

Town & Country Planning Act 1990 (As Amended)

**Planning Appeal
By
Wain Homes (North West) Limited**

**Against The Refusal Of Full Planning
Permission
By High Peak Borough Council
For A Residential Development Of Land At
Dinting Vale, Dinting, Glossop, Derbyshire**

**STATEMENT PURSUANT TO REGULATIONS 122 &
123 OF THE COMMUNITY INFRASTRUCTURE
REGULATIONS 2010 (AS AMENDED)**

LPA Ref: HPK/2016/0516

Appeal Ref: APP/H1033/W/18/3214312

1. **Legislative and Policy Background**

1.1 Since April 2010 the test for determining the lawfulness of planning obligations (otherwise known as section 106 obligations) has been set out in the Community Infrastructure Levy Regulations 2010 (as amended) (**CIL Regs**).

1.2 Regulation 122 of the CIL Regs applies for the purposes of any planning obligation which the Inspector may require in the Appeal in accordance with Regulation 122(1). Save any reasonable sums that may be requested in order to pay for the cost of monitoring compliance with a Section 106, an obligation may only constitute a reason for granting planning permission for the development if the obligation is:-

- necessary to make the Development acceptable in planning terms
- directly related to the Development and
- fairly and reasonably related in scale and kind to the Development

1.3 These three pre-requisites are the same as set out in paragraph 57 of the National Planning Policy Framework (**NPPF**).

1.4 This statement has been prepared taking into account the NPPF (December 2023), National Planning Practice Guidance (**NPPG**) and PINS Guidance “Planning obligations: good practice advice” updated 26 April 2023.

1.5 In particular the PINS Guidance addresses the following evidence requirements for proving an obligation meets the tests:-

- the relevant development plan policy or policies, and the relevant sections of any supplementary planning document or supplementary planning guidance
- quantified evidence of the additional demands on facilities or infrastructure which are likely to arise from the proposed development
- details of existing facilities or infrastructure, and up-to-date, quantified evidence of the extent to which they are able or unable to meet those additional demands
- the methodology for calculating any financial contribution necessary to improve existing facilities or infrastructure, or provide new facilities or infrastructure, to meet the additional demands
- and details of the facilities or infrastructure on which any financial contribution will be spent.

1.6 For the purposes of this exercise the key areas covered by the Section 106 Obligation (**the Section 106**) are reviewed against the Local Plan policies and the legislative test.

2. **The Section 106**

- 2.1 The Developers of the land in concert with the Owner have sent a draft version of the deed to the Council who have agreed it. The deed conforms to the requirements of section 106 of the Town and Country Planning Act 1990 as amended. Agreement in relation to one of the contributions to the County Council relating to a sustainable travel contribution was not possible and so the agreement is bilateral between the parties and the Council and also contains unilateral obligations to the County Council
- 2.2 The Deed is an agreement under Section 106 of the Town and Country Planning Act 1990 (as amended) in relation to the planning application, which, if successful on Appeal, would require planning obligations in relation to the following:
- Contributions – air quality mitigation contribution, tree contribution, sustainable travel contribution, libraries contribution, health contribution
 - Off-site biodiversity mitigation
 - On site biodiversity mitigation
 - Purchase of Biodiversity Credits
 - Monitoring fees - travel plan monitoring fee and monitoring fees to monitor compliance with the 106 to the Council and County Council
 - Open space, public open space and future maintenance of those spaces (including play and fitness equipment to be located in a 'trim trail' facility), together with maintenance of any unadopted highways within the site.
- 2.3 The main body of the Section 106 contains the usual standard clauses, the Recitals set out the background in that High Peak Borough Council (the Council) is the local planning authority and Derbyshire County Council (the County Council) is the Highways Authority.
- 2.4 Title to the site and to the land proposed for the off site biodiversity mitigation has been provided to the Council and is attached.
- 2.5 In relation to the Site title is contained wholly with title number DY311398. Andrew and Christopher Bennett are stated as the land owners of the Site. Unfortunately Mr Christopher Bennett died in 2022 and his estate is now in probate. The Council has seen both death certificate and confirmation of grant of probate.
- 2.6 While the estate is being dealt with by the executors the legal position is that as joint owner Mr Andrew Bennett is now the legal owner of the land, however, Mrs Susan Bennett has an interest in the land as the sole beneficiary under the will and has consented to the entering into of the deed by being party to it.

- 2.7 In addition the owner has warranted in the deed that to the best of his knowledge apart from the parties hereto there are no other persons with 'a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.'
- 2.8 At the current time Wain Homes (North West) does not have a s106 interest in the Site but, if the Appeal is granted and it purchases the Site then it will become a successor in title and be bound by the provisions of the s106
- 2.9 This 106 also binds the 2 parcels of land referred to in the deed as the Off-Site Mitigation Land which is to be the receptor site for the off site biodiversity mitigation. That land is in the sole ownership of the developer Wain Homes (North West) Ltd (referred to in the deed as the Developer) contained within part of title number DY347408.
- 2.10 The developer has also warranted in the deed that to the best of their knowledge apart from the parties hereto there are no other persons with 'a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Off-Site Mitigation Land or any part thereof.'
- 2.11 Accordingly the Council is satisfied that the Owner and the Developer are capable of binding the land for the purposes of section 106 of the 1990 Act and that all parties with an interest in the land are party to the agreement.
- 2.12 Clause 9.3 of the Deed provides that if the Inspector (on behalf of the Secretary of State) finds that any of the provisions in the Section 106 are not in accordance with the CIL Regs or considers that a condition should be imposed on the decision letter instead of an obligation then it allows those parts of the Section 106 to be deleted and the remainder of the Section 106 to still be binding.

Planning Obligations

Local plan policy CF7 requires new development to provide or meet the reasonable costs of providing on-site or off-site infrastructure, facilities and/or mitigation necessary to make a development acceptable in planning terms.

Further guidance on this policy is given in the Council's Developer Contributions SPD adopted in October 2023. This document was prepared so as to be in conformity with the Derbyshire County Council Developer Contributions Protocol. That document supports the County Council's process of collecting developer contributions and provides overarching guidance on education, highways, public health, waste and library services.

The following contributions/mitigation measures are contained in the 106 agreement.

Financial Planning Obligations

3. Trees Contribution

- 3.1 Interpretation of and compliance with Policy EQ9 is in dispute between

the parties which matters are not set out here. Nevertheless it is accepted by the appellant that some mitigation for lost trees on site is required, Policy EQ9 forming the relevant policy basis for contributions. The appellant has agreed in the deed to provide a contribution of £72,400 towards the planting of trees and £19,840 for maintenance to be carried out by the Council.

- 3.2 This sum is half of the sum calculated by the Council's arboriculturalist to be due to compensate for the tree loss on site comprising the cost to replace 80 small trees, 84 medium and 84 large trees which totalled £136,800, with a further £39,680 as a commuted sum to cover the first 20 years of management.
- 3.3 The compensation will therefore allow for a mix of species and sizes to be planted off site by the Council; 40 small and 84 medium and large trees. The contribution is Indexed so it will not lose value if development does not commence immediately. It will be payable prior to occupation of any of the dwellings.
- 3.4 The contribution relates to planning, is directly related to the Development and reasonable in all other respects.

4. Sustainable Travel Contribution

- 4.1 The south-west corner of the site lies approximately 240m from Gamesley Sidings, across land owned by the County Council, where purpose-built paths for horse riders, cyclists and pedestrians link directly to the long-distance Trans Pennine Trail and once fully developed the Pennine Bridleway, one of seventeen National Trails.
- 4.2 Originally it was envisaged that the contribution of £61,920 would be used by the County Council to create a shared use walking and cycling path over their land to connect with the adopted highways of the Site. However, during the course of negotiating the agreement the County Council made clear that they did not consider it appropriate to link with an estate where highways were not to be adopted because they could not meet adoptable standards.
- 4.3 The County Council proposed instead that the sum would cover the cost of providing a pedestrian link to the site over their land meeting the site boundary at the furthest point south on the site layout plan to meet the proposed pedestrian and cycle path as shown and that if there were to be any monies remaining they would be applied to upgrading footpaths in the immediate vicinity of the site, in particular footpath 50 that is already in some need of attention.
- 4.4 It was further proposed that as well as maintaining the proposed pedestrian and cycle path the owner would if requested to do so dedicate to the County Council the proposed pedestrian and cycle path from the point on the site boundary at the furthest point south on the site layout plan to where it meets footpath 50 to complete a network of public footpaths from the trans Pennine trail over the site to footpath 50.

- 4.5 Unfortunately this proposal came too late in negotiations for the appellant to agree it although the Council has asked them to reconsider whether instructions can now be obtained.
- 4.6 In place of the proposed solution the appellant has covenanted to make the sustainable travel contribution to the County Council but without safeguarding the route on Site as a public footpath to the closest public footpath, footpath 50. Without such safeguard the County Council may not be able to provide the link even if the contribution is made.
- 4.7 Local Plan policy CF6 seeks to ensure that development can be safely accessed in a sustainable manner by providing (amongst other criteria) that additional growth within the Market Towns and larger villages is managed and where possible accompanied by accessibility improvement. The linkage of the site with Gamesley Sidings to achieves that aim and also allows of future upgrade to a cycle path if possible.
- 4.8 Policy DS4 also requires contributions towards infrastructure, services and other community needs as required; it is required in order to link the site to the public rights of way network to the south west.
- 4.9 The contribution is Indexed so it will not lose value if development does not commence immediately and will be payable to the County Council prior to Occupation of the 20th Dwelling.
- 4.10 The contribution relates to planning, is directly related to the Development and reasonable in all other respects.

5. **Libraries Contribution**

- 5.1 Local plan policy CF7 requires new development to provide or meet the reasonable costs of providing on-site or off-site infrastructure, facilities and/or mitigation necessary to make a development acceptable in planning terms.
- 5.2 The County Council has included Libraries in its review of the Developer Contributions Protocol, which is incorporated into the Council's Developer Contributions SPD. Where a proposed development is over 50 dwellings, contributions will be requested to mitigate the additional demand on library services in order to maintain the statutory responsibility and vision for libraries.
- 5.3 Glossop Library is the nearest library to this site, however, no capital improvements to the Library are required as a result of this development proposal.
- 5.4 Where a library building is able to accommodate the extra demand created by a new development but it is known that the stock levels are only adequate to meet the needs of the existing catchment population, a "stock only" contribution will be sought.
- 5.5 The National Library Standard upper threshold as cited in Championing

archives and libraries within local planning recommends a stock level of 1,532 items per 1,000 population, with the average price of £20.00 per stock item (based on Askews Library Services book prices at May 2019).

5.6 A stock only contribution of £6,460 is sought, calculated as follows:

92 dwellings x 2.3 (average household size) = 211 people
211 people x 1.532 (stock level per person) = 323 stock items
323 (stock items) x £20 (cost per stock item) = £6,460 (i.e. £70.21 per dwelling).

5.7 Glossop Library is within walking distance (1.2 miles) of the proposed development, close to the centre of Glossop and will undoubtedly be used by residents if approved.

5.8 The contribution is Indexed so it will not lose value if development does not commence immediately and will be payable to the County Council prior to Occupation of the 1st Dwelling.

5.9 The contribution relates to planning, is directly related to the Development and reasonable in all other respects. At this time no other agreements have been entered into which require contributions to libraries in the Borough.

6. Health Contribution

6.1 Local plan policy CF7 requires new development to provide or meet the reasonable costs of providing on-site or off-site infrastructure, facilities and/or mitigation necessary to make a development acceptable in planning terms.

6.2 £82,800 is to be paid to provide additional capacity at any practice in the vicinity of the development and within Dinting Vale or Glossop, which may be through the extension of one of more existing sites, or as a contribution towards a new building in Dinting Vale or Glossop.

6.3 This request originally based on 100 dwellings but adjusted after the numbers of units were amended to 92. The amended request for the contribution of £82,800 is attached at Appendix B.

6.4 The contribution will be paid to the Council who will then pay Derby and Derbyshire NHS Integrated Care Board upon submission of a suitable scheme in compliance with the agreement.

6.5 The contribution is indexed so it will not lose value if development does not commence immediately and will be payable to the Council prior to Commencement of Development. This recognises that such improvements may take longer to implement and the facilities will be needed as soon as houses start to be occupied.

6.6 The Health Contribution is related to planning and directly related to the Development and reasonable in all other respects. There are no other 106 agreements requiring contributions to healthcare in the

Glossopdale area.

7. Air Quality Contribution

- 7.1 Policy EQ10 sets out the Council's policy on pollution control with regards to air pollution, watercourses, noise, vibration, light intrusion, land contamination, or other nuisances causing or harm to amenity, health or safety.
- 7.2 The environmental health section of the Council have asked for a financial contribution to mitigate against the impact of the development on air quality within the AQMA management area on the A57 where the access is proposed.
- 7.3 The contribution of £150 per proposed property, £13,800 in total will enable the Council to implement actions associated with the High Peak Borough Council draft Air Quality Action Plan dated Feb 2024 for the area, namely the real time monitoring of NOx and PM10 data and possibly to support a further feasibility study into local sustainable travel in the area.
- 7.4 The contribution was calculated after a quote was sought for 2 standard monitoring devices for 24 months ie £12,150.

Zephyr Air® Quality Monitors Subscription:

	Length of Service Subscription	Cost/ per unit GBP (exc VAT)		
		1- 5 units	6- 15 units	16- 30 units
Zephyr - Standard <i>NO₂, NO, O₃ & Particulates (PM₁₀, PM_{2.5}, PM₁) Temperature, Relative Humidity and Pressure</i>	12 months	£4,050	£3,915	£3,780
	24 months	£6,075	£5,820	£5,550
	36 months	£7,900	£7,530	£7,145
	48 months	£9,500	£9,070	£8,575
	60 months	£10,995	£10,440	£9,850
Zephyr – Enhanced <i>NO₂, NO, O₃, CO, H₂S, SO₂ & Particulates (PM₁₀, PM_{2.5}, PM₁) Temperature, Relative Humidity and Pressure</i>	12 months	£5,400	£5,265	£5,135
	24 months	£8,000	£7,800	£7,490
	36 months	£10,500	£10,100	£9,615
	48 months	£12,700	£12,140	£11,520
	60 months	£14,660	£13,970	£13,225
Zephyr – Enhanced+ <i>NO₂, NO, O₃, CO₂, CO, H₂S, SO₂ & Particulates (PM₁₀, PM_{2.5}, PM₁) Temperature, Relative Humidity and Pressure</i>	12 months	£5,670	£5,535	£5,400
	24 months	£8,500	£8,200	£7,880
	36 months	£11,000	£10,600	£10,100
	48 months	£13,350	£12,750	£12,100
	60 months	£15,395	£14,675	£13,900

- 7.5 The officers have then included potential costs of deployment of the sensors to other locations within the AQMA if necessary (2 x £500 = £1000) and battery power back up to supplement the solar panels that can sometimes require additional power (2 x £285 = £570).
- 7.6 Total cost = £13,720 divided by 92 is approximately £150 per Dwelling. If the sensors do not need to be moved and/or batteries are not required then some money will remain which the Council proposes to apply to supporting active travel in the area. There have been several

potential schemes put forward identified for this and these have now been compiled into a Glossop Active Travel Action Plan 2024 which the County Council are currently consulting upon.

- 7.7 The contribution is indexed so it will not lose value if development does not commence immediately and will be payable to the Council prior to Commencement of Development. The sensors can be installed relatively quickly and it is hoped this will allow for base line monitoring to take place before construction works begin.
- 7.8 The air quality monitoring contribution is related to planning and directly related to the Development and reasonable in all other respects. There are no other 106 agreements funding this additional monitoring.

8. Travel Plan Monitoring Contribution

- 8.1 Local Plan policy CF6 requires applicants to submit travel plans as part of their proposals. The travel plan has been submitted and agreed. compliance with it will be a condition of the planning consent, if granted. The County Council have asked for £6,325 as a contribution to the cost of monitoring the performance of the Travel Plan over a 5 year period.
- 8.2 The contribution is indexed so it will not lose value if development does not commence immediately.
- 8.3 The Travel Plan Contribution is related to planning and directly related to the Development and reasonable in all other respects.

9. S106 Monitoring Contributions

- 9.1 In line with the revised Community Infrastructure Levy Regulations 2010 (as amended) Regulation 122 2(a), the Council and the County Council will seek a monitoring fee towards the monitoring and reporting of S106 contributions.
- 9.2 The County Council fee will be based on the cumulative number of triggers to be monitored for County Council obligations 4 x £77.00 (based on officer time Grade 12). Total £308.
- 9.3 The Council fee is based on the High Peak Developer Contributions SPD, £298.52 for every obligation trigger in the S106 agreement. These comprise 21 in total: tree planting and tree loss contribution; sustainable travel contribution, health, air quality, POS (x2 for submission of the scheme and signing it off), on site BNG, appointment of Biodiversity Champion, off site BNG (x2 - owner and developer obligations). 11 in total. The monitoring obligation for the on and off site BNG delivery is calculated on the basis that maintenance and monitoring will reduce over time. The trigger fee is therefore payable annually for the first 5 years and then 5 yearly ie 10 triggers for this element. In total therefore £298.52 x 21 = £6,268.92.

Non-Financial Planning Obligations

10. Biodiversity

- 10.1 Policy EQ5 Biodiversity specifies that the biodiversity and geological resources of the Plan Area and its surroundings will be conserved and where possible enhanced by ensuring that development proposals will not result in significant harm to biodiversity or geodiversity interests.
- 10.2 Policy EQ8 seeks to develop, protect, and enhance networks of biodiversity and green infrastructure. Site-specific policy DS4 highlights the importance of wildlife. Similarly, Policy S1 focuses on sustainable development principles and minimising the risk of damage to areas of importance for nature conservation and/or landscape value, both directly and indirectly by ensuring that there is suitable mitigation for a net gain in biodiversity and the creation of ecological networks.
- 10.3 Local Plan Policy is supported in the NPPF at paragraphs 170, 175, and 180. In summary for applications submitted before 12 February 2024 mitigation measures should ensure as a minimum no net loss and wherever possible net gain for biodiversity.
- 10.4 It is agreed that the proposed development without mitigation would result in the net loss of biodiversity including the unacceptable loss of two UK Habitats of Principle Importance: Lowland acid grassland (U4a), and Purple moor-grass and rush pasture (M23b).
- 10.5 The agreement proposes that the biodiversity mitigation measures will be implemented in accordance with the BNG Plan which is the Biodiversity Net Gain Strategy & 30 Year Management Plan attached to the deed and to the appellant's Statement of Case at Appendix 1. Costings for the biodiversity mitigation measures are set out in Appendix 3.
- 10.6 The deed provides for the suitable preparation of the off site land at Chinley and translocation of 0.51 hectares of lowland dry acid grassland and purple moor grass and rush pasture from the Site to the Off-Site Mitigation Land at a suitable time of year and in accordance with the BNG Plan before commencement of development on the site.
- 10.7 The developer who is the owner of the off site land then has to be manage and maintain the site in accordance with the BNG plan for 30 years. They agree to appoint a Biodiversity Champion in accordance with the BNG Plan to ensure that the BNG Plan is adhered to and correctly implemented.
- 10.8 In addition to the translocation of 0.51 hectares of grassland and rush pasture the Owner covenants to purchase 18.94 units of Tier A1 Habitat (comprising 16.04 Tier A1 Habitat (grassland), and 2.9 Tier A1 Habitat (heathland and shrub) purchased from a habitat bank located within the High Peak Borough Council administrative area or a 15 mile radius of the Site in accordance with the BNG Plan or in the absence of any such habitat bank, purchase of equivalent Government biodiversity

units prior to occupation of the 1st Dwelling.

- 10.9 The reason for allowing the 15 mile radius is because of the appeal site's location very close to the border of the Borough and similarity in biodiversity terms to land to the north and east of the site.

11. Access to the remaining parts of the Allocated Site (policy DS4)

- 11.1 The remaining areas of the allocated site are reliant on development that will be accessed through the appeal site. Accordingly the appeal proposal has the potential to prevent access and development of the remainder of the local plan allocation (defined in the agreement as the Adjoining Land) as set out in policy DS4.
- 11.2 Accordingly it is agreed in the deed that subject to a commercial agreement and that agreement not preventing the proposed development on the Site coming forward or being in conflict with the 106 that the Owner and the Developer will work collaboratively and in good faith with the owner of the Adjoining Land with a view to facilitating an access from the Adjoining Land to and through the Site for the purposes of delivering access and services in connection with the development of the Adjoining Land for housing and associated infrastructure.
- 11.3 This agreement safeguards the remaining part of the local plan allocated site, is related to planning, directly related to the Development and reasonable in all other respects

12. Management of Open Space and Public Open Space on Site

- 12.1 Local plan policy CF7 requires new development to provide or meet the reasonable costs of providing on-site or off-site infrastructure, facilities and/or mitigation necessary to make a development acceptable in planning terms.
- 12.2 The deed recognises that there are areas on the Site consisting of open space that are not to be sold to occupiers of the dwellings, some of which are open to the public (eg any footpaths, the trim trail and unadopted highways) and some of which are not (eg landscaped areas) but both of which require management and maintenance.
- 12.3 The deed requires the owner to choose whether to carry out this task itself or to appoint a management company to do it.
- 12.4 Before development commences the landowner must submit an Open Space Scheme to the Council to be approved by the Council and then to implement the approved scheme.
- 12.5 The deed contains detailed measures relating to implementation of the scheme, the requirement to keep open spaces open to the public accessible and for notification of appointment of management company if one is to be appointed.
- 12.6 Of note is the requirement for the open space scheme to include a trim

trail and this must be provided in accordance with the agreed specification and is in accordance with local plan policy CF4 to improve the quantity, quality and value of play. It includes a range of child-friendly play equipment grouped together at the southern-most end of the site, with natural surveillance from plots 72-77.

- 12.7 The necessity for future management and maintenance of any public open space relates to planning, is directly related to the Development and reasonable in all other respects.

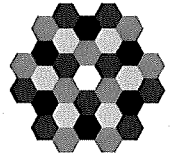
13. Conclusion

- 13.1 This note has been prepared by the Council in order to assist the Inspector when considering the Section 106 and sets out in policy terms how the various planning obligations have been assessed or calculated and how they are to be delivered. The Council confirms that the contributions are considered to be compliant with Regulation 122 of the CIL Regs.

APPENDIX A: TITLE

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number DY311398

Edition date 14.09.2021

- This official copy shows the entries on the register of title on 12 APR 2024 at 13:31:07.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Apr 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

DERBYSHIRE : HIGH PEAK

- 1 (28.07.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the south side of Dinting Vale, Glossop.
- 2 (28.07.1999) The mines and minerals together with ancillary powers of working are excepted from the land tinted pink on the filed plan with provision for compensation in the event of damage caused thereby.
- 3 (28.07.1999) There are excluded from this registration the mines and minerals excepted by the Conveyance of the land in this title and other land dated 2 December 1926 made between (1) John Todd and Joseph Read (Vendors) and (2) Robert Wilson Limited (Company) and (3) Sarah Redford (Purchaser)
- 4 (28.07.1999) The land tinted yellow on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 2 December 1926 referred to above.

NOTE: Original filed.

- 5 (28.07.1999) The land tinted pink on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 26 August 1927 made between (1) John Todd and Joseph Read (Vendors) and (2) Robert Wilson Limited (Purchasers):-

TOGETHER with the rights and easements specified in the 3rd part of the First Schedule thereto.....

EXCEPT AND RESERVED as thereafter mentioned.....

The property thereinbefore described and conveyed was so conveyed subject so far as thereby respectively affected to

(a) the exceptions of the property and rights specified in the 1st part of the Second Schedule thereto which property and rights were not included in such Conveyance

(b) the Rights specified in the 2nd part of the Second Schedule thereto each of which rights (so far as not already legally created was thereby

A: Property Register continued

annexed to and made appurtenant to the land or other property the owners whereof then had or were intended to have the benefit thereof and to every part or such land.....

THE FIRST SCHEDULE above referred to

2. All such quasi easements or rights of way drainage or watercourse and other rights in the nature of easements (other than rights excepted by the 1st part of the Second Schedule below written) as are now or have been hitherto usually enjoyed by or in respect of all or any of the land conveyed by the above written Deed over through or from all or any other property of the Vendors.

3. Full right and liberty for the Purchasers and their sequels in title the owners or occupiers of the land conveyed by the above written Deed or any part thereof and their respective servants and licencees (in common with all other persons having from time to time the right to use the roadway hereinafter mentioned) at all times hereafter by day or by night and for all purposes with or without horses carts carriages waggon or other vehicles whether drawn or self-propelled and whether laden or unladen to pass and repass and to drive cattle sheep and other animals along over and upon any roadway passing over land belonging to the Vendors or the Purchasers and which has hitherto been used for the purpose of affording access to the property conveyed by the above written Deed and also to use and connect with any sewer drains gas pipes and electric cables which are now or may hereafter be in or under the aforesaid roadway

THE SECOND SCHEDULE above referred to

Particulars of the Property and rights excepted or reserved out of the Conveyance made by the above written Deed

Part 1

EXCEPTIONS

1. The foregoing Conveyance is not by implication or general words to include or confer on the Purchasers

(a) Any part of the soil of any adjoining road not being a public highway

(b) Any sewer drain or pipe vested in any local authority or any water main or pipe or ancillary waterworks vested in any water company or local authority

(c) Any easement or right of light air or otherwise which would restrict or interfere with the free use for building or other purposes of any adjacent or neighbouring land which immediately before the exception of the above written Deed belonged to the Vendors

4. There are excepted out of the foregoing Conveyance

(a) All walls springs and sources of water and

(b) All reservoirs for water and water supply pipes and services in connection with the supply of water

PROVIDED ALWAYS that this exception shall operate subject to the rights of the Purchasers to the flow of water (otherwise than from reservoirs or through waterpipes hitherto belonging to the Vendors) and the use thereof as heretofore used by the property conveyed by the above written Deed and the occupiers thereof

Part 11

RESERVATIONS

A: Property Register continued

1. There are reserved to the Vendors their sequels in title and assigns all such quasi easements or rights of way drainage or watercourse and other rights in the nature of easements as are new of usually enjoyed by or in respect of any other property of the Vendors over through or from all or any property conveyed by the above written Deed.

4. There are reserved to the Vendors their sequels in title and assigns liberty from time to time with workmen and others upon the property conveyed by the above written Deed where necessary for the purpose of repairing cleansing and renewing the reservoir pipes and services excepted out of the foregoing Conveyance the person or persons exercising such rights doing as little damage as possible and forthwith making good or paying reasonable compensation to the Purchasers or the persons deriving title under them for all damage occasioned to or sustained by them by reason of the exercise of such liberty

5. There are reserved to the Vendors their sequels in title and assigns the owner or owners from time to time of all lands to which any roadway comprised in or abutting on the property conveyed by the above written Deed gives access full right and liberty for the Vendors their sequels in title and assigns the owners or occupiers of all such lands as aforesaid or any part thereof and their respective servants and licensees (in common with all other persons having from time to time the right to use such roadway) at all times hereinafter by day or by night and for all purposes with or without horses carts carriages waggons or other vehicles

whether drawn or self propelled and whether laden or unladen to go pass and repass and to drive cattle sheep and other animals along over or upon such roadway and also to use and connect with any sewers drains gas pipes and electric cables which are now or may hereinafter be in or under the aforesaid roadway.

- 6 (28.07.1999) The land tinted pink on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 17 July 1934 made between (1) Robert Wilson Limited (Vendors) and (2) William Taylor (Purchaser):-

TOGETHER with a right of way for all purposes over the Roadway on the adjoining Inclosure Numbered 904 on the Ordnance Survey Map between the points marked "U" and "V" on the said plan so far as the Vendors had points marked "U" and "V" on the said plan so far as the Vendors had power to grant the same but SUBJECT nevertheless to a right of way for all purposes in favour of the owners or occupiers for the time being of the cottages in Inclosure Numbered 887 on the Ordnance Survey Map and of the adjoining farm and other persons (if any) entitled to such rights over the roadway between the points marked "T" and "U" on the said plan.

NOTE: Copy plan filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (13.10.2014) PROPRIETOR: ANDREW BENNETT of 1 Hawthorn Bank, Hadfield, Glossop SK13 2EY and CHRISTOPHER BENNETT of 71 Commercial Road, Bournemouth BH2 5RT.
- 2 (13.10.2014) The value stated as at 13 October 2014 was £15,000.
- 3 (13.10.2014) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (13.10.2014) The Transfer to the proprietor contains a covenant to

B: Proprietorship Register continued

observe and perform the covenants in the Deed of Grant dated 4 December 1967 referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (28.07.1999) The land tinted yellow on the filed plan is subject to the rights granted by a Deed of Grant dated 4 December 1967 made between (1) Charlotte Bennett (Grantor) and (2) North Western Gas Board (the Board).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 2 (28.07.1999) The land is subject to the following rights granted by a Conveyance of adjoining land dated 7 August 1995 made between (1) Edith Bennett (Vendor) and (2) Desmond John Quantrill and Beryl Edith Quantrill (Purchasers):-

TOGETHER WITH:-

(a) a right of way on foot or by private motor vehicles over and along such portion of the private road running from the northerly corner of the property hereby conveyed to Simmondley Lane as belongs to the Vendor

(d) the right (so far as the Vendor can convey the same) to use the gas water foul and surface water drainage pipes serving the property to and from the public highway at Dinting Vale

(e) the right within 80 years from the date hereof in the event that any of the aforesaid gas water electricity drains or telephone are lawfully prevented from being used to lay within the strip of land marked "A-C-Y-X" or to erect on the surface of the land supply pole within that piece of land at the cost of the Purchasers and their successors in title the Purchasers and their successors in title making good any damage thereby occasioned and the Vendor granting a right to enter on the said land for the purpose of laying maintaining repairing and renewing the same PROVIDED that if the said strip of land marked A C Y X is developed for any purpose then the rights hereby granted shall be substituted by a grant to the Purchasers of similar rights to tie into all drains sewers gas water electricity and telephone services which may be laid in on or over the said land marked A C Y X within 80 years from the date hereof and it is hereby declared that rights granted by this sub clause are for the benefit of the property hereby conveyed only.

NOTE: Copy Conveyance plan in certificate. Copy plan filed.

- 3 (14.09.2021) UNILATERAL NOTICE affecting the land in this title excluding the strip of land 0.3m wide along the boundary marked by a blue line on the plan in respect of a contract for sale dated 14 September 2021 made between (1) Andrew Bennett and Christopher Bennett and (2) Wainhomes (North West) Limited.

NOTE: Copy plan filed.

- 4 (14.09.2021) BENEFICIARY: Wainhomes (North West) Limited (Co. Regn. No. 4978580) of Exchange House, Kelburn Court, Daten Park, Birchwood WA3 6UT.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 12 April 2024 shows the state of this title plan on 12 April 2024 at 13:31:09. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .

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ORDNANCE SURVEY
GRID REFERENCE

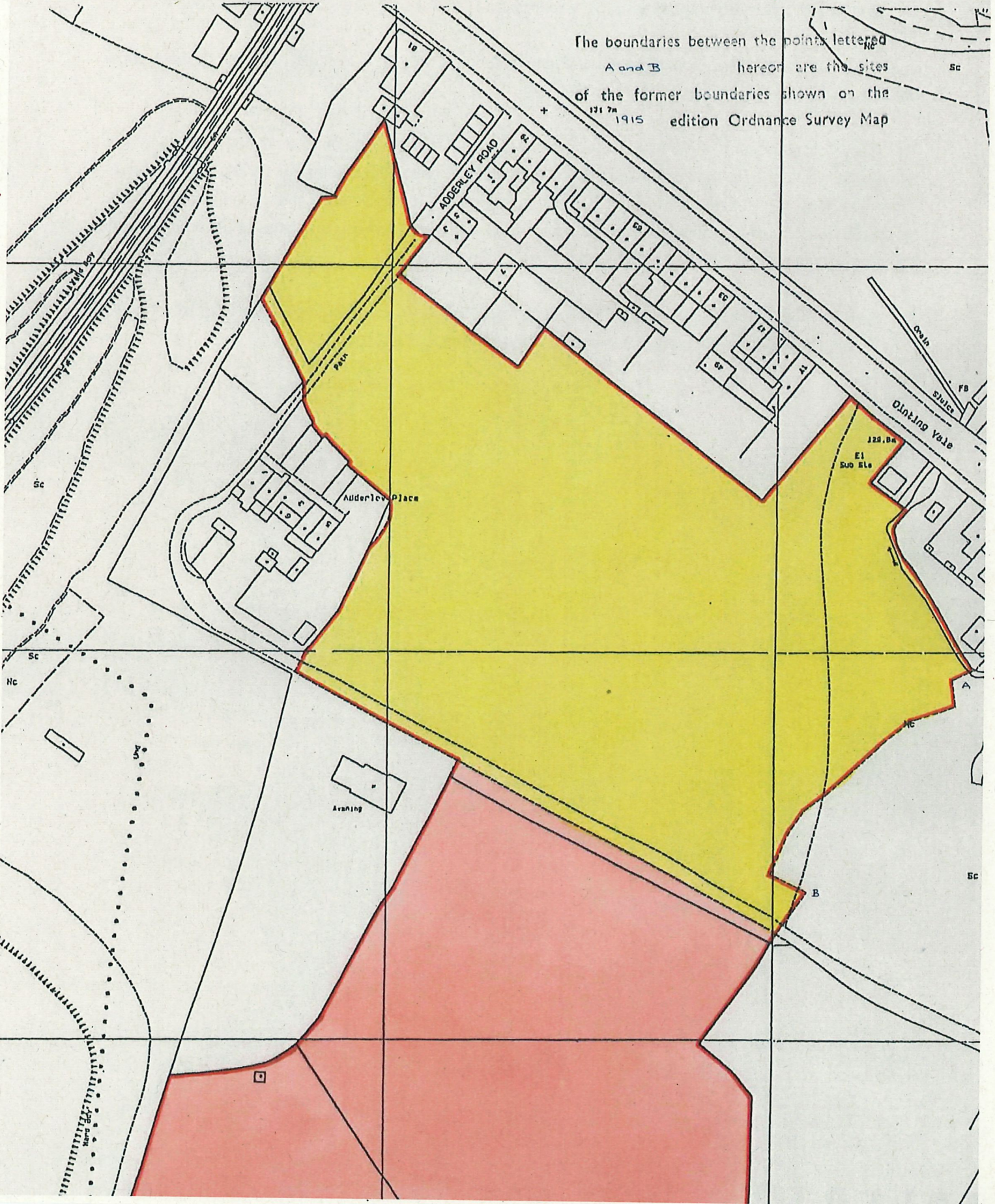
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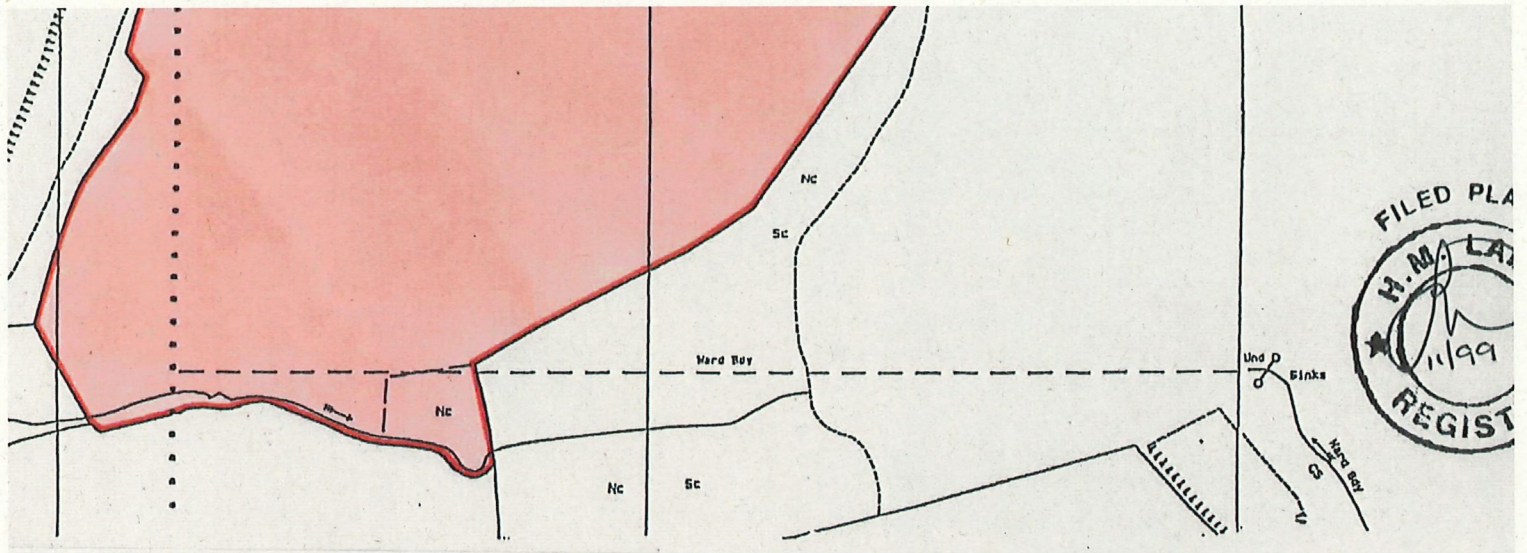
Scale
1:1250

ADMINISTRATIVE AREA DERBYSHIRE: HIGH PEAK

©Crown Copyright 1999

The boundaries between the points lettered
A and B hereon are the sites
of the former boundaries shown on the
1915 edition Ordnance Survey Map



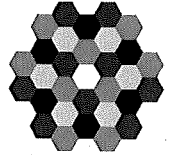


FILED PL
H. M. LA
11/99
REGIST

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number DY347408

Edition date 31.03.2021

- This official copy shows the entries on the register of title on 18 SEP 2023 at 14:25:47.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Jun 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

DERBYSHIRE : HIGH PEAK

- 1 (14.05.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the East of Whitehough Head Lane, Chinley, High Peak.
- 2 (14.05.2002) The land has the benefit of rights of passage and running of water soil and electricity through and along any present or future sewers pipes drains and cables laid beneath the land tinted green on the filed plan with rights of entry for the purpose of laying cleansing repairing renewing and connecting to the same, making good any damage caused in so doing.
- 3 (24.01.2007) The land edged and numbered DY411172 in green on the title plan has been removed from the title.
- 4 (31.10.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 (26.01.2018) The land has the benefit of any legal easements reserved by the Transfer dated 19 January 2018 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.
- 6 (08.11.2018) A new title plan based on the latest revision of the Ordnance Survey Map showing land added to the title by edged and lettered A and B in red on the title plan has been prepared.
- 7 (14.06.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered DY534872 in green on the title plan dated 11 June 2019 made between (1) Wainhomes (North West) Limited and (2) Bennet Bruce Longman but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under DY534872.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (08.11.2018) PROPRIETOR: WAINHOMES (NORTH WEST) LIMITED (Co. Regn. No. 4978580) of Exchange House, Kelburn Court, Birchwood, Warrington WA3 6UT and of nina.chesworth@waingroup.co.uk.
- 2 (08.11.2018) The price stated to have been paid on 1 November 2018 was £1.
- 3 (08.11.2018) RESTRICTION: No disposition of the registered estate in the land edged and numbered 2 in brown on the title plan (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.1 of a Deed dated 1 November 2018 and made between (1) HSBC UK Bank Plc and (2) Wainhomes (North West) Limited have been complied with or that they do not apply to the disposition.
- 4 (08.11.2018) RESTRICTION: No disposition of the registered estate in the land edged and numbered 1 in brown on the title plan (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause 7.1 of a Deed dated 1 November 2018 and made between (1) HSBC UK Bank Plc and (2) Wainhomes (North West) Limited have been complied with or that they do not apply to the disposition.
- 5 (08.11.2018) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 6 (28.11.2016) ENTRY CANCELLED on 24 August 2023.
- 7 (14.06.2019) RESTRICTION: No disposition of the registered estate in the land tinted pink on the title plan (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 5 of the Fifth Schedule of the Transfer dated 11 June 2019 made between (1) Wainhomes (North West) Limited and (2) Bennet Bruce Longman have been complied with.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (14.05.2002) The land hatched blue on the title plan is subject to rights of way on foot only for the benefit of the properties 1-6 Forge Terrace subject to the payment of a fair proportion of the cost of maintaining and repairing the same.
- 2 (14.05.2002) The land tinted blue on the title plan is subject to rights of way on foot and with vehicles for the benefit of the properties 1-6 Forge Terrace.
- 3 (14.05.2002) The land is subject to the right to park private vehicles on the roadway coloured blue on the title plan between the points marked A-B thereon but so that such vehicles shall not cause any obstruction of the said roadway.
- 4 (14.05.2002) The land is subject to the rights granted by a Deed dated 14 March 1956 made between (1) J.J.Hadfield Limited and (2) North Western Gas Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

C: Charges Register continued

- 5 (14.05.2002) The land is subject to the rights granted by a Deed dated 6 September 1982 made between (1) C.V.Home Furnishings Limited and (2) British Gas Corporation.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 6 (14.05.2002) In addition to any matters referred to elsewhere in the register of this title the land is subject to such restrictive covenants, easements and other matters as may have been imposed thereon before 14 May 2002 and are still subsisting and capable of being enforced.

- 7 (08.05.2014) A Transfer dated 4 April 2014 made between (1) Innovation Forge Limited and (2) Wainhomes (North West) Limited contains restrictive covenants.

NOTE: Copy filed under DY483846.

- 8 (16.12.2015) The land is subject to any rights that are granted by a Transfer of the land edged and numbered DY498616 in green on the title plan dated 18 June 2014 made between (1) Innovation Forge Limited and (2) Malcolm Winterbottom and Gillian Winterbottom and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

NOTE: Copy filed under DY498616.

- 9 (26.01.2017) The land is subject to any rights that are granted by a Deed dated 18 January 2017 made between (1) Wainhomes (North West) Limited (2) Innovation Forge Limited and (3) GTC Pipelines Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 10 (25.04.2017) The land is subject to any rights that are granted by a Transfer of a substation at Forge Road dated 13 January 2017 made between (1) Wainhomes (North West) Limited and (2) The Electricity Network Company Limited and affect the registered land.

NOTE: Copy filed under DY512377.

- 11 (26.01.2018) A Transfer of the land edged and numbered DY520117 in green on the title plan and other land dated 19 January 2018 made between (1) Innovation Forge Limited and (2) Wainhomes (North West) Limited contains restrictive covenants by the transferor.

NOTE: Copy filed under DY520117.

- 12 (03.06.2019) By a Deed dated 31 May 2019 made between (1) Wainhomes (North West) Limited and (2) Charlestown Private Day Nursery Limited the covenants contained in the Transfer dated 18 June 2014 referred to above were expressed to be varied as therein mentioned.

NOTE: Copy filed.

- 13 (05.12.2019) The land is subject to any rights that are granted by a Deed of Grant dated 15 November 2019 made between (1) Wainhomes (North West) Limited and (2) Electricity North West Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

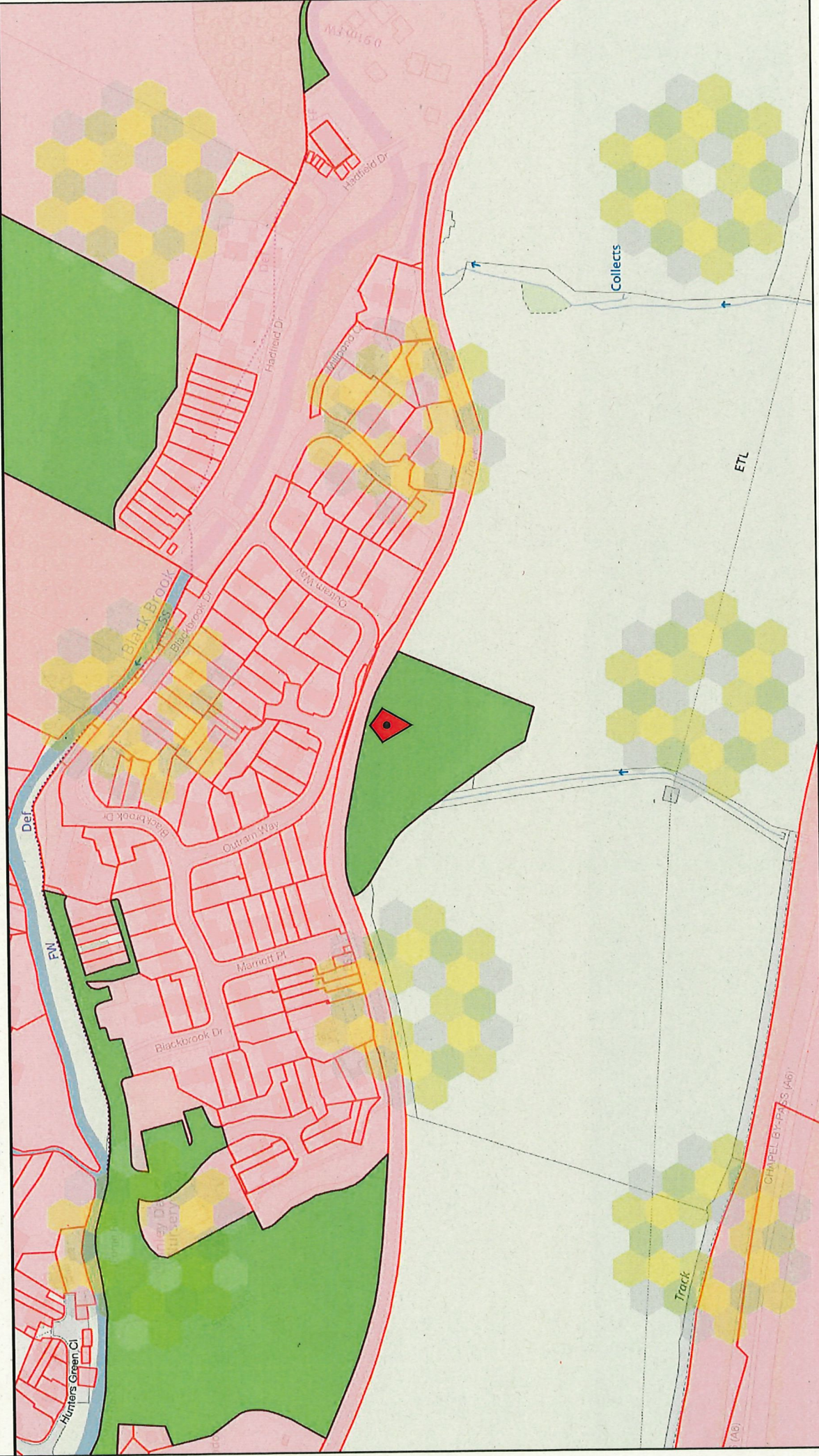
- 14 (02.06.2023) UNILATERAL NOTICE affecting Plots 155 and 156, Forge Manor (Phase 3) in respect of a contract for sale dated 2 June 2023 made between (1)WainHomes (North West) Limited and (2)High Peak Borough Council.

NOTE: Copy filed.

- 15 (02.06.2023) BENEFICIARY: High Peak Borough Council care of Geldards LLP, The Arc, Enterprise Way, Nottingham NG2 1EN.

Title number DY347408

End of register



0 10 20 30 40 50 60 70 80 100m

Map scale 1:2500

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Data last updated 10:00pm 11 JUNE, 2024



Title number	Estate information	Address
DY347408	Freehold	LAND ON THE EAST SIDE OF WHITEHOUGH HEAD LANE, CHINLEY, HIGH PEAK 8 PRINTERS CLOSE, CHINLEY, HIGH PEAK SK23 6FL 11 PRINTERS CLOSE, CHINLEY, HIGH PEAK SK23 6FL 12 PRINTERS CLOSE, CHINLEY, HIGH PEAK SK23 6FL



0 10 20 30 40 50 60 70 80 100m

Map scale 1:2500

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Data last updated 10:00pm 11 JUNE, 2024



Title number	Estate information	Address
DY347408	Freehold	LAND ON THE EAST SIDE OF WHITEHOUGH HEAD LANE, CHINLEY, HIGH PEAK 8 PRINTERS CLOSE, CHINLEY, HIGH PEAK SK23 6FL 11 PRINTERS CLOSE, CHINLEY, HIGH PEAK SK23 6FL 12 PRINTERS CLOSE, CHINLEY, HIGH PEAK SK23 6FL

APPENDIX B: Healthcare contribution request

RESPONSE TO PLANNING APPLICATION REF: **HPK/2022/0456**

Proposed residential development of circa 92 dwellings

Location: Wain Homes, Land at Dinting Vale, Dinting.

Impact of new development on GP practice

The development is proposing **92 (A)** dwellings which based on the average household size of 2.5 per dwelling and assuming 100% of the new population would come into this area for primary care health provision would result in an increased patient population of approx **230 (B)** (2.5 x A).

The calculation below shows the likely impact of the new population in terms of number of additional consultations. This is based on the Dept. of Health calculation in HBN11-01: Facilities for Primary and Community Care Services.

Consulting room

Number of Dwellings	A 92
Proposed population	B 230
Access rate (per patient per year)	5.26
Anticipated annual contacts	1210
Assume 100% patient use of room	1210
Assume surgery open 50 weeks per year	24 contacts per week
Appointment duration	15 mins
Patient appointment time per week	6.0 hours

Treatment room

Anticipated annual contacts	1210
Assume 20% patients use room	242
Assume surgery open 50 weeks per year	5 contacts per week
Appointment duration	20 mins
Patient appointment time per week	1.6 hours



<p>GP practice most likely to be affected by growth and therefore directly related to the housing development</p>	<p>It is unlikely that NHS England or NHS Derby and Derbyshire CCG would support a single handed GP development as the solution to sustainably meet the needs of the housing development and that the health contribution would ideally be invested in enhancing capacity/infrastructure with existing local practices. The closest practices to this development, that include the site within their catchment areas are;</p> <ul style="list-style-type: none"> • Howard Street Medical Practice • Manor House Surgery • Lambsgate Health Centre 							
<p>Necessary to make the development acceptable in planning terms</p>	<p>We would like to discuss the potential for S106 funding to be used to provide additional capacity at any practice in the vicinity of the development, which may be through the extension or reconfiguration of one of more existing site, or a new building.</p>							
<p>Plans to address capacity issues</p>	<p>The amount requested is proportionate to the scale of the housing development proposed.</p>							
<p>Fairly and reasonably related in scale and kind to the development.</p>	<p>The indicative size of the premises requirements has been calculated based on current typical sizes of new surgery projects factoring in a range of list sizes recognising economies of scale in larger practices. The cost per sq m has been identified by a quantity surveyor experienced in health care projects.</p> <p>This is the cost of providing additional accommodation for 230 (B) patients:</p> <table border="1" data-bbox="440 1402 1516 1727"> <tr> <td data-bbox="440 1402 671 1727"> <p>(B) Additional patients to be accommodated</p> <p style="text-align: center;">230</p> </td> <td data-bbox="671 1402 719 1727" style="text-align: center;">x</td> <td data-bbox="719 1402 959 1727"> <p>(D) Standard area m²/person Based on total list size of approx. 0.08 m²</p> </td> <td data-bbox="959 1402 1007 1727" style="text-align: center;">x</td> <td data-bbox="1007 1402 1246 1727"> <p>(E) Cost of extension including fees £/m²</p> <p style="text-align: center;">£4,500*</p> </td> <td data-bbox="1246 1402 1294 1727" style="text-align: center;">=</td> <td data-bbox="1294 1402 1516 1727"> <p>Total cost (B) x (D) x (E)</p> <p style="text-align: center;">£82,800</p> </td> </tr> </table> <p>*Update May 2022 in line with increase build costs.</p>	<p>(B) Additional patients to be accommodated</p> <p style="text-align: center;">230</p>	x	<p>(D) Standard area m²/person Based on total list size of approx. 0.08 m²</p>	x	<p>(E) Cost of extension including fees £/m²</p> <p style="text-align: center;">£4,500*</p>	=	<p>Total cost (B) x (D) x (E)</p> <p style="text-align: center;">£82,800</p>
<p>(B) Additional patients to be accommodated</p> <p style="text-align: center;">230</p>	x	<p>(D) Standard area m²/person Based on total list size of approx. 0.08 m²</p>	x	<p>(E) Cost of extension including fees £/m²</p> <p style="text-align: center;">£4,500*</p>	=	<p>Total cost (B) x (D) x (E)</p> <p style="text-align: center;">£82,800</p>		
<p>Financial contribution requested</p>	<p>£82,800</p>							

<p>Date of response:</p>	<p style="text-align: right;">30/06/2023</p>
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Name/position:	Jean Richards Senior GP Commissioning and Development Manager
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