

Dated 28th February 2017

Northumberland County Council

and

The Most Noble Ralph George Algernon Twelfth Duke of Northumberland

Agreement

pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land south of Kennedy Green, Beadnell

Planning Ref: 16/01688/OUT

wardhadaway
lawfirm

This Agreement is made the

day of

2017

By

1. **NORTHUMBERLAND COUNTY COUNCIL** of County Hall, Morpeth, Northumberland, NE61 2EF ("**the Council**");
2. **THE MOST NOBLE RALPH GEORGE ALGERNON TWELFTH DUKE OF NORTHUMBERLAND**, care of Estate Office, Alwick Castle, Alwick, Northumberland NE66 1NQ ("**the Owner**")

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 being part of the land registered under Title Number ND116667.
- C. Northumberland Estates submitted the Application to the Council on 17 May 2016 and it was validated by the Council on 17 May 2016.
- D. The Council propose to grant planning permission under delegated powers for the Development subject to the prior completion of this Deed.
- E. The Owner and the Council have agreed to enter 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:

"Act" the Town and Country Planning Act 1990;

"Additional Marketing" offering the Discounted Market Sale Unit for and advertising the availability of such Discounted Market Sale Unit by:

- the insertion on at least one occasion of an advertisement of no less than 8cm x 5cm in the main newspaper circulating in the local area;
- advertising on an appropriate internet website;

- the display of a “for sale” board either in the ground floor front window of or outside the Discounted Market Sale Unit;

“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 Provider”	a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) including a Housing Association, Housing Company or Trust registered as a Registered Provider (pursuant to the Housing Act 1996, the Housing and Regeneration Act 2008 or any relevant successor legislation) or the Northumberland Estates or the Council or a company wholly owned by the Council;
“Affordable Housing Units”	those nine (9) Dwellings to be constructed pursuant to the Planning Permission comprising the Affordable Rented Units and the Discounted Market Sale Units;
“Affordable Rent”	rented housing let to households that are eligible for affordable rented housing and such rent is not subject to the national rent regime but is subject to other rent controls that require a rent of no more than 80% of the local market rent (or target rents where they exceed the gross market rent) (inclusive of service charges);
“Affordable Rented Units”	those six (6) Affordable Housing Units which are to be let at an Affordable Rent to persons in Housing Need, and which are shown for identification purposes only coloured with red dots on the Plan;
“Application”	the outline planning application for the Development submitted to the Council on 17 May 2016 and allocated reference number 16/01688/OUT;
“Chargee”	in relation to the Affordable Housing Units a

mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

“Commencement of Development”

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;

“Development”

the development of the Site for residential development comprising of 45 dwellings;

“Discounted Market Sale Price”

the Discounted Market Sale Price shall not exceed a figure which equates to 70% of the market value of the price which the dwelling could command if offered on the open market free from the restrictions of this Deed for sale to potential purchasers;

“Discounted Market Sale Restriction”

the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Sale Unit substantially in the following terms (subject to any amendments required by HM Land Registry and agreed between the parties hereto):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponent or the disponent that the provisions of paragraph 3 of the Second

Schedule of the Section 106 Agreement dated [] containing planning obligations relating to land at Beadnell between (1) Northumberland County Council and (2) The Most Noble Ralph George Algernon Twelfth Duke of Northumberland have been complied with”;

- "Discounted Market Sale Units"** those three (3) Affordable Housing Units which are to be sold at the Discounted Market Sale Price, and which are shown for identification purposes only coloured with red dots on the Plan;
- "Dwelling"** a unit of residential accommodation to be constructed pursuant to the Planning Permission;
- "Ecology Contribution"** the sum of £25,000 (twenty five thousand pounds) to be paid by the Owner to the Council and to be applied by the Council towards the provision of a dog warden to enforce the "dogs on a lead" order within the special protection area;
- "Family Member"** a member of the family of the person occupying a Dwelling and who may reasonably be expected to live with the owner of a Dwelling;
- "Highways Contribution"** the sum of £5,500 (five thousand five hundred pounds) which shall be used to facilitate the relocation of the 30mph speed limit signs on Swinhoe Road;
- "Housing Need"** such people as those who have been identified as being in housing need in accordance with the Northumberland Homefinder Scheme or any such replacement adopted Council policy PROVIDED THAT if a Registered Provider who is the owner of Affordable Rented Units is not signed up to the Northumberland Homefinder Scheme then, with the prior consent of the Council (such consent not to be unreasonably withheld or delayed), the relevant Affordable Rented Units may be made available for occupancy and let by reference to the lettings policy of the Registered Provider in question;
- "Initial Marketing"** offering the Discounted Market Sale Unit for sale and advertising the availability of such

Discounted Market Sale Unit by:

- the erection of a Site Sale Board; and
- serving a written notice on the Council's s106 Officer, prior to placing the Discounted Market Sale Unit on the market;

"Market Value"

the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:-

- a willing buyer and a willing seller in an arm's length transaction
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a purchaser with a special interest; and
- the provisions contained in the Second Schedule hereto shall be disregarded;

"Occupancy Restriction"

that the relevant Dwelling shall not be Occupied other than as the Principal Residence of the owner or tenant for the time being of the Dwelling and in accordance with the provisions of paragraph 4 of the Second Schedule;

"Occupation" and "Occupied"

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 Dwelling"	those Dwellings which are to be constructed pursuant to the Planning Permission and which are not Affordable Housing Units;
"Plan "	the plan marked "Plan" attached to this Deed showing the Site;
"Planning Permission"	the outline planning permission to be granted by the Council substantially in the form of the draft annexed at the Fourth Schedule hereto;
"Practical Completion"	the date upon which a certificate of practical completion is issued by the Owner's architect or such other person who is monitoring the Development on behalf of the Owner and "Practically Completed" shall be construed accordingly;
"Principal Residence"	dwellings occupied as the residents' sole or main residence, where the residents spend the majority of their time when not working away from home;
"Protected Tenant"	in respect of an Affordable Housing Unit any tenant who:- <ul style="list-style-type: none"> ● has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or ● has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
"Registered Provider"	a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency, or the Council or a company wholly owned by the Council;

Not to scale. This drawing is for information only and does not constitute an offer of any financial product. The information contained herein is for general information only and is not intended to constitute an offer of any financial product. The information contained herein is for general information only and is not intended to constitute an offer of any financial product.

REV.	DATE	DESCRIPTION
1	01/10/16	ISSUE FOR COMMENT
2	02/02/16	ISSUE FOR COMMENT
3	02/02/16	ISSUE FOR COMMENT
4	02/02/16	ISSUE FOR COMMENT
5	02/02/16	ISSUE FOR COMMENT
6	02/02/16	ISSUE FOR COMMENT
7	02/02/16	ISSUE FOR COMMENT
8	02/02/16	ISSUE FOR COMMENT
9	02/02/16	ISSUE FOR COMMENT
10	02/02/16	ISSUE FOR COMMENT
11	02/02/16	ISSUE FOR COMMENT
12	02/02/16	ISSUE FOR COMMENT
13	02/02/16	ISSUE FOR COMMENT
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49	02/02/16	ISSUE FOR COMMENT
50	02/02/16	ISSUE FOR COMMENT

Accommodation Schedule

PHASE 1

Gross Site Area: approx 2.6428h
Net Site Area: approx 2.4482h

Affordable - 9 units (20%)

2 bed dwellings (7 units = 78%)	
SB/A01	2 units
SB/A02	5 units
3 bed dwellings (2 units = 22%)	
SB/A03	2 units
Sub Total	9 units

Private Sale - 38 units (80%)

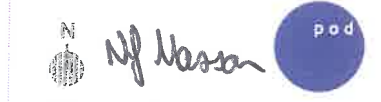
2 bed dwellings (8 units = 17%)	
SB07	6 units
3 bed dwellings (21 units = 55%)	
SB03	6 units
SB04	10 units
SB05	5 units
4 bed dwellings (9 units = 22%)	
SB01	2 units
SB02	5 units
SB06	2 units
Sub Total	38 units
TOTAL	45 units
	17 dph gross

Colin Leslie Barnes as attorney for
The Most Noble Ralph George Algonson
Twelfth Duke of Northumberland

PLAN
Colin Leslie Barnes

Estates Office, Alnwick Castle
Alnwick, Northumberland. NE66 1NQ

SBell
Secretary



LAND AT BEADNELL

PROPOSED SITE PLAN

CLIENT	NORTHUMBERLAND ESTATES	DATE	PLANNING
SCALE	1:500	DATE	04/16
DESIGNER	A1	CHECKED	RVB
APPROVED	540-TNE	DATE	SD-10.02
REVISION		BY	E



"Site" the land against which this Deed may be enforced as shown edged red on the Plan and identified in the First Schedule;

"Transfer Price" 70% of the Market Value for each Dwelling

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 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 or the Council 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 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all powers so enabling.

3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4. **Conditionality**

4.1. The obligations in this Deed in the Second Schedule are conditional upon:

4.1.1. the grant of the Planning Permission; and

4.1.2. the Commencement of Development.

save for clauses 5-21 which shall come into effect on the date hereof

5. **The Owner's 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, such obligations being planning obligations for the purposes of section 106 of the Act as set out in the Second Schedule.

6. **The Council's Covenants**

The Council covenants with the Owner to observe and perform the obligations on its part in this Deed including those obligations set out in Third Schedule.

7. **Fees**

The Owner shall pay to the Council on completion of this Deed the sum of £525.00 (Five Hundred and Twenty Five Pounds) incurred in the negotiation, preparation and execution of this Deed.

8. **Local Land Charge**

8.1. This Deed shall be registrable as a local land charge by the Council.

8.2. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

9. **Communication and Council's Consent or Approval**

Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Housing and Planning Services and any notices shall be deemed to have been properly served

if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

10. **Termination of this Deed**

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.

11. **The Contracts (Rights of Third Parties) Act 1999**

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.

12. **Liabilities**

12.1. 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.

12.2. No statutory undertaker shall be liable for any covenants contained in this Deed.

12.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted after the date of this Deed.

13. **Exemptions**

13.1. From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on any Chargee of an Affordable Housing Unit or of the Site as defined herein nor on their successors in title save that this provision shall only apply once the mortgagee has taken possession of the Affordable Housing Unit or the Site.

13.2. It is hereby agreed that notwithstanding the provisions herein contained none of the covenants or obligations in this Deed shall apply or continue to apply after the Site (or any part of it) and/or any Affordable Housing Unit has been subject to a disposal required by:

13.2.1. any statutory provisions now or hereafter in force;

13.2.2. any Order of the Court;

13.2.3. the Homes and Communities Agency or its successor body;

13.2.4. the exercise of a power of sale by a mortgagee in possession or any disposal by any person deriving title from a mortgagee exercising their power of sale

13.2.5. a tenant who has acquired the right to buy or right to acquire pursuant to any statutory provision now or hereafter in force or any person deriving title from such a tenant

14. **Council's Powers**

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.

15. **Waiver**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

16. **Change in Ownership**

The Owner agrees with the Council to 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

17. **VAT**

All consideration given in accordance with the terms of this Deed shall be inclusive of any value added tax properly payable.

18. **Dispute Provisions**

18.1. In the event of any dispute or difference arising between the parties 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 and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 18.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 18.1 or as to the appropriateness of the professional body then such question may be referred by either part 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 shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.3. 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.
- 18.4. 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.

19. **Jurisdiction**

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

20. **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

21. **Future / Amended Planning Permission(s)**

- 21.1. In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 21.2. In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Deed shall be to the new planning permission granted pursuant to Section 73 of the Act and this Deed 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 Act SAVE THAT if the Section 73 application has the effect of changing the number of Dwellings then this clause shall have no effect.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

First Schedule

Details of Title and description of the Site

The land at Beadnell, Northumberland as shown for identification purposes only edged red on the Plan.

Second Schedule

The Owner's Covenants with the Council

The Owner covenants with the Council as follows:

1. Delivery of the Affordable Housing Units

- 1.1. That not more than 10 Open Market Dwellings shall be Occupied until all of the Affordable Housing Units have been Practically Completed and made available for Occupation in accordance with the Planning Permission.

2. Affordable Rented Units

- 2.1. Subject to the terms of this Deed, the Affordable Rented Units shall only be Occupied as follows:

2.1.1. by a person and his family who on allocation of the Affordable Rented Unit was a person in Housing Need or meeting such other personal criteria as may subsequently be agreed by the Council in all respects acting reasonably from time to time during the lives of the said Affordable Rented Units; and

2.1.2. on the basis of being let for the Affordable Rent or less

- 2.2. Save as provided in this Deed at paragraph 2.4 of this Schedule, as soon as reasonably practicable after Practical Completion of the Affordable Rented Units (it being agreed that nothing shall prevent the Owner from selling the land upon which the Affordable Rented Units are to be constructed or from selling incomplete Affordable Rented Units to an Affordable Housing Provider prior to Practical Completion) the Owner shall transfer the Affordable Rented Units to an Affordable Housing Provider.

- 2.3. Any transfer of any Affordable Rented Unit by the Owner to an Affordable Housing Provider ("a Relevant Provider") must contain covenants to the effect that (subject to the exemptions contained in clause 13 of this Agreement):-

2.3.1. the Relevant Provider shall not use or permit an Affordable Rented Unit to be let at a rent which exceeds the Affordable Rent;

2.3.2. the allocation of the Affordable Rented Units shall be made through the Northumberland Homefinder Scheme or any replacement policy, other than where an existing policy between the Council and the Relevant Provider already exists or is agreed from time to time;

2.3.3. a requirement that the same terms as set out in this paragraph 2.3 (including this paragraph 2.3.3) shall be included in any

subsequent transfer of any of the Affordable Rented Units by the Relevant Provider to another Registered Provider.

- 2.4. In the event that the Affordable Housing Provider is Northumberland Estates, then prior to the Occupation of an Affordable Rented Unit, the Northumberland Estates shall provide evidence to the Council of the proposed basis of the calculation of the Affordable Rent of such Affordable Rented Units.

3. Discounted Market Sale Units

- 3.1. No Discounted Market Sale Unit ("DMSU") shall be Occupied other than in accordance with the Occupancy Restriction.
- 3.2. No DMSU shall be Occupied unless the Council's S106 Officer has confirmed in writing (such confirmation to be provided within 20 working days of receipt by the Council of the RICS Valuation Report to be provided in accordance with paragraph 3.3 below) and in the event that the Council's S106 Officer does not respond within the 20 working day period, the confirmation shall be deemed to have been provided) that the purchaser of the DMSU is a Qualifying Person and that they would not be able to purchase the DMSU at the Market Value of that particular Dwelling and that the DMSU shall not be sold at a sale price greater than the Discounted Sale Price.
- 3.3. In order for the Council to certify the proposed sale price of a DMSU is a Discounted Sale Price the owner for the time being of a DMSU shall provide the Council with a copy of a RICS valuation report of the Dwelling together with the proposed Discounted Sale Price of that unit:
 - 3.3.1. Prior to first Occupation; and
 - 3.3.2. On every future occasion that the DMSU is proposed to be sold and no sale shall take place until the Council has certified accordingly.
- 3.4. A person who satisfies the basic qualifying criteria for occupation of a DMSU shall hereafter be referred to as a "Qualifying Person" and the criteria satisfied by a Qualifying Person shall be demonstrated by a need to be housed locally by virtue of their strong local connections that is people within at least one of the following four categories:-
 - 3.4.1. People who have had their main place of residence locally for at least 6 months in the preceding 2 years; or
 - 3.4.2. People who are employed locally or are to be employed locally or have retired from employment locally and wish to remain in the local area; or
 - 3.4.3. People whose work provides local services and who need to live locally; or

- 3.4.4. People who have long standing connections with the local area, such as the children of local residents or elderly people, who need to move back to the local area to care for or be cared for by relatives or other carers.

In the above respects "local" or "locally" means the Settlement, Parish or adjoining Settlement or Parish in which the DMSUs are built as a first priority for occupation of a DMSU in accordance with the terms of paragraph 3.5.1, and the administrative area of the Council as the second priority for occupation of the DMSU for the purposes of paragraph 3.5.2.

- 3.5. Such Qualifying Persons must be allocated a DMSU upon the basis of the following priority criteria:-
 - 3.5.1. First priority to be given to people connected to the Settlement or Parish or the Adjoining Settlement or Parish in which the DMSUs are built (hereinafter referred to as "an Adjoining Parish Person")
 - 3.5.2. Second priority to be given to people connected to the Administrative Area of the Council (hereinafter referred to as "a County Person")
- 3.6. No DMSU shall be Occupied unless it is (or in the case of the first sale will following completion of the registration at the Land Registry of the transfer of such DMSU be) subject to the Discounted Market Sale Restriction on the register of title to the relevant DMSU and a copy of the relevant restriction and the certificate referred to therein has been supplied to the Council (marked for the attention of the Council's S106 Officer) on each disposition of a DMSU.
- 3.7. In trying to allocate the occupation of a DMSU in accordance with paragraph 3.5 above, the Owner will target their Initial Marketing for a period of 12 weeks at prospective occupiers who are Qualifying Persons and are an Adjoining Parish Person.
- 3.8. If in trying to allocate the occupation of a DMSU in accordance with paragraph 3.5 above, the Owner does not find a Qualifying Person willing to purchase the DMSU within the 12 week period mentioned for the purposes of paragraph 3.7, the Owner will target its Additional Marketing for a further period of 12 weeks following the said 12 week period at prospective occupiers who are Qualifying Persons and are a County Person.
- 3.9. If at the end of the total 24 week period referable to the marketing of the DMSUs for the purposes of paragraphs 3.7 and 3.8 (or such commuted period as may be agreed for the purposes of paragraph 3.10.3) any given DMSU is not allocated for occupation in accordance with the criteria and procedures specified in paragraphs 3.5, 3.7 and 3.8 above, the Owner shall be free to dispose of the DMSU to a Qualifying Person originating from and

connected to any location, not just a person who qualifies for the purposes of hereof as an Adjoining Parish Person or a County Person

3.10. It is hereby PROVIDED AND AGREED that: -

3.10.1. every time a DMSU shall become available for occupation again in the future it shall be allocated to persons in strict accordance with the priority occupation criteria set out in paragraphs 3.1 to 3.9 (inclusive) above SAVE THAT references to "12 weeks" shall become references to "6 weeks"; references to "24 weeks" shall become references to "12 weeks" and references to Additional Marketing shall become a reference to Initial Marketing, and

3.10.2. in the case of the first sale of a DMSU, the Owner shall be free to market those DMSU's in full accordance with the terms of paragraphs 3.1 to 3.9 at any point prior to the construction of such Dwellings being completed (though such period of marketing may not begin prior to the Commencement of Development) save that any such period of Marketing (that has taken place prior to substantial completion of the DMSUs) shall not be taken to discharge in whole or in part the obligations on the part of the Owner to market the affected DMSU's in accordance with the terms of paragraphs 3.7 to 3.9, and

3.10.3. if at any time it becomes apparent to the Owner that market conditions do not favour the sale of a DMSU to an Adjoining Parish Person and/or a County Person (as the case may be), the periods for marketing of the units in accordance with the terms of paragraphs 3.7 to 3.9 may at any time be commuted (and foregone) in whole or in part by agreement with the Council (such agreement not to be unreasonably withheld or delayed).

3.11. Nothing within this deed shall prevent a DMSU from being let at an Affordable Rent and in accordance with Paragraph 2 of this Second Schedule.

4. **Occupancy Restriction**

4.1 The owner, or occupier in the case of an Affordable Rented Unit, of any Dwelling shall not permit such Dwelling to be occupied otherwise than as his or her Principal Residence or the Principal Residence of a Family Member (with their invitees and visitors for the time being).

4.2 Without prejudice to the generality of clause 4.1 above:

4.2.1 the Dwelling shall not be occupied pursuant to a lease for a term of less than 6 months' duration;

4.2.2 The Dwelling shall not be occupied as a commercial holiday let

4.2.3 the Dwelling shall not be advertised online, by newspaper or magazine or otherwise howsoever as available otherwise than for sale or occupation for a term of not less than 6 months' duration;

4.2.4 the Owner (or occupier in the case of an Affordable Rented Unit) shall keep proof that the Dwelling is being occupied in compliance with clauses 4.1 and 4.2.1 above (such proof to comprise or include, by way of example, evidence of registry on the local electoral role and being registered for and attending local services, such as healthcare or schools) and shall produce such proof of compliance as the Council may reasonably require within 21 days of being requested to do so by the Council in writing.

5. Ecology Contribution

5.1. The Owner shall pay to the Council the Ecology Contribution prior to the Occupation of the first Dwelling to be constructed on the Site in accordance with the Planning Permission.

6. Ecological Signage

6.1 Prior to the Commencement of Development the Owner shall submit details of the signage that he proposes to erect advising the public that dogs should be on leads in the special protection area; and

6.2 Prior to the Occupation of the first Dwelling on the Site the Owner shall erect the approved signage to the reasonable satisfaction of the Council.

7. Highways Contribution

Prior to the Commencement of Development the Owner shall pay the Highways Contribution to the Council.

Third Schedule

The Council's Covenants with the Owner

The Council covenants with the Owner as follows:

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed
2. To issue the Planning Permission on the date hereof or as soon as reasonably practicable thereafter.
3. To use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
4. That it will return such amount of the Ecology Contribution and Highways Contribution to the person making the payment which has not been expended or committed to expenditure in accordance with the provisions of this Deed within five years of the date of receipt by the Council of such payment
5. The Council shall provide to the person who made the payment such evidence as the person who made the payment shall reasonably require in order to confirm the expenditure of sums paid by that person under this Deed.

Fourth Schedule
Draft Planning Permission

NORTHUMBERLAND

Northumberland County Council

TOWN AND COUNTRY PLANNING ACT 1990(As Amended)
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (ENGLAND) ORDER 2010

NOTICE OF PLANNING PERMISSION

Application No. 16/01688/OUT

Mr Guy Munden
The Northumberland Estates
Estates Office
Alnwick Castle
Alnwick
NE66 1NQ

- Proposal** Outline application for the development of 45 no. residential dwellings, including all ancillary works; approval sought for access, landscaping, layout and scale, appearance is a reserved matter (as amended by plans received 13/10/16 - layout of access road)
- Location** Land South Of Kennedy Green Beadnell Northumberland
- Applicant** Mr Guy Munden
Estates Office Alnwick Castle Alnwick NE66 1NQ

In pursuance of powers under the above Act the Local Planning Authority hereby PERMITS the development described above which should be carried out in accordance with plans and details submitted with the application subject to all conditions defined in the attached schedule.

NOTE

Failure to adhere to any details shown on the plans forming part of the application for which permission is hereby granted, and/or failure to comply with any conditions attached to this permission, may constitute a contravention of the provisions of the Town and Country Planning Act 1990 in respect of which enforcement action might be taken.

(YOUR ATTENTION IS DRAWN TO THE NOTES OVERLEAF)

Application No. 16/01688/OUT

Reasons

Conditions

- 1 Approval of the details of the appearance of the site (hereinafter called the reserved matters) shall be obtained from the Local Planning Authority in writing before any development is commenced. Thereafter, development shall not be carried out other than in accordance with the approved details.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

- 2 Application for the 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 Section 92 of the Town and Country Planning Act 1990 (as amended).

- 3 The development hereby permitted shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

- 4 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans and documents. The approved plans and documents are:-

540-TNE SD-10.02 E - Proposed Site Plan
540-TNE SD-10.03 E - Proposed Site Plan With Access

Reason: To ensure that the approved development is carried out in complete accordance with the approved plans and documents and to ensure that a satisfactory form of development is obtained.

- 5 The proposed mix of housing shall comprise the following as set out on approved drawing 540-TNE SD-10.02 E - Proposed Site Plan:

13 no. two-bedroom dwellings
23 no. three-bedroom dwellings
9 no. four-bedroom dwellings

Reason: To ensure that the approved development is carried out in complete accordance with the approved plans and documents and to ensure that a satisfactory form of development and housing mix is obtained.

- 6 The appearance of the housing shall follow the principles of the layout as set out on approved drawing 540-TNE SD-10.02 E - Proposed Site Plan and the proposed

scale of dwellings as shown in the Design and Access Statement: Revision A (July 2016), and shall not exceed more than two-storeys of accommodation.

Reason: To ensure that the approved development is carried out in complete accordance with the approved plans and documents and to ensure that a satisfactory form of development and housing mix is obtained.

- 7 The development shall not be occupied until a detailed scheme for the provision, maintenance and management of areas of open and play space (excluding private gardens) has been submitted to, and approved in writing by the Local Planning Authority. Details to be submitted shall include;

Details of landscape management and maintenance plans

Details of planting, grass cutting, weeding and pruning

Inspection, repair and maintenance of all hard landscaping and structures

Management, monitoring and operational restrictions

Maintenance and planting replacement programme for the establishment period of landscaping

A procedure that would be implemented in the event of any tree (or item of soft landscaping) being removed, uprooted/ destroyed or dying

The development shall thereafter be carried out in full accordance with the approved details.

Reason: To ensure appropriate maintenance and management of open space in accordance with Policy F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

- 8 Notwithstanding the landscape plans submitted with the application, prior to the commencement of development a revised plan for the landscape planting of the whole site shall be submitted to and approved in writing by the Local Planning Authority. The plan shall detail the species and number of trees, hedgerows and shrubs, and shall use only Northumberland native species. The landscaping, including any trees and shrubs, shall ensure that it does not impact upon the archaeological features to be retained within the development (WWI practice trenches). Once approved the plan shall be implemented in full during the first planting season (November March inclusive) following the commencement of development.

Reason: To maintain and protect the landscape value of the area from the outset, to enhance the biodiversity value of the site, and to ensure that archaeological features retained within the development layout are not impacted by landscaping activities, in accordance with the provisions of Policy F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

- 9 No construction work shall take place on the construction of the dwellings or the road hereby approved until the following details have been submitted to and approved in writing by the Local Planning Authority:-

i. The details and positioning of all new means of enclosure, walls and fences;

- ii. Details of the positioning and height of any retaining wall over 1 metre high and of flights of steps and handrails; and
- iii Finished floor levels of the dwellings.

The development shall thereafter be undertaken in accordance with the approved details.

Reason: In the interests of the appearance of the area in accordance with Policy F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

- 10 No development above damp proof course level on the construction of the dwellings shall commence until details of a biodiversity enhancement plan has been submitted to and approved in writing by the Local Planning Authority. The plan shall incorporate measures to build features for biodiversity into the new dwellings, including provision for swift nest sites and bat roosts. The development shall thereafter be undertaken in accordance with the approved details.

Reason: To enhance the biodiversity value of the site, in accordance with the National Planning Policy Framework.

- 11 No development shall commence until the details of a scheme of fencing to protect identified archaeological features during the construction phase have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall thereafter be implemented in full and retained for the duration of the construction works.

Reason: To ensure that archaeological features and monuments within the development layout are not damaged by heavy plant or construction activity during the development process, from the outset, in accordance with the National Planning Policy Framework.

- 12 No dwellings shall be occupied until a scheme has been implemented on the site for an interpretive display or facility summarising the archaeological and historical significance of the site as a whole and individual heritage assets, in accordance with details which shall have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the detail of an interpretive facility (as outlined in the application) is accurate, appropriate and proportionate to the heritage significance of the site, in accordance with the National Planning Policy Framework.

- 13 No development shall commence until a method statement for the consolidation and repair of agreed heritage assets, including the limekiln and the pillbox, has been submitted to and approved in writing by the Local Planning Authority and their archaeological advisors.

Reason: To ensure that identified heritage assets retained within the development area are conserved for the benefit of current and future generations, from the outset, in accordance with the National Planning Policy Framework.

14 A programme of archaeological work is required in connection with this development. The programme of work should collate archaeological assessments undertaken to date and any additional archaeological work undertaken as part of repair and consolidation works to the pillbox and limekiln. A copy of the final report(s) and archive record is deposited with the relevant record office. The scope of archaeological work should be set out in a Written Scheme of Investigation and submitted to the Local Planning Authority. The approved scheme of archaeological work shall comprise three stages of work. Each stage should be completed and approved in writing by the Local Planning Authority before it can be discharged.

a) No development shall take place until a Written Scheme of Investigation (WSI) for archaeological mitigation work has been submitted to and approved in writing by the Local Planning Authority.

b) The archaeological recording scheme must be completed in accordance with the approved written scheme of investigation.

c) The programme of analysis, reporting, publication and archiving, if required, must be completed in accordance with the approved written scheme of investigation.

Reason: The site is of local historical and archaeological interest, in accordance with the National Planning Policy Framework.

15 No development shall commence until details of the existing and proposed site levels have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be undertaken in accordance with the approved details.

Reason: In the interests of ensuring the visual amenity of the area from the outset, in accordance with Policy F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

16 No development shall commence until a Construction Method Statement has been submitted to and approved in writing by the Local Planning Authority. The approved Construction Method Statement shall be adhered to throughout the construction period. The Construction Method Statement shall, where applicable, provide for:

- i. details of temporary traffic management measures, temporary access, routes and vehicles;
- ii. vehicle cleaning facilities;
- iii. the parking of vehicles of site operatives and visitors;
- iv. the loading and unloading of plant and materials;
- v. storage of plant and materials used in constructing the development
- vi. measures to control the emission of dust and dirt;

Reason: To ensure residential amenity and highway safety, from the outset, in accordance with the National Planning Policy Framework.

17 No ground works or development shall commence until temporary passing places/localised widening have been provided on Swinhoe Road, to be used during

the construction period, in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of ensuring highway safety and amenity, from the outset, in accordance with the National Planning Policy Framework.

- 18 The materials to be used in the construction of the external surfaces of the adoptable highway elements of the estate shall be in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority prior to construction of these elements of the development. The development shall thereafter be carried out in accordance with the approved details.

Reason: In the interests of visual amenity, in accordance with Policy F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

- 19 No dwelling shall be occupied unless passing places / localised widening have been provided along Swinhoe Road, between the site access and county road B1340 junction, including localised widening of the Swinhoe Road carriageway fronting the site access, in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority. Thereafter the works shall be undertaken in accordance with the approved plans prior to first occupation of any dwelling.

Reason: In the interests of highway safety and amenity, in accordance with the National Planning Policy Framework.

- 20 Notwithstanding the details provided, no development shall be commenced on the proposed dwellings unless revised details of car parking provision across the development area, including within plot and communal visitor parking spaces, have been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved scheme shall be implemented in accordance with the approved details prior to the occupation of dwelling to which the parking serves and shall be so retained

Reason: In the interests of highway safety, in accordance with the National Planning Policy Framework.

- 21 Notwithstanding the details submitted, the development shall not be occupied until revised details of the means of vehicular access (estate road junction) to Swinhoe Road, including road widening and provision of footway link and visibility splays, together with any accesses, footway, verge areas to be reinstated, have been submitted to and approved in writing by the Local Planning Authority and implemented in accordance with the approved details. Thereafter, the vehicular access and reinstated highway works shall be retained in accordance with the approved details.

Reason: In the interests of highway safety, in accordance with the National Planning Policy Framework.

- 22 No development shall commence until an Estate Street Phasing and Completion Plan has been submitted to and approved in writing by the Local Planning Authority. The Estate Street Phasing and Completion Plan shall set out the development phases, completion sequence and construction standards that estate streets serving each phase of the development will be completed. The development shall then be carried out in accordance with the approved Estate Street Phasing and Completion Plan.

Reason: To ensure estate streets serving the development are completed in the interests of residential amenity and highway safety, from the outset, in accordance with the National Planning Policy Framework.

- 23 No development shall commence until details of proposed arrangements for future management and maintenance of the proposed streets within the site have been submitted to and approved in writing by the Local Planning Authority. Following occupation of the first dwelling on the site, the streets shall be maintained in accordance with the approved management and maintenance details.

Reason: To ensure estate streets serving the development are completed in the interests of residential amenity and highway safety, in accordance with the National Planning Policy Framework.

- 24 No development shall commence until full engineering, drainage, street lighting (where required within the housing layout) and constructional details of the streets proposed for adoption have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be constructed in accordance with the approved details.

Reason: In the interests of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the amenities of the locality and users of the highway, from the outset, in accordance with the National Planning Policy Framework.

- 25 The development shall not be occupied until details of refuse storage facilities and a refuse storage strategy have been submitted to and approved in writing by the Local Planning Authority. The approved refuse storage facilities shall be implemented before the development is occupied. Thereafter, the refuse storage facilities and refuse storage strategy shall operate in accordance with the approved details.

Reason: In the interests of the amenity of the surrounding area and highway safety, in accordance with the National Planning Policy Framework.

- 26 Notwithstanding the details provided, no dwelling shall be occupied on plots 1, 7, 15, 22, 28 and 32 until revised details of manoeuvring/turning for cars from the driveways for those plots (including extending adoptable carriageway areas) have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the approved arrangements shall be implemented and shall be so retained.

Reason: In the interests of highway safety, in accordance with the National Planning Policy Framework.

- 27 No development shall commence until details of the proposed crossing points in respect of the new access road and the routes of Public Footpaths Nos. 4 and 5 have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be undertaken in accordance with the approved details on construction of the access road.

Reason: To maintain the routes of the existing public rights of way, from the outset, and in the interests of highway safety, in accordance with the National Planning Policy Framework.

- 28 No action should be taken to obstruct the route of Public Footpaths Nos. 4 and 5 or in any way prevent or deter public use of the paths without the necessary legal temporary diversion/closure Order having been made, confirmed and an alternative route provided.

Reason: To maintain the routes of the existing public rights of way, in accordance with the National Planning Policy Framework.

- 29 No development shall commence until details of measures to protect the routes and users of Public Footpaths Nos. 4 and 5 during the construction phase have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall thereafter be implemented in full and retained for the duration of the construction works.

Reason: To maintain the routes of the existing public rights of way, from the outset, and in the interests of highway safety, in accordance with the National Planning Policy Framework.

- 30 No dwelling hereby permitted shall be occupied until a scheme of improvements to Public Footpath No. 5, extending for the full length of the application site and up to Beadnell Links Caravan Site, has first been submitted to the Local Planning Authority for approval. The scheme shall include proposals for the future maintenance of this footpath. The development shall thereafter be undertaken and maintained in accordance with the approved details prior to first occupation of the dwellings.

Reason: In order to improve the public right of way links within the area, in accordance with the National Planning Policy Framework.

- 31 No development shall commence until a scheme to dispose of surface water from the development has been submitted to and approved by the Local Planning Authority. This scheme shall:
- i. Restrict discharge from the development to Qbar for all rainfall events up to and including the 1 in 100 year event, unless otherwise agreed by LLFA and the Local Planning Authority.
 - ii. Adhere to the principles as set out in the drainage strategy from Wardell Armstrong job number NT12310.

- iii. Provide attenuation on site for the 1 in 100 year plus climate change event incorporating urban creep.
- iv. Incorporate sustainable drainage techniques throughout the development wherever possible and practicable.
- v. Provide details of the adoption and maintenance of all surface water features on site.
- vi. Provide details of how the drainage details submitted within this application will interact with any future phases

The scheme shall be implemented in accordance with the approved details prior to first occupation of any dwelling.

Reason: To ensure the effective disposal of surface water from the development, from the outset, in accordance with the National Planning Policy Framework.

- 32 Prior to first occupation of the dwellings details of the adoption and maintenance of all SuDS features shall be submitted to and approved by the Local Planning Authority. A maintenance schedule which includes details for all SuDS features for the lifetime of development shall be comprised within. The scheme shall be implemented in accordance with the approved details prior to first occupation of any dwelling and thereafter maintained at all times in accordance with the approved details.

Reason: To ensure that the scheme to disposal of surface water operates at its full potential throughout the development's lifetime, in accordance with the National Planning Policy Framework.

- 33 No development shall commence until full details of the works for the disposal of foul drainage have been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until the approved sewerage details have been fully implemented in accordance with the approved details.

Reason: In order to ensure a satisfactory means of foul drainage is provided on site, from the outset, in accordance with the National Planning Policy Framework.

- 34 Prior to the installation of any temporary lighting during the construction phase or external lighting (within the site/on the buildings hereby permitted), details of the external lighting shall be submitted to and agreed in writing by the Local Planning Authority. Details should include:

The specific location of all external lighting units;
Design of all lighting units;
Details of beam orientation and lux levels; and
Any proposed measures such as motion sensors and timers that will be used on lighting units

The approved lighting scheme shall be installed in accordance with the approved details and shall be maintained as such thereafter, unless removed entirely.

Reason: In order to ensure that there is no harmful effects upon the landscape character of the area, from the outset, in accordance with the provisions of Policy

F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

- 35 No development shall commence until a report detailing the protective measures to prevent the ingress of ground gases, to the standards required in BS8485:2015 (Code of Practice for the design of protective measures for methane and carbon dioxide ground gases for new buildings), have been submitted to and approved in writing by the Local Planning Authority. The report shall contain full details of the validation and verification assessment to be undertaken on the installed ground gas protection, as detailed in CIRIA C735 (Good practice on the testing and verification of protection systems for buildings against hazardous ground gases)

Reason: In order to prevent any accumulation of ground gas, from the outset, which may potentially be prejudicial to the amenity of the occupants of the respective properties, in accordance with the National Planning Policy Framework.

- 36 The development shall not be brought into use until the applicant has submitted a validation and verification report to the approved methodology in Condition 35, which has been approved in writing by the Local Planning Authority.

Reason: In order to prevent any accumulation of ground gas, which may potentially be prejudicial to the amenity of the occupants of the respective properties, in accordance with the National Planning Policy Framework.

- 37 The development hereby permitted shall not be commenced until a scheme to deal with any contamination of land or pollution of controlled waters has been submitted to and approved in writing by the Local Planning Authority and until the measures approved in that scheme have been implemented. The scheme shall include all of the following measures unless the Local Planning Authority dispenses with any such requirement in writing:

a) Thereafter, a written Method Statement (or Remediation Strategy) detailing the remediation requirements for the land contamination and/or pollution of controlled waters affecting the site shall be submitted and approved by the Local Planning Authority, and all requirements shall be implemented and completed to the satisfaction of the Local Planning Authority. No deviation shall be made from this scheme without express written agreement of the Local Planning Authority.

b) Two full copies of a full closure (Verification Report) report shall be submitted to and approved by the Local Planning Authority. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Reason: To ensure that any contaminants within the site are dealt with in an appropriate manner to afford protection to the public, the buildings and the environment, from the outset, in accordance with the National Planning Policy Framework.

- 38 if during redevelopment contamination not previously considered is identified, then an additional method statement regarding this material shall be submitted to and approved in writing by the Local Planning Authority. No building shall be occupied until the method statement has been submitted to and approved in writing by the Local Planning Authority, and measures proposed to deal with the contamination have been carried out.

Reason: To ensure that risks from land contamination to the future users of the land and dwellings are minimised and to ensure that the development can be carried out safely without unacceptable risks to any future occupants, in accordance with the National Planning Policy Framework.

- 39 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, (or any order revoking and re-enacting that Order with or without modification), no buildings, structures or other development shall be constructed to the rear of plots 44 and 45 as shown on drawing 540-TNE SD-10.02 E - Proposed Site Plan, without the prior grant of planning permission from the Local Planning Authority.

Reason: In order to safeguard an existing soakaway facility that serves the Kennedy Green development to the rear boundary and to allow further consideration of the potential effects on this of any development in this location in accordance with Part 10 of the National Planning Policy Framework.

- 40 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no extensions, porches, dormer windows, roof lights or free standing buildings or structures shall be added to or constructed within the curtilage of the dwelling houses hereby permitted without the prior grant of planning permission from the Local Planning Authority.

Reason: In order to consider the impacts of any extensions on the approved housing mix of the area, and that the impact on the appearance of the dwellinghouses and on neighbouring properties and the character of the area of any additions or curtilage buildings may be properly assessed in the interests of amenity, in accordance with Policy F2 of the Berwick-upon-Tweed Borough Local Plan and the National Planning Policy Framework.

Notes to Applicant

1. Your attention is drawn to the Agreement under Section 106 of the Town and Country Planning Act 1990 affecting this site.
2. The applicant is advised to obtain a technical approval for all estate street details from the Local Highway Authority prior to the submission of such approved details to the Local Planning Authority to discharge condition 24 of this permission. You can contact the Highway Development Management at highwaysplanning@northumberland.gov.uk.

3. You are advised to contact the Council's Highway Development Management team at highwaysplanning@northumberland.gov.uk concerning the need for a Section 38 Agreement of the Highway Act 1980 relating to the adoption of new highways.
4. You are advised that offsite highway works required in connection with this permission are under the control of the Council's Technical Services Division and will require an agreement under section 278 of the Highway Act 1980. These works should be carried out before first occupation of the development. All such works will be undertaken by the Council at the applicant's expense. You should contact Highway Development Management at highwaysplanning@northumberland.gov.uk to progress this matter.
5. The following highway works will be agreed under the terms of Section 278 of the Highways Act 1980:
 - i) Localised widening of Swinhoe Road carriageway fronting the estate road junction/site access, together with associated works.
 - ii) Provision of passing places/localised widening along Swinhoe Road, together with signage and associated works.
6. You are advised to contact the Councils Lighting Section at HighwaysStreetLighting@northumberland.gov.uk before and during the construction period with respect of street lighting design to ensure sufficient illumination levels of the public highway and adoptable highway elements.
7. You should note that a highway condition/dilapidation survey is required to be carried out before the commencement of construction vehicle movements to/from this site. To arrange a survey contact Highway Development Management at highwaysplanning@northumberland.gov.uk.
8. The specification and verification of a clean cover system should adopt the Public Protection adopted guidance on the "Verification Requirements for Cover Systems - Technical Guidance for Developers, Landowners and Consultants" produced in collaboration with the Yorkshire and Humberside Pollution Advisory Council; this can be found at the bottom of the following webpage:

<http://www.northumberland.gov.uk/Protection/Pollution/Advice.aspx>
9. During the construction period, there should be no noisy activity, i.e. audible at the site boundary, on Sundays or Bank Holidays or outside the hours: Monday to Friday - 0800 to 1800, Saturday 0800 to 1300. Any repeatedly noisy activity at any time may render the developer liable to complaints which could result in investigation as to whether a statutory nuisance is being caused.
10. No deliveries or collections shall be made to or from the premises outside the hours of Monday to Friday - 0800 to 1800, Saturday 0800 to 1300 during the construction phase.
11. There shall be no burning of any material associated with the construction phase on the site.

12. Any areas of hardstanding areas (patio, driveways etc.) within the development shall be constructed of a permeable surface so flood risk is not increased elsewhere. There are three main types of solution to creating a permeable surface:

Using gravel or a mainly green, vegetated area.

Directing water from an impermeable surface to a border rain garden or soakaway.

Using permeable block paving, porous asphalt/concrete.

Further information can be found here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/7728/pavingfrontgardens.pdf

In addition the development should explore disconnecting any gutter down pipes into rain water harvesting units and water butts, with overflow into rainwater garden/pond thus providing a resource as well as amenity value and improving water quality.

DRAFT

Executed as a Deed by affixing

The Common Seal of **NORTHUMBERLAND COUNTY COUNCIL**

in the presence of:

..... *M. Mason*
Authorised Signatory



Signed as a Deed by
COLIN LESLIE BARNES (AS ATTORNEY)
The Most Noble Ralph George Algernon
Twelfth Duke of Northumberland

Colin L Barnes

)
) **Colin Leslie Barnes as attorney for**
) **The Most Noble Ralph George Algernon**
) **Twelfth Duke of Northumberland**

In the presence of:

Signature of Witness: *SBell*

Name: *SUZANNE BELL*

Address: **Estates Office, Alnwick Castle**
Alnwick, Northumberland. NE66 1NQ

Occupation: **Secretary**