

DATED 25 February 2021 ~~2020~~

**HAMPSHIRE COUNTY COUNCIL (1)**

**and**

**WALTET LIMITED (2)**

**and**

**HANDELSBANKEN PLC (3)**

**PLANNING OBLIGATION BY DEED OF AGREEMENT  
UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**Relating to Unit 5 and 6 Waterbrook Alton**

Barbara Beardwell, MA., Solicitor  
Head of Law and Governance and  
Monitoring Officer  
Hampshire County Council  
The Castle  
Winchester  
Hampshire SO23 8UJ

HCC Legal File Ref: 130109/CAC

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DATE 25 February 2021

~~2020~~

## PARTIES

- (1) HAMPSHIRE COUNTY COUNCIL of The Castle, Winchester, Hampshire  
SO23 8UJ ("County Council")
- (2) WALTET LIMITED of Andes Road, Nursling, Southampton, SO16 0YZ  
(‘the Owner’)
- (3) HANDELSBANKEN (Company registration number 11305395 ) whose  
registered office is at 3 Thomas More Square, London, E1W 1WY  
(‘the Mortgagee’)

## INTRODUCTION

1. The County Council is:
  - 1.1 a local planning authority for the purpose of Section 106 of the Act
  - 1.2 the Local Highway Authority for Hampshire (save for trunk roads and special roads)
  - 1.3 the Transport Authority for Hampshire for the purpose of the Transport Act of 1985 and 2000
  - 1.4 the waste and minerals planning authority for Hampshire
2. The Owner is the freehold owner of the Site
3. The Mortgagee has an interest in the Land by virtue of a legal charge dated ~~6~~  
~~Re April 2018~~ 29 JANUARY 2021 (PENDING REGISTRATION)

4. The Owner has submitted the Application to the County Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
5. The County Council resolved on 29 July 2020 to grant the Planning Permission subject to the prior completion of this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

## OPERATIVE PART

### 1. DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990.
“Application”	the application for planning permission submitted to the County] Council for the Development and allocated reference number 51471/007
“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 and “Commence Development” shall be construed accordingly.
Conditioned Operating Hours	0700-1800 Monday to Saturday
“Development”	the Development of the Site with as set out in the Application.
“Director”	the Director of Economy Transport and Environment at the County Council or his appointed representative for the time being or successor
“Interest”	interest at four per cent above the base lending rate of Barclays Bank Plc from time to time.
“Lorry Route”	the route to and from the Site along <ol style="list-style-type: none"> <li>a. A31 – strategic road network</li> <li>b. Montecchio Way</li> </ol>

	<p>c. Mill Lane</p> <p>d. Waterbrook Road</p> <p>shown in green on the vehicle route drawing attached hereto</p>
“Occupation” and “Occupied”	<p>occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.</p>
“Plan ”	<p>the plan Location Plan marked attached to this Deed.</p>
“Planning Permission”	<p>the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule.</p>
“Site”	<p>the area shown edged in red on the Plan edged attached hereto and described in detail in Schedule</p>

## 2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and

directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

### **3. LEGAL BASIS**

- 3.1. This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 the Localism Act 2011 and all other enabling powers.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the County Council in the case of covenants made with them as local planning authority against the Owner.

### **4. CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 6-15 which shall come into effect immediately upon completion of this Deed.

### **5. THE OWNER'S COVENANTS**

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

### **6. MISCELLANEOUS**

- 6.1. The Owner shall pay to the County Council on completion of this Deed the reasonable legal and technical costs of the County Council incurred in

the negotiation, preparation and execution of this Deed.

- 6.2. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 6.3. This Deed shall be registered as a local land charge
- 6.4. In accordance with the requirements of the Land Registration Act 2002 the Owner and the Mortgagee hereby consent to the noting of this Deed in the Charges Register of title number SH22748
- 6.5. Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the County 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 on behalf of: the County Council by the Director and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 6.6. Following the performance and satisfaction of all the obligations contained in this Deed and following written request from the Owner to the County Council to do so the County Council shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.7. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.8. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.9. 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 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.10. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.



## **7. MORTGAGEE'S CONSENT**

7.1. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## **8. WAIVER**

8.1. No waiver (whether expressed or implied) by the County 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 County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **9. CHANGE IN OWNERSHIP**

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

## **10. INTEREST**

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

## **11. VAT**

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

## **12. DISPUTE PROVISIONS**

- 12.1. In the event of any dispute or difference arising between [any of] the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 12.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 12.5. The provisions of this clause shall not affect the ability of the County Council to apply for and be granted any of the following: declaratory relief,

injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

### **13. JURISDICTION**

13.1. 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.

### **14. DELIVERY**

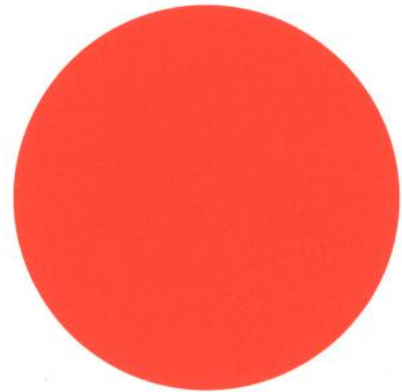
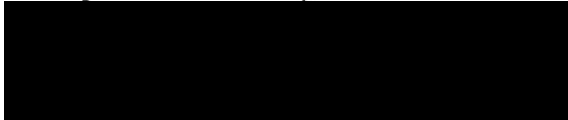
14.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

### **15. NO FETTER ON DISCRETION**

15.1. Nothing in this Agreement shall be taken to be or shall operate so as to fetter or prejudice the County Council's statutory rights powers remedies discretions and responsibilities

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

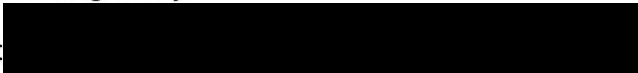
Executed as a Deed by  
affixing the common seal of **Hampshire  
County Council** in the presence of: -



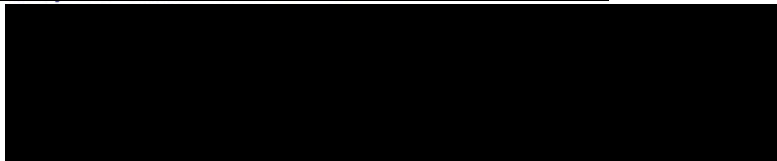
37/6319

Authorised signatory:

Name:



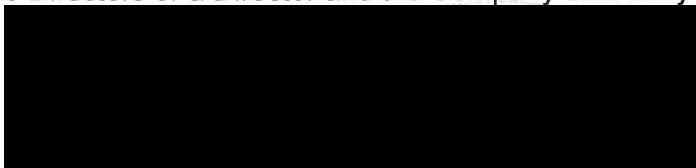
Position:



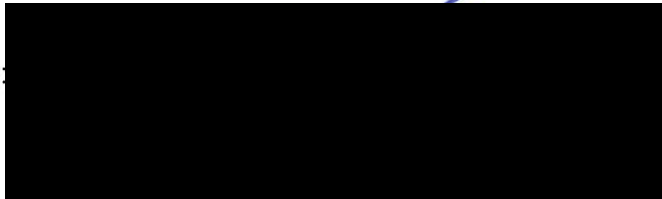
Executed by **Waltet Limited**

Acting by two Directors or a Director and the Company Secretary

Director:



Director/Secretary:



Executed as a deed by Ian Townsend  
and Tony Machin as attorneys for  
Handelsbanken plc

[Redacted signature area]

as attorney for Handelsbanken plc

as attorney for Handelsbanken plc

in the presence of:

[Redacted witness name]

in the presence of:

[Redacted witness name]

Signature of witness

[Redacted witness name]

Name of witness (IN BLOCK  
CAPITALS)

[Redacted witness name]

Name of witness (IN BLOCK CAPITALS)

[Redacted witness address]

Address of witness

[Redacted witness address]

Address of witness

[Redacted witness occupation]

Occupation of witness

[Redacted witness occupation]

Occupation of witness

SCHEDULE ONE

**Units 5 and 6 Waterbrook Estate Alton**

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SCHEDULE TWO  
**[Draft planning permission]**

## SCHEDULE THREE

### **The Owner's Covenants with the County Council**

1 The Owner covenants with the County Council not to Commence the Development or use the Site for purposes pursuant to the Planning Permission unless

(i) in every contract it enters into with any contractor to bring

waste material on to the Site in connection with the Development it inserts a provision which shall be binding on any such contractor that such contractor's vehicle or vehicles shall enter and leave the Land at any time outside the Conditioned Operating Hours only via the Lorry Route and that in the event any driver breaches this requirement the Owner shall immediately issue a written warning to the contractor concerned and in the event of any second breach it shall prohibit that driver's vehicle or vehicles from entering the Site for the purposes of bringing waste material on to the Site and in the event of any third breach it shall prohibit that contractor's vehicle or vehicles from entering the Site for the purposes of bringing waste material on to the Site

(ii) contractor's vehicles are not permitted to enter or leave the Site via Mill Road (South of Waterbrook Road), or the B3004 Wilsom Road outside Conditioned Operating Hours and that in the event any driver breaches this requirement the Owner shall immediately issue a written warning to the contractor concerned and in the event of any second breach it shall prohibit that driver's vehicle from entering the Site for the purposes of bringing waste material on to the Site and in the event of any third breach it shall prohibit that contractor's vehicle or vehicles from entering the Site for the purposes of bringing waste material on to the Site

2 The Owner covenants with the County Council

(i) that it will not deposit nor permit the deposit of any waste material on to the Site outside the Conditioned Operating Hours unless such waste material has been brought on to the Site in accordance with the Lorry Route

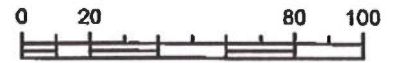
(ii) not to carry out any activities on the Site unless carried out in accordance with the Noise and Dust Management Plan February 2020, reference 416.073398.00001 attached hereto ( or any revision that supersedes it)



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- 3.1 The Owner covenants that it shall notify the County Council in writing or procure that it is so notified within 7 days of Commencement of Development

**Notes**  
 Do not scale except for Planning and Building Regulations purposes.  
 Ordnance Survey Licence No. 100043353

 Site



Scale 1:2500

**Revision Details**

D			
C			
B			
A			



**Gregory Gray Associates**

Chartered Town Planning  
 Consultants

1, Alexandra Road,  
 FARNBOROUGH,  
 Hants, GU14 6BU.

Telephone: 01252 377277

Fax: 01252 377288

E-Mail: [info@ggassociates.co.uk](mailto:info@ggassociates.co.uk)

**Client**

Hutchings and Carter

**Job Title**

Waterbrook Estate, Alton

**Drawing Title**

Location Plan

**Scale**

1:2500

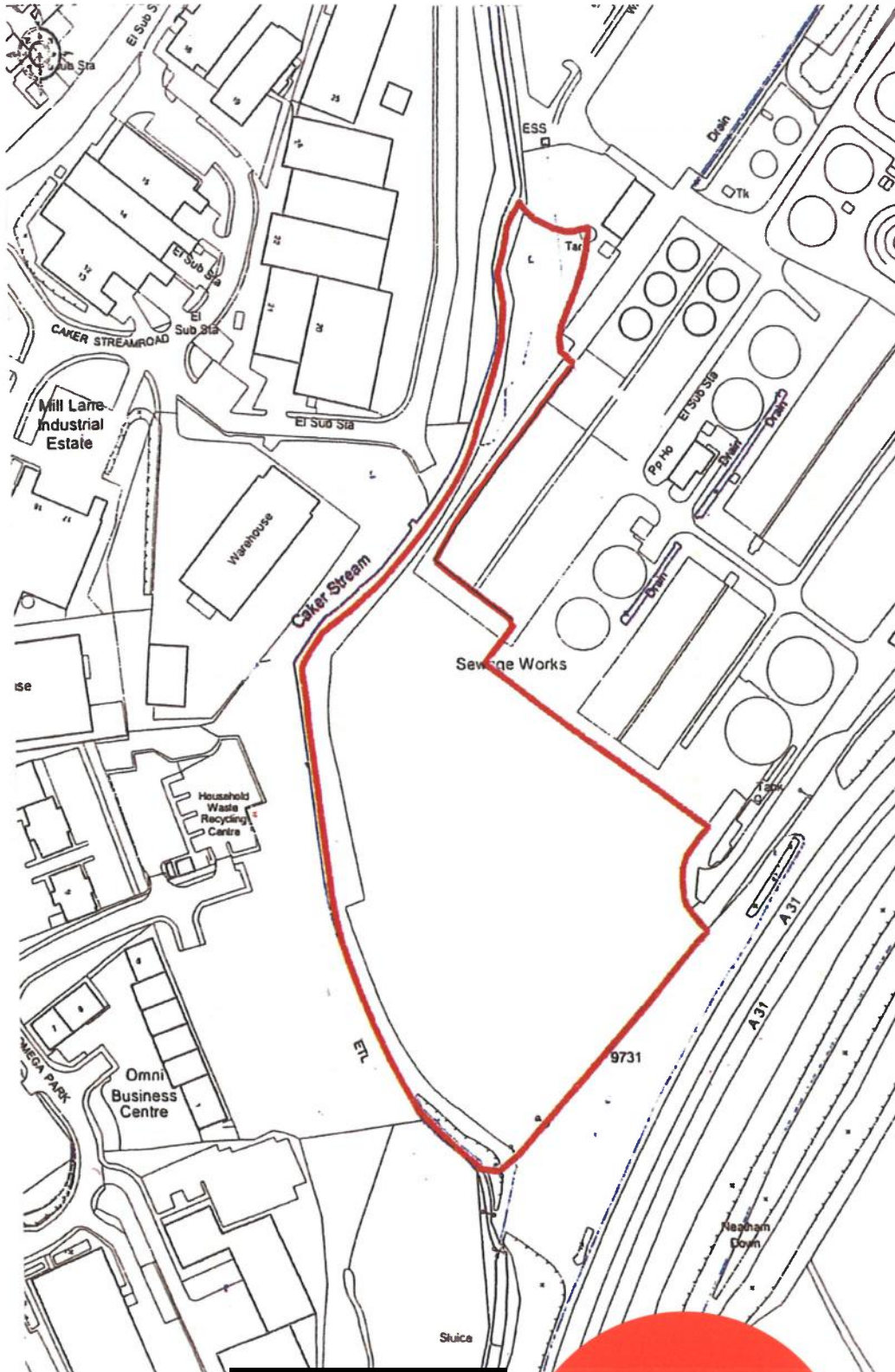
**Date**

**Drawn By**

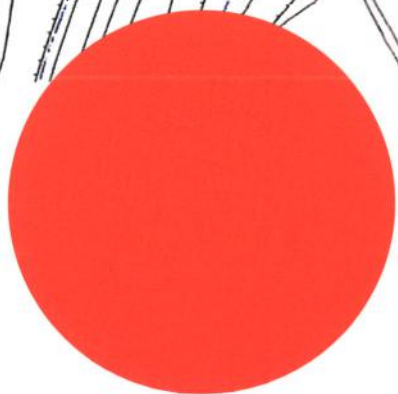
**Drg. No.**

WBE/01

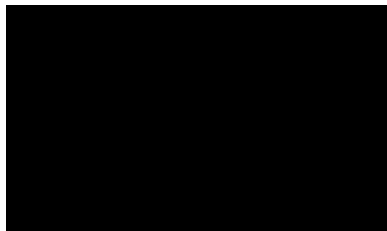
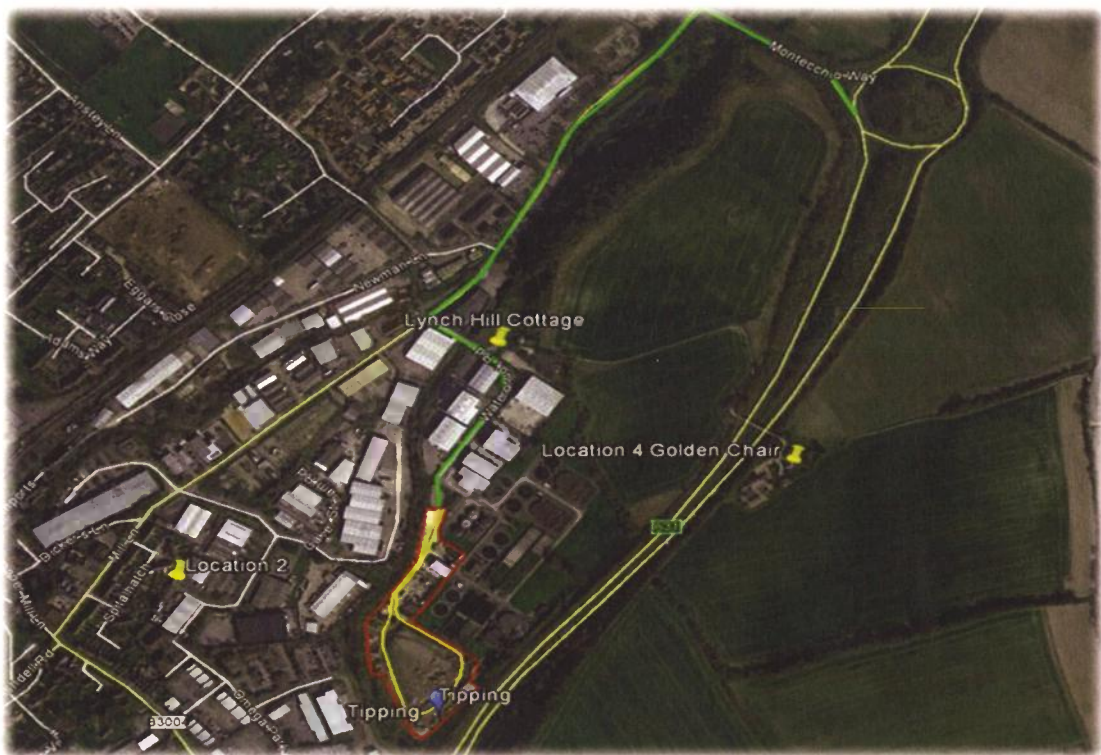
**Rev.**



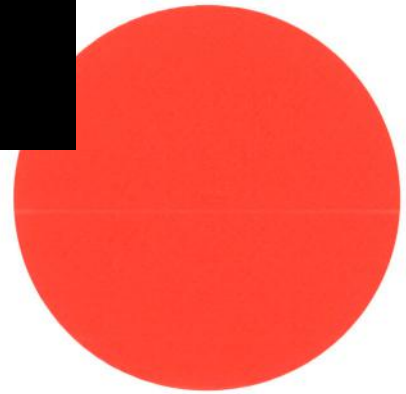
37/6319



APP 2-6 Vehicle Routing to and from the site (Green Line) as detailed in letter dated 3<sup>rd</sup> May 2018 to HCC



3716319





## Town and Country Planning Act 1990

To: SLR Consulting Ltd  
3rd Floor, Brew House, Jacob Street  
Tower Hill  
Bristol  
BS20EQ

Application No: **51471/007**

HCC Ref: EH156

For: Waltet Ltd

Date of Application: 9 December 2019

**Hampshire County Council**, as Waste Planning Authority, **grants permission** for the following development in respect of the plans and particulars and subject to the attached schedule of 25 conditions:

Development: **Variation of conditions 5, 11 & 18 of planning permission 51471/003 to allow for restricted night-time activities including importation of road planings**

Site address: **Unit 5-6 Waterbrook Estate, (formerly referred to as Unit 7), Waterbrook Road, Alton GU34 2UD**

### Reason for Approval

It is considered that the proposed development for 12 HGV movements per night, when considered with the proposed mitigation, subject to conditions and the completion of the Section 106 agreement, would not cause an unacceptable adverse impact on public amenity, noise or light pollution, or to highway safety or amenity:

- the applicant has provided sufficient demonstration to be considered in accordance with Policy 10 (Protecting public health, safety and amenity) of the HMWP (2013) with respect to noise, lighting, dust and odour;
- the proposal is considered in accordance with Policy 12 (Managing traffic), subject to the completion of the Section 106 agreement to control the route of HGV to and from the site out of the conditioned working hours to prevent night time HGV movements through residential areas;
- the application is considered in accordance with Policies 3 (Protection of habitats and species) and 10 (Protecting public health, safety and amenity) of the HMWP (2013) with no inclusion of any site lighting as part of the proposed development; and

All enquiries should be referred to the Economy, Transport & Environment Department,  
The Castle, Winchester, SO23 8UD  
Tel: (01962) 846746 Fax: (01962) 847055

**Director of Economy,  
Transport & Environment**



## Town and Country Planning Act 1990

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Application No: **51471/007**

### **Continued**

- the site is on the Strategic Road network, and so in principle, is considered suitable for additional development, such as this, in order to sustainably support Hampshire's provision of waste facilities in accordance with Policies 17 (Aggregate supply – capacity and source), 18 (Recycled and secondary aggregates development), 25 (Sustainable waste management) and 27 (Capacity for waste management development) of the HMWP (2013).

## Town and Country Planning Act 1990

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Application No: **51471/007**

### Continued

#### Conditions

#### Commencement

1. The development hereby permitted shall be begun before the expiration of three years from the date on which this planning permission was granted.

Reason: To comply with Section 91 (as amended) of the Town and Country Planning Act 1990.

#### Additional Screening

2. Prior to the commencement of the restricted night-time activities hereby granted, a scheme to improve the screening to the southern end of the western boundary of the site adjacent to the road planing storage area shall be submitted to and approved in writing by the Planning Authority. The scheme shall be designed to provide improved screening from the night-time activities on the site to dwellings on Wilsom Road. This scheme shall be implemented prior to commencement of night time activities and maintained thereafter as approved in co-ordination with Condition 6 (Landscape).

Reason: In the interests of local amenity and prevention of light pollution in accordance with Policies 10 (Protecting public health, safety and amenity) and 13 (High-quality design of minerals and waste development) of the Hampshire Minerals & Waste Plan (2013). The condition is a pre-commencement condition as the provision of screening prior to night time activities commencing is considered to be essential.

#### Perimeter Bunds

3. The perimeter bunds' construction, grading, and top soil shall be maintained in accordance with the approved plan and cross section details as detailed on Drawings 4998 SK/04 Rev G and 286-02 Rev E (and 286-01 Rev C approved under permission 51471/003) for the duration of the development.

Reason: In the interests of local amenities in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

## Town and Country Planning Act 1990

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Application No: **51471/007**

### Continued

#### Layout

4. The site shall be set out in accordance with the Layout Plan 4998 SK/04 Rev G and the Proposed Site Layout Plan 002 rev 3. The 1 metre buffer, as shown on drawing 4998 SK/04 Rev G, shall be maintained for the duration of the development.

Reason: To ensure the site is set out in the manner applied for in order to minimise any adverse impacts on local amenities in accordance with Policies 10 (Protecting public health, safety and amenity) and 13 (High-quality design of minerals and waste development) of the Hampshire Minerals & Waste Plan (2013).

#### Site Levels

5. The site ground levels shall not exceed those shown on plan HCC EH156- Ground Levels survey 2016, with the exception of the approved stockpile areas.

Reason: To ensure that appropriate site levels are maintained in the interests of local amenities in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

#### Hours of Working

6. No heavy goods vehicles shall enter or leave the site and no plant or machinery shall be operated except between the following hours: 0700-1800 Monday to Saturday. There shall be no working on Sundays or recognised Public Holidays. This is with the exception of the following hereby permitted:
  - No more than 10 HGV movements per day shall enter or leave the site between 1800 and 0700 Monday to Saturday for the delivery of road planings only, as shown on the Proposed Site Layout drawing, 002 rev 3; and
  - No more than 2 HGV movements per day shall enter or leave the site between 1800 and 0700 Monday to Saturday for the delivery and collection of a CDE waste trailer prepared within the site operating hours defined above as shown on the Proposed Site Layout drawing, 002 rev 3.

Reason: In the interests of local amenity in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).



## Town and Country Planning Act 1990

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Application No: 51471/007

### Continued

#### Landscape

7. The landscaping for the perimeter of the site (including construction of the perimeter bunds) shall be maintained as detailed on the approved Planting Plan (drawing 286-02 Rev E). Any trees or shrubs which, within a period of five years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason: In the interests of visual amenity in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

#### Protection of Water Environment

8. No solid matter shall be deposited so that it passes or is likely to pass into any watercourse.

Reason: To prevent pollution of the water environment in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

9. Areas where waste is stored, handled or transferred shall be underlain by impervious hard-standing with dedicated drainage to foul sewer or sealed tank.

Reason: To prevent pollution of the water environment in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

10. Facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The bund capacity shall give 110% of the total volume for single and hydraulically linked tanks. If there is multiple tankage, the bund capacity shall be 110% of the largest tank or 25% of the total capacity of all tanks, whichever is the greatest. All filling points, vents, gauges and sight glasses and overflow pipes shall be located within the bund. There shall be no outlet connecting the bund to any drain, sewer or watercourse or discharging onto the ground.

Associated pipework shall be located above ground where possible and protected from accidental damage.





## Town and Country Planning Act 1990

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Application No: **51471/007**

### **Continued**

Reason: To prevent pollution of the water environment in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

### **Noise, Dust and Odour**

11. All vehicles, plant and machinery operated within the site shall be maintained in accordance with the manufacturers' specification at all times, and shall be fitted with and use effective silencers.

Reason: To minimise noise disturbance from operations at the site in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

12. The site shall be run in accordance with the submitted and approved Dust and Noise Management Plan, dated February 2020, reference 416.073398.00001. The management plan shall be implemented as approved for the duration of the site's operation.

Reason: In the interests of local amenity in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

13. All vehicles, operated within the site shall be fitted with white noise type low tonal reversing alarms. Those vehicles operating outside of the operating hours, as set out in Condition 5 (working hours) shall operate in 'night mode' as set out in the Dust and Noise Management Plan, dated February 2020, reference 416.073398.00001. This shall be implemented as approved for the duration of the site's operation.

Reason: In the interests of local amenities in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

14. All lorries entering and leaving the site carrying waste or recycled material shall be fully sheeted.

Reason: In the interests of local amenities in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).



## Town and Country Planning Act 1990

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Application No: **51471/007**

### **Continued**

#### **Buildings and Plant**

15. The covered waste structure shall be maintained in accordance with Plan. No. 4998 SK/05 Rev C (as approved under permission 51471/003).

Reason: In the interests of local amenity in accordance with Policies 10 (Protecting public health, safety and amenity) and 13 (High-quality design of minerals and waste development) of the Hampshire Minerals & Waste Plan (2013).

#### **Restriction of Permitted Development Rights**

16. Notwithstanding the provisions of Parts 4, 7 and 16 Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that order):
- (i) fixed plant or machinery, buildings, structures and erections or private ways shall not be erected, extended, installed or replaced at the site without the prior agreement of the Waste Planning Authority in writing;
  - (ii) no telecommunications antenna shall be installed or erected without the prior agreement of the Waste Planning Authority in writing.

Reason: To protect the amenities of the area in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

#### **Storage**

17. Stockpiles of waste and recycled material shall not exceed a maximum level of 5 metres in height above the level of the ground on which the stockpile is located for soil/hardcore processing and screened material and 4 metres in height above the level of the ground on which the stockpile is located for product storage and material storage including wood (as indicated on Drawing No 4998 SK/04 and Drawing no 002 rev 3). Stockpile heights shall be measured from the existing ground levels adjacent to the stockpiles as shown on plan HCC EH156- Ground Levels survey 2016.

Reason: To control any adverse visual impact and to control windborne dust in accordance with Policies 10 (Protecting public health, safety and amenity) and 13



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(High-quality design of minerals and waste development) of the Hampshire Minerals & Waste Plan (2013).

18. Measuring poles marked at 4 metre and 5 metre heights, shall be retained on site near the stockpiles to be used as a reference. Within one month of the date of this permission, the location of these measuring poles shall be submitted to the Waste Planning Authority for approval and maintained for the duration of the development as approved.

Reason: To control any adverse visual impact and to control windborne dust in accordance with Policies 10 (Protecting public health, safety and amenity) and 13 (High-quality design of minerals and waste development) of the Hampshire Minerals & Waste Plan (2013).

### Types of Materials

19. Material imported to the site shall comprise of inert construction and demolition waste (CDE waste). This shall comprise only of clean, uncontaminated soils, rubble, concrete, wood and road planings.

Reason: In the interests of pollution control and the amenities of the area in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

20. There shall be no burning or processing of wood on site.

Reason: In the interests of pollution control and the amenities of the area in accordance with Policy 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).

### Lighting

21. No additional lighting is to be installed as part of the development hereby permitted, including no lighting for the road planings bay. No lighting is to be used for out of operating hours, as set in Condition 5 (Working hours), activities on the site other than those attached to HGVs and considered necessary for the safe unloading, trailer drop off and pick up and driving of those HGVs.



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Reason: In the interests of biodiversity and local amenities in accordance with Policies 3 (Protection of habitats and species) and 10 (Protecting public health, safety and amenity) of the Hampshire Minerals & Waste Plan (2013).  
Highways

22. No more than 612 HGV movements shall take place in any one week (Monday-Sunday). A record of all Heavy Goods Vehicles entering and exiting the site shall be kept on site and shall be made available for inspection by the Minerals and Waste Planning Authority upon request.

Reason: To ensure that the level of HGV traffic generated by the site does not have a detrimental impact on the local highway network in accordance with Policy 12 (Managing Traffic) of the Hampshire Minerals & Waste Plan (2013).

23. For the duration of the development measures shall be taken to clean vehicles leaving the site to prevent mud and spoil from being deposited on the public highway. No vehicle shall leave the site unless it has been cleaned sufficiently to prevent mud and spoil being carried on to the public highway. In the event that mud and spoil from vehicles leaving the site are deposited on the public highway, measures shall be taken to clean the highway. In any event at the end of each working day the highway shall be cleaned to the satisfaction of the Minerals and Waste Planning Authority.

Reason: In the interests of highway safety in accordance with Policy 12 (Managing traffic) of the Hampshire Minerals & Waste Plan (2013).

24. The HGV movements hereby permitted outside of the operating hours of 0700-1800, set out by Condition 5 (Working hours), shall enter and leave the site using the agreed routing plan in the Section 106 agreement.

Reason: In the interests of highway safety and public amenity in accordance with Policies 10 (Protecting public health, safety and amenity) and 12 (Managing traffic) of the Hampshire Minerals & Waste Plan (2013).



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#### Plans

24. The development hereby permitted shall be carried out in accordance with the following approved plans: **01, 002Rev3, 4998 SK/04 Rev G, 286-02 Rev E, EH156 Ground Levels survey 2016, WBE/01, 286-01 Rev C, 4998SK/05 Rev C**

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

#### Notes to Applicant

1. In determining this planning application, the Waste Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application by liaising with consultees, respondents and the agent and discussing changes to the proposal where considered appropriate or necessary. This approach has been taken positively and proactively in accordance with the requirement in the NPPF, as set out in the Town and Country Planning (Development Management Procedure) (England) Order 2015.
2. For the purposes of matters relating to this decision Heavy Goods Vehicles (HGVs) are defined as vehicles over 3.5 tonne un-laden.
3. The Minerals and Waste Planning Authority, in line with the Hampshire Minerals and Waste Plan (2013), recommends that the site operator should set up and run a regular liaison panel to aid in addressing public complaints about the existing activities on the site, to assist resolution of any possible future issues, and support community relationships.
4. This decision does not purport or convey any approval or consent which may be required under the Building Regulations or any other Acts, including Byelaws, orders or Regulations made under such acts.
5. There is a legal agreement attached to this permission to secure the routing of out of hours Heavy Good Vehicle movements to and from the site.