DATE 30th June 2009

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

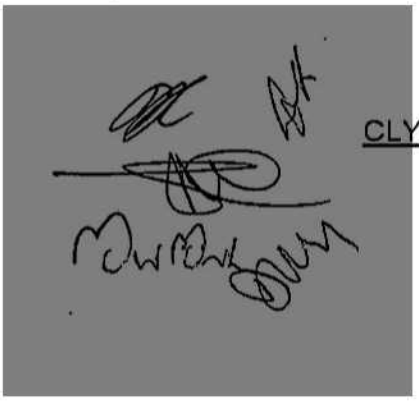
LEICESTERSHIRE COUNTY COUNCIL

- and -

CAWREY LIMITED

- and -

CLYDESDALE BANK PLC T/A YORKSHIRE BANK [redacted]



PLANNING AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Relating to the residential development of land adjacent the M1motorway at Ferndale Drive, Ratby, Leicestershire

Hinckley and Bosworth Borough Council
Council Offices
Argents Mead
Hinckley
Leicestershire LE10 1BZ

THIS AGREEMENT is made the 30th day of June 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) CAWREY LIMITED (Company Registration Number 00827540) whose registered office is situate at Kirby Grange Farm, Tavener Drive, Ratby LE6 0HQ ("the Owner")

(4) CLYDESDALE BANK PLC T/A YORKSHIRE BANK [redacted] (Company Registration Number 117413) whose registered office is situate at 20 Merrion Way Leeds LS2 8NZ ("the Mortgagee")

1. RECITALS

1.1 The Borough Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Site is situated

1.2 The County Council is a Local Planning Authority for the area within which the Site is situated

1.3 The Mortgagee has a legal mortgage over the land dated 3rd October 1996

1.4. The Owner is the owner in fee simple in possession of the Site

1.5 The Owner has applied to the Borough Council for planning permission to carry out the Development, and the parties have agreed to enter into this Agreement to secure the planning obligations contained in it

1.6 The Borough Council has resolved to grant planning permission for the Development subject to conditions and subject to the making of this Agreement without which planning permission for the Development would not have been granted

NOW THIS DEED WITNESSES AS FOLLOWS:-

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement (including for the avoidance of doubt the Recitals hereto) the following expressions shall have the following meanings unless the context requires otherwise:-

"Affordable Housing Development"	means the fourteen (14) units of Rented Accommodation and the six (6) units of Shared Ownership Accommodation to be constructed on the Affordable Housing Land comprising types and location of dwellings set out in the Second Schedule or otherwise to be agreed in writing between the Borough Council and the Owner.
"Affordable Housing Land"	means that part of the Site upon which the Affordable Housing Development is to be constructed the location of which is to be agreed in writing between the Borough Council and the Owner
"Civic Amenity Contribution"	the sum of eight hundred and sixty two pounds (£862.00) as a contribution towards the provision and/or improvement and maintenance of the civic amenity site at Coalville

"Commencement of Development"	shall mean the time when the Development is initiated or begun by carrying out any of the operations specified in Section 56(4) (a) (b) (c) or (d) of the Planning Act (other than works of demolition site clearance fencing site huts survey soil archaeology and environmental tests) and "Commence" or "Commenced" shall mutatis mutandis be construed accordingly
"Cycleway Improvements Contribution"	the sum of thirty three thousand three hundred and fifty pounds (£33,350.00) as a contribution to improvements to the national cycle network between Ratby and Glenfield
"Development"	residential development of the Site pursuant to the Planning Permission
"Education Contribution"	the sum of one hundred and eighty thousand one hundred and ninety six pounds (£180,196.00) as a contribution towards the cost of addional or enhanced educational facilities at schools which would ordinarily be expected to be attended by residents of the Development and in particular Ratby Primary School (£111,824) and Brookvale High School £68,372)
"Health Contribution"	the sum of forty four thousand three hundred and thirty four pounds (£44,334.00) as a contribution towards the improvement of

healthcare provision which would ordinarily be expected to serve the residents of the Development such contribution to be calculated based on the types of dwellings constructed by the owner in the Development and based on the following formula, namely:-

1/2 bedroom dwellings - £583.00 per dwelling

3/4 bedroom dwelling - £1,167.00 per dwelling

5 bedroom dwelling and above - £1,750.00 per dwelling

Student accommodation - £219.00 per dwelling

"Interest" means interest at a rate of 2% above the Bank of England base lending rate prevailing at the time

"Library Facilities Contribution" the sum of two thousand nine hundred and fifty three pounds (£2,953.00) as a contribution towards the cost of the provision and enhancement of library facilities at libraries which would ordinarily be expected to be used by residents of the Development

"Monitoring Costs Contribution" the sum of two hundred and fifty pounds (£250.00) or 0.5% of the value of the total contribution (whichever is the greater) per obligation towards the County Council's costs of

	monitoring compliance with the obligations contained in the Third Schedule hereto
t	
"Occupation"	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include (a) daytime occupation by workmen involved in the erection of any part of the Development; or (b) the use of any dwelling house(s) for the marketing of the Development; or (c) the storage of plant and materials and "Occupy" and "Occupied" shall be constructed accordingly
"Open Space Contribution"	the sum of ninety thousand nine hundred and sixty one pounds (£90,961.00) comprising fifty six thousand four hundred and sixty pounds (£56,460.00) in respect of the provision and/or improvement of open space ("the Provision Sum") and thirty four thousand five hundred and one pounds (£34,501.00) in respect of the maintenance of such open space ("the Maintenance Sum") as a contribution towards the provision and/or improvement and maintenance of open space in lieu of the provision of open space within the Development
"Plan"	the plan annexed to this Agreement

"Plan 2"	the plan annexed to this Agreement and marked "Plan 2"
"Planning Act"	the Town and Country Planning Act 1990
"Planning Application"	the Planning Application made by the Owner to the Borough Council reference number 09/00211/FUL for the erection of 36 dwellings and 14 apartments
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application for the Development subject to conditions
"Police Contribution"	the sum of thirty thousand three hundred pounds (£30,300.00) as a contribution to Leicestershire Constabulary to be used within the Local Policing Unit for the area in which the Development is situated to: - address the cumulative effects of development - to increase efficiencies associated with patrol, detection and prevention of crime - to provide additional equipment associated with the above - to extend communication infrastructures - to provide CCTV cameras where appropriate - to provide new or supplementary buildings - to enhance crime reduction measures through 'Secured by Design' principles

"Registered Provider of Social Housing"	means a registered social housing provider who is listed in a register maintained by the Homes and Communities Agency (HCA) and/or the Tenant Services Authority (TSA) as defined in the Housing and Regeneration Act 2008.
"Rented Accommodation"	means the fourteen (14) dwellings to be constructed as part of the Development and transferred to the Registered Provider of Social Housing under the provisions of this Agreement
"Shared Ownership Accommodation"	means the six (6) dwellings to be constructed as part of the Development and transferred to a Registered Provider of Social Housing under the provisions of this Agreement
"Site"	the land shown edged red on the Plan and more particularly described in the First Schedule hereto

2.2 In this Agreement

2.2.1 Words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa and words denoting natural persons shall include corporations and vice versa unless the contrary is expressly provided or the context otherwise requires.

2.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this

purpose breach shall include the failure to perform any positive obligation) other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of such interest in such land or the part thereof in respect of which such breach occurs.

2.2.3 Any reference to a numbered clause or sub-clause or to a Schedule is (except where indicated to the contrary) a reference to the corresponding clause or sub-clause or a Schedule to this Agreement.

2.2.4 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force.

2.2.5 The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof.

2.2.6 The expressions "the Borough Council" "the County Council" "the Owner" "the Mortgagee" shall where the context so admits include their respective successors and assigns.

2.2.7 No failure or delay by the Borough Council or the County Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right or power of the relevant Council.

3. STATUTORY BASIS

3.1 This Agreement is made pursuant to Section 106 of the Planning Act Section 111 of the Local Government Act 1972 and in pursuance of all other powers enabling the parties hereto respectively with the intention that the covenants given by the Owner in this Deed bind (so far as

provided by this Agreement) its successors in title (being owners for the time being of the Owner's interests or a part thereof in the Site).

4. CONDITIONALITY

4.1 This Deed is conditional upon:

i the grant of the Planning Permission; and

ii the commencement of Development

save for the provisions of clauses 6.1 and 6.2 and 9.9 which shall come into effect immediately upon completion of this Deed

5. PLANNING OBLIGATION

5.1 Each covenant by the Owner contained herein is a planning obligation for the purpose of Section 106 of the Planning Act and enforceable by the Borough Council

5.2 The covenant contained in clause 6.2 is also enforceable by the County Council

6. THE OWNER'S COVENANT(S)

6.1 The Owner covenants with the Borough Council to comply with the covenants contained in the Second Schedule

6.2 The Owner covenants with the County Council to comply with the covenants contained in the Third Schedule

7. THE BOROUGH COUNCIL'S COVENANTS

7.1 The Borough Council covenants with the Owner to comply with the obligations contained in the Fourth Schedule

8. THE COUNTY COUNCIL'S COVENANTS

8.1 The County Council covenants with the Owner to comply with the obligations contained in the Fifth Schedule

9. GENERAL

9.1 This Agreement is a local land charge and shall be registered as such by the Borough Council

9.2 Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

9.3 Any notice agreement consent or approval to be given under the terms of this Agreement shall be in writing and sent by ordinary post and:-

9.3.1 in the case of the Borough Council be addressed to the Planning Office, Council Offices, Argents Mead, Hinckley, Leicestershire, LE10 1BZ; and

9.3.2 in the case of the County Council be addressed to the County Solicitor County Hall Glenfield Leicester LE3 8RA

9.3.3 in the case of the Owner and the Mortgagee shall be sent by ordinary post to their respective registered offices or such other address as they shall provide in this regard

9.4 The Owner shall notify the Borough Council and the County Council within 14 days of the Commencement of the Development and within 14 days of the first Occupation of the Development

9.5 If payment of any sum due to be paid to either the Borough Council or the County Council under this Deed is not paid in accordance with the obligations set out in the Second and Third Schedule interest will be payable from the date the payment is due (e.g. date of Commencement of Development) to the date of payment

9.6 If the Planning Permission expires is revoked or otherwise ceases to exist before the Commencement of Development this Agreement will cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement.

9.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement or their successors in title or assigns shall have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title.

9.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission)

9.9 The Borough Council and the County Council will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

9.10 The Owner shall upon execution hereof pay the Borough Council's and the County Council's reasonable legal costs in respect of the preparation and completion of this Agreement.

9.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site

IN WITNESS THE Borough Council the County Council the Owner and the Mortgagee have executed this Agreement as a Deed on the day and year first before written.

THE FIRST SCHEDULE

The Site

All that land measuring 2.2 hectares and shown for identification edged red on the Plan

SECOND SCHEDULE

The Owners' Covenants to the Borough Council

1 No Development shall commence until the Owner shall have submitted to and obtained the written approval of the Borough Council (such approval not to be unreasonably withheld or delayed) to plan(s) indicating the location of the Affordable Housing Land and the Affordable Housing Development including the Rented Accommodation and the Shared Ownership Accommodation

2 No more than twenty (25) dwellings authorised to be constructed pursuant to the Planning Permission shall be occupied until

(a) the Owner shall have constructed the Affordable Housing Development and

(b) the Owner shall have transferred the freehold of the Affordable Housing Land to a Registered Provider of Social Housing along with sufficient rights and services to enable beneficial occupation at a price agreed with the Registered Provider of Social Housing which shall enable them to let all of the Rented Accommodation and to dispose of the Shared Ownership Accommodation by way of a shared ownership lease to persons in need of affordable housing within the administrative area of the Borough Council in accordance with the terms of this Agreement

3 The Owner shall notify the Borough Council

(a) within 14 days of such occupation of the date of the Occupation of the first dwelling constructed pursuant to the Planning Permission

(b) within 14 days of such transfer of the date of such transfer and the Registered Social Landlord to which the Affordable Housing Development was transferred

4 No part of the Rented Accommodation shall be used for any purpose other than for the provision of Affordable Housing for rent and no part of the Shared Ownership Accommodation shall be used for any other purpose than the provision of Affordable Housing for disposal of by way of a grant or assignment of a shared ownership lease in both cases to persons in need of affordable housing within the administrative area of the Borough Council and being such person(s) as shall be agreed between the relevant

Registered Provider of Social Housing and the Borough Council as being persons who satisfy one of the following:

(a) Was/were born in the Parish of Ratby;

(b) Is/are residing in the Parish of Ratby;

(c) Used to live in the Parish of Ratby but has/have been forced to move away through lack of Affordable Housing;

(d) Is/are employed in the Parish of Ratby ;

(e) Has/have local connections with the Parish of Ratby ;

(f) Such other person(s) in the absence of persons qualifying under (a) to (e) above as shall be agreed between the relevant Registered Provider of Social Housing and the Borough Council as being persons who satisfy any one of the criteria set out in (a) to (e) above where those criteria are deemed to apply to the remainder of the administrative area of the Borough Council and not to the Parish of Ratby

PROVIDED THAT if within 56 days of the Registered Provider of Social Housing notifying the Borough Council in writing of a dwelling becoming vacant no such qualifying person or persons can be found to occupy the dwelling the relevant Registered Provider of Social Housing may let the dwelling to any person or persons who satisfy their normal letting criteria

AND FURTHER PROVIDED THAT

(a) nothing herein shall prevent the Owner from using the Affordable Housing Development for any purposes connected with the Development whilst the Owner is carrying out residential development thereof; and

(b) nothing shall prevent the Registered Provider of Social Housing to whom the Affordable Housing Development is transferred from disposing of the Affordable Housing Development or any part thereof under Section 16 of

the Housing Act 1996 and following such disposal of the freehold of any part of the Rented Accommodation or the Shared Ownership Accommodation such part shall be free of the covenants in this paragraph 9.4

SAVE THAT the Owner may, subject to the provisions of paragraph 2 of this schedule, apply to the Borough Council in writing requesting a change to the tenure of the Affordable Housing Development provided always that:

(a) The decision of the Borough Council will be final; and

(b) Any amendment agreed by the Borough Council shall be in conformity with its Affordable Housing Policies; and

(c) Any such amendment shall be contained in a Deed of Variation made pursuant to S106 of the Planning Act and the Owner shall pay the Borough Council's reasonable costs in the preparation and execution of any such Deed.

5 No Development shall Commence until the greater of the Health Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the Borough Council

6 No Development shall commence until the greater of the Open Space Contribution or the Open Space Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the Borough Council SAVE THAT the Owner may elect in writing prior to the Commencement of Development to provide allotments on 1,500 square metres of the land hatched and marked 'A' on Plan 2 ("the Proposed Allotment Land") and in doing so the Open Space Contribution shall be reduced by the sum of £12,105.40, representing 13% of the Open Space Contribution (such

reduction to be referred to as "the Open Space Discount") but subject to the following conditions

(1)(a) Within 6 calendar months of the date of this Agreement the Owner shall at his own expense submit to the Borough Council a valid application for planning permission for the use of the Proposed Allotment Land for allotment purposes or the Owner shall have submitted a valid application for a Lawful Development Certificate to the Borough Council seeking confirmation that the use of the Proposed Allotment Land for allotment purposes is a lawful use.

(b) If such applications referred to in 1(a) above are refused by the Borough Council then the Owner shall pay the Open Space Discount to the Borough Council as if no reference had been made to the Proposed Allotment Land in this Agreement and such payment shall be made within seven days of the receipt by the Owner of the relevant decision notice.

(2)(a) Agreement shall be reached between the Owner, the Borough Council and the Ratby Parish Council as to the extent of the Proposed Allotment Land to be used for allotments and transferred to Ratby Parish Council and the terms on which the land is to be transferred, together with details of the works to be carried out by the Owner to prepare the Proposed Allotment Land for allotment use.

(b) If the terms referred to in (2)(a) above are not agreed by all three parties within two months of the grant of planning permission or the issue of a Lawful Development Certificate following application by the Owner pursuant to Paragraph (6)(1)(a) above the Owner shall pay the Open Space Discount as stipulated in this agreement as if

no reference had been made to the Proposed Allotment Land and such payment shall be made within seven days of receipt by the Owner of a demand in writing from the Borough Council for payment.

(3) The Proposed Allotment Land shall be made available for use 12 months after the Commencement of Development or 18 months after the date of this Agreement whichever shall be the later.

(4) Failure by the Owner to provide the Proposed Allotment Land in accordance with paragraph (3) shall mean that the Owner will pay the greater of the Open Space Discount or the Open Space Discount adjusted in accordance with the provisions of the Sixth Schedule as if the words 'the Open Space Discount' had been substituted for the words 'the Open Space Contribution to the Borough Council as if no reference had been made to the Proposed Allotment Land in this Agreement such payment to be made within 7 days of the expiration period specified in paragraph (3)

(5) Time shall be of the essence in relation to the provisions of Paragraphs 6(1)-(4)

7 No Development shall commence until the greater of the Police Contribution or the Police Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the Borough Council

THIRD SCHEDULE

1. No Development shall Commence until the greater of the Civic Amenity Contribution or the Civic Amenity Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the County Council

2. No Development shall Commence until the greater of the Cycleway Improvements Contribution or the Cycleway Improvements Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the County Council

3. The Owner will not allow or permit any dwellings authorised to be constructed pursuant to the Planning Permission to be occupied unless and until the sum of **EIGHTEEN THOUSAND AND TWENTY POUNDS** (£18,020) ("the First Education Contribution") being 10% of the Education Contribution or 10% of the Education Contribution adjusted in accordance with the Sixth Schedule (whichever is the greater) has been paid by the Owner to the County Council

4. The Owner will not allow or permit the occupation of more than 20 dwellings authorised to be constructed pursuant to the Planning Permission unless and until the sum of **EIGHTY ONE THOUSAND AND EIGHTY EIGHT POUNDS** (£81,088) ("the Second Education Contribution") being 45% of the Education Contribution or 45% of the Education Contribution adjusted in accordance with the Sixth Schedule (whichever is the greater) has been paid by the Owner to the County Council

5. The Owner will not allow or permit the occupation of more than 40 dwellings authorised to be constructed pursuant to the Planning Permission unless and until the sum of **EIGHTY ONE THOUSAND AND EIGHTY EIGHT POUNDS** (£81,088) ("the Third Education Contribution") being the remaining 45% of the Education Contribution or the remaining 45% of the Education Contribution adjusted in accordance with the Sixth

Schedule (whichever is the greater) has been paid by the Owner to the County Council

6. No Development shall Commence until the greater of the Library Facilities Contribution or the Library Facilities Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the County Council

7. No Development shall Commence until the greater of the Monitoring Costs or the Monitoring Costs adjusted in accordance with the Sixth Schedule has been paid by the Owner to the County Council

FOURTH SCHEDULE

The Borough Council's Covenants to the Owner

1. The Borough Council covenants with the Owner to pay the Health Contribution to the Leicestershire and Rutland Primary Care Trust with a request that the Contribution be utilised towards the improvement of healthcare provision which would ordinarily be expected to serve the residents of the Development

2. The Borough Council covenants with the Owner to apply the Open Space Contribution (or such Open Space Contribution as may be amended by the provisions of Paragraph 6 of Schedule 2 of this Agreement) towards the provision of new or improvement of existing recreational facilities and open space and/or maintenance hereof within the locality of the Development

3. The Borough Council covenants with the Owner to pay the Police Contribution to Leicestershire Constabulary with a request that it be used

appropriately by the Local Policing Unit which would ordinarily be expected to serve the residents of the Development

4. If no part of the Open Space Contribution (or such Open Space Contribution as may be amended by the provisions of Paragraph 6 of Schedule 2 of this Agreement) has been used by the Borough Council within five years of the date of payment by the Owner then the Open Space Contribution shall be repaid by the Borough Council to the payer on written demand

5. If part of the Open Space Contribution (or such Open Space Contribution as may be amended by the provisions of Paragraph 6 of Schedule 2 of this Agreement) has been used by the Borough Council within five years of the date of payment then the following amounts shall be repaid by the Borough Council to the payer on written demand:

(a) that part of the Provision Sum which has not been used; and

(b) that part of the Maintenance Sum which has not been used

6. The Borough Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner in respect of the Open Space Contribution

FIFTH SCHEDULE

1. The County Council covenants with the Owner to apply the Civic Amenity Contribution towards the provision and/or improvement and maintenance of the civic amenity site at Coalville

2. The County Council acknowledges that monies have been paid by the Owner for education provision in the area of the Borough Council and

such sum shall be deducted from the Education Contribution and dealt with as payment made in advance

3. The County Council covenants with the Owner to apply the First Second and Third Education Contributions towards the provision and/or improvement of educational facilities at Ratby Primary School and Brookvale High School

4. The County Council covenants with the Owner to apply the Library Facilities Contribution towards the provision and enhancement of library facilities at libraries which would ordinarily be expected to be used by residents of the Development

5. The County Council covenants with the Owner to apply the Cycleway Improvements Contribution towards improvements to the national cycle network between Ratby and Glenfield

6. The County Council covenants with the Owner to apply the Monitoring Costs Contribution towards the administrative costs of confirming compliance with the Civic Amenity Contribution the Cycleway Improvements Contribution the Education Contributions and the Library Facilities Contribution

7. If any part of the Civic Amenity Contribution the Cycleway Improvements Contribution the Education Contributions or the Library Facilities Contribution has been not used or allocated by the County Council within five years of the date of payment then that part of the Civic Amenity Contribution the Cycleway Improvements Contribution the Education Contributions or the Library Facilities Contribution which has not been spent or allocated shall be repaid by the County Council to the payer on written demand together with Interest

8. The County Council shall upon written request provide to the Owner such

evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement

SIXTH SCHEDULE

1. In this Schedule:

"Index" means

(i) In respect of the Open Space Contribution and the Health Contribution the All Items Retail Prices Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor or if for any reason the Index shall be abolished, there shall be substituted for the purposes of this Schedule, such index of food price costs (including the altered All Items Retail Prices Index) as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in the costs of living; and

(ii) In the case of the Library Facilities Contribution the Education Contribution the Police Contribution the Civic Amenity Contribution and the Monitoring Costs Contribution the All in Tender Price Index of

Buildings Cost Information Services ("BCIS") as published by the Royal Institution 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

(iii) means In the case of the Cycleway Improvements Contribution the Resource Cost Index of Road Construction (ROCOS) published by the Department for Business, Enterprise & Regulatory Reform (BERR as part of the Quarterly Building and Cost Indices for Public Sector Construction Works or such other index as may from time to time be published in substitution thereof

"Base Index Date" means the date of the grant of planning permission.

"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

10778



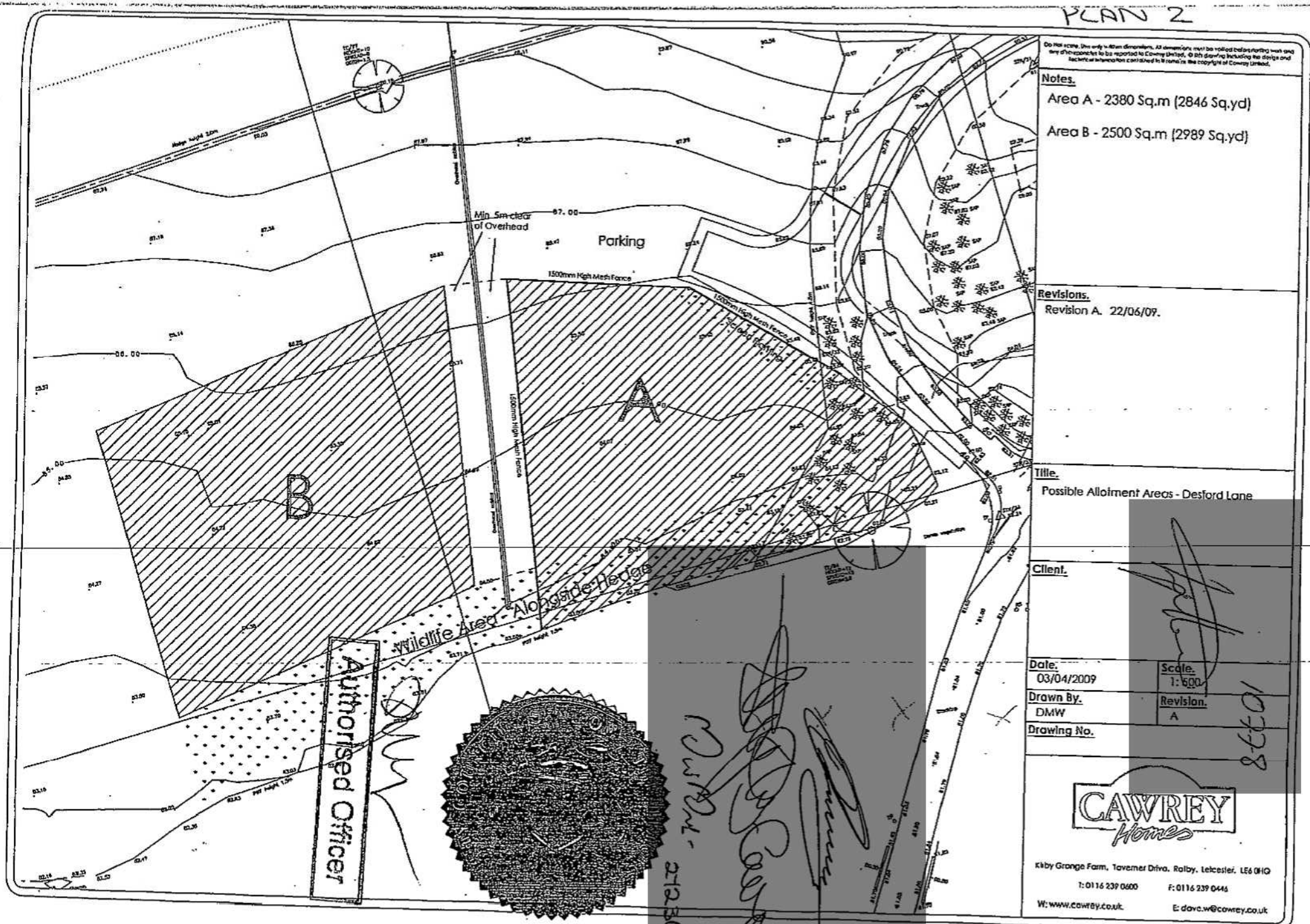
0 0.05 0.1 0.15 0.2 0.25

27236(d)

Authorised Officer

Produced using ESRI (UK)'s MapExplorer 2.0 - http://www.esriuk.com

PLAN 2



Do not scale. Use only written dimensions. All dimensions must be verified before starting work and any discrepancies to be reported to Cawrey Limited. © All drawing including the design and technical information contained in it remains the copyright of Cawrey Limited.

Notes.

Area A - 2380 Sq.m (2846 Sq.yd)

Area B - 2500 Sq.m (2989 Sq.yd)

Revisions.

Revision A. 22/06/09.

Title.

Possible Allotment Areas - Desford Lane

Client.

Date: 03/04/2009	**Scale.** 1: 600
Drawn By. DMW	**Revision.** A
Drawing No.	

10-28

CAWREY Homes

Kirby Grange Farm, Tavernor Drive, Ratby, Leicester, LE6 0HQ
T: 0116 239 0600 F: 0116 239 0446
W: www.cawrey.co.uk E: dave.w@cawrey.co.uk

to the respective dates upon which the Library Facilities Contribution the Civic Amenity Contribution the Open Space Contribution the Health Contribution the Police Contribution the Education Contribution the Cycleway Improvements Contribution and the Monitoring Costs Contribution are paid

2. The Library Facilities Contribution the Civic Amenity Contribution the Open Space Contribution the Health Contribution the Police Contribution the Education Contribution the Cycleway Improvements Contribution and the Monitoring Costs 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:-

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

Where: "A" equals the Library Facilities Contribution or the Civic Amenity Site Contribution or the Open Space Contribution or the Health Contribution or the Police Contribution or the Education Contribution or the Cycleway Improvements Contribution or the Monitoring Costs Contribution

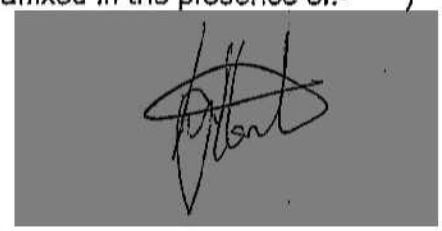
"B" equals the Base Index Figure

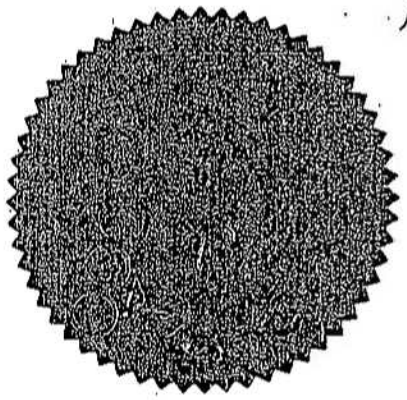
"C" equals the Final Index Figure

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 All Items Retail Prices Index or the BCIS or the ROCOS, or any index previously substituted therefor shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the All Items Retail Prices Index or the BCIS or any index previously substituted therefor on the other hand

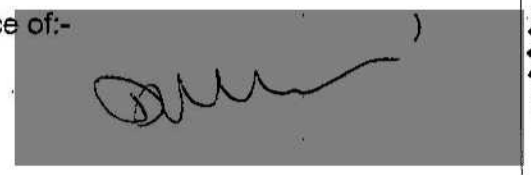
THE COMMON SEAL of HINCKLEY)
AND BOSWORTH BOROUGH COUNCIL)
was hereunto affixed in the presence of:-)

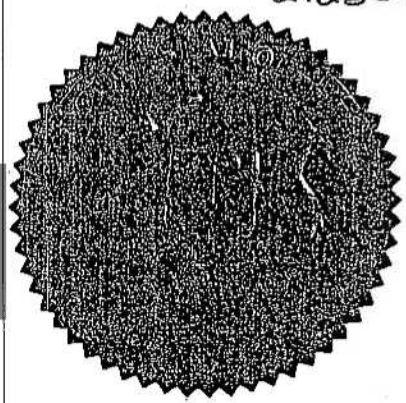




Authorised Officer

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





Authorised Officer

SIGNED AS A DEED on behalf of)
CAWREY LIMITED)

By two directors or a director and its secretary)

Director

Director/~~Secretary~~

per pro Clydesdale Bank PLC
(trading as Yorkshire Bank)

Manager
Leicester Financial Solutions Centre
Authorised signatory

SIGNED AS A DEED on behalf of)
CLYDESDALE BANK PLC T/A)
YORKSHIRE BANK ~~LIMITED~~)

Witness signature R. Radestock.....

Witness name R. RADESTOCK.....

Witness address "THE BARN"
KIRBY GRANGE FARM, TAVERNER DR, RATBY, LEICS. LE6 0HQ

Witness occupation CLERICAL ASSISTANT.

LEICESTER
FINANCIAL SOLUTIONS CENTRE
BANK OFFICIAL

Ss/legal/agreements/s106cawreyhomes(jun09)