

DATED

13 February

2023

(1) FRED NICHOLAS BARBER AND GEOFFREY TOM BARBER

(2) CHARNWOOD BOROUGH COUNCIL

(3) LEICESTERSHIRE COUNTY COUNCIL

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

**relating to the development of land at Peashill Farm, Sileby**

**Application Reference: P/21/2131/2**

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THIS DEED is made the

13 day of February

2023

## BETWEEN

- (1) FRED NICHOLAS BARBER AND GEOFFREY THOMAS BARBER of 903 Loughborough Rd, Rothley, Leicestershire LE7 7NH and of Home Farm, Humble Lane, Cossington, Leicestershire LE7 4SL respectively ("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 library facilities for the area in which the Site is situated.
3. The Owner is the freehold owner of the Site which is part of the registered title LT458551 which is free from restriction or encumbrances that prevent the Owner from entering into this Deed or that limit its scope or effect as shown edged red on Plan 1 which is the land bound by the terms of this Deed ("the Site").
4. Barwood Development Securities 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.
5. 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.
6. 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:

<b>Act</b>	the Town and Country Planning Act 1990;
<b>Affordable Housing</b>	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;
<b>Affordable Housing Scheme</b>	a scheme for the Site to be submitted to and agreed by the Council for the provision of Affordable Housing within the Development which:



i) provides for 30% 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) the number, location, type and size of Affordable Dwellings to be constructed on the Site;

v) the Affordable Housing is in line with identified housing need, which may include a proportion of wheelchair accessible homes built to M4(3) Building Regulations with a Level Access Shower Provision in situ.

vi) the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;

vii) the Affordable Housing Mix which should reflect the sizes and house types of the Development as a whole unless otherwise agreed with the Council;

viii) 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

ix) such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme;

or such alternative scheme as may be submitted by the Owner in writing and agreed by the Council

**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** the mix of tenures of the Affordable Housing Dwellings which shall be:



(i) 66% for Affordable Rented Dwellings and or Social Rented Dwellings; and

(ii) 34% 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**

means to a standard which is no less than that of the Market Dwellings and the Affordable Rented Dwellings and Intermediate Dwellings meet the Government's Nationally Described Space Standard and are designed to accommodate the following number of people:

- 1 bed maisonette/house/bungalow accommodates 2 people;
- 2 bed house/bungalow accommodates 4 people;
- 3 bed house accommodates a minimum of 5 people;
- 4 bed house accommodates a minimum of 7 people

unless otherwise proposed by the Owner and prior agreed in writing by the Council;

**Allotments Contribution**

the sum of £19,761.00 (nineteen thousand seven hundred and sixty one pounds) (Index Linked) payable to Council for use towards off-Site provision or enhancement of allotment facilities in Sileby;

**Application**

the outline application for planning permission for development of the Site for up to 175 dwellings with associated infrastructure, accesses, landscaping and open space and allocated reference number P/21/2131/2;

**Approval of Details Fee**

the sum of £292.00 (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 Impact Compensation**

a payment (Index Linked) calculated using cost model WCCv19.1 or the cost model prescribed from time to time by the UK Government or which is agreed between the Owner and Council payable by the Owner to the Council



	towards the enhancement and security of long term management of biodiversity within the vicinity of the Site;
<b>Biodiversity Mitigation Strategy</b>	<p>a strategy for biodiversity mitigation which is to include:</p> <ul style="list-style-type: none"> <li>- a new Biodiversity Impact Assessment (BIA) with an agreed baseline for the Site</li> <li>- 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 by provision of the Off Site Biodiversity Area or as a final resort by payment of the Biodiversity Impact Compensation being by provision one measure only or if the Owner and Council agree a combination of parts of these measures;</li> </ul>
<b>Bus Passes</b>	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 issue of each bus pass and <b>"Bus Pass"</b> shall be construed accordingly;
<b>Bus Pass Contribution</b>	the sum of £940.00 (nine hundred and forty pounds) Index Linked per Dwelling to be paid by the Owner to the County Council for the provision of up to two adult Bus Passes per Dwelling for the first Occupiers of that Dwelling;
<b>Chargee</b>	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;
<b>Chargee's Duty</b>	the tasks and duties set out in paragraph 37 of Schedule 2 to this Deed;
<b>Civic Amenity Contribution</b>	the sum of £9,042.25 (nine thousand and forty two pounds and twenty-five pence) Index Linked to be paid by the Owner to the County Council towards site reconfiguration and/or development of waste infrastructure to increase the capacity at Mountsorrel Household Waste Recycling Centre. ;
<b>Commencement of Development</b>	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 <b>PROVIDED THAT</b> 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 " <b>Commencement</b> " and " <b>Commence</b> " shall be construed accordingly;
<b>Council Monitoring Fee</b>	the sum of £328.00 (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;
<b>County Council Monitoring Costs Contribution</b>	the sum of £300.00 (Three Hundred Pounds) or 0.5% of the value of any contribution due under this Agreement (whichever is greater) to the County Council per obligation payable towards the County Council's costs of monitoring compliance with the obligations contained within the Schedule 3;
<b>Development</b>	the development of the Site as specified in the Application;
<b>Disposals</b>	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;
<b>Dwelling</b>	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;
<b>Early Years Education Contribution</b>	the sum of £133,605.00 (one hundred and thirty three thousand six hundred and five pounds) Index Linked to be paid by the Owner to the County Council to be applied towards improving, remodelling or enhancing early years learning facilities at Highgate Community Primary School or at any other early years providers in the locality of the Development.
<b>Eligible Households</b>	households whose needs are not met by the market having regard to local incomes and local house prices and in the case of rented dwellings meet the Council's Allocations Policy;
<b>Bus Stop Contribution</b>	The sum of £10,800.00 (ten thousand eight hundred pounds) Index Linked to be paid by the Owner to the County Council to be used to provide two new bus stops with raised and dropped kerb provision flags and pole and timetable cases at locations to be agreed with the County Council



<b>Healthcare Contribution</b>	the sum of £72,649.50 (seventy two thousand six hundred and forty nine pounds and fifty pence) (Index Linked) to be paid by the Owner to the Council to be used to provide additional clinical accommodation at The Banks Surgery and Highgate Medical Centre surgeries in Sileby to account for the additional users generated by the Development;
<b>Healthcare Provider</b>	Leicester, Leicestershire and Rutland ICB Commissioning Group or its successor organisation;
<b>Homes England</b>	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;
<b>Index</b>	<p>for all contributions and payments in respect of which indexation is payable 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 18.2 and 18.3 the Consumer Prices Index ("CPI")</p> <p>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;</p>
<b>Index Linked</b>	adjusted in accordance with clause 15;
<b>Interest</b>	interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time;
<b>Libraries Contribution</b>	the sum of £5,298.30 (five thousand two hundred and ninety eight pounds and thirty pence) Index Linked to be paid by the Owner to the County Council to be used to provide improvements to Sileby Library and its facilities, including, but not limited to books, materials, or associated equipment or to reconfigure the internal or external library space to account for additional usage of the venue arising from an increase in members to the library as a result of this Development



<b>Management Entity</b>	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;
<b>Market Housing Dwelling</b>	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 " <b>Market Housing Dwellings</b> " shall be construed accordingly;
<b>Material Operation</b>	a material operation as defined in Section 56(4)(a)-(e) of the Act carried out on the Site pursuant to the Planning Permission;
<b>Nomination Agreement</b>	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;
<b>Occupation</b>	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 " <b>Occupy</b> ", " <b>Occupied</b> ", and " <b>Occupier</b> " shall be construed accordingly;
<b>Off Site Biodiversity Area</b>	means any area or areas that the Owner and the Council may agree as being suitable to provide biodiversity habitat to offset any shortfall in provision of such habitat on the Site for the purposes of biodiversity mitigation as identified in the Biodiversity Mitigation Strategy;
<b>Off Site Biodiversity Scheme</b>	means the scheme to be submitted to the Council which is informed by the Approved Biodiversity Mitigation Strategy (defined in Part 4 of Schedule 2) and which provides for the following: <ul style="list-style-type: none"> <li>• The identification of the Off Site Biodiversity Area and any works or planting required</li> <li>• Arrangements for the implementation of the scheme including timetable for provision and certification that the Off Site Biodiversity Area has been provided in accordance with the approved details</li> <li>• The management and maintenance arrangements for the Off Site Biodiversity Area for not less than 30 years from the date of implementation of the Approved Biodiversity Mitigation Strategy</li> </ul>



- The arrangements for monitoring (including access to the site for the purposes of monitoring if necessary and carrying out of remedial works needed to comply with the Approved Off Site Biodiversity Scheme

**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 (defined in Part 4 of Schedule 2) 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 Approved 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 needed 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 the details of which are to be submitted to the Council pursuant to conditions 3 and 6 of the Planning Permission

**Open Space Scheme**

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



	<ul style="list-style-type: none"> <li>- details of the proposed management and maintenance of the Open Space and all component parts thereof in perpetuity</li> <li>- a means by which public access to the Open Space will be secured in perpetuity</li> <li>- details of the arrangements for satisfactory permanent funding for the maintenance of the Open Space;</li> </ul>
<b>Outdoor Sports Facilities Contribution</b>	the sum of £57,626.00 (fifty seven thousand six hundred and twenty six pounds) (Index Linked) payable to the Council towards the provision and improvements to changing facilities at Sileby Cricket Club or provision and improvements of any other purpose of outdoor sport facilities within the locality of the Development as may be agreed by the Parties;
<b>Plan 1</b>	the plan labelled "Plan 1" showing the Site attached to Appendix 1 of this Deed;
<b>Planning Obligation</b>	any of the obligations set out in Schedules 2 and 3 of this Deed and Planning Obligations shall be construed accordingly;
<b>Planning Permission</b>	the planning permission subject to conditions to be granted by the Council pursuant to the Application substantially in the form set out in Schedule 6;
<b>Practical Completion</b>	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;
<b>Primary Education Contribution</b>	the sum of £963,690.00 (nine hundred and sixty three six hundred and ninety pounds) (Index Linked) to be paid by the Owner to the County Council to be towards provision, improvement, remodelling or enhancement of education facilities at Highgate Community Primary School or any other primary school within the locality of the Development;
<b>Protected Tenant</b>	<p>any tenant who:</p> <p>(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</p>



	<p>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling;</p> <p>(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;</p>
<b>Registered Provider</b>	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;
<b>Reserved Matters Approval</b>	an approval of details by the Council submitted pursuant to condition 3 of the Planning Permission
<b>Secondary Education Contribution</b>	the sum of £522,426.10 (five hundred and twenty two thousand four hundred and twenty six pounds and ten pence) Index Linked to be paid by the Owner to the County Council to be applied towards improving, remodelling or enhancing facilities at Humphreys Perkins School or any other secondary school within the locality of the Development;
<b>Shared Ownership Dwellings</b>	an Affordable Housing Dwelling purchased on a shared equity basis, whereby initially not more than 75% and not less than 10% of the equity is offered to the purchaser or such percentages as may be specified under the Government's Affordable Homes Programme (or equivalent programme) applicable at the time the Affordable Housing Dwellings are built, the freehold of which is initially vested in a Registered Provider with the flexibility to Staircase to 100% of the equity;
<b>Shared Ownership Lease</b>	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;
<b>Site</b>	the property to which the Application relates and shown for the purposes of identification only edged red on the Plan 1;



<b>Site Inspection Fee</b>	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
<b>Social Rented Dwellings</b>	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;
<b>Special Education Contribution</b>	the sum of £98,784.76 (ninety eight thousand seven hundred and eight four pounds and seventy six pence) (Index Linked) to be paid by the Owner to the County Council towards the improvement, remodelling or enhancement of education facilities at Ashmount School or for improving capacity at any other special educational needs facilities within the locality of the Development;
<b>Staircase</b>	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 " <b>Staircased</b> " shall be construed accordingly;
<b>Transfer</b>	a freehold transfer (or the making of a freehold transfer) of land with full title guarantee and vacant possession and free from encumbrances and " <b>Transferred</b> " shall be construed accordingly;
<b>Travel Pack</b>	a pack produced by the County Council for each Dwelling including an application for up to two Bus Passes and providing information on public transport and other means of travel to and from the Development other than by the private car;
<b>Travel Pack Contribution</b>	the sum of £52.85 per Dwelling Index Linked to be paid by the Owner to the County Council as a contribution towards the provision of one Travel Pack per Dwelling;
<b>Travel Plan</b>	the travel plan submitted as part of the Application;
<b>Travel Plan Coordinator</b>	an individual to be approved in writing by the County Council acting reasonably whose responsibility is to monitor and implement the Travel Plan;
<b>Travel Plan Monitoring Fee</b>	the sum of £6,000 to be paid by the Owner to the County Council to monitor the obligations within the Travel Plan under the County Council's STARS scheme (Sustainable Travel Accreditation and Recognition Scheme);
<b>Working Day</b>	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 and their successors in title.
- 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 Site 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 Site 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 Site 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 Site (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 Site 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 Site 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 Site) the area of the Site 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 subject to indexation under this Deed shall be increased by an amount equivalent to the increase in the relevant Index from the date of this Deed until the date on which such sum is paid EXCEPT in regards to the Early Years Education Contribution Primary Education Contribution the Secondary Education Contribution and the Special Education Contribution where indexation will be from the date of 1st July 2021 until the date on which such sum is paid.

**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 to be carried out 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 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 – Site**

Land at Peashill Farm Sileby being part of registered title LT458551 and shown for the purposes of identification only edged red on Plan 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; and
  - 1.2. upon reaching any of the thresholds in the Development specified in this Schedule relating to the timing of covenants becoming owed to the Council';

#### **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 60% of the Dwellings
5. Not to Practically Complete or cause or permit the Practical Completion of more than 59% 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 by the Council of both the invitation and Site Inspection Fee 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 Council and the Owner 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 and 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 the date the Council confirms in writing or has deemed to confirm 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. To pay to the Council the Allotments Contribution and not to allow the Development to pass the threshold specified in this paragraph 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:
  - 15.1 50% prior to first Occupation of any of the Dwellings; and
  - 15.2 the remaining 50% prior to first Occupation of 25% of the Dwellings
- 16. To pay to the Council the Outdoor Sports Facilities Contribution in the flowing instalments and not to allow the Development to pass the threshold specified in this paragraph 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:
  - 16.1 50% prior to Commencement of the Development ; and
  - 16.2 the remaining 50% prior to first Occupation of any Dwelling

#### **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 for approval with the first Reserved Matters Application submitted pursuant to the Planning Permission PROVIDED that if that Reserved Matters Application is refused the Affordable Housing Scheme shall be submitted with the next Reserved Matters Application and this requirement shall continue to apply until the applicable Reserved Matters Application has been approved and not to Commence the Development until the Affordable Housing Scheme has been approved in writing and thereafter to construct and provide the Affordable Dwellings in accordance with the approved Affordable Housing Scheme unless otherwise agreed in writing by the Council.
- 19. Subject to the provision of this Deed, no less than 30% 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 and proposed rent levels.
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 [8] of this Schedule for all or any of the Affordable Housing Dwellings by the trigger point within paragraph [8] 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 [10] 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 by 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 [11] 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 [8]and [9] 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 used for the purpose of providing affordable housing within the Borough of Charnwood.



## **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 form 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 not to carry out a Material Operation until the Council has approved the Biodiversity Mitigation Strategy in writing ("the Approved Biodiversity Mitigation Strategy") PROVIDED that if the Reserved Matters Application is refused the Biodiversity Mitigation Strategy shall be submitted with the next reserved matters application and this shall continue to apply until the applicable reserved matters application has been approved
33. Thereafter to provide the mitigation required by the Approved Biodiversity Mitigation Strategy in the following order of preference and as approved by the Council save that the Owner and the Council may agree to provide the Approved Biodiversity Mitigation Strategy by way of a combination of parts of all or any of the proposals specified in paragraphs 33.1-33.3 below:
  - 33.1 to provide the On Site Biodiversity Area in accordance with the Approved On Site Biodiversity Scheme (as defined below);
  - 33.2 where the provision of a On Site Biodiversity Scheme is not practical or where the parties (acting reasonably) agree due to adverse impacts on the Development or the developable area of the Site to provide the Off Site Biodiversity Area in accordance with the Approved Off Site Biodiversity Scheme (as defined below);
  - 33.3 to pay the Biodiversity Impact Contribution to the Council where the parties agree
34. If the Owner is to provide the On Site Biodiversity Area the Owner shall prior to Commencement of Development submit the On Site Biodiversity Scheme to the Council for approval and not Commence the Development until the On Site Biodiversity Scheme has been approved in writing by the Council ("the Approved On Site Biodiversity Scheme") thereafter the Approved On Site Biodiversity Scheme shall be implemented and complied with either in accordance with agreed arrangements between the Owner and the Council or in the absence of agreement prior to first Occupation of any Dwelling and not to Occupy any Dwellings until the Approved On Site Biodiversity Scheme has been implemented and completed in full to the Council's satisfaction.
35. If the Owner is to provide the Off Site Biodiversity Area the Owner shall prior to Commencement of Development submit the Off Site Biodiversity Scheme to the Council for approval and not Commence the Development until the Off Site Biodiversity Scheme has been approved in writing by the Council ("the Approved Off Site Biodiversity Scheme") thereafter the Approved Off Site Biodiversity Scheme shall be implemented and complied with either in accordance with agreed arrangements between the Owner and the Council or in the absence of agreement prior to first Occupation of any Dwelling and not to Occupy any Dwellings until the Approved Off Site Biodiversity Scheme has been implemented and completed in full to the Council's satisfaction.
36. If the Biodiversity Impact Contribution is to be paid in lieu of an On Site Biodiversity Area or Off Site Biodiversity Area this shall be paid to the Council prior to the first



Occupation of any of the Dwellings and not to Occupy or permit Occupation of any Dwelling until the Biodiversity Impact Contribution has been paid to and received by the Council in full.

## **PART 5 – HEALTHCARE CONTRIBUTION**

37. 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 paragraph 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% upon the Commencement of Development; and

37.2 the remaining 50% prior to first Occupation of any 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 – EARLY YEARS CONTRIBUTION AND PRIMARY EDUCATION CONTRIBUTION**

2. Subject to paragraph 3 to Schedule 5:
  - 2.1. To pay 10% of the Early Years Contributions and the Primary Education Contribution to the County Council upon the Commencement of Development;
  - 2.2. To pay 45% of the Early Years Contributions and the Primary Education Contribution to the County Council prior to the Occupation of the 50th Dwelling;
  - 2.3. To pay the remaining 45% of the Early Years Contributions and 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 50th 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 50th 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 32<sup>nd</sup> Dwelling except 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 –BUS STOP CONTRIBUTION**

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

## **PART 7 – NOTIFICATIONS**

14. To give the County Council no less than 5 (five) Working Days' notice of the following:
  - 14.1. Commencement of Development;
  - 14.2. Occupation of the first Dwelling and;
  - 14.3. Occupation of the 32<sup>nd</sup> Dwelling and 50% of the Dwellings

## **PART 8 – CIVIC AMENITY CONTRIBUTION**

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

## **PART 9 – COUNTY COUNCIL MONITORING COSTS CONTRIBUTION**

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



## **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 To pay to the Owner such amount of the Allotments Contribution and/or the Outdoor Sports Facilities Contribution and/or the affordable housing commuted sum (if paid pursuant to paragraph 14 of Schedule 2) 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 ten 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 ten 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).
- 3 To use reasonable endeavours to procure for the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the contributions referred to in paragraph 2 of this Schedule paid by the Owner under this Deed provided that such request shall not be made before five years after the date of payment and such demands shall thereafter not be made more frequently than once each year nor later than ten years after the date of receipt by the Council of such payment.
- 4 Upon the written request of the Owner, 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 three years from the date of receipt of the Healthcare Contribution by the Healthcare Provider or five years from the date of payment whichever is the earlier and such demands shall not be made more frequently than once each year thereafter; and



6.3 return any unexpended part of the Healthcare Contribution to the Council after the expiry of ten 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 Owner any unexpended 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 them to the County Council under this Deed which has not been expended or committed to be 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 and where sums due are paid in tranches from the date of receipt of the final tranchéd 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 them 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.



## **Schedule 6**

### **Draft Planning Permission**



## DRAFT DECISION

Stantec  
Oxford Place  
61 Oxford Street  
Manchester  
M1 6EQ  
tim.coleby@stantec.com

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### Details of Application

**APPLICATION NO:** P/21/2131/2

**PROPOSAL:** Outline planning application with all matters reserved (except for access) for the development of up to 175 dwellings with associated infrastructure, accesses, landscaping and open space

**LOCATION:** Peashill Farm, Ratcliffe Road, Sileby, LE12 7QB

**APPLICANT** Barwood Development Securities Ltd

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**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: In order 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. The development hereby permitted shall be carried out in accordance with the following approved plans and details:

- edp4307\_d002g (Red Line Boundary)
- Tree Planting Design Code – August 2022
- 32210055-5513-001 Rev. A (Access from Phase 1 Spine Road)

The development hereby permitted shall be carried out in accordance with the principles set out on the indicative masterplan on drawing number edp4729\_d028f (Illustrative Masterplan) date 15 September 2021

REASON: To provide certainty and define the terms of the permission in accordance with Development Plan policy CS2 of Charnwood Development Plan (2011-2028), Saved Policies EV/1 of Charnwood Local Plan (2004), Design SPD and the NPPF.

3. 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.

4. Notwithstanding the submitted details, prior to any part of the development reaching



Damp Proof Course level or above, details of the type, texture and colour of the materials to be used on the external surfaces of the proposed development shall be submitted for the agreement of the local planning authority. Only materials agreed in writing by the local planning authority shall be used in carrying out the development.

REASON: In order to secure the satisfactory development of the application site in accordance with CS2 of Charnwood Development Plan (2011-2028), Saved Policies EV1 of Charnwood Local Plan (2004), Design SPG and the NPPF.

5. The details submitted pursuant to condition 3 above shall include full details of existing and proposed ground levels and finished floor levels shall show all buildings raised a minimum of 150mm above adjacent 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 of Charnwood Core Strategy (2011-2028) and EV/1 of Local Plan (2004) and NPPF.

6. The details submitted pursuant to condition 3 above shall include the following minimum amounts and typologies of open space:

- An 0.59ha on-site parks and amenity green space
- An 0.84ha on-site natural and semi-natural green space
- An 0.11ha on-site combined provision for children & 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 and NPPF.

7. The landscaping details submitted pursuant to condition 3 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 enhancement of hedgerow and high canopy tree species within the southern landscaped/tree buffer of the site and four street hierarchy typologies as per Tree Planting Design Code;
- iii. Specifications, where applicable for the following:
  - Permeable paving;
  - Tree pit design - indicating root available soil volumes and matched to species demands at mature size;
  - Sustainable urban drainage integration;
  - Surfacing within tree Root Protection Areas (RPAs)
  - Utilities
- iv. finished levels or contours within any landscaped areas;
- v. any structures to be erected or constructed within any landscaped areas including play equipment, street furniture and means of enclosure.
- vi. functional services above and below ground within landscaped areas; and
- vii. all existing trees, hedges and other landscape features, indicating clearly any to be removed.

Any trees or shrubs which, within 5 years from the completion of the development, die, are removed, or become severely damaged or seriously diseased, shall be replaced in the next planting season by others of similar size and species to those originally required to be planted. All boundary treatments shall be retained in the approved form.

REASON: In order to secure the satisfactory development of the application site and to landscaping scheme for the development is provided so that it integrates into the landscape and surrounding area and complies with policies CS2, CS11 and CS13 of Charnwood Local Plan and the NPPF.



8. A landscape and habitat management and maintenance plan, including a survey of the existing landscape and its condition, long term design objectives, management responsibilities and maintenance operations for all landscape areas, other than domestic gardens, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any phase of the development, whichever is the sooner, for its permitted use. The landscape management plan shall be implemented in accordance with the approved details and thereafter maintained.  
REASON: To protect the landscape character and amenity of the development site over the long term in accordance with Policies CS2, CS11, CS13, CS15 and CS16 and the National Planning Policy Framework.
9. No development shall take place until full details of the tree protection measures for all trees and hedges to be retained shall be submitted to and approved in writing by the Local Planning Authority. These measures shall be set out in a detailed site specific Arboricultural Method Statement and a tree protection plan to include the specification of the location and type of protective fencing, the timings for the erection and removal of the protective fencing, the details of any hard surfacing and underground services proposed within the root protection areas, all to be in accordance with the British Standard for Trees in Relation to Design, Demolition and Construction 5837 (2012 and any subsequent edition), and the monitoring of tree protection measures during construction. The development shall be undertaken and maintained in accordance with the approved details.  
REASON: This is required as a pre-commencement condition in accordance with the SI 2018 566 The Town and Country Planning (Pre-Commencement Conditions) Regulations 2018 as the information is required prior to development commencing in order to secure the satisfactory development of the application site in accordance and enhance the nature conservation interest of the site and achieve biodiversity net gain in accordance with policy CS11 and CS13 of Charnwood Development Plan (2011- 2028), Design SPG and the NPPF.
10. The development hereby approved shall not be occupied until a detailed lighting scheme has been submitted to and approved in writing by the Local Planning Authority. The detailed lighting scheme shall include site annotated plans showing lighting positions for the external spaces, facades, building elevations and structures they illuminate, site plans showing horizontal and vertical overspill to include light trespass and source intensity, affecting surrounding residential premises and details of the lighting fittings including: colour, watts and periods of illumination. All lighting works shall be implemented in accordance with the approved details and shall be completed prior to the occupation of any part of the development and thereafter maintained.  
REASON: to secure the satisfactory development of the application site and to safeguard the nature conservation value of the site in accordance with Policy CS2, CS11 and CS13 of Charnwood Local Plan (2011-2028), policy EV/1 of Local Plan (2004), Design SPD and the NPPF and the NPPF.
11. The details submitted in pursuant of condition 3 shall include full details of the proposed boundary treatment of the site shall be submitted to and approved in writing by the Local Planning Authority prior to its installation. These details shall include plans showing the locations of existing, retained and proposed new boundary treatments and scaled drawings indicating the positions, height, design, materials, type and colour of proposed new boundary treatments. The approved scheme shall be implemented before occupation of the dwelling (s) hereby permitted and shall be retained thereafter.  
REASON: to secure the satisfactory development of the application site in accordance



with Policy CS2 of Charnwood Local Plan (2011-2028), policy EV/1 of Local Plan (2004), Design SPD and the NPPF.

12. No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: Biodiversity) has been submitted to and approved in writing by the Local Planning Authority. The CEMP (Biodiversity) shall include the following:
- Risk assessment of potentially damaging construction activities
  - Identification of "biodiversity protection zones
  - Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements)
  - The location and timing of sensitive works to avoid harm to biodiversity features
  - The times during construction when specialist ecologists need to be present on-site to oversee works.
  - Responsible persons and lines of communication
  - The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person
  - Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

REASON: This is required as a pre-commencement condition in accordance with the SI 2018 566 The Town and Country Planning (Pre-Commencement Conditions) Regulations 2018 as the information is required prior to development commencing in the interests of nature conservation and safeguard any protected species present on the site in accordance with policy CS13 of Charnwood Core Strategy (2011-2028) and NPPF.

13. No development shall commence on the site until a construction and traffic management plan and method statement is submitted to and approved in writing by the Local Planning Authority. The method statement shall provide for details of the following:
- Routing of construction traffic
  - Parking of vehicles of site operatives and visitors
  - Loading and unloading of plant and materials
  - Storage of oils, fuels, chemicals, plant and materials used in constructing the development
  - Erection and maintenance of security hoarding,
  - Wheel-wash washing facilities and road-cleaning arrangements
  - Measures to control the emission of dust and dirt during construction
  - Use of water suppression
  - Hours of work on site, including deliveries and removal of materials
  - Location of temporary buildings and associated generators, compounds, structures and enclosures,
  - Timetable for their provision

The construction of the development shall thereafter be carried out in accordance with the approved details and timetable and shall be adhered to throughout the construction period.

REASON: This is required as a pre-commencement condition in accordance with the SI 2018 566 The Town and Country Planning (Pre-Commencement Conditions) Regulations 2018 as the information is required prior to development commencing in order to safeguard the amenities of occupiers of premises/dwellings in the vicinity and 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 in accordance with policy CS2, CS11 and CS13 of Charnwood Core Strategy (2011- 2028), policy EV/1, TR/4 and TR/18 of Local Plan (2004) and NPPF.

14. No part of the development hereby permitted shall be occupied until such time as the access arrangements shown on Drawing 32210055-5513-001 Rev. A have been implemented in full. Visibility splays once provided 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 ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, 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).
15. No part of the development hereby permitted shall be occupied until such time as 1 metre by 1 metre pedestrian visibility splays have been provided on the highway boundary on both sides of the access with nothing within those splays higher than 0.6 metres above the level of the adjacent footway/verge/highway and, once provided, shall be so maintained in perpetuity.  
REASON: In the interests of pedestrian safety in accordance with policy CS2 and CS17 of Charnwood Core Strategy (2011-2028), Saved Policies TR4 and TR/18 of Charnwood Local Plan (2004), Design SPG and the NPPF the National Planning Policy Framework (2021).
16. No part of the development hereby permitted shall be first occupied until an amended full Travel Plan which sets out actions and measures with quantifiable outputs and outcome targets has been submitted to and agreed in writing by the Local Planning Authority. Thereafter the agreed Travel Plan shall be implemented in accordance with the approved details.  
REASON: To reduce the need to travel by single occupancy vehicle and to promote the use of sustainable modes of transport in accordance with policy CS2 and CS17 of Charnwood Core Strategy (2011-2028), Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004), Design SPG and the NPPF the National Planning Policy Framework (2021).
17. No part of the development shall be occupied until such time as the highway improvement mitigation scheme shown on Brook Street - Cossington Road - High Street Mini Roundabout Mitigation drawing number 332010578-550-001 have been implemented in full.  
REASON: To mitigate the impact of the development, in the general interests of highway safety and in accordance with CS2 and CS17 of Charnwood Core Strategy(2011-2028), Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004) and the NPPF the National Planning Policy Framework (2021).
18. No part of the development hereby permitted shall be first occupied until a Public Transport Strategy has been submitted to and agreed in writing by the Local Planning Authority. Public Transport Strategy should include details of bus service along Wellbrook Avenue and Ratcliffe Road unless otherwise agreed in writing by the Local Planning Authority and shall be in operation prior to the occupation of the 50th dwelling. The Strategy shall also include details for the delivery of two new bus stops and infrastructure works including bus stop flags, shelters, raised kerbs, lighting, timetable and real time



information.

REASON: To reduce the need to travel by single occupancy vehicle and to promote the use of sustainable transport choices in accordance with policy CS2, Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004), Design SPG and the NPPF.

19. The layout details submitted pursuant to condition 3 shall include new cycle/ pedestrian links between the application site to phase 1 Peashill Farm (Ratcliffe Gardens) and Ratcliffe Road as shown on Drawing no. edp4729\_d037c (Phase II Masterplan with Wider Context). Prior to first occupation of the development hereby approved, full details of the new pedestrian and cycle links shall be submitted to and approved in writing by the Local Planning Authority. This shall include details of when new cycle/ pedestrian link shall be delivered. Thereafter works shall be completed and carried out in accordance with the approved details and maintained thereafter unless agreed in writing with the Local Planning Authority.

REASON: to secure the satisfactory development of the application site and to promote more sustainable transport choices in accordance with policy CS2, Saved Policies TR/4 and TR/18 of Charnwood Local Plan (2004), Design SPG and the NPPF.

20. 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. The development shall thereafter be carried out in accordance with these approved details and completed prior to first occupation of the development. REASON: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site in accordance with policy CS2 and CS16 of the Core Strategy 2011-2028 Core Strategy (2015) and the National Planning Policy Framework.

21. 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. The construction of the development must be carried out in accordance with these approved details.

REASON: To prevent an increase in flood risk, maintain the existing surface water runoff quality, and to prevent damage to the final surface water management systems though the entire development construction phase in accordance with policy CS16 of the Core Strategy and the NPPF.

22. 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. The surface water drainage system shall then be maintained in accordance with these approved details in perpetuity.

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 in accordance with policy CS16 of the Core Strategy and the National Planning Policy Framework.

23. 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 in accordance with policy CS16 of the Core



Strategy and the National Planning Policy Framework.

24. No development shall take place until an assessment of the nature and extent of contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include:

- (i) details of previous land uses;
- (ii) a site investigation survey of the extent, scale and nature of contamination;
- (iii) an assessment of the potential risks to:
  - human health,
  - property,
  - adjoining land,
  - groundwaters and surface waters,
  - ecological systems and archaeological sites and ancient monuments.

B. Submission of Remediation Scheme Where contaminated is found which poses unacceptable risks, as determined by the local planning authority in its response to (A), no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:

- (i) an options appraisal and remediation strategy;
- (ii) remediation objectives and remediation criteria;
- (iii) remediation works to be undertaken;
- (iv) a verification scheme providing details of the data that will be collected in order to demonstrate that the works set out in (iii) have been completed and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The scheme should be designed to ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use.

C. Implementation of Approved Remediation Scheme Where a detailed remediation scheme has been required and approved under (B), no occupation of any part of the permitted development which has been identified in the scheme as being subject to contamination shall take place until the approved scheme has been implemented and the verification report, including the results of sampling and monitoring carried out in accordance with the approved verification scheme to demonstrate that the site remediation criteria have been met, has been submitted to and approved in writing by the local planning authority. The report shall, if required by the local planning authority, also include a reassessment of the long-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The long-term monitoring and maintenance proposals shall be implemented as finally approved.

D. Reporting of Unexpected Contamination If, during development, contamination not previously identified is found to be present at the site:

- (i) it shall be reported to the local planning authority within 1 working day;
- (ii) no further development (unless otherwise agreed in writing by the local planning authority) shall be carried out until site investigations have been carried out and a remediation strategy has been submitted to and approved in writing by the local planning authority detailing how this unsuspected contamination will be dealt with;
- (iii) the remediation strategy shall be implemented as approved
- (iv) no occupation of any part of the permitted development identified in the remediation



strategy as being affected by the previously unidentified contamination shall take place until: a. the approved scheme has been implemented in full and any verification report required by the scheme has been submitted to and approved in writing by the local planning authority; b. if required by the local planning authority, any proposals for long term monitoring of pollutant linkages, maintenance and arrangements for contingency action have been submitted to and approved in writing by the local planning authority.

(v) the long-term monitoring and maintenance plan shall be implemented as approved.  
REASON: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property, ecological systems and heritage assets, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and others offsite receptors, in accordance with policy CS2 of Charnwood Local Plan (2011-2028) and NPPF.

25. The layout details submitted pursuant to condition 3 shall include full details of the electric charging points showing their proposed locations, type and specifications for each of the dwellings or shared space shall be submitted to and approved in writing by the local planning authority. Thereafter works shall be completed and carried out in accordance with the approved details and maintained thereafter unless agreed in writing with the Local Planning Authority.

REASON: to ensure that adequate provision is made to enable occupiers of and visitors to the development to be able to charge their plug-in and ultra-low emission vehicles in the interest of air quality and help mitigate climate change in accordance with policy CS2 and CS16 of Charnwood Local Plan (2011-2028) and the NPPF.

26. 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.

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, CS17, CS18, CS24, CS25, ST/2, CT/1, CT/2 of Charnwood Core Strategy (2011-2028), EV/1, TR/18 of Local Plan (2004) and M11 of Leicestershire County Council Mineral and Waste Local Plan, 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. 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.
- 4.

For Condition 20 - The 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.

- 5.
6. For Condition 21 - 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.

7. For Condition 22 - 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 property ownership. For commercial properties (where relevant), this should also include procedures that must be implemented in the event of pollution incidents.

8. For Condition 23 - 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. Where infiltration is deemed viable, proposed infiltration structures must be designed in accordance with CIRIA C753 "The SuDS Manual" or any superseding version of this guidance.

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>

9. 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.

This consent does not consider local watercourse bylaws. It is the responsibility of the applicant to check if the local borough or district council has their own bylaws which the proposals will also need to consider.

10. 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/lhd>

To erect temporary directional signage you must seek prior approval from the Local Highway Authority in the first instance (telephone 0116 305 0001).

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**15 December 2022**

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**Appendix 1**  
**The Plan**





Site Boundary (7.33ha)



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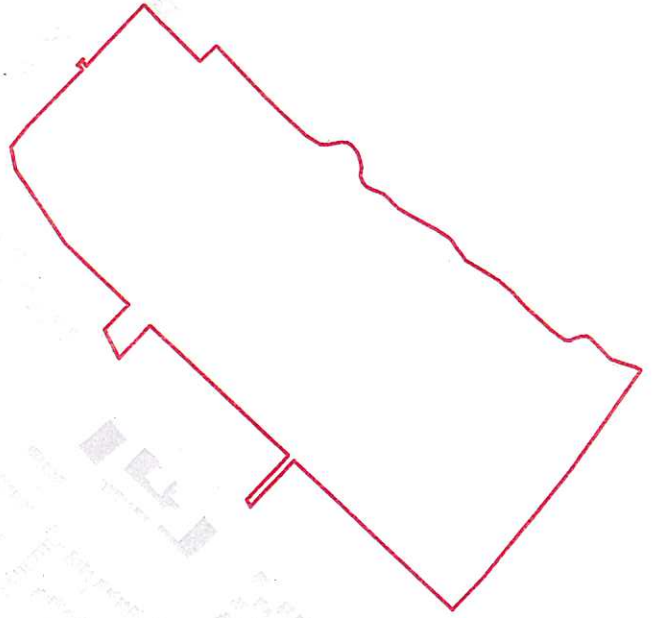
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2023-02-14



Peashill Farm  
Consented  
Development  
(Planning Ref: P/1710362)



client  
**Sarwood Development Securities Limited**

project title  
**Land at Peashill Farm, Ratcliffe Road, Sileby**

Phase II

drawing title  
**S106 Red Line Boundary**

date  
**02 FEBRUARY 2023**

drawn by  
**RA**

drawing number  
**edp107\_0044**

checked  
**PW**

scale  
**1:2,500 @ A3**

QA

the environmental  
dimension partnership

edp

Registration Office: 01535 710437 www.edp-uk.co.uk info@edp-uk.co.uk



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

.....  
Authorised Signatory



2022-23-116

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

.....  
Authorised Signatory



39632 (c)

**SIGNED as a DEED by** JAMES FREDRICK MICHAEL BARBER as attorney for  
**FRED NICHOLAS BARBER** in the  
presence of:

Witness' Signature: Elizabeth Martoram  
Witness' Name: ELIZABETH MARTORAM  
Witness' Address: 19-20 CHURCH GATE  
LOUGHBOROUGH  
LE11 1UD

.....

**SIGNED as a DEED by**  
**GEOFFREY TOM BARBER** in the presence of:

Witness' Signature: Elizabeth Martoram  
Witness' Name: ELIZABETH MARTORAM  
Witness' Address: 19-20 CHURCH GATE  
LOUGHBOROUGH  
LE11 1UD

.....