

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country

Planning Act 1990

Relating to application for 7 dwellings and associated development

on land at junction of Gerrards Lane and North End Lane, Halewood, Knowsley L26 5QA

Planning Application 21/00491/FUL

Dated 17th July 2023

- (1) Knowsley Metropolitan Borough Council
- (2) Abbey Prestige Homes (NW) Limited
- (3) Together Commercial Finance Limited

TABLE OF CONTENTS

INTRODUCTION

CLAUSES

1	DEFINITIONS
2	CONSTRUCTION OF THIS DEED
3	LEGAL BASIS
4	CONDITIONALITY
5	THE OWNER'S COVENANTS
6	THE COUNCIL'S COVENANTS
7	MISCELLANEOUS
8	MORTGAGEE'S CONSENT
9	WAIVER
10	CHANGE IN OWNERSHIP
11	INDEXATION
12	INTEREST
13	VAT
14	DISPUTE PROVISIONS
15	JURISDICTION
16	DELIVERY

THE SCHEDULES

FIRST SCHEDULE Details of the Owner's Title, and description of the Site

SECOND SCHEDULE Owner's Covenants with the Council

THIRD SCHEDULE Council's Covenants

ANNEX 1 The Draft Planning Permission

ANNEX 2 The Plan

EXECUTION OF DEED

DATE

17th July

2023

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **Abbey Prestige Homes (NW) Limited** (co. reg. no. 12889825) of Alex House 260-268 Chapel Street Salford M3 5JZ ("**Owner**")
- (3) **Together Commercial Finance Limited** (co reg. no. 02058813) of Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW ("**Mortgagee**")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site subject to the entries disclosed on the Charges Register to the titles detailed in the First Schedule but otherwise free from encumbrances.
- 3 The Mortgagee is the mortgagee of the Site under a Legal Charge dated 31 August 2022.
- 4 The Owner has submitted the 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.
- 5 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 6 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Regulations 2010 (as amended).

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed unless the context otherwise requires the following expressions shall have the following meanings:

- 1.1 "**Act**" means the Town and Country Planning Act 1990
- 1.2 "**Application**" means the application for outline planning permission submitted to the Council for the Development and allocated reference number 21/00491/FUL
- 1.3 "**Commencement of Development**" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary

display of site notices or advertisements and **“Commence Development”** shall be construed accordingly

- 1.4 **“Committed”** means any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies
- 1.5 **“Development”** means the erection of 7no. detached dwellings garages and construction of new access road following demolition of existing partly constructed dwellings
- 1.6 **“Index”** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 **“Indexation Date”** means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
- 1.8 **“Index Linked”** means the contribution is to be adjusted by reference to the amount of any increase in the Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and **“Indexation”** shall be construed accordingly
- 1.9 **“Interest”** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.10 **“Plan”** means the plan at Annex 2
- 1.10 **“Planning Permission”** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.11 **“Site”** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations,

permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving through or under that party any title interest or estate in any part of the Site and in the case of the Council the successors to its relevant statutory functions.

2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

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

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission save for the provisions of Clauses 7, 8, 10, 14, 15 and 16 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS AND WARRANTY

5.1 The Owner covenants with the Council as set out in the Second Schedule.

5.2 The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate equitable or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner to observe the restrictions and perform the obligations as set out in the Third Schedule.

7 MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed

7.1.1. the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 the sum of £260 in respect of the Council's administrative costs for registering the obligations contained in this Deed

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

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

- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has commenced then:
- a. this Deed shall (except for paragraph b. below) cease to have effect; and
 - b. the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:
- a. any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site for purposes as a statutory undertaker; nor
 - b. anyone whose only interest in the Site or any part of it is the nature of the benefit of an easement or covenant, or as the owner of the subsoil of any highway within the Site; nor
 - c. anyone who is an owner-occupier or tenant of the dwellings contained within the Development.

- 7.12 Nothing contained or implied in this Deed shall prejudice affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.13 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this Deed or such other address notified in writing to the other party from time to time. Provided however that
- a. any notices to be served upon the Owner shall be sent to Phillip Woodman, Chairman, Abbey Prestige Homes Ltd, Abbey Barn, Church Street, Upholland, West Lancashire WN8 0ND; and
 - b. any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning
- 7.14 if the Council agrees pursuant to application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission all the Secretary of State or inspector in their determination of such appeal indicate that consequential amendments are required to this deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 MORTGAGEE'S CONSENT

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

9. WAIVER

No waiver (whether expressed or implied) by the Council or Owner 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 or Owner 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 14 days' written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION

Any sum referred to in the Schedules shall be Index Linked and where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked

12 NOT USED

13 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 payment.

14 VAT

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

15 DISPUTES

If any dispute arises out of this deed the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction then equally)

16 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

17 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.

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

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

Details of the Owner's Title

The land within title numbers MS692294 and MS597920 registered at HM Land Registry.

Description of the Site

All that land known as land at the junction of Gerrards Lane and North End Lane (adjacent to the Coach House) Halewood Knowsley L26 5QA shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

Interpretation

In this Schedule the following words and phrases shall have the meanings:

"Affordable Housing Contribution" means the sum of £166,250.00 (one hundred and sixty-six thousand two hundred and fifty pounds) towards the provision of additional units of Affordable Housing within Knowsley.

"Monitoring Fee" means the sum of £520.00 (five hundred and twenty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

The Owners covenant with the Council as follows:

- 1.1 Prior to the Commencement of Development, the Owner shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been paid.
- 1.2 Prior to Occupation of the fourth Dwelling to be Occupied on the Site the Owner shall pay the Affordable Housing Contribution to the Council and shall not to cause or permit Occupation of the fourth Dwelling until the Affordable Housing Contribution has been paid.

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

- 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 or for such per other purposes for the benefit of the Development as the Owner and Council shall agree
- 2 that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council) within 10 (ten) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclay's Bank PLC base rate from time to time for the period from the date of payment to the date of refund
- 3 that it will provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed

ANNEX 1 The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990

This application is subject to a Section 106 Agreement and needs to be read in conjunction with that Agreement.

PLANNING PERMISSION

Application No: 21/00491/FUL

Name and address of applicant

Abbey Prestige Homes Ltd
c/o Four Architects
113 portland Street
Manchester
M1 6DW

Name and address of agent

Date of Receipt: 9 June 2021

Date Valid: 11 June 2021

Address/Location Of Development:

Land At Junction Of Gerrards Lane And North End Lane (Adjacent To The Coachouse)
Halewood
Knowsley
L26 5QA

Description of Development:

ERECTION OF 7NO. DETACHED DWELLINGS, GARAGES AND CONSTRUCTION OF NEW ACCESS ROAD FOLLOWING DEMOLITION OF EXISTING PARTLY CONSTRUCTED DWELLINGS

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been **granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason: In order to comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

2. The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in Schedule 1.

Reason: For the avoidance of doubt.

3. A. Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site.

Moreover, it must include (were relevant):

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

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme shall be implemented, and a verification report submitted to and approved in writing by the Local Planning Authority, prior to the development (or relevant phase of development) being brought into use.

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the Local Planning Authority. Development on the part of the site affected must be halted

and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

E. Importation of Soil/Material

No soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed by the Local Planning Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

F. Materials Management Plan

Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan, signed off by a Qualified Person, shall be submitted to and agreed in writing with the local planning authority. The MMP shall demonstrate that any reuse of contaminated materials do not result in increased risk to the environment or human health.

Reason: In order to protect human health and avoid contamination.

4. No part of the development hereby permitted shall be commenced until a Construction / Demolition Management Plan has been submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction / demolition effects. This shall include but not be limited to the following:
 - a. Methods for the mitigation of noise and vibration from building works, including any piling works, and from the operation of any temporary power generation or pumping plant which will operate overnight.
 - b. Methods for dust control and suppression.
 - c. Details of wheel washing facilities including location and type.
 - d. The areas for the storage of plant and materials.
 - e. Location of site compound.
 - f. Details of relevant pest control measures during demolition
 - g. Pollution control measures that will be implemented on site to prevent pollution of the woodland (eg. storage of materials away from the woodland boundary, provision of spill kits etc.).

All site works shall then proceed only in accordance with the approved management Plan.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted

June 2006 and Policy CS2 of the Core Strategy, adopted January 2016. This information is required before development commences because without an appropriate plan harm may be caused to amenity or highway safety.

5. Prior to commencement of development, details of root protection areas for the existing trees and the exact location of any tree fencing shall have been submitted to and been approved by, the local planning authority.

Reason: To ensure the protection of existing trees.

6. Prior to occupation of any dwelling, details of the communal open space area shall have been submitted to and been approved by the local planning authority. This shall as a minimum include the following:

- a. Details of the communal Green Space including access and maintenance arrangements, including how it will be funded.
- b. Details of biodiversity net gain measures including landscaping and habitat creation to benefit local wildlife.

Reason: In order to ensure appropriate amenity space areas and deliver biodiversity net gain.

7. No part of the development shall be brought into use until visibility splays of 2.4 metres by 70 metres, have been provided at the proposed (site access) junction with Gerrards Lane. The splays shall be provided clear of obstructions to visibility above the height of 0.6 metres measured from the footway/verge level. Once created, the visibility splays shall be maintained clear of any obstruction and shall be retained at all times.

Reason: To ensure adequate visibility at the junction or site access is made and maintained, and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

8. The development hereby permitted shall not be occupied until details of bird boxes to include number, type and location on an appropriately scaled plan as well as timing of installation, has been provided for approval and implemented in accordance with those details.

Reason: In order to ensure habitats for birds as part of the development.

9. No dwelling shall be occupied until an outdoor, weatherproof electric vehicle charging points readily accessible from a dedicated parking space has been provided for the dwelling.

All chargepoints shall be:

- a) A minimum of 7KW, and
- b) at Least Mode 3 or equivalent,
- c) located in order to comply with the Equality Act 2010 and the accessibility requirements set out in the Building Regulations Part M.

All EV charging points shall be clearly marked as such and their purpose explained to new occupants in any home welcome pack.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and NPPF Para 112.

10. No dwelling hereby approved shall be occupied until a full fibre broadband connection has been installed and made available for use.

Reason: To support economic growth in accordance with NPPF Para 114.

11. Prior to the installation of any lighting, a lighting scheme shall have been submitted to and been approved by the local planning authority. The lighting shall be installed in accordance with the approved plans and retained hereafter.

Reason: In order to prevent harm to wildlife from inappropriate lighting.

12. During any construction work, the following measures should be taken to reduce potential harm to wildlife.

- a. A pre-commencement check for badger and hedgehog;
- b. All trenches and excavations should have a means of escape (e.g. a ramp);
- c. Any exposed open pipe systems should be capped to prevent mammals gaining access; and
- d. Appropriate storage of materials to ensure that mammals do not use them.

Reason: To avoid harm to wildlife.

13. No tree felling, scrub clearance, vegetation management or building works is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all buildings, trees, scrub and vegetation are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval.

Reason: In order to protect the habitats of breeding birds.

14. Vegetation and shrubs maintained under a communal maintenance plan within the development site (aside from trees) shall be kept to a height of no greater than 0.6m to help ensure visibility remains clear across the site

Reason: In order to ensure safe access to and within the site.

15. No gates or other obstruction shall be placed across the vehicular access

Reason: To permit vehicles to pull clear of the carriageway when entering the site, in the interests of highway and pedestrian safety.

16. No construction work, including demolition and deliveries to and from the site shall take place on the site except between the hours:

08.00 - 18.00 Monday to Friday;
08:00 - 13:00 hours Saturday.

No work shall take place on Sundays or on Public Holidays

Reason: To safeguard the amenities of nearby residents and to comply with Saved Policies S2 and H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
29/07/2022	FA-DR-03-101	P2	
29/07/2022	02-DR-003	-	
07/07/2022	-	-	
28/06/2022	02-DR-011	-	
14/12/2021	-	-	
13/07/2021	Arboricultural Assessment	-	
13/07/2021	Tree Cascade Chart	-	
09/06/2021	Soil Samples Report	-	
09/06/2021	Ground Investigation Report	-	
09/06/2021	-	-	
09/06/2021	Energy and Sustainability Statement	-	
09/06/2021	Bat Scoping Survey	-	
09/06/2021	Drainage Report	-	

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

The decision to grant planning permission has also been taken having regard to the policies and proposals as set out below, and to all relevant material considerations including supplementary planning guidance:-

KNOWSLEY LOCAL PLAN: CORE STRATEGY

- SD1 - Sustainable Development
- CS2 - Development Principles
- CS3 - Housing Supply, Delivery and Distribution
- CS7 - Transport Networks
- CS8 - Green Infrastructure
- CS15 - Delivering Affordable Housing
- CS17 - Housing Sizes and Design Standards
- CS19 - Design Quality and Accessibility in New Development
- CS21 - Greenspaces and Trees
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk
- CS27 - Planning and Paying for New Infrastructure

**SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN
(ADOPTED JUNE 2006)**

- DQ4 - Trees and Development
- DQ2 - Security in the Built Environment
- ENV5 - Contaminated Land

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Andrew Hunt on 0151 443 2204)

ARTICLE 35 STATEMENT

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

NOTE FOR APPLICANT:

IMPORTANT - PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.

- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
- a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

If any other type of condition is breached then you will be liable to a breach of condition notice.

NOTE FOR APPLICANT: The applicant's attention is drawn to the following comments;

- 1 It is the applicant's responsibility to investigate the possibility of any United Utilities' assets potentially impacted by their proposals and to demonstrate the exact relationship between any United Utilities' assets and the proposed development.
- 2 Merseyside Fire Authority
- 3 The applicant, their advisers and contractors should be made aware that if any European protected species are found, then as a legal requirement, work must cease and advice must be sought from a licensed specialist.

Executive Director - Regeneration and Economic Development

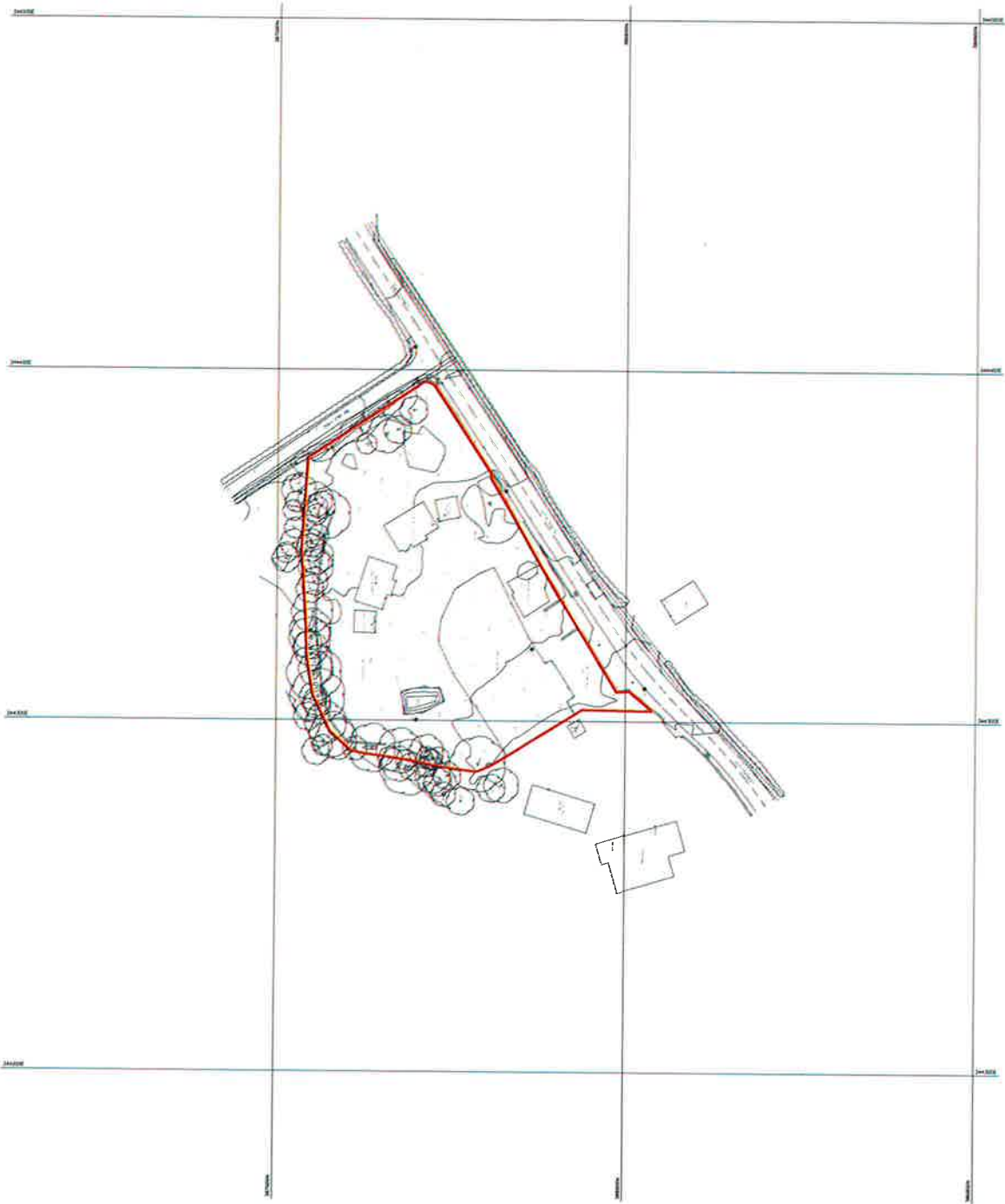
Date:

IMPORTANT NOTES FOR YOUR ATTENTION:

1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.
3. If a Building Regulations Consent is required for these works it is your responsibility to ensure that the plans submitted for both the Building Regulations Consent and Planning Permission are the same in all respects. Should the plans relating to one consent vary from the other, it will be necessary for you to submit amended plans to this Department and obtain the relevant approval(s) prior to commencing any works.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- As this is a decision for a minor commercial application, if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.



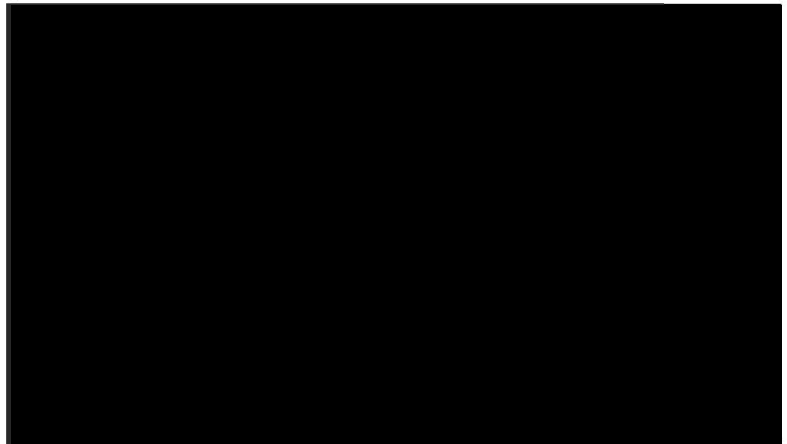
ANNEX 2 The Plan



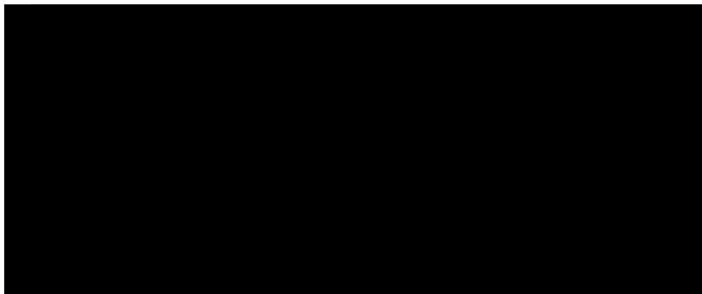
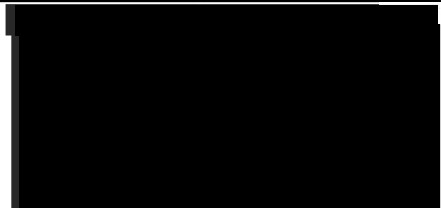
EXECUTION



**THE COMMON SEAL of KNOWSLEY
METROPOLITAN BOROUGH
COUNCIL** was hereunto affixed in the
presence of:



EXECUTED as a DEED by
ABBAY PRESTIGE HOMES LIMITED acting by
PHILLIP WOODMAN, a director, in the presence of:



Executed as a DEED by

TOGETHER COMMERCIAL FINANCE LIMITED

acting by BARRY MATTHEWS under a

Power of Attorney dated

in the presence of :

Witness Signature

Witness Name

Witness Address ...

Witness Occupation

