

SCHEDULE A: Applications with Recommendation

13/0983

Item No: 08

Date of Committee: 10/07/2015

Appn Ref No:
13/0983

Applicant:
Persimmon Homes
Lancashire

Parish:
St Cuthberts Without

Agent:

Ward:
Dalston

Location: Land to the south west of Cumwhinton Road and to the rear of Farbrow Road, Carleton, Carlisle, CA1 3JA

Proposal: Development Of 189 Residential Units (Including 30% Affordable Provision) Consisting Of 10no. 5/4 Bed Houses; 39no. 4 Bed Houses; 118no. 3 Bed Houses; 13no. 2 Bed Houses; 9no. Apartments; And Associated Infrastructure

Date of Receipt:
20/12/2013

Statutory Expiry Date
21/03/2014

26 Week Determination
20/06/2014

REPORT

Case Officer: Angus Hutchinson

1. Recommendation

- 1.1 The recommendation is for approval subject to the completion of an appropriate Section 106 Agreement regarding the provision of affordable housing, the management/maintenance of open space, the payment of £53,071 towards off-site sports pitches, and pending the awaited Counsel's opinion for the County Council with regard to the payment of a travel plan monitoring fee.

2. Main Issues

- 2.1 Whether and to what extent residential development in this location accords with the policies of the Development Plan (Policies DP1 and H1 of the CDLP 2001-2016).
- 2.2 The extent to which the application and the relevant development plan policies accord with the Framework/NPPF.
- 2.3 The acceptability of the application with regard to the proposed layout, scale, appearance, access and landscaping.
- 2.4 Whether the proposal safeguards the living conditions of neighbouring

- residents.
- 2.5 Whether the proposal would be detrimental to highway safety/capacity.
- 2.6 Whether the proposed means of foul and surface water drainage are acceptable.
- 2.7 Ecological/biodiversity matters.
- 2.8 Air quality.
- 2.9 Whether the proposal complies with Policy H5 of the CDLP 2001-2016 with regard to the provision of affordable housing.
- 2.10 The likely benefits.

3. Application Details

The Site

- 3.1 This application relates to 5.79 hectares of agricultural grassland to the south-east of existing dwellings at Farbrow Road, High Green Croft, Forest Hill, 37/39 Mallyclose Drive, and 154 Cumwhinton Road. The northern boundary fronts Cumwhinton Road; the eastern boundary fronts Sewells Lonning; and the southern boundary abuts a field which fronts onto London Road/Carleton Road. To varying degrees the boundaries are delineated by hedging whilst the western boundary also includes stock proof fencing. There are existing field gates off Mallyclose Drive and Cumwhinton Road as well as a gate connecting the adjoining field to the west. The site slopes down from the west to the east leading down to Sewells Lonning. The site is also characterised by isolated mature hedge trees and the remnants of a hedge which runs from Sewells Lonning on a west/east axis.
- 3.2 Sewell's Lonning, because of its restricted width, is subject to one way traffic along the majority of its length. According to the flood risk mapping provided by the Environment Agency, the application site falls entirely within Flood Zone 1, however, the Sewell's Lonning and Cumwhinton Road junction, as well as land within its immediate vicinity, is known to experience problems associated with surface water ponding during periods of heavy rainfall. The available records indicate some flooding at the former North Cumbria Technical College (Edgehill Road) approximately 900 metres north of this application site which may be linked to surcharging of a culverted section of Durranhill Beck.
- 3.3 To the east of Sewell's Lonning there are open fields and the linear settlement of Carleton which falls within the County Council's Landscape Character Type 5b: Low Farmland. Carleton includes local facilities such as the Bluerare restaurant and the Dhaka Tandoori Restaurant.

The Proposal

- 3.4 This application, as amended, seeks full planning permission for the erection of a total of 189 residential units consisting of 10 four/five bed houses; 39 four bed houses; 118 three bed dwellings; 13 two bed houses; and 9 apartments of which 6 are single bed and 3 are two bed. Of the 3 bed

dwellings, 19 are dormer bungalows.

- 3.5 The amended plans, amongst other things, show vehicular access from Cumwhinton Road and Sewells Lonning; the existing hedge along the site's frontage with Sewell's Lonning to be removed; Sewells Lonning widened to accommodate two way traffic along the frontage of the proposed development but then revert to one way traffic with regard to the field outside of the applicant's ownership; and a pedestrian link provided onto Mallyclose Drive. The proposed open space is primarily in the form of a centralised "square" 0.35 ha in extent; public boundaries delineated by brick walling; the walls of the units (including the proposed apartments) along Sewell's Lonning to be externally finished in stone and/or ivory coloured render with stone window surrounds; within the estate "landmark" units are to have rendered walls with stone window surrounds and the remaining units to have contrasting brickwork. The proposed bungalows are intermittently spread along the western boundary with the existing development at Farbrow Road, High Green Croft, and Forest Hill. The proposed apartment block is located at the junction of Cumwhinton Road with Sewells Lonning, to the immediate north of a proposed below ground foul drainage pumping station.
- 3.6 A letter from the agent dated the 6th February 2015 has confirmed that 12 of the chalet bungalows and ten of the Hanbury (3 bed) house type are to be rented by a Registered Provider; and 13 Alnwick house types, 8 Souter house types, the 9 apartments, and 4 Hanbury house types are to be affordable by means of discounted sale. In effect, 56 units are to be affordable representing 30% of the total proposed. The intention would be for a management company to be established to deal with the areas of public open space.
- 3.7 The proposal is accompanied by a Design and Access Statement (August 2014); a Flood Risk & Drainage Assessment (February 2015), an Air Quality Assessment (April 2014); an Archaeological Desk-Based Assessment and Geophysical Survey (March 2014); a Supporting Planning Statement (December 2013); a Phase 1: Desk Top Study Report (dated 29/10/13); an Ecological Assessment (dated 19 January 2012); an Interim Residential Travel Plan (December 2012); a Tree Survey (dated 15 February 2011); a Transport Assessment (December 2012); a Cumulative Traffic Impacts report (dated 16/04/2015) prepared by WYG; and a Housing Needs Statement. A copy of a draft Section 106 Agreement has been attached to this report.
- 3.8 The City Council has also commissioned an independent Technical Review by IPRT Transport Planning of the key highway capacity issues associated with the proposed development.

4. Summary of Representations

- 4.1 This application was originally advertised in the form of press and site notices, and the direct notification of the occupiers of 80 properties. The proposal, as revised, has been re-advertised by the direct notification of the occupiers of the neighbouring properties. The applicant and Case Officer

have also attended a public meeting at Harraby Community Centre on the 12th March. At the time of preparing the report, the Council has received 48 formal objections; a petition of objection with 92 signatures; 2 e-mails commenting on the proposal; and an e-mail in support.

- 4.2 The objections/comments, which includes correspondence from the Carleton Farm Development Action Group, are made on the following grounds.

Housing Supply and Viability

1. It is understood that there is no direct need for this proposed residential development given that the 5 year supply target has been met.
2. According to the CDLP 2001-2016 there is land at the former Garlands Hospital that remains surplus to requirements.
3. There has been no notification of an influx of businesses and/or existing businesses expanding generating a need for this estate.
4. The estate agents are allegedly awash with houses they cannot sell.
5. There are many inner city brownfield sites.

Location and Relationship

1. The application site is not listed for development under Policy H16 of the CDLP 2001-2016.
2. Housing development on this site would lead to the loss of identity of Carleton Village. The village identity would be lost as the two areas merge divided only by Sewell's Lanning.
3. This proposal, if approved. could act as a catalyst for further housing development proposals in the remaining greenfield sites.

Living Conditions

1. The proposal will lead to a significant loss of residential amenity to surrounding properties contrary to Policy H9.
2. All new dwellings facing bungalows on the existing estate need to be bungalows to avoid losses in light and safeguard privacy - the erection of two storey plus houses would overlook the bungalows on Farbrow Road, Highgreen Croft, Mallyclose Drive, Forest Hill and Cumwhinton Road/impact of tall dormer bungalows.
3. The development has a path access to the estate next to it by way of Mallyclose Drive - it will not take long for the residents of the proposed estate to realise that it will be cheaper to get taxis to Mallyclose Drive and use the access into their estate. The top end of Mallyclose Drive is mainly occupied by older residents who would not appreciate or deserve

to be awoken by taxis in the early hours of the morning.

4. May lead to an increase in anti-social behaviour.
5. Detrimental to living conditions during build period.
6. Alleged that the value of property will drop.

Design and Appearance

1. The proposal conflicts with Policies H1, CP5, CP6 and LE1 of the CDLP 2001-2016
2. The proposal is unrelated to the landscape of the area and intrudes into open countryside.
3. The proposal does not conform to the scale, density, form and character of the existing settlement.
4. The layout of the site does not relate to the existing property in the adjacent Farbrow Road, Mallyclose Drive or Carleton village.
5. Leads to the loss of amenity open space.
6. Need to be bungalows along the "top" to blend in.
7. Proposal has increased from 176 properties contrary to the Council's own quotas on dwellings per hectare - plans show 33 houses per hectare but the guidelines suggest 30 per hectare.
8. The approach to the City would be a large, cramped, two storey housing estate.
9. The proposed development should give consideration to different groups in the community (such as families, older people, people with disabilities).
10. The individuality of this area will be lost, and it is feared will turn it into just another generic city with no real identity and houses you can see in every town.

Ecology and Nature Conservation

1. The proposed development will result in the loss of a significant length of Grade 2 and 3 hedgerow along Sewell's Lonning. This hedgerow provides a valuable breeding habitat for nesting birds and a flightline for bats. The design proposes no mitigation measures to compensate for the loss of this hedgerow. In accordance with Policy CP3, proposals for new development should provide for the protection and integration of existing trees and hedges.

Archaeology

1. The A6 London Road is a Roman road and is in close proximity to the proposed development. It is believed that a programme of archaeological investigation should be carried out to establish the extent of any archaeological remains underlying the site in accordance with Policy LE10.

Facilities

1. The design makes no provision for children's play and recreation areas - Policy LC4 states that new housing developments of 40 or more dwellings will be required to include outdoor playgrounds and informal play space. Furthermore developments of 5 hectares or over, should provide 0.1 hectares of sports ground development per hectare.
2. Alleged that schools in the area are already full.
3. This development is distant from public transport, schools and shops.

Flooding and Drainage

1. The area of the proposed development is known to develop localised flooding at the junction of Cumwhinton Road and Sewell's Lanning. The current design does not incorporate a SUDs in the design contrary to Policy CP10.
2. Concerns that existing flooding issues will be passed onto Parklands Village, Edgehill Road, Pennine Way or Durranhill Estate as the surface water drainage is all currently via this route until it reaches Durranhill Beck and eventually the River Eden.
3. The foul sewerage is proposed to be pumped off site yet the foul sewerage systems in the area are allegedly at capacity

Pollution

1. The proposal will lead to additional traffic within the area and inevitably lead to a deterioration in air quality and an increase in noise levels. There has been no assessment of the anticipated changes to air quality and noise for nearby residents based on the forecasted traffic flows, and whether the air and noise levels are likely to exceed accepted levels/be contrary to Policy CP13.
2. An assessment of proposed street lighting for the scheme should also be undertaken, to establish the extent of light pollution for nearby properties. There has been no provision of lighting design with the current application.

Transport and Accessibility

1. Do not consider the Transport Assessment's methodology to be robust

given the traffic counts were undertaken over a two hour period on one day - would wish to see traffic counts undertaken over an 18 hour period to provide a more representative assessment of traffic movements in the area. The traffic flows would be required for any noise and air quality assessment.

2. The mini roundabout located at the junction of Cumwhinton Road and the Garlands Road is known to be a location of regular vehicle collisions. Unclear whether the current layout of the mini-roundabout could sustain the increased vehicle movements.
3. It is considered that the proposed access provision along Sewell's Lonning is inadequate and two-way access (with a footpath) is essential from London Road.
4. The current access from Sewell's Lonning on to the A6 has a very poor line of sight.
5. The proposal will lead to Farbrow Road, Mallyclose Drive, Gooselands Head, Highgreen Croft etc being used as a rat run - even now HGVs and large service vehicles have to mount the kerbs and drive on the grass verges causing damage etc.
6. Construction traffic will have to get on to Cumwhinton Road to access the site either by Beeches Lonning or via the junction of Cumwhinton Road on to London Road.
7. Why is there no study proposed for the junction of Beeches Lonning onto the A6 and Cumwhinton Road - Beeches Lonning is in the middle of a 450 acre farm with 200 cows walking up and down the lane four times a day in the summer months plus regular farm traffic.
8. Proposal will lead to a significant increase in traffic on Cumwhinton Road which already has a lot of traffic to and from the Garlands developments and up to Cumwhinton.
9. Increased traffic will make Sewell's Lonning unsafe.

Affordable Housing

1. Few social houses within this application.

Cumulative Effects

1. Request that cumulative effects of the development be considered if the adjacent parcel of land is to be allocated for residential development in the emerging Local Plan 2015-2030.

Environmental Impact Assessment

1. We request that the proposed development is screened to determine

whether it is considered to be EIA development in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

Statement of Community Involvement

1. We believe that a Statement of Community Involvement should have been submitted with the planning application. It is understood that this is not a mandatory requirement and considered best practice, however consultation with the local community is essential given the potential impacts of this proposed development upon local residents.

Accuracy

1. The submitted Design and Access Statement relates to locations such as Morton, Dalston Road, the A595, and has a photo of Dalston Hall.

4.3 The e-mail in support is on the basis that it would be a great development of the area.

5. Summary of Consultation Responses

Natural England - relating to protected species, biodiversity & landscape: - the proposal is unlikely to affect any statutory protected sites or landscapes.

You should apply our Standing Advice to this application as it is a material consideration in the determination of applications.

The proposed development is within an area that Natural England considers could benefit from enhanced green infrastructure provision.

The authority should consider securing measures to enhance the biodiversity of the site from the applicant.

This application may provide opportunities to enhance the character and local distinctiveness of the surrounding natural and built environment; use natural resources more sustainably; and bring benefits to the local community, for example through green space provision.

Cumbria County Council (Spatial Planning): - no objection is raised from a strategic planning perspective subject to the following matters being resolved to the satisfaction of Cumbria County Council.

- The applicant provides for the upgrade of the full length of Sewell's Lanning and the creation of links to that land to the south, to ensure that the proposed development may not prejudice the proper planning of this location.
- A condition survey of the culvert from the proposed connection site to the culvert outfall at NGR: NY4296353949 is required. The survey should identify the location of the culvert. There is also a requirement

- for an assessment and adequate drainage to be provided for this length of carriage way between U1164 and its junction with the C1040.
- The applicant must consider the mix of dwellings on site to ensure the provision of increased homes with straight staircases and room for level entry shower facilities adjacent to ground floor toilet facilities.
 - The developer should also consider opportunities to deliver a proportion of bungalows on the site.
 - The design of the development should seek to better link the urban and rural, reflecting the guidance in the Cumbria Landscape Character Guidance & Toolkit.
 - The existing hedgerows should be retained and enhanced, with new planting integrated within the site.
 - No information has been supplied with the application as to the significance of any heritage assets that may survive within the site nor how any such remains would be impacted upon by the development. Information must be provided on the presence/absence of any heritage assets located at the site and how their significance will be affected by the development proposals.

Cumbria County Council - (Econ. Dir. Highways & Transportation): - following the additional information received and the amended layout plans, it is considered that the Transport Assessment is acceptable. The access junctions will operate well within capacity and the additional traffic at the junctions will not have a severe impact on these junctions.

It is clear that there will be an impact on Beeches Lonning, but that impact will not be severe. The Transport Assessment's distribution figures shows that only people wishing to access the site from the M6 will need to either access from Cumwhinton Road west or east i.e. either from London Road into Cumwhinton Road, or London Road to Beeches Lonning then to the site. They could also come via the M6 junction 42 to Cumwhinton; Cumwhinton Road; and then to the site. The latter would be the most attractive route. It is believed that Beeches Lonning, which is a narrow lane with limited forward visibility, would naturally discourage heavy usage.

The additional information and amended plans now makes this application acceptable. On carriage way cycle lanes on London Road should be extended to Swell's Lonning. The fact that the entire length of Swell's Lonning cannot be upgraded is regrettable, however, it is accepted that the improvements proposed will be safe and should not cause more conflicts than is the case currently. The additional traffic on Swell's Lonning (heading south) will, however, necessitate that the works to this road should be done very early in the development.

The works to the footpaths, crossing points and Swell's Lonning should be completed prior to the occupation of the 30th dwelling.

We cannot recommend refusal of planning permission regarding the surface water drainage of the proposed upgrade of Swell's Lonning.

The Highway Authority has no objection to the application but would

recommend the imposition of relevant conditions, and the applicant entering into a Section 106 Agreement to cover the monitoring fee of the Travel Plan for this development to the amount of £7980 (£1330 x 6 years).

St Cuthberts Without PC: - objects to the proposal on the following basis:

- 1) an Environmental Assessment was not provided;
- 2) the traffic survey appears to be limited and not representative;
- 3) two way operation of Sewells Lonning is essential because of existing problems along this Lane and that adjacent to The Beeches, and (if not done) will lead to increases in traffic along Cumwhinton Road;
- 4) the density of the development is at a rate higher than that recommended nationally;
- 5) the indicated house styles and character of the development are out of context with the area;
- 6) there is limited provision for bungalows;
- 7) the proposed car parking provision is considered to be inadequate;
- 8) insufficient green areas evident;
- 9) concerns about the adequacy of the proposed foul and surface water drainage;
- 10) the lack of any form of public consultation undertaken with the local community;
- 11) the removal of 250 metres of hedgerow;
- 12) what are developers prepared to provide to the existing area by way of development benefit under S.106?

Cumbria County Council - Lead Local Flood Authority (LLFA): - the most recent Flood Risk Assessment generally addresses the flood risk concerns in terms of providing adequate storage for events up to the 1 in 100 year event plus 30% for climate change for the development itself, however, the LLFA has a concern at the calculation of the discharge rate for Swell's Lonning. The LLFA consider further information is required including the drainage survey of the existing highway drainage, calculations of the discharge rate from Swell's Lonning, and a condition survey of the culvert/pipe from the proposed connection site to the existing culvert. The LLFA has recommended the imposition of relevant conditions including the surveying of the existing culvert/pipe with the intention that if there is any fault detected, the owner of the pipe will be asked to undertake repairs.

The LLFA has subsequently confirmed, following liaison with the Environment Agency, in e-mails sent on the 4th June that they are agreeable for the application to progress subject to the imposition of a condition as worded in suggested condition 29 of this report.

Cumbria County Council - (Archaeological Services): - recommend an archaeological evaluation and, where necessary, a scheme of archaeological recording of the site be undertaken in advance of development. It is advised that this work should be commissioned and undertaken at the expense of the developer and can be secured through the inclusion of two conditions.

Cumbria Constabulary - North Area Community Safety Unit (formerly Crime

Prevention): - encouraged to note the frequency of 'dual aspect' dwellings placed at junctions, thereby enhancing natural surveillance opportunities. All routes positioned to the front of dwellings and therefore easily in view. No issues with the central POS, easily overlooked - yet sufficient stand-off distances to mitigate noise nuisance. The pedestrian access point at Mallyclose Drive is well overlooked (provided the landscape strip is not allowed to become overgrown).

However, the layout is let down by the arrangement of dwellings along Sewell's Lonning as the rear gardens are not interlocked with their neighbours. In addition to the designated access point via Sewell's Lonning, there are 8 separate vehicle access points into various rear parking courts, which cannot be easily supervised (and permitting unrestricted access to numerous rear gardens).

Another consequence is the lack of obvious ownership of these garages, an issue repeated at Units 134 & 135.

The applicant has not made specific reference to crime prevention in the amended DAS or explicitly demonstrated how the design complies with Policy CP17.

Local Environment - Environmental Protection (former Comm Env Services-Env Quality): - the latest thinking and planning practice guidance aims to encourage people to take up sustainable transport options. This includes the use of car charging points in garages and driveways of new developments where possible and provision of a communal EV "rapid charge" point for groups of 10 dwellings if this is not possible.

NPPF clearly promotes the above as follows:

Paragraph 35

Plans should protect and exploit opportunities for the use of sustainable transport modes for the movement of goods or people. Therefore, developments should be located and designed where practical to incorporate facilities for charging plug-in and other ultra-low emission vehicles.

Paragraph 39

If setting local parking standards for residential and non-residential development, local planning authorities should take into account of an overall need to reduce the use of high-emission vehicles.

It is considered that this mitigation measure should be included for all new residential developments that are likely to have a negative impact on air quality. In this case the Air Quality Impact Assessment document clearly shows that the development will have a negative impact on nearby residential receptors.

Environment Agency: - we have reviewed the submitted Flood Risk Assessment (FRA) produced by WYG. We acknowledge that a drainage assessment and an outline design has been produced for the site, and that discharge rates from the proposed development are to be restricted to green

field rates in line with our recommendations.

We are satisfied that flood risk can be addressed on site but remain concerned that even at a restricted discharge rate of 75 l/s that flood risk could be passed on to other locations.

As a result we are minded to maintain our objection in relation to concerns about flood risk off site.

Further works are required to investigate the impact of longer duration rainfall events on the drainage proposals, particularly with regards to the potential for flooding on adjacent land and the receiving watercourse during the 1 in 100 year 6 hour duration storm event.

Clarity should also be provided on the role of the pond at the top end of the Garlands site.

United Utilities: - no objection providing specific conditions are included regarding the prior approval of the means of foul and surface water disposal.

Cumbria County Council (Education Department): - it is anticipated that the proposed development would yield 45 primary children and 32 secondary children. The catchment schools are Cumwhinton Primary (1.9miles) and Richard Rose Central Academy (2.6miles away). Cumwhinton Primary is currently full and projected to be full for the foreseeable future. However, there are a number of schools within a 2 mile walking distance, the closest school with capacity and within 2 miles is Pennine Way School (1.2 miles away). Even when taking into account other developments in the pipeline (01/2010/0792 – 10 primary aged children, 01/2012/0793 – 48 primary aged children and 01/2013/0655 – 13 primary aged children), it is considered there is sufficient capacity at this school to meet the effects of the proposed development. Therefore on this basis Cumbria County Council will not seek a contribution for primary education.

Present information suggests that there would be sufficient secondary school places to meet the effects of this development. As such, no contribution is required for the provision of secondary school places.

(Former Environmental Services) - Green Spaces: - this development would appear to fall under Local Plan Policy LC4 which requires developments covering 5ha or more to make specific contributions in regard of childrens' play; informal space for recreation and; sports pitch provision.

Sports pitch provision may be made as an off-site contribution and the City Council operates a number of sports pitches within the vicinity of the development. The value of the contribution is based on the number of housing units on the development and our standard formula for calculation (attached). The total contribution for sport is £53,071 made up of £34,020 (provision) and £19,051 (maintenance).

It is understood that the developer will retain maintenance of the on-site

public open space to be carried out by a management company and therefore we have not included anything in our calculations for this function.

Housing Strategy: - the scheme is well located, in a popular location for both market and affordable housing, and accessible to employment, shops and services, benefitting from good public transport links. The affordable homes are generally a good mix, ranging from 2-bed apartments to 3-bed 6-person family properties, for both affordable rent and low cost home ownership.

The application would deliver the Council's 30% affordable housing target (56 units), with 22 (approximately 40%) of the affordable units being for affordable rent, for which there is a strong identified housing need in the Strategic Housing Market Assessment (SHMA) updated in September 2014. These 56 new affordable homes would make a contribution towards the need for 295 affordable homes p.a. identified in the SHMA.

Riverside have advised that they have made an offer for the 22 affordable rental properties; although this has yet to be confirmed by the applicant, and that these units meet Riverside's space standards. Riverside have said that their immediate concern would be to eliminate any un-adopted roads to avoid any requirement for a service charge on their tenants, and they would like to be party to the Section 106 Agreement.

Subject to the affordable rental element of the development being agreed between the applicant and Riverside the scheme would be acceptable to Housing.

Local Environment - Waste Services: - the layout is acceptable for our refuse crews, provided the width of each road is at least 2 metres. The developer would need to directly provide refuse bins.

6. Officer's Report

Assessment

- 6.1 Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires that proposals be determined in accordance with the development plan, unless material considerations indicate otherwise. In this case the development plan comprises the saved policies of the Carlisle District Local Plan 2001-2016 (CDLP 2001-2016) of which DP1, CP2, CP3, CP5, CP7, CP9, CP10, CP11, CP12, CP15, CP16, CP17, T1, LE1, H1, H3, H5, LC2, LC3, LC4, LE26, T1 and IM1 are of particular relevance.
- 6.2 At a national level, material considerations include the National Planning Policy Framework, March 2012 (the Framework/NPPF), Planning Practice Guidance (April 2014), the Natural Environment and Rural Communities Act (2006), Wildlife & Countryside Act, and the Community Infrastructure Regulations 2010.
- 6.3 The City Council should also consider securing measures to enhance the biodiversity of sites from developers in accordance with paragraph 118 of the

NPPF, and Section 40 of the Natural Environment and Rural Communities Act (2006). Local planning authorities must also have regard to the requirements of the EC Habitats Directive (92/43/EEC) when determining a planning application as prescribed by regulation 3 (4) of the Conservation (Natural Habitats etc) Regulations 1994 (as amended), and Article 16 of the Habitats Directive before planning permission is granted.

6.4 Under regulation 122(2) of the Community Infrastructure Regulations 2010:

“A planning obligation may only constitute a reason for granting planning permission for the development if the obligation is –

- a) necessary to make the development acceptable in planning terms;*
- a) directly related to the development; and*
- a) fairly and reasonably in scale and kind to the development.”*

6.5 In this context, and based on the information submitted, it is considered necessary to firstly, assess whether and to what extent residential development in this location accords with the policies of the Development Plan (Policies DP1 and H1 of the CDLP 2001-2016); and then consider the extent to which the application and the relevant development plan policies accord with the Framework/NPPF. Following this, an assessment should be undertaken looking at the consequences of the proposal in terms of:

- the acceptability of the application with regard to the proposed layout, scale, appearance, access and landscaping;
- whether the proposal safeguards the living conditions of neighbouring residents;
- whether the proposal would be detrimental to highway safety/capacity;
- whether the proposed means of foul and surface water drainage are acceptable;
- ecological/biodiversity matters;
- air quality;
- whether the proposal complies with Policy H5 of the CDLP 2001-2016 with regard to the provision of affordable housing; and
- the likely benefits.

Whether and to what extent residential development in this location accords with the policies DP1 and H1 of the Development Plan

6.6 The Transport Assessment accompanying this application states that Petterill Bank School is within 20 minutes on foot of the site; Creighton Rugby Club and a cricket ground are within 10 minutes; the Carleton Clinic within a 17 minute walk; the London Road Co-op store within a 13 minute walk; Harraby Community Centre within a 22 minute walk; and the Petterill Bank Road post office within a 17 minute walk.

6.7 Policy DP1 of the CDLP 2001-2016 requires all proposals for development to be assessed against their ability to promote sustainable development. Proposals will be considered favourably within the locations identified by the policy, provided they are in scale with the location and consistent with other

policies of the Local Plan. The locations identified are prioritised as the City of Carlisle, the Key Service Centres of Brampton and Longtown, and the 20 Local Service Centres.

- 6.8 Under Policy H1 of the CDLP 2001-2016 Carleton is identified as a settlement for small scale infilling (defined as *“development between an otherwise continuous frontage”*), and subject to the satisfaction of a number of criteria.
- 6.9 In this respect, the proposed development (because of its relationship to Carlisle) accords locationally with Policies DP1 and H1, although it is outwith the settlement boundary as identified on the Proposals Map.
- 6.10 In relation to the emerging Local Plan, the City Council has prepared the “Carlisle District Local Plan 2015 – 2030 Proposed Submission Draft - February 2015” (CDLP 2015-2030) for consultation which commenced on the 4th March 2015. The consultation period on the CDLP 2015-2030 closed on the 20th April, beyond which the Council intends to submit the Plan for independent examination in June 2015. The City Council resolved at their meeting of the 10th February 2015, with regards to the CDLP 2015-2030, that *“once published for consultation, weight be given to the Carlisle District Local Plan (2015 – 2030) as a material consideration when exercising Development Management policy decisions, in accordance with paragraph 216 of the National Planning Policy Framework”*. In exercising a decision on the proposal regard has therefore been had to the relevant policies and proposals within the emerging CDLP 2015-2030.
- 6.11 The policy of the CDLP 2015-2030 of particular relevance is HO1 under which the application site is part of an allocated site "U5". The allocation is made in the context that Policy HO1 seeks to deliver an average annual housing target of at least 565 houses per year with the proviso that developers demonstrate they have provided a mix of dwelling types, sizes, and tenures which help to meet identified local housing need and contributes to the development of mixed and sustainable communities.
- 6.12 Paragraph 216 of the Framework states that:
- “From the day of publication, decision- takers may also give weight to relevant policies in emerging plans according to:*
- The stage of preparation of the emerging plan (the more advanced the preparation, the greater the weight that may be given);*
 - The extent to which there are unresolved objections to relevant policies (the less significant the unresolved objections, the greater the weight may be given); and*
 - The degree of consistency of the relevant policies in the emerging plan to the policies in this Framework (the closer the policies in the emerging plan to the policies in the Framework, the greater the weight that may be given).”*
- 6.13 Generally, given the current stage of preparation and that representations

submitted in response to the consultation are yet to be analysed, it is recognised that the weight capable of being attached to the CDLP 2015-2030 is, at the current time, limited. Nevertheless, Members can consider it sufficient that the proposal accords locationally with Policies DP1 and H1 of the CDLP 2001-2016.

To what extent the application and the relevant development plan policies accord with the Framework/NPPF

- 6.14 Paragraph 215 of the NPPF highlights that due weight should be given to policies in such existing development plans according to their degree of consistency with the Framework.
- 6.15 Paragraph 6 confirms that the policies set out in paragraphs 8 to 219 of the Framework, taken as a whole, constitute the meaning of sustainable development. Paragraphs 7 and 8 identify three dimensions (and consequent roles for the planning system) regarding sustainable development, namely: economic, social and environmental. These roles should not be taken in isolation, because they are mutually dependent.
- 6.16 The NPPF does not change the statutory status of the development plan as the starting point for decision making. Proposed development that accords with an up-to-date Local Plan should be approved, and proposed development that conflicts should be refused unless other material considerations indicate otherwise (para. 12).
- 6.17 Paragraph 14 of the NPPF highlights the presumption in favour of sustainable development which is referred to as “a golden thread”. For decision-taking this means:

“approving development proposals that accord with the development plan without delay; and

where the development plan is absent, silent or relevant policies are out-of-date, granting permission unless:

—any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in this Framework taken as a whole; or

—specific policies in this Framework indicate development should be restricted.”

- 6.18 Paragraph 17 of the NPPF identifies 12 core planning principles including taking account of the different roles and character of different areas; supporting the transition to a low carbon future; contribute to conserving and enhancing the natural environment and reduce pollution; and the conservation of heritage assets.
- 6.19 Members will appreciate that the former Regional Planning Guidance and Structure Plan are now no longer of direct relevance. Paragraph 5.1 of the reasoned justification for Policy H1 of the CDLP 2001-2016 reads as follows:

"This policy is restrictive in dealing with housing in rural areas in order to comply with targets set out in RPG and the Structure Plan....This policy therefore provides a strategy focussed on Carlisle's urban area with limited rural housing in order to help sustain those settlements with some service provision. Where additional housing is identified through needs surveys this will be focussed on the above settlements unless other specific locations can be justified."

- 6.20 In this context Policy H1, as a whole, can be viewed as not being consistent with the NPPF because it seeks to restrict development to regional targets rather than meeting the full objectively assessed need for housing. This aside, the Court of Appeal has recently held (the case of Cherkley in May 2014) that the requirements of a local plan policy cannot be added to by the wording of its supporting text. It is therefore considered that the present planning application does not have to comply with the additional requirements of the paragraphs accompanying Policy H1.
- 6.21 The proposal in this location is considered to be consistent with the up-to-date spatial strategy of the development plan, and the policies within the CDLP 2001-2016 can still be attributed weight according to their conformity with the NPPF. This is also in the general context that this site has been allocated under Policy HO1 of the "Carlisle District Local Plan 2015 – 2030 Proposed Submission Draft - February 2015" in order to contribute to achieving the average annual District housing target of at least 565 houses per year.
- 6.22 The report now considers the specific consequences of the proposal in terms of: whether the proposal is well related to the scale, form, and character of the area; whether the proposal safeguards the living conditions of neighbouring residents (inclusive of noise); whether the proposal would be detrimental to highway safety; the adequacy of the proposed means of foul and surface water drainage; ecological/biodiversity matters; air quality; whether the proposal complies with Policy H5 of the CDLP 2001-2016 with regard to the provision of affordable housing; and the likely benefits.

The acceptability of the application with regard to the proposed layout, scale, appearance, access and landscaping

- 6.23 Carleton lies on the periphery to the existing southern built form of Carlisle at the transition into countryside. The proposal involves the development of a key edge of settlement site, at the transition between urban development and countryside, and between Carlisle and Carleton. The proposal will be perceived as a significant new element of the City and notable extension into open fields.
- 6.24 When assessing the submitted details, and in the context of the comments from interested parties and the site's allocation under Policy HO1, the main issues are considered to revolve around:
- whether the scheme integrates into its surroundings by reinforcing

- existing connections and creating new ones;
 - whether the proposal has a mix of dwelling types and tenures that suit local requirements;
 - does the scheme create a distinctive character which takes advantage of existing features;
 - does it create well defined streets and spaces;
 - is the scheme designed to make it easy to find your way around;
 - are streets designed to encourage low vehicle speeds;
 - is resident and visitor parking sufficient and well integrated;
 - are public and private spaces clearly defined, attractive and safe;
 - is there adequate external storage space for bins and recycling as well as cycles; and
 - is there adequate and effective open space.
- 6.25 When considering connectivity between the proposed units and the neighbouring development the submitted plans show 2 metre wide footpaths along the site's frontages with Cumwhinton Drive and Sewells Lonning. This is in the backdrop that the nearest bus stops are on Cumwhinton Road approximately 330 metres from the centre of the site; and that there are two further bus stops located on London Road, approximately 400 metres from the centre of the site ("Interim Residential Travel Plan", December 2012).
- 6.26 In relation to the mix of dwelling types and tenures it is evident that the City Council's Housing Section has not raised any objections.
- 6.27 When considering the character of the area, there is a readily apparent contrast between the nature and form of development at Carleton and existing residential properties at Mallyclose Drive, Farbrow Road, High Green Croft, Forest Hill, and Cumwhinton Road. The developer has therefore adopted the approach of picking up details associated with Carleton in terms of the boundary treatment, external materials and variety of dwelling types for those units fronting Sewells Lonning. The proposed apartments at the junction of Sewells Lonning and Cumwhinton Road being a typically traditional feature (in terms of massing and form) at such a corner site. Throughout the remainder of the estate, the developer has sought (through landscaping, the layout and form of the development, and the design of certain dwellings as "landmarks") to create a relatively distinctive character with well defined streets and spaces, which would be easy to navigate, have two vehicular access points, not encourage inappropriate vehicle speeds, and integrates resident and visitor parking. From a visual point of view the applicant has proposed a series of dormer bungalows along the western boundary but then interspersed these with two storey houses to provide a variety of roof heights that also utilise the topography of the site.
- 6.28 The applicant has revised the scheme to take account of the majority of the comments received from Cumbria Constabulary such that public and private spaces are now considered to be well defined.
- 6.29 The layout of the proposed dwellings are such that each unit has space to

accommodate refuse/recycling bins with gated access from the "rear" gardens to the road frontage.

- 6.30 Policy LC4 of the Carlisle District Local Plan 2001-16 stipulates, amongst other things, the provision of 270 square metres of informal playspace; 150 square metres of outdoor playgrounds per hectare; and 0.1 hectares of sports ground per hectare. Members will also appreciate that a distinction needs to be drawn between open space that is primarily serving to enhance the visual appearance of a development as opposed to what can be considered effective play/recreational space. In this case the gross area of the site is 5.79 hectares which generates an equivalent of 0.16 hectares for informal playspace; 0.086 of outdoor playground; and 0.1 hectare of sports ground i.e. a total of 0.345 hectares. The submitted plans show a centralised area of 0.35 hectares.
- 6.31 The loss of hedging is specifically discussed later in this report.

Whether the proposal safeguards the living conditions of neighbouring residents

- 6.32 In relation to this matter the main issues revolve around whether the proposed development would be oppressive; cause overshadowing/losses in light (daylight/visible sky and sunlight); be detrimental to privacy; and/or lead to undue noise and disturbance to the occupiers of any neighbouring property.
- 6.33 When considering whether the proposed units, as currently submitted, will cause an oppressive feature, the separation distance between the gable end of the proposed dormer bungalow on plot 107 and that of 38 Mallyclose Drive is 19 metres; the equivalent distances between the gable end of the proposed dwelling on plot 86 and the facing walls of 12 High Green Croft is 21.5 metres; the gable end of the dormer bungalow on plot 81 and 18 High Green Croft is 18 metres; the gable end of the houses on plots 80 and 71 with 20 High Green Croft are respectively 18 metres and 30 metres albeit that it is at an angle; and the gable end to gable end distance between plot 71 and 154 Cumwhinton Road is 13.5 metres although 154 is at a higher level than the application site. The remaining separation distances between the directly facing walls of the proposed and existing dwellings range between 32 metres to 38.5 metres. The proposed dormer bungalows having an eaves height of 2.4 metres and a ridge height of 7.1 metres compared to the Alnwick house type with an eaves height of 5 metres and 7.8 metres.
- 6.34 In comparison to the existing situation, the proposal will lead to a loss in daylight/visible sky when viewed from any of the windows serving the existing dwellings which face the application site. However, because of the distances apart, the topography of the site, the respective alignments and the massing/height of the proposed dwellings, it is considered that daylight/visible sky is unlikely to be significantly affected and therefore not merit the refusal of permission on this ground.
- 6.35 In relation to direct sunlight, and based on the existing south-north axis upon which the existing dwellings are located, it is likely that the proposal will lead

to a loss of sun when it is setting. On this basis it is considered that the proposal will not lead to significant losses in light or cause overshadowing that merit the proposal being considered unacceptable.

- 6.36 On the matter of privacy relevant conditions can be imposed withdrawing permitted development rights.
- 6.37 In relation to the matter of noise and disturbance, the main concern raised by existing residents relates to the proposed pedestrian link to Mallyclose Drive. In the light of comments made, and that access can be achieved to bus stops on Cumwhinton Road and London Road, the applicant has revised the plans such that a link is no longer proposed.

Whether the proposal would be detrimental to highway safety/capacity

- 6.38 When considering this matter, paragraph 32 of the NPPF explains, amongst other things, that development should only be prevented or refused on transport grounds where the residual cumulative impacts of development are severe.
- 6.39 The Highway Authority consider it to be regrettable that the entire length of Sewells Lonning cannot be upgraded as part of this application. However, the Highways Authority consider that the proposed improvements will not exacerbate the existing situation (which is currently a one way system) in terms of safety but on the proviso that the works to Sewells Lonning are undertaken very early in the development i.e. during phase 1.
- 6.40 In overall terms the Highway Authority consider that the access junctions will operate well within capacity and the additional traffic will not have a severe impact on the junctions. As such, the Highway Authority consider the amended plans to be acceptable providing Sewell's Lonning is lit; street lighting is provided on Cumwhinton Road to include the junction with Sewells Lonning; the cycle lanes on London Road are extended to Sewells Lonning; a pedestrian refuge is installed on Cumwhinton Road between Sewells Lonning and the existing mini roundabout; and relevant conditions are imposed.
- 6.41 Following Members decision to defer consideration of the application during their Meeting on the 27th March 2015, the Council commissioned IPRT Transport Planning consultants who reported back in April. The IPRT report concludes that:
- subject to full detailed design in line with guidelines and 1-3 Road Safety Audits, the Sewells Lonning access arrangements are considered reasonable;
 - the likelihood of drivers using route "shortcuts" towards the M6, as opposed to the more attractive Cumwhinton Road/London Road is remote;
 - the existing network is operating within capacity and with significant spare capacity;
 - the highway network is adequate to support the vehicle movements for the proposed development so as not to be detrimental to highway safety of road users;

- the development does not result in residual cumulative impact that is severe and should not be refused on transport grounds as set out in paragraph 32 of the NPPF.
- 6.42 On this basis it is considered that the proposal cannot be resisted on highway grounds. Members should note that the Highways Authority, although they cannot recommend the refusal of permission on this basis, are concerned about the drainage of surface water along Sewells Lonning but this will be discussed more fully in the following section on foul and surface water drainage.

Whether the proposed means of foul and surface water drainage are acceptable

- 6.43 The "Flood Risk & Drainage Assessment" (February 2015) accompanying this application highlights, amongst other things, that:
- the section of Cumwhinton Road where it abuts the north eastern boundary is drained by a series of road gullies with additional gullies located at the junction with Sewells Lonning;
 - the County Council has not been able to provide any records of the highway drainage within the area, however, it is assumed that the highway is drained to an existing manhole located within an adjacent field which discharges into a watercourse approximately 210 metres to the north east of the application site - this watercourse discharges into an existing pond located in the northern part of Creighton Rugby Club;
 - it is recommended that further survey works are undertaken to confirm the outfall point of the exiting road gullies and highway drainage within Cumwhinton Road;
 - there are mapped records indicating some flooding at the former North Cumbria Technical College, Edgehill Road, Carlisle which may be linked to surcharging of a culverted section of Durranhill Beck;
 - any new flows should be restricted to the relevant greenfield run off rates;
 - it is essential that the development of the site does not increase the risk of flooding off site;
 - a site investigation report has identified that the underlying ground conditions consist of topsoil overlying silty sandy clays, overlying firmer stiff boulder clay - based on these conditions it is not anticipated that a soakaway/infiltration system will be feasible;
 - an agreement has been reached with the landowner of the adjacent field to the north east in order to allow the discharge of surface water into the watercourse - the proposed max discharge shall not exceed the existing greenfield discharge rate for the undeveloped site;
 - in assessing the peak discharge rate for the application site, a combination of the greenfield discharge rate and the existing 1 in 100 year run off rate from the existing highway has been adopted;
 - a detailed drainage design has been prepared to demonstrate that the volume of run off for all storm events up to and including the 1 in 100 year plus 30% allowance for climate change storm event will be contained below ground within the application site by utilising oversized

- pipework and a below ground storage tank;
 - it is proposed to discharge the surface water runoff from the undeveloped site and the improved Sewell's Lane via a new 375mm diameter outfall sewer constructed across the land to the north east of Cumwhinton Road - the new sewer is to discharge at the point where the watercourse is culverted under the sports pitches;
 - the main contractor will be required to provide a Construction Method Statement;
 - the whole application site will be drained by a gravity foul drainage system which will discharge to a new foul pumping station. From the new foul pumping station the foul sewage will be pumped via a new rising main to be located along the verge of Cumwhinton Road draining north westwards up into the Longdyke Drive foul sewer.
- 6.44 In response to updated information, United Utilities has not raised any objection but clarification has been sought on whether the foul water needs to be connected to the sewer at Longdyke Drive and/or Carleton Road. The County Council as the Lead Local Flood Authority has also confirmed their agreement for the application to proceed on the basis of the imposition of suggested condition 29.

Ecological/biodiversity matters

- 6.45 The submitted Ecological Assessment (EA) of January 2012 concludes that the site is of no more than local ecological interest as barn owl foraging habitat, with the exceptions of the hedgerow(s) along Sewells Lonning which is of Parish ecological importance. The EA goes on to explain that the development of the fields will have a negative impact upon barn owl due to the minor reduction in potential foraging habitat that will be available in the local area. The loss of hedging is also lead to an adverse ecological impact at the Parish scale due to the loss of bat foraging and commuting habitat and hedgerow quality. The hedgerow removal has potential to harm or disturb nesting birds if undertaken during the bird breeding season.
- 6.46 In a letter dated the 6th February 2015, the applicant explains that the loss of the hedgerow along Sewells Lonning and a small section along Cumwhinton Road is unavoidable to meet the requirements of the Highways Authority. Due to the impact on hedges the applicant, in an e-mail sent on the 2nd March, has confirmed that they will provide on site replacement hedgerow in excess of 365 metres lost along Sewells Lonning.
- 6.47 The key question is whether the ecological value of the site and/or particular features are sufficient to warrant their retention over the proposed provision of housing with its associated mitigation. When considering this issue it is recognised that the site does not have a designation, and Natural England has not raised any objections to the proposal. This aside, the proposal will also lead to a reduction in potential foraging for barn owls; foraging and commuting habitat for bats; and the general quality of hedgerow. The proposed replacement planting would represent mitigation only in part, but in the light of the site's allocation for housing and the constraints faced, the approach adopted by the applicant is understandable although (to varying degrees) these impacts count against the proposal.

Air quality

- 6.48 The "Air Quality Assessment" (April 2014) accompanying the application concludes that the implementation of specific Best Practice Measures will reduce any impact during construction such that any effects are considered to be negligible. Following completion of the development, the predicted change in PM10 (particle) concentrations at existing receptors is considered to be imperceptible; and at worst the change in predicted NO2 is considered to be small.
- 6.49 In response, the City Council's Environmental Health Section has not raised any objections but recommended the provision of electric car charging points. The applicant has confirmed a willingness to provide such charging points for those units which include integral garages.

Whether the proposal complies with Policy H5 of the CDLP 2001-2016 with regard to the provision of affordable housing

- 6.50 In relation to this matter, the City Council's Housing Services Section has confirmed that the proposed affordable units are generally a good mix (ranging from 2 bed apartments to 3 bed family properties); and would deliver the Council's 30% affordable housing target (56 units), with 22 being for affordable rent.

The likely benefits

- 6.51 The proposal will lead to the provision of housing in a sustainable location of a variety of type that would contribute to meeting the Council's average annual housing target of at least 565 houses per year under Policy HO1 of the "Carlisle District Local Plan 2015 – 2030 Proposed Submission Draft - February 2015". The proposal would thus boost the supply of housing and represent an improvement in the available housing stock. Furthermore, it would introduce economic benefits in terms of investment in jobs and construction in the area.

Other Matters

- 6.52 A number of other considerations have been raised by interested parties including: archaeology; the availability of facilities; the alleged need for an Environmental Statement; the lack of public engagement; and the quality of the submitted material.
- 6.53 In the case of archaeology and education, the County Council's Heritage Officer has confirmed that this can be addressed by the imposition of a suitable condition. In relation to facilities, and more particularly education provision, the County Council has confirmed that there are sufficient primary and secondary school places available such that no contributions are required from the applicant. The applicant has agreed to pay £53,071 as an off-site contribution towards sports pitches. This is in the context that in the case of the Greymoorthill application (14/0761) which is for up to 199 dwellings, the

sum agreed with the developer was £56,020.

- 6.54 When considering the need for the submission of an Environmental Statement, the proposal does not fall within the range of development types under Schedule 1 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 but falls within Schedule 2 Section 10(b) which relates to “urban development projects” exceeding 0.5 hectares. Paragraph 31 of the National Planning Policy Framework on the “Interpretation of project categories” explains that the Schedule 2.10(b) category “urban development” includes residential and other development of an urban nature; and can also apply to development in non-urban areas which has an urbanising effect on the local environment. The National Planning Practice Guidance (NPPG) advises in paragraph 58 “indicative screening thresholds” where it is more likely that EIA will be required, and also advises of key issues to consider. In relation to Urban Development Projects it advises that an EIA is unlikely to be required for the redevelopment of land unless the new development is on a significantly greater scale than the previous use, or the types of impact are of a markedly different nature or there is a high level of contamination. The indicative thresholds for sites which have not previously been intensively developed are:

- the area of the scheme is more than 5 hectares; or
- it would provide a total of more than 10,000 square metres of new commercial floor-space; or
- the development would have significant urbanising effects in a previously non-urbanised area (e.g. a new development of more than 1,000 dwellings).

It is evident that the site area exceeds 5 hectares but the proposal does not relate to a “sensitive area”, would not result in the creation of any commercial floor-space, and involves the erection of significantly less than 1000 dwellings. On this basis, it is considered that an Environmental Assessment is not required.

- 6.55 On the matter of public engagement it is apparent that this application has been publicised and this process has enabled all parties to make representations and present their views. On its own, the level of engagement by the applicant is not a determinative consideration.
- 6.56 Any allegations regarding the quality of the background material submitted by the applicant has not prevented the effective consideration of the application.
- 6.57 Members will be aware that the County Council has sought the payment of a travel plan monitoring fee but in the “Blofield” appeal case (APP/K2610/A/12/2177219) the Inspector held that it was not appropriate to pay such a fee because it was not necessary to make the development acceptable in planning terms. As such it is considered that the County Council need to demonstrate that this particular development will impose an undue burden on them such that additional resources need to be employed to monitor the travel plan. Unless they can do that, it is considered that such a monitoring fee is unjustified. At the time of preparing this report the County

Council are awaiting receipt of Counsel's opinion on the matter.

Conclusion

- 6.58 The current application site represents a logical and sustainable extension of Carlisle, and this is reflected in its allocation for residential development under Policy HO1 of the "Carlisle District Local Plan 2015 – 2030 Proposed Submission Draft - February 2015". The proposed development (because of its relationship to Carlisle) accords locationally with Policies DP1 and H1 of the current Carlisle District Local Plan 2001-2016, although it is outwith the settlement boundary as identified on the Proposals Map.
- 6.59 On the matter of design it is considered that the proposal will reinforce existing connections; provide a mix of dwelling types and tenures that suit local requirements; has sought to create a distinctive character with well defined and legible streets/ spaces; has streets designed to encourage low vehicle speeds; provide sufficient and well integrated resident and visitor parking; has clearly defined public and private spaces; there is adequate external storage space for bins and recycling as well as cycles; and adequate/effective open space.
- 6.60 The Highways Authority and Heritage Officer of the County Council, United Utilities, and the Environmental Health and Housing Sections of the City Council have not raised any objections.
- 6.61 Nevertheless, it is recognised that the proposal will lead to a reduction in potential foraging for barn owls; foraging and commuting habitat for bats; and the general quality of hedgerow. The proposed replacement planting would represent mitigation only in part, but in the light of the site's allocation for housing and the constraints faced, the approach adopted by the applicant is understandable. These impacts, to varying degrees, count against the proposal.
- 6.62 On the matters of the character of the area and impact on the living conditions of neighbouring residents, the applicant has revised the scheme with particular regard to the provision and distribution of bungalows and the omission of a pedestrian link with Mallyclose Drive.
- 6.63 The County Council as the Lead Local Flood Authority has also confirmed their agreement for the application to proceed on the basis of the imposition of suggested condition 29.
- 6.64 On this basis the recommendation is for authority to issue an approval subject to the completion of an appropriate Section 106 Agreement regarding the provision of affordable housing, the management/maintenance of open space; the payment of £53,071 towards off-site sports pitches; and and pending the awaited Counsel's opinion for the County Council with regard to the payment of a travel plan monitoring fee.

7. Planning History

- 7.1 The available records indicate that this site has not previously been the subject of an application for planning permission.

8. Recommendation: Grant Subject to S106 Agreement

1. The development shall be begun not later than the expiration of 3 years beginning with the date of the grant of this permission.

Reason: In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

2. The approved documents for this Planning Permission comprise:
1. the submitted planning application form received 2nd September 2014 as amended by the letter from the applicant dated the 6th February 2015, and e-mails received by the Case Officer from the applicant sent on the 23rd March 2015 at 14:15 and 14:48;
 2. the Site Location Plan (drawing ref PL01) received 2nd September 2014;
 3. the Proposed Site Layout Plan (drawing ref PL02 Revision R);
 4. the Souter House Type - Plans and Elevations (drawing ref SOU-01);
 5. the Apartments (drawing refs APART-01, -02 Rev.C and -03 Rev.C);
 6. the Alnwick House Type - Plans and Elevations (drawing ref ALN-01);
 7. the Bungalow House Type - Plans and Elevations (drawing ref BUN-01);
 8. the Hanbury House Type - Plans and Elevations (drawing refs HAN-01, -02 and -03);
 9. the Clayton House Type - Plans and Elevations (drawing ref CLY-02 and -03);
 10. the Chedworth House Type - Plans and Elevations (drawing ref CHE-02);
 11. the Rufford House Type - (drawing ref PHL/RUF);
 12. the Roseberry House Type - (drawing ref PHL/ROS);
 13. the Winster House Type - (drawing ref PHL/WIN);
 14. the Lumley House Type - (drawing ref LUM-02);
 15. the Hatfield House Type - (drawing ref PHL/HAT);
 16. the Proposed Boundary Types (drawing ref PL05) received 20th December 2013;
 17. the Proposed Sewells Lonning Improvements (drawing ref C001 Rev C);
 18. the Housing Needs Statement received 2nd September 2014;
 19. the Design and Access Statement received 2nd September 2014;
 20. the Air Quality Assessment received 9th May 2014;
 21. the Archaeological Desk Based Assessment and Geophysical Survey received 9th May 2014;
 22. the Supporting Planning Statement received 20th December 2013;
 23. the Phase 1: Desk Top Study report received 20th December 2013;

24. the Flood Risk & Drainage Assessment dated February 2015;
25. the Ecological Assessment received 20th December 2013;
26. the Interim Residential Travel Plan received 20th December 2013;
27. the Tree Survey received 20th December 2013 and Tree protective fencing layout plan (drawing no. c-1272-01);
28. the Transport Assessment received 20th December 2013 and Cumulative Traffic Impacts report dated 16th April 2015 prepared by WYG;
29. the Boundary Treatment Plan (drawing number 627.302 received 23rd March 2015);
30. the Surface Treatment Plan (drawing number 627.303 received 23rd March 2015);
31. the Notice of Decision; and
32. any such variation as may subsequently be approved in writing by the Local Planning Authority.

Reason: To define the permission.

3. Prior to the commencement of the development hereby permitted there shall be submitted to, and approved in writing by the Local Planning Authority, a plan and/or programme showing the proposed phasing of the development. That phasing plan shall include the phasing of the overall development hereby permitted in terms of:

- the construction of the estate road and footway serving plots 144 and 145 up to the common boundary with the adjoining land to the south and west;
- 1. the provision of visitor parking spaces;
- 2. the provision of open spaces/informal play areas; and
- 3. the provision of suitable accessing arrangements for recyclable/waste collection vehicles and the storage area identified on the Proposed Site Layout Plan (drawing number PL02 Revision R).

The development shall thereafter proceed only in accordance with the approved phasing plan and/or programme or such variation to that plan and/or programme as may subsequently be agreed in writing by the Local Planning Authority.

Reason: To ensure that the site is developed in a co-ordinated manner.

4. Prior to the commencement of the development hereby permitted full details of the existing and proposed ground levels and the height of the proposed finished ground floor levels (inclusive of any garages) shall be submitted to and approved, in writing, by the Local Planning Authority.

Reason: In order that the approved development overcomes any problem associated with the topography of the area and safeguards the living conditions of neighbouring residents in accordance with Policies H1 and LE7 of the Carlisle District Local Plan 2001-2016.

5. Prior to the commencement of the development hereby permitted, a schedule of materials and finishes with samples for the external walls and roofs of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved schedule and samples.

Reason: To ensure that the development complies with Policy CP5 of the Carlisle District Local Plan 2001-2016.

6. The carriageway, footways, provision of ramps on each side of every junction, the junction of the relevant distributor/estate roads with Cumwhinton Road and Sewells Lonning, and all associated visibility splays shall be designed, constructed, drained and lit to a standard suitable for adoption and in this respect further details (including Safety Audited Designs) with levels and full constructional details, shall be submitted to the Local Planning Authority for prior written approval before any other work other than site clearance, drainage and advance service works, commences on site. No work shall be commenced until a full specification has been approved. These details shall be in accordance with the standards laid down in the current Cumbria Design Guide. Any works so approved shall be constructed progressively as the constituent phases of the site are developed and prior to the completion of the last residential unit (by the plastering out) within that phase of the said development, as specified in the phasing plan and/or programme required to be submitted by condition 3.

The visibility splays shall not be obstructed by any object, structure, planting or other material of a height exceeding 0.6m measured from the carriageway level.

Reason: To ensure a minimum standard of construction in the interests of highway safety and to support Local Transport Plan Policies LD5, LD7 and LD8.

7. Prior to the commencement of the development hereby permitted full design and construction details regarding the upgrade and widening of Sewells Lonning, including the narrowing and pedestrian facilities and signage (as indicatively shown on WYG drawing number A074549/C001/A) have been submitted to and approved in writing by the Local Planning Authority. No part of the development hereby permitted shall be occupied until Stage 1/2 of the works shown in outline on WYG drawing number A074549/C001/A has been completed in accordance with the approved details, unless otherwise approved in writing by the Local Planning Authority. Not more than 30 residential units shall be occupied until the aforementioned works has been completed in accordance with the approved details, unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the development is served by a satisfactory means of vehicular and pedestrian access along Sewells Lonning in accordance with Policies LD5, LD7 and LD8 of the Local Transport Plan.

8. No residential unit hereby permitted shall be occupied until the respective estate/access road (including associated footways and turning heads where applicable) has been constructed in all respects to base course level and street lighting has been provided and brought into full operational use.

Reason: To ensure that the matters specified are designed and provided to ensure a minimum standard of access when the development is brought into use.

9. No residential unit hereby permitted shall be occupied until the respective drive and parking area/spaces for that unit have been completed in accordance with the approved plans. The car parking shall thereafter be retained in accordance with the approved plans and available for use as car parking and no other use whatsoever.

Reason: To ensure that the matters specified are provided to ensure a minimum standard of parking.

10. There shall be no means of access, pedestrian or vehicular, between the site and existing highways except by way of the approved estate roads and footways.

Reason: In the interests of highway safety and to support Local Transport Policies LD7 and LD8.

11. By the completion (by the plastering out) of the last residential unit in the first phase of the development hereby permitted the developer shall:

- 4. fully construct a pedestrian refuge on Cumwhinton Road between Sewells Lonning and the existing mini roundabout in accordance with details to be submitted to and approved in writing beforehand by the Local Planning Authority; and
- carried out in full an on carriageway cycle marking scheme along London Road to Sewells Lonning in accordance with details to be submitted to and approved in writing beforehand by the Local Planning Authority.

Reason: In the interests of achieving pedestrian and cyclist connectivity.

12. Prior to the occupation of the first dwelling hereby permitted the Interim Residential Travel Plan (Report No. A074549/GW2) dated December 2012 and prepared by WYG shall be fully implemented.

Reason: To encourage walking, cycling and/or use of public transport, and minimise the amount of trips by single occupancy private cars by residents of the hereby permitted residential units.

13. Prior to the commencement of the development hereby permitted a Construction Environment Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority. The CEMP shall include noise management measures, scheduling and timing of movements, waste minimisation and management measures, wheel washing facilities for

site vehicles, vibration management, dust management, vermin control, and protocols for contact and consultation with local people.

The approved CEMP shall be implemented upon commencement of the development hereby permitted and shall not be varied without prior written agreement of the Local Planning Authority.

Reason: To safeguard the living conditions of neighbouring residents.

14. No construction work associated with the development hereby approved shall be carried out before 07.30 hours on weekdays and Saturdays nor after 18.00 hours on weekdays and 13.00 hours on Saturdays (nor at any times on Sundays or Bank Holidays).

Reason: To prevent disturbance to nearby occupants in accordance with Policy CP6 of the Carlisle District Local Plan 2001-2016.

15. Prior to the commencement of the development hereby permitted a Construction Traffic Management Plan (CTMP) shall be submitted to and approved in writing by the Local Planning Authority. The CTMP shall include:

- proposals for the routing of construction traffic;
- a condition survey of the construction traffic route before and after the construction phase;
- details of the proposed crossings of the public highway/verge;
- the provision of temporary warning signs;
- the temporary removal and replacement of highway infrastructure/street furniture;
- the reinstatement of any signs, verges or other items displaced by construction traffic;
- details of the site access;
- any access gates to be hung to open away from the public highway no less than 10m from the carriageway edge and incorporate relevant visibility splays; and
- retained areas for construction vehicle parking, manoeuvring, loading and unloading.

The approved CTMP, including any agreed improvements or works to accommodate construction traffic where required along the route, shall be carried out as approved.

Reason: The carrying out of this development without provision of these facilities during the construction works is likely to lead to inconvenience and danger to road users and to support Local Transport Policy LD8.

16. Prior to the commencement of the development hereby permitted a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. The landscaping scheme shall include:

- details of the proposed tree and hedges to be planted including their

species, number, sizes, positions, together with grass seeded/turfed areas; and

- details of the existing trees and hedgerows to be retained.

Reason: To ensure that an acceptable landscaping scheme is prepared and to ensure compliance with Policy CP5 of the Carlisle District Local Plan 2001-2016.

17. All works comprised in the approved details of landscaping for the constituent phases of development shall be carried out either contemporaneously with the completion of individual plots or, in the alternative, by not later than the end of the planting and seeding season following the completion of that phase of the development, as specified in the phasing plan and/or programme required to be submitted by condition 3. Any trees, shrubs and/or other plants which die or are removed within the first five years following the implementation of the landscaping scheme shall be replaced during the current/next planting season with others of similar size or species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that a satisfactory landscaping scheme is implemented.

18. Prior to the commencement of the development hereby permitted protective fencing shall be erected around those hedges and trees to be retained in accordance with drawing number c-1272-01 dated January 2015 and prepared by PDP Associates. Within the areas fenced off the existing ground level shall be neither raised nor lowered, except in accordance with the approved scheme, and no materials, temporary buildings or surplus soil of any kind shall be placed or stored thereon. If any trenches for services are required in the fenced off area, they shall be excavated or back filled by hand and any roots encountered with a diameter of 25mm or more shall be left unsevered. The fence shall thereafter be retained at all times during construction works on the site.

Those trees and hedges chosen for retention and protection in the approved landscaping scheme subject of above condition 12 and drawing number c-1272-01 shall not for the duration of the development works be damaged or destroyed, felled, lopped or topped without the prior written consent of the Local Planning Authority.

Reason: In order to ensure that adequate protection is afforded to all hedges to be retained on site in support of Policy CP5 of the Carlisle District Local Plan 2001-2016.

19. Any clearance of hedgerows shall be timed so as to avoid the bird nesting/breeding season from 1st March to 31st August inclusive, unless either the absence of nesting birds has been established through a survey and such survey has been agreed in writing beforehand by the Local Planning Authority, or, a suitable method statement is submitted to and agreed in writing by the Local Planning Authority.

Reason: To protect features of recognised nature conservation importance, in accordance with Policy CP2 of the Carlisle District Local Plan 2001-2016.

20. Prior to the commencement of the development hereby permitted full details of the provision, landscaping and treatment of open spaces/informal play areas within the site (inclusive of site levels, associated items/features of recreation/play, benches, means of enclosure, hard surface areas together with a programme for its implementation) shall be submitted to and approved in writing by the Local Planning Authority. The open spaces and informal play areas shall be levelled, completed, fully equipped and available for use in accordance with the approved details and programme, and retained at all times as open space/play space.

Reason: In order to secure an acceptable standard of development and to make proper provision for the recreational needs of the area in accordance with Policy LC4 of the Carlisle District Local Plan 2001-2016.

21. All works comprised in the approved details of means of enclosure/boundary treatment (the Boundary Treatment Plan, drawing number 627.302) and hard surfaces (the Surface Treatment Plan, drawing number 627.303) for the constituent phases of development shall be carried out contemporaneously with the completion (i.e. by the plastering out) of each residential unit.

Reason: To ensure that the details are acceptable and to ensure that the work is undertaken in a co-ordinated manner that safeguards the appearance and security of the area in accordance with Policies CP5 and CP17 of the Carlisle District Local Plan 2001-2016.

22. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order) there shall be no enlargement above ground floor on the north elevation of the hereby permitted dwellings on plots 71, 80, 81, 82 and 86, within the meaning of Schedule 2 Part (1) of these Orders, without the prior written approval of the Local Planning Authority.

Reason: To safeguard the living conditions of the neighbouring residents.

23. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, (or any Order revoking and re-enacting that Order), no additional windows shall be inserted above the ground floor on the north elevation of the hereby permitted dwellings on plots 71, 80, 81 and 82 without the prior written approval of the Local Planning Authority.

Reason: In order to safeguard the living conditions of the neighbouring residents.

24. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, or any Order revoking and re-enacting that Order, no electricity sub-stations or gas governors shall be erected without the prior permission of the Local Planning Authority.

Reason: The local planning authority wish to retain control over the erection of electricity sub-stations and gas governors in order to maintain the visual integrity of the development in accordance with Policy CP5 of the Carlisle District Local Plan 2001-2016.

25. In each Phase, adequate underground ducts shall be installed in accordance with details approved beforehand by the Local Planning Authority to enable telephone/broadband services, electricity services and television services to be connected to any premises within the application site, without recourse to the erection of distribution poles and overhead lines.

In providing such ducts the developers shall co-ordinate the provision of such services with the respective undertakers.

Notwithstanding the provisions of Article 3(1) and the Schedule 2 Part 17 Class G (b) of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order), no distribution pole or overhead lines within the area shall be erected, save with the express consent of the Local Planning Authority.

Reason: To maintain the visual character of the locality in accord with Policy CP5 of the Carlisle District Local Plan 2001-2016.

26. The access covers to the underground ducts to be installed pursuant to the above condition shall be carefully located in relation to the surface finishes and to the satisfaction of the local planning authority and shall be of the type whereby the "tray" may be infilled with the appropriate surface materials.

Reason: To maintain the visual character of the locality in accord with Policy CP5 of the Carlisle District Local Plan 2001-2016.

27. No development shall commence within the site until the applicant/developer has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority.

The written scheme of investigation will include the following components:

- i) an archaeological evaluation; and
- ii) an archaeological recording programme dependent upon the results of the evaluation.

Reason: To afford reasonable opportunity for the examination and

recording of remains and in accord with Policy LE8 of the Carlisle District Local Plan 2001-2016.

28. Where the results of the programme of archaeological work referred to in the above condition make it appropriate, there shall be carried out within one year of the completion of that programme on site, or within such timescale as otherwise agreed in writing beforehand by the Local Planning Authority; an archaeological post-excavation assessment and analysis, the preparation of a site archive ready for deposition at a store, the completion of an archive report, and the preparation and submission of a report of the results for publication in a suitable specialist journal.

Reason: To ensure that a permanent and accessible record by the public is made of the archaeological remains that have been disturbed by the development.

29. Prior to the commencement of the development hereby permitted a fully developed Surface Water Drainage Strategy (based upon calculations and information to demonstrate flow routes from the application site to the relevant watercourse, and the subsequent allowable surface water discharge rate from the development to the watercourse) shall be submitted to and approved in writing by the Local Planning Authority. The Surface Water Drainage Strategy shall comply with relevant current surface water legislation and guidelines, and also include:

- the results of a drainage survey clarifying the route, condition and outfall point of the existing highway drainage serving the Sewells Lonning/Cumwhinton Road junction;
- on site permeability testing;
- the relevant drainage calculations including plans showing contributing areas to each sub-catchment; and
- a condition survey of the culvert downstream of the site from the proposed connection site to the culvert outfall at NGR: NY4296353949..

The Strategy approved by the Local Planning Authority shall thereafter be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the Strategy, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

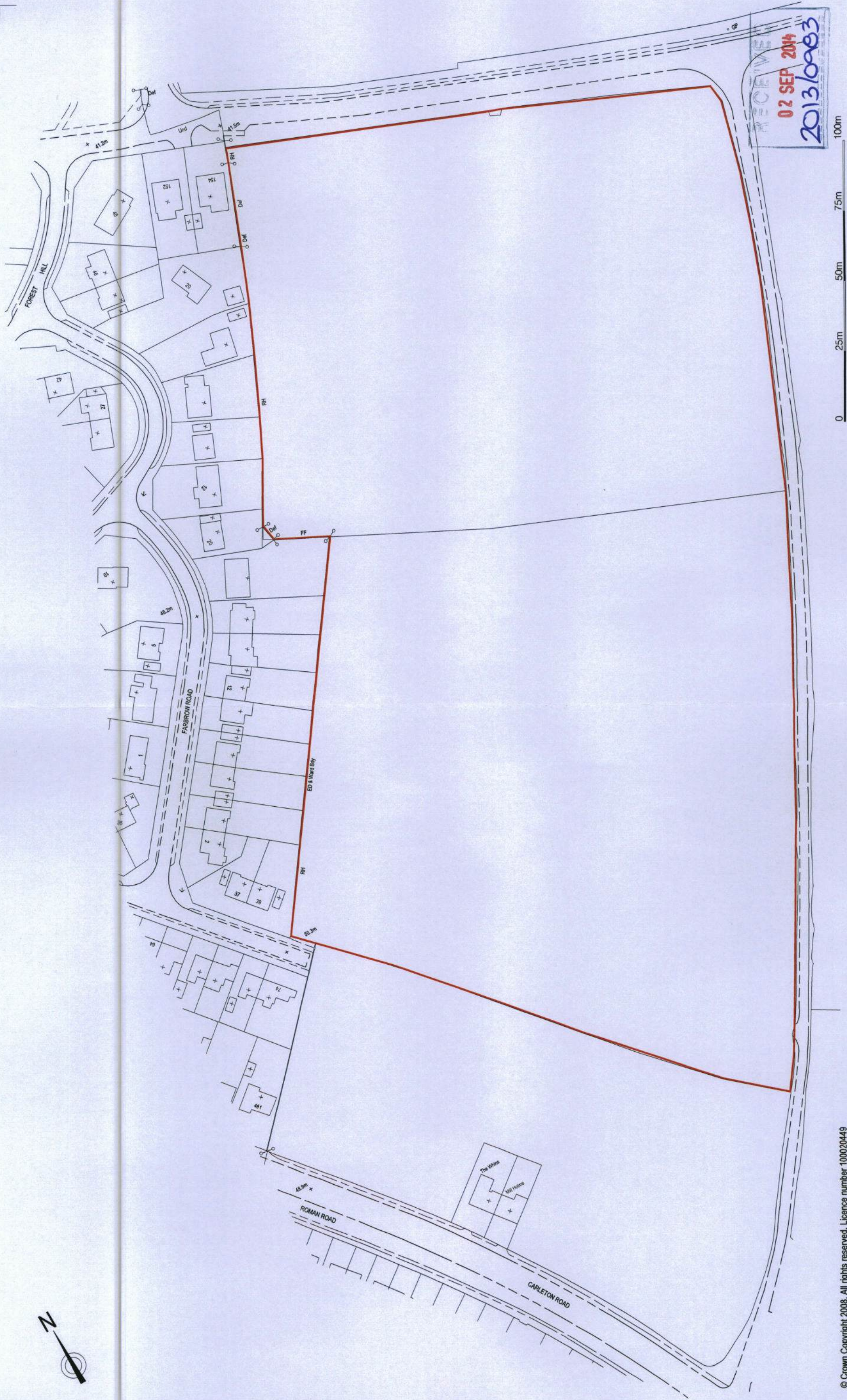
Reason: To ensure adequate means of surface water disposal to prevent and reduce the risk of flooding in accordance with Policies CP2, CP10, CP12 and LE2 of the Carlisle District Local Plan 2001-2016.

30. Prior to the commencement of development hereby permitted a foul water drainage scheme (inclusive of how the scheme shall be maintained and managed after completion) shall be submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: To prevent pollution of the water environment.

31. No residential unit hereby permitted shall be occupied until the respective foul and surface water drainage works have been completed in accordance with the details subject of above conditions 29 and 30.

Reason: To ensure that adequate drainage facilities are available which are comprehensive in extent and follow a co-ordinated sequence in accord with Policies CP2, CP10, CP12 and LE2 of the Carlisle District Local Plan 2001-2016.



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CARLETON FARM, CARLISLE

DRWG TITLE: SITE LOCATION PLAN

DRAWING NUMBER

CPT-172

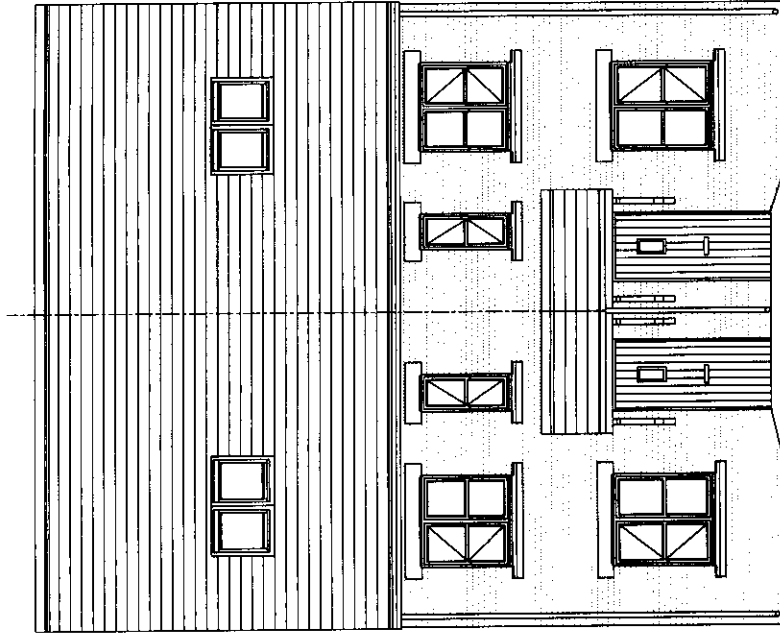
PL01

DRAWN BY: G.RAYNE

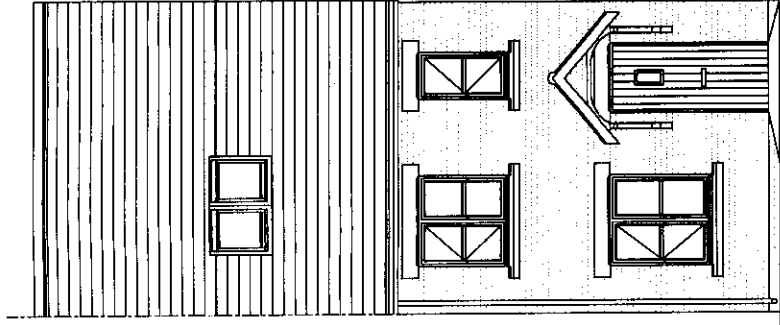
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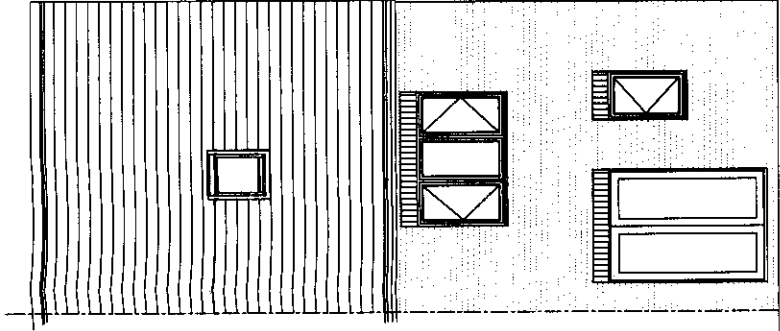
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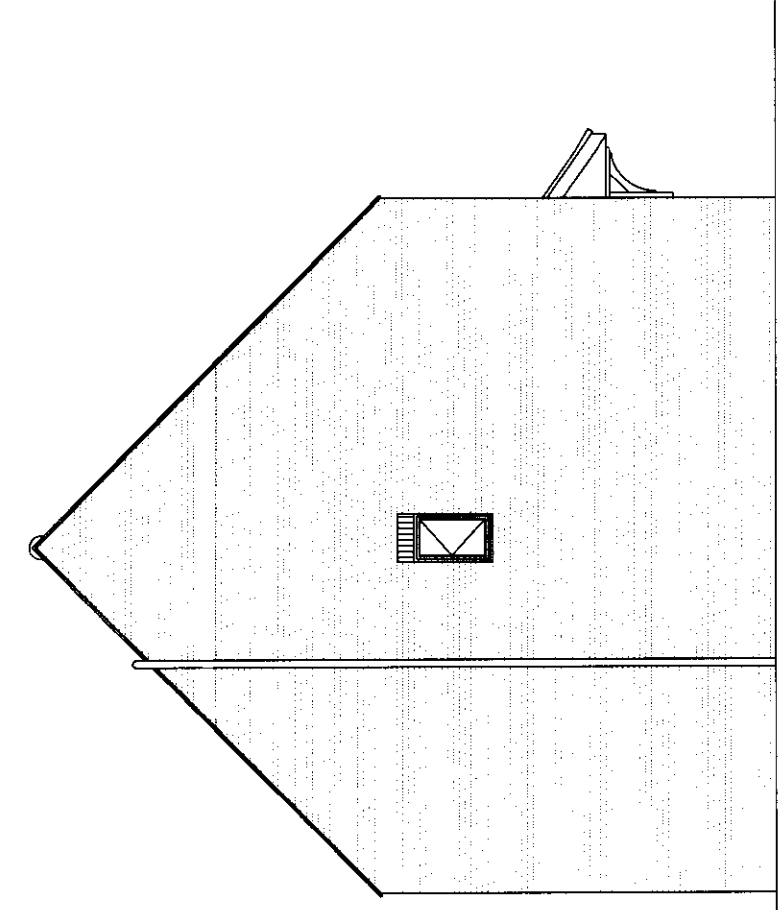
Front Elevation (mid door)



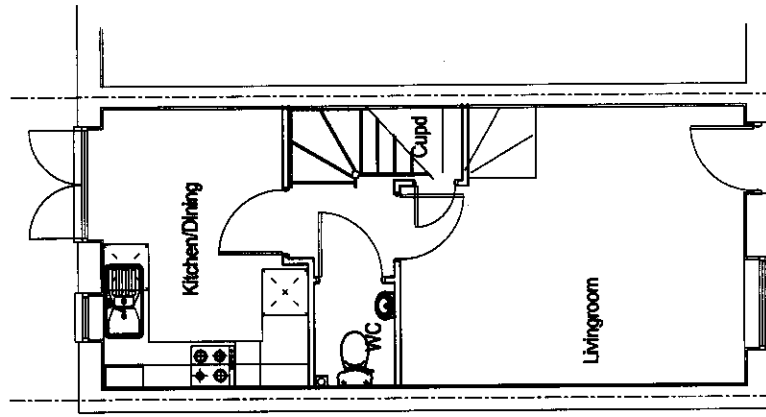
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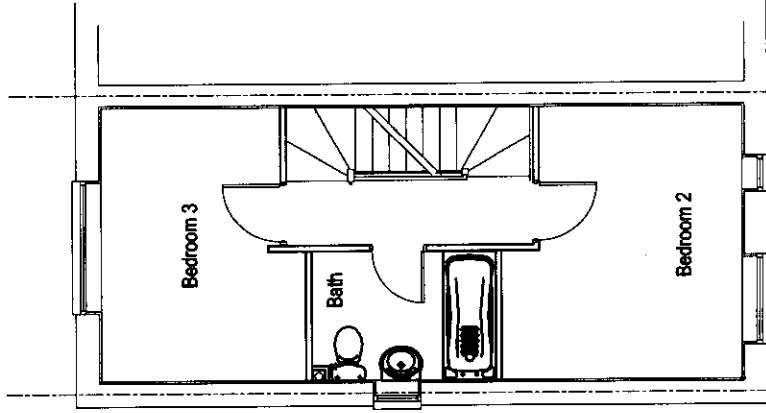
Rear Elevation



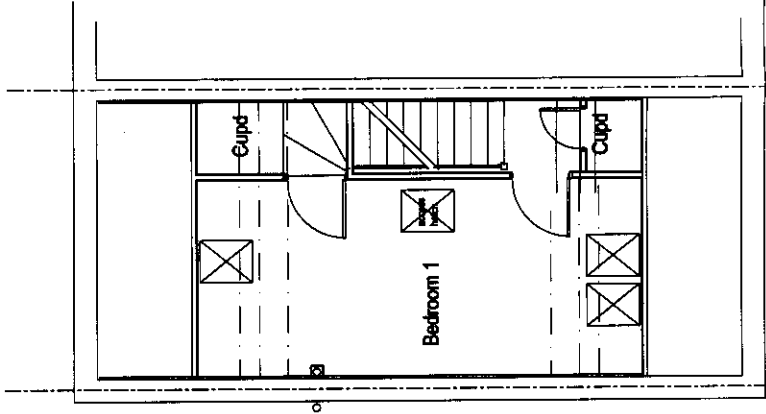
Side Elevation



Ground Floor Plan

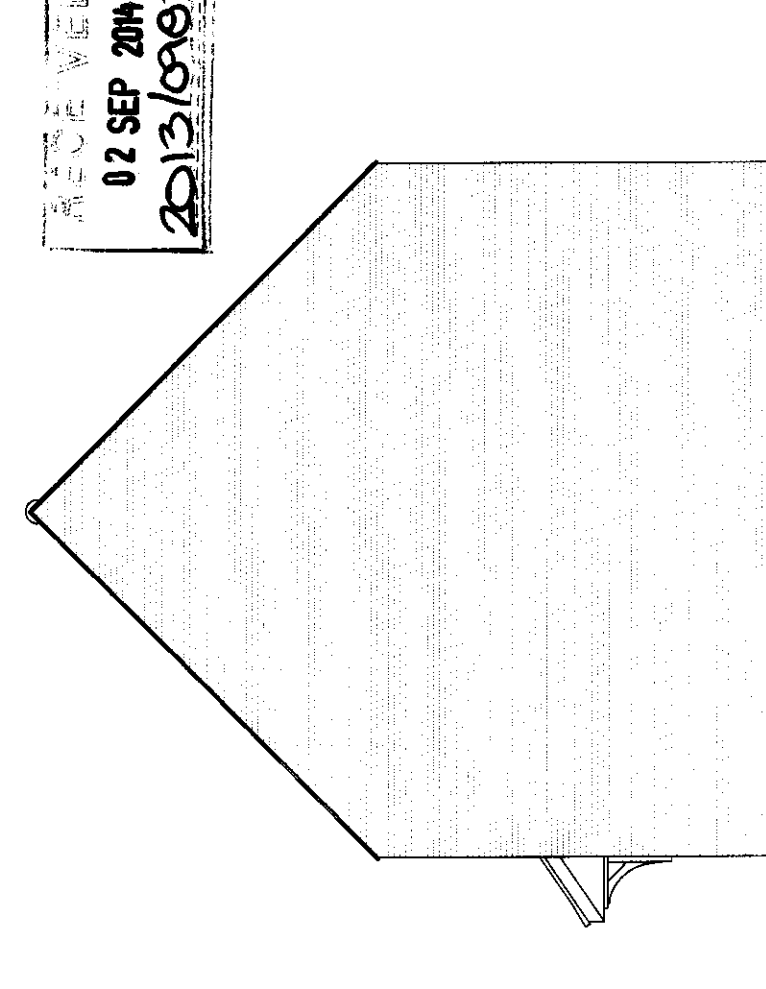


First Floor Plan



Second Floor Plan

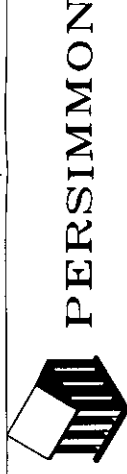
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02 SEP 2014
2013/0903



Side Elevation

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CARLETON FARM, CARLISLE

DRWG TITLE: BICKLEIGH HOUSE TYPE
PLANS & ELEVATIONS

DRAWN BY:

DATE: AUG 14

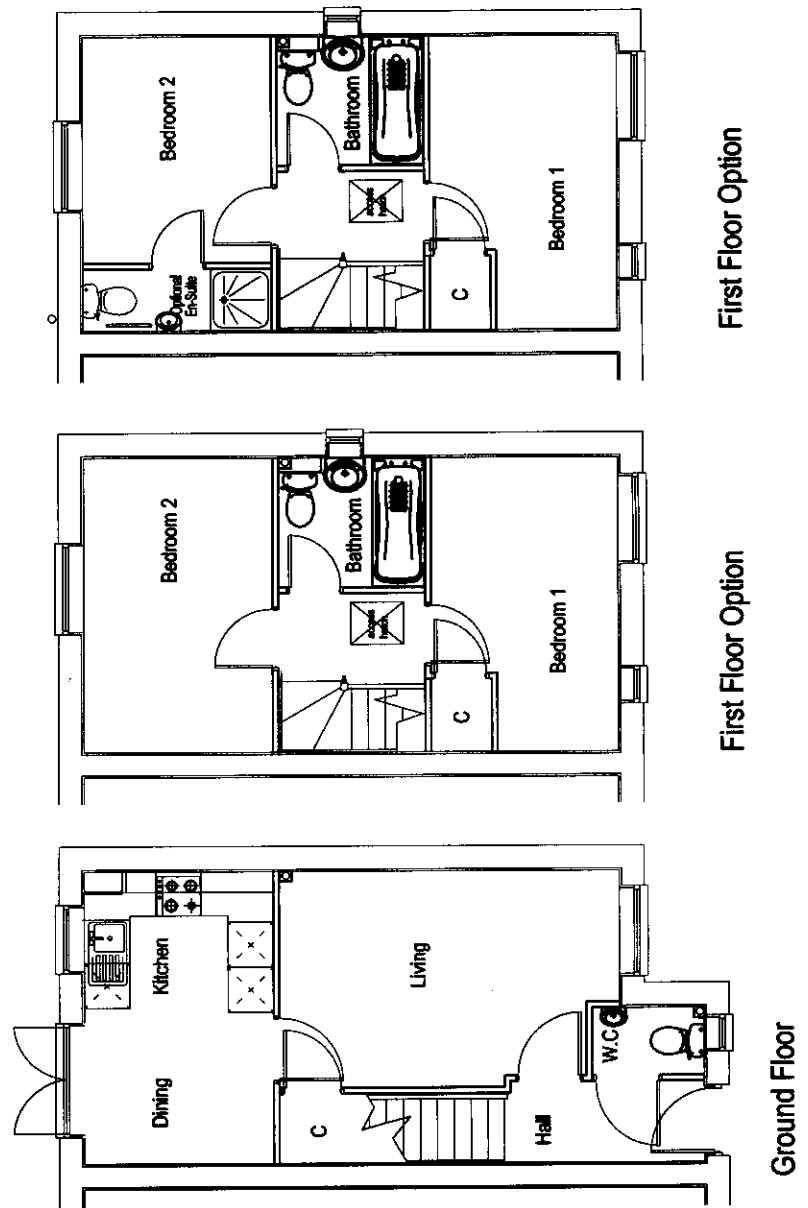
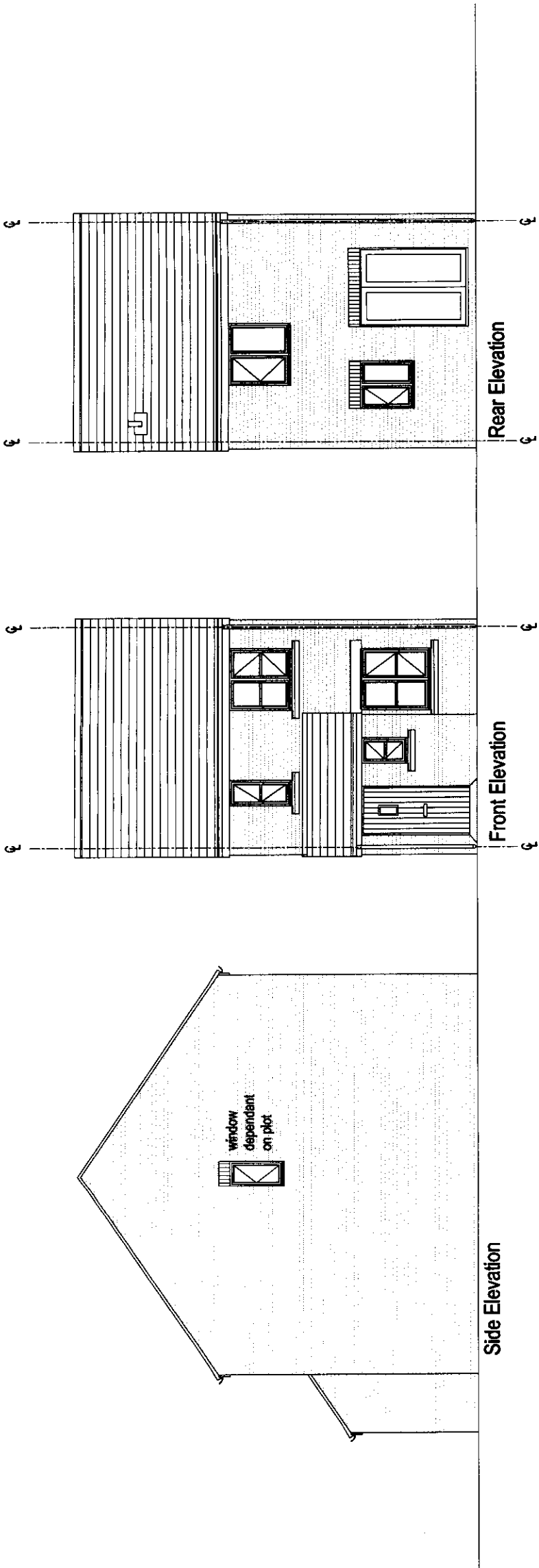
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PROJECT NUMBER
CPT-172

DRAWING NUMBER
BIC-01

REVISION:



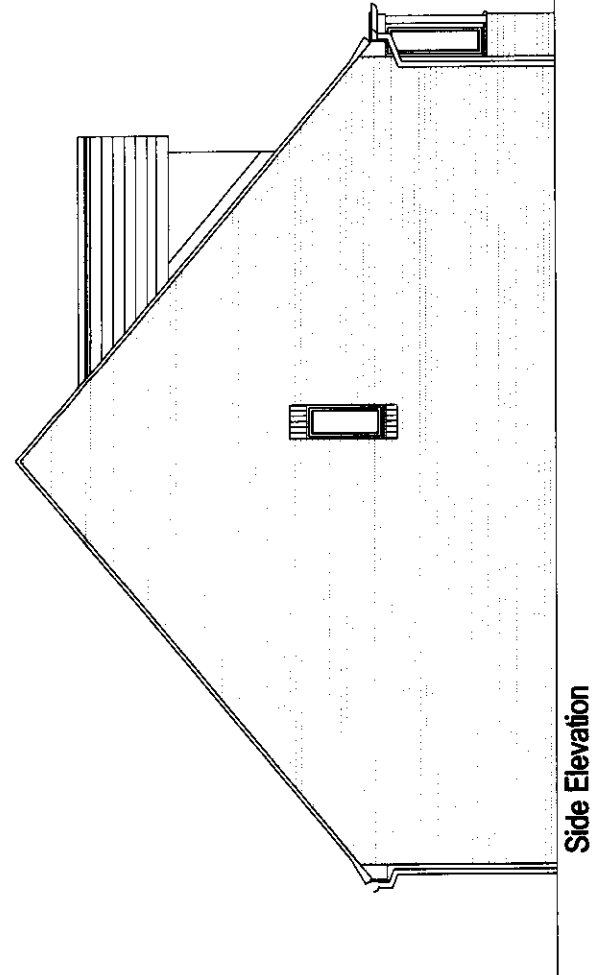
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2013/0903

CARLETON FARM - CARLISLE			
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DRAWN BY:			
DATE:	AUG 14	SCALE:	1/100
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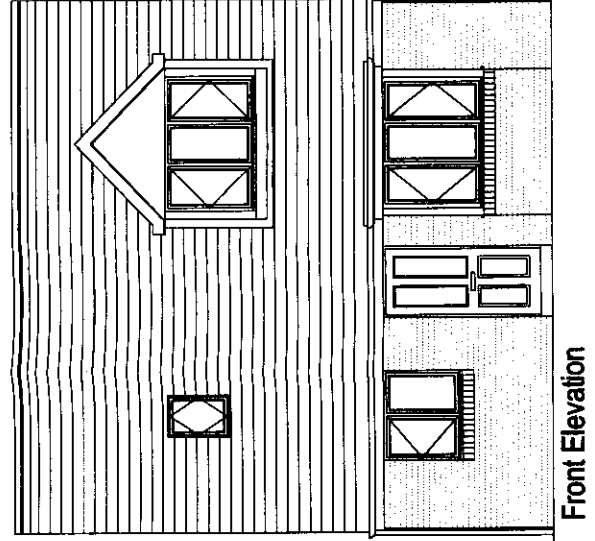
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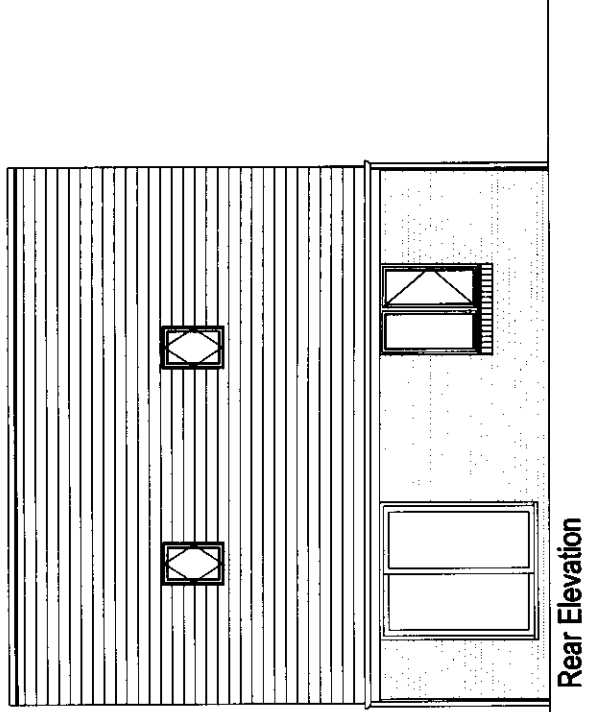
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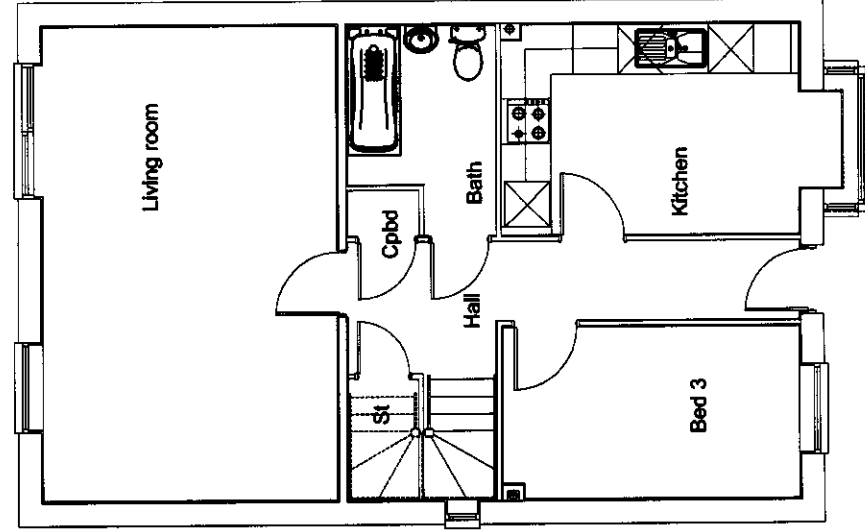
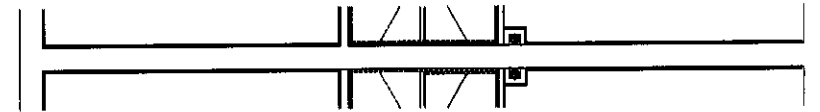
Side Elevation



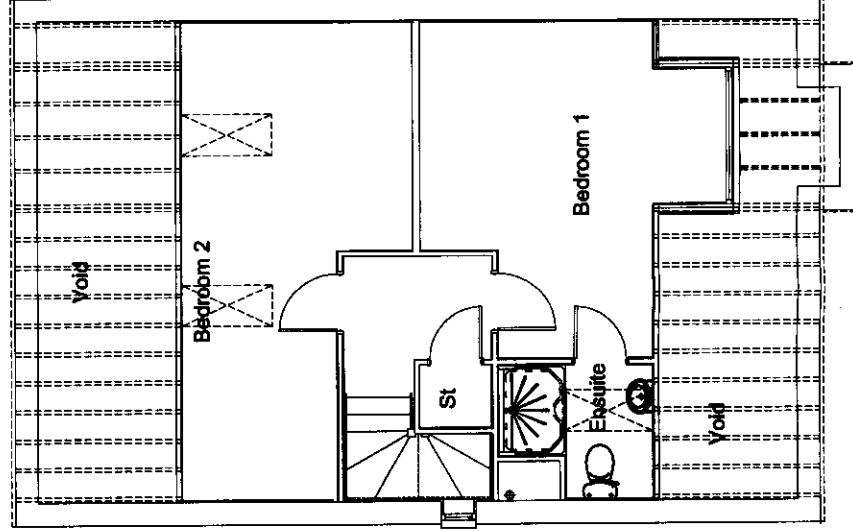
Front Elevation



Rear Elevation

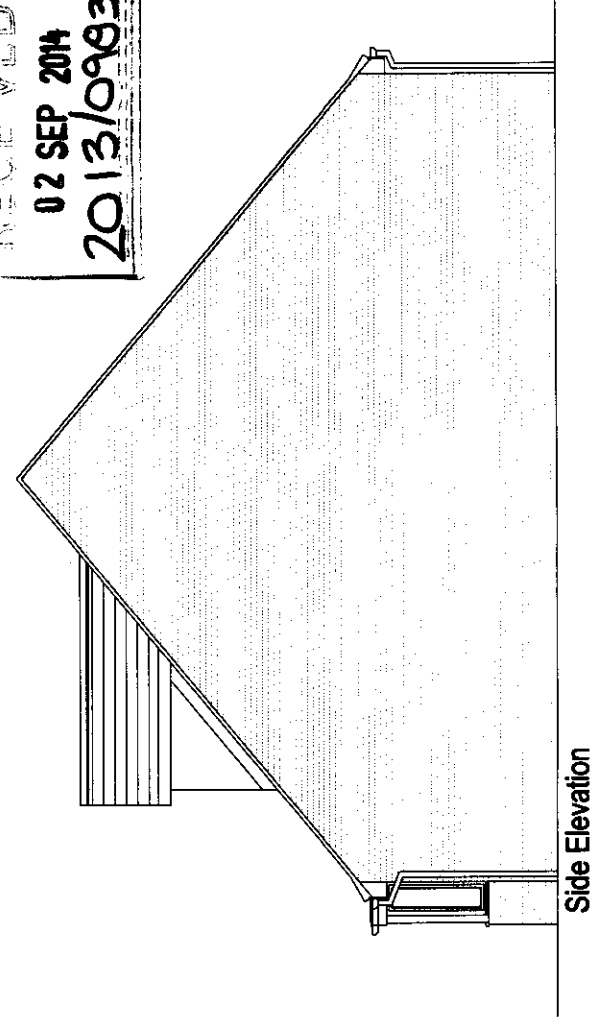


Ground Floor Plan.



First Floor Plan.

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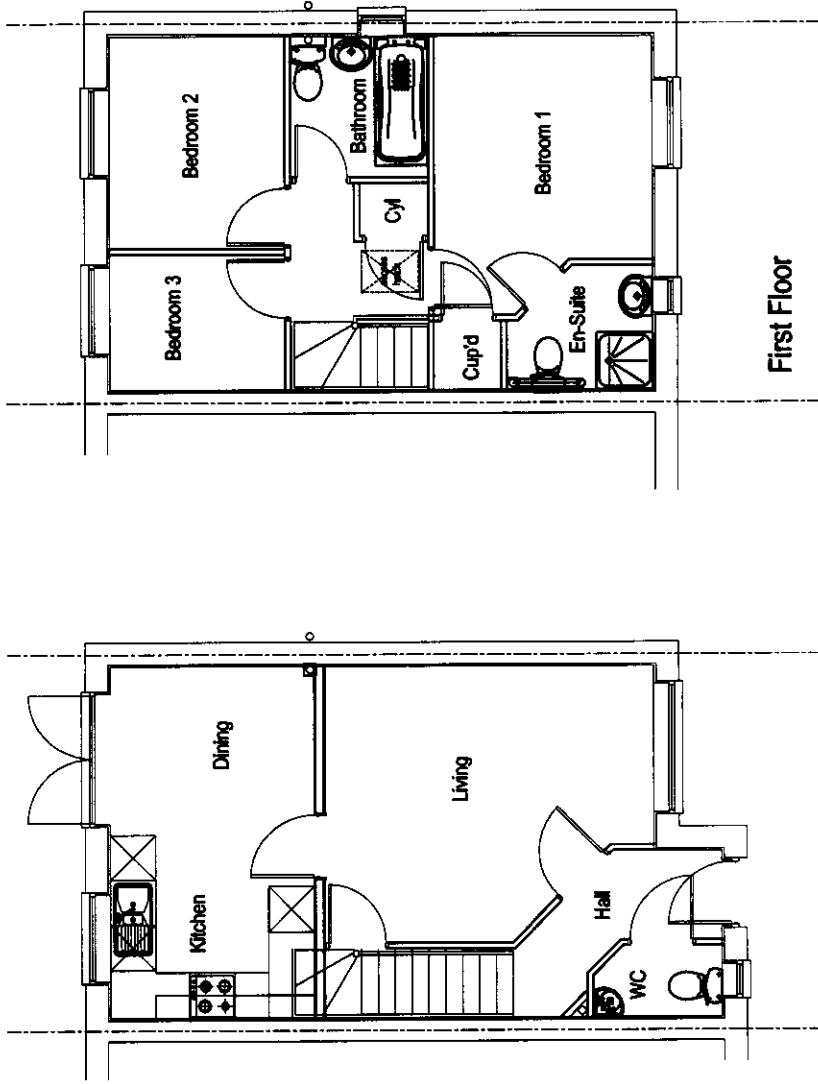
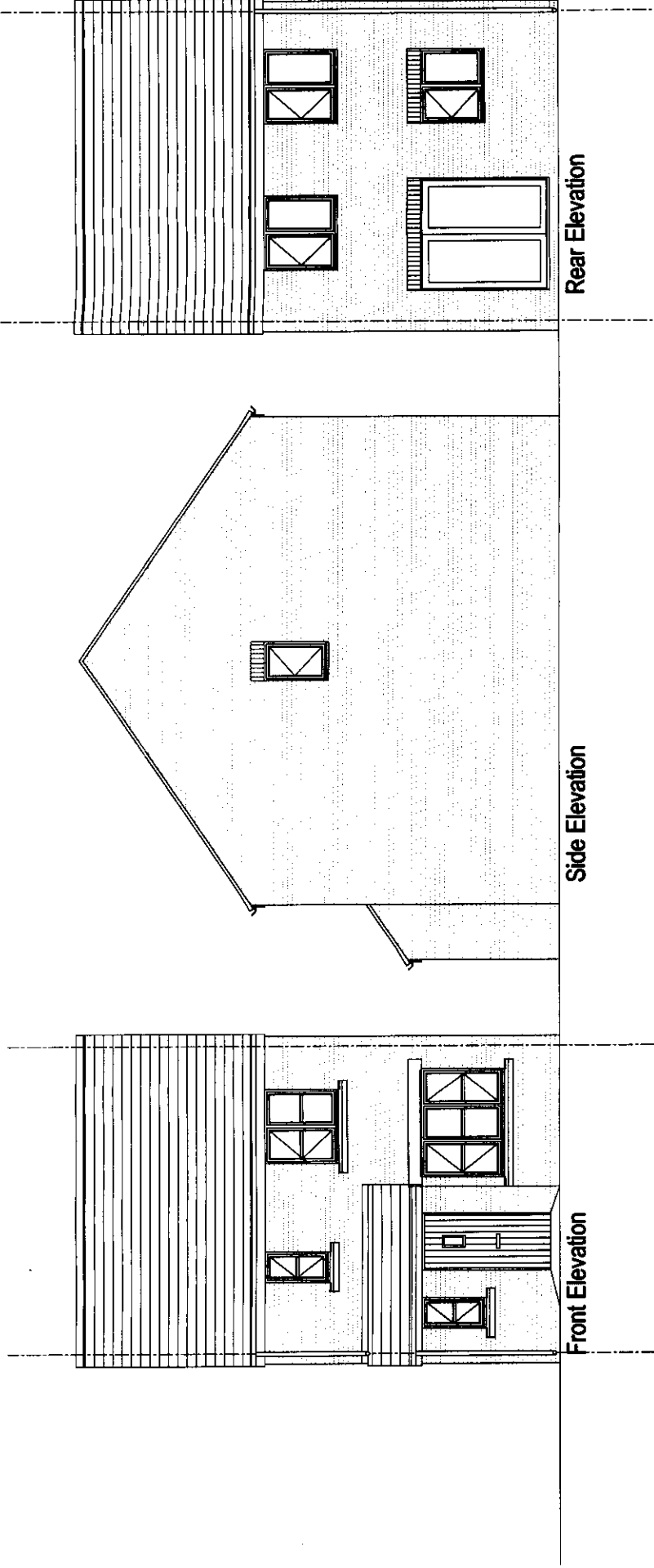
Side Elevation

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CARLETON FARM, CARLISLE			
DRWG TITLE:	THE BUNGALOW HOUSE TYPE	PROJECT NUMBER	DRAWING NUMBER
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DRAWN BY:		SCALE:	REVISION:
DATE:	AUG 14	1/100	A3



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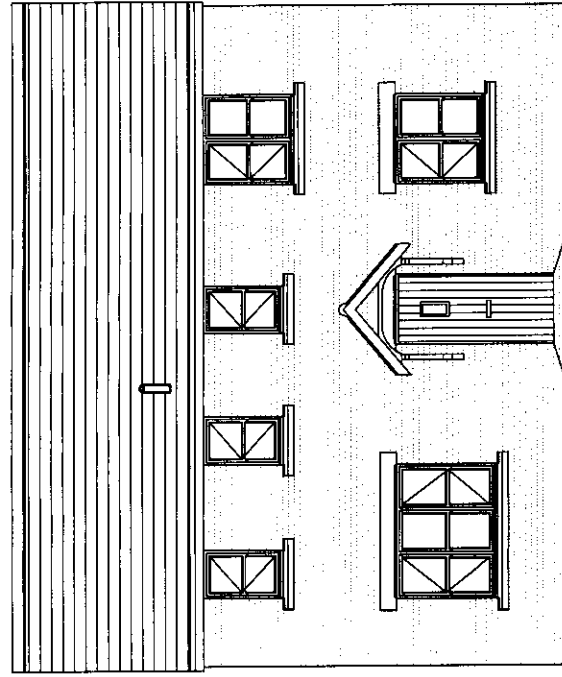
CARLETON FARM - CARLISLE

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DATE: AUG 2014	SHEET SIZE: A3	

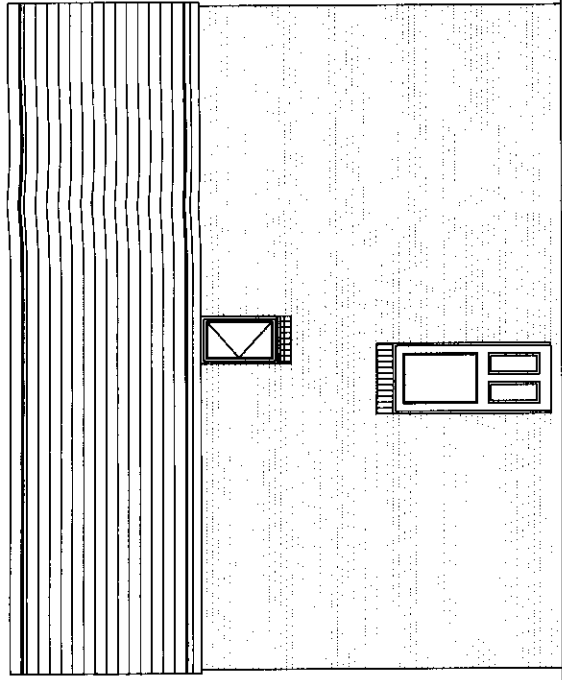
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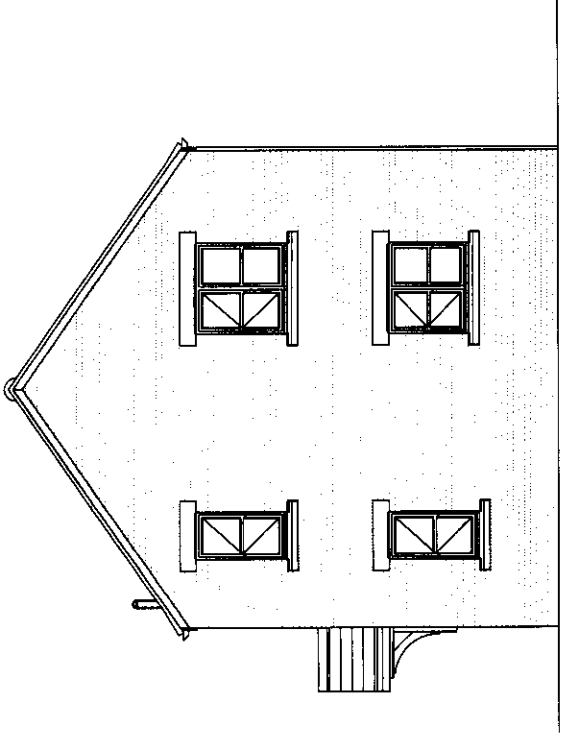
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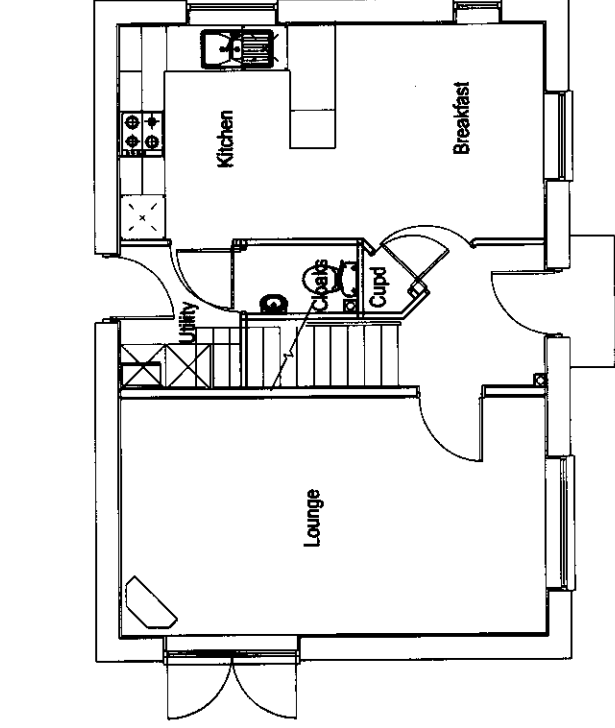
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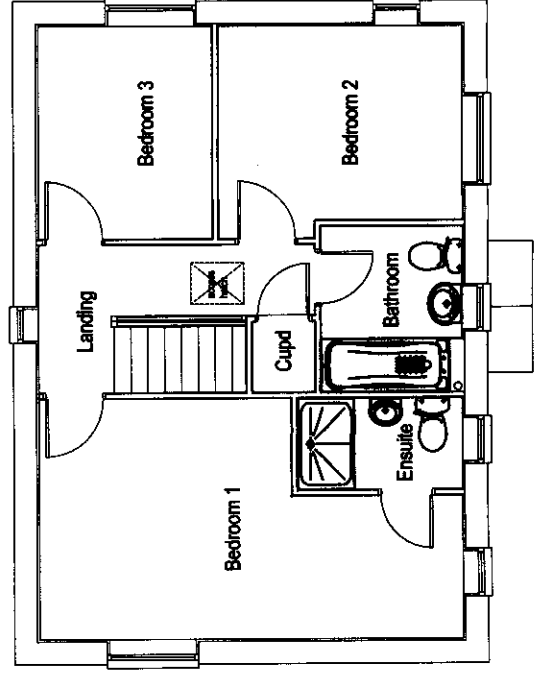
Side Elevation



Side Elevation



Ground Floor Plan.




First Floor Plan.

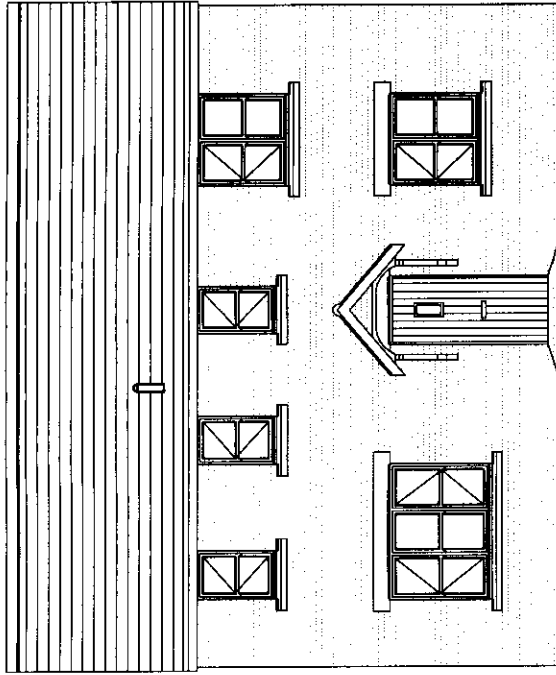
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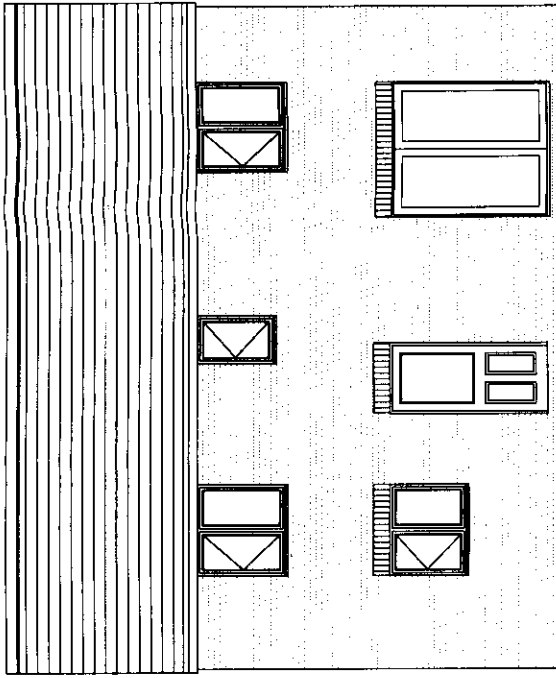
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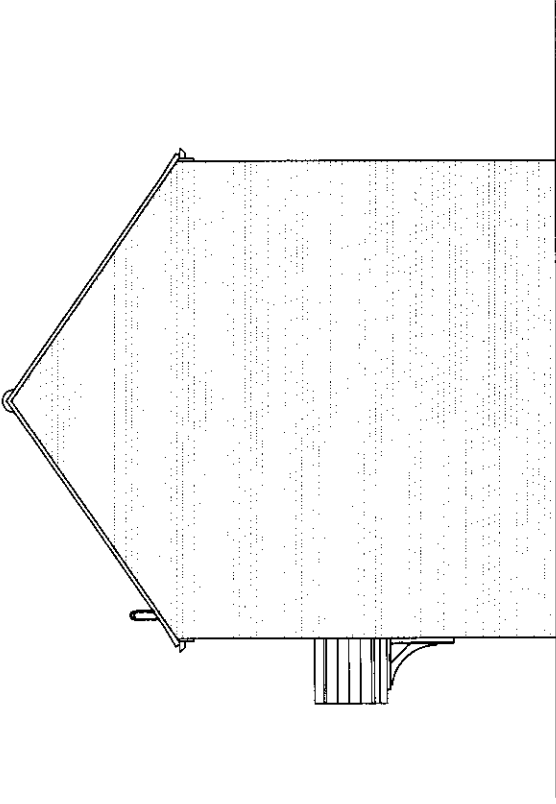
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DRAWN BY:			
DATE:	AUG 2014	SHEET SIZE:	REVISION:
		A3	1/100



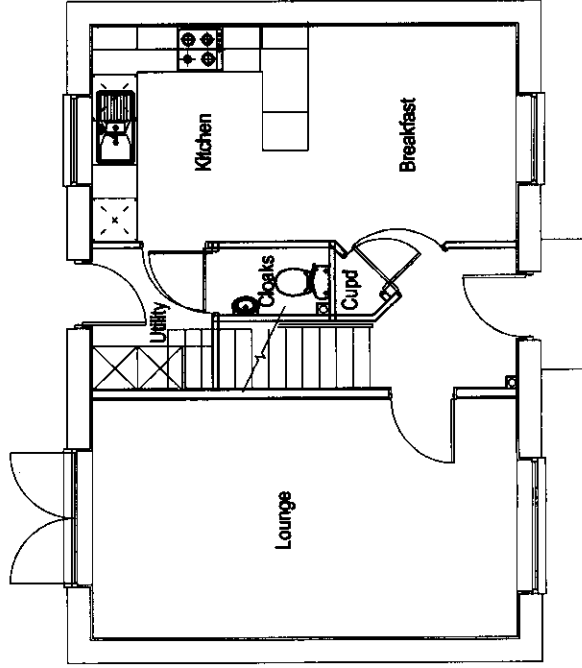
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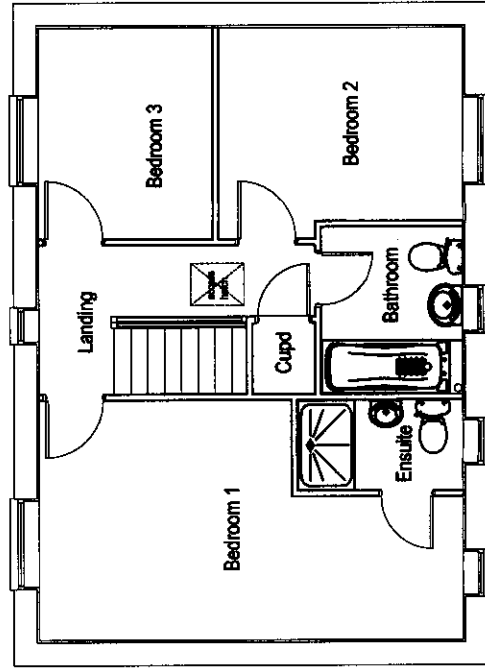
Rear Elevation



Side Elevation



Ground Floor Plan.



First Floor Plan.

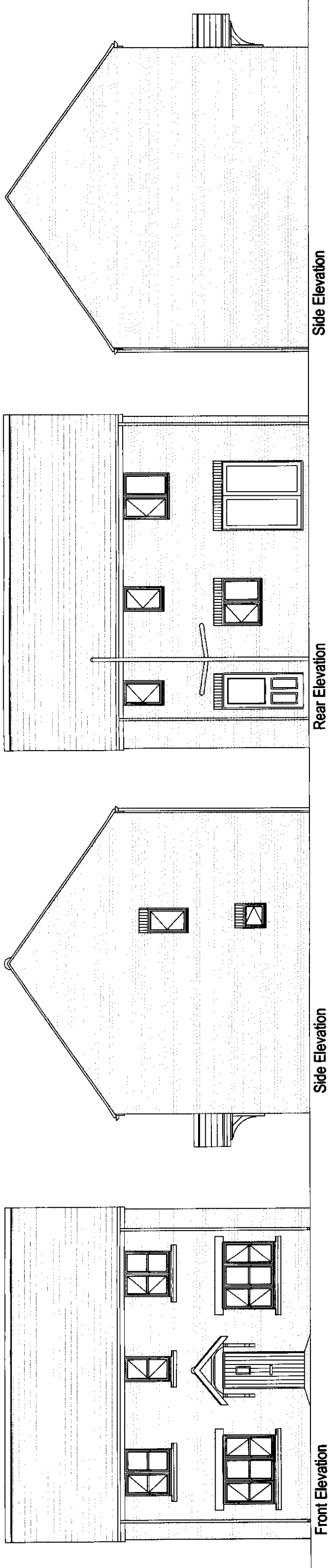
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DRWG TITLE:	CLAYTON HOUSE TYPE	PROJECT NUMBER	DRAWING NUMBER
	PLANS & ELEVATIONS	CPT-172	CLY-01
DRAWN BY:		SCALE:	REVISION:
DATE:	AUG 2014	1/100	
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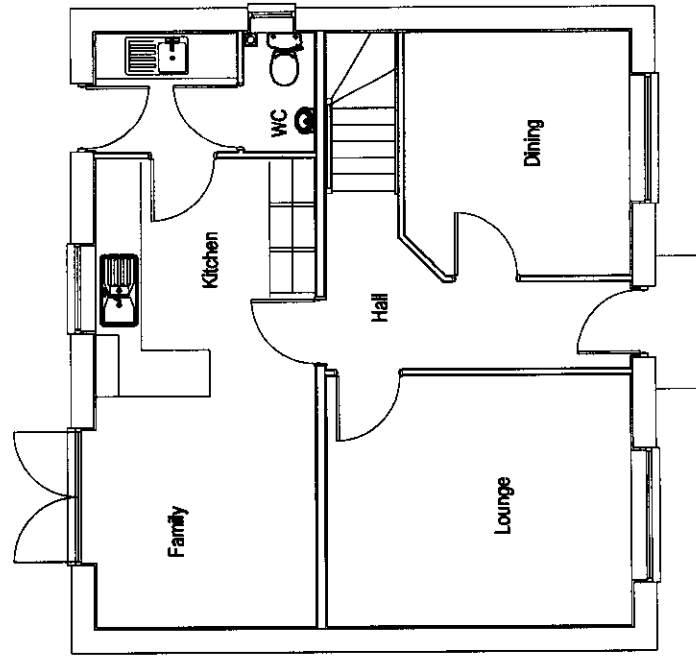
Side Elevation

Rear Elevation

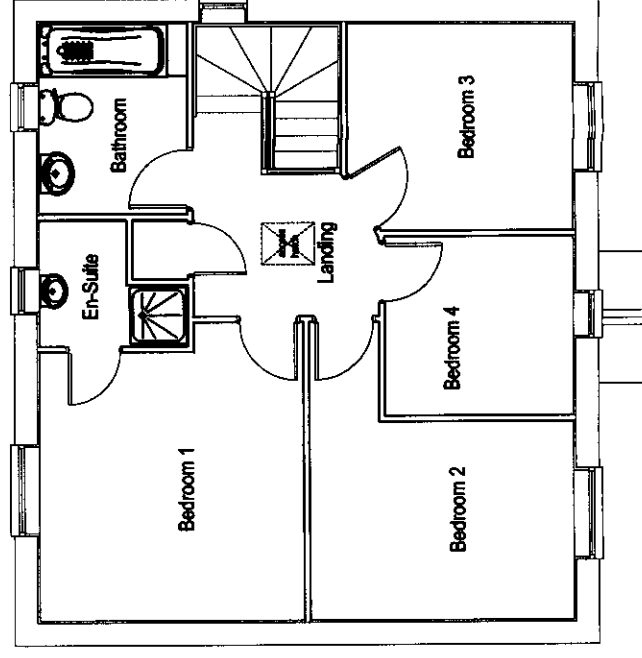
Side Elevation

Front Elevation

02 SEP 2014
2013/09/03



Ground Floor Plan.



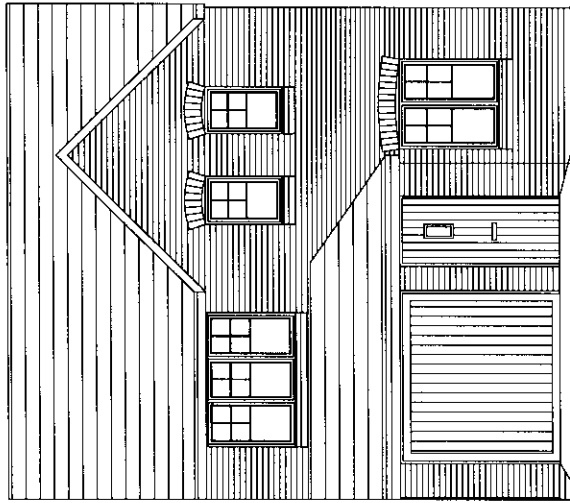
First Floor Plan.

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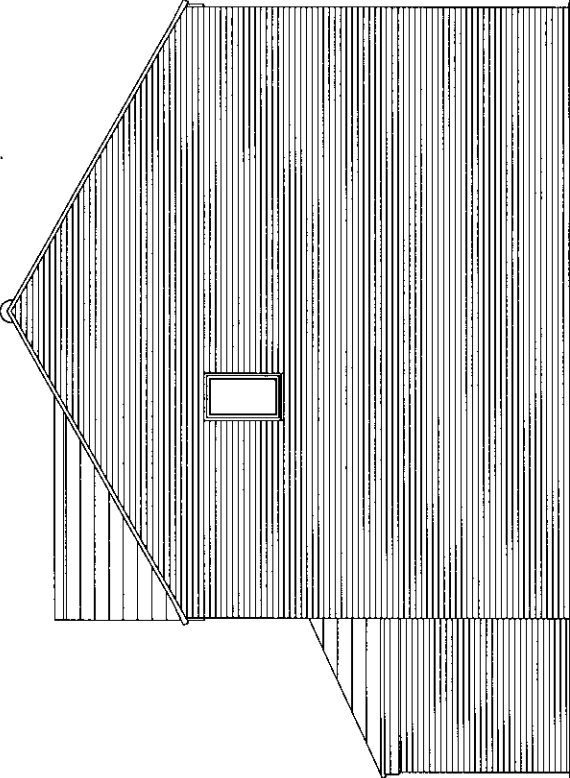
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CARLETON FARM - CARLISLE

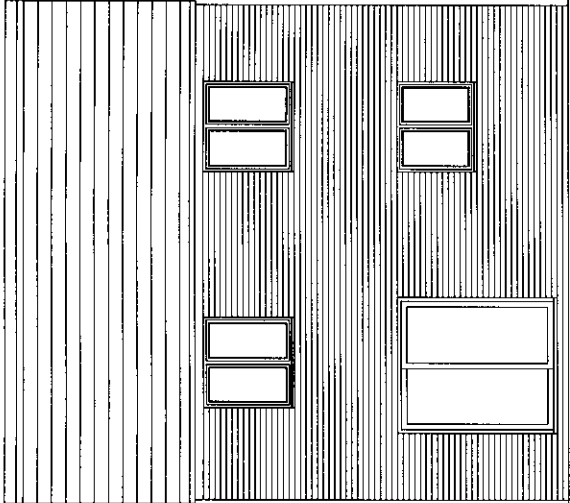
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DRAWN BY:			
DATE:	AUG 2014	SHEET SIZE: A3	SCALE: 1/100
			REVISION:



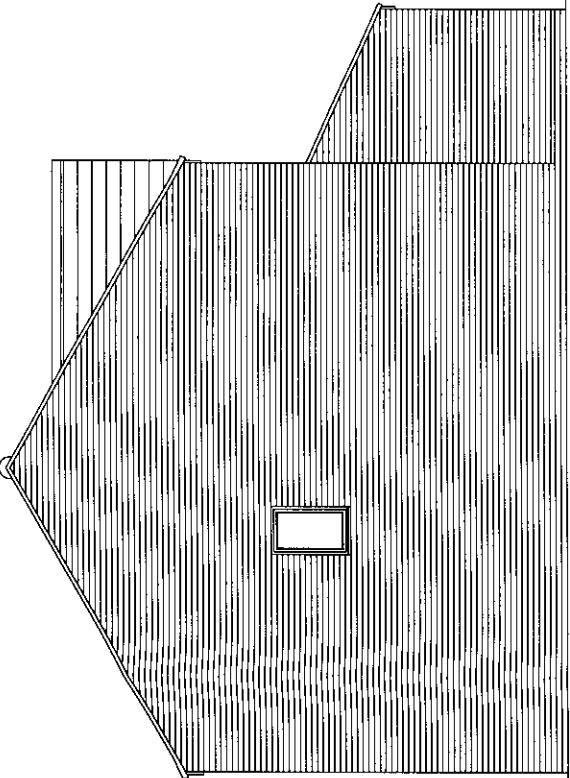
FRONT ELEVATION



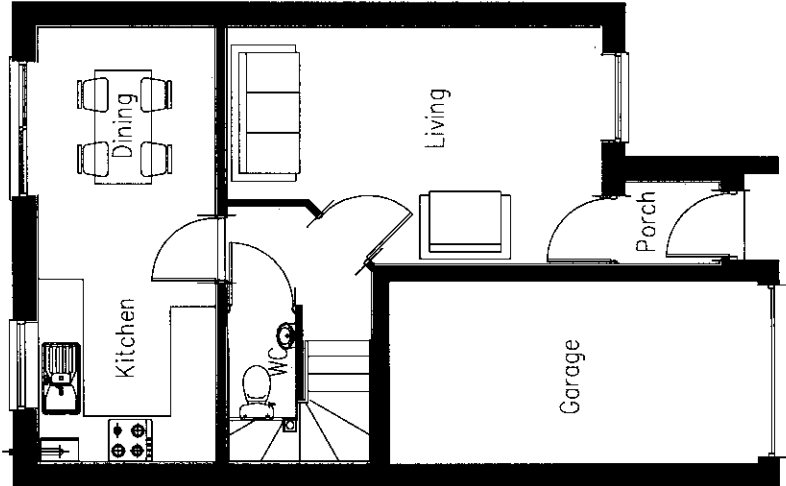
SIDE ELEVATION



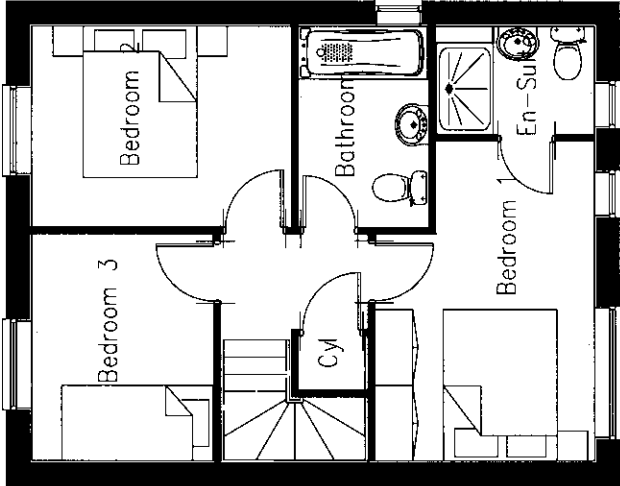
REAR ELEVATION



SIDE ELEVATION



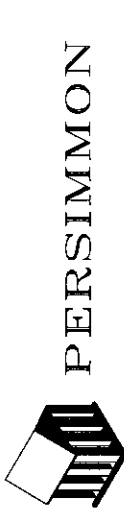
Ground Floor Plan.



First Floor Plan.

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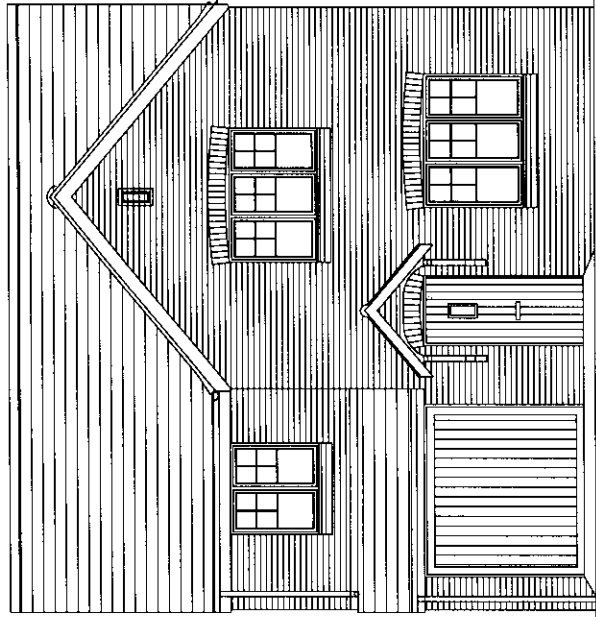
DWG REF - PHL / RUF REV -



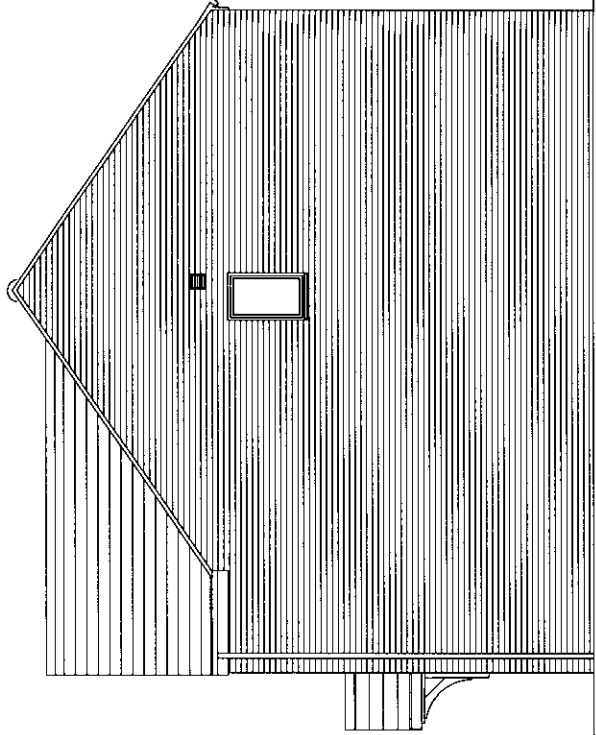
Persimmon Homes Lancashire
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Tel: 01 524 542 000 Fax: 01 524 542 001 Web: www.persimmonhomes.com

THE RUFFORD HOUSE TYPE, LANCASHIRE ELEVATIONS

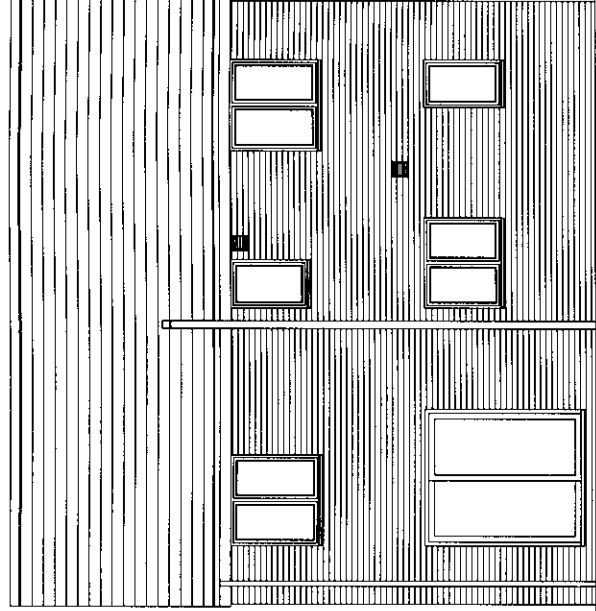
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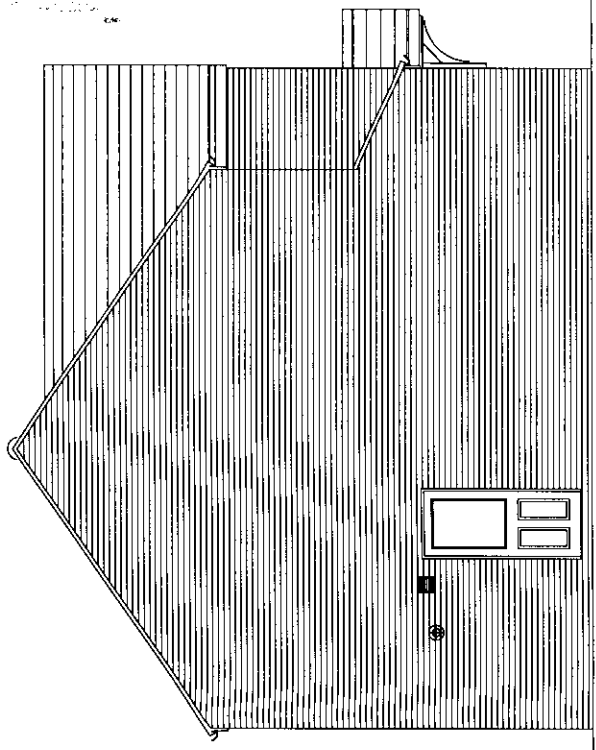
Front Elevation



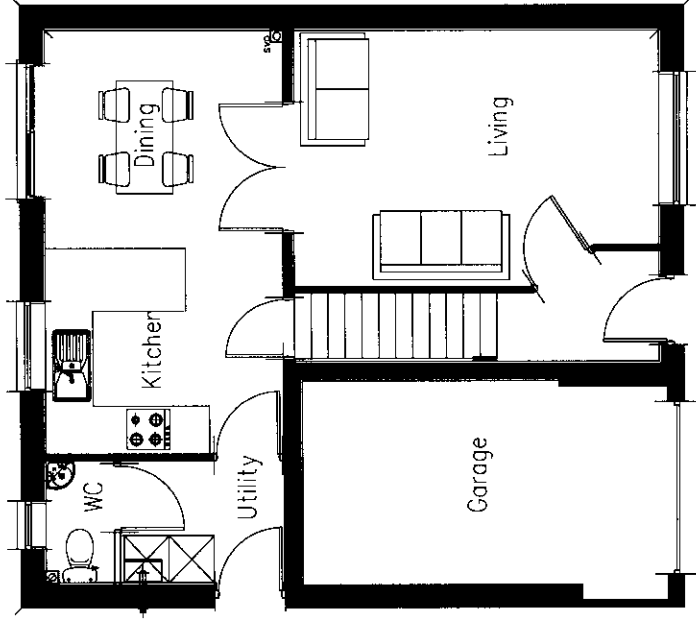
Side Elevation



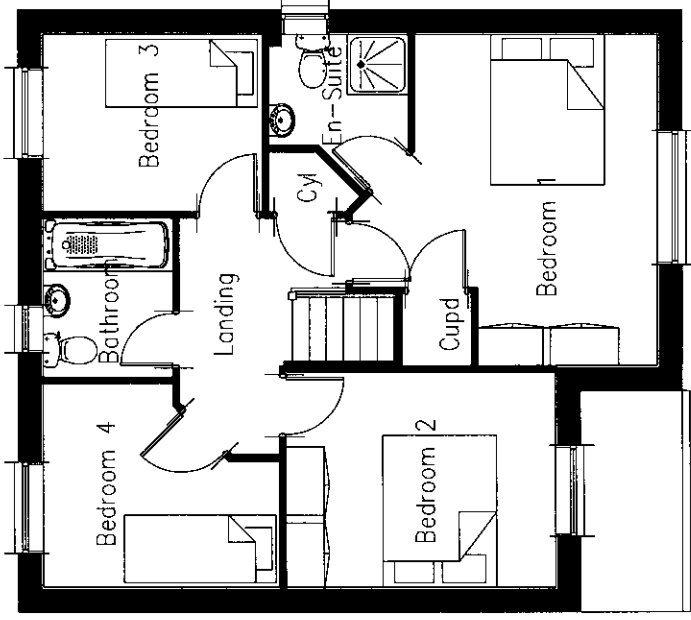
Rear Elevation



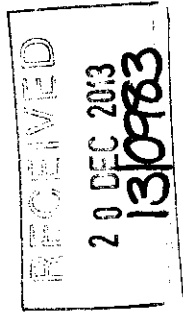
Side Elevation



Ground Floor Plan.



First Floor Plan.



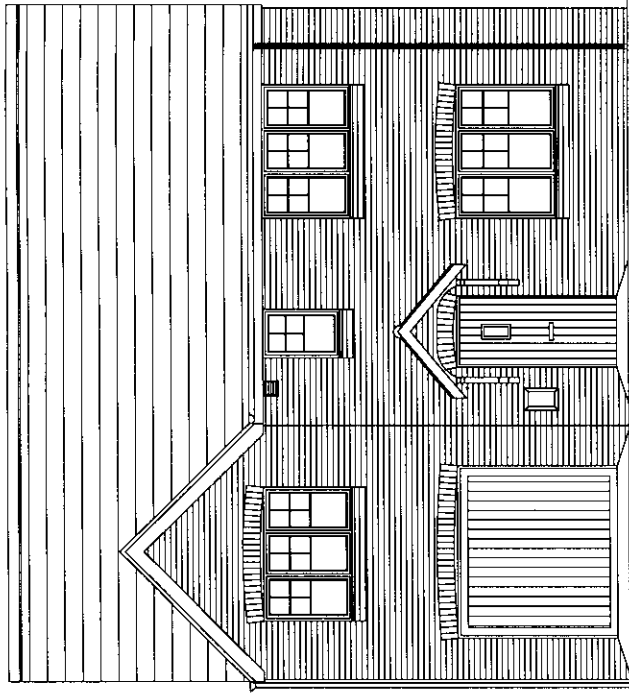
DWG REF - PHL / ROS REV -

THE ROSEBERRY HOUSE TYPE, LANCASHIRE ELEVATIONS

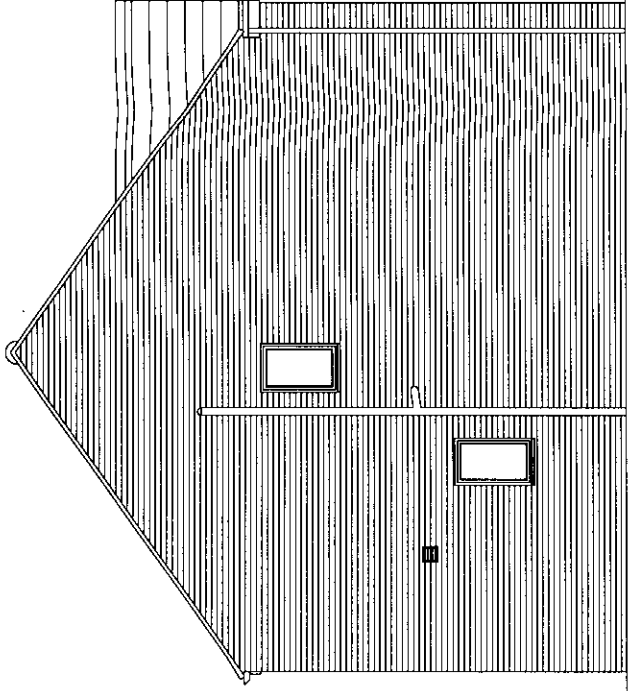
'THE ROSEBERRY' | PLANS AND ELEVATIONS | 2 STOREY | 4 BED | FOOTAGE:1096 | SCALE: 1:100



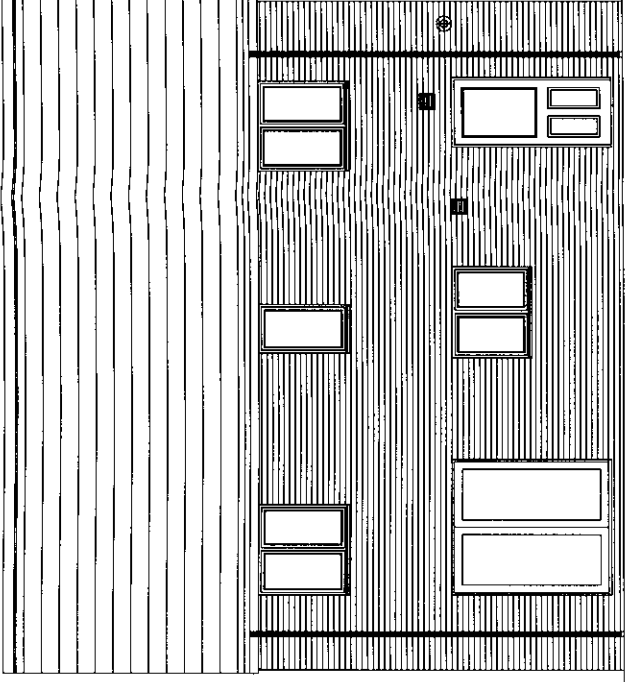
Persimmon Homes Lancashire
Persimmon House, Lancaster Business Park, Canon Road, Lancaster, LA1 3RQ
Tel: 01524 542000 Fax: 01524 542001 Web: www.persimmonhomes.com



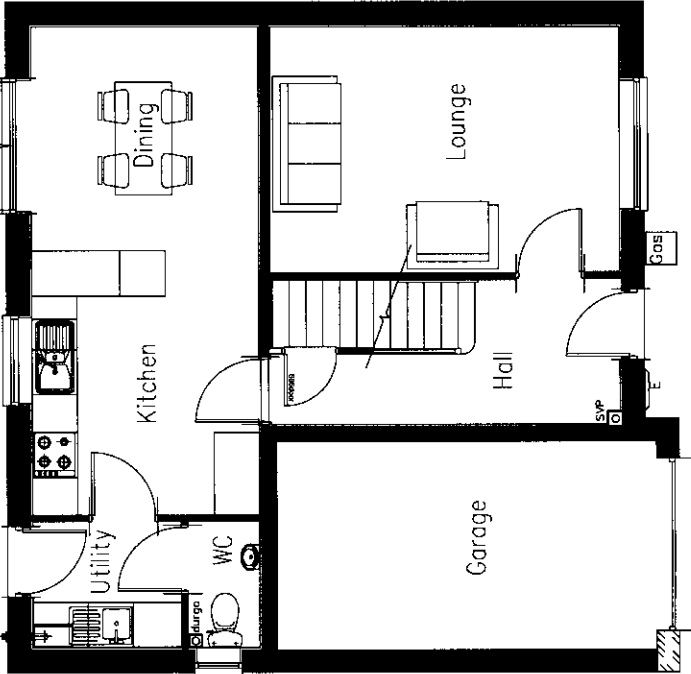
Front Elevation



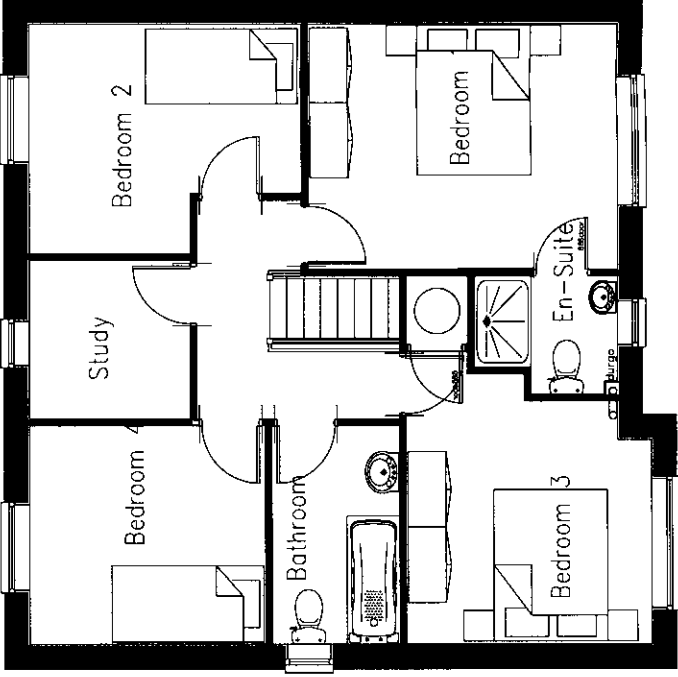
Side Elevation



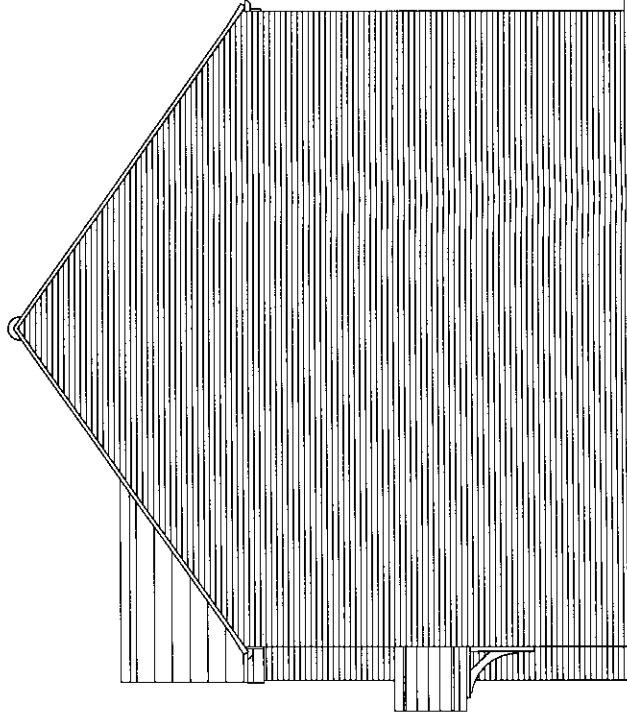
Rear Elevation



GROUND FLOOR PLAN



FIRST FLOOR PLAN.

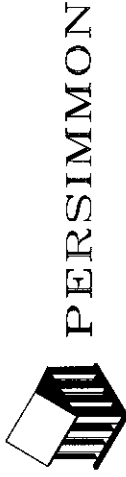


Side Elevation

DWG REF - PHL / WIN

REV -

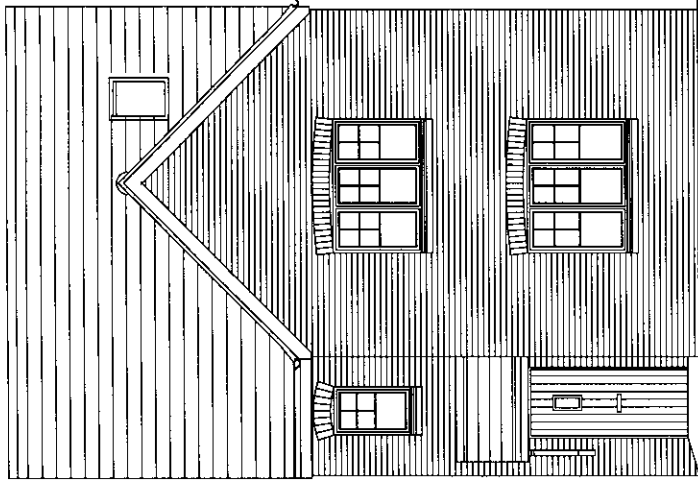
THE WINSTER HOUSE TYPE, LANCASHIRE ELEVATIONS



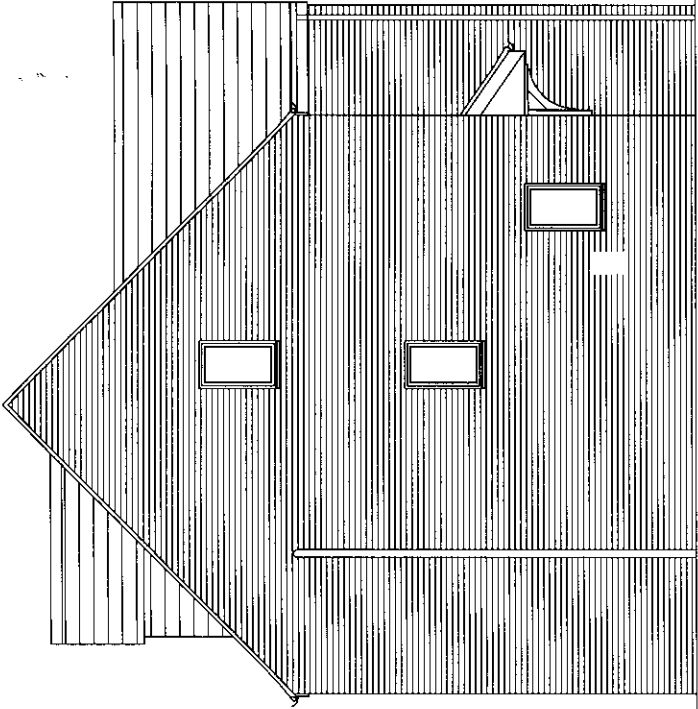
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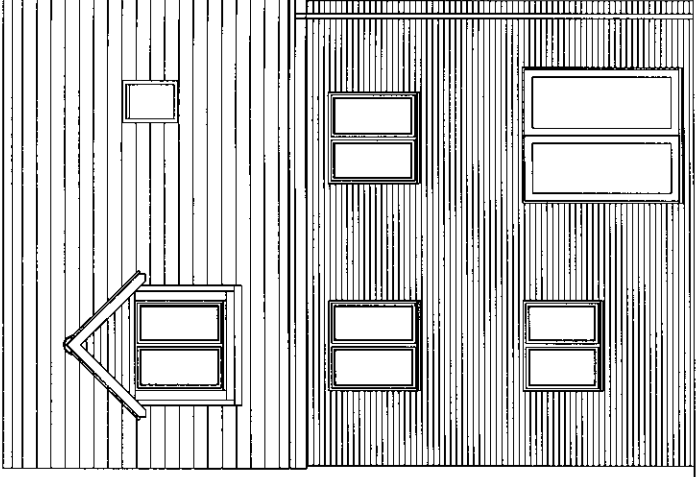
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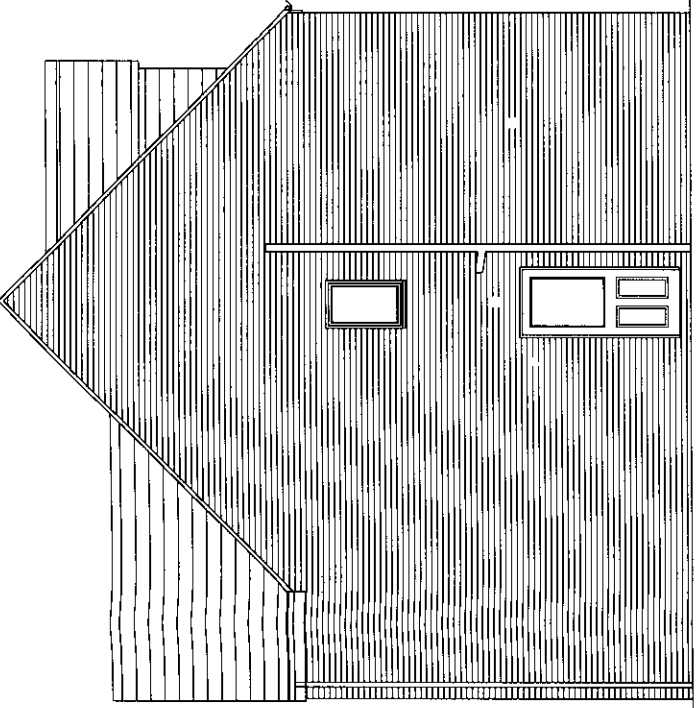
Front Elevation



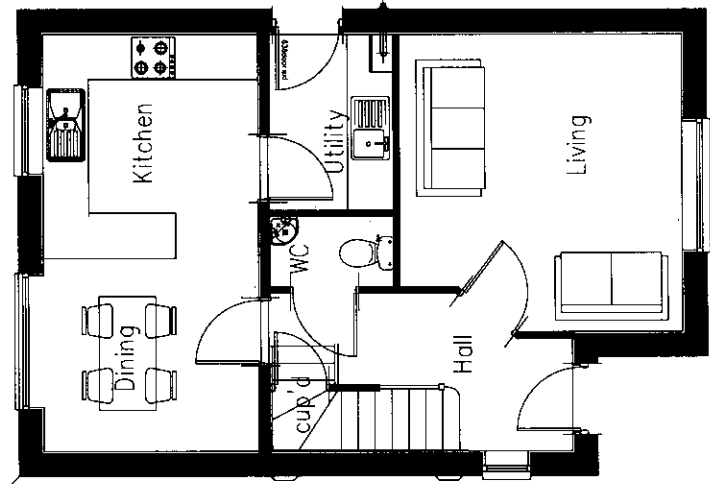
Side Elevation



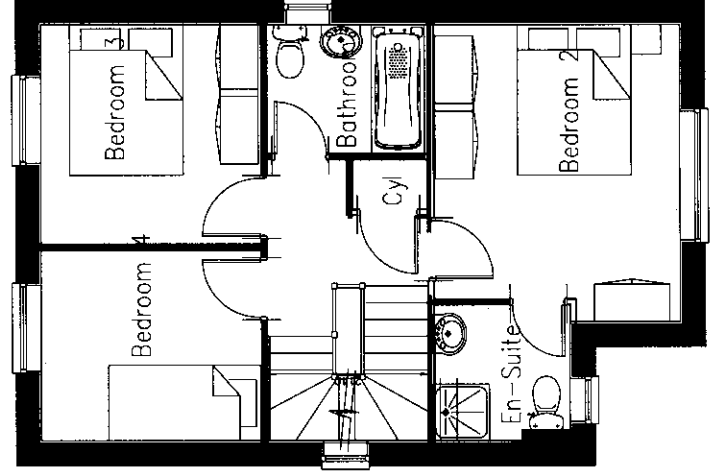
Rear Elevation



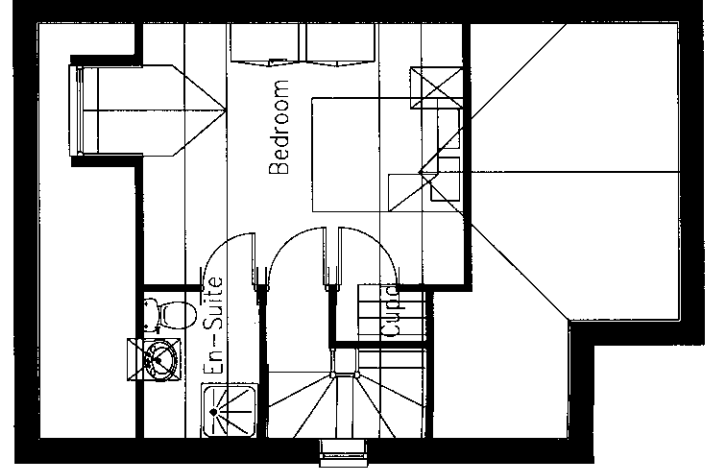
Side Elevation



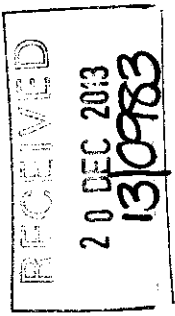
Ground Floor Plan.



First Floor Plan.



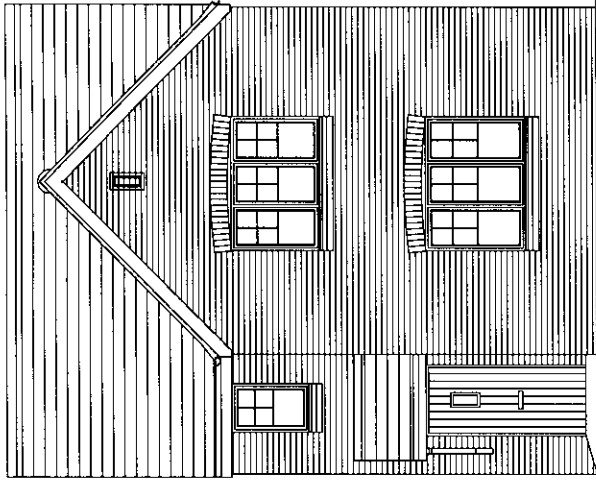
Second Floor Plan.



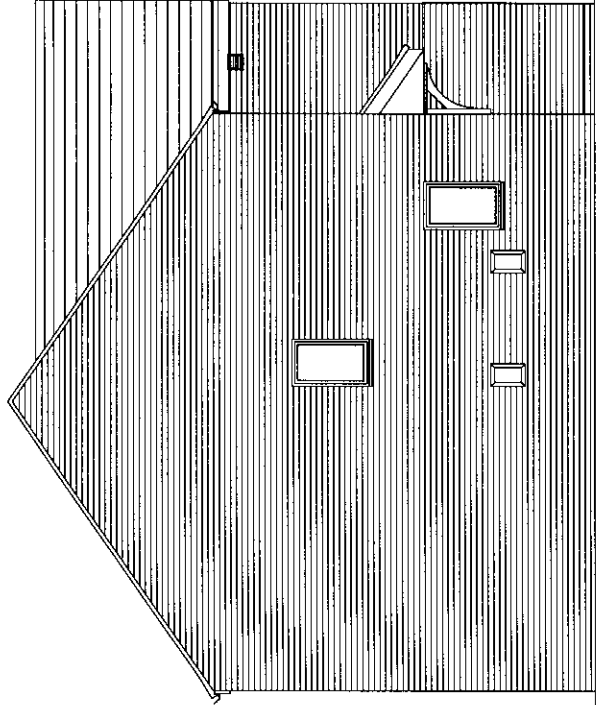
DWG REF - PHL / LUM REV -

THE LUMLEY HOUSE TYPE, LANCASHIRE ELEVATIONS

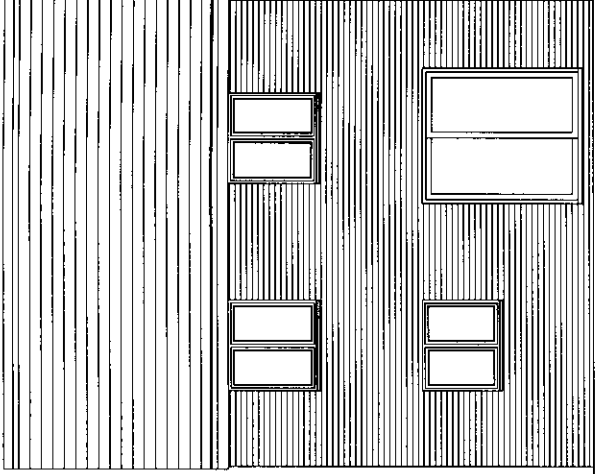
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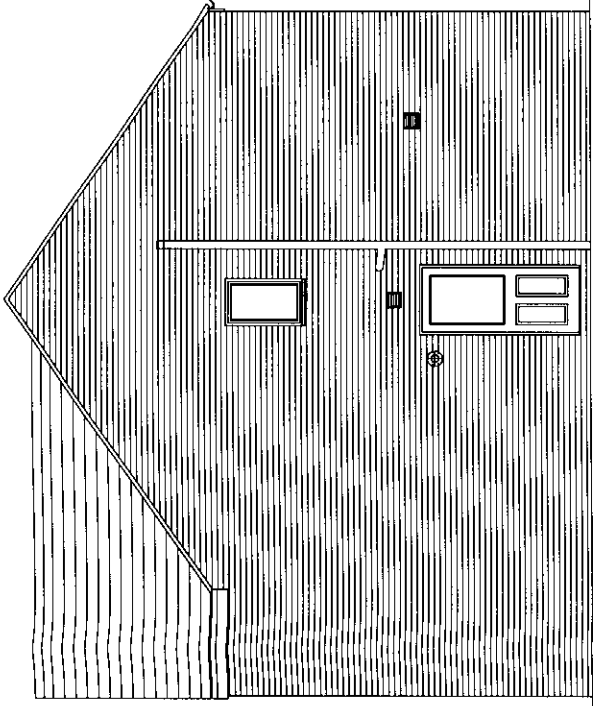
Front Elevation



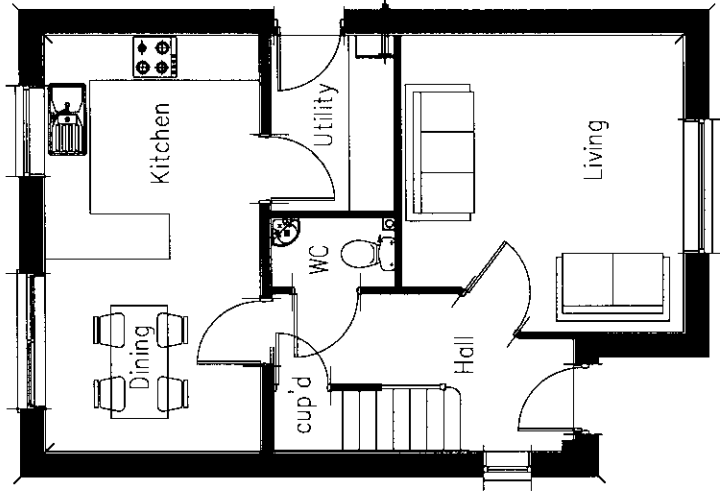
Side Elevation



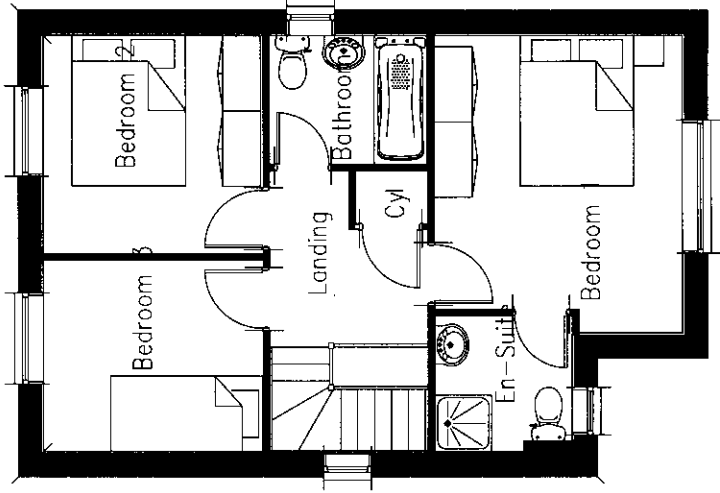
Rear Elevation



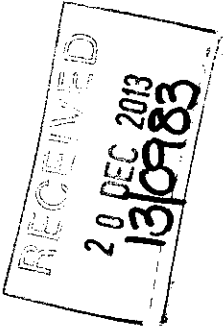
Side Elevation



Ground Floor Plan.



First Floor Plan.



DWG REF - PHL / HAT

REV -

THE HATFIELD HOUSE TYPE, LANCASHIRE ELEVATIONS

'THE HATFIELD' | PLANS AND ELEVATIONS | 2 STOREY | 3 BED | FOOTAGE: 969 | SCALE: 1:100



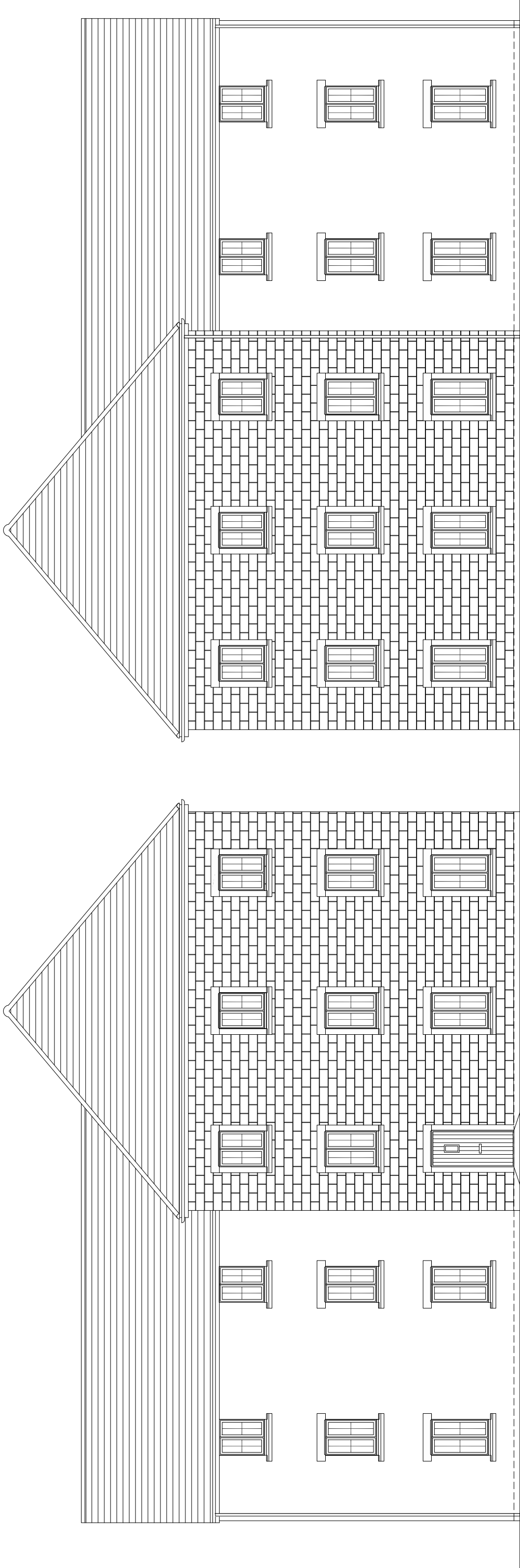
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Rev. A - Element of reconstituted stone added to elevations. 25.02.15

Rev. B - Amendments made to Stone Heads and Sills. 27.02.15



Front Elevation 1

Front Elevation 2

CONCEPT

architecture

Office No. 14/15
Gateshead IBC
Mulgrave Terrace
Gateshead
NE8 1AN
0191 - 4909238
office@concept-group.net
www.concept-group.net

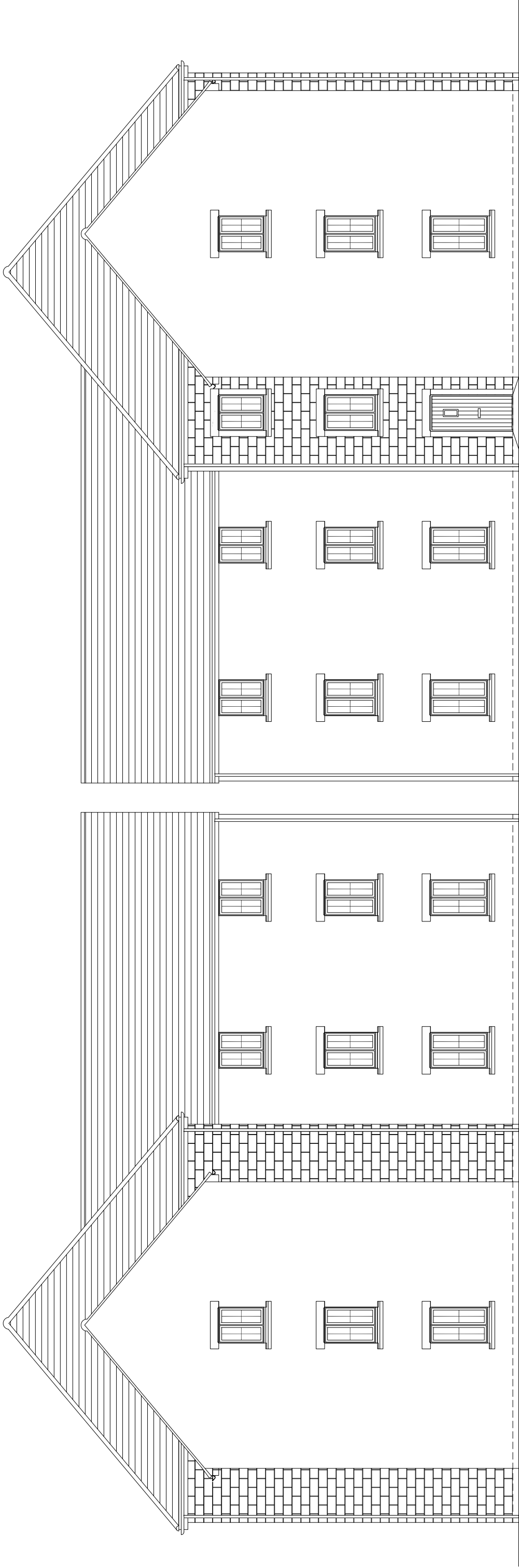
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CARLETON FARM - CARLISLE			
DRWG TITLE: APARTMENTS - SEWELLS LONNING PLANS ELEVATIONS	PROJECT NUMBER		DRAWING NUMBER
	CPT-172		APART-02
DRAWN BY:			
DATE:	DEC 2014	SHEET SIZE: A3	SCALE: 1/100
			REVISION: B

Rev. A - Element of reconstituted stone added to elevations. 25.02.15

Rev. B - Amendments to Stone Heads and Sills. 27.02.15



Rear Elevation 1

Rear Elevation 2

CONCEPT

architecture



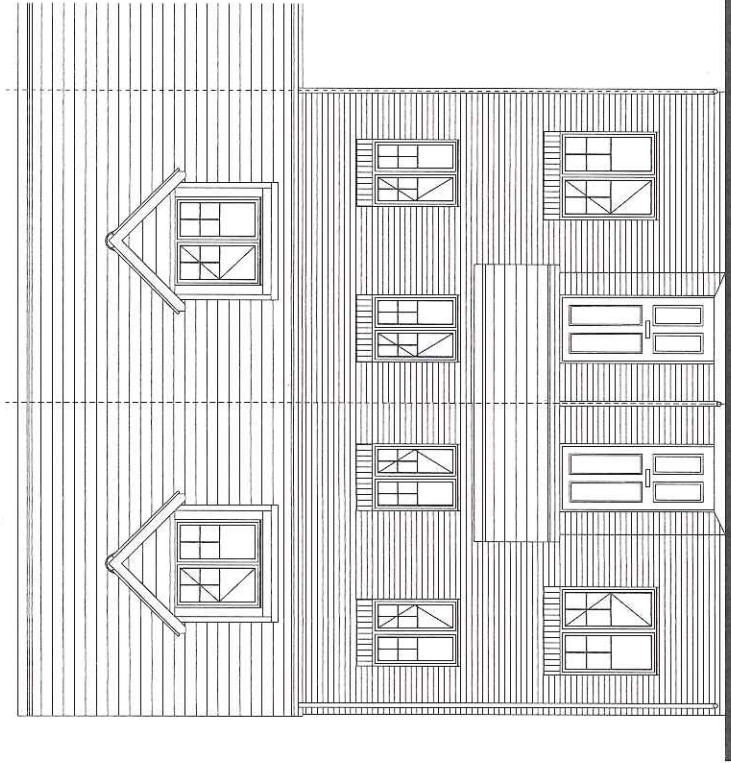
Office No. 14/15
Gateshead IBC
Mulgrave Terrace
Gateshead
NE8 1AN
0191 - 4909238
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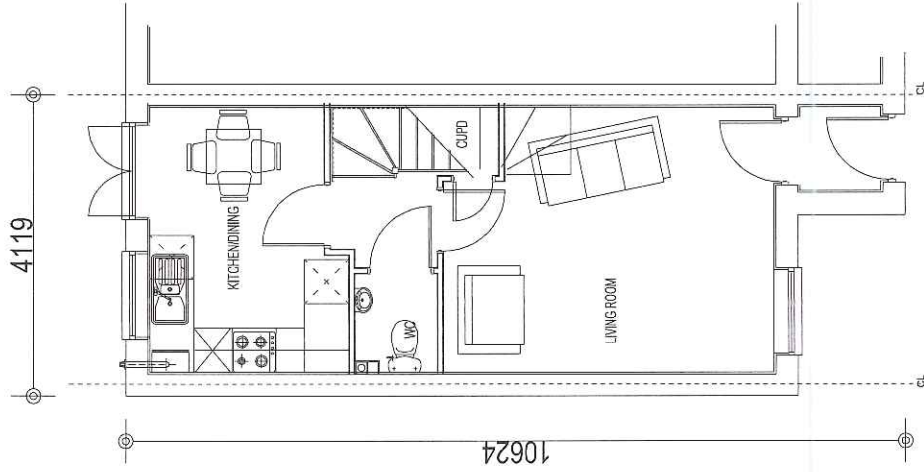
PERSIMMON

Persimmon Homes Lancashire
Persimmon House, Lancaster Business Park, Caton Road, Lancaster, LA13RQ
Tel: 01524 542 000 Fax: 01524 542 001 Web: www.persimmonhomes.com

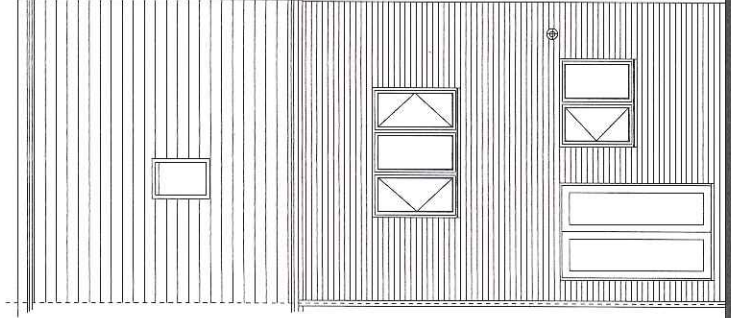
CARLETON FARM - CARLISLE			
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	CPT-172		APART-03
DRAWN BY:	SCALE: 1/100		REVISION: B
DATE: DEC 2014	SHEET SIZE: A3		



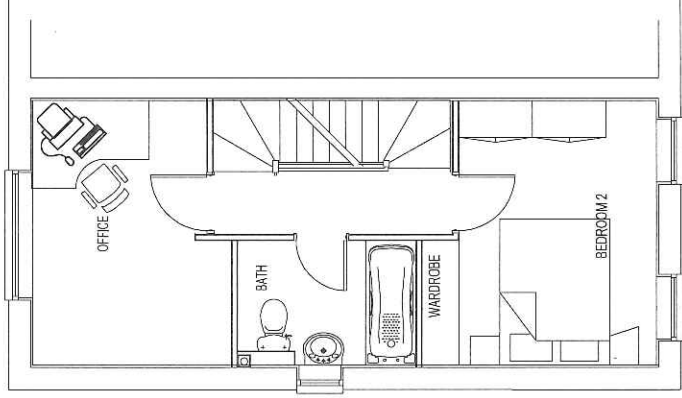
FRONT ELEVATION



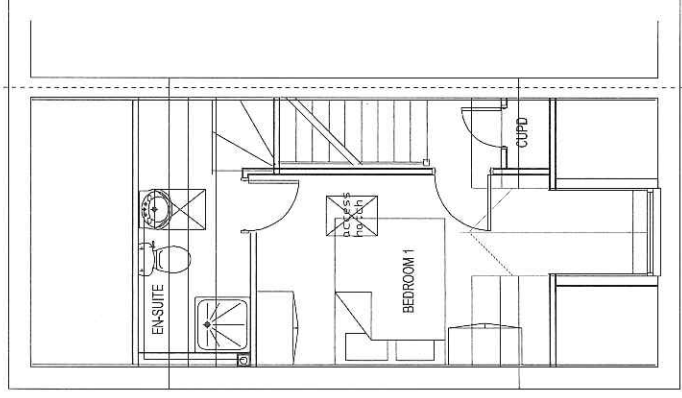
GROUND FLOOR PLAN



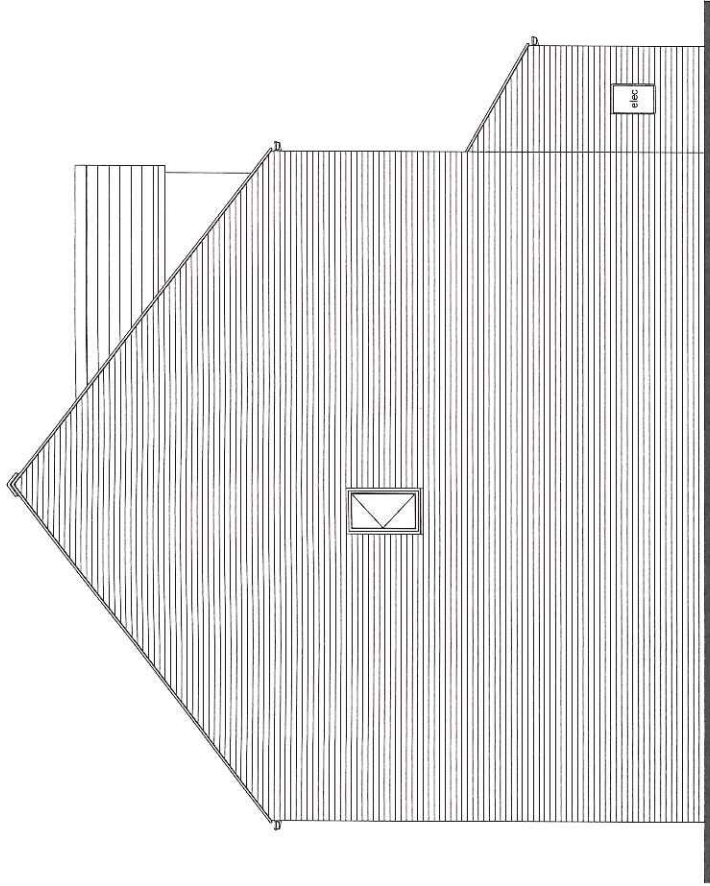
REAR ELEVATION



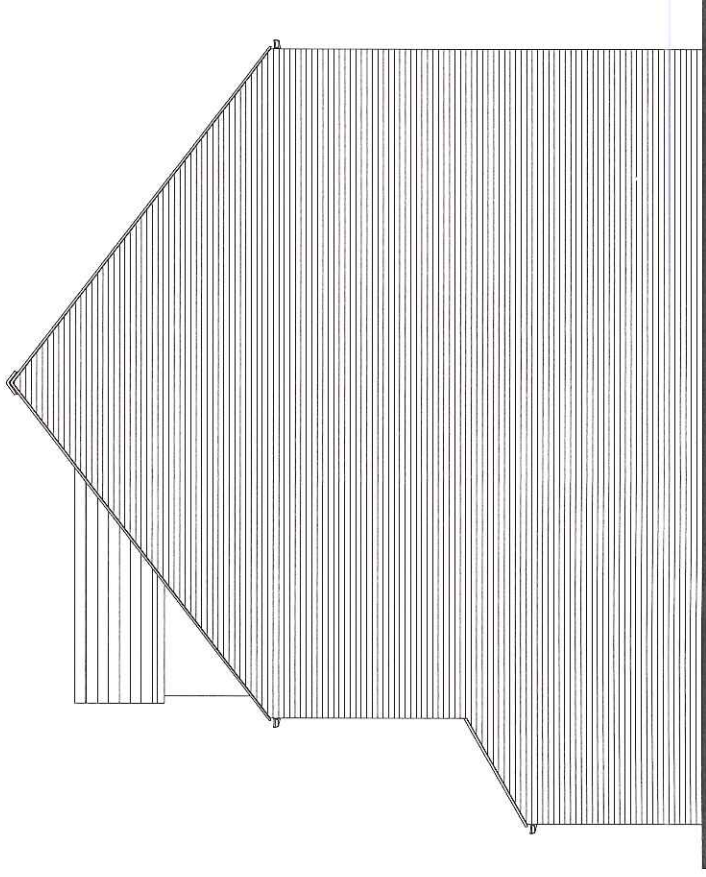
FIRST FLOOR PLAN



SECOND FLOOR PLAN



SIDE ELEVATION



SIDE ELEVATION

NOTE: HOUSE TYPE PLANS & ELEVATIONS FROM
PERSIMMON HOMES CORE RANGE



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info@cpt-group.co.uk



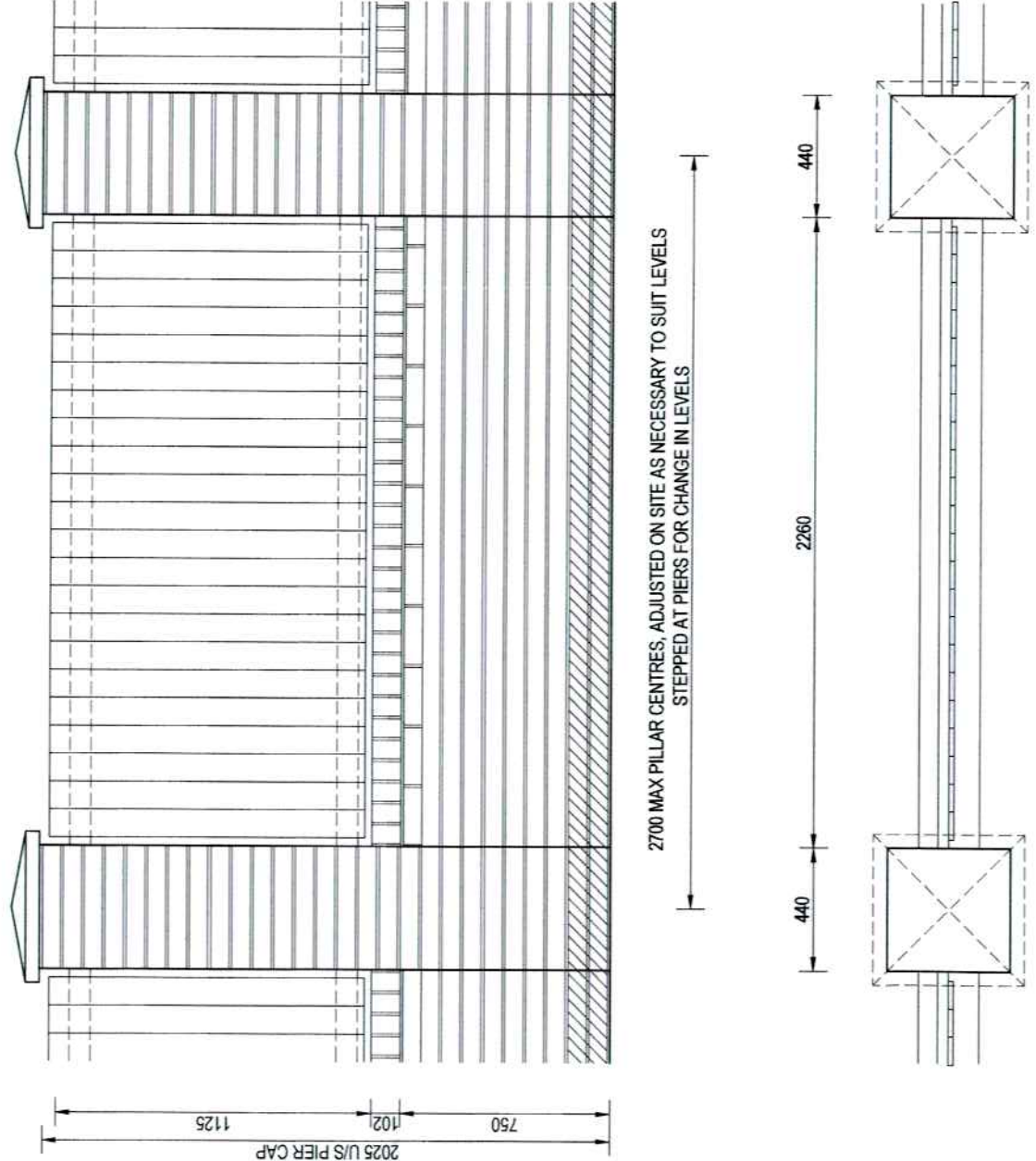
Persimmon House, Lancaster Business Park, Canon Road, Lancaster, LA1 3RQ
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SOUTER HOUSE TYPE -

DRWG TITLE:	PLANS AND ELEVATIONS	PROJECT NUMBER	DRAWING NUMBER
HEIGHT:	2.5	CPT-174	SOU-01
BEDROOMS:	2 BED	DATE:	11/07/14
SQ FOOTAGE:	932	DRAWN BY:	
		SHEET SIZE:	A3
		SCALE:	1:100
		REVISION:	

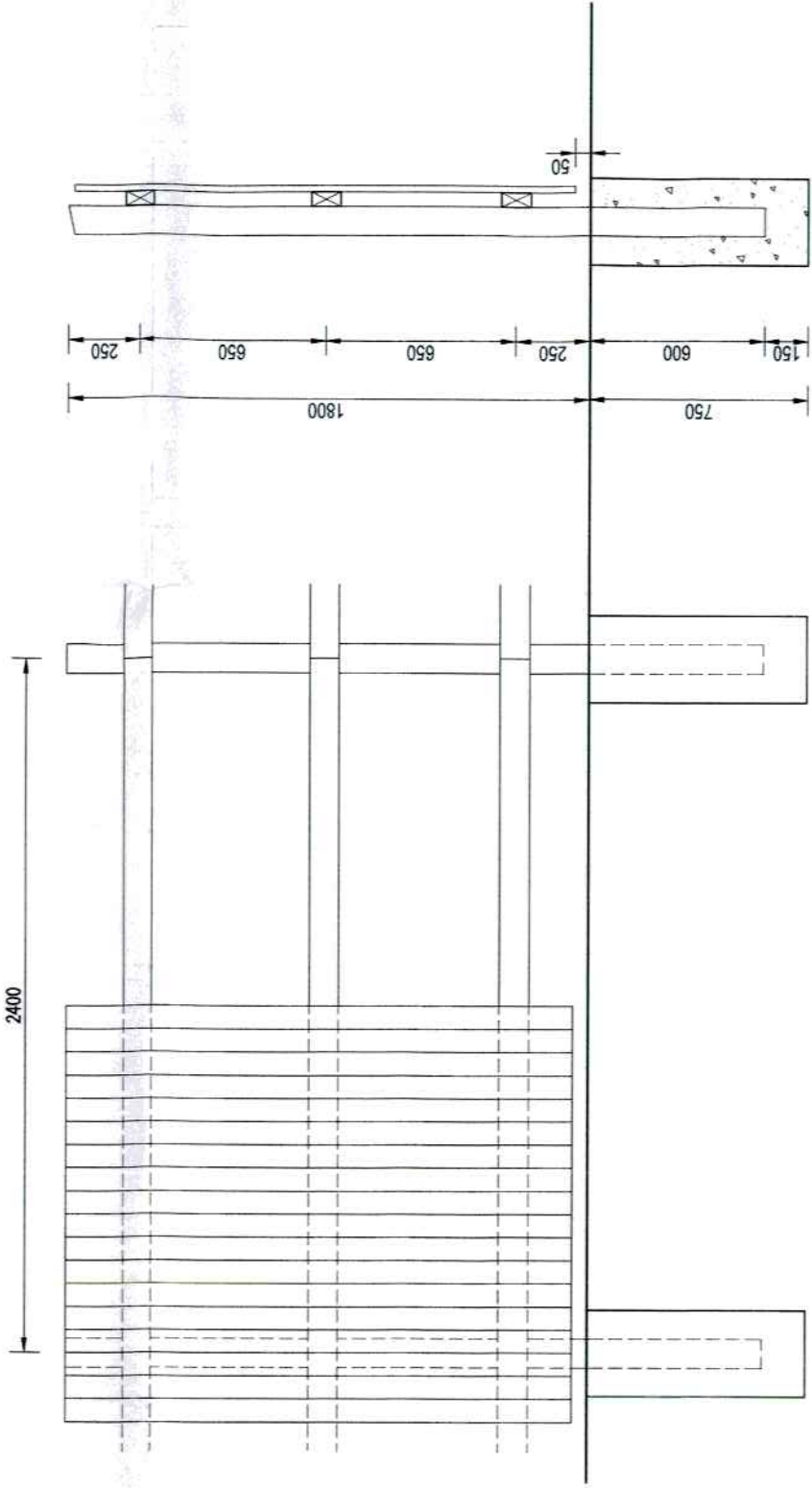
DO NOT SCALE
Do not scale this drawing. Use figured dimensions in all cases. Check all dimensions on site. Report any discrepancies to Concept Architecture Group immediately.

- 112MM HIGH CLOSE BOARDED FENCE AND DWARF WALL
- 100X10MM VERTICAL BOARDS
 - 100X10MM BRICK PILLARS
 - 40X40MM BRICK PIERS
 - 75MM HIGH BRICK DWARF WALL
 - CONTRASTING BRICK ON EDGE TO TOP OF DWARF WALL
 - ART STONE CAP TO TOP OF PIERS
 - 2 COURSE OF CONTRASTING COLOUR BRICK ABOVE F.G.L.



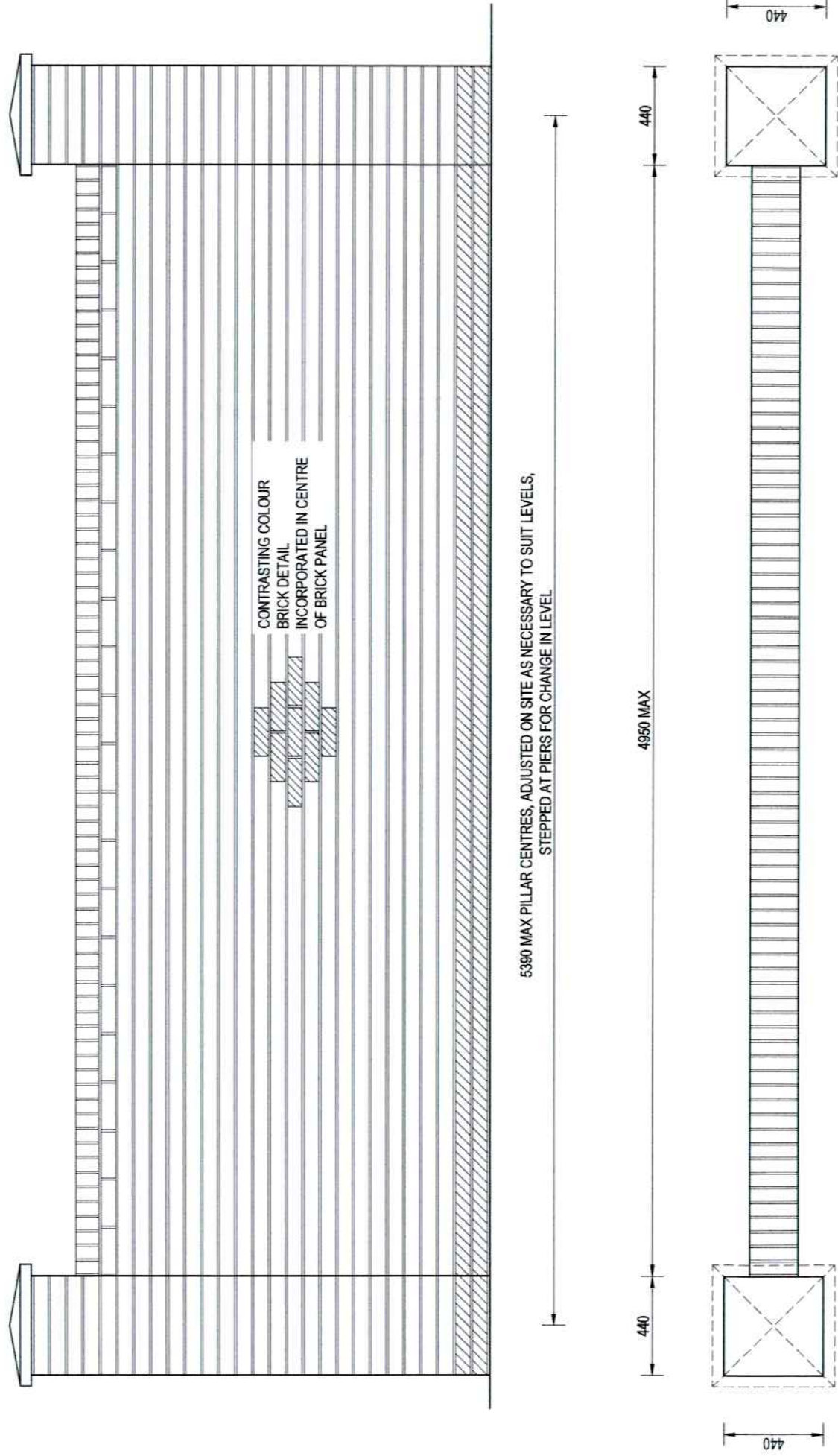
WALL TYPE 3 - BRICK DWARF WALL WITH CLOSE BOARDED TIMBER FENCE (WT3)

- 180MM HIGH TIMBER SCREEN FENCE
- FEATHER EDGED BOARDS SHALL BE CUT 2 NO. FROM 100 X 22MM
 - 100X25MM HORIZONTAL RAILS
 - 100X100MM TIMBER POSTS WITH WEATHERED TOP

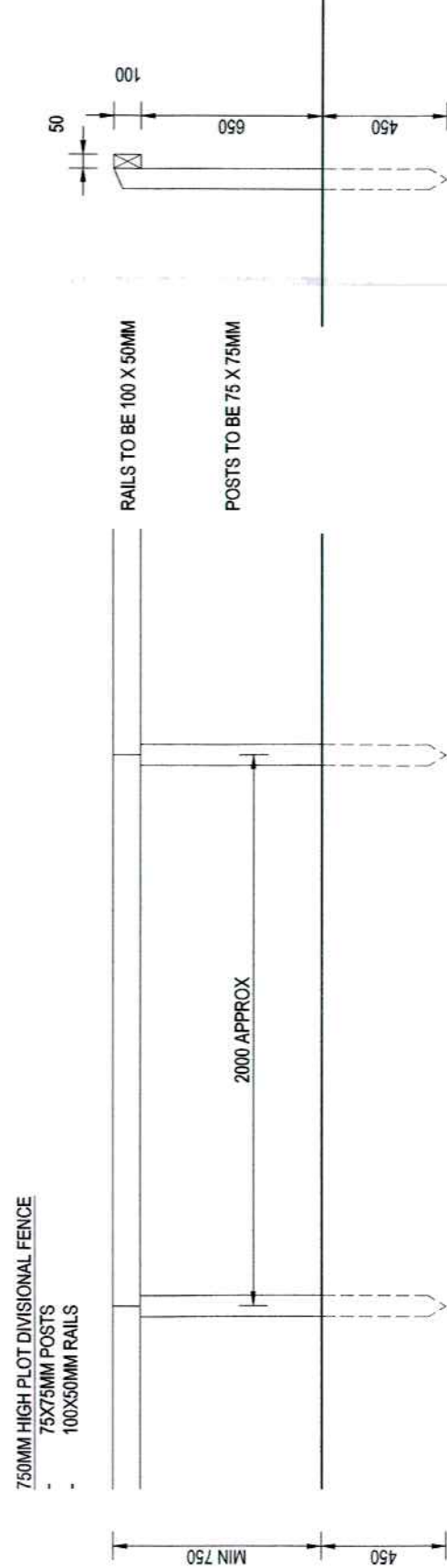


FENCE TYPE 2 - PLOT REAR BOUNDARIES (FT2)

- 180MM HIGH 215MM THICK BRICK WALL WITH CORPING AND CREASING TILE
- CONTRASTING BRICK ON EDGE TO TOP OF SCREEN WALL
 - ART STONE CAP TO TOP OF PIERS
 - 40X40MM BRICK PIERS
 - ART STONE CAP TO TOP OF PIERS
 - 2 COURSE OF CONTRASTING COLOUR BRICK ABOVE F.G.L.

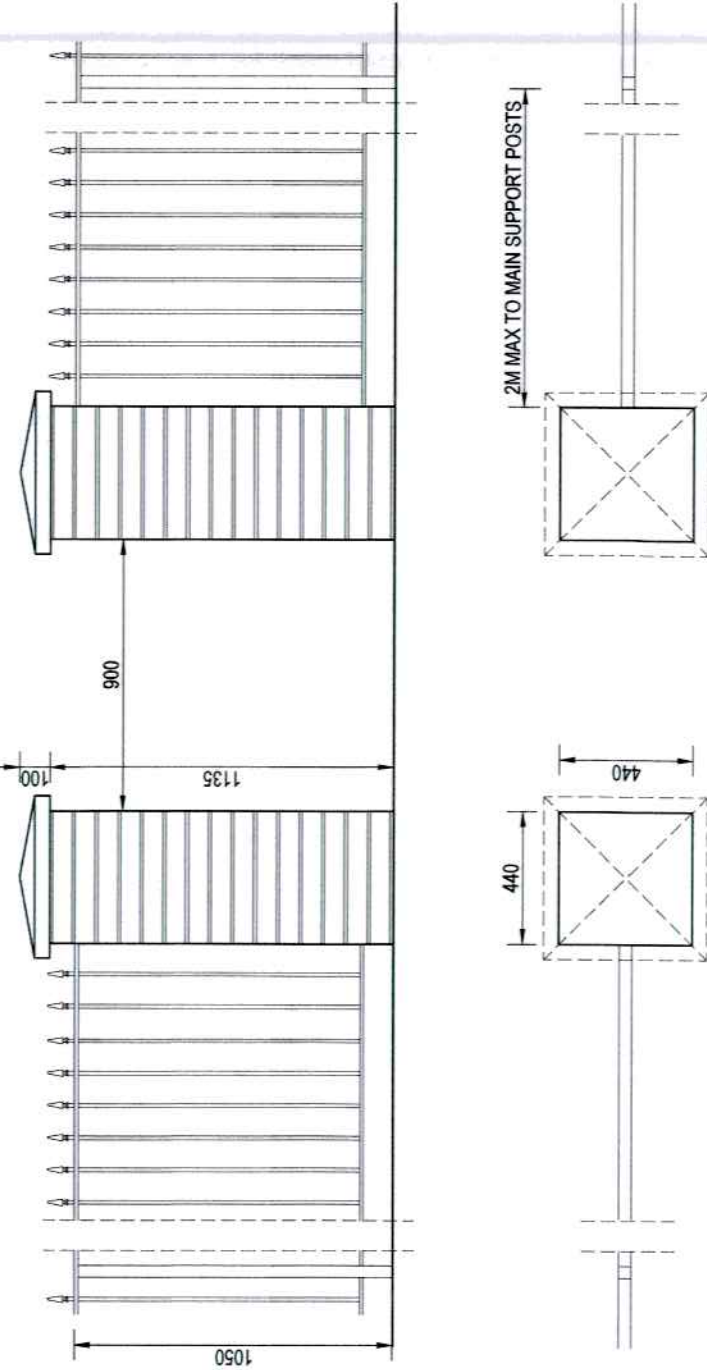


WALL TYPE 1 - 180MM HIGH BRICK WALL (WT1)



FENCE TYPE 1 - PLOT PARTY FENCE (FT1)

- 1050MM HIGH METAL RAILINGS TO PLOT FRONTAGES
- 1050MM HIGH BLACK METAL RAILINGS (MS PLATS) MAX SPACING BETWEEN RAILINGS TO BE 90MM
 - 100X10MM BRICK PILLARS
 - 40X40MM BRICK PIERS 1025MM LUS PER CAP
 - ART STONE CAP TO PIERS



FENCE TYPE 4 FRONT CURTILAGE METAL RAILINGS (FT4)



status	PLANNING
job / client	RESIDENTIAL DEVELOPMENT AT CARLETON FARM, CARLEBLE FOR PERSIMMON HOMES LANCASHIRE
drawing title	PROPOSED BOUNDARY TYPES

project no.	drawing no.	revision	date
CPT-172	PUS	-	11.07.12
scale	drawn by	sheet size	
1:25	GRAYNE	A1	
Office No. 13	Office No. 13C	Office No. 13C	
Mulgrave Terrace	Gateshead	Gateshead	
NE3 1AN			

0191 - 4909238
office@concept-group.net
www.concept-group.net





REV	DESCRIPTION	BY	CHK	APP	DATE
-----	-------------	----	-----	-----	------

Client:

2 St. JAMES GATE
NEWCASTLE UPON TYNE
TYNE & WEAR
NE1 4AD

TEL: +44 (0)191 255 7
FAX: +44 (0)191 255 7
e-mail: newcastle@wyg.co.uk

Project

PROPOSED SEWELLS LONNING IMPROVEMENTS

© WYG Group Ltd

Ivory Render

Coastal Wailing

Woodland Mix

Crofters Meadow

Full Stone Window Surround

Note: Garage finishes are to be in-line with main plots.

Revision 02/20

Amendment

1/1/20

Development

Location

Working Name

Drawing Title

Drawing Number

Revision

Drawn By

Checked By

Carleton Farm

Carlisle

Finishes Layout Plan

627.307

Scale: 1:1500

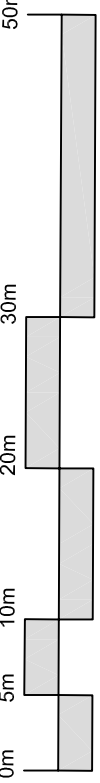
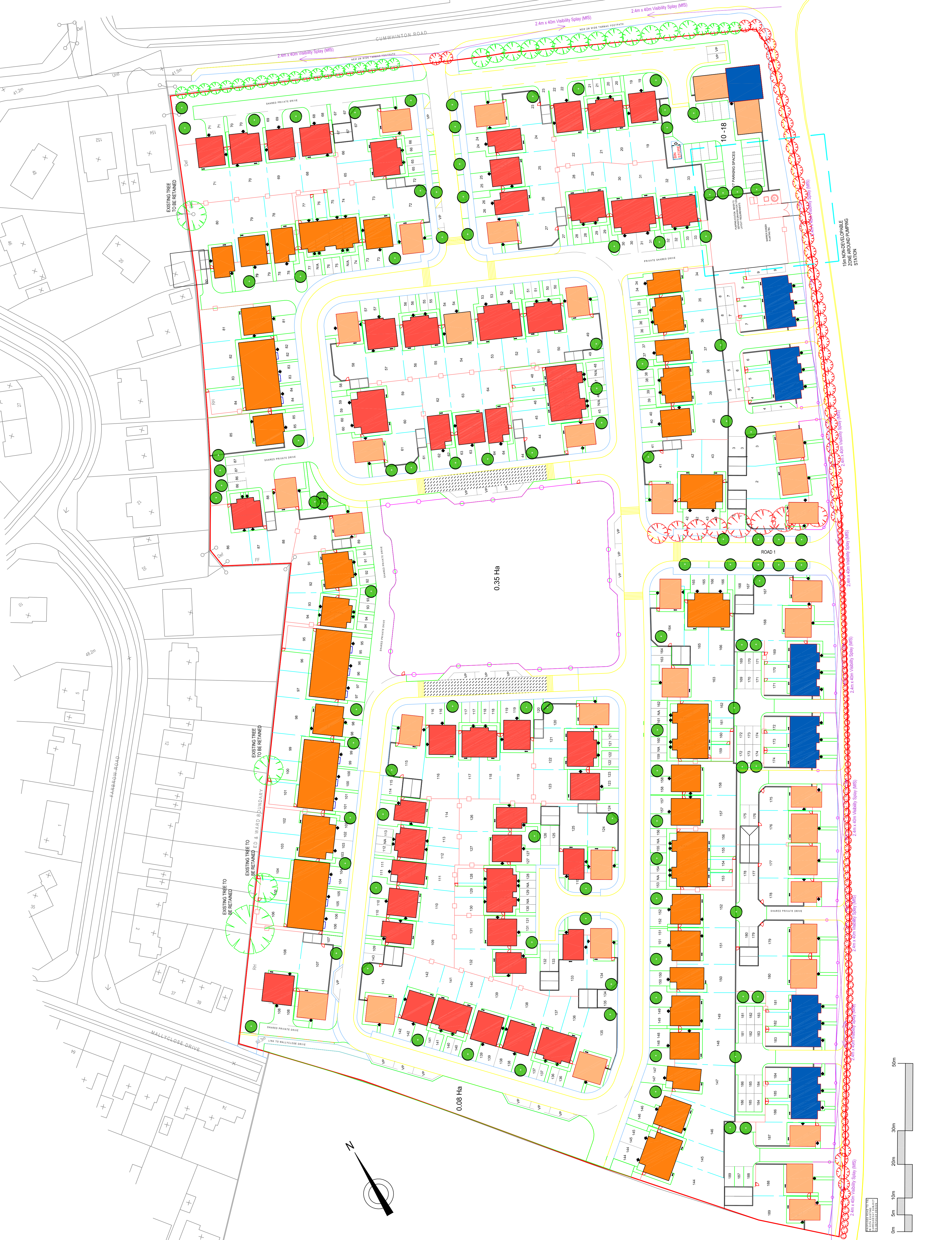
Date issued: 02.02.15

Date

PERSIMMON

Persimmon Homes Lancashire

Plot 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



DATED _____ **2014**

THE COUNCIL OF THE CITY OF CARLISLE (1)
PERSIMMON HOMES LIMITED (2)

AGREEMENT AND PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to

Land at Carleton Farm, Carlisle

THIS AGREEMENT is made

2014

BETWEEN:-

- (1) **THE COUNCIL OF THE CITY OF CARLISLE** of Civic Centre, Carlisle, CA3 8QG (the "Council")
- (2) **PERSIMMON (SHL) LIMITED** (Company No. 5525338) whose registered office is at Persimmon House, Fulford, YORK, YO19 4FE (the "Owner")

1 DEFINITIONS

- 1.1 In this Agreement the following words and phrases have the following meanings unless the context otherwise demands:-

"Affordable Dwellings"	means together the 22 Affordable Rented Dwellings and the 32 Discount Sale Dwellings included in the Site and reference to "Affordable Dwelling" shall be construed accordingly;
"Affordable Housing"	means housing which is available to specified eligible persons who are unable to afford housing locally on the open market;
"Affordable Rent"	means a rent which is comparable to the average rents charged in the Council's administrative area by Registered Providers for properties of an equivalent type age and floor area to the Affordable Rented Dwellings and which sum shall be agreed between the Owner and the Registered Provider for lettings in accordance with Government Target Rents at the time and thereafter any increases or decreases shall be in accordance with the Registered Provider's rent setting policy and the Homes and Communities Agency's guidance at the time;
"Affordable Rented Dwellings"	means the 54 Dwellings of Affordable Housing that will be provided in such locations as may be agreed in writing with the Council in accordance with the provisions of paragraph 1.1 of the First Schedule (such agreement not to be unreasonably withheld or delayed) and which will be offered for transfer to a Registered Provider at the Affordable Rented Dwelling Price and let to Approved Persons in accordance with its objectives and reference to "Affordable Rented Dwelling" shall be construed accordingly;

"Affordable Rented Dwelling Price"	means a price that will enable the Registered Provider to charge an Affordable Rent;
"Application"	means the planning application received by the Council on 13/12/13 and registered under reference number 13/0983 for the erection of 189 dwellings and associated access, parking, engineering works and landscaping;
"Approved Person"	a person or persons identified in accordance with the Council's sale register criteria and the criteria in paragraph 1.32 of the First Schedule and reference to "Approved Persons" shall be construed accordingly;
"Director of Economic Development"	means the Director of Economic Development of the Council for the time being or such other officer of the Council nominated by him / her for the purposes of this Agreement;
"Commencement of Development"	means the date upon which the Development or a phase of the Development as the case may be shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation specified in Section 56 of the 1990 Act Save That the term "material operation" shall not include operations in connection with any work of or associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of contractors work compound erection of site office erection of fencing to site boundary and reference to "Commence Development" shall be construed accordingly;
"Development"	means the redevelopment of the Site in accordance with the Planning Permission;
"Discount Sale Dwellings"	means 32 Dwellings of Affordable Housing that which shall be provided in such locations as may be agreed in 'writing with the Council in accordance with the provisions of paragraph 1.1 of the First Schedule (such agreement not to be unreasonably withheld or delayed) for shared ownership, shared equity, discounted sale, sub-market rent, rent to buy, or any such other form of intermediate affordable housing that meets the criteria of the NPPF (or any future guidance that replaces it) and which will be either offered by the Owner to Approved Persons at the Discount Sale Dwelling Price or offered for transfer to a Registered Provider at the Discount

	Sale Dwelling Price for transfer to Approved Persons in accordance with its objects and reference to "Discount Sale Dwelling" shall be construed accordingly;
"Discount Sale Dwelling Price"	means a price that is 80% of the Market Value for an Equivalent Open Market Dwelling for each of the Discount Sale Dwellings;
"Disposal"	means the sale of a Discount Sale Dwelling and includes any re-sale and reference to "Dispose" shall be construed accordingly;
"District"	means the administrative district of Carlisle;
"Dwellings"	means residential units that may be built on the Site pursuant to the Planning Permission and reference to "Dwelling" shall mean any of the Dwellings;
"Eligible Purchaser"	means a person having local connections and proven or identified need which shall be conclusively presumed in the case of a person who:- <ol style="list-style-type: none"> 1. was born in any of the Urban Wards of Carlisle or the District (as the case may be); 1.2. has lived in any of the Urban Wards of Carlisle or the District (as the case may be) for a continuous period of at least three (3) years up to and including the date on which a Disposal is agreed, subject to contract; or 1.3. has worked in any of the Urban Wards of Carlisle or the District (as the case may be) for a continuous period of at least three (3) years up to and including the date on which a Disposal is agreed, subject to contract; or 1.4. is by blood or marriage a member of the family of a person who falls or (in the case of any such relationship to a deceased person) would if such person were living fall within one of the above categories; or 1.5. has, immediately before the date on which a Disposal is agreed, accepted an offer of permanent employment in any of

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	the Urban Wards of Carlisle or the District; or
	4.6. has any other reason for living in any of the Urban Wards of Carlisle or the District which is approved by the Council; and
	4.7. has registered an interest in living in any of the Urban Wards of Carlisle or the District and is on the housing register maintained by the Local Housing Authority and/ or any Registered Provider operating in the District;
	and reference to "Eligible Purchasers" shall be construed accordingly;
"Government Target Rents"	means the target rents published by the Homes and Communities Agency as amended from time to time;
"Homes and Communities Agency"	means the Homes and Communities Agency or the Tenant Services Authority as may be applicable or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
"Independent Chartered Surveyor"	means a member of the Royal Institution of Chartered Surveyors with at least 10 years post qualification experience of housing development as may be proposed by the Owner and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and "Independent Chartered Surveyors" shall be construed accordingly;
"Management Company Policy"	means a written document prepared by the Owner and setting out the arrangements for setting up of a Management Company for the management of the maintenance of the areas of Public Open Space within the development site and including a process for review of the policy from time to time;
"Market Value"	means a figure calculated having regard to the estimated amount for which a relevant dwelling should sell on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing

	wherein the parties had each acted) knowledgeably, prudently and without compulsion;
"Member of that person's family"	means a member of family as defined in Section 186 of the Housing Act 1985 or any statutory repeal and re-enactment of that section;
"Occupation"	means the beneficial occupation for the purposes permitted by the Planning Permission but shall exclude occupation for the purposes of fit out or marketing;
"Off-Site Hedgerow Contribution"	means the sum of £5,000 (five thousand pounds) to be paid to the Council by the Owner to be used by the Council within its reasonable discretion towards the provision of offsite hedgerows in the vicinity of the Site, the need for which is generated by the Development;
"Open Market Dwellings"	means the Dwellings to be constructed on the Site pursuant to the Planning Permission excluding the Affordable Dwellings and reference to "Open Market Dwelling" shall be construed accordingly;
"Planning Permission"	means a planning permission to be granted for the Development pursuant to the Application substantially in the form attached as the Third Schedule;
"Practical Completion"	means the stage when the Affordable Dwellings have been constructed and fitted out and are ready for Occupation;
"Public Open Space"	means the publicly accessible green and/or open space to be provided within the Development by the Owner in accordance with paragraph 3 of the First Schedule;
"Public Open Space Scheme"	means a written detailed scheme relating to the provision and subsequent maintenance of the Public Open Space (and publicly accessible greenspace) and detailing those matters set out in paragraph 4.1 of the First Schedule;
"Registered Provider"	means a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered by the Tenant Services Authority under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the

Homes and Communities Agency for receipt of social housing grant as may be proposed by the Owner and approved by the Council (such approval not to be unreasonably withheld or delayed) and to which the Affordable Dwellings shall pursuant to the obligations in this Agreement be offered for transfer and reference to "Registered Providers" shall be construed accordingly;

“Site”

means all that piece or parcel of land situated at and known as land and buildings at Carleton, Carlisle which is registered at the Land Registry under Title Number CU216928 and shown edged in red for identification purposes only on the attached location plan;

"Working Day"

means any day except Saturdays Sundays or a bank holidays and reference to "Working Days" shall be construed accordingly;

“1990 Act

means the Town and Country Planning Act 1990 (as amended) (or as redefined by any amendment, replacement or re-enactment of such Act).

1.2 Clause headings are for reference only and shall not affect the construction of this Agreement.

- | ~~1.21.3~~ Where more than one person is included in the expressions "the Council" and "the Owner" agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.
- | ~~1.21.4~~ Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.
- | ~~1.21.5~~ Any covenant by the Owner to do something shall be deemed to include a covenant to procure the doing of that act or thing.
- | ~~1.21.6~~ Subject to clause 3.13 covenants and obligations made or assumed by any party shall be binding and enforceable against his her or its successors in title heirs and assigns.
- | ~~1.21.7~~ The masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa.
- | ~~1.21.8~~ A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it.
- | ~~1.21.9~~ A reference to a clause paragraph or schedule is a reference to a clause paragraph or schedule contained in this Agreement.

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2 RECITALS

2.1 The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Site is situated and is the authority by whom the obligations hereby created are enforceable.

~~2.12.2~~ The Application was submitted to the Council on behalf of the Owner for planning permission for the Development.

~~2.12.3~~ The Council is minded to grant planning permission for the Development subject to the making of this Agreement without which Planning Permission would not have been granted.

~~2.12.4~~ The Owner by entering into this Agreement binds its interest in the Site and does so to create planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Agreement.

~~2.12.5~~ The Council and the Owner agree that Reg 122 Community Infrastructure Regulations 2010 have been complied with.

3 OPERATIVE PROVISIONS

3.1 This Agreement is a planning obligation made pursuant to Section 106 of the 1990 Act and all other powers so enabling and, subject to clause, 3.14 may be enforced by the Council in respect of the Owner's covenants in the First Schedule against the Owner and anyone deriving title from the Owner.

~~3.13.2~~ The Owner covenants with the Council so as to bind its interest in the Site to comply with the planning obligations in the First Schedule.

~~3.13.3~~ The Council covenants with the Owner to comply with its obligations contained in the Second Schedule.

~~3.13.4~~ The planning obligations in this Agreement shall not become effective until the following conditions are satisfied:

3.4.1 the Planning Permission has been granted; and

3.4.2 (except where stated otherwise in this Agreement) the Commencement of Development.

3.5 The expression "the Council" shall include any successor to the Council as local planning authority and subject to clause 3.13 the expression the "Owner" shall where the context so admits be deemed to include its respective successors in title.

~~3.53.6~~ Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with clause 3.7 to the determination of an Independent Chartered Surveyor.

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- 3.53.7 Any reference to an Independent Chartered Surveyor in accordance with clause 3.6 shall be to a reputable chartered surveyor unconnected to any of the parties hereto) and experienced in commercial development matters who shall be agreed between the parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy and the decision of such Independent Chartered Surveyor shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error) and if the parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any Independent Chartered Surveyor shall act as an expert pursuant to the terms of this clause 3.7 then each of the parties to the dispute shall be entitled to submit to him representations and cross representations with such supporting evidence as they shall consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Independent Chartered Surveyor himself) shall be paid.
- 3.53.8 If the Planning Permission shall expire before the Commencement of Development or shall at any time be modified (without the consent of the Owner) or revoked or quashed following a successful legal challenge this Agreement shall terminate and cease to have effect and the Council shall immediately remove any entry relating to this Agreement from the Register of Local Land Charges.
- 3.53.9 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.
- 3.53.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.
- 3.53.11 The obligations hereby created shall be registered as a Local Land Charge.
- 3.53.12 No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.
- 3.53.13 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement:-
- 3.13.1 occurring after he or it has parted with his or its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
- 3.13.13.2 if he shall be an occupier or tenant of any of the Dwellings or a purchaser of an individual Dwelling
- 3.13.13.3 if he or it shall be a purchaser or lessee of a site or sites required for statutory infrastructure purposes in relation to the Development.

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3.14 The Council will on the reasonable written request of the Owner at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof and / or at any reasonable time after all of the planning obligations under this Agreement have been fulfilled or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof and thereafter cancel all relevant entries in the Register of Local Land Charges.

| ~~3.14~~3.15 The Owner shall pay to the Council on completion of this Agreement the reasonable legal costs incurred in the negotiation, preparation and execution of this Agreement such fees not to exceed £

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

FIRST SCHEDULE
("the Owner's Planning Obligations")

The Owner covenants with the Council: -

1 AFFORDABLE HOUSING

1.1 Prior to the Commencement of Development to submit to the Council for approval a scheme and plan indicating the phasing of the Development and prior to the Commencement of Development of the respective phase(s) to submit to the Council a scheme and plan showing the locations of the Affordable Dwellings ("**Affordable Dwelling Location Scheme**") PROVIDED THAT it is agreed that if the Council does not approve or notify the Owner of its comments on the Affordable Dwelling Location Scheme within 20 Working Days of receipt of the Affordable Dwelling Location Scheme from the Owner it shall be deemed that the Council has approved the Affordable Dwelling Location Scheme submitted by the Owner

~~1.1.2~~ Upon receipt of the Council's approval or deemed approval to the Affordable Dwelling Location Scheme pursuant to paragraph 1.1 of this Schedule the Owner shall provide the Affordable Dwellings in the locations shown in the approved Affordable Dwelling Location Scheme (subject to any variations that may be agreed in writing from time to time between the Council and the Owner) and in accordance with the following provisions of paragraph 1 of this Schedule

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~~1.1.3~~ Save unless the terms of paragraphs 1.12 or 1.23 and/or 1.30 of this Schedule apply not to:

1.3.1 allow the Occupation of more than 70% of the Open Market Dwellings to be provided within a phase until 50% of the Affordable Dwellings to be provided within that phase have been constructed and made ready for residential occupation and written notification of such has been received by the Council; and

~~1.3.1.3.2~~ allow the Occupation of more than 90% of the Open Market Dwellings to be provided within a phase until all of the Affordable Dwellings to be provided within that phase have been constructed and made ready for residential occupation and written notification of such has been received by the Council;

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PROVIDED THAT on production to the Council of a certified copy of the executed and dated transfer between the Owner and the Registered Provider or the Eligible Purchasers or evidence of the sale of the Affordable Dwellings in accordance with paragraphs 1.12 or 1.23 and/or 1.30 of this Schedule the obligations to provide Affordable Dwellings hereunder shall be discharged

1.4 To notify the Council in writing seven days prior to the Commencement of Development

~~1.4.1.5~~ Upon the Commencement of Development to nominate one or more Registered Providers for the Council's approval (such approval not to be unreasonably withheld or delayed) PROVIDED THAT if the Council does not notify the Owner within 10

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working days of receipt of nomination (or such longer period if agreed between the Council and the Owner) of its approval to the Registered Providers(s) nominated by the Owner it shall be deemed that the Council has approved the Registered Provider(s) nominated by the Owner.

Discount Sale Dwellings

1.6 Upon the Commencement of Development the Owner may elect at its discretion to offer the Discount Sale Dwellings either to:

1.6.1 eligible Purchasers in accordance with the provisions of paragraphs 1.7 - 1.17 inclusive of this Schedule; or

~~1.6.1~~ 1.6.2 a Registered Provider in accordance with the provisions of paragraphs 1.18 - 1.23 inclusive of this Schedule.

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Discount Sale Dwellings to Eligible Purchasers

1.7 In the event that the Owner elects to offer the Discount Sale Dwellings to Eligible Purchasers in accordance with the provisions of paragraph 1.6.1 of this Schedule then no later than six (6) weeks prior to the expected Practical Completion of the Discount Sale Dwellings it will serve notice ("Notice") on the Council of the date upon which they intend to release the first of the Discount Sale Dwellings for sale and inviting the Council to nominate an Eligible Purchaser in accordance with the Council's low cost home ownership policy and criteria and the provisions of this Agreement

~~1.7.1~~ 1.8 The Discount Sale Dwelling shall first be offered at the Discount Sale Dwelling Price to persons at least one of whom is an Eligible Purchaser in respect of one of the Urban Wards of Carlisle

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~~1.7.1~~ 9 If no sale has been agreed, subject to contract, within six (6) weeks of the Discount Sale Dwelling first being offered for sale then the Discount Sale Dwelling may additionally be offered at the Discount Sale Dwelling Price to persons at least one of whom is an Eligible Purchaser in respect of the District

~~1.7.1~~ 10 The first of each and every disposal of a Discount Sale Dwelling shall provide (by way of a covenant in favour of the Owner) that each and every Disposal of the Discount Sale Dwelling shall be at the Discount Sale Dwelling Price to an Eligible Purchaser in accordance with the provisions of this Agreement and that all subsequent owners of the Discount Sale Dwelling shall be bound by the provisions of this Agreement

~~1.7.1~~ 11 Any subsequent owner of a Discount Sale Dwelling shall give written notification to the Council's Director of Economic Development of his intention to sell the Discount Sale Dwelling

~~1.7.1~~ 12 In the event that the Owner or any subsequent owner of the Discount Sale Dwelling shall demonstrate to the Council that the Discount Sate Dwelling has been offered on the open market to Eligible Purchasers for not less than twelve (12) months (and produce a certificate in writing from either the Owner or a local estate agent instructed by a subsequent owner in respect of the sale of the Discount Sale Dwelling that the Discount Sale Dwelling has been on the open market for not less than twelve (12) weeks and that no Eligible Purchaser has been able or willing to exchange contracts in respect of the purchase of the Discount Sale Dwelling) or such shorter period as may

be approved in writing by the Council (such approval not to be unreasonably withheld or delayed) then the Owner or such subsequent owner shall be entitled to Dispose of the Discount Sale Dwelling (on giving ten (10) Working Days notice to the Council) to a person not being an Eligible Purchaser (but always subject to the Discount Sale Dwelling being disposed of at the Discount Sale Dwelling Price)

| ~~1.71.13~~ No Discounted Sale Dwelling on a Disposal shall be sold after the date hereof for an amount exceeding the Discount Sale Dwelling Price ascertained in accordance with the provisions of this Agreement

| ~~1.71.14~~ The terms of the Agreement and transfer of a Discount Sale Dwelling to an Eligible Purchaser shall be no less beneficial than the terms on which the Owner at the time generally offers dwelling houses for sale on the open market

| ~~1.71.15~~ On each and every Disposal the calculation of the Discount Sale Dwelling Price and the Market Value of the Discount Sale Dwelling shall be submitted to the Council's Director of Economic Development for approval prior to the Discount Sale Dwelling being offered for sale and the Council hereby covenants that the approval hereby required to be obtained shall not be unreasonably withheld or delayed

| ~~1.71.16~~ No Disposal of the Discount Sale Dwellings after the date hereof shall be completed and no such Disposal shall be registered at H M Land Registry unless the Council has first consented in writing to such registration PROVIDED THAT such consent shall be given forthwith upon:

1.16.1 evidence being furnished that the donee (or in the case of joint donees one of the donees) is an Eligible Purchaser; and

| ~~1.16.1~~ ~~1.16.2~~ the Solicitor or licensed or other authorised Conveyancer acting for the donee(s) firstly certifying to the Council that any consideration expressed to be given for the Discount Sale Dwelling by the donee(s) did not exceed the Discount Sale Dwelling Price as evidenced by the certificate given by an Independent Chartered Surveyor not more than six (6) months before the date of such Disposal and secondly supplying to the Council the deed of covenant executed by the donee(s) in accordance with paragraph 1.17 of this Schedule

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1.17 Each Disposal of a Discount Sale Dwelling to an Eligible Purchaser shall include a restriction in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the Director of Governance (or other officer authorised for the time being by the Council) of the Council of the City of Carlisle, Civic Centre, Carlisle that the provisions of the First Schedule of an Agreement dated [] 2014 and made between (1) The Council of the City of Carlisle and (2) Persimmon Homes Limited have been complied with"

Discount Sale Dwellings to a Registered Provider

1.18 In the event that the Owner elects to offer the Discount Sale Dwellings to a Registered Provider in accordance with the provisions of paragraph 1.6.2 of this Schedule then immediately upon receiving confirmation of the Council's approval or deemed approval to the nominated Registered Provider(s) in accordance with paragraph 1.5 of

this Schedule the Owner will offer to enter into negotiations with the nominated Registered Provider(s) and use reasonable endeavours to contract to Dispose of some or all of the Discount Sale Dwellings to the nominated Registered Provider(s) at the Discount Sale Dwelling Price for Disposal by the Registered Provider to an Approved Person PROVIDED THAT it shall be a term of the transfer of the Discount Sale Dwellings to a Registered Provider that it shall be a term of the transfer of the Discount Sale Dwellings to a Registered Provider that any future transfer of a Discount Sale Dwelling is to be at no less than the Discount Sale Dwelling Price to an Approved Person unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed)

- | ~~1.18~~1.19 In the event that the nominated Registered Provider declines to accept a transfer of some or all of the Discount Sale Dwellings or no sale of some or all of the Discount Sale Dwellings has been effected within two calendar months of the date when the Owner nominated the Registered Provider in accordance with paragraph 1.5 of this Schedule (whichever is the later) the Owner shall submit to the Council in writing evidence as to why it is unable to achieve such a sale despite taking reasonable steps to reach an agreement with a nominated Registered Provider together with evidence from the Registered Provider(s) that they are not willing to so purchase the Discount Sale Dwellings (if such evidence is available) and the Council shall be invited to nominate an alternative Registered Provider(s) within 10 days thereof PROVIDED THAT if the Council does not nominate an alternative Registered Provider within the 10 day period the Owner will be entitled to nominate an alternative Registered Provider of its choice
- | ~~1.18~~1.20 Immediately upon receiving confirmation of the Council's approval to the alternative Registered Provider or in the event the Owner is entitled to nominate an alternative Registered Provider in accordance with paragraph 1.19 of this Schedule the Owner will offer to enter into negotiations with the alternative Registered Provider and use reasonable endeavours to contract to Dispose of some or all of the Discount Sale Dwellings to the alternative Registered Provider on the terms set out in paragraph 1.18 of this Schedule
- | ~~1.18~~1.21 If any offer pursuant to paragraph 1.20 of this Schedule is not accepted by an alternative Registered Provider for the transfer of some or all of the Discount Sale Dwellings or no sale of some or all of the Discount Sale Dwellings has been effected within two calendar months of the date when the Council or the Owner nominated the alternative Registered Provider in accordance with paragraph 1.19 of this Schedule (whichever is the later) the Owner shall submit to the Council in writing evidence as to why it is unable to achieve such a sale despite taking reasonable steps to reach an agreement with an alternative Registered Provider together with evidence from the alternative Registered Provider(s) that they are not willing to so purchase the Discount Sate Dwellings (if such evidence is available) and following receipt by the Council of such evidence the Owner will thereafter continue to use its reasonable endeavours until the expiration of six calendar months from the Commencement of Development to contract to transfer the Discount Sale Dwellings at the Discount Sale Dwelling Price to a Registered Provider
- | ~~1.18~~1.22 At the expiration of six calendar months from the Commencement of Development the Owner will offer to contract to transfer the Discount Sale Dwellings to any further Registered Provider nominated by the Council and the further

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Registered Provider shall have four calendar months from receipt of an offer by the Owner to accept the offer

- 1.181.23 If any offer pursuant to paragraph 1.22 of this Schedule is not accepted or if once accepted the Registered Provider then decides not to proceed with the transfer the Owner shall notify the Council as soon as reasonably practicable and shall provide written evidence of such non-acceptance of an offer or refusal to proceed with the transfer together with evidence from a Registered Provider(s) that they are not willing to so purchase the Discount Sale Dwellings (if such evidence is available) and upon receipt by the Council of such evidence the Owner shall have no further obligation to offer the Discount Sale Dwellings to any Registered Provider or in any event if the Discount Sale Dwellings (or any individual unit or units comprised in the Discount Sale Dwellings that has I have not been transferred) have not been transferred to a Registered Provider within 12 calendar months of the Commencement of Development then the Owner or such subsequent owner shall be entitled to Dispose of the Discount Sale Dwelling (on giving ten (10) Working Days notice to the Council) to a person not being a Registered Provider(s) (but always subject to the Discount Sale Dwelling being disposed of at the Discount Sale Dwelling Price)

Affordable Rented Dwellings

- 1.24 Immediately upon receiving confirmation of the Council's approval or deemed approval to the nominated Registered Provider(s) in accordance with paragraph 1.5 of this Schedule the Owner will offer to enter into negotiations with the nominated Registered Provider(s) and use reasonable endeavours to contract to dispose of some or all of the Affordable Rented Dwellings to the nominated Registered Provider(s) at the Affordable Rented Dwelling Price
- 1.241.25 The Owner will leave the offer open for acceptance by the nominated Registered Provider for a period of two months and will during that period use reasonable endeavours to agree with the nominated Registered Provider the terms other than price PROVIDED THAT it will be a term of the transfer of the Affordable Rented Dwellings that the nominated Registered Provider shall not dispose of or cause or permit the disposal of an Affordable Rented Dwelling other than for the purpose of providing tenancies at an Affordable Rent to an Approved Person or Approved Persons identified in accordance with the Registered Providers selection and letting criteria unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed)
- 1.241.26 In the event that the nominated Registered Provider declines to accept a transfer of some or all of the Affordable Rented Dwellings or no sale some or all of the Affordable Rented Dwellings has been effected within two months of the date when the Owner nominated the Registered Provider in accordance with paragraph 1.5 of this Schedule (whichever is the later) the Owner shall submit to the Council in writing evidence as to why it is unable to achieve such a sale despite taking reasonable steps to reach an agreement with a nominated Registered Provider together with evidence from the Registered Provider(s) that they are not willing to so purchase the Affordable Rented Dwellings (if such evidence is available) and the Council shall be invited to nominate an alternative Registered Provider within 10 days thereof PROVIDED THAT if the Council does not nominate an alternative Registered Provider within the 10 day period the Owner will be entitled to nominate an alternative Registered Provider of its choice

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- | ~~1.24~~1.27 Immediately upon receiving confirmation of the Council's approval to the alternative Registered Provider or in the event the Owner is entitled to nominate an alternative Registered Provider in accordance with paragraph 1.26 of this Schedule the Owner will offer to enter into negotiations with the alternative Registered Provider and use reasonable endeavours to contract to dispose of some or all of the Affordable Rented Dwellings to the alternative Registered Provider in accordance with the terms set out in paragraph 1.25 of this Schedule
- | ~~1.24~~1.28 If any offer pursuant to paragraph 1.27 of this Schedule is not accepted by an alternative Registered Provider for the transfer of some or all of the Affordable Rented Dwellings or no sale of some or all of the Affordable Rented Dwellings has been effected within two calendar months of the date when the Council or the Owner nominated the alternative Registered Provider in accordance with paragraph 1.26 of this Schedule (whichever is the later) the Owner shall submit to the Council in writing evidence as to why it is unable to achieve such a sale despite taking reasonable steps to reach an agreement with an alternative Registered Provider together with evidence from the alternative Registered Provider(s) that they are not willing to so purchase the Affordable Rented Dwellings (if such evidence is available) and upon receipt by the Council of such evidence the Owner will thereafter continue to use its reasonable endeavours until the expiration of six calendar months from the Commencement of Development to contract to transfer the Affordable Rented Dwellings at the Affordable Rented Dwelling Price to a Registered Provider
- | ~~1.24~~1.29 At the expiration of six calendar months from the Commencement of Development the Owner will offer to contract to transfer the Affordable Rented Dwellings to any further Registered Provider nominated by the Council and the further Registered Provider shall have four calendar months from receipt of an offer by the Owner to accept the offer
- | ~~1.24~~1.30 If any offer pursuant to paragraph 1.29 of this Schedule is not accepted or if once accepted the Registered Provider then decides not to proceed with the transfer the Owner shall notify the Council as soon as reasonably practicable and shall provide written evidence of such non-acceptance of an offer or refusal to proceed with the transfer and upon receipt by the Council of such evidence the Owner shall have no further obligation to offer the Affordable Rented Dwellings to any Registered Provider or in any event if the Affordable Rented Dwellings (or any individual unit or units comprised in the Affordable Rented Dwellings that has / have not been transferred) have not been transferred to a Registered Provider within 12 calendar months of the Commencement of Development the obligations in paragraphs 1.24 - 1.29 inclusive of this Schedule shall cease and be of no effect and the Owner shall be entitled to dispose of the Affordable Rented Dwellings (on giving ten (10) Working Days notice to the Council) to a person not being a Registered Provider(s) (but always subject to the Affordable Rented Dwellings being disposed of at the Discount Sale Dwelling Price).

General Provisions

- 1.31 Subject to paragraphs 1.12 and/or 1.23 and/or 1.30 of this Schedule not to allow permit or suffer the Affordable Dwellings to be used other than for the provision of accommodation by a Registered Provider PROVIDED THAT it is agreed that this paragraph will not apply to the Discount Sale Dwellings if the Owner elects to offer

the Discount Sale Dwellings to Eligible Purchasers in accordance with the provisions of paragraph 1.6.1 of this Schedule.

- ~~1.31~~1.32 The Affordable Rented Dwellings shall be first marketed for occupation at the Affordable Rent by persons at least one of whom is an Approved Person or a person in need of Affordable Housing in respect of the urban area of Carlisle. If, after an Affordable Rented Dwelling has been marketed for letting for a period of 14 days and no Approved Persons or person in need of Affordable Housing has been identified and applied for a tenancy of the Affordable Rented Dwelling then the Registered Provider may additionally offer the Affordable Rent to persons at least one of whom is an Approved Person or person in need of Affordable Housing in respect of the District PROVIDED THAT on any subsequent re-letting of an Affordable Rented Dwelling the provisions of this paragraph 1.32 shall apply in their entirety PROVIDED THAT it is agreed that this paragraph 1.32 will not apply to the Discount Sale Dwellings if the Owner elects to offer the Discount Sale Dwellings to Eligible Purchasers in accordance with the provisions of paragraph 1.6.1 of this Schedule.

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- ~~1.31~~1.33 Any transfer of the Affordable Dwellings shall contain reasonable provisions ensuring that the Affordable Dwellings remain available at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision but nothing in paragraph 1 of this Schedule shall apply upon:-

1.33.1 the exercise by any person of a statutory right to buy, right to acquire or right to staircase out and acquire a 100% interest in the Affordable Dwelling under the terms of a shared ownership lease based substantially on the Homes and Communities model lease; or

- ~~1.33.1~~1.33.2 the exercise of its power of sale by a mortgagee of the Registered Provider or of any of the Affordable Dwellings or the sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order; or

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- ~~1.33.1~~1.33.3 any subsequent disposition of the properties following a disposal falling within 1.33.1 or 1.33.2 above.

2 DISPOSAL

- 2.1 Notwithstanding the provisions of this Schedule the Owner may dispose of its interest in the Site or any part thereof to a Registered Provider, arm's length management organisation or public body provided that the Owner procures that the donee enters into a direct covenant in favour of the Council to comply with the terms of this Agreement

3 MANAGEMENT COMPANY

- 3.1 Not to dispose of or permit Occupation of any of Dwellings until the Management Company Policy has been agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed) and has been implemented and such Management Company Policy shall continue in perpetuity.

4 PUBLIC OPEN SPACE

4.1 The Owner shall before the Commencement of Development of the phase or phases within which Public Open Space is to be provided submit to the Council for its written approval the Public Open Space Scheme such scheme to be in accordance with any relevant condition to the Planning Permission and to include details relating to:-

4.1.1 the location, layout and design of part or parts of the Land where the Public Open Space is to be provided;

4.1.1.2 planting plans and specifications (including cultivation and other operations associated with tree, plant and grass establishment), schedules of trees, plants and proposed numbers I densities;

4.1.1.3 a programme relating to timescales for implementation;

4.1.1.4 the future maintenance of the Public Open Space which shall include are a requirement that following completion the Public Open Space shall thereafter be retained repaired maintained and cleaned in accordance with the principles of good estate management and good horticultural practice and in accordance with the Management Company Policy approved in accordance with paragraph 3.1 of this Schedule

PROVIDED THAT it is agreed that if there is a conflict between any relevant condition to the Planning Permission and the provisions of paragraphs 4.1.1 to 4.1.3 of this Schedule then the condition(s) shall take precedent.

4.2 Upon receipt of the Council's approval to the Public Open Space Scheme pursuant to paragraph 4.1 of this Schedule the Owner shall implement the approved Public Open Space Scheme in accordance with the implementation programme agreed as part of the Public Open Space Scheme unless otherwise agreed in writing by the Council and:-

4.2.1 subject to paragraph 4.6 below allow the public access to the Public Open Space on foot, and if applicable bicycle, only at all times and only allow the use of the Public Open Space for public access and recreation and for no other purpose;

4.2.2 shall construct any areas forming a pedestrian thoroughfare to adoptable standards;

4.2.3 ensure that the Public Open Space is kept in a clean and tidy state and properly maintained.

4.3 Upon the Public Open Space being completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Scheme the Owner will procure that the Public Open Space is maintained and managed in accordance with the Management Company Policy approved in accordance with paragraph 3.1 of this Schedule.

4.3.4 The Owner hereby declares that pursuant to Section 31(5) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the

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public of any part of the Public Open Space to be taken in any way as an intention by the Owner to dedicate the same as highway.

- | 4.34.5 Subject to a third party carrying out works entering a binding agreement with the Owner to make good any damage caused and to work only during such hours as the Owner may reasonably specify the Owner shall:-

4.5.1 permit (where applicable) the Public Open Space to be connected to any similar area or highway now existing or which may at any time in the future be provided on the land abutting the Site; and

- | 4.5.14.5.2 make no charge of any description whatsoever for permitting such connection without first having obtained the written approval of the Council.

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- 4.6 To allow public access to the Public Open Space but subject to the following provisions:-

4.6.1 access shall be subject to such other requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements and regulations shall not be imposed without the Council's prior written approval;

- | 4.6.14.6.2 the Owner may erect notices on the Public Open Space and access to them will be denied by the Owner for one day each year in order to prevent public rights of way or common rights coming into being;

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- | 4.6.14.6.3 the Owner may close the Public Open Space or any part thereof for reasonable periods by reason of:-

4.6.3.1 emergency;

- | 4.6.3.14.6.3.2 cleansing, maintenance and repair;

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- | 4.6.3.14.6.3.3 at the direction of the emergency services or other lawful authority;

- | 4.6.3.14.6.3.4 construction activities whilst the Development is being built if necessary to do so in the interests of health and safety.

The Owner covenants with the Council :-

5 OFF-SITE HEDGEROW CONTRIBUTION

- 5.1 To pay the Off-Site Hedgerow Contribution to the Council in accordance with the following timetable:-

- Prior to the Occupation of the 1st Dwelling

SECOND SCHEDULE
("the Council's Covenants")

The Council hereby covenants with the Owner:-

1. To issue the Planning Permission within 7 working days of the date of this Agreement.

| ~~1.2.~~ To use the Off-Site Hedgerow Contribution only for the purposes of providing hedgerows in the vicinity of the Site which includes but is not limited to the possible provision of new hedges, the need for which is generated by the Development.

| ~~1.3.~~ That in the event the Off-Site Hedgerow Contribution or any part or parts thereof are not expended or committed to be expended within five years of the date of payment then the sum or sums not expended will be repaid to the person who paid the sum or sums or its nominee together with interest from the date of payment to the date

| ~~1.4.~~ To provide to the Owner such evidence as the Owner may reasonably require in order to confirm the expenditure or commitment to expend in accordance with this Agreement of the sums paid by the Owner under this Agreement.

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THIRD SCHEDULE
("Draft Decision Notice")

THE COMMON SEAL of)
THE COUNCIL OF THE)
CITY OF CARLISLE)
was affixed in the presence of:)

.....
Authorised Signatory

EXECUTED AS A DEED by)
PERSIMMON (SHL) LIMITED)
acting by two directors or a director and)
the company secretary)

.....
Director

.....
Director/Secretary