

Special Item – Update on DER/05/13/00572, Site of Asterdale Leisure Centre, Borrowash Road, Spondon

SUMMARY

- 1.1 A briefing for Members on the progress and determination of the planning application for redevelopment of the former Asterdale Leisure Centre, Borrowash Road, Spondon.

RECOMMENDATION

- 2.1 The application was considered by this Committee on 17 April 2014 and it was resolved to grant permission, subject to a referral to the National Planning Casework Unit as a departure from Green Belt policy and subject to completion of a Section 106 Agreement to secure the long term retention of the sports uses on the site.

In the 12 month period since the Committee resolution, Officers have been negotiating with the applicant and Sport England on the precise wording of the Section 106 Agreement, to ensure that it delivers the obligations to secure the retention and use of the sport facilities as agreed by Committee. The Section 106 Agreement secures the provision of a long lease, of a minimum of 30 years for the existing sports clubs occupying the site and provides a mechanism to ensure that security of tenure is given to those clubs to enable the continued use and enhancement of the sports facilities on the site. Negotiations with Sport England and the applicant have been lengthy in regard to both the Section 106 Agreement and the final wording of the planning conditions. These discussions were concluded in March and as a result Sport England withdrew their objection to the proposed development on the grounds that the future of the sports facilities and sports clubs on the site will be satisfactorily protected during and after the construction of the scheme. The Section 106 Agreement gives specific parameters for the terms of any lease agreement with the sports clubs and these have been agreed with Sport England, to ensure that the clubs will be able to access external funding sources to improve and develop the sports facilities.

The planning conditions have not been changed since the Committee resolution and Members will note that conditions 6, 7, 13, 14 and 15, secure the provision of interim and permanent changing room facilities and a strategy for continuing use of the sports facilities on the site during and after construction of the development. Access and parking provision designated to the sports users for vehicles and pedestrians are also secured prior to commencement of the development. Sport England has been consulted and agreed the wording of these conditions.

Following the conclusion of the negotiations on the Section 106 Agreement and conditions, at the end of March, the application was referred to the NPCU for a decision on whether the Secretary of State, wished to call-in the application. In June, the NPCU confirmed that the City Council can determine the application. Following this decision, the Section 106 Agreement was signed and issued with the decision notice for the application.

REASONS FOR RECOMMENDATION

3.1 This report is for Members information only.

SUPPORTING INFORMATION

4.1 Appendix 2 gives a copy of the Decision Notice and Section 106 Agreement.

OTHER OPTIONS CONSIDERED

5.1 None.

This report has been approved by the following officers:

Legal officer Financial officer Human Resources officer Estates/Property officer Service Director(s) Other(s)	Ian Woodhead 10/07/2015
For more information contact: Background papers: List of appendices:	Ian Woodhead Tel: 01332 642095 e-mail ian.woodhead@derby.gov.uk Planning application files Appendix 1 – Implications Appendix 2 – List of Major Applications

IMPLICATIONS

Financial and Value for Money

1.1

Legal

2.1

Personnel

3.1

IT

4.1

Equalities Impact

5.1

Health and Safety

6.1

Environmental Sustainability

7.1

Property and Asset Management

8.1

Risk Management

9.1

Corporate objectives and priorities for change

10.1



Derby City Council

To: Freeth Cartwright
Cumberland Court
80 Mount Street
Nottingham
NG1 6HH

Planning Application Decision

Town And Country Planning Act 1990

Part 1: Application Details

Application No: DER/05/13/00572/PRI (please quote in correspondence)

Location: Site of Asterdale Leisure Centre, Borrowash Road, Spondon, Derby, DE21 7PH

Proposal: Demolition of leisure centre, erection of offices (Use Class B1), erection of changing rooms and alterations to access and car parking, formation of vehicular access and formation of associated servicing and landscaping

Part 2: Decision

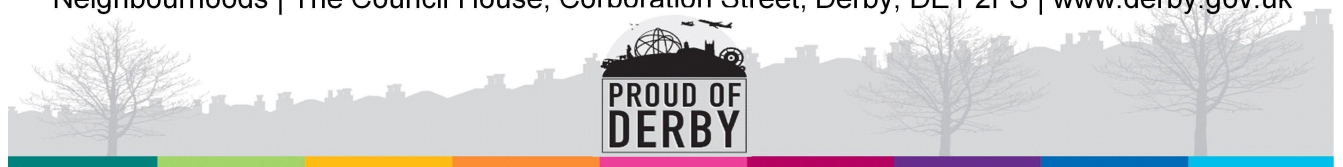
Permission is **granted** subject to the conditions in Part 4.

Part 3: Reason for Decision and Relevant Policies

The proposal has been considered against the following Adopted City of Derby Local Plan Review policies, the National Planning Policy Framework where appropriate and all other material considerations.

In dealing with this application the City Council has worked with the applicant / agent in a positive and proactive manner and has secured appropriate and proportionate improvements to the scheme which relate to the layout of the car parking, pedestrian access and access road for the sports facilities and the proposed location and layout of the replacement changing room facilities.

- E1 Green Belt
- L6 Sports Pitches and Playing Fields
- GD2 Protection of the Environment
- GD3 Flood Protection
- GD4 Design and the Urban Environment
- GD5 Amenity
- EP13 Business and Industrial Development in Other Areas
- E10 Renewable Energy
- E17 Landscaping Schemes
- E23 Design
- E24 Community Safety



T1	Transport Implications of New Development
T4	Access, Parking and Servicing
T10	Access for Disabled People
E9	Trees
L5	Outdoor Recreation

Part 4: Conditions

1. The development hereby permitted shall be begun before the expiry of three years from the date of this permission.
2. The development hereby permitted shall be carried out in accordance with the following approved plans:
4197 (02) 002 Rev A - Existing Site Plan

197 (20) 202 Rev T - Proposed Site Plan

4197 (20) 201 Rev R - Proposed Site Plan

4197 (40) 405 Rev A - Existing & Proposed Plan & Elevations

4197 (40) 411 - Proposed Elevations

4197 302 - First Floor G A Plan

4197 301 Rev A - Ground Floor G A Plan

4197 (40) 406 Rev B - Terrapin building- Proposed Elevations

4197 (30) 310 - Terrapin building - Proposed Floor Plans

4197 (40) 406 Rev F - Changing facility - Proposed Elevations
3. Notwithstanding the details of any external materials that may have been submitted with the application, details of all external materials shall be submitted to and be approved in writing by the Local Planning Authority before development is commenced. Any materials that may be agreed shall be used in the implementation of the development unless otherwise agreed in writing with the Local Planning Authority.
4. No development shall be commenced until a landscaping scheme indicating the types and position of trees and shrubs and treatment of paved and other areas, for the curtilage of the office development and the proposed car parking areas has been submitted to and approved in writing by the Local Planning Authority.
5. The landscaping scheme submitted pursuant to Condition 4 above shall be carried out within 12 months of the completion of the development or the first planting season whichever is the sooner, and any trees or plants which, within a period of five years from the date of such landscaping works, die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation. No vehicles shall be driven or parked on landscaping areas except for those vehicles necessary for the maintenance of those areas

unless otherwise agreed in writing by the Local Planning Authority.

6. The interim changing room facility (terrapin building) for the use of the sports users on the site, shall be positioned in the location identified on the Proposed Site Plan, No.4197 (20) 202 Rev T for the purpose of a replacement changing room facility and made available for use, in accordance with a timetable to be submitted and agreed in writing by the Local Planning Authority. The permanent changing room facility shall be erected in the location hereby approved, in accordance with a timetable to be agreed in writing by the Local Planning Authority and in accordance with the details to be submitted under Condition 7.
7. The permanent changing room facility to be erected as required by Condition 6, shall be implemented in accordance with details of precise floor layouts and elevations and underground service and drainage connections, to be submitted to and agreed in writing by the Local Planning Authority before development commences on the approved changing room facility.
8. During the period of construction works all trees, hedgerows and other vegetation to be retained, including any which are on adjoining land but which overhang the site, shall be protected in accordance with the recommendations in the Arboricultural Assessment (FPCR - March 2013) and BS:5837:2012 ("Trees in relation to design, demolition and construction") and in accordance with the following requirements:
 1. The date of construction of such protection and of its completion shall be notified in writing to and agreed in writing by the Local Planning Authority before any other site works commence.
 2. The agreed protection measures shall be retained in position at all times, with no use of or interference with the land contained within the protection zone, until completion of construction works, unless otherwise agreed in writing by the Local Planning Authority.
9. Within 6 months of the occupation of the office development, a Travel Plan shall be prepared which sets out proposals (including targets, a timetable and enforcement mechanism) to promote travel by sustainable modes which are acceptable to the Local Planning Authority and shall include arrangements for monitoring the progress of the proposals. The Travel Plan shall be implemented in accordance with the timetable set out in that plan unless otherwise agreed in writing by the Local Planning Authority.
10. No development shall commence on the office development, unless or until details of the proposed access arrangements for the two accesses onto Borrowash Road, as shown for indicative purposes only on the attached plan 4197 (20) 202 Rev R have been submitted to and agreed in writing by the Local Planning Authority and implemented in accordance with the agreed details.
11. The office development hereby permitted shall not be brought into use until provision has been made within the application site for parking of cycles and for the provision of refuse/recycling storage, in accordance with details submitted to and approved in writing by the Local Planning Authority. The cycle provision shall be located near to the main entrance to the development, be covered and secure. The area shall not thereafter be used for any purpose other than the parking of cycles.
12. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and

approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the

surface water run-off generated up to and including the 100 year climate change critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include:

- ☐ details of how the scheme shall be maintained and managed after completion
- ☐ sustainable drainage techniques or SuDS incorporated into the design
- ☐ details to show the outflow from the site is limited to the maximum allowable rate
- ☐ that the surface water drainage system must deal with the surface water run-off from the site up to the critical 1% Annual Probability of Flooding (or 1 in a 100- year flood) event, including a allowance for climate change (i.e. for the lifetime of the development). Drainage calculations must be included to demonstrate this (e.g. MicroDrainage or similar sewer modelling package calculations which include the necessary attenuation volume)
- ☐ detailed design details of the proposed balancing pond, including cross-sections and plans.

13. The site footprint for the permanent changing room facility shall be prepared with the provision for service and drainage connections to be provided, in accordance with details to be submitted under Condition 7, in line with an agreed timetable.
14. The pedestrian route to the sports pitches, vehicular access road and all car parking provision for sports users on the site, as shown on drawing no. 4197 (20) 202 Rev T, shall be implemented in accordance with agreed details and an agreed timetable, prior to commencement of development.
15. A method statement/ management plan for maintaining continuity of the current sports uses on the site, during the period of construction, shall be submitted to and agreed in writing by the Local Planning Authority, before development commences. This shall include provision for access to and from the sports facilities, parking arrangements and provision of adequate changing, toilets and storage facilities for the sport users of the site. The development shall then be carried out in accordance with the agreed details.
16. No development shall commence, including demolition works until a Construction Management Plan has been submitted to and agreed in writing by the Local Planning Authority. The approved Plan shall be adhered to throughout the construction period of the development. The Statement shall provide for:
 - a) the parking of vehicles of site operatives and visitors
 - b) loading and unloading of plant and materials
 - c) storage of plant and materials used in constructing the development
 - d) the erection and maintenance of security hoarding including decorative displays
 - e) wheel washing facilities
 - f) measures to control the emission of dust and dirt during construction
 - g) a scheme for recycling/disposing of waste resulting from demolition and construction works and
 - h) method of protection of playing fields and pitches and potential method of remediation of any damage.
17. Before the proposed car parking provision for sports users is brought into use, a management plan for the operation and use of that car parking, including details of any allocation of spaces for different users, shall be submitted to and agreed in

writing by the Local Planning Authority. The plan shall then be implemented for the life of the development.

18. Detailed plans showing the design, location and materials to be used on all boundary walls/fences/screen walls and other means of enclosure around the perimeter of the office development hereby approved shall be submitted to and approved in writing by the Local Planning Authority before office development is commenced and shall be carried out in accordance with such detailed plans.

Part 5: Reasons for Conditions

1. To conform with Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
2. For the avoidance of doubt.
3. To ensure a satisfactory external appearance of the development in the interests of visual amenity and in accordance with saved policies GD4 & E23 of the adopted City of Derby Local Plan Review.
4. To ensure a satisfactory external appearance of the development in the interests of visual amenity and preserve openness of the Green Belt in accordance with saved policies GD4 & E17 of the adopted City of Derby Local Plan Review.
5. To ensure a satisfactory external appearance of the development in the interests of visual amenity and in accordance with saved policies GD4 & E17 of the adopted City of Derby Local Plan Review.
6. To ensure the provision of adequate facilities for sport and recreation users of the site, in accordance with saved policies GD1 and L6 of the adopted City of Derby Local Plan Review.
7. For the avoidance of doubt and in the interests of visual amenity and to provide adequate facilities for sports and recreation users of the site, in accordance with saved policies GD1, GD4 & L6 of the adopted City of Derby Local Plan Review.
8. To protect trees and other vegetation on and adjoining the site during the course of construction works in order to preserve the character and amenity of the area and in accordance with saved policy E9 of the adopted City of Derby Local Plan Review.
9. To encourage and provide for varied means of transport to the site and in accordance with saved Policy T1 and T4 of the adopted City of Derby Local Plan Review, which seek to restrict the availability of commuter car park spaces and encourage the use of public transport.
10. In the interests of traffic safety and in accordance with saved policy T4 of the adopted City of Derby Local Plan Review.
11. To meet the parking needs of the development, to encourage and provide for varied means of transport to the site and in the interests of environmental amenity and in accordance with saved policy T4 of the adopted City of Derby Local Plan Review.
12. To minimise flood risk for users of the site and protect water quality in the interests of amenity and in accordance with the saved policy GD3 of the adopted City of Derby Local Plan Review.
13. To ensure the provision of adequate facilities for sport and recreation users of the site, in accordance with saved policies GD1 and L6 of the adopted City of Derby Local Plan Review.

14. To ensure the provision of adequate facilities for sport and recreation users of the site, in accordance with saved policies GD1 and L6 of the adopted City of Derby Local Plan Review.
 15. For the avoidance of doubt and to provide adequate facilities for sports and recreation users of the site, in accordance with saved policies GD1, GD4 & L6 of the adopted City of Derby Local Plan Review.
 16. To protect the amenities of nearby properties and ensure continuity of the sports uses on the site in accordance with saved policies GD1 & GD5 of the adopted City of Derby Local Plan Review.
 17. For the avoidance of doubt and to provide adequate facilities for sports and recreation users of the site, in accordance with saved policies GD1, GD4, T4 & L6 of the adopted City of Derby Local Plan Review.
 18. To ensure a satisfactory external appearance of the development in the interests of visual amenity and in accordance with saved policy of the adopted City of Derby Local Plan Review.
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Signed: 

Authorised Officer of the Council

Date: 19/06/2015

Informative Note to applicant:

This decision is made in respect of the development being constructed solely on the existing ground levels unless otherwise stated on the approved plans. Any changes to ground levels shall be agreed in writing by the Local Planning Authority before any such alterations are commenced.

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. Please contact:

HighwaysDevelopmentControl@derby.gov.uk

With regards to the Travel Plan Derby City Council have a Travel Plan grant scheme. Applications can be made for funding which could go towards a bus pass scheme or cycle storage provision, as part of the Connected programme. Details can be obtained from the Travel Plan Officer, The Council House, Corporation Street, Derby DE1 2FS. | Telephone 01332 641811.

Notes

Important - Please read carefully the notes below as failure to comply could make the development hereby permitted unauthorised.

- 1) This permission/consent is granted in strict accordance with the approved plans. It should be noted however that:
 - (a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - (b) You or your agent, or any other person responsible for implementing this permission should inform Planning Control immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new application.
- 2) If this consent is granted subject to conditions it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent:
 - (a) If a condition precedent is not complied with, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - (b) In addition, if a condition precedent is breached, the development is unauthorised and the only way to rectify the development is the submission of a new application.
- 4) If a request for written confirmation of compliance with a condition or conditions attached to this planning permission is made, this must be accompanied by the relevant form and fee, with effect from 6 April 2008.
- 5) If any other type of condition is breached then you may be liable to be served with a breach of condition notice.

6) Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within **six months of the date of this notice**, using a form which you can get from the Planning Inspectorate, 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, Tel: 0303 444 5000 or online at www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the Appeals area of the Planning Portal. This may include a copy of the original application form and relevant supporting documents supplied to the local authority by you or your agent, together with the completed appeal form and information you submit to the Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.. You must use a Planning Appeal form or Householder Planning

Appeal form when making your appeal. If requesting forms from the Planning Inspectorate, please state the appeal form you require. The Secretary of State can allow a longer period for giving notice of appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of the service of the enforcement notice, or within six months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.
- Please note, only the applicant possesses the right of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to statutory requirements, to the provisions of the development order and to any directions given under the order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

- If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Highways

- Before any development is commenced on land abutting a highway maintainable at public expense, the developer should contact the City Council's Director of Planning and Property Services in order that those matters relating to lawful and unlawful interference with highways and streets covered by the provisions of the Highways Act 1990 may be agreed. Failure to comply with the provisions may result in a fine or work being executed at the developer's expense. A developer is required to give a minimum of 6 weeks prior notification of works to be carried out in the highway to the Director of Planning and Property Services, Neighbourhoods, Derby City Council, The Council House, Corporation Street, Derby DE1 2FS.
- In relation to a highway not maintainable at public expense, the developer may be required to deposit with the Highway Authority a sum of money to cover road making costs under the provisions of the Act. Further information regarding this can be obtained from the Director of Planning and Property Services, Neighbourhoods, Derby City Council, The Council House, Corporation Street, Derby DE1 2FS. highways.waste@derby.gov.uk

General

- Further correspondence regarding this decision should bear the code number quoted in the top right hand corner of this decision notice.

- Development must be begun not later than three years from the date of this permission.
- This decision relates to the Council's powers under the Town and Country Planning Acts only. It does not cover any other statutory powers exercised by the City Council and in particular any permission hereby granted is not an approval under the Building Regulations.
- The developer should be aware that any works on land adjacent to a neighbouring property may involve separate responsibilities under the Party Wall Act. Whilst the Party Wall Act sits outside the remit of the planning system and is not within the jurisdiction of the Local Planning Authority, it is something of which developers need to be aware.
- To deliver accessibility to all the community, but particularly disabled people, attention is drawn to the following provisions:
 - i. Section 76 of the Town and Country Planning Act 1990
 - ii. the Disability Discrimination Act 1995
 - iii. the Building Regulations, Part M "Access of facilities for disabled people"
 - iv. BS 8300:2001, Design of Buildings and their approaches to meet the needs of disabled people
 - v. Department for Education and Skills (DFES) Building Bulletin 91 "Access for Disabled People to School Buildings"
- Further help and information is available from the Building Consultancy Section, Environment and Regulatory Services, Derby City Council, The Council House, Corporation Street, Derby DE1 2FS buildingcontrol@derby.gov.uk
- The applicant's attention is drawn to the provisions of Section 23 of the Derbyshire Act 1981 concerning Fire Precautions and early consultation with the Derby Building Consultancy Service.
- Attention is also drawn to the responsibilities in respect of any protected species under the Wildlife and Countryside Act 1981 and the Countryside and Rights of Way Act 2000.

Contact: Sara Claxton
 Telephone: 01332 641643

E-mail: developmentcontrol@derby.gov.uk

Website: derby.gov.uk/environment-and-planning/planning/

Building Consultancy Hotline/Answer Machine : 01332 640796

E-mail: buildingcontrol@derby.gov.uk

DATED 17th June 2015

DERBY CITY COUNCIL

- and -

ROSCOM LIMITED

PLANNING AGREEMENT

relating to the land and premises
at Asterdale Leisure Centre
Borrowash Road
Spondon
Derby

Janie Berry
Director Legal and Democratic Services
Derby City Council
Council House
Corporation Street
Derby DE1 2FS

THIS AGREEMENT is made the

17th day of June

Two Thousand and

Fifteen

BETWEEN

(1) **DERBY CITY COUNCIL** ("the Council") of the Council House, Corporation Street,
Derby DE1 2FS

(2) **ROSCOM LIMITED** ("the Developer") of Bateman Street Derby DE23 8JQ (Company
No. 04070645)

WHEREAS:

- 1) The Council is the Local Planning Authority for the purposes of the Planning Act for the area within which the Application Site is situated and is the Local Planning Authority by which the obligations under this Agreement can be enforced.
- 2) The Developer owns the freehold interest in the Application Site.
- 3) The Director of Planning and Property Services has by resolution of the Council's Planning Control Committee, on 17 April 2014, been authorised to grant planning permission for the Application, subject to conditions and following the execution of an Agreement in this form.
- 4) The Developer has agreed to make provision for future use of sports facilities on the Application Site

1. INTERPRETATION

1.1. In this Agreement the following expressions shall have the following meanings unless the context shall otherwise require:

"the Application"

means an application received 25 May 2013,
reference DER/05/13/00572/PRI made by the
Developer to the Council under the Planning Act

for permission for demolition of leisure centre, erection of offices (use class B1), erection of changing rooms and alterations to associated car parking, formation of associated servicing and landscaping on the Application Site.

"the Application Site"

- means Asterdale Leisure Centre Borrowash Road Spondon Derby Derby, shown edged in red on plan 1 attached to this Agreement and which is the subject of the Application.

"the Commencement Date"

- means the date on which the Development commences on the Application Site pursuant to the Application.

"the Director of Planning and Property Services"

- means the Director of Planning and Property Services for the time being of the Council or any other Officer authorised to act in that or a similar capacity.

"the Developer"

shall include all successors in title (whether equitable or legal) to the Application Site.

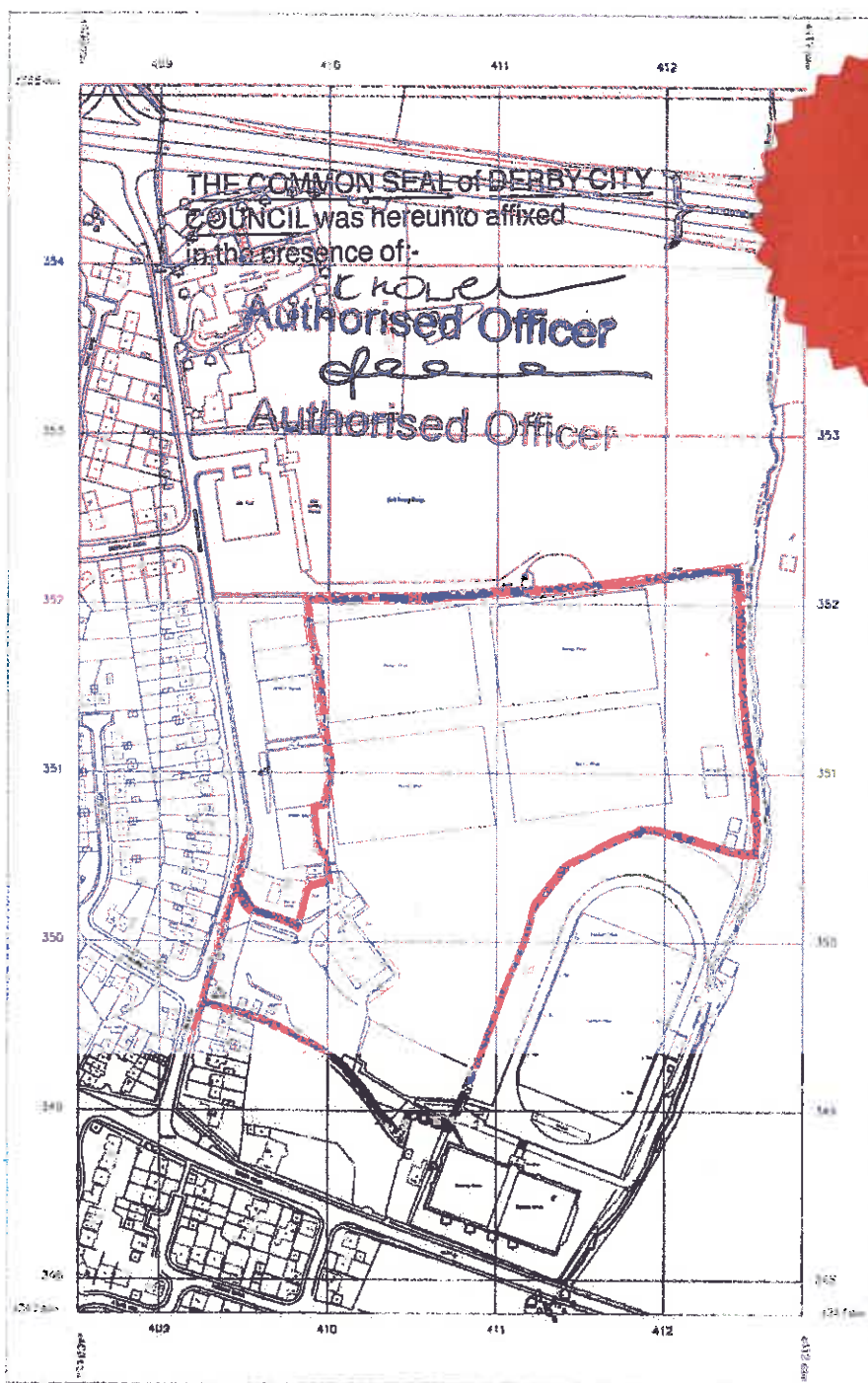
"the Development"

- means the development of the Application Site in accordance with the Permission.

"the Existing Changing Facilities" – means the existing changing facilities situated on the Application Site and shown coloured green on plan 2.

"Leisure Services Department" - means the Council's Leisure Services Department.

4. "WILL YOU PLEASE ADVISE ME IF YOU HAVE BEEN IN ANY OTHER FEDERAL OR STATE COURTS FOR THE PAST 10 YEARS?"
5. "WILL YOU PLEASE ADVISE ME IF YOU HAVE BEEN IN ANY FEDERAL OR STATE COURTS FOR THE PAST 10 YEARS FOR ANY VIOLATION OF ANY FEDERAL OR STATE LAWS?"
6. "WILL YOU PLEASE ADVISE ME IF YOU HAVE BEEN IN ANY FEDERAL OR STATE COURTS FOR THE PAST 10 YEARS FOR ANY VIOLATION OF ANY FEDERAL OR STATE LAWS?"
7. "WILL YOU PLEASE ADVISE ME IF YOU HAVE BEEN IN ANY FEDERAL OR STATE COURTS FOR THE PAST 10 YEARS FOR ANY VIOLATION OF ANY FEDERAL OR STATE LAWS?"
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10. "WILL YOU PLEASE ADVISE ME IF YOU HAVE BEEN IN ANY FEDERAL OR STATE COURTS FOR THE PAST 10 YEARS FOR ANY VIOLATION OF ANY FEDERAL OR STATE LAWS?"



19%

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New York, NY 10018
Tel: 212 677 1000
Fax: 212 677 1001
www.cbpa.com

1. THIS IS AN A1 DRAWING, IF REPRODUCED IN ANY OTHER FORMAT THE SCALE SHOWN WILL BE INCORRECT.
 2. DO NOT SCALE OFF THIS DRAWING.
 3. ANY AMBIGUITIES, OMISSIONS AND ERRORS, ON DISCREPANCIES WITH OTHER DOCUMENTS, ON THE DRAWING SHOULD BE NOTIFIED IMMEDIATELY TO THE ARCHITECT BEFORE THE COMMENCEMENT OF WORKS ON SITE.
 4. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.
 5. ALL DIMENSIONS, UNLESS OTHERWISE STATED, ARE TO THE FACE OF UNPAVED MASONRY WALLS OR TO THE FINISHED PLASTER FACE OF STUD PARTITIONS.
 6. ALL DIMENSIONS ARE TO BE CHECKED ON SITE. ANY DISCREPANCIES ARE TO BE NOTIFIED IMMEDIATELY TO THE ARCHITECT BEFORE THE COMMENCEMENT OF WORKS ON SITE.
 7. ALL LEVELS ARE IN METRES UNLESS OTHERWISE STATED.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT AND APPARENT DISCREPANCIES BROUGHT TO THE ATTENTION OF THE ARCHITECT.



THE COMMON SEAL of DERBY CITY COUNCIL was hereunto affixed

in the presence of:-

K. H. O. L. E
Authorised Officer

W. J. A. S. H. E. R.
Authorised Officer

T	02.04.2014	Perimeter and parking reduced	BS
C	24.03.2014	Perimeter and parking reduced	BS
O	24.03.2014	Perimeter and parking reduced	BS
P	17.04.2014	Site plan reduced	BS
D	06.12.2013	Site plan reduced	BS
J	07.11.2013	Site boundary reduced	BS
H	17.10.2013	Site plan reduced	BS
N	05.10.2013	Site plan reduced	BS
L	07.09.2013	Site plan reduced	BS
E	02.08.2013	Site plan reduced	BS
I	19.05.2013	Site boundary reduced	BS
M	12.02.2013	Site boundary reduced	BS
U	11.02.2013	Site boundary reduced	BS
W	10.12.2012	Site plan reduced	BS
F	31.10.2012	Site plan reduced	BS
B	09.10.2012	2.5m width parking reduced	BS
V	30.09.2012	Site plan reduced	BS
G	05.09.2012	Site plan reduced	BS
K	16.08.2012	Site plan reduced	BS
X	05.08.2012	Site plan reduced	BS



41 The Cornhill, Nottingham NG1 5DQ
T: 0115 2421444 F: 0115 2421444

Project:
Roscom Astoria
Head Office Development

Drawing title

Proposed Site Plan

scale 1:1000 date 09.2012
by BS status Planning
drawing number revision
4197 (20) 202 T

Approved for submission to Planning Department

Dr Taylor
Abdel

- "MSA"**

 - means a multi sports association comprising the Sports Clubs or otherwise or other such single entity as may be approved in writing by Leisure Services Department

- "Occupation" and "Occupied"**

 - means occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

- "Original Agreement"**

 - means the Section 106 Agreement dated 20 October 2010 relating to planning permissions DER/10/09/01267 and DER/10/09/01268 which benefit the Application Site

- "the Permission"**

 - means the planning permission issued pursuant to the Application the draft form of which is attached hereto at Schedule 4.

- "Permanent Changing Facilities"**

 - means the permanent changing facilities to be constructed on the Application Site as part of the Development

- "the Planning Act"**

 - means the Town and Country Planning Act 1990 and includes any statute amending, consolidating or replacing it for the time being in force.

- "the Retail Price Index"**

 - means the "All Items" retail price index as issued by the Office for National Statistics.

- "Sports Pitches"**

 - means the existing sports pitches on the Application Site shown edged blue on Plan 2

together with all existing ancillary buildings, car parking and access.

- "Sports Clubs" means the sports clubs listed in Schedule 1.
- "the Sports Pitches Lease" - a lease entitling the MSA to use the Sports Pitches and the Existing Changing Facilities (subject to any existing rights and easements) on terms and conditions including, inter alia, those set out in Schedule 2.

- 1.2. Where in this Agreement there is any reference to the commencement of development (or any cognate term or expression) such term or expression shall mean the commencement of development by the carrying out of a material operation within Section 56(4)(a)-(d) of the Planning Act.
- 1.3. All references to Clauses, Schedules or Parts shall mean Clauses, Schedules or Parts of or to this Agreement.
- 1.4. The headings to the Clauses, Schedules or Parts are for ease of reference only and do not form part of the Agreement and will not be referred to or used in connection with the interpretation of the Agreement.
- 1.5. Where the context so permits the singular shall include the plural and vice versa.
- 1.6. Words denoting individuals shall be treated as including corporations and vice versa.
- 1.7. Words denoting an obligation on a party to do any act include an obligation to procure that it is done.
- 1.8. Words placing a party under a restriction include an obligation not to permit infringement of that restriction.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

2. OBLIGATIONS ON DEVELOPER AND FUTURE DEVELOPER

- 2.1. This Agreement is made under Section 106 and Section 106A of the Planning Act and (to the extent (if at all) that the said Section is inappropriate

to any provision) any other enabling powers and will (subject to Clause 3.2) bind all future Developers of the Application Site or any part of it and persons deriving title from them.

- 2.2. The obligations entered into by the Developer are planning obligations for the purpose of Section 106 of the Planning Act.

3. OBLIGATIONS: COMING INTO EFFECT AND LAPSING

- 3.1. If the Permission expires before the commencement of the Development or is revoked or otherwise ceases to subsist, this Agreement will cease to have effect and as from such time there shall be no further obligation on either party in relation to any matter that has occurred or that may arise under this Agreement and upon receipt of a written request by the Developer to cancel the registration of this Agreement as a Local Land Charge the Council shall cancel any entry relating to this Agreement in the Local Land Charges Register.
- 3.2. No person shall be liable for any breach of the covenants, obligations, undertakings or restrictions contained in this Deed occurring after it has parted with its interest in the Application Site, or the part in respect of which such breach occurs.
- 3.3. Nothing in this Agreement shall prohibit, restrict or limit the right of the Developer or any other person to develop the Application Site in accordance with any planning permission (other than the First Permission or the Second Permission) or impose any obligation on the Developer or any other person as a consequence of the development of the Application Site in accordance with such a planning permission. Such a planning permission will not be taken to give any consent or approval that may be required under the terms of this Agreement.
- 3.4. When the Developer considers that it has discharged its obligations under this Agreement it may request the Council to cancel the entry relating to the Agreement in the Local Land Charges Register and on the Council agreeing that the obligations have been discharged it shall so cancel the entry.
- 3.5. This Agreement shall not take effect until the Permission has been granted and the Commencement Date.

- 3.6. For the avoidance of doubt the Council hereby confirms that it will only enforce either the provisions of this Agreement or the provisions of the First Agreement but not both

4. TRANSFER OF DEVELOPMENT

- 4.1. The Developer agrees with the Council to give the Council immediate written notice of any change in the Developer of any part of the Application Site occurring before all the obligations under this Agreement have been discharged, such notice to give details of the purchaser's full name and registered office (if a company or usual address if not), together with the area of land purchased by reference to a plan.

5. NOTICE OF DEVELOPMENT COMMENCING

- 5.1. The Developer agrees with the Council not to commence Development on the Application Site until after the expiry of 7 days from the service upon the Director of Planning and Property Services of a written notice, specifying the date on which it intends to commence the Development.

6. LEISURE

Subject to the proviso below, the Developer covenants with the Council as follows.

- 6.1. To use reasonable endeavours to retain the use of the Sports Pitches for Sports Clubs during the period of construction of the Development authorised by the Permission but subject to the right of the Developer to prevent use when reasonably necessitated by the construction of the Development or for reasons of safety
- 6.2. As soon as practicable after practical completion of the office element of the Development authorised by the Permission, to offer to grant to the MSA the Sports Pitches Lease for a term of not less than thirty years but not so as to require the Developer to offer the Sports Pitches Lease on terms (including rent or premium) less favourable to the Developer as landlord than the terms of leases of sports pitches of a similar size and standard with similar

changing provision in the City of Derby taking into account the maintenance costs of the Sports Pitches.

- 6.3. The Sports Pitches Lease will be prepared by the Developer's solicitors. In the event of any difference or dispute as to the final terms of the Sports Pitches Lease, then either the Developer or the proposed lessee may refer the terms of the draft lease to leading conveyancing counsel agreed with the other or (in the absence of agreement) as appointed by the President for the time being of the Law Society of England & Wales on the application of either of the parties to the dispute with the cost of the reference to be borne as the appointed counsel determines and failing determination then equally between the parties to the dispute.
- 6.4. In the event that during the period of thirty years from the date of First Occupation of the Development authorised by the Permission,
- 6.4.1. no MSA has made use of all or any of the Sports Pitches for a period of 6 months; or
- 6.4.2. the Sports Pitches Lease has been surrendered or determined and no further lease granted during a period of 6 months from the date of surrender or determination,

then the Developer will so notify the Council and will use reasonable endeavours to agree with the Council within 6 months of such notification, a marketing strategy to promote the use of the Sports Pitches by amateur sports clubs for the balance of the thirty years on reasonable terms as required in clause 6.2 above (and agreed in writing by the Council) and will undertake the agreed marketing strategy.

- 6.5. Further to clause 6.5, in the event that no MSA has made use of all or any of the Sports Pitches for a total period of 24 months (which for the avoidance of doubt includes the initial period of 6 months referred to in clause 6.4.1 above) despite the Developer carrying out the agreed marketing strategy then the Developer shall be released from the obligations in this clause 6 entirely in respect of the Permission.

PROVIDED THAT in the event of the grant of the Sports Pitches Lease, from the date of commencement of that lease, the Developer will not be bound by the provisions of sub-clause 6.1

7. PLANNING PERMISSION

The Council covenants with the Developer on completion of this Agreement to immediately issue the Permission pursuant to the Application.

8. NOTICES

Any notice required to be given to the Council under this Agreement shall be in writing and unless otherwise stated in this Agreement be served by posting the notice in a pre-paid envelope sent recorded delivery addressed to the Director of Planning and Property Services Derby City Council, The Council House Corporation Street Derby DE1 2FS quoting the reference DER/05/13/00572/PRI and headed "Planning Agreement : "Land Asterdale Leisure Centre Borrowash Road Spondon Derby".

9. LATE PAYMENT

If any payment due under this Agreement is paid late, interest will be payable at 4% over the base lending rate of the Lloyds Bank such interest to run from day to day from the date payment is due to the date of payment.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated to the contrary no provision of this Agreement is intended to or creates any right or benefit enforceable against the parties to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

11. LEGAL AND ADMINISTRATIVE COSTS

11.1. Immediately upon completion of this Agreement, the Owner will pay the Council £750 as a contribution towards its legal costs in connection with preparing and completing this Agreement and

11.2. Prior to the Commencement of Development the Owner will pay the Council £1790 towards administrative costs for the supervision of the obligations imposed under this Agreement.

12. ARBITRATION

- 12.1. Except as provided for in clause 6.3. any dispute or difference arising between the parties or failure of the Council and the Developer to agree upon any matter may be referred to an independent chartered surveyor experienced in commercial development matters appointed by agreement between the parties or in the absence of agreement on the application of either party to the President for the time being of the Royal Institution of Chartered Surveyors (or any person authorised to make appointments on his behalf).
- 12.2. The decision of any person appointed pursuant to clause 12.1 shall be final and binding on the parties to the dispute (save in the case of manifest error) and if the parties to the dispute shall agree (in writing such reference shall be deemed to be a reference to an arbitrator governed in accordance with the Arbitration Act 1996 and not an expert) but otherwise it shall be deemed to be a reference to an expert who shall act in accordance with the provisions of clause 14.3
- 12.3. If any person appointed pursuant to clause 12.1 shall act as an expert then each of the parties shall be entitled to submit representation and cross representations to him with such supporting evidence as they shall consider necessary and shall have regard thereto in making his decision which he shall deliver in writing as expeditiously as possible and the reference shall include authority to determine in what manner all the costs or the referral shall be paid.

13. SEALING

This Agreement will be a Deed and the sealing or signing of this Agreement, by or on behalf of the parties, shall constitute authority for Solicitors acting for that party in connection with this Agreement to deliver it as a Deed on behalf of that party.

14. LAND CHARGE

This Agreement is a Local Land Charge and will be registered as such.

SCHEDULE 1

Sports Clubs

Graham Street Prims Football Club

Leesbrook Rugby Club

The Anchor Bowmen (Archery Club)

SCHEDULE 2

Terms and Conditions for the Lease of the Sports Pitches

1. Lease for a period of thirty years renewable on the same terms by agreement. A market rent will be payable based on a benchmark of similar Council facilities and adjusted to take into account the maintenance costs of the Sports Pitches.
2. The Lease to be subject to an upward only rent review every 5 years.
3. The Tenant not to use the Property for any purpose other than that of a sports club in connection with their proper sporting activities.
4. The Tenant will contribute to the future maintenance of the access roads, car park and other areas used in common on proportionate basis.
5. The Tenant to pay all rates, taxes, and outgoings of whatsoever nature arising as a result of its occupation of the Property including water rates and all utilities.
6. The Tenant not to assign or underlet or part with possession of the whole or part of the Property except to allow use by licence of one or more pitches or ancillary buildings and facilities by amateur sports clubs for a sporting activities.
7. The Tenant to keep the ancillary buildings insured against all risks in a sum not less than the full reinstatement value from time to time, to include professional fees and 2 years loss of rent. The Tenant will provide documentary evidence of such insurance to the Landlord yearly.
8. The Tenant to keep the Property well and substantially maintained and repaired, including the external boundary fencing.
9. The Tenant not to do or omit to do anything to make the insurance void or any increased premium payable.
10. The Tenant not to carry out any structural alterations, improvements or additions without the prior written consent of the Landlord save that this restriction will not apply in relation to the construction of the Permanent Changing Facilities or any other works that are authorised by planning permission reference DER/05/13/00572/PRI.
11. The Tenant to keep the premises in a clean and tidy condition and not to keep or accumulate rubbish on the Property. All rubbish resulting from the activities of the Tenant will be disposed to a licensed tip or transfer station.
12. The Tenant not to use the Property in such a way as to become a danger or nuisance or annoyance or cause damage to the Landlord, its Tenants or occupiers of adjoining or neighbouring Land and, without prejudice to the generality of this paragraph, not to cause or permit a nuisance or disturbance to the occupiers of the office premises adjoining between the hours of 8.00am to 6.00pm Monday to Friday (other than Bank Holidays).

13. The Tenant not to permit any grit, noxious or offensive effluvia to be emitted from the Property, not to permit any oil, grease, deleterious, objectionable, dangerous, poisonous or explosive matters to be discharged into the drains or sewers.
14. The Tenant is not to permit any auction sale to be held on the Property nor (without the express written consent of the Landlord) any car-boot sale or similar event.
15. Any liquor licence will be exclusive to the Tenant and will not be transferable to another party.
16. The Tenant to allow the Landlord, its employees, or agents access to the Property at all reasonable times for the purpose of inspection.
17. The Landlord to have the right to re-enter upon the premises in the event of a breach of covenant and for the purposes of review under clause 3 above.
18. The Tenant to comply forthwith at the Tenant's own expense with any nuisance, sanitary or the statutory notice lawfully served by any local or public authority upon either the Landlord or the Tenant in respect of the demised Property and to keep the Landlord fully and effectually indemnified against all costs, proceedings, claims or demand in respect thereof.
19. The Tenant to yield up the Property at the expiration or sooner determination of the Lease well and substantially repaired and maintained in accordance with the covenants herein contained.
20. Any dispute with respect to the construction or effect of the Lease or rights or liability of the parties to be submitted to a single expert appointed but agreement between the parties or failing agreement by the President for the time being of the Royal Institute of Chartered Surveyors.
21. The Tenant to pay the Landlord's reasonable legal costs (to be confirmed) and surveyor's fees (to be confirmed).
22. The Tenant to surrender the Lease in part (by way of a deed of surrender) in respect of the Existing Changing Facilities once the Permanent Changing Facilities have been provided and are available for use.
23. Such other usual terms and conditions as may be considered necessary in the circumstances.

SCHEDULE 3
The Permission



Derby City Council

To: Freeth Cartwright
Cumberland Court
80 Mount Street
Nottingham
NG1 6HH

Planning Application Decision - DRAFT (2)

Town And Country Planning Act 1990

Part 1: Application Details

Application No: DER/05/13/00572/PRI (please quote in correspondence)

Location: Site of Asterdale Leisure Centre, Borrowash Road, Spondon, Derby, DE21 7PH

Proposal: Demolition of leisure centre, erection of offices (Use Class B1), erection of changing rooms and alterations to access and car parking, formation of vehicular access and formation of associated servicing and landscaping

Part 2: Decision

Permission is **granted** subject to the conditions in Part 4.

Part 3: Reason for Decision and Relevant Policies

The proposal has been considered against the following Adopted City of Derby Local Plan Review policies, the National Planning Policy Framework where appropriate and all other material considerations.

In dealing with this application the City Council has worked with the applicant / agent in a positive and proactive manner and has secured appropriate and proportionate improvements to the scheme which relate to.....(the layout of the scheme / access arrangements / reductions in scale / improved juxtaposition to trees on-site etc).

- E1 Green Belt
 - L6 Sports Pitches and Playing Fields
 - L6 Sports Pitches and Playing Fields
 - L5 Outdoor Recreation
-

Part 4: Conditions

1. The development hereby permitted shall be begun before the expiry of three years from the date of this permission.
 2. The development hereby permitted shall be carried out in accordance with the following approved plans:
4197 (02) 002 Rev A - Existing Site Plan
-

Neighbourhoods | The Council House, Corporation Street, Derby, DE1 2FS | www.derby.gov.uk



197 (20) 202 Rev T - Proposed Site Plan

4197 (20) 201 Rev R - Proposed Site Plan

4197 (40) 405 Rev A - Existing & Proposed Plan & Elevations

4197 (40) 411 - Proposed Elevations

4197 302 - First Floor G A Plan

4197 301 Rev A - Ground Floor G A Plan

4197 (40) 406 Rev B - Terrapin building- Proposed Elevations

4197 (30) 310 - Terrapin building - Proposed Floor Plans

4197 (40) 406 Rev F - Changing facility - Proposed Elevations

3. Notwithstanding the details of any external materials that may have been submitted with the application, details of all external materials shall be submitted to and be approved in writing by the Local Planning Authority before development is commenced. Any materials that may be agreed shall be used in the implementation of the development unless otherwise agreed in writing with the Local Planning Authority.
4. No development shall be commenced until a landscaping scheme indicating the types and position of trees and shrubs and treatment of paved and other areas, for the curtilage of the office development and the proposed car parking areas has been submitted to and approved in writing by the Local Planning Authority.
5. The landscaping scheme submitted pursuant to Condition 4 above shall be carried out within 12 months of the completion of the development or the first planting season whichever is the sooner, and any trees or plants which, within a period of five years from the date of such landscaping works, die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation. No vehicles shall be driven or parked on landscaping areas except for those vehicles necessary for the maintenance of those areas unless otherwise agreed in writing by the Local Planning Authority.
6. The interim changing room facility (terrapin building) for the use of the sports users on the site, shall be positioned in the location identified on the Proposed Site Plan, No.4197 (20) 202 Rev T for the purpose of a replacement changing room facility, in accordance with a timetable to be submitted and agreed in writing by the Local Planning Authority. The permanent changing room facility shall be erected in the location hereby approved, in accordance with a timetable to be agreed in writing by the Local Planning Authority and in accordance with the details to be submitted under Condition 7.
7. The permanent changing room facility to be erected as required by Condition 6, shall be implemented in accordance with details of precise floor layouts and elevations and underground service and drainage connections, to be submitted to and agreed in writing by the Local Planning Authority before development

commences on the approved changing room facility.

8. During the period of construction works all trees, hedgerows and other vegetation to be retained, including any which are on adjoining land but which overhang the site, shall be protected in accordance with the recommendations in the Arboricultural Assessment (FPCR - March 2013) and BS:5837:2012 ("Trees in relation to design, demolition and construction") and in accordance with the following requirements:
 1. The date of construction of such protection and of its completion shall be notified in writing to and agreed in writing by the Local Planning Authority before any other site works commence.
 2. The agreed protection measures shall be retained in position at all times, with no use of or interference with the land contained within the protection zone, until completion of construction works, unless otherwise agreed in writing by the Local Planning Authority.
9. Within 6 months of the occupation of the office development, a Travel Plan shall be prepared which sets out proposals (including targets, a timetable and enforcement mechanism) to promote travel by sustainable modes which are acceptable to the Local Planning Authority and shall include arrangements for monitoring the progress of the proposals. The Travel Plan shall be implemented in accordance with the timetable set out in that plan unless otherwise agreed in writing by the Local Planning Authority.
10. No development shall commence on the office development, unless or until details of the proposed access arrangements for the two accesses onto Borrowash Road, as shown for indicative purposes only on the attached plan 4197 (20) 202 Rev R have been submitted to and agreed in writing by the Local Planning Authority and implemented in accordance with the agreed details.
11. The office development hereby permitted shall not be brought into use until provision has been made within the application site for parking of cycles and for the provision of refuse/recycling storage, in accordance with details submitted to and approved in writing by the Local Planning Authority. The cycle provision shall be located near to the main entrance to the development, be covered and secure. The area shall not thereafter be used for any purpose other than the parking of cycles.
12. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 100 year climate change critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include:
 - ☐ details of how the scheme shall be maintained and managed after completion
 - ☐ sustainable drainage techniques or SuDS incorporated into the design
 - ☐ details to show the outflow from the site is limited to the maximum allowable rate
 - ☐ that the surface water drainage system must deal with the surface water run-off from the site up to the critical 1% Annual Probability of Flooding (or 1 in a 100- year flood) event, including a allowance for climate change (i.e. for the lifetime of the

development). Drainage calculations must be included to demonstrate this (e.g. MicroDrainage or similar sewer modelling package calculations which include the necessary attenuation volume)

☐ detailed design details of the proposed balancing pond, including cross-sections and plans.

13. The site footprint for the permanent changing room facility shall be prepared with the provision for service and drainage connections to be provided, in accordance with details to be submitted under Condition 7, in line with an agreed timetable.
14. The pedestrian route to the sports pitches, vehicular access road and all car parking provision for sports users on the site, as shown on drawing no. 4197 (20) 202 Rev T, shall be implemented in accordance with agreed details and an agreed timetable, prior to commencement of development.
15. A method statement/ management plan for maintaining continuity of the current sports uses on the site, during the period of construction, shall be submitted to and agreed in writing by the Local Planning Authority, before development commences. This shall include provision for access to and from the sports facilities, parking arrangements and provision of adequate changing, toilets and storage facilities for the sport users of the site. The development shall then be carried out in accordance with the agreed details.
16. No development shall commence, including demolition works until a Construction Management Plan has been submitted to and agreed in writing by the Local Planning Authority. The approved Plan shall be adhered to throughout the construction period of the development. The Statement shall provide for:
 - a) the parking of vehicles of site operatives and visitors
 - b) loading and unloading of plant and materials
 - c) storage of plant and materials used in constructing the development
 - d) the erection and maintenance of security hoarding including decorative displays
 - e) wheel washing facilities
 - f) measures to control the emission of dust and dirt during construction
 - g) a scheme for recycling/disposing of waste resulting from demolition and construction works and
 - h) method of protection of playing fields and pitches and potential method of remediation of any damage.
17. Before the proposed car parking provision for sports users is brought into use, a management plan for the operation and use of that car parking, including details of any allocation of spaces for different users, shall be submitted to and agreed in writing by the Local Planning Authority. The plan shall then be implemented for the life of the development.
18. Detailed plans showing the design, location and materials to be used on all boundary walls/fences/screen walls and other means of enclosure around the perimeter of the office development hereby approved shall be submitted to and approved in writing by the Local Planning Authority before office development is commenced and shall be carried out in accordance with such detailed plans.

Part 5: Reasons for Conditions

1. To conform with Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. For the avoidance of doubt.
3. To ensure a satisfactory external appearance of the development in the interests of visual amenity and in accordance with saved policies GD4 & E23 of the adopted City of Derby Local Plan Review.
4. To ensure a satisfactory external appearance of the development in the interests of visual amenity and preserve openness of the Green Belt in accordance with saved policies GD4 & E17 of the adopted City of Derby Local Plan Review.
5. To ensure a satisfactory external appearance of the development in the interests of visual amenity and in accordance with saved policies GD4 & E17 of the adopted City of Derby Local Plan Review.
6. To ensure the provision of adequate facilities for sport and recreation users of the site, in accordance with saved policies GD1 and L6 of the adopted City of Derby Local Plan Review.
7. For the avoidance of doubt and in the interests of visual amenity and to provide adequate facilities for sports and recreation users of the site, in accordance with saved policies GD1, GD4 & L6 of the adopted City of Derby Local Plan Review.
8. To protect trees and other vegetation on and adjoining the site during the course of construction works in order to preserve the character and amenity of the area and in accordance with saved policy E9 of the adopted City of Derby Local Plan Review.
9. To encourage and provide for varied means of transport to the site and in accordance with saved Policy T1 and T4 of the adopted City of Derby Local Plan Review, which seek to restrict the availability of commuter car park spaces and encourage the use of public transport.
10. In the interests of traffic safety and in accordance with saved policy T4 of the adopted City of Derby Local Plan Review.
11. To meet the parking needs of the development, to encourage and provide for varied means of transport to the site and in the interests of environmental amenity and in accordance with saved policy T4 of the adopted City of Derby Local Plan Review.
12. To minimise flood risk for users of the site and protect water quality in the interests of amenity and in accordance with the saved policy GD3 of the adopted City of Derby Local Plan Review.
13. To ensure the provision of adequate facilities for sport and recreation users of the site, in accordance with saved policies GD1 and L6 of the adopted City of Derby Local Plan Review.
14. To ensure the provision of adequate facilities for sport and recreation users of the site, in accordance with saved policies GD1 and L6 of the adopted City of Derby Local Plan Review.
15. For the avoidance of doubt and to provide adequate facilities for sports and recreation users of the site, in accordance with saved policies GD1, GD4 & L6 of the adopted City of Derby Local Plan Review.
16. To protect the amenities of nearby properties and ensure continuity of the sports uses on the site in accordance with saved policies GD1 & GD5 of the adopted City of Derby Local Plan Review.
17. For the avoidance of doubt and to provide adequate facilities for sports and recreation users of the site, in accordance with saved policies GD1, GD4, T4 & L6

of the adopted City of Derby Local Plan Review.

18. To ensure a satisfactory external appearance of the development in the interests of visual amenity and in accordance with saved policy of the adopted City of Derby Local Plan Review.

Signed:

Authorised Officer of the Council

Date:

Informative Note to applicant:

This decision is made in respect of the development being constructed solely on the existing ground levels unless otherwise stated on the approved plans. Any changes to ground levels shall be agreed in writing by the Local Planning Authority before any such alterations are commenced.

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. Please contact:

HighwaysDevelopmentControl@derby.gov.uk

With regards to the Travel Plan Derby City Council have a Travel Plan grant scheme. Applications can be made for funding which could go towards a bus pass scheme or cycle storage provision, as part of the Connected programme. Details can be obtained from the Travel Plan Officer, The Council House, Corporation Street, Derby DE1 2FS. | Telephone 01332 641811.

This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed.

EXECUTED as a Deed (but not)
delivered until the date hereof)
when the Common Seal of)
DERBY CITY COUNCIL was)
hereunto affixed in the presence of:-)



K. Haver
Authorised Officer

E. E. E.
Authorised Officer

EXECUTED as a Deed by
ROSCOM LIMITED acting by

) *SIMON TAYLOR*
) *MANDY BLACKBURN*

Director

[Signature]

Director/Secretary

S. Taylor

