

DATED 18 / 02 / 2021 ~~2020~~

DEED OF VARIATION

Pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended) to the Section 106 Agreement dated 8 September 2016 between:

NORTHUMBERLAND NATIONAL PARK AUTHORITY

and

MICHAEL HUGH WALTON AND JOHN DAVID WALTON

and

LLOYDS BANK PLC

relating to Burnbank Farm, Greenhaugh, Tasset, Hexham, Northumberland NE48 1LY

DATE - 18/02/2021

PARTIES

- (1) Northumberland National Park Authority of Eastburn, South Park, Hexham, Northumberland, NE46 1BS ("the Authority")
- (2) Michael Hugh Walton of Burnbank Farm, Tarsset, Hexham, Northumberland, NE48 1LY and John David Walton of Gleedlee, Tarsset, Hexham, Northumberland, NE48 1NF ("the Owners").
- (3) Lloyds Bank plc (Company Registration No 2065) whose registered office is situated at 25 Gresham Street, Longon, EC2V 7NH ("the Mortgagee").

WHEREAS

- (A) The Authority is the local planning authority for the purposes of the 1990 Act for the area in which the Application Site is situated and the body entitled to enforce the obligations in this Deed and the Original Agreement.
- (B) The Application Site is the land bound by the obligations in the Original Agreement.
- (C) The Owners are the freehold and leasehold owner of the Application Site, which is registered at HM Land Registry under title number ND171178 and is the person against whom the obligations in the Original Agreement can be enforced.
- (D) The Mortgagee has the benefit of a legal charge dated 19th July 2012 over the Application Site
- (E) The Owners, Authority and Mortgagee have agreed to enter into this Deed in order to amend the Original Agreement.

NOW THIS DEED IS MADE ON THE DATE HEREOF PURSUANT TO SECTION 106A OF THE 1990 ACT AND IS A PLANNING OBLIGATION FOR THE PURPOSES OF THAT SECTION AND WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to this Deed

"Original Agreement means the section 106 agreement dated 8 September 2016 between (1) Northumberland National Park Authority; (2) the Owners; and (3) the Mortgagee a copy of which is annexed at Schedule 2.

"Principal Residence" means housing which can be lived in by anyone but only as their sole or principal residence.

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.

2. VARIATIONS

- 2.1 The parties agree that the Original Agreement shall remain in full force and effect save as expressly varied by Schedule 1.
- 2.2 The variations in Schedule 1 shall take effect on the date of this Deed.

3. REGISTRATION AS A LAND CHARGE

The Authority shall register this Deed as a local land charge.

4. STATUTORY PROVISION

This Deed is made pursuant to Section 106A of the Act.

5. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. CONTRACTUAL RIGHTS OF THIRD PARTY

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

7. COSTS

The Owner shall on (or prior to) the date hereof pay the reasonable legal costs of the Authority incurred in the preparation, negotiation and completion of this Deed.

8. SEVERANCE

If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

9. NON-FETTER

Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Authority of any of its statutory powers, Functions or discretions.

IN WITNESS of which the parties have executed this Deed on the date first written above

SCHEDULE 1

Schedule of Variation to the Original Agreement

1. The Original Section 106 Agreement shall be amended as follows:
2. Paragraph 7 of the Preamble of the Original Agreement shall be deleted and replaced with the following wording:
 7. Policy ST5 of the Northumberland National Park Authority Local Development Plan (adopted 15 July 2020) provides that new residential development will be restricted in named settlements to Principal Residence occupancy in perpetuity. For the Avoidance of doubt the parties agree that the Application Site is in the named settlement of Greenhaugh.
3. Paragraph 1 of the Second Schedule of the Original Agreement shall be deleted and replaced with the following wording:

PRINCIPAL RESIDENCE RESTRICTION

1. The Owners covenant with the Authority not to cause or permit the Dwelling to be Occupied by a person other than one who is occupying the Dwelling as their Principal Residence.
4. Paragraph 2 of the Second Schedule of the Original Agreement shall be deleted.
5. Paragraph 3 of the Second Schedule of the Original Agreement shall be deleted.

SECOND SCHEDULE
ORIGINAL AGREEMENT

DATED 8 September 2016

(1) NORTHUMBERLAND NATIONAL PARK AUTHORITY

and

(2) MICHAEL HUGH WALTON AND JOHN DAVID WALTON

and

(3) LLOYDS BANK PLC

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 in respect of Burnbank Farm,
Greenhaugh, Tarsset, Hexham, Northumberland, NE48 1LY

THIS AGREEMENT is made the 9th day of September 2016

BETWEEN:

- (1) NORTHUMBERLAND NATIONAL PARK AUTHORITY of Eastburn, South Park, Hexham, Northumberland NE46 1BS ("the Authority") and
- (2) MICHAEL HUGH WALTON of Burnbank Farm, Tarsset, Hexham, Northumberland, NE48 1LY and JOHN DAVID WALTON of Gleedlee, Tarsset, Hexham, Northumberland, NE48 1NF ("the Owners") and
- (3) LLOYDS BANK PLC (Company Registration Number 2065) whose registered office is situate at 25 Gresham Street, London, EC2V 7HN ("the Mortgagee")

WHEREAS

- (1) Words and phrases in this Agreement are defined in Clause 1.
- (2) The Authority is the Local Planning Authority for the purposes of the Act for the area within which the Application Site is located and by whom the obligations contained in this Agreement are enforceable.
- (3) The Owners are the freehold owners of the Application Site which is registered at HM Land Registry under title number ND171178.
- (4) The Mortgagee has the benefit of a legal charge dated 19th July 2012 over the Application Site
- (5) The expressions "the Authority" and "the Owners", shall include their respective successors in title and assigns and in the case of the Authority, the successor to its statutory functions.
- (6) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Authority against the Owners or any person deriving title from them in relation to the Application Site.

- (7) Policy 10 of the Northumberland National Park Authority Local Development Framework Core Strategy and Development Policies Development Plan Document (adopted March 2009) provides that the occupancy of new residential development will be restricted in perpetuity to those people who meet the Local Needs Criteria.
- (8) The Authority has resolved to grant Planning Permission for the Development subject to such conditions as are specified in the Planning Permission and subject to the making of this Agreement without which the Planning Permission would not have been granted.

NOW IT IS AGREED:

1. In this Agreement the following words and expressions have the respective meanings as set out opposite to them:

"the Act"	The Town and Country Planning Act 1990 (as amended)
"Adjoining Parish"	Any parish adjoining the Parish (insofar only as any Adjoining Parish is situated wholly or partly within Northumberland National Park)
"the Application Site"	Land at Burnbank Farm, Greenhaugh, Tarsset, Hexham, Northumberland, NE48 1LY more particularly described in the First Schedule hereto
"Cascade Provision"	The provisions set out in paragraph 3 of the Second Schedule hereto
"Commencement of Development"	The date on which any material operation (as defined in section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and no other purposes) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work

in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly

"the Development"

The development of the Application Site in accordance with the Planning Permission substantially comprising the construction of five two-storey dwellings.

"Dwelling"

The dwelling(s) to be constructed on the Application Site pursuant to the Planning Permission

"Family Member"

Means a member of the family of a Qualifying Person who is entitled by virtue of the terms of this Agreement to Occupy any of the Dwelling with a Qualifying Person and is either:

1. a spouse of the Qualifying Person, or that person and the Qualifying Person living together as his or her wife or husband or partner (and that person's resident dependants); or
2. a dependent parent, brother, sister, daughter or son of a Qualifying Person; or
3. such other person who may be approved in writing by the Authority as being a Family Member of the Qualifying Person

and for the purposes of this definition a relationship by marriage / civil partnership shall be treated as a relationship by blood, a relation of the half-blood shall be treated as a relationship of the whole blood and the

step-child of a Qualifying Person shall be treated as their child

"Independent Valuer"

Means an independent valuer whose identity is proposed in writing by the Owners to the Authority and approved by the Authority in writing who is a member of the Royal Institute of Chartered Surveyors (or such other organisation as may be approved in writing by the Authority at the request of the Owners). For the avoidance of doubt, the Independent Valuer is to be instructed as an expert and not an arbitrator

"Letting"

Means any letting, occupancy, tenancy or lease of the Dwelling(s) to a tenant and the term "Let" shall be construed accordingly

"Local Occupancy Restriction"

Means the restrictions upon Occupation of the Dwelling imposed by this Agreement

"Local Needs Criteria"

Means a person(s) who (immediately prior to taking Occupation of any of the Dwellings) falls within one or more of the following categories:

- i) is an existing resident(s) of Northumberland National Park or Bellingham Parish establishing a separate household; or
- ii) does not live in Northumberland National Park but has a current and long standing link to the local community (as determined by the Authority acting reasonably) including a previous period of residence; or
- iii) is, or is in the process of taking up full time permanent employment in an already established business within Northumberland National Park (or in another part of a parish

- split by the Northumberland National Park boundary); or
- iv) currently lives permanently in a dwelling which is either shared but not self-contained, or overcrowded or is otherwise unsatisfactory by environmental health standards and which is within Northumberland National Park (or in another part of a parish split by the Northumberland National Park boundary); or
 - v) has had to or has to leave tied accommodation within Northumberland National Park (or in another part of a parish split by the Northumberland National Park boundary); or
 - vi) does not currently live in Northumberland National Park but proposes to locate a viable business (as determined by the Authority acting reasonably) within Northumberland National Park or the Parish of Bellingham which will; clearly conserve or enhance the special qualities of the Northumberland National Park or allow opportunities for the public to understand and enjoy the special qualities and in either circumstance, the applicant must demonstrate a need to live within Northumberland National Park.

FOR THE AVOIDANCE OF DOUBT i), ii), iv) and v) will only apply to people who have resided or previously resided (as applicable) permanently in Northumberland National Park for a total of 3 years.

"Northumberland National Park" Shall mean the land shown on the plan annexed to this Agreement and marked "Northumberland National Park

	Boundary Plan"	
"Market Price"	Shall mean the price the Dwelling would be expected to achieve if Sold on the open market, subject to the restrictions in this Agreement, by a willing seller and purchased by a willing purchaser in an arms length transaction after proper marketing wherein the parties have each acted knowledgeably, prudently and without compulsion	
"Market Rent"	Shall mean the price the Dwelling would be expected to achieve if Let on the open market, subject to the restrictions in this Agreement, by a willing landlord and willing tenant in an arms length transaction after proper marketing wherein the parties have each acted knowledgeably, prudently and without compulsion	
"Occupation"	Shall mean occupation of the Dwelling for the purposes permitted by the Planning Permission and the terms "Occupy" and "Occupier" shall be construed accordingly.	
"Parish"	The parish within which the Dwellings are situated.	
"the Planning Permission"	Means the planning permission to be granted by the Authority pursuant to the Planning Application substantially in the form of the draft attached to this Deed at Appendix 3	
"the Plan"	The plan annexed hereto and marked "the Plan".	
"Qualifying Person"	Means a person who satisfies the Local Needs Criteria (or where applicable, a person who is in accordance with the Cascade Provisions as the case may be)	

"Sale"

Means the transfer of the freehold of any of the Dwellings (whether or not for valuable consideration) and the terms "Sold" and "Sell" shall be construed accordingly

"Working day"

Any business day being Monday to Friday inclusive and not including Saturday or Sunday or a statutory Bank Holiday

2. This Agreement is made pursuant to Section 106 of the Act and is a Planning Obligation for the purposes of that Section.
3. The Owners hereby covenant with the Authority as set out in the Second Schedule.
4. The Authority hereby covenants with the Owners as set out in the Third Schedule.
5. It is hereby agreed and declared as follows:
 - 5.1 This Planning Obligation shall be enforceable in accordance with the provisions of Section 106(3) of the Act.
 - 5.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after he has parted with all interest in the Application 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.
 - 5.3 This Agreement is a local land charge and shall be registered as such.
 - 5.4 This Agreement shall cease to have effect if the Planning Permission shall expire before the Commencement of Development or be quashed revoked or otherwise withdrawn or modified prior to the Commencement of Development.
 - 5.5 Nothing in this Agreement constitutes a grant of planning permission or any other consent or permission required from the Authority in the exercise of any other statutory function.
 - 5.6 No provision of this Agreement is intended to create any rights or benefit enforceable by third parties against the parties hereto under the Contracts (Rights of Third Parties) Act 1999.

- 5.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 5.8 Where in this Agreement reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital of this Agreement.
- 5.9 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 5.10 This Agreement is conditional upon the grant of the Planning Permission and the Commencement of Development.
- 5.11 Insofar as any provision of this Agreement is found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
- 5.12 For the avoidance of doubt, the provisions, obligations and covenants contained within this Agreement shall not be enforceable against a mortgagee in possession (or a mortgagee entitled to take possession of or exercise its powers of sale in respect of the Application Site) who has previously been notified in writing to the Authority who shall be entitled to dispose of the Application Site free from the provisions, restrictions and covenants contained within this Agreement other than paragraph 1.3 of the Second Schedule which shall at all times be binding upon any successor in title including a mortgagee and remain enforceable.
- 5.13 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each Individually unless there is an express provision otherwise.
- 5.14 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and words importing persons include companies and corporations and vice versa.

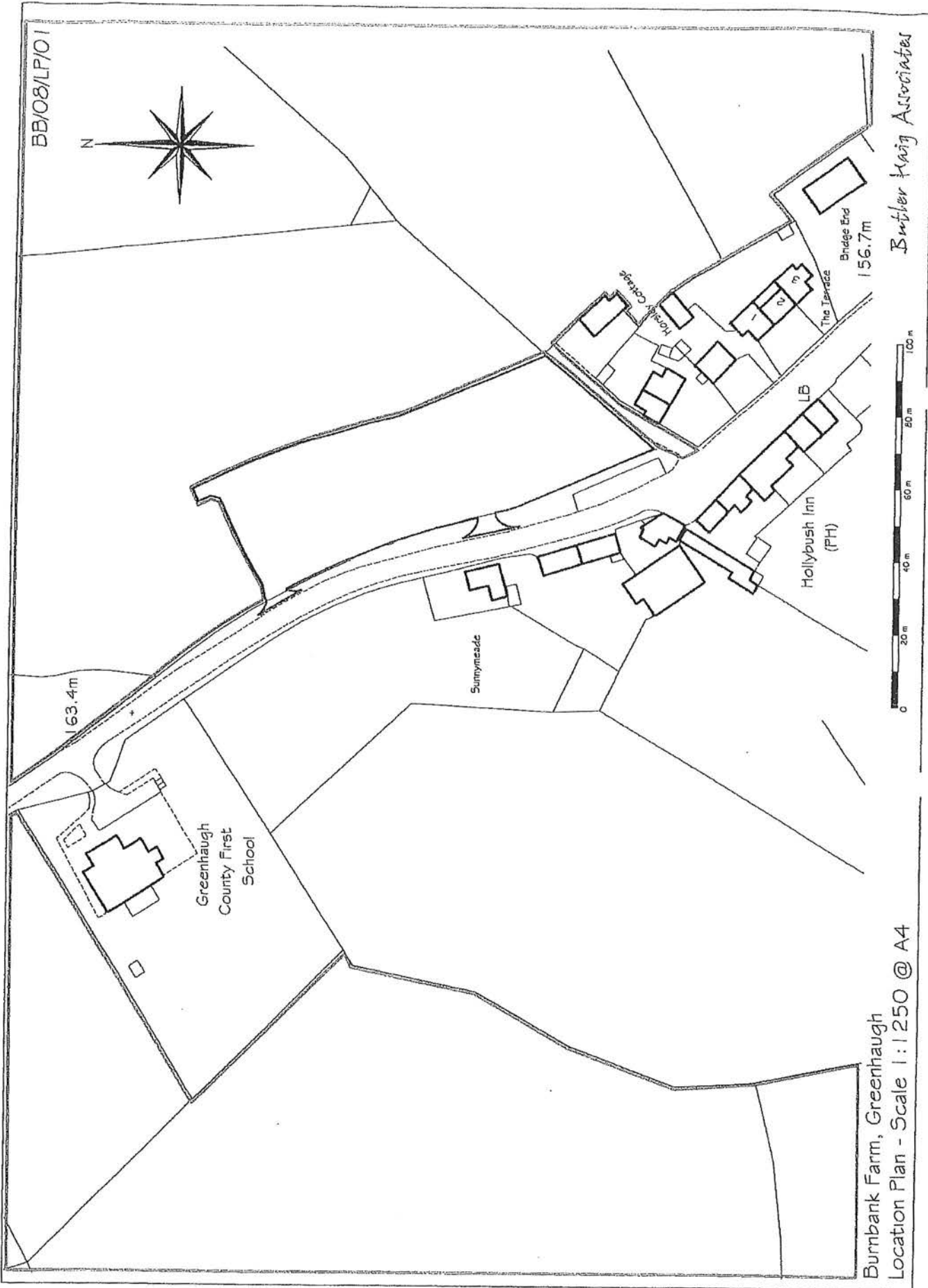
IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties hereto the day and year first before written.

First Schedule

("The Application Site")

ALL THAT freehold piece or parcel of land situated at Burnbank Farm, Greenhaugh, Tasset, Hexham, Northumberland, NE48 1LY forming part of the land registered at the Land Registry with title absolute under Title Number ND171178 and for the purposes of identification only shown outlined in red on the Plan.

The Plan



Butler King Associates

Burnbank Farm, Greenhaugh
 Location Plan - Scale 1:1250 @ A4

BB/08/LP/01

Northumberland National Park Boundary Plan

Northumberland National Park

Produced by

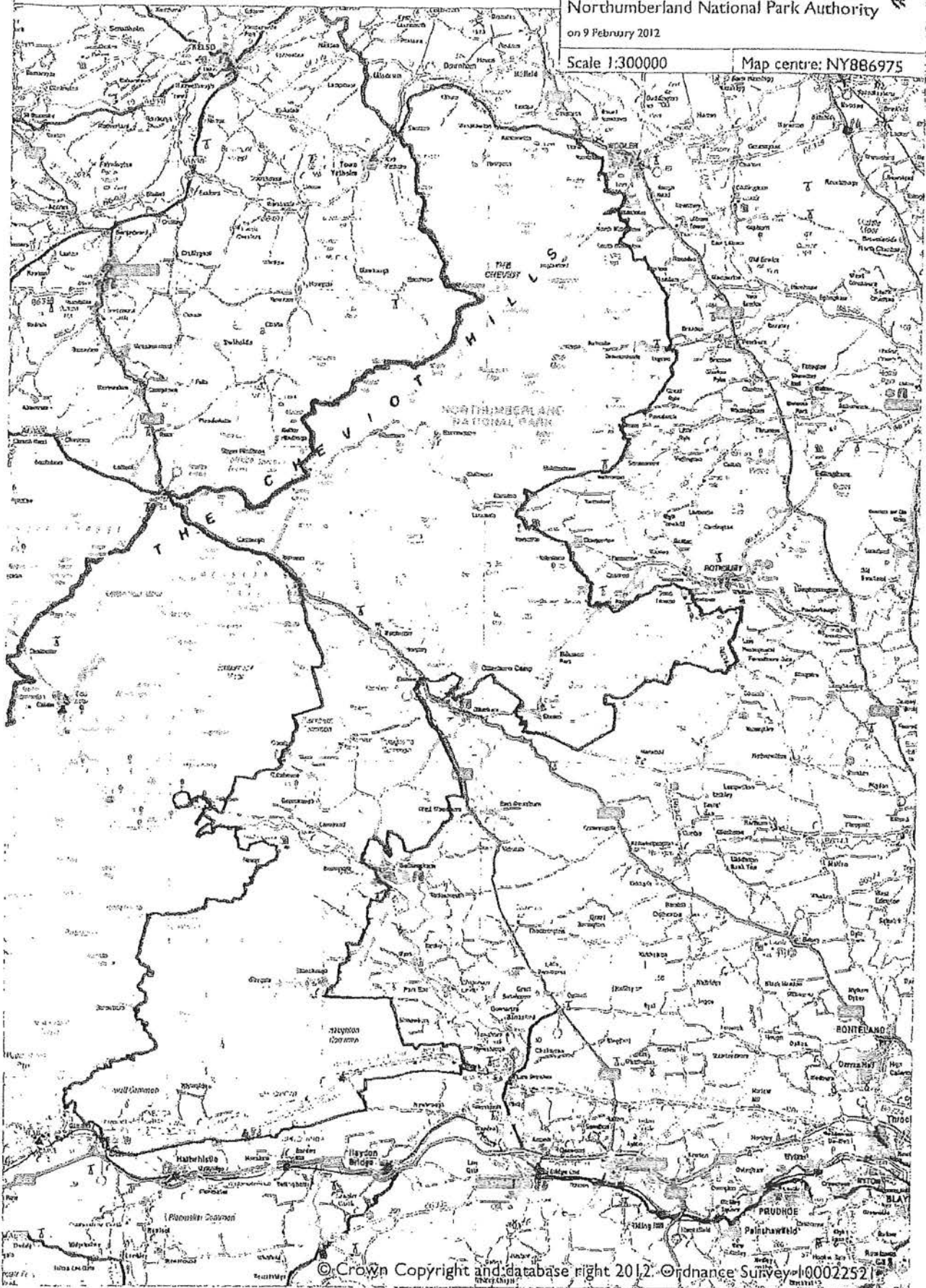
Northumberland National Park Authority

on 9 February 2012



Scale 1:300000

Map centre: NY886975



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Second Schedule
THE OWNERS' COVENANTS

The Owners covenant with the Authority as follows:

LOCAL NEEDS RESTRICTION

1. Local Occupancy Restriction

- 1.1 Not to Occupy the Dwellings unless the Occupier is a Qualifying Person, or cause or permit the Dwelling to be Occupied by any person other than a Qualifying Person. For the avoidance of doubt, nothing within this paragraph 1.1 shall prevent the Occupation of the Dwelling by a Family Member of a person who is entitled by virtue of the terms of this Agreement to Occupy the Dwelling.
- 1.2 Not to cause or permit the disposal of the Dwelling or the transfer of any Interest or estate therein (other than by mortgage or legal charge or disposal by a mortgagee in possession or entitled to take possession) except by way of a Sale or Letting to a Qualifying Person. For the avoidance of doubt, nothing within this paragraph 1.2 shall prevent the Occupation of the Dwelling by a Family Member of a person who is entitled by virtue of the terms of this Agreement to Occupy the Dwelling.
- 1.3 Not to cause or permit the Dwelling to be Occupied by a person other than one who is occupying the Dwelling as their sole residence.
- 1.4 Prior to agreeing any Sale or disposal of the Dwelling the Owners shall provide the Authority with the name and address of the intended purchaser together with sufficient evidence to demonstrate (to the satisfaction of the Authority) that the Intended purchaser(s) is a Qualifying Person and that the other restrictions contained within paragraphs 1 - 3 of this Second Schedule are satisfied in order that the Authority can approve the Intended purchaser(s) (such approval not to be unreasonably withheld.) For the avoidance of doubt, the Owners shall not be permitted to Sell the Dwelling until the Authority has approved the intended purchasers.

- 1.5 Upon completion of any Sale or disposal of the Dwelling the Owners shall supply to the Authority a certified copy of the instrument of disposal within 10 Working Days from the date of the Sale or disposal of the Dwelling
- 1.6 Prior to agreeing any Letting of the Dwelling the Owners shall provide the Authority with the name and address of the Intended tenant together with sufficient evidence to demonstrate (to the satisfaction of the Authority) that the intended tenant(s) is a Qualifying Person and that the other restrictions contained within this Second Schedule are satisfied in order that the Authority can approve the intended tenant(s), (such approval not to be unreasonably withheld.) For the avoidance of doubt, the Owners shall not be permitted to Let the Dwelling until the Authority has approved the intended tenants.
- 1.7 Upon the written request of the Authority the Owners shall forthwith provide the Authority with a copy of the draft tenancy agreement for approval by the Authority.
- 1.8 Any tenancy agreement in respect of a Letting of the Dwelling shall comply with the terms of paragraphs 1 - 3 of this Second Schedule and in particular, shall contain provisions prohibiting any assignment or sub-letting of the lease / tenancy in breach of the terms of this Agreement
- 1.9 Upon completion of any Letting of the Dwelling the Owners for the time being shall supply to the Authority a certified copy of the tenancy agreement within 10 Working Days of the date of the Letting of the Dwelling.

2.0 Marketing of the Dwelling

- 2.1 This paragraph 2.1 shall apply in the event that the Dwelling is to be Sold. Prior to the Dwelling being placed on the market for Sale, the Owner shall instruct (at their own expense) an Independent Valuer to prepare a report confirming the Market Price in writing. The Dwelling shall thereafter not be marketed for Sale at a price greater than the Market Price.
- 2.2 This paragraph 2.2 shall apply in the event that any of the Dwellings is to be Let. Prior to the Dwelling being placed on the market for Letting, the Owner shall instruct (at their own expense) an Independent Valuer to prepare a report confirming the Market Rent in writing.

The Dwellings shall thereafter not be marketed as to Let at a price greater than the Market Rent.

- 2.3. The provisions of this paragraph 2.3 shall apply in the event that any of the Dwellings is to be Sold or Let. Prior to the Sale or Letting of the Dwelling:
 - 2.3.1 The Owners of the Dwelling for the time being shall advertise the Sale or Letting (as the case may be) of the Dwelling at least every four weeks in at least one newspaper circulating within Northumberland National Park and in at least one additional newspaper circulating within the county of Northumberland either;
 - 2.3.1.1 for a period of not less than 6 months (or such other period as may be agreed in writing by the Authority); or
 - 2.3.1.2 until the Dwelling is Sold or Let (as the case may be) to a Qualifying Person who also satisfies the provisions of paragraph 1.3 of this Second Schedule, (whichever is the sooner).
 - 2.3.2 The advertisement referred to in paragraph 2.3.1 above shall expressly indicate that the Dwelling is subject to a Section 106 Agreement restricting the occupancy of the Dwelling and is therefore only available to persons who satisfy the provisions of paragraphs 1 – 3 of this Second Schedule.
 - 2.3.3 The Owners of the Dwelling for the time being shall provide the Authority with copies of the advertisements referred to in paragraph 2.3.1 of this Second Schedule within 14 Working Days from the receipt of a written request from the Authority.
 - 2.3.4 Unless otherwise agreed in writing by the Authority the Owners of the Dwellings for the time being shall, at least every eight weeks (or such other period as may be agreed in writing by the Authority) send a copy of the advertisement referred to in paragraphs 2.3.1 of this Schedule to the following bodies;
 - 2.3.4.1 the Parish Council of the Parish;
 - 2.3.4.2 the Parish Council(s) of any Adjoining Parish;
 - 2.3.4.3 the housing authority for the area in which the Dwelling is situated;

- 2.3.4.4 any housing association operating in the area in which the Dwelling is situated; and
- 2.3.4.5 any housing association or registered provider nominated by the Authority.

For the avoidance of doubt, the correspondence sent to the bodies referred to in paragraph 2.3.4.1 - 2.3.4.5 of this Second Schedule shall confirm to whom the advertisements were sent and confirm that recipients are welcome to inform those that may be Interested In purchasing or renting the Dwelling in accordance with the provisions of this Agreement.

3. Cascade Provisions

3.1 All prospective Occupiers of the Dwelling are to be selected In accordance with the following priorities and in the following order;

- 3.1.1 Firstly, a person who qualifies in accordance with the Local Needs Criteria.
- 3.1.2 Secondly, if no such person agrees to purchase, rent or Occupy the Dwelling within a period of not less than 6 months from the date of the first advertisement referred to in paragraph 2.3.1 of this Second Schedule, the Dwelling can be Sold or let to any person. For the avoidance of doubt, the provisions of paragraph 1.3 of this Second Schedule shall continue to apply in the event that the Dwelling is sold or let In accordance with this paragraph 3.1.2.

PROVIDED THAT the Cascade Provisions shall apply afresh in the case of each proposed Sale or letting of the Dwelling.

Third Schedule
THE AUTHORITY COVENANTS

The Authority covenants as follows:

1. Save as otherwise provided in this Agreement any approval in writing or consent to be given by the Authority in connection with this Agreement shall be given within 30 days of receipt by the Authority of such a request.

Fourth Schedule
("The Draft Planning Permission")

Reference No. 16NP0053

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015

Agent :
Butler Haig Associates
Unit 11 South Acomb
Bywell
Stocksfield
NE43 7AQ

Applicant :
Messrs Walton
Burnbank Farm
Greenhaugh
TARSET
NE48 1LY

Under the above Act, Northumberland National Park Authority hereby grants planning permission for:

Construction of five two storey detached dwellings including new access from highway and internal circulation roads at Burnbank, Tarsset, Hexham, Northumberland, NE48 1LY.

as described in application reference 16NP0053 and in the plans and drawings attached to it, subject to the following conditions:

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

Reason: To ensure that the development is commenced within a reasonable period of time from the date of this permission and to comply with Section 91 (as amended) of the Town and Country Planning Act 1990 and Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be maintained in accordance with the following approved plans and documents:

- Application form received on 25/05/16
- Sustainability, design and access statement received on 25/05/16
- Ecological report for Burnbank, Greenhaugh (revised 2015) by George Dodds received on 25/05/16
- BB/08/LP/01 Location plan received on 25/05/16
- BB/08/PSP/03 Proposed block plan received on 25/05/16
- BB/08/PSW/04 Proposed surface water plan received on 25/05/16

APPLICATION REFERENCE NUMBER : 16NP0053

- BB/08/PSP/06 Proposed site plan received on 25/05/16
- BB/08/PSS1/07 Short sections received on 25/05/16
- BB/08/PSS2/08 Short sections received on 25/05/16
- BB/08/PLS/09 Long sections received on 25/05/16
- BB/08/PCS/10 Combined sections received on 25/05/16
- BB/08/PPE/11 House type 2, Plot 1 received on 25/05/16
- BB/08/PPE2/12 House type 2, Plot 2 received on 25/05/16
- BB/08/PPE3/13 House type 1, Plot 3 received on 25/06/16
- BB/08/PPE4/14 House type 1, Plot 4 received on 25/05/16
- BB/08/PPE5/15 House type 2, Plot 5 received on 25/05/16

Reason: For the avoidance of doubt, to enable Northumberland National Park Authority to adequately control the development and to conform with Policies 1, 3, 5, 6, 9, 10, 12, 17, 18, 19, 20, 22, 25 and 27 of the Northumberland National Park Authority Core Strategy & Development Policies Document and the National Planning Policy Framework

3. Prior to the commencement of development, details of the design and materials of the proposed boundary treatments and recycling and refuse stores shall be submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed in writing with the Local Planning Authority, the boundary treatments shall be installed in accordance with the locations set out in drawing BB/08/PSP/06 received on 26th May 2016 and shall be implemented in full prior to the first occupation of that dwelling. The development shall be carried out in full accordance with the approved details.

Reason: To ensure that the boundary treatments and stores used are appropriate in the context of the design of the development and its surrounding area and for the development to accord with NNPA Core Strategy policies 1 and 3, the NNPA Building Design Guide SPD and Chapter 6 of the NPPF.

4. Prior to the construction of the first dwelling, a hard landscaping scheme to include details of all hard landscaping and hard surfacing on the site shall be submitted to, and approved in writing by, the Local Planning Authority. The scheme shall include specific details of proposed materials and locations for hard landscaping and in all external areas of the site. The hard landscaping shall be carried out in accordance with the approved details.

Reason: In the interests of protecting the visual character of the area, in accordance with policies, 1, 3 and 20 of the Core Strategy and the NPPF.

5. Prior to the construction of the first dwelling, a soft landscaping scheme to include details, including exact locations, species and specifications of all trees, shrubs and other soft landscaping on the site shall be submitted to, and approved in writing by, the Local Planning Authority. The soft landscaping shall be carried out in accordance with the approved details.

Reason: In the interests of protecting the visual character of the area in accordance with Core Strategy Policies 1, 3 and 20 and the NPPF.

6. Prior to the construction of the first dwelling, a scheme to provide native hedge along the northern and eastern boundaries of the site shall be submitted to the LPA in writing, with locally native species composition to be detailed as part of this scheme. The hedge shall be provided on site in accordance with the approved scheme, within the first planting season (October – April) following the commencement of the construction of the first dwelling on site, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that the loss of part of an existing hedge is adequately compensated for, in line with the recommendations of the submitted ecological survey, and in order to conserve the biodiversity of the National Park in accordance with Core Strategy Policy 17 and Chapter 11 of the NPPF.

7. Prior to the commencement of each dwelling (or agreed group of dwellings), a detailed and accurate specification of measures to support roosting bats and/or breeding house martins within the site for each dwelling (or agreed group of dwellings) shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: In order to provide an adequate level of compensation for the loss of feeding habitats for birds and bats, in line with the recommendations of the submitted ecological survey, to ensure that the biodiversity of the National Park is conserved in accordance with Core Strategy Policy 17 and Chapter 11 of the NPPF.

8. Any site clearance or ground disturbance should not be undertaken in the bird breeding season (March-August), unless a checking survey has first been undertaken by a suitably qualified ecologist and any birds that are found to be nesting being allowed to finish nesting before such work commences.

Reason: To ensure that ground nesting birds on the site are protected and for the development to accord with NNPA Core Strategy Policy 17 and Chapter 11 of the NPPF.

9. No development shall take place until a programme of archaeological evaluation has been carried out by a suitably qualified archaeological professional and submitted to and approved in writing by the local planning authority. If the results of this evaluation deem it to be necessary, then an archaeological trial trenching comprising of 5% of the area of the site to be developed should also be carried out, with the results of this submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure that there is no unacceptable risk to potential or unknown archaeology on the site and to ensure that cultural heritage of the historic village of Greenhaugh is not adversely affected by the development, having regard to Core Strategy policies 1, 3 and 18 and the NPPF.

10. Prior to the installation of any external lighting on each dwelling (or agreed group of dwellings), a detailed lighting scheme shall be submitted to, and approved by, the Local Planning Authority, to include:

- The specific location of all external lighting units
- Design of all lighting units design
- Details of beam orientation and lux levels across the site
- Any proposed measures such as motion sensors and timers that will be used as part of lighting units

The development shall be carried out in full accordance with the approved lighting scheme thereafter, unless external lighting is removed in its entirety.

Reason: In order to conserve the tranquillity and intrinsically dark character of the National Park, in accordance with Policies 1, 17 and 19 of the Core Strategy and paragraph 125 of the NPPF.

11. Development shall not commence until a Construction Method Statement has been submitted to and approved in writing by the Local Planning Authority. The approved Construction Method Statement shall be adhered to throughout the construction period. The Construction Method Statement shall, where applicable, provide for:

- i. details of temporary traffic management measures, temporary access, routes and vehicles;
- ii. vehicle cleaning facilities;
- iii. the parking of vehicles of site operatives and visitors;
- iv. the loading and unloading of plant and materials;
- v. storage of plant and materials used in constructing the development
- vi. measures to control the emission of dust and dirt;

Reason: To prevent nuisance in the interests of residential amenity and highway safety, in accordance with NNPA Core Strategy Policy 3 and the NPPF.

12. The development shall not be occupied until the car parking areas indicated on *BB/08/PSP/06*, received on 25/05/16, have been surfaced. Thereafter, the car parking areas shall be retained in accordance with the approved plans and shall not be used for any purpose other than the parking of vehicles.

Reason: To ensure that there is adequate space within the site for the parking of vehicles, in the interests of highway safety, in accordance with NNPA Core Strategy Policy 3 and the NPPF.

13. Each dwelling shall not be occupied until the means of vehicular access serving that property has been constructed in accordance with the approved plans.

Reason: In the interests of highway safety, in accordance with Core Strategy Policy 3 and the NPPF.

14. Prior to the commencement of development hereby approved, samples of the natural stone and natural slate to be used for the external facing and roofing materials to be used in the construction of the dwellings shall be submitted to and approved in writing by the Local Planning Authority. The approved materials shall be consistent throughout the whole of the development site and shall comprise natural stone (not reconstituted stone) and 'natural' slate (not imported slate) unless otherwise agreed in writing by the Local Planning Authority. The dwellings shall be constructed in accordance with the approved samples.

Reason: To ensure that the materials used in the construction of the development are appropriate in the context of the design of the development and its surrounding area and for the development to accord with NNPA Core Strategy policies 1, 3 and 20, the NNPA Building Design Guide SPD and Chapter 6 of the NPPF.

15. Prior to the commencement of each dwelling (or agreed group of dwellings), precise details of renewable energy measures for generating energy from decentralised renewable and/or low carbon sources (as defined in Annex 2 of the National Planning Policy Framework) shall be submitted to, and formally approved in writing by, the Local Planning Authority. The information submitted should establish accurate details of the predicted energy requirements for each unit and demonstrate how the proposed renewable energy measures will maximise renewable and low carbon energy sources within the development. The approved renewable energy measures required for each dwelling shall be implemented in full before the first occupation of that dwelling.

Reason: To ensure that appropriate renewable energy and/or low carbon energy measures are included, in line with NNPA Core Strategy policies 1, 2 and 25 and Chapter 10 of the NPPF.

16. Unless otherwise agreed in writing with the Local Planning Authority, construction works shall not take place outside the hours of 0800 hours to 1800 hours Mondays to Fridays and 0900 hours to 1700 hours on Saturdays. Construction works shall not take place on Sundays or Bank Holidays.

Reason: In the interests of residential amenity of the occupiers of existing neighbouring properties and to accord with Policy 3 of the Core Strategy and the NPPF.

17. The development hereby permitted shall not be commenced until a scheme to deal with any contamination of land or pollution of controlled waters has been submitted to and approved in writing by the Local Planning Authority and until the measures approved in that scheme have been implemented. The scheme shall include all of the following measures unless the Local Planning Authority dispenses with any such requirement in writing:

a) A desk-top study carried out to identify and evaluate all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk-top study shall establish a 'conceptual site model' and identify all plausible

pollutant linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/ Quantitative Risk Assessment (or state if none required). Two full copies of the desk-top study and a non-technical summary shall be submitted to the Local Planning Authority without delay upon completion.

b) If identified as being required following the completion of the desk-top, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/ or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed new use. Two full copies of the site investigation and findings shall be forwarded to the Local Planning Authority without delay upon completion.

c) Thereafter, a written method statement detailing the remediation requirements for the land contamination and/ or pollution of controlled waters affecting the site shall be submitted and approved by the Local Planning Authority, and all requirements shall be implemented and completed to the satisfaction of the Local Planning Authority. No deviation shall be made from this scheme without express written agreement of the Local Planning Authority. If during redevelopment contamination not previously considered is identified, then the Local Planning Authority shall be notified immediately and no further work shall be carried out until a method statement detailing the scheme for dealing with the suspect contamination has been submitted to and approved in writing by the Local Planning Authority.

d) Two full copies of a full closure report shall be submitted to and approved by the Local Planning Authority. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Reason: To ensure that any contaminants within the site are dealt with in an appropriate manner to afford protection to the public, in accordance with Core Strategy Policy 3 and the NPPF.

18. If during development contamination not previously considered is identified, then an additional method statement regarding this material shall be submitted to and approved in writing by the Local Planning Authority. No building shall be occupied

until the method statement has been submitted to and approved in writing by the Local Planning Authority, and measures proposed to deal with the contamination have been carried out.

Reason: To protect the environment and ensure that the remediated site is reclaimed to an appropriate standard, in accordance with Core Strategy Policy 3 and the NPPF.

19. No building hereby permitted shall be occupied until details of soakaways and/or sustainable drainage systems for surface water drainage have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the submitted details.

Reason: To ensure that surface water can be adequately discharged from the site without the development creating a negative impact in terms of localised flooding or pollution and to accord with Core Strategy policies 1, 3, 17 and 27 and the National Planning Policy Framework.

20. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any other Order revoking or re-enacting the Order), no development permitted by Class E of Part 1 of the Order shall be carried out without the approval of a formal application to the Local Planning Authority.

Reason: To prevent subsequent development from resulting in an overdevelopment of the site, or causing harm in terms of neighbouring residential amenity, visual amenity or from impacting upon the special qualities of the National Park, in accordance with Core Strategy policies 1 and 3 and the NPPF.

Informative Notes :

1. This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
- (a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - (b) You or your agent or any other person responsible for implementing this permission should inform the local planning authority immediately of any proposed variation from the approved plans and ask to be advised as to the best method to

resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.

2. This consent is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond. If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent:

(a) If a condition precedent is not complied with, the whole of the development will be unauthorised and you may be liable to enforcement action.

(b) In addition if a condition precedent is breached, the development is unauthorised and the only way to rectify the development is the submission of a new application. If any other type of condition is breached then you will be liable to a breach of condition notice.

3. **Northumberland County Council Highways – New vehicle crossing point, Type Access A, (s.184)**

You should note that under the Highways Act 1980, vehicle crossing points are required. These works should be carried out before first use of the development. To arrange the installation of a vehicle crossing point (and to make good any damage or other works to the existing footpath or verge) you should contact Northumberland County Council Highways Planning on 01670 620295.

4. A copy of the specification for NCC standard access Type 'A' is included with the decision notice.

5. **Northumberland County Council Highways – Reminder to not store building material or equipment on the highway**

Building materials or equipment shall not be stored on the highway unless otherwise agreed with the Highway Authority (Northumberland County Council). You are advised to contact the NCC Street Works Team on 0345 600 6400 for skip and container licences.

6. This planning permission is granted subject to a legal agreement under section 106 of the Town and Country Planning Act 1990.

APPLICATION REFERENCE NUMBER : 16NP0053

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Positive and Proactive Planning Statement

The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against the relevant policies in the National Planning Policy Framework and the Northumberland National Park Core Strategy and Development Policies Document. As a result, the Local Planning Authority has been able to grant permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

Dated this:

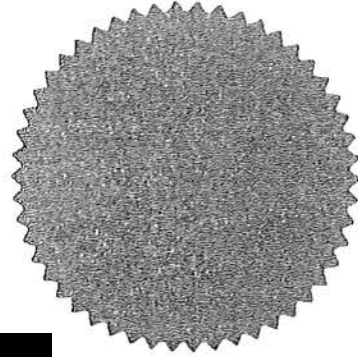
National Park Officer

Please note that this is not approval of plans under the Building Regulations. Also, this Planning Permission does not convey any approvals required under any other legislation, or override property rights held by other parties. Your attention is drawn to the notes attached. Failure to discharge planning conditions may result in the development not being authorised and subject to legal challenge.

NOTES

- (1) If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he or she may by notice served within six months of the date of this notice, appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990. Notice of Appeal may be submitted electronically via www.planningportal.gov.uk/pcs or on the Planning Appeal Form which may be obtained from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not, however, required to entertain such an appeal if it appears to them that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- (2) If permission to develop land is refused, or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he or she may serve on the Council within the boundaries of which the land is situated, a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
- (3) In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused, or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
- (4) Please note that only the applicant has the right to appeal. Third parties have no right to appeal against a planning decision.

THE SEAL of NORTHUMBERLAND)
NATIONAL PARK AUTHORITY was)
hereunto affixed in the presence of:)



Authorised Signatory

Seal No. 118

SIGNED as a DEED by
MICHAEL HUGH WALTON

Signature

In the presence of

Signature of witness

Name, address and occupation of witness

SIGNED as a DEED by
JOHN DAVID WALTON

Signature

In the presence of

Signature of witness

DEAN BEATTIE

East Highridge

walk Hexham

Farmer

Name, address and occupation of witness

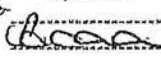
SIGNED as a DEED by
LLOYDS BANK PLC
acting by a director and its secretary or
two directors

Signature (Director)

Signature of witness

SIGNED AS A DEED
BY LISA JANE PACKHAM
as authorised signatory for
Lloyds Bank
in the presence of (Name of witness)
Wobaston Rd, Wolverhampton WV9 5HZ

Per Pro
Lloyds Bank



Name, address and occupation of witness

Signature (Director/Secretary)

Signature of witness

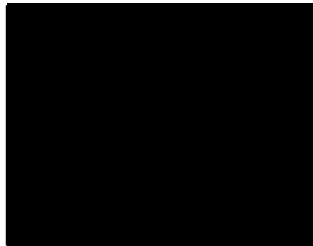
Name, address and occupation of witness

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

THE SEAL of NORTHUMBERLAND)
NATIONAL PARK AUTHORITY was)
hereunto affixed in the presence of:)



Authorised Signatory



Seal No. 150

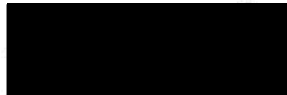
SIGNED as a DEED by
MICHAEL HUGH WALTON

X



Signature

In the presence of



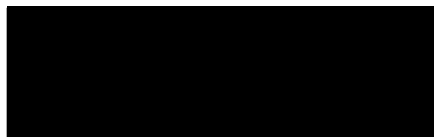
Signature of witness

Name, address and
occupation of
witness

Michael James Macgregor
Solicitor
Gibson & Co. Solicitors
27 Priestpoppie
Hexham
Northumberland
NE46 1PB

SIGNED as a DEED by
JOHN DAVID WALTON

X



Signature

In the presence of

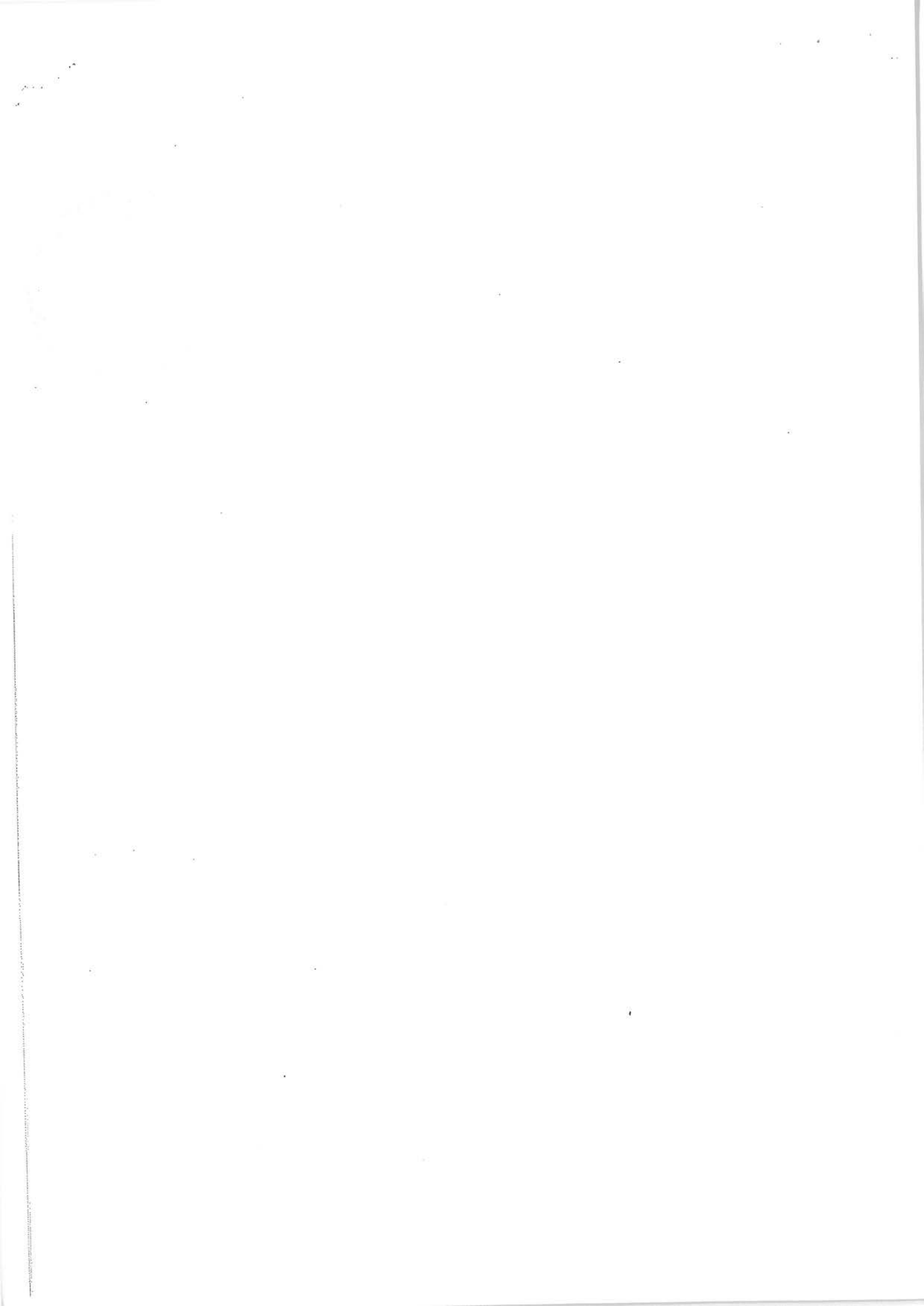


Signature of witness

Name, address and
occupation of
witness

Michael James Macgregor
Solicitor
Gibson & Co. Solicitors
27 Priestpoppie
Hexham
Northumberland
NE46 1PB

Executed as a Deed



By Case Handler

[name.....]

.....

Per pro Lloyds Bank plc

As authorised signatory for Lloyds Bank plc

In the presence of

(signature of witness.....)

[name.....]

Wobaston Road Wolverhampton WV9 5HZ

EXECUTED AS A DEED	
BY CASE HANDLER as authorised signatory for Lloyds Bank plc in the presence of (witness)	} Per Pro
Wobaston Road Wolverhampton WV9 5HZ	

