

DATED

1 November

2022

(1) MARK RITCHIE ASTILL

(2) INSIDE LAND (SOUTH) LIMITED

(3) CHARNWOOD BOROUGH COUNCIL

(4) LEICESTERSHIRE COUNTY COUNCIL

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

relating to the development of land off Homefield Road, Sileby

Application Reference: P/21/0535/2

THIS DEED is made the 1 day of November 2022

BETWEEN

- (1) MARK RITCHIE ASTILL of The Lilacs, 115 Barrow Road, Sileby, Leicestershire LE12 7LW ("the Owner");
- (2) INSIDE LAND (SOUTH) LIMITED (Co. Regn. No. 10593343) of Suite 2, Mayden House, Long Bennington Business Park, Main Road, Long Bennington, Nottinghamshire NG23 5JD ("the Developer");
- (3) CHARNWOOD BOROUGH COUNCIL of Southfield Road, Loughborough, LE11 2TX ("the Council"); and
- (4) 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 education, libraries and waste for the area in which the Site is situated.
3. The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title number LT435572.
4. The Developer has an interest in the Site pursuant to an option to purchase dated 13 September 2018.
5. British Gypsum Limited has an interest in the Site registered at the Land Registry with title number LT82771 in relation to gypsum and anhydrite and mines of gypsum and anhydrite.
6. Owl Partnerships Ltd, Nottingham Community Housing Association and the Developer submitted the Application to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
7. The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council and the County Council against the Owner and their successors in title pursuant to Section 106 of the Act in the event that the Planning Permission is granted.
8. The parties to this Deed have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Deed).

DEFINITIONS AND INTERPRETATION

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

Act means the Town and Country Planning Act 1990;

Affordable Housing has the meaning given to it in the National Planning Policy Framework July 2021 published by the then Department for Housing Communities and Local Government and is provided to eligible households

whose needs are not met by the market having regard to local incomes and local house prices as amended or replaced from time to time;

Affordable Housing Dwellings means those Dwellings within the Affordable Housing Scheme complying with the definition of Affordable Housing;

Affordable Housing Scheme means the scheme for the Site as agreed by the Council for the provision of Affordable Housing within the Development which is appended at Appendix 2 to this Deed and:

i) provides for all Dwellings forming part of the Development to be provided as Affordable Housing;

and

ii) identifies the tenure mix to be provided in accordance with the Affordable Housing Tenure Mix

unless otherwise agreed in writing between the Owner and the Council (acting reasonably);

Affordable Housing Tenure Mix

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

(i) 33 for Affordable Rented Dwellings and/or Social Rented Dwellings; and

(ii) 22 Intermediate Housing;

unless otherwise agreed in writing between the Owner and the Council (acting reasonably);

Affordable Rented Dwellings

means 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 or);

- in relation to at least 13 (thirteen) units a rent that is subject to the Local Housing Allowance (for the avoidance of doubt the location of these units is at the Owner's discretion); or

- such other equivalent affordable rented tenure as may be agreed by the Council in writing;

Allotments Contribution

means the sum of £6,211.00 (SIX THOUSAND TWO HUNDRED AND ELEVEN POUNDS) (Index Linked) payable to the Council for use towards off-site provision or enhancement of allotment facilities in Sibley;

Application	means the application for planning permission comprising the erection of 55 dwellings with associated infrastructure, access, landscaping and public open space validated by the Council on 9 March 2021 and allocated reference number P/21/0535/2;
Approval of Details Fee	means £292 (TWO HUNDRED AND NINETY TWO POUNDS) (Index Linked) for each submission and payable to the Council for the costs of considering and approving any details, document or scheme required to be submitted to the Council under the terms of this Deed;
Biodiversity Mitigation Contribution	means the sum of £166,129 (ONE HUNDRED AND SIXTY SIX THOUSAND ONE HUNDRED AND TWENTY NINE POUNDS) (Index Linked) to mitigate the loss of biodiversity;
Bus Passes	means an adult bus pass 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 (6) months commencing from Occupation of each Dwelling (at a maximum of two (2) per Dwelling) and " Bus Pass " shall be construed accordingly;
Bus Pass Contribution	means the sum of £1,200.00 (TWELVE HUNDRED POUNDS) (Index Linked) per Dwelling to be paid by the Owner to the County Council for the provision of up to two (2) adult Bus Passes per Dwelling for the first occupants of that Dwelling;
Chargee	means 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 Units;
Chargee's Duty	means the tasks and duties set out in paragraph 32 of Schedule 2 to this Deed;
Civic Amenity Contribution	means the sum of £2,842.00 (TWO THOUSAND EIGHT HUNDRED AND FORTY TWO POUNDS) (Index Linked) towards the increase and improvement of the facilities at Mountsorrel Waste and Recycling Facility;
Commencement of Development	means the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys,

	erection of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Deed and for no other purpose be deemed not to be material operations and "Commencement" and "Commence" shall be construed accordingly;
County Council Monitoring Contribution	means the sum of £300.00 (THREE HUNDRED POUNDS) per individual obligation or 0.5% of the value of the total contributions (whichever is greater) payable by the Owner to the County Council towards the County Council's costs of monitoring compliance with the Owner's obligations contained in this Deed;
CPI	means the consumer price index issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that it is no longer maintained;
Development	means the development of the Site as specified in the Application;
Disposals	means the sale, transfer, option, gift, exchange, declaration of trust, assignment, lease and including a contract for any such disposal and 'Disposal', 'Dispose' and 'Disposed of' shall be construed accordingly;
Dwelling	means 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;
Eligible Households	means households whose needs are not met by the market having regard to local incomes and local house prices;
Healthcare Contribution	means the sum of £40,505.00 (FORTY THOUSAND FIVE HUNDRED AND FIVE POUNDS) (Index linked) to be used to increase and improve facilities at The Banks and Highgate Medical Centre surgeries in Sileby to account for the additional users generated by the Development;
Healthcare Provider	means West Leicestershire Clinical Commissioning Group or any successor body or other body confirmed in writing by the Council;
Highway Contribution	means the sum of £3,500.00 (THREE THOUSAND FIVE HUNDRED POUNDS) (Index Linked) to be used to provide raised kerb provision at the Homefield Road bus stop (reference number 260008513) in the vicinity of the Site to support modern bus fleets with low floor capabilities;

Homes England	means 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;
Implementation	means 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 and "Implement" shall be construed accordingly;
Index	means for all contributions and payments pursuant to this Deed (save for those noted below) the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") 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 paragraphs 41 to 43 in schedule 2 the CPI;
Index Linked	means an increase in any specified payment in accordance with an increase in the Index pursuant to clause 15;
Interest	means interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time;
Intermediate Housing	means Shared Ownership Dwellings for sale through a Registered Provider and " Intermediate Housing Units " shall be construed accordingly;
LEAP Contribution	means the sum of £14,666.00 (FOURTEEN THOUSAND SIX HUNDRED AND SIXTY SIX POUNDS) (Index Linked) to be used towards improving facilities at Memorial Park;
Libraries Contribution	means the sum of £1,510.00 (ONE THOUSAND FIVE HUNDRED AND TEN POUNDS) (Index Linked) to be used to provide additional resources at Sileby Library, Cossington Road, Sileby to account for the additional users at Sileby Library generated by the Development;
Local Housing Allowance	means the local housing allowance rate applicable to the relevant Affordable Rented Dwelling for the appropriate 'broad rental market area' within which the Development is located as defined in and as published from time to time

in rates and / or guidance issued by the Valuation Office Agency or its statutory successors;

Management Entity

means such body or bodies as may be nominated or established by the Owner for the purpose of accepting a transfer of the Open Space and carrying out the long term management and maintenance of the Open Space;

Market Housing Unit

means a Dwelling constructed as part of the Development which shall be general market housing for sale on the open market and which is not an Affordable Housing Dwelling and "**Market Housing Units**" shall be construed accordingly;

Monitoring Fee

means the sum of £3600.00 (THREE THOUSAND SIX HUNDRED POUNDS) (Index Linked) to be paid by the Owner to the Council in accordance with Schedule 2 which shall be used by the Council to fund the monitoring of the Owner's obligations contained in this Deed

Nomination Agreement

means an agreement between the Registered Provider and the Council which entitles the Council to seek 100% nomination rights for initial lets of the Affordable Rented Dwellings and the Social Rented Dwellings and 75% nomination rights for relets;

Occupation

means occupation of a Dwelling for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "**Occupy**", "**Occupied**", and "**Occupier**" shall be construed accordingly;

Open Market Value

means the estimated amount for which an Affordable Housing Dwelling would be sold on the open market as a Market Housing Unit 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

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

1. Minimum 0.04 Ha parks
2. Minimum 0.26 Ha of natural and semi-natural open space

3. Minimum 0.06Ha Amenity Green Space
4. Provision for children in the form of a LEAP (1 facility) or payment of the LEAP Contribution
5. Provision for young people (1 facility) or payment of the Open Space Young Persons Contribution;

Open Space Scheme

means a scheme for the provision laying out and management and maintenance of the Open Space which shall include:

- details of the proposed management and maintenance of the Open Space and all component parts thereof in perpetuity
- a means by which public access to the Open Space will be secured in perpetuity
- details of the arrangements for satisfactory permanent funding for the maintenance of the Open Space
- details (including location) of the LEAP facility if the LEAP facility is to be provided on the Site instead of the payment of the LEAP Contribution
- details (including location) of the provision for young people if to be provided on the Site instead of the payment of the Open Space Young Persons Contribution;

Open Space Young Persons Contribution

means the sum of £52,470.00 (FIFTY TWO THOUSAND FOUR HUNDRED AND SEVENTY POUNDS) (Index Linked) towards the provision of new facilities or enhancement of existing facilities at Memorial Park;

Outdoor Sports Facilities Contribution

means the sum of £18,116.00 (EIGHTEEN THOUSAND ONE HUNDRED AND SIXTEEN POUNDS) (Index Linked) payable to the Council towards off-site outdoor sports facilities;

Plan

means the plan showing the Site attached to Appendix 1 of this Deed;

Planning Obligation

means any of the obligations set out in Schedules 2 and 3 of this Deed and Planning Obligations shall be construed accordingly;

Planning Permission	means the planning permission subject to conditions to be granted by the Council pursuant to the Application;
Post 16 Education Contribution	means the sum of £28,700.60.00 (TWENTY EIGHT THOUSAND SEVEN HUNDRED POUNDS AND SIXTY PENCE) (Index Linked) to be applied towards the provision of additional pupil places at Rawlins Academy, Quorn or any other post 16 education establishment within the locality of the Development in order to meet the needs of the Development;
Practical Completion	means the issue of a certificate of practical completion shall have been issued for the purposes of the Building Act 1984 and the Building Regulations 2010 (SI 2010/2214) and "Practical Completion" shall be construed accordingly;
Primary Education Contribution	means the sum of £247,806.00 (TWO HUNDRED AND FORTY SEVEN THOUSAND EIGHT HUNDRED AND SIX POUNDS) (Index Linked) to be applied towards the extension of Sileby Redlands Community Primary School or any other primary school within the locality of the Development in order to meet the needs of the Development;
Protected Tenant	means any tenant who: <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; (c) was granted a Shared Ownership Lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit;
Registered Provider	means 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;
Revised Affordable Housing Scheme	means a revised scheme for the Site for the provision of Affordable Housing within the Development to be substantially in the form of the Affordable Housing

Scheme but which will:

- (a) identify the location of the at least 13 (thirteen) units at a rent that is subject to the Local Housing Allowance
- (b) Incorporate any other changes required by the Owner

Shared Ownership Dwellings means an Affordable Housing Unit purchased on a shared equity basis, whereby initially not more than 75% and not less than 25% of the equity is offered to the purchaser, the freehold of which is initially vested in a Registered Provider with the flexibility to Staircase to 100% of the equity;

Shared Ownership Lease means a lease for an Affordable Housing Unit the terms of which provide for ownership to be shared between the Occupier and a landlord under which the Occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest such lease to include the Homes England model clauses for shared ownership dwellings published from time to time;

Site means the property described in Schedule 1 to this Deed and shown for the purposes of identification only edged red on the Plan;

Site Inspection Fee means £195 (ONE HUNDRED AND NINETY-FIVE POUNDS) (Index Linked) for each site inspection required by this Deed and payable to the Council towards its costs of preparing for attending such visit or site inspection;

Social Rented Dwellings means 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;

Staircase means the exercise of the right of a purchaser under a Shared Ownership Lease to increase their ownership in an Affordable Housing Unit up to 100% (one hundred percent) of the ownership in the relevant Affordable Housing Unit and "Staircased" shall be construed accordingly;

Travel Pack means a package of information containing at least the following:

- the provision of two (2) bus pass application forms for the Occupiers of any Dwelling;
- steps to promote rail travel by residents of the Development;
- details of the bus services serving the Development; and
- details of the sustainable modes of travel serving the development as may be appropriate;

Travel Pack Administration Fee means the sum of £500.00 (FIVE HUNDRED POUNDS) (Index Linked);

Travel Pack Contribution means the sum of £52.85 (FIFTY TWO POUNDS AND EIGHTY FIVE PENCE) (Index Linked) per Dwelling to be paid by the Owner to the County Council as a contribution towards the provision of one Travel Pack per Dwelling;

Working Day means 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 (as amended) and Section 1 of the Localism Act 2011 (as amended) 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.

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

4. This Deed takes effect immediately with the exception of clause 5 which is conditional on the grant of the Planning Permission and Implementation of Development (save for the obligations in paragraph 1.1 of Schedule 2 and paragraphs 15, 18 and 27.1 of Schedule 3 which take effect immediately).

5. CONDITION SUBSEQUENT

5.1 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 expires prior to Implementation of Development.

5.2 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.

6. THE OWNER'S COVENANTS

The Owner on behalf of themselves and any person deriving title to the Site from the Owner hereafter hereby covenants 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 to this Deed and hereby agrees 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.

7. COUNCIL'S COVENANTS

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

8. COUNTY COUNCIL'S COVENANTS

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

9. LIABILITIES

9.1 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 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.

9.2 **SAVE FOR** the owner-occupiers and/or tenants of the Affordable Housing Units 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 Schedule 3 of this Deed.

9.3 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.

10. 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.

11. CHANGE IN OWNERSHIP

11.1 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.

12. LOCAL LAND CHARGE

12.1 This Deed is a Local Land Charge and shall be registered as such by the Council.

12.2 Following the performance and satisfaction of all the obligations contained in this Deed to the Council's satisfaction, the Council shall forthwith effect the cancellation of all entries made in the register of Local Land Charges in respect of this Deed.

13. 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 or any amendments thereto) granted (whether or not on appeal) after the date of this Deed.

14. 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 (as amended) and no third party shall acquire any benefit, rights or claims whatsoever pursuant thereto.

15. INTEREST

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

16. INDEXATION

All sums referred to in Schedules 2 and 3 of this Deed shall be increased by an amount equivalent to the increase in the Index from the date of this Deed save in the case of the Post 16 Education Contribution and the Primary Education Contribution where it shall be 1 July 2021 until the date on which such sum is payable.

17. VAT

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

18. NOTICES

18.1 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 (or such other address from time to time as shall be notified to the parties) and in the case of the Council, the County Council and the Owner shall be sent to the addresses on page 2 of this Deed (or such other addresses from time to time as shall be notified to the parties).

18.2 Any notice or other written document shall in the case of the County Council be marked for the attention of the Planning Obligations Manager, Planning Historic and Natural Environment Department.

19. MISCELLANEOUS

19.1 The Developer 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 In the event that any new planning permission(s) relating to the Development are granted by the Council pursuant to section 73 of the Act and unless otherwise agreed by the Council acting in its complete discretion:

18.4.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to section 73 of the Act; and

18.4.2 the definition of Application and Planning Permission in this Deed shall be construed to include reference to any application under section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

18.4.3 this Deed shall be endorsed with the following words in respect of any future section 73 application:

"The obligations in this Deed relate to and bind the Development in respect of which a new planning permission referenced has been granted pursuant to section 73 of the Act"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the Act or the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to the Act.

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 such dispute or difference 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 (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) 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 (10) 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 (10) 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 laws of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

22. DELIVERY

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

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

Schedule 1 – The Site

Land off Homefield Road, Sileby being the land comprised in title number LT435572 registered at the Land Registry with title absolute and shown for the purposes of identification only edged red on the Plan attached to Appendix 1 of this Deed.

Schedule 2

The Owner's Covenants with the Council

The Owner hereby covenants with the Council as follows:

PART 1 – NOTIFICATIONS

1. To give the Council no less than 5 (five) Working Days' notice of the following:
 - 1.1. Implementation;
 - 1.2. Commencement of Development; and
 - 1.3. Occupation of the first Dwelling.

PART 2 – OPEN SPACE

2. Prior to Commencement of Development to submit and secure the approval of the Council in writing for the Open Space Scheme PROVIDED THAT the Open Space Scheme may be amended from time to time by written agreement with the Council.
3. Not to Commence the Development unless and until the Open Space Scheme has been approved by the Council ("the Approved Open Space Scheme") and thereafter to implement and comply with the Approved Open Space Scheme.
4. To provide in accordance with any conditions attached to the Planning Permission 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 (as set out below) 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 no more than 75% of the Dwellings
5. Not to Practically Complete or cause or permit the Practical Completion of more than 74% of the Dwellings until the Open Space has been laid out in accordance with any conditions attached to the Planning Permission and the Approved Open Space Scheme and this has been approved (or deemed to be approved) by the Council in accordance with this Schedule and it has been opened to the public in accordance with any conditions attached to the Planning Permission and Approved Open Space Scheme and thereafter the Owner covenants to maintain the Open Space in accordance with the Approved Open Space Scheme 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 and Approved Open Space Scheme 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 Working Days of receipt of the invitation and shall issue a notice to the Owner within 21 Working 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 21 Working Days of such an inspection 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 shall be repeated in respect of the Open Space until such time as the Council confirms in writing or has deemed that the Open Space has been laid out to its reasonable satisfaction
11. The Owner shall maintain the Open Space for a period of 12 months from such time as the Council confirms in writing or has deemed that the Open Space has been laid out to its reasonable satisfaction and shall rectify any defects which arise in the laying out of the Open Space
12. The Owner shall notify the Council at the end of the period of 12 months referred to in paragraph 11 and invite the Council in writing to inspect the Open Space with a view to confirming in writing that the Open Space has been maintained and any defects have been rectified (and the provisions of Paragraphs 7 to 10 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 Approved Open Space Scheme in perpetuity or until such time as it is transferred to a Management Entity in accordance with terms of this Schedule
14. To ensure that any subsequent transfer of land comprising the Open Space contains the following covenants for the benefit of the Owner's retained land:
 - 14.1 restriction preventing use for any purpose other than as public open space for use by the general public
 - 14.2 not to be used for a trade or business
 - 14.3 not to be used for residential purposes
 - 14.4 to keep the land in reasonable repair and condition
 - 14.5 not to obstruct the public highway
 - 14.6 to keep and properly maintain the boundaries in good repair and condition
 - 14.7 to properly keep and maintain landscaping
 - 14.8 to keep and maintain the land in a clean and tidy condition
 - 14.9 not to cause or knowingly permit any nuisance on the land

14.10 on any transfer or transfer of part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the owner for the benefit of the whole or relevant parts of the retained land to observe and perform these covenants

14.11 not to erect any buildings or other erections except equipment ancillary to the purpose for which the land is transferred

OPEN SPACE CONTRIBUTIONS

15. In the event that the Owner in its absolute discretion decides not to deliver the LEAP element of the Open Space on the Site the Owner shall pay the Council the LEAP Contribution:

15.1 prior to the Occupation; and

15.2 the Owner shall not Occupy or permit Occupation until the LEAP Contribution is paid to the Council in full

16. In the event that the Owner in its absolute discretion decides not to deliver the provision for young people element of the Open Space on the Site the Owner shall pay the Council the Open Space Young Persons Contribution:

16.1 prior to the Occupation; and

16.2 the Owner shall not Occupy or permit Occupation until the Open Space Young Persons Contribution is paid to the Council in full

DETAILS OF THE PROPOSED MANGEMENT AND MAINTENANCE OF THE OPEN SPACE

17. The Owner shall not complete a transfer of the Open Space to any Management Entity until the Council has approved the details submitted pursuant to paragraph 18 below and shall remain responsible for that maintenance unless the transfer to the Management Entity accords with those approved details

18. 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

18.1 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

18.2 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

- 18.3 Appropriate arrangements for the provision of security for funding
- 18.4 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, to include an obligation on the Owner to top-up funding and/or provide security in the event the Council confirms that monitoring reveals the Management Entity has inadequate funding to meet its obligations
- 18.5 The management and maintenance standards that are to be implemented and retained in perpetuity
- 18.6 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
- 18.7 Public access arrangements in perpetuity and ongoing community engagement and liaison
- 18.8 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
- 18.9 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 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

- 19. The Owner shall submit the Revised Affordable Housing Scheme to the Council prior to the Commencement of Development and shall not Commence the Development until the Council has approved the Revised Affordable Housing Scheme in writing ("the Approved Affordable Housing Scheme") and thereafter shall implement and comply with the Approved Affordable Housing Scheme
- 20. Subject to the provisions of paragraphs 31 and 32 this Schedule 2, all Dwellings in the Development shall be constructed provided and Occupied in accordance with the terms of this Deed as Affordable Housing Dwellings.
- 21. The Affordable Housing Dwellings shall be provided in accordance with the Affordable Housing Tenure Mix or any approved variation thereto.
- 22. 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

23. 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 first Occupation of any Dwelling in the Development and shall provide the Council with details of the intended Registered Provider.
24. 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 first Occupation of any Dwelling and shall provide the Council within 10 Working Days of completion written evidence of completion of any transfer to a Registered Provider.
25. In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 24 of this Schedule for all or any of the Affordable Housing Dwellings by the trigger point within paragraph 24 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.
26. In the event of paragraph 25 and provided the Council has confirmed in writing it is satisfied that the Owner has used its reasonable endeavors the Owner shall in the first instance seek an alternative Affordable Housing Tenure Mix to be agreed with the Council and shall for a further period of 3 months use reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider for the Affordable Housing.
27. In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 26 and the Council has confirmed it is satisfied that the Owner has for 3 months used its reasonable endeavours to do so the Owner will propose the gifting of a reasonable proportion of the Affordable Housing Units to the Council or to a Registered Provider nominated by the Council to the effect that the value of the gifted units reflects as closely as possible the value of the Owner subsidy in seeking a transfer of the Affordable Housing Units specified in the Affordable Housing Scheme
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 more than 81% of the 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 paid the remaining Affordable Housing Dwellings which have not been sold shall be released from the affordable housing obligations of this Deed and sold as Market Housing Dwellings and such sum shall only be applied for the purpose of providing or improving affordable housing within the Borough of Charnwood

NOMINATIONS AND FORM OF TRANSFER

29. The Owner covenants to ensure the Registered Provider has entered into a Nomination Agreement prior to Occupation of any of the Affordable Housing Units transferred to that Registered Provider
30. The Owner covenants that any transfer it makes to a Registered Provider shall contain the following provisions:
 - 30.1 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;
 - 30.2 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;
 - 30.3 The imposition of such covenants as the Owner shall reasonable require are consistent with the sale of Market Dwellings;
 - 30.4 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;
 - 30.5 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

31. From the date of Completion of the Affordable Housing Units 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:
 - 31.1 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;
 - 31.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty;
 - 31.3 any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or
 - 31.4 any purchaser from a mortgagee of an individual Affordable Housing Unit 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.
32. Any Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give written notice ("the Chargee's Notice") to the Council of its intention to dispose and:
 - 32.1 in the event that the Council responds within 3 (three) months from receipt of the Chargee's Notice indicating that arrangements for the transfer of the

Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use reasonable endeavours to complete such transfer for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interests and costs and expenses; or

32.2 if the Council does not serve its response to the Chargee's Notice within 3 (three) months of receipt of the same then the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule; or

32.3 if such a disposal has not completed within the 3 (three) month period from receipt of the Chargee's Notice the Chargee shall have complied with its obligations under paragraph 12 and the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 32 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage including all accrued principal monies, interest and any costs and expenses reasonably and properly incurred.

PART 4 – BIODIVERSITY MITIGATION CONTRIBUTION

33. To pay the Biodiversity Mitigation Contribution to the Council prior to Occupation.

34. Not to Occupy or permit Occupation until the Biodiversity Mitigation Contribution has been paid to the Council in full in accordance with this Deed.

PART 5 – HEALTHCARE CONTRIBUTION

35. To pay the Healthcare Contribution to the Council prior to Occupation.

36. Not to Occupy or permit Occupation until the Healthcare Contribution has been paid to the Council in full in accordance with this Deed

PART 6 – OUTDOOR SPORT FACILITIES CONTRIBUTION

37. To pay the Outdoor Sport Facilities Contribution to the Council prior to Occupation.

38. Not to Occupy or permit Occupation until the Outdoor Sport Facilities Contribution has been paid to the Council in full in accordance with this Deed.

PART 7 – ALLOTMENTS CONTRIBUTION

39. To pay the Allotments Contribution to the Council prior to Occupation
40. Not to Occupy or permit Occupation until the Allotments Contribution has been paid to the Council in full in accordance with this Deed.

PART 8 – MONITORING FEE

41. To pay to the Council the Monitoring Fee upon or prior to Implementation and not to Implement until the total Monitoring Fee has been paid to the Council in full.
42. 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.
43. The Owner covenants to pay the Site Inspection Fee to the Council on booking any site visit or inspection required by the Council pursuant this Deed

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 Occupation of the first Dwelling.
2. Not to Occupy or permit Occupation of any Dwelling until the Libraries Contribution has been paid to the County Council in full in accordance with paragraph 1 above.

PART 2 – PRIMARY EDUCATION CONTRIBUTION

3. To pay 10% of the Primary Education Contribution to the County Council prior to Occupation of the first Dwelling.
4. Not to Occupy or permit Occupation of any Dwelling until 10% of the Primary Education Contribution has been paid to the County Council in accordance with paragraph 3 above.
5. To pay 45% of the Primary Education Contribution to the County Council prior to the Occupation of the 13th Dwelling.
6. Not to Occupy or permit Occupation of more than 13 Dwellings until 45% of the Primary Education Contribution has been paid to the County Council in accordance with paragraph 5 above.
7. To pay the remaining 45% of the Primary Education Contribution to the County Council prior to the Occupation of the 27th Dwelling.
8. Not to Occupy or permit Occupation of more than 27 Dwellings until the remainder of the Primary Education Contribution has been paid to the County Council in accordance with paragraph 7 above.

PART 3 – POST 16 EDUCATION CONTRIBUTION

9. To pay 10% of the Post 16 Education Contribution to the County Council prior to Occupation of the first Dwelling.
10. Not to Occupy or permit Occupation of any Dwelling until 10% of the Post 16 Education Contribution has been paid to the County Council in accordance with paragraph 9 above.
11. To pay 45% of the Post 16 Education Contribution to the County Council prior to the Occupation of the 13th Dwelling;
12. Not to Occupy or permit Occupation of more than 13 Dwellings until 45% of the Post Education Contribution has been paid to the County Council in accordance with paragraph 11 above.
13. To pay the remaining 45% of the Post 16 Education Contribution to the County Council prior to the Occupation of the 27th Dwelling.

14. Not to Occupy or permit Occupation of more than 27 Dwellings until the remainder of the Post 16 Education Contribution has been paid to the County Council in accordance with paragraph 13 above.

PART 4 – TRAVEL PACKS AND BUS PASSES

15. To elect in writing to the County Council prior to Commencement of Development to either:
 - 15.1. provide the first Occupier of each Dwelling following the submission of a valid application form (contained within the Travel Pack which shall include two (2) such forms) with a maximum of two (2) Bus Passes within six (6) months of first Occupation by that Occupier and to comply with paragraph 17 hereof; or
 - 15.2. pay the Bus Pass Contribution to the County Council and to comply with paragraph 16 hereof.
16. In the event that the Owner elects to pay the Bus Pass Contribution:
 - 16.1. to pay 25% of the Bus Pass Contribution to the County Council prior to the first Occupation of the first Dwelling;
 - 16.2. to pay the remaining 75% of the Bus Pass Contribution to the County Council prior to the first Occupation of the 27th Dwelling (unless agreed in writing by the County Council that the payment may be deferred).
17. In the event that the Owner elects in accordance with paragraph 15.1 hereof, to notify the County Council in writing every six (6) months (in the period beginning with first Occupation of the first Dwelling and ending with the first Occupation of the last Dwelling) of the number of Bus Passes issued in the previous six (6) month period.
18. To elect in writing to the County Council prior to Commencement of Development to either:
 - 18.1. deliver one Travel Pack (having submitted it in draft form to the County Council prior to Commencement of Development and had it approved in writing by the County Council accordingly) directly to each Dwelling upon first Occupation AND comply with paragraphs 19 and 20 hereof; or
 - 18.2. pay the Travel Packs Contribution to the County Council prior to first Occupation of the first Dwelling.
19. In the event that the Owner elects to provide the Travel Packs pursuant to paragraph 18.1 hereof to submit a sample Travel Pack to the County Council together with the Travel Pack Administration Fee for approval in writing and not to Occupy any Dwelling until such approval has been given (such approval not to be unreasonably withheld or delayed). The Owner further covenants with the County Council to deliver one Travel Pack directly to each Occupier upon first Occupation of each Dwelling. FOR THE AVOIDANCE OF DOUBT if the County Council has not approved the Travel Pack prior to first Occupation of the first Dwelling then the Owner shall pay the Travel Pack Contribution to the County Council prior to the first Occupation of the first Dwelling.
20. In the event that the Owner elects in accordance with paragraph 18.1, to notify the County Council in writing every six (6) months (in the period beginning with first Occupation of the first Dwelling and ending with the first Occupation of the last Dwelling) of the number of Travel Packs issued in the previous six (6) month period.

PART 5 – HIGHWAY CONTRIBUTION

21. To pay the Highway Contribution to the County Council prior to Occupation of the first Dwelling.
22. Not to Occupy or permit Occupation of any Dwelling until the Highway Contribution has been paid to the County Council in full in accordance with paragraph 21 above.

PART 6 – CIVIC AMENITY CONTRIBUTION

23. To pay the Civic Amenity Contribution to the County Council prior to Occupation of the first Dwelling.
24. Not to Occupy or permit Occupation of any Dwelling until the Civic Amenity Contribution has been paid to the County Council in full in accordance with paragraph 23 above.

PART 7 - COUNTY COUNCIL MONITORING CONTRIBUTION

25. To pay the County Council Monitoring Contribution to the County Council prior to Occupation of the first Dwelling.
26. Not to Occupy or permit Occupation of any Dwelling until the County Council Contribution has been paid to the County Council in full in accordance with paragraph 25 above.

PART 8 – NOTIFICATIONS

27. To give the County Council no less than 5 (five) Working Days' notice of the following:
 - 27.1. Commencement of Development; and
 - 27.2. Notice of all of the triggers referred to in this Schedule.

Schedule 4

Council's Covenants

The Council covenants with the Owner as follows:

- 1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2 Save for the Healthcare Contribution to, upon the written request of a party who paid any sum to the Council under this Deed to repay to that party any part of the payment which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly resolved by way of member resolution or delegated authority to enter into a contract for the expenditure of the money for the purpose for which it is paid) by the time that (a) ten years of the date of receipt by the Council of such payment have elapsed and (b) one year from Practical Completion of the Development has elapsed.
- 3 To use reasonable endeavours to procure for the Owner or any party who paid any sum to the Council under this Deed such evidence as the Owner shall reasonably request in writing in order to confirm the expenditure of the sums paid under this Deed and such requests shall not be made more frequently than once a quarter.
- 4 Upon the written request of the Owner or any party who paid any sum to the Council under this Deed, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed and such requests shall not be made more frequently than once a quarter.
- 5 To notify the Healthcare Provider within 21 Working Days of receipt of the Healthcare Contribution that the Council is in receipt of the Healthcare Contribution
- 6 To pay the Healthcare Contribution to the Healthcare Provider upon receipt of written confirmation from the Healthcare Provider that they will:-
 - 6.1 use the Healthcare Contribution for the purposes set out in this Deed;
 - 6.2 provide full details of the expenditure of the Healthcare Contribution within 28 Working Days of written request to the Council or to the Owner PROVIDED THAT no such demand shall be made before the expiry of two years from the date of receipt of the Healthcare Contribution by the Healthcare Provider or three years from the date of payment whichever is the earlier and such demands shall not be made more frequently than once a quarter thereafter; and
 - 6.3 upon written request return any uncommitted part of the Healthcare Contribution to the Council after (a) the expiry of ten years from the date of receipt of the Healthcare Contribution by the Council regardless of when the same was paid to the Healthcare Provider and (b) the expiry of one year from Practical Completion of the Development

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Upon written request of the party who paid the Healthcare Contribution to repay to the payer any uncommitted monies received by the Council pursuant to paragraph 6 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 repay to the party who paid the same such amount of any payment made by it to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt by the County Council of such payment.
- 3 In respect of the Bus Pass Contribution to repay to the party who paid the same such amount of any payment made by it to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within nine (9) 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 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.

Appendix 1

The Plan

Appendix 2
Affordable Housing Scheme

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

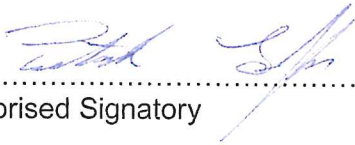


.....
Authorised Signatory



2022-23-22

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



.....
Authorised Signatory



39410

SIGNED as a DEED by
MARK RITCHIE ASTILL in the presence
of:



Witness' Signature:



Witness' Name:

S.E. CUTLER

Witness' Address:

MEADOW VIEW FARM,
COSSINGTON RD,
SILEBY.
LE12 7RT

EXECUTED as a DEED by
INSIDE LAND (SOUTH) LIMITED
acting by a Director
in the presence of:

)
)
)
)

.....
Director

Witness

Signature
.....

Name
.....

Address

Freeths LLP
Solicitors
Cumberland Court
80 Mount Street
Nottingham NG1 6HH

.....
Occupation
.....

