

DATED

3<sup>rd</sup> July

2020

**GEDLING BOROUGH COUNCIL**

**and**

**DDM HOMES LIMITED**

**and**

**DEAN HOWARD CROSSMAN**

**PLANNING OBLIGATIONS BY DEED OF AGREEMENT**

pursuant to section 106 of the  
Town and Country Planning Act 1990 (as amended)

relating to the development of land at 84 and 86 Chapel Lane,  
Ravenshead, Nottinghamshire

**Application Reference: 2019/0770**

Legal Services  
Gedling Borough Council  
Civic Centre  
Arnot Hill Park  
Arnold  
Nottingham NG5 6LU  
Ref: SP/PS106001871

THIS DEED is made the

3<sup>rd</sup> day of July

2020

**BETWEEN:**

- (1) **GEDLING BOROUGH COUNCIL** of Civic Centre Arnot Hill Park Arnold Nottingham NG5 6LU (the "Council");
- (2) **DDM HOMES LIMITED** a company incorporated and registered in England and Wales with company registration number 09133334 whose registered office is at 7 Belle Vue Gardens Blidworth Mansfield Nottinghamshire NG21 0UN (the "First Owner"); and
- (3) **DEAN HOWARD CROSSMAN** of 28 School Avenue Hucknall Nottingham NG15 6SN (the "Second Owner")

**WHEREAS:**

- (A) For the purposes of the Act the Council is the local planning authority for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The First Owner is the freehold owner of parts of the Site comprising of the land registered with title absolute at the HM Land Registry under title numbers NT487369 and NT8635. The First Owner's application to register its ownership at HM Land Registry is pending.
- (C) The First Owner is also the freehold owner of part of the Site previously comprising of the land registered with title absolute at the HM Land Registry under title number NT92393. The First Owner's application to register its ownership at HM Land Registry is pending.
- (D) The Second Owner is the freehold owner of part of the Site previously comprising of land registered with title absolute at the HM Land Registry under title number NT92393. The Second Owner's application to register its ownership at HM Land Registry is pending.
- (E) Vertical Edge Design Limited submitted the Application on behalf of the First Owner to the Council for full planning permission for the residential development of the Site.
- (F) The Council being the competent planning authority to determine the Application resolved on 15<sup>th</sup> January 2020 to grant the Planning Permission for the Development subject to the making of this Deed without which the Planning Permission would not be granted.
- (G) The Owners by entering into this Deed do so to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and to observe and perform the covenants, agreements, conditions and stipulations hereinafter contained on the terms of this Deed.
- (H) The parties agree that the planning obligations contained in this Deed comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS

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

<b>“Act”</b>	means the Town and Country Planning Act 1990 (as amended).
<b>“the Application”</b>	the application for full planning permission submitted to the Council for the Development and allocated planning application reference number 2019/0770.
<b>“Commencement of Development”</b>	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and <b>“Commence”</b> and <b>“Commenced”</b> shall be interpreted accordingly.
<b>“Development”</b>	means the residential development of the Site as set out in the Application for six (6) Dwellings and associated works.
<b>“Interest”</b>	means a rate of 4% (four percent) per annum above HSBC Bank Plc's base rate from time to time and such interest shall accrue on a daily basis from the date the payment is due until actual payment of the overdue amount.
<b>“Occupation”</b>	means 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 terms <b>“Occupy”</b> and <b>“Occupied”</b> shall be construed accordingly.
<b>“Open Spaces Off-Site Contribution”</b>	means the sum of forty one thousand three hundred and forty six pounds and eighty pence (£41,346.80) to be RPI Index Linked, comprising of twenty nine thousand one hundred and twenty three pounds and sixty pence (£29,123.60) payable to the Council by the Owners in accordance with Schedule 1 in lieu of the provision of on-site open space(s) together with twelve thousand two hundred and twenty three thousand pounds and twenty pence (£12,223.20) towards the maintenance of the off-

	site open spaces to be provided by the Council for a period of 10 (ten) years calculated in accordance with the Council's Open Spaces Guidance.
<b>"Owners"</b>	means the First Owner and the Second Owner collectively.
<b>"Plan "</b>	means the plan marked "Plan" attached to this deed or such amended plan as may be agreed from time to time with the written approval of the Council.
<b>"Planning Permission"</b>	means the planning permission subject to conditions to be issued by the Council pursuant to the Application as set out at Schedule 2.
<b>"RPI Index Linked"</b>	means the relevant sum increased by a percentage equivalent to the percentage increase in the All Items Index of Retail Prices issued by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be agreed in writing between the Owners and the Council, from the date of this Deed to the date of actual payment.
<b>"the Site"</b>	means the land against which this Deed may be enforced being land at 84 and 86 Chapel Lane, Ravenshead, Nottinghamshire shown edged red on the Plan.
<b>"Subsequent Application"</b>	means any application for reserved matters and discharge of conditions pursuant to the Planning Permission.
<b>"Working Day"</b>	means any day except Saturday Sunday or a bank holiday and reference to " <b>Working Days</b> " shall be construed accordingly.

## 2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 The clause headings in this Deed are for ease of reference only and shall not affect construction thereof.
- 2.3 Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.



**EXISTING SITE PLAN  
SCALE 1:200**



**EXISTING SITE LOCATION PLAN**

Hele e Surf  
MONITORING  
OFFICER

Mr  
Sandra  
Baines  
MATOL

<b>VERTICALEDGE LTD</b>	
GPO 100	
GPO Development Ltd	
100-102 Main Street	
Lethbridge	
Alberta T1J 1C6	
Tel: (403) 320-1000	
Fax: (403) 320-1001	
E-mail: <a href="mailto:info@verticaledge.ca">info@verticaledge.ca</a>	
<b>Site Plan &amp; Site Location Plan - As Existing</b>	
<b>STATUS</b>	
<b>PLANNING APPLICATION</b>	
DATE	August 2019
SCALE	1:2000
DRAWN BY	RE
REVIEWED BY	RE
APPROVED BY	RE
<b>VED587</b>	<b>03</b>
<b>A</b>	
Vertical Edge Design 100-102 Main Street Lethbridge Alberta T1J 1C6 Tel: (403) 320-1000 Fax: (403) 320-1001 E-mail: <a href="mailto:info@verticaledge.ca">info@verticaledge.ca</a>	
RE: <a href="mailto:info@verticaledge.ca">info@verticaledge.ca</a> - 071603 271045	

- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title and assigns to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.8 The obligations contained herein relate to the Site and each and every part thereof.

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Sections 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent it shall bind the Owners and the successors in title of the Owners to each and every part of the Site and its assigns.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as the local planning authority against the Owners and any person deriving title under him.

### **4. CONDITIONALITY**

This Deed is conditional upon the grant of the Planning Permission, save for the provisions of clauses 1, 4, 6.1, 7.1, 8, 12, 13 and 14 which shall come into effect immediately upon completion of this Deed.

### **5. OBLIGATIONS**

- 5.1 The Owners hereby covenant with the Council so as to bind the Site to observe and perform the covenants, obligations, agreement and restrictions contained in Schedule 1.
- 5.3 The Council covenants with the Owners to observe and perform the covenants, obligations, agreement and restrictions contained in Schedule 1.

### **6. MISCELLANEOUS**

- 6.1 The First Owner shall pay to the Council on completion of this Deed the sum of one thousand two hundred pounds (£1,200.00) being a contribution to the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 6.2 This Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
- 6.4 This Deed shall be registrable as a local land charge by the Council.

- 6.4 Following the performance and satisfaction of all the planning obligations contained in this Deed the Council shall following receipt of a written request forthwith effect the cancellation of all related entries in the Register of Local Land Charges in respect of this Deed.
- 6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if prior to the Commencement of Development the Planning Permission shall be quashed, revoked, expires or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure. If this Deed ceases to have effect in accordance with this clause 6.5 then the Council shall immediately remove any entry referring to this Deed from the Local Land Charges Register.
- 6.6 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.
- 6.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:
  - a) after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or
  - b) (notwithstanding the provisions of clause 2.5) to the extent that such breach relates to any part of the Site in which the person has no interest.
- 6.8 The covenants contained in this Deed shall not be enforceable against a statutory undertaker holding an interest in the Site for the purposes of his or its undertaking.
- 6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any sum be payable to the Council pursuant to this Deed in respect of any development carried out pursuant to such further planning permission.
- 6.10 Nothing contained or implied in this Deed 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 their functions as a local authority.
- 6.11 The obligations contained in this Deed shall not be enforceable against individual purchasers or lessees their mortgagees or any other person deriving title from such individual purchaser lessee or their mortgagee of the Dwellings on the Site constructed pursuant to the Planning Permission.

## 7. MONITORING

- 7.1 For the purposes of monitoring compliance with this Deed the Owners shall notify the Council's Community Infrastructure Levy Officer in writing of:
  - 7.1.1 the proposed date of Commencement of the Development not less than 10 (ten) Working Days prior to the date thereof;

- 7.1.2 Occupation of the third (3<sup>rd</sup>) Dwelling constructed on the Site within 10 (ten) Workings Days thereof;
- 7.1.3 Occupation of the fourth (4<sup>th</sup>) Dwelling constructed on the Site within 10 (ten) Workings Days thereof;
- 7.1.4 Occupation of the fifth (5<sup>th</sup>) Dwelling constructed on the Site within 10 (ten) Workings Days thereof; and
- 7.1.5 Occupation of the sixth (6<sup>th</sup>) Dwelling constructed on the Site within 10 (ten) Workings Days thereof.

7.2 The Owners shall pay the Council the sum of one thousand two hundred and sixty pounds (£1,260.00) on Commencement of the Development as a contribution towards the Council's costs in monitoring the implementation of this Deed.

## **8. DISPUTE RESOLUTION**

- 8.1 In the event of any dispute or difference arising between the parties in relation to any matter under this Deed (**SAVE FOR** matters of law and interpretation of this Deed) which cannot be resolved by prior agreement between the parties such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the president for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 8.2 The provisions of this clause 8 shall not affect the ability of the Council to apply for and be granted any of the following remedies: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## **9. NOTICES**

- 9.1 Any notice agreement consent acknowledgment or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.
- 9.2 The address for service of any such notice agreement consent acknowledgment or approval as aforesaid shall be on all the parties at the addresses aforesaid or such other address for service as shall have previously notified by the parties to all other parties to the Deed.
- 9.3 A notice agreement consent acknowledgment or approval under this Deed shall be deemed to have been served as follows:
  - 9.3.1 if personally delivered, at the time of delivery; or

9.3.2 if posted, 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.

9.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid or recorded delivery envelope (as appropriate).

## **10. WAIVER**

No waiver (whether expressed or implied) by the Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **11. CHANGE IN OWNERSHIP**

The Owners agree with the Council to give the Council written notice as soon as reasonably practicable but in any event within 10 Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan or some other sufficient detail to allow identification **PROVIDED THAT** this covenant shall not apply to the disposal of individual newly constructed Dwellings on the Development.

## **12. INTEREST**

If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

## **13. VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid. If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

## **14. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales as it applies in England and the parties submit to the non-executive jurisdiction of the courts of England and Wales.

## **15. DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**IN WITNESS** whereof this Deed has been duly executed by the parties on the day and year first before written

EXECUTED as a DEED by  
**GEDLING BOROUGH COUNCIL**  
whose COMMON SEAL was  
hereunto affixed  
in the presence of

Mayor *Mr Sandra Jones*  
Monitoring Officer *Hele E. Goff*



EXECUTED AS A DEED by  
**DDM HOMES LIMITED** acting by two Directors or by  
one Director and its Secretary *D. Skillicorn*

Name: *D. Skillicorn*  
Position: *Director*  
Signature: *D. S.*

Name: *D. Crossman*  
Position: *Director*  
Signature: *D. Crossman*

SIGNED AS A DEED by  
**DEAN HOWARD CROSSMAN** *D. Crossman*

In the presence of

Witness signature: *K. D. B. B.*  
Witness name: *KEVIN D. B. B.*  
Witness address: *6 Belle Vue Gardens  
Bridsworth  
NG21 0UN*

**SCHEDULE ONE**  
**Payment of Open Spaces Off-Site Contribution**

1. The Owners covenant with the Council to pay to the Council the Open Spaces Off-Site Contribution as follows:
  - 1.1 fifty percent (50%) of the Open Spaces Off-Site Contribution prior to Occupation of the third (3<sup>rd</sup>) Dwelling constructed on the Site pursuant to the Planning Permission;
  - 1.2 a further twenty percent (20%) of the Open Spaces Off-Site Contribution prior to the Occupation of the fourth (4<sup>th</sup>) Dwelling constructed on the Site pursuant to the Planning Permission;
  - 1.3 a further twenty percent (20%) of the Open Spaces Off-Site Contribution prior to the Occupation of the fifth (5<sup>th</sup>) Dwelling constructed on the Site pursuant to the Planning Permission; and
  - 1.4 the remaining ten percent (10%) of the Open Spaces Off-Site Contribution so that the Open Spaces Off-Site Contribution has been paid in full to the Council prior to the Occupation of the sixth (6<sup>th</sup>) Dwelling constructed on the Site pursuant to the Planning Permission.
2. The Owners further covenants with the Council as follows:
  - 2.1 not Occupy or cause suffer or permit Occupation of the third (3<sup>rd</sup>) Dwelling constructed on the Site pursuant to the Planning Permission until such time as payment of fifty percent (50%) of the Open Spaces Off-Site Contribution has been made to the Council;
  - 2.2 not Occupy or cause suffer or permit Occupation of the fourth (4<sup>th</sup>) Dwelling constructed on the Site pursuant to the Planning Permission until such time as payment of a further twenty percent (20%) of the Open Spaces Off-Site Contribution has been made to the Council;
  - 2.3 not Occupy or cause or suffer or permit Occupation of the fifth (5<sup>th</sup>) Dwelling constructed on the Site pursuant to the Planning Permission until such time as payment of a further twenty percent (20%) of the Open Spaces Off-Site Contribution has been made to the Council; and
  - 2.4 not Occupy or cause or suffer or permit Occupation of the sixth (6<sup>th</sup>) Dwelling constructed on the Site pursuant to the Planning Permission until such time as payment of the full Open Spaces Off-Site Contribution has been made to the Council.
3. The Council covenants with the Owners as follows:
  - 3.1 to expend the Open Spaces Off-Site Contribution only on the provision and/or improvement of recreation or amenity facilities within two (2) kilometres of the centre of the Site and the future on-going management and maintenance costs

of those facilities **PROVIDED THAT** if the whole or any part of the Open Spaces Off-Site Contribution has not been expended or committed within a period of ten (10) years from payment of the full Open Spaces Off-Site Contribution then the Council shall on receipt of a written request of the person who paid the Open Spaces Off-Site Contribution (whether or not that person remains the owner of the Site) after expiration of the said ten (10) year period refund the balance of the unexpended and uncommitted part of the Open Spaces Off-Site Contribution to the maker of the payment within twenty eight (28) days of receipt of the written request;

- 3.2 on written request by any of the Owners at any time after each or all of the obligations have been performed or otherwise discharged to issue written confirmation of such performance or discharge.

**SCHEDULE TWO**  
**Draft Decision Notice**

## NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2019/0770

Vertical Edge Design  
Ms Rachael Walton  
1 LEA VIEW  
RAINWORTH  
MANSFIELD  
NG21 0NH

**Applicant:** Mr D Skillington  
**Location :** 86 Chapel Lane Ravenshead NG15 9DH  
**Proposal :** Demolition of existing dwellings at 84 & 86 Chapel Lane and construction of 6 new dwellings with garages.

The Gedling Borough Council having considered an application numbered as above, which application and plans and any relevant correspondence are hereinafter referred to as 'the application' hereby in pursuance of their powers under the above mentioned Act.

### GRANT PERMISSION

For the development in accordance with the application, subject to compliance with the following conditions imposed for the reasons set out below:-

#### Conditions

1. The development must be begun not later than three years beginning with the date of this permission.
2. This permission shall be read in accordance with the application form received on 28th August 2019, Arboricultural Method Statement received on 3rd October 2019, and deposited plans, drawing no's VED587-03A received on 28th August 2019, VED587-10A, VED587-11A, VED587-12A, VED587-13A, VED587-14A and VED587-15A received on 3rd October 2019, VED587-04B and VED587-06B received on 18th October 2019 and VED587-02F received on 15th November 2019. The development shall thereafter be undertaken in accordance with these plans/details.
3. No above ground construction works shall commence until precise details of the proposed external facing and roofing materials to be used in the construction of the development have been submitted to, and approved in writing by the Local Planning Authority and the development shall only be undertaken in accordance with the materials so approved and shall be retained as such thereafter.

## NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2019/0770

4. Before development hereby approved is first commenced full details of both soft and hard landscape works shall be submitted to and approved in writing by the Local Planning Authority. The detailed landscape plans and particulars shall include: (a) details of size, species, positions and densities of all trees, hedges and shrubs to be planted; (b) details of the boundary treatments, including those to individual plot boundaries; (c) the proposed means of surfacing access roads, car parking areas, and the frontages of properties such as driveways and footpaths to front doors, and (d) a programme of implementation. The development shall be implemented in accordance with the approved details, which shall be retained for the lifetime of the development, unless otherwise prior agreed in writing by the Local Planning Authority.
5. If within a period of five years beginning with the date of the planting of any tree or shrub, approved in relation to Condition 4, that tree or shrub, or any tree or shrub that is planted in replacement of it, is removed, uprooted or destroyed or dies, or becomes in the opinion of the Local Planning Authority seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place, unless otherwise prior agreed in writing by the Local Planning Authority.
6. No development shall take place until the following information has been submitted to and approved in writing by the Local Planning Authority: a full site survey showing the datum used to calibrate the site levels, levels along all site boundaries within a buffer zone of 2.0 metres either side, levels across the site at regular intervals and floor levels of adjoining buildings; full details of the proposed finished floor levels of all buildings and hard landscaped surfaces; and cross-sections of the site with proposed site levels. The development shall be carried out in accordance with the approved details.
7. From the date of first occupation each dwelling hereby permitted shall be provided with access to a fully operation 3 pin socket on a dedicated 16A circuit, capable of providing a safe overnight 'trickle' charge to an electric vehicle using a mode 2 charging cable. Charging points should be provided either within garage space or via outdoor, weatherproof sockets within 3m easy access of the off road parking areas. All EV charging points shall be clearly marked with their purpose.

## NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990 Application No:2019/0770

8. The foundations to plot 1 and the driveways to serve plots 1, 2 and 6 hereby approved within the root protection area of trees T10, T11, T12, T13, T14 and T15 shall be constructed in accordance with the method of installation described in sections 2.5 and 2.6 of Arboricultural Method Statement and Tree Protection Plan received on 3rd October 2019.
9. Before development is commenced precise details for the installation and location of one general purpose bat box shall be submitted to and approved in writing by the Local Planning Authority. The bat box shall be positioned on one of the retained trees, in a south-east / south-west direction, at a height of 3-5 metres above ground level and with a clear flight path to and from the entrance. The bat box shall be installed in accordance with the approved details.
10. No part of the development hereby permitted shall be brought into use until the visibility splays shown on drawing no. VED587-02F received on 15th November 2019 are provided. The area within the visibility splays referred to in this condition shall thereafter be kept free of all obstructions, structures or erections.
11. No part of the development hereby permitted shall be brought into use until the bin store has been provided, as shown on drawing no. VED587-02F received on 15th November 2019.
12. No part of the development hereby permitted shall be brought into use until the site access on Chapel Lane and verge crossing have been widened and made available for use and constructed in accordance with the Highway Authority specification and drawing no. VED587-02F received on 15th November 2019.
13. No part of the development hereby permitted shall be brought into use until both access drives (to Chapel Lane and to Birchwood Drive) are surfaced in a hard-bound material (not loose gravel) for a minimum of 5.5 metres behind the Highway boundary. The surfaced drives shall then be maintained in such hard-bound material for the life of the development.
14. No part of the development hereby permitted shall be brought into use until both access drives (to Chapel Lane and to Birchwood Drive) are constructed with provision to prevent the unregulated discharge of surface water from the driveways to the public highway in accordance with details first submitted to

## NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990 Application No:2019/0770  
and approved in writing by the Local Planning Authority. The provision to prevent the unregulated discharge of surface water to the public highway shall then be retained for the life of the development.

15. The demolition of the buildings at no.84 Chapel Lane shall only be undertaken in strict accordance with Appendix 4 - Precautionary Method Statement of Bat Emergence and Re-entry Surveys received on 5th November 2019.
16. The first floor windows in the north and south (side) elevations of the dwellings on plots 1 and 2 shall be glazed with obscure glass to a minimum privacy level of Pilkington 4 and shall be non-opening unless the parts of the window which can be opened are more than 1.7 metres above the floor level of the room they serve. The windows shall be permanently retained as such for the life of the development.

### Reasons

1. In order to comply with Section 51 of the Planning and Compulsory Purchase Act 2004.
2. For the avoidance of doubt.
3. To ensure a satisfactory development in accordance with the aims of policy LPD 40 of the Local Planning Document.
4. To ensure a satisfactory development in accordance with the aims of Policy 10 of the Aligned Core Strategy and policy LPD 32 of the Local Planning Document.
5. To ensure a satisfactory development in accordance with the aims of Policy 10 of the Aligned Core Strategy and policy LPD 32 of the Local Planning Document.
6. To ensure a satisfactory development in accordance with the aims of Policy 10 of the Aligned Core Strategy and policy LPD 32 of the Local Planning Document.

## NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

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7. To ensure the development is constructed in an appropriate sustainable manner which takes into consideration air quality within the Borough, and takes into consideration the National Planning Policy Framework and policy LPD 11 of the Local Planning Document.
8. To ensure the trees are offered adequate protection.
9. To ensure bats recorded in the local area are offered adequate protection.
10. In the interest of Highway safety.
11. To allow the bins to be pulled to the highway on refuse collection day.
12. In the interest of Highway safety.
13. To reduce the possibility of deleterious material being deposited on the public highway (loose stones etc.).
14. To ensure surface water from the site is not deposited on the public highway causing dangers to road users.
15. To prevent any harm to protected bats during demolition.
16. To avoid the possibility of overlooking, in accordance with the aims of policy LPD 32 of the Local Planning Document.

### Notes to Applicant

Positive and Proactive Statement - The Borough Council has worked positively and proactively with the applicant in accordance with paragraph 38 of the National Planning Policy Framework. Negotiations have taken place during the consideration of the application to address adverse impacts identified by officers and/or address concerns raised by letters of representation submitted in connection with the

## NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990 Application No:2019/0770  
proposal, addressing the identified adverse impacts, thereby resulting in a more acceptable scheme and a favourable recommendation.

The applicant is advised that all planning permissions granted on or after 16th October 2015 may be subject to the Community Infrastructure Levy (CIL). Full details of CIL are available on the Council's website.

The proposed development has been assessed and it is the Council's view that CIL IS PAYABLE on the development hereby approved as is detailed below. Full details about the CIL Charge including, amount and process for payment will be set out in the Regulation 65 Liability Notice which will be sent to you as soon as possible after this decision notice has been issued. If the development hereby approved is for a self-build dwelling, residential extension or residential annex you may be able to apply for relief from CIL. Further details about CIL are available on the Council's website or from the Planning Portal:

[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

When considering carrying out any work to trees it is important to consider the provisions made in the Wildlife and Countryside Act 1981, Conservation (natural habitats) Regulations 1994 and the Countryside Rights of Way Act 2000, which mean it is an offence to intentionally or recklessly kill, injure or take a bat, Intentionally or recklessly damage, destroy or obstruct access to any structure or place used for shelter or protection by a bat, Intentionally or recklessly disturb a bat while it is occupying a structure or place that it uses for shelter or protection, damage, destroy or block access to the resting place of any bat, Intentionally or recklessly kill, injure or take a wild bird, Intentionally or recklessly take, damage or destroy the nest of any wild bird when it is in use or being built, Intentionally or recklessly take, damage or destroy the egg of any wild bird. These points outline the main parts of the above legislation. If you are unsure about these issues, it would be advisable to contact an ecological consultant before undertaking any tree work operations.

The proposal makes it necessary to widen the verge/ vehicular crossing on Chapel lane over the verge of the public highway. These works shall be constructed to the satisfaction of the Highway Authority. You are, therefore, required to contact the County Council's Customer Services, on telephone 0300 500 80 80, to arrange for these works be carried out.

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards.

If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848. Further information is also available on The Coal Authority website at [www.coal.decc.gov.uk](http://www.coal.decc.gov.uk).

**NOTICE OF PLANNING PERMISSION**

TP 2/1 (b)

**TOWN AND COUNTRY PLANNING ACT 1990** Application No:2019/0770  
Property specific summary information on past, current and future coal mining activity  
can be obtained from The Coal Authority's Property Search Service on 0845 762  
6848 or at [www.groundstability.com](http://www.groundstability.com).

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Dated:

Authorised Officer

Attention is drawn to the attached notes.