



## DISCLAIMER

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THIS UNDERTAKING is given the 6<sup>th</sup> day of December 20 12

BY:

- (1) **RALPH MILLWARD & JENNIFER MARGARET MILLWARD** of Pond Cottage, Butterfield Lane, Brackenfield, Alfreton, Derbyshire, DE55 6AN ('Mr and Mrs Millward')
- (2) **RICHARD BROOKS WEBSTER** of Hollins Farm, Wheatcroft, Matlock, Derbyshire ('Mr Webster')
- (3) **JOHN KENNETH SHAW** of Little Hammett, St Neot, Liskeard, Cornwall, PL14 6QH, **MARALYN SUSAN ANGUS** of Little Walden, Winchester Street, Chilbolton, Winchester, Hampshire, SO20 6BQ, **PAMELA SHAW** of 23 Farm Close, East Bridgford, Nottingham, NG13 8LN & **COLIN RICHARD SHAW** of 19 Elm Avenue, Beeston, Nottingham, NG9 1BU ('the Shaw Family') (together with Mr and Mrs Millward and Mr Webster 'the Owner')

1. **Definitions**

IN THIS UNDERTAKING the following words and phrases shall have the following meaning:-

- 1.1 "the Act" means Town and Country Planning Act 1990 (as amended) and terms not otherwise defined in this Undertaking have the meaning ascribed to them in the Act unless a contrary intention appears
- 1.2 "Affordable Housing Units" means the Dwellings to be constructed on the Application Site which are designated as the Affordable Housing Units in any approval given to a Subsequent Application and which shall be provided by the Owner in accordance with the terms of Clause 6 and the Second Schedule
- 1.3 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Undertaking and where this Undertaking requires any matter to be approved by the Council such approval shall not be unreasonably withheld or delayed

- 1.4 "the Recreational Land" means the land for the purposes of identification only edged blue on Plan 2
- 1.5 "the Appeal" means the appeal referred to in Clause 2.7 below.
- 1.6 "the Application" means the Planning Application dated 23<sup>rd</sup> September 2011 in respect of the Proposed Development to which has been allocated the Council's Planning Application Reference No. 2011/0503
- 1.7 "the Application Site" means the land for which planning permission is sought to carry out the Proposed Development and which is shown for the purposes of identification only edged red on Plan 1
- 1.8 "the Blue Land" means that part of the Application Site which is shown for the purposes of identification only shaded blue on Plan 1
- 1.9 "the Council" means Ashfield District Council of Council Offices, Urban Road, Kirkby-in-Ashfield, Nottinghamshire, NG17 8DA
- 1.10 "the Drainage Land" means that part of the Application Site edged and hatched green on Plan 2.
- 1.11 "Dwelling(s)" means (a) separate residential unit(s) and shall include both Affordable Housing Unit(s) and non-Affordable Housing Unit(s)
- 1.12 "Ecological Report" means a report dated 24<sup>th</sup> February 2012 prepared by EMEC Ecology in respect of the Recreational Land
- 1.13 "the Green Land" means that part of the Application Site which is shown for the purposes of identification only shaded green on Plan 1
- 1.14 "the Obligations" means the planning obligations contained or referred to in Clause 6 and the Schedules to this Undertaking
- 1.15 "the Orange Land" means that part of the Application Site which is shown for the purposes of identification only shaded orange on Plan 1



- 1.16 "Plan 1" means the plan attached to this Undertaking and marked for identification purposes as 'Plan 1'
- 1.17 "Plan 2" means the plan attached to this Undertaking and marked for identification purposes as 'Plan 2'
- 1.18 "Plan 3" means the plan attached to this Undertaking and marked for identification purposes as 'Plan 3'
- 1.19 "the Planning Permission" means the grant of Planning Permission pursuant to the Appeal
- 1.20 "the Management Scheme" means the scheme for the initial and future management of the Recreational Land to be produced in accordance with Paragraph 1 of the Third Schedule
- 1.21 "the Management Scheme Payment" means the payment to be made pursuant to paragraph 2 of the First Schedule of this Undertaking
- 1.22 "the Recreational Land Maintenance Payment" means the payment to be made pursuant to paragraph 4 of the First Schedule of this Undertaking
- 1.23 "the Hedge Planting Payment" means a payment to be made pursuant to paragraph 3 of the First Schedule of this Undertaking
- 1.24 "the Proposed Development" means a residential development for a maximum of 230 dwellings including access and associated development as more particularly described in the Application
- 1.25 "Registered Provider" means a provider of social housing for the time being entered on the register of providers of social housing maintained pursuant to Section 111 of the Housing and Regeneration Act 2008
- 1.26 "Social Rented Housing" means rented housing owned and managed by Registered Providers, for which guideline target rents are determined through the national rent regime or provided under equivalent rental arrangements agreed by the local authority or with

the Housing Corporation as a condition of grant funding

- 1.27 "Intermediate Housing" means housing at prices and rents above those of social rent, but below market price or rental, and including shared equity/ownership products (e.g. Homebuy), or other low cost homes for sale and intermediate rent.
- 1.28 "a Subsequent Application" means any application for the approval of reserved matters following the issue of the Planning Permission
- 1.29 "Plan 4" means the plan attached to this Undertaking and marked for identification purposes as 'Plan 4'

## 2. Recitals

WHEREAS:-

- 2.1 Mr and Mrs Millward are registered at H.M. Land Registry as the proprietor of the Green Land with title absolute under title number NT250453
- 2.2 Mr Webster is registered at H.M. Land Registry as the proprietor of the Blue Land with title absolute under title number NT245030
- 2.3 The Shaw Family are registered at H.M. Land Registry as the proprietor of the Orange Land with title absolute under title number NT76540
- 2.4 The Owner has submitted the Application
- 2.5 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Application Site is situated
- 2.6 The Council's Local Plan Review adopted in November 2002 contains inter alia Policy HG6 (Public Open Space) and TR6 (Transport Provision) and the Council has adopted a Supplementary Planning Document entitled 'Affordable Housing' in July 2009



2.7 The Council resolved on 28<sup>th</sup> March 2012 to refuse consent for the Proposed Development in accordance with the Application

2.8 The Owner has on the 30<sup>th</sup> July 2012 lodged an appeal against the refusal of consent for the Proposed Development with the Planning Inspectorate to which has been allocated appeal number APP/W3005/A/12/2179635/NWF.

2.9 The Owner has agreed to give the Undertakings in the form of this Deed as a planning obligation to be taken into consideration by the Secretary of State determining the Appeal.

3. **Enabling Powers**

The Owner gives this Undertaking under and pursuant to Section 106 of the Act.

4. **Planning Obligations**

4.1 The Obligations are planning obligations for the purposes of Section 106 of the Act to the intent that the Obligations shall be binding and enforceable without time limit against the Owner and any persons deriving title from him in the manner specified in Section 106 of the Act.

4.2 The Council is the Authority entitled to enforce the Obligations.

5. **Conditionality**

The Obligations (other than clause 8 hereof which shall take effect upon the execution of this Deed) are conditional upon the issue of the Planning Permission pursuant to the Appeal.

6. **Covenant**

The Owner hereby covenants with the Council pursuant to Section 106 of the Act that the Application Site shall be subject to the Obligations and that the Owner will at his own expense duly carry out and perform the Obligations

**7. Reservations and Declarations**

The Undertaking is given subject to the following matters:

- 7.1 Any reference to the Owner shall where the context so admits include their successors in title and assigns
- 7.2 Words importing one gender shall be construed as importing any gender, and words importing the singular shall be construed as importing the plural and vice versa
- 7.3 No person shall be liable for breach of covenant contained in this Undertaking after he shall have parted with all interest in the Application Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 7.4 If the Planning Permission having been granted shall expire before the Proposed Development is begun, or shall at any time be revoked, this Undertaking shall forthwith determine and cease to have effect
- 7.5 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the one relating to the Proposed Development as specified in the Application) granted after the date of this Undertaking
- 7.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
- 7.7 Provided that 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 (but provided always that the District Council may lawfully resist such attempt(s) without fettering its discretion or affecting the proper exercise of its statutory duties including those under the Act and the Conservation of Habitats and Species Regulations 2010) in the event that the Planning Permission is modified or revoked pursuant to the review provisions in Regulation 69 of the Conservation of Habitats and Species Regulations 2010 and s.97 of the Act the Owner shall not apply to the Council for compensation pursuant to s.107 of the Act in respect of such revocation or modification

7.8 The Undertaking is a Local Land Charge and shall be registered as such

7.9 The Obligations shall not be enforceable against:

7.9.1 the buyers or occupiers of a single Dwelling erected on the Application Site pursuant to the Planning Permission; or

7.9.2 a statutory undertaker after a transfer of the statutory apparatus and / or any land within the Application Site upon or in which the statutory apparatus is situated or is to be situated by the Owner to that statutory undertaker

7.10 Any sums paid to the Council pursuant to the First Schedule shall be held by them in an interest bearing account and shall be applied solely for the purposes as specified in the relevant corresponding provisions of the First Schedule

7.11 If any of the sums paid to the Council pursuant to paragraphs 4 and 7 of the First Schedule have not been spent within 16 years of the date of payment or if any of the sums paid to the Council pursuant to paragraphs 1, 2, 3, 5 and 6 of the First Schedule have not been spent within 5 years of the date of payment in respect of paragraphs 1, 2, 5 and 6 and within 5 years of the date of completion of the access road shown edged in green on Plan 3 in respect of paragraph 3, such unspent sums shall be repaid together with interest to the person who paid the sums to the Council



8. **Costs**

The Owner shall on the execution of this Undertaking pay the Council's costs incurred in the preparation and settlement of this Undertaking in the sum of £4,300

9. **Severance**

If any term of this Deed is found by the Secretary of State for Communities and Local Government, any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Deed and this shall not affect the remainder of this Deed which shall continue in full force and effect PROVIDED THAT if the obligation on the Owner at paragraph 7 the First Schedule or the obligation on the Owner at paragraphs 2 and/or 4 of the First Schedule is severed from the remainder of this Deed the Council shall not be obliged to accept a transfer of POS pursuant to paragraph 7 of the Third Schedule or accept a transfer of the Recreational Land pursuant to Paragraph 3 of the Third Schedule respectively

**IN WITNESS** whereof the parties have executed this Undertaking as a Deed the day and year first before written

## **FIRST SCHEDULE**

### **THE FINANCIAL CONTRIBUTIONS**

There shall be paid to the Council:

1. Prior to the Commencement of Development for improvement of integrated transport provision in the vicinity of the Application Site the sum of ONE HUNDRED AND EIGHTEEN THOUSAND FOUR HUNDRED POUNDS (£118,400.00)
2. In accordance with Paragraph 4 of the Third Schedule as a contribution the cost to the Council of carrying out the initial improvement work required by the Management Scheme on the Recreational Land the sum of SIXTY THOUSAND POUNDS (£60,000.00)
3. In accordance with Paragraph 4 of the Third Schedule for the planting of new hedging on the Recreational Land contiguous to the new road to be constructed between the points marked C and D on Plan 3 the sum of TWENTY-SEVEN THOUSAND SIX HUNDRED POUNDS (£27,600.00)
4. In accordance with Paragraph 4 of the Third Schedule for the maintenance of the Recreational Land the sum of TWO HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£225,000.00)
5. Prior to the first occupation of the 25<sup>th</sup> Dwelling anywhere on the Application Site for the laying of a permeable surfacing and the construction of a gate at the entrance to Skegby Hall Historic Park and Gardens at the point marked Z on Plan 3 the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500.00)
6. Prior to the first occupation of the 100<sup>th</sup> Dwelling anywhere on the Application Site for the provision of play equipment on the Council's Stoneyford Road recreation area the sum of ONE HUNDRED THOUSAND POUNDS (£100,000.00)
7. Prior to the first occupation of the 100<sup>th</sup> Dwelling anywhere on the Application Site for the maintenance of play equipment on the Council's Stoneyford Road



recreation area and the POS the sum of THIRTY THREE THOUSAND ONE HUNDRED AND TWENTY POUNDS (£33,120.00)

8. Where any amount is payable pursuant to the provisions of this First Schedule the amount to be paid shall be adjusted for inflation in accordance with the following formula :-

$$(P \div A) \times B$$

Where:-

P = the amount payable pursuant to paragraphs 1, 2, 3, 4, 5, 6 and 7 of this First Schedule as the case may be

A = the 'all items' figure of the Retail Prices Index published by the Office for National Statistics or any successor body (the 'RPI figure') in respect of the month in which Planning Permission is granted

B = the RPI figure for the month in which the relevant payment is made or (if earlier) falls due to be made

But so that if at any time B shall be less than A the amount payable pursuant to the relevant paragraphs as the case may be shall nevertheless be paid in full without reduction

*PROVIDED ALWAYS that:*

- (a) if such sum or any part thereof shall not be paid on or before its due date for payment in accordance with Schedule 1 or Schedule 3 (as applicable) ("the Due Date") it shall carry interest at 8% per annum over the Base Lending Rate for the time being of Barclays Bank plc from the Due Date until actual payment; and
- (b) if any payment due under this Agreement is to be paid prior to the first occupation of a particular Dwelling, no more than the number of Dwellings which is the trigger for that payment may be occupied until that payment has been made

## SECOND SCHEDULE

### AFFORDABLE HOUSING OBLIGATIONS

1. Subject to the provisions of this Schedule the Owner shall in every Subsequent Application make provision for not less than 10% of the Dwellings to be provided in the Proposed Development to be constructed as Affordable Housing Units (comprising a reasonable mix of two bedroomed and three bedroomed houses and two bedroomed bungalows) and if approval is given to any Subsequent Application containing any Dwellings designated as Affordable Housing Units then these Dwellings shall be constructed in accordance with the plans submitted with the Subsequent Application or varied following the Subsequent Application with prior written approval of the Council and the Owner may not dispose of such Dwellings save in accordance with the following terms of this Schedule
2. All Affordable Housing Units shall be provided with a vehicular access foul and surface water sewers and water gas electricity and telecommunication service systems linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the remainder of the Proposed Development and connected ultimately to highways and sewers maintainable at the public expense.
3. The Owner shall not permit the first occupation of more than 50% of the non-Affordable Housing Units to be built pursuant to any Subsequent Application until the Affordable Housing Units to be erected pursuant to that Application have been transferred in accordance with clause 4 to a Registered Provider drawn from a list of Registered Providers approved in writing by the Council
4. The transfer(s) to the Registered Provider shall be in a form approved by the Council's Solicitor and on terms that will ensure that 75% of the Affordable Housing Units are made available as Social Rented Housing with the remaining Affordable Housing Units being provided by way of Intermediate Housing



5. Beginning not later than the date of Commencement of the Proposed Development the Owner shall enter into negotiations with a Registered Provider or Providers drawn from the Council's approved list or such other Registered Provider(s) as may be approved in writing by the Council for the transfer to that Registered Provider or Providers of the Affordable Housing Units. The negotiations shall be pursued by the Owner in good faith and details shall be supplied to the Council upon written request.
6. Provided always that the Owner shall have complied with clause 5 in respect of the Subsequent Application but no approved Registered Provider has been approved by the Council or no Registered Provider is willing to take a transfer of the Affordable Housing Units by the date when 50% of the non-Affordable Housing Units have been occupied the restrictions on transfer of the non-Affordable Housing Units contained in clause 3 may be varied by the Owner giving written notice to the Council that with effect from the date of such notice the provisions of clause 7 following shall apply instead of the said clause 3
7. From the date of a notice given pursuant to clause 6 the Owner may transfer the Affordable Housing Units to any Registered Provider and upon such terms as the Council may agree and upon the making of such a transfer the restrictions on occupation of the non-Affordable Housing Units shall cease
8. If not less than six months have elapsed from the giving of a notice pursuant to clause 6 and the Owner shall have been unable to transfer any of the Affordable Housing Units pursuant to clause 7 the Owner shall then be free to make first disposal of dispose of such units to
  - 8.1. a Registered Provider on such terms as may be agreed between the Owner and the Registered Provider; or
  - 8.2. the Council; or
  - 8.3. any other organisation or body whose principal business is the provision of affordable housing on such terms as may be agreed between the Owner and that body; or

8.4. a person or persons approved by the Council as being on the housing register for the time being of the Council or in need of housing accommodation of the type which it is proposed to transfer to him and always provided that any transfer made pursuant to this sub-clause 8.4 is of the freehold interest and on the following terms:

8.4.1. the maximum price payable to the Owner in respect of the sale of an Affordable Housing Unit shall not exceed 75% of the Open Market Value as certified by a Surveyor drawn from a list prepared by the Council or in default of preparing or maintaining such a list who practices within a 15 mile radius of the Application Site

8.4.2. The transfer to a person specified in this sub-clause 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that

8.4.2.1. no subsequent transfer shall take place within the said period of thirty years save a disposal of the freehold or leasehold interest in the Affordable Housing Unit at a price or premium which does not exceed 75% of the market value of the said Unit at the date of disposal as certified by a Valuer or Surveyor in the manner described in 8.4.1, and

8.4.2.2. no letting of the Affordable Housing Unit shall take place within the said period except at a rental not exceeding 75% of the market rental income for a property of that type as certified by a Valuer or Surveyor in the manner above described

8.4.3. The transfer to a person specified in this clause 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that the transferee and any future transferees of the Affordable Housing Unit will procure a direct covenant from each successive transferee in favour of the Council to observe and



perform all of the covenants specified in this sub-clauses 8.4 and all of its sub-sub-clauses and sub-sub-sub-clauses

- 8.4.4. The transfer to a person specified in this sub-clause 8.4 shall contain a covenant binding on the transferee and all subsequent transferees for a period of thirty years from the date of the first transfer by the Owner that the transferee and any future transferees of the Affordable Housing Unit will on each transfer of the Affordable Housing Unit apply to the Chief Land Registrar for the following Restriction to be entered in the Register of the title in the property:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the applicant for registration or his conveyancer that provisions of paragraph 8.4 of the Third Schedule an Undertaking dated [ ] and made under Section 106 of the Town and Country Planning Act 1990 between Ralph & Jennifer Millward (1), Richard Brooks Webster (2) and John Kenneth Shaw, Maralyn Susan Angus, Pamela Shaw and Colin Richard Shaw (3) have been complied with"

- 8.4.5. Nothing in the Transfer shall operate to restrict delay limit or prevent the immediate occupation or disposal of any Affordable Housing Units to or by a person and those living with him where such occupation or disposal arises as a result of a Court Order or any other statutory provision or presumption or will or intestacy but subject always to the strict compliance by any transferee of the legal estate with the provisions of this sub-clause 8.4 before any further disposal for value of the legal estate takes place

- 9 If not less than twelve months have elapsed from the giving of a notice pursuant to clause 6 the Owner may dispose of the freehold interest in any of the Affordable Housing Units to any person (whether or not that person qualifies with the requirements of sub-clause 8.4) provided that the transfer to him complies in all respects with the requirements of the said sub-clause 8.4, its sub-sub-clauses and sub-sub-sub-clauses

10 If at any stage the Owner and the Council so agree any of the Affordable Housing Units may be sold in the open market without restriction and the Owner shall be entitled to retain the proceeds of sale therefrom save that the Owner shall pay to the Council not later than 14 days from the date of the legal completion of the relevant sale a sum equal to 40% of the agreed value of the Unit inclusive of standard fixtures and fittings but disregarding the value of any additions made thereto or extras included by the Owner as part of the sale and always provided that

10.1 Any sums paid to the Council pursuant to clause 10 shall be held by them in an interest bearing account and shall be applied solely for the purpose of providing affordable housing be it for rental shared ownership or discounted market sale within the District of Ashfield

10.2 If any of the sums paid to the Council for the purpose of providing affordable housing have not been spent within 10 years of the date of the last such payment then those such sums shall be repaid together with interest to the person who paid the sums to the Council and where there is more than one such person the sums paid by each shall be clearly identifiable whether held in the same account or not

11 The covenants within this Schedule are not intended to and will not bind:

11.1 any person owning the freehold or leasehold of an individual Affordable Housing Unit including any mortgagee of any such person save where an Affordable Housing Unit is acquired by such person pursuant to the provisions of paragraphs 8 and 9 above in which case the restrictions in paragraphs 8 and 9 shall apply; or

11.2 a tenant of an individual Affordable Housing Unit exercising a right to buy or right to acquire pursuant to any statutory right to acquire;

11.3 any mortgagee in possession exercising a power of sale under their mortgage or any purchaser from or successor to such mortgagee or any receiver appointed by such mortgagee in possession



## THIRD SCHEDULE

### PART ONE

1. No Development anywhere on the Application Site shall be Commenced until a management scheme for preserving and enhancing the natural habitats on the Recreational Land and the Drainage Land has been prepared for the Owner and agreed by the Council in accordance with the recommendations of Section 6 of the Ecological Report ('the Management Scheme').
2. No dwelling anywhere on the Application Site shall be first occupied until:
  - 2.1 the existing informal footpath that links Brierley Forest Park to Skegby Hall Historic Park and Gardens and lies on the northern side of the watercourse through the Recreational Land shall have been repositioned on the southern side of the watercourse along approximately the alignment shown on Plan 3, and
  - 2.2 Two footbridges of a type similar to the construction shown in the photograph at appendix 1 shall have been installed over the stream at the points shown marked A and B on the Plan 3
  - 2.3 All work necessary on the Drainage Land to facilitate a sustainable urban drainage scheme on the Application Site which may be required as a condition of the Planning Permission has been completed
3. No dwelling anywhere on the Application Site shall be first occupied until, following completion of the work required by paragraph 2 above to the reasonable satisfaction of the Council, the Owner has transferred the freehold interest with Title Absolute of the Recreational Land to the Council such transfer to contain covenants by the Council to benefit the Application Site to the following effect:-
  - 3.1 The Recreational Land shall be used solely as an area for informal public recreation
  - 3.2 The Council shall take reasonable steps to ensure that use of the Recreational Land shall not give rise to a statutory nuisance affecting existing or proposed residential occupiers of the Proposed Development

3.3 No development shall take place on the Recreational Land other than for the purpose of protecting it as an area for informal public recreation and use its reasonable endeavours to maintain the Recreational Land in a state of good repair and condition

and if at the date of transfer the Recreational Land cannot be reached by direct access over adopted highways the transfer shall also contain sufficient rights of access on foot and by vehicles to enable public access to the Recreational Land from the nearest public highway.

4. On the date of transfer the Owner shall pay to the Council

4.1 The Management Scheme Payment

4.2 The Recreational Land Maintenance Payment

4.3 The Hedge Planting Payment

5. The Owner shall also on the date of transfer pay the reasonable and proper legal costs of the Council relating to the transfer of the Recreational Land.

## PART TWO

6. No Development anywhere on the Application Site shall Commence until one or more Subsequent Applications has or have been approved by the Council which (collectively) make(s) provision within the part of the Application Site as shown coloured green on Plan 4 attached to this Deed, or such other land as may be agreed in writing between the Owner and the Council, for not less than 0.74 hectares of public open space ('the POS') and which further make(s) provision on that public open space or (partly or wholly) in an alternate location on the Recreational Land for a kickabout area to a specification agreed by the Council ('the Kickabout Specification') which for the avoidance of doubt may be or be contained in (wholly or in part) any relevant landscape Condition in the Planning Permission or any consent given to a Subsequent Application. Thereafter the public open space and the kickabout area shall be laid out by the Owner in accordance with the requirements of the Kickabout Specification.



7. Following completion of the work required by paragraph 2 above to the reasonable satisfaction of the Council, the Owner shall offer in writing to transfer the POS to the Council and if the Council shall accept the offer in writing at any time not later than six months after it was made the Owner will transfer the freehold interest with Title Absolute to the Council such transfer to contain covenants by the Council to benefit the Application Site to the following effect:-

7.1 The POS shall be used solely as a an area for public open space

7.2 The Council shall take reasonable steps to ensure that use of the POS shall not give rise to a statutory nuisance affecting existing or proposed residential occupiers of the Proposed Development and use its reasonable endeavours to maintain the Recreational Land in a state of good repair and condition

7.3 No development shall take place on the POS other than for the purpose of protecting it as an area for public open space

and if at the date of transfer the POS cannot be reached by direct access over adopted highways the transfer shall also contain sufficient rights of access on foot and by vehicles to enable public access to the POS from the nearest public highway.

8. The Owner shall also on the date of transfer pay the reasonable and proper legal costs of the Council relating to the transfer of the POS.

### PART THREE

9. Not more than twenty five dwellings anywhere on the Application Site may be first occupied until:

9.1 a timber gate to a specification to be agreed by the Council but in any event not less than 5 metres wide has been erected on the boundary of the Application Site at a location to be agreed with the Council but between the points marked X and Y on Plan 3, and

9.2 a right of way in a form approved by the Council's solicitor has been granted to the Council (for the benefit of itself and its successors in title to

Skegby Hall) to and through the said gate with agricultural or ground maintenance vehicles or machinery from the nearest adopted highway.



**EXECUTED AS A DEED** by the said

**RALPH MILLWARD**

in the presence of

Witness' signature:

Name (in block capitals):

Address:

**EXECUTED AS A DEED** by the said

**JENNIFER MARGARET MILLWARD**

in the presence of

Witness' signature:

Name (in block capitals):

Address:

**EXECUTED AS A DEED** by the said

**RICHARD BROOKS WEBSTER**

in the presence of

Witness' signature:

Name (in block capitals):

Address:







