

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

Planning Act 1990

relating to the erection of 10 dwellings and associated landscaping and infrastructure
at
land known as Woodend, Netherley Road, Tarbock Green, Prescot, L35 1QE

Dated ¹⁹~~18~~ September 2023

- (1) Knowsley Metropolitan Borough Council
- (2) GDB Property Investments Limited

Planning application: 22/00470/FUL

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 | WAIVER |
| 9 | CHANGE IN OWNERSHIP |
| 10 | INDEXATION |
| 11 | INTEREST |
| 12 | VAT |
| 13 | DISPUTE PROVISIONS |
| 14 | JURISDICTION |
| 15 | 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

FOURTH SCHEDULE The Draft Planning Permission

APPENDIX ONE

EXECUTION OF DEED

DATE 19 September 2023

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings
Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) GDB PROPERTY INVESTMENTS LIMITED (company number 07248276)
whose registered office is at Trident House 105 Derby Road Liverpool L20 8LZ
("Owner")

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 and developer of the Site.
- 3 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.
- 4 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 5 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 Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 22/00470/FUL.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations

	for the purpose of 'assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Committed"	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.
"Development"	the Development of the Site by the erection of ten (10) dwellings and associated landscaping and infrastructure as set out in the Application.
"Dwelling"	any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"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.
"Index Linked"	means the contribution is to be adjusted by reference to the amount of any increase in the applicable 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;

"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations.
"Plan"	the plan attached to this Deed at Appendix 1.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fourth Schedule.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 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 severally 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 title through or under that party and in the case of the Council the successors to its respective 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, 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.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and /or facilitating the enforcement of the obligations contained herein against the Owner and with the intent of binding the Owner to observe and perform the obligations as contained in this Deed.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission save for the provisions of this Clause and Clauses 1 – 3 and 7 - 16 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 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

- 6.1 The Council covenants with the Owner 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 £260.00 in respect of the Council's initial fee for registering the obligations contained within 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.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 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 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 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 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against:
- 7.9.1 owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them;
- 7.9.2 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 its purposes as a Statutory Undertaker nor against plant equipment conduits or structures located within the Site used as part of its statutory undertaking; nor
- 7.9.3 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or as the owner of the sub-soil of any highway within the Site.
- 7.10 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.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 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 agreement or such other address notified in writing to the other party from time to time.
- 7.13 If the Council agrees pursuant to an 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 or 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 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 the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 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

11 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.

12 VAT

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

13 DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 JURISDICTION

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

15 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

All that land known as Woodend, Netherley Road, Tarbock Green, Prescott, L35 1QE comprising the land within title number MS444640 and Land known as Woodend Service Station, Netherley Road, Tarbock Green, Prescott comprising land in title number MS377543 registered at the Land Registry.

Description of the Site

All that land known as Woodend Netherley Road Tarbock Green Prescott L35 1QE shown edged red on the attached Plan

SECOND SCHEDULE

The Owner's Covenants with the Council

PART 1

OFF SITE PUBLIC OPEN SPACE

Interpretation

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

"Allotments Contribution" shall mean the sum of £63.90 (sixty three pounds and ninety pence) payable to the Council as a contribution towards the Holland Road Allotments Improvement Project.

"Amenity Greenspace Contribution" shall mean the sum of £1,596.60 (one thousand five hundred and ninety six pounds and sixty pence) payable to the Council as a contribution towards the Church Road Woods "Woodland Improvement Project".

"Children and Young People Contribution" shall mean the sum of £1,376.10 (one thousand three hundred and seventy six pounds and ten pence) payable to the Council as a contribution towards the Hilton Grace Playing Fields "Play Pathfinder Play Area" Improvement Project.

"Outdoor Sports Provision Contribution" shall mean the sum of £8,047.35 (eight thousand and forty seven pounds and thirty five pence) payable to the Council as a contribution towards the Hilton Grace Playing Fields "Improvement Project".

"Parks and Gardens Contribution" shall mean the sum of £15,328.35 (fifteen thousand three hundred and **twenty** eight pounds and thirty five pence) payable to the Council as a contribution towards the Goddard Green "Park Creation Project".

"Public Open Space Off Site Contribution" shall mean the sum of £26,412.30 (twenty six thousand four hundred and twelve pounds and thirty pence) comprising the following:

- (1) Amenity Greenspace Contribution;
- (2) Children and Young People Contribution;
- (3) Allotments Contribution;
- (4) Outdoor Sports Provision Contribution; and
- (5) Parks and Gardens Contribution.

Covenants

2. The Owner covenants with the Council as follows –

2.1 To pay the Public Open Space Off Site Contribution prior to the Commencement of Development; and

2.2 Not to Commence Development until the Public Open Space Off Site Contribution has been paid to the Council pursuant to paragraph 2.1 above.

PART 2

MONITORING FEE

1. In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

“Monitoring Fee” means the sum of £1,040.00 (one thousand and forty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

2. 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 to the Council

PART 3

TREE MITIGATION CONTRIBUTION

1. In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Tree Mitigation Contribution" means the sum of £5,142.20 (five thousand one hundred and forty-two pounds and twenty pence) to be used by the Council for woodland improvement works in Halewood to mitigate for the loss of tree groups G1 and G2 on the Site.

2. Prior to the Commencement of Development the Owner shall pay the Tree Mitigation Contribution to the Council and shall not Commence Development until the Tree Mitigation Contribution has been paid to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Owner 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 other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2 The Council covenants with the Owner 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 fifteen (15) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
- 4 The Council shall 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.

FOURTH SCHEDULE

The Draft Planning Permission

APPENDIX 1 THE PLAN



Knowsley Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

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: 22/00470/FUL

Name and address of applicant

GDB Property Investments Ltd.
44a Liverpool Road
Lydiate
L31 2LZ

Name and address of agent

Pegasus Planning
No. 4, St Pauls Square
Liverpool
L3 9SJ

Date of Receipt: 2 August 2022

Date Valid: 9 August 2022

Address/Location Of Development:

Woodend, Sterling Inks UK
Netherley Road
Tarbock Green
Knowsley
L35 1QE

Description of Development:

ERECTION OF 10 NO DWELLINGS AND ASSOCIATED LANDSCAPING AND INFRASTRUCTURE

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. Notwithstanding any description of materials in the application, no above ground construction works shall take place until samples and / or full specification of materials to be used externally on the buildings have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour, and texture of the materials. The development shall be carried out only in accordance with the agreed schedule of materials.

Reason: In the interests of visual amenity and to comply with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

4. No part of the development shall be brought into use until visibility splays of 2 metres by 2 metres have been provided on each side of the driveway access at plot 1. The depth shall be measured from the back of footway/verge into the site and the width measured outward from the edges of the access. 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 provide the driver of a vehicle using the access and other users of the public highway with adequate inter-visibility and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

5. No part of the development shall be brought into use until visibility splays of 2.4 metres x 25 metres have been provided at the driveway accesses to plots 2 and 3. 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.

6. No part of the development shall commence until details of the development's highway infrastructure, including its site access junction with Netherley Road, have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in full accordance with the approved scheme details prior to first occupation of the development unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of highway safety and amenity and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

7. No part of the development shall commence until a scheme for provision of lighting of private communal areas has been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented in full accordance with the approved scheme details prior to first occupation of the development unless otherwise agreed in writing by the Council as Local Planning Authority. For the avoidance of doubt, such a scheme shall be accompanied by a maintenance strategy to ensure its future operation.

Reason: To ensure the provision of safe and adequate means of access to the development in the interests of the safety and amenity of residents and visitors.

8. No part of the development hereby permitted, including any works of demolition, shall be commenced until a Construction Management Plan that details the means of mitigation of construction effects has been submitted and agreed in writing by the Local Planning Authority. This shall include the following:
- a) Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.
 - b) Methods for dust control and suppression.
 - c) Methods that can be put in place quickly, should odour control be required. (There is potential for odour from the historic use of the site, particularly when ground excavations take place).
 - d) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 - e) The areas for the storage of plant and materials.
 - f) A programme of works, including phasing
 - g) Location of site compound, including any loading/unloading areas, turning areas for delivery vehicles and construction staff parking arrangements.
 - h) Scheme for recycling/disposal of waste resulting from demolition and construction works
 - i) Proposed hours of construction (the following is usually acceptable: 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays).
 - j) The following Reasonable Avoidance Measures (RAMS) should be put in place to ensure that there are no adverse effects on hedgehogs.
 - A pre-commencement check for mammals.
 - All trenches and excavations should have a means of escape (e.g., a ramp).
 - Any exposed open pipe systems should be capped to prevent mammals gaining access.
 - Appropriate storage of materials to ensure that mammals do not use them.

All site works shall then proceed only in accordance with the approved management plan unless otherwise agreed in writing beforehand with the Local Planning Authority.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

9. Prior to the construction of the properties, a scheme, detailing the specific noise mitigation measures that will be implemented throughout the site, shall be submitted to the local planning authority for approval in writing.

The scheme shall follow the recommendations of the e3p Noise Impact Assessment report for Land at Woodend, Netherley Road, Tarbock Green. Reference 50-528-R1-1, date March 2022.

For the avoidance of doubt this scheme must include, but not necessarily be limited, to the following:

- The window glazing specification that will be installed in each property.
- The ventilation specification for each property.
- The design of the acoustic barrier to control road traffic and commercial sound

Any deviations from the recommendations in the report must be agreed in writing with the local planning authority before the changes are made.

Reason: To safeguard future occupiers from noise and disturbance, **and** to comply with Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

10. 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.

Prior to any further ground investigations taking place, the scope of works for these investigations must be agreed, in writing, with the local planning authority.

The assessment must also 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 including a site investigation scheme, based on desk study.
- (ii) an assessment of the potential risks to all receptors that may be affected, including those listed below, and those off-site:

- 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. The verification plan must provide details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. 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. Any changes to the agreed remediation strategy and/or the verification plan require the written consent of the Local Planning Authority.

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. 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 does not result in increased risk to the environment or human health.

F. 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.

Reason: In the interests of safety, to prevent pollution of the water environment , to protect groundwater quality within the principal aquifer to ensure that the site does not pose any further risk to the water environment by demonstrating that the requirements of the approved verification plan have been met and that remediation of the site is complete , to ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution from previously unidentified contamination sources at the development site. and to comply with Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the National Planning Policy Framework.

11. 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 submitted to and approved in writing by the Local Planning Authority. The bird boxes shall be implemented in accordance with those details.

Reason: To mitigate for the loss of bird breeding habitat and to ensure compliance with Policy CS8 in Knowsley Local Plan, Core Strategy adopted January 2016.

12. Prior to the occupation of the development hereby permitted a scheme to demonstrate how household waste and recycling will be stored and collected from the site has been submitted to and approved in writing by the Local Planning Authority.

The approved scheme shall be implemented prior to first occupation of the development hereby approved and shall remain in place thereafter.

Reason: To ensure that household waste and recycling can be safely and conveniently collected from the site in accordance with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013.

13. Prior to the commencement of development hereby permitted an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The method statement will need to demonstrate how damage to the root systems of trees T1, T2, W1 and all the other tree groups to be retained will be prevented. The development shall be implemented in full accordance with the approved method statement.

Reason: To ensure that the proper protection of trees has been carried out in the interests of visual amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

14. The development hereby permitted shall not commence until a detailed SUDS based drainage scheme based on the principles of The SUDS Manual (C753) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2), has been submitted and approved in writing by the Local Planning Authority (LPA). The applicant should provide suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out below. The maximum rate of discharge, off-site, shall not exceed 7.42l/s, and be in line with the drainage strategy as set out within the Flood Risk Assessment and Drainage Strategy dated March 23 unless otherwise agreed in writing with the LPA. The drainage scheme shall also include: -

i) Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD.

ii) Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and

iii) Foul and surface water shall drain on separate systems.

The works shall be implemented in accordance with the approved scheme before the development is brought into use, or as set out in the approved phasing details and retained thereafter for the lifetime of the development.

For avoidance of doubt, Infiltrating-based SuDS features should be discounted due to the presence of contaminations in ground and shallow groundwater.

Reason: To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for

Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

15. Prior to the first occupation of the development, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's management company.
- A schedule for on-going inspections relating to performance and condition.
- Details for planned maintenance and a mechanism for remedial and urgent repair works.
- Means of access for inspection and maintenance purposes.
- The plan shall be implemented in accordance with the timeframes contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

16. Notwithstanding the details shown on the approved drawings, no part of the development shall be occupied and prior to the construction of any hard surfaces including roads until full details, footways and access tracks details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority.

The details shall relate to all land surfaces not built upon and shall include:

- a) Land-levels and gradients resulting in the formation of any banks, terraces or other earthworks
- b) hard surfaced areas and materials, (it should be demonstrated that the roads can accommodate a 7.5 tonne wagon)
- c) planting plans, specifications and schedules, planting size, species and numbers/densities, trees to be retained and a scheme for the timing / phasing of work.
- d) existing plants / trees to be retained
- e) A detailed regime for the ongoing and longer-term maintenance of all soft landscaping and hard landscaping areas including the roads/footpaths is also required to be submitted for approval.

The approved landscaping works shall be implemented and completed prior to the occupation of the dwelling to which it relates unless otherwise agreed in writing by the Local Planning Authority.

Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with Policy CS19

of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

17. Notwithstanding the details submitted, Prior to installation, details of all means of enclosure (including walls, fences and gates) have been submitted to and approved in writing by the Local Planning Authority. The means of enclosure indicated on the approved scheme shall be constructed in accordance with that scheme before the dwellings on the plots to which they relate are first occupied.

Reason: To ensure satisfactory privacy for occupants of the proposed dwellings, in the interests of visual amenity and to comply with Policies CS2, CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

18. No dwelling shall be occupied until it has been provided with an outdoor, weatherproof electric vehicle charging point readily accessible from a dedicated parking space.

All changepoints shall be:

- A minimum of 7KW, and
- at Least Mode 3 or equivalent, and
- untethered, and
- 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 within their new home welcome pack/travel planning advice

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 110.

19. No dwelling hereby approved shall be occupied until details of full fibre broadband connections to all proposed dwellings within the development has been submitted to and approved in writing by the Local Planning Authority. The infrastructure shall be installed prior to occupation and made available for use immediately on occupation of any dwelling in accordance with the approved details.

Reason: To ensure that every dwelling has a full fibre broadband connection in accordance with paragraph 112 of the National Planning Policy Framework

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
09/08/2022	19-112-10	-	EXISTING SITE LOCATION PLAN
09/08/2022	19-112-13 REV A	-	EXISTING BUILDINGS ELEVATIONS WITH EXISTING AREAS
09/08/2022	19-112-14	-	EXISTING BUILDING GROUND FLOOR PLAN
11/11/2022	19-112-16	B	PROPOSED SITE PLAN - INDICATIVE LEVELS
19/10/2022	19-112-200	-	PROPOSED SITE PLAN

03/03/2023	20-0008.01_	-	REVISED FLOOD RISK ASSESSMENT AND DRAINAGE STRATEGY
02/08/2022	P.1622.22	-	PRELIMINARY ECOLOGICAL APPRAISAL
02/08/2022	20-0008.03	-	
02/08/2022	50-528-R1-1	-	NOISE IMPACT ASSESSMENT
23/09/2022	19-112-55	B	PLOT 10 THE STABLES - PROPOSED PLANS & ELEVATIONS
07/12/2022	19-112-54	D	PLOTS 08 & 09 THE FARMHOUSE - PROPOSED PLANS & ELEVATIONS
23/09/2022	19-112-53	B	PLOTS 06 & 07 FARMSTEAD NORTH - PROPOSED PLANS & ELEVATIONS
23/09/2022	19-112-52	C	PLOTS 04 & 05 FARMSTEAD EAST - PROPOSED PLANS & ELEVATIONS
02/08/2022	19-112-32	-	SHELTER PROPOSED PLANS & ELEVATIONS
23/09/2022	19-112-51	C	PLOTS 02 & 03 THE BARNS - PROPOSED PLANS & ELEVATIONS
23/09/2022	19-112-50	B	PLOT 01 THE COACH HOUSE - PROPOSED PLANS & ELEVATIONS
02/08/2022	19-112-31	-	PLOT 03 GARAGE - PROPOSED PLANS & ELEVATIONS
02/08/2022	19-112-30	-	PLOT 01 GARAGE - PROPOSED PLANS & ELEVATIONS
02/08/2022	19-112-13	X	EXISTING BUILDINGS ELEVATIONS WITH EXISTING AREAS
02/08/2022	19-112-10	X	EXISTING SITE LOCATION PLAN
08/11/2022	NOVEMBER 22	-	AMENDED ARB IMPACT ASSESSMENT

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: -

- CS2 - Development Principles
- CS5 - Green Belt
- CS17 - Housing Sizes and Design Standards
- CS19 - Design Quality and Accessibility in New Development
- CS21 - Greenspaces and Trees
- CS24 - Managing Flood Risk

KNOWSLEY LOCAL PLAN: CORE STRATEGY

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

- DQ4 - Trees and Development
- ENV2 - Noise and Vibration

ENV5 - Contaminated Land
National Planning Policy Framework

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 (Mark Quinn on 0151 443 2381)

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.

1. The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

2. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. This permission requires the construction, improvement or alteration of an access to the public highway. Under Section 184 of the Highways Act 1980, the Highway Authority must specify the works to be carried out. Only the Highway Authority or a contractor approved by the Highway Authority can carry out these works. Prior to the commencement of any works, the applicant is advised to contact the Council's Maintenance Contractor Tarmac on 0800 023 2334 or Knowsley.highways@tarmac.com
4. The road serving the permitted development is to be designated a private road which will not be adopted as a Highway Maintainable at the Public Expense (under the Highways Act 1980). It is incumbent on the developer to undertake the appropriate measures to ensure that the future maintenance and management of the private street is established and continued in perpetuity. For example: through the establishment of a Maintenance or Management Company, whose terms of reference are secured by means of a planning condition, as well as the developer formally seeking exemption under Section 219 of The Highways Act 1980. All roads within the development hereby permitted must be constructed to an engineering standard equivalent to that of adoptable highways. Further information can be obtained by contacting SiteDevelopment@knowsley.gov.uk
5. It should be noted that the Council operates the Advance Payments Code in accordance with Sections 219 - 225 of the Highways Act 1980. This Code applies wherever a new building is to be erected which will have a frontage onto a new section of road which is to be declared a private road. Failure to deposit or secure monies with the Highway Authority prior to the commencement of building work, in accordance with the Code, is an offence, which could lead to the suspension of construction and may lead to prosecution and a fine.
6. With regard to condition 10 (Contaminated land) please see the following comments from Merseyside Environmental Advisory Service.
 1. The latest report (Phase 1 Land Contamination Assessment dated March 2020) refers to a Phase 2 report dated May 2015, unfortunately this has not been submitted with this planning application. MEAS advise all relevant information should be provided to enable a comprehensive assessment of the site to be undertaken. This includes the final copy of the Phase 3 report which is stated as being in draft.
 2. Peak Associates Phase 1 report provides an update on the condition of the site including areas of fly tipping, contaminated surface water and information that road tankers were emptied in the southeast corner. As well as these additional sources of contamination large areas of the site are yet to be investigated. These lie predominantly in the east, including beneath the main building and in the area of the assumed tank farm. MEAS agree with the conclusion of the Phase 1 report that additional intrusive works will be required once these areas become accessible. The scope of any further works should be agreed in advance with the Local Planning Authority. This should include further testing for Volatile Organic Contaminants (VOCs), hydrocarbons (TPH) and asbestos.
 3. Ground gas monitoring, and if necessary, vapour monitoring, will be required to determine what protection measures are needed. I advise that the reliance on gas or vapour protection measures without supporting monitoring data will not be acceptable on this site.
 4. MEAS advise that confirmation is required as to whether the Petroleum Officer has been contacted to ascertain information on the underground storage tanks on site which were reportedly slurry filled in 1986.
 5. A plan showing potential source area would be beneficial i.e., bunds, chemical storage as well as fly tipping.
7. Please see comments from Merseyside Fire Authority. Received 12/10/22

8. Breeding birds are protected under the general provision of Section 1 of the Wildlife and Countryside Act 1981 as amended. Whilst the nest is being built or is in use, the eggs, young and nest are protected against intentional and reckless taking, damage and destruction. No tree, scrub or hedgerow felling, management and/or cutting operations should take place during the period 1 March to 31 August inclusive to protect breeding birds.
- 9 With regard to condition 8 (CEMP)

A waste audit or similar mechanism provides a mechanism for managing and monitoring construction, demolition and excavation waste. This is a requirement of WLP policy WM8 and the National Planning Policy for Waste (paragraph 8); and is advised for projects that are likely to produce significant volumes of waste (NPPG, paragraph 49). Implementation of such mechanisms may also deliver cost savings and efficiencies for the applicant. The following information could be included within the waste audit (or similar mechanism) as stated in the Planning Practice Guidance:

- the anticipated nature and volumes of waste that the development will generate.
- where appropriate, the steps to be taken to ensure the maximum amount of waste arising from development on previously developed land is incorporated within the new development;
- the steps to be taken to ensure effective segregation of wastes at source including, as appropriate, the provision of waste sorting, storage, recovery and recycling facilities; and
- any other steps to be taken to manage the waste that cannot be incorporated within the new development or that arises once development is complete.
- Information to comply with policy WM8 could be integrated into a Construction Environment Management Plan (CEMP) if one is to be produced for the development. This would have the benefit of ensuring that the principles of sustainable waste management are integrated into the management of construction on-site to improve resource efficiency and minimise environmental impacts.

Guidance and templates are available at:

- <http://www.meas.org.uk/1090>
- <https://www.gov.uk/guidance/waste>
- <http://www.wrap.org.uk/>
- http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8983

10. With regard to condition XX (Drainage) - No drainage systems for the infiltration of surface water to the ground are permitted due to the potential for mobilising contaminants in the subsurface.
11. Please refer to informatives contained within response from Environment Agency dated 24th November 2022.
12. Please see response from United Utilities dated 25/04/2023.

Executive Director - Regeneration and Economic Development

Date: 6 June 2023

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. You should ensure that you understand the requirements of all planning conditions and that you fully comply with their requirements. If you are in any doubt about what a condition requires of you, please ask us for assistance. Planning conditions may require you to submit further information to us and await our approval before you can start your development. A failure to do so could result in your development being unlawful and necessitate the submission of a further planning application. A failure to comply with the conditions of the permission/consent may result in the taking of enforcement and potentially legal action, against you to remedy the breach of planning control.
4. A fee is normally payable to discharge planning conditions in accordance with government regulations.
5. This permission does not convey any rights or approval to build on, or develop, any land that is not fully owned or controlled by you, including on party boundaries. You should satisfy yourself that the agreement of any adjoining landowners has been given prior to commencing any building works.
6. 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. Knowsley Council's Building Control team are contactable on (0151)-443 2342 and they would be pleased to assist you.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- 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.

THE COMMON SEAL of
KNOWSLWY METROPOLITAN
BOROUGH COUNCIL
was affixed in the presence of:

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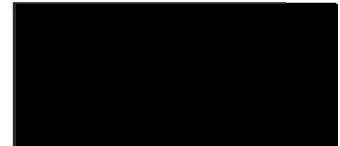


Name: NITIN BORDE

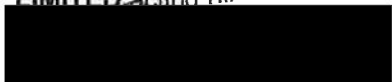
Position: SOLICITOR

Seal no.: 31284

Authorised Signatory:



Executed as a deed by
GDB PROPERTY INVESTMENTS
LIMITED acting by



Director

a director, in the presence of:



signature of witness

Name: DAVID J. W. HILL

Address: OVERCADE WESTON STIRCHES BURY
SY4 5XN

Occupation: RETIRED

of Witness

