributions over many years towards the preservation of Middle Engine Pit. The shield is in the office.

On the evening of Friday 2 December a Christmas Fair was held in Nailsea. It was a truly memorable evening with so much going on and bringing real festive cheer to the town. The Chairman thanked all of those who worked so very hard to make the evening such an outstanding success. There are too many names for him to

mention, but they are all on the Nailsea People website. He said that events such as this make our town a great place to be a part of.

Cllr Packham concluded by saying that before moving on to the next items, he just wished to say that as Councillors we are all elected by the residents of Nailsea. As their elected representatives we are appointed to consider, debate and take decisions on behalf of the whole town, no matter how complex the issue. Tonight we have decisions to make that should reflect what is best for the town as a whole.

**148/16 CLARIFICATION OF THE TOWN COUNCIL'S POSITION REGARDING THE COVENANT ON LAND AT ENGINE LANE**

Cllr Packham set out the background to the Town Council's decisions on the lifting of the restrictive covenant.

Cllr Ponsonby said that the vote not to accept the Notice of Motion at the Town Council of 19 October was clear. She challenged the comments in the Clerk's Report regarding the offer made by North Somerset Council to lift the restrictive covenant. She explained her role in trying to negotiate a reduction in the price paid for 65 High Street (Youth House) and said that the North Somerset Executive had agreed a 5% reduction of the offer of £325,000.

Cllr Ponsonby said that a resident at the Barratt's public exhibition had been told that the covenant had already been lifted.

Cllr Packham said that Cllr Ponsonby's comments did not tally with his understanding of the agreement he had reached with Malcolm Coe, the Director of Finance at North Somerset Council. He said that to clarify the matter he would need to refer back to Cllr Pasley, the Executive Member. Cllr Ponsonby insisted that the discount offered by North Somerset Council did not apply to the land at Engine Lane.

Cllr Middleton said he was only interested in the official position of what North Somerset Council was offering to the Town Council and not the detail of communications between individuals.

Cllr J. Blatchford said that only the Executive could alter a decision made by that group. The Clerk commented that the Director of Finance was operating under delegated powers.

Cllr Packham said the offer from the North Somerset officers is £800,000 for 65 High Street plus lifting the covenant, conditional on both transactions taking place.

Cllr Jameel asked why the rest of the Council had not been party to the communication regarding this matter. The Clerk responded that this had been conducted in the normal way, and the conclusion was communicated to councillors in the Clerk's Report. His understanding was that the combined cost of £800,000 would only be triggered by agreeing to the lifting of the covenant, and both Council's had already agreed a price of £325,000 for 65 High Street, making the cost of lifting the covenant £475,000.





It was proposed by Cllr Ponsonby and seconded by Cllr Holt

**RESOLVED        The Town Council agrees to pay North Somerset Council an agreed sum to purchase the restrictive covenant on the 4 acres of land at Engine if and at such time as the Town Council has agreed to the sale of the whole 14 acres including Gaulacre.**

Cllr M.Blatchford insisted that district councillors had been advised they could not vote on the covenant. Cllr J.Tonkin said that having spoken to the Solicitor to the Council he was of a different opinion.

The vote was sixteen in favour, one against and three abstentions. Cllr J.Blatchford asked that his vote against be recorded, and Cllr Barber and Cllr M.Blatchford asked for their abstentions to be recorded.

**149/16 CONSIDERATION OF THE OFFER BY BARRATT HOMES FOR LAND AT ENGINE LANE (OPEN SESSION)**

**a) Housing Mix Summary**

Cllr Holt said the housing mix could be changed by Barratts after planning consent had been obtained.

Cllr Packham said that Barratts are obliged to comply with the planning consent, which must conform, among other things, to the Council's Housing Type and Mix Policy.

Cllr Ponsonby said that when she spoke to two Barratt's representatives at their public exhibition they could not confirm the number of units in the development, but they said that Barratts could apply for a variation.

Tim Walker, of Clarke Willmott, introduced himself as the Town Council's solicitor in the negotiations with Barratts. He said that a covenant would ensure the planning consent would bind Barratts and their successors in title. The contract would include the layout and mix now before the Council.

Cllr Jameel said that of 183 units, 55 were affordable, meaning that 128 would not be. She said that the case of the restrictive covenant on Engine Lane highlighted that covenants could be sold.

Cllr Packham said that affordable housing means social housing managed by a Housing Association. With open market housing affordable means what people can afford to purchase.

Cllr Jameel asked how many of the homes will be affordable. Cllr Packham said that the development would conform to the Town Council's Housing Mix policy and would be sold at the market rate. The Town Council cannot subsidise the purchase price of properties. Cllr Jameel said that most people will not be able to afford the properties.

Cllr Bird said he is all for building the new housing as soon as possible. His preference would be to have fewer four bed units and more affordable ones.

Cllr A.Tonkin said she would like to see more apartments as this is a good way for young people to get on the property ladder.

Cllr Wilson said that at the site visit to the Barratt's development at Yate the cheapest property was £200,000, which equated to a monthly mortgage payment of £600.

Cllr J.Blatchford said the government is changing the definition of affordable housing next month, so if the Council decided on this development now it was going to get "caught". He said that this was "really bad timing" and "not good enough."

Cllr Packham said that government policy constantly changes, and the town needs these houses now.

Cllr M.Blatchford said that Housing Associations do not have the funds to buy the affordable homes from developers and the Council should wait for the new government advice.

Cllr Middleton said that the Town Council's Housing Mix Policy is supported by North Somerset Council, and the proposal by Barratts probably exceeds the requirement and is weighted to smaller properties. He said that for private buyers no one can know what is affordable: the local market decides on prices. However, prices will always escalate when there is a shortage of housing. The proposal for 55% 2-bed and small 3-bed is realistic and rational.

It was proposed by Cllr Middleton and seconded by Cllr Hamblin

**RESOLVED        to support the Housing Mix as set out in the meeting papers.**

The vote was eleven in favour, eight against and one abstention. Cllr J.Blatchford and Cllr M.Blatchford asked for their votes against to be recorded.

Cllr Barclay said that he was abstaining because he was torn between the professional planning need to produce developments in line with a masterplan, and the urgency of the social need for more homes.

**a) Summary of the Legal Agreement**

Cllr Packham said that he wanted to remind Councillors of some of the key decisions taken over the last 13 months in relation to the offer from Barratt Homes.

At the Town Council meeting of 4 November 2015 the Council voted in favour of the following:-

*That this Council agrees to sell the land subject to planning consent and the proceeds be reinvested in the town*

At the Town Council meeting of 25 May 2016 the Council voted:

*To continue negotiations with Barratts, the rugby club, North Somerset Council and the previous land owners and to report back to the Council at the end of July*

At the Town Council meeting of 27 July 2016 the Council voted:

*To agree to Clarke Willmott drafting a contract based on the heads of terms, excluding paragraph 19*

Throughout this process the Town Council has kept the residents of Nailsea informed on progress, with the exception of the commercial details that have had to be kept confidential.

The Town Council has recognized that it required professional advice and appointed Bilfinger GVA (negotiation and commercial advice), Clarke Willmott (legal) and District Valuation Service (independent valuation advice).

The Council has now received from Barratt Homes a revised design brief. This, in particular, reflects the Town Council's Housing Mix policy, which the members had just reviewed. He concluded that the Council has undertaken a thorough and methodical analysis of the proposals to sell its land, and on the red paper tonight councillors have a summary financial offer to consider.

Cllr Hunt said this was the right time to build new homes and it would be a disgrace if the Council did not take this opportunity. She said there is a housing crisis and she has her own experience of homelessness. The Town Council must do something positive, and this is the right thing to do.

Cllr Heappey asked which housing association would be taking over the affordable homes. Cllr Packham said that this would be Barratt's responsibility and had not yet been decided.

Cllr M.Blatchford said there would be an additional 2,800 homes built in Nailsea to 2036 and the development should be well planned.

Cllr Ponsonby said she was upset about the legal report from Tim Walker as half of it had been blanked out. She said she is a former contracts manager and she had an issue with item 6 in Tim Walker's summary. She said that a deferred payment for 50% of the purchase price is not acceptable.

The Clerk commented that the only items in the report which had been removed for the purposes of placing the document in the public domain were references to the other landowners. In his opinion the redacted report gave all the material information necessary for councillors to make a decision. Cllr Ponsonby said that the Clerk was there to give advice not opinions. The Clerk said, in which case, that was his advice.

Tim Walker said that contract completion is the date the land is transferred. It does not relate to Barratt's building the houses, and if they do not complete the development the contract sum is secured by an adverse legal charge on the land.

Cllr Barber said the land was bought as green space with overages. The Town Council has to get best value from the land, and should take note that the charities which own the land on Trendlewood Way have played a long waiting game. For the Town Council to justify selling the land for development they have to prove overwhelming need and demonstrate that no other sites are available.

Cllr Barber said that she had taken legal advice and councillors who vote in favour of selling the land will be reported to the Standards Board and the Ombudsman. Further, they will be personally responsible for financial compensation for "the loss." She said she was sure there were many residents at the meeting who would make sure that councillors were reported and would face the consequences. She said that despite this, there is a way out of this mess. There is a need for a long-term plan for more than 3,000 new homes, and the area towards West End should be considered for development. The Town Council's land could be used as a green ransom area, and with a large-scale development there would be enough S106 funding for road improvements. Building 180 homes per year would be sustainable.

Tim Walker said the Town Council has a responsibility to get professional advice to ensure it gets best value, which it has done, and has a policy to get an appropriate mix of tenure and design. Those advising the Council are very sensitive to the Council's objectives in the negotiations.

Cllr Phillips introduced himself as a planning consultant. He said the proposal for 2,800 homes is on a wholly different timeframe to the proposal for Engine Lane and should not be discussed in the same context.

Cllr Heappey said that by not putting the land out to open tender councillors are "hanging ourselves".

Cllr Middleton said that he was reassured by the legal advice provided by Tim Walker, and is content with the framework of the deal. He said the potential future value of the land is speculative, and could go down as well as up.

Cllr Wilson asked whether advice from the District Valuer had been sought. The Clerk commented that a report from the District Valuer had been received that day. It was a confidential item and a copy would be distributed later to councillors. However, with reference to earlier comments assuming that the Council was getting a poor financial deal from the Barratt's offer, he quoted the District Valuer as being "prepared to certify that the proposed terms represent Market Value."

Cllr Ponsonby said the Council would make more money when the overage reduced from 50% to 25%. She said that she wanted the discussion about the financial offer to be discussed in open session.

Cllr Packham said the Council had to act responsibly and the financial offer had to be considered in closed session to respect the other landowners, as well as

Barratts. In response to Cllr Barber he said that North Somerset Council may have a plan to build 2,800 houses west of Engine Lane, but the Town Council has no such plans.

Cllr J. Blatchford challenged Tim Walker on the drafting of the overage provision in the draft contract. Tim Walker explained the calculation.

Cllr Pettford said that the meeting had got bogged down over money. The priority is new housing to get more children and businesses into the town. The money raised by the land sale would be spent on the town.

Cllr Heappey agreed that this deal was not about the money, so the capital receipt could be used to subsidise the purchase price of homes and to improve the roads. Cllr Packham said that improving the infrastructure is the responsibility of North Somerset Council.

Cllr Heappey asked what would happen if planning approval was not granted. Tim Walker confirmed that the sale cannot complete until planning consent is obtained. The Town Council will not make representations regarding the planning application: the decision it has to make as the owner is whether or not to sell.

Cllr Jameel said that the lanes to West End are already over-capacity. They are dangerous for cyclists, horse-riders and pedestrians and it is the Town Council's responsibility to take these concerns on board.

#### **150/16 CONSIDERATION OF THE OFFER BY BARRATT HOMES FOR LAND AT ENGINE LANE (CLOSED SESSION)**

##### **a) Summary Financial Offer**

The Chairman informed the meeting that as per the agenda the next item would be discussed in closed session.

Pursuant to section 1 (2) of the Public Bodies (Admissions to Meetings) Act 1960 it was

**RESOLVED:       that because of the confidential nature of the business to be transacted, the public and press leave the meeting during consideration of the above. The meeting therefore closed at 9.34pm.**

The meeting opened at 10.12pm and members of the public were invited to return to the meeting.

Cllr Middleton said he was interested in getting new homes built, and he was satisfied with the financial arrangements. The proposed development at Youngwood Lane was likely to go to appeal and so, even if approved, would not produce any new homes for at least two years. In his view the development of Engine Lane was the best the Town Council can do to get new homes as soon as possible.

Cllr Barber repeated her comments about having taken legal advice and the consequences to councillors who vote in favour of selling the land. Cllr A.Tonkin said she strongly objected to being threatened.

It was proposed by Cllr Barber and seconded by Cllr Ponsonby

**RESOLVED:** that there should be a named vote on the proposition.

The vote was thirteen in favour, two against and five abstentions.

It was proposed by Cllr Packham and seconded by Cllr Middleton

**RESOLVED:** Nailsea Town Council, having fully considered the offer from BDW Trading Ltd (Barratt Homes) and taken advice from its professional advisors, agrees to proceed to enter into contract for the sale of the two parcels of land with titles numbered ST 202738 and AV 234681 to BDW Trading Ltd subject to the granting of a Qualifying Planning Permission. The final draft Contract to be submitted to the Town Council for its approval prior to signature.

The vote was as follows:

For	Against	Abstention
Cllr Bird	Cllr Barber	Cllr Barclay
Cllr Frappell	Cllr J.Blatchford	
Cllr Hamblin	Cllr M.Blatchford	
Cllr Hunt	Cllr Heappey	
Cllr Lees	Cllr Holt	
Cllr Middleton	Cllr Jameel	
Cllr Packham	Cllr Ponsonby	
Cllr Petford	Cllr Wilson	
Cllr Phillips		
Cllr A.Tonkin		
Cllr J.Tonkin		
<b>11</b>	<b>8</b>	<b>1</b>

Due to the time taken for the meeting to reach this point, the Chairman suggested, and it was agreed, to defer the remaining agenda items for a future meeting.

The meeting closed at 10.20pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONFIDENTIAL**

The Members of Nailsea Town Council  
care of The Clerk, Mr I Morrell

Our ref: CP015/0414/0427/421442.00002

Your ref:

16 January 2017

Dear Sirs

**Report to the Members relating to the proposed sale of land belonging to the Town Council to  
BDW Trading Limited**

This report is prepared to assist the Council in making a decision authorising the signing of the sale contract relating to land belonging to it situate off Engine Lane, Nailsea. This report sets out the principle terms of the Conditional Sale Contract, Transfer and Overage Deed which will govern the legal relationship with the Buyer and with the owners of third party land also included in the transaction. This report follows our previous report provided to assist the Council in taking the decision in principle to proceed with the sale and for completeness we have included that summary in this letter and updated it where necessary to include key financial terms.

**1 The Land to be sold**

We attach a plan which shows with red edging the total extent of the Land. The land belonging to the Town Council is hatched blue and hatched purple and the Council's title to this land is registered with title absolute under titles numbered ST 202738 and AV 234681.

The Land also includes land belonging to [REDACTED]  
[REDACTED] registered with title absolute under ST 308200 (hatched yellow) and land belonging to [REDACTED]  
[REDACTED] registered with possessory title number ST 318325 (hatched green).

Part of your land is subject to a Lease to Nailsea and Backwell Rugby Football Club Limited dated 17 June 2013. The sale will be subject to this Lease.

The net sale proceeds and additional consideration to be paid pursuant to the sale contract are to be divided between these owners proportionately to land areas and the percentage payable to the Town Council is [REDACTED]

That part of your land which is registered under AV 234681 (hatched blue) and formerly belonged to Avon County Council is subject to a covenant that the land shall not be used for any form of residential development ("the NSC Restriction"). Terms have been agreed for the release of this



covenant at a price of £475,000 to enable the sale to take place. The sale contract is conditional upon this agreement being entered into.

The remaining part (hatched purple) is subject to covenants contained in an Agreement for Sale dated 21 December 2007 whereby the Council agreed to pay overage to the original owners, [REDACTED] ("the 2007 Overage"). Overage is payable upon the increase in the market value above either £114,000 or the current market value without planning permission for development in the event that a planning permission for development is granted within a period of 30 years. The percentage rate currently applicable is 50% of the uplift in value. Terms have been agreed with the original owners whereby the actual sale price will be fixed at the net sale price to the Buyer and the overage will be payable in the same proportionate sums upon receipt of the sale price ie the deferred element will be paid on the deferred payment date. The contract for sale is conditional upon this variation being entered into.

## **2 The Buyer**

The proposed buyer is BDW Trading Limited. This is the name of the company which holds all the land assets of the Barratt and David Wilson Homes Group. A parent company guarantee from Barratt plc will be available for the financial obligations of the buyer which follow completion of the purchase.

## **3 The Contract Conditions**

The obligation of the Buyer to purchase is conditional upon the grant of a Qualifying Planning Permission ("QPP"). This is a planning permission for the Proposed Development which is immediately implementable upon grant and free of Onerous Conditions. Onerous Conditions follow a relatively standard definition for contracts of this nature. It is unlikely that Onerous Conditions would apply, but this acts as a protection for the Buyer in the unlikely event that they do. The Onerous Conditions include a requirement to provide more than 30% of the total number of residential dwellings for affordable housing or the payment of a commuted sum in lieu of affordable housing or a requirement that more than 80% of the affordable housing be of rented tenure. If there were a condition or conditions which made the proposed development commercially unviable, these would also amount to Onerous Conditions.

Following exchange of contracts, the Buyer is to use reasonable endeavours to take such steps as are reasonably necessary to promote the Land and the Rugby Club land for the proposed development and to obtain a QPP as soon as reasonably practicable. For that purpose, a Planning Application is to be submitted in the joint names of the Buyer and the Owners within six months from the date of the contract unless otherwise agreed between the parties.

The application must first be approved by the Owners, but approval may only be withheld if the proposed development does not accord with the standards set out in the Nailsea Town Council Housing Type and Mix Policy and the Barratt Homes Build for Life 12 Guidelines and the Design Code (such documents being referred to in this letter as "the Design Requirements").

The Proposed Development for which the planning application is to be made must comply with the Design Requirements and must include approval for works necessary to provide for the servicing of future development beyond the Land. It will also include sports pitch works on the existing Rugby Club ground.

In addition to the Planning Condition, the contract to sell and purchase is subject to the Cable Condition. This condition is the approval of the proposed route for the new main cabling required for the Hinkley Point line being agreed by National Grid so as to run through the new highway network on the development land. This is necessary in order to implement the Proposed Development. The parties are to act together to discharge this condition

There is a period of 24 months for these conditions to be discharged. That period may be extended if, at the expiry of that period, there is still an outstanding application, appeal or court proceedings or a dispute as to whether the conditions have been discharged. Furthermore, the period may be extended for up to 12 months if the Planning Condition has been discharged, but the Cable Condition has not.

There is also an ultimate longstop date of 42 months from the date of exchange of the contract. After the expiry of the contract period, either party may terminate the contract.

The Buyer may not elect to waive the Planning Condition (save for any onerous condition) but may waive the Cable diversion condition.

#### **4 The Sale and Purchase Terms**

The contract is for the sale at a Base Price which is [REDACTED]. This price will be subject to adjustment either upwards or downwards in the event that the outcome of the planning application requires the payment of community infrastructure levy and planning gain (aggregated together) which is different from the threshold of £915,000 (which equates to £5,000 per plot). If there is a saving on the anticipated cost, it will be added to the base price. If there is an excess over the anticipated costs, this will be deductible from the base price. There is to be a maximum deduction figure calculated at a rate of £10,000 per dwelling. If the aggregate cost of planning gain and CIL exceeds that figure, the planning condition of the contract will not be satisfied unless the Sellers, at their discretion, choose to allow a larger deduction from the Base Price or the Buyer, again at its discretion, chooses to complete the purchase notwithstanding the excess.

A deposit of 1% of the Base Price will be paid on exchange and will be refundable to the Buyer if the conditions are not discharged.

The sale price is to be apportioned between the Sellers in the following proportions:

[REDACTED]

[REDACTED]

[REDACTED]

## **5 Transfer Terms**

The transfer of the Land on completion will exclude a ransom strip adjacent to the boundaries of the Land. This will be placed in the joint ownership of the present landowners in their respective shares. The Buyer will be required to construct roads to serve this ransom strip during the course of its development.

The transfer will contain a covenant by the Buyer as follows: "Not to carry out any development on the Property save in accordance with the Planning Permission and any variation to it which substantially conforms with the Proposed Plans and the Design Code PROVIDED THAT this covenant shall cease to apply 5 years from the completion of the initial development of the Property in accordance with this clause and provided also that this clause shall not prevent purchasers of individual dwelling houses making alterations to those dwelling houses which are permitted by the grant of planning permission issued after the completion of the original dwelling house."

The Proposed Plans and Design Code are those referred to in the Design Requirements described above.

## **6 Deferred Payment**

50% of the Sale Price will be deferred and will be payable 18 months after the Completion Date. The payment will be secured by a first legal charge over the Land with provision for release of part of the Land to facilitate the development and sale of the first plots. The legal charge be granted to this firm's Trust Corporation in order to facilitate the process of releasing the charge when the deferred payment is made. The Trust Corporation will hold the benefit of the charge for the owners and overage holders in their proportionate shares in the deferred payment. We consider this to be a fair and normal arrangement for securing such payments.

## **7 Additional Consideration**

An overage deed will be entered into upon completion in favour of the Sellers. If the total gross sale proceeds from the sale of all the units permitted on the land exceed a threshold, a further payment will be made by way of additional consideration at [REDACTED] of the excess. The threshold is [REDACTED] per square foot of all the residential units of private residential accommodation.

## **8 The Sellers' Obligation under the Conditional Contract**

The Sellers must continue to use the land for current purposes and not take any action which prejudices the obtaining of planning permission nor make any application for planning permission themselves. The Sellers may not sell or otherwise dispose of the land whilst the contract subsists unless this is subject to a deed of covenant to comply with the terms of the Sale Contract.

The Sellers must enter into Planning Agreements (under section 106 of the Planning Act 1990) or Works Agreements (eg under section 38/278 of the Highways Act 1980 or section 104 of the Water Industry Act 1990) required to obtain or implement the planning permission. The Sellers must allow the buyer to have access to the property for carrying out ground investigation, for the negotiation of planning agreements, to effect hedge or tree planting if that will facilitate the grant of a planning permission and for any other reasonable purpose in connection with the obtaining of qualifying planning permission.

The Town Council is responsible for making the payments required to procure the release of the NSC Restriction and the 2007 Overage.

The [REDACTED] Land is also subject to overage provisions and those owners must procure the release of that land from that overage.

#### **9 Offer to local residents**

The Buyer has agreed to give local residents the opportunity to purchase a property prior to the general release of the first phase of properties to the market. The Buyer must agree the strategy for this with the Town Council and allow persons on the Council's list of local people who qualify the opportunity to purchase in advance of that public release.

#### **10 Summary**

We consider that the terms of this draft contract reflect the fair and reasonable terms which we would recommend for a seller to enter into such an agreement. We consider that there is no legal reason why the Town Council should not enter into this contract.

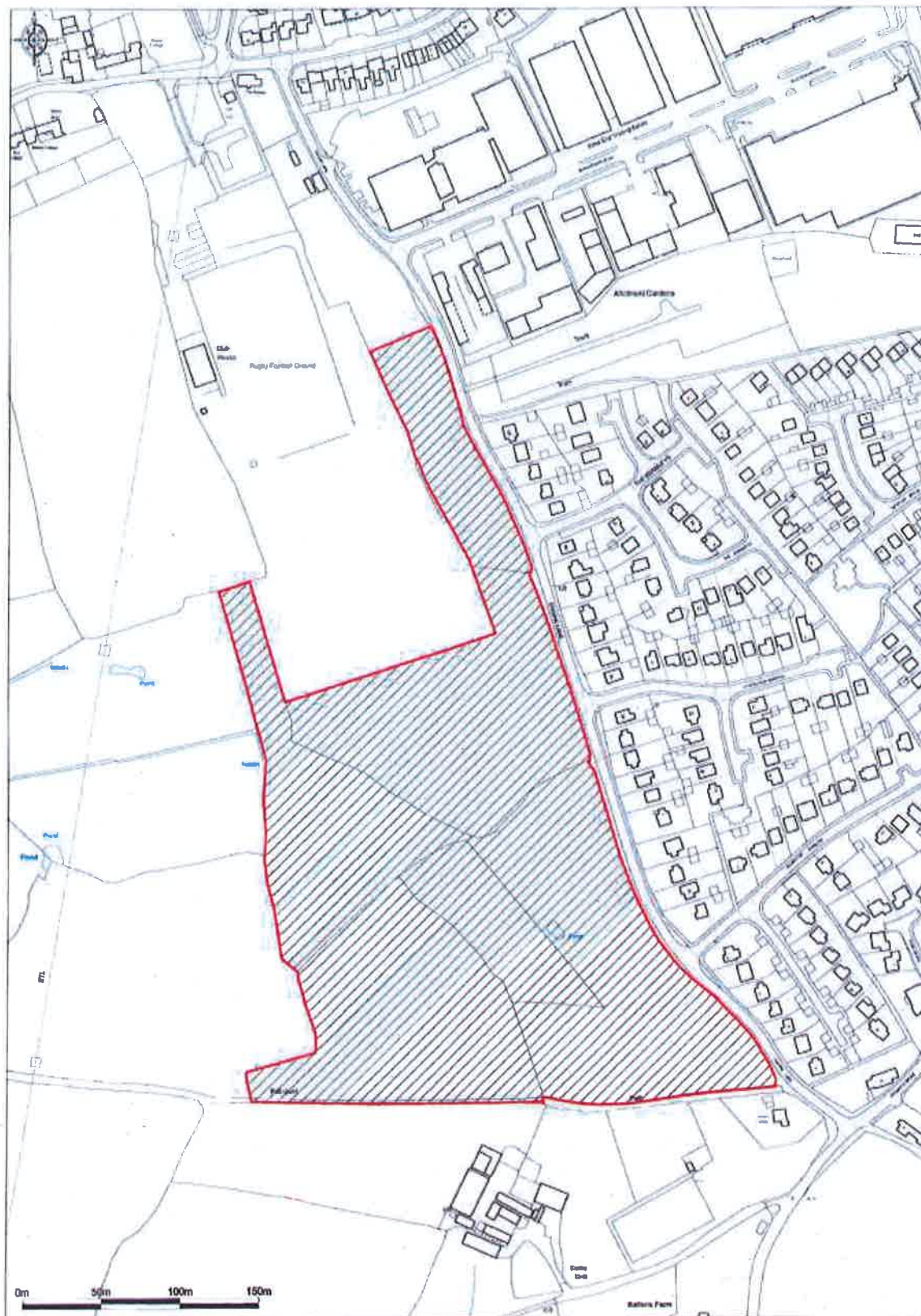
Yours faithfully

**Clarke Willmott LLP**

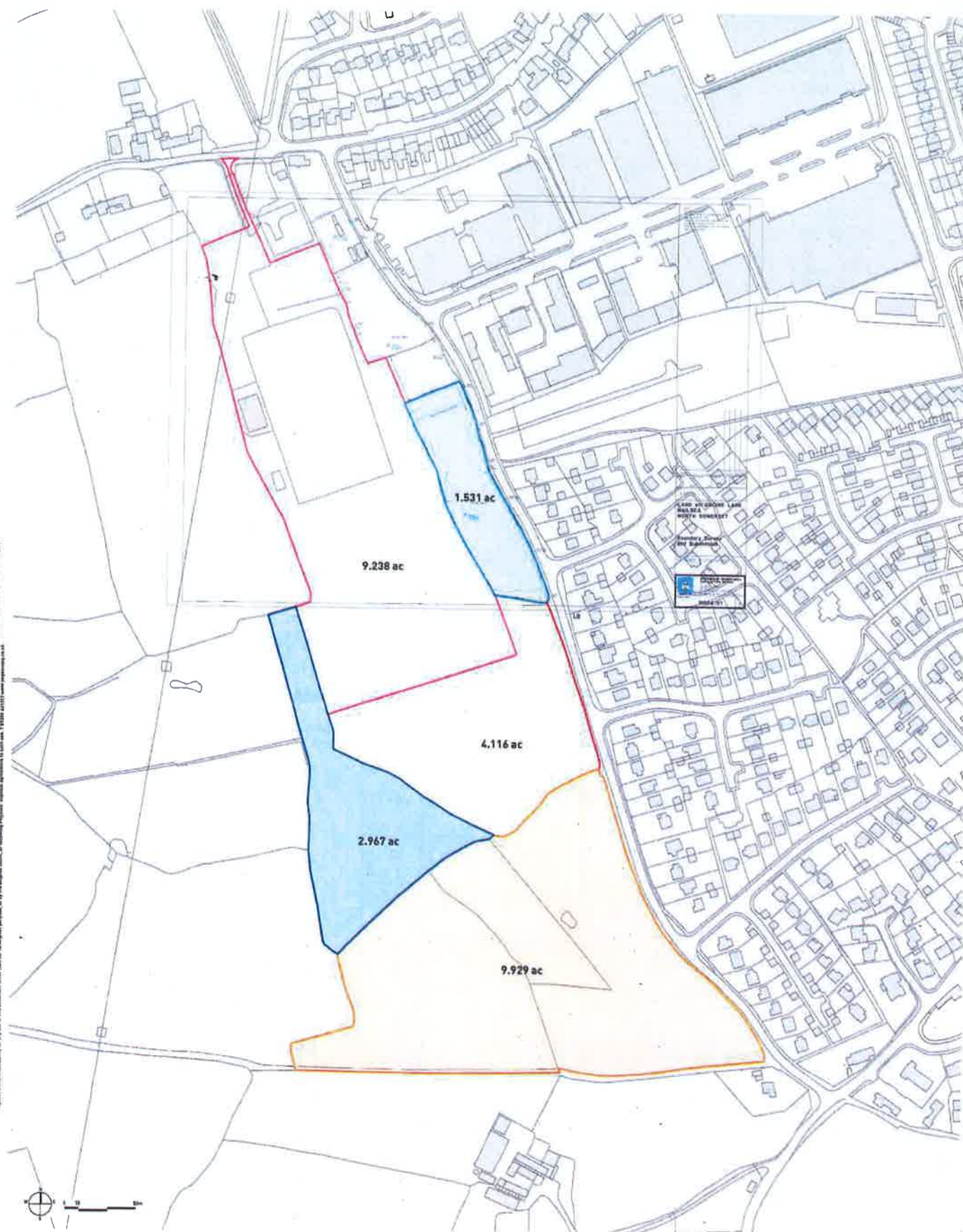
t: 0345 209 1813 / 0117 305 6813  
m: 0345 209 1813 m: 07901 853 270  
e: Tim.Walker@clarkewillmott.com  
f: 0345 209 2548 / 0117 981 1523  
Enclosure

plan.

Engine Lane, Nailsea







	NAILSEA TOWN COUNCIL
	
	
	RUGBY CLUB

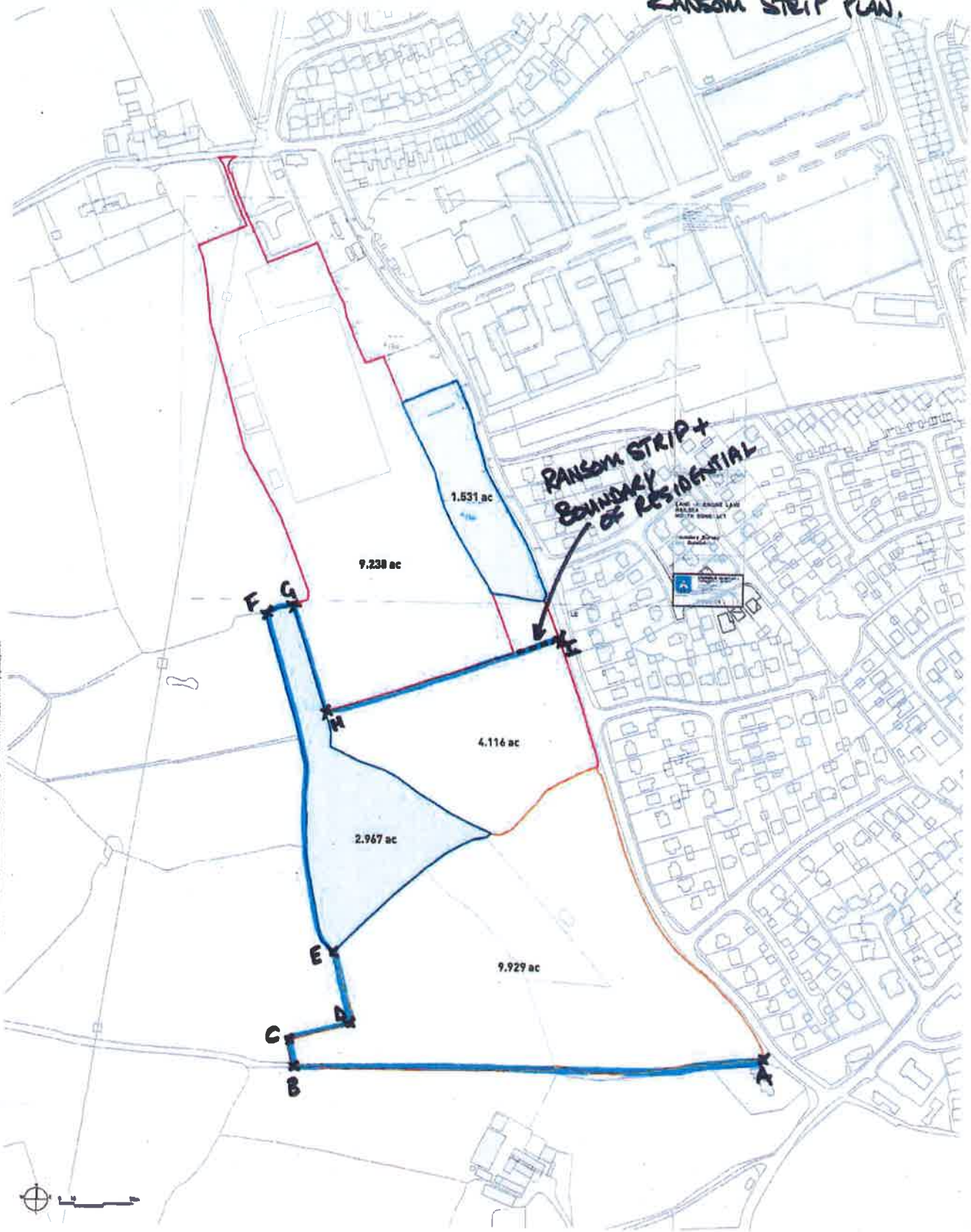
## Pegasus Design

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Land ownership plan

# RANSOM STRIP PLAN.

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- KEY:**
- NAILSEA TOWN COUNCIL
  - BERNARD GREY
  - BAKER / PLETTS / DYER
  - RUSBY CLUB

ENGINE LANE, NAILSEA - LAND OWNERSHIP

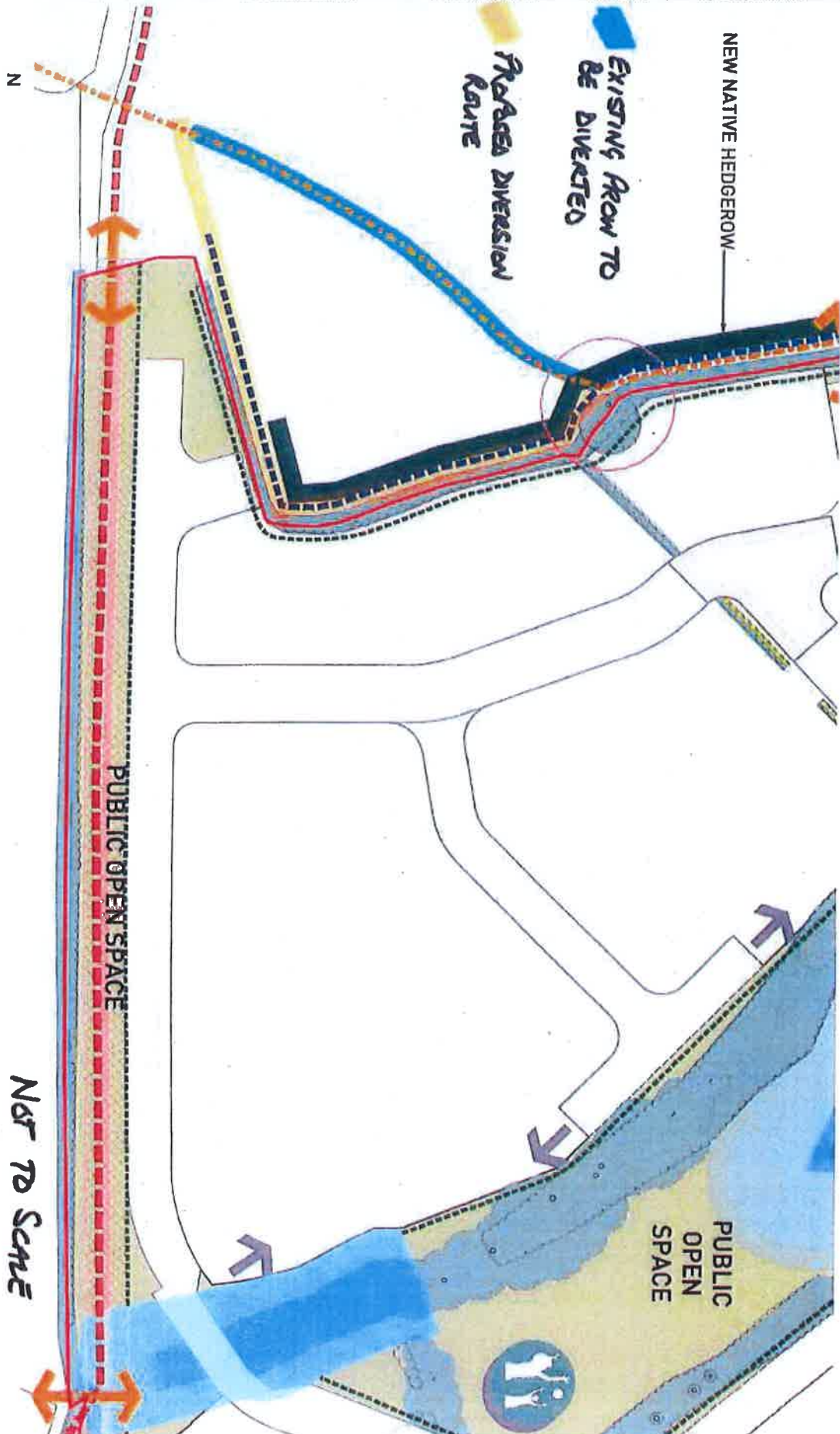


Ransom strip plan



PROW plan .

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**Valuation Office  
Agency**

**DVS** Property Specialists  
for the Public Sector

**Report and Valuation regarding:  
Land West of Engine Lane, Nailsea**

**For:**

**Nailsea Town Council**

**Prepared by:**

**W Robert J Gill BSc MRICS  
Principal Surveyor,  
RICS Registered Valuer  
DVS**

**Tel: 07885 519715**

**Email: [rob.gill@voa.gsi.gov.uk](mailto:rob.gill@voa.gsi.gov.uk)**

**DVS Reference: 1620125/WRG**

**Date: 20<sup>th</sup> December 2016**

## COMMERCIAL IN CONFIDENCE

### LAND WEST OF ENGINE LANE, NAILSEA

#### 1. ADVICE REQUESTED

It is understood that I am instructed to carry out current market valuations of 2 parcels of land to the West of Engine Lane, Nailsea, known as 'Gaulacre' and 'Engine Lane'. I further understand that the valuation basis is to be Open Market Value (part subject to tenancy) with the special assumption that planning permission for residential development is in place, and compliant with local plan and Nailsea Town Council housing mix policies. It is further understood that various parts of the land are subject to a restrictive covenant and an overage provision, and you require advice in regards to the value effect and potential considerations for release or trigger of these conditions.

You will be aware that it is the responsibility of Local Authorities to dispose of property for the 'best price' reasonably obtainable (under the provisions of section 123 of the Local Government Act 1972).

My valuation advice has been prepared in accordance with the Royal Institution of Chartered Surveyors (RICS) Valuation - Professional Standards 2014 UK Edition. Compliance with the RICS professional standards and valuation practice statements gives assurance also of compliance with the International Valuations Standards (IVS)

The basis of value will be Market Value (MV). RICS VPS 4, para 1.2 defines MV as:

'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'

On occasion, it may be agreed that a basis of value requires to be modified and a Special Assumption added, for example where there is the possibility of Special Value attaching to a property from its physical, functional, legal or economic association with some other property. Any Special Assumptions agreed with you have been captured below under the heading Special Assumptions, in accordance with VPS 4, para 3 of the RICS Valuation - Professional Standards 2014 UK edition, and will be restated in my report.

This Valuation Report has been prepared by a Chartered Surveyor and RICS Registered Valuer, acting as an external valuer, who has the appropriate knowledge and skills and understanding necessary to undertake the assessment competently.

In accordance with the requirements of the RICS standards, the VOA has checked that no conflict of interest arises before accepting this instruction. It is confirmed that I am unaware of any previous conflicting material involvement and am satisfied that no conflict of interest exists.

You should also be aware that the Valuation Office Agency has been involved in other valuations for Nailsea Town Council within the last two years.

#### 2. INFORMATION PROVIDED

You have provided me with the following information/documents:

- a) Land Registry details for both the 'Engine Lane Land' and 'Gaulacre Land'.
- b) 'Gaulacre Land' sale agreement dated 2007.
- c) Copy lease of the 'Engine Lane Land'

d) Offer letters, plans and details of the proposed development from Barratt/David Wilson Homes (BDW).

e) Nailsea Housing Mix Policy (March 2014).

This information, together with information from our own records has been relied on in preparing this report and should any of it prove to be inaccurate or subsequently changes, my valuation may need to be revised.

### **3. SITUATION AND DESCRIPTION**

The property comprises 2 adjoining parcels of land known as 'Gaulacre' and 'Engine Lane'. The Gaulacre land briefly comprises agricultural pasture located to the West of Engine Lane, and North of Battens Farm. Vehicular access is available to the land off the made up and adopted Engine Lane. The site extends to 4.019 hectares (9.93 acres) or thereabouts, and is shown edged red on the plan attached at appendix A to this report for identification purposes only.

The 'Engine Lane Land' is currently leased to Nailsea and Backwell Rugby Club, and laid out as playing fields and open space. It is located immediately to the North of Gaulacre, and West of Engine Lane, with vehicular access available off the made up and adopted Engine Lane. The site extends to 1.669 hectares (4.12 acres) or thereabouts, and is shown edged red on the plan attached at appendix B to this report for identification purposes only.

The property was externally inspected on 9<sup>th</sup> December 2016.

### **3. GROUND CONDITIONS**

Public Health England suggest that the subject land is in a Radon affected area, with a 1% to 3% probability of buildings having an above actionable level of Radon present. Radon is a radioactive gas, and undetectable without specialist equipment. It originates from bedrock and soils, and is found everywhere in the UK. The radon level in the atmosphere is very low and is not considered to pose a threat to public health, however it can be concentrated in buildings. In this case, any development of property will likely require the incorporation of Radon mitigation measures, and which will have a cost impact.

11 and 33 kilovolt aerial power lines traverse the Gaulacre land from the South East to the North, and represents a constraint on potential development without management or relocation, and a cost impact if they are to be moved.

It is understood that a 450 millimetre water main is buried in the land, and runs from North to South. This also represents a constraint on potential development without management or relocation.

It is understood that there are ecological constraints on the site, and in particular foraging bats over the Gaulacre Land. It is understood that this imposes a further constraint on potential development of this land through the requirement to allow a flight path with low artificial light pollution.

The site is not indicated by the Environment Agency as being in an area at risk of flooding, and it is assumed for the purposes of this report that no such risk exists.

No ground investigations have been commissioned or carried out in connection with this report, and it is assumed that any investigation would not reveal the presence of any contamination on or in the land.

The property is situated in an underground mining area and in view of the possibility of mine workings and the increased risk of damage from underground mining subsidence, it is recommended in our Standard Terms of Business (a copy of which has been supplied) that a report is obtained from the Agency's Mineral Valuer. However, as you have not requested such a report you are deemed to have instructed the Agency to assume in arriving at its viability assessment:-

- (i) that the property valued is not at the date of viability assessment affected by any mining subsidence and will not be so affected in the future; and
- (ii) that the site is stable and will not occasion any extraordinary costs with regard to Mining Subsidence.

You hereby accept that the Board of HM Revenue and Customs for and on behalf of the Agency and its employees cannot, in these circumstances, provide any warranty, representation or assurance whatsoever to you or any third party as to the mineral stability or otherwise of the subject property being assessed and you hereby agree to waive any claim which you might otherwise have had against the Board, the Agency or any of their employees for negligence or breach of contract arising from any loss or damage suffered as a result of the fact that the Agency's viability assessment on your specific instructions, is to take no account of any matters which might reasonably be expected to have been disclosed by an Underground Mining Subsidence Report.

#### **4. OUTGOINGS, EASEMENTS, COVENANTS AND CONDITIONS**

I am informed that the transfer of the 'Engine Lane Land' in December 1993 contained a covenant that the land shall not be used for any form of residential development. As this seeks to prevent such use of the land, it represents a restrictive covenant.

I am also informed that the transfer of the 'Gaulacre Land' in January 2008 contains a covenant requiring the owner (Nailsea Town Council) and their successors in title to pay overage to the original owners in the event of a sale or grant of planning permission.

Both of these restrictions are further explored later in this report.

It is understood that the land is subject to electricity and water wayleaves/easements.

It is understood that there is a reservation of mines and minerals to a third party over all of the subject land.

I have not been informed of any other outgoing, easements, covenants and conditions affecting the subject land, and this report is made on the assumption that no such onerous restrictions exist.

#### **5. TENURE**

It is understood that the 'Gaulacre Land' is held freehold subject to a short grazing licence, and vacant possession will be available prior to any transfer.

The Engine Lane land is held freehold subject to a lease to Nailsea and Backwell Rugby Football Club Ltd. The lease is dated 17<sup>th</sup> June 2013, and commenced on the same date for a term of 5 years at an annual rent of £1. Among the more usual lease provisions, it is noted that the tenant is responsible for maintaining the property in good repair, there is an absolute alienation clause, and the lease is specifically contracted out of the security of tenure provisions of sections 24 to 28 the Landlord and Tenant Act 1954. Whilst there are 18 months remaining on the lease, it is understood that the Rugby Club are party to potential wider development site discussions, and as a consequence of this, are prepared to surrender the lease for no consideration. This report is made on that assumption, but should this prove to not be the case my valuation may need to be revised.

## 6. PLANNING

No formal or informal enquiries have been made of North Somerset Council's Planning Department, however the Local Plan and associated documents have been considered in connection with this report. The land is currently designated as being open countryside outside the settlement boundary in the Adopted Replacement Local Plan, and as such any proposed development will be strictly controlled. The land does however form part of a site currently under consideration for the potential allocation of residential development. This proposal is currently undergoing public consultation, and is not therefore established policy but is a material consideration. The draft consideration includes for access off Engine Lane, with strong hedge boundaries to be maintained; a full transport assessment to be undertaken; replacement or improved sports facilities to be provided; a housing mix to meet local needs to be delivered; and consideration of the fact that the site is within a 5 kilometre consultation zone for bats.

In regard to housing to satisfy local need, Nailsea Town Council published a Housing Type and Mix Policy in 2014, and this is specifically referred to in the draft consultation regarding site allocation. This policy seeks the following objectives:

*The Council will require new housing developments of 5 or more dwellings within Nailsea to provide a mix of housing types to meet the needs of current and future populations, create a balanced age structure which will support the sustainability of the town and enable existing residents and future generations to stay within the local area. Proposals for new residential development within Nailsea and on allocated sites will be permitted provided:*

- *They contain a range of housing types which meet the needs of the local population. In particular new housing developments should contain a mix of :
  - o One bedroom properties
  - o 2-3 bedroom properties aimed at young families
  - o A range of 2-3 bedroom properties, including houses, apartments and bungalows, aimed at people downsizing from larger properties.
  - o Age-restricted retirement properties*
- *On housing developments of 10+ dwellings (or on sites of 0.3 hectares or above) no more than 20% of new dwellings will be 4 bedrooms or more (after taking account of the allocation of affordable housing).*
- *Housing developments comprising 5-9 dwellings no more than 2 dwellings will be 4 bedrooms or more (after taking account of the allocation of affordable housing).*

It is understood that if terms for a land transfer to BDW are agreed, they will as a condition of the transfer seek an implementable planning permission that conforms with Local Plan and Town Council Policy requirements.

The current proposal is for residential development and Rugby Club facilities improvement over a wider site area of 7.68 hectares (18.974 acres) [redacted] ownerships, of which the Town Council's interest extends [redacted]. The proposed development comprises 183 residential units, of which 30% will be for affordable housing (approximately 80% for social rent, and 20% shared ownership). In addition, there is to be public open space, sustainable urban drainage land, and improvements to the Rugby club facilities.

## 7. SERVICES

It is understood and assumed for the purposes of this report that all mains services are either connected to, or are available at the site.

## 8. OFFER BACK TO FORMER OWNER

I have not been made aware of the full circumstances surrounding the original acquisition of the sites, and therefore whether or not the plots were originally acquired under Compulsory Powers or the shadow of Compulsory Powers. If so, there may be a requirement for your Council as a Public Body under Governmental guidelines to offer the land back to the former owners at current open market value (DAO (Gen) 13/92 refers, the 'Crichel Down rules').

Whilst it is considered highly unlikely that such a requirement exists in this case, it is nonetheless recommended that your Authority satisfies itself on this point prior to any potential transfer of the land.

## 9. SITE ASSEMBLY AND LAND VALUE EQUALISATION

Messrs BDW have held discussions with a number of interested parties in regards to their proposed development of the wider site, including the various land ownership interests, and the Nailsea and Backwell Rugby Club. These discussions are at an advanced stage, and aim to bring the interested parties together to agree a transfer of land conditional on gaining a planning consent. Whilst the land ownership of Nailsea Town Council could potentially be independently developed, but mitigation, drainage arrangements and services diversions would suggest a dramatically reduced potential development in terms of numbers of units, and therefore a likely disproportionately lower land value. This would be exacerbated by the local planning authorities expressed emerging policy view that the Rugby Club would require enhancement.

One of the land ownerships is located away from the access, and it could be validly argued that this land has a proportionally lower value through requiring access over third party land. This argument is however countered by the overall contribution of this land to the proposed wider development, in that without it a greater proportion of the remaining land would need to be allocated for infrastructure such as drainage and public open space arrangements. On this basis, an equalisation of land value approach has been suggested and I understand agreed in principle by all parties. This approach is common in my experience where land owners co-operate to maximise overall revenue from a proposed development scheme.

In this regard, it is calculated that on the basis of the latest land area apportionment, the Town Council's share of potential development value is assessed as being

I understand however that the slightly more beneficial proportion of applying to a slightly reduced overall development site area will be maintained, and this has been provisionally agreed by the respective land ownerships.

## 10. GAULACRE LAND OVERAGE CLAUSE

As confirmed earlier in this report, the transfer of the 'Gaulacre Land' in January 2008 contained a covenant requiring the owner (Nailsea Town Council) and their successors in title to pay overage to the original owners. Overage is payable upon the increase in the market value above £114,000 (less costs properly and reasonably incurred in any sale or application for planning permission) in the event of a sale or grant of planning permission within a period of 30 years from the date of the original transfer. The percentage rate applicable to the uplift in value is 50% up to the 15<sup>th</sup> anniversary of the transfer (January 2023), 25% from this date until the 25<sup>th</sup> anniversary (January 2033), and 15% from this date until the expiry of the overage period (January 2038).

It is understood that legal advice to your Council has confirmed that this is a lawful provision. It applies to any sale of the property, and also to the Council's successors in title. In this regard, it is understood that if a sale occurs to BDW, they will as a condition of any sale require title to be free from such a restriction. In the light of this, it is further understood that negotiations are being undertaken to remove the restriction entirely once the first trigger event has occurred, thereby allowing clean title to be

transferred. If this is not possible, BDW would have to accept the restriction in any transfer.

The effect of this condition is that Nailsea Town Council will be required to pay 50% of the transfer value of the Gaulacre land, less £114,000 and the professional costs incurred in any transfer in the event of any sale prior to January 2023.

## **11. ENGINE LANE LAND RESTRICTIVE COVENANT**

As confirmed earlier in this report, the transfer of the 'Engine Lane Land' from the then Avon County Council to Nailsea Town Council in December 1993 contained covenant that the land shall not be used for any form of residential development. The benefit of this restrictive covenant has passed to the successor Authority to the vendor, North Somerset District Council. It is understood that legal advice available to your Council has confirmed that this constitutes an enforceable restrictive covenant on the Engine Lane land, and will require to be released in order to allow development of the land by the proposed purchasers.

The price for the release or modification of a restrictive covenant is usually assessed on behalf of the covenantor, at least initially, on the basis of a proportion of the net development value of the land in question. The proportion can be as high as 50% (as has been determined in the Lands Tribunal case re SJC Construction (1975)). If however an application is made to the Upper Chamber (Lands Tribunal) under the provisions of section 84 of the Law of Property Act 1925 for release of the covenant, the Tribunal will in all likelihood initially decide as to whether or not any proposed price of release could have been obtained on this basis, and if so, the fair price of release may rather be determined by reference to the loss to the objector, which in turn may well be assessed at a much lower percentage, being either the loss of value of benefitting land, or alternatively the loss of potential sale value at the time the covenant was imposed. This principle has most recently been confirmed in the case *Winter v Traditional & Contemporary Contracts Ltd* 2007. Whilst an award was made in the latter case, it only reflected damage to the amenity of benefitting land, with the judgment stating that if it was not for this, the award would have been nominal. The range of possible outcomes under these circumstances therefore could be from as high as 50% of the incremental value on a share of the premium basis to as low as a nominal sum on the 'loss to objector' basis.

It is understood that a provisional agreement has been reached with the successor covenantor, North Somerset District Council, for release of the restrictive covenant in the sum of £500,000, which has been subsequently negotiated down to £475,000. I was not party to these discussions, and I have not been informed of the details as to how this negotiated figure has been arrived at, however in my view, it lies within an expected range. Such a range would in my view approximate from a 'loss to objector' basis as at the date of the original transfer of the land in December 1993 in the region of £240,000 up to a maximum upper range figure in the region of £900,000. Whilst the provisionally agreed release price lies below the mid-point of this range, it is considered that there may be some room for further negotiation. This is however potentially hazardous. North Somerset District Council will have, as the Town Council does, a statutory duty in land transactions to achieve the best price reasonably obtainable. Any approach to them to potentially re-negotiate terms may well be resisted, in which case to take the matter further, your Council would have to apply under the provisions of section 84 of the Law of Property Act 1925 to the Upper Chamber (Lands Tribunal) to have the restriction lifted. This in itself poses risks in terms of costs of litigation, the unpredictability of the Tribunal decision, and the delay such a process would introduce. The risk of delay could lead to the collapse of the complex site assembly deal in its entirety, or introduce a risk of greater planning gain requirements through the application of the Community Infrastructure Levy, which would in turn represent a development cost, and therefore reduce the sum available for land purchase. The decision is therefore finely balanced, and I would recommend that an approach is made initially to explore the possibility of a potential renegotiation.



## **12. TERMS FOR SALE OTHER THAN VALUE**

### **a) OVERAGE**

It is understood that any sale will be subject to an overage clause designed to share in greater than anticipated development return or 'super normal profit'. The clause will be designed to allow the Council to share [REDACTED] of the gross apportioned sale proceeds from the sale of all the market dwellings in the scheme above a threshold value equating to £[REDACTED] per square metre ([REDACTED] per square foot) Gross Internal Area.

### **b) ADJUSTMENT TO AGREED PRICE**

It is understood that the sale will be agreed on the basis of a 'Base Price' which will be subject to adjustment either upwards or downwards depending upon the outcome of the planning application; the requirement in terms of Community Infrastructure Levy (CIL), and other planning gain where it deviates from the anticipated amount. If there is a saving on the anticipated amount, it will be added to the base price or in the case of an excess, a deduction will be made from the base price. Any potential deduction will be limited by a maximum figure to be confirmed in due course, above which either party will not be bound by the condition.

### **c) RANSOM STRIP**

The proposed sale will exclude a 'ransom strip' adjacent to the boundaries of the wider development site, and each land interest will have a share of ownership of it proportional to their land area interest in the wider development site. BDW will be required to construct roads to serve the 'ransom strip', and this has the potential to release further returns to the various land interests should development of adjacent land requiring access over the 'ransom strip' take place in the future.

### **d) COSTS**

It is assumed for the purposes of this report that each party will bear its own professional and legal costs in any transfer.

## **13. PROPOSED TRANSFER AND RECEIPT TIMING**

It is understood that BDW is offering [REDACTED] of the agreed base price on exchange of contracts, [REDACTED] on completion, and a deferred payment of [REDACTED] at completion plus 18 months. This projected payment profile and its impacts on financing costs has been factored in to my residual land valuation.

## **14. OPINION OF VALUE**

Following the assumptions as set out in this report, I am of the opinion that the value of the wider proposed West of Engine Lane development site, based on the current proposals promoted by BDW lies in the region of [REDACTED]

As a consequence of this, and on an equalisation of value apportionment basis, I am of the opinion that the market value of the land held by Nailsea Town Council (however ignoring the value effect of the covenants) lies in the region of:

[REDACTED]



I am further of the opinion that this sum can be apportioned to the Engine Lane and Gaulacre land as follows:

**Engine Lane Land:** £1,999,000 (one million, nine hundred and ninety nine thousand, one hundred and three pounds)

**Gaulacre Land:** £4,813,000 (four million, eight hundred and thirteen thousand, eight hundred and sixty seven pounds)

In the case of the Engine Lane Land, and in the absence of any potential renegotiation, it is at present provisionally agreed that £475,000 should be payable to remove the restrictive covenant, resulting in a net potential receipt in staged payments to the Council in the region of:

£1,524,000 (one million, five hundred and twenty four thousand pounds)

In the case of the Gaulacre Land, I provisionally calculate that circa £2,312,000 should be payable as overage, resulting in a net transfer receipt in staged payments to the Council in the region of:

£2,501,000 (two million, five hundred and one thousand, five hundred pounds)

As a consequence, and subject to the caveats and assumptions as set out in this report, the combined anticipated net receipt to Nailsea Town Council should in my view lie in the region of:

£4,025,000 (four million and twenty five thousand, five hundred pounds)

## 15. APPROACH TO VALUATION

The usual, and indeed recommended approach to a valuation is, where available, to compare sales evidence from other market transactions of similar property. In the case of residential development land however, comparison with other transactions is often problematic given the heterogeneity of sites in terms of location, form, planning regime, planning gain requirements and abnormal site costs. In this regard, the Royal Institution of Chartered Surveyors recommends the use of a residual valuation method, which assesses a sum available for land purchase, and therefore indicative market value, once all development costs are deducted from projected completed scheme sales receipts. This method yields an indicative site value, which does not necessarily equate to Market Value, as potential purchasers may 'take a view' in regard to potential market movements over the course of the projected development period. Thus, if it is anticipated that completed unit values will rise and build costs remain static or fall over the course of the scheme, a purchaser may bid more for a site than the indicated residual land value. Conversely, a bid may be made at less than the indicated residual land value if it is anticipated that completed unit values may fall, and/or build costs increase over the course of the scheme. It is therefore important to consider the indicative residual land value in the light of current market outlook, as well as any available transactional evidence.

In this case, I have carried out a residual land valuation, including detailed sensitivity analysis through adjustment of key variables. I have then considered the result of this analysis in the light of available market evidence including the following transactions:

SALE DATE	ADDRESS	PRICE	AREA HA	£/HA	MARKET UNITS	£/MARKET UNIT
01-Jul-14	LAND AT GRAVEL HILL ROAD, YATE, BRISTOL	£5,671,205	6.25	£907,393	156	£36,354
24-Mar-15	LAND AT PARK FARM, BUTT LANE, THORNBURY, BRISTOL	£29,602,000	28.35	£1,044,162	325	£91,083
04-Feb-15	FORMER RODFORD PRIMARY SCHOOL, BARNWOOD ROAD, YATE, BRISTOL	£2,481,281	2.46	£1,008,651	37	£67,062
	WIDER SUBJECT SITE	£9,000,000	7.678	£1,172,180	128	£70,313

There is a dearth of recent residential development land transactions in the immediate local area, however an additional comparison site has been considered in Congresbury. This is however a previously commercially developed site, and the proposed development is of mixed residential and commercial. In addition, the full details of the foregoing transactions are not known, and I am unaware of the extent of 'abnormal' development costs, the structure of the land acquisition deals and any subsequent negotiations regarding planning gain and affordable housing in each case.

In terms of current market sentiment, South West based sales agents are currently reporting that larger sites that attract national volume house builders have fallen in value since the June 'Brexit' referendum result, as most developers have 'land banked' for the short term so are not actively looking for sites. This is countered to an extent by house prices continuing to be strong.

## 16. REMARKS AND RECOMMENDATIONS

It is understood that BDW are currently suggesting a wider development site value before any apportionment between the various land interests of [REDACTED] and I am therefore of the view that in the light of the currently known costs and site constraints, this represents Market Value.

You will be aware that it is the duty of your Council under terms contained in the Local Government Act 1972 that any property must be disposed of for the 'best price' reasonably obtainable. Under normal circumstances, in order to guarantee that 'best price' has been achieved, the property should be properly offered to the open market. In the circumstances of this proposed deal, in particular site assembly and independent contractual relationships over which the Council will not have any control, it is understood that your Council has agreed to proceed on a 'selected purchaser' basis. In my experience, this approach is overwhelmingly pursued in such cases, usually through an option agreement, and the subsequent promotion of development by the proposed developer, with an agreed mechanism for establishment of value at the time the option is exercised. In this case, there is the added factor of site assembly, with other interested land ownerships as well as the Rugby Club over which your Council has no direct control. For this reason, it could be considered that there is 'special value' in addition to any potential independent development value, which in itself could justify dealing with a 'selected purchaser'. Accordingly, whilst I cannot guarantee that the proposed terms represent the 'best price' reasonably obtainable, I am however prepared to certify that the proposed terms represent Market Value.

I am not aware of the detail concerning the negotiations between your Council and North Somerset District Council regarding the cost of releasing the restrictive covenant on the Engine Lane Land, and in the light of information currently to hand, I would recommend that consideration is given to potentially seeking to renegotiate the proposed sum. It may be the case that the currently negotiated sum is fair in considering the relative bargaining strengths of the parties, and factoring in the risks; in particular the delay it may cause.

## **17. VALUATION DATE**

The Valuation date is 20<sup>th</sup> December 2016.

## **18. VALUE ADDED TAX**

The opinion of value expressed above are exclusive of any VAT payable should this be applicable to any transaction.

## **19. VALIDITY AND CONFIDENTIALITY**

This report is provided for the use of Nailsea Town Council and their professional advisers only in connection with a possible transfer of the above property. It is not to be used or relied on by any third party for any purpose whatsoever.

It should not be published in any way without our express consent as to the form and context in which it is to appear, and no liability whatsoever is accepted to any third party.

Following the referendum held on 23<sup>rd</sup> June 2016 concerning the UK's membership of the EU, a decision was taken to exit. We are now in a period of significant uncertainty in relation to many factors that historically have acted as drivers of the property markets. Such circumstances are unprecedented but are expected to result in similar uncertainty in much of the property market. Since the referendum there's been little empirical evidence of market activity upon which to base my advice, resulting in a reduced level of certainty that can be attached to my valuations.

This report is considered 'Exempt Information' within the terms of Paragraph 7 of Schedule 12A to the Local Government Act 1972 (see Section 1 and Part 1 to the Local Government (Access to Information Act 1985) as amended by the Local Government (Access to Information) (Variation) Order 2006), and your Council is recommended to treat it accordingly.

This report should not be regarded as valid for a period in excess of four months from the date hereof, nor if market conditions or circumstances materially alter.



W Robert J Gill BSc MRICS  
Principal Surveyor  
RICS Registered Valuer  
DVS

Reviewed by:

Claire Giles MSc BA(Hons) MRICS  
Principal Surveyor  
RICS Registered Valuer  
DVS

## APPENDIX A

### Plan of the Gaulacre Land



**Plan title: Gaulacre land**

**Case type:**

**Map title: ST4589NE**  
**Scale: 1:2500**

**Coordinates: 345877,189534**  
**Area: 4.019 ha Perimeter:**

**Key**



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Date: 2/12/2016



## **APPENDIX B**

Plan of the Engine-Lane Land



**Plan title: Engine Lane land**

**Case type:**

**Key**

**Map title: ST4500NE**  
**Scale: 1:2500**

**Coordinates: 345851,189681**  
**Area: 1.669 ha Perimeter:**



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Date: 2/12/2016



Nailsea Action Group  
[REDACTED]

Nailsea  
BRISTOL  
[REDACTED]

Town Clerk  
Nailsea Town Council  
Nailsea Tithe Barn,  
Church Lane,  
Nailsea,  
BRISTOL  
BS48 4NG

15<sup>th</sup> December 2016

Dear Ian,

**Re: Engine Lane sale: sale value and public notice of meetings**

Nailsea Action Group (NAG) would like to express concerns about the sale value of Engine Lane, including the treatment of the abnormal costs agreed in the heads of terms for the sale of Engine Lane and the duty to comply with the legal requirement to give the public 28 days' notice of key decisions. We would also like to make Nailsea Town Council aware of two other relevant legal requirements, as described in sections 1c and 2c.

**1. Summary of concerns:**

**a. Sale value of the land at Engine Lane and abnormal costs**

We are concerned about whether Nailsea Town Council have complied with their legal duty to obtain the best price for the land at Engine Lane. This is based on the treatment of abnormal costs being unclear and a comment in the minutes of the meeting on 25 May 2016 that obtaining the best price was not the first priority. We therefore ask that Nailsea Town Council respond to our questions in section 2a of this letter.

**b. Duty to notify the public of key decisions**

We would like to ask whether Nailsea Town Council complied with their duties in respect of meetings and access to information when the decision in principle to sell the land at Engine Lane was made. We therefore ask that Nailsea Town Council explain how they have complied with the aforementioned legal duty as described in section 2b of this letter.

**c. Other legal requirements**

We would like to bring to the attention of Nailsea Town Council two further legal requirements in respect of sale of public authority land: i) for sales of open spaces, the requirement to advertise notice of the intention of the sale in a local newspaper for two consecutive weeks and consider objections raised, and ii) the legal restrictions on how the receipt from the sale can be spent. We ask Nailsea Town Council to consider these requirements in respect of future decision.



## **2. Detailed explanation of concerns:**

### **a. Sale value of the land at Engine Lane and abnormal costs**

At the Nailsea Town Council meeting on 9 November 2016 members of the public queried whether it is normal practice for the seller to incur the abnormal costs of £2.6m listed in the Heads of Terms (as a deduction to the consideration received). The response from Nailsea Town Council was that this is normal practice. However, on further research of the matter, NAG has found that such a deduction is only normal practice when considered as part of a 'residual valuation method'. In this case, the abnormal costs would form part of the calculation for the current market value of the land but are not deducted from the current market value of the land. See appendix 1 for a detailed explanation.

We would like to draw Nailsea Town Council to its fiduciary duty to obtain the best price that can reasonably be obtained for the disposal of land (under both UK Law and the European Commission's State Aid rules), particularly since the "Land at Engine Lane: Issues Paper, Town Council 25 May 2016" states that "getting the best value in terms of sale proceeds is the second priority".

If the abnormal costs have been deducted from the current market value of the land (such that Nailsea Town Council will receive consideration to the value of the current market value of the land less the abnormal costs) then it would appear that Nailsea Town Council is planning to sell the Engine Lane site for £2.6m less than the best price that could reasonably be obtained.

We therefore request that Nailsea Town Council explains the following:

1. How they have complied with their duty to obtain the best price that can reasonably be obtained for the land; specifically, what actions have been taken to verify that the agreed purchase price is the best price that could be obtained, including in respect of other relevant costs such as the cost of lifting the restrictive covenant and compensation paid to the rugby club;
2. Whether the abnormal costs will be deducted from the current market value of the land i.e. will Nailsea Town Council receive consideration to the value of the current market value of the land, or the current market value of the land less the value of the abnormal costs; and
3. If the abnormal costs are not to be deducted from the current market value of the land, please confirm that you have sought advice, which confirms that these costs are reasonable.

### **b. Duty to notify the public of key decisions**

The decision in principle to sell the land on Engine Lane for housing development would be considered to be a 'key decision' for Nailsea Town Council, because it has the following significant impacts on the residents of Nailsea and beyond:

- A retraction of the statement made that the land would be for the people of Nailsea in perpetuity;
- Loss of open space (4 acres used by the rugby club);
- Loss of safely accessible countryside views for users of the Engine Lane pavement as well as the bridle path;

- Increase in traffic affecting surrounding country lanes and roads into Nailsea and Bristol (including through Chelvey and Brockley); and
- Impact on town centre and rail station car parking due to the distance of the site from the town centre and rail station (which is consistent with the comments raised by Nailsea Town Council on the Youngwood Lane planning application in respect of distance from the town centre and rail station encouraging car use).

Under "The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012", local authorities are required to make publically available a document giving particulars of the matter and the date on which the decision is to be made at least 28 days before the decision. The document should be available at the offices of the local authority and on the local authority's website.

We understand that there may be cases where the above requirement is not practicable. However, in such cases, the local authority is required to publish a notice setting out the reasons for not complying with the requirement to publish the document setting out the particulars and date of the key decision.

We cannot find any record of either a document setting out the particulars and date of the key decision to sell Engine Lane in principle or to set out the reason for not complying with this requirement. We therefore ask that Nailsea Town Council explain how they have complied with the key decision requirements under "The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012" in respect of the decision in principle to sell the land on Engine Lane.

**c. Other legal requirements**

We would like to bring to the attention of Nailsea Town Council two further legal requirements in respect of sale of public authority land:

- For the sale of open spaces (whether formally designated or not), the Local Government Act/Town and Country Planning Act requirement to advertise the intention of the sale in a local newspaper for two consecutive weeks and consider any objections proposed.
- When considering the benefits to Nailsea of the sale of the land, we ask Nailsea Town Council to bear in mind the legal restrictions on how receipts from sales of assets (capital receipts) can be spent.

Yours Sincerely,



Matthew Thomas  
Chair, Nailsea Action Group

#### **Appendix 1: Residual method for valuation of land**

According to RICS (Royal Institute of Chartered Surveyors), the current market value of development land can be measured by either a direct comparison to similar land or using the residual method. Both methods should result in a materially similar valuation.

The residual method involves the following calculation:

Current market value = (value of completed development) – (*development costs*) – (developer's profit)

Therefore the *development costs* (including abnormal costs) would only normally be deducted from the total value of the completed development and would not be deducted from the current market value of the land.

The current market value may be estimated by comparison to another similar piece of land. If so, *development costs* should still not be deducted from the current market value, because it should be the same as if it were calculated using the formula above.

**Ian Morrell** BA(Hons) MBA  
CLERK TO THE COUNCIL  
Email: [clerk@nailseatowncouncil.gov.uk](mailto:clerk@nailseatowncouncil.gov.uk)

**Nailsea**  
TOWN COUNCIL



Mr Matthew Thomas  
Chair, Nailsea Action Group  
[REDACTED]  
Nailsea  
North Somerset [REDACTED]

TOWN COUNCIL OFFICE  
Tithe Barn, Church Lane, Nailsea  
North Somerset BS48 4NG  
Tel: 01275 855277  
[www.nailseatowncouncil.gov.uk](http://www.nailseatowncouncil.gov.uk)

20 December 2016

Dear Mr Thomas

**Engine Lane Sale: Sale Value and Public Notice of Meetings**

Thank you for your letter of 15 December. You have expressed three areas of concern:

**1. Sale value of the land at Engine Lane and abnormal costs**

**a) The Town Council's Fiduciary Duty**

Section 127 of the Local Government Act 1972 provides that a parish or community council, may dispose of land held by them in any manner they wish, subject to a requirement in section 127(2) to secure the best consideration they can.

The *Local Government Lawyer* web-site provided the following advice in 2013.

'In relation to Section 123 of the Local Government Act 1972 councils have the power to dispose of land 'in any manner they see fit' for the 'best price reasonably obtainable',

Over the last decade there have been several judicial reviews challenging council decisions, particularly in regard to the price that has been accepted for land that is for sale. A council can be found in breach of section 123 if it has "(i) failed to take proper advice; (ii) failed to follow proper advice for reasons that cannot be justified; or (iii) has followed advice that was so plainly erroneous that in accepting it the local authority must have known, or at least ought to have known, that it was acting unreasonably.

However, judicial reviews have brought other questions to light, such as the appropriateness of considering the environmental, economic and social impact of the land use, as part of the offer. While a bid may bring good socio-economic benefits to an area, a council is obliged to its taxpayers to accept only the 'best price', and this might not reflect the monetary value of the land.

A useful case that explores what 'any manner' of disposal actually means is a dispute between Salford Estates and Salford City Council/Tesco Stores Limited. Salford Estates sought a judicial review of the council's decision to sell land to Tesco on the basis of an independent valuation, rather than go out to the open market. Tesco owned land in the middle of a larger site owned by the council, and by purchasing the additional land Tesco would be able to build a large superstore.

In this case the court ruled that the method of achieving the 'best price' did not matter, the council was under no obligation to follow a set process, and it had complied with its section 123 duty. To quote: "there was no particular prescribed route to achieving the

best price reasonably obtainable: it was not a duty to conduct a particular process, for example to have regard to particular factors."

A crucial point regarding section 123 is that how the 'best price' is paid can vary. Price can be deferred as long as the payment amount is valued and captured in legally enforceable documentation. The highest 'bid' does not always equate to the 'best price'.

In conclusion, through case law a couple of key points become clear regarding a council's obligation to section 123 compliance. Firstly, the most important thing is the outcome, rather than the process. Secondly, monetary value is the best consideration in whatever the form, whether overage, upfront or deferred. However, social and economic benefits can justify a disposal at an undervalue, but only in certain circumstances.'

In 2011 the Department for Communities and Local Government issued guidance which stated that the Duty of Best Value is important because it is explicit that in considering overall value, councils should consider economic, environmental and social value as part of its calculations. In this case, the Town Council has been seeking to optimise the balance between the social benefit of new housing in accordance with its Housing Type and Mix Policy and the capital receipt.

#### **b) Valuation Methodology**

In assessing the offer made by Barratt Homes, the Town Council has appointed the following specialists:

- surveyor (Bilfinger GVA)
- solicitor (Clarke Willmott)
- District Valuer
- Water and drainage experts (Ridge and Partners), to assess the proposals by Wessex Water and Barratt Homes regarding drainage, mains water and sewerage.

We have met with Sport England as well as North Somerset Council with regard to their respective requirements regarding obtaining planning consent and agreeing S106 contributions.

In response to the points made in your letter regarding the residual valuation method, the District Valuer has made the following comments.

"The value of the land should indicatively equate to the gross completed value less all costs, including build, fees, finance and developers return. The 'abnormal' costs form part of the proposed scheme costs, and therefore should also be deducted to arrive at the indicative site market value.

The letter states that 'the development costs (including abnormal costs) would only normally be deducted from the total value of the completed development, and would not be deducted from the current market value of the land.' This is right, however the current market value is derived from deducting costs from the completed value, and therefore the further deduction of the abnormal costs simply yields the more correct indicative current market value.

I believe the confusion is over terminology. The seller is not incurring the abnormal costs, rather the purchaser is."

In other words, the current market value of the land has to include abnormals. In deciding on a financial offer for land, a developer will always calculate the value of land including assessments of key criteria such as the developable area, which is where (and how

many) housing units can be built, and the development costs, which include site-specific 'abnormals'. In this case the process has been more transparent than would normally be the case as the Town Council has been discussing the abnormal costs in detail with the developer in order to identify whether these costs are reasonable. Therefore, the Council can clearly see the difference between a gross price (before any costs in the residual method have been deducted) and a net price after all deductions have been made (which equates to the current market value).

The following comments are from Tim Walker, partner and Chairman of Clarke Willmott LLP, the legal adviser to the Town Council in this matter, in response to the point about valuation in your letter: "the main reason why abnormal costs are often separated out in the negotiation of a contract such as this is to protect a seller against such costs being overstated. Often when terms are agreed the full extent of what has to be done to deal with abnormal issues is unknown when contracts are exchanged and cannot be known till a later stage. This would lead a buyer to allow for the worst case scenario. So we make provision for these deductions to be made when actual costs or at least more accurate estimates can be achieved. So long as the headline figure from which the abnormal costs are deducted does not already include provision for such deductions as are made later there is no 'double deduction'."

## **2. Duty to notify the public of key decisions**


The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (The Regulations) which you refer to came into force on 10 September 2012. The term 'Local Authority' tends to be used interchangeably for any tier of local government, but The Regulations apply only to county councils in England, district councils and London borough councils if those councils are operating executive arrangements in accordance with Part 1A of the Local Government Act 2000. As a parish council, the Regulations therefore do not apply to Nailsea Town Council.

Further, The Regulations apply to Executive Decisions made by Local Authorities. Under executive arrangements, a local authority may operate either a mayor and cabinet executive or a leader and cabinet executive within the meaning of section 9C of the 2000 Act. Parish Councils have very limited powers to make Executive Decisions (for example in urgent situations), therefore this Council would not come under the Regulations even if it was classified as a Local Authority.

## **3. Other legal requirements**

- a) With regard to point c.i. in your letter I would be grateful if you would clarify to which part of the legislation applying to Town Council's you are referring.
- b) The Town Council will adhere to its legal responsibilities regarding the use to which any capital receipt is put, and will do so by seeking to provide the maximum value in terms of benefit to the town and its residents.

In conclusion, I believe the Town Council has taken all reasonable steps to consider the options available to it with regard to the use of the land it owns on Engine Lane. Further, it has taken appropriate and comprehensive advice to assess whether the legal and financial terms negotiated with Barratt Homes are reasonable in fulfilling the Council's primary objective of providing new homes in accordance with its Housing Type and Mix Policy, and secondly with the objective of obtaining the best financial value in this context.



Ian Morrell  
Town Clerk

Nailsea Action Group  
[REDACTED]  
Nailsea  
BRISTOL  
[REDACTED]

Town Clerk  
Nailsea Town Council  
Nailsea Tithe Barn,  
Church Lane,  
Nailsea,  
BRISTOL  
BS48 4NG

21<sup>st</sup> December 2016

Dear Mr Morrell,

Thank you for your letter dated 20 December in response to our letter dated 15 December. We appreciate the clarifications you provided and are particularly relieved that the abnormal costs are a deduction from the gross completion value. We do, however, believe that certain concerns raised in our letter have not been clearly addressed, as set out below in section 1.

We also clarify point c.i. of our letter dated 15 December in section 6 below.

On review of these matters and the agenda for the Town Council meeting on 21 December, we have would also like to raise some matters in respect of the terms of the sale, which are set out in section 7.

**1. Concerns from our letter dated 15 December not clearly addressed**

- 1.1.** We understand that Nailsea Town Council considers the best value of the sale to be judged on a balance between sale consideration and wider social benefits. However, this does not guarantee compliance with legal requirements. We refer you to the relevant legislation in sections 2 – 5 below; a summary of our concerns is set out in section 1.2 – 1.6.
- 1.2.** Under the current circumstances, consent from the Secretary of State is required if the under value is more than £2,000,000, even if the sale results in social benefits (see section 3.2).
- 1.3.** We understand that you have consulted with appropriate valuers. However, we are not clear on whether this process has resulted in confirmation that any under value is less than £2,000,000. **Please explain how you have satisfied the requirement to ensure that any under value is less than £2,000,000, as requested in 3.3 below.**
- 1.4.** Further, given that the housing mix proposed is consistent with local planning policy (and would therefore be required through the planning permission process) and the percentage of affordable housing is in line with North Somerset's policy, we do not understand why this

development provides social benefits above those which any other housing development would provide. We are therefore not convinced that the social benefit justifies any under value not meeting the requirement to obtain consent from the Secretary of State.

1.5. We would also like to make you aware that if the Engine Lane site is included for development in the Sites and Policies Plan when the plan is adopted, the sale of the land would fall under the Town and Country Planning Act, which has no similar exemptions from needing consent from the Secretary of State as the Local Government Act (see section 4 below). Given that the completion of the sale is likely to occur after the adoption of the Sites and Policies Plan, this should be factored into the consideration of whether the best consideration is being received. **Please explain how you will take into account these requirements if they become relevant.**

1.6. Your response does not address the state aid rules in respect of selling land at an under value. Section 5 below provides more detail. In summary, even if no consent from the Secretary of State is required, state aid rules still apply to sales from public authorities. **We therefore request that you explain how you have confirmed that you comply with state aid rules.**

## 2. Relevant legislation

2.1. Until the Sites and Policies Plan is adopted, and assuming it includes the West of Engine Lane site as a site for development, sale of the land falls under the Local Government Act 1972 (see section 3).

2.2. If/when the Sites and Policies Plan is adopted, with the site included for development, the land will be "appropriated for planning purposes" and the Town and Country Planning Act 1990 will apply (see section 4).

2.3. In both cases. EU State Aid rules apply (see section 5).

## 3. Pre-adoption of the Sites and Policies Plan or the site is not included for development in the plan – Local Government Act 1972 (LGA), Section 127

3.1. Section 127 of the LGA requires parishes and communities to sell land for the best consideration that can reasonably be obtained (unless the disposal is for a short tenancy), except by consent of the Secretary of State.

3.2. 'Circular 06/03: Local Government Act 1972 general disposal consent (England) 2003 disposal of land for less than the best consideration that can reasonably be obtained' (hereafter Circular 06/03), allows consent to be given automatically in certain circumstances:

3.2.1. Disposals where "the authority considers will help it to secure the promotion or improvement of the economic, social or environmental well-being of its area"; **AND**

3.2.2. The under value is less than £2,000,000



3.3. Circular 06/03 appears to be the basis for Nailsea Town Council considering best value in terms of both consideration received and social benefit. **We therefore ask that Nailsea Town Council confirms whether they have been assured by their independent valuers that any under value is less than £2,000,000.**

4. Post adoption of the Sites and Policies Plan, with the site included for development – Town and Country Planning Act 1990 (TCPA), Section 233

4.1. Section 233 of the TCPA states that "consent of the Secretary of State is also required where the disposal is to be for a consideration less than the best that can reasonably be obtained" (except for short term disposals).

4.2. Note that there is no similar legislation/circular allowing disposals to be made at an under value of less than £2,000,000 as described in section 2.2 above, without consent of the Secretary of State.

5. State aid

5.1. In all disposals by government bodies, state aid rules apply. The underlying principle is that sale at less than the market value (in most cases) constitutes a subsidy from the government body to the buyer.

5.2. As explained in Circular 06/03, where the sale is less than the market value "authorities must ensure that the nature and amount of subsidy complies with the State aid rules, particularly if there is no element of competition in the sale process. Failure to comply with the rules means that the aid is unlawful, and may result in the benefit being recovered with interest from the recipient."

6. Clarification of point c.i. in NAG letter of 15 December

6.1. The other legal requirement referred to in point c.i. of NAG's letter dated 15 December are the procedural requirements when disposing of land. Point 3.2 below is an extract from Circular 06/03:

6.2. "It is the responsibility of the authority to undertake any further procedures which may be necessary to enable it to dispose of any particular area of land. For example, sections 123(2A) and 127(3) of the Local Government Act 1972 and section 233(4) of the Town and Country Planning Act 1990 ("the 1990 Act") require a local authority wishing to dispose of open space under those powers to advertise its intentions in a local newspaper for two consecutive weeks and to consider objections. Authorities should carry out these procedures before making any final decisions about disposal as the public response to the notices may be material to any such decision. It could also be an important factor in any determination by the Secretary of State of an application for specific consent."

7. Other matters in respect of the sale of Engine Lane

7.1. We are concerned about the purpose of the ransom strip kept by Nailsea Town Council. While we understand that the original suggestion was that it was to prevent further

development beyond the site, we understand that the value of such ransom strips can be considerable to developers wishing to use them for access to a new site. We therefore request that Nailsea Town Council resolve to maintain this land to prevent further development, rather than for future financial gain, and to take actions to ensure that this purpose is protected under planning law (e.g. designate it as public open space).

- 7.2. We are also concerned that the new development will have a significant and detrimental impact on the landscape from public vantage points. While we understand that this cannot be fully mitigated, we request that Nailsea Town Council includes in its conditions of sale measures to minimise the impact, such as using trees/hedgerows for screening (as is proposed in the Youngwood Lane planning application) and allowing easy public access to landscape views from the site and from Engine Lane. We understand that such conditions could be included in the condition of planning, but this is far from guaranteed. Given Nailsea Town Council's duty to act in the interests of its parishioners, we ask that these be included in the conditions of sale to mitigate the negative impacts of the development as far as possible.

Yours Sincerely,

A black rectangular redaction box covering the signature of Matthew Thomas.

Matthew Thomas  
Chair, Nailsea Action Group

**Ian Morrell** BA(Hons) MBA  
CLERK TO THE COUNCIL  
Email: [clerk@nailseatowncouncil.gov.uk](mailto:clerk@nailseatowncouncil.gov.uk)

# Nailsea

## TOWN COUNCIL



TOWN COUNCIL OFFICE  
Tithe Barn, Church Lane, Nailsea  
North Somerset BS48 4NG  
Tel: 01275 855277  
[www.nailseatowncouncil.gov.uk](http://www.nailseatowncouncil.gov.uk)

Mr Matthew Thomas  
Chair, Nailsea Action Group  
[REDACTED]  
Nailsea  
North Somerset [REDACTED]

23 December 2016

Dear Mr Thomas

### Engine Lane Sale

Thank you for your letter of 21 December.

The Town Council's position, as highlighted in my letter of 20 December is to take the legitimate legal position that matters other than financial consideration can be taken into account in assessing 'best value'. As I mentioned at the Town Council meeting on 21 December, we have received a report from the District Valuer in which he says he is "prepared to certify that the proposed terms represent Market Value."

On this basis the legal issue and consequences of an 'under value' of an asset is therefore irrelevant in this case. In fact the Council's decision on 21 December to approve the proposed housing mix and to receive the District Valuer's confirmation that market value has been achieved would suggest that the balance of social and financial objectives which the Town Council has sought, has been achieved.

I believe this addresses all the issues raised under points 1 to 5 of your letter.

Regarding point 6, the legislation refers to 'Local Authorities', which are defined as 'Principal Authorities'. The Town Council is not a Principal Authority. On the point of publicity however, I do not think there can be any reasonable doubt that the general public in Nailsea, and residents directly affected, are aware of the Council's intentions for the land, which were publicly stated in December 2015. The meeting on 21 December 2016 was the 11<sup>th</sup> meeting since then at which the potential disposal of the land has been discussed.

Referring to point 7.1, the purpose of the ransom strip has not been determined by Town Council as being "to prevent further development beyond the site" as you describe. The Council is not at liberty to prohibit the future use of the ransom strip as this would be contrary to its legal and fiduciary responsibilities regarding the use of its assets. As a consequence, even if it included such a restriction in the contract in an attempt to bind future councils, the condition could be challenged.

The Town Council has, at length, considered the layout and design of the housing, the open spaces and the boundaries and these will be included in the contract. The Town Council is not in a position to guarantee views. The final decisions on design are the responsibility of the planning authority, and are also subject to the detailed input of the ecology officers at North Somerset Council. As a consequence of the ecological requirements identified during the pre-planning application process the development has reduced from 197 to 183 units, almost entirely to accommodate improvements to the environment for bats.

Yours sincerely,

A black rectangular redaction box covers the signature of Ian Morrell. A handwritten checkmark is visible to the right of the box.

Ian Morrell  
Town Clerk

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## **Schedule 1**

### **Variations to Standard Conditions**

- 1 Standard Conditions 1.3.3(b), 1.3.7(e), 1.4.1, 1.5, 2.2.1, 6.1 and 6.3 do not apply.
- 2 In Standard Condition 1.3.2 after the words "party's conveyancer" insert the words "quoting any reference specified in this contract".
- 3 In Standard Condition 1.3.5(b) substitute "17.00" for "4.00pm" and insert the words "before 17.00" before the words "on the next working day".
- 4 Throughout Standard Condition 1.3.7 substitute "17.00" for "4.00pm".
- 5 The following words are to be added at the end of Standard Condition 1.1.1 (o) "...or any day between (but including) 24 December and the following 1 January."
- 6 In Standard Condition 1.3.2 the words "...or by" will be inserted after the word "to" at both places where it occurs.

## **Schedule 2 – Part 1**

### **Provisions relating to Planning**

#### **1 Developer's Planning Obligations**

- 1.1 The Developer shall take such steps as are reasonably necessary to promote the Property and the Rugby Club Land for the Proposed Development and use reasonable endeavours to obtain a Qualifying Planning Permission as soon as reasonably practicable.
- 1.2 The Developer shall submit an Application in the joint names of the Developer and the Owner within 6 months from but not including Today unless otherwise agreed between the parties PROVIDED THAT the Developer shall first seek the Owner's approval to the draft Application in accordance with the following provisions:
  - (a) the Developer shall supply a copy of the draft Application to the Owner who shall either approve such draft Application or provide detailed comments or objections to such draft Application in each case acting reasonably and without delay within a maximum of 20 Working Days of receipt of the same from the Developer PROVIDED THAT the Owner shall not be entitled to object to the inclusion of the Sports Pitch Works or the Servicing Requirements nor require that the Proposed Development accords with different standards to those set out in Appendices 2 (Nailsea Town Council: Housing Type and Mix Policy) and 7 (Barratt Homes Build for Life 12 guidelines) and the Design Code; and
  - (b) where pursuant to paragraph 1.2(a) above the Owner approves the draft Application the Developer shall promptly submit the draft Application; or
  - (c) where pursuant to paragraph 1.2(a) above the Owner does not respond to the Developer's request for approval of the draft Application within the 20 Working Day period referred to in paragraph 1.2(a) (time being of the essence), the Owner's approval to the draft Application shall be deemed to have been given and the Developer shall promptly submit the draft Application; or
  - (d) where pursuant to paragraph 1.2(a) above the Owner provides detailed comments or objections to the draft Application within the 20 Working Day period referred to in paragraph 1.2(a), the Developer shall take into account such comments and/objections to the extent that the same are reasonable and do not prejudice the likelihood of obtaining a Qualifying Planning Permission within the Contract Period. The process in this paragraph 1.2 shall then be repeated until the draft Application is approved by the Owner and the 6 month period for submission of the draft Application referred to above shall be extended by a period equal to the period of delay caused by the process in this paragraph 1.2.
- 1.3 The Developer may only vary the Proposed Development with the approval of the Owner, and the provisions of paragraph 1.2 shall apply to any request for approval from the Developer.
- 1.4 The Developer may withdraw or modify an Application or submit any additional or substitute Application as it sees fit, subject to the Developer complying with the process in paragraph 1.2 but not otherwise.
- 1.5 The Developer will not be required, during its negotiations with the Local Planning Authority, to do any act or agree anything which may prejudice the planning potential of any other property in which the Developer may have an interest.



1.6 The Developer will seek to:

- (e) minimise the costs required to be incurred in connection with any Planning Agreement proposed to be entered into in connection with the Application; and
- (f) optimise the extent of the benefit of the financial contributions payable under such Planning Agreement to Nailsea Town Council's administrative area

having regard in each case to planning policy in respect of the Property, the Developer's expert planning advice and the overriding obligation set out in paragraph 1.1.

1.7 The Developer will appeal against any refusal or deemed refusal of any Application or any Onerous Condition imposed on a Planning Permission (unless the Developer elects to waive such Onerous Condition pursuant to clause 7.4) if Counsel advises that there is a greater than 60% chance of such Appeal resulting in a Qualifying Planning Permission within the Contract Period but shall not otherwise be obliged to:

- (a) appeal against any refusal or deemed refusal of any Application;
- (b) challenge any condition attaching to a Planning Permission which, if such condition were varied or removed, would be a Qualifying Planning Permission;
- (c) incur any further expense on planning promotion other than as contemplated by this Schedule ;
- (d) commence Court Proceedings to challenge the adoption of any Local Plan; or
- (e) defend and/or challenge any Village Green Application.

1.8 The Developer will keep the Owner or the Owner's Agent informed on a quarterly basis about the progress of its attempts to obtain a Qualifying Planning Permission and will provide the Owner with a copy or full details of any Application and a copy of any decision notice or other written decision of the Local Planning Authority or the Secretary of State.

1.9 The Developer shall use reasonable endeavours to negotiate the inclusion in any Planning Agreement a requirement for the registered provider to enter into a nominations agreement with the Local Planning Authority in respect of the Affordable Housing within Proposed Development.

1.10 Any dispute as to the matters set out in this paragraph shall be referred to Independent Resolution.

## **2 Owner's Planning Obligations**

2.1 During the currency of this contract the Owner will not itself or via any intermediary object to or do anything or cause or procure or suffer the doing of anything which might prejudice the success of the Developer's endeavours in relation to any Local Plan, any Application, Appeal, Village Green Application or Court Proceedings or the determination of any application for the approval of any Reserved Matter arising from or in connection with a Planning Permission or an Application or the Developer's endeavours to obtain any Requisite Consent or which diminishes the Owner's or Developer's capacity or ability to enter into a Planning Agreement or Works Agreement.

1.2 The Owner will (at the Developer's expense not exceeding what is reasonable) give such assistance as the Developer may reasonably request (including providing any letter or statement of support reasonably required by the Developer) in support of:

- (a) any representation made by or other step taken by the Developer in respect of any relevant Local Plan or other planning review;
- (b) any representation or other step taken by the Developer opposing any planning application submitted by anyone else which in the Developer's reasonable opinion prejudices the prospects of obtaining a Qualifying Planning Permission or the economic viability of the Development; and/or
- (c) any Application, Appeal, Village Green Application or Court Proceedings or any endeavour to obtain a Requisite Consent or the approval of any Reserved Matter.

2.2 The Owner will not:

- (a) apply for or assist encourage or (in so far as it is able) consent to any other person applying for a Planning Permission for the Development or for any other Planning Permission or any application for approval of any Reserved Matter relating to the Property or any part of it;
- (b) act independently of the Developer in the pursuit of any Planning Permission, Reserved Matters, Village Green Application or Court Proceedings.

2.3 The Owner will (subject to paragraph 2.5) at the request and cost (not exceeding what is reasonable) of the Developer enter into execute and return to the Developer any Planning Agreement or Works Agreement reasonably and properly required by the Developer in connection with the Development or contemplated by any Application within 20 Working Days of service of such Planning Agreement or Works Agreement upon the Owner in default of which (and as security for which) the Developer is hereby irrevocably appointed by the Owner as the attorney of the Owner to execute the said Planning Agreement or Works Agreement in the name of and on behalf of the Owner.

2.4 The obligation on the part of the Owner contained in paragraph 2.4 is conditional on:

- (c) the Developer confirming that the Planning Permission which will be granted pursuant to the Planning Agreement in question will constitute a Qualifying Planning Permission; and
- (d) the Owner's obligations under such Planning Agreement not arising until the Qualifying Planning Permission has been implemented; and
- (c) the Costs which will be incurred in complying with the Developer's obligations under any Planning Agreement entered into in connection with the Qualifying Planning Permission (excluding any obligations relating to the Sports Pitch Works but including any Community Infrastructure Levy relating to the Development) not exceeding the Threshold unless either the increase therein has been approved by the Owner (such approval not to be unreasonably withheld or delayed) or the Developer has agreed that the deduction of the Excess will be capped at the figure which would apply if those Costs did not exceed the Threshold PROVIDED THAT the Owner and the Developer will act in good faith in relation to the agreement of such Costs and agree and acknowledge that they will meet promptly to discuss such Costs on an open book basis.

2.5 As long as it retains any interest in the Property, the Owner will not infringe or breach the terms, conditions and limitations of any relevant Planning Permission or Planning Agreement or Works Agreement.

2.6 If Planning Permission is granted for the Development, then the Owner will not, during the currency of this contract, carry out, assist, encourage or permit any action on or in respect of

the Property which is or might be a 'material operation' as defined by section 56(4) of the 1990 Act or might otherwise implement or initiate any development pursuant to section 56(1) of the 1990 Act.

- 2.7 The Owner will use its reasonable endeavours (at the Developer's expense, not exceeding what is reasonable) to procure that any other person with an interest in the Property also complies with the Owner's obligations under paragraph 3 of this schedule including the obligation to enter into a Planning Agreement.
- 2.8 At the request of the Developer (and at the Developer's expense, not exceeding what is reasonable) the Owner will give such assistance as the Developer may reasonably request in taking such steps as are advisable to preclude or diminish the prospects of a successful Village Green Application.
- 2.9 The First Owner will enter into a community use agreement in respect of the Rugby Club Land and on terms which are reasonable to the First Owner with the Rugby Club which shall set out how the Rugby Club will continue to support the local community by making the Rugby Club's facilities available for hire for a reasonable fee PROVIDED THAT such community use agreement shall be agreed between the Rugby Club and First Owner and the First Owner shall act reasonably and without delay in this regard.
- 2.10 The Owner will, either within the Planning Agreement or within a separate agreement to be concluded simultaneously with the Planning Agreement, enter into a non implementation provision with the Club whereby the Owner and the Club covenant with each other that they will not carry out any works on their land which is or might be a 'material operation' as defined by section 56(4) of the 1990 Act or might otherwise implement or initiate any development pursuant to section 56(1) of the 1990 Act

### **3 Notification of Qualifying Planning Permission**

Within 10 working days of the grant of Planning Permission the Developer shall notify the Owner in writing whether the Developer considers that such Planning Permission will be a Qualifying Planning Permission subject to the Planning Permission becoming Free from Challenge and if the Developer considers that it will not be a Qualifying Planning Permission, the reasons for so considering.

### **4 Drainage Condition**

Following the grant of Planning Permission which includes a Drainage Condition, the Developer shall use reasonable endeavours to agree the Proposed Drainage Strategy with the Environment Agency and any other relevant body such that the Drainage Condition may be discharged as soon as reasonably practicable following the grant of Planning Permission.

### **5 Management of Open Space Areas**

The Developer agrees with the First Owner that prior to establishing a management scheme in respect of the Development, the Developer will liaise with the First Owner and give the First Owner the opportunity to take on the management of any open space and landscaped areas within the Development pursuant to such scheme of management as may be agreed between the First Owner, the Developer and the Local Planning Authority PROVIDED THAT the First Owner must confirm to the Developer whether or not it wishes to take on the management of such areas within 20 Working Days after notification from the Developer that the Developer wishes to set up its management scheme and in default of any confirmation from the First Owner within such period, the Developer shall be free to establish such management scheme as the Developer shall determine.

### **6 Future Servicing Channel**

6.1 Following the grant of a Qualifying Planning Permission, the Developer and the Owner will seek to agree the exact location of the Future Servicing Channels (if any) and in default of agreement, within 1 month of the Grant Date, the matter may be referred to independent resolution by either party in accordance with clause 23; and

6.2 The Owner shall have the right within a period of 2 years from the earlier of:

(a) the date of completion of the Development; or

(b) 3 years from the Completion Date

to serve written notice on the Developer or his successors in title of to the Future Servicing Channels requiring them to transfer the Future Servicing Channels at a nil or nominal consideration and (if required by the general law to enable the Owner to enforce such option) such person or persons shall forthwith countersign and return such notice to the Owner and the Standard Conditions shall apply to the contract for the transfer or transfers of the Future Servicing Channels PROVIDED THAT nothing shall prevent the Developer from granting such rights in respect of services and access as may be required for the benefit of the purchasers, lessees and disponees of the Development and the Owner shall have the right to register a restriction upon the title of the Developer to the Future Servicing Channels to protect this provision in the following form:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Nailsea Town Council, [REDACTED] or their conveyancer".

6.3 Notwithstanding the provisions of the proviso to clause 6.2 above, the Owner agrees with the Developer to work with the Developer in good faith to supply consent to the restriction referred to in clause 6.2 on a bulk basis in respect of rights to be granted over the Future Servicing Channels within a transfer or lease for the benefit of any Dwellings on the Development to enable such transfer or lease to be promptly registered by the relevant transferee or lessee.

## **7 Diversion of Public Footpath**

7.1 The Developer shall use reasonable endeavours to procure the diversion of the public footpath that currently affects the Third Property so that it follows the route shown by a broken blue line and highlighted orange on the plan attached to this contract and marked "PROW Plan" PROVIDED THAT the Developer shall not be required to make more than one application to divert such public right of way.

## **Schedule 2 – Part 3**

### **Title Condition**

#### **1 Obligations relating to the Release Agreements**

- 1.1 The Owner will use reasonable endeavours to secure the Release Agreements as soon as possible after Today and shall keep the Developer fully informed as to its progress in this regard.
- 1.2 The Owner will supply copies of the Release Agreements to the Developer as soon as they are available.
- 1.3 The Owner will apply to register each of the Release Agreements at the Land Registry as soon as possible following entry into each Release Agreement and following completion of the relevant release shall use reasonable endeavours to procure that such releases are registered as soon as reasonably practicable.

#### **3. Satisfaction of the Title Condition**

The Title Condition will be satisfied on the later of the date when all the Release Agreements have been entered into and the date on which the last of the Release Agreements has been registered at the Land Registry and any entries within the definition of "Release Agreements" which can (prior to the Completion Date) be removed or altered by virtue of the terms of the relevant Release Agreement have been so removed or altered as evidenced by the Owner supplying up to date register entries and (if applicable) title plans to the relevant part of the Property.

### Nailsea – Housing Type and Mix Policy

The Council will require new housing developments of 5 or more dwellings within Nailsea to provide a mix of housing types to meet the needs of current and future populations, create a balanced age structure which will support the sustainability of the town and enable existing residents and future generations to stay within the local area.

Proposals for new residential development within Nailsea and on allocated sites will be permitted provided:

- They contain a range of housing types which meet the needs of the local population. In particular new housing developments should contain some or all of the following categories :
  - One bedroom properties
  - 2-3 bedroom properties aimed at young families
  - A range of 2-3 bedroom properties, including houses, apartments and bungalows, aimed at people downsizing from larger properties.
  - Age-restricted retirement properties

The larger the site the greater the range of housing types expected. Developers should set out in a statement clear justification for the mix proposed and how this meets the local needs.

- On housing developments of 10+ dwellings (or on sites of 0.3 hectares or above) no more than 20% of new dwellings will be 4 bedrooms or more (after taking account of the allocation of affordable housing).
- Housing developments comprising 5-9 dwellings no more than 2 dwellings will be 4 bedrooms or more (after taking account of the allocation of affordable housing).

#### **Justification:**

Nailsea has an imbalance in the age structure of the town whereby there is a rapid decline in the number of residents under 45 years old and a disproportionate increase in older age groups as the total population falls. This age imbalance is a natural consequence of the rapid growth of the town whereby younger families settled in the town (primarily for work related reasons) largely in the 1970s and 1980s.

This period saw a predominance in larger (four bedroom or more) houses being built. Many are now under-occupied as children have moved away from the town but their parents still reside in the family house. Many smaller properties have been extended which also contributes to the existing over-supply of 4-5 bed properties.

As residents age these properties can prove to be too large for their needs, and they may look for the opportunity to downsize to smaller properties in the town. It is therefore the intention to provide a wider mix of properties within all new developments with the emphasis on smaller dwellings to meet these needs.

Equally, in order to redress the imbalance for younger people who are seeking to buy a property in the town but cannot afford to do so it is necessary to seek a higher proportion of smaller dwellings in all new developments and at affordable prices. This will be of benefit for those younger persons wishing to settle in the town, and over time will have the effect of helping to redress the age structure imbalance that currently exists.

The aim of this policy is to seek a higher proportion of smaller dwellings to meet the identified needs within Nailsea for both younger persons seeking housing and older people wishing to downsize from larger properties. This policy is intended to redress the current imbalance and to create a vibrant and balanced community in future years.





**Pegasus**  
Design

# ENGINE LANE, NAILSEA - CONCEPT MASTERPLAN

PLANNING | ENVIRONMENT | ECONOMICS | TEAM/DRAWN BY: SHV/KLB | APPROVED BY: SH | DATE: 20/12/2016 | SCALE: 1:500 @ A0 | DRAWG: B.0443\_10 | SHEET NO: 1 | REV: 01 | CLIENT: BARRATT HOMES

### Appendix 3 – Cable Gounding Route Details

# BUILDING FOR LIFE 12



**The sign of a good  
place to live**

[www.builtforlifelifehomes.org](http://www.builtforlifelifehomes.org)



By David Birkbeck and  
Stefan Kruczkowski

Edited by Paul Collins and  
Brian Quinn

In originally producing the 1st edition of Building for Life 12 in 2012, The Partnership thanks **Pam Alexander** of Design Council for chairing their discussions, **North West Leicestershire District Council** for their assistance in developing and testing Building for Life 12 and a wide range of contributors and consultees including: **Steve Bambrick** (North West Leicestershire District Council), **Matt Bell** (Berkeley Group), **Lord Carlile of Berriew QC** (Design for Homes), **Neil Deely** (Metropolitan Workshop Architects), **Ben Derbyshire** (HTA Architects), the **Design Network**, **Chris Elston** (North West Leicestershire District Council), **Christine Fisher** (North West Leicestershire District Council), **Garry Hall** (Urban Forward Limited), **Sue Haslett** (North West Leicestershire District Council), **Esther Kurland** (Urban Design London), **Nigel Longstaff** (Barratt Developments), **James Mattley** (North West Leicestershire District Council), **Kevin McGeough** (Homes and Communities Agency), **Sue McGlynn** (Sue McGlynn Urban Design Limited), **Bob Meanwell** (David Wilson Homes), **Lubaina Mirza** (Design For Homes), **Richard Mullane** (Design for Homes), **Ian Nelson** (North West Leicestershire District Council), **Afreen Patel** (South Cambridgeshire District Council), **Tim Peach** (Redrow Homes), **Glenn Richardson** (Cambridge City Council), **Nick Rogers** (Taylor Wimpey), **Judith Salomon** (St. George), **Bridget Sawyers** (Bridget Sawyers Limited), **David Singleton** (DSA Environment and Design), **John Slaughter** (Home Builders Federation), **Julie Tanner** (OPUN), **David Tittle** (MADE), **Nigel Turpin** (Nottingham City Council), **Andrew Whitaker** (Home Builders Federation), **James Wilson** (Davidsons Homes), **Sarah Worrall** (North West Leicestershire District Council), **Bob White** (Urban Design Consultant), **Louise Wyman** (Homes and Communities Agency), **Dale Wright** (Barratt Developments) and **Liz Wrigley** (Core Connections).

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First edition was edited by **Brian Quinn** of Cabe at the Design Council and **Paul Collins** of Nottingham Trent University.

This (Third) edition edited by **Garry Hall** of Urban Forward, **Brian Quinn** of Cabe at the Design Council, and **Paul Collins** of Nottingham Trent University.





**Building for Life 12** is a government-endorsed industry standard for well-designed homes and neighbourhoods. Local communities, local authorities and developers are encouraged to use it to guide discussions about creating good places to live.

**Building for Life 12 (BfL12)** is led by three partners:

**Cabe at the Design Council, Design for Homes** and the **Home Builders Federation**, supported by **Nottingham Trent University**.

It was redesigned in 2012 to reflect the National Planning Policy Framework's commitment not only to build more homes, but better homes, such as can be achieved when local communities participate in the place-making process and help identify how development can be shaped to accommodate both new and existing communities.

The questions are therefore designed to help structure discussions between local communities, local planning authorities, developers and other stakeholders\*.

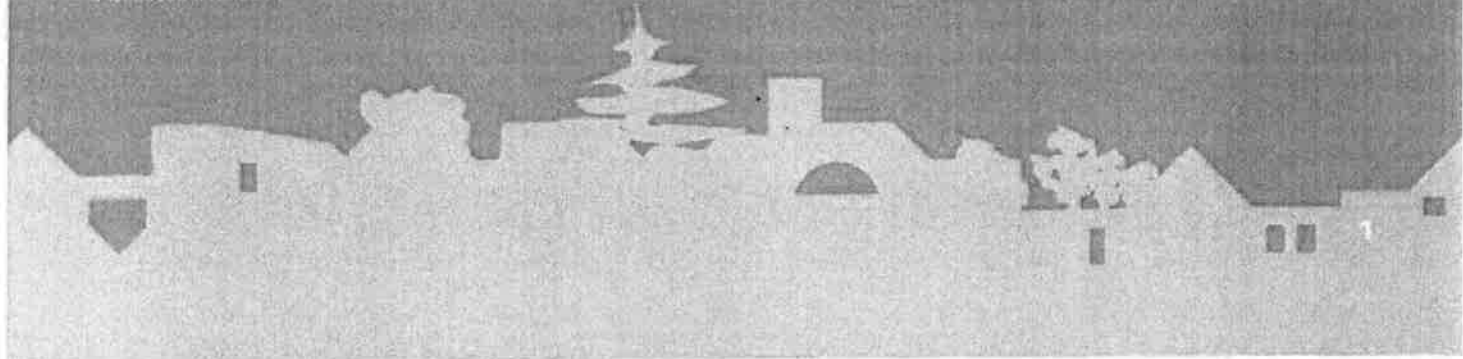
**BfL12** is also designed to help local planning authorities assess the quality of proposed and completed developments; it can be used for site-specific briefs and can also help to structure design codes and local design policies.

Based on BfL12's 'traffic light' system, developments that achieve 9 'greens' are eligible for **'Built for Life'**™ accreditation. **'Built for Life'**™ accreditation is a quality mark available immediately after planning approval, offering developers the opportunity to promote the quality of their developments during sales and marketing activity. It will also help those seeking a home to find a place to live which has been designed to have the best possible chance of becoming a popular and desirable neighbourhood.

**Built for Life**™ quality mark is the sign of a good (or better) place to live but the ambition of the Built for Life partnership is to encourage hundreds of developments built across the country to use this standard for their design. Some of these will be good enough to achieve 12 greens or the Built for Life 'Outstanding' and these will form the basis for an awards programme honouring the 'best of the best'.

In April 2014, **builtforlifehomes.org** was launched to help homebuyers find their ideal place to live and to showcase developments that have achieved **Built For Life**™.

\* According to the Farrell Review (2014), a government commissioned inquiry into design quality by an independent panel of notable experts. BfL12 can help in creating a 'collective vision' shaped in collaboration with local communities, neighbourhood forums and PLACE Review Panels. [www.farrellreview.co.uk](http://www.farrellreview.co.uk)  
Accessed 31.3.2014





# Securing Built for Life™ Accreditation

Simple, transparent, efficient

The **Building for Life** campaign is about guiding the better planning of new development through urban design that is safe and provides everything that should be expected of a new community.

Urban design is about the spaces between and around new homes that can sometimes be overlooked by focusing on the building and its interior, but which are vital to the quality of a place, its attractiveness, functionality and feelings of safety.

The **Built for Life™** criteria represent a Q&A checklist for the quality of placemaking and, when done well, are a clear indicator of a development's potential to grow into a popular new address.

The spaces around new homes and other buildings, often known as the public realm, have to be designed intelligently, treated with the same attention as the homes and made safe and attractive.

We believe most of the 12 urban design criteria we promote with **Building for Life** should be readily achievable. Developers which achieve at least 9 of them are eligible for our special **Built for Life™**

quality mark that indicates the scheme has been assessed as achieving these placemaking essentials. Here's a quick introduction to some of the themes we believe are fundamental to successful new development:

**The development should have obvious character**, based either on contemporary architecture or local traditions in building materials and landscaping (Q5).

**Car parking should be adequate** and located where it is accessible and likely to be well used (Q10).

**Footways and paths should always be located in places where homes overlook them** so no-one feels at risk when using them, especially after dark (Q1, Q7, Q8).

**Bus stops and car parking should not be placed remotely** where a lack of overlooking might make crime easier to get away with. Closer bus stops also encourage shifts to more sustainable forms of transport (Q1, Q3, Q10).



**Clean, contemporary architecture combined with convenient parking and a pedestrian-friendly street helped Manor Kingsway, Derby win one of our first Built for Life™ 'outstanding' awards.**

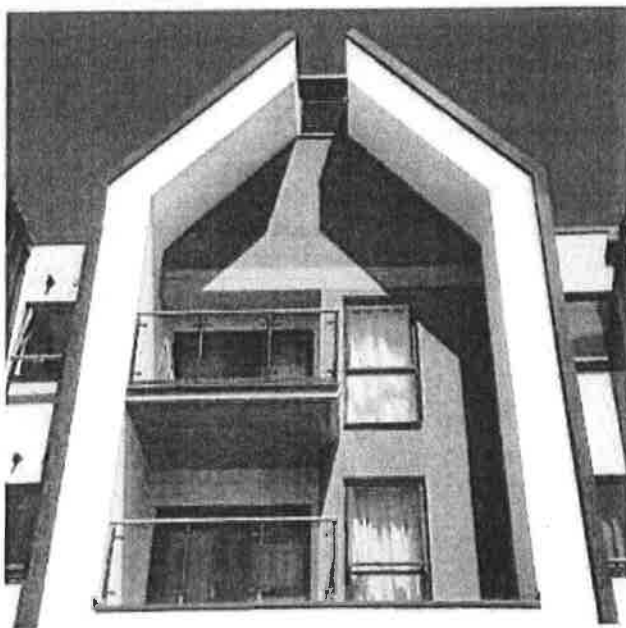


Properties should have clear indications of what is privately owned space and what is shared public realm so passers-by respect the boundaries and residents feel their personal space is protected (Q7, Q11).

Homes should have appropriate external storage, in particular for bins and bicycles, so that neither are left in the open (Q12).

Schemes that address the above themes and more achieve the **Built for Life™** quality mark. New developments that achieve 9 from the 12 Building for Life questions are eligible to display the **Built for Life™** quality mark, helping homebuyers choose with confidence.

A development achieving 'green' on all 12 of the **Building for Life** questions will be eligible to be awarded **Built for Life™** 'Outstanding', and the best new housing across the country will be recognised at events organised by the Building for Life Partnership.



The **Built for Life™** quality mark helps developers showcase their best new housing developments whilst helping homebuyers choose the best places to live.

**Built for Life™** accreditations are awarded through an independent assessment process, guaranteeing impartiality and helping to ensure developments in all parts of the country are judged by the same high quality standards.

Assessments are undertaken by **Built for Life™ Forums** of experts local to the scheme, helping to make each assessment sensitive to its context, history and future need.

# How to use BfL12

BfL12 comprises of 12 easy to understand questions that are designed to be used as a way of structuring discussions about a proposed development. There are four questions in each of the three chapters:

- **Integrating into the neighbourhood**
- **Creating a place**
- **Street and home**

**Based on a simple 'traffic light' system** (red, amber and green) we recommend that proposed new developments aim to:

- Secure as many 'greens' as possible,
- Minimise the number of 'ambers' and;
- Avoid 'reds'.

The more 'greens' that are achieved, the better a development will be.

A red light gives warning that a particular aspect of a proposed development needs to be reconsidered.

A proposed development might not achieve 12 'greens' for a variety of reasons<sup>4</sup>. What is important is to always avoid 'reds' and challenge 'ambers' - can they be raised to a 'green'? Local circumstances such as the need for housing for local people in rural locations (for example, rural exception

sites) may justify waiving the requirement for 'greens' against the relevant questions. Third party land ownership issues may prevent ideal connectivity from being achieved, however all developments should seek to 'future proof' connections to allow the opportunity to provide these links at some point in the future. Walvers should be supported by the local planning authority and highlighted early in the design process. We would not recommend that any scheme is permitted a waiver against any questions within the 'Creating a place' and 'Street and home' chapters.

For these reasons, whilst we encourage local authorities to adopt BfL12, we recommend that they avoid explicitly setting a requirement for all proposed developments to achieve 12 'greens'. Instead, we recommend that local policies require all proposed developments to use BfL12 as a design tool throughout the planning process with schemes performing 'positively' against it.

We also recommend that local authorities consider expecting developments to demonstrate they are targeting BfL12 where applications for outline planning permission is granted. A useful way to express this expectation is through either a condition or 'note to applicant'.



**Homes facing the street, with public and private spaces clearly defined by a retained and sensitively restored stone wall**

(DeLacy Court, Castle Donnington)



# Simpler, easier and better

Each headline question is followed by a series of additional questions that we suggest are useful to ask at the start of the design process. We've also provided five recommendations for how you might respond with the aim of offering a range of responses.

Recommendations are designed to stimulate discussion with local communities, the project team, the local authority and other stakeholders to help you find the right solution locally.

We've travelled the country visiting hundreds of residential developments. During these visits, we found common problems. Our avoidance tips help you avoid these pitfalls. We also discovered many well-designed developments, their qualities have been captured in our recommendations.

Finally, we've added endnotes providing further detail, clarity and where appropriate, references that you may find useful.

## Integrating into the neighbourhood

### 1 Connections

Does the scheme integrate into its surroundings by reinforcing existing connections and creating new ones, while also respecting existing buildings and land uses around the development site?

### 2 Facilities and services

Does the development provide (or is it close to) community facilities, such as shops, schools, workplaces, parks, play areas, pubs or cafes?

### 3 Public transport

Does the scheme have good access to public transport to help reduce car dependency?

### 4 Meeting local housing requirements

Does the development have a mix of housing types and tenures that suit local requirements?

## Creating a place

### 5 Character

Does the scheme create a place with a locally inspired or otherwise distinctive character?

### 6 Working with the site and its context

Does the scheme take advantage of existing topography, landscape features (including water courses), wildlife habitats, existing buildings, site orientation and microclimates?

### 7 Creating well defined streets and spaces

Are buildings designed and positioned with landscaping to define and enhance streets and spaces and are buildings designed to turn street corners well?

### 8 Easy to find your way around

Is the scheme designed to make it easy to find your way around?

## Street & home

### 9 Streets for all

Are streets designed in a way that encourage low vehicle speeds and allow them to function as social spaces?

### 10 Car parking

Is resident and visitor parking sufficient and well integrated so that it does not dominate the street?

### 11 Public and private spaces

Will public and private spaces be clearly defined and designed to be attractive, well managed and safe?

### 12 External storage and amenity space

Is there adequate external storage space for bins and recycling as well as vehicles and cycles?

# 1 Connections

**Does the scheme integrate into its surroundings by reinforcing existing connections and creating new ones, while also respecting existing buildings and land uses around the development site?**

**1a** Where should vehicles come in and out of the development?

**1b** Should there be pedestrian and cycle only routes into and through the development? If so, where should they go?

**1c** Where should new streets be placed, could they be used to cross the development site and help create linkages across the scheme and into the existing neighbourhood and surrounding places?

**1d** How should the new development relate to existing development? What should happen at the edges of the development site?

## We recommend

**Thinking about where connections can and should be made;** and about how best the new development can integrate into the existing neighbourhood rather than creating an inward looking cul-de-sac development.

**Remembering that people who live within a new development and people who live nearby** may want to walk through the development to get somewhere else, so carefully consider how a development can contribute towards creating a more walkable neighbourhood.

**Thinking carefully before blocking or redirecting existing routes,** particularly where these are well used.

**Creating connections** that are attractive, well lit, direct, easy to navigate, well overlooked and safe.

**Ensuring that all streets and pedestrian/cycle only routes pass in front of people's homes,** rather than to the rear of them.

## We recommend that you avoid

Not considering how the layout of a development could be designed to improve connectivity across the wider neighbourhood.

Not considering where future connections might need to be made - or could be provided - in the future.



**A choice of safe, direct and attractive routes can encourage walking and cycling, particularly for shorter journeys**

## 2 Facilities and services

**Does the development provide (or is it close to) community facilities, such as shops, schools, workplaces, parks, play areas, pubs or cafes?**

**2a** Are there enough facilities and services in the local area to support the development? If not, what is needed?

Where new facilities are proposed:

**2b** Are these facilities what the area needs?

**2c** Are these new facilities located in the right place? If not, where should they go?

**2d** Does the layout encourage walking, cycling or using public transport to reach them?

### We recommend

**Planning development so that everyday facilities and services** are located within a short walk of people's homes. The layout of a development and the quality of connections it provides can make a significant impact on walking distances and people's travel choices.

**Providing access to facilities through the provision of safe, convenient and direct paths or cycle routes.** Consider whether there are any barriers to pedestrian/cycle access (for example, busy roads with a lack of crossing points) and how these barriers can be removed or lessened.

**Locating new facilities<sup>5</sup>** (if provided) where the greatest number of existing and new residents can access them easily, recognising that this may be at the edge of a new development or on a through route; but consider whether existing facilities can be enhanced before proposing new ones.

**Where new local centres<sup>6</sup> are provided, design these as vibrant places** with smaller shops combined with residential accommodation above (rather than a single storey, single use supermarket building). Work to integrate these facilities into the fabric of the wider development to avoid creating an isolated retail park type environment dominated by car parking and highways infrastructure.

**Creating new places within a development where people can meet each other** such as public spaces, community buildings, cafes and restaurants. Aim to get these delivered as early as possible. Think carefully about how spaces could be used and design them with flexibility



**A mix of uses including homes, shops and other facilities in Lawley, Telford**

in mind, considering where more active spaces should be located so as to avoid creating potential conflict between users and adjacent residents.

### We recommend that you avoid

Locating play areas directly in front of people's homes where they may become a source of tension due to potential for noise and nuisance. Carefully consider the distance between play equipment and homes in addition to the type of play equipment selected and the target age group.

Creating the potential for future conflict if residential uses and commercial premises are not combined thoughtfully.

# 3 Public transport

Does the scheme have good access to public transport to help reduce car dependency?

**3a** What can the development do to encourage more people (both existing and new residents) to use public transport more often?

**3b** Where should new public transport stops be located?

## We recommend

**Maximising the number of homes on sites that are close to good, high frequency public transport routes**, but ensure that this does not compromise the wider design qualities of the scheme and its relationship with its surroundings. 'Hall and ride' schemes agreed with public transport providers can help reduce the distance people need to walk between their home and public transport.

**Carefully considering the layout and orientation of routes** to provide as many people as possible with the quickest, safest, attractive and most convenient possible routes between homes and public transport.

**Considering how the layout of the development** can maximise the number of homes within a short walk from their nearest bus, tram or train stop where new public transport routes are planned to pass through the development. Locate public transport stops in well used places, ensuring that they are accessible for all, well overlooked and lit.

**Considering how the development can contribute towards encouraging more sustainable travel choices**, for example by establishing a residents car club, providing electric car charging points, creating live/work units or homes that include space for a home office.

**Exploring opportunities to reduce car miles<sup>6</sup>** through supporting new or existing park and ride schemes or supporting the concept of transit orientated developments (where higher density and/or mixed use development is centred on train or tram stations).

## We recommend that you avoid

Thinking about development sites in isolation from their surroundings. For example, bus only routes (or bus plugs) can be used to connect a new development to an existing development and create a more viable bus service without creating a 'rat run' for cars.

**People will use buses if bus stops are close to their homes**





# 4 Meeting local housing requirements

Does the development have a mix of housing types and tenures that suit local requirements?

**4a** What types of homes, tenure and price range are needed in the area (for example, starter homes, family homes or homes for those downsizing)?

**4b** Is there a need for different types of home ownership (such as part buy and part rent) or rented properties to help people on lower incomes?

**4c** Are the different types and tenures spatially integrated to create a cohesive community?

## We recommend

**Demonstrating how the scheme's housing mix is justified** with regard to planning policy, the local context and viability.

**Aiming for a housing mix** that will create a broad-based community.

**Considering how to incorporate a range of property sizes and types<sup>6</sup>**, avoiding creating too many larger or too many smaller homes from being grouped together.

**Providing starter homes and homes for the elderly or downsizing households.** People who are retired can help enliven a place during the working day. Providing for downsizing households can also help to rebalance

the housing market and may help reduce the need for affordable housing contributions over time.

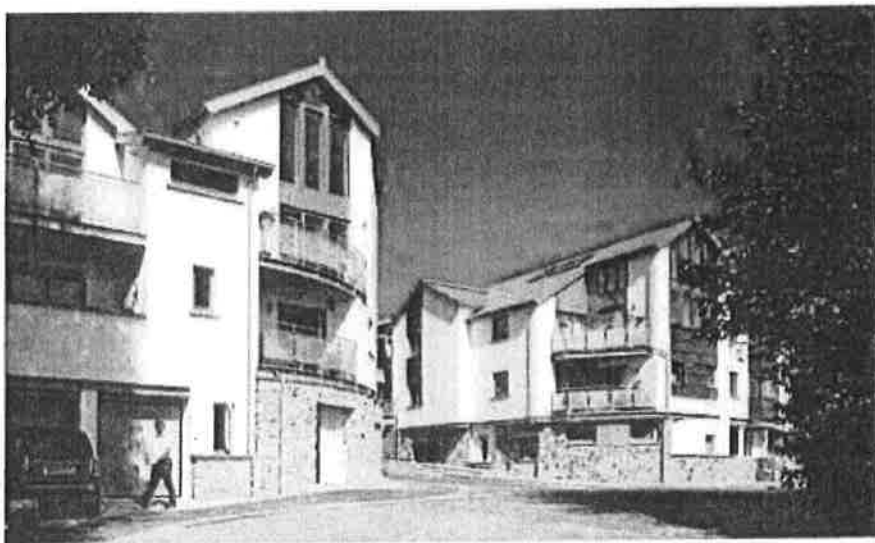
**Designing homes and streets to be tenure-blind**, so that it is not easy to differentiate between homes that are private and those that are shared ownership or rented.

## We recommend that you avoid

Developments that create homes for one market segment unless the development is very small.

Using exterior features that enable people to easily identify market sale from rented/shared ownership homes, such as the treatment of garages or entrances.

Reducing the level of parking provision for rented/shared ownership homes.



**A mix of homes can help to provide a more balanced community**

# 5 Character

Does the scheme create a place with a locally inspired or otherwise distinctive character?

**5a** How can the development be designed to have a local or distinctive identity?

**5b** Are there any distinctive characteristics within the area, such as building shapes, styles, colours and materials or the character of streets and spaces that the development should draw inspiration from?

## We recommend

**Identifying whether there are any architectural, landscape or other features**, such as special materials that give a place a distinctive sense of character as a starting point for design. It may be possible to adapt elevations of standard house types to complement local character.



**Architecture and green space works together to generate character in Bristol**

Distinctiveness can also be delivered through new designs that respond to local characteristics in a contemporary way<sup>7</sup>.

**Exploring what could be done to start to give a place a locally inspired identity** if an area lacks a distinctive character or where there is no overarching character.

**Landscaping traditions are often fundamental to character**, especially boundary treatments.

Introducing building styles, details and landscaping features that can be easily expressed to someone visiting the development for the first time. Where an area has a strong and positive local identity, consider using this as a cue to reinforce the place's overall character<sup>8</sup>.

**Varying the density, built form and appearance or style of development** to help create areas with different character within larger developments. Using a range of features<sup>9</sup> will help to create town and cityscape elements that can give a place a sense of identity and will help people find their way around. Subtle detailing can help reinforce the character of areas and in doing so, provide a level of richness and delight.

**Working with the local planning and highway authority** to investigate whether local or otherwise different materials can be used in place of standard highways surface materials and traffic furniture. Be creative and adventurous by exploring the potential to innovate - develop new ideas and build with new materials.

## We recommend that you avoid

Using the lack of local character as a justification for further nondescript or placeless development.

Ignoring local traditions or character without robust justification.

Too many identical or similar house types (where there is no benefit to the overall architectural integrity of the scheme from repetition).

# 6 Working with the site and its context

Does the scheme take advantage of existing topography, landscape features (including water courses), trees and plants, wildlife habitats, existing buildings, site orientation and microclimate?

6a Are there any views into or from the site that need to be carefully considered?

features, such as streams that need to be carefully designed into the development?

6b Are there any existing trees, hedgerows or other

6c Should the development keep any existing building(s) on the site? If so, how could they be used?

## We recommend

**Being a considerate neighbour.** Have regard to the height, layout, building line and form of existing development at the boundaries of the development site. Frame views of existing landmarks and create new ones by exploiting features such as existing mature trees to create memorable spaces. Orientate homes so that as many residents as possible can see these features from within their homes<sup>10</sup>. Carefully consider views into the development and how best these can be designed.

**Assessing the potential of any older buildings or structures** for conversion. Retained buildings can become instant focal points within a development. Where possible, avoid transporting building waste and spoil off site by exploring opportunities to recycling building materials within the development<sup>11</sup>.

**Working with contours of the land** rather than against them, exploring how built form and detailed housing design can creatively respond to the topographical character; thinking carefully about the roofscape. Explore how a holistic approach can be taken to the design of sustainable urban drainage by exploiting the topography and geology<sup>12</sup>.

**Exploring opportunities to protect, enhance and create wildlife habitats.** Be creative in landscape design by creating wildflower meadows rather than closely mown grassland and, where provided, creating rich habitats within balancing lagoons, rainwater gardens, rills and swales.

**Considering the potential to benefit from solar gain** through building orientation and design where this can be achieved without compromising good urban design or creating issues associated with over heating<sup>13</sup>. Finally have regard to any local micro-climate and its impact.

## We recommend that you avoid

Leaving an assessment of whether there are any views into and from the site that merit a design response until late in the design process.

Transporting uncontaminated spoil away from the site that could be used for landscaping or adding level changes where appropriate.

Not carefully considering opportunities for rainwater attenuation both on plot and off

Not carefully thinking about what balancing lagoons will look like and how people could enjoy them as attractive features within an open space network. Careful thought in the design process can eliminate the need for fenced off lagoons that are both unsightly and unwelcoming.



**Existing mature trees on this site in Exeter add character and quality**

# 7 Creating well defined streets and spaces

Are buildings designed and positioned with landscaping to define and enhance streets and spaces and are buildings designed to turn street corners well?

7a Are buildings and landscaping schemes used to create enclosed streets and spaces?

7c Do all fronts of buildings, including front doors and habitable rooms, face the street?

7b Do buildings turn corners well?

## We recommend

**Creating streets that are principally defined by the position of buildings** rather than the route of the carriageway.

**Designing building that turn corners well**, so that both elevations seen from the street have windows to them, rather than offering blank walls to the street<sup>14</sup>. Consider using windows that wrap around corners to maximise surveillance and bring generous amounts of natural light into people's homes.

**Using a pattern of road types** to create a hierarchy of streets and consider their enclosure, keeping to the well proportioned height to width ratios relative to the type of street<sup>15</sup>.

	Minimum	Maximum
Minor streets, e.g mews	1: 1.15	1:1
Typical streets	1:3	1:1.5
Squares	1:6	1:4

Source: Manual for Streets (2007) p.54

**Respecting basic urban design principles** when designing layouts. For example, forming strong perimeter blocks<sup>16</sup>.

**Orientating front doors to face the street** rather than being tucked around the back or sides of buildings.

## We recommend that you avoid

Streets that lack successful spatial enclosure by exceeding recommended height to width ratios.

Over reliance on in front of plot parking that tends to create over wide streets dominated by parked cars and driveways unless there is sufficient space to use strong and extensive landscaping to compensate the lack of built form enclosure.

Homes that back on to the street or offer a blank elevation to the street.

Locating garages and/or driveways (or service areas and substations) on street corners or other prominent locations, such as the 'end point' of a view up or down a street.



**Think carefully about what you will see at the end of the street**



# 8 Easy to find your way around

Is the development designed to make it easy to find your way around?

**8a** Will the development be easy to find your way around?  
If not, what could be done to make it easier to find your way around?

**8b** Are there any obvious landmarks?

**8c** Are the routes between places clear and direct?

## We recommend

**Making it easy for people to create a mental map of the place** by incorporating features that people will notice and remember. Create a network of well defined streets and spaces with clear routes, local landmarks and marker features. For larger developments it may be necessary to create distinct character areas. Marker features, such as corner buildings<sup>17</sup> and public spaces combined with smaller scale details such as colour, variety and materials will further enhance legibility\*.

**Providing views** through to existing or new landmarks and local destinations, such as parks, woodlands or tall structures help people understand where they are in relation to other places and find their way around.

**Making it easy for all people to get around** including those with visual or mobility impairments.

**Identifying and considering important viewpoints within a development**, such as views towards the end of a street. Anticipate other, more subtle viewpoints, for example a turn or curve in the street and how best these can be best addressed.

**Creating a logical hierarchy of streets.** A tree lined avenue through a development can be an easy and effective way to help people find their way around.

## We recommend that you avoid

Creating a concept plan for a scheme that does not include careful consideration as to how people will create a mental map of the place.

Layouts that separate homes and facilities from the car, unless the scheme incorporates secure underground car parking.

Creating overly long cul-de-sac developments, rather than a connected network of streets and spaces.

Blocking views to landmarks or notable landscape features.

Terminating views down streets with garages, the rear or side of buildings, parking spaces, boundary fences or walls.



**Marker buildings and spaces can help people create a 'mental map' of a place**  
(Manor Kingsway, Derby)

**\*Legible features include:** distinct character areas (for larger developments), framing views of existing or proposed new landmarks (and/or landscape features) both on- and off- the development site, a well-defined street hierarchy (for example, tree lined avenues can help establish the character of a principle street within a hierarchy) and creating new marker buildings and spaces.

# 9 Streets for all

**Are streets designed in a way that encourage low vehicle speeds and allow them to function as social spaces?**

**9a** Are streets pedestrian friendly and are they designed to encourage cars to drive slower and more carefully?

**9b** Are streets designed in a way that they can be used as social spaces, such as places for children to play safely or for neighbours to converse?

## We recommend

**Creating streets for people where vehicle speeds are designed not to exceed 20 mph<sup>18</sup>.** Work with the Highways Authority to create developments where buildings and detailed street design is used to tame vehicle speeds. Sharp or blind corners force drivers to slow when driving around them while buildings that are closer together also make drivers proceed more cautiously<sup>19</sup>. 20mph zones are becoming increasingly popular with local communities and are a cost effective way of changing driver behaviour in residential areas.

**Thinking about how streets can be designed as social and play spaces,** where the pedestrians and cyclists come first, rather than simply as routes for cars and vehicles to pass through<sup>20</sup>.

**Using the best quality hard landscaping scheme that is viable** without cluttering the streets and public spaces.

**Designing homes that offer good natural surveillance opportunities;** carefully considering the impact of internal arrangement on the safety and vitality of the street<sup>21</sup>. Consider maximising the amount of glazing to ground floor, street facing rooms to enhance surveillance opportunities creating a stronger relationship between the home and the street.<sup>22</sup>

**Creating homes that offer something to the street<sup>23</sup>,** thinking carefully about detail, craftsmanship and build quality. Afford particular attention to the space between the pavement and front doors<sup>24</sup>. A thoughtful and well designed entrance area and front door scheme will enhance the kerb appeal of homes whilst also contributing towards creating a visually interesting street. Carefully

consider changes in level, the interface between different materials, quality finishing and the discreet placement of utility boxes.

## We recommend that you avoid

20mph speed limits enforced with excessive signage or expensive compliance systems or features.

Designing a scheme that allows drivers to cross pedestrian footpaths at speed to access their driveways. Consider how hard and soft landscaping can be used to make drivers approach their street and home more cautiously and responsibly.

Minimise steps and level changes to make them as easy as possible for pushchairs and wheelchairs.

A pavement that has lots of variation in levels and dropped kerbs to enable cars to cross it can encourage unofficial parking up on the kerb and may make movement less easy for those pushing a pushchair, in a wheelchair or walking with a stick or walking frame.



**At Fairfield Park in Bedfordshire, vertical calming and 'pinch points' remind drivers they are in a 20mph zone**

# 10 Car parking

**Is resident and visitor parking sufficient and well integrated so that it does not dominate the street?**

**10a** Is there enough parking for residents and visitors?

**10b** Is parking positioned close to people's homes?

**10c** Are any parking courtyards small in size (generally no more than five properties should use a parking

courtyard) and are they well overlooked by neighbouring properties?

**10d** Are garages well positioned so that they do not dominate the street scene?

## We recommend

**Anticipating car parking demand** taking into account the location, availability and frequency of public transport together with local car ownership trends. Provide sufficient parking space for visitors.

**Designing streets to accommodate on street parking** but allow for plenty of trees and planting to balance the visual impact of parked cars and reinforce the spatial enclosure of the street. On street parking has the potential to be both space efficient and can also help to create a vibrant street, where neighbours have more opportunity to see and meet other people.



**Parking near front doors and softened with landscaping help this parking in Oxford integrate well with the street**

**Prevent anti-social parking.** Very regular and formal parking treatments have the potential to reduce anti-social parking. People are less prone to parking in places where they should not be parking, where street design clearly defines other uses, such as pavements or landscape features.

**Making sure people can see their car from their home** or can park it somewhere they know it will be safe. Where possible avoid rear parking courts<sup>26</sup>.

**Using a range of parking solutions** appropriate to the context and the types of housing proposed. Where parking is positioned to the front of the property, ensure that at least an equal amount of the frontage is allocated to an enclosed, landscaped front garden as it is for parking to reduce vehicle domination. Where rows of narrow terraces are proposed, consider positioning parking within the street scene, for example a central reservation of herringbone parking<sup>26</sup>. For higher density schemes, underground parking with a landscaped deck above can work well.

## We recommend that you avoid

Relying on a single parking treatment. A combination of car parking treatments nearly always creates more capacity, visual interest and a more successful place.

Large rear parking courts. When parking courts are less private, they offer greater opportunity for thieves, vandals and those who should not be parking there.

Parking that is not well overlooked.

Using white lining to mark out and number spaces. These are not only costly, but unsightly. It can be cheaper and more aesthetically pleasing to use small metal plates to number spaces, and a few well placed block markers to define spaces.

Not providing a clear and direct route between front doors and on-street parking or not balancing the amount of parking in front of plots with soft relief.

# 11 Public & private spaces

**Will public and private spaces be clearly defined and designed to have appropriate access and be able to be well managed and safe in use?**

**11a** What types of open space should be provided within this development?

developer contribute towards an existing facility in the area that could be made better?

**11b** Is there a need for play facilities for children and teenagers? If so, is this the right place or should the

**11c** How will they be looked after?

## We recommend

**Clearly defining private and public spaces** with clear vertical markers, such as railings, walling or robust planting. Where there is a modest building set back (less than 1m), a simple change in surface materials may suffice. Select species that will form a strong and effective boundary, such as hedge forming shrubs rather than low growing specimens or exotic or ornamental plants. Ensure sufficient budget provision is allocated to ensure a high quality boundary scheme is delivered.

**Creating spaces that are well overlooked by neighbouring properties.** Check that there is plenty of opportunity for residents to see streets and spaces from within their homes. Provide opportunities for direct and oblique views up and down the street, considering the use of bay, oriel and corner windows where appropriate. Designing balconies can further increase opportunities for natural surveillance.

**Thinking about what types of spaces are created and where they should be located.** Consider how spaces can be designed to be multi-functional, serving as wide an age group as possible and how they could contribute towards enhancing biodiversity<sup>27</sup>. Think about where people might want to walk and what routes they might want to take and plan paths accordingly providing lighting if required. Consider the sun path and shadowing throughout the day and which areas will be in light rather than shade. Areas more likely to benefit from sunshine are often the most popular places for people to gather.

**Exploring whether local communities** would wish to see new facilities created or existing ones upgraded. Think how play can be approached in a holistic manner, for example by distributing play equipment or playable spaces and features across an entire open space.

**Providing a management and maintenance plan** to include a sustainable way to fund public or shared communal open spaces.

## We recommend that you avoid

Informal or left over grassed areas that offer no public or private use or value and do little or nothing to support biodiversity.

Avoid creating small fenced play areas set within a larger area of open space where the main expense is the cost of fencing.

Landscaping that is cheap, of poor quality, poorly located and inappropriate for its location. Low growing shrubs rarely survive well in places where people are likely to accidentally walk over them (such as besides parking bays).



**Sometimes recreation space can double up as a formal landscaping feature**

(Gun Wharf, Plymouth)



# 12 External storage and amenity space

Is there adequate external storage space for bins and recycling, as well as vehicles and cycles?

**12a** Is storage for bins and recycling items fully integrated, so that these items are less likely to be left on the street?

**12b** Is access to cycle and other vehicle storage convenient and secure?

## We recommend

**Providing convenient, dedicated bin and recycling storage** where bins and crates can be stored out of sight. Check with the local authority to determine exactly what space is required and minimise the distance between storage areas and collection points. Where terraced housing is proposed, consider providing integral stores to the front of the property (such as within an enclosed section of a recessed porch) or by providing secure ginnels between properties that provide direct access to the rear of properties<sup>28</sup>.

**Designing garages and parking spaces that are large enough to fit a modern family sized car** and allow the driver to get out of the car easily. Where local authorities have requirements for garage sizes, parking spaces and circulation space design these into your scheme from the outset. If garages do not meet local requirements, do not count these as a parking space.

**Considering whether garages should be counted as a parking space.** If garages are to be counted as a parking space, ensure that sufficient alternative storage space is provided for items commonly stored in garages. Consider extending the length of the garage to accommodate storage needs or allowing occupants to use the roof space for extra storage<sup>29</sup>.

**Anticipating the realistic external storage requirements of individual households.** Residents will usually need a secure place to store cycles and garden equipment. A storage room could be designed to the rear of the property (either attached or detached from the home), reviving the idea of a traditional outhouse. More creative solutions may be needed to satisfy the cycle storage requirements of higher density apartment accommodation.

**Thinking carefully about the size and shape of outside amenity space.** It is a good idea to ensure that rear gardens are at least equal to the ground floor footprint of the dwelling. Triangular shaped gardens rarely offer a practical, usable space<sup>30</sup>. Allow residents the opportunity to access their garden without having to walk through their home.



**Poorly integrated bin storage erode the quality of this street in Oxford**

## We recommend that you avoid

Bin and recycling stores that detract from the quality of the street scene.

Locating bin and recycling stores in places that are inconvenient for residents, or they might find it easier to leave their bin and containers on the street.

Designing garages that are impractical or uncomfortable to use.

Cycle storage that is not secure or is difficult to access.

# Using Building For Life 12 in more urban locations

Supplementary design prompts were introduced in November 2014 in response to feedback from users about the need to better address design issues in more urban locations.

Building for Life 12's core focus is on street and urban issues in schemes of between about 25-50 homes to the hectare, such as those typical of more suburban or rural locations. This supplement deals with issues found where apartment blocks of three or more storeys create new developments with few, if any, new streets and where key design issues are how blocks respond to their locality, existing streets and movement.

Six of the twelve questions now have an alternative prompt to suit urban situations. Whilst the ethos of each question remains the same the emphasis and considerations reflect better the challenges and considerations associated with more urban locations and higher density developments. We recommend that design teams agree with the local authority which version of the questions are most appropriate to any proposed development.



## 1 Connections and scale

Does the scheme respond to the scale of its surroundings, respect existing view corridors (or create new ones), and reinforce existing connections and make new ones where feasible?

### *Design rationale:*

To emphasise visual connectivity whilst ensuring that where possible, the opportunity is taken to make physical connects that are going to be well-used and of benefit to residents and the wider community.

## 8 Easy to find your way in and around

Is the scheme designed to make it easy to understand the

links between where people live and how you access the building, as well as how you move through it?

### *Design rationale:*

To emphasise the importance of creating a well defined entrance(s) to a development. Is it easy to find the front door?

## 9 Active Streets

Does the development engage with the street so passers-by will understand the movement between the building and the street, and is there an obvious visual link between inside and outside?



*Design rationale:*

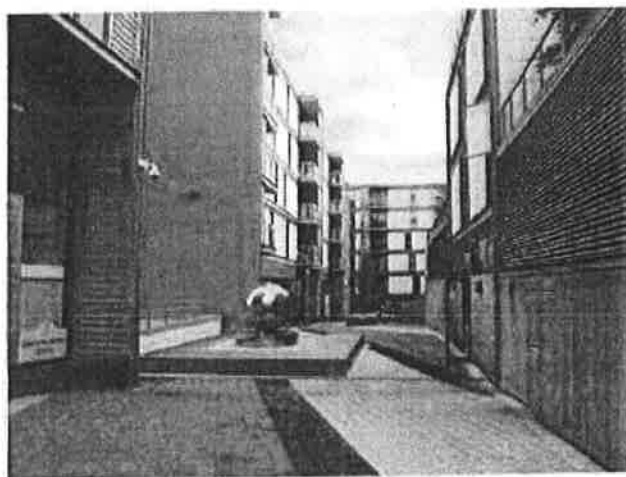
To emphasise the importance of creating active edges to a development at street level, carefully consider how the building relates to the street, how vehicle and servicing is designed and to avoid dead elevations.

### 10 Cycle and car parking

Will the development be likely to support and encourage cycling by providing cycle storage which people can use with confidence? Where parking is provided, is this easy to use? Are accesses to car parking designed not to impact on those not in cars? Are entrances to car parks over-engineered, visually obtrusive or obstructive to pedestrians and cyclists?

*Design rationale:*

To emphasise the modal emphasis on bikes in more urban development where people are more likely to live close enough to work and leisure to cycle. Seeks to also promote well-designed entrances to parking areas whether at grade or underground.



### 11 Shared spaces

Is the purpose and use of shared space clear and it is designed to be safe and easily managed? Where semi-private or private spaces are created, are these clearly demarcated from the public realm?



*Design rationale:*

To emphasise the importance of designing such spaces to be functional, attractive and well used.

### 12 Private amenity and storage

Are outdoor spaces, such as terraces and balconies, large enough for two or more people to sit? Is there opportunity for personalisation of these spaces? Is waste storage well integrated into the design of the development so residents and service vehicle access it easily whilst not having an adverse impact on amenity for residents.

*Design rationale:*

To focus on practical balcony sizes and well designed communal waste facilities that are well resolved in relation to building entrances and screened from publicly accessible routes.

## Notes

1 Department for Communities and Local Government (2011) 'Laying the Foundations: A Housing Strategy for England', HMSO

Further supported by the National Planning Policy Framework (2012) and the Localism Act and Planning Practice Guidance.

2 To find out more about obtaining Built for Life quality mark please visit [www.builtforlifehomes.org](http://www.builtforlifehomes.org). Building for Life training and support (including facilitation of community workshops using BfL12) is available locally through the Design Network [www.designnetwork.org.uk](http://www.designnetwork.org.uk)

3 Visit [www.builtforlifehomes.org](http://www.builtforlifehomes.org) for further information.

4 For example, local concerns relating to crime and anti-social behaviour or cost prohibitive ransom strips may prevent the best connections being provided between a new development and its surroundings.

5 For strategic developments, such as sustainable urban extensions.

6 On larger developments.

7 A simple test is to ask how the architecture whether traditional or modern acknowledges and enhances its context. But there is no benefit in recycling tradition if treatments are not locally authentic.

8 However, this does not require pastiche. The aim is to exploit qualities in the character of local stock and link to them, not replicate them, but at the same time recognising that in some circumstances there is a need for a step change in approach to overall design ethos and approach.

9 Such as landscaping, tree lined streets, parks, greens, crescents, circles, squares and a clear hierarchy of streets such as principal avenues, lanes, mews and courtyards, as well as colour, landscaping and detailing.

10 Consider using windows where appropriate to frame views from within the home.

11 Weathered materials can help add instant character whether within retained structures or reused as to create boundary walls, plinths or surface treatments.

12 For example by using permeable paving and creating a network of rills, swales, rain gardens and green roofs where suitable.

13 East-facing bedrooms are very popular for morning sun, while west-facing or south-facing patio gardens and living rooms boost their appeal in spring and autumn. In higher density schemes endeavour to have at least one principal room being able to receive sunlight through some of the day.

14 These windows need to serve habitable rooms where occupants tend to spend a lot of their day rather than bathrooms, hallways, stairwells and cloakrooms.

15 These may need to be varied within medium to higher density schemes.

16 Where buildings create the outside edge of the block and interlocked back gardens and/or shared amenity spaces create the middle.

17 Perhaps incorporating commercial premises where viable or designing flexible units that could be easily remodelled to accommodate commercial premises in the future.

18 By restricting forward visibility, using vertical features such as raised plateaus and/or designating Home Zones. Carefully consider the impact

of features such as over engineered corner radii on vehicle speeds and pedestrian safety and comfort. See [www.20splentyforus.org.uk](http://www.20splentyforus.org.uk).

20 Shared surfaces may be appropriate in low traffic areas though carefully consider how shared environments can still be navigable by those with visual impairments.

21 First floor living rooms can be very effective for this purpose, even more so with bay or corner windows and balconies. The key attribute is that windows that face the street should be from habitable rooms where occupants are likely to spend a lot of their day.

22 Whilst also maximising the amount of natural light penetrating internal spaces.

23 Such as colour, detail, craftsmanship or other form of artistic expression and creativity.

24 Or shared access for apartment accommodation.

25 If rear parking courtyards are used, keep them small, so that residents know who else should be using it. Make sure at least one property is located at the entrance to the parking courtyard to provide a sense of ownership and security. Avoid multiple access points. Allow sufficient budget for boundary walls, surface treatments, soft landscaping and lighting to avoid creating an air of neglect and isolation. Contact the local Police Architectural Liaison Officer to determine whether local crime trends justify securing the courtyard with electric gates.

26 To avoid a car dominated environment, break up parking with a tree or other landscaping every four bays or so but ensure that the landscaping still allows space for people to get into and out of their cars, without having to step onto landscaped areas.

27 Discussions with local police officers and local community groups can be a useful source of information on what works well and what does not in a particular area and can help guard against creating potential sources of conflict.

28 If storage is provided within the rear garden, think about how bins and containers can be discreetly stored out of sight.

29 Non solid garage doors can dissuade residents from using these spaces as storage areas, but this will only be effective where sufficient alternative storage space is provided and where Permitted Development Rights are removed and enforced.

30 Where balconies are provided, design these generously so that they are large enough for a small table and at least two chairs.

## References:

Department for Communities and Local Government (2012)

National Planning Policy Framework, HMSO

Department for Communities and Local Government and

Department of Transport (2007) Manual for Streets, HMSO

The Institution of Highways and Transportation (2000) Guidelines for Providing for Journeys on Foot, London. [www.ciht.org.uk](http://www.ciht.org.uk)



By using Building for Life 12 as a tool throughout the design process, you can demonstrate compliance with the National Planning Policy Framework and Planning Practice Guidance

Building For Life 12 Question	Links with the National Planning Policy Framework (2012)	Links with Planning Practice Policy Guidance (2014)*
<b>Integrating into the neighbourhood</b>		
1. Connections	9, 41, 61, 75	006, 008, 012, 016, 022
2. Facilities and services	38, 58, 70, 73	006, 014, 015, 017
3. Public transport	9, 17, 35	012, 014, 022
4. Meeting local housing requirements	9, 47, 50	014, 015, 017
<b>Creating a place</b>		
5. Character	17, 56, 58, 60, 64	006, 007, 015, 020, 023
6. Working with the site and its context	9, 10, 17, 31, 51, 58, 59, 118	002, 007, 012, 020, 023
7. Creating well defined streets and spaces	58	008, 012, 021, 023
8. Easy to find your way around	58	022
<b>Travel and home</b>		
9. Streets for all	35, 58, 69	006, 008, 012, 022, 042
10. Car parking	39, 58	010, 040
11. Public and private space	57, 58, 69	006, 007, 009, 010, 015, 016, 018
12. External storage and amenity	58	040

**Generally:**

NPPF: 63, 56 – 58, 63, 64

PPG\*: 001, 004, 005, 029, 031 – 038

(BfL12 is designed to be used to support consultation and community participation. It can also be used to guide masterplans, design codes, frame pre-application discussions and Design Reviews, structure Design and Access Statements, support local decision making and if necessary justify conditions relating to detailed aspects of design, such as materials).

\*paragraph references within 'Design' guidance category.

Credit: Kruczkowski, S

**Suggested acceptable walking distances**

These suggested acceptable walking distances can help you with questions in the 'Integrating into the neighbourhood'

	Town centres (m)	Commuting / School / Sight-seeing (m)	Elsewhere (m)
Desirable	200	500	400
Acceptable	400	1000	800
Preferred maximum	800	2000	1200

Source: The Institution of Highways and Transportation (2000) Guidelines for Providing for Journeys on Foot, London (p.49)

Credit: Birkbeck, D., Collins, P., Kruczkowski, S, and Quinn, B.

**Building for Life is the industry standard, endorsed by government for well-designed homes and neighbourhoods. It can help local communities, local authorities and developers work together to create good places to live, work and play.**

*'Homes that sell for the highest amount and quicker than others have great kerb appeal. Built for Life schemes have this special kerb appeal. The streets and homes are better arranged - they are better designed places and will sell better in the future on the second hand market.'*

Mike Fallowell FRICS, Co-founder, Newton Fallowell.

*'Built for Life accreditation gives the consumer confidence in the quality of developments and the consideration that has gone into all aspects of the build.'*

Nick Boles MP, former Parliamentary Under Secretary of State for Planning.

*'This government recognises that what we build is just as important as how many homes we build.'*

HM Government (2011), Laying the Foundations: A Housing Strategy for England, HMSO, London.



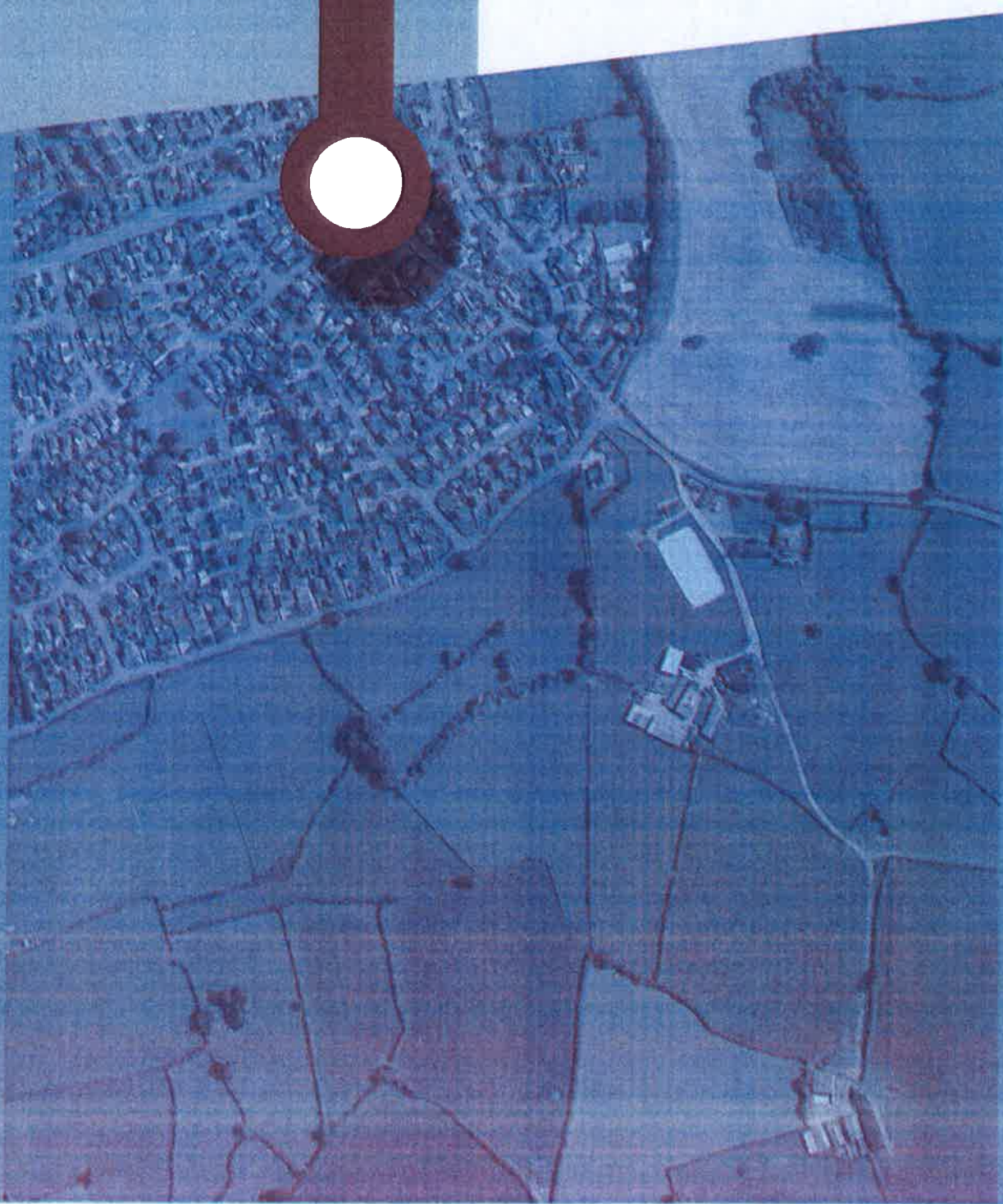
[www.builtforlifehomes.org](http://www.builtforlifehomes.org)



# ENGINE LANE NAILSEA

DESIGN BRIEF

PREPARED BY PEGAGUS URBAN DESIGN  
CIR B.0443\_03C | JAN 2016 2017





“THE GOVERNMENT ATTACHES GREAT IMPORTANCE TO THE DESIGN OF THE BUILT ENVIRONMENT. GOOD DESIGN IS A KEY ASPECT OF SUSTAINABLE DEVELOPMENT, IS INDIVISIBLE FROM GOOD PLANNING, AND SHOULD CONTRIBUTE POSITIVELY TO MAKING PLACES BETTER FOR PEOPLE.”

[PARA. 56 & 57, NPPF 2012].

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<p>PAGE 13</p> <p>4</p> <p>DESIGN CONCEPT</p>	<p>PAGE 17</p> <p>5</p> <p>DESIGN PARAMETERS</p>	<p>PAGE 23</p> <p>6</p> <p>MASTERPLAN</p>
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NOTE: THIS DOCUMENT IS DESIGNED TO BE VIEWED AS A3 DOUBLE SIDED







# INTRODUCTION

01

## PURPOSE OF THE STATEMENT

1.1 This Brief has been prepared by Pegasus Design on behalf of Barratt Homes (Bristol) to help ensure and control the delivery of the residential proposals at Engine Lane, Nailsea.

1.2 This document achieves this within the following sections:

**Section 1: Introduction** – outlines the purpose of the document;

**Section 2: The Site** – considers the site and its surroundings in terms of the physical, social and planning context;

**Section 3: Design Workshop** – outlines the stakeholder participation and consultation undertaken as well as its key findings;

**Section 4: Design Concept** – presentation of the key design concepts and principles that have been derived from a combination of Government Policy, site assessment, consultation and design evolution.

**Section 5: Design Parameters** – establishment of a set of design parameters that will be used to ensure the detailed design accurately reflects aspirations for the site, and responds to its bespoke constraints and opportunities.

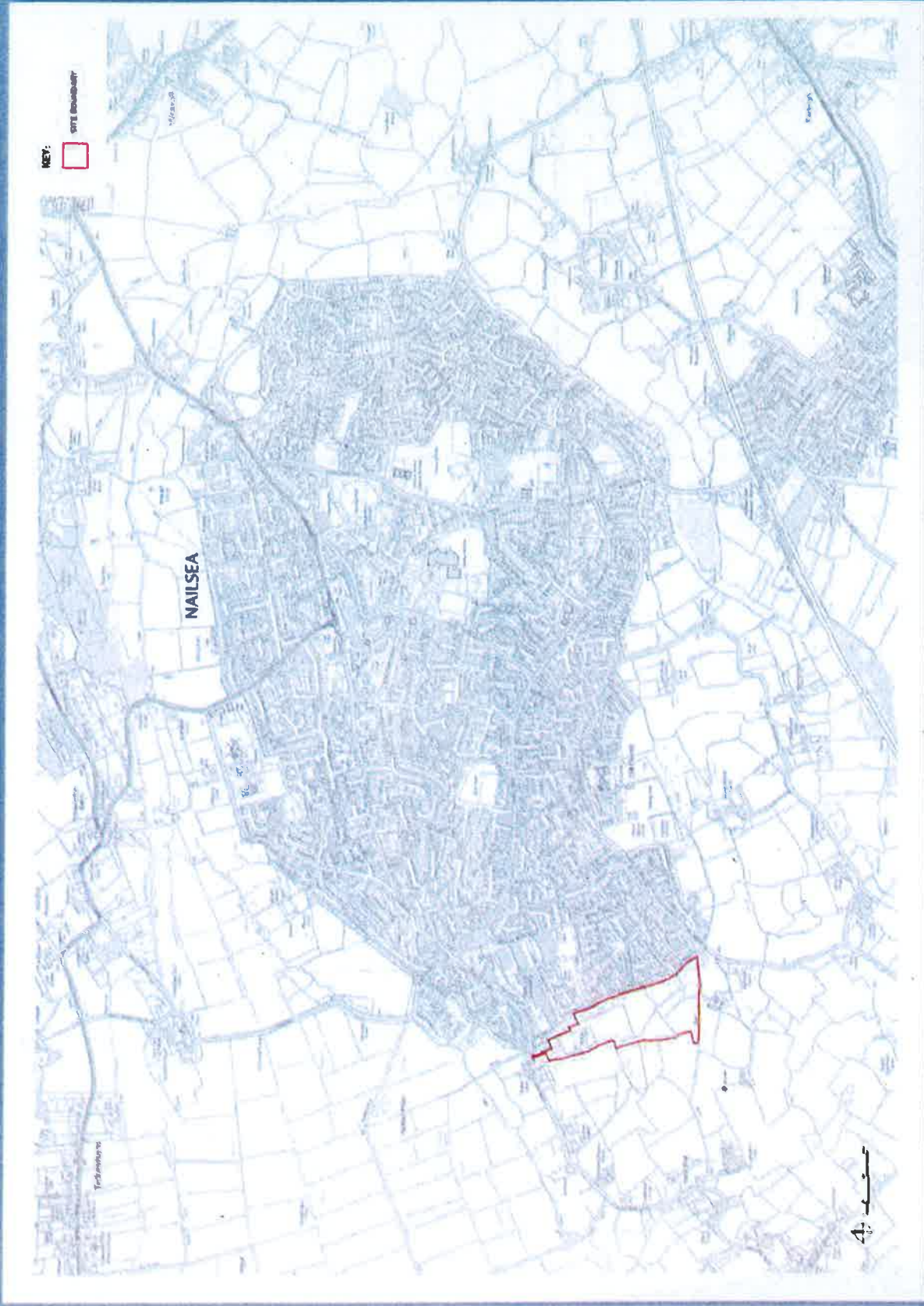
**Section 6: Masterplan** – presentation of the indicative design proposals including uses and amount proposed, layout of the development and landscaping treatments.

**Section 7: Strategies** – details regarding street and parking typologies and drainage arrangements.

**Section 8: Placemaking** – presentation of the envisaged character and appearance of the proposals, including its architecture, detailing and materials.

**Section 9: Conclusions** – providing a summary of the Brief.

# SITE CONTEXT PLAN





## 02 THE SITE

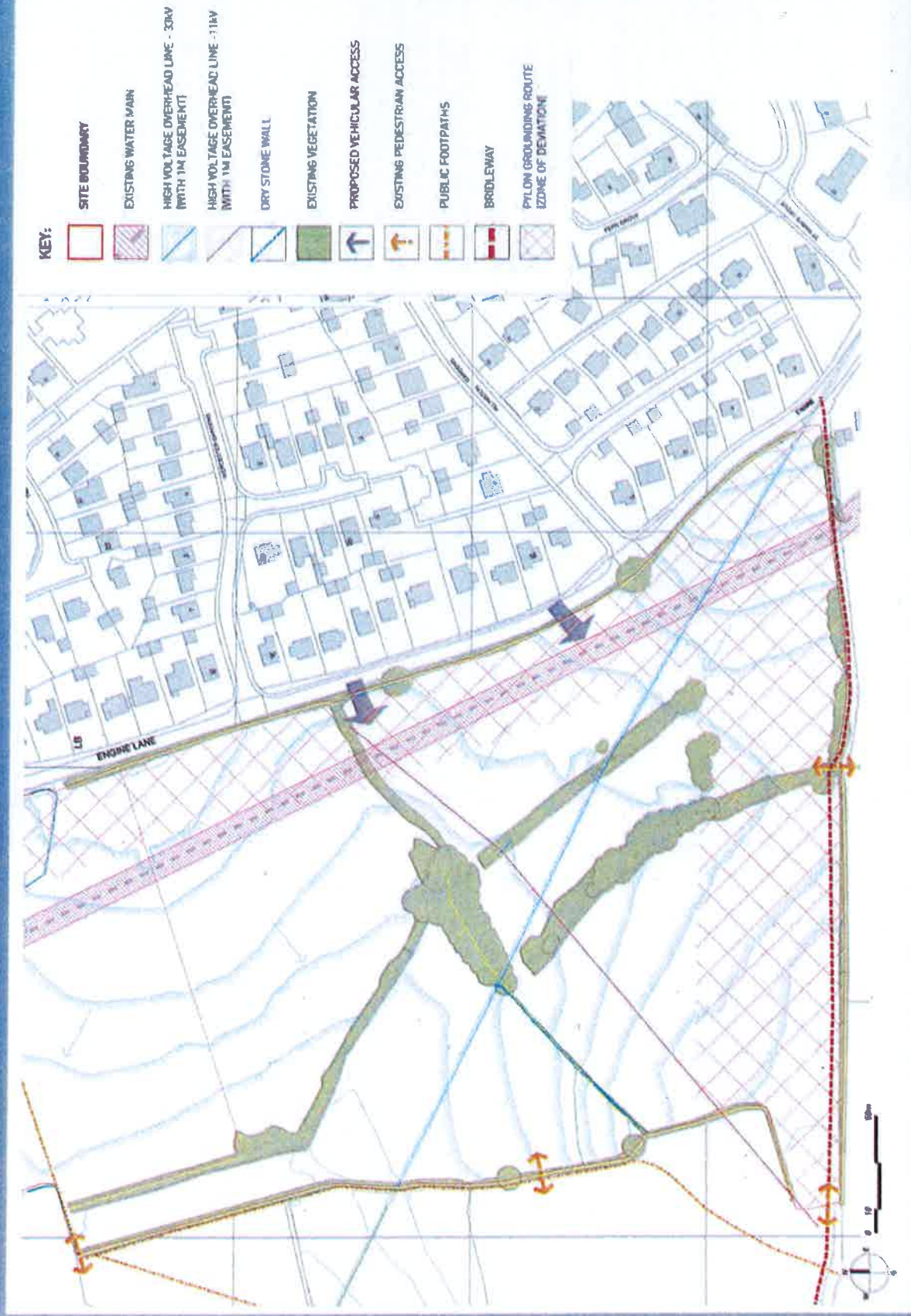


### SITE CONTEXT

- 2.1 The Town of Nailsea is located approximately 10 miles from the South West of Bristol and North West of Weston-super-Mare. It has population of over 15,000 and lies along the Bristol to Exeter railway line, offering excellent connections to the wider region.
- 2.2 There are a wide variety of local facilities and amenities, focused around the retail and employment hubs.
- 2.3 The development site lies on the South Western fringe of the existing settlement. The site is bounded by Engine Lane to the East, Nailsea & Backwell Rugby Club to the North, and open countryside to the South and West.
- 2.4 The Town has seen a steady, incremental growth and expansion over the years and includes a varied townscape. Whilst there are certain design characteristics that are reflective of the local area, there is no overarching architectural style.



# CONSTRAINTS AND OPPORTUNITIES



## CONSTRAINTS AND OPPORTUNITIES

- 2.5 The constraints and opportunities presented by the site are utilised to inform and structure the development proposals. These are outlined below and illustrated, where appropriate, on the Constraints and Opportunities plan shown opposite.

### CONSTRAINTS

- The existing landscaping, vegetation and other landscape features that positively contribute to the character of the application site and its local context;
- The permissive right of way running through the site and linking to the wider area;
- Forming an appropriate edge to Nailsea.
- Protection of the residential amenity of existing residents adjacent to the application site.
- Existing water main and associated offset running through the site from North to South
- Close proximity to adjoining sports pitches.
- National Grid pylon grounding

### OPPORTUNITIES

- Provision of a sustainable development that can accommodate approximately 183 dwellings;
- Making efficient use of land through the application of an appropriate density within the site that is also reflective of the sites location;
- Opportunity to create quality architecture that takes design cues from the local character and responds positively to existing adjacent pattern of built form;
- Provision of a landscape infrastructure that builds upon the local landscape character as an integral part of the development and incorporates the existing landscape features that positively contribute to the character of the site;
- Provision of a comprehensive green space strategy that incorporates amenity green space, community green space and green ways for new and existing residents;
- Provision of a comprehensive drainage strategy that contributes to the green infrastructure of the site as well as incorporating SUD's within the landscape strategy;
- Incorporation of the existing network of pedestrian connections within the development proposals and enhanced through the creation of additional circulation routes and links.





A design workshop was held with Nailsea Town Council on Wednesday 13th July and was attended by Barratt Homes and members of the consultant team.

## KEY FINDINGS

### CONSTRAINTS AND OPPORTUNITIES

**Comment** - Where will the 132kv electricity cable be re routed? And what would be the disruption to residents?

**Response** - It is intended that the pylon will be grounded to run from the SW corner of the site, along the southern boundary, NE out of the southern access and North within Engine Lane. We are advised by the electricity company/supplier that it will be circa 4-6 weeks to divert (should Hinkley Point go ahead).

**Comment** - Where will the water main be re routed?

**Response** - The water main will be re routed within the site so to align to the block structure of the masterplan.

### ENGINE LANE

**Comment** - How will Barratt respond to Engine Lane, how will it look and what will the architectural response be?

**Response** - This edge is proposed to be a character area within the scheme due to it being the schemes outward facing edge. We are mirroring the building form and planting so that there is a formal and regular width of plot reflective of the eastern side of the lane. These houses will have a generous set back behind a newly proposed hedgerow and landscaping buffer with a roof pitch respective of the existing properties. The approximate front to front distance will be between 25-30 metres. We are seeking to propose a new footpath on the western side of the hedge/wall so to bring pedestrians into the site whilst maintaining the existing width/character of Engine Lane.

### HIGHWAYS

**Comment** - Will there be a detrimental impact of congestion on local roads?

**Response** - Our Transport Consultant has assessed the site and has advised that there will be no unacceptable impact on the local and wider highway network. They have advised that North Somerset Council are likely to require consideration at planning application stage of the potential impact of the development at North Street/ Engine Lane, St Mary's Grove and Engine Lane, Hannah More Road and Blackfriars Road and Queen's Road and Hannah More road.

**Comment** - Have mini roundabouts been thought about?

**Response** - Our Transport Consultant has advised that in order to serve the site within the context of the Engine Lane and for the site to connect into the existing network the most appropriate and measured response would be for the two accesses to be left hand turn priority junctions.

**Comment** - How would private drives be managed?

**Response** - Private Drives would have a sub agreement within the management company agreement for the residents served off of a drive to contribute towards management and maintenance.

### CENTRAL GREEN SPACE/POND AND PLAY AREAS

**Comment** - Is the pond going to be wet or dry? Will the pond be boggy and muddy?

**Response** - Our ecologist has advised that an existing on site pond is a 'priority habitat' and will need to be replaced/relocated on site. Our engineer has undertaken further ground investigation and has reconsulted our drainage engineer who has now confirmed the need for two wet ponds. These ponds will have water in them all year ➤

## 03 TOWN COUNCIL WORKSHOP

- round and will be wetland features with an ecological role within the scheme.

Fencing of these features will be discussed with NSDC's drainage board and the EA.

**Comment** - Will the play area be inclusive of all children including toddlers/ juniors and teenagers?

**Response** - The site has 2 play areas for toddlers and juniors located within the central green and on the South East corner. We have met Local authorities before on other sites where they have requested that teenagers should be included but in the context of this site we would wait for the NSC to state a need to require teenager provision.

### CHARACTER AREAS AND STREET HIERARCHY

**Comment** - How will you be able to find your way around?

**Response** - The site's context, shape and size all govern the overall masterplan providing a clear hierarchy of streets and therefore 3 distinct character areas. Street hierarchy is fundamental to a legible place with different street widths and surface treatments together with contrasting materials to focal buildings, guiding people through the scheme.

### ADAPTABILITY

**Comment** - As a town we want to ensure certain sizes of houses remain as that size to ensure Nailsea has a varied mix of houses for future residents, how can you ensure this?

**Response** - Designing for Adaptability is part of the national government guidance so this would be going against government guidance (eg: BCC have made us design in the potential for adaptability). However, the scheme is very efficient and gardens have been proposed to be the optimum size that relates to the number of people that would reside in a particular dwelling. We plan our dwelling footprints to be appropriate for the number of bed spaces. We cannot plan for future residents applying for loft conversions but through design of the detailed scheme we can design out areas for side and rear extensions.

### OPEN MARKET AND AFFORDABLE MIX

**Comment** - What is the mix of housing and does it meet Nailsea policy?

**Response** - We have designed the scheme to be NSDC DM35/Nailsea compliant, capping the Open Market 4 Bed units at 20%. The scheme as a whole approximately consists of 7% 1 beds, 26% 2 beds, 50% 3 beds and 17% 4 beds.

Affordable homes are to be distributed in clusters of circa 6 as per NSDC policy.

### PARKING

**Comment** - We do not like rear parking as people just park out the front on the street, can we not propose this? And where will visitors park?

**Response** - We agree that rear parking is not something we want to propose as it does not encourage 'front door living'. It encourages on street parking and parking courts become disused, unsightly and insecure. Visitor parking will be on street as allocated parking and all allocated parking will be off street.

### DETAILED LAYOUT

**Comment** - Do we know exactly where each house will be positioned?

**Response** - We have prepared a coded plan of our current detailed scheme. We do have to caveat that this scheme is subject to discussion with North Somerset Council.

### HOUSE TYPOLOGIES

**Comment** - What will the house types look like?

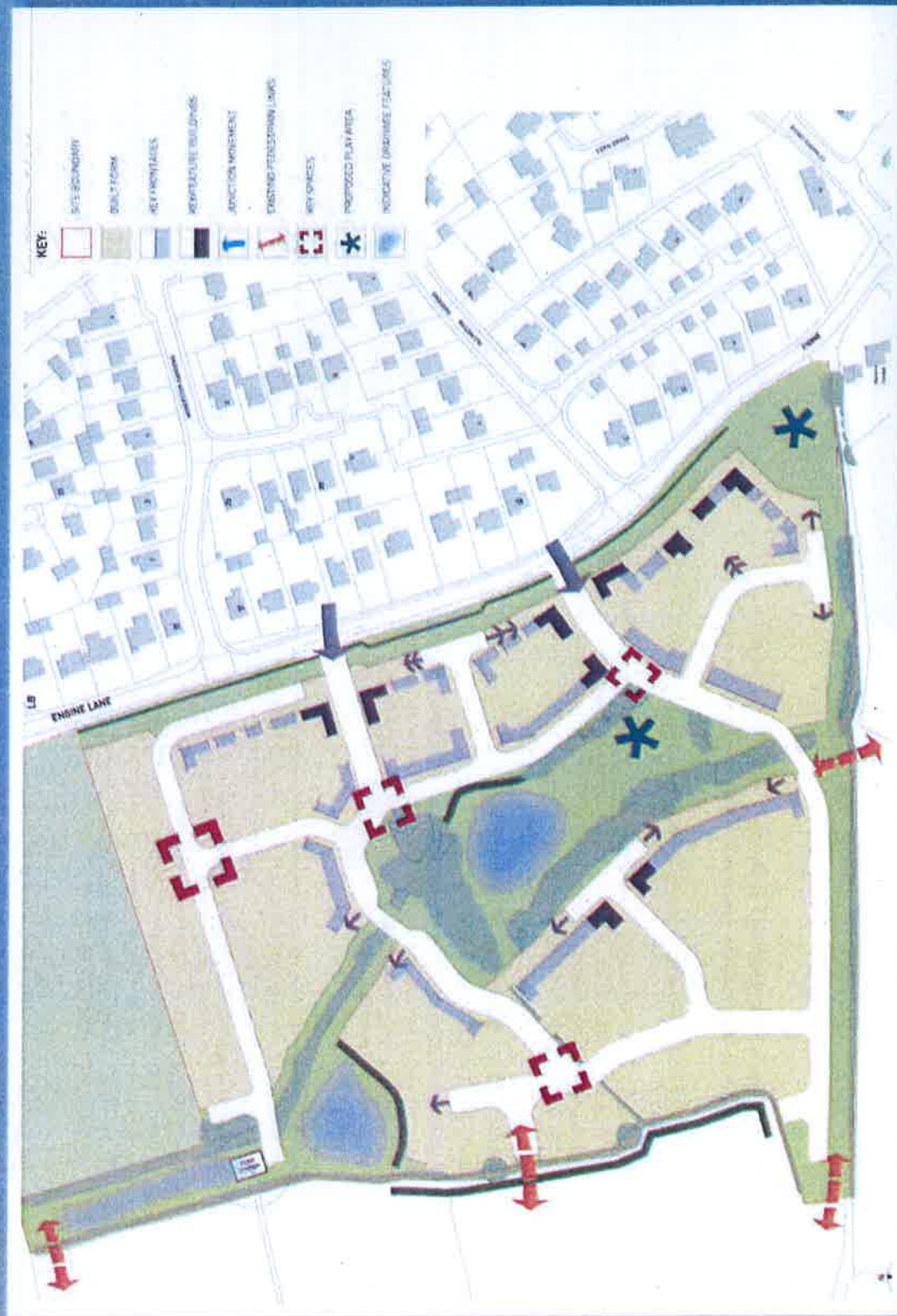
**Response** - The housing typologies have been market tested over a considerable period of time and we have every confidence in selling these homes. The architectural approach will be to create a place in keeping with its context whilst having a strong sense of its own identity. Nailsea offers a variety of styles to which we have taken as context.

### MATERIALS PALLETTE

**Comment** - We want to see the scheme as mainly brick. Do not want to see use of buff brick/ we like red brick and recon stone/ we find the grey too light/ we find the grey too dark/ we like light renders/ we like grey slate roof tiles/ we like brown roof tiles/ we don't like red roof tiles. We want to see porches where appropriate.

**Response** - The main facing material will be brick, with buff brick as a detail brick only, with smaller percentages of recon stone and render to key focal buildings in order to give variety to street scenes. We will propose porches where they suit the type of property. We will source samples of mid grey stone so that we get the correct shade to reflect the grey stone existing on the site and around Nailsea. We are happy to propose grey and brown roof tiles and not red.





# 04 DESIGN CONCEPT

4.1

In line with National and Local Government Guidance and Policy, considerable importance has been placed on achieving a high standard of design across the site. The application of urban design objectives will ensure a high quality layout is achieved whilst the identification of the constraints and opportunities will ensure that the proposals are sensitively assimilated on the site and into the surrounding landscape and urban fabric. Successful urban design is dependent upon achieving an appropriate relationship between community needs, development principles, development form and a positive response to local conditions

4.2

The masterplan has evolved through the different application of the development principles and through consultation with the project team. Due to the size of the site, combined with the complexity of the identified constraints and opportunities, and the significant amount of stakeholder involvement, the design proposals for the development have evolved considerably over time

4.3

The principles which have been developed in order to steer the design of the new community have been derived from the site assessment in conjunction with the delivery of a high quality development which achieves the criteria set out within the NPPF, namely:

## FUNCTION AND QUALITY

*"Developments will function well and add to the overall quality of the area, not just for the short term but over the lifetime of the development" (paragraph 58, point 1, NPPF 2012.)*

- New development provides the opportunity to establish a distinctive identity to a place which, whilst having its own character, integrates with the surrounding built form and landscape context.
- Retention of the existing landscape features on the site;
- Establish a distinctive identity through well-designed spaces and built form; and
- Minimise the impact of the development on the open countryside and surrounding context; and

## QUALITY OF PUBLIC REALM

*"Developments will establish a strong sense of place, using streetscapes and buildings to create attractive and comfortable places to live, work and visit" paragraph 58, point 2, NPPF 2012.*

- Provision of a clear hierarchy of connected spaces and places, including streets, accessible by a variety of users which consider the design of the space as well as its function as a movement corridor;
- Integration of existing and proposed landscape features in order to soften the built form;
- Creation of a clearly defined public realm through the provision of continuous building frontage lines and variations in enclosure of private spaces;
- Control of access to private areas, particularly rear gardens and parking courts; and
- Provision of a variety of accessible public open spaces and recreation areas to meet the needs of the local community whilst encouraging social activity.





#### ACCESSIBILITY

*"Developments optimise the potential of the site to accommodate development, create and sustain an appropriate mix of uses (including incorporation of green and other public spaces as part of developments) and support local facilities and transport networks" paragraph 58, point 3, NPPF 2012.*

- Integration of the development into the existing movement network;
- Convenient, safe and direct access for all residents to the existing and proposed local services and facilities including schools, retail, community uses and employment opportunities;
- Provision of and enhancement of multiple access points into the development forming part of a permeable network of streets which assists in dispersing traffic (vehicular and pedestrian);
- Enhancement and extension of the existing public rights of way network as an integral part of the development, particularly facilitating access to the Town Centre and existing employment areas;
- Maximisation of the opportunities for alternative modes of transport to the car particularly walking, cycling and bus travel;
- Creation of a clear movement hierarchy providing easily recognisable routes which balances the street as a space alongside its function as a movement corridor; and
- Maximisation of the connections to the Town Centre via sustainable routes for pedestrians, cyclists and public transport users.

#### RESPONSE TO CONTEXT

*"Developments will respond to local character and history, and reflect the identity of local surrounding and materials, while not preventing or discouraging appropriate innovation" paragraph 58, point 4, NPPF 2012.*

- Integration of the development into the existing built form fabric of Nailsea particularly in relation to scale, height and massing;
- Respond to the existing site topography including the consideration of views in and out of the site;
- Retention of the existing landscape features and habitats on the site; and
- Protection of existing and proposed residential amenity through the use of frontage development thereby enclosing rear gardens.

#### SAFE AND ACCESSIBLE ENVIRONMENTS

*"Developments create safe and accessible environments where crime and disorder, and the fear of crime, do not undermine quality of life or community cohesion" paragraph 58, point 5, NPPF 2012.*

- Creation of a clearly defined public realm through the provision of continuous building frontage lines and variations in enclosure of private spaces; and;
- Control of access to private areas, particularly rear gardens and parking courts.

#### A PLACE FOR EVERYONE

- Creation of a development which allows ease of movement for all types of users and provides equal employment, social, community, leisure and retail activity opportunities for all; and;
- Consideration of the proposals in relation to the location of the buildings on the site, gradients, and the relationship between various uses and transport infrastructure, particularly for those with disabilities.

#### SUSTAINABILITY

- Provision of a range of house types, tenures and sizes in order to cater for choice and a variety of households;
- Provision of Sustainable Urban Drainage Systems as part of the flood mitigation proposals;
- In-built 'robustness' – the ability of the development, including individual buildings, to adapt to changes such as use, lifestyle and demography over time; and
- Make efficient use of land through proposing a development with an appropriate density.





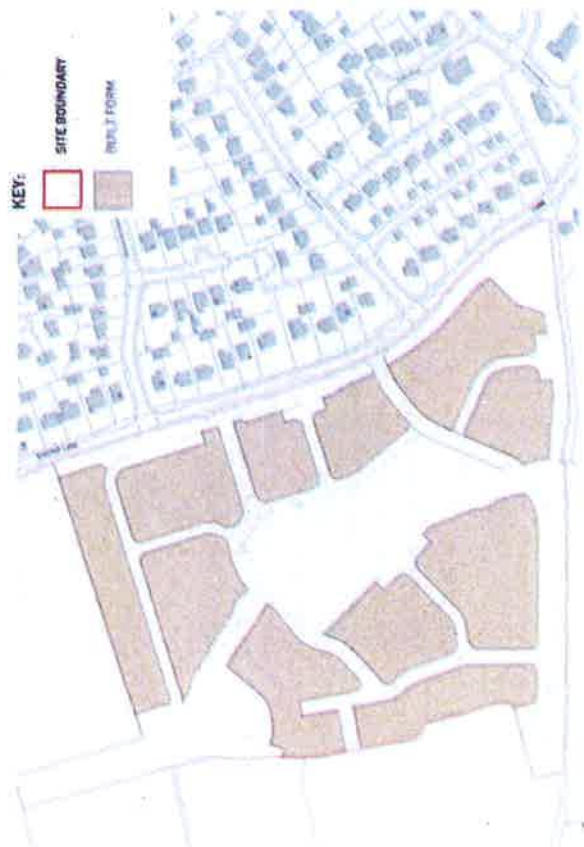


- 5.1 A number of structural elements will help inform and deliver the overall design vision and framework. These are set out in the following pages, each looking at: how individual elements will be structured and controlled to ensure a sensitively designed environment is created

## LAND USE

### RESIDENTIAL - AROUND 183 DWELLINGS

- 5.2 The development achieves an average net density of 44 dwellings per hectare (dph). This density will allow for the formation of differing densities across the development including lower density towards the existing Engine Lane frontage, lower densities near landscape sensitive areas and higher densities within the core of the development. Overall the density results in the efficient use of the site whilst at the same time promoting densities which are appropriate to the local area and which will help assimilate the development into the surrounding areas.
- 5.3 The density will also allow for a range of dwellings across the site with varying sizes and tenures in order to accommodate a variety of household types. This will provide a hierarchy of dwellings from detached properties with larger plots through to smaller terraced forms allowing for a variety in the proposed streetscape.



## PLAYING PITCHES AND GREEN INFRASTRUCTURE

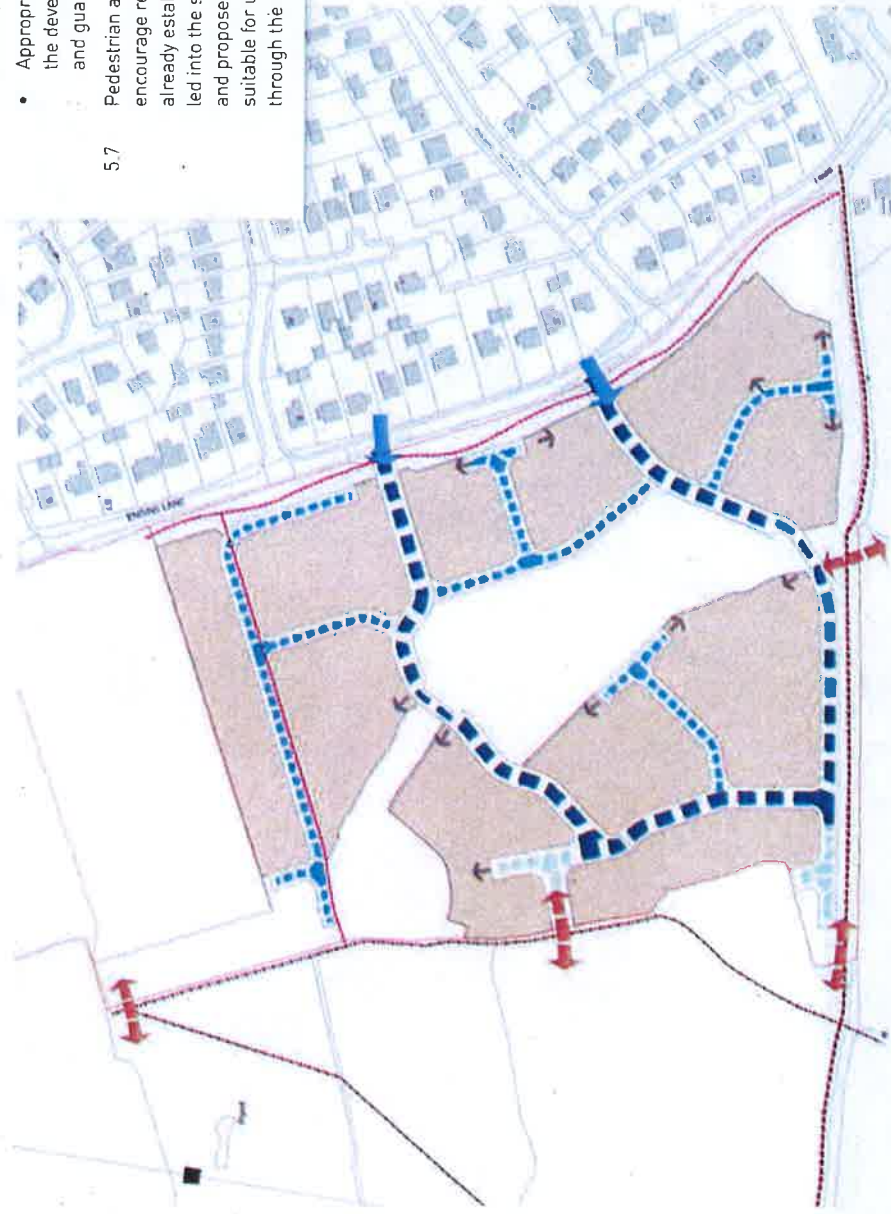
- 5.4 The amount of open space provided has been designed in order to cater for the recreational needs of the existing and new community at Engine Lane. It is intended that there will be a LEAP located towards the centre of the site.



## ACCESS

- 5.5 The site proposes two vehicular access points located along Engine Lane. These will provide a suitable highways arrangement to cater for domestic, refuse and emergency vehicles.
- 5.6 The development of a pedestrian/cycle network is seen as an integral part of the transport infrastructure for the site. The following measures to provide accessibility by foot and cycle are proposed:

- Provision of permeable pedestrian/cycle routes through the site;
  - Internal road layout design to ensure low traffic speeds. The design will promote safe walking and high permeability through the site, and limit potential for anti-social behaviour;
  - Particular attention to be paid to surface quality, and sufficient 'overlooking' to provide a sense of safety and security for users; and
  - Appropriate signage and crossing points of roads through the development, to include dropped kerbs, tactile paving and guardrails as appropriate.
- 5.7 Pedestrian and cyclist links have been located so as to encourage residents to use them and in particular utilise the already established routes across the site. Pedestrians are led into the site from well-lit links created between existing and proposed residential areas. All pedestrian links will be suitable for use by disabled people. Cycle use is encouraged through the high degree of permeability within the layout.







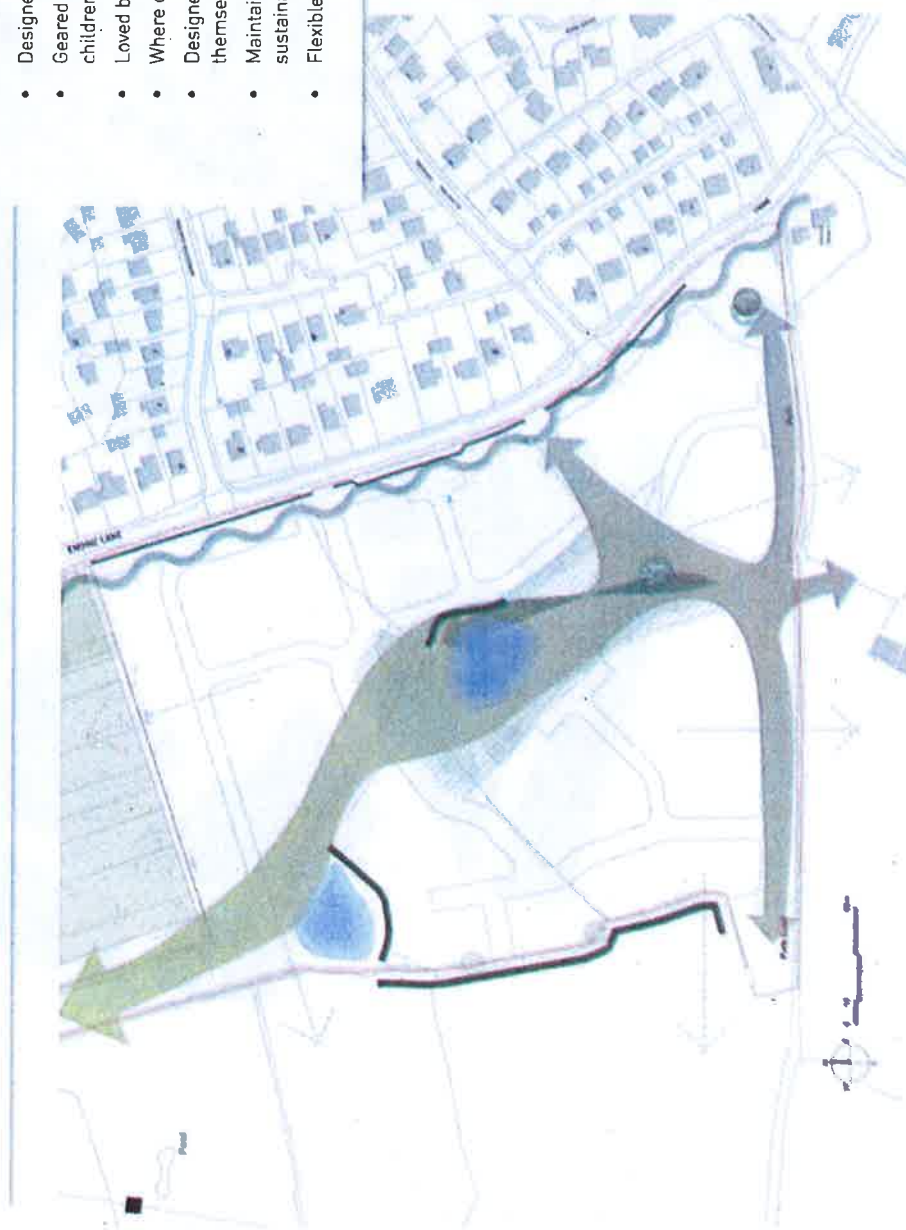


## DENSITY

- 5.11 As previously stated, the development proposals achieve an average density of approximately 44dph which accords with Government guidance on ensuring the efficient use of land, yet is reflective of the scale of the local area.
- 5.12 A variety of house types, tenures and sizes are provided which will assist in creating a balanced community as a variety of households can be accommodated thereby minimising the potential of social exclusion.
- 5.13 A lower density edge is proposed along the entirety of the Engine Lane frontage in order to reflect the existing character of development immediately to the East. This will help create a holistic design solution and sympathetic interface with the existing settlement.



5.14 Landscape design is a key component for creating a successful place. The green spaces are an integral part of the place and create a strong landscape structure across the site. The new green infrastructure has been a driving factor in the creation of new routes and spaces within the masterplan and the landscape helps to further define the public and private space whilst adding colour, water and seasonal interest to the residential environment.



5.15

The play and green spaces at Engine Lane will be conceived to achieve the following objectives:

- Designed to enhance its setting;
- Located in the best possible place;
- Close to nature;
- Designed so that children can play in different ways;
- Geared towards encouraging disabled and able-bodied children to play together;
- Loved by the community;
- Where children of all ages play together;
- Designed to enable children to stretch and challenge themselves in every way;
- Maintained for play value and environmental sustainability;
- Flexible and able to evolve as the children grow.

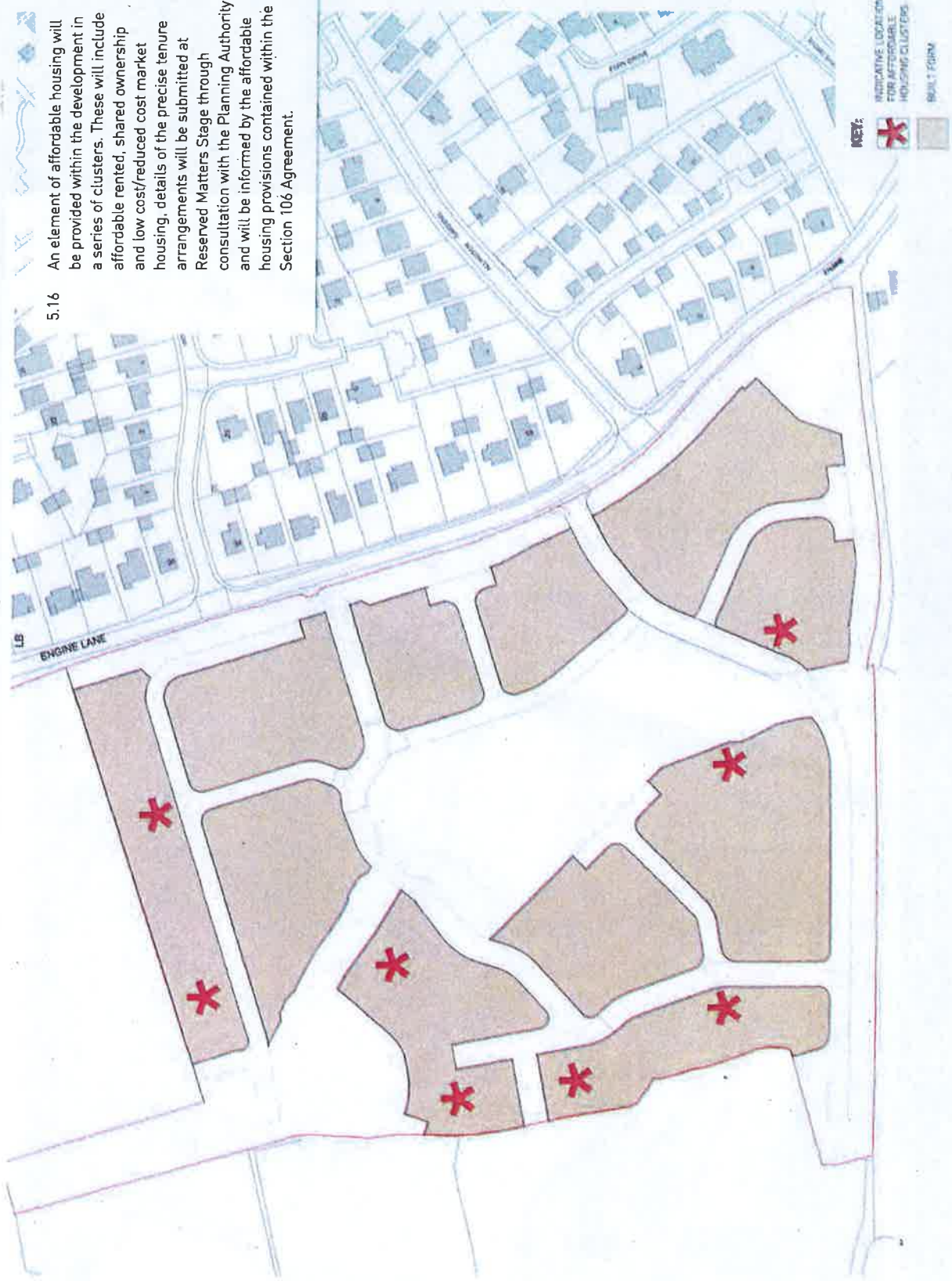
- PROPOSED RUGBY PITCHES
- PROPOSED PLAY AREA
- LANDSCAPE SETTING TO ENGINE LANE
- INDICATIVE ATTENUATION
- GREEN LINK
- EXPLOIT VIEWS TOWARDS OPEN SPACE



## ACCOMMODATION MIX

5.16

An element of affordable housing will be provided within the development in a series of clusters. These will include affordable rented, shared ownership and low cost/reduced cost market housing. Details of the precise tenure arrangements will be submitted at Reserved Matters Stage through consultation with the Planning Authority and will be informed by the affordable housing provisions contained within the Section 106 Agreement.





INDICATIVE LAYOUT



6.1

The design of the development proposals are broadly based on the principle of perimeter blocks that provide a strong frontage to the public realm whilst protecting the amenity of existing residents. This continuity assists in defining the public realm, promotes an active street scene and helps to create a safe and attractive environment. Proposed dwellings form a continuation of the building line to the adjacent existing dwellings in order to minimise overlooking and to incorporate the new development into the existing urban form without forming any physical barriers. The new development will provide frontage over the proposed areas of public open space and also provide surveillance over the new recreation area.

6.2

The indicative design solution for the site reflects the variety in townscape form that can be seen in the area. In locations where gable ends of houses adjoin the street, additional windows may be incorporated on these elevations to reinforce the level of surveillance of public areas.

6.3

Development plots will be defined by a range of boundary treatments including walls, bollards, railings and hedging, depending upon their location, in order to clearly define public and private spaces.

6.4

Key frontages such as those following the main route through the development will be particularly prominent and critical to the appearance of the development. Particular attention will be paid to the massing and architectural style of these buildings, so that they contribute positively to the quality and character of the new development. These frontages should be designed as a composition in order to provide a cohesive element to these prominent positions.

6.5

Policy DM35 of the draft North Somerset Development Management Policies Document specifies that no more than 20% of new open market dwellings will be 4 bedrooms or more (after taking account of the allocation of affordable housing). This scheme accords with that policy.

#### INDICATIVE MIX

Open Market	Total
2 Bed House	27
3 Bed House	77
4 Bed House	24

#### Affordable

1 Bed Flat	12
2 Bed House	20
3 Bed House	15
4 Bed House	8
<b>Total</b>	<b>183</b>



# LANDSCAPING PLAN





- 6.6 The central green hub of the site retains and reinforces the existing boundary hedgerows and tree cover providing an established green infrastructure to the open space. Within it numerous formal and informal recreational opportunities are to be created.
- 6.7 The Southern part of the central green hub offers junior play opportunities with a mixture of formal play apparatus and natural play elements. Associated break out spaces offer more informal play activities such as den building.
- 6.8 Centrally wet meadows associated with the balancing features and meadow grassland enhances bio-diversity value and creates an attractive setting to the open space. A network of formal and informal footpaths through the open space offer excellent accessibility.
- 6.9 To the South a natural toddler play space with predominately timber apparatus creates an attractive and exciting play experience for younger children with natural play elements extending beyond the main play area into the wider landscape encouraging exploration of the natural environment.



1

Toddlers' natural play spaces with predominantly timber apparatus creating an attractive and exciting play experience for younger children



2

Junior play spaces with a mixture of formal play apparatus, natural play elements and break out spaces for activities such as den building



3

Elements of natural play extending beyond the main play areas into the surrounding open spaces



4

Wider meadow and parkland areas will be maintained for informal leisure and recreation uses including picnicking



5

Bound gravel pathway provides active leisure routes linking the housing development with the neighbouring sports club and countryside



6

Mown pathways will provide more informal links across the green space network. They can also be used to create picnic areas and quieter spaces within the meadow grassland



7

Wet meadows and meadow grassland enhance biodiversity and create an attractive setting to the open space boundaries



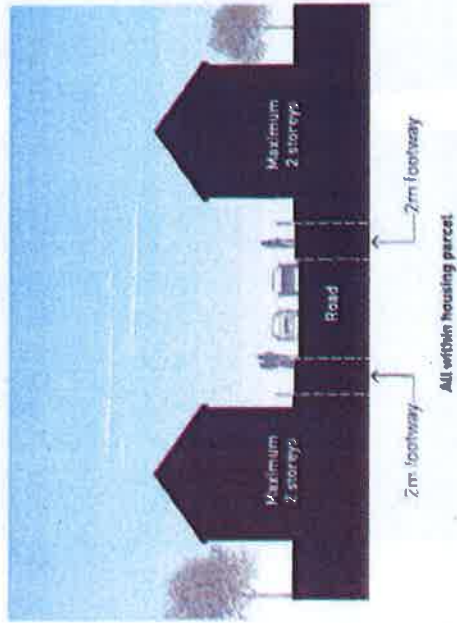
8

Innovation ponds offer a variety of natural opportunities that are further enhanced by marginal and emergent planting and mowing meadow grassland to the banks

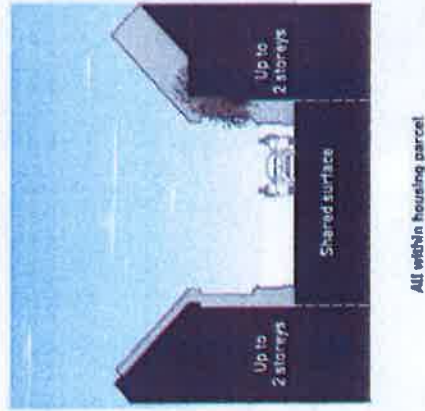


# STREET TYPOLOGIES

## MAIN ACCESS STREET



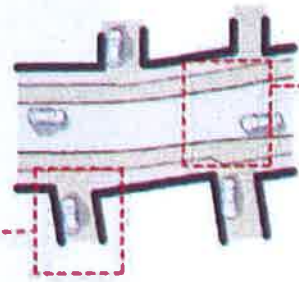
## SECONDARY STREET



## LANES AND PRIVATE DRIVE



On-plot parking



Variation in alignment to calm traffic

Ramp to calm traffic on entry to Mews

Parallel on-street parking

On-plot parking/direct access to garages

On-plot parking

Shared surface to enhance priority for pedestrians & occasional trees in protective guards

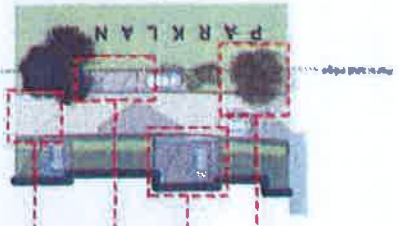


Shared surface private drive

On-street parallel parking

On-plot parking

Planting to establish 'softer' edge to built form



# 07 STRATEGIES

7.1

This section sets out more technical strategies for delivering suitable street design, parking typologies and drainage design.

## STREET TYPOLOGIES

7.2

Streets and public realm form at Engine Lane will be important in establishing a broad character for the site. Streets and open spaces will cross different character areas and will be important in providing continuity across the site.

7.3

Streets should be designed as key aspects of the public space. The nature and form of the streets will vary according to their connectivity.

7.4

The key aspects are:

- Scale and setting of the street within the overall movement hierarchy;
- Movement network should be designed to be pedestrian and cyclist friendly to maximise sustainable forms of transport. This relates both to the overall street hierarchy down to design and detail.
- Parking strategies depending upon the site location, density and housing typology
- Engineering requirements including SUDS and drainage
- Materials and details (with emphasis on materials which support a public realm approach)

7.5

To enable the creation of a legible development that is not dominated by a repetitive road layout, it is important to establish a clear street hierarchy that clearly defines the movement parameters for development. The accompanying illustrations detail technical specifications for all street typologies.

7.6

Within the site, giving certainty to designers over the acceptable components of the street whilst allowing some flexibility to articulate some development parcels in different ways. The location for each street type within the layout is shown on the previous Access Plan.

7.7

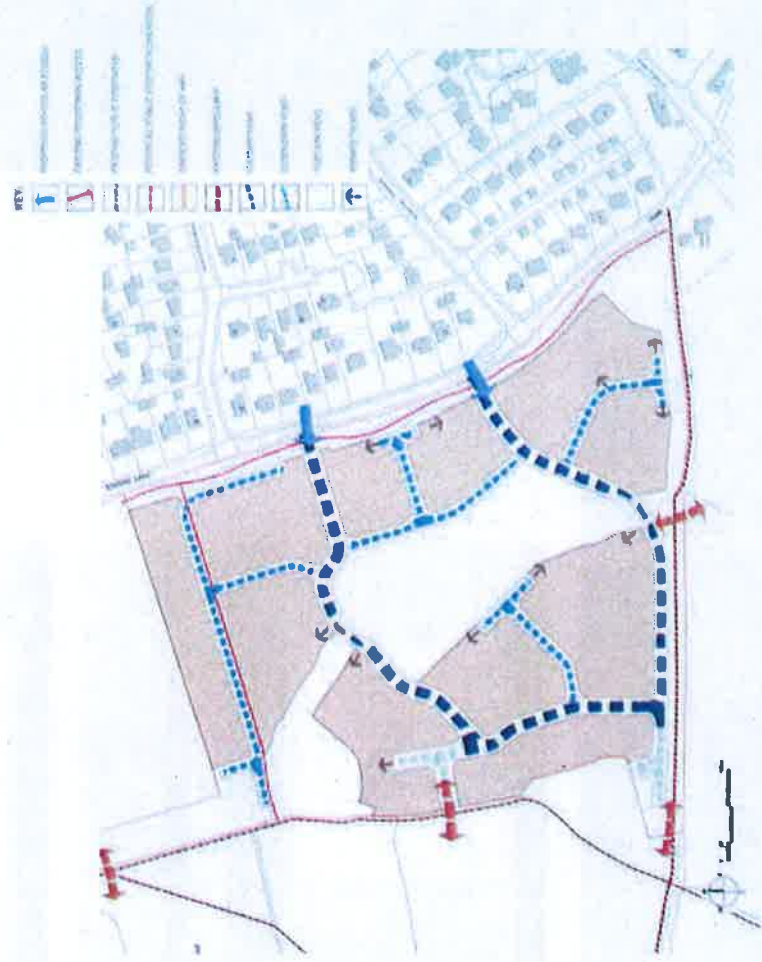
The exact location of the streets will be subject to some variation at a more detailed design stage, but the general hierarchy should be observed.

- Primary Road
- Secondary Road
- Tertiary Roads and Private drives
- Cycle routes and Key Pedestrian Links

7.8

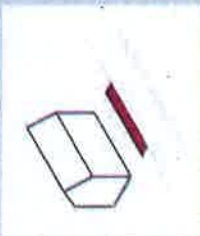
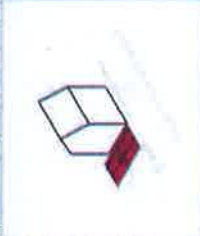

A network of routes will provide safe, direct access to public open spaces and establish pedestrian links with existing development in the wider context. Cyclists will predominately use the carriageway due to the low number of vehicle movements. The following rules should be applied to all routes:

- Create direct barrier free routes;
- Create attractive, well lit and safe routes;
- Create routes that can be used by everyone and consider use of surface treatments to aid in orientation; and
- Make sure all routes are overlooked by properties.

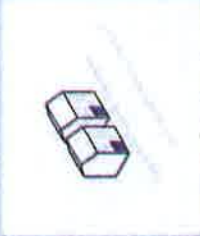





7.9

PARALLEL	HARD STANDING	PERPENDICULAR
		
Parking located parallel along the roadside. Accessed directly off the road.	Parking bay located next to the dwelling.	Parking located perpendicular along the roadside. Accessed directly off the road.
On street	On-plot	On street

7.10

INTEGRAL	DETACHED GARAGE
	
Garage built into the ground floor of the dwelling in a carport.	Private garage often located next to the dwelling.
On-plot	On-plot

7.11

The table to the left, sets out the range of possible parking solutions across the development. Where possible, on-plot parking should be provided in the form of garaging and/or hardstanding. This should generally be located at the sides of properties allowing ease of access to the front and rear of proposed dwellings.

On-street parking is also required in limited locations in order to help calm traffic. Parking areas will be landscaped in order to help soften the impact of hardstanding areas and create a more attractive street scene.

Where on-plot parking is provided, garaging and/or parking bays will be set back from the roadside to allow rear access to the gardens with bin stores and also allow cars to be set back behind (in whole or part) the building line in order to create a more attractive street scene and reduce the dominance of the car.





## FOUL DRAINAGE.

7.12 The foul drainage will drain via the existing foul 750mm diameter sewer to the north of the site. A requisition will be required to connect to the foul sewer as the sewer route will cross third party land.

## SURFACE WATER DRAINAGE

7.13 The surface water runoff from the site will be attenuated within 3 Ponds. Flows up to and including those for the 1 in 100 year return period plus a 40% allowance for climate change will be discharged at Qbar to the existing adjacent water course. Reprofilng of the watercourse will be required to enable the discharge to the watercourse.

8.1 This section sets out more technical strategies for delivering suitable street design, parking typologies and drainage design.

## CHARACTER AREAS

8.2 The character areas will be created by the application of the road hierarchy, density, building heights, built typology edge types and other detailed components to be used across the Site. It is therefore important to note that the place making will be a combination of these factors

8.3 The proposed character areas (or frontages) for the development are as follows:

- CA1: Engine Lane Frontage
- CA2: Open Space Frontage
- CA3: Core Housing

8.4 Each character area will contain subtle design elements, which aid in making it distinct from other areas, whilst creating a clear, over-arching sense of character and distinctiveness.







KEY:

SITE BOUNDARY

ENGINE LANE FRONTAGE



## CA1: ENGINE LANE FRONTAGE

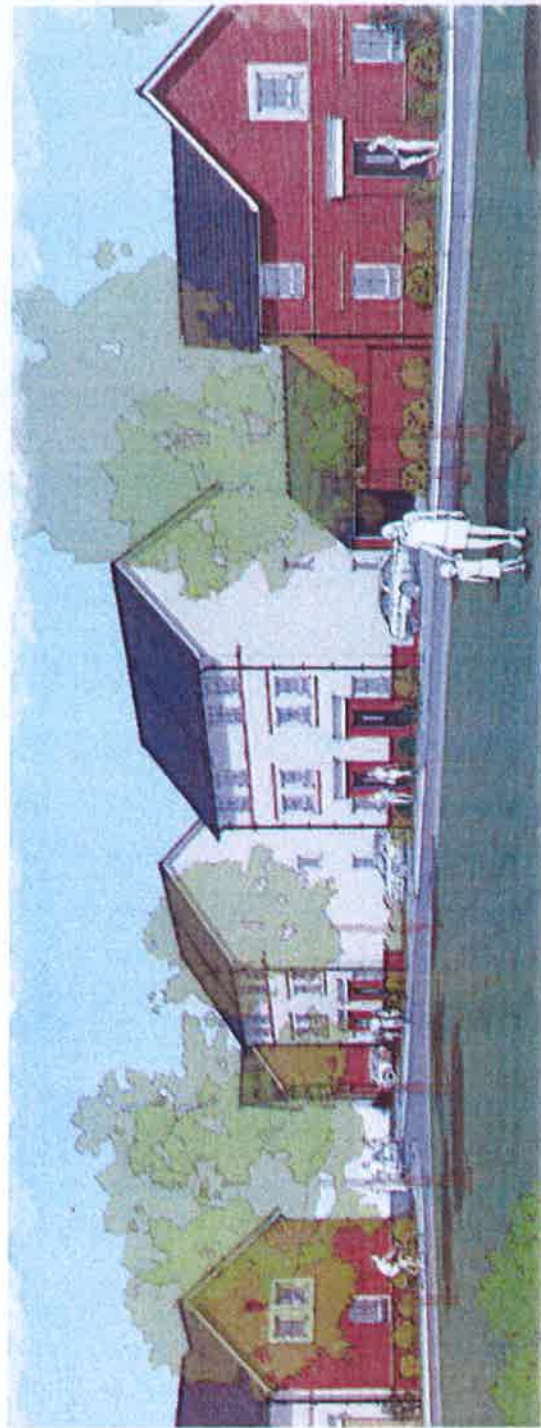
This frontage will form the sites' 'public face' to the existing settlement and respond directly to the existing adjoining character.

The built form within this character area will create a looser development pattern and a more informal, landscaped edge.

Dwellings will consist of larger detached family housing set within generous plots allowing for larger front gardens and on plot parking provision. These private front amenity areas are clearly defined from the public areas through the use of low level boundary hedges.

The use of rear parking courts will not be suitable for this character area, thus all parking provision will be located on plot either to the side or front of the associated dwelling.





KEY:



SITE BOUNDARY



OPEN SPACE FRONTAGE



## CA2: OPEN SPACE FRONTAGE















- 8.9 The Open Space Frontage consists of dwellings located around the central open space and linear greenways.
- 8.10 The built form within this character area will create a tighter development pattern, creating the backdrop for a more landscape dominated street scene.
- 8.11 Dwellings are arranged to create a strong sense of enclosure and front onto the open space and create a positive outlook. Dwellings generally consist of taller, semi-detached housing. Private front amenity areas are clearly defined from the public areas through the use of low level boundary hedges to reflect the landscape setting.
- 8.12 The use of rear parking courts will not be suitable for this character area, thus all parking provision is located on plot either to the side or front of the associated dwelling.





### CA3: CORE HOUSING

- 8.13 The built form varies in terms of dwelling sizes, but generally forms pairs or groups of dwellings which follow a consistent building line that allows for recesses or protrusions in order to add interest and rhythm through the street scene.
- 8.14 Buildings form a consistent set back to the back edge of the pavement with allowance being made.
- 8.15 For landscaping to the front of plots and the roofscape will follow a more formal pattern of pitched roofs.

BRICK					AS A DETAIL BRICK ONLY	
RECON STONE						
RENDER						
ROOF						

## APPEARANCE

8.16 Following a detailed assessment of Nailsea and its environs, distinctive materials and details have been identified that exhibit distinctive local design and these will be incorporated into the detailed design of the new development. This will ensure the architectural response of the proposal reflects traditional local character.

## ARCHITECTURAL DETAILS

8.17 The architectural detailing has been influenced by the local character. The roofscape will be punctuated with dormer windows, whilst elevations will be animated with brick quoins, banding and headers. Whilst other factors, such as landscaping, scale, massing, boundary treatments and building line, will create different character areas, these common details will help ensure the proposals form a holistic design across the site.

## MATERIALS PALETTE

8.18 Facing materials within the site should be predominantly red brick, with grey reconstituted stone and occasional use of render to help create interest and variety within the streetscene. This palette of materials reflects the existing character of Nailsea where brown and grey roof tiles are also common and will be incorporated within the detailed design. Red brick features will also help animate elevations through the use of brick quoins, banding and headers.

8.19 Indicative House type designs are shown on subsequent pages to help illustrate how these details could be incorporated.



# INDICATIVE HOUSE TYPES



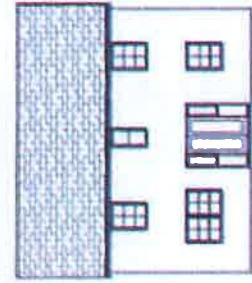
PRIMARY  
ELEVATION



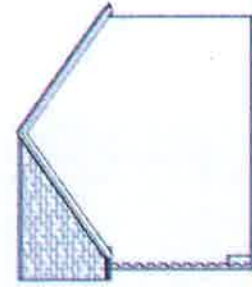
SECONDARY  
ELEVATION



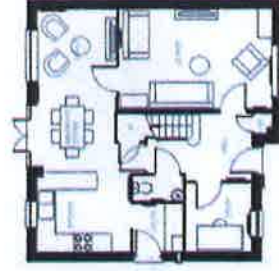
ROOF



REAR ELEVATION



SIDE ELEVATION

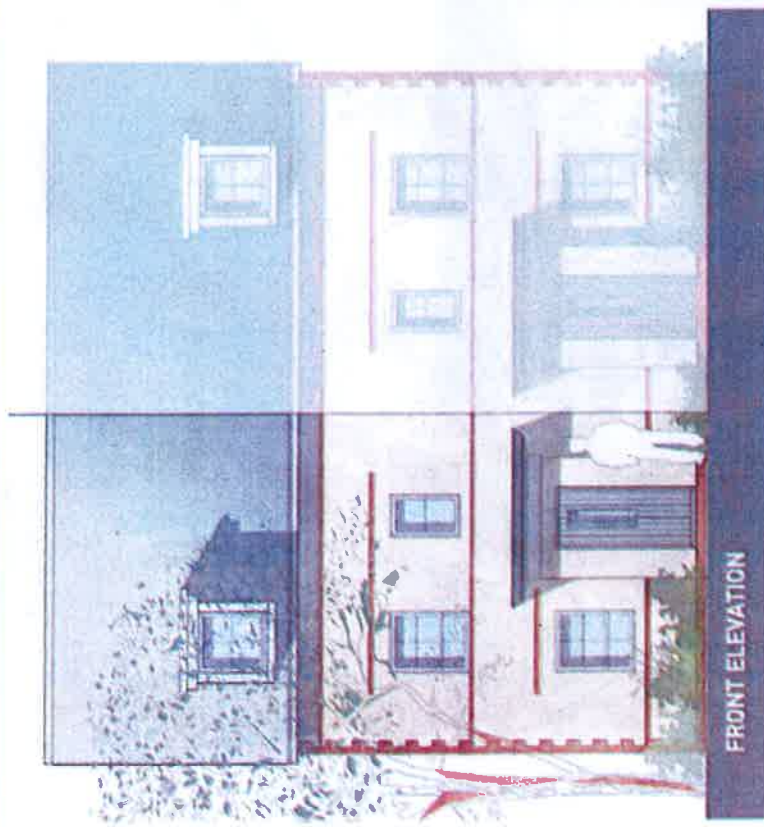


FIRST FLOOR PLAN



SECOND FLOOR PLAN

# INDICATIVE HOUSE TYPES



FRONT ELEVATION

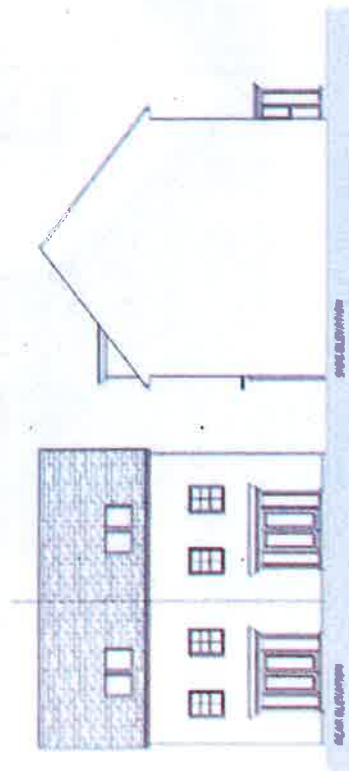
PRIMARY  
ELEVATION



BRICK  
DETAIL

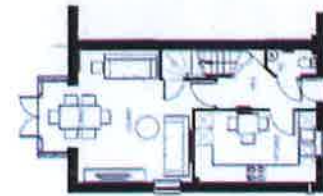


ROOF

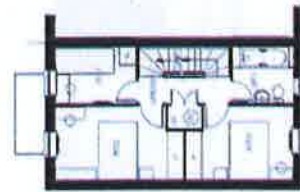


FRONT ELEVATION

FRONT ELEVATION



GROUND FLOOR PLAN



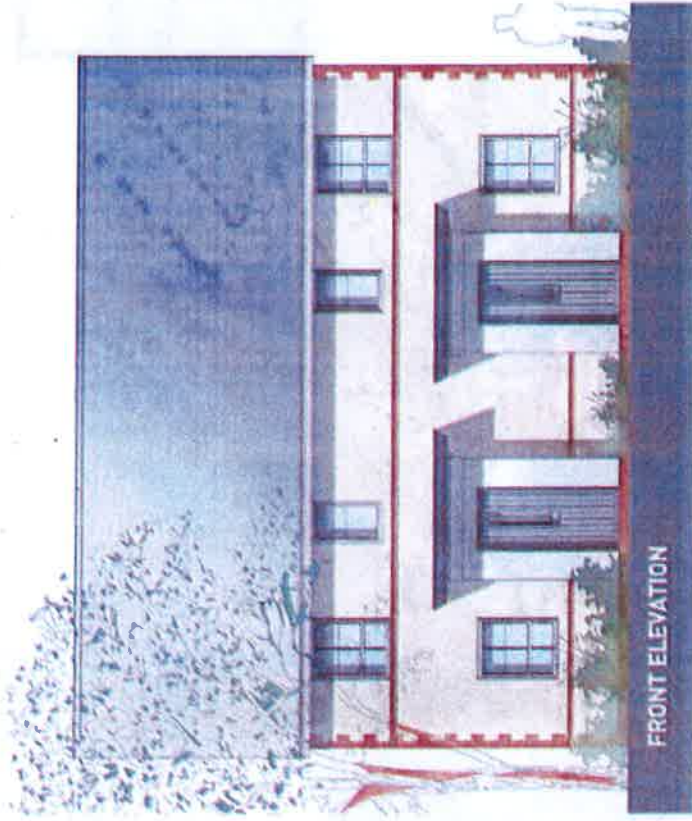
GROUND FLOOR PLAN



GROUND FLOOR PLAN



# INDICATIVE HOUSE TYPES



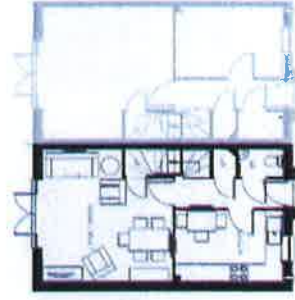
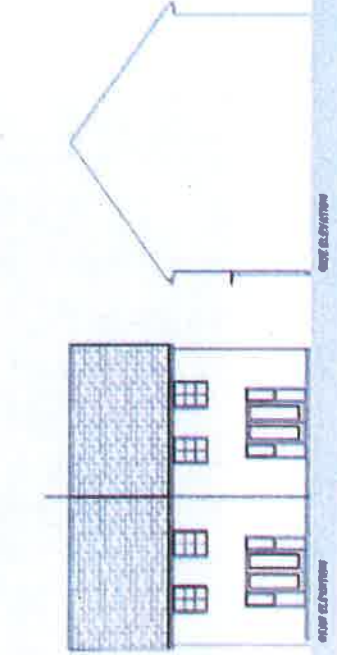
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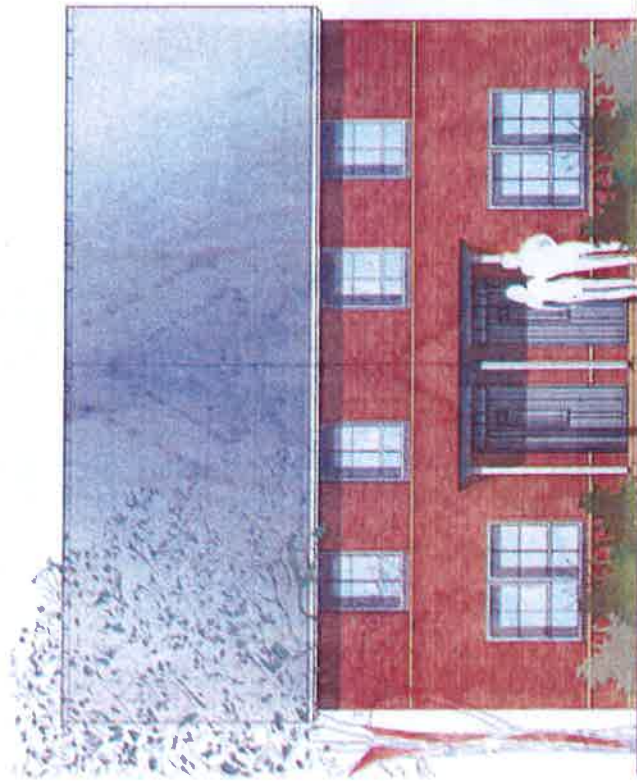
BRICK  
DETAIL



ROOF



# INDICATIVE HOUSE TYPES



FRONT ELEVATION

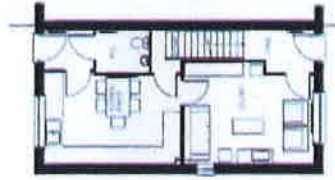
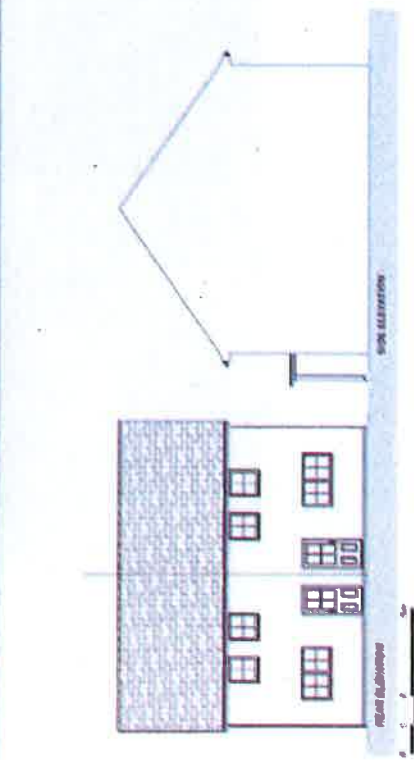
PRIMARY  
ELEVATION



BRICK  
DETAIL



ROOF





# INDICATIVE HOUSE TYPES



PRIMARY  
ELEVATION



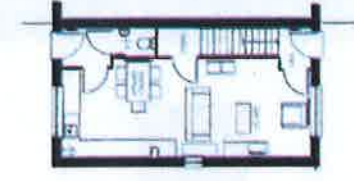
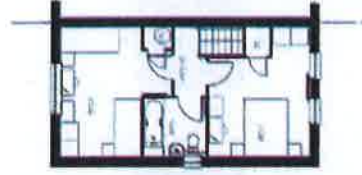
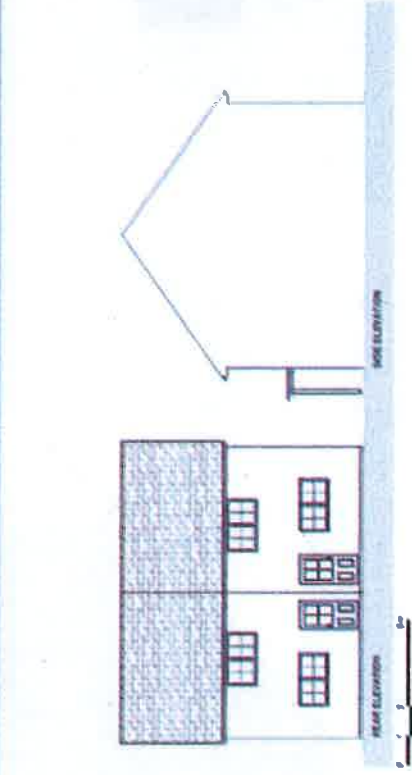
BRICK  
DETAIL



ROOF



FRONT ELEVATION



# INDICATIVE HOUSE TYPES



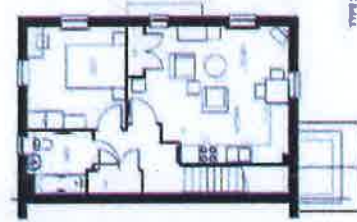
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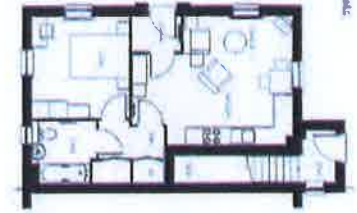
BRICK  
DETAIL



ROOF



TYPE 20 FLOOR PLAN

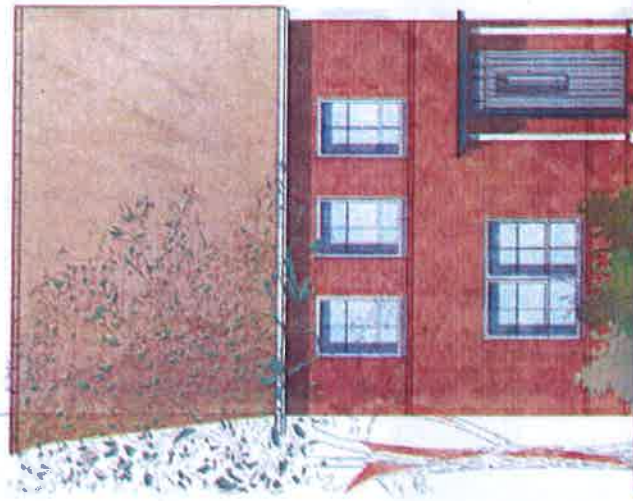


TYPE 20 FLOOR PLAN





# INDICATIVE HOUSE TYPES



FRONT ELEVATION

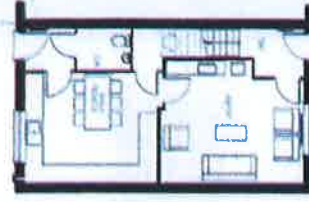
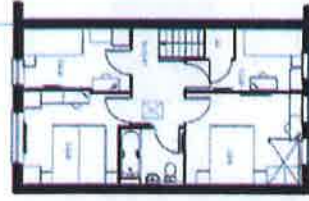
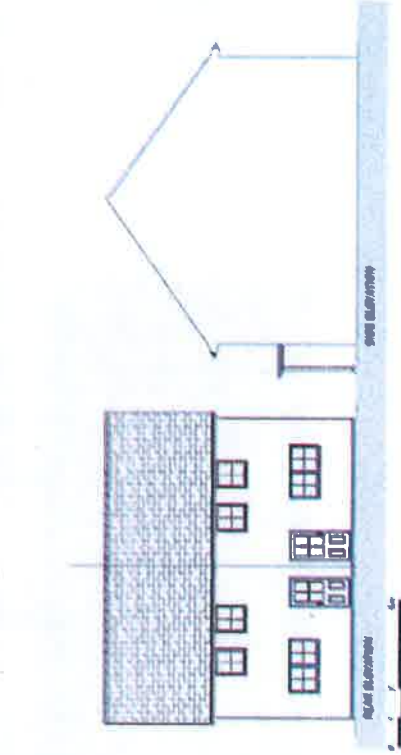
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ELEVATION



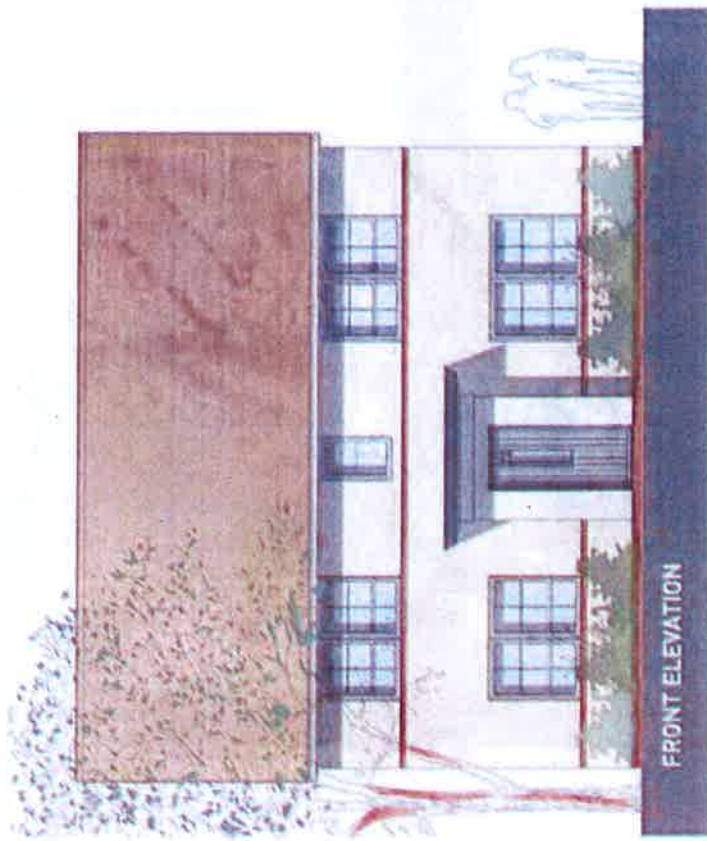
BRICK  
DETAIL



ROOF



# INDICATIVE HOUSE TYPES



FRONT ELEVATION

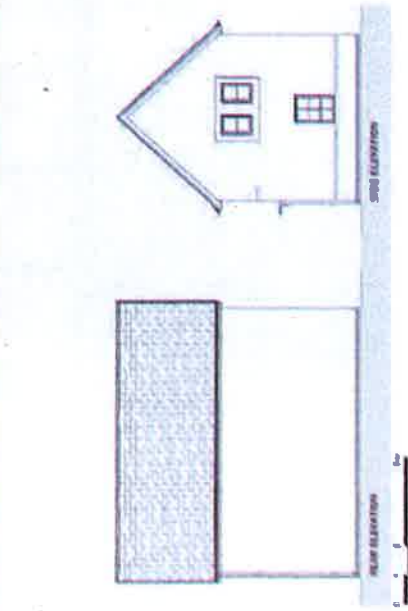
PRIMARY  
ELEVATION



BRICK  
DETAIL



ROOF



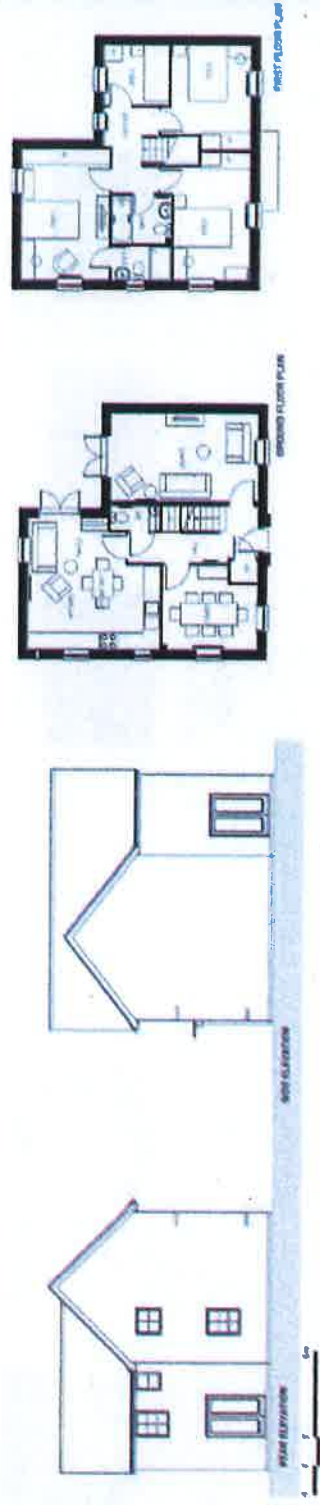
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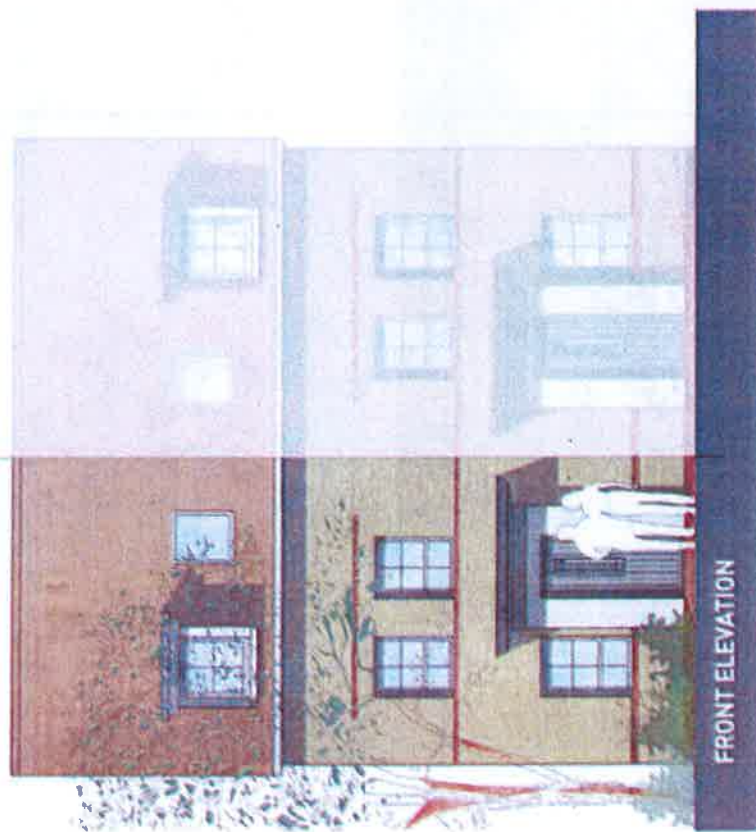
GROUND FLOOR PLAN



# INDICATIVE HOUSE TYPES



# INDICATIVE HOUSE TYPES



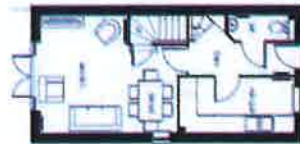
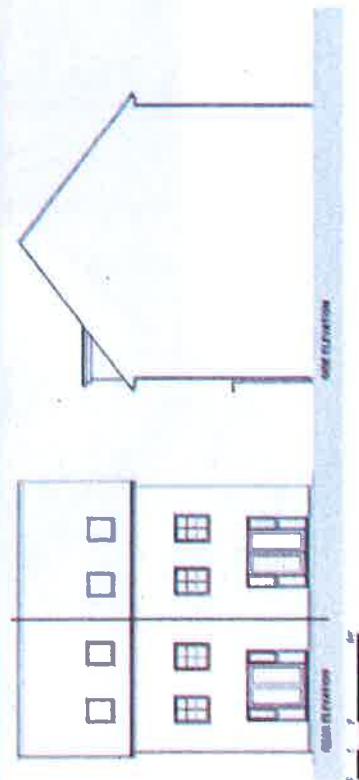
PRIMARY  
ELEVATION



BRICK  
DETAIL



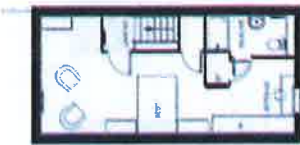
ROOF



GROUND FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



# INDICATIVE HOUSE TYPES



PRIMARY  
ELEVATION



BRICK  
DETAIL



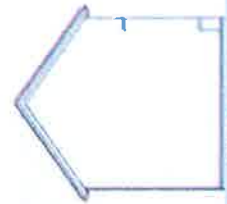
ROOF



GROUND FLOOR PLAN



FIRST FLOOR PLAN

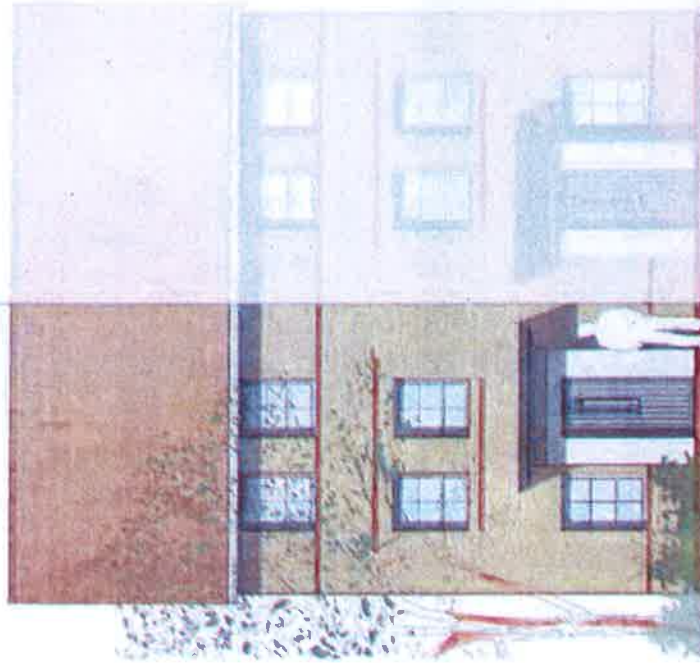


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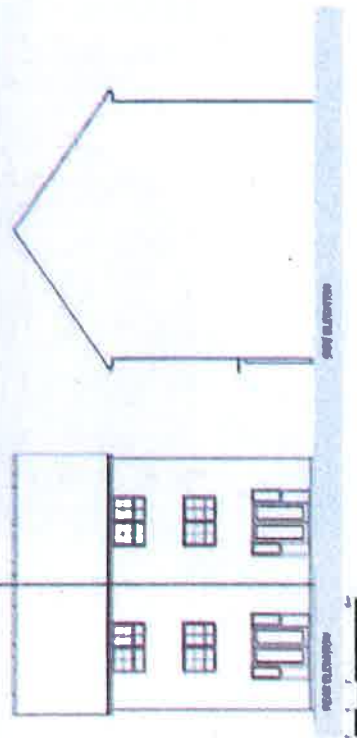


REAR ELEVATION

# INDICATIVE HOUSE TYPES



FRONT ELEVATION



FRONT ELEVATION

SIDE ELEVATION

PRIMARY  
ELEVATION



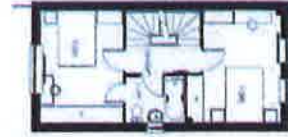
BRICK  
DETAIL



ROOF



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



# INDICATIVE HOUSE TYPES

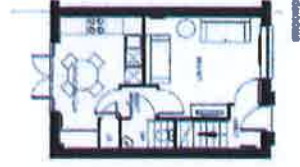
PRIMARY  
ELEVATION



BRICK  
DETAIL



ROOF





# INDICATIVE HOUSE TYPES



FRONT ELEVATION

PRIMARY  
ELEVATION



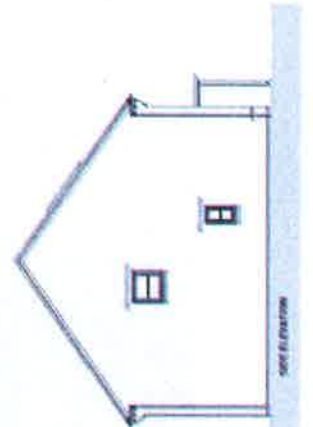
BRICK  
DETAIL



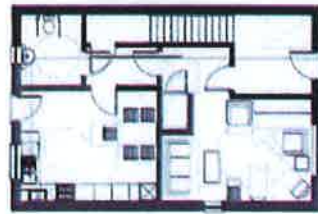
ROOF



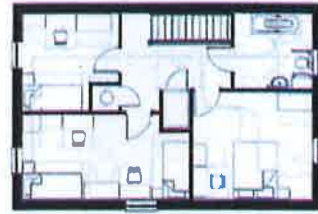
REAR ELEVATION



SIDE ELEVATION

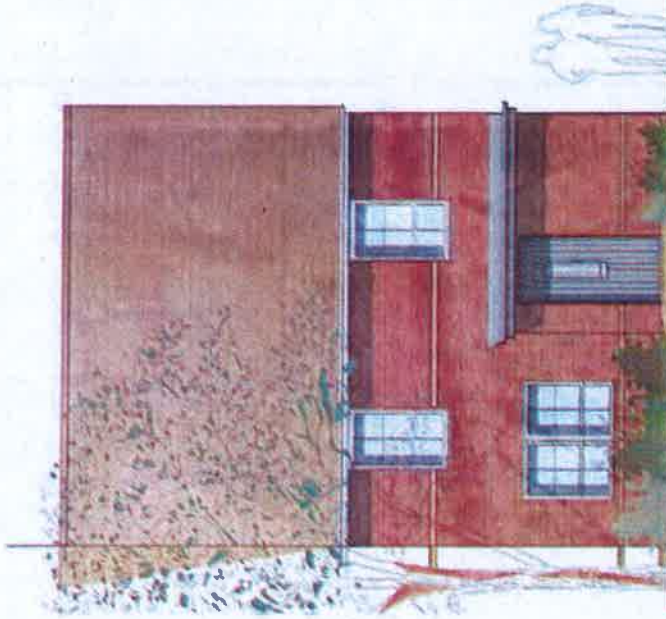


GROUND FLOOR PLAN



FIRST FLOOR PLAN

# INDICATIVE HOUSE TYPES



FRONT ELEVATION

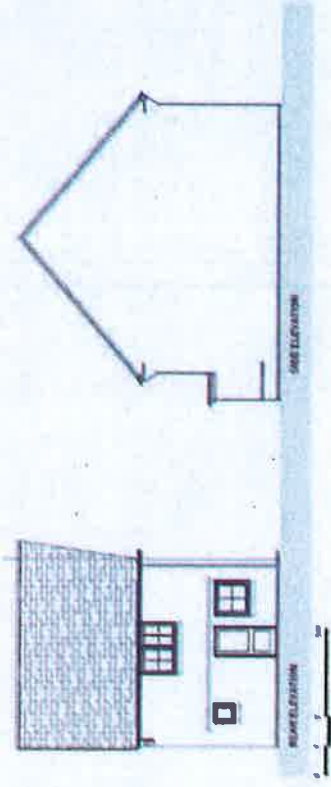
PRIMARY  
ELEVATION



BRICK  
DETAIL



ROOF

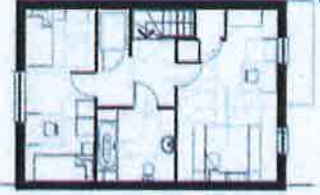


FRONT ELEVATION

FRONT ELEVATION



FIRST FLOOR PLAN



SECOND FLOOR PLAN



# 09 CONCLUSION

## CONCLUSION

- 9.1 The residential development proposals for the site at Engine Lane represent a sustainable site for development, located in close proximity to existing services and facilities within Nalcea and beyond, which is accessible by sustainable modes of transport.
- 9.2 The design approach has been informed by the long-term masterplanning process undertaken in conjunction with other stakeholders.
- 9.3 This Brief has demonstrated how the site can fulfil the place-making aspirations of all stakeholders and demonstrates that the design is sympathetic to both the adjoining site and wider area with carefully considered solutions along the sites boundaries and interfaces with adjoining land.
- 9.4 The central green will ensure a high quality heart to the scheme, helping to set the tone for a new community set within the sites existing landscape setting.
- 9.5 It is clear that the existing movement networks across the site will be both retained and enhanced as part of the proposals, with a highly permeable network of routes for both pedestrians and motorists.
- 9.6 Multi-functional open spaces will also be provided within a green infrastructure network based around the retention of the sites existing hedgerows and tree planting.
- 9.7 The proposed development will create housing choice and new amenity spaces for the existing and new community whilst improving public access across the site and to the wider pedestrian network.
- 9.8 The masterplan is founded on the best practice in urban design, community integration and sustainable development, with strong links to the wider area. It aims to create a development for the 21st Century, whilst reflecting the desirable elements of the local vernacular. In this context, the development will respect the local character but also move the community towards a more sustainable future, through a significant increase in housing choice.



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PLANNING | DESIGN | ENVIRONMENT | ECONOMICS

First Floor  
South Wing  
Equinox North  
Great Park Road  
Almondsbury  
Bristol  
BS32 4QL

Telephone: 01454 625945

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## **Appendix 1**

### **House types**





# BARRATT 2016 HOUSE PORTFOLIO : OCCASIONAL LIST

ONYX HOUSE TYPE	STATESMAN	64	HOUSE	1B/2P	1	FRONT	✓	REAR	1	-	-	-	-	-	479	44.5	DETACHED SEMI	BONY DODD BONY DODS
1 BEDROOM HOUSE TYPES	SEVERN	66	FOG	1B/2P	1	REAR	✓	FRONT	1	-	-	-	-	-	526	48.9	FLAT OVER GARAGE	SEEV DCF
	AMBER	69	HOUSE	2B/3P	1	FRONT	✓	REAR	0	-	1	-	-	-	565	52.5	TERRACE (END) TERRACE (MID)	BAGN DCE BAGN DDCI
2 BEDROOM HOUSE TYPES	AMBER (Back to Back)	71	HOUSE	2B/3P	1	FRONT	✓	REAR	0	-	1	-	-	-	585	52.5	TERRACE (END) TERRACE (MID)	BAGN DCE BAGN DDCI
	KENLEY	73	HOUSE	2B/4P	2	FRONT	✓	REAR	1	-	-	1	-	-	614	37.0	TERRACE (END) TERRACE (MID)	BAGN DCE BAGN DDCI
3 BEDROOM HOUSE TYPES	WASHINGTON MEWS	68	HOUSE	2B/4P	1	REAR	✓	FRONT	1	-	-	1	-	-	621	57.7	TERRACE (END) TERRACE (MID)	BAGN DCE BAGN DDCI
	ALVERTON	75	FOG	2B/4P	1	FRONT	✓	REAR	1	1	-	-	-	-	687	63.8	DETACHED SEMI	BAV DODD BAV DDCS
4 BEDROOM HOUSE TYPES	RICHMOND	77	HOUSE	2B/4P	1	REAR	✓	FRONT	1	1	-	-	-	-	711	66.0	TERRACE (END) TERRACE (MID)	BRIC DCE BRIC DDCS
	BARTON	79	HOUSE	3B/4P	1	REAR	✓	FRONT	1	-	-	1	-	-	706	53.6	TERRACE (END) TERRACE (MID)	BBAT DCE BBAT DDCI
5 BEDROOM HOUSE TYPES	AYLTON	81	HOUSE	3B/5P	1	REAR	✓	FRONT	1	-	-	1	-	-	771	71.8	TERRACE (END) TERRACE (MID)	BAYO DCS BAYO DDCS
	BLIXTON (GIMNEL TYPE - Extended Barton)	83	HOUSE	3B/5P	1	REAR	✓	FRONT	1	-	-	1	-	-	814	75.6	TERRACE (END) TERRACE (MID)	SAYO DCE SAYO DDCI
6 BEDROOM HOUSE TYPES	COLLATION	85	HOUSE	3B/5P	2	FRONT	✓	REAR	1	1	-	1	-	-	863	80.2	DETACHED	BBAT DCE BBAT DDCI
	ENFORD	87	HOUSE	3B/5P	2	FRONT/REAR	✓	REAR	1	1	-	1	-	-	892	81.3	TERRACE (END) TERRACE (MID)	BBAT DCE BBAT DDCI
7 BEDROOM HOUSE TYPES	SUTTON	89	HOUSE	3B/5P	1	REAR	✓	FRONT	1	1	-	1	-	-	1016	94.4	TERRACE (END) TERRACE (MID)	BAYO DCS BAYO DDCS
	STAMBOURNE	91	HOUSE	3B/5P	1	REAR	✓	FRONT	1	1	-	1	-	-	1190	107.4	TERRACE (END) TERRACE (MID)	BBAT DCE BBAT DDCI
8 BEDROOM HOUSE TYPES	BRENTFORD	93	HOUSE	3B/5P	2	FRONT/REAR	✓	FRONT/REAR	1	1	-	1	-	-	1162	107.9	TERRACE (END) TERRACE (MID)	BBAT DCE BBAT DDCI
	ABINGTON (GF extended Norkbury - limited use only)	95	HOUSE	3B/5P	1	REAR	✓	FRONT	1	1	-	1	-	-	1212	112.6	TERRACE (END) TERRACE (MID)	BANG DCE BANG DDCS
9 BEDROOM HOUSE TYPES	QUEENSVILLE	97	HOUSE	4B/6P	2	REAR	✓	MID	1	1	-	1	-	-	1075	95.8	TERRACE (END) TERRACE (MID)	BOLN DCE BOLN DDCI
	HAVERSHAM	99	HOUSE	4B/7P	2	FRONT	✓	MID	1	1	-	1	-	-	1186	106.3	TERRACE (END) TERRACE (MID)	BAYR DCE BAYR DDCI
10 BEDROOM HOUSE TYPES	HAWLEY	101	HOUSE	4B/7P	2	REAR	✓	MID	1	1	-	1	-	-	1186	106.3	TERRACE (END) TERRACE (MID)	BHAW DCE BHAW DDCI
	THORNTON	103	HOUSE	4B/7P	2	FRONT/REAR	✓	REAR	1	1	-	1	-	-	1200	111.7	DETACHED TERRACE (MID)	ETHO DCE ETHO DDCS
11 BEDROOM HOUSE TYPES	HEKEITH	107	HOUSE	4B/8P	2	FRONT	✓	FRONT/REAR	1	1	-	1	-	-	1264	117.4	TERRACE (END) TERRACE (MID)	BHAW DCE BHAW DDCI
	WYTHE	109	HOUSE	4B/8P	1	REAR	✓	FRONT	1	1	-	1	-	-	1275	118.5	TERRACE (END) TERRACE (MID)	BHAW DCE BHAW DDCI
12 BEDROOM HOUSE TYPES	TAMERTON	111	HOUSE	4B/7P	2	REAR	✓	REAR	1	1	-	1	-	-	1269	120.7	DETACHED	ETHO DCE ETHO DDCS
	WOODCROFT (GF extended Woodcote - limited use only)	113	HOUSE	4B/7P	1	REAR	✓	FRONT	1	1	-	1	-	-	1260	120.2	TERRACE (END) TERRACE (MID)	BHAW DCE BHAW DDCI
13 BEDROOM HOUSE TYPES	CAMBERLEY	115	HOUSE	4B/8P	2	FRONT	✓	REAR	1	1	-	1	-	-	1440	133.8	DETACHED	ETHO DCE ETHO DDCS
	HARWICH	117	HOUSE	4B/7P	2	FRONT	✓	REAR	1	2	-	1	-	-	1481	137.6	DETACHED	BHAW DCE BHAW DDCI
14 BEDROOM HOUSE TYPES	PERTFORD (16 x 3 Harwich)	119	HOUSE	4B/8P	2	FRONT	✓	REAR	1	2	-	1	-	-	1527	141.2	DETACHED	BHAW DCE BHAW DDCI

HAULTWHISTLE	EMBASSY	121	HOUSE	4B/FP	2	FRONT	✓	REAR	1	1	1	1	1455	136.2	DETACHED	BHFW 000D
ALLENDALE	EMBASSY	123	HOUSE	4B/FP	2	FRONT	✓	REAR	1	1	1	1	1507	140.0	DETACHED	BANL 000D
ALINKOUTH	EMBASSY	125	HOUSE	4B/FP	3	FRONT/REAR	✓	FRONT/REAR	1	1	1	1	1570	145.9	DETACHED	BANL 000D
LYMINGTON	PRESIDENT	127	HOUSE	4B/FP	2	FRONT	✓	REAR	1	2	1	1	1617	161.8	DETACHED	BLJFY 000D
OXFORD	EMBASSY	130	HOUSE	5B/FP	2	FRONT	✓	REAR	1	1	1	1	1300	129.2	85W/	BOX1 00C8
MALVERN	PRESIDENT	132	HOUSE	5B/FP	2	FRONT/REAR	✓	REAR	1	2	1	1	1985	154.7	DETACHED	BNAL 000D
WARLOWE	PRESIDENT	134	HOUSE	5B/FP	3	FRONT/REAR	✓	FRONT/REAR	1	2	1	1	1871	172.8	DETACHED	BNAR 000D

## **Appendix 2**

### **Specification**





**BARRATT**  
HOMES

## BARRATT BASE SPECIFICATION OF FINISHES

Version 1.1 - 09 September 2016

SUBSTRUCTURE AND SUPERSTRUCTURE GENERALLY		APARTMENTS	STATESMAN	AMBASSADOR	EMBASSY	PRESIDENT
BELOW GROUND DRAINAGE	Plastic below ground plot drainage laid as per the approved site layout					
	Superimposed reinforced concrete slab power floated finish suitable to receive floor covering or beam and block with screed to approved layouts					
	Platinum Board - thickness as detailed on the approved construction details					
GROUND FLOOR INSULATION						
EXTERNAL WALL CAVITY INSULATION	Platinum Board - thickness as detailed on the approved construction details for 2010/2013 Building Regulations England and Wales/2010 Building Standards Scotland (2-L2 Airtex in cavity for 2006 Building Regulations/2007 Scottish Building Standards). Note: Airtex 1-L1 lining to internal block face for Section 6 Scottish Building Standards 2007/2010.					
PARTY WALL CAVITY INSULATION	Superglass 100mm or 75mm Full Fill Party Wall Roll - Thickness depends upon Building Regulations England and Wales/Scottish Standards and date site approved on. Note: Airtex 1-L1 lining to internal block face for Section 6 Scottish Building Standards 2010.					
LINTELS	Galvanized steel lintels - LG standard or hi-Therm lintels for 2010/2013 Building Regulations - refer to working drawings					
IF BEAM JOISTS TO INTERMEDIATE FLOORS	Engineered joists in accordance with designed layouts					
INTERMEDIATE FLOORS	22mm Norbord Gabordek tongued and grooved chipboard flooring fixed utilising D4 tapeless system					
INTERMEDIATE FLOORS (APARTMENTS)	Screed finish on insulation system on precast planks (full specification dependent on which Building Regulations compliance)					
FACING BRICKS	Facing bricks as detailed on the external finishes schedule					
ARCHITECTURAL CAST STONE	Architectural cast stone or painted concrete surrounds to elevations as shown on working drawings					
WALLING STONE	Walling stone as detailed on the external finishes schedule					
ABRATED BLOCKS	H-H Celcon serrated Solar blocks to inner leaf of all external walls (party walls and load bearing partitions where appropriate) - Please refer to working drawings and relevant specifications for block strength					
ROOF TRUSSES	As per the approved drawings (Note: Group Design & Technical approved Pre Insulated Roof Panel Systems can be utilised on room in roof style house types.)					
CONCRETE ROOF TILES	Interlocking standard metric concrete roof tiles as per the external material finishing schedule					
INTERNAL NON-LOADBEARING PARTITIONS	To be CLS timber stud or British Gypsum Rapid do Plus metal stud (apartments) or British Gypsum Gyproc Classic Metal Stud (houses).					
WALLS (PLASTERBOARD)	Plasterboard with either skimmed finish or taped and joint throughout. Bonding, finish etc. to be from approved supplier - no alternative products to be used. Note: For Scotland plasterboard fixed to 50x25mm timber battens on external walls and 50x50mm timber battens on party walls.					
WALLS (FINISH)	One mist coat and two coats of White emulsion finish throughout					
CEILINGS (PLASTERBOARD)	Flat ceiling finish, all boards to be secured in accordance with manufacturer's guidance and skinned or taped and joint throughout. Bonding, finish etc. to be from approved supplier - no alternative products to be used					
CEILINGS (FINISH)	One mist coat and two coats white emulsion finish throughout (including integral grasper)					
DOORS	GRP door with pre-glazed units, toughened, obscure (where applicable), style as indicated on working drawings, external colour as per finishing schedule. PVCu external frame in white to include hinges where applicable on working drawings (4no. clear glass panes - 3 bars). Stormguard weatherbar. High exposure compression weather seal and 175mm IG170mm Ian Firth external frame in white. Stormguard weatherbar. High exposure compression weather seal and 175mm IG170mm Ian Firth external frame in white.					
EXTERNAL FRONT						
SIDE/REAR 2XG (not French doors)						



**BARRATT**  
HOMES

## BARRATT BASE SPECIFICATION OF FINISHES

Version 1.1 - 08 September 2016

	Approved Suppliers	APARTMENTS	STATESMAN	AMBASSADOR	EMBASSY	PRESIDENT
<b>GARAGE - UP &amp; OVER (where applicable)</b>	Noveltem					
<b>INTERNAL - GENERALLY (Door Kit as Standard)</b>	Sailwood painted white finish 5 panel Rockport smooth finish doors (semi solid). Door casings to suit wall construction. Doorsets available with prefinished or primed door FD30/FD30SC as per Building Regulations England and Wales (generally 2.53 story houses, 2 story upper floor where MOE window not provided) and Building Standards Scotland (generally 2.53 story houses including self-closing, 2 story upper floor where MOE window not provided)					
<b>INTERNAL - GENERALLY (Door Kit as Standard)</b>	Sailwood painted white finish 4 panel Hobbit smooth finish doors (semi solid). Door casings to suit wall construction. Doorsets available with prefinished or primed door FD30/FD30SC as per Building Regulations England and Wales (generally 2.53 story houses, 2 story upper floor where MOE window not provided) and Building Standards Scotland (generally 2.53 story houses including self-closing, 2 story upper floor where MOE window not provided)					
<b>INTERNAL (APARTMENT ENTRANCE)</b>	FD30 fire check self-closing ball wrapped veneer door in Oak finish					
<b>INTERNAL (APARTMENTS)</b>	FD30 (FD30SC Scotland) fire check ball wrapped veneer door in Oak finish to all rooms (except bathroom/en suite) accessed off apartment private entrance hall where entrance lobby not provided. Refer to Building Regulations/Scottish Standards for exact requirements.					
<b>INTERNAL (APARTMENTS - LANDLORD'S CUPBOARD)</b>	FD30 fire check ball wrapped veneer door in Oak finish. Landlord access only.					
<b>IRONMONGERY</b>						
<b>EXTERNAL - FRONT (APARTMENTS)</b>	Chrome ironmongery. Keyless egress - cylinder turn, letter plate with thumb turn cup shield by the thumb turn (chrome security cover on Secured by Design Sites), eye viewer (where not clear glazed) and 3 point lock, security chain.					
<b>EXTERNAL - FRONT COMMUNAL (APARTMENTS)</b>	As house front door with style of door and screens to match working drawings					
<b>REAR/SIDE/FRENCH</b>	Chrome ironmongery with Multipoint to rear/side doors and multi point locking mechanism in chrome to french doors internal and external.					
<b>INTERNAL (GENERALLY)</b>	Chrome lever latch furniture, 1 1/2 pair 75mm chrome ball bearing butt hinges 65mm EB tubular mortice latches and mortice bathroom locks, Chrome door stops, Hardwood threshold strip to internal double doors with chrome effect bolt top and bottom of doors					
<b>INTERNAL</b>	1 1/2 pair 75mm chrome ball bearing butt hinges 65 EB tubular mortice latches and mortice bathroom locks and chrome door stops throughout.					
<b>INTERNAL</b>	Carlisle Brass Dart on Rose furniture and bathroom furniture.					
<b>INTERNAL</b>	Carlisle Brass Dart on Lever furniture and bathroom furniture.					
<b>INTERNAL JOINERY</b>						
<b>SKIRTINGS</b>	94 x 14.5mm white primed Oxoid MDF moulding					
<b>SKIRTINGS</b>	119 x 14.5mm white primed Oxoid MDF moulding					
<b>ARCHITRAVES</b>	58 x 14.5mm white primed Oxoid MDF moulding					
<b>CLL BOARD</b>	25mm thick white primed with 50mm extended beyond window jambs and 25mm projection beyond plaster face (depth relative to cavity width and window manufacture)					
<b>DECORATION TO INTERNAL JOINERY</b>	Primed with one coat of undercoat and finished with two coats of brilliant white sailwood					
<b>PRIVATE STAIRCASE</b>						
<b>GENERALLY (TRUNK)</b>	Sailwood painted white finish on pre-primed, pre-assembled 22mm MDF treads and apron linings. One coat of undercoat and two coats of brilliant white sailwood					
<b>HANDRAILS</b>	Moulded 50 x 75mm oak feature handrail with mitres cut where required, one coat of lacquer inlay required. Wall mounted handrail - 63 x 43mm oak feature rail, one coat of lacquer inlay required on chrome brackets					
<b>BALUSTERS &amp; NEWELS</b>	32mm slip chamfered balusters painted sailwood white.					
<b>STRINGS</b>	Parana slat string capping and 32mm slip chamfered nosels painted sailwood white with oak feature reveal caps with one coat of lacquer inlay required					
<b>COMMUNAL STAIRCASE</b>	27mm Reinwood/Whitewood/MDF (FSC) pre-primed painted sailwood white (exposed strings fitted).					
<b>GENERALLY (TRUNK)</b>	Pre-Coat Concrete or Timber Fire Resistant					
<b>HANDRAILS</b>	Steel with concrete staircase and 32mm slip chamfered painted white with timber staircase					
<b>BALUSTERS &amp; NEWELS</b>	Steel with concrete staircase or 30mm slip chamfered reveals to timber staircase (Trunk and balusters/reveals must all be from Jeld Wen or Staircraft if timber staircase)					
<b>KITCHEN</b>						
<b>UNITS</b>	Units to be fitted strictly in accordance with Group kitchen design drawings from Symphony Kitchen Units to be 800mm deep with post formed worktops and wall units as indicated on kitchen layout drawings. Carcasses to be 15mm minimum thickness. Standard worktops to be 40mm thick and mason mitred as required. Sink base unit liners to be fitted as standard.					



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## BARRATT BASE SPECIFICATION OF FINISHES

Version 1.1 - 09 September 2016

	APARTMENTS	STATESMAN	AMBASSADOR	EMBASSY	PRESIDENT
<b>FIXED APPLIANCES</b>	Zenussi stainless steel 4 burner gas hob (ZG602414SA), integrated hood (EF600215) and integrated single electric stainless steel oven (ZOB543X) For Customer Extras Upgrade appliances information please refer to 'Electrolux 2016 Product Range and Price List breakdown' on docubath.				
<b>FIXED APPLIANCES</b>	Electrolux stainless steel 4 burner gas hob (EG60024NOK), integrated hood (EF600215) and integrated single electric stainless steel oven (EOB3400EAX) For Customer Extras Upgrade appliances information please refer to 'Electrolux 2016 Product Range and Price List breakdown' on docubath.				
<b>FIXED APPLIANCES</b>	AGA Stainless Steel 5 burner hob (H6735440SH), integrated chimney hood (EF602800X), integrated built in double oven (DE4013001M) or built under (NC4013001M) dependent upon kitchen layout, integrated 70-30 fridge freezer (ENN201EOW) and integrated dishwasher (ESL5201LD) For Customer Extras Upgrade appliances information please refer to 'Electrolux 2016 Product Range and Price List breakdown' on docubath.				
<b>FIXED APPLIANCES</b>	Plumbing to washer and dishwasher. Washer and fridge/freezer to showrooms only.				
<b>FRIDGE SPACE</b>	Space for fridge always partitioned to allow easy adjustment for tall fridge/freezer.				
<b>WASHER SPACE</b>	Plumbing and space for washing machine.				
<b>NOTE</b>	Fridge and washing machine always to be displayed in showhouse.				
<b>NOTE</b>	White finish as standard with stainless steel offered as purchaser upgrade (Showhouse to display stainless steel).				
<b>SINK AND TAPS</b>	Inset single bowl sink and single drainer 'Confessa' in stainless steel finish with 'Pure' Monobloc tap.				
<b>SINK AND TAPS</b>	Inset 1 1/2 bowl sink and single drainer 'Confessa' in stainless steel with 'Flora' Monobloc tap (supporting fixing bracket 112.0278.954 needs to be fitted at all times)				
<b>WORKTOP UPSTANDS</b>	Worktop upstand (size depending upon window location) with stainless steel splashback to be fixed to wall behind hob.				
<b>UTILITY</b>					
<b>UNITS</b>	No wall units other than boiler housing unit when utility is open to kitchen to match the same specification as the kitchen				
<b>APPLIANCES</b>	Plumbing for washing machine (Washing machine not provided)				
<b>WORKTOP UPSTANDS</b>	No tiling - worktop upstand only (size dependent upon window location)				
<b>BATHROOM</b>					
<b>GENERALLY</b>	Layout of sanitaryware all as working drawing with great care taken to conceal all plumbing.				
<b>TAPS</b>	Bristan 'Squire' taps with clicker waste (All to have restricted flow grommets in line with the water calculator requirements 4 litres/minute max)				
<b>WALL TILING</b>	'Standard Range' - Splashbacks to basin (height depending upon tile selection). Half tile bath walls only. Tiled cills in wet areas. Shower recess and shower over bath to be fully tiled, where appropriate. Refer to bathroom layouts on working drawings				
<b>WALL TILING</b>	'Standard Range' - Half tile wet walls only from floor level to include edging strips. Tiled cills in wet areas. Shower recess and shower over bath to be fully tiled, where appropriate. Refer to Bathroom Layouts on working drawings.				
<b>BATH/BATH PANEL</b>	Twylford Bathrooms 1700 x 700mm bath with no grips Ref BP3502WH and Twylford Double skin panel Ref PP2181WH with Bristan clicker waste Ref (WBT417C)				
<b>WC/SEAT</b>	Twylford Bathrooms 'Energy' E11248WH pan, E12480WH cistern and E17315WH seat to be supplied by sanitaryware manufacturer. (Dual flush 2.6 to 4 litre)				
<b>PEDESTAL BASIN</b>	Twylford Bathrooms 'Energy' E14241WH basin and ES4820WH square pedestal with Bristan clicker waste (WBSN12C)				
<b>VANITY BASIN (where applicable)</b>	Twylford Bathrooms 'Energy' E14831WH 550mm Semi Recessed basin - 1 tap hole and with Bristan clicker waste (WBSN12C)				
<b>VANITY UNITS (where applicable)</b>	Utopia Furniture all in accordance with Group working drawings in either Walnut, White Gloss, Oak or Cashmere				
<b>THERMOSTATIC SHOWERS OVER BATHS</b>	House types or apartments with bathroom only - Aquatica - Midaz BDVMD100E surface mounted thermostatic shower with bespoke sliding rail kit and head over bath (To have restricted flow grommet in line with the water calculator requirements - 10 litres/minute max). Merlyn Showers - square top single 6mm bath screen in chrome/clear glass				
<b>THERMOSTATIC SHOWERS WITHIN CUBICLES</b>	Aquatica - Midaz BDVMD100E surface mounted thermostatic shower with bespoke sliding rail kit and head. (To have restricted flow grommet in line with the water calculator requirements - 10 litres/minute max).				
<b>ELECTRIC SHOWERS WITHIN CUBICLES</b>	Where unit has combi-boiler (dwellings under 1200 sqft only) a 10.5KW Aquatica 'Lumi' electric shower to be fitted with Isolator switch with Neon ref V12984SADP.				
<b>SHOWER CUBICLES DOOR/GREEN (where applicable)</b>	Ionic Express - clear glass/silver effect frame. Low level tray with waste located in floor void with 6mm glass screen. Refer to working drawings for sizes				
<b>EN-SUITE/EN-SUITE BATHROOM</b>					
<b>GENERALLY</b>	Layout of sanitaryware all as working drawing with great care taken to conceal all plumbing.				
<b>TAPS</b>	Bristan 'Squire' taps with clicker waste (All to have restricted flow grommets in line with the water calculator requirements 4 litres/minute max)				
<b>WALL TILING (EN-SUITE)</b>	Bristan 'Prest' taps with clicker waste (All to have restricted flow grommets in line with the water calculator requirements 4 litres/minute max)				
<b>WALL TILING (EN-SUITE BATHROOM)</b>	'Standard Range' - Splashback only (height depending upon tile selection). Shower recess to be fully tiled where appropriate.				
<b>BATH/BATH PANEL</b>	'Standard Range' - Half tile wet walls only from floor level. Shower recess (and where shower over bath) to be fully tiled where appropriate.				
<b>WC/SEAT</b>	Twylford Bathrooms 1700 x 750mm bath with no grips Ref AH4500WH and Twylford Double skin panel Ref PP2181WH with Bristan clicker waste Ref (WBT417C)				
<b>PEDESTAL BASIN</b>	Twylford Bathrooms 'Energy' E11248WH pan, E12480WH cistern and E17315WH seat to be supplied by sanitaryware manufacturer. (Dual flush 2.6 to 4 litre)				
<b>VANITY BASIN (where applicable)</b>	Twylford Bathrooms 'Energy' E14241WH basin and ES4820WH square pedestal with Bristan clicker waste (WBSN12C)				
<b>VANITY UNITS (where applicable)</b>	Twylford Bathrooms 'Energy' E14831WH 550mm Semi Recessed basin - 1 tap hole and with Bristan clicker waste (WBSN12C)				





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## BARRATT BASE SPECIFICATION OF FINISHES

Version 1.1 - 09 September 2016

		APARTMENTS	STATESMAN	AMBASADOR	CUBASSY	PRESIDENT
<b>THERMOSTATIC SHOWERS IN EN-SUITES</b>	Houses with en-suite shower room to have bath filler to bath in family bathroom. Thermostatic chrome Aquasix Midas BDVMD100E surface mounted thermostatic shower with bespoke sliding rail kit and head (To have restricted flow grommet in line with the water calculator requirements - 10 litres/minute max) to shower cubicle in an suite.					
<b>THERMOSTATIC SHOWERS</b>	Houses with full ensuite to have bath filler to bath in family bathroom. Thermostatic chrome Aquasix Midas BDVMD100E surface mounted thermostatic shower with bespoke sliding rail kit and head (To have restricted flow grommet in line with the water calculator requirements - 10 litres/minute max) over bath in ensuite. Mefyn Showers - square top single 6mm bath screen in chrome/clear glass. Aquasix Chrome Quartz (electronic) OZATEC05 thermostatic shower mixing valve can be offered as a purchaser upgrade					
<b>SHOWER CUBICLES DOORS/SCREEN</b> (where applicable)	Isola Express - clear glass silver effect frame. Low level tray with waste located in floor void with 6mm glass screen. Refer to working drawings for sizes					
<b>SEMI COUNTERTOP BASIN (where applicable)</b>	Ideal Standard Concept or Twyford Bathrooms 'Mada'.					
<b>QUEEN'S ENSUITE</b>						
<b>TILING</b>	Tiled splashback to vanity basin area (height depending upon tile selection). Full height to shower and bath showering area.					
<b>WC/SEAT</b>	Twyford Bathrooms 'Energy' E11248VH pen, E12490VH cistern and E17815VH seat, to be supplied by sanitaryware manufacturer. (dual flush 2.6 to 4 litre)					
<b>PEDESTAL BASIN</b>	Twyford Bathrooms 'Energy' E14241VH basin and E54920VH square pedestal with Brisan clicker waste (WBSN12C)					
<b>SHOWER/CUBICLE CLOAKROOM</b>	Same as en-suite/ensuite bedroom					
<b>GENERALLY</b>	Layout of sanitaryware as set working drawing with great care taken to conceal all plumbing.					
<b>TAPS</b>	Brisan 'Square' taps with clicker waste (All to have restricted flow grommets in line with the water calculator requirements 4 litres/minute max)					
<b>WALL TILING</b>	'Standard Range' - 1100 coarse splashback 225mm maximum above basin area					
<b>WC/SEAT</b>	Twyford Bathrooms 'Energy' E11248VH pen, E12490VH cistern and E17815VH seat, to be supplied by sanitaryware manufacturer. (dual flush 2.6 to 4 litre)					
<b>PEDESTAL BASIN (where applicable)</b>	Twyford Bathrooms 'Energy' E14331VH 450mm basin and E54920VH square pedestal with Brisan clicker waste (WBSN12C)					
<b>CORNER PEDESTAL BASIN (where applicable)</b>	Twyford Bathrooms 'Energy' E200 E24881VH basin with Twyford E54910VH pedestal basin clicker waste (WBSN12C)					
<b>BEDROOMS</b>						
<b>FITTED FURNITURE</b>	Standard in all bedrooms in showhouses only from BD Living. Purchaser can obtain prices from Divisions optional list. Choice of finish to knobs/handles					
<b>FITTED FURNITURE</b>	Master bedroom only. Standard in all bedrooms in showhouses only from BD Living. Purchaser can obtain prices from Divisions optional list. Choice of finish to knobs/handles					
<b>ELECTRICAL</b>						
<b>GENERALLY</b>	Electrical items from Deta. Switches and 13 amp switched double socket outlets in flush mounted pvc all as working drawings. Circuit breaker to ground floor and garage sockets. Chrome/Satin finish as purchaser upgrade					
<b>AUDIO ENTRY SYSTEM</b>	Bilenco Range of Door Entry System: Legend will supply a full system quotation to meet the door entry requirements for each Barratt apartment block/flat development. For each site, the Legend Key Account Manager will supply a specific quotation. Legend recommend the use of an approved Bilenco Installer					
<b>TV MEDIA PANEL - LOUNGE</b>	Barratt Bespoke Media Panel in location indicated on working drawings to include 4 main sockets, tv, network and BT point					
<b>TV SOCKET - MASTER BEDROOM</b>	In location indicated on working drawing					
<b>TV SOCKET - KITCHEN</b>	In location indicated on working drawing					
<b>TELEPHONE POINT</b>	One in lounge or hall unless shown elsewhere on the working drawings					
<b>TELEPHONE POINT</b>	One in lounge or hall unless shown elsewhere on the working drawings and one in master bedroom					
<b>TELEPHONE POINT</b>	One in lounge or hall unless shown elsewhere on the working drawings and one in master bedroom and kitchen					
<b>SHOWER POINT</b>	Master en-suite only or bathroom if no en-suite					
<b>CONSUMER UNIT</b>	Standard front door from Deta (Ref: C3501 - with white plastic & spare black push cover) - mains operated installed in location indicated on working drawings					
<b>INTERNAL LIGHTING - GENERAL</b>	To be R.C.D. still lead boards with M.C.B.s (number of protected ways depending on type and size of house).					
<b>INTERNAL LIGHTING - RECESSED</b>	Low energy light specification to Building Regulations standard.					
<b>DOWNLIGHTS</b>	Deta L1590CH3 recessed downlights installed where specified on kitchen layouts/designs.					
<b>EXTERNAL LIGHTING</b>	External light to front entrance as standard.					
<b>EXTERNAL LIGHTING</b>	External light to front and rear entrance as standard.					
<b>BATHROOM BULKHEAD LIGHT</b>	Deta Ref: L1021VH 14w LED					
<b>MECHANICAL EXTRACTORS/DUCTWORK</b>	Vortice - Refer to working drawings for location and extractor type/model with Vortice ductwork					
<b>MECHANICAL EXTRACTOR CUT-OFF SWITCH</b>	Deta Ref: S1247 Fan Isolator Switch 1/6 Triple Pole					



# BARRATT BASE SPECIFICATION OF FINISHES

Version 1.1 - 03 September 2016

	APARTMENTS	STATESMAN	AMBASSADOR	EMBASSY	PRESIDENT
BT OPENREACH (BTOR)	Kill located in positions shown on Group working drawings if option is taken from Division. If Division decide to take this service an additional double socket is required at Kill location point (double socket not shown on Group Approved drawings)				
HEATING					
SPACE AND WATER	Full Central Heating to comply with NHBC Standards and in line with Heating Engineers designs. Pipework to be Polybutylene (Grey) or Polydt (White) pipes with push-fittings by Polypipe. Clearly identify valves with labels. Provide immersion heaters (See heating design)				
COMBINATION BOILERS (with electric showers to en-suites)	Ideal Standard 'Logic' Combination Boilers to house types or apartments below 1200 sqft. Refer to working drawings and heating designs for details				
CONDENSING BOILER WITH PRESSURISED HOT WATER CYLINDER	Ideal Standard 'Logic' Condensing boiler and Kingspan XE pressurised hot water cylinder. Refer to working drawings and heating designs for details.				
RADIATORS	Pre-finished white Round Top Elite radiators throughout				
THERMOSTATIC RADIATOR VALVE	Barratt Miraal TRV R/F ELB 15x10mm, Mercla 663001 15x10mm ELB P/F WHLS Valve, Mercla 647080 15x10mm ELB P/F US Valve, Mercla 663005 15x10mm P/F LS/DO Valve, Barratt Miraal Straight TRV R/F ELB 15x10mm, Mercla 647081 15x10mm ELB P/F Straight Valve				
WASTE WATER HEAT RECOVERY	Waste water heat recovery pipe ref - Pipes HE by Recoup for house types that require it under 2013 Building Regulations as indicated on working drawings.				
THERMAL INSULATION					
GENERALLY	To perform as a minimum to statutory requirements with weather stripping to all doors/windows				
ROOF SPACE	Insulation quilt to comply with Building Regulations Part U Scottish Building Standards Section 6. Refer to Construction Notes for full details				
ROOM IN THE ROOF	Insulation to comply with Building Regulations Part U Scottish Building Standards Section 6. Refer to Construction Notes for full details				
SECURITY					
REAR/SIDE/FRONT DOOR	See Incoming section				
SMOKE/HEAT DETECTORS	Mains operated smoke detectors in locations indicated on drawings. Optical model 1151 elsewhere. Heat detectors in locations indicated on drawings.				
CARBON MONOXIDE DETECTORS	XC70 CO Detector Trade Box - Battery Operated to be installed as directed on drawings and in Construction notes in accordance with manufacturers instructions				
COMMUNAL AREAS/APARTMENTS					
MAIL BOX SYSTEM	Through - Wall Entrance Screen Examples 01 Series Sliding Adjustable Chute c/w Front Plate 01-115 02 Series Straight Horizontal Chute c/w Front Plate 02-741 Wall Mounted/Recessed/Fires-Resisting Examples 04 Series - Various Sizes - Upright, 04-440 - 270w x 370h x 110d 08 Series - Various Sizes - Horizontal, 08-202 - 270w x 110h x 380d Contrast Twined Gel 100% twin-ply heat set polypropylene gel backing. The following colour choices are available for communal areas: Atlantic, Evergreen, Claret or Coffee				
CARPETS (COMMUNAL AREAS)	Coffee				
CEILING	BG Gyplons perforated acoustic ceiling panels				
HEATING	Dimplex electric heating all in accordance with their designs				
LANDSCAPING	Robur, ref and turf - good standard of landscaping to development generally in accordance with 'Complete Landscape Reference Pack' and 'Guide to Good Design' documents				
FRONT/REAR					
BOUNDARY FENCINGS/WALLS					
FRONT	Open Plan (ette dependant)				
SIDE TO SIDE	1.8m Close boarded or panel privacy screen then 1.2m between plots as detailed on the site layout				
SIDE TO SIDE	1.8m Close boarded or panels between plots as detailed on the site layout				
REAR TO REAR	1.8m high close boarded or panels between plots. Rear boundaries where backing onto other plots to have the same.				
GATES	Timber gates with barrel bolt and Suffolk latch where applicable				
PATHS/PATIO					
ALL	35mm concrete paving slabs, 900mm wide from front of plot to patio door in 450mm slabs, from drive to front door and from garage door. Three slabs width outside patio door, depth of patio 1350mm inc path				
ALL	35mm concrete paving slabs, 900mm wide from front of plot to patio door in 450mm slabs, from drive to front door and from garage door. Four slabs width outside patio door, depth of patio 1350mm inc path				
ALL	35mm concrete paving slabs, 900mm wide from front of plot to patio door in 450mm slabs, from drive to front door and from garage door. Five slabs width outside patio door, depth of patio 1350mm inc path				
ACCESS DRIVE AND HARDSTANDING					
GENERALLY	Tarmac (Site dependant).				

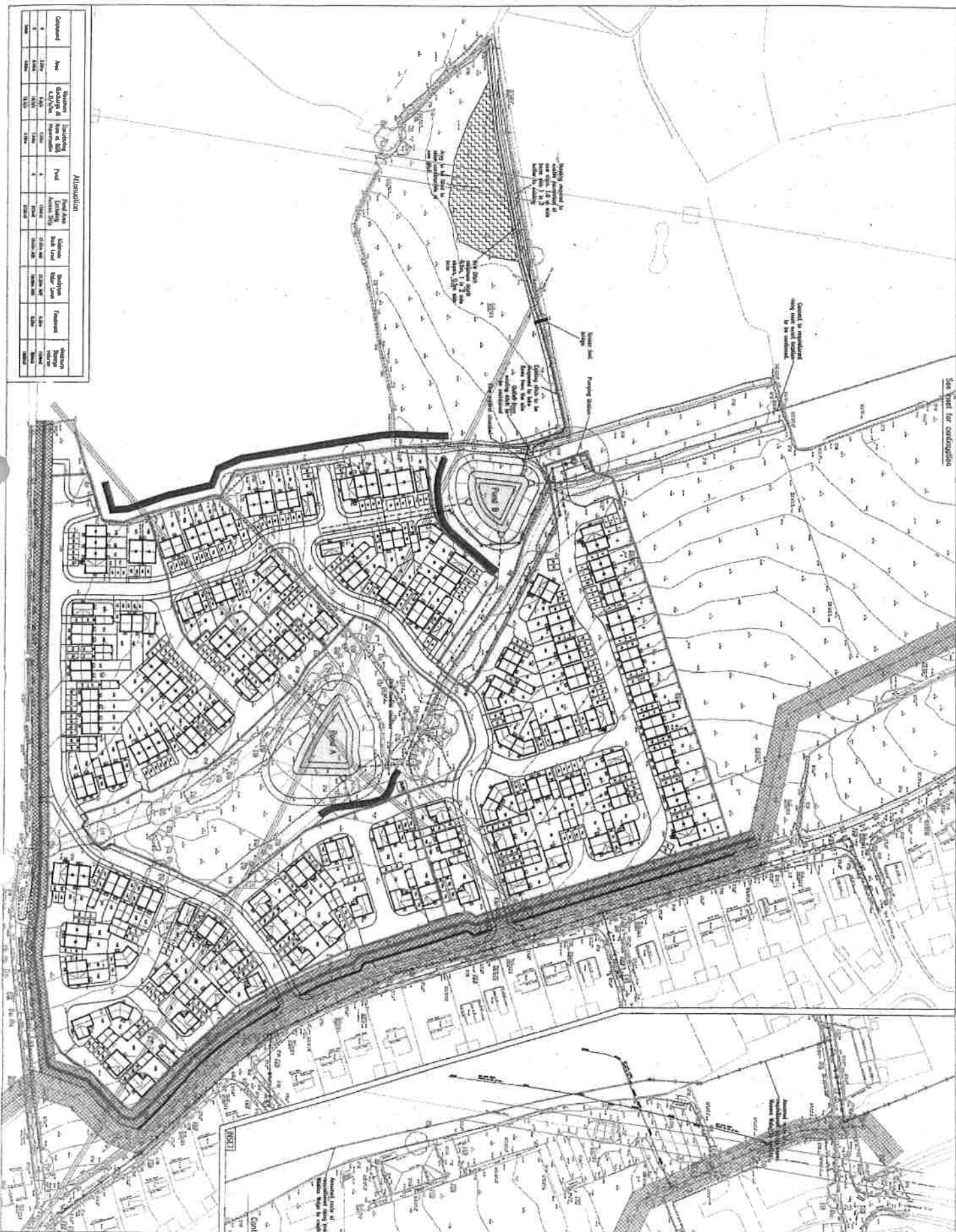




**Appendix 3**  
**Plan of the Property**

## **Appendix 10 – Proposed Drainage Strategy**

See sheet for continuation



Attenuation		Pond		Subarea		Retention		Pond		Subarea		Retention	
Outflow	Area	Outflow at Pond	Outflow at Pond	Subarea	Area	Subarea	Area	Subarea	Area	Subarea	Area	Subarea	Area
1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00