

Dated

4 October

2022

CHARNWOOD BOROUGH COUNCIL

-and-

LEICESTERSHIRE COUNTY COUNCIL

-and-

PARKERS OF LEICESTER LIMITED

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

relating to land at Main Street Woodthorpe Loughborough Leicestershire
(P/21/0550/2 and APP/X2410/W/21/3289048)

THIS DEED is dated

4 day of

October

2022

PARTIES:

- (1) **CHARNWOOD BOROUGH COUNCIL**, Southfield Road, Loughborough, LE11 2TX (referred to as "the Council");
 - (2) **LEICESTERSHIRE COUNTY COUNCIL**, County Hall, Glenfield, Leicester LE3 8RA (referred to as "the County Council");
 - (3) **PARKERS OF LEICESTER LIMITED** (Co. Regn. No 02138495) of Parker House, Leicester Road, Market Harborough LE16 7AY (referred to as "the Owner");
- together referred to as 'the Parties'.

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of the 1990 Act for the area within which the Site is located and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is a local planning authority, highway authority and is responsible for the provision of education and library facilities for the County of Leicestershire.
- (C) The Owner is the freehold owner with title absolute of the Site, which forms part of the land registered at HM Land Registry under title number LT393704.
- (D) The Application was submitted to the Council by the Owner for planning permission for the Development as described in the Application. The Council failed to determine the Application and the Owner has submitted the Appeal to the Secretary of State for Levelling Up Housing and Communities due to the non-determination of the Application by the Council.
- (E) The Parties have agreed to enter into this Deed to secure the planning obligations contained herein to the extent that is necessary to ensure that the Development is acceptable in planning terms in the event that the Appeal is allowed and the Permission is granted by the Inspector.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Adjoining Land"	means the land which is shown edged in blue on the Plan which forms the balance of the proposed allocation DS3 HA(15) together with such other land required to form an access between the said land and Allendale Road.
"Affordable Dwellings"	means thirty percent (30%) of the Dwellings to be constructed on the Site as Affordable Housing in accordance with the Affordable Housing Scheme, Affordable Housing Tenure Mix and Affordable

Housing Standard and this Deed "Affordable Dwelling" shall be construed accordingly;

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF and which is to be provided to Eligible Households;

"Affordable Housing Scheme" means the scheme to be submitted to and approved by the Council which shows the number, type, tenure and location of the Affordable Dwellings or such alternative scheme as shall be agreed between Owner and the Council from time to time;

"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 are designed to accommodate the following number of people:

- 1 bed Dwelling accommodates 2 people;
- 2 bed Dwelling accommodates 4 people;
- 3 bed Dwelling accommodates a minimum of 5 people;
- 4 bed Dwelling accommodates a minimum of 7 people

unless otherwise agreed in writing between the Owner and the Council;

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

(i) Sixty Seven percent (67%) Affordable Rented Dwellings; and

(ii) Thirty Three percent (33%) Intermediate Dwellings

unless otherwise agreed in writing between the Owner and the Council;

"Affordable Rented Dwellings" means those Affordable Dwellings to be let by a Registered Provider to households who are eligible for subsidised rented housing and subject to rent controls that limit the rent to no more than 80 per cent of local market rents including any service charges;

"Allotments Contribution" means the sum of Thirteen Thousand Five Hundred and Fifty One Pounds (£13,551.00) Index Linked payable to the Council for the creation and/or enhancement of allotment provision at Park Farm allotments or alternative allotments in Loughborough

"Appeal"		means the appeal to the Secretary of State for Levelling Up, Housing and Communities following non determination of the Application by the Council and allocated appeal reference APP/X2410/W/21/3289048;
"Application"		means the outline planning application submitted to the Council and allocated reference P/21/0550/2 for the erection of up to 120 dwellings all matters reserved except access;
"Approval of Details Fee"		means £292 (two hundred and ninety-two pounds) (Index Linked) for each submission and payable to the Council for the costs of considering and approving any details, document or scheme required to be submitted to the Council under the terms of this Deed;
"Base Index Date"		means the date of this Deed save in the case of the Special Education Contribution where it means 1 July 2022;
"Base Index Figure"		means the figure published in respect of the Index immediately prior to the Base Index Date;
"Biodiversity Contribution"	Impact	means a contribution (Index Linked) calculated using the Warwickshire model (WCCv19.1) (or any replacement model) or a cost model prescribed from time to time by the UK government (which shall if applicable be the preferred model) or any model which is agreed between the Owner and Council and payable by the Owner to the Council towards the enhancement and security of long term management of biodiversity within the vicinity of the Site;
"Biodiversity Strategy"	Mitigation	means a strategy for biodiversity mitigation to secure a net gain in biodiversity which is to include a new baseline assessment and biodiversity assessment in accordance with the provisions of Schedule 5 with an agreed baseline for the Site and which will take the form of the On Site Biodiversity Area or the Off Site Biodiversity Area or the Biodiversity Impact Contribution being either one only or if the parties agree a combination of parts of these;
"Bus Pass"		means two (2) adult bus passes entitling the holder of each bus pass to travel free of charge on local bus services over a period of six (6) months commencing from the date of issue of the Bus Pass;

"Bus Pass Contribution"	means the sum of up to Seven Hundred and Twenty Pounds (£720.00) (Index Linked) per Dwelling for two Bus Passes (Three Hundred and Sixty Pounds (£360.00) per Bus Pass) payable by the Owner to the County Council towards the provision of Bus Passes;
"Children's Provision"	means the provision of an equipped area of space on the Site ("LEAP") for children which is to be approved by the Council pursuant to the Children and Young Persons Scheme;
"Children and Young Persons Scheme"	means the scheme to be submitted to the Council for approval which sets out the location, amount and equipment which is to form the Children's Provision and if applicable the Young Persons Provision or confirmation that the Young Persons Contribution will be paid instead of providing the Young Persons Provision or details of if partial provision will be made of the Young Persons Provision together with an equivalent amount of the Young Persons Contribution to make up for the shortfall in the Young Persons Provision;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended);
"CIL Tests"	means the tests set out in paragraph 56 of the NPPF and Regulation 122(2) of the CIL Regulations;
"Commencement of Development"	<p>means the earliest date on which a material operation as defined in Section 56(4) of the 1990 Act is first carried out on the Site pursuant to the implementation of the Development, except operations consisting of:</p> <ul style="list-style-type: none"> • site clearance; • demolition; • archaeological investigations; • ground surveys; • removal of contamination; • erection of temporary fences;

- temporary display of site notices; and/or advertisements; and/or
- the diverting and laying of services;

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

"Completion Certificate" means a certificate(s) issued by the Council confirming that works have been completed in accordance with the approved Open Space Specification and the Maintenance Period may commence;

"Contributions" means a collective reference to the contributions payable to the Council and County Council referred to in this Deed and its corresponding Schedules such contributions to each be Index Linked unless specified otherwise;

"County Council Monitoring Fee" means the sum of £300 (Three Hundred Pounds) or 0.5% (whichever is the greater) per obligation to be paid by the Owner to the County Council towards the County Council's costs of monitoring compliance with the obligations contained in this Deed and due to the County Council;

"Development" means the development of the Site in accordance with the Permission;

"Disposals" means the sale, transfer, option, gift, exchange, declaration of trust, assignment, lease and including a contract for any such disposal and 'Disposal', 'Dispose' and 'Disposed of' shall be construed accordingly;

"Dwelling" means a dwelling to be built on the Site as part of the Development pursuant to the Permission whether a house or flat otherwise and including both Affordable Dwellings and Market Dwellings and "Dwellings" will be construed accordingly;

"Eligible Household(s)" means households whose needs are not met by the market having regard to their incomes and local house prices;

"Final Certificate" means a certificate(s) issued by the Council confirming that works have been maintained in accordance with the approved Open Space Specification during the Maintenance Period;

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon

	which the Contributions or each relevant contribution secured under this Deed are payable or are paid if paid earlier than the due date;
"First Occupation"	means the date on which a Dwelling is first Occupied;
"Health Body"	means West Leicestershire CCG or successor body;
"Highway Connection"	means a road to be constructed between the Adjoining Land and the Site which will form a connection between a road to be constructed on the Site connecting to Main Street Woodthorpe and a road to be constructed on the Adjoining Land connecting to Allendale Road which on completion of the said connection will create the Link Road
"Healthcare Contribution"	means the sum of Sixty Thousand Seven Hundred and Fifty Seven Pounds and Forty Nine Pence (£60,757.49) (Index Linked) payable by the Owner to the Council towards improvements to facilities at Outwoods Medical Centre and/or Park View Surgery;
"Implementation"	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 the All in Tender Price Index of Building Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the Parties hereto shall agree or in default of agreement such Index as shall be determined by an Arbitrator appointed by the President of the RICS for the purposes of this Deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs;
"Index Linked"	means the Contributions or each contribution where necessary shall be increased by such sum, in pounds sterling, as shall be equal to

the sum calculated according to the following formula:-

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

Where:

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

"B" equals the Base Index Figure

"C" equals the Final Index Figure

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

"Inspector" means an inspector appointed by the Secretary of State to determine the Appeal;

"Interest" means interest at 4% above the base lending rate of Barclays Bank Plc from time to time;

"Intermediate Dwellings" means Shared Ownership Dwellings for sale through a Registered Provider to Eligible Households or any alternative form of affordable home ownership that the Council may approve;

"Library Contribution" means the maximum sum of £3,630.00 (Three Thousand Six Hundred and Thirty Pounds) (Index Linked) payable by the Owner to the County Council to provide improvements to Quorn 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 library arising from an increase in members to the library as a result of the Development calculated in accordance with the following formula:

1 bedroom Dwellings at £15.09 (Index Linked); and

2+ bedroom Dwellings at £30.18 (Index Linked);

"Link Road"	means (where the same is expressly required in writing to be provided whether by the Council or the County Council) a highway that will run through the proposed housing allocation in the Charnwood Local Plan 2021-2037 – Pre-Submission Draft (July 2021) policy DS3 HA(15) and forming a continuous link between a point along Allendale Road and a point along Main Street, Woodthorpe the specification and provision of which will be agreed with the Council in consultation with the County Council
"Maintenance Period"	means an initial period of 12 months which initial period shall be capable of being extended in the event the provisions of paragraph 5 of Schedule 3 apply in relation to the Open Space Land;
"Management Company"	means a management company or companies set up or appointed for the purposes of managing and maintaining the Open Space Land and undertaking the collection of sufficient maintenance costs for those purposes;
"Management Company Scheme"	means a written scheme prepared by the Owner for setting up or appointment of the Management Company or Companies expressing the name of the proposed company and how it is intended to carry out the functions of the Management Company;
"Market Dwelling"	means any Dwelling constructed as part of the Development which is not an Affordable Dwelling but instead are general market housing for sale on the open market;
"Monitoring Fee"	the sum of £2863 (two thousand eight hundred and sixty three pounds) (Index Linked) to be paid by the Owner to the Council in accordance with this Deed which shall be used by the Council to fund the monitoring of the Owner's obligations contained in this Deed;
"Off Site Biodiversity Area"	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;

"Off Site Biodiversity Scheme"	<p>means the scheme to be submitted to the Council which is informed by the Approved Biodiversity Mitigation Strategy (defined in schedule 5) and which provides for the following:</p> <ul style="list-style-type: none"> • Arrangements for the implementation of the scheme including timetable for provision and retention • 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 <p>The arrangements for monitoring (including access to the site for the purposes of monitoring if necessary);</p>
"On Site Biodiversity Area"	<p>means the area or areas which may be provided on the Site for the purposes of biodiversity mitigation as identified in the Biodiversity Mitigation Strategy;</p>
"On Site Biodiversity Scheme"	<p>means the scheme to be submitted to the Council which is informed by the Approved Biodiversity Mitigation Strategy (defined in schedule 5) and which provides for the following:</p> <ul style="list-style-type: none"> • The identification of the On Site Biodiversity Area; and • Arrangements for the implementation of the scheme including timetable for provision • The management and maintenance arrangements 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 monitoring (including access to the site for the purposes of monitoring if necessary);
"Nominated Officer"	<p>means the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner;</p>
"NPPF"	<p>means the National Planning Policy Framework (July 2021) published by the Department for Levelling Up, Housing and Communities (as amended or any successor document);</p>

"Occupation"	means occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:
	<ul style="list-style-type: none"> • construction; • decoration; • fitting-out; • marketing; and/or • security operations; <p>and 'Occupy' 'Occupied' and "Occupier" will be construed accordingly;</p>
"Open Space Land"	means any land which is identified in a reserved matters approval as Open Space Land for the benefit of the Development including the following elements:
	<ul style="list-style-type: none"> • multi-function green space (0.09 ha minimum parks provision and 0.13 ha minimum amenity green space); and • natural and semi natural open space (0.58 ha minimum); and • a LEAP (Local Equipped Area of Play)
"Open Space Specification"	<p>means a document confirming:</p> <p>(a) details of the Open Space Works including a programme for delivery, design specification and landscaping treatments together with equipment for the LEAP and if applicable Young Persons Provision;</p> <p>(b) details for the maintenance standards that are to be adhered to whilst the Open Space Land is in existence;</p>
"Open Space Works"	means the works to lay out plant and construct (as necessary) all on Site provision within the Open Space Land or any part thereof;
"Outdoor Sports Contribution"	means the sum of Thirty Nine Thousand Five Hundred and Twenty Four Pounds (£39,524.00) Index Linked payable to the Council towards improvements at Shelthorpe Golf Course, Nanpantan Sports Ground, Derby Road Sports Ground;

"Permission"		means the outline planning permission subject to conditions that may be granted by the Secretary of State or the Inspector pursuant to the Appeal;
"Plan"		means the location plan attached to this Deed at Schedule 1;
"Registered Provider"		means either the Council or a Private Registered Provider as defined in section 80 of the Housing and Regeneration Act 2008
"Secretary of State"		means the Secretary of State for Levelling Up, Housing and Communities or other persons for the time being empowered to determine the Appeal under the 1990 Act;
"Shared Dwellings"	Ownership	means Affordable Housing Dwellings Occupied on shared ownership lease involving the initial purchase of no more than 75% equity to eligible households with the flexibility to staircasing to 100% of the equity;
"Site"		means the land at Main Street Woodthorpe Loughborough Leicestershire as shown edged red for identification purposes only on the Plan;
"Site Inspection Fee"		means £195 (one hundred and ninety -five pounds) (Index Linked) for each site inspection required by this Deed and payable to the Council towards its costs of preparing for and attending such visit or site inspection;
"Special Contribution"	Education	means the sum of Five Hundred and Sixty Four Pounds and Forty Eight Pence (£564.48) (Index Linked) per Dwelling subject to a maximum sum of Sixty Seven Thousand Seven Hundred and Thirty Eight Pounds and Twelve Pence (£67,738.12) (Index Linked) payable by the Owner to the County Council payable towards the provision, enhancement or improvement of facilities for pupils who have special educational needs at the Ashmount School to accommodate pupils from the Development or other successor educational facility or any other school which will accommodate pupils from this Development as may be agreed between the County Council and the Owner (such consent not to be unreasonably withheld) from time to time;

"Travel Pack"	means a pack of information produced by the Owner or the County Council for each Dwelling providing information on public transport and other means of travel to and from the Development other than the private car including an application form for two (2) Bus Passes;
"Travel Pack Contribution"	means the sum of Fifty Two Pounds and Eighty Five Pence (£52.85) (Index Linked) per Dwelling payable by the Owner to the County Council for the provision of Travel Packs if the Owner is not to provide the Travel Packs directly;
"Travel Plan Contribution"	means the sum of Six Thousand Pounds (£6,000.00) payable by the Owner to the County Council for the purpose of enabling the County Council to monitor compliance with travel plan arrangements to be secured by condition attached to the Permission;
"Travel Plan Coordinator"	means a person to be employed by the Owner to secure compliance with the approved travel plan for the Development and to liaise with the County Council regarding the same;
"Trigger"	means the Commencement date and any other trigger or threshold in this Deed linked to the taking of specified steps, payment of money or linked to the prohibition of a specified action;
"VAT"	Value added tax chargeable under the Value Added Tax Act 1994 (as amended);
"Working Days"	means a day of the week excluding Saturday, Sunday and any day which is a statutory or public holiday;
Young Persons Contribution"	means the sum of up to One Hundred and Fourteen Thousand Four Hundred and Seventy Nine Pounds (£114,479.00) payable by the Owner to the Council towards the provision of spaces for young people in the vicinity of the Site in the event that the Young Persons Provision is not made on Site;
"Young Persons Provision"	means the provision of an equipped area of space on the Site for young persons (minimum 0.1ha) which is to be approved by the Council pursuant to the Children and Young Persons Scheme;

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that it does not contain planning obligations Section 111 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations given by the Owner for the purposes of section 106 of the 1990 Act enforceable by the Council and the County Council (as appropriate).
- 2.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 2.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 2.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.
- 2.5 Where in this Deed reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Deed.
- 2.6 Covenants made hereunder on the part of the Council shall be enforceable against the Council and any statutory successor to it as Council.
- 2.7 Covenants made hereunder on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as County Council.
- 2.8 Whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.9 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person.
- 2.10 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.11 References to any party to this Deed shall include successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

3. CONDITIONALITY

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

4. COVENANTS

- 4.1 The Owner covenants with the Council and the County Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed and Schedules 2-8 inclusive.
- 4.2 The Council covenants with the Owner to comply with its respective obligations and requirements contained in this Deed and Schedule 9.
- 4.3 The County Council covenants with the Owner to comply with its obligations and requirements contained in this Deed and Schedule 10.

5. OTHER PROVISIONS

- 5.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this Clause.
- 5.2 The Owner confirms that it is the owner of the Site registered at HM Land Registry under Title Number LT393704 with full power to enter into this Deed and there is no other person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.3 Save for the obligations relating to the occupancy restrictions of the Affordable Dwellings contained in Schedule 2 of this Deed (which shall continue to be binding and enforceable against individual purchasers, owners, occupiers, lessees, or their mortgagees of Affordable Dwellings) the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 5.3.1 individual purchasers, owners, occupiers or lessees of any Dwellings constructed on the Site pursuant to the Permission or their mortgagees or chargees; or
 - 5.3.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water

telecommunications or highways or any other services in connection with the Development of the Site.

- 5.4 No provisions of this Deed either contained within or implied shall give or be construed as giving rights, privileges, powers or be enforceable under the Contracts (Rights of Third Parties) Act 1999 (as amended) other than to the specific Parties executing this document and their successors (if any) as defined herein. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions which shall remain in full force and effect and the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality.
- 5.5 This Deed shall be registrable as a local land charge in the Register of Local Land Charges by the Council.
- 5.6 Following the performance of all of the obligations contained in the Deed (or should this Deed cease to have effect) the Council shall following receipt of a written request from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 5.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or expires before Implementation.
- 5.8 Where planning permission is granted pursuant to section 73 of the 1990 Act, or in respect of any change to the Development that does not give rise to any changes to the number of Dwellings hereby permitted (to include substitution of house types or other minor variations to the design or layout of the Development) such planning permission and the development that it authorises will be bound by the terms of this Deed, save unless the Council may require the Owner to enter into a supplementary deed relating to such planning permission or change to the Development.
- 5.9 Subject to clause 5.8 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.10 No waiver, express or implied, by the Council, County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions on this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, the County Council or the Owner (as appropriate) from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default.
- 5.11 Where an approval consent or expression of satisfaction is required or sought by the Owner from either the Council or County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

- 5.12 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the Council or the County Council.
- 5.13 Save as permitted by law in equity nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Council and/or the County Council were not a party to this Deed.
- 5.14 Without prejudice to its statutory duties or clause 5.13 the Council the County Council and the Owner shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Deed within the timescales specified.
- 5.15 The Owner agrees declares and covenants both with the Council and the County Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the Council and the County Council for any expenses or liability arising to the Council and the County Council in respect of a breach by the Owner or any obligation contained herein save to the extent that any act or omission of the Council and the County Council its employees or agents has caused or contributed to such expenses or liability.

6. DISPUTES

- 6.1 Notwithstanding any specific provision in this Deed in the event of any dispute between the Owner the Council or the County Council (or any of them) concerning this Deed including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Deed the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred for arbitration to such expert as they may agree or (in default of agreement within twenty (20) days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:
- a) The person to be appointed pursuant to Clause 6.1 shall if possible be a person having ten (10) years or more relevant post qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute
 - b) The reference to the expert shall be on terms that:

- i. the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
- ii. the expert shall be able to stipulate periods of time for the making of such submissions and representations;
- iii. the expert shall be bound to have regard to the said submissions and representations;
- iv. the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
- v. the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
- vi. the findings of the expert shall save in the case of manifest material error be final and binding on the Owner the Council and the County Council save that the parties retain the right to refer to the Courts on a matter of law.

7. INTEREST AND VAT

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

8. NOTIFICATIONS

- 8.1 The service of notices or written communication given under this Deed is validly given if hand delivered or sent by first class post or recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been provided.
- 8.2 The Owner shall notify the Nominated Officer and the County Council's Team Manager, Planning Obligations, Historic and Natural Environment Department in writing of Implementation, Commencement of Development and Occupation and any other Triggers no less than five (5) Working Days prior to each actual date.
- 8.3 If the Owner Disposes of its interest in all or part of the Site it shall notify the Nominated Officer and the County Council's Team Manager, Planning Obligations, Historic and Natural Environment Department within fourteen (14) days of the name and address of the

new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owner shall not be required to give such notice when Disposing of any individual Market Dwellings constructed pursuant to the Permission.

9. COSTS

- 9.1 The Owner shall pay to the Council its reasonable legal costs in connection with the preparation and completion of this Deed on completion of the same.
- 9.2 The Owner shall pay to the County Council its legal costs in connection with the preparation and completion of this Deed on completion of the same.
- 9.3 To Owner covenants 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.
- 9.4 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.
- 9.5 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

10. JURISDICTION

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

11. 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.

12. CIL TESTS

Any obligation contained in this Deed shall not apply and not have any force nor effect if the Secretary of State or the Inspector finds in his/her decision letter in respect of the Appeal that a particular obligation or part thereof is not a material consideration in the granting of the Permission pursuant to the Appeal or in accordance with the CIL Tests or should the Inspector find in his/her decision letter that a particular contribution as defined in this Deed or obligations should be amended so as to ensure compliance with the CIL Tests (whether in terms of amount, description, triggers or delivery) such contribution and/or obligation in this Deed shall be treated as so amended in accordance with the Inspector's decision.

SCHEDULE 1

Plan

SCHEDULE 2

Affordable Housing

1. The Owner hereby covenants with the Council as follows:
 - 1.1 To submit the Affordable Housing Scheme to the Council prior to the Commencement of Development and not to Commence Development until the Affordable Housing Scheme has been approved in writing ("the Approved Affordable Housing Scheme") and thereafter to construct and provide the Affordable Dwellings in accordance with the Approved Affordable Housing Scheme unless otherwise agreed in writing with the Council
 - 1.2 Subject to the provisions of this Deed 30% of all Dwellings in the Development shall be constructed provided and Occupied in accordance with the terms of this Deed as Affordable Dwellings (the number of Affordable Dwellings to be rounded up to the nearest whole number as will the number of Affordable Dwellings by tenure)
 - 1.3 The Affordable Dwellings shall be provided in accordance with the Affordable Housing Tenure Mix and Affordable Housing Standard
 - 1.4 The Owner shall use reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider for all Affordable Dwellings prior to Occupation of 30% of the Market Dwellings in the Development and shall provide the Council with details of the intended Registered Provider and proposed rent levels and programme for construction of the Affordable Dwellings as well as the sale and purchase agreement within 10 Working Days of the completion of the same and subject to paragraph 1.6 the Owner shall not Occupy or permit Occupation of more than 30% of the Market Dwellings until the Council has confirmed that this paragraph has been complied with to its satisfaction.
 - 1.5 To use reasonable endeavours to construct and complete the Affordable Dwellings and complete the transfer of all the Affordable Dwellings to a Registered Provider prior to Occupation of no more than seventy per cent (70%) of the Market Dwellings and shall provide the Council within 10 Working Days of completion and transfer written evidence of completion of any transfer to a Registered Provider and subject to paragraph 1.6 the Owner shall not Occupy or permit Occupation of more than 70% of the Market Dwellings until the Council has confirmed that this paragraph has been complied with to its satisfaction.
 - 1.6 In the event that the Owner is unable to enter into a sale and purchase agreement with a Registered Provider in accordance with paragraph 1.4 of this Schedule for all or any of the Affordable Dwellings the Owner shall provide the Council with written evidence of the use of such endeavours to enter into a sale and purchase agreement with a Registered Provider for the Affordable Dwellings ("Affordable Housing Notice") for the Council's written approval ("Approved Affordable Housing Notice").

- 1.7 Following notification of the Approved Affordable Housing Notice by the Council, the Owner must use reasonable endeavours to co-operate with the Council to secure the transfer of the Affordable Dwellings to a Registered Provider (or the local housing authority) proposed by the Council on terms which include the provisions and restrictions set out in this Deed (as relevant) and otherwise on terms acceptable to the Owner (acting reasonably).
- 1.8 Following the notification of the Approved Affordable Housing Notice and having cooperated with the Council to secure a Registered Provider pursuant to paragraph 1.7 above, if the Owner has been unable to secure the transfer of the Affordable Dwellings to a Registered Provider (or the local housing authority) proposed by the Council within three (3) months of the date of receipt of the Approved Affordable Housing Notice, the Owner shall submit a Revised Affordable Housing Scheme for the approval of the Council (which subject to the provisions below shall not be unreasonably withheld or delayed) ("the Approved Revised Affordable Housing Scheme").
- 1.9 The Owner and the Council shall as a first solution seek to agree a Revised Affordable Housing Scheme with an alternative tenure mix or reduction in units to make the Affordable Housing package more attractive to a Registered Provider or the local housing authority. Following the Council's approval of the Revised Affordable Housing Scheme with an alternative tenure mix, the Owner shall for a further period of three (3) months use reasonable endeavours to enter into a sale and purchase agreement with a Registered Provider (or the local housing authority) for the disposal of the Affordable Dwellings in accordance with the Approved Revised Affordable Housing Scheme.
- 1.10 In the event that at the end of the three (3) month period referred to under paragraph 1.9 above (or such longer period as may be agreed between the Owner and the Council), the Owner remains unable to enter into a sale and purchase agreement with a Registered Provider (or the local housing authority) in accordance with the terms of this Schedule and Deed, the Owner will submit for the approval of the Council a further Revised Affordable Housing Scheme which shall include obligations in respect of the Affordable Housing in the following sequential order: -
1. the gifting of a reasonable proportion of the Affordable Dwellings to the Council
 2. the provision of a commuted sum to the Council in lieu of the number of Affordable Dwellings not to be provided on the Site; or
 3. as a last resort disposal or assignment of an agreed proportion of the Affordable Dwellings on the open market to a person in Housing Need at 60% of their open market value with all appropriate valuation and legal safeguards necessary to ensure that the discount remains in perpetuity.
- 1.11 The Owner shall implement the Revised Affordable Housing Scheme approved pursuant to paragraph 1.10 above in accordance with the details set out therein.

1.12 To covenant that any transfer it makes to a Registered Provider shall contain the following provisions:

- 1.12.1 The grant by the Owner of all rights of access and passage of services and other rights reasonable and necessary to the beneficial enjoyment of the Affordable Dwellings to be constructed on the Site;
- 1.12.2 A reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site;
- 1.12.3 The imposition of such covenants as the Owner shall reasonably require are consistent with the sale of the Market Dwelling; and
- 1.12.4 The Registered Provider enters into a nomination agreement with the Council to entitle the Council to seek 100% nomination rights for the initial lets of the Affordable Dwellings as Affordable Rented Dwellings and a minimum of 75% nomination rights for relets of such dwellings in accordance with the Council's Housing Allocations Scheme and it being acknowledged that the transfer may incorporate appropriate exclusion provisions in similar form to those set out in paragraph 1.13 below.

1.13 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme and Affordable Housing Tenure Mix and not to sub-divide or amalgamate the Affordable Dwellings PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

1.13.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1.13.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to Dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a Disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 1.13.1.2 if such Disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to Dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely
- 1.13.2 any person who exercises a statutory or contractual right to buy or acquire an interest in an Affordable Dwelling under the provision of the Housing Act 1996 or any similar or substitute right applicable; or
- 1.13.3 any person who acquires an interest in an Affordable Dwelling pursuant to the initial grant of a shared ownership lease
- 1.13.4 any person deriving title from any such person as is mentioned in 1.10.2 and 1.10.3 above.

SCHEDULE 3

OPEN SPACE, ALLOTMENTS, OUTDOOR SPORTS

Open Space Land

The Owner covenants:

- 1 Prior to the Commencement of Development, the Open Space Specification for the Site shall be submitted to the Council and not to Commence the Development until the Council has in writing approved the submitted Open Space Specification ("the Approved Open Space Specification").
- 2 To submit to and obtain the Council's approval to a Management Company Scheme in respect of the Open Space Land prior to the first Occupation of the first Dwelling and not to Occupy or permit Occupation until the Council has in writing approved the submitted Management Company Scheme ("the Approved Management Company Scheme") and to ensure that an appropriate mechanism is in place for recovery from owners of the Dwellings of the maintenance costs for the Open Space Land as detailed in the Approved Management Company Scheme for all Dwellings, provided that any shortfall in costs of the Management Company (if any) are met in respect of unsold Dwellings until such time as all the Dwellings have been sold and secure that each transfer to the purchaser of each Dwelling or part thereof shall include provisions dealing with the following:
 - 2.1 an obligation on the purchaser of each Dwelling to become a member of the Management Company save unless the Management Company already exists or is a professional Management Company not set up for the purpose of maintaining the Open Space on the Site; and
 - 2.2 a covenant by the purchaser of each Dwelling to pay a contribution to the Management Company as the Management Company shall reasonably require; and
 - 2.3 each transfer of the Dwelling (or part thereof) shall contain an application to the Chief Land Registrar to place a restriction on the Land Registry Proprietorship Register for that Dwelling (or part thereof) stating that except under an order of the Registrar any future Disposal of the Title interest in the dwelling (or part) shall only be registered if accompanied by a certificate from the Management Company (or its solicitors) confirming compliance with this paragraph (so far as relevant).
- 3 Not to Occupy more than 50% of the Dwellings until the Completion Certificate in relation to the Open Space Works for the Site has been issued in accordance with paragraph 4 or as otherwise agreed by the Council.
- 4 Following completion of the Open Space Works:
 - 4.1 serve notice on the Council inviting them to inspect the Open Space Works and issue a Completion Certificate confirming that such works have been completed in accordance with the Approved Open Space Specification;

- 4.2 the Council will inspect the Open Space Works within thirty days and may identify remedial works necessary to comply with the Approved Open Space Specification and shall serve notice of any remedial works on the Owner to complete such notified remedial works in accordance with the Approved Open Space Specification;
- 4.3 upon completion of any such remedial works, to serve notice on the Council inviting them to inspect those remedial works and issue a Completion Certificate confirming that such works have been completed in accordance with the Approved Open Space Specification; PROVIDED THAT if the Council fails to inspect the Open Space Works within one month of receipt of the notice of invitation from the Owner or fails to issue a Completion Certificate within thirty days of the inspection where no remedial works have been identified by written notice served on the Owner then the Completion Certificate shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 4.2 and 4.3 shall be repeated until such time as the Council issue a Completion Certificate or a Completion Certificate shall be deemed to have been issued in relation to the Open Space Works.
- 5 Following issue or deemed issue of the Completion Certificate in respect of the Open Space Works to maintain the Open Space Works for the Maintenance Period in accordance with the Approved Open Space Specification.
- 6 On expiration of the Maintenance Period:
- 6.1 to serve notice on the Council inviting them to inspect the Open Space Works and issue a Final Certificate confirming that such works have been maintained in accordance with the Approved Open Space Specification;
- 6.2 if the Council inspects the Open Space Works and identifies remedial works necessary to comply with the Approved Open Space Specification and shall serve notice of such remedial works on the Owner, to complete such remedial works ;
- 6.3 upon completion of any remedial works, to serve notice on the Council inviting them to inspect the remedial works identified by them pursuant to paragraph 6.2 and issue a Final Certificate confirming that such works have been completed in accordance with the Approved Open Space Specification
- PROVIDED THAT if the Council fails to inspect the Open Space Works within one month of invitation from the Owner or fails to issue a Final Certificate within one month of the inspection where no remedial works have been identified then the Final Certificate shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 6.2 and 6.3 shall be repeated until such time as the Council issue a Final Certificate or a Final Certificate shall be deemed to have been issued in relation to the Open Space Works
- 7 To maintain the Open Space Works in accordance with the relevant Approved Open Space Specification until the Final Certificate is issued and thereafter to maintain the Open Space Works in accordance with the Approved Open Space Specification unless and until such time the Open Space Land is transferred to the Management Company.

- 8 Within three months of the issue of the Final Certificate transfer the Open Space Land to the Management Company who will manage the Open Space in accordance with the Approved Management Company Scheme.

Children's Provision and Young Persons Provision

- 9 Not to Commence Development until the Owner has submitted in writing to the Council for their approval the Children and Young Persons Scheme including whether they will be providing the Young Persons Provision (or any part thereof) or whether they will be paying the Young Persons Contribution (or the relevant part thereof) to the Council and not to Commence the Development until the Council has approved in writing the submitted Children and Young Persons Scheme ("the Approved Children and Young Persons Scheme")
- 10 If the Approved Children and Young Person Scheme confirms all or any of the Young Persons Contribution is to be paid this will be paid prior to Occupation of the Dwellings and the Owner shall not allow first Occupation of the Dwellings until the Young Persons Contribution (or relevant part of) has been paid to the Council in full AND FOR THE AVOIDANCE OF DOUBT if the Young Person Contribution is paid in accordance with the Approved Children and Young Person Scheme all obligations to provide the Young Persons Provision or relevant part thereof shall cease from the date of such election.
- 11 If the Approved Children and Young Persons Scheme confirms all or any of the Young Persons Provision is to be made the Owner covenants thereafter to provide the Children's Provision and if applicable the Young Persons Provision or the relevant part thereof prior to Occupation of 50% of the Dwellings in accordance with the Approved Children and Young Persons Scheme AND FOR THE AVOIDANCE OF DOUBT where the Approved Children and Young Person Schemes confirms there is to be the Young Persons Provision there will be no obligation on the Owner to pay the Young Persons Contribution save unless the Owner will only provide part of the Young Persons Provision in which case the Owner shall only be obliged to pay part of the Young Persons Contribution as reflects the shortfall in the Young Persons Provision and the Owner covenants not to Occupy or permit Occupation more than 50% of the Dwellings until the Children's Provision and if applicable the Young Persons Provision has been provided in accordance with the Approved Children and Young Persons Scheme together if applicable with payment of any or all partial Young Persons Contribution in accordance with the Approved Children and Young Persons Scheme

Allotment Contribution

- 12 The Owner covenants with the Council to pay the Allotment Contribution to the Council prior to First Occupation of any of the Dwellings and not to Occupy or permit Occupation until the Allotment Contribution has been paid to and received by the Council in full.

Outdoor Sports Contribution

- 13 The Owner covenants with the Council to pay the Outdoor Sports Contribution to the Council prior to First Occupation of any of the Dwellings and not to Occupy or permit Occupation until the Outdoor Sports Contribution has been paid to and received by the Council in full.

SCHEDULE 4

Healthcare Contribution

- 1.1 The Owner covenants with the Council to pay the Healthcare Contribution to the Council prior to First Occupation of any of the Dwellings and not to Occupy or permit Occupation until the Healthcare Contribution has been paid to and received by the Council in full

SCHEDULE 5

Biodiversity Mitigation

The Owner covenants with the Council as follows:

1. to submit the Biodiversity Mitigation Strategy with the first reserved matters application to the Council and not to Implement or permit Implementation until the Council has in writing approved the Biodiversity Mitigation Strategy ("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 save that this shall not apply where any reserved matter that has been refused has been permitted on appeal provided there is an accompanying Approved Biodiversity Mitigation Strategy
2. 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 2.1-2.3 below:
 - 2.1 to provide the On Site Biodiversity Area in accordance with the Approved On Site Biodiversity Scheme (as defined below);
 - 2.2 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);
 - 2.3 to pay the Biodiversity Impact Contribution to the Council where the parties agree
3. 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 complied with and implemented and no more than 50% of the Dwellings (or such other number of Dwellings that may be agreed in writing with the Council in accordance with the Approved Biodiversity Mitigation Strategy) shall be Occupied until the Approved On Site Biodiversity Scheme has been implemented and completed in full to the Council's satisfaction.
4. 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 as shall be complied with and implemented and no more than 50% of the Dwellings (or such other number of Dwellings that

may be agreed in writing with the Council in accordance with the Approved Biodiversity Mitigation Strategy) shall be Occupied until the Approved Off Site Biodiversity Scheme has been implemented and completed in full to the Council's satisfaction.

5. 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 Occupation of any of the Dwellings and no Dwellings shall be Occupied until the Biodiversity Impact Contribution has been paid to and received by the Council in full.

SCHEDULE 6

Highway Connection

1. The Owner covenants with the Council to construct within the Site an internal road connecting to the existing public highway (Main Street, Woodthorpe) which will be constructed to a design and specification first approved in writing by the Council and which will:

(i) be constructed no more than 3 metres from the boundary of the Adjoining Land and at a point to be agreed in writing with the Council; and

(ii) be suitable in all respects to accommodate likely levels of traffic to be generated by the Development and the proposed residential development on the Adjoining Land and to serve as part of a future Link Road; and

(iii) be built to an adoptable standard including where required all drainage and other works in connection with the said road.

2. Subject to the provisions of paragraph 3 below the Owner further covenants to allow the owner of the Adjoining Land (or any of them where more than one) to make the Highway Connection (the details of which shall first be approved in writing with the Council) to the road constructed by the Owner pursuant to clause 1 above and for that purpose to allow the owner of the Adjoining Land or any of them to enter onto the Site for the purpose of making the Highway Connection and thereafter to allow full public use of the road constructed by the Owner and the Highway Connection .

3. The exercise of the rights specified in paragraph 2 by the owner of the Adjoining Land or any of them are subject to the following:

(i) the owner of the Adjoining Land or any owner where more than one and the Owner agreeing terms including any financial consideration payable to the Owner insofar as the owner or any of the owners of the Adjoining Land requires the Highway Connection in order to develop all or any part of the Adjoining Land or to occupy all or any dwellings to be constructed on the Adjoining Land;

(ii) the road constructed within the Adjoining Land and the Highway Connection must be of a design and specification necessary in order to serve as part of the Link Road and such Link Road shall be created and made available for use by all traffic and for all purposes from the date the Highway Connection is completed.

(iii) The Link Road specified in paragraph 3(ii) shall be built in its entirety to an adoptable standard including where required all drainage and other works in connection with the said Link Road .

(iv) All parts of the Link Road shall be subject to a section 38 adoption agreement or such other arrangements as the relevant owners of the Link Road may agree and such owners shall actively seek to ensure that adoption of the Link Road by the County Council shall be completed at the earliest possible opportunity following its completion.

SCHEDULE 7

County Council Monitoring Fee, Education Contribution Libraries and Travel Plan

1. The Owner covenants with the County Council as follows:
 - 1.1 to pay the County Council Monitoring Fee to the County Council prior to First Occupation of any of the Dwellings;
 - 1.2 to pay the Special Education Contribution to the County Council prior to First Occupation of 10% of the Dwellings;
 - 1.3 to pay the Library Contribution to the County Council prior to First Occupation of any of the Dwellings;
 - 1.4 to pay the Travel Plan Contribution to the County Council prior to First Occupation of any of the Dwellings; and
 - 1.5 to appoint a Travel Plan Coordinator prior to the First Occupation of the First Dwelling and thereafter to retain the Travel Plan Coordinator during the construction of the Development and for a period expiring six (6) months after the last Dwelling has been First Occupied.

SCHEDULE 8

Bus Passes and Travel Packs

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

Travel Packs and Bus Passes

- 1.1. Prior to the Commencement of Development the Owner will elect either to pay the Travel Pack Contribution or to provide the Travel Packs directly to the occupants of each Dwelling and the Owner will serve written notice of its decision on the County Council.
- 1.2. Prior to the Commencement of Development the Owner will elect either to pay the Bus Pass Contribution or to provide the Bus Passes directly to the occupants of each Dwelling and the Owner will serve written notice of its decision on the County Council.
- 1.3. Where pursuant to paragraph 1.1 above the Owner elects to provide the Travel Packs it will provide a sample Travel Pack to the County Council for approval (together with the County Council's administration fee of Five Hundred Pounds (£500)) and thereafter provide on first Occupation of each Dwelling a Travel Pack previously approved by the County Council for each Dwelling.
- 1.4. Where pursuant to paragraph 1.1 above the Owner elects to pay the Travel Pack Contribution they shall not permit the Occupation of any Dwelling until the Owner has paid the Travel Pack Contribution in full to the County Council.
- 1.5. Where pursuant to paragraph 1.2 above the Owner elects to provide the Bus Passes at their own cost to the owners of the Dwellings they will provide up to two (2) Bus Passes per Dwelling to the Occupants of such Dwelling who within six (6) months of First Occupation apply for such a pass or passes using the form provided in the Travel Pack.
- 1.6. Where pursuant to paragraph 1.2 above the Owner elects to pay the Bus Pass Contribution it shall not permit the Occupation of any Dwelling until the Owner has paid 25% of the Bus Pass Contribution to the County Council.
- 1.7. Where Pursuant to paragraph 1.2 above the Owner elects to pay the Bus Pass Contribution it shall not permit the Occupation of 25% of the Dwellings until the Owner has paid a further 25% of the Bus Pass Contribution EXCEPT THAT the County Council and the Owner may by agreement defer the payment to a later date and will do so where it is clear that the take up of Bus Passes is such that the first payment of the Bus Pass Contribution will not be expended save also that the parties may agree in such circumstances a smaller percentage of the Bus Pass Contribution be paid than the 25%. Further payments of the Bus Pass Contribution will be paid in 25% tranches at 50% Occupations and 75% Occupations but on the same terms that such payments will be made only where previous payments have been expended and further payments will be required to meet demand for Bus Passes.

- 1.8. The Owner shall supply to the County Council at six (6) monthly intervals details of the Travel Packs and Bus Passes supplied (if supplied by the Owner) to the Occupiers within the preceding six (6) months period commencing six (6) months after the First Occupation and ending six (6) months after the final Dwelling is First Occupied until all the Dwellings have been First Occupied.

SCHEDULE 9

Council's Covenants

1. The Council covenants with the Owner as follows:
 - 1.1. To hold the Healthcare Contribution in an interest bearing account from the date of receipt until the date of payment to the Health Body in accordance with this Deed
 - 1.2. To notify the Health Body within 14 Working Days of receipt of the Healthcare Contribution that the Council is in receipt of the Healthcare Contribution and of its specified purpose
 - 1.3. To pay the Healthcare Contribution to the Health Body upon receipt of written confirmation from the Health Body that they will:-
 - 1.3.1 apply the Healthcare Contribution for the purposes set out in this Deed;
 - 1.3.2 provide full details of the expenditure of the Healthcare Contribution on demand to the Council or to the payer PROVIDED THAT no such demand shall be made before the expiry of two years from the date of receipt of the Healthcare Contribution by the Health Body and such demands shall not be made more frequently than once a quarter thereafter; and
 - 1.3.3 return any uncommitted part of the Healthcare Contribution together with any interest accrued to the Council after the expiry of ten years from the date of receipt of the Healthcare Contribution by the Council regardless of when the same was paid to the Health Body.
 - 1.4. To repay to the payer any unspent monies received by them pursuant to paragraph 1.3.3 of this Schedule within 28 Working Days of receipt from the Health Body.
 - 1.5. To spend the Biodiversity Impact Contribution (if paid) the Young Persons Contribution the Allotments Contribution the Outdoor Sports Contribution and any affordable housing contribution paid in lieu of the provision of Affordable Dwellings on Site on the purpose for which each of them was paid to the Council as herein specified.
 - 1.6. To provide full details of the expenditure of the Biodiversity Impact Contribution (if paid), the Young Persons Contribution, the Allotments Contribution the Outdoor Sports Contribution and any affordable housing contribution paid in lieu of the provision of Affordable Dwellings on Site on demand to the payer PROVIDED THAT such demands shall not be made more frequently than once a quarter.
 - 1.7. The Biodiversity Impact Contribution (if paid) the Young Persons Contribution the Allotments Contribution and the Outdoor Sports Contribution has not been spent or committed (by way of contract) to the purpose for which it was paid within ten years of receipt of each payment then the Council shall upon written request repay to the payer so much of the Biodiversity Impact Contribution (if paid) the Young Persons Contribution the Allotments Contribution and the

Outdoor Sports Contribution as shall remain unspent or uncommitted together with any interest accrued;

- 1.8. Any affordable housing contribution paid to the Council in lieu of on Affordable Dwellings as specified in paragraph 1.10 2. of Schedule 2 shall be spent on providing Affordable Housing within the Council's administrative area and where any part of that contribution has not been spent or committed (by way of contract) to the purpose for which it was paid within ten years of receipt of each payment then the Council shall upon written request repay to the payer so much of the said affordable housing contribution (if paid) as shall remain unspent or uncommitted together with any interest accrued;

SCHEDULE 10

County Council's Covenants

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

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

2022/23-69

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



Authorised Signatory:

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

39312



Authorised Signatory:

EXECUTED as a DEED by
PARKERS OF LEICESTER LIMITED
Acting by a director in the presence of

Witness

Witness Name *Tom Collins*

Witness Address *59 RIBBLESDALE ROAD*
NOTTINGHAM
NG5 3G7