

Rushcliffe

Memo

To CHIEF EXECUTIVE AND DIRECTOR OF DEVELOPMENT SERVICES
C.C. LOCAL LAND CHARGES SECTION (Val Landon)

From BOROUGH SOLICITOR

My Ref. IAN/S106/76

Your Ref. NJ/WAS/99/00843/FUL (991941)

Date 24 NOVEMBER 1999

TOWN AND COUNTRY PLANNING ACT 1990 -PROPOSED SECTION 106 AGREEMENT - 26 DWELLINGS, LAND BETWEEN MUSTERS ROAD AND BARNSTONE ROAD, LANGAR - PLANNING APPLICATION REF. NO. 99/00843/FUL

I refer to previous correspondence and write to confirm that the above Planning Obligation/Section 106 Agreement has been completed and dated the 24 November 1999.

I should be grateful if the Chief Executive and Director of Development Services would now issue the planning consent.

Would my Local Land Charges Section please register the Planning Obligation as a Local Land Charge.

A copy of the completed Agreement is attached for your records.

P. J. Cox

P. J. COX,
BOROUGH SOLICITOR

SEARCHED	INDEXED
SERIALIZED	FILED
NOV 24 1999	
FBI - LANGAR	
<i>JLNSJ</i>	

DATED

24th November

1999

RUSHCLIFFE BOROUGH COUNCIL (1)

and

BARRATT HOMES LIMITED (2)

AGREEMENT
under Section 106
Town and Country
Planning Act 1990
as amended
with respect to land between
Musters Road and Barnstone Road
Langar
in the county of Nottinghamshire

P. J. Cox, LL.B.
Borough Solicitor
Rushcliffe Borough Council
Pavilion Road
West Bridgford
Nottingham
NG2 5FE

THIS AGREEMENT is made the 24th day of November 1999 BETWEEN RUSHCLIFFE BOROUGH COUNCIL of the Civic Centre Pavilion Road West Bridgford Nottingham NG2 5FE (hereinafter called "the Council") of the one part and BARRATT HOMES LIMITED (Co. Regn No. 3019173) whose registered office is situate at Wingrove House Ponteland Newcastle Upon Tyne NE5 3EP (hereinafter called "the Applicant") of the second part

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of Section 106 of the Town and Country Planning Act 1990 as amended ("the Act of 1990")
- (2) The Applicant is the registered proprietor with title absolute under Title Number NT 341082 of the piece of land described in the Schedule hereto which for the purposes of identification only is shown edged red on the plan annexed hereto (hereinafter called "the Land") subject to the entries disclosed on the Charges Register of the said Title but otherwise free from incumbrances
- (3) The Applicant has applied to the Council under planning application reference number 99/00843/FUL for planning permission for the erection of 26 dwellings on the Land (hereinafter called "the Development")
- (4) At present there are no adequate sewerage disposal facilities available to serve the Development
- (5) The Council considers that there is no objection to the Development and are prepared to grant permission under Section 70 of the Act of 1990 in respect thereof subject to the covenants on the part of the Applicant hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

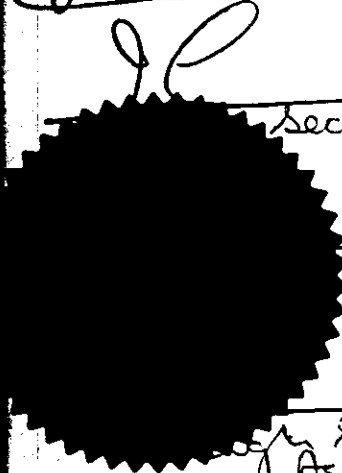
1. This Agreement is made pursuant to Section 106 of the Act of 1990 (as substituted by the Planning and Compensation Act 1991) and the covenants contained herein are planning obligations for the purposes of that Section and are enforceable by the Council
2. The Applicant hereby covenants with the Council that if planning permission for the Development is granted (whether or not subject to conditions):-
- (i) The Development shall be served by watertight cesspools or septic tanks or such other means of drainage as the Council may approve constructed to the reasonable specification of the Council and the dwellings to be formed by the Development shall not be occupied until such time as the cesspools septic tanks or other means of drainage as approved by the Council (as the case may be) shall be properly installed and in working order
 - (ii) The dwellings shall not be connected to any existing public sewerage system
 - (iii) At such future time as an adequate sewerage system is made available to serve the Development the Applicant shall at the direction of the Severn Trent Water Limited and to the reasonable satisfaction of the said Company connect the dwellings to the said system at the Applicant's own expense absolutely
3. The expressions "the Council" and "the Applicant" shall where the context admits include their respective successors in title and assigns
4. The Applicant shall pay the Council's proper legal costs in preparing this Agreement and a duplicate thereof

IN WITNESS whereof the Common Seals of the Council and the Applicant were hereunto affixed in execution as a deed the day and year first before written

[Handwritten initials]

Director

[Handwritten initials]



Secretary

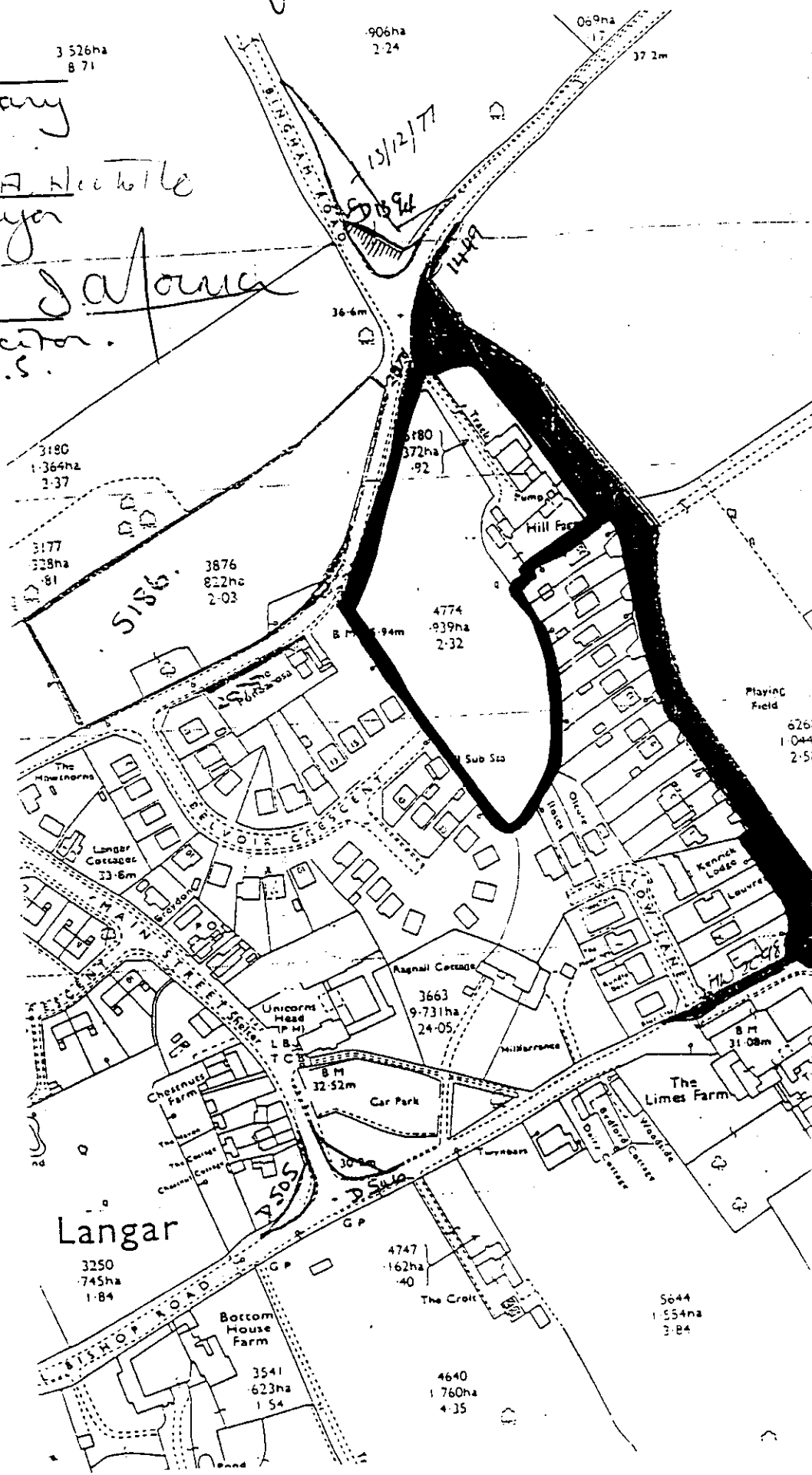
B.A. Huchtle

Mayor

[Handwritten signature]

Asst. Secy.
Asst. S.S.

16484



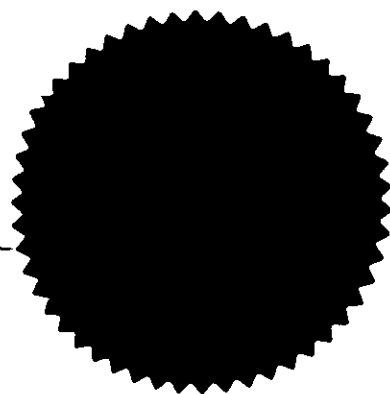
THE SCHEDULE hereinbefore referred to

ALL THAT piece or parcel of freehold land shown edged red on the attached plan and comprised within Title No. NT 341082 filed at Nottingham District Land Registry being land at Hill Farm Barnstone Road and Musters Road Langar in the county of Nottinghamshire

The COMMON SEAL of)
RUSHCLIFFE BOROUGH COUNCIL)
was hereunto affixed in)
execution as a deed)
in the presence of:-)

B. A. H. [Signature]
Mayor

S. [Signature]
Assistant Borough Solicitor



10085

~~The COMMON SEAL of~~)
Executed as a deed by)
BARRATT HOMES LIMITED)
acting by two directors or one)
~~was hereunto affixed in execution as a deed~~)
director and it's secretary)
~~in the presence of:-~~)

[Signature]

Director

[Signature]

Director / Secretary

Rushcliffe

Memo

To CHIEF EXECUTIVE AND DIRECTOR OF DEVELOPMENT SERVICES
Development Control Section
Engineering Section (Drainage)

From BOROUGH SOLICITOR

My Ref. IAN/S106/76

Your Ref. NJ/JH/99/00843/FUL and Chris Glenn

Date 28 OCTOBER 1999

TOWN AND COUNTRY PLANNING ACT 1990 -PROPOSED SECTION 106 AGREEMENT – 26 DWELLINGS, LAND BETWEEN MUSTERS ROAD AND BARNSTONE ROAD, LANGAR – PLANNING APPLICATION REF. NO. 99/00843/FUL

I refer to your memorandum of 8 October 1999 (ref. NJ/JH/99/00843/FUL – copy attached for your ease of reference).

I understand agreement has not yet been reached with the Environment Agency and the Council on a “temporary arrangement of foul drainage”. In the circumstances I propose using the standard form of drainage Section 106 agreement except that in place of the words “watertight cesspools or septic tanks” in clause 2 (i) of the agreement the words “watertight cesspools or septic tanks **or such other means of drainage**” will be used.

A copy first draft agreement is attached.

Please confirm this meets with your requirements.

P. J. Cox

P. J. COX,
BOROUGH SOLICITOR

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SEARCHED	INDEXED
SERIALIZED	FILED
OCT 29 1999	
RUSHCLIFFE	

ABS.

Rushcliffe

To Borough Solicitor *New file*

From Chief Executive and Director of Development Services *S106/76*

My Ref. NJ/JH/99/00843/FUL

Your Ref.

Date 8 October 1999

Memo

Proposed 26 Dwellings – Land Between Musters Road and Barnstone Road, Langar

I am presently considering the above application and it is likely that it will be approved under delegated powers when the consultation period expires on 22 October 1999.

Although improvements to the foul drainage system are to be carried out in the near future, the usual section 106 Agreement to prevent connection to the present system will be required. I understand that the developers are discussing with the Environment Agency some temporary arrangement of foul drainage other than the usual cesspits or septic tanks and perhaps the Agreement could be worded accordingly.

To save time, it would be helpful if you could start on the draft Agreement now and I have, therefore, enclosed five copies of a plan showing the site.

The applicants are Barratt East Midlands, Broadgate House, Humber Road, Beeston, NG9 2EE. The landowners are Crest Homes (Midlands) Ltd, Crest House, 19 Galena Close, Tamworth, Staffs, B77 4AS.

on behalf of the
Chief Executive and Director of Development Services

Enc.

DATED

1999

RUSHCLIFFE BOROUGH COUNCIL (1)

and

BARRATT EAST MIDLANDS LIMITED (2)

DRAFT

A G R E E M E N T

under Section 106

Town and Country

Planning Act 1990

as amended

with respect to land between

Musters Road and Barnstone Road

Langar

in the county of Nottinghamshire

P. J. Cox, LL.B.
Borough Solicitor
Rushcliffe Borough Council
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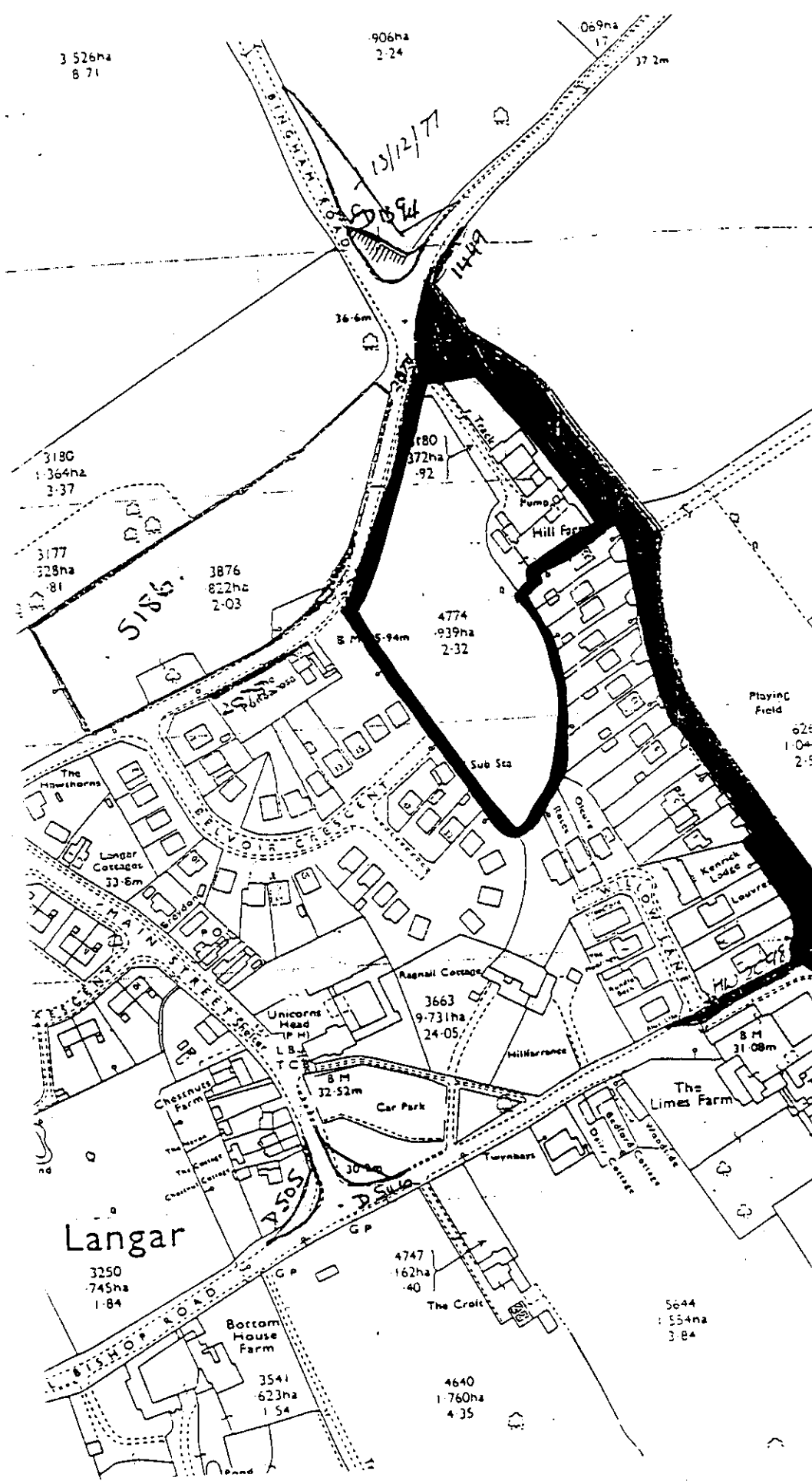
THIS AGREEMENT is made the _____ day of _____ 1999 BETWEEN RUSHCLIFFE BOROUGH COUNCIL of the Civic Centre Pavilion Road West Bridgford Nottingham NG2 5FE (hereinafter called "the Council") of the one part and BARRATT EAST MIDLANDS LIMITED whose registered office is situate at

(hereinafter called "the Applicant") of the second part

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of Section 106 of the Town and Country Planning Act 1990 as amended ("the Act of 1990")
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 - (i) The Development shall be served by watertight cesspools or septic tanks or such other means of drainage as the Council may direct constructed to the reasonable specification of the Council and the dwellings to be formed by the Development shall not be occupied until such time as the cesspools septic tanks or other means of drainage as directed by the Council (as the case may be) shall be properly installed and in working order
 - (ii) The dwellings shall not be connected to any existing public sewerage system
 - (iii) At such future time as an adequate sewerage system is made available to serve the Development the Applicant shall at the direction of the Severn Trent Water Limited and to the reasonable satisfaction of the said Company connect the dwelling tso the said system at the Applicant's own expense absolutely
3. The expressions "the Council" and "the Applicant" shall where the context admits include their respective successors in title and assigns
4. The Applicant shall pay the Council's proper legal costs in preparing this Agreement and a duplicate thereof

IN WITNESS whereof the Common Seals of the Council and the Applicant were hereunto affixed in execution as a deed the day and year first before written

THE SCHEDULE hereinbefore referred to

[ALL THAT piece or parcel of land at ... and comprised within Title No. ... and

shown coloured red on the attached plan]

The COMMON SEAL of)

RUSHCLIFFE BOROUGH COUNCIL)

was hereunto affixed in)

execution as a deed)

in the presence of:-)

Mayor

Borough Solicitor

The COMMON SEAL of)

BARRATT EAST MIDLANDS LIMITED)

was hereunto affixed in execution as a deed)

in the presence of:-)

Director

Secretary