

DATED 6th January 2026

(1) OWL DEVELOPMENTS LTD
AND
(2) CLOSE BROTHERS LIMITED
AND
(3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

DEED OF VARIATION

in connection with an Agreement made under Section 106 of
the Town and Country Planning Act 1990 (as amended)

relating to residential development on Land at Wykin Lane, Stoke Goulding,
Leicestershire, CV13 6JG

(24/01138/CONDIT)

THIS DEED is made the 6th day of January 2026

BETWEEN:

- (1) **OWL HOMES DEVELOPMENTS LTD** incorporated and registered in England and Wales with company number 12498908 whose registered office is at Unit W1a, Birch Coppice Business Park Arley Drive, Dordon, Tamworth, Staffordshire, England, B78 1SA (the "**Owner**") of the first part;
- (2) **CLOSE BROTHERS LIMITED** incorporated and registered in England and Wales with company number 195626 whose registered office is at 10 Crown Place, London EC2A 4FT (the "**Mortgagee**") of the second part; and
- (3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR ("the **Council**") of the third part.

1 DEFINITIONS

1.1 In this Deed these words and expressions shall have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Application"	shall have the same meaning as defined in the Section 106 Agreement;
"Deed"	means this deed;
"Application Land"	shall have the same meaning as defined in the Section 106 Agreement;
"Planning Permission"	means the planning permission issued pursuant to the Application subject to the Section 106 Agreement and shall have the same meaning as defined in the Section 106 Agreement;

“Section 106 Agreement” means the Agreement made pursuant to Section 106 of the 1990 Act between (1) the Council and (2) Timothy John Selby (the previous owner) (3) Davidsons Developments Limited and (4) Leicestershire County Council dated 27 April 2021 pursuant to the Application.

1.2 Where the context so requires: -

1.2.1 save as is otherwise varied by this Deed, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed;

1.2.2 clause headings are for reference only and shall not affect the construction of this Deed;

1.2.3 any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing;

1.2.4 the masculine and the feminine and neuter gender include each of the other genders and extend to include a corporation sole or aggregate and the singular includes the plural and vice versa;

1.2.5 a reference to an Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it and any regulations or statutory instrument made under it; and

1.2.6 a reference to a clause paragraph or schedule is a reference to a clause paragraph or schedule contained in this Deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.4 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

- 1.5 Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.
- 1.6 A reference to any party shall include that party's personal representatives, successors in title to the Land or permitted assigns and in the case of the Council the successor to its respective statutory functions.

2 RECITALS

- 2.1 The Council is the local planning authority for the purpose of Section 106 of 1990 Act for the area within which the Application Land is situated and is the authority by whom the obligations hereby created are enforceable.
- 2.2 This Deed is supplemental to the Section 106 Agreement and varies the Section 106 Agreement only to the extent set out in this Deed. The Section 106 Agreement remains in full force and effect save as varied by this Deed.
- 2.3 The Owner is now the registered proprietor with absolute title of the Application Land registered at HM Land Registry under title number LT558946.
- 2.4 The Mortgagee has the benefit of a charge dated 20 December 2024 registered against title number LT558946 in respect of the Application Land and has agreed to enter this Deed on the terms set out below.
- 2.5 The Owner has applied under section 73 of the 1990 Act to vary the Planning Permission and the Section 106 Agreement by application reference 24/01138/CONDIT.
- 2.6 The Council is minded to grant planning permission pursuant to the application under Section 73 of the 1990 Act in the form of the draft annexed at Schedule 2 hereto subject to the completion of this Deed.
- 2.7 The Council and the Owner have agreed that the Section 106 Agreement shall be varied as set out in this Deed.

3 IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

- 3.1 This Deed is made pursuant to sections 106 and 106A of the 1990 Act section 111 of the Local Government Act 1972 and all other powers so enabling and is a planning obligation for the purposes thereof with the intent that that the covenants contained herein shall bind the interests held by the Owner in the Application Land and its successors in title to each and every part of the Application Land and their assigns and any person

claiming through or under it an interest or estate in the Application Land or any part or parts thereof as provided in the clauses of this Deed and in the clauses of the Section 106 Agreement.

- 3.2 The planning obligations contained in this Deed are enforceable by the Council as local planning authority in accordance with section 106 of the 1990 Act.
- 3.3 This Deed is supplemental to the Section 106 Agreement only to the extent set out in this Deed.
- 3.4 This Deed shall become effective on the date of this Deed.
- 3.5 The parties hereto hereby mutually agree to vary and supplement the terms of the Section 106 Agreement as set out in Schedule 1
- 3.6 For the avoidance of doubt, all existing references to Planning Application and Planning Permission in the Section 106 Agreement are to be construed in accordance with the above.
- 3.7 This Deed shall be construed as one with the Section 106 Agreement.
- 3.8 The provisions of the Section 106 Agreement continue to be enforceable by the Council and to bind the Application Land in all respects save as varied by this Deed but for the avoidance of doubt the alterations and amendments hereby agreed shall to the extent only that they are material supersede specific provisions to the contrary in the Section 106 Agreement and the Section 106 Agreement as varied by this Deed shall always be read together (*mutatis mutandis*) with the latter to that extent predominating .
- 3.9 The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Section 106 Agreement as varied by this Deed.
- 3.10 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof provided that this Clause shall not affect any right of action of any person to whom this Deed is lawfully assigned or in whom it becomes vested in law.
- 3.11 This Deed shall be registered as a Local Land Charge.
- 3.12 The Owner shall pay to the Council on or before the date of completion of this Deed, the Council's reasonable and proper legal costs together with all

disbursements incurred in connection with the preparation, completion and registration of this Deed in the sum of £825.00.

- 3.13 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).
- 3.14 It is agreed that if any part of this Deed is declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Deed and the remainder of this Deed shall continue in full force and effect.
- 3.15 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 3.16 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Application Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Application Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Application Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

SCHEDULE 1

Variations to Section 106 Agreement

1. The Section 106 Agreement shall be varied as follows: -

1.1. In clause 1.1 Definitions and Interpretation the following definitions shall be deleted:-

“Affordable Dwellings”	means the units to be constructed as part of the Development as Affordable Housing being 40% of the total number of Dwellings and unless otherwise agreed with the Borough Council to comprise:
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- | | |
|-----|---|
| i. | 10% as Discounted Market Dwellings; and |
| ii. | 30% as Affordable Rented Dwellings. |

“Affordable Housing Scheme”	means the scheme for the provision of the Affordable Dwellings as part of the Development to be submitted to and approved by the Borough Council in accordance with clause 3.1.1 hereof and containing details of the location of the Affordable Dwellings, the house types, and size and tenure of the Affordable Dwellings and details of the Registered Provider if known.
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“Planning Permission”	means the outline planning permission that may be granted by the Secretary of State or the Inspector pursuant to the Appeal
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1.2. In clause 1.1 Definitions and Interpretation the following new definitions shall be inserted: -

“Appeal Permission”	means the planning permission granted at the Appeal and dated 21 May 2021
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“Affordable Dwellings”	means the Dwellings to be constructed as part of the Development as Affordable Housing comprising:-
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-the six Discounted Market Dwellings numbered plots 23-24 and 32-35 on the Site Layout Plan;

-the four (4) Dwellings numbered plots 39 - 42 on the Site Layout Plan to be transferred to the Borough Council pursuant to paragraphs 3.1.4 and 3.1.8 hereof to be provided by the Borough Council as Affordable Housing for Rent.

"Affordable Housing Offsite Contribution" means the sum of twenty one thousand two hundred and seventeen pounds and eighteen pence (£21,217.83) to be used to support the delivery of affordable housing elsewhere in the Borough Council area

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Dwellings as part of the Development to be submitted to and approved by the Borough Council in accordance with clause 3.1.1 hereof and containing details of the location of the Affordable Dwellings, the house types, and size and tenure of the Affordable Dwellings

"Planning Permission" means the Appeal Permission or the Section 73 Permission

"Section 73 Application" means the application submitted to the Council under Section 73 of the 1990 Act and validated on 17 December 2024 and registered by the Council under reference 24/01138/CONDIT to vary the Planning Permission.

"Section 73 Permission" means a planning permission to be granted pursuant to the Section 73 Application.

"Site Layout Plan" means the drawing annexed hereto numbered SG-PL-02 Rev F

1.3. A new clause 2.26 shall be added to the Section 106 Agreement as follows:

The Owner covenants with the Council not to further implement the Appeal Permission following the grant of the Section 73 Permission.

- 1.4. Clause 3.1 of the Section 106 Agreement shall be deleted in its entirety and replaced as follows: -

Affordable Housing

- 3.1 The Owner covenants with the Borough Council as follows: -

3.1.1 No Development shall Commence unless and until the Owner has submitted in writing to the Borough Council and obtained the written approval of the Borough Council to the Affordable Housing Scheme.

3.1.2 To provide the Affordable Dwellings in accordance with the Affordable Housing Scheme or any variations thereto approved in writing by the Borough Council.

3.1.3 To construct or procure the construction of the Affordable Dwellings as part of the Development in accordance with the Affordable Housing Scheme or any variations thereto approved in advance in writing by the Borough Council.

3.1.4 Not to Occupy or permit the Occupation of more than 75% of the Market Dwellings until the Affordable Dwellings have been constructed ready for Occupation and the freehold interest in them has been transferred to the Borough Council save in respect of the Discounted Market Dwellings which are to be transferred directly to an individual purchaser in which case such Discounted Market Dwellings shall be completed and actively marketed for sale.

3.1.5 The transfer of the Affordable Dwellings (other than the Discounted Market Dwellings) to the Borough Council under clause 3.1.4 above shall contain the following provisions:

3.1.5.1 The transfer shall be at a consideration of £1;

3.1.5.2 Together with the grant and reservation by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Dwellings and the remainder of the Dwellings constructed or to be constructed as part of the Development;

3.1.5.3 Subject to the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of the Dwellings within the Development;

3.1.5.4 Subject to provisions that:

- (i) Save as provided in (ii) below and clause 3.1.11 the Affordable Dwellings (excluding the Discounted Market Dwellings) shall not be used for any purpose other than as Affordable Rented Dwellings under the Hinckley and Bosworth Choice – Base Lettings Scheme and in accordance with the objectives of the Borough Council's Housing Allocations Policy ('HAP') in force from time to time to persons in need of affordable housing within the parish of Stoke Goulding and being such persons as the Borough Council determine satisfy the Parish/village connection with the Local Connections criteria as identified in the HAP;
- (ii) In the event there is no person(s) who satisfies the Parish/village connection with the Local Connections criteria as defined within the HAP, such other person(s) in need of Affordable Housing within the Borough of Hinckley and Bosworth as shall be determined by the Borough Council to satisfy the Borough Connection with the Local Connections criteria as defined within the HAP provided that if within 28 days of an Affordable Rented Dwelling becoming vacant no such qualifying person(s) can be found to Occupy the Dwelling the Borough Council may let the [Affordable Rented Dwelling] to any person(s) who satisfies its normal letting criteria.

3.1.6 To ensure that the Affordable Dwellings (excluding the Discounted Market Dwellings) shall not be used or Occupied other than for Affordable Housing provided that this clause 3.1.6 shall not be binding on:

3.1.6.1 Any person acquiring an interest in an Affordable Dwelling under a statutory right to buy the said Affordable Dwelling.

3.1.6.2 A lessee under a shared ownership lease of an Affordable Dwelling or a mortgagee or chargee of a shared ownership lease granted in respect of an Affordable Dwelling.

3.1.6.3 A person who has staircased under a shared ownership lease or an Affordable Dwelling to acquire the freehold of the said Affordable Dwelling or a mortgagee or chargee of such an Affordable Dwelling.

3.1.6.4 A mortgagee or chargee of or successor in title to any such person as is mentioned in 3.1.6.1 to 3.1.6.3 above.

3.1.7 To pay the Affordable Housing Offsite Contribution to the Borough Council on the date of the transfer of the Affordable Dwellings to the Borough Council pursuant to clause 3.1.4.

Discounted Market Dwellings

3.1.8 The Owner may only first transfer a Discounted Market Dwelling to an Eligible Purchaser

3.1.9 All initial and subsequent transfers or dispositions of Discounted Market Dwellings will be on the following basis and for the avoidance of doubt the provisions of this clause 3.1.9 shall apply mutatis mutandis to any proposed disposition and reference to 'transfer' shall be deemed to include 'lease', reference to 'sale price' shall be deemed to include 'rent' and reference to 'market value' shall be deemed to include both the open market value determined by a sale in an arms-length transaction in the open market as between a willing seller and buyer but also market rent as so determined:

3.1.9.1 The sale price and total consideration required for the transfer of each Discounted Market Dwelling shall be for no more than 80% as a number of the market value of the said Dwelling;

3.1.9.2 Prior to marketing and prior to any transfer of each Discounted Market Dwelling the Owner shall notify the Borough Council of the proposed sale price and provide reasonable evidence demonstrating the level of discount from market value (including at least two independent valuation reports), such sale price to be approved by the Borough Council (acting reasonably) prior to the transfer of each Discounted Market Dwelling;

3.1.9.3 The transferee must be an Eligible Person and the Discounted Market Dwelling must be their principal place of residence.

3.1.9.4 Prior to any transfer of a Discounted Market Dwelling the Owner of that Dwelling shall first give notice in writing to the Borough Council of the proposed sale but will otherwise be free to dispose of such Discounted Market Dwelling to an Eligible Purchaser;

3.1.9.5 The transferee shall send to the Borough Council (marked for the attention of the Housing Department) within 14 (fourteen) days of completion of the transfer of each Discounted Market Dwelling a notice stating the total consideration (including sale price) and providing a copy of the transfer;

3.1.9.6 The Discounted Market Dwelling restriction on price shall be entered on the register of title to the relevant Discounted Market Dwelling and arrangements shall be put in place to ensure that the Discounted Market Dwelling price restriction shall be promptly registered and apply in relation to all subsequent dispositions and the initial transfer shall require the transferee to apply to HM Land Registry for registration of both the transfer and a restriction as follows:

'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a consent signed by the Borough Council of Hinckley and Bosworth or their conveyancer or one of its officers on its behalf confirming that clause 3.1.9 of the S.106 Deed dated [] has been complied with';

3.1.9.7 A copy of the relevant restriction and the certificate referred to therein has been supplied to the Borough Council (marked for the attention of the Housing Department) on each such disposition of a Discounted Market Dwelling.

- 3.1.10 For the avoidance of doubt the restrictions contained in paragraphs 3.1.9.5 to 3.1.9.7 shall not be binding on any mortgagee or chargee of an individual who has purchased a single Discounted Market Dwelling exercising a power of sale pursuant to their mortgage or charge.

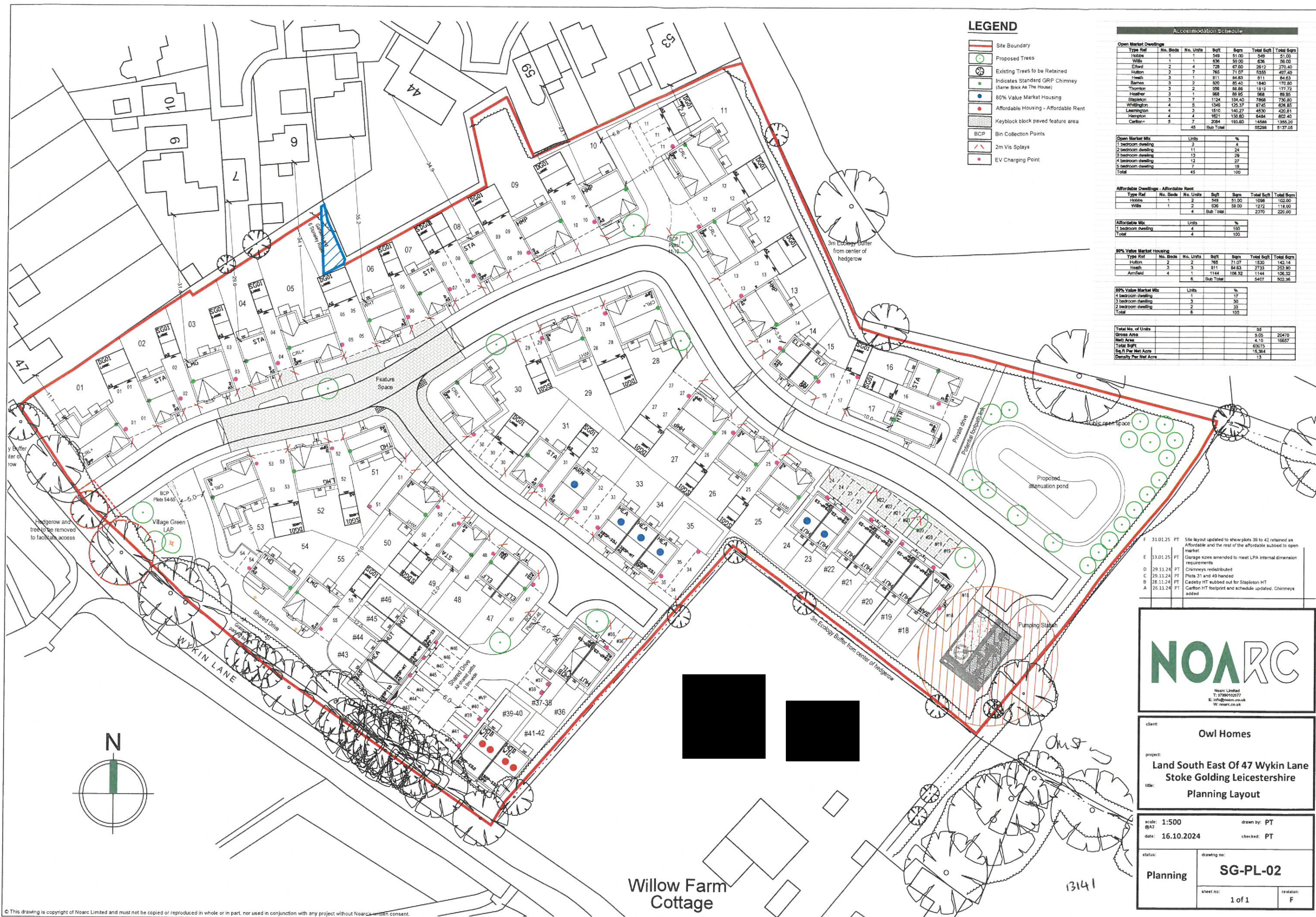
Mortgagee Exclusion

- 3.1.11 The Affordable Housing provisions in this Deed (as set out in this clause 3.1) shall not be binding on 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:

- 3.1.11.1 Such mortgagee or chargee or receiver shall first give written notice to the Borough 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 an Affordable Housing Provider 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
- 3.1.11.2 If such disposal has not been completed within the three month period, the mortgagee, the chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the Affordable Housing Provisions in this Deed which provisions shall determine absolutely.

- 1.4. In clause 7 of the Section 106 Agreement "The Borough Council's Covenants To The Owner" new clauses 7.6 and 7.7 shall be inserted as follows:-

- 7.6 Upon receipt of written confirmation from the Owner that it wishes to transfer the Affordable Dwellings (other than the Discounted Market Dwellings) to the Borough Council pursuant to clause 3.1.4 the Borough Council shall cooperate with the Owner and shall accept a transfer of such Affordable Dwellings.
- 7.7 The Borough Council covenants with the Owner that it will:
- (a) apply the Affordable Housing Offsite Contribution for the defined purposes and for no other purposes whatsoever; and
 - (b) further, if the Affordable Housing Offsite Contribution has not been expended for the defined purposes within the period of fifteen years from the date of payment of the Affordable Housing Offsite Contribution to refund directly to the Owner any unspent portion of the Affordable Housing Offsite Contribution.



LEGEND

- Site Boundary
- Proposed Trees
- Existing Trees to be Retained
- Indicates Standard GRP Chimney (Same Brick As The House)
- 80% Value Market Housing
- Affordable Housing - Affordable Rent
- Keyblock block paved feature area
- BCP Bin Collection Points
- 2m Vis Splays
- EV Charging Point

Accommodation Schedule

Open Market Dwellings						
Type Ref	No. Beds	No. Units	Sqft	Sqm	Total Sqft	Total Sqm
Hobbs	1	1	549	51.00	549	51.00
Villa	1	1	636	59.00	636	59.00
Clifford	2	4	270	25.12	1080	100.48
Hutton	2	7	765	71.07	3060	284.28
Heath	3	1	811	75.43	811	75.43
Barnes	3	2	820	76.40	1640	152.80
Thornhill	3	2	955	88.85	1910	177.70
Hoarher	3	1	968	89.85	968	89.85
Stapleton	3	7	1124	104.40	7868	730.80
Whittington	4	5	1348	125.37	6740	628.85
Launceston	4	3	1510	140.27	4530	420.81
Hampton	4	4	1821	169.80	7284	675.40
Carlton	5	7	2084	193.60	14588	1355.20
Sub Total			45		52298	5137.05

Open Market Mix			
Units	%		
1 bedroom dwelling	2	4	
2 bedroom dwelling	11	24	
3 bedroom dwelling	13	29	
4 bedroom dwelling	12	27	
5 bedroom dwelling	7	15	
Total	45	100	

Affordable Dwellings - Affordable Rent						
Type Ref	No. Beds	No. Units	Sqft	Sqm	Total Sqft	Total Sqm
Hobbs	1	2	549	51.00	1098	102.00
Villa	1	2	636	59.00	1272	118.00
Sub Total			4		2370	220.00

Affordable Mix			
Units	%		
1 bedroom dwelling	4	100	
Total	4	100	

80% Value Market Housing						
Type Ref	No. Beds	No. Units	Sqft	Sqm	Total Sqft	Total Sqm
Hutton	2	2	765	71.07	1530	142.14
Heath	3	3	811	75.43	2433	225.81
Amfield	1	1	1144	106.32	1144	106.32
Sub Total			6		5407	504.27

80% Value Market Mix			
Units	%		
4 bedroom dwelling	1	17	
3 bedroom dwelling	3	50	
2 bedroom dwelling	2	33	
Total	6	100	

Total No. of Units			
Gross Area		55	20410
Nett Area		4.10	16657
Total Sqft		63275	
Sq.ft Per Net Acre		15,364	
Density Per Net Acre		13	

- F 31.01.25 PT Site layout updated to show plots 38 to 42 retained as Affordable and the rest of the affordable subbed to open market.
- E 31.01.25 PT Garage sizes amended to meet LPA internal dimension requirements
- D 29.11.24 PT Chimneys redistributed
- C 29.11.24 PT Plots 31 and 49 handed
- B 28.11.24 PT Casey HT subbed out for Stapleton HT
- A 26.11.24 PT Carlton HT footprint and schedule updated. Chimneys added

NOARC

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client: Owl Homes

project: Land South East Of 47 Wykin Lane
Stoke Golding Leicestershire
title: Planning Layout

scale: 1:500
date: 16.10.2024
drawn by: PT
checked: PT

status: Planning
drawing no: SG-PL-02

sheet no: 1 of 1
revision: F

Schedule 2
Draft Section 73 Permission

Draft Decision Notice

24/01138/CONDIT

Site: Land South East Of 47 Wykin Lane Stoke Golding

Proposal: Application to vary condition 1 and 3 of planning permission 23/00576/CONDIT (amending dwelling appearance, house types and affordable housing mix).

1. The development hereby permitted shall not be carried out otherwise than in complete accordance with the following details received by the LPA on the 17th December 2024 and the 17th January 2025.

Planning Layout SG-PL-02 Rev F
Proposed materials layout SG-PL-03 Rev C P
Proposed boundary treatment layout SG-PL-04 Rev B
SG-HT27 Rev A;
SG-HT-21B;
SG-HT-22B;
SG-HT-11A;
SG-HT-12A;
SG-HT-19A;
SG-HT-20A;
SG-HT-26A;
SG-HT-01A;
SG-HT-25A;
SG-HT-09B;
SG-HT-10B;
SG-HT-24A;
SG-HT-17B;
SG-HT-18A;
SG-HT-03A;
SG-HT-13B;
SG-HT-14B;
SG-HT-15B;
SG-HT-16A;
SG-HT-07B;
SG-HT-08A;
SG-HT-04A;
SG-HT-05B;
SG-HT-23A;
SG-HT-02A; and
SG-HT-06B.

Reason: To ensure a satisfactory form of development in accordance with Policies DM1 and DM10 of the Site Allocations and Development Management Policies Development Plan Document (2016).

2. The development hereby approved shall be begun no later than 5th April 2025 (two years from the date of approval of the last of the reserved matters application).

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

3. The development hereby permitted shall not be occupied until such time as the parking and turning facilities have been implemented in accordance with Drawings 24271-100 Highways Layout - Sheet 1 and 24271-101 Highways Layout – Sheet 2 received on the 17th January 2025. Thereafter the onsite parking provision shall be so maintained in perpetuity.

Reason: To ensure that adequate off-street parking provision is made to reduce the possibility of the proposed development leading to on-street parking problems locally (and to enable vehicles to enter and leave the site in a forward direction) in accordance with Policy DM17 and DM18 of the adopted Site Allocations and Development Management Policies Plan.

4. Any dwellings that are served by private access drives (and any turning spaces) shall not be occupied until such time as the private access drive that serves those dwellings has been provided in accordance with Figure DG17 of the Leicestershire Highway Design Guide. The private access drives should be surfaced with tarmacadam, or similar hard bound material (not loose aggregate) for a distance of at least 5 metres behind the highway boundary and, once provided, shall be so maintained in perpetuity.

Reason: To reduce the possibility of deleterious material being deposited in the highway (loose stones etc.) in the interests of highway safety and in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD and the NPPF.

5. No part of the development hereby permitted shall be occupied until such time as 1.0 metre by 1.0 metre pedestrian visibility splays have been provided on the highway boundary on both sides of each private drive/ shared private drive with nothing within those splays higher than 0.6 metres above the level of the adjacent footway/verge/highway and, once provided, shall be so maintained in perpetuity.

Reason: In the interests of pedestrian safety, and in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD and the NPPF.

6. Notwithstanding the provisions of Part 2 of Schedule 2, Article 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order), other than those shown on the approved drawings, no gates, barriers, bollards, chains or other such obstructions shall be erected to the vehicular access.

Reason: To enable a vehicle to stand clear of the highway in order to protect the free and safe passage of traffic including pedestrians in the public highway and in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD and the NPPF.

7. The development shall only be carried out in accordance with the following drainage and surface water strategy details. The approved details shall be implemented in full before the development is first occupied.

- C10 & C12 Drainage General Arrangement - Received 2 August 2023
- E1189-ENG-0250 C10 & C12 Storm Area Plan - Received 2 August 2023
- E1189-ENG-0600 C10 & C12 Contour Layout - Received 2 August 2023
- E1189-ENG-1050 C10 & C12 Headwall Construction Details - Received 2 August 2023
- E1189-ENG-0800 C10 & C12 Control Chamber Details - Received 2 August 2023
- E1189-ENG-0850A C10 & C12 Permanent Water level - Received 10 July 2023
- C10 & C12 Drainage Operations & Maintenance - Received 6 June 2023

The system detailed in the documents listed above shall be implemented in accordance with the approved details and maintained in perpetuity.

Reason: To reduce the possibility of surface water from the site being deposited in the highway causing dangers to road users in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD and the NPPF.

8. Notwithstanding the submitted plans, any garage doors shall be set back from the highway boundary a minimum distance of 5.5 metres for sliding or roller/shutter doors/ 6.1 metres for up-and-over doors / 6.5 metres for doors opening outwards and thereafter shall be so maintained.

Reason: To enable a vehicle to stand clear of the highway whilst the garage doors are opened/closed, to protect the free and safe passage of traffic including pedestrians in the public highway and to ensure that adequate off street parking provision is available to reduce the possibility of on street parking problems locally in accordance with policy DM17 of the adopted Site Allocations and Development Management Policies DPD and the NPPF.

9. The development hereby permitted shall be carried out in full accordance with the findings and recommendations contained within the Focus Environmental Consultants Badger Survey Report and Method Statement (August 2021).

Reason: In order to protect badgers and their habitat in accordance with Policy DM6 of the Site Allocations and Development Management Policies DPD 2016.

10. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that order) no fences, gates or walls shall be erected within the curtilage of any dwelling forward of any wall of the dwellinghouse which fronts on to a highway.

Reason: In the interests of road safety in accordance with Policy DM10 of the Site Allocations and Development Management Policies DPD 2016.

11. Notwithstanding the provisions of Article 3, Schedule 2, Part 1, Classes A and B of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that order) no enlargement, improvement, or other alteration to any dwelling on Plots 1 to 11 shall be carried out unless planning permission for such development has been granted by the Local Planning Authority.

Reason: To safeguard the amenity of neighbouring residents in accordance with Policy DM10 of the Site Allocations and Development Management Policies DPD 2016.

12. Notwithstanding the provisions of Article 3, Schedule 2, Part 1, Class E of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that order) no buildings etc incidental to the enjoyment of the dwellinghouse on Plot 11 shall be carried out unless planning permission for such development has been granted by the Local Planning Authority.

Reason: To safeguard the amenity of neighbouring residents in accordance with Policy DM10 of the Site Allocations and Development Management Policies DPD 2016.

Notes to applicant

1. The approved development may require Building Regulations Approval, for further information please contact the Building Control team via e-mail at buildingcontrol@hinckley-bosworth.gov.uk or call 01455 238141.

2. Planning Permission does not give you approval to work on the public highway. Therefore, prior to carrying out any works on the public highway you must ensure all necessary licences/permits/agreements are in place. For further information, please telephone 0116 305 0001. It is an offence under Section 148 and Section 151 of the Highways Act 1980 to deposit mud on the public highway and therefore you should take every effort to prevent this occurring.

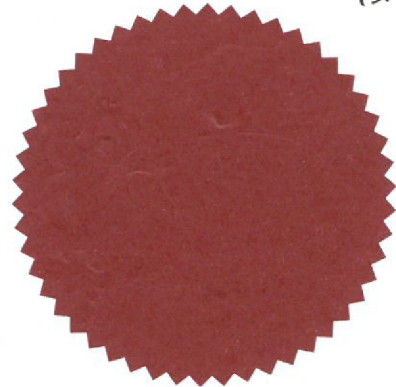
3. If the roads within the proposed development are to be offered for adoption by the Local Highway Authority, the Developer will be required to enter into an agreement under Section 38 of the Highways Act 1980. Detailed plans will need to be submitted and approved, the Agreement signed and all sureties and fees paid prior to the commencement of development. The Local Highway Authority reserve the right to charge commuted sums in respect of ongoing maintenance where the item in question is above and beyond what is required for the safe and satisfactory functioning of the highway. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://resources.leicestershire.gov.uk/lhdg>. If an Agreement is not in place when the development is commenced, the Local Highway Authority will serve Advanced Payment Codes in respect of all plots served by all the roads within the development in accordance with Section 219 of the Highways Act 1980. Payment of the charge must be made before building commences. Please email road.adoptions@leics.gov.uk in the first instance.

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

5. All proposed off site highway works, and internal road layouts shall be designed in accordance with Leicestershire County Council's latest design guidance, as Local Highway Authority. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://resources.leicestershire.gov.uk>

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

THE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF HINCKLEY AND BOSWORTH)
was hereunto affixed in the presence of:)



Authorised Signatory)

:

EXECUTED as a DEED by)
OWL HOMES DEVELOPMENTS LTD)
acting by a Director in the presence of:).....

Director

Signature of Witness...

Name(IN BLOCK CAPITALS) JAMIE THOMPSON

Address

Unit W1A, Birch Coppice Business Park
Arley Drive, Tamworth
STAFFORDSHIRE

Occupation

LAND DIRECTOR

Signed as a deed by
LIZA LEENA LAM-KEE
as attorney for **CLOSE**
BROTHERS LIMITED under a
power of attorney dated **19**
February 2025 in the presence
of:

)
)
) Signature of *Liza Leena Lam-Kee*
)
) as attorney for **CLOSE BROTHERS**
) **LIMITED**

Witness Signature:

Witness Name:

Address:

Occupation:

[Redacted]

ANNIE LANE

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