

FREETHS

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- (1) Conder Developments Limited
 - (2) Ashfield District Council
 - (3) Nottinghamshire County Council
- Section 106 Agreement
Relating to
Land at Annesley Road, Hucknall

Ref: 1915/KRM/2110334/1

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BETWEEN

(1) the Owner

CONDER DEVELOPMENTS LIMITED

Company Number: 02748970

Registered Office: Brailsford Hall, Brailsford, Derbyshire
DE6 3BU

(2) the District Council

ASHFIELD DISTRICT COUNCIL

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

(3) the County Council

NOTTINGHAMSHIRE COUNTY COUNCIL

of County Hall West Bridgford Nottingham NG2 7QP

BACKGROUND

- (A) The District Council is the local planning authority for the purposes of the Act for the area within which the Site is located
- (B) The County Council is the local highway authority and the education authority for the area within which the Site is located
- (C) The Owner is registered at the Land Registry as proprietor of the freehold interest of the Site with absolute title under Title Numbers NT493525 and NT495148
- (D) The Application has been made to the District Council for outline planning permission for the Development of the Site
- (E) The District Council has resolved to grant the Planning Permission subject to the prior completion of this Agreement to secure (and it is the purpose of this Agreement to secure) financial contributions towards the provision or improvement of education, library and public transport facilities, the provision of Affordable Housing and an Open Space Contribution as set out herein in connection with the Development

1. DEFINITIONS

1.1. In this agreement the following words and phrases have the meanings shown opposite in addition to the definitions given in the description of the parties and the Background

Act	Town & Country Planning Act 1990 as amended
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Affordable Housing	housing provided to eligible households whose needs are not met by the market with eligibility determined with regard to local incomes and local house prices and as defined in Annex 2 of
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Affordable Housing Contribution	the National Planning Policy Framework and any subsequent national government policy guidance replacing or amending it means a commuted sum of 25% (Index Linked) of the equivalent Open Market Value of the Affordable Unit when sold on the open market
Affordable Housing Scheme	the scheme to be submitted to the District Council to identify the location size and tenure of the Affordable Units
Affordable Rented Housing	those Affordable Units to be leased to an individual for the a rent (inclusive of applicable service charges) that is no more than 80% of the local market rent
Affordable Units	means those Dwellings to be provided as Affordable Housing for Persons in a Housing Need in accordance with the Affordable Housing Scheme, individually referred to as an "Affordable Unit"
Application	the planning application submitted by the Owner to the District Council for the Development and which has been allocated reference V/2015/0629
Chargee	any mortgagee or chargee of a Registered Provider who has the benefit of a charge over the Site or part of the Site (including any mortgagee or chargee of a Registered Provider as Landowner) and the successors in title to such mortgagees or chargees or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or pursuant to the security held by that mortgagee or charge
Commencement of Development	carrying out of material operation as defined in section 56(4) of the Act save that for the purposes of this Agreement the term is not to include operations in connection with site clearance, demolition, archaeological

Development	investigation, for the purposes of assessing contamination, remedial action in respect of any contamination, or of assessing the need for any diversion and laying of services and the erection of means of enclosure for the purposes of site security and / or the display of advertisements and the expression "Commence" and "Commencement of Development" shall to be construed accordingly development the of the Site for the construction of up to 60 Dwellings together with associated infrastructure as set out in the Application
Dwellings	each and every unit of residential accommodation constructed on the Site pursuant to the Planning Permission
Education Contribution	together the Primary Contribution and the Secondary Contribution payable to the County Council in accordance with the provisions of Schedule 2
Index Linked	adjusted in proportion to movements in the Index between that last published before the date of this Agreement and that last published before the date of payment of the relevant sum
Interest Rate	6% above the Bank of England base rate
Intermediate Housing	housing provided at a price below its value on the open market meeting the definition of Affordable Housing in and may include Shared Ownership Housing
Index	means the BCIS All-In Tender Price Index produced by the Building Cost Information Service on behalf of the Department for Business, Energy and Industrial Strategy or in the event of discontinuance any replacement thereof or such alternative index as may be agreed in writing between the Owner the Council and the County Council
Library Contribution	the sum of £2,374 (Two Thousand Three Hundred and Seventy Four Pounds) Index

	Linked to be paid to the County Council towards additional stock at Hucknall Library to satisfy the demand generated by occupants of the Development in accordance with the provisions of Schedule 2
Occupation	means the beneficial occupation of any Dwelling for the purposes permitted by the Planning Permission other than (i) any purpose in relation to the carrying out of the Development or (ii) by personnel engaged in the construction, fitting out or decoration of the Development or (iii) occupation for marketing or display or (iv) occupation in relation to security operations; and "Occupy" and "Occupied" and "Occupier" shall be construed accordingly
Open Market Dwellings	those Dwellings comprising the Development which are not the Affordable Units and which shall be for sale lease or other disposal on the open market
Open Market Value	means the estimated amount for the sale of an Affordable Unit between a willing buyer and a willing seller in an arms length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion
Open Space Contribution	the sum of £60,000 (Sixty Thousand Pounds) Index Linked to be paid to the District Council towards improvements to the Washdyke Recreation Ground in accordance with the provisions of Schedule 2
Persons in a Housing Need	person or persons registered on a register maintained by the District Council or a Registered Provider of persons requiring Affordable Housing in the District Council's administrative area
Plan	plan attached
Primary Contribution	the sum of £X not exceeding £148,915 (calculated on the basis of $X = N \times 0.21 \times £11,455$)

	<p>where N = the number of Dwellings to be constructed on the Site) Index Linked and payable to the County Council towards the provision of Key Stage One facilities at Hillside Primary and Nursery Academy, or such other school or schools in the vicinity of the Site proposed by the County Council that have been previously agreed in writing by the Owner (acting reasonably) as being appropriately located to serve the Development to accommodate the increase in pupil numbers generated by the Development and for no other purpose whatsoever</p>
Planning Permission	<p>the outline planning permission for the Development in the form annexed at Schedule 3</p>
Registered Provider	<p>a provider of social housing registered with the Homes and Communities Agency (or its successor body) pursuant to the Housing and Regeneration Act 2008</p>
Secondary Contribution	<p>the sum of £X not exceeding £172,600 (calculated on the basis of $X=N \times 0.16 \times \text{£}17,280$ where N = the number of Dwellings to be constructed on the Site) Index Linked and payable to the County Council towards the provision of education facilities at National Church of England Academy or such other school or schools in the vicinity of the Site proposed by the County Council that have been previously agreed in writing by the Owner (acting reasonably) as being appropriately located to serve the Development to accommodate the increase in pupil numbers generated by the Development and for no other purpose whatsoever</p>
Shared Ownership Housing	<p>those Affordable Units that are to be sold through a shared ownership lease on Shared Ownership Terms and subject to the Shared</p>

Shared Ownership Terms	<p>Ownership Rent individually referred to as a "Shared Ownership Housing Unit".</p> <p>the terms of disposal of an Affordable Unit as Shared Ownership Housing as contained in model shared ownership leases published by the Homes and Communities Agency for use from May 2013 (as updated from time to time) whereby a Registered Provider sells shares in the equity of a unit of Shared Ownership Housing Unit to an individual who pays rent upon the remainder calculated at no more than 2.75% of the value of the unsold equity and is able from time to time purchase an additional percentage so as to increase their ownership up to 100% should they so wish</p>
Site	<p>land to the south west of Annesley Road Hucknall shown outlined red on the Plan for the purposes of identification only</p>
Social Rented Housing	<p>housing that is available to rent at rent no greater than the Homes and Communities Agency Target Rents by persons in need of Affordable Housing through a Registered Provider and which housing remains permanently accessible for those purposes to people who for any reason cannot afford to rent or purchase suitable accommodation at prevailing market prices</p>
Target Rent	<p>rents for Social Rented Housing set through the national rent regime</p>
Transport Contribution	<p>the sum of £5,000 (Five Thousand Pounds) Index Linked to be paid to the County Council towards the improvement of existing bus stop infrastructure or the installation of new bus stop infrastructure on Annesley Road and Wighay Road in accordance with the provisions of Schedule 2</p>

2. FORMAL REQUIREMENTS

The covenants on the part of the Owner contained in Clause 5 of this Deed are obligations for the purposes of section 106 of the Act 1990 and are intended to be enforceable by the District Council and the County Council as applicable against the Owner and successors in title to the Owner.

3. DISTRICT COUNCIL'S COVENANTS

The District Council covenants that:

- 3.1. It will forthwith issue the Planning Permission
- 3.2. upon the written request of the Owner from time to time it will give written confirmation that (if that be the case) the Owner has complied with the terms of this Agreement as far as is required to the date of confirmation
- 3.3. upon the completion of the performance of the obligations in Schedules 1 and 2 (Part 1) of this Agreement or the obligations ceasing to have effect for the reasons set out in Clause 6 below or the obligations on the part of the Owner and the restrictions are otherwise discharged, to arrange the deletion of any reference to this Agreement from the local land charges register
- 3.4. it will
 - 3.4.1. use the Open Space Contribution paid pursuant to Part 1 of Schedule 2 towards the purposes set out in the definition of Open Space Contribution and for no other purpose whatsoever
 - 3.4.2. upon receipt of the Open Space Contribution credit the same to an interests bearing account ("the Account") and credit interest to that account in arrears at the Interest Rate
 - 3.4.2.1. annually on the anniversary of the opening of the Account
 - 3.4.2.2. upon the closure of the Account
 - 3.4.2.3. upon the repayment of any monies from the Account (if any) pursuant to the subsequent provisions of this Schedule
- 3.5. at any time after the fifth anniversary of the receipt by the District Council of the final instalment of the Open Space Contribution upon the Owners request that it will provide written confirmation as to whether the whole or any part of the Open Space Contribution has been expended or committed for its specified purpose
- 3.6. if the District Council fails within three calendar months of the request referred to at Clause 3.5 to provide written confirmation that the whole of the Open Space Contribution has been expended or committed for expenditure towards its specified purpose the District Council will within twenty eight days of receipt of a written demand for repayment by the Owner repay to the Owner any part of the Open

Space Contribution (together with interest accrued thereon) for which that written confirmation has not been given

- 3.7. If the District Council confirms that the whole of the Open Space Contribution has not been expended or committed for expenditure towards its specified purpose the District Council will within twenty eight days of receipt of a written demand by the Owner repay the Owner any unexpended or uncommitted sums of the Open Space Contribution together with interest thereon.

4. COUNTY COUNCIL'S COVENANTS

The County Council covenants that:

- 4.1. It will
- 4.1.1. use the Library Contribution the Education Contribution and the Transport Contribution paid pursuant to Part 2 Schedule 2 towards the purposes set out in the definition of Library Contribution Education Contribution and Transport Contribution and for no other purposes whatsoever
 - 4.1.2. upon receipt of each of the Library Contribution the Education Contribution and the Transport Contribution (or each instalment of the same) credit the same to an interest bearing account ("the Account") and credit interest to that account in arrears at the Interest Rate
 - 4.1.2.1. annually on the anniversary of the opening of the Account
 - 4.1.2.2. upon the closure of the Account
 - 4.1.2.3. upon the repayment of any monies from the Account (if any) pursuant to the subsequent provisions of this Clause 4.
- 4.2. at any time after the fifth anniversary of the receipt by the County Council of the final instalment of the Library Contribution the Education Contribution and the Transport Contribution upon the Owners request, that it will provide written confirmation as to whether the whole or any part of each of the Library Contribution the Education Contribution and the Transport Contribution has been expended or committed for its specified purpose
- 4.3. If the County Council fails within three calendar months of the request referred to at Clause 4.2 to provide written confirmation that the whole of each of the Library Contribution the Education Contribution and the Transport Contribution has been expended or committed for expenditure towards its specified purpose the County Council will within twenty eight days of receipt of a written demand for repayment by the Owner repay to the Owner any part of each of the Library Contribution the Education Contribution and the Transport Contribution (together with interest accrued thereon) for which that written confirmation has not been given

- 4.4. If the County Council confirms that the whole of each of the Library Contribution the Education Contribution and the Transport Contribution has not been expended or committed for expenditure towards its specified purpose the County Council will within twenty eight days of receipt of a written demand by the Owner repay the Owner any unexpended or uncommitted sums of each of the Library Contribution the Education Contribution and the Transport Contribution together with interest thereon

5. THE OWNER'S COVENANTS

The Owner covenants with the District Council and the County Council:-

- 5.1. subject to the declaration in Clause 6.1 to observe and perform the restrictions and obligations set out in Schedules 1 and 2 with the intention that these obligations shall bind the Owner's interest in the Site;
- 5.2. to pay to the District Council on the completion of this Agreement the reasonable legal costs incurred by the District Council in the negotiation and preparation of this Agreement but not exceeding the sum of £495.00
- 5.3. to pay to the County Council on the completion of this Agreement the reasonable legal costs incurred by the Council in the negotiation and preparation of this Agreement but not exceeding the sum of £ 675.00
- 5.4. if any payments due under this Agreement are paid late interest will be payable from the date when the payment is due until the actual date of payment
- 5.5. for the purposes of monitoring compliance with this Agreement the Owner shall:
- 5.5.1. give the Council notice in writing within 14 days of the commencement of Development; and
- 5.5.2. notify the Council in writing of the total number of Dwellings that have been completed and are Occupied in respect of any part of the Site in its ownership every six months from the date of the first Occupation of the first Dwelling until all of the Dwellings are Occupied on Site at which time the obligation to notify the Council shall cease absolutely

6. AGREEMENTS AND DECLARATIONS

The parties agree and declare

- 6.1. notwithstanding anything to the contrary contained in this Agreement the restrictions and covenants on the part of the Owner contained in Schedule 1 and Schedule 2 will not take effect until
- 6.1.1. the Planning Permission has been issued; and

6.1.2. Commencement of Development

- 6.2.** If the Planning Permission is revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before Commencement of Development then the obligations of the Owner under this Agreement will immediately cease to have effect
- 6.3.** no person will be liable for a breach of the restrictions and obligations contained in Schedules 1 and 2 after that person has parted with all interest (and for the avoidance of doubt including the freehold interest) in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting
- 6.4.** upon the first transfer of a legal estate in each individual completed Dwelling comprised within the Development, the owner of the interest in that completed dwelling derived from the Owner shall by operation of this clause be automatically released from all obligations contained within this Agreement save in respect of the Affordable Units which shall continue to be bound by the provisions of Schedule 1
- 6.5.** nothing in this Agreement is to prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than that issued in accordance with Clause 3.1 above) granted (whether or not on appeal) after the date of this Agreement
- 6.6.** nothing contained or implied in this Agreement is to prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of its functions as local authority or fetter its discretion and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the District Council or County Council (as applicable) were not a party to this Agreement
- 6.7.** if any provision of this Agreement is held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions will not in any way be deemed by that to be affected or impaired
- 6.8.** all consideration given in accordance with the terms of this Agreement is exclusive of any VAT properly payable in respect of the sum
- 6.9.** no waiver (whether express or implied) by the District Council or the County Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Agreement will constitute a continuing waiver and no such waiver will prevent the District Council or County Council as applicable from enforcing any of the terms or conditions or from acting upon any subsequent breach
- 6.10.** for the purposes of Clauses 3.6, 3.7 4.3 and 4.4 "the Owner" means Conder Developments Limited or that company's nominee notified in writing to the Council

and will for the avoidance of doubt include that company's successors in title or assigns of the Site or derivative title of that company

- 6.11. the District Council and the persons against whom for the time being the covenants on the part of the Owner are enforceable may agree, by exchange of correspondence referring to this clause, that a planning permission (other than the Planning Permission) for the development of the Site in substantially the same manner as authorised by the Planning Permission will be substituted for the Planning Permission in the interpretation of this Agreement or the terms of the Agreement applied to that planning permission as well as to the Planning Permission

7. EXCLUSION OF THIRD PARTY RIGHTS

The parties to this Agreement declare for the purposes of the Contracts (Rights of Third Parties) Act 1999 that it is not the intention of all or any of them that any of the terms of this Agreement be enforceable by a third party as defined in section 1(1) of that Act

EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this deed

SCHEDULE 1
Affordable Housing

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

1. Prior to the Commencement of Development to submit to and secure the approval of the District Council for the Affordable Housing Scheme which shall secure the provision of 25% of the Dwellings as Affordable Housing in accordance with the following proportions:
 - 1.1. 80% Social Rented Housing or Affordable Rented Housing
 - 1.2. 20% Intermediate Housingor such other proportions as may be agreed in writing by the Council and the Owner and which shall also detail the location, size, type and tenure of each Affordable Unit
2. To implement the Affordable Housing Scheme as approved subject to the provisions of paragraphs 8-10 below
3. To provide that the Affordable Units provided as Social Rented Housing, Affordable Rented Dwellings and Intermediate Housing in accordance with the approved Affordable Housing Scheme shall remain as such provided that this provision shall not be binding on:
 - 3.1. any present or future mortgagee of the Affordable Units
 - 3.2. any receiver appointed by a mortgagee or chargee of the Affordable Units
 - 3.3. any person acquiring an interest in an Affordable Unit under a statutory right to buy or acquire the said Affordable Unit
 - 3.4. a lessee under a lease for a Shared Ownership Housing unit or a mortgagee or chargee of such a lease
 - 3.5. a person who has staircased to acquire the freehold of a Shared Ownership Housing unit or a mortgagee or chargee of such an Affordable Unit
 - 3.6. any person deriving title from any such person as is mentioned in 3.1 to 3.5 (inclusive) above
4. Beginning with a date not later than the Commencement of Development the Owner shall enter into negotiations with a Registered Provider for the transfer to that Registered Provider of the Affordable Units
5. No more than 75% of the Open Market Dwellings shall be Occupied until such time as the Affordable Units have been constructed and transferred to a Registered Provider in

accordance with the requirements of paragraph 7 below and subject to the operation of paragraphs 8 -10

6. To notify the District Council within fourteen days of the transfer of any of the Affordable Units to a Registered Provider
7. Any transfer to a Registered Provider pursuant to paragraph 4 shall contain the following provisions:
 - 7.1. The grant of all rights (so far as they are within the control of and can be granted by the Owner) of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Units as constructed on the Site;
 - 7.2. A reservation of all rights (so far as they are within the control of and can be granted by the Owner) of access and passage of services and rights of entry and other such rights as are reasonably necessary for the benefit of the remainder of the Dwellings on the Site;
 - 7.3. The imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any Open Market Dwellings
8. If despite the Owner using its reasonable endeavours over a period of no less than three months from the commencement of negotiations pursuant to paragraph 4 above the Identified Registered Provider is not prepared to enter into a binding contract for the purchase of the land on which the Affordable Units are or are to be constructed then:
 - 8.1. the Owner shall provide to the District Council all relevant correspondence demonstrating that the Owner has used reasonable endeavours over the period of at least three months to procure that the Registered Provider takes a transfer of that land on appropriate terms
 - 8.2. following confirmation from the District Council that it is satisfied with the information provided pursuant to paragraph 8.1 above then the Owner shall use its reasonable endeavours to enter into a binding contract for the purchase of the land on which the Affordable Housing Dwellings are or are to be constructed with a second Registered Provider

8.3. if despite the Owner using its reasonable endeavours over a period of no less than three months the Registered Provider with whom negotiations are undertaken pursuant to paragraph 8.2 is not prepared to enter into a binding contract for the purchase of the land on which the Affordable Units are or are to be constructed then the Owner shall provide all relevant correspondence demonstrating that it has used reasonable endeavours to procure that the second Registered Provider takes a transfer of that land on appropriate terms

9. Following

9.1. confirmation from the District Council that it is satisfied with the information provided by the Owner pursuant to paragraph 8.3 above; or

9.2. a failure by the District Council to confirm its satisfaction with the information provided by the Owner pursuant to paragraph 8.1 or 8.3 within 20 Working Days of its receipt by the District Council

10 the Owner may sell any Affordable Unit without restriction to any person or persons following receipt of the confirmation pursuant to paragraph 9.1 or in accordance with paragraph 9.2 above and following a disposal of an Affordable Housing Unit on the Open Market pursuant to this paragraph the Owner shall pay to the District Council the Affordable Housing Contribution Index Linked within 28 days of completion of such disposal such sum to be used by the District Council towards Affordable Housing not on Site but elsewhere within the District of Ashfield by way of Social Rented Housing and Intermediate Housing.

11 The obligations in relation to the provision of Affordable Units as part of the Development shall cease upon satisfaction of the terms of paragraphs 9.1 or 9.2 of this Schedule and shall be thereafter deemed to be of no effect.

SCHEDULE 2
Contributions

Part 1

The Owner covenants with the District Council as follows:

1. To pay the Open Space Contribution to the District Council as follows:
 - 1.1. 50% prior to first Occupation of the first Dwelling; and
 - 1.2. the balance prior to Occupation of 75% of the Dwellings.
2. Not to
 - 2.1. Permit Occupation of any Dwellings until 50% of the Open Space Contribution has been paid to the Council
 - 2.2. Permit Occupation of any more than 75% of the Dwellings until the balance of the Open Space Contribution has been paid to the Council

Part 2

The Owner covenants with the County Council as follows:

3. To pay the Education Contribution to the County Council as follows:
 - 3.1. 50% prior to the first Occupation of the first Dwelling; and
 - 3.2. 50% prior to Occupation of the 30th Dwelling.
4. Not to
 - 4.1. Occupy any Dwellings until 50% of the Education Contribution has been paid to the County Council

4.2. Occupy any more than 29 of the Dwellings until the whole of the Education Contribution has been paid to the County Council

- 5. To pay the Library Contribution to the County Council prior to the first Occupation of the first Dwelling.**
- 6. Not to occupy any Dwellings until the Library Contribution has been paid to the County Council.**
- 7. To pay the Transport Contribution to the County Council prior to the first Occupation of the first Dwelling.**
- 8. Not to occupy any Dwellings until the Transport Contribution has been paid to the County Council.**

SCHEDULE 3
Draft Planning Permission

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

Outline Planning Application

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/2015/0629

Location of Development:

Land South of the Former International Clothing
Centre Annesley Road
Hucknall

Nottingham

NG15 7AG

Description of Development:

Outline Application For Residential Development for
a Maximum of 60 Units

Applicant Name:

Conder Developments Ltd
Mr Robert Hepwood

Date:

Address: Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham. NG17 8DA
Tel: 01623 450000 Fax: 01623 457585
www.ashfield-dc.gov.uk

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 permission relates shall be begun not later than 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 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.
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. 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 historical use(s) of the site and its immediate environs. This shall include a conceptual site model indicating all potential pollutant linkages.

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.

11. 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.
12. The development shall only be carried out in accordance with the submitted Travel Plan dated July 2015. The appointment of a Travel Plan Coordinator shall be made within 3 months of the occupation of the 1st dwelling on the site.

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 ensure that the site, when developed, is free from contamination, in the interests of safety.
11. 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.
12. To promote sustainable travel.

INFORMATIVES:

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

2. 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
 3. 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.
 4. 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
5. 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. Please contact Highways Development Control (North) on 01623 520711 or via e-mail hdc.north@nottscc.gov.uk
 6. 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.
 7. The applicant should note that the existing Public Rights of Way footpath may require diverting to avoid going over residential plots. Please contact Countryside Access Team for further details on 0115 9773169 or via e-mail countrysideaccess@nottscc.gov.uk
 8. 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, the 6C's Design Guide available online on <http://www.leics.gov.uk/6csdg.htm>

9. The applicant is reminded of the terms of the Section 106 Agreement dated which relates to this site.

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).

.....
Robert Mitchell
Chief Executive

**SIGNED as a DEED by
CONDER DEVELOPMENTS LIMITED**

- * ~~acting by two Directors~~
- * ~~or one Director and the Company Secretary~~
- * or one Director in the presence of:

[Redacted Signature] Director

[Redacted Signature]

*Director/Secretary/Witness

Witness' Name: **CHRISTINE SOWDEN**
Witness' Address: [Redacted]
*delete the option



**EXECUTED AS A DEED by
ASHFIELD DISTRICT COUNCIL**

by the affixing
of its Common Seal
in the presence of:

[Redacted Signature]

[Redacted Signature]

[appropriate officer]

CHAIRMAN
COUNCILLOR
LACHLAN MORRISON

AUTHORISED OFFICER.
Chief Executive
Ashfield District Council

**THE COMMON SEAL of
NOTTINGHAMSHIRE COUNTY COUNCIL**

Was hereunto affixed
in the presence of:

[Redacted Signature]

Authorised signatory

SEAL REGISTER
NO. 44067

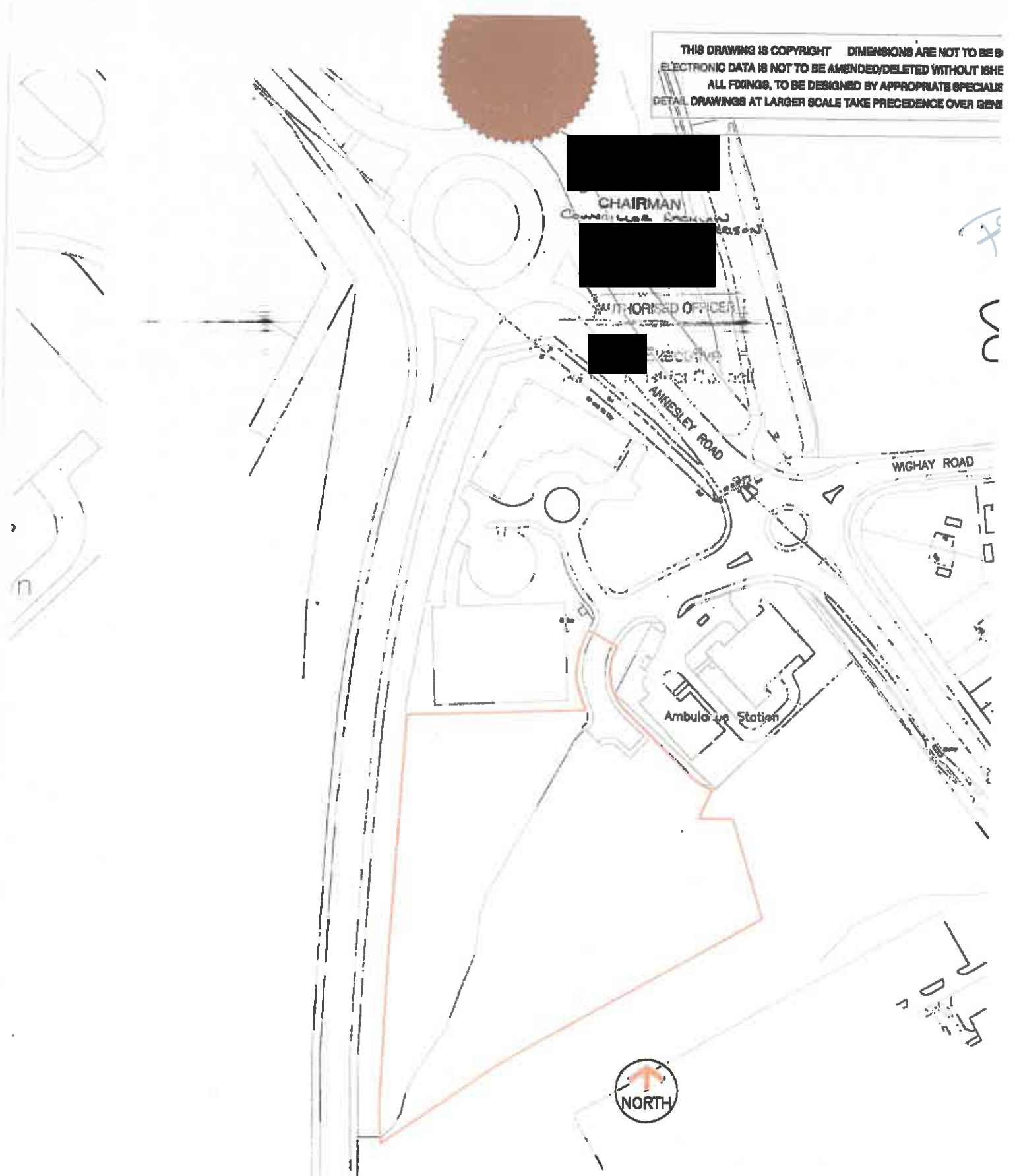


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ALL FIXINGS, TO BE DESIGNED BY APPROPRIATE SPECIALIST
DETAIL DRAWINGS AT LARGER SCALE TAKE PRECEDENCE OVER GENERAL



LOCATION PLAN 1:1250

SCHEDULE

- 7no 4Bed HOUSE
- 22no 3Bed HOUSE
- 21 2Bed HOUSE