

5106/437

ASHFIELD DISTRICT COUNCIL
MEMORANDUM

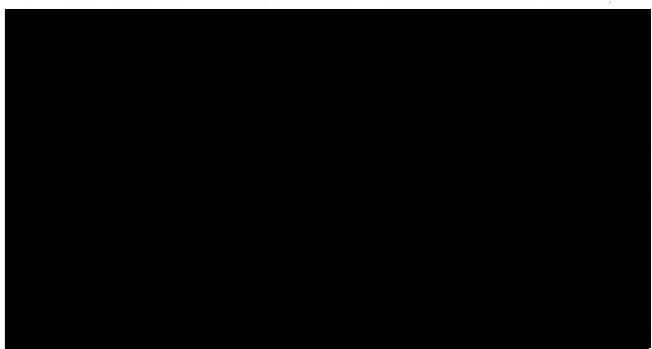
TO: LOCAL LAND CHARGES
FROM: LEGAL DEPARTMENT
SUBJECT: Supplemental Deed of Undertaking re land Off Lindleys Lane Kirkby in Ashfield
DATED: 11 SEPTEMBER 2013 REFV/2013/0378

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

1 ASHFIELD DISTRICT COUNCIL AND
2 Persimmon Homes Limited

AS A LOCAL LAND CHARGE.

I enclose a copy of the deed for your attention.



RECEIVED ON
11 OCT 2013
LAND CHARGES

Web site www.hi-shakespeares.co.uk

Facsimile 0116 254 4559

Telephone 0116 254 5454

LE1 6TX

LEICESTER

20 NEW WALK

Harvey Ingram Shakespeares

under Section 106 of the Town and Country Planning Act 1990
relating to the development of land off Lindleys Lane, Kirby in Ashfield

SUPPLEMENTAL DEED OF UNDERTAKING

(1) PERSIMMON HOMES LIMITED
and
(2) ASHFIELD DISTRICT COUNCIL

Date 11th September 2013

THIS DEED OF UNDERTAKING is given this 11th day of September 2013

BY (1) PERSIMMON HOMES LIMITED of Persimmon House Fulford York YO10 4FE ("the Owner")

(2) ASHFIELD DISTRICT COUNCIL of the Urban Road Kirkby in Ashfield NG19 8DA ("the Council")

WHEREAS :

1 The Owner is the freehold owner of the Site (free of any charges) being land situated off Lindleys Lane, Kirkby in Ashfield which is registered at the Land Registry under Title Number NT 476439 and shown edged red on the Plan appended hereto to which Site was the subject of a section 106 Agreement referred to in paragraph 3 below.

2 The Council is the Local Planning Authority and enforcing authority for the purposes of Section 106 of the Act for the area in which the Site is situated

3 This Deed is supplemental to a Section 106 Agreement dated 20th September 2011 made between the Council and Morris Homes (East Midlands) Limited (the then owner of the Site) and The Royal Bank of Scotland PLC ("the Original Deed") by which Original Deed the Site was made subject to and bound by covenants contained within the Original Deed and covenants contained within previous section 106 obligations which are referred to in the Original Deed which related to the Site

4 The Owner has submitted a planning application under reference V/2013/0378 for planning permission ("the Planning Permission") for the development of the Site in a manner different to that which has previously been approved

5 The Council is prepared to grant the Planning Permission subject to the Owner entering into this Deed without which the Council would not grant the said Planning Permission

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Interpretation

In this Deed unless the context otherwise requires the terms and expressions contained herein shall have the same meaning as that ascribed to them in the Original Deed



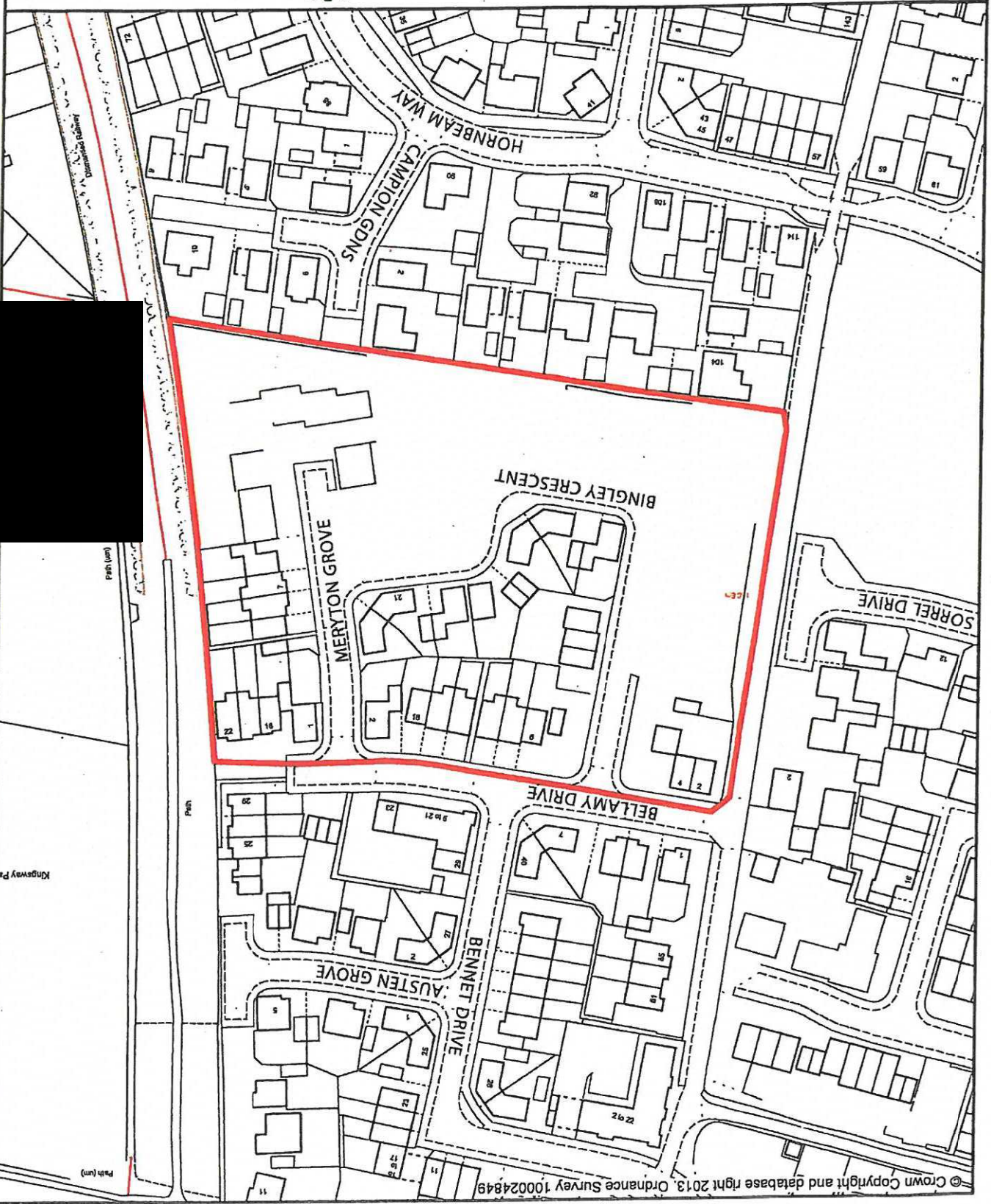
Date: 05 Sep 2013

Scale: 1 to 1250

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Section 106 Plan
Land off Lindleys Lane, Kirkby In Ashfield
V/2013/0378

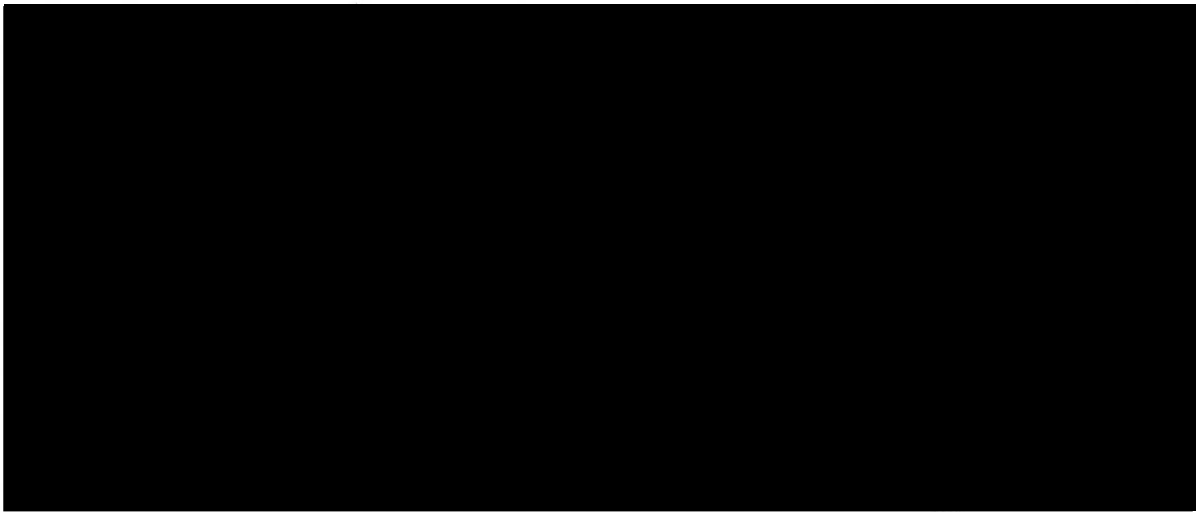


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Kingway Pa

Path (un)

Path (un)



EXECUTED as a DEED by PERSIMMON HOMES LIMITED by two directors acting as attorneys

IN WITNESS whereof this Deed has been duly executed as a Deed the day and year first above written

The Owner COVENANTS with the Council that it will fully perform and observe the covenants set out in the Original Deed and the covenants in the section 106 obligations referred to in the Original Deed so far as they relate to the Site and which remain binding upon them by the development of the Site in accordance with the Planning Permission

3 Owner's Covenants

- 2.1 This Deed is made pursuant to sections 106 of the Act and contains planning obligations for the purposes of section 106 of the Act and in the event of a breach of a covenant is enforceable by the Council
- 2.2 The covenants and obligations given by the Owner herein shall bind the Owner's interest in the Site and any successor in title thereto save that the Owner shall not be liable for the breach of any covenant or obligation after it has parted with its interest in the Site save and unless such breach occurred prior to the disposal of such interest
- 2.3 The covenants and conditions contained in the Original Deed together with the covenants in the section 106 obligations referred to in the Original Deed so far as the same relate to the Site shall remain in full force and effect

2 Legal Effect