DATED 15th february 2024

between

WILTSHIRE COUNCIL

AND

LAURENCE OVENS and RUTH PRYOR OVENS

And

THE AGRICULTURAL MORTGAGE CORPORATION PLC

And

LAWES STEEL FABRICATIONS LIMITED

Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers
relating to Land at
Woolley Farm

Wiltshire Council

Solicitor to the Council
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: Iken [149629]

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ANNEX

ANNEX A. APPENDIX 1:PLAN 1, PLAN 2, NEW UNIT LAND PLAN, EXISTING UNIT LAND PLAN 20

THIS DEED is dated 15th February 2024

(1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (**Council**).

(2) **LAURENCE WILLIAM OVENS and RUTH PRYOR OWENS** of Woolley Green Farm Woolley Green Bradford on Avon BA15 1TY (**Owner**).

(3) **THE AGRICULTURAL MORTGAGE CORPORATION PLC** (Co. Regn. No. 234742) of Keens House, Anton Mill Road, Andover SP10 2NQ (**Mortgagee**)

(4) **LAWES STEEL FABRICATIONS LIMITED** (Co. Regn. No.) of 90 Heather Shaw Trowbridge Wiltshire BA14 7JT (**Occupier**).

BACKGROUND

(A) The Owner is the freehold owner of the Land registered at the Land Registry under title number WT458555 shown for the purposes of identification only edged red on Plan 1 and Plan 2

(B) The Council is the local planning authority for the purposes of the Act

(C) The Occupier is the Occupier of part of the Land with the benefit of a Lease dated 18th January 2024 made between L W and R P Ovens (1) and the Occupier (2)

(D) On [8th February 2024] the Council resolved to grant planning permissions for the Development subject to conditions (such conditions being those comprised in the draft Planning Permissions contained at Schedule 4 hereof) and the prior completion of this Deed in the interests of the proper planning of the area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

The definitions and rules of interpretation in this clause apply in this deed:

"the Act"	the Town and Country Planning Act 1990 as amended
"The B2 Unit"	the replacement unit permitted by planning permission PL/2023/07555

"B2 Unit Land"	the land hatched red on the B2 Unit Plan
"B2 Unit Plan"	the plan attached and labelled "B2 Unit Plan"
"Cessation of Use"	the cessation of the use of the Existing Unit Land by the Occupier
"Cessation Date"	When the B2 Unit has reached Practical Completion or by 8 November 2024, whichever is sooner except that such period shall be extended in the event of an "Unexpected Delay" and such extension shall be for whatever period such delay has continued for provided that the Owner shall give the Council written notice of when they deem an "Unexpected Delay" to have occurred. "Unexpected Delay" for these purposes means: • The Council not issuing the Planning Permissions in the time limit provided for by Schedule 3 hereof. • The Council unreasonably withholding or delaying approval of an application or request for the discharge of pre-commencement or pre-occupations conditions contained in the Planning Permissions. • The Council unreasonably withholding or delaying Approval of an application for building regulations Approval. • Any legislation or requirement or guidance published by a competent authority which prohibits, prevents or restricts the building of the Development arising due to Covid-19 or the occurrence of any other national or local pandemic disease. • Proceedings having been issued pursuant to clause 8.5 (c) hereof.

"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 [with the exception of investigation of ground conditions and remedial work archaeological work demolition and erection of fences or hoardings and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and Commence and Commenced shall be construed accordingly
"Completion"	The date of issue of building regulation completion certificate to the Owner's architect or other authorised agent of the Owner or in the event that the Development is constructed by a party other than the Owner the date of issue of the building regulation completion certificate to the other party's architect or other authorised agent (whether by the local authority or an approved inspector) and "Complete" shall be construed accordingly
"**Development**"	The development permitted by the Planning Permissions being Redevelopment of former farm yard with three detached dwellings and associated works and Erection of B2 General Purpose Industrial Building
"Existing Unit Land"	The land shown hatched red on the plan attached and labelled "Existing Unit Plan".
"Existing Unit Land Plan"	the plan attached and marked "Existing Unit Land Plan"
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"**Land**"	the land on the north side of Woolley Green, Bradford on Avon, Wiltshire, BA15 1TY and shown edged red on Plan 1 and Plan 2

"Lease"	a Lease dated 18th January 2024 made between L W and R P Ovens (1) and the Occupier (2)
"**Occupation**" and "**Occupied**"	occupation for the purposes permitted by the Planning Permissions but not including occupation by personnel engaged in construction and "Occupy" shall be construed accordingly
"Monitoring Fee"	means the sum of seven hundred and fifty pounds £750.00 payable by the Owner required for the Council the monitoring of the provisions of this agreement
"Plan 1"	The plan attached and marked "Plan 1"
"Plan 2"	The plan attached and marked "Plan 2"
"**Planning Applications**"	the planning applications for full planning permissions for registered by the Council on 07/09/2023 and 11/09/2023 and allocated reference numbers PL/2023/07554 (the application site for which is shown edged red on Plan 1) and PL/2023/07555 (the application site for which is shown edged red on Plan 2).
"**Planning Permissions**"	the planning permissions for the Development that may be granted pursuant to the Planning Applications
"Practical Completion"	the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by

	a party other than the Owner the issue of a certificate of practical completion by the other party's architect
"Residential Unit"	being one of the 3no. residential units permitted by the Planning Permissions
"Working Day(s)"	days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. Construction of this Deed

2.1. Words importing the masculine include the feminine and neuter gender and vice versa

2.2. Words importing the singular include the plural and vice versa

2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner

2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually

2.5. Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of "the Owner/Occupier" are fulfilled as expeditiously as possible

2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed

2.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion

2.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it

2.10. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council

2.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

3. Statutory provisions

3.1. This Deed is made pursuant to the following:

Section 106 of the Act
Section 111 of the Local Government Act 1972
Section 93 Local Government Act 2003
Section 1 Localism Act 2011
and all other enabling powers

and has been entered into by the Council pursuant to those powers

3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

3.3. It is acknowledged that the obligations contained in this Agreement are:

3.3.1. necessary to make the Development acceptable in planning terms;

3.3.2. directly related to the Development; and

3.3.3. fairly and reasonably related in scale and kind to the Development

in accordance with the requirements of Regulation 122 of the CIL Regulations

4. Commencement

4.1. This Deed takes effect on the grant of the Planning Permissions (and for the avoidance of doubt this shall mean the approval for development applied for under both Planning Applications – PL/2023/07554 and PL/2023/07555).

4.2. The Owner shall notify the Council of the Commencement of Development and and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice

4.3. If the Owner has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its reasonable costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

5. The Owner's Covenants

Subject to clause 8.5, The Owner covenants with the Council as set out in Schedule 1.

6. The Occupiers Covenants

Subject to clause 8.5, The Occupier covenants with the Council as set out in Schedule 2.

7. The Council's Covenants

The Council covenants with the Owner as set out in Schedule 3.

8. General

The parties agree that:

8.1. Nothing in this Deed constitutes an obligation to grant planning permissions or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

8.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)

8.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

8.4. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

8.5. If the Planning Permissions:

(a) expires within the meaning of Sections 91 92 or 93 of the Act; or

(b) is revoked, quashed or modified without the consent of the Owner or;

(c) An application for judicial review or an application pursuant to 288 of the Town and Country Planning Act 1990 brought by a party other than the Owner or Occupier arising from the grant of a Planning Permission or related matter (including the council giving written approval to the requirements of a planning condition of the Planning Permission), including in each case any application for permission to apply and any appeals to a higher court following a judgment of a lower court.

this Deed shall cease to have effect except that the provisions shall apply should an application be made pursuant to 8.5 (c) but only once the Proceedings are Finally Determined.

Definitions for the purposes of this clause shall mean:

"**Proceedings**": means: An application for judicial review or an application pursuant to 288 of the Town and Country Planning Act 1990 brought by a party other than the Owner or Occupier arising from the grant of a Planning Permission or related matter (including the council giving written approval to the requirements of a planning condition of the Planning Permission), including in each case any application for permission to apply and any appeals to a higher court following a judgment of a lower court.

"**Finally Determined**": means: Proceedings have been exhausted and have resulted in the Planning Permissions (including any conditions, discharge of conditions relating thereto and written approval given by the Council pursuant to the Council) being finally upheld which is incapable of challenge by further Proceedings..

8.6. This Deed shall be registerable as a local land charge by the Council

8.7. If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry

8.8. Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

8.9. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Deed

8.10. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations

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

9. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by pre-paid first class post or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference [Iken 149629] and copied to the Section 106 and Community Infrastructure Levy Officer

10. Waiver

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

11. Change in Ownership

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

12. Interest

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

13. VAT

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

13.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

14. Indemnity

14.1. The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

a) Compensation (including any claim arising under the Land Compensation Acts)
b) Damages
c) Costs
d) Charges
e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

14.2. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

14.3. The Owner hereby undertakes and agrees with the Council that the Indemnity provisions Clauses 15 - 15.2 of this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling during the course of the Development on the Land and the Owner will hold the Council fully indemnified from and against each and every said claim

14.4 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council.

15. Mortgagee's consent

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of the Mortgagee over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee and any future mortgagee of the Land shall have no liability under this Agreement unless it itself caused the breach of the Agreement whilst mortgagee in possession, in which case it too will be bound by the obligations as if it were a person deriving title in the Land from the Owner. The Mortgagee and any future mortgagee of the Land shall in no circumstances be liable for any pre-existing breach. The Mortgagee and any future mortgagee of the Land shall have no liability after they have discharged the security or disposed of the Land which is subject to their security, whether by sale or otherwise."

16. VAT

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

16.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed, then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

17. **The provisions of this Deed shall not bind the following:**

17.1 any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Deed may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed

18. The Council, Owner and Occupier shall in connection with this Agreement act in good faith towards one another, sincerely and fairly.

19. **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

SCHEDULE 1 –

The Owner covenants with the Council:

1. To pay the Monitoring Fee to the Council on the date when the Planning Permissions are issued.

2. not to occupy any Residential Unit until the Cessation of Use takes place

3. to offer occupation of the B2 Unit to the Occupier under a lease to be entered into once the B2 Unit has reached Practical Completion

4. to use reasonable endeavours to procure the Cessation of Use by the Occupier on or before the Cessation Date.

SCHEDULE 2 –

The Occupier covenants with the Council:

1. To cease the use of the Existing Unit Land by the Cessation Date

2. From the Cessation Date not use any part of the Land other than Unit B2 Unit Land for business purposes but may use such other land as authorised by the Owner for use as a means of access thereto.

SCHEDULE 3

The Council Covenants with the Owner as follows;

1. To issue the Planning Permission in the form appended hereto at Schedule 4 within Days of the date hereof
2. To use the Monitoring Fee for the monitoring of the provisions of this agreement.

SCHEDULE 4 –

THE DRAFT PLANNING PERMISSIONS

Wiltshire Council

The Town and Country Planning Act 1990

DRAFT Approval of Full Planning Permission with Conditions

Application Reference Number: PL/2023/07554

Decision Date:DRAFT

Applicant:	Mr Laurence Ovens Woolley Green Farm, Woolley Green, Bradford on Avon, BA15 1TY
Particulars of Development:	Redevelopment of former farm yard with three detached dwellings and associated works
At:	Woolley Green Farm, Bradford On Avon, BA15 1TY

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In pursuance of its powers under the above Act, the Council hereby **GRANT PLANNING PERMISSION** for the above development to be carried out in accordance with the application and plans submitted (listed below).

In accordance with paragraph 38 of the National Planning Policy Framework, Wiltshire Council has worked proactively to secure this development to improve the economic, social and environmental conditions of the area.

Subject to the following conditions:

Conditions:

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

REASON: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

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

Location Plan (2783-19); Site Sections (2783-17B); House 1 and garage elevations and floor plans (2783-11B); House 2 and garage elevations and floor plans (2783-12A); House 3 elevations and floor plans (2783-13B); Contamination Report, Arboricultural Report, Ecology Statement, Heritage Statement and Design and Access Statement - all received 5 September 2023

Site as Existing (1128.01C); and Transport Statement; and Landscape Report - all received 7 September 2023

Planning Statement - received 5 October 2023

CTM Wildlife Ecological Assessment and BNG calculation - received 9

October 2023

Site as Proposed (1128.02D -(LanDesign) - Received 13 November 2023

Site Layout Plan (2783-15H) - received 15 November 2023

REASON: For the avoidance of doubt and in the interests of proper planning.

3 Prior to the commencement of works on site, including ground works/excavation, site clearance, vegetation clearance and boundary treatment works, a Construction Environmental Management Plan (CEMP) shall be submitted to the local planning authority for approval in writing. The Plan shall provide details of the avoidance, mitigation and protective measures to be implemented before and during the construction phase, including but not necessarily limited to, the following:

a) Identification of ecological protection areas/buffer zones and tree root protection areas and details of physical means of protection, e.g., exclusion fencing.
b) Measures to be implemented to protect habitat features e.g., dry ditch and pond.
c) Working method statements for protected/priority species, such as nesting birds and bats.
d) Work schedules for activities with specific timing requirements in order to avoid/reduce potential harm to ecological receptors; including details of when a licensed ecologist and/or ecological clerk of works (ECoW) shall be present on site, if required.
e) Key personnel, responsibilities and contact details (including Site Manager and ecologist/ECoW).

Development shall be carried out in strict accordance with the approved CEMP.

REASON: To ensure adequate protection and Mitigation for ecological receptors prior to and during construction, and that works are undertaken in line with current best practice and industry standards and are supervised by a suitably licensed and competent professional ecological consultant where applicable.

4 No development of the outer finishing skin of the dwellings hereby approved shall commence until full details and samples of the stone (walls), stone and clay roof tiles and timber boarding to be used have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

REASON: In the interests of visual amenity and the character and appearance of the area and the setting of the adjacent listed building

5 Before the development hereby approved is first occupied the first-floor bathroom velux window in the southern elevation of plot 3 shall be glazed with obscure glass only [to an obscurity level of no less than level 4] and the window shall be permanently maintained with obscure glazing in perpetuity.

REASON: In the interests of residential amenity and privacy.

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6 All soft landscaping comprised in the approved details of landscaping (AREA A) shall be carried out in the first planting and seeding season following the first occupation of the building(s) or the completion of the development whichever is the sooner; All shrubs, trees and hedge planting shall be maintained free from weeds and shall be protected from damage by vermin and stock. Any trees or plants which, within a period of five years, die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local planning authority. All hard landscaping shall also be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a programme to be agreed in writing with the Local Planning Authority.

REASON: To ensure a satisfactory landscaped setting for the development and the protection of existing important landscape features.

7 The development hereby approved shall be carried out in strict accordance with the following documents:

• Site As Proposed. Drawing no: 1128.02D. June 2023. Landesign Associates.
• Preliminary Ecological Assessment & Net Gain Calculation. V2.0. 10th October 2023. CTM Wildlife
• Small Sites Metric 4.0 completed by CTM Wildlife on 8th October 2023.

REASON: For the avoidance of doubt and for the protection, mitigation and enhancement of biodiversity.

8 No dwelling hereby approved shall be first occupied until a Landscape and Ecology Management Plan (LEMP) has been submitted to and approved in writing by the Local Planning Authority. The LEMP will include:

a) Long term objectives and targets in accordance with the Small Sites Metric 4.0 (completed by CTM Wildlife on 8th October 2023).
b) Management responsibilities and maintenance schedules for each ecological feature within the development as identified in Site As Proposed (Drawing no: 1128.02D)
c) The mechanism for monitoring success of the management prescriptions with reference to the appropriate Biodiversity Metric target Condition Assessment Sheet(s).
d) A procedure for review and necessary adaptive management in order to attain targets.

The LEMP shall be implemented in full and for the lifetime of the development in accordance with the approved details.

REASON: To ensure the long-term management of landscape and

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ecological features retained and created by the development, for the benefit of visual amenity and biodiversity for the lifetime of the scheme.

9 No development hereby approved shall extend above slab level until details of the number, design and locations of features for bats and birds have been submitted to the local authority for approval. These details should be clearly shown on an enforceable plan (e.g., site plan/technical elevations drawing). The approved details shall then be implemented before occupation of each dwelling.

These features will continue to be available for the target species for the lifetime of the development.

REASON: To provide enhancement for biodiversity.

10 No external light fixture or fitting shall be installed within the application site unless details of existing and proposed new lighting have been submitted to and approved by the Local Planning Authority in writing. The submitted details will demonstrate how the proposed lighting will impact on bat habitat compared to the existing situation.

REASON: To avoid illumination of habitat used by bats.

11 No dwelling hereby appropved shall be first occupied, until the cycle and footpath link to BRAD11 has been fully provided as shown on "Landscape Associates Site as Proposed" plan 1128.02D.

REASON: In the interests of pedestrian safety allowing occupants a safe walking route towards the road crossing over the B3105 towards Woolley Grange Hotel and Bradford on Avon

NOTE: The site layout plan 2783-15 Rev H shows the path to be immediately adjacent to the boundary walls of Nos 6, 7, 8 and 9 Woolley Green whereas the Landscape Associates Plan shows an approximate 3 metre gap from the boundary to the inside line of the path.

12 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended by the Town and Country Planning (General Permitted Development) (Amendment) (No.3) (England) Order 2020 (or any Order revoking or re-enacting or amending that Order with or without modification), no windows, doors or other form of openings other than those shown on the approved plans, shall be inserted in the southern or eastern elevations above ground floor ceiling level of the development hereby permitted.

REASON: In the interests of residential amenity and privacy

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13 No dwelling hereby approved shall be first occupied, until the visibility splays shown on the approved plans (2783-15 Rev H) have been provided with no obstruction to visibility at or above a height of 900mm above the nearside carriageway level. The visibility splays shall be maintained free of obstruction at all times thereafter.

Reason: In the interests of highway safety

14 No part of the development shall be first occupied, until the former access is formally closed off with a stone wall built to a maximum of 900mm as shown on plan 2783-15 rev H.

REASON: In the interests of highway safety and visual amenity

Informatives:

Nesting Birds

All British birds, their nests and eggs are protected under Section 1 of the Wildlife and Countryside Act 1981 (as amended) and the Countryside and Rights of Way Act 2000 while birds are nesting, building nests and sitting on eggs. The applicant is advised to check any structure or vegetation capable of supporting breeding birds and delay removing or altering such features until after young birds have fledged. Damage to extensive areas that could contain nests/breeding birds should be undertaken outside the breeding season. This season is usually taken to be the period between 1st March and 31st August but some species are known to breed outside these limits.

Protected Species General

The applicant should note that under the terms of the Wildlife and Countryside Act 1981 (as amended) and the Habitats Regulations 2017 (as amended) it is an offence to disturb or harm any protected species including for example, breeding birds and reptiles. The protection offered to some species such as bats, extends beyond the individual animals to the places they use for shelter or resting. Please note that this consent does not override the statutory protection afforded to any such species. In the event that your proposals could potentially affect a protected species you should seek the advice of a suitably qualified and experienced ecologist and consider the need for a licence from Natural England prior to commencing works. Please see Natural England's website for further information on protected species.

The applicant is advised that the development hereby approved may represent chargeable development under the Community Infrastructure Levy Regulations 2010 (as amended) and Wiltshire Council's CIL Charging Schedule. If the development is determined to be liable for CIL, a Liability Notice will be issued notifying you of the amount of CIL payment due. If an Additional Information Form has not already been submitted, please submit it now so that we can determine the CIL liability. In addition, you may be able to claim exemption or relief, in which case, please submit the relevant form so that we can determine your eligibility. The CIL Commencement Notice

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and Assumption of Liability must be submitted to Wiltshire Council prior to commencement of development. Should development commence prior to the CIL Liability Notice being issued by the local planning authority, any CIL exemption or relief will not apply and full payment will be required in full and with immediate effect. Should you require further information or to download the CIL forms please refer to the Council's Website https://www.wiltshire.gov.uk/dmcommunityinfrastructurelevy.

Parvis Khansari **~ Corporate Director, Place**

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NOTES

1 **Other Necessary Consents.** This document only conveys permission for the proposed development under Part III of the Town and Country Planning Act 1990 and the applicant must also comply with all the byelaws, regulations and statutory provisions in force in the area and secure such other approvals and permissions as may be necessary under other parts of the Town and Country Planning Act 1990 or other legislation.

1.1 the need in appropriate cases to obtain approval under Building Regulations. **(The Building Regulations may be applicable to this proposal. Please contact the Council's Building Control team before considering work on site);**

1.2 the need to obtain an appropriate order if the proposal involves the stopping up or diversion of a public right of way or other highway (including highway verge);

1.3 the need to obtain a separate "Listed Building Consent" to the demolition, alteration or extension of any listed building of architectural or historic interest;

1.4 the need to make any appropriate arrangements under the Highways Act 1980, in respect of any works within the limits of a highway. The address of the Highway Authority is County Hall, Trowbridge, BA14 8JD (It is the responsibility of the applicant to ascertain whether the proposed development affects any listed building or public right of way / other highway, including highway verge).

2 **Appeals.** If the applicant is aggrieved by the decision of the local planning authority to grant permission subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of this decision. (Information and forms relating to the appeals process can be found at the Planning Portal - http://www.planningportal.gov.uk/planning/appeals).

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Wiltshire Council

The Town and Country Planning Act 1990

DRAFT Approval of Full Planning Permission with Conditions

Application Reference Number: PL/2023/07555

Decision Date: DRAFT

Applicant:	Mr Laurence Ovans Woolley Green Farm , Woolley Green, Bradford on Avon, BA15 1TY
Particulars of Development:	Erection of B2 General Purpose Industrial Building and associated works to include acoustic barrier and new landscape planting
At:	Woolley Green Farm, Bradford On Avon, BA15 1TY

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In pursuance of its powers under the above Act, the Council hereby **GRANT PLANNING PERMISSION** for the above development to be carried out in accordance with the application and plans submitted (listed below).

In accordance with paragraph 38 of the National Planning Policy Framework, Wiltshire Council has worked proactively to secure this development to improve the economic, social and environmental conditions of the area.

DRAFT Subject to the following conditions:

Conditions:

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

REASON: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

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

Location Plan (2783-20); Proposed floor Plan (2783-14B); Topographical Survey; Contamination Report; Arboricultural Report; Ecology Statement,; Heritage Statement; Design and Access Statement and Noise Impact Assessment - all received 5 September 2023

Illustrative sections (1128.03), Site as Existing (1128.01C); Transport Statement and Landscape Report (3 parts) - all received 7 September 2023

Proposed Elevations and Section (2783-16B) - received 11 September 2023

Site as Existing (1128.01C); and Transport Statement; and Landscape Report - all received 7 September 2023

Planning Statement - received 5 October 2023

CTM Wildlife Ecological Assessment and BNG calculation - received 9 October 2023

Site as Proposed (1128.02D -(LanDesign) - Received 13 November 2023

Site Layout Plan (2783-15H) - received 15 November 2023

Noise Management Plan – received 8 February 2024

REASON: For the avoidance of doubt and in the interests of proper planning.

3 The B2 industrial building hereby approved shall be designed, constructed, and maintained fully in accordance with the details within section 6.2 of the Acoustics Consultants Ltd Noise Impact Assessment Reference 10271/SL Dated 5th June 2023 (pages 21-27).

A post installation noise assessment shall be carried out and submitted to the local planning authority for approval within 1 month of the building being substantially completed to confirm compliance with the noise criteria and additional steps required to achieve compliance shall be taken, as necessary. The details as approved thereafter shall remain in perpetuity.

REASON: Core policy 57, Ensuring high design and place shaping such that appropriate levels of amenity are achievable

NOTE: Condition 18 may also require to be discharged for a second time if working practices need to change should 'additional steps' be required to achieve compliance with the noise report

4 The staffroom, office and reception doors that lead into the steel fabrication room and outside shall fully accord with section 6.2.4 of the the Acoustics Consultants Ltd Noise Impact Assessment Reference 10271/SL Dated 5th June 2023 ("*all internal doors achieve, at a minimum, 30 dB Rw to help reduce sound transmission*"). Additionally the same doors shall be fitted with door closers which ensure the doors will remain closed except for access and egress.

REASON: Core policy 57, Ensuring high design and place shaping such that appropriate levels of amenity are achievable

NOTE: This condition will allow people working in the office to be able to open windows.

5 The rooflights forming part of the development hereby approved shall be permanently fixed shut.

REASON: Core policy 57, Ensuring high design and place shaping such that appropriate levels of amenity are achievable.

6 The use hereby approved shall only take place between the hours of 0700

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and 1800 hours Mondays to Fridays and between 0900 and 1200 on Saturdays. The use shall not take place at any time on Sundays and Bank or Public Holidays.

REASON: To ensure the creation/retention of an environment free from intrusive levels of noise and activity in the interests of the amenity of the area.

7 No externally mounted plant including the paint shop extract or air conditioning units shall be installed until an assessment of the acoustic impact arising from their operation is undertaken in accordance with BS4142:2014 +A1:2019. Background levels (LA90) to be used in the assessment are taken from section 5.4.1 of the Acoustics Consultants Ltd Noise Impact Assessment Reference 10271/SL Dated 5th June 2023 which are 38dB LA90,1hour at the boundary of dwellings to the east (existing and proposed) and 41dB LA90, 1hour at the boundary of dwellings to the west.

The assessment shall be submitted to the Local PlanningAuthority together with a scheme of attenuation measures to demonstrate the rated level of noise be 10dB below the background sound level at the assessment position. The details as approved shall be implemented prior to use of the plant and thereafter be permanently retained.

REASON: Core policy 57, Ensuring high design and place shaping such that appropriate levels of amenity are achievable.

8 The 'goods out' door forming part of this development hereby approved (adjacent to the paint shop) shall be closed whenever paint spraying is taking place.

REASON: Core policy 57, Ensuring high design and place shaping such that appropriate levels of amenity are achievable, and neighbours are protected from adverse levels of odour emissions.

9 No external light fixture or fitting will be installed within the application site unless details of existing and proposed new lighting have been submitted to and approved by the Local Planning Authority in writing. The submitted details will demonstrate how the proposed lighting will impact on bat habitat compared to the existing situation.

REASON: To avoid illumination of habitat used by bats

10 The development hereby approved shall be carried out in strict accordance with the following documents:

• Site As Proposed. Drawing no: 1128.02D. June 2023. Landesign Associates.

• Preliminary Ecological Assessment & Net Gain Calculation. V2.0. 10th October 2023. CTM Wildlife

• Small Sites Metric 4.0 completed by CTM Wildlife on 8th October 2023.

REASON: For the avoidance of doubt and for the protection, mitigation and

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enhancement of biodiversity.

11 Prior to the commencement of works on site, including ground works/excavation, site clearance, vegetation clearance and boundary treatment works, a Construction Environmental Management Plan (CEMP) shall be submitted to the local planning authority for approval in writing. The Plan shall provide details of the avoidance, mitigation and protective measures to be implemented before and during the construction phase, including but not necessarily limited to, the following:

a) Identification of ecological protection areas/buffer zones and tree root protection areas and details of physical means of protection, e.g., exclusion fencing.
b) Measures to be implemented to protect habitat features e.g., dry ditch and pond.
c) Working method statements for protected/priority species, such as nesting birds and bats.
d) Work schedules for activities with specific timing requirements in order to avoid/reduce potential harm to ecological receptors; including details of when a licensed ecologist and/or ecological clerk of works (ECoW) shall be present on site, if required.
e) Key personnel, responsibilities and contact details (including Site Manager and ecologist/ECoW).

Development shall be carried out in strict accordance with the approved CEMP.

REASON: To ensure adequate protection and Mitigation for ecological receptors prior to and during construction, and that works are undertaken in line with current best practice and industry standards and are supervised by a suitably licensed and competent professional ecological consultant where applicable.

12 The B2 use hereby approved shall not be first brought into use until full details and elevation plans of the 3m high acoustic fence and security fence has been submitted to and approved in writing by the local planning authority.

REASON: In the interests of visual amenity

13 The B2 use shall not be first brought into use until the acoustic fence and bund have both been erected in full compliance with the approved details and thereafter, both shall be maintained and retained for the lifetime of this development.

REASON: In the interest of visual and neighbouring amenity.

14 The development hereby approved shall not be first brought into use until the visibility splays shown on the approved plans (2783-15 Rev H) have been provided with no obstruction to visibility at or above a height of 900mm above the nearside carriageway level. The visibility splays shall be maintained free of obstruction at all times thereafter.

REASON: In the interests of highway safety

15 The development hereby approved shall not be first brought into use until the former access is formally closed off with a stone wall built to a maximum

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of 900mm as shown on plan 2783-15 rev H.

REASON: In the interests of highway safety and visual amenity

16 The reconfigured and smaller access shall be fully completed with all details as shown on plans (LanDesign) Site as Proposed (1128.02D) and Site Layout Plan (2783-15H) by the first planting and seeding season following the first occupation of the (B2) building, to coincide with the implementation of condition 19 (soft and hard landscaping).

REASON: In the interests of highway safety and the visual amenity of the area.

17 The development hereby approved shall not be first brought into use until a Landscape and Ecology Management Plan (LEMP) has been submitted to and approved in writing by the Local Planning Authority. The LEMP will include:

a) Long term objectives and targets in accordance with the Small Sites Metric 4.0 (completed by CTM Wildlife on 8th October 2023).
b) Management responsibilities and maintenance schedules for each ecological feature within the development as identified in Site As Proposed (Drawing no: 1128.02D)
c) The mechanism for monitoring success of the management prescriptions with reference to the appropriate Biodiversity Metric target Condition Assessment Sheet(s).
d) A procedure for review and necessary adaptive management in order to attain targets.

The LEMP shall be implemented in full and for the lifetime of the development in accordance with the approved details.

REASON: To ensure the long-term management of landscape and ecological features retained and created by the development, for the benefit of visual amenity and biodiversity for the lifetime of the scheme.

18 The development hereby approved shall be managed in accordance with the approved Noise Management Plan for the lifetime of the permission. The noise management plan shall not be altered without agreement in writing from the Local Planning Authority.

REASON: In the interests of ensuring noise and disturbance to adjoining occupiers is minimised.

19 All soft landscaping comprised in the approved details of landscaping (AREA B) shall be carried out in the first planting and seeding season following the first occupation of the building; All shrubs, trees and hedge planting shall be maintained free from weeds and shall be protected from damage by vermin and stock. Any trees or plants which, die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local planning authority. The security fence shall also be erected in full accordance with the approved details (as discharged under condition 12) and completed at the same time as the soft landscaping in AREA B has been planted or installed.

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REASON: To ensure a satisfactory landscaped setting for the development and the protection of existing important landscape features.

Informatives:

The LanDesign existing site plan (1128.01C) identifies 'foundation pads' that have been installed on site (as seen by the case officer). These foundations are not linked to any planning permission. The applicant is respectfully encouraged to remove them or through the wider site landscaping plans, remove them from sight.

Parvis Khansari **~ Corporate Director, Place**

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NOTES

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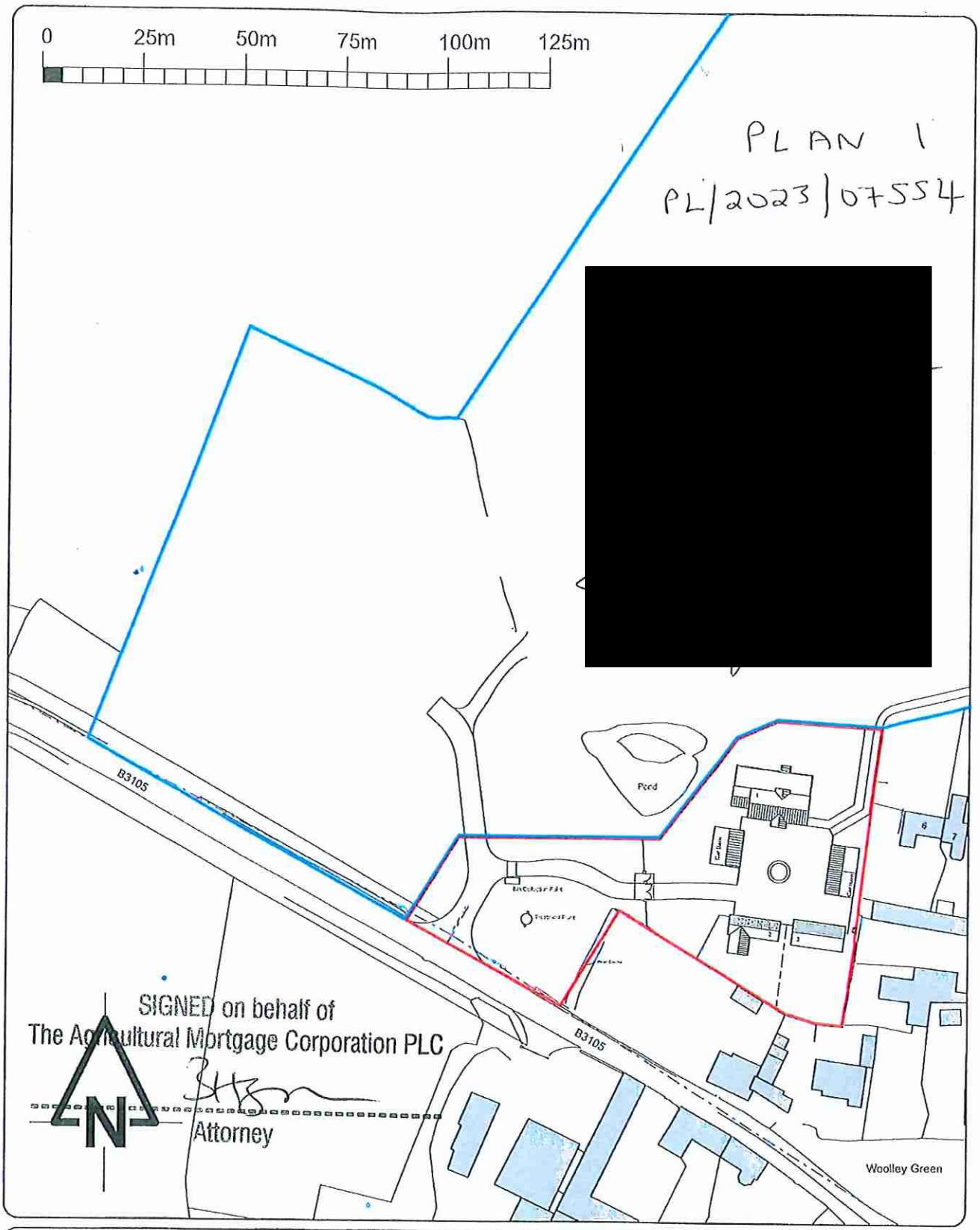
Annex A. Appendix 1: "Plan 1", "Plan 2", "B2 Land Plan" and "Existing Unit Land Plan"



The Old Ride
Bath Road
Bradford on Avon
Wiltshire
Tel 01225 865220
Fax 01225 866093

ASHLEY DESIGN

CLIENT Laurence Ovens

PROJECT Woolley Green Farm, Woolley Green, Bradford on Avon, Wiltshire.

DRAWING TITLE Location Plan Housing

SCALE 1:1250@A4

DRAWN MAS

DATE Aug 2023

DRAWING NUMBER 2783-19

REVISIONS

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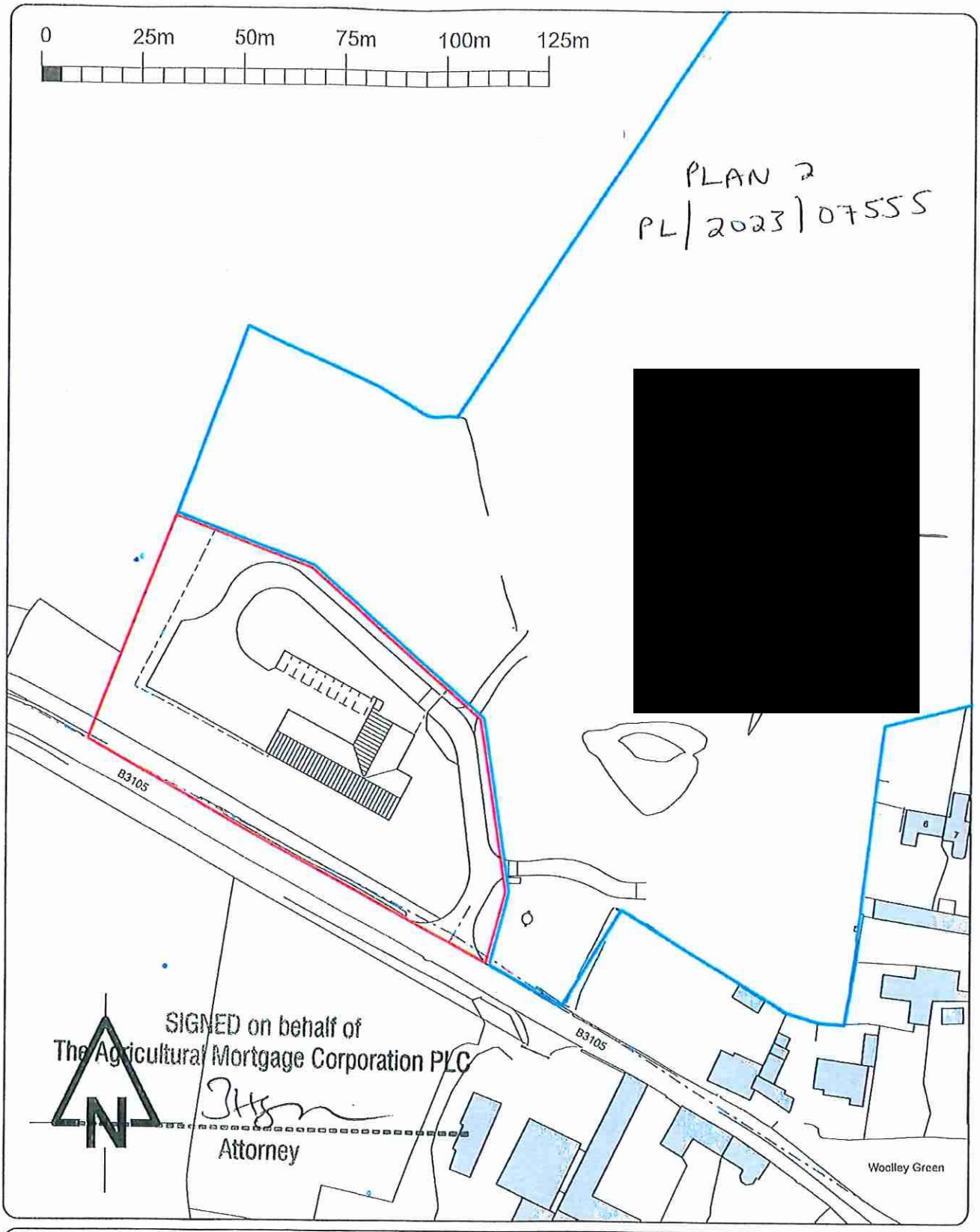

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CLIENT Laurence Ovens

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DRAWING TITLE Location Plan Shed

SCALE 1:1250@A4 DRAWN MAS DATE Aug 2023

DRAWING NUMBER 2783-20

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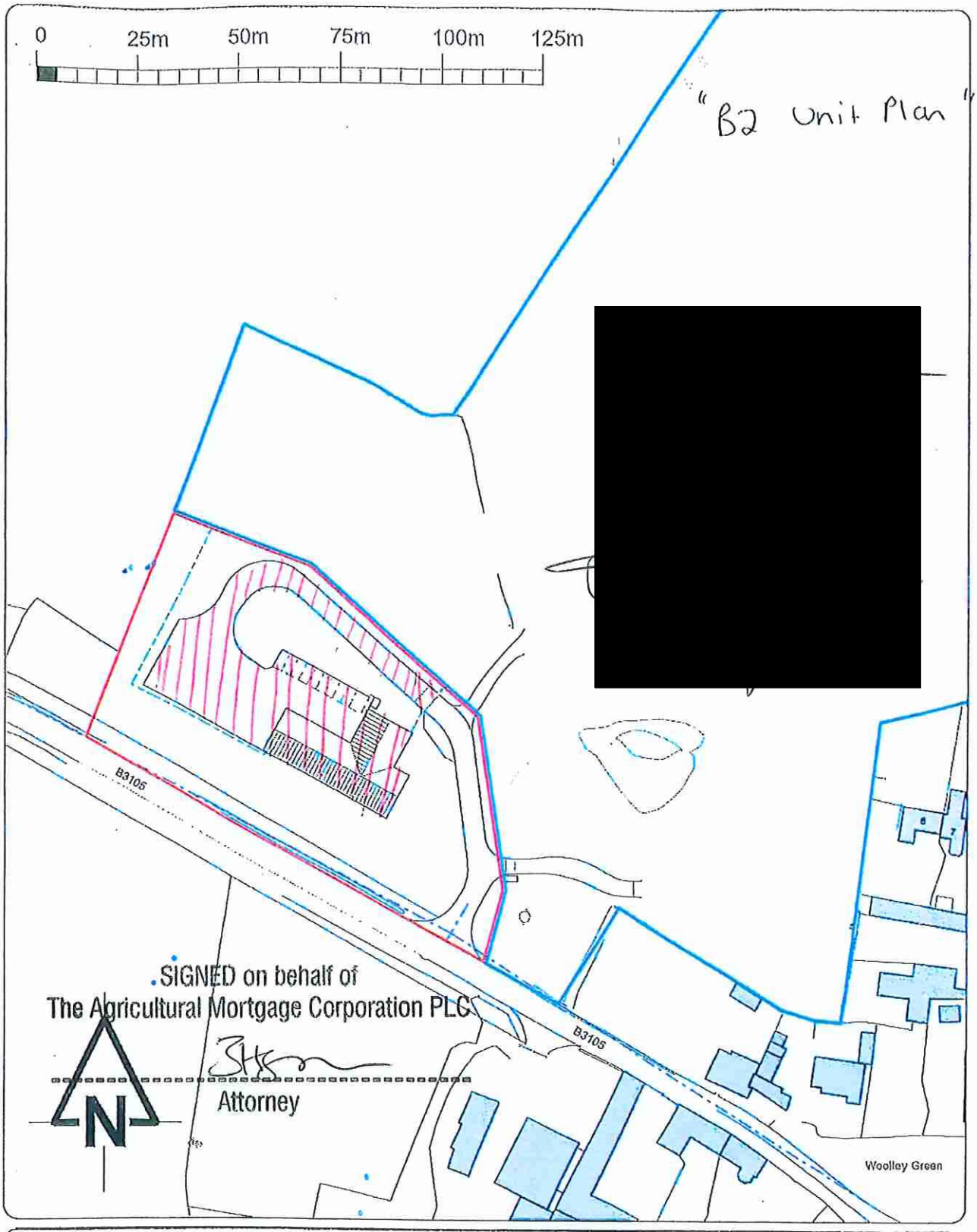

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DRAWING TITLE Location Plan Shed

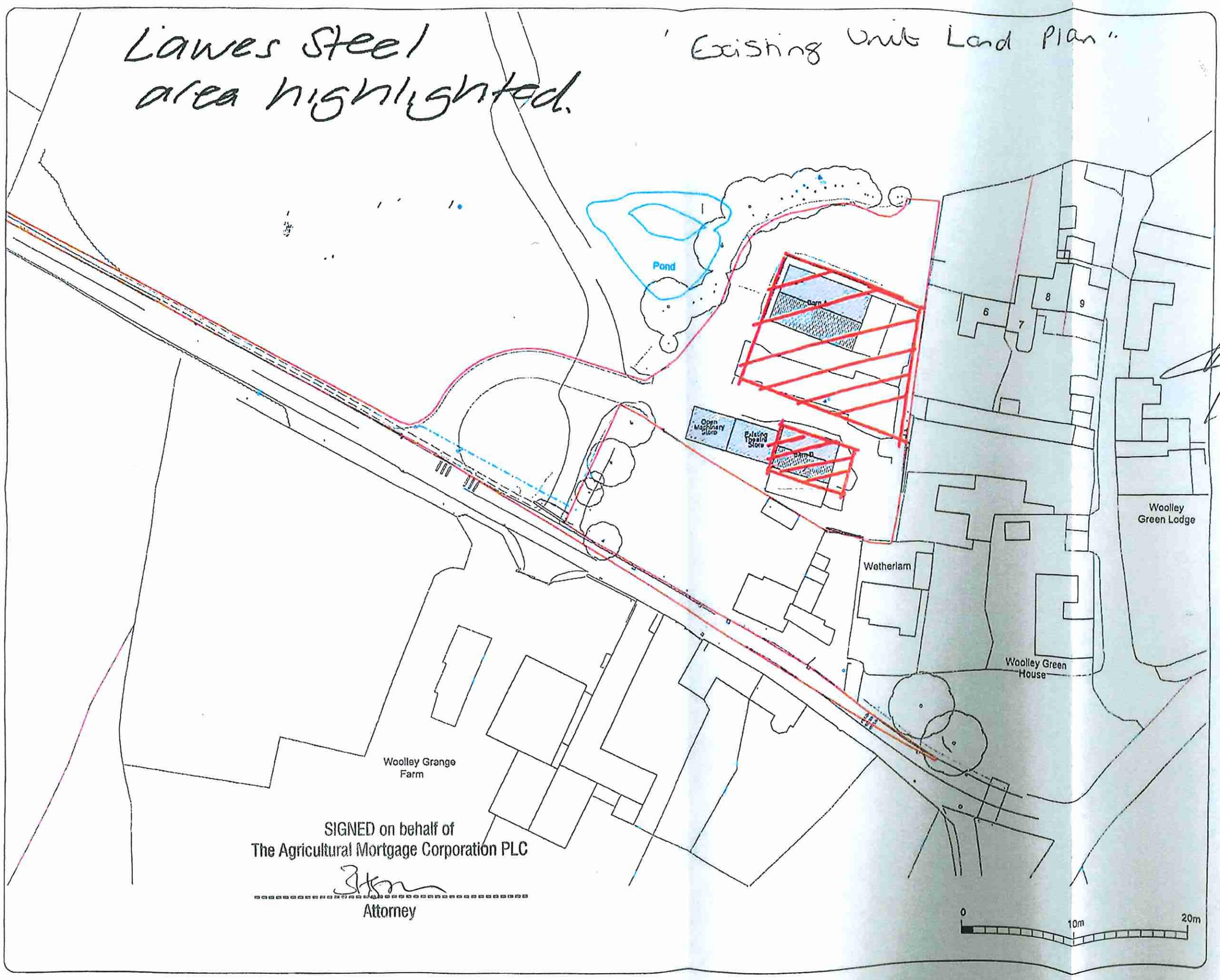
SCALE 1:1250@A4 DRAWN MAS DATE Aug 2023

DRAWING NUMBER 2783-20

REVISIONS

Lawes Steel area highlighted.

'Existing Units Land Plan"



SIGNED on behalf of
The Agricultural Mortgage Corporation PLC

Attorney

NOTES

REVISIONS

[redacted]

CLIENT
Laurence Ovens

PROJECT
Woolley Green Farm
Woolley Green
Bradford on Avon
BA15 1TY

DRAWING
Proposed Site Layout

The Old Bake
Bath Road
Wiltshire

ASHLEY DESIGN

SCALE 1:200@A2
DATE July 2021
DRAWN RMS
CHECKED

DRAWING NUMBER
2783-06

REVISIONS

Executed as a deed by affixing The common seal of WILTSHIRE COUNCIL] in the presence of:



20706

[redacted]

Authorised signatory

M.I.K.E. EDGAR

Authorised Signatory
Wiltshire Council

Executed as a deed by **LAURENCE WILLIAM OVENS** in the presence of:

[redacted]

.....[redacted].....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

SANDRA CARLETON
4 The Shambles
Bradford on Avon
Wilts. BA15 1JS
Solicitor

Executed as a deed by
RUTH PRYOR OWENS in the presence of: [redacted]

[redacted]
.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

SANDRA CARLETON
4 The Shambles
Bradford on Avon
Wilts. BA15 1JS
SOLICITOR

.....
: OF DIRECTOR]

[redacted]

100513.

SIGNED AND DELIVERED as a Deed
By James Norman Higgins

As Attorney and for The Agricultural Mortgage Corporation PLC
In the presence of:-

Charlotte Dawn Rusher
Keens House
Anton Mill Road
Andover
Hampshire
SP10 2NQ

OCCUPATION] OF WITNESS]:

[redacted]

[redacted]

Executed as a deed by **LAWES STEEL FABRICATIONS LIMITED** acting by a director, in the presence of: [redacted]

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]
Director

[redacted]

N. ARROYO, STEEL FABRICATOR
11 TOPCLIFF ROAD
TROWBRIDGE
WILTSHIRE
BA14 6GL