DATE: OTH May

2012

GEORGE ERNEST SHAW

AND

EAST STAFFORDSHIRE BOROUGH COUNCIL

AND

STAFFORDSHIRE COUNTY COUNCIL

AND

PEVERIL HOMES LIMITED

AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO:

LAND AT BURTON ROAD, LUDGATE STREET FARM, TUTBURY **STAFFORDSHIRE**

File Ref.

Planning Application Ref. P/2011/00546/CEH/PO - P/2011/00547/CEH/PO

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1 PARTIES

- 1.1 **GEORGE ERNEST SHAW** of New Farm Farm, Rolleston Lane, Tutbury, Staffordshire DE13 9HE ("the Owner").
- 1.2 **PEVERIL HOMES LIMITED** of High Edge Court, Heage, Belper, Derbyshire DE56 2BW ("the Developer").
- 1.3 **EAST STAFFORDSHIRE BOROUGH COUNCIL** whose principal office is at Town Hall Burton upon Trent Staffordshire ("the Council").
- 1.4 **STAFFORDSHIRE COUNTY COUNCIL** whose principal office is at 2 Staffordshire Place Wedgwood Building Tipping Street Stafford ST16 2DH ("the County").

2 DEFINITIONS

In this Agreement (except where the context otherwise requires):

- 2.1 "the Act" means the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991).
- 2.2 **"the Applications"** means planning application number PA/2011/00546/CEH/PO and planning application number PA/2011/00547/CEH both of which were made valid on 2 June 2011.
- 2.3 "Commencement of the Development" means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Agreement none of the following operations shall constitute a material operation:
 - 2.3.1 site clearance works;
 - 2.3.2 archaeological investigations;
 - 2.3.3 investigations for the purpose of assessing ground conditions;
 - 2.3.4 remedial work in respect of any contamination or other adverse ground conditions;

- 2.3.5 diversion and laying of services
- 2.3.6 erection of any temporary means of enclosure
- 2.3.7 temporary display of site notices or advertisements
- 2.3.8 site preparation works
- 2.3.9 erection of contractors work compound
- 2.3.10 erection of site office
- and "Commence the Development" shall be construed accordingly.
- 2.4 "the County Monitoring Fee" means the sum of £286.00 payable to the County towards the costs of administering and monitoring the planning obligations contained in this Agreement.
- 2.5 "the Development" means the development authorised by the Planning Permission.
- 2.6 "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 Land to be used as individual units of accommodation for independent occupation by one or more people and reference to "Dwelling" shall be construed accordingly.
- 2.7 **"the Planning Manager"** means the person the Council shall appoint as the Head of the Department responsible for Planning Services for the time being.
- 2.7.1 "the Index" means the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used.
- 2.8 "Index Linked" means increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made.
- 2.9 "the Land" means the Land shown for the purposes of identification only edged red on

- Plan Number 1 known as land at Burton Road, New Farm, Tutbury, Staffordshire.
- 2.10 "Occupation of the Development" means beneficial occupation of any part of the Development for any purpose other than the carrying out of the Development and reference to "Occupy the Development" and "Occupy" shall be construed accordingly.
- 2.11 "Phase" means a phase of the Development as shown on Drawing No. 6640/P/06 "Phasing Layout" subject to any variations to phasing that may be agreed from time to time between the Owner and the Council and reference to "Phases" shall be construed accordingly.
- 2.12 "Plan Number 1" means the plan annexed to this Agreement of that number in Annex 1.
- 2.13 "Plan Number 2" means the plan annexed to this Agreement of that number in Annex 2.
- 2.14 "Plan Number 3" means the plan annexed to this Agreement of that number in Annex 3.
- 2.15 "Plan Number 4" means the plan annexed to this Agreement of that number in Annex 4.

- 2.16 "Planning Permission" means a planning permission to be granted by the Council pursuant to each of the Applications in substantially the form of the draft annexed to this Agreement at Schedule 8.
- 2.17 **"Practical Completion"** the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect.
- 2.18 "Satisfaction of the Council" means to the normal standards of the Council applied elsewhere within their administrative area in respect of similar matters.

3 INTERPRETATION

- 3.1 References to the masculine, feminine and neuter genders shall include the other genders.
- 3.2 References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 3.3 References to natural persons are to include corporations and vice versa.
- 3.4 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 3.5 The expressions "the Owner" and the "the Developer" shall include their respective successors in title and assigns and the expressions "the County" and "the Council" shall include their respective successor authority.
- 3.6 A reference to a Clause, Paragraph or Schedule is (unless the context otherwise requires) a reference to a Clause, Paragraph or Schedule of this Agreement.
- 3.7 Words denoting an obligation on a party to do any act or thing include 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.
- 3.8 Where in this Agreement a party includes more than one person any obligations of that party shall be joint and several.
- 3.9 Any reference in this Agreement to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument

includes any amendment or consolidation of it from time to time and for the time being in force.

4 INFORMATION

- 4.1 The Owner owns the freehold interest in the Land and is entitled to be registered as proprietor of it with Title Absolute at H M Land Registry free from incumbrances other than those matters in the conveyance dated 21st May 1920 between Sir Oswald Mosley (1) The Public Trustee (2) and Mary Shaw & Ernest Shaw (3).
- 4.2 The Developer has an interest in the Land by way of an option agreement dated 10 December 2007 and made between the Owner and the Developer.
- 4.3 The Council is the local planning authority for the purposes of the Act for the Land.
- 4.4 The County is the local highway authority for the purposes of the Highways Act 1980 and considers that the Development will necessitate the highway obligations contained in this Agreement and the local education authority within the meaning of Section 12 of the Education Act 1996 for Staffordshire and considers that the Development will necessitate a requirement for a contribution towards the provision of educational facilities in the vicinity of the Development.
- 4.5 The Developer has by the Applications applied to the Council for approval to carry out development on the Land.
- 4.6 The Council is satisfied that the Development is such as may be approved by the Council under the Act and planning permission granted (subject to conditions) subject to the Owner covenanting in the terms of this Agreement.
- 4.7 The Owner by entering into this Agreement does so to create planning obligations in respect of the Land in favour of the Council and the County pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Agreement.

5 STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 This Agreement is made pursuant to:
 - 5.1.1 Section 106 of the Act; and

- 5.1.2 Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000
- and all other enabling powers and enactments which may be relevant for the purpose of giving validity to this Agreement.
- 5.2 The obligations of the Owner in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.
- 5.3 Subject to clause 5.4, the Owner covenants with the Council to the intent that this Agreement shall be enforceable without limit of time (other than as expressly mentioned in this Agreement) against the Owner and any person deriving title through or under it to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person and the Developer acknowledges that its interest in the Land shall be bound by the planning obligations in this Agreement.
- No person shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement: -
 - 5.4.1 after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs **PROVIDED THAT** they shall remain liable for any subsisting breach of covenant prior to parting with their interest; or
 - 5.4.2 that are referred to in the Schedule 1 to Schedule 7 (inclusive) if he shall be an occupier or tenant of any individual Market Housing Unit or a purchaser of an individual Market Housing Unit; or
 - 5.4.2 that are referred to in Schedule 1, Schedule 2 and Schedule 4 to Schedule 7 (inclusive) if he shall be an occupier or tenant of an individual Affordable Housing Unit

- No statutory undertaker shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement in respect of any site used only as an electricity substation, gas governor or pumping station.
- 5.6 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Agreement shall forthwith determine and cease to have effect.
- 5.7 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 5.8 Nothing in this Agreement shall be construed as restricting the exercise by the Council or the County of any powers exercisable by them under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority.

6 WAIVER

No waiver whether expressed or implied by the Council or the County 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 County from enforcing any of the relevant terms of conditions or for acting upon any subsequent breach or default.

7 CONDITION PRECEDENT

The planning obligations contained in this Agreement shall not be enforceable by the Council until the grant of the Planning Permission by the Council and except where otherwise stated in this Agreement the Commencement of Development.

8 OBLIGATIONS

8.1 The Owner, Developer, County and the Council further covenant, agree and declare in respect of the Land as set out in the Schedules.

8.2 The Council agrees with the Owner to grant the Planning Permission as soon as is reasonably practicable after completion of this Agreement.

9 COSTS

- 9.1 The Developer agrees to pay to the Council and the County on the signing of this Agreement their reasonable costs and disbursements of and incidental to the preparation and execution of this Agreement.
- 9.2 The Developer agrees to pay to the County on the signing of this Agreement the County

 Monitoring Fee

10 INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Agreement shall be deemed to be unenforceable or ultra vires the remainder of this Agreement shall remain in full force and effect provided severance from this Agreement is possible.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Agreement shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council, the County and to the specific person executing this Agreement as the Owner and its successors (if any) as defined in this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Agreement.

12 OTHER MATTERS

- 12.1 In the event of a breach by the Owner and / or the Developer of any obligations contained in this Agreement the Owner and the Developer shall keep the Council and the County fully indemnified against all liability, proceedings, costs, claims, demands and expenses incurred or arising under this Agreement.
- 12.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date

- and parties to this Agreement and shall cite the number and clause of this Agreement to which it relates.
- 12.3 Payment of any money under this Agreement shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors' client account cheque within the time specified in this Agreement together with a letter specifically referring the name, date and parties to this Agreement and citing the number and clause of this Agreement to which the relevant sum relates and identifying which portion of the amount relates to any sum calculated to take account of Index Linking.
- 12.4 This Agreement shall be registered as a Local Land Charge.
- 12.5 The Owner agrees with the Council to give the Council and County immediate written notice of any change in ownership of any of interests in the Land 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 together with the area of the Development or unit of occupation purchased by reference to a plan.
- 12.6 The Council agree on the reasonable written request of the Owner after all of the planning obligations under this Agreement have been fulfilled, or at any time after this Agreement ceases to have effect to cancel all relevant entries in the Register of Local Land Charges.
- 12.7 This Agreement shall be registered as a Local Land Charge.
- 12.8 Wherever this Agreement requires the approval agreement determination or consent of the Council or the Owner such approval agreement determination or consent is not to be unreasonably withheld or delayed.
- IN WITNESS of which the Parties have executed this Agreement as a deed and have delivered it upon dating the day and year first before written.

General Obligations

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

- 1. To permit the Planning Manager and any person or persons authorised by him access to the Land or any part of it at all reasonable 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 and the County notice in writing no later than 7 days prior to the anticipated Commencement of the Development.
- 3. To give the Council and the County notice in writing of the Commencement of the Development within 7 days of Commencement of the Development.
- 4. To give the Council and the County notice in writing no later than 7 days prior to the anticipated Occupation of the Development.
- 5. To give the Council and the County notice in writing of the Occupation of the Development within 7 days of Occupation of the Development.

Education provisions

1. **DEFINITION**

"the Education Sum" means £993,058 Index Linked.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council and as a separate covenant with the County with the intent that these are planning obligations for the purposes of Section 106 of the Act as follows:-

- 2.1 Not to Commence the Development until £498,029.50 of the Education Sum (as Index Linked) has been paid to the County and to notify the Council in writing that such payment has been made within 7 days of such payment.
- 2.2 Not to allow the Practical Completion more than 100 Dwellings until a further £247,514.25 of the Education Sum (as Index Linked) has been paid to the County and to notify the Council in writing that such payment has been made within 7 days of such payment.
- 2.3 Not to allow the Practical Completion more than 150 Dwellings until the balance of £247,514.25 of the Education Sum (as Index Linked) has been paid to the County and to notify the Council in writing that such payment has been made within 7 days of such payment.

3. County Obligations

The County covenants with the Owner as follows:-

- 3.1 To apply the Education Sum towards the provision of educational facilities within the vicinity of the Development.
- 3.2 In the event that any part of the Education Sum has not been expended within five years of receipt of that sum then the County shall return the same to the person who paid the Education Sum (or its or their nominee) together with the interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial

Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment.

Affordable Housing Provisions

1 **DEFINITIONS**

- "Affordable Housing" means housing built for use as Intermediate Housing Units and Rented Social Housing Units as delineated on Drawing No. 6640/P/06.
- "Allocations Policy" means the Council's policy for the time being for the allocation of tenants to housing owned by Registered Providers of Social Housing.
- "Affordable Housing Units" means 31 dwellings of Affordable Housing comprising of Intermediate Affordable Housing Units and Rented Social Housing Units to be made available through a Registered Provider for rent and shared ownership and reference to "Affordable Housing Unit" shall be construed accordingly.
- "Affordable Housing Sum" means £100,000 Index Linked.
- "Capital Value" of a housing unit means the price at which the dwelling would be sold on the open market as a Market Housing Unit.
- "Chargee" means any mortgagee or chargee of the Registered Provider of Social Housing or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.
- "Chargee's Duty" means the tasks and duties set out in paragraph 2.12 of this Schedule.
- "Discounted Sale Housing Units" means dwellings which shall be sold in accordance with arrangements approved in writing by the Council to ensure that (i) any purchaser of the property is an Eligible Person who intends to occupy the dwelling as his/her home, and (ii) the Council will be allowed to nominate an Eligible Person to acquire the property in the event that an owner wishes to sell, such approval not to be unreasonably withheld or delayed, at a price not exceeding 60% of the Capital Value, which will be subject to a covenant restricting that the Discounted Sale Housing Unit shall not be sold other than in accordance with the arrangements so agreed and for more than 60% of the Capital Value and shall not be extended and shall not be let.
- "Eligible Person" means a person and their household who is unable to pay the Capital Value of the housing unit).

"Homes and Communities Agency" means the Homes and Communities Agency or the Tenant Services Authority as may be applicable or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).

"Intermediate Affordable Housing Units" means dwellings designated as Shared Ownership Housing Units or Rent to Shared Ownership Housing Units or Discounted Sale Housing Units and reference to "Intermediate Affordable Housing Units" shall be construed accordingly.

"Market Housing Units" means that part of the Development which is housing for sale on the open market and which is not Affordable Housing Units and reference to "Market Housing Unit" shall be construed accordingly.

"Registered Provider of Social Housing" means a registered landlord as defined in Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or reenactment of such Act) 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 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as may be proposed by the Owner and approved by the Council 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).

"Rented Social Housing Units" means dwellings which shall be let by a Registered Provider of Social Housing to a person allocated the Rented Social Housing Unit in accordance with the Council's Allocations Policy (unless the Council does not have an Allocations Policy), at a rent determined through the national rent regime (Rent Influencing Regime guidance) unless the Council has agreed with the Registered Provider owning the Rented Social Housing Unit that it may, subject to the approval of the Homes and Communities Agency, let it at an Affordable Rent of up to 80% of Market Rent, which the Council will agree provided that the additional income is used by the Registered Provider of Social Housing to fund investment in providing additional affordable housing in East Staffordshire, and reference to "Rented Social Housing Units" shall be construed accordingly.

"Rent to Shared Ownership Housing Units" means dwellings which shall be let by a Registered Provider of Social Housing or in accordance with management arrangements approved in writing by the local planning authority, such approval not to be unreasonably withheld or delayed, to an Eligible Person who intends to and expects to be able to purchase a share of the property within 5 years and who will be permitted to purchase a share of the property as a Shared Ownership Housing Unit during that timescale, and at a rent which is not greater than 80% of the Market Rent.

"Protected Tenant" means any tenant who:-

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- (b) has been granted a shared ownership lease by the Registered Social Landlord in exercise of that person's statutory right in respect of a particular Affordable Housing Unit

and any successor in title to any of (a) and (b) above.

"Shared Ownership Housing Units" means dwellings which shall be sold by a Registered Provider of Social Housing or in accordance with management arrangements approved in writing by the local planning authority, such approval not to be unreasonably withheld or delayed, to an Eligible Person who intends to occupy the dwelling as his/her home, on a part rent/part sale (lease) basis where the initial sale price is a 25% to 75% share of the Capital Value and the rent does not exceed 3% of the balance of the Capital Value and annual rent increases are limited to RPI (September figure) plus 0.5%, and under a lease containing the Homes and Communities Agency's (or successor body's) Fundamental Clauses for inclusion in grant funded shared ownership leases, and once arrangements have been approved in writing by the local planning authority to ensure that the proceeds of sale of any share of Capital Value above 50% are recycled into provision of alternative affordable housing in East Staffordshire.

2 PLANNING OBLIGATIONS

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

- 2.1 Not to Commence the Development of Phase 1 without having first paid the Affordable Housing Sum.
- 2.2 To designate 15 dwellings to be constructed as part of the development consisting of 3 x two bedroom bungalows to be provided on plots 12, 13 and 14, and 7 x two bedroom houses to be provided on plots 104, 115, 116, 176, 177, 188 and 189, and 4 x three bedroom houses to be provided on plots 112, 113, 110 and 111, and 1 x 4 bedroom house to be provided on plot 140 or such other locations and that may be agreed in writing between the Owner and the Council, as Rented Social Housing Units.
- 2.3 To designate 16 dwellings to be constructed as part of the development consisting of 3 x two bedroom houses to be provided on plots 103, 183 and 184 and 13 x three bedroom houses to be provided on plots 30, 31, 33, 52, 53, 88, 90, 91, 114, 120, 141, 186 and 187 or such other locations that may be agreed in writing between the Owner and the Council as Intermediate Affordable Housing Units and prior to occupation of each of the Intermediate Affordable Housing Units to notify the Planning Manger in writing of the designation as either a Shared Ownership Housing Unit or a Rent to Shared Ownership Housing Unit or a Discounted Sale Housing Unit.
- 2.4 To construct the Affordable Housing in a good and workmanlike manner.
- 2.5 To construct the Affordable Housing so that it meets the standards applicable to New Build General Needs rented units in the Housing Corporation's 'Design and Quality Standards April 07' document or to such other standards that may be agreed with the Registered Provider of Social Housing and the Council.
- 2.6 To provide fixtures and fittings within the Affordable Housing to the standard normally expected by Registered Providers of Social Housing.
- 2.7 Subject to paragraph 2.10 of this Schedule:
- 2.7.1 Not to Occupy more than 80% of the Market Housing Units to be provided in Phase 1 unless the Intermediate Affordable Housing Units to be provided on plots 30, 31, 33, 120, 183, 184, 186 and 187 have been constructed to Practical Completion and have been transferred to a Registered Provider of Social Housing or occupied; and the Rented Social Housing Units to be provided on plots 12, 13, 14, 188 and 89 have been constructed to

- Practical Completion and have been transferred to a Registered Provider of Social Housing; and
- 2.7.2 Not to Occupy more than 10% of the Market Housing Units to be provided in Phase 2 unless the Affordable Housing Units specified in paragraph 2.7.1 have been transferred to a Registered Provider of Social Housing or Occupied and not to Occupy more than 80% of the Market Housing Units to be provided in Phase 2 unless the Rented Social Housing Units to be provided on plots 176 and 177 have been constructed to Practical Completion and have been transferred to a Registered Provider of Social Housing Rented Social; and
- 2.7.3 Not to Occupy more than 10% of the Market Housing Units to be provided in Phase 3 unless the Affordable Housing Units specified in paragraph 2.7.2 have been transferred to a Registered Provider of Social Housing or Occupied and not to Occupy more than 80% of the Market Housing Units to be provided in Phase 3 unless the Intermediate Affordable Housing Units to be provided on plots 52, 53, 88, 90 and 91 have been constructed to Practical Completion and have been transferred to a Registered Provider of Social Housing or occupied; and
- 2.7.4 Not to Occupy more than 10% of the Market Housing Units to be provided in Phase 4 unless the Affordable Housing Units specified in paragraph 2.7.3 have been transferred to a Registered Provider of Social Housing or Occupied and not to Occupy more than 80% of the Market Housing Units to be provided in Phase 4 unless the Intermediate Affordable Housing Units to be provided on plots 103, 114 and 141 have been constructed to Practical Completion and have been transferred to a Registered Provider of Social Housing or occupied; and the Rented Social Housing Units to be provided on plots 104, 110, 111, 112, 113, 115, 116 and 140 have been constructed to Practical Completion and have been transferred to a Registered Provider of Social Housing Rented Social
- 2.8 Subject to paragraphs 2.10 and 2.11 of this Schedule not to permit the beneficial occupation of any Affordable Housing Unit unless it has been let as a Rented Social Housing Unit or a Rent to Shared Ownership Housing Unit or sold as a Shared Ownership Housing Unit or a Discounted Sale Housing Unit.
- 2.9 Paragraphs 2.2 to 2.8 of this Schedule shall not be binding upon the Owner in relation to an individual Dwelling if he has satisfied the Planning Manager that the Owner is unable

- to secure a sale of that Dwelling to a Registered Provider of Social Housing after making reasonable efforts to secure such a sale as follows: -
- 2.9.1 advertising the sale of the Dwelling to Registered Provider of Social Housing for at least three months following completion of the Dwelling;
- 2.9.2 attempting to enter into serious negotiations with Registered Providers of Social Housing who operate in borough of East Staffordshire and neighbouring districts;
- 2.9.3 reducing the price of the Dwelling to a price which reflects the rental income which will accrue to a Registered Provider of Social Housing.
- 2.10 In the event that the Council is satisfied that the Owner has made reasonable efforts in accordance with paragraph 2.9 of this Schedule to transfer a Dwelling to a Registered Provider of Social Housing and that there are no reasonable prospects of securing the transfer of that Dwelling to a Registered Provider of Social Housing then the Owner shall be permitted to dispose of that Dwelling on the open market free from the restrictions and obligations contained in this Agreement.
- 2.11 The obligations contained in clauses 2.2 to 2.10 shall not be binding upon
 - 2.11.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - 2.11.2 any Chargee or successor in title thereto provided that the Chargee shall have first complied with the Chargee's Duty; or
 - 2.11.3 any purchaser from a mortgagee or chargee or receiver of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any successor in title thereto.

Chargees Duty

2.12 The Chargee prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge must give not less than three months prior notice to the Planning Manager of its intention to dispose and the notice must make specific reference to this Agreement and:

- 2.12.1 if the Planning Manager responds within three months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall cooperate with such arrangements and use its reasonable endeavours to secure such transfers.
- 2.12.2 if the Planning Manager does not serve its response to the notice served under paragraph2.12 of this Schedule within such three months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule.
- 2.12.3 if the Council or any other person cannot within three months of the date of service of its response under paragraph 2.12.1 of this Schedule secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 2.12 the Chargee shall be entitled to dispose of the Affordable Housing Unit free of the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 2.12 of this Schedule 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.

Travel Plan Framework and Provision of a Bus Service

PART - 1: TRAVEL PLAN FRAMEWORK

1. **DEFINITIONS**

- 1.1 "Travel Plan Framework" shall mean the Travel Plan Framework appended to this Agreement at Schedule 9.
- 1.2 "Travel Plan" shall mean Travel Plans to be approved in writing by the County pursuant to the Travel Plan Framework.
- 1.3 "Travel Plan Co-ordinator" means a travel plan co-ordinator to be appointed by the Owner in relation to the Travel Plan.
- 1.4 "Travel Plan Sum" means the sum of £6,200.00 Index Linked to be paid for the monitoring and review of the Travel Plan.
- 1.5 "Annual Performance Report" shall mean the annual reports to be submitted indicating how the Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan

2. PLANNING OBLIGATIONS

- 2.1 The Owner covenants with the Council and the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:
 - (i) Not to commence any part of the Development until the Travel Plan Sum has been paid to the County and further, to notify the Council that such payment has been made within 14 days of such payment.
 - (ii) By the Practical Completion of the first Dwelling to have appointed and funded a suitably qualified Travel Plan Co-ordinator(s) with the responsibilities and duties set out in the Travel Plan Framework.

- (iii) Not to commence any part of the Development until submitting and obtaining the approval of the County in writing to a Travel Plan in relation to that part of the Development in accordance with the Travel Plan Framework.
- (iv) In the event that the County declines to approve any Travel Plan, to submit a revised Travel Plan to the County within a further period of one month from receipt by the Owner of the County's notification of the Travel Plan not being acceptable and the revised Travel Plan shall address the County's reasons for refusal. This process shall be repeated as often as necessary until the Travel Plan is approved in 'writing by the County.
- (v) To implement each Travel Plan approved by the County in accordance with the programme of implementation set out in each plan.
- (vi) Ensure that the Travel Plan Co-ordinator is identified to the County immediately following their nomination and that any changes in this nomination or responsibilities are notified to the County.
- (vii) Produce and submit to the County an Annual Performance Report, (which shall include, as appropriate, the remedies required as set out in the Travel Plan Framework) for approval in writing in respect of all, or each part of, the Development in accordance with the Travel Plan Framework. In the event that the Annual Performance Report is submitted, which does not in the opinion of the County achieve the objectives and or targets of the Travel Plan Framework to submit proposals and or remedies in accordance with the Travel Plan Framework to the County for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and or remedies to the Travel Plan are approved by the County.
- (viii) Implement the Travel Plan and any modifications arising from the Annual Performance Report approved in writing by the County.
- (ix) Submit a copy of any modified Travel Plans (following Annual Performance Report or otherwise), approved by the County, to the Council.
- (x) Meet with the County on request and within three weeks of the request being made (or such other time agreed between the County and the Owner) to discuss the Travel Plan and / or Annual Performance Report.

3 THE COUNTY OBLIGATIONS

3.1 To undertake with the Travel Plan Co-ordinator the on-going monitoring and review of any

Travel Plan in accordance with the requirements therein.

3.2 To provide support and advice to the Travel Plan Co-ordinator in implementing the Travel

Plans.

3.3 To respond to the Owner's Travel Plans for all or each part of the Development and

associated Annual Performance Reports within three weeks of receipt with either

recommendations for approval, or in the event that the Travel Plan and Annual Performance

Report being unacceptable to the County the reasons (which shall be reasonable) to explain

to the Owner why revised proposals and or remedies will need to be submitted for approval

in writing by the County in accordance with the Travel Plan Framework.

3.4 Advise the Council of instances where the Owner has not complied with the Travel Plan or

modified Travel Plan (following Annual Performance Reports or otherwise) in order for the

Council to consider whether enforcement proceedings are necessary.

3.5 To use the Travel Plan Sum solely in connection, with the Travel Plan Framework and the

Travel Plans.

3.6 Submit a copy of any modified Travel Plan (following Annual Performance Report or

otherwise), approved by the County, to the Council.

PART 2: BUS SERVICE

1. **DEFINITIONS**

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1.1 "Bus Service" means the provision of a service into the Development which serves Burton-on-Trent and Uttoxeter with a 30 minute frequency operating Monday — Saturday with a 20 minute frequency between 07:00 to 8:30 and 17:00 to 18:30 Monday — Friday. The service is to be provided for a period of three years.

2 PLANNING OBLIGATIONS

- 2.1 The Owner covenants with the Council and the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:
 - 2.1.1 To notify the Council and the County upon the Occupation of the 50th Dwelling and at that time to provide the Council and the County with an estimated date by when Occupation of 80th Dwelling will occur.
 - 2.1.2 To provide the Bus Service through the Development upon the Occupation of the 80th Dwelling unless otherwise agreed in writing by the Council and the County **PROVIDED THAT** it is agreed that the Owner's total liability in connection with providing the Bus Service shall be limited to and in any event shall not exceed £150,000.00 per annum.

On Site Provision of Sports Pitch, Changing Rooms and Community Building

1 **DEFINITIONS**

- **1.1** "Sports Pitch" means the sport pitch that is to be constructed on the Land as delineated on Plan Number 4.
- **1.2** "Changing Rooms" means the changing rooms that are to be constructed on the Land as delineated on Drawing Plan Number 4.
- **1.3 "Community Building"** means the building that is to be constructed on the Land as delineated on Drawing Plan Number 4.

2 PLANNING OBLIGATIONS

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

- 2.1 Not to Commence the Development in relation to the Phase or Phases (as the case may be) within which the Sports Pitch, Changing Rooms and Community Building are to be constructed until it has submitted to and the Council have approved a scheme ("the Scheme") relating to the provision of the Sports Pitch, Changing Rooms and Community Building such scheme to include a programme for implementation completion and delivery of the Sports Pitch, Changing Rooms and Community Building PROVIDED THAT it is agreed that if the Sports Pitch and / or the Changing Rooms and / or the Community Building are to be provided in separate Phases the Owner will be entitled to submit separate schemes.
- 2.2 Upon the approval by the Council of the Scheme to construct to the Sports Pitch, Changing Rooms and Community Building as the case may be to the satisfaction of the Council in accordance with the Planning Permission and approved specifications and plans and in accordance with the programme for implementation completion and delivery of the Sports Pitch, Changing Rooms and Community Building approved as part of the Scheme.

Open Space and Landscaping

1. **DEFINITIONS**

- 1.1 "The Additional Works" means the works required to be completed in accordance with the requirements of the Planning Manager.
- 1.2 "The Adoption Conditions" mean:
 - 1.2.1 the completion of all remedial works required by a notice given by the Council to the Owner under Paragraph 2.8 of this Schedule (if any) to the Satisfaction of the Council; and
 - 1.2.2 the Commuted Sum has been paid to the Council by the Owner pursuant to Paragraph 2.9.
- 1.3 "The Commuted Sum" means £527,500.00 Index Linked.
- 1.4 "Open Space" shall mean the piece or pieces of land to be dedicated as such for use by the public shown shaded green on Plan Number 2.
- 1.5 "LEAP" means a 'local equipped area for play' as defined by Fields in Trust (or such successor body or organisation whose primary objects are protecting and improving outdoor sports and play spaces) including play equipment predominantly for children up to the age of 12 years with seating for accompanying adults to be dedicated to the public shown on Plan Number 2.
- 1.6 "Play Equipment" shall mean all equipment and safety features to be provided within the LEAP identified on a schedule submitted by the Owner to the Council as part of the Planning Application.
- 1.7 "the Practical Completion Date" shall be the earlier of the following dates:
 - 1.7.1 The date being eight weeks after the date the Owner notifies the Planning Manager of the completion of the works to be carried out upon the Open Space and the Play Equipment and the LEAP **PROVIDED THAT** the Council has not within such

eight week period notified the Owner of any works which the Council believes have not been carried out to the Satisfaction of the Council.

1.7.2 The date when the Council notifies the Owner that the works to be carried out upon the Open Space and the Play Equipment/LEAP have been completed to the Satisfaction of the Council.

2. PLANNING OBLIGATIONS

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

- 2.1 To provide in accordance with the Planning Permission and the conditions thereto the Open Space and/or the Play Equipment/LEAP within the Phase or Phases (as the case may be) that those areas are to be provided **PROVIDED THAT** for the avoidance of doubt it is agreed that the LEAP will be provided within Phase 2.
- 2.2 Prior to the Commencement of the Development of each Phase within which Open Space is to be provided and prior to the Commencement of the Development of Phase 2 within which the LEAP and/or Play Equipment is or are to be provided, to deposit with the Council a sum of money or a bond to an amount and in a form to be determined by the Council, such amount of money or bond to be equal to (in the reasonable opinion of the Planning Manager) the cost of providing the Open Space and the Play Equipment ("Performance Bond").
- 2.3 To identify clearly the location of the Open Space and/or the LEAP and the Play Equipment on each of the following documents:
- 2.3.1 The marketing literature given to members of the public enquiring about any of the Dwellings.
- 2.3.2 Any plan of the Land displayed in any sales office or estate agents office marketing any of the Dwellings.
- 2.3.3 The literature or documentation submitted to a prospective purchaser of any of the Dwellings or his legal representative for the purpose of entering into a contract with a prospective purchaser.

- 2.4 To state in writing to any prospective purchaser of any of the Dwellings adjacent to an Open Space or the Play Equipment/LEAP, as the case might be, that it is adjacent to an open space or play area which is to be dedicated as such for use by the public.
- 2.5 In carrying out any landscaping works required under this Agreement to comply with the technical requirements of the Council.
- 2.6 To maintain the Open Space and the LEAP (excluding the Play Equipment) until adoption by the Council for use by the general public as open space and during such period to replace any dead, diseased or dying plants and trees within the Open Space and/or the LEAP.
- 2.7 Within 14 days of completion of the works to be carried out upon the Open Space and/or the LEAP, to notify the Planning Manager in writing of the same in order that an inspection may be carried out.
- 2.8 To carry out any remedial work required to be carried out upon the Open Space and/or the LEAP which is notified to the Owner in writing by the Council, such remedial work to be completed as soon as practicable.
- 2.9 Within four weeks of the Practical Completion Date to pay to the Council (such payment to be sent to the Head of Resource and Financial Management of the Council) the Commuted Sum as a contribution towards the cost of the future upkeep and maintenance by the Council of the Open Space, the LEAP and the Play Equipment and to offer the Open Space, the LEAP and the Play Equipment to the Council for adoption.
- 2.10 Immediately prior to the commencement of installation of the Play Equipment, the Owner shall give written notice of such commencement to the Planning Manager.
- When the Owner is of the opinion that the installation of the Play Equipment has been completed in accordance with paragraph 2.10 of this Schedule the Owner shall give written notice to the Planning Manager in order that an inspection may be carried out.
- 2.12 If in the opinion of the Planning Manager the Play Equipment is not satisfactory then the Owner shall within two weeks of receipt of a schedule of Additional Works (or within such other period that may be agreed in writing between the Owner and the Council) carry out and complete such Additional Works.

- 2.13 When the Owner is of the opinion that the Additional Works are complete he shall give written notice to the Planning Manager in order that a further inspection may be carried out.
- 2.14 To permit the Planning Manager and those authorised by him access to the Land or any part thereof at all reasonable times, on reasonable notice and in compliance with the Owner's reasonable requirements, to maintain the Play Equipment after it has been adopted pursuant to Paragraph 3.3 of this Schedule.
- 2.15 To allow the public access to the Open Space and the LEAP on foot and where applicable bicycle only at all times **PROVIDED THAT** the Owner may close the Open Space and the LEAP or any part thereof for reasonable periods by reason of:
- 2.15.1 emergency,
- 2.15.2 cleansing, maintenance and repair;
- 2.15.3 at the direction of the emergency services or other lawful authority
- 2.15.4 Public access to the Open Space and the LEAP shall be subject to such other requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements and regulations shall not be imposed without the Council's prior approval.
- 2.16 The Owner may erect notices on the Open Space and the LEAP and access to them may be denied by the Owner for one day each year in order to prevent public rights of way or common rights coming into being.
- 2.17 Access may be denied by the Owner for the maintenance, repair, cleansing or renewal of the Open Space and the LEAP or any building or land abutting it subject to the Council's prior approval.
- 2.18 Ensure that the Open Space Land is kept in a clean and tidy state and properly maintained.
- 2.19 The Owner hereby declare that pursuant to Section 31(5) Highways Act 1980 that the Open Space and the LEAP has not been dedicated to the public nor is any use by the public of any part of the Open Space and the LEAP to be taken in any way as an

intention by the Owner to dedicate the same as highway **PROVIDED THAT** this provision will not be taken as preventing the Owner from dedicating to the County as a highway areas within the Open Space and the LEAP if it elects to do so at its discretion.

3 THE COUNCIL'S OBLIGATIONS

- 3.1 The Council hereby agrees that:
- 3.1.1 As soon as all of the Adoption Conditions have been satisfied the Council will maintain the Open Space and LEAP as public open space pursuant to the Open Spaces Act 1906 and will indemnify the Owner in respect of any claims, demands, losses, liabilities or expenses incurred by it in respect of the Open Space and LEAP.
- 3.1.2 As soon as is practical after receipt of the Owner's notice referred to in Paragraph 2.11 (but in any event within 1 month of receipt of such notice) the Planning Manager shall carry out an inspection to ensure that the Play Equipment is being installed in accordance with the approved Open Space Scheme.
- 3.1.3 As soon as is practical after receipt of the Owner's notice or notices referred to in paragraph 2.13 of this Schedule the Planning Manager shall carry out an inspection and if he is satisfied with the Play Equipment then the Council shall immediately thereafter adopt and maintain the said Play Equipment.
- 3.1.4 If the Owner complies in all respects with the provisions of paragraph 2 of this Schedule then upon adoption by the Council of the Open Space, the LEAP and the Play Equipment the Council shall repay to the Owner or its nominee the Performance Bond together with interest from the date of payment of the Performance Bond to the Council until the date of the repayment of the Performance Bond.
- 3.1.5 If the Owner has not completed the works in a Open Space Scheme in relation to a Phase in accordance with the implementation programme agreed as part of the Open Space Scheme relating to that Phase then the Council shall be permitted to enter upon the Land and carry out such works as it deems necessary to implement and complete the Open Space Scheme ("Works").

3.1.6 Upon completion of the Works the Council shall calculate the cost to itself (including administrative costs) of carrying out the Works ("Works Costs") and shall return to the Owner the balance of the Performance Bond after deduction of the Works Costs.

4 TRANSFER

- 4.1 The Council and the Owner hereby agree pursuant to Section 123 of the Local Government Act 1972 and every other power enabling that the Owner will convey the Open Space and the LEAP by way of gift to the Council as soon as practicable after the Adoption Conditions have been satisfied and upon completion of the transfer the Owner shall pay to the Council its reasonable costs of and incidental to the transfer Provided that where title to the Open Space and Play Area is registered:
- 4.1.1 the Owner shall furnish the Council, if required, with a copy of the subsisting entries in the register and of any filed plans and copies or abstracts of any documents or any part thereof noted on the register so far as they respectively affect the Open Space and LEAP (except charges or incumbrances registered or protected on the register which are to be discharged or overridden at or prior to completion); and
- 4.1.2 the Owner shall furnish the Council with such copies abstracts and evidence (if any) in respect of any subsisting rights and interests appurtenant to the registered land as to which the register is not conclusive, and of any matters excepted from the effect of registration as the Council would have been entitled if the Open Space and LEAP had not been registered.
- 4.2 It is agreed between the parties hereto that this Paragraph 4 is not made pursuant to Section 106 of the Act and is not a planning obligation

Common Amenity Area Management Scheme

1 **DEFINITIONS**

- 1.1 "the Common Amenity Area" means that part of the Land shaded gray on Plan Number 3.
- 1.2 "the Common Amenity Area Management Scheme" means the scheme to control the use of the Common Amenity Area by the residents of the Dwellings.
- 1.3 "Management Company" means a private limited company:
 - 1. which is incorporated in England and Wales;
 - 2. which has its registered office in England or Wales;
 - 3. whose members are limited to owners of the Land or a part of it;
 - 4. whose objects permit the company to implement the Common Amenity Area Management Scheme

which is to be set up by the Owner or which is already in existence and shall be responsible for implementing the Common Amenity Area Management Scheme on behalf of the Owner for the lifetime of the Development.

2 PLANNING OBLIGATIONS

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

- 2.1 Not to Occupy the Development without having first:
- 2.1.1 submitted the Common Amenity Area Management Scheme to the Council for approval; and
- 2.1.2 obtained approval in writing by the Planning Manager on behalf of the Council of the Common Amenity Area Management Scheme (such approval not to be unreasonably withheld or delayed).
- 2.2 Not to Occupy the Development without having first:

- 2.2.1 formed the Management Company and provided evidence of such formation to the Council (including a certified copy of the Memorandum and Articles of Association of the company); and
- 2.2.2 produced to the Council a copy of the form of transfer (including the provisions required by sub-clause 2.3 below) which is to be used for the sale of each Dwelling.
- 2.3 Not to Occupy any Dwelling unless and until a transfer of that Dwelling has been completed with the purchaser of that Dwelling that includes provisions dealing with the following:
- 2.3.1 an obligation on the purchaser to become a member of the Management Company;
- 2.3.2 a covenant by the purchaser to pay the required contributions (being a fair proportion of the overall cost) to the Management Company in respect of the Dwelling (or part thereof) so that the Management Company can comply with the obligations contained in this Agreement;
- 2.3.3 an application to the Land Registry for the registration of a restriction in the land register for the Dwelling that any future disposal of the title interest in the Dwelling (or part thereof) shall not be registered unless it is accompanied by a certificate from the Management Company confirming that sub-clauses 2.3.1 and 2.3.2 above have been complied with.
- 2.4 Not to carry out any development (within the meaning of Section 55 of the Act) on the Common Amenity Area and to use such land only as open amenity space and for car parking in accordance with the Planning Permission.
- 2.5 Not to build or place any buildings structures or erections in, on, over or under the Common Amenity Area whether temporary or otherwise unless first agreed in writing by the Council.
- 2.6 To implement the Common Amenity Area Management Scheme as approved by the Planning Manager on behalf of the Council for the lifetime of the Development in accordance with the timescales set out therein and for the avoidance of doubt this liability shall remain with the Owner notwithstanding that the day to day implementation is to be facilitated by the Management Company.

- 2.7 Not to wind up the Management Company without the prior written consent of the Council during the lifetime of the Development.
- 2.8 Not to alter the Memorandum or Articles of Association of the Management Company without the prior written approval of the Council such approval not to be unreasonably withheld or delayed.
- 2.9 Upon completion of the first sale of each Dwelling, to issue or transfer one share in the Management Company to the purchaser of such Dwelling.

SCHEDULE 8 Draft Planning Permission



TOWN AND COUNTRY PLANNING ACT 1990 PERMISSION FOR DEVELOPMENT

Date valid application received: 02/06/2011

Application No: P/2011/00546/CEH/PO

Name and address of Agent

Signet Planning
Strelley Hall
Main Street
Strelley Village
Nottingham

NG8 6PE

Name and address of Applicant

Peveril Homes
Beech Lawn
Green Lane
Belper
Derbyshire

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

----DRAFT-----

Erection of 212 dwellings and associated garages, erection of 14 commercial units and a community building and the provision of public open space, allotments and a sports pitch, including the formation of two vehicular accesses

Land at Burton Road, Tutbury, Staffordshire

in accordance with the submitted documents and plans and subject to the condition(s) specified hereunder:

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

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.

The development hereby permitted shall be carried out in accordance with the following approved plans subject to compliance with other conditions of this permission:

Drawing No.s:

6640/P/OS1 Site Location Plan A dated as received on 19th August 2011

6640/P/01H Overall Site Plan dated as received 24th August 2011

6640/P/02H Residential Site Plan dated as received 24th August 2011

6640/P/03B Road Layout dated as received 19th May 2011

6640/P/04 House Type Mix dated as received 19th May 2011

6640/P/05A Open Spaces Areas dated as received 19th May 2011

6640/P/06 Phasing Plan 19th May 2011

6640/P/07 Site Areas dated as received 19th May 2011

6640/P/08 Site Survey dated as received 19th May 2011

6640/P/10D Type A House dated as received 19th May 2011

6640/P/12E Atlow House Type dated as received 19th May 2011

6640/P/13E Type B House Type dated as received 19th May 2011

6640/P/14H Wessington Special Floor Plans dated as received 19th May 2011

6640/P/15H Wessington Special Elevations dated as received 19th May 2011

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6640/P/16A Type C Special dated as received 19th May 2011 6640/P/17E Atlow Special House Type dated as received 19th May 2011 6640/P/18C Broadwater House Type dated as received 19th May 2011 6640/P/19D Bungalow Type A House Type dated as received 19th May 2011 6640/P/20E Bungalow Type B dated as received 19th May 2011 6640/P/21D Type C House Type dated as received 19th May 2011 6640/P/22F Claremont A House Type dated as received 19th May 2011 6640/P/23D Type D House Type dated as received 19th May 2011 6640/P/24H Type F House Type dated as received 19th May 2011 6640/P/26C Type G House Type dated as received 19th May 2011 6640/P/26E Grangewood House Type dated as received 19th May 2011 6640/P/28D Lichfield A House Type dated as received 19th May 2011 6640/P/29E Lichfield B House Type dated as received 19th May 2011
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6640/P/30B Lichfield C House Type dated as received 19th May 2011
6640/P/31D Sheringham A Floor Plans dated as received 19th May 2011
6640/P/32D Sheringham A Elevations dated as received 19<sup>th</sup> May 2011
6640/P/33F Sheringham B Floor Plans dated as received 23rd August 2011
6640/P/34F Sheringham B Elevations dated as received 23rd August 2011
6640/P/35E Taunton House Type dated as received 19th May 2011
6640/P/36A Claremont B 6640/P/20 dated as received 19th May 2011
6640/P/37C Welbeck House Type dated as received 19th May 2011
6640/P/38D Wessington Floor Plans dated as received 19th May 2011
6640/P/39D Wessington Elevations dated as received 19th May 2011
6640/P/40B Wessington Extra Floor Plans dated as received 19th May 2011
6640/P/41B Wessington Extra Elevations dated as received 19th May 2011
6640/P/42A Garage Plans and Elevations dated as received 19th May 2011
6640/P/45 Indicative Streetscenes dated as received 19th May 2011
6640/P/46 Indicative Streetscenes dated as received 19th May 2011
6640/P/51 Units 1-6 and Community Plans dated as received 19th May 2011
6640/P/52 Unit 7-14 Floor Plans dated as received 19th May 2011
6640/P/53 Commercial Units Roof Plan dated as received 19<sup>th</sup> May 2011
6640/P/54 Commercial Light Industrial Units dated as received 19th May 2011
6640/P/055 Commercial Units Northerly Elevations dated as received 19th May 2011
6640/P/056 Commercial Western Elevations dated as received 19th May 2011
6640/P/057 Commercial Eastern Elevations dated as received 19th May 2011
6640/P/058 Commercial Units Southern Elevations dated as received 19th May 2011
6640/P/059 Commercial Units North & West Elevations to Entry dated as received 19th May 2011
6640/P/060 Commercial Units South & East Elevations to Entry dated as received 19th May 2011
6640/P/70 Red Line Site Plan dated as received 19th May 2011.
L3125/01 Schematic Planting Plan dated as received 19th May 2011
L3125/03 Detailed Planting Plan 1 of 13 dated as received 19th May 2011
L3125/04 Detailed Planting Plan 2 of 13 dated as received 19th May 2011
L3125/05 Detailed Planting Plan 3 of 13 dated as received 19th May 2011
L3125/06 Detailed Planting Plan 4 of 13 dated as received 19th May 2011
L3125/07 Detailed Planting Plan 5 of 13 dated as received 19th May 2011
L3125/08 Detailed Planting Plan 6 of 13 dated as received 19th May 2011
L3125/09 Detailed Planting Plan 7 of 13 dated as received 19th May 2011
L3125/010 Detailed Planting Plan 8 of 13 dated as received 19th May 2011
L3125/011 Detailed Planting Plan 9 of 13 dated as received 19th May 2011
L3125/012 Detailed Planting Plan 10 of 13 dated as received 19th May 2011
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L3125/013 Detailed Planting Plan 11 of 13 dated as received 19th May 2011 L3125/014 Detailed Planting Plan 12 of 13 dated as received 19th May 2011 L3125/015 Detailed Planting Plan 13 of 13 dated as received 19th May 2011

Reason: For the avoidance of doubt to ensure the development will not adversely affect the appearance of the locality, the amenities of neighbouring properties, or the safe and efficient use of the adjoining highway, will not create or exacerbate the risk of flooding in the locality, and will make adequate provision for affordable housing and public open space in accordance with East Staffordshire Local Plan Saved Policies BE1, H6, H12 and T1, the East Staffordshire Design Guide, the Open Spaces and Housing Choice Supplementary Planning Documents and the National Planning Policy Framework.

Prior to the commencement of development of each phase as defined on the approved Phasing Plan (Drawing No. 6640/P/06) samples and details of all external materials and finishes (including those for walls, roofs, windows, doors, parapets and chimneys including details of coursing in respect of brickwork and tiles) shall be submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out using the agreed materials and finishes.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

Prior to the commencement of development, and notwithstanding the submitted landscaping details, further landscaping details in respect of the land adjacent to the spine road shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure a landscaping scheme to enhance the development is provided and in the interests of highway safety as recommended by the Highway Authority in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1 and the East Staffordshire Design Guide.

Prior to the commencement of development in respect of Phase 2 as defined on the approved Phasing Plan (Drawing No. 6640/P/06) full details of the play equipment/area, including details of all materials and finishes, shall be submitted to and approved in writing by the Local Planning Authority. The play equipment/area shall be provided in accordance with the approved details prior to the first occupation of any of the dwellings within Phase 2.

Reason: To ensure the play equipment/area is fit for purpose and to safeguard the character and appearance of the locality in accordance with East Staffordshire Local Plan Saved Policy BE1, the Open Spaces Supplementary Planning Document, and the East Staffordshire Design Guide.

Prior to the commencement of development details of all materials for hard-surfaced areas (including accesses, roads, parking, servicing and turning areas, pavements and any hard-surfaced areas in the public open space and around buildings) shall be submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out using the agreed materials.

Reason: To safeguard the character and appearance of the development and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

Prior to the commencement of development details of boundary treatment, including materials, finishes, heights and sections (where there are changes in topography) shall be submitted to and

approved in writing by the Local Planning Authority. The boundaries between new dwellings and the public realm shall consist of walls and/or railings. The boundary treatment shall be provided in accordance with the approved details prior to the first occupation/use of the part of the development to which it relates.

Reason: To safeguard the character and appearance of the development and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

Prior to the commencement of the development details of all verges and eaves of buildings (including those for any proposed porches and dormer windows) at a minimum scale of 1:5 shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

Prior to the commencement of development details of all proposed external joinery, including materials and finishes, sections to a minimum scale of 1:5 showing the relationship of windows and doors to the outer face of walls, and cill and lintel details, shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

Prior to the commencement of development details of any garage doors, including materials, finish and setback from outer walls shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

Prior to the commencement of development precise details of the type, size, materials and finish of any proposed rooflights shall be submitted to and approved in writing by the Local Planning Authority. The approved rooflights shall be fitted such that their outer faces are flush with the plane of the roof unless otherwise first agreed in writing with the Local Planning Authority. Once installed the rooflights shall not be replaced with any alternative type without the prior written consent of the Local Planning Authority.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, and the East Staffordshire Design Guide.

Prior to the commencement of construction of any exterior walls in respect of each phase of the development as defined on the approved Phasing Plan (Drawing No. 6640/P/06), a 1m square sample panel of brickwork to show the proposed coursing, bonding and pointing (including details of mortar mix and colour) shall be prepared for inspection and approval in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved

details.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, and the East Staffordshire Design Guide.

Prior to the commencement of development hereby approved details of all slab levels and any regrading proposed to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with those details so approved.

Reason: To ensure that the development does not adversely affect the amenities of adjoining properties and the character or appearance of the area in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, and the East Staffordshire Design Guide.

Prior to the commencement of development a scheme for the disposal of foul and surface waters, to include sustainable drainage principles and the hydrological and hydrogeological context of the development shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall incorporate sustainable urban drainage systems in the form of ponds, swales and underground storage, and include details of how the scheme will be managed once in operation. The development shall only be carried out, and the drainage scheme subsequently managed, in accordance with the approved details.

Reason: To ensure adequate drainage facilities are provided to serve the development, to reduce the risk of flooding, in the interests of highway safety and to prevent pollution of the water environment as recommended by Severn Trent Water Limited, the Highway Authority and the Environment Agency in accordance with the National Planning Policy Framework and East Staffordshire Local Plan Saved Policy T1.

Prior to the commencement of development a written scheme of investigation securing the implementation of a programme of archaeological work shall be submitted to and approved in writing by the Local Planning Authority. The programme of work shall be implemented in accordance with the approved details.

Reason: To ensure that no development takes place which may adversely affect any items of archaeological interest without adequate prior investigation in accordance with the National Planning Policy Framework.

- Prior to the commencement of development, and notwithstanding the submitted details in respect of Green Lane, full details of off-site highway works and a programme of phased implementation (including details of construction, surface water drainage and street lighting) for the following shall be submitted to and approved in writing by the Local Planning Authority:
 - (i) Priority junction and ghost right turn facility on the A511 as broadly indicated on submitted Drawing No. F09049/06;
 - (ii) Priority junction and new footway/cycleway between the site access and Ironwalls Lane broadly indicated on submitted Drawing No. F090049/05/A; and
 - (iii) Localised widening of Green Lane to 5.5m across the site frontage in the vicinity of Plots 57-59 and a vehicle access to Plots 57-61constructed as a dropped crossing to a standard width of 5.0m.

The off-site highway works shall be constructed in accordance with the approved details and

programme of phased implementation.

Reason: As recommended by the Highway Authority in the interests of highway safety and in accordance with East Staffordshire Local Plan Saved Policy T1.

Prior to the commencement of development details of all road construction, street lighting and drainage including longitudinal sections and means of draining roads to an acceptable outfall shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the roads shall only be constructed in accordance with the approved details.

Reason: As recommended by the Highway Authority in the interests of highway safety and in accordance with East Staffordshire Local Plan Saved Policy T1.

Prior to the commencement of development details of sustainability/energy saving measures, techniques and targets to be employed in the development shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

Reason: To ensure the development is sustainable and does not contribute unduly to climate change in accordance with the National Planning Policy Framework and the East Staffordshire Design Guide.

Prior to the commencement of development in respect of the commercial units details of weatherproof, secure cycle storage facilities for use by the commercial element of the development shall be submitted to and approved in writing by the Local Planning Authority. The facilities shall be provided in accordance with the approved details prior to first use of the commercial units and thereafter be made available at all times for their designated purpose.

Reason: As recommended by the Highway Authority in the interests of encouraging the use of sustainable modes of transport in accordance with Staffordshire Structure Plan Saved Policies T5 and T13.

Prior to commencement of development, and notwithstanding the submitted details, revised details of the public transport facilities within the site shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the relocation of the bus stop outside Plot 166 to Plots 178 and 179 with a linking footway and hard-standing to the south-bound bus stop, and details of bus stop construction including hard-standings, raised kerbs and shelters. The facilities shall be provided in accordance with the approved details prior to first occupation of the 80th dwelling.

Reason: As recommended by the Highway Authority in the interests of highway safety and to encourage the use of sustainable modes of transport in accordance with East Staffordshire Local Plan Saved Policy T1 and Staffordshire Structure Plan Saved Policies D2, T1A and T13.

Prior to the commencement of development details of dust mitigation measures during construction shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved measures.

Reason: To safeguard the amenities of occupiers/users of properties within the vicinity of the site in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6.

22 Prior to the first occupation of any of the dwellings in Phases 2, 3, or 4 as defined on the approved

Phasing Plan (Drawing No. 6640/P/06) the spine road between the Burton Road and A511 site accesses shall be completed to binder course level.

Reason: As recommended by the Highway Authority in the interests of highway safety and in accordance with East Staffordshire Local Plan Saved Policy T1 and Staffordshire Structure Plan Saved Policy T13.

Prior to the first use of the development to which it relates, the approved parking, turning and servicing areas shall be provided and thereafter be made available at all times for their designated purposes.

Reason: As recommended by the Highway Authority in the interests of highway safety and in accordance with East Staffordshire Local Plan Saved Policies T1, T6 and T7.

All guttering and downpipes shall have a black finish unless otherwise first agreed in writing with the Local Planning Authority.

Reason: To safeguard the character and appearance of the buildings and wider surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide.

All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the first occupation/use of the part of the development to which they relate as defined on Phasing 1, 2, 3 and 4 Layouts (Drawing No. s 6640/P/80, 6640/P/81, 6640/P/82 and 6640/P/83 dated as received on 19th April 2012) or the completion of that part of the development, whichever is the sooner; and 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 species unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality and highway safety in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1, and the East Staffordshire Design Guide.

If during the course of development, contamination not previously identified is found to be present on the site, then no further development (unless otherwise first agreed in writing with the Local Planning Authority) shall be carried out until a method statement detailing how and when the contamination is to be dealt with has been submitted to and approved in writing by the Local Planning Authority. The contamination shall then be dealt with in accordance with the approved details.

Reason: In order to safeguard human health and the water environment and identify potential contamination on-site and the potential for off-site migration in accordance with the National Planning Policy Framework.

The development hereby permitted shall only be carried out in-accordance with the approved Flood Risk Assessment (FRA) dated April 2011 ref. P119 Tutbury FRA 3 undertaken by Armstrong Stokes and Clayton Limited and the following mitigation measures detailed within the FRA:

Limiting the surface water run-off generated by all events up to the 100 year plus 20% commercial (for climate change), 30% residential (for climate change) critical rain storm so that it will not

exceed the run-off from the undeveloped site, and not increase the risk of flooding off-site.

Reason: As recommended by the Environment Agency to ensure that there is sufficient storage and disposal of surface water from the site to reduce the risk of flooding in accordance with the National Planning Policy Framework.

No operations authorised or required under this permission in respect of the commercial units, including deliveries, unless otherwise agreed in writing by the Local Planning Authority, shall be carried on outside the following times:

Monday to Friday: 0800hrs to 1800hrs

Saturday: 0900hrs to 1400hrs

There shall be no working on Sundays or Bank Holidays.

Reason: To protect the amenities of adjoining properties and the locality in general in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the National Planning Policy Framework.

There shall be no outside storage or working in respect of the commercial units unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the appearance of the area and the amenity of neighbouring properties in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the National Planning Policy Framework.

Informative(s)

1 The conditions identified below require details to be approved before commencement of the development.

Condition Nos. 3 to 21 inclusive

This means that a lawful commencement of the approved development cannot be made until the particular requirements of the 'prior to commencement' conditions have been met.

As from 6th April 2008 requests for confirmation of compliance with planning conditions requires a payment of a fee to the Local Planning Authority. The fee chargeable by the authority is £85 per request. The fee must be paid when the request is made. Any number of conditions can be included for each request.

Payment can be made by cheque or card only. If you wish to pay by credit or debit card (1.6% administration charge for credit cards) please telephone 01283 508606.

Although we will endeavour to discharge all conditions within 21 days of receipt of your written request, legislation allows the Local Planning Authority a period of 8 weeks, and therefore this timescale should be borne in mind when programming development.

The applicants are advised to note and act upon as necessary the comments of the Environment Agency as set out in the attached letter dated 28th June 2011, particularly with regard to the agency's requirements in respect of complying with Condition 14 above.

The applicants are advised to note and act upon as necessary the comments of the Architectural Liaison Officer as set out in the attached letter dated 8th June 2011. Where this advice conflicts with the terms of this planning permission the latter take precedence. The applicants are advised to note and act upon as necessary the comments of the Highway Authority as set out in the Form X dated 15th September 2011. The applicants are advised that in complying with Condition 3 above, details of the proposed materials should be submitted in writing to the Local Planning Authority, with any correspondence including notification of the date on which samples will be made available on-site. The applicants are advised that in complying with Condition 4 above, the additional landscaping details should include planting which will contain vehicle speeds to a maximum of 20mph. The applicants are advised that in complying with Condition 23 above the intention is that the relevant parking, turning and servicing areas will be provided when the part of the development to which they relate has been occupied or brought into use. In the majority of cases this will mean discrete parts of the development such as individual dwelling plots. The applicants are advised that the access must be constructed in accordance with the attached Y2 conditions. The decision to grant permission has been taken having regard to the policies and proposals in the Development Plan and to all relevant material considerations, and for the following reason(s): The proposal constitutes development of a sustainable Greenfield Site which it is appropriate to release at this stage based on the fact that at the time of the Committee resolution to permit there was an absence of a 5 year supply of suitable and deliverable Brownfield housing sites. Subject to compliance with the submitted supporting documentation and recommended conditions, the proposal will not detrimentally affect the character or appearance of the surrounding area, will not prejudice the safe or efficient use of the highway network, will not unacceptably harm protected species or their habitats, and will not unacceptably harm the amenities enjoyed by the occupiers of nearby dwellings. The proposal makes adequate provision for affordable housing and public open space, as well as providing a community facility and employment units. Overall the scheme will make a positive contribution to the social, economic, recreational and wildlife value of the village. The proposal therefore accords with the National Planning Policy Framework, Saved Policies BE1, H6, H12 and T1 of the East Staffordshire Local Plan, the East Staffordshire Design Guide, the Policy Statement on Brownfield and Greenfield Land Release, and the Open Spaces, Parking

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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Standards and Housing Choice Supplementary Planning Documents.



TOWN AND COUNTRY PLANNING ACT 1990 OUTLINE PERMISSION FOR DEVELOPMENT

Date valid application received: 02/06/2011

Application No: P/2011/00547/CEH/PO

Name and address of Agent

Signet Planning
Strelley Hall
Main Street
Strelley Village
Nottingham
NG8 6PE

Name and address of Applicant

Peveril Homes Beech Lawn Green Lane Belper Derbyshire

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

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Outline planning application for the erection of 12 self build dwellings including means of access Land at Burton Road, Tutbury, Staffordshire

in accordance with the submitted documents and plans and subject to the condition(s) specified hereunder:

Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of five years from the date of this permission.

Reason: To conform with Section 92 (2) of the Town and Country Planning Act 1990.

The development hereby permitted shall be begun before the expiration of one year from the date of the approval of the last reserved matter(s) to be approved.

Reason: To conform with Section 92(2) of the Town and Country Planning Act 1990 as amended by section 51 of the Planning and Compulsory Purchase Act 2004.

Prior to the commencement of work on site plans and particulars of the layout, scale and appearance of the building(s) to be erected, the landscaping of the site (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority, and the development shall be carried out in accordance with those details that have been approved in writing by the Local Planning Authority.

Reason: The application is in outline only and the Local Planning Authority wishes to ensure that these details which have not yet been submitted are appropriate for the locality.

The development hereby permitted shall be carried out in accordance with the following approved plans subject to compliance with other conditions of this permission:

Drawing No. 6640/P/OS2 Site Location Plan B dated as received on 19th May 2011

Reason: For the avoidance of doubt to ensure the development will not adversely affect the

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appearance of the locality, the amenities of neighbouring properties, or the safe and efficient use of the highway network in accordance with East Staffordshire Local Plan Saved Policies BE1, H6 and T1, the National Planning Policy Framework, and the East Staffordshire Design Guide. Prior to the commencement of development in respect of each individual dwelling samples and details of all materials to be used externally shall be submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out using the agreed materials. Reason: To safeguard the character and appearance of the buildings and their surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide. Prior to the commencement of development in respect of each individual dwelling details of boundary treatment, including materials, finishes, heights and sections (where there are changes in topography) shall be submitted to and approved in writing by the Local Planning Authority. The boundaries between new dwellings and the public realm shall consist of walls and/or railings. The boundary treatment shall be provided in accordance with the approved details prior to the first occupation of the dwelling to which it relates. Reason: To safeguard the character and appearance of the locality and the amenities of adjoining properties in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide. Prior to the commencement of any site works for the development in respect of each individual dwelling hereby approved details of all slab levels and any regrading proposed to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with those details so approved. Reason: To ensure that the development does not adversely affect the amenities of adjoining properties and the character or appearance of the area in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6 and the East Staffordshire Design Guide. Prior to the commencement of development in respect of each individual dwelling a scheme for the disposal of foul and surface waters, to include sustainable drainage principles and the hydrological and hydrogeological context of the development shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. Reason: To ensure adequate drainage facilities are provided to serve the development, to reduce the risk of flooding, and to prevent pollution of the water environment as recommended by Severn Trent Water Limited and the Environment Agency in accordance with the National Planning Policy Framework. Prior to the commencement of development in respect of each individual dwelling, details of sustainability/energy saving measures, techniques and targets to be employed shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

PRESENTE AND CHARGE AND SHOPE

Reason: To ensure the development is sustainable and does not contribute unduly to climate change in accordance with the National Planning Policy Framework and the East Staffordshire

Design Guide.

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Prior to the commencement of development in respect of each individual dwelling access, parking and turning areas (including details of surfacing materials) shall be submitted to and approved in writing by the Local Planning Authority. The approved access, parking and turning areas shall be provided prior to the first occupation of the dwelling to which they relate and thereafter shall be made available at all times for their designated purposes.

Reason: As recommended by the Highway Authority in the interests of highway safety, and to ensure porous materials are used where appropriate to reduce the risk of flooding in accordance with East Staffordshire Local Plan Saved Policies T1 and T7 and the National Planning Policy Framework.

All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the first occupation of the dwelling to which it relates or the completion of the development, whichever is the sooner; and 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 species unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality in accordance with East Staffordshire Local Plan Saved Policies BE1 and T1, and the East Staffordshire Design Guide.

The development hereby permitted shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) dated April 2011 ref. P119 Tutbury FRA 3 undertaken by Armstrong Stokes and Clayton Limited and the following mitigation measures detailed within the FRA:

Limiting the surface water run-off generated by all events up to the 100 year plus 30% residential (for climate change) critical rain storm so that it will not exceed the run-off from the undeveloped site, and not increase the risk of flooding off-site.

Reason: As recommended by the Environment Agency to ensure that there is sufficient storage and disposal of surface water from the site to reduce the risk of flooding in accordance with the National Planning Policy Framework.

Informative(s)

- The applicant is advised to note and act upon as necessary the comments of the Environment Agency as set out in the attached letter dated 28th June 2011.
- The applicant is advised that in complying with Condition 5 above, details of the proposed materials should be submitted in writing to the Local Planning Authority, with any correspondence including notification of the date on which samples will be made available on-site.
- The conditions identified below require details to be approved before commencement of the development.

Condition No(s) 5, 6, 7, 8, 9 and 10

This means that a lawful commencement of the approved development/works cannot be made until the particular requirements of the 'prior to commencement' conditions have been met.

As from 6th April 2008 requests for confirmation of compliance with planning conditions requires a payment of a fee to the Local Planning Authority. The fee chargeable by the authority is £85 per request (or £25 where the related permission was for extending or altering a dwelling house or other development in the curtilage of a dwelling house). The fee must be paid when the request is made. Any number of conditions can be included for each request.

Payment can be made by cheque or card only. If you wish to pay by credit or debit card (1.6% administration charge for credit cards) please telephone 01283 508606.

Although we will endeavour to discharge all conditions within 21 days of receipt of your written request, legislation allows the Local Planning Authority a period of 8 weeks, and therefore this timescale should be borne in mind when programming development.

- The applicants are advised to note and act upon as necessary the comments of the Highway Authority as set out in the Form X dated 15th September 2011.
- The decision to grant permission has been taken having regard to the policies and proposals in the Development Plan and to all relevant material considerations, and for the following reason(s):

The proposal constitutes development of a sustainable Greenfield Site which it is appropriate to release at this stage based on the fact that at the time of the Committee resolution to permit there was an absence of a 5 year supply of suitable and deliverable Brownfield housing sites. Subject to compliance with the submitted supporting documentation and recommended conditions, the proposal will not detrimentally affect the character or appearance of the surrounding area, will not prejudice the safe or efficient use of the highway network, will not unacceptably harm protected species or their habitats, and will not unacceptably harm the amenities enjoyed by the occupiers of nearby dwellings. As part of the overall wider development to which it is related the scheme will make a positive contribution to the social, economic, recreational and wildlife value of the village. The proposal therefore accords with the National Planning Policy Framework, Saved Policies BE1, H6, H12 and T1 of the East Staffordshire Local Plan, the East Staffordshire Design Guide, the Policy Statement on Brownfield and Greenfield Land Release, and the Open Spaces, Parking Standards and Housing Choice Supplementary Planning Documents.

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.

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Dated	08 May 2012	Signed
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SCHEDULE 9

Travel Plan Framework Appended

ARMSTRONG STOKES & CLAYTON LIMITED





Peveril Homes Ltd

Land at Tutbury

Proposed Residential Development Outline Travel Plan

November 2009

AUTHOR:	JS/ATB
CHECKED:	SJH
APPROVED:	JS/CJB
REPORT REF:	P/119F09049 Land at Tutbury Residential Travel Plan Rev B July 2011
STATUS:	FINAL

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1.0 INTRODUCTION

- 1.1 This Outline Residential Travel Plan has been prepared on behalf of Peveril Homes to accompany a detailed planning application for 224 residential dwellings and 1803sqm of office use at their site adjacent to the A511 in Tutbury, Staffordshire. It will form the first stage in a series of assessments and initiatives to encourage sustainable travel at the proposed residential development within the site.
- 1.2 A Travel Plan is a package of site-specific initiatives aimed at improving the availability and choice of travel modes associated with any development. It may also promote practices or policies that reduce the need for travel. Travel plans are becoming an increasingly important tool in the delivery of sustainable outcomes, as they provide the mechanism for assessing and managing access to sites. In addition, they can help improve accessibility both to and from the site and to local amenities and services.
- 1.3 The objective of this Outline Travel Plan is to set out the developers' commitment to encouraging non-car travel at the proposed residential development, thereby satisfying the requirements of both local and national planning policy. In practice, it is impractical to expect a residential development to be approached in the same way as a commercial development Travel Plan, as it is difficult for the planning authority to impose and enforce specific targets that relate to the ongoing reduction of single occupancy car travel at a private residential development. Consequently, the aim of this residential development Outline Travel Plan is to set out the existing opportunities for non-car travel at the site, along with an indication of the potential modal splits and actions that will be undertaken by the developer to influence the travel patterns of future residents from the first day of their occupation.
- 1.4 A Transport Assessment was also completed in support of the proposed development and submitted as part of the planning application. Where appropriate, this residential development Outline Travel Plan adopts the findings of the Transport Assessment, particularly in respect of the proposed transport conditions and person trip generation.

2.0 BACKGROUND INFORMATION

Site location

- 2.1 The site is located on undeveloped land at the southeastern edge of Tutbury and is bound by Iron Walls Lane and Burton Road to the north, the A511 to the east, undeveloped land to the south, and existing residential dwellings and Green Lane to the west. The site measures approximately 15 hectares in area and its location is shown in **Figure 1**.
- 2.2 The area surrounding the site comprises mainly residential development within Tutbury, immediately to the west, and Hatton, approximately 1.5 kilometres to the north. Within Tutbury there are local amenities that include a primary school, a post office, three churches, public houses, and various local shops. Further afield of Tutbury, Burton on Trent is located approximately 5 kilometres to the southeast and comprises a significant amount of residential, retail, and employment development.

Description of the proposed development

- 2.3 The site masterplan is provided within **Appendix A**. The plan shows that the proposed residential development comprises 224 dwellings, which includes a mixture of detached, semi-detached, and bungalow type dwellings, with access provided from Burton Road at the north and the A511 to the east of the site. The internal site arrangement and loop road will also include a network of pedestrian and cycle links throughout the development, with opportunities to link to Burton Road at the north, Green Lane at the west and the adjacent sports fields, play areas and business park uses to the south of the site.
- 2.4 A Transport Assessment has been produced in support of the overall proposed development, the key findings of which were as follows:
 - A total of between 425 and 552 car parking spaces will be provided within the residential development.
 - Footway/cycleway improvements should be implemented at the western edge
 of Burton Road adjacent to the residential development (north of the
 roundabout).

- Footway and pedestrian refuge facilities should be implemented at the western edge of Burton Road, adjacent to the office development (south of the roundabout).
- Internal pedestrian/cycle links should be provided within the development.
- One cycle parking space should be provided to serve each dwelling.
- A new diverted bus route and bus stops should be provided within the residential development, or alternatively on the A511 adjacent to the eastern access.
- The following modal splits would be applicable to the site:

 by underground, metro, light rail or train 	0.00%
by train	1.01%
by bus	6.30%
by motorcycle/scooter/moped	1.43%
by car/van (as driver)	69.71%
 by car/van (as passenger) 	8.03%
by taxi or minicab	0.57%
on bicycle	2.34%
• on foot	10.13%
• other	0.48%

Pedestrian accessibility issues

2.5 Opportunities for walking to the site are very good. It is generally recognised that two kilometres represents the maximum preferred walking distance for commuting trips. Figure 2 shows a 2 kilometres pedestrian isochrone centred on the site, which demonstrates that all of Tutbury is within a reasonable walking distance of the site, as well as the southernmost part of Hatton and a number of small farm developments to the east and south. All of the local amenities within Tutbury, such as shops and schools, are within a reasonable walking distance of the site. Based on the location of the site and the surrounding pedestrian footway and crossing opportunities, Photo 1 demonstrates the surrounding pedestrian links that serve the centre of Tutbury, including its employment and educational amenities, such as the local shops on Ludgate Street and High Street and the Richard Wakefield CE Primary School on Burton Street. It shows that the key

route between the site and amenities within Tutbury would be along Burton Road and Iron Walls Lane.



Photo 1: Key pedestrian routes (aerial photograph taken from Google Earth)

2.6 Pedestrian facilities in the vicinity of the site will be significantly improved following implementation of the proposals recommended within the Transport Assessment. These comprise a 3 metres wide shared footway/cycleway at the western edge of Burton Road to the north of the Burton Road/Rolleston Lane/A511 roundabout, and a 2 metres wide footway on the western edge of Burton Road to the south of the roundabout. Adjacent to the office development, two pedestrian refuges will be available within Burton Road, measuring 2 metres wide and 4 metres long. These improvements will ensure that satisfactory pedestrian facilities exist along the key desire line between the site and the centre of Tutbury. The crossings will also further aid pedestrians crossing Burton Road on route to the footway and proposed public transport facilities at the eastern edge of the carriageway. The masterplan also demonstrates the key internal

pedestrian routes within the site, which link the residential development to both Burton Road and Green Lane.

2.7 To the north of the site, a pedestrian footway exists at the eastern edge of Burton Road, along with the proposed shared footway/cycleway improvements at the western edge of Burton Road, which both connect the development to the centre of Tutbury. The existing footway at the eastern edge of Burton Road measures between approximately 1.5 and 2 metres. To the west of the junction with Iron Walls Lane the western footway on Burton Road measures approximately 2.8 metres wide. To the east of the site, a footway measuring approximately 2 metres wide runs along the eastern edge of the A511 as it passes the site. Overall, these footways link the site well to the centre of Tutbury and the surrounding residential estates, all of which include street lighting. Photo 2 shows the existing conditions at Burton Road.



Photo 2: Existing footways along Burton Road

2.8 Approximately 100 metres north of the site, footways with street lighting are present on both sides of Iron Walls Lane. These footways measure approximately 2.5 metres wide along the southern edge of the carriageway and approximately 2 metres wide along the northern edge. Iron Walls Lane leads to Ludgate Street and High Street, where a number of local shops and businesses exist. **Photo 3** shows the existing conditions at Iron Walls Lane.



Photo 3: Existing footways along Iron Walls Lane

2.9 In addition to the proposed pedestrian refuges on Burton Road, designated pedestrian crossing facilities are also located at the A511/Burton Road/Rolleston Lane roundabout. These comprise pedestrian refuge islands with dropped kerbs at the A511 (north) and Rolleston Lane arms of the roundabout. **Photo 4** depicts the existing crossing facilities at the A511/Burton Road/Rolleston Lane roundabout. Whilst there are no other designated crossings in the vicinity of the site, the lightly trafficked nature of a number of surrounding roads should provide opportunities for pedestrians to safely cross the carriageway.



Photo 4: Existing footway and crossing provision at the A511/Burton Road/Rolleston Lane roundabout (Rolleston Lane arm)

Cyclist accessibility issues

- 2.10 It is generally recognised that 5 kilometres represents a maximum cycle distance for commuting trips. **Figure 3** shows the site centred within a 5 kilometres catchment area. It demonstrates that surrounding areas including Tutbury, Hatton, Hilton, Church Broughton, Scopton, Rolleston-on-Dove, and Hanbury are all within a reasonable cycle distance. Based on the location of the site and the surrounding attractions, the main surrounding cycle desire lines, would be via the A511, which would link the site to the main surrounding employment opportunities within Rolleston, Horninglow, Hatton, Tutbury, and Stretton.
- 2.11 Inspection of the cycle maps for East Staffordshire and Derbyshire reveals that there are a number of advisory cycle routes through Tutbury and Hatton, whilst to the south there is a comprehensive network of cycle routes within Burton upon Trent and the surrounding areas. Further cycle facilities will be available following implementation of the shared footway/cycleway facilities at the western edge of Burton Road, as recommended within the Transport Assessment.

Public transport accessibility issues

- 2.12 Details of local bus services can be obtained via either the internet at www.eaststaffsbc.gov.uk, or printed leaflets are available from either the local bus operator or East Staffordshire Borough Council. Figure 4 shows the existing bus routes that operate within 400 metres of the site, along with the locations of existing bus stop facilities that serve them. Details of each service are also summarised in Table 1.
- 2.13 Figure 4 shows that a total of 4 routes currently pass within 400 metres walking distance of the northern site boundary. Three of these bus routes, numbers 1, 1a, and the V1 (Villager), operate from Monday to Saturday at a combined peak hour frequency of 3 services per hour in each direction, or approximately one service every 20 minutes to locations including Tutbury, Hatton, Burton upon Trent, Rolleston, and Uttoxeter. In addition, route numbers 1e and the 'Villager' (V1) run on Sundays at a combined frequency of 2 services every 2 hours.

- 2.14 Detailed inspection of the timetables for these routes indicates that there are a number of services that link the proposed residential development to the surrounding employment areas within Burton, Tutbury and Derby, which would arrive and depart in line with typical 0800 to 1800 working and school hours.
- 2.15 The closest bus stops are located on Burton Road, approximately 200 metres to the north of the site. A shelter with timetable information is located at the eastern edge of Burton Road serving southbound services, with a flag and pole arrangement with timetable information serving northbound services is located at the western edge of Burton Road. **Photo 5** shows the existing shelter facility on the eastern edge of Burton Road.



Photo 5: Existing bus shelter facility at the eastern edge of Burton Road.

2.16 Access to bus services at the site will be significantly improved following the implementation of new bus stop facilities, as proposed within the Transport Assessment. These improvements will comprise either stops within the residential development served by a diversion of route number V1 (Villager), or stops on Burton Road adjacent to the office development that would improve access to route numbers 1 and 1E. In either scenario, well lit pedestrian routes will be provided between all dwellings within the residential development and the new bus stops. These additional bus stop facilities will improve access from the site to the surrounding areas including Hatton and Burton-on-Trent.

- 2.17 The main bus operator in the Tutbury area is Arriva, who offer a variety of ticket types. Aside from the standard single and return tickets, which vary in price depending on the desired travel distance, Arriva also provide multi-journey and season tickets, which can cover weekly, monthly and annual tickets. Further discounts for students and elderly passengers are also available. Arriva have also released a new bus ticket scheme, which involves passengers buying m-tickets through a mobile phone, which can be shown to the driver when getting on the bus. Further details on ticket types and prices can be obtained online at www.arrivabus.co.uk.
- 2.18 Tutbury and Hatton Train Station is located approximately 1.25 kilometres north of the site at the southern edge of Hatton. This station lies beyond the usual threshold for reasonable walking distances for public transport. However, it is served by regular trains between Derby and Crewe which run at a frequency of approximately one service every hour in each direction during weekday daytimes. Given the regular train services to areas that are not easily or often accessible by bus to the site, it is considered that the train station is suitably located to further support public transport journeys from the site to locations further afield of the local areas. Details of the precise timings can be found online at www.nationalrail.co.uk.

4.0 ACTIONS FOR ACHIEVING OBJECTIVES

- 4.1 In order to meet the above objectives, the developer would carry out the following actions subsequent to any decision to grant planning permission.
- 4.2 A site management group (SMG) will be set up to oversee and manage both the residential and office developments at the site, which will include the management and implementation of the Travel Plan.
- 4.3 A Travel Plan welcome pack will be issued to all residents by the SMG when they receive the keys to their property. This pack will include a number of incentives to influence travel habits, which will include the following:
 - details of all current bus services that serve the site along with maps showing local walking and cycle routes, plus details of any forthcoming promotional events for sustainable travel
 - a voucher that entitles one person within each property to twelve months free travel on Arriva services in Staffordshire
 - cycling information advising on such details as how to improve cycle parking facilities at their home, which will also include a voucher for £100 to cover the purchase of cycling equipment at a local store
 - a feedback survey to gather early information about perceived transport choices
 - a copy of this Travel Plan and contact details for relevant organisations, such as the County Council's Public Transport Department and local taxi companies.
- 4.4 As part of the normal induction process for residents, sales representatives would be trained in personalised travel planning so that they can provide travel advice to new occupiers. This will enhance the residents' awareness of the Travel Plan and also highlight the sustainable travel opportunities available to them.
- 4.5 The SMG shall set up a 'walking to school club' which will be made available to the residents. This will encourage parents and children to walk to the nearby schools within the surrounding area. A system will be set up between the schools and residents, where participants arrange to meet up before and after school and

coordinate walking journeys to and from the site. Participants of the scheme will be given high visibility vests and promotional umbrellas.

- 4.6 The SMG will set-up a neighbourhood car share club for the development to increase car sharing at the site. A private, site-specific database of resident travel patterns will be created to enable them to identify opportunities where car sharing could take place. The developer will also subscribe to the 'Liftshare' program at www.liftshare.com which includes a database of nationwide car sharers.
- 4.7 Marketing literature for the development will emphasise the sustainable nature and opportunities in terms of its location and travel choices, with a travel plan notice board located outside the sales office, which shall be regularly updated.

5.0 TARGETS AND MONITORING

- 5.1 The main target aims are to increase the awareness of the travel plan and the opportunities to travel by non-car modes, with the aims of reducing the level of car trips per household and increase the uptake of alternatives. However, it is very difficult for the developer to enforce any travel decisions made by residents, particularly without understanding the precise details of how the development could operate and what the specific demands could be of the residential Outline Travel Plan. Therefore, to gain an understanding of the travel patterns residents adopt, it is recommended that once the development becomes 75% operational travel surveys should be submitted to determine the occupants travel patterns, reasons for car use and whether any issues exist that discourage non-car use.

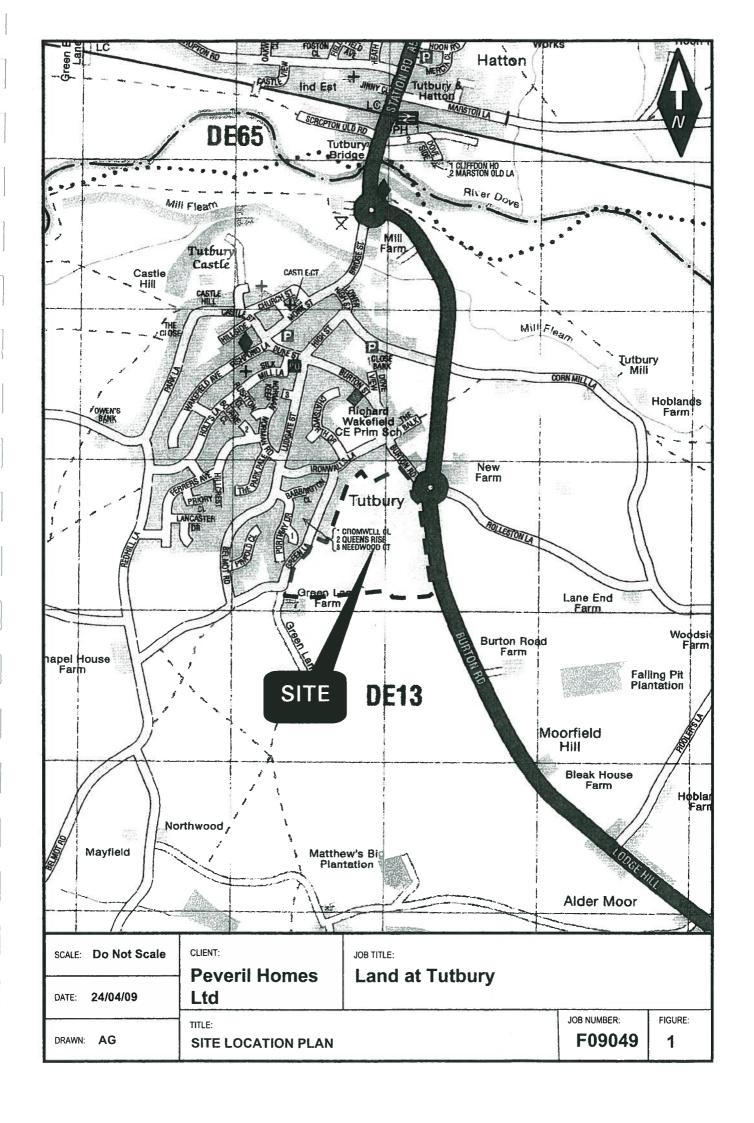
 Appendix B contains a sample initial travel survey for a residential development.
- 5.2 Following completion of the initial residential travel surveys, specific targets can be determined to specifically address the need to reduce single occupancy car travel at the site. These subsequent targets need to be directly related to the resident travel patterns, but could include the following:
 - The predicted two-way trip level for the residential development (as determined within the Transport Assessment) during the evening peak hour should be reduced by 15%, with a 10% reduction in one year after the initial travel survey and a further 5% reduction by 3 years after the initial survey.
 - For the site as a whole a Travel Planning website will be instigated highlighting the Travel Plan, its initiatives, management, information pack, offers, plus links to external sustainable travel websites.
 - At least 75% of all occupants should be aware of the travel plan and its targets within a year of the initial site survey.
 - The SMG will set up the framework for the walking to schools club within two months of the first unit being occupied.
 - The SMG will set up the framework for the car share database within two months of the first unit being occupied.
 - To ensure that targets are met a package of further measures could be identified and implemented if the 15% target is not met after 3 years. This would not involve off site highway works as national policy requires further

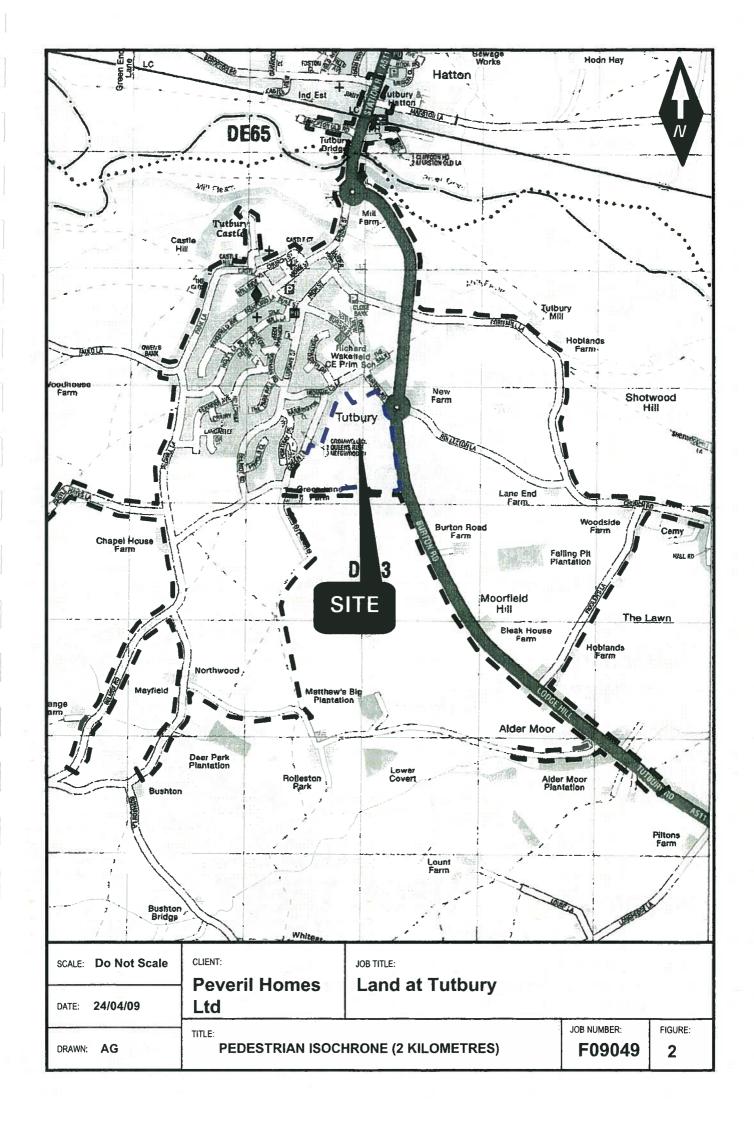
investment in the TP in preference to highway works. The further measures could include extending the period for bus travel vouchers and a further contribution towards the purchase of cycling equipment.

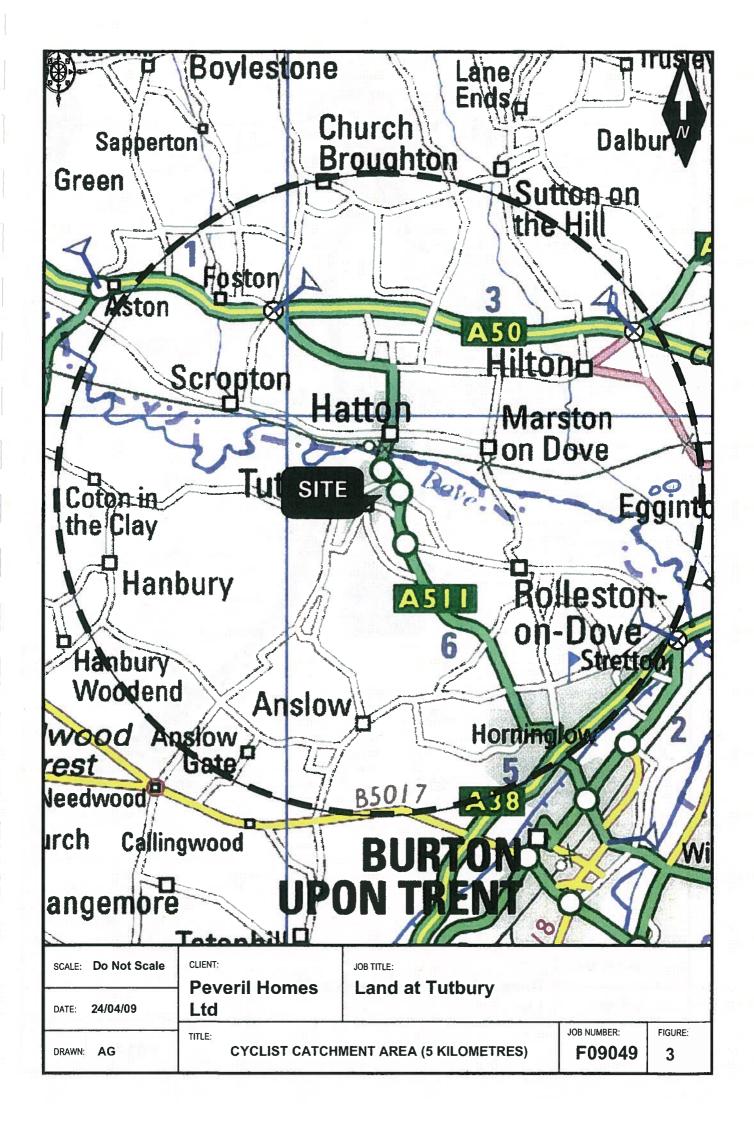
- 5.3 Following the initial site survey, monitoring of the travel plan should normally take place on an annual basis thereafter to examine the ongoing effects and impact of the travel plan. Monitoring should take place over a wide range of time periods to examine different patterns of journeys that can be generated, which should include the morning, evening and school peaks. There are a number of options for managing the monitoring process, two of which are as follows:
 - Developer responsible for monitoring the travel plan through the SMG, which could be either in conjunction with the monitoring process for the office development or as a standalone exercise.
 - Staffordshire County Council responsible for monitoring the travel plan, with possible funding from the developer.

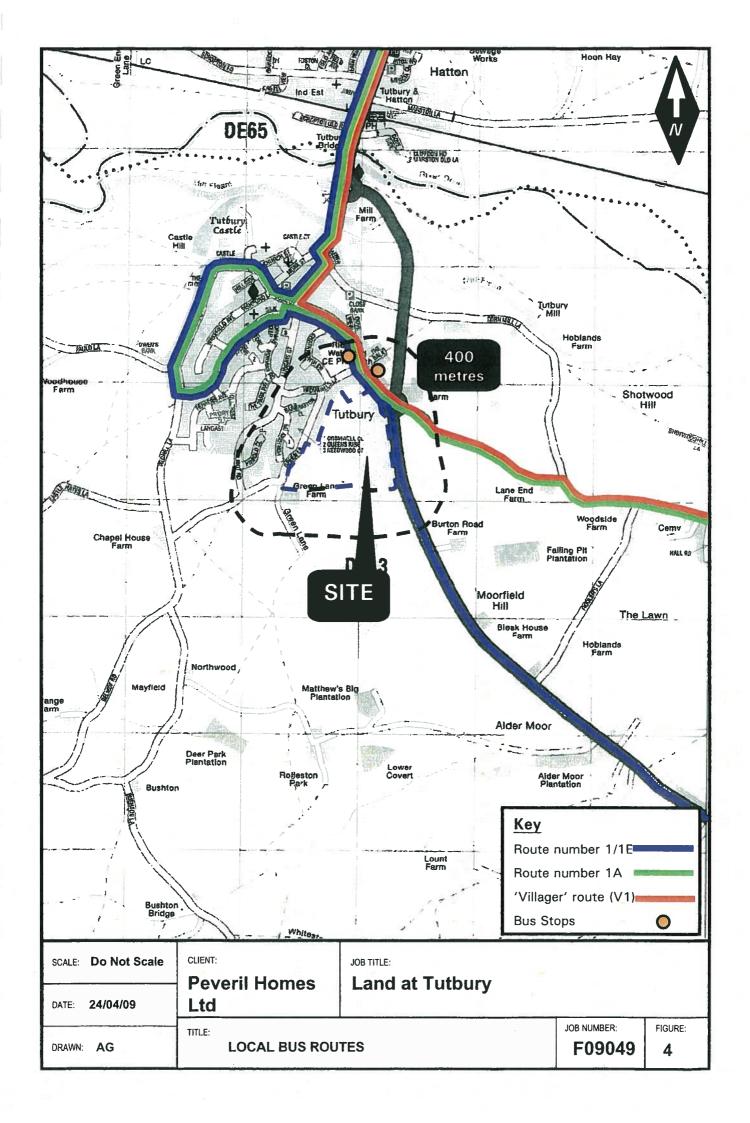
				Frequency (services)	rvices)	
Route No	Operator	Details	Week	Weekdays		
			peak am + pm	off peak	Saturday	Sunday
-	Arriva	Uttoxeter-Tutbury-Burton	60 mins	60 mins	60 mins	No service
t a	Arriva	Tutbury-Rolleston-Burton	60 mins	60 mins	60 mins	No service
1e	Arriva	Uttoxeter-Tutbury-Burton	No service	No service	No service	2 hours
Villager (V1)	Trent Barton	Burton upon Trent-Tutbury-Derby	60 mins	60 mins	60 mins	2 hours

TABLE 1: DETAILS OF LOCAL BUS SERVICES









APPENDIX A - PROPOSED SITE MASTERPLAN



APP	ENDIX B	- SAMPLE	RESIDENTIA	AL TRAVEL SUF	RVEY

		F	Residential	Travel Survey	y		
		of the househom your home.		oment to ans	wer the follow	wing question	ns regarding
Please comp	olete in BLC	OCK CAPITAL	S using Bla	ck / Blue ink.			
1. How	many peop	le live in your l	nousehold?	1 2 3+			
2. Roug	thly how often	en do you trav	el by the foll	owing means	of transport?	:	
Method of Travel	Daily	A few times per week	Once a week	Once every two weeks	Once a month	Rarely	Never
By foot				85			
Cycling							
Bus							
Train							
Car (on own)							
Car (with others)							
Taxi							
Other							
·		mmon reason f u own as a ho	J	?	Work Shopping Leisure School Ru Other (plea	n ase specify)	
number belo	w:	time to fill in t	his survey, p	<u>3+</u>	ou provide yo	our name and	address
Name							
Addre	ess:						

____]

ARMSTRONG STOKES & CLAYTON LIMITED

Civil & Structural Engineering Consultants



Peveril Homes Ltd

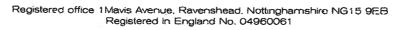
Land at Tutbury

Proposed Office Development Outline Travel Plan

November 2009

AUTHOR:	JS/ATB
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APPROVED:	JS/CJB
REPORT REF:	P/119F09049 Land at Tutbury Office Travel Plan Rev B July 2011
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1.0 INTRODUCTION

- 1.1 This Outline Travel Plan has been prepared on behalf of Peveril Homes to accompany a detailed planning application for 224 residential dwellings and 1803sqm of office use at their site adjacent to the A511 in Tutbury, Staffordshire. It will form the first stage in a series of assessments and initiatives to encourage sustainable travel at the proposed office development within the site.
- 1.2 A Travel Plan is a package of site-specific initiatives aimed at improving the availability and choice of travel modes associated with any development. It may also promote practices or policies that reduce the need for travel. Travel plans are becoming an increasingly important tool in the delivery of sustainable outcomes, as they provide the mechanism for assessing and managing access to sites. In addition, they can help improve accessibility both to and from the site and to local amenities and services.
- 1.3 The objective of this Outline Travel Plan is to set out the developers' obligation to encouraging non-car travel at the proposed office development, thereby satisfying the requirements of both local and national planning policy. The document also sets out the developers commitment to ensuring that all future occupants of the site will be aware of their obligations to encourage sustainable travel. As such, it includes a detailed audit of the sites accessibility by walking, cycling, and bus, along with a series of initial measures and actions that will be promoted by the developer to enable the individual occupants to achieve any targets.
- 1.4 A Transport Assessment was also completed in support of the proposed development and submitted as part of the planning application. Where appropriate this Outline Travel Plan adopts the findings of the Transport Assessment, particularly in respect of the proposed transport conditions and potential person trip generation.

2.0 BACKGROUND INFORMATION

Site location

- 2.1 The site is located on undeveloped land at the southeastern edge of Tutbury and is bound by Iron Walls Lane and Burton Road to the north, the A511 to the east, undeveloped land to the south, and existing residential dwellings and Green Lane to the west. The site measures approximately 15 hectares in area and its location is shown in **Figure 1**.
- 2.2 The area surrounding the site comprises mainly residential development within Tutbury, immediately to the west, and Hatton, approximately 1.5 kilometres to the north. Within Tutbury there are local amenities that include a primary school, a post office, three churches, public houses, and various local shops. Further afield of the site, Burton on Trent is located approximately 5 kilometres to the southeast and comprises a significant amount of residential, retail, and employment development.

Description of the proposed development

- 2.3 The proposed site masterplan is provided within **Appendix A**. The plan indicates that the development would comprise 1803sqm of B1 'incubation' units, with vehicular access from Burton Road at the north and the A511 to the east of the site, located adjacent to the office development.
- 2.4 A Transport Assessment has been produced in support of the overall proposed development, the key findings of which were as follows:
 - 67 car parking spaces will be provided within the site for the office development.
 - Footway/cycleway improvements should be implemented at the western edge of Burton Road adjacent to the residential development (north of the roundabout).
 - Footway and pedestrian refuge facilities should be implemented at the western edge of Burton Road, adjacent to the office development (south of the roundabout).

- Internal pedestrian/cycle links should be provided within the development.
- A new diverted bus route and bus stops should be provided within the residential development, or alternatively on the A511 adjacent to the eastern access.
- A minimum of 6 cycle stands should be provided for the proposed office development
- The following modal splits would be applicable to the site:

 by underground, metro, light rail or train 	0.00%
by train	1.01%
by bus	6.30%
 by motorcycle/scooter/moped 	1.43%
by car/van (as driver)	69.71%
by car/van (as passenger)	8.03%
by taxi or minicab	0.57%
on bicycle	2.34%
• on foot	10.13%
• other	0.48%

Pedestrian accessibility issues

2.5 Opportunities for walking to the proposed office development are good. It is generally recognised that two kilometres represents the maximum preferred walking distance for commuting trips. Figure 2 shows a 2 kilometres pedestrian isochrone centred on the site, which demonstrates that all of Tutbury is within a reasonable walking distance of the site, as well as the southernmost part of Hatton and a number of small farm developments to the east and south. All of the local amenities within Tutbury, such as shops and schools, are within a reasonable walking distance of the site, as well as all of the residential dwellings within this area. Based on the location of the site and the surrounding pedestrian footway and crossing opportunities, Photo 1 demonstrates the key pedestrian links that connect to the centre of Tutbury, including surrounding residential areas to the west and north. It shows that the key route between the site and developments within Tutbury would be along Burton Road.



Photo 1: Key pedestrian routes (aerial photograph taken from Google Earth)

2.6 Pedestrian facilities in the vicinity of the site will be significantly improved following implementation of the proposals recommended within the Transport Assessment. These comprise a 3 metres wide shared footway/cycleway at the western edge of Burton Road to the north of the Burton Road/Rolleston Lane/A511 roundabout, and a 2 metres wide footway on the western edge of Burton Road to the south of the roundabout. Adjacent to the office development, two pedestrian refuges will be available within Burton Road, measuring 2 metres wide and 4 metres long. These improvements will ensure that satisfactory pedestrian facilities exist along the key desire line between the site and the centre of Tutbury. The crossings will also further aid pedestrians crossing Burton Road on route to the footway and proposed public transport facilities at the eastern edge of the carriageway. The masterplan also demonstrates the key internal pedestrian routes within the site, which link the office development to both Burton Road and Green Lane.

2.7 To the north of the site, a pedestrian footway exists at the eastern edge of Burton Road, along with the proposed shared footway/cycleway improvements at the western edge of Burton Road, which both connect the development to the centre of Tutbury. The existing footway at the eastern edge of Burton Road measures between approximately 1.5 and 2 metres. To the west of the junction with Iron Walls Lane the western footway on Burton Road measures approximately 2.8 metres wide. To the east of the site, a footway measuring approximately 2 metres wide runs along the eastern edge of the A511 as it passes the site. Overall, these footways link the site well to the centre of Tutbury and the surrounding residential estates, all of which include street lighting. Photo 2 shows the existing conditions at Burton Road.



Photo 2: Existing footways along Burton Road.

2.8 Approximately 100 metres north of the site, footways with street lighting are present on both sides of Iron Walls Lane. These footways measure approximately 2.5 metres wide along the southern edge of the carriageway and approximately 2 metres wide along the northern edge. Iron Walls Lane leads to Green Lane, which runs past the western edge of the site, and also the main residential areas to the south and west of Tutbury. Footways measuring around 2 metres wide continue to be present on both sides of the carriageway along Green Lane for approximately the first 200 metres south of Iron Walls Lane, after which point they cease. **Photo 3** shows the existing conditions at Iron Walls Lane with **Photo 4** showing the existing conditions at Green Lane.



Photo 3: Existing footways along Iron Walls Lane



Photo 4: Existing footways along Green Lane

2.9 In addition to the proposed pedestrian refuges on Burton Road, designated pedestrian crossing facilities are also located at the A511/Burton Road/Rolleston Lane roundabout. These comprise pedestrian refuge islands with dropped kerbs at the A511 (north) and Rolleston Lane arms of the roundabout. **Photo 5** depicts the existing crossing facilities at the A511/Burton Road/Rolleston Lane roundabout. Whilst there are no other designated crossings in the vicinity of the site, the lightly trafficked nature of a number of surrounding roads should provide opportunities for pedestrians to safely cross the carriageway.



Photo 5: Existing footway and crossing provision at the A511/Burton Road/Rolleston Lane roundabout (Rolleston Lane arm)

Cyclist accessibility issues

- 2.10 It is generally recognised that 5 kilometres represents a maximum cycle distance for commuting trips. **Figure 3** shows the site centred within a 5 kilometres catchment area. It demonstrates that surrounding areas including Tutbury, Hatton, Hilton, Church Broughton, Scopton, Rolleston-on-Dove, and Hanbury are all within a reasonable cycle distance. Based on the location of the site and the surrounding attractions, the main surrounding cycle desire lines, would be via the A511, which would link the site to the main surrounding employment opportunities within Rolleston, Horninglow, Hatton, Tutbury, and Stretton.
- 2.11 Inspection of the cycle maps for East Staffordshire and Derbyshire reveals that there are a number of advisory cycle routes through Tutbury and Hatton, whilst to the south there is a comprehensive network of cycle routes within Burton upon Trent and the surrounding areas. Further cycle facilities will be available following implementation of the shared footway/cycleway facilities at the western edge of Burton Road, as recommended within the Transport Assessment.

Public transport accessibility issues

- 2.12 Details of local bus services can be obtained via either the internet at www.eaststaffsbc.gov.uk or printed leaflets available from the operator and East Staffordshire Borough Council. Figure 4 shows the existing bus routes that run within 400 metres of the site and the locations of the existing bus stop facilities that serve them. Details of each service are also summarised in Table 1.
- 2.13 Figure 4 shows that a total of two routes currently travel along Burton Road, adjacent to the eastern boundary of the office development. Of these routes, route number 1 operates from Monday to Saturday at a peak hour frequency of one service per hour in each direction, to locations including Tutbury, Burton upon Trent and Uttoxeter. The second route, number 1e, operates on Sundays at a frequency of 1 service every 2 hours.
- 2.14 In addition to the services immediately adjacent to the site a further 2 routes currently pass within 500 metres walking distance of the office site boundary. These bus routes, numbers 1a and the V1 (Villager), operate from Monday to Saturday at a combined peak hour frequency of 2 services per hour in each direction, or approximately one service every 30 minutes to locations including Tutbury, Hatton, Burton upon Trent, Rolleston, and Uttoxeter. The V1 bus route also operates on Sundays at a frequency of 1 service every 2 hours.
- 2.15 Detailed inspection of the timetables for these routes indicates that there are a number of services from the surrounding residential estates within Burton, Tutbury and Derby that would arrive and depart at the site in line with the typical 0800 to 1800 office opening hours.
- 2.16 The closest bus stops are located on Burton Road, approximately 500 metres to the north of the site. A shelter with timetable information is located at the eastern edge of Burton Road serving southbound services, with a flag and pole arrangement with timetable information serving northbound services is located at the western edge of Burton Road. Photo 6 shows the existing shelter facility on the eastern edge of Burton Road.



Photo 6: Existing bus shelter facility on the eastern edge of Burton Road.

- 2.17 Access to bus services at the site will be significantly improved following the implementation of new bus stop facilities, as proposed within the Transport Assessment. These improvements will comprise either stops within the residential development served by a diversion of route number V1 (Villager), or stops on Burton Road adjacent to the office development that would improve access to route numbers 1 and 1E. In either scenario, well lit pedestrian routes will be provided between the office development and the new bus stops. These additional bus stop facilities will improve access from the site to the surrounding areas including Hatton and Burton-on-Trent.
- 2.18 The main bus operator in the Tutbury area is Arriva, who offer a variety of ticket types. Aside from the standard single and return type tickets, which vary in price depending on the desired travel distance, Arriva also provide multi-journey and season tickets, which can cover weekly, monthly and annual tickets. Further discounts for students and elderly passengers are also available. Arriva have also released a new bus ticket scheme, which involves passengers buying mtickets through a mobile phone, which can be shown to the driver when getting on the bus. Further details on ticket types and prices can be obtained online at www.arrivabus.co.uk.

2.19 Tutbury and Hatton Train Station is located approximately 1.25 kilometres north of the site at the southern edge of Hatton. This station lies beyond the usual threshold for reasonable walking distances for public transport. However, it is served by regular trains between Derby and Crewe which run at a frequency of approximately one service every hour in each direction during weekday daytimes. Given the regular train services to areas that are not easily or often accessible by bus to the site, it is considered that the train station is suitably located to further support public transport journeys from the site to locations further afield of the local areas. Details of the precise timings can be found online at www.nationalrail.co.uk.

3.0 OBJECTIVES

- 3.1. The principal objective of the Outline Travel Plan is to reduce single occupancy car travel at the proposed development by implementing a range of measures and incentives to encourage staff to use more sustainable alternatives. However, this Outline Travel Plan will also seek to deliver the following objectives at the site:
 - Set out measures and strategies to promote sustainable travel across the whole site, with possible integration between the multiple business units that exist.
 - Promote the health benefits of walking and cycling.
 - Assist in the overall reduction of peak hour traffic flows within the surrounding highway network, particularly within problematic areas.
 - Monitor the operational practices of the offices with the aim of minimising the need for staff and visitors to travel by car.
 - Reduce the level of demand car parking at the site.

4.0 ACTIONS FOR ACHIEVING OBJECTIVES

Creation of a Site Management Group

- 4.1 The developer will implement a Site Management Group (SMG) to oversee general operational issues, including Travel Plan matters. The SMG will be managed by a representative of the developer and meetings will take place every six months with representatives from each organisation based on site. The SMG will assess current barriers to non-car travel and identify where further infrastructure improvements could be required to support the travel plan targets or address any concerns that exist.
- 4.2 Without knowing the end users of each unit, only certain measures can be committed to by the developer at this stage of the Travel Plan process. The following details therefore present measures that can influence travel behaviour and are under the direct control of the developer. Other measures are also identified that require input from the end occupier.

Measures to encourage walking

- 4.3 The site layout will include footway links alongside each of the access roads, which shall also connect to new footways and crossing facilities at Burton Road. This will significantly improve conditions for staff and visitors walking to and from the site. In addition, the developer will ensure that the following measures are implemented within each unit to further encourage future staff to walk to the site:
 - a 'Travel Pack' will be given to each new office occupant, detailing up to date information on local pedestrian routes and crossing opportunities
 - changing rooms and locker facilities will be included within the design of each unit
 - suitable lighting facilities will be provided along pedestrian routes within the site
 - provision of a new footway and pedestrian refuge facilities at the western edge of Burton Road (south of the roundabout) and a new shared footway/cycleway at the eastern edge of Burton Road (north of the roundabout)

Measures to encourage cycling

- 4.4 The Transport Assessment includes recommendations for appropriate levels of on-site cycle parking for each unit. All staff and visitor cycle parking shall be located close to the entrance of each office unit, as well as being undercover and well lit. Further measures to encourage future staff to cycle include:
 - up to date information on local cycle routes and crossing opportunities to be included within the Travel Pack
 - on-site changing and locker facilities that include clothes drying facilities
 - suitable lighting along cycle routes within the site
 - a £100 voucher for each office unit to cover the purchase of cycle equipment at a local store
 - provision of a new footway and pedestrian refuge facilities at the western edge of Burton Road (south of the roundabout) and a new shared footway/cycleway at the eastern edge of Burton Road (north of the roundabout)

Measures to encourage bus travel

4.5 New bus shelters will be provided to serve the site, either on Burton Road adjacent to the office development or internally within the residential development. The developer will also ensure that local bus information is provided within the Travel Pack, including timetable information and contact numbers for local bus operators and the County Council Public Transport department. The developer should investigate the possibility of offering free 'taster tickets' to each office unit to promote bus travel.

Car share scheme

4.6 The SMG will set up a car share scheme that covers the entire site. This will be promoted at each office unit within the 'Travel Pack'. The SMG would set up a private, site-specific database of staff car journeys to the site, which enables them to identify opportunities where staff at the site could car share with people travelling to other destinations close by or along the same route. The developer

will also consider subscribing to the 'Liftshare' program at <u>www.liftshare.com</u> which includes a database of nationwide car sharers.

Car parking management plan

- 4.7 At this stage, it is envisaged that the proposed car parking provision should satisfy demand at this site. However, the SMG will monitor the situation as the development matures and consider the opportunities to achieve a more efficient arrangement through the implementation of a Parking Management Plan. The Parking Management Plan could include the reconfiguration of existing spaces to accommodate:
 - a permit scheme
 - car sharers
 - restricted access (short-stay) spaces

5.0 MARKETING

- 5.1 The SMG will be responsible for providing each individual unit with up to date information on sustainable travel opportunities within the Travel Pack, which will be issued to all tenants prior to occupation. The Travel Pack will also include details such as:
 - a copy of this Travel Plan
 - a suggested Action Plan for implementing and monitoring the Travel Plan
 - details of the latest staff travel survey template and a sample monitoring report
 - contact details for the SMG and Travel Plan Officer at Staffordshire County Council
 - details of forthcoming events, including the next SMG meeting
- 5.2 Regular emails will be sent to all office tenants with news regarding sustainable travel, promoting events and updating them of any significant changes to the opportunities available.

6.0 TARGETS

- 6.1 All travel surveys shall be carried out at the site during the first October following occupation (which is a classed as a 'neutral' monitoring month). Until this information can be gathered targets for the travel plan should be kept general and related to the implementation of essential factors in developing awareness of the process. Hence, the following targets will be set as part of this Outline Travel Plan.
 - Produce promotional material for the travel plan, to be included within the Travel Pack within three months of approval of Outline Travel Plan.
 - Formation of the Site Management Group within one month of occupation.
 - For the site as a whole a Travel Planning website will be instigated highlighting the Travel Plan, its initiatives, management, information pack, offers, plus links to external sustainable travel websites.
 - SMG to liaise with the local cycle shops to discuss discounts for purchasing cycle equipment within one month of occupation.
 - SMG to liaise with the local bus operators to discuss potential travel discounts within one month of occupation.
 - SMG to set up the car share database when the office occupation levels reach 75%.
 - Create the 'Travel Pack' which can be issued to each new occupant of each office unit within one month of occupation.
 - Arrange for a SMG meeting inviting each tenant when the office occupation levels reach 75%.
 - Implement staff travel surveys first October following occupation.
 - The peak hour traffic for the development should be reduced by 15%, with a 10% reduction in one year after the initial travel survey and a further 5% reduction by 3 years after the initial survey.
 - To ensure that targets are met a package of further measures could be identified and implemented if the 15% target is not met after 3 years. This would not involve off site highway works as national policy requires further investment in the TP in preference to highway works. The further measures could include bus travel vouchers and a further contribution towards the purchase of cycling equipment.

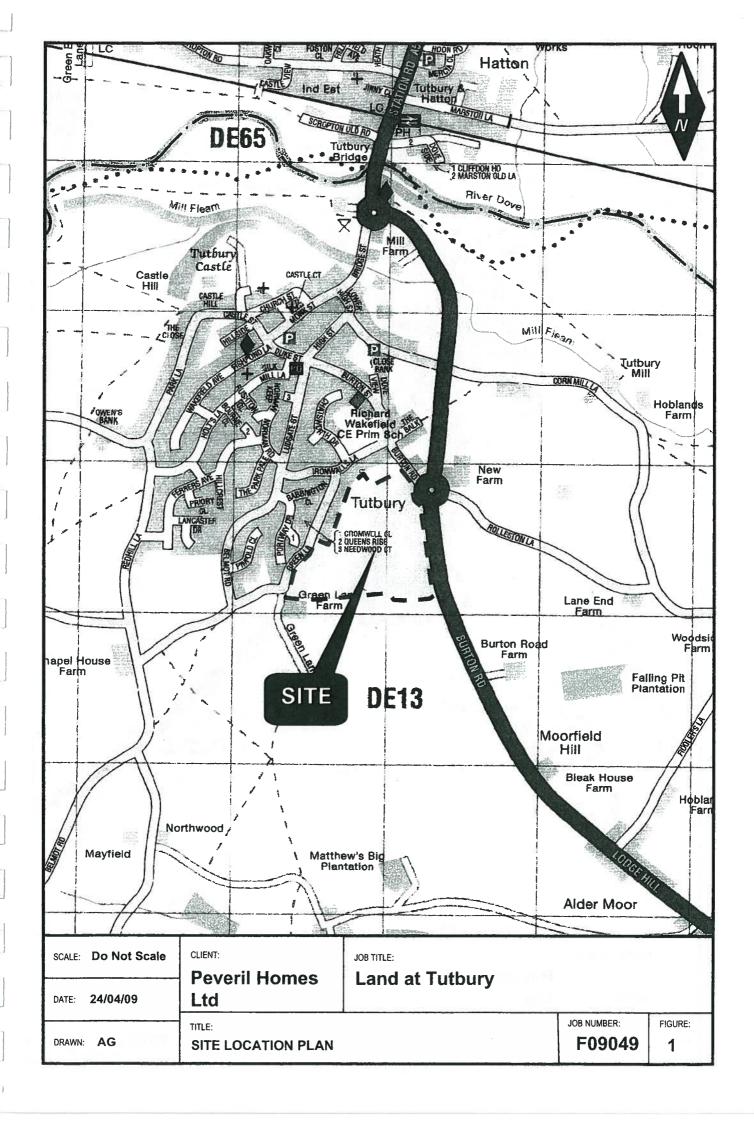
6.2 Following completion of the initial staff travel surveys, the above targets will be expanded to specifically address the need to minimise car use at the site. Any subsequent targets shall be directly related to the staff travel patterns with the aim of reducing car travel on an incremental basis over the course of the Travel Plan.

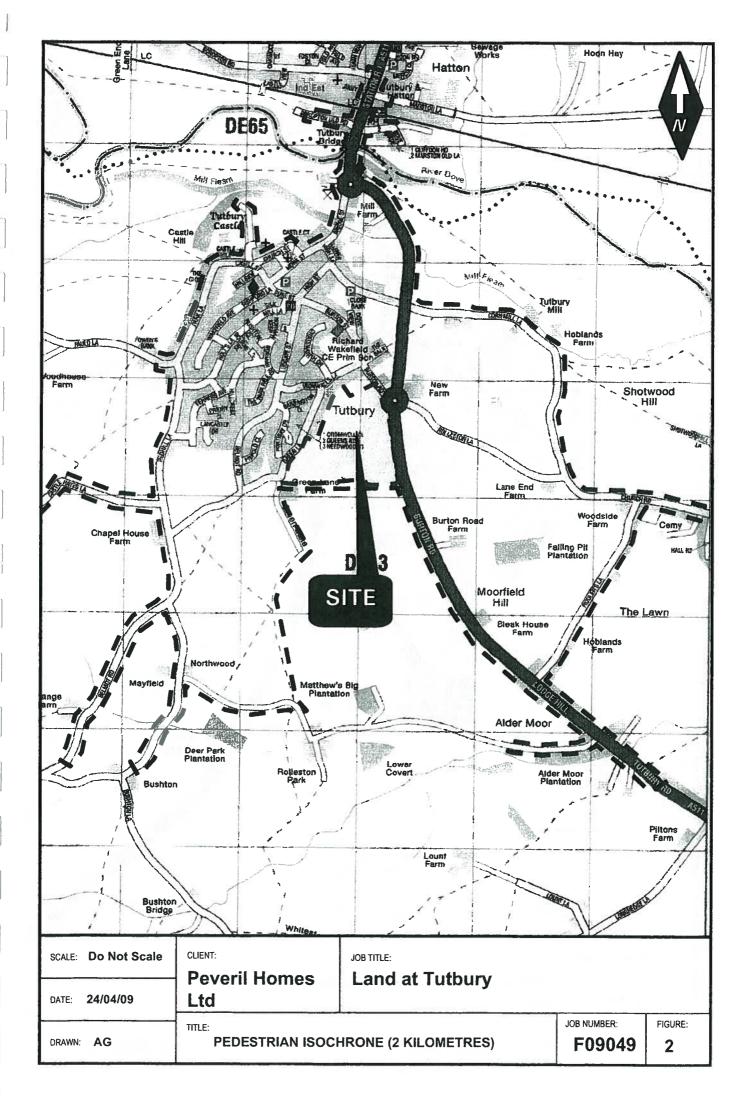
7.0 MONITORING

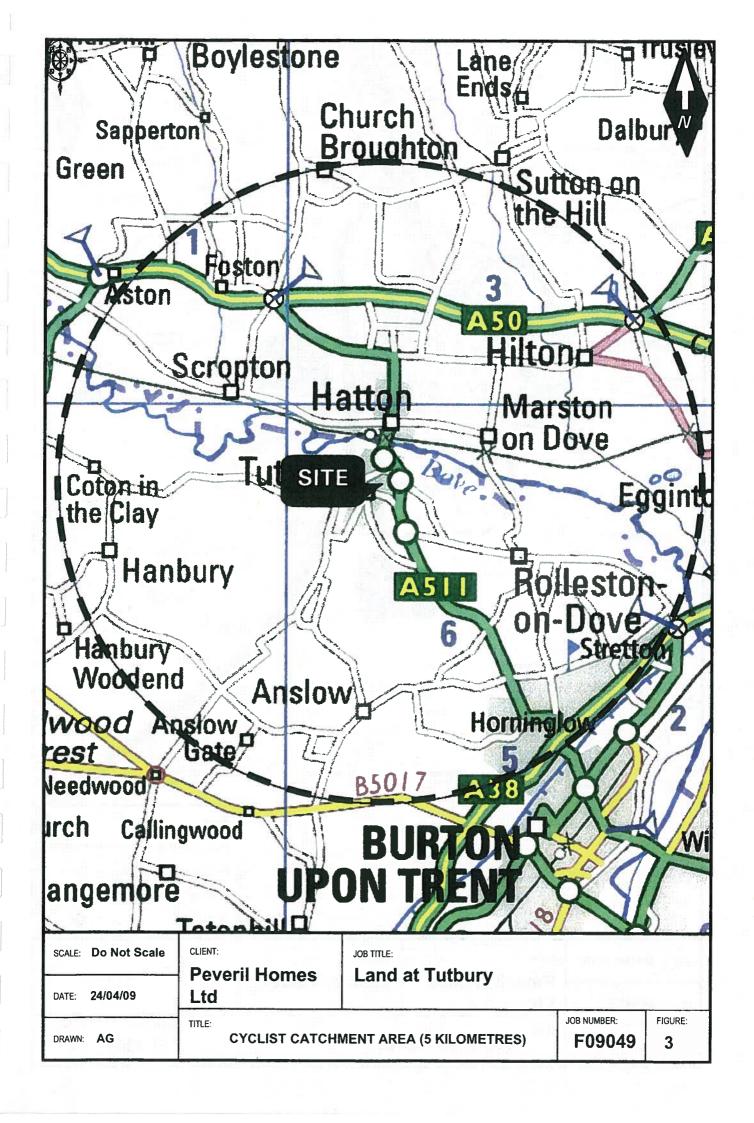
- 7.1 During the first October following approval of the Travel Plan and opening of the site, the SMG will arrange for each tenant to complete an initial staff travel survey. This baseline survey will help to identify the specific travel related issues associated with the site. October has been chosen as it is generally recognised as the most suitable 'neutral' month for travel patterns. A copy of the sample staff travel survey is contained at **Appendix B**.
- 7.2 The results will be fed into a collective monitoring report that seeks to address the success of the previous year and identify any necessary amendments to the Travel Plan targets or measures and issued to Staffordshire County Council for approval. This process will be repeated on an annual basis for a minimum period of five years, following completion of all development and full occupation of the site.
- 7.3 It is essential that the surveys produce the right information to properly assess the travel issues that affect the site. As such, prior to the initial surveys, the SMG will liaise with various office units to determine whether there are any specific issues that need further information as part of the surveys. The baseline staff travel survey may be subject to change following this initial consultation.
- 7.4 The SMG will keep a record of any significant developments that occur each month in respect of the travel plan. This will assist in the completion of the annual monitoring reports and allow the SMG to clearly define what work has been undertaken during the time period. This record of progress will also assist the SMG in bringing the County Council up to date during the steering group meetings, so that they can assess what work has been done during the course of the year.

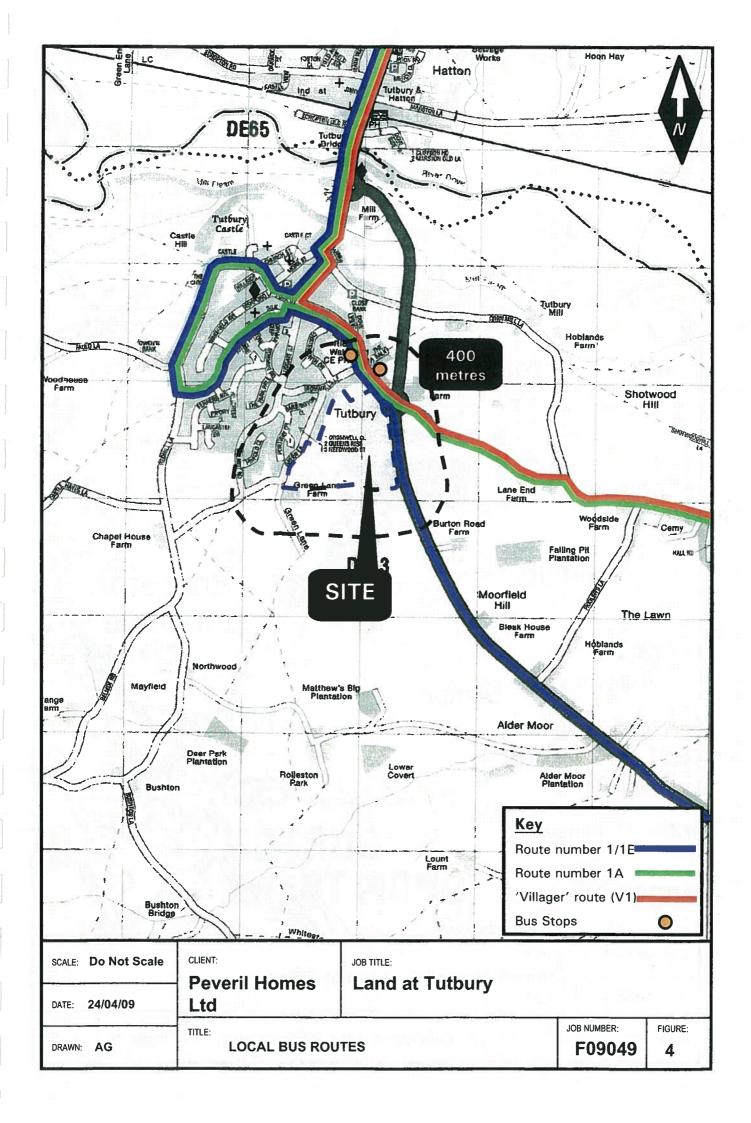
				Frequency (services	rvices)	
Route No.	Operator	Details	Weel	Weekdays		
			peak am + pm	off peak	Saturday	Sunday
-	Arriva	Uttoxeter-Tutbury-Burton	60 mins	60 mins	60 mins	No service
1a	Arriva	Tutbury-Rolleston-Burton	60 mins	60 mins	60 mins	No service
1e	Arriva	Uttoxeter-Tutbury-Burton	No service	No service	No service	2 hours
/illager (V1)	Trent Barton	Burton upon Trent-Tutbury-Derby	60 mins	60 mins	60 mins	2 hours

TABLE 1: DETAILS OF LOCAL BUS SERVICES









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APPENDIX B - SAMPLE STAFF TRAVEL SURVEY

Work	nlace	Travel	Survey
VVOIR	piace	110761	Julyey

This is your chance to **have your say** about the journeys you make to enable us to develop policies and schemes based on the results of the survey.

Please complete in **BLOCK CAPITALS** using **Black / Blue ink**.

C 4'	A			
Section	on A - About you			
1.	Home Postcode			
2.	Gender		Male Female	01 02
3.	Age		Under 25 25 – 34 35 – 44 45 – 54 55 or over	01 02 03 04 05
Section	on B - About your job			
4. Cor	npany Name		Site (if applicable)	
5. Are	you aware of your company's	trave	I plan?	
			Yes No Don't know	01 02 03
6. Do	you normally work;		Out of hours e.g. nights Normal working day e.g. 8am – 4pm, 9am – 5pm, 10am – 6pm	01 02
			Other (please specify)	03
7. Is y	our work;		Part time Full time	01 02
8. Whi	ich of the following best descri	ibes th	ne level of skill related to your job?	
9. Wo	uld you be prepared to work fr		Professional/Managerial Office Qualified manual work Non qualified manual work ome?	01 02 03 04
			Yes Already do Unable to No. would not like to	01 02 03

Section C - About your travel to and from work

10. How do you travel to work?

	Usual (please tick one)	Second choice (please tick one
Bus		
Bicycle		
Car, on your own		
Car, with other(s)		
oot		
Motorbike		
rain rain		
Other (please specify)		
	Car essential to per Dropping / collecting Get a lift Health reasons e.g. Lack of an alternation Mobility reasons e.g. Cheaper than the and Personal safety Convenience I don't use public transport of the personal specify)	rform job 01 og children 02 03 fitness 04 tve 05 or registered disabled 06 of the control of the
l2. How far do you travel to w	vork?	
	Up to 1 mile	01
	Over 1 mile and up	
	Over 2 miles and u	p to 4 miles 03
	Over 4 miles and u	p to 10 miles 04
		p to 10 miles 04

13. How long does it currently take you to get to wo	13	How	long	does	it	currently	take	VOII	to	net	to	woi	rl	k		7	2
--	----	-----	------	------	----	-----------	------	------	----	-----	----	-----	----	---	--	---	---

0 – 15 minutes	01
16 – 30 minutes	02
31 – 60 minutes	03
61 – 90 minutes	04
Longer than 90 minutes	05

14. Which of the following changes would encourage you to walk to work? (if you already walk t	0
work, which would you most like to see? - Please tick or specify)	

	Would definitely encourage me to walk to work	Might encourage me to walk to work	Would not encourage me to walk to work
Safer, better lit worksite paths			
Improved paths on the journey to work			
Improved changing facilities & lockers at work			
Other (please specify)			

15. Which of the following changes would encourage you to cycle to work? (if you already cycle to work, which would you most like to see? - Please tick or specify)

	Would definitely encourage me to cycle to work	Might encourage me to cycle to work	Would not encourage me to cycle to work
Safer, better lit worksite cycle paths			
Improved cycle paths on the journey to work	in the second se	ii lana r	
Improved cycle parking at workplace		1111-1-1	
Improved cycle changing facilities & lockers at work			
Arrangements to buy a bicycle at a discount			
Free Adult cycle training			
Other (please specify)			The state of the s

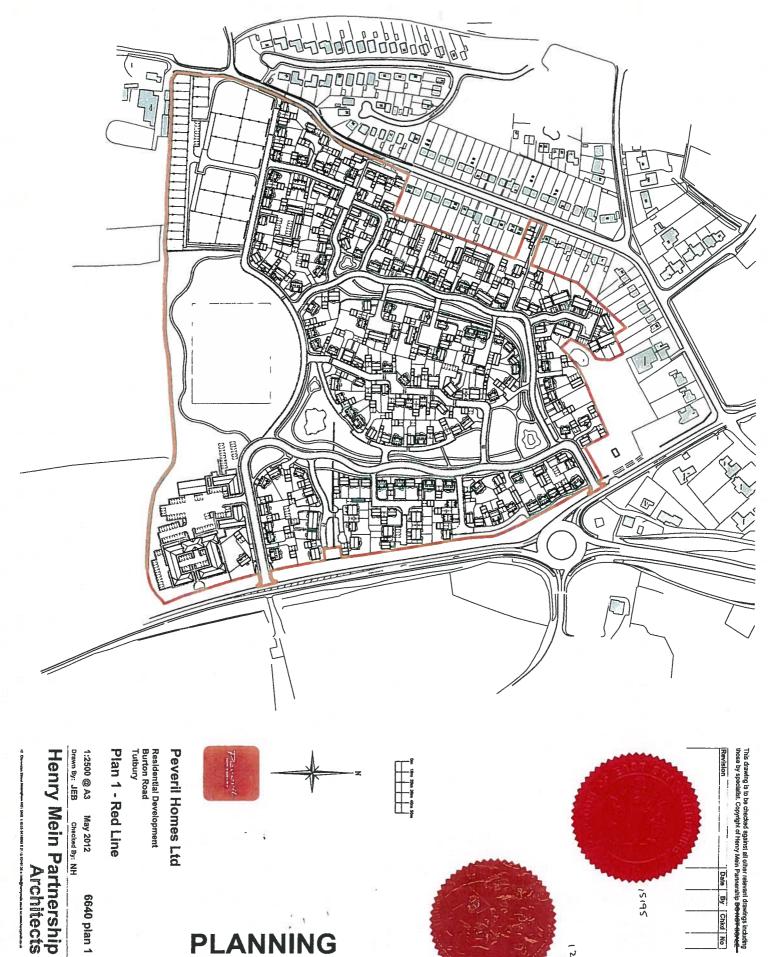
16. Which of the following changes would most encourage you to use public transport for your journey to work? (if you already travel to work by public transport, which would you most like to see? - Please tick or specify)

	Would definitely encourage me to use public transport to work	Might encourage me to use public transport to work	Would not encourage me to use public transport to work
More direct bus routes			
More frequent bus			
service			
Better lighting at bus	10.00		
shelters & workplace	=11100		
footpaths			
Discount tickets/passes			
available at work			
More convenient bus			
stop drop off points			
Better connection to			
work from the railway			
station			
Better connection from			
home to the railway			
station			
Public transport			
information			
Availability of park and			
ride		<u> </u>	
Other (please specify)			

Please complete ques	tions 17 – 19 if you use	a car to get to work.	
17. Where do you usua	☐ At work	arking in nearby street	01 02 03
18. Would you be prepa	ared to car share? \(\sum_{ \text{No}} \) \(\text{No} \)	;	01 02
	If your answ	wer is no, please say why	
19. Which of the following	ng would most encourage	e you to car share?	
	Would definitely encourage me to car share to work	Might encourage me to car share to work	Would not encourage me to car share to work
Help in finding car share partners with similar work patterns			
Free taxi home if let down by car driver			
Reserved parking for car sharers			
Reduced car parking charges for car sharers		(3)	
Other (please specify)			
20. Do you have any co	mments about your trave	el to work patterns?	
Thank you for your co-o	peration. Please be assu	red that all your answers	will remain confidential.
Please return this form t	to		
Name	At		Ву
Data Protection Act 1998 The personal information col service you have requested. of Conduct.	lected on this form will be pro Your response is treated as c	ocessed on computer to provi onfidential in accordance with	de and manage the information or the Market Research Society Code

Annex 1 Plan Number 1





Peveril Homes Ltd

Residential Development Burton Road Tutbury

Plan 1 - Red Line

May 2012 Checked By: NH

6640 plan 1

PLANNING



Annex 2 Plan Number 2





Peveril Homes Ltd

Residential Development Burton Road Tutbury

Plan 2 - Public Open Space

6640 plan2

May 2012 Checked By: NH

Henry Mein Partnership
Architects

PLANNING



Annex 3 Plan Number 3





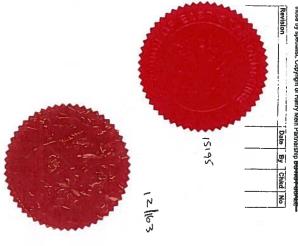
Maintenance Management Schedule

Peveril Homes Ltd

Residential Development Burton Road Tutbury Plan 3- MMS

Henry Mein Partnership Architects May 2012 Checked By: NH 6640 plan 3

PLANNING



Annex 4 Plan Number 4





Peveril Homes Ltd

Residential Development Burton Road Tutbury Plan 4- community facilities

PLANNING



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Henry Mein Partnership Architects May 2012 Checked By: NH

6640 plan 4

deed by THE OWNER in the presence of:)				
presence ca.					
Witness:signature	•				
name address					
occupation	• = · · ·	x mint in	mair.		
THE COMMON SEAL of EAST STAFFORDSHIRE BOROUGH COUNCIL was affixed to this deed in the presence of:		the state of the s	Sandar (1)	15195	
Authorised S	ignatory		·····		
					12/163
THE COMMON SEAL of STAFFORDSHIRE COUNTY COUNCIL was affixed to this deed in the presence of:)))				
Authorised Si	gnatory				Ma.
EXECUTED AS A DEED by PEVERIL HOMES LIMITED in the presence of:-)))	rector			
	~.				*
	Di	rector/Se erc	tary		