

19/147

DATED

22nd March

2019

EAST STAFFORDSHIRE BOROUGH COUNCIL

- and -

STAFFORDSHIRE COUNTY COUNCIL

- and -

GRAHAM SWINSON AND JOANNE CLAIRE SWINSON

- and -

GRAHAM SWINSON AND EMMA CLAIRE SWINSON

- and -

IVAN WILLIAM LEA

~~- and -~~

~~BANK OF SCOTLAND PLC~~

SECTION 106 AGREEMENT

Land off Westlands Road Uttoxeter

Planning Application Ref: P/2017/00555

THIS DEED is made on 22nd day of March 2019

BETWEEN:-

- (1) **EAST STAFFORDSHIRE BOROUGH COUNCIL** whose principal office is at Town Hall, Burton upon Trent, Staffordshire DE14 2EB ("**the Council**"); and
- (2) **STAFFORDSHIRE COUNTY COUNCIL** of Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH ("**the County Council**")
- (3) **GRAHAM SWINSON AND JOANNE CLAIRE SWINSON** of Blythe Barn, Caverswall Lane, Lower Loxley, Uttoxeter, Staffordshire, ST14 8RZ ("**the Site Owner**")
- (4) **GRAHAM SWINSON AND EMMA CLAIRE SWINSON** of Blythe Barn, Caverswall Lane, Lower Loxley, Uttoxeter, Staffordshire, ST14 8RZ ("**the First Access Owner**")
- (5) **IVAN WILLIAM LEA** of 87 Westlands Road, Uttoxeter, Staffordshire, ST14 8DJ ("**the Second Access Owner**")
- ~~(6) **BANK OF SCOTLAND PLC** (Company No: SC327000) whose office is situate at 1 Lovell Park Road, Leeds, LS1 1NS ("**the Mortgagee**")~~

WHEREAS:

1. The Site Owner has the freehold interest in the Site registered at HM Land Registry under Title No SF336236.
2. The First Access Owner has the freehold interest in the land registered at HM Land Registry under Title No SF262974.
3. The Second Access Owner has the freehold interest in the land registered at HM Land Registry under Title No SF486376.
- ~~4. The Mortgagee holds a registered charge over Title No SF262974.~~

5. References to "Owners" means the Site Owner, First Access Owner and Second Access Owner as a whole.
6. For the purposes of the Act the Council is the local planning authority for the area in which the Site is located.
7. The County Council is the local highway authority for the purposes of the Highways Act 1980 and the local education authority for the purposes of the Education Act 1996 for the area in which the Site is located.
8. The Site Owner has submitted the Application to the Council for permission to develop the Site for the purposes and in the manner described in the Application.
9. At a meeting of the Council's Planning Committee held on 22 May 2018 it was resolved that, subject to the completion of this Deed, the Planning Permission should be granted.
10. The County Council as local highway authority is of the opinion that, in the event of the land being developed in accordance with the Planning Permission, to provide for the formation of a maintenance management company to maintain the private access road and parking facilities
11. The County Council as local education authority is of the opinion that, in the event of the Site being developed in accordance with the Planning Permission the Site Owner should contribute towards local education provision by making a financial contribution towards education provision.
12. The parties to this Deed have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 S1 2010 No. 948 (to the extent relevant to the obligations in this Deed) and the advice set out at Paragraph 204 of the NPPF and agree that the planning obligations it contains are:

- a. necessary to make the development acceptable in planning terms;
 - b. directly related to the development; and
 - c. fairly and reasonably in scale and kind to the development
13. The Council as local planning authority is of the opinion that, in the event of the Site being developed in accordance with the Planning Permission, the Site Owner should provide a sum towards off-site affordable housing, refuse containers and health, off site public open space and education and the formation of a Maintenance Management Company to maintain the private access road.
14. The Council and the County Council consider and the Owners accepts by the terms of this Deed that the Development should not take place without the Owners entering into the obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. STATUTORY PROVISIONS

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

2. INTERPRETATION

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

"1980 Act"	the Highways Act 1980, as amended
"the Act"	the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991)
"the Application"	planning application reference P/2017/00555
"the Charge"	means the Legal Charge dated 5 February 2010 between the First Access Owner (1) and the Mortgagee (2) by which the land in title number SF262974 is charged with payment of certain monies to the Mortgagee
"the Commencement Date"	the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act save for: any site investigation works, trial holes or other operations to establish the ground conditions of the Site, any works of demolition, any site offices, security fencing and compounds, any works carried out in connection with any archaeological investigations, and the terms "Commence", "Commenced" and "Commencement of the

	Development” shall be construed accordingly
“the Deed”	this Deed which contains planning obligations made pursuant to Section 106 of the Act
“the Development”	the development of the Site in accordance with the Planning Permission
“Dwelling”	any single dwelling unit constructed on the Site intended for occupation by one or more private individuals
“Index Linked”	means increased (if applicable) in proportion to movements in the Index between the date of this Deed and the date the particular payment is made and “Index Linking” shall be construed accordingly
“the Index”	Statistics means the All Items Group (item reference CHAW) of the retail prices index published by HM 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.
“the Interest Rate”	the base rate from time to time of the Lloyds Bank plc or such other bank as may be nominated by the Council.
“Occupation”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term “Occupy” shall be construed accordingly.
“the Due Date”	the date upon which any payment under this Deed becomes due and payable
“the Planning Permission”	the planning permission to be issued by the Council pursuant to the Application generally in the form of the draft annexed hereto as Annexe 2
Satisfaction of the Council	means to the normal standards of the Council applied elsewhere within their administrative area in respect of similar matters

Satisfaction of the County	means to the normal standards of the County Council applied elsewhere within their administrative area in respect of similar matters
“the Site”	that area of land situate at off Westlands Road, Uttoxeter which is more particularly delineated and edged red on the Site Plan
“Site Plan”	the plan annexed to this Deed as Annexe 1

2.2 In this Deed where the context so requires:

- (a) references to the masculine, feminine and neuter genders shall include the other genders;
- (b) references to natural persons are to include corporations and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) references to any party will include the successors in title and assigns of the party and in the case of the Council and the County Council their successors in title and assigns and the successors to their respective statutory functions;
- (e) where a party includes more than one person and/or where more than one party undertakes an obligation, any obligations of that party/parties will be joint and several;
- (f) references to clauses schedules and paragraphs are references to clauses and paragraphs in and schedules to this Deed except where otherwise specified;
- (g) title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed

- (h) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- (i) except where expressly provided otherwise the expression the "Owner" shall include persons successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through it; and
- (j) words denoting an obligation on a party to do any act or thing includes an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3. **COMMENCEMENT**

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

- (a) the Planning Permission has been granted;

4. **COVENANTS BY THE OWNERS**

4.1 The Owners covenant with the Council and the County Council to observe and perform the obligations on its part contained in the Schedules.

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

5. **CONFIRMATION OF INTEREST**

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

6. COVENANTS BY THE COUNCIL

- 6.1 The Council covenants with the Owners to observe and perform the obligations on its part contained in the Schedules.
- 6.2 The Council shall as soon as reasonably practical following completion of this Deed grant the Planning Permission save that the Council shall not be in breach of this obligation if it shall be prevented from issuing the Planning Permission by a court order.
- 6.3 The Council will upon the written request of the Owners (or their successors in title) at any time after the obligations on the part of the Owners contained herein have been fulfilled issue confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

7 COVENANTS BY THE COUNTY COUNCIL

- 7.1 The County Council covenants with the Owners:
- (a) to observe and perform the obligations on its part contained in the Schedules;

8. MISCELLANEOUS

- 8.1 This Deed shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.
- 8.2 This Deed shall be enforceable against the Owners to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Owners as provided in Section 106 of the Act but the Owners shall not have any further liability under this Deed (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Owners (or as the case may be such other person) no longer have an interest in the Site or the part of the Site in respect of which a breach occurs.

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

8.8 Where the agreement, approval, consent or expression of satisfaction is required from the County Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed PROVIDED ALWAYS that the County Council shall act in accordance with their normal practices and procedures and priorities as applied elsewhere within their administrative area in respect of similar matters.

8.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed provided that they are severable therefrom.

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

9. **NOTICES**

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

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

9.1.2 if to the County Council, to the Director of Strategy, Governance and Change at the County Council;

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

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

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

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

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

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

10. **ARBITRATION**

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

the Arbitration Act 1996 or any modification or re-enactment for the time being in force.

11 LATE PAYMENT

If any payment due under any of the provisions of this Deed is not made on or before the date upon which it is due the party from whom it was due shall at the same time as making the payment to the other party pay interest at 3% above the Interest Rate as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is received

12 THIRD PARTY RIGHTS

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

13 SECTION 73 VARIATION

In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act in respect of conditions attached to the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall (save for the purposes of the definition of Planning Permission in Clauses 2.1, 6.2) be deemed to include any such subsequent planning applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

14 **LEGAL COSTS**

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

~~15 **THE CHARGE/MORTGAGEE**~~

~~15.1 The Mortgagee for itself and its successors in title consents to the First Access Owner entering into this Deed and covenants with the Council (and the Council Council) that in the event that the Mortgagee takes possession of the land or any part of it and/or exercises its power of sale under the provisions of the Charge then the Mortgagee and its successors in title will observe and perform and be bound by the terms and conditions of this Deed so far as the same remains to be observed and performed.~~

~~15~~ **16 INDEMNITY**

The Owners shall indemnify Council and the County Council for any expenses or liability arising to them in respect of breach by the Owners of any obligations contained in this Deed.

~~16~~ **17 JURISDICTION**

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

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

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



Authorised Signatory

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



Authorised Signatory

EXECUTED AS A DEED by GRAHAM)
SWINSON)
in the presence of:-)

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTED AS A DEED by **JOANNE**)
CLAIRE SWINSON)
in the presence of: -)

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTED AS A DEED by **GRAHAM**)
SWINSON)
In the presence of:)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTED AS A DEED by **EMMA**)
CLAIRE SWINSON)
In the presence of:)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTED AS A DEED by **IVAN**)
WILLIAM LEA)
In the presence of:)

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

~~EXECUTED AS A DEED~~ by _____)
~~For and on behalf of~~ ~~BANK OF~~ _____)
~~SCOTLAND PLC~~ _____)
~~In the presence of:~~ _____)

SCHEDULE 1

GENERAL OBLIGATIONS

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

1. To permit the Head of Managed Growth, Regeneration and Development and any person or persons authorised by him access to the Site or any part of it at all times, on reasonable notice and in compliance with the Owners' 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 Council notice in writing no later than 7 days prior to the anticipated Commencement Date.
3. To give the Council and the County Council notice in writing of the Commencement of the Development within 7 days of the Commencement Date.
4. To give the Council and the County Council notice in writing no later than 7 days after the first Occupation of the Development.
5. To give the Council and the County Council notice in writing of the commencement of construction of the 7th, 10th and 15th Dwelling on the Site;

SCHEDULE 2

COUNCIL'S OBLIGATIONS

1. OFF SITE AFFORDABLE HOUSING CONTRIBUTION

“Off Site Affordable Housing Contribution” means the sum of £235,000 (Two Hundred and Thirty Five Thousand Pounds) Index Linked for off site affordable housing in lieu of on-site affordable housing.

- 1.1 The Owners covenant with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:
- 1.2 Not to Occupy the 7th Dwelling without having first paid 33.33% of the Off-Site Affordable Housing Contribution to the Council.
- 1.3 Not to Occupy the 10th Dwelling without having first paid 33.33% of the Off-Site Affordable Housing Contribution to the Council.
- 1.4 Not to Occupy the 15th Dwelling without having first paid the remaining 33.34% of the Off-Site Affordable Housing Contribution in full to the Council.

2. OFF SITE PUBLIC OPEN SPACE CONTRIBUTION

“Off Site Public Open Space Contribution” means the sum of £14,000 (Fourteen Thousand Pounds) Index Linked in lieu of the as on-site Public Open Space

- 2.1 The Owners covenant with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.2 Not to Occupy the 10th Dwelling without having first paid in full the Off Site Public Open Space Contribution to the Council.

3. HEALTH CONTRIBUION

“Health Contribution” means the sum of £7,920.00 (Seven Thousand Nine Hundred and Twenty Pounds) Index Linked

3.1 The Owners covenant with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

3.2 Not to Occupy the 7th Dwelling without having first paid in full the Health Contribution to the Council.

4. REFUSE CONTAINERS CONTRIBUTION

“the Refuse Containers Contribution” means £1,350 (One Thousand Three Hundred and Fifty Pounds) Index Linked.

4.1 The Owners covenant with the Council with the intent that this is a planning obligation for the purposes of Section 106 of the Act:

4.2 Not to Occupy any of the Dwellings until the Refuse Containers Sum has been paid in full to the Council.

5. COUNCIL’S COVENANTS

5.1 The Council covenants with the Owners as follows:-

5.2 To utilise the Off Site Affordable Housing Contribution for the purpose of alleviating housing need in the Borough of East Staffordshire.

- 5.3 To utilise the Off Site Public Open Space Contribution for the purpose of improvement to Hazelwalls Community Park.
- 5.4 To utilise the Health Contribution to accommodate 45 additional patients within existing healthcare facilities at the Balance Street Surgery.
- 5.6 To utilise the Refuse Containers Contribution for the provision of refuse containers for the Development
- 5.7 In the event that any part of the Off Site Affordable Housing Contribution, Off Site Public Open Space Contribution, Health Contribution and Refuse Containers Contributions has not been expended within 10 years of receipt of the final payment of that sum then the Council shall return the said unexpended part to the person who paid the Contribution together with 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 Council to the date of its repayment.

SCHEDULE 3
COUNTY COUNCIL'S OBLIGATIONS
EDUCATION PROVISIONS

1. DEFINITIONS

1.1 In this Schedule 3 the following words and expressions have the following meanings:

“the Primary Education Contribution” Means the sum of (£33,093) thirty-three Thousand and ninety-three Pounds Index Linked.

“the Middle School Contribution” Means the sum of (£27,654) twenty seven thousand, six hundred and fifty four pounds, Index Linked

“the Education Contribution” Means the sum of the Primary Education Contribution and the Middle School Contribution

2. PLANNING OBLIGATIONS FOR PRIMARY EDUCATION CONTRIBUTION

The Owners covenant with the Council and as a separate covenant with the County Council with the intent that these are planning obligations for the purposes of section 106 of the Act as follows:

2.1 To pay the Education Contribution to the County Council prior to the Commencement of the Development

2.2 Not to Commence the Development without first having paid to the County Council the Education Contribution

3. THE COUNTY COUNCIL'S COVENANTS FOR EDUCATION CONTRIBUTION

3.1 The County Council covenants with the Owners as follows: -

3.1.1 To utilise the Primary Education Contribution for the purpose of either a 1 form of entry of first school provision on the Oldfields Hall Middle School site (or any successor school or establishment following a change of name of school type), or a 1 form of entry expansion of any existing first school in Uttoxeter.

3.1.2 To utilise the Middle School Contribution towards the provision of a sports hall and/or associated accommodation/infrastructure at Oldfields Hall Middle School (or any successor school or establishment following a change of name of school type).

3.1.3 In the event that any part of the Education Contribution has not been expended within 10 years of receipt of the final instalment of that sum then the County Council shall return the said unexpended part to the person who paid the Education Contribution together with 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 payments by the County Council to the date of its repayment.

4. DECLARATIONS

4.1 The parties hereby agree and declare as follows:-

4.1.1 The Site Owner shall comply with the obligations in paragraph 2.1 of this Schedule 2 notwithstanding that at the date for payment of the Education Contribution the County Council may have already commenced, carried out and/or completed the purpose for which the Education Contribution is payable; and

4.1.2 For the purposes of paragraph 3.1.3 of this Schedule 3

4.1.2.1 The County Council shall be deemed to have expended the Education Contribution (or any part thereof) if it has incurred and met expenditure for the purpose for which the Education Contribution is to be used prior to that amount actually being received or due under this Deed; and

4.1.2.2 Any part of the Education Contribution which has not yet been paid out by the County Council but has been committed to be paid by a contract prior to the expiry of the 10 year period shall be deemed to have been expended.

SCHEDULE 4

Access Provisions (Provision of Access Roads and Formation of a Maintenance Management Company)

1. DEFINITIONS

- 1.1. **“the Access Roads”** means those parts of the Land shown coloured orange pink and blue in Annexe 3
- 1.2. **“Dwelling”** means an individual unit of residential accommodation within the Development.
- 1.3. **“Maintenance Management Company”** means a private limited company:-
- 1.3.1. which is incorporated in England and Wales;
 - 1.3.2. which has its registered office in England;
 - 1.3.3. whose members are limited to owners of the Site or a part of it;
 - 1.3.4. whose primary objects permit the company to maintain and renew the Access Roads.
- 1.4. **“Phase 1”** means the part of the Development shown on Annexe 3 abutting the part of the Access Road coloured orange and including Plots 1,2, 3 & 18
- 1.5. **“Phase 2”** means the part of the Development shown on Annexe 3 abutting the part of the Access Road coloured pink and including Plots 4,5,6,7,14,15,16 & 17
- 1.6. **“Phase 3”** means the part of the Development shown on Annexe 3 abutting the part of the Access Road coloured blue and including Plots 8,9,10,11,12 & 13
- 1.7. **“Road-base Level Completion”** means in the opinion of the County Council that part of the Access Roads is completed to a level where the surface is a bound material which seals the sub-base level and provides a clean running surface
- 1.8. **“Satisfaction of the County Council”** means to the normal standards of the County Council applied elsewhere within their administrative area in respect of similar matters.

1.9. "Substantial Completion" means in the opinion of the County Council that the Access Roads perform the function for which they are intended and are complete except for minor items not affecting safety.

2. PLANNING OBLIGATIONS

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

2.1. Not to Commence the Development without having first obtained approval under Section 7 of the Staffordshire Act 1983 for the Access Roads.

2.2. Not to Commence the Development without having first formed the Maintenance Management Company and provided evidence of such formation to the County Council (including a certified copy of the Memorandum and Articles of Association of the Company).

2.3. Not to occupy;

2.3.1. any Dwelling on Phase 1 of the Development until the part of the Access Road coloured orange in Annexe 3 has been completed to Road-base Level Completion to the Satisfaction of the County Council and the Owner shall give to the County Council fourteen days prior notice of anticipated Road-base Level Completion of such part of the Access Road aforesaid mentioned

2.3.2. any Dwelling on Phase 2 of the Development until the part of the Access Road coloured pink in Annexe 3 has been completed to Road-base Level Completion to the Satisfaction of the County Council and the Owner shall give to the County Council fourteen days prior notice of anticipated Road-base Level Completion of such part of the Access Road aforesaid mentioned

- 2.3.3. any Dwelling on Phase 3 of the Development until the part of the Access Road coloured blue in Annexe 3 has been completed to Road-base Level Completion to the Satisfaction of the County Council and the Owner shall give to the County Council fourteen days prior notice of anticipated Road-base Level Completion of such part of the Access Road aforesaid mentioned
- 2.4.** Within two months of occupation of the final Dwelling on the Development, to complete the Access Roads to Substantial Completion to the Satisfaction of the County Council and the Owner shall give to the County Council fourteen days prior notice of anticipated Substantial Completion of the Access Roads.
- 2.5.** Not to wind up the Maintenance Management Company nor alter the constitution of the Maintenance Management Company without the prior written consent of the County Council unless the whole of the Development shall have been demolished.
- 2.6.** Not to significantly alter the Memorandum or Articles of Association of the Maintenance Management Company without the prior written approval of the County Council such approval not to be unreasonably withheld or delayed.
- 2.7.** Within three months of occupation of the final Dwelling;
- 2.7.1. to transfer the freehold interest in the Access Roads free from incumbrances to the Maintenance Management Company, and
- 2.7.2. upon completion of the registration of the transfer of the Access Roads, to register the registered proprietor of each Dwelling as a member of the Maintenance Management Company
- 2.8.** To maintain the Access Roads following their completion to the Satisfaction of the County Council at all times during which any part of the Development is occupied.

2.9. Not to use the Access Roads for any purpose other than as access roads for the Development and not to obstruct them in any way.

ANNEX 1

SITE PLAN

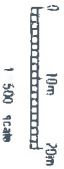
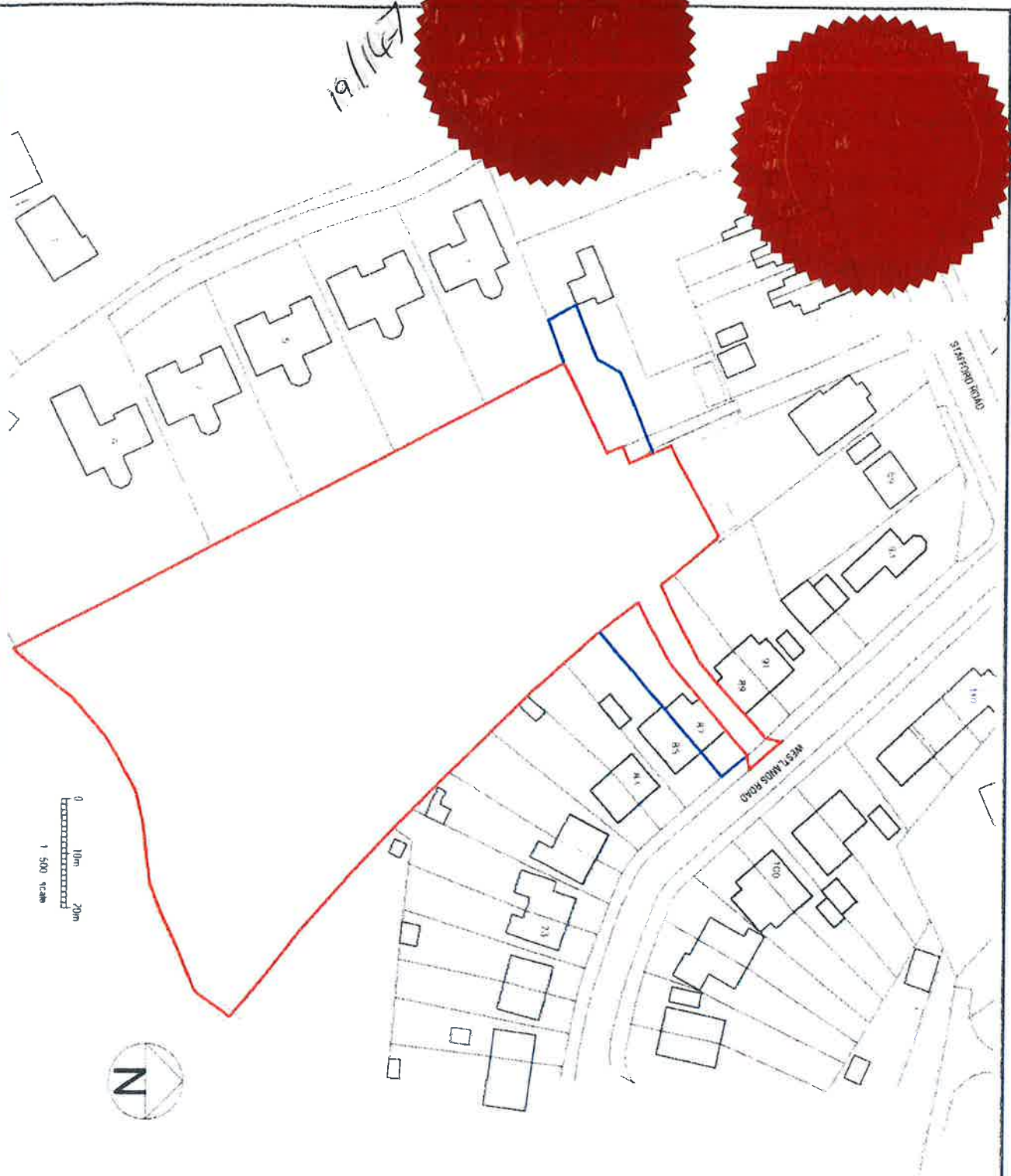
ANNEX 2

DRAFT PLANNING PERMISSION

ANNEXE 3

ACCESS ROADS PLAN

19/1/16



P 2017_00555
Received 30/04/2017

A. final line amended

25.5.17

Elkin — Design

Architectural, Planning & Building Consultant
14 Highfield Road, Hove, Staffs, ST18 0LW
Tel: 01929 20233 Fax: 01929 151788
E: info@elkindesign.co.uk

DRG. NO	17-107-05	revision	A
title	Location Plan	scale	1:500
project	Proposed Housing Development Land off Westlands Road, Unkweiler	date	Dec 2016
client	Mr G Swinson	drawn	GSE



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

Date valid application received: 04/07/2017

Application No: P/2017/00555

Name and address of Agent
Elkin Design
14 Highfield Road
Hixon
Stafford
ST18 0LY
United Kingdom

Name and address of Applicant
Mr Graham Swinson
Blythe Barn
Caverswall Lane
Lower Loxley
Uttoxeter
Staffordshire
ST14 8RZ

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

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

Erection of 18 dwellings comprising two detached and sixteen semi-detached houses, plus a two storey garage block and formation of access
Land off, Westlands Road, Uttoxeter, Staffordshire,

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

1	<p>The development hereby permitted shall be begun before the expiration of two years from the date of this permission.</p> <p>Reason: To conform with Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.</p>
2	<p>The development hereby permitted shall be carried out in accordance with the following approved plans subject to compliance with other conditions of this permission:</p> <p>Drawing No.s:</p> <p>17-107-01 Rev C - 1:500 Site Layout Plan dated as received on 19th February 2018. 17-107-02 Rev A - Two Bed Semi - Plans and Elevations dated as received on 30th May 2017. 17-107-03 Rev A - Four Bed Detached - Plans and Elevations dated as received on 30th May 2017. 17-107-04 - Garage Block (Storage Over) dated as received on 8th May 2017. 17-107-05 Rev A - 1:500 Location Plan dated as received on 30th May 2017. 17-107-06 - 1:100 Proposed Grage Block to Plot 6 dated as received on 30th May 2017. 17-107-07 Rev B - Proposed Site Drainage Layout dated as received on 28th February 2018. 17-107-09 - Bike Store dated as received on 28th June 2017. 17-107-10 Rev D - Site Entrance Plan dated as received on 7th May 2018.</p> <p>Reason: For the avoidance of doubt to ensure the development will not adversely affect the</p>

Sal Khan CPFA, MSc
Head of Service (Section 151 Officer)
P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
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	appearance of the locality, the amenities of neighbouring properties, or the safe and efficient use of the adjoining highway in accordance with East Staffordshire Local Plan Policies SP1, SP16, SP24, SP29, SP35, DP1 and DP3, the East Staffordshire Design Guide and the National Planning Policy Framework.
3	<p>No development shall take place until samples and details of all materials to be used externally ensuring the product name and manufacturer is provided (including details of coursing of brickwork, finish and colour of render and roof tiles) have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.</p> <p>Reason: To safeguard the character and appearance of the buildings and their surroundings in accordance with East Staffordshire Local Plan Policies SP1, SP16, SP24, DP1 and DP3, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
4	<p>No development shall take place, and no site works related to the development hereby approved shall be carried out, until details of all slab levels and any regrading proposed to the site have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.</p> <p>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 Policy SP24, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
5	<p>No development shall take place until details of all lighting proposed to the site have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.</p> <p>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 Policy SP24, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
6	<p>No development shall take place until details of ecological enhancement measures (including bird nesting and bat roosting facilities) to be installed on the site have been submitted to and approved in writing by the Local Planning Authority. The approved ecological enhancement measures shall be installed prior to the first occupation of any of the dwellings hereby approved and thereafter made available at all times for their designated purposes.</p> <p>Reason: To safeguard protected species and their habitats in accordance with East Staffordshire Local Plan Policy SP29 and the National Planning Policy Framework (particularly Paragraph 17 and Section 11).</p>
7	<p>No development shall take place until a Construction Management Plan, which shall specify the routing of demolition and construction vehicles to and from the site, parking of vehicles of site personnel, operatives and visitors, loading and unloading of plant and materials, storage area of plant and materials used during the construction of the development, appropriate wheel wash facilities and measures to prevent the deposition of deleterious material on the public highway, has been submitted and approved in writing by the Local Planning Authority. The approved Construction Management Plan shall be implemented and adhered to throughout the construction period unless otherwise first agreed in writing by the Local Planning Authority.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety and in</p>

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	accordance with East Staffordshire Local Plan Policy SP35.
8	<p>No development shall take place until details of the temporary parking areas for No.s.87 and 89 Westlands Road, within the site have been submitted to and approved in writing by the Local Planning Authority. The temporary parking areas shall thereafter be provided in accordance with the approved plans until the permanent parking bays and the garage block have been provided as required by Condition 13 below.</p> <p>Reason: To ensure adequate off-street parking exists to serve the development to avoid vehicles parking on the adjoining road and obstructing the free flow of movement of traffic in the interests of highway safety in accordance with East Staffordshire Local Plan Policy SP35.</p>
9	<p>No development shall take place until a scheme of sustainable drainage has been submitted to, and approved in writing by, the local planning authority. The scheme shall include details of the following:</p> <ul style="list-style-type: none"> - Discharge from the site to be limited to 5l/s discharging to ditch to the South and provide an appropriate volume of attenuation storage is included within the development. - Future access and maintenance plan of the proposed surface water system and ditch. - Details of attenuation volume including hydraulic calculations - confirmation that finished floor levels are to be set no lower than 150mm above local ground level. <p>The approved scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.</p> <p>Reason: To reduce the risk of flooding in accordance with East Staffordshire Local Plan Policy SP27 and the National Planning Policy Framework (particularly Section 10).</p>
10	<p>No development shall take place until a scheme of landscaping, fencing and walling, and measures for the protection of trees and hedges to be retained during the course of development has been submitted to and approved in writing by the Local Planning Authority.</p> <p>Reason: To ensure that a landscaping scheme to enhance the development is provided in accordance with East Staffordshire Local Plan Policy SP24, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).</p>
11	<p>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 dwellings 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.</p> <p>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 occupiers of adjacent buildings and in accordance with East Staffordshire Local Plan Policy SP24, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).</p>
12	<p>Any scheme of walling and fencing approved as part of the landscaping scheme required by Condition 10 above shall be completed prior to the development first being brought into use.</p>

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	Reason: To safeguard the visual amenities of the area and the amenities of occupiers of adjoining properties in accordance with East Staffordshire Local Plan Policies SP24 and DP3, and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).
13	<p>The development hereby permitted shall not be brought into use until the gully connected to a surface water outfall, has been provided at the proposed access to the site in accordance with approved drawing 17-107-10 D. The gully and surface water outfall shall thereafter be maintained as such for the life of the development.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety and to reduce the risk of flooding in accordance with East Staffordshire Local Plan Policy SP27 and the National Planning Policy Framework (particularly Section 10).</p>
14	<p>Prior to the first occupation of any of the dwellings hereby granted permission the garage block and parking spaces to serve No.s 87 and 89 Westlands Road as shown on approved Plan 17-107-01 Rev D shall be provided in a bound porous material in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority, and thereafter shall be made available at all times for their designated purposes.</p> <p>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 Policy SP27 and the National Planning Policy Framework (particularly Section 10).</p>
15	<p>The development hereby approved shall be carried out in accordance with the recommendations and methods of working detailed within the Summary and Recommendations of the Preliminary Ecological Appraisal prepared by Kingdon Ecology dated 8th December 2016.</p> <p>Reason: To safeguard protected species and their habitats in accordance with East Staffordshire Local Plan Policy SP29 and the National Planning Policy Framework (particularly Paragraph 17 and Section 11).</p>
16	<p>Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 the garage accommodation and parking spaces provided in connection with the development hereby approved shall be made available at all times for the parking of vehicles in relation to the residential use of the premises' unless planning permission for any alternative use has first been granted by the Local Planning Authority.</p> <p>Reason: To ensure adequate off-street parking exists to serve the development to avoid vehicles parking on the adjoining road and obstructing the free flow of movement of traffic in the interests of highway safety in accordance with East Staffordshire Local Plan Policy SP35.</p>
17	<p>Notwithstanding the provisions of Classes A, B, C, D, E and G of Schedule 2, Part 1 of the Town and Country Planning (General Permitted Development) (England) Order 2015, or any Order revoking and re-enacting that Order, the dwellings hereby permitted shall not be altered or extended, no new windows shall be inserted, no chimneys shall be erected and no buildings or structures shall be erected within the curtilage of the new dwellings unless planning permission has first been granted by the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the buildings and their surroundings and the amenities of occupiers of the adjoining dwellings in accordance with East Staffordshire Local</p>

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	Plan Policies SP24 and DP3, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).
18	<p>Notwithstanding the provisions of Class A Schedule 2 Part 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015, or any Order revoking and re-enacting that Order, no gates, walls, fences or other means of enclosure (except for those approved by this consent) shall be erected within the curtilage of the dwellings unless planning permission has first been granted by the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the buildings and their surroundings in accordance with East Staffordshire Local Plan Policies SP24 and DP3, and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>

Informative(s)

1	<p>The conditions identified below require details to be approved before commencement of the development.</p> <p>Condition No.s 3 to 10.</p> <p>This means that a lawful commencement of the approved development cannot be made until the particular requirements of these conditions have been met.</p> <p>As from 6th April 2008 requests for confirmation of compliance with planning conditions requires a payer of a fee to the Local Planning Authority. The fee chargeable by the authority is £116 per request. The fee must be paid when the request is made. Any number of conditions can be included for each request.</p> <p>Payment can be made by cheque or card only. Please telephone 01283 508606.</p> <p>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.</p>
2	<p>The applicant is advised that in complying with Condition 3 above regarding the submission of samples and details of all external materials, ensuring the product name and manufacturer is provided and must be submitted in writing to the Local Planning Authority as part of the relevant Discharge of Condition application along with correspondence confirming that date on which samples will be made available on-site and where they will be located.</p>
3	<p>During the course of consideration of this proposal the Local Planning Authority has negotiated with the applicant to ensure the development complies with relevant development plan policies and material planning considerations including the National Planning Policy Framework. It is therefore considered that the Local Planning Authority has worked proactively with the applicant to secure a development that improves the economic, social and environmental conditions of the area in accordance with the requirements of Paragraphs 186 and 187 of the National Planning Policy Framework.</p>
4	<p>The applicant is advised to note and act upon as necessary the attached comments of the Police Architectural Liaison Officer. However, where there is any conflict between the recommendations of the Architectural Liaison Officer and the terms of the planning consents the latter take precedence</p>

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5	This consent will require approval under Section 7 of the Staffordshire Act 1983 and will require exemption under Section 219 - 226 of the Highways Act 1980. Please contact Staffordshire County Council to ensure that approvals and agreements are secured before commencement of works.
6	The construction of the access shall require a Highway Works Agreement with Staffordshire County Council. The applicant is requested to contact Staffordshire County Council in order to secure the Agreement. The link below is to the Highway Works Information Pack including an application form. Please complete and send to the address indicated on the application form or email to (nmu@staffordshire.gov.uk). The applicant is advised to begin this process well in advance of any works taking place in order to meet any potential timescales. https://www.staffordshire.gov.uk/transport/staffshighways/highwayscontrol/HighwaysWorkAgreements.asp
7	The Applicant is advised that any outfall to the ditch or proposed bank works required as part of Condition 9 above, will require a Land Drainage Consent application through the Lead Local Flood Authority office. Please contact Dave Hughes on (01543) 334064 for more information.

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.

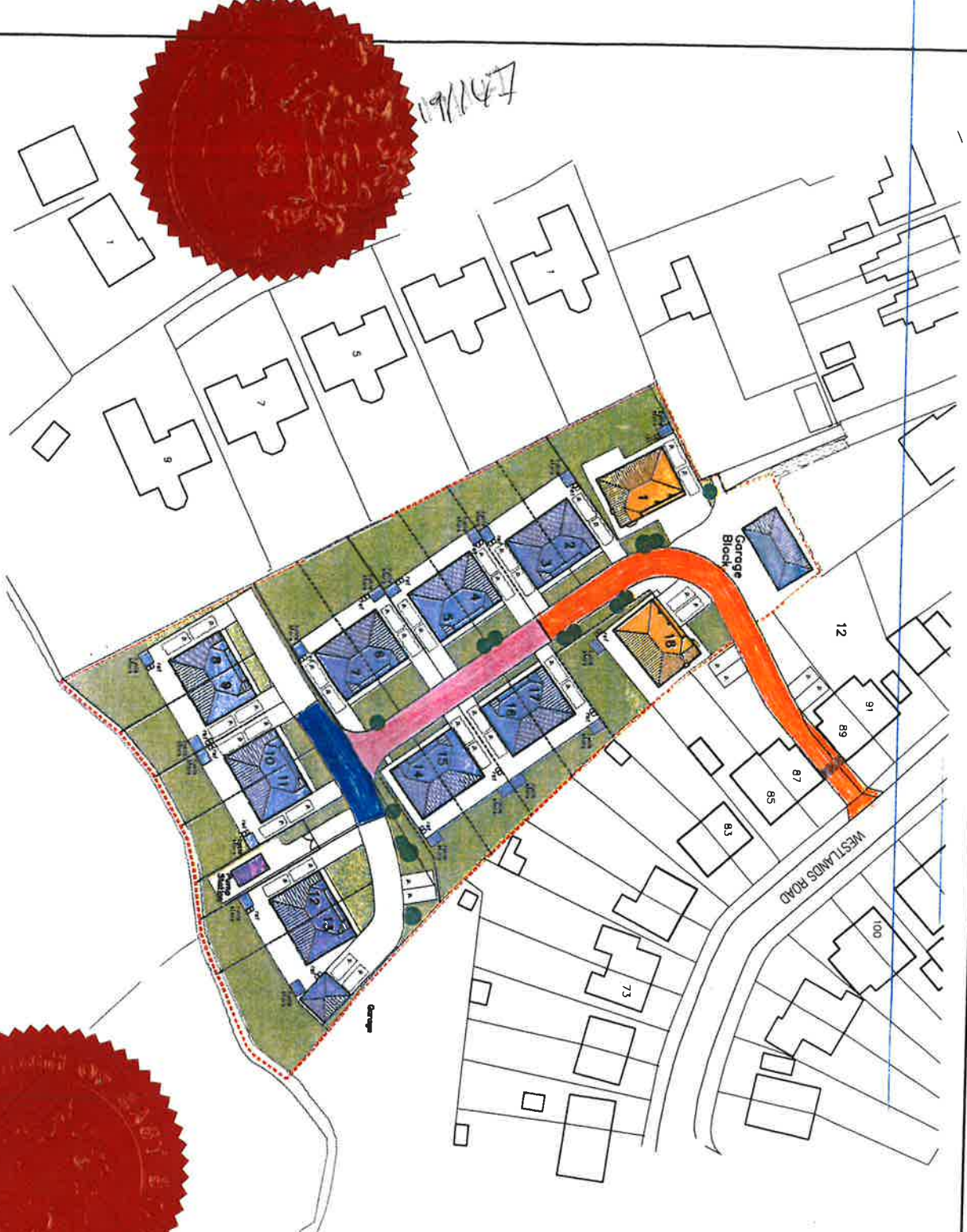
Dated

Signed

Sai Khan CPFA, MSc
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19/1/17

6229



2 Bed semi-detached
4 Bed detached

Elkin Design

Architectural, Planning & Building Consultant
14 Highfield Road, Harrow, Middlesex, HA1 1JY
Tel: 0181 871 2023
E-mail: graham@elkindesign.com

DRG. NO.	17-107-01	revision
title	Site Layout - Planning	scale
project	Proposed Housing Development Land off Westlands Road, Uxtoxeat	date
client	Graham Swinson Builders Limited	drawn
		GSE