

DATED 06 August 2025

(1) DAVIDSON'S DEVELOPMENTS LIMITED

and

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

and

(3) LEICESTERSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

Section 106 of the Town and Country Planning Act 1990
relating to proposed residential development on Land north of
Deepdale Farm, Lutterworth Road, Burbage

(Application number: 24/00139/FUL)

We hereby certify this to be a true
and accurate copy of the original
UMS
.....
Hinckley & Bosworth Borough Council

THIS AGREEMENT by way of Deed is made the 06 day of August Two Thousand and Twenty Five

BETWEEN:

1. **DAVIDSONS DEVELOPMENTS LIMITED** (Co. Reg. No 04346861) whose registered office is situated at Unit R, Ivanhoe Park Way, Ashby-De-La-Zouch, LE65 2AB ("the Owner")
2. **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of The Hub, Hawley Road, Hinckley, LE10 0FR ("the Borough Council")
3. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA ("the County Council")

RECITALS:

- A. The Borough Council is the local planning authority for the purposes of the Act for the Borough of Hinckley and Bosworth within which the Application Land is situated
- B. The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972 (as amended) and the obligations contained herein are enforceable by the Borough Council and the County Council in respect of obligations given to each of them
- C. The County Council is the Local Highway Authority and is responsible for the provision of education, waste management facilities and library services for the area in which the Application Land is situated
- D. The Owner is the freehold owner of the Application Land which forms part of land registered at HM Land Registry with title absolute under title number LT539424
- E. The Borough Council has resolved to grant the Planning Permission subject to conditions and the Owner entering into this Agreement to secure the planning obligations contained herein

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following expressions shall have the following meanings:

"Act"	means the Town & Country Planning Act 1990 (as amended)
"Affordable Housing"	has the meaning given to it in Annex 2 of the NPPF or any successor provisions which may be introduced from time to time including for the avoidance of doubt changes in policy or legislative changes
"Affordable Housing Contribution"	means a contribution of Two Hundred and Fifteen Thousand Eight Hundred and Forty Two Pounds (£215,842.00) adjusted in accordance with the provisions contained in the First Schedule payable by the Owner to the Borough Council paid by the Owner to the Borough Council in lieu of the provision of Affordable Housing on the Application Land for use by the Borough Council within its administrative area for purposes including; a. The construction of new affordable housing units by the Borough Council b. The acquisition of existing buildings which satisfy the definition of affordable housing c. For increasing the provision of affordable housing on an alternative scheme d. For supporting schemes where affordable housing would not otherwise be viable

	e. For increasing the number of family units for affordable housing in a scheme f. For regeneration projects which include affordable housing and which will contribute to the creation of mixed communities
"Application Land"	means the land edged red on the Plan and forming part of title number LT539424
"Biodiversity Gain Scheme"	means a scheme to be submitted to and approved in writing by the Borough Council that sets out the proposals whether on or off the Application Land or and taking whatever form the Owner and the Borough Council shall reasonably agree for the purpose of providing biodiversity gains to off-set the biodiversity impact of the Development including (but not limited to) details of long-term habitat management and maintenance of informal open space on the Application Land together with areas beyond the Application Land (including translocation sites) that will be used for agreed biodiversity offsetting in order to achieve the biodiversity net gain agreed and (and may include the purchasing of credits)
"Borough Council Monitoring Costs Contribution"	means a contribution in the sum of £419 per contribution / obligation Index Linked towards the costs of monitoring the contributions and obligations as detailed within the legal agreement

"Bus Pass(es)"	means up to two (2) adult bus passes per Dwelling entitling the holder of each bus pass to travel free of charge on local bus services over a period of six (6) months from the date of issue
"Bus Pass Contribution"	means the sum of Twenty Three Thousand Four Hundred and Sixty Pounds (£23,460) (representing the sum of One Thousand and Twenty Pounds (£1,020) per Dwelling for two (2) Bus Passes (at a cost of Five Hundred and Ten Pounds (£510) per Bus Pass)) adjusted in accordance with the provisions contained in the First Schedule payable by the Owner to the County Council towards the provision of Bus Passes
"Commencement of Development"	means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56 (4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development: i. trial holes or other operations to establish the ground conditions of the Application Land site survey work or works of remediation ii. archaeological investigations on the Application Land

	iii. any works of demolition or site clearance iv. any structural planting or landscaping works v. ecological or nature conservation works associated with the Development vi. construction of site compounds boundary fencing or hoardings vii. construction of access or highway works or provision of services (including drainage and media) viii. any other preparatory works agreed in writing with the Borough Council
"County Council Monitoring Costs Contribution"	means the sum of Three Hundred Pounds (£300.00) or 0.5% of the value of the contribution (whichever is the greater) in respect of each contribution payable to the County Council towards its costs of monitoring compliance with the obligations contained in this Agreement
"Development"	means the development described in the Planning Application and to be carried out pursuant to the Planning Permission
"Document Review Fee"	means £327 per document submitted for approval in relation to the management company for the Open Space
"Dwelling"	means a dwelling built pursuant to the Planning Permission
"Health Care Provider"	means NHS Leicester, Leicestershire and Rutland Integrated Care Board

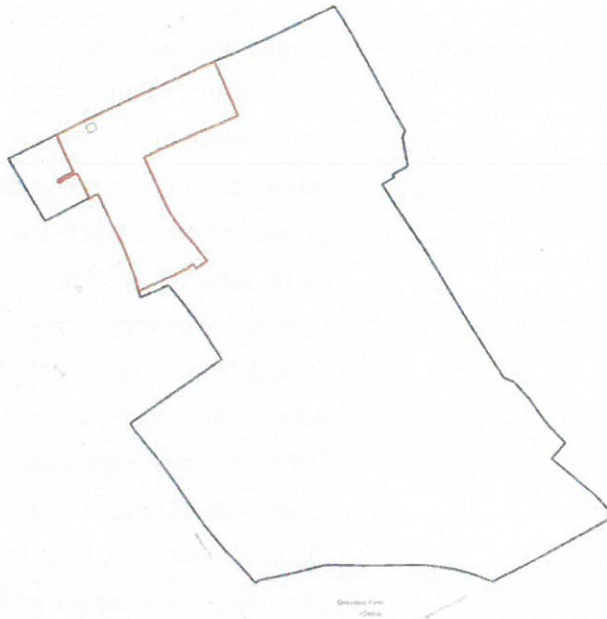
"Health Facilities Contribution"	means the sum of Seventeen Thousand Eight Hundred and Eleven Pounds and Twenty Pence (£17,811.20) adjusted in accordance with the First Schedule to be paid by the Owner to the Borough Council towards the improvement of facilities at Burbage Surgery and/or Station View Health Centre.
"Library Contribution"	means the sum of Six Hundred and Sixty Four Pounds and Thirty Five Pence (£664.35) adjusted in accordance with the provisions contained in the First Schedule to be paid by the Owner to the County Council towards the provision of improvements to Burbage Library and its facilities including but not limited to, books, materials or associated equipment or to reconfigure the internal or external library space to account for additional usage of the venue arising from an increase in members to the library as a result of the Development
"NPPF"	means the National Planning Policy Framework (December 2024) or any successor document thereto
"Occupation"	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include: (i) daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or

	(ii) the use of any Dwellings for the marketing of the Development; or (iii) the storage of plant and materials and "Occupy" "Occupier(s)" and "Occupied" shall be construed accordingly
"Off-site Outdoor Sports Maintenance Contribution"	means the sum of Three Thousand Seven Hundred and Ninety Seven Pounds and Seventy Six Pence (£3,797.76) payable by the Owner to the Borough Council and adjusted in accordance with the provisions of the First Schedule hereto towards the maintenance of the Outdoor Sports Facilities
"Off-site Outdoor Sports Provision Contribution"	means the sum of Seven Thousand Nine Hundred and Ninety Two Pounds and Ninety Six Pence (£7,992.96) payable by the Owner to the Borough Council and adjusted in accordance with the provisions of the First Schedule hereto towards the provision and/or improvement of outdoor sports facilities within 1 kilometre of the Application Land ("the Outdoor Sports Facilities")
"Open Space"	means the area of open space that falls within the Application Land (or such other area of open space as may be submitted to and approved in writing by the Borough Council)
"Open Space Plan"	means the plan attached to this Agreement as drawing number 1186_POS and marked POS Breakdown

	or such other drawing as may be submitted to and approved in writing by the Borough Council
"Open Space Scheme"	means the scheme for the provision and laying out of the Open Space to be submitted by the Owner to the Borough Council
"Plan"	means the plan attached to this Agreement which shows the Application Land edged red
"Planning Application"	means the Planning Application submitted to the Borough Council and allocated reference number 24/00139/FUL for the erection of 23 dwellings and associated infrastructure on land north of Deepdale Farm, Lutterworth Road, Burbage, Leicestershire
"Planning Permission"	means the full planning permission to be granted by the Borough Council pursuant to the Planning Application
"Play Space"	means the area shown coloured yellow and described as the Additional Area of Equipped Children's Play Space on the Open Space Plan or such other area as may be submitted to and approved in writing by the Borough Council which shall consist of a minimum value of play equipment of Fifteen Thousand and Sixty Three Pounds and Eighty Pence



Key:
Application Site Boundary
Land controlled by applicant



 DAVIDSONS	
Description: Location Plan	Date: 16/06/22
Project: Land East of Lifford Road, Buncays, Phase 2	Rev: P01
Dwg No: 81/06_000	Description: Drawing Complete
Scale: 1:2500	Date: 04/03/24
Drawn: HK	Checked: PW

13066

Celler

F. accuracy

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	(£15,063.80) (and the Owner shall not be obliged to provide play equipment in excess of this sum)
"Play Space Scheme"	means a scheme to secure the Play Space
"Post 16 Education Contribution"	means the sum of Thirteen Thousand Three Hundred and Ninety Three Pounds and Sixty One Pence (£13,393.61) adjusted in accordance with the provisions contained in the First Schedule to be paid by the Owner to the County Council towards the improvement, remodelling or enhancement of educational facilities at the Hinckley School or any successor school or any other school within the locality of the Development, including the construction of a new school, as will provide additional post 16 education places to accommodate pupil growth from the Development
"Primary Education Contribution"	means the sum of Sixty Five Thousand Nine Hundred and Sixteen Pounds and Forty Pence (£65,916.40) adjusted in accordance with the provisions contained in the First Schedule to be paid by the Owner to the County Council towards the improvement, remodelling or

	enhancement of educational facilities at Burbage Junior School or any successor school or any other school within the locality of the Development, including the construction of a new school, as will provide additional primary places to accommodate pupil growth from the Development
"Secondary Education Contribution"	means the sum of Sixty Two Thousand Six Hundred and Ninety One Pounds and Thirteen Pence (£62,691.13) adjusted in accordance with the provisions contained in the First Schedule to be paid by the Owner to the County Council towards the improvement, remodelling or enhancement of educational facilities at Hastings High School or any successor school or any other school within the locality of the Development, including the construction of a new school, as will provide additional secondary places to accommodate pupil growth from the Development
"Site Inspection Fee"	means a £219 per pre-arranged inspection for onsite open space areas within the Application Land
"Travel Pack"	means a pack of information provided/approved by the County Council to be supplied to each Dwelling by the Owner (or by the County Council if the Owner elects to pay the Travel Pack

	Contribution) containing Bus Pass application forms, and 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 Application Land and for the avoidance of doubt a Travel Pack will only be provided to the first Occupier of any Dwelling and does not relate to subsequent Occupiers of any Dwelling
"Travel Pack Contribution"	means the sum of One Thousand Two Hundred and Fifteen Pounds and Fifty Five Pence (£1,215.55) (representing a cost of Fifty Two Pounds and Eighty Five Pence (£52.85) per Dwelling) adjusted in accordance with the provisions contained in the First Schedule to be paid by the Owner to the County Council towards the provision of Travel Packs
"Waste Management Contribution"	means the sum of One Thousand One Hundred and Thirty Nine Pounds and Nineteen Pence (£1,139.19) adjusted in accordance with the First Schedule to be paid by the Owner to the County Council towards site reconfiguration and/or development of waste infrastructure to increase the capacity for the Barwell Household Waste Recycling Centre ("HWRC") or any other HWRC directly impacted by the Development
"Working Day"	means any day except any Saturday or Sunday or any other day on which banks

	in the City of London are not open to the general public and "Working Days" shall be construed accordingly
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- 1.2. Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3. Words in this Agreement 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
- 1.4. References in this Agreement 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
- 1.5. Where in this Agreement reference is made to a Clause, Schedule or Plan such reference (unless the context otherwise requires) is a reference to a Clause, Schedule of this Agreement or in the case of a Plan is the plan attached to this Agreement
- 1.6. Obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally
- 1.7. Covenants made hereunder:
 - 1.7.1. on the part of the Borough Council shall be enforceable against the Borough Council and any statutory successor to it as planning authority
 - 1.7.2. on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as County Council
- 1.8. The expression "the Owner" shall where the context so admits include their respective successors and assigns

2. GENERAL PROVISIONS

Statutory Authority

- 2.1. This Agreement and each of the covenants given by the Owner contained herein is a planning obligation and is made pursuant to Section 106 of the Act
- 2.2. The covenants by the Owner contained herein shall be enforceable by either or both the County Council and the Borough Council except where the obligation is expressed as a covenant made solely with the County Council or the Borough Council in which case such obligation shall be enforceable only by that authority
- 2.3. This Agreement is a local land charge and shall be registered as such by the Borough Council

Liability

- 2.4. The covenants given by the Owner contained herein are made with the intent that the covenants will bind the Application Land and be enforceable against its successors in title or assignees and subject to clause 2.6 those deriving title respectively under the Owner PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which he is no longer seized save in respect of any prior subsisting breach
- 2.5. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply
- 2.6. The covenants contained in this Agreement shall not be enforceable against individual purchasers or lessees of Dwellings on the Application Land or against statutory undertakers in relation to any parts of the Application Land acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant

- 2.7. In the event that the Owner disposes of his/her interest in the Application Land or any part thereof (other than a disposal to a purchaser of a Dwelling or any disposal of any statutory utilities for operational purposes) it shall within twenty-eight (28) days of such disposal give written notice of the name and address of its successors in title to the Borough Council and the County Council together with sufficient details of the land included in the disposal to allow its identification

Contingencies

- 2.8. If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue 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 provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties
- 2.9. Save for the provisions of this clause and clause 2.11 (Commencement of Development), clause 2.17 (Exclusion of Third Party Rights), clause 2.23 (Jurisdiction), clause 3.11 (Borough Council's legal costs), clause 4.5 (Travel Packs) and clause 4.15 (County Council's legal costs) which shall come into effect on the date hereof this Agreement is conditional upon: a) the grant of the Planning Permission; and b) Commencement of Development
- 2.10. In the event of the Planning Permission expiring or in the event of the revocation of the Planning Permission prior to the Commencement of Development the obligations under this Agreement shall cease absolutely and the Borough Council shall immediately upon written demand procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

Commencement of Development

- 2.11. The Owner shall give to the Planning Manager at the Borough Council seven (7) days' notice in advance of the Commencement of Development and shall

send a copy of such notice to the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department of the County Council and the date on which Commencement of Development has taken place shall be confirmed by the Owner in writing and notified to the Borough Council and the County Council who will confirm by return in writing PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development occurring

Determination by Expert

- 2.12. Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner the Borough Council or the County Council (or any of them) concerning this Agreement 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 Agreement 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 to such expert as they may agree or (in default of agreement within 20 Working 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
 - 2.12.1. The person to be appointed pursuant to this clause 2.12 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
 - 2.12.2. The reference to the expert shall be on terms that:
 - 2.12.2.1. 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;
 - 2.12.2.2. the expert shall be able to stipulate periods of time for the making of such submissions and representations;
 - 2.12.2.3. the expert shall be bound to have regard to the said submissions and representations;

- 2.12.2.4. 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;
- 2.12.2.5. the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
- 2.12.2.6. the findings of the expert shall save in the case of manifest material error be final and binding on the Owner the Borough Council and the County Council save that the parties retain the right to refer to the Courts on a matter of law

Time Periods

- 2.13. It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and the Borough Council and/or the County Council (as the case may be) SAVE THAT any party to this Agreement who reasonably requires time to be of the essence in any period extended shall serve notice on any other relevant party stating that time is of the essence in relation to any time period so extended

Approvals

- 2.14. For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

Notices

- 2.15. The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing and in the case of the County Council shall be sent to the Team Manager, Planning

Obligations and Systems Team, Planning and Historic and Natural Environment Department

- 2.16. Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second Working Day following the date of posting and in the case of the County Council must be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department

Exclusion of the Contracts (Rights of Third Parties) Act 1999

- 2.17. Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this Agreement and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

No Fetter of Discretion

- 2.18. Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Borough 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 Borough Council and/or the County Council were not a party to this Agreement

Effect of any Waiver

- 2.19. No waiver (whether express or implied) by the Borough Council and/or the County Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Borough Council and/or the County Council (as relevant) from enforcing any of the said terms

or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

General Requirement to Co-operate

- 2.20. Without prejudice to its statutory duties the Borough 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 Agreement within the timescales specified

Section 73

- 2.21. If the Borough Council agree pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission the covenants and provisions of this Agreement shall be deemed to bind the new permission and to apply in equal terms to the new planning permission. This provision shall not apply however where the Borough Council indicate that amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission

Future Chargees

- 2.22. Any future mortgagee or proprietor of a financial charge shall have no liability under this Agreement nor incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Application Land or appoints a receiver or administrative receiver under a security in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

Jurisdiction

- 2.23. This Agreement is governed by and interpreted in accordance with the laws of England

3. THE OWNER'S PLANNING OBLIGATIONS WITH THE BOROUGH COUNCIL

Affordable Housing

3.1. The Owner hereby covenants with the Borough Council as follows:

3.1.1. Not to Occupy more than 50% of the Dwellings unless and until 50% of the Affordable Housing Contribution has been paid to the Borough Council.

3.1.2. Not to Occupy more than 80% of the Dwellings unless and until the remaining 50% of the Affordable Housing Contribution has been paid to the Borough Council

Off-site Outdoor Sports Provision Contribution and the Off-site Outdoor Sports Maintenance Contribution

3.2. Not to Occupy or to permit the Occupation of any Dwelling unless and until the Owner shall have paid to the Borough Council the Off-site Outdoor Sports Provision Contribution and the Off-site Outdoor Sports Maintenance Contribution

Health Facilities Contribution

3.3. Not to Occupy or to permit the Occupation of any Dwelling unless and until the Owner shall paid to the Borough Council the Health Facilities Contribution

Biodiversity Gain Scheme

3.4. The Owner shall not Occupy or permit the Occupation of any Dwelling until they have submitted to and received written approval from the Borough Council to the Biodiversity Gain Scheme

3.5. The Owner will thereafter implement the approved Biodiversity Gain Scheme in accordance with its terms including any timetable for implementation of the same.

Open Space

3.6. The Owner shall submit the Open Space Scheme to the Borough Council for written approval and to obtain the written approval of the Borough Council prior to the Commencement of Development

- 3.7. The Owner shall submit the Play Space Scheme to the Borough Council for written approval and shall obtain the written approval of the Borough Council prior to the Occupation of the Development.
- 3.8. The Owner shall provide the Play Space in accordance with the approved Play Space Scheme prior to Occupation of 70% of the Dwellings.
- 3.9. No more than 70% of the Dwellings shall be Occupied or permitted to be Occupied until the Play Space has been provided in accordance with clause 3.8 of the Agreement and the Open Space has been laid and made available for use by the residents of the Development in accordance with the Open Space Scheme
- 3.10. The Owner shall within 56 days of Occupation of the first Dwelling submit to the Borough Council for approval (such approval not to be unreasonably withheld or delayed) proposals for the management company which is to take a transfer of the Open Space (where known) and shall continue to maintain the Open Space in accordance with the maintenance provisions of the Open Space Maintenance Scheme until such time as the Borough Council is satisfied that:
- 3.10.1. the management company has been incorporated or appointed and is functioning and there is an obligation on the management company to maintain the Open Space in accordance with the maintenance provisions of the Open Space Maintenance Scheme, and
- 3.10.2. the Open Space has been transferred to the management company on the terms set out in Second Schedule hereto

Borough Council's Legal Costs

- 3.11. The Owner covenants to pay the Borough Council's legal costs in the sum of Three Thousand Pounds (£3,000.00) on the execution of this Agreement
- 3.12. The Owner covenants to pay the Borough Council the Borough Council Monitoring Costs Contribution prior to the Commencement of Development and any Site Inspection Fee or Document Review Fee at the time of seeking an inspection or submitting a document for approval.

4. THE OWNER'S PLANNING OBLIGATIONS TO THE COUNTY COUNCIL

Education Contributions

4.1. The Owner covenants with the County Council to pay the Post 16 Education Contribution to the County Council as follows:

4.1.1. 50% prior to the first Occupation of the first Dwelling; and

4.1.2. The remaining 50% prior to the first Occupation of 50% of the Dwellings

4.2. The Owner covenants with the County Council to pay the Primary Education Contribution to the County Council as follows:

4.2.1. 50% prior to the first Occupation of the first Dwelling; and

4.2.2. The remaining 50% prior to the first Occupation of 50% of the Dwellings

4.3. The Owner covenants with the County Council to pay the Secondary Education Contribution to the County Council as follows:

4.3.1. 50% prior to the first Occupation of the first Dwelling; and

4.3.2. The remaining 50% prior to the first Occupation of 50% of the Dwellings

Library Contribution

4.4. The Owner covenants with the County Council to pay the Library Contribution to the County Council prior to the first Occupation of the first Dwelling

Travel Pack and Bus Pass

4.5. The Owner covenants with the County Council that it shall elect in writing to the County Council prior to Commencement of Development to EITHER:

4.5.1. Pay the Travel Pack Contribution to the County Council prior to the first Occupation of the first Dwelling AND comply with clause 4.7 OR

4.5.2. Deliver one Travel Pack (having submitted it in draft form to the County Council prior to Commencement of Development and had it approved in writing by the County Council accordingly) directly to each Dwelling upon first Occupation AND comply with clauses 4.6 and 4.8

- 4.6. In the event that the Owner elects to provide the Travel Packs itself pursuant to clause 4.5.2 then the Owner covenants with the County Council to submit a sample Travel Pack to the County Council together with the County Council's administration fee of Five Hundred Pounds (£500.00) for approval in writing and not to Occupy any Dwelling until such approval has been given (such approval not to be unreasonably withheld or delayed). The Owner further covenants with the County Council to deliver one Travel Pack directly to each Dwelling upon first Occupation. FOR THE AVOIDANCE OF DOUBT if the County Council has not approved the Travel Pack prior to the first Occupation of the first Dwelling then the Owner shall pay the Travel Pack Contribution to the County Council prior to the first Occupation of the first Dwelling
- 4.7. In the event the Owner so elects in accordance with clause 4.5.1 the Owner covenants with the County Council to pay the Travel Pack Contribution to the County Council prior to the first Occupation of the first Dwelling
- 4.8. In the event that the Owner elects to provide the Travel Packs itself in accordance with clause 4.5.2 then the Owner covenants with the County Council to notify the County Council in writing every three (3) months (in the period beginning with first Occupation of the first Dwelling and ending with the first Occupation of the last Dwelling) of the number of Travel Packs issued in the previous three (3) month period
- 4.9. The Owner covenants with the County Council to EITHER:
- 4.9.1. provide up to two (2) Bus Passes for each Dwelling who complete and return the application forms provided in the Travel Pack within six (6) months of first Occupation of such Dwelling AND comply with clause 4.11;
OR
- 4.9.2. elect to comply with clause 4.10
- 4.10. In the event that the Owner elects to pay the Bus Pass Contribution pursuant to clause 4.9.2 then the Owner shall pay to the County Council 20% of the Bus Pass Contribution prior to the first Occupation of the first Dwelling. 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 final Dwelling at which point the Owner shall no longer be obligated to comply with the provisions of this clause

- 4.11. In the event that clause 4.9.1 applies the Owner covenants with the County Council to notify the County Council in writing every three (3) months (in the period beginning with first Occupation of the first Dwelling and ending with the first Occupation of the last Dwelling) of the number of Bus Passes issued in the previous three (3) month period

Waste Management Contribution

- 4.12. The Owner covenants with the County Council to pay the Waste Management Contribution to the County Council prior to the first Occupation of the first Dwelling

Monitoring costs

- 4.13. The Owner covenants with the County Council to pay the County Council Monitoring Costs Contribution to the County Council prior to the first Occupation of the first Dwelling

Notice of Triggers

- 4.14. The Owner covenants with the County Council to give seven (7) days' notice in advance of the first Occupation of any Dwelling and the first Occupation of 50% of the Dwellings to the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department of the County Council

County Council's legal costs

- 4.15. The Owner covenants with the County Council to pay the County Council's reasonable and proper legal fees on the execution of this Agreement

5. BOROUGH COUNCIL'S COVENANTS TO THE OWNER

Off-Site Sports Contribution

- 5.1. The Borough Council covenants with the Owner as follows:

- 5.1.1. to apply the Off-Site Sports Contribution solely towards the stated purpose and for no other purpose whatsoever and to release the Off-site Outdoor Sports Maintenance Contribution to the Parish Council to maintain the implemented provision
- 5.1.2. In the event that all or any part of the PROVISION shall not have been committed within 5 (five) years of receipt of the final PROVISION Contribution then the Borough Council shall return the unexpended amount to Owner (in this case being the owner of the Site at the date hereof or their heirs or assigns); and
- 5.1.3. In the event that all or any part of the Off-site Outdoor Sports Maintenance Contribution shall not have been RELEASED within 15 (fifteen) years of receipt of the final MAINTENANCE Contribution then the Borough Council shall return the unexpended amount to Owner (in this case being the owner of the Site at the date hereof or their heirs or assigns)
- 5.1.4. At the end of the period referred to in clause 5.1.2 on receipt of a written request, to provide the Owner (in this case being the owner of the Site at the date hereof or their heirs or assigns) with a certificate showing all payments made in respect of any PROVISION contributions and the purposes to which they have been applied.

Health Facilities Contribution

- 5.2. The Borough Council covenants with the Owner to pay the Health Facilities Contribution to the Health Care Provider upon receipt of the Health Facilities Contribution from the Owner and an undertaking from the Health Care Provider within 10 years of receipt of the Health Facilities Contribution by the Borough Council confirming that it will apply the Health Facilities Contribution for the purposes set out herein and for no other purposes whatsoever and that it shall be legally bound to the Owner to repay to the Owner any part of the Health Facilities Contribution that remains unspent 10 years after the date of receipt of the Contribution by the Borough Council regardless of when the same was paid by the Borough Council to the Health Care Provider
- 5.3. PROVIDED THAT the Borough Council shall be under no obligation to the Owner to ensure that the Health Facilities Contribution is so applied by the

Health Care Provider or that the Health Care Provider repays any unspent Contribution to the Owner and shall be deemed to have discharged its obligation under this Agreement to the Owner in respect of the Health Facilities Contribution upon payment of the Health Facilities Contribution to the Health Care Provider but will repay to the Owner on written demand such amount of the Health Facilities Contribution which has not been paid to the Health Care Provider within 10 years of the date of receipt by the Borough Council

Deed of Release

- 5.4. Upon request where compliance with an obligation in this Agreement has been fulfilled to certify compliance with such obligation and if so requested the Borough Council covenants with the Owner to execute a Deed of Release (or partial release) from the relevant obligation and procure that a note thereof is entered on the Register of Local Land Charges

6. THE COUNTY COUNCIL COVENANTS

Education Contributions

- 6.1. The County Council covenants with the Owner to apply the Post 16 Education Contribution in accordance with the definition hereof and for no other purpose whatsoever
- 6.2. The County Council covenants with the Owner to apply the Primary Education Contribution in accordance with the definition hereof and for no other purpose whatsoever
- 6.3. The County Council covenants with the Owner to apply the Secondary Education Contribution in accordance with the definition hereof and for no other purpose whatsoever

Library Contribution

- 6.4. The County Council covenants with the Owner to apply the Library Contribution in accordance with the definition hereof and for no other purpose whatsoever

Travel Pack Contribution

- 6.5. The County Council covenants with the Owner to apply the Travel Pack Contribution (if paid) in accordance with the definition hereof and for no other purpose whatsoever

Bus Pass Contribution

- 6.6. The County Council covenants with the Owner as follows:
- 6.6.1. To apply the Bus Pass Contribution (if received) in accordance with the definition hereof and for no other purpose whatsoever
- 6.6.2. 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
- 6.6.3. At the end of a period of nine (9) months after the notification of the Occupation of the final Dwelling to be constructed to repay to the Owner any unexpended portion of the Bus Pass Contribution

Waste Management Contribution

- 6.7. The County Council covenants with the Owner to apply the Waste Management Contribution in accordance with the definition hereof and for no other purpose whatsoever

Repayment

- 6.8. In the event that any monies payable to the County Council under clause 4 (with the exception of the Bus Pass Contribution which is dealt with in clause 6.6.3) are not spent, allocated or committed for expenditure within ten (10) years of the date of receipt or the date of receipt of the final instalment where payable in instalments the County Council covenants with the Owner to refund to the Owner on written demand such unexpended contribution along with any interest accrued
- 6.9. The County Council covenants with the Owner to produce full details of the expenditure of all monies paid pursuant to the provisions of this Agreement which details shall be provided following receipt of a written request for the same from the Owner

Deed of Release

- 6.10. Upon written request where compliance with an obligation in this Agreement has been fulfilled to certify compliance with such obligation and if so requested the County Council covenants with the Owner to execute a Deed of Release (or partial release) from the relevant obligation

THE FIRST SCHEDULE
INDEXATION PROVISIONS

1. In this Schedule:-

"Index" means the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined by an arbitrator appointed by the President of the RICS for the purposes of this Agreement 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

"Base Index Date" means the date of this Agreement save in the case of the Post 16 Education Contribution, the Primary Education Contribution and the Secondary Education Contribution where it means 1 July 2021

"Base Index Figure" means the figure published in respect of the Index immediately prior to the Base Index Date

"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 relevant contribution is paid

2. The relevant contribution shall be increased by such sum, if any, 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 the relevant contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change 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
4. If any substitution for the said the BCIS, or any index previously substituted therefore shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the BCIS or any index previously substituted therefore on the other hand

THE SECOND SCHEDULE

TRANSFER OF THE OPEN SPACE

1. GENERAL

The following provisions shall apply to all transfers of the Open Space pursuant to this Agreement

- 1.1. The transfer shall be in accordance with the Law Society's Standard Conditions of Sale (5th Edition) "Standard Conditions" in so far as they are not inconsistent with the terms of this Agreement
- 1.2. Standard Conditions 2.1, 2.2, 2.3, 4.3, 5.2 and 6.1 shall not apply to the transfer
- 1.3. The Transferor granting all reasonable easement and rights to allow the development and use of the land for the purposes specified in this Agreement.
- 1.4. The Transferor making such reservations of rights as are reasonable in favour of the remainder of the development including but not limited to the right to lay new services and build even if the passage of light and air to the land transferred is affected
- 1.5. The inclusion of a nuisance clause providing that the transferee shall not suffer or permit to be done any act or thing which may be or become a nuisance to the Owner or occupiers of the remainder of the Development

- 1.6. No unduly restrictive or burdensome covenant or clause being imposed upon the transferee in addition to the provisions contained in this Schedule
- 1.7. The land will be transferred subject to:
- a) all local land charges, whether or not registered before the date of this Agreement, and all matters capable of registration as local land charges whether or not actually registered;
 - b) all notices served and orders, demands, proposals or requirements made by any local or any public authority after the date of this Agreement;
 - c) all actual or proposed orders, directions, notices, charges, restrictions, conditions agreements and other matters arising under any statute affecting the Property;
 - d) all rights of way, drainage, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining Owner affecting the Property, and all liability to repair or covenants to repair paths, ways, passages, fences, and other like matters, and
 - e) the interests overriding the title to the land
- 1.8. An indemnity from the transferee to observe and perform the covenants affecting the title to the land as that the date of the Transfer will be included in the Transfer.
- 1.9. The following restrictive covenants will be included in the Transfer for the benefit of the Owner's retained land
- a) restriction preventing use for any purpose other than public open space
 - b) not to be used for a trade or business
 - c) not to be used for residential purposes
 - d) to keep land in good repair and condition
 - e) not to obstruct public highway
 - f) to keep and properly maintain the boundaries in good repair and condition

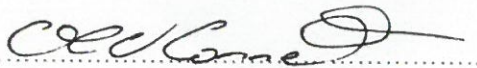
- g) to properly keep and maintain any landscaping
- h) to keep and maintain the land in a clean and tidy condition
- i) not to cause or knowingly permit any nuisance on the land
- j) on any transfer of the land or any part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the owner/Owner of the whole or relevant parts of the retained to observe and perform these covenants
- k) not to erect any buildings or other erections except equipment to the purpose for which the land is transferred

IN WITNESS whereof the parties hereto have executed this Agreement as a deed on
the date first above written

EXECUTED AS A DEED by

DAVIDSONS DEVELOPMENTS LIMITED

Acting by one Director



Director's signature

CHRISTIAN JOHN O'CONNELL

Director's full name

in the presence of:

Witness



Witness Name

TOM CROFT

Address

Wilson House

Leicester Rd

Ibstock

LE67 6HP

THE COMMON SEAL OF

THE COUNCIL OF THE BOROUGH OF HINCKLEY AND BOSWORTH

was hereunto affixed in the presence of: -

13066



Authorised signatory

JM Stary

THE COMMON SEAL of LEICESTERSHIRE

COUNTY COUNCIL was hereunto

affixed in the presence of: -

417601



Loria M. Carter

Authorised Signatory