

DATED

16th December

2010

BETWEEN:-

(1) SHROPSHIRE COUNCIL

AND

(2) GEORGE WIMPEY MIDLAND LIMITED

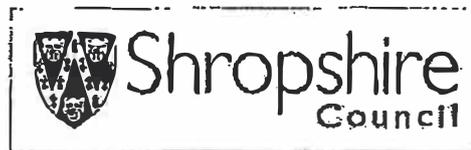
AND

(3) TAYLOR WIMPEY UK LIMITED

AGREEMENT

Pursuant to Section 106 Town & Country Planning Act 1990

Relating to Land at Plpegate, Market Drayton, Shropshire



**LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2**

DJC.MM369A A7 15.12.10

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THIS AGREEMENT is made the 16th day of December two thousand and ten

BETWEEN:-

- (1) SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury SY2 6ND ("the Council")
- (2) GEORGE WIMPEY MIDLAND LIMITED (Company Number 2786679) whose registered office is situated at 80 New Bond Street, London, W1S 1SB ("The Owner") and
- (3) TAYLOR WIMPEY UK LIMITED (Company Number 1392762) whose registered office is situated at 2nd Floor, Beech House, 551 Avebury Boulevard, Milton Keynes, MK9 3DR ("the Applicant")

INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and accordingly is the person who is entitled to enforce the obligations contained in this Agreement.
2. The Owner is the freehold owner of the Site.
3. The Applicant submitted the Application to the Council on 9th July 2010 and pursuant to the Application has applied for full planning permission for the Development.
4. The Council supports the Development subject to completion of this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
5. The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and its successors in title as set out herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Act"	The Town and Country Planning Act 1990 (as amended)
"Affordable Housing Dwellings"	Means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market comprising Social Rented Dwellings and New Build Homebuy Dwellings in accordance with the Local Need

Criteria

"Application"	An application for planning permission submitted to the Council for the Development and allocated reference number 10/02935/FUL
"Cascade Criteria"	means the Cascade Criteria annexed hereto at the Fourth Schedule and taken from the Interim Planning Guidance
"Choice Based Lettings System"	means the choice based lettings system currently operated by the Council
"Commencement Date"	The date upon which the Development shall be implemented by the carrying out on the Site pursuant to the Planning Permission of a material operation specified in Section 56 of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be material operations and "Commencement Date" shall be construed accordingly
"Council's Covenants"	Means the covenants contained in the Fifth Schedule
"Council's Housing Allocations Policy and Scheme"	Means the housing and allocations policy currently operated by the Council
"Development"	The Development of the Site in accordance with the Planning Permission
"Head of Strategy & Policy"	means the head of service for the Council's Housing Enabling and Implementation Team or such other person performing that duty for the time being
"Dwelling"	means a residential unit that may be built on the Site as part of the Development and reference to "Dwellings" shall be construed accordingly
"Interim Planning Guidance"	means the Council's Interim Planning Guidance on Affordable Housing (July 2009) or any subsequent modification or

	replacement thereof
"Interest"	Interest at 4 per cent above the base lending rate of Barclays Bank plc from time to time
"Local Need Criteria"	means the local connection criteria annexed hereto as the Fourth Schedule and taken from the Interim Planning Guidance
"Local Area" or "the Area"	means a place either- <ul style="list-style-type: none"> (i) In the administrative area of the Parish within which the Site is situated including any later variation to such area by an alteration of the administrative boundaries of the Parish; or (ii) within a 10 (ten) kilometre radius of the Site (excluding settlements within that radius with a population of 3,000 or more)
"Mortgagee in Possession"	means a mortgagee of a Local Needs Dwelling who has entered into possession of the dwelling or who has appointed a receiver or administrative receiver under the security or has otherwise exercised its power of sale
"Occupy/Occupation" and Occupied"	means occupation for residential purposes 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
"Open Market Dwelling"	means a Dwelling excluding the Affordable Housing and reference to "Open Market Dwellings" shall be construed accordingly
"Open Market Value"	means the price which the Dwelling would be expected to fetch on the open market by a willing vendor to a willing purchaser unfettered by the terms of this Agreement with that value being the average of no less than two written valuations obtained by the Owner or purchaser from two Chartered Surveyors of not less than 10 years standing and with relevant experience
"Open Space, Sport & Recreation Interim Planning Guidance"	means the Council's Interim Planning Guidance on Open Space, Sport and

	Recreation adopted October 2010 or any other subsequent replacement guidance or policy
"Owner's Covenants"	means the covenants contained in the Third Schedule
"Parish"	means the parish of Woore
"Plan"	means the plan attached to this Agreement marked "Plan"
"Planning Permission"	The planning permission that may be granted by the Council in pursuance of the Application as set out in the Second Schedule
"Play Area"	Means an area for play to be provided within the Public Open Space Area in accordance with paragraph 2 of the Third Schedule
"Public Open Space"	Means an area of public open space to be provided on the Site in accordance with paragraph 2 of the Third Schedule
"Public Open Space/Play Area Maintenance Contribution"	Means the amount payable to the Council in the circumstances set out in paragraph 2. of the Third Schedule in respect of the future maintenance of the Public Open Space and Play Area
"Registered Provider"	means a housing association or registered social landlord or other body recognised by the Tenant Services Authority (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008
"New Build Homebuy Dwellings"	means the affordable dwellings constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as New Build Homebuy Dwellings. Such Dwellings shall not be let or occupied other than in accordance with the Local Need Criteria. Each occupier may acquire an interest in the in the dwelling of between 25% and 80% and may staircase up to 80% of the Open Market Value of the dwelling in 5% increments at times of his/her election the balance of the equity in the dwelling

being let to the occupier at a rent equal to or less than that permitted by the Tenant Services Authority.

"Shropshire Housing Partnership"

means any Registered Provider or constituted community land trust or other housing provider or registered charity working with the Council to provide affordable housing

"Site"

The freehold land described in the First Schedule

"Social Rented Dwellings"

The residential Dwellings constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as social rented housing. Such Dwellings shall not be let or occupied other than in accordance with the Local Need Criteria under an assured tenancy at a rent equal to or less than that permitted by the Tenant Services Authority.

"Tenant Services Authority"

means the Tenant Services Authority (TSA) or any body undertaking the previous functions of the Housing Corporation under the Housing and Regeneration Act 2008

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.6 references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 the clause headings do not affect its interpretation;
- 2.8 references to the Site include any part of it;
- 2.9 "Including" means "including, without limitation";
- 2.10 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 2.11 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected;
- 2.12 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

3. LEGAL BASIS

- 3.1 This Agreement is made pursuant to Section 106 of the Act.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Owner.

4. CONDITIONALITY

This Agreement is conditional upon the occurrence of the Commencement Date save for the provisions of Clauses 7.1, 7.2, 14 and 15 and any other relevant provisions which shall come into effect immediately upon completion of this Agreement.

5. THE OWNER'S COVENANTS

The Owner covenants with the Council to perform the Covenants as set out in the Third Schedule.

6. THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Fifth Schedule.

7. MISCELLANEOUS

- 7.1 The Applicant shall pay to the Council on completion of this Agreement the reasonable and proper legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement.
- 7.2 This Agreement shall be registered as a local land charge by the Council.
- 7.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld

or delayed and any such agreement, consent approval or expression of satisfaction shall be given on behalf of the Council by the Northern Area Manager – Development Management, or such other person as he shall direct.

- 7.4 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.6 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 7.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site or any part thereof but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

8 MORTGAGEE'S PROTECTION CLAUSE

Any Mortgagee of the Site or any part of it from time to time shall have no liability under this Agreement unless it takes possession of the Site or any part of it in which case it too will be bound by the covenants terms or conditions of this Agreement in so far as they relate to the Site so possessed as if it were a person deriving title under the Owner.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

Save for any disposals to a Utility company, the Owner agrees with the Council to give to the Council as soon as practicably possible written notice of any change in the freehold ownership of any undeveloped part of the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site by reference to a plan.

11 INTEREST

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

12 VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

13 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales.

14 DELIVERY

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

15 ARBITRATION

In the event of any dispute or difference arising out of this Agreement between the parties (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to a sole arbitrator to be agreed between the parties and being a member of the Royal Institute of Chartered Surveyors or in the absence of agreement on the application of any party by the President of the Royal Institute of Chartered Surveyors and in these respects these representations shall be considered as a submission to arbitration within the meaning of the Arbitration Act 1996.

Executed as a Deed on the date specified at the commencement of this Agreement

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

ALL THAT freehold land situate as the same is registered with absolute title at HM Land Registry under title number SL187973 and shown edged red on the Plan.

SECOND SCHEDULE

Form of notice of planning permission

Planning Permission reference 10/02935/FUL as set out in the draft form annexed hereto and issued pursuant to the Application.

THIRD SCHEDULE

The Owner's Covenants with the Council

1. **Affordable Housing**
- 1.1 The Owner covenants with the Council that the following Affordable Housing Dwellings shall be provided:
 - (a) 3 x 3 bedroom New Build Homebuy Dwellings
 - (b) 2 x 2 bedroom Social Rented Dwellings
- 1.2 The Owner shall unless otherwise agreed in writing with the Council transfer each of the Social Rented Dwellings to a Registered Provider for a sum to be agreed between those parties and, if practicable, the Council's Head of Strategy and Policy may attempt to facilitate negotiations between the Owner and members of the Shropshire Housing Partnership.
- 1.3 The Owner covenants with the Council that the Affordable Housing Dwellings shall as a minimum be constructed to no less a standard than the Open Market Dwellings.
- 1.4 All of the Affordable Housing Dwellings on the Site shall be fully completed and fit in every respect for occupation as Dwellings owned by a Registered Provider and 3 of the Affordable Housing Dwellings shall have been transferred to a Registered Provider in the Shropshire Housing Partnership before more than 15 of the Open Market Dwellings on the Site shall be permitted to be Occupied as Dwellings, and the 2 final Affordable Housing Dwellings shall have been transferred to a Registered Provider in the Shropshire Housing Partnership before more than 25 of the Open Market Dwellings on the Site shall be permitted to be Occupied as Dwellings.
- 1.5 The Owner covenants with the Council as follows:-
 - 1.5.1 Not to permit the Occupation of any of the Affordable Housing other than strictly in accordance with the procedures set out in the following clauses:-
 - 1.5.2 The Social Rented Houses shall at all times be allocated in accordance with the Council's Housing Allocations Policy and Scheme and through its preferred Choice Based Lettings System (such Policy and Scheme and System may be amended and notified from time to time by the Council)
 - 1.5.3 The Social Rented Houses shall at all times be managed in accordance with such published policies and procedures as may be adopted from time to time by the Registered Provider.
 - 1.5.4 The Affordable Housing shall at all times be occupied by a person who is considered by the Registered Provider to be in need of such accommodation and who
 - (i) has prior to such allocation satisfied the Local Need Criteria

PROVIDED THAT

- (i) If upon a Social Rented Dwelling becoming available for occupation whether upon taking initial possession or at any time subsequently the Registered Provider is unable to fill any vacancy arising in accordance with the terms

hereinbefore mentioned for a period of no less than one month the Registered Provider shall be permitted to allocate that Dwelling to a person who is considered by the Registered Provider to be in need of such accommodation and who immediately prior to the allocation meets the requirements of the Cascade Criteria.

2. The Open Spaces and Play Areas:

2.1 In this part of the Schedule "Recreation Scheme" means the details of a scheme to provide an open space and play area including the details listed in paragraph 2.3 and which shall be submitted by the Owner to the Council for its approval in writing prior to the Commencement Date and undertaken in accordance with this clause 2

2.2 The Owner covenants with the Council:

2.2.1 to provide an open space and play area on the land as shown on the Plan and

2.2.2 to maintain the open space and play area provided pursuant to the Planning Permission together with all equipment and fencing thereof in a safe tidy and clean state and to keep any planted areas properly cultivated and mown as appropriate to the satisfaction of the Council until such time as such areas are adopted by the Woore Parish Council or some other local authority as maintainable at the public expense or transferred to a Management Company, and to keep such areas available for their intended use

2.2.3 not to permit or cause to permit the occupation of more than 24 Dwellings to be erected on the Site pursuant to the Planning Permission before the play area has been laid out, constructed and equipped and the open space has been laid out and constructed to the satisfaction of the Council in accordance with the Recreation Scheme approved under paragraph 2.1 of this Third Schedule

2.2.4 In the event of the Public Open Space and/or Play Area being adopted by the Woore Parish Council or some other local authority to pay to the Council upon completion of the transfer of such open space and/or play area the Public Open Space/Play Area Maintenance Contribution such sum/s to be calculated in accordance with the tariff included in the Public Open Space, Sport and Recreation Interim Planning Guidance and set out in the Sixth Schedule hereto

2.3 A Recreation Scheme shall have regard to the Council's Open Space, Sport & Recreation Interim Planning Guidance and shall include the following details:

2.3.1 the design siting and layout of the play area including as minimum:-

2.3.1.1 safety surfacing in accordance with current British Standard (or equivalent European Standards)

2.3.1.2 sealing

2.3.1.3 details of play equipment which shall conform to current British Standards) or equivalent European Standards)

2.3.1.4 details of at least one 100 metre square play area with at least one
: place of play equipment

2.3.2 the design of the open space including as a minimum

2.3.2.1 any footpaths

2.3.2.2 boundary treatment

2.3.2.3 landscaping

2.3.2.4 seating

2.3.3 adequate provision for litter bins and lighting and security

2.3.4 proposals for the management and maintenance of the open space and play
area pending adoption by a local authority or transfer to a Management
Company

3. Overage

3.1 Additional Definitions:

"Appraisal" means the detailed statement of viability relating to the proposed
development of the Property submitted pursuant to the Application

"Capped Figure" means the sum calculated in accordance with the following formula:

$$A \times B \times C = D$$

Where:

A = 3.75 (representing the outstanding number of affordable housing units
based on 25% of the site capacity)

B = the total internal floorspace of the development divided by 35
representing the average unit floorspace

C = £1,200 (representing the standard cost of development off-site)

D = the Off Site Contribution

Hypothetical worked example for illustrative purposes only:

If the development averages 120 sqm per unit, the maximum off-site
contribution would be $120 \times 3.75 \times £1,200 = £540,000$

"Post Development Appraisal" means a further financial viability appraisal (calculated
in the same way as the Appraisal) calculating in accordance with ascertaining the
actual profit (or loss) of the development of the Property.

"Off Site Contribution" shall mean a sum to be provided towards Off Site Affordable
Housing in the vicinity of the Property and which is calculated in accordance with
clause 3.3 below, but subject to the Capped Figure.

3.2 Within 30 working days of the sale of the final Open Market Dwellings at the Site the
Owner shall submit to the Council a Post Development Appraisal.

3.3 If the Post Development Appraisal shows that the Owner has made a profit above 18% of development and finance costs (as stated within the Post Development Appraisal) then the Owner shall pay the Off Site Contribution to the Council within 30 working days of submission of the Post Development Appraisal.

4 Commencement of Development:

4.1 The Owner covenants with the Council to commence the Development within 3 months of the issue of Planning Permission and use reasonable endeavours to complete the Development within 2 years of commencement.

FOURTH SCHEDULE

Local Need Criteria and Cascade Criteria

Local Need Criteria

To ensure that occupiers have a genuine local need, it is necessary for them to demonstrate strong local connections with the settlement in question. This will require them to meet at least two of the following circumstances for at least one of the members of the household:

- Their parents were permanently resident in the Local Area at the time of the applicant's birth;
- The applicant was a permanent resident of the Local Area for five years as a child, and attended a local school;
- They currently live in the Local Area;
- They have lived in the Local Area for 15 continuous years as an adult;
- They are currently employed close to the Local Area;
- They have a confirmed offer of permanent full-time work in or close to the Local Area (within 3km);
- Their parents currently live in the Local Area;
- If over 55, they have a son or daughter or step son/daughter or son/daughter-in-law living in the Local Area or a strong local connection.

The Local Area is defined as the area within a 10km radius of the Site.

Cascade Criteria

If no suitable households come forward, the geographical area is widened over time as follows:

After a period of one month, persons with a need for affordable housing within the Shropshire Council area.

FIFTH SCHEDULE

The Council's Covenants

Issue of Planning Permission

1. The Council hereby covenants with the Owner that it shall issue the Planning Permission within 10 working days of the date of this Agreement.

Discharge of obligations

2. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Off-Site Contribution

3. The Council shall use the Off-Site Contribution towards the provision of Affordable Housing Dwellings within the administrative area of the Council or any area resulting from any statutory changes to the Council's boundary. Any such sum not spent within 5 years of the date of receipt shall be returned to the Owner with interest thereon.

SIXTH SCHEDULE

Open Space, Sport & Recreation Interim Planning Guidance Tariff

Executed as a Deed on the date specified at the commencement of (his Agreement

The COMMON SEAL of
SHROPSHIRE COUNCIL
was hereunto affixed
in the presence of:


Authorised Signatory

EXECUTED as a DEED by duly
authorised Attorneys of
GEORGE WIMPEY MIDLAND LIMITED
In the presence of:

Attorney

Attorney

Witness Name:
Witness Signature:
Witness Address:

EXECUTED as a DEED by duly
authorised Attorneys of
TAYLOR WIMPEY UK LIMITED
In the presence of:

Attorney

Attorney

Witness Name:
Witness Signature:
Witness Address:

Taylor Wimpey
Chase House Park Plaza Heath Hayes
Cannock
Staffordshire
WS12 2DD



DETERMINATION OF APPLICATION FOR FULL PLANNING PERMISSION

Town and Country Planning Act 1990
Town and Country Planning (General Permitted Development) Order 1995
Town and Country Planning (General Development Procedure) Order 1995

Location: Former Site Of Phoenix Rubber Ltd Pipe Gate Market Drayton
Shropshire

Proposal Residential development of 35 dwellings with associated access,
parking and open space

→ 5106 - **Application No.** 10/02935/FUL

Date Received 9th July 2010

Applicant Taylor Wimpey

Shropshire Council hereby **GRANT FULL PLANNING PERMISSION** subject to the conditions and reasons listed below. Please note that the conditions must be met otherwise legal action may be taken to prevent the development from proceeding.

Conditions

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

Reason: To comply with Section 91(1) of the Town and Country Planning Act, 1990 (As amended).

- 2 The development shall be carried out strictly in accordance with the deposited plans and drawings as amended by the revised plan Numbers 01 Rev E (received 13th December 2010), D1227V/10.011, H621/1, H745/1, and D1778/10.011 (received 4th October 2010).

Reason: For the avoidance of doubt and to ensure that the development is carried out in accordance with the approved plans and details.

3 An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

4 A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

- 5 The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.
Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

- 6 A monitoring and maintenance scheme to include monitoring the long-term effectiveness of the proposed remediation over a period of time to be agreed in writing, and the provision of reports on the same must be prepared, both of which are subject to the approval in writing of the Local Planning Authority.
Following completion of the measures identified in that scheme and when the remediation objectives have been achieved, reports that demonstrate the effectiveness of the monitoring and maintenance carried out must be produced, and submitted to the Local Planning Authority.
This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

- 7 Details of the means of access, including the layout, construction and sightlines, shall be submitted to and approved in writing by the Planning Authority before development commences. The agreed details shall be fully implemented before the use hereby approved is commenced or the building(s) occupied.

Reason: To ensure the formation and construction of a satisfactory access in the interests of highway safety.

- 8 The area of land contained between the edge of the highway carriageway along the length of the access openings(s) and splayed enclosure(s) indicated on the approved plan shall be constructed at approximately the same level as the adjacent highway carriageway and shall be surfaced in a material to be agreed in writing by the Planning Authority.

Reason: To ensure the formation and construction of a satisfactory access in the interests of highway safety.

- 9 The access(es) shall be constructed in accordance with a specification to be submitted to and approved by the Planning Authority.

Reason: To ensure the formation and construction of a satisfactory access in the interests of highway safety.

- 10 Details for the parking, turning, loading and unloading of vehicles and surfacing material shall be submitted to and approved in writing by the Planning Authority before the development begins. The approved scheme shall be fully implemented in accordance with the approved details prior to the first occupation of the development and thereafter be kept clear and maintained at all times for that purpose.

Reason: To provide for the parking, loading and unloading of vehicles off the highway in the interests of highway safety.

- 11 The junction of the estate road with the adjoining highway shall be constructed in accordance with the Planning Authority's specification for the time being in force for residential and industrial estate roads.

Reason: To ensure the formation of a satisfactory estate road junction to serve as a means of access to the development.

- 12 Details of the design and construction of any new roads, footways, accesses together with the disposal of surface water shall be submitted to, and approved in writing by the Planning Authority before the development begins. The agreed details shall be fully implemented before the use hereby approved is commenced or the building(s) occupied.

Reason: To ensure an adequate standard of highway and access for the proposed development.

- 13 At the junction of the main estate road / access with the adjoining highway visibility splays in both directions along the adjoining highway shall be provided as follows:

(a) A point 2.40 metres along the centre line of the main estate road / access measured from the continuation of the nearer edge of the adjoining highway carriageway.

(b) Points 43.0 metres along the nearer edge of the adjoining highway carriageway measured from the intersection of the centre line of the main estate road / access.

(c) A straight line joining the above points.

Reason: To provide a satisfactory measure of visibility from the main estate road / access in both directions along the adjoining highway

- 14 At all road junctions within the estate visibility in both directions along the estate road(s) shall be provided as follows.
- (a) A point 2.0 metres measured along the centre line of the secondary road(s) from the continuation of the nearer edge of the main estate road carriageway.

(b) A point 25.0 metres along the nearer edge of the main road carriageway measured from the intersection of the centre line of the secondary road.

(c) A straight line joining the above points.

Reason: To provide a satisfactory measure of visibility at the road junction(s) within the development.

- 15 Development shall not take place until a scheme to prevent water from flowing off the development onto the adjacent highway / from the adjacent highway onto the development has been submitted to and approved in writing by the Planning Authority; and the development hereby permitted shall not be first occupied / brought into use until the scheme has been implemented in accordance with the approved details.

Reason: In the interests of highway safety.

- 16 Prior to the commencement of development, a scheme shall be submitted to and approved in writing by the Planning Authority for:
- (i) parking of vehicles of site personnel, operatives and visitors
 - (ii) loading and unloading of plant and materials.
 - (iii) storage of plant and materials used in constructing the development.
- Each of the facilities shall be maintained throughout the course of construction of the development free from any impediment to its designated use.

Reason: In the interests of highway safety.

- 17 Details of measures to be taken to prevent mud from vehicles leaving the site during the construction works being deposited on the public highway, shall be submitted to and approved in writing by the Planning Authority and fully implemented before the development commences. Such measures shall be retained for the duration of the construction period.

Reason: In the interests of highway safety.

- 18 Notwithstanding the details shown on the approved plans no built development shall commence until samples of all external materials including hard surfacing, have been first submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approval details.

Reason: To ensure that the external appearance of the development is satisfactory.

- 19 Prior to first occupation of any dwelling until details has been submitted to and approved by the local planning authority a scheme of landscaping and these works shall be carried out as approved. The submitted scheme shall include:

Minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting)

Planting plans

Written specifications (including cultivation and other operations associated with plant and grass establishment)

Schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate

Implementation timetables

Reason: To ensure the provision of amenity afforded by appropriate landscape design

- 20 All hard and soft landscape works shall be carried out in accordance with the approved details and to a reasonable standard in accordance with the relevant recommendations of appropriate British Standard 4428:1989. The works shall be carried out prior to the occupation of any part of the development or in accordance with the timetable agreed with the Local Planning Authority. Any trees or plants that, within a period of five years after planting, are removed, die or become, in the opinion of the Local Planning Authority, seriously damaged or defective, shall be replaced with others of species, size and number as originally approved, by the end of the first available planting season.

Reason: To ensure the provision, establishment and maintenance of a reasonable standard of landscape in accordance with the approved designs.

Reason for Approval

The proposal is acceptable and responds positively to context and form of development in Pipe Gate. The proposal retains the public footpath through the site and provides play space, recreation land and on-site affordable housing. Accordingly the proposal complies with policies G1, D1, H4, H12 and F4 of the North Shropshire Local Plan.

Informatives

1. Public footpath (FP26 Woore Parish) runs along the western boundary of the site. The footpath needs to remain open and available to walkers at all times with a minimum width of 2 metres. If this is not possible the applicant would need to apply to the Council for a temporary closure of the route.

The land and premises referred to in this planning permission are the subject of an Agreement under Section 106 of the Town and Country Planning Act 1990.

10/02935/FUL



Ian Kilby Head of Development Management
Date of Decision: 17th December 2010

NOTES

Appeals to the Secretary of State

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then the applicant can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

An appeal must be made within six months of the date of this notice, or 12-weeks if the scheme is for that of "household" development. The appeal must be made on a form which can be obtained from the Planning Inspectorate at Customs Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online through the Planning Portal website at www.planningportal.gov.uk/pcs

Where an enforcement notice has been served on the same, or substantially the same development as in the application within 2 years of the date the application was made, the period for receiving an appeal is 28 days of the date on the decision notice or the date which the LPA should have decided the application. Where an enforcement notice was served after the decision notice was issued or after the end of the period the LPA has to determine the application, the period for receiving an appeal is within 28 days of the date the enforcement notice was served (unless this extends the normal 12 week deadline).

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under the development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he could neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the District Council requiring the Council to purchase the interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.