

DATED

11 June

2021

GEDLING BOROUGH COUNCIL

AND

PERFECTLY PEACEFUL PROPERTIES 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 at Former Car Park, North Green, Calverton,
Nottingham

Application Reference: 2018/0817

Legal Services
Gedling Borough Council
Civic Centre
Arnot Hill Park
Arnold
Nottingham NG5 6LU
Ref: SF/ PS106001561

THIS DEED is made the 11 day of June 2021

BETWEEN:

- (1) **GEDLING BOROUGH COUNCIL** of Civic Centre Arnot Hill Park Arnold Nottingham NG5 6LU (the "Council"); and
- (2) **PERFECTLY PEACEFUL PROPERTIES LIMITED** a company incorporated and registered in England and Wales with company registration number 03996409 whose registered office is at 12 Bridgford Road, West Bridgford, Nottingham, NG2 6AB (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 number NT405418
- (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 Owner submitted the Application to the Council for full planning permission for residential development for the erection of 20 (twenty) single storey bungalows.
- (D) The Council being the competent local planning authority to determine the Application resolved on 12 October 2020 to grant the Planning Permission for the Development subject to the making of this Deed without which the Planning Permission would not be granted.
- (E) The Owner by entering into this Deed does so to create planning obligations in favour of the 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 on the terms of this Deed.
- (F) 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);

“Affordable Housing”	means housing for sale or rent for those whose needs are not met by the market or who cannot afford to rent or buy housing generally available on the housing market in accordance with the Council’s Affordable Housing Supplementary Planning Document (December 2009).
“Affordable Housing Contribution”	means the sum of £10,617.00 (ten thousand six hundred and seventeen pounds) RPI Index Linked and payable to the Council by the Owner in lieu of the provision of on-site Affordable Housing as part of the Development;
“Affordable Housing Requirement”	means a requirement for 4 (four) Dwellings authorised to be constructed on Site to be provided as Affordable Housing in accordance with the Council’s Affordable Housing Supplementary Planning Document (December 2009).
“Application”	means the application for full planning permission submitted to the Council on 13 August 2018 for the Development and allocated planning reference number 2018/0817;
“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 Deed and for no other purpose) operations consisting of site clearance, 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 the erection of 20 (twenty) single storey Dwellings (bungalows);
“Dwellings”	means all units of residential accommodation that may be constructed on the Site pursuant to the Planning Permission and “Dwelling” shall be construed accordingly;
“Employment and Skills	means a written employment and skills strategy

Plan”

developed by the Owner in accordance with the Construction Industry Training Board and the National Skills Academy for Construction’s “Client-Based Approach; Local Client Guidance for England” dated June 2016 or such replacement guidance as shall be implemented from time to time and submitted to and approved in writing by the Council which shall include key performance indicators for the following employment and skills areas:

- a) work experience placement(s);
- b) jobs created by National Skills Academy for Construction projects;
- c) organisation and delivery of construction careers information, advice and guidance event(s);
- d) number of formal training weeks being undertaken by trainees/new entrants;
- e) number of persons gaining a nationally recognised qualification equivalent to Level 2 or above;
- f) annual company training plan; and
- g) case study(ies);

“Interest”

means a rate of 4% (four percent) 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;

“Occupation”

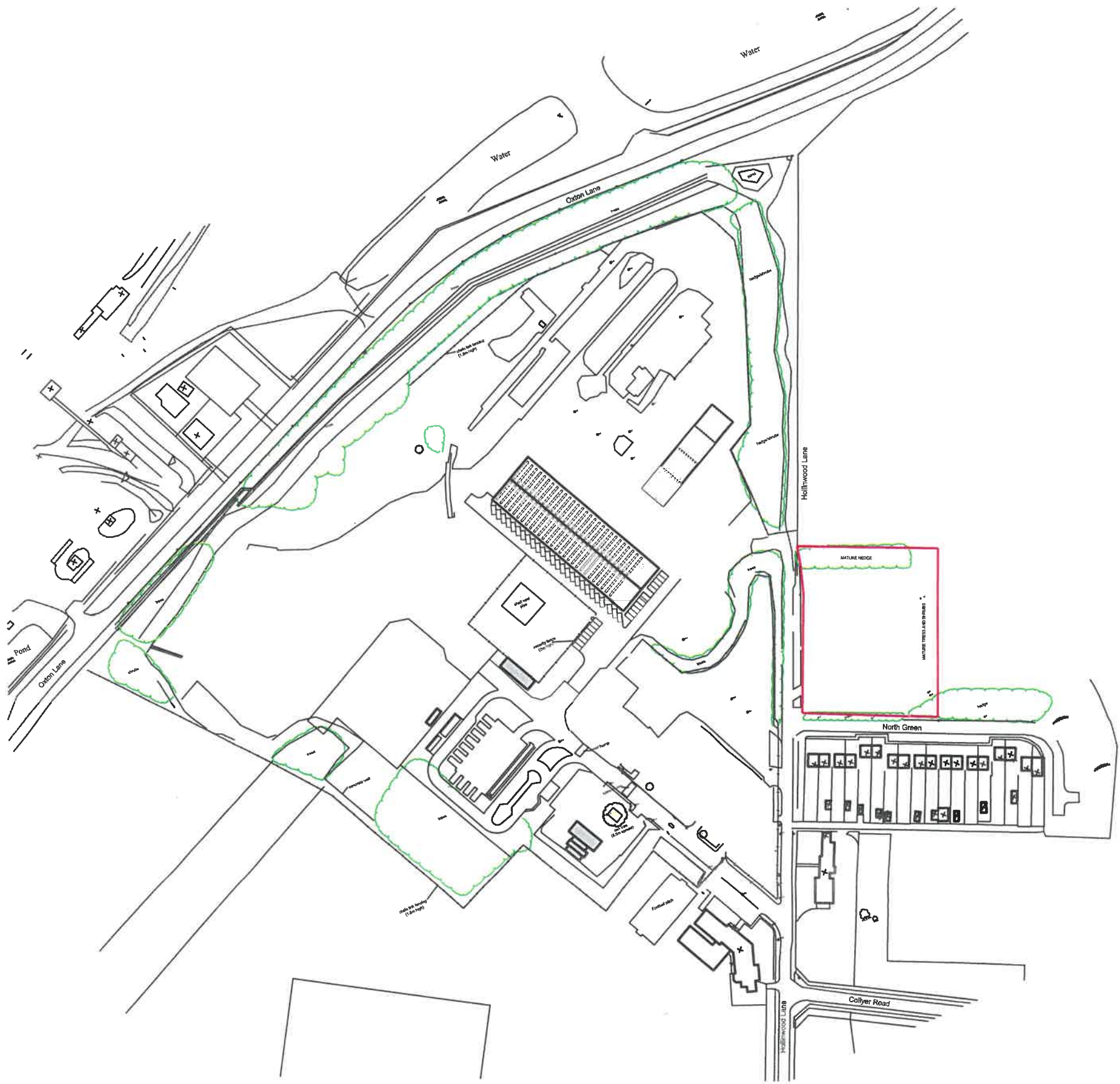
means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation as a show home or sales office or occupation in relation to security operations and the terms **“Occupy”** and **“Occupied”** shall be construed accordingly;

“Open Spaces Guidance”

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;

“Open Spaces Off-Site Contribution”

means the sum of £10,617.00 (ten thousand six hundred and seventeen pounds) RPI Index Linked



[Handwritten signature]
 D. Butler

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 Mayor

[Handwritten signature]
 Monitoring officer

Drawn by DRP	Checked KDAR	File -
Drawing Number 2012-15-004		Revision -
		Scale 1:2500 @ A3
		Date April 2018

Revision	Description	Date
JJK Project Services Limited 46 Howells Place, Mastin Moor, Cheserfield S43 3FA krichardson@jjkprojectservices.co.uk		
Client Lovely Homes Limited Project North Green Calverton		

Drawing Title Site Location Plan
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payable to the Council by the Owner in lieu of providing open spaces on the Site as part of the Development

“Open Spaces Requirement”

means a financial contribution not exceeding the maximum sum of £44,004.48 (£31,025.28 capital contribution and £12, 979.20 for 10 year maintenance) RPI Index Linked in lieu of the provision of 10% on-site open spaces as part of the Development in accordance with the requirements of the Council’s Open Space Supplementary Planning Guidance (2001) and Policy LPD21 of the Local Planning Document (Adopted July 2018).

“Plan”

means the plan marked Plan attached to this Deed;

“Planning Permission”

means the planning permission subject to conditions to be issued by the Council pursuant to the Application as set out in draft form at Schedule 4;

“Revised Affordable Housing Contribution”

means a revised financial contribution payable to the Council as may be determined in accordance with Schedule 3 following a revised Viability Appraisal (if applicable) towards the provision and / or improvement of Affordable Housing in the borough of Gedling less the Affordable Housing Contribution already paid to the council;

“Revised Open Spaces Off-Site Contribution”

means a revised financial contribution payable to the Council as may be determined in accordance with Schedule 3 following a revised Viability Appraisal (if applicable) in lieu of providing open spaces on the Site as part of the Development less the Open Spaces Off-Site Contribution already paid to the council;

“Revised Viability Appraisal”

means the re-assessment of the viability of the Development carried out by the Owner in accordance with Schedule 3 and using a viability model agreed between the Owner and the Council which shall be funded by the Owner.

“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;

“Subsequent Application” means any application for discharge of conditions pursuant to the Planning Permission;

“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 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 (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 the grant of the Planning Permission save for the provisions of clauses 1 (Definitions), 2 (Construction), 3 (Legal Basis), 4 (Conditionality), 5 (Obligations) in respect of paragraphs 1 - 5 of Schedule 1 (Owner Covenants), 6.1 (legal costs), 8 (Dispute Resolution), 9 (Notices), 10 (Waiver), 12 (Interest), 13 (VAT), 14 (Jurisdiction) and 15 (Delivery) which shall come into effect immediately upon completion of this Deed.

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 1 to 3 (inclusive).
- 5.2 The Council covenants with the Owner to observe and perform the covenants, obligations, agreement and restrictions contained in Schedules 1 to 3 (inclusive).

6. MISCELLANEOUS

- 6.1 The Owner shall pay to the Council on completion of this Deed the sum of £1600 being a contribution to the reasonable legal costs of the Council incurred in the negotiation, preparation and execution 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 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 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.

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 10 (ten) Working Days prior to the date thereof;
- 7.1.3 completion of construction of 80% (eighty percent) of the Dwellings within 10 (ten) Working Days thereof;

7.1.4 completion of construction of 90% (ninety percent) of the Dwellings within 10 (ten) Working Days thereof;

7.2 The Owner shall pay the Council the sum of £630.00 on Commencement of the Development as a contribution towards the Council's costs in monitoring the implementation of this Deed.

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 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 48 (forty eight) 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 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 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 to give the 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

OWNER COVENANTS

The Owner covenants with the Council as follows:

Open Spaces Off-Site Contribution

1. To pay to the Council the Open Spaces Off-Site Contribution in full prior to Commencement of the Development;
2. Not to Commence until such time that it has paid to the Council in full the Open Spaces Off-Site Contribution;

Affordable Housing Contribution

3. To pay to the Council the Affordable Housing Contribution in full prior to Commencement of the Development;
4. Not to Commence until such time that it has paid to the Council in full the Affordable Housing Contribution;

Local Labour Agreement

5. Not to Commence until the Employment and Skills Plan has been submitted to and approved in writing by the Council and Construction Industry Training Board;
6. To comply with and implement the approved Employment and Skills Plan throughout the construction of the Development;
7. To provide to the Council at the specified trigger points agreed with the Council and detailed in the approved Employment and Skills Plan a report outlining the achievements during the previous period against the Employment and Skills Plan and the key performance indicators contained therein to enable the Council to monitor performance with the Employment and Skills Plan;
8. To provide the Council with such information as required to demonstrate its compliance with the Employment and Skills Plan;
9. To attend a meeting with the Council 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;

10. For the avoidance of doubt, 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 excluding any third party costs which shall be at the discretion of the Owner borne by the individual/party concerned;

Re-assessment of Viability

11. To comply with Schedule 3 in respect of the re-assessment of the viability of the Development; and

12. To pay to the Council the Revised Affordable Housing Contribution and / or Revised Open Spaces Off-Site Contribution (if applicable) in accordance with Schedule 3 or as directed by an expert if so instructed.

SCHEDULE 2

COUNCIL COVENANTS

The Council covenants with the Owner as follows:

Open Spaces Off-Site Contribution

1. To use the Open Spaces Off-Site Contribution (and Revised Open Spaces Off-Site Contribution (if applicable)) towards the development, provision and/or improvement of open spaces within 2 (two) kilometres of the centre of the Site and the maintenance of such spaces for a period of 10 (ten) years following receipt of payment in full and for no other purpose whatsoever;
2. If all or any part of the Open Spaces Off-Site Contribution (and Revised Open Spaces Off-Site Contribution (if applicable)) has not been expended or otherwise committed for expenditure towards the development, provision and/or improvement of open spaces within 2 (two) kilometres of the centre of the Site or for the maintenance of such spaces at the expiration of 10 (ten) years from and including the date of payment of the Open Spaces Off-Site Contribution (or Revised Open Spaces Off-Site Contribution) in full then to refund such unexpended or uncommitted balance of the Open Spaces Off-Site Contribution (or Revised Open Spaces Off-Site Contribution) to the party that made payment within 3 (three) months of receipt of a written request from the paying party;

Affordable Housing Contribution

3. To use Affordable Housing Contribution (and Revised Affordable Housing Contribution (if applicable) towards the provision and/or improvement of Affordable Housing in the borough of Gedling; and
4. If all or any part of the Affordable Housing Contribution (or Revised Affordable Housing Contribution) has not been expended or otherwise committed for expenditure towards the provision and/or improvement of Affordable Housing within the borough of Gedling at the expiration of 10 (ten) years from and including the date of payment of the Affordable Housing Contribution (or Revised Affordable Housing Contribution) in full then to refund such unexpended or uncommitted balance of the Affordable Housing Contribution (or Revised Affordable Housing Contribution) to the party that made payment within 3 (three) months of receipt of a written request from the paying party.

SCHEDULE 3
Re-assessment of Viability

1. The Owner covenants with the Council that in the event that 80% (eighty percent) of the Dwellings permitted to be constructed on the Site pursuant to the Planning Permission are not Substantially Complete within 48 (forty eight) months of the date of the Planning Permission ("**the Trigger Date**") the Owner shall at its own cost and expense within 28 (twenty eight) days of the Trigger Date submit a Revised Viability Appraisal in a form approved by the Council (approval of such form not to be unreasonably withheld or delayed) assessing the viability of the Development with the provision of the Affordable Housing Requirement within the Development and the Open Spaces Requirement
2. If the requirement to submit a Revised Viability Appraisal is triggered pursuant to this Schedule 3 then the Owner shall:
 - a. disclose and justify all capital costs and revenue items for the Development in accordance with the recommended approach in national planning practice guidance on viability, including standardised inputs;
 - b. make all itemised capital costs and revenue items available on request to the Council for the purpose of compliance checking by an audit process of the Council's choosing;
 - c. facilitate the Revised Viability Appraisal by acting reasonably and in good faith by fully demonstrating the land value, development costs and development values and any finance costs are all reflective of current market conditions; and
 - d. pay to the Council its reasonable costs incurred verifying any Revised Viability Appraisal.
3. If the requirement to submit a Revised Viability Appraisal is triggered pursuant to this Schedule 3:
 - a. the Council shall act reasonably and in good faith;
 - b. the Council shall confirm in writing to the Owner within 28 (twenty eight) Working Days of receipt of the Revised Viability Appraisal whether it accepts or not does not accept the Revised Viability Appraisal; and
 - c. Where the Council does not accept the Revised Viability Appraisal it shall within 15 (fifteen) Working Days of its written notice of non-acceptance to the Owner, instruct the District Valuer or other appropriate expert to verify the findings of the Revised Viability Appraisal ("**Verification Appraisal**").
4. If the requirement for a Verification Appraisal is triggered pursuant to paragraph 3c to Schedule 3 above:

- a. The Council shall act reasonably and in good faith and shall use all reasonable endeavours to obtain the findings of the Verification Appraisal from the District Valuer within twenty eight (28) Working Days of instruction;
 - b. The Council shall forthwith on receipt of the findings of the Verification Appraisal send the same to the Owner;
 - c. the Owner shall confirm in writing to the Council within 28 (twenty eight) Working Days of receipt of the Verification Appraisal whether or not it accepts the Verification Appraisal.
5. In the event of a dispute, the parties shall instruct an expert pursuant to clause 8.1 of this Deed to determine the re-assessed viability of the Development.
6. If the requirement for a Revised Viability Appraisal is triggered pursuant to this Schedule 1, should the agreed Revised Viability Appraisal or Verification Appraisal (as appropriate) conclude, or the expert determine (if applicable), that the Development is viable with the full or part provision of the Affordable Housing Requirement and Open Spaces Requirement, the Owner shall pay the Additional Affordable Housing Contribution and Additional Open Spaces Off-Site Contribution in full to the Council within 15 (fifteen) Working Days of the Revised Viability Appraisal being approved or as directed by the expert.
7. In the event that 90% (ninety percent) of the Dwellings permitted to be constructed on the Site pursuant to the Planning Permission are not Substantially Complete within 24 (twenty four) months of the Trigger Date and every 2nd (second) anniversary thereafter (**Additional Trigger Date**), the Owner covenants with the Council to submit to the Council a further updated Revised Viability Appraisal within twenty eight (28) days of any Additional Trigger Date and to comply with paragraphs 2 to 6 in respect of the further appraisals.
8. For the avoidance of doubt if 80% (eighty) percent (or more) of the Dwellings permitted to be constructed on the Site pursuant to the Planning Permission are Substantially Complete by the Trigger Date or 90% (ninety) percent (or more) of the Dwellings permitted to be constructed on the Site pursuant to the Planning Permission are Substantially Complete by the Additional Trigger Date this Schedule 3 shall determine absolutely.

SCHEDULE 4
Draft Decision Notice

NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2018/0817

John Booth
Heather Cottage
The Moor
Brinsley
Nottinghamshire
NG16 5BB

Applicant: Lovely Homes Limited
Location : Car Park North Green Calverton
Proposal : Erect 20 No. single storey bungalows

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 2012-15-004 received 25/09/18
 - o 2012-53-021 REV A received 05/04/19
 - o 2012-53-022 REV A received 05/04/19
 - o 2012-53-030 received 05/04/19
 - o 2012-53-031 received 05/04/19
 - o 2012-53-032 received 05/04/19
 - o 2012-53-03 REV 03 received 6/6/2019

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

3. 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

NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2018/0817

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.

4. 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.
5. Unless otherwise agreed by the Local Planning Authority, development must not commence until the following has been complied with:

Site Characterisation

An assessment of the nature and extent of any potential contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include; a survey of the extent, scale and nature of contamination and; an assessment of the potential risks to: human health, property, adjoining land, controlled waters, ecological systems, archaeological sites and ancient monuments.

Submission of Remediation Scheme

NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2018/0817

Where required, a detailed remediation scheme (to bring the site to a condition suitable for the intended use by removing unacceptable risks to critical receptors) should be 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.

In the event that remediation is required to render the development suitable for use, the agreed remediation scheme shall be implemented in accordance with the approved timetable of works. 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.

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 the requirements above, 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.

6. No development shall commence on site in connection with the development hereby approved (including, tree works, fires, soil moving, temporary access construction and / or widening or any operations involving the use of motorised vehicles or construction machinery) until a detailed Arboricultural Method Statement (AMS) in accordance with BS5837:2012 Trees in relation to design, demolition and construction - Recommendations has been submitted to and approved in writing by the Local Planning Authority and any protective fencing is erected as required by the AMS. The AMS shall include full details of the following:
 - a) Timing and phasing of Arboricultural works in relation to the approved development.
 - b) Details of a tree protection scheme in accordance with BS5837:2012: which provides for the retention and protection of trees, shrubs and hedges on and adjacent to the site.
 - c) Details of any construction works required within the root protection area of trees, hedges or shrubs on and adjacent to the site, as defined by

NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2018/0817

BS5837:2012.

d) Details of the arrangements for the implementation, supervision and monitoring of works required to comply with the Arboricultural Method Statement.

The development shall thereafter be undertaken in accordance with the approved Arboricultural Method Statement.

7. Prior to the commencement of development details of the existing and proposed ground levels of the site and finished floors levels of the proposed dwellings shall be submitted to and approved in writing by the local planning authority.

The development shall be undertaken in accordance with the approved details.

8. No above ground construction works shall commence until samples of the proposed external facing materials to be used in the construction of the development have been submitted to, and approved in writing by, the Local Planning Authority and the development shall only be undertaken in accordance with the materials so approved and shall be retained as such thereafter.
9. 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.
10. 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

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completed before the dwellings are first occupied and retained as such in perpetuity.

11. 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.
12. 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.
13. 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 discharge of surface water to the public highway shall then be retained for the life of the development.
14. 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, visibility splays, street lighting, drainage and outfall proposals, construction specification, provision of and diversion of utilities services, and any proposed structural works. The development shall be implemented in accordance with these details to the satisfaction of the Local Planning Authority.
15. No part of the development hereby permitted shall be brought into use until the visibility splays are provided in accordance with the approved plans. The area within the visibility splays referred to in this condition shall thereafter be kept free of all obstructions.
16. No development hereby permitted shall commence until wheel washing facilities have been installed on the site in accordance with details first submitted to and approved in writing by the LPA. The wheel washing facilities

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shall be maintained in working order at all times 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. No part of the development hereby permitted shall be brought into use until the pedestrian crossing has been constructed, together with the footway fronting the site has been constructed and is available for use in accordance with drawing number 03 rev 03.

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 residential amenity.
4. To ensure that the drainage scheme is appropriate to meet the needs of the site and the approved development.
5. To ensure the development is safe and suitable for use, thereby taking into consideration paragraph 178 of the National Planning Policy Framework and policy LPD7 of the Councils Local Plan.
6. To ensure that existing trees and hedges are adequately protected.
7. To ensure that the development does not have a detrimental impact upon visual amenity or upon the occupiers of adjacent dwellings.
8. To ensure a satisfactory standard of external appearance.
9. In the interests of visual amenity.

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10. In the interest of visual amenity.
11. 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.
12. To reduce the possibility of deleterious material being deposited on the public highway (loose stones etc.).
13. To ensure surface water from the site is not deposited on the public highway causing dangers to road users.
14. To ensure the development is constructed to adoptable standards
15. To maintain the visibility splays throughout the life of the development and in the interests of general Highway safety.
16. In the interests of Highway safety.
17. To ensure a safe crossing point is available for pedestrians.

Notes to Applicant

The comments of the Rights of Way Officer are attached.

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848. Further information is also available on The Coal Authority website at www.coal.decc.gov.uk. Property specific summary information on past, current and future coal mining activity can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com.

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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 and amended information has been submitted to address matters raised during the determination of the application.

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).

The Environment Agency advises with respect to Condition 8 that Infiltration systems should only be used where it can be demonstrated that they will not pose a risk to groundwater quality

Dated:

Authorised Officer

Attention is drawn to the attached notes.

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



120 57

Mayor *Maedda Lewis*

Monitoring Officer

EXECUTED as a DEED by
PERFECTLY PEACEFUL PROPERTIES LIMITED

Acting by NIGEL RHODES.....a director

D. Roddley
.....
Director

in the presence of : *[Signature]*
.....