

DATED

12 November

2020

**GEDLING BOROUGH COUNCIL**

**AND**

**NOTTINGHAMSHIRE COUNTY COUNCIL**

**AND**

**LANGRIDGE HOMES LIMITED**

**PLANNING OBLIGATIONS BY DEED OF AGREEMENT**

pursuant to section 106 of the  
Town and Country Planning Act 1990 (as amended)

relating to the development of land adjacent Dark Lane, Calverton, Nottinghamshire

**Application Reference: 2017/1263**

Legal Services  
Gedling Borough Council  
Civic Centre  
Arnot Hill Park  
Arnold  
Nottingham NG5 6LU  
Ref: SP/PS106001318

THIS DEED is made the 12 day of November 2020

**BETWEEN:**

- (1) **GEDLING BOROUGH COUNCIL** of Civic Centre Arnot Hill Park Arnold Nottingham NG5 6LU (the "Council");
- (2) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall West Bridgford Nottingham NG2 7QP (the "County Council"); and
- (3) **LANGRIDGE HOMES LIMITED** a company incorporated and registered in England and Wales with company registration number 00588827 whose registered office is at 17-21 Clumber Avenue Sherwood Rise Nottingham NG5 1AG (the "Owner").

**WHEREAS:**

- (A) The Owner is the freehold owner of the Site which is registered at the Land Registry with freehold title absolute under title numbers NT439215 and NT345716.
- (B) For the purposes of the Act the Council is the local planning authority for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The County Council is the local highway authority, the local education authority and county planning authority for the area within which the Site is located and is entitled to enforce the obligations contained in Schedules 1 and 4 to this Deed.
- (D) The Owner submitted the Application to the Council for full planning permission for the residential development of fifty seven (57) dwellings and associated works at the Site.
- (F) The Council being the competent planning authority to determine the Application resolved on 27 March 2019 to grant the Planning Permission for the Development subject to the making of this Deed without which the Planning Permission would not be granted.
- (G) The Owner by entering into this Deed does so to create planning obligations in favour of the Council and County Council pursuant to section 106 of the Act and to be bound by and to observe and perform the covenants, agreements, conditions and stipulations hereinafter contained in the terms of this Deed.
- (H) The parties agree that the planning obligations contained in this Deed comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

**NOW THIS DEED WITNESSES** as follows:

**1. DEFINITIONS**

In this Deed the following words and expressions shall where the context so requires or admits have the following meanings: -

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

<b>“Affordable Housing”</b>	means Affordable Rented Units and/or Intermediate Housing provided to eligible households who needs are not meet by the market or who cannot afford to rent or buy housing generally available on the housing market in accordance with Annex 2 of the National Planning Policy Framework (February 2019).
<b>“Affordable Housing Contribution”</b>	means the financial contribution calculated in accordance with the Affordable Housing Guidance that may be payable by the Owner to the Council in lieu of provision of Affordable Housing as part of the Development in accordance with the provisions of Schedule 2 and which shall be calculated as the open market value of the relevant Dwelling less the price reasonably payable by a willing Affordable Housing Provider for the tenure proposed in the Affordable Housing Scheme such value to be determined by an independent valuation carried out by an expert agreed between the parties and at the expense of the Owner.
<b>“Affordable Housing Guidance”</b>	means the Council’s adopted Affordable Housing Supplementary Planning Document dated December 2009.
<b>“Affordable Housing Provider”</b>	means either: a) a registered provider as defined by Section 80 of the Housing and Regeneration Act 2008; or b) another entity providing Affordable Housing under equivalent rental or lease arrangements to a registered provider approved or accredited by the Regulator of Social Housing and which has been accepted by the Council in writing.
<b>“Affordable Housing Units”</b>	means Affordable Housing to be provided on the Development as Affordable Rented Units and/or Intermediate Housing in accordance with the provisions of Schedule 2 and the approved Affordable Housing Scheme and <b>“Affordable Housing Unit”</b> shall be construed accordingly.
<b>“Affordable Housing Scheme”</b>	means a scheme to be submitted in writing by the Owner to the Council for approval in writing detailing the size, type and location of the Affordable Housing Units in accordance with the Affordable Housing Guidance.
<b>“Affordable Rented Unit”</b>	means an Affordable Housing Unit that is owned by local authorities or Affordable Housing Providers and is let to persons in housing need at a rent of up to eighty percent (80%) of the equivalent rent achievable in the local market and <b>“Affordable Rented Rents”</b> shall be construed accordingly.

“the Application”	means the application for full planning permission dated 3 November 2017 (as amended) submitted to the Council for the Development and allocated planning reference number 2017/1263.
“BCIS Index Linked”	means the relevant sum increased by a percentage equivalent to the percentage increase in the BCIS All-in Tender Price Index produced by the Building Cost Information Service on behalf of the Department for Business, Energy and Industrial Strategy or in the event of discontinuance any replacement thereof or such alternative index as may be agreed in writing between the Owner and the County Council, from the date of this Deed to the date of actual payment.
“Bus Stop Contribution”	means the sum of fifteen thousand pounds (£15,000.00) to be used by the County Council towards improvement at bus stops GE0650 Manor Road and GE0651 Manor Road to promote sustainable travel such sum to be BCIS Index Linked.
“CCG”	means the Nottingham North and East Clinical Commissioning Group who are responsible for the planning and commissioning of health care services in the vicinity of the Site.
“Chargee”	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition works, archaeological investigations, investigations for the purposes 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” and “Commenced” shall be interpreted accordingly.
“Development”	means the residential development of the Site as set out in the Application for erection of fifty seven (57) Dwellings and associated works.
“Dwellings”	means all units of residential accommodation, including Market Dwellings and Affordable Housing Units, that may

be constructed on the Site pursuant to the Planning Permission and “**Dwelling**” shall be construed accordingly.

- “Primary Contribution”**                      **Education**      means the sum of two hundred and twenty eight thousand five hundred seventy six pounds (£228,576.00) to be paid to the County Council as a contribution towards primary educational facilities at St Wilfred’s Church of England Primary School such sum to be BCIS Index Linked In the event of it becoming impossible to expend the Primary Education Contribution at St Wilfred’s Church of England Primary School the Primary Education Contribution shall be allocated to another primary school within a 2-mile radius of the Site, the identity of the alternative school to be agreed between the Owner and the County Council or as prescribed by the County Council in the absence of agreement.
- “Secondary Contribution”**                      **Education**      means the sum of one hundred fifty nine thousand seven hundred seventy seven pounds (£159,777.00) to be paid to the County Council as a contribution towards secondary educational facilities at Colonel Frank Seely Academy the need for which is generated by the Development such sum to be BCIS Index Linked
- “Employment and Skills Plan”**                      means the written employment and skills strategy developed by the Owner and approved by the Council attached at Annex A.
- “Incidental Open Space”**                      means the area shown edged red on the Incidental Open Space Plan.
- “Incidental Open Space Plan”**                      means the plan at Annex C.
- “Interest”**                      means a rate of four percent (4%) per annum above HSBC Bank Plc’s base rate from time to time and such interest shall accrue on a daily basis from the date the payment is due until actual payment of the overdue amount.
- “Intermediate Housing”**                      means the Affordable Housing Units to be Occupied as Shared Ownership or on such other basis as may be agreed in writing between the Council and the Owner and “**Intermediate Housing Unit**” shall be construed accordingly.
- “Maintained Land”**                      means the Incidental Open Space and any other areas within the Development that will not be adopted by the Highways Authority and maintained at the public expense and will not fall within the curtilage of the Dwellings.

<b>“Management Company”</b>	means the private limited company or companies to be set up for the management and maintenance of the Maintained Land and: <ul style="list-style-type: none"> <li>a) which is registered and incorporated in England and Wales;</li> <li>b) which has its registered office in England;</li> <li>c) whose members following the transfer of the Maintained Land pursuant to paragraph 5 to Schedule 6 are limited to the owners of the Dwellings; and</li> <li>d) whose primary objectives permit the company to maintain and renew the Maintained Land.</li> </ul>
<b>“Management Scheme”</b>	means a detailed scheme for the proposed future management and maintenance of the Maintained Land.
<b>“Market Dwellings”</b>	means any dwelling constructed on the Site as part of the Development for sale on the open market which is not Affordable Housing.
<b>“Nomination Agreement”</b>	means a nomination agreement in a form to be agreed in writing by the Council to be entered into by the Council and any Affordable Housing Provider which acquires any or all of the Affordable Housing Units.
<b>“Occupation”</b>	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation as a show home or sales office or occupation in relation to security operations and the terms <b>“Occupy”</b> and <b>“Occupied”</b> shall be construed accordingly.
<b>“Open Spaces Guidance”</b>	means the Council’s adopted guidance titled “New Housing Development Supplementary Planning Guidance for Open Space Provision” dated November 2001 or such replacement guidance as shall be implemented from time to time.
<b>“Open Spaces Off-Site Capital Contribution”</b>	means the sum of seventy three thousand eight hundred twenty tree pounds and sixteen pence (£73,823.16) calculated in accordance with the Council’s Open Spaces Guidance payable to the Council in lieu of 10% of the Site being provided as open space to be used by the Council in accordance with Schedule 6 towards the provision of and/or improvement of open spaces within two (2) kilometres of the centre of the Development such sum to be RPI Index Linked.
<b>“Open Spaces Off-Site Maintenance Contribution”</b>	means the sum of thirty thousand eight hundred forty five pounds and twenty pence (£30,845.20) towards the maintenance of the off-site open spaces to be provided

by the Council through the Open Spaces Off-Site Capital Contribution for a period of 10 (ten) years calculated in accordance with the Council's Open Spaces Guidance such sum to be RPI Index Linked.

- "Plan"** means the plan attached to this Deed at Annex B.
- "Planning Permission"** means the planning permission subject to conditions to be issued by the Council pursuant to the Application as set out at Schedule 7.
- "Primary Healthcare Contribution"** means the sum of thirty five thousand five hundred and ninety five pounds (£35,595.00) RPI Index Linked to be used by the CCG towards improving facilities and enhancing capacity and infrastructure at The Calverton Practice, Calverton, Nottinghamshire.
- "Protected Tenant"** means any tenant or leaseholder or owner who:
- a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
  - b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit and for the avoidance of doubt this shall include anyone who has acquired 100% of the interest in the particular Affordable Housing Unit; and/or
  - c) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit.
- "Regulator of Social Housing"** means an executive non-departmental public body, who regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing
- "RPI Index Linked"** means the relevant sum increased by a percentage equivalent to the percentage increase in the All Items Index of Retail Prices issued by the Office for National

Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be agreed in writing between the Owner and the Council from the date of this Deed to the date of actual payment.

**“Shared Ownership”**

means an Affordable Housing Unit provided for ‘part buy’ or ‘part rent’ where the owner purchases a minimum twenty five percent (25%) share of the property and pays subsidised rent on the remaining share of the property charged at eighty percent (80%) or less of the open market rent for the area and the size and type of the property in question with the owner having the option to purchase the rented share of the property to ‘staircase’ up to full ownership.

**“Site”**

means the land against which this Deed may be enforced being land at adjacent Dark Lane, Calverton, Nottinghamshire registered with HM Land Registry under title numbers NT439215 and NT345716 and shown edged red on the Plan.

**“Working Day”**

means any day except Saturday Sunday or a bank holiday and reference to **“Working Days”** shall be construed accordingly.

**2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 The clause headings in this Deed are for ease of reference only and shall not affect construction thereof.
- 2.3 Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 2.4 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.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 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.
- 2.7 References to any party to this Deed shall include the successors in title and assigns to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to its statutory functions.



2.8 The obligations contained herein relate to the Site and each and every part thereof.

### **3. LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent it shall bind the Owner and the successors in title of the Owner to each and every part of the Site and its assigns.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council (as appropriate) as local planning authorities against the Owner and any person deriving title under him.

### **4. CONDITIONALITY**

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

save for the provisions of clauses 1 (definitions), 2 (construction), 3 (legal basis), 6 (miscellaneous), 7.1.1 (monitoring) 8 (dispute resolution), 9 (notices), 10 (waiver), 11 (change in ownership), 14 (jurisdiction) and 15 (delivery) which shall come into effect immediately upon completion of this Deed and paragraphs 1.1.1, 2.1.1 and 3.1 of Schedule 1, paragraph 1 of Schedule 2, paragraphs 1.1 and 2.1 of Schedule 5 and paragraph 1 of Schedule 6 which shall come into effect on the grant of the Planning Permission.

### **5. OBLIGATIONS**

5.1 The Owner hereby covenants with the Council so as to bind the Site to observe and perform the covenants obligations agreement and restrictions contained in Schedules 2, 3, 5 and 6.

5.2 The Owner hereby covenants with the County Council so as to bind the Site to observe and perform the covenants obligations agreement and restrictions contained in Schedules 1 and 4.

5.3 The Council covenants with the Owner to observe and perform the covenants, obligations agreement and restrictions contained in Schedules 2, 5 and 6.

5.4 The County Council covenants with the Owner to observe and perform the covenants, obligations agreement and restrictions contained in Schedules 1 and 4.

### **6. MISCELLANEOUS**

6.1 The Owner shall pay to the Council and County Council on completion of this Deed their reasonable legal costs incurred in the negotiation preparation and completion of this Deed.

6.2 This Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

- 6.3 This Deed shall be registered as a local land charge by the Council.
- 6.4 Following the performance and satisfaction of all the planning obligations contained in this Deed the Council shall following receipt of a written request forthwith effect the cancellation of all related entries in the Register of Local Land Charges in respect of this Deed.
- 6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if prior to the Commencement of Development the Planning Permission shall be quashed, revoked, expires or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure.
- 6.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.8 The covenants contained in this Deed shall not be enforceable against a statutory undertaker holding an interest in the Site for the purposes of his or its undertaking
- 6.9 Nothing in this Deed 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 Deed nor shall any sum be payable to the Council or the County Council pursuant to this Deed in respect of any development carried out pursuant to such further planning permission.
- 6.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 6.11 The obligations contained in this Deed shall not be enforceable against individual purchasers or lessees their mortgagees or any other person deriving title from such individual purchaser lessee or their mortgagee of the Dwellings on the Site constructed pursuant to the Planning Permission.
- 6.12 The obligations contained in this Deed shall not be enforceable against statutory undertakers in relation to any parts of the Site acquired by them (or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or interest in the sub-soil of any road).
- 6.13 If the Council agrees pursuant to an application under Section 73 of the Act to any variation, change, addition or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied or new permission and to apply in equal terms to the same provided always that the parties hereto agree in writing (acting reasonably) that the development permitted by the varied or new permission is similar to the Development.

## 7. MONITORING

7.1 For the purposes of monitoring compliance with this Deed the Owner shall notify the Council's Community Infrastructure Levy Officer in writing of:

7.1.1 the proposed date of Commencement of Development not less than ten (10) Working Days prior to the date thereof;

7.1.2 the date of commencement of the construction of the first Affordable Housing Unit within ten (10) Working Days thereof;

7.1.3 the date of completion of the construction of 23 (twenty three) Market Dwellings within ten (10) Working Days thereof;

7.1.4 the date of completion of the construction of the eleventh (11<sup>th</sup>) Affordable Housing Unit within ten (10) Working Days thereof;

7.1.5 the date of Occupation of the first Dwelling within 10 (ten) Working Days thereof;

7.1.6 the date of Occupation of the first Affordable Housing Unit within ten (10) Working Days thereof; and

7.1.7 the date of Occupation of the twenty ninth (29<sup>th</sup>) Dwelling comprising the Development within ten (10) Working Days thereof.

7.2 The Owner shall pay the Council the sum of two thousand two hundred thirty pounds and eighty three pence (£2,230.83) on Commencement of Development as a contribution towards the Council's costs in monitoring the implementation of this Deed.

7.3 For the purpose of monitoring compliance with this Deed the Owner shall notify the County Council's Developer Contributions Officer in writing of:

7.3.1 the proposed date of Commencement of Development not less than ten (10) Working Days prior to the date thereof;

7.3.2 the date of Occupation of the first Dwelling within ten (10) Working Days thereof; and

7.3.2 the date of completion of the Development within 10 (ten) Working Days thereof.

## 8. DISPUTE RESOLUTION

8.1 In the event of any dispute or difference arising between the parties in relation to any matter under this Deed (**SAVE FOR** matters of law and interpretation of this Deed) which cannot be resolved by prior agreement between the parties such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the president for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall

determine and failing such determination shall be borne by the parties to the dispute in equal shares.

- 8.2 The provisions of this clause 8 shall not affect the ability of the Council or the County Council to apply for and be granted any of the following remedies: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## 9. NOTICES

- 9.1 Any notice agreement consent acknowledgment or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.

- 9.2 The address for service of any such notice consent acknowledgment or approval as aforesaid shall be on all the parties at the addresses aforesaid or such other address for service as shall have previously notified by the parties to all other parties to the Deed.

- 9.3 A notice agreement consent acknowledgment or approval under this Deed shall be deemed to have been served as follows:

9.3.1 if personally delivered, at the time of delivery; or

9.3.2 if posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom.

- 9.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid or recorded delivery envelope (as appropriate).

## 10. WAIVER

No waiver (whether expressed or implied) by the Council, the County Council or the Owner 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, the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## 11. CHANGE IN OWNERSHIP

The Owner agrees with the Council and County Council to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan or some other sufficient detail to allow identification **PROVIDED THAT** this covenant shall not apply to the disposal of individual newly constructed Dwellings on the Development or disposals to statutory undertakers.

## 12. INTEREST

If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

**13. VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid. If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

**14. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales as it applies in England and the parties submit to the non-executive jurisdiction of the courts of England and Wales.

**15. DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**IN WITNESS** whereof this Deed has been duly executed by the parties on the day and year first before written

**SCHEDULE 1**  
**Education Contributions**

1. The Owner covenants with the County Council:
  - 1.1 to pay the Primary Education Contribution to the County Council in two (2) instalments as follows:
    - 1.1.1 fifty percent (50%) on Commencement of Development ("the First Primary Instalment"); and
    - 1.1.2 fifty percent (50%) prior to the Occupation of the twenty ninth (29<sup>th</sup>) Dwelling or within two (2) years of Commencement of Development ("the Second Primary Instalment").
2. The Owner covenants with the County Council:
  - 2.1 to pay the Secondary Education Contribution to the County Council in two (2) instalments as follows:
    - 2.1.1 fifty percent (50%) on Commencement of Development ("the First Secondary Instalment"); and
    - 2.1.2 fifty percent (50%) prior to the Occupation of the 29<sup>th</sup> (twenty ninth) Dwelling or within two (2) years of Commencement of Development ("the Second Secondary Instalment").
3. The Owner covenants with the County Council as follows:
  - 3.1 Not to Commence unless the First Primary Instalment and the First Secondary Instalment have been paid to the County Council; and
  - 3.2 Not to permit Occupation of more than twenty eight (28) Dwellings on the Development unless the Second Primary Instalment and the Second Secondary Instalment have been paid in full to the County Council.
4. The County Council covenants with the Owner:
  - 4.1 that it shall use the Primary Education Contribution only towards extending primary educational facilities at St Wilfred's Church of England Primary School and in the event of it becoming impossible to expend the Primary Education Contribution at St Wilfred's to allocate it to another primary school within a 2-mile radius of the Site PROVIDED THAT if the whole of the Primary Education Contribution has not been expended or committed within the period of five (5) years from the receipt in full of the Primary Education Contribution then the County Council will on receipt of a written request at any time after the expiration of the said period of five (5) years from the person who paid the Primary Education Contribution (whether or not that person remains the Owner at such time) ("the Payer") pay the balance unexpended or uncommitted at the date of the request together with duly apportioned Interest to such person within 28 (twenty eight) days of such request;

- 4.2 that is shall use the Secondary Education Contribution only towards secondary educational facilities at Colonel Frank Seely Academy PROVIDED THAT if the whole of the Secondary Education Contribution has not been expended or committed within the period of five (5) years from the receipt in full of the Secondary Education Contribution then the County Council will on receipt of a written request at any time after the expiration of the said period of five (5) years from the person who paid the Secondary Education Contribution (whether or not that person remains the Owner at such time) ("the Payer") pay the balance unexpended or uncommitted at the date of the request together with duly apportioned Interest thereon to such person within 28 (twenty eight) days of such request; and
- 4.3 Upon receipt of a written request referred to in paragraph 4.1 and/or 4.2 of this Schedule 1 to provide to the Payer with a breakdown on which the Primary Education Contribution and the Secondary Education Contribution (as applicable) has been expended together with the purposes to which said monies have been applied.

**SCHEDULE 2**  
**Affordable Housing**

1. The Owner covenants with the Council not to Commence until the Owner has submitted to the Council the Affordable Housing Scheme which provides for eleven (11) of the Dwellings authorised to be constructed on the Site pursuant to the Planning Permission to be Affordable Housing Units and which provides for the following tenure mix:
  - 1.1 eight (8) of the Affordable Housing Units to be Affordable Rented Units; and
  - 1.2 three (3) of the Affordable Housing Units to be Intermediate Housingand until such time as the Council has given written approval of the Affordable Housing Scheme (such approval not to be unreasonably withheld or delayed).
2. The Owner covenants with the Council to construct and provide the Affordable Housing Units as part of the Development in accordance with the Affordable Housing Scheme and the provisions of this Schedule 2.
3. The Owner covenants with the Council that no more than twenty three (23) Market Dwellings shall be constructed on the Site and connected to such services as may be necessary for their Occupation before the commencement of construction of the Affordable Housing Units in accordance with the approved Affordable Housing Scheme.
4. The Owner covenants with the Council not to Occupy or cause allow or permit Occupation of more than twenty (23) Market Dwellings until all of Affordable Housing Units have been constructed and connected to such services as may be necessary for their Occupation.
5. The Owner covenants with the Council not to Occupy or cause allow or permit Occupation of any of the Affordable Housing Units unless the freehold interest in fee simple in the Affordable Housing Units has been transferred to an Affordable Housing Provider in accordance with the provisions of this Schedule 2.
6. The Owner covenants with the Council to make contact with at least one (1) Affordable Housing Provider to negotiate the sale and purchase of the Affordable Housing Units to be provided as part of the Development prior to the first Occupation of any Market Dwelling and to notify the Council in writing of the identity of the Affordable Housing Provider(s) so approached.
7. The Owner covenants with the Council to use reasonable endeavours to exchange legally binding contracts with the Affordable Housing Provider notified to the Council pursuant to paragraph 6 above or an alternative Affordable Housing Provider for the sale and purchase of the Affordable Housing Units within a period of five (5) calendar months from and including the date of the first approach made pursuant to paragraph 6.
8. If after the expiration of the five (5) calendar month period referred to in paragraph 7 above the Owner has been unable to exchange legally binding contracts with an Affordable Housing Provider for the sale and purchase of all or any of the Affordable Housing Units then the Owner shall notify the Council in writing identifying which Affordable Housing Units are not the subject of a legally binding contract and shall give



reasons where possible as to why any offer of transfer has been rejected or contracts have failed to be exchanged.

9. The Council may within the period of twenty eight (28) days from receipt of notice pursuant to paragraph 8 identify an Affordable Housing Provider and seek to negotiate a contract for the sale and purchase of the remaining Affordable Housing Units or the Council may offer to acquire the Affordable Housing Units on terms acceptable to the Owner (acting reasonably and without undue delay) and if such terms are agreed the Owner and the identified Affordable Housing Provider or the Council, as applicable, shall within the following period of two (2) calendar months use reasonable endeavours to conclude a legally binding contract for the sale and purchase of the relevant Affordable Housing Units with the Affordable Housing Provider or the Council, as applicable.
10. If:
  - 10.1 at the end of the initial period of twenty eight (28) days referred to in paragraph 9 above the Council have not identified an Affordable Housing Provider or offered to acquire the Affordable Housing Units or it has not been possible to agree acceptable terms for the sale and purchase of the relevant Affordable Housing Units; or
  - 10.2 following the further period of two (2) calendar months legally binding contracts have not been exchanged for the sale and purchase of the relevant Affordable Housing Units

the provisions of paragraph 11 shall apply

11. If at the conclusion of the procedure set out in paragraphs 6-10 above all or any of the Affordable Housing Units are not the subject of a legally binding contract for sale and purchase with an Affordable Housing Provider or the Council the Owner shall make payment to the Council of the Affordable Housing Contribution in lieu of provision of the relevant Dwellings as Affordable Housing Units.
12. Following payment of the Affordable Housing Contribution the obligation on the Owner to retain the relevant Dwellings as Affordable Housing Units shall cease and they may be offered for disposal on the open market.
13. The Owner covenants with the Council to provide to the Council with written confirmation of completion of the sale and purchase agreement to an Affordable Housing Provider of the Affordable Housing Units within ten (10) days of completion.
14. The Owner shall not cause allow or permit Occupation of the Affordable Housing Units other than in accordance with the Affordable Housing Scheme Save That this obligation shall not be binding on:
  - 14.1 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
  - 14.2 any purchaser (and their mortgagee and successors in title) from a mortgagee or chargee or an individual Affordable Housing Unit pursuant to any default by the individual mortgagor; or

- 14.3 a Chargee provided it has complied with its obligations at paragraph 21 of Schedule 2; or
- 14.4 any purchaser (and their mortgagee and successors in title) from a Chargee.
15. The Owners shall not cause or permit the Occupation of each Intermediate Housing Unit except to a person or persons who fulfils the criteria set out in paragraph 16 below Save That this obligation shall not be binding on:
- 15.1 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
- 15.2 any purchaser (and their mortgagee and successors in title) from a mortgagee or chargee or an individual Affordable Housing Unit pursuant to any default by the individual mortgagor; or
- 15.3 a Chargee provided it has complied with its obligations at paragraph 21 of Schedule 2; or
- 15.4 any purchaser (and their mortgagee and successors in title) from a Chargee.
16. The criteria referred to in paragraph 15 above is that (in order of preference) at the time of acquiring an interest in an Intermediate Housing Unit:
- 16.1 not less than one (1) of the persons acquiring the interest shall be confirmed either by the Council in writing as being in need of Affordable Housing and immediately prior to Occupation of the relevant Affordable Housing Unit ordinarily resident or working within the administrative area of the Council; or
- 16.2 in the event of no person meeting the aforesaid criteria within one (1) calendar month of the Council receiving notification that an Affordable Housing Unit is available for Occupation then eligibility shall widen to a person who immediately prior to Occupation of the relevant Intermediate Housing Unit is ordinarily resident or working within the Boroughs of Broxtowe, Gedling, Newark & Sherwood, Nottingham City or Rushcliffe; or
- 16.3 in the event of no person meeting the aforesaid criteria within two (2) calendar months of the said notification of availability for Occupation the criteria will widen to any person confirmed by the Council as being in need of Affordable Housing,
- PROVIDED ALWAYS** that should the Council fail to nominate such a person within three (3) calendar months of the said notification of availability for occupation, the Owner may dispose of the interest in the Intermediate Housing Unit concerned to a person who they, in their reasonable opinion, certify as being in need of Affordable Housing
17. The Owner shall procure that prior to the transfer of any Affordable Rented Units to an Affordable Housing Provider the Affordable Housing Provider shall enter into a Nomination Agreement with the Council.
18. The Owner shall unless otherwise agreed in writing by the Council, enter into a Service Level Agreement with the Local HelptoBuy Agent appointed from time to time by the Government in order to ensure that the Affordable Housing Units made available for sale

as Intermediate Housing are advertised by the Local HelptoBuy Agent, with the Owner bearing the full cost incurred under such an agreement.

19. The Council shall use the Affordable Housing Contribution (if applicable) towards the development of new Affordable Housing in the Borough of Gedling or for the improvement of existing Affordable Housing in the borough to secure its retention or extend its lifetime as Affordable Housing and for no other purpose whatsoever.
20. If all or any part of the Affordable Housing Contribution has not been expended or otherwise committed towards the provision of Affordable Housing in the Borough of Gedling in accordance with the provisions of paragraph 19 above at the expiration of ten (10) years from and including the date of payment of the Affordable Housing Contribution in full then the Council shall refund such unexpended or uncommitted balance of the Affordable Housing Contribution together with accrued Interest thereon to the party that made payment within twenty eight (28) days of receipt of a written request from the paying party.
21. A Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge or other security documentation give prior written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and:
  - 21.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer;
  - 21.2 if the Council does not serve its response under paragraph 21.1 to the notice within one (1) month then the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free of the restrictions set out in this Schedule which shall determine absolutely;
  - 21.3 if the Council or any other person cannot within 3 (three) calendar months of the date of service of the Chargee's written notice of its intension to dispose under paragraph 21.1 complete such transfer then provided the Chargee shall have complied with its obligations under paragraph 21 the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free of the restrictions set out in this Schedule 2 which shall determine absolutely

**PROVIDED THAT** at all times the rights and obligations in this paragraph 21 shall not require the Chargee to act contrary to its duties under the charge or mortgage or other security documentation and that the Chargee shall not be required to complete a disposal of the whole or any part of the Affordable Housing Units for a consideration less than the amount due and outstanding under the charge or mortgage or other security documents including all accrued principal monies, interest and any costs and expense reasonably and properly incurred.

### **SCHEDULE 3**

#### **Employment and Skills Plan**

1. The Owner covenants with the Council to comply with and implement the approved Employment and Skills Plan until such a time that the obligations in the Employment and Skills Plan have been discharged.
2. The Owner covenants with the Council to provide the Council with such information as set out in the Employment and Skills Plan to demonstrate its compliance with the Employment and Skills Plan until such time that the obligations in the Employment and Skills Plan have been discharged.
3. The Owner and Council shall attend a meeting after the completion of the Development, if convened by the Council, to review the Owner's performance against the Employment and Skills Plan and the key performance indicators contained therein and to consider the scope for further improvement on future developments.
4. Any and all costs and expenses relating to the implementation of and compliance with the Employment and Skills Plan by the Owner are the responsibility of the Owner.

## **SCHEDULE 4**

### **Transport**

1. The Owner covenants with the County Council:
  - 1.1 to pay to the County Council the Bus Stop Contribution prior to Occupation of any Dwelling; and
  - 1.2 not to Occupy or permit the Occupation of any Dwelling until the Bus Stop Contribution has been paid to the County Council
  
2. The County Council covenants with the Owner to use the Bus Stop Contribution only towards improvement at bus stops GE0650 Manor Road and GE0651 Manor Road PROVIDED THAT if the whole of the Bus Stop Contribution has not been expended or committed to expenditure within a period of five (5) years from the receipt in full of the Bus Stop Contribution then the County Council shall upon receipt of a written request at any time after the expiration of the said period of five (5) years from the person who paid the Bus Stop Contribution (whether or not that person remains the Owner at such time) ("the Payer") pay the Payer the balance of the unexpended or uncommitted Bus Stop Contribution at the date of the request together with duly apportioned Interest thereon to such Payer within twenty eight (28) days of such request; and
  
3. Upon receipt of a written request referred to in paragraph 2 of this Schedule 4 to provide to the Payer with a breakdown on which the Bus Stop Contribution has been expended together with the purposes to which said monies have been applied.

## SCHEDULE 5

### Primary Healthcare Contribution

1. The Owner covenants with the Council to pay to the Council the Primary Healthcare Contribution in two (2) instalments as follows:
  - 1.1 Fifty percent (50%) on Commencement of Development ("the First Instalment"); and
  - 1.2 Fifty percent (50%) prior to the Occupation of the twenty ninth (29<sup>th</sup>) Dwelling.
2. The Owner covenants with the Council as follows:
  - 2.1 not to Commence the Development unless the First Instalment has been paid to the Council; and
  - 2.2 not to Occupy or cause allow or permit Occupation of more than twenty eight (28) Dwellings authorised to be constructed on the Site pursuant to the Planning Permission until it has paid the Primary Healthcare Contribution in full to the Council.
3. The Council covenants with the Owner as follows:
  - 3.1 to ensure that the Primary Healthcare Contribution paid to it by the Owner pursuant to paragraph 1 is expended only as permitted by this Deed;
  - 3.2 if so requested by the person who made payment of the Primary Healthcare Contribution at any time after the tenth (10<sup>th</sup>) anniversary of payment to the Council of the full Primary Healthcare Contribution pursuant to paragraph 1 above provide written information to that person of how the sums have been expended and/or committed for expenditure and forthwith to repay to that person any part of the Primary Healthcare Contribution as not expended or committed for expenditure at the date of the request together with duly apportioned Interest thereon to such person within twenty eight (28) days of such request.
4. For the purposes of paragraph 3 above, references to the person who made the payment means that person who made the payment and not otherwise any successor in title to, or owner of a derivative title from, the person who made the payment.

## SCHEDULE 6

### Management and Maintenance of the Maintained Land

The Owner covenants with the Council in respect of paragraphs 1-11 as follows:

#### **Management of areas of Incidental Open Space and other areas not adopted as public highway and falling outside the curtilage of the Dwellings**

1. Not to Commence until the Management Scheme has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
2. To maintain or procure the maintenance of the Maintained Land in accordance with the approved Management Scheme to the Council's reasonable satisfaction until completion of the transfer to the Management Company **IN DEFAULT OF WHICH** the Council shall be entitled upon giving reasonable prior written notice of no less than twenty five (25) Working Days to the Owner to carry out any maintenance works reasonably required to the Maintained Land and recover the proper and reasonable costs and expenses involved from the Owner.

#### **Management Company Documents and Purposes**

3. Not to use or Occupy or allow cause or permit the use or Occupation of any Dwellings until such time as the Owner has at its own expense:
  - 3.1 set up and registered the Management Company whose memorandum and articles of association shall be drafted in such a way to be suitable for the activities the Management Company is required to fulfil in relation to the Maintained Land and the Management Company's Certificate of Incorporation, memorandum and articles have been submitted to and approved in writing by the Council such approval or further comments to be received by the Owner within fifteen (15) Working Days from such submission (or any subsequent submission) or in the absence of any written confirmation deemed confirmation will apply if no confirmation is received within thirty (30) Working Days;
  - 3.2 ensured that the Management Company on inception has at least two (2) named persons as directors and as a company secretary that are eligible to be appointed and (if required) removed and replaced by the Management Company;
  - 3.3 procured that the Management Company on inception appoints a named manager ("the Management Company Manager") whose identity may change from time to time responsible for liaising with the owner-occupiers and tenants of the Dwellings;
  - 3.4 procure through the Management Company documentation that the Management Company will hold at least one (1) public meeting per year to which it will invite all members of the Management Company to attend; and
  - 3.5 procured that the Management Company is responsible for the upkeep and maintenance of the Maintained Land in accordance with the approved Management Scheme and the obligations contained therein.

- 4 Upon completion of the sale of any Dwelling, to ensure that the buyer of the Dwelling becomes a member of the Management Company.
- 5 To transfer the Maintained Land to the Management Company following the Occupation of the last Dwelling comprised in the Development such transfer to be in accordance with paragraph 10 of this Schedule 6 and the land transferred shall thereafter be maintained in accordance with the approved Management Scheme.

#### **Operation of the Management Company**

6. To ensure that upon transfer of each and every Dwelling that all freehold and registerable leasehold owners of the Dwellings are members of the Management Company are eligible to vote at any annual and special company meetings of the Management Company.
7. To ensure that any Affordable Housing Provider is a member of the Management Company.
- 8 To procure that the Management Company Manager will ensure that their contact details, including their name, address and telephone number are regularly updated and distributed to the owner-occupiers and tenants of each and every Dwelling.
9. To ensure (if applicable) that an estate charge is secured on the first transfer or disposal of each and every Dwelling and that covenants are contained in the transfer to procure that on every subsequent transfer or disposal the estate charge is secured in favour of the Management Company.
10. Procure that upon transfer of the Maintained Land to the Management Company pursuant to paragraph 5 above the Management Company shall:
  - 10.1 ensure the management and maintenance of the Maintained Land in accordance with the Management Scheme;
  - 10.2 not build or allow or permit to be built any building or structure on the areas transferred; and
  - 10.3 allow full and unfettered access to the Incidental Open Space by the public by foot subject to any need to close the facility for inspection, maintenance and health and safety reasons.

#### **Payment of the Open Spaces Off-Site Contributions**

11. The Owner covenants to pay to the Council the Open Spaces Off-Site Capital Contribution and Open Spaces Off-Site Maintenance Contribution in lieu of the provision of open spaces to be delivered on Site in the following instalments:
  - 11.1 fifty percent (50%) of the Open Spaces Off-Site Capital Contribution shall be paid by the Owner to the Council prior to first Occupation of the Development and the Owner covenants with the Council not to cause or permit Occupation of the Development until fifty percent (50%) of the Open Spaces Off-Site Capital Contribution has been paid to the Council;



- 11.2 The remaining fifty percent (50%) of the Open Spaces Off-Site Capital Contribution shall be paid to the Owner to the Council prior to Occupation of fifty percent (50%) of the Dwellings within the Development and the Owner covenants with the Council not to cause or permit Occupation of more than fifty percent (50%) of the Development until the Open Spaces Off-Site Capital Contribution has been paid to the Council in full; and
- 11.3 The Open Spaces Off-Site Maintenance Contribution shall be paid by the Owner to the Council within twenty (20) Working Days of receipt of notice from the Council that delivery of the Off-Site Open Spaces by the Council has been completed.

The Council covenants with the Owner in respect of paragraphs 12-14 as follows:

12. To use the Open Spaces Off-Site Capital Contribution towards the development provision and/or improvement of open spaces within two (2) kilometres of the centre of the Development and to use the Open Spaces Off-Site Maintenance Contribution towards the maintenance of such spaces for a period of 10 (ten) years calculated in accordance with the Council's Open Space and for no other purpose whatsoever
13. If all or any part of the Open Spaces Off-Site Capital Contribution has not been expended or otherwise committed towards the provision and/or improvement of open spaces within two (2) kilometres of the centre of the Development at the expiration of five (5) years from and including the date of payment of the Open Spaces Off-Site Capital Contribution in full then the Council shall refund such unexpended or uncommitted balance of the Open Spaces Off-Site Capital Contribution to the party that made the payment within 28 (twenty-eight) days of receipt of a written request from the paying party together with duly apportioned interest incurred at the rate(s) applicable from the date of deposit to the date of calculation and repayment.
14. If all or any part of the Open Spaces Off-Site Maintenance Contribution has not been expended or otherwise committed towards the maintenance of such open spaces within two (2) kilometres of the centre of the Development to be provided by the Council through the Open Spaces Off-Site Capital Contribution at the expiration of ten (10) years from and including the date of payment of the Open Spaces Off-Site Capital Contribution in full then the Council shall refund such unexpended or uncommitted balance of the Open Spaces Off-Site Maintenance Contribution to the party that made payment within 28 (twenty-eight) days of receipt of a written request from the paying party together with duly apportioned interest incurred at the rate(s) applicable from the date of deposit to the date of calculation and repayment.

**SCHEDULE 7**  
**Draft Decision Notice**



**NOTICE OF PLANNING PERMISSION**

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2017/1263

Halsall Lloyd Partnership  
Mr Goudie  
53 Forest Road East  
Nottingham  
NG1 4HW

**Applicant:** Mr J Fletcher  
**Location :** Land Adj Dark Lane Calverton  
**Proposal :** Erection of 57 No. Dwellings and associated works

The Gedling Borough Council having considered an application numbered as above, which application and plans and any relevant correspondence are hereinafter referred to as 'the application' hereby in pursuance of their powers under the above mentioned Act.

**GRANT PERMISSION**

For the development in accordance with the application, subject to compliance with the following conditions imposed for the reasons set out below:-

**Conditions**

1. The development must be begun not later than three years beginning with the date of this permission.
2. This permission shall be read in accordance with the following plans:
  - o 001\_B
  - o 201\_E
  - o 202\_E
  - o 203\_E
  - o 204\_E
  - o 205\_E
  - o 206\_D
  - o 207\_D
  - o 208\_D
  - o 209\_D
  - o 210\_D
  - o 211\_D
  - o 212\_E
  - o 213\_E
  - o 214\_E

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TOWN AND COUNTRY PLANNING ACT 1990

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o **DLCPD01 REV D**

The development shall thereafter be undertaken in accordance with these plans.

3. The development shall be constructed using the external materials set out in the Rebuttal Statement received on 9th August 2018.
4. Prior to the first occupation of the dwellings hereby approved there shall be submitted to and approved by the Local Planning Authority a landscape plan of the site showing the position, type and planting size of all trees, hedges, shrubs or seeded areas proposed to be planted. The approved landscape plan shall be carried out in the first planting season following the first occupation of the development. If within a period of five years beginning with the date of the planting of any tree, hedge, shrub or seeded area, that tree, shrub, hedge or seeded area, or any tree, hedge, shrub or seeded area that is planted in replacement of it, is removed, uprooted or destroyed or dies, or becomes in the opinion of the Local Planning Authority seriously damaged or defective, another tree, shrub or seeded area of the same species and size as that originally planted shall be planted at the same place.
5. No dwelling shall be occupied until a detailed scheme for the boundary treatment of the site, including position, design and materials, and to include all boundaries or divisions within the site, has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be completed before the dwellings are first occupied and retained as such in perpetuity.
6. Prior to any above ground work construction works taking place, plans showing existing and proposed ground levels of the site and details of the finished floor levels of every dwelling shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.
7. The development shall be undertaken in accordance with the recommendations set out in Section 7.0 of the submitted Preliminary Ecological Appraisal (Report No: RT-MME-127579-02) dated April 2018.

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8. Prior to the erection of any external lighting (other than within the curtilages of the approved dwellings) there shall be submitted to and approved in writing by the Local Planning Authority details of all such lighting, including levels of illumination and a lux plot of the estimated luminance.. Any lighting to be installed along the site boundaries should be kept to a minimum and directed away from the building and retained boundary features to maintain 'dark' areas and corridors as set out within the Preliminary Ecological Appraisal. The external lighting shall be provided in accordance with the approved details and shall be retained as such thereafter for the lifetime of the development.
  
9. Prior to the commencement of the development a detailed Noise and Dust Management Plan shall be submitted to and be approved in writing by the Local Planning Authority. The Noise and Dust Management Plan shall identify the types and locations of works which are likely to cause noise and dust disturbance to sensitive receptors and:
  - Minimise noise and dust arising from such works by technical and physical means, and through work scheduling & management best practice
  - Identify (and make stakeholders aware of) the person responsible for recording, investigating & dealing with complaints from residents
  - Set out a communication strategy to keep regulators, resident and other stakeholders advised well in advance of specific works which are likely to cause noise and dust disturbance
  - Ensure that as much of the disruptive / noisy / dust generating work as possible is carried out during the normal construction operating hours
  - Regularly review the Noise and Dust Management Plan.

Any amendments which may have an impact on noise or dust sensitive receptors shall be agreed in advance with the Local Planning Authority and communicated to all other stakeholders. The approved Noise and Dust Management Plan shall be implemented throughout the construction and demolition works undertaken on site.
  
10. Unless otherwise agreed by the Local Planning Authority, development must not commence until a detailed remediation scheme (to bring the site to a condition suitable for the intended use by removing unacceptable risks to critical receptors) is submitted to and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The agreed remediation scheme shall be implemented in accordance with the approved timetable of works.

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Prior to occupation of any building(s) a Verification Report (that demonstrates the effectiveness of the remediation carried out) must be submitted and approved in writing by the Local Planning Authority.

11. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority and once the Local Planning Authority has identified the part of the site affected by the unexpected contamination development must be halted on that part of the site.  
  
An assessment must be undertaken in accordance with good practice and where remediation is necessary a remediation scheme, together with a timetable for its implementation and verification reporting, must be submitted to and approved in writing by the Local Planning Authority.
12. All retained trees and hedgerows on the site, as defined by the Arboricultural Survey (RT-MME-127579-01 April 2018) and the Hedgerow Regulations Assessment (RT-MME-127579-03 April 2018), shall be protected for the duration of site preparation and construction works in accordance with the recommendations set out in both reports.
13. No part of the development hereby permitted shall take place until details of the new road have been submitted to and approved in writing by the Local Planning Authority including longitudinal and cross sectional gradients, street lighting, drainage and outfall proposals, construction specification, provision of and diversion of utilities services, and any proposed structural works. The development shall thereafter be implemented in accordance with the approved details.
14. No part of the development hereby permitted shall be brought into use until all drives and parking areas are surfaced in a bound material (not loose gravel). The surfaced drives and parking areas shall then be maintained in such bound material for the life of the development.
15. No part of the development hereby permitted shall be brought into use until the access driveways and parking areas are constructed with provision to prevent the unregulated discharge of surface water from the driveways and parking areas to the public highway. The provision to prevent the unregulated

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discharge of surface water to the public highway shall then be retained for the life of the development.

16. No development hereby permitted shall commence until wheel washing facilities have been installed on the site. The wheel washing facilities shall be maintained in working order at all times during the construction of the development and shall be used by any vehicle carrying mud, dirt or other debris on its wheels before leaving the site so that no mud, dirt or other debris is discharged or carried on to a public road.
17. Prior to commencement of any above ground construction works, details of Electric Vehicle charging points to be provided at each dwelling, to include their location and specification shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be undertaken in accordance with the approved details prior to the first occupation of the development.
18. Development shall not commence until a scheme for the satisfactory disposal of foul and surface water from the site has been submitted to, and approved in writing by, the Local Planning Authority. No part of the development shall then be occupied or brought into use until the approved foul and surface water drainage works are completed in accordance with the approved scheme.
19. a) No development shall take place until a Written Scheme of Investigation for archaeological work has been submitted to and approved in writing by the Local Planning Authority, and until all pre-start elements of the approved scheme have been completed to the satisfaction of the Local Planning Authority. The scheme shall include an assessment of significance and research questions; and:
  - i) The programme and methodology of site investigation and recording
  - ii) The programme for post investigation assessment
  - iii) Provision to be made for analysis of the site investigation and recording
  - iv) Provision to be made for publication and dissemination of the analysis and records of the site investigation
  - v) Provision to be made for the archive deposition of the analysis and records of the site investigation
  - vi) Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation

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b) The development shall not take place other than in accordance with the Written Scheme of Investigation for archaeological work approved under part a).

c) The new dwellings shall not be brought into use until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation for archaeological work approved under part a) and the provision to be made for analysis, publication and dissemination of results has been secured.

### **Reasons**

1. In order to comply with Section 51 of the Planning and Compulsory Purchase Act 2004.
2. For the avoidance of doubt and to define the terms of this permission.
3. In the interests of visual amenity.
4. In the interests of visual amenity.
5. In the interest of visual amenity.
6. In the interests of visual and residential amenity.
7. In the interests of protecting ecological interests.
8. In the interests of protecting ecological interests.
9. In the interests of residential amenity.
10. To ensure that land contamination matters are fully addressed.
11. To ensure that land contamination matters are fully addressed.



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12. To ensure that retained trees and hedges are adequately protected.
13. To ensure the development is constructed to adoptable standards.
14. To reduce the possibility of deleterious material being deposited on the public highway (loose stones etc).
15. To ensure surface water from the site is not deposited on the public highway causing dangers to road users.
16. In the interests of Highway safety
17. To ensure the development is constructed in an appropriate sustainable manner which takes into consideration air quality with in the Borough, and takes into consideration policy LPD11 of the Councils Local Plan.
18. To ensure that the drainage scheme is appropriate to meet the needs of the site and the approved development.
19. To safeguard any potential archaeological remains.

### Notes to Applicant

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 that notwithstanding any planning permission, if any highway forming part of the development is to be adopted by the Highways Authority, the new roads and any highway drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for roadworks.

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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.

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. All correspondence with the Highway Authority should be addressed to:-

TBH - NCC (Highways Development Control) (Floor 9)  
Nottinghamshire County Council  
County Hall  
Loughborough Road  
West Bridgford  
Nottingham, NG2 7QP

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](http://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](http://www.groundstability.com).

The applicant is advised that all planning permissions granted on or after 16th October 2015 may be subject to the Community Infrastructure Levy (CIL). Full details of CIL are available on the Council's website. The proposed development has been assessed and it is the Council's view that CIL IS PAYABLE on the development hereby approved. The actual amount of CIL payable will be calculated when a decision is made on the subsequent reserved matters application.

The Borough Council has worked positively and proactively with the applicant in accordance with paragraph 38 of the National Planning Policy Framework (2018). Additional information has been submitted to address matters raised during the determination of the application.

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It is the responsibility of the developer to ensure that the provision of Electric Vehicle charging is adequately incorporated into the design of the development such that there are no health and safety matters arising from trailing cables in public areas. If necessary cables may need to be placed beneath footpath areas and brought back to the surface nearer the parking areas. The minimum requirement is an operational weatherproof 3 pin socket on a dedicated 16A circuit with an ability to isolate from inside the property for security reasons. The developer is encouraged to consider upgrading the EV charging facilities to incorporate additional mode 3 charging capability as this will help future proof the development and improve its sustainability. All electrical circuits/installations shall comply with the electrical requirements of BS7671:2008 as well as conform to the IET code of practice on Electrical Vehicle Charging Equipment installation (2015).

Severn Trent Water advise that although their statutory sewer records do not show any public sewers within the area you have specified, there may be sewers that have been recently adopted under The Transfer Of Sewer Regulations 2011. Public sewers have statutory protection and may not be built close to, directly over or be diverted without consent and you are advised to contact Severn Trent Water to discuss your proposals. Severn Trent will seek to assist you obtaining a solution which protects both the public sewer and the building.

With respect to Condition 18, Severn Trent Water advise that a hydraulic modelling study may be required to determine if the proposed flows from the development can be accommodated in the existing system, and if not to identify what improvements may be required. If surface is drained sustainably, this will only apply to the foul drainage. If Severn Trent needs to undertake capital improvements, a reasonable amount of time will need to be determined to all for these works to be completed before any additional flows are connected. Planning Practice Guidance and section H of the Building Regulations 2010 detail surface water disposal hierarchy. The disposal of surface water by means of soakaways should be considered as the primary method. If this is not practical and there is no watercourse is available as an alternative other sustainable methods should also be explored. If these are found unsuitable, satisfactory evidence will need to be submitted, before a discharge to the public sewerage system is considered.

Dated:

**Annex A**  
**Employment and Skills Plan**

Development and Implementation of the Employment and Skills Strategy at Dark Lane, Calverton, Nottingham

Overview

Located in the heart of a rural village roughly 12 miles from Nottingham City Centre. Consisting of 57 dwellings

Requirements

Using the CITB guidance document V2 June 2016, it has been agreed between Langridge Homes and Gedling Borough Council that the project falls under Band 3 £6.1 - £10m of Table 1.0 Residential.

Table 1 - CITB Benchmarks

Appendix B  
Benchmarks

1.0 Residential		band 1	band 2	band 3	band 4	band 5	band 6	band 7	band 8	band 9	band 10	band 11	band 12	band 13
		£1 - 3.5m	£3.6 - 6m	£6.1 - 10m	£10.1 - £15m	£15.1 - £20m	£20.1 - 30m	£30.1 - 40m	£40.1 - 50m	£50.1 - 60m	£60.1 - 70m	£70.1 - 80m	£80.1 - 90m	£90.1 - £100m
1	Work Placements - permanent	3	6	8	11	14	16	20	22	23	25	25	26	26
2	Jobs created by NSRF	1	4	7	12	14	16	18	19	22	23	25	26	28
3	Construction Careers Information, Advice & Guidance (CCIAG) Events	1	2	4	5	6	7	9	10	11	12	12	13	14
4	Training Weeks on site	47	99	167	261	365	522	731	939	1148	1357	1656	1775	1984
5	Qualifying the Workforce - project workforce <i>Total of 5(a) plus 5(b) plus 5(c) plus 5(d)</i>	6	9	15	20	24	29	32	36	39	43	45	50	51
5(a)	Qualifications gained (equiv. NVQ2 and above)	1	2	5	8	11	13	16	18	20	22	24	26	27
5(c)	Industry certification gained	5	7	10	12	13	16	16	18	19	21	21	24	24
5(d)														
6	Training Places	4	4	5	5	5	6	6	6	7	7	7	8	8
7	Case Studies	Project Specific - to be agreed pre-approval												

CITB V2 June 2016 App B

It is acknowledged that it is the Council's standard practice to require the requirements laid out in table 1.0 Band 3 to be delivered by Langridge Homes during the construction phase for the residential development.

However, due to the small number of permanent employees, and Langridge Homes use of contractors to develop their sites, concessions have been agreed, which means that Langridge Homes will not be delivering all the elements of the CITB Benchmark. Langridge Homes will however endeavour to capture any training completed during the development of the site by their contractors, and also seek out opportunities to train and develop their own employees. In addition, the CITB requirement is for 7 jobs, but in acknowledgement of their working practices, and GBC's positive, supportive approach to development, the requirement has been reduced to 2. Langridge Homes will however undertake an increased number of Construction Careers Information, Advice & Guidance (CCIAG) Events, requirement

4 increased to 6, and will deliver 8 work placements (for individuals over 16 years old or students in year 11 for 4 days each (hours between 9-2 pm), in recognition of the lost elements.

These concessions have been granted by Gedling Borough Council on the understanding that as a result of concessions, development of the site will commence earlier than would have otherwise been the case because Langridge may be able to continue with their existing working practices.

#### The Team and Responsibilities:

A Commercial Officer of Langridge, and the site manager, not yet appointed, will manage the design and construction of the development.

A Commercial Officer or a Commercial Director of Langridge will take the overall responsibility for the Employment and Skills Plan, will be the point of contact for all queries/comments, will arrange (if any) all employment opportunities, and ensure the delivery of the obligations resulting from the Employment and Skills Plan.

Derwent Safety will provide Health and Safety advice and the site manager, not yet appointed, will control health and safety on site.

The identity of the individual responsible for each of the roles above will be notified to the Council before work on site starts. The Council will then have a point of contact for all queries and comments.

#### Education and Managing Agents

The main focus of Gedling Borough Council is to present work opportunities to residents within the borough and Langridge Homes will promote this wherever possible. There are several pathways which Langridge Homes will use to source potential employees during construction including but not limited to:-

1. Attending 8 of the upcoming careers events/interview days arranged by Gedling Borough Council.
2. Via the Council engaging with recruitment companies and agencies.
3. Working closely with Gedling Borough Council to identify opportunities for the work placements
4. Identifying the 2 permanent jobs created.
5. Working with the Council to identify suitable students or candidates for the work placements so that the Council are responsible for discussing potential opportunities with local schools / colleges and the DWP.

## Training Provision

Langridge Homes, due to its size and working practices, cannot adhere to requirements 4 and 5, but will endeavour to both capture any training undertaken by its contractors and also seek out opportunities to train and develop their own employees, in addition their CITB requirement for 7 jobs will be reduced to 2. In view of this Langridge Homes will attend 2 more CCIAG events than required within the benchmark, to try to redress the areas which are being omitted.

## Work Placements

Langridge Homes will assess the placements available as the development takes place. Following an initial review of the placements on offer for the Dark Lane project which could include shadowing employees, site visits and demonstrations. 8 work placements are required, however as discussed, these could be delivered via small groups of students, hence reducing the pressures faced by Langridge Homes to deliver this, and Gedling Borough Council can help in the sourcing of work placement students.

## Targets

Please refer to Table 1.0 , Band 3 of located on page 1 of this document and the table below which sets out the bespoke requirements agreed between Gedling Borough Council and Langridge Homes for this development. As agreed the elements relating to training (4 and 5) will be omitted but additional CCIAG and work placements will be provided as a substitute.

	CITB Requirements	Number Band 3	Proposed by Langridge Homes	Difference
1	Work placements - No. of persons	8	8	0
2	Jobs created by NSAFC	7	2	-5
3	Construction Careers Information, Advice & Guidance (CCIAG) Events	4	8	+4
4	Training weeks on site	167	0	-167
5	Qualifying the workforce- project workforce Total of 5(a) plus 5(b) plus 5 (c) plus 5 (d)	15	0 to be consistent with Table 2 but included on the basis that 15 may not be achieved in view of the size of the	Cautionary target

			developer's permanent work force	
5(a)/ (b)	Qualifications gained (equiv. NVQ2 and above)	5	0	-5
5(c)/(d)	Industry certification gained	15	0 but will be drawn from contractors	Cautionary target
6	Training Plans	0	Dependent on the number of permanent employees who undertake training during the course of the development	Cautionary target
7	Case studies	0	Drawn from the 8 people attending 1 weeks work experience each.	Cautionary target

### Health and Safety

A Commercial Officer of Langridge is designated as the Principal Contractor under the Construction Design Management 2015 Regulations (CDM) with the responsibility to manage the construction on the Dark Lane project. The main duty of the Commercial Officer under CDM is to plan, manage, monitor and coordinate health and safety during the construction phase, when all construction work takes place. This includes the overarching responsibility for contractors and workers. The Site Manager appointed will manage and monitor the Health & Safety and manage/co-ordinate the contractors throughout the build process.

Derwent Safety is the Health and Safety Advisor for Langridge Homes. Whilst the Commercial Officer is responsible for advising the project team, it is the Site Manager who is responsible for the implementation of the health and safety responsibilities apportioned to the construction phase of the project. All members of the Dark Lane Project Team hold an appropriate CSCS training card (category depends upon experience and job role) along with any other relevant qualifications.

### Compliance

A Commercial Director or Commercial Officer of Langridge will monitor the delivery of the Employment and Skills Strategy against the targets to ensure progress is being made. Records will be kept, reported and submitted to Gedling Borough Council every 3 months from the commencement date on site.



## **Appendix H**

### **Employment and Skills Strategy Workbook at Dark Lane, Calverton, Nottingham**

For the development and implementation of an Employment and Skills Strategy.

#### **1.0 Objectives**

Define the goals that the client would like to achieve in relation to an Employment and Skills Strategy over the duration of the Project.

- Work to aid the development of work experience students/trainees/apprentices during the duration of the construction phase.
- Where appropriate and in accordance with employment law, give Gedling Borough resident's first priority when looking to employ on site.
- Aim to provide routes to qualifications during the placement where and when appropriate.
- Fulfil the requirement of Table 2 which is the amended and agreed bespoke targets for the developer (appended for reference) which is based on Table 1, band 3 requirements for the development.

#### **2.0 Coverage of the Employment and Skills Strategy**

List the types and size of Project that the Employment and Skills Strategy will cover.

57 new dwellings with roads, sewers and landscaping.

Projects through Client Procurement.

Langridge Homes will manage the build, design and construction of the site and we will work with our contractors to endeavour capturing qualifications through them. Where appropriate and in accordance with employment law, priority will be given to local contractors and suppliers in acknowledgement of the relevant requirements of Gedling Borough Council.

### 3.0 Scope of the Employment and Skills Plan (ESP)

Include the benchmarks appropriate to the Project type and value in the Summary column of a Template ESP.

- From Appendix B of the CITB V2 June 2016 guidance note.
- Table 1 is located on the "Dark Lane Employment and Skills Strategy" document and shows Gedling Borough Council's objectives.
- Table 2 is appended to this document to show the variations which have been agreed to support the development of this site.
- Band 3 - £6.1m - £10m.
- The ESP and all obligations associated with it shall cease to have effect once the obligations listed in Table 2, column 4 have been discharged.

### 4.0 Development and Implementation Team

Identify who will be involved in developing and implementing the Employment and Skills Strategy, setting out roles and responsibilities within the Client organisation.

<u>Individual</u>	<u>Role</u>	<u>Responsibility</u>
Identity of current individual responsible is known to Council	Director/Appropriate Officer	All of the above

If personnel changes during development of the plan and implementation the identity of the incoming individual will be notified to the Council.

### 5.0 Development and Implementation

Set out key stages in the development and implementation of the Employment and Skills Strategy e.g. awareness and internal support, inclusion in planning policy, incorporation in Procurement Framework.

<u>Stage 1</u> - Meet with Gedling Borough Council to discuss requirements and aspirations.
<u>Stage 2</u> - Project works commence. - Arrange for placements with the /abiding contractors and or within Langridge Homes Head Office for individuals over 16 years old or students in Year 11 onwards. - Monitor progress and maintain records. - Provide feedback to Gedling Borough Council every 3 months

### 6.0 Potential Obstacles and Potential Solutions

Define potential obstacles to the successful development and the implementation of the Employment and Skills Strategy, then propose potential solutions.

### 6.1 Development of an Employment and Skills Strategy

Potential Obstacles	Potential Solutions
- Lack of input from contractors.	- Target contractors who are known to invest in opportunities.

### 6.2 Implementation of an Employment and Skills Strategy

Potential Obstacles	Potential Solutions
<ul style="list-style-type: none"> <li>- Limited or no local resource to employ.</li> <li>- Not having the right opportunities at the right time.</li> <li>- Health and Safety constraints.</li> <li>- Financial constraints.</li> </ul>	<ul style="list-style-type: none"> <li>• Target local employment centres.</li> <li>• Work with Gedling Borough Council to identify suitable students/candidates.</li> <li>• Need to find a way to deliver safe, appropriate and meaningful work placements.</li> <li>• Program out key dates and align with opportunities.</li> </ul>

## 7. Program

Define the Key Milestones in relation to the implementation of the Employment and Skills Strategy on a Project e.g. key meetings, explanatory workshop, preparation of procurement documentation, issue of tenders, review of internal monitoring and reporting procedures.

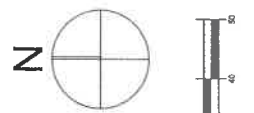
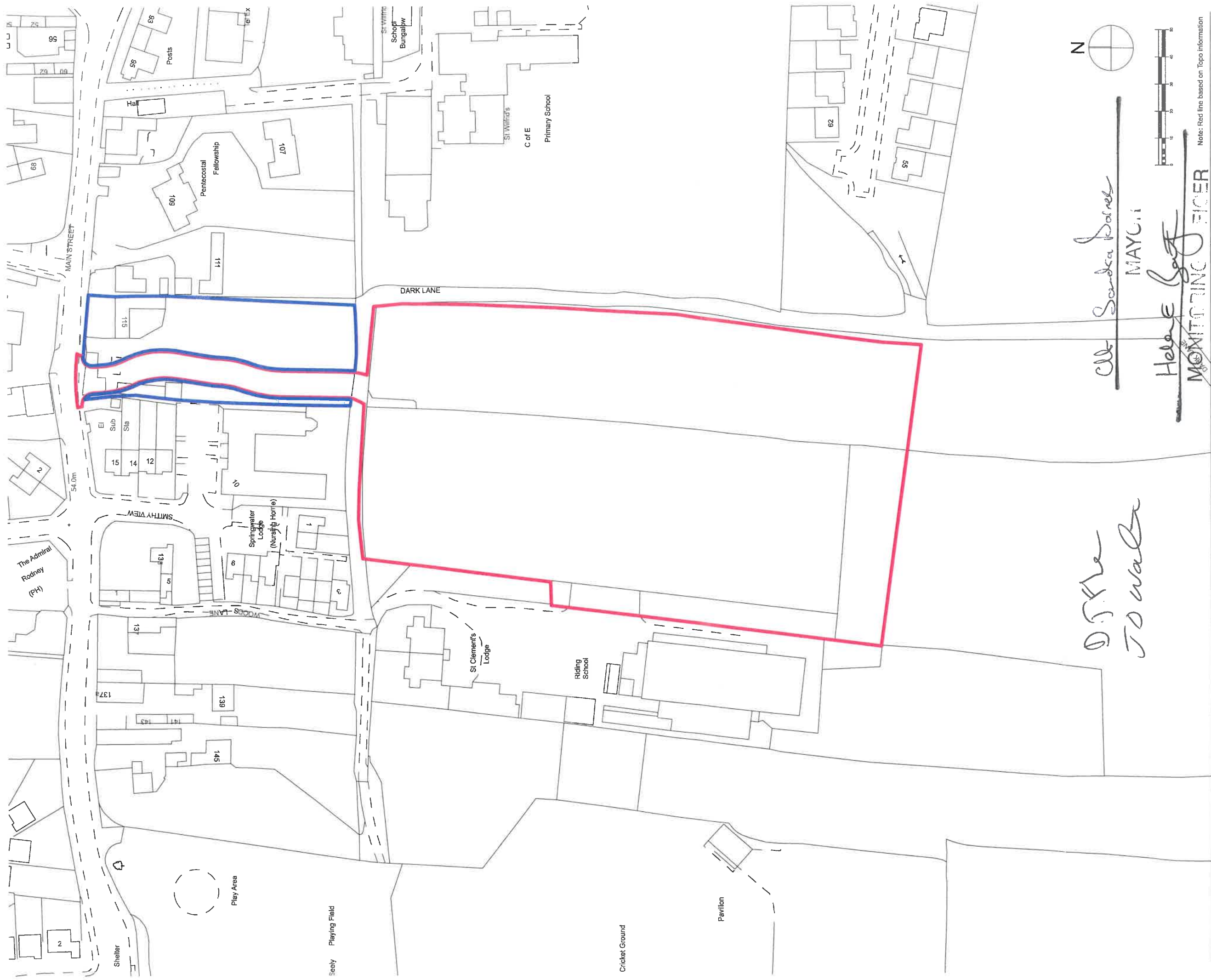
Milestone 1	Date
<ul style="list-style-type: none"> <li>- Produce plan.</li> <li>- Confirm plan with Gedling Borough Council.</li> <li>- Implement the plan in readiness for start on site.</li> </ul>	<p>30.03.2020</p> <p>TBC but in conjunction with work on site which as a result of the concessions granted by the Council in connection with the ESP as set out in column 4 of Table 2 will enable development of the site to commence earlier than would have otherwise been the case because Langridge will be able to continue with their existing working practices.</p>

Milestone 2	Date
<ul style="list-style-type: none"> <li>- Review progress every 3 months with a specific representative from GBC - checking actual data against the targets.</li> </ul>	<ul style="list-style-type: none"> <li>-Every 3 months.</li> </ul>

**Table 2**

(1)	(2) CITB Requirements	(3) Number Band 3	(4) Proposed by Langridge Homes	(5) Difference
1	Work placements - No. of persons	8	8	0
2	Jobs created by NSAFC	7	2	-5
3	Construction Careers Information, Advice & Guidance (CCIAG) Events	4	8	+4
4	Training weeks on site	167	0	-167
5	Qualifying the workforce- project workforce Total of 5(a) plus 5(b) plus 5 (c) plus 5 (d)	15	0 to be consistent with Table 2 but included on the basis that 15 may not be achieved in view of the size of the developer's permanent work force	Cautionary target
5(a)/ (b)	Qualifications gained (equiv. NVQ2 and above)	5	0	-5
5(c)/(d)	Industry certification gained	15	0 but will be drawn from contractors	Cautionary target
6	Training Plans	0	Dependent on the number of permanent employees who undertake training during the course of the development	Cautionary target
7	Case studies	0	Drawn from the 8 people attending 1 weeks work experience each.	Cautionary target

**Annex B**  
**Plan**



*Clk Sandra Barnes*  
MAY 11  
*Helene Scott*  
MONITORING FICER

*D.J. Kler*  
*TO walk*

Note: Red line based on Topo information

Office Liverpool	Nottingham	Newcastle	Preston
<b>Nottingham</b>			
Address 53 Forest Road East			
Post Code NG1 4HW			
Tel 0115 989 7969			
Website www.hipdesign.com			
Drawing Title <b>Site Location Plan</b>			
Project Dark Lane, Calverton			
Client Langridge Homes			
Scales @ A3			
Date	Jul 2017	Drawn	JR
Job Number	1:1250	Check	CG
Dwg. No - Revision	001_B	Status <b>Planning</b>	
<p>13/02/2019 B Amended Red and Blue line Ownership Boundaries. JB</p> <p>16/01/2018 A Amended Red and Blue line Ownership Boundaries. DF</p> <p>Rev. Date Description Drwn.</p>			



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**Annex C**  
**Incidental Open Space Plan**

EXECUTED as a DEED by  
**GEDLING BOROUGH COUNCIL**  
whose COMMON SEAL was  
hereunto affixed  
in the presence  
of

Ms Sandra Barnes Mayor

Hele E Bay Monitoring Officer



EXECUTED as a DEED by  
**NOTTINGHAMSHIRE COUNTY COUNCIL**  
whose COMMON SEAL was  
hereunto affixed  
in the presence of

[Signature] Authorised Signatory



SEAL REGISTER  
NO: 48379

EXECUTED as a DEED by  
**LANGRIDGE HOMES LIMITED**  
acting by **DAVID FLETCHER**, a director, and  
**JANE WALSH**, a director

D.J.F.L Director

J.D. Walsh Director