

TOWN AND COUNTRY PLANNING ACT 1990

OUTLINE PLANNING PERMISSION



APPLICATION NO: PA/2008/0338

Applicant: Keigar Homes Ltd

Address/Agent: Mr D Drayton
DNS Stuart
Gloucester House
29 Brunswick Square
GLOUCESTER
GL1 1UN

North Lincolnshire Council hereby give notice that the application received on 09/04/2008 to:

erect 60 dwellings on land off Island Carr Road, Brigg

has been considered and that permission for this development in accordance with the plans and written particulars submitted has been granted subject to the following conditions and reasons:

1.
Approval of the details of the layout, scale, and appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called 'the reserved matters') shall be obtained from the local planning authority in writing before any development is commenced.

Reason

The application has been made under Article 3(1) of the Town & Country Planning (General Development Procedure) Order 1995.

2.
Plans and particulars of the reserved matters referred to in condition 1 above, relating to the layout, scale, and appearance of any buildings to be erected, the means of access to the site and the landscaping of the site, shall be submitted in writing to the local planning authority and shall be carried out as approved.

Reason

The application has been made under Article 3(1) of the Town & Country Planning (General Development Procedure) Order 1995.

3.
Application for approval of the reserved matters shall be made to the local planning authority before the expiration of three years from the date of this permission.

Reason

To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.

4.

The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason

To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.

5.

The existing access road from the site onto Ancholme Way shall be permanently closed and the footway and parking reinstated before any other works are commenced on site. These works shall include the removal of the right-turn holding lane road markings.

Reason

In the interests of highway safety and to comply with policy T19 of the North Lincolnshire Local Plan.

6.

Prior to any works commencing on site, all details, including a survey, level details, existing construction specification and drainage of Kiln Lane, which is currently an unadopted road, shall be submitted. Also a fully worked up engineering proposal to improve and upgrade Kiln Lane to an adoptable standard shall be submitted and include pedestrian crossing facilities in Bridge Street, street lighting proposals, provision and protection of the visibility splay at the junction of Bridge Street and suitable access arrangements to serve all existing users of Kiln Lane.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

7.

All works identified in condition 6, once approved, shall be carried out and completed prior to the occupation of any dwellings on the development site.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

8.

There shall be no direct vehicular connection between the site and the Island Carr Industrial Estate. However, footway and cycle links shall be provided in accordance with details to be submitted to and approved in writing by the local planning authority.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

9.

All surface level parking facilities incorporated into the buildings shall be kept as open carports and at no time shall these facilities be enclosed by the use of garage doors.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

10.

Any residential travel planning measures identified within the transport assessment shall be implemented in accordance with the approved details and timescales.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

11.

No development shall take place until details showing an effective method of preventing surface water run-off from hard paved areas within the site onto the highway have been submitted to and approved in writing by the local planning authority. These facilities shall be implemented prior to the access and parking facilities being brought into use.

Reason

In the interests of highway safety and to comply with policy T19 of the North Lincolnshire Local Plan.

12.

No loose material shall be placed on any driveway or parking area within 10 metres of the adopted highway unless measures are taken in accordance with details to be submitted to and approved in writing by the local planning authority to prevent the material from spilling onto the highway. Once agreed and implemented these measures shall be retained.

Reason

In the interests of highway safety and to comply with policy T19 of the North Lincolnshire Local Plan.

13.

No dwelling on the site shall be occupied until the vehicular access to it and the vehicle parking spaces serving it have been completed and, once provided, the vehicle parking spaces shall be retained.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

14.

Works shall not commence on site until wheel cleaning facilities, in accordance with details to be submitted to and approved in writing by the local planning authority, have been provided within the curtilage of the site, and this facility shall be retained for the duration of the works.

Reason

To prevent material being deposited on the highway and creating unsafe road conditions.

15.

No development shall begin until details of:

- (i) the layout, drainage, construction, services and lighting of the proposed access road, including the junction with the adjacent highway; and
- (ii) the number and location of vehicle parking space(s) on the site;

have been submitted to and approved in writing by the local planning authority.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

16.

No dwelling on the site shall be occupied until the access road has been completed to at least base course level and adequately lit from the junction with the adjacent highway up to the access to the dwelling.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

17.

No dwelling on the site shall be occupied until the footway has been constructed up to base course level from the junction with the adjacent highway to the access to the dwelling.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

18.

No works shall be commenced on the penultimate dwelling on the site until the access road has been completed.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

19.

No development, whether permitted by the Town and Country Planning (Development Management Procedure) (England) Order 2010 or not, shall take place within any service strip adjacent to any shared surface road, and any planting or landscaping within this service strip shall be of species which shall be agreed in writing with the local planning authority prior to planting.

Reason

In the interests of highway safety and to comply with policies T2 and T19 of the North Lincolnshire Local Plan.

20.

No ground raising shall take place on the site until the flood plain compensatory storage scheme has been fully completed.

Reason

To ensure the risk of flooding to third parties is not increased during the construction phase of the development.

21.

Development shall not begin until a surface water drainage scheme for the site, 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.

Reason

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

22.

No development shall take place until a scheme for the disposal of foul and surface water has been agreed in writing by the local planning authority and none of the dwellings shall be occupied until it is connected to the approved drainage system.

Reason

To ensure satisfactory drainage is provided in accordance with policy DS14 of the North Lincolnshire Local Plan.

23.

No dwelling on the site shall be occupied until details of the arrangements for the provision of 12 affordable houses within the approved layout have been agreed in writing by the local planning authority. Such details shall include:

- (i) arrangements to ensure that the dwellings remain available as affordable units both for initial and subsequent occupiers; and
- (ii) the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the housing and the means by which such criteria will be enforced.

Reason

To ensure compliance with North Lincolnshire Council's Interim Policy relating to the Delivery of Affordable Housing (August 2010).

24.

No development shall commence until such time as details have been submitted to and approved in writing by the local planning authority of the means by which the proposed dwellings (excluding those defined as affordable housing) will comply with the provisions of Code Level 3 in the Code for Sustainable Homes.

Reason

To ensure the development complies with the requirements of PPS1 (Planning and Climate Change).

25.

All site works shall be undertaken in accordance with the Environment Agency's Pollution Prevention Guidelines and in particular PPG6: Working at Construction and Demolition Sites.

Reason

To avoid contamination of protected species' habitats in accordance with policy LC5 of the North Lincolnshire Local Plan.

26.

The ivy covered tree described in the submitted protected species assessment dated June 2007 shall be retained and shall not be wilfully damaged or destroyed or uprooted, felled, lopped or topped nor any other works carried out which would cause damage to the root system or otherwise threaten the life of the tree without the previous written consent of the local planning authority.

Reason

To conserve protected species in accordance with policy LC5 of the North Lincolnshire Local Plan.

27.

No development approved by this permission shall be commenced until a biodiversity management plan has been submitted to and approved in writing by the local planning authority. The plan shall include:

- (a) a timetable to show phasing of construction activities to avoid periods of the year when sensitive wildlife could be harmed;
- (b) confirmation that the spoil heap described in the submitted protected species

assessment shall not be cleared except between the months of May and October in any calendar year;

- (c) details of measures to avoid harm to nesting birds, their nests and eggs during construction;
- (d) details of design features and physical protection measures in the construction and later phases of development, to minimise the risk of harm to water voles, including measures to reduce the risk of predation by domestic cats;
- (e) details of measures to control and avoid the spread of Japanese Knotweed;
- (f) details of proposed landscaping/open space provision, including use of locally native wildflowers, trees, shrubs and hedgerows and details of whether existing trees, hedgerows and drains will be retained;
- (g) details of biodiversity enhancements to be carried out, including provision of habitat for reed bunting and roosting features for swifts, pipistrelle and Daubenton's bats to be installed in at least 10% of dwellings;
- (h) details of persons responsible for:
 - (i) compliance with legal consents relating to nature conservation;
 - (ii) compliance with planning conditions relating to nature conservation;
 - (iii) installation of physical protection measures during construction;
 - (iv) implementation of sensitive working practices during construction;
 - (v) regular inspection and maintenance of physical protection measures and monitoring of working practices during construction.

All construction activities shall be implemented in accordance with the approved details and timing of the plan unless otherwise approved in writing by the local planning authority. Agreed biodiversity features shall be retained.

Reason

To protect features of recognised nature conservation importance.

28.

No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of the programme of archaeological work in accordance with the documents 'Archaeological Impact Report: Land at Island Carr Brigg' and the 'Archaeological Project Specification' prepared by Allen Archaeology Ltd dated 17 November 2010, which have been submitted by the applicant and shall be approved in writing by the local planning authority.

Reason

To comply with policy HE9 of the North Lincolnshire Local Plan because the site is of archaeological interest.

29.

The archaeological mitigation strategy shall be carried out in accordance with the approved details and timings, subject to any variations agreed in writing by the local planning authority.

Reason

To comply with policy HE9 of the North Lincolnshire Local Plan because the site is of archaeological interest.

30.

A copy of any analysis, reporting, publication or archiving required as part of the mitigation strategy shall be deposited at the North Lincolnshire Historic Environment Record within six months of the date of completion of the development hereby approved by this permission or such other period as may be agreed in writing by the local planning authority.

Reason

To comply with policy HE9 of the North Lincolnshire Local Plan because the site is of archaeological interest.

31.

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property, and the natural and historical environment must be prepared, and shall be subject to the approval in writing of the local planning authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation and shall be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason

To ensure the proposed remediation plan is appropriate.

32.

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

Reason

To ensure site remediation is carried out to the agreed protocol and to provide verification that the required remediation has been carried out to the authority's satisfaction.

33.

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health;
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes;
 - adjoining land;
 - groundwaters and surface waters;
 - ecological systems;
 - archaeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

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

Reason

To ensure all contamination within the site is dealt with.

34.

No doors or other means of enclosure shall be fixed to the garage space opening without the written prior approval of the local planning authority.

Reason

To prevent a means of enclosure that would work to the detriment of the flood mitigation measures.

35.

The development shall be designed/constructed using those mitigation measures as described in the Noise Impact Assessment dated 31 August 2010, reference 07478 Rev B, sections 5.6 and 5.7, and retained in their entirety thereafter.

Reason

To ensure that appropriate mitigation measures are provided to minimise the impact of traffic noise.

Dated: 23 August 2011 Signed:



**William J Hill
Acting Head of Planning**

Informatives:

1.

This application must be read in conjunction with the relevant Section 106 Agreement.

2.

The development hereby granted planning permission requires works to be carried out within the limits of the adopted (public) highway. Therefore:

- before ANY construction works take place within the limits of the highway you MUST contact the highway authority on telephone number 01724 297000 to arrange for the relevant permissions/licenses to be issued;
- before ANY service (utility) connections take place within the limits of the highway you MUST contact the highway authority on telephone number 01724 297319 to arrange for the relevant permissions/licenses to be issued.

3.

Your planning permission/approval includes a condition relating to potential land contamination and you are strongly advised to contact the Environmental Protection Unit on 01724 297620 for advice as to how to comply with the requirements of this condition. The applicant is also advised to submit a desk top study for approval and advice before proceeding with any further work that may prove necessary.

This decision (based on the plans and information submitted with and contained in the application) has, where appropriate, been considered against and meets the provisions of the following policy/policies contained in:

1. North Lincolnshire Local Plan: ST2, ST3, H2, H3, H5, H8, H9, H10, MX1, T1, T2, T3, C1, DS1, DS2, HE9, DS7, DS16, DS11
2. Regional Spatial Strategy for Yorkshire and the Humber: H4, H5

DATED 23 August

2011

NORTH LINCOLNSHIRE COUNCIL

AND

KEIGAR HOMES LIMITED

AND

**TRUSTEES OF KEIGAR HOMES LIMITED (1998)
RETIREMENT BENEFIT SCHEME, SUNTRUST LIMITED &
PEACOCK & BINNINGTON**

**PLANNING OBLIGATION
(Relating to Land at Island Carr North, Brigg)**

**William Stuart Bell
Assistant Director: Democratic & Legal Services
Pittwood House
Ashby Road
SCUNTHORPE
North Lincolnshire
DN16 1AB**

THIS PLANNING OBLIGATION is made the *23rd* day of *August* Two Thousand and eleven **BETWEEN NORTH LINCOLNSHIRE COUNCIL** of Pittwood House Ashby Road Scunthorpe, North Lincolnshire DN16 1AB ("the Council") of the first **KEIGAR HOMES LIMITED** of Suite 8, Concorde House, Kirmington, North Lincolnshire DN39 6YP ("the Developer") of the second part **KEITH GRAHAM WHALL, GARRY WILLIAM WHALL & PATRICIA WENDY WHALL** of Suite 8, Concorde House, Kirmington aforesaid as Trustees of Keigar Homes Limited (1998) Retirement Benefit Scheme, **SUNTRUST LIMITED** whose registered office is situate at *PIXHAM END, DORKING, SURREY, RH46 1QA* ~~107 Cheapside London EC2V 6DU~~ and **PEACOCK & BINNINGTON** of Old Foundry, Bridge Street, Brigg, North Lincolnshire DN20 8NR (together "the Owners") of the third part.

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the site hereinafter referred to is situate
- (2) The Owners are the owners of the freehold title to the Site free from incumbrances other than those contained or referred to in registered title numbers HS330838 and HS336335
- (3) By a written application dated the twenty ninth day of February 2008 and bearing the application number PA/2008/0338 the Developer applied to the Council for permission to develop the Site for residential use
- (4) Subject to the completion of the Planning Obligation the Council is minded to grant the Permission

NOW THIS DEED WITNESSETH as follows:

1. **THIS DEED** is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a *Planning Obligation* for the purposes of that section



Drawing Title: 2008/0338

Seal no 6660

OS Grid Ref: SE89640725

Drawn by: KC

Scale: 1:2500

Date: 31/01/2011



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NORTH LINCOLNSHIRE COUNCIL 0100023560 2011



Infrastructure Service

Director,

Peter Williams BSc, OMS, CEng, MEI, MCMi, AMIMechE

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2. **THE COUNCIL** is the Local Planning Authority by whom the provisions of this Planning Obligation are intended to be enforceable. For the avoidance of doubt, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

3. **THE FOLLOWING** terms shall have the following meanings:

"Development" means the development of the Site for residential use by the erection of sixty dwellings pursuant to the Permission;

"Commencement of the Development" means the date upon which the Development is begun by the carrying out of a material operation (as defined by Section 56 of the Town and Country Planning Act 1990) pursuant to the implementation of the Development with the exception of any works carried out in connection with any archaeological investigation of the Site or trial holes or other operations to establish ground conditions of the Site or any other preliminary investigations;

"Education Contribution" means a contribution towards the provision of any primary school places the need for which is a direct consequence of the Development, in accordance with the provisions of Supplementary Planning Guidance SPG8 and calculated in accordance with the Schedule to this Deed;

"Recreation Contribution" means the sum of sixty one thousand and fifty three pounds (£61,053) to be paid towards the improvement of the existing facilities at the Almond Grove Play Area;

"Site" means the area of land at shown outlined in red on the plan annexed hereto;

Words of the masculine gender shall incorporate the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner;

Words importing the singular meaning shall where the context so admits import the

plural meaning and vice versa

4. **THE DEVELOPER** hereby covenants with the Council to the intent that this covenant shall be enforceable against any person deriving title from him to his said interest or any lesser interest in all or part of the site as follows:

4.1 To pay the Education Contribution in the following manner

4.1.1 40% of the Education Contribution shall be paid to the Council prior to the occupation of the twentieth dwelling house to be erected on the Site pursuant to the Permission

4.1.2 30% of the Education Contribution shall be paid to the Council prior to the occupation of the thirty-second dwelling house to be erected on the Site pursuant to the Permission

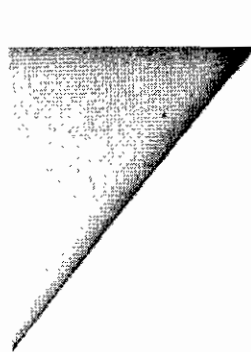
4.1.3 30% of the Education Contribution shall be paid to the Council prior to the occupation of the forty-fifth dwelling house to be erected on the Site pursuant to the Permission

4.2 To pay the Recreation Contribution in the following manner

4.2.1 50% of the Recreation Contribution shall be paid to the Council prior to the occupation of the twentieth dwelling house to be erected on the Site pursuant to the Permission

4.2.2 50% of the Recreation Contribution shall be paid to the Council prior to the occupation of the forty-fifth dwelling house to be erected on the Site pursuant to the Permission

4.3 If any payment due under any of the provisions of this Deed is not made on or before the date upon which it is due the Developer or his successor in title shall at the same time as making the payment to the Council pay interest at 3% above the base lending rate of the National Westminster Bank PLC for the period



starting with the date on which the payment falls due to be made and ending with the date on which payment of the sum on which interest is payable is received.

5. **THE COUNCIL** hereby covenants with the Developer and the Owners

5.1 to use the Education Contribution and the Recreation Contribution for the purposes specified in this Deed

5.2 in the event of the Education Contribution or any part thereof not being used within five years of receipt of the same to repay to the Developer any unexpended contribution

5.3 in the event of the Recreation Contribution or any part thereof not being used within ten years of receipt of the same to repay to the Developer any unexpended contribution.

6. **IT IS HEREBY AGREED AND DECLARED** as follows:

6.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Planning Obligation occurring after he has parted with his interest in the land or the part in respect of which such breach occurs;

6.2 The provisions of this Planning Obligation shall come into effect upon its execution and shall enure for the term of the perpetuity period which for the purposes of this Planning Obligation shall be the period of eighty years from the date hereof;

6.3 If the Permission shall expire before the Development is begun or shall at any time be revoked this Planning Obligation shall forthwith determine and cease to have effect;

6.4 This Planning Obligation is a Land Charge and shall be registered as such

6.5 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 one relating to the

Development) granted (whether or not on appeal) by the Council

7. **THE DEVELOPER** hereby covenants to pay the Council's legal costs reasonably incurred in the preparation and execution of this Planning Obligation
8. **THE COUNCIL** shall upon the written request of the Developer or any successor in title at any time after the obligations of the Developer hereunder have been performed or otherwise discharged issue written confirmation thereof.
9. **THE OWNERS** hereby consent to the execution of this Deed and acknowledges that subject as herein provided the Site shall be bound by the restrictions and obligations contained in this Planning Obligation
10. **THE OWNERS** and the **DEVELOPER** hereby warrant that no other person has any interest in the Site except as is contained or referred to in registered title

IN WITNESS whereof these presents have been duly executed as a deed by the parties hereto the day and year first before written

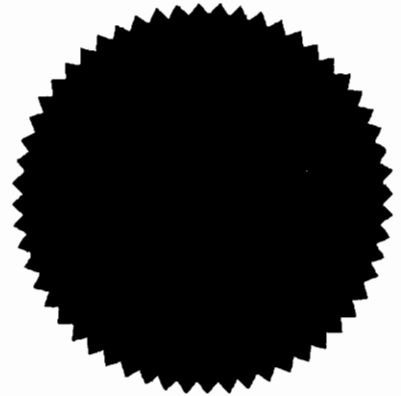
SCHEDULE

The Education Contribution will be based on a figure of two thousand nine hundred and five pounds (£2,905) for each dwelling to be erected on the Site with the exception of

- i) dwellings intended for use by a single person which are incapable of conversion to family dwellings
- ii) sheltered accommodation for elderly or disabled persons and managed by either the Council or a registered housing association
- iii) affordable housing
- iv) any other accommodation in respect of which the Council has given written notice to the Developer that the provisions of this Planning Obligation do not apply

The sum will be inflated annually from the first day of April in each year using the Retail Price Index.

**EXECUTED as a DEED by
NORTH LINCOLNSHIRE COUNCIL**
in the presence of:



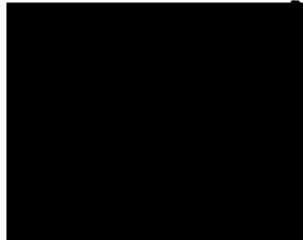
Authorised Signatory

Seal No 6660

**EXECUTED as a DEED by
KEIGAR HOMES LIMITED**
in the presence of:

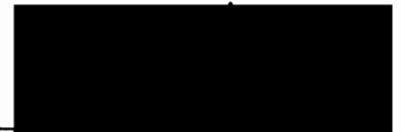


**EXECUTED as a DEED by
KEITH GRAHAM WHALL,
GARRY WHALL and
PATRICIA WENDY WHALL**
in the presence of:



THE WYNNON SEAL OF
~~EXECUTED as a DEED by~~
SUNTRUST LIMITED *WAS HARUNTO*
in the presence of:

11/313



AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

SIGNED SUBJECT TO THE LIABILITY OF SUNTRUST LTD

**EXECUTED as a DEED by
PEACOCK & BINNINGTON**
in the presence of acting by
two directors

BEING LIMITED TO THE ASSET VALUE OF THE KEIGAR HOMES LTD (1999)
RBS



x Director

x Director Co. Secy