



## **DISCLAIMER**

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**Dated:** 20<sup>th</sup> July 2022

- (1) BOLSOVER PROPERTIES LIMITED
- (2) TRUSTEES OF HUCKNALL TOWN FOOTBALL CLUB
- (3) ASHFIELD DISTRICT COUNCIL
- (4) NOTTINGHAMSHIRE COUNTY COUNCIL
- (5) LIDL GREAT BRITAIN LIMITED

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**Planning Agreement**

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Section 106 of the Town and Country Planning Act 1990 (as amended) relating to proposed development on land at Hucknall Town Football Club, Watnall Road, Hucknall, Nottingham NG15 6EY

**THIS AGREEMENT** is made as a Deed the twentieth day of  
Two Thousand and Twenty-Two

**BETWEEN:**

- (1) **BOLSOVER PROPERTIES LIMITED** (Company registration number 00877920) whose registered office address is at Portland Estate Office, Cavendish House, Welbeck, Worksop, Nottinghamshire S80 3LL ("the Owner");
- (2) **NEIL BRETT GATLAND** of Holy Cross Presbytery, Watnall Road, Hucknall NG15 7NJ, **BRIAN HOLMES** of Spinney Lodge, Coach Road, Butterley, Ripley, Derbyshire DE5 3QU and **STEVEN SCOTNEY** of 87 Derbyshire Lane, Hucknall, Nottinghamshire NG15 7GF, the trustees of Hucknall Town Football Club ("the Leaseholder");
- (3) **ASHFIELD DISTRICT COUNCIL** of Urban Road, Kirkby in Ashfield, Nottingham NG17 8DA ("the District Council");
- (4) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham NG2 7QP ("the County Council"); and
- (5) **LIDL GREAT BRITAIN LIMITED** (Company registration number 02816429) whose registered office is at Lidl House, 14 Kingston Road, Surbiton, England, KT5 9NU ("the Developer").

**RECITALS:**

- A. By means of the Planning Application planning permission is sought by the Developer from the District Council to carry out the Development.
- B. The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Application Land is situated.
- C. The District Council is a principal council within the meaning of the Local Government Act 1972.
- D. The County Council is the Highway Authority for the purposes of the Act for the area within which the Application Land is situated.
- E. The Owner is the freehold owner of the Application Land registered at HM Land Registry with title absolute under title number NT549501.
- F. The Leaseholder has a lease dated 9 June 1998 for a term of 50 years from 9 June 1998 and which is registered at HM Land Registry under title number NT330122.
- G. The Developer intends to carry out the Development.
- H. The District Council has resolved to grant the Planning Permission for the Development subject to certain conditions and the completion of this Agreement.
- I. The Owner has agreed to enter into this Agreement with the intent that its interest in the Application Land shall be subject to the covenants and obligations contained herein and with the intention that those covenants and obligations should create planning obligations pursuant to Section 106 of the Act.

- J. The District Council and County Council are satisfied that the provisions of this Agreement and the planning obligations contained herein comply with their respective policies in relation to Section 106 of the Act and are sufficient in respect thereof.
- K. The Highway Owner is the freehold owner of the Highway Land registered at HM Land Registry with title absolute under title number NT549501 and has agreed to enter into this Agreement to allow in certain circumstances the dedication of the Highway Land by entering into the Deed of Dedication with the County Council.
- L. The County Council has agreed to be required in certain circumstances to accept the dedication of the Highway Land by entering into the Deed of Dedication with the Highway Owner.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

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

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

**"Application Land"** means the land shown edged red on **Plan 1**

**"Bus Stops Contribution"** means the sum of Eighteen Thousand Pounds (£18,000.00) Index Linked payable to the County Council in accordance with the provisions of **clause 4.5** towards the improvement of the two bus stops located at AS0416 and AS0417 Football Ground

**"Commencement of Development"** means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development

- (i) trial holes or other operations to establish the ground conditions of the Application Land, site survey work, or works of remediation
- (ii) archaeological investigations on the Application Land
- (iii) any works of demolition or site clearance
- (iv) any structural planting or landscaping works
- (v) ecological or nature conservation works associated with the Development

- (vi) construction of site compounds boundary fencing or hoardings
- (vii) construction of access or highway works or provision of services (including drainage and media)
- (viii) any other preparatory works agreed in writing with the District Council

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

**"Community Transport Contribution"** means the sum of Ten Thousand Pounds (£10,000.00) Index Linked payable to the County Council in accordance with the provisions of **clause 4.7** towards Our Centre

**"Completion of the Football Ground"** means completion of construction in order that the Football Ground is ready for beneficial use

**"Dedication Date"** means the date upon which the Deed of Dedication is completed

**"Deed of Dedication"** means the deed of dedication substantively in the form of the draft attached hereto at **Annex 5** for the dedication by the Highway Owner of the Highway Land as public highway maintainable at the public expense pursuant to the Highways Act 1980

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

**"Ecological Works"** means the relocation of broomrape and wild thyme to the Football Ground in accordance with the provisions of **clause 3.4**

**"Football Ground"** means the football grounds, stands and associated infrastructure, including floodlighting, which has permission pursuant to planning permission V/2018/0586, the location of which is shown edged red on **Plan 3**

**"Highway Land"** means the land in the ownership of the Highway Owner on the south side of Watnall Road and east and west of Aerial Way and forming part of the title registered at HM Land Registry under NT549501 to be dedicated to the County Council for the Highway Purpose and shown edged green on **Plan 2**

**"Highway Owner"** means Bolsover Properties Limited (Company registration number 00877920) whose registered office address is at Portland Estate Office, Cavendish House, Welbeck, Worksop, Nottinghamshire S80 3LL

<b>"Highway Purpose"</b>	means a mitigation scheme to improve highway safety and alleviate congestion on Watnall Road and at the Nabbs Lane junction
<b>"Hucknall Town Centre Public Realm Contribution"</b>	means the sum of One Hundred Thousand Pounds (£100,000.00) Index Linked payable to the District Council in accordance with the provisions of <b>clause 3.1</b> towards the provision of public realm enhancements to Hucknall town centre
<b>"Index Linked"</b>	means the application of the Index set out in the <b>First Schedule</b> hereto to the sum concerned
<b>"Our Centre"</b>	means the charity known as 'Our Centre' registered with charity number 1119588 and whose address is 6 Pond Street, Kirkby-in-Ashfield, Nottingham NG17 7AH which is the operator of a community transport social car scheme, minibus and Ring & Ride scheme in order to provide transport to users who do not have access to, or use of a private vehicle
<b>"Plan 1"</b>	means the plan attached hereto at <b>Annex 1</b>
<b>"Plan 2"</b>	means the plan attached hereto at <b>Annex 2</b>
<b>"Plan 3"</b>	means the plan attached hereto at <b>Annex 3</b>
<b>"Planning Application"</b>	means the planning application submitted to the District Council and allocated reference number V/2020/0306 applying for demolition of existing building and creation of food store (A1), access, landscaping and associated infrastructure for the Development
<b>"Planning Permission"</b>	means the planning permission for the Development granted pursuant to the Planning Application in the form attached hereto at <b>Annex 4</b>
<b>"2019 Agreement"</b>	means the section 106 Agreement dated 11 November 2019 and made between (1) Ashfield District Council and (2) Bolsover Properties Limited, a copy of which is attached hereto at <b>Annex 6</b>

- 1.2 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

- 1.5 Where in this Agreement reference is made to a Clause Schedule or plan such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of or in the case of a plan attached to this Agreement.
- 1.6 Covenants made hereunder on the part of the District Council shall be enforceable against the District Council and any statutory successor to it as planning authority.
- 1.7 Covenants made hereunder on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as planning authority.
- 1.8 The expression "the Owner" "the Leaseholder" and "the Highway Owner" shall where the context so admits include successors and assigns.

## 2. GENERAL PROVISIONS

### Statutory Authority

- 2.1 This Agreement is entered into by Deed and each of the covenants given by the Owner and Leaseholder contained herein is a planning obligation and is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 2.2 The covenants by the Owner and Leaseholder contained herein shall be enforceable by the District Council and/or County Council as is relevant.

### Liability

- 2.3 The covenants given by the Owner and/or Leaseholder contained herein are made with the intent that the covenants will bind its interest in the Application Land and be binding on and enforceable against their successors in title or assigns and subject to **clause 2.5** those deriving title under the Owner and/or Leaseholder PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which he is no longer seised save in respect of any prior subsisting breach.
- 2.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof) granted (whether or not on appeal) after the date of this Agreement 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, the Leaseholder, the District Council and County Council as evidenced by a memorandum endorsed on this Agreement.
- 2.5 The covenants contained in this Agreement shall not be enforceable against statutory undertakers in relation to any parts of the Application Land acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Application Land or any part of it is in the nature of the benefit of an easement or covenant.
- 2.6 In the event that the Owner and/or Leaseholder disposes of its interest in the Application Land or any part thereof it shall within twenty-eight days of such disposal give written notice of the name and address of its successors in title to the

District Council together with sufficient details of the land included in the disposal to allow its identification.

- 2.7 The Developer is a party to this Agreement to acknowledge the obligations therein but shall not be bound unless it takes a freehold or leasehold interest in the Application Land.
- 2.8 The Developer, the County Council, the District Council, the Owner and the Highway Owner acknowledge that the obligations in **clauses 4.1, 4.2 and 4.3**, shall not bind the Leaseholder unless it takes a freehold or leasehold interest in the Highway Land.
- 2.9 For the avoidance of doubt, the District Council hereby acknowledges that implementation of the Planning Permission will not trigger payment of any of the contributions contained in the 2019 Agreement and the District Council further acknowledges that implementation of the Planning Permission and the payment of the Hucknall Town Centre Public Realm Contribution pursuant to this Agreement will obviate the need for payment of the Hucknall Town Centre Public Realm Contribution pursuant to the 2019 Agreement.
- 2.10 The Highway Owner shall not be bound by any of the obligations in this Agreement relating to the Application Land.

#### **Contingencies**

- 2.11 The obligations in this Agreement shall be conditional upon the grant and issuing of the Planning Permission and the Commencement of Development and save for this **clause 2.11 and clauses 2.1, 2.2, 2.14 – 2.25 (inclusive), 2.27, 3.5 and 4.9** which shall come into effect upon completion of this Agreement then until such time all other provisions not herein specified shall be of no effect.
- 2.12 In the event of the Planning Permission expiring or in the event of the revocation of the Planning Permission the obligations under this Agreement shall cease absolutely and the District Council shall upon written request from the Owner and/or Leaseholder procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith upon request of the Owner and/or Leaseholder.
- 2.13 Where this Agreement is released in part by a future agreement, the District Council shall upon written request from the Owner and/or Leaseholder place a note against the entry made in the Register of Local Land Charges stating which obligations no longer have effect.
- 2.14 If the Owner and/or Leaseholder makes a request in writing for the District Council to place a note against the entry made in the Register of Local Land Charges stating which obligations under this Agreement have been discharged and complied with, the District Council will place such a note against the entry to the extent which such obligations are deemed by the District Council to have been discharged and complied with under the terms of this Agreement.

#### **Commencement of Development**

2.15 The Owner and/or Leaseholder shall give the District Council seven days' notice in advance of the Commencement of Development and the date on which Commencement of Development has taken place shall be confirmed by exchange of correspondence between the Owner and/or Leaseholder and the District Council PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development occurring.

**Determination by Expert**

2.16 Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner, the Leaseholder, the District Council, the County Council and/or the Highway Owner 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:

2.16.1 the person to be appointed pursuant to **clause 2.16** shall if possible be a person having fifteen 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.

2.16.2 the reference to the expert shall be on terms that:

2.16.2.1 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;

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

2.16.2.3 the expert shall be bound to have regard to the said submissions and representations;

2.16.2.4 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

2.16.2.5 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and

2.16.2.6 the findings of the expert shall save in the case of manifest material error be final and binding on the Owner, the Leaseholder, the District Council, the County Council and the Highway Owner save that the parties retain the right to refer to the Courts on a matter of law.

#### **Time Periods**

- 2.17 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, the Leaseholder, the District Council and the County Council as relevant.

#### **Approvals**

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

#### **Notices**

- 2.19 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.
- 2.20 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting.

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

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

#### **Void Provisions**

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

#### **No Fetter of Discretion**

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

**Effect of any Waiver**

2.24 No waiver (whether express or implied) by the District Council and/or County Council (as relevant) of any breach or default by the Owner and/or Leaseholder in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council and/or County 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 and/or Leaseholder.

**General Requirement to Co-operate**

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

**Interest**

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

**Mortgagee Consent**

2.27 A mortgagee or chargee acknowledges that the obligations in this Agreement shall bind the Application Land and agrees the security of its charge shall take effect subject to this Agreement PROVIDED THAT a mortgagee or chargee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Application Land in which case it will be bound by the obligations as if it were a person deriving title from the Owner.

**Governing Law**

2.27 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formatting (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

**3. COVENANTS TO THE DISTRICT COUNCIL**

**Hucknall Town Centre Public Realm Contribution**

3.1 The Owner and Leaseholder covenant with the District Council to pay the Hucknall Town Centre Public Realm Improvement Contribution to the District Council prior to the Commencement of Development.

3.2 The Owner and Leaseholder covenant with the District Council not to Commence nor permit or allow the Commencement of Development unless and until the Hucknall Town Centre Public Realm Contribution has been paid to the District Council.

#### **Football Ground**

- 3.3 The Owner and Leaseholder covenant with the District Council not to Commence nor suffer or permit the Commencement of Development until the Completion of the Football Ground.

#### **Ecological Works**

- 3.4 The Owner and the Leaseholder covenant with the District Council not to Commence nor permit or allow the Commencement of Development until the completion of the Ecological Works.

#### **District Council's Legal Costs**

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

#### **4. COVENANTS TO THE COUNTY COUNCIL**

##### **Highway Land**

- 4.1 The covenants given by the Highway Owner at **clause 4.3** of this Agreement are made with the intent that the covenants will bind its interest in the Highway Land and be binding on and enforceable against its successors in title or assigns and subject to **clause 4.3** those deriving title under the Highway Owner PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained in **clause 4.3** in respect of the Highway Land if he is no longer seised save in respect of any prior subsisting breach and PROVIDED FURTHER THAT the covenants contained in **clause 4.3** will cease and have no effect whatsoever on the Dedication Date.
- 4.2 In the event that the Highway Owner disposes of its interest in the Highway Land or any part thereof it shall within twenty-eight days of such disposal give written notice of the name and address of its successors in title to the County Council together with sufficient details of the land included in the disposal to allow its identification PROVIDED THAT the obligation contained in this **clause 4.2** will cease and have no effect whatsoever on the Dedication Date.
- 4.3 The Highway Owner with the intent of binding its interest in the Highway Land covenants with the County Council as follows:
- 4.3.1 to keep the Highway Land free from any form of development;
- PROVIDED THAT the laying of new service media in under or over the Highway Land approved in writing by the County Council shall not amount to a breach of this covenant; and
- PROVIDED FURTHER THAT this covenant in this **clause 4.3.1** will cease and have no effect whatsoever on the Dedication Date;
- 4.3.2 and to allow the dedication of the Highway Land by entering into the Deed of Dedication with the County Council prior to Commencement of Development and not to Commence or permit Commencement of Development until the Deed of Dedication has been completed.

- 4.4 The Highway Owner consents to an entry being made by way of an agreed notice on the registers of title of the Highway Owner's title to the Highway Land (in respect, for the avoidance of doubt, of the Highway Land only) at HM Land Registry to protect the covenant to dedicate the Highway Land contained in **clause 4.3.2**.

**Bus Stops Contribution**

- 4.5 The Owner and Leaseholder covenant with the County Council to pay the Bus Stops Contribution to the County Council prior to the Commencement of Development.
- 4.6 The Owner and Leaseholder covenant with the County Council not to permit or allow the Commencement of Development unless and until the Bus Stops Contribution has been paid to the County Council.

**Community Transport Contribution**

- 4.7 The Owner and Leaseholder covenant with the County Council to pay the Community Transport Contribution to the County Council prior to the Commencement of Development.
- 4.8 The Owner and Leaseholder covenant with the County Council not to Commence nor permit or allow the Commencement of Development unless and until the Community Transport Contribution has been paid to the County Council.

**County Council's Legal Costs**

- 4.9 The Developer covenants with the County Council to pay the County Council's reasonable legal costs in respect of the preparation of this Agreement and the preparation of the Deed of Dedication on the execution of this Agreement.

**5. DISTRICT COUNCIL'S COVENANTS**

- 5.1 The District Council covenants with the Owner and Leaseholder as follows:

**Hucknall Town Centre Public Realm Contribution**

- 5.1.1 To use the Hucknall Town Centre Public Realm Contribution solely towards the provision of public realm enhancements to Hucknall town centre and for no other purpose.
- 5.1.2 If all or any part of the Hucknall Town Centre Public Realm Contribution shall remain unexpended after the period of five years from the date of payment by the Owner or Leaseholder to the District Council it shall following receipt of a request from the paying party repay such unexpended monies to the paying party together with interest thereon calculated from the date of payment to the date of repayment.

**Monitoring**

- 5.1.3 Following receipt of a written request from the Owner and/or Leaseholder to produce full details of the expenditure of the Hucknall Town Centre Public Realm Contribution paid pursuant to **clause 3.1** of this Agreement.

**Issue of Planning Permission**

5.1.4 To issue the Planning Permission as soon as reasonably practicable after the completion of this Agreement.

**6. COUNTY COUNCIL'S COVENANTS**

6.1 The County Council covenants with the Owner and Leaseholder as follows:

**The Contributions**

6.1.1 To pass the Community Transport Contribution to Our Centre upon receipt of written confirmation from Our Centre that it will be used towards its charitable purposes and for no other purpose.

6.1.2 To use the Bus Stops Contribution solely towards the improvement of the two bus stops located at AS0416 and AS0417 Football Ground and for no other purpose.

**Monitoring**

6.1.3 If all or any part of the Bus Stops Contribution or the Community Transport Contribution shall remain unexpended after the period of five years from the date of payment by the Owner or Leaseholder to the County Council it shall following receipt of a request from the paying party repay such unexpended monies to the paying party together with interest accrued thereon calculated from the date of payment to the date of repayment.

6.1.4 Following receipt of a written request from the Owner and/or Leaseholder to produce full details of the expenditure of the Bus Stops Contribution and Community Transport Contribution paid pursuant to **clauses 4.5** and **4.7** of this Agreement.

6.2 The County Council covenants with the Highway Owner as follows:

**Highway Land**

6.2.1 To enter into the Deed of Dedication with the Highway Owner within 6 weeks of receiving written notice from the Highway Owner addressed to the County Council's Group Manager, Planning that the Highway Owner wishes to enter into and complete the Deed of Dedication.

6.2.2 To accept the dedication of the Highway Land in accordance with the Deed of Dedication and the provisions of this Agreement.

6.2.3 From the Dedication Date to hold and use the whole of the Highway Land for the Highway Purpose and for no other use or purpose.

6.2.4 If the whole or any part or parts of the Highway Land has/have not been used for the Highway Purpose within a period of 12 years from the Dedication Date then within 6 weeks of receiving written notice from the Highway Owner to stop up (such notice being accompanied by a plan showing the location and extent of the Highway Land which has not been used for the Highway Purpose that the Highway Owner requires stopping up) to use all reasonable endeavours at no cost to the Highway Owner to make or obtain such orders as are necessary for and procure the stopping up of the whole or such part or parts of the Highway Land (as the case may be) shown on the plan which accompanies the aforementioned written notice from the Highway Owner to stop up.

6.2.5 to remove promptly at the cost of the County Council any notice registered by the County Council against the registers of title of the Highway Owner's title to the Highway Land at HM Land Registry in respect of the Highway Land in so far as any such notice affects the whole or any part or parts of the Highway Land that has/have not been used for the Highway Purpose within a period of 12 years from the Dedication Date .

7. **LEASEHOLDER LIABILITY**

7.1 In this clause:

7.1.1 "Club" means Hucknall Town Football Club;

7.1.2 "Lease" means the said Lease dated 9 June 1998 referred to in paragraph F of the Recitals;

7.1.3 "Trustees" mean the persons named in this Agreement as the Leaseholder; and

7.1.4 the expression 'the Trustees' wherever the circumstances of its use mean it is suitable includes all persons in whom for the time being the term demised by the Lease is vested as trustees of the Club.

7.2 It is hereby agreed and declared by the parties to this Agreement as follows:

7.2.1 that the liability of the Trustees for the time being in respect of any breach by the Leaseholder of any of their obligations under this Agreement shall not be personal and shall be limited in amount to the realisable value of the assets of the Club that are for the time being vested in the Leaseholder; and

7.2.2 that notwithstanding the provisions of **clause 2.3** and for the avoidance of doubt any Trustee shall not be liable for any breach or non-performance of the provisions of this Agreement occurring after he ceases to be a tenant of the Lease.

**THE FIRST SCHEDULE**  
**INDEXATION PROVISIONS**

1. In this Schedule:-

**"Index"** means:-

For the Hucknall Town Centre Public Realm Improvement Contribution and the Community Transport Contribution the Retail Prices Index ("RPI") as published by the Office for National Statistics or any successor body or such other index as shall be agreed in writing between the Owner and the District Council and/or the County Council as appropriate; and

For the Bus Stops Contribution the BCIS All-in Tender Price Index ("BCIS") produced by the Building Cost Information Service on behalf of the Department for Business, Energy and Industrial Strategy or in the event of discontinuance any replacement thereof or such alternative index as may be agreed in writing between the Owner and the County Council.

**"Base Index Date"** means the date of this Agreement.

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

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

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

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

Where: "A" equals the relevant contribution  
"B" equals the Base Index Figure  
"C" equals the Final Index Figure

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

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

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

36058



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

*[Handwritten signature]*

Chairman of the District Council

*[Handwritten signature]*

Authorised Officer

SEAL REGISTER  
NO: 49410



THE COMMON SEAL OF  
**NOTTINGHAMSHIRE COUNTY COUNCIL**  
was hereunto affixed in the presence of: - )  
)  
)

*[Handwritten signature]*

Authorised Signatory

Signed as a deed by  
**NEIL BRETT GATLAND**  
in the presence of: )  
)  
)

*[Handwritten signature in blue ink]*

Signature of individual

Witness Signature: *[Handwritten signature]*

Witness Name: **GEOFFREY LEONARD GILBERT**

Witness Address: **222 BLACKWELL ROAD  
MUTHWAITE  
NOTTINGHAMSHIRE  
NG14 2RF**

Signed as a deed by  
**BRIAN HOLMES**  
in the presence of:

)  
)   
)

Signature of individual

Witness Signature:



Witness Name: GEOFFREY LEONARD GILBERT

Witness Address: 222 BLACKWELL ROAD  
MUTHWAITE  
NOTTINGHAMSHIRE  
NG14 2RF

Signed as a deed by  
**STEVEN SCOTNEY**  
in the presence of:

)  
)  
)



Signature of individual

Witness Signature:



Witness Name: GEOFFREY LEONARD GILBERT

Witness Address: 222 BLACKWELL ROAD  
MUTHWAITE  
NOTTINGHAMSHIRE  
NG14 2RF

EXECUTED as a deed by

Ian Goodwin / Nigel James Porter  
in the presence of:-

Witness signature   
Witness name (print) SARAH DRUEY  
Witness address Cavendish House  
Welbeck  
Waverley  
S80 3LL  
Witness occupation EPA

and

Nigel James Porter / Gary Robinson

in the presence of:-

Witness signature   
Witness name (print) SARAH DRUEY  
Witness address Cavendish House  
Welbeck  
Waverley  
S80 3LL  
Witness occupation EPA

both as attorneys for **BOLSOVER PROPERTIES LIMITED**

EXECUTED AS A DEED  
by LIDL GREAT BRITAIN LIMITED  
acting by a director:

In the presence of:

signature of director:

Signature of witness:

NAME (BLACK CAPITALS): CIBARCLAY

Address:

Lidl GB  
Lidl House  
14 Kingston Road  
Surbiton KT5 9NU

**Annex 1 – Plan 1 Application Land**

NOTES:  
THIS DRAWING IS STRICTLY NOT TO BE USED FOR CONSTRUCTION PURPOSES.

THIS DRAWING CONSISTS OF THE FOLLOWING THIRD PARTY INFORMATION & DRAWINGS:-

Peak Surveying Services Topographical Survey Information; drg. 022.1 dated 04-07-2018. HCD Received via email 13/11/2019

Rayner Davies Architects Property Boundary; Drawing No: 2173(07)002c, Rev C dated 06-09-2019. HCD Received via email 13/11/2019

Flood risk assessment - awaiting

Detailed Application Boundary (9,181m<sup>2</sup> / 2.27 acres)

TO BE READ IN CONJUNCTION WITH HCD DRAWINGS;

- A-PL-001 - SITE LOCATION PLAN
- A-PL-002 - EXISTING SITE PLAN
- A-PL-003 - PROPOSED SITE PLAN
- A-PL-004 - PROPOSED STORE PLAN
- A-PL-005 - PROPOSED STORE ROOF PLAN
- A-PL-006 - PROPOSED STORE ELEVATIONS
- A-PL-007 - PROPOSED SITE SECTIONS
- A-PL-008 - EXTERNAL WORKS DETAIL 1
- A-PL-009 - EXTERNAL WORKS DETAIL 2
- A-PL-010 - SURFACE TREATMENT
- A-PL-011 - PROPOSED BOUNDARY TREATMENT

REVISION B	BY: MIC	CHECKED:	DATE: 03/03/2022
Application boundary red line amended.			
REVISION A	BY: MIC	CHECKED:	DATE: 12/05/2020
Application boundary; extent along Watnall Road updated in line with feedback from Vectos. With overall area note amended.			
REVISION *	BY: SB	CHECKED:	DATE: 25/11/2019
Issued for Planning.			

# PLANNING

PLOT DATE:



**LIDL GB Ltd (UK)**  
WATNALL ROAD  
HUCKNALL

CLIENT:

PROJECT:

## SITE LOCATION PLAN

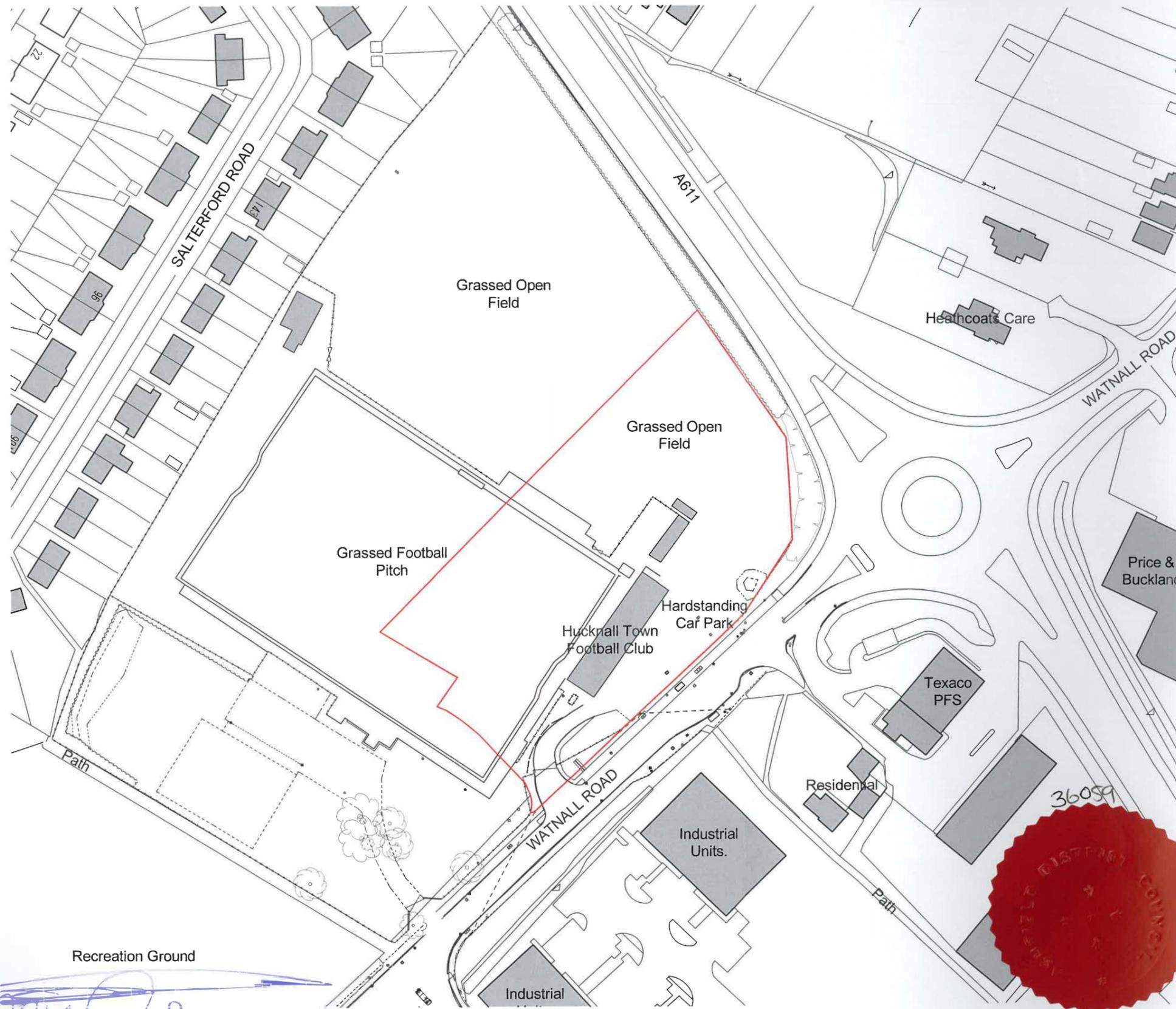
DRAWING:	SCALE:	DATE:
SB	1:1250 @ A3	NOV 2019

**Hadfield Cawkwell Davidson**

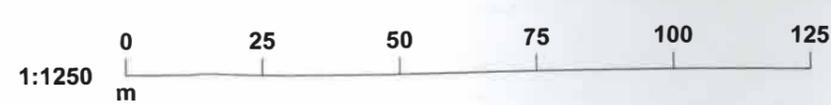
Broomgrove Lodge, 13 Broomgrove Rd, Sheffield, S10 2LZ T 0114 266 8181 www.hcd.co.uk

Architecture | Engineering | Interior Design | Masterplanning | Urban Design

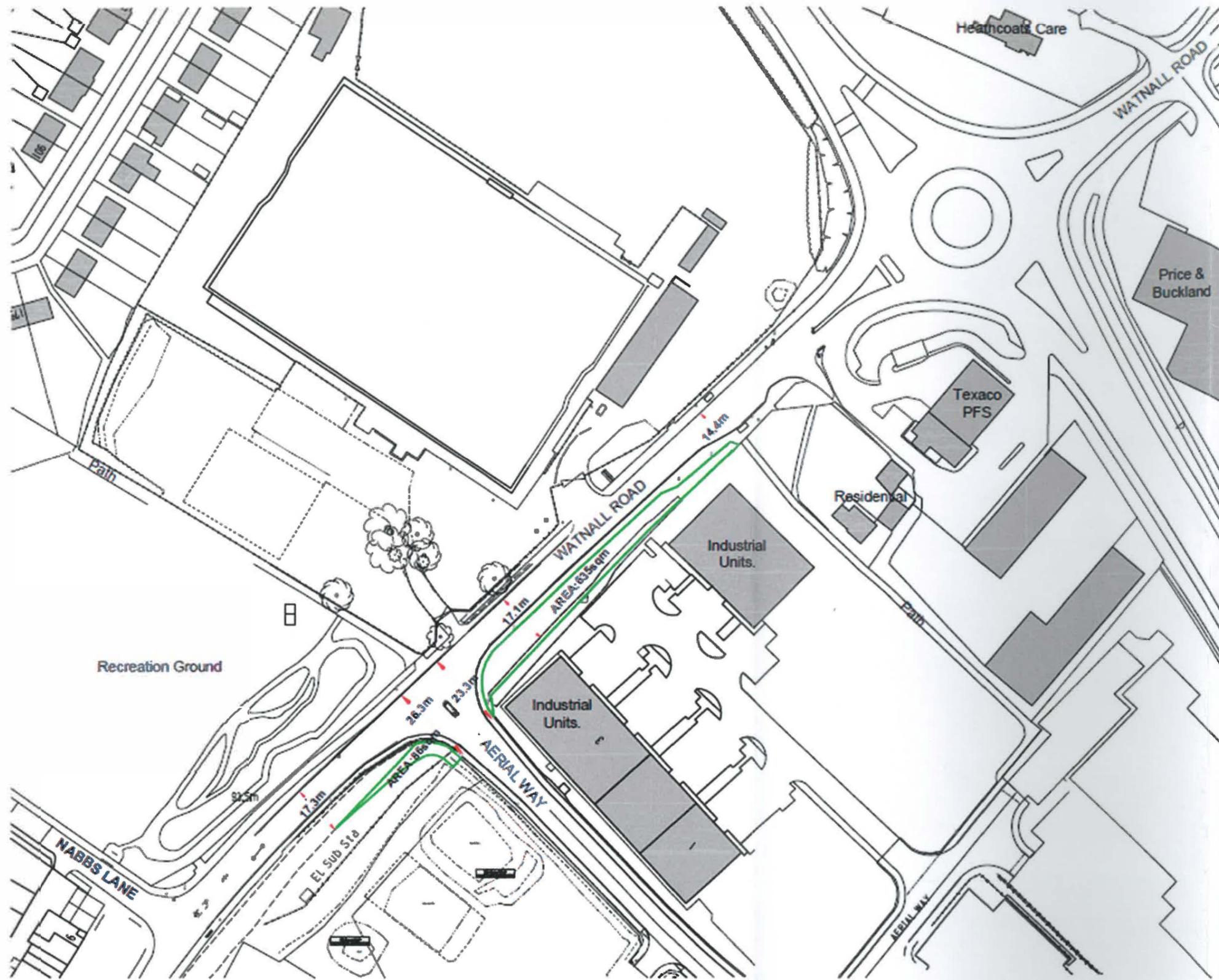
JOB NO: **2017-094** | DRAWING NO: **A-PL-001** | REV: **B**  
S:\Architecture\2017-094\Drawings\DR - Plots\Hadfield\Planning\Hucknall - A-PL-001 - Site Location Plan.dwg © HCD



Recreation Ground  
*[Handwritten signature]*



Annex 2 - Plan 2 Highway Land



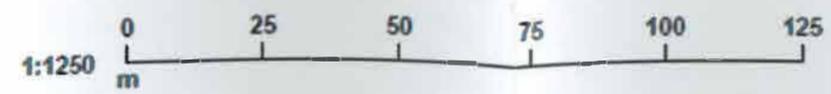
*[Handwritten signatures and scribbles]*



HUCKNALL, WATNALL ROAD  
**LEGAL PLAN**  
 2017-004 A-LP-003B

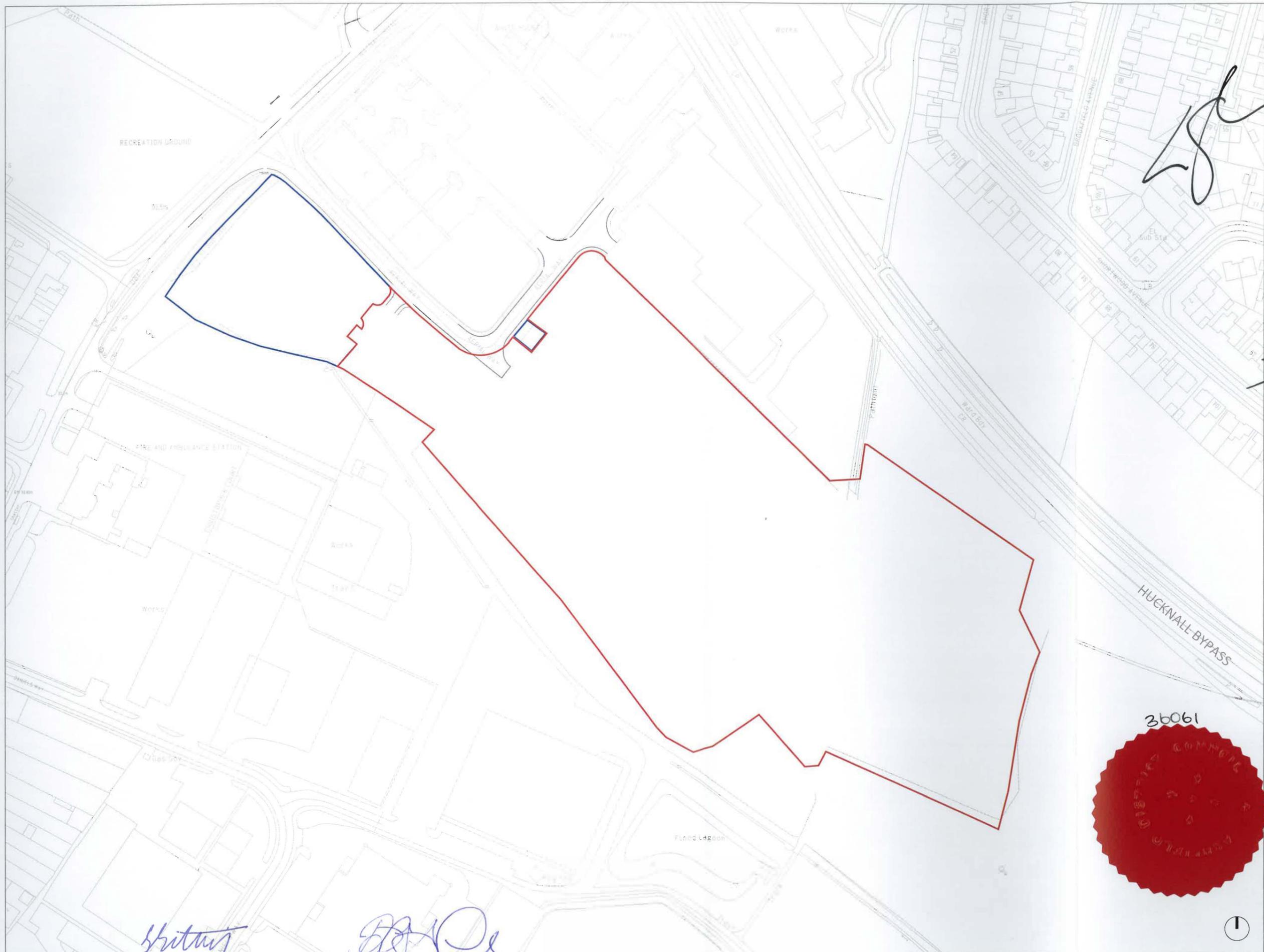
[P02] 1:1,250 @ A3

*[Handwritten signature in blue ink]*  
*[Handwritten signature]*



Annex 3 - Plan 3 Football Ground

LEGAL NOTICE  
NOTICE OF  
LEGAL NOTICE



NOTES

Application site area  
49712.3 sq.m /  
535098.74 sq.ft

4.97 ha  
12.28 ac

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

REVISIONS

A	27/07/16	CJG
Revised site boundary. RLC		
B	28/07/16	CJG
Revised site boundary. AN		
C	08-08-18	CJG
Revised site boundary ALS		

*[Handwritten signature]*



JOB TITLE  
**Hucknall Town F.C.  
Aerial Way, Hucknall**

DWG TITLE  
**Location Plan**

DATE	BY	CHECKED BY
08/08/18	RLC	CJG
DWG NO.	REV.	STATUS
1932(02)001	C	Planning

© Rayner Davies Architects  
Do not scale this drawing. All dimensions to be checked on site.

Rayner Davies Architects

Nottingham | Kent

2 St. Peter's Gate  
Nottingham  
NG1 2JG

01159473559  
www.rda-architects.co.uk

**Annex 4 – Draft Planning Permission**

**TOWN AND COUNTRY PLANNING ACT 1990**

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

## Approval Notice

### Major Full 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/2020/0306**

Location of Development: **Hucknall Town Football Club, Watnall Road,  
Hucknall, Nottingham, NG15 6EY**

Description of Development: **Demolition of Existing Building and Creation of  
Food Store (A1), Access, Landscaping and  
Associated Infrastructure**

Applicant Name: **Lidl GB Ltd C/O WSP -**

**Date:**

**Address:** Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham. NG17 8DA  
**Tel:** 01623 450000 **Fax:** 01623 457585  
[www.ashfield.gov.uk](http://www.ashfield.gov.uk)

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

**CONDITIONS:**

1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.
2. This permission shall be read in accordance with the following plans:
  - Site Location Plan A-PL-001 Rev A
  - Existing Site Plan A-PL-002 Rev A
  - Proposed Site Plan A-PL-003 Rev J
  - Proposed Store Plan A-PL-004 Rev B
  - Proposed Store Roof Plan A-PL-005 Rev C
  - Proposed Store Elevations A-PL-006 Rev B
  - Proposed Site / Building Sections A-PL-007 Rev D
  - External Works Detail Sheet 1 A-PL-008 Rev B
  - External Works Detail Sheet 2 A-PL-009 Rev A
  - Surface Treatment Plan A-PL-010 Rev H
  - Landscape Masterplan1085 LWR 01 Rev E
3. Prior to the commencement of development, a Construction Environment Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority, this should include:
  - How construction traffic will access the site;
  - Proposed hours and days of working, including when plant machinery will be operational;
  - The parking of vehicles of site personnel, operatives and visitors;
  - Location of the site storage areas, delivery, compounds and plant machinery;
  - Wheel washing facilities;
  - A strategy for the minimization of dust and vibration;
  - A strategy for the minimisation of noise, vibration and dust;
  - Site contact detail in case of complaints;
  - A layout of the construction access including a drawing showing visibility splays;

The approved details shall be adhered to throughout the construction period.
4. The development hereby permitted shall not commence (excluding demolition and site clearance works) 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 works shall take place (save for above ground demolition works, site preparation, erection of fencing, laying of, or provision of any services, laying of temporary surfaces and erection of temporary site buildings for construction

purposes) until a remediation scheme to deal with the potential ground contamination of the site has been submitted to and approved in writing by the local planning authority.

The scheme shall include:

- i. A site investigation scheme, based on the Desk Study already submitted to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site;
- ii. The results of the site investigation and detailed risk assessment referred to in (i) and based on these an options appraisal and remediation strategy giving full details of the remediation and mitigation measures required and how they are to be undertaken;
- iii. A verification plan setting out the details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (ii) are complete to a satisfactory standard; and
- iv. A monitoring and maintenance plan, setting out provisions for long-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The contamination remediation works shall be carried out in accordance with the approved details and completed prior to the first occupation of the development. The provisions of the monitoring and maintenance plan shall be in force from the first occupation of the development and retained for its lifetime.

- a) If during the works any additional contamination is encountered, all works in the relevant part of the site shall cease immediately and not resume until either:
    - i. The potential contamination has been assessed and a remediation scheme has been submitted to and approved in writing by the Local Planning Authority.  
Or
    - ii. Timescales for submission of a remediation scheme and details of works which may be carried out in the interim have been agreed in writing by the Local Planning Authority. additional land contamination shall be fully remedied prior to the first occupation of the development.
  - b) The development shall not be occupied until a post completion verification report, including results of sampling and monitoring carried out, has first been submitted to and approved in writing by the local planning authority demonstrating that the site remediation criteria have been met.
6. The unit shall not be occupied until full details of the sites boundaries treatments and external lighting have been submitted to and agreed in writing by the Local Planning Authority. The boundary treatments and external lighting shall thereafter be implemented in accordance with the agreed details and within an agreed time frame.

7. All planting, seeding or turfing indicated on the approved landscaping masterplan (condition 2) shall be carried out in the first planting and seeding seasons following the occupation of the retail store. 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 other of a similar size and species.
8. The loading or unloading of delivery vehicles shall not take place between 11:00pm to 07:00am Monday - Sunday.
9. The recommendations set out section 6 of the Ecological Appraisal by Baker consultants dated the June 2002 shall be fully adhered to.
10. The recommendations set out in section 10 of the Noise Assessment by Miller Goodall dated the April 2020 shall be fully adhered to.
11. Prior to the occupation of the unit, the electric vehicle charging spaces and PV roof shall be installed in accordance with the details shown on the following plans:
  - Proposed Site Plan A-PL-003 Rev J
  - Proposed Store Roof Plan A-PL-005 Rev C
12. Details of the highways access works shall be submitted to and approved in writing by the Local Planning Authority and be fully implemented prior to the store opening. For avoidance of doubt, these works include the following:
  - a. The site access and the junction with Watnall Road, as indicatively shown on VN91493/ D110 Rev E, to include a right turn ghost island with two pedestrian refuges with demountable street furniture.
  - b. The improvements to the A611 roundabout, as indicatively shown on VN91493/ D110 Rev E.
  - c. A 2.7 metre shared route to the west of the access.
13. Prior to the commencement of development, a waste audit shall be submitted to and approved in writing. This shall detail how waste will be managed in both the construction and operational phase of the development.
14. The total Class A1 (retail) floorspace in the food store hereby permitted shall not exceed 1,905 sq. m (GIA) and the net sales area shall not exceed 1,265 sq. m. Of this, no more than 251sqm of the sales area shall be used for comparison goods and no more than 1,005sqm shall be used for the sale of convenience goods.
15. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order or the Use Classes Order the land and buildings shall not be used for any other purpose other than retail, including any other purpose in Class E of the Town and Country Planning (Use Classes) Order 1987.

16. Prior to the commencement of the use the developer shall apply to the Local Highway Authority for a Traffic Regulation Order to be provided along Watnall Road and at the junctions of Watnall Road/Nabbs Lane and Watnall Road/Ruffs Drive.

**REASONS:**

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.
2. To ensure that the development takes the form envisaged by the Local Planning Authority when determining the application.
3. In the interests of highways safety and residential amenity.
4. To ensure adequate means of surface and foul water disposal.
5. To ensure that contaminated land is properly treated and made safe and to safeguard the health and safety of the future occupants in accordance with NPPF, paragraph 178.
6. In the interests of residential and visual amenity.
7. In the interests of visual amenity.
8. In the interests of residential amenity.
9. In the interests of biodiversity protection.
10. In the interests of residential amenity.
11. To reduce the carbon footprint of the development
12. In the interest of ensuring a safe access to the development.
13. To reduce waste produce from the development.
14. To clarify the extent of the permission to protect the impact on Hucknall Town Centre.
15. To ensure other uses can be fully assessed in terms of their impact on the amenities and safety of the area and Hucknall Town Centre.
16. In the interests of highway safety.

**INFORMATIVE**

Prior to the erection of any advertisement on the site the applicant is advised to contact the Development Management Section of Ashfield District Council to discuss the proposals. These can be contacted on 01623 457 388.

The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be eventually adopted by the HA, the new roads and any drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for road works and it is recommended that the appropriate technical approval is sought as part of this application. Correspondence with the HA should be addressed to [hdc.north@nottscc.gov.uk](mailto:hdc.north@nottscc.gov.uk)

In order to carry out the off-site works required, the applicant 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 the applicant has no control. In order to undertake the works, which must comply with the Nottinghamshire County Council's

current highway design guidance and specification for roadworks, the applicant will need to enter into an Agreement under Section 278 of the Act. The Agreement can take some time to complete as timescales are dependent on the quality of the submission, as well as how quickly the applicant responds with any necessary alterations. Therefore, it is recommended that the applicant contacts the Highway Authority as early as possible. Work in the public highway will not be permitted until the Section 278 Agreement is signed by all parties.

Any details submitted in relation to a discharge of condition planning application are unlikely to be considered by the Highway Authority until technical approval of the Section 278 Agreement is issued.

Planning permission is not permission to work on or from the public highway. In order to ensure all necessary licenses and permissions are in place you must contact [highwaysouth.admin@viaem.co.uk](mailto:highwaysouth.admin@viaem.co.uk)

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. It should be noted that the proposed refuges on Watnall Road will be required to be mounted with demountable bollards and street furniture due to this being a route used for abnormal loads.

The access between Watnall Road and the site access is intended to be adopted when also serving the residential development. It is therefore recommended that the relevant technical approval is sought so as to ensure the access is built to acceptable standards, avoiding the need to reconstruct it, in turn minimising disruption to the highway network in this area and also ensuring uninterrupted access to the proposed development.

This decision shall be read in association with the S106 Legal agreement which has been entered into with the landowner, developer and Nottinghamshire County Council. 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).

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 2021

.....  
**PP. Theresa Hodgkinson**  
Chief Executive

Draft Decision for S106

.....  
PP. Theresa Hodgkinson  
Chief Executive

Draft Decision for S106

### **IMPORTANT NOTES**

It is your responsibility to make sure that where necessary approval under Building Regulations has been obtained before you start work. The approved plans for both Building Regulations and Planning Permission must be for the same development. You must make sure that any changes made to meet Building Regulations are sent to the Planning Department as well. In some cases you may need further planning approval. Please contact [buildingcontrol@Erewash.gov.uk](mailto:buildingcontrol@Erewash.gov.uk) for more information regarding Building Regulations.

Where residential layouts are involved, a favourable planning decision does not necessarily imply that the infrastructure will be suitable for an adoption agreement under the Highways Act 1980.

Details of how to appeal against the conditions on this decision are given on the attached sheet.

### **Appeals to the Planning Inspectorate**

You can appeal against this decision within the time given below. Appeals should be made to the \*Planning Inspectorate in all cases. In respect of applications for:

- Planning Permission
- Details pursuant to an outline planning permission
- Removal or variation of a condition
- Discharge of condition
- Listed building consent
- Conservation area consent and
- Applications for the determination of prior approval of details.

You have 6 months from the date of the decision to appeal. However, In respect of householder applications you have 12 weeks from the date of decision to lodge an appeal.

\*Planning Inspectorate  
Temple Quay House  
2 The Square  
Temple Quay  
Telephone: 0117 372 6372  
Bristol  
[enquiries.pins@gtnet.gov.uk](mailto:enquiries.pins@gtnet.gov.uk)  
BS1 6PN

Email:

Website: <https://www.gov.uk/government/organisations/planning-inspectorate>

**Notes for applicants who intend to carry out works that affect new or existing Highway and Public Open space:**

It is strongly recommended that the applicant contact the Council 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.

Correspondence with the Council should be addressed to:-

**Nottinghamshire County Council  
Highways Management (North)  
Fountain Court  
Bevercotes House  
Sherwood Energy Village  
Ollerton  
Nottinghamshire  
NG22 9FF**

**Telephone contact - 01623-520711  
Email contact [hdc.north@nottsc.gov.uk](mailto:hdc.north@nottsc.gov.uk)**

**Section 38 Agreement (Highways Act 1980)**

The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Council, 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 road works.

**[www.leics.gov.uk/htd](http://www.leics.gov.uk/htd)**

**Advanced Payments Code (Highways Act 1980)**

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 code applies both to roads/streets that are to remain private and those that are to be adopted. The developer should contact the Council with regard to compliance



DISTRICT COUNCIL

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 applicant contact the Council as early as possible to discuss this.

**Diversions, 'stopping up' of public rights of way or highway (Section 247 & 257 of the Town & Country Planning Act 1990)**

The proposed development may affect a public right of way. Following a grant of planning permission, the local planning authority may make an order to stop up or divert a footpath or bridleway if they are satisfied that it is necessary to enable development to be carried out in accordance with Planning Permission.

The granting of planning permission does not mean that public rights of way will automatically be diverted or stopped up. A separate application must be made to stop up or divert a footpath or bridleway following the granting of planning permission. The applicant will need to contact **Legal Services 01623-457323** to ascertain the legal steps required to be undertaken.

Any preliminary obstruction of or interference with the public rights of way concerned is not only an offence but may make it impossible for the local planning authority to proceed with the making of the Order.

**Green Space & Sustainable Urban Drainage Systems (SUDS) schemes**

It is important that the applicant contact the Council at an early stage when looking to introduce any Green Space areas and features or SUDS proposals into any future development sites, to agree long term maintenance issues and help eliminate future land ownership problems and concerns including boundaries, perimeters and public access points.

Correspondence with the Council for Green Space and SUDS enquiries should be addressed to:-

***For public open/green space land transfer-***

***Estates Manager  
Telephone contact 01623-457277***

***And for future maintenance-***

***Service Lead – Waste & Environment  
Telephone contact 01623-457873***

**Notes for applicants who intend to carry out work which will include the demolition of a building of more than 50 cubic metres:**

You will be required to serve a notice on the Authority under Section 80 of the Building Act 1984. The notice should be accompanied by a location plan. Upon receipt of the notice we will consult with the necessary bodies and, where appropriate, a consent to demolish will be issued (under Section 81 of the Act) together with conditions, which must be complied with when demolition is carried out. Please contact [buildingcontrol@Erewash.gov.uk](mailto:buildingcontrol@Erewash.gov.uk) for more information regarding Building Regulations.

**Notes for applicants who intend to carry out work to which the Building Regulations apply:**

Now that your Planning permission has been granted, you will also need to consider applying for Building Regulation approval. The process should be straight-forward and is in simple terms a technical exercise to ensure that your project will comply with current national building standards. These are minimum standards that aim to ensure your health and safety (and other members of your household) is not compromised. Please contact [buildingcontrol@Erewash.gov.uk](mailto:buildingcontrol@Erewash.gov.uk) for more information regarding Building Regulations.

Draft Decision

**Annex 5 – Draft Deed of Dedication of the Highway Land**

DATED

- to -

THE NOTTINGHAMSHIRE COUNTY COUNCIL

---

**DEDICATION AGREEMENT**

---

relating to  
land at  
Watnall Road, Hucknall

(RHC/File No: 041373 )  
County Hall  
West Bridgford  
Nottingham  
NG2 7QP

**LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

County: : Nottinghamshire  
District : Ashfield  
Title No. : [Land Forming part of] NT [ ]  
Property : Land fronting Watnall Road at its  
junction with Aerial Way shown edged in  
green on the plan annexed to this  
Agreement

**AN AGREEMENT** made the                      day of                      Two

Thousand and

**BETWEEN**

of

("the **Grantor**") and

**THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall West Bridgford  
Nottingham NG2 7QP ("the **County Council**")

**RECITAL**

**(1)** The Grantor owns the land comprised in the title above mentioned and for the consideration following has consented and agreed to give up the Highway Land (as defined in clause 1 of this Agreement) to the public so that it may be used as public highway

**(2)** This Agreement is an agreement relating to the making and maintaining of a highway and is made and entered into pursuant to the Highways Act 1980

**IT IS HEREBY AGREED** between the parties to this agreement as follows:-

1. IN consideration of the sum of One Pound now paid by the County Council to the Grantor (receipt of which the Grantor hereby acknowledges) the Grantor hereby **GIVES UP AND DEDICATES TO THE PUBLIC** for highway purposes subject to the County Council agreeing to maintain the same as a public highway in accordance with clause 2 of this Agreement **ALL THAT** land fronting Watnall Road at its junction with Aerial Way shown edged in green on the plan annexed to this Agreement (“the **Highway Land**”) **TO THE INTENT THAT** the Highway Land shall be added to and form part of the highway maintainable at the public expense

2. THE County Council shall at its own expense keep and maintain in good repair and condition the Highway Land as part of the public highway

3. THE Grantor consents to an entry being made by way of agreed notice on the register of the Grantor’s title to protect this Agreement and agrees to sign a Form AN1 prepared by the County Council’s solicitors for that purpose

The parties have executed this Agreement on the date stated at the beginning of it

The common seal of **The Nottinghamshire County Council** was affixed to this document in the presence of:

Authorised signatory

Name (printed):

Position:

Executed as a deed by  
**Limited**  
acting by two Directors or by  
a Director and Secretary

Director

Director/Secretary

**Annex 6 – 2019 Agreement**

Dated

11<sup>th</sup> November

2019

ASHFIELD DISTRICT COUNCIL

-and-

BOLSOVER PROPERTIES LIMITED

---

PLANNING OBLIGATION BY AGREEMENT  
Under Section 106 of the Town and Country  
Planning Act 1990

Relating to land at  
**Aerial Way and Watnall Road**  
**Hucknall**  
**Nottinghamshire**

---

Ashfield and Mansfield Legal Services  
Urban Road  
Kirkby-in-Ashfield  
Nottinghamshire  
NG17 8DA

Ref: SRD/002768

THIS DEED is made the Eleventh day of November 2019

**BETWEEN:**

- (1)e **ASHFIELD DISTRICT COUNCIL** of Council Offices, Urban Road, Kirkby-in-e Ashfield, Nottinghamshire. NG17 8DA ("**the Council**")e
- (2)e **BOLSOVER PROPERTIES LIMITED**(Company Registration Number: 0877294)e whose registered office is at Portland Estate Office, Cavendish House, Welbeck,e Worksop, Nottinghamshire. S80 3LL ("**the Owner**")e

**WHEREAS:**

- (1)e The Council is the local planning authority for the purposes of the 1990 Act for thee area in which the land described in the First Schedule ("**the Land**") is situatede and by whom the obligations contained in this Deed are enforceable.e
- (2)e The Owner is interested as freehold owner in the Land.e
- (3)e The Owner has applied to the Council for planning permission for thee Development on the Land and the Council is minded to grant approval of thee Development under reference number: V/2016/0619 ("**the Planning Permission**") subject to the Owner first entering into this Deed.e
- (4)e The Owner and the Council have agreed to enter into this Agreement in order toe secure the planning obligations contained in this Deed against the Land whiche shall come into force in the event that Planning Permission is granted ande Development is commenced, subject to the conditions, stipulations and exclusionse contained in this Agreement.e
- (5)e The parties agree that the planning obligations contained in this Agreemente comply with Regulations 122 and 123 of the CIL Regulations.e

**NOW THIS DEED** is made in pursuance of Section 106 of the 1990 Act and contains planning obligations and is a planning obligation for the purposes of that Section and **WITNESSES** as follows:-

## 1. DEFINITIONS AND INTERPRETATION

It is agreed and declared as follows for the purposes of this Deed the following expressions shall have the following meanings:

### 1.1 Definitions

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

**"the 1999 Act"** means The Contracts (Rights of Third Parties) Act 1999 as may be amended from time to time.

**"Advertising"** means the advertising for sale or letting of any interest in the relevant Affordable Dwelling in accordance with a scheme to be approved by the Council (such approval not to be unreasonably withheld or delayed) which scheme shall include such local advertising and social media channels as shall be agreed in writing by the Council.

**"Affordable Dwellings"** means any one of the 11 dwellings (including any associated parking space(s) and residential curtilage) referred to in the Application and/or the approved Affordable Housing Scheme in accordance with the Affordable Housing Mix comprising:

(a) Affordable Rented Dwellings; and

(b) RP Shared Ownership Dwellings;

to be constructed on the Land pursuant to the Planning Permission and  
**"Affordable Dwelling"** means any one of the said dwellings.

**"Affordable Housing Contract"** means a contract between the Owner and a Registered Provider for the provision of the Affordable Dwellings within the Development which will include such terms as are agreed between the Owner and the Registered Provider and approved by the Council.

**"Affordable Housing Land"** means the plots forming part of the Land upon which the Affordable Dwellings are to be constructed.

**"Affordable Housing Scheme"** means a scheme for the provision of the Affordable Dwellings forming part of the Development which shall include unless otherwise agreed with the Council:-

(a) Arrangements for the provision of the Affordable Dwellings;

(b) Location of the Affordable Dwellings;

(c) Details of the unit size of the Affordable Dwellings;

- (d) Details of the basis of calculation of any service charges, ground rents or management fees to be applied to the Affordable Dwellings;e
- (e) Details of the construction and equipping of the Affordable Dwellings;e
- (f) Details of the phasing of the Development;e
- (g) The name of the Registered Provider;e
- (h) Details of the price of the relevant Affordable Dwellings;e
- (i) Arrangements for the transfer of the Affordable Dwellings; ande
- (j) Details of the design and quality standards to be applied to the Affordable Dwellings.

**“Affordable Housing Mix”** means the number, size, tenure and mix of Affordable Dwellings as agreed in writing with the Council.

**“Affordable Rent”** means a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Index plus 1%.

**“Affordable Rented Dwellings”** means 75% of the Affordable Dwellings to be constructed on the Affordable Housing Land and let by a Registered Provider of social housing to households who are eligible for social rented housing, constructed to Space Standards, let at an Affordable Rent and **“Affordable Rented Dwellings”** means any one of the said dwellings.

**“the Application”** mean the application for outline planning permission to carry out the Development and which was submitted to the Council on 18<sup>th</sup> October 2016 and allocated planning reference: V/2016/0619.

**“CIL Regulations”** means the Community Infrastructure Levy Regulations 2010.

**“Commencement of Development”** means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose):

- (a) operations consisting of site clearance;e
- (b) demolition work;e
- (c) archaeological investigations;e
- (d) investigations for the purpose of assessing ground conditions;e

(e) remedial work in respect of any contamination or other adverse ground conditions;

(f) diversion and laying of services;

(g) erection of any temporary means of enclosure;

(h) the temporary display of site notices or advertisements; and

“Commence”, “Commencement of Development” and “Commence Development” shall be construed accordingly.

“**Commutated Sum**” means the sum to be paid by the Owner to the Council pursuant to paragraph 16.1(b) of the Second Schedule Part 2 in lieu of the provision of all or any of the Affordable Dwellings.

“**Commutated Sum Notice**” means the notice to be served in accordance with paragraph 15 of the Second Schedule.

“**Development**” means Mixed Use Development comprising of residential development and Business Use (B1).

“**Dwelling**” means any dwelling permitted pursuant to the Planning Permission and the term “Dwellings” shall mean all of them.

“**Education Contribution**” means:

(i) the sum of **Two hundred and sixty three thousand four hundred and sixty five pounds (£263,465.00)** increased by the Percentage towards the provision of additional Educational Facilities for twenty three (23) primary school places (Eleven thousand four hundred and fifty five pounds (£11,455.00) per place) required as a consequence of the Development; and

(j) the sum of **Two hundred and ninety three thousand four hundred and twenty pounds (£293,420.00)** increased by the Percentage towards the provision of additional Educational Facilities for seventeen (17) secondary school places (Seventeen thousand two hundred and sixty pound (£17,260.00) per place) required as a consequence of the Development.

“**Educational Facilities**” includes but not limited to the construction or extension of buildings or the provision of fixtures and equipment necessary for the effective and efficient operation of the program of public education within the classrooms, libraries, rooms and space for physical education, space for fine arts, restrooms, specialised laboratories, cafeterias, media centres, building equipment, building fixtures, furnishings, related exterior facilities, landscaping and paving at Holgate Primary and Nursery School and Holgate Academy within the administrative district of Ashfield in the county of Nottinghamshire including nursery facilities

notwithstanding that a contract or contracts may have been let before the date hereof

**"the Expert"** means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Relevant Parties.

**"Homefinder"** means a choice based scheme developed and operated in accordance with the common lettings policy or any other system or policy in place from time to time.

**"Housing Need"** means being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is insecure or unsuitable and being unable to purchase or rent reasonably suitable accommodation in the open market for property in the locality where the Affordable Dwelling is situated taking into account the person's income and capital and other financial circumstances. Accommodation may be unsuitable on the grounds of cost, overcrowding, unfitness or lack of basic amenities or because of a person's infirmity, physical disability, mental disability or specific social or care needs.

**"Hucknall Town Centre Public Realm Contribution"** means the sum of **Fifty thousand pounds (£50,000.00)** increased by the Percentage towards the improvement of Hucknall Town Centre.

**"Index"** means the "all items" figures of the General Index of Retail Prices or any index which may replace this from time to time or in the event of permanent discontinuance such alternative method of calculating the amount of each financial contribution as shall be agreed between the Council and the Owner with the intent that such amount shall be increased with effect from the date of the grant of the Planning Permission in accordance with the increase in the general level of retail prices with any dispute as to such alternative method to be determined in accordance with the clause headed "Dispute Resolution Provisions".

**"Interest"** means 8% per annum.

**"Intermediate Rent"** means a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the

relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Index plus 1%.

**“Intermediate Rented Dwellings”** means the percentage of dwellings as set out in the Planning Permission to be constructed on plots on the Affordable Housing Land and let and managed by an organisation whose main purpose is the letting and managing of housing and approved by the Council, constructed to Space Standards, let at an Intermediate Rent and **“Intermediate Rented Dwelling”** means any one of the said dwellings.

**“Land”** means the Land referred to in the First Schedule and Recitals 1 and 2 hereof.

**“Letting Notice”** means a notice the content of which is to be agreed with the Council which contains details of the property to be let and which shall include unless otherwise agreed with the Council:

- (a)e the name and address of the landlord and Owner;e
- (b)e address of the property;e
- (c)e weekly or monthly rent;e
- (d)e amount and breakdown of any service charge per week, month or annum;e
- (e)e details of any additional charges;e
- (f)e any age or other occupancy restrictions;e
- (g) property type;e
- (h)e property size;e
- (i) heating type;e
- (j)e details of main services in the property;e
- (k)e availability of parking space/garage;e
- (l)e any disabled adaptations;e
- (m)e provision of any support services;e

and which is delivered to the Council, clearly addressed and marked for the urgent attention of the Director of Housing and Assets PROVIDED THAT for the avoidance of doubt an advertisement for the Affordable Rented Dwelling placed on Homefinder and approved by the Council shall be considered a **“Letting Notice”** for the purposes of paragraph 11 and paragraph 12 of Part 2 of The Schedule.

**“Libraries Contribution”** means the sum of **Four thousand nine hundred and sixty pounds (£4,960.00)** (comprising Forty five pounds and ninety three pence (£45.93) per Dwelling) increased by the Percentage towards the provision of Library Facilities.

**“Library Facilities”** means the provision of sources of information and similar resources and provided by means of physical or digital access to material either by physical location or a virtual space.

**“New Stadium Application”** means the planning application dated 28<sup>th</sup> August 2018 and which has been allocated the reference number: V/2018/0586.

**“Occupation”** means occupation for the purposes of residential and business use permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms “Occupied”, “Occupy” and “Occupier” shall be interpreted accordingly.

**“Off Site Public Green Space Contribution”** means the sum of **One hundred and eight thousand pounds (£108,000.00)** (comprising One thousand pounds (£1,000.00) per Dwelling increased by the Percentage towards the provision of Off Site Public Green Space

**“Off Site Public Green Space”** means the provision and/or improvements of public green space facilities at Nabbs Lane Recreation Ground, Hucknall in the County of Nottinghamshire.

**“Offer”** means an offer in writing made by the Owner to the Registered Provider to enter into the Affordable Housing Contract.

**“Open Market Dwellings”** means the Dwellings other than the Affordable Dwellings.

**“Open Market Rent”** means a rent valued using the definition of the International Valuations Standard Committee as adopted by the Royal Institution of Chartered Surveyors and approved by the Council.

**“Open Market Value”** means the price which 100% of the freehold or long leasehold interest (as the case may be) in the relevant Affordable Dwelling would fetch if sold on the open market by a willing vendor and disregarding the obligations and restrictions contained in this Deed.

**“Percentage”** means the Percentage rise in the United Kingdom General Index of Retail Prices (All Items) when the last published index figure before the day of

payment is compared with the last published index figure before the date of this Agreement but if the basis for calculation between the new and the old figures is officially published that method shall be used for the purposes of comparison under this provision.

**“the Plan”** means the plan referred to in the First Schedule and annexed hereto.

**“Planning Administration Fee”** means the Council’s charge to cover the expenses incurred by the Council in monitoring compliance with the obligations contained in this Deed.

**“the Planning Permission”** means the planning permission pursuant to the Application<sup>s</sup> in the form set out in Appendix A

**“Practical Completion”** means the practical completion of the Intermediate Rented Dwellings as evidenced by the issue of a certificate by an architect, surveyor or other suitably qualified professional person confirming that the construction of the Intermediate Homes for Sale is completed internally and externally and further evidenced by Building Regulation Approval and “Practically Completed” shall have the same meaning.e

**“Price”** means the sum agreed with the Owner by the Registered Provider<sup>e</sup> including any Subsidy for the provision of the Affordable Dwellings.e

**“Primary Healthcare Contribution”** means the sum of **Fifty eight thousand two hundred and forty seven pounds (£58,247.00)** (comprising Five hundred and thirty nine pounds and thirty two pence (£539.32) per Dwelling) increased by three Percentage towards the provision of Primary Healthcare.e

**“Primary Healthcare”** means healthcare provided within the community of Hucknall.e

**“Public Realm Contribution”** means the sum of **One hundred and thirty one thousand pounds (£131,000.00)** (comprising One thousand two hundred and twelve pounds and ninety six pence (£1,212.96) per Dwelling) increased by three Percentage towards Public Realm Provision.e

**“Public Realm Provision”** means town centre improvements along the eastern part of the High Street and along Station Road/Portland Road in the town of Hucknall.e

**“Reasonable Service Charge”** means a sum that covers the contribution<sup>e</sup> required from time to time for those services and facilities which are of a nature<sup>e</sup> and to a standard reasonably required in connection with the Affordable Dwelling<sup>e</sup> such as maintaining, repairing and keeping secure the relevant Affordable<sup>e</sup>

Dwelling and its common parts the cleaning and lighting of common parts and the maintenance of any communal gardens or landscaping areas that directly benefit the Affordable Dwelling.

**“Registered Provider”** means a body which is:

- (a) registered as a provider of social housing under part 2 of the Housing and Regeneration Act 2008 or such other class of body as may be constituted under any legislation replacing that provision; and
- (b) approved by the Council.

**“Relevant Parties”** means the parties to this deed or their successors in title or assigns and in the case of the Council includes any statutory successors as local planning authority.

**“RP Shared Ownership Dwellings”** means 25% of the Affordable Dwellings to be constructed on the Affordable Housing Land and which are owned and managed by or in partnership with a Registered Provider, constructed to Space Standards and sold subject to a Shared Ownership Lease and a “RP Shared Ownership Dwelling” means any of the said dwellings.

**“Shared Ownership Lease”** means

- (a) a lease substantially in the form approved or published by Homes England and the Regulator of Social Housing whereby the tenant having paid an initial premium calculated by reference to a maximum of 75% of the Open Market Value of the particular unit pays a rent in respect of the remaining equity held by the Owner plus (if appropriate) a Reasonable Service Charge and whereby the tenant may by successive tranches purchase up to 100% of the equity in the unit; PROVIDED THAT such rent per annum shall:

- (i) initially be at a level not exceeding 2.5% of the full Open Market Value of the Registered Provider's retained share of the relevant affordable unit; and
- (ii) not be at a level which is in conflict with any applicable Homes England and Regulator of Social Housing restrictions relating to charges payable by the tenant

**“Space Standards”** means homes built to the minimum gross internal floor areas and storage (m<sup>2</sup>) for the relevant property type and size as set out in the Department for Communities and Local Government document ‘Technical Housing Standards – Nationally Described Space Standards’ first published in May 2015 or any other similar standards that may replace these.