

ASHFIELD DISTRICT COUNCIL  
MEMORANDUM

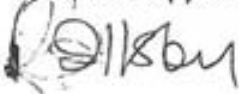
TO: LOCAL LAND CHARGES  
FROM: LEGAL DEPARTMENT  
SUBJECT: 100a Nottingham Road Site Hucknall  
DATED: 30 October 2014

Would you please register the above Sec 106 Agreement  
between:

- 1 Ashfield District Council
- 2 Stephen Wayne Smith and Elizabeth Ann Alexandra Smith

AS A LOCAL LAND CHARGE.

I enclose a copy of the deed for your attention.



Robert Illsley Legal Executive

Legal Department

THIS AGREEMENT is made the 30 day of October 2014

BETWEEN:

(1) ASHFIELD DISTRICT COUNCIL of Council Offices Urban Road Kirkby in Ashfield Notts NG17 8DA ("the Council")

(2) STEPHEN WAYNE SMITH and ELIZABETH ANN ALEXANDRA SMITH both of 100 Nottingham Road Hucknall Nottingham NG15 7QE ("the Owner")

#### BACKGROUND

- 1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is located
- 2) The Owner is the freehold owner of the Site registered with Title Absolute in part under Title Number NT9634 free from incumbrances
- 3) The Owner has submitted the Application to the Council and the Council has agreed to grant the Planning Permission subject to the completion of this Agreement
- 4) The Council requires and it is the purpose of this Agreement to secure a contribution towards off-site open space and an education contribution without which the Planning Permission will not be granted
- 5) 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 (subject as mentioned) its successors in title and assigns and with the intention that this Agreement shall bind the owners and occupiers of the Site other than the owners or occupiers of any Residential Units and any service authority and/or utility company
- 6) In this Agreement the following terms shall have the following meanings:

"the Act" means the Town and Country Planning Act 1990 (as amended)

"the Application"	means the Application for planning permission made under the Council's reference V/2014/0443
"the Commencement Date"	means the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56 of the Act excluding any operations relating to the demolition of any existing buildings or clearance of the Site, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions -temporary means of enclosure, the temporary display of site notices or advertisements.
"Completed/ Complete"	means any dwelling which has been plastered out and is capable of being occupied with the minimum amount of finishing required including the final fix of bathroom and kitchens.
"Development"	means the development of the Site for housing as set out in the Planning Permission
"Education Authority"	means Nottinghamshire County Council or such other Local Government Authority or Public body

as shall for the time being have the statutory duty to provide compulsory state education within the district of Ashfield

"Education Contribution" means the sum of £22,910.00 index linked

"Education Need" means the provision of primary places at the Primary School necessitated by the Proposed Development

"Index" means the All Items Retail Prices Index published by the Office for National Statistics contained in the monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor or in the case of Education Contribution means Public Tender Price Index as published by the Department of Business Enterprise and Regulatory Reform or such other index as may from time to time be published in substitution thereof

"Index Linked" means such increase or decrease to sums payable to the Council under this Agreement on an annual basis or pro rata per diem from the date of grant of the Planning Permission until such time that payment of any sums

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

"Interest" means the Interest Rate referred to in Clause 22

"the Open Space Contribution" means £3,000.00 (three thousand pounds) Index Linked per Residential Dwelling constructed in accordance with the Planning Permission as a contribution to the off site open space works in the vicinity of the Development as set out in the Second Schedule

"the Plan" means the Plan annexed hereto

"the Planning Permission" means the outline planning permission which may be granted pursuant to the Application a draft of which is attached to this Agreement in the Third Schedule

"Repayment Interest" means the Libor Rate for the time being in force

"Residential Unit" means a dwelling (including a house flat or maisonette) to be constructed

on the Site pursuant to the Planning Permission

"the Site"

means ALL THAT freehold property registered in part under title number NT9634 situate at the and known as No 100 Nottingham Road Hucknall Nottingham as shown edged red on the Plan

- 7) Where the context so admits:-
- (a) the masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa;
  - (b) save as expressly provided in this Agreement or where to construe otherwise would be inconsistent with the requirements or provisions of the same covenants, restrictions, liabilities, obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally;
  - (c) reference to "the Owner" in this Agreement shall include its successors in title and assigns and all persons deriving title under them except as stated in paragraph (5) and in operative clause 6 and where otherwise expressly provided;
  - (d) a covenant, restriction, liability or obligation by any party to this Agreement not to do something shall be construed as including a covenant, restriction or obligation not to permit or knowingly suffer it to be done by a third party;
  - (e) reference to any statutory or other body or to the Head of Planning and Regulatory Services or Group Manager Planning shall include reference to its successors in function;
  - (f) reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement;
  - (g) reference to Statutes Acts Orders Directions Regulations and Instruments includes (where appropriate) reference to their amendments and replacements

## OPERATIVE CLAUSES

1. This Agreement is made pursuant to Section 106 of the Act and this Agreement and the covenants restrictions liabilities and obligations contained in this Agreement or agreed or completed pursuant to it are planning obligations for the purposes of that section which are enforceable by the Council.
2. In so far as any of the covenants, restrictions, liabilities and obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Sections 111 and 120 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the parties hereto to enter into the Agreement and in consideration of the covenants, restrictions, liabilities and obligations hereinafter contained
3. The covenants, restrictions, liabilities and obligations in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Agreement or to construe otherwise would be inconsistent with the requirements of any such covenants
4. The Owner covenants with the Council so as to bind the Site and each and every part thereof to carry out and comply with the covenants restrictions liabilities and obligations contained mentioned or referred to in the First Schedule
5. The Council covenant with the Owner to comply with their respective obligations set out in the Second Schedule
6. No person shall be liable for any breach of the covenants, restrictions, liabilities or obligations contained in this Agreement occurring after they have parted with all of their interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to their liability for any subsisting breach prior to parting with such interest
7. For the avoidance of doubt it is agreed and declared that if the Planning Permission shall expire before the Commencement Date or be quashed as a result of legal proceedings, then this Agreement shall forthwith determine and cease to have effect

8. All notices, approvals, consents or other documents to be served on or by the Council under the provisions of this Agreement shall as appropriate be issued by or served on the Head of Planning or Group Manager Planning of the Council as appropriate.
9. Any approval required pursuant to this Agreement must not be unreasonably withheld or delayed
10. Anything in this Agreement which has to be done to the Council's satisfaction must be done to the Council's reasonable satisfaction and in the case of any provision of this Agreement which requires confirmation (by whatever name) of such satisfaction (or reasonable satisfaction) by the Council the parties agree that the same shall not be unreasonably delayed or refused
11. Nothing in this Agreement shall be construed or implied so as to prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all Statutes Byelaws Statutory Instruments Orders or Regulations or in the exercise of their statutory functions
12. This Agreement shall be registered as a Local Land Charge
13. Unless expressly stated otherwise, nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999
14. Unless otherwise specifically indicated in this Agreement or to construe otherwise would be inconsistent with the requirements of this Agreement, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
15. No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default
16. Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if both parties shall agree on one or in default of agreement to a single arbitrator to be nominated (upon the



application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996

17. All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable
18. It is hereby agreed that none of the terms obligations and covenants in this Agreement shall to any degree be binding upon or enforceable against:-
  - a) any owner of an interest in any part of the Site who occupies that part as a Residential Unit; and or
  - b) any owner of an electricity sub-station and or gas governor site and or pumping station or other service supply installationand such persons are not to be treated as a person deriving title from the Owner for the purposes of Section 106(3) of the Act
19. Any variations of the terms of this Agreement (other than minor amendments or variations of a transitory nature not affecting the nature or extent of liability hereunder) may be evidenced only by a supplemental deed executed as a deed of variation by the parties unless the Council otherwise indicates in writing and a copy of any supplemental agreement shall be sent to the Council for the purpose of amending the Local Land Charges Register
20. This Agreement is governed by and interpreted in accordance with the law of England and Wales
21. The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated
22. If the owner fails to make any payment due to any other party under this deed by the due date for payment then without limiting such other party's remedies the Owner shall pay interest on the overdue amount at the rate of 8% per annum, such interest rate shall accrue on a daily basis from the due date of actual 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 the First Schedule of this deed

23. The Council shall use its reasonable endeavours to resist any attempt by others to seek an order for revocation or modification of the Planning Permission provided always that the Council can resist such attempts(s) without fettering its discretion or affecting the proper exercise of its statutory duties including those under 1990 Act and the Conservation of Habitats and Species Regulations 2010 in the event that the Planning Permission is revoked or modified pursuant to the review provisions in Regulation 69 of the Conservation of Habitats and species Regulations 2010 and S.97 of the 1990 Act if the Owners apply to the Council for compensation pursuant to S.107 of the 1990 Act the owners further covenant that 7 days after the date of any award of, or agreement to pay statutory compensation award or agreed, by way of indemnity to the District Council

#### THE FIRST SCHEDULE

##### The Owners Obligations

1. For the purposes of monitoring compliance with this Agreement the Owner shall:
  - 1.1 give the Council notice in writing within 14 days of the Commencement Date that Development has commenced on the Site
  - 1.2 notify the Council in writing of the total number of the Completed Residential Units comprised in the Development in respect of any part of the Site in its ownership each and every month from the first Completed Residential Unit on the Site
2. The Owner shall pay to the Council on completion of this Agreement the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation and completion of this Agreement amounting to £495.00
3. The Owner shall:
  - 3.1 not Complete or cause or permit to be Completed (disregarding any show houses or sales offices) more than 50% (fifty percent) of the Residential Units to be built in accordance with the

Planning Permission unless payment has first been made to the Council the Open Space Contribution in accordance with paragraph 3.2

3.2 pay the Open Space Contribution to the Council prior to the Completion of 50% (fifty percent) of the Residential Unit on the Site in accordance with the Planning Permission

4. The Owner shall:

4.1 not Complete or cause or permit to be Completed (disregarding any show houses or sales offices) more than 50% of the Residential Units to be built in accordance with the Planning Permission unless payment has been made to the Council of the Education Contribution in accordance with paragraph 4.2

4.2 pay the the Education Contribution to the Council prior to the Completion of 50% Residential Unit on the Site in accordance with the planning permission

## THE SECOND SCHEDULE

### The Council's Obligations

1.1.1 To use the Open Space Contribution as follows:-

(a) The Sum of £1000 of every £3000 contribution towards improvement to Lime Tree Recreation Ground and

(b) The sum of £2000 of every £3000 contribution towards Public Realm Works at Hucknall Town Centre

1.1.2 To provide to the Owner on request evidence as to how much of and how the Open Space Contribution has been spent expended or allocated

1.1.3 To refund the Owner (or otherwise the real or corporate person who has paid the Open Space Contribution to the Council) such part of the Open Space Contribution as has not been allocated committed or expended in accordance with paragraph 1.1.1 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

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

### THE THIRD SCHEDULE

Where in this Agreement reference is made to the Education Contribution the following provisions shall apply to such payment:-

1. Any Education Contribution received by the Council shall be ring fenced and be spent only in accordance with the National Planning Policy Framework following provisions of this Schedule
2. The Council will work in Conjunction with the Education Authority to procure that capital expenditure is undertaken by the Education Authority to make provision for the Education Need. The Council at its sole discretion will agree with the Education Authority a programme of works to address the Education Need but will, if at any time requested by the owner in writing, advise the Owner of any works agreed pursuant to this paragraph
3. As soon as the Council is satisfied that the Education Authority has let a contract for work to meet the Education Need or has otherwise entered into a binding commitment to meet it the Council may in its absolute discretion release to the Education Authority a sum from the amounts(s) ring fenced by the Council to meet the Education Need up to an amount which the Council in its absolute discretion is satisfied that the Education Authority has committed to meet the Education Need
4. Where the Council has received more than one Education Contribution in respect of the same Education Need, whether from the Owner or the other owners of sites which also give rise to the same Education Need, the Education Contributions received by the Council shall be applied by them in payment to the Education Authority in the order in which they were received by the Council
5. If any Education Contribution has not been paid by the Council to the Education Authority by the fifth anniversary of the date on which the Education Contribution was made then upon receipt by the Council of written notice of the Owner requiring the Education Contribution to be paid the



*G.L. Marshall*  
CHAIRMAN

*[Handwritten Signature]*

AUTHORISED OFFICER

**Section 106 Agreement - V/2014/0340**  
100 Nottingham Road  
Hucknall



**Ashfield**



**ASHFIELD DISTRICT COUNCIL**

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

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

**Ashfield****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  
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/2014/0443**

Location of Development: **Hucknall Day Nursery 100 Nottingham Road  
Hucknall  
Nottingham  
NG15 7QE**

Description of Development: **Outline Application for Residential Development  
with All Matters Reserved**

Applicant Name: **Mrs E Smith**

Date:

**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) Access
  - (e) 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. 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. 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.

**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 the development is constructed to adoptable standards.

**INFORMATIVE**

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](mailto:rachel.hoskin@naturalengland.org.uk)
3. 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](http://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](http://www.groundstability.com)
4. 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.
5. 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.
6. 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.
  7. 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.
  8. 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
  9. The hedgerow which forms the perimeter boundary of the application site is considered a feature which should be retained as part of any future proposal where possible.
  10. This permission shall be read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act 1990 and dated <<...>>.

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

Council shall repay it with Repayable Interest to the Owner (which for the purposes of this and the next following paragraph only shall mean the owner by whom the Education Contribution is made and not its successors in title). For the avoidance of doubt, any sum paid out of an Education Contribution by the Council to the Education Authority after the fifth anniversary of its payment but before the Council is served with written notice pursuant to this paragraph, any amount actually paid by the Council to the Education Authority before receipt of such notice shall not have to be repaid to the Owner

6. At any time prior to the fifth anniversary of the making of an Education Contribution the Council shall upon written request by the Owner supply to the Owner reasonable short particulars of any payments made by the Council to the Education Authority from that Education Contribution pursuant to the provisions of this Schedule provided that the Council shall be under no further obligation to any such request after they have given sufficient particulars pursuant to this paragraph showing that the whole of the Education Contribution has been expended

#### THE FOURTH SCHEDULE

##### Draft Form of Notice of Planning Permission

Planning Permission reference V/2014/0443 in the draft form annexed to this Agreement to be issued pursuant to the Application

IN WITNESS WHEREOF these presents have been duly executed as a Deed by the Parties hereto the day and year first before written

32932



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

)  
)  
)

*G E Maxwell*

Chairman

*[Signature]*  
- 12 -  
AUTHORISED OFFICER

EXECUTED as a DEED by  
STEPHEN WAYNE SMITH  
In the presence of

R. BRIGGS - R. Briggs  
Hillside Cottage, EDINGLEY  
NEWARK Notts, NG22 8BU

) J. W. Hill 24/10/2014

EXECUTED as a DEED by  
ELIZABETH ANN ALEXANDRA SMITH  
In the presence of

R. BRIGGS, R. Briggs  
Hillside Cottage, EDINGLEY  
NEWARK - Notts, NG22 8BU.

) E. Smith 24/10/14.

DATED 30 October 2014

ASHFIELD DISTRICT COUNCIL

and

MR & MRS S W SMITH

AGREEMENT

(under S106 of the Town and Country Planning Act 1990)

(under S106 of the Town and County Planning Act 1990)  
re Residential Development at 100 Nottingham Road Site Hucknall  
Nottingham

Ruth Dennis  
Ashfield District Council  
Civic Centre  
Chesterfield Road South  
Mansfield  
Notts  
NG19 7BH