

5106/432

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**ASHFIELD DISTRICT COUNCIL  
MEMORANDUM**

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**TO: LOCAL LAND CHARGES**  
**FROM: PLANNING AND BUILDING CONTROL SUPPORT TEAM  
LEADER**  
**SUBJECT: STATION HOUSE, OUTRAM STREET, SUTTON IN  
ASHFIELD**

**DATE: 22/04/2013 REF: V/2012/0043**

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Would you please register the above Section 106 Agreement (Town & Country Planning Act 1990) between:

**i) LAM Development Ltd**

**ii) HSBC Bank PLC**

and

**Ashfield District Council as a Local Land Charge**

Joanne Jones  
Planning and Building Control Support

2013

THIS AGREEMENT is made the 12<sup>th</sup> day of April

BETWEEN:

(1) LAM DEVELOPMENTS LIMITED (Company Registered Number: 06303383) of whose registered office is at 24-26 Mansfield Road, Rotherham, South Yorkshire, S60 2DT ('the Owner')

(2) HSBC BANK PLC (Company Registered Number: 14259) of Sheffield Securities Processing Centre, P.O. Box 3924, Sheffield, S1 9BD ('the Mortgagee')

(3) ASHFIELD DISTRICT COUNCIL of Council Offices, Urban Road, Kirkby-in-Ashfield, Nottinghamshire, NG17 8DA ('the Council')

Definitions

IN THIS AGREEMENT the following words and phrases shall have the following meaning:-

1.1 "the Act" means Town and Country Planning Act 1990 (as amended) and terms not otherwise defined in this Agreement have the meaning ascribed to them in the Act unless a contrary intention appears

1.2 "Affordable Housing Units" means the Dwellings to be constructed on the Application Site which are designated as the Affordable Housing Units on the Layout Plan and which shall be provided by the Owner in accordance with the terms of Clause 6 and the Third Schedule

1.3 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement and where this Agreement requires any matter to be approved by the Council or the Council's Solicitor such approval shall not be unreasonably withheld or delayed

1.4 "the Application" means the Planning Application dated 2<sup>nd</sup> February 2012 in respect of the Proposed Development to which has been

allocated the Council's Planning Application Reference No. 2012/0043

1.5 "the Application Site" means the land for which planning permission is sought to carry out the Proposed Development and which is shown for the purposes of identification only edged red on the Plan

1.6 "Dwelling(s)" means any form of house, bungalow, apartment, maisonette or other self-contained accommodation for occupation by a single household and includes both Affordable Housing Unit(s) and non-Affordable Housing Unit(s)

1.7 "Eligible Household(s)" means a person or household identified in accordance with the relevant Registered Provider's selection criteria as being in need of affordable housing

1.8 "Intermediate Housing" means housing at prices and rents above those of social rent, but below market price or rental, and including shared equity/ownership products (e.g. Homebuy), or other low cost homes for sale and intermediate rent

1.9 "the Layout Plan" means the layout plan drawing number 1497-003 Rev D dated 03.2008 attached to this Agreement and references to Plot numbers are to the plots and individual Dwellings shown and numbered on that plan.

1.10 "non-Affordable Housing Units" means the Dwellings to be constructed on the Application Site which are to be offered for sale at 100 per cent of the then prevailing Open Market Value excluding the Affordable Housing Units

1.11 "the Obligations" means the planning obligations contained or referred to in the First Schedule to this Agreement

1.12 "Open Market Value" means the estimated price or premium for which the sale of the freehold estate or the grant of a long leasehold interest in land (not being a rack rented lease) for the use thereof specified in this Agreement should complete on the date of valuation between a willing buyer and a willing seller in an arms length transaction after

proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion

1.13 "the Plan" means the plan attached to this Agreement  
1.14 "the Planning Permission" means the grant of Planning Permission pursuant to the Application a draft of which is annexed to this Agreement

1.15 "the Proposed Development" means a residential development of 27 apartments and 2 retail units as more particularly described in the Application

1.16 "Registered Provider" means a provider of social housing for the time being entered on the register of providers of social housing maintained pursuant to Section 111 of the Housing and Regeneration Act 2008

1.17 "Social Rented Housing" means rented housing owned and managed by Registered Providers, for which guideline target rents are determined through the national rent regime or provided under equivalent rental arrangements agreed by the local authority or with the Homes and Communities Agency as a condition of grant funding.

1.18 Any reference to any statutory body (other than the parties to this Agreement) shall include any body to which (whether before or after the making of this Agreement) the relevant powers or duties of that statutory body shall be transferred.

1.19 References in the Third Schedule to any transfer shall where the context so admits include the granting of a lease for a period not less than 99 years, mutatis mutandis.

## 2. Recitals

WHEREAS:-

2.1 The Owner is registered at H.M. Land Registry as the proprietor of the Application Site with title absolute under title number NT 431202

2.2 The Mortgagee is mortgagee of the Application Site under a legal charge dated 26<sup>th</sup> July 2007 and made between the Owner and the Mortgagee

2.3 The Owner has submitted the Application

2.4 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Application Site is situated

2.5 The Council's Local Plan Review adopted in November 2002 contains inter alia Policy HG6 (Public Open Space) and the Council has adopted a Supplementary Planning Document entitled 'Affordable Housing' in July 2009

2.6 The Council acting through the delegated powers of its Head of Land and Property has resolved to grant planning permission for the Proposed Development in accordance with the Application subject to conditions and subject to the making of this Agreement without which planning permission for the Proposed Development would not have been granted

2.7 The Owner has agreed to enter into this Agreement for the purpose of procuring the issue of the Planning Permission

3. Enabling Powers

The parties hereto enter into this Agreement under and pursuant to Section 106 of the Act.

4. Consent

The Mortgagee hereby consents to the execution of this Agreement as a Deed and declares that subject as herein provided the Application Site shall be bound by the Obligations and its legal charge upon the Application Site shall take effect as if such legal charge had been executed after the date of this Deed PROVIDED ALWAYS THAT the Mortgagee shall only be liable for

any breach of the provisions of this Agreement during such periods (if any) as it is a mortgagee in possession of the Application Site.

5. Planning Obligations

5.1 The Obligations are planning obligations for the purposes of Section 106 of the Act to the intent that the Obligations shall be binding and enforceable without time limit against the Owner and any persons deriving title from him in the manner specified in Section 106 of the Act.

5.2 The Council is the Authority entitled to enforce the Obligations.

6. Conditionality

The Obligations are conditional upon the issue of the Planning Permission.

7. Covenant

The Owner hereby covenants with the Council pursuant to Section 106 of the Act that the Application Site shall be subject to the Obligations and that the Owner will at his own expense duly carry out and perform the Obligations

8. Agreements and Declarations

It is agreed and declared as follows:

8.1 Any reference to a party to this Agreement shall where the context so admits include their successors in title and assigns

8.2 Words importing one gender shall be construed as importing any gender, and words importing the singular shall be construed as importing the plural and vice versa

8.3 No person shall be liable for breach of covenant contained in this Agreement after he shall have parted with all interest in the Application Site or the part in respect of which such breach occurs but without

prejudice to liability for any subsisting breach of covenant prior to parting with such interest

8.4 The provisions of the Second Schedule shall apply to any monies paid pursuant to the First Schedule

8.5 If the Planning Permission having been granted shall expire before the Proposed Development is begun, or shall at any time be revoked, this Agreement shall forthwith determine and cease to have effect

8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the one relating to the Proposed Development as specified in the Application) granted after the date of this Agreement

8.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

8.8 The Agreement is a Local Land Charge and shall be registered as such and once the terms of this Agreement have been complied with then the Council shall immediately remove reference of this Agreement from the Local Land Charges Register

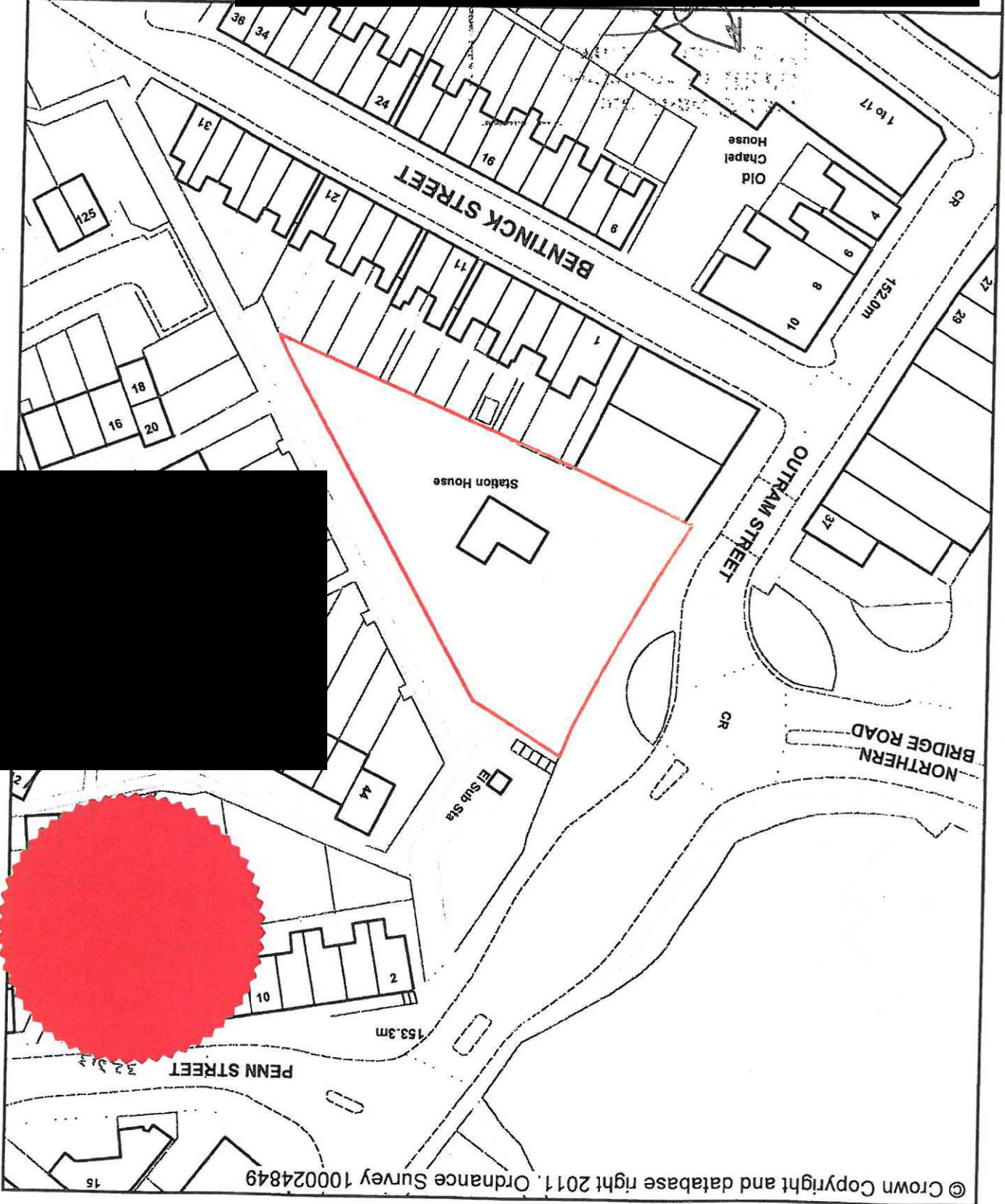
9. Costs

The Owner shall on the execution of this Agreement pay the Council's costs incurred in the preparation and settlement of this Agreement in the sum of £1,675.00

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written

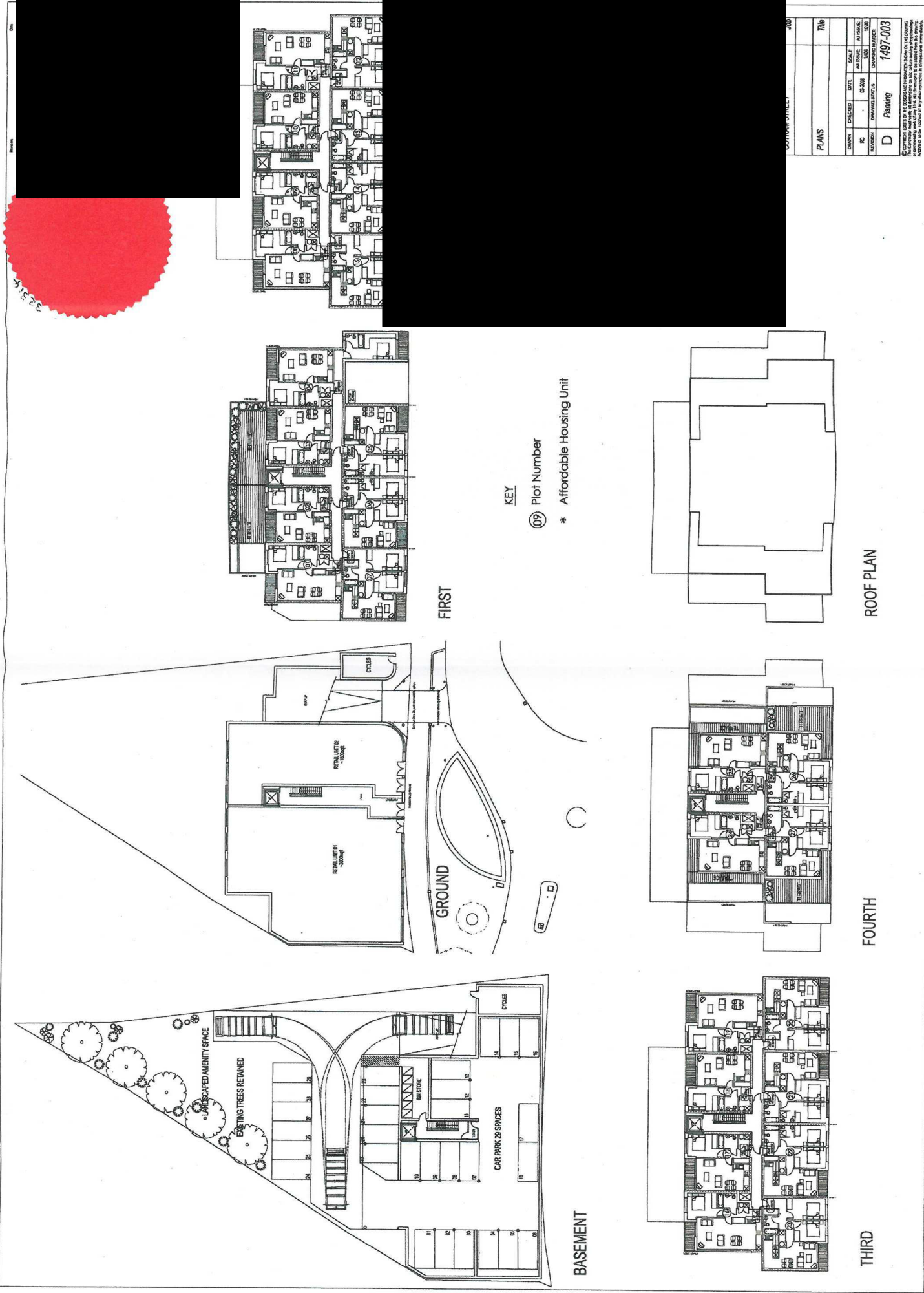
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KEY

Ⓣ Plot Number

\* Affordable Housing Unit

DRAWN		CHECKED	DATE	SCALE	AS SHOWN	AT SCALE
			05/2008	1:500	1:500	1:500
REVISION		DATE	BY	REASON		
D		Planning			1497-003	

PLANS Title

1497-003  
 The information on this drawing is the property of the architect and is not to be used for any other purpose without the written consent of the architect.  
 The architect is not responsible for any errors or omissions on this drawing which may occur after the date of issue.  
 Address to be notified of any alterations to the drawing: 1497-003

## FIRST SCHEDULE

### THE OBLIGATIONS

Prior to the commencement of the Proposed Development there shall be paid as a computed sum to the Council:

1. For the improvement of existing open space and/or the provision of new open space and or the planting of community woodland within the administrative district of Ashfield in Nottinghamshire the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED POUNDS (£67,500) ("the POS Sum")

2. Where any amount is payable pursuant to the provisions of this First Schedule the amount to be paid shall be adjusted for inflation in accordance with the following formula :-

$$(P \div A) \times B$$

Where:-

P = the amount payable pursuant to this First Schedule  
A = the 'all items' figure of the Retail Prices Index published by the Office for National Statistics or any successor body (the 'RPI figure') in respect of the month of April 2013.  
B = the RPI figure for the month in which the relevant payment is made or (if earlier) falls due to be made  
But so that if at any time B shall be less than A the amount payable [P] shall nevertheless be paid in full without reduction

PROVIDED ALWAYS that :

- (a) if such sum(s) or any part thereof shall not be paid before the actual commencement of the Proposed Development it shall carry interest at 8% per annum from the date of actual commencement until actual payment and no Dwelling to be built upon the Application Site shall be occupied whilst such sum(s) or any part thereof (including interest as aforesaid) remains unpaid.

(b) payment of the commuted sum(s) shall not in itself constitute commencement of the Proposed Development for the purposes of implementing the Planning Permission

## SECOND SCHEDULE

### TREATMENT OF COMMUTED SUMS

The following provisions shall apply to any sum paid pursuant to the First Schedule:-

1. Any POS Sum received by the Council shall be ring fenced and be spent only in accordance with the following provisions of this Schedule and shall be kept at all times in an interest bearing account until used for the purposes herein specified.

2. The POS Sum shall only be spent for the purposes mentioned in Policy HG6 of the Council's Local Plan Review

3. If any POS Sum has not been used by the Council by the fifth anniversary of the date on which payment was made then upon receipt by the Council of written notice by the Owner requiring that such POS Sum be repaid the Council shall repay it (together with interest that has accrued thereon) to the Owner. For the avoidance of doubt, any part of a POS Sum spent by the Council after the fifth anniversary of the payment but before the Council is served with written notice pursuant to this paragraph shall not have to be repaid to the Owner

4. At any time prior to the fifth anniversary of the making of a POS Sum the Council shall upon written request by the Owner supply to the Owner reasonable short particulars of any expenditure from that POS Sum made by the Council pursuant to the provisions of this Schedule provided that the Council shall be under no further obligation to answer any such request after they have given sufficient particulars pursuant to this paragraph showing that the whole of such POS Sum as the case may be has been expended.

5. For the purposes of this Schedule 'Owner' shall mean the Owner by whom the payment is actually made and not their successors in title

### THIRD SCHEDULE

#### AFFORDABLE HOUSING OBLIGATIONS

1. Subject to the provisions of this Schedule the Owner shall construct on the Application Site a total of three Affordable Housing Units as part of the Proposed Development such units to be constructed in accordance with the plans submitted with the Application and approved pursuant to the Planning Permission and which are shown as plots 9, 10 and 11 (all numbers inclusive) on the Layout Plan and the Owner may not dispose of such units save in accordance with the following terms of this Schedule

2. All Affordable Housing Units shall

- 2.1. be built out to a standard capable of meeting the requirements of the Homes and Communities Agency (or any authority which hereinafter assumes the Agency's statutory duties and functions) and which are subsidised housing which meets the needs of Eligible Households at a cost low enough for them to afford, determined with regard to local incomes and local house prices, in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it); and

- 2.2. be provided with a vehicular access foul and surface water sewers and water gas electricity and telecommunication service systems linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the remainder of the Proposed Development and connected ultimately to highways and sewers maintainable at the public expense.

3. The Owner shall not permit the first occupation of more than thirteen of the non-Affordable Housing Units to be built on the Application Site pursuant to the Application until the Affordable Housing Units to be erected on the Application Site have been transferred in accordance with clause 4 to a Registered Provider drawn from a list of Registered Providers approved in writing by the Council.

4. The transfer(s) to the Registered Provider shall be in a form approved by the Council's Solicitor and on terms that will ensure that two of the Affordable Housing Units are made available as Social Rented Housing with the remaining one Affordable Housing Unit being provided by way of Intermediate Housing.

5. Beginning not later than the date of Commencement of the Proposed Development the Owner shall enter into negotiations with a Registered Provider or Providers drawn from the Council's approved list or such other Registered Provider(s) as may be approved in writing by the Council for the transfer to that Registered Provider or Providers of the Affordable Housing Units. The negotiations shall be pursued by the Owner in good faith and details shall be supplied to the Council within fourteen days of written request.

6. Provided always that the Owner shall have complied with clause 5 in respect of the Application Site but no approved Registered Provider has been approved by the Council or no Registered Provider is willing to take a transfer of the Affordable Housing Units on the Application Site by the date when thirteen of the non-Affordable Housing Units have been occupied the restrictions on transfer of the non-Affordable Housing Units contained in clause 3 may be varied by the Owner giving written notice to the Council that with effect from the date of such notice the provisions of clause 7 following shall apply instead of the said clause 3.

7. From the date of a notice given pursuant to clause 6 the Owner may transfer the Affordable Housing Units to any Registered Provider and upon such terms as the Council acting reasonably may agree and upon the making of such a transfer the restrictions on occupation of the non-Affordable Housing Units on the Application Site shall cease.

8. If not less than six months have elapsed (or less than six months if agreed between the Owner and the Council) from the giving of a notice pursuant to clause 6 and the Owner shall have been unable to transfer any of the Affordable Housing Units pursuant to clause 7 the Owner shall then be free to make first disposal to dispose of such units to

8.1. a Registered Provider on such terms as may be agreed between the Owner and the Registered Provider; or

8.2. the Council on such terms as may be agreed between the Owner and the Council; or

8.3. any other organisation or body whose principal business is the provision of affordable housing on such terms as may be agreed between the Owner and that body; or

8.4. a person or persons approved by the Council as being on the housing register for the time being of the Council or in need of housing accommodation of the type which it is proposed to transfer to him and always provided that any transfer made pursuant to this sub-clause 8.4 is of the freehold interest or a leasehold interest if not less than 99 years and on the following terms:

8.4.1. the maximum price payable to the Owner in respect of the sale of an Affordable Housing Unit shall not exceed 75% of the Open Market Value as certified by a Surveyor drawn from a list prepared by the Council or in default of preparing or maintaining such a list who practices within a 15 mile radius of the Application Site

8.4.2. The transfer to a person specified in this sub-clause 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that

8.4.2.1. no subsequent transfer shall take place within the said period of thirty years save a disposal of the freehold or leasehold interest in the Affordable Housing Unit at a price or premium which does not exceed 75% of the Open Market Value of the said Unit at the date of disposal as certified by a Valuer or Surveyor in the manner described in 8.4.1, and

8.4.2.2. no letting of the Affordable Housing Unit shall take place within the said period except at a rental not exceeding 75% of the market rental income for a property of that

type as certified by a Valuer or Surveyor in the manner  
above described

8.4.3. The transfer to a person specified in this clause 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that the transferee and any future transferees of the Affordable Housing Unit will procure a direct covenant from each successive transferee in favour of the Council to observe and perform all of the covenants specified in this sub-clause 8.4 and all of its sub-sub-clauses and sub-sub-sub-clauses

8.4.4. The transfer to a person specified in this sub-clause 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that the transferee and any future transferees of the Affordable Housing Unit will on each transfer of the Affordable Housing Unit apply to the Chief Land Registrar for the following Restriction to be entered in the Register of the title in the property:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the applicant for registration or his conveyancer that provisions of paragraph 8.4 of the Third Schedule of the Town and Country Planning Act 1990 between LAM Developments Limited (1), HSBC Bank PLC (2) and Ashfield District Council (3) have been complied with"

8.4.5. Nothing in the Transfer shall operate to restrict delay limit or prevent the immediate occupation or disposal of any Affordable Housing Units to or by a person and those living with him where such occupation or disposal arises as a result of a Court Order or any other statutory provision or presumption or will or intestacy but subject always to the strict compliance by any transferee of the



legal estate with the provisions of this sub-clause 8.4 before any further disposal for value of the legal estate takes place

9 If not less than twelve months have elapsed (or less than twelve months if agreed between the Owner and the Council) from the giving of a notice pursuant to clause 6 the Owner may dispose of the freehold interest in any of the Affordable Housing Units to any person (whether or not that person qualifies with the requirements of sub-clause 8.4) provided that the transfer to him complies in all respects with the requirements of the said sub-clause 8.4, its sub-sub-clauses and sub-sub-sub-clauses

10 If at any stage the Owner and the Council so agree any of the Affordable Housing Units may be sold in the open market without restriction and the Owner shall be entitled to retain the proceeds of sale therefrom save that the Owner shall pay to the Council not later than fourteen days from the date of the legal completion of the relevant sale a sum equal to 40% of the agreed Open Market Value of the Unit inclusive of standard fixtures and fittings but disregarding the value of any additions made thereto or extras included by the Owner as part of the sale and always provided that

10.1 Any sums paid to the Council pursuant to clause 10 shall be held by them in an interest bearing account and shall be applied solely for the purpose of providing affordable housing be it for rental shared ownership or discounted market sale within the District of Ashfield

10.2 If any of the sums paid to the Council for the purpose of providing affordable housing have not been spent within 5 years of the date of the last such payment then those sums shall be repaid together with interest to the person who paid the sums to the Council and where there is more than one such person the sums paid by each shall be clearly identifiable whether held in the same account or not

11 The covenants within this Schedule are not intended to bind:

11.1 any person owning the freehold or leasehold of an individual Affordable Housing Unit including any mortgagee of any such person save where an Affordable Housing Unit is acquired by such person pursuant to the

provisions of paragraphs 8 and 9 above in which case the restrictions in paragraphs 8 and 9 shall apply; or

11.2 a tenant of an individual Affordable Housing Unit exercising a right to buy or right to acquire pursuant to any statutory right to acquire;

11.3 any mortgagee in possession exercising a power of sale under their mortgage or any purchaser from or successor to such mortgagee or any receiver appointed by such mortgagee in possession

APPENDIX 1

DRAFT PLANNING PERMISSION

Date:

Applicant Name: Mr L Beres  
 Beres Developments Ltd  
 and 2 Retail Units  
 on Planning Permission 2008/0663 - 27 Apartments  
 In Order to Extend the Time Limit for Implementation  
 Application to Replace Extant Planning Permission

Description of Development:

Station House  
 Outram Street  
 Sutton in Ashfield  
 Nottinghamshire

Location of Development:

Planning Reference Number: V/2012/0043

Application Details

Approval has been granted by Ashfield District Council for the development referred to below providing it is carried out in accordance with the application and plans submitted. The approval is subject to the conditions set out on the attached sheet.

Major Extension of Time

# Approval Notice

**TOWN AND COUNTRY PLANNING ACT 1990**  
 Town and Country Planning (Development Management Procedure) Order 2010  
 Town and Country Planning (Control of Advertisements) (England) Regulations 2007  
 Planning (Listed Buildings and Conservation Areas Act 1990  
 Planning (Hazardous Substances) Act 1990  
 Planning and Compensation Act 1991



V/2012/0043

## ASHFIELD DISTRICT COUNCIL

Urban Road,  
 Kirkby-in-Ashfield,  
 Nottingham,  
 East Midlands,  
 NG17 8DA

Tel: 01623 450000  
 Fax: 01623 457033  
[www.ashfield-dc.gov.uk](http://www.ashfield-dc.gov.uk)

**CONDITIONS:**

DRAFT

1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.  
2. The development hereby approved shall only be carried out in accordance with the details and specifications shown on the amended drawings 1497-003rev D, 1497-004rev C and 1497-005.

3. No development shall take place until the following matters have been submitted to and agreed in writing by the Local Planning Authority:  
(a) Full details of the proposed treatment of the site's boundaries.

(b) A phasing scheme for the implementation of the agreed boundary treatment. The boundary treatment shall be undertaken in accordance with the agreed details. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping. All planting, seeding or turfing indicated on the approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation of the building or the completion of the development, whichever is the sooner, and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

4. No trees on the site at the date of this permission shall be felled, topped, lopped, uprooted or destroyed, without the prior written consent of the Local Planning Authority. Any trees removed without such consent, or diseased, shall be replaced with trees of such size and species as may be agreed with the Local Planning Authority. Any agreed scheme shall be implemented in full. Notwithstanding the submitted details no development shall take place until details or samples of the materials and finishes to be used for the external elevations and roof of the proposal have been agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out with those materials, unless the Local Planning Authority gives written approval to any variation.

5. Prior to the commencement of any works pursuant to this permission the applicant shall submit the following to the Local Planning Authority (LPA):  
6. No building operations shall commence until details of the surface water and foul sewage disposal proposals serving the site and a programme for their implementation have been submitted to and approved by the Local Planning Authority. Any agreed scheme shall be implemented in full. Notwithstanding the submitted details no development shall take place until details or samples of the materials and finishes to be used for the external elevations and roof of the proposal have been agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out with those materials, unless the Local Planning Authority gives written approval to any variation.

7. Prior to the commencement of any works pursuant to this permission the applicant shall submit the following to the Local Planning Authority (LPA):  
8. i. a desktop study/Phase 1 report documenting the previous history of the site and its immediate environs  
ii. a site investigation/Phase II report where any previous use of the site indicates a potential contaminative use. The applicant/developer shall submit a Site Investigation/Phase II Report documenting the characteristics of the ground at the site. The Site Investigation should establish the full extent, depth and cross-section, nature and composition of the contamination. Ground gas monitoring and chemical analysis, identified as being appropriate by the Desktop Study, should be carried out in accordance with current guidance using UKAS/MCERTS accredited methods. All technical data must be submitted to the Local Planning Authority.

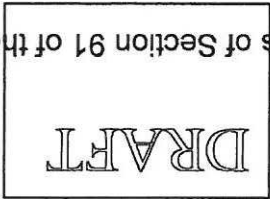
iii. A Scheme of Remedial Works where the Site Investigation has identified the presence of significant levels of harmful ground gas and/or significant levels of

chemical contamination. The scheme should include a Remediation Statement and Risk Assessment Strategy to prevent any significant risk arising when the site is being developed or subsequently occupied.

Any variation to the Remediation Scheme shall be agreed in writing with the Local Planning Authority, in advance of works being undertaken. All remediation should be carried out safely, ensuring that no significant risk(s) remain. The applicant will need to have a contingency plan should the primary remediation or subsequent construction phase reveal any additional contamination. Where additional contamination is found the applicant must submit in writing details of the contingency plan for the written approval by the Local Planning Authority.

On completion of remedial works and prior to the occupation/use of the development, the applicant must submit to the Local Planning Authority:

- iv. a Validation Report with confirmation that all remedial works have been completed and validated, in accordance with the agreed details. The Validation Report must be submitted for the written approval of the Local Planning Authority prior to the development being put to its intended use.



**REASONS:**

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.
2. To ensure that the development takes the form envisaged by the Local Planning Authority when determining the application.
3. To safeguard the amenities of residents living in the vicinity of the application site.
4. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.
5. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.
6. To ensure that there are adequate facilities for the disposal of foul and surface water.
7. To ensure the satisfactory appearance of the development.
8. To ensure that the site, when developed, is free from contamination, in the interests of safety.

**INFORMATIVES**

1. The applicant/developer is strongly advised to ensure compliance with all planning conditions, if any, attached to the decision. Failure to do so could result in LEGAL action being taken by the Ashfield District Council at an appropriate time, to ensure full compliance. If you require any guidance or clarification with regard to the terms of any planning conditions then do not hesitate to contact the Development & Building Control Section of the Authority on Mansfield (01623 450000).

2. The applicant is advised to take into consideration the following requirements of the Highway Authority:

A suitable vertical speed attenuation feature should be installed at the point where the driver exit point meets the public footway.  
An acceptable form of entry/surface treatment should be installed at the point where the public footway crosses the access/exit point, to make it easily distinguishable.

Parking should be restricted to residents only.  
The applicant should apply for and be granted a Section 177 overhang license and the relevant structural approval (plans and specifications must be submitted to the highway authority for prior approval).  
A minimum headroom clearance of 5.3m should be achieved.  
Any controlled or gated entrance must be set back at least 10m into the site from the highway boundary.  
The shared private drive should be constructed to a minimum width of 4.8m.  
Required pedestrian visibility splays of 2m x 2m

3. The Environment Agency recommends that developers should:  
(1) Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination.  
(2) Refer to the Environment Agency guidance on Requirements for Land Contamination Reports for the type of information that we require in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, e.g. human health.

(3) Refer to our website at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk) for more information.

4. Providing the ground is not contaminated surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SUDS). This approach involves using a range of techniques including soakaways, infiltration techniques, permeable pavements, grassed swales, ponds and wetlands to reduce flood risk by attenuating the rate and quantity of surface water run-off from a site. This approach can also offer other benefits in terms of promoting groundwater recharge, water quality improvement and amenity enhancements. Approved Document Part H of the Building Regulations 2000 sets out a hierarchy for surface water disposal which encourages a SUDS approach. Further information on SUDS can be found in paragraph F7 of Annex F of PPS25 Development and Flood risk and in the CIRIA C522 document Sustainable Urban Drainage Systems-design manual for England and Wales and the Interim Code of Practice for Sustainable Drainage Systems. The Interim Code of Practice provides advice on design, adoption and maintenance issues and a full overview of other technical guidance on SUDS. The Interim Code of Practice is available on both the Environment Agency's website at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk) and CIRIA's website at [www.ciria.org.uk](http://www.ciria.org.uk) Providing the ground is not contaminated surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SUDS). This approach involves using a range of techniques including soakaways, infiltration techniques, permeable pavements, grassed swales, ponds and wetlands to reduce flood risk by attenuating the rate and quantity of surface water run-off from a site. This approach can also offer other benefits in terms of promoting groundwater recharge, water quality improvement and amenity enhancements. Approved Document Part H of the Building Regulations 2000 sets out a hierarchy for surface water disposal which encourages a SUDS approach. Further information on SUDS can be found in paragraph F7 of Annex F of PPS25 Development and Flood risk and in the CIRIA C522 document Sustainable Urban Drainage Systems-design manual for England and Wales and the Interim Code of Practice for Sustainable Drainage Systems. The Interim Code of Practice provides advice on design, adoption and maintenance issues and a full overview of other technical guidance on SUDS. The Interim Code of Practice is available on both the Environment Agency's website at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk) and CIRIA's website at [www.ciria.org.uk](http://www.ciria.org.uk)

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5. During the period of construction, oil and fuel storage will be subject to the Control of Pollution (Oil Storage)(England) Regulations 2001. The Regulations apply to the storage of oil or fuel in any kind of container which is being used and stored above ground, including drums and mobile bowers, situated outside a building and with a storage capacity which exceeds 200 litres. A person with custody or control of any oil or fuel breaching the Regulations will be guilty of a criminal offence. The penalties are a maximum fine of £5000 in Magistrates Court or an unlimited fine in Crown Court. Further details of the Regulations are available from the Environment Agency.

6. The applicant is advised to contact the Council's Environmental Protection Land Officer to discuss the particular requirements of the four stage 'contamination condition' prior to arranging for any part of it to be carried out.

7. The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from coal mining. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological fissures; mine gas and previous surface mining sites. Although such hazards are often not readily visible, they can often be present and problems can occur as a result of development taking place, or can occur at some time in the future. It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required, be submitted alongside any subsequent application for Building Regulations approval. Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain Coal Authority permission for such activities is trespass, with the potential for court action.

8. Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at [www.groundstability.com](http://www.groundstability.com). The applicant is advised that unless the S106 is agreed, executed and signed within three months from the date of this report, the proposal will be reconsidered.

This informative is only intended as a Summary of the reasons for grant of planning permission. For further detail on the decision please see the application report by contacting the Development Advice and Control Section at the address below.

### REASONS FOR APPROVAL

The decision to grant permission has been taken having regard to the policies and proposals in the Ashfield Local Plan Review (2002) set out below and all relevant material considerations, including Supplementary Planning Guidance:

- ST1 - Development
- ST2 - Main Urban Areas
- SH1 - District Shopping Centres (adjoins boundary)



HG4 - Affordable Housing  
HG6 - Public Open Space in New Residential Developments  
HG8 - Residential Care Facilities, Houses in Multiple Occupation, Bedsits, Flats and Hostels

DRAFT

National Planning Policy Framework  
Part 2- Ensuring the vitality of town centres  
Part 4- Promoting sustainable transport  
Part 6- Delivering a wide choice of high quality homes  
Part 7- Good Design

Trevor Watson  
SERVICE DIRECTOR - ECONOMY

Telephone: 0117 372 6372  
Email: [enquiries.pins@gtnet.gov.uk](mailto:enquiries.pins@gtnet.gov.uk)  
Website: [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)

\*Planning Inspectorate  
Temple Quay House  
2 The Square  
Temple Quay  
Bristol  
BS1 6PN

In respect of householder applications you have 12 weeks from the date of decision to lodge an appeal.  
You have 6 months from the date of the decision to appeal.

- Applications for the determination of prior approval of details.
- Conservation area consent and
- Listed building consent
- Discharge of condition
- Removal or variation of a condition
- Details pursuant to an outline planning permission
- Planning Permission

You can appeal against this decision within the time given below. Appeals should be made to the \*Planning Inspectorate in all cases. In respect of applications for:

### Appeals to the Planning Inspectorate

Details of how to appeal against the conditions on this decision are given on the attached sheet.

It is your responsibility to make sure that where necessary approval under Building Regulations has been obtained before you start work. The approved plans for both Building Regulations and Planning Permission must be for the same development. You must make sure that any changes made to meet Building Regulations are sent to the Planning Department as well. In some cases you may need further planning approval. Where residential layouts are involved, a favourable planning decision does not necessarily imply that the infrastructure will be suitable for an adoption agreement under the Highways Act 1980.

### IMPORTANT NOTES



Tel: 01623 450000  
Fax: 01623 457033  
[www.ashfield-dc.gov.uk](http://www.ashfield-dc.gov.uk)

Urban Road,  
Kirkby-in-Ashfield,  
Nottingham,  
East Midlands.  
NG17 8DA

## ASHFIELD DISTRICT COUNCIL

**Confirmation of Compliance with Planning Conditions**

A fee is now payable for the confirmation of compliance with planning conditions at the following rates:

Householder applications	£25.00 per request
Other applications	£85.00 per request

The fee is payable for each separate occasion on which application is made to confirm compliance for any conditions.

The authority has a period of up to 12 weeks to consider such information. Planning your building programme to allow a reasonable time for this confirmation to be issued – particularly the choice of materials is therefore advised.

Forms for applications for approval of details reserved by condition are available from the Planning Portal [www.planningportal.gov.uk](http://www.planningportal.gov.uk) the Council officers or on the Council's website [www.ashtfield-dc.gov.uk/planning](http://www.ashtfield-dc.gov.uk/planning).

**Compliance with plans and conditions.**

We expect strict compliance with all conditions. Failure to do so may result in issuing a Breach of Condition Notice and prosecution.

You are reminded that the development must be carried out strictly in accordance with the details shown on the approved drawings. Failure to do so may result in enforcement proceedings.

If you need to vary any details from those submitted with your application, we would be pleased to advise you whether or not a further planning application is required. Please send copies of any amended plans to both the Development Advice and Building Control Section.

For any further correspondence regarding this application contact the Development Advice and Control section quoting the reference number on the decision notice.

**Contact Details**

Development Advice & Control  
Ashfield District Council  
Urban Road,  
Kirkby-in-Ashfield,  
Nottingham,  
East Midlands.  
NG17 8DA

Telephone: 01623 457388  
Email: [planning.admin@ashtfield-dc.gov.uk](mailto:planning.admin@ashtfield-dc.gov.uk)  
Website: [www.ashtfield-dc.gov.uk/planning](http://www.ashtfield-dc.gov.uk/planning)

Details submitted \_\_\_\_\_  
 Application Number V/2012/0043 \_\_\_\_\_  
 Date Submitted \_\_\_\_\_

This portion to be filled in and retained by the Customer

CONFIRMATION OF DETAILS SUBMITTED

Other applications £85.00 per request D05112/J202  
 Receipt Number \_\_\_\_\_

Householder applications £25.00 per request D05112/J202  
 Receipt Number \_\_\_\_\_

Tile Sample (Name) \_\_\_\_\_  
 Brick Sample (Name) \_\_\_\_\_  
 Plan/Report - Type \_\_\_\_\_  
 Site Address Outram Street Sutton In Ashfield Nottinghamshire  
 Condition Number \_\_\_\_\_  
 Application Reference Number V/2012/0043 \_\_\_\_\_  
 Contact Number \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Date Submitted \_\_\_\_\_

One sheet for each item

This portion to be filled in and retained with sample / plan

CONDITION DISCHARGE





Notes for applicants who intend to carry out works that affect new or existing Highway and Public Open space:

It is strongly recommended that the applicant contact the Council at an early stage to clarify the codes etc. with which compliance will be required in the particular circumstance, and it is essential that design calculations and detailed construction drawings for the proposed works are submitted to and approved by the County Council (or District Council) in writing before any work commences on site.

Correspondence with the Council should be addressed to:-

**Principal Highways Development Officer**  
**Highways Services**  
**Ashfield District Council**  
**Northern Depot**  
**Station Road**  
**Sutton-in-Ashfield**  
**Notts**  
**NG17 5HB**  
**Telephone contact 01623-457634**  
**p.m.evans@ashfield-dc.gov.uk**

**Section 38 Agreement (Highways Act 1980)**

The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Council, the new roads and any highway drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for road works.

[www.leics.gov.uk/htd](http://www.leics.gov.uk/htd)

**Advanced Payments Code (Highways Act 1980)**

The Advanced Payments Code in the Highways Act 1980 applies and under section 219 of the Act payment will be required from the owner of the land fronting a private street on which a new building is to be erected. The code applies both to roads/streets that are to remain private and those that are to be adopted. The developer should contact the Council with regard to compliance with the Code, or alternatively to the issue of a Section 38 Agreement and bond under the Highways Act 1980. A Section 38 Agreement can take some time to complete. Therefore, it is recommended that the applicant contact the Council as early as possible to discuss this.

**Diversions, 'stopping up' of public rights of way or highway (Section 247 & 257 of the Town & Country Planning Act 1990)**

The proposed development may affect a public right of way. Following a grant of planning permission, the local planning authority may make an order to stop up or divert a footpath or bridleway if they are satisfied that it is necessary to enable development to be carried out in accordance with Planning Permission.

The granting of planning permission does not mean that public rights of way will automatically be diverted or stopped up. A separate application must be made to stop up

or divert a footpath or bridleway following the granting of planning permission. The applicant will need to contact **Legal Services 01623-457323** to ascertain the legal steps required to be undertaken.

Any preliminary obstruction of or interference with the public rights of way concerned is not only an offence but may make it impossible for the local planning authority to proceed with the making of the Order.

### **Green Space & Sustainable Urban Drainage Systems (SUDS) schemes**

It is important that the applicant contact the Council at an early stage when looking to introduce any Green Space areas and features or SUDS proposals into any future development sites, to agree long term maintenance issues and help eliminate future land ownership problems and concerns including boundaries, perimeters and public access points.

Correspondence with the Council for Green Space and SUDS enquiries should be addressed to:-

**For public open/green space land transfer-**

**Estates Manager  
Telephone contact 01623-457277**

**And for future maintenance-**

**Environmental Services Manager  
Telephone contact 01623-457873**

**Notes for applicants who intend to carry out work to which the Building Regulations apply:**

Now that your Planning permission has been granted, you will also need to consider applying for Building Regulation approval. The process should be straight-forward and is in simple terms a technical exercise to ensure that your project will comply with current national building standards. These are minimum standards that aim to ensure your health and safety (and other members of your household) is not compromised.

Ashfield District Council's Land & Property Division provides a customer focussed Building Control Service, delivered by a team of staff who have excellent local knowledge of the area and who are more than willing to help and guide you through the construction process. If you wish to discuss our service further, please contact the **Building Control Section on 01623 457387**.

**Application forms** together with useful information can be found on our web site: [www.ashfield-dc.gov.uk/buildingcontrol](http://www.ashfield-dc.gov.uk/buildingcontrol).

Or you can make an **e-mail enquiry** by contacting [bcadmin@ashfield-dc.gov.uk](mailto:bcadmin@ashfield-dc.gov.uk) or telephone 01623 457387

### **What Building Control will do for you**

- ✓ Our qualified team of building control officers will assess applications submitted for compliance with the Building Regulations and provide a constructive response to you or your agent.
- ✓ In order to help ensure that your building work meets the minimum safety standards our Surveyors will carry out all necessary site inspections. There is no imposed limit on the number of inspections we carry out and we will provide you and your contractor with on-site advice throughout the duration of the project.
- ✓ We offer a same day inspection service (for all inspections booked before 10.00am) and will tailor our inspections to suit your requirements. Both early and late inspections can be accommodated by agreement with the officer dealing with your application.
- ✓ As a Local Authority Building Control Service – you can be assured of an impartial and independent service. Building Control aim to be a self-financing service, not driven by profit and therefore our primary concern is that your project meets current construction standards and that your health and safety (and other members of your household) is given the highest priority.

[www.ashfield-dc.gov.uk/buildingcontrol](http://www.ashfield-dc.gov.uk/buildingcontrol)

# ASHFIELD DISTRICT COUNCIL

Urban Road,  
Kirby-in-Ashfield,  
Nottingham,  
East Midlands,  
NG17 8DA

Tel: 01623 450000  
Fax: 01623 457033

[www.ashfield-dc.gov.uk](http://www.ashfield-dc.gov.uk)

# Ashfield



V/2012/0043

Mr M Burrow  
Savills  
Innovation Court 121 Edmund Street  
Birmingham  
West Midlands  
B3 2HJ

**Contact:** Alan Redmond

**Direct Line:** 01623 457262

**Email:** [a.redmond@ashfield-dc.gov.uk](mailto:a.redmond@ashfield-dc.gov.uk)

**Your Ref:** -  
**Our Ref:** V/2012/0043

**Date:** 16/04/2012

Dear Sir/Madam

## PLANNING DECISION OF THE LOCAL PLANNING AUTHORITY Major Extension of Time

**APP NO:** V/2012/0043  
**SITE:** Station House Outram Street Sutton In Ashfield Nottinghamshire  
**PROPOSAL:** Application to Replace Extant Planning Permission In Order to  
Extend the Time Limit for Implementation on Planning Permission  
2008/0663 - 28 Apartments and 2 Retail Units

I refer to your planning application for the above and I enclose a copy of the Decision Notice together with the relevant notes. Should you wish to discuss any aspect of the Decision then do not hesitate to contact the case officer, Alan Redmond

The applicant/developer is strongly advised to ensure compliance with all planning conditions if any, attached to the decision notice. Failure to do so could result in LEGAL action being taken by the Council to ensure full compliance. This planning permission does not constitute an approval under the Building Regulations and the applicant/developer is advised to acquire any necessary permission under such before commencing work.

I trust that you have been satisfied with the service provided by my Development and Building Control Section. If this has fallen short of your expectations then please contact me at your earliest convenience, as I am eager to improve the service wherever possible.

Trevor Watson

SERVICE DIRECTOR - ECONOMY



**EXECUTED AS A DEED by the said  
LAM DEVELOPMENTS LIMITED  
acting by two Directors or a  
Director and its Secretary**



**IN WITNESS WHEREOF** this document which is intended to take effect as a deed  
has been duly executed by a duly authorised Official of the Bank as Attorney of the  
Bank the day and year first above written.



**EXECUTED AS A DEED by  
ASHFIELD DISTRICT COUNCIL  
having affixed its COMMON SEAL  
to this deed in the presence of**

