

etw 14.11.95

INTERNAL MEMO

FROM: Borough Solicitor TO: Chief Planning Officer
cc Local Land Charges
FAO Mrs. V. Landon

OUR REF: IAN/S106/033/JW YOUR REF: NJ/SS/T1/92/0464/P

PLANNING OBLIGATION - SECTION 106 AGREEMENT TOWN AND COUNTRY
PLANNING ACT 1990 - LAND AT HILL FARM, BINGHAM ROAD, LANGAR

I refer to previous correspondence and write to confirm that the above Planning Obligation/Section 106 Agreement has been completed and dated the 7th November 1995.

I should be grateful if the Chief Planning Officer 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

8 November 1995

Enc.

DATED 7th November 1995

RUSHCLIFFE BOROUGH COUNCIL

- and -

MICHAEL DAVID HARWOOD
(Personal Representative and Trustee of
Mrs. E. Jackson Deceased)

A G R E E M E N T
under Section 106
Town and Country
Planning Act 1990
(as amended) relating to
land at Hill Farm
Bingham Road Langar
in the County of
Nottinghamshire

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

S.106 (Drainage)

Minute No. (96) DC Sub
1994/95

THIS AGREEMENT is made the *Seventh* day of *November* 1995

BETWEEN RUSHCLIFFE BOROUGH COUNCIL of Civic Centre West Bridgford in the County of Nottingham (hereinafter called "the Council") of the one part and MICHAEL DAVID HARWOOD of The Limes Farm Langar Nottingham [being the Personal Representative and Trustee of Mrs E Jackson (Deceased)](hereinafter called "the Applicant") of the other part

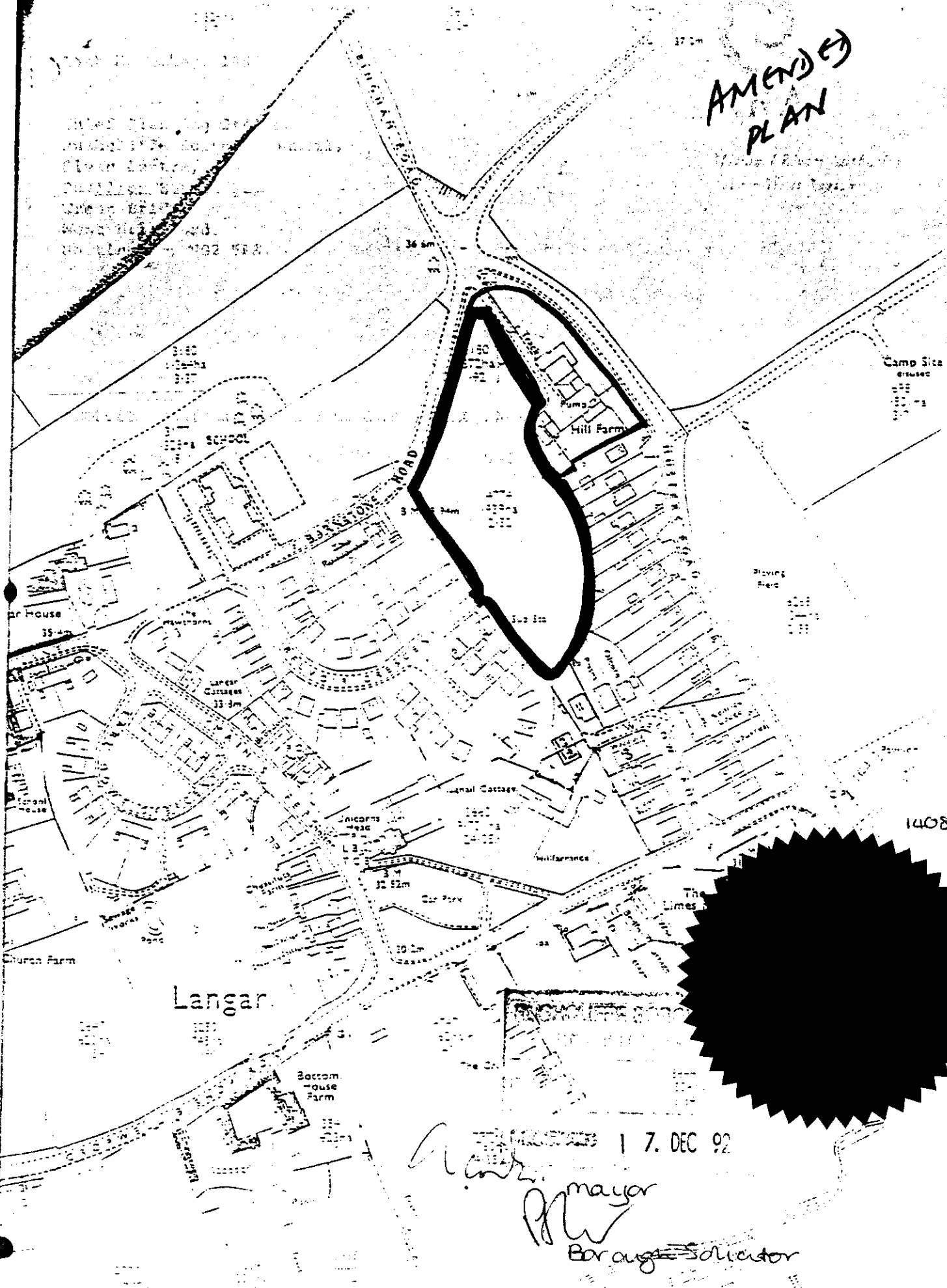
WHEREAS:

- (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 seised in fee simple in possession free from incumbrances 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")
- (3) The Applicant has applied to the Council under planning application number T1/92/0464/TIP for outline planning permission for residential development 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 there is a local need for affordable housing within the village of Langar. The provision of affordable housing within the Development is therefore considered to be a material planning consideration
- (6) The Council is willing to grant outline planning permission under Section 70 of the Act of 1990 for the Development subject to and in consideration of the covenants on the part of the Applicant hereinafter contained

- (7) Words importing the singular also include the plural and vice versa where the context so requires
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 outline 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 system as the Council may approve constructed to the specification of the Council and the dwellings to be formed by the Development shall not be inhabited until such time as the cesspools or septic tanks or other system (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 satisfaction of the said Company connect the dwellings to the said system at the Applicant's own expense absolutely
 3. THE Applicant further covenants with the Council:-
 - (a) That ten percentum of the housing units to be erected on the land shall be in the form of one or two bedroomed dwellings having a maximum gross floor space of 68 square metres (750 square feet)("the affordable dwellings")

Mr D Hatwood
MICHAEL DAVID HARWOOD.

AMENDED
PLAN



14083

Langar

1 7. DEC 92

R. Hatwood
Mayor
M. D. Hatwood
Barangal Solicitor

- (b) Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 there shall be no enlargement of or extension to the affordable dwellings or any of them without the prior written approval of the Council

4. It is further agreed that;

- (a) No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the land or with the part of the land in respect of which the breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- (b) The obligations entered into in this Agreement are conditional upon planning permission being granted by the Council for the Development
- (c) The covenants contained in Clause 3(a) and (b) of this Agreement shall not take effect unless and until the Applicant shall commence development (within the meaning of Section 56 of the Town and Country Planning Act 1990) authorised by the permission or any reserved matters approved pursuant to the permission and if the permission shall lapse without development having been commenced then this agreement shall cease to have effect

5. THE expressions "the Council" and "the Applicant" shall where the context admits include their respective successors in title and assigns

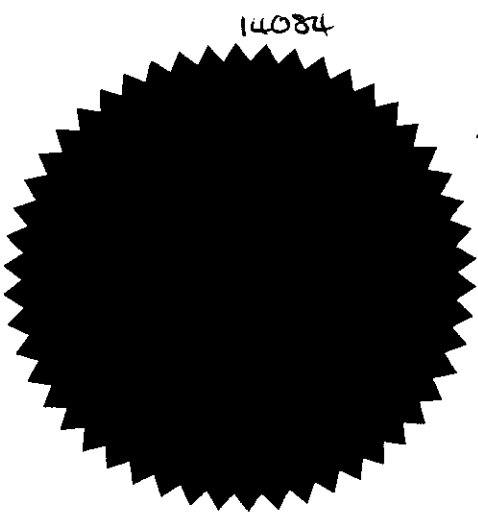
6. THE Applicant shall pay the Council's proper legal costs in preparing this Agreement and a duplicate thereof

IN WITNESS whereof the Common Seal of the Council was hereunto affixed and the hand of the Applicant was hereunto set in execution as a deed the day and year first before written

THE SCHEDULE hereinbefore referred to

ALL THAT land comprising approximately 0.8 ha (2 acres) at the entrance to
Langar Village at Hill Farm Bingham Road Langar in the County of Nottingham
all which land is shown edged red on the plan attached hereto

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



14084

[Handwritten signature]
Mayor

[Handwritten signature]
Borough Solicitor

SIGNED AND DELIVERED)
by the said MICHAEL DAVID)
HARWOOD in execution as a deed)
in the presence of)

[Handwritten signature]
Witness

FLETSTONE
BARNSTONE, NOTTINGHAM
Address

L:SC3536.(K) RETIRED,
Occupation

2014