

DATED

23 December

2013

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**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 RELATING TO**

**LAND AT COBBLERS LANE  
PONTEFRACT  
WAKEFIELD  
WEST YORKSHIRE**

between

- (1) THE COUNCIL OF THE CITY OF WAKEFIELD**
- (2) NICHOLAS JOHN DANDO AND CATHERINE JANE THOMPSON**
- (3) TWM TRUST CORPORATION LIMITED**
- (4) GLADMAN DEVELOPMENTS LIMITED**



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THIS DEED is dated

23 December

2013

- (1) **THE COUNCIL OF THE CITY OF WAKEFIELD** of County Hall, Wood Street, Wakefield, WF1 2QW (hereinafter called "**the Council**")
- (2) **NICHOLAS JOHN DANDO AND CATHERINE JANE THOMPSON** of 20-22 Darrington Road, East Hardwick, Pontefract, West Yorkshire, WF8 3DS (hereinafter called "**the First Owner**")
- (3) **TWM TRUST CORPORATION LIMITED** as Trustee of the Hepworth Trust c/o Stephenson and Son, York Auction Centre, Murton, York, YO19 5GF (hereinafter called "**the Second Owner**")
- (4) **GLADMAN DEVELOPMENTS LIMITED** (Company number 03341567) whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB (hereinafter called "**the Promoter**")

#### **BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances.
- (C) The First Owner, the Second Owner and the Promoter have entered into the Promotion Agreement.
- (D) The Promoter has made the Planning Application and is proposing to carry out the Development.
- (E) The Council having regard to the provisions of the Local Development Plan and to all other material considerations resolved on 20 December 2012 that Planning Permission should be granted for the Development subject to the prior completion of this deed.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:

**Affordable Housing:** Social Rented Housing, Affordable Rented Housing and Intermediate Affordable Housing provided to eligible households whose needs are not met by the market where eligibility is determined with regard to local incomes and local house prices and which:

- (i) remains at an affordable price for future eligible householders subject to the provisions of this deed;
- (ii) comprises 30% of the total number of Residential Dwellings constructed pursuant to the Planning Permission

**"Affordable Housing Contribution":** means  $A - B - C$  where:

A = the open market value for the Affordable Housing Units, which could have been achieved if they were sold on the open market free of the restrictions set out in paragraph 6 of Schedule 1 to this deed

B = the open market value of the Affordable Housing Units based on the Specified Mix and subject to the restrictions set out in paragraph 6 of Schedule 1 to this deed

C = 14% of the open market value of the Affordable Housing Units which could be achieved if they were sold on the open market free of the restrictions set out in paragraph 6 of Schedule 1 to this deed

PROVIDED THAT such Affordable Housing Contribution shall only relate to the Affordable Housing Units on a Phase of Development which have at the date of such calculation not already been transferred to an RP or are not at such time the subject of a contract for sale by the Owner to an RP and in each case such sum to be agreed between the Owner and the Council (and in the absence of agreement to be determined in accordance with clause 16 of this deed) and to be used by the Council in lieu of the provision or part provision of Affordable Housing on the Property for the provision of or improvements to existing Affordable Housing elsewhere within three miles of the Property

**Affordable Housing Scheme:** the scheme submitted in accordance with the Planning Permission which shall include details of:

- (i) the numbers, type, tenure and location on the site of the Affordable Housing which shall include the Specified Mix; and
- (ii) the timing of the construction of the Affordable Housing and its phasing in relation to the occupancy of the Market Housing Units; and
- (iii) the arrangements for the transfer of the Affordable Housing to an RP; and
- (iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing; and
- (v) the occupancy criteria to be used for determining the identity of occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced.

**Affordable Housing Unit:** any dwelling constructed on the Property for Affordable Housing.

**Affordable Rented Housing:** affordable rented housing as described in the definition of Affordable Housing set out in the glossary to the NPPF.

**Base Rate:** the base rate from time to time of National Westminster Bank plc.

**Bus Stop Contribution:** the sum payable in accordance with paragraph 3 of Schedule 1 of this deed.

**Chargee:** any mortgagee or chargee of the RP or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

**Chargee's Duty:** the tasks and duties set out in Schedule 1 paragraph 6.9.

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

**Commence and Commences** shall be construed accordingly.

**Commencement Date:** the date Development Commences.

**Date of Practical Completion:** the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect.

**Default Interest Rate:** 1% per annum above the Base Rate.

**Development:** the development of the Property authorised by the Planning Permission.

**Education Contribution:** the sum payable in accordance with paragraph 4 of Schedule 1 of this deed.

**Highway Works:** improvement works to the following road junctions in Pontefract:

- Southgate/Baghill Lane
- South Baileygate/North Baileygate
- North Baileygate/Mill Dam Lane
- Mill Dam Lane/Ferrybridge Road
- Skinner Lane (one way working under Railway Bridge)

**Highway Works Contribution:** the sum payable in accordance with paragraph 1 of Schedule 1 of this deed.

**Index Linked:** increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) ( or in the case of the Education Contribution the Department of Business Innovation and Skills Tender Price Index of Public Sector Building Non-Housing) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) (or in the case of the Education Contribution the Department of Business Innovation and Skills Tender Price Index of Public Sector Building Non-Housing) that applied when the index was last published prior to the date of this deed

**Intermediate Housing:** intermediate housing as described in the definition of Affordable Housing set out in the glossary to the NPPF.

**Local Plan:** the documents prepared by the Council collectively known as the Local Development Plan

**Market Housing Units:** dwellings for sale on the open market and which are not Affordable Housing.

**NPPF:** the Communities and Local Government National Planning Policy Framework dated March 2012.

**Occupation:** the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or occupation for marketing or display or occupation in relation to security operations and **Occupy, Occupied** and **Occupier** shall be construed accordingly.

**Owner:** together the First Owner and the Second Owner.

**Phase of Development:** a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject.

**Plan:** the plan attached as Appendix 1

**Planning Application:** the application for outline planning permission registered by the Council on 24 July 2012 under reference number 12/01515/OUT.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application in the draft form attached as Annex B.

**Property:** the land at Cobblers Lane, Pontefract, Wakefield, West Yorkshire shown edged red on the Plan and registered at HM Land Registry with absolute title under title numbers WYK934551 and WYK938653.

**Promotion Agreement:** a planning promotion agreement in respect of the Property dated 5 December 2011 made between (1) the First Owner (2) the Second Owner and (3) the Promoter

**Protected Tenant:** any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;



- (c) has been granted a shared ownership lease by the RP (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the RP all the remaining shares so that the tenant owns the entire Affordable Housing Unit.

**Residential Dwelling:** any dwelling, flat or other residential unit of accommodation including Affordable Housing within the Development.

**Rights of Way Contribution:** the sum payable in accordance with paragraph 5 of Schedule 1 of this deed.

**RP:** a Registered Provider as defined in the Housing and Regeneration Act 2008.

**Social Rented Housing:** social rented housing as described in the definition of Affordable Housing set out in the glossary to the NPPF.

**Specified Mix:** unless otherwise agreed in writing by the Council:

- (i) one x 3 bedroom wheelchair accessible bungalow; and
- (ii) four x 2 bedroom bungalows for occupation by elderly persons as Social Rented Housing or Affordable Rented Housing; and
- (iii) two x 2 bedroom bungalows for occupation by elderly persons as Intermediate Housing; and
- (iv) two x 4 bedroom houses for occupation as Social Rented Housing or Affordable Rented Housing; and
- (v) as to the remainder of the Affordable Housing, two and three bedroom houses fifty per cent of which shall be occupied as Social Rented Housing or Affordable Rented Housing and the balance of which shall be occupied as Intermediate Housing.

**TCPA 1990:** Town and Country Planning Act 1990(as amended)

**Town End Junction Contribution:** the sum payable in accordance with paragraph 2 of Schedule 1 of this deed.

**Town End Junction Works:** works to the junction of Jubilee Way/Southgate/Mill Hill Road/Wakefield Road, to replace the existing traffic signal controlled junction with the introduction of 2 mini-roundabouts

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 [and any similar replacement and any additional replacement tax].

**Working Day:** a day (other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

**2. STATUTORY PROVISIONS**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.
- 2.4 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction, no planning obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

**3. CONDITIONALITY**

With the exception of clauses 2, 3, 11, 13, 15, 20, 21 and 24 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission and the obligations contained in Schedule One (save for paragraph 6.1) shall only come into effect on Commencement of the Development

**4. COVENANTS TO THE COUNCIL**

The Owner covenants with the Council to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- (b) give at least 14 Working Days written notice to the Council of the intended Commencement Date.

**5. COVENANTS BY THE COUNCIL**

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

**6. PROMOTER'S CONSENT**

The Promoter acknowledges that this deed has been entered into with its consent and that the Property will be bound by the planning obligations contained in Schedule 1

and that the interest of the Promoter in the Property shall take effect subject to this deed.

**7. INDEXATION**

7.1 All financial contributions payable to the Council shall be Index Linked.

7.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

**8. RELEASE**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

**9. DETERMINATION OF DEED**

The obligations in this deed (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

**10. LOCAL LAND CHARGE**

This deed is a local land charge and shall be registered as such by the Council.

**11. COUNCIL'S COSTS**

The Owner shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

**12. INTEREST ON LATE PAYMENT**

Where any sum or amount has not been paid to the Council by the date on which it is due, the Owner shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

**13. OWNERSHIP**

13.1 Save in respect of any agricultural tenancies in respect of the Property, the Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

13.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

Provided that such information shall not be required upon the disposal of dwellings to individual owners

**14. REASONABLENESS**

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

**15. CANCELLATION OF ENTRIES**

15.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

15.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

**16. DISPUTES**

If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

**17. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

**18. NO COMPENSATION PAYABLE**

No compensation shall be payable by the Council as a result of the obligations contained in this deed.

**19. WAIVER**

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

**20. FUTURE PERMISSIONS**

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

**21. AGREEMENTS AND DECLARATIONS**

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

**22. NOTICES**

22.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) Council: Service Director Legal & Governance, County Hall, Wakefield WF1 2QW;
- (b) First Owner: **Nicholas John Dando And Catherine Jane Thompson** 20-22 Darrington Road, East Hardwick, Pontefract, West Yorkshire, WF8 3DS;

- (c) Second Owner: **TWM Trust Corporation Limited** as Trustee of the Hepworth Trust c/o Stephenson and Son, York Auction Centre, Murton, York, YO19 5GF
- (d) Promoter: Gladman Legal Department (ref NB), Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB

or as otherwise specified by the relevant person by notice in writing to each other person.

- 22.2 Any notice or other communication shall be deemed to have been duly received:
  - (a) if delivered personally, when left at the address and for the contact referred to in this clause;
  - (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

### **23. THIRD PARTY RIGHTS**

No person other than a party to this deed and their respective successors and permitted assigns, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

### **24. SEVERANCE**

- 24.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 24.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **25. VALUE ADDED TAX**

- 25.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 25.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have

the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

**26. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**27. INDEMNITY**

The Promoter (to the extent that the First Owner and the Second Owner have not been released from the planning obligations set out in this deed pursuant to clause 8) hereby indemnifies and shall keep indemnified the First Owner and the Second Owner during the term of the Promotion Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the First Owner and the Second Owner under this deed and any breach or non-performance of those obligations.

**28. TRUSTEES LIABILITY**

The liability of the Trustees under this Contract shall not be personal but shall be restricted strictly to their capacity as Trustees of the Hepworth Trust ("the Trust") and shall at all times be limited to the value of the assets of the Trust for the time being retained in the names or under the direct control of the Trustees for the time being of the Trust and the other parties to this Agreement hereby acknowledge such limitations of liability and of recourse.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



70134



The COMMON SEAL of THE COUNCIL OF THE CITY OF WAKEFIELD was affixed to this document in the presence of:

*Ten More*

SIGNED as a DEED by **NICHOLAS JOHN DANDO** in the presence of:

SIGNATURE OF OWNER



Witness Signature: *J. Chapman*  
Name: *SHARON CHAPMAN*  
Address: *35 THE COFT, GASSHAUGHTON CASTLEFORD*  
Occupation: *RETAIL MANAGER*

SIGNED as a DEED by **CATHERINE JANE THOMPSON** in the presence of: *LOUISE HUAGU*

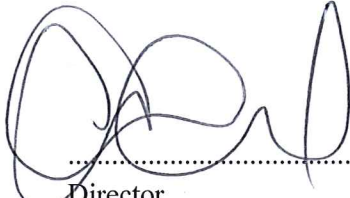
SIGNATURE OF OWNER

Witness Signature: *LAHAGU*  
Name: *LOUISE HUAGU*  
Address: *AW LCH*  
Occupation: *MIDWIFERY SISTER. AW LCH*

Executed as a deed by TWM TRUST  
CORPORATION LIMITED acting by

  
.....  
A Director  
  
.....  
Director

Executed as a deed by GLADMAN  
DEVELOPMENTS LIMITED acting  
by

  
.....  
Director

  
.....  
Director OR Secretary

## Schedule 1 Covenants to the Council

### 1. HIGHWAY WORKS CONTRIBUTION

To pay to the Council the sum of £128,000 (One hundred and twenty eight thousand pounds) towards the cost of the Highway Works which sum shall be payable in instalments of fifty per cent prior to first Occupation of the 20<sup>th</sup> Residential Dwelling and fifty per cent prior to first Occupation of the 200<sup>th</sup> Residential Dwelling.

### 2. TOWN END JUNCTION CONTRIBUTION

To pay to the Council the sum of £29,280 (Twenty nine thousand two hundred and eighty pounds) towards the cost of the Town End Junction Works which sum shall be payable in instalments of fifty per cent prior to first Occupation of the 20<sup>th</sup> Residential Dwelling and fifty per cent prior to first Occupation of the 200<sup>th</sup> Residential Dwelling.

### 3. BUS STOP CONTRIBUTION

Prior to first Occupation of the 1<sup>st</sup> Residential Dwelling to pay to the Council the sum of £20,000 (Twenty thousand pounds) towards the cost of providing two new bus stops and improving existing bus stops on Cobblers Lane, Pontefract.

### 4. EDUCATION CONTRIBUTION

To pay to the Council the sum of £311,094 (three hundred and eleven thousand and ninety-four pounds) towards the costs of providing, expanding or improving primary school provision to serve the Development, which sum shall be payable in instalments of fifty per cent prior to first Occupation of the 10<sup>th</sup> Residential Dwelling and fifty per cent prior to First Occupation of the 180<sup>th</sup> Residential Dwelling.

### 5. RIGHTS OF WAY CONTRIBUTION

To pay to the Council the sum of £6,000 (six thousand pounds) towards improvement of an extension to public footpath Pontefract 14 which sum shall be payable upon Commencement of Development

### 6. AFFORDABLE HOUSING

6.1 Not to Commence Development on any Phase of Development until the Affordable Housing Scheme in respect of that Phase of Development has been submitted to and approved in writing by the Council.

6.2 As soon as reasonably practicable following the Commencement of Development to notify in writing to the Council a list of RPs from which the Owner intends to select one or more RPs with whom to negotiate a contract for the transfer of the Affordable Housing Units ("the Nominated RPs") **PROVIDED THAT** it is agreed that with the

Council's prior approval the Owner will be entitled to amend the Nominated RPs by adding or removing RPs from time to time during the course of carrying out the Development .

- 6.3 The Owner shall as soon as reasonably practicable following a notification to the Council pursuant to paragraph 6.2 of this Schedule enter into negotiations with one or more of the Nominated RPs and use reasonable endeavours to enter into a contract to transfer the Affordable Housing Units to be constructed within the Development (or within a Phase of the Development if applicable) to such RPs on the terms set out in paragraph 6.8 of this Schedule.
- 6.4 In the event that the Nominated RP(s) selected by the Owner pursuant to paragraph 6.3 of this Schedule declines or is unable to accept the transfer of some or all of the Affordable Housing Units to be constructed within the Development (or within a Phase of the Development if applicable) on the terms of this Agreement or if in the Owner's or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with that Nominated RP for the transfer of some or all of the Affordable Housing Units within a period of three months from the date of the offer referred to in paragraph 6.3 of this Schedule the Owner or the Council shall give written notice to the other ("**Notice**") and the Owner shall within 21 days of such Notice select another Nominated RP(s) and notify the Council in writing of such selection ("the Alternative Nominated RP Notice")
- 6.5 Following service by the Owner on the Council of the Alternative Nominated RP Notice the procedures set out in paragraph 6.3 and 6.4 of this Schedule shall where necessary be repeated not more than 3times provided that if once that procedure has been carried out:
- 6.5.1 contracts have not been exchanged with a Nominated RP for the transfer of the Affordable Housing Units to be constructed within the Development (or within a Phase of Development if applicable), or
- 6.5.2 the period of 2 years has elapsed since the service of the Alternative Nominated RP Notice or 50% of the Market Housing Units have been Occupied in any Phase of Development whichever is earlier, then
- (a) the Owner shall not be obliged to select another Nominated RP; and
  - (b) if the Council acting reasonably is satisfied on the evidence provided by the Owner that the Owner has used reasonable endeavours to transfer the Affordable Housing Units (or any individual unit or units comprised in the Affordable Housing Units) and that such Affordable Housing Units have not been transferred to a Nominated RP and are not the subject of a contract for sale by the Owner to a Nominated RP; and
  - (c) if the Council acting reasonably is satisfied that there is no reasonable prospect of securing the transfer of the Affordable Housing Units to be

constructed within the Development (or within a Phase of the Development if applicable) to a Nominated RP or if within 3 months of receipt of the evidence referred to in paragraph 6.5.2 (b) above the Council has not indicated its satisfaction or otherwise in accordance with paragraphs 6.5.2 (b) and 6.5.2 (c) above,

then the Owner shall be permitted to dispose of the Affordable Housing Units to be constructed within the Development (or within a Phase of the Development if applicable) that have not been transferred to a Nominated RP and are not the subject of a contract for the sale by the Owner to a Nominated RP on the open market free from the restrictions and obligations contained in this Agreement and the Owner shall pay to the Council any Affordable Housing Contribution applicable to each Phase of Development

6.6 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing, save that this obligation shall not be binding on:

- (a) any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and charges; or
- (b) any Chargee provided that he has first complied with the Chargee's Duty; or
- (c) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

6.7 No more than 80% of the Market Housing Units on any Phase of Development shall be Occupied until either all of the Affordable Housing Units to be provided on that Phase of Development have been constructed in accordance with the Planning Permission and made ready for residential occupation, and written notification of that has been received by the Council, or as the case may be the Owner has paid the Affordable Housing Contribution to the Council in accordance with paragraph 6.5 of this Schedule

6.8 No more than 95% of the Market Housing Units on any Phase of Development shall be Occupied until the Affordable Housing Units to be provided on that Phase of Development have been transferred to the RP or as the case may be the Owner has paid the Affordable Housing Contribution to the Council in accordance with paragraph 6.5 of this Schedule. The transfer to the RP shall include the following:

- (a) the grant by the Owner to the RP of full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing;
- (b) the grant by the Owner to the RP of full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up

to and abutting the boundary to the Affordable Housing all such services to be connected to the mains

- (c) a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development
- (d) a covenant by the RP with the Owner not to use the Affordable Housing other than for Affordable Housing other than by any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees, or any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor

6.9 The Chargee shall, before seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than 2 months' prior notice to the Council of its intention to dispose, and the following provisions shall apply, provided that the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage and the Council must give full consideration to protecting the interest of the Chargee in respect of money outstanding under the charge or mortgage:

- (a) If the Council responds within 2 months from receipt of the Chargee's notice and indicates that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing, the Chargee shall co-operate with those arrangements and use its reasonable endeavours to secure the transfer;
- (b) If the Council or any other person cannot within 2 months of the date of service of its response under paragraph 6.9(a) secure the transfer then, provided that the Chargee has complied with its obligations under paragraph 6.9, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in paragraph 6.6 of this Schedule which shall then cease to apply to those units;
- (c) If the Council does not serve its response to the Chargee's notice within 2 months, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in paragraph 6.6 of this Schedule which shall then cease to apply to those units.

## Schedule 2 Covenants by the Council

### 1. CONTRIBUTIONS

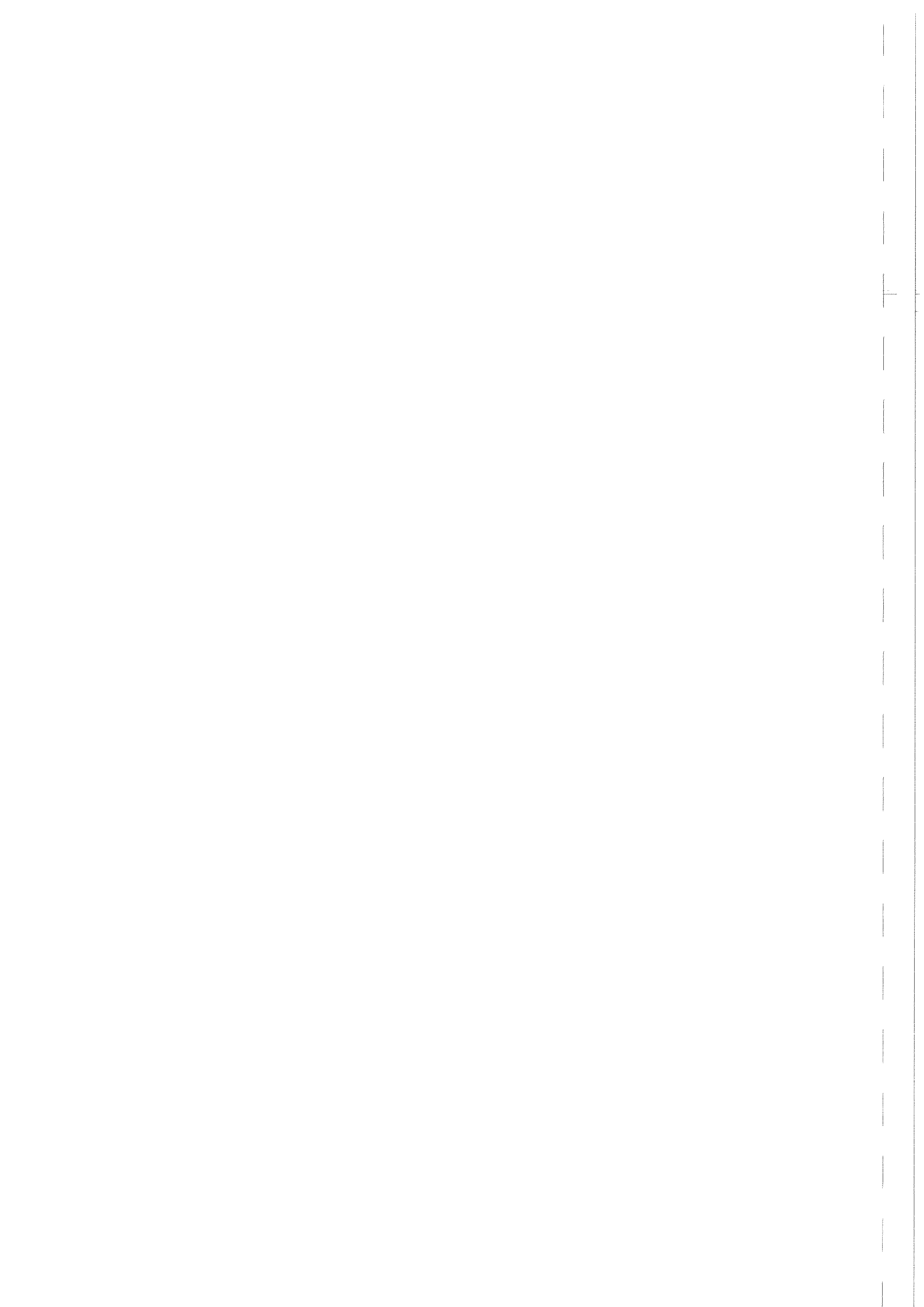
1.1 the Contributions referred to in this schedule are:-

- (a) The Highway Works Contribution
- (b) The Affordable Housing Contribution
- (c) The Town End Junction Contribution
- (d) The Bus Stop Contribution
- (e) The Education Contribution
- (f) The Rights of Way Contribution

1.2 the Council covenants to pay the Contributions into separately identified interest-bearing sections of the Council's combined accounts as soon as reasonably practicable.

1.3 Not to use any part of any Contribution other than for the purposes for which it was paid (whether by the Council or another party).

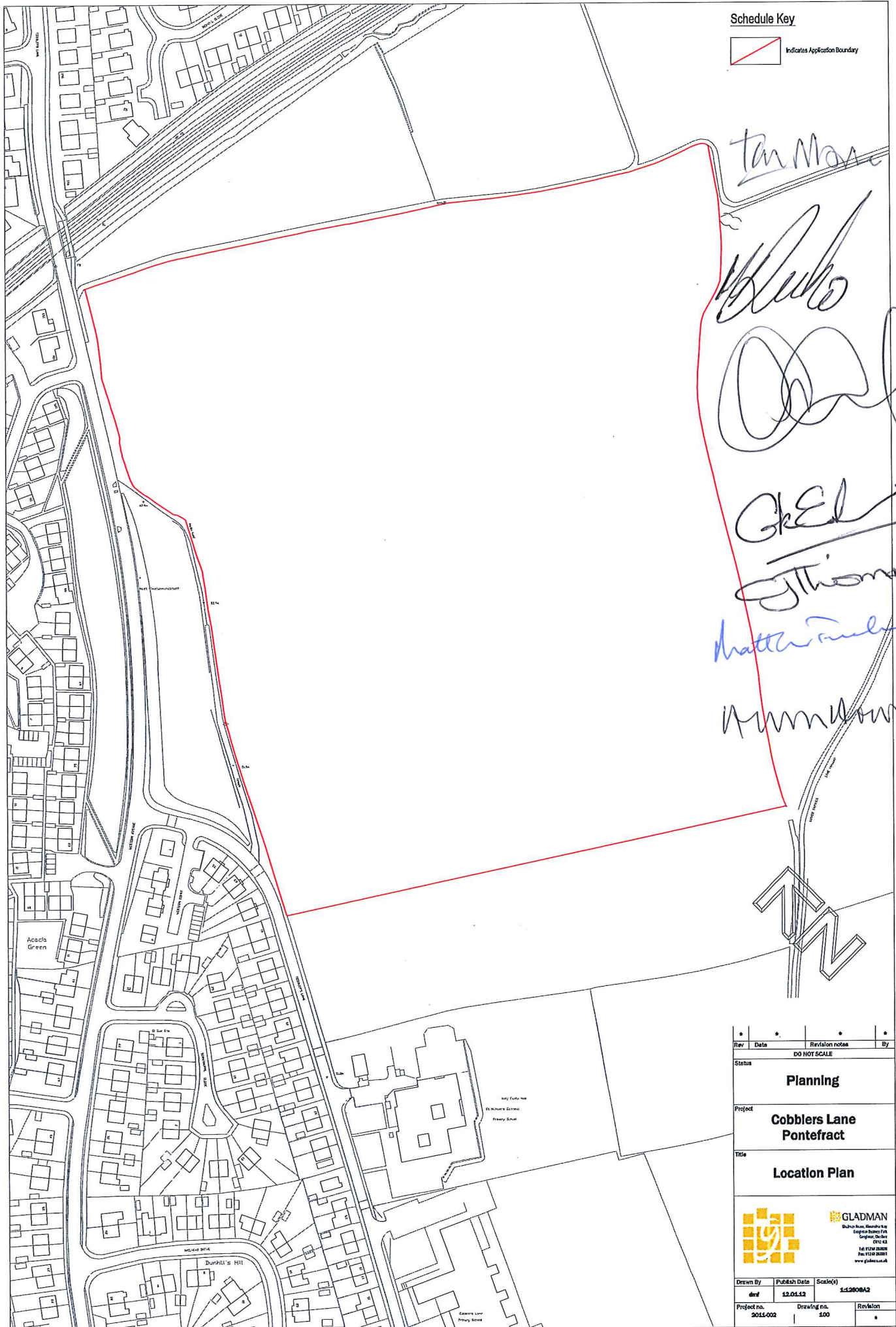
1.4 In the event that any Contribution has not been spent or committed for expenditure by the Council within five years following the date of receipt of the last instalment of that Contribution the Council shall refund to the Owner such part of that Contribution which has not been spent or committed for expenditure, together with any accrued interest.





**Annex A. Appendix 1: Plan**




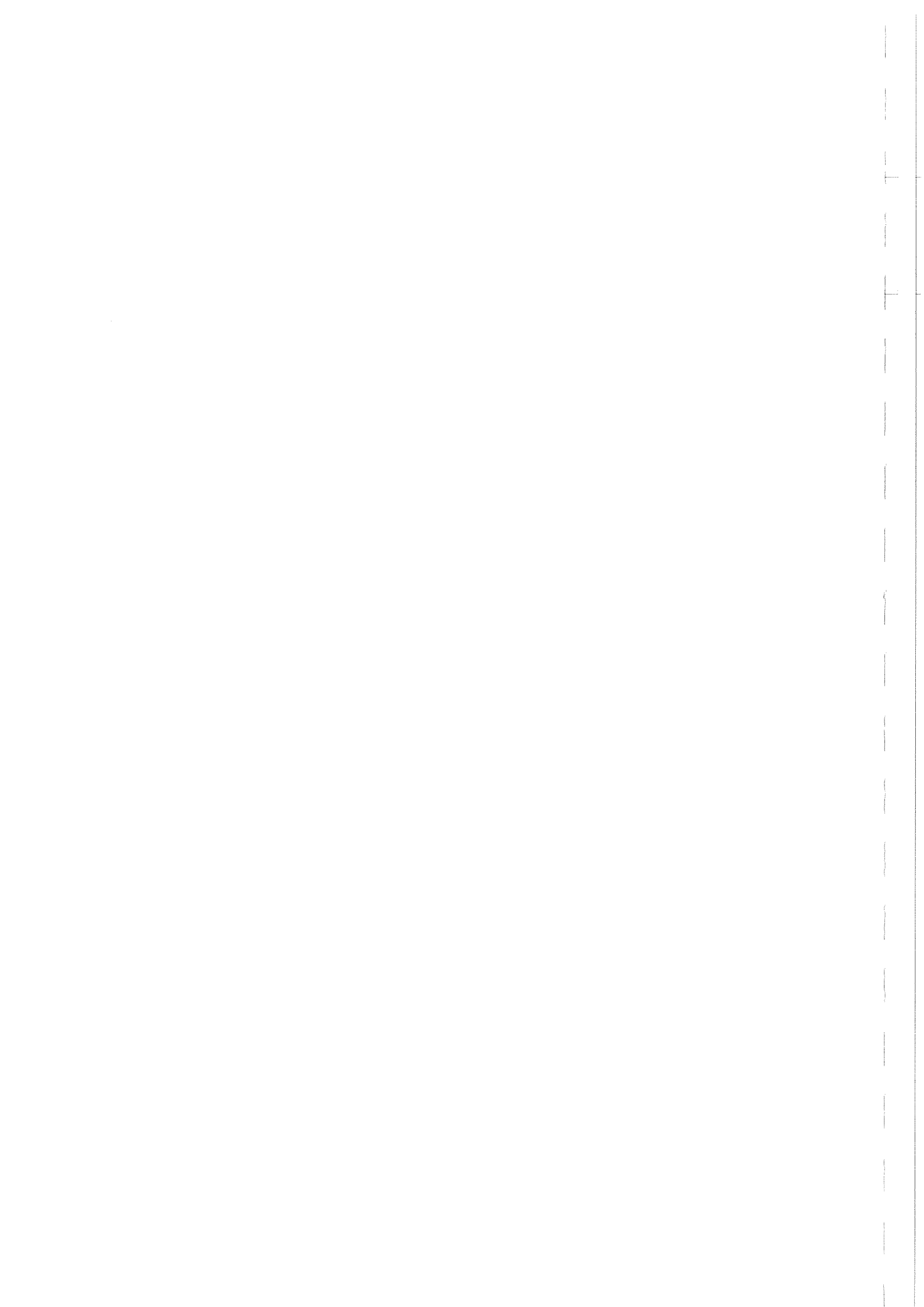


**Schedule Key**

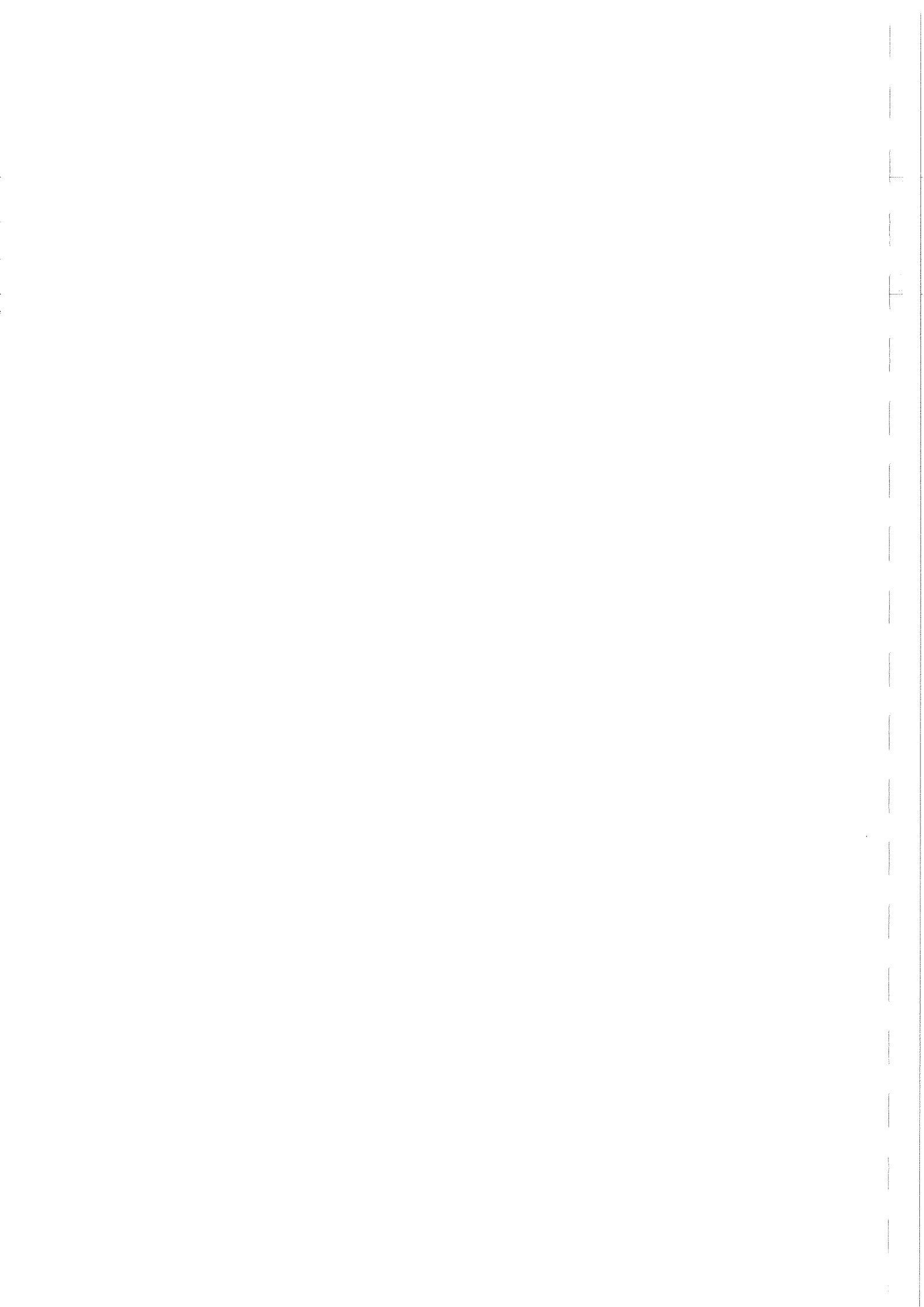
 Indicates Application Boundary

*Tan Man*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Rev	Date	Revision notes	By
DO NOT SCALE			
Status			
<b>Planning</b>			
Project			
<b>Cobblers Lane Pontefract</b>			
Title			
<b>Location Plan</b>			
		<b>GLADMAN</b> Building Services Ltd 1st Floor, 100 1st Floor, 100 1st Floor, 100 www.gladman.co.uk	
Drawn By	Publish Date	Scale(s)	
dmf	12.01.12	1:12500A2	
Project no.	Drawing no.	Revision	
2011-002	100		



**Annex B. Appendix 2: Draft Planning Permission**



Date of Application: 19 July 2012  
Date Decision Issued: 11 September 2013  
Application Number: 12/01515/OUT

Typetalk calls welcome

Gladman Developments Limited  
Gladman House  
Alexandria Way  
Congleton Business Park  
Congleton  
Cheshire  
CW12 1LB

**Town and Country Planning Act 1990  
Town and Country Planning (Development Management Procedure) (England)  
Order 2010**

## Grant of Outline Planning Permission

### Description and Location of Application

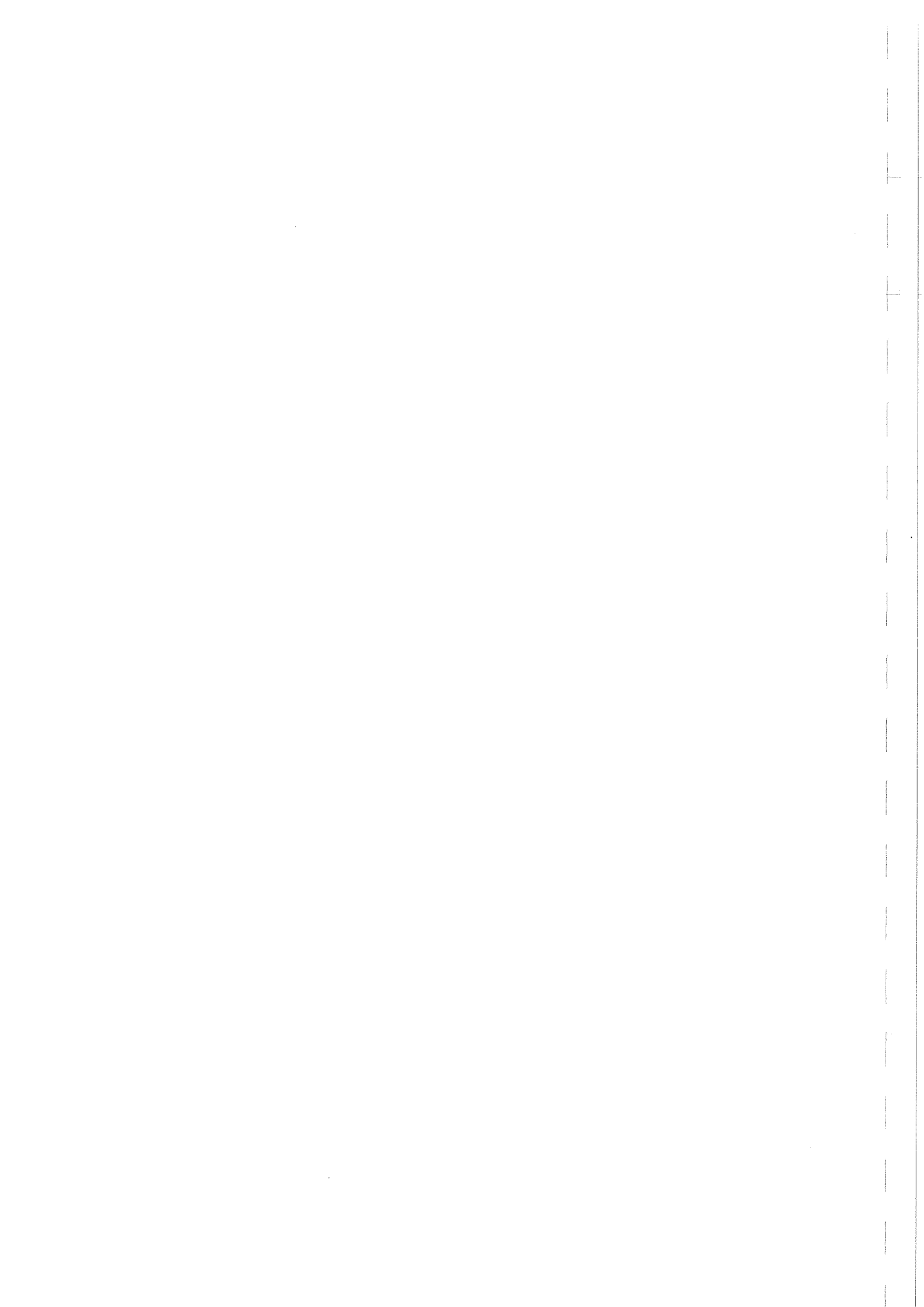
Outline planning for residential development of up to 320 dwellings including access.

at: Cobblers Lane Pontefract WF8 2HN

### Particulars of Decision

Outline planning permission granted. Permission is granted for the development in accordance with the plans and specifications hereby approved subject to the following condition(s) and reason(s) if any:-

1. Application for approval of all the reserved matter(s) for all phases of development shall be made before the expiration of three years from the date of this permission.  
Reason : Pursuant to the requirements of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
2. The development hereby permitted shall be begun before the expiration of two years from the date of the last of the reserved matters to be approved.  
Reason : Pursuant to the requirements of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
3. Development of any phase shall not commence until details of the following reserved matter(s) have been submitted to and approved in writing by the Local Planning Authority:- appearance, landscaping, layout and scale.





Reason: Pursuant to the requirements of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

4. Prior to commencement of development, a scheme comprising ecological enhancements to be incorporated within the development shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved scheme and retained thereafter.

Reason: In the interests of enhancing biodiversity in accordance with guidance contained in the NPPF.

5. Development shall not commence until the following details have been submitted to and approved in writing by the Local Planning Authority:-
  - a) the colour, type and texture of building materials
  - b) details of screening, retaining and boundary walls
  - c) the external appearance, colour, type and texture of materials used in construction of the access.

Reason: In the interests of amenity in accordance with Policy D9 of the Local Development Framework.

6. The approved landscaping scheme pertaining to each phase shall be completed not later than the first planting season following occupation of the development. The approved landscaping scheme shall, from its completion, be maintained for a period of five years. If, within this period, any tree, shrub or hedge shall die, become diseased or be removed, it shall be replaced with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that there is a well laid out scheme of healthy trees and shrubs in the interests of amenity and to accord with the requirements of LDF Policy D12.

7. The development in any phase shall not be commenced until the Local Planning Authority has approved in writing the details of arrangements for the provision (including timing of implementation) and/or maintenance of public open space on site or in the locality to serve the future residents of the development hereby permitted. The development shall only be occupied in accordance with the approved scheme unless otherwise agreed in writing with the Local Planning Authority the approved scheme shall thereafter be retained.

Reason: To ensure that public open space to serve the future residents of the development permitted are provided in the locality in accordance with guidance contained in paragraph 6.47 of the Development Policies Document and Policy D9 (n), of the Local Development Framework.

8. Prior to the development commencing, a scheme for incorporation of on site renewable energy generation technology shall be submitted for approval in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and retained thereafter for the lifetime of the development unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of mitigating and adapting the climate change in accordance with Policies D27 and D28 of the Local Development Framework

9. Development shall not commence until a scheme detailing measures to conserve energy and water resources within the development has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and retained and maintained throughout the lifetime of the development.

Reason: In the interests of mitigating and adapting to climate change in accordance with Policy D28 of the Local Development Framework Development Policies Document.

10. Prior to the commencement of any works of construction, demolition, or earth moving a scheme detailing the means to control and minimise dust emissions from such activities and associated vehicular movements shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented whilst any construction, demolition or earth moving works are undertaken on the site.  
Reason : In the interests of the amenity of the occupiers of neighbouring properties and to accord with the requirements of Local Development Framework Development Policy D20.

11. The development shall not commence until a scheme detailing measures for the protection of residents of the development from rail noise and road noise has been submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented prior to the occupation of each dwelling and retained thereafter.

Reason : In the interests of the amenity of future residents and to accord with the requirements of Local Development Framework Development Policy D20.

12. Except in an emergency or with the prior written consent of the Local Planning Authority, construction work, shall not take place outside 07:30 to 18:00 hours on Mondays to Fridays, 08:30 to 14:00 hours on Saturdays nor at any time on Sundays or Bank and National Holidays.

Reason : In the interests of the amenity of the occupiers of neighbouring properties and to accord with the requirements of Local Development Framework Development Policy D20.

13. Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 14 to 17 have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 17 has been complied with in relation to that contamination.

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 in accordance with policy D22 of the Local Development Framework and guidance contained in the NPPF.

14. 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 and ground gases 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 and ground gases;
- (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, groundwater's 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 in accordance with policy D22 of the Local Development Framework and guidance contained in the NPPF.

15. 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 in accordance with policy D22 of the Local Development Framework and guidance contained in the NPPF.

16. 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 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 in accordance with policy D22 of the Local Development Framework and guidance contained in the NPPF.

17. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of condition 14, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 15, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with condition 16.

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 in accordance with policy D22 of the Local Development Framework and guidance contained in the NPPF.

18. No development shall take place/commence until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and:
1. The programme and methodology of site investigation and recording
  2. The programme for post investigation assessment
  3. Provision to be made for analysis of the site investigation and recording
  4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
  5. Provision to be made for archive deposition of the analysis and records of the site investigation
  6. Nomination of competent persons/organisation to undertake the works set out within the Written Scheme of Investigation.

Reason: In order to ensure the proposal does not disturb or destroy archaeological remains in accordance policy D17 of the Local Development Framework and guidance contained in the NPPF.

19. No demolition/development shall take place other than in accordance with the Written Scheme of Investigation approved under condition 18.

Reason: In order to ensure the proposal does not disturb or destroy archaeological remains in accordance policy D17 of the Local Development Framework and guidance contained in the NPPF.

20. The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under condition 18 and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: In order to ensure the proposal does not disturb or destroy archaeological remains in accordance policy D17 of the Local Development Framework and guidance contained in the NPPF.

21. No vehicles exceeding 3.5 tonnes maximum gross weight shall be permitted to arrive, depart, be loaded or unloaded except between the hours of 08.00 and 18.00 hours on Monday to Friday; 08.30 to 14.00 hours on Saturdays and not at any time on Sundays/Bank/National Holidays.

Reason : In the interests of the amenity of the occupiers of neighbouring properties and to accord with the requirements of Local Development Framework Development Policy D20.

22. Development shall not commence until a scheme detailing foul and surface water drainage has been submitted to and approved in writing by the Local Planning Authority . The scheme shall detail phasing of the development and phasing of drainage provision, where appropriate. Principles of sustainable urban drainage shall be employed wherever possible. The works shall be implemented in accordance with the approved phasing. No part or phase of the development shall be brought into use until the drainage works approved for that part or phase have been completed.

Reason : To ensure the provision of adequate and sustainable means of drainage in the interests of amenity, in accordance with Local Development Framework Development Policy D25.

23. Development shall not commence until a scheme restricting the rate of development flow runoff from the site to a maximum of 0.71 litres per second per hectare has been submitted to and approved in writing by the Local Planning Authority. Storage shall be provided for the minimum 30 year return period storm off-line or on-line for the 100 year return period storm. Principles of sustainable urban drainage shall be employed wherever possible. The scheme shall include a detailed maintenance and management regime for the storage facility. No part of the development shall be brought into use until the development flow restriction works comprising the approved scheme have been completed. The approved maintenance and management shall be implemented throughout the lifetime of the development.  
Reason : To accommodate flows in storm events, in accordance with Local Development Framework Development Policy D25.
24. There shall be no discharge of foul or contaminated drainage from the site to any part of the groundwater or surface water network, whether directly or via soakaway.  
Reason : To prevent pollution of the water environment.
25. Development shall not commence until a scheme, detailing temporary surface water drainage generated during the construction of the site, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall detail phasing of the development and phasing of temporary drainage provision. The temporary works shall be implemented in accordance with the approved scheme and phasing. No phase of the development shall be commenced until the temporary works approved for that phase have been completed. The approved temporary drainage scheme shall be maintained until the approved permanent surface water drainage system is in place and functioning.  
Reason : To ensure the provision of adequate temporary means of drainage in the interests of amenity, in accordance with Local Development Framework Development Policy D25.
26. Prior to construction commencing the location of the construction site compound throughout all phases of the development shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed scheme.  
Reason: In the interests of the amenity of local residents in accordance with Policy D20 of the Local Development Framework.
27. The development hereby permitted shall incorporate measures to minimize the risk of crime and meet the specific security needs of the application site and the development. These measures shall include that all external door sets, including French door sets, must be made secure to standards, independently certified, set out in PAS 24-1 2007 + A2:2011 or PAS 24-2012'Doors of Enhanced Security'. All windows to be installed at ground floor level and those easily accessible above ground floor should be made secure to standards and independently certified to BS 7950 or PAS 24-2012. Details of the measures to be used shall be submitted to and approved in writing by the Local Planning Authority prior to the development commencing and shall be implemented before the development is first occupied and retained thereafter.  
Reason: In pursuance of the Council's duty under Section 17 of the Crime and Disorder Act 1998 and in accordance with Policy CS10 of the Local Development Framework Core Strategy and D15 of the Local Development Framework Development Policies Document.
28. The development shall not be brought into use until a scheme detailing the boundary treatment of the site has been submitted to and approved in writing by the Local

Planning Authority. Details shall include the location, type, height, style, method of installation and gate locking mechanism. The development shall not be brought into use until the works comprising the approved scheme have been completed. The scheme shall thereafter be retained for the lifetime of the development.

Reason: In pursuance of the Council's duty under Section 17 of the Crime and Disorder Act 1998 and in accordance with Policy CS10 of the Local Development Framework Core Strategy and D15 of the Local Development Framework Development Policies Document.

29. The development shall not be brought into use until a scheme detailing vehicle mitigation measures to Public Open Space & Pedestrian routes has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be retained and operated throughout the lifetime of the development.

Reason: In pursuance of the Council's duty under Section 17 of the Crime and Disorder Act 1998 and in accordance with Policies CS10 and D15 of the Local Development Framework.

30. The development shall not be begun, nor shall any demolition, site preparation, groundworks, materials or machinery be brought on to the site until a tree planting scheme has been submitted to and approved in writing by the Local Planning Authority. New trees will comprise of a mixture of deciduous and evergreen native stock planted in the first available planting season following the commencement of the approved development in any phase. All new trees shall be 8-10 cm girth standard, rootballed or containerised as per British Standard BS3936 Nursery Stock and must be staked and tied in accordance to good arboricultural practice.

Any new tree becoming diseased or dying within the first 5 years after the completion of planting shall be removed immediately after the disease/death and a replacement tree of the same species/specification shall be planted in the same position no later than the end of the first available planting season following the disease/death of the original tree.

Reason: For the maintenance of tree cover and in the interests of visual amenity in accordance with Policies D7, D8, D9 and D12 of the Local Development Framework.

31. Temporary tree protective fencing shall be erected in accordance with the recommendations contained with the submitted Arboricultural Report by FPCR Environment and Design Ltd dated July 2012.

Reason: To ensure trees are protected during the construction period and in the interests of visual amenity in accordance with Policy D7 of the Local Development Framework.

32. No development shall commence until a scheme of details of finished floor levels of the development, together with existing and finished ground levels within the application site and on land adjacent to the application site have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out only in accordance with the details so approved and no dwelling shall be occupied until the works relating to that property have been completed. These shall be so retained for the lifetime of the development, unless otherwise approved in writing by the Local Planning Authority.

Reason: To protect the amenity of local residents in accordance with Policy D9 of the Local Development Framework and guidance contained in the Council's Residential Design Guide.

33. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in

writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 100 year plus 30% climate change critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.  
Reason: To prevent the increased risk of flooding to the site and elsewhere.

34. Development shall not commence until a scheme for the provision of a 32Amp single phase electrical supply that will allow for the future inclusion of an individual electric car charging point for each property has been submitted to and approved in writing by the Local Planning Authority. The approved works for each individual unit shall be implemented on site before that unit is first brought into use and retained thereafter for the lifetime of the development.

Reason: To contribute towards a reduction in emissions in accordance with Air Quality objectives and in accordance with Policy D20 of the LDF Development Policies Document.

35. Prior to development commencing, a detailed scheme for the provision of a new bus stop along Cobblers Lane, shown indicatively on drawing 1265/02 rev shall be submitted to and approved in writing by the Local Planning Authority in consultation with METRO. Unless otherwise agreed in writing by the Local Planning Authority and METRO, all of the agreed works shall be implemented before any part of the development is first brought into use.

REASON: To improve public transport infrastructure in the vicinity of the site in accordance with the council's sustainability objectives.

36. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. The approved statement shall include scaled drawings illustrating the provision for -

- 1) The parking of site operatives and visitors vehicles
- 2) Loading and unloading of plant and materials
- 3) Management of construction traffic and access/haul routes
- 4) Storage of plant and materials used in constructing the development
- 5) Wheel washing facilities

Reason: In the interests of maintaining highway efficiency and to ensure adequate off street parking during construction and to prevent extraneous material being deposited on the highway in the interests of highway safety in accordance with Policy D14 of the Council's Local Development Framework Development policies Document.

37. Prior to first occupation of the dwellings in any phase, a continuous 2m wide footway shall be provided between the site accesses connecting into the existing footway network along Cobblers Lane has been provided in accordance with details which have been submitted to and approved in writing by the Local Planning Authority. The footway so approved shall thereafter be retained throughout the lifetime of the development.

Reason: To promote sustainable modes of travel and to safeguard connections to existing cycle routes, in accordance with policies CS4 and CS14 of the Council's Local Development Framework Core Strategy and Development Policies Document.

38. The measures and actions detailed within the submitted Travel Plan ref 1265/3/A TP dated July 2012 shall be implemented in full.

Reason: To promote sustainable modes of travel, in accordance with policies CS4, CS14 and D14 of the Council's Local Development Framework Core Strategy and Development Policies Document

39. Before the development is brought into use, the means of vehicular access to the site and road widening along Cobblers Lane shall be constructed in accordance with the approved drawings 1265/22 and 1265/02 rev A together with further structural engineers drawings which shall be submitted to and approved in writing by the Local Planning Authority unless otherwise agreed in writing and no structure, erection or planting exceeding 1.0m in height shall thereafter be placed within the visibility splays shown on the approved plans.

Reason: To ensure a suitable access and layout in the interests of highway safety in accordance with Policy D14 of the Council's Local Development Framework Development policies Document.

**This decision is based on the following plans(s):-**

<b>Plan Type</b>	<b>Reference</b>	<b>Version</b>	<b>Date Received</b>
Miscellaneous Drawings	ACCESS POINT A	1265/02 rev A	24.07.2012
Application Form			24.07.2012
Location Plan		100	19.07.2012
Miscellaneous Support Documentation	TOPOGRAPHICAL SURVEY	S11/269	19.07.2012
Miscellaneous Support Documentation	DEVELOPMENT FRAMEWORK PLAN	DF-01 rev K	19.07.2012
Design and Access Statement			19.07.2012
Landscaping Documentation	LANDSCAPE & VISUAL ASS		19.07.2012
Transport Documents	TRANSPORT ASSESSMENT		19.07.2012
Transport Documents	TRAVEL PLAN		19.07.2012
Ecological Survey	ECOLOGICAL APPRAISAL		19.07.2012
Miscellaneous Support Documentation	ARBORICULTURAL ASSESSMENT		19.07.2012
Geological Documentation	PHASE 1 SITE INVESTIGATION		19.07.2012
Flood Risk/Run Off Impact Assessment			19.07.2012
Miscellaneous Support Documentation	AIR QUIALITY ASSESSMENT		19.07.2012
Noise Documentation	NOISE ASSESSMENT		19.07.2012
Miscellaneous Support Documentation	ARCHAEOLOGICAL ASSESSMENT		19.07.2012
Miscellaneous Support Documentation	UTILITIES APPRAISAL REPORT		19.07.2012
Miscellaneous	AGRICULTURAL		19.07.2012



Support Documentation	USE/QUALITY REPORT		
Miscellaneous Support Documentation	RENEWABLE ENERGY STRATEGY		19.07.2012
Miscellaneous Support Documentation	STATEMENT-COMMUNITY INVOLVEMENT		19.07.2012
Miscellaneous Support Documentation	AFFORDABLE HOUSING REPORT		19.07.2012
Miscellaneous Support Documentation	PLANNING STATEMENT		19.07.2012
Site Plans	ILLUSTRATIVE MASTER	MPI rev G	21.11.2012
Miscellaneous Drawings	SITE ACCESS LOCATION B	1265/22	04.12.2012
Miscellaneous Drawings	FOOTWAY ENHANCEMENTS	1265/21 rev A	04.12.2012

### Notes

Having taken into account the submitted details and all material planning considerations, including those raised in the consultations and representations, it is considered that the proposed development is appropriate to this location and would not result in any significant or unacceptable harm by reasons of overlooking, overshadowing, increased traffic or obstruction of access to neighbouring dwellings subject to the imposition of indicated planning conditions.

In particular, the Local Planning Authority is of the view that the application is in accordance with prevailing policies relating to the location of development and sustainable transport (CS1 and CS4), Scale and Distribution of Housing (CS3), Housing mix, affordability and quality (CS6), Design and Amentiy (CS10, D7, D8, D9, D12, D15 and D20), Access and highway safety (D14), Heritage Assets (D17), Drainage and Flood Risk (D24 and D25) and Renewable Energy and Sustainable Construction (D27 and D28), of the adopted LDF, supplementary planning guidance contained in the Street Design Guide and the Council's Residential Design Guide (SPG2), taken together with advice in the relevant national planning policy guidance contained in the National Planning Policy Framework justifying development in this location of the scale proposed.

Under the Wildlife and Countryside Act (1981) it is an offence to disturb wild birds or to take, damage or destroy their nests or eggs. The timing of the works should be discussed with a suitably qualified person to avoid disturbance, and mitigation planned if necessary.

All surface and foul water arising from the proposed works must be collected and diverted away from Network Rail property. In the absence of detailed plans all soakaways must be located so as to discharge away from the railway infrastructure. The following points need to be addressed:

1. There should be no increase to average or peak flows of surface water run off leading towards Network Rail assets, including earthworks, bridges and culverts.

2. All surface water run off and sewage effluent should be handled in accordance with Local Council and Water Company regulations.

3. Attenuation should be included as necessary to protect the existing surface water drainage systems from any increase in average or peak loadings due to normal and extreme rainfall events.

All excavations/ earthworks carried out in the vicinity of Network Rail property/ structures must be designed and executed such that no interference with the integrity of that property/ structure can occur. If temporary works compounds are to be located adjacent to the operational railway, these should be included in a method statement for approval by Network Rail. Prior to commencement of works, full details of excavations and earthworks to be carried out near the railway undertaker's boundary fence should be submitted for the approval of the Local Planning Authority acting in consultation with the railway undertaker and the works shall only be carried out in accordance with the approved details. Where development may affect the railway, consultation with the Asset Protection Project Manager should be undertaken. Network Rail will not accept any liability for any settlement, disturbance or damage caused to any development by failure of the railway infrastructure nor for any noise or vibration arising from the normal use and/or maintenance of the operational railway. No right of support is given or can be claimed from Network RAILS infrastructure or railway land.

All roads, paths or ways providing access to any part of the railway undertaker's land shall be kept open at all times during and after the development.

For further information regarding archaeological works please contact: Jason Dodds, West Yorkshire Archaeology Advisory Service: 01924 305992

The granting of planning permission does not authorise the carrying out of works within the highway, for which the written permission of the Council as Highway Authority is required. You are required to consult the Design Engineer, Upper Building Newton Bar, Wakefield (08458 506506) with regard to obtaining this permission and approval of the construction specification(s).

Please also note that the construction of vehicle crossings within the highway is deemed to be major works for the purposes of the New Roads and Street Works Act 1991 (Section 84 and 85). Interference with the highway without such permission is an offence which could lead to prosecution.

It is brought to the Applicants' notice that the Highway Section 38 Engineer, Highways Development Control, Newton Bar, Wakefield, WF1 2TX must be contacted to discuss road adoption arrangements under Section 38 of the Highways Act 1980.

It is brought to the Applicants' notice that the Highway's Section 278 Engineer, Major Projects Section, Newton Bar, Wakefield, WF1 2TX must be contacted to discuss arrangements for the proposed off site highway works under Section 278 of the Highways Act 1980.

The Local Planning Authority worked proactively and positively to issue the decision without delay. The Local Planning Authority has therefore implemented the requirement in Paragraphs 186-187 of the NPPF.

The applicant is advised that this permission does not authorise excavations within or abutting the public highway. If any such works are required in connection with this permission, the PRIOR APPROVAL of the Council is required as Highway Authority. Works to the public highway undertaken without the necessary approval would be an unlawful

interference with the public highway in respect of which, legal action may be taken under the Highway Act 1980 and related statutes.

The applicant is advised that, even if no building work is proposed, approval may also be required under Building Regulations. The advice of the Building Control Service should be sought before the use commences. If any amendments are proposed to the drawings approved herewith when making application under the Building Regulations, a note to that effect should be made on the revised drawings.

Please refer to the accompanying Statutory Provisions and Notes, which form part of this Notice.

**Service Director for Planning**

*I. D. Thomson*

## FURTHER INFORMATION

Now that your application has been determined, this information sheet is intended to inform you of your options.

If you wish to talk to someone about your application, please contact Development Control and quote your Application Number: 0845 8 506 506 or [devcontrol@wakefield.gov.uk](mailto:devcontrol@wakefield.gov.uk)

### GRANTED

If your application has been granted, please be aware that the following may apply to you.

#### TIMESCALES

- If you do not begin the development within the period specified on your decision notice, the permission will lapse.
- Extension of Planning Permission – in order to keep consent extant, you are required to submit a new application, including the full plans and information, and the full current fee.
- If the development is begun but not completed we can, in certain circumstances, require that it is completed within a specified period.

#### CONDITIONS

If your application has been granted subject to conditions you may be required to submit information to allow the discharge of conditions, after which development may commence.

The form for discharge of condition applications can be found using the following link [www.planningportal.gov.uk/uploads/appPDF/X4725Form027\\_england\\_en.pdf](http://www.planningportal.gov.uk/uploads/appPDF/X4725Form027_england_en.pdf) a fee will also be payable.

#### OTHER CONSENTS

This is only a Planning Permission; it does not necessarily mean you can start your development. You must also assess the impact of the following on your development:

- It may be necessary to obtain approval under the Building Regulations. This is handled by our Building Control Department.
- This permission does not entitle you to obstruct a Right of Way. If you need to stop up or divert a footpath or bridleway to enable you to carry out the development you should contact our Public Rights of Way office.
- Any applications for Council grants towards the costs of the development will need to be approved before work starts.
- Your development may come under the jurisdiction of two different pieces of Civil Legislation: the Party Wall Act and Right to Light: see the DCLG website for more information
- If your development requires you to alter any existing utilities (Drainage, Water, Electricity, Gas, Phone, Cable, etc.) then you will need to liaise with the appropriate organisation.

**Do not start your development until you have all the applicable consents**

#### GROUND STABILITY

- This Planning Permission does not constitute any guarantee as to the stability of the site.

### GRANTED WITH CONDITIONS, SPLIT DECISION OR REFUSAL

If your application has been refused, in part or in full, or if there are conditions attached to the grant, then you may wish to consider making a resubmission or an appeal.

## APPEALS

If you are aggrieved by this decision, then you may be able to make an appeal. Appeals in England and Wales are handled (on behalf of the Secretary of State for the Department of Communities and Local Government) by the Planning Inspectorate in Bristol.

There are strict time limits on when Appeals can be made and you are urged to visit [www.planninginspectorate.gov.uk](http://www.planninginspectorate.gov.uk) . Alternatively information about all aspects of the Appeal Process are available from the Planning Inspectorate, and the Planning Portal.

## INFORMATION

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### BUILDING CONTROL

01924 306580

[buildingcontrol@wakefield.gov.uk](mailto:buildingcontrol@wakefield.gov.uk)

[www.wakefield.gov.uk/Planning/BuildingControl](http://www.wakefield.gov.uk/Planning/BuildingControl)

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### PUBLIC RIGHTS OF WAY

0845 8 506 506

[prowteam@wakefield.gov.uk](mailto:prowteam@wakefield.gov.uk)

[www.wakefield.gov.uk/CultureAndLeisure/ParksAndOpenSpaces/Footpaths/default.htm](http://www.wakefield.gov.uk/CultureAndLeisure/ParksAndOpenSpaces/Footpaths/default.htm)

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### PLANNING INSPECTORATE

[www.planninginspectorate.gov.uk](http://www.planninginspectorate.gov.uk)

The Planning Inspectorate,  
Temple Quay House,  
2 The Square, Temple Quay,  
Bristol BS1 6PN

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### PLANNING PORTAL

The Planning Portal is the UK Government's online planning and building regulations resource. Use this site to learn about planning and building regulations, and appeal against a decision and research government policy.

[www.planningportal.gov.uk](http://www.planningportal.gov.uk)

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### DCLG (DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT)

The DCLG are the central Government Department responsible for planning policy and building regulations.

[www.communities.gov.uk](http://www.communities.gov.uk)

