

DATED

26th APRIL

2018

(1) JOHN W SHEPPARD (WYKIN) LIMITED

- and -

(2) BLOOR HOMES LIMITED

- and -

(3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

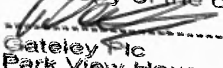
- and -

(4) LEICESTERSHIRE COUNTY COUNCIL

DEED

under Section 106 of the Town and Country Planning Act 1990
relating to an outline planning application (ref: 15/00188/OUT) for land at Dodwells Road,
Hinckley

Gateley Plc
Park View House
58 The Ropewalk
Nottingham
NG1 5DW

We hereby certify this is a
true copy of the original
 (6SD)
Gateley Plc
Park View House
58 The Ropewalk
Nottingham
NG1 5DW
Dated 4-5-18

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THIS DEED is made the 26th day of APRIL
BETWEEN

2018

- (1) **JOHN W SHEPPARD (WYKIN) LIMITED** (Co. regn. No. 00560371) whose registered office is at Wykin Hall, Hinckley, Leicestershire (the **Owner**)
- (2) **BLOOR HOMES LIMITED** (registered company number 02162561) whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (the **Developer**)
- (3) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA (the **County Council**)
- (4) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Council Offices, Hinckley Hub, Rugby Road, Hinckley, LE10 0FR (the **Council**)

WHEREAS:

- A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 and is a Principal Council for the purposes of the Local Government Act for the area in which the Site is situated
- B) The County Council is a local planning authority and is also responsible for the provision of education facilities waste facilities highways and libraries for the area in which the Site is situated
- C) The Owner is the freehold owner of the Site registered as part of title number LT303868
- D) The Developer has the benefit of an option to purchase the Site dated 14 January 2014 which is the subject of a charge registered on title number LT303868
- E) The Developer has submitted the Application
- F) The Council via its Planning Committee has resolved on 21 June 2016 to grant Planning Permission pursuant to the Application subject to the completion of this Deed
- G) The Application is one of two applications for land at Dodwells Road, Hinckley

The other application relating to part of the Site (including phases 1 and 2 as shown in the Full Application) is:

Full Application ref: 15/00582/FUL – Development of 260 dwellings (Use Class C3), formal and informal public open space including children's play area, and associated infrastructure including highways, landscaping and sustainable urban drainage system

- H) This Deed relates to the Development to be carried out on the Site pursuant to the Planning Permission comprising up to 850 dwellings, 500m² of retail units, a primary school, community facilities including sports pitches, parkland, children's play areas, allotments, sustainable urban drainage systems, a new access and associated infrastructure. ~~The Section 106~~

Agreement that will cover the Full Application (as described in recital G) will be completed as soon as practicable following the completion of this Deed.

KAS.

RTWS.
JW

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Deed (including for the avoidance of doubt the Recitals above) the following words and expressions shall have the following meanings:

"the Act"	the Town and Country Planning Act 1990 (as amended)
"Application"	the application for outline planning permission dated 27 February 2015 submitted to the Council for the Development and allocated the reference number 15/00188/OUT
"Bus Pass"	up to two adult bus passes per Dwelling costing £350 (three hundred and fifty pounds) entitling the holder of each bus pass to travel free of charge on local bus services over a period of six months commencing from the first occupation of each Dwelling
"Bus Pass Contribution"	the maximum sum of £171,465.00 (one hundred and seventy one thousand four hundred and sixty five pounds) to be used by the County Council to provide Bus Passes to the first Occupant(s) of each Dwelling on the Site as required by the Eighth Schedule
"Bus Service"	a bus service to be provided in accordance with clause 1 of the Seventh Schedule hereto shown illustratively on Plan 3 operated to serve the Development on the following basis, or as otherwise agreed between the Owner and the County Council in consultation with the Public Transport Provider, that provides : (i) a bus service at not less than half-hourly intervals operating between the hours of 7.00 am and 7.00 pm Monday-Saturday between the Site and Hinckley

	Town Centre. For the avoidance of doubt, the first departure shall leave the Site on or before 7.00 am in either direction and the service shall continue through the day until 7.00pm on or after which a departure shall leave the Site in either direction; (ii) vehicles operating the service shall not have less than 25 (twenty five) passenger seats; and (iii) such bus service to be an extension of the existing number 10 bus or successor service operated by the Public Transport Provider
"Bus Service Infrastructure"	the Site access including for the avoidance of doubt a bus stop shown illustratively on Plan 4 to be provided in accordance with clause 5 of the Seventh Schedule
"Bus Service Sum"	the maximum sum of £625,000 (six hundred and twenty five thousand pounds) payable in accordance with the provisions of the Seventh Schedule
"Civic Amenity Contribution"	the sum of £42,101.00 (forty two thousand one hundred and one pounds) towards the funding of civic amenity measures and supporting waste collection and disposal services at the Barwell Civic Amenity site in particular the development of a new concrete pad for storage of waste containers (Project Code BAR005) that are necessary as a result of the Development
"Completion Certificate"	a certificate(s) issued by the Council confirming that works have been completed for a Phase in accordance with the approved On Site Open Space Scheme and the Maintenance Period may commence
"Commencement of Development"	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 on the Site 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 (a) trial holes or other operations to establish the ground conditions of the Site, site survey work, or works of remediation (b) archaeological investigations on the Site (c) any works of demolition or site clearance (d) any landscaping works (e) ecological or nature conservation works and surveys associated with the Development (f) construction of boundary fencing or hoardings or any temporary means of enclosure site compounds or cabins (g) temporary display of site notices or advertisements (h) any other preparatory works agreed in writing with the Council and "Commence" and "Commenced" shall be construed accordingly
"Community Facility"	a new building on the Site that will be used by residents of the Development and will serve the sports facilities to be provided on the Site. The community facility shall include a kitchen, changing rooms and function rooms
"Community Facility Contribution"	the sum of £402,247 (four hundred and two thousand two hundred and forty seven pounds) towards the provision of a Community Facility on the Community Facility Site

"Community Facility Site"	a site for the provision of a Community Facility in the approximate location shown on Plan 2
"Council Monitoring Costs Contribution"	the sum of £21,777.00 (twenty one thousand seven hundred and seventy seven pounds) towards the Council's costs of monitoring compliance with the obligations contained in this Deed
"County Council Monitoring Costs Contribution"	the sum of £7,998.50 (seven thousand nine hundred and ninety eight pounds and fifty pence) (calculated on the basis of £9.41 per Dwelling) towards the County Council's costs of monitoring compliance with the obligations contained in this Deed
"the Development"	the development carried out pursuant to the Planning Permission
"the Developer Contribution Officer"	the person for the time being at the County Council holding this post or a successor post to it designated by a different title
"Dwelling(s)"	dwellings authorised by the Planning Permission and constructed on the Site
"Education Contributions"	the Primary Education Contribution, the Secondary Education Contribution and the SEN Contribution combined
"Equipped Children's Play Areas"	a minimum of 0.31ha of equipped children's play areas in the Development
"Final Certificate"	a certificate(s) issued by the Council confirming that the On Site Open Space works have been maintained and any defects remedied for a Phase in accordance with the approved On Site Open Space Scheme during the Maintenance Period
"Full Application"	the application for planning permission dated 25 May 2015 submitted to the Council and allocated the reference number 15/00582/FUL

"Full Planning Permission"	the planning permission to be granted for the Full Application and any further planning permission granted under S73 of the Act varying or removing conditions relating to the development authorised by such planning permission
"Health Body"	NHS England (and/or any successor in title) and "Health Body" shall be construed accordingly
"Healthcare Contribution"	the sum of £469,489.68 (four hundred and sixty nine thousand four hundred and eighty nine pounds and sixty eight pence) towards the funding of extension, remodelling and improvement works at the Hollycroft Medical Centre, Clifton Way, Hinckley and/or Barwell and/or Stoke Golding surgeries only if the whole or any part of the contribution cannot be spent at the Hollycroft Medical Centre to accommodate the increase in need for such services arising from the Development
"Health Contribution Notice"	a written notice sent to NHS England Fosse House, 6 Smith Way, Grove Park, Enderby, Leicestershire LE19 1SX which: (a) advises the Health Body that this Deed has been entered into and that it contains an obligation on the Owner to pay the Healthcare Contribution (b) advises the Health Body of the purpose for the Healthcare Contribution as set out in this Deed (c) advises the Health Body of the amount of the Healthcare Contribution and each tranche thereof together with details of the trigger date(s) for payment; and (d) requests confirmation from the Health Body as to which of them the Council should pay the Healthcare Contribution to in accordance with this Deed

"Highways Contribution"	the sum of £551,454 (five hundred and fifty one thousand four hundred and fifty four pounds) of which £318,039 (three hundred and eighteen thousand and thirty nine pounds) is to be applied towards improvements to the Ashby Road/Normandy Way junction (as generally shown on the LCC Draft Layout Plan numbered A1-4332.000/H1/**/**) and £233,415 (two hundred and thirty three thousand four hundred and fifteen pounds) to be applied towards the widening of the A47 Dodwells Road approach to the roundabout as generally shown the drawing bearing the reference number planning 00/A1/1/2A
"Index"	the BCIS All-In Tender Price Index issued by the Royal Institution of Chartered Surveyors or any successor and the term "Indexed" shall be construed accordingly save in respect of the Highways Contribution and the Outlands Drive Works Contribution the Resource Cost Index of Road Construction shall apply
"Interest"	interest at 2% above the base lending rate of Barclays Bank Plc from time to time
"Land Transfer"	a transfer by the Owner of the unencumbered freehold interest in the On Site Open Space (or part thereof) to the Council, the School Site to the County Council, or the Community Facility Site to the Council, such form of transfer to be prepared by the Owner containing the Terms as set out in the Twenty Third Schedule and agreed with the Council or the County Council (as the case may be) acting reasonably or determined by an expert pursuant to Clause 15 in the event of a dispute
"Library Contribution"	the sum of £25,650 (twenty five thousand six

	hundred and fifty pounds) towards the provision of books, lending media and other equipment at the Hinckley Library, Lancaster Road, Hinckley (Project Code HIN004)
“Local Employment and Training Strategy”	a strategy that seeks to ensure the construction of the Development provides appropriate employment and training opportunities for local companies and individuals, to include the following: • Participation in local labour initiatives; • Inclusion of local contractors and suppliers (either directly or via subcontractors) in tender lists for the provision of subcontract trades and the provision of plant, materials and services for the Development; • Hosting of workshops to introduce small and medium sized contractors to larger contractors undertaking works on the Development; • Liaison (either directly or through subcontractors) with local training and education establishments (which shall include the North Warwickshire and South Leicestershire College) and using reasonable endeavours with regard to facilitating employment, training, work experience and apprenticeship opportunities for students; and • Liaison (either directly or through subcontractors) with local agencies and using reasonable endeavours with regard to facilitating employment, training, work experience and apprenticeship opportunities for specified groups such as the long term unemployed, young offenders and vulnerable individuals.

	'Local' for the purposes of this agreement means companies based or individuals residing in, or in education in Hinckley and Bosworth Borough
"Maintenance Period"	an initial period of 12 months which initial period shall be capable of being extended in the event the provisions of paragraphs 5 and 6 of the Third Schedule apply in relation to the On Site Open Space
"Management Company"	a limited company registered at Companies House which may already be in existence or which may be formed by the Owner for the purpose of carrying out future maintenance of the On Site Open Space and:- 1) which is incorporated in England, Wales or Scotland 2) which has its registered office in England; and 3) whose primary objects permit it to maintain and renew the On Site Open Space
"Management Company Scheme"	a written scheme prepared by the Owner for setting up of the Management Company or Companies expressing the name of the proposed company and how it is intended to carry out the functions of the Management Company including full financial details and the works which will be annually completed to ensure the relevant On Site Open Space will be maintained accordingly
"Market Dwelling(s)"	a dwelling to be erected on the Site other than an Affordable Housing Unit pursuant to the Planning Permission
"Marketing Strategy"	the marketing strategy to be submitted for approval in accordance with paragraph 2 of Part 2 of the Twentieth Schedule (which strategy shall include specifying the type of evidence that will be provided by the Owner

	to the Council of the Owner's reasonable endeavours to comply with the Marketing Strategy)
"Occupation"	occupation for the purposes permitted by the Planning Permission and/or the Full Planning Permission (as the case may be) but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or security purposes and "Occupy" "Occupied" and "Occupant" shall be construed accordingly
"On Site Open Space"	such area of land as may be agreed with the Council as part of any Reserved Matters to be provided as public open space as part of the Development in accordance with the Phasing and On Site Open Space Plan which at a minimum is to include the following: • Playing Pitches • formal parkland (excluding SUDs and play) (casual/informal play space) – minimum of 1.44ha • Equipped Children's Play Areas – minimum of 0.31ha • allotments – minimum of 0.5ha • natural and semi natural greenspace including Sustainable Urban Drainage Systems – minimum of 11ha (minimum of 9ha to be accessible) SUBJECT TO enabling 1ha of the Playing Pitches land so designated on the grant of Planning Permission and adjacent to the School being available to be used as playing pitches in such a manner so as to enable the enlargement of the School if this becomes necessary in accordance with paragraph 15 of the Third Schedule
"On Site Open Space Maintenance Sum"	the sum calculated by reference to the area and type (formal, equipped or informal) of the

	land being transferred and based on the following rates: Formal (Sports Pitches and Parks) - £6.60 per square metre Equipped (Play Areas) - £141.40 per square metre Informal (Semi Natural Green Space including Sustainable Urban Drainage Systems) - £10.60 per square metre
"On Site Open Space Scheme"	a scheme for the laying out and planting and maintenance of the On Site Open Space as agreed with the Council for each Phase in accordance with the On-Site Open Space Strategy and the Phasing and On Site Open Space Plan which as necessary protects 1ha of the Playing Pitches so they can be used as playing pitches in such a manner so as to enable the enlargement of the School in accordance with paragraph 15 of the Third Schedule
"On-Site Open Space Strategy"	a Site wide strategy for the On Site Open Space within the Development detailing the size, indicative location and type of space within each Phase in accordance with the Phasing and On Site Open Space Plan which as necessary protects 1ha of the Playing Pitches so they can be used as playing pitches in such a manner so as to enable the enlargement of the School in accordance with paragraph 15 of the Third Schedule
"Outlands Drive Monitoring Contribution"	the sum of £2,000 (two thousand pounds) towards the Outlands Drive Monitoring
"Outlands Drive Monitoring"	a programme of 5 x 12 hour video camera surveys undertaken by the County Council of the operation of the Outlands Drive/Normandy Way Junction and subsequent analysis of the video camera surveys

"Outlands Drive TRO"	a traffic regulation order banning all right turn traffic movements from Outlands Drive on to Normandy Way
"Outlands Drive TRO Contribution"	the sum of £5000 (five thousand pounds) towards the legal, administration and signage costs associated with the Outlands Drive TRO
"Outlands Drive Works"	all works required to ban all right turn traffic movements from Outlands Drive on to Normandy Way as shown on drawing reference 15133-806 attached to this Deed at Part 1 of the First Schedule and marked Plan 7
"Outlands Drive Works Contribution"	the sum of £30,000 (thirty thousand pounds) towards the cost of the Outlands Drive Works
"Owner"	the company defined in the recitals hereto and all persons deriving title therefrom pursuant to section 106 of the Act
"Phase"	each phase of construction of the Development identified on the Phasing and On Site Open Space Plan approved by the Council and pursuant to the Planning Permission subject to any variations to the phasing that may be agreed from time to time between the Owner and the Council
"Phasing and On Site Open Space Plan"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed identifying each Phase of the Development and indicatively the areas of On Site Open Space
"Plan 1"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing the Site
"Plan 2"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing the approximate location of the Community Facility Site, the School Site and the Retail

	Facility Site
"Plan 3"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing illustratively the Bus Service
"Plan 4"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing illustratively the Site access including a bus stop
"Plan 5"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing indicatively the public right of way network within the vicinity of the Development within which the Public Right of Way Contribution is to be spent
"Plan 6"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing indicatively the area within which the Safe Routes to School Contribution is to be spent on improvements to cycling and walking infrastructure between the Development and the Redmoor Academy, Wykin Road, Hinckley
"Plan 7"	the plan marked as such and attached in Part 1 of the First Schedule to this Deed showing the Outlands Drive Works
"Planning Permission"	the planning permission issued pursuant to the determination of the Application
"Playing Pitches"	the formal sport pitch provision (outdoor sport provision) to be provided as part of the On Site Open Space and to be a minimum of 3.28ha, identified for identification purposes only edged green on the Phasing and On Site Open Space Plan of which 1ha is to be earmarked for use as playing pitches in such a manner so as to enable the extension of the School in accordance with paragraph 15 of the Third Schedule

"Police Contribution"	the sum of £277,484.00 (two hundred and seventy seven thousand four hundred and eighty four pounds) to be paid by the Owner to the Council. The Development will generate the need to employ 5.3 additional members of staff and to support this the contribution shall be used for the following: • Start up equipment • Vehicles • Additional radio call capacity • Police database capacity • Additional call handling • ANPR (number plate recognition) CCTV cameras • Mobile CCTV • Additional premises and/or • Hub equipment
"Police Contribution Notice"	a written notice sent to Police and Crime Commissioner for Leicestershire, The Office of the Police and Crime Commissioner for Leicestershire, Leicestershire Police, Force Headquarters, St Johns, Enderby, Leicester LE19 2BX which: (a) advises the Police and Crime Commissioner for Leicestershire that this Deed has been entered into and that it contains an obligation on the Owner to pay the Police Contribution (b) advises the Police and Crime Commissioner for Leicestershire of the purpose for the Police Contribution as set out in this Deed (c) advises the Police and Crime Commissioner for Leicestershire of the amount of the Police Contribution and each tranche thereof together with details of the trigger date(s) for

	payment; and (d) requires the Police and Crime Commissioner for Leicestershire to provide evidence to the Owner that the Police Contribution will be used for the purpose of the Police Contribution as set out in this Deed (such evidence to be provided to the Owner within 6 months of the date of the Police Contribution Notice) to include proposals for the recruitment of the additional staff which underpins the request for the Police Contribution and the likely timing of such recruitment such recruitment to demonstrate a net increase in staff from the date of this Agreement for the policing area that will include the Site
"President"	the president of the Royal Institute of Chartered Surveyors
"Primary Education Contribution"	the sum of £4,035,000.00 (four million and thirty five thousand pounds) towards the provision of a School on the School Site, the contribution is to be divided into the following proportions: (i) £3,315,000.00 towards the provision of the core of the School, the yard and four classrooms - referred to in this Deed as the "1st Primary Education Contribution"; and (ii) £720,000.00 towards the provision of 3 additional classrooms within the School – referred to in this Deed as the "2nd Primary Education Contribution"
"Public Right of Way Contribution"	the sum of £13,355 (thirteen thousand three hundred and fifty five pounds) towards signage, surfacing and structural improvements to the existing public right of way network within the vicinity of the

	Development within the area indicatively shown on Plan 5 to ensure that the Development is fully served by quality non motorised routes to locations on the periphery of the Site
"Public Transport Agreement"	a contractual arrangement between the Owner and the Public Transport Provider in respect of the provision of the Bus Service
"Public Transport Provider"	the operators (and/or their successors in function) of the existing number 10 bus service (or successor service) which will be extended to link the Development with Hinckley town centre
"Relevant Health Body"	the Health Body which is confirmed in response to a Health Contribution Notice as the appropriate body to receive the Healthcare Contribution PROVIDED THAT if no such confirmation has been received by the Council within 10 working days of receipt of the Healthcare Contribution or the first tranche thereof by the Council the Relevant Health Body shall be NHS England
"Reserved Matters"	those matters of the Development reserved for later approval by the Council as defined in the Town and Country Planning (Development Management Procedure) Order 2015
"Retail Unit Site"	a site for the provision of a retail unit of up to 500m ² gross internal floor area in the approximate location shown on Plan 2
"Safe Routes to School Contribution"	the sum of £116,810 (one hundred and sixteen thousand eight hundred and ten pounds) as a financial contribution towards the design consultation and implementation of a scheme to provide high quality sustainable transport connections through improvements to cycling and walking infrastructure between the school on Wykin

	Road Hinckley and the town centre beyond in the locality of the Development within the area indicatively shown on Plan 6
"School"	a new 210 place primary school to be constructed on the School Site funded by the 1 st Primary Education Contribution and the 2 nd Primary Education Contribution
"School Extension"	has the meaning set out in paragraph 15 of the Third Schedule
"School Site"	a site for the provision of the School in the approximate location shown on Plan 2 and to a size of 1 ha adjoining the Playing Pitches
"School Travel Plan"	a site specific travel plan covering as a minimum: • existing travel patterns and opinions of existing site users towards cycling and walking so that constraints and opportunities can be identified • Travel patterns and transport impact of future school building users • Current/future local environment for walkers and cyclists (accounting for visitors who may be accompanied by young children) • Disabled access (accounting varying levels of disability and visual impairment) • Public transport links serving the site • Facilities for cyclists resulting in a package of measures to encourage the use of sustainable modes of transport - which is to be submitted to and approved in writing by the Council prior to the opening of the School
"Secondary Education Contribution"	the sum calculated in accordance with the following formula :

	$(A \times B) \times C = D$ Where A = number of dwellings 2+ beds B = adjusted pupil yield (0.147) C = adjusted cost multiplier (£18,125.38) D = contribution to be used by the County Council towards the provision, improvement, or remodelling of secondary education facilities at Redmoor Academy, Hinckley Academy, John Cleveland Post 16 Centre, Hastings Academy or other schools in the Hinckley area ordinarily expected to serve the Development to accommodate pupil growth from the Development
Section 278 Agreement	an agreement entered into under section 278 of the Highways Act 1980 (as amended) in relation to Bus Service Infrastructure relating to the Development
"SEN Contribution"	the sum calculated in accordance with the following formula : $((A \times B) \times C) + ((A \times D) \times E) = F$ Where A = number of dwellings 2+ beds B = primary SEN yield = 0.00156 (proportion of Leicestershire primary pupils attending special school) C = primary SEN cost multiplier (£54,445) D = secondary SEN yield = 0.00318 (proportion of Leicestershire secondary pupils attending special school) E = secondary SEN cost multiplier (£83,707) F = contribution and to be used by the County Council towards the provision, improvement or remodelling of special educational needs facilities in the County of Leicestershire

	ordinarily expected to serve the Development to accommodate pupil growth from the Development
"Serviced Site"	site(s) provided with all necessary services to be agreed in writing by the Council and/or County Council (as the case may be) prior to installation or construction including water drainage, gas, waste, electricity, telecommunications, sewerage, waste water and access road to the boundary and connecting with adopted public highway so that the relevant site(s) are suitable for their proposed use
"Site"	the land against which this Deed may be enforced as shown edged red on Plan 1
"Site Wide Dwellings"	the dwellings authorised pursuant to the Planning Permission, Full Planning Permission and Extra Care Planning Permission
"Site Wide Market Dwellings"	the dwellings to be erected on the Site other than affordable housing pursuant to the Planning Permission, the Full Planning Permission and (if it authorises dwellings that are market dwellings) the Extra Care Planning Permission
"Town Centre Improvements Contribution"	the sum of £195,000.00 (one hundred and ninety five thousand pounds) payable to the Council with £75,000 (seventy five thousand pounds) to be used towards public realm improvements to Hinckley town centre in accordance with Policy 15 of the Hinckley Town Centre Area Action Plan for the following as necessary as a result of the Development: (i) the provision of safe, high quality, cycling and pedestrian routes along routes to Hinckley Town Centre and schools, existing and proposed

	residential and employment areas, community leisure facilities and Hinckley rail and bus stations; (ii) measures to support the use of the canal system for cyclists, walkers and other leisure uses; and £120,000 (one hundred and twenty thousand pounds) to be used towards Variable Message Signage in Hinckley Town Centre to include: (i) Improvements to the provisions of car parking facilities within Hinckley Town Centre
"Traffic Regulation Order Contribution"	the sum of £5,000 (five thousand pounds) towards the legal, administration and signage costs of a traffic regulation order to reduce the speed limit from 50mph to 40mph on Normandy Way between the Roston Drive and Stoke Road junctions
"Travel Pack(s)"	a pack of information prepared and distributed by the County Council (following payment of the Travel Packs Contribution) containing two bus pass application forms, details of local walking and cycling routes, local bus services/stops/timetables including details of shops and other local amenities and details of any community transport, car sharing or car club scheme operating in the vicinity of the Site. Such packs to be provided by the County Council to each first occupier on first Occupation of a Dwelling on the Site.
"Travel Packs Contribution"	the sum calculated by reference to the following formula:- $A \times B$ Where: $A = £52.85$ $B =$ the number of Dwellings in a Phase to be used by the County Council towards the

	provision of the Travel Packs
"Travel Plan"	a travel plan setting out defined outcomes to ensure that the Development (other than the School) is satisfactorily assimilated to the public transport network – which is to be submitted to the County Council for approval in writing the framework to include provisions which encourage occupiers to use alternatives to single-occupancy car-use such as 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 Development
"Travel Plan Co-ordinator"	a suitably qualified person to be approved by the County Council with the role of co-ordinating the delivery of outputs within the Travel Plan
"Travel Plan Monitoring Contribution"	the sum of £11,337.50 (eleven thousand three hundred and thirty seven pounds and fifty pence) towards the administration and monitoring costs of the County Council associated with any Travel Plan required by the Planning Permission

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein the terms and conditions of this Deed will prevail
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.5 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation
- 2.6 Any reference to an Act of Parliament shall include any modification, extension, re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.7 References to the Owner shall include their successors in title and assigns and to any person deriving title through or under them and references to the Council or the County Council shall include the successors to their respective statutory functions
- 2.8 The headings in this Deed are for reference only and shall not affect construction
- 2.9 Any covenant or obligation by any party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done

3. LEGAL BASIS

- 3.1 The Deed is made pursuant to Section 106 of the Act and the covenants and obligations in this Deed are planning obligations for the purposes of Section 106 of the Act so as to bind the Site and each and every part thereof and are enforceable by the Council and County Council respectively as set out in this Deed as the Local Planning Authorities against the Owner its successors in title and assigns and the other parties to this Deed
- 3.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein

4. COMMENCEMENT

This Deed is conditional upon:

- 4.1 the grant of Planning Permission; and
- 4.2 the Commencement of Development

SAVE THAT the following provisions shall take effect from the date on which this Deed is completed:

- (a) Clauses 2, 3, 4, 5.5, 6.1 to 6.3, 7, 9, 11, 12, 14, 15, 19, 20 and 21;
- (b) Clauses 5.1 and 5.2 solely in respect of the paragraphs in the Schedules listed below in this Clause;
- (c) Paragraphs 3.6 to 3.9, 3.12 to 3.20, 5.3 to 5.16 and 7.1, Part 1 of the Second Schedule;

- (d) Paragraphs 1 to 3 of the Third Schedule;
- (e) Paragraph 2.1 of the Eighth Schedule;
- (f) Paragraph 1 of the Twelfth Schedule;
- (g) Paragraph 2 of the Fifteenth Schedule; and
- (h) Paragraphs 8.1 and 8.4, Part 3 of the Twentieth Schedule

5. COVENANTS BY THE OWNER

- 5.1 The Owner covenants with the Council as set out in Second, Third, Sixteenth, Seventeenth, Eighteenth and Twentieth Schedules and in any obligations in other Schedules given expressly by the Owner to the Council
- 5.2 The Owner covenants with the County Council as set out in the Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Nineteenth Schedules and in any obligations in other Schedules expressly given by the Owner to the County Council
- 5.3 The Owner covenants with the Council to serve written notice upon the Council promptly once trigger points are reached concerning each obligation owed to the Council
- 5.4 The Owner covenants with the County Council to serve written notice upon the County Council promptly once trigger points are reached concerning each obligation owed to the County Council
- 5.5 The Owner hereby warrants and confirms that to the best of its knowledge and belief apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the Site or any part thereof

6. COVENANTS BY THE DEVELOPER

- 6.1 The Developer shall pay the reasonable legal costs and disbursements incurred by the Council and the County Council in the negotiation, preparation and execution of this Deed upon execution of this Deed
- 6.2 The Developer shall pay the Council Monitoring Costs Contribution in respect of the Council and County Council Monitoring Costs Contribution in respect of the County Council on or before the Commencement of Development
- 6.3 The Developer hereby warrants and confirms that to the best of its knowledge and belief apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the Site or any part thereof

7. DEVELOPER'S CONSENT

- 7.1 The Developer consents to the completion of this Deed and acknowledges that the obligations in this Deed shall bind the Site and declares that it will be bound by the provisions in this Deed in the event that it acquires the Site or part thereof

8. THE COUNCIL AND COUNTY COUNCIL'S COVENANTS

- 8.1 The Council covenants with the Owner as set out in the Twenty First Schedule and in any other obligations on its part in other Schedules
- 8.2 The County Council covenants with the Owner as set out in the Twenty Second Schedule and in any other obligations on its part in other Schedules
- 8.3 The Council and the County Council covenant with each other in respect of any obligations expressly given to each other in any of the Schedules

9. MISCELLANEOUS

- 9.1 Unless expressly stated no provisions of this Deed confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999
- 9.2 This Deed shall be registered as a local land charge by the Council
- 9.3 Where the agreement, approval, consent or expression of satisfaction is required by the parties hereto under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction required to be given on behalf of:
 - 9.3.1 the Council shall be in writing by the Council's Planning Manager, Development Management and
 - 9.3.2 the County Council shall be in writing by the Developer Contribution Officer.
- 9.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall on written request from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 9.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 9.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 9.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission, the Full Planning Permission and the Extra Care Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any sum be payable to the Council or the County Council pursuant to this Agreement in respect of any development carried out pursuant to such further planning permission
- 9.8 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council or County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local

authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Council or County Council were not a party to this Deed

10. ENFORCEABILITY AND LIABILITY

10.1 Subject to paragraphs 4.6 and 4.12 of Part 1 of the Second Schedule, 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 or the part in respect of which the breach occurs where referable to that part only (or whilst it shall have no interest in the Site or any part of it) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND a person having only the benefit of any licence easement or covenant over or in respect of the Site or any part of it shall be deemed to have parted with its interest in the entire Site (or to have no interest in the Site or any part of it) for the purposes of this clause

10.2 This Deed shall not be enforceable against owners-occupiers or tenants (or their mortgagees or chargees) of Dwellings nor against those deriving title from them except for paragraphs 4, 7.3 and 7.4 of Part 1 of the Second Schedule

10.3 A statutory undertaker who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services or any other statutory service or function is not to be treated as a person deriving title from the Owner for the purposes of Section 106 (3) of the Act

10.4 The covenants contained in this Agreement shall not be enforceable against any Affordable Housing Provider acquiring an interest in the Site pursuant to the Second Schedule save that such Affordable Housing Provider shall be bound by the provisions of the said Second Schedule.

11. COUNCIL'S DISCRETION

11.1 FOR THE AVOIDANCE OF DOUBT nothing herein contained shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

12. COMMUNITY INFRASTRUCTURE LEVY

12.1 If at any time hereafter a CIL becomes payable in respect of the Development or any part of it, the parties will use reasonable endeavours to agree (where legally permissible) variations to this Deed with the intent that the planning benefits of this Deed should continue to be secured and delivered and all physical works required to be provided hereunder are carried out (whether for physical, social or green infrastructure) BUT THAT the Owner shall not be in a position where it is required to pay twice for the same item of infrastructure

13. WAIVER

13.1 No waiver (whether expressed or implied) by the Council or the County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council

or the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

14. CHANGE IN OWNERSHIP

14.1 The Owner agrees to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed has been discharged (save that the Owner shall not be required to give notice of the change in ownership in relation to any of the persons against whom the obligations herein are not enforceable as identified in clause 10) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan

14.2 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post

14.3 The address for service of any such notice, consent or approval as aforesaid shall be:

14.3.1 in the case of service upon the Council addressed to the Council's Planning Manager, Development Management at the Council Offices, Hinckley Hub, Rugby Road, Hinckley, LE10 0FR or such other address for service as shall have been previously notified by the Council to the Owner and

14.3.2 in the case of the County Council addressed to The Head of Planning and Natural Environment (Developer Contributions Officer), County Hall, Glenfield, LE3 8RA or such other address for service as shall have been previously notified by the County Council to the Owner; and

14.3.3 in the case of the Owner to the addresses stated at the beginning of this Deed or such other address for service as shall have been previously notified by the Owner to the Council and County Council

14.4 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:

14.4.1 if personally served at the time of delivery and if posted at the time when it would be received in the ordinary course of business

14.4.2 to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope

15. DISPUTE RESOLUTION

15.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in

dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares

15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation

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

15.5 The provisions of this clause shall not affect the ability of the Owner, the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

16. INDEXATION

16.1 The following contributions or sums (as the case may be) to be paid by the Owner to the Council or County Council pursuant to this Deed shall be increased in accordance with any proportional increase in the Index from the date of this Deed (save for the Highway Contribution which shall be increased with any proportional increase in the Index from 21 June 2016 (being the date of the planning committee)) to the date upon which payment is due:

16.1.1 the Bus Pass Contribution;

16.1.2 the Bus Service Sum;

16.1.3 the Civic Amenity Contribution;

16.1.4 the Community Facility Contribution;

16.1.5 the Council Monitoring Costs Contribution;

16.1.6 the County Council Monitoring Costs Contribution;

16.1.7 the Education Contributions;

- 16.1.8 the Healthcare Contribution;
- 16.1.9 the Highways Contribution;
- 16.1.10 the Library Contribution;
- 16.1.11 the On Site Open Space Maintenance Sum;
- 16.1.12 the Outlands Drive Monitoring Contribution;
- 16.1.13 the Outlands Drive TRO Contribution;
- 16.1.14 the Outlands Drive Works Contribution;
- 16.1.15 the Police Contribution;
- 16.1.16 the Public Right of Way Contribution;
- 16.1.17 the Safe Routes to School Contribution;
- 16.1.18 the Town Centre Improvements Contribution;
- 16.1.19 the Traffic Regulation Order Contribution;
- 16.1.20 the Travel Packs Contribution; and
- 16.1.21 Travel Plan Monitoring Contribution.

16.2 Any Affordable Housing Commuted Sum to be paid to the Council pursuant to this Deed shall be increased in accordance with any proportional increase in the Index from the date the Affordable Housing Commuted Sum is agreed (or determined by an expert pursuant to clause 15 in the event of a dispute) until the date upon which payment is made.

17. INTEREST

17.1 If any payment due to the Council or County Council under this Deed is paid late, Interest will be payable from the date the payment is due to the date of payment

18. VAT

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

19. JURISDICTION

19.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales

20. SECTION 73 VARIATIONS

20.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Development (where agreed in writing by the parties) shall be deemed to include any such subsequent planning applications and planning permissions granted as referred to herein and this Deed shall henceforth take effect and be read and construed accordingly

21. DELIVERY

21.1 The provisions of this Deed shall be of no effect until this Deed has been dated

22. NO DOUBLE COUNTING

22.1 For the avoidance of doubt the Parties hereto acknowledge that the following contributions shall be reduced by the amount of any such contribution paid to the Council or County Council by the Owner pursuant to the obligations contained in the Section 106 Agreement to be signed relating to the Full Planning Permission :

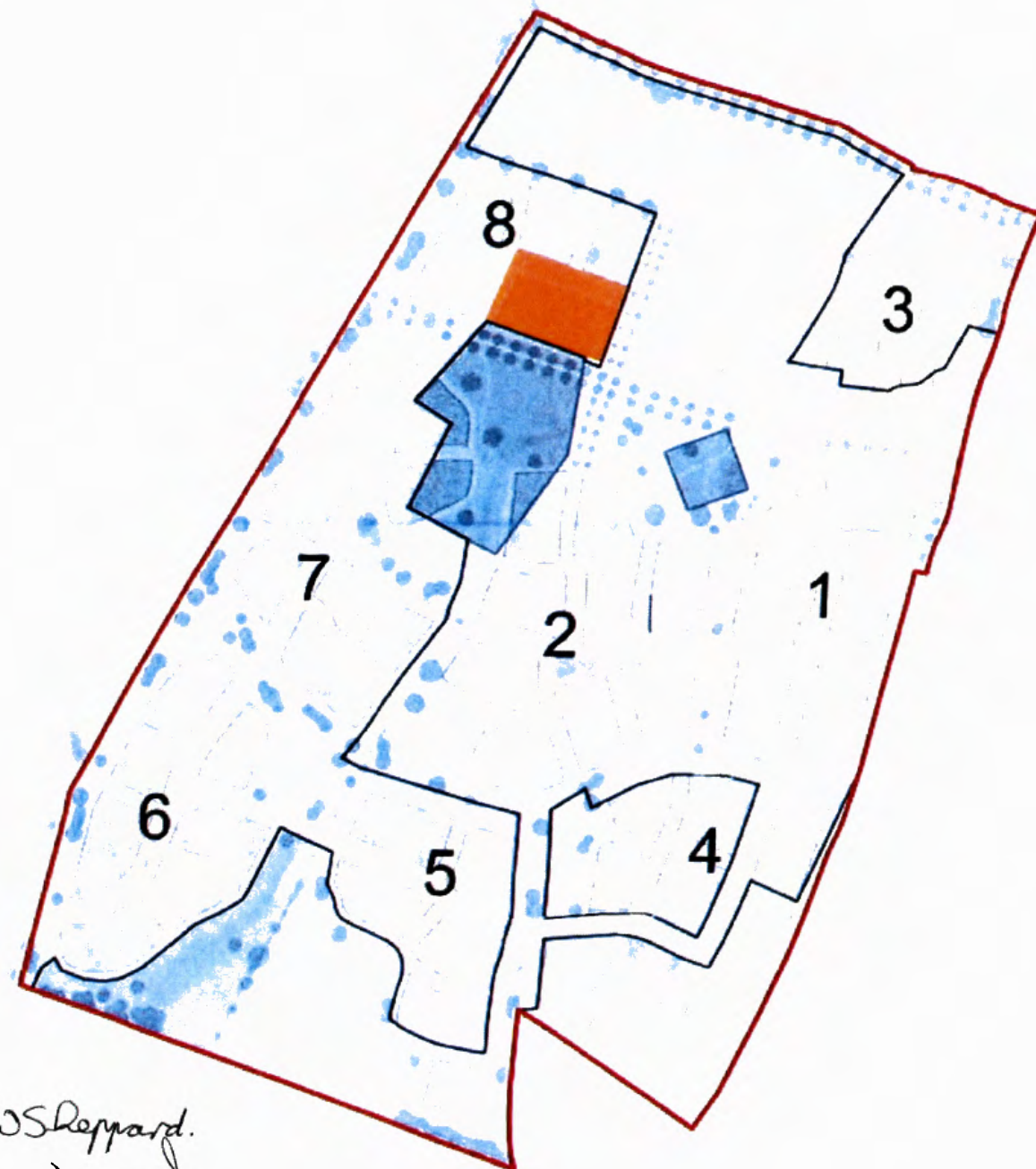
- 22.1.1 the Bus Pass Contribution;
- 22.1.2 the Bus Service Sum;
- 22.1.3 the Civic Amenity Contribution;
- 22.1.4 the Council Monitoring Costs Contribution;
- 22.1.5 the County Council Monitoring Costs Contribution;
- 22.1.6 the Education Contributions;
- 22.1.7 the Healthcare Contribution;
- 22.1.8 the Library Contribution;
- 22.1.9 the On Site Open Space Maintenance Sum;
- 22.1.10 the Outlands Drive Monitoring Contribution;
- 22.1.11 the Outlands Drive TRO Contribution;
- 22.1.12 the Outlands Drive Works Contribution;
- 22.1.13 the Police Contribution;
- 22.1.14 the Public Right of Way Contribution;
- 22.1.15 the Safe Routes to School Contribution;
- 22.1.16 the Town Centre Improvements Contribution
- 22.1.17 the Traffic Regulation Order Contribution;
- 22.1.18 the Travel Packs Contribution; and
- 22.1.19 the Travel Plan Monitoring Contribution.

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

FIRST SCHEDULE
DRAWINGS

"Extra Care Land Plan"	Plan showing the indicative location of the Extra Care Land
"Phasing and On Site Open Space Plan"	Plan agreed with the Council identifying each Phase of the Development and indicatively the areas of On Site Open Space
"Plan 1"	Plan of the Site
"Plan 2"	Plan showing the approximate location of the Community Facility Site, the School Site and the Retail Facility Site
"Plan 3"	Plan showing illustratively the Bus Service
"Plan 4"	Plan showing illustratively the Site access including a bus stop
"Plan 5"	Plan showing indicatively the public right of way network within the vicinity of the Development within which the Public Right of Way Contribution is to be spent
"Plan 6"	Plan showing indicatively the area within which the Safe Routes to School Contribution is to be spent on improvements to cycling and walking infrastructure between the Development and the Redmoor Academy, Wykin Road, Hinckley
"Plan 7"	Drawing showing the Outlands Drive Works

C. Camp
B. Scuttell



RWSheppard.
KASheppard.

Site boundary
Extra Care Scheme
(circa 1.5 acres)

34520



by Losh



Bloor Homes
ALTERNATIVE
Normandy Fields
SIGNATURE

S106 Plan - Extra Care Scheme

15,000 at A3

Rev
Dwg No
Client
Project
Title
Scale



Kashanah
RWSheppard

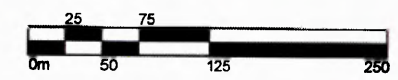
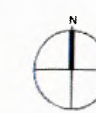
Legend

- X Development Phase
- School Site
- Childrens Play
- Attenuation
- Allotments

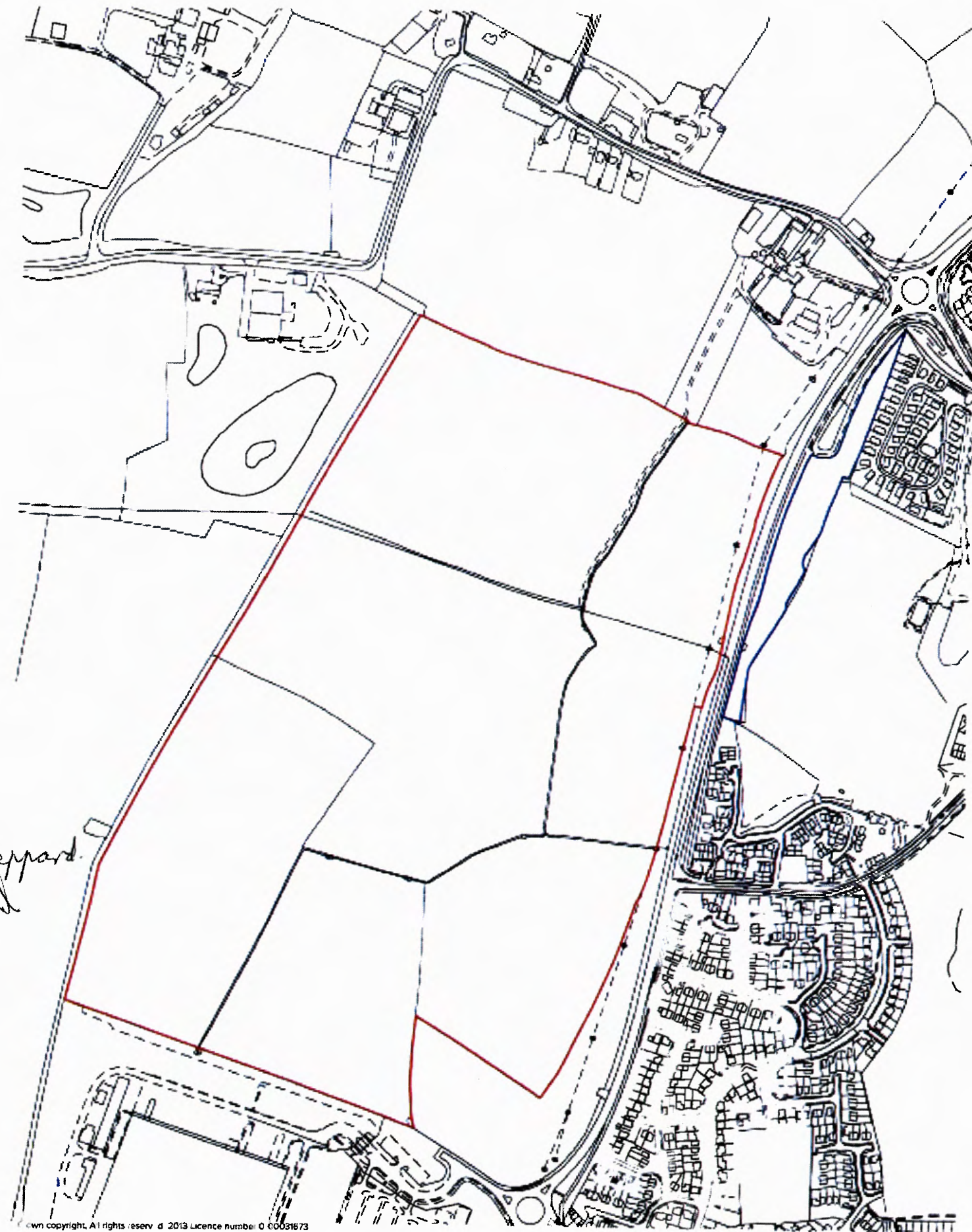
- Residential
- Commercial
- Site Access Works
- Pitches
- Potential School Extension Provision

C. Comp
B. Scuttall

b)
34520



A	Rev
DE155_004	Drg No
Bloor Homes	Client
Normandy Fields	Project
Phasing and On Site Open Space Plan	Title
1:5,000 @ A3	Scale



DEFINE

LEGEND

- Outline Planning Application Site Boundary
- Other Land in Control of Applicant

[Handwritten signature]

*C. Camp
D. Scuttell*



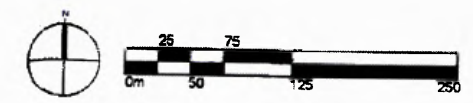
34520



L. Lian

Plan 1

Authorised Signatory



DEFINE

LEGEND

-  Outline Planning Application Site Boundary
-  Approximate Location of the School Site
-  Approximate Location of the Community Facility Site
-  Approximate Location of the Retail Site
-  Approximate Location of the Potential School Extension Provision

[Handwritten signature]

C. Camp
B. Scuttell

d)
34520



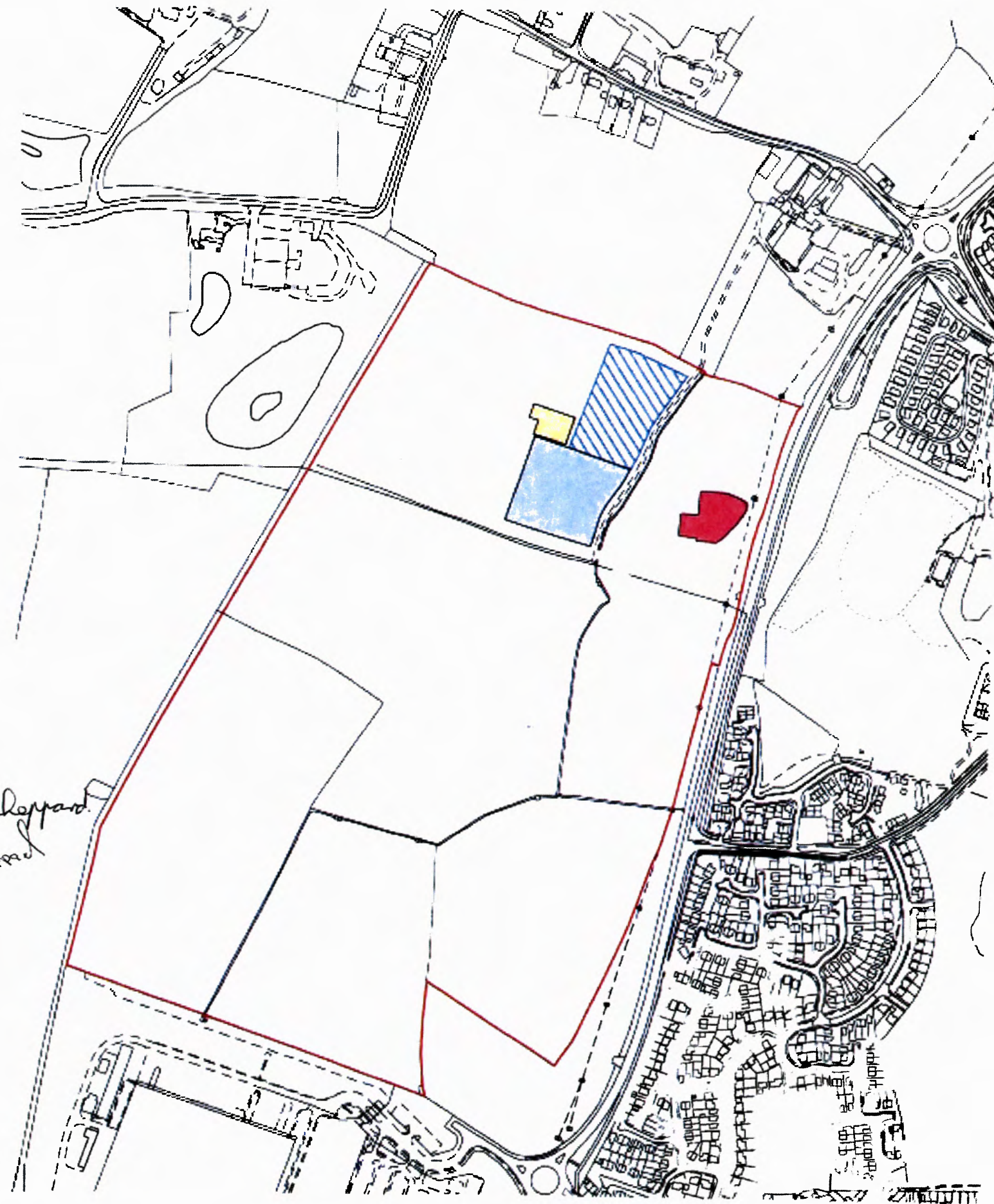
d. h. h.

Plan 2

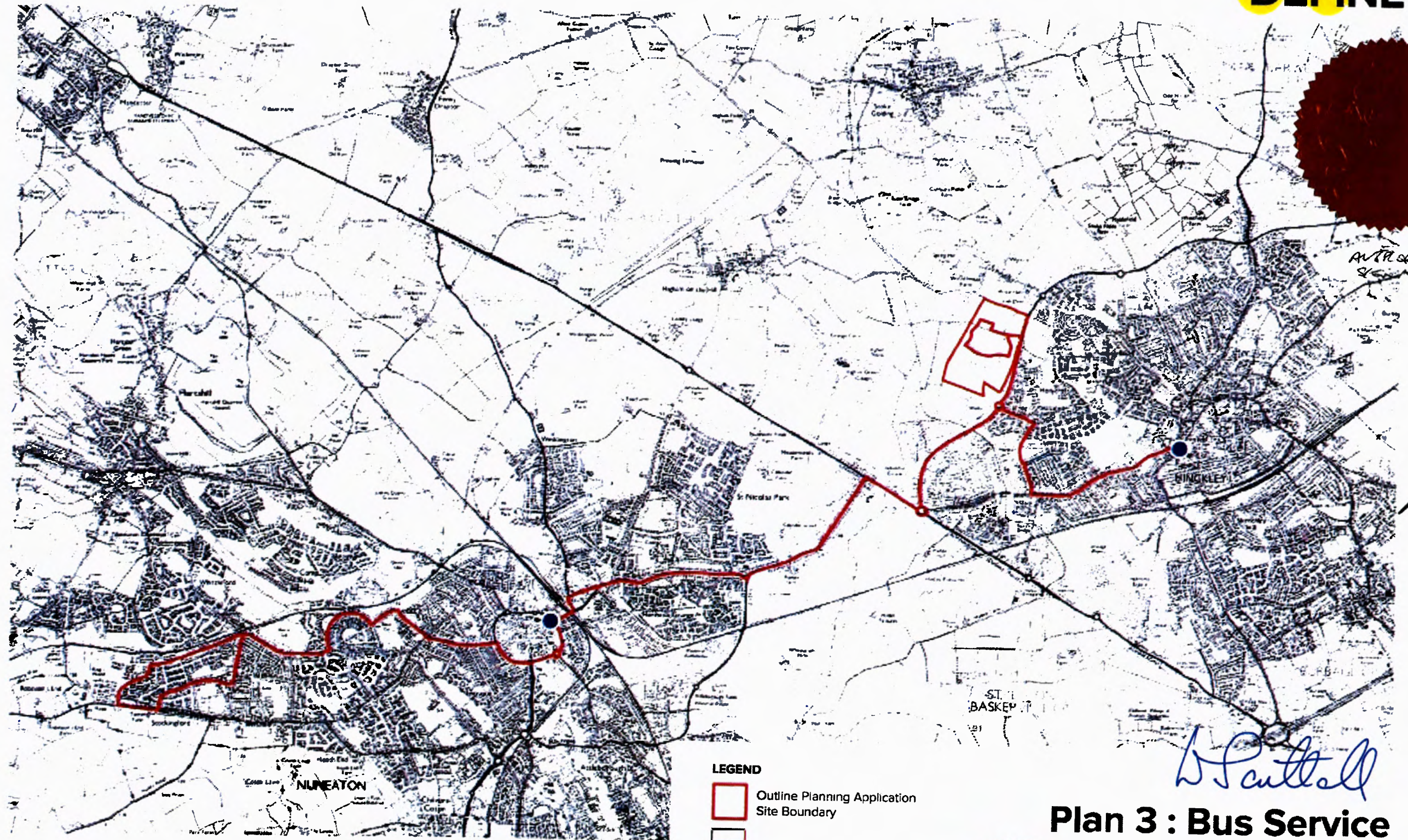


APPROVED
SIGNATORY

RSW Sheppard
KA Sheppard



DEFINE



LEGEND

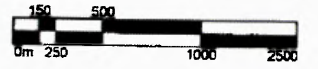
-  Outline Planning Application Site Boundary
-  Extension to No. 10 Bus Service
-  Bus Station

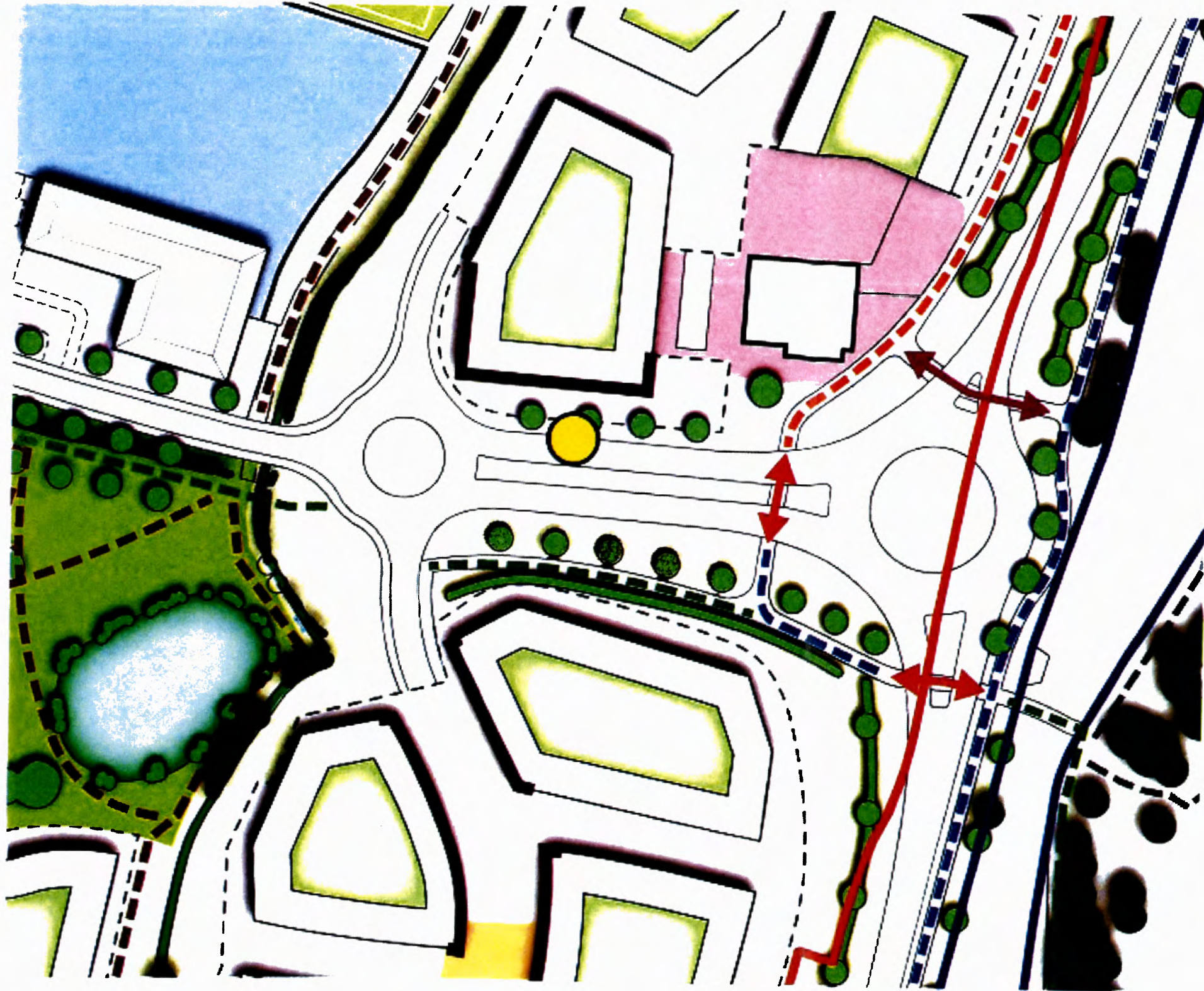
Plan 3 : Bus Service

B. Scuttell
E. Camp

KASHAWARD.
RWSheppard

34520





K. Stappard
R. W. Sheppard.

DEFINE

 Bus Stop

E. Camp
B. Scuttell

(H) 34520



J. Lisch



Plan 4

AUTHORISED
SIGNATURE



DEFINE

LEGEND

 Outline Planning Application
Site Boundary

 Existing Public Right of Way

C. Cunniff
B. Scuttell



9)
34520

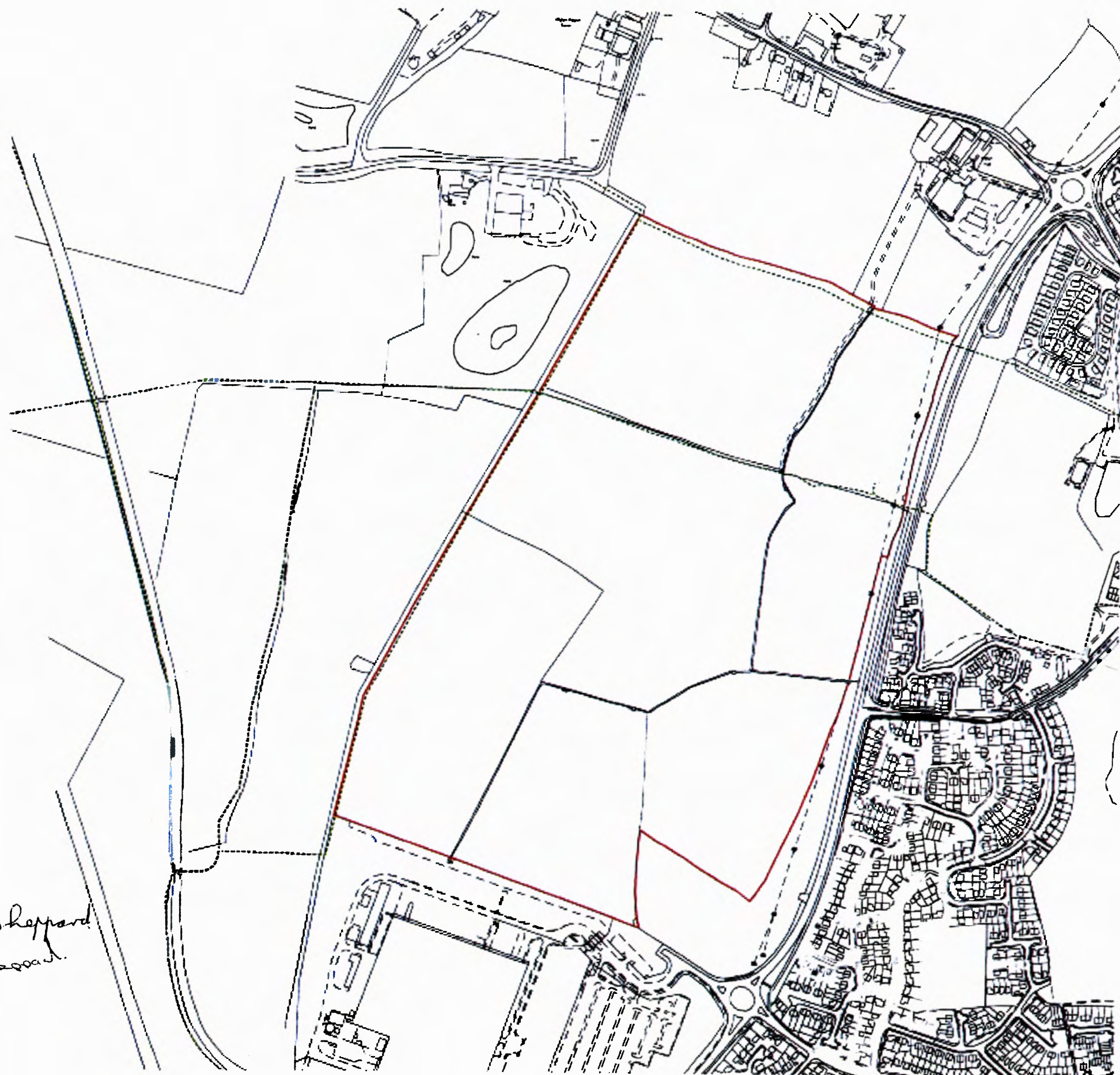
BWA

Plan 5



APPROVED SIGNATURE

*RTW Sheppard
KASheppard*



LEGEND

-  Outline Planning Application Site Boundary
-  Redmoor Academy
-  Safe Route to School Contribution Area

[Handwritten signature]

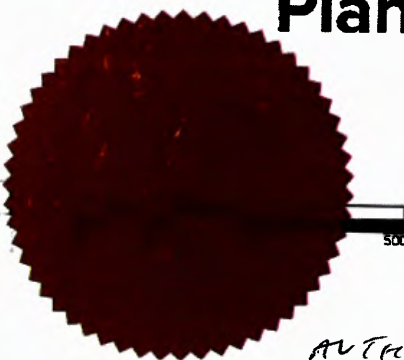
C. Camp
B. Scuttell



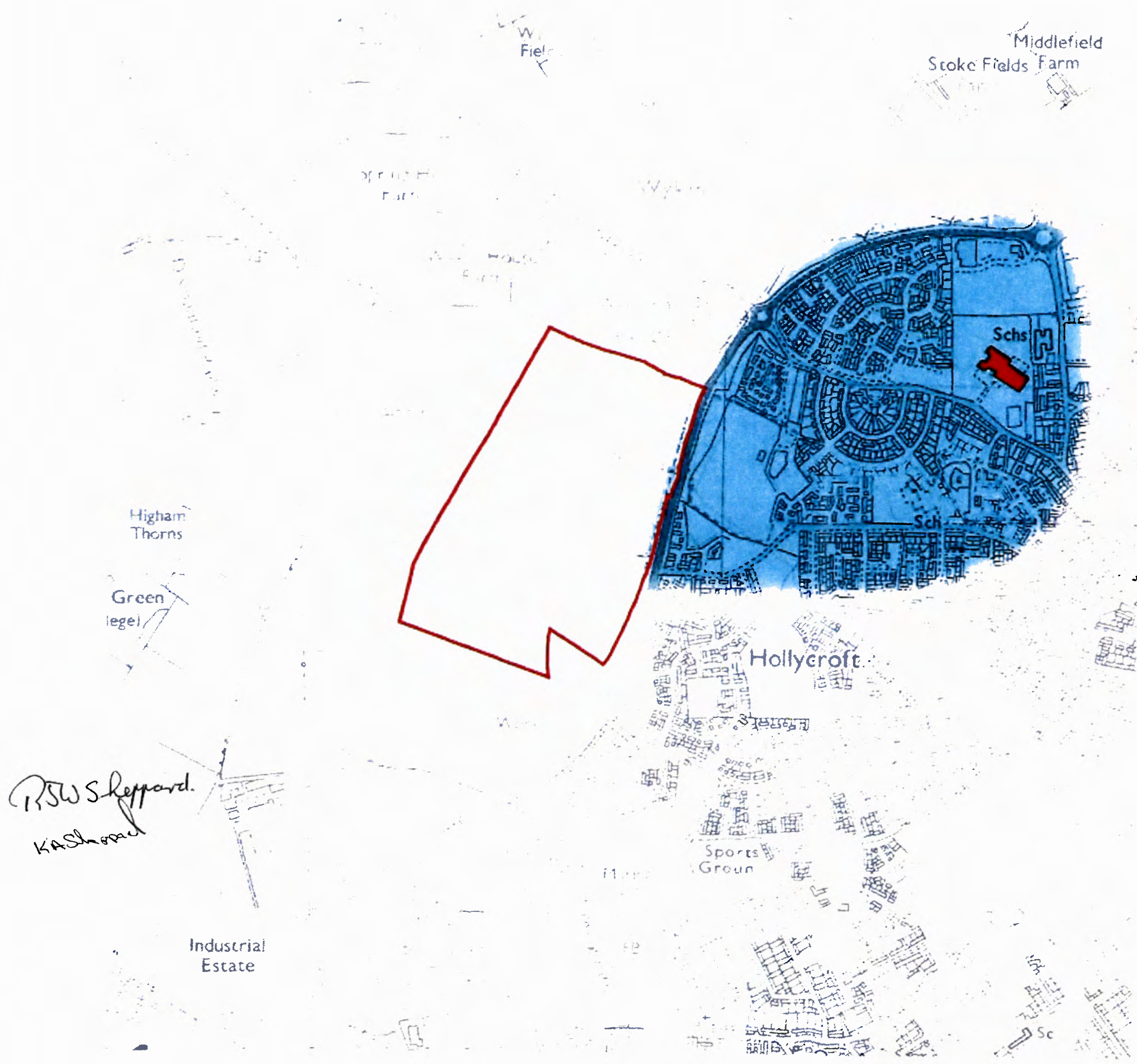
h)
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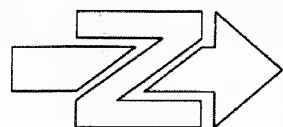
g l u

Plan 6



AUTHORISED SIGNATURE





LEFT TURN AHEAD
DIA 609



NO RIGHT TURN
DIA 612

**STRUCTURAL CALCULATION DETAILS
SIGN TO DIA 612**

SIGNS:
REFERENCE: SIGN 1
WIDTH: 600MM, HEIGHT: 600MM
SHAPE: ROUNDEL
ORIENTATION: FACING FRONT
MOUNTED ON POSTS: 1
MOUNTING HEIGHT: 2300MM
POSTS:
QUANTITY: 1
TYPE: 76.1 X 3.2 CHS
SPACING: N/A
POST 1 LENGTH: 3870MM
BASE:
TYPE: COMBINED
WIDTH: 1500MM
LENGTH: 1000MM
DEPTH: 750MM
VOLUME: 1.13CU.M
EARTH COVER: 100MM
BLINDING LAYER: 150MM
ILLUMINATION:
ORIENTATION: FACING FRONT
LIGHT ON POSTS: 1

**STRUCTURAL CALCULATION DETAILS
SIGN TO DIA 501, 609**

SIGNS:
REFERENCE: SIGN 1
WIDTH: 679MM, HEIGHT: 600MM
SHAPE: INVERTED TRIANGLE
ORIENTATION: FACING FRONT
MOUNTED ON POSTS: 1
MOUNTING HEIGHT: 2300MM
REFERENCE: SIGN 2
WIDTH: 600MM, HEIGHT: 600MM
SHAPE: ROUNDEL
ORIENTATION: FACING FRONT
MOUNTED ON POSTS: 1
MOUNTING HEIGHT: 1500MM
POSTS:
QUANTITY: 1
TYPE: 76.1 X 3.2 CHS
SPACING: N/A
POST 1 LENGTH: 3870MM
BASE:
TYPE: COMBINED
WIDTH: 1500MM
LENGTH: 1000MM
DEPTH: 750MM
VOLUME: 1.13CU.M
EARTH COVER: 100MM
BLINDING LAYER: 150MM
ILLUMINATION:
ORIENTATION: FACING FRONT
LIGHT ON POSTS: 1

1. DO NOT SCALE FROM THIS DRAWING. IF IN DOUBT CONTACT TRAVIS BAKER LIMITED.
2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE NOTED.
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS RELATING TO THIS PROJECT.
4. ALL DIMENSIONS SHOULD BE CHECKED ON SITE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHOULD BE IMMEDIATELY NOTIFIED IN WRITING TO TRAVIS BAKER LIMITED.
5. THE CONTRACTOR SHALL PRIOR TO CONSTRUCTION CHECK AND VERIFY THAT THE DETAILS SHOWN ON THIS DRAWING ARE FULLY COMPATIBLE WITH ANY AS CONSTRUCTED DIMENSIONS OR LEVELS. ANY DISCREPANCIES TO BE REPORTED IMMEDIATELY IN WRITING TO TRAVIS BAKER LIMITED.
6. THIS DRAWING HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE COMMISSIONING PARTY AND UNLESS AGREED IN WRITING BY TRAVIS BAKER LIMITED NO OTHER PARTY MAY USE OR RELY ON ITS CONTENTS. NO LIABILITY IS ACCEPTED BY TRAVIS BAKER LIMITED FOR ANY USE OF THIS DRAWING OTHER THAN FOR THE PURPOSE FOR WHICH IT WAS ORIGINALLY PREPARED.
7. IT SHOULD BE NOTED THAT THIS DRAWING MAY INCLUDE DATA PROVIDED BY THIRD PARTIES. NO LIABILITY IS ACCEPTED BY TRAVIS BAKER LIMITED AS TO THE ACCURACY OF THIS DATA.
8. THIS DRAWING SHALL NOT BE REPRODUCED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF TRAVIS BAKER LIMITED.

C. Camp
B. Scuttell

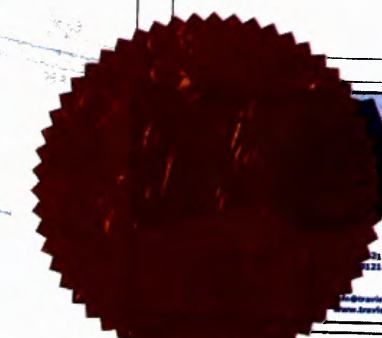
**SIGN, POST AND FOUNDATION DETAILS
SCALE 1:40**



P) 34520

Plan 7

g l m



R. W. Sheppard
K. A. Sheppard

ROAD MARKING TO DIA 1003/600/300/200

ROAD MARKING TO DIA 1023

EXISTING BASE ILLUMINATED BOLLARD AND ILLUMINATED GIVE WAY SIGN AND POST TO BE RELOCATED TO SUIT NEW PROFILE OF REFUGE ISLAND.

NEW 'LEFT TURN AHEAD' SIGN TO DIA 609 TO BE MOUNTED ON SIGN POST BELOW GIVE WAY SIGN.

ROAD MARKING TO DIA 1040/6000/3000/150 HATCH/400mm/2000/200

EXISTING ROAD MARKINGS RELATING TO OUTLANDS DRIVE JUNCTION ON A47 TO BE REPAINTED.

NEW ILLUMINATED 'NO RIGHT TURN' SIGN TO DIA 612

EXISTING BASE ILLUMINATED BOLLARD TO BE RELOCATED TO SUIT NEW PROFILE OF REFUGE ISLAND

ROAD MARKINGS TO DIA 1009/600/300/100

PROFILE OF EXISTING CENTRAL REFUGE ISLAND TO BE ALTERED TO ENFORCE LEFT TURN MANOEUVRE OUT OF JUNCTION.

CYCLE / PEDESTRIAN CROSSING POINT TO REMAIN, ASSOCIATED MARKINGS TO BE REPAINTED TO SUIT NEW ISLAND PROFILE.

PROPOSED MARKINGS IN CENTRE OF CARRIAGEWAY TO TIE INTO EXISTING MARKINGS AT THIS POINT.

EXISTING LINING TO BE REMOVED WHERE REPLACED BY PROPOSED LINING. EXISTING MARKINGS TO REMAIN SHOULD BE REPAINTED.

OUTLANDS DRIVE

BEGGINS NOMES

Authorised

PROJECT
**NORMANDY FIELDS
HINCKLEY**

TITLE
**S278 HIGHWAY WORKS PHASE 2
OUTLANDS DRIVE - LEFT TURN OUT**

DRAWN MK	AUTHORISED RA	SCALE 1:250 @A1	DATE 24.11.16
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PROJECT NO. 15133	DRAWING NO. 806	REV -
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STATUS
PRELIMINARY

SECOND SCHEDULE

Affordable Housing

Part 1

Affordable Housing and Extra Care

1. In this Schedule the following words and expressions shall have the following meaning:

Affordable Housing	has the meaning given to it in Annex 2 of the "National Planning Policy Framework March 2012" published by the Department For Communities and Local Government, the NPPG or any successor policy thereto issued by the government (subject to such successor policy not requiring the Owner to do any more than is required of the Owner at the date of this Deed (unless otherwise agreed in writing between the Owner and the Council)) to include Intermediate Units Social Rented Units and/or Affordable Rented Units												
Affordable Housing Commuted Sum	a sum calculated by one of the following formulae (as applicable) and payable pursuant to paragraph 3.24 of Part 1 of the Second Schedule: 1.1 If the commuted sum is in lieu of the provision of all Affordable Housing in a Phase, the sum shall be calculated as follows: <table border="1" style="margin-left: 40px;"> <tr> <td>RV MH</td><td>= Residual value of the Phase with 100% market housing</td></tr> <tr> <td>RV AH</td><td>= Residual value of the Phase with 20% affordable housing</td></tr> <tr> <td>Commuted sum</td><td>= RV MH minus RV AH</td></tr> </table> 1.2 If the commuted sum is in lieu of some, but not all of the Affordable Housing in a Phase, the sum shall be calculated as follows: <table border="1" style="margin-left: 40px;"> <tr> <td>MH Value</td><td>= Open Market Value of the relevant Affordable Housing Units as Market Housing</td></tr> <tr> <td>AH Value</td><td>= value of the relevant Affordable Housing Units as Affordable Housing</td></tr> <tr> <td>Commuted sum</td><td>= MH Value minus AH Value</td></tr> </table> The Owner will provide an open book assessment of its calculation of the sum sufficient for the Council's own assessor (who may be externally appointed) to review, validate and report to the Council on the calculation at the Owner's expense. The commuted sum is to then	RV MH	= Residual value of the Phase with 100% market housing	RV AH	= Residual value of the Phase with 20% affordable housing	Commuted sum	= RV MH minus RV AH	MH Value	= Open Market Value of the relevant Affordable Housing Units as Market Housing	AH Value	= value of the relevant Affordable Housing Units as Affordable Housing	Commuted sum	= MH Value minus AH Value
RV MH	= Residual value of the Phase with 100% market housing												
RV AH	= Residual value of the Phase with 20% affordable housing												
Commuted sum	= RV MH minus RV AH												
MH Value	= Open Market Value of the relevant Affordable Housing Units as Market Housing												
AH Value	= value of the relevant Affordable Housing Units as Affordable Housing												
Commuted sum	= MH Value minus AH Value												

	be agreed between the Owner and the Council or determined by an expert pursuant to Clause 15 in the event of a dispute)
Affordable Housing Provider	either the Council or a private registered provider (as defined in section 80 of the Housing and Regeneration Act 2008 (or any successor legislation amending consolidating or replacing it))
Affordable Housing Scheme	a scheme in accordance with Affordable Housing Option A Base Mix (or Affordable Housing Option B Base Mix as the case may be), to be submitted by the Owner to the Council pursuant to the terms of this Second Schedule and the following provisions: (i) the scheme will determine the tenure, housing and size mix for the (i) Affordable Rented Units/Social Rented Units and (ii) the Intermediate Units in each Phase (ii) the Council's preference is for the Affordable Housing Units to be transferred to an Affordable Housing Provider, but the Council may consider including a number of Discounted Sale Units as approved by the Affordable Housing Scheme for a Phase if the Council considers it appropriate at the time.
Affordable Housing Option A Base Mix	the mix of tenures and the numbers set out in Part 2 of this Schedule under the heading "Affordable Housing Option A Base Mix"
Affordable Housing Option B Base Mix	the mix of tenures and the numbers set out in Part 2 of this Schedule under the heading "Affordable Housing Option B Base Mix"
Affordable Housing Unit(s)	those Dwellings within an Affordable Housing Scheme complying with the definition of Affordable Housing
Affordable Rented Unit	Affordable Housing Unit let by an Affordable Housing Provider to households who are eligible for social rented housing. Affordable rent is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable)
AHP Mortgagee	a mortgagee or chargee or any other body advancing loan finance to an Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee and/ or appointed pursuant to the Law of Property Act 1925
Building Regulations	the Building Regulations 2010
Build Standards	unless otherwise agreed by the Council Dwellings that achieve the standard required by the Building Regulations in place at the time of

	submission of the relevant Building Regulations approval
Deductible Sum	the reasonable and proper costs of (i) marketing; (ii) advertising; and (iii) the legal costs of transfer in respect of disposing of any Affordable Rented Unit/Social Rented Unit or Intermediate Unit as a Discounted Sale Unit or a Market Dwelling in accordance with paragraph 4 of Part 1 of this Schedule
Discounted Sale Unit	those Intermediate Units to be sold at 75% of Open Market Value (established as the average of two valuations as certified by two independent chartered surveyors approved by the Council or in the absence of approval two chartered surveyors appointed by the President) on terms of disposal including a requirement for covenants to be included in the transfer and by causing a restriction to be registered against the title to each Discounted Sale Unit at the Land Registry setting out the covenant that (a) the Discounted Sale Units shall be disposed of at 75% of the Open Market Value to a Qualifying Purchaser in perpetuity whose needs are not met by the market and (b) that the Discounted Sale Unit shall be occupied by the Qualifying Purchaser and his/her direct family as his/her principal place of residence and (c) such covenants shall also be stated to be for the benefit of the Council and enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999 (and the Owner shall send satisfactory proof of first registration of the Discounted Sale Units to the Council as soon as reasonably practicable after first registration thereof, thereafter individual owners shall send satisfactory proof of any subsequent registrations to the Council)
Discounted Sale Commuted Sum 1	the sum calculated as follows for any Affordable Rented Unit/Social Rented Unit disposed of as Discounted Sale Unit pursuant to paragraph 4.6 of Part 1 of the Second Schedule: the achieved actual sale cost LESS the Deductible Sum in respect of that Affordable Housing Unit X 5 (five) %
Discounted Sale Commuted Sum 2	the sum calculated as follows for any Affordable Housing Unit disposed of as Market Dwelling pursuant to paragraph 4.12 of Part 1 of the Second Schedule: for any Intermediate Unit the achieved actual sale cost LESS the Deductible Sum in respect of that Affordable Housing Unit X 25 (twenty-five) % for any Affordable Rented Unit/Social Rented Unit disposed of as Market Dwelling pursuant to paragraph 4.12 of Part 1 of the Second

	Schedule the achieved actual sale cost LESS the Deductible Sum in respect of that Affordable Housing Unit X 30 (thirty) % (unless a Discounted Sale Commuted Sum 1 has previously been paid in respect of such unit in which case the calculation shall be X 25 (twenty-five) %)
Eligible Household	a person or household in need of Affordable Housing or Extra Care Housing (as the case may be) due to their low household income and because their needs are not met by the market, to be agreed in writing with the Council (who will consult the County Council in respect of such persons and/or households for the Extra Care Housing) PROVIDED THAT in respect of a given Affordable Housing Unit a person or persons who shall otherwise satisfy this definition shall remain an Eligible Household irrespective of the number of bedrooms in such unit and the Council shall not withhold its agreement of their status as an Eligible Household on grounds of bedroom number or floorspace amount exceeding current need where the Owner or the Affordable Housing Provider considers such bedroom number or floorspace amount appropriate for their current or future needs
Extra Care Chargee	any mortgagee or chargee of the Extra Care Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
Extra Care Design Standards	such design standards to be agreed between the Extra Care Provider and the Council in writing and to meet the Build Standards;
Extra Care Housing	Dwellings that: (i) are with extra care for people aged 55 years and over (or by exception as agreed in writing with the Council for people below the age of 55 years who are not able to live independently without assistance) comprising individual self-contained residential units (one or two bedroom flats unless otherwise agreed in writing with the Council) and additional facilities for the provision of care services providing independent living for people with care needs; and (ii) satisfy the meaning given to affordable housing in Annex 2 of the "National Planning Policy Framework March 2012" published by the Department For Communities and Local Government, the NPPG or any successor policy thereto issued by the government or such other extra care scheme as

	may be suggested by the Extra Care Provider and approved by the Council
Extra Care Intermediate Units	Extra Care Shared Ownership Units and Extra Care Low Cost Homes for Sale Units
Extra Care Land	the land of not less than 0.607 hectares identified indicatively on the Extra Care Land Plan coloured orange as being the land upon which the Extra Care Scheme is to be constructed unless otherwise agreed in writing between the Owner and the Council
Extra Care Land Plan	a plan showing the indicative location of the Extra Care Land attached to this Deed at the First Schedule unless otherwise agreed in writing between the Owner and the Council
Extra Care Low Cost Homes for Sale Units	Extra Care Units which meet the definition of low cost home ownership set out in Annex 2 of the "National Planning Policy Framework March 2012" published by the Department For Communities and Local Government, the NPPG or any successor policy thereto issued by the government (subject to such successor policy not requiring the Owner to do any more than is required of the Owner at the date of this Deed (unless otherwise agreed in writing between the Owner and the Council)) to be sold to Qualifying Purchasers who are Eligible Households in need of Extra Care Housing, such purchaser to be agreed in writing between the Extra Care Provider and the Council (in consultation with the County Council)
Extra Care Planning Application	a reserved matters application or a full planning application (to be as closely as possible in line with the Planning Permission) submitted to the Council for the construction of Extra Care Housing in accordance with the Extra Care Scheme on the Extra Care Land
Extra Care Planning Permission	reserved matters approval or full planning permission (to be as closely as possible in line with the Planning Permission) granted pursuant to an Extra Care Planning Application
Extra Care Provider	a body who is registered with the HCA and whose function or aim is to provide and manage Extra Care Housing (including Extra Care Housing of the type and amount proposed in the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) or a non-profit provider of social housing under the Housing and Regeneration Act 2008 registered with the HCA or any other extra care housing provider proposed by the

	Owner which has been approved in writing by the Council
Extra Care Rented Units	Extra Care Units let to Qualifying Persons who are Eligible Households and who are in need of Extra Care Housing and whose needs are not met by the open market at rents as proposed by the Extra Care Provider and agreed by the Council (in consultation with the County Council)
Extra Care Scheme	a scheme which: (a) identifies the Extra Care Land; and (i) comprises 80 Extra Care Units (or such other figure agreed in writing between the Council and the Extra Care Provider); and (ii) with the Extra Care Provider and the Council to agree in writing the mix, size tenure and tenure mix of the 80 Extra Care Units.
Extra Care Shared Ownership Units	Extra Care Units let to Qualifying Purchasers who are Eligible Households who are in need of Extra Care Housing and whose needs are not met by the open market on Shared Ownership Leases
Extra Care Units	the Extra Care Housing which is to be constructed on the Extra Care Land including any associated parking spaces(s) and residential curtilage which for the avoidance of doubt may include Extra Care Rented Units and Extra Care Intermediate Units and "Extra Care Unit" shall mean any one of such units
Giftable Affordable Housing Units	Affordable Housing Units to be gifted to the Council by the Owner in accordance with the terms of this Second Schedule, the number and identity of which shall be calculated in accordance with the Twenty Fourth Schedule
HAP	the Council's Housing Allocations Policy in force from time to time
HCA	the Homes and Communities Agency or any replacement regulatory authority or authorities with responsibility for administering public subsidy towards the provision of affordable housing and/or for regulating Registered Providers or any replacement regulatory provider of affordable housing registered with the body formerly known as the Tenant Services Authority
Intermediate Units	those Affordable Housing Units to be provided as intermediate housing as defined in Annex 2 of the "National Planning Policy Framework March 2012" published by the Department for

	Communities and Local Government or any successor policy thereto issued by the government (subject to such successor policy not requiring the Owner to do any more than is required of the Owner at the date of this Deed (unless otherwise agreed in writing between the Owner and the Council)), which for the avoidance of doubt may include Discounted Sale Units in perpetuity
Leicestershire Choice Based Lettings Scheme	the property letting scheme utilised by the partnership of Leicestershire authorities and affordable housing providers to advertise for let vacant council and housing association properties within Leicestershire to Qualifying Persons
Local Connection	a Qualifying Person that meets the Council's local connections criteria set out in the HAP from time to time
Open Market Value	a price to be calculated in accordance with the definition of 'market value' in the edition of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards at the relevant time, but on the basis of any assumptions set out in this Deed to be calculated by calculating the average of two independent valuations conducted by appropriately qualified persons
Protected Tenant	any occupant of an Affordable Housing Unit or an Extra Care Unit who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or Extra Care Unit; (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or Extra Care Unit under Part V of the Housing Act 1985 (as amended) or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable; (c) has been granted a Shared Ownership Lease by an Affordable Housing Provider (or similar arrangement) in respect of an Affordable Housing Unit or an Extra Care Provider in respect of an Extra Care Unit and has subsequently purchased from the Affordable Housing Provider or the Extra Care Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit or Extra Care Unit; or (d) has exercised a right to acquire through social homebuy funded

	pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof.
Qualifying Person	a person who qualifies for an Affordable Rented Unit or Social Rented Unit or an Extra Care Rented Unit (as the case may be), who is an Eligible Household in accordance with the HAP due to their low household income and because their needs are not met by the market, to be agreed in writing with the Council (not to be unreasonably withheld) (in consultation with the County Council in respect of an Extra Care Rented Unit)
Qualifying Purchaser	in respect of a Discounted Sale Unit is a person who has demonstrated to the Council's satisfaction as approved in writing pursuant to the Second Schedule that s/he is: (a) at least 18 years old; (b) a member of a household having an annual income of less than £60,000 (sixty thousand pounds) (or such other figure as the Council may agree); (c) purchasing the Dwelling for occupation as his sole main residence (for the avoidance of doubt there shall be no restriction on the type/size of Dwelling); (d) in need of Affordable Housing and unable to afford to buy a home suitable for their housing needs on the open market in the borough of Hinckley; (e) able to demonstrate a good credit history (i.e. no bad debts or County Court Judgments) and be able to afford the regular payments and costs involved in buying a Discounted Sale Unit; (f) able to secure a mortgage and have sufficient deposit to purchase or otherwise be able to demonstrate ability to purchase; and in respect of a Shared Ownership Unit (and other forms of Intermediate Units) and an Extra Care Shared Ownership Unit (and other forms of Extra Care Intermediate Units), a person who is: (g) a member of a household having an annual income of less than £60,000 (sixty thousand pounds) (or such other figure as the Council may agree); (h) in need of Affordable Housing or Extra Care Housing (as the case may be) and unable to afford to buy a home suitable for their housing needs on the open market in the borough of Hinckley; and

	(i) otherwise selected in accordance with the Affordable Housing Providers or Extra Care Providers (as the case may be) own sales, marketing and eligibility procedures
Serviced	having the following rights and the following services: (a) rights that enable access to and from the public highway by vehicles pedestrians and cyclists; (b) metalled access road to and from the public highway suitable for use by vehicles pedestrians and cyclists; (c) electricity and gas supply (if gas is available); (d) foul and surface water drainage; (e) telecommunications service; and (f) water services and "Services" shall be construed accordingly
Shared Ownership Lease	in respect of Shared Ownership Units a lease in the form or substantially in the form of the HCA model form from time to time or in such other form as shall be approved by the Council such approval not to be unreasonably withheld or delayed where: (i) the initial percentage of equity sold is between 25% and 75% which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices; (ii) rent on unsold equity is initially set at no more than 2.75%; (iii) (except in the case of Extra Care Shared Ownership Units) charges for services are levied in accordance with the good practice guidance issued by the HCA; (iv) there is a right to Staircase to 100% ownership and in respect of Extra Care Shared Ownership Units the Extra Care Provider's standard extra care lease or such other form of extra care lease as shall be approved by the Council (such approval not to be unreasonably withheld or delayed) where: (v) the initial percentage of equity sold is between 25% and 75% which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices; (vi) rent on unsold equity is initially set at no more than 2.75%; (vii) charges for services are levied in accordance with the good

	practice guidance issued by the HCA
Shared Ownership Unit(s)	Affordable Housing let by an Affordable Housing Provider to Qualifying Purchasers on a Shared Ownership Lease
Site Wide Affordable Housing Units	the affordable housing to be erected on the Site pursuant to the Planning Permission, Full Planning Permission, Extra Care Planning Permission, which for the avoidance of doubt comprises the Affordable Housing Units and the Extra Care Units
Social Rented Units	rented housing owned and managed by local authorities and private registered providers (as defined in Section 80 of the Housing and Regeneration Act 2008) and which shall be rented at no more than 100% of the target rent level as determined through the national rent regime
Staircasing	the method by which the occupier of a Shared Ownership Unit pays a premium in order to acquire an equity share (or a further equity share) in a shared Ownership Unit in return for a reduction in rent and "Staircase" shall be construed accordingly
SWAHT Figure	the 'site wide affordable housing total' figure being 20% of the total number of Site Wide Dwellings constructed on the Site pursuant to the Planning Permission, Full Planning Permission and Extra Care Planning Permission

2. The identification reservation and delivery of Affordable Housing as part of the Development shall be strictly in accordance with the following restrictions and covenants and obligations and delivery mechanisms described in accordance with the provisions of this Second Schedule.

COVENANTS

3. The Owner covenants with the Council as follows:
- 3.1 to provide 20% (twenty per cent) of the total number of Site Wide Dwellings to be constructed on the Site under the Planning Permission, Full Permission and Extra Care Planning Permission collectively as Site Wide Affordable Housing Units (or as Affordable Housing Units in the event that Affordable Housing Option B Base Mix applies) in accordance with the SWAHT Figure.
- 3.2 to comply with Affordable Housing Option A Base Mix (unless paragraph 6 of this Part 1 of this Second Schedule applies, in which case the Owner covenants to comply with Affordable Housing Option B Base Mix)

RESTRICTIONS ON OCCUPATIONS OF MARKET DWELLINGS

- 3.3 not to cause or permit the Occupation of :

- 3.3.1 more than 50% of the Site Wide Market Dwellings constructed on a Phase until 50% of the Affordable Housing Units to be constructed in that Phase have been constructed and made ready for Occupation and the freehold or 125 year leasehold interest of those Affordable Housing Units has been transferred to an Affordable Housing Provider (unless otherwise agreed in writing by the Council);
- 3.3.2 any more than 80% of the Site Wide Market Dwellings constructed on a Phase to be Occupied until 100% of the Affordable Housing Units to be constructed in that Phase have been constructed and made ready for Occupation and the freehold or 125 year leasehold interest of those Affordable Housing Units has been transferred to an Affordable Housing Provider (unless otherwise agreed in writing by the Council);

STANDARDS

- 3.4 that the Affordable Housing Units shall be built to Build Standards.
- 3.5 where any of the Affordable Housing Units are transferred to an Affordable Housing Provider to transfer them Serviced and with all necessary rights of way and easements

AFFORDABLE HOUSING SCHEME FOR A PHASE

- 3.6 the Owner shall submit the Affordable Housing Scheme for a Phase to the Council as part of the first residential Reserved Matters Application for that Phase.
- 3.7 If the Affordable Housing Scheme for a Phase has been approved by the Council as part of a Reserved Matters Approval the Affordable Housing Scheme for that Phase shall be deemed to be approved for the purposes of this Second Schedule.
- 3.8 The Owner covenants in respect of each Phase, not to Commence the relevant Phase unless the Affordable Housing Scheme for that Phase has been approved in writing by the Council unless in accordance with paragraph 3.7 above.
- 3.9 the Owner shall ensure that each Affordable Housing Scheme for each Phase submitted to the Council in accordance with paragraph 3.7 above shall deliver 20% Site Wide Affordable Housing Units in the relevant Phase unless otherwise agreed in writing with the Council provided that the Site Wide Affordable Housing across the Site complies with the SWAHT Figure.
- 3.10 the Affordable Housing Units to be included within the Affordable Housing Scheme shall be in accordance with Affordable Housing Option A Base Mix (or Affordable Housing Option B Base Mix as the case may be).
- 3.11 the Owner in respect of each Phase shall comply with the approved Affordable Housing Scheme for that Phase and construct and provide all Affordable Housing Units in that Phase in accordance with the relevant Affordable Housing Scheme unless otherwise agreed in writing with the Council.

DELIVERY OF AFFORDABLE HOUSING UNITS IN A PHASE

- 3.12 Simultaneously upon submitting an Affordable Housing Scheme for a Phase in accordance with paragraph 3.6 above, the Owner shall send a bona fide and reasonable invitation to tender for all of the Affordable Housing Units (excluding any Discounted Sale Units approved in the relevant Affordable Housing Scheme) in a Phase, to a minimum of 6 Affordable Housing Providers who may be interested in acquiring those Affordable Housing Units and shall give the Council a copy of the invitations to tender sent to the Affordable Housing Providers, the responses received and within 3 working days of receipt of a written request any other information and documentation the Council reasonably requests and a list identifying those Affordable Housing Providers who have shown an interest in acquiring the Affordable Housing Units and those Affordable Housing Providers who have confirmed that they have no interest in acquiring the Affordable Housing Units.
- 3.13 If within one month of the Owner sending the invitation to tender to Affordable Housing Providers in accordance with paragraph 3.12 above the Owner has not received a response from the Affordable Housing Providers or the Affordable Housing Providers confirm that they have no interest in acquiring the Affordable Housing Units paragraph 3.17 shall apply in respect of the Affordable Housing Units PROVIDED THAT the Owner has provided the Council with a copy of the invitations to tender (redacted if necessary) sent to the Affordable Housing Providers, the responses received and any other information and documentation the Council reasonably requests in accordance with paragraph 3.12 and a list of all Affordable Housing Providers who have confirmed that they have no interest in acquiring the Affordable Housing Units and/or failed to respond to the invitation to tender within the said one month period.
- 3.14 In the event that the Owner accepts an Affordable Housing Provider's tender in response to an invitation to tender sent to Affordable Housing Providers in accordance with paragraph 3.12 above the Owner shall use reasonable endeavours to complete a sale and purchase agreement with an Affordable Housing Provider for all of the Affordable Housing Units in a Phase (excluding any Discounted Sale Units approved in the relevant Affordable Housing Scheme) within five months of the date the Owner receives a response from an Affordable Housing Provider expressing an interest in acquiring the Affordable Housing Units PROVIDED THAT if no such contract shall have been entered into by the end of the said period of five months or if such contract has been entered into but is terminated at any time notwithstanding the Owner having used its reasonable endeavours to (i) complete a sale and purchase agreement with one or more Affordable Housing Providers or (ii) administer the contract (where a contract has been entered into) paragraph 3.17 shall apply in respect of the Affordable Rented Units/Social Rented Units and/or Intermediate Units (as the case may be).
- 3.15 In the event that paragraph 3.14 applies, the Owner shall write to the Council notifying the Council and provide evidence to the Council of the endeavours made by the Owner to agree

and enter into the sale and purchase agreement with the Affordable Housing Provider, reasons why the agreement was not and cannot be agreed and completed, copies of correspondence to and from the Affordable Housing Provider evidencing the reasons why a contract could not be entered into for the Affordable Housing Units and/or the reasons a contract was terminated;

- 3.16 The Owner shall within 15 days of a written request provide to the Council any reasonable additional evidence and/or documentation requested related to matters mentioned in paragraph 3.15.

Council choose to accept Giftable Affordable Housing Units and/or Discounted Sale Units and/or Affordable Housing Commuted Sum

- 3.17 In the event that no Affordable Housing Provider accepts the Owner's invitation to tender within the one month period specified in paragraph 3.13 or the Owner and an Affordable Housing Provider fail to complete a sale and purchase agreement for the sale of the Affordable Housing Units pursuant to paragraph 3.14 above, the Owner shall send a notice in writing to the Council offering the Council all of the following options in respect of the Affordable Housing Units not transferred to an Affordable Housing Provider:

- 3.17.1 to accept the transfer of Giftable Affordable Housing Units from the Owner (for the avoidance of doubt the written offer to the Council shall include the number of Giftable Affordable Housing Units to be transferred to the Council by the Owner, calculated in accordance with the Twenty Fourth Schedule);
- 3.17.2 the sale of the Affordable Housing Units as Discounted Sale Units in accordance with this Second Schedule with a Discounted Sale Commuted Sum 1 payable in respect of any Affordable Rented Units/Social Rented Units to the Council pursuant to paragraph 4.6;
- 3.17.3 to accept an Affordable Housing Commuted Sum payable pursuant to paragraph 3.24.

- 3.18 For the avoidance of doubt the Council in its response to the Owner shall elect one of the three options set out above. The Council shall within 45 days of receiving the Owner's notice and, the evidence in accordance with paragraphs 3.15 and 3.17 above, respond in writing to the Owner:

- 3.18.1 issuing its decision whether it agrees that the Owner has used reasonable endeavours pursuant to paragraphs 3.14 (if that paragraph is applicable); and
- 3.18.2 if it agrees with the Owner's notice under paragraph 3.17, notifying the Owner which of the options pursuant to paragraph 3.17 the Council wishes to accept in respect of any relevant Affordable Housing Units (save for the avoidance of doubt in respect of Discounted Sale Units identified as such from the out-set in the Affordable Housing Scheme).

In the event that the Council fails to respond to the Owner within 45 days it shall be deemed that the Owner shall dispose of the relevant Affordable Housing Units as Discounted Sale Units in accordance with paragraph 4 below.

- 3.19 If the Council's decision in writing agrees with the Owner's notice under paragraph 3.17, the Owner shall comply with the option accepted by the Council in its response to the Owner pursuant to paragraph 3.18.2.
- 3.20 If the Council refuses to agree that the Owner has used reasonable endeavours pursuant to paragraph 3.14 (if that paragraph is applicable), the Owner shall repeat the steps and process set out in paragraphs 3.12 to 3.20 until such time as the Council issues its agreement under that paragraph that it is satisfied that such reasonable endeavours have been used (unless and to the extent that a dispute is referred to an expert under clause 15 and the expert determines otherwise).
- 3.21 If the Council accepts the transfer of the Giftable Affordable Housing Units the Owner shall transfer the Giftable Affordable Housing Units to the Council no later than 2 working days following the Owner securing a building control certificate in respect of such units (such units to be constructed to the Owner's own affordable housing specifications and Build Standards) and being made ready for Occupation, such units to be constructed and made ready for Occupation in accordance with the timings set out paragraph 3.3.
- 3.22 The Owner and the Council agree that any transfer of a Giftable Affordable Housing Unit to the Council shall be for a consideration of £1 (one pound) and shall contain the following provisions:
 - 3.22.1 the grant by the Owner of all rights of access and passage of Services and other rights reasonable necessary to the beneficial enjoyment of the relevant Affordable Housing Units to be constructed on the Site;
 - 3.22.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site;
 - 3.22.3 the imposition of such covenants as the Owner shall reasonably require and agreed in writing with the Council (not to be unreasonably withheld or delayed).
- 3.23 In the event that any Affordable Housing Units become Giftable Affordable Housing Units and are transferred to the Council in accordance with this Schedule, the number of Site Wide Affordable Housing Units to be provided on the Site pursuant to paragraph 3.1 and the number of Affordable Housing Units to be provided on a Phase pursuant to an agreed Affordable Housing Scheme shall be correspondingly reduced according to the representative number and tenure of such Gifted Affordable Housing Units as agreed in accordance with the Twenty Fourth Schedule.

- 3.24 If the Council accepts an Affordable Housing Commuted Sum, the Owner shall pay the Affordable Housing Commuted Sum for a Phase in the following instalments
- 3.24.1 the first 50% of the Affordable Housing Commuted Sum for a Phase prior to the Occupation of 50% of the Site Wide Market Dwellings in the relevant Phase; and
 - 3.24.2 the remaining 50% of the Affordable Housing Commuted Sum for a Phase prior to the Occupation of 75% of the Site Wide Market Dwellings in the relevant Phase.
- 3.25 In the event an Affordable Housing Unit becomes a Discounted Sale Unit in accordance with this Second Schedule the procedure set out at paragraph 4 below shall apply

DISCOUNTED SALE UNITS

4. The Owner covenants with the Council:
- 4.1 This paragraph 4 applies to all Discounted Sale Units (including any approved in the Affordable Housing Scheme and those that are Discounted Sale Units due to the operation of a cascade mechanism).
 - 4.2 The Owner and the Council shall agree in writing the Open Market Value of the Discounted Sale Unit. The Owner shall write to the Council confirming the Open Market Value based on the average of two independent valuations paid for by the Owner and the Council shall provide its written decision to the Owner whether the Open Market Value is approved by the Council within 15 working days of receiving the Open Market Value and a copy of the two independent valuations in writing from the Owner (such approval not to be unreasonably withheld or delayed). If the Council fails to respond within the said 15 working days the Council shall be deemed to have approved the Open Market Value of the Discounted Sale Unit.
 - 4.3 From the date the Owner receives the Council's approval (or date of deemed approval) of the Open Market Value the Owner shall market the Discounted Sale Units for sale to Qualifying Purchasers for a period of no less than three months at 75% of the agreed Open Market Value.
 - 4.4 The Owner shall within three months of first marketing a Discounted Sale Unit use reasonable endeavours to enter into a contract to sell a Discounted Sale Unit, on reasonable and commercially acceptable terms to the Owner, to a Qualifying Purchaser at 75% of the agreed Open Market Value. The Owner shall be at liberty throughout the third month of the said period to market such a Dwelling as either a Discounted Sale Unit or a Market Dwelling if after two months of first marketing it as a Discounted Sale Unit no Qualifying Purchaser shall have given to the Owner any written expression of interest in acquiring the Dwelling as a Discounted Sale Unit PROVIDED THAT if during that third month the Owner shall receive a written expression of interest from one or more Qualifying Purchasers it shall not treat with

any person from whom it has received an expression of interest in acquiring the said Dwelling as a Market Dwelling but shall treat with the Qualifying Purchaser or Qualifying Purchasers accordingly.

- 4.5 If a Qualifying Purchaser is identified within the said period of three months the Owner shall write to the Council requesting the Council's approval in writing (such approval not to be unreasonably withheld or delayed) of the Qualifying Purchaser and the Council shall provide its written decision to the Owner confirming whether the Qualifying Purchaser is approved by the Council within 10 working days of receiving such request in writing. In the event that the Council fails to respond within the 10 working day period the Council is deemed to have approved the Qualifying Purchaser.
- 4.6 In the event that an Affordable Rented Unit/Social Rented Unit is sold as a Discounted Sale Unit the Owner shall pay to the Council within 10 working days of legal completion of the sale of such unit the Discounted Sale Commuted Sum 1 and provide the Council with an itemised account of the costs that make up the Deductible Sum (if so requested by the Council). The person(s) who are the owner(s) of the relevant Affordable Rented Unit/Social Rented Unit and any other relevant interest holders in it immediately prior to the completion of its sale as a Discounted Sale Unit shall not be released pursuant to clause 10.1 from liability under this paragraph so that the obligation to pay the Discounted Sale Commuted Sum 1 in respect of the relevant Affordable Rented Unit/Social Rented Unit shall continue to be enforceable against such person(s) and any other persons against whom the obligation is enforceable including against any other interests in other parts of the Site such persons own until the Discounted Sale Commuted Sum 1 is paid to the Council pursuant to this paragraph 4.6.
- 4.7 If the Owner fails to enter into a contract with a Qualifying Purchaser for the sale of the Discounted Sale Unit in accordance with paragraph 4.4 or if such contract has been entered into but is terminated at any time notwithstanding the Owner having used its reasonable endeavours to complete a sale and purchase agreement and the sale with one or more Qualifying Purchasers the Owner shall notify the Council in writing and provide evidence to the Council of the endeavours made by the Owner to market and offer the Discounted Sale Unit to Qualifying Purchasers and agree and complete a sale and purchase agreement or where a contract has been entered into to administer such contract, provide the reasons why the purchase did not and cannot proceed and provide copies of all relevant evidence and documentation including in relation to any contract termination.
- 4.8 The Owner shall within 7 days of a written request provide to the Council any reasonable additional evidence and/or documentation requested relating to the matters mentioned in clause 4.6.
- 4.9 Within 21 days of receiving the Owner's notice and evidence in accordance with paragraph 4.7 above, the Council shall respond in writing to the Owner issuing the Council's decision

whether it agrees that the Owner has used reasonable endeavours pursuant to paragraph 4.7.

- 4.10 If the Council refuses to agree that the Owner has used reasonable endeavours pursuant to paragraph 4.7, the Owner shall repeat the steps and process set out in paragraphs 4.3 to 4.10 until such time as the Council issues its agreement that it is satisfied that reasonable endeavours have been used (unless and to the extent that a dispute is referred to an expert under clause 15 and the expert determines otherwise).
- 4.11 In the event that either the Council fails to respond to the Owner within the 21 days referred to in paragraph 4.9 or the Council agrees with the Owner's notice, the Owner shall market and sell the relevant Discounted Sale Units as Market Dwellings and this Deed shall apply to that unit(s) as it does to the Market Dwellings.
- 4.12 In the event that an Affordable Rented Unit/Social Rented Unit or Intermediate Unit is sold as a Market Dwelling (following the Owner endeavouring to sell the unit as a Discounted Sale Unit pursuant to this paragraph 4) in accordance with this Schedule the Owner shall pay to the Council within 10 working days of legal completion of the sale of such unit the Discounted Sale Commuted Sum 2 and provide the Council with an itemised account of the costs that make up the Deductible Sum (if so requested by the Council). The person(s) who are the owner(s) of the relevant unit and any other relevant interest holders in it immediately prior to the completion of its sale as a Market Dwelling shall not be released pursuant to clause 10.1 from liability under this paragraph so that the obligation to pay the Discounted Sale Commuted Sum 2 in respect of the relevant unit shall continue to be enforceable against such persons and any other persons against whom the obligation is enforceable including against any other interests in other parts of the Site such persons own.
- 4.13 The Owner and the Council agree that any transfer of a Discounted Sale Unit to a Qualifying Purchaser shall contain the following provisions:
 - 4.13.1 the grant by the Owner of all rights of access and passage of Services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Units to be constructed on the Site;
 - 4.13.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site;
 - 4.13.3 the imposition of such covenants as the Owner shall reasonably require.
- 4.14 The Owner shall in perpetuity (unless otherwise agreed in writing with the Council):
 - 4.14.1 not sell or let the Discounted Sale Units or permit them to be Occupied by any person other than a Qualifying Purchaser and his/her family residing with him/her (unless otherwise allowed pursuant to this Schedule with the written agreement of the Council); and

4.14.2 sell or dispose of the Discounted Sale Units other than at 75% of the agreed Open Market Value (unless otherwise allowed pursuant to this schedule).

4.15 The Owner shall procure the registration at the Land Registry of the following restrictions against the title to the Discounted Sale Units and shall provide the Council with a copy of such title (showing the restrictions):

"Definitions

<i>"Open Market Value"</i>	<i>a price to be calculated in accordance with the definition of 'market value' in the edition of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards at the relevant time to be calculated by calculating the average of two independent valuations conducted by appropriately qualified persons and submitted to and agreed in writing with the Hinckley and Bosworth Borough Council;</i>
<i>"Qualifying Purchaser"</i>	<i>a person who has demonstrated to the Hinckley and Bosworth Borough Council's satisfaction as approved in writing that s/he is:</i> <i>(a) at least 18 years old;</i> <i>(b) a member of a household having an annual income of less than £60,000 (sixty thousand pounds) (or such other figure as that Council may agree);</i> <i>(c) purchasing the property for occupation as his sole main residence;</i> <i>(d) in need of affordable housing and unable to afford to buy a home suitable for their housing needs on the open market in the borough of Hinckley;</i> <i>(e) able to demonstrate a good credit history (i.e. no bad debts or County Court Judgments) and be able to afford the regular payments and costs involved in buying the property; and</i> <i>(f) able to secure a mortgage and have sufficient deposit to purchase or otherwise be able to demonstrate ability to purchase.</i>

1. *The property shall not be:*
 - (a) *disposed of other than as a discounted sale affordable housing unit at 75% of the Open Market Value to a Qualifying Purchaser in perpetuity (unless otherwise allowed with the written agreement of the Hinckley and Bosworth Borough Council or by expert determination in accordance with the provisions of the S106 Agreement); and*
 - (b) *occupied other than by a Qualifying Purchaser and his/her direct family as his/her principal place of residence (unless otherwise allowed with the written agreement of the Hinckley and Bosworth Borough Council or by expert determination in accordance with the provisions of the S106 Agreement).*
2. *The covenants in clause 1 are for the benefit of the Hinckley and Bosworth Borough Council and enforceable by that Council under the Contracts (Rights of Third Parties) Act 1999.*
3. *No disposition of the registered estate other than a charge by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Hinckley and Bosworth Borough Council of Council Offices, Hinckley Hub, Rugby Road, Hinckley LE10 0FR or their conveyancer that the provisions of the S106 Agreement dated [] between (1) John W Sheppard (Wykin) Limited (2) Bloor Homes Limited (3) Leicestershire County Council and (4) Hinckley and Bosworth Borough Council ("**S106 Agreement**") have been complied with or that they do not apply to the disposition*
- 4.16 The Council and the Owner agree that nothing in this Schedule restricts the Owner from selling any Affordable Housing Unit that becomes a Market Dwelling in accordance with this Schedule as a Shared Ownership Unit.
- 4.17 For the avoidance of doubt in the event of a subsequent disposal of a Discounted Sale Unit the new owner shall comply with the relevant paragraphs within paragraph 4 of this Schedule which shall apply to all subsequent disposals.
- 4.18 In the event that any Affordable Housing Unit is sold as a Discounted Sale Unit or becomes a Market Dwelling, or Giftable Affordable Housing Units are transferred to the Council in accordance with this Schedule, the restrictions on Occupation as set out in paragraph 3.3 above will not apply in respect of such units (in that the number of Site Wide Affordable Housing Units to be provided pursuant to paragraph 3.1 and pursuant to an Affordable Housing Scheme shall be correspondingly reduced).
- 4.19 Within 10 working days of any written request to do so the Owner shall provide the Council with the number of the following units within the Development and the number of such units that have been sold:
 - 4.19.1 the Discounted Sale Units (including identifying separately those for which a Discounted Sale Commuted Sum 1 applies); and

- 4.19.2 Affordable Housing Units sold or to be sold as Market Housing Units (including identifying separately those to which the Owner endeavoured to first sell as a Discounted Sale Unit pursuant to this paragraph 4).

EXTRA CARE

5. The Owner covenants with the Council:
- 5.1 That the Extra Care Land shall be located in the area shown on the Extra Care Land Plan or at another location as agreed in writing with the Council or approved as part of an Extra Care Planning Permission.
- 5.2 Subject to and without prejudice to the requirements of paragraph 5.8 below, unless otherwise agreed with the Council, to provide Services to the Extra Care Land no later than the first Occupation of 25% (twenty five per cent) of the Site Wide Dwellings.
- 5.3 The Extra Care Units shall be designed and constructed in accordance with the Extra Care Design Standards
- 5.4 For a period of no less than two years (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)) from the date of this Deed the Owner shall use reasonable endeavours to enter into a conditional contract with an Extra Care Provider (Extra Care Provider to be first approved in writing by the Council) for the transfer of the Extra Care Land to the Extra Care Provider, the conditions being those set out at paragraph 5.7 below.
- 5.5 The Owner shall within 14 days of entering into a conditional contract with an Extra Care Provider in accordance with paragraph 5.4 provide to the Council a copy of any contract that is completed (with confidential details redacted) in order to confirm that the obligations contained in paragraph 5.4 of this Schedule have been complied with.
- 5.6 In the event that no such contract has been entered into with an Extra Care Provider by the end of the said two year period (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)) referred to in paragraph 5.4 above notwithstanding the Owner having used its reasonable endeavours to enter into such contract the Owner shall provide the Council with a copy of all relevant responses and the reasons why it has not been possible to enter into a contract with an Extra Care Provider for the Extra Care Land.
- 5.7 In the event that the Owner contracts with an Extra Care Provider in accordance with paragraph 5.4 of this Schedule the Extra Care Provider shall:
- 5.7.1 submit to the Council an Extra Care Scheme, to be approved in writing by the Council (such approval not to be unreasonably withheld or delayed), comply with the approved Extra Care Scheme and construct and provide all Extra Care Units in accordance with the approved Extra Care Scheme (unless otherwise agreed in writing with the Council);

- 5.7.2 at its own cost submit to the Council an Extra Care Planning Application in accordance with the Extra Care Scheme agreed in writing by the Council and use reasonable endeavours to ensure that approval of the Extra Care Planning Application is obtained and to use reasonable endeavours to enter into an unconditional contract to construct all of the Extra Care Housing within a further twelve months of the said two year period (unless such other timescale is agreed in writing with the Council) referred to in paragraph 5.4 above and shall provide a copy of the contract to the Council (with confidential details redacted) within 14 days of the contract being completed;
- 5.7.3 submit a progress update to the Council in writing on a quarterly basis updating the Council on the progress the Extra Care Provider is making in respect of paragraphs 5.7.1 to 5.7.2 above
- 5.8 The Owner shall transfer the Extra Care Land at nil cost and Serviced and with all necessary rights of way and easements to the Extra Care Provider within three years and 6 weeks (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)) of the date of this Deed provided that:
- 5.8.1 the Extra Care Planning Application is granted by the Council or the Secretary of State or the inspector appointed by the Secretary of State on appeal;
- 5.8.2 the Extra Care Provider has entered into an unconditional build contract to build all of the Extra Care Units and the contract remains in effect; and
- 5.8.3 the Extra Care Provider holds a NHBC Buildmark choice insurance (or such other warranty provider to be agreed in writing by the Council) (which includes insurance against insolvency before practical completion with a minimum insurance cover as agreed in writing between the Council and the Extra Care Provider)
- 5.9 The Owner shall not enter into a contract with the Extra Care Provider other than on terms that are compliant with this Schedule and in particular to fulfil its obligation to transfer the Extra Care Land in accordance with paragraph 5.8 and provided that the Extra Care Land is transferred to the Extra Care Provider in accordance with this paragraph 5 of this Schedule the Owner shall within 14 days of a written request to do so, provide the Council with a copy of the land transfer.
- 5.10 Provided that the Extra Care Land is transferred to the Extra Care Provider in accordance with paragraph 5.8 of this Schedule the Extra Care Provider shall:
- 5.10.1 not Commence construction of the Extra Care Units unless:
- (a) an unconditional build contract to build all of the Extra Care Units has been completed and remains in effect;

- (b) the Extra Care Provider holds a NHBC Buildmark choice insurance (which includes insurance against insolvency before practical completion with a minimum insurance cover as agreed in writing between the Council and the Extra Care Provider) and has provided a copy of the insurance policy to the Council. The Extra Care Provider shall maintain the insurance cover at all times until completion of all Extra Care Units;
- 5.10.2 commence construction of the Extra Care Units within six months (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)) of the date of the Extra Care Planning Permission or the date that the unconditional build contract is entered into pursuant to paragraph 5.8.2 of this Schedule, whichever date is later, and notify the Council in writing of such Commencement;
- 5.10.3 use reasonable endeavours to complete the construction of the Extra Care Units pursuant to the Extra Care Planning Permission within two years from the date that construction of the Extra Care Units commences (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)); and
- 5.10.4 in the event that all Extra Care Units are not completed within the said two years (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)):
 - (a) use reasonable endeavours to complete the construction of the Extra Care Units pursuant to the Extra Care Planning Permission as soon as reasonably practicable afterwards; and
 - (b) submit and agree with the Council a programme for completing the construction of the Extra Care Units and subsequently keep the Council informed of progress on completing the Extra Care Units.
- 5.11 Within 21 days of any written request to do so, the Extra Care Provider shall provide the Council with all requested information and documentation related to the performance of its obligations in paragraph 5.10.
- 5.12 In the event that the Extra Care Land is transferred to the Extra Care Provider in accordance with this Schedule then the Owner shall be released from the provisions relating to the Extra Care Land set out in this Schedule (without prejudice to any liability for any antecedent breach) and the Extra Care Provider as successor in title to the Owner in the Extra Care Land shall perform its obligations in paragraph 5 of this Schedule. For the avoidance of doubt the Owner shall have no liability in respect of any failure on the part of the Extra Care Provider to comply with the provisions of this paragraph 5 in the event the Extra Care Land is transferred to the Extra Care Provider in accordance with this paragraph 5.

- 5.13 Nothing in this Schedule shall limit the creation of an interest in the Extra Care Housing, the Extra Care Land or any Extra Care Unit by way of legal charge or mortgage provided that this provision shall not have effect so as to prejudice the obligations in this Schedule securing the transfer of the Extra Care Land and construction and completion of the Extra Care Units
- 5.14 If at the date three years and 6 weeks (or such time period agreed in writing with the Council (not to be unreasonably withheld or delayed)) after the grant of the Planning Permission:
- 5.14.1 the contract referred to in paragraph 5.4 has not been entered into; or
 - 5.14.2 the Extra Care Planning Permission for the Extra Care Units has not been secured by the Extra Care Provider; or
 - 5.14.3 an unconditional build contract for the construction of the Extra Care Units has not been entered into by the Extra Care Provider; or
 - 5.14.4 the Extra Care Provider does not hold a NHBC Buildmark choice insurance (which includes insurance against insolvency before practical completion with a minimum insurance cover as agreed in writing between the Council and the Extra Care Provider); or
 - 5.14.5 the Owner has not transferred the Extra Care Land to the Extra Care Provider,
- then paragraph 6 shall apply and the Owner shall provide Affordable Housing on the Site in accordance with Affordable Housing Option B Base Mix
- 5.15 If the Council confirms in writing at any time following a written request from the Owner that it is satisfied that it is no longer feasible to progress an Extra Care Scheme then the provisions of this paragraph 5 will cease to apply and paragraph 6 shall apply.
- 5.16 The Owner and the Council agree that the Extra Care Provider nominations to all of the Extra Care Units (save any Extra Care Units which the Council may agree in writing can be excluded from this requirement) shall be made in accordance with paragraph 7 below.

PROVIDED ALWAYS THAT nothing in this paragraph 5 shall prevent capital funding being provided. This proviso shall not have effect so as to prejudice the obligations in this Schedule securing the transfer of the Extra Care Land and construction and completion of the Extra Care Units

AFFORDABLE HOUSING OPTION B BASE MIX

6. Where this paragraph applies then
- 6.1 There shall be no obligation to deliver Extra Care Housing on the Extra Care Land
 - 6.2 Affordable Housing Option B Base Mix shall apply and for the avoidance of doubt from the date this paragraph 6 applies any Affordable Housing Scheme submitted to the Council in accordance with paragraph 3 of this Schedule shall be in accordance with Affordable Housing Option B Base Mix.

NOMINATION AND FORM OF TRANSFER

7. The Owner and the Council agree that nominations to all Affordable Rented Units and Social Rented Units (including any such Extra Care Units) shall consist of Qualifying Persons who are Eligible Households and be requested by the Affordable Housing Provider or the Extra Care Provider to the Council in accordance with the Council's Allocations Policy as set out in paragraph 7.4 below unless another nomination procedure is agreed between the Council and the Extra Care Provider in respect of the Extra Care Units
- 7.1 The Owner covenants that any transfer to an Affordable Housing Provider or Extra Care Provider (as the case may be) shall contain the following provisions:
- 7.1.1 the grant by the Owner of all rights of access and passage of Services and other rights reasonable necessary to the beneficial enjoyment of the Affordable Housing Units to be constructed on the Site;
 - 7.1.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site;
 - 7.1.3 the imposition of such covenants as the Owner shall reasonably require as agreed in writing with the Council (not to be unreasonably withheld or delayed).
- 7.2 The Owner covenants that any Shared Ownership Unit (including any such Extra Care Shared Ownership Unit) will be sold in accordance with the Qualifying Purchaser definition on Shared Ownership Leases

RESTRICTIONS AND OCCUPATION

- 7.3 The Owner covenants with the Council to the intent that following completion of a transfer of Affordable Housing Units to an Affordable Housing Provider or following completion of a transfer of the Extra Care Land to an Extra Care Provider (as the case may be) the obligations in this paragraph shall (subject to paragraph 7.6) be binding on the Affordable Housing Provider or Extra Care Provider (as the case may be) to whom the Affordable Housing Units or Extra Care Land respectively are transferred and all future successors in title:
- 7.3.1 the Intermediate Units (including any such Extra Care Intermediate Units) shall not be used other than as Affordable Housing or Extra Care Housing respectively by Eligible Households who are Qualifying Purchasers;
 - 7.3.2 not to use the Affordable Housing Units and/or Extra Care Units for the purposes of a hostel or similar accommodation by group of persons and shall only allow the Affordable Housing Units and/or Extra Care Units to be occupied by tenants as a single use family unit.

for the avoidance of doubt this paragraph shall not apply to Discounted Sale Units and only apply to Affordable Housing Units sold to an Affordable Housing Provider and Extra Care Units.

- 7.4 No Affordable Rented Units or Social Rented Units shall be used for any purpose other than for the provision of Affordable Housing for rent via the Leicestershire Choice Based Lettings Scheme or such other allocation scheme as implemented and in accordance with the objectives of the HAP, to Qualifying Persons who are Eligible Households in need of Affordable Housing within the Borough of Hinckley and Bosworth and being such person(s) as shall be agreed between the relevant Affordable Housing Provider and the Council as being a Qualifying Person with a Local Connection:

PROVIDED THAT

- (a) nothing herein shall prevent the Owner from using the Affordable Housing Units for any purposes connected with the Development whilst the Owner is carrying out residential development of such units; and
- (b) nothing shall prevent the Affordable Housing Provider to whom the Affordable Housing Units are transferred from disposing of the Affordable Housing Units or any part thereof under the right to buy in Section 16 of the Housing Act 1996 or any statutory replacement or re-enactment or equivalent new statute or regulations creating a similar right to buy and following such disposal of the freehold of any part of the Affordable Rented Units or Social Rented Units such part shall be free of the covenants in this paragraph

- 7.5 The Owner and the Council agree and declare that the provisions of paragraphs 7.4 and 7.5 of this Schedule shall not be binding upon a AHP Mortgagee or Extra Care Chargee to the intent that any such AHP Mortgagee or Extra Care Chargee exercising its security may dispose of its freehold or leasehold interest in the Affordable Housing Units (or any of them) or Extra Care Units (or any of them) (as the case may be) subject to any subsisting leases and underleases but otherwise free from the provisions of this Deed which provisions shall determine absolutely PROVIDED THAT

- 7.5.1 the AHP Mortgagee or Extra Care Chargee notifies the Council in writing that it is seeking a purchaser of its freehold interest or leasehold interest in the Affordable Housing Units or Extra Care Units (as the case may be); and
- 7.5.2 the AHP Mortgagee or Extra Care Chargee thereafter uses reasonable endeavours to sell and transfer its freehold or leasehold in any Affordable Housing Unit to an Affordable Housing Provider or Extra Care Unit to an Extra Care Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued

principal monies, interest and costs and expenses and subject to the terms of this Deed; and

- 7.5.3 at least three (3) months have elapsed since the Council received the written notice referred to in paragraph 7.5.1 above and a transfer of the Affordable Housing Units (or any of them) or Extra Care Units (or any of them) (as the case may be) to an Affordable Housing Provider or an Extra Care Provider (as the case may be) has not been completed within such three (3) months period despite the AHP Mortgagee's or Extra Care Chargee's reasonable endeavours

PROVIDED FURTHER THAT at all times the rights and obligations in this paragraph 7.5 shall not require the AHP Mortgagee or Extra Care Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the AHP Mortgagee or Extra Care Chargee in respect of monies outstanding under the charge or mortgage including all accrued principal monies, interest and costs and expenses.

- 7.6 The obligations in this Deed shall not be binding on or enforceable against:

- 7.6.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successors in title thereto and their respective mortgagees and chargees;
- 7.6.2 any AHP Mortgagee or Extra Care Chargee or any person deriving title from the AHP Mortgagee or Extra Care Chargee or any successors in title thereto and their respective mortgagees and chargees if the provisions of paragraph 7.5 are satisfied;
- 7.6.3 any purchaser from an AHP Mortgagee and an Extra Care Chargee of an individual Affordable Housing Unit or Extra Care Unit pursuant to any default by the individual mortgagor and any successors in title to the said purchaser if the provisions of paragraph 7.5 are satisfied; and/or
- 7.6.4 any tenant of a Shared Ownership Unit or an Extra Care Shared Ownership Unit who has Staircased out.

DECLARATION: SITE-WIDE AFFORDABLE HOUSING LEVEL

- 7.7 For the purpose of calculating the number of Site Wide Affordable Housing Units delivered on the Site for the purposes of assessing compliance with the SWAHT Figure in this Agreement each Site Wide Dwelling which has been a Site Wide Affordable Housing Unit shall still be counted notwithstanding that it may subsequently have lost that status by operation of this Schedule.

GENERAL AMENDMENTS

- 7.8 The Owner and the Council agree that the Council and an Affordable Housing Provider can agree amendments in writing with the Council to this Second Schedule in the event that an AHP Mortgagee requests such amendments and the amendments are deemed reasonable to the Council and the Affordable Housing Provider and are agreed in writing between them.

Part 2

Affordable Housing Option

1. Unless otherwise agreed in writing by the Council:
 - 1.1 50% (fifty per cent) of the Affordable Housing Units shall be Affordable Rented Units and/or Social Rented Units (excluding Extra Care Rented Units as appropriate) PROVIDED THAT where 50% (fifty per cent) is not a whole number the number of units shall be rounded up
 - 1.2 50% (fifty per cent) of the Affordable Housing Units shall be Intermediate Units (excluding Extra Care Shared Ownership Units as appropriate) PROVIDED THAT where 50% (fifty per cent) is not a whole number the number of units will be rounded down
 - 1.3 The Owner can, with the Council's approval in writing (such approval not to be unreasonably withheld or delayed), provide the Affordable Housing in any other percentage and tenure PROVIDED THAT the percentage of Intermediate Units to be provided on the Site shall be no more than 50% (fifty per cent) and the percentage number of Affordable Rented Units and/or Social Rented Units to be provided on the Site shall be no less than 50% (fifty per cent), in which case the tables shown below shall be amended accordingly by the Owner and approved in writing by the Council. For the avoidance of doubt this applies to both Affordable Housing Option A Base Mix and Affordable Housing Option B Base Mix.
2. The Site Wide Affordable Housing Units shall (unless the Council agrees otherwise in writing) be of the numbers and tenures shown below PROVIDED THAT the tenure split of the Extra Care Housing may be amended by approval of the Council (such approval to be provided in writing and not to be unreasonably withheld or delayed) following a request from the Extra Care Provider

Affordable Housing Option A Base Mix (170 Site Wide Affordable Housing Units (90 Affordable Housing Units and 80 Extra Care Units))

3. Where Affordable Housing Option A Base Mix applies the Site Wide Affordable Housing Units shall (unless the Council agrees otherwise in writing) be of the numbers and tenures shown below:

Affordable Housing Units

Affordable Rented Units / Social Rented Units = 50% (45 units)		
<i>For the avoidance of doubt the Affordable Rented Units or Social Rented Units to be provided on the Site pursuant to the Full Planning Permission (26 units in total) shall be taken into account when calculating the remaining Affordable Rented Units or Social Rented Units to be provided on the Site pursuant to the Planning Permission i.e. $45 - 26 = 19$ units to be provided pursuant to the Planning Permission in accordance with the percentages below.</i>		
Type	Size (square metres)	% of Total Affordable Housing Units

1 bed	46	15.5
2 bed	68	24.5
3 bed	82	10
Intermediate Units = 50% (45 units) <i>For the avoidance of doubt the Intermediate Units to be provided on the Site pursuant to the Full Planning Permission (26 units in total) shall be taken into account when calculating the remaining Intermediate Units to be provided on the Site pursuant to the Planning Permission i.e. 45 – 26 = 19 units to be provided pursuant to the Planning Permission in accordance with the percentages below.</i>		
Type	Size (square metres)	% of Total Affordable Housing Units
2 bed	68	30
3 bed	82	20

Extra Care Units

To be provided in accordance with the Extra Care Scheme to be agreed in writing between the Extra Care Provider and the Council (80 Extra Care Units with the Extra Care Provider and the Council to agree in writing the mix, size, tenure and tenure mix)

Affordable Housing Option B Base Mix (170 Affordable Housing Units)

4. Where Affordable Housing Option B Base Mix applies the Site Wide Affordable Housing Units shall (unless the Council agrees otherwise in writing) be of the numbers and tenures shown below:

Affordable Housing Units

Affordable Rented Units / Social Rented Units = 50% (85 units) <i>For the avoidance of doubt the Affordable Rented Units or Social Rented Units to be provided on the Site pursuant to the Full Planning Permission (26 units in total) shall be taken into account when calculating the remaining Affordable Rented Units or Social Rented Units to be provided on the Site pursuant to the Planning Permission i.e. 85 – 26 = 59 units to be provided pursuant to the Planning Permission in accordance with the percentages below.</i>		
Type	Size (square metres)	% of Total Affordable Housing Units
1 bed	46	15.5

2 bed	68	24.5
3 bed	82	10
Intermediate Units = 50% (85 units) <i>For the avoidance of doubt the Intermediate Units to be provided on the Site pursuant to the Full Planning Permission (26 units in total) shall be taken into account when calculating the remaining Intermediate Units to be provided on the Site pursuant to the Planning Permission i.e. $85 - 26 = 59$ units to be provided pursuant to the Planning Permission in accordance with the percentages below.</i>		
Type	Size (square metres)	% of Total Affordable Housing Units
2 bed	68	30
3 bed	82	20

THIRD SCHEDULE
ON SITE OPEN SPACE

The Owner covenants with the Council as follows:

1. The Owner shall submit the On Site Open Space Strategy for the whole Development to the Council for its written approval (such approval not to be unreasonably withheld or delayed) prior to or at the same time as the submission of the first Reserved Matters application for the Development (which may be amended with the written approval of the Council (such approval not to be unreasonably withheld or delayed)
2. The Reserved Matters applications and On Site Open Space Scheme for each Phase shall be in accordance with the On Site Open Space Strategy as approved in writing by the Council from time to time
3. The Owner shall submit the On Site Open Space Scheme for each Phase to the Council for its written approval prior to or at the same time as the submission of the first Reserved Matters application for that Phase
4. To implement the relevant On Site Open Space Scheme for each Phase as approved in accordance with the On Site Open Space Scheme for the relevant Phase and ensure that the relevant On Site Open Space for each Phase is provided and available for use prior to the first Occupation of 70% of the Site Wide Dwellings in that Phase
5. Following completion of the On Site Open Space for any Phase:
 - 5.1 the Owner covenants to serve notice on the Council inviting it to inspect the On Site Open Space and issue a Completion Certificate confirming that such works have been completed in accordance with the approved On Site Open Space Scheme for that Phase;
 - 5.2 the Council covenants to inspect the On Site Open Space within thirty days of receiving notice pursuant to paragraph 5.1 above and may identify remedial works necessary to comply with the approved On Site Open Space Scheme and shall serve notice of any remedial works on the Owner, to complete such notified remedial works in accordance with the approved On Site Open Space Scheme within 45 days (or such reasonable longer period as is agreed in writing with the Council);
 - 5.3 upon completion of any such remedial works, the Owner covenants to serve notice on the Council inviting it to inspect those remedial works and issue a Completion Certificate confirming that such works have been completed in accordance with the approved On Site Open Space Scheme and the Council will carry out such inspection within one month

PROVIDED THAT the inspection procedure identified in paragraphs 5.2 and 5.3 shall be repeated, up to a maximum of three times, until the Council issue a Completion Certificate in relation to the On Site Open Space for that Phase. If following the **Council's third inspection** of the On Site Open Space the Council fails to issue a Completion Certificate the Owner may refer to an expert for determination pursuant to clause 15.

6. Following issue of the Completion Certificate in respect of the On Site Open Space for any Phase the Owner covenants to maintain the On Site Open Space for the Maintenance Period in accordance with the approved On Site Open Space Scheme

7. On expiration of the Maintenance Period:

7.1 the Owner covenants to serve notice on the Council inviting it to inspect the On Site Open Space and issue a Final Certificate confirming that the On Site Open Space has been maintained in accordance with the approved On Site Open Space Scheme;

7.2 the Council covenants to inspect the On Site Open Space within thirty days of receiving notice pursuant to paragraph 7.1 above and if the Council identifies remedial works necessary to comply with the approved On Site Open Space Scheme the Council shall serve notice of such remedial works on the Owner, to complete such remedial works within 45 days (or such reasonable longer period as is agreed in writing with the Council);

7.3 upon completion of any remedial works, the Owner covenants to serve notice on the Council inviting it to inspect the remedial works identified by them pursuant to paragraph 7.2 and issue a Final Certificate confirming that such works have been completed in accordance with the approved On Site Open Space Scheme and the Council will carrying out such inspection within one month

PROVIDED THAT the inspection procedure identified in paragraphs 7.2 and 7.3 shall be repeated, up to a maximum of three times, until the Council issue a Final Certificate in relation to the On Site Open Space for that Phase. If following the **Council's third inspection** of the On Site Open Space the Council fails to issue a Final Certificate the Owner may refer to an expert for determination pursuant to clause 15.

8. The Owner covenants to maintain the On Site Open Space for each Phase in accordance with the relevant approved On Site Open Space Scheme until the Final Certificate is issued and thereafter to maintain the On Site Open Space for each Phase in accordance with the approved relevant On Site Open Space Scheme unless and until such time as the relevant Land Transfer for the relevant Phase is completed and the Council or Management Company becomes responsible for the maintenance of the On Site Open Space

9. Upon issue of the Final Certificate in respect of the Playing Pitches and/or the Equipped Children's Play Areas the Owner will :

9.1 serve written notice on the Council offering to transfer to the Council the Playing Pitches and/or the Equipped Children's Play Areas (as the case may be) pursuant to the relevant Land Transfer for the nominal consideration of £1.00 (one pound) and offering to pay the Council's reasonable legal and search fees incurred in connection with such transfer; and

9.2 in the case of the Playing Pitches, serve a copy of that notice on the County Council and making specific reference to the 1ha of the Playing Pitches being available to be used as

playing pitches in such manner so as to enable enlargement of the School if this becomes necessary in accordance with paragraph 15 of this Schedule.

10. In the event that the Council declines the offer or does not respond to the offer (with the Owner having sent a written reminder to the Council and the County Council making specific reference to the effect of this paragraph) to take a transfer of the Playing Pitches and/or the Equipped Children's Play Areas (as the case may be) pursuant to paragraph 9 above within three months of service of the offer then paragraph 12.1 below shall apply.
11. Upon issue of the Final Certificate in respect of the On Site Open Space (other than the Playing Pitches and Equipped Children's Play Areas) of each Phase the Owner will serve written notice on the Council either:
 - 11.1 offering to transfer to the Council such On Site Open Space (or part thereof) comprised within any Phase pursuant to the relevant Land Transfer for the nominal consideration of £1.00 (one pound) and offering to pay the Council's reasonable legal and search fees incurred in connection with such transfer; or
 - 11.2 confirming that the Owner elects to retain and maintain such On Site Open Space (or part thereof) comprised within any Phase thereafter

PROVIDED ALWAYS that paragraph 9 shall apply in respect of the Playing Pitches.

12. In the event that:
 - 12.1 the Council declines the offer or does not respond to the offer (with the Owner having sent a written reminder to the Council and in the case of the Playing Pitches to the County Council as well making specific reference to the effect of this paragraph) to take a transfer of the Playing Pitches and/or Equipped Children's Play Areas (as the case may be) pursuant to paragraph 9 or the other On Site Open Space within any Phase pursuant to paragraph 11 within three months of service of the invitation or the Owner elects to retain and maintain the On Site Open Space (other than the Playing Pitches and Equipped Children's Play Areas) for any Phase pursuant to paragraph 11.2 then the Owner shall:
 - 12.1.1 (if not already obtained) submit to and obtain the Council's approval to a Management Company Scheme in respect of such On Site Open Space;
 - 12.1.2 following approval of the Management Company Scheme (or such amended scheme as the Council may approve in writing from time to time) and with the Final Certificate relevant to the On Site Open Space for that Phase having been previously issued, to implement the approved Management Company Scheme and for the purposes of thereafter maintaining the On Site Open Space; and
 - 12.1.3 within three months of the Council declining the offer or not responding within the above-mentioned period in respect of the On Site Open Space (for the avoidance of doubt including the Playing Pitches and Equipped Children's Play Areas) in a Phase or the Owner elects to retain and maintain the On Site Open

Space (other than the Playing Pitches and Equipped Children's Play Areas) pursuant to paragraph 11.2, transfer the On Site Open Space (for the avoidance of doubt including the Playing Pitches and Equipped Children's Play Areas) for that Phase to the Management Company

- 12.2 the Council accepts the offer pursuant to paragraph 9 and/or paragraph 11 to take a transfer of the Playing Pitches, Equipped Children's Play Areas and/or any other part of the On Site Open Space in any Phase then:
 - 12.2.1 with the Final Certificate previously issued in relation to the Playing Pitches, Equipped Children's Play Areas and/or the On Site Open Space for that Phase the Owner will execute and deliver to the Council the relevant Land Transfer in respect of the Playing Pitches, Equipped Children's Play Area and/or such On Site Open Space for that Phase;
 - 12.2.2 on completion of such relevant Land Transfer the Owner shall pay to the Council the relevant amount of the On Site Open Space Maintenance Sum and the Council's reasonable legal and search fees incurred in connection with such transfer(s)
13. In transferring any Dwellings the Owner shall ensure that the mechanism for recovery from future owners of the Dwellings is included in the transfers in respect of the maintenance costs for the On Site Open Space in the event that the On Site Open Space (or any part of it) is transferred to a Management Company and which mechanism for recovery is to be detailed in the Management Company Scheme so that recovery can be achieved for all Dwellings PROVIDED THAT this paragraph 13 shall only apply in the event that paragraph 12.1 above applies
14. The Owner shall secure that each transfer to the purchaser of each Dwelling or part thereof shall include provisions dealing with the following:
 - 14.1 an obligation on the purchaser to become a member of the Management Company in the event that the On Site Open Space (or any part of it) is transferred to the Management Company, and
 - 14.2 a covenant by the purchaser to pay a contribution to the Management Company as the Management Company shall reasonably require, and
 - 14.3 each transfer of the Dwelling (or part thereof) shall contain an application to the Chief Land Registrar to place a Restriction on the Land Registry Proprietorship Register for that dwelling (or part thereof) stating that except under an order of the Registrar any future disposal of the Title interest in the Dwelling (or part) shall only be registered if accompanied by a Certificate from the Management Company (or its Solicitors) in the event that the On Site Open Space (or any part of it) is transferred to a Management Company confirming compliance with paragraph 14.1 and 14.2 above

Future Use(s) of Playing Pitches

15. In the event that the Council and the County Council agree that the School shall be enlarged to form a 2 form entry school (420 pupil place) ("the **School Extension**"), the parties agree that 1ha of the Playing Pitches adjacent to the School as shown on the Phasing and On Site Open Space Plan and Plan 2 shall be used to enable the enlargement of the School if this becomes necessary by either:
 - 15.1 if adjacent land outside of the Site is developed with playing pitches that are provided as a use swap as approved by the Council for the relevant 1ha of the Playing Pitches (resulting in sufficient provision of playing pitches for both the Development and the adjacent development), then:
 - 15.1.1 the relevant 1ha of the Playing Pitches will be transferred either by the Owner or the Council (whoever is the owner of the relevant 1ha at the time) to the County Council as a Serviced Site (on the basis of the services provided by the Owner for the Playing Pitches and not requiring any additional services for the School Extension if the Playing Pitches already exist on the relevant 1ha at such time) for the nominal consideration of £1.00 (one pound) as soon as reasonably practicable before the opening of the School Extension and in accordance with the Twenty Third Schedule varied as necessary to reflect a transfer of the Playing Pitches to be used to provide a primary school with 420 pupil places; and
 - 15.1.2 that 1ha of Playing Pitches will not be used for any other purpose from the date the School Extension opens;
 - 15.2 if no use swap land is available or approved by the Council, the relevant 1ha of the Playing Pitches adjacent to the School will be a multi-use playing pitches area over which the School will have rights to use the Playing Pitches as follows:
 - 15.2.1 the Council, County Council and School will agree a multi-use agreement as soon as reasonably practicable before the opening of the School Extension;
 - 15.2.2 the multi-use agreement will identify the relevant 1ha area of Playing Pitches in general accordance with the Phasing and On Site Open Space Plan and Plan 2;
 - 15.2.3 the relevant 1ha of Playing Pitches will be appropriately fenced and secured for use in association with the School as agreed in the multi-use agreement (such fencing and security measures to be paid for by the County Council who may arrange payment to be made by the School);
 - 15.2.4 any other works that are necessary to adapt the relevant 1ha Playing Pitches for use by the School shall be paid for by the County Council who may arrange payment to be made by the School;

- 15.2.5 from the opening of the School Extension, the School will be given exclusive use of the relevant 1ha of the Playing Pitches during school hours and any other hours to be agreed in the multi-use agreement;
 - 15.2.6 outside of those hours, the relevant 1ha of Playing Pitches must be available for use by other organisations without charge by prior arrangement and/or bookings, the details and process for which are to be agreed in the multi-use agreement;
 - 15.2.7 the School shall pay £1 for the above rights under the multi-use agreement; and
 - 15.2.8 the parties to this Agreement shall comply with the multi-use agreement.
16. For the avoidance of doubt the Owner's liability in respect of the School and the School Site is limited to the provision of the School Site and payment of the Primary Education Contribution in accordance with this Deed and to enable in the event that 1ha of the Playing Pitches are available to enlarge the School in accordance with this Deed. In the event the Owner complies with the aforementioned the Owner shall not be required to provide further land beyond the land the Owner provides for the provision of the Playing Pitches in accordance with this Deed.

FOURTH SCHEDULE

SECONDARY EDUCATION CONTRIBUTION

1. The Owner covenants with the County Council to pay the Secondary Education Contribution to the County Council in the following instalments:
 - 1.1 25% prior to the first Occupation of the 261st Site Wide Dwelling;
 - 1.2 25% prior to the first Occupation of the 350th Site Wide Dwelling;
 - 1.3 25% prior to the first Occupation of the 500th Site Wide Dwelling; and
 - 1.4 25% prior to the first Occupation of the 600th Site Wide Dwelling.
2. The Owner further covenants with the County Council not to cause or permit any Site Wide Dwelling to be first Occupied in accordance with the trigger points and thresholds set out in this Schedule unless and until the appropriate proportion of the Secondary Education Contribution has been paid to the County Council as set out herein

FIFTH SCHEDULE

SPECIAL EDUCATIONAL NEEDS CONTRIBUTION

1. The Owner covenants with the County Council to pay to the County Council the SEN Contribution in the following instalments:
 - 1.1 33% prior to the first occupation of the 260th Site Wide Dwelling
 - 1.2 33% prior to the first occupation of the 550th Site Wide Dwelling
 - 1.3 34% prior to the first occupation of the 800th Site Wide Dwelling
2. The Owner further covenants with the County Council not to cause or permit any Site Wide Dwelling to be first Occupied in accordance with the trigger points and thresholds set out in this Schedule unless and until the appropriate proportion of the SEN Contribution has been paid to the County Council as set out herein

SIXTH SCHEDULE

PRIMARY EDUCATION PROVISION

1. The Owner covenants with the County Council that prior to first Occupation of the 1st Site Wide Dwelling the Owner shall:
 - 1.1 provide a Serviced Site which shall be a School Site for the construction of the School so that the School may be subsequently completed and made available for use
 - 1.2 execute and deliver the relevant Land Transfer to the County Council for transferring the School Site to the County Council in accordance with the provisions of the Twenty Third Schedule and pay the County Council's reasonable legal and search fees incurred in connection with such transfer
2. The Owner covenants with the County Council to pay the 1st Primary Education Contribution to the County Council in the following instalments:
 - 2.1 10% of the 1st Primary Education Contribution upon Commencement of Development;
 - 2.2 the remaining 90% of the 1st Primary Education Contribution prior to the first Occupation of the 1st Site Wide Dwelling.
3. The Owner hereby acknowledges that it shall become liable to pay the 2nd Primary Education Contribution to the County Council in the event that more than 260 Site Wide Dwellings are developed and in those circumstance hereby covenants with the County Council to pay the 2nd Primary Education Contribution to the County Council prior to the first Occupation of the 300th Site Wide Dwelling.
4. The Owner further covenants with the County Council not to cause or permit any Site Wide Dwelling to be Occupied in accordance with the trigger points and thresholds set out in this Schedule unless and until the appropriate proportion of the Primary Education Contribution has been paid to the County Council and the School Site has been transferred to the County Council as set out herein

SEVENTH SCHEDULE

PUBLIC TRANSPORT

The Owner covenants with the County Council as follows:

1. For a period of no less than 3 months from the Commencement of Development the Owner shall use reasonable endeavours to enter into the Public Transport Agreement to provide for the benefit of the Development a Bus Service with the Public Transport Provider on acceptable terms to the Owner and the County Council (such terms to include that the Bus Service must be in operation prior to the occupation of the 50th Site Wide Dwelling at no cost to the County Council) and supply a copy of the Public Transport Agreement to the County Council PROVIDED THAT if no such agreement shall have been entered into by the end of a period of three months from the Commencement of Development notwithstanding the Owner having used reasonable endeavours to enter into the Public Transport Agreement then the Owner shall notify the County Council in writing and provide evidence to the County Council of such reasonable endeavours that the Public Transport Agreement has not been entered into and the same notice shall suggest at least one option for a reasonable alternative public transport solution that a Public Transport Provider is prepared to facilitate and the Owner hereby covenants with the County Council that it shall pay upon demand a sum as may be requested by the County Council to cover administrative expenses (including for the avoidance of doubt officer time and any external resource reasonably required by the County Council) in connection with the operation of paragraph 2 of this Schedule whereupon the provisions of paragraph 2 below shall apply.
2. Within 6 months of the notice being served by the Owner on the County Council pursuant to paragraph 1 of this Schedule the County Council shall either endorse the option suggested in the notice given to the County Council by the Owner pursuant to paragraph 1 above or else suggest another reasonable alternative public transport solution to the Owner in writing, to be implemented in a timeframe and manner reasonably directed by the County Council and within the reasonable control of the Owner.
3. Should the County Council suggest another reasonable alternative public transport solution pursuant to paragraph 2 of this Schedule the Owner shall comply with the reasonable direction issued under paragraph 2 above provided that it is understood by all parties that:
 - 3.1 the Owner shall not be prohibited from continuing the Development pending notification from the County Council of such other reasonable alternative public transport solution pursuant to paragraph 2 of this Schedule; and
 - 3.2 the Owner's maximum financial liability in respect of the Bus Service shall not exceed the Bus Service Sum AND for the avoidance of doubt the Bus Service or the alternative public transport solution (as appropriate) shall be in operation prior to the first Occupation of the 50th Site Wide Dwelling unless otherwise agreed in writing with the County Council.

4. Should the County Council fail to suggest reasonable alternative public transport pursuant to paragraph 2 of this Schedule the Owner shall pay the Bus Service Sum or such of the sum as remains unexpended to the County Council within 30 days of the expiration of the 6 month period following Commencement of Development for the County Council to procure alternative public transport. For the avoidance of doubt any sum expended by the Owner in its efforts to provide the Bus Service and/or a reasonable alternative public transport solution pursuant to this Schedule up to the termination of the 6 month period specified in paragraph 2 shall be deducted from the Bus Service Sum and the Owner shall pay to the County Council the amount of the Bus Service Sum as remains unexpended.
5. Prior to first Occupation of the Development the Owner shall provide the Bus Service Infrastructure in accordance with the Section 278 Agreement and shall ensure that the Bus Service is to be in operation prior to first Occupation of the 50th Site Wide Dwelling unless otherwise agreed in writing by the Developer and the County Council
6. The Owner shall continue to fund the Bus Service for a period of five years from first Occupation of the 50th Site Wide Dwelling in accordance with the Public Transport Agreement (or other such alternative public transport as may be suggested by the County Council in accordance with this Schedule) until the earlier of the following:
 - 6.1 the Bus Service becomes self-financing;
 - 6.2 the expiry of the said five year period from first Occupation of the 50th Site Wide Dwelling;
 - 6.3 the County Council confirms that the Bus Service is no longer required; or
 - 6.4 the Owner provides satisfactory documentary evidence (including audited accounts and statements of expenditure) to the County Council that the costs incurred by the Owner in funding the Bus Service in accordance with the Public Transport Agreement have reached the Bus Service Sum on the date on which such evidence is provided AND the County Council has certified that it is satisfied that this is the case.
7. In the event that the Owner enters into the Public Transport Agreement with the Public Transport Provider and the Bus Service is secured and is in operation in accordance with the terms of this Schedule but subsequently fails, through no fault of the Owner, prior to the expiration of the said 5 year period, the Owner shall be deemed to have complied with its obligations in this Seventh Schedule provided the Owner shall pay the Bus Service Sum or such of the sum as remains unexpended to the County Council within 7 working days of the Public Transport Provider failing to provide the Bus Service should the Owner fail in its efforts to provide a reasonable alternative Bus Service to enable the County Council to procure alternative Bus Service and/or public transport provision. For the avoidance of doubt any sum paid by the Owner to a Public Transport Provider under the terms of a Public Transport Agreement shall be deducted from the Bus Service Sum and the Owner shall pay to the County Council the amount of the Bus Service Sum as remains unexpended should

the Bus Service subsequently fail, through no fault of the Owner, prior to the expiration of the said 5 year period.

8. The Owner covenants with the County Council to complete a Section 278 Agreement prior to the Commencement of Development.

EIGHTH SCHEDULE

TRAVEL PACKS/BUS PASS CONTRIBUTIONS

1. The Owner covenants with the County Council that within 7 days of the Commencement of Development of a Phase it shall pay to the County Council the Travel Packs Contribution for that Phase.
2. The Owner covenants to pay the Bus Pass Contribution to the County Council in the following instalments:
 - 2.1 the first instalment of £21,433.12 (twenty one thousand four hundred and thirty three pounds and twelve pence) prior to the 1st Phase of Development being Commenced;
 - 2.2 the second instalment of £21,433.12 (twenty one thousand four hundred and thirty three pounds and twelve pence) prior to the 2nd Phase of Development being Commenced;
 - 2.3 the third instalment of £21,433.12 (twenty one thousand four hundred and thirty three pounds and twelve pence) prior to the 3rd Phase of Development being Commenced;
 - 2.4 the fourth instalment of £21,433.12 (twenty one thousand four hundred and thirty three pounds and twelve pence) prior to the 4th Phase of Development being Commenced;
 - 2.5 the fifth instalment of £21,433.13 (twenty one thousand four hundred and thirty three pounds and thirteen pence) prior to the 5th Phase of Development being Commenced;
 - 2.6 the sixth instalment of £21,433.13 (twenty one thousand four hundred and thirty three pounds and thirteen pence) prior to the 6th Phase of Development being Commenced;
 - 2.7 the seventh instalment of £21,433.13 (twenty one thousand four hundred and thirty three pounds and thirteen pence) prior to the 7th Phase of Development being Commenced; and
 - 2.8 the eighth and final instalment of £21,433.13 (twenty one thousand four hundred and thirty three pounds and thirteen pence) prior to the 8th Phase of Development being Commenced.

NINTH SCHEDULE

CIVIC AMENITY CONTRIBUTION

1. The Owner covenants with the County Council to pay to the County Council the Civic Amenity Contribution prior to the first Occupation of the 100th Site Wide Dwelling and further covenants with the County Council not to cause or permit the first Occupation of the 100th Site Wide Dwelling unless and until the Civic Amenity Contribution has been paid to the County Council in full

TENTH SCHEDULE

LIBRARY CONTRIBUTION

1. The Owner covenants with the County Council to pay to the County Council the Library Contribution prior to the first Occupation of the 100th Site Wide Dwelling and further covenants with the County Council not to cause or permit the first Occupation of the 100th Site Wide Dwelling unless and until the Library Contribution has been paid to the County Council in full.

ELEVENTH SCHEDULE

HIGHWAYS CONTRIBUTION

1. The Owner covenants with the County Council to pay the Highways Contribution prior to the first Occupation of the 500th Site Wide Dwelling and further covenants with the County Council not to cause or permit the first Occupation of the 500th Site Wide Dwelling unless and until the Highways Contribution has been paid to the County Council in full.

TWELFTH SCHEDULE

TRAFFIC REGULATION ORDER CONTRIBUTION

1. The Owner covenants with the County Council to pay the Traffic Regulation Order Contribution prior to Commencement of Development and further covenants with the County Council not to cause or permit the Commencement of Development unless and until the Traffic Regulation Order Contribution has been paid to the County Council in full.

THIRTEENTH SCHEDULE

PUBLIC RIGHT OF WAY CONTRIBUTION

1. The Owner covenants with the County Council to pay the Public Right of Way Contribution prior to the first Occupation of the 100th Site Wide Dwelling and further covenants with the County Council not to cause or permit the first Occupation of the 100th Site Wide Dwelling unless and until the Public Right of Way Contribution has been paid to the County Council in full

FOURTEENTH SCHEDULE

SAFE ROUTES TO SCHOOL CONTRIBUTION

1. The Owner covenants with the County Council to pay the Safe Routes to School Contribution prior to the first Occupation of the 50th Site Wide Dwelling and further covenants with the County Council not to cause or permit the first Occupation of the 50th Site Wide Dwelling unless and until the Safe Routes to School Contribution has been paid to the County Council in full

FIFTEENTH SCHEDULE

TRAVEL PLAN MONITORING CONTRIBUTION

1. The Owner covenants with the County Council to pay the Travel Plan Monitoring Contribution prior to the first Occupation of the Development and further covenants with the County Council not to cause or permit first Occupation of the Development unless and until the Travel Plan Monitoring Contribution has been paid in full.
2. The Owner covenants with the County Council to appoint a Travel Plan Co-ordinator prior to Commencement of Development and further covenants with the County Council not to cause or permit the Commencement of Development unless and until the Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

SIXTEENTH SCHEDULE

POLICE CONTRIBUTION

1. At any time prior to the first Occupation of the 75th Site Wide Dwelling, the Owner shall send a Police Contribution Notice and at the same time provide a copy to the Council. The Owner will provide the Council with a copy of any response to such notice at any time prior to the first Occupation of the 75th Site Wide Dwelling.
2. In the event that the Police and Crime Commissioner for Leicestershire fails to provide the evidence required pursuant to the Police Contribution Notice within six months of the date of the Police Contribution Notice, the Owner and the Council agree that the Police Contribution shall not be payable to the Council by the Owner under this Deed (provided that a copy of the Police Contribution Notice has been sent to the Council in accordance with paragraph 1).
3. In the event that the Police and Crime Commissioner for Leicestershire provides the Owner with the evidence required pursuant to the Police Contribution Notice within six months of the date of the Police Contribution Notice (subject to referral of any disputes in connection therewith for a decision pursuant to clause 15), the Owner covenants with the Council to pay to the Council the Police Contribution in the following instalments (together with the Index sum) save unless the Police and Crime Commissioner for Leicestershire has failed to provide the written undertaking specified in paragraph 6 of Part 2 of the Twenty First Schedule whereupon no part of the Police Contribution will be payable:
 - 3.1 the first instalment of £77,502 (seventy seven thousand five hundred and two pounds) no later than Occupation of the 260th Site Wide Dwelling;
 - 3.2 the second instalment of £61,240 (sixty one thousand two hundred and forty pounds) no later than the Occupation of the 420th Site Wide Dwelling; and
 - 3.3 the third and final instalment of £138,742 (one hundred and thirty eight thousand seven hundred and forty two pounds) no later than the Occupation of the 780th Site Wide Dwelling

SEVENTEENTH SCHEDULE
HEALTHCARE CONTRIBUTION

1. At any time prior to the first Occupation of the 75th Site Wide Dwelling, the Owner shall send a Health Contribution Notice and at the same time provide a copy to the Council. The Owner will provide the Council with a copy of any response to such notice at any time prior to the first Occupation of the 75th Site Wide Dwelling.
2. The Owner covenants with the Council to pay to the Council the Healthcare Contribution in the following instalments subject to the Council receiving the written confirmation specified in paragraph 3 of Part 1 of the Twenty First Schedule no later than the first Occupation of the 100th Site Wide Dwelling otherwise no part of the Healthcare Contribution will be payable:
 - 2.1 25% payable upon Occupation of the 100th Site Wide Dwelling;
 - 2.2 a further 25% payable upon Occupation of the 260th Site Wide Dwelling;
 - 2.3 a further 25% payable upon Occupation of the 400th Site Wide Dwelling; and
 - 2.4 the remaining 25% payable upon Occupation of the 600th Site Wide Dwelling.

EIGHTEENTH SCHEDULE

COMMUNITY FACILITY

1. The Owner covenants with the Council that prior to the first Occupation of the 500th Site Wide Dwelling the Owner shall submit to and obtain the Council's approval of all servicing proposed for the Serviced Site for the Community Facility Site.
2. The Owner covenants with the Council that prior to first Occupation of the 800th Site Wide Dwelling the Owner shall:
 - 2.1 provide a Serviced Site which shall be the Community Facility Site for the construction of the Community Facility so that the Community Facility may be subsequently completed and made available for use;
 - 2.2 execute and deliver the relevant Land Transfer to the Council for transferring the Community Facility Site to the Council in accordance with the provisions of the Twenty Third Schedule and pay the Council's reasonable legal and search fees incurred in connection with such transfer; and
 - 2.3 pay to the Council on completion of the relevant Land Transfer pursuant to paragraph 2.2 of this Schedule the Community Facility Contribution.

NINETEENTH SCHEDULE

OUTLANDS DRIVE CONTRIBUTIONS

1. The Owner covenants with the County Council to pay to the County Council the Outlands Drive Monitoring Contribution on Occupation of the 250th Site Wide Dwelling.
2. In the event that the County Council notifies the Owner in writing of its intention to make the Outlands Drive TRO in accordance with paragraph 4.2 of Part 4 of the Twenty Second Schedule the Owner shall pay to the County Council the Outlands Drive TRO Contribution within 20 working days of receiving such notification from the County Council.
3. In the event that the Outlands Drive TRO is made and confirmed and the County Council notifies the Owner in writing that the Outlands Drive TRO has been made and confirmed in accordance with paragraph 4.3 of Part 4 of the Twenty Second Schedule the Owner shall pay to the County Council the Outlands Drive Works Contribution within 20 working days of receiving such notification from the County Council.

TWENTIETH SCHEDULE
OTHER OBLIGATIONS GIVEN TO THE COUNCIL

Part 1 - Total Number of Site Wide Dwellings

1. The total number of Site Wide Dwellings to be constructed on the Site pursuant to the Planning Permission, the Full Planning Permission and the Extra Care Planning Permission shall not exceed 850 dwellings.

Part 2 - Retail Unit Site

2. Within 1 month after the Commencement of Development the Owner will submit a Marketing Strategy to the Council and obtain its approval to a Marketing Strategy to determine how, to whom and by whom the Retail Unit Site should be marketed, to secure appropriate local and regional media publicity, and of the local commercial letting agents to be instructed.
3. The Owner shall use reasonable endeavours to agree the Marketing Strategy within 3 months of its submission to the Council but if no agreement has been reached within that period then either party may refer agreement of the Marketing Strategy for determination in accordance with clause 15 of this Deed.
4. The Owner shall implement the approved Marketing Strategy within 28 days of its approval or determination in accordance with clause 15 of this Deed for the period of time set out and agreed in the Marketing Strategy and provide the evidence specified in the Marketing Strategy to the Council of the Owner's reasonable endeavours to comply with the Marketing Strategy by way of copy documentation, adverts, websites and all other relevant correspondence.
5. The Owner shall prior to the Occupation of the 300th Site Wide Dwelling on the Site provide a Serviced Site for the construction of a retail unit so that a retail unit may be subsequently completed and made available for occupation by end users.
6. If the Owner has used reasonable endeavours to market the Retail Unit Site in accordance with the approved Marketing Strategy and the sale of all or any part of the Retail Unit Site remains uncompleted by the Occupation of the 800th Site Wide Dwelling:
 - 6.1 the Owner shall provide the Council with details of any offers or queries received in respect of the Retail Unit Site for the Council to consider;
 - 6.2 if the Council considers that any of the offers are acceptable first refusal to purchase the Retail Unit Site should be given to the Council or any other body which the Council deems appropriate ("**Nominated Body**"), the Council or Nominated Body (as the case may be) shall confirm to the Owner, in writing, whether it will purchase the Retail Unit Site within 3 months of the Owner providing the Council with details of any offers or queries received in respect of the Retail Unit Site pursuant to paragraph 6.1
 - 6.3 if within the 3 month period specified in paragraph 6.2 the Council or Nominated Body confirms that it will purchase the Retail Unit Site, the Owner shall use reasonable

endeavours for a period of 6 months to complete a contract to transfer or lease the whole or relevant part of the Retail Unit Site (as the case may be) to the Council or Nominated Body on reasonable and acceptable terms to the Owner and the Council or Nominated Body.

7. If the Council or a Nominated Body decide not to purchase or lease the Retail Unit Site or fails to respond in writing to the Owner within the 3 month timescale specified in paragraph 6.2 the Council shall consider an application from the Owner to release all or part of the Retail Unit Site for alternative uses.

Part 3 – Local Employment Agreement

8. The Owner covenants with the Council that:-
 - 8.1 at least 60 days before Commencement of Development it shall submit a Local Employment and Training Strategy in relation to the construction of the Development to the Council for its approval (such approval not to be unreasonably withheld or delayed); and
 - 8.2 it shall implement the Local Employment and Training Strategy for the duration of the construction of the Development as set out in the approval of the Council; and
 - 8.3 within 1 month of a written request from the Council, the Owner shall supply the Council with documentation and information evidencing the Owner's compliance with the obligations in this Part 3.
 - 8.4 the Council covenants with the Owner that within 28 days of the submission by the Owner of the Local Employment and Training Strategy for the construction of the Development the Council shall either approve the Local Employment and Training Strategy or suggest reasonable amendments thereto in writing SAVE that if at the end of the 60 days period referred to in paragraph 8.1 the Council has not approved the Local Employment and Training Strategy or provided comments in writing suggesting appropriate amendments to the Local Employment and Training Strategy either party may refer the matter to an expert for determination under clause 15.

Part 4 – Town Centre Improvements Contribution

9. The Owner covenants with the Council to pay to the Council the Town Centre Improvements Contribution in the following instalments:
 - 9.1 30% on Occupation of the 260th Site Wide Dwelling; and
 - 9.2 the remaining 70% on Occupation of the 650th Site Wide Dwelling.

TWENTY FIRST SCHEDULE
THE COUNCIL'S COVENANTS WITH THE OWNER

Part 1 - Healthcare Contribution

1. To hold the Healthcare Contribution in an interest bearing account from the date of receipt of each instalment until the date of payment to the Relevant Health Body in accordance with this Deed
2. To notify the Relevant Health Body within 14 Working Days of receipt of the Healthcare Contribution that the Council is in receipt of the Health Contribution
3. To pay the Healthcare Contribution to the Relevant Health Body upon receipt of written confirmation from the Relevant Health Body (addressed to the Council and the Owner) that they will:
 - 3.1 apply the Healthcare Contribution for the purposes set out in this Deed;
 - 3.2 provide full details of the expenditure of the Healthcare Contribution on demand to the Council or to the Owner PROVIDED THAT no such demand shall be made before the expiry of three years from the date of receipt of the Healthcare Contribution by the Council and such demands shall not be made more frequently than once a quarter thereafter; and
 - 3.3 return any unspent and/or uncommitted part of the Healthcare Contribution to the Council or the Owner after the expiry of five years from the date of receipt of the final instalment of the Healthcare Contribution by the Council regardless of when the same was paid to the Relevant Health Body
 - 3.4 specify the purposes for which the Healthcare Contribution is to be spent giving details of the programme of works and anticipated expenditure
4. The Council covenants to repay to the Owner any unspent monies received by the Council (if any) within 28 Working Days of receipt from the Relevant Health Body

Part 2 - Police Contribution

5. To hold the Police Contribution in an interest bearing account from the date of receipt of each instalment until the date of payment to the Police and Crime Commissioner for Leicestershire
6. The Council covenants with the Owner to pay the Police Contribution to the Police and Crime Commissioner for Leicestershire only upon receipt of a written undertaking for the benefit of the Council and of the Owner from the Police and Crime Commissioner for Leicestershire not later than the first Occupation of the 250th Site Wide Dwelling that it will:-
 - 6.1 apply the Police Contribution for the purposes set out in this Deed;
 - 6.2 provide full details of the expenditure of the Police Contribution on demand to the Council or to the Owner PROVIDED THAT no such demand shall be made before the expiry of three

years from the date of receipt of the Police Contribution by the Council and such demands shall not be made more frequently than once a year thereafter;

- 6.3 return any unspent and/or uncommitted part of the Police Contribution and any interest accrued thereon to the Council or the Owner after the expiry of five years from the date of receipt of the final instalment of the Police Contribution by the Council regardless of when the same was paid to the Police and Crime Commissioner for Leicestershire; and
- 6.4 recruit or has recruited the additional staff which justifies the Police Contribution in accordance with the evidence set out in the Police Contribution Notice
- 7. The Council covenants with the Owner to repay to the Owner any unspent monies received by the Council (if any) within 28 Working Days of receipt from the Police and Crime Commissioner for Leicestershire

Part 3 - On Site Open Space

- 8. Where the Owner has invited the Council to inspect the On Site Open Space the Council shall either:
 - 8.1 being satisfied that in their reasonable opinion the On Site Open Space within a Phase has been completed and laid out in accordance with the On Site Open Space Scheme issue the Completion Certificate; or
 - 8.2 being satisfied that in their reasonable opinion the On Site Open Space within a Phase has been completed, laid out and maintained in accordance with the On Site Open Space Scheme issue the Final Certificate; or
 - 8.3 where the Council is not so satisfied that in their reasonable opinion the On Site Open Space within a Phase has been completed, laid out and maintained in accordance with the On Site Open Space Scheme inform the Owner of such defects in writing as the Council reasonably believes to exist and such process may be repeated in accordance with paragraphs 5 and 7 of the Third Schedule.
- 9. In the event that all or any of the On Site Open Space Maintenance Sum received by the Council is not applied and/or committed within 20 years of the receipt of the final payment or instalment due to the Council under this Deed to refund to the Owner any unexpended and uncommitted contribution along with any interest accrued within 28 days of a written request from the Owner to do so
- 10. In the event that the On Site Open Space (or part thereof) is transferred to the Council in accordance with the terms of this Deed the Council covenants with the Owner to maintain the On Site Open Space (or part thereof) in accordance with the On Site Open Space Scheme

Part 4 – General

11. To provide the Owner with information and details of the expenditure of the contributions payable to the Council under this Deed within 28 days of receiving a written request from the Owner provided such requests are not made more than once per year.
12. Save as provided in Parts 1 to 3 and Parts 5 and 6 of this Schedule in the event that any monies payable pursuant to this Deed have not been expended and/or committed within five years of the date of payment of the final instalment of the relevant monies or contribution to the Council the Council shall within 28 days of demand repay to the Owner any unexpended and uncommitted monies together with any interest that has accrued thereon (excluding for the avoidance of doubt any such monies that have been transferred to any other person or body for the purposes set out in this Deed, any such monies are to be repaid in accordance with this Schedule)
13. The Owner for the purposes of paragraphs 3 and 4 of Part 1 of this Schedule, paragraphs 6, 6.2, 6.3 and 7 of Part 2 of this Schedule, paragraph 9 of Part 3 of this Schedule, paragraph 11 of this Part 4 of this Schedule, paragraph 20 of Part 6 of this Schedule and for repayment of the Community Facility Contribution in accordance with paragraph 15 of Part 5 of this Schedule shall mean the Owner at the date of this Deed or any persons who are currently directors of the Owner company or any person they shall nominate to receive the repayment of any monies that may fall due to the Owner pursuant to the said paragraphs

Part 5 – Community Facility

14. The Council covenants with the Owner:
 - 14.1 to use reasonable endeavours to enter into a contract for the construction of the Community Facility on the Community Facility Site within 3 years of the Owner transferring the Community Facility Site to the Council pursuant to paragraph 2.2 of the Eighteenth Schedule;
 - 14.2 to use reasonable endeavours to build, provide and deliver the Community Facility on the Community Facility Site within 6 years of the Owner transferring the Community Facility Site to the Council pursuant to paragraph 2.2 of the Eighteenth Schedule; and
 - 14.3 to comply with all planning conditions attached to the Planning Permission in respect of the Community Facility and the Community Facility Site.
15. In the event that the Council fails to enter into a contract for the construction of the Community Facility on the Community Facility Site in accordance with paragraph 14.1 of this Schedule the Council shall transfer the Community Facility Site back to the Owner and repay the Community Facility Contribution to the Owner within 6 months of the period in paragraph 14.1 expiring without the contract for the construction of the Community Facility having been entered into or the period in paragraph 14.2 expiring without the Community Facility having been built.

Part 6 – Affordable Housing

16. The Council covenants with the Owner to adhere to and fully cooperate with the Affordable Housing provisions as set out in the Second Schedule.
17. Where the Council's approval is sought the Council shall not unreasonably withhold or delay such approval.
18. Where the Council is required to respond to the Owner in writing the Council shall respond to the Owner in good time and in any event on or before the timescales as set out in the relevant paragraphs of the Second Schedule
19. In the event an Affordable Housing Commuted Sum, a Discounted Sale Commuted Sum 1 or a Discounted Sale Commuted Sum 2 is payable to the Council pursuant to this Deed, the Council covenants with the Owner to use any Affordable Housing Commuted Sum or a Discounted Sale Commuted Sum received from the Owner towards the provision of Affordable Housing within the Borough of Hinckley.
20. In the event that any of the Affordable Housing Commuted Sum, Discounted Sale Commuted Sum 1 or Discounted Sale Commuted Sum 2 paid to the Council pursuant to this Deed is not applied for the purposes specified in paragraph 19 above or has not been expended within 10 years of the date of payment of the final instalment of the relevant contribution to the Council the Council shall within 28 days of demand from the person who made the payment repay to the Owner any unexpended monies together with any interest that has accrued thereon.

Part 7 – Local Employment and Training Strategy

21. The Council covenants with the Owner to comply with its obligations in paragraph 8.4 of Part 3 of the Twentieth Schedule.

Part 8 – Retail Unit

22. The Council covenants with the Owner to adhere to and fully cooperate with the Retail Unit Site provisions as set out in Part 2 of the Twentieth Schedule.
23. Where the Council's approval is sought the Council shall not unreasonably withhold or delay such approval.
24. In the event that paragraph 6 Part 2 of the Twentieth Schedule applies, the Council shall comply with its obligations in paragraphs 6.1 and 6.2 of Part 2 of the Twentieth Schedule.

TWENTY SECOND SCHEDULE
THE COUNTY COUNCIL'S COVENANTS WITH THE OWNER

Part 1 - Travel Pack Contribution

1. The County Council covenants with the Owner pursuant to S106 of the Act that on payment of the Travel Packs Contribution the County Council shall produce and distribute the Travel Packs to the first occupiers upon first Occupation of each Dwelling on the Site.

Part 2 - Bus Pass

2. The County Council covenants with the Owner pursuant to S106 of the Act to supply up to a maximum of two Bus Passes per Dwelling to each first occupant in the circumstances where the occupant submits a valid bus pass application form (contained within the Travel Pack which shall include two such forms) for a Bus Pass within 6 months of first Occupation of a Dwelling by the occupant.

Part 3 – The School

3. The County Council covenants with the Owner:
 - 3.1 to enter into a contract for the construction of the School on the School Site within 6 months of the Owner paying to the County Council the final instalment of the 1st Primary Education Contribution payable in accordance with paragraph 2 of the Sixth Schedule (unless a shorter period is agreed in writing between the Owner and the County Council);
 - 3.2 to build, provide and deliver the School on the School Site prior to the first Occupation of the 100th Site Wide Dwelling;
 - 3.3 to comply with all planning conditions attached to the Planning Permission in respect of the School and the School Site; and
 - 3.4 to submit to the Council the School Travel Plan for the Council's prior approval in writing and to implement said School Travel Plan prior to the opening of the School.

Part 4 – Outlands Drive Contributions

4. The County Council covenants with the Owner:
 - 4.1 to complete the Outlands Drive Monitoring within 6 months of the County Council receiving payment of the Outlands Drive Monitoring Contribution from the Owner;
 - 4.2 within 6 months of the completion of the Outlands Drive Monitoring the County Council shall notify the Owner in writing whether or not it intends on making the Outlands Drive TRO, for the avoidance of doubt the decision to make the Outlands Drive TRO is at the County Council's discretion;
 - 4.3 if the County Council elects, at its absolute discretion, to make the Outlands Drive TRO and the Outlands Drive TRO is made the County Council shall notify the Owner in writing within 20 working days of the date the Outlands Drive TRO is made that the Outlands Drive TRO has been made;

- 4.4 to carry out the Outlands Drive Works within 12 months of the County Council receiving the Outlands Drive Works Contribution from the Owner.
5. If the County Council fails to notify the Owner of its intention to make the Outlands Drive TRO within the 6 month timescale set out in paragraph 4.2 of this Part the Outlands Drive TRO Contribution and the Outlands Drive Works Contribution will not be payable by the Owner under this Deed.
6. In the event that the County Council fails to carry out the Outlands Drive Works within the 12 month timescale set out in paragraph 4.4 of this Part the County Council shall within 28 days of demand from the person who made the payment repay to the Owner the Outlands Drive Works Contribution together with any interest that has accrued thereon

Part 5 - General

7. The County Council covenants with the Owner pursuant to S106 of the Act as follows:
 - 7.1 to use all contributions payable to the County Council pursuant to this Deed solely for the purposes specified
 - 7.2 in the event that any monies payable pursuant to this Deed are not applied to the purposes specified or have not been expended within seven years of the date of payment (and in the case of monies paid in instalments the date of payment of the final instalment) the County Council shall within 28 days of demand from the person who made the payment repay to the Owner any unexpended monies together with any interest that has accrued thereon save in the case of the Highways Contribution the period of ten years (calculated from the date of payment of the final instalment in the case of instalment payments) and not seven shall apply.
 - 7.3 The Owner for the purposes of paragraphs 6 and 7.2 above shall mean the Owner at the date of this Deed or any persons who are currently directors of the Owner company or any persons they shall nominate to receive the repayment of any monies that may fall due to the Owner pursuant to the said paragraph.
 - 7.4 To provide the Owner with information and details of the expenditure of the contributions payable to the County Council under this Deed within 28 days of receiving a written request from the Owner provided such requests are not made more than once per year.

TWENTY THIRD SCHEDULE

TRANSFER OF LAND

1. Where the School Site, the Community Facility or any part of the On Site Open Space is to be transferred to the County Council or the Council (as the case may be) the Owner and/or the Council shall transfer ownership to the County Council or the Council (as the case may be) in accordance with the requirements set out below.
- 1.1 The School Site, the Community Facility, the Playing Pitches, the Equipped Children's Play Areas or the other On Site Open Space or any part thereof (as the case may be) is transferred:
 - 1.1.1 as a Serviced Site (which in the case of any part of the Playing Pitches shall be on the basis of services provided by the Owner for the Playing Pitches and not requiring any additional services for the School Extension); and
 - 1.1.2 with vacant possession free from any financial or any other encumbrances on completion which in relation to the School Site (or any part of the Playing Pitches to be used to enlarge the School for the School Extension) shall prevent its use as a School
- 1.2 The Owner and/or Council shall transfer the freehold interest with Full Title Guarantee
- 1.3 The Standard Conditions of Sale (Fifth Edition) shall be deemed to be incorporated so far as they are not inconsistent with the provisions of these conditions
- 1.4 Title should be deduced in accordance with the Land Registration Act 2002
- 1.5 The purchase price is £1 consideration
- 1.6 In the transfer of the On Site Open Space (other than the Playing Pitches) to the Council the Council will covenant with the transferor for themselves and their successors in title that the same will run with and bind the land into whosoever hands the same may pass:
 - 1.6.1 not to develop the On Site Open Space or any part thereof for any purpose whatsoever save for the erection of non-commercial buildings and/or structures ancillary to its recreational purposes to the intent that it shall remain in perpetuity as public open space for the enjoyment of the general public; and
 - 1.6.2 to maintain the On Site Open Space in reasonable condition to a reasonable standard and conforming to good horticultural practice compatible with its continuing use as public open space
- 1.7 In the transfer of the Playing Pitches to the Council the Council will covenant with the transferor for themselves and their successors in title that the same will run with and bind the land into whosoever hands the same may pass:

- 1.7.1 not to develop the Playing Pitches or any part thereof for any purpose whatsoever save for the purpose of Playing Pitches and associated facilities and/or educational use and associated facilities
- 1.7.2 subject to paragraph 1.7.3 below, to maintain the Playing Pitches in reasonable condition to a reasonable standard and conforming to good horticultural practice compatible with its continuing use as public open space
- 1.7.3 to ensure that the Playing Pitches are available for use by the School for no more than £1 during the school year and that 1ha is to be reserved to enable the School to be enlarged if so required by the County Council in accordance with paragraph 15 of the Third Schedule of this Agreement

TWENTY FOURTH SCHEDULE

GIFTABLE AH UNITS : DETERMINATION OF AMOUNT AND IDENTITY OF PROPOSED UNITS

Calculation

1. In the event that the cascade mechanism(s) in the Second Schedule apply and the Council elects to accept Giftable Affordable Housing Units the relevant number of Giftable Affordable Housing Units will be calculated as follows:

- 1.1 first, the number of Affordable Housing Units to be provided as Giftable Affordable Housing Units shall be calculated using the following formula :

Gifted Square Metres = Total Affordable Rented Units Square Metres – Retained Square Metres

where:

Total Affordable Rented Units Square Metres = the total square meterage of the Affordable Rented Units to be provided on a Phase

Retained Square Metres = Total Costs to Recover / Net Sales Proceeds per SqM

(Total Costs to Recover = Total Build Cost of the Affordable Rented Units + Social Housing Profit of 6%)

Net Sale Proceeds = OMV of the Affordable Housing Rented Units – sales overheads of 1.25% of the OMV of the Affordable Rented Units

Total Build Cost of the Affordable Rented Units = the build cost of the Affordable Rented Units including plot costs, external development, professional fees and site overheads); and

- 1.2 second, the number (calculated using the formula above), size and location of Giftable Affordable Housing Units as Affordable Housing Units using the Affordable Housing Option A Base Mix or Affordable Housing Option B Base Mix (as the case may be) (or as close to it as reasonably possible) that are to be provided on the Site (or on each Phase as the case may be) by the Owner and transferred to the Council in accordance with this Deed shall be:

- 1.2.1 submitted by the Owner to the Council together with an open book assessment of its calculation sufficient for the Council's own assessor (who may be externally appointed) to review, validate and report on it to the Council at the Owner's expense; and

- 1.2.2 agreed in writing between the Owner and the Council or in the event of a dispute determined by an expert under Clause 15.

Gifted Unit Worked Example

Total Affordable Housing Square Metres	=	550 square metres
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Retained Square Metres	=	Total Costs To Recover £1,257,600
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Net Sales Proceeds per sq m **£3229.20**

= **389.45 square metres**

Total Cost To Recover = Total Build Cost of Affordable Rented Units + social housing profit of 6%

Net Sales Proceeds = OMV of the Affordable Rented Units – sales overheads of 1.25% [of the OMV of the Affordable Rented Units]

Total Build Cost of Affordable Rented Units = means the build cost of the Affordable Rented Units including plot costs, external development, professional fees and site overheads

Gifted Square Metres	=	Total Affordable Rented Units Square Metres – Retained Square Metres
	=	160.44 square metres

Gifted Units:	1 x 2 bed House @ 68 square metres
	1 x 3 bed House @ 82 square metres

NB these figures are for indicative purposes only.

IN WITNESS WHEREOF this Deed is executed as a DEED in the manner hereinafter appearing the day and year first before written

THE COMMON SEAL of HINCKLEY and
BOSWORTH BOROUGH COUNCIL

was hereunto affixed in the
presence of:-


An Authorised Person (LEGAL
SERVICES
MANAGER)



11978

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

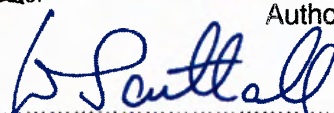
Authorised Signatory





34520

EXECUTED as a DEED
By BLOOR HOMES LIMITED
acting by its
two Directors or a Director and Secretary


Director
G. Crisp
Authorised Signatory

DIRECTOR/SECRETARY
AUTHORISED SIGNATORY
D. SOUTHALL

EXECUTED as a DEED

By JOHN W SHEPPARD (WYKIN) LIMITED

acting by two

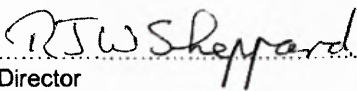
Directors or a Director and Secretary

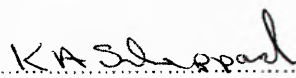
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Director


Director/Secretary