

Better copy

From: G.Bradley  
Sent: 07 August 2014 15:15  
To: J.Lester  
Subject: Brick and Tile 2014\_0035  
Attachments: Brick and Tile 2014\_0035.pdf

J.Lester

5106/453

# FREETHS

- (1) A & D J PROPERTIES LIMITED
- (2) ASHFIELD DISTRICT COUNCIL

S106 AGREEMENT

Relating To

LAND AT THE BRICK AND TILE INN, PALMERSTON  
STREET, UNDERWOOD

Ref: 1526/PVW/2073560/1

Direct Tel: +44 (0)845 050 3682

Email: polly.wisner@freeths.co.uk

DX 10039 Nottingham 1

United Kingdom

Nottingham NG1 6HH

80 Mount Street

Cumberland Court

DATE 4<sup>th</sup> July 2014

**PARTIES**

(1) **A & D J PROPERTIES LIMITED** (Company Regn No 08503314) of 23 De Morgan Close, Underwood, Nottingham, NG16 5EU ("the Owner")

(2) **ASHFIELD DISTRICT COUNCIL** of Council Offices, Urban Road, Kirby in Ashfield, Nottinghamshire, NG17 8DA ("the Council")

**INTRODUCTION**

1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

2 The Owner is the freehold owner of the Site and is registered as such at the Land Registry under title numbers NT360471 and NT331589

3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

4 The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1 DEFINITIONS**

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

"Act" the Town and Country Planning Act 1990.

"Application" the application for full planning permission submitted to the Council on 24 January 2014 for the Development and allocated reference number V/2014/0035.

"Commencement of Development" the date on which any material operation (as defined in Section 56(4) of the Act) forming

part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

the Development of the Site by the erection of 15 no. attached bungalows and associated development as set out in the Application.

any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

means the All Items Retail Prices Index published by the Office for National Statistics contained in the monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor or in the case of the Education Contribution the BIS Tender Price Index of Public Sector Building, or such other index as may from time to time be published in substitution therefor

means such increase or decrease to sums payable to the Council under this Agreement on an annual basis or pro rata per diem from the date of grant of the Planning Permission until such time that payment of any sums in this Agreement is made such index linking to be

"Development"

"Dwelling/Dwellings"

"Index"

"Index Linked"

equivalent to any inflationary increase or decrease on such sums in proportion to the increase or decrease taking as the measure of inflation the Index last published before the date of the Agreement or any publication substituted for it

means the interest rate referred to in Clause 7.13

"Interest"

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

means £500.00 Index Linked per Dwelling constructed in accordance with the Planning Permission as a contribution to the offsite open space in the vicinity of the Development as set out in the Paragraph 3 of the Third Schedule

the plan attached to this Deed marked Plan

"Plan"

the full planning permission subject to conditions to be granted by the Council pursuant to the Application a draft of which is annexed at the First Schedule.

means THE LIBOR RATE for the time being in force

the land against which this Deed may be enforced as shown edged red on the Plan

"Site"

means a person who is aged over 55 years or above

"Qualifying Person"

means 55 years or above

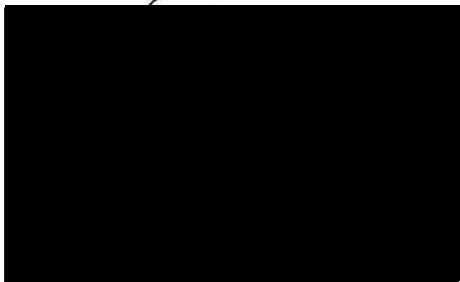
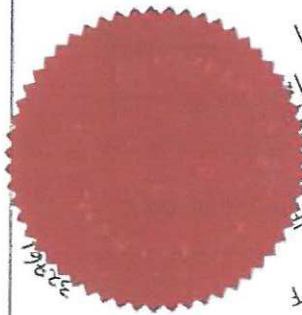
"Qualifying Age"

**MATTHEW MONTAGUE ARCHITECTS**

MVA Design Ltd  
 The Cheese Factory  
 Longford Lane, Longford  
 Antrim, Co. Antrim  
 DEB 2DT  
 Tel: 01306 30610 Fax: 01306 562510  
 info@mva-design.com www.matthewmontague.co.uk



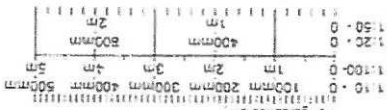
REDUCE SITE BOUNDARY 0.20M HA  
 MATCH AREA / NET DEVELOPABLE AREA 0.2540 HA



N

REV	DESCRIPTION	DATE	BY	CHK
XX-XX-XXXX				

**DESIGN DRAWING (D)**



PLEASE INFORM THE ARCHITECT IF YOU HAVE ANY QUESTIONS  
 REGARDING ANY NOTES OR DIMENSIONS ON THIS DRAWING.  
 READ ANY NOTES ON THIS DRAWING.  
 THIS DRAWING IS THE PROPERTY OF MVA DESIGN LTD.  
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"PLAN"

<b>2</b>	<b>CONSTRUCTION OF THIS DEED</b>
2.1	Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
2.2	Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
2.3	Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
2.4	Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
2.5	Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
2.6	References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
2.7	The headings and contents list are for reference only and shall not affect construction.
<b>3</b>	<b>LEGAL BASIS</b>
3.1	This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011
3.2	The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by Head of Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered or office (as appropriate) of the relevant party.

7.4

This Deed shall be registrable as a local land charge by the Council.

7.3

Third Parties) Act 1999

No provisions of this Deed shall be enforceable under the Contracts (Rights of preparation and execution of this Deed.

7.2

The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council amounting to £495.00 incurred in the negotiation,

7.1

**MISCELLANEOUS**

7

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

6.1

**THE COUNCIL'S COVENANTS**

6

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

5.1

**THE OWNER'S COVENANTS**

5

save for the provisions of Clauses 7.1, 10 and 11 which shall come into effect immediately upon completion of this Deed.

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

This Deed is conditional upon:

**CONDITIONALITY**

4



- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 None of the provisions of this Deed other than those in Part Two of the Second Schedule shall be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or against those deriving title from them or any mortgagee or chargee nor against those deriving title from such mortgagees or chargees
- 7.10 This Deed shall not be enforceable against any mortgagee or chargee of any of the Dwellings nor against those deriving title from such mortgagees or charges other than referred to in Part Two of the Second Schedule hereto.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.13 If the Owner fails to make any payment due to any party under this deed by the date for payment then without limiting such other party's other remedies the

Owner shall pay interest on the overdue amount at the rate of 8% per annum. Such interest rate shall accrue on a daily basis from the due date to the date of actual payment of the overdue amount or after judgement. The Owner shall pay interest together with the overdue amount. For the avoidance of doubt the due dates are set out in the Second Schedule of this deed

**8 WAIVER**

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

**9 DISPUTE PROVISIONS**

9.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and falling such determination shall be borne by the parties in equal shares.

9.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 9.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and falling such determination shall be borne by the parties in equal shares.

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

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

**11 DELIVERY**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

**10 JURISDICTION**

The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

9.4

9.3

**FIRST SCHEDULE**  
**Draft Planning Permission**

Date:

INSERT

Applicant Name:

Mr & Mrs Justice

Description of Development:

Erection of 15 no. attached bungalows

Location of Development:

Former Brick and Tile Public House  
Palmerston Street  
Underwood  
Notts  
NG16 5GL

Planning Reference Number:

V/2014/0035

**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 Full Application

# 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  
Town and Country Planning (Tree Preservation) (England) Regulations 2012  
Town and Country Planning (Listed Buildings and Conservation Areas Act 1990  
Planning (Hazardous Substances) Act 1990  
Planning and Compensation Act 1991

**ASHFIELD DISTRICT COUNCIL**  
 Urban Road,  
 Kirkby-in-Ashfield,  
 Nottingham,  
 NG17 8DA  
 Tel: 01623 450000  
 Fax: 01623 457033  
 www.ashfield-dc.gov.uk/planning



**Ashfield**

- CONDITIONS:**
1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.
  2. No development shall take place until 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.
  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. The development hereby permitted shall not commence until drainage plans for the disposal of surface water and foul sewage have been submitted to and approved by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details before the development is first brought into use.
  4. 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.
  5. This permission shall be read in accordance with the following plans:
    - Site Location Plan (drg no 885P01) received 24/01/14
    - Block Plan (drg no 885P04) received 24/01/14
    - Housing Block A Elevations and Floor Plans (drg no p06) received 24/01/14
    - Housing Block B Elevations and Floor Plans (drg no D07) received 24/01/14
    - Housing Block C Elevations and Floor Plans (drg no D08 Rev A) received 14/04/14
 The development shall thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.
  6. Prior to the commencement of development (including any works of demolition), a Construction/Demolition Environmental Management Plan shall be submitted to and approved in writing by the Planning Authority to comprise of:
    - Roles and Responsibilities
    - Communication - external and internal
    - Works programme
    - Equipment and Plant
    - Working Hours (including deliveries)
    - Details of any works envisaged outside normal working hours
    - Details of noise control
    - Details of dust control
    - Details on the design and control of construction/security lighting
    - Details of waste disposal arrangements and procedures
    - Monitoring and reporting - receptors, frequency, reporting
    - Complaints Procedures
 The agreed management shall then be implemented and adhered to throughout the construction process unless otherwise agreed in writing by the Local Planning Authority.
  - 7.

8. Prior to the commencement of any works pursuant to this permission the applicant shall submit the following to the Local Planning Authority (LPA):

i. a desktop study/Phase I 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 contamination 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.

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 the satisfactory appearance of the development

3. To safeguard the amenities of residents living in the vicinity of the application site. To ensure that the development provides a satisfactory means of drainage, in order to reduce the risk of creating, or exacerbating a flooding problem, and to minimise the risk of pollution.

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 the development takes the form envisaged by the Local Planning Authority when determining the application.

7. To safeguard the amenities of residents living in the vicinity of the application site. 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

Trevor Watson  
SERVICE DIRECTOR – ECONOMY

**PROACTIVE WORKING**  
The processing of this application has been undertaken in accordance with the requirements of the National Planning Policy Framework (Core Planning Principles).

**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) and all relevant material considerations, including Supplementary Planning Guidance:

For further detail on the decision please see the application report by contacting the Development Section on 01623 457388.

2. 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. The applicant/developer is advised that the availability of the existing right of way through the site should not be obstructed during the construction process/development unless subject to appropriate closure or diversion orders. For further information please contact Nottinghamshire County Council's Rights of Way team on 0115 977 4559.
  4. The applicant is made aware that this permission is read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act 1990, which restricts future occupiers to the over 55's only.
  5. Landowners, individual property owners and users are responsible for managing the drainage of their own land. The applicant must satisfy themselves that drainage is managed in such a way as to prevent adverse impacts of neighbouring land. The Council take no responsibility for incorrect information or interpretations made by the applicant or their representatives. The responsibility for the checking of the design, calculations and details remain with the developer, or agent acting on their behalf.
- Development & Building Control Section of the Authority on Mansfield (01623 450000).  
regard to the terms of any planning conditions then do not hesitate to contact the



Telephone: 0117 372 6372  
 Email: [enquiries.pins@glinet.gov.uk](mailto:enquiries.pins@glinet.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.

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

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.

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.

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.

#### IMPORTANT NOTES

**ASHFIELD DISTRICT COUNCIL**  
 Urban Road,  
 Kirkby-in-Ashfield,  
 Nottingham,  
 NG17 8DA  
 Tel: 01623 450000  
 Fax: 01623 457033  
 www.ashfield-dc.gov.uk/planning



### 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 £28.00 per request  
Other applications £97.00 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.ashfield-dc.gov.uk/planning](http://www.ashfield-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,  
NG17 8DA

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



**CONDITION DISCHARGE**

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

One sheet for each item

Date Submitted

Contact Name

Contact Number

Application Reference Number

Condition Number

Site Address

Plan/Report - Type

Brick Sample (Name)

Tile Sample (Name)

Householder applications £28.00 per request  
Receipt Number

Other applications £97.00 per request  
Receipt Number

**CONFIRMATION OF DETAILS SUBMITTED**

This portion to be filled in and retained by the Customer

Date Submitted

Application Number

Details submitted

**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:-

**Nottinghamshire County Council  
Highways Management (North)  
Fountain Court  
Bevercotes House  
Sherwood Energy Village  
Ollerton  
Nottinghamshire  
NG22 9FF**

**Telephone contact - 01623-520021**

**Email contact - [hdcc.north@nottscc.gov.uk](mailto:hdcc.north@nottscc.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/httd](http://www.leics.gov.uk/httd)

**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

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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-**

**Service Lead – Waste & Environment**  
**Telephone contact 01623-457873**

Notes for applicants who intend to carry out work which will include the demolition of a building of more than 50 cubic metres:

You will be required to serve a notice on the Authority under Section 80 of the Building Act 1984. The notice should be accompanied by a location plan. Upon receipt of the notice we will consult with the necessary bodies and, where appropriate, a consent to demolish will be issued (under Section 81 of the Act) together with conditions, which must be complied with when demolition is carried out. An application form for demolitions can be obtained on our website under Building Control [www.ashtfield-dc.gov.uk/buildingcontrol](http://www.ashtfield-dc.gov.uk/buildingcontrol).

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.

Ashtfield 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.ashtfield-dc.gov.uk/buildingcontrol](http://www.ashtfield-dc.gov.uk/buildingcontrol).

Or you can make an e-mail enquiry by contacting [bcadmin@ashtfield-dc.gov.uk](mailto:bcadmin@ashtfield-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.

V/2014/0035



**ASHFIELD DISTRICT COUNCIL**

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

Tel: 01623 450000  
Fax: 01623 457033

www.ashfield-dc.gov.uk/planning

Mr Daniel Evans  
MMA Design Ltd  
Cheese Factory Longford Lane  
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Derbyshire  
De6 3dt

**Contact:** Mark Penford  
**Direct Line:** 01623 457405  
**Email:** m.penford@ashfield-dc.gov.uk  
**Your Ref:**  
**Our Ref:** V/2014/0035  
**Date:** 20/06/2014

Dear Sir/Madam

**PLANNING DECISION OF THE LOCAL PLANNING AUTHORITY**  
Major Full Application

**APP NO:** V/2014/0035  
**SITE:** Former Brick And Tile Public House Palmerston Street Underwood Notts  
**PROPOSAL:** Erection of 15 no. attached bungalows

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, Mark Penford

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 conditions 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.

Yours faithfully

Trevor Watson  
SERVICE DIRECTOR - ECONOMY

SECOND SCHEDULE

The Owner's Covenants with the Council

Part One

1. For the purposes of monitoring compliance with this Agreement the Owner shall:
  - 1.1 give the Council notice in writing within 14 days of the Commencement of the Development; and
  - 1.2 notify the Council in writing of the total number of the Dwellings comprised in the Development that have been occupied and are ready for occupation on or before the end of each and every month during the period commencing on the day on which the first Dwelling on the Site is occupied and ready for occupation and ending at the end of the month during which the last of the Dwellings on the Site shall be occupied

Part Two Occupancy Restriction

- 2.1 The Dwellings to be built as part of the Development may not be occupied or disposed of save in accordance with the following terms of this Schedule.
  - 2.2 The Owner shall not occupy or permit the occupation of the Dwellings otherwise than by Qualifying Person who has attained the Qualifying Age provided that this restriction shall not prevent:
    - (i) a married couple one of whom is under the Qualifying Age occupying any of the Dwellings if his or her spouse is a Qualifying person when they both first occupy the Dwelling
    - (ii) the continued occupation of any of the Dwellings by the survivor where immediately prior to the death of that person's spouse the said Dwelling was occupied in accordance with (i) above
    - (iii) A person who is not a Qualifying Person but who is a member of the family of the occupier (being a Qualifying Person) of any of the Dwellings and who resides with the occupier (being a Qualified Person) and the continued occupation of that Dwelling by that member of the occupiers family upon the death of the occupier provided that such person resided with the occupier at the time of death for a period of six months immediately before the occupiers death



(iv) for the purpose of (iii) above the person is a member of another's family if he or she is the child stepchild brother or sister of that other person or if they live together as husband and wife

**Part Three Open Space Contribution**

3 The Owner shall:

3.1 not commence Development of the Site until the Open Space Contribution has been paid to the Council.

**THIRD SCHEDULE**

**Council's Covenants**

1. The Council covenants with the Owner to issue the Planning Permission forthwith upon completion of this Deed
2. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 3 To use the Open Space Contribution for the improvements to Church Lane Recreation Ground Underwood

- 4 To provide to the Owner on request evidence as to how much of and how the Open Space Contribution has been spent expended or allocated
- 5 To refund the Owner (or otherwise the real or corporate person who has paid the Open Space Contribution to the Council) such part of the Open Space Contribution as has not been allocated committed or expended in accordance with paragraph 3 above within 5 years from the date of receipt by the Council of such contribution together with Repayment Interest for the period from the date of payment to the date of refund

3.4 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations on the part of the Owner contained in this Agreement subject to such obligations having been duly discharged and shall remove this Agreement from the Local Land Charges Register.

