

DATED **2025**

PATRICIA BAILEY and RICHARD ANDREW BAILEY (1)

and

LEICESTERSHIRE COUNTY COUNCIL (2)

and

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (3)

and

THE AGRICULTURAL MORTGAGE CORPORATION PLC (4)

and

PALL-EX GROUP LIMITED (5)

PLANNING AGREEMENT

pursuant to

S106 TOWN AND COUNTRY PLANNING ACT 1990

relating to

Land at Wiggs Farm, Wood Road, Nailstone, Coalville, Leicestershire, LE67 1GE

Hinckley and Bosworth Borough Council
Legal Services

The Hub
Rugby Road
Hinckley

Planning Ref: 25/00523/FUL

THIS DEED is made the _____ day of _____ 2025

BETWEEN

- 1) **PATRICIA BAILEY** and **RICHARD ANDREW BAILEY** of Wiggs Farm, Wood Road, Nailstone, Coalville, Leicestershire, LE67 1GE (“the **Owner**”);
- 2) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Leicester Rd, Glenfield, Leicester LE3 8RA (“the **County Council**”);
- 3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire LE10 0FR (“the **Borough Council**”); and
- 4) **THE AGRICULTURAL MORTGAGE CORPORATION PLC** (company registration [number: 00234742](#)) whose registered office is Keens House, Anton Mill Road, Andover, Hampshire, SP10 2NQ (“the **Mortgagee**”)
- 5) **Pall-Ex Group Limited (company registration number: 03380606) whose registered office Pall Ex House, Victoria Road, Ellistown, Leicestershire, LE67 1FH (“the Option Holder”)**

RECITALS

- 1.1 The Borough Council is the local planning authority for the purpose of the Act for the area in which the Land is situated
- 1.2 The County Council is the local highway authority for the area in which the Land is situated within the meaning of the Highways Act 1980.
- 1.3 ~~1.3~~ The Owner is the freehold owner of the Land registered at HM Land Registry under title number LT335883
- ~~1.3~~ 1.4 The Option Holder has the benefit of an option over the Land registered at HM at HM Land Registry under title number LT335883 and is entering into this agreement to bind their interest in the Land.

1.45 The Application has been submitted to the Borough Council for planning permission for the Development

1.56 The Owner has agreed to enter into this Agreement with the intent that its interest in the Land shall be subject to the covenants and obligations entered into by it and with the intention that the covenants and obligations entered into by it should create planning obligations pursuant to Section 106 of the Act in the manner hereinafter appearing

1.67 The Borough Council is minded to grant the Planning Permission subject to the covenants contained in this Deed

2 DEFINITIONS AND INTERPRETATION

2.1 In this Deed the following words and phrases have the following meanings in addition to the definitions given in the description of the parties

“the Act” the Town and Country Planning Act 1990 (as amended)

“Application” the planning application for the Development given the Borough Council's reference number 25/00523/FUL

“Base Rate” the base lending rate from time to time of HSBC Bank Plc or if that based rate ceases to be used or published a comparable commercial lending rate reasonably determined by the Borough Council

“Biodiversity Gain Plan”

the biodiversity gain plan approved by the District Council as required by paragraph 13, Schedule 7A Part 2 of the Act

“Biodiversity Gain Site”

land where—

- (a) a person is required under a conservation covenant or planning obligation to carry out works for the purpose of habitat enhancement,
- (b) that or another person is required to maintain the enhancement for at least 30 years after the completion of those works, and
- (c) for the purposes of Schedule 7A to the Act the enhancement is made available to be allocated (conditionally or unconditionally, and whether for consideration or otherwise) in accordance with the terms of the covenant or obligation to one or more developments for which planning permission is granted

“Biodiversity Metric”

the recognised biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat

	enhancement for the purposes of Biodiversity Net Gain
“Biodiversity Net Gain”	an increase or enhancement in biodiversity value (measured using the Biodiversity Metric) that is required by the Planning Permission to achieve the biodiversity net gain requirements applicable under the Act, the Environment Act 2021 and any relevant or successor policies
“Biodiversity Net Gain Land”	such area of the Land identified on the Biodiversity Net Gain Land Plan as is required to achieve Biodiversity Net Gain
“Biodiversity Net Gain Land Plan”	the plan attached at the Third Schedule
“Biodiversity Units”	the product of the size of an area of the Biodiversity Net Gain Land and the distinctiveness and condition of the habitat it comprises (expressed as an area habitat biodiversity unit and/or a hedgerow biodiversity unit and/or a watercourse biodiversity unit), to provide a measure of ecological value based on the Biodiversity Metric
“Borough Council Monitoring Contribution”	a contribution in the sum of £419 per contribution or obligation, subject to Indexation in accordance with the Retail Prices Index towards the costs of monitoring

the contributions and obligations as detailed within the legal agreement

“Breach Notice”

a notice served by the District Council upon the Owner pursuant to paragraph 9 of Part 4a of the Second Schedule which sets out the nature of the breach, the steps the Borough Council considers are reasonably necessary to remedy the breach and a reasonable timescale to carry out these steps

“Bus Pass(es)”

a bus pass entitling the holder of the bus pass to travel free of charge on local bus services for a period of six (6) months from the date of issue to encourage the Employees to use local bus services as an alternative to the private car to establish changes in travel behaviour

“Bus Pass Contribution”

the sum of £605 (Six Hundred and Five Pounds) per Bus Pass Index Linked to enable the County Council to issue the Bus Pass(es)

“Coalville Transport Strategy Contribution”

the sum of £636,996 (Six Hundred and Thirty Six Thousand Nine Hundred and Ninety Six) ~~xxx-xxx~~ payable by the Owner to the County Council towards the Interim Coalville Transport Strategy to facilitate improvements to the A511/A50

corridor to mitigate offsite impacts from the Development

“Commencement of Development” the date on which a material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out save that for the purposes of this Deed the term is not to include operations in connection with site clearance, demolition, archaeological or ecological investigation, for the purposes of assessing contamination, remedial action in respect of any contamination, or of assessing the need for any diversion and laying of services and the erection of means of enclosure for the purposes of site security and “Commence”, “Commenced” and “Commencement” and “Commence Development” shall be construed accordingly

“Competent” holding a minimum of Membership of the Chartered Institute of Ecology and Environmental Management or a similar or successor body with a professional code of conduct and/or in line with definitions provided by the British Standard on Biodiversity Net Gain (8683:2021) or any successor standards and any relevant Natural England or the Government’s Department for Environment, Food and Rural Affairs (or any such successor

department) guidance and "Competent Person" shall be interpreted accordingly

"Completion Notice"

a notice served by the Owner pursuant to paragraph 3 of Part 4a of the Second Schedule which confirms that the Habitat Creation and Enhancement Works have been implemented and/or completed (as appropriate) and the Biodiversity Net Gain Land is being maintained and managed in accordance with the Habitat Monitoring and Management Plan

"the Contributions"

the Coalville Transport Strategy Contribution and the National Forest Planting Contribution

"County Council Monitoring Contribution"

the sum of £300 (THREE HUNDRED POUNDS) or 0.5% of the value of each financial contribution (whichever is greater) payable to the County Council towards the County Council's costs of monitoring compliance with the obligations contained within the Third Schedule the sum of £300.00 towards the County Council's costs of monitoring compliance with payment of the Coalville Transport Strategy Contribution

"Default Interest Rate"

a rate of 4% above Base Rate

"the Development"

the erection of a B8 distribution hub with ancillary offices, quality control office and

canopy, maintenance units, and gatehouse, and associated infrastructure and landscaping on the Land pursuant to the Application and the Planning Permission

“Distribution Hub”

[the B8 distribution hub and ancillary offices built pursuant to the Planning Permission](#)

“Employee”

[a person employed at the Distribution Hub](#)

“Force Majeure Event”

any circumstances which are not within the reasonable control of the Owner comprising an Act of God such as a drought, flood, fire, earthquake or other natural disaster and/or the compulsory acquisition of the Biodiversity Net Gain Land (or any part thereof) and/or the acquisition of any new rights over the Biodiversity Net Gain Land [\(provided that such acquisition of rights is not caused by the acts or omissions of the Owner\)](#) which has the effect of preventing and/or impeding delivery of any of the objectives of the Habitat Management and Monitoring Plan

“Gain Site Register”

the biodiversity gain site register established pursuant to s.100 Environment Act 2021

“Habitat Creation and Enhancement Works”

such works and/or measures set out in the Habitat Monitoring and Management Plan which are required to be carried out and/or maintained in order to create and/or

enhance the Biodiversity Net Gain Land or the relevant parts thereof suitable for the provision of the Biodiversity Units

“Habitat Monitoring and Management Plan”

the management and maintenance plan for the Biodiversity Net Gain Land referred submitted pursuant to in-condition 17 of the Planning Permission and which includes its location within the Land, details of its provision; any works or measures which are required to be carried out in order create and/or enhance the Biodiversity Net Gain Land to provide the Biodiversity Units and a timetable for such works and/or measures; a timetable for payment of the Management Plan Monitoring Fee; a programme for the management and maintenance for not less than thirty years; the methodology format of the Inspection and Monitoring Reports to be provided to the District Council together with access and inspection arrangements to facilitate such monitoring and which shall include a timetable for payment of the Management Plan Monitoring Fee and any subsequent amendments and revisions to the Habitat Monitoring and Management Plan which may be agreed in writing by the Owner and the Borough Council;

Commented [RS1]: Amended as this will be conditioned so that we don't have any overlap

“Implementation”

the date on which a material operation as defined in section 56(4) of the Act forming

“Indexation”

part of the Development begins to be carried out and “Implement the Development” shall be construed accordingly.

“Inspection and Monitoring Report”

the application of the Retail Prices Index in accordance with clause 6 and “Index Linked” shall be construed accordingly

a report to be completed by a Competent Person under the instruction of the Owner which will provide an accurate and up to date statement in respect of the operation and effectiveness of the Habitat Monitoring and Management Plan since the previous inspection and monitoring report, any remedies or measures required to meet the requirements of the Habitat Monitoring and Management Plan and any proposed revisions to the Habitat Monitoring and Management Plan

“the Land”

the land shown edged red on the Plan

“Management Plan Monitoring Fee”

the sum of is £10,150 (ten thousand one hundred and 50 pounds) or such higher sum as may be published by the County Council as the cost of monitoring the Habitat Monitoring and Management Plan in advance of the relevant trigger for payment of this fee as set out in the approved Habitat

	Monitoring and Management Plan to be used for monitoring the :TBC
“National Forest Planting Contribution”	the sum of £138,250 (one hundred and thirty eight thousand two hundred and fifty pounds) payable by the Owner to the Borough Council to be used towards woodland planting and landscaping, and associated development works within such area of the National Forest within the administrative area of the Borough Council
“Occupation”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, or decoration or occupation in relation to security operations and “Occupy”, “Occupies” and “Occupied” shall be construed accordingly
“the Plan”	the plan attached at the First Schedule
“the Planning Permission”	the planning permission for the Development pursuant to the Application
“Retail Prices Index”	the Retail Prices Index published and reviewed annually by the Office for National Statistics (or if the Index is discontinued) any future index providing a measure of the movement in building costs and which closely replicates that index

Commented [RS2]: A BNG monitoring fee isn't included within the Committee report (although I note resolving BNG is delegated), can you confirm if HBBC will apply a monitoring fee for any on-site BNG?

Commented [MC - ACS3R2]: I will take instructions but understand the inserted wording is the Council's usual approach.

Skylark Mitigation Scheme

[TBC]

Commented [MC - ACS4]: I understand this is to be secured by condition rather than the S106.

Travel Pack

a pack of information provided by the County Council or the Owner to be supplied to each Employee containing details of walking, cycling and public transport, local amenities, shops and details of any community transport or car sharing or car club schemes operating in the vicinity of the Land and for the avoidance of doubt a Travel Pack will only be provided to those Employees who are employed at a Distribution Hub upon first Occupation and does not relate to subsequent Employees of the Distribution Hub

"Travel Plan Administration Fee"

the sum of £500.00 (Five Hundred Pounds)

"Travel Pack Contribution"

the sum of £52.85 (Fifty Two Pounds and Eighty Five Pence) Index Linked per Employee to be paid by the Owner to the County Council as a contribution towards the provision of 1 (one) Travel Pack per Employee

"Travel Plan Monitoring Fee"

the sum of £6,000 (Six Thousand Pounds) to be paid by the Owner to the County Council to be used towards monitoring the travel plan which is submitted pursuant to the conditions of the Planning Permission

“Working Day”

means any day except Saturday Sunday or
a bank or public holiday in England and
“Working Days” shall be construed
accordingly

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 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 interchangeably in that manner
- 2.4 Any reference to any statute or section of a statute includes any statutory re-enactment or modification of it
- 2.5 Any reference to a clause or a schedule is (unless the context otherwise requires) a reference to a clause or a schedule of this Deed and any reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears
- 2.6 Obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally
- 2.7 The expressions the Owner, the Borough Council and the County Council includes their respective successors in title and assignees
- 2.8 Words denoting an obligation to do an act matter or thing include an obligation to procure that it be done and words denoting an obligation not to do an act matter or thing include an obligation not to cause permit suffer or allow that act matter or thing to be done

3 FORMAL REQUIREMENTS

- 3.1 It has been agreed between the Owner, the Mortgagee, the Borough Council and the County Council that the terms of this Deed will bind the Land
- 3.2 The covenants on the part of the Owner in this Deed are obligations for the purposes of section 106 of the Act
- 3.3 All of the obligations are enforceable by the Borough Council and the obligations relating to the Coalville Transport Strategy Contribution, [Bus Pass Contribution](#), [Travel Pack Contribution and Travel Plan Monitoring Fee](#) are also enforceable by the County Council
- 3.4 This Deed is a local land charge and shall be registered as such
- 3.5 This Deed is made pursuant to section 106 of the Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other statutory powers enabling
- 3.6 The obligations herein are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development

4 THE OWNER'S COVENANTS

- 4.1 The Owner covenants with the Borough Council to observe and perform the restrictions and obligations set out in the Second Schedule to this Deed.
- 4.2 The Owner covenants with the County Council to observe and perform the restrictions and obligations set out in the Third Schedule to this Deed

5 PAYMENT OF CONTRIBUTIONS

5.1 If any part of the Contributions remain uncommitted for the purposes for which they were paid after the period of ten years beginning with the date the whole of the amount of the Contribution was paid to the Borough Council or the County Council then upon request being made in writing by the person who made the payment to the Borough Council or the County Council, the Borough Council or the County Council shall refund to that person (or such other person notified to ~~the Borough Council or~~ the County Council by that paying person) such amount of any payment made which has not been spent or committed in accordance with the terms of this Deed as appropriate at the date of the request together with interest accrued thereon from the date of receipt by the Borough Council or the County Council to the date of refund at the rate specified in clause 5.2 SAVE FOR the Bus Pass Contribution (if applicable) whereby at the end of a period of nine (9) months after Occupation of the Distribution Hub will repay to the Owner or whoever shall have paid the monies together with interest (if any has accrued) such remaining balance of the Bus Pass Contribution

Commented [MC - ACS5]: The Borough Council will only return the money to the person who has paid it.

5.2 The Borough Council and the County Council shall when reasonably requested to do so by the Owner provide written details of all expenditure of the Contributions paid to the Borough Council or the County Council under this Deed to verify compliance with this Deed save that the number of requests shall be limited to two in any calendar year in total

5.3 The Contributions paid to the Borough Council or the County Council under this Deed may be committed to be paid and may be paid by the Borough Council or the County Council to another body who will use the said Contributions for the purposes herein defined and for the purposes of this Deed the Borough Council or the County Council shall be deemed to have spent the Contributions in such circumstances from the date the Borough Council or the County Council contractually commits the monies or transfers the monies to the body in question (whichever is the earlier) excepting that the Borough Council or the County Council shall not make such commitment or transfer until the Borough Council or the County Council is satisfied that the body in question has a suitable scheme for the expenditure of the monies on the purposes

specified herein within a reasonable period of time from commitment or payment of the monies to that body

6 INDEXATION

It is agreed that the Borough Council's Monitoring Costs, [the Bus Pass Contribution, the Travel Pack Contribution and the Travel Plan Monitoring Fee](#) shall be increased by the application of the Retail Prices Index from the date hereof.

7 INTEREST

If any sum or amount is not paid to the Borough Council or the County Council by the date it is due the Owner shall also pay to the Borough Council or the County Council (as the case may be) the interest on such unpaid sum at the Default Interest Rate from the date such payment is due up to and including the date of payment

8 LEGAL & MONITORING COSTS

[8.1](#) The Owner covenants with the Borough Council to pay the Borough Council's reasonable and proper legal costs in the sum of [XXX] in respect of the preparation and completion of this Deed [on the date hereof](#).

[8-18.2](#) [The Owner covenants with the Borough Council to pay the sum of £628 towards the Council's costs of monitoring Deed on the date hereof.](#)

[8-28.3](#) The Owner covenants with the County Council to pay the County Council's reasonable and proper legal costs in the sum of [XXX] in respect of the preparation and completion of this Deed

9 AGREEMENTS AND DECLARATIONS

The parties agree and declare:

- 9.1 With the exception of the obligations referred to in [] the restrictions and covenants on the part of the Owner contained in this Deed will not take effect until Commencement of Development
- 9.2 If the Planning Permission is revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before Commencement of Development then the obligations of the Owner contained in this Deed shall immediately cease to have effect and the Borough Council or the County Council (as the case may be) will if so requested by the person who paid the Contributions immediately repay any part of the Contributions paid to them pursuant to the obligations contained in this Deed in so far as they have not been committed in accordance with this Deed at the date of such request
- 9.3 No person will be liable for a breach of the restrictions and obligations contained in this Deed after that person has parted with all interest in the Land or that part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting
- 9.4 This Deed shall not be enforceable against any statutory body acquiring any part of the Development to be held for public purposes any owner of an electricity sub-station and/or gas governor site and/or pumping station or other service supply installation or any successor in title to such statutory body
- 9.5 Nothing in this Deed is to prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 9.6 Any notice or other written communication to be served by one party upon another shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered recorded or special delivery post to the party to be served at its address set out in this Deed or such other address as may from time to time be notified in writing to the sending party

- 9.7 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Borough Council or the County Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Borough Council or the County Council were not a party to this Deed
- 9.8 If any provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 9.9 No waiver (whether expressed or implied) by the Borough Council, the County Council or the Owner 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 Borough Council, County Council or the Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 9.10 In the event that an application is made pursuant to section 73 of the Act for an amendment or variation to the Planning Permission and planning permission is granted pursuant to section 73 of the Act then this Deed shall apply in full force in respect of that planning permission unless:
- 9.10.1 the Borough Council in determining the application made pursuant to section 73 of the Act reasonably requires a separate Deed under section 106 of the Act to amend planning obligations contained in this Deed or to secure new planning obligations relating to the new planning permission; or
- 9.10.2 the Owner reasonably requires a separate Deed under Section 106 of the Act to amend planning obligations contained in this Deed or to secure new planning obligations relating to the new planning permission; or

- 9.10.3 the County Council reasonably requires a separate Deed under Section 106 of the Act to amend planning obligations contained in this Deed or to secure new planning obligations relating to the new planning permission

10 CHANGE OF OWNERSHIP

The Owner agrees with the Borough Council and the County Council to give the Borough Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (the company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan

11 DISPUTE RESOLUTION

- 11.1 In the event of any dispute or difference arising between 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 agreement) by the president (or equivalent person) 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 to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares
- 11.2 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representations

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

11.4 The provisions of this clause shall not affect the ability of the Borough Council or the 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

12 EXCLUSION OF THIRD PARTY RIGHTS

12.1 The parties to this Deed declare for the purposes of the Contracts (Rights of Third Parties) Act 1999 that it is not the intention of all or any of them that any of the terms of this Deed be enforceable by a third party as defined in section 1(1) of that Act

13 EXECUTION AND DELIVERY

13.1 This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

14 JURISDICTION

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

15 MORTGAGEE'S CONSENT

15.1 The Mortgagee consents to the completion of this Deed and declares that its respective interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Land, provided that the Mortgagee (as the case shall be) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a

time when the Mortgagee (as the case may be) is in possession of all or any part of the Site.Land.

16 OPTION HOLDER'S CONSENT

14.116.1 The Option Holder consents to the completion of this Deed and declares that its respective interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Option Holder's interest in the Land, provided that the Option Holder (as the case shall be) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Option Holder (as the case may be) is in possession of all or any part of the LandSite.

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

THE FIRST SCHEDULE

The Plan

DRAFT

THE SECOND SCHEDULE

Covenants given by the Owner to the Borough Council

The Owner covenants:

Part 1 – Notification

To notify the Borough Council's ~~Director~~ ~~[XX]~~ Head of Planning in writing of:-

- a) the proposed date of Commencement of Development not less than 14 days prior to the date Commencement of Development is proposed;
- b) the Commencement of Development within 14 days of that event;

PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence is not to prevent Commencement of Development as the case may be

Part 2 – Financial Contributions

1. Prior to Commencement of Development to pay to the Borough Council the Borough Council Monitoring Contribution
2. Not to Commence Development until the Borough Council Monitoring Contribution has been paid to the Borough Council
3. Prior to the ~~Occupation of the distribution hub built pursuant to the Planning Permission~~ Commencement of Development to pay to the Borough Council the National Forest Planting Contribution

Commented [RS6]: My client has asked if this can remain as a pre-occupation trigger

Commented [MC - ACS7R6]: I will take instructions

Commented [MC - ACS8R6]: My client has confirmed that as the tree loss will occur during the construction phase, the contribution is needed to mitigate for that prior to the commencement of development.

4. Not to ~~Commence Development~~ ~~Occupy the distribution hub built pursuant to the Planning Permission~~ until the whole of the National Forest Tree Planting Contribution been paid to the Borough Council

Part 3 – Biodiversity Net Gain

1. The Owner covenants with the Council to :
 - a. to pay the Management Plan Monitoring Fee as set out in the approved Habitat Monitoring and Management Plan; and
 - b. not to exceed the trigger for payment of the Management Plan Monitoring Fee set out in the approved Habitat Monitoring and Management Plan until the Management Plan Monitoring Fee has been paid to the Council.

Part 3a – Biodiversity Net Gain Land

Insofar as the Biodiversity Gain Plan includes the Biodiversity Net Gain Land, the Owner covenants with the Borough Council as follows:

1. Prior to ~~Commencement of Development~~ Implementation to submit the Habitat Monitoring and Management Plan to the Borough Council for approval and not to ~~Commence the Development~~ Implement the Development until the Habitat Monitoring and Management Plan has been approved (such approval not to be unreasonably withheld or delayed).
2. To implement the approved Habitat Monitoring and Management Plan on the Biodiversity Net Gain Land and to implement and/or complete (as appropriate) the Habitat Creation and Enhancement Works within the timetable specified within the approved Habitat Monitoring and Management Plan unless otherwise agreed in writing with the Borough Council.
3. To serve the Completion Notice upon the Borough Council as soon as reasonably practicable (and in any event within 14 days) when the Habitat Creation and Enhancement Works have been undertaken in accordance with the Habitat Management and Monitoring Plan.

4. ~~To pay the Management Plan Monitoring Fee to the Borough Council in accordance with the timetable set out in the Habitat Management and Monitoring Plan.~~ **NOT USED**
5. To manage and maintain the Biodiversity Net Gain Land in accordance with the approved Habitat Monitoring and Management Plan for a period of 30 years from the Completion of the Development or the date of the Completion Notice (whichever is later).
6. To allow access to the Biodiversity Net Gain Land on reasonable notice and at reasonable times to persons duly authorised by the Borough Council for the purposes of monitoring compliance with the approved Habitat Monitoring and Management Plan and this Deed.
7. To submit the first Inspection and Monitoring Report to the Borough Council on the first anniversary of the service of the Completion Notice, the second anniversary of the service of the Completion Notice and the fifth anniversary of the service of the Completion Notice then at five yearly intervals thereafter until the Biodiversity Net Gain Land is no longer being managed and maintained in accordance with paragraph 5 above.
8. No party shall be liable for breaching a requirement of the approved Habitat Monitoring and Management Plan which arises as a direct result of a Force Majeure Event PROVIDED THAT if the relevant Force Majeure Event subsides any breaches that are capable of being rectified are rectified within a reasonable timeframe thereafter.-
9. If the Borough Council is not satisfied that the obligations within this Deed and the approved Habitat Monitoring and Management Plan are being complied with, they may serve a Breach Notice upon the Owner, provided always that the Borough Council shall have first discussed any such concerns with the Owner and given the Owner a reasonable timeframe (with reference to the seriousness of the alleged breach in the relevant Breach Notice) within which to investigate, respond to and/or remedy any alleged breach prior to the service of any Breach Notice by the Borough Council.

Commented [MC - ACS9]: Now dealt with above.

10. Upon receipt of a Breach Notice, the Owner shall within 20 Working Days notify the Borough Council whether they accept or dispute the Breach Notice. Where all or part of the Breach Notice is disputed, the Owner shall provide their representations to the Borough Council within the same 20 Working Days from the date of receipt of the Breach Notice or such longer timeframe as is reasonably required having regard to the nature of any alleged breach and the Council shall determine whether a longer timeframe is required (acting reasonably) and which representations the Borough Council shall take into account.
11. Within 20 Working Days of receiving the Owner's representations, the Borough Council shall notify the Owner whether the Breach Notice remains as served pursuant to paragraph 9 of this Part 3a of the Second Schedule, the Breach Notice is withdrawn or an amended Breach Notice is served and in the event that an amended Breach Notice is served then paragraph 10 above shall apply to each and every amended Breach Notice.
12. If the Borough Council confirms the Breach Notice remains as previously served or an amended Breach Notice is served pursuant to paragraph 11 of this Part 3a of the Second Schedule and the Owner still disputes the Breach Notice, the dispute provisions at clause 11 of this Deed shall apply.
13. If the Owner accepts the Breach Notice or an expert upholds the Breach Notice following the exercise of the dispute provisions (as the case may be) and the Owner does not comply with the Breach Notice within the timescale set out within it (and such timescale is to be reasonably having regard to the nature of the breach and the steps required to effect the remedy of any such breach), the Borough Council may enter the Biodiversity Net Gain Land and carry out the remedial works specified within the Breach Notice and the Owner shall pay to the Council the costs of doing so within 28 days of receipt of an invoice for the relevant costs and the Council may recover the costs of doing so from the Owner as a contractual debt.

Part 3b – Off-Site Biodiversity Net Gain

Insofar as the Biodiversity Gain Plan includes Biodiversity Net Gain being achieved using a Biodiversity Gain Site (which for the avoidance of doubt may include the purchase of Biodiversity Units by the Owner from an existing Biodiversity Gain Site), the Owner covenants with the Borough Council as follows:

1. Prior to Implementation the Biodiversity Gain Site shall be bound by an agreement pursuant to s.106 of the Act or a conservation covenant pursuant to s.117 Environment Act 2021, registered upon the Gain Site Register and the relevant number of Biodiversity Units as set out within the Biodiversity Gain Plan shall be allocated to the Development.
2. Not to Implement the Development until the Biodiversity Gain Site has been bound by an agreement pursuant to s.106 of the Act or a conservation covenant pursuant to s.117 Environment Act 2021, registered upon the Gain Site Register and the relevant number of Biodiversity Units as set out in the Biodiversity Gain Plan which are to be provided from a Biodiversity Gain Site have been allocated to the Development and the allocation reference number provided by Natural England has been provided to the Borough Council.

Part 4 – Skylark Mitigation

1. ~~Prior to Commencement of Development to submit a Skylark Mitigation Scheme to the Borough Council for their approval and not to Commence the Development until the Skylark Mitigation Scheme has been approved.~~
2. ~~Prior to Occupation of the Distribution Hub to submit to the Borough Council evidence that the Owner has secured such land required to implement the measures within the approved Skylark Mitigation Scheme in accordance with the timescale set out within the approved Skylark Mitigation Scheme.~~

Commented [MC - ACS10]: I understand this to be secured via condition

THE THIRD SCHEDULE

Covenants given by the Owner to the Borough Council and the County Council

The Owner covenants:

Part 1 – Notification

To notify the County Council's Planning Obligations Officer in writing of:-

- a) the proposed date of Commencement of Development not less than 14 days prior to the date Commencement of Development is proposed;
- b) the Commencement of Development within 14 days of that event;
- c) the proposed date of Occupation of the distribution hub built pursuant to the Planning Permission not less than 14 days prior to the date Occupation is proposed;
- d) Occupation of the distribution hub built pursuant to the Planning Permission within 14 days thereof

Part 2 – The Financial Contributions

County Council Monitoring Costs

1. To pay the County Council Monitoring Costs to the County Council prior to first Occupation of the Distribution Hub.

2. Not to Occupy or cause to be Occupied the Distribution Hub until the County Council Monitoring Costs have been paid in full to the County Council.

Coalville Transport Strategy Contribution

- 4.3. Prior to Occupation of the dDistribution hHub built pursuant to the Planning Permission to pay to the County Council 50% of the Coalville Transport Strategy Contribution
4. Not to Occupy the dDistribution hHub built pursuant to the Planning Permission until 50% of the Coalville Transport Strategy Contribution has been paid to the County Council
5. To pay to the County Council the remaining 50% of the Coalville Transport Strategy Contribution on the first anniversary of the payment made pursuant to paragraph 3, Part 2 of this Third Schedule

Travel Plan Monitoring Fee

6. Prior to Occupation of the Distribution Hub built pursuant to the Planning Permission to pay to the County Council the whole of the Travel Plan Monitoring Fee
7. Not to Occupy the Distribution Hub built pursuant to the Planning Permission until the whole of the Travel Plan Monitoring Fee has been paid to the County Council

Part 3 - Travel Packs

1. To notify the County Council in writing prior to Commencement of Development to either:
- 1.1 deliver one Travel Pack directly to each Employee upon first Occupation of

the Distribution Hub and comply with paragraph 2 below; or

1.2 pay the Travel Pack Contribution to the County Council and comply with paragraph 3 below

2.1 submit a sample Travel Pack to the County Council for approval in writing and pay the Travel Pack Administration Fee to the County Council and shall not Occupy or cause to be Occupied the Distribution Hub until it has paid the Travel Pack Administration Fee and the County Council has approved the sample Travel Pack (such approval not to be unreasonably withheld or delayed); and

2.2 Deliver one Travel Pack directly to each Employee upon first Occupation of the Distribution Hub and for the avoidance of doubt if the County Council has not approved the sample Travel Pack prior to first Occupation of the Distribution Hub then the Owner shall pay the Travel Pack Contribution to the County Council in accordance with paragraph 3 hereof.

3. In the event the Owner elects to pay the Travel Pack Contribution pursuant to paragraph 1.2 above (or if the County Council has not approved the sample Travel Pack when the Distribution Hub is ready to be Occupied), the Owner shall:

3.1 Prior to the first Occupation of the Distribution Hub, notify the County Council of the number of Employees who will be employed at the Distribution Hub when it is first Occupied; and

3.2 pay the Travel Pack Contribution for the number of Employees notified to the County Council pursuant to paragraph 3.1 prior to the first Occupation of the Distribution Hub .

Part 4 – Bus Passes

1. To either (a) provide one pass to each Employee who completes and returns

the application form provided in the Travel Pack within six (6) months of first Occupation of the Distribution Hub or in the alternative (b) elect to comply with paragraph 2 below.

2. If the Owner so elects in accordance with paragraph 1 of Part 4 of this Third Schedule to pay the Bus Pass Contribution, the Owner shall:

2.1 Prior to the first Occupation of the Distribution Hub, notify the County Council of the number of Employees who will be employed at the Distribution Hub when it is first Occupied; and

2.2 pay 20% of the Bus Pass Contribution based on the number of Employees notified to the County Council pursuant to paragraph 2.1 above prior to the first Occupation of the Distribution Hub

3. Thereafter the remaining 80% of the Bus Pass Contribution shall be paid in 20% tranches on submission of evidence by the County Council to the Owner that all preceding payments of the Bus Pass Contribution have been spent or are about to be spent SAVE THAT the obligation to pay the Bus Pass Contribution shall apply up until the expiry of nine (9) months after the Occupation of the Distribution Hub at which point the Owner shall no longer be obligated to comply with the provisions of this paragraph 3 of Part 4 of this Third Schedule.

4. To promptly provide (no later than twenty eight (28) days after receipt of the written request) to the County Council upon written request full documentary evidence detailing Bus Passes issued under paragraph 1 of Part 4 of this Third Schedule if the Owner elected for option (a) as set out in paragraph 1 of Part 4 of this Third Schedule.

**THE COMMON SEAL of
LEICESTERSHIRE COUNTY COUNCIL**

was hereunto affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL of
BLABY BOROUGH COUNCIL**

was hereunto affixed in the presence of:

Authorised Signatory

EXECUTED as a DEED

by **PATRICIA BAILEY**

In the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a DEED

by **RICHARD ANDREW BAILEY**

In the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a DEED

by **THE AGRICULTURAL MORTGAGE CORPORATION PLC**

acting by a Director in the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

DRAFT