

DATED 17th July 2015

GENERAL GROVE LIMITED (1)

and

ASHFIELD DISTRICT COUNCIL (2)

PLANNING AGREEMENT

Section 106 of the Town and Country Planning Act 1990
relating to proposed residential development
on land at Watnall Road and Daniels Way, Hucknall



**MARRONS
SHAKESPEARES**

1 Meridian South
Meridian Business Park
Leicester
LE19 1WY

T: 0116 289 2200

F: 0116 289 3733

W: www.shakespeares.co.uk

DX: 710910 Leicester Meridian

File Ref: LBH 903215.8

THIS AGREEMENT is made as a Deed the day of
Two Thousand and Fifteen

BETWEEN:

- 1. GENERAL GROVE LIMITED** (Company Registration Number 3219669) whose registered office is situate at Elfed House, Oak Tree Court, Mulberry Drive, Cardiff Gate Business Park, Cardiff CF23 8RS ("the Owner"); and
- 2. ASHFIELD DISTRICT COUNCIL** of Urban Road, Kirkby in Ashfield, Nottingham NG17 8DA ("the District Council")

RECITALS:

- A. By means of the Planning Application planning permission is sought by the Owner from the District Council to carry out the Development
- B. The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated
- C. The District Council is a Principal Council within the meaning of the Local Government Act 1972
- D. The Owner is the freehold owner of the Land registered at HM Land Registry with title absolute under title number NT106325
- E. The District Council has resolved to grant the Planning Permission for the Development subject to certain conditions and the completion of this Agreement
- F. The Owner has agreed to enter into this Agreement with the intent that its interest in the Land shall be subject to the covenants and obligations contained herein and with the intention that those covenants and obligations should create planning obligations pursuant to Section 106 of the Act

G. The District Council is satisfied that the provisions of this Agreement and the planning obligations contained herein comply with their respective policies in relation to Section 106 of the Act and are sufficient in respect thereof

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

“Act” the Town & Country Planning Act 1990 as amended

“Affordable Dwellings” means 18.5% of the total number of Dwellings to be constructed as Affordable Housing as part of the Development comprising:

75% Social Rented Dwellings; and

25% Intermediate Affordable Dwellings

“Affordable Housing”

has the meaning given to it in Annex 2 of the National Planning Policy Framework published by the Department for Communities and Local Government or any policy framework which may replace it and is to be built to the standards specified by the Homes and Communities Agency in its Housing Quality Indicators or any such replacement at the time of its construction

“Affordable Housing Provider (“AHP)”

means a registered provider of social housing (as defined in Section 80 of the Housing and Regeneration Act 2008) and approved by the District Council

“Affordable Housing Scheme”

means the scheme for the provision of the Affordable Dwellings as part of the Development to be submitted in accordance with clause 3.1.1 and containing details of the location, house types, size and tenure of the Affordable Dwellings and details of the AHP if known

“Commencement of Development”

means the earliest date on which any of the material operations (as defined by Section 56(4)

of the Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development

- i. trial holes or other operations to establish the ground conditions of the Land, site survey work, or works of remediation
- ii. archaeological investigations on the Land
- iii. any works of demolition or site clearance
- iv. any structural planting or landscaping works
- v. ecological or nature conservation works associated with the Development
- vi. construction of site compounds boundary fencing or hoardings
- vii. construction of access or highway works or provision of services (including drainage and media)
- viii. any other preparatory works agreed in writing with the District Council

and "Commence" and "Commencement Date" shall be interpreted accordingly

"Development"

means the development described in the Planning Application and to be carried out pursuant to the Planning Permission

"Dwelling/s"

means a dwelling built pursuant to the Planning Permission

"Index Linked"

means the application to the sum concerned of the indexation set out in the Schedule hereto

"Intermediate Affordable Dwelling(s)"

means housing for sale and rent provided at a price above social rent but above open market value and may include Shared Ownership Dwellings and other low cost homes for sale and intermediate rent

"Land"

means the land shown edged red on the Plan

being land within title number NT106325

“Library Contribution”

means the sum of Two Thousand Two Hundred and Ninety Eight Pounds (£2,298.00) Index Linked payable by the Owner to the District Council in accordance with the provisions of clause 3.5 for the provision of library facilities at Hucknall Library

“Market Dwellings”

means any Dwelling for sale, lease or other disposal on the open market constructed as part of the Development which is not an Affordable Dwelling

“Occupation”

means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include

- i) daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or
- ii) the use of any Dwelling for the marketing of the Development; or
the storage of plant and materials

“Off Site Open Space Contribution”

and “Occupy” and “Occupied” shall be construed accordingly

means the sum of Thirty Five Thousand Pounds (£35,000.00) Index Linked payable by the Owner to the District Council in accordance with the provisions of clause 3.2 for the provision of general improvements at the Nabbs Lane Changing Rooms

“Plan”

means the plan attached hereto

“Planning Application”

means the planning application submitted to the District Council and allocated reference number V/2014/0590 applying for planning permission for the demolition of the existing building and the erection of up to 50 dwellings at Watnall Road/Daniels Way, Hucknall

“Planning Permission”

means the planning permission granted pursuant to the Planning Application

“Primary Education

means the sum of One Hundred and Twenty Six

Contribution”

Thousand and Five Pounds (£126,005.00) Index Linked payable by the Owner to the District Council in accordance with the provisions of clause 3.7 towards the key stage 2 phase 1 project at Broomhill Junior School or such successor facility as may replace that school

“Public Transport Contribution”

means the sum of Seven Thousand Five Hundred Pounds (£7,500.00) Index Linked payable by the Owner to the District Council in accordance with the provisions of clause 3.17 for the provision of improvements to real time information at the southbound bus stop on Watnall Road, completion of pedestrian footways along Daniels Way, the closure of the existing accesses off Watnall Road and Daniels Way and the reinstatement of footways and verges at Watnall Road and Daniels Way

“Secondary Education Contribution”

means the sum of One Hundred and Thirty Eight Thousand and Eighty Pounds (£138,080.00) Index Linked payable by the Owner to the District Council in accordance with the provisions of clause 3.12 towards the provision of and/or improvement to educational facilities at key stage 4/5 phase 1 construction training facility at Holgate Academy or such successor facility as may replace that school

“Shared Ownership Dwellings”

means Dwellings purchased on a shared equity basis whereby not more than 75% and not less than 25% of the equity is initially sold to the purchaser by the AHP with flexibility to increase their ownership if they so wish

“Social Rented Dwellings”

means Dwellings let under a tenancy by an AHP at target rent levels determined through the national rent regime

1.2 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

- 1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.5 Where in this Agreement reference is made to a Clause Schedule or plan such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of or in the case of a plan attached to this Agreement
- 1.6 Covenants made hereunder on the part of the District Council shall be enforceable against the District Council and any statutory successor to it as Planning Authority
- 1.7 The expression "the Owner" shall where the context so admits include its respective successors and assigns

GENERAL PROVISIONS

Statutory Authority

- 2.1 This Agreement and each of the covenants given by the Owner contained herein is a planning obligation and is made pursuant to Section 106 of the Act
- 2.2 The covenants by the Owner contained herein shall be enforceable by the District Council

Liability

- 2.3. The covenants given by the Owner contained herein are made with the intent that the covenants will bind its interest in the Land and be binding on and enforceable against their respective successors in title or assigns and subject to clause 2.5 those deriving title under the Owner PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance

of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which he is no longer seised save in respect of any prior subsisting breach

2.4. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply PROVIDED THAT the obligations in this Agreement can be applied to any planning permission granted subsequent to the grant of the Planning Permission as herein defined by agreement between the Owner and the District Council as evidenced by a memorandum endorsed on this Agreement

2.5. The covenants contained in this Agreement shall not be enforceable against individual purchasers or lessees of Dwellings on the Land constructed pursuant to the Planning Permission or against statutory undertakers in relation to any parts of the Land acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant

2.6. In the event that the Owner disposes of its interest in the Land or any part thereof (other than a disposal to a purchaser of a Dwelling) it shall within twenty-eight days of such disposal give written notice of the name and address of its successors in title to the District Council together with sufficient details of the land included in the disposal to allow its identification

Contingencies

2.9. The obligations in this Agreement shall be conditional upon the issuing of the Planning Permission and the Commencement of Development and save for this clause and clauses 2.10, 2.13, 2.14, 2.19 and 3.19 which shall come in to effect upon completion of this Agreement then until such time all other provisions not herein specified shall be of no effect

2.10. In the event of the Planning Permission expiring or in the event of the revocation of the Planning Permission the obligations under this Agreement shall cease absolutely and the District Council shall upon written request from the Owner procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith upon request of the Owners

2.11. Where this Agreement is released in part by a future agreement, the District Council shall upon written request from the Owner place a note against the entry made in the Register of Local Land Charges stating which obligations no longer have effect

2.12. If the Owner makes a request in writing for the District Council to place a note against the entry made in the Register of Local Land Charges stating which obligations under this Agreement have been discharged and complied with, the District Council will place such a note against the entry to the extent which such obligations are deemed by the District Council to have been discharged and complied with under the terms of this Agreement

Commencement of Development

2.13. The Owner shall give the District Council seven days' notice in advance of the Commencement of Development and the date on which Commencement of Development has taken place shall be confirmed by exchange of correspondence between the

Owner and the District Council PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development occurring

Determination by Expert

- 2.14. Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner and the District Council concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms
 - 2.14.1. The person to be appointed pursuant to Clause 2.14 shall if possible be a person having ten years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute
 - 2.14.2. The reference to the expert shall be on terms that:
 - 2.14.2.1. the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
 - 2.14.2.2. the expert shall be able to stipulate periods of time for the making of such submissions and representations;
 - 2.14.2.3. the expert shall be bound to have regard to the said submissions

and representations;

- 2.14.2.4. the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
- 2.14.2.5. the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
- 2.14.2.6. the findings of the expert shall save in the case of manifest material error be final and binding on the Owner and the District Council save that the parties retain the right to refer to the Courts on a matter of law

Time Periods

- 2.15. It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and the District Council

Approvals

- 2.16. For the purposes of this Agreement where a party is required to make a request, give confirmation, approval or consent, express satisfaction with, agree to vary, or to give notice of any matter, such request, confirmation, approval, consent, expression of satisfaction, agreement to vary, or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

Notices

- 2.17. The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated

in this Agreement or at such other address as the addressee shall have notified to the others in writing

- 2.18. Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting

Exclusion of the Contracts (Rights of Third Parties) Act 1999

- 2.19. Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

Void Provisions

- 2.20. If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

Application of this Agreement

- 2.21. If the District Council agrees pursuant to an application under Section 73 of the Town and Country Planning Act 1990 to any variation or release of any condition contained in one or either of the Planning Permission the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission

No Fetter of Discretion

- 2.22. Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council in its rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the District Council were not a party to this Agreement

Effect of any Waiver

- 2.23. No waiver (whether express or implied) by the District Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council (as relevant) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

General Requirement to Co-operate

- 2.24. Without prejudice to its statutory duties the District Council and the Owner shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

Interest

- 2.25. It is hereby agreed that if any payment due to the District Council under this Agreement is paid late interest will be payable from the date the payment is due to the date of payment at 8% above the Bank of England base lending rate prevailing at the time

3. THE OWNER'S OBLIGATIONS TO THE DISTRICT COUNCIL

Affordable Housing

- 3.1. The Owner hereby covenants with the District Council to provide the Affordable Dwellings as part of the Development in accordance with the following:
- 3.1.1. To submit an Affordable Housing Scheme to the District Council for written approval prior to the Commencement of Development and not to Commence the Development unless and until it has obtained such approval from the District Council
- 3.1.2. To construct or procure the construction of the Affordable Dwellings in accordance with the Affordable Housing Scheme or any variations thereto approved in writing by the District Council
- 3.1.3. To transfer the freehold of 75% the Affordable Dwellings to an Affordable Housing Provider along with sufficient rights and services to enable Occupation at a price agreed with the Affordable Housing Provider which shall enable it to let the Social Rented Dwellings and to let or dispose of the units comprising the Intermediate Affordable Dwellings as the case may be to persons in need of Affordable Housing prior to the Occupation of 50% of the total number of Market Dwellings and to transfer the freehold of the remaining 25% of the Affordable Dwellings to an Affordable Housing Provider along with sufficient rights and services to enable Occupation at a price agreed with

the Affordable Housing Provider which shall enable it to let those Social Rented Dwellings and to let or dispose of the units comprising the Intermediate Affordable Dwellings as the case may be to persons in need of Affordable Housing prior to the Occupation of 90% of the total number of Market Dwellings.

3.1.4. Any transfers under clause 3.1.3 shall contain the following provisions:

3.1.4.1. the grant and reservation by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Dwellings and the remainder of the Dwellings constructed or to be constructed as part of the Development

3.1.4.2. the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any of the Dwellings within the Development

3.1.5. To notify the District Council within fourteen days of the transfer of any of the Affordable Dwellings to an Affordable Housing Provider of the date of such transfer and to provide the District Council with details of the Affordable Housing Provider to which the Affordable Dwelling was transferred

3.1.6. To ensure that the Affordable Dwellings shall not be used other than for Affordable Housing provided that clauses 3.1.3, 3.1.5 and 3.1.6 shall not be binding on:

- a) any present or future mortgagee of all or any of the Affordable Dwellings
- b) any receiver appointed by such mortgagee or chargee
- c) any person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire the said Affordable Dwelling

- d) a lessee under a shared ownership lease of an Affordable Dwelling or a mortgagee or chargee of a shared ownership lease granted in respect of an Affordable Dwelling
- e) a person who has staircased under a shared ownership lease or an Affordable Dwelling to acquire the freehold of the said Affordable Dwelling or a mortgagee or chargee of such an Affordable Dwelling
- f) any person deriving title from any such person as is mentioned in (a) to (e) above

Off Site Open Space Contribution

3.2. The Owner covenants with the District Council to pay the Off Site Open Space Contribution as follows:

- a) 50% of the Off Site Open Space Contribution prior to the first Occupation of the first Dwelling to be Occupied; and
- b) The remaining 50% of the Off Site Open Space Contribution prior to the first Occupation of the thirtieth Dwelling to be Occupied.

3.3. The Owner covenants with the District Council not to permit or allow the Occupation of the first Dwelling unless and until 50% of the Off Site Open Space Contribution has been paid to the District Council

3.4. The Owner covenants with the District Council not to permit or allow the Occupation of the thirtieth Dwelling unless and until all of the Off Site Open Space Contribution has been paid to the District Council

Library Contribution

- 3.5. The Owner covenants with the District Council to pay the Library Contribution prior to the first Occupation of the first Dwelling to be Occupied
- 3.6. The Owner covenants with the District Council not to permit or allow the Occupation of the first Dwelling unless and until the Library Contribution has been paid to the District Council

Primary Education Contribution

- 3.7. The Owner covenants with the District Council to pay the Primary Education Contribution as follows:
 - 3.7.1. 25% of the Primary Education Contribution prior to the first Occupation of the fifth Dwelling to be Occupied;
 - 3.7.2. 25% of the Primary Education Contribution prior to the first Occupation of the fifteenth Dwelling to be Occupied;
 - 3.7.3. 25% of the Primary Education Contribution prior to the first Occupation of the twenty-fifth Dwelling to be Occupied; and
 - 3.7.4. the remaining 25% of the Primary Education Contribution prior to the first Occupation of the thirty-fifth Dwelling to be Occupied
- 3.8. The Owner covenants with the District Council not to allow the Occupation of the fifth Dwelling unless and until 25% of the Primary Education Contribution has been paid by the Owner to the District Council
- 3.9. The Owner covenants with the District Council not to allow the Occupation of the fifteenth Dwelling unless and until a further 25% of the Primary Education Contribution has been paid by the Owner to the District Council
- 3.10. The Owner covenants with the District Council not to allow the

Occupation of the twenty-fifth Dwelling unless and until a further 25% of the Primary Education Contribution has been paid by the Owner to the District Council

- 3.11. The Owner covenants with the District Council not to allow the Occupation of the thirty-fifth Dwelling unless and until all of the Primary Education Contribution has been paid by the Owner to the District Council

Secondary Education Contribution

- 3.12. The Owner covenants with the District Council to pay the Secondary Education Contribution as follows:

3.12.1. 25% of the Secondary Education Contribution prior to the first Occupation of the fifth Dwelling to be Occupied; 25% of the Secondary Education Contribution prior to the first Occupation of the fifteenth Dwelling to be Occupied;

3.12.2. 25% of the Secondary Education Contribution prior to the first Occupation of the twenty-fifth Dwelling to be Occupied; and

3.12.3. the remaining 25% of the Secondary Education Contribution prior to the first Occupation of the thirty-fifth Dwelling to be Occupied

- 3.13. The Owner covenants with the District Council not to allow the Occupation of the fifth Dwelling unless and until 25% of the Secondary Education Contribution has been paid by the Owner to the District Council

- 3.14. The Owner covenants with the District Council not to allow the Occupation of the fifteenth Dwelling unless and until a further 25% of the Secondary Education Contribution has been paid by the Owner to the District Council

- 3.15. The Owner covenants with the District Council not to allow the Occupation of the twenty-fifth Dwelling unless and until a further

25% of the Secondary Education Contribution has been paid by the Owner to the District Council

- 3.16 The Owner covenants with the District Council not to allow the Occupation of the thirty-fifth Dwelling unless and until all of the Secondary Education Contribution has been paid by the Owner to the District Council

Public Transport Contribution

- 3.17 The Owner covenants with the District Council to pay the Public Transport Contribution prior to the Commencement of Development

- 3.18 The Owner covenants with the District Council not to permit or allow the Commencement of Development unless and until the Public Transport Contribution has been paid to the District Council

District Council's Legal Costs

- 3.19 The Owner covenants with the District Council to pay the District Council's reasonable legal costs in respect of the preparation of this Agreement on its execution

4 DISTRICT COUNCIL'S COVENANTS TO THE OWNER

- 4.1 The District Council covenants with the Owner as follows:

Off Site Open Space Contribution

- 4.1.1 To use the Off Site Open Space Contribution solely towards the provision of general improvements at the Nabbs Lane Changing Grounds and for no other purpose whatsoever
- 4.1.2 That in the event any or all of the Off Site Open Space Contribution is not applied for the purpose specified within five years from the date of receipt to refund to the Owner such unexpended contribution accrued (if any) from the date of

payment until the date of replacement following receipt of a written request from the Owner to do so

Library Contribution

4.1.3 To pass to Nottinghamshire County Council the Library Contribution or any part thereof following receipt of written confirmation from Nottinghamshire County Council that:

4.1.3.1 Such monies shall be used solely for the provision of library facilities at Hucknall Library and for no other purpose what so ever; and

4.1.3.2 If all or any part of the monies shall remain unexpended after the period of five years from the date of payment by the Owner to the District Council it shall following receipt of a request from the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment

4.1.4 To forward to the Owner any monies received from Nottinghamshire County Council pursuant to clause 4.1.3.2 above

Primary Education Contribution

4.1.5 To pass to Nottinghamshire County Council the Primary Education Contribution or any part thereof following receipt of written confirmation from Nottinghamshire County Council that:

4.1.5.1 Such monies shall be used solely for the key stage 2 phase 1 project at Broomhill Junior School or such successor facility as may replace that school and for no other purpose what so ever; and

4.1.5.2 If all or any part of the monies shall remain unexpended after the period of five years from the date of payment by the Owner to the District Council it shall following receipt of a request from the

District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment

- 4.1.6 To forward to the Owner any monies received from Nottinghamshire County Council pursuant to clause 4.1.5.2 above

Secondary Education Contribution

4.1.7 To pass to Nottinghamshire County Council the Secondary Education Contribution or any part thereof following receipt of written confirmation from Nottinghamshire County Council that:

- 4.1.7.1 Such monies shall be used solely towards the key stage 4/5 phase 1 construction training facility at Holgate Academy or such successor facility as may replace that school and for no other purpose what so ever; and

4.1.7.2 If all or any part of the monies shall remain unexpended after the period of five years from the date of payment by the Owner to the District Council it shall following receipt of a request from the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment

- 4.1.8 To forward to the Owner any monies received from Nottinghamshire County Council pursuant to clause 4.1.7.2 above

Public Transport Contribution

4.1.9 To pass to Nottinghamshire County Council the Public Transport Contribution or any part thereof following receipt of written confirmation from Nottinghamshire County Council that:

- 4.1.9.1 Such monies shall be used solely for the provision of improvements to real time information at the southbound bus

stop on Watnall Road, completion of pedestrian footways along Daniels Way, the closure of the existing accesses off Watnall Road and Daniels Way and the reinstatement of footways and verges at Watnall Road and Daniels Way and for no other purpose what so ever; and

4.1.9.2 If all or any part of the monies shall remain unexpended after the period of five years from the date of payment by the Owner to the District Council it shall following receipt of a request from the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment

4.1.10 To forward to the Owner any monies received from Nottinghamshire County Council pursuant to clause 4.1.9.2 above

Monitoring

4.1.11 Following receipt of a written request from the Owner to produce full details of the expenditure of all monies paid pursuant to clause 3 of this Agreement

THE SCHEDULE

INDEXATION PROVISIONS

1. In this Schedule:-

"Index" means the Retail Prices Index ("RPI") as published by the Office for National Statistics or any successor body or such other index as shall be agreed between the Owner and the District Council

"Base Index Date" means the date of this Agreement

"Base Index Figure" means the figure published in respect of the Index immediately prior to the Base Index Date

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the relevant contribution is paid

2. The relevant contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

Where: "A" equals the relevant contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the

figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made

4. If any substitution for the said RPI or any index previously substituted therefore shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the RPI or any index previously substituted therefore on the other hand

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on the date first above written



SIGNED as a DEED by
GENERAL GROVE LIMITED

acting by: *a director*
in the presence of:-

Director



Richard Standand
Director/Secretary

NELSONS
Pennine House
8 Stanford Street
Nottingham NG1 7BQ

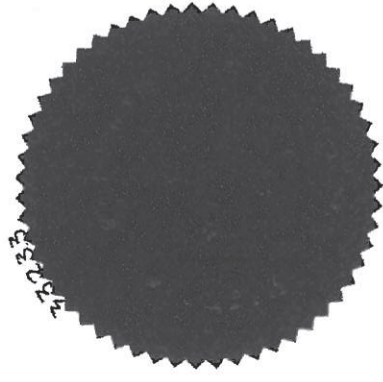
THE COMMON SEAL OF
ASHFIELD DISTRICT COUNCIL
was hereunto affixed in the presence of: -)
)
)

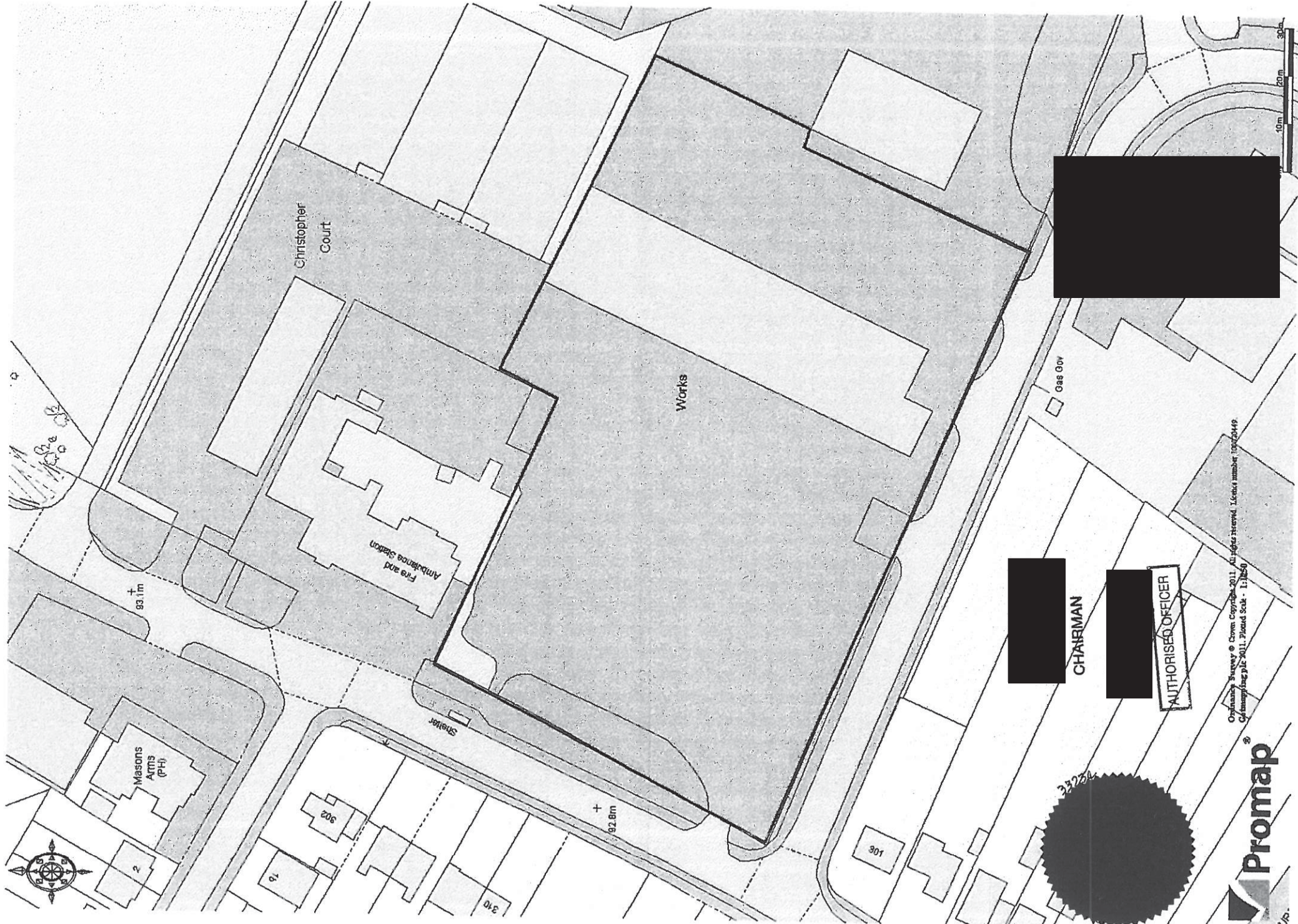


Chairman of the Council



Authorised Officer





+ 92.1m

+ 92.8m

Christopher Court

Works

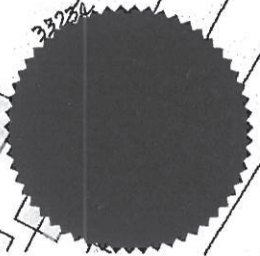
Fire and Ambulance Station

Masons Arms (PH)

Shelter

CHAIRMAN

AUTHORISED OFFICER



Ordnance Survey © Crown Copyright 2011. All rights reserved. Licence number 100020449. Contour interval 2011. Planned Scale: 1:1250

ASHFIELD DISTRICT COUNCIL

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

**Ashfield**

Tel: 01623 450000
Fax:: 01623 457033
www.ashfield-dc.gov.uk/planning

TOWN AND COUNTRY PLANNING ACT 1990

Town and Country Planning (General Permitted Development) (England) Order 2015
Town and Country Planning (Development Management Procedure) (England) Order 2015
Town and Country Planning (Control of Advertisements) (England) Regulations 2007
Town and Country Planning (Tree Preservation) England Regulations 2012
Planning (Listed Buildings and Conservation Areas Act 1990
Planning (Hazardous Substances) Act 1990
Planning and Compensation Act 1991

Approval Notice

Major Outline

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.

Application Details

Planning Reference Number:	V/2014/0590
Location of Development:	Land at Daniels Way Hucknall Nottingham
Description of Development:	Demolition of Existing Unit and Residential Development for a Maximum of 50 Dwellings
Applicant Name:	Mr Steve Murray
Date:	17/07/2015

R.MITCHELL, Chief Executive

If reasonable adjustments are needed to fully engage with the Authority - contact **01623 450000**

CONDITIONS:

1. The formal approval of the Local Planning Authority shall be obtained prior to the commencement of any development with regard to the following Reserved Matters :
 - (a) Layout
 - (b) Scale
 - (c) Appearance
 - (d) Landscaping
2. Application for approval of the Reserved Matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.
3. The development to which this approval relates shall be begun not later than whichever is the later of the following dates :
 - (a) The expiration of 5 years from the date of the outline planning permission;
 - (b) The expiration of 2 years from the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such matter to be approved.
4. The development hereby permitted shall not commence until drainage plans for 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.
5. 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.
6. 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.
7. 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.
8. The formal written approval of the Local Planning Authority is required prior to commencement of any development with regard to parking and turning facilities, access widths, gradients, surfacing, street lighting, structures, visibility splays and drainage(hereinafter referred to as reserved matters.) All details submitted to the Local Planning Authority for approval shall comply with the County Council's current Highway Design and Parking Guides and shall be implemented as approved.
9. No work shall commence until such time as a scheme indicating proposed floor levels of all buildings, and the relationship of such to the existing dwellings has been submitted to and approved by the Local Planning Authority. The development shall be constructed in accordance with the agreed levels.
10. The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment and Drainage Strategy by BSP Consulting, report reference 14254/FRA Rev 'A'. The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with

- the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.
11. Prior to the development hereby approved first being occupied, all noise mitigation measures shown to be necessary within the submitted Noise Impact Assessment by MEC dated October 2014 and the Noise Assessment Addendum dated February 2015 should be installed and a validation report submitted to and approved in writing by the local planning authority
 12. Prior to the commencement of any works pursuant to this permission the applicant shall submit the following to the Local Planning Authority (LPA):
 - 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.
 13. No part of the development hereby permitted shall be brought into use until new footways are provided along the north side of Daniels Way, extending from the existing footway provision on Watnall Road into the site, and also from the site towards the industrial estate to the east has been submitted to and approved in writing by the Highway Authority.
 14. No part of the development hereby permitted shall be brought into use until the existing street lighting on Daniels Way has been upgraded to suit the change of adjacent land usage. The street lighting design team will need to be consulted in the first instance. And a scheme submitted to and approved in writing by the Highway Authority.
 15. No development shall commence on any part of the application site until the proposed site access has been designed in accordance with the guidance within the '6C's Design Guide' for a residential access for up to 50 dwellings has been provided to the satisfaction of the Highway Authority.

16. No part of the development hereby permitted shall be brought into use until the existing/redundant site accesses have been made redundant as a consequence of this consent are permanently closed and the access crossing reinstated as verge/footway in accordance with details to be first submitted to, and approved in writing by, the Highway Authority.
17. No part of the development hereby permitted shall take place until details of the new road have been submitted to and approved in writing by the Local Planning Authority including longitudinal and cross sectional gradients, street lighting, drainage and outfall proposals, construction specification, provision of and diversion of utilities services, and any proposed structural works. The development shall be implemented in accordance with these details to the satisfaction of the Local Planning Authority.
18. No development hereby permitted shall commence until wheel washing facilities have been installed on the site in accordance with details first submitted to and approved in writing by the Local Planning Authority. The wheel washing facilities shall be maintained in working order at all times and shall be used by any vehicle carrying mud, dirt or other debris on its wheels before leaving the site so that no mud, dirt or other debris is discharged or carried on to a public road.
19. Development shall not begin until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme to be submitted shall demonstrate:
- The utilisation of holding sustainable drainage techniques;
 - The limitation of surface water run-off to equivalent greenfield rates;
 - The ability to accommodate surface water run-off on-site up to the critical 1 in 100 year event plus an appropriate allowance for climate change, based upon the submission of drainage calculations; and
 - Responsibility for the future maintenance of drainage features.
20. The hereby approved demolition shall be carried out in accordance with Framework Demolition Method Statement by P&DG dated the 4-11-2014 and the accompanying asbestos survey by Asbestos management Solutions Ltd received on the 17th November 2014 unless previously agreed in writing with the Local Planning Authority.
21. Prior to the commencement of the hereby approved development, a scheme for the installation of bird and bat boxes shall be submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented in full.

REASONS:

1. To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended.
2. To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended.
3. To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended.
4. 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 safeguard the amenities of residents living in the vicinity of the application site.

7. To ensure the satisfactory appearance of the development.
8. In the interests of highway safety.
9. To protect the amenity of the area.
10. To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.
11. To protect the amenity of future occupiers.
12. To ensure that the site, when developed, is free from contamination, in the interests of safety.
13. In the interests of Highway safety.
14. In the interests of Highway safety.
15. In the interests of Highway safety.
16. To ensure the development is constructed to adoptable standards.
17. In the interests of Highway safety.
18. In the interests of Highway safety.
19. To prevent the increased risk of flooding; to improve and protect water quality; to improve habitat and amenity; and to ensure the future maintenance of the sustainable drainage structures.
20. To define the terms of this permission.
21. In the interest of ecology.

INFORMATIVES

1. The applicant is advised that unless the S106 agreement is agreed, executed and signed within 1 month of the date of this report, the proposal may be reconsidered.
2. 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).
3. The applicant is advised that any open space with the application site will NOT be adopted by Ashfield District Council and will be the responsibility of the developer to maintain this land for the life of the development.
4. The Environment Agency does not consider oversized pipes or box culverts as sustainable drainage. Should infiltration not be feasible at the site, alternative above ground sustainable drainage should be used.
5. Surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management. Sustainable Drainage Systems (SuDS) are an approach to managing surface water run-off which seeks to mimic natural drainage systems and retain water on-site as opposed to traditional drainage approaches which involve piping water off-site as quickly as possible.
6. This permission shall not be construed as granting permission to close or divert any right or rights, of way which may be affected by the proposed development. The developer should contact the Solicitor to the Council to ascertain the legal steps required to undertaken.
7. The applicant is advised that careful consideration should be given to lighting within the application site, with particular regard to the site boundaries. The use of bat friendly light should be used where appropriate.
8. In order to avoid impacts to nesting birds we also request that all tree/shrub/hedgerow/scrub and rough grassland removal work be undertaken outside of the bird-breeding season (March-September inclusive). If works are to be carried out during this time then a suitably qualified ecologist should be on site to survey for nesting birds prior to any vegetation clearance.

As you will be aware all nesting birds', birds' nests, young and eggs (except pest species) are protected by the Wildlife and Countryside Act 1981 (and as amended). Nesting is taken to be from the point at which birds start to build a nest, to the point at which the last chick of the last brood of the season has fully fledged and left the nesting area. For further information please contact Rachel Hoskin at Natural England Telephone 0300 0602343 or rachel.hoskin@naturalengland.org.uk

9. The applicant is advised that it is an offence to destroy habitats supporting protected species such as bats and nesting birds. It is recommended that the views of a qualified ecologist are obtained prior to carrying out any works on site.
10. The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848.

Further information is also available on The Coal Authority website at www.coal.decc.gov.uk

Property specific summary information on past, current and future coal mining activity can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com

11. Reference in any condition contained in this permission/refusal of permission to any Statute, Statutory Instrument, Order, Regulation, Design Guide or other document shall be taken to include any amendment, replacement consolidation or variation that shall from time to time be in force and any reference to any body or organisation (public or private) shall be taken to include any successor-body or organisation exercising relevant functions in place of or alongside the body named.
12. This consent will require approval under Section 19 of the Nottinghamshire County Council Act 1985 and where the new streets are to be adopted an Agreement pursuant to Section 38 of the Highways Act 1980 will be required. Please contact Nottinghamshire County Council to ensure that approvals and agreements are secured before commencement of works.
13. The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Highways Authority 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 roadworks.
14. This consent will require approval under Section 19 of the Nottinghamshire County Council Act 1985 and where the new streets are to be adopted an Agreement pursuant to Section 38 of the Highways Act 1980 will be required. Please contact Nottinghamshire County Council to ensure that approvals and agreements are secured before commencement of works.
15. 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 developer should contact the Highway Authority 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 developer contact the Highway Authority as early as possible.
16. It is strongly recommended that the developer contact the Highway Authority 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.

17. In order to carry out the off-site works required you will be undertaking work in the public highway which is land subject to the provisions of the Highways Act 1980 (as amended) and therefore land over which you have no control. In order to undertake the works you will need to enter into an agreement under Section 278 of the Act.
18. Correspondence with the Highway Authority should be addressed to: Peter Evans, Nottinghamshire County Council, Bevercotes House, Fountain Court, Darwin Drive, Sherwood Energy Village, New Ollerton, Notts, NG22 9GS
19. The applicant is advised that unless the S106 is agreed, executed and signed within three months from the date of this report, the proposal may be reconsidered.
20. This permission shall not be construed as granting permission to close or divert any right or rights, of way which may be affected by the proposed development. The developer should contact the Solicitor to the Council to ascertain the legal steps required to undertaken.
21. In order to carry out the off-site works required you will be undertaking work in the public highway which is land subject to the provisions of the Highways Act 1980 (as amended) and therefore land over which you have no control. In order to undertake the works you will need to enter into an agreement under Section 278 of the Act.
All correspondence with the Highway Authority should be addressed to:-
Highways Development Control Section
Highways North
Fountain Court
Bevercotes House
Sherwood Energy Village
Ollerton
Nottinghamshire, NG22 9FF

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

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:

PROACTIVE WORKING

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



Trevor Watson

SERVICE DIRECTOR – ECONOMY