

5106/455

J.Lester

From: R.Illsley  
Sent: 10 September 2014 16:20  
To: landcharges  
Subject: Sec 106 Agreement - Old Bluebell Inn Site Sutton in Ashfield  
Attachments: Sipc\_austr14091016130.pdf

Hi,

Please find attached a copy of the Sec 106 Agreement. Would you please register the same as a local land charge.

Thank You

Rob

-----Original Message-----

From: ithe1pdesk  
Sent: 10 September 2014 16:15  
To: R.Illsley  
Subject: Message from ipc\_austria

DATED 10 September 2014

BLUEBELL ACQUISITIONS 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 adjacent to the Old Blue Bell Inn Lammars Road Sutton in Ashfield  
Notts

---

THIS AGREEMENT is made the 10 day of September Two Thousand and Fourteen

BETWEEN:

1. BLUEBELL ACQUISITIONS LIMITED (Company Registration Number 08795825) whose registered office is at 64-66 Outram Street Sutton in Ashfield Nottinghamshire NG17 4ES ("the Owner")
2. ASHFIELD DISTRICT COUNCIL of Council Offices, Urban Road, Kirkby in Ashfield, Nottinghamshire NG17 8DA ("the Council")

RECITALS:

- A. By means of the Planning Application reference V/2014/0208 planning permission is sought from the Council to carry out the Development for the District of Ashfield within which the Land is situated
- C. The Owner is registered as the freehold owner of the Land with other land registered at the Land Registry with title absolute under title number NT234165 free from incumbrances
- D. The Council has resolved to grant the Planning Permission subject to certain conditions and the completion of this Agreement
- E. The Owner has agreed to enter into this Agreement with the intent that its interest in the Land shall in accordance with the provisions of clause 2.3 be subject to the covenants and obligations entered into by it and with the intention that the covenants and obligations entered into by it should create planning obligations pursuant to Section 106 of the Act
- F. The Council is satisfied that the provisions of this Agreement and the planning obligations contained herein comply with its policy in relation to Section 106 of the Act and are sufficient in respect thereof

G. The parties have agreed to enter into this agreement with the intention that the obligations contained in this agreement may be enforced by the Council against the Owner and its successors in title and assigns and with the intention that this Agreement shall bind the Owners or Occupiers of the land other than the Owners or occupiers of any Dwelling or any service authority and or utility company

**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

Commencement of "Development"

the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the Planning Permission 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

means instead of any open space or play equipment or the like being requested as part of the development of the Land the sum payable pursuant to clause 3.1 at the rate of

"Open Space Contribution"

and "Occupy" and "Occupied" shall be construed accordingly

iii) the storage of plant and materials

ii) the use of any Dwelling for the marketing of the Development; or

i) daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or

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

"Occupation"

means the land shown edged red on the Plan

"Land"

means the LIBOR RATE for the time being in force

"Interest"

means the provisions referred to in the First Schedule

"Index Provisions"

a dwelling built pursuant to the Planning Permission

"Dwelling"

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

"Development"

viii. any other preparatory works agreed in writing with the Council

vii. construction of access or highway works or provision of services (including drainage and media)

boundary fencing or hoardings





Scale: 1 to 1250  
Date: 05 Jun 2014

© Crown Copyright and database right 2014. Ordnance Survey 100024849

# Ashfield



**Section 106 Agreement - Residential Development**  
Land adjacent The Blue Bell Public House  
Carvic Lane, Sutton in Ashfield



© Crown Copyright and database right 2014. Ordnance Survey 100024849

£3000 subject to the index provisions per Dwelling to be constructed pursuant to the Planning Permission

"Planning Application" means the Planning Application submitted to the Council and allocated reference number V/2014/0208

"Planning Permission" means the planning permission granted pursuant to the Planning Application substantially in the form attached at the Second Schedule

means the interest referred to in 2.23

"Penalty Interest"

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 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 Council shall be enforceable against the Council and any statutory successor to it as Local Planning Authority

1.7 The expression "the Owner" shall where the context so admits include its respective successors and assigns

**2. 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 and any statutory successor to it as Local Planning Authority

2.2 The covenants by the Owner contained herein shall be enforceable only by the Council

**Liability**

2.3 The covenants given by the Owner contained in clause 3.1 are made with the intent that the covenants will bind the Land and will be binding on and enforceable against its successors in title or assigns and subject to clause 2.5 those deriving title under the Owner and obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally 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 any of the provisions covenants or other obligations contained herein or for the performance of any obligations which arise from the carrying out of the Development on the Land after they have parted with all interest in the Land or part thereof in respect of which they are no longer seized and such breach occurs 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 or any reserved matters approval with respect thereto) 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 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 having a roof, windows and doors and being in a state of readiness for occupation or 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 any of the Owner dispose of its respective interest in the Land or any part thereof (other than a disposal to a purchaser of a Dwelling) they shall within twenty-eight days of such disposal give written notice of the name and address of its successors in title to the Council together with sufficient details of the land included in the disposal to allow its identification

#### Contingencies

2.7 The obligations in this Agreement shall be conditional upon the issuing of the Planning Permission and upon the Commencement of Development and until such time as these conditions are satisfied the obligations contained herein shall be of no effect

2.8 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 Council shall procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

#### Commencement of Development

2.9 The Owner shall give the 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 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

Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner and the 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

2.10.1 The person to be appointed pursuant to Clause 2.10 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

2.10.2 The reference to the expert shall be on terms that:

2.10.2.1 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;

2.10.2.2 the expert shall be able to stipulate periods of time for the making of such submissions and representations;

2.10.2.3 the expert shall be bound to have regard to the said submissions and

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 Council (as the case may be) SAVE THAT any party to this Agreement who requires time to be of the essence in any period extended shall serve notice on any other relevant party stating

2.12

**Time Periods**

In the event that the provision by the Owner to the Council or other body of any land or buildings or infrastructure or matters pursuant to this Agreement is a taxable supply for the purposes of the legislation relating to Value Added Tax in respect of which any Value Added Tax should become payable then the Council or other body in receipt of such supply shall pay to the Owner all such Value Added Tax upon receipt from the Owner of a Value Added Tax invoice therefore and the Owner shall endeavour to ensure that the timing of such invoice or invoices within any four week period shall be such as to minimise the period between settlement of the invoice and recovery of the value added tax

2.11

**VAT**

the expert shall be limited in his/her findings to the proposals put by either party or a proposal falling between both of them; and the findings of the expert shall save in the case of manifest material error be final and binding on the Owner and the Council save that the parties retain the right to refer to the Courts on a matter of law

2.10.2.6

2.10.2.5

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;

2.10.2.4

representations;

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

2.16

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

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

2.15

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

2.14

**Notices**

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

2.13

**Approvals**

that time is of the essence in relation to any time period so extended

**Void Provisions**

2.17

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 foregoing provisions would be to defeat the original intention of the parties

**Application of this Agreement**

2.18

If the Council agrees in writing with the Owner 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 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**

2.19

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 Council in their respective 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 Council were not a party to this Agreement

**Effect of any Waiver**

2.21

No waiver (whether express or implied) by the 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 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**

Without prejudice to its statutory duties the Council and the Owner shall all act reasonably and 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

2.22 If the Owner fails to make any payment due to any party under this deed by the due date for payment then without limiting such other party's other remedies the Owner shall pay interest on the overdue amount at the rate of 7% per annum. Such interest shall accrue on a daily basis from the due date until the actual date of payment of the overdue amount before or after judgement. The Owner shall pay the interest together with the overdue amount. For the avoidance of doubt the due dates for payment are set out in this deed

### **3. THE OWNER'S OBLIGATIONS TO THE COUNCIL**

3.1 The Owner covenants with the Council :

#### **Open Space Contribution**

- (i) not to occupy or cause to be occupied (disregarding any show homes or sales office) more than 50% of the dwellings to be built in accordance with the planning permissions unless payment has first been made to the Council of the Open Space Contribution
- (ii) pay the Open Space Contribution to the Council prior to the occupation of no more than 50% of the dwellings on the Land in accordance with the planning permission

#### **Council Legal Costs**

3.2 To pay the Council's reasonable legal costs in respect of the preparation of this Agreement on its execution limited to £495.00

#### 4. COUNCIL'S OBLIGATION TO THE OWNER

The Council covenants with the Owner as follows; -

##### On Site Open Space Area

4.1

To use the Open Space Contributions as follows:-

- a) £2,000 of every £3,000 paid per dwelling to be used towards Sutton Town Centre Improvement Scheme
- b) £1,000 of every £3,000 paid per dwelling to be used towards improvements to Prieststic Road Recreation Ground

c) to provide to the Owner on request evidence as to how much of an how the Open Space Contribution has been spent expended or allocated

d) to refund the Owner (in otherwise the real or corporate person who has paid the open Space Contribution to the Council) such parts of the Open Space Contribution as has not been allocated committed or expended in accordance with this clause above within 5 years from the date of receipt by the Council of such contribution together with interest for the period from the date of payment to the date of refund

#### THE FIRST 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 in the event that the RPI or such other index as shall be agreed between the Owner and the Council

therefore shall occur, the parties hereto shall endeavour to agree the appropriate 4. If any substitution for the said the RPI, or any index previously substituted

appropriate reconciliation shall be made

shown in the Index if the said Base Index Figure had been retained and the shown in the Index after such change shall be the figure which would have been by reference to which changes in the Index are calculated, the figure taken to be 3. If after the Base Index Date there should be any change in the Base Index Figure

"C" equals the Final Index Figure

"B" equals the Base Index Figure

Where: "A" equals the relevant contribution

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

formula:-

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

respective dates upon which the relevant contribution is paid

determined in respect of the Index immediately prior to the

"Final Index Figure" means the figure published or otherwise agreed or

immediately prior to the Base Index Date

"Base Index Figure" means the figure published in respect of the Index

"Base Index Date" means the date of this Agreement

reconciliation between the Index substituted on the one hand and the RPI or any index previously substituted therefor on the other hand

**THE SECOND SCHEDULE**  
**DRAFT PLANNING PERMISSION**



Date:

<<INSERT>>

Applicant Name: Mr P Edgar  
Blue Bell Acquisitions Ltd  
Residential Development of Eleven Dwellings

Description of Development:

NG17 2AX  
Nottinghamshire  
Suton in Ashfield  
Carsic Lane

Location of Development:

Land Adj Bluebell Public House

Planning Reference Number:

**Application Details**

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

Major Full Application

# Approval Notice

**TOWN AND COUNTRY PLANNING ACT 1990**  
Town and Country Planning (Development Management Procedure) Order 2010  
Town and Country Planning (Control of Advertisements) (England) Regulations 2007  
Town and Country Planning (Tree Preservation) (England) Regulations 2012  
Town and Country Planning (Listed Buildings and Conservation Areas Act 1990  
Planning (Hazardous Substances) Act 1990  
Planning and Compensation Act 1991

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

Tel: 01623 450000  
Fax: 01623 457033

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



**ASHFIELD DISTRICT COUNCIL**

**CONDITIONS:**

1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.
2. No development shall take place until samples of the materials and finishes to be used for the external elevations and roof of the proposal have been agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out with those materials, unless the Local Planning Authority gives written approval to any variation.
3. No development shall take place until the following matters have been submitted to and agreed in writing by the Local Planning Authority:
  - (a) Full details of the proposed treatment of the site's boundaries.
  - (b) A phasing scheme for the implementation of the agreed boundary treatment.The boundary treatment shall be undertaken in accordance with the agreed details. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping. All planting, seeding or turfing indicated on the approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation of the building or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.
4. 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. Prior to the commencement of any construction, all existing tarmac and underlying fill/hardcore from the public house car park shall be removed off site and properly disposed of. A written report validating the removal of materials off site shall be submitted to the local planning authority.
5. No part of the development hereby permitted shall be brought into use until pedestrian visibility splays of 2.0 metres x 2.0 metres are provided on each side of the private vehicle access. These measurements are taken from and along the highway boundary. The area of land within these splays shall be maintained free from all obstruction over 0.6 metres above the carriage level at all times. 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.
6. No part of the development shall be brought into use/occupied until an appropriate off-site traffic management scheme, to protect against indiscriminate parking on the carriageway/footway, is provided on the Caraic Lane frontage. This shall be in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. Please refer to Traffic Regulation note.
7. No part of the development hereby permitted shall be brought into use until the private access driveways / parking / turning areas are constructed with provision to prevent the discharge of surface water from the private driveways / parking/turning areas to the public highway. The provision to prevent the discharge of surface water to the public highway shall then be retained for the life of the development.

11. No part of the development hereby permitted shall be brought into use until the parking/turning/servicing areas are provided and surfaced in a bound material and in accordance with plans to be first submitted to and approved in writing by the Local Planning Authority. The parking/turning/servicing areas shall be maintained in the bound material for the life of the development and shall not be used for any purpose other than the parking/turning/loading and unloading of vehicles.
12. The new doors and windows on the street frontage shall open inwards only and shall be retained for the life of the development.
13. Details of measures to prevent the deposit of debris upon the adjacent public highway shall be submitted and approved in writing by the LPA prior to any works commencing on site. The approved measures shall be implemented prior to any other works commencing on site.
14. This permission shall be read in accordance with the following plans:  
 Site Location Plan received 18th April 2014  
 Elevations received 18th April 2014 (drg no's 8017-07 & 8017-08)  
 Amended Elevation and Floor Plans received 24th June 2014 (drg no 8017-10)  
 Amended Site Layout received 10th July 2014 (drg no 8017-03E)  
 Amended Elevations received 10th July 2014 (drg no 8017-09B)  
 The development shall thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.
15. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no development relating to Class A of Part 1 of Schedule 2 (Erection of Extensions) shall be undertaken without the prior written approval of the Local Planning Authority.
16. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no development relating to Class E of Part 1 of Schedule 2 (Erection of buildings incidental to the enjoyment of the dwelling house such as greenhouses, sunhouses, garden sheds) shall be undertaken without the prior written approval of the Local Planning Authority.
17. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no development relating to Class A1(a) of Part 2 of Schedule 2 (Erection of fences, gates, walls forward of any wall of the dwellinghouse(s) which front onto a road) shall be undertaken without the prior written approval of the Local Planning Authority.
18. Prior to commencement of development details of a scheme for an archaeological watching brief shall be submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented on site in accordance with the approved details.

**REASONS:**

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.
2. To ensure the satisfactory appearance of the development.
3. To safeguard the amenities of residents living in the vicinity of the application site.
4. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.
5. 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.

6. To ensure that the site, when developed, is free from contamination, in the interests of safety.
7. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
8. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
9. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
10. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
11. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
12. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
13. To ensure the development is constructed to adoptable standards and in the interest of highway and pedestrian safety.
14. To ensure that the development takes the form envisaged by the Local Planning Authority when determining the application.
15. To safeguard the amenities of future occupiers living in the properties.
16. To safeguard the amenities of future occupiers living in the properties.
17. To protect the character and appearance of the area.
18. The site forms part of the historic core of Sutton-in-Ashfield and a post medieval component, where archaeological remains may survive.

## 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. If, during the course of construction works, the Developer should encounter any unnatural ground, then the Applicant must immediately inform the Local Authority. This will enable the Environmental Protection Section to liaise with the Developer and agree the best way forward to ensure the site is developed suitable for its intended use.
3. The proposed off-site highway works referred to in condition 4 requires a Traffic Regulation Order before the development is brought into use, to provide safe access/off-site mitigating works. The Highway Authority considers it prudent that as part of the proposed development, a Traffic Regulation Order will need to be undertaken to provide a safer highway environment. The developer should note that the Order can be made on behalf of the developer by Nottinghamshire County Council at the expense of the developer. This is a separate legal process and the Applicant should contact Mr Mike Barnett in Major Projects and Improvements Team on 0115 97 73118.
4. Please note that the assessment and implementation of a Traffic Regulation Order is determined by a lengthy public consultation process and therefore the final outcome for implementation is not guaranteed. 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, then the new roads/footways and any highway drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for roadworks.



a) 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.

b) 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. Please contact Miss Daria Borowiec - Development Control Officer on 01623 520711.

5. No part of the proposed building/wall or its foundations, fixtures and fittings shall project forward of the highway boundary.  
 6. It is an offence under S148 and S151 of the Highways Act 1980 to deposit mud on the public highway and as such you should undertake every effort to prevent it occurring.

7. Landowners, individual property owners and users are responsible for managing the drainage of their own land. The applicant must satisfy themselves that drainage is managed in such a way as to prevent adverse impacts of neighbouring land. The Council take no responsibility for incorrect information or interpretations made by the applicant or their representatives. The responsibility for the checking of the design, calculations and details remain with the developer, or agent acting on their behalf.

8. The applicant is advised that high quality materials for the construction of plots 6, 7 and 8 and for boundary treatment on the site that bounds the site of the listed building will be required as part of an application to discharge conditions 2 and 4. This permission shall be read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act 1990 and dated <<INSERT>>.

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).



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

