

# Part C - Commenting on the Indicative Settlement Boundaries

If you are commenting on multiple sections of the document, you will need to complete a separate sheet for each representation

Sheet  of  + enclosure.

Which settlement are you responding to?

BURTON GREEN.

What is the nature of your representation?

Support

Object

Please set out full details of your objection or representation of support. If objecting, please set out what changes could be made to resolve your objection (use a separate sheet if necessary).

Please see enclosed commentary in respect of Burton Green option 7 in relation to settlement boundary and Green Belt.

For Official Use Only

Ref:

Rep. Ref.

# Part B - Commenting on the Village Housing Options

If you are commenting on multiple sections of the document you will need to complete a separate sheet for each representation

Sheet  of  + enclosures

Which part of the document are you responding to?

Page

Chapter

Paragraph

Table or Figure

Village Plan

What is the nature of your representation?

Support

Object

Please set out full details of your representation of support or objection. If objecting, please set out what changes could be made to resolve your objection (Use a separate sheet if necessary).

Please see enclosed commentary  
in respect of Burben Green  
Option 7.

For Official Use Only

Ref:

Rep. Ref.



## Guidance on Making Representations

- Please use this response form as it will help the Council to keep accurate and consistent records of all the comments on the Plan, alternatively complete online at [www.warwickdc.gov.uk/newlocalplan](http://www.warwickdc.gov.uk/newlocalplan)
- If you wish to make comments on more than one aspect of the Plan, please use a separate copy of either Part B and/or Part C of this form for each
- You may withdraw your objection at any time by writing to Warwick District Council, address below
- It is important that you include your name and address as anonymous forms cannot be accepted. If your address details change, please inform us in writing
- All forms should be received by **Monday 20 January 2014**.
- Copies of all the objections and supporting representations will be made available for others to see at the Council offices at Riverside House and online via the Council's e-consultation system. Please note that all comments on the Local Plan are in the public domain and the Council cannot accept confidential objections. The information will be held on a database and used to assist with the preparation of the new Local Plan and with consideration of planning applications in accordance with the Data Protection Act 1998
- To return this form, please drop off at one of the locations below, or post to: **Development Policy Manager, Development Services, Warwick District Council, Riverside House, Milverton Hill, Leamington Spa, CV32 5QH** or email: [newlocalplan@warwickdc.gov.uk](mailto:newlocalplan@warwickdc.gov.uk)

## Where to see copies of the Plan

Copies of the Plan are available for inspection on the Council's web site at [www.warwickdc.gov.uk/newlocalplan](http://www.warwickdc.gov.uk/newlocalplan) and at the following locations:

Location
<b>Warwick District Council Offices</b> Riverside House, Milverton Hill, Royal Leamington Spa
<b>Leamington Town Hall</b> Parade, Royal Leamington Spa
<b>Warwickshire Direct Whitnash</b> Whitnash Library, Franklin Road, Whitnash
<b>Leamington Spa Library</b> The Pump Rooms, Parade, Royal Leamington Spa
<b>Warwickshire Direct Warwick</b> Shire Hall, Market Square, Warwick
<b>Warwickshire Direct Kenilworth</b> Kenilworth Library, Smalley Place, Kenilworth
<b>Warwickshire Direct Lillington</b> Lillington Library, Valley Road, Royal Leamington Spa
<b>Brunswick Healthy Living Centre</b> 98-100 Shrubland Street, Royal Leamington Spa
<b>Finham Community Library</b> Finham Green Rd, Finham, Coventry, CV3 6EP

You may also find information at venues in your local village or by contacting your local Parish Council.

Where possible, information can be made available in other formats, including large print, CD and other languages if required. To obtain one of these alternatives, please contact 01926 410410.



## Burton Green. Housing Option 7

1. The area described in the consultation as Option 7 in Burton Green was put forward for consideration by a small consortium of the land owners. The land lies in the acute angle between Hodgett's lane and Cromwell Lane and backs onto houses to the north and west of the junction. All the landowners reside in those houses. The land is currently used as large garden or recreational smallholding. The majority of the site was previously a commercial market garden.
2. Many of the merits of the location, in comparison to the other site options in the village are noted in the consultation document and in the decision matrix in appendix 6 to the consultation<sup>1</sup>.
3. Fundamentally, this site creates no new outgrowth of the village as it lies enclosed by boundaries of the existing residential area. It will accommodate new development without changing the character and the qualities of the village. It does not contribute to further ribbon development.
4. It is in the core of the village community within easy walking distance of the existing village hall, the school, the public house, the Tile Hill railway station, and the established nearest Tile Hill shops.
5. It is within 200m of *all* the bus services that pass through the village, particularly the only service with multiple journeys through the day between Coventry and Balsall Common/Berkswell Rail Station.
6. This site is in close proximity to the National Cycling Network Route to Balsall Common and to Kenilworth and Warwick University that will persist post HS2 Construction.
7. Despite these substantial merits, some fundamental misunderstandings have arisen in the preparation of the consultation report. Those misunderstandings gave rise to the only concerns in the consultation report about this site and they resulted in the site being described as "discounted". This is an unfortunate technical planning term deriving from the relevant legislation that, to the wider public being consulted, appears to imply that the site is no longer under consideration. The reality that these sites are still under consideration is not clarified in the consultation documentation and this may be prejudicial to the consultation process.
8. The concerns were
  - a. That there are concerns in respect of the deliverability of the site.
  - b. That the site has no access.
  - c. That the development is too close to the proposed HS2 rail line.
9. Each of these concerns is addressed below.

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<sup>1</sup> [http://www.warwickdc.gov.uk/NR/rdonlyres/9AE8EB2E-B2FC-4D77-BEE3-0D3E56267EF9/0/Appendix\\_6\\_Site\\_Matrix\\_PartA.xls](http://www.warwickdc.gov.uk/NR/rdonlyres/9AE8EB2E-B2FC-4D77-BEE3-0D3E56267EF9/0/Appendix_6_Site_Matrix_PartA.xls)



## The deliverability of the site

10. The National Planning and Policy Framework at footnote 11<sup>2</sup> defines deliverability as follows:
11. *“To be considered deliverable, sites should be available now, offer a suitable location for development now, and be achievable with a realistic prospect that housing will be delivered on the site within five years and in particular that development of the site is viable. Sites with planning permission should be considered deliverable until permission expires, unless there is clear evidence that schemes will not be implemented within five years, for example they will not be viable, there is no longer a demand for the type of units or sites have long term phasing plans.”*
12. We have been advised by the consultation team that the multiple ownership of the site was the concern in respect of its deliverability. We understand that concern. To ensure this is fully addressed for the benefit of all, a formal Land Owner Co-operation and Promotion Agreement between the various owners has been created and signed and a copy is attached with this submission.
13. This also documents that agreement has been reached, subject to contract, for the sale of 378 Cromwell Lane to two of the parties who already own part of the site. This commitment will provide excellent access for the site (discussed further below).
14. The whole site therefore falls within the freehold of only 5 parties and the substantial majority of the site area lies with just two of the parties. But under the terms of the agreement, all are joined and functioning as a single entity and this response is a submission from all these parties.
15. We note that “deliverability” includes the concept of “viability” and in that regard we note the guidance<sup>3</sup> in the National Planning Policy Framework. In essence, the costs of any planning constraints on the nature of the construction should not deter land owners from proceeding with the development.
16. Given the extent and location of the Burton Green Option 7 site there are no grounds to doubt that the site is viable for development of the type and nature sought under the consultation.
17. We have not prepared detailed plans in that regard. Diagrams of the site have been provided with this to illustrate some possibilities. We note that the planning office suggested 44 dwellings on the site and this appears reasonable. But plans of any greater detail at this juncture would be premature, speculative, not binding and

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<sup>2</sup> <https://www.gov.uk/government/publications/national-planning-policy-framework--2>

[http://planningguidance.planningportal.gov.uk/blog/policy/achieving-sustainable-development/delivering-sustainable-development/6-delivering-a-wide-choice-of-high-quality-homes/#footnote\\_11](http://planningguidance.planningportal.gov.uk/blog/policy/achieving-sustainable-development/delivering-sustainable-development/6-delivering-a-wide-choice-of-high-quality-homes/#footnote_11)

<sup>3</sup> <http://planningguidance.planningportal.gov.uk/blog/guidance/viability-guidance/how-should-viability-be-assessed-in-decision-taking/>

potentially misleading. As local residents, we very much look forward to engaging with the local planning department, the parish council and with those involved in the development of the neighbourhood plan so as to arrive at a detailed plan for a satisfactory development that must be viable. **If the planning authority wishes us to progress this further in any way prior to the next stage of the local plan consultation, please do not hesitate to communicate with us directly.**

18. A completed SHLAA proforma and supportive documentation is also enclosed with this consultation response.

### **Access to the site**

19. Our initial submission of the site to the planning department for consideration under the local plan consultation did not identify an access route as we were told that this would not assist consideration of the site at that stage. We had several options available and it was disappointing that a perceived lack of access contributed to our site being labelled as “discounted” without further dialogue.
20. However, as confirmed above, that issue is now wholly resolved. The freehold at 378 Cromwell Lane has been acquired, subject to contract, so as to provide, through demolition, an excellent access route for the site. This location easily fulfils all the requirements set out in the Warwickshire Guide to Road Design<sup>4</sup>. It is of sufficient width, at ample distance from other junctions and provides an entirely satisfactory splay and visibility. It should be noted that Hodgett’s Lane and Cromwell Lane currently carry a 40mph speed limit. The parish council was recently advised that the intention to reduce the speed limit on both roads to 30mph has been agreed in principle and that the matter should be consulted upon in the near future. We anticipate no difficulty for the highways department in approving this access proposal.
21. We also have provision for alternative emergency vehicle accesses should this be deemed necessary when the detailed arrangements are considered. These could also provide additional foot and cycle access.
22. We are concurrently submitting the proposals to the WCC Highways department under their Highway Authority Pre application advice scheme<sup>5</sup> and a copy of that submission is enclosed with this.

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<sup>4</sup> Warwickshire Guide to Road Design

[http://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6594E4EB4AF0F56A8025784C003D4AFD/\\$file/WarwickshireGuidetoRoadDesign.pdf](http://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6594E4EB4AF0F56A8025784C003D4AFD/$file/WarwickshireGuidetoRoadDesign.pdf)

<sup>5</sup>

[https://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6594E4EB4AF0F56A8025784C003D4AFD/\\$file/pre-app\\_WCC\\_Guidance\\_FINAL\\_Complete.pdf](https://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6594E4EB4AF0F56A8025784C003D4AFD/$file/pre-app_WCC_Guidance_FINAL_Complete.pdf)



## The proximity of HS2

23. Finally, the Burton Green Housing Option 7 was deemed to be “too close” to the proposed HS2 railway line by the Environmental Health assessment. We have subsequently provided the planning department with the projected sound contour map produced by HS2 Ltd in respect of Burton Green (copy enc). This map confirms that the sound level attributed to HS2 is substantially attenuated in respect of our site by the tunnel through which the rail line will pass at this location. For the avoidance of doubt, I have also outlined the area of Housing Option 7 on this map, along with the area of Housing Option 1. The tunnel is also shown on the map.
24. We have subsequently been provided with the following explanatory comments from the relevant Environmental Health Officer (EHO) who undertook the initial assessment of the site option for the consultation, as follows.
25. *“Environmental Health Feedback*
26. *My understanding is that there was some uncertainty over whether the tunnel was deliverable. However it is also my understanding that if HS2 are quoting mitigated noise levels in their published ES then they will have to comply with those levels. On that basis, if they can’t build a tunnel they will need to design an equivalent protective measure. I can’t see where the specific site is on the attachments, but if the site is in an area outside of the noise contours then we would probably have difficulty refusing residential development on noise grounds from HS2.”*
27. We believe the EHO has been confused in respect of the local campaign for a bored tunnel. A bored tunnel would have been much deeper underground, and longer, having a portal much nearer to Kenilworth and a portal at the other end close to, or beyond, Balsall Common. This campaign has been high profile in the district, though unsuccessful so far and the HS2 Ltd proposal remains essentially as intended from the initial announcement. That is, that the tunnel will be of the extent shown on the map and of a “cut and cover” type.<sup>6</sup>
28. This means that the cut and cover tunnel limits the impact on the Option 7 site to a better extent than the impact of the line on the wider area. Other Burton Green Village Housing Option sites described in the consultation, specifically those off Red Lane, will be more impacted by the HS2 proposals.
29. In respect of the habitability of Option 7 in the long term, the subsequent operation of the HS2 Line should not substantially detract. As the EHO has noted, given the correct sound contour information, there is no barrier to development on this site on noise grounds.
30. We enclose a further map taken from the HS2 environmental assessment that demonstrates the location of the Safeguarding Zones for HS2 in respect of the final construction and in respect of the areas required for construction camps etc.
31. In considering the impact of these on the Village Housing Options in Burton Green, it should be noted that
32. there is a new access road and a major construction compound immediately across Red Lane from the intended access to Option 1, at the location of the intended tunnel portal.

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<sup>6</sup> Cut and Cover Tunnels. David Twine. The ARUP Journal  
<http://www.arup.com/assets/download/download235.pdf>

The tunnel is created by forming a deep cutting with vertical walls and then laying a concrete roof slab over the top of this. In turn, the concrete slab is earthed over or, indeed we understand it can be used as a foundation for some building purposes. The scale of such development is illustrated in this referenced report.

33. further construction compounds and temporary site roads required for the construction of the tunnel will be located within agricultural land to the South-West, on the Solihull side, of the intended tunnel.
34. the proposed transport routes for massive lorry movement in respect of spoil, concrete and other construction materials, plant, equipment and staff traffic are on
  - a. Red Lane and Hob Lane to the south and,
  - b. Hodgetts Lane to the North, but only joining Hodgetts Lane at the location of the existing National Grid Electricity transformer site outside of the village boundary towards Balsall Common.
35. For this reason, any concurrent construction of the HS2 Line and development of the Option 7 site should not result in mutual interference. The proximity of HS2 to this site does not impact upon the deliverability of this site.
36. It should be noted in respect of all the above that, despite the government's efforts and intentions, it is not yet determined that HS2 will be built. The relevant Hybrid Bill has only just embarked upon its extended passage through parliament and is expected to take 2 to 3 years unless the project is cancelled. Warwick District Council is signed up to the economic and environmental arguments that justify the cancellation of the scheme through its membership of the 51M group of councils opposing the line. It would be consistent given this important environmental impact for the district council to take forward consideration of alternative planning options in the relevant impacted localities to provide for different local plans if the HS2 line is, or is not, pursued.
37. In Burton Green, the legacy of the area over the proposed tunnel might be considered for use in respect of community benefit. It is also, sadly, the case that the agricultural land referred to in paragraph 2 above, at the village edge, is unlikely to be fit to return for agricultural purposes for a substantial period. This area lies just across the boundary within the Solihull MBC area but should be considered as intrinsic to the village environment.



## Green Belt considerations

38. The consultation describes an “emerging policy direction supporting limited new housing in the more sustainable village locations.”
39. This parcel of land lies wholly within the current Green Belt, as do all the other options being considered within Burton Green. It is however acknowledged in the decision matrix of the consultation, Appendix 6, that “certain aspects of the parcel have been compromised by residential development.”
40. This derives from the summary of the analysis of this area of green belt BG6 and that is on pages 68 to 70 in Part 2 of appendix 8<sup>7</sup>. Important concerns in that analysis in respect of the protection of the entire BG6 area do not apply in respect of the part affected by development on the Option 7 location. This is because it lies behind roadside houses already at the margins of the Green belt and is substantially “hidden” in a corner formed by two of those road margins at an acute angle. This land is of no current public amenity use and does not carry a public footpath.
41. In addition, the BG6 green belt area is of a somewhat different nature and priority compared to BG1, BG3 and BG7 areas by virtue of the extensive agricultural land between Kenilworth and Coventry that would be substantially vulnerable to erosion if not vigorously defended. I know that the defence of those sections of green belt has been a particular priority for Warwick District and Kenilworth Town Councils over recent years. There is particular consideration of avoiding further ribbon development in respect of which Red lane is at substantial further risk. .
42. Against that background, I suggest that consideration be given to lifting the Green Belt restriction at the Burton Green Option 7 location. This should be considered even if the consultation concludes that the primary development site for Burton Green might be elsewhere. This would improve further the sustainability of the village and provide some capacity to balance non-development in other areas of green belt requiring higher priority protection. At the same time, smaller scale and environmentally more appropriate construction requirements might be used to afford maximum visual protection to the green belt, on going biodiversity and .
43. Such amendment to the village envelope/green belt boundary would not contribute to any further ribbon development.
44. For administrative convenience and to make use of an established cartographic line, it might be appropriate to move the green belt boundary and village boundary even further on the north west side of Cromwell Lane - as far as the line of the Warwickshire/Solihull Boundary. This might extend from Hodgetts Lane to the boundary’s three way junction with the Coventry City Council boundary near the junction between Cromwell Lane and Westward Heath Road. The irregularity of this line, used in this manner, would generate small parcels of discrete useful development land without setting a substantially detrimental precedent. If this extended strategy was applied, it could also include the Burton Green Housing Option 2 site.

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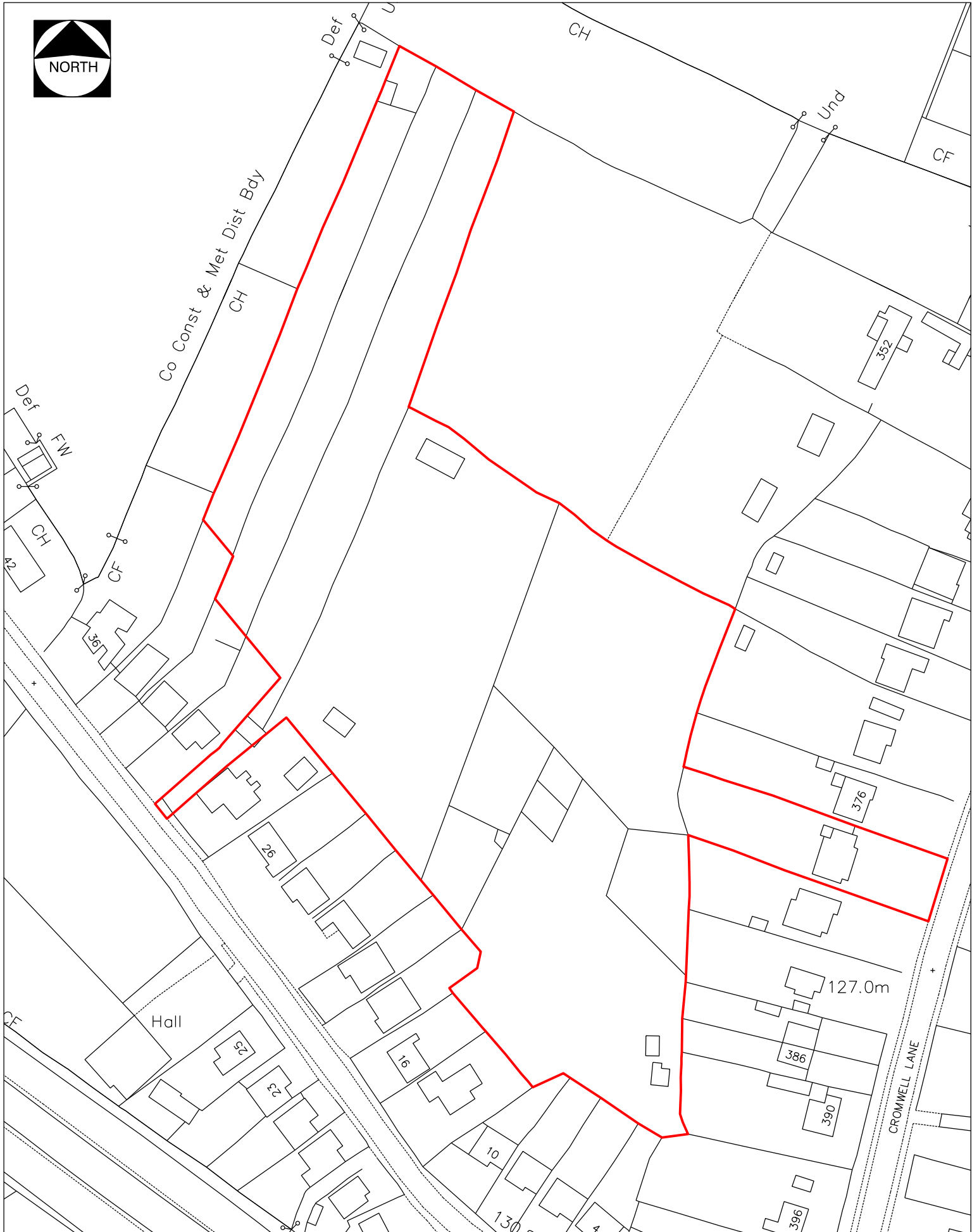
<sup>7</sup> <http://www.warwickdc.gov.uk/NR/rdonlyres/69661F88-5AF1-4596-9962-94FECA9D852A/0/PartialGreenBeltReviewCompleteRFSPart2.pdf>

45. This formula would avoid any tendency to coalescence of Burton Green with Coventry, Kenilworth, Crackley or Balsall Common.

Dr Paul Thornton  
390 Cromwell Lane  
Burton Green  
Kenilworth  
CV8 1PL

For and on behalf of neighbours listed in accompanying agreement.





**DATED**

**2014**

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**LANDOWNER CO-OPERATION AND PROMOTION AGREEMENT**

relating to

**LAND AT THE REAR OF HODGETTS LANE AND CROMWELL LANE, BURTON  
GREEN, KENILWORTH**

between

**(1) MICHAEL EDWARD VERNON & DEIRDRE JOY VERNON, (2) PAUL MCTURK &  
LORRAINE ANN MCTURK, (3) ALAN ARTHUR FISHER & VALERIE DOREEN FISHER, (4)  
ANDREW JONES & JENNIFER BARBARA JONES, (5) ROGER ARTHUR BOLLAND & ANN  
BOLLAND, (6) PAUL THORNTON & SANDRA JOY THORNTON**

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**PARTIES**

- (1) Michael Edward Vernon and Deirdre Joy Vernon of 28 Hodgetts Lane, Burton Green, Kenilworth CV8 1PJ (First Owners)
- (2) Paul McTurk and Lorraine Ann McTurk of 30 Hodgetts Lane, Burton Green, Kenilworth Warwickshire, CV8 1PJ (Second Owners)
- (3) Alan Arthur Fisher and Valerie Doreen Fisher of 32 Hodgetts Lane, Burton Green, Kenilworth, Warwickshire, CV8 1PJ (Third Owners)
- (4) Andrew Jones and Jennifer Barbara Jones of 34 Hodgetts Lane, Burton Green, Kenilworth, Warwickshire, CV3 1PJ (Fourth Owners)
- (5) Roger Arthur Bolland and Ann Bolland 378 Cromwell Lane, Burton Green, Kenilworth, Warwickshire, CV8 1PL (Fifth Owners)
- (6) Paul Thornton and Sandra Joy Thornton of 390 Cromwell Lane, Burton Green, Kenilworth, Warwickshire, CV8 1PL (Sixth Owners)

**BACKGROUND**

- (A) The First Owners own the freehold of the property at 28 Hodgetts Lane forming part of the Development Land.
- (B) The Second Owners own the freehold of the property at 30 Hodgetts Lane forming part of the Development Land.
- (C) The Third Owners own the freehold of the property at 32 Hodgetts Lane forming part of the Development Land.
- (D) The Fourth Owners own the freehold of the property at 34 Hodgetts Lane forming part of the Development Land.
- (E) The Fifth Owners own the freehold of the property at 378 Cromwell Lane forming part of the Development Land.
- (F) The Sixth Owners own the freehold of the Property at 390 Cromwell Lane forming part of the Development Land.
- (G) The First Owners and the Sixth Owners are currently in the process of agreeing a contract for the sale of the freehold in the Property at 378 Cromwell Lane with the Fifth Owners. The Fifth Owners are party to this agreement **only** for the purpose of confirming that this is the case and for no other purpose.
- (H) Between them the First Owners, Second Owners, Third Owners, Fourth Owners, Fifth Owners and Sixth Owners own all of the Development Land.

- (I) The parties have sought to have the Development Land allocated in the emerging Warwick District Council Local Plan as a preferred site for new housing development. The inclusion of the Development Land has been recently discounted by the Council due to concerns over deliverability and site access. The parties are committed to work together to enable delivery of a housing scheme on the Development Land and to resolve concerns regarding access.
- (J) If the Development Land is allocated for housing the parties will market the Development Land for sale on the open market.
- (K) Following the Sale of the Development Land, the Owners will divide the Net Sale Receipts from that Sale in accordance with the terms of this agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation in this clause apply in this agreement.

**Access Land:** the First Access Land and the Second Access Land.

**Allocation:** allocation of the Development Site in the Council's Local Plan for housing purposes.

**Buyer:** a buyer pursuant to a Sale.

**Competing Development:** a proposed development of land within the planning jurisdiction of the Council which may adversely affect or delay achieving the Objectives.

**Contract Rate:** 4% per annum above the base rate from time to time of Barclays Bank plc.

**Council:** Warwick District Council

**Deductions:** the deductions specified in clause 15.1.

**Development:** residential on the whole or a substantial part of the Development Land.

**Development Land:** the land shown edged red on the Plan parts of the freehold land owned by the Parties.

**Disposal Objectives:** all of the following:

- (a) achieving a Sale of the Development Land on the open market after Allocation and
- (b) maximising the Gross Sale Receipts from the Sale

**Disposal Strategy:** a written plan which sets out the Parties' strategy for achieving the Disposal Objectives.



**End Date:** 24 months after the date of this Agreement **OR** the date calculated in accordance with clause 10.

**Expert:** a person with at least 10 years' post-qualification experience including significant relevant experience in the subject matter of the dispute.

**First Access Land:** the land shown coloured blue on the Plan.

**Gross Sale Receipts:** all receipts from a Sale.

**Market Value:** the best price (exclusive of VAT) at which the Development Land might reasonably be expected to be sold for cash between a willing seller and a willing buyer on the date of valuation and otherwise determined in accordance with the RICS: Valuation - Professional Standards (9th edition).

**Net Sales Receipts:** the Gross Sale Receipts less the Deductions.

**Objectives:** the Disposal Objectives and the Planning Objectives.

**First Owners' Share:** the percentage of the Net Sale Receipts calculated by using the formula

$$\frac{A}{B} \times 100 = C$$

Where: A is the area in square metres of the First Owners' land comprised in the Development Land (excluding any Access Land) and B is the area in square metres comprised in the Development Land (excluding any Access Land) and C is the percentage of the Net Sales Receipts

**Second Access Land:** the land shown coloured green on the Plan on such other land as may be required as emergency vehicular access for the Development.

**Second Owners' Share:** the percentage of the Net Sale Receipts calculated by using the formula

$$\frac{A}{B} \times 100 = C$$

Where: A is the area in square metres of the Second Owners' land comprised in the Development Land (excluding any Access Land) and B is the area in square metres comprised in the Development Land (excluding any Access Land) and C is the percentage of the Net Sales Receipts

**Third Owners' Share:** the percentage of the Net Sale Receipts calculated by using the formula

$$\frac{A}{B} \times 100 = C$$

Where: A is the area in square metres of the Third Owners' land comprised in the Development Land (excluding any Access Land) and B is the area in square metres comprised in the Development Land (excluding any Access Land) and C is the percentage of the Net Sales Receipts

**Fourth Owners' Share:** the percentage of the Net Sale Receipts calculated by using the formula

$$\frac{A}{B} \times 100 = C$$

Where: A is the area in square metres of the Fourth Owners' land comprised in the Development Land (excluding any Access Land) and B is the area in square metres comprised in the Development Land (excluding any Access Land) and C is the percentage of the Net Sales Receipts

**Sixth Owners' Share:** the percentage of the Net Sale Receipts calculated by using the formula

$$\frac{A}{B} \times 100 = C$$

Where: A is the area in square metres of the Sixth Owners' land comprised in the Development Land (excluding any Access Land) and B is the area in square metres comprised in the Development Land (excluding any Access Land) and C is the percentage of the Net Sales Receipts

**Planning Objectives:** all of the following:

- (a) obtaining a housing allocation in the Council's Local Plan for the Development Land as soon as reasonably practicable;
- (b) maximising so far as reasonably practicable the area within the Development Land which has the benefit of the allocation

**Planning Strategy:** a plan which sets out the Parties' strategy for achieving the Planning Objectives.

**President:** the president for the time being of RICS.

**Professional Team:** planning consultants, environmental consultants, highways consultants and any other specialist advisors or sub-consultants that may from time to time be appointed in accordance with this agreement in connection with the Development.

**Promotion Costs:** the reasonable and proper costs reasonably and properly incurred throughout the Promotion Period by the Parties with third parties not connected or associated with the Parties in connection with achieving the Objectives including:

- (a) the cost (if any) of preparing the Planning Strategy and Disposal Strategy;
- (b) the cost of implementing the Planning Strategy and Disposal Strategy;
- (c) the cost of making and pursuing any representation or objection in accordance with clause 4;
- (d) the fees of the Professional Team;
- (e) all legal, surveyors' and selling agents' fees, commission and disbursements incurred by the Parties in relation to any Sale;
- (f) any costs incurred in acquiring a third party interest;

- (g) any VAT on any of the items specified in this definition (other than VAT which is recoverable by the Promoter);
- (h) all costs and expenses reasonably and properly incurred by the Parties in respect of any Statutory Agreement;

But not including the costs incurred by any party in perfecting the title to its land within the Development Land (e.g. by having to insure against restrictive covenants or release rights of way or light) or other such encumbrances or in securing vacant possession.

**Promotion Period:** the period from and including the date of this agreement to and including the End Date (as extended).

**RICS:** Royal Institution of Chartered Surveyors.

**Sale:** a Sale of the freehold interest in the Development Land.

**Successful Party:** A Party who owns the freehold of land within the Development Land that is Allocated either wholly or partially.

**Unsuccessful Party:** A Party who owns the freehold of land within the Development Land that is not Allocated either wholly or partially.

**VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

**VATA 1994:** the Value Added Tax Act 1994.

**Working Day:** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.2 The rules of interpretation in this clause apply in this agreement.
- 1.3 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.4 Except where a contrary intention appears, a reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A **person** includes a corporate or unincorporated body.

1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.9 Any reference to a 'party' includes all parties to this agreement other than the Fifth Owner and references to a party will be to any one of the parties.

## **2. OBJECTIVES**

The Parties agree to use their reasonable endeavours to achieve the Objectives as soon as reasonably practicable after the date of this agreement.

## **3. NOT TO PROMOTE COMPETING DEVELOPMENTS**

During the Promotion Period, no Party shall promote through the planning process or be connected or associated in any way with any Competing Development.

## **4. REPRESENTATIONS AND OBJECTIONS**

4.1 If during the Promotion Period there is an opportunity to make a representation or objection in relation to:

- (a) a draft development plan document if such representation or objection would assist in achieving the Objectives;
- (b) a proposed allocation in a draft development plan document of a Competing Development; or
- (c) a planning application for a Competing Development

the Parties will meet to agree a proposed cause of action.

4.2 The Parties will act reasonably in agreeing when and whether to:-

- (a) make an appropriate objection or representation to the person or authority responsible for:
  - (i) producing the draft development plan document;
  - (ii) determining the allocation in the draft development plan document of any Competing Development; or
  - (iii) determining the planning application for the Competing Development; and
- (b) use reasonable endeavours to pursue the objection or representation in order to achieve the Objectives.

4.3 In complying with its obligations under clause 4.1 and clause 4.2, the Parties shall have due regard to:

- (a) the Objectives;
- (b) the Planning Strategy; and
- (c) national, regional and local planning policies.

**5. APPOINTMENT OF PROFESSIONAL TEAM**

If a member of a Professional Team is to be appointed in relation to the Objectives the Parties will agree the terms of such appointment and the proposed charges in advance of the appointment.

**6. PLANNING STRATEGY**

6.1 If required to achieve the Objectives the Parties will agree a Planning Strategy.

6.2 In preparing the draft Planning Strategy, the Parties shall:

- (a) have regard to:
  - (i) the Objectives; and
  - (ii) national, regional and local planning policies.
- (b) address (without limitation):
  - (i) the method the Parties will use to achieve the Planning Objectives;
  - (ii) the timetable and cost of achieving the Planning Objectives;
  - (iii) the members of the Professional Team to be appointed to achieve the Planning Objectives, their fees and the timetable for entering into the professional appointments; and
  - (iv) whether any third party interests are reasonably required to achieve the Planning Objectives and, if so, the proposed terms and method, timetable and cost of procuring such third party interests.

6.3 The Parties will act reasonably in agreeing and thereafter implementing the Planning Strategy.

**7. VARIATIONS TO PLANNING STRATEGY**

From time to time, if reasonably required to achieve the Objectives, the Parties shall prepare variations to the Planning Strategy for approval in writing by the Parties (such approval not to be unreasonably withheld or delayed).



## **8. ACCESS**

The Parties acknowledge that it is the intention of the First Owners and Sixth Owners to acquire at their own cost the freehold of 378 Cromwell Lane (being the First Access Land and part of the Development Land) for the purpose of providing access into the Development Land. The Fifth Owner confirms that it is in negotiations with the First and Sixth Owners for such acquisition.

## **9. REPORTING AND MEETINGS**

9.1 The Parties shall:

- (a) not less frequently than once every two weeks (or as otherwise agreed) meet to report on and discuss the progress in achieving the Objectives;
- (b) from time to time provide such information as may be reasonably required to assist in achieving the Objectives; and
- (c) have due regard to reasonable representations made by each other and any Professionals that are appointed.

9.2 The Parties shall promptly make available to each other and the Owner's Surveyor copies of all correspondence (including accompanying plans and other documents) relevant to achieving the objectives including correspondence between them and:

- (a) the Council;
- (b) the planning authorities;
- (c) the highway authority;
- (d) service undertakers; and
- (e) other local residents.

9.3 The Parties shall give notice of any meetings of which they become aware to be held with:

- (a) the Council;
- (b) the planning authorities;
- (c) the highway authority;
- (d) service undertakers; and
- (e) other local residents

and shall give each other an opportunity to attend.

**10. EXTENSIONS TO THE END DATE**

If on the End Date the Objectives are reasonably likely to be achieved within the next 6 months the Parties hereby agree that the End Date will be extended by a further 6 months to enable the Objectives to be achieved.

**11. TERMINATION AFTER THE END DATE**

If the Objectives have not been achieved by the End Date as extended under clause 10 any party to this agreement may terminate this agreement after the End Date on written notice to each of the others.

**12. THIRD PARTY INTERESTS**

12.1 If reasonably required to achieve the Objectives or facilitate the Development, a Party may (with the approval in writing of the other Parties) procure any third party interest.

**13. DISPOSAL STRATEGY**

13.1 Within 12 weeks after the Allocation the Parties shall agree a Disposal Strategy.

13.2 In agreeing the Disposal Strategy, the Parties shall:

- (a) have due regard to:
  - (i) the Objectives;
  - (ii) the current and anticipated market conditions;
  - (iii) the requirements (if any) of the Allocation.
- (b) address (without limitation):
  - (i) the method, timetable and cost of providing access and services to the Development Land.
  - (ii) whether any Statutory Agreements are reasonably required to achieve the Disposal Objectives or facilitate the Development and, if so, the proposed terms and method, timetable and cost of procuring such Statutory Agreements;
  - (iii) whether any third party interests are reasonably required to achieve the Disposal Objectives or facilitate the Development and, if so, the proposed terms and method, timetable and cost of procuring such third party interests;
  - (iv) the proposed sale price for the Development Land;
  - (v) the proposed method, timetable and cost of the marketing campaign; and

- (vi) the selling agents and firm of solicitors to be employed by the Parties in relation to the Sale and their fees, commission and disbursements

13.3 The Parties shall implement the Disposal Strategy as soon as practicable following its agreement.

13.4 From time to time, if reasonably required to achieve the Objectives, the Parties may agree to variations to the Disposal Strategy.

#### **14. SALE**

14.1 The Parties shall seek the best financial offer for the Development Land from a Buyer who is:

- (a) a genuine bidder acting in good faith;
- (b) not connected or associated with any of the Parties; and
- (c) capable of completing (and likely to complete) on the completion date to be agreed for the Sale.

14.2 No Party shall be obliged to accept any financial offer for the Development Land and each Party shall have an absolute discretion as to whether it enters into any Sale.

14.3 If a Party agrees to a Sale it shall co-operate with the others and use reasonable endeavours to procure completion of the Sale as soon as reasonably practicable.

14.4 On completion of each Sale, the relevant Party shall provide vacant possession of its part of the Development Land.

#### **15. CALCULATION OF NET SALE RECEIPTS AND PROMOTION COSTS**

15.1 On a Sale, the Deductions shall be:

- (a) The Market Value of the freehold part of First Access Land required to facilitate access to the Development Land valued at the date of the Sale on the basis that it is a residential property and not a ransom strip, and the reasonable and proper costs (i.e. legal and surveyors fees) and Stamp Duty Land Tax incurred in acquiring the First Access Land part of 378 Cromwell Lane;
- (b) The Market Value of the Second Access land and a sum equal to the diminution in the value of any property which results from the removal from it of the Second Access Land but not any ransom value;
- (c) the Promotion Costs.

- 15.2 Immediately following completion of the Sale, the Deductions will be paid to those parties who have paid them or who are responsible for paying them or have otherwise suffered them and then the Net Sale Receipts will be distributed to the Parties as follows:
- (a) To the First Owners the First Owners' Share
  - (b) To the Second Owners the Second Owners' Share;
  - (c) To the Third Owners the Third Owners' Share;
  - (d) To the Fourth Owners the Fourth Owners' Share;
  - (e) To the Sixth Owners the Sixth Owners' Share.
- 15.3 If the whole of the Development Land is Allocated on or before the End Date then in relation to the payment of Promotion Costs the provisions of clause 15.1 will apply provided that if there is no Sale before the End Date then the Promotion Costs will be apportioned equally between the Parties and each Party will either receive or pay within 15 Working Days of the End Date the Promotion Costs or part thereof from or to another Party so as to ensure the Promotion Costs have been divided equally between the Parties.
- 15.4 If only part of the Development Land is Allocated then the Promotion Costs will be apportioned all to the Successful Parties and will be borne by them in proportion to the area in square metres of the freehold land that each own and has been Allocated in the Development Land to the whole of the area in square metres that has been Allocated within the Development Land and each Party will either receive or pay within 15 Working Days of the Allocation the Promotion Costs or part thereof from or to another Party so as to ensure the Promotion Costs have been apportioned to the Successful Parties such that the Unsuccessful Parties are reimbursed all Promotion Costs which they have paid. Following settlement of the Promotion Costs each Unsuccessful Party will cease to be a Party to this agreement and will have no further obligations or liabilities under it.
- 15.5 If no part of the Development Land is Allocated on or before the End Date then the Promotion Costs will be apportioned equally between the Parties and each Party will either receive or pay within 15 Working Days of the End Date the Promotion Costs or part thereof from or to another Party so as to ensure the Promotion Costs have been divided equally between the Parties.
- 15.6 If an Unsuccessful Party ceases to be a Party to this agreement this agreement will continue to bind the remaining Parties and the freehold land owned by such Unsuccessful Party will cease to be part of the land included within the definition of the Development Land.

**16. INTEREST**

Where a sum is required to be paid under this agreement but is not paid before or on the date the parties agreed, the party due to pay the sum shall also pay interest on that sum at the Contract Rate for the period beginning with that date and ending with the date the sum is paid (and the period shall continue after as well as before judgment). Interest shall accrue on a daily basis and be compounded quarterly.

**17. ACCOUNTS AND RECORD-KEEPING**

- 17.1 The Parties shall keep accurate records relating to the Promotion Costs and other Deductions.
- 17.2 The Parties shall make the records available for inspection upon reasonable request at any time by any other Party.
- 17.3 Within 30 Working Days after the end of each year after the date of this agreement, the Parties shall prepare a summary of the Promotion Costs for that year.

**18. ACCESS LICENCE**

Each Party grants licence for the other Parties and those authorised by them to enter their respective property at all reasonable times on reasonable notice to carry out any tests, inspections or surveys as necessary to achieve the Objectives on condition that those accessing shall cause as little disturbance and damage as possible when entering the property and immediately make good any damage caused.

**19. AGREEMENT IS PERSONAL TO THE OWNERS**

This agreement is personal to each Party. No Party may assign share or otherwise deal or part with or dispose of its interest in this agreement or any part of it (without the consent of the other Parties).

**20. DISPOSALS**

- 20.1 The Parties covenant with each other not to make any disposal (as detailed in the Law of Property Act 1925) at any time during the Promotion Period without first notifying
  - (a) the other Parties; and
  - (b) the person to whom the Disposal is being made of the terms of this Agreement.



## **21. DISPUTES**

- 21.1 Any dispute under this agreement (except a dispute relating to the formation, legal construction or interpretation of this agreement) is to be referred at any time by any party for determination by an Expert under this clause 21. A reference may be made at any time by any Party.
- 21.2 An Expert shall be appointed by agreement between the Parties in dispute. If the Parties are unable to agree an appointment of an Expert, either of them may request the appointment to be made by:
- (a) in the case a dispute relating to accounting matters, the president of the Institute of Chartered Accountants of England and Wales;
  - (b) in the case of a dispute relating to planning matters, president of the Royal Town Planning Institute; or
  - (c) in the case of a dispute relating to valuation or any other matter, the President.
- 21.3 If an appointed Expert dies, or becomes unwilling or incapable of acting then:
- (a) either Party may apply to the President to discharge the appointed Expert and to appoint a replacement Expert; and
  - (b) this clause shall apply in relation to the replacement Expert as if the first appointed Expert.
- 21.4 The Expert shall act as an expert and shall be required to prepare a written decision and provide a copy of the written decision to all Parties within a maximum of 20 Working Days of the date of Expert's appointment.
- 21.5 The Parties shall each be entitled to make initial written submissions to the Expert and provide a second round of reply submissions and shall provide (or procure that others provide) the Expert with the assistance and documents that the Expert reasonably requires to reach a decision.
- 21.6 The Expert's written decision shall be final and binding in the absence of manifest error or fraud.
- 21.7 The costs of the Expert shall be borne equally by the Parties in dispute or in such different proportion as the Expert shall direct and shall not form part of the Promotion Costs.

**22. TERMINATION ON BREACH OR BANKRUPTCY**

Any Party may terminate this agreement (which will be without prejudice to any antecedent breach by any Party) by notice to all other Parties if any of the following events occur:

- (a) Any Party is in breach of any of its obligations in this agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from another Party; or
- (b) If a Party has a bankruptcy order made against them;

**23. VAT**

23.1 Each amount stated to be payable by either party to the other party under or pursuant to this agreement is exclusive of VAT (if any).

23.2 If VAT is chargeable on any supply made under or pursuant to this agreement, the recipient of the supply shall, subject to receipt of a valid VAT invoice, pay the supplier an amount equal to that VAT as additional consideration on the date that the supply is made.

**24. NO PARTNERSHIP**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties.

**25. ENTIRE AGREEMENT**

25.1 This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between them relating to the subject matter of this agreement.

25.2 Nothing in this clause will, however, operate to limit or exclude any liability for fraud.

**26. NOTICES**

26.1 Any notice given under this agreement must be in writing and signed by or on behalf of the party giving it.

26.2 Any notice or document to be given or delivered under this agreement be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service;

Any notice or document to be given or delivered under this agreement must be sent to the relevant party at their address given at the beginning of this document or as otherwise specified by the relevant party by notice in writing to each other party.

26.3 Any notice or document given or delivered in accordance with clause 26.1, clause 26.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting;

26.4 In proving delivery of a notice or document, it will be sufficient to prove that:

- (a) a delivery receipt was signed or it was left at the address; or
- (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.

26.5 A notice or document given or delivered under this agreement shall not be validly given or delivered if sent by e-mail.

26.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **27. RIGHTS OF THIRD PARTIES**

A person who is not a party to this agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **28. GOVERNING LAW AND JURISDICTION**

28.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28.2 Subject to clause 21.1, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of

or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by Michael Edward Vernon .....

Signed by Deirdre Joy Vernon .....

Signed by Paul McTurk .....

Signed by Lorraine Ann McTurk .....

Signed by Alan Arthur Fisher .....

Signed by Valerie Doreen Fisher .....

Signed by Andrew Jones .....

Signed by Jennifer Barbara Jones .....

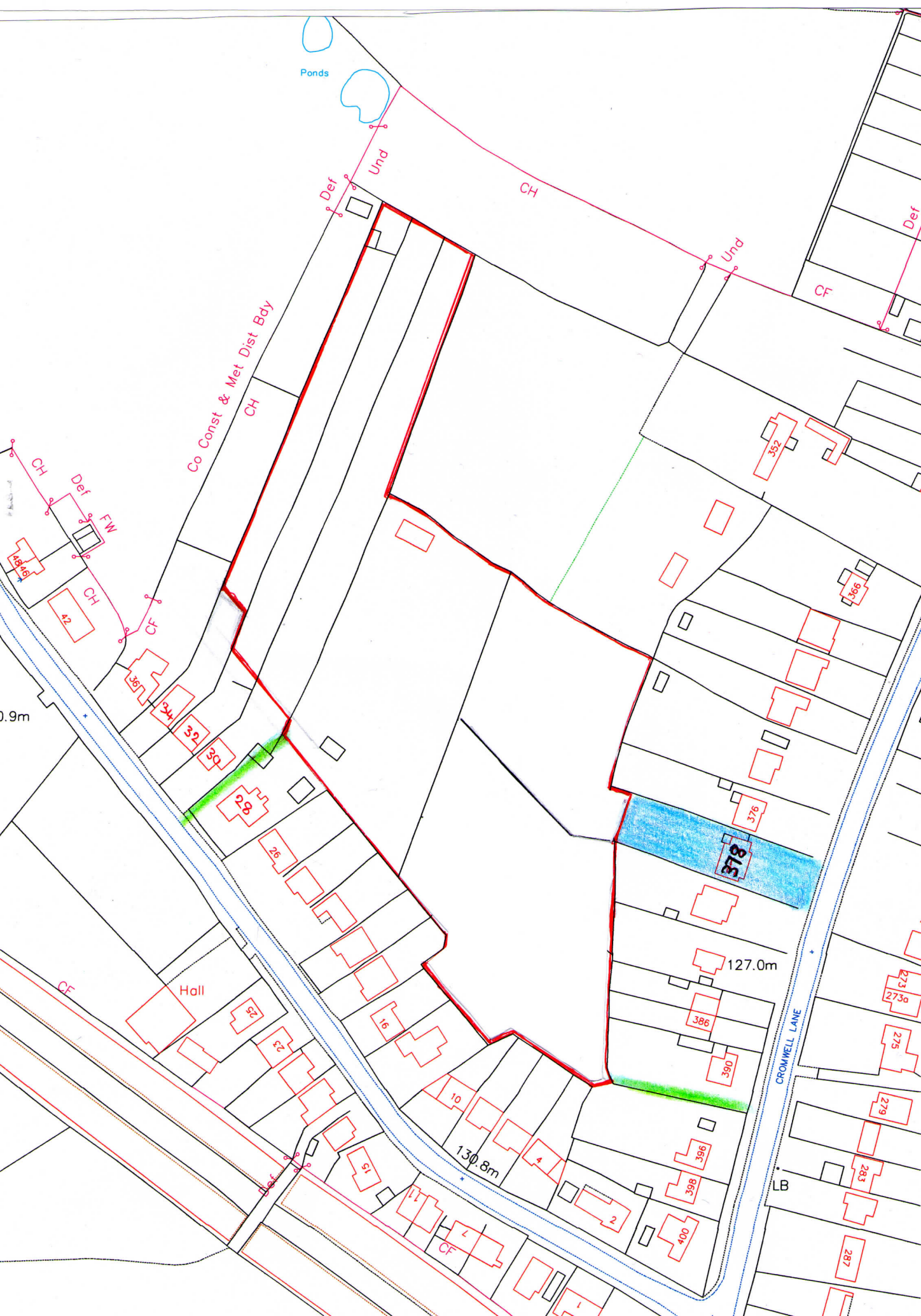
Signed by Roger Arthur Bolland .....

Signed by Ann Bolland .....

Signed by Paul Thornton .....

Signed by Sandra Joy Thornton .....





## REQUEST FOR PRE-APPLICATION ADVICE



**Warwickshire  
County Council**

This form should be returned to:

Development Management, Sustainable Communities, Warwickshire County Council,  
PO BOX 43, Shire Hall, Warwick, CV34 4SX

Applicant Contact Details		Agent Contact Details				
Name	PAUL THORNTON	Name				
Company		Company				
Address	390 CHOMWELL LANE	Address				
Postcode	CV8 1PL	Post Code				
Tel No.	02476 462927	Tel No.	0187711 698915			
Email	paul.thornton@	Email	dolores.org.uk			
Preferred Contact		Preferred Contact				
<b>Development Site Address</b>						
Land to rear of houses Hodgetts Lane + Cromwell Lane						
<b>Description of Development proposal:</b>						
Residential development						
<b>District / Borough Council</b>	Stratford	Warwick	Rugby	Nuneaton & Bedworth	North Warks	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ADVICE REQUIRED (Please tick to confirm advice required)	<b>CATEGORY OF PROPOSAL</b>					
	A	B	C	D	E	F
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ATTACHED INFORMATION</b>						
<input checked="" type="checkbox"/>	A site location plan (scale 1:1250) with site extents indicated	<input type="checkbox"/>	Reference to supporting national, regional and local planning documents and policies			
<input checked="" type="checkbox"/>	Schedule of existing uses, including planning history with reference numbers <i>see letter</i>	<input type="checkbox"/>	Parking strategy, including provision for all forms of transport			
<input checked="" type="checkbox"/>	Description, (including site layout plans) of the proposed development and use classes	<input type="checkbox"/>	Relevant data collected to date			
<input checked="" type="checkbox"/>	Summary of reasons supporting site access/highway works proposals, in plan (scale 1:200 or similar) with achievable visibility splays indicated	<b>For Category D - F proposals</b>				
<input checked="" type="checkbox"/>	Stage 1 Road Safety Audit (if required) of proposed highway works and designers response with amended plans	<input type="checkbox"/>	Information related to any necessary Transport Statement/Assessment			
<input checked="" type="checkbox"/>	Location plan of key services indicating locations of education, employment, food retail, non-food retail and health care facilities	<input type="checkbox"/>	Proposed trip rates supported with TRICS outputs and site selection methodology			
		<input type="checkbox"/>	Proposed traffic growth factors supported with NTEM/TEMPO growth factors and methodology			
<b>Declaration</b>						
I (the undersigned hereby request the views of Warwickshire County Council on the pre-application proposal and agree to pay the fee for this service. I also agree to pay any additional sums arising from the service as detailed in the pre-application charging document						
Signed	<i>[Signature]</i>		Print Name	PAUL THORNTON		
Date	20/1/14					



20 January 2013

Highway Control Team  
Planning and Development Group  
Environment and Economy  
PO Box 43  
Shire Hall  
Warwick  
CV34 4SX

390 Cromwell Lane  
Burton Green  
Kenilworth  
Warwickshire  
CV8 1PL

Phone 024 7646 2927  
Mobile 07711 698918

Email [paulthornton@doctors.org.uk](mailto:paulthornton@doctors.org.uk)

Dear Sirs,

**Pre-application advice for development: Hodgetts Lane/Cromwell Lane, Burton Green**

Please find enclosed completed application form in respect of the development of land submitted on behalf of ourselves and a small number of neighbours.

This site has previously been commented on by the Highway Control Team as part of the Local Plan consultation in respect of Village Housing Options and Settlement Boundaries being undertaken by Warwick District Council. This site is Burton Green option number 7 in the consultation document and I enclose a copy of the relevant section.

There were a number of misunderstandings made in the evaluation of our site which we are able to correct in our consultation response and we are pursuing development approval.

It is a wholly residential development of 1.98 hectares (4.9 acres). The number of dwellings is to be determined as part of the consultation process but it is anticipated that this will be less than 50 dwellings. Illustrative plot layouts have been provided demonstrating the feasibility of a range of possible plot densities.

Unfortunately, in respect of the highways assessment, when we put our land forward to Warwick District Council for consideration in this consultation, we were explicitly advised that clarification of access arrangements was not needed at that time. Clearly, without further information having been provided, your team was obliged to conclude that an access route was not apparent on our site.

Of several options available, an excellent access opportunity has been achieved through the acquisition of 378 Cromwell Lane for the project. Demolition of this property will provide a corridor of total width 20 meters that is well beyond the 5m carriageway width required by the design criteria required as set out in the Warwickshire Guide to Road Design Chapter 5<sup>1</sup>.

The lines of sight requirements, set out in the same source, for the junction of the access road with Cromwell Lane are easily fulfilled at the current speed limit. It is material that

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<sup>1</sup>[http://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6594E4EB4AF0F56A8025784C003D4AFD/\\$file/WarwickshireGuidetoRoadDesign.pdf](http://www.warwickshire.gov.uk/Web/corporate/wccweb.nsf/Links/6594E4EB4AF0F56A8025784C003D4AFD/$file/WarwickshireGuidetoRoadDesign.pdf)

while both Hodgetts Lane and Cromwell Lane currently carry a 40mph speed limit, the parish council was recently advised by Mr John Whitehouse, county councillor, that the intention to reduce the speed limit on both roads to 30mph has been agreed in principle and that the matter should be consulted upon in the near future. You will have greater clarification in that regard.

We are not aware of any pre-existing planning application in the plan area and the main site area is garden or recreational small holding.

It is anticipated that the parking requirements for each plot will be intrinsic to each plot, with no expectation of parking on Cromwell Lane or on the access road close to the junction.

We look forward to your consideration and would be pleased provide any further information required.

Yours sincerely,

Dr Paul Thornton



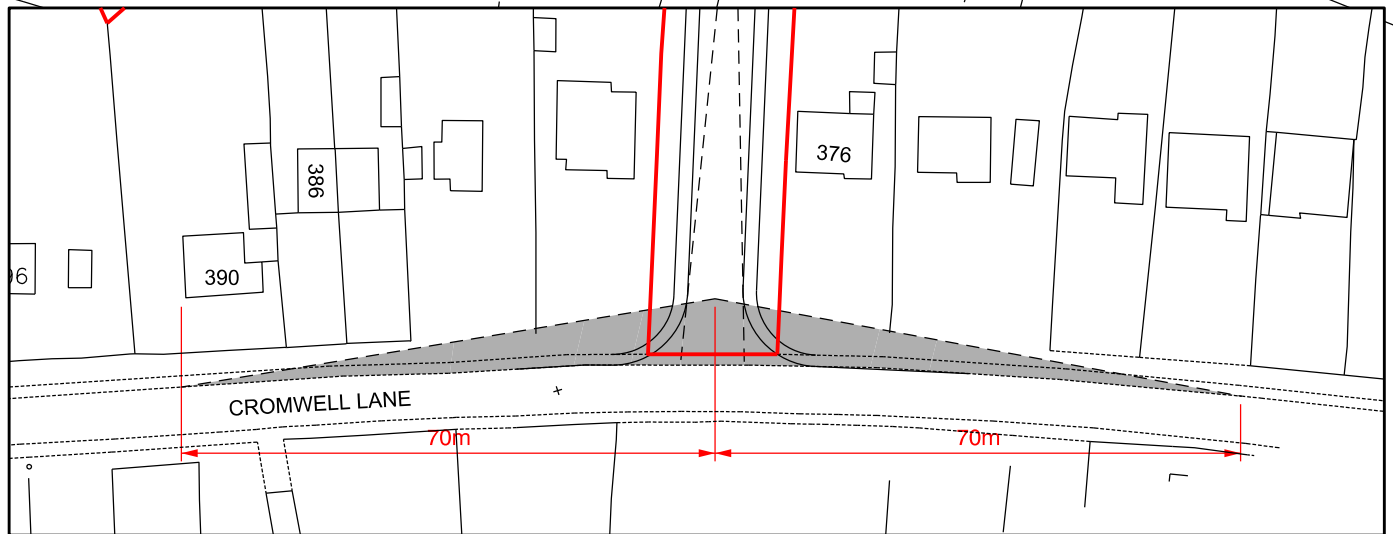
376 Cromwell Lane

Plot of  
378 Cromwell Lane

380 Cromwell Lane

Cromwell Lane

Layout of Junction subject to specialist design  
Base information is drawn from OS data and  
may not be wholly accurate



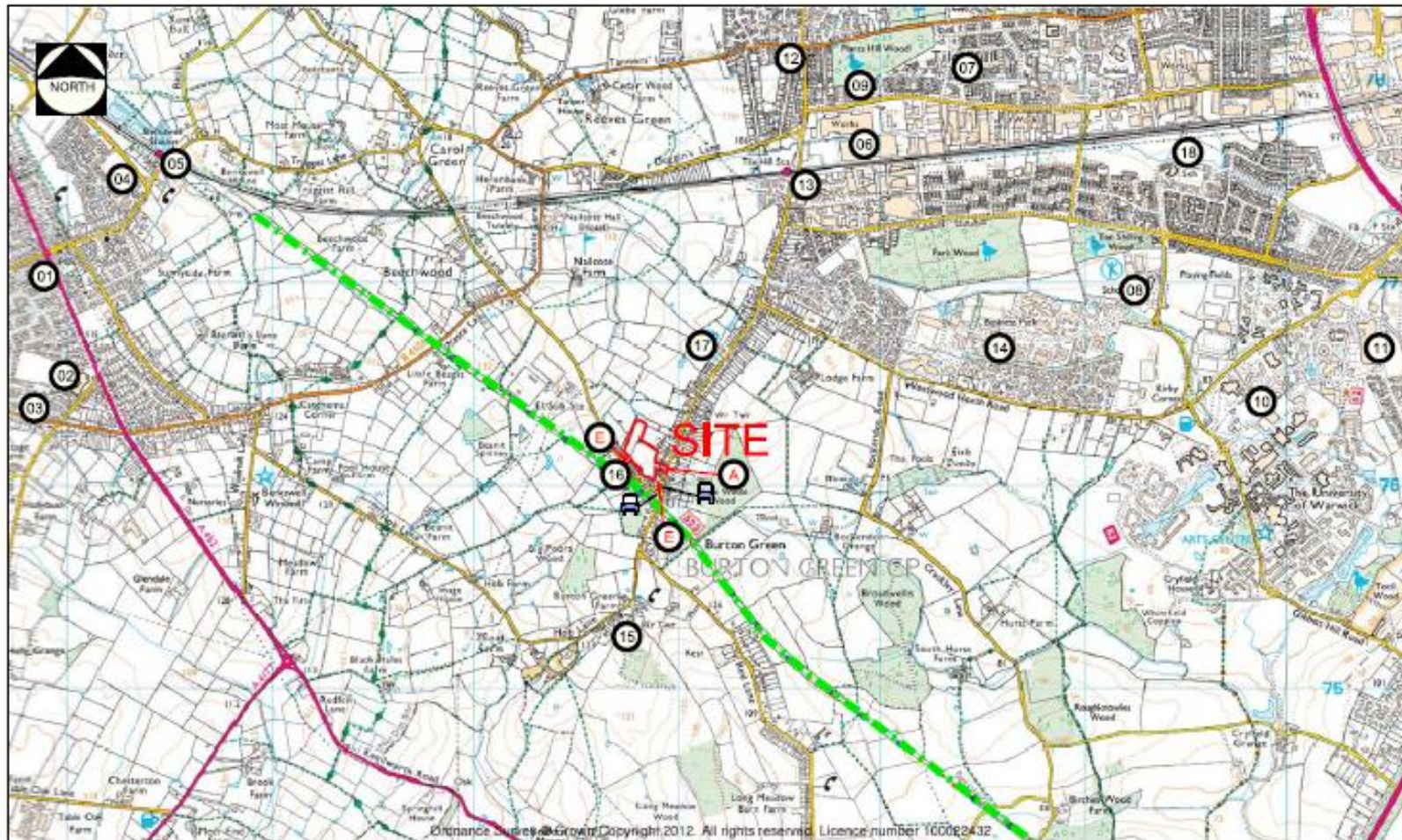
Burton Green, Coventry  
0004 - Indicative Junction onto Cromwell Lane  
Rev (1)

Scale 1:200 @A4 (and 1:1000)

**CORSTORPHINE  
+WRIGHT**

Brook Hall, Brook Street, Warwick CV34 4BL  
tel 01926 288 992 [www.corstorphine-wright.com](http://www.corstorphine-wright.com)





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Figured dimensions only to be taken from this drawing. DO NOT SCALE. All contractors must visit the site and be responsible for checking all existing dimensions and making the accuracy of any measurements prior to any manufacture or construction work.

NOTES:

- B 150114 Bus stops and access points added
- A 150114 Cycle Route added and No 16 indicated

REVISION

Client

Residents Collective

Project

Burton Green Residential

Drawing Title

Location Plan

Drawn	Checked	Size	Scale	Date
JP	PT	A3	NTS	
Project No. 1411**		Drawing No. 0002		Rev B

**CORSTORPHINE  
+WRIGHT**

Brook Hill, Brook Street, Warwick CV34 4BL  
Tel 01925 258982 www.corstorphine-wright.com

- |   |   |   |
|---|---|---|
| 01 Balsall Common Village Centre, including food retail, non-food retail & dining | 11 Canon Park Shopping Centre   | Primary access point; 378 Cromwell Lane                                 |
| 02 Heart of England Secondary School & Sixth Form College                         | 12 Tile Hill Village Centre, including food retail, non-food retail and amenities | Possible emergency access points; 390 Cromwell Lane or 28 Hodgetts Lane |
| 03 Balsall Common Primary School  | 13 Tile Hill Railway Station  | Bus Stops   |
| 04 Balsall Common Health Centre   | 14 Westwood Heath Business Park   |   |
| 05 Berkswell Railway Station  | 15 Burton Green Primary School  |   |
| 06 Torrington Avenue and Charter Avenue Industrial Estates                        | 16 Burton Green Community Centre  |   |
| 07 Tile Hill residential district   | 17 Peeping Tom Public House   |   |
| 08 The Westwood Academy Secondary School  | 18 Canley Primary School  |   |
| 09 Leigh CoE Primary School   |   |   |
| 10 Warwick University Main Campus   |   |   |
- Kenilworth to Berkswell Greenway and Sustrans Cycle Route 523





Burton Green, Coventry  
0003 - Existing Site Aerial  
Rev (A)

Scale 1:1250 @A4

**CORSTORPHINE  
+ WRIGHT**

Brook Hall, Brook Street, Warwick CV34 4BL  
tel 01926 288 992 [www.corstorphine-wright.com](http://www.corstorphine-wright.com)





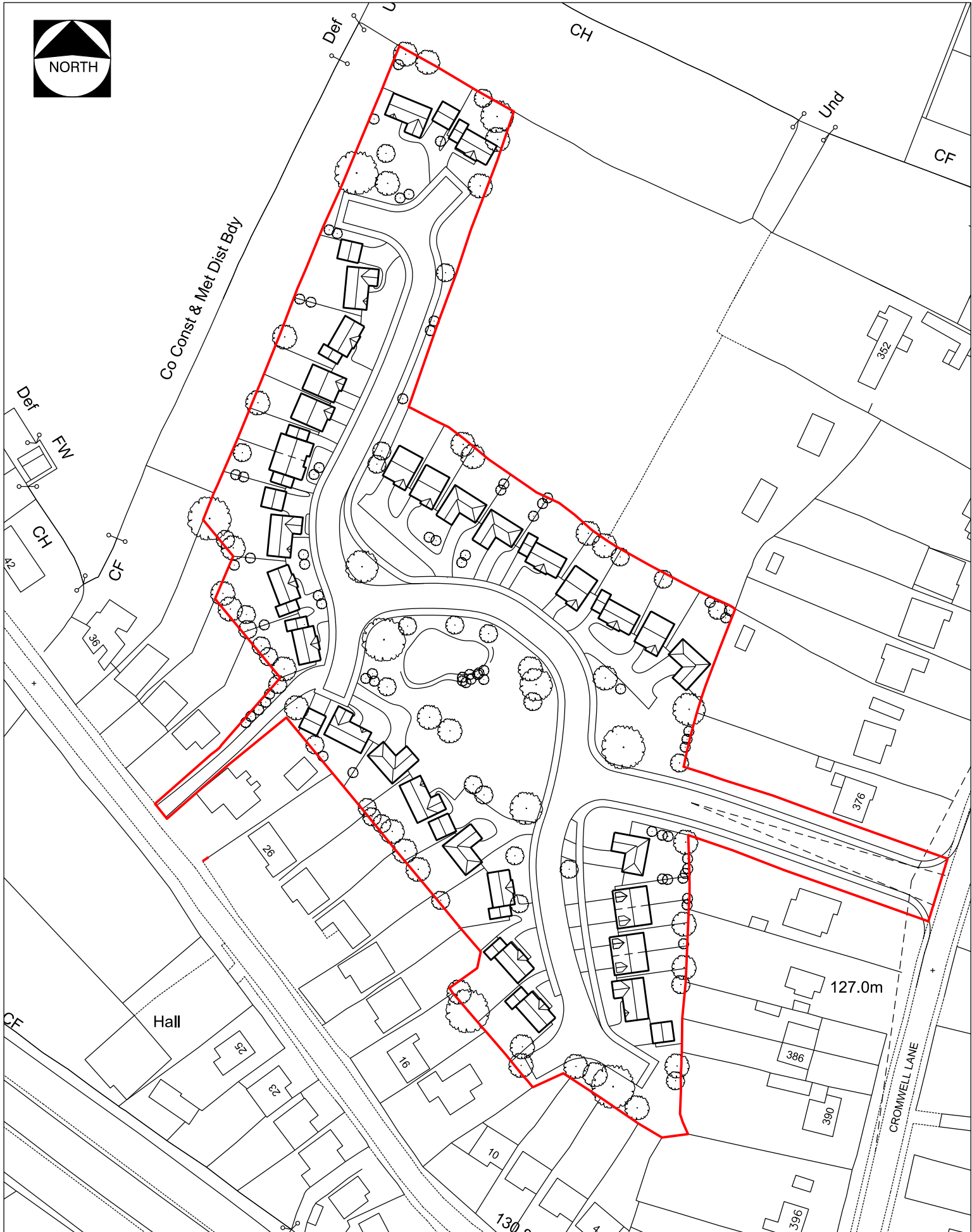
Burton Green, Coventry  
0005 - Proposed Plan Option 1  
Rev (-)

Scale 1:1250 @A4

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+WRIGHT**

Brook Hall, Brook Street, Warwick CV34 4BL  
tel 01926 288 992 [www.corstorphine-wright.com](http://www.corstorphine-wright.com)





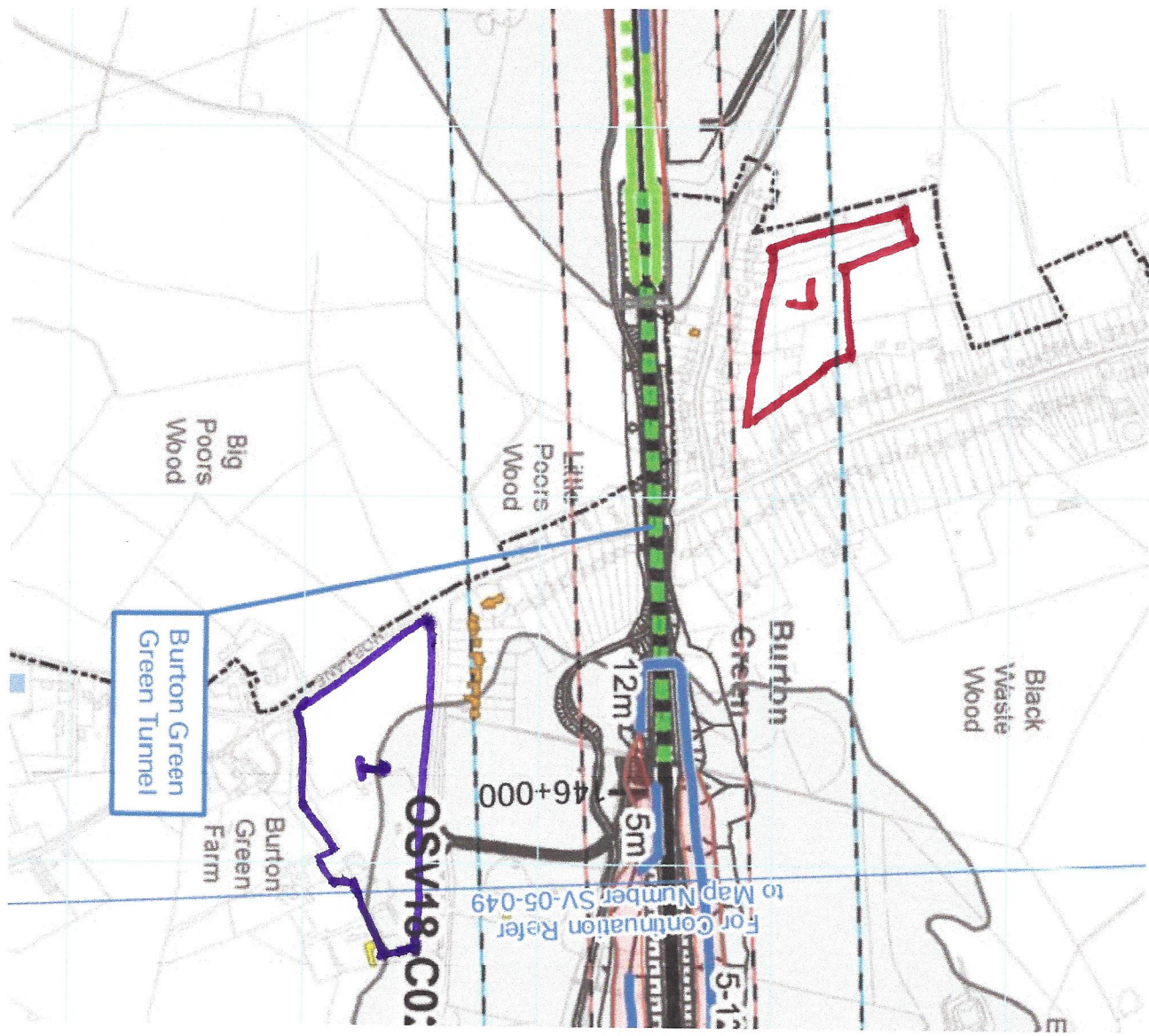
Burton Green, Coventry  
0006 - Proposed Plan Option 2  
Rev (-)

Scale 1:1250 @A4

**CORSTORPHINE  
+WRIGHT**

Brook Hall, Brook Street, Warwick CV34 4BL  
tel 01926 288 992 [www.corstorphine-wright.com](http://www.corstorphine-wright.com)

# HS2 Noise contours



Panel A	
HS2 (rail only) sound level $L_{\text{mag},T}$	< 40 dB
Night-time $L_{\text{mag},T}$ (T=23:00 to 07:00)	40 to 55 dB
Daytime $L_{\text{mag},T}$ (T=07:00 to 23:00)	> 55 dB
Residential	> 65 dB
Non-residential & quiet areas	> 50 to 65 dB
Potential noise effect <sup>1,2</sup>	< 50 dB

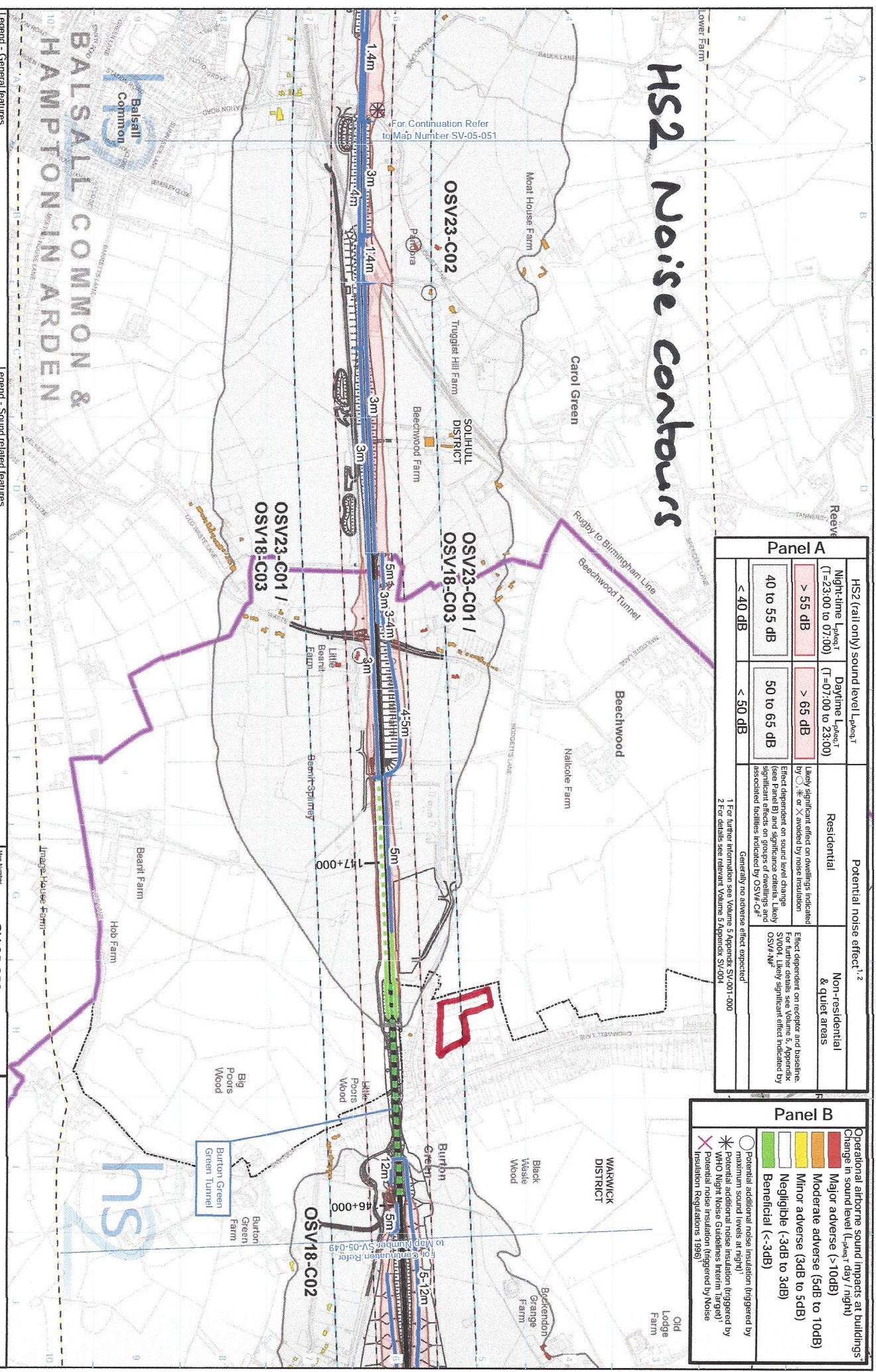
Panel B	
Operational airborne sound impacts at buildings	Major adverse (>10dB)
Change in sound level ( $L_{\text{mag},T}$ day / night)	Moderate adverse (5dB to 10dB)
	Minor adverse (3dB to 5dB)
	Negligible (-3dB to 3dB)
	Beneficial (<-3dB)
Potential additional noise insulation (triggered by WHO Night Noise Guidelines interim Target) <sup>3</sup>	Insulation Regulations 1996 <sup>1</sup>
Potential additional noise insulation (triggered by maximum sound levels at night) <sup>1</sup>	
Potential noise insulation (triggered by Noise)	

Outline of  
Marking option  
sites

- Option 7  
Hodgetts  
Kerwell
- Option 1.  
Burrow  
Mill.



# HS2 Noise contours



Panel A		Potential noise effect <sup>1,2</sup>	
HS2 (rail only) sound level $L_{Aeq,T}$		Residential	Non-residential & quiet areas
Night-time $L_{Aeq,T}$ (T=23:00 to 07:00)	Daytime $L_{Aeq,T}$ (T=07:00 to 23:00)		
> 55 dB	> 65 dB	Likely significant effect on dwellings indicated by $\odot$ , $\ast$ or $\times$ avoided by noise insulation	Effect dependent on receptor and baseline. For further details see Volume 5, Appendix S0004. Likely significant effect indicated by OSV18-C03
40 to 55 dB	50 to 65 dB		
< 40 dB	< 50 dB	Generally no adverse effect expected	

Panel B	
Operational airborne sound impacts at buildings <sup>3</sup> Change in sound level ( $L_{Aeq,T}$ day / night)	
Major adverse (> 10dB)	Moderate adverse (5dB to 10dB)
Minor adverse (3dB to 5dB)	Negligible (-3dB to 3dB)
Beneficial (< -3dB)	
<ul style="list-style-type: none"> <li>○ Potential additional noise insulation (flagged by red outline)</li> <li>✱ Potential additional noise at night (flagged by red outline)</li> <li>✱ WHO Night Noise Guidelines (flagged by red outline)</li> <li>✱ Potential noise insulation (flagged by red outline)</li> <li>✱ Insulation Regulations (1989)</li> </ul>	

**Legend - General features**

- Route in bored tunnel
- Route in green tunnel
- Route on surface
- Depot, station, headhouse or portal building
- Community forum building
- District/borough boundary
- County boundary

**Legend - Sound related features**

- Engineering earthworks: Non engineering earthworks
- Committed developments (labelled as CFA1/A)
- Envisaged mitigation to avoid / reduce significant noise effects: Landscaping and/or fence barriers
- Engineering e.g. cuttings (green tunnels separately marked)
- Envisaged measures further reducing noise effects: Other environmental e.g. landscaping

**Map Number** SV-05-050a

**Operational Noise and Vibration Impacts and Likely Significant Effects**

Community Forum Area CFA18: Stoneleigh, Kenilworth & Burton Green

**Scale at A3: 1:10,000**

**Date: 29/10/13**

**Legend - Sound related features**

- Aliborne sound study area
- Ground-borne sound & vibration study area (residential and non-residential)
- Ground-borne sound & vibration study area (highly sensitive non-residential)
- Minor ground-borne noise or vibration impact

**Map Name** Operational Noise and Vibration Impacts and Likely Significant Effects

**Registered in England** Registered number 0937466

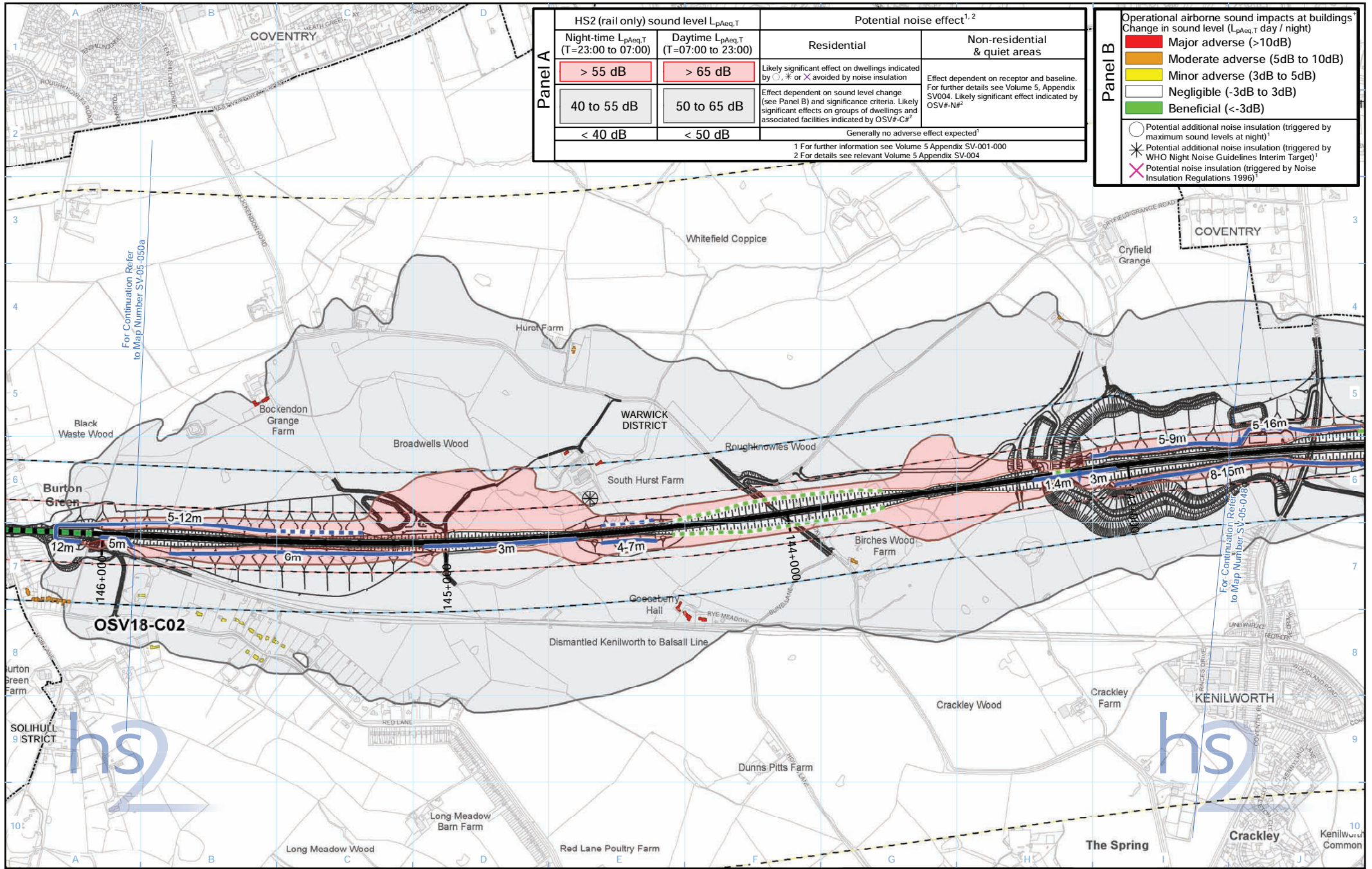
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**Document Number** C230-APP-EV-VMP-000-000011





HS2 (rail only) sound level $L_{pAeq,T}$		Potential noise effect <sup>1,2</sup>	
Night-time $L_{pAeq,T}$ (T=23:00 to 07:00)	Daytime $L_{pAeq,T}$ (T=07:00 to 23:00)	Residential	Non-residential & quiet areas
> 55 dB	> 65 dB	Likely significant effect on dwellings indicated by ○, * or X avoided by noise insulation	Effect dependent on receptor and baseline. For further details see Volume 5, Appendix SV004. Likely significant effect indicated by OSV#-N#
40 to 55 dB	50 to 65 dB	Effect dependent on sound level change (see Panel B) and significance criteria. Likely significant effects on groups of dwellings and associated facilities indicated by OSV#-C#	
< 40 dB	< 50 dB	Generally no adverse effect expected <sup>1</sup>	
<sup>1</sup> For further information see Volume 5 Appendix SV-001-000 <sup>2</sup> For details see relevant Volume 5 Appendix SV-004			

**Panel B**

Operational airborne sound impacts at buildings\*  
Change in sound level ( $L_{pAeq,T}$  day / night)

- Major adverse (>10dB)
- Moderate adverse (5dB to 10dB)
- Minor adverse (3dB to 5dB)
- Negligible (-3dB to 3dB)
- Beneficial (<-3dB)

○ Potential additional noise insulation (triggered by maximum sound levels at night)<sup>1</sup>

\* Potential additional noise insulation (triggered by WHO Night Noise Guidelines Interim Target)<sup>1</sup>

✕ Potential noise insulation (triggered by Noise Insulation Regulations 1996)<sup>1</sup>

- Legend - General features**
- Route in bored tunnel
  - Route in green tunnel
  - Route on surface
  - Depot, station, headhouse or portal building
  - Community forum boundary
  - District/Borough boundary
  - County boundary

- Engineering earthworks:**
- Embankment
  - Cutting
- Non engineering earthworks:**
- Embankment
  - Cutting
- \* Residential buildings only  
\* Labelled with total barrier height above rail level

- Legend - Sound related features**
- Committed developments (labelled as CFA#/#)
  - Envisaged mitigation to avoid / reduce significant noise effects: Landscaping and/or fence barriers\*
  - Envisaged measures further reducing noise effects: Other environmental e.g. landscaping
  - Engineering e.g. cuttings

- Airborne sound study area
- Ground-borne sound & vibration study area (residential and non-residential)
- Ground-borne sound & vibration study area (highly sensitive non-residential)
- Minor ground-borne noise or vibration impact\*

Map Number: **SV-05-049**

Map Name: **Operational Noise and Vibration Impacts and Likely Significant Effects**

Community Forum Area CFA18:  
Stoneleigh, Kenilworth & Burton Green

**hs2**

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Registered office: Eland House, Bressenden Place, London SW1E 5DU

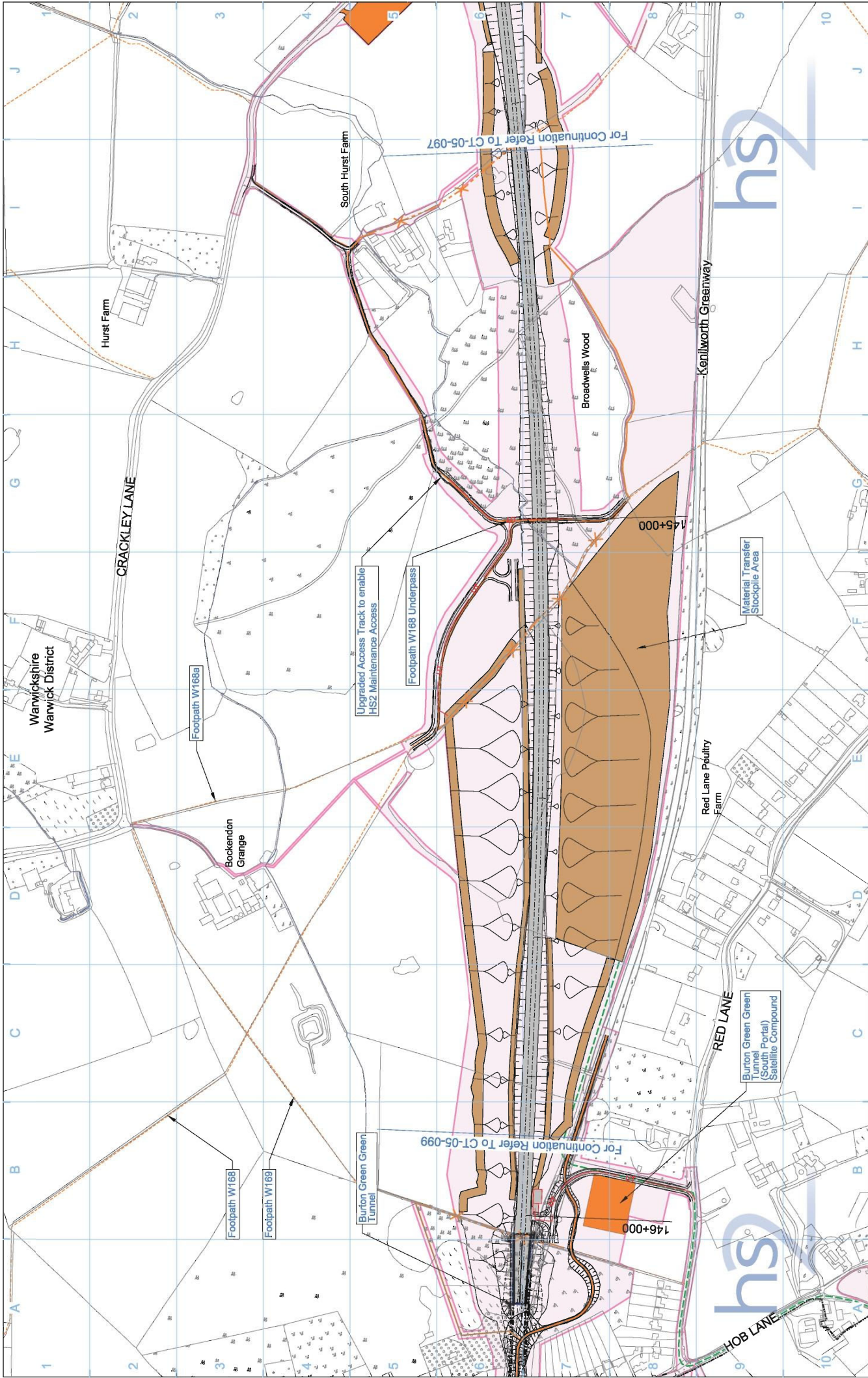
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Doc Number: C250-ARP-EV-MAP-000-004010

Date: 29/10/13





**Legend**

- Depot, station, headhouse or portal building
- Tunnel portal
- Main construction compound
- Satellite construction compound
- Temporary material stockpile
- Rail alignment formation
- Landscape earthworks
- Engineering earthworks
- County boundary
- Borough / District boundary
- Land potentially required during construction
- Community forum boundary
- Existing watercourse
- Tunnels external extent
- Construction traffic route
- Existing public right of way (PROW)
- New, diverted or realigned PROW
- Stopped-up PROW
- Temporary PROW diversion / realignment
- Temporary highway diversion / realignment
- Main utility works
- Chainage (e.g. 10+000)
- Rail alignment

**Map Number**  
**Map Name**  
**CT-05-098**  
**Construction Phase**

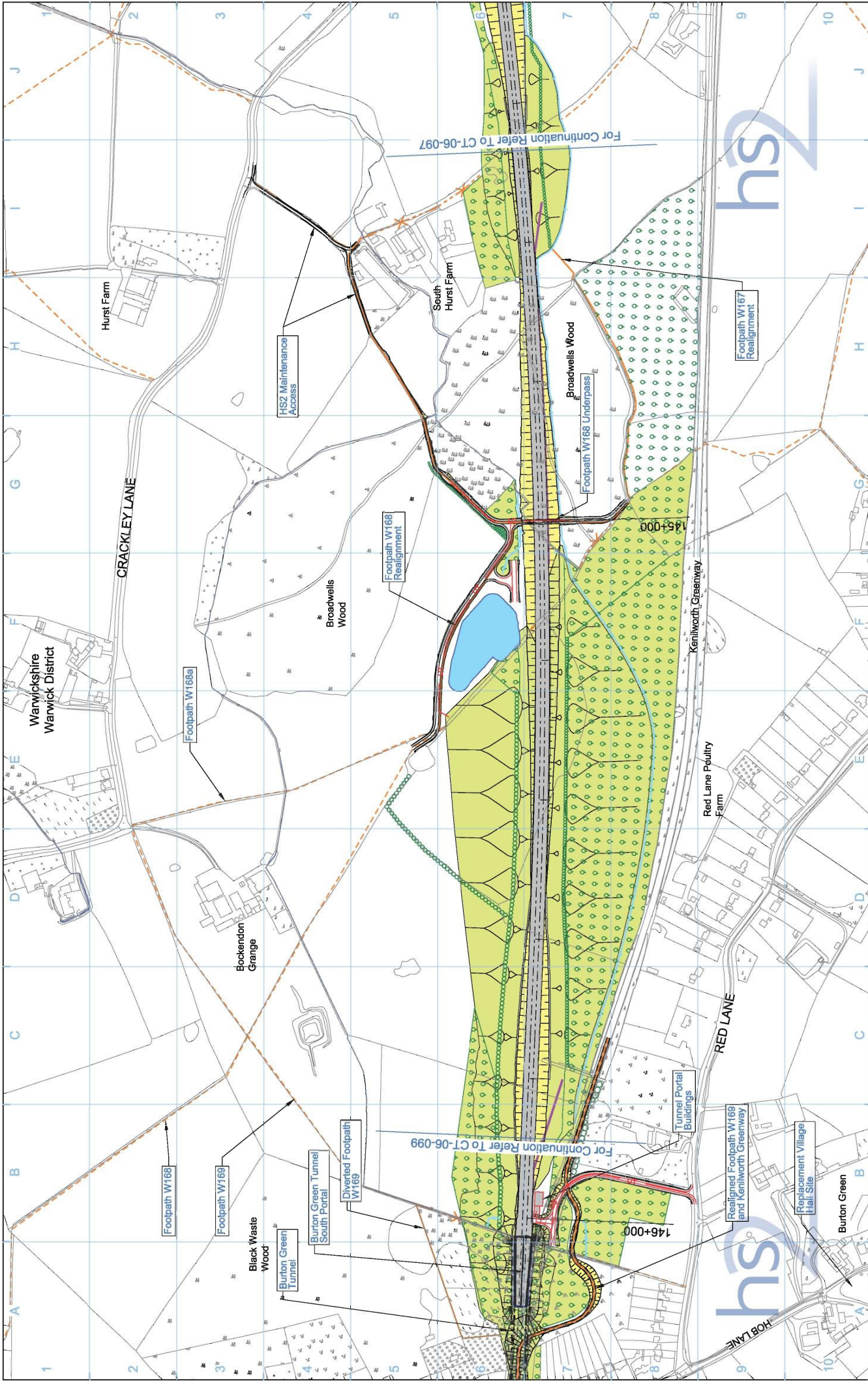
**Community Forum Area**  
 Stoneleigh, Kenilworth and Burton Green

**Scale at A3: 1:5,000**  
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 Metres

**HS2** (no responsibility for any inaccuracies, which arise in consequence of the information, which is amended or abbreviated or if it is issued in part or issued incomplete in any way.)  
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**P03**  
**Date:** 30/10/13





**Legend**

- Depot, station, headhouse or portal building
- Tunnel portal
- Electricity substation
- Land drainage area
- Ecological mitigation pond
- Balancing pond
- Replacement floodplain storage
- Woodland habitat creation
- Wetland habitat creation
- Grassland habitat creation
- Landscape mitigation planting (scrub / woodland)
- Grassed areas
- Sustainable placement
- Public realm
- Engineering earthworks
- Landscape earthworks
- Rail alignment formation
- Returned to suitable development use
- County boundary
- Borough / District boundary
- Community forum boundary
- Watercourse diversion
- Existing watercourse
- Ditches - new
- Hedgerow habitat creation
- Main utility works
- Existing public right of way (PRoW)
- New, diverted or realigned PRoW
- Stopped-up PRoW
- Tunnels external extent
- Rail alignment
- HS2 Access road
- Noise fence barrier
- Chainage (e.g. 10+000)

**CT-06-098**  
Proposed Scheme

Map Number: CT-06-098  
Map Name: Stoneleigh, Kenilworth and Burton Green

Community Forum Area: CFA18  
Stoneleigh, Kenilworth and Burton Green

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Registered office: Elton House, Embsay Place,  
Leeds LS16 5DU

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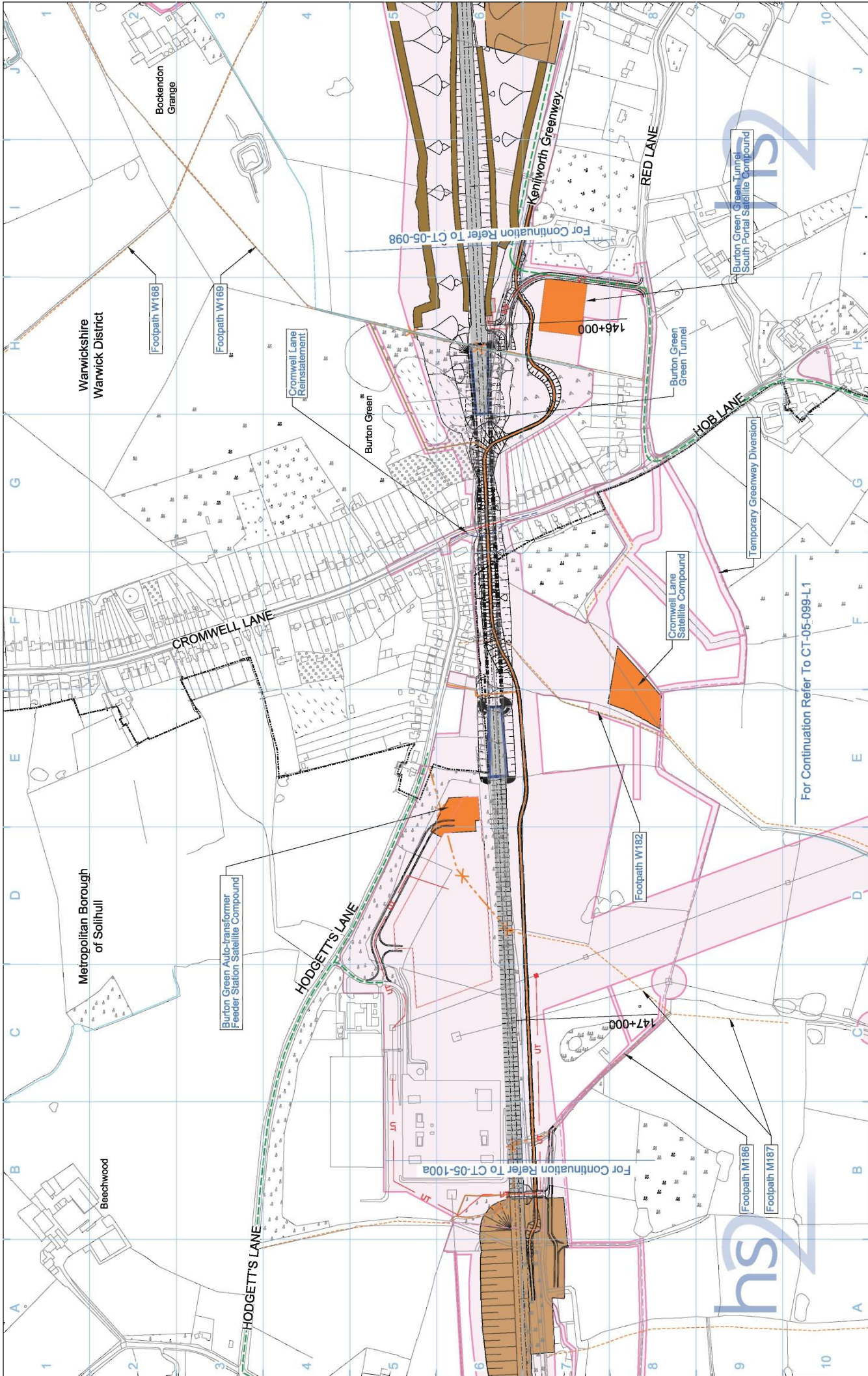
HS2 is a service mark of HS2 Limited, which  
uses its name in connection with its infrastructure, which  
includes the construction, operation and use of the railway  
infrastructure in any way.

Scale at A3: 1:5,000

0 50 100 150 200 250  
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Dec Number: C223-CSI-EV-DPL-030-6-19700 P04 Date: 28/10/13





**Legend**

- Depot, station, headhouse or portal building
- Tunnel portal
- Main construction compound
- Satellite construction compound
- Temporary material stockpile
- Rail alignment formation
- Landscape earthworks
- Engineering earthworks
- County boundary
- Borough / District boundary
- Land potentially required during construction
- Community forum boundary
- Existing watercourse
- Tunnels external extent
- Construction traffic route
- Existing public right of way (PROW)
- New, diverted or realigned PROW
- Stopped-up PROW
- Temporary PROW diversion / realignment
- Temporary highway diversion / realignment
- UT - Main utility works
- Chainage (e.g. 10+000)
- Rail alignment

**CT-05-099**  
Construction Phase

Map Name  
Community Forum Area  
Stoneleigh, Kenilworth and Burton Green

Map Number  
CFA18  
Stoneleigh, Kenilworth and Burton Green

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Scale at A173: 1:7,482,887,937,950,086,221,391,747,496,594,190,190,990,990,400,000

Scale at A174: 1:14,965,775,875,900,172,442,783,494,992,380,380,381,981,980,800,000

Scale at A175: 1:29,931,551,751,800,344,885,566,989,984,760,760,763,963,961,600,000

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Scale at A200: 1:1,004,336,217,910,265,631,958,861,736,936,128,128,210,808,363,200,000

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Scale at A205: 1:32,138,758,973,128,500,222,681,575,577,936,4096,4096,2745,862,400,000

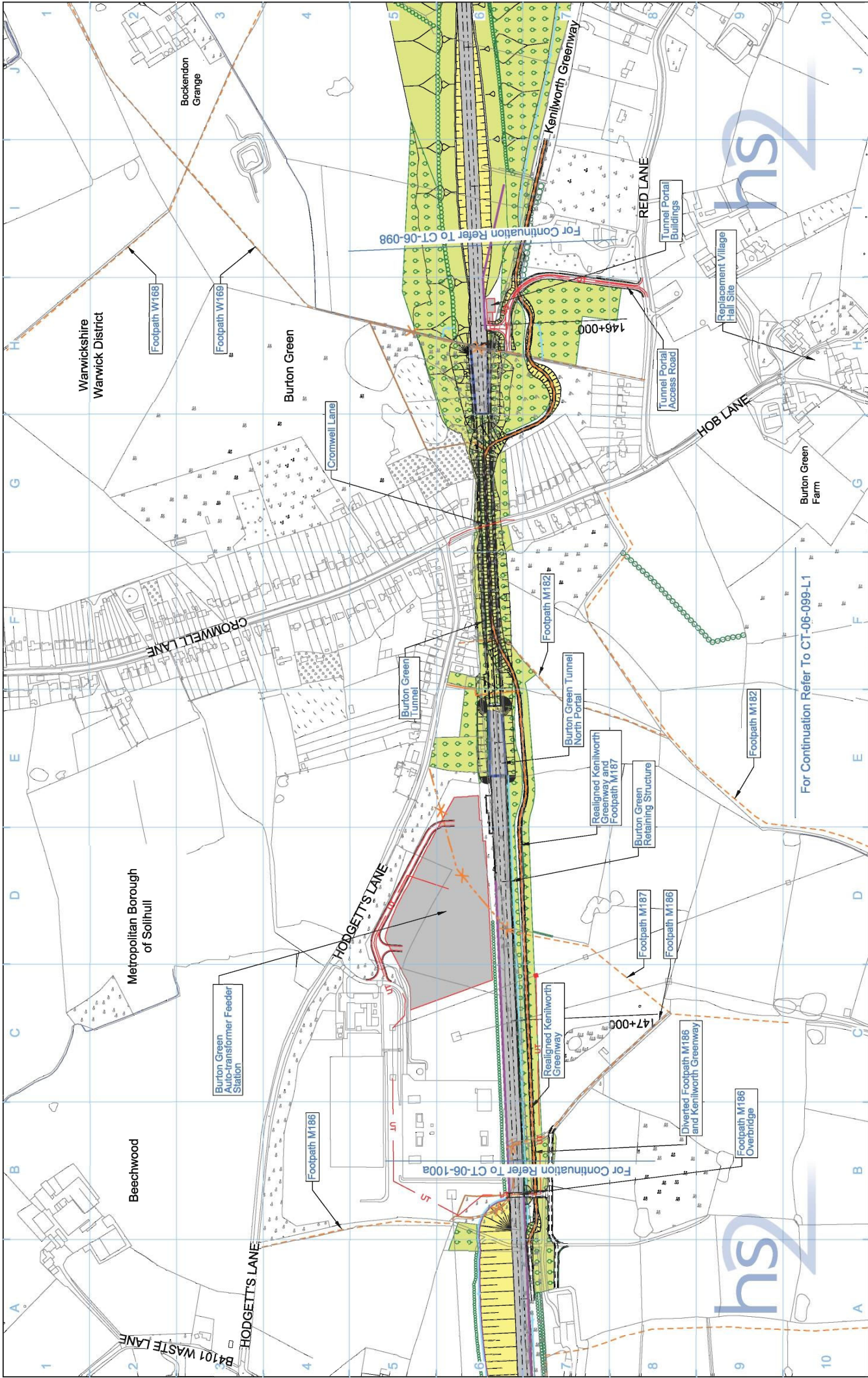
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Scale at A208: 1:257,110,071,785,028,001,781,452,604,604,14768,14768,21966,998,400,000

Scale at A209: 1:514,





**Legend**

- Depot, station, headhouse or portal building
- Tunnel portal
- Electricity substation
- Land drainage area
- Ecological mitigation pond
- Balancing pond
- Replacement floodplain storage
- Woodland habitat creation
- Wetland habitat creation
- Grassland habitat creation
- Landscape mitigation planting (scrub / woodland)
- Grassed areas
- Sustainable placement
- Public realm
- Engineering earthworks
- Landscape earthworks
- Rail alignment formation
- Returned to suitable development use
- County boundary
- Borough / District boundary
- Community forum boundary
- Watercourse diversion
- Existing watercourse
- Ditches - new
- Hedgerow habitat creation
- Main utility works
- Existing public right of way (PRoW)
- New, diverted or realigned PRoW
- Stopped-up PRoW
- Tunnels external extent
- Rail alignment
- HS2 Access road
- Noise fence barrier
- Chainage (e.g. 10+000)

**CT-06-099**  
Proposed Scheme

Map Number: CT-06-099  
Map Name: Proposed Scheme

Community Forum Area: Stoneleigh, Kenilworth and Burton Green

CFIA 18

Dec Number: CZ23-CSI-EV-DPL-030-6-1990 P06 Date: 30/10/13

Scale at A3: 1:5,000

Scale at A1: 1:10,000

Scale at A2: 1:20,000

Scale at A4: 1:40,000

Scale at A5: 1:80,000

Scale at A6: 1:160,000

Scale at A7: 1:320,000

Scale at A8: 1:640,000

Scale at A9: 1:1,280,000

Scale at A10: 1:2,560,000

Scale at A11: 1:5,120,000

Scale at A12: 1:10,240,000

Scale at A13: 1:20,480,000

Scale at A14: 1:40,960,000

Scale at A15: 1:81,920,000

Scale at A16: 1:163,840,000

Scale at A17: 1:327,680,000

Scale at A18: 1:655,360,000

Scale at A19: 1:1,310,720,000

Scale at A20: 1:2,621,440,000

Scale at A21: 1:5,242,880,000

Scale at A22: 1:10,485,760,000

Scale at A23: 1:20,971,520,000

Scale at A24: 1:41,943,040,000

Scale at A25: 1:83,886,080,000

Scale at A26: 1:167,772,160,000

Scale at A27: 1:335,544,320,000

Scale at A28: 1:671,088,640,000

Scale at A29: 1:1,342,177,280,000

Scale at A30: 1:2,684,354,400,000

Scale at A31: 1:5,368,708,800,000

Scale at A32: 1:10,737,417,600,000

Scale at A33: 1:21,474,835,200,000

Scale at A34: 1:42,949,670,400,000

Scale at A35: 1:85,899,340,800,000

Scale at A36: 1:171,798,681,600,000

Scale at A37: 1:343,597,363,200,000

Scale at A38: 1:687,194,726,400,000

Scale at A39: 1:1,374,389,452,800,000

Scale at A40: 1:2,748,778,905,600,000

Scale at A41: 1:5,497,557,811,200,000

Scale at A42: 1:10,995,115,622,400,000

Scale at A43: 1:21,990,231,244,800,000

Scale at A44: 1:43,980,462,489,600,000

Scale at A45: 1:87,960,924,979,200,000

Scale at A46: 1:175,921,849,958,400,000

Scale at A47: 1:351,843,699,916,800,000

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Scale at A59: 1:1,441,151,794,859,212,800,000

Scale at A60: 1:2,882,303,589,718,425,600,000

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Scale at A62: 1:11,529,214,358,873,702,400,000

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Scale at A67: 1:368,934,859,483,958,476,800,000

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Scale at A76: 1:188,894,648,055,786,751,321,600,000

Scale at A77: 1:377,789,296,111,573,502,643,200,000

Scale at A78: 1:755,578,592,223,147,005,286,400,000

Scale at A79: 1:1,511,157,184,446,294,010,572,800,000

Scale at A80: 1:3,022,314,368,892,588,021,145,600,000

Scale at A81: 1:6,044,628,737,785,176,042,291,200,000

Scale at A82: 1:12,089,257,475,570,352,084,582,400,000

Scale at A83: 1:24,178,514,951,140,704,169,164,800,000

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Scale at A97: 1:396,140,788,959,489,297,107,597,583,200,000

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Scale at A100: 1:3,169,126,311,675,914,376,860,780,665,600,000





## Warwick District Strategic Housing Land Availability Assessment (SHLAA)

Office Use Only

Owners, developers and other interested parties are invited to submit details of sites with potential for housing to the Council for an initial assessment. The results of the Assessment will be used as technical evidence when the Council considers which sites to allocate in the emerging Local Plan. **The Assessment itself will not determine which sites should be allocated.**

### What sites can be included?

- Land and buildings within the urban areas of Warwick, Leamington Spa, Whitnash and Kenilworth
- Sites adjacent to Warwick, Leamington, Whitnash and Kenilworth
- Sites adjacent to the edge of Coventry but in Warwick District
- Sites within and adjacent to the built-up areas of those villages with a reasonable level of services and public transport to the towns
- Potential rural exception sites i.e. small sites for affordable housing within or immediately adjacent to rural settlements (settlement should have at least one facility e.g. shop, pub, school, village hall)

**All sites must be capable of accommodating 5 or more dwellings**

Should you have any queries on the completion of this form, or the inclusion of sites, please contact the Planning Policy Section on 01926 456330.

<b>Your Details</b> <i>(Personal details will remain confidential)</i>			
Name	Dr Paul Thornton		
Company (if applicable)			
Address	390 CROMWELL LANE BORTON GREEN, KENILWORTH		
Post Code	CV8 1PL	Telephone	02476 462927
Email Address	paulthornton@dochas.org.uk		
Are you (please tick)	Landowner Agent RSL	<input checked="" type="checkbox"/>	Developer Planning Consultant Other
If other, please specify: on behalf of self and neighbouring freeholders of the site indicated.			



<b>Site Details</b> (Site information will be in the public domain)			
Site Address	Land to rear of Hodgetts Lane + Cornwell Lane		
Site Area (hectares)	1.98	Current Use/s	Garden + Recreational Small Holdings
<b>**Please enclose a 1:1250 site plan, showing the boundaries of the site, with this form**</b>			
Has the site been the subject of a planning application/ pre-application discussions?		Yes	No <input checked="" type="checkbox"/>
If yes, please give details:			
<b>Is the site affected by any of the following constraints? If yes, please give details</b>			
Physical Constraints (e.g. steep slopes, pylons, access difficulties)		Environmental Constraints (e.g. SSSI, protected trees, flood risk, contamination)	
No		No	
Conservation Designations (e.g. listed buildings, Conservation Areas, Ancient Monument)		Planning Policy (e.g. Green Belt, Areas of Restraint)	
No		Green Belt	
Site currently still in use/ Ownership Constraints		Any other constraints?	
No. See submission to Local plan consultation			
What measures would be needed to overcome the above constraints?			
See submission to local plan consultation			
What do you consider to be the capacity of the site in terms of numbers of dwellings? (See below)			45-50
In estimating this, you should take into account the following:			
<ul style="list-style-type: none"> <li>the mix of housing (Local Plan Policy SC1 and DC Advice Note on Achieving a Mix of Housing)</li> <li>affordable housing (Local Plan Policies SC11 and RAP4 and SPD Affordable housing)</li> <li>parking standards (Local Plan Policy DP8 and SPD Parking Standards)</li> <li>open space standards (Local Plan Policy SC13 and SPD Open Space)</li> <li>Local Plan Policy DP5 and character, density &amp; height of adjoining development</li> </ul>			
Do you consider the site to be more suitable for a mix of uses, including housing?		Yes	No <input checked="" type="checkbox"/>
If yes, what other uses do you think would be appropriate?			
Possibly some community facilities.			
Please provide a best estimate of the earliest possible year (e.g. 2011/12) for start and completion on site of the housing development.			
Earliest Start Year	2016/	Earliest Completion Year	2020/
Please note that any <b>site information</b> supplied on this form will be public information. However, if you require your site address to remain confidential please let us know in writing with reasons.			