

Dated 13<sup>th</sup> March 2014

**Story Homes Limited**

To

**Copeland Borough Council**

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**Unilateral Undertaking**

of planning and other obligations made under Section  
106 of the Town and Country Planning Act 1990  
relating to land west of High Road, Whitehaven

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This Agreement is made the 13<sup>th</sup> day of March 2014

**By**

1. **STORY HOMES LIMITED** (Company Registration Number: 02275441) whose registered office is at Burgh Road Industrial Estate, Carlisle, Cumbria CA2 7NA ("**the Owner**");

**TO**

2. **COPELAND BOROUGH COUNCIL** of The Copeland, Catherine Street, Whitehaven, Cumbria CA28 7SJ ("**the Council**")

**Whereas**

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. The Owner is the freehold owner of the Site registered at the Land Registry under title numbers CU247484 and CU255656.
- C. The Owner has submitted the Application to the Council and enters into this Deed in order to secure the planning obligations contained in this Deed.
- D. The Council resolved on 11 December 2013 to grant the Planning Permission subject to the prior completion of this Deed.
- E. The Owner enters into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and its successors in title.

**Now this Deed witnesses as follows:**

**1. Definitions**

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

**"Accident Remedial Measures Highway Contribution"** the payment of £35,000 (thirty five thousand pounds) as a contribution towards accident remedial measures at the junction of St Bees Road and Mirehouse Road;

**"Act"** the Town and Country Planning Act 1990;

**"Affordable Housing"** housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing);

**"Affordable Housing Contribution"** means the following:

$$£289,744/A \times B$$

where A is the Index for the month preceding the date of this Deed

and B is the Index for the month preceding the date of payment

**"Affordable Housing Units"** those Dwellings to be provided as Affordable Housing which are nominated by the Owner in accordance with paragraph 3.1 of the Second Schedule as being Dwellings which shall be Disposed of at the Affordable Price in accordance with paragraph 3.4 of the Second Schedule save that the total cost to the Owner of providing the Affordable Housing Units (in

the sense of the total discount from Open Market Value of the Affordable Housing Units) shall be no greater than the Affordable Housing Contribution;

**"Affordable Price"**

(a) on the first Disposal of each Affordable Housing Unit a price which is not more than a specified percentage discount (which is agreed between the Council and the Owner) of the Open Market Value of the Affordable Housing Unit (whether expressed as a fixed amount or percentage) which value shall be notified by the Owner to the Council in the Notice of Sales Release Date;

(b) on each and every subsequent Disposal of the Affordable Housing Unit a price which is not more than a specified percentage discount (which is agreed between the Council and the Owner) of the Open Market Value of the Affordable Housing Unit (whether expressed as a fixed amount or a percentage);

**"Application"**

a hybrid planning application consisting of an application for outline planning permission for the erection of 431 (approx) dwellings, land reserved for primary school and associated ancillary open space and infrastructure and approval in full of 139 dwellings to the south of the Site with access, pedestrian bridge, SUDS features and associated open spaces and

	infrastructure for the Development validated by the Council on 14 <sup>th</sup> June 2013 and allocated reference number 4/13/2235/001;
<b>"Base Rate"</b>	the base rate from time to time of the Co-Operative Bank;
<b>"Bus Service"</b>	the bus service to be provided to the Site by a bus service operator at a 30 minute day time frequency. The details of such service to be agreed between the Owner, the Council and the bus operator;
<b>"Bus Service Contribution"</b>	an annual payment of £108,000 per annum for five years towards subsidising the Bus Service
<b>"Commencement of Development"</b>	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
<b>"County Council"</b>	means Cumbria County Council of the Courts, Carlisle, Cumbria CA3 8LZ

<b>"Default Interest Rate"</b>	2% per annum above the Base Rate;
<b>"Development"</b>	the development of the Site for the purposes set out in the Application;
<b>"Disposal"</b>	the sale or transfer of the freehold or the grant of a lease underlease or tenancy or the assignment of a lease underlease or tenancy and "Dispose" shall be construed accordingly and for the sake of clarity the terms Disposal and Dispose shall not include the creation of mortgages or charges;
<b>"District"</b>	the administrative area of the Council;
<b>"Dwelling"</b>	a unit of residential accommodation to be constructed pursuant to the Planning Permission;
<b>"Education Contribution"</b>	<p>the sum calculated using the following formula</p> $(\pounds 12,051 \times A/190 \times 122)$ <p>where A is the Pubsec Index at the date of payment.</p> <p>Such Education Contribution to be applied solely for the purposes of a School on the School Land or the Reduced School Land;</p>
<b>"First Bus Service Contribution Date"</b>	the date of the Occupation of the 50 <sup>th</sup> Dwelling to be constructed on the Site pursuant to the Planning Permission ;
<b>"First Lease"</b>	a lease of the School Land granted by the Owner for a term of 99 years for a premium of £1 (one pound) at nil annual rent;

<b>"Fifth Bus Service Contribution Date"</b>	the date being the fourth anniversary of the First Bus Service Contribution Date;
<b>"Fourth Bus Service Contribution Date"</b>	the date being the third anniversary of the First Bus Service Contribution Date;
<b>"Housing Need"</b>	<p>a situation where in the opinion of the Council a person or household (as defined in Section 113 Housing Act 1985):</p> <ul style="list-style-type: none"> <li>(a) needs to move from accommodation which is in disrepair, shared, temporary or overcrowded;</li> <li>(b) need to be rehoused as a result leaving tied accommodation;</li> <li>(c) is or includes an elderly or disabled person who needs to move due to medical conditions;</li> <li>(d) needs to move due to special circumstances as determined by the Council's housing allocation policy; or</li> <li>(e) does not have available to them and cannot afford to buy or rent suitable accommodation at Open Market Value or market rent prevailing within the District</li> </ul>
<b>"Index"</b>	means the Land Registry House Price Index for the County of Cumbria
<b>"Junction Works Contribution"</b>	the payment of £41,136.00 (forty one thousand one hundred and thirty six

	pounds) as a contribution towards junction improvement measures at Ginns/Coach Road and Meadow View/Ginns to Kells Road;
<b>"Local Housing Authority"</b>	shall have the meaning set out in Section 1 of the Housing Act 1985 (as amended);
<b>"Local Plan"</b>	means the Standards for New Residential Developments Core Strategy (DM12) and Development Management Policies (DPD)
<b>"Low Cost Housing Scheme"</b>	the scheme administered by the Council which facilitates low cost home ownership for those who can demonstrate that they are unable to afford to purchase a property at the Open Market Value;
<b>"Management Company"</b>	means a charitable or non profit making body constituted for the purpose of maintaining open spaces for public access and/or recreation;
<b>"Notice of Sales Release Date"</b>	written notification given by the Owner to <b>the Council's Director of Economic Growth or in the event of that post no longer existing the Council's designated Head of Paid Service</b> of the date upon which it proposes to release the Affordable Housing Unit for Disposal and of which not less than 6 (six) weeks notice shall be given;
<b>"Occupation" and "Occupied"</b>	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

occupation in relation to security operations and "Occupy and Occupied" shall be construed accordingly;

**"Open Market Dwellings"**

those dwellings which do not form part of the Affordable Housing;

**"Open Market Value"**

the best price to be determined not more than six months before the Disposal of the Affordable Housing Unit and which could reasonably be expected on the Disposal of the Affordable Housing Unit and which should be either:

(a) agreed between the parties acting reasonably; or

(b) in the absence of agreement as to the best price within four weeks of one party proposing a figure to the other shall be the best price as determined by a chartered member of the Royal Institute of Chartered Surveyors agreed between the parties at which a Disposal of the interest in an Affordable Housing Unit might reasonably be expected to have been completed unconditionally for cash consideration on the date of valuation assuming:

- i. a willing seller and buyer;
- ii. that prior to the date of the valuation there has been a reasonable period (having regard to the nature of the Affordable

Housing Unit and the state of the market) for the proper marketing of the interest for the agreement of price and terms and for completion of the Disposal;

- iii. that the state of the market level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation;
- iv. that an independent valuation is carried out on the marketing of the property as new build;
- v. that any extras such as higher specification fittings are disregarded when the property is first marketed as new build;
- vi. that any restrictions imposed upon the Affordable Housing Units in or by reason of this Agreement are disregarded; and
- vii. that an independent valuation is carried out not more than 6 (six) months prior to the Disposal of the Affordable Housing Unit.

**"Open Space"**

the open space and sustainable drainage to be provided as part of the Development in Phases in accordance with the requirements of policy Sustainable Development Standards – Core Strategy (DM11) and Development Management Policies (DPD of the Local Plan and shown

for indicative purposes only coloured green on on Plan 3 ;

**"Open Space Completion Notice"** a notice(s) to be served by the Owner on the Council confirming that the Open Space for a Phase has been Substantially Completed;

**"Open Space Final Certificate"** the written confirmation of the Council that the Open Space set out in the Open Space Completion Notice is in accordance with the approved Open Space Management Scheme;

**"Open Space Management Scheme"** means a written scheme setting out the proposals for the provision of and implementation of ongoing maintenance and management of Open Space (which for the avoidance of doubt can be provided in Phases) and such scheme shall include (save where such matters are dealt with adequately by a condition or conditions within the Planning Permission):

(a) the specification for the Open Space;

(b) the date or other means of determining the commencement of the laying out of the Open Space;

(c) the period required to complete the laying out of the Open Space;

(d) the projected schedule of maintenance outlining the details of the future maintenance of the Open Space after completion; and

	(e) the identity of the Management Company.
<b>"Phase"</b>	each of the phases numbered 1 to 10 as identified on Plan 4;
<b>"Plan"</b>	the plan attached at the First Schedule of this Deed;
<b>"Plan 2"</b>	the plan attached at the Third Schedule of this Deed;
<b>"Plan 3"</b>	the plan attached at the Fourth Schedule of this Deed;
<b>"Plan 4"</b>	the plan attached at the Fifth Schedule of this Deed;
<b>"Planning Permission"</b>	the hybrid planning permission to be granted by the Council pursuant to the Application in substantially the same form as that appended to this Agreement at Appendix 1;
<b>"Qualifying Person"</b>	a person who <ul style="list-style-type: none"> <li>(a) has a Housing Need; and</li> <li>(b) has local connections which shall be conclusively presumed in the case of a person who; <ul style="list-style-type: none"> <li>i. was born in the Parish of Whitehaven;</li> <li>ii. has lived in the Parish of Whitehaven or any of the parishes in the District (as the case may be) for a continuous period of at least</li> </ul> </li> </ul>

3 (three) years up to and including the date on which a Disposal is agreed, subject to contract, of an Affordable Housing Unit;

iii. has worked in the Parish of Whitehaven or any of the parishes in the District (as the case may be) for a continuous period of at least 3 (three) years up to and including the date on which a Disposal is agreed, subject to contract, of an Affordable Housing Unit;

iv. is by blood or marriage a member of the family (as defined in Section 113 of the Housing Act 1985) of a person who fall or (in the case of any such relationship to a deceased person) would if such person were living fall within the above categories;

v. has an offer of employment in the Parish of Whitehaven or any of the parishes located in the District (as the case may be) which is of a permanent nature;

vi. has any other reason for living in any of the wards located in the Parish of Whitehaven or any of the

parishes located in the District (as the case may be) which is approved by the Council; or

- vii. has registered an interest in living in the Parish of Whitehaven or in any of the parishes located in the District (as the case may be) and is on the housing register maintained by the Local Housing Authority and/or any Registered Provider operating in the District;

**"Reduced School Land"**

an area of land being no more than 1.2 hectares (2.96 acres) in size which is to be reserved within the Site for a single form entry School (measured against the criteria in DB99) and which is within the boundary of the School Land.

**"Registered Provider"**

means any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register;

**"Second Bus Service Contribution Date"**

the date being the first anniversary of the First Bus Service Contribution Date;

**"Second Lease"**

a lease of the Reduced School Land granted by the Owner for a term of 99 years for a premium of £1 (one pound) at nil annual rent;

<b>"School"</b>	a primary school to be provided on the School Land or the Reduced School Land in accordance with the standards set out in Building Bulletin 99: Briefing Framework for Primary Schools Projects (2 <sup>nd</sup> Edition) prepared by the Department for Education and published by the Stationary Office on 23 <sup>rd</sup> November 2009 or any subsequent editions or successors in title to that publication published either by the Department for Education or its successor.
<b>"School Hours"</b>	the hours between 08:00 – 17:00 excluding weekends and public holidays;
<b>"School Land"</b>	an area of land being no more than 2 (two) hectares (4.94 acres) in size which is to be reserved within the Site for a two form entry School (measured against the criteria in DB99) and which is shown for indicative purposes only shown hatched red on Plan 2 or such other area of land within the Site as may be agreed between the Owner and the Council (in consultation with the County Council or the School Provider) prior to the First Lease being granted of the School Land to the County Council or the School Provider and subject always to the provisions of this Deed
<b>"School Provider"</b>	a provider of education other than the County Council;
<b>"Site"</b>	the land against which this Deed may be enforced as shown edged red on the Plan and identified in the First Schedule;

<b>"Substantially Completed"</b>	means completed save in very minor respects so that the relevant works can be used for the purpose and operate in the manner in which they were designed and "Substantial Completion" shall be construed accordingly;
<b>"Third Bus Service Contribution Date"</b>	the date being the second anniversary of the First Bus Service Contribution Date;
<b>"Travel Plan"</b>	the Framework Travel Plan submitted with the Application prepared by i-Transport LLP and dated 24 <sup>th</sup> September 2013 ref SEE/JT/elc/ITM7059 004B R;
<b>"Travel Plan Monitoring Fee"</b>	the sum of £14,520.00 (fourteen thousand five hundred and twenty pounds) as a contribution towards the Council's fees in monitoring the implementation of the Travel Plan;

**2. Construction of this Deed**

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.

- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.
- 2.8. Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

### **3. Legal Basis**

- 3.1. This Deed is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of section 106 of the Act and the Local Government Act
- 3.2. Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

### **4. Conditionality**

- 4.1. This Deed is conditional upon:
  - 4.1.1. the grant of the Planning Permission; and
  - 4.1.2. the Commencement of Development

save for the provisions of paragraph 6.1 which shall come into effect immediately upon completion of this Deed.

**5. The Owner Covenants**

The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations in this Deed including those obligations set out in the Second Schedule and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein.

**6. Fees**

6.1. The Owner shall pay to the Council on completion of this Deed the sum of £500.00 (five hundred pounds) incurred in the negotiation, preparation and execution of this Deed.

**7. Local Land Charge**

7.1. This Deed shall be registrable as a local land charge.

**8. Termination of this Deed**

8.1. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

**9. The Contracts Act**

9.1. Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

**10. Liabilities**

10.1. No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with all or part of its interest in the

Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

10.2. This Deed shall not be enforceable against:

10.2.1. any owner, occupier, tenant or mortgagee of an Open Market Dwelling or the successors in title of such person or mortgagee of any person deriving title therefrom;

10.2.2. any owner, occupier, tenant or mortgagee of an Affordable Housing Unit or the successors in title of such person or mortgagee or any person deriving title therefrom save as provided in paragraph 3.15 of the Second Schedule;

10.2.3. any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

## **11. Council's Powers**

11.1. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

## **12. Change in Ownership**

12.1. The Owner shall give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan (save that this clause shall not relate to the sale of a Dwelling constructed pursuant to the Planning Permission or the transfer of any part of the Site to a statutory undertaker).

**13. VAT**

- 13.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

**14. Dispute Provisions**

- 14.1. In the event of any dispute or difference arising between the Owner or the Council in relation to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error
- 14.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by the Owner to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs
- 14.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 14.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification

of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

**15. Interest**

15.1. If any payment due under this Deed is paid late Interest at the Default Interest Rate will be payable from the date payment is due to the date of payment.

**16. Jurisdiction**

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

**IN WITNESS** whereof the Owner has executed this Deed on the day and year first before written.

**First Schedule**

**Description of the Site**

The land west of High Road, Whitehaven as shown for identification purposes only shown edged red on the Plan



## **Second Schedule**

### **The Owner's Covenants with the Council**

#### **1. Highways Contributions**

- 1.1. To pay the Accident Remedial Measures Highway Contribution to the Council prior to Occupation of the 31<sup>st</sup> Dwelling to be constructed on the Site pursuant to the Planning Permission;
- 1.2. To pay the Junction Works Contribution to the Council prior to Occupation of the 31<sup>st</sup> Dwelling to be constructed on the Site pursuant to the Planning Permission;
- 1.3. To pay the Travel Plan Monitoring Fee to the Council prior to Occupation of the 31<sup>st</sup> Dwelling to be constructed on the Site pursuant to the Planning Permission
- 1.4. To pay to the Council the first instalment of the Bus Service Contribution on the First Bus Service Contribution Date;
- 1.5. To pay to the Council the second instalment of the Bus Service Contribution on the Second Bus Service Contribution Date;
- 1.6. To pay to the Council the third instalment of the Bus Service Contribution on the Third Bus Service Contribution Date;
- 1.7. To pay to the Council the fourth instalment of the Bus Service Contribution on the Fourth Bus Service Contribution Date; and
- 1.8. To pay to the Council the fifth and final instalment of the Bus Service Contribution on the Fifth Bus Service Contribution Date.

#### **2. Open Space**

- 2.1. Prior to the Occupation of the first Dwelling to be constructed on the Site pursuant to the Planning Permission, to submit and obtain the Council's written approval to the Open Space Management Scheme. If such approval is not provided within 7

(seven) working days, the Open Space Management Scheme shall be deemed approved by the Council.

- 2.2. To lay out the Open Space in accordance with the approved Open Space Management Scheme.
- 2.3. To serve the Open Space Completion Notice upon the Council upon the Substantial Completion of each area of Open Space.
- 2.4. To carry out reasonable additional works to the Open Space to enable the Council to issue the Open Space Final Certificate as may be required by the Council pursuant to paragraph 2.5 below and such additional works shall be completed to the Council's reasonable satisfaction provided that if the Council has not responded to the Open Space Completion Notice within 7 (seven) working days of receipt the Open Space Final Certificate shall be deemed to have been issued in respect of that Open Space Completion Notice and it shall be deemed that no additional works are required by the Council in accordance with this Paragraph 2.4.
- 2.5. Following the issue of the Open Space Final Certificate the Owner shall transfer the Open Space to a Management Company and the provisions of this paragraph 2.5 shall take effect:
  - 2.5.1. upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the relevant Open Space in accordance with the terms of the approved Open Space Management Scheme;
  - 2.5.2. In the event that the Management Company (which for the purposes of this paragraph 2.5.2 below shall be deemed to include the Owner in the event the Management Company either does not exist or the transfer of Open Space to it has not completed) fails to comply with the objectives of the covenant referred to in paragraph 2.5.1 above the Council may serve notice on the Management Company detailing any works which it considers to be reasonably required in accordance with the Open Space Management Scheme and giving to the Management Company the required notice as will be set out in the relevant projected maintenance schedule in the Open Space Management Scheme which shall be at least 2 (two) weeks and s if the Management Company fails to comply

with such notice within 2 (two) weeks of receipt of it then the Council may access the Open Space with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Management Company;

### 3. **Affordable Housing**

- 3.1. Prior to the Occupation of the 100<sup>th</sup>, 200<sup>th</sup>, 300<sup>th</sup>, 400<sup>th</sup> and 500<sup>th</sup> Dwellings to be constructed on the Site pursuant to the Planning Permission the Owner shall submit to the Council a statement identifying the Affordable Housing Units to be constructed within that Phase;
- 3.2. Prior to the Occupation of the 150<sup>th</sup>, 250<sup>th</sup>, 350<sup>th</sup>, 450<sup>th</sup> and 550<sup>th</sup> Dwelling to be constructed on the Site pursuant to the Planning Permission the relevant Affordable Housing Units in that Phase (if any) (as determined pursuant to 3.1 above) shall be constructed and made ready for Occupation by a Qualifying Person;
- 3.3. If following the submission of the final Affordable Housing statement pursuant to paragraph 3.1 above the cost to the Owner of providing the Affordable Housing Units has not reached the amount of the Affordable Housing Contribution then the Owner shall pay within one month to the Council any balancing payment to make up the difference so that the cost to the Owner of providing the Affordable Housing Units equates to the amount of the Affordable Housing Contribution;
- 3.4. The Affordable Housing Units shall be Disposed of to persons at least one of whom is a Qualifying Person in the Parish of Whitehaven such persons to be approved by the Council in accordance with the Low Cost Housing Scheme within 7 (seven) working days of the Owner serving written notice to the Council of the details of such persons PROVIDED THAT the Council is not obliged to nominate such persons whose details have been served by the Owner in accordance with this paragraph and may nominate such other persons whose details are on the Council's waiting list in accordance with the Low Cost Housing Scheme PROVIDED ALSO THAT in the event that the Council has not confirmed its approval to the Owner by the expiry of the 7 (seven) working days notice period the relevant persons will be deemed to have been approved by the Council;

- 3.5. If no Disposal pursuant to paragraph 3.4 above has been agreed, subject to contract, within 1 (one) month of the Affordable Housing Units first being offered for Disposal then the Affordable Housing Units may additionally be offered at the Affordable Price to persons at least one of whom is a Qualifying Person in respect of any of the parishes of Whitehaven, St Bees, Egremont, Weddicar, Moresby or Parton.;
- 3.6. If no Disposal pursuant to paragraph 3.4 above has been agreed, subject to contract within 2 (two) months of the Affordable Housing Units first being offered for Disposal then the Affordable Housing Unit may additionally be offered at the Affordable Price to persons at least one of whom is a Qualifying Person in respect of any of the parishes of the District;
- 3.7. The Affordable Housing Unit on a Disposal shall not be Disposed of after the date hereof for an amount exceeding the Affordable Price in accordance with the provisions of this Agreement;
- 3.8. No Disposal of the Affordable Housing Units after the date hereof shall be completed and no such Disposal shall be registered at the Land Registry unless the Council has first consented in writing to such Disposal (PROVIDED THAT if the Council has not served notice of its decision within 5 (five) working days of its consent being requested the Disposal shall be deemed to have been approved by the Council) on the first Disposal of each Affordable Housing Unit which is registerable at the Land Registry the Owner will require a restriction to be entered on the Land Registry title in the following form:
- "No disposition of the registered estate (other than a charge) by proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Copeland Borough Council that the provisions of paragraph 2 of the Second Schedule of a Deed dated [ ] and made by Story Homes Limited have been complied with or do not apply to this disposition"*
- 3.9. The terms of the Disposal of an Affordable Housing Unit to a Qualifying Person shall be no less beneficial than the terms on which the Owner at the time generally offers dwelling houses for sale on the open market;
- 3.10. The first of each and every Disposal of an Affordable Housing Unit shall provide (by way of a covenant in favour of the Owner) that each and every subsequent Disposal of the Affordable Housing Unit shall be at the Affordable Price to a

Qualifying Person in accordance with the provisions of this Agreement and that all subsequent owners of the Affordable Housing Unit shall be bound by the provisions of this Agreement;

- 3.11. The first of each and every Disposal of an Affordable Housing Unit shall provide (by way of a covenant in favour of the Owner) that all subsequent owners of the Affordable Housing Unit shall reside in it as his sole or main residence and shall not permit any other person to live in the Affordable Housing Unit (other than a person who forms part of his household) without obtaining the prior written consent of the Council;
- 3.12. The Owner shall give the Notice of Sales Release Date not less than 6 (six) weeks before the date upon which it proposes to release the Affordable Housing Units;
- 3.13. Any subsequent owner of an Affordable Housing Unit shall give written notification to the Council of his intention to sell the Affordable Housing Unit prior to it being offered for Disposal;
- 3.14. On each and every subsequent Disposal the calculation of the Affordable Price and the Open Market Value of the Affordable Housing Unit shall be submitted to the Council for approval not less than 6 (six) weeks prior to the Affordable Housing Unit being offered for Disposal, if the Council has not provided its decision to the Owner within 7 (seven) working day of the request for approval, the Disposal shall be deemed approved.
- 3.15. In the event that the Owner or any subsequent Owner of the Affordable Housing Unit shall demonstrate to the Council that the Affordable Housing Unit has been offered on the open market to Qualifying Persons for not less than 3 (three) months (and the Owner or subsequent owner shall produce a certificate in writing in respect of the sale of the Affordable Housing Unit that the Affordable Housing Unit has been on the open market for not less than 3 (three) months and that no Qualifying Person has been able to exchange contracts in respect of the purchase of the Affordable Housing Unit) or such shorter period as may be approved in writing by the Council (if the Council has not provided its decision with 7 (seven) working days, such approval to be deemed granted) then the Owner or subsequent owner shall be entitled to Dispose of the Affordable Housing Unit (on giving 10 (ten) working days notice to the Council) to a person not being a

Qualifying Person (but always subject to the Affordable Housing Units being Disposed of at the Affordable Price).

**4. Education Contribution**

4.1. To pay the Education Contribution to the Council (or as directed by the Council) in the following instalments:

4.1.1. £350,000 (three hundred and fifty thousand pounds) prior to Occupation of the 50th Dwelling to be constructed on the Site pursuant to the Planning Permission;

4.1.2. the remainder of the Education Contribution prior to Occupation of the 100<sup>th</sup> Dwelling to be constructed on the Site pursuant to the Planning Permission.

**5. School Land**

5.1. To safeguard and retain the School Land as a cleared site from the Commencement of Development until the expiry of the time periods within which the First Lease and/or Second Lease shall have been granted in accordance with the following paragraphs 5.2 to 5.6 .

5.2. The Owner shall prior to Occupation of the 50th Dwelling to be constructed on the Site pursuant to the Planning Permission offer to enter into either the First Lease of the School Land or the Second Lease of the Reduced School Land with the County Council or the School Provider (as stipulated by the Council):

5.3. Following the offer by the Owner pursuant to paragraph 5.2 above the County Council or the School Provider (as the case may be) shall have a period of five years from the date of the offer referred to in paragraph 5.2 above to confirm whether it requires either the School Land or the Reduced School Land for the purposes of constructing the School,

5.4. If the County Council or the School Provider (as the case may be) confirms that it requires the School Land or the Reduced School Land in accordance with paragraph 5.3 above then the Owner shall grant

either the First Lease or the Second Lease (as appropriate) to the County Council or the School Provider (as the case may be).

5.5. If the First Lease is granted in accordance with paragraph 5.4 above then the following shall be terms of the First Lease:

5.5.1. that the County Council or the School Provider (as the case may be) shall maintain the School Land from the date of the First Lease;

5.5.2. the School shall be constructed and completed by the County Council or the School Provider (as the case may be) on the School Land within 5 years of the date of the First Lease. In the event that the School is not constructed on the School Land within 5 (five) years from the date of the First Lease or if the development of the School has commenced in accordance with the terms of section 56 of the Act but at least 50% of the external walls to the school have not been completed to 1 metre in height within 5 years of the date of the First Lease, the First Lease shall be terminated, and the County Council or the School Provider (as the case may be) shall vacate the School Land;

5.5.3. not to permit the School Land to be used for anything other than educational purposes and the construction of the School and the use of the School Land for recreational purposes outside of School Hours (save that this use can only continue for as long as the School Land is being used for the purpose of a School).

5.6. If the Second Lease is granted in accordance with paragraph 5.4 above the following shall be terms of the Second Lease:

5.6.1.1. that the County Council or the School Provider (as the case may be) shall maintain the Reduced School Land from the date of the Second Lease;

5.6.1.2. the School shall be constructed and completed by the County Council or the School Provider (as the case may be) on the Reduced School Land within 5 years of the date of the Second Lease. In the event that the School is not constructed on the Reduced School Land within 5 (five) years from the date of the Second Lease or if the

development of the School has commenced in accordance with the terms of section 56 of the Act but at least 50% of the external walls to the school have not been completed to 1 metre in height within 5 years of the date of the Second Lease, the Second Lease shall be terminated and the County Council or the School Provider (as the case may be) shall vacate the Reduced School Land;

- 5.6.1.3. not to permit the Reduced School Land to be used for anything other than educational purposes and the construction of the School and the use of the Reduced School Land for recreational purposes outside of School Hours (save that this use can only continue for as long as the Reduced School Land is being used for the purpose of a School).


**Third Schedule**

**Plan 2**



Key Plan (Scale 1:10000)

Part Site Plan Plan (Scale 1:2000)

 Hatch denotes provisional school and adjacent POS allocation for discussion.  
(Area as indicated 2.09 Hectares)



Rhodia, Whitehaven

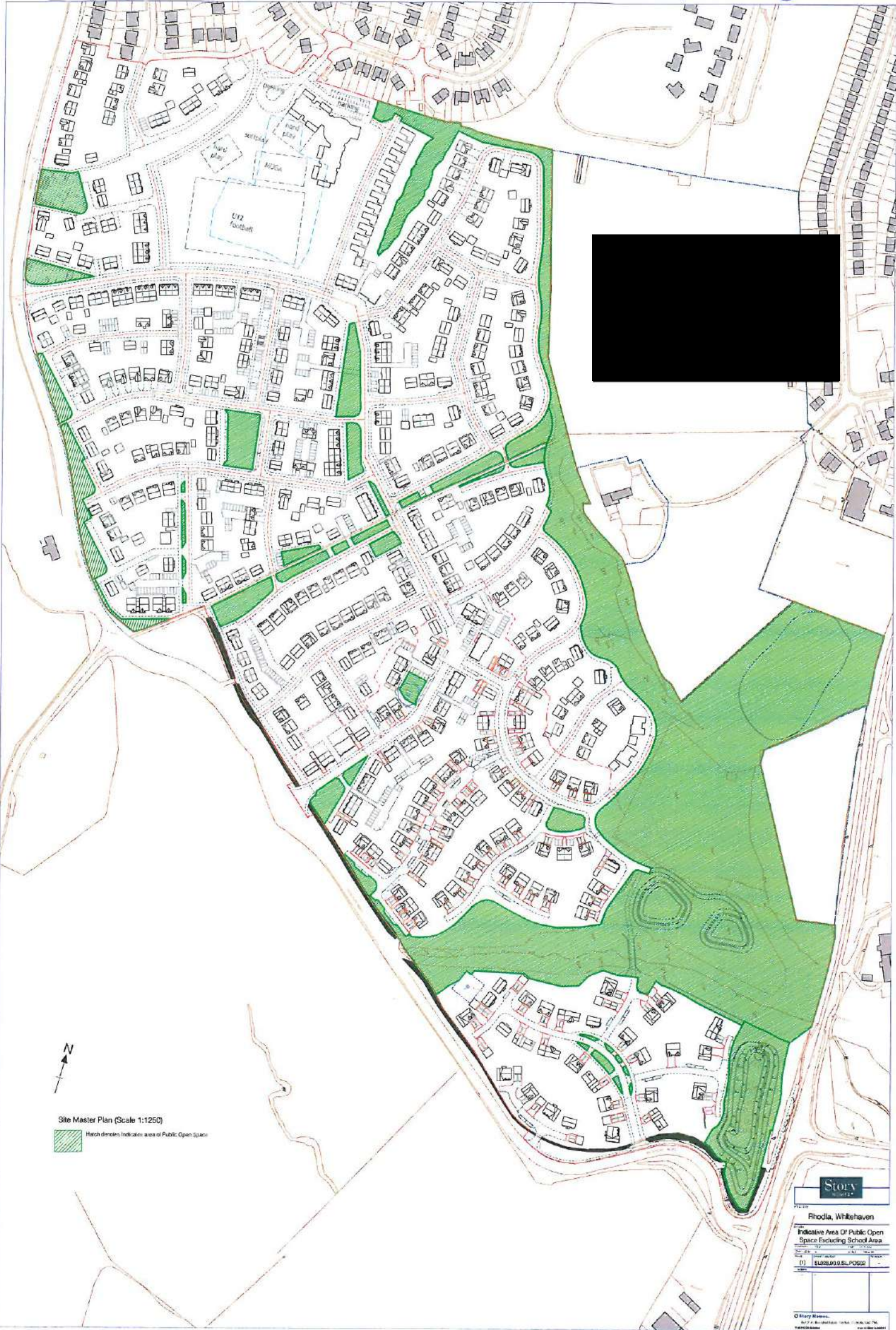
SITE LAYOUT  
Master Plan

DRAWN BY	CTM	DATE	5/14/2020
CHECKED BY		SCALE	1:2000, 1:10000
FILE	(1)	DRAWING NUMBER	SL028.90.9.SL.MP
Revises			

**PRELIMINARY**

**Fourth Schedule**

**Plan 3**



Site Master Plan (Scale 1:1250)  
Hatched denotes indicative area of Public Open Space

**STORY**  
Architects

Rhodia, Whitehaven

Indicative Area Of Public Open Space Excluding School Area

01 SUR2919 SL POS22

© Story Assets  
10/22/2024 10:10:10 AM  
10/22/2024 10:10:10 AM

**Fifth Schedule**

**Plan 4**

RAW 4

NOTES

Do not scale from this drawing. Only the dimensions on the plan should be used.

The location of any utility or structure or other feature shown on this drawing is for information only and does not constitute a guarantee of its location or depth or its existence or its absence.

Do not scale from this drawing. Only the dimensions on the plan should be used.

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Do not scale from this drawing. Only the dimensions on the plan should be used.



DEVELOPMENT PARAMETERS  
PARAMETER PLAN 6  
PHASING PLAN



pod  
PO gaigate  
Barnard Castle  
County Durham  
DL17 8ES  
Tel: 0191 285 872 1200  
Tel: 1470 004040 or 0191 285 872



South Whitehaven Masterplan

DRAWING BY: <b>PARAMETER PLAN 6</b>		DATE: 04/13
PROJECT: <b>Phasing Plan</b>		CHECKED BY: AD
CLIENT: Storify Homes	DESIGNED BY: AC	REVISIONS:
SCALE: <b>1:2000</b>	HEET NO.:	NO. OF SHEETS:
PROJECT NO.:	DRAWING NO.:	
<b>070 - STO</b>	<b>507</b>	

**Appendix 1**

**The Draft Planning Permission**



*Proud of our past. Energised for our future.*

Copeland Borough Council  
The Copeland Centre,  
Catherine Street, Whitehaven,  
Cumbria CA28 7SJ

tel: 0845 054 8600  
fax: 01946 59 83 03  
email: [info@copeland.gov.uk](mailto:info@copeland.gov.uk)  
web: [www.copeland.gov.uk](http://www.copeland.gov.uk)

Town and Country Planning Act 1990 (As amended).

4/13/2235/001

## NOTICE OF GRANT OF OUTLINE PLANNING PERMISSION

Positive Planning Solutions Ltd  
48 Helvellyn Rise  
CARLISLE  
Cumbria CA26 6QL  
FAO Miss Rachel Lightfoot

### DRAFT

This Consent is Subject to A Unilateral Undertaking Under Section 106 of the Town & Country Planning Act 1990

OUTLINE PLANNING PERMISSION FOR THE ERECTION OF 431 (APPROX) DWELLINGS, LAND RESERVED FOR PRIMARY SCHOOL & ASSOCIATED ANCILLARY OPEN SPACE & INFRASTRUCTURE AND APPROVAL IN FULL FOR MATTERS IN ASSOCIATION WITH 139 DWELLINGS TO THE SOUTH OF THE SITE WITH ACCESS, PEDESTRIAN BRIDGE, SUDS FEATURES & ASSOCIATED OPEN SPACES AND INFRASTRUCTURE  
LAND BOUND BY WOODHOUSE TO NORTH & HIGH ROAD/WILSON PIT ROAD TO WEST & SOUTH, WHITEHAVEN

Story Homes

The above application dated 14/06/2013 has been considered by the Council in pursuance of its powers under the above mentioned Act and OUTLINE PLANNING PERMISSION HAS BEEN GRANTED subject to the following conditions:

#### Time Limits

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

Reason

In order to comply with the provisions of the Town and Country Planning Act 1990.

2. In respect of the outline site only, the development permitted shall be begun either before the expiration of three years from the date of this permission or before the

expiration of two years from the date of the approval of the last of reserved matters to be approve whichever is the later.

Reason

In order to comply with the provisions of the Town and Country Planning Act 1990.

#### Reserved Matters

3. An application for approval of any of the reserved matters for the third phase shall be made to the local planning authority before the expiration of three years from the date of this permission. Applications for the approval of reserved matters for all other phases shall be made to the local planning authority by no later than 7 years from the date of this permission.

Reason

In order to comply with the provisions of the Town and Country Planning Act 1990.

4. Approval of the details of the scale, layout and external appearance of the building, means of access thereto and the landscaping of the site (called "the reserved matters") shall be obtained from the Local Planning Authority in writing before the outline element of the planning permission is commenced.

Reason

The application is partially in outline only and therefore not all details are provided beyond phases 1 and 2.

5. Any application for approval of Reserved Matters authorised shall be in accordance with the principles of the Illustrative Planning Application Masterplan and the parameters set out in the Environmental Statement, Transport Assessment, Design and Access Statement, amended Framework Travel Plan dated 24 September 2013 and the Technical Note on the Transport Assessment dated 16 September 2013 unless otherwise agreed in writing by the Local planning authority.

Reason

To ensure a comprehensive and co-coordinated development of the site and to meet 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.

#### Approved Plans

6. Permission shall relate to the following plans and documents as received on the respective dates and development shall be carried out in accordance with them:-

- Concept master plan, scale 1:2000, reference 501 Rev C
- Parameter Plan 1 site boundary, scale 1:2000. Reference 502 Rev B
- Parameter Plan 2 Proposed access points, scale 1:2000, reference 503 Rev B
- Parameter Plan 3 proposed development zones, 1:2000, reference 504 Rev B
- Parameter Plan 4 Proposed maximum heights, scale 1:2000, reference 505 Rev B
- Parameter Plan 5 proposed movement strategy, scale 1:2000. Reference 506 Rev B
- Parameter Plan 6 Phasing plan, scale 1:2000, reference 507 Rev A
- Site Location Plan, scale 1:2000, reference 508
- Statutory and Proposed PROW Plan, scale 1:2000, reference 509
- Site layout plan, scale 1:500, reference 600 Rev A
- Detailed site layout (land south of ravine), scale 1:500, reference 601 Rev H
- Detailed site layout (land north of ravine), scale 1:500, reference 602 Rev D
- Proposed elevation treatment (139 unit area), reference 603 Rev B
- Proposed boundary treatment (139 unit area), reference 604 Rev A
- Proposed street scene, scale 1:150, reference 605 Rev A
- Proposed 3D pictorial views, reference 700
- Proposed 3D aerial oblique views, reference 701
- Proposed 3D aerial oblique Views 2, reference 702
- ARU-Booklet ARUNDEL, scale 1:100
- BAL-Booklet BALMORAL, scale 1:100
- BOS-Booklet BOSTON, scale 1:100
- CHE-Booklet CHESTER, scale 1:100
- EPS-Booklet EPSOM, scale 1:100

- GRE-Booklet GREENWICH, scale 1:100
- GUI-Booklet GUILDFORD, scale 1:100
- HAR-Booklet HARROW, scale 1:100
- HAS-Booklet HASTINGS, scale 1:100
- HEN-Booklet HENLEY, scale 1:100
- KIN-Booklet KINGSTON, scale 1:100
- MAL-Booklet MALBOROUGH, scale 1:100
- RIC-Booklet RICHMOND, scale 1:100
- SAL-Booklet SALISBURY, scale 1:100
- TAU-Booklet TAUNTON, scale 1:100
- T1-Booklet TERRACE BLOCK 1, scale 1:100, drawing number SLO28-T1
- T2-Booklet TERRACE BLOCK 2, scale 1:100, drawing number SLO28-T2
- T3-Booklet TERRACE BLOCK 3, scale 1:100, drawing number SLO28-T3
- WAR-Booklet WARWICK, scale 1:100
- WES-Booklet WESTMINSTER, scale 1:100
- YOR-Booklet YORK, scale 1:100
- CON-Booklet CONSERVATORY
- Garage Booklet GARAGE
- DBD-Booklet BOUNDARY DETAILS
- DEVELOPMENT PLOT SCHEDULE, reference SLO28-D.P.S
- Topographical Survey 1 OF 2, scale 1:500, drawing number SLO28.90.9.SL.TP01
- Topographical Survey 2 OF 2, scale 1:500, drawing number SLO28.90.9.SL.TP02
- Externals Outline Area 1 of 3, scale 1:500, drawing number 2546-001 Rev P2
- Externals Outline Area 2 of 3, scale 1:500, drawing number 2546-002 Rev P2
- Externals Outline Area 3 of 3, scale 1:500, drawing number 2546-003 Rev P2

- Drainage Layout Outline Area 1 of 3, scale 1:500, drawing number 2546-004 Rev P2
- Drainage Layout Outline Area 2 of 3, scale 1:500, drawing number 2546-005 Rev P2
- Drainage Layout Outline Area 3 of 3, scale 1:500, drawing number 2546-006 Rev P2
- Site Sections Outline Area 1 of 3, scale 1:500, drawing number 2546-007 Rev P2
- Site Sections Outline Area 2 of 3, scale 1:500, drawing number 2546-008 Rev P2
- Site Sections Outline Area 3 of 3, scale 1:500, drawing number 2546-009 Rev P2
- External Layouts Phase 1A & 1B 1 of 4, scale 1:500, drawing number 2546-010 Rev P2
- External Layouts Phase 1A & 1B 2 of 4, scale 1:500, drawing number 2546-011 Rev P3
- External Layouts Phase 1A & 1B 3 of 4, scale 1:500, drawing number 2546-012 Rev P3
- External Layouts Phase 1A & 1B 4 of 4, scale 1:500, drawing number 2546-013 Rev P2
- Drainage Layout Phase 1A & 1B (1 of 5), scale 1:250, drawing number 2546-014 Rev P2
- Drainage Layout Phase 1A & 1B (2 of 5), scale 1:250, drawing number 2546-015 Rev P2
- Drainage Layout Phase 1A & 1B (3 of 5), scale 1:250, drawing number 2546-016 Rev P3
- Drainage Layout Phase 1A & 1B (4 of 5), scale 1:250, drawing number 2546-017 Rev P2
- Drainage Layout Phase 1A & 1B (5 of 5), scale 1:250, drawing number 2546-018 Rev P2
- Site Sections Phase 1A & 1B (1 of 2), scale 1:250, drawing number 2546-019 Rev P3

- Site Sections Phase 1A & 1B (2 of 2), scale 1:250, drawing number 2546-020 Rev P4
- Longitudinal Sections Phase 1A 1 of 4, scale 1:500, drawing number 2546-022 Rev P2
- Longitudinal Sections Phase 1A 2 of 4, scale 1:500, drawing number 2546-023 Rev P2
- Longitudinal Sections Phase 1A 3 of 4, scale 1:500, drawing number 2546-024 Rev P2
- Longitudinal Sections Phase 1A 4 of 4, scale 1:500, drawing number 2546-025 Rev P2
- Longitudinal Sections Phase 1B 1 of 4, scale 1:100, drawing number 2546-026 Rev P2
- Longitudinal Sections Phase 1B 2 of 4, scale 1:100, drawing number 2546-027 Rev P2
- Longitudinal Sections Phase 1B 3 of 4, scale 1:100, drawing number 2546-028 Rev P2
- Longitudinal Sections Phase 1B 4 of 4, scale 1:100, drawing number 2546-029 rev P2
- Road Construction Details 1 of 2A, drawing number 2546-030 Rev P2
- Road Construction Details 2 of 2A, drawing number 2546-031 Rev P2
- Highways Layout Phase 1A, drawing number 2546-032 Rev P3
- Highways layout Phase 1B, drawing number 2546-033 Rev P4
- Footbridge Plan & Section, scale 1:50, drawing number 2546-034 Rev P2
- Typical Footbridge General Arrangements, drawing number 2546-035 P1
- Typical Abutment Details, scale 1:20, drawing number 2546-036-P1
- Lower SuDs Pond Plan, scale 1:200, drawing number 2546-037-P1
- Lower SuDs Pond Sections, scale 1:200, drawing number 2546-038-P2
- Central SuDs Pond Plan, scale 1:200, drawing number 2546-039-P2

- Central SuDs Pond Sections, scale 1:200, drawing number 2546-040-P2
- Cut & Fill Plan 1 of 2, scale 1:500, drawing number 2546-041-P2
- Cut & Fill Plan 2 of 2, scale 1:500, drawing number 2546-042-P2
- Tree Survey prepared by AJT Environmental Consultants, dated April 2013, reference 587
- Landscape Strategy Concept Masterplan, scale 1:1000, drawing number 587.01
- Landscape Strategy North Ravine Detail, scale 1:1000, drawing number 587.02
- Landscape Strategy South Ravine Detail, scale 1:1000, drawing number 587.03
- North Ravine Detailed Planting, scale 1:250, drawing number 587.07 A
- North Ravine Detailed Planting East, scale 1:250, drawing number 587.08 A
- South Ravine Detailed Planting, scale 1:250, drawing number 587.09
- Centre SUDS Planting Plan, scale 1:200, drawing number 587.10 A
- Southern SUDS Planting Plan, scale 1:200, drawing number 587.11 A
- Street Trees and Root Barriers, drawing number 587.12
- Transport Assessment prepared by i-Transport, dated 05 June 2013, reference SEE/elc/ITM7059-003A R
- Framework Travel Plan prepared by i-Transport, dated 24 September 2013, reference SEE/njg/ITM7059-004B R
- Technical note on highways issues prepared by i-Transport, dated 16 September 2013, reference ITM 7059-006 TN
- Community and Stakeholder Engagement Report, prepared by Positive Planning
- Design and Access Statement prepared by POD, dated June 2013, reference STO-070 D+AS
- Planning Statement prepared by Positive Planning
- Sustainability Appraisal prepared by Tetlow King, dated 31 May 2013, reference STOR130403

- Flood Risk Assessment prepared by Integra Consulting Engineers Limited, dated May 2013, reference RH/2545-6 Rev A
- Phase 1 Geo- Environmental Ground Investigation report prepared by Integra Consulting Engineers Limited, dated March 2009, reference 2074
- Phase 2 Geo- Environmental Ground Investigation report prepared by Integra Consulting Engineers Limited, dated September 2011, reference 2546
- Geotechnical Ground Investigation report prepared by Integra Consulting Engineers Limited, dated September 2011, reference 2546
- Environmental Statement – Non Technical Summary, prepared by NJL Consulting, dated June 2013
- Environmental Statement Volumes 1, 2 and 3, prepared by NJL Consulting, dated June 2013, reference 2011-088
- Educational Impact Assessment Report v 1-2 prepared by EPDS Consultants dated 13 January 2014
- Comment on approach to housing provision at South Whitehaven prepared by Positive Planning
- Drainage Strategy Statement prepared by Integra Consulting Engineers Limited, dated December 29013, reference RH/2546

#### Reason

To conform with the requirement of Section 91 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

#### Materials

7. Before any of the superstructure is erected representative samples of the materials to be used on the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details and so maintained thereafter.

#### Reason

To ensure a satisfactory appearance of the development in the interests of visual amenity.

8. A sample panel of the proposed external facing materials relating to that phase of development shall be erected on the site for the further written approval of the Local Planning Authority and this approval shall be obtained before any of the superstructure is erected. This panel shall be of sufficient size to indicate the method of jointing and coursing to be used.

Reason

To ensure a satisfactory appearance of the development in the interests of visual amenity.

Landscaping

9. No development beyond that approved in phases 1 and 2 shall take place until full details of both hard and soft landscape works, including any trees or hedgerows which are to be retained have been submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved prior to the occupation of any part of the development or in accordance with a programmed as agreed with the Local Planning Authority.

Reason

To ensure a satisfactory form of landscaping in the interests of the visual appearance and character of the area.

10. Any trees or other plants, which die, are removed or become seriously damaged or diseased within the first five years following planting shall be replaced during the next planting season with others of similar size or species unless other agreed in writing by the local planning authority.

Reason

To ensure that an acceptable form of landscaping is maintained on the site in the interests of the visual appearance and amenity of the area.

11. Prior to commencement of landscaping works within a particular phase, a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for a period of not less than 5 years from the commencement of the work for all landscape areas (other than domestic gardens) within each Phase of the development shall be submitted to and approved in writing by the local planning authority. The approved landscape management plan shall thereafter be fully implemented unless otherwise agreed to in writing by the local planning authority.

Reason

In order to protect and safeguard the amenity of the area.

12. No development within any phase hereby approved in outline (phase 3 plus) shall take place until details of earthworks for that Phase have been submitted to and approved in writing by the local planning authority. These details shall include the proposed grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. The works shall be carried out in full accordance with the approved details unless the local planning authority agree otherwise.

Reason

In order to protect and safeguard the amenity of the area.

#### Highways

13. The approved Travel Plan shall be implemented in full in accordance with a timetable which has been submitted to and approved in writing by the Local Planning Authority. The approved travel plan shall continue to be implemented as long as any part of the development is occupied.

Reason

In the interests of highway safety and to aid the delivery of sustainable transport objectives.

14. The carriageway, footways, footpaths, cyclewaysetc within each phase of the development shall be designed, constructed, drained and lit to a standard suitable for

adoption and in this respect further details, including longitudinal/cross sections, shall be submitted to the Local Planning Authority for approval prior to works commencing on each phase of the development other than site preparation works. No work shall be commenced until a full specification has been approved. These details shall be in accordance with the standards laid down in the current Cumbria Design Guide, or any other superseding document. Any works so approved shall be constructed before the development of that phase is complete.

Reason

To ensure a minimum standard of construction in the interests of highway safety.

15. Prior to the first occupation of any dwelling within Phase 1 of the development hereby permitted the pedestrian/cycle link and bridge shall be installed and become operational in accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority. The pedestrian/cycle link and bridge shall be retained at all times thereafter.

Reason

To ensure a minimum standard of construction in the interests of highway safety

16. Ramps shall be provided on each side of every junction to enable wheelchairs, pushchairs etc. to be safely manoeuvred at kerb lines. Details of all such ramps shall be submitted to the Local Planning Authority for approval prior to works commencing on the relevant phase other than site preparation works. Any details so approved shall be constructed as part of the development.

Reason

To ensure that pedestrians and people with impaired mobility can negotiate road junctions in relative safety.

17. No dwellings shall be occupied until the estate road including footways and cycleways to serve such dwellings has been constructed in all respects to base course level and street lighting where it is to form part of the estate road has been provided and brought into full operational use.

Reason

In the interests of highway safety

18. Details of proposed crossings of the highway verge and/or footway, as well as the footway fronting the site and traffic calming measure on High Road relevant to that phases, shall be submitted to the Local Planning Authority for approval. No works shall commence other than site preparation until the details have been approved and the crossings have been constructed. No dwelling shall be occupied prior to the footway fronting the site being completed.

Reason

To ensure a suitable standard of crossing for pedestrian safety.

19. There shall be no vehicular access to or egress from the site other than via the approved access, unless otherwise agreed by the Local Planning Authority.

Reason

To avoid vehicles entering or leaving the site by an unsatisfactory access or route, in the interests of road safety.

20. Details of all measures to be taken by the applicant/developer to prevent surface water discharging onto or off the highway shall be submitted to the Local Planning Authority for approval prior to the relevant phases being commenced other than site preparation works. Any approved works shall be implemented prior to the development being completed and shall be maintained operational thereafter.

Reason

In the interests of highway safety and environmental management.

2Before any development takes place, a plan shall be submitted for the prior approval of the local planning authority reserving adequate land for the parking of vehicles engaged in construction operations associated with the development hereby approved, and that land, including vehicular access thereto, shall be used for or be kept available for these purposes at all times until completion of the construction works.

Reason

The carrying out of this development without the provision of these facilities during the construction work is likely to lead to inconvenience and danger to road users.

22. The travel plan measures (outlined in the framework document ref: SEE/JT/elc/17M7059/004B dated 24 September 2013) shall be implemented and monitored in accordance with details set out in the plan and the results of monitoring shall be submitted to the Local Planning Authority within one month of the end of each monitoring period.

Reason

In the interests of highway safety, accessibility by sustainable transport modes and to minimise potential hazards.

9. A copy of both the full residential and school travel plans should be provided to the Local Planning Authority and Highways Agency following completion.

Reason

In the interests of highway safety, accessibility by sustainable transport modes and to minimise potential hazards.

15. Confirmation of the length of time the Travel Plan Co-ordinator will be provided at the site, as well as commitment to submit the travel survey to Cumbria County Council for approval prior to distribution.

Reason

In the interests of highway safety, accessibility by sustainable transport modes and to minimise potential hazards.

25. In relation to the school travel plan this should be developed within 6 months of occupation. This travel plan should be developed based upon a site audit, operational characteristics of the school and staff and students behaviour. A copy of this travel plan should be provided to and accepted by the Agency and Cumbria County Council following its development to enable any changes and recommendations to be made.

Reason

In the interests of highway safety, accessibility by sustainable transport modes and to minimise potential hazards.

26. Prior to the commencement of Phase 3 of the development, details of the route and design of the public right of way which crosses the site shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details and the footpath shall remain available for use at all times thereafter.

Reason

In the interests of highway safety, accessibility by sustainable transport modes and to minimise potential hazards.

#### Contamination

18. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason

National Planning Policy Framework (NPPF) paragraph 109 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution.

28. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason

To protect the quality of groundwater.

29. No development, shall take place 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 Statement shall include:

- the means of access for demolition and construction traffic
- the loading and unloading of plant and materials;

- the storage of plant and materials used in constructing the development measures to prevent silt and other contaminants entering surface water drains; and
- a scheme for recycling/disposing of waste resulting from demolition and construction works.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.

Reason

To protect the water environment from pollution.

30. No construction work associated with the development hereby approved shall be carried out before 07.30 hours on weekdays and Saturdays nor after 18.00 hours on weekdays and 13.00 hours on Saturdays (nor at any times on Sundays or Bank Holidays) unless otherwise agreed in by the local planning authority.

Reason

To prevent disturbance to nearby occupants

1. Prior to the commencement of development in any phase, a scheme of ON-SITE noise mitigation measures for that phase 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 unless otherwise agreed in writing beforehand by the Local planning authority.

Reason

To prevent disturbance to nearby occupants.

#### Archaeology

1. No development shall commence within the site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

This written scheme will include the following components:

- An archaeological evaluation;
- An archaeological recording programme the scope of which will be dependent upon the results of the evaluation;
- An archaeological watching brief;

Where appropriate, a post-excavation assessment and analysis, preparation of a site archive ready for deposition at a store approved by the Local Planning Authority, completion of an archive report, and submission of the results for publication in a suitable journal

Reason

To afford reasonable opportunity for an examination to be made to determine the existence of any remains of archaeological interest within the site and for the preservation, examination of recording of such remains.

33. The development shall be carried out in phases in accordance with the details illustrated on plan drawing number 070-STO/507 received on 04 November 2013. Any variation to the agreed phasing shall be submitted to and approved in writing by the Local Planning Authority before development on that phase of the scheme commences.

Reason

For the avoidance of doubt and to ensure a satisfactory form of development.

#### Drainage

34. The development hereby permitted shall not be commenced until such time as a scheme to dispose of foul and surface water has been submitted to, and approved in writing by, the local planning authority in relation to the particular phase. The scheme shall be implemented as approved.

Reason

To protect the water environment.

1. Development shall not begin until a surface water drainage scheme for the site on a phased basis, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

The scheme shall also include:

- Details of how the scheme shall be maintained and managed after completion
- Details of the design parameters used and confirmation that climate change has been incorporated into the design.

Reason

To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system.

36. Before development commences full details of the foul drainage scheme for that Phase shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall become operational before the development is brought into use and shall be so maintained thereafter.

Reason

To ensure the provision of a satisfactory drainage scheme.

Ecology

37. The development shall implement all of the mitigation and compensation measures set out in the Environmental Statement Report, prepared by NJL Consulting, dated June 2013, and submitted as part of the planning application.

Reasons

To protect the ecological interests evident on the site.

38. Before development commences an ecological management plan shall be submitted to be approved in writing by the Local Planning Authority. Development shall be implemented in accordance with the approved scheme.

Reasons

To ensure that adequate measures are provided to protect the ecological interests on the site

Please read the accompanying notice

Director of Services

APPROVALS  
(OUTLINE, FULL RESERVED MATTERS & HOUSEHOLDER)

DEVELOPMENT MANAGEMENT PROCEDURE (ENGLAND) ORDER 2010

PART 2

TOWN AND COUNTRY PLANNING ACT 1990

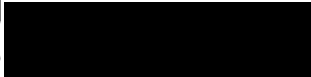
Appeals to the Secretary of State

- If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs).
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

Purchase Notices

- If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part V1 of the Town and Country Planning Act 1990.

**Executed** as a Deed by



as attorney for Story Homes Limited

under a Power of Attorney dated 5<sup>th</sup> November 2013

in the presence of:



Signed by witness:

Name:



Address:

C/O STORY HOMES LTD

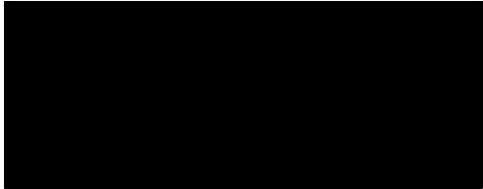
BURGH ROAD

CARLISLE

Occupation:

PLANNING MANAGER

**Executed** as a Deed by



as attorney for Story Homes Limited

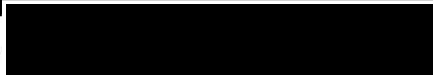
under a Power of Attorney dated 5<sup>th</sup> November 2013

in the presence of:



Signed by witness:

Name:



Address:

C/O STORY HOMES LTD

BURGH ROAD

CARLISLE

Occupation:

PLANNING MANAGER