

Dated 24 November 2017

THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

and

DURHAM GROUP ESTATES LIMITED

and

GENTOO HOMES LIMITED

Agreement

pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land and buildings at the junction of Moor Lane and Whitburn Road East Boldon

Mike Harding
Head of Legal Services
South Tyneside Council
Town Hall and Civic offices
Westoe Road
South Shields
Tyne and Wear
Ref: BB/L/15159

This Agreement is made the 24th day of November 2017

By

1. **The Council of the Borough of South Tyneside** of Town Hall and Civil Offices, Westoe Road, South Shields, Tyne and Wear, NE33 2RL ("**the Council**"); and
2. **Durham Group Estates Limited** (registered company number 04940414) whose Registered Office is at Office 10, Unit 5, Fairfield Industrial Park, Bill Quay, Gateshead NE10 0UR ("**the Owner**"); and
3. **Gentoo Homes Limited** (registered company number 04739226) whose registered office is at Emperor House, 2 Emperor Way, Doxford International Business Park, Sunderland SR3 3XR ("**the Developer**")

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. The Owner is the freehold owner of the Site.
- C. The Developer entered into a conditional Contract with the Owner on 3 March 2017 to acquire the Site and has submitted the Application to the Council in order to carry out the Development on the Site.
- D. The Council's Planning Committee resolved on 2 October 2017 that it was minded to grant the Planning Permission subject to completion of this Deed.
- E. The Owner the Developer and the Council have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and (so far as provided for by clause 16) the Developer and their successors in title to the Site.

Now this Deed witnesses as follows:

1. **Definitions**

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

“Act”	the Town and Country Planning Act 1990;
“Application”	the application for full planning permission dated 13 April 2017 submitted to the Council for the Development and allocated reference number ST/0322/17/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;
“Development”	the development of the Site comprising erection of 18 Dwellings with associated access, open space and landscaping;
“Dwelling”	a unit of residential accommodation to be constructed pursuant to the Planning Permission;
“Information Pack”	documentation to be supplied to the first Occupier only of each Dwelling within the Development in a suitable form and language for individuals containing

particulars of the following:

(a) details of the Northumbria Coast Special Protection Area designated under Directive 2009/147/EC and the Durham Special Area of Conservation designated under Directive 92/43/EEC (the "Natura 2000 Sites") and their importance; (b) potential impacts on the Natura 2000 Sites from the Development and other development within the local area; (c) identification of alternative green infrastructure within the local area and outside of the Natura 2000 sites suitable for recreational user;

and where the format and content of the documentation has been submitted to and approved in writing by the Council prior to Occupation of any Dwelling within the Development;

"Occupation"

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy, Occupier and Occupied" shall be construed accordingly;

"Plan 1"

the plan attached to this Deed and numbered "Plan 1";

"Plan 2"

the plan attached to this Deed and numbered "Plan 2";

"Planning Permission"

the full planning permission that may be granted pursuant to the Application in the

form of the draft annexed at the Third Schedule hereto;

"Site"

the land against which this Deed may be enforced shown for illustrative purposes edged in red on Plan 1 and more particularly 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 (unless the context otherwise requires).
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

- 2.8. Except where indicated otherwise, references to the Site include any part of it.
- 2.9. Any covenant by the Owner or the Developer not do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.10 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

3. **Legal Basis**

- 3.1. This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and the Developer.
- 3.2. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

4. **Conditionality**

- 4.1. This Deed is conditional upon:
 - 4.1.1. the grant of the Planning Permission; and
 - 4.1.2. the Commencement of Developmentsave for the provisions of Clauses 6 to 18 which shall come into effect immediately upon the completion of this Deed.

5. **The Owner Covenants**

- 5.1. The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations in this Deed including those obligations set out in the Second Schedule and hereby agrees that the Site shall be subject to the obligations, restrictions and covenants herein, such obligations

being planning obligations for the purposes of section 106 of the Act as set out in the Second Schedule.

6. **Fees**

6.1. The Developer shall pay to the Council on completion of this Deed the sum of £600.00 incurred in the negotiation, preparation and execution of this Deed.

7. **Local Land Charge**

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

7.2. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request by the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

8. **Termination of this Deed**

8.1. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

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

9.1. Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council this Deed shall not be enforceable by any third party pursuant to The Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

10. **Liabilities**

10.1. No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with all of its interest in the Site or the part of the Site where the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

10.2. The obligations restrictions and covenants contained in this Deed shall not be enforceable against a statutory undertaker after the transfer of statutory apparatus by the Owner to the statutory undertaker.

10.3. Nothing in this Deed shall prohibit or limit the right to develop any apart 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.

11. **Council's Powers**

11.1. 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.

12. **Waiver**

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

13. **Change in Ownership**

13.1. The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan (save that this clause shall not relate to the sale of a Dwelling constructed pursuant to the Planning Permission).

14. **VAT**

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

15. **Dispute Provisions**

- 15.1. 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.
- 15.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.3. 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.
- 15.4. 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.

15.5. 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.

16. **Developer's Consent**

16.1. The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the interest of the Owner shall be bound by the terms of this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it becomes a successor in title to the Owner (pursuant to the conditional contract mentioned in the Recitals at paragraph C or otherwise) in which case the Developer too will be bound by the obligations in this Deed as a person deriving title from the Owner.

17. **Jurisdiction**

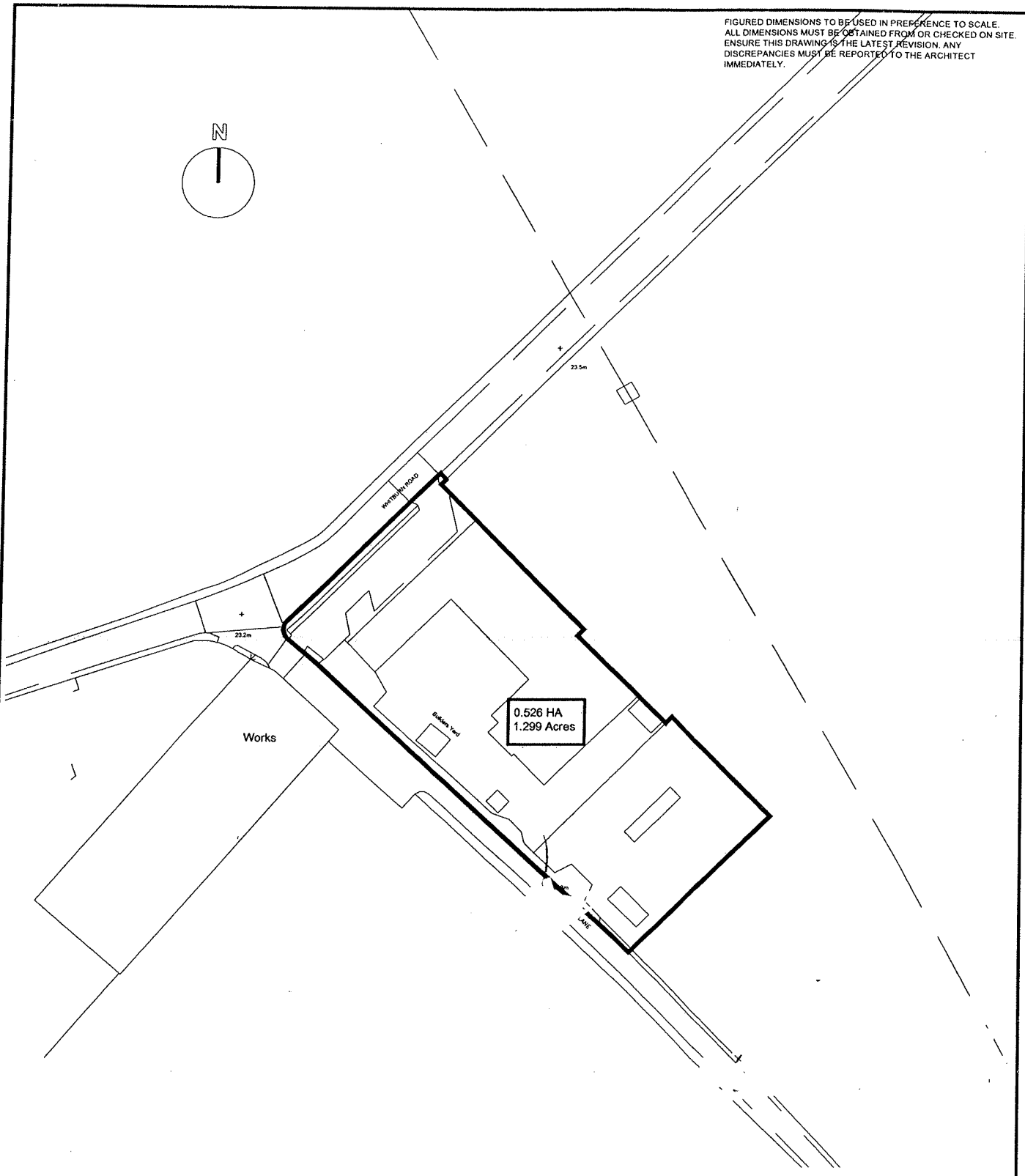
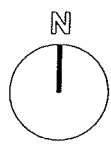
17.1. This Deed is governed by and interpreted in accordance with the law of England and Wales.

18. **Delivery**

18.1. 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.

FIGURED DIMENSIONS TO BE USED IN PREFERENCE TO SCALE. ALL DIMENSIONS MUST BE OBTAINED FROM OR CHECKED ON SITE. ENSURE THIS DRAWING IS THE LATEST REVISION. ANY DISCREPANCIES MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY.



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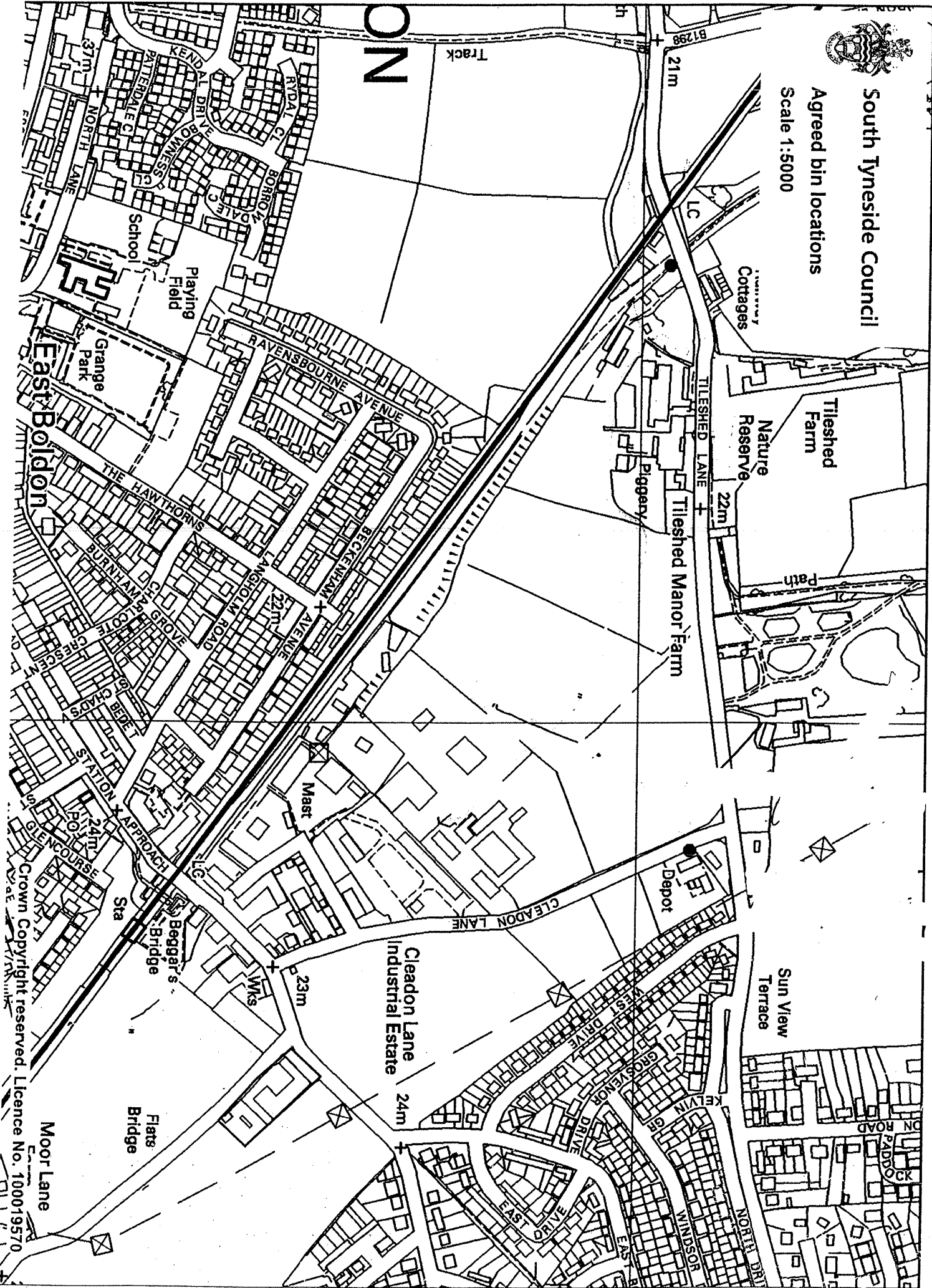
PROJECT DEVELOPMENT AT EAST BOLDON,		SUBJECT SITE LOCATION PLAN	
AKELER HOUSE 1 EMPEROR WAY DOXFORD INTERNATIONAL SUNDERLAND SR3 3XR	TEL 0191 525 5000 FAX 0191 525 5882	PROJECT LEADER S.REED	TELEPHONE No. 5147
gentoo homes		DRAWN BY Stephen.Reed	APPROVED BY
DATE 22/03/2017		SCALE 1: 1250	SHEET SIZE A4
DRAWING No. GEN/60A/001			REVISION



South Tyneside Council

Agreed bin locations

Scale 1:5000



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First Schedule

Details of Title and description of the Site

The freehold property known as land and buildings at the junction of Moor Lane and Whitburn Road, East Boldon registered at HM Land Registry under Title Number TY14008

Second Schedule

The Owner's Covenants with the Council

The Owner covenants with the Council as follows:

1. Prior to any Occupation of the Development, to pay the Council:
 - 1.1. £4800.00 towards the Council's costs in installing, maintaining and servicing dog waste bins in the locations shown on Plan 2 or such other locations as agreed with the Owner in writing; and
 - 1.2. £3200.00 towards the Council's costs in installing maintaining and where necessary renewing or replacing an interpretation or notice board detailing the Natura 2000 Sites and their importance in such location as may be agreed with the Owner in writing.
2. Not to permit Occupation of each Dwelling within the Development until the first Occupier of the Dwelling is provided with a copy of the Information Pack.

Third Schedule

Draft Planning Permission



South Tyneside Council

DRAFT

NOTICE OF GRANT OF PLANNING PERMISSION

Town and Country Planning Act 1990

Town and Country Planning (Development Management Procedure)
(England) Order 2015

Contact Name and Address:

Gentoo Homes
Mr Shaun Cuggy
Emperor House
2 Emperor Way
Doxford International Business Park
Sunderland
SR3 3XR

Application No: ST/0322/17/FUL

Date of Issue:

In pursuance of their powers under the above mentioned Acts, South Tyneside Council as Local Planning Authority hereby **GRANT** planning permission for the following:

PROPOSAL: Demolition and clearance of existing vacant industrial buildings/infrastructure and erection of 18 residential properties, with associated access, open space and landscaping.

LOCATION: Land at the junction and bounded by Whitburn Road and Moor Lane, East Boldon, , (Vacant formerly Vinci Construction UK Ltd Moor Lane)

In accordance with your application dated 13 April 2017

SUBJECT TO THE FOLLOWING CONDITION(S) AND REASON(S):

- 1 The development to which this permission relates must be commenced not later than 3 years from the date of this permission.

As required by Section 91 of the Town and Country Planning Act 1990 and to ensure that the development is carried out within a reasonable time.

- 2 The development shall be carried out in accordance with the approved plan(s) as detailed below

Drg no. GEN/60A/011 rev p8 received 18/09/2017

Drg no. GEN/60A/014 received 13/04/2017

Drg no. GEN/60A/025 (P1) received 13/04/2017

Drg no. GEN/60A/026 (P1) received 13/04/2017

Drg no. GEN/60A/027 (P1) received 13/04/2017

Drg no. GEN/60A/028 (P1) received 13/04/2017

Drg no. GEN/60A/029 (P1) received 13/04/2017

Drg no. GEN/60A-800 R-03 rev 1 received 13/04/2017

Drg no. GEN-60A-800 R-04 rev 1 received 13/04/2017

Drg no. GEN-60A-800 TF-05 rev 1 received 13/04/2017
Drg no. GEN-60A-800 TF-09 rev 1 received 13/04/2017
Drg no. GEN-60A-800 W-00 rev 1 received 13/04/2017
Drg no. GEN-60A-800 W-14 rev 1 received 13/04/2017
Drg no. GEN-60A-800 W-15 rev 1 received 13/04/2017
Drg no. GEN-60A-800 TF-10 rev 2 received 27/07/2017
Drg no. GEN-60A-800 W-12 rev 1 received 11/09/2017

Any minor material changes to the approved plans will require a formal planning application under S73 of the Town and Country Planning Act 1990 to vary this condition and substitute alternative plans.

In order to provide a procedure to seek approval of proposed minor material change which is not substantially different from that which has been approved.

- 3 An addendum gas monitoring risk assessment report which details the results of the outstanding gas monitoring visits should be submitted to the local planning authority for approval prior to the commencement of works. An investigation and risk assessment must be completed in accordance with a scheme to assess the nature and extent of any contamination across the whole site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The report of the findings must include (i) a survey of the extent, scale and nature of contamination (ii) an assessment of the potential risks to human health, property (existing or proposed) and (iii) an appraisal of remedial options, and proposal of the preferred option(s). This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

To ensure that risks from ground gas to the future users of the development site and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

- 4 A Detailed Remediation Strategy for the proposed remedial works shall be submitted to, and approved by the Local Planning Authority prior to commencing remedial works. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. Where remediation of gas has been identified as necessary by the site investigation a gas verification plan shall be submitted for the proposed gas protection measures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Development shall be carried out in accordance with the approved details.

To ensure that risks from land contamination to the future users of the development site and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

- 5 Following completion of measures identified in the approved Remediation Strategy, a Verification Report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority prior to any part of the site being first occupied.

To ensure that risks from land contamination to the future users of the development site and neighbouring have been addressed in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

- 6 In the event that contamination is found at any time when carrying out the approved development that was not previously identified, it must be reported in writing immediately to the Local Planning Authority. Sufficient detail should be provided identifying how the unexpected contamination will be dealt with.

Development shall be carried out in accordance with the approved details.

To ensure that risks from land contamination to the future users of the development site and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, in accordance with Policies DM1 and EA5 of the South Tyneside Local Development Framework.

- 7 Prior to the first occupation of each dwelling, the recommendations contained within the noise assessment report entitled 'Environmental Noise Assessment, Doc Ref: 1015049-RPT-AS001 prepared by Cundall received 13/04/2017' as detailed within Table 3: proposed condition glazing and ventilation solutions, in conjunction with figure 3 - proposed glazing and ventilation conditions, shall be carried out in full.

To ensure a satisfactory standard of development and in the interests of safeguarding future residents of the development from excessive noise levels in accordance with Policy DM1 and of the South Tyneside Local Development Framework.

- 8 Prior to the construction of the hereby approved dwellings above ground level a phasing plan to secure the completion of the proposed 1800mm high dwarf brick wall and timber infill fencing and brick pier boundary treatment, as shown on Drg Drawing ref: GEN-60A/011 rev p8 received 18/09/2017 and GEN/60A/800 - W012 received 11/09/17 to the north-eastern and south-eastern boundary shall be submitted to and approved in writing by the local planning authority.

The application site is bounded to the north east and south east by Boldon Flats Local Wildlife Site which is an important wildlife habitat due to its areas of lowland meadow and pasture that are flooded to support a great number of wetland birds. Unauthorised access onto this land, particularly by future occupiers (and pets) of the application site, is likely to have an adverse impact upon this habitat. The boundary treatment incorporating a brick wall would provide a permanent enclosure along this north eastern and south eastern site boundary. In the interests of safeguarding biodiversity in accordance with Local Development Framework Policies EA1 and EA3.

- 9 The proposed boundary treatment to the south western boundary of the site with Moor Lane shall be completed prior to the first occupation of plots 6, 7,8, 9, 10, 11 and 12 as shown on Drg GEN/60A/011 p8 received 18/09/2017.

To ensure a satisfactory standard of development and in the interests safeguarding the future occupiers of the dwellings from excessive traffic and industrial noise in accordance with Policy DM1 of the South Tyneside Local Development Framework.

- 10 Notwithstanding the provision of Article 3 and Class, F of part 1, and Class A , of Part 2 of schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that order with or without modification) no hard surface shall be installed within the curtilage of the dwelling(s) or detached garages hereby approved, and there shall be no means of enclosure (fence, walls, gates etc) erected within the application site, without an application for planning permission having first been made to and approved in writing by the Local Planning Authority.

To reduce the risk of flooding and to maintain a degree of permanence to the common boundaries (incorporating a brick wall) with the adjacent Boldon Flats Local Wildlife Site in accordance with Policies DM1, DM7 and, EA1, and EA3 of the South Tyneside Local Development Framework.

- 11 Notwithstanding the details submitted, and prior to the commencement of the development hereby permitted, a final detailed drainage design including sustainable drainage system/s and final gully positions, shall be submitted to and approved in writing by the local planning authority in conjunction with the Local Lead Flood Authority and Highways Authority. The final drainage design shall:
- Ensure that the foul and surface water flows discharge to the combined sewer at manhole 3601 or 3602 and the surface water discharge rate shall not exceed the available capacity of 5l/sec.
 - Include drawings and calculations detailing exceedance amounts from the drainage for extreme storms including 1 in 30 year event and 1 in 100 year event plus 40% climate change; where drainage design is created in micro-drainage the mdx model shall be provided
 - Identify that there will be no flooding from a 1 in 30 year event from the drainage on-site, and no internal flooding of any on-site buildings, and no off-site flooding for a 1 in 100 year event plus 40% climate change; where exceedances are indicated overland flow plans shall be submitted;
 - Include a timetable for its implementation; and
 - Provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

Development shall be carried out in accordance with the approved details.

To ensure the discharge of surface/foul water from the site does not increase the risk of flooding and ensure the drainage scheme is adequately maintained and managed so that it does not increase the risk of flooding in accordance with Policies DM1 and ST2 of the South Tyneside Local Development Framework.

- 12 Notwithstanding the indicative details shown on drawing number GEN/60A/015 rev p3 received 27/07/2017 before the first occupation of any dwelling hereby permitted, a detailed hard landscaping scheme including permeable paving specifications and a soft landscaping planting plan/specification including the type, height, species and location of all new trees and shrubs as well as any proposed seeding or turfing, topsoil depths and planting specification for the rain garden / raised planters shall be submitted to and approved in writing by the Local Planning Authority. The plan/specification shall include details of the phasing of the landscaping scheme to secure its completion before respective dwellings are occupied.

Development shall be carried out in accordance with the approved details.

Any trees or plants, which within a period of 5 years of planting, die, are removed, or become seriously damaged or diseased, shall be replaced with others of similar size and species not later than the next planting season after the loss or damage has occurred (unless otherwise agreed in writing by the Local Planning Authority).

To ensure a satisfactory standard of development in the interests of visual amenity and ecology in accordance with Policy DM1, DM7 and EA3 of the South Tyneside Local Development Framework.

- 13 Before the first occupation of any dwelling hereby permitted, details for the landscape management and maintenance shall be submitted to and approved in writing by the Local Planning Authority and subsequently carried out in accordance with the approved details for the lifetime of the development.

In order to ensure a satisfactory standard of development in the interests of ecology enhancement and the amenity of the area in accordance with Development Management Policies DM1 and DM7 of the South Tyneside Local Development Framework.

- 14 No construction or associated works or deliveries of materials shall take place outside the hours of 8am - 6pm Monday to Friday and 8am - 1pm Saturdays and no such works or deliveries shall be carried out at any time on Sundays or Public Holidays.

To safeguard the amenity of the nearby residents in accordance Policy DM1 of the South Tyneside Local Development Framework.

- 15 Prior to commencement of development the finished floor levels of the dwellings and spot heights for the highway (fixed to an off-site datum point) shall be submitted to and agreed in writing by the Local Planning Authority and development shall be carried out in accordance with the agreed details.

To ensure a satisfactory standard of development in the interests of both visual and residential amenity in accordance with Policy DM1 of the South Tyneside Local Development Framework.

- 16 Notwithstanding the details submitted, prior to the commencement of the development samples and details of all external materials shall be submitted to the Local Planning Authority and approved in writing. All works shall be carried out in accordance with the approved details.

To ensure a satisfactory standard of development and in the interests of visual amenity in accordance with Policy DM1 of the South Tyneside Local Development Framework.

- 17 No development, demolition, or earth moving shall take place, and there shall be no materials or machinery brought onto the application site until temporary screening, the details for which shall be submitted to and approved in writing by the local planning authority, has been erected on the north-eastern and south-eastern boundaries of the site reducing the visual disturbance to the birds using Boldon Flats LWS. The temporary screening shall be maintained during the whole of the construction period in accordance with the approved details.

In accordance with the recommendations of the applicant's Ecological Survey received 11/09/2017 and in the interests of safeguarding biodiversity in accordance with Local Development Framework, Core Strategy Policy EA3 and Development Management Policy DM7.

- 18 Before the first occupation of any dwelling hereby permitted, full details (including drawings and/or specifications) of the proposed external lighting to serve the entire development and a "low-level lighting design strategy for biodiversity" shall be submitted to and approved in writing by the Local Planning Authority. The lighting design strategy shall: a) identify those areas/features on or adjacent to the site that are particularly sensitive for bats and birds and that are likely to cause disturbance in or around their breeding and overwintering sites or along important routes used to access key areas of their territory, for example, for foraging; and b) show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding and overwintering areas. All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy.

In accordance with the recommendations of the applicant's Ecological Survey received 11/09/2017 and in the interests of safeguarding biodiversity and in order to ensure a satisfactory standard of development in the interests of both visual and residential amenity in accordance with Policies DM1, DM7 and EA3 of the South Tyneside Local Development Framework.

- 19 Before the first occupation of any dwelling, details of an information board located within the red line planning application site, and outlining the importance of Boldon Flats LWS and detailing local green infrastructure must be submitted to and approved in writing by the Local Planning Authority and subsequently implemented on site and maintained in perpetuity. The details should include the proposed location of the board and the content and design of the information on the board. The agreed details shall be completed prior to the first occupation of the development and retained henceforth.

In accordance with the recommendations of the applicant's Ecological Survey received 11/09/2017 and to provide information to educate local residents on the importance of Boldon Flats LWS and local green infrastructure and provide mitigation disturbance and adverse impacts on birds from residents and their pets in accordance with Local Development Framework, Core Strategy Policy EA3 and Development Management Policy DM7.

- 20 Prior to the occupation of the final dwelling hereby permitted, 3no bat boxes and 3no bird boxes must be installed/constructed in accordance with details set out in Appendix J - Location and Specification of Integrated Bat & Bird Boxes of the submitted the Ecological Survey, East Boldon Workshops, July 2017 reissue, ref: ECN167 063 version V06 by Eco North Ecological Consultants.

In accordance with the recommendations of the applicant's Ecological Survey received 11/09/2017 and to retain nesting sites for wild birds in accordance with Local Development Framework, Core Strategy Policy EA3 and Development Management Policy DM7.

- 21 The off-site highway works to Whitburn Road and Moor Lane, comprising the re-aligned public footway, the provision of 2no. visitor parking bays, new road markings under an amended Traffic Regulation Order, new footpath along Moor Lane and new speed restriction signage shall be submitted to and approved in writing by the Local Planning Authority. The agreed details shall be completed prior to the first occupation of the hereby approved development.

In the interests of safeguarding highway safety in accordance with adopted South Tyneside Local Development Framework Policy DM1 (G).

NOTES TO APPLICANT:

- 1 In dealing with this application the Council has implemented the requirements of the National Planning Policy Framework (paragraphs 186 & 187) to seek to approve applications for sustainable development where possible.
- 2 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

- 3 The Council requires the developer to provide to each unit before first occupation a 240l refuse bin and a 240l recycling bin to the Council's specification in order that the council can fulfil its obligation to collect and dispose of household waste. Details of the Council's specifications can be obtained from Waste Services at South Tyneside Council

4 NOTE TO APPLICANT

All British bats are protected by both UK and European legislation. This legal protection extends to any place that a bat uses for shelter or protection whether bats are present or not. Should bats or signs of bats (such as droppings or dead bats) be discovered at any stage during the works, work must stop immediately and advice sought from Natural

England. Failure to do this may result in an offence being committed, regardless of planning consent, and could lead to prosecution.

5 NOTE TO APPLICANT

Alterations to the existing adopted highway or creation of new highway proposed for adoption will require the separate approval of the Highway Authority under the provisions of the Highways Act 1980 (as amended). Please contact Highway Engineering Services, Adoptions and Projects Team, for further information on 0191 424 7507.

6 NOTE TO APPLICANT

Within the highways adoption agreement there will need to be rights of access in perpetuity to use the drainage system for purposes of highway drainage

7 NOTE TO APPLICANT

No removal of hedgerows, trees or shrubs or other vegetation or demolition of buildings or structures that may be used by breeding birds shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check for active birds' nests immediately before the work is carried out.



George Mansbridge
Head of Development Services

Your attention is drawn to the attached schedule of notes which form part of this notice

NOTES

- 1 This certificate is issued under the Town and Country Planning Acts, Regulations and Orders and does not constitute a permission, approval or consent by South Tyneside Council for any other purpose whatsoever. Applications must therefore be made to the appropriate Departments of the Council for any other permission, approval or consent (including Building Regulations approval or approval of South Tyneside Council as ground landlord where appropriate) which may be necessary in connection with the proposed development or anything incidental thereto, or the use to be made of the premises which form the subject of such development.
- 2 You may also require permissions, approvals or consents under other legislation, or from bodies other than South Tyneside Council. This could include works affecting a public sewer, gas main, or electricity line, works within the adopted highway, works affecting a public right of way, property covenants, legislation relating to disabled persons, land drainage consent, waste management consent, scheduled monument consent or works affecting protected habitats or species.
3. Any non-material change to the approved plan(s) that form part of this permission would require the submission of an application for a non-material change under section 96A of the Town and Country Planning Act 1990. Whether changes to a proposed development are considered non-material is a matter for Planning Authority discretion.
- 4 The approved development should be implemented in strict compliance with all of the planning conditions, and in particular any which require details to be approved prior to the commencement of the development. Failure to do so may result in any commencement of development being unauthorised, which could be liable to enforcement action.
- 5 If you wish to change, or not comply with, any of the planning conditions attached to the permission, then you will need to submit a new application for planning permission under section 73 of the Town and Country Planning Act 1990. This does not affect your statutory rights of appeal against any of the planning conditions. This includes if you wish to not comply with a condition attached to a permission which details the approved plan(s), so as to make a minor material change to the approved plan(s). A minor material change is defined as one whose scale and nature results in a development that is not substantially different from that which has been approved.
- 6 Your attention is drawn to your responsibilities under the Chronically Sick and Disabled Persons Act 1970 and the Disability Discrimination Act 1995 relating to disabled persons, to ensure that adequate attention has been paid to their needs. If the proposed development involves new or existing buildings to which the public are to be admitted, or offices, shops, railway premises, factories or educational buildings, provision should be made for the means of access, parking and sanitary conveniences to meet the needs of disabled people. In addition, appropriate signposting of the facilities should be provided. In carrying out these statutory obligations your attention is drawn to the "Code of Practice for Access for the Disabled to Buildings" (BS5810:1979). You are advised to seek professional advice to ensure that you meet your legal obligations under the Disability Discrimination Act 1995, especially with regard to Part III thereof.

APPEALS TO THE SECRETARY OF STATE

7 Only the applicant possesses the right of appeal

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 unless:

- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice [reference no. if applicable], if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice; or
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <https://acp.planninginspectorate.gov.uk>

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.

PURCHASE NOTICES

- 8 If permission to develop land is granted subject to conditions, whether by South Tyneside Council as local planning authority or by the Secretary of State for Communities and Local Government, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council, requiring the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Executed as a Deed by affixing

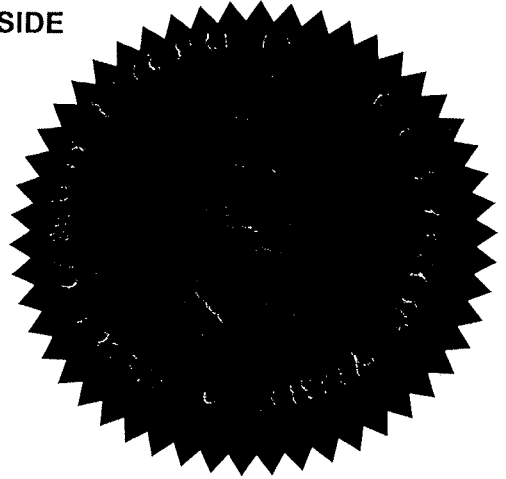
The Common Seal of

THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE

in the presence of:

.....
Mayor/Authorised Signatory

.....
Head of Legal Services/Authorised Signatory



Signed as a Deed by

DURHAM GROUP ESTATES LIMITED

Acting by a director

in the presence of:

.....
Witness

PHILIP DUNN

Name of witness

SOLICITOR, DWF LLP

Position

Executed as a Deed by

GENTOO HOMES LIMITED

acting by a director and its secretary/

two directors

Signature of Director

Signature of Secretary/Difector