DATED 27th February 2015

B H and N Stoddard

and

STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
relating to

Land at Bank Street
and
Meadows Drive, Cheadle

We certify this to be a true and complete copy of the original
Freeths LLP.
Freeths LLP
Solicitors
Date 09/03/2015.

THIS AGREEMENT is made as a deed on the 27th day of February 2015

BETWEEN

(1) **Brian Harvey Stoddard and Nancy Stoddard** of J P Properties Woodcroft Park Drive Cheadle Stoke on Trent ST10 1NJ (hereinafter referred to as "the Owner")

to

(2) **STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** of Moorlands House, Stockwell Street, Leek, Staffordshire, ST13 6HQ (hereinafter referred to as "the Council")

DEFINITIONS

In this Agreement the following expressions shall have the following meaning unless the context otherwise requires it

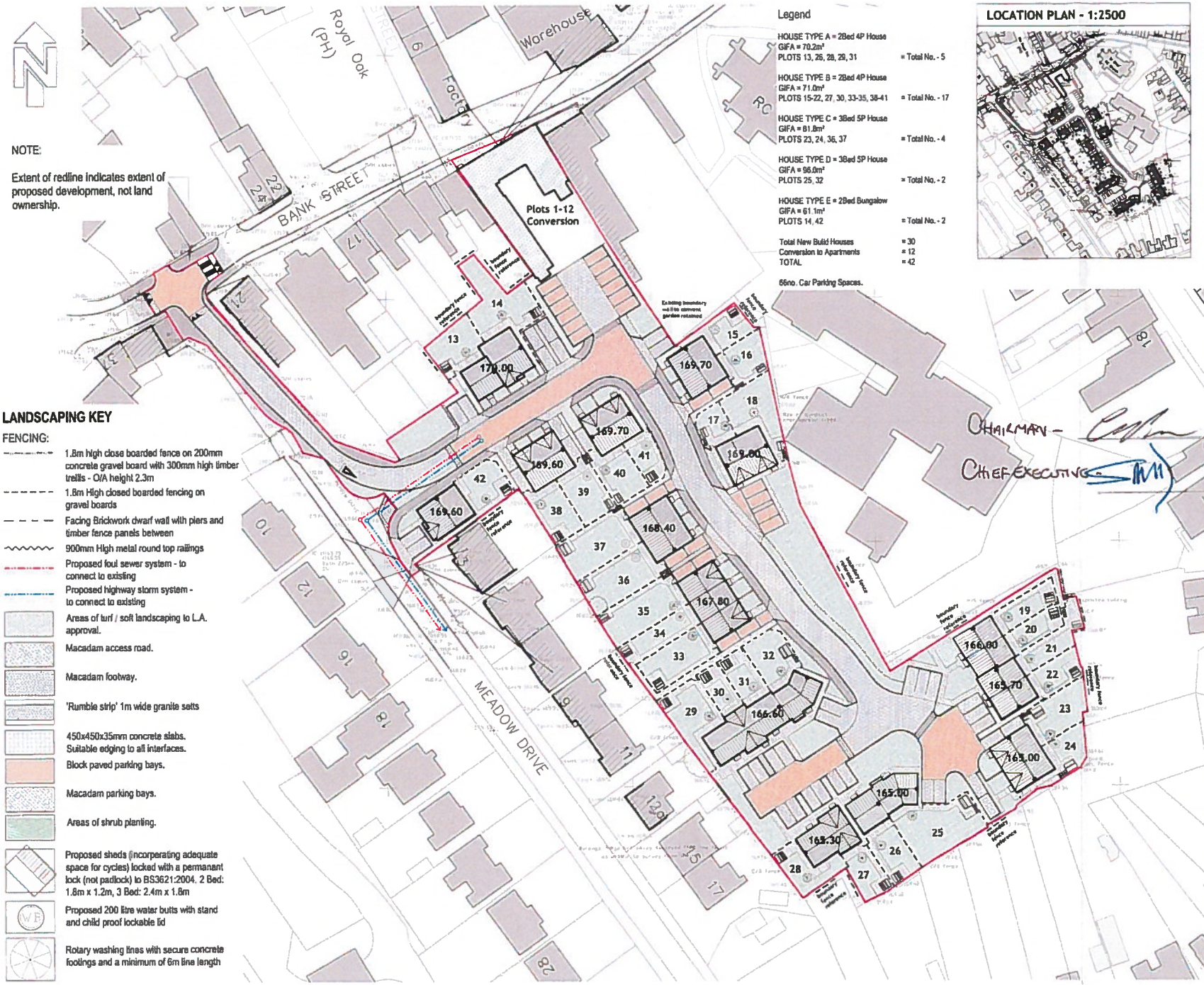
"1990 Act"	the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
"Affordable Housing"	housing provided by a Registered Provider to meet local housing needs which is allocated in accordance with this Agreement to persons who cannot afford to buy or rent housing generally available on the open market.
"Affordable Rented Housing Units"	the forty two (42) residential units to be constructed on the Site pursuant to the Planning Permission to be let to individuals for the Rent and comprising 12 x 1 bed (two person) apartments, 22 x 2 bed (four person) houses, 6 x 3 bed (five person) houses; and 2 x 2 bed (three person) bungalows.

"Chargee"	any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including any administrative receiver) appointed pursuant to the Law of Property Act 1925
"Chargee's Duty"	the tasks and duties set out at paragraphs 10, 11 and 12 of Schedule 1
"Commencement", "Commenced" and "Commence"	the carrying out of a material operation as defined by section 56 of the 1990 Act save that none of the following operations shall constitute a material operation for the purposes of this Agreement • works of demolition • works of site clearance • ground investigations and site survey works • construction of temporary boundary fencing or hoardings or security fences • construction of temporary accesses and/or temporary highway works • archaeological investigations • landscaping works • noise attenuation works
"Contracts Act"	the Contracts (Rights of Third Parties) Act 1999
"Development"	the development of the Site pursuant to the Planning Permission
"Disposal"	each and every means by which the right of occupation of an Affordable Rented Housing Unit is given or transferred to another person body or company and "Dispose" shall be construed accordingly and for the sake of clarity the term "Disposal and "Dispose" shall not include mortgages
"First Line Family Member"	mother father husband wife son daughter

	brother sister
"Homes and Communities Agency"	a body corporate under section 74 of the Housing Associations Act 1985 or any successor body
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged the construction fitting out decoration or marketing of the Affordable Rented Housing Units and "Occupy" shall be construed accordingly
"Plan"	the plan annexed to this Agreement
"Planning Application"	the application for planning consent for the Site validated by the Council 21 August 2014 under reference SMD/2014/0471
"Planning Permission"	the full planning permission subject to conditions to be granted pursuant to the Planning Application substantially in the form of the draft annexed at Schedule 2
"Practical Completion"	construction and fitting out ready and fit for first Occupation save only for normal snagging in accordance with NHBC or other relevant requirements and "Practically Complete" and "Practically Completed" shall be construed accordingly
"Registered Provider"	a provider of social housing registered with the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008
"Rent"	affordable rent of up to 80% market rent (inclusive of service charges) as outlined in Homes and Communities Agency guidance and in consultation with the Housing Strategy Manager or any other mechanism for controlling rents agreed with the Housing Strategy Manager of the Council ~~in the event that no Suitable Offers can be~~

Finance Solicitor SMDC

Solicitor a lecturer of the Court



NOTE:

Extent of redline indicates extent of proposed development, not land ownership.

LANDSCAPING KEY

FENCING:

- 1.8m high close boarded fence on 200mm concrete gravel board with 300mm high timber trellis - O/A height 2.3m
- 1.8m High closed boarded fencing on gravel boards
- Facing Brickwork dwarf wall with piers and timber fence panels between
- 900mm High metal round top railings
- Proposed foul sewer system - to connect to existing
- Proposed highway storm system - to connect to existing
- Areas of turf / soft landscaping to L.A. approval.
- Macadam access road.
- Macadam footway.
- 'Rumble strip' 1m wide granite setts
- 450x450x35mm concrete slabs. Suitable edging to all interfaces.
- Block paved parking bays.
- Macadam parking bays.
- Areas of shrub planting.
- Proposed sheds (incorperating adequate space for cycles) locked with a permanant lock (not padlock) to BS3621:2004. 2 Bed: 1.8m x 1.2m, 3 Bed: 2.4m x 1.8m
- WB — Proposed 200 litre water butts with stand and child proof lockable lid
- Rotary washing lines with secure concrete footings and a minimum of 6m line length

Legend

HOUSE TYPE A = 2Bed 4P House GIFA = 70.2m² PLOTS 13, 26, 28, 29, 31	= Total No. - 5
HOUSE TYPE B = 2Bed 4P House GIFA = 71.0m² PLOTS 15-22, 27, 30, 33-35, 38-41	= Total No. - 17
HOUSE TYPE C = 3Bed 5P House GIFA = 81.8m² PLOTS 23, 24, 36, 37	= Total No. - 4
HOUSE TYPE D = 3Bed 5P House GIFA = 96.0m² PLOTS 25, 32	= Total No. - 2
HOUSE TYPE E = 2Bed Bungalow GIFA = 61.1m² PLOTS 14, 42	= Total No. - 2
Total New Build Houses	= 30
Conversion to Apartments	= 12
TOTAL	= 42

66no. Car Parking Spaces.

LOCATION PLAN - 1:2500

GENERAL NOTES

The copyright of this drawing is vested in the Architect and must not be copied or reproduced without consent.

All Contractors must visit the site and be responsible for taking and checking dimensions relative to their work. Sutton and Wilkinson Chartered Architects to be advised of any variation between drawings and site conditions.

This drawing should be read in conjunction with all other details, drawings and specifications.

PLAN DATUM
Survey undertaken to approx metric local ordnance grid

Exact boundary positions to be confirmed by Client

DO NOT SCALE OFF THIS DRAWING. IF IN DOUBT ASK

NO ALLOWANCE HAS BEEN MADE FOR SUB SURFACE OBSTRUCTIONS OR ABNORMALS OR GROUND CONDITIONS OR WORKS BELOW GROUND LEVEL. THEREFORE, ANY DETAILS RELATING TO DEPTHS, SIZES ETC. ARE TAKEN FROM VISIBLE EVIDENCE AND AS SUCH WILL BE APPROXIMATE ONLY

THE CONTRACTOR IS TO CHECK AND VERIFY ALL BUILDING AND SITE DIMENSIONS, LEVELS AND SETTING OUT LEVELS AT CONSTRUCTION POINTS BEFORE WORK STARTS.

SHOULD THERE BE ANY CONFLICT BETWEEN THE DETAILS INDICATED ON THIS DRAWING AND THOSE INDICATED ON OTHER DRAWINGS, THE CONTRACT SHALL BE REFERRED PRIOR TO CONSTRUCTION ON SITE

IT IS IMPORTANT TO NOTE THAT THE BASIC ACHIEVABLE ACCURACY BY THE PLOTTING SCALE ARE EQUALLY APPLICABLE TO DIGITAL BASE MAPPING FOR CAD

EVERY EFFORT IS MADE TO IDENTIFY ALL VISIBLE ABOVE GROUND FEATURES HOWEVER, IT SHOULD BE BORNE IN MIND THAT THERE MAY BE ITEMS OBSCURED AT THE TIME OF SURVEY

VISIBLE FEATURES ON THE VERSION OF THE ORDNANCE AS SHOWN ON THIS SURVEY MAY NOT REPRESENT THE EXTENT OF LEGALLY DEFINED OWNERSHIP

ANY SERVICES SHOWN ARE AS LOCATED BY EITHER GROUND PENETRATING RADAR (GPR) OR BY RADIODETECTION SCANNER IN EITHER ACTIVE (A) OR PASSIVE MODE (P). DUE TO SUBSOIL CONDITIONS AND OTHER FACTORS THE UNDERGROUND SERVICE INFORMATION SHOWN MAY NOT REPRESENT A COMPREHENSIVE RECORD AND ALL CONTRACTORS SHOULD PROCEED WITH CAUTION BEFORE EXCAVATION

B. H. Stoddard
N. Stoddard

CHAIRMAN –
CHIEF EXECUTIVE –

THE INFORMATION ON THIS SURVEY HAS BEING PROVIDED BY BARRY LOWE SURVEYS LTD. DRAWING REFERENCE 9325 / 1

REVISION	AMENDMENT	DATE
D	Curtilage to Plot 31 amended to include rectangular plot to land to rear boundary	10.11.14
C	Road access altered as per Highways requirements, number of spaces unaffected as 66	12.11.14
B	Plot 14/15 + Land 14 boundary changes to site and plot boundaries as per conservation officers comments	03.05.14
A	Amendments to Legend in Relation to House Types and Plot Nos.	12.04.14

The Wrekin Housing Trust

PLANNING ISSUE

PROJECT
Proposed Residential Development at Land Off Bank Street Cheadle

CLIENT
Wrekin Housing Trust

TITLE
PROPOSED SITE PLAN

SUTTON AND WILKINSON
CHARTERED ARCHITECTS

Victoria House 13 New Pavilidge Road, Cannock Staffs WS11 1HW

Telephone: 01543 466441
Facsimile: 01543 463469
e-mail: office@suttonwilkinson.co.uk

SCALE	DRAWN	DATE	SIZE
1:500	AMB	APRIL 2014	A2
DRAWING NUMBER			REVISION
2263 - 100			D

"Satisfactory Offer"	made offers for the Affordable Rented Housing Units shall be satisfactory if they are made by (in order of preference) (i) a person who is ordinarily resident within the Staffordshire Moorlands area (ii) a person who can demonstrate a local connection through previous period of residence within the Staffordshire Moorlands area (iii) who has a First Line family member resident within the Staffordshire Moorlands area and has been so resident for at least five years or (iv) persons with employment in the Staffordshire Moorlands area and in the event that more than one Suitable Offer is made priority shall be given by the Council in accordance with the criteria set out in the Council's Choice Based Lettings Scheme 'Moorlands Homechoice' (or any such allocation scheme which is in place with the Council at the time) and by a Registered Provider in accordance with its own adopted allocation policies (from time to time) which take account of need for Affordable Housing
"the Site"	land at Bank Street and Meadow Drive, Cheadle as shown for the purposes of identification only edged red on the Plan
"Specification"	the Housing Quality Indicators that the Affordable Rented Housing Units should be completed to as contained in the most recent Homes and Community Agency Design and Quality Standards (currently April 2007) or an alternative standard as agreed in writing with the Housing Strategy Manager of the Council
"Suitable Offer"	offers for the Affordable Rented Housing Units shall only be suitable if they are made by (i) a person ordinarily resident within the

	Cheadle area (ii) a person who can demonstrate a local connection through previous period of residence within the Cheadle area (iii) who has a First Line family member resident within the Cheadle area and who has so been resident for at least five years or (iv) persons with employment in the Cheadle area and in the event that more than one Suitable Offer is made priority shall be given by the Council in accordance with the criteria set out in the Council's Choice Based Lettings Scheme 'Moorlands Homechoice' (or any such allocation scheme which is in place with the Council at the time) and by a Registered Provider in accordance with its own adopted allocation policies (from time to time) which take account of need for Affordable Housing

WHEREAS:-

(1) The Council is the local planning authority for the purposes of the 1990 Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable

(2) The Owner is the owner of the freehold interest and is registered as the proprietor with title absolute at HM Land Registry of that part of the Site registered under Title Number SF 360436

(3) The Wrekin Housing Trust submitted the Planning Application to the Council for planning permission in order to carry out the Development in the manner set out in the plans specifications and particulars forming part of the Planning Application

(4) On 27 November 2014 the Council acting by way of its Planning Applications Committee resolved to grant planning permission for the Development in accordance with the Planning Application subject to the prior completion of this Agreement to secure that the Development is Occupied by people with a connection with the Cheadle area as provided for herein

(5) The Parties have agreed to enter into this Agreement so as to create a planning obligation in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants hereinafter contained once the Planning Permission is granted.

NOW THIS DEED WITNESSES as follows:-

1. **THIS** Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act and all other powers so enabling

2. **THE** Owner hereby covenants with the Council so as to bind its interest in the Site in accordance with this Agreement as follows:

2.1 to observe and perform and cause to be observed and performed the undertakings, covenants and restrictions relating to the provision and occupation of the Affordable Rented Housing Units set out in Schedule 1 hereto

Costs

2.2 To pay on completion of this Agreement the Council's reasonable costs and disbursements in connection with the preparation of this Agreement to a maximum amount of £1000.00

Notice of Commencement

2.3 To give written notice to the Chief Executive Officer of the Council at least fourteen (14) days prior to Commencement

Indemnity

2.4 To indemnify the County for any expenses or liability arising to it in respect of breach by the Owner of any of the obligations contained in this Undertaking.

3 IT IS HEREBY AGREED AND DECLARED as follows:

3.1 This Agreement is conditional and shall only have effect upon the grant of Planning Permission save for the provisions of Clauses 2.3 and 2.4 which shall come into effect immediately upon the completion of this Agreement.

3.2 This Agreement shall be enforceable without limit of time (other than as expressly provided for in this Agreement) against the Owner and any person deriving title through or under it to the Site or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3.3 The provisions of this Agreement shall not be enforceable against:

3.2.1 statutory undertakers in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant; and

3.2.2 any Chargee provided that the Chargee shall first have complied with the Chargee's Duty unless it takes possession of the Site in which case it too shall be bound by the provisions of this Agreement as if it were a person deriving title from the Owner.

3.4 In the event of the Planning Permission expiring and not being renewed or in the event of revocation of the Planning Permission prior to Commencement then this Agreement shall forthwith determine and cease to have effect and the Council shall immediately procure that any entry referring to the Agreement in the Register of Local Land Charges shall be removed forthwith

3.5 No person shall be liable for a breach of any covenant or obligation contained in this Agreement after parting with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to any liability in respect of any antecedent breach

3.6 In this Agreement the expressions "the Council" and "the Owner" shall include their respective successors in title and assigns.

3.7 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

3.8 References to the masculine, feminine and neuter genders shall include the other genders.

3.9 References to natural persons are to include corporations and vice versa.

3.10 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation

3.11 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of that restriction.

3.12 Any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permission and directions for the time being made, issued or given thereunder or deriving validity therefrom.

3.13 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts Act

3.14 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

3.15 Nothing in this Agreement shall fetter, prejudice or affect the Council's powers to enforce any specific obligation or term or condition nor shall anything contained in this Agreement fetter, prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as the local planning authority for the purposes of the 1990 Act or otherwise as a local authority.

3.16 No waiver (whether express or implied) by the Council of any breach or default of the Owner or its agents, servants, successors in title or assigns in performing or observing any of the covenants or obligations contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any such covenant or obligation or from acting upon any subsequent breach thereof.

3.17 If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

3.18 The planning obligation hereby created may be registered as a Local Land Charge by the Council

3.19 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Agreement and any notice to the:

3.19.1 Council shall be in writing and addressed to the Chief Executive Officer at Moorlands House, Stockwell Street, Leek, Staffordshire, ST13 6HQ

3.19.2 Owner shall be in writing and addressed to [Mrs Stoddard Woodcroft Park Drive Cheadle Staffordshire ST10 1QN]

EXECUTED AS A DEED on the day and year first hereinbefore appearing

SCHEDULE 1

The Owner covenants with the Council as follows:

1. Not to permit, suffer, cause or allow the Affordable Rented Housing Units or any part thereof to be developed or built other than for a Registered Provider.

2. The Affordable Rented Housing Units shall only be used for the purpose of providing Affordable Housing accommodation and to meet the objectives of a Registered Provider

3. The Affordable Rented Housing Units shall be built in accordance with the Planning Permission and the Specification.

4. To ensure that the Affordable Rented Housing Units are transferred to a Registered Provider in accordance with the criteria set out in this Schedule 1 and are available for Occupation

5. The Owner shall not cause or permit the occupation of any of the Affordable Rented Housing Units until the freehold of such units has been transferred to a Registered Provider as a value to be agreed before the Registered Provider and the Owner such transfer to include a covenant by the Registered Provider to manage the units in accordance with its usual and normal tenancy terms and conditions and in accordance with the requirements of the Homes and Community Agency.

6. The Owner shall notify the Council within 14 days of completion of the transfer of Affordable Rented Housing Units to the Registered Provider.

7. The Owner shall procure that the Registered Provider shall notify the Council in writing within 14 days of postal addresses being assigned to the Affordable Rented Housing Units.

8. The Owner shall procure that the Registered Provider shall forthwith serve notice in writing upon the Council upon the completion of any Disposal or letting of the whole or any part of the Site or of the Affordable Rented Housing Units to any other Registered Provider or person(s) to the end and intent that the Council shall be kept fully informed of ownerships and tenancies regarding the same

9. From the date of Practical Completion of each unit the Affordable Rented Housing Units shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

9.1 any tenant who has exercised a right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force.

9.2 any Chargee provided that the Chargee shall first have complied with the Chargee's Duty

9.3 any purchaser from a mortgagee of an individual Affordable Rented Housing Unit pursuant to any default by the individual mortgagor

10. The Chargee shall prior to seeking to Dispose of the Affordable Rented Housing Units pursuant to its power of sale or other remedies under the terms of its mortgage or charge first give the Council no less than 3 months written notice of its intention to Dispose of the Site or any part thereof and shall thereafter use reasonable endeavours to Dispose of the said land to a Registered Provider or at the Council's written election the Homes and Community Agency (the Council being entitled to nominate a Registered Provider or the Homes and Communities Agency for these purposes by service of a notice in writing to such Chargee within 56 (fifty six) days of such Chargee notifying the Council in writing of its intention to exercise its power of sale PROVIDED THAT for the avoidance of doubt such Chargee shall not be under any obligation to dispose of the relevant Affordable Rented Housing Unit for any sum less than the monies outstanding pursuant to the said mortgage or charge and shall provide evidence to the Council of it's reasonable endeavours to dispose of the Site to a Registered Provider(s) subject to the terms of this Agreement and for an appropriate price.

11. In the event of any sale not taking place in accordance with paragraph 10 of this Schedule within a period of three (3) months following the service of the Chargee's notice on the Council or three (3) months of service of the Council's notice thereunder (if served) the Chargee shall be entitled to sell such land or the relevant part thereof pursuant to its or their power of sale or other remedies under the mortgage or charge in question on the open market

12. In the event that the Chargee has complied with or otherwise satisfied the requirements of paragraphs 10 and 11 above then the interest of that Chargee and any interest capable of being Disposed of by that Chargee to a third party shall be released by written release from the Council from the obligations contained in Schedule 1 to this Agreement.

Affordable Rented Housing

13. That the Affordable Rented Housing Units shall be rented out at no more than the Rent.

14. The Owner shall procure that the Registered Provider shall

14.1 inform the Council when each of the Affordable Rented Housing Units is to be available; and

14.2 allocate the first Occupation of all the Affordable Rented Housing Units to persons nominated by the Council and who are able to make a Suitable Offer or if none a Satisfactory Offer within 4 weeks of notification to the Council to enable the Council to advertise the availability of the relevant unit through the Council's Choice Based Lettings Scheme 'Moorlands Homechoice' (or any such allocation scheme which is in place with the Council at the time); and

14.3 allocate not less than 50% of all subsequent Occupations to persons nominated by the Council and who are able to make a Suitable Offer or if none a Satisfactory Offer within three weeks of notification to the Council of the availability of each Affordable Rented Housing Unit; and

14.4 in the event of the Council not making any nomination or a nominated person not accepting an offer made by the Registered Provider within five working days of the offer the Registered Provider shall be entitled to allocate Occupation of any available unit to any person able to make a Suitable Offer or if none a Satisfactory Offer; and

14.5 determine and select any tenants not required to be nominated by the Council pursuant to paragraphs 14.2 and 14.3 above in accordance with the tenant selection policies of the Registered Provider relevant to the type of unit available and with preference given in each case to a person who makes a Suitable offer; or if none a Satisfactory Offer or, if no person is able to make such an offer, to the person in need of Affordable Housing as the Registered Provider deems fit.

15. If at any time after the transfer of the Affordable Rented Housing Units to a Registered Provider the Council and the Registered Provider shall agree in writing that the

Affordable Rented Housing Units or any number of them shall be held and made available other than as Affordable Rented Housing Units then the tenure of such units shall be varied thereby without the need of consent or agreement of any other person and such agreement to vary may be exercisable by the Council more than once in respect of any part of the Site PROVIDED THAT the relevant units provided pursuant to the Planning Permission shall remain as Affordable Housing and PROVIDED ALWAYS THAT the Occupation of the relevant units shall be subject to the allocation criteria set out at paragraph 14 above

SCHEDULE 2

Draft Planning Permission

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.
Reason:-
To comply with the provisions of Section 51 of the Town and Country Planning, Planning and Compulsory Purchase Act, 2004.

2. The development hereby approved shall be carried out in accordance with the following submitted plans:

105-14-01 Rev B;
105-14-02 Rev A;
2263-100 Rev D;
2263-101 Rev A;
2263-102 Rev B;
2263-103 Rev A;
2263-104;
2263-105;
2263-106;
2263-107-Rev A;
2263-108 Rev A;
2263-109;
2263-110 Rev A;
2263-111 Rev A;
2263-112 Rev A;
2263-114; - AS EXISTING PLAN
2263-115-Rev C;
2263-05; AS EXISTING LEVELS DETAILS –
2263-10 Rev A

Reason:-
To ensure that the development is carried out in accordance with the approved plans, for clarity and the avoidance of doubt.

3. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that order with or without modification), no development as specified in Part 1 Class(es) A, B, C, D, E, F, G and H and Part 2 Class(es) A, B and/or C, other than those expressly authorised by this permission, shall be carried out without express planning permission first being obtained from the Local Planning Authority.
Reason:-
To enable the Local Planning Authority to control the development and so safeguard the character and visual amenities of the area, and to ensure that adequate private open space is retained within the curtilage of each of the dwellings.

4. None of the new build dwellings hereby approved shall be occupied until the refurbishment of 5-7 Bank Street (as identified on the above approved plans) has been completed in accordance with the Method Statement and details approved under condition number 5 and to a standard fit for occupation.
Reason:

To ensure the restoration and enhancement of the Bank Street buildings, in the interests of enhancing the character and appearance of the conservation Area and the setting of nearby listed buildings.

5. Notwithstanding the above approved plans, no development apart from site clearance shall be commenced until details of the following have been submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details and retained for the lifetime of the development.

- Facing materials including proposed brick, render and tiles;
- Details to eaves, verges, porches and chimneys;
- Rainwater goods and external soil pipes;
- Joinery details for all windows and doors, including cills, lintels, headers, glazing, putty fixing, method of opening, finish and the glazed arch (within the Bank Street building) which should be recessed;
- Boundary details such as any walls, fences and railings;
- Vents, cowls and ducts;
- Method Statement and Schedule of repair for 5-7 Bank Street, including treatment of floors, internal and external walls (including pointing), basement, roof flues and pointing;
- Recording of basement including method and details of closing the doorway to the basement.
- External surfacing materials
- details of the existing and proposed levels across the site and relative to adjoining land, together with the finished floor levels of the proposed buildings;
- Details of proposed sheds;

Reason:-
In the interests of securing a high quality development that enhances the character and appearance of the Conservation Area and the setting on nearby listed buildings.

6. Notwithstanding approved drawing number 2263-115 REV C, details of frosted/obscure and non-opening glazing for the following windows/openings shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out fully in accordance with the approved details, completed prior to first occupation of the apartments hereby approved and retained for the lifetime of the development;

- Apartment No. 06. Bedroom No.01, rear gable window as shown on Elevation No. 4,
- Apartment No. 08. Hall and Kitchen windows as shown on Elevation No. 2.
- Apartment No. 10. Bedroom No. 01 rear gable window as shown on Elevation No. 4,
- Apartment No. 12. Hall and Kitchen windows as shown on Elevation No. 02.

7. Notwithstanding the above approved plans, windows and doors within the retained building shall be repaired wherever possible (or accurately replicated) in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details, be completed before first occupation and be retained for the lifetime of the development

Reason:-
In the interests of securing a high quality development that enhances the character and appearance of the Conservation Area and the setting on nearby listed buildings.

8. The development hereby permitted shall not be commenced until details have been submitted to and approved in writing by the Local Planning Authority indicating all road construction, street lighting, drainage including longitudinal sections and a satisfactory means of draining roads to an acceptable outfall to SUDS principles which shall thereafter be constructed in accordance with the approved drawings prior to first occupation of the properties hereby approved.
Reason:-
In the interests of highway safety.

9. Notwithstanding the above approved plans and before the development is brought into use all access drives shall be constructed with drainage interceptors which shall be sited across the accesses immediately rear of the highway boundary, which shall be connected to Soakaway or other approved Surface Water Drainage System and be maintained in full operational order for the life of the development.
Reason:-
In the interests of highway safety.

10. Prior to the commencement of works on site, a Construction Method Statement and Access Site Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The statement shall be adhered to throughout the construction period and shall provide for:

(i) The Routing of all site traffic.
(ii) The Parking of vehicles of site operatives and visitors.
(iii) The Loading and unloading of Plant and Materials.
(iv) Storage of Plant and materials for the construction of the development.
(v) Wheel Washing facilities.
(vi) Measures to control the emission of dust and dirt during the construction.
(vii) A scheme for recycling/disposal of waste and rubble resulting from demolition/construction works.

The plan shall thereafter be implemented as approved
Reason:-
In the interests of highway safety.

11. The development hereby permitted shall not be commenced until the detailed design of the following off site highway works, generally in line with approved drawing 2263-100D but to adoptable standards, have been submitted to and approved in writing by the Local Planning Authority:

- access off Bank Street to include adequate offsets from existing boundaries;
- revisions to Meadow Drive turning head including boundary details;
- emergency access from Meadow Drive to the proposed development;
- means to discourage/prevent through access from Meadow Drive to Bank Street and vice versa, including a method of screening/protecting number 10 Meadow Drive from vehicular headlights leaving the site.

Reason:-
In the interests of highway safety.

12. The off-site highway works shall thereafter be constructed in accordance with the approved details prior to the residential development being commenced.
Reason:-
In the interests of highway safety.

13. Before the proposed development is commenced, details of measures to secure the rectification of any damage to the highway during site construction works shall be submitted to and approved in writing by the Local Planning Authority. The rectification works shall be completed prior to first occupation of the development.
Reason
In the interests of highway safety.

14. The development hereby permitted shall not be brought into use until the access, parking, servicing and turning areas have been provided in accordance with the approved plans.
Reason:-
In the interests of highway safety.

15. Notwithstanding any details shown on the approved plans no development shall be commenced until revised access details indicating the following have been submitted to and approved in writing by the Local Planning Authority:

- a minimum offset of 0.5m from the boundary wall of number 21 Bank Street.

The access shall thereafter be carried out in accordance with the approved details and be completed prior to first occupation.
Reason:-
In the interests of highway safety.

16. There shall be no removal of any trees, shrubs or hedgerows during the bird nesting season (March to August inclusive), unless it has been demonstrated and accepted in writing by the Local Planning Authority that this is appropriate and in this case only following careful inspection by a competent person to establish that such trees, shrubs or hedgerow are not in active use by nesting birds.
Reason:-
In the interests of protected species.

17. Before the commencement of development (including any demolition, site clearance and stripping) temporary protective fencing and advisory notices for the protection of the existing trees to be retained shall be erected in accordance with guidance in British Standard 5837:2012 *Trees in Relation to Design, Demolition and Construction – Recommendations*, and shall be retained in position for the duration of the period that development takes place. Within the fenced areas there shall be no excavation, changes in ground levels, passage of vehicles, storage of materials, equipment or site huts, tipping of chemicals, waste or cement, or lighting of fires unless otherwise agreed in writing by the Local Planning Authority.
Reason:-
In the interests of trees to be retained.

18. The planting plan shown on Brain Evans Landscape Design Studio Ltd Tree Plan Drg. No. 105-14-01 Rev B and Planting Plan Drg No. 105-14-02 Rev A, shall be fully implemented before the end of the first available dormant season (November to February inclusive) following completion of the development hereby approved. The trees, shrubs and grass planted in accordance with this landscaping scheme shall be properly maintained for a period of 5 years following planting. Any plants which within this period are damaged, become diseased, die, are removed or otherwise fail to establish shall be replaced during the next suitable season.

Reason:-

In the interests of visual amenity.

19. None of the dwellings hereby approved shall be occupied until the areas of incidental open space (identified on the approved plans to the side of plot 13 and to the front of plots 17 and 18) have been provided and laid out in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. Such details should include the future maintenance of the open space. The incidental open spaces shall thereafter be provided and maintained in accordance with the approved details for the lifetime of the development.

Reason:-

To ensure the provision and maintenance of incidental open space on the site in the interests of enhancing the appearance of the development.

20. Before on-site conversion work begins in relation to building 1A (part of the Bank Street building) as identified within the submitted Ecological Appraisal, Report No. P90.T109.14 (25th July 2014) a scheme of mitigation and compensation measures to include seasonal restrictions on timing of works and provision of bat roost sites within the development, drawn up in accordance with any requirements imposed under a licence from Natural England for work affecting European Protected species, shall be implemented and the details notified to the Local Planning Authority.

Reason:

To ensure appropriate safeguard to the population of European Protected Species.

21. Prior to the commencement of development on site, a scheme detailing the form and locations within the development, of measures to provide for nesting Blackbirds, Robins, Wrens and Swifts shall be submitted to and approved in writing by the Local Planning Authority for approval and shall be implemented in accordance with the approved details prior to first occupation of the building. The development shall be retained for the lifetime of the development.

Reason:

To ensure appropriate steps are incorporated to achieve sustainable development without loss to biodiversity.

22. Work on site affecting buildings other than 1A (part of the Bank Street building) as identified within the submitted Ecological Appraisal, Report No. P90.T109.14 (25th July 2014) shall be undertaken in accordance with the Working Method Statement contained at Appendix G to the submitted Ecological Appraisal (P90.T109.14).

Reason:

To ensure appropriate safeguard to the population of European Protected Species.

23. Before any work is undertaken involving pruning or felling of tree T3 (Weeping Willow) the appropriate 'Reasonable Avoidance Measures' with respect to trees as set out in the submitted Ecological Appraisal (P90.T109.14) at page 31 shall be followed.
Reason:
To ensure appropriate safeguard to the population of European Protected.

24. Prior to the commencement of the development hereby permitted, a written scheme of archaeological investigation (The Scheme) shall be submitted for the written approval of the Local Planning Authority. The Scheme shall provide details of the programme of archaeological works to be carried out within the site, including post-excavation reporting and appropriate publication and interpretation. The Scheme shall thereafter be implemented in full in accordance with the approved details.
Reason:-
In the interests of archaeology.

25. Unless prior permission has been obtained in writing from the Local Planning Authority, all noisy activities shall be restricted to the following times of operations.
_ 08:00 - 18:00 hours (Monday to Friday);
_ 08:00 - 13:00 hours (Saturday)
_ No working is permitted on Sundays or Bank Holidays.

In this instance a noisy activity is defined as any activity (for instance, but not restricted to, building construction/demolition operations, refurbishing and landscaping) which generates noise that is audible at the site boundary.
Reason:-
To avoid the risk of disturbance to neighbouring dwellings from noise during unsocial hours.

26. No top soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development. A suitable methodology for testing this material should be submitted to and agreed in writing by the Local Planning Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and validatory evidence submitted to and approved in writing to by 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.

27. In the event that contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the Local Planning Authority. Development should not commence further until an initial investigation and risk assessment has been completed in accordance with a scheme to be agreed in writing by the Local Planning Authority to assess the nature and extent of any contamination on the site. If the initial site risk assessment indicates that potential risks exists to any identified receptors, development shall not commence until 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 has been prepared, 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

28. Any waste material associated with the demolition or construction shall not be burnt on site but shall be kept securely for removal to prevent escape into the environment.

Reason:-

To protect the amenities of the area.

29. Prior to the commencement of development on the site, an updated contamination site risk assessment shall be undertaken in accordance with a scheme to be agreed in writing by the Local Planning Authority, to assess the nature and extent of the contamination on the site. Once completed, a written report of the findings and recommendations shall be submitted and approved in writing by the Local Planning Authority. If the updated site risk assessment confirms that potential risks exist, development shall not commence until a detailed remediation strategy to bring the site to a condition suitable for the intended use has been prepared, and is subject to the approval in writing by the Local Planning Authority. Prior to bringing the development into first use, a validation report demonstrating completion of the works set out in the approved remediation strategy shall be submitted to and approved in writing by 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.

30. Development shall not commence until a scheme for protecting proposed residential units 15-22 and the apartments contained within 5-7 Bank Street from internal and external noise (as identified on the above approved plans) has been submitted to, and approved in writing by the Local Planning Authority. The submitted scheme shall have due regard for the British Standard 8233:2014 Guidance on Sound Insulation for Buildings, and be designed to achieve noise levels of less than 35 dB LAeq in bedrooms, less than 40 dBLAeq in living areas and less than 55 dB Laeq in outdoor living areas.

Reason:-

To protect occupiers from noise and safeguard their residential amenities

31. The development hereby permitted shall not commence until drainage plans for the disposal of surface water and foul sewage have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in full accordance with the approved details before the development is first brought into use.

Reason:-

To ensure that the development is provided with a satisfactory means of drainage as well as to reduce the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution.

Informatives

1. This consent will require approval under Section 7 of the Staffordshire Act 1983 and will require a Section 38 of the Highways Act 1980. Please contact Staffordshire County Council to ensure that approvals and agreements are secured before commencement of works.

2. The condition requiring off-site highway works shall require a Major Works Agreement with Staffordshire County Council and the applicant is therefore requested to contact Staffordshire County Council in respect of securing the Agreement. The link below provides a further link to a Major Works Information Pack and an application form for the Major Works Agreement. Please complete and send to the address indicated on the application form which is Staffordshire County Council at Network Management Unit, Staffordshire Place 1, Wedgwood Building, Tipping Street, STAFFORD, Staffordshire ST16 2DH. (or email to nmu@staffordshire.gov.uk)
http://www.staffordshire.gov.uk/transport/staffshighways/licences/

3. The confirmed presence of bats using building 1A means that before the proposed work can legally begin a Protected Species Licence must be obtained from Natural England.

4. All wild birds including their nests and eggs are protected by law. It is an offence, with certain exceptions, to kill, injure or take wild birds or to take, damage, or destroy their nests or take or destroy their eggs. Site clearance and/or demolition cannot therefore take place where there are birds nesting. Typically this will be in the period mid February to mid August. As this development involves vegetation clearance and/or demolition and/or other activities which would be damaging to any nesting birds present the work should avoid the bird nesting season so far as possible. If such work is to take place in the nesting season an ecologist experienced in bird nesting habits should first be engaged to advise on and ensure that the intended work can legally take place.

5. The applicant / developer should refer to the Environment Agency's 'Groundwater Protection: Principles and Practice' (GP3) document, available from the website www.gov.uk/environment-agency. This sets out the Environment Agency's position on a wide range of activities and developments, including:

- Storage of pollutants and hazardous substances
- Solid waste management
- Discharge of liquid effluents into the ground (including site drainage)
- Management of groundwater resources
- Land contamination
- Ground source heat pumps

All precaution must be taken to avoid discharges and spills to ground both during and after construction. For advice on pollution prevention measures, the applicant should refer to guidance available on (www.gov.uk/environment-agency).

6. Please be aware that the responsibility for safe development and secure occupancy of the site rests with the developer.

– A Demolition or refurbishment asbestos survey and risk assessment should be carried out prior to the demolition of the existing buildings. The enforcing authority for this type of work is the Health and Safety Executive (HSE) and it is recommended that you contact them directly to discuss their requirements: http://www.hse.gov.uk/

– Any approved noise scheme and measurements should pay due regard to British Standard BS8233: Sound insulation and noise reduction for buildings (Code of Practice) and the Building Regulations 2010 Document E or other appropriate guidance.

– Advice on controlling flies and light can be found in: Statutory Nuisance from Insects and Artificial Light (Defra 2005) available as a free download http://archive.defra.gov.uk/environment/quality/local/legislation/cnea/documents/statnuisance.pdf

– During any demolition and construction activities (including landscaping) the contractor should take all reasonable steps to prevent dust formation and prevent any dust formed from leaving the site boundary.

– The control of dust and emissions from construction and demolition Best Practice Guidance, produced by the greater London councils http://www.london.gov.uk/sites/default/files/BPGcontrolofdustandemissions.pdf

– Building Research Establishment Guidance Document 'Control of Dust from Construction and Demolition Activities' (BR456)

– If required, contamination risk assessments shall be carried out in accordance with UK policy and with the procedural guidance relating to the contaminated land regime,

– Submission of reports should also be made to the Environment Agency for comment with regard to their remit to protect ground and surface waters from pollution and their obligations relating to contaminated land.

– The Local Planning Authority will determine the acceptability of reports on the basis of the information made available to it. Please be aware that should a risk of harm from contamination remain post development, where the applicant had prior knowledge of the contamination, the applicant is likely to be liable under Part II (a) of the Environmental Protection Act 1990 and as such become and "appropriate person". In this event the applicant will be lawfully responsible to remove the risk posed by the contamination.

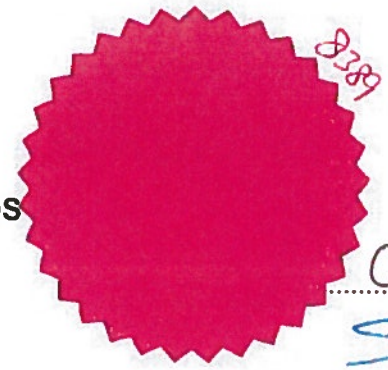
– Equally if during any site works a pathway for any contaminant on site is created and humans, waters, property or ecological systems are exposed to this, the applicant or those acting on behalf of the applicant will be liable under part II (a) of the Environmental Protection Act 1990 if the risks are not adequately addressed during the site redevelopment.

– During investigation and remediation works the applicant and those acting on behalf of the applicant must ensure that site workers, public property and the environment are protected against noise, dust, odour and fumes.

– The applicant is advised that should there be a requirement as part of the Remediation Strategy to treat, reuse or remove contaminated material on the site, the Environment Agency must be consulted, as these activities may need to be licensed or permitted. Contaminated materials identified for removal off site must be disposed of in an appropriately licensed landfill site.

– Staffordshire Moorlands District Council is keen to liaise with all stakeholders involved in this application. As such, we recommend that a proposed scope of works is forwarded to the Environmental Protection Department and agreed in principle prior to site investigation works being undertaken. The Environmental Protection Department is also prepared to review draft copies of reports prior to final submission to the Planning Department in order to ensure that works undertaken are sufficient to discharge the contaminated land conditions.

THE COMMON SEAL of STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL was affixed in the presence of:



CHAIRMAN - .....

CHIEF EXECUTIVE - .....

SIGNED as a DEED by BRIAN HARVEY STODDARD

in the presence of: .....

Witness' Signature: G. D. Bettany
Witness' Name: GILLIAN DAWN BETTANY
Witness' Address: 46 HAWTHORNDEN AVENUE
UTTOXETER STAFFS ST14 7NZ

SIGNED as a DEED by NANCY STODDARD

in the presence of: N. Stoddard .....

Witness' Signature: G. D. Bettany
Witness' Name: GILLIAN DAWN BETTANY
Witness' Address: 46 HAWTHORNDEN AVENUE
UTTOXETER STAFFS ST14 7NZ