

DATED

21st march

2019

GEDLING BOROUGH COUNCIL

AND

NOTTINGHAMSHIRE COUNTY COUNCIL

AND

LANGRIDGE HOMES LIMITED

**Deed pursuant to Section 106 of the Town and Country Planning Act 1990
and other powers relating to
Land at Westhouse Farm, Bestwood Village in the County of Nottinghamshire**

(Planning Application Reference Number 2014/0238)

Legal Services
Gedling Borough Council
Civic Centre
Amot Hill Park
Arnold
Nottingham
NG5 6LU

THIS DEED is made the 21st day of march 2019

BETWEEN

1. **GEDLING BOROUGH COUNCIL** of the Civic Centre Arnot Hill Park Arnold in the County of Nottingham ("**the Council**");
2. **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall West Bridgford Nottingham NG2 7QP ("**the County Council**"); and
3. **LANGRIDGE HOMES LIMITED** (Company registration number 00588827) whose registered address is situate at 17 – 21 Clumber Avenue Sherwood Rise, Nottingham, Nottinghamshire NG5 1AG ("**the Owner**")

jointly referred to as the 'Parties'.

WHEREAS

1. The Owner is the freehold owner of the Site which is registered at HM Land Registry under title number NT541194 free from incumbrances that would prevent it from entering into this Deed.
2. For the purposes of the Act the Council is the local planning authority for the area within which the Site is situated.
3. The County Council is the local highway authority ("Highway Authority") and the local education authority for the area within which the Site is located and is a local planning authority.
4. The obligations restrictions and provisions on the part of the Owner contained in this Deed are planning obligations for the purposes of Section 106 of the Act and enforceable as such by the Council and the County Council.
5. The Owner has submitted the Application to the Council for the Development of the Site.
6. The Council by a decision of the Gedling Borough Council Planning Committee on 11th July 2018 has determined that subject to the completion of this Deed to make provision for regulating the Development as hereinafter specified the Permission should be granted.
7. The Parties agree that the planning obligations contained in this Deed comply with Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010.

NOW THIS DEED WITNESSES as follows:-

Enabling Powers

- 1.1. This Deed is made pursuant to Section 106 of the Act and pursuant to 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 (so far as provided by this Deed) the Owner (and the successors in title of the Owner to each and every part of the Site and its assigns).

- 1.2. To the extent that the obligations contained herein fall within the terms of Section 106 of the Act they are planning obligations for the purpose of Section 106 of the Act and are enforceable by the Council and the County Council.

Liability for the Covenants herein

- 1.3 No person or party will be liable for any breach of this Deed after that person or party has parted with all of its interest in the Site or the part of the Site in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.

Conditions Precedent

- 1.4 This Deed is conditional upon:
 - 1.4.1 The grant of the Permission, and
 - 1.4.2 The Commencement of Development save for the provisions of Clauses 1.8 (legal costs), 1.9 (notice of new owner), 5 (monitoring) and 6 (resolution of disputes), and paragraph 1 of Schedule 4 and paragraphs 1.1 and 2.1 of Schedule 5 and paragraphs 1.1 and 2.1 of Schedule 6 which shall come into effect immediately upon completion of this Deed

- 1.5 If the Permission shall expire within the meaning of Sections 91, 92 or 93 of the Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or its successors in title this Deed shall cease to have effect and any monies paid to the Council or the County Council under the terms of this Deed (save for any monies paid pursuant to clause 1.8) shall be returned to the party that made payment.

Application of Agreement

- 1.6 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission other than the Permission granted whether or not on appeal after the date of this Deed.

General

- 1.7 Where any consent approval or action is required on the part of the Council or the County Council in respect of any aspect of this Deed then such consent approval or action shall not be unreasonably withheld or delayed by the Council or the County Council.
- 1.8 The Owner will on completion of this Deed pay the Council's and the County Council's reasonable legal costs for the preparation and completion of this Deed.
- 1.9 In the event of the Owner disposing of its interest in the Site or any part thereof before all the obligations under this Deed have been discharged the Owner shall within twenty eight days of such disposal give written notice of the name and address of their successors to the Council together with sufficient details of the land included in the disposal to allow its identification PROVIDED THAT in accordance with clause 4.1 of this Deed this covenant will not apply to the disposal of individual newly constructed Dwellings on the Development.
- 1.10 This Deed is a Local Land Charge and shall be registered as such by the Council.
- 1.11 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

2. DEFINITIONS

In this Deed the following words and expressions shall have the following meanings: -

- 2.1 "the Act" means the Town and Country Planning Act 1990 (as amended).
- 2.2 "Affordable Housing" means social rented or affordable rented and intermediate housing provided to eligible households whose needs are not met by the market or who cannot afford to rent or buy housing generally available on the open market in accordance with Annex 2 of the National Planning Policy Framework (July 2018).
- 2.3 "Affordable Housing Contribution" means any financial contribution calculated in accordance with the Affordable Housing Guidance to be paid to the Council in the circumstances set out in clause 9 of this Deed in lieu of the provision of Affordable Housing being provided on the Site.
- 2.4 "the Affordable Housing Guidance" means the Council's December 2009 adopted Affordable Housing Supplementary Planning Document.
- 2.5 "the Application" means the outline planning application for the Development with all matters reserved save for access submitted to the Council on 26 February 2014 and allocated the Council's reference number 2014/0238.
- 2.6 "BCIS Index Linked" means 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.
- 2.7 "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, demolition work, 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.
- 2.8 "Development" means the proposed residential development of the Site for 101 (one hundred and one) market dwelling units, new access, amenity space and open space as described in the Application along with any Subsequent Application.

- 2.9 "Dwelling" means any unit of residential accommodation authorised to be constructed by the Permission and any approval of a Subsequent Application for the Site.
- 2.10 "Education Contribution" means the sum of £252,601 (two hundred and fifty two thousand, six hundred and one pounds) BCIS Index Linked (or as varied pursuant to paragraph 1 of Schedule Six) as a contribution towards extending the replacement Bestwood Hawthorne Primary School.
- 2.11 "Footpath Link Improvements Plan" means the plan attached to this Deed at Schedule Eight.
- 2.12 "Integrated Transport Contribution" means the sum of £70,000 (seventy thousand pounds) RPI Index Linked (but subject to increase only) being a contribution towards the provision of the Integrated Transport Improvements.
- 2.13 "Integrated Transport Improvements" means works within the vicinity of the Site to be undertaken by the County Council to improve the nearby footpath in the location and within the extents of the path as shown indicatively on the Footpath Link Improvements Plan including works to deal with the width, condition and lighting of the footpath.
- 2.14 "Maintained Land" means the SUDS and any on site incidental open space not adopted by the Highway Authority and not within the residential curtilage of the Dwellings.
- 2.15 "Management Company" means the private limited company or companies to be set up for the management and maintenance of the Maintained Land and:
- a) which is registered and incorporated in England and Wales;
 - b) which has its registered office in England;
 - c) whose members following transfer of the Maintained Land pursuant to Schedule 4 paragraph 6 are limited to owners of the Dwellings; and
 - d) whose primary objectives permit the company to maintain and renew the Maintained Land
- 2.16 "Management Scheme" means a detailed scheme for the proposed future management and maintenance of the SUDS and any incidental open spaces not adopted by the Highway Authority and not within the residential curtilage of the Dwellings comprising the Development.
- 2.17 "Occupation" means occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation

to security operations and references to "Occupied" and "Occupy" shall be construed accordingly.

- 2.18 "Open Space Guidance" means the Council's adopted guidance entitled "New Housing Development - Supplementary Planning Guidance for Open Space Provision" dated November 2001.
- 2.19 "Off-Site Open Space" means open space or recreational facilities within a radius of 2km from the centre of the Development.
- 2.20 "Off-Site Open Space Capital Contribution" means the sum of £50,755.20 (fifty thousand seven hundred and fifty five pounds and twenty pence) RPI Index Linked payable by the Owner to the Council as capital payment towards the provision of and/or improvement of Off-Site Open Space and calculated in accordance with the Council's Open Space Guidance.
- 2.21 "Off-Site Open Space Maintenance Contribution" means the sum of £15,504.00 (fifteen thousand five hundred and four pounds) RPI Indexed Linked payable by the Owner to the Council as a 10 (ten) year maintenance sum to be used towards the maintenance of Off-Site Open Space and calculated in accordance with the Council's Open Space Guidance.
- 2.22 "the Permission" means the planning permission granted pursuant to the Application in the draft form attached to the Deed at Schedule One.
- 2.23 "Plan" means the plan of the Site attached to this Deed at Schedule Two.
- 2.24 "Play Areas/Informal Sports Facilities" means recreational facilities within a radius of 2km from the centre of the Development.
- 2.25 "Play Areas/Informal Sports Facilities Capital Contribution" means the sum of £152,279.20 (one hundred and fifty two pounds two hundred and seventy nine pounds and twenty pence) RPI Index Linked as a capital payments towards the provision and/or improvement of Play Areas/Informal Sports Facilities and calculated in accordance with the Council's Open Space Guidance.
- 2.26 "Play Areas/Informal Sports Facilities Maintenance Contribution" means the sum of £68,952.00 (sixty eight thousand nine hundred and fifty two pounds) RPI Index Linked as a 10 (ten) year maintenance sum to be used towards the maintenance of Play Areas/Informal Sports Facilities and calculated in accordance with the Council's Open Space Guidance.
- 2.27 "Primary Healthcare Contribution" means the sum of £551.00 (five hundred and fifty one pounds) per Dwelling RPI Index Linked multiplied by the number of Dwellings granted pursuant to a Subsequent Application as a contribution

towards the provision of healthcare facilities in the vicinity of Bestwood Village and Hucknall for the purpose of increasing capacity at the existing GP surgeries.

- 2.28 "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 from the date of this Deed to the date of actual payment.
- 2.29 "Site" means the land against which this Deed may be enforced being land at Westhouse Farm, north of the Spinney, Bestwood Village Nottinghamshire and shown edged red on the Plan being known as "Phase 1".
- 2.30 "SUDS" means the sustainable urban drainage system to be provided within the Development in the form of an attenuation pond for the disposal of surface water from the Development in accordance with the relevant approved Subsequent Application.
- 2.31 "Subsequent Application" means any application for approval of reserved matters or discharge of conditions following the issue of the Permission.
- 2.32 "Substantially Complete" means that the construction of the Dwelling is sufficiently complete that a completion certificate has been issued under Building Regulations.
- 2.33 "Travel Information Welcome Pack" means a letter or packet which contains information about local pedestrian and cycling links together with information on local public transport options.
- 2.34 "Viability Appraisal" means a re-assessment of the viability of the Development carried out by the Owner in accordance with Clause 9 and using a viability model agreed between the Owner and the Council which shall be funded by the Owner.

3 OBLIGATIONS

- 3.1 The Owner covenants with the Council and the County Council to observe and perform the obligations contained in Schedule Three to Schedule Seven inclusive on the part of the Owner.
- 3.2 The Council covenants with the Owner to observe the requirements of Schedule Three to Schedule Five inclusive on the part of the Council.

3.3 The County Council covenants with the Owner to observe the requirements of Schedule Six and Schedule Seven on the part of the County Council.

4. **LIABILITY OF INDIVIDUAL HOUSEHOLDERS**

4.1 Upon the first transfer of a legal estate in each individual completed Dwelling comprised within the Development, the owner of the interest in that completed dwelling derived from the Owner shall by operation of this clause be automatically released from all obligations contained within this Deed.

5. **MONITORING**

5.1 For the purposes of monitoring compliance with this Deed the Owner shall notify the Council's Community Infrastructure Levy Officer in writing at the address aforesaid at page one of this Deed or such other address as notified to the Owner by the Council from time to time of:-

5.1.1 the proposed date of Commencement of Development not less than 14 (fourteen) days prior to the date thereof;

5.1.2 the date that 75% (seventy five percent) of the Dwellings authorised to be constructed on the Site have been Substantially Completed within 14 (fourteen) days thereof;

5.1.3 the date of Occupation of the first Dwelling, the 50th (fiftieth) Dwelling and the last Dwelling constructed on the Site (save for occupation as a show home or similar or as a sales office) within 14 (fourteen) days thereof; and

5.1.3 the date of completion of the SUDS.

5.2 The Owner shall pay the Council the sum of £1,260.00 (one thousand two hundred and sixty pounds) on Commencement of Development as contribution towards the Council's monitoring of the implementation of this Deed.

5.3 The Owner shall notify the County Council's Section 106 Contributions Manager for and on behalf of both the Group Manager for Strategic Place Planning and School Admissions (Children Families and Cultural Services) and its Highway Manager Development Control in writing and marked for the attention of Clive Wood at the following address 'Nottingham County Council, County Hall, West Bridgford, Nottingham NG2 7QP' of the date of the proposed Commencement of Development and the dates on which the first and the 50thDwelling shall be

Occupied (save for Occupation as a show home or similar or as a sales office) not less than seven days in advance of such dates.

6. RESOLUTION OF DISPUTES

- 6.1 In the event of any dispute or difference arising between the parties in relation to any matter under this Deed (other than in connection with clause 9) 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.
- 6.2 In the event of a dispute in connection with clause 9 the dispute shall be resolved by an expert who shall be:
- (a) an independent chartered surveyor agreed by the Parties or appointed by the President of RICS in the absence of agreement;
 - (b) qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to the viability testing of developments including relevant appraisal software and financial appraisal models; and
 - (c) the costs of the appointment of the expert shall be determined by the expert.

7. NOTICES

- 7.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by prepaid first class Recorded Delivery post.
- 7.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid at page one of this Deed or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Deed.

7.3 A notice consent or approval under this Agreement shall be deemed to have been served as follows:-

- (i) if personally delivered at the time of delivery; and
- (ii) 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.

7.4 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 prepaid first class or Recorded Delivery envelope (if appropriate).

8 INTERPRETATION

8.1 The expressions "the Owner" "the Council" and "the County Council" shall include their respective successors in title and assigns and/or any successor body.

8.2 Where appropriate the singular includes the plural and vice versa. Words importing one gender include all other genders.

8.3 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to clause numbers schedules and paragraph numbers of schedules contained within this Deed.

8.4 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.

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

8.6 The clause headings in this Deed are for ease of reference only and shall not affect the construction thereof.

9. RE-ASSESSMENT OF VIABILITY

9.1 The Owner covenants with the Council that in the event that 75% (seventy five percent) of the Dwellings permitted to be constructed on the Site pursuant to the Permission are not Substantially Complete within 48 (forty eight) months of the later of the date of grant of the last Subsequent Application ("Trigger Date") the Owner shall at its own cost and expense submit an updated Viability Appraisal to the Council in a form approved by the Council re-assessing the viability of the

Development with the inclusion of the provision of Affordable Housing in accordance with the Affordable Housing Guidance.

- 9.2 The Viability Appraisal shall be submitted to the Council within 30 (thirty) days of the Trigger Date and shall disclose and justify all capital costs and revenue items for the Development. The Owner shall 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.
- 9.3 The Viability Appraisal shall be facilitated by the Owner acting reasonably and in good faith by fully demonstrating the land value and the Development costs and the Development values and any finance costs are all reflective of current market conditions.
- 9.4 The Owner shall pay to the Council its reasonable costs incurred by the Council in verifying a Viability Appraisal up to a maximum of £5,000 (five thousand pounds).
- 9.5 The Council shall instruct the District Valuer within 30 (thirty) days of receipt of a Viability Appraisal to verify its findings ("Verification Appraisal"). In the event of a dispute between a Viability Appraisal and the Verification Appraisal, if applicable, the parties shall instruct an expert pursuant to clause 6.2 above to determine the re-assessed viability of the Development.
- 9.6 Should a Viability Appraisal or expert conclude that the Development is viable with a provision of Affordable Housing the Owner shall make payment to the Council of an Affordable Housing Contribution calculated in accordance with the Affordable Housing Guidance to reflect the provision of Affordable Housing that could be provided within the Development and FOR THE AVOIDANCE OF DOUBT if a Viability Appraisal or expert conclude that the Development is not viable with a provision of Affordable Housing then no Affordable Housing Contribution is payable.
- 9.7 The Owner and the Council shall use reasonable endeavours to record the agreed conclusions from any Viability Appraisal or the determination by an expert within 30 (thirty) days of such agreement or determination.

- 9.8 The Owner shall pay any respective Affordable Housing Contribution pursuant to clause 9.5 (if applicable) within 90 (ninety) working days of the Owner and the Council agreeing that the Affordable Housing Contribution is due in accordance with clause 9.6 above or determination by an expert in accordance with clause 6.2.
- 9.9 The Council covenants with the Owner to apply any Affordable Housing Contribution received solely towards the provision of off site Affordable Housing within the vicinity of the Development and to refund any unexpended part of the Affordable Housing Contribution after a period of five years from receipt to the Payer together with any duly apportioned interest thereon upon request from the Payer.

IN WITNESS whereof this Deed has been duly executed by all the parties hereto the day and year first above written

SCHEDULE ONE
THE PERMISSION
The draft planning permission

NOTICE OF PLANNING PERMISSION

TP 2/1 (b)

TOWN AND COUNTRY PLANNING ACT 1990

Application No:2014/0238

Geoffrey Prince Associates Ltd
16 Kimble Close
Knightcote
Southam
Warwickshire
CV47 2SJ

Applicant: Langridge Homes Ltd
Location : Land West Of Westhouse Farm Moor Road Bestwood
Proposal : Proposed residential development for 101 market dwelling units, new access, amenity space, open space.

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 Approval of the details of Appearance, Landscaping, Layout and Scale (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority before the commencement of any development.
- 2 Application for the approval of reserved matters must be made not later than three years from the date of the outline permission and the development to which this permission relates must be begun within two years from the date of final approval of reserved matters.
- 3 The vehicular access hereby permitted shall be constructed strictly in accordance with the Proposed Site Access drawing (13152-010), deposited on 28th February 2014.
- 4 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 Borough Council and once the Borough Council 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 and, where remediation is necessary, a remediation scheme, together with a timetable for its implementation and verification reporting, must

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TP 2/1 (b)

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be submitted to and approved in writing by the Borough Council. The
Remediation Scheme shall be implemented as approved.

- 5 In the event that remediation is required to render the development suitable for use, a written remediation scheme and timetable of works shall be submitted to and approved in writing by the Borough Council. The scheme shall then be implemented in accordance with the approved details. Prior to the development being first brought into use, a Verification Report (that satisfactorily demonstrates the effectiveness of the remediation carried out and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action) must be submitted to and approved in writing by the Borough Council.
- 6 No development shall take place until a Construction Environmental Method Statement has been submitted to, and approved in writing by, the local planning authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for: (i) the parking of vehicles of site operatives and visitors; (ii) loading and unloading of plant and materials; (iii) storage of plant and materials used in constructing the development; (iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate; (v) wheel washing facilities; (vi) measures to control the emission of dust and dirt during construction; (vii) a scheme for recycling/disposing of waste resulting from demolition and construction works.
- 7 Before development is commenced there shall be submitted to and approved in writing by the Borough Council details of the new road, including longitudinal and cross sectional gradients, visibility splays, Traffic Regulation Orders, street lighting, drainage and outfall proposals, construction specification, provision of and diversion of utilities services, and any proposed structural works. All details submitted to the Borough Council for approval shall comply with the County Council's Highway Design and Parking Guides which are current at the time the details are submitted. The development shall be implemented in accordance with the approved details, which shall be retained for the lifetime of the development, unless otherwise prior agreed in writing by the Borough Council.
- 8 No development shall commence on any part of the application site unless or until; (1) a suitable access arrangement, as shown for indicative purposes on drawing number 13152-010; (2) the provision of pedestrian links and a suitable crossing point to the nearby bus stops; (3) the provision of upgrades to the public footpath link to the NET tram stop at Butlers Hill, as well as cycle links to the Leen Valley Country Park; and (4) the provision of a new 'Gateway' treatment and extended traffic calming zone for Moor Road; have been provided to the satisfaction of the Local Planning Authority.

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TP 2/1 (b)

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- 9 Before development is commenced there shall be submitted to and approved in writing by the Borough Council details of a surface water drainage scheme for the site based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed and shall be retained for the lifetime of the development. The scheme to be submitted shall demonstrate: (1) The utilisation of holding sustainable drainage techniques which incorporate at least two differing forms of SuDS treatment in accordance with Table 3.3 of CIRIA C697 'The SuDS Manual' prior to discharging from the site; (2) The limitation of surface water run-off to the equivalent Greenfield runoff rate; (3) The ability to accommodate surface water run-off on-site up to the critical 1 in 100 year event plus an appropriate allowance for climate change, based upon the submission of drainage calculations; and (4) Responsibility for the future maintenance of drainage features.
- 10 Before development is commenced, there shall be submitted to and approved in writing by the Borough Council details of an archaeological scheme of treatment. The scheme shall include post-determination evaluation beginning with a scheme of geophysical survey, possibly with a subsequent scheme of trial trenching and/or archaeological monitoring, as deemed necessary. The scheme shall be implemented strictly in accordance with the approved details.
- 11 Before development is commenced there shall be submitted into and approved in writing by the Local Planning Authority, (1) A tree protection plan to graphically show the locations of any tree and root protection barriers; (2) Arboricultural impact assessment identifying what impacts might arise from the proposed works; (3) Arboricultural Method Statement to give guidance on aspects of proposed works which were identified within the arboricultural impact assessment. The AMS provides guidance as to how works might be mitigated or compensated for; (4) Details of any special engineering works and surfacing required near trees. The approved measures of protection shall be implemented strictly in accordance with the approved details for the duration of the construction period.
- 12 Before development is commenced there shall be submitted to and approved in writing by the Borough Council details of a 'bat friendly' lighting scheme to ensure that artificial lighting (including any construction site lighting and compound lighting), avoids illuminating boundary features such as hedgerows and other areas of retained or created habitat (including the balancing pond). The scheme shall be implemented strictly in accordance with the approved details.

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TP 2/1 (b)

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- 13 Before development is commenced, there shall be submitted to and approved in writing by the Borough Council details of a scheme for the incorporation of integrated bird and bat boxes within the fabric of a proportion of the houses; bird boxes should target species such as house sparrow, swallow and swift. The scheme shall be implemented strictly in accordance with the approved details before the development is first brought into use and shall be retained for the lifetime of the development.
- 14 Before development is commenced, including any vegetation clearance or ground works, there shall be submitted to and approved in writing by the Borough Council a reptile method statement to ensure the field margins are cleared sensitively. The method statement shall be implemented strictly in accordance with the approved details before the development is first commenced.
- 15 No vegetation clearance or ground works shall be undertaken until the site has been walked by an ecologist to ensure that badgers have not moved onto the site. If any badgers are found to be present, details of any mitigation measures that may be deemed necessary shall be submitted to and approved in writing by the Borough Council before vegetation clearance or ground works commence. The mitigation measures shall be implemented in accordance with the approved details before development commences.
- 16 During the construction phase, if any trenches are left open overnight, they should be left with a sloping end or ramp to allow badgers or other mammals that may fall into the excavation to escape, and any pipes over 150 mm in diameter should be capped off at night to prevent mammals from entering them.
- 17 The detailed plans and particulars to be submitted as reserved matters in relation to scale shall include details of existing and proposed site levels in relation to adjacent properties. The development shall be implemented in accordance with the approved details, unless otherwise prior agreed in writing by the Borough Council.
- 18 The detailed plans and particulars to be submitted as reserved matters in relation to appearance shall include details of the materials to be used in the external elevations and roofs of the proposed buildings. The development shall be carried out in accordance with the approved details, which shall be retained for the lifetime of the development, unless otherwise prior agreed in writing by the Borough Council.
- 19 The detailed plans and particulars to be submitted as reserved matters in relation to landscaping shall include: (a) details of the size, species, positions and density of all trees and shrubs to be planted, which shall consist of native

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species, ideally of local provenance, where possible; (b) details of the boundary treatments, including those to individual plot boundaries; (c) the proposed means of surfacing access roads, car parking areas, roadways and the frontages of properties such as driveways and footpaths to front doors and (d) a programme of implementation. The development shall be implemented in accordance with the approved details, which shall be retained for the lifetime of the development, unless otherwise prior agreed in writing by the Borough Council.

- 20 If within a period of five years beginning with the date of the planting of any tree or shrub, approved as reserved matters in relation to landscaping, that tree or shrub, or any tree or shrub that is planted in replacement of it, is removed, uprooted or destroyed or dies, or becomes in the opinion of the Borough Council seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.
- 21 Any garage doors shall be set back from the highway boundary a minimum distance of 5 metres for sliding or roller shutter doors, 5.5 metres for up and over doors or 6 metres for doors opening outwards. The garage doors shall be retained to this specification for the lifetime of the development.

Reasons

- 1 To comply with the requirements of Section 92 of the Town and Country Planning Act 1990. The application is expressed to be in outline only in accordance with Article 5 of the Town and Country Planning (Development Management Procedure)(England) Order 2015.
- 2 To comply with the requirements of Section 92 of the Town and Country Planning Act 1990.
- 3 For the avoidance of doubt.
- 4 To ensure that practicable and effective measures are taken to treat, contain or control any contamination and to protect controlled waters.
- 5 To ensure that practicable and effective measures are taken to treat, contain or control any contamination and to protect controlled waters.
- 6 To protect the residential amenity of the area in accordance with the aims of Section 11 of the National Planning Policy Framework and Policy 10 of the Aligned Core Strategy for Gedling Borough (September 2014).

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- 7 To ensure that the roads of the proposed development are designed to an adoptable standard.
- 8 To ensure an adequate form of development in the interests of highway safety.
- 9 To prevent the increased risk of flooding; to improve and protect water quality; to improve habitat and amenity; to ensure the future maintenance of the sustainable drainage structures; and to protect the water environment from pollution, in accordance with the National Planning Policy Framework and Policies 1 and 17 of the Aligned Core Strategy Submission Documents.
- 10 To ensure the appropriate investigation and recording of archaeological features, in accordance with Section 12 of the National Planning Policy Framework and Policy 11 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 11 To minimise any potential impacts on biodiversity and the landscape in accordance with Section 11 of the National Planning Policy Framework and Policy 17 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 12 To minimise any potential impacts on biodiversity in accordance with Section 11 of the National Planning Policy Framework and Policy 17 of the Aligned Core Strategy for Gedling (September 2014).
- 13 To enhance biodiversity in accordance with Section 11 of the National Planning Policy Framework and Policy 17 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 14 To minimise any potential impacts on biodiversity in accordance with Section 11 of the National Planning Policy Framework and Policy 17 of the Aligned Core Strategy for Gedling (September 2014).
- 15 To minimise any potential impacts on biodiversity in accordance with Section 11 of the National Planning Policy Framework and Policy 17 of the Aligned Core Strategy for Gedling (September 2014).
- 16 To minimise any potential impacts on biodiversity in accordance with the National Planning Policy Framework and Policy 17 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 17 To ensure a satisfactory development in accordance with the aims of Policy 10 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 18 To ensure a satisfactory development in accordance with the aims of Policy 10 of the Aligned Core Strategy for Gedling Borough (September 2014).

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- 19 To ensure that the landscaping of the proposed development accords with Policy 10 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 20 To ensure a satisfactory development, in accordance with Policy 10 of the Aligned Core Strategy for Gedling Borough (September 2014).
- 21 In the interests of highway safety.

Reasons for Decision

The development has been considered in accordance with the National Planning Policy Framework, the Aligned Core Strategy for Gedling Borough (September 2014) The Gedling Borough Replacement Local Plan (Certain Policies Saved 2014), and the Local Planning Document Part 2 where appropriate. In the opinion of the Borough Council, the proposed development largely accords with the relevant policies of these frameworks and plans. Where the development conflicts with the Development Plan, it is the opinion of the Borough Council that other material considerations indicate that permission should be granted. The benefits of granting the proposal outweigh any adverse impact of departing from the Development Plan.

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 that 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.

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

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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.

In order to carry out the off-site works required you will be undertaking work in the public highway which is land subject to the provisions of the Highways Act 1980 (as amended) and therefore land over which you have no control. In order to undertake the works you will need to enter into an agreement under Section 278 of the Act. All correspondence with the Highway Authority should be addressed to: TBH - NCC (Highways Development Control) (Floor 8), Nottinghamshire County Council, County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP.

The Environment Agency advises that condition 8 should not be altered without its prior notification to ensure that the above requirements can be incorporated into an acceptable drainage scheme that reduces the risk of flooding.

The Environment Agency does not consider oversized pipes or box culverts as sustainable drainage. Should infiltration not be feasible at the site, alternative above ground sustainable drainage should be used.

The Environment Agency advises that surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management. Sustainable Drainage Systems (SuDS) are an approach to managing surface water run-off which seeks to mimic natural drainage systems and retain water on-site, as opposed to traditional drainage approaches which involve piping water off-site as quickly as possible.

The Environment Agency advises that SuDS involve a range of techniques, including methods appropriate to impermeable sites that hold water in storage areas e.g. ponds, basins, green roofs etc rather than just the use of infiltration techniques. Support for the SuDS approach is set out in NPPF.

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.

The Borough Council has worked positively and proactively with the applicant, in accordance with paragraphs 186 and 187 of the National Planning Policy Framework,

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based on seeking solutions to problems arising in relation to dealing with the planning application. This has been achieved by meeting the applicant to discuss issues raised, providing details of issues raised in consultation responses; requesting clarification, additional information or drawings in response to issues raised; and providing updates on the application's progress.

The County Council Rights of Way require that the availability of the Bestwood St Albans Parish Footpath No.3, which runs alongside the northern boundary of the site, is not affected or obstructed in any way by the proposed development at this location, unless subject to appropriate diversion or closure orders. The County Council should be consulted on any re-surfacing or gating issues and the developers should be aware of potential path users in the area, who should not be impeded or endangered in any way.

No removal of hedgerows, trees or shrubs which have the potential to support nesting birds shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check for active birds' nests immediately before clearance works commence and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority. As you will be aware all birds, their nests and eggs (except pest species) are protected by the Wildlife and Countryside Act 1981 (and as amended).

Dated:



Authorised Officer

Attention is drawn to the attached notes.

SCHEDULE TWO
THE SITE PLAN

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Authorised Signatory

M. S. Flitt
J. D. Mearns
S. BROWN
S. S. S. S. S.
H. E. G. G. G.



PHASE 1



SCHEDULE THREE
PUBLIC OPEN SPACES AND PLAY AREA/INFORMAL SPORTS FACILITIES

1. The Owner covenants with the Council as follows:-

- 1.1 To pay the Off-Site Open Space Capital Contribution to the Council on the second anniversary of Commencement of Development in lieu of the provision of on-site open space such contribution to be used towards the improvement and/or provision of open space within a radius of 2km from the centre of the Development in accordance with the Council's Open Space Guidance; and
- 1.2 To pay the Off Site Open Space Maintenance Contribution to the Council on the third anniversary of the Commencement of Development such contribution to be used towards the maintenance of open space within a radius of 2km from the centre of the Development in accordance with the Council's Open Space Guidance; and
- 1.3 To pay the Play Areas/Informal Sports Facilities Capital Contribution to the Council on the second anniversary of Commencement of Development in lieu of the provision of on-site Play Areas/Informal Sports Facilities such contribution to be used towards the improvement and/or provision of recreational facilities within a radius of 2km from the centre of the Development in accordance with the Council's Open Space Guidance; and
- 1.4 To pay the Play Areas/Informal Sports Facilities Maintenance Contribution to the Council on the third anniversary of the Commencement of Development such contribution to be used towards the maintenance of Play Areas/Informal Sports Facilities within a radius of 2km from the centre of the Development in accordance with the Council's Open Space Guidance.

2. The Council covenants with the Owner as follows:-

- 2.1 To apply the Off-Site Open Space Capital Contribution and the Off-Site Open Space Maintenance Contribution and the Play Areas/Informal Sports Facilities Capital Contribution and the Play Areas/Informal Sports Facilities Maintenance Contribution solely towards the purposes for which the relevant contribution was paid as specified in this Deed.
- 2.2 To refund any unexpended part of the Off-Site Open Space Capital Contribution and/or the Play Areas/Informal Sports Facilities Capital Contribution after a period of five years from receipt of the full amount to the person who paid the relevant contribution ("the Payer") together with duly apportioned interest thereon upon request from the Payer.
- 2.3 To refund any unexpended part of the Off-Site Open Space Maintenance Contribution and/or the Play Areas/Informal Sports Facilities Maintenance Contribution after a period of ten years from receipt of the full amount to the Payer together with duly apportioned interest thereon upon request from the Payer.

SCHEDULE FOUR
MAINTENANCE AND MANAGEMENT OF SUDS, ETC.

The Owner covenants with the Council as follows:

Management of the SUDS and any incidental spaces not within the residential curtilage of Dwellings

1. Not to Commence until the Management Scheme has been submitted to and approved in writing by the Council.
2. Not to use or Occupy or cause or suffer or permit the use or Occupation of any of the Dwellings until the SUDS has been practically completed in accordance with the relevant approved Subsequent Application.
3. To ensure and 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 of the Maintained Land to the Management Company IN DEFAULT OF WHICH the Council shall be entitled upon giving reasonable prior written notice of not less than twenty five (25) working days to the Owner to carry out any maintenance works reasonable required to the Maintained Land and recover the proper and reasonable costs and expenses involved from the Owner.

Management Company Documents and Purposes

4. Not to use or Occupy or cause or suffer or permit the use of or Occupation of any Dwellings until such time as the Owner has at its own expense:
 - 4.1 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 have been submitted to and approved in writing by the Council such approval or further comments to be received by the Owner within 15 (fifteen) 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 30 (thirty) working days;

- 4.2 ensured that the Management Company on inception has at least 2 (two) named persons as directors and a company secretary that are eligible to be appointed and (if required) removed and replaced by the Management Company;
 - 4.3 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;
 - 4.4 procure through the Management Company documentation that the Management Company will hold at least one (1) meeting per year to which it will invite all members of the Management Company to attend; and
 - 4.5 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.
5. Upon completion of the sale of any Dwelling, to ensure that the buyer of that Dwelling becomes a member of the Management Company.
 6. 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 and the land transferred shall thereafter be maintained in accordance with the approved Management Scheme.

Operation of the Management Company

7. To ensure that upon transfer of each and every Dwelling constructed on the Development that all freehold and registerable leasehold owners of the Dwellings are members of the Management Company and are eligible to vote at any annual and special company meetings 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 6 above the Management Company shall ensure the management and maintenance of the Maintained Land in accordance with the Management Scheme.
11. Not to wind up the Management Company nor alter the constitution of the Management Company without the prior written consent of the Council unless the whole of the Development shall have been demolished.

SCHEDULE FIVE
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 A sum that equates to the Primary Healthcare Contribution for 50 (fifty) Dwellings prior to Commencement of Development (“the First Instalment”); and
 - 1.2 A sum that equates to the Primary Healthcare Contribution for the remaining Dwellings to be built pursuant to the Permission and Subsequent Application prior to the Occupation of the 50th (fiftieth) Dwelling (“the Second Instalment”).

2. The Owner covenants with the Council:
 - 2.1 not to Commence unless and until the First Instalment has been paid to the Council; and
 - 2.2 not to Occupy or cause permit or suffer Occupation of more than 50% (fifty percent) of the Dwellings unless and until the Second Instalment has been paid to the Council.

3. The Council covenants with the Owner as follows:-
 - 3.1 to ensure that the sums paid to it by the Owner pursuant to paragraph 1 above are expended towards the provision of increasing capacity at the existing GP surgeries and for the purpose of healthcare facilities in the vicinity of Bestwood Village and Hucknall only;
 - 3.2 if so requested by the person who made payment of the Primary Healthcare Contribution at anytime after the 10th (tenth) anniversary of the full payment of the Primary Healthcare Contribution paid 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 for the purposes of paragraph 3.1 above.

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 SIX

EDUCATION CONTRIBUTION

1. The Owner covenants with the County Council to pay to the County Council the Education Contribution in two (2) instalments as follows:

- 1.1 50% of the Education Contribution prior to Commencement of Development ("the First Instalment"); and
- 1.2 50% of the Education Contribution prior to the Occupation of no more than 50% (fifty percent) of the Dwellings ("the Second Instalment")

PROVIDED THAT in the event of the Commencement of Development pursuant to approval of a Subsequent Application pursuant to the Permission for a lesser number of Dwellings than 101 then the Education Contribution shall be respectively decreased by the agreed sum of £2,501 (BCIS Index Linked) for each less Dwelling.

2. The Owner agrees with the County Council:

- 2.1 not to Commence unless the First Instalment has been paid; and
- 2.2 not to Occupy cause permit or suffer Occupation of more than 50% of the Dwellings unless the Second Instalment has been paid

3. The County Council agrees with the Owner as follows:

- 3.1 to apply the Education Contribution only towards extending the replacement Bestwood Hawthorne Primary School PROVIDED THAT if the whole or any part of the relevant Education Contribution has not been expended or committed within the period of five years from the receipt in full of the 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 years from the person who paid the 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 based on the County Council's average external interest rate applicable (being the base rate

of the Co-operative Bank Plc less 0.5% as calculated by the County Treasurer using 7 day averages) to such person within 3 months of such request.

3.2 Upon receipt of a written request referred to in paragraph 3.1 of this Schedule to provide to the Payer with a breakdown on which the Education Contribution has been expended together with the purposes to which said monies have been applied

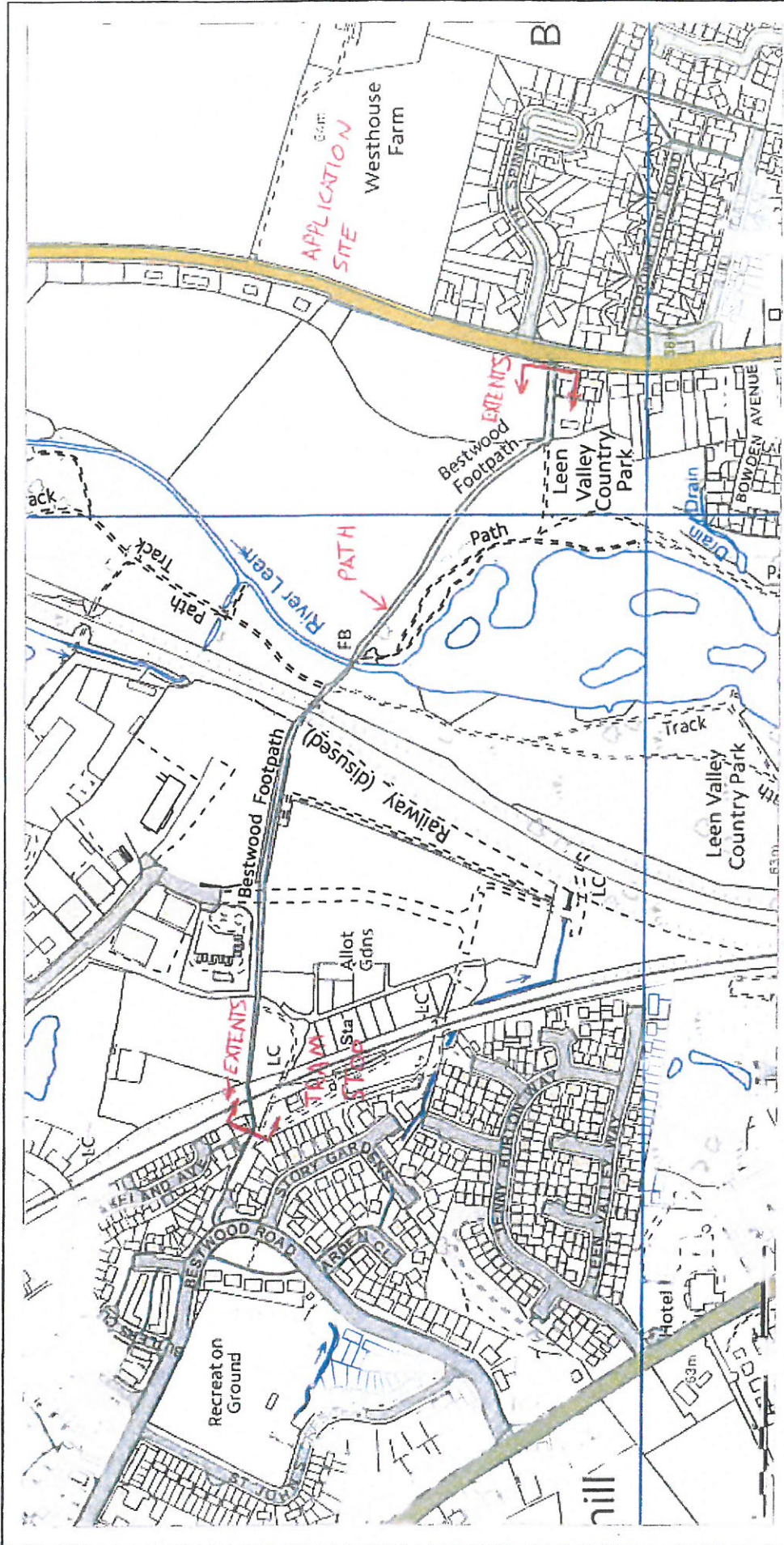
SCHEDULE SEVEN

HIGHWAYS

1. The Owner agrees with the County Council
 - 1.1 to pay to the County Council the Integrated Transport Contribution on the second anniversary of Commencement of Development;
 - 1.2 not to Occupy, permit or suffer Occupation of more than 50% of the Dwellings on the Site unless the Owner has received confirmation in writing within 5 working days from such payment that the Integrated Transport Contribution has been received by the County Council or in the absence of any written confirmation deemed confirmation will apply if no confirmation is received within 20 working days;
 - 1.4 prior to the first Occupation of each Dwelling in the Site to provide the Travel Information Welcome Pack to each new adult resident up to a maximum of two per Dwelling; and
 - 1.5 not to permit the first Occupation of any Dwelling in the Site unless the Travel Information Welcome Pack has been issued to each new adult resident up to a maximum of two per Dwelling.
2. The County Council agrees with the Owner as follows:
 - 2.1 Upon receipt of the Integrated Transport Contribution to credit the same to a ledger account to be known as the Westhouse Farm Integrated Transport Account ("the Integrated Transport Account") to which interest will be credited in arrears based on the County Council's average external interest rate applicable (being the base rate of the Co-operative Bank Plc less 0.5% as calculated by the County Treasurer using 7 day averages) and such interest shall be credited upon closure of such account and upon repayment of any monies from such account
 - 2.2 To apply the principal and interest in such Integrated Transport Account towards the provision of the Integrated Transport Improvements **PROVIDED THAT** if the whole or any part of such funds has not been expended or

committed by the County Council for such purpose at the expiration of the period of five years from receipt in full of the Integrated Transport Contribution the County Council will on receipt of a written request at any time after the expiration of the said period of five years from the person who paid the Integrated Transport Contribution (whether or not that person remains the Owner at such time) pay the balance unexpended or uncommitted at the date of the request together with duly apportioned interest thereon in such Integrated Transport Account to such person within three months of such written request.

SCHEDULE EIGHT
THE FOOTPATH LINK IMPROVEMENTS PLAN



**Nottinghamshire
County Council**

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Helen E. Giff
ESLMS

Footpath Link Improvements

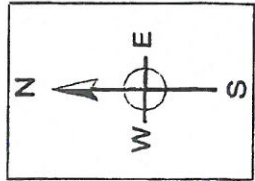
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J.D. Wall

Jubbin



THE COMMON SEAL of)
GEDLING BOROUGH COUNCIL)
was hereunto affixed in the)
presence of:-)



Mayor *[Signature]*
Helen E King
Monitoring Officer

THE COMMON SEAL of
NOTTINGHAMSHIRE COUNTY
COUNCIL was hereunto affixed
in the presence of:-



Jim Beaman
Authorised Signatory

SEAL REGISTER
NO. - 45390

EXECUTED as a Deed by
LANGRIDGE HOMES LIMITED

Director
Director/Secretary

M. S. Flett
J D Walter