



## **DISCLAIMER**

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

5106/448

**J.Lester**

---

**From:** landcharges  
**Sent:** 21 May 2014 09:33  
**To:** R.Illsley  
**Subject:** RE: Sec 106 Agreement - The Old Police Station 6 Brook Street Sutton in Ashfield

Hi Rob,

Thank you for your email with Section 106 Agreement attached.

I can confirm that the Agreement has been registered as a Local Land Charge with effect from today 21/05/2014.

Kind regards

Jane Lester  
Local Land Charges Assistant  
Ashfield District Council  
Urban Road  
Kirkby-in-Ashfield  
NG17 8DA

Telephone: 01623 457313  
Email: [j.lester@ashfield-dc.gov.uk](mailto:j.lester@ashfield-dc.gov.uk)

-----Original Message-----

**From:** R.Illsley  
**Sent:** 20 May 2014 11:39  
**To:** landcharges  
**Subject:** Sec 106 Agreement - The Old Police Station 6 Brook Street Sutton in Ashfield

Hi,

I write to inform you that I have completed the Sec 106 Agreement in relation to The Old Police Station 6 Brook Street Sutton in Ashfield.

I attach a copy of the deed and should be pleased if you would register this as a local land charge.

Kind regards

Rob

-----Original Message-----

**From:** [ithelpdesk@ashfield-dc.gov.uk](mailto:ithelpdesk@ashfield-dc.gov.uk) [<mailto:ithelpdesk@ashfield-dc.gov.uk>]  
**Sent:** 20 May 2014 11:35  
**To:** R.Illsley  
**Subject:** Message from lpc\_austria

THIS AGREEMENT is made the 19 day of May 2014

BETWEEN:

(1) ASHFIELD DISTRICT COUNCIL of Urban Road Kirkby in Ashfield Nottinghamshire NG17 8DA ("the Council")

(2) THE WELBECK ESTATE COMPANY LIMITED Company Registration Number 689754) whose registered office is situate at Portland Estate Office Cavendish House Welbeck Worksop Nottinghamshire S80 3LL 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 beneficial owner of the Site
- 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 financial contribution towards the provision of Off-Site Open Space or the completion of a Deed of Release and New Covenant 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 its successors in title and assigns and with the intention that this Agreement shall bind the owner 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"

the Town and Country Planning Act  
1990 (as amended)

"the Application"

the Application for planning permission made under the Council's reference V/2013/0487

"the Commencement Date"

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, diversion and - temporary means of enclosure, the temporary display of site notices or advertisements

Deed of Release and  
New Covenant.

means a Deed to be made between The Welbeck Estates Company Limited (1) William Henry Marcello Parente and The Welbeck Estates Company Limited (2) and Ashfield District Council (3) substantially in the same form as the deed annexed to the Third Schedule hereto



**"Development"**

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

**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 therefore) or such other index as may from time to time be published in substitution therefore

**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 made 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 substitution for it PROVIDED no contribution shall carry Interest and also be Indexed Linked

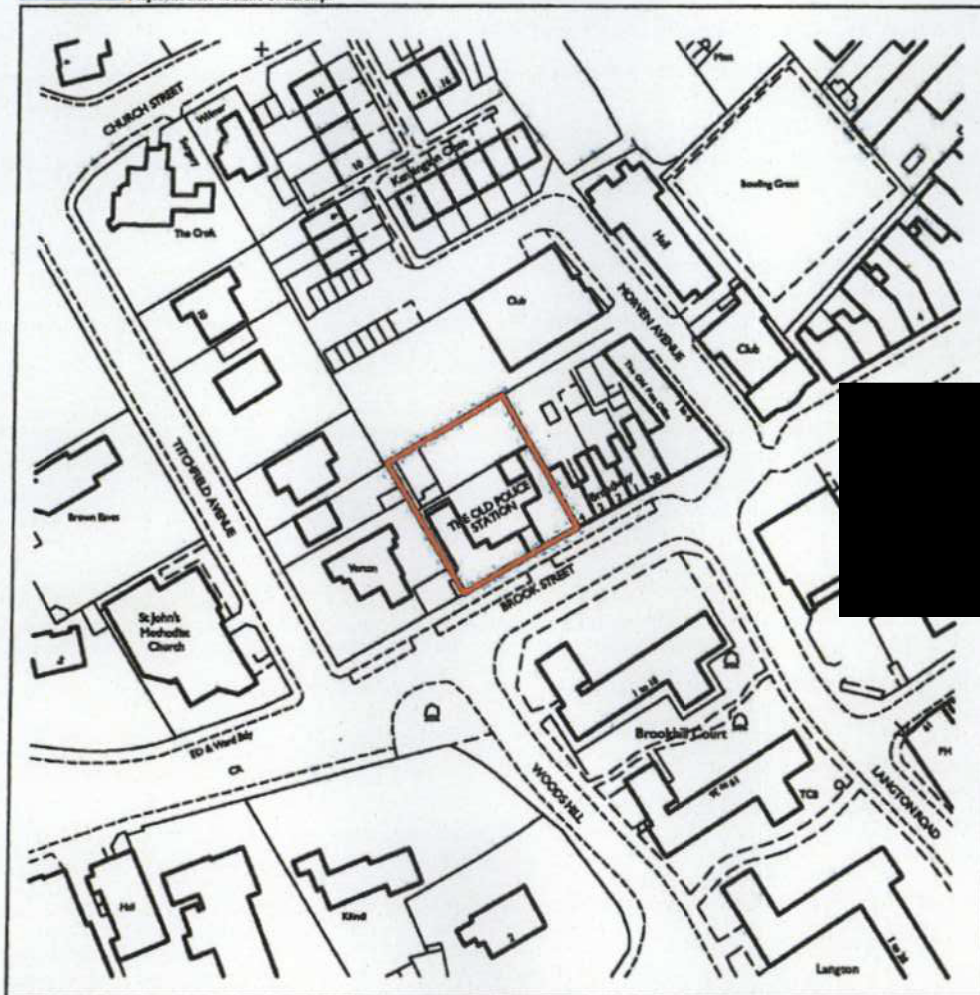
**"the Off Site Open Space**

Contribution	instead of any open space or play equipment or the like being required as part of the Development on the Site the sum payable pursuant to Clause 3 of the First Schedule at the rate of £2,500 Index Linked per completed Residential Unit to be constructed pursuant to the Planning Permission
"the Plan"	the Plan annexed hereto
"the Planning Permission"	means the planning permission which may be granted pursuant to the Application and which (if granted) will be in the form of the attached draft
"Residential Unit"	means a dwelling (including a house flat apartment or maisonette) to be constructed on the Site pursuant to the Planning Permission
"the Site"	ALL THAT freehold property known as the Old Police Station 6 Brook Street Sutton in Ashfield Nottinghamshire shown edged red on the Plan annexed hereto
"Interest"	means the LIBOR RATE for the time being in force
"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;

# Location Plan:

## Legend:

Application site.  
Adjacent sites in same ownership.



## Project:

**Conversion of The Old Police Station  
For Residential Purposes**

## Project Address:

**The Old Police Station, Brook Street  
Sutton-in-Ashfield, Notts, NG17 1AL**

## Client:

**Glass Property Development**

## Jackson Design Associates

Latimer House, Latimer Way,  
Sherwood Energy Village,  
Ollerton, Nottinghamshire, NG22 9QW

Telephones (01623) 863 222  
Facsimile: (01623) 863 555  
www.jacksonsdesign.co.uk

ARCHITECTURE • DESIGN • MANAGEMENT

j.d.a

Scale (Size):  
1:1250@A4

Date:  
August 2013

Ref (Rev):  
10 / 1798 / 04 revA

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- (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 it 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 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 Acts Orders 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.
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 the obligations set out in the Second Schedule
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 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

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
18. 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
19. If any payment due under this Agreement is paid late Interest will be payable from the due date of payment
20. All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

21. 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 a person deriving title from the Owner for the purposes of Section 106(3) of the Act
22. 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
23. This Agreement is governed by and interpreted in accordance with the law of England and Wales
24. 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

#### 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
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 amounting to £495.00
- 3 The Owner shall :
  - 3.1 not commence development on the Commencement Date unless it has either paid to the Council the Off Site Open Space Contribution or completed the Deed of Release and New Covenant
  - 3.2 pay the Off Site Open Space Contribution to the Council or completed the Deed of Release and New Covenant prior to the Commencement Date
  - 3.3 Provided Always that:
    - (a) if such sum(s) or any part thereof shall not be paid before the actual commencement of the Development it shall carry interest at 8% per annum from the date of actual commencement until actual payment and no Residential Units to be built upon the Site shall be completed whilst such sums or any part thereof (including interest as aforesaid) remains unpaid.

## THE SECOND SCHEDULE

### The Council's Obligations:

- 1.1.1 To use the Off Site Open Space Contribution towards improvements to Public Open Space within the District of Ashfield
- 1.1.2 To provide to the Owner on request evidence as to how much of and how the Off Site Open Space Contribution has been spent expended or allocated



1.1.3 To refund the Owner (or otherwise the real or corporate person who has paid the Off Site Open Space Contribution to the Council) such part of the Off Site 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 together with 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.

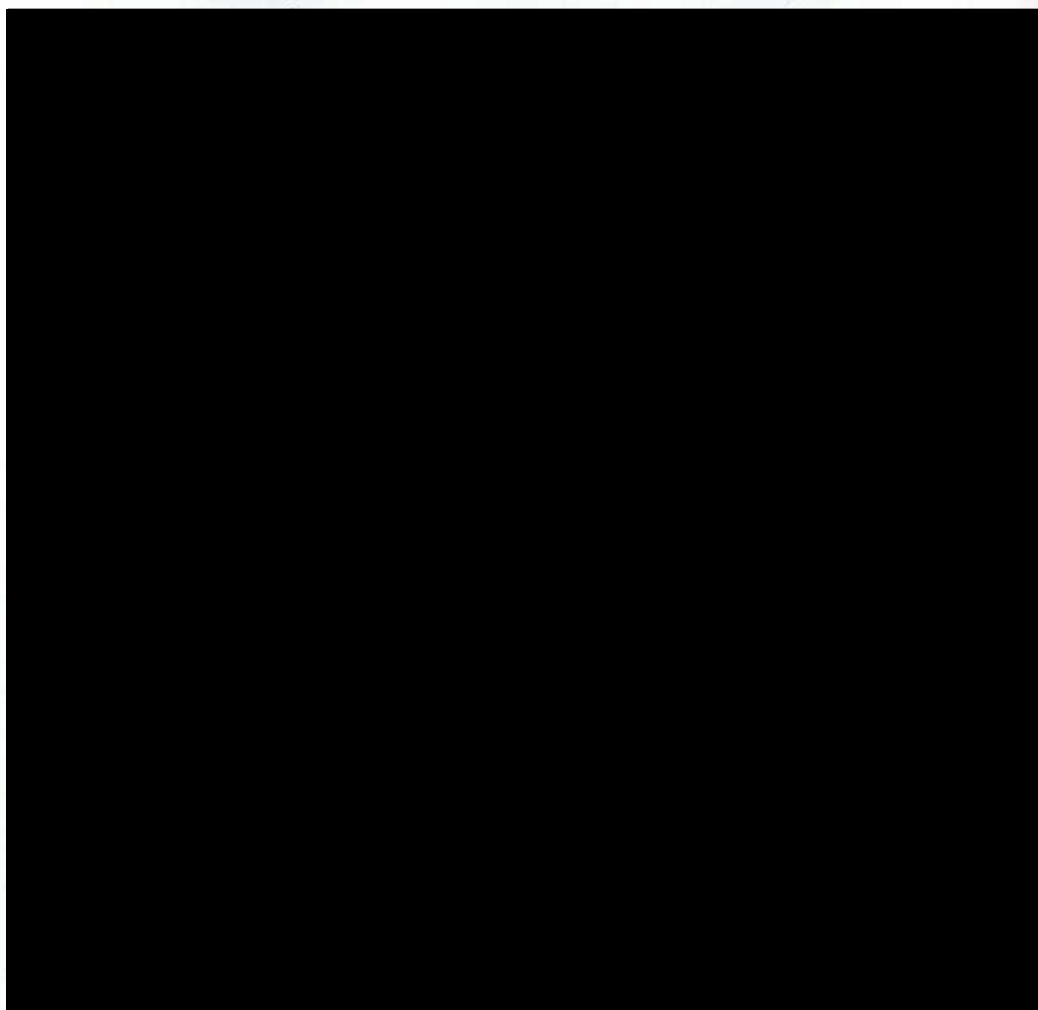
#### The Third Schedule

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:-

)  
)  
)

32701



DATED 19 May 2014

ASHFIELD DISTRICT COUNCIL

and

WELBECK ESTATE COMPANY  
LIMITED

AGREEMENT

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

Residential Development at The Old  
Police Station Sutton in Ashfield Ashfield  
Nottingham

P.G. Marshall  
Chief Executive,  
Ashfield District Council

## **ASHFIELD DISTRICT COUNCIL**

Urban Road,  
Kirkby-in-Ashfield,  
Nottingham,  
NG17 8DA

Tel: 01623 450000  
Fax:: 01623 457033  
[www.ashfield-dc.gov.uk/planning](http://www.ashfield-dc.gov.uk/planning)



# **Ashfield**

### **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**

### **Full Planning 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/2013/0487**

Location of Development: **Old Police Station Brook Street  
Sutton In Ashfield  
Nottinghamshire  
NG17 1AL**

Description of Development: **Conversion of "The Old Police Station" to from 9  
residential apartments with onsite cover facilities**

Applicant Name: **Glass Propoerty Development & The Welbeck  
Estates Company Ltd  
Mr Nick Glasby**

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. Any soil forming materials to be imported onto site shall be chemically tested using a suitably UKAS/MCERTS accredited laboratory to confirm the materials suitability for purpose. Copies of testing certificates shall be forwarded to Ashfield District Council for validation prior to importation of the material onto site.
4. The gates at the access point shall open inwards only and constructed in accordance with details which have been first submitted to and approved in writing by the Local Planning Authority. The approved gates shall be retained for the life of the development.
5. No part of the development hereby permitted shall be brought into use until the parking/turning areas are provided and are surfaced in a bound material with the parking bays clearly delineated in accordance with plans to be first submitted to and approved in writing by the Local Planning Authority. The parking/turning areas shall be maintained in the bound material for the life of the development and shall not be used for any purpose other than the parking/turning of vehicles.
6. No part of the development hereby permitted shall be brought into use until a new vehicular crossing with radii kerbs and tactile paving is available for use and constructed in accordance with the Highway Authority specification to the satisfaction of the Local Planning Authority.
7. No part of the development hereby permitted shall be brought into use until the cycle parking layout as indicated on the approved drawing has been provided and that area shall not thereafter be used for any purpose other than the parking of cycles.
8. 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.
9. The development hereby permitted shall not commence 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.
10. 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.
11. This permission shall be read in accordance with the following plans: Site Location Plan, received 2nd September 2013 and Elevations and Floor Plans Drawing Numbers 10/1798/05 Rev 'C', 10/1798/06 Rev 'A', 10/1798/07 Rev 'B' and 10/1798/08 Rev 'A' received 17th September 2013. The development shall

- thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.
12. Details of the material, design, specification, method of opening, method of fixing and finish of all windows and doors of the southern elevation facing Brook Street in the form of drawings and sections to 1:20 and 1:1 scale shall be submitted to and agreed in writing by the Local Planning Authority unless otherwise agreed in writing before works commence. The works shall be carried out only in accordance with the agreed details
  13. The windows in the Western Elevation at First Floor Level and the northern kitchen window of apartment 7, shall be glazed in obscure glass and maintained as such in perpetuity. Such work to be completed prior to the commencement of use of the hereby permitted development.

#### **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 ensure that the site, when developed, is free from contamination, in the interests of safety.
4. In the interests of Highway safety.
5. To ensure that adequate off-street parking provision is made to reduce the possibilities of the proposed development leading to on-street parking in the area.
6. In the interests of general highway safety.
7. To promote sustainable travel.
8. To safeguard the amenities of residents living in the vicinity of the application site.
9. To ensure that the development provides a satisfactory means of drainage, in order to reduce the risk of creating; or exacerbating a flooding problem, and to minimise the risk of pollution.
10. To ensure the satisfactory overall appearance of the completed development and to help assimilate the new development into its surroundings.
11. To define the terms of this permission and for the avoidance of doubt.
12. To safeguard the special architectural and historic interest of the building
13. To protect the amenity of the residents of the adjacent property.

#### **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 applicant is reminded of the accompanying legal agreement dated the ..... And the obligations required therein.
3. Landowners, individual property owners and users are responsible for managing the drainage of their own land. The applicant must satisfy themselves that drainage is managed in such a way as to prevent adverse impacts of neighbouring land. The Council take no responsibility for incorrect information or interpretations made by the applicant or their representatives. The responsibility for the checking of the design, calculations and details remain with the developer, or agent acting on their behalf.

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**

Date

201

**THE WELBECK ESTATES COMPANY LIMITED (1)**

**AND**

**WILLIAM HENRY MARCELLO PARENTE AND THE WELBECK  
ESTATES COMPANY (TITLE) LIMITED) (2)**

**AND**

**ASHFIELD DISTRICT COUNCIL (3)**

**DEED OF RELEASE  
AND NEW COVENANT**

**RELATING TO LAND FORMING THE NORTHERN PART OF  
THE LAMMAS RECREATION GROUND, LAMMAS ROAD,  
SUTTON-IN-ASHFIELD, NOTTINGHAMSHIRE**

**Ashfield District Council,  
Legal Services,  
Council Offices,  
Urban Road,  
Kirkby-In-Ashfield,  
Nottingham  
NG17 8DA**



**THIS DEED** is made the                      day of                      201

**BETWEEN:-**

- (1) **THE WELBECK ESTATES COMPANY LIMITED** (Company Registration Number 689754) whose registered office is at Portland Estates Office, Cavendish House, Welbeck, Worksop, Nottinghamshire S80 3LL ("the Company")
- (2) **WILLIAM HENRY MARCELLO PARENTE** of Welbeck Abbey, Welbeck, Worksop Nottinghamshire S80 3LT and **THE WELBECK ESTATES COMPANY (TITLE) LIMITED** (Company Registration Number 2055129) whose registered office is at Portland Estates Office, Cavendish House, Welbeck, Worksop, Nottinghamshire S80 3LL ("the Trustees")
- (3) **ASHFIELD DISTRICT COUNCIL** of Council Offices, Urban Road, Kirkby-In-Ashfield, Nottinghamshire NG17 8DA ("the Council")

**WHEREAS:-**

- (1) In this deed the following expressions have the following meanings namely:-
  - (a) "the Conveyance" means an Indenture dated 4<sup>th</sup> December 1914 and made between The Most Noble William John Arthur Charles James Duke of Portland (1) The Most Honourable William Arthur Henry Cavendish Bentick (2) The Urban District Council for the Urban District of Sutton-In-Ashfield (3)
  - (b) "the Northern Lammas Land" means the land being part of the Lammas Recreation Ground, Lammas Road, Sutton-In-Ashfield, Nottinghamshire as comprised (with other land at the Lammas Recreation Ground not the subject of this Deed) in Land Registry title

number NT422070 and which land is shown edged red on plan 1 attached to this deed.

(c) "the Provisions" means the trust declared in clause 2 and the proviso for re-entry contained in clause 3 of the Conveyance being

"2 The Premises hereby assured shall be held by the Council upon trust to permit the same be forever hereafter kept as open spaces and used for recreation and pleasure ground purposes except that a portion of the land thirdly hereinafter described and adjoining Penn Street Lane and footpath in Sutton-In-Ashfield aforesaid may be utilised for road widening if necessary"

"3 Provided Always and it is hereby assured and declared that if the premises hereby assured shall for a period of twelve calendar months have ceased to be used for the purposes of recreation and pleasure grounds it shall be lawful for the Duke and his assigns during the life of the Duke and after the death of the Duke the Marquess of Titchfield his heirs and assigns at any time not being later than the expiration of a period of twenty one years calculated from the date of the death of the survivor of the issue now living of her Late Majesty Queen Victoria into or upon the premises hereby assured or any part thereof in the name of the whole to re-enter the said premises peaceably to hold and enjoy thenceforth for the like estates and interests as the same would be held and enjoyed if these presents has not been executed"

(d) "the New Covenant" means the covenant set out in Clause 2 (a) of this Deed.

(2) The Council as sole trustee is the owner of the Northern Lammis Land subject to the Provisions

- (3). The Company and the Trustees are according to their respective estates and interests the successors in title to the Most Noble William John Arthur Charles James Duke of Portland the party of the first part to the Conveyance
- (4). The Council has requested the Company to release the Northern Lammas Land from the Provisions which the Company and the Trustees have agreed to do as hereinafter mentioned for the consideration as hereinafter set forth.

**NOW THIS DEED WITNESSETH AS FOLLOWS :-**

1. In consideration of the New Covenant hereinafter contained and the Council accepting the provisions of this Deed as satisfying the obligation to make open space contributions of £17,500 (index linked) referred to in a section 106 agreement dated the 21<sup>st</sup> day of December 2011 relating to 6 Brook Street, Sutton in Ashfield and in respect of the Company's proposed development relating to 6 Brook Street, Sutton in Ashfield with the planning application reference number V/2013/0487 the Company but only to the extent (if any) to which it has power to do so hereby release and the Trustees but only to the extent (if any) to which they have the power to do so and without incurring any personal liability or responsibility hereby release and confirm the Council and its successors in title to the Northern Lammas Land from the Provisions so far as the same are still subsisting and capable of being enforced and so far only as the same relate to the Northern Lammas Land
2. (a) The Council with the intent to bind so far as may be the Northern Lammas Land and each and every part of it and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the Northern Lammas Land or any part or parts thereof hereby covenants with the Company and as a separate covenant with the Trustees and each of them that the Council will not at any time hereafter use or permit or suffer to be used the Northern Lammas Land or any part or parts thereof

otherwise than for recreation and pleasure purposes or for use by community groups and bodies, charitable groups and bodies, voluntary bodies, sporting groups and bodies and bodies and groups which are sui generis to those stated groups and bodies which facilitates a benefit to the community and wider community or communities and which would include (but is not limited to) the erection of buildings or structures to facilitate such use.

(b) if the rule known as the Perpetuity Rule shall be applicable to the covenant contained in sub- clause (a) (but not further or otherwise) it is hereby declared that the said covenant shall not have effect after the expiration of a period of seventy-nine years from the date hereof which said period is hereby declared to be the perpetuity period for the purposes hereof and of the next following sub-clause.

3. It is hereby agreed and declared by and between the parties hereto:-

(a) That all the covenants and provisions contained in the Conveyance will save to the extent expressly released and varied in this Deed remain in full force and effect

(b) No covenant by the Company or by the Trustees for the title to make the release and the variation contained in clause 1 hereof shall be implied herein.

4. The Council hereby covenants with the Company and as a separate covenant with the Trustees that the Council will pay and indemnify the Company and the Trustees against all reasonable costs, charges, fees, disbursements, and expenses, including those of professional advisers and agents and including in each case Value Added Tax incurred by the Company and the Trustees in connection with preparing completing and registering this Deed.

5. The Council agrees to make the application for the registration of this Deed to the Chief Land Registrar to make the necessary entries on the registers of Title Number NT422070 and following completion of such registration to produce to the Company and to the Trustees for their retention Official Copies in respect of the registered title to prove the registration of the provisions of clause 1 and 2 of this Deed.

**IN WITNESS** whereof the parties have duly executed this Deed that day and year first before written

**SEALED** with **THE COMMON SEAL** of  
**THE WELBECK ESTATES COMPANY LIMITED**  
as a Deed (but not delivered until dated) in the presence of:

Director

Secretary


**SIGNED AS A DEED SEALED AND  
DELIVERED** by **WILLIAM HENRY  
MARCELLO PARENTE** in the  
Presence of

Witness signature

Witness name

Witness address

Witness occupation



**SEALED with THE COMMON SEAL of  
THE WELBECK ESTATES COMPANY  
(TITLE) LIMITED** as a Deed (but not  
delivered until dated) in the presence of;

Director

Secretary

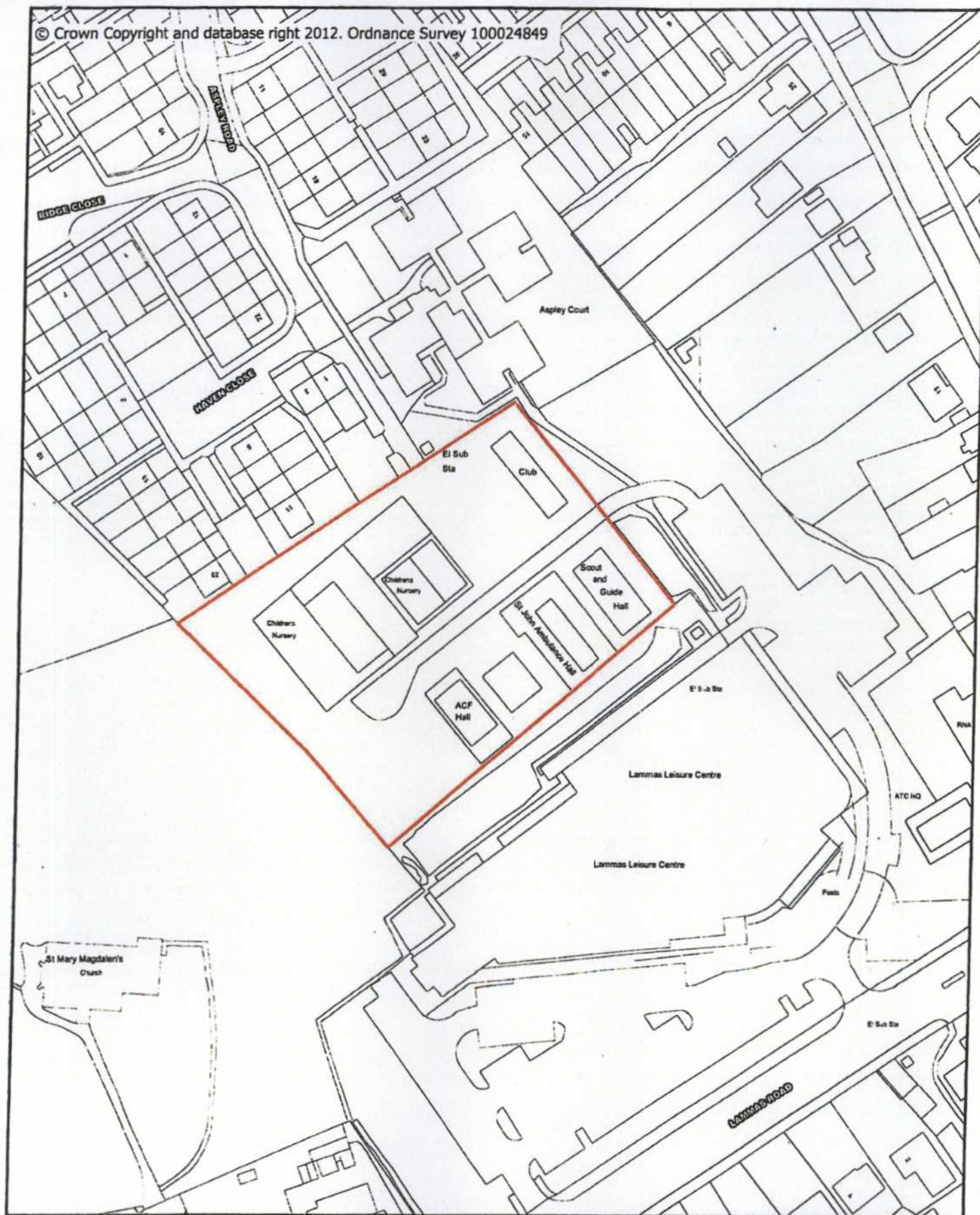
**EXECUTED** as a Deed by  
**ASHFIELD DISTRICT COUNCIL** having  
affixed its **COMMON SEAL** to this Deed  
(but not delivered until dated) in the  
presence of;

Chairman

Authorised Officer



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Scale: 1 to 1250



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NORTHERN LAMMAS LAND



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