

Dated

7 November

2022

CHARNWOOD BOROUGH COUNCIL

-and-

LEICESTERSHIRE COUNTY COUNCIL

-and-

JELSON LIMITED

**DEED OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**

relating to land off Halstead Road, Mountsorrel LE12 7HG  
(P/20/2361/2)

**THIS DEED is dated**

4 November

**2022**

**PARTIES:**

- (1) CHARNWOOD BOROUGH COUNCIL, Southfield Road, Loughborough, LE11 2TX (referred to as "the Council");
  - (2) LEICESTERSHIRE COUNTY COUNCIL, County Hall, Glenfield, Leicester LE3 8RA (referred to as "the County Council");
  - (3) JELSON LIMITED (Co. Reg. No 00571641) whose registered office is situated at 370 Loughborough Road, Leicester LE4 5PR ("the Owner")
- together referred to as 'the Parties'.

**INTRODUCTION**

- (A) The Council is a local planning authority for the purposes of the 1990 Act for the area within which the Site is located and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is a local planning authority, the local highway authority and the local education authority and is responsible for the provision of library and civic amenity facilities for the County of Leicestershire.
- (C) The Owner has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Council would not grant planning permission pursuant to the Application.
- (D) The Owner is the freehold owner of the Site and which is registered at HM Land Registry under title number LT517081.
- (E) The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Dwellings"	means the 15 Dwellings to be constructed on the Site as Affordable Housing as shown on the Affordable Housing Plan and provided in accordance with the Affordable Housing Tenure Mix and the Affordable Housing Standard and "Affordable Dwelling" shall be construed accordingly;

"Affordable Housing"		has the meaning given to it in Annex 2 of the NPPF and is provided to Eligible Households;
"Affordable Housing Contribution"	Housing	means the sum to be paid to the Council calculated in accordance with paragraphs 2.26 and HSPD 6 of the Borough Council's Housing Supplementary Planning Document adopted May 2017 and updated December 2017 (or such other policy as may be adopted by the Council from time to time);
"Affordable Housing Plan"		means the plan attached hereto which shows the location, type and tenure of the Affordable Dwellings and labelled as the Affordable Housing Plan;
"Affordable Housing Standard"	Housing	<p>means to a standard which is no less than that of the Market Dwellings and the Affordable Rented Dwellings and Intermediate Dwellings are designed to accommodate the following number of people:</p> <ul style="list-style-type: none"> <li>• 1 bed Dwelling accommodates 2 people;</li> <li>• 2 bed Dwelling accommodates 4 people;</li> <li>• 3 bed Dwelling accommodates a minimum of 5 people;</li> <li>• 4 bed Dwelling accommodates a minimum of 7 people</li> </ul> <p>unless otherwise agreed in writing between the Owner and the Council;</p>
"Affordable Housing Tenure Mix"	Tenure	<p>means the mix of tenures of the Affordable Dwellings which shall be:</p> <p>(i) Seventy Seven percent (77%) Affordable Rented Dwellings; and</p> <p>(ii) Twenty Three percent (23%) Shared Ownership Dwellings</p> <p>Distributed as per the Affordable Housing Plan unless otherwise agreed in writing between the Owner and the Council;</p>
"Affordable Dwellings"	Rented	means those Affordable Dwellings to be let by a Registered Provider to households who are eligible for social rented housing and subject to rent controls that limit the rent to no more than 80 per cent of local market rents including any service charges or the Local Housing Allowance whichever is the lesser;
"Application"		means the full planning application submitted to the Council and allocated reference P/20/2361/2 for the erection of 50 dwellings and

	associated infrastructure;
"Approval of Details Fee"	means £292 (two hundred and ninety two pounds) Index Linked for each submission and payable to the Council for the costs of considering and approving any details, document or scheme required to be submitted to the Council under the terms of this Deed
"Base Index Date"	means the date of this Deed save in the case of the Primary Education Contribution and the Secondary Education Contribution for which it means 1 July 2021;
"Base Index Figure"	means the figure published in respect of the relevant Index immediately prior to the Base Index Date;
"Bus Pass"	means a bus pass entitling the holder of the bus pass to travel free of charge on local bus services for a period of six (6) months from issue up to two (2) passes to be provided to each Dwelling as required to encourage new residents to use local bus services as an alternative to the private car to establish changes in travel behaviour;
"Bus Pass Contribution"	means the sum of up to Seven Hundred and Twenty Pounds (£720.00) (Index Linked) per Dwelling for two Bus Passes (£360.00 per Bus Pass) payable by the Owner to the County Council towards the provision of Bus Passes;
"Civic Amenity Contribution"	means the sum of Two Thousand Five Hundred and Eighty Four Pounds (£2,584.00) (Index Linked) payable by the Owner to the County Council towards the site reconfiguration and development of waste infrastructure to increase the capacity at Mountsorrel Waste and Recycling Centre;
"Commencement of Development"	<p>of means the earliest date on which a material operation as defined in Section 56(4) of the 1990 Act is first carried out on the Site pursuant to the implementation of the Development, except operations consisting of:</p> <ul style="list-style-type: none"> <li>• site clearance;</li> <li>• demolition;</li> <li>• archaeological investigations;</li> <li>• ground surveys;</li> <li>• removal of contamination;</li> </ul>



	<ul style="list-style-type: none"> <li>• erection of temporary fences;</li> <li>• temporary display of site notices; and/or advertisements; and/or</li> <li>• the diverting and laying of services;</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly;</p>
"Commutated Cost"	<p>means the following sum (Index Linked) per hectare for the relevant open space typology provided on the Open Space Land</p> <ul style="list-style-type: none"> <li>• multi-function green space £68,939.28</li> <li>• natural and semi natural open space £53,532.39</li> <li>• amenity green space £68,939.28</li> </ul>
"Completion Certificate"	<p>means a certificate(s) issued by the Council confirming that works have been completed in accordance with the approved Open Space Specification and the Maintenance Period may commence;</p>
"Contributions"	<p>means a collective reference to the contributions and fees payable to the Council and County Council referred to in this Deed and its corresponding Schedules such contributions to each be Index Linked (unless specified otherwise);</p>
"Council Monitoring Fee"	<p>means the sum of £1,964.00 (One Thousand Nine Hundred and Sixty Four Pounds) Index Linked towards the Council's monitoring of this Deed and the Development;</p>
"County Council Monitoring Fee"	<p>means the sum of £300 (Three Hundred Pounds) or 0.5% (whichever is the greater) per obligation to be paid by the Owner to the County Council towards the County Council's costs of monitoring compliance with the obligations contained in this Deed and due to the County Council;</p>
"Development"	<p>means the development of the Site in accordance with the Permission or a variation of that Permission to which clause 5.8 applies;</p>
"Disposals"	<p>means the sale, transfer, option, gift, exchange, declaration of trust, assignment, lease and including a contract for any such disposal and 'Disposal', 'Dispose' and 'Disposed of' shall be construed accordingly;</p>
"Dwelling"	<p>means a dwelling to be built on the Site as part of the Development pursuant to the Permission whether a house or flat or otherwise and including both Affordable Dwellings and Market Dwellings and</p>

	"Dwellings" will be construed accordingly;
"Eligible Household(s)"	means households whose needs are not met by the market having regard to local incomes and local house prices;
"Final Certificate"	means a certificate(s) issued by the Council confirming that works have been maintained in accordance with the approved Open Space Specification during the Maintenance Period;
"Final Index Figure"	means the figure published or otherwise agreed or determined in respect of the relevant Index immediately prior to the respective dates upon which the Contributions and fees or each relevant contribution or fee secured under this Deed are paid;
"First Occupation"	means the date of which a Dwelling is first Occupied;
"Health Body"	means NHS West Leicestershire Clinical Commissioning Group or their successor organisation;
"Healthcare Contribution"	means the sum of Twenty Five Thousand Three Hundred and Fifteen Pounds and Sixty Two Pence (£25,315.62) (Index Linked) payable by the Owner to the Council towards providing additional clinical accommodation at Alpine House and Charnwood Surgery in order to meet the needs of the additional residents;
"Index"	means for all contributions and payments pursuant to this Deed (save for those noted below) the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") and Index means for the monitoring fees and contributions payable pursuant to <del>Clause 10</del> the CPI or in the event that the RICS or other organisation responsible for the said Index shall change the basis of compilation or cease to compile or publish the said Index such other Index as the Parties hereto shall agree or in default of agreement such Index as shall be determined by an arbitrator appointed by the President of the RICS for the purposes of this Deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs or other costs measure most appropriate to the Index in question;
"Index Linked"	means the Contributions or each contribution or fee shall be increased by such sum, in pounds sterling, as shall be equal to the sum

  
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calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

Where:

"A" equals Contributions and fees or each contribution or fee payable under this Deed as necessary

"B" equals the Base Index Figure

"C" equals the Final Index Figure

If after the Base Index Date there should be any increase in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made;

"Interest"	means interest at 4% above the base lending rate of Barclays Bank Plc from time to time;
"LEAP Contribution"	means the sum of £13,333.00 (Thirteen Thousand Three Hundred and Thirty Three Pounds) (Index Linked) payable by the Owner to the Council towards the provision, improvement or enhancement of Locally Equipped Areas of Play in the vicinity of the Development;
"Library Contribution"	means the sum of £1,510.00 (One Thousand Five Hundred and Ten Pounds) (Index Linked) payable by the Owner to the County Council payable towards improvements to Mountsorrel Library and its facilities, including, but not limited to, books, materials, or associated equipment or to reconfigure the internal or external library space to account for additional usage of the venue arising from an increase in members to the library as a result of the Development;
"Local Housing Allowance"	means the Local Authority Housing Allowance rate applicable to the relevant Dwellings for the appropriate broad rental market area published from time to time by the Valuation Office Agency or its statutory successors;
"Maintenance Period"	means an initial period of 12 months which initial period shall be capable of being extended in the event the provisions of paragraph 5 of Schedule 3 apply in relation to the Open Space Land;

"Management Company"	means a management company or companies set up or appointed for the purposes of managing and maintaining the Open Space Land and undertaking the collection of sufficient maintenance costs for those purposes;
"Market Dwelling"	means any Dwelling constructed as part of the Development which is not an Affordable Dwelling but instead are general market housing for sale on the open market;
"Market Value"	means a figure agreed in writing between the Owner and the Council based on the average of three independent valuations each circulated having regard to the estimated amount for which the relevant Affordable Dwelling(s) could reasonably be expected to sell in the open market as market dwellings on the date of valuation between a willing buyer and a willing seller;
"Material Operation"	means a material operation as defined in Section 56(4)(a)-(e) of the 1990 Act carried out on the Site pursuant to the Permission;
"Nominated Officer"	means the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner;
"NPPF"	means the National Planning Policy Framework (July 2021) published by the Department for Communities and Local Government (as amended or any successor document);
"Occupation"	<p>means occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <ul style="list-style-type: none"> <li>• construction;</li> <li>• decoration;</li> <li>• fitting-out;</li> <li>• marketing; and/or</li> <li>• security operations;</li> </ul> <p>and 'Occupy' and 'Occupied' will be construed accordingly;</p>
"Off Site Open Space Contribution"	<p>means the following sums for the following areas of open space:</p> <ul style="list-style-type: none"> <li>• £47,700.00 (Forty Seven Thousand and Seven Hundred Pounds) (Index Linked) towards the provision of new or</li> </ul>

enhanced young people's provision within the adjacent Cufflins Park or other nearby provision;

- £16,469.00 (Sixteen Thousand Four Hundred and Sixty Nine Pounds) (Index Linked) towards off-site outdoor sports facilities within Mountsorrel; and
- £5,646.00 (Five Thousand Six Hundred and Forty Six Pounds) (Index Linked) towards the provision or enhancement of off-site allotment facilities in Mountsorrel

payable by the Owner to the Council;

"Open Space Maintenance Scheme" means the scheme for the future maintenance and management of the Open Space Land to be submitted by the Owner to the Council in accordance with the provisions of paragraph 5 of Schedule 3 and to include details of

- details of the proposed management and maintenance of the Open Space and all component parts thereof in perpetuity
- a means by which public access to the Open Space will be secured in perpetuity
- details of the arrangements for satisfactory permanent funding for the maintenance of the Open Space;

"Open Space Maintenance Sum" means the sum paid to the Council or the Parish Council for long term management and maintenance of the Open Space Land to be calculated as follows;

$$A \times B = C$$

Where **C** is the amount to pay and

**A** = the area in hectares of the piece of Open Space Land which is provided as part of the Development

**B** = the relevant Commuted Cost per hectare for maintenance of the open space;

"Open Space Land" means any land which is identified as areas of open space for the benefit of the Development but not to the exclusion of others including all of the following elements:

- a minimum of 0.04 Ha of multi-function green space; and
- a minimum of 0.24 Ha of natural and semi natural open

space; and

- a minimum of 0.06 Ha of amenity green space

and shown on Plan 2;

"Open Space Specification"		means a document confirming details of the Open Space Works including a programme for delivery, design specification, landscaping treatments and the management and maintenance thereof;
"Open Space Works"		means the works to lay out plant and construct (as necessary) all on Site provision within the Open Space Land or any part thereof;
"Parish Council"		means Mountsorrel Parish Council;
"Permission"		means the full planning permission subject to conditions to be granted by the Council pursuant to the Application;
"Plan 1"		means the location plan attached to this Deed at Schedule 1 and labelled as Plan 1;
"Plan 2"		means the plan attached to this Deed at Schedule 1 which shows the areas of Open Space Land and labelled as Plan 2;
"Primary Contribution"	Education	means the sum of £128,492.00 (One Hundred and Twenty Eight Thousand Four Hundred and Ninety Two Pounds) (Index Linked) payable by the Owner to the County Council payable towards the remodelling and improving capacity at Christ Church and Saint Peter's C of E Primary School or any other primary school in the locality serving residents of the Development;
"Registered Provider"		means either the Council or a Private Registered Provider as defined in section 80 of the Housing and Regeneration Act 2008 or any other body which may be approved in writing by the Council;
"Secondary Contribution"	Education	means the sum of £181,180.00 (One Hundred and Eighty One Thousand One Hundred and Eighty Pounds) (Index Linked) payable by the Owner to the County Council payable towards remodelling and improving capacity at the Rawlins Academy or any other secondary school in the locality serving residents of the Development;
"Shared Dwellings"	Ownership	means Affordable Dwellings for sale through a Registered Provider to Eligible Households and Occupied on shared ownership lease involving the initial purchase of no more than 75% equity to eligible

	households with the flexibility to staircasing to 100% of the equity;
"Site"	means the land off Halstead Road Mountsorrel as shown edged red for identification purposes only on Plan 1;
"Site Inspection Fee"	means £195 (one hundred and ninety-five pounds) Index Linked for each site inspection required by this Deed and payable to the Council towards its costs of preparing for attending such visit or site inspection
"Travel Pack"	means a pack of information produced by the Owner or the County Council for each Dwelling providing information on sustainable transport modes to and from the Development other than the private car including an application form for two (2) Bus Passes;
"Travel Pack Contribution"	means the sum of £52.85 (Fifty Two Pounds and Eighty Five Pence) (Index Linked) per Dwelling payable by the Owner to the County Council for the provision of Travel Packs if the Owner is not to provide the Travel Packs directly;
"Trigger"	means the commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money or linked to the prohibition of a specified action;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 (as amended);
"Working Days"	means a day of the week excluding Saturday, Sunday and any day which is a statutory or public holiday.

## 2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that it does not contain planning obligations Section 111 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations given by the Owner for the purposes of section 106 of the 1990 Act enforceable against the Owner by the Council and the County Council (as appropriate).
- 2.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 2.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.



- 2.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.
- 2.5 Where in this Deed reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Deed.
- 2.6 Covenants made hereunder on the part of the Council shall be enforceable against the Council and any statutory successor to it as Council.
- 2.7 Covenants made hereunder on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as County Council.
- 2.8 Whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.9 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person.
- 2.10 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.11 References to any party to this Deed shall include successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

### **3. CONDITIONALITY**

- 3.1 The covenants and the planning obligations in the Schedules to this Deed shall only come into effect upon the grant of the Permission and once Development has Commenced save unless they are expressed to come into effect immediately or before the Commencement of Development.

### **4. COVENANTS**

- 4.1 The Owner covenants with the Council and the County Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed and Schedules 2-6 inclusive.
- 4.2 The Council covenants with the Owner to comply with its respective obligations and requirements contained in this Deed and Schedule 7.
- 4.3 The County Council covenants with the Owner to comply with its obligations and requirements contained in this Deed and Schedule 8.

### **5. OTHER PROVISIONS**

- 5.1 No person shall be liable for any breach of any of the planning obligations or other

provisions of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this Clause.

- 5.2 The Owner confirms that it is the owner of the Site registered at HM Land Registry under Title Number LT517081 with full power to enter into this Deed.
- 5.3 Save for the obligations relating to the occupancy restrictions of the Affordable Dwellings contained in Schedule 2 of this Deed (which shall continue to be binding and enforceable against individual purchasers, owners occupiers, lessees, or their mortgagees of Affordable Dwellings) the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 5.3.1 individual purchasers, owners, occupiers or lessees of any Dwellings constructed on the Site pursuant to the Permission or their mortgagees or chargees; or
  - 5.3.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or any other services in connection with the Development of the Site.
- 5.4 No provisions of this Deed either contained within or implied shall give or be construed as giving rights, privileges, powers or be enforceable under the Contracts (Rights of Third Parties) Act 1999 (as amended) other than to the specific parties executing this document and their successors (if any) as defined herein. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions which shall remain in full force and effect and the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality.
- 5.5 This Deed shall be registrable as a local land charge in the Register of Local Land Charged by the Council.
- 5.6 Following the performance of all of the obligations contained in the Deed (or should this Deed cease to have effect) the Council shall following receipt of a written request from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 5.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires before the Commencement of Development.

- 5.8 Where planning permission is granted pursuant to section 73 of the 1990 Act, or in respect of any change to the Development that does not give rise to any changes to the number of Dwellings hereby permitted (to include substitution of house types or other minor variations to the design or layout of the Development) such planning permission and the development that it authorises will be bound by the terms of this Deed, save unless the Council may in its absolute discretion require the Owner to enter into a new or supplementary deed relating to such planning permission.
- 5.9 Subject to clause 5.8 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.10 No waiver, express or implied, by the Council, County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions on this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, the County Council or the Owner (as appropriate) from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default.
- 5.11 Where an approval consent or expression of satisfaction is required or sought by the Owner from either the Council or County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.12 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the Council or the County Council.
- 5.13 The Owner shall give the Council and the County Council fourteen (14) days' notice in writing in accordance with clause 8 of this Deed in advance of the Commencement of Development and Occupation of the Site
- 5.14 If the Permission expires within the meaning of sections 91, 92 or 93 of the 1990 Act, or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner this Deed shall cease to have effect.
- 5.15 Save as permitted by law in equity nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Council and/or the County Council were not a party to this Deed.
- 5.16 Without prejudice to its statutory duties or clause 5.15 the Council the County Council and the Owner shall all act in good faith and shall co-operate with each other to facilitate

the discharge and performance of the obligations of the other contained within this Deed within the timescales specified.

- 5.17 The Owner agrees declares and covenants both with the Council and the County Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the Council and the County Council for any expenses or liability arising to the Council and the County Council in respect of a breach by the Owner or any obligation contained herein save to the extent that any act or omission of the Council and the County Council its employees or agents has caused or contributed to such expenses or liability.

## **6. DISPUTES**

- 6.1 Notwithstanding any specific provision in this Deed in the event of any dispute between the Owner the Council or the County Council (or any of them) concerning this Deed including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Deed the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred for arbitration to such expert as they may agree or (in default of agreement within twenty (20) days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:

- a) The person to be appointed pursuant to Clause 6.1 shall if possible be a person having ten (10) years or more relevant post qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute
- b) The reference to the expert shall be on terms that:
  - i. the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
  - ii. the expert shall be able to stipulate periods of time for the making of such submissions and representations;
  - iii. the expert shall be bound to have regard to the said submissions and representations;
  - iv. the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

- v. the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
- vi. the findings of the expert shall save in the case of manifest material error be final and binding on the Owner the Council and the County Council save that the parties retain the right to refer to the Courts on a matter of law.

## **7. INTEREST AND VAT**

- 7.1 If any payment due to the Council or the County Council is paid late Interest shall be added from the date payment is due to the date of payment.
- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.

## **8. NOTIFICATIONS**

- 8.1 The service of notices or written communication given under this Deed is validly given if hand delivered or sent by first class post or recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been provided.
- 8.2 The Owner shall notify the Nominated Officer and the County Council's Team Manager, Planning Obligations, Historic and Natural Environment Department in writing of the actual Triggers within fourteen (14) days of each actual date.
- 8.3 If the Owner disposes of its interest in all or part of the Site it shall notify the Nominated Officer and the County Council's Team Manager, Planning Obligations, Historic and Natural Environment Department within fourteen (14) days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owner shall not be required to give such notice when disposing of any individual Dwellings constructed pursuant to the Permission in accordance with clause 5.3.

## **9. COSTS**

- 9.1 The Owner shall pay to the Council its legal costs of £1,000.00 (One Thousand Pounds) on completion of this Deed.
- 9.2 The Owner shall pay to the County Council its legal costs of £1,500.00 (One Thousand Five Hundred Pounds) on completion of this Deed.

## **10. FEES**

- 10.1 The Owner covenants to pay the Monitoring Fee to the Council prior to carrying out a Material Operation and not to carry out a Material Operation until the total Monitoring Fee has been paid to the Council in full.

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NO  
NO  
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10.2 The Owner covenants to pay the Approval of Details Fee to the Council with each submission of details for the Council's approval pursuant this Deed.

10.3 The Owner covenants to pay the Site Inspection Fee to the Council on booking any site visit or inspection required by the Council pursuant this Deed.

**11. JURISDICTION**

This Deed is governed by and interpreted in accordance with the laws of England.

**12. DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## **SCHEDULE 1**

### **The Plans**



# DRAWING LEGEND

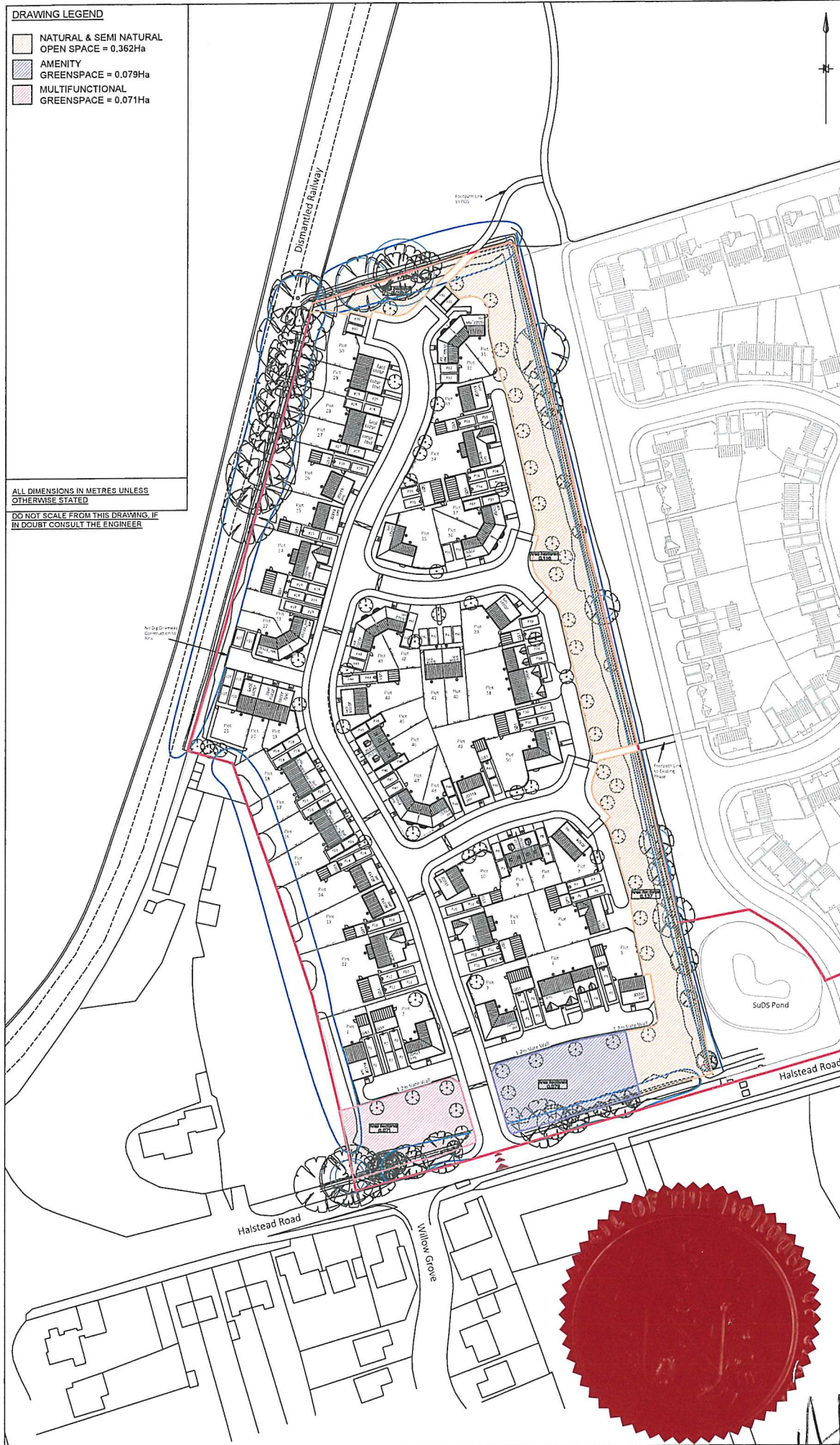
- NATURAL & SEMI NATURAL OPEN SPACE = 0.362Ha
- AMENITY GREENSPACE = 0.079Ha
- MULTIFUNCTIONAL GREENSPACE = 0.071Ha

ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED  
DO NOT SCALE FROM THIS DRAWING. IF IN DOUBT CONSULT THE ENGINEER

## Schedule of Accommodation

Number	No. of Flats	No. of Beds	No. of Bathrooms	No. of Car Spaces
1	1	2	1	1
2	1	2	1	1
3	1	2	1	1
4	1	2	1	1
5	1	2	1	1
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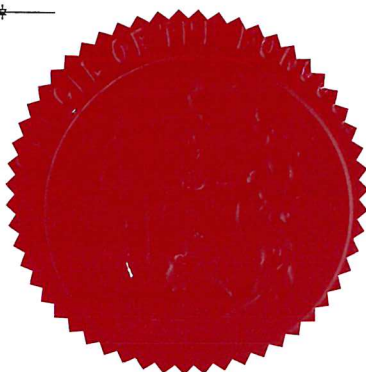
R. Threlby  
H.O. Ainslie



REV	DESCRIPTION	DATE	BY
1	PROPOSED RESIDENTIAL DEVELOPMENT		
2	HALSTEAD ROAD		
3	MOUNTS ORIEL		
4	LEICESTERSHIRE		
5	GRASSLAND PLAN		
6	1:500 @ A1		
7	DRAWN BY:	CHECKED BY:	
8	SPM		
9	DRAWING DATE:	03/02/2022	
10	FOR APPROVAL:		
11	DRAWING NUMBER:	MTSP22PM100	
12	DRAWING REVISION:		
13	TECHNICAL DEPARTMENT		
14	Jelson HOMES		
15	JELSON LTD		
16	300 EDOUARD ROAD		
17	LE4 5PH		
18	TEL 0115 365241 Fax 0115 365430 Web www.jelson.co.uk		

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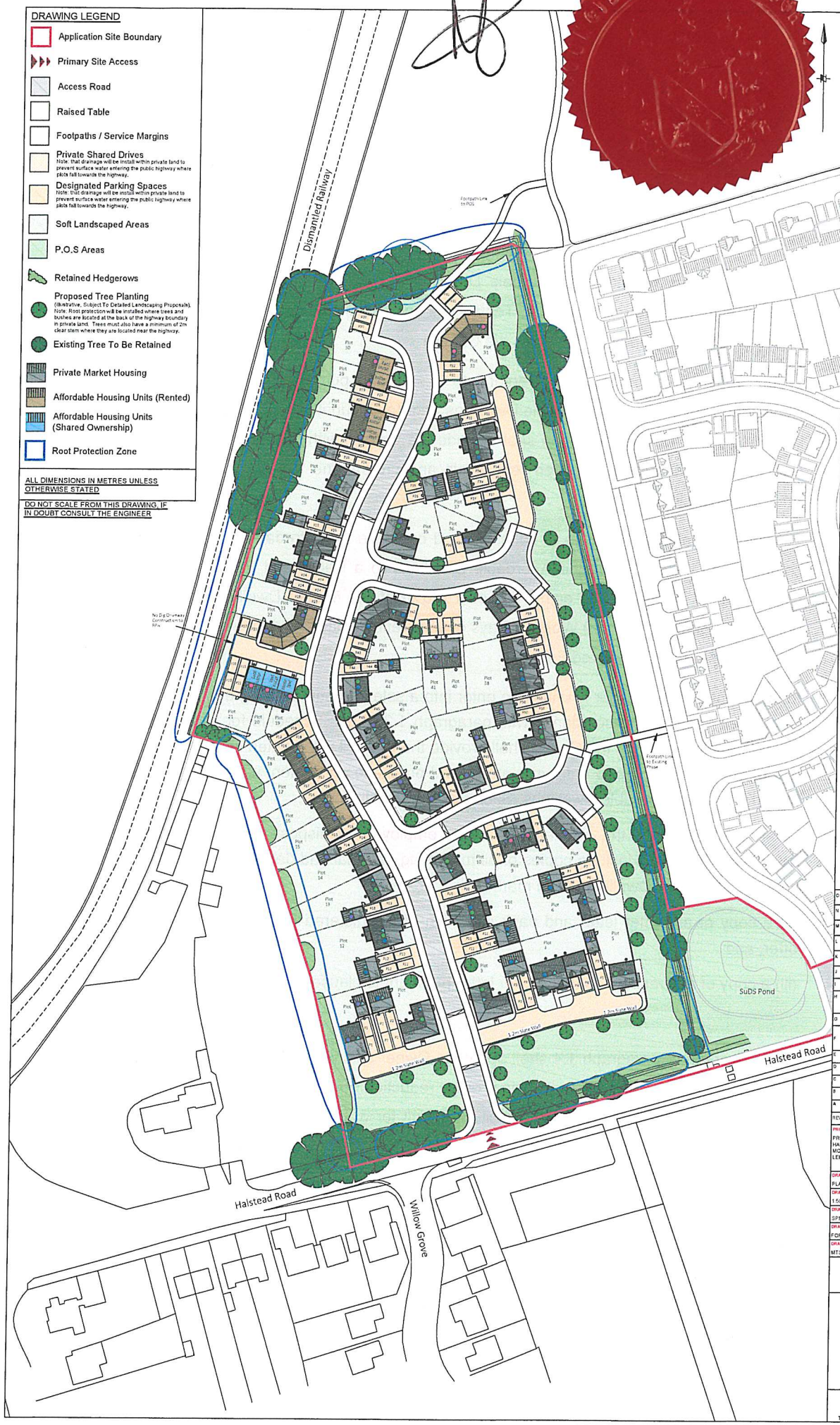


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**DRAWING LEGEND**

- Application Site Boundary
- Primary Site Access
- Access Road
- Raised Table
- Footpaths / Service Margins
- Private Shared Drives
- Designated Parking Spaces
- Soft Landscaped Areas
- P.O.S Areas
- Retained Hedgerows
- Proposed Tree Planting
- Existing Tree To Be Retained
- Private Market Housing
- Affordable Housing Units (Rented)
- Affordable Housing Units (Shared Ownership)
- Root Protection Zone

ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED  
DO NOT SCALE FROM THIS DRAWING IF IN DOUBT CONSULT THE ENGINEER



**Schedule of Accommodation**

Plot No.	No. of Units	No. of Beds	No. of Cars	No. of Bikes	No. of Motorbikes
1-31	100	100	100	100	100
32-33	10	10	10	10	10
34-35	10	10	10	10	10
36-37	10	10	10	10	10
38-39	10	10	10	10	10
40-41	10	10	10	10	10
42-43	10	10	10	10	10
44-45	10	10	10	10	10
46-47	10	10	10	10	10
48-49	10	10	10	10	10
50-51	10	10	10	10	10
52-53	10	10	10	10	10
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66-67	10	10	10	10	10
68-69	10	10	10	10	10
70-71	10	10	10	10	10
72-73	10	10	10	10	10
74-75	10	10	10	10	10
76-77	10	10	10	10	10
78-79	10	10	10	10	10
80-81	10	10	10	10	10
82-83	10	10	10	10	10
84-85	10	10	10	10	10
86-87	10	10	10	10	10
88-89	10	10	10	10	10
90-91	10	10	10	10	10
92-93	10	10	10	10	10
94-95	10	10	10	10	10
96-97	10	10	10	10	10
98-99	10	10	10	10	10
TOTAL	1000	1000	1000	1000	1000

*Handwritten signature: R. Threlby*  
*Handwritten signature: M. P. D. D.*

D	PLOTS 15-17 AND 21 AMENDED TO AFFORDABLE RENTED	25/01/2022	WH
H	PLOTS 18-21 AMENDED TO SHARED OWNERSHIP	25/01/2022	WH
M	MATERIALS ADDED	21/01/2022	JC
L	HA TIE-ROD ADDED	25/01/2022	SM
N	SQUARE FOOTAGE ADDED TO SCHEDULE OF ACCOMMODATION	25/01/2022	JC
F	BLOCKS UPDATED TO LATEST VERSIONS	25/01/2022	SPM
P	FOOTPATH LINK TO NORTHERN PDS ADDED	25/01/2022	SPM
H	REND AMENDMENTS ADDED PLOTS 32-33 PARKING AMENDED. NOTES ADDED FOLLOWING PARKING COMMENTS	16/09/2021	SM
D	VEHICLE TRACKING ADDED TO PLANNING LAYOUT	21/06/2021	OK
D	CAR PARKING SPACE (ENCLAVING) REVISED WHERE NEEDED PLOTS 28 AND 29 DRIVEL GARAGE IS MOVED BACK TO ACCOMMODATE PARKING STANDARDS	25/04/2021	SE
D	DIMENSIONS ADDED TO LAYOUT	24/03/2021	SE
D	FOOTPATH LINK PROVIDED TO EXISTING DEVELOPMENT	23/10/2020	SE
C	MINOR CHANGES TO LAYOUT FOLLOWING INTERNAL CONSULTATION	20/10/2020	SPM
F	SUDS FEATURES SHOWN AND SOME HOUSE TYPES CHANGED IN LINE WITH STAIRWAYS RANGE	21/05/2020	SPM
A	LAYOUT AMENDED FOLLOWING ARCHITECTURAL CONSULTANTS FEEDBACK	21/06/2020	SPM
REV	DESCRIPTION	DATE	BY

**PROJECT TITLE:**  
PROPOSED RESIDENTIAL DEVELOPMENT  
HALSTEAD ROAD  
MOUNT CORREL  
LEICESTERSHIRE

**DRAWING TITLE:**  
PLANNING LAYOUT

**DRAWING SCALE:**  
1:500 @ A1

**DRAWN BY:**  
SPM

**CHECKED BY:**  
P

**DRAWING STATUS:**  
FOR APPROVAL

**DRAWING DATE:**  
05/01/2023

**DRAWING NUMBER:**  
MTS/P2/SPM01

**DRAWING REVISION:**  
0

**TECHNICAL DEPARTMENT**

**Jelson HOMES**

JELSON LTD  
370 LOUGHBOROUGH ROAD  
LEICESTER  
LE4 6PR

Tel: 0116 2651541 • Fax: 0116 2654519 • Web: www.jelson.co.uk



## **SCHEDULE 2**

### **Affordable Housing**

1. The Owner hereby covenants with the Council as follows:
  - 1.1 To construct and provide the Affordable Dwellings in accordance with the Affordable Housing Plan, the Affordable Housing Tenure Mix and the Affordable Housing Standards unless otherwise agreed in writing with the Council
  - 1.2 To use reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider for all Affordable Dwellings prior to Occupation of 50% of the Market Dwellings in the Development and shall provide the Council with details of the intended Registered Provider and proposed rent levels and programme for construction of the Affordable Dwellings
  - 1.3 To use reasonable endeavours to construct and complete the Affordable Dwellings and complete the transfer of all the Affordable Dwellings to a Registered Provider prior to Occupation of no more than eighty per cent (80%) of the Market Dwellings and shall provide the Council within 10 Working Days of completion written evidence of completion of any transfer to a Registered Provider
  - 1.4 In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 1.2 of this Schedule for all or any of the Affordable Dwellings the Owner shall provide the Council with written evidence of the use of such endeavours to enter into a sale and purchase agreement with a Registered Provider for the Affordable Dwellings. Such evidence shall include;
    - (i) an explanation of the marketing strategy employed to dispose of the Affordable Dwellings which shall include copies of all marketing material and details of the length of time the Affordable Dwellings were marketed;
    - (ii) a copy of any offer letter and pack on which the Registered Provider was asked to offer; and
    - (iii) a copy of any responses to the offer letter pursuant to clause 1.2 above.
  - 1.5 In the event that paragraph 1.4 shall apply the Owner shall in the first instance seek an alternative mix of Affordable Housing or a reduction in the number of Affordable Dwellings to be agreed with the Council and shall for a further period of 56 days use such endeavours to enter into a sale and purchase agreement with a Registered Provider for the alternative mix of Affordable Dwellings or the reduced number of Affordable Dwellings
  - 1.6 In the event that following the application of paragraph 1.5 the Owner is still unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 1.5 the Owner will provide the Council with written notice of the same together with evidence that reasonable endeavours have been used to secure the delivery of such

reduced / amended Affordable Dwellings to a Registered Provider with the following information:

- i. an explanation of the marketing strategy employed to dispose of the Affordable Dwellings which shall include copies of all marketing material and details of the length of time the Affordable Dwellings were marketed;
- ii. a copy of any offer letter and pack on which the Registered Provider was asked to offer; and
- iii. a copy of any responses to the offer letter pursuant to clause 1.5) above.

1.7 The Council shall give reasonable consideration to the evidence provided by the Owner pursuant to clauses 1.4 and 1.6 above and no later than 28 working days following receipt of such notice shall by written notice inform the Owner either:

- i. that it is satisfied by the evidence so provided such that this clause 1.7 shall have no further effect and the Owner shall comply with clause 1.8 below; or
- ii. that it requires further evidence in which case the provisions of this clause 1.7 shall apply to any such further evidence that the Owner shall provide

1.8 Pursuant to clause 1.7(i) above the Owner and the Council shall agree which of the following options shall be pursued in respect of the relevant Affordable Dwellings:

- (i) the gifting of a number of Affordable Dwellings to the Council, the exact number to be agreed in writing by the Council and the Owner; or
- (ii) pay to the Council the Affordable Housing Contribution in respect of the Affordable Dwellings within 28 Working Days of the Affordable Housing Contribution being agreed between the Council and the Owner

AND FOR THE AVOIDANCE OF DOUBT should the Council and the Owner agree to proceed by way of 1.8 (i) then upon gifting of the Affordable Dwellings the remaining Affordable Dwellings shall become available for sale as Market Dwellings to which the restrictions of this clause 1 (inclusive) do not apply

AND FOR THE AVOIDANCE OF DOUBT should the Council and the Owner agree to proceed by way of paragraph 1.8(ii) above, the Affordable Housing Contribution shall be paid to the Council within 28 Working Days of the Affordable Housing Contribution being agreed between the Council and the Owner in respect of the relevant Affordable Dwellings, and upon payment of the Affordable Housing Contribution in full including any sum due from Indexation or Interest the relevant Affordable Dwellings shall (to the extent not already transferred or contracted to be transferred) become available for sale as Market Dwellings to which the restrictions of this paragraph 1 (inclusive) do not apply.

- 1.9 To covenant that any transfer it makes to a Registered Provider shall contain the following provisions:
- 1.9.1 The grant by the Owner of all rights of access and passage of services and other rights reasonable and necessary to the beneficial enjoyment of the Affordable Dwellings to be constructed on the Site;
  - 1.9.2 A reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site;
  - 1.9.3 The imposition of such covenants as the Owner shall reasonably require are consistent with the sale of the Market Dwelling; and
  - 1.9.4 The Registered Provider enters into a nomination agreement with the Council to entitle the Council to seek 100% nomination rights for the initial lets of the Affordable Dwellings as Affordable Rented Dwellings and a minimum of 75% nomination rights for relets of such dwellings it being acknowledged that the transfer may incorporate appropriate exclusion provisions in similar form to those set out in paragraph 1.10 below.
- 1.10 Not to use the Affordable Dwellings for any purpose other than Affordable Housing PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:
- 1.10.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
    - 1.10.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
    - 1.10.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose

of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely

- 1.10.2 any person who exercises a statutory or contractual right to buy or acquire an interest in an Affordable Dwelling under the provision of the Housing Act 1996 or any similar or substitute right applicable; or
- 1.10.3 any person who acquires an interest in an Affordable Dwelling pursuant to the initial grant of a shared ownership lease
- 1.10.4 any person deriving title from any such person as is mentioned in 1.10.2 and 1.10.3 above.



### **SCHEDULE 3**

#### **OPEN SPACE**

##### **Open Space Land**

The Owner hereby covenants with the Council as follows:

- 1 To submit the Open Space Specification to the Council for approval within 30 days of the Commencement of Development
- 2 Not to occupy the Development until the Owner has served written notice on the Council confirming whether the Owner wishes to maintain the Open Space Land or whether the Owner intends to offer to transfer the Open Space Land to the Council or the Parish Council or alternatively whether the Owner intends to transfer the Open Space Land to a Management Company
- 3 Not to allow or permit the Occupation of more than 80% of the Dwellings until the Open Space Works have been carried out and the Open Space Land is made available for use by the residents of the Development and the general public in accordance with the Open Space Specification
- 4 In the event the Owner elects to maintain the Open Space Land or transfer it to a Management Company it shall submit the Open Space Maintenance Scheme (such scheme to contain details of the Management Company should the Owner elect to transfer the Open Space Land to a Management Company) to the Council for approval (such approval not to be unreasonably withheld or delayed) and shall maintain the Open Space Land in accordance with the Open Space Maintenance Scheme AND FOR THE AVOIDANCE OF DOUBT if the Owner elects to maintain the Open Space Land or for a Management Company to maintain the Open Space Land the Open Space Maintenance Sum shall not be payable
- 5 In the event that the Owner elects to offer the Open Space Land to the Council or the Parish Council the following provisions shall apply:
  - 5.1 Upon completion of the Open Space Works the Owner shall invite the Council to inspect the completed Open Space Works and shall then carry out any remedial works identified by the Council to the Council's satisfaction to enable the Completion Certificate to be issued by the Council and thereafter shall make the Open Space Land available for use by the general public and maintain the Open Space Land for a period of 12 months from the date of the Completion Certificate.
  - 5.2 At the end of the 12 month maintenance period the Owner shall serve notice on the Council inviting them to inspect the Open Space Works and issue a Final Certificate confirming that such works have been laid out and maintained in accordance with the approved Open Space Specification
  - 5.3 If the Council inspects the Open Space Works and identifies remedial works necessary to comply with the approved Open Space Specification and shall serve notice of such remedial works on the Owner, to complete such remedial works

- 5.4 Upon completion of any remedial works, to serve notice on the Council inviting them to inspect the remedial works identified by them pursuant to paragraph 5.3 and issue a Final Certificate confirming that such works have been completed in accordance with the approved Open Space Specification
- 5.5 The Owner shall transfer the Open Space Land to the Council or Parish Council for the sum of £1.00 within 9 months of the issue of the Final Certificate and such transfer shall be in accordance with Annex 1 and for the avoidance of doubt the Owner shall maintain the Open Space Land in a clean and tidy condition until the transfer to the Council or Parish Council has been completed
- 5.6 The Owner shall pay the Open Space Maintenance Sum to the Council or Parish Council upon transfer of the Open Space Land pursuant to paragraph 5.5.
- 5.7 The Open Space Scheme to be submitted pursuant to paragraph 4 of this Schedule, shall include details of the following in respect of the management and maintenance of the Open Space Land
  - 5.7.1 Details of the identity of the proposed Management Company that is to be responsible for managing and maintaining the Open Space Land with monies received by the Management Company to be used solely for the purposes of management and maintenance of the Open Space Land in accordance with the Open Space Scheme
  - 5.7.2 Details of the permanent funding of the proposed Management Company or other responsible body which may include one or more of the following
  - 5.7.3 Commuted sums for investment for the benefit of the Management Company
  - 5.7.4 The creation of an estate rent charge or other service charge arrangements, including details of the covenants to be entered into by a buyer of each Dwelling with the Management Company to pay its pro-rata proportion of the costs and expenses of the Management Company and to ensure the incoming buyer on a subsequent sale of such Dwelling will enter into like covenants
  - 5.7.5 Endowing the relevant Management Company so approved with income generating assets
  - 5.7.6 Appropriate arrangements for the provision of security for funding
  - 5.7.7 Ongoing review and monitoring arrangements to demonstrate that the Management Company is being adequately funded in accordance with the approved arrangements and will be adequately funded in the long term
  - 5.7.8 The management and maintenance standards that are to be implemented and retained in perpetuity

- 5.7.9 Triggers for transfer where relevant of the Open Space Land to the Management Company and the timetable for setting up of the proposed Management Company prior to first Occupation of the first Dwelling
- 5.7.10 Details of step in rights for the Council in the event of default in carrying out the maintenance or management requirements in the agreed Open Space Scheme
- 5.7.11 In the event the Management Company became insolvent or was otherwise unable to perform its duties to thereafter manage and maintain the Open Space Land in accordance with the Open Space Maintenance Scheme until alternative arrangements for effectively doing so have been put in place to the reasonable satisfaction of the Council.

**Off Site Open Space Contribution**

- 6 To pay the Off Site Open Space Contribution prior to First Occupation of the Dwellings and the Owner shall not allow First Occupation of the Dwellings until the Off Site Open Space Contribution has been paid to the Council in full including any sum due for Indexation or Interest

**LEAP Contribution**

- 7 to pay the LEAP Contribution prior to First Occupation of the Dwellings and not to allow First Occupation of the Dwellings until the LEAP Contribution has been paid to the Council in full including any sum due for Indexation or Interest

#### **SCHEDULE 4**

##### **Healthcare Contribution**

The Owner covenants with the Council to pay the Healthcare Contribution to the Council prior to First Occupation of any of the Dwellings and not to allow first Occupation of any Dwelling until the Healthcare Contribution has been paid to the Council in full.

## **SCHEDULE 5**

### **County Council Monitoring Fee, Education Contributions, Library Contribution, Civic Amenity Contribution**

1. The Owner covenants with the County Council as follows:
  - 1.1 to pay the County Council Monitoring Fee to the County Council prior to First Occupation of any of the Dwellings; and
  - 1.2 to pay the Primary Education Contribution to the County Council as follows:
    - 1.2.1 50% prior to First Occupation of any of the Dwellings; and
    - 1.2.2 50% prior to First Occupation of 50% of the Dwellings
  - 1.3 to pay the Secondary Education Contribution to the County Council as follows:
    - 1.3.1 50% prior to First Occupation of any of the Dwellings; and
    - 1.3.2 50% prior to First Occupation of 50% of the Dwellings
  - 1.4 to pay the Library Contribution to the County Council prior to First Occupation of any of the Dwellings; and
  - 1.5 to pay the Civic Amenity Contribution to the County Council prior to First Occupation of any of the Dwellings.

## **SCHEDULE 6**

### **Bus Passes and Travel Packs**

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

#### **Travel Packs and Bus Passes**

- 1.1. Prior to the Commencement of Development the Owner will elect either to pay the Travel Pack Contribution or to provide the Travel Packs directly to the occupants of each Dwelling and the Owner will serve written notice of its decision on the County Council.
- 1.2. Prior to the Commencement of Development the Owner will elect either to pay the Bus Pass Contribution or to provide the Bus Passes directly to the occupants of each Dwelling and the Owner will serve written notice of its decision on the County Council.
- 1.3. Where pursuant to paragraph 1.1 above the Owner elects to provide the Travel Packs it will provide a sample Travel Pack to the County Council for approval (together with the County Council's administration fee of Five Hundred Pounds (£500)) and thereafter provide on First Occupation of each Dwelling a Travel Pack previously approved by the County Council for each Dwelling.
- 1.4. Where pursuant to paragraph 1.1 above the Owner elects to pay the Travel Pack Contribution it shall not permit the Occupation of any Dwelling until the Owner has paid the Travel Pack Contribution in full to the County Council.
- 1.5. Where pursuant to paragraph 1.2 above the Owner elects to provide the Bus Passes at its own cost to the owners of the Dwellings it will provide up to two (2) Bus Passes per Dwelling to the occupants within nine (9) months of First Occupation.
- 1.6. Where pursuant to paragraph 1.2 above the Owner elects to pay the Bus Pass Contribution it shall not permit the Occupation of any Dwelling until the Owner has paid 25% of the Bus Pass Contribution to the County Council.
- 1.7. Where Pursuant to paragraph 1.2 above the Owner elects to pay the Bus Pass Contribution it shall not permit the Occupation of 25% of the Dwellings until the Owner has paid the remaining 75% of the Bus Pass Contribution EXCEPT THAT the County Council and the Owner may by agreement defer the payment to a later date and will do so where it is clear that the take up of Bus Passes is such that the Bus Pass Contribution will not be expended save also that the parties may agree in such circumstances a smaller percentage of the Bus Pass Contribution be paid than the 75%.
- 1.8. The Owner shall supply to the County Council at six (6) monthly intervals details of the Travel Packs and Bus Passes supplied (if supplied by the Owner) to the Occupiers within the preceding six (6) months period until all the Dwellings have been first Occupied

## **SCHEDULE 7**

### **Council's Covenants**

1. The Council covenants with the Owner as follows:
  - 1.1. To hold the Healthcare Contribution in an interest bearing account from the date of receipt until the date of payment to the Health Body in accordance with this Deed
  - 1.2. To notify the Health Body within 14 Working Days of receipt of the Healthcare Contribution that the Council is in receipt of the Healthcare Contribution and of its specified purpose
  - 1.3. To pay the Healthcare Contribution to the Health Body upon receipt of written confirmation from the Health Body that they will:-
    - 1.3.1 apply the Healthcare Contribution for the purposes set out in this Deed;
    - 1.3.2 provide full details of the expenditure of the Healthcare Contribution on demand to the Council or to the Owner PROVIDED THAT no such demand shall be made before the expiry of two years from the date of receipt of the Healthcare Contribution by the Health Body and such demands shall not be made more frequently than once a quarter thereafter; and
    - 1.3.3 return any uncommitted part of the Healthcare Contribution together with any interest accrued to the Council after the expiry of five years from the date of receipt of the Healthcare Contribution by the Council regardless of when the same was paid to the Health Body.
  - 1.4. To repay to the Owner any unspent monies received by them pursuant to paragraph 1.3.3 of this Schedule within 28 Working Days of receipt from the Health Body.
  - 1.5. To spend the LEAP Contribution and the Off Site Open Space Contribution on the purpose for which each of them was paid to the Council as herein specified.
  - 1.6. To provide full details of the expenditure of the LEAP Contribution and the Off Site Open Space Contribution on demand to the Owner PROVIDED THAT such demands shall not be made more frequently than twice a year.
  - 1.7. In the event part or all of the LEAP Contribution or the Off Site Open Space Contribution has not been spent or committed (by way of Councillor resolution or officer delegated decision) to the purpose for which it was paid within five (5) years of the date of receipt by the Council of the relevant payment then the Council shall upon written request repay to the Owner so much of the LEAP Contribution or the Off Site Open Space Contribution as shall remain uncommitted together with any interest accrued.



## **SCHEDULE 8**

### **County Council's Covenants**

1. The County Council covenants with the Owner as follows:
  - 1.1. The County Council shall spend the Primary Education Contribution, the Secondary Education Contribution, the Library Contribution, the Civic Amenity Contribution, the Bus Pass Contribution and the Travel Pack Contribution (if received) on the purpose for which each of them was paid to the County Council as herein specified.
  - 1.2. In the event that the Civic Amenity Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Library Contribution and the Travel Pack Contribution (if received) has not been spent or committed (by way of contract) to the purpose for which it was paid within ten (10) years of receipt of each payment (or six (6) months of Occupation of the last Dwelling in the case of any part of the Travel Pack Contribution) then the County Council shall upon written request repay to the Owner so much of the Civic Amenity Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Library Contribution and Travel Pack Contribution (if received), as shall remain uncommitted together with any interest accrued.
  - 1.3. In respect of the Bus Pass Contribution (if received)
    - 1.3.1. To apply the Bus Pass Contribution solely for the provision of Bus Passes to the occupants of Dwellings who complete and return the application forms in the Travel Pack within six (6) months of their First Occupation of a Dwelling
    - 1.3.2. Upon receipt of a written request to account in writing to the Owner commencing from the payment of the first tranche of the Bus Pass Contribution with full details of the number of Bus Passes issued
    - 1.3.3. At the end of a period of nine (9) months after the notification of the Occupation of the final Dwelling to be constructed pursuant to the Permission to repay to the Owner any unexpended portion of the Bus Pass Contribution.
  - 1.4. The County Council shall within twenty eight (28) days of written request provide to the Owner details of the expenditure of any of the Contributions paid to the County Council pursuant to this Deed.
  - 1.5. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed and given to the County Council when satisfied that such obligations have been performed.

## **Annex 1**

### **Terms for Transfer**

- 1 The Owner shall transfer ownership of the Open Space Land to the Council or the Parish Council in accordance with the requirements set out below.
- 1.1 The Open Space Land is transferred with vacant possession free from any financial encumbrances on completion.
- 1.2 The Owner shall transfer with Full Title Guarantee
- 1.3 The Standard Conditions of Sale (5<sup>th</sup> Edition) shall be deemed to be incorporated so far as they are not inconsistent with the provisions of these conditions.
- 1.4 Title should be deduced in accordance with the Land Registration Act 2002.
- 1.5 The purchase price is £1 consideration.
- 1.6 In the transfer of the Open Space Land to the Council or the Parish Council the Council or the Parish Council will covenant with the transferor for themselves and their successors in title that the same will run with and bind the land into whosoever hands the same may pass:
  - (a) Not to develop the Open Space Land or any part thereof for any purpose whatsoever save for the erection of non-commercial buildings ancillary to its recreational purposes to the intent that it shall remain in perpetuity as public open space for the enjoyment of the general public
  - (b) To maintain the Open Space Land in reasonable condition to a reasonable standard and conforming to good horticultural practice compatible with its continuing use as public open space.

IN WITNESS whereof the Parties hereto have executed this document as a Deed on the day and year first before written.

2022/23-86

THE COMMON SEAL OF )  
CHARNWOOD BOROUGH COUNCIL )  
was affixed in the presence of: )



Authorised Signatory:

A handwritten signature in black ink, likely belonging to an authorised signatory for Charnwood Borough Council.

THE COMMON SEAL OF )  
LEICESTERSHIRE COUNTY COUNCIL )  
was affixed in the presence of: )

29445(b)



Authorised Signatory:

A handwritten signature in black ink, likely belonging to an authorised signatory for Leicestershire County Council.

EXECUTED as a DEED by  
JELSON LIMITED  
Acting by a director in the presence of

A handwritten signature in black ink, likely belonging to a director of Jelson Limited.

Witness

A handwritten signature in black ink, likely belonging to the witness.

Witness Name

KIBLAN HENRY.

Witness Address

370 LOUGHBOROUGH RD, LEICESTER, LE4 5PR.

