

DATED

24th September

2018

EAST STAFFORDSHIRE BOROUGH COUNCIL

- and -

FITZPATRICK CRUISE LTD

- and -

GOLDENTREE FINANCIAL SERVICES PLC

SECTION 106 AGREEMENT

**Land the Former Burton Adult Training Centre, 4 Shobnall Street, Burton upon Trent,
Staffordshire, DE14 2HE**

Planning Application Ref: P/2017/01652

THIS DEED is made on 24th day of September 2018

BETWEEN:-

- (1) **EAST STAFFORDSHIRE BOROUGH COUNCIL** whose principal office is at Town Hall, Burton upon Trent, Staffordshire DE14 2EB ("**the Council**"); and
- (2) **FITZPATRICK CRUISE LIMITED** Whose registered office is at Anelehrof, Victoria Street, Yoxall, Burton upon Trent, Staffordshire, DE13 8NG (Co registration number 04150115) ("**the Owner**"); and
- (3) **GOLDENTREE FINANCIAL SERVICES PLC** whose registered office is at The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ (Co registration number 4179323) ("**the Mortgagee**")

WHEREAS:

1. The Owner has the freehold interest in the Site registered at HM Land Registry under Title No SF533583
2. The Mortgagee holds a registered charge over Title No SF533583 dated 29th March 2018
3. For the purposes of the Act the Council is the local planning authority for the area in which the Site is located.
4. The Owner has submitted the Application to the Council for permission to develop the Site for the purposes and in the manner described in the Application.
5. The parties to this Deed have given due consideration to the provisions of Regulation 122 of the (Community Infrastructure Levy Regulations 2010 S1 2010 No. 948 (to the

extent relevant to the obligations in this Agreement) and the advice set out at Paragraph 204 of the NPPF and agree that the planning obligations it contains are:

- a. necessary to make the development acceptable in planning terms;
 - b. directly related to the development; and
 - c. fairly and reasonably in scale and kind to the development
5. The Council consider and the Owner accepts by the terms of this Deed that the Development should not take place without the Owner entering into the obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. STATUTORY PROVISIONS

This Deed is made pursuant to the provisions of Section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Owner's interest in the Site and the covenants in this Deed on the part of the Owner are planning obligations for the purposes of the Act.

2. INTERPRETATION

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

| | |
|-----------|--|
| "the Act" | the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991) |
|-----------|--|

"the Application"

planning application reference P/2017/01652

"the Commencement Date"

the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act save for: any site investigation works, trial holes or other operations to establish the ground conditions of the Site, ground investigations, any works of demolition, any site offices, temporary access construction works, security fencing and compounds, any works carried out in connection with any archaeological investigations, erection of fences and hoardings around the Site and the terms "Commence", "Commenced" and "Commencement of the Development" shall be construed accordingly

"the Deed"

this Deed which contains planning obligations made pursuant to Section 106 of the Act

"the Development"

the development of the Site to construct 26 affordable housing dwellings and associated access in accordance with the Planning Permission

| | |
|---------------------------|---|
| "Occupation" | occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupy" shall be construed accordingly. |
| "the Planning Permission" | the planning permission to be granted by the Council pursuant to the Application generally in the form of the draft annexed hereto as Appendix 2 |
| "the Site" | that area of land situate at 4 Shobnall Street, Burton upon Trent, Staffordshire DE14 2HE which is more particularly delineated and edged red on the Site Plan |
| "Site Plan" | the plan annexed to this Deed as Appendix |

2.2 In this Deed where the context so requires:

- (a) references to the masculine, feminine and neuter genders shall include the other genders;
- (b) references to natural persons are to include corporations and vice versa;
- (c) the singular includes the plural and vice versa;

- (d) references to any party will include the successors in title and assigns of the party and in the case of the Council their successor in title and assigns and the successor to their respective statutory functions;
- (e) where a party includes more than one person and/or where more than one party undertakes an obligation, any obligations of that party/parties will be joint and several;
- (f) references to clauses schedules and paragraphs are references to clauses and paragraphs in and schedules to this Deed except where otherwise specified;
- (g) title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed
- (h) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- (i) except where expressly provided otherwise the expression the "Owner" shall include persons successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through it; and
- (j) words denoting an obligation on a party to do any act or thing includes an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3. COMMENCEMENT

Apart from clause 4 this Deed shall have effect from the date hereof save that the obligations contained in the Schedules will not take effect until the following conditions

precedent have been fulfilled:

- (a) the Planning Permission has been granted;

4. COVENANTS BY THE OWNER

4.1 The Owner covenants with the Council to observe and perform the obligations on its part contained in the Schedules.

4.2 The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act.

5. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6. COVENANTS BY THE COUNCIL

6.1 The Council shall as soon as reasonably practical following completion of this Deed grant the Planning Permission save that the Council shall not be in breach of this obligation if it shall be prevented from issuing the Planning Permission by a court order.

8. MISCELLANEOUS

8.1 This Deed shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

8.2 This Deed shall be enforceable against the Owner to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Owner as provided in Section 106 of the Act but the Owner shall not have any further liability under this Deed (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Owner (or as the case

may be such other person) no longer has an interest in the Site or the part of the Site in respect of which a breach occurs.

- 8.3 This Deed will be enforceable by Council as the local planning authority.
- 8.4 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.
- 8.5 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of Sections 91 92 and 93 of the Act or is revoked or modified in accordance with Sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) PROVIDED THAT in the case of a modification of the Planning Permission the Planning Permission shall be deemed to be incapable of implementation unless and until a further agreement pursuant to Section 106 of the Act is entered into by the parties or the Council determines that no such agreement is required
- 8.6 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.
- 8.7 Save as otherwise provided in this Deed, any approval in writing, certificate, consent or expression of satisfaction to be given by the Council under this Deed will not be unreasonably withheld or delayed.
- 8.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall

not affect the validity or enforceability of the remaining provisions of this Deed provided that they are severable therefrom.

- 8.9 Nothing in this Deed will be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted by the local planning authority or by the Secretary of State on appeal or by reference to him after the date of this Deed.

9. NOTICES

- 9.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class recorded delivery letter or facsimile transmission to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:-

9.1.1 if to the Council to (i) the Planning Manager at the Council;

9.1.2 if to any of the other parties to its address specified above;

9.1.4 or such other address for service as shall have been previously notified to the other party.

- 9.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:-

9.2.1 if posted recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom;

9.2.2 if sent by e-mail at the time of the successful transmission provided that if any means of service shall be outside normal working hours such service shall be deemed to have taken place upon the day the recipient's office is next

open for business; and in proving such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate) or by e-mail as the case may be.

10. ARBITRATION

Any dispute or difference arising between the Owner and the Council with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the decision of a single arbitrator to be agreed by the Owner and the Council or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference will be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any modification or re-enactment for the time being in force.

11. THE MORTGAGEE

The Mortgagee for itself and its successors in title consents to the Owner entering into this Deed and covenants with the Council that in the event that the Mortgagee takes possession of the land or any part of it and/or exercises its power of sale under the provisions of the charge then the Mortgagee and its successors in title will observe and perform and be bound by the terms and conditions of this Deed so far as the same remains to be observed and performed.

12. THIRD PARTY RIGHTS

All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the Council, the County Council and the Owner shall have any right to enforce any obligation or term of this Deed

13 LEGAL COSTS

13.1 The Owners shall upon signing of this Deed pay the Council's legal and administrative costs in connection with the preparation and completion of this Deed

14 INDEMNITY

The Owner shall indemnify Council for any expenses or liability arising to them in respect of breach by the Owner of any obligations contained in this Agreement

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the Law of England

IN WITNESS the parties have sealed this planning obligation by agreement as a Deed on the date written above.

THE COMMON SEAL of)
EAST STAFFORDSHIRE BOROUGH)
COUNCIL)
was affixed in the presence of:)



Authorised Signatory

EXECUTED AS A DEED by FITZPATRICK CRUISE LIMITED)
acting by a Director and its Secretary)
or two Directors)

Director

Director/Secretary

EXECUTED AS A DEED by
GOLDENTREE FINANCIAL SERVICES PLC
acting by:

Director

In the presence of:

Witness

Witness Name

Witness Address

.....

.....

SCHEDULE 1

GENERAL OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To permit the Head of Service (Section 151 Officer) and any person or persons authorised by him access to the Site or any part of it at all times, on reasonable notice and in compliance with the Owner's reasonable requirements, and to permit him or them to inspect the Development and all materials intended for use in it.
2. To give the Council notice in writing no later than 7 days prior to the anticipated Commencement Date.
3. To give the Council notice in writing of the Commencement of the Development within 7 days of the Commencement Date.
4. To give the Council notice in writing no later than 7 days after the first Occupation of the Development.

SCHEDULE 2

OWNER'S OBLIGATIONS

"Affordable Housing"

means affordable housing that meets the

requirements of Annex 2 of the National Planning Policy

Framework July 2018 or its successor title including social rented, affordable rent and intermediate housing provided to specified eligible persons in housing need

“Affordable Housing Unit”

means any one of twenty six Dwellings to be provided for use as Affordable Housing in accordance with this Schedule which shall be let by a Registered Provider of Social Housing to a person allocated that Dwelling in accordance with the Council’s Allocations Policy and reference to **“Affordable Housing Units”** shall be construed accordingly.

“Affordable Rent”

means a Dwelling which shall be let by a Registered Provider of Social Housing at a rent that is no greater than 80 per cent of the open market rent for properties in the local market

“Allocations Policy”

means the Council’s policy for the time being for the allocation of Affordable Housing Units owned by Registered Providers of Social Housing.

“Capital Value”

of a housing unit means the price at which the Dwelling would be sold on the open market as market housing

“Chargee”

means any mortgagee or charge of a Registered Provider of Social Housing or the successors in title to such mortgagee or charge or any receiver or manager

(including an administrative receiver) appointed pursuant to the Law of Property Act 1925

“Dwellings”

means all houses, maisonettes, flats, bungalows and all other varieties of accommodation which may be built or are intended to be built on the Site to be used as individual units of accommodation for independent occupation by one or more people and **Dwelling** means any one of them.

“Eligible Person”

means a person and their household who is unable to pay the Capital Value of the Shared Ownership as confirmed in writing by a financial advisor or a mortgage advisor and who intends to occupy the Shared Ownership as his/her home.

“Housing Market Area”

means the area comprised of East Staffordshire.

“Index”

means the Retail Prices Index (All Items)

“Local Connection”

means one of:

- Continuously resident in the Housing Market Area for at least the last 5 years;
- Cumulative residency in the Housing Market Area of at least 30 years;
- Resident in the Housing Market Area for at least 5 of the last 7 years and with family (parent, child, brother or sister) currently living in the Housing Market Area;
- A need to move to the Housing Market Area to be close to relatives or local facilities in order to give or receive appropriate support or care;
-

A need to move to the Housing Market Area because of a specific need for a household member to live close to their place of employment

“Registered Provider

of Social Housing”

means a registered landlord as defined in Part 1 of the Housing and Regeneration Act 2008 who is registered with the regulator pursuant to Section 116 of that Act and has not been removed from the register pursuant to Section 118 or Section 119 of that Act provided that if there is no statutory definition of registered provider of social housing then “Registered Provider of Social Housing” shall mean a provider of social housing approved by the Council (such approval not to be unreasonably withheld or delayed on application to the Council for approval)

“Protected Tenant”

means any tenant who has exercised the right to buy or the right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit and in the case of a Shared Ownership has staircased to 100% of the equity in the Dwelling

“Shared Ownership”

means a Dwelling which shall be occupied by an Eligible Person on a part rent/part sale (lease) basis where the rent does not exceed 3% of the balance of the Capital Value and annual rent increases are limited to the Index plus 0.5%.

“Social Rent”

means a Dwelling which shall be let by a Registered Provider of Social Housing for which guideline target rents are determined through the national rent regime.

“Trent and Dove”

means Trent and Dove Housing Limited of Trinity Square
Horninglow Street Burton in Trent Staffordshire DE14 1BL

1. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Town and Country Planning Act 1990:

- 1.1 To designate all 26 Dwellings as Affordable Housing Units to be constructed in accordance with the Planning Permission for use as Affordable Housing Units
- 1.2 Prior to Commencement of the Development to submit and obtain the Council's approval to a plan of the Dwellings which shall be Social Rent and/or Affordable Rent and Shared Ownership in accordance with planning policy and relevant supplementary planning document and needs evidence at that time
- 1.3 Not to permit Occupation of any Affordable Housing Unit unless and until it has been transferred to a Registered Provider of Social Housing
- 1.4 To construct the Affordable Housing in a good and workmanlike manner
- 1.5 To provide fixtures and fittings within the Affordable Housing to the standard normally expected by Registered Provider of Social Housing

Occupation of Housing

- 1.6 not permit or cause Occupation of an Affordable Housing Unit other than to a person allocated the Affordable Housing Unit in accordance with the Council's Allocations Policy
- 1.7 not to let an Affordable Housing Unit other than as Affordable Housing
- 1.8 not to dispose as freeholder of an initial leasehold interest in a Shared Ownership other than a 25% to 75% share of the Capital Value.

- 1.9 Not to dispose as freeholder of an initial interest in a Shared Ownership other than with provision that the occupier of a Shared Ownership shall have the right to increase his ownership share in the Dwelling by purchasing additional equity over time at minimum points of 5% and at a price reflecting the Capital Value of the share being acquired at the date of acquisition
- 1.10 Not to dispose as freeholder of an initial leasehold interest in a Shared Ownership other than under a lease containing the Mortgagee Protection Clause contained in the Homes England (or successor body's) model shared ownership lease.
- 1.11 Not to dispose as freeholder of an initial leasehold interest in a Shared Ownership without first asking Trent and Dove for so long as it operates the Council's Housing Register ("The Register"), and, if Trent and Dove ceases to operate the Register, then the Council whether it wishes to nominate an Eligible Person to acquire the leasehold interest and allowing Trent and Dove (and if it ceased to operate the Register the Council) 28 days in which to respond.
- 1.12 Not to assign as leaseholder a leasehold interest in a Shared Ownership without first asking the landlord and (if Trent and Dove has ceased to operate the Register) the Council whether they wish to nominate an Eligible Person to acquire the leasehold interest in the property or wish to purchase the leasehold interest and allowing them 28 days in which to respond.
- 1.13 Not to initially dispose of or assign a leasehold interest in a Shared Ownership other than to an Eligible Person.
- 1.14 Not to initially dispose of or assign a leasehold interest in a Shared Ownership, except to an Eligible Person nominated by the landlord or Trent and Dove or (If Trent and Dove has ceased to operate the Register) the Council and having a Local Connection or to a Registered Provider of Social Housing unless and until the

leasehold interest has been advertised for sale in the Housing Market Area for a period of no less than eight weeks without a sale being agreed.

Provisos

1.15 The obligations contained in this schedule shall not be binding upon

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

1.15.2 Any Chargee who shall have first complied with clause 1.16 below

Chargees Duty

1.16 A Chargee prior to seeking to dispose of a Dwelling pursuant to any default under the terms of its mortgage or charge must give not less than six weeks prior notice to the Head of Service with responsibility for Planning of its intention to dispose and the notice must make specific reference to this Deed and:

1.17 If the Head of Service with responsibility for Planning responds within eight weeks from receipt of the notice indicating that arrangements for the transfer of the Dwellings can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfers, and

1.18 If the Head of Service with responsibility for Planning does not serve its response to the notice served under paragraph 1.16 within such three months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule and

1.19 If the Council or any other person cannot within two months of the date of service of the notice under paragraph 1.16 complete such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.16 the Chargee shall be entitled to dispose of the Dwelling free of the restrictions set out in this Schedule.

PROVIDED THAT at all times the rights and obligations in this section shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage and **PROVIDED THAT** the Chargee shall not be required to dispose of all or any of the Affordable Housing for a sum less than the outstanding amount due under the legal charge mortgage or loan agreement

ANNEX 1

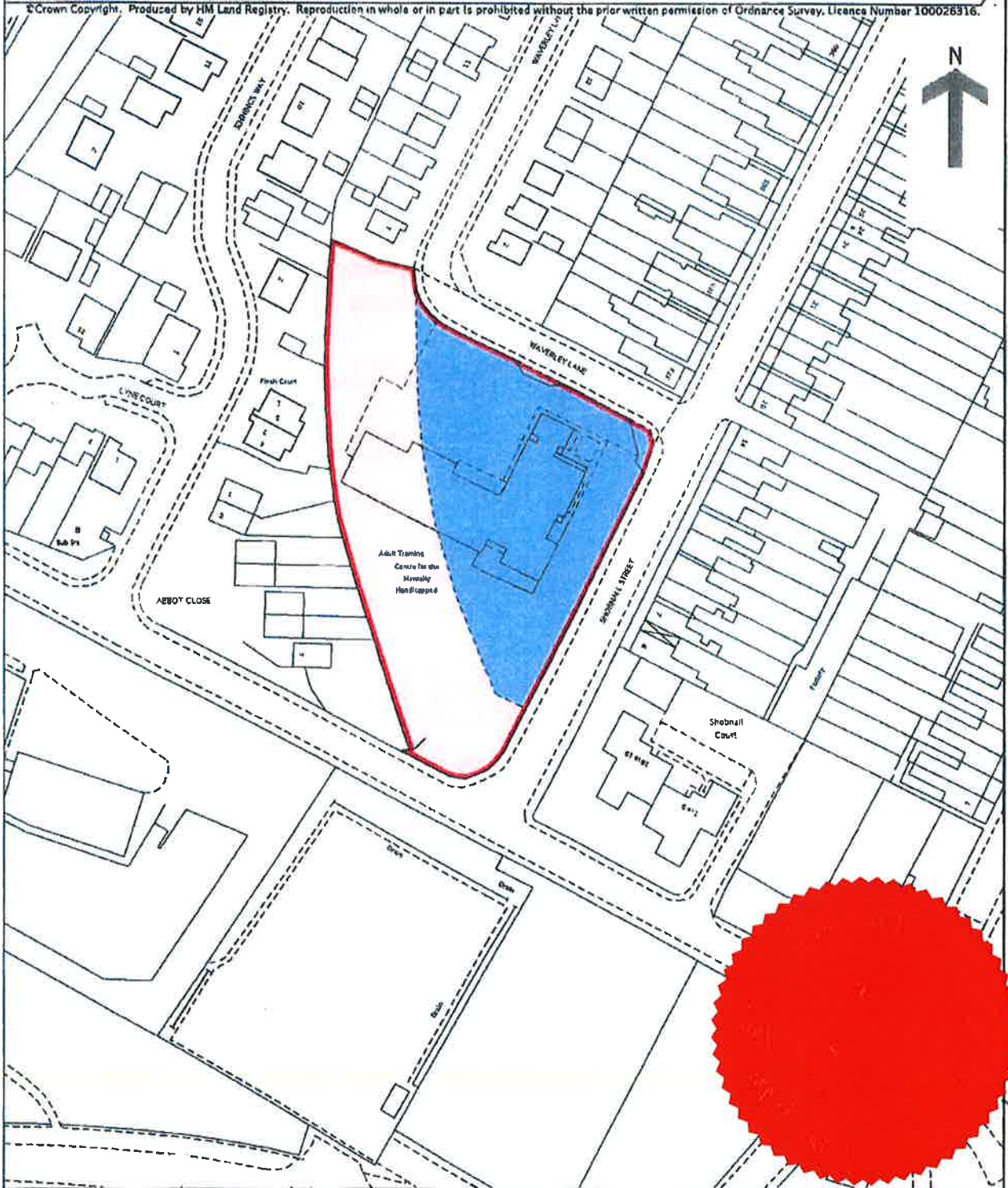
SITE PLAN

HM Land Registry
Official copy of
title plan

Title number **SF533583**
Ordnance Survey map reference **SK2323SE**
Scale **1:1250**
Administrative area **Staffordshire : East**
Staffordshire



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ANNEX 2

DRAFT PLANNING PERMISSION



**TOWN AND COUNTRY PLANNING ACT 1990
PERMISSION FOR DEVELOPMENT**

Date valid application received: 08/03/2018

Application No: P/2017/01652

Name and address of Agent
Urban Designs Ltd
Suite 6
Anson Court
Horninglow Street
Burton upon Trent
DE14 1NG

Name and address of Applicant
Mr Shaun Cruise
Fitzpatrick Cruise
Anelehrof
Victoria Road
Yoxall
DE13 8NG

EAST STAFFORDSHIRE BOROUGH COUNCIL in pursuance of powers under the above mentioned Act hereby **PERMITS**:

-----**DRAFT**-----

Demolish existing building and construct scheme of 26 new dwellings with associated access

Former Burton Adult Training Centre, Shobnall Street, Burton upon Trent , DE14 2HE

in accordance with the submitted documents and plans, subject to the **SECTION 106 AGREEMENT DATED ?? AUGUST 2018** and subject to the conditions specified hereunder:

| | |
|---|--|
| 1 | <p>The development hereby permitted shall be begun before the expiration of three years from the date of this permission.</p> <p>Reason: To conform with Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.</p> |
| 2 | <p>The development hereby permitted shall be carried out in accordance with the following approved plans subject to compliance with other conditions of this permission:</p> <p>Site Location Plan Drawing No: 2017_510_01 dated as received on 22/12/17 Amended Site Layout Drawing No: 2017_510_02H dated as received on 18/05/18 Facing Materials Drawing No: 2017_510_21 dated as received on 19/06/18 Amended Proposed Plans Plots 22-26 Drawing No: 2017_510_19 dated as received on 19/06/18 Amended Proposed Plans Plots 11-14 Drawing No: 2017_510_17 dated as received on 19/06/18 Amended Proposed Plans Plots 17-19 Drawing No: 2017_510_18 dated as received on 19/06/18 Amended Proposed Plans Plots 7, 8, 15, 16, 20 & 21 Drawing No: 2017_510_16 dated as received on 19/06/18 Amended Proposed Plans Plots 5, 6, 9 & 10 Drawing No: 2017_510_20 dated as received on 19/06/18 Amended Proposed Plans Plots 1-4 Drawing No: 2017_510_03B dated as received on 19/06/18 Amended Proposed Street Scenes Drawing No: 2017_510_10B dated as received on 19/06/18 Wall Enclosure Plan Drawing No: 2017_510_11 dated as received on 22/12/17 Fence Enclosure Plan Drawing No: 2017_510_12 dated as received on 22/12/17 Proposed Drainage Strategy Drawing No: MA10811/200 A dated as received on 08/03/18</p> |

Sal Khan CPFA, MSc
Head of Service (Section 151 Officer)
P. O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

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Draft Decision Notice Del – PA Approve Conditions

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| | <p>Noise Assessment Ref: 2234 dated as received on 16/07/18 Arboricultural Survey & Report Ref: ShobnallStreet_Burton/01/rev1 dated as received on 22/12/17</p> <p>Reason: For the avoidance of doubt to ensure the development achieves an acceptable layout and standard of design in accordance with the East Staffordshire Local Plan, the Shobnall Neighbourhood Plan, the East Staffordshire Design Guide, and the National Planning Policy Framework 2018.</p> |
| 3 | <p>All external facing materials to be used on the development shall be in accordance with the details shown on the approved plans unless otherwise first agreed in writing by the Local Planning Authority.</p> <p>Reason: To ensure the development achieves a good standard of appearance in built form and to safeguard the character of the locality in accordance with East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP3, the East Staffordshire Design Guide and the National Planning Policy Framework 2018.</p> |
| 4 | <p>No construction works shall commence until a Construction Management Plan has been first submitted to and approved in writing by the Local Planning Authority in consultation with the County Highway Authority. The approved plan/statement shall be adhered to throughout the construction period.</p> <p>Reason: To ensure any adverse effects are minimised during construction phase and in the interests of the safe operation of the highway. This condition is in accordance with the aims of Policy T4 from the Shobnall Neighbourhood Plan and the National Planning Policy Framework 2018.</p> |
| 5 | <p>CONTAM LAND PRE-COMMENCEMENT - I am trying to agree simplified wording as below with Enviro Health:</p> <p>(a) No development shall commence on any part of the site until an investigative survey of the site has been carried out and a report submitted to and approved in writing by the Local Planning Authority. The survey must have regard for any potential ground and water contamination, the potential for gas emissions and any associated risk to the public, buildings and/or the environment. The report shall include details of any necessary remedial measures to be taken to address any contamination or other identified problems.</p> <p>(b) No dwelling shall be first occupied until:-</p> <p>(i) All necessary remedial measures have been completed in accordance with details approved in writing by the Local Planning Authority; and</p> <p>(ii) It has been certified to the satisfaction of the Local Planning Authority that necessary remedial measures have been implemented in full and that they have rendered the site free from risk to human health from the contaminants identified.</p> <p>Reason: Failing to deal adequately with contamination could cause harm to human health, property and the wider environment. This condition accords with the aims of East Staffordshire Local Plan Policy DP7 and Paragraph 118 and Section 15 of the National Planning Policy Framework 2018.</p> |
| 6 | <p>In the event that previously unidentified contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the Local Planning Authority.</p> |

Sal Khan CPFA, MSc
 Head of Service (Section 151 Officer)
 P. O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

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Draft Decision Notice Del – PA Approve Conditions

| | |
|----|--|
| | <p>An investigation and risk assessment must be carried out and where remediation is necessary a remediation scheme must be prepared which is subject to the approval in writing by the Local Planning Authority. Following completion of any measures identified in the approved remediation scheme a verification report must be prepared and approved in writing by the Local Planning Authority prior to bringing the development into first use.</p> <p>Reason: Failing to deal adequately with contamination could cause harm to human health, property and the wider environment. This condition accords with the aims of East Staffordshire Local Plan Policy DP7 and Paragraph 118 and Section 15 of the National Planning Policy Framework 2018.</p> |
| 7 | <p>The development shall be completed in full accordance with the Noise Assessment Ref: 2234 including the glazing and ventilation requirements as set out under Section 8.8 and the noise mitigation measures listed at Section 9 unless other equivalent measures are first agreed in writing with the Local Planning Authority. The approved mitigation measures shall thereafter be retained/replaced as such for the life of the development.</p> <p>Reason: To ensure future occupiers have appropriate internal and external noise conditions and are not exposed to unacceptable levels of noise pollution in accordance with East Staffordshire Local Plan Policy DP7 and Section 15 of the National Planning Policy Framework 2018.</p> |
| 8 | <p>The development shall be constructed in accordance with the tree works/protection measures and method statement as outlined in the submitted Arboricultural Survey & Report Ref: ShobnallStreet_Burton/01/rev1 unless other protection measures have been first agreed in writing with the Local Planning Authority.</p> <p>Reason: To ensure that trees to be retained are suitably protected during the construction phase and in accordance with East Staffordshire Local Plan Policy DP8 and the National Planning Policy Framework 2018.</p> |
| 9 | <p>Prior to the first occupation of any dwelling, the driveways, parking spaces and turning areas associated with that respective plot shall be provided in a bound material in accordance with the approved plans. The parking and turning areas shall thereafter be made available at all times for their designated purposes.</p> <p>Reason: In the interests of highway safety and in accordance with the aims of Policy T5 from the Shobnall Neighbourhood Plan, East Staffordshire Local Plan Policies SP24 and SP35 and the National Planning Policy Framework 2018.</p> |
| 10 | <p>Prior to the first occupation of any dwelling hereby approved, the boundary treatments for that respective plot shall be erected in accordance with the approved plans and thereafter shall be retained/replaced as such for the life of the development except in the case for any changes to visibility splays.</p> <p>Reason: To safeguard the visual amenities of the area and the privacy of occupiers of new dwellings and in accordance with the aims of East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP3, the East Staffordshire Design Guide and the National Planning Policy Framework 2018.</p> |
| 11 | <p>Prior to the first occupation of any dwelling, the approved landscaping/planting for that respective plot shall be carried out in accordance with the approved plans. Any trees or plants which within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and</p> |

Sai Khan CPFA, MSc
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| | <p>species unless the Local Planning Authority gives written consent to any variation.</p> <p>Reason: To ensure that an approved landscaping scheme is implemented in an efficient and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality and in accordance with East Staffordshire Local Plan Policies SP1, SP24, DP1 and DP8, the East Staffordshire Design Guide and the National Planning Policy Framework.</p> |
| 12 | <p>Prior to the first occupation of any dwelling the scheme for sustainable drainage of surface water shall be implemented in accordance with the Drainage Strategy Drawing No: MA10811/200 A and the following principles:</p> <ul style="list-style-type: none"> • Surface water to be discharged to soakaway • Ensure finished floor levels are set no lower than 150mm above local ground level <p>The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority in consultation with the Lead Local Flood Authority.</p> <p>Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site and in accordance with East Staffordshire Local Plan Policies SP1 and SP27 and Section 14 of the National Planning Policy Framework 2018.</p> |

Informative(s)

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| 1 | <p>During the course of consideration of this proposal the Local Planning Authority has negotiated with the applicant to ensure the development complies with relevant development plan policies and material planning considerations including the National Planning Policy Framework. It is therefore considered that the Local Planning Authority has worked proactively with the applicant to secure a development that improves the economic, social and environmental conditions of the area in accordance with the requirements of Paragraphs 186 and 187 of the National Planning Policy Framework.</p> |
| 2 | <p>In relation to Condition No.5 any contaminated land assessment must be carried out in accordance with current UK guidance and should include a conceptual site model. The developer will need to satisfy parts (a) and (b)(i) in full before first use of the development and before any properties can be occupied. The onus is on the developer to safeguard risks to human health and the environment and identify potential contamination on-site and the potential for off-site migration.</p> |
| 3 | <p>The applicant should be made aware that as per the requirement of Condition No.6 any investigation and risk assessment must be undertaken by a competent person in accordance with 'Model Procedures for the Management of Land Contamination, CLR 11'. Where remediation is necessary a remediation scheme must be prepared to bring the site to a condition suitable for the intended use by removing unacceptable risk to human health, buildings and the natural environment. The scheme must ensure that the site will not qualify as Contaminated Land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.</p> |
| 4 | <p>The developer is reminded that each dwelling will require appropriate external storage containers for refuse and recycling collection. More information can be found by visiting:</p> |

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| | http://www.eaststaffsbc.gov.uk/sites/default/files/docs/bins/WasteStorageandCollectionGuidance.pdf or contact Mr Paul Farrer, Environment Manager on tel: 01283 508 599 |
| 5 | The developer is advised that this permission does not absolve them from their responsibilities in relation to protected species. If evidence of bats is found during demolition all work should cease and the services of a licensed ecologist procured to ensure an offence is not committed. |

This permission is granted by the under signed under powers delegated by the Borough Council in accordance with the provisions of Section 101 of the Local Government Act 1972.

This consent is given in pursuance of the relevant Planning Legislation and does not entitle you to do anything for which the consent of some other landowner, person, public authority, or department of the Council is required.

Dated

Signed

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