

AGENDA SUPPLEMENT (1)

Meeting: Western Area Planning Committee

Place: Council Chamber - County Hall, Bythesea Road, Trowbridge, BA14 8JN

Date: Wednesday 5 June 2024

Time: 3.00 pm

The Agenda for the above meeting was published on Friday 24 May 2024. Additional documents are now available and are attached to this Agenda Supplement.

Please direct any enquiries on this Agenda to Ellen Ghey of Democratic Services, County Hall, Bythesea Road, Trowbridge, direct line 01225 718259 or email ellen.ghey@wiltshire.gov.uk

Press enquiries to Communications on direct lines (01225)713114/713115.

This Agenda and all the documents referred to within it are available on the Council's website at www.wiltshire.gov.uk

6 **Planning Appeals and Updates** *(Pages 3 - 66)*

DATE OF PUBLICATION: Wednesday 29 May 2024

Update Report and Appendices in Relation
to Application PL-2021-09777: Star
Ground, Station Road, Holt

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Agenda Item 6

Special Agenda Item: Star Ground, Station Road, Holt – application PL/2021/09777

At the 8 May WAPC meeting, Cllr Trevor Carbin tabled an urgent agenda item pursuant to the above consented application for ten affordable (rental) dwellings which obtained planning permission on 6 October 2022 following the completion of a s106 legal agreement to deliver the following:

- 2 x 1 bed flats/maisonettes
- 2 x 2 bed bungalows
- 4 x 2 bed houses
- 2 x 3 bed houses

The PL/2021/09777 application site is shown below outlined in red – which itself, followed the completion of an earlier affordable housing exception scheme for twelve dwellings (approved under W/08/03381/FUL – with those homes being readily identifiable within the blue outline below).



The officer's report, decision notice and associated s106 for the 10-house scheme (granted under the 2021 application) are attached as an appendix for additional background information.

The officer's report clearly set out the case for the scheme to be supported as a WCS CP44 Exception site, which had the support of Holt Parish Council. Following the

granting of permission, a material start commenced in February 2023, and it is understood that the homes are now nearing completion, with a July completion date envisaged.

The Wiltshire Core Strategy continues to have primacy as the adopted Development Plan for Wiltshire and the associated development plan policy for the allocation of, or the granting of planning permission for rural exception housing sites for affordable housing continues to be Core Policy 44 which is copied below:

Core Policy 44

Rural exceptions sites

At settlements defined as Local Service Centres, Large and Small Villages (Core Policy 1), and those not identified within the settlement strategy, a proactive approach to the provision of affordable housing will be sought in conjunction with parish councils and working with local communities and other parties. This exception to policy allows housing for local need to be permitted, solely for affordable housing, provided that:

- i. the proposal has clear support from the local community
- ii. the housing is being delivered to meet an identified and genuine local need
- iii. the proposal is within, adjoining or well related to the existing settlement
- iv. environmental and landscape considerations will not be compromised
- v. the proposal consists of 10 dwellings or fewer
- vi. employment and services are accessible from the site
- vii. its scale and type is appropriate to the nature of the settlement and will respect the character and setting of that settlement
- viii. the affordable housing provided under this policy will always be available for defined local needs, both initially and on subsequent change of occupant.

Cross-subsidy

In exceptional circumstances a proportion of market housing may be considered appropriate where it can be demonstrated that the site would be unviable, as an exception site that meets the above criteria, without cross-subsidy. It should be recognised that the inclusion of open market housing will not normally be supported. In these exceptional circumstances:

- ix. the majority of the development is for affordable housing
- x. it has been demonstrated through detailed financial appraisal that the scale of the market housing component is essential for the successful delivery of the development and is based on reasonable land values as an exception site
- xi. no additional subsidy for the scheme and its affordable housing delivery is required.

At the 8 May WAPC meeting, Cllr Carbin sought a statement of support from the committee to ensure that when it comes to nominations/ property allocation, the affordable homes satisfy the Council's policy in terms of qualifying persons for the 10-house scheme.

As with all affordable housing provision, the nominations/allocation must follow the Council's adopted Allocations Policy, therefore the Provider would need to advertise the property via the Council's Choice Based Lettings Scheme (Homes4Wiltshire).

The statutory scheme for social housing allocation is contained in Part 6 of the Housing Act 1996 and a Local Authority **cannot** allocate housing accommodation to a person who does not qualify to join the register.

The Homes4Wiltshire / Wiltshire Council Allocations Policy (Allocations Policy) provides the framework for Wiltshire Council and its partners for the registration and assessment of applicants for affordable homes and sets out the prioritisation criteria to ensure that those in the greatest housing need are offered affordable housing.

Section 3.7 of the Allocations Policy states that:

'Wiltshire Council's allocation scheme considers applications from people in housing need only. Housing need is based upon current housing circumstances and any change of housing circumstances will affect housing applicants' entitlement to priority for re-housing.'

Section 8.6 of the Allocations Policy, details the banding criteria and determines a households need as follows:

Housing Register	Eligible to Bid for all properties
Band 1 (Emergency Need)	<ul style="list-style-type: none"> • Statutory Requirement • Emergency Medical or Welfare need • Care Leavers • Corporate Duty
Band 2 (High Need)	<ul style="list-style-type: none"> • Under-occupying and suffering financial hardship (transfers only) • Social Care • Injured, sick or disabled serving or former Armed Forces personnel • Move on from supported accommodation • Urgent medical and welfare need • Relief of homelessness duty
Band 3 (Medium Need)	<ul style="list-style-type: none"> • No Fixed Abode & Insecurity of tenure • Temporary Accommodation • Seriously overcrowded • Medical and Welfare need • Hardship • Under-occupying in social housing • Prevention of homelessness duty • Other Statutory requirements
Band 4 (Low Need)	<ul style="list-style-type: none"> • Lacking or sharing facilities • Overcrowded • Armed Forces • Intentionally homeless • Sheltered or Extra Care • Specialist accommodation for those with specific needs • Connections to Rural Exception Sites and Community Land Trust sites

Not relevant to the Star Ground scheme, but the same section includes the following for open market register interest:

Open Market Register	Eligible to bid on selected properties
	<ul style="list-style-type: none"> • Low Cost Home Ownership / Home Buy • Shared Ownership • Starter Homes • First Homes exception sites • Market rented properties

If an applicant meets the parish connection criteria for affordable homes on Rural Exception Sites with no other housing need (as listed above), it is possible to be admitted to the housing register provided the applicant can show that they have a parish connection to the site.

Paragraph 9.1 of the Allocations Policy defines Parish Connections as follows:

9.1 Parish Connections

9.1.1 Homes will be allocated to applicants with a connection to a town or parish or where an area has an adopted neighbourhood plan priority will be given to applicants with a connection to the designated neighbourhood area as defined within the neighbourhood plan. A parish connection will be based on the following criteria:

- A person who is resident in the parish, town or city and has been resident in the same parish, town, or city for the past 12 months, or
- A person who is in permanent paid employment or has a fixed term contract for a minimum of one year or an offer of paid employment for a contract for a minimum of one year or is self-employed and works predominantly in the parish
- A person with close family (grand-parents, parents, legal guardian, adult children or brothers and sisters) who have lived in the parish or town for 5 years or longer. However, for extra care properties the connection criteria will be defined within the extra care procedure to ensure that those in rural locations are not unfairly disadvantaged as all extra care schemes are located in towns and large villages.

As set out within the s106 Legal Agreement for the Star Ground development (a copy of which is attached to this report), Schedule 3 paragraph 1, refers to the Nomination Rights, which confirms that nominations/allocations are done in accordance with the Council's Allocation Policy. Therefore, the Registered Provider (Stonewater) would need to advertise the property via the Council's Choice Based Lettings Scheme (Homes4Wiltshire).

Paragraph 4 of Schedule 3 confirms that the Council has 100% nomination rights for the initial allocation of each dwelling therefore reaffirms the requirement to advertise the property through Homes4Wiltshire.

Therefore, it is the Provider (Stonewater) who would need to specify in the contents of the property advert (advertised through Homes4Wiltshire), detailing it is Rural Exception Site and that that the successful applicant **must** have a local connection to the parish where the properties are. This would then allow them to skip applicants who do not have a connection to the particular parish, when they shortlist for the property.

Following on from the May WAPC meeting, a series of discussions have taken place involving WC legal, the Housing Property and Support Team, the Housing Enabling Team and Alison Parry (the senior new homes executive officer at Stonewater - being the appointed housing registered provider for the Star Ground Holt scheme) with the latter confirming on May 20th that the Council's local letting plan and advert wording would be followed and the local connection requirement would be a critical elevated part of any nominations.

The Council's housing enabling team also confirmed that they will continue to liaise with Stonewater to allocate the houses in accordance with the legally agreed tier provision process where applicants with a connection to the parish would come first.

Once the homes are ready to be advertised by Stonewater, anyone with a local connection that has an interest in any of the ten properties can contact the Housing Solutions Service to express an interest in a property and they will be admitted to the housing register so long as they meet the criteria.

The following is taken from the Council's website - [New housing - frequently asked questions - Wiltshire Council](#)

What does local connection mean?

✕

- Local connection refers to the restrictions that exist on who may be eligible for some affordable homes.
- Only people with an established connection to the local area are entitled to obtain affordable housing in that area.
- This could include a connection through family members living in the area, or through your employment in the area.
- Local connection applies to some affordable housing developments in order to ensure that local people have access to housing in the area.
- For more detailed information in relation to local connection criteria please see our [Homes4Wiltshire allocations policy](#).

Who does not qualify for the Housing Register?

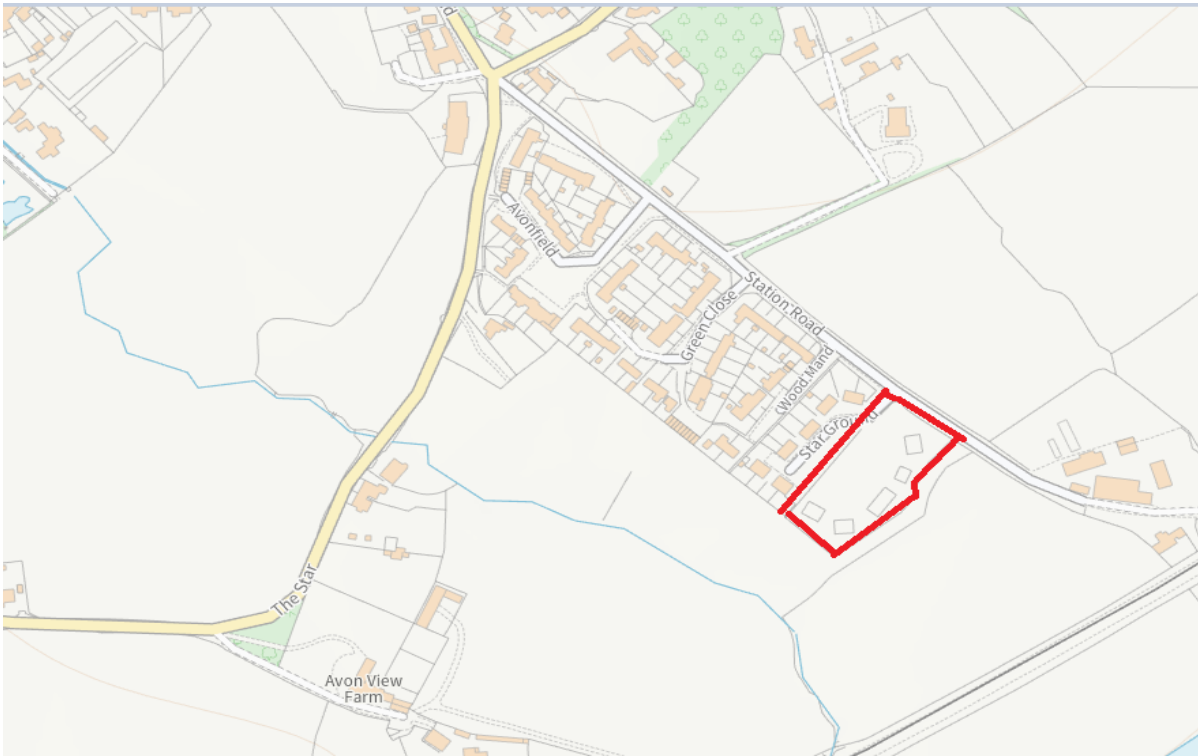
- Those subject to immigration control (except those entitled to apply for housing under regulations set out by the government)
- A person is not in housing need if s/he is considered to be adequately housed under Wiltshire Council's Allocation Policy
- Homeowners are not in housing need unless they cannot afford to pay their mortgages and the mortgage term cannot be extended to make it affordable
- People with unmanaged housing debt
- Those found guilty of Anti-Social Behaviour within the last 12 months

Open Market Register

The Open Market Register is aimed at those who are interested in exploring other housing options, such as Low-Cost Home Ownership including discounted sale or shared ownership property and low demand affordable rented properties including older people's accommodation.

The procedure for registering on the Open Market Register is the same as for the Housing Register.

Site Location – Star Ground, Holt



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CASE OFFICER'S REPORT

Application Reference: PL/2021/09777
Application Type: Full planning permission
Site Inspection:
Consultation ends: 11 March 2022
Case officer: Steven Sims

Site Address: Land at Phase 2, Star Ground, Station Road, Holt, Wiltshire.
Proposal: Erection of 10 affordable homes, vehicular access, open space, landscaping and associated infrastructure.
Recommendation: Approve with Conditions

POLICIES

Wiltshire Core Strategy (WCS) - Relevant policies include: Core Policy 1: Settlement Strategy; Core Policy 2: Delivery Strategy; Core Policy 7: Spatial Strategy – Bradford on Avon Community Area; Core Policy 41: Sustainable construction and low-carbon energy; Core Policy 44: Rural Exceptions Sites; Core Policy 50: Biodiversity and Geodiversity; Core Policy 51: Landscape; Core Policy 52: Green Infrastructure; 57: Ensuring high quality design and place shaping; Core Policy 60: Sustainable Transport; Core Policy 61: Transport and Development; Core Policy 64: Demand Management; Core Policy 67: Flood Risk.

West Wiltshire District Local Plan (1st Alteration) Saved Policies
Saved Policy U1a – Foul Water Disposal

Holt Neighbourhood Plan 2016-2016 (HNP) – Policies H1.2, H1.3, H2.1, H3.2, P.1, E.1 and E.2

National Planning Policy Framework 2021 (The Framework)

Other

Planning Practice Guidance (PPG)
Wiltshire Local Transport Plan 2011 – 2026
Wiltshire Local Transport Plan 2011 – 2026: Cycle Strategy
Housing Land Supply Statement April 2021

RELEVANT PLANNING HISTORY

Adjacent site – 08/03381/FUL – 12 new affordable houses - Approved

CONSULTATION RESPONSES

Holt Parish Council: Support

26/1/22 - 'Holt Parish Council is content with these alterations and supports this proposal.'

17/12/21 - 'This proposal is in line with the "made" Holt Neighbourhood Plan and the requirement for affordable homes has been demonstrated via a recent Rural Housing Needs Survey. Holt Parish Council strongly supports this application.'

Spatial Planning Team: 'In conclusion, from a policy perspective, this proposal is in line with current policy.'

Landscape Officer: No objection subject to conditions

Drainage Team: Support, subject to conditions

Highways Officer: No objection subject to conditions

Urban Design Officer: No objection

Ecology Officer: No Objection subject to conditions

Archaeology Officer: No objection

Education Team: Site falls below the general threshold of 10 units as such no s106 contributions required

Housing Team: Support

Public Open Space Team: 'There is no POS requirement for a development of this scale'

Wessex Water: No objection

REPRESENTATIONS

Two representations have been received:

- The new proposed development in Star Ground will have an impact on Holt pre-school as there is not sufficient early years provision in Holt. The pre-school is full but without a new building, it cannot continue. The new building would enable opening hours to be increased and provision during school holidays which will support the future residents of Star Ground I would like this to be taken into account when calculating the S106 contribution and when appraising this development as without the pre-school, it will make it extremely difficult for families to work and to access affordable childcare. This will have a direct impact on the future residents of the Star Ground development.

- The 'universal' swift style integrated brick is cost effective and should be used in the development

ASSESSMENT

The site

The application site is located to the south and adjacent the village of Holt and in the open countryside and measures approx. 0.58ha in size. The site is bordered by residential development

to the west and open fields to the north east and south. Station Road borders the site to the north. The application site falls within Flood Zone 1, the Open Clay Vale Landscape Character area and is classified as grade 1 agricultural land. The site falls between, but outside: the medium risk habitat zone of the Trowbridge Bat Mitigation Strategy (TBMS) and the consultation zone for greater horseshoe bats of the Bath/BoA Bat SAC.

The application

This is a full application for the erection of 10 affordable rented dwellings. Access to the site would be off the existing Star Ground to the northwest which connects to Station Road to the north. 8 semi-detached properties (including 2 semi detached bungalows) and 2 maisonettes are proposed. In terms of parking, 18 allocated spaces and 2 visitor spaces are proposed. A total of 14 cycle parking spaces would also be provided. The following mix of Affordable Rented homes is being proposed:

- 2 x 1 bed 2 person flats/maisonettes
- 2 x 2 bed 3 person bungalows
- 4 x 2 bed 4 person houses
- 1 x 3 bed 5 person house
- 1 x 3 bed 6 person house

External walling and roof materials would consist of bradstone walling or traditional aggregate for the walls while roofs would use grey concrete inter locking tiles. The dwellings would be located such that they front the central green, which would provide over 1,200 sqm of public open space.



Proposed site plan

Principle of development

Section 70(2) of the Town and Country Planning Act 1990 and section 38(6) of the Planning and Compulsory Purchase Act 2004 require that the determination of planning applications must be made in accordance with the Development Plan, unless material considerations indicate otherwise. In this case, the Wiltshire Core Strategy, including those policies of the West Wiltshire District Plan that continue to be saved in the WCS and the Holt Neighbourhood Plan form the relevant development plan for the area. The statutory status of the local development plan is further reinforced at paragraph 47 of the National Planning Policy Framework ('the Framework').

The settlement strategy is set out in Core Policy 1 of the Wiltshire Core Strategy (WCS). Holt is defined as a Large Village. Core Policy 1 states 'Development at Large and Small Villages will be limited to that needed to help meet the housing needs of settlements and to improve employment opportunities, services and facilities'. Core Policy 2 sets out the delivery strategy for growth for the period 2006 to 2026 and aims to distribute development in a sustainable manner. Within the defined limits of development for settlements there is a presumption in favour of permitting sustainable development at the Principal Settlements, Market Towns, Local Service Centres and Large Villages.

The development site lies outside the limits of development for Holt however the wider site (including Phase 1) is adjacent to the settlement boundary. The Core Strategy lists a number of 'exception policies' which seek to respond to local circumstance and national policy. Core Policy 44 – Rural Exception Sites permits proposals that are adjoining or well related to the existing settlement boundary. There are a number of further criteria which are required to be met by rural exception sites.

Core Policy 44 states at settlements defined as Local Service Centres, Large and Small Villages a proactive approach to the provision of affordable housing will be sought in conjunction with parish councils and working with local communities and other parties. This exception to policy allows housing for local need to be permitted, solely for affordable housing, provided that:

- i. the proposal has clear support from the local community
- ii. the housing is being delivered to meet an identified and genuine local need
- iii. the proposal is within, adjoining or well related to the existing settlement
- iv. environmental and landscape considerations will not be compromised
- v. the proposal consists of 10 dwellings or fewer
- vi. employment and services are accessible from the site
- vii. its scale and type is appropriate to the nature of the settlement and will respect the character and setting of that settlement
- viii. the affordable housing provided under this policy will always be available for defined local needs, both initially and on subsequent change of occupant.

Wiltshire Council carried out a rural housing needs survey with Holt Parish Council in 2020. This was to establish whether there was a need for further affordable housing. The survey concluded that a minimum of 23 affordable homes of varying tenure and size is required over the next three years. As such it is considered the development has the clear support from the local community and there is an identified need. The proposal is located adjacent Holt considered a Large Village in policy terms and is well related to the existing settlement and there are employment and other services are accessible from the site (facilities in Holt are in maximum walking distance and the centres of Bradford on Avon and Trowbridge is located approx. 4 kms distant). As detailed further below the scheme would cause no environmental or landscape harm and the character of the settlement would not be compromised. As such it is considered the development complies with Core Policy 44 of the WCS.

Also of relevance to the consideration of this proposal is Core Policy 7 which deals specifically with Bradford on Avon Community Strategy. Within CP7 it states, 'Development proposals in the Bradford on Avon Community Area will need to demonstrate how the relevant issues and considerations listed in paragraph 5.35 will be addressed'. One of these considerations is the

need for affordable housing to be provided as part of strategic growth as there is a high level of need in the town.

Within the Holt Neighbourhood Plan policy 1.2 supports the provision of affordable housing in Holt on the following basis:

- a) the first option for meeting evidenced need within Holt to be the inclusion of such housing within the development of the Tannery site in line with Policy H1.1 criterion d);
- b) if additional need within Holt is subsequently identified, the development of the second part of the Jephson site, Star Ground off Station Road shall be considered; and
- c) other development sites will be expected to meet any affordable housing requirements in line with Core Policy 43 of the Core Strategy and up to date and evidenced local housing needs.

Having regard to the above policies, it is considered that the proposed development would accord with the strategy and pattern of development anticipated by the WCS. Therefore, from a strategic policy perspective, the proposal would constitute sustainable development and thereby also support the principle aims of the National Planning Policy Framework.

5 Year Housing Land Supply

The Council cannot currently demonstrate a 5-year supply of deliverable housing land with the current position standing at 4.72 years (Housing Land Supply Statement using a base date of April 2021), which is considered a moderate shortfall. With this recognition, the tilted balance flowing from paragraph 11d)ii of the National Planning Policy Framework (NPPF) is engaged. As such the local plan policies which would restrict new housing provision must be treated as being out of date, but this does not mean that they carry no weight, since the development plan remains the starting point for my decision making. When the tilted balance is engaged, the NPPF indicates that planning permission should be granted unless any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies of the NPPF taken as a whole.

When LPA's have a housing supply deficit, paragraph 11 of the NPPF sets a presumption in favour of housing delivery unless protected areas or assets of particular importance would be demonstrably harmed by the development proposal and would provide a robust and clear reason for refusing the application.

WCS strategic policies CP1 and CP2 cannot be given 'full weight' whilst NPPF para 11 is engaged, but these policies can still be given substantial weight in the planning balance as the strategic policies remain of critical importance in terms of directing appropriate, sustainable development to the right locations in accordance with the Framework.

Loss of agricultural land

National policy states 'Planning policies and decisions should contribute to and enhance the natural and local environment by recognising the intrinsic character and beauty of the countryside, and the wider benefits from natural capital and ecosystem services – including the economic and other benefits of the best and most versatile agricultural land, and of trees and woodland'. Grade 1 agricultural land is of great value; however the site is relatively small, and any loss of high-

quality soils can be weighed against the social, economic and environmental benefits that will flow from the scheme once developed.

Impact on the character of the area

Core Policy 51 of the WCS outlines that development should protect, conserve and where possible enhance landscape character and must not have a harmful impact upon landscape character. The policy requires applications to demonstrate how development proposals conserve and where possible enhance landscape character through sensitive design, landscape mitigation and enhancement measures. Core Policy 57 requires a high standard of design in all new developments and states that development should respond positively to the existing townscape and landscape.

The application is accompanied by a Landscape and Visual Appraisal which details a landscape strategy for the site. The site comprises 0.68 ha of land located adjacent the village of Holt. The submitted revised proposed site layout details a development consisting of ten semi detached dwellings forming a semi circle of development around a centralised multifunctional open space. The development site is currently agricultural land and is bounded by a hedgerow to the south and east, Station Road to the northeast, residential development northwest with agricultural fields beyond. The proposed development would be screened by existing tree lined hedgerows along field boundaries and within the wider landscape. In addition the development would be viewed as a logical and sympathetic extension of the existing built up residential area to the northwest.

The proposed landscape strategy aims to mitigate the impact of the development and includes the retention of existing vegetation along the site boundary that would serve to soften potential views of the proposed development. Additional landscaping within the southern site area, native hedgerow and extensive tree planting along the site's northern and eastern boundary and a centralised multifunctional open space including tree and shrub planting are also proposed. Therefore although there would clearly be a change in the character and appearance of the area, this would be mitigated to some degree by existing and proposed landscaping measures. As such it is considered the scheme would deliver an acceptable development that could be satisfactorily accommodated on site in terms of landscape, character and visual impact.

It is acknowledged that the loss and redevelopment of the agricultural land would result in some harm to the character and appearance of the area. There would be minor adverse visual effects, particularly for nearby residents and people using the public footpath. However the negative impacts of the development would be mitigated as far as possible and as required by policy, through the inclusion of landscape features such as additional tree and hedgerow planting and landscaped open space. As such the extent of adverse visual impacts would not be widespread and there would be only limited harm to the landscape setting of the local area. This harm is not considered to be significant enough to warrant a reason for refusal. The development therefore complies with Core Policies 51 and 57 of the WCS.

Impact on neighbour/occupiers amenity

Core Policy 57 of the WCS requires a high standard of design in all new developments and that development has regard to the compatibility of adjoining buildings and uses, the impact on the

amenities of existing occupants and ensuring that appropriate levels of amenity are achievable within the development.

The closest residential properties to the site are those located at Star Ground directly to the northwest. Of these the closest would be No. 1 would be located approx. 15 metres distant and No. 12 would be located over 35 metres distant. Due to these separation distances and the orientation of the properties the proposed development would have no adverse impact on the living conditions of neighbouring residents in terms of loss of light, overbearing impact or loss of privacy/overlooking. In addition the proposed dwellings have sufficient amenity space for future occupiers. The proposed development therefore complies with Core Policy 57 of the WCS

Highways issues

Paragraph 110 of the Framework states that in assessing specific applications for development, it should be ensured that safe and suitable access to a site can be achieved for all users. Paragraph 111 of the Framework furthermore states that development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety. Core Policy 64 of the WCS sets out to manage the demand for parking and sets residential parking standards based on minimum parking standards.

The development would provide ten semi detached dwellings forming a semi circle of development around a centralised open space. Access to the site would be off the existing Star Ground to the northwest which connects to Station Road to the north. In terms of parking, 18 allocated spaces and 2 visitor spaces are proposed. A total of 14 cycle parking spaces would also be provided. There are no objections to the scheme from the council's highway team. The proposed development therefore complies with local and national policy.

Ecology issues

WCS Core Policy 50 requires that all development proposals must demonstrate how they protect features of nature conservation and geological value as part of the design rationale. There is an expectation that such features shall be retained, buffered, and managed favourably in order to maintain their ecological value, connectivity and functionality in the long-term. Furthermore, the policy specifies that all development should seek opportunities to enhance biodiversity.

The development is accompanied by a Preliminary Ecology Appraisal and Bat Activity Survey and Biodiversity Metric. The site is located at the south-east edge of the village of Holt, approximately 4km north-east of the centre of Bradford on Avon. The site lies within the Bath and Bradford on Avon Bats Special Area of Conservation. The site is bordered directly to the north-west by the new residential development at Star Ground. Directly to the north-east is Station Road. To the east, south and west are fields of improved grassland with mature hedgerows and occasional trees. A tributary of the River Avon flows 50 metres to the west. The site is a field of improved grassland bordered by two boundary hedgerows. There is one mature tree on site, a large white willow *Salix alba*, located on the north-east boundary. One cherry *Prunus avium* and one hawthorn are also present at this location. A mature hawthorn is located at the north-west corner of the site.

In terms of protected species the trees and hedgerows on site would provide habitats for nesting birds. No badger setts were found on site and there was no evidence of other badger activity. Due to constraints of the site it is also considered there is low likelihood of great crested newt utilising habitats onsite. In terms of bat activity the presence of trees and hedgerows onsite and a field of improved grassland offers foraging and commuting habitats for bats. The submitted Ecology Appraisal recommendations include protection of existing trees on site during construction and submission of a Construction Environmental Management Plan (this would be conditioned). Due to the site's rural location and the presence of horseshoe bats (and other bat species) within the local area, which are light-sensitive, the proposal would incorporate a sensitive lighting scheme. External lighting would be low-level and operated on PIR systems with timers. In addition it is proposed to install bat tubes into the external walls of each new residential house. Bird nest boxes would also be installed on selected trees across the site. The Biodiversity Net Gain (BNG) calculations predict a loss in habitats overall however this loss would be offset by a large gain in hedgerow units. Subject to conditions it is therefore considered the development complies with Core Policy 50 of the WCS and advice contained in the Framework.

Drainage issues

Paragraph 167 of the Framework states that when determining planning applications, local planning authorities should ensure flood risk is not increased elsewhere. Core Policy 67 of the WCS states all new development will include measures to reduce the rate of rainwater run-off and improve rainwater infiltration to soil and ground (sustainable urban drainage) unless site or environmental conditions make these measures unsuitable.

The application is accompanied by a Flood Risk Assessment and Drainage Strategy and the site lies entirely within Flood Zone 1 (low risk). The Environment Agency's risk of flooding from surface water mapping identifies that the entire site has a very low surface water flood risk. Infiltration testing was undertaken on site however the ground is considered to be unsuitable for infiltration-based SuDS features. As such an attenuation-based strategy has therefore been proposed with discharge into the existing surface water sewer located downstream from the site. Runoff from the roofs will drain through or to rain gardens where practicable and the driveways will be constructed of lined permeable paving. Runoff from the road will be transferred into a swale which will in turn flow into a shallow basin and geo-cellular storage located within the area of open space. This would also provide attenuation during more extreme rainfall events. In terms of foul sewage there is limited available spare capacity within the existing foul sewer network in the vicinity of the site and Wessex Water are required to carry out detailed modelling work and potential off-site reinforcement to ensure the necessary improvements are in place prior to the development going ahead. As such a condition would be imposed requiring details of foul water drainage to be submitted before occupation of the site.

Conclusion (The Planning Balance)

Planning law requires that applications for planning permission must be determined in accordance with the development plan unless material considerations indicate otherwise.

The application site is located adjacent the settlement limits of Holt which is considered a Large village in policy terms. The development would provide 10 affordable housing units. Having regard to local and national policies it is considered that the proposed development would accord with

the strategy and pattern of development anticipated by the WCS. Therefore, from a strategic policy perspective, the proposal would constitute sustainable development and thereby also support the principle aims of the National Planning Policy Framework.

In addition, due to the council's lack of 5 year housing land supply, the provision of these additional dwellings must be given significant weight in the planning balance. There would also be some minor economic benefit during the construction phase of the development in addition future householders of the properties would pay council tax which can be given limited weight.

In terms of neutral impacts, the supporting information demonstrates that the proposed residential development would be a sufficient distance from neighbouring residential properties and it is considered the site can satisfactorily accommodate 10 dwellings without adversely impacting the living conditions and amenities of future occupants or neighbouring residents. The design and scale of the development is considered acceptable and the level of development proposed could be satisfactorily accommodated on site in terms of landscape, character and visual impacts. The development would be served by a safe access to the highway network and the scheme would not result in severe cumulative harm to highway safety or result in harm to pedestrian safety. Sufficient parking could be secured and drainage issues can be adequately dealt with.

Although it is recognised the scheme would result in the loss of Grade 1 agricultural land considered 'the best and most versatile agricultural land' at 0.58ha the site is relatively small. As such this loss can only be given moderate weight in the planning balance.

Overall the proposal would represent sustainable development and would aid the council in reducing its 5 year housing lands supply deficit and provide 10 affordable dwellings. On balance, it is considered that the benefits of the development outweigh the negative impacts and the scheme is recommended for approval.

RECOMMENDATION:

APPROVE, subject to conditions and completion of a s106 agreement

Conditions: (13)

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

REASON: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans and documents:

Site location plan scale 1:1250 drg no. 20040/100 rev A
Proposed site layout scale 1:500 drg no. 20040/101 rev D
Proposed floor plans and elevations plots 1 and 2 scale 1:100 drg no. 20040/400 rev C
Proposed floor plans and elevations plots 3 and 4 scale 1:100 drg no. 20040/401 rev C
Proposed floor plans and elevations plots 5 and 6 scale 1:100 drg no. 20040/402 rev C
Proposed floor plans and elevations plots 7 and 8 scale 1:100 drg no. 20040/403 rev C
Proposed floor plans and elevations plots 9 and 10 scale 1:100 drg no. 20040/404 rev C
Boundary Treatments scale 1:500 drg no. 20040/102 rev C
Detailed planting plan scale 1:200 drg no. edp6937_d006e
BNG calculations - Post development scale 1:200 drg no. edp6937_d007a
Topographical survey scale 1:200 drg no. 670/11770/1
Biodiversity Metric 3.0 by Seasons Ecology dated February 2022
Desk Study prepared by Seasons Ecology dated October 2020 (Ref. SEB2366_02)
Bat Surveys prepared by Seasons Ecology (April, May, and October 2021)
Landscape and Visual Appraisal prepared by edp dated September 2021
Transport Statement prepared by Highway Planning Ltd dated July 2021
Flood Risk Assessment and Drainage Strategy prepared by RMA Environmental dated 17th September 2021
Results of an Archaeological Trench Evaluation prepared by AC Archaeology dated February 2022 (Ref. ACW1425/2/0)
Planning Statement prepared by Tetra Tech Planning dated September 2021
Design and Access Statement prepared by gcp Architects dated 1st October 2021

REASON: For the avoidance of doubt and in the interests of proper planning.

- 3 The approved soft landscaping details shall be carried out in the first planting and seeding season following the first occupation of the building(s) or the completion of the development whichever is the sooner; All shrubs, trees and hedge planting shall be maintained free from weeds and shall be protected from damage by vermin and stock. Any trees or plants which, within a period of five years, die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local planning authority. All hard landscaping shall also be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a programme to be agreed in writing with the Local Planning Authority.

REASON: To ensure a satisfactory landscaped setting for the development and the protection of existing important landscape features.

- 4 No development hereby approved shall commence above ground floor slab level until a detailed scheme for the discharge of surface water from the site (including surface water from the access / driveway), incorporating sustainable drainage details together with permeability test results to BRE365 and including all necessary permits, consents and permissions, has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall not be first occupied until surface water drainage has been constructed in

accordance with the approved scheme.

REASON: In order that the development is undertaken in an acceptable manner and to ensure that the development can be adequately drained.

- 5 No development hereby approved shall commence above ground floor slab level until a detailed scheme for the discharge of foul water from the site, has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall not be first occupied until foul water drainage has been constructed in accordance with the approved scheme.

REASON: In order that the development is undertaken in an acceptable manner and to ensure that the development can be adequately drained.

- 6 No development hereby approved shall commence on site (including works pursuant to the demolition and site clearance), until a Construction Method Statement, has been submitted to and approved in writing by the Local Planning Authority which shall include the following:
- a) the parking of vehicles of site operatives and visitors during the construction period;
 - b) the locations for the loading and unloading of plant and materials;
 - c) the location for the storage of plant and materials during the construction period
 - d) the details of any security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - e) the on-site wheel washing facilities;
 - f) the measures to control the emission of dust and dirt during the construction period;
 - g) a scheme for recycling/disposing of waste resulting from demolition and construction works;
 - h) the measures to be used to protect the natural environment; and
 - i) the hours of construction, including deliveries.

Thereafter, the approved Construction Method Statement shall be complied with in full throughout the construction period.

REASON: This matter is required to be agreed with the Local Planning Authority before development commences in order that the development is undertaken in an acceptable manner, to minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase.

- 7 Notwithstanding the submitted details, the proposed development shall not be occupied until means/works have been implemented to avoid private water from entering the highway.
REASON: To ensure that the highway is not inundated with private water.

- 8 No dwelling within the development hereby permitted shall be occupied until the access & parking spaces for that dwelling have been completed in accordance with the details shown on the approved plans. The areas shall always be maintained for those purposes thereafter.

REASON: In the interests of highway safety.

- 9 No dwelling within the development hereby permitted shall be occupied until the cycle parking facilities shown on the approved plans have been provided in full and made available for use. The cycle parking facilities shall be retained for use in accordance with the approved details at all times thereafter.

REASON: To ensure that satisfactory facilities for the parking of cycles are provided and to encourage travel by means other than the private car.

- 10 Prior to the commencement of works, including demolition, ground works/excavation, site clearance, vegetation clearance and boundary treatment works, a Construction Environmental Management Plan (CEMP) based on recommendations in Section 5.0 of the Preliminary Ecology Appraisal (Season Ecology, September 2020) shall be submitted to the local planning authority for approval in writing. The Plan shall provide details of the avoidance, mitigation and protective measures to be implemented before and during the construction phase, including but not necessarily limited to, the following:

- a) Identification of ecological protection areas/buffer zones and tree root protection areas shown on a plan along with the details of physical means of protection, e.g. exclusion fencing.
- b) Working method statements for protected/priority species, such as such as reptiles, amphibians, birds, dormice and hedgehog.
- c) Working method statements for the protection of watercourses.
- d) Work schedules for activities with specific timing requirements in order to avoid/reduce potential harm to ecological receptors; including details of when a licensed ecologist and/or ecological clerk of works (ECoW) shall be present on site.
- e) Key personnel, responsibilities and contact details (including Site Manager and ecologist/ECoW).
- f) Timeframe for provision of compliance report to the local planning authority; to be completed by the ecologist/ECoW and to include photographic evidence.

Thereafter, the approved development shall be carried out in strict accordance with the approved CEMP.

REASON: To ensure adequate protection and mitigation for ecological receptors prior to and during construction, and that works are undertaken in line with current best practice and industry standards and are supervised by a suitably licensed and competent professional ecological consultant where applicable.

- 11 Prior to the start of construction, a Landscape and Ecology Management Plan (LEMP) shall be submitted to and approved in writing by the Local Planning Authority. The LEMP will include long term objectives and targets, management responsibilities and maintenance schedules for each ecological feature (bat boxes/ tubes, bird boxes, hedgehog gravel boards, species-rich meadow grassland, wetland meadow/swale, native hedges and native shrub) within the development, together with a mechanism for monitoring success of the management prescriptions, incorporating review and necessary adaptive management in order to attain targets.

The LEMP shall also include details of the legal and funding mechanism(s) by which long-term implementation of the plan will be secured. The LEMP shall be implemented in full and for the lifetime of the development in accordance with the approved details.

REASON: To ensure the long-term management of landscape and ecological features retained and created by the development, for the benefit of visual amenity and biodiversity for the lifetime of the scheme.

- 12 No external lighting fixture or fitting shall be installed to any dwelling hereby approved or within the respective and associated domestic curtilages or communal open space unless and until detailed specifications of the lighting, the illuminance levels, mapped lighting direction and any shrouding to limit light exposure beyond the targeted direction, have been submitted to and approved by the Local Planning Authority in writing. The submitted details shall be required to demonstrate how the proposed lighting would impact on bat habitat compared to the existing pre-development lighting circumstances.

REASON: To define the terms of this consent and to avoid potentially harmful light pollution and causing detriment to bat interests.

- 13 The mitigation measures detailed in the approved Desk Study by Seasons Ecology dated October 2020 shall be carried out in full prior to the first occupation of the development.

REASON: To mitigate against the loss of existing biodiversity and nature habitats.

Informatives: (6)

- 14 INFORMATIVE TO APPLICANT:

The applicant is advised that the development hereby approved may represent chargeable development under the Community Infrastructure Levy Regulations 2010 (as amended) and Wiltshire Council's CIL Charging Schedule. If the development is determined to be liable for CIL, a Liability Notice will be issued notifying you of the amount of CIL payment due. If an Additional Information Form has not already been submitted, please submit it now so that we can determine the CIL liability. In addition, you may be able to claim exemption or relief, in which case, please submit the relevant form so that we can determine your eligibility. The CIL Commencement Notice and Assumption of Liability must be submitted to Wiltshire Council prior to commencement of development. Should development commence prior to the CIL Liability Notice being issued by the local planning authority, any CIL exemption or relief will not apply and full payment will be required in full and with immediate effect. Should you require further

information or to download the CIL forms please refer to the Council's Website <https://www.wiltshire.gov.uk/dmcommunityinfrastructurelevy>.

- 15 Wiltshire Council is the land drainage authority under the Land Drainage Act 1991. Land drainage consent is required if a development proposes to discharge flow into an ordinary watercourse or carry out work within 8m of an ordinary watercourse. An ordinary watercourse is a watercourse that does not form part of a main river. The term watercourse includes all rivers and streams and all ditches, drains, cuts, culverts, dikes, sluices, sewers (other than public sewers within the meaning of the Water Industry Act 1991) and passages, through which water flows.
- 16 You are advised to read the comments of the drainage team (dated 4 February 2022) before submitting details to discharge drainage conditions.
- 17 The developer/applicant will be expected to enter into a S278/S38 Agreement with the Highway Authority for the alterations to the existing highway, before the commencement of works on site.
- 18 The applicant should note that under the terms of the Wildlife and Countryside Act (1981) and the Habitats Regulations (2017) it is an offence to disturb or harm any protected species including for example, breeding birds and reptiles. The protection offered to some species such as bats and dormice, extends beyond the individual animals to the places they use for shelter or resting. Please note that this consent does not override the statutory protection afforded to any such species. In the event that your proposals could potentially affect a protected species you should seek the advice of a suitably qualified and experienced ecologist and consider the need for a licence from Natural England prior to commencing works. Please see Natural England's website for further information on protected species.
- 19 Wessex Water provide the following advice -
Applying for new drainage and water supply connections
If your proposals require new connections to the public water mains, notes and application forms can be found here. Currently the foul and surface water sewers serving the Star Ground development are private and have been installed under a Section 104 adoption agreement. They are not yet formally vested with Wessex Water. Connection to these private assets will require the sewer owner's permission.

Foul drainage

Wessex Water will accept the foul flows only into the public sewer network, directly or

indirectly. To connect to the foul sewers serving the Star Ground development, currently the foul [and surface water] sewers are private and have been installed under a Section 104 adoption agreement. They are not yet formally vested with Wessex Water. Connection to these private assets will require the sewer owner's permission. To connect to a public foul sewer crossing third party land we suggest you consider private negotiations first. If you require a requisition from Wessex Water our Development Engineers will appraise this point of connection upon grant of planning and subject to application at detailed design stage via development.south@wessexwater.co.uk

Are existing public sewers or water mains affected by the proposals?

According to our records there are no recorded public sewers or water mains within the red line boundary of the development site. Please refer to the notes on the attached map for advice on what to do if an uncharted pipe is located. There is an existing private 900mm surface water sewer. The applicant must provide easements that will not jeopardise the future vestment of this sewer.

The surface water strategy

One of our main priorities in considering a surface water strategy is to ensure that surface water flows, generated by new impermeable areas, are not connected to the foul water network which will increase the risk of sewer flooding and pollution. You have indicated that surface water will be disposed of via the existing water course. This is subject to agreement with the LLFA and local authority. Surface water must be disposed of in accordance with Suds Hierarchy and NPPF Guidelines and directed to local land drainage systems. There must be no surface water connections into the foul sewer network directly or indirectly.

DATED

29th September 2022

between

WILTSHIRE COUNCIL

and

STONEWATER (2) LIMITED

and

M&G TRUSTEE COMPANY LIMITED

**Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers**

**relating to Land at Star Ground, Station Road, Holt, Wiltshire
(Planning Reference No: PL/2021/09777)**

**Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: WCS/52887/97
Osprey Ref: 137789**

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THIS DEED is dated *29th September* 2022

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (Council).
- (2) **STONEWATER (2) LIMITED** (Registered Society No. 19412R) of Suite C Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP (Owner).
- (3) **M&G TRUSTEE COMPANY LIMITED** incorporated and registered in England and Wales with company number 1863305 whose registered office is at 10 Fenchurch Avenue, London, EC3M 5AG (Mortgagee).

BACKGROUND

- (A) The Owner is the freehold owner of the Land registered at the Land Registry under title number WT282469
- (B) The Council is the local planning authority for the purposes of the Act, the highway authority, the education authority and the housing authority for the area in which the Land is situated
- (C) The Mortgagee has the benefit of a charge registered against the Land
- (D) The Owner has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted.
- (E) The Development is a rural exception site in accordance with the Council's revised core policy 44 which is solely providing affordable housing in perpetuity in the rural area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

The definitions and rules of interpretation in this clause apply in this deed:

"the 1980 Act" the Highways Act 1980

"the Act"	the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means <ol style="list-style-type: none"> (1) Social Rented Housing; or (2) Affordable Rented Housing; <p>provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing provision</p>
"Affordable Housing Mix"	means the mix of Affordable Housing Units set out in Schedule 4
"Affordable Housing Plan"	means the plan attached to this Deed at Annex B and referenced 20040/101 Rev D which plan is for the purposes of identification only
"Affordable Housing Requirement"	means the Affordable Housing to be provided in accordance with paragraph 3 of Schedule 2 of this Deed
"Affordable Housing Unit(s)"	means the Residential Unit(s) forming part of the Development to be provided as Affordable Housing in accordance with Schedule 2
"Affordable Rented Housing"	means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% (eighty percent) of local Open Market Rent (including service charges, where applicable) at the time of

letting which may be increased by no more than the Consumer Price Index plus 1% (one percent) annually or other such amount as prescribed by the Regulator of Social Housing

"Affordable Rented Unit(s)"

means the Affordable Housing Unit(s) that are only available to be used and Occupied as Affordable Rented Housing

"Allocations Policy"

means the Council's policy for allocating Affordable Housing Units for all tenures (for the avoidance of doubt including Shared Ownership Housing) in the administrative area of Wiltshire (as amended from time to time)

"CIL Regulations"

means the Community Infrastructure Levy Regulations 2010 (as amended)

"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 with the exception of operations consisting of site clearance, pegging out or marking operations, ecological translocation works, remedial works in respect of any contamination or other adverse ground conditions investigation of ground conditions and remedial work, archaeological work, demolition, erection of temporary means of enclosure or hoardings and the temporary display of site notices and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and Commence and Commenced shall be construed accordingly

"Contribution"	means each financial contribution payable to the Council under this Deed
"Council's Standards"	means the maintenance provisions in the Standard Specification for the Adoption of Open Space at Schedule 8
"Development"	any development permitted by the Planning Permission
"Director"	the Associate Director of Economic Development and Planning or his appointed representative for the time being of the Council
"Disposal"	means a sale of the freehold or leasehold and references to "Dispose" shall be construed accordingly
"Engineer"	the Associate Director of Highways and Transport or his appointed representative for the time being of the Council
"Head of Housing"	means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed
"Homes England"	Homes England which is the trading name of the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function
"Homes England Target Rent"	means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime

"Head of Housing"	means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed
"Index"	means (a) the All in Tender Price Index published by the Building Cost Information Service ("BCIS") of the Royal Institute of Chartered Surveyors ("RICS") in relation to the Waste and Recycling Contribution; (b) the United Kingdom (UK) House Price Index as it applies to the Wiltshire local authority area and in the event that such index shall have changed the Council shall select a reasonable alternative index
"Index Linked"	increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where: A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
"Interest"	Interest at the rate of 4% (four percent) above the base lending rate of the HSBC Bank Plc from time to time
"Land"	the land at Star Ground, Station Road, Holt, Wiltshire shown edged red on the Plan
"Landscape Plan"	means a landscape plan to be provided by the Owners for the laying out, construction, landscaping and maintenance of the Open Space including the documents listed in Schedule 8 of this Deed

"Land Compensation Act"	In relation to clause 16 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works
"Management Scheme"	means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space to the satisfaction of the Council which scheme shall include full details of the maintenance programme
"National Rent Regime"	means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing in April 2020 and updated in December 2020 and any other guidance issued by the Regulator of Social Housing or its successors in relation to this document
"NDSS"	means the Technical Housing Standards Nationally Described Space Standard published by the Department for Communities and Local Government and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 5
"Nomination Rights"	the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 3.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by

personnel engaged in construction and "Occupy" shall be construed accordingly

"Open Market Rent" means the rent calculated in accordance with the definition of **"Market Rent"** at Practice Statement 4 of the Royal Institution of Chartered Surveyors' Red Book 2017 or any subsequent document which amends or replaces it

"Open Market Value" means a price to be calculated in accordance with the definition of **"Market Value"** at Practice Statement 4 of the Royal Institution of Chartered Surveyors' Red Book 2017 or any subsequent document which amends or replaces it

"Open Space" means the open space in perpetuity within that part of the Land measuring a minimum of one thousand two hundred and seventy-seven square metres (1277 square metres) shown for identification purposes on the Open Space Plan;

"Open Space Plan" means the plan or drawing attached to this Deed at Annex C and referenced 20040/103 Rev P1 which plan is for the purposes of identification only

"Open Space Practical Completion Certificate" means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Waste and Environment, Culture and Operational Change once he is satisfied that the Open Space has been provided and laid out in accordance with the approved Landscape Plan and paragraphs 1-4 of Schedule 6 have been complied with

"Plan" the plan or drawing attached to this Deed at Annex A and referenced 20040/100 Rev. A which plan is for the purposes of identification only

"Planning Application"

the planning application for full planning permission for erection of 10 affordable homes, vehicular access, open space, landscaping and associated infrastructure dated 8 November 2021 submitted to the Council and allocated reference number PL/2021/09777

"Planning Permission"

the planning permission for the Development that may be granted pursuant to the Planning Application

"Practical Completion"

the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by the other party's architect

"Protected Tenant"

means any person who:

- a) 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;
- b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- c) has purchased from the Transferee in accordance with the terms of the shared ownership lease all of the shares so that they own the entire Affordable Housing Unit

"Qualifying Person"

means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Open Market Value or rent

of a house in the area at Open Market Rents and who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit

"Registered Provider"

means a Registered Provider as defined by Section 80 of the Housing and Regeneration Act 2008 from the Council's list of preferred development partners or as otherwise agreed in writing by the Council such approval not to be unreasonably withheld or delayed

"Regulator of Social Housing"

means the Regulator of Social Housing as referred to in s80A Housing and Regeneration Act 2008

"Remedial Notice"

means the notice or notices issued by Service Head – Waste and Environment, Culture and Operational Change either prior to or during the Maintenance Period (if appropriate) requiring the Owner to carry out any works that he considers (at his absolute reasonable discretion) to be necessary for the Open Space to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed

"Residential Units"

means all residential units forming part of the Development '**Residential Unit**' shall be construed accordingly

"Service Head – Waste and Environment, Culture and Operational Change"

means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council

"Social Rented Housing"	means the housing owned and managed by a Transferee for which guideline target rents are determined through the National Rent Regime
"Social Rented Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Social Rented Housing
"Specified Date"	the date upon which an obligation arising under this Deed is due to be performed or such other date as shall be agreed in writing with the Council as appropriate
"Standards"	means the size standards promoted by Homes England as at the date of this Deed being at least 85% NDSS
"Subsidy"	means any grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant subsidy
"Subsidy Affordable Housing Consideration"	means the price to be paid for the Affordable Housing Units by the Transferee which shall be the price at which the Transferee can afford to pay for the relevant percentage of the Affordable Housing Units with Subsidy and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owner which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality of standard than that envisaged by paragraph 3 of Schedule 2
"Transferee"	means the Registered Provider the Council in its capacity as local housing authority (at the Council's

absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units such approval not to be unreasonably withheld or delayed

"Waste and Recycling Contribution"

means the sum of ninety one pounds (£91.00) per Residential Unit towards the cost of on-site waste and recycling bins for the Development

"Working Day(s)"

days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. Construction of this Deed

- 2.1. Words importing the masculine include the feminine and neuter gender and vice versa
- 2.2. Words importing the singular include the plural and vice versa
- 2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually
- 2.5. Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible
- 2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

- 2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed
- 2.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion
- 2.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it
- 2.10. 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 successors to any statutory functions of the Council
- 2.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

3. Statutory provisions

- 3.1. This Deed is made pursuant to the following:

Section 106 of the Act
Section 111 of the Local Government Act 1972
Section 93 Local Government Act 2003
Section 1 Localism Act 2011
and all other enabling powers

and has been entered into by the Council pursuant to those powers

- 3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

- 3.3. It is acknowledged that the obligations contained in this Agreement are:

- 3.3.1. necessary to make the Development acceptable in planning terms;
- 3.3.2. directly related to the Development; and
- 3.3.3. fairly and reasonably related in scale and kind to the Development in accordance with the requirements of Regulation 122 of the CIL Regulations

4. Commencement

- 4.1. This Deed takes effect on the grant of the Planning Permission and save for any obligations in this Deed which require compliance prior to the Commencement of Development which shall be conditional upon the grant of the Planning Permission the obligations contained in clause 5 and the Schedules shall take effect on the grant of the Planning Permission and Commencement of Development
- 4.2. The Owner shall notify the Council of the Commencement of Development and the date of Occupation of the first Residential Unit and the date of Occupation of 50% of the Residential Units and the date of Occupation of 80% of the Residential Units and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice
- 4.3. If the Owner has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

5. The Owner's Covenants

The Owner will observe and perform the obligations set out in this Deed and the Schedules

6. The Council's Covenants

The Council covenants with the Owner as set out in the Sixth Schedule

7. General

The parties agree that:

- 7.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.
- 7.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)
- 7.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.4. Insofar as any clause or clauses or any part thereof 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
- 7.5. If before Commencement of Development the Planning Permission:
 - a) expires within the meaning of Sections 91 92 or 93 of the Act; or
 - b) is revoked, quashed or modified without the consent of the Owner;this Deed shall cease to have effect
- 7.6. The Owner shall pay to the Council its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same
- 7.7. The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed.

- 7.8. This Deed shall be registerable as a local land charge by the Council
- 7.9. If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry
- 7.10. 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 in writing on behalf of the Council by the Engineer or Director as appropriate
- 7.11. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.12. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations
- 7.13. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

8. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference 137789

9. 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 for acting upon any subsequent breach or default

10. Change in Ownership

The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged within 10 Working Days of such disposal. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit

11. Indexation

All financial contributions payable to the Council under this Deed shall be Index Linked

12. Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

13. Mortgagee's consent

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

14. VAT

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

14.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged

in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

15. Indemnity

15.1. The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)
- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

15.2. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

16. 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[

Schedule 1 Financial Contributions

Waste and Recycling

1. The Owner covenants with the Council that it shall:
 - 1.1 Pay to the Council the Waste and Recycling Contribution prior to Commencement of Development
 - 1.2 Not Commence Development without paying to the Council the Waste and Recycling Contribution and payment has been acknowledged in writing by the Council
 - 1.3 Prior to Commencement of Development provide details of their designated contact for liaison regarding the waste and recycling and to provide update of their designated contact following any change of personnel
2. The Owner hereby undertakes and agrees with the Council that the Indemnity provisions in paragraphs 15.1 - 15.2 of this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling during the course of the Development on the Land and the Owner will hold the Council fully indemnified from and against each and every said claim
3. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

Schedule 2 Affordable Housing

The Owner covenants with the Council that it shall:

General

1. provide the Affordable Housing Units in accordance with the Affordable Housing Plan and Affordable Housing Mix unless otherwise agreed in writing with the Council;
2. provide 100% (one hundred percent) of the Residential Units as Affordable Housing with Subsidy as Affordable Rented or Social Rented Units unless otherwise agreed in writing with the Council

Design of Affordable Housing Units

3. Construct all of the Affordable Housing Units to the Standards unless otherwise agreed in writing with the Council;

Transferee

4. The Owner is an approved Transferee;
5. In the event the Owner transfers the Affordable Housing Units to another Transferee it shall:
 - 5.1. transfer the Affordable Housing Units for the Subsidy Affordable Housing Consideration
 - 5.2. provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units;
6. ensure that each transfer of an Affordable Housing Unit to another Transferee in accordance with paragraph 5 of this Schedule shall:
 - 6.1. be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 (one hundred and twenty five) years;
 - 6.2. provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the

remainder of the Development and connected to highways and sewers that serve the area;

- 6.3. procure that on transfer of the Affordable Housing Units to the Transferee the Transferee will operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council;

Allocations Policy/Nominations Rights

7. operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council;

Homes England's Target Rent

8. ensure that the:
 - 8.1. Social Rented Units are let at a rent that is no more than the Home England's Target Rent;
 - 8.2. Affordable Rented Units are let at a rent of no more than 80% (eighty percent) of local Open Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% (one percent) annually or such other amount as prescribed by the Homes England);

Use of Affordable Housing Units

9. ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with paragraph 2 of this Schedule and the Affordable Housing Mix as:
 - 9.1. Social Rented Units or Affordable Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory

standards or such other form of tenancy agreement as shall be agreed in writing with the Council;

9.2. or such other tenancy agreement as shall be agreed in writing with the Council;

10. subject to the provisions of paragraphs 12 and 13 of this Schedule not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing;

Qualifying Persons

11. ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units are Occupied and let to a person(s) who satisfies the following conditions:

11.1. is a Qualifying Person whom it is proper for the Transferee to house in accordance with its rules; and

11.2. has a local connection as set out in the Allocations Policy

Mortgagee Provisions – rented ownership

12. The Affordable Housing provisions of this Deed and the Nomination Rights contained in Schedule 3 shall not be binding on 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 or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) 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 PROVIDED THAT:

12.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable

Housing Units to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

12.2. if such Disposal has not completed within the three (3) month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

13. The Affordable Housing provisions contained in this Schedule and the Nomination Rights contained in Schedule 3 shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees

Schedule 3 Nomination Rights

1. Pursuant to paragraph 7 of Schedule 2, as between the Transferee and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure;
2. The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation;
3. The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;
4. The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units:

Nominations

The initial allocation of each dwelling:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

Schedule 4 Affordable Housing Mix

Affordable Rented or Social Rented Units (10 units)

2 x 1 bed 2 person flats

2 x 2 bed 3 person bungalows

4 x 2 bed 4 person houses

1 x 3 bed 5 person house

1 x 3 bed 6 person house

Schedule 5 NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43(F)	50	
2b	3p	61	70		52	60	
	4p	70	79		60(B)	68(H)	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88
	6p	99	106	112	85	91	96
	7p	108	115	121	92	98	103
	8p	117	124	130	100	106	111
5b	6p	103	110	116	88	94	99
	7p	112	119	125	96	102	107
	8p	121	128	134	103	109	114
6b	7p	116	123	129	99	105	110
	8p	125	132	138	107	113	118

*Where a one person flat has a shower room rather than a bathroom the floorspace may be reduced from 39 sqm to 37 sqm (NDSS) or from 34 sqm to 32 sqm (85% NDSS).

(F=Flat) (B=Bungalow) (H=House)

Schedule 6 Open Space

The Owner shall:

1. Not remove uproot destroy lop or damage any tree or shrub on the Land unless and until the Landscape Plan has been submitted to and approved by the Service Head – Waste and Environment, Culture and Operational Change OR submit to the Service Head – Waste and Environment, Culture and Operational Change for approval in writing prior to the Commencement of Development the Landscape Plan including the Management Scheme and not Commence Development until the Landscape Plan including the Management Scheme has been approved in writing by the Service Head – Waste and Environment, Culture and Operational Change (such approval not to be unreasonably withheld) and thereafter shall lay out the Open Space in accordance with the approved Landscape Plan
2. To notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space of the details of their designated contact for queries regarding the Open Space and request an inspection by the Service Head – Waste and Environment, Culture and Operational Change
3. Not allow more than seven (7) of the Residential Units to be Occupied until:
 - 3.1 the Open Space Practical Completion Certificate has been issued;
 - 3.2 the Open Space has been made available for public use;
 - 3.3 the Owner has erected a prominent sign on the Open Space indicating who is responsible for maintaining the Open Space such sign to be kept in a good and legible condition at all times
4. After the construction and laying out of the Open Space and as soon as the planting season permits to plant in the Open Space plants and trees in accordance with the approved Landscape Plan
5. Not adjust the actual area of Open Space so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head – Waste and Environment, Culture and Operational Change

6. Not to use or allow the Open Space to be used for any other purpose other than as Open Space for the use by and for the enjoyment of the public in perpetuity save that the Open Space may be temporarily closed for the purposes of maintenance management or repair of the Open Space or in the interests of public safety
7. Pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within 21 Working Days of the Service Head – Waste and Environment, Culture and Operational Change serving notice of the amount due
8. To insure and maintain or procure the maintenance of the Open Space in accordance with the approved Management Scheme to the satisfaction of the Service Head – Waste and Environment, Culture and Operational Change and to comply with any Remedial Notice issued by the Service Head – Waste and Environment, Culture and Operational Change within 28 Working Days
9. Ensure that the Open Space shall be maintained in perpetuity in accordance with the approved Management Scheme (unless otherwise agreed in writing with the Council)

Schedule 7 Covenants by the Council

The Council covenants with the Owner:

Repayment of Contributions

1. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
2. To pay to the paying party such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so

Open Space

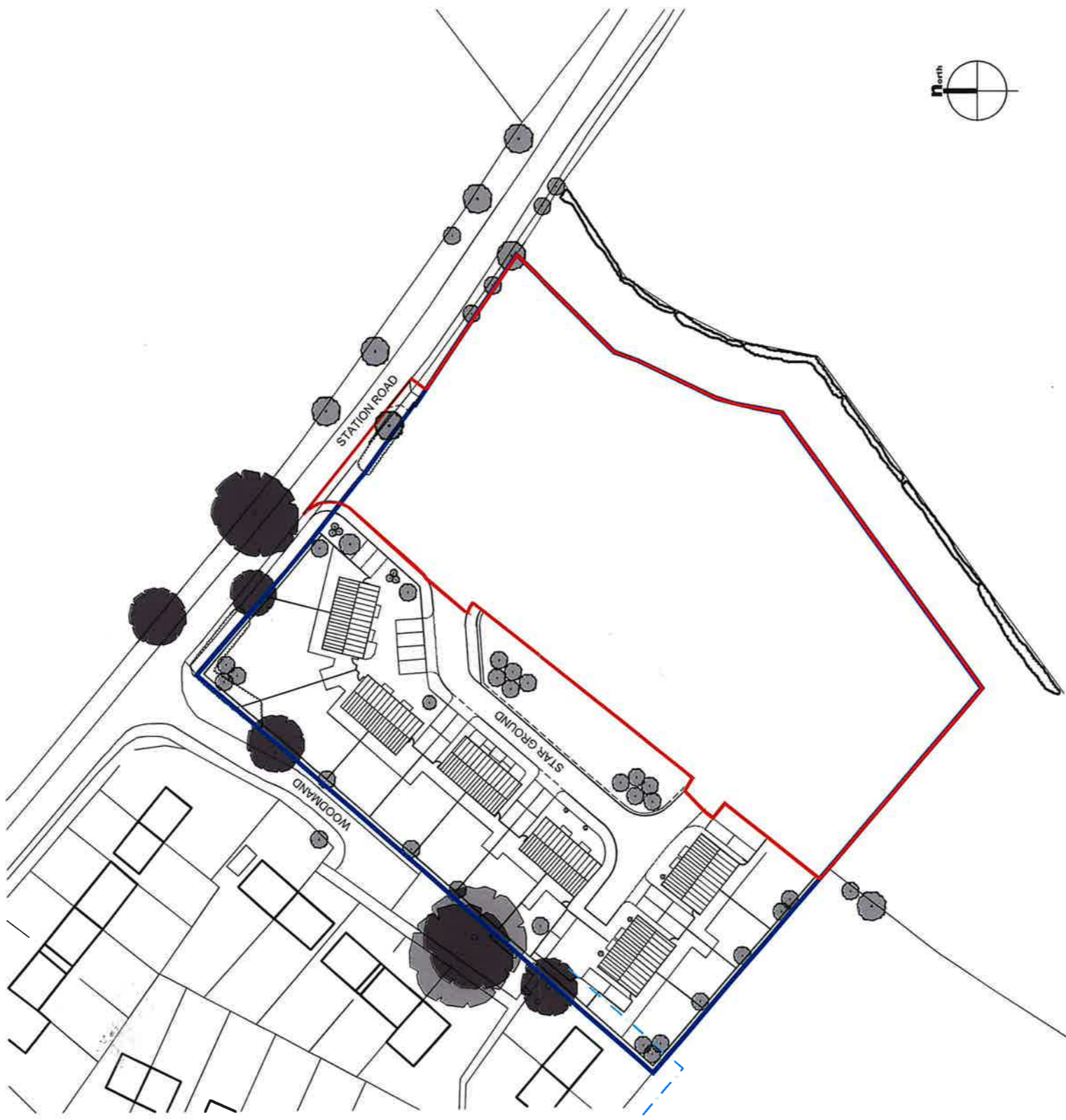
3. To inspect the Open Space within a reasonable period of having received notification from the Owner under Paragraphs 2 and 3 of Schedule 6 of this Agreement or in the event that no such notification has been received at the Council's discretion to determine whether to issue the Open Space Practical Completion Certificate
4. If appropriate following an inspection referred to under paragraph 1 above either:-
 - (a) issue the Open Space Practical Completion Certificate; or
 - (b) issue a Remedial Notice
5. To inspect the Open Space in the event that a Remedial Notice is issued
6. If a Remedial Notice is issued then the timetable for issuing the Open Space Practical Completion Certificate under this Agreement shall be deemed amended accordingly in order for compliance of the Remedial Notice to be achieved and further inspections are to be carried out by the Council as appropriate
7. In the event that a Remedial Notice is not complied with within a reasonable period agreed with the Council then the Open Space Practical Completion Certificate shall not be issued until the Remedial Notice has been complied with to the reasonable satisfaction of the Council

Schedule 8 Landscape Plan

1. Owners' landscape proposals document;
2. Wiltshire Council's Standard Specification for adoption of Open Space; and
3. Plans

Annex A. Plan

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KEY:
— Planning application boundary
— Ownership boundary



A	Planning application	OK	25.08.2021
P1	First Issue	OK	12.08.2021
	Revision	Description	Date
		Rev By	

Project Title: **Station Road Holt-Phase 2**

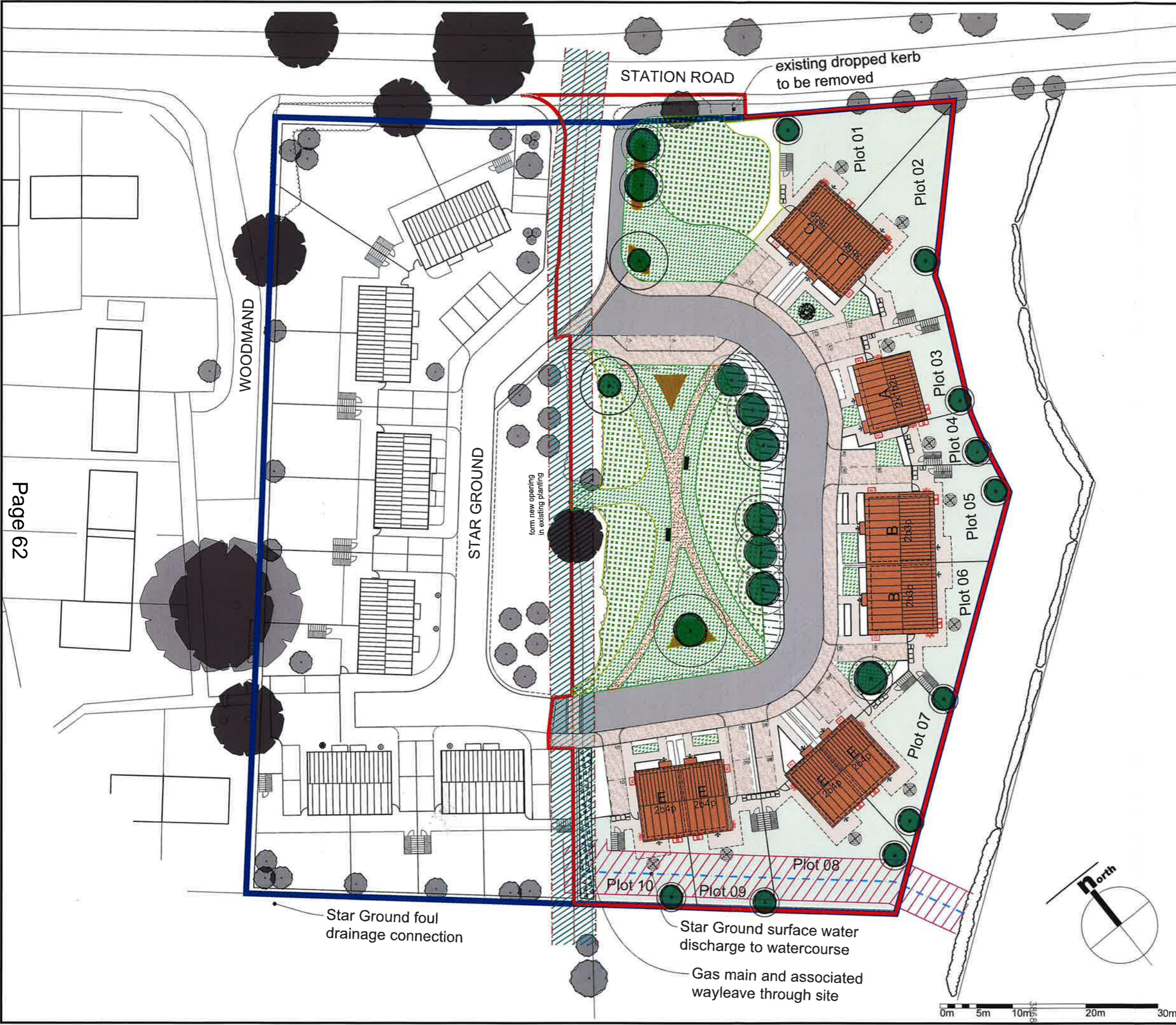


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Drawing Title: **Site Location Plan**

Drawn By: **OK** Checked By: **JB** Date: **12.08.2021** Scale: **1:1250@A4**
 Status: **PLANNING** Dwg. No: **20040/100** Rev: **A**

Annex B. Affordable Housing Plan



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Notes:

ACCOMMODATION SCHEDULE						
HOUSE TYPE	BEDSPACES	GIA(m ²)	No. of	Car park	Cycle park	
A	MAIS.	1-bed 2-person	59	2	2x1	2x1
B	BUNGALOW	2-bed 3-person	73	2	2x2	2x2
C	HOUSE	3-bed 5-person	98	1	1x2	1x3
D	HOUSE	3-bed 6-person	101	1	1x2	1x3
E	HOUSE	2-bed 4-person	87	4	4x2	1x2
TOTAL				10		
Total No of car parking spaces					18	
Visitors' car parking spaces					2	
Total No of cycle parking spaces						14

- KEY:
- Planning application boundary
 - Ownership boundary
 - 2400x1800mm Garden shed on concrete base - to include cycle storage; steel fixing point set into a concrete base to allow both the wheel and frame to be locked securely. Minimum 1500mm turning circle required for access.
 - Refuse / recycling bins - 1 no. 180 l residual waste bin, 1 no. 240 l plastic bottles and cardboard bin, 2 no. 55 l recycling boxes, 1 no. 180 l garden waste bin, for kerb side collection. Minimum 1500mm turning circle required.
 - Rotary clothes dryer in concrete base. To provide minimum of 4m drying space.
 - 6M easement zone to surface water discharge to watercourse
 - 6M easement zone to Gas Main
 - electric car charging location
 - air source heat pump
 - bat tubes (Schwegler 1FR or similar)
- Refer to EDP detailed Planning Plans

Revision	Description	Rev By	Date
D	Updated in line with revised landscaping plan.	JB	10.01.2022
C	New pavement amended to block paving, paths added to open space and width of house type E increased.	JB	21.12.2021
B	Indicating proposed bat tube locations	OK	09.09.2021
A	Planning application	OK	25.08.2021
P1	First Issue	OK	12.08.2021

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Project Title: Station Road Holt-Phase 2

Drawing Title: Proposed Site Layout

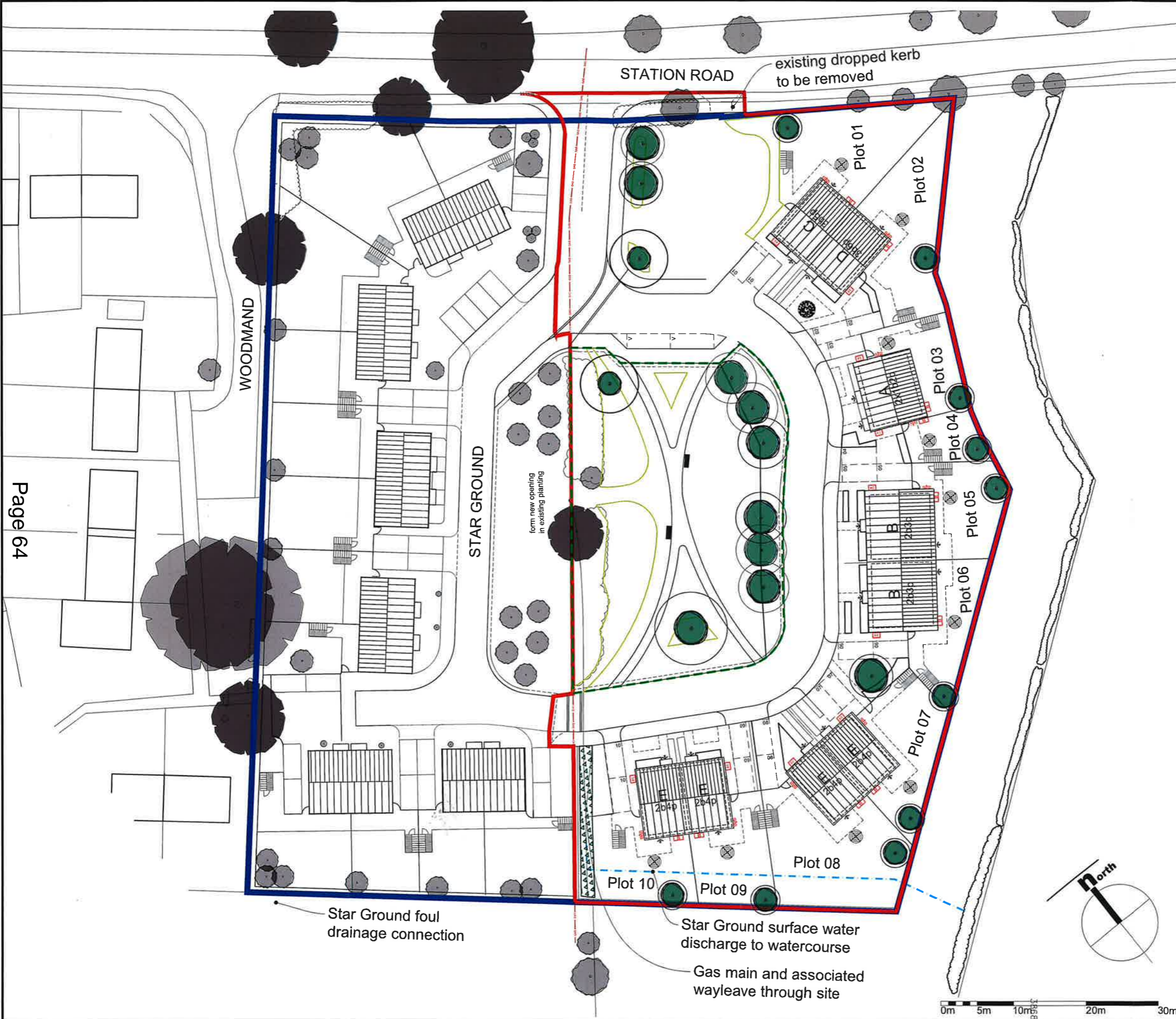
Drawn By: OK Date: JUNE 2021

Checked By: JB Scale: 1:500@A3

Drawing No: 20040/101 Rev: D

Status: **PLANNING**

Annex C. Open Space Plan



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Notes:

 Open Space:
1,277 m²

Page 64

Revision	Description	Rev By	Date
P1	First Issue	JB	27.05.2022

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Project Title: Station Road Holt-Phase 2

Drawing Title: Open Space Plan

Drawn By: JB Date: MAY 2022
 Checked By: JB Scale: 1:500@A3
 Drawing No: 20040/103 Rev: P1
 Status: PLANNING

12509

The common seal of WILTSHIRE COUNCIL was affixed to this document in the presence of:



Authorised Signatory
Wiltshire Council

Authorised signatory

EXECUTED (but not delivered until)
The date hereof as a **DEED** by)
Affixing the Common Seal of)
STONEWATER (2) LIMITED)
In the presence of)



Authorised Signatory

Authorised signatory



Executed as a **DEED** by affixing the Common Seal)
of **M&G TRUSTEE COMPANY LIMITED**)
in the presence of:)

Sealing Officer

Uwaila Avan-Nomayo

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