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- email: planning.admin@ashfield.gov.uk
- telephone: 01623 457 388

DATED 28th of Oct 2014

ASHFIELD DISTRICT COUNCIL

and

BUILDRITE HOMES LIMITED

AGREEMENT

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

Re Residential Development at The Former Site of Coxmoor Public House Kirkby in Ashfield Nottingham

Alan Redmond

Ashfield District Council

Urban Road

Kirkby-in-Ashfield

Nottingham

NG17 8DA

THIS AGREEMENT is made the day of 2014

BETWEEN:

- (1) **ASHFIELD DISTRICT COUNCIL** of Council Offices Urban Road Kirkby in Ashfield Notts NG17 8DA ("the Council")
- (2) **BUILDRITE HOMES LIMITED** (Company Registration Number 08762261) of Pear Tree House Teversal Village Sutton in Ashfield Notts NG17 3JN ("the Owner")

BACKGROUND

- 1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is located
- 2) The Owner is the freehold owner of that part of the Site registered with Title Absolute under Title Number NT253590 free from incumbrances
- 3) The Owner has submitted the Application to the Council and the Council has agreed to grant the Planning Permission subject to the Completion of this Agreement
- 4) The Council requires and it is the purpose of this Agreement to secure a contribution towards off-site open space and an education contribution without which the Planning Permission will not be granted
- 5) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and (subject as mentioned) its successors in title and assigns and with the intention that this Agreement shall bind the owners and occupiers of the Site other than the owners or occupiers of any Residential Units and any service authority and/or utility company
- 6) In this Agreement the following terms shall have the following meanings:

"the Act"

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

“the Application”

means the Application for planning permission made under the Council’s reference V/2014/0377

“the Commencement Date”

means the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56 of the Act excluding any operations relating to the demolition of any existing buildings or clearance of the Site, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, temporary means of enclosures, the temporary display of site notices or advertisements

“Development”

means the development of the Site for housing as set out in the Planning Permission

“Education Authority”

means Nottinghamshire County Council or such other Local Government Authority or Public body as shall for the time being have the statutory duty to provide compulsory

state education within the district of
Ashfield

“Education Need” means the provision of 2 additional primary places at the Morven Park Primary School necessitated by the Proposed Development

“Education Contribution” means the sum of £22,190.00 Index Linked

“First Section 106 Agreement” means the agreement dated 8 May 2014 made between the Council (1) and the Owner (2) pursuant to Section 106 of the Act

“Index” means the All Items Retail Prices Index published by the Office for National Statistics contained in the monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor

“Index Linked” means such increase or decrease to sums payable to the Council under this Agreement on an annual basis or pro rata per diem from the date of grant of the Planning Permission until such time that payment of any sums in this Agreement is due such index linking to be equivalent to any inflationary increase or decrease on such sums in proportion to the increase or decrease taking as the measure of inflation

the Index last published before the date of the Agreement or any publication substituted for it

“Interest”

means the interest rate referred to in Clause 22

“Occupy, Occupied and Occupation”

means the actual occupation of any of the Residential Units constructed pursuant to the Planning Permission but shall not include occupation or fitting out or as a show house for marketing purposes and Occupy, Occupied and Occupation shall be construed accordingly

“the Open Space Contribution”

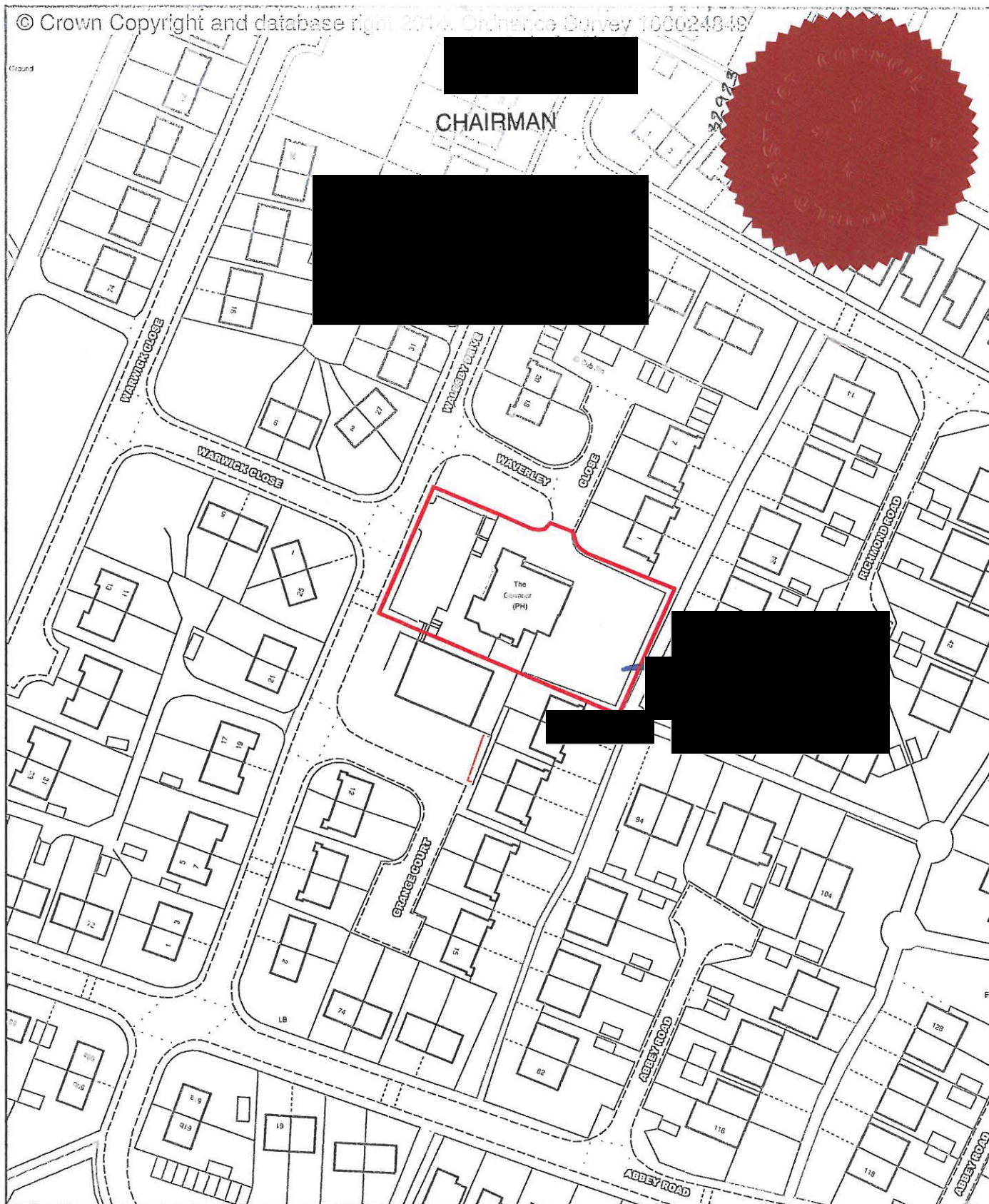
means £2500.00 (two thousand five hundred pounds) Index Linked per Residential Unit permitted for construction in accordance with the Planning Permission as a contribution to the offsite open space in the vicinity of the Development as set out in the Second Schedule

“the Plan”

means the Plan annexed hereto

“the Planning Obligations”

means any of the financial and other obligations set out in the Schedules to this Agreement



Section 106 Agreement - Construction of Eleven two Storey Dwellings

The Former Coxmoor Inn, Walesby Drive
KIRKBY IN ASHFIELD



Ashfield

Scale: 1 to 1250

Date: 14 Oct 2014



“the Planning Permission”	means the outline planning permission which may be granted pursuant to the Application a draft of which is attached to this Agreement in the Fourth Schedule
“Public Realm Provisions”	means provisions in relation to any and all publicly owned street and roads and any public and civic owned buildings
“Repayment Interest”	means the LIBOR Rate for the time being in force
“Residential Unit”	means a dwelling (including a house flat or maisonette) to be constructed on the Site pursuant to the Planning Permission
“the Site”	means land situate at the Former Coxmoor Public House Site Kirkby in Ashfield Nottingham as shown edged red on the Plan

7. Where the context so admits:-

- a) The masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa;
- b) Save as expressly provided in this Agreement or where to construe otherwise would be inconsistent with the requirements or provisions of the same covenants, restrictions, liabilities, obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally;

- c) Reference to “the Owner” in this Agreement shall include its successors in title and assigns and all persons deriving title under them except as stated in paragraph (5). and in operative clause 6 and where otherwise expressly provided;
- d) A covenant, restriction, liability or obligation by any party to this Agreement not to do something shall be construed as including a covenant, restriction or obligation not to permit or knowingly suffer it to be done by a third party;
- e) Reference to any statutory or other body or to the Head of Planning and Regulatory Services or Group Manager Planning shall include reference to its successors in function
- f) Reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement;
- g) Reference to Statutes Act Order Directions Regulations and Instruments includes (where appropriate) reference to their amendments and replacements

OPERATIVE CLAUSES

1. This Agreement is made pursuant to Section 106 of the Act and this Agreement and the covenants restrictions liabilities and obligations contained in this Agreement or agreed or completed pursuant to it are planning obligations for the purposes of that section which are enforceable by the Council.
2. In so far as any of the covenants, restrictions, liabilities and obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Sections 111 and 120 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the parties hereto to enter into the Agreement and in consideration of the covenants, restrictions, liabilities and obligations hereinafter contained
3. The covenants, restrictions, liabilities and obligations in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Agreement or to construe otherwise would be inconsistent with the requirements of any such covenants

4. The Owner covenants with the Council so as to bind the Site and each and every part thereof to carry out and comply with the covenants restrictions liabilities and obligations contained mentioned or referred to in the First Schedule
5. The Council covenants with the Owner to comply with their respective obligations set out in the Second and Third Schedules
6. No person shall be liable for any breach of the covenants, restrictions, liabilities or obligations contained in this Agreement occurring after they have parted with all of their interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to their liability for any subsisting breach prior to parting with such interest
7. For the avoidance of doubt it is agreed and declared that if the Planning Permission shall expire before the Commencement Date or be quashed as a result of legal proceedings, then this Agreement shall forthwith determine and cease to have effect
8. All notices, approvals, consents or other documents to be served on or by the Council under the provisions of this Agreement shall as appropriate be issued by or served on the Head of Planning or Group Manager Planning of the Council as appropriate
9. Any approval required pursuant to this Agreement must not be unreasonably withheld or delayed
10. Anything in this Agreement which has to be done to the Council's satisfaction must be done to the Council's reasonable satisfaction and in the case of any provision of this Agreement which requires confirmation (by whatever name) of such satisfaction (or reasonable satisfaction) by the Council the parties agree that the same shall not be unreasonably delayed or refused
11. Nothing in this Agreement shall be construed or implied so as to prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all Statutes Byelaws Statutory Instruments Orders or Regulations or in the exercise of their statutory functions
12. This Agreement shall be registered as a Local Land Charge

13. Unless expressly stated otherwise, nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

14. Unless otherwise specifically indicated in this Agreement or to construe otherwise would be inconsistent with the requirements of this Agreement, nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

15. No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

16. Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if both parties shall agree on one or in default of agreement to a single arbitrator to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996

17. All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

18. It is hereby agreed that none of the terms obligations and covenants in this Agreement shall to any degree be binding upon or enforceable against:-

- a) Any owner of an interest in any part of the Site who occupies that part as a Residential Unit; and or
- b) Any owner of an electricity sub-station and or gas governor site and or pumping station or other service supply installation

and such persons are not to be treated as persons deriving title from the Owner for the purpose of Section 106(3) of the Act

19. Any variations of the terms of this Agreement (other than minor amendments or variations of a transitory nature not affecting the nature or extent of liability hereunder) may be evidenced only by a supplemental deed executed as a deed of variation by the parties unless the Council otherwise indicates in writing and a copy

of any supplemental agreement shall be sent to the Council for the purpose of amending the Local Land Charges Register

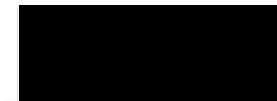
20. This Agreement is governed by and interpreted in accordance with the law of England and Wales
21. The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated
22. If the Owner fails to make any payment due to any other party under this deed by the due date for payment then without limiting such other party's other remedies the Owner shall pay interest on the overdue amount at the rate of 8% per annum such interest rate shall accrue on a daily basis from the due date of actual payment of the overdue amount before or after judgement. The Owner shall pay the interest together with the overdue amount. For the avoidance of doubt the due dates for payment are set out in the First Schedule of this Deed
23. In the event that the Owner (or their successors in title) are obliged to pay any Community Infrastructure Levy pursuant to the Community Infrastructure Levy Regulations 2010 (as amended) (or similar tax or levy) ("the levy") in respect of the Development in respect of any matter that has been or is to be funded pursuant to the Planning Obligations in this Agreement and to the extent that the Owner would otherwise pay for it twice the Council will not seek to enforce that Planning Obligation against the Owner (or their successors in title) to the extent of any unpaid amount, and shall treat any amount already paid as being paid towards settlement of the levy
24. The Owner shall not be required to comply with any Planning Obligations in this Agreement which would otherwise result in a duplication of any payments or other obligations previously discharged or complied with by the Owner pursuant to the First Section 106 Agreement

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

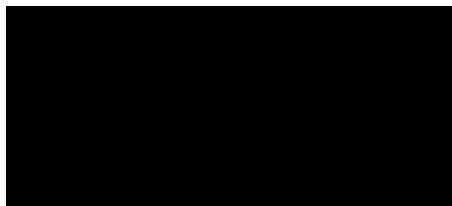
THE COMMON SEAL of ASHFIELD)

DISTRICT COUNCIL was hereunto affixed)

In the presence of :-



CHAIRMAN



EXECUTED as a DEED by BUILDRITE

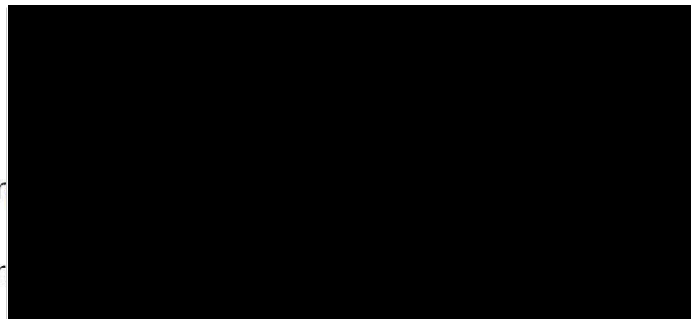
HOMES LIMITED)

Acting by two Directors or a Director)

And its Secretary:)

Dir

Dir



THE FIRST SCHEDULE

The Owners Obligations

1. For the purposes of monitoring compliance with this Agreement the Owner shall:
 - 1.1 give the Council notice in writing within 14 days of the Commencement Date that Development has commenced on the Site
 - 1.2 notify the Council in writing of the total number of the Occupied Residential Units comprised in the Development in respect of any part of the Site in its ownership each and every month from the first Occupied Residential Unit on the Site
2. The Owner shall pay to the Council on completion of this Agreement the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation and completion of this Agreement
3. The Owner shall:
 - 3.1 not Occupy or cause or permit to be Occupied (disregarding any show houses or sale offices) more than 3 of the Residential Units to be built in accordance with the Planning Permission unless payment has first been made to the Council of 50% (fifty percent) of the Open Space Contribution in accordance with paragraph 3.2
 - 3.2 pay 50% (fifty percent) of the Open Space Contribution to the Council prior to the Occupation of the 4th Residential Unit on the Site in accordance with the Planning Permission
 - 3.3 not Occupy or cause or permit to be Occupied (disregarding any show houses or sale offices) more than 7 of the Residential Units to be built in accordance with the Planning Permission unless payment has first been made to the Council of the remaining 50% (fifty percent) of the Open Space Contribution in accordance with paragraph 3.4

- 3.4 pay the remaining 50% (fifty percent) of the Open Space Contribution to the Council prior to the Occupation of the 8th Residential Unit on the Site in accordance with the Planning Permission

4. The Owner shall:

- 4.1 not Occupy or cause or permit to be Occupied (disregarding any show houses or sale offices) more than 3 of the Residential Units to be built in accordance with the Planning Permission unless payment has been made to the Council of 50% (fifty percent) of the Education Contribution in accordance with paragraph 4.2
- 4.2 pay 50% (fifty percent) of the Education Contribution to the Council prior to the Occupation of the 4th Residential Unit on the Site in accordance with the Planning Permission
- 4.3 not Occupy or cause or permit to be Occupied (disregarding any shows houses or sales offices) more than 7 of the Residential Units to be built in accordance with the Planning Permission unless payment has first been made to the Council of the remaining 50% (fifty percent) of the Education Contribution in accordance with paragraph 4.4
- 4.4 pay the remaining 50% (fifty percent) of the Education Contribution to the Council prior to the Occupation of the 8th Residential Unit on the Site in accordance with the Planning Permission

THE SECOND SCHEDULE

The Council's Obligations

- 1.1.1 To use the Open Space Contribution of £2500.00 per Residential Unit permitted for construction in accordance with the Planning Permission apportioned as follows:-
 - a) £825.00 towards improvements to Beacon Drive Kirkby in Ashfield
 - b) £1675.00 towards improvements to Kirkby Town Centre in relation to Public Realm Provisions
- 1.1.2 To provide to the Owner on request evidence as to how much of and how the Open Space Contribution has been spent expended or allocated
- 1.1.3 At the request of the Owner to refund the Owner (or otherwise the real or corporate person who has paid the Open Space Contribution to the Council) such part of the Open Space Contribution as has not been allocated committed or expended in accordance with paragraph 1.1.1 above within 5 years from the date of receipt by the Council of such contribution (or relevant part of the contribution as the case may be) together with Repayment Interest for the period from the date of payment to the date of refund
- 1.2 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations on the part of the Owner contained in this Agreement subject to such obligations having been duly discharged and shall remove this Agreement from the Local Land Charges Register

THE THIRD SCHEDULE

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

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

Contribution is made and not its successors in title). For the avoidance of doubt, any sum paid out of an Education Contribution by the Council to the Education Authority after the fifth anniversary of its payment but before the Council is served with written notice pursuant to this paragraph, any amount actually paid by the Council to the Education Authority before receipt of such notice shall not have to be repaid to the Owner

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

THE FOURTH SCHEDULE

Draft form of notice of planning permission

Planning Permission reference V/2014/0377 in the draft form annexed to this Agreement to be issued pursuant to the Application

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

Approval Notice

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/2014/0377**

Location of Development: **The Former Coxmoor Inn Walesby Drive Kirkby in
Ashfield
Notts**

Description of Development: **Construction of Eleven Two Storey Dwellings**

Applicant Name: **Buildrite Homes Ltd**

Date:

CONDITIONS:

1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.
2. No development shall take place until samples of the materials and finishes to be used for the external elevations and roof of the proposal have been agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out with those materials, unless the Local Planning Authority gives written approval to any variation.
3. No development shall take place until the following matters have been submitted to and agreed in writing by the Local Planning Authority:
 - (a) Full details of the proposed treatment of the site's boundaries.
 - (b) A phasing scheme for the implementation of the agreed boundary treatment. The boundary treatment shall be undertaken in accordance with the agreed details.
4. No building operations shall commence on site until such time as an adequate means of disposal of surface water has been constructed and is capable of use to the satisfaction of the Local Planning Authority.
5. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping. All planting, seeding or turfing indicated on the approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation of the building or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.
6. This permission shall be read in accordance with the following plans: location plan 1:1250 and Elevations and Floor Plans Drawing Number WD11/11/13 received 21st July 2014, Site Layout Plan Drawing Number WD60/07/14 Rev 'B' Received 15th September 2014 and Elevations and Floor Plans Drawing Numbers WD53/11/14 and WD52/11/14 received 14th October 2014. The development shall thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.
7. No part of the development hereby permitted shall be occupied until all access driveways and the access road shall be constructed and surfaced in a bound material and a new 2.0 metre footway along Waverley Close shall be provided in accordance with the approved plan no. WD60/07/14 Rev 'A'.
8. No part of the development hereby permitted shall be occupied until dropped vehicular footway crossings serving plots 1-5a are available for use and constructed in accordance with the Highway Authority specification to the satisfaction of the Local Planning Authority.
9. No part of the development hereby permitted shall be brought into use until all the access driveways / parking / turning areas are surfaced in a hard bound material and constructed with provision to prevent the unregulated discharge of surface water from the driveways /parking / turning areas to the public highway in accordance with details first submitted to and approved in writing by the Local Planning Authority. The provision to prevent the unregulated discharge of surface water to the public highway shall then be retained for the life of the development.
10. Pedestrian visibility splays of 2m by 2m shall be provided on each side of the vehicle access. The areas of land forward of these splays shall be maintained free of all obstructions over 0.6m above the carriageway level at all times
11. No works shall take place until a construction method statement has been submitted to and agreed in writing by the Local Planning Authority. Development shall then proceed in accordance with the agreed scheme.

REASONS:

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.
2. To ensure the satisfactory appearance of the development.
3. To safeguard the amenities of residents living in the vicinity of the application site.
4. To ensure the development has provision for adequate facilities to dispose surface water.
5. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.
6. To define the terms of this permission and for the avoidance of doubt.
7. To ensure that the development is constructed to adoptable standards.
8. To enable vehicles to enter and leave the public highway in a slow and controlled manner and in the interests of general Highway safety.
9. To ensure surface water from the site is not deposited on the public highway causing dangers to road users.
10. To ensure that there is satisfactory visibility at the access point, in the interests of highway safety.
11. In order to minimise disturbance to surrounding properties.

INFORMATIVE

1. The applicant/developer is strongly advised to ensure compliance with all planning conditions, if any, attached to the decision. Failure to do so could result in LEGAL action being taken by the Ashfield District Council at an appropriate time, to ensure full compliance. If you require any guidance or clarification with regard to the terms of any planning conditions then do not hesitate to contact the Development & Building Control Section of the Authority on Mansfield (01623 450000).
2. The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848.
Further information is also available on The Coal Authority website at www.coal.decc.gov.uk
Property specific summary information on past, current and future coal mining activity can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com
3. The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Highways Authority, the new roads, footways and any highway drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for roadworks.
 - a) The Advanced Payments Code in the Highways Act 1980 applies and under section 219 of the Act payment will be required from the owner of the land fronting a private street on which a new building is to be erected. The developer should contact the Highway Authority with regard to compliance with the Code, or alternatively to the issue of a Section 38 Agreement and bond under the Highways Act 1980. A Section 38 Agreement can take some time to complete. Therefore, it is recommended that the developer contact the Highway Authority as early as possible.
 - b) It is strongly recommended that the developer contact the Highway Authority at an early stage to clarify the codes etc. with which compliance will be required in the particular circumstance, and it is essential that design calculations and detailed construction drawings for the proposed works are submitted to and approved by the County Council (or District Council) in writing before any work commences on site. Correspondence with the Highway Authority should be addressed to Mr Peter

Evans (Principal Officer - Highways Development Control) on 01623 520733 or via email on peter.m.evans@nottscc.gov.uk

The development makes it necessary to construct vehicular crossings over a footway of the public highway. These works shall be constructed to the satisfaction of the Highway Authority. You are, therefore, required to contact the County Council's Highways Area Office tel. 01623 520738 to arrange for these works to be carried out.

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. The applicant should note the type and scale of development may trigger the requirement for contributions to provide for the extra demand on highway assets and infra-structure. You are advised to consult NCC Planning Contributions Strategy (March 2007 rev 2010)

<http://cms.nottinghamshire.gov.uk/home/environment/planningmatters/planningcontributionsstrategy.htm>

The applicant's attention is drawn to the requirement to pay commuted sums. This will apply where the Highway Authority is expected to adopt non-standard material or over & above what is normally required for operational and safety requirements.

http://www.leics.gov.uk/index/6csdg/highway_req_development_part4.htm#sectionmc18

4. The Crime and Disorder Act 1998 places a responsibility upon the Local Planning Authority to consider the implications of crime in its decisions and to this end we work with the police in respect of planning and design issues. We wish to encourage the adoption of the Association of Chief Planning Officers 'Secured by Design' scheme on future developments, wherever possible, as a means of reducing the opportunities for crime and disorder. You are therefore advised to contact the Police Architectural Liaison Officer (tel. 0115 9672617) to discuss your proposal in relation to such.
5. This permission shall be read in conjunction with an Agreement made under Section 106 of the Town and Country Planning Act 1990 and dated <<...>>.
6. The scheme should incorporate Sustainable Urban Drainage systems. Please contact the Environment Agency for further information on 0115 8463654.
7. If a soakaway is used, it shall be sited at least five metres to the rear of the highway boundary, in the interests of highway safety.

For further detail on the decision please see the application report by contacting the Development Section on 01623 457388.

REASONS FOR APPROVAL

The decision to grant permission has been taken having regard to the policies and proposals in the Ashfield Local plan Review (2002) and all relevant material considerations, including Supplementary Planning Guidance:

PROACTIVE WORKING

The processing of this application has been undertaken in accordance with the requirements of the National Planning Policy Framework (Core Planning Principles).

.....
Trevor Watson
SERVICE DIRECTOR – ECONOMY