

OUTLINE PLANNING PERMISSION

APPLICATION NO: PA/2019/460

Address/Agent:

Mr Garth Stephenson
Valhalla
Brigg Road
Wrawby
BRIGG
DN20 8RL

www.northlincs.gov.uk

Church Square House
30-40 High Street
Scunthorpe
North Lincolnshire
DN15 6NL

Applicant: Mr Garth Stephenson

North Lincolnshire Council hereby gives notice that the application received on 05/03/2019 for:

Outline planning permission with all matters reserved (up to six dwellings) on land west of Kettleby Lane, Wrawby

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 5(1) of the Town & Country Planning (Development Management Procedure) (England) Order 2015.

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 5(1) of the Town & Country Planning (Development Management Procedure) (England) Order 2015.

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.

No above-ground works shall take place until details have been submitted to and approved in writing by the local planning authority of the make, type and colour of all external facing materials for the development and only the approved materials shall be used.

Reason

To ensure that the building is in keeping with its surroundings in the interests of visual amenity, in accordance with policy DS1 of the North Lincolnshire Local Plan.

6.

No above-ground works shall take place until details of the positions, design, materials and type of boundary treatment to be built/planted have been agreed in writing by the local planning authority. The agreed boundary treatment shall be built/planted before the dwelling(s) are occupied and once built/planted it shall be retained.

Reason

To provide an appropriate level of screening in accordance with policies H8 and DS1 of the North Lincolnshire Local Plan.

7.

No above-ground works shall take place until details of:

- (i) the location and layout of the vehicular access; and
- (ii) the number, location and layout of the vehicle parking space(s) within the curtilage of 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.

8.

No above-ground works 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.

9.

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.

10.

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.

11.

No dwelling served by the private driveway shall be occupied until it has been constructed in accordance with the following details to be submitted to and agreed in writing by the local planning authority. The details shall include:

- the proposed method of forming access from the highway including the required visibility splays;
- the method of constructing/paving the drive;
- the provision of adequate drainage features;
- the provision of suitable lighting arrangements;
- the provision of street name plates which include the words 'Private Drive'.

The development shall be undertaken in accordance with the approved details and once constructed the private driveway shall thereafter be retained.

Reason

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

12.

Unless otherwise agreed by the local planning authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until parts 1 to 4 below have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the local planning authority in writing until part 4 has been complied with in relation to that contamination.

Part 1: Site Characteristics

A Phase 1 desk study shall be carried out to identify and evaluate all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk study shall establish a 'conceptual model' of the site and identify all plausible pollutant linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/Quantitative Risk Assessment (or state if none required). Two full copies of the desk study and a non-technical summary shall be submitted to the local planning authority for approval prior to proceeding to further site investigation.

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

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

Part 2: Submission of Remediation Scheme

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval

in writing of the local planning authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Part 3: Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the local planning authority. The local planning authority must be given two weeks' written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

Part 4: Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of Part 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of Part 2, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with Part 3.

Reason

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with policy DS7 of the North Lincolnshire Local Plan.

13.

Construction and site clearance operations shall be limited to the following days and hours:

- 7.30am to 7pm Monday to Friday

- 8am to 1pm on Saturdays.

No construction or site clearance operations shall take place on Sundays or public/bank holidays.

HGV movements shall not be permitted outside these hours during the construction phase without prior written approval from the local planning authority.

Installation of equipment on site shall not be permitted outside these hours without prior written approval from the local planning authority.

Reason

To define the terms of the permission and in the interests of safeguarding residential amenity in accordance with policy DS1 of the North Lincolnshire Local Plan.

14.

No development shall take place until a detailed surface water drainage scheme for the site shall be submitted to and approved in writing by the local planning authority. The scheme shall be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development. The drainage scheme shall demonstrate that surface water run-off generated up to and including the 1 in 100 year critical storm (including an allowance for climate change) will not exceed the run-off from the undeveloped site. It shall also include details of how the resulting completed scheme is to be maintained and managed so that flood risk, both on and off the site, is not increased.

Reason

To prevent the increased risk of flooding to themselves and others, to improve and protect water quality, and to ensure the implementation, and future adoption and maintenance, of the sustainable drainage structures in accordance with policy DS16 of the North Lincolnshire Local Plan, and policies CS18 and CS19 of the North Lincolnshire Core Strategy.

15.

The surface water drainage scheme shall be implemented in accordance with the approved submitted details, completed prior to the occupation of any dwelling or building within each phase or sub-phase of the development on site, and thereafter retained and maintained in accordance with the scheme for the life of the development unless otherwise agreed in writing with the local planning authority.

Reason

To prevent the increased risk of flooding to themselves and others, to improve and protect water quality, and to ensure the implementation, and future adoption and maintenance, of the sustainable drainage structures in accordance with policy DS16 of the North Lincolnshire Local Plan, and policies CS18 and CS19 of the North Lincolnshire Core Strategy.

16.

Within three months of the date of this permission, a biodiversity management plan shall be submitted to and approved in writing by the local planning authority. The plan shall include:

- (a) details of measures to avoid harm to hedgehogs, bats and nesting birds during demolition, vegetation clearance and construction works;
- (b) details of nest boxes and bat roosting features to be installed in new buildings and retained trees;
- (c) restrictions on lighting to avoid impacts on bat roosts, bat foraging areas, bird nesting sites and sensitive habitats;

- (d) provision for hedgehogs to pass through any fencing installed between gardens and between areas of grassland;
- (e) prescriptions for the retention, planting and aftercare of native trees, shrubs, hedgerows and wildflowers of high biodiversity value;
- (f) proposed timings for the above works in relation to the completion of the buildings.

Reason

To conserve and enhance biodiversity in accordance with policies CS5 and CS17 of the North Lincolnshire Core Strategy.

17.

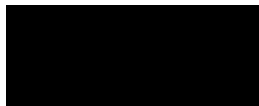
The biodiversity management plan shall be carried out in accordance with the approved details and timings, and the approved features shall be retained thereafter, unless otherwise approved in writing by the local planning authority. Prior to the occupation of the final dwelling, the applicant or their successor in title shall submit a report to the local planning authority, providing evidence of compliance with the biodiversity management plan.

Reason

To conserve and enhance biodiversity in accordance with policies CS5 and CS17 of the North Lincolnshire Core Strategy.

Dated: 28 September 2020

Signed:



Andrew Law

Acting Group Manager – Development Management and Building Control

Informative 1

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

Informative 2

You are advised there is an existing operational workshop located immediately to the north of the application site. Therefore you should ensure that there are no habitable room windows proposed in the northern elevation of the most northerly positioned dwelling under any reserved matters submission. You may also wish to consider sound-proofing measures to any windows proposed to face towards the northern boundary of the site.

Informative 3

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.

Informative 4

In determining this application, the council, as local planning authority, has taken account of the guidance in paragraph 38 of the National Planning Policy Framework in order to seek to secure sustainable development that improves the economic, social and environmental conditions of the area.

WARNING

This is a PLANNING PERMISSION ONLY. It does NOT convey any approval or consent required under any enactment, byelaw, order or regulation other than those referred to in the heading of this notice. It is IMPORTANT that you should read the notes concerning APPEALS below.

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.
- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier

Please note however:

If your application was for **householder development** (dwelling house extensions, alterations, garages, swimming pools, walls, fences, vehicular access, porches, satellite dishes etc) or for a minor commercial application then you must do so **within 12 weeks** of the date of this notice.

- Appeals can be made online at <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000
- 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.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. [Further details are on GOV.UK](#)

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 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.

Dated 17 September

2020

- (1) North Lincolnshire Borough Council
- (2) Garth Harvey Stephenson, Shirley Stephenson, Kirby Stephenson-Brumpton and Lucy Stephenson

Agreement

under section 106 of the Town and Country Planning Act 1990 relating to the Land West of Kettleby Lane Wrawby and PA/2019/460

W. Bell
Head of Legal and
Democracy
North Lincolnshire Borough
Council
Church Square House
30-40 High Street
Scunthorpe
DN15 6NL

CH 007443

THIS AGREEMENT IS MADE ON 17 September 2020

BETWEEN:

- (1) **NORTH LINCOLNSHIRE BOROUGH COUNCIL** of Church Square House 30-40 High Street Scunthorpe North Lincolnshire DN15 6NL ("**the Council**");
- (2) **GARTH HARVEY STEPHENSON, SHIRLEY STEPHENSON AND LUCY STEPHENSON** of Valhalla Brigg Road Wrawby DN20 8RL and **KIRBY STEPHENSON-BRUMPTON** of Jaina Barton road Wrawby Brigg North Lincolnshire DN20 8SH ("**the Owner**")

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority and for the purposes of the 1980 Act and the Education Acts the local highway authority and the local education authority and the party who is entitled to enforce the obligations contained in this Agreement.
- (B) The Owner is the freehold owner of the whole of the Site with Title Absolute under Title Number HS400215 (proposed) free from encumbrances that would prevent the Parties entering into this Agreement.
- (C) The Developer has submitted the Planning Application subject to the completion of this Agreement the Council is minded to grant the Permission.
- (D) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Developer and their respective successors in title.
- (E) The Parties to this Agreement are satisfied that the restrictions and provisions contained in this Agreement are necessary to make the proposed Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the following meanings:

"1980 Act"	the Highways Act 1980
"1990 Act"	the Town and Country Planning Act 1990
"CIL Regulations"	the Community Infrastructure Levy

"Commencement Date"	means subject to clause 3.3 the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and "Commencement of Development" shall be construed accordingly
"Development"	construction of the Site pursuant to the Planning Permission
"Dwellings"	the dwelling houses to be constructed on the Site as part of the Development pursuant to the Planning Permission and the term "Dwelling" shall mean any one of those dwellings
"Index Linked"	the application of the Retail Prices Index for "All Items" published by the Office for National Statistics or any successor to that index from time to time or such other index as may be appropriate and is agreed between the parties
"NPPF"	the National Planning Policy Framework published February 2019 by the Department for Communities and Local Government or any successor document
"Parties"	the parties to this Agreement and "Party" shall be construed accordingly
"Plan"	means the plan annexed to this Agreement identifying the Site edged in red
"Planning Application"	means the planning application validated on 5 March 2019 and given reference PA/2019/460 to erect six dwellings
"Planning Permission"	the planning consent secured pursuant to Planning Application
"Recreation Contribution"	means the commuted sum payable towards the existing facilities in Wrawby;

"Site"

the freehold land shown edged red on the Plan

1.2 In this Agreement:

- 1.2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 1.2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 1.2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 1.2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 1.2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 1.2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 1.2.7 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and any successor local highway authority or local education authority exercising powers under the Highways Act or the Education Acts
- 1.2.8 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.
- 1.2.9 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.2.10 Where an obligation is entered into by the Owner it applies to all Owners jointly and severally.

- 1.2.11 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, or are planning obligations within the meaning of the 1990 Act but are not compliant with regulation 122 Community Infrastructure Levy Regulations 2010, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Council.
- 2.5 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Applications, granted after the date of this Agreement, whether or not pursuant to an appeal.

3. COMMENCEMENT

- 3.1 Subject to clause 3.2 this Agreement takes effect on the date hereof.
- 3.2 The obligations contained in clause 4.1 and 4.2 and the Schedules referred to in those clauses do not come into effect until the Commencement Date subject to the provisions of clause 3.3.
- 3.3 The Commencement Date will not be triggered by any of the following operations:
- 3.3.1 site investigations or surveys;
 - 3.3.2 site decontamination;
 - 3.3.3 the demolition of any existing buildings or structures;
 - 3.3.4 the clearance or re-grading of the Site;
 - 3.3.5 works connected with infilling;
 - 3.3.6 the provision of any temporary site access for construction traffic;

- 3.3.7 the provision of any security fencing;
- 3.3.8 works for the provision of drainage or mains services to prepare the Site for development; and
- 3.3.9 any other preparatory works as may be agreed in writing with the Council.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Developer and Owner agrees with the Council to comply with the obligations set out in the Schedule 1 of this Agreement in relation to the Development.
- 4.2 The Council agrees with the Developer and Owner to comply with its obligations set out Schedules 2 of this Agreement in relation to the Development.
- 4.3 All parties hereto agree to act reasonably, properly and diligently in the connection with and the discharge of their obligations under this Agreement and when and where any notice consent approval authorisation is required. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the relevant party will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.4 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site on which such breach occurs, but they will remain liable for any breach occurring on a part of the Site in which they had an interest, at the date of such breach. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 4.4.
- 4.5 None of the obligations in this Agreement shall bind owners of any Dwellings built on the Site in accordance with the Planning Permission provided they own such units for their own occupation nor any statutory undertaker or public authority which acquires any part of the Site or an interest in it for the purposes of its statutory functions

5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement will come to an end (in so far as it has not already been complied with and subject to clause 5.2) if prior to the Commencement Date:
 - 5.1.1 the Planning Permissions are quashed or revoked at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or
 - 5.1.2 the Planning Permissions expire without having been implemented.
- 5.2 Where the Agreement comes to an end under clause 5.1

- 5.2.1 the Council shall vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site; and
- 5.2.2 any monies unspent or uncommitted monies paid under this Agreement to Council, with the exception of fees paid under clause 13.1, shall be returned to the party that made the payment within one month of the Agreement coming to an end together with interest accrued (if any) on the monies from and including the date of payment to and including the date of repayment.
- 5.3 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 5.4 If the Developer makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will at its discretion place such a note against the entry.

6. NOTICES

- 6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 6.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:
- 6.3.1 if delivered by hand, at the time of delivery;
- 6.3.2 if sent by post, on the second working day after posting; or
- 6.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 6.4 If a notice, demand or any other communication is served after 16:00 on a working day, or on a day that is not a working day, it shall be treated as having been served on the next working day.

7. COMMUNITY INFRASTRUCTURE LEVY

- 7.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.
- 7.2 If at any time hereafter a CIL becomes payable in respect of the Development or any part of it, then so far as it is lawful to do so and provided that:

- 7.2.1 the aggregate contribution under CIL and this Agreement is not reduced below the total amounts otherwise payable under the terms hereof; and
- 7.2.2 all physical works required to be provided hereunder are carried out, whether for physical, social or green infrastructure

then either the value of the financial contributions payable to the Council hereunder shall be offset against the CIL or the CIL shall be offset against the financial contributions payable accordingly

8. DETERMINATION OF DISPUTES

- 8.1 Subject to clause 8.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 8.1. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 8.2 For the purposes of this clause 8 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Royal Institute of Chartered Surveyors who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 8.4.
- 8.4 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.
- 8.5 The Specialist shall act as an independent expert and:
 - 8.5.1 each party may make written representations within 20 working days of his appointment and will copy the written representations to the other party;
 - 8.5.2 each party shall have a further 20 working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 8.5.3 the Specialist shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

- 8.5.4 the Specialist shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
- 8.5.5 the Specialist shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
- 8.5.6 the Specialist shall use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 8.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 8, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 8.7 This clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 8.8 The findings of the Specialist shall save in the case of manifest material error be final and binding on the Developer and Owner and the Council save that the parties retain the right to refer to the court on a matter of law.

9. WAIVER

- 9.1 No waiver (whether express or implied) by the Council of any breach or default by the Developer and/or Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Developer and/or Owner.

10. INDEXATION

- 10.1 Any sum referred to in the Schedules to this Agreement as payable by the Developer or Owner or any sums which are referred to as maximum sums for provision of facilities shall be Index Linked from the date of this Agreement until the date on which the sum is payable **PROVIDED THAT** the minimum sums payable shall be as specified in this agreement.

11. INTEREST

- 11.1 If any payment to be made by the Developer or Owner under this Agreement is paid late interest at 4 per cent above the base lending rate of National Westminster Bank plc from time to time will be payable from the date payment is due to the date of actual payment and the Developer or Owner shall pay such interest to the Council.

12. VAT

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

13. FUTURE / AMENDED PLANNING PERMISSION

- 13.1 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 13.2 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Agreement shall include the new planning permission granted pursuant to Section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.
- 13.3 PROVIDED THAT:
- 13.3.1 nothing in this clause 13 shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act;
- 13.3.2 to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission pursuant to an application under s73 of the 1990 Act;

14. COSTS

The Developer shall pay to the Council on completion of this Agreement the Council's reasonable legal costs of **Nine Hundred Pounds (£900.00)** incurred in the negotiation and preparation of this Agreement.

15. SEVERABILITY

It is agreed that if any part of this Agreement is declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 16.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

17. EXECUTION

- 17.1 The Parties have executed this Agreement as an Agreement and it is delivered on the date set out above.

THE COMMON SEAL of

NORTH LINCOLNSHIRE BOROUGH COUNCIL

was hereunto affixed in the presence of:



Authorised Signatory

(Will Bell)



Seal NO 9645

SIGNED AS A DEED by
GARTH HARVEY STEPHENSON



x

In the presence of:-

Signature of Witness.....

Name (block capitals)..... Sophie Blaw


Address..... 36 OXFORD STREET
..... CLEETHORPES, DN35 8RQ

Occupation..... Families First Practitioner

SIGNED AS A DEED by
SHIRLEY STEPHENSON



In the presence of:-

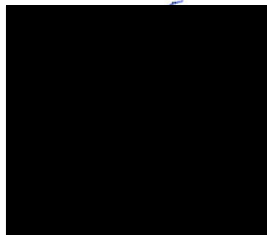
Signature of Witness.....

Name (block capitals)..... Sophie Blaw

Address..... 36 OXFORD STREET
..... CLEETHORPES, DN35 8RQ


Occupation..... Families First Practitioner

SIGNED AS A DEED by
LUCY STEPHENSON



x

In the presence of:-

Signature of Witness.....

Name (block capitals)..... Sophie Blaw

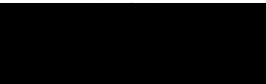
Address..... 36 OXFORD STREET
..... CLEETHORPES, DN35 8RQ

Occupation..... Families First Practitioner

SIGNED AS A DEED by
KIRBY STEPHENSON-BRUMPTON



In the presence of: -

Signature of Witness... .....

Name (block capitals)..... Sophie Blaw.....

Address..... 36 OXFORD STREET.....
..... CLETHROPES, DN35 8RQ.....

Occupation..... Families First Practitioner.....

Schedule 1

Developer/Owner Obligations

The Developer and/or Owner covenants with the Council:

Part One – Recreation Contribution

1. The Developer and/or Owner shall, on occupation of the first (1st) Dwelling on the Site, pay to the Council the sum of five thousand and thirty seven pounds sixty pence (**£5, 037.60**)

Part Two - Notifications

1. The Developer and/or Owner shall notify the Council in writing upon Commencement of the Development and the Occupation of the first (1st) Dwelling on the Site.

Schedule 2

Council's Obligations

1. Contributions

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge the Contributions to a Council revenue account.
- 1.2 The Council hereby covenants with the Owner:
 - 1.2.1 It will issue the Planning Permission as soon as is reasonably practicable and in any event no later than five working days after the date of this Agreement
 - 1.2.2 Not to use any part(s) of the Recreation Contribution other than for the purposes for which it was paid (whether by the Council or another party)
 - 1.2.3 In the event that the Recreation Contribution or any part(s) thereof has not been spent or formally committed for expenditure by the Council within ten (10) years following the date of receipt of the Recreation Contribution the Council shall refund to the Owner any part(s) of the Recreation Contribution which has not been spent or committed for expenditure, together with any accrued interest calculated at the rate of four percent above base lending rate from time to time of Barclays Bank plc from the date of receipt of the relevant sum (and for the purposes of this paragraph the repayment will be to the original paying party or to whom they direct and not to that party's successors in title)..

Appendix 1

Plan

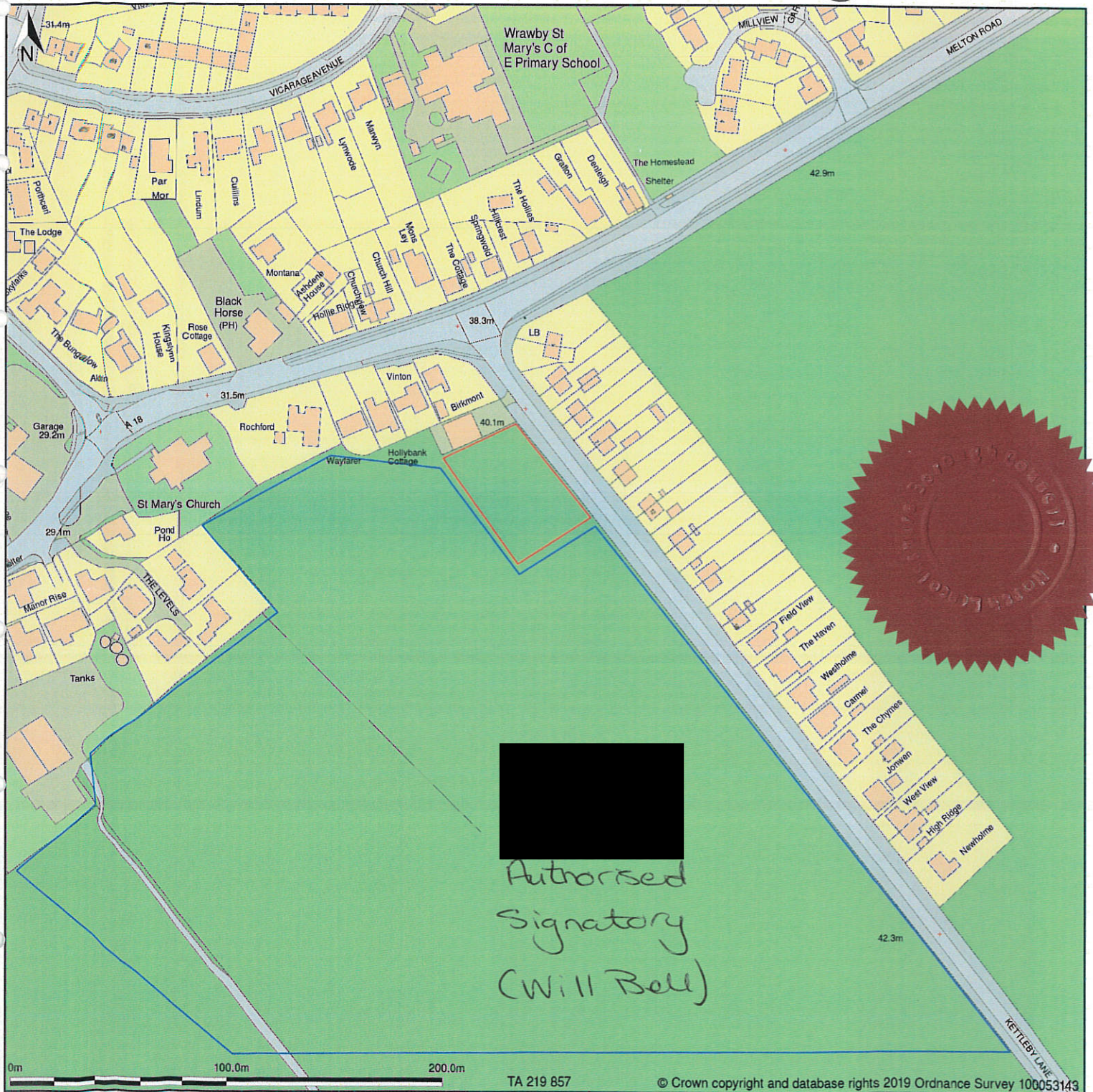


Buy A Plan

UK's Fastest and Easiest Planning Site



Kettleby Lane Wrawby



Authorised
Signatory
(Will Bell)

Seal No 9645

Site Plan shows area bounded by: 501948.24, 408323.24 502448.24, 408823.24 (at a scale of 1:2500), OSGridRef: TA 219 857. The representation of a road, track or path is no evidence of a right of way. The representation of features as lines is no evidence of a property boundary.

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