

DATED

2003

C.A. TORR AND TORR
and

NOTTINGHAMSHIRE COUNTY COUNCIL (2)

**SECTION 106 AGREEMENT
PLANNING OBLIGATION BY
AGREEMENT**

Pursuant to Section 106 of the Town and
Country Planning Act 1990 relating to the
development of land at 152 Burton Road
Gedling Nottinghamshire

Acting County Solicitor
County Hall
West Bridgford
Nottingham
NG2 7QP

CONTENTS

| <u>Clause</u> | <u>Heading</u> | <u>Page</u> |
|---------------|---------------------------|-------------|
| 1 | Interpretation | 2 |
| 2 | Legal Effect | 3 |
| 3 | Obligations | 4 |
| 4 | Reasonableness | 4 |
| 5 | Third Party Rights | 4 |

THIS AGREEMENT is made the _____ day of _____ 2003

BETWEEN:

- (1) **C.A. TORR** and _____ **TORR** ("the Owners") both of 152 Burton Road Gedling Notts
- (2) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall West Bridgford Nottingham NG2 7QP ("the County Council").

WHEREAS:

- (1) The Owners are the freehold owners of the Site pending first registration at H.M. Land Registry and subject to a mortgage deed dated the _____ day of _____ 2002 in favour of _____
- (2) For the purposes of the 1990 Act the County Council is a local planning authority and the highways authority for the area in which the Site is situated
- (3) The Owners submitted an Outline planning Application to the Gedling Borough Council for permission to develop the Site for the purposes and in the manner described in the Application
- (4) At a meeting of the Borough Council's Planning and Highways Committee held on 22nd October 2003 it was resolved that subject to inter alia the completion of this Agreement the Permission should be granted

IT IS AGREED AS FOLLOWS:

1. **Interpretation**

1.1 In this Agreement unless the context otherwise required:

"Application" means the application for planning permission bearing reference number 2003/1018 as amended by the revised plans received by the Borough

Council on 29th August 2003 showing a revised site layout;

"Borough Council"

means Gedling Borough Council;

"Development"

means the development permitted by the Permission being the demolition of the dwelling house at 152 Burton Road Gedling aforesaid and the construction of seven new dwellings with garages;

"Integrated Transport Contribution"

means the sum of £12,366.00 only;

"Material Operation"

means any operation as defined in Section 56(4) of the 1990 Act but not including such operations as demolition site survey investigation or remediation diversion and laying out of services the erection of fences and hoardings and construction of access or service roads;

"Permission"

means the outline planning permission to be granted pursuant to the Application;

"Site"

means the land shown edged red on the Site Plan;

"Site Plan"

means the plan annexed to this Agreement;

"1990 Act"

means the Town and Country Planning Act 1990 as amended

1.2 Where the context so requires:

- (a) the singular includes the plural;
- (b) references to any party will include the successors in title of that party;
- (c) where a party includes more than one person any obligations of that party will be joint and several, and
- (d) references to clauses and schedules are references to clauses in and schedules to this Agreement

2. **Legal Effect**

- 2.1 This planning obligation by agreement is made pursuant to Section 106 of the 1990 Act to the intent that it will bind the Developer and its successors in title to each and every part of the Site and its assigns as provided in those sections
- 2.2 The obligations contained in the Schedule to this Agreement shall be enforceable by the County Council
- 2.3 No person will be liable for any breach of this Agreement unless they hold an interest in the part of the Site in respect of which such breach occurs or held such an interest at the date of the breach
- 2.4 This Agreement will not take effect until the following conditions precedent have been fulfilled:
 - (a) the Permission has been granted;
- 2.5 If the Permission expires within the meaning of Ss 91, 92, 93 of the 1990 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 Agreement will cease to have effect

2.6 Nothing in this Agreement will be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission granted by the local Planning Authority or by the Secretary of State on appeal or by reference to him after the date of this Agreement

2.7 The Developer will pay the County Council's reasonable and proper legal costs for the preparation and completion of this Agreement

2.8 Plc as mortgagee of the Site hereby consent to the completion of this Agreement and acknowledge that from the date hereof the Site shall be bound by the terms and provisions hereof

3. **Obligations**

3.1 The Owners jointly and severally covenant with the County Council to observe and perform the obligations contained in Part I of the Schedule

3.2 The County Council covenants with the Owners to observe and perform the obligations contained in Part II of the Schedule

4. **Reasonableness**

Save as otherwise provided in this Agreement any approval in writing certificate or consent or expression of satisfaction to be given by the County Council under this Agreement will not be unreasonably withheld or delayed

5. **Third Party Rights**

All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the County Council and the Owner shall have any right to enforce this Agreement

Committee Date: 22nd OCTOBER 2003

Application No: 2003/1018

Location: 152 BURTON ROAD, GEDLING



NOTE: This map is provided only for the purposes of site location and should not be read as an up to date representation of the area around the site

Reproduced with the permission of the Controller of H.M.S.O. Crown copyright. Licence No. LA 078026. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.

IN WITNESS of which the parties have sealed this planning obligation by agreement as a Deed on the date first written above

SCHEDULE

Integrated Transport Contribution

Part I

1. To pay the County Council the Integrated Transport Contribution on or before the occupation of the first dwelling built pursuant to the Permission

Part II

1. Upon receipt of the Integrated Transport Contribution to credit the same to a ledger account to be known as the "Torr : Burton Road Gedling Integrated Transport Account". Interest will be credited in arrears to such Integrated Transport Account 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 Transport Account and upon repayment of any monies from such Transport Account
2. To apply the principal and interest in such Integrated Transport Account towards integrated transport measures in the vicinity of Gedling PROVIDED THAT if the whole or any part of such funds has not been expended by the County Council for such purposes at the expiration of the period of five years

from receipt in full of such Integrated Transport Contribution the County Council will forthwith pay the unexpended balance together with duly apportioned interest thereon in such Integrated Transport Account to the persons who paid the Integrated Transport Contribution (whether or not these persons remain the Owners at such time)

3. At the end of the fifth year of the period referred to in paragraph 2 of this Part of this Schedule to provide to the Payer a certificate from the Chief Financial Officer of the County Council's Environment Department showing all payments made during the previous five years from such Integrated Transport Account and the purposes to which they have been applied

SIGNED as a **DEED** by)

C.A. TORR)

in the presence of:-)

SIGNED as a **DEED** by)

_____ TORR)

in the presence of:-)

SIGNED AS A DEED ON BEHALF)

OF THE MORTGAGEE)

Authorised Signatory

THE COMMON SEAL of)

NOTTINGHAMSHIRE COUNTY)

COUNCIL was hereunto affixed)

in the presence of:-)

Authorised Signatory