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

DATED

19th November

2015

MRS J. D. WESSON & G. A. TAYLOR ESQ (1)

ASHFIELD DISTRICT COUNCIL (2)

SANTANDER UK PLC (3)

Unilateral Undertaking

pursuant to

Section 106 Town and Country Planning Act 1990

relating to

Brookside Farm

Lower Bagthorpe

Bagthorpe

Nottinghamshire

NG16 5HF



HARDWICK LEGAL
SOLICITORS

Brook House 222 Blackwell Road Huthwaite Nottinghamshire NG17 2RF
(ref: GLG)

1 Definitions and interpretation

1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

- 1.1.1 '1990 Act' means the Town and Country Planning Act 1990;
- 1.1.2 'Application' the application for full planning permission for the Development submitted to the Council and allocated reference number V/2015/0428;
- 1.1.3 'Development' means the development pursuant to the Planning Permission of part of the Site with the erection of a single detached garage and carport in the position shown on the Drawing together with change of use to form an access track and together with the construction of an access track in the position shown on the Drawing;
- 1.1.4 'Drawing' means Drawing Number SC/0B/21/05/1401 Revision G attached;
- 1.1.5 'Existing Permission' means a decision notice issued by the Council on 24 April 2003 under reference 2003/0192 permitting the constitution of a two storey extension and the construction of the Garage on the Site;
- 1.1.5 'Garage' means the detached Garage that may be constructed within the paddock forming part of the Site pursuant to the Existing Permission;
- 1.1.6 'Plan' means the Land Registry Official copy of title plan of title NT354189 attached;
- 1.1.7 'Planning Permission' means the full planning permission subject to conditions to be granted by the Council pursuant to the Application;
- 1.1.8 'Site' means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1; and
- 1.1.9 'Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part

of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence the Development' shall be construed accordingly.

1.2 Interpretation

- 1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- 1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council the successors to their statutory functions.
- 1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.

5 The Mortgagee

5.1 The Mortgagee acknowledges and declares that:

5.1.1 this deed has been entered into by the Owner with his consent,

5.1.2 its interest in the Site shall be bound by the obligations contained in this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site, and

5.1.3 it shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession or all or any part of the Site.

6 Provisions of immediate effect

Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 Local land charge

This deed shall be registered as a local land charge.

8 Jurisdiction and legal effect

8.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.

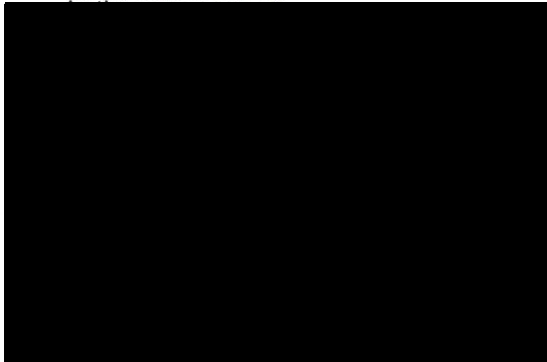
8.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

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

8.4 The provisions of this deed (other than this clause 8.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

SIGNED as a DEED

by the said GLEN ADRIAN TAYLOR



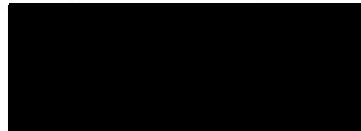
THE COMMON SEAL OF

SANTANDER UK plc

was hereunto affixed by

Order of the Board

in the presence of:



Wendy York
Service Advisor
Deeds Services

By authority of the Board of Directors
Santander UK plc

Authorised Signatory

Existing Front Elevation Scale 1/100

Existing Side Elevation Scale 1/100

Existing Side Elevation Scale 1/100

Proposed Front Elevation Scale 1/100

Proposed Side Elevation Scale 1/100

Proposed Rear Elevation Scale 1/100

Proposed Side Elevation Scale 1/100

Proposed Front Elevation Scale 1/100

Proposed Side Elevation Scale 1/100

Proposed Side Elevation Scale 1/100

100

Proposed Ground Floor Plan 1/50

Proposed Site Block Plan 1:500

TERRAM
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GreatProtek, the #1 in the industry, is a leading manufacturer of recycled plastic. TERRAM Truckpave plastic, TERRAM Truckpave cellular paving is robust, durable and capable of withstanding all levels of traffic up to and including cars, trucks, and heavy construction equipment.

TERRAM BioProve 85 is an emulsifying cellular pavers paving system for ground stabilization. It is a polymer emulsion which can be installed with water or grass and is available in 100 and 200 lb. bags.

TERRAM GrassProtek heavy-duty cellular paving mesh reinforces eroded surfaces prone to rain and washing away. It is permanent and provides a permanent seedbed for grass, shrub, and tree seedlings. The installed mesh structure provides traction and slip

Rick Cobham Design Ltd
3 Brightoner Street, Hook, Nott. NG1 1FD
Mobile 0778 504 2005 Telephone 0115 6708135
Q.S. Map Licence Number ME15 00060111

Client
Mrs Julie Wesson
Brookside Farm
Lower Bagthorpe
Bagthorpe
Nottinghamshire
NG16 5HF

Project
Construction of new build single garage with overhanging
shed

Drawing Title
Proposed floor plans, elevations and site block plan

Scale 1/50, 1/100, 1/500, 1/1250 **Date** 19/05/15

By Vinhal Schol **Status** Planning

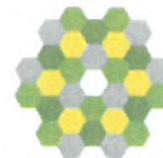
Drawing number SCOB2165/1401 **Revision** 0

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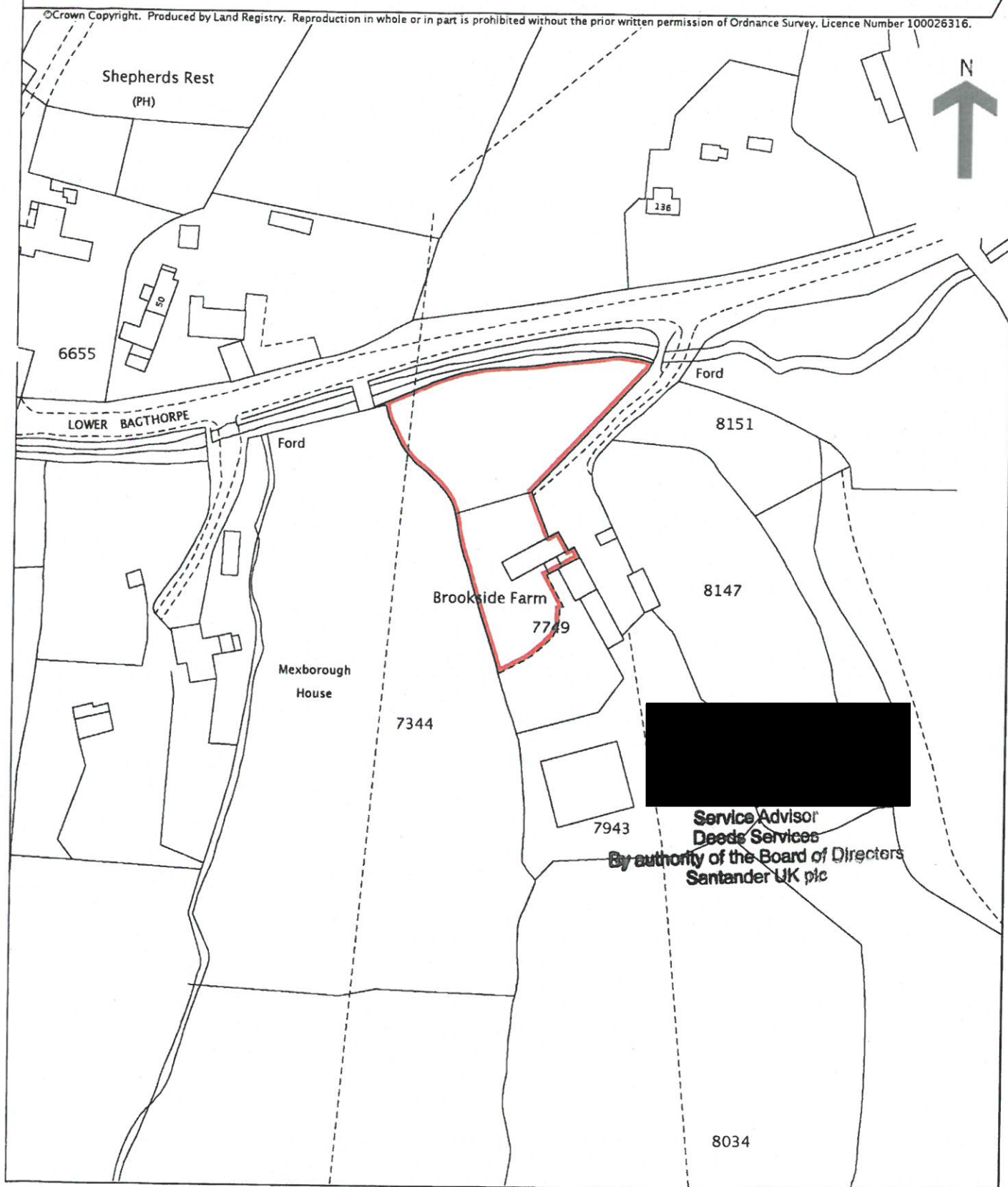
Deeds Services
By authority of the Board of Directors
Santander

Land Registry
Official copy of
title plan

Title number **NT354189**
Ordnance Survey map reference **SK4651SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Nottinghamshire : Ashfield**



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SCHEDULE 1

The Owner's Title and Site Description

Brookside Farm Lower Bagthorpe Bagthorpe Nottinghamshire NG16 5HF as the same is registered at the Land Registry under title number NT354189.

SCHEDULE 2

The Owner's Covenants with the Council

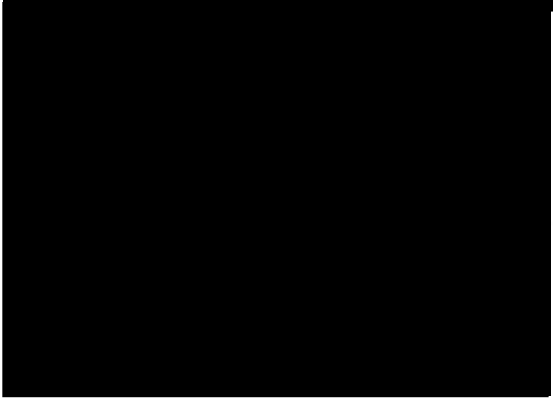
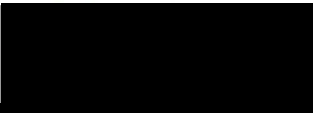
1. The Owner will not construct nor commence construction of the Garage at any time prior to the date on which the Planning Permission shall expire.
2. If the Owner shall Commence the Development the Owner shall not at any time thereafter construct nor commence the construction of the Garage.
3. If the Owner shall commence construction of the Garage the Owner shall not at any time thereafter Commence the Development.

PROVIDED THAT the provision of this Schedule shall cease to have effect if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner is modified by any statutory procedure.

IN WITNESS whereof the Owner and the Mortgagee have executed this deed as a deed

SIGNED as a DEED

by the said JULIE DIANE WESSON



2 Legal basis

- 2.1 This deed constitutes a planning obligation pursuant to the 1990 Act section 106, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The terms of this deed create planning obligations for the purposes of Section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

3 Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon the grant of the Planning Permission save for the provisions of clause 6, which shall come into effect immediately upon completion of this deed.

3.2 Duration

- 3.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.
- 3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 3.2.3 Nothing in this deed shall prevent compliance with any obligation pursuant to it before that obligation comes into effect under this clause 3 and no such early compliance shall amount to a waiver of the effect of this clause 3.

4 Owner's covenants

The Owner covenants with the Council as set out in Schedule 2.

THIS UNILATERAL UNDERTAKING is given the 19th day of November 2015 BY:

- 1 JULIE DIANE WESSON and GLEN ADRIAN TAYLOR both of Brookside Farm Lower Bagthorpe Bagthorpe Nottinghamshire NG16 5HF ('the Owner') TO:
- 2 ASHFIELD DISTRICT COUNCIL of Council Offices Urban Road Kirkby-in-Ashfield Nottinghamshire NG17 8DA ('the Council')

WITH THE CONSENT OF:

- 3 SANTANDER UK PLC (Company Registration Number 2294747) whose registered office is at 2 Triton Square Regent's Place London NW1 3AN ('the Mortgagee')

RECITALS

- A The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- B The Owner is the freehold owner of the Site as set out in Schedule 1.
- C The Existing Permission permitted the construction of a two storey extension and erection of the Garage at the Site.
- D The two storey extension permitted by the Existing Permission has been constructed but the Owner and their predecessors in title but construction of the Garage has not commenced.
- E The Mortgagee has a first legal charge over the Site pursuant to a registered charge dated 25 April 2014 made between the Owner (1) and the Mortgagee (2).
- F The Owner has submitted the Application to the Council.
- G The Council has resolved to grant the Planning Permission subject to the prior completion of this deed.
- H The Owner is prepared to enter into this deed in order to secure the planning obligations it creates.