

From: Mounce Simon <Simon.Mounce@hullcc.gov.uk>
Sent: 26 September 2019 20:53
To: A63 Castle Street <A63Castlestreet@planninginspectorate.gov.uk>
Subject: RE: Hull City Council Rule 17 Submission

Good evening,

Please find attached Hull City Council's Rule 17 deadline submission .

Best regards,

Simon Mounce

On behalf of

Mr Alex Codd
Assistant Director of Economic Development & Regeneration
Hull City Council
Guildhall
Alfred Gelder Street
Hull
HU1 2AA

Tel. 01482 612387

Mob: [REDACTED]

Email: alex.codd@hullcc.gov.uk

The logo for LGO Awards 2019 features the letters 'LGO' in a bold, blue, sans-serif font. A small red dot is positioned between the 'O' and the word 'Awards'. The word 'Awards' is in a smaller, blue, sans-serif font, and the year '2019' is in an even smaller, blue, sans-serif font below it. The background of the logo is white with abstract, colorful splashes of orange, yellow, and blue.

Winner

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This footnote also confirms that this email message has been swept for the presence of computer viruses.

Website: www.hullcc.gov.uk Tel: 01482 300 300 Text Phone: 01482 300 349

**COMMENTS ON THE APPLICANT'S RULE
17 DEADLINE SUBMISSIONS**

&

**UPDATE ON PRINCES QUAY BRIDGE
NON MATERIAL AMENDMENT**

IP Ref: 20018303

**A63 Castle Street Improvement Scheme
HULL
TR010016**



Contents

1. Comments on the Applicant's response to the ExA's request for additional information.
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5. Update on Princes Quay Bridge non-material amendment.

Appendix A: Draft Section 106 Agreement.

Appendix B: NMA

1. COMMENTS ON THE APPLICANT'S RESPONSE TO THE EXA'S REQUEST FOR ADDITIONAL INFORMATION.

Earl de Grey Listed Building

Ever since the local planning authority granted planning permission and listed building consent for the redevelopment scheme for the Earl de Grey on 5th of June this year, HCC has sought to constructively suggest ways and means through which this scheme could be aligned with, and secured through, the DCO process. All suggestions put forward by HCC have been consistently rejected by the Applicant, and precedent examples of other NSIP schemes where mitigation on land outside of order limits has been secured and sat alongside the relevant DCO have been discounted as incomparable by the Applicant at both hearing sessions, and through written submissions to the ExA. In this context, and in response to questions raised within EXQ2 by the ExA, HCC has identified a S.106 Agreement as the only remaining mechanism, in its opinion, by which minimisation of harm to the listed building in accordance with relevant guidance can be secured through this process.

The potential for such a route to be followed was first proposed by HCC to the Applicant in exchanges connected with the updating of a draft SoCG prior to Deadline 5, at which HCC's submission included a recommendation that a S.106 obligation be utilised as a means of securing mitigation to the effect of minimising harm from the proposed A63 improvement scheme to the designated heritage asset. This followed resistance on the Applicant's part to amend its dDCO or submit to the ExA a signed agreement with a third party by which off-site mitigation is to be secured, akin to a DCO example cited by HCC by way of precedent. The Applicant was clear in communicating that the relevant section within the SoCG should fall into the 'not agreed' category, rather than 'under discussion', and that, in the Applicant's view, a S.106 agreement was not necessary for the scheme to be delivered.

In response to HCC's Deadline 5 submission on this particular issue, the Applicant chose to highlight distinctions between a further precedent referenced by HCC and this Improvement Scheme, rather than proactively explore the potential for a S.106 agreement to secure minimal harm to the heritage asset. The primary distinction made revolved around the fact that the precedent example was utilised to deliver mitigation only, rather than an element of development fundamental to the delivery of the scheme, namely, the removal of the Earl de Grey from its current position to enable the construction of the highway improvement. As has been pointed out in HCC's

response at Deadline 7, the DCO could be relied upon to facilitate the dismantling and subsequent storage, if necessary, of the Earl de Grey, whilst the off-site mitigation for that loss could be provided through a S.106 Agreement. As has been pointed out by both the Applicant and HCC previously, given that the submitted Environmental Statement has assessed for substantial harm to the listed building through total loss, such an arrangement would not represent, in HCC's opinion, a material change to the scheme as assessed.

Similarly, although a first draft S.106 was submitted for consideration at deadline 6, the Applicant elected not to suggest amendments to that submitted draft, nor was any attempt made to discuss such potential amendments, rather, at a subsequent progress meeting, the Applicant made plain that it did not intend to enter into a S.106 obligation, and maintained the position that such an agreement was not necessary for the DCO approval and scheme delivery. This experience contrasts starkly with the Applicant's response to the ExA's request for additional information, wherein it is suggested that the Applicant would have been happy to partake in negotiations, if only such an opportunity had been presented.

In the absence of any solution proffered by the Applicant as to how the preferred mitigation for the Earl de Grey can be secured through or alongside the scheme, and with outstanding related concerns held by both HCC and Historic England, HCC has sought to put forward a potential solution identified as appropriate and permissible within the 2008 Act. This is also intended to be broadly reflective of what HCC understands to be the effect of the private agreement pursuant to the Heads of Terms recently submitted by the Applicant to the ExA. HCC freely acknowledges that it has little information about that private agreement and therefore assumptions have had to be made.

Neither the first draft S.106 agreement submitted at Deadline 6, nor the revised draft submitted herewith at Appendix A have been signed by any party, but the content of the latter has been agreed by the owners of the land associated with the approved relocation scheme, and Historic England, who have expressed support for the relocation of the Earl de Grey in accordance with said scheme, have advised in informal discussions that they see no reason why this approach would not be possible from a legal perspective. HCC assures all parties that the draft S. 106 is precisely that – a draft. It has not been signed by any party and HCC refutes entirely any suggestion that it is presented as a “fait accompli”.

HCC does not agree that the revised draft S.106 agreement within Appendix A is entirely deficient and unsatisfactory, but considers that it largely mirrors the content and effect of the submitted HoT for the agreement that the Applicant proposes to secure at some indefinite date following the close of the examination.

The numbered points raised by the Applicant are briefly addressed as follows:

1. The draft S.106 could easily be amended through negotiation whereby triggers to facilitate staged payment are introduced. Similarly, the contribution payment trigger, notwithstanding that the draft includes the words 'unless otherwise agreed by all parties'. HCC does not agree with the Applicant's comment regarding the compensation payment not being tied to the implementation of the planning permission by the Owner, as the Owner's covenants therein clearly state that the Owner will carry out or cause to be carried out the specified mitigation works following receipt of the contribution from the Applicant and within a specified timeframe, with those mitigation works clearly defined within clause 1.1.
2. The specified timeframe within the draft S.106 Agreement could be amended through negotiation, to reflect the date specified in connection with the Scheme programme within the Draft Heads of Terms submitted by the Applicant. The content of the Applicant's second point would appear to contradict the issue raised about tie-in within the first.
3. Any step-in rights would be anticipated to be set out within any commercial agreement between the two parties involved which may sit alongside a S.106 Agreement. As has been stated elsewhere above and in previous submissions, the DCO could secure the dismantling of the Earl de Grey to safeguard against any delay in the construction of the road improvement scheme.
4. HCC as the local planning authority would be afforded enforcement powers under S.106 of the Town and Country Planning Act 1990 and the obligation would pass to any successor in title.
5. The methodology for the mitigation works are secured through the planning permission and listed building consent, and the related conditions therein.

6. HCC considers that such dispute resolution provisions would unnecessarily fetter the discretion of the local planning authority, and it does not include them within its template used as the basis for all S. 106 obligations in the city.

The Applicant has elected not to suggest amendments to draft S.106 agreements presented, explain why a S.106 process would not be appropriate in this instance, nor identify any alternative mechanism for securing the potential mitigation for substantial harm proposed to be caused to the designated heritage asset.

The Applicant advises that a private agreement with owners of the Earl de Grey is still being worked up and cannot be submitted prior to the close of the examination, but will be submitted once available, at an unspecified date, after the examination has closed, and without guarantee that such submission will be made. This, despite advice to the contrary in the Applicant's response to EXQ2 on 5th August 2019.

In the absence of a willingness on behalf of the Applicant as project proponent to enter in a S.106 Obligation, the completion and implementation of the terms of the private agreement between the Applicant and owner of the adjacent redevelopment site will be imperative to securing optimal mitigation for impact on the listed building, in the absence of any obligation under to the Town and Country Planning Act 1990 to do so. However, at the date of this submission, HCC has no assurance that this will be the case.

2. COMMENTS ON THE COMMENTS ON THE SUBMITTED EARL DE GREY AGREEMENT HEADS OF TERMS

Work to be completed by Castle Buildings LLP:

The 'planning permission' rather than 'planning application should be referred to, along with listed building consent 19/00334/LBC.

Step in clause:

Listed elements should be identified in advance by the local planning authority in consultation with Historic England.

3. COMMENTS ON THE REVISED NMU PROVISIONS.

HCC are pleased to note that, with regards to the North Side of Castle Street, the Applicant has confirmed that a continuous shared use route (pedestrians/cyclists and disabled users) will be provided from the western end of the scheme, along its entire length, to the underpass route, connecting to High Street and Blackfriargate on the southern side.

This route will predominantly be 3m in width, although there may be some locations where space/width is restricted, potentially to 2m. It is indicated that these sections will be subject to agreement with the Applicant, the Council and local landowners. The council confirms its strong desire to continue to work with the Applicant and any other relevant parties, in order to seek to secure a continuous, coherent and safe shared route along the entire northern side, with an emphasis on achieving space and width to accommodate the needs of all users.

Some additional work is required in the vicinity of Warehouse No.6 (Ask restaurant), Princes Quay Bridge, Princes Dock Street, and Blackfriargate, in order to achieve a high quality level of service.

On the southern side of Castle Street, the Applicant has now confirmed that it intends to provide a shared user route, indicated to be 3m in width, from the western extent of the scheme through to Spruce Road, effectively along the frontage to the current Arco headquarters, an amendment welcomed by HCC. The Applicant advises that between Spruce Road and Hull Marina, by the location of the proposed Princes Quay Bridge, provision will be solely in the form of a footway. From the proposed public realm to the south-east of Princes Quay Bridge, the space will provide for shared use between Humber Dock Street and onwards to Queen Street, again at a width of 3m.

Although the additional provision including for cycle access on some lengths of the southern side is a marked improvement over the position presented by the Applicant at Deadline 7, HCC reaffirms its comments expressed at that time, that the absence of a continuous level of service for cyclists (segregated from Castle Street carriageway), is a source of disappointment and indeed concern. Provision of shared routing at either end of the scheme but not in the middle does not represent a positive outcome for the most vulnerable of highway users, with a high degree of likelihood that the areas designated as footway will be utilised by cyclists, but with a resultant reduced level of comfort and safety for all users, including pedestrian and people affected by disability and/or mobility issues.

It appears to the Council that the absence of a continuous shared route along the southern side is a result of inadequate land/space being secured

through the negotiation with adjacent land owners. It is not evident that the absence is due to physical land/property constraints. In reality, the additional land required in order to achieve a continuous route is perhaps in the region of a 1m width. Given that the scheme proposes a substantial realignment to Castle Street along its southern boundary, it is unclear as to why such a nominal additional highway width was not sought or deemed viable along the frontages to the Holiday Inn, Trinity Burial Ground or Kingston Retail Park.

4. COMMENTS ON THE APPLICANT'S REVISED DCO OF 20.09.19.

Requirement 15 – Replacement Greenspace.

HCC wishes to reiterate its comments in response to 2.3.3 of EXQ2 in the context of the brevity of the proposed requirement, as set out in the latest dDCO.

5. UPDATE ON PRINCES QUAY BRIDGE NON-MATERIAL AMENDMENT.

HCC are pleased to advise that a non-material amendment addressing concerns previously expressed over the orientation of the access steps to the north-western approach to the bridge ramp has been submitted by the Applicant, and now approved by the Local Planning Authority.

HCC recognises that the Applicant has responded very positively and constructively with regard to concerns raised in this respect, and through collaborative working between both parties and associates, a much improved outcome can now be delivered, relative to that described within the Applicant's original submission.

APPENDIX A

REVISED DRAFT SECTION 106 AGREEMENT

DATED

20

19

KINGSTON UPON HULL CITY COUNCIL

- and -

HIGHWAYS ENGLAND

- and -

CASTLE BUILDINGS LLP

OBLIGATION ENTERED INTO BY AGREEMENT

UNDER S.106 TOWN AND COUNTRY PLANNING ACT 1990 (AS

AMENDED)

relating to the

A63 CASTLE STREET IMPROVEMENT SCHEME

Kingston upon Hull

KINGSTON UPON HULL

CITY COUNCIL

Legal Services
Guildhall
Alfred Gelder Street
Kingston upon Hull

4. Highways England has by Application dated 20th September 2018 applied to the Secretary of State for a DCO to carry out highway improvements to the A63 Castle Street to the extent in the manner set out in the Application which (inter alia) proposes the partial demolition of the Earl de Grey and its partial rebuilding approximately 3 metres north of its existing position.
5. Planning Permission and Listed Building Consent have been granted by the Council on 5th June 2019 under reference numbers 19/00333/FULL and 19/00334/LBC for the demolition and partial rebuilding of the Earl de Grey at a location adjacent to Castle Buildings on Waterhouse Lane, Kingston upon Hull.
6. The parties enter into this Deed pursuant to the DCO and as a consequence of it to permit the implementation of the Permissions as set out in them and to mitigate the harm to the Earl de Grey as a consequence of the DCO.

NOW THIS DEED is made pursuant to Section 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers and is a planning obligation for the purposes of that section and WITNESSES as follows:

1. DEFINITIONS

1.1 For the purposes of this Deed the following terms shall have the following meanings:

- | | |
|---------------|---|
| “Act” | The Town and Country Planning Act 1990 (as amended), including regulations made under and any successor Act. |
| “1980 Act” | Highways Act 1980 (as amended). |
| “Application” | The application by Highways England to the Secretary of State under reference number TRO10016 for a Development Consent Order for the Scheme. |

“Contribution”	A sum of £650,000 to be paid by Highways England to the Owner towards the cost of the Mitigation Works.
“Council’s Covenants”	The Council’s covenants set out in the Seventh Schedule.
“DCO”	The Development Consent Order applied for in the Application and granted by the Secretary of State.
“DCO Plan”	The plan referred to in the First Schedule
“Earl de Grey”	The elements of the Earl de Grey public house, Castle Street, Kingston upon Hull, HU1 2DA as are listed at Grade II in the list of buildings of special architectural or historic interest under Section 1(1) of The Planning (Listed Buildings and Conservation Areas) Act 1990 as referred to in the Third Schedule.
“Highways England’s Covenants”	Highways England’s covenants set out in the Sixth Schedule.
“Land”	The land within the boundary of the Application against which this Deed is enforceable described in the First Schedule and shown edged in red on the DCO Plan.
“Mitigation Land”	The land adjacent to Castle Buildings on Waterhouse Lane within the Permissions which has consent for the re-erection of the Earl de Grey as part of the Mitigation Works.
“Mitigation Land Plan”	The plan attached to this Deed referred to in the Second Schedule
“Mitigation Works”	The partial demolition of the Earl de Grey and its rebuilding in accordance with the Permissions.

“Owner’s Covenants”	The owner’s covenants set out in the Fifth Schedule
“Permissions”	The planning permission reference number 19/00333/FULL and Listed Building Consent reference number 19/00334/LBC granted by the Council on 5 th June 2019 as set out in the Fourth Schedule.
“Scheme”	The A63 Castle Street Improvement Scheme.
“Secretary of State”	The Secretary of State for Housing, Communities and Local Government.

2. INTERPRETATION

- 2.1 In this Deed where any reference is made to any recital, clause, paragraph or schedule such reference is to a recital, clause, paragraph or schedule of this Deed unless the context requires otherwise.
- 2.2 Word importing one gender shall be construed as importing any other gender.
- 2.3 Words importing the singular shall include the plural and vice versa.
- 2.4 The recital, clause, paragraph or schedule headings in this Deed are for reference only and do not affect the construction of this Deed.
- 2.5 This Deed shall be governed by the Laws of England and should any part of this Deed be deemed unlawful or unenforceable this shall not affect any other part of this Deed.
- 2.6 References to any party in this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council any successors to its statutory functions.

3. EFFECTIVE PROVISIONS

- 3.1 The Owner consents to the execution of this Deed and covenants with the Council and Highways England to observe the restrictions and perform the obligations or activities specified in the Fourth Schedule and that its part of the Land shall be so bound by this Deed.
- 3.2 Highways England hereby consents to the execution of this Deed and covenants with the Council and the Owner to perform the obligations set out in the Fifth Schedule and that the Land shall be so bound by this Deed.
- 3.3 The Council covenants with the Owner and Highways England to perform the obligation set out in the Seventh Schedule
- 3.4 It is agreed and declared as follows:-
 - 3.4.1 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
 - 3.4.2 The covenants contained in this Deed shall only take effect only upon the grant of the DCO.
 - 3.4.3 If the DCO granted by the Secretary of State shall expire before the Mitigation Works are begun as defined above or shall at any time be revoked this Deed shall forthwith determine and cease to have effect.
 - 3.4.4 Nothing in this Deed shall prohibit or limit the right to develop all or any part of the Land in accordance with a planning permission (other than the DCO) granted (whether or not on appeal) after the date of this Deed.
 - 3.4.5 This Deed is a local land charge and shall be registered as such.

- 3.4.6 Nothing in this Deed shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.
- 3.4.7 No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law.
- 3.4.8 The provisions of this Deed shall have no effect (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

FIRST SCHEDULE

Description of the Land

1. All that land situate at Castle Street, Kingston upon Hull falling within the area edged in red on the plan marked "DCO Plan" annexed hereto.

SECOND SCHEDULE

Description of the Mitigation Land

1. All that land situate adjacent to Castle Buildings, Waterhouse Lane, Kingston upon Hull edged in red on the plan marked "Mitigation Plan" annexed hereto.

THIRD SCHEDULE

Description of the Earl de Grey

1. All the elements of the Earl de Grey public house located as shown edged in red on the plan marked 'Earl de Grey Plan' annexed hereto.

FOURTH SCHEDULE

The Permissions

1. Copies of the Permissions are annexed hereto

FIFTH SCHEDULE

Owner's Covenants

The Owner covenants with the Council and Highways England:

1. That it will, following receipt of the Contribution, carry out or cause to be carried out the Mitigation Works within 12 months of receipt or later as agreed in writing by all parties within this period.

SIXTH SCHEDULE

Highways England Covenants

Highways England covenants with the Council and the Owner

1. That it will pay the Contribution within 28 days from the date of granting of the DCO or later as agreed in writing by all parties within this period.

SEVENTH SCHEDULE

Council's Covenant

The Council covenants with the Owner and Highways England

1. That it will, following a written request from the Owner upon completion of the Mitigation Works to the satisfaction of the Council remove the entry relating to this Deed from the Local Land Charges register.

THE AFFIXING TO THIS DEED of)
the CORPORATE COMMON SEAL of)
KINGSTON UPON HULL CITY COUNCIL is)
authenticated by:-)

Authorised Signatory

EXECUTED AS A DEED BY)
CASTLE BUILDINGS LLP)
Acting by a Director)
In the presence of a witness)

Director

Witness Signature

Witness Name

Address

Occupation

EXECUTED AS A DEED BY)
HIGHWAYS ENGLAND)
BY THE AFFIXING OF ITS COMMON SEAL)
and authenticated by)

Authorised Signatory

APPENDIX B

PRINCES QUAY BRIDGE NON-MATERIAL AMENDMENT UPDATE



Your Ref:
My Ref: 19/00960/NMA
Contact: Mr S. Mounce
Tel: 01482 612920
Fax: 01482 612350
Email: simon.mounce@hullcc.gov.uk
Textphone: 01482 300 349
Date: 26 September 2019

ARUP
Admiral House
Rose Wharf
78 East Street
Leeds
LS9 8EE

FAO: Hannah Smith

Dear Sir/Madam,

Planning Application No. 15/00965/FULL

Hybrid application comprising:

Full planning application for - 1. Construction of pedestrian footbridge crossing over A63/Castle Street, including landscaped access ramps and stairs to north/south of footbridge (phase one works); 2. Change of use of area adjacent to Princes Dock Street to outdoor eating area (phase one works); 3. Formation of landscaped public realm area to northern end of Humber Dock, including dry dock for Spurn Lightship (phase two works); 4. Formation of stepped/ramped access into Princes Dock to create viewing platform (phase two works); 5. Construction of additional lifts to footbridge (phase two works).

**Outline application for - 1. Construction of ramped pedestrian link into Princes Quay shopping centre (to western edge of Princes Dock); 2. Construction of pedestrian deck/link to south-east corner of Princes Dock; 3. Erection of pavilion/café under southern end of footbridge structure.
(Revised Boundary)**

**At A63/Castle Street between Humber Dock and Princes Dock
Kingston upon Hull.**

I refer to your application under Section 96A of the Town and Country Planning Act 1990 for a non material amendment involving:

- The reorientation of steps and landing to the north-western corner of the bridge;
- Associated changes to soft landscaping layout ; and



Planning Development Control, Hull City Council,
2nd Floor, Guildhall, Alfred Gelder Street, Hull, HU1 2AA

www.hullcc.gov.uk

Tel: 01482 300 300

- A change in hard landscaping materials from Kellen Gijs paving blocks to Hardscape Magma Granite paving slab to the north of the bridge and ramps and adjacent to the southern end of Princes Dock.

as shown on amended drawing(s) No:

- 514508-ARP-V3-B3-DR-LX-00003 rev C01;
- 514508-ARP-V3-B3-DR-LX-00004 rev P07.1;
- 514508-ARP-XX-B3-DR-LX-00007 rev P04.1;
- 514508-ARP-V3-B3-DR-CB-03130 rev P05.1;
- 514508-ARP-V3-B3-DR-CB-03110 rev P05.1.

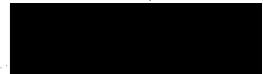
There are no objections to these amendments and they are sufficiently non material so as not to require further planning permission. It should be noted that the original versions of the relevant approved plans are now superseded.

N.B. Please note that full details of the proposed hard surfacing materials need to be agreed in writing by the local planning authority under condition no.5 of planning permission 15/00965/FULL.

Please retain this letter with the original approval since a new condition has been imposed, and an existing condition altered, as set out below. Therefore this letter should be read in conjunction with the decision notice and any other approved non material amendments.

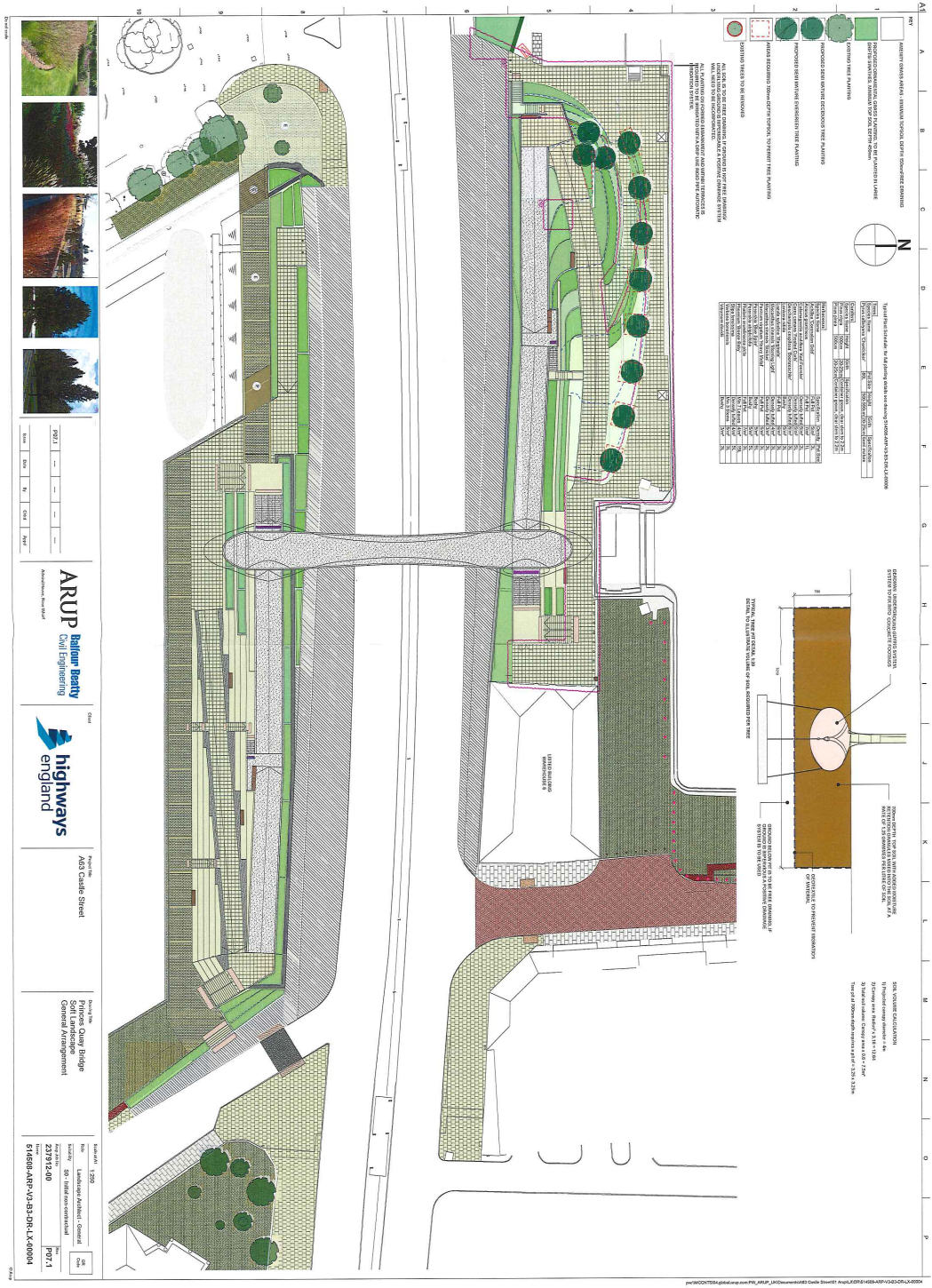
I hope this information is satisfactory and if you have any further queries please contact the case officer at the above address.

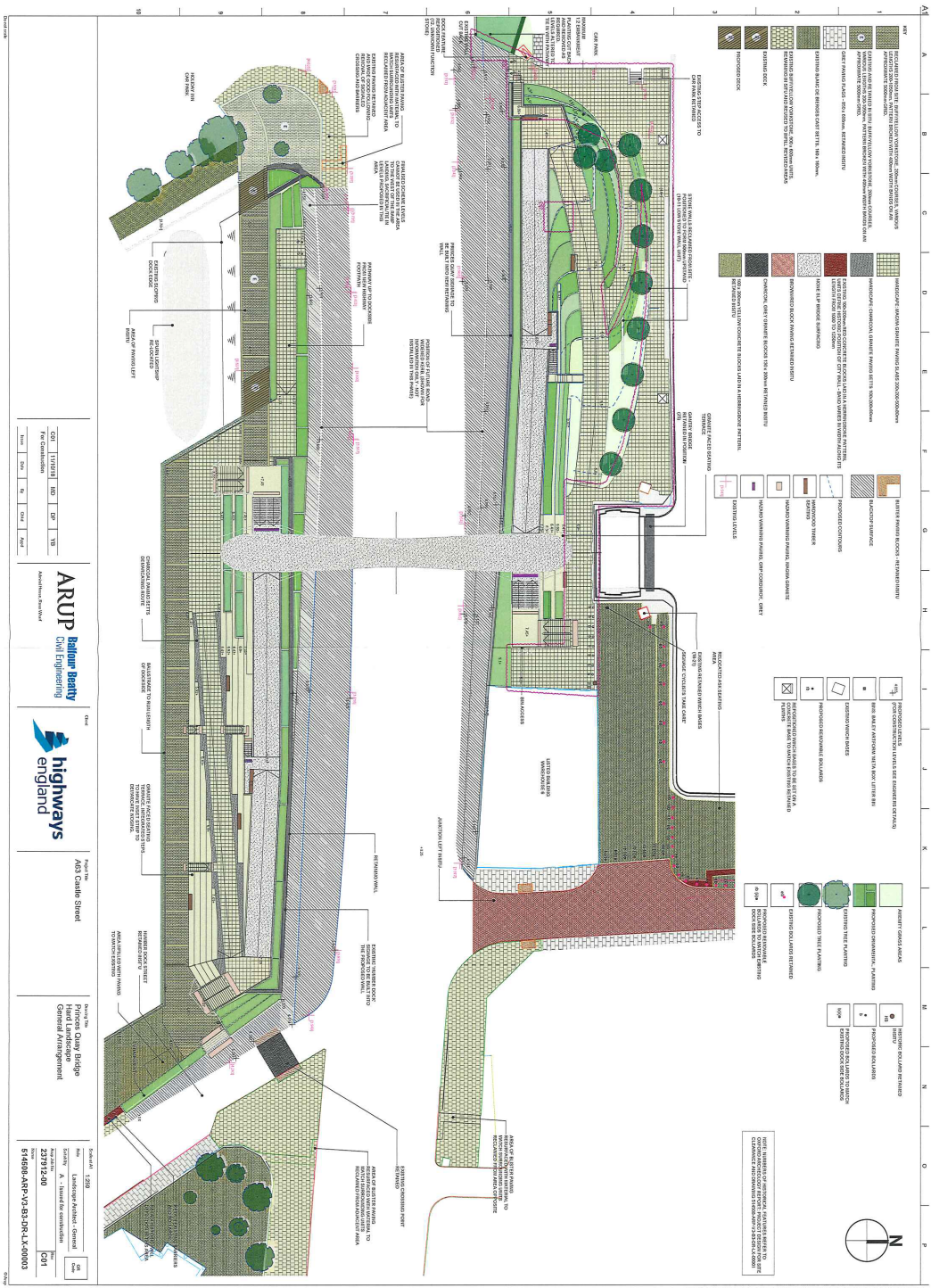
Yours sincerely,



Simon Mounce

Principal Development Management Officer (City Plan Projects)

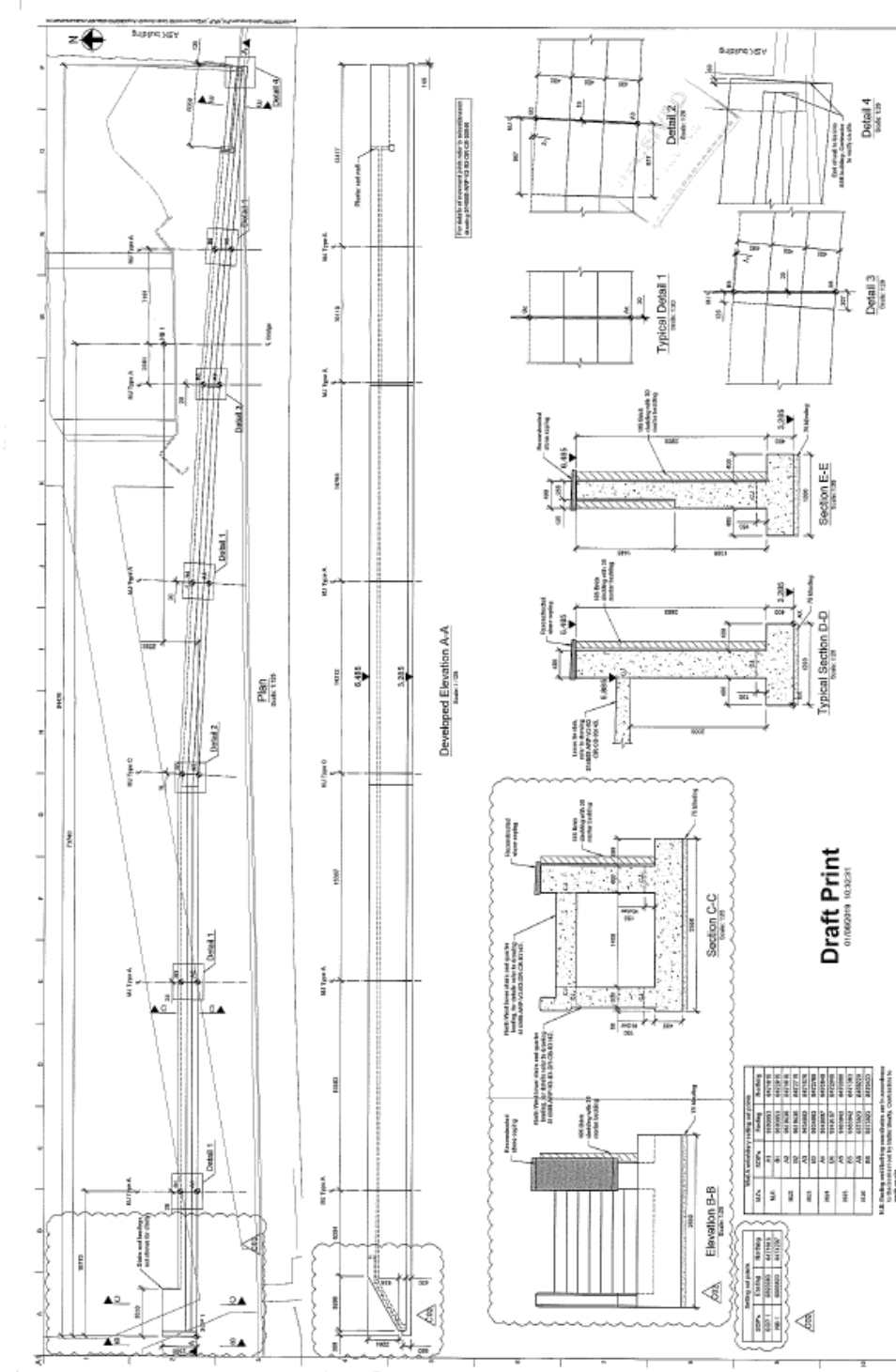




ARUP | **Bentley** | **Beatty**
 Civil Engineering
highways
 england

Project: A63 Castle Street
 Location: A63 Quay Bridge
 Client: Highways England

Date: 12/21
 Scale: As Shown
 Drawing No: 537912500
 Project No: 53408-ARP-V3-B3-DRL-X-0003



For details of proposed joint, refer to construction details in drawing 2022-03-01-01-01-01-01

Developed Elevation A-A
Scale: 1:25

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01/06/2019 10:32:25

NO.	REV.	DATE	BY	CHKD.	DESCRIPTION
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002	1	01/06/2019
003	1	01/06/2019
004	1	01/06/2019
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Application for a non-material amendment following a grant of planning permission.
 Town and Country Planning Act 1990

Publication of applications on planning authority websites.

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification, please contact the Authority's planning department.

1. Site Address	
Number	<input type="text"/>
Suffix	<input type="text"/>
Property name	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town/city	<input type="text"/>
Postcode	<input type="text"/>
Description of site location must be completed if postcode is not known:	
Easting (x)	<input type="text" value="509633"/>
Northing (y)	<input type="text" value="428481"/>
Description	<input type="text" value="A63 Castle Street located between Princes Dock and Humber Dock."/>

2. Applicant Details	
Title	<input type="text" value="Mr"/>
First name	<input type="text" value="Tom"/>
Surname	<input type="text" value="Peckitt"/>
Company name	<input type="text" value="Highways England"/>
Address line 1	<input type="text" value="Lateral"/>
Address line 2	<input type="text" value="8 City Walk"/>
Address line 3	<input type="text"/>
Town/city	<input type="text" value="Leeds"/>

Planning Portal Reference: PP-08059867

2. Applicant Details

Country	<input type="text" value="United Kingdom"/>
Postcode	<input type="text" value="LS11 9AT"/>
Primary number	<input type="text"/>
Secondary number	<input type="text"/>
Fax number	<input type="text"/>
Email address	<input type="text"/>

Are you an agent acting on behalf of the applicant?

Yes No

3. Agent Details

Title	<input type="text" value="Ms"/>
First name	<input type="text" value="Hannah"/>
Surname	<input type="text" value="Smith"/>
Company name	<input type="text" value="Arup"/>
Address line 1	<input type="text" value="Admiral House"/>
Address line 2	<input type="text" value="Rose Wharf"/>
Address line 3	<input type="text"/>
Town/city	<input type="text" value="Leeds"/>
Country	<input type="text"/>
Postcode	<input type="text" value="LS9 8EE"/>
Primary number	<input type="text" value="01132428498"/>
Secondary number	<input type="text"/>
Fax number	<input type="text"/>
Email	<input type="text" value="hannah.smith@arup.com"/>

4. Eligibility

Do you, or the person on whose behalf you are making this application, have an interest in the part of the land to which this amendment relates? Yes No

If you are not the sole owner, has notification under article 10 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 been given? Yes No Not Applicable

If you have answered Yes to this question, please give details of persons notified

4. Eligibility

Person Notified	Azzurri Restaurants Limited
Number	
Suffix	
Property name	
Address line 1	3rd Floor, Capital House
Address line 2	25 Chapel Street
Address line 3	
Town/city	London
Postcode	NW1 5DH
Date Notified	07/08/2019 00:00:00

Person Notified	British Waterways Marinas Limited
Number	
Suffix	
Property name	
Address line 1	Sawley Marina
Address line 2	Long Ealon
Address line 3	
Town/city	Nottinghamshire
Postcode	NG10 3AE
Date Notified	07/08/2019 00:00:00

Person Notified	Castle Buildings LLP
Number	
Suffix	
Property name	
Address line 1	Wykeland House
Address line 2	47 Queen Street
Address line 3	
Town/city	Hull
Postcode	HU1 1UU
Date Notified	07/08/2019 00:00:00

4. Eligibility

Person Notified	Castle Buildings LLP
Number	
Suffix	
Property name	
Address line 1	Care of Sanne Group (UK) Limited
Address line 2	21 Palmer Street
Address line 3	
Town/city	London
Postcode	SW1H 0AD
Date Notified	07/08/2019 00:00:00

Person Notified	Hull Realty Limited
Number	
Suffix	
Property name	
Address line 1	Suite 200B, 2nd Floor, Centre of Commerce
Address line 2	One Bay Street
Address line 3	
Town/city	Nassau, The Bahamas
Postcode	
Date Notified	07/08/2019 00:00:00

Person Notified	Hull Realty Limited
Number	
Suffix	
Property name	
Address line 1	One Marina Drive
Address line 2	Paradise Island
Address line 3	
Town/city	Nassau, The Bahamas
Postcode	
Date Notified	07/08/2019 00:00:00

4. Eligibility

Person Notified	Kingston Upon Hull City Council
Number	
Suffix	
Property name	
Address line 1	Guildhall
Address line 2	Alfred Gelder Street
Address line 3	
Town/city	Hull
Postcode	HU1 2AA
Date Notified	07/08/2019 00:00:00

Person Notified	Princes Quay Development Limited
Number	
Suffix	
Property name	Care of CIT Group Limited
Address line 1	Suite 200B, 2nd Floor, Centre of Commerce
Address line 2	One Bay Street
Address line 3	
Town/city	Nassau, The Bahamas
Postcode	
Date Notified	07/08/2019 00:00:00

Person Notified	Realm Ltd
Number	
Suffix	
Property name	
Address line 1	The Farmhouse
Address line 2	Farm Road
Address line 3	
Town/city	Street, Somerset
Postcode	BS16 0FB
Date Notified	07/08/2019 00:00:00

4. Eligibility

Person Notified	Seven Dials Fund Management
Number	
Suffix	
Property name	
Address line 1	20 Bedford Street
Address line 2	Covent Garden
Address line 3	
Town/city	London
Postcode	WC2E 9HP
Date Notified	07/08/2019 00:00:00

Person Notified	Hull Retail Limited
Number	
Suffix	
Property name	
Address line 1	Suite 200B, 2nd Floor
Address line 2	Centre of Commerce
Address line 3	
Town/city	Nassau, The Bahamas
Postcode	
Date Notified	07/08/2019 00:00:00

Person Notified	Hull Retail Limited
Number	
Suffix	
Property name	Care of Sanne Group (UK) Limited
Address line 1	Asticus Building
Address line 2	2nd Floor, 21 Palmer Street
Address line 3	
Town/city	London
Postcode	SW1H 0AD
Date Notified	07/08/2019 00:00:00

4. Eligibility

Person Notified	Hull Retail Limited
Number	
Suffix	
Property name	
Address line 1	One Marine Drive
Address line 2	Paradise Island
Address line 3	
Town/city	Nassau, The Bahamas
Postcode	
Date Notified	07/08/2019 00:00:00

Person Notified	Princes Quay Development Limited
Number	
Suffix	
Property name	Care of CIT Group Limited
Address line 1	One Marine Drive
Address line 2	Paradise Island
Address line 3	
Town/city	Nassau, The Bahamas
Postcode	
Date Notified	07/08/2019 00:00:00

Person Notified	Princes Quay Development Limited
Number	
Suffix	
Property name	Care of CIT Group Limited
Address line 1	3rd Floor
Address line 2	50 Jermyn Street
Address line 3	
Town/city	London
Postcode	SW1Y 6LX
Date Notified	07/08/2019 00:00:00

4. Eligibility

Person Notified	Princes Quay Development Limited
Number	
Suffix	
Property name	Care of Sanne Group
Address line 1	Asticus Building
Address line 2	2nd Floor, 21 Palmer Street
Address line 3	
Town/city	London
Postcode	SW1H 0AD
Date Notified	07/08/2019 00:00:00

Person Notified	Princes Quay Development Limited
Number	
Suffix	
Property name	Care of Seven Dials Fund Management
Address line 1	20 Bedford Street
Address line 2	Covent Garden
Address line 3	
Town/city	London
Postcode	WC2E 9HP
Date Notified	07/08/2019 00:00:00

Person Notified	Jonathan Stubbs MRICS
Number	
Suffix	
Property name	Wykeland Group, Wykeland House
Address line 1	47 Queen Street
Address line 2	Fruit Market
Address line 3	
Town/city	Hull
Postcode	HU1 1UU
Date Notified	07/08/2019 00:00:00

4. Eligibility

Person Notified	Hull Realty Limited
Number	
Suffix	
Property name	Care of Sanne Group (UK) Limited
Address line 1	Asticus Building 2nd Floor
Address line 2	21 Palmer Street
Address line 3	
Town/city	London
Postcode	SW1H 0AD
Date Notified	07/08/2019 00:00:00

5. Description of Your Proposal

Please provide the description of the approved development as shown on the decision letter

Hybrid application comprising:

Full planning application for - 1. Construction of pedestrian footbridge crossing over A63/Castle Street, including landscaped access ramps and stairs to north/south of footbridge (phase one works); 2. Change of use of area adjacent to Princes Dock Street to outdoor eating area (phase one works); 3. Formation of landscaped public realm area to northern end of Humber Dock, including dry dock for Spurn Lightship (phase two works); 4. Formation of stepped/ramped access into Princes Dock to create viewing platform (phase two works); 5. Construction of additional lifts to footbridge (phase two works).

Outline application for - 1. Construction of ramped pedestrian link into Princes Quay shopping centre (to western edge of Princes Dock); 2. Construction of pedestrian deck/link to south-east corner of Princes Dock; 3. Erection of pavilion/café under southern end of footbridge structure.
(Revised Boundary)

Reference number: 15/00965/FULL

Date of decision 07/10/2015

What was the original application type? FullPlanningPermission

For the purpose of calculating fees, which of the following best describes the original application type?

- Householder development: Development to an existing dwelling-house or development within its curtilage
 Other: anything not covered by the above category

6. Non-Material Amendment(s) Sought

Please describe the non-material amendment(s) you are seeking to make

Landscaping changes comprising minor changes to the location of the stairs, landscaping details and change of landscaping material to Magma Granite paving slabs.

Are you intending to substitute amended plans or drawings? Yes No

If yes please complete the following

Old plan/drawing numbers

514508ARP-XX-B3-DR-LX-00003 Rev P07 submitted 24.09.18 and 514508ARP-XX-B3-DR-LX-00004 Rev P05 submitted 29.06.18

New plan/drawing numbers

514508-ARP-XX-B3-DR-LX-00007, 514508-ARP-V3-B3-DR-LX-00004, 514508-ARP-V3-B3-DR-LX-00003, 514508-ARP-V3-B3-DR-CB-03130, 514508-ARP-V3-B3-DR-CB-03110

Please state why you wish to make this amendment

Design changes made following input of Hull City Council and other relevant stakeholders.

7. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

Yes No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact?

- The agent
 The applicant
 Other person

8. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

Yes No

If Yes, please complete the following information about the advice you were given (this will help the authority to deal with this application more efficiently):

Officer name:

Title

First name

Surname

Reference

Date (Must be pre-application submission)

Details of the pre-application advice received

9. Authority Employee/Member

With respect to the Authority, is the applicant and/or agent one of the following:

- (a) a member of staff
(b) an elected member
(c) related to a member of staff
(d) related to an elected member

It is an important principle of decision-making that the process is open and transparent.

Yes No

For the purposes of this question, "related to" means related, by birth or otherwise, closely enough that a fair-minded and informed observer, having considered the facts, would conclude that there was bias on the part of the decision-maker in the Local Planning Authority.

Do any of the above statements apply?

10. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information. I/we confirm that, to the best of my/our knowledge, any facts stated are true and accurate and any opinions given are the genuine opinions of the person(s) giving them.

Date (cannot be pre-application)