



## **DISCLAIMER**

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- email: [planning.admin@ashfield.gov.uk](mailto:planning.admin@ashfield.gov.uk)
- telephone: 01623 457 388

THIS AGREEMENT is made the 20<sup>th</sup> day of March 20 13

**BETWEEN:**

- (1) **GLADEDALE (BARLBOROUGH) LIMITED** (Company No 3675479) whose registered office address is Ashley House Ashley Road Epsom Surrey KT18 5AZ ('the Owner')
- (2) **THE BANK OF SCOTLAND PLC** whose registered office is at The Mound Edinburgh EH1 1YZ and its address for service is Princess House 7<sup>th</sup> Floor 1 Suffolk Lane London EC4R 0AX ('the Mortgagee')
- (3) **ASHFIELD DISTRICT COUNCIL** of Council Offices, Urban Road, Kirkby-in-Ashfield, Nottinghamshire, NG17 8DA ('the Council')

1. **Definitions**

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

- 1.1 "the Act" means Town and Country Planning Act 1990 (as amended) and terms not otherwise defined in this Agreement have the meaning ascribed to them in the Act unless a contrary intention appears
- 1.2 "the Application Site" means the land which is shown for the purposes of identification only edged red on the Revised Layout Plan
- 1.3 "the Approved Development" means residential development on the Application Site in accordance with the terms of the Existing Permission
- 1.4 "the Entire Site" means the land which was shown for the purposes of identification only edged red on the Plan attached to the Previous Agreement

- 1.5 "the Existing Permission" means the Planning Permission 2012/0275 issued by the Council on 6<sup>th</sup> September 2012
- 1.6 "the New Application" means the planning application dated 20<sup>th</sup> December 2012 in respect of the plot revision within the Revised Development to which has been allocated the Council's planning application reference no. 2012/0590
- 1.7 "the New Obligation" means the planning obligations referred to in Clause 3.1 of this Agreement and the Schedules of the Previous Agreement
- 1.8 "the New Planning Permission" means the grant of planning permission pursuant to the New Application
- 1.9 "the Previous Agreement" means an Agreement under and pursuant to Section 106 of the Act made between (1) Gladedale (Barlborough) Limited, (2) The Bank of Scotland PLC and (3) the Council hereto on 6<sup>th</sup> September 2012
- 1.10 "the Revised Development" means the Approved Development subject to the plot revision details for which approval is sought by the New Application
- 1.11 "the Revised Layout Plan" means the Plan bearing drawing number MILL-PL-02 dated 29<sup>th</sup> October 2012 a copy of which is attached to this Agreement and any reference to numbered Dwellings in this Agreement is to the corresponding plot number(s) on the Revised Layout Plan
- 1.12 Any term not otherwise defined in this Agreement has the meaning ascribed to it in the Previous Agreement unless the context requires otherwise

## 2. **Recitals**

WHEREAS:-

- 2.1 The Owner is registered at H.M. Land Registry as the proprietor of the Application Site with title absolute under title number NT 324726
- 2.2 The Mortgagee is mortgagee of the Application Site under a legal charge dated 15<sup>th</sup> June 2005 and made between the Owner and the Mortgagee
- 2.3 The Owner has submitted the New Application
- 2.4 The Owner desires to vary the house types on plot numbers 24 - 36
- 2.5 The Council acting through the delegated powers of its Head of Land and Property has decided to grant planning permission for the Revised Development in accordance with the New Application subject to conditions and subject to the making of this Agreement without which planning permission for the Revised Development would not have been granted
- 2.6 The Owner has agreed to enter into this Agreement for the purpose of varying the Previous Agreement in the manner following and for the purpose of procuring the issue of the New Planning Permission

## **2 Enabling Powers**

- 2.1 The parties hereto enter into this Agreement under and pursuant to Sections 106 and 106A sub-sections 1(a) and 2 of the Act.

## **3 Planning Obligations**

- 3.1 In exercise of its powers under Section 106 and Section 106A of the Act the Council hereby agrees that the Previous Agreement shall be varied with effect from the date of this Agreement so that all references in the Previous Agreement to the Layout Plan shall be read so as to incorporate references to the Revised Layout Plan in respect of the Application Site.
- 3.2 In all other respects the Previous Agreement remains unaltered

3.3 The Council is the Authority entitled to enforce the Previous Agreement as herein varied.

4. **Conditionality**

This Agreement is conditional upon the issue of the New Planning Permission.

5. **Covenant**

5.1 The Owner hereby covenants with the Council pursuant to Sections 106 and 106A of the Act that

5.1.1 the Entire Site shall continue to be bound by the Obligations in the Previous Agreement and for all purposes connected with the Previous Agreement dwellings built or other development carried out pursuant to the New Planning Permission shall be treated as if it had been built or carried out pursuant to the Existing Permission

5.1.2 if (but only if) the New Planning Permission is implemented the Previous Agreement shall be varied in accordance with Clause 3.1 above and implemented accordingly

5.1.3 they will at their own expense duly carry out and perform the Previous Agreement (whether or not varied in accordance with sub-clause 5.1.2 above)

5.2 For the avoidance of doubt the sums due pursuant to the Second, Third, Fourth and Fifth Schedules of the Previous Agreement shall be payable only once, whether pursuant to the Previous Agreement or this Agreement.

7. **Agreements and Declarations**

It is agreed and declared as follows:

- 7.1 Any reference to a party to this Agreement shall where the context so admits shall include their successors in title and assigns
- 7.2 Words importing one gender shall be construed as importing any gender, and words importing the singular shall be construed as importing the plural and vice versa
- 7.3 No person shall be liable for breach of covenant contained in this Deed after he shall have parted with all interest in the Application Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 7.4 The Agreement is a Local Land Charge and shall be registered as such
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.6 This Deed shall cease to have effect insofar only as it has not already been complied with if the New Planning Permission shall be quashed, revoked or otherwise withdrawn or without the consent of the Owner it is modified by any statutory procedure or expires prior to the Commencement of Development
- 7.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission other than the Existing Permission or the New Planning Permission granted whether or not on appeal after the date of this Deed

## 8. **Costs**

The Owner shall on the execution of this Deed pay the Council's costs incurred in the preparation and settlement of this Deed in the sum of £700.00 exclusive of VAT

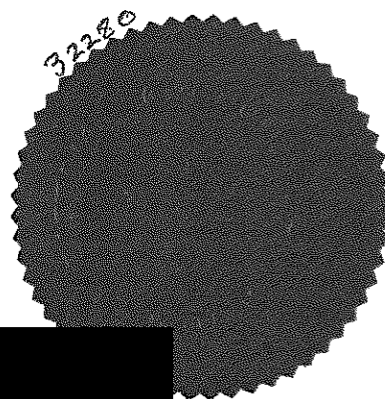
**IN WITNESS** whereof the parties have executed this Agreement as a Deed the day and year first before written

**EXECUTED AS A DEED** by the said  
**GLADEDALE (BARLBOROUGH) LIMITED**  
acting by two Directors or a  
Director and its Secretary

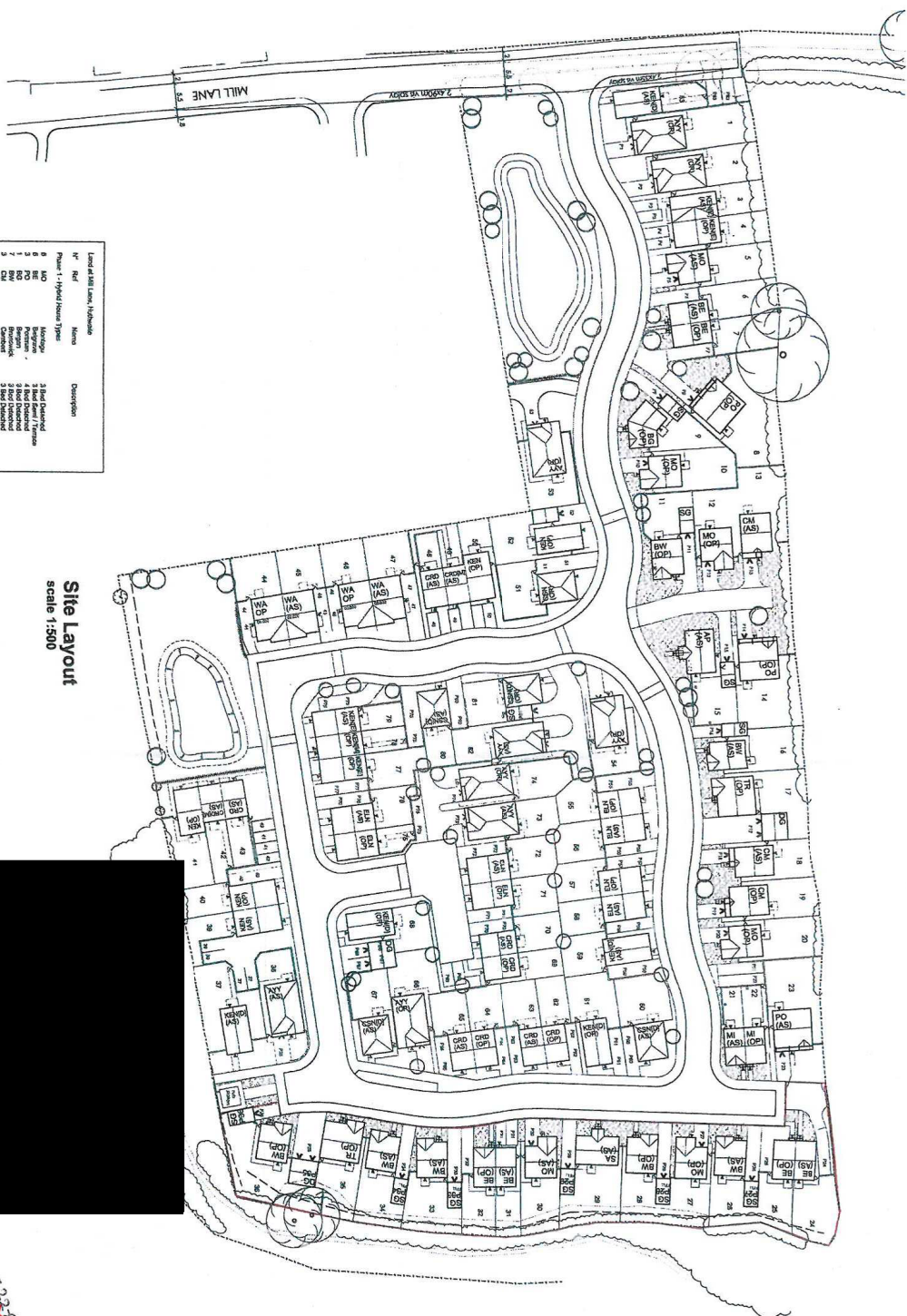
**EXECUTED AS A DEED** by

**EXECUTED AS A DEED** by

**ASHFIELD DISTRICT COUNCIL**  
having affixed its **COMMON SEAL**  
to this deed in the presence of





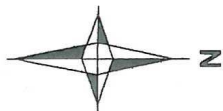


Leaflet of BSL, no. 14/2004/04	Leaflet no.	Ref	Ref	Ref	Description
Phase 1: 11/1997 Phase 1/2	1	NO	NO	NO	1 and 2 not started
	2	NO	NO	NO	1 and 2 not started
	3	NO	NO	NO	1 and 2 not started
	4	NO	NO	NO	1 and 2 not started
	5	NO	NO	NO	1 and 2 not started
	6	NO	NO	NO	1 and 2 not started
	7	NO	NO	NO	1 and 2 not started
	8	NO	NO	NO	1 and 2 not started
	9	NO	NO	NO	1 and 2 not started
	10	NO	NO	NO	1 and 2 not started
Phase 2: 1/1998 Phase 2/3	1	NO	NO	NO	1 and 2 not started
	2	NO	NO	NO	1 and 2 not started
	3	NO	NO	NO	1 and 2 not started
	4	NO	NO	NO	1 and 2 not started
	5	NO	NO	NO	1 and 2 not started
	6	NO	NO	NO	1 and 2 not started
	7	NO	NO	NO	1 and 2 not started
	8	NO	NO	NO	1 and 2 not started
	9	NO	NO	NO	1 and 2 not started
	10	NO	NO	NO	1 and 2 not started
Total = 32					
Phase 2: 4/1998 Phase 2/4					
Total = 10	1	NO	NO	NO	1 and 2 not started
	2	NO	NO	NO	1 and 2 not started
	3	NO	NO	NO	1 and 2 not started
	4	NO	NO	NO	1 and 2 not started
	5	NO	NO	NO	1 and 2 not started
	6	NO	NO	NO	1 and 2 not started
	7	NO	NO	NO	1 and 2 not started
	8	NO	NO	NO	1 and 2 not started
	9	NO	NO	NO	1 and 2 not started
	10	NO	NO	NO	1 and 2 not started
Total = 41					
Phase 2: 5/1998 Phase 2/5					
Total = 41	1	NO	NO	NO	1 and 2 not started
	2	NO	NO	NO	1 and 2 not started
	3	NO	NO	NO	1 and 2 not started
	4	NO	NO	NO	1 and 2 not started
	5	NO	NO	NO	1 and 2 not started
	6	NO	NO	NO	1 and 2 not started
	7	NO	NO	NO	1 and 2 not started
	8	NO	NO	NO	1 and 2 not started
	9	NO	NO	NO	1 and 2 not started
	10	NO	NO	NO	1 and 2 not started
Total = 41					
Phase 2: 6/1998 Phase 2/6					
Total = 41	1	NO	NO	NO	1 and 2 not started
	2	NO	NO	NO	1 and 2 not started
	3	NO	NO	NO	1 and 2 not started
	4	NO	NO	NO	1 and 2 not started
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	6	NO	NO	NO	1 and 2 not started
	7	NO	NO	NO	1 and 2 not started
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	9	NO	NO	NO	1 and 2 not started
	10	NO	NO	NO	1 and 2 not started
Total = 41					
Phase 2: 7/1998 Phase 2/7					
Total = 41	1	NO	NO	NO	1 and 2 not started
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	9	NO	NO	NO	1 and 2 not started
	10	NO	NO	NO	1 and 2 not started
Total = 41					
Phase 2: 8/1998 Phase 2/8					
Total = 41	1	NO	NO	NO	1 and 2 not started
	2	NO	NO	NO	1 and 2 not started
	3	NO	NO	NO	1 and 2 not started
	4	NO	NO	NO	1 and 2 not started
	5	NO	NO	NO	1 and 2 not started



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**Dale House  
9 Tallys End  
Barbborough  
Chesterfield  
S43 4WP**



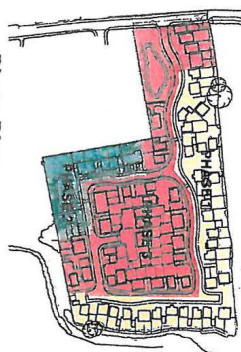
**Site Layout**  
scale 1:500

Ref	Notes	Description
1	1st Floor	1st Floor
2	2nd Floor	2nd Floor
3	3rd Floor	3rd Floor
4	4th Floor	4th Floor
5	5th Floor	5th Floor
6	6th Floor	6th Floor
7	7th Floor	7th Floor
8	8th Floor	8th Floor
9	9th Floor	9th Floor
10	10th Floor	10th Floor
11	11th Floor	11th Floor
12	12th Floor	12th Floor
13	13th Floor	13th Floor
14	14th Floor	14th Floor
15	15th Floor	15th Floor
16	16th Floor	16th Floor
17	17th Floor	17th Floor
18	18th Floor	18th Floor
19	19th Floor	19th Floor
20	20th Floor	20th Floor
21	21st Floor	21st Floor
22	22nd Floor	22nd Floor
23	23rd Floor	23rd Floor
24	24th Floor	24th Floor
25	25th Floor	25th Floor
26	26th Floor	26th Floor
27	27th Floor	27th Floor
28	28th Floor	28th Floor
29	29th Floor	29th Floor
30	30th Floor	30th Floor
31	31st Floor	31st Floor
32	32nd Floor	32nd Floor
33	33rd Floor	33rd Floor
34	34th Floor	34th Floor
35	35th Floor	35th Floor
36	36th Floor	36th Floor
37	37th Floor	37th Floor
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39	39th Floor	39th Floor
40	40th Floor	40th Floor
41	41st Floor	41st Floor
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95	95th Floor	95th Floor
96	96th Floor	96th Floor
97	97th Floor	97th Floor
98	98th Floor	98th Floor
99	99th Floor	99th Floor
100	100th Floor	100th Floor

CHAIRMAN

AUTHORISED OFFICER

**Phase Plan**  
scale NTS



For the Council

Title: Planning Layout - composite map			
Project: Residential Development at Mill Lane, Huthwaite			
Drawn: SFE	Checked: -	Date: 29-10-12	
Drawing number: MILL-PL-02		Rev: -	
Scale: 1:500 @ A1	Rev: -		
Ben Bailey Homes (Midlands) Gladeville Ltd. Dale House 3 Talys End Belperdonagh Belper, Derbyshire S43 8NP			