DATE 7th January 2009

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

LEICESTERSHIRE COUNTY COUNCIL

- and –

J. S. BLOOR (MEASHAM) LIMITED

-and-

DAVID WILSON HOMES LIMITED

-and-

BDW TRADING LIMITED

AGREEMENT under Section 106
of the Town and Country Planning Act 1990
relating to the residential development of land at
Land south of Breach Lane, Earl Shilton

Marrons
1 Meridian South
Meridian Business Park
Leicester
LE19 1WY

THIS AGREEMENT is made the 7th day of January 2009
BETWEEN

(1) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Council Offices Argents Mead Hinckley LE10 1BZ ("the Borough Council")

(2) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicestershire, LE3 8RA ("the County Council")

(3) **J. S. BLOOR (MEASHAM) LIMITED** (Company Number 00511568) whose registered office is at Ashby Road Measham Swadlincote Derbyshire DE12 7JP ("the First Developer")

(4) **DAVID WILSON HOMES LIMITED** (Company Number 00830271) whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("the Second Developer")

(5) **BDW TRADING LIMITED** (Company Number 3018173) whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("the Beneficial Owner")

NOW THIS DEED WITNESSES as follows:-

Recitals

A) On 26 January 2007 the Borough Council (1) the County Council (2) Earl Shilton Town Council (3) The First Developer (4) Harry Abbott Gillian Anne Abbott and Tony Abbott (5) William Arthur Haddock and Pamela Elsie Haddock (6) Graham Gittings Denis Robert Bown Rosemary Ann Coe Roy Charles Longdon and John Cyril Bown being Trustees of the Earl Shilton Charity (7) and John Ivan Baker and Averill Joan Baker (8) entered into an Agreement under s.106 of the Act ("the First Agreement") and planning permission reference 03/00295/OUT was issued for outline planning permission ("the First Permission") for residential development of the Land including the land shown edged red on the attached plan ("the Red Land")

All Proposed Trees & Hedges are indicative. This Layout is to be read in Conjunction with the soft landscaping Layout.



Authorised Officer

27363/g

BLOOR HOMES
Building for the Future bloorhomes.com

DAVID WILSON HOMES

Land Adjacent to Breach Lane, Earl Shilton, Leicestershire.

Planning Layout Affordable Replan

April 2007	1/500	J.D.T.
S2236/100/02		A

B) This Agreement is made under Section 106 of the Town and Country Planning Act 1990

C) A reserved matters application reference 07/00673/REM for residential development of 150 dwellings with associated infrastructure and landscaping on the Land was granted by the Borough Council on 24 October 2007

D) The First Developer owns the Red Land

E) The Second Developer has registered a Unilateral Notice in respect of inter alia the Red Land which is noted on the Charges Register of Title Number LT395769

F) The Beneficial Owner has a beneficial interest in the Red Land

G) This Agreement relates to the Red Land

H) The Second Developer has submitted to the Borough Council a full application reference 08/00965/FUL ("the Full Application") for the substitution of house types to plots 16-23, 40-50 and 57-61 inclusive and associated works on the Red Land

I) The Borough Council has resolved to grant planning permission pursuant to the Full Application ("the New Permission") in order that the affordable housing provision pursuant to the First Permission may be brought forward earlier than anticipated provided that the Owner enters into a legal agreement to secure the developer contributions in accordance with the First Agreement

INTERPRETATION

1. In this Agreement unless the context otherwise requires the expressions contained herein shall have the same meaning as that ascribed to them in the First Agreement

AGREEMENT

2. This Agreement is made pursuant to section 106 of the Act and the covenant contained herein is a planning obligation which binds the Land and is enforceable by the Borough Council and the County Council where necessary

3. It is hereby agreed between the parties hereto that any Dwellings built pursuant to the New Permission shall be treated for the purposes of construction of the First Agreement as if they were built pursuant to the First Permission and shall be bound by the same covenants and undertakings contained in the First Agreement

EXECUTED as a Deed by the parties hereto the day and year first before written

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



Authorised Officer

07131

THE COMMON SEAL of **LEICESTERSHIRE**)
COUNTY COUNCIL was hereunto affixed)
in the presence of:-)

07363(5)



Authorised Officer

Authorised Officer

EXECUTED as a DEED by)
J. S. BLOORS (MEASHAM) LIMITED)
acting by:-)

~~Director~~ AUTHORISED SIGNATORY

~~Director/Secretary~~ AUTHORISED SIGNATORY

EXECUTED as a DEED by **DAVID**)
WILSON HOMES LIMITED by two of)
its Attorneys appointed under a Power of)
Attorney dated 15 May 2008)

Attorney .....

Witness signature .....

Witness name S G BURGESS

Witness address 2 FIELDGATE DRIVE OAKWOOD DERBY

Witness occupation FINANCE DIRECTOR

Attorney .....

Witness signature .....

Witness name ~~S~~ S GBURGESS

Witness address 2 FIELDGATE DRIVE, OAKWOOD, DERBY

Witness occupation FINANCE DIRECTOR

EXECUTED as a DEED by **BDW**)
TRADING LIMITED by two of)
its Attorneys appointed under a Power of)
Attorney dated 15 May 2008)

Attorney .....

Witness signature .....

Witness name S. G. Burgess

Witness address 2 Fieldgate Drive, Oakwood, Derby

Witness occupation Finance Director

Attorney .....

Witness signature .....

Witness name S. G. Burgess

Witness address 2 Fieldgate Drive, Oakwood, Derby

Witness occupation Finance Director