

Dated

4 November

2022

CHARNWOOD BOROUGH COUNCIL

-and-

LEICESTERSHIRE COUNTY COUNCIL

-and-

TREVOR WILLIAM DUNNE and JULIET ELIZABETH DUNNE

-and-

DAVIDSONS DEVELOPMENTS LIMITED

DEED OF PLANNING OBLIGATION

UNDER SECTION 106

OF THE TOWN AND COUNTRY PLANNING

ACT 1990

relating to Land to the land off Boonton Meadows Way, Queniborough, Leicestershire

THIS DEED is dated

7 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) TREVOR WILLIAM DUNNE and JULIET ELIZABETH DUNNE both of The Old Barn , Main Street, Queniborough, Leicestershire LE7 3DB (together referred to as "the Owner");
- (4) DAVIDSON'S DEVELOPMENTS LIMITED (Co. Reg. No 04346861) whose registered office is situated at Unit R, Ivanhoe Park Way, Ashby de la Zouch, LE65 2AB ("the Developer")

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 Agreement are enforceable.
- (B) The County Council is a local planning authority and highway authority for the County of Leicestershire.
- (C) The Developer 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 with title absolute of the Site, which forms part of the land registered at HM Land Registry under title number LT236289 save that the title is the subject of a legal charge over the Site dated 28th October 2003 in favour of Santander UK PLC ("the Mortgage")

- (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”	the Town and Country Planning Act 1990 (as amended);
“Application”	the outline planning application submitted to the Council and allocated reference P/20/2349/2 for the erection of up to 50 dwellings together with associated landscaping , open space, drainage infrastructure and access, together with the demolition of 65 Glebe Road, Queniborough to facilitate an emergency access;
“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;
“Base Index Figure”	means the figure published in respect of the Index immediately prior to the Base Index Date;
“Commencement of Development”	<p>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">• site clearance;• demolition;• archaeological investigations;• ground surveys;

- removal of contamination;
- erection of temporary fences;
- temporary display of site notices; and/or advertisements; and/or
- the diverting and laying of services;
- creation of accesses

and 'Commence' and 'Commenced' will be construed accordingly;

"Contributions"	means a collective reference to the contributions payable to the Council and County Council referred to in this Deed and its corresponding Schedules such contributions to each be Index Linked;
"Council Monitoring Fee"	means the sum of £1,681.00 (one thousand six hundred and eighty one pounds) Index Linked towards the Council's monitoring of this Deed and the Development
"Development"	means the development of the Site in accordance with the Permission;
"Disposals"	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
"Dwelling"	means a dwelling to be built on the Site as part of the Development pursuant to the Permission whether a house or flat otherwise and including both Affordable Dwellings and Market Dwellings and "Dwellings" will be construed accordingly;
"First Occupation"	means the date of which a Dwelling is first Occupied;
"Final Index Figure"	means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the Contributions or each relevant contribution secured under this Deed are paid;
"Index"	means the All in Tender Price Index of Building Cost Information Services ("BCIS") as published by the Royal Institute of Chartered

Surveyors ("RICS") or in the event that the RICS 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;

"Index Linked" means the Contributions or each contribution where necessary shall be increased by such sum, in pounds sterling, as shall be equal to the sum calculated according to the following formula:-

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

Where:

"A" equals Contributions or each contribution 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 change 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;

"Material Operation" means a material operation as defined in Section 56(4)(a)-(e) of the 1990 Act carried out pursuant to the Planning Permission;

"Nominated Officer" the Head of Planning and Regeneration or equivalent post at the Council or such other officer of the Council notified by the Council to the Owner;

"NPPF"	National Planning Policy Framework (July 2021) published by the former Department for Housing Communities and Local Government (as may be amended or any successor document);
"Occupation"	<p>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"> • construction; • decoration; • fitting-out; • marketing; and/or • security operations; <p>and 'Occupy' and 'Occupied' will be construed accordingly;</p>
"Permission"	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application;
"Plan"	means the location plan attached to this Deed at Schedule 1;
"Site"	the land to the rear of the Old Barn, Main Street, Queniborough as shown edged red for identification purposes only on the Plan;
"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
"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; and
"VAT"	Value added tax chargeable under the Value Added Tax Act 1994.
Working Day	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 and Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed and its Schedules are planning obligations given by the Owner for the purposes of section 106 of the 1990 Act enforceable 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. Save for Clause 12 which shall come into effect on the date therein specified, all other Clauses in this Deed shall come into effect on the date hereof.

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 2-7 inclusive.
- 4.2 The Council and the County Council covenant with the Owner to comply with their respective obligations and requirements contained in this Deed and Schedules 8 and 9 inclusive.

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 LT236289 with full power to enter into this Deed.
- 5.3 The Owner hereby covenants that it will not cause, allow or permit the Commencement of Development on any part of the Site unless and until the Mortgage (so far as it relates to any part of the Site) has been discharged or released and evidence of the same shall have been provided by the Owner to the Council and the County Council and further the Developer covenants that it shall not carry out, cause or permit to be carried out the Commencement of Development nor shall it cause or permit to be used any drawings or other material which is approved pursuant to the Permission to enable the Commencement of Development pursuant to the Permission unless and until the Mortgage so far as it relates to any part of the Site has been discharged or released and evidence of

the same shall have been provided by the Owner to the Council and the County Council

- 5.4 Save for the obligations 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:

5.4.1 individual purchasers, owners, occupiers or lessees of any Dwellings constructed on the Site pursuant to the Permission or their mortgagees or chargees; or

5.4.2 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.

- 5.5 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 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.

- 5.6 This Deed shall be registrable as a local land charge in the Register of Local Land Charged by the Council.

- 5.7 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.

- 5.8 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

- 5.9 Where planning permission is granted pursuant to section 73 of the 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) and the definitions of Application, Permission and Development in this Deed shall be construed to include reference to the application under section 73 of the 1990 Act, the planning permission granted thereunder and the development permitted by such subsequent planning permission

- 5.10 Subject to clause 5.9 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.
- 5.11 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.
- 5.12 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 and in circumstances where an Approval of Details Fee has been paid to the Council the approval or consent or expression of satisfaction as the case maybe will be given in line within any time period provided for doing so in this Agreement or as otherwise agreed or any agreed extension of time thereto.
- 5.13 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.
- 5.14 The Owner shall give the Council and the County Council fourteen days' notice in writing in accordance with clause 8 of this Deed in advance of the Commencement of Development and Occupation of the Site
- 5.15 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.
- 5.16 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

5.17 Without prejudice to the Council or County Council's statutory duties or clause 5.11 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.

5.18 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 to such expert as they may agree or (in default of agreement within 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 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)

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 Head of Planning and the Historic and Natural Environment of the County Council in writing of the actual Triggers within fourteen 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 within fourteen 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 5.4.

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 £1,150.00 (One Thousand One Hundred and Fifty Pounds) on completion of this Deed.

10. FEES

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

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
Plan

SCHEDULE 2

Affordable Housing

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Affordable Dwellings"	means Forty percent (40%) of the Dwellings to be constructed on the Site as Affordable Housing in accordance with the Affordable Housing Plan, Affordable Housing Tenure Mix and 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 Mix"	means the mix of types of the Affordable Dwellings that should reflect the sizes and house types of the Development as a whole unless otherwise agreed with the Council
"Affordable Housing Plan"	means the drawing to be submitted to and approved by the Council which shows the number, type, tenure and location of the Affordable Dwellings or such alternative plan as shall be agreed between Owner and the Council from time to time for the first approved plan;
"Affordable Housing Standard"	<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">• 1 bed Dwelling accommodates 2 people;• 2 bed Dwelling accommodates 4 people;• 3 bed Dwelling accommodates a minimum of people;• 4 bed Dwelling accommodates a minimum of 7 people <p>unless otherwise agreed in writing between the Owner and the Council</p>

"Affordable Tenure Mix"	Housing	means the mix of tenures of the Affordable Dwellings which shall be: (i) Seventy Seven percent (77%) Affordable Rented Dwellings; and (ii) Twenty Three percent (23%) Shared Ownership Dwellings unless otherwise agreed in writing between the Owner and the Council
"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;
"Chargee"		means any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed by such mortgagee or charge pursuant to the Law of Property Act 1925 or otherwise of the successors in title to such mortgagee or charge or receiver
"Eligible Household(s)"		means households whose needs are not met by the market having regard to local incomes and local house prices
"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;
"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;
"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;



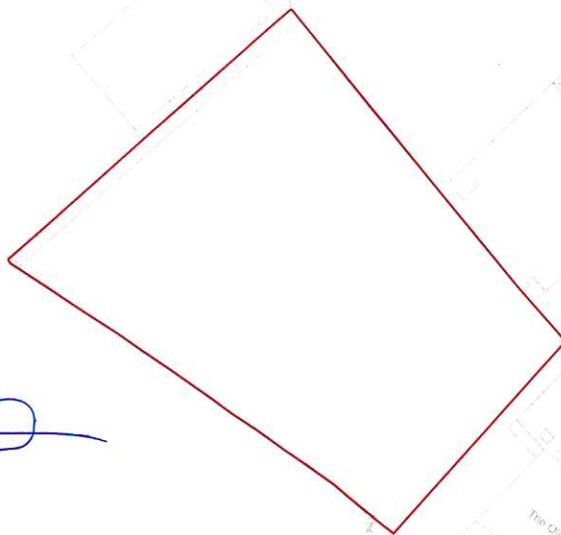
2022/23 - 85

AD

Paul Jeff

CLW

John



: Application Boundary

Development: Land East of Barkby Road, Queniborough, Leicestershire

Drawing No: 400_Location Plan

Project:

Scale: 1:1250 Date: 13.10.2020 Drawn:- Checked: Spec: A1

Rev:

A

B

C

Description:

Emergency Access Route Included

Red line updated

Red line updated

Date:

29/10/20

24/11/20

04/08/22



DAVIDSONS

"Shared Ownership means Affordable Housing Dwellings Occupied on shared Dwellings" 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 or only where prior agreed with the Council pursuant to paragraph 1.7 such other form of affordable home ownership recognised in Annex 2 of the NPPF

1. The Owner hereby covenants with the Council as follows:
 - 1.1 To submit the Affordable Housing Plan to the Council prior to the Commencement of Development and not to Commence Development until the Affordable Housing Plan has been approved in writing and thereafter to construct and provide the Affordable Dwellings in accordance with the approved Affordable Housing Plan unless otherwise agreed in writing with the Council
 - 1.2 Subject to the provisions of this Deed 40% of all Dwellings in the Development shall be constructed provided and Occupied in accordance with the terms of this Agreement as Affordable Dwellings (the number of Affordable Dwellings to be rounded to the nearest whole number as will the number of Affordable Dwellings by tenure)
 - 1.3 The Affordable Dwellings shall be provided in accordance with the Affordable Housing Tenure Mix and Affordable Housing Standard
 - 1.4 The Owner shall 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
 - 1.5 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 (Monday to Friday excluding bank holidays) of completion written evidence of completion of any transfer to a Registered Provider
 - 1.6 In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 1.4 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
- 1.7 In the event that paragraph 1.6 shall apply and the Council being satisfied with the evidence so provided the Owner shall in the first instance seek an alternative Affordable Housing Tenure Mix to be agreed with the Council and shall for a further period of 56 days use such reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider for the Affordable Dwellings
- 1.8 In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraphs 1.6 and 1.7 the Owner will propose the gifting of a reasonable proportion of the Affordable Dwellings to the Council or to a Registered Provider nominated by the Council to the effect that the value of the gifted units reflects as closely as possible the value of the Owner subsidy in seeking a transfer of the Affordable Dwellings specified in the Affordable Housing Plan the remaining Affordable Dwellings which have not been gifted shall be released from the affordable housing obligations of this Deed and sold as Market Dwellings
- 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;
- 1.9.4 the Registered Provider has the right to challenge the reasonableness of any management charges being charged by a Management Company in relation to the maintenance of the Open Space Land including any shared car parking areas; and
- 1.9.5 The Registered Provider enters (where required by the Council) 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

- 1.10 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Affordable Housing Plan and Affordable Housing Tenure Mix 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 affordable housing provisions in this Agreement which provisions shall determine absolutely
 - 1.10.2 any person who exercises a statutory or contractual right to 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 a mortgagee or successor in title to any of the above

SCHEDULE 3

OPEN SPACE LAND and CONTRIBUTIONS

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings

Definitions

"Allotment Contribution"	means the sum of £5,646.00 (Five Thousand Six Hundred and Forty Six Pounds) Index Linked to be paid by the Owner to the Council for the purpose of providing allotments within the parish of Queniborough.
"Completion Certificate"	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;
"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;
"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 this Schedule applying in relation to the Open Space Land;
"Management Company"	means a management company or companies or other body set up for the purposes of managing and maintaining the Open Space Land in accordance with the Open Space Specification and undertaking the collection of sufficient maintenance costs for those purposes;
"Management Scheme"	means a written scheme prepared by the Owner for setting up or appointment of the Management Company or Companies expressing the name of the proposed company

and how it is intended to carry out the functions of the Management Company

"Off Site Open Space Contribution" means the sum of £47,700 (Forty Seven Thousand Seven Hundred Pounds) Index Linked to be paid by the Owner to the Council for the purpose of providing off site recreation space for young people within the vicinity of the Site.

"Open Space Land" means any land which is identified in a reserved matters approval as Open Space Land for the benefit of the Development (though not precluding like usage and access by the general public) including sustainable urban drainage systems (SUDS)

"Open Space Specification" means a document confirming:

- (a) details of the Open Space Works including a programme for delivery, design specification and landscaping treatments together with equipment for the Play Areas (if any) ;
- (b) details for the maintenance standards that are to be adhered to whilst the Open Space Land is in existence;
- (c) a means by which public access to the Open Space will be secured in perpetuity; and
- (d) details of the arrangements for satisfactory permanent funding for the maintenance of the Open Space Land.

"Open Space Works" means the works to lay out plant and construct the Open Space Land or any part thereof;

"Outdoor Sports Contribution" means the sum of £26,469 (Twenty Six Thousand Four Hundred and Sixty Nine Pounds) Index Linked to be paid by the Owner to the Council for the purpose of providing off site outdoor sports provision including pitches within the vicinity of the Site

Open Space Land and Contributions

The Owner hereby covenants with the Council as follows

- 1 Not to Commence Development until the Open Space Specification for the Site has been submitted to and approved in writing by the Council.
- 2 No more than 80% of the Dwellings are to be Occupied until the Completion Certificate in relation to the Open Space Works for the Site has been issued in accordance with paragraph 3 or as otherwise agreed by the Council and the Open Space Land has been made available for use by the general public.
- 3 Following completion of the Open Space Works:
 - 3.1 to serve notice on the Council inviting them to inspect the Open Space Works and issue a Completion Certificate confirming that such works have been completed in accordance with the approved Open Space Specification;
 - 3.2 the Council will inspect the Open Space Works within thirty Working Days and may identify remedial works necessary to comply with the approved Open Space Specification and shall serve notice of any remedial works on the Owner to complete such notified remedial works in accordance with the approved Open Space Specification;
 - 3.3 upon completion of any such remedial works, to serve notice on the Council inviting them to inspect those remedial works and issue a Completion Certificate confirming that such works have been completed in accordance with the approved Open Space Specification;

PROVIDED THAT if the Council fails to inspect the Open Space Works within thirty Working Days of receipt of the notice of invitation from the Owner or fails to issue a Completion Certificate within thirty Working Days of the inspection where no remedial works have been identified by written notice served on the Owner then the Completion Certificate shall be deemed to have been issued at the end of those specified periods unless an extension of time for issuing the Completion Certificate has been agreed in writing between the Council and the Owner PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 3.2 and 3.3 shall be repeated until such time as the Council issue a Completion Certificate or a Completion Certificate shall be deemed to have been issued in relation to the Open Space Works.

4 Following issue or deemed issue of the Completion Certificate in respect of the Open Space Works to maintain the Open Space Works for the Maintenance Period in accordance with the approved Open Space Specification.

5 On expiration of the Maintenance Period:

5.1 to serve notice on the Council inviting them to inspect the Open Space Works and issue a Final Certificate confirming that such works have been maintained in accordance with the approved Open Space Specification;

5.2 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 within thirty Working Days (or such other time period as may be prior agreed in writing with the Council);

5.3 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 5.2 and issue a Final Certificate confirming that such works have been completed in accordance with the approved Open Space Specification

PROVIDED THAT if the Council fails to inspect the Open Space Works within thirty Working Days of invitation from the Owner or fails to issue a Final Certificate within thirty Working Days of the inspection where no remedial works have been identified then the Final Certificate shall be deemed to have been issued at the end of those specified periods unless an extension of time for issuing the Final Certificate has been agreed in writing between the Council and the Owner PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 5.2 and 5.3 shall be repeated until such time as the Council issue a Final Certificate or a Final Certificate shall be deemed to have been issued in relation to the Open Space Works

6 To maintain the Open Space Works in accordance with the relevant approved Open Space Specification until the Final Certificate is issued and thereafter to maintain the Open Space Works in accordance with the approved relevant Open Space Specification unless and until such time the Open Space Land is transferred to the Management Company.

7 The Owner covenants that it will

(a) submit to and obtain the Council's approval to a Management Company Scheme in respect of the Open Space Land prior to the first Occupation of the first Dwelling;

- (b) within three months of the issue of the Final Certificate transfer the Open Space Land to the Management Company or appoint the Management Company to manage the Open Space.
- 8. Where any part of the Open Space Land is to be transferred to or managed by a Management Company the Management Company shall ensure that an appropriate mechanism is in place for recovery from owners of the Dwellings of the maintenance costs for the Open Space Land as detailed in the Management Company Scheme for all Dwellings.
- 9. To meet any shortfall in costs of the Management Company (if any) in respect of unsold Dwellings until such time as all the Dwellings have been sold.
- 10. The Owner shall secure that each transfer to the purchaser of each Dwelling or part thereof shall include provisions dealing with the following:
 - (a) an obligation on the purchaser to become a member of the Management Company save unless the Management Company already exists or is a professional Management Company not set up for the purpose of maintaining the Open Space on the Site ; and
 - (b) a covenant by the purchaser to pay a contribution to the Management Company as the Management Company shall reasonably require; and
 - (c) each transfer of the Dwelling (or part thereof) shall contain an application to the Chief Land Registrar to place a Restriction on the Land Registry Proprietorship Register for that Dwelling (or part thereof) stating that except under an order of the Registrar any future disposal of the Title interest in the dwelling (or part) shall only be registered if accompanied by a certificate from the Management Company (or its solicitors) confirming compliance with this paragraph (so far as relevant).
- 11. In the event the Management Company became insolvent or was otherwise unable to perform its duties to manage and maintain the Open Space Land and until alternative arrangements for effectively doing so were put in place to the reasonable satisfaction of the Council, or if agreed by the Council arrangements made so that the Council may itself receive all payments that would or should have otherwise been paid to the Management Company subject to the Council using all such monies for the purposes of meeting the said management and maintenance obligations including appointing its own Management Company to do so

- 12 To ensure that any subsequent transfer of land comprising the Open Space contains the following covenants for the benefit of the Landowners' retained land
- 12.1.1. restriction preventing use for any purpose other than as public open space for use by the general public
 - 12.1.2. not to be used for a trade or business
 - 12.1.3. not to be used for residential purposes
 - 12.1.4. to keep the land in good repair and condition
 - 12.1.5. not to obstruct the public highway
 - 12.1.6. to keep and properly maintain the boundaries in good repair and condition
 - 12.1.7. to properly keep and maintain landscaping
 - 12.1.8. to keep and maintain the land in a clean and tidy condition
 - 12.1.9. not to cause or knowingly permit any nuisance on the land
 - 12.1.10. on any transfer or transfer of part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the owner for the benefit of the whole or relevant parts of the retained land to observe and perform these covenants
 - 12.1.11. not to erect any buildings or other erections except equipment ancillary to the purpose for which the land is transferred
- 13 The Owner will pay to the Council the Allotment Contribution, the Off Site Open Space Contribution and the Outdoor Sports Contribution not later than the Occupation of the 10th Dwelling and shall not Occupy the 11th Dwelling until the Allotment Contribution, the Off Site Open Space Contribution and the Outdoor Sports Contribution have been paid to the Council in full including any sum due for Indexation or Interest

SCHEDULE 4

Biodiversity Mitigation Strategy

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

Definitions

Biodiversity Compensation	Impact	means a payment (Index Linked) calculated using cost model WCCv19.1 or a cost model mandated under the Environment Act 2021 by the relevant secretary of state payable by the Owner to the Council towards the enhancement and security of long term management of biodiversity within the vicinity of the Site;
Biodiversity Strategy	Mitigation	<p>means a strategy for biodiversity mitigation which is to include:</p> <ul style="list-style-type: none">• a new BIA assessment with an agreed baseline for the Site• details of the mitigation measures to be provided, which may include Nature England's District Level Licencing Scheme for Great Crested Newts, to ensure as a minimum requirement no net loss of biodiversity for the Site measured in habitat units which will take the form preferably of provision of the On Site Biodiversity Area, or if agreed by the Council, equivalent provision by the Off Site Biodiversity Area, or as a last resort payment of the Biodiversity Impact Compensation or a combination of these forms
"Biodiversity Scheme"		means the scheme to be submitted to the Council which is informed by the Biodiversity Mitigation Strategy and which provides for the following:

- The identification of any On Site Biodiversity Area and/or Off Site Biodiversity Area and any works or planting to be carried out on those areas;
- Arrangements for the implementation of the Biodiversity Scheme including timetable for provision, inspection and certification by a qualified ecologist that the area has been provided in accordance with the agreed details;
- The management and maintenance arrangements and standards for any On Site Biodiversity Area or Off Site Biodiversity Area for not less than 30 years from the date of implementation of the Biodiversity Mitigation Strategy; and
- The arrangements for inspection and monitoring (including access for the purposes of inspection and/or monitoring if necessary) and the identification and carrying out of remedial works needed to comply with the approved Biodiversity Scheme;

“Off Site Biodiversity Area” means the area or areas which may, if agreed with the Council, be provided in the vicinity the Site in accordance with the Biodiversity Scheme for the purposes of biodiversity mitigation

“On Site Biodiversity Area” means the area or areas which may be provided on the Site in accordance with the Biodiversity Scheme for the purposes of biodiversity mitigation;

Biodiversity Mitigation Strategy

The Owner hereby covenants with the Council as follows:-

1. To submit the Biodiversity Mitigation Strategy with the first reserved matters application to the Council for approval and thereafter to provide the mitigation required by the approved Biodiversity Mitigation Strategy and in accordance with the provisions of paragraphs 2-4.
2. To provide the On Site Biodiversity Area in accordance with the agreed Biodiversity Scheme or where it has been agreed in the approved Biodiversity Mitigation Strategy that the provision of all or part of the On Site Biodiversity Area is not possible, to provide

the agreed Off-Site Biodiversity Area in accordance with the agreed Biodiversity Scheme and/or pay the agreed Biodiversity Impact Compensation to the Council in lieu of provision of all or part of the On Site Biodiversity Area.

3. If the approved Biodiversity Mitigation Strategy requires the Owner to provide the On Site Biodiversity Area and /or the Off Site Biodiversity Area the Owner shall:
 - 3.1 prior to Commencement of Development submit the Biodiversity Scheme to the Council for approval and thereafter to implement the Biodiversity Scheme in accordance with the agreed details.
 - 3.2 provide the On Site Biodiversity Area and/or the Off Site Biodiversity Area in accordance with the timetable agreed in the Biodiversity Scheme or in the absence of an agreed timetable then prior to the Occupation of 70% of the Dwellings and not to Occupy more than 70% of the Dwellings until the Biodiversity Scheme has been implemented in full.
 - 3.3 maintain and manage the On Site Biodiversity Area or the Off Site Biodiversity Area in accordance with the arrangements and to the standard agreed in the approved Biodiversity Scheme including carrying out remediation works notified to the Owner by the Council
4. If the approved Biodiversity Mitigation Strategy provides for the Biodiversity Impact Compensation to be paid in lieu of provision of all or part of the On Site Biodiversity Area to pay the agreed Biodiversity Impact Compensation due to the Council in full prior to Commencement of the Development and not to Commence the Development until the Biodiversity Impact Compensation has been paid to the Council in full including any sums due to Indexation or Interest

SCHEDULE 5

Libraries, Civic Amenity and County Council Monitoring Fee

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Civic Contribution"	Amenity	means the sum of £2,584.00 (Two Thousand Five Hundred and Eighty Four Pounds) (Index Linked) payable by the Owner to the County Council payable towards enhancing the capacity at the Mountsorrel Household Waste and Recycling Centre;
"County Monitoring Fee"	Council	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 costs of monitoring compliance with the obligations contained in this Deed and due to the County Council;
"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 the provision of materials such as books and audiobooks for loan and for reference together with equipment to account for the additional use from the Development at East Goscote Library.

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 Library Contribution to the County Council prior to First Occupation of any of the Dwellings; and
 - 1.3 to pay the Civic Amenity Contribution prior to First Occupation of any of the Dwellings.

SCHEDULE 6

Bus Passes, Travel Packs and Bus Stop Enhancements

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Bus Pass"	means two adult bus passes entitling the holder of each bus pass to travel free of charge on local bus services over a period of six months commencing from the First Occupation of each Dwelling;
"Bus Pass Contribution"	means the sum of up to One Thousand and Twenty Pounds (£1020.00) for two Bus Passes (£510 per Bus Pass) per Dwelling (Index Linked) payable by the Owner to the County Council towards the provision of Bus Passes;
"Bus Stop Contribution"	means the sum of Seven Thousand Pounds (£7,000.00) (Index Linked) towards enhancements to the two nearest bus stops to the Site as described in paragraph 1.9 below
"Travel Pack"	means a pack of information produced by the Owner or the County Council for each Dwelling providing information on public transport and other means of travel 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 Fifty Two Pounds and Eighty Five Pence (£52.85) per Dwelling (Index Linked) 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

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

Travel Packs and Bus Passes

- 1.1. The Owner covenants with the County Council that it shall elect in writing to the County Council prior to Commencement of Development to EITHER:

- 1.1.1 pay the Travel Pack Contribution to the County Council prior to first Occupation of the first Dwelling AND comply with Clause 1.5 below or

- 1.1.2 deliver one Travel Pack (having submitted it in draft form to the County Council prior to Commencement of Development and had it approved in writing by the County Council accordingly) directly to each Dwelling upon first Occupation AND comply with Clause 1.3 below.
- 1.2. In the event that the Owner elects to provide the Travel Packs itself pursuant to Clause 1.1.2 above then the Owner covenants with the County Council to submit a sample Travel Pack to the County Council together with the County Council's administration fee of FIVE HUNDRED POUNDS (£500) for approval in writing and not to Occupy any Dwelling until such approval has been given (such approval not to be unreasonably withheld or delayed). The Owner further covenants with the County Council to deliver one Travel Pack directly to each Dwelling upon first Occupation. FOR THE AVOIDANCE OF DOUBT if the County Council has not approved the Travel Pack prior to first Occupation of the first Dwelling then the Owner shall pay the Travel Pack Contribution to the County Council prior to first Occupation of any Dwellings.
- 1.3. In the event that the Owner elects to provide the Travel Packs itself pursuant to Clause 1.1.2 above then where the first Occupier of each Dwelling submits a valid application form for a Bus Pass or Bus Passes within six (6) months of first Occupation by that Occupier the Owner shall promptly supply such Occupier the Bus Passes requested.
- 1.4. In the event that the Owner elects to provide the Travel Packs and Bus Passes itself in accordance with Clauses 1.1.2 and 1.3 then the Owner covenants with the County Council to notify the County Council in writing every six (6) months (in the period beginning with first Occupation of the first Dwelling and ending with the first Occupation of the last Dwelling) of the number of Travel Packs and Bus Passes issued in the previous six (6) month period.
- 1.5. In the event that the Owner elects to pay the Bus Pass Contribution pursuant to Clause 1.1.1 above then the Owner shall pay to the County Council the Bus Pass Contribution in the following instalments:
- 1.5.1 25% prior to the first Occupation of any Dwelling and
- 1.5.2 the remaining 75% prior to the Occupation of 25% of Dwellings 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% but for the avoidance of doubt in the event that a smaller percentage is agreed the Owner remains liable until 7 months after first Occupation of the final

Dwelling to pay to the County Council on demand any additional percentage of the Bus Pass Contribution as may be required to meet the take up of Bus Passes.

- 1.6. In order to secure raised kerb provision at the nearest two bus stops to the Site being on Syston Road (adjacent Barkby Rd bus stop no 260007805) and at Syston Road (opposite Avenue Road– bus stop no 260007804) the Owner will pay to the County Council the Bus Stop Contribution (at a cost of £3,500 per stop) to support modern bus fleets with low floor capabilities prior to the Occupation of any Dwellings.

SCHEDULE 7

Healthcare Contribution

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

“Healthcare Contribution” means the sum of £25,315.62 (Twenty Five Thousand Three Hundred and Fifteen Pounds and sixty Two Pence) (Index Linked) payable by the Owner to the Council towards increasing patient capacity at The County Practice at Syston and the Jubilee Medical Practice at Syston to accommodate patients from the Development.

1. 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 Occupy or to permit first Occupation of any of the Dwellings until the Healthcare Contribution has been paid in full to the Council.

SCHEDULE 8
Council's Covenants

1. In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

Health Body	West Leicestershire Clinical Commissioning Group or successor body
-------------	---

2. The Council covenants with the Owner as follows:

- 2.1 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
- 2.2 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
- 2.3 To pay the Healthcare Contribution to the Health Body upon receipt of written confirmation from the Health Body that they will:-
 - 2.3.1 apply the Healthcare Contribution for the purposes set out in this Deed;
 - 2.3.2 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
 - 2.3.3 return any unspent or uncommitted part of the Healthcare Contribution to the Council after the expiry of ten years from the date of receipt of the Healthcare Contribution by the Council regardless of when the same was paid to the Health Body.
- 2.4 To repay to the Owner any unspent monies received by them pursuant to paragraph 2.3.3 of this Schedule within 28 Working Days of receipt from the Health Body.
- 2.5 To apply the Allotment Contribution, the Off Site Open Space Contribution and the Outdoor Sports Contribution and the Biodiversity Mitigation Compensation (if paid) for the purposes set out in this Deed and for no other purposes and to return any unspent or uncommitted part of each of the said Contributions to the Owner after the expiry of ten years from the date of receipt of each such Contribution by the Council save for any part of the Biodiversity Mitigation Compensation (if paid) that

is identified in its calculation as being for maintenance or management which or the avoidance of doubt shall not be repayable.

- 2.6 The Council shall within 28 days of written request provide to the Owner details of the expenditure of any of the contributions paid to the Council pursuant to this Deed
- 2.7 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed and given to the Council when satisfied that such obligations have been performed

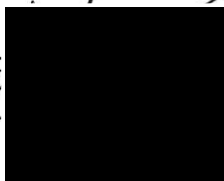
SCHEDULE 9
County Council's Covenants

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

- 1.1. The County Council shall spend the Civic Amenity Contribution, the Library Contribution the Bus Stop 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 Library Contribution the Bus Stop 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 10 years of receipt of each payment (or 9 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 person that made the payment so much of the Civic Amenity Contribution, the Library Contribution the Bus Stop Contribution and Travel Pack Contribution (if received), as shall remain uncommitted together with any interest accrued;
- 1.3. In respect of the Buss Pass Contribution (if received)
 - 1.3.1. To apply the Buss Pass Contribution solely for the provision of Buss Passes to the occupants of Dwellings who complete and return the application forms in the Travel Pack within 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 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 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.

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

THE COMMON SEAL OF)
Charnwood Borough Council)
was affixed in the presence of:)


Authorised Signatory: 



THE COMMON SEAL OF)
Leicestershire County Council)
was affixed in the presence of:)

Authorised Signatory: 



SIGNED as a Deed by
TREVOR WILLIAM DUNNE
in the presence of: 

Witness 

Witness Name TIMOTHY SMITH

Witness Address 44 SPRINGFIELD CLOSE
BURTON ON THE WOLDS
LOUGHBOROUGH
LEICS LE12 5AN

Occupation
ASST TEACHER.

SIGNED as a Deed by
JULIET ELIZABETH DUNNE
in the presence of:

)
)



Witness

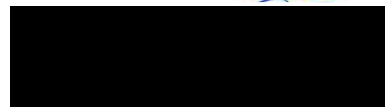


Witness Name TIMOTHY SMITH

Witness Address 44 SPRINGFIELD CLOSE
BURTON ON THE WOLDS
LOUGHBOROUGH
LEICS LE12 5AN

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

)
)



Witness



Witness Name Edward Pajus

Witness Address 207 Leicester Road
Ilstock
LE67 6HP