

DATED

11 October

2022

(1) PETER JOHN NEEDHAM ASTILL

(2) CHARNWOOD BOROUGH COUNCIL

(3) LEICESTERSHIRE COUNTY COUNCIL

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

relating to the development of land off Humble Lane, Cossington

Application Reference: P/20/2393/2

THIS DEED is made the 11 day of October 2022

BETWEEN

- (1) PETER JOHN NEEDHAM ASTILL of Quebec House Farm, Sileby, Loughborough, Leicestershire LE12 7NH ("the Owner");
- (2) CHARNWOOD BOROUGH COUNCIL of Southfield Road, Loughborough, LE11 2TX ("the Council"); and
- (3) LEICESTERSHIRE COUNTY COUNCIL of County Hall, Leicester Road, Glenfield, Leicester LE3 8RA ("the County Council")

BACKGROUND

1. The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the planning obligations hereby created are enforceable.
2. The County Council is the local highway authority and the authority responsible for the provision of civic amenities education and libraries for the area in which the Site is situated.
3. The Owner is the freehold owner of that part of the Site registered at the Land Registry with title absolute under title number LT383085 shown edged red on Plan 2 which is the land bound by the terms of this Deed ("the Obligation Land").
4. The beneficiary of the lease registered at entry number 1 of the Schedule of Leases on title number LT383085 has not been included as a party to this Deed as a formal break notice has been served to terminate the lease and at entry number 2 as Clause 8.4 provides that this Deed shall not bind a statutory undertaker's interest
5. Part of the Obligation Land is subject to a tenancy in favour of Alan Charles Dayman. Notice to terminate that tenancy (in so far as it affects the Obligation Land) has been served, and the Owner warrants that the tenant has vacated the Obligation Land and the Council has exercised the discretion to exclude the tenant as a signatory to this Agreement on the proviso that the Owner shall notify the Council upon the termination of the tenancy (in so far as it affects the Obligation Land) and shall not cause or permit the Commencement of Development prior to the termination of that tenancy (in so far as it affects the Obligation Land).
6. Clarendon Land and Developments Limited submitted the Application to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
7. The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council and the County Council against the Owner and their successors in title pursuant to Section 106 of the Act in the event that the Planning Permission is granted.
8. The parties to this Deed have given due consideration to the provisions of Regulation 122 of the CIL Regs (to the extent relevant to the obligations in this Deed).

DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this Deed:

Act

the Town and Country Planning Act 1990;

Affordable Housing	has the meaning given to it in the National Planning Policy Framework July 2021 published by then Department for Housing Communities and Local Government and is provided to eligible households whose needs are not met by the market having regard to local incomes and local house prices as amended or replaced from time to time;
Affordable Housing Scheme	<p>a scheme for the Site to be submitted to and agreed by the Council for the provision of Affordable Housing within the Development which:</p> <ul style="list-style-type: none"> i) provides for 40% of any Dwellings forming part of the Development as Affordable Housing; ii) identifies the tenure mix to be provided in accordance with the Affordable Housing Tenure Mix; iii) provides for the Affordable Housing Dwellings being in accordance with the Affordable Housing Standard; iv) provides for the construction of the Affordable Housing Dwellings in clusters of no more than 10 Affordable Housing Dwellings and such clusters shall not be contiguous with each other either within this Development or an adjoining Development; and v) provides the timing of construction of the Affordable Housing in relation to the occupancy of the Market Housing Dwellings <p>unless otherwise agreed in writing between the Owner and the Council (both parties acting reasonably);</p>
Affordable Housing Dwellings	those Dwellings within an Affordable Housing Scheme complying with the definition of Affordable Housing;
Affordable Housing Dwelling Mix	the mix of types of the Affordable Housing Dwellings to be agreed through the Reserved Matters Application(s) which should reflect the sizes and house types of the Development as a whole unless otherwise agreed with the Council (both parties acting reasonably);
Affordable Housing Tenure Mix	<p>the mix of tenures of the Affordable Housing Dwellings which shall be:</p> <ul style="list-style-type: none"> (i) 77% for Affordable Rented Dwellings and or Social Rented Dwellings; and (ii) 23% Shared Ownership;

		unless otherwise agreed in writing between the Owner and the Council (both parties acting reasonably);
Affordable Rented Units		those Affordable Housing Dwellings to be let by the Registered Provider to households who are eligible for social rented housing and subject to rent controls that require a rent of no more than 80% of local market rents (including service charges, where applicable);
Affordable Housing Standard		to an external standard which is no less than that of the Market Dwellings;
Allotments Provision		that 0.10ha of the Development which may be provided for allotments (to be agreed in a Reserved Matters Approval);
Allotments Contribution		in the event that the Owner does not make Allotments Provision on Site the sum of £14,680.00 (Fourteen Thousand Six Hundred And Eighty Pounds) (Index Linked) payable to Council for use towards off-site provision or enhancement of allotment facilities in Cossington;
Application		the application for planning permission for development of the Site for up to 130 dwellings, provision of land for school expansion, open space and children's play area. Outline application with all matters reserved except access validated by the Council on 11 February 2021 and allocated reference number P/20/2393/2;
Approval of Details Fee		the sum of £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;
Biodiversity Compensation	Impact	a payment (Index Linked) calculated using cost model WCCv19.1 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>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 to ensure as a minimum requirement of 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 payment of the Biodiversity Impact Compensation or a combination of the two;

Bus Passes	up to two adult bus passes per Dwelling entitling the holder of each bus pass to travel free of charge on local bus services within the vicinity of the Development over a period of at least six months commencing from Occupation of each Dwelling and "Bus Pass" shall be construed accordingly;
Bus Pass Contribution	the sum of £860.00 (Eight Hundred and Sixty Pounds) per Dwelling to be paid by the Landowner to the County Council for the provision of up to two adult Bus Passes per Dwelling for the first occupants of that Dwelling;
Chargee	any 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 Housing Dwellings;
Chargee's Duty	the tasks and duties set out in paragraph 37 of Schedule 2 to this Deed;
Civic Amenity Contribution	the sum of £6,717.00 (Six Thousand Seven Hundred and Seventeen Pounds) to be paid by the Owner to the County Council towards the increase and improve of the facilities at Mountsorrel Waste and Recycling Facility;
Commencement Development	of the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Deed and for no other purpose be deemed not to be material operations and "Commencement" and "Commence" shall be construed accordingly;
Community Contribution	Facilities the sum of £200,000 (Two Hundred Thousand Pounds) (Index Linked) to be paid by the Owner to the Council towards the provision and enhancement of community meeting facilities in the locality;
Council Monitoring Fee	the sum of £328 (Three Hundred and Twenty Eight Pounds) Index Linked plus an additional £409 (Four Hundred and Nine Pounds) (Index Linked) for each contribution or compensation payment to be paid to the Council under the terms of this Deed and payable towards the Council's monitoring of this Deed and the Development;

County Council Monitoring Costs Contribution	the sum of £300.00 (Three Hundred Pounds) or 0.5% of the value of any contribution due under this Agreement to the County Council per obligation the greater amount payable towards the County Council's costs of monitoring compliance with the obligations contained within the Schedule 3;
Development	the development of the Site as specified in the Application;
Disposals	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	any single dwelling unit constructed on the Site pursuant to the Planning Permission intended for Occupation by one or more private individuals whether or not an Affordable Housing Dwelling and Dwellings shall be construed accordingly;
Early Years Education Contribution	the sum of £98,422.35 (Ninety Eight Thousand Four Hundred and Twenty Two Pounds and Thirty Five Pence) to be paid by the Owner to the County Council to be applied towards providing early years learning facilities at early years providers or schools in the locality of the Development which the residents of the Development would usually be expected to attend, or the creation of new premises to meet the needs of the Development;
Eligible Households	households whose needs are not met by the market having regard to local incomes and local house prices;
Highway Contribution	the sum of £8,000.00 (Eight Thousand Pounds) to be paid by the Owner to the County Council to be used to provide raised kerb provision at the two nearest bus stops to the Site;
Healthcare Contribution	the sum of £95,739.07 (Ninety Five Thousand Seven Hundred and Thirty Nine Pounds and Seven Pence) (Index Linked) to be paid by the Owner to the Council to be used to increase and improve facilities at The Banks and Highgate Medical Centre surgeries in Sileby to account for the additional users generated by the Development;
Healthcare Provider	Leicester, Leicestershire and Rutland Clinical Commissioning Groups or successor organisation;
Homes England	the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising functions in relation to the funding of Affordable Housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions;

Index	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") 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 and Index means for the monitoring contributions pursuant to clause 18.1 and Part 11 of Schedule 3, Travel Pack Contribution, and Bus Pass Contribution the CPI and for the Highway Contribution the RCRC or in the event of discontinuance any replacement thereof or such alternative index as may be proposed by the Owner and agreed by the Council;
Index Linked	adjusted in accordance with clause 15;
Interest	interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time;
Libraries Contribution	the sum of £3,920.00 (Three Thousand Nine Hundred and Twenty Pounds) to be paid by the Owner to the County Council to be used towards the improvement of facilities at Sileby Library, Cossington Road, Sileby to provide additional materials for the increase in users generated by the Development;
Management Entity	such body or bodies as may be nominated or established by the Owner for the purpose of accepting a transfer of the Open Space and carrying out the long term management and maintenance of the Open Space;
Market Housing Dwelling	a Dwelling constructed as part of the Development which shall be general market housing for sale on the open market and which is not an Affordable Housing Dwelling and " Market Housing Dwellings " shall be construed accordingly;
Material Operation	a material operation as defined in Section 56(4)(a)-(e) of the Act carried out on the Site pursuant to the Planning Permission;
Nomination Agreement	an agreement between the Registered Provider and the Council which entitles the Council to seek 100% nomination rights for initial lets of the Affordable Rented Dwellings and the Social Rented Dwellings and 75% nomination rights for relets;
Occupation	occupation of a Dwelling for the purposes permitted by the Planning Permission but not including occupation by

personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy”, “Occupied”, and “Occupier” shall be construed accordingly;

On Site Biodiversity Area the area or areas which may be provided on the Site for the purposes of biodiversity mitigation;

On Site Biodiversity Scheme 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 the On Site Biodiversity Area and any works or planting required; and
- Arrangements for the implementation of the scheme including timetable for provision and certification that the On Site Biodiversity Area has been provided in accordance with the approved details
- The management and maintenance arrangements and standards for the On Site Biodiversity Area for not less than 30 years from the date of implementation of the Biodiversity Mitigation Strategy
- The arrangements for ongoing inspection and monitoring (including access to the site for the purposes of inspection and monitoring if necessary) and carrying out of remedial works to comply with the approved On Site Biodiversity Scheme;

Open Market Value the estimated amount for which an Affordable Housing Dwelling would be sold on the open market as a Market Housing Dwelling between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

Open Space that part of the Development to be provided on the Site as open space available for access by members of the general public and to include the following:

1. Minimum 0.10 Ha multi-function green space
2. Minimum 0.62 Ha Natural and Semi-Natural Open Space
3. Minimum 0.14 Ha Amenity Green Space
4. Provision for children in the form of a LEAP (1 facility)

5. Provision for young people (1 facility comprising either a NEAP (minimum 0.1Ha) or other appropriate equipment or facilities for young people as may be agreed with the Council)

and where agreed pursuant to a Reserved Matters Approval the Outdoor Sports Facilities Provision and the Allotment Provision;

Open Space Scheme

a scheme for the provision laying out (in accordance with the relevant Reserved Matters Approval) and management and maintenance of the Open Space which shall include:

- 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;

Outdoor Provision	Sports	Facilities	that 0.81ha of the Development which may be provided on Site for out-door sports facilities (to be agreed in a Reserved Matters Approval and to accord with the Council's and the applicable National Governing Body requirements and Performance Quality Standards for provision of outdoor sports facilities);
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Outdoor Contribution	Sports	Facilities	in the event that the Owner does not make Outdoor Sports Facilities Provision on Site the sum of £42,817.00 (Forty Two Thousand Eight Hundred And Seventeen Pounds)) (Index Linked) payable to the Council towards off-site outdoor sports facilities at Cossington Recreation Ground or alternative location in the vicinity of the Site as may be agreed by the Parties;
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Parish Council	Cossington Parish Council;
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Plan 1	the plan labelled "Plan 1" showing the Site attached to Appendix 1 of this Deed;
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Plan 2	the plan labelled "Plan 2" showing the Obligation Land attached to Appendix 1 of this Deed;
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Planning Obligation	any of the obligations set out in Schedules 2 and 3 of this Deed and Planning Obligations shall be construed accordingly;
Planning Permission	the planning permission subject to conditions to be granted by the Council pursuant to the Application substantially in the form set out in Schedule 7;
Practical Completion	the issue of a certificate of practical completion shall have been issued for the purposes of the Building Act 1984 and the Building Regulations 2010 (SI 2010/2214) and "Practical Completion" shall be construed accordingly;
Primary Contribution	Education the sum of £928,571.42 (Nine Hundred Twenty Eight Thousand Five Hundred Seventy One Pounds and Forty Two Pence) to be paid by the Owner to the County Council to be applied towards the extension of Cossington Primary School to meet the needs of the Development;
Protected Tenant	any tenant who: <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling; or (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling; (c) was granted a Shared Ownership Lease (or similar arrangement where a share of an Affordable Housing Dwelling is owned by the tenant and a share is owned by the Registered Provider in respect of an Affordable Housing Dwelling and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Dwelling;
Registered Provider	either the Council or a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England or any other body who may lawfully provide or fund Affordable Housing from time to time;
Reserved Matters Approval	an approval of details by the Council submitted pursuant to condition 2 of the Planning Permission
School Haul Route	an access route to the School Land as proposed by the Owner and approved by the County Council (both acting reasonably);

School Land		a 0.6 hectare area of land within the Site in the approximate location shown edged blue on the School Land Plan or in such other reasonable position as is agreed between the Owner and the Council (in consultation with the County Council acting reasonably as the education authority, highway authority and a local planning authority) provided that the School Land shall be in close proximity to Cossington Primary School;
School Land Plan		the plan attached to this Deed at Appendix 1 entitled School Land Plan;
School Land Purposes		use for the extension of Cossington Primary School by an additional half form of entry;
Serviced		land at the boundary of which all Services are available;
Services		include gas, electricity, potable water, foul and storm drainage, telecommunications and broadband internet. Provided that the County Council provide full details of the necessary capacities prior to the Owner applying for any technical approvals, the utilities shall be of a capacity and other specifications that would enable the installation of a sprinkler system by the County Council in accordance with Leicestershire County Council's Policy on Use of Sprinkler Systems dated October 2019 (Issue 2.0);
Secondary Contribution	Education	the sum of £18,726.90 (Eighteen Thousand Seven Hundred and Twenty Six Pounds and Ninety Pence) to be paid by the Owner to the County Council to be applied towards improving remodelling or enhancing Humphrey Perkins School or such other secondary school as will provide additional capacity to accommodate pupil growth from the Development;
Shared Ownership Dwellings		an Affordable Housing Dwelling purchased on a shared equity basis, whereby initially not more than 75% and not less than 25% of the equity is offered to the purchaser, the freehold of which is initially vested in a Registered Provider with the flexibility to Staircase to 100% of the equity;
Shared Ownership Lease		a lease for an Affordable Housing Dwelling the terms of which provide for ownership to be shared between the Occupier and a landlord under which the Occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest such lease to include the Homes England model clauses for shared ownership dwellings published from time to time;
Site		the property to which the Application relates and shown for the purposes of identification only edged red on the Plan 1;

Site Inspection Fee		the sum of £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
Social Rented Dwellings		Affordable Housing Dwellings to be owned by a Registered Provider with rents at a level set in accordance with guideline target rents set by Homes England as determined through the national rent regime;
Special Contribution	Education	the sum of £36,300.78 (Thirty Six Thousand and Three Hundred Pounds and Seventy Eight Pence) to be paid by the Owner to the County Council towards the provision of special educational needs facilities at Ashmount School in Loughborough or such other special educational needs facilities as will provide additional capacity to accommodate pupil growth from the Development
Staircase		the exercise of the right of a purchaser under a Shared Ownership Lease to increase their ownership in an Affordable Housing Dwelling up to 100% (one hundred percent) of the ownership in the relevant Affordable Housing Dwelling and " Staircased " shall be construed accordingly;
Transfer		a freehold transfer (or the making of a freehold transfer) of land with full title guarantee and vacant possession and free from encumbrances and " Transferred " shall be construed accordingly;
Travel Pack		a pack produced by the County Council for each Dwelling including two Bus Pass forms and providing information on public transport and other means of travel to and from the Development other than by the private car;
Travel Pack Contribution		the sum of £52.85 per Dwelling to be paid by the Owner to the County Council as a contribution towards the provision of one Travel Pack per Dwelling;
Travel Plan		the travel plan submitted as part of the Application;
Travel Plan Coordinator		an individual to be approved in writing by the County Council acting reasonably whose responsibility is to monitor and implement the Travel Plan;
Travel Plan Monitoring Fee		the sum of £6,000 to be paid by the Owner to the County Council to monitor the obligations within the Travel Plan;
Working Day		any day except any Saturday or Sunday or any other day on which banks in the City of London are not open to the general public and " Working Days " shall be construed accordingly.

- 1.2 The clause headings within this Deed do not affect its interpretation.
- 1.3 Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules of this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include any modification, extension or re-enactment of that statute or statutory provision for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.
- 1.5 References to the Site include any part of it.
- 1.6 References to any party in this Deed include the successors in title of that party. In addition, references to the Council and/or the County Council include any successor local planning authority exercising planning powers under the Act and/or any successor local highway authority and/or any successor local education authority (as the case may be).
- 1.7 "Including" means "including, without limitation".
- 1.8 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.9 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations and are enforceable by the Council and the County Council.
- 2.3 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council (in the case of covenants made with them) as local planning authorities against the Owner save that the Council shall not be under any obligation to enforce the covenants restrictions or requirements given to the County Council at [Paragraphs 14 and 18 - 22 inclusive of Part 7 of Schedule 3] the enforcement of which shall be the responsibility of the County Council.

- 2.4 The Owner enters into the covenants and obligations contained in this Deed for themselves and their successors in title with the Council and the County Council (as the case may be) with the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owners and any person claiming through or under the Owner an interest or estate in the Obligation Land save as expressly provided otherwise in this Deed.

3. CONDITION PRECEDENT

This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development,

SAVE FOR the provisions of this clause, clause 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 and Paragraphs 1.1, 2, 3, 17, 18 and 32 of Schedule 2 and Paragraphs 14, 15 and 16 of Schedule 3 only, clause, which shall come into effect immediately upon completion of this Deed.

4. CONDITION SUBSEQUENT

- 4.1 This Deed shall cease to have effect (insofar only as it has not already been complied with and without prejudice to the rights of any party against the other parties in respect of any antecedent breach) if the Planning Permission shall be quashed and refused upon redetermination, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 4.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

5. THE OWNER'S COVENANTS

The Owner on behalf of themselves and any person deriving title to the Site from the Owners hereafter hereby covenant with the Council and the County Council (as the case may be) so as to bind the Obligation Land to fully observe and perform the obligations in this Deed including those obligations set out in Schedules 2 and 3 and 6 to this Deed and hereby agree that the Obligation Land shall be permanently subject to the obligations specified herein, such obligations being planning obligations for the purpose of Section 106 of the Act.

6. COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in Schedule 4.

7. COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as set out in Schedule 5.

8. LIABILITIES

- 8.1 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Deed occurring after it shall have parted with its entire interest in the Obligation Land (or to the part to which such

breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's and/or the County Council's right (as the case may be) to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Obligation Land PROVIDED THAT for the purposes of this clause a title restriction shall not be treated as an interest in land.

- 8.2 SAVE FOR the owner-occupiers and/or tenants of the Affordable Housing Dwellings together with those deriving title from them, who shall be bound by the covenants and obligations contained in Part 3 of Schedule 2 to this Deed (Affordable Housing) (subject to any exclusions which may be specifically provided for in that Schedule), no individual owner/occupiers and/or tenants of the Dwellings and those deriving title from such owner/occupiers or tenants or their mortgagees shall be liable for any of the covenants and obligations contained in this Deed.
- 8.3 No Registered Provider and their mortgagees and those deriving title from them shall be liable for any of the covenants and obligations in Clause 18, Part 1, Part 2, Part 4, Part 5, Part 6 of Schedule 2 and Schedule 3 and Schedule 6 of this Deed.
- 8.4 No statutory undertaker whose only interest in the Obligation Land consists of apparatus owned pursuant to their statutory undertaking shall be bound by the covenants and obligations contained in this Deed.

9. WAIVER

No waiver (whether expressed or implied) by the Council and/or the County Council (as the case may be) of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and/or the County Council (as the case may be) from enforcing any such covenants, terms or conditions or from acting upon any subsequent breach or default.

10. CHANGE IN OWNERSHIP

- 10.1 The Owner shall give to the Council and the County Council immediate written notice of any change in ownership of any of its interests in their title occurring before all of the obligations under this Deed have been discharged save in respect of the sale of individual dwellings, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Obligation Land) the area of the Obligation Land or unit of occupation purchased by reference to a plan.

11. LOCAL LAND CHARGE

- 11.1 This Deed is a Local Land Charge and shall be registered as such by the Council.
- 11.2 Following the performance and satisfaction of all the obligations contained in this Deed to the Council's satisfaction, the Council shall on the written request of the Landowner effect the cancellation of all entries made in the register of Local Land Charges in respect of this Deed.

12. NON-PROHIBITION ON DEVELOPMENT

Nothing in this Deed shall prohibit or limit the right to develop the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

13. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council and/or the County Council (as the case may be) and in respect of the provisions relating to Affordable Housing set out in Part 3 to Schedule 2 to this Deed, this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever pursuant thereto.

14. INTEREST

If any payment due under this Deed is paid late Interest will be payable daily from the date payment is due to the date that payment is received.

15. INDEXATION

All sums payable under this Deed shall be increased by an amount equivalent to the increase in the relevant Index from the date of this Deed EXCEPT in regards to the Early Years Education Contribution Primary Education Contribution the Secondary Education Contribution and the Special School Contribution will be from the date of 1st July 2021 until the date on which such sum is payable.

16. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17. NOTICES

Any notice or other written document required to be served on or sent to the parties hereto under this Deed shall be deemed to be validly served or sent if delivered personally or sent by recorded delivery service to their registered address following officials/persons at the respective addresses hereinafter specified (or such other address from time to time as shall be notified to the parties)

18. FEES

- 18.1 The Owner covenants to pay the Council 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.
- 18.2 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.
- 18.3 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.

19. MISCELLANEOUS

- 19.1 The Owner shall pay to the Council and the County Council on execution of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.
- 19.2 If any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 19.3 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council and the County Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
- 19.4 The terms of this Deed shall apply to any subsequent variation or amendment to the Planning Permission effected by section 73 or section s96a of the 1990 Act save always that in the Council's absolute discretion it may require (only prior to the grant of such permission) a Supplemental Deed, Deed of Variation or new Deed to be entered into under s106 of the 1990 Act in respect of such a subsequent variation or amendment to the Planning Permission. In the event of this Deed applying to a subsequent s73 permission the terms Application Development and Planning Permission shall be construed as applying mutatis mutandis to that s73 permission

20. DISPUTE PROVISIONS

- 20.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed including in the event of any refusal of an approval required pursuant to this Deed or in the event of a delay of more than two months in providing such approval following written submission of a request for such approval and payment of the Approval of Details Fee or Site Inspection Fee such dispute or difference or refusal or delay shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 20.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 20.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 20.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.

20.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

20.5 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

21. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

22. 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.

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

Schedule 1 – Obligation Land

Land off Humble Lane, Cossington being the land comprised in title number LT383085 registered at the Land Registry with title absolute and shown for the purposes of identification only edged red on the Plan 2 attached to Appendix 1 of this Deed.

Schedule 2

The Owner's Covenants with the Council

The Owner hereby covenants with the Council as follows:

PART 1 – NOTIFICATIONS

1. To give the Council no less than 5 (five) Working Days' notice of the following:
 - 1.1. Commencement of Development;
 - 1.2. first Occupation of the first Dwelling;
 - 1.3. first Occupation of 50% and 80% of the Market Housing Dwellings;
 - 1.4. first Occupation of 25%, 50%, and 75% of the Dwellings; and
 - 1.5. first Occupation of the 110th Dwelling.

PART 2 – OPEN SPACE

2. Prior to Commencement of Development to submit and secure the approval of the Council for the Open Space Scheme PROVIDED THAT the Open Space Scheme may be amended from time to time by written agreement with the Council provided always that it continues to accord with the Reserved Matters Approval the Open Space is provided pursuant to.
3. Not to Commence the Development unless and until the Open Space Scheme has been approved by the Council
4. To provide in accordance with any conditions attached to the Planning Permission or any Reserved Matters Approval granted pursuant to it and make available for public use the Open Space in accordance with the approved Open Space Scheme including the timetable set out therein and on its completion to invite the Council to inspect the same and to confirm that it has been laid out to its reasonable satisfaction PROVIDED ALWAYS that the entirety of the Open Space shall have been laid out and completed and made available for public use prior to Practical Completion of 75% of the Dwellings
5. Not to Practically Complete or cause or permit the Practical Completion of more than 74% of the Dwellings until the Open Space has been laid out in accordance with any conditions attached to the Planning Permission or any Reserved Matters approval granted pursuant to it and opened to the public in accordance with any conditions attached to the Planning Permission or any Reserved Matters approval granted pursuant to it and the Owner shall maintain the Open Space in accordance with the Management Plan until such time as the Open Space is transferred to the Management Entity in accordance with the provisions of this Schedule
6. Once the Open Space has been laid out in accordance with any conditions attached to the Planning Permission or any Reserved Matters approval granted pursuant to it the Open Space shall thereafter only be used for the purposes of public recreation or

leisure use and for no other purpose and shall be maintained to a standard to enable its continuing use for that purpose

7. Upon the completion of the laying out of the Open Space the Owner shall invite the Council in writing to inspect the Open Space and the Council shall inspect the Open Space within 46 days of receipt of the invitation and shall issue a notice to the Owner within 14 days of such an inspection confirming whether or not the Open Space has been laid out to the Council's reasonable satisfaction
8. If the Council issues a notice in accordance with paragraph 7 above which states that the Open Space has not been laid out to the Council's reasonable satisfaction and which details the reasonable work required to reach that standard the Owner shall use reasonable endeavours to complete the works specified in the notice as soon as reasonably practicable and invite the Council to re-inspect the requisite On Site Open Space
9. If the Council does not issue a notice in accordance with paragraph 7 above within 14 days of such an inspection or such longer period as may be agreed between the Parties the Council shall have deemed that the Open Space has been laid out to the Council's reasonable satisfaction
10. The procedure set out in paragraphs 7, 8 and 9 shall be repeated in respect of the Open Space until such time as the Council confirms in writing or has deemed that the Open Space has been laid out to its reasonable satisfaction
11. The Owner shall maintain the Open Space for a period of 12 months from such time as the Council confirms in writing or has deemed that the Open Space has been laid out to its reasonable satisfaction and shall rectify any defects which arise in the laying out of the Open Space
12. The Owner shall notify the Council at the end of the period of 12 months referred to in paragraph 11 and invite the Council in writing to inspect the Open Space with a view to confirming in writing that the Open Space has been maintained and any defects have been rectified (and the provisions of Paragraphs 7, 8 and 9 shall apply mutatis mutandis)
13. Following receipt of written confirmation from the Council pursuant to paragraph 12 that the Open Space has been maintained to its reasonable satisfaction or deemed approval the Owner shall manage and maintain the Open Space and secure public access to it in accordance with the approved Open Space Scheme in perpetuity or until such time as it is transferred to a Management Entity in accordance with terms of this Schedule
14. To ensure that any subsequent transfer of land comprising the Open Space contains the following covenants for the benefit of the Owner's retained land:
 - 14.1 restriction preventing use for any purpose other than as public open space for use by the general public
 - 14.2 not to be used for a trade or business
 - 14.3 not to be used for residential purposes
 - 14.4 to keep the land in reasonable repair and condition
 - 14.5 not to obstruct the public highway

- 14.6 to keep and properly maintain the boundaries in good repair and condition
- 14.7 to properly keep and maintain landscaping
- 14.8 to keep and maintain the land in a clean and tidy condition
- 14.9 not to cause or knowingly permit any nuisance on the land
- 14.10 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
- 14.11 not to erect any buildings or other erections except equipment ancillary to the purpose for which the land is transferred

OPEN SPACE CONTRIBUTIONS

- 15. In the event that the Owner in its absolute discretion decides not to deliver the Allotments Provision element of the Open Space on the Site in accordance with a Reserved Matters Approval the Owner shall pay the Council the Allotments Contribution:
 - 15.1 prior to the Occupation of 60% of the Dwellings; and
 - 15.2 the Owner shall not permit Occupation of more than 60% of the Dwellings until the Allotments Contribution is paid to the Council in full
- 16. In the event that the Owner in its absolute discretion decides not to deliver the Outdoor Sports Facilities Provision element of the Open Space on the Site in accordance with a Reserved Matters Approval the Owner shall pay the Council the Outdoor Sports Facilities Contribution:
 - 16.1 prior to the Occupation of 50% of the Dwellings; and
 - 16.2 the Owner shall not permit Occupation of more than 50% of the Dwellings until the Outdoor Sports Facilities Provision Contribution is paid to the Council in full

DETAILS OF THE PROPOSED MANGEMENT AND MAINTENANCE OF THE OPEN SPACE

- 17. The Open Space Scheme to be submitted pursuant to paragraph 2 of this Schedule, shall include details of the following in respect of the management and maintenance of the Open Space
 - 17.1 Details of the identity of the proposed Management Entity that is to be responsible for managing and maintaining the Open Space with monies received by the Management Entity to be used solely for the purposes of management and maintenance of the Open Space in accordance with the Open Space Scheme
 - 17.2 Details of the permanent funding of the proposed Management Entity or other responsible body which may include one or more of the following
 - (a) Commuted sums for investment for the benefit of the Management Entity

- (b) 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 Entity to pay its pro-rata proportion of the costs and expenses of the Management Entity and to ensure the incoming buyer on a subsequent sale of such Dwelling will enter into like covenants
 - (c) Endowing the relevant Management Entity so approved with income generating assets
- 17.3 Appropriate arrangements for the provision of security for funding
 - 17.4 Ongoing review and monitoring arrangements to demonstrate that the Management Entity is being adequately funded in accordance with the approved arrangements and will be adequately funded in the long term
 - 17.5 The management and maintenance standards that are to be implemented and retained in perpetuity
 - 17.6 Triggers for transfer where relevant of the Open Space to the Management Entity and the timetable for setting up of the proposed Management Entity prior to first Occupation of the first Dwelling
 - 17.7 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
 - 17.8 In the event the Management Entity became insolvent or was otherwise unable to perform its duties to manage and maintain the Open Space and no alternative arrangements for effectively doing so were promptly put in place to the reasonable satisfaction of the Council the details of arrangements so that the Council may itself receive all payments that would or should have otherwise been paid to the Management Entity subject to the Council using all such monies for the purposes of meeting the said management and maintenance obligations including appointing its own Management Entity to do so

PART 3 – AFFORDABLE HOUSING

AFFORDABLE HOUSING SCHEME

- 18. The Owner shall submit the Affordable Housing Scheme to the Council as part of any Reserved Matters Application.
- 19. Subject to the provision of this Deed, 40% of all Dwellings in the Development shall be constructed provided and Occupied in accordance with the terms of this Deed as Affordable Housing Dwellings (the number of Affordable Housing Dwellings to be rounded to the nearest whole number).
- 20. The Affordable Housing Dwellings shall be provided in accordance with the Affordable Housing Tenure Mix and the Affordable Housing Dwelling Mix or any approved variation thereto.
- 21. In carrying out the Development the Owner shall ensure that the Affordable Housing Dwellings required within the Development shall be provided and constructed in

accordance with the approved Affordable Housing Scheme(s) for the Development or any approved variation thereto.

COMPLETION AND TRANSFER

22. The Owner shall use reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider for all for the Affordable Housing Dwellings prior to Occupation of fifty per cent (50%) of the Market Housing Dwellings in the Development and shall provide the Council with details of the intended Registered Provider.
23. The Owner shall use reasonable endeavours to construct and complete the Affordable Housing Dwellings and complete the transfer of all the Affordable Housing Dwellings to a Registered Provider prior to Occupation of no more than eighty per cent (80%) of the Market Housing Dwellings and shall provide the Council within 10 Working Days of completion written evidence of completion of any transfer to a Registered Provider.
24. In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 22 of this Schedule for all or any of the Affordable Housing Dwellings by the trigger point within paragraph 22 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 Housing.
25. In the event of paragraph [24] and provided the Council has confirmed it is satisfied that the Owner has used its reasonable endeavors 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 reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider for the Affordable Housing.
26. In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 25 and the Council has confirmed it is satisfied that the Owner has for 56 days used its reasonable endeavours to do so the Owner will propose the gifting of a reasonable proportion (such proportion to be agreed by the Council) of the Affordable Housing Dwellings to the Council and on completion of the gifting of the agreed number of Affordable Housing Dwellings the restrictions on Occupations of Market Housing Dwellings within paragraphs 22 and 23 shall not apply
27. In the event that a reasonable proportion of the Affordable Housing Dwellings are gifted to the Council the remaining Affordable Housing Dwellings which have not been sold shall be released from the affordable housing obligations of this Deed and may be sold as Market Housing Dwellings.
28. In the event that the Owner and the Council are unable to agree the gifting of a reasonable proportion of the Affordable Housing Dwellings before Occupation of 81% of the Market Dwellings THEN the Owner may propose and agree with the Council an offsite affordable housing commuted sum which reflects the value of the subsidy in the unsold Affordable Housing Dwellings (not the full value of the unsold Affordable Housing Dwellings) and where such commuted sum is agreed and has been paid to the Council in full the remaining Affordable Housing Dwellings which have not been sold shall be released from the affordable housing obligations of this Deed and sold as Market Housing Dwellings and such sum shall only be applied for the purpose of

providing or improving affordable housing within the Borough of Charnwood and where it is not so applied within 10 years of the date of payment such contribution or any unexpended part of it shall be returned to the party which made payment.

NOMINATIONS AND FORM OF TRANSFER

29. The Owner covenants that any transfer it makes to a Registered Provider shall contain the following provisions:
- 29.1 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 Housing Dwellings to be constructed on the Site;
 - 29.2 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;
 - 29.3 The imposition of such covenants as the Owner shall reasonable require are consistent with the sale of Market Dwellings;
 - 29.4 The Registered Provider has the right to challenge the reasonableness of any management charges being charged by a Management Entity in relation to the maintenance of the Open Space including any shared car parking areas;
 - 29.5 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 Social Rented Dwellings and or Affordable Rented Dwellings and a minimum of 75% nomination rights for relets

RESTRICTIONS

30. From the date of Completion of the Affordable Housing Dwellings they shall not be Occupied other than as Affordable Housing in accordance with the Affordable Housing Scheme SAVE THAT this obligation shall not be binding on:
- 30.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;
 - 30.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty;
 - 30.3 any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or
 - 30.4 any purchaser from a mortgagee of an individual Affordable Housing Dwelling pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and chargees.

31. The Chargee shall first give written notice to the Council of its intention to dispose of any of the Affordable Housing 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 Housing 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 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Dwellings free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

PART 4 – BIODIVERSITY MITIGATION

32. 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 33-35.
33. To provide the On Site Biodiversity Area in accordance with the On Site 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 pay the Biodiversity Impact Compensation to the Council in lieu of provision of all or part of the On Site Biodiversity Area.
34. If the approved Biodiversity Mitigation Strategy requires the Owner to provide the On Site Biodiversity Area the Owner shall:
- 34.1 prior to Commencement of Development submit the On Site Biodiversity Scheme to the Council for approval and thereafter implement the On Site Biodiversity Scheme in accordance with the agreed details.
- 34.2 provide the On Site Biodiversity Area in accordance with the timetable agreed in the On Site 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 On Site Biodiversity Scheme has been implemented in full.
- 34.3 maintain and manage the On Site Biodiversity Area in accordance with the arrangements and to the standard agreed in the approved On Site Biodiversity Scheme
35. 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 the 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

PART 5 – HEALTHCARE CONTRIBUTION

36. To pay the Healthcare Contribution to the Council in the following instalments and not to allow the Development to pass the threshold specified in this clause for payment of

each instalment until that instalment has been paid to the Council in full including any sum due on that instalment for Indexation or Interest.

- 36.1 10% upon the Commencement of Development;
- 36.2 45% prior to the first Occupation of the Dwellings;
- 36.3 45% prior to the Occupation of 50% of the Dwellings.

PART 6 – COMMUNITY FACILITIES CONTRIBUTION

- 37. To pay the Community Facilities Contribution to the Council no later than the trigger point given in the following instalments and not to allow the Development to pass the threshold specified in this clause for payment of each instalment until that instalment has been paid to the Council in full including any sum due on that instalment for Indexation or Interest:
 - 37.1 50% prior to the Occupation of 25% of the Dwellings; and
 - 37.2 50% prior to the Occupation of 75% of the Dwellings

Schedule 3

The Owner's Covenants with the County Council

The Owner covenants with the County Council as follows:

PART 1 – LIBRARIES CONTRIBUTION

1. To pay the Libraries Contribution to the County Council prior to the first Occupation of the first Dwelling.

PART 2 – PRIMARY EDUCATION CONTRIBUTION

2. Subject to paragraph 3 to Schedule 5:
 - 2.1. To pay 10% of the Primary Education Contribution to the County Council upon the Commencement of Development;
 - 2.2. To pay 45% of the Primary Education Contribution to the County Council prior to the Occupation of the 32nd Dwelling;
 - 2.3. To pay the remaining 45% of the Primary Education Contribution to the County Council prior to the Occupation of 50% of the Dwellings;

PART 3 – SECONDARY EDUCATION CONTRIBUTION

3. To pay 10% of the Secondary Education Contribution to the County Council upon the Commencement of Development;
4. To pay 45% of the Secondary Education Contribution to the County Council prior to the Occupation of the 32nd Dwelling;
5. To pay the remaining 45% of the Secondary Education Contribution to the County Council prior to the Occupation of 50% of the Dwellings;

PART 4 – SPECIAL EDUCATION CONTRIBUTION

6. To pay 10% of the Special Education Contribution to the County Council upon the Commencement of Development;
7. To pay 45% of the Special Education Contribution to the County Council prior to the Occupation of the 32nd Dwelling;
8. To pay the remaining 45% of the Special Education Contribution to the County Council prior to the Occupation of 50% of the Dwellings;

PART 5 – TRAVEL PACKS, BUS PASSES, TRAVEL PLAN MONITORING FEE AND TRAVEL PLAN COORDINATOR

9. To pay 25% of the Bus Pass Contribution prior to the Occupation of the first Dwelling and to pay the remaining 75% of the Bus Pass Contribution prior to Occupation of the 32nd Dwelling provided that the Owner and the County Council may by agreement defer the payment to a later date
10. To pay Travel Pack Contribution prior to the first Occupation of the first Dwelling
11. To pay the Travel Plan Monitoring Fee to the County Council prior to the first Occupation of the first Dwelling.
12. The Owner shall procure the appointment of the Travel Plan Coordinator prior to the Occupation of the first Dwelling and shall procure that the Travel Plan Coordinator:
 - 12.1. Performs the role and responsibilities set out in the Travel Plan; and
 - 12.2. remains appointed throughout the period of construction and occupation of the Development until five years after the first Occupation of the final Dwelling on the Site.

PART 6 – HIGHWAY CONTRIBUTION

13. To pay the Highway Contribution to the County Council prior to the first Occupation of the first Dwelling.

PART 7 – SCHOOL LAND

14. From the submission of the first Reserved Matters Application to:
 - 14.1. provide the County Council and its agents or nominees reasonable access with or without vehicles to the School Land to enable the County Council and those authorised by it to carry out any due diligence and/or feasibility studies that may be considered necessary by the County Council and those authorised by it for extension of a primary school on the School Land and to enter into such temporary licence as may be necessary to secure such rights of access without delay (if the parties agree that this is necessary, in a form agreed between the Owner and Developer, both acting reasonably); and
 - 14.2. permit the County Council and those authorised by it at all reasonable times to enter the Site with all necessary vehicles, plant, equipment and apparatus to:
 - 14.2.1. Inspect, survey and measure the School Land and to access its suitability for development; and
 - 14.2.2. To carry out archaeological, ecological and other planning surveys and soil, ground and other tests on the School Land;
Provided that the County Council will:
 - 14.2.3. only exercise such rights as is wholly consistent with its obligations in this Agreement in respect of the School Land;
 - 14.2.4. provide the Owner with at least fourteen (14) days prior written notice including details of the purposes for which access is sought under sub paragraphs 14.2.1 and 14.2.2 above and such consent

- to access the Site can be reasonably withheld by the Owner if any actions proposed will interfere with their use of the Site provide that the Owner will use reasonable endeavours to agree with the County Council and those authorised by it a mutually convenient alternative time to allow access to the Site;
- 14.2.5. cause as little disruption and inconvenience as reasonably possible;
 - 14.2.6. make good promptly to the reasonable satisfaction of the Owner any damage caused; and
 - 14.2.7. carry out and complete or arrange to have carried out or completed by itself or its agents or contractors or nominees any of the works specified in paragraph 22 of Part 7 of this Schedule.
15. Not to Commence Development until it has submitted a plan to the Council for approval (in consultation with the County Council) showing:
- 15.1. The precise boundaries of the School Land;
 - 15.2. The points of access (vehicular and otherwise) to the School Land; and
 - 15.3. The School Haul Route and its specification. (**"the Owner's School Plan"**)
16. Not to Commence Development unless it has agreed with the Council and the County Council the Owner's School Plan (all parties acting reasonably and without delay).
17. If following service of notification of the first Occupation of 110 Dwellings and the County Council in accordance with Paragraph 6 of Schedule 5 has given written notice to the Owner that it wishes to receive a Transfer of the School Land the Owner shall not cause or permit further Occupations of Dwellings after the date which is 6 months following receipt by the County Council of the written notice of the first Occupation of 110 Dwellings until they have:
- 17.1. delivered and released to the County Council an executed Transfer of the School Land to be Transferred:
 - 17.1.1. for a consideration of £1 (one pound) and otherwise at no other cost to the Owner;
 - 17.1.2. substantially on the terms set out in Schedule 6; and
 - 17.1.3. free of any encumbrances save for those matters set out in Schedule 6; and
 - 17.1.4. such Transfer shall be released for completion by the County Council at any time within 10 years of the date of delivery of the executed Transfer and the Owner shall safeguard the School Land for use as a Primary School for 10 years from the date of delivery of the executed Transfer to the County Council PROVIDED THAT if upon the expiry of 10 years (or sooner if the County Council confirms in writing that it does not wish to accept such Transfer) the County Council has not completed that Transfer AND entered a contract for delivery of the Primary School then the School Land shall be retained by or shall revert back to the Owner and the Owner shall be entitled to make alternative planning applications for the use of the School Land
 - 17.2. completed the construction of the School Haul Route so that the County Council (and those authorised by the County Council) can access and carry out construction on the School Land and has granted the County Council all necessary rights for the County Council and those authorised by it to use the School Haul Route for the duration of the construction activities on the School Land

18. Immediately prior to the delivery and release to the County Council of an executed Transfer of the School Land to the County Council, the Owner shall ensure that the School Land is:
 - 18.1. levelled and shall provide an engineer's report or topographical survey is clear of all buildings plant apparatus and other structure (provided that if the School Land is not levelled then the Owner agrees that the County Council may carry out the works required to level the land and recover the reasonable costs of doing so from the Owner); and
 - 18.2. in a clean and tidy condition with all archaeological mitigation work having been undertaken free from contamination and all waste material rubbish debris and refuse save in respect of any such item as may be on the land pursuant to the exercise of the right of access in this Schedule and insofar as it affects the School Land all archaeological investigations required by the programme of archaeological work approved pursuant to the Planning Permission have been completed and all archaeological remains discovered on the School Land have been mitigated to a standard to allow the School Land to be used for the primary school (including its construction) and ancillary or incidental uses as confirmed in an engineer's report provided at the Owner's expense; and
 - 18.3. served by the School Haul Route and that it will (in the future and in readiness for completion of the primary school extension) be served by a permanent unrestricted public access with or without vehicles to an adoptable standard in the locations agreed in the Owner's School Plan
 - 18.4. Be of regular shape, level and largely free from building constraints such as underground sewers, landfill sites, tree preservation orders
 - 18.5. Be free from contamination or protected species or be re-mediated to an appropriate standard and without the presence of contamination or protected species.
19. During the construction of the primary school on the School Land the Owner shall not obstruct or unreasonably interfere with the rights of the County Council in carrying out the construction of a primary school on the School Land
20. The Owner shall one month after the County Council has given notice to the Owner in accordance with Paragraph 6 of Schedule 5 that it wishes to accept the transfer of the School Land, submit a plan to the County Council for approval (acting reasonably and without delay) detailing the connections to the boundary of the School Land for the Services to the School Land (in accordance with this Agreement)
21. Following approval of the plan submitted as referenced in paragraph 20 above by the County Council the Owner shall provide connections to the boundary of the School Land for the Services to the School Land as detailed in the approved plan prior to the Owner releasing the signed Transfer
22. If the Owner fails to comply with the requirements of this Part 7 of this Schedule then the County Council and those authorised by it may (without prejudice to any other powers or remedies available to it under this Agreement or otherwise) and entirely at its sole discretion carry out and complete or arrange to have carried out or completed by itself or its agents or contractors or nominees the works required to:
 - 22.1. Provide the School Haul Route; and/or
 - 22.2. Clear the School Land or all buildings and other structures and ensure that it is in a clean and tidy condition free from all waste material rubbish debris and refuse; and/or
 - 22.3. Provide the School Land as Serviced land; and/or
 - 22.4. Provide the permanent access to the School Land

23. The cost of any works to be undertaken by the County Council under paragraph 22 above shall be paid by the Owner to the County Council within twenty eight (28) days of demand (or as otherwise may be agreed between the parties)

PART 8 - EARLY YEARS EDUCATION CONTRIBUTION

24. To pay 10% of the Early Years Education Contribution to the County Council upon the Commencement of Development;
25. To pay 45% of the Early Years Education Contribution to the County Council prior to the Occupation of the 32nd Dwelling;
26. To pay the remaining 45% of the Early Years Education Contribution to the County Council prior to the Occupation of 50% of the Dwellings;

PART 9 – NOTIFICATIONS

27. To give the County Council no less than 5 (five) Working Days' notice of the following:
- 27.1. Commencement of Development;
 - 27.2. Occupation of the first Dwelling and;
 - 27.3. Occupation of the 32nd Dwelling and 50% of the Dwellings

PART 10 – CIVIC AMENITY CONTRIBUTION

28. To pay the Civic Amenity Contribution to the County Council prior to the first Occupation of first of the Dwelling

PART 11 – COUNTY COUNCIL MONITORING COSTS CONTRIBUTION

29. To pay the County Council Monitoring Costs Contribution to the County Council prior to the first Occupation of first of the Dwelling

PART 12 – NOTIFICATIONS

30. To give the Council no less than 5 (five) Working Days' notice of the following:
- 31.1 Commencement of Development; and
 - 31.2 Occupation of the first Dwelling; and
 - 31.3 First Occupation of 110 Dwellings.

Schedule 4

Council's Covenants

The Council covenants with the Owner as follows:

- 1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2 Save in respect of the Healthcare Contribution and the Affordable Housing Commuted Sum (if paid) and any part of the Biodiversity Mitigation Compensation (if paid) that is identified in its calculation as being for maintenance or management to pay to the party who made any payment to the Council under this Deed such amount of any payment which has not been expended or committed for expenditure in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose or committed it for such expenditure by way of officer delegated decision or committee resolution) within five years of the date of receipt by the Council of such payment (and for the avoidance of doubt where any Contribution is to be paid in instalments the five year period shall be calculated from the date of receipt by the Council of payment of the final instalment regardless of the date of payment of the first) save for in respect of an affordable housing commuted sum (if paid pursuant to Paragraph 28 of Schedule 2) which shall only become repayable after 10 years of the date of receipt by the Council.
- 3 To use reasonable endeavours to procure for the Owner or any party who paid any sum to the Council under this Deed such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed provided that such request shall not be made before three years after the date of payment and such demands shall thereafter not be made more frequently than once a quarter nor later than five years after the date of receipt by the Council of such payment.
- 4 Upon the written request of the Owner or any party who paid any sum to the Council under this Deed, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 5 To notify the Healthcare Provider within 21 Working Days of receipt of the Healthcare Contribution that the Council is in receipt of the Healthcare Contribution
- 6 To pay the Healthcare Contribution to the Healthcare Provider upon receipt of written confirmation from the Healthcare Provider that they will:-
 - 6.1 use the Healthcare Contribution for the purposes set out in this Deed;
 - 6.2 provide full details of the expenditure of the Healthcare Contribution within 28 Working Days of written request 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 Healthcare Provider or three years from the date of payment whichever

is the earlier and such demands shall not be made more frequently than once a quarter thereafter; and

6.3 return any uncommitted part of the Healthcare Contribution to the Council after the expiry of five years from the date of receipt of the final instalment of the Healthcare Contribution by the Council regardless of when the same was paid to the Healthcare Provider

7 To repay to the payer any uncommitted monies received by the Council pursuant to paragraph 6.3 of this Schedule within 28 Working Days of receipt from the Healthcare Provider

Schedule 5

County Council's Covenants

The County Council covenants with the Owner and the Council as follows:

- 1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree.
- 2 Save for the Bus Pass Contribution to pay to the party who paid the same such amount of any payment made by the it to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the County Council of such payment.
- 3 In respect of the Bus Pass Contribution to pay to the party who paid the same such amount of any payment made by the it to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within nine months of Occupation of the final Dwelling.
- 4 To provide to the Owner or any party who paid a sum such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 5 Upon the written request of the Owner or any party who paid any sum to the County Council under this Deed, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 6 To give notice to the Owner no sooner than the Commencement of Development but at the latest prior to the first Occupation of more than 110 Dwellings to confirm whether it wishes to accept a Transfer of the School Land
- 7 During the construction of the primary school on the School Land that the County Council shall not obstruct or unreasonably interfere with the rights of the Owner in carrying out the Development

Schedule 6

School Land Transfer Provisions

The Transfer of the School Land to the County Council shall include the following provisions:

1. the purchase price payable by the County Council to the Owner for the School Land shall be one pound (£1);
2. the School Land shall only be used for education purposes and ancillary or incidental purposes and if that ceases to be the case the land shall be transferred back to the Owner;
3. the interest transferred to the County Council shall be freehold and free from encumbrances and subject as hereinafter provided with vacant possession and the Owner shall deduce good marketable title to the School Land in accordance with section 110 of the Land Registration Act 1925;
4. subject to those exercising the rights complying with any usual safeguarding measures necessary, a reservation or grant as the case may be in favour of the remainder of the Site of (i) all rights of access for the construction laying inspection maintenance repair renewal upgrading cleansing and passage of services; and (ii) rights of support; and (iii) rights of overhang and protrusion of eaves gutters and foundations; and (iv) rights of entry and rights of light reasonably necessary for the purposes of the Development and for the benefit of the buildings constructed within the remainder of the Site and for the maintenance repair renewal redecoration and rebuilding thereof (or of any part thereof); and (v) a right of entry onto the School Land to lay and to surface resurface paint repaint inspect maintain and repair any part of any designated road and/or footpath falling within the said land; and (vi) a right of way over all roads and footpaths falling within the School Land at all times and for all purposes (including (where appropriate) for vehicles and construction vehicles),
5. AND all of the above mentioned rights of entry shall be exercised in a manner whereby reasonable endeavours are used to minimise disruption to the use of the School Land for the provision of a primary school; a reservation or grant as the case may be in favour of the School Land over the such parts of the remainder of the Site as may be and remain undeveloped (and not over the location of any Dwelling or proposed Dwelling) of (i) all rights of access for the construction laying inspection maintenance repair renewal upgrading cleansing and passage of services; and (ii) rights of support; and (iii) rights of overhang and protrusion of eaves gutters and foundations; and (iv) rights

of entry and rights of light reasonably necessary for the purposes of the Development and for use of the School and for the benefit of the buildings constructed within the School Land and for the maintenance repair renewal redecoration and rebuilding thereof (or of any part thereof),

6. the County Council agrees, at the request of the Owner, to join in any agreement and/or deed which may be reasonably required by any highways authority statutory undertaker or utility company for the purpose of consenting to the adoption of roads and/or service conduits or otherwise effecting the grant of such easements and covenants as may be required by such highways authority statutory undertaker or utility company;
7. an obligation to use all reasonable endeavours to minimise disruption to the Development in the development of the School Land and to forthwith make good upon demand all damage occasioned in the carrying out and completion of such works;
8. Nothing in this Schedule shall preclude the construction of the School Land by an academy or other person than the County Council.

Schedule 7

Draft Planning Permission

The Atrium
Waterfront Plaza
Nottingham
NG2 3DQ
Alasdair.Thorne@marrons-planning.co.uk

Details of Application

APPLICATION NO: P/20/2393/2

PROPOSAL:

Development of up to 130 dwellings, provision of land for school expansion, open space and children's play area. Outline application with all matters reserved except access.

LOCATION:

Land off Humble Lane, Cossington, Leicestershire

APPLICANT

Clarendon Land and Development

Details of Decision Please Read All the Information in this Decision Notice.

Charnwood Borough Council has considered this application under the Town and Country Planning Act, 1990, and grants permission for the development described in the submitted documents and on any accompanying plans and drawings.

This permission is granted subject to the following Conditions and Reasons why they have been imposed

1. Application for approval of reserved matters shall be made within three years of the date of this permission and the development shall be begun not later than two years from the final approval of the last of the reserved matters.

REASON: To comply with the requirements of Section 92 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. No development shall commence until details of the appearance, landscaping, layout and scale, ("the reserved matters"), have been approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details.

REASON: To accord with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

3. The development hereby permitted shall be carried out in accordance with the following approved plans:

- 9300-L-03-F Indicative Layout (12 July 2021)
- 9300-L-02-H Framework Plan (14 Dec 2020)
- ADC2089-RP-C-v4 - Flood Risk Assessment
- ADC2089-RP-G - Drainage Technical Note
- ADC2089-DR-002-P3 Proposed Main Street Access Junction Layout
- ADC2089-DR-004-P3 Proposed Humble Lane Emergency Access Junction Layout
- ADC2089-DR-051-P1 Swept Path Analysis of the Proposed Main Street Access Junction - refuse lorry
- ADC2089-DR-052-P2 Swept Path Analysis of the Proposed Main Street Access Junction - coach
- ADC2089-DR-053-P2 Swept Path Analysis of the Proposed Humble Lane Emergency Access - large car
- ADC2089-DR-054-P2 Swept Path Analysis of the Proposed Humble Lane Emergency Access - tractor and trailer
- ADC2089-DR-055-P1 Swept Path Analysis of the Proposed Humble Lane Emergency Access - refuse lorry
- ADC2089-DR-056-P1 Swept Path Analysis of the Proposed Humble Lane Emergency Access - coach
- ADC2089-DR-057-P1 Swept Path Analysis of the Proposed Humble Lane Emergency Access - hay wagon
- ADC2089-DR-051-P3 Proposed Surface and Foul Water Drainage Strategy
- 9300-L-01 C Site Location Plan
- BWB Phase 1 Geo-Environmental Assessment
- JBA Consulting Hydraulic Modelling Report Nov 2020
- fpcr Bat Report Oct 2020
- fpcr Ecological Appraisal 2020
- Design and Access Statement Dec 2020

REASON: To provide certainty and define the terms of the permission

4. The reserved matters shall comprise a mix of market and affordable homes that has regard to both identified housing need for the borough and the character of the area and includes an appropriate level of smaller 2/3 bedroom units and single storey units.

REASON: To ensure that an appropriate mix of homes is provided that meets the Council's identified need profile in order to ensure that the proposal complies with Development Plan policies CS3, and the advice within the NPPF.

5. The landscaping details submitted pursuant to condition 2 above shall include:
- i) the treatment proposed for all ground surfaces, including hard surfaced areas;
 - ii) planting schedules across the site, noting the species, sizes, numbers and densities of plants and trees; including tree planting within the planting belt to the east of the site;
 - iii) finished levels or contours within any landscaped areas;
 - iv) any structures to be erected or constructed within any landscaped areas including play equipment, street furniture and means of enclosure.
 - v) functional services above and below ground within landscaped areas; and
 - vi) all existing trees, hedges and other landscape features, indicating clearly any to be removed.

REASON: To make sure that a satisfactory landscaping scheme for the development is provided so that it integrates into the landscape and surrounding area and complies with policies CS2 and CS11 of the Development Plan.

6. The details submitted pursuant to condition 2 above shall include full details of existing and proposed ground levels and finished floor levels of all buildings relative to the proposed ground levels.

REASON: To make sure that the development is carried out in a way which is in character with its surroundings and ensure compliance with policies CS2 and of the Development Plan and associated national and local guidance.

7. The details of layout, appearance and scale submitted pursuant to condition 2 above shall meet with, but not be limited to, the following principles set out within the Design and Access Statement and shown on the Illustrative Masterplan:
- i. The provision of a descending hierarchy of streets throughout the site
 - ii. Built form which sensitively integrates the school extension and drop-off facilities into the layout by using buildings to 'wrap' around the school land
 - iii. Providing good connectivity to the school land from the streets and pedestrian routes
 - iv. The provision of keynote buildings and feature green spaces with trees within the development parcels to include incidental planting along with trees and verges which are distinctive to Cossington
 - v. The provision of green infrastructure along the eastern and western boundaries and structural landscaping adjacent to the built form along the northern edge of the site
 - vi. The provision of links through to the village to facilitate the link existing and proposed new development.

REASON: To ensure that a high quality design is delivered that reflects its edge of village location and does not create harm to adjacent occupiers. This condition is to provide certainty that this can be achieved and ensure compliance with policies CS2 of the Development Plan and associated national and local guidance.

8. The details submitted pursuant to condition 2 above shall include a façade noise map to determine noise levels at each dwelling and provide a detailed glazing and ventilation schedule to control noise within dwellings, and a schedule of external boundary treatments to limit external noise levels within private gardens.

REASON: to ensure that appropriate external and internal noise criteria is achieved having regard for the amenity of those that will live in the development in accordance with Policy CS2 of the Core Strategy.

9. The details submitted pursuant to condition 2 above shall include the following minimum amounts and typologies of open space:

- i. An on-site multi-function green space (minimum 0.10ha)
- ii. An on-site natural and semi open space (minimum 0.62ha)
- iii. An on-site amenity green space (minimum 0.14ha)
- iv. An on-site LEAP facility
- v. On-site provision for young people

REASON: To ensure that the open space needs of future residents are met at a level that complies with Development Plan policies CS15

10. No development shall commence on the site until such time as a construction traffic management plan, including as a minimum details of the routing of construction traffic, wheel cleansing facilities, vehicle parking facilities, and a timetable for their provision, has been submitted to and approved in writing by the Local Planning Authority. The construction of the development shall thereafter be carried out in accordance with the approved details and timetable.

REASON: To reduce the possibility of deleterious material (mud, stones etc.) being deposited in the highway and becoming a hazard for road users, to ensure that construction traffic does not use unsatisfactory roads and lead to on-street parking problems in the area.

11. The ADC Travel Plan dated 21 June 2021 (Version 4) shall be implemented fully in accordance with its content unless an alternative Travel Plan is submitted to and approved in writing by the Local Planning Authority.

Reason: To reduce the need to travel by single occupancy vehicle and to promote the use of sustainable modes of transport in accordance with the National Planning Policy Framework (2021).

12. No part of the development hereby permitted shall be occupied until such time as vehicular visibility splays of 2.4 metres by 42.8 and 2.4m by 44.3 metres have been provided to the southwest and northwest respectively at the site access junction. These shall thereafter be permanently maintained with nothing within those splays higher than 0.6 metres above the level of the adjacent footway/verge/highway.

REASON: To afford adequate visibility at the access to cater for the expected volume of traffic joining the existing highway network, in the interests of general highway safety, and in accordance with the National Planning Policy Framework (2021).

13. No development shall take place until a scheme and timetable for delivery for the treatment of Public Right of Way 162 adjacent to the site has been submitted and approved in writing by the Local Planning Authority. Such a scheme shall include provision for the management during construction (including any arrangements for a temporary diversion) fencing, surfacing, width, structures, signing and landscaping in accordance with the principles set out in the Leicestershire County Council's Guidance Notes for Developers. Thereafter the development shall be carried out in accordance with the approved scheme and timetable.

REASON: To protect and enhance Public Rights of Way and access in accordance with Paragraph 98 of the National Planning Policy Framework 2021.

14. Notwithstanding the details submitted, within two months of commencement of any development on site, including site works, details of the management, enforcement, and maintenance of the proposed emergency access to the site from Humble Lane have been submitted to and agreed in writing with the Local Planning Authority. The approved emergency access shall be provided prior to the first occupation of any dwelling on the site in accordance with the approved details and shall thereafter be maintained at all times.
REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with the National Planning Policy Framework (2021).
15. No part of the development hereby permitted shall be occupied until such time as vehicular visibility splays of 2.4 metres x 120 metres have been provided at the emergency access junction. These shall thereafter be permanently maintained with nothing within those splays higher than 0.6 metres above the level of the adjacent footway/verge/highway.
REASON: To afford adequate visibility at the access to cater for the expected volume of traffic joining the existing highway network, in the interests of general highway safety, and in accordance with the National Planning Policy Framework (2021).
16. Within four weeks of the emergency access onto Humble Lane being brought into use, any existing accesses on Humble Lane shall be closed permanently and the land within the highway reinstated, in accordance with details which shall have first been submitted to and agreed in writing by the local planning authority.
REASON: In the interests of highway and pedestrian safety in accordance with the National Planning Policy Framework (2021)
17. The development shall be carried out in accordance with the submitted flood risk assessment report reference: DC2089-RP-C-v4 produced by ADC Infrastructure on the 16th December 2020 and the following mitigation measures it details:
- Finished floor levels shall be set a minimum of 300mm above surrounding ground levels.
- These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.
REASON: To reduce the risk of flooding to the proposed development and future occupants.
18. The development hereby permitted must not be commenced until such time as a scheme to provide adequate floodplain compensation has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the scheme's timing/phasing arrangements, or within any other period as may subsequently be agreed, in writing, by the local planning authority.
REASON: To ensure that there are no detrimental impacts to flood storage or flood flow routes.

19. Prior to the commencement of development a remediation strategy to deal with the risks associated with contamination of the site in respect of the development hereby permitted, has been submitted to, and approved in writing by, the local planning authority. This strategy will include the following components:

(i) A preliminary risk assessment which has identified:
all previous uses;
potential contaminants associated with those uses;
a conceptual model of the site indicating sources, pathways and receptors;
potentially unacceptable risks arising from contamination at the site;
(ii) A site investigation scheme, based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;
(iii) The results of the site investigation and the detailed risk assessment referred to in (ii) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
(iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the written consent of the local planning authority. The scheme shall be implemented as approved.

REASON: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution in line with the National Planning Policy Framework.

20. Prior to any part of the permitted development being brought into use, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

REASON: To ensure that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and that remediation of the site is complete. This is in line with of the National Planning Policy Framework.

21. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the local planning authority. The remediation strategy shall be implemented as approved.

REASON: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site. This is in line with the National Planning Policy Framework.

22. Prior to the occupation of any dwelling a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all public open spaces, ecological mitigation areas and surface water drainage system, shall be submitted to and approved in writing by the local planning authority. The approved landscape management plan shall then be fully implemented.

REASON: To ensure that public open spaces are maintained so that they are of good quality and that drainage systems retain full function. This is to make sure the development remains in compliance with Development Plan policies CS2, CS11, CS15 and CS16.

23. The existing hedges and trees located within the application site boundaries, other than at the point of the new access and internal roads shall be retained and maintained at all times. Any part of the hedges removed, dying, being severely damaged or becoming seriously diseased shall be replaced, with hedge plants and trees of such size and species as previously agreed in writing by the local planning authority, within one year of the date of any such loss.

REASON: The hedges and trees are an important feature in the area and its retention is necessary to help screen the new development

24. No development, including site works, shall begin until the hedges and trees located within the application site boundaries that are to be retained, have been protected, in a manner previously agreed in writing by the local planning authority. The hedges shall be protected in the agreed manner for the duration of building operations on the application site.

REASON: The hedges and trees are an important feature in the area and this condition is imposed to make sure that it is properly protected while building works take place on the site.

25. No development shall take place until a programme of archaeological work which includes a written scheme of investigation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include an assessment of significance and research questions; and:

- The programme and methodology of site investigation and method
- The programme for post investigation assessment
- Provision to be made for analysis of the site investigation and recording
- Provision to be made for the publication and dissemination of the analysis and records of the site investigation
- Provision to be made for archive deposition of the analysis and records of the site investigation
- Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

All works including site clearance shall be carried out in accordance with the Written Scheme of Investigation.

REASON: To make sure that any heritage assets are appropriately recorded and/or protected to allow compliance with policies CS14 of the Development Plan and the advice within the NPPF.

26. No development approved by this planning permission shall take place until such time as a surface water drainage scheme has been submitted to, and approved in writing by the Local Planning Authority.
REASON: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site.
27. No development approved by this planning permission shall take place until such time as details in relation to the management of surface water on site during construction of the development has been submitted to, and approved in writing by the Local Planning Authority.
REASON: To prevent flooding by ensuring the satisfactory management of surface water at the site.
28. No occupation of the development approved by this planning permission shall take place until such time as details in relation to the long-term maintenance of the surface water drainage system within the development have been submitted to and approved in writing by the Local Planning Authority.
REASON: To establish a suitable maintenance regime that may be monitored over time; that will ensure the long-term performance, both in terms of flood risk and water quality, of the surface water drainage system (including sustainable drainage systems) within the proposed development.
29. No development approved by this planning permission shall take place until such time as infiltration testing has been carried out (or suitable evidence to preclude testing) to confirm or otherwise, the suitability of the site for the use of infiltration as a drainage element, has been submitted to and approved in writing by the Local Planning Authority.
REASON: To demonstrate that the site is suitable (or otherwise) for the use of infiltration techniques as part of the drainage strategy
30. No development approved by this planning permission shall commence until an Ecological Mitigation Strategy for the site is submitted in writing for approval. The development shall be carried out and retained thereafter in accordance with the approved details.
REASON: To ensure the design and construction of the development does not result in the loss of any biodiversity features, habitats or protected species in accordance with Policy CS13 and the NPPF.
31. Notwithstanding the submitted details, no development shall commence on site until a Phase II ground investigation has been undertaken to identify the extent, scale and type of any contamination at the site. If contamination is identified a detailed remediation scheme to bring the site to a condition suitable for the intended use along with a timetable for implementation shall be submitted in writing to the local planning authority for approval. Upon completion of the approved remedial measures a site verification report shall be provided to the satisfaction of this department including conclusive evidence that the remedial measures have been implemented and the site is suitable for its intended use.
REASON: To ensure that the occupiers of the development are not put at unacceptable risk from land contamination.

32. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until an amendment to the remediation strategy detailing how this unexpected contamination shall be dealt with has been submitted in writing and approved by the local planning authority.
REASON: To ensure that the occupiers of the development are not put at unacceptable risk from land contamination.
33. The details submitted pursuant to condition 2 above shall include an appropriate air quality assessment to determine Air Quality impacts associated with the traffic generated by the development. The assessment shall include receptors adjacent to all roads where a significant change in traffic is predicated, and, where necessary set out a mitigation strategy, including a timetable for implementation, for any necessary remedial measures.
REASON: To ensure that the occupiers of the development are not put at unacceptable risk from air contamination.

The requirements of these conditions must be complied with.

Note:-

A fee is payable where a written request is made for written confirmation that one or more conditions imposed on the same planning permission have been complied with. Please visit our website for more information. <http://www.charnwood.gov.uk/pages/planapps>

The following notes should be taken into account when carrying out the development

1. Planning Permission has been granted for this development because the Council has determined that it is generally in accordance with the terms of Development Plan policies CS1, CS2, CS3, CS11, CS13, CS14, CS16, CS24, CS25, ST/2, CT/1, CT/2, EV/1, TR/18, because the benefits of the proposal are not significantly and demonstrably outweighed by the harm identified. There are no other issues arising that would indicate that planning permission should be refused.
2. The Local Planning Authority has acted pro-actively through early engagement with the Applicant at the pre-application stage and throughout the consideration of this planning application. This has led to improvements with regards the development scheme in order to secure a sustainable form of development in line with the requirements of Paragraph 38 of the National Planning Policy Framework (2019), and in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015.
3. Care should be taken during site works to make sure that hours of operation, methods of work, dust and disposal of waste do not unduly disturb nearby residents.
4. This permission has been granted following the conclusion of an agreement under Section 106 of the Town & Country Planning Act 1990 relating to the provision of infrastructure contributions necessary to make the development acceptable in planning terms.

5. Planning Permission does not give you approval to work on the public highway. To carry out off-site works associated with this planning permission, separate approval must first be obtained from Leicestershire County Council as Local Highway Authority. This will take the form of a major section 184 permit/section 278 agreement. It is strongly recommended that you make contact with Leicestershire County Council at the earliest opportunity to allow time for the process to be completed. The Local Highway Authority reserve the right to charge commuted sums in respect of ongoing maintenance where the item in question is above and beyond what is required for the safe and satisfactory functioning of the highway. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://resources.leicestershire.gov.uk/lhdg>
6. To erect temporary directional signage you must seek prior approval from the Local Highway Authority in the first instance (telephone 0116 305 0001).
7. All proposed off site highway works, and internal road layouts shall be designed in accordance with Leicestershire County Council's latest design guidance, as Local Highway Authority. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://resources.leicestershire.gov.uk/lhdg>
8. Prior to construction, measures should be taken to ensure that users of the Public Right(s) of Way are not exposed to any elements of danger associated with construction works. Public Rights of Way must not be re-routed, encroached upon or obstructed in any way without authorisation. To do so may constitute an offence under the Highways Act 1980. If there are any Public Rights of Way which the applicant considers impracticable to retain on their existing lines, a separate application for diversion is required. It should be submitted under the Town and Country Planning Act 1990 to the Local Planning Authority. The applicant is not entitled to carry out any works directly affecting the legal line of a Public Right of Way until a Diversion Order has been confirmed and become operative.
9. If the developer requires a Right of Way to be temporarily diverted, for a period of up to six months, to enable construction works to take place, an application should be made to networkmanagement@leics.gov.uk at least 12 weeks before the temporary diversion is required. Public Rights of Way must not be further enclosed in any way without undertaking discussions with the Highway Authority (0116) 305 0001. Any damage caused to the surface of a Public Right of Way, which is directly attributable to the works associated with the development, will be the responsibility of the applicant to repair at their own expense to the satisfaction of the Highway Authority.
10. No new gates, stiles, fences or other structures affecting a Public Right of Way, of either a temporary or permanent nature, should be installed without the written consent of the Highway Authority. Unless a structure is authorised, it constitutes an unlawful obstruction of a Public Right of Way and the County Council may be obliged to require its immediate removal.

11. All work shall follow recognised good practice such as those detailed in BS 5228 "Noise control on construction and open sites", the BRE report "Control of Dust from Construction and Demolition Activities.
12. There shall be no burning of waste on the site.
13. There shall be no audible demolition/construction noise beyond the site boundary before 07.30 or after 18.00 hours Monday to Friday or between 0800 and 1300 hours on Saturdays, with no working on Sundays or Bank Holidays.
14. The surface water drainage scheme shall include the utilisation of holding sustainable drainage techniques with the incorporation of sufficient treatment trains to maintain or improve the existing water quality; the limitation of surface water run-off to equivalent greenfield rates; the ability to accommodate surface water run-off on-site up to the critical 1 in 100 year return period event plus an appropriate allowance for climate change, based upon the submission of drainage calculations.
15. Full details for the drainage proposal should be supplied including, but not limited to; construction details, cross sections, long sections, headwall details, pipe protection details (e.g. trash screens), and full modelled scenarios for the 1 in 1 year, 1 in 30 year and 1 in 100 year plus climate change storm events.
16. Details should demonstrate how surface water will be managed on site to prevent an increase in flood risk during the various construction stages of development from initial site works through to completion. This shall include temporary attenuation, additional treatment, controls, maintenance and protection. Details regarding the protection of any proposed infiltration areas should also be provided.
17. Details of the surface water Maintenance Plan should include for routine maintenance, remedial actions and monitoring of the separate elements of the surface water drainage system that will not be adopted by a third party and will remain outside of individual householder ownership.
18. The results of infiltration testing should conform to BRE Digest 365 Soakaway Design. The LLFA would accept the proposal of an alternative drainage strategy that could be used should infiltration results support an alternative approach.
19. Where there are any works proposed as part of an application which are likely to affect flows in an ordinary watercourse or ditch, the applicant will require consent under Section 23 of the Land Drainage Act 1991. This is in addition to any planning permission that may be granted. Guidance on this process and a sample application form can be found via the following website:
<http://www.leicestershire.gov.uk/flood-risk-management>
20. Applicants are advised to refer to Leicestershire County Council's culverting policy contained within the Local Flood Risk Management Strategy Appendix document, available at the above link. No development should take place within 5 metres of any watercourse or ditch without first contacting the County Council for advice.

21. Overland flow routes as shown on the update map for surface water should be considered such that buildings are not placed directly at risk of surface water flooding. Such flow routes should be utilised for roads and green infrastructure.
22. Where a drainage ditch adjoins or flows through a development, provision should be made such that the ditch can be made throughout the life of the development. The ownership and responsibility for maintenance of the ditch should also be clearly identified and conveyed to the relevant parties.

28 September 2022

Appendix 1
The Plans

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



.....
Authorised Signatory



2022/23-72

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



.....
Authorised Signatory



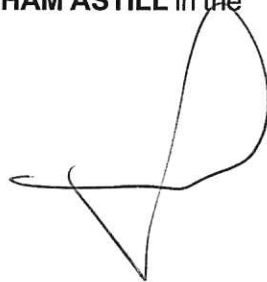
39324(a)

**SIGNED as a DEED by
PETER JOHN NEEDHAM ASTILL** in the
presence of:

Witness' Signature:

Witness' Name:

Witness' Address:



.....
Tom Bird
Solicitor
5 Brook Park
Gaddesby Lane
Rearsby
Leicestershire LE7 4ZB

I confirm that I was physically present when Peter John Needham Astill signed this deed