Engrossment

DATE 1st February 2008

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

LEICESTERSHIRE COUNTY COUNCIL

- and -

R P N UNDERWOOD & SON LIMITED

- and -

THE ROYAL BANK OF SCOTLAND PLC

PLANNING AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Relating to the residential development of land
at lands fronting Main Street Newbold Verdon Leicestershire

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

THIS AGREEMENT is made the 1st day of February 2008

BETWEEN

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

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

(3) R P N UNDERWOOD & SON LIMITED (Company Registration Number 01040639) whose registered office is situate at 51-57 Upper Bond Street Leicester LE1 4SX ("the Owner")

(4) ROYAL BANK OF SCOTLAND PLC of St John's House East Street Leicester LE1 6NB ("the Mortgagee")

RECITALS

A. The Borough Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Land is situated

B. The County Council is a Local Planning Authority and the Local Education Authority for the area within which the Land is situate

C. The Owner is the owner in fee simple in possession of the Land

D. The Mortgagee is mortgagee of the Land under a legal mortgage dated 5 April 2007 and made between the Owner and the Mortgagee

E. The Owner has applied to the Borough Council for planning permission to carry out the Development

F. To facilitate the Development the Borough Council require the payment of the Health Contribution, the Education Contribution, the Civic Amenity Contribution, the Off-Site Open Space Contribution, the Library Facilities Contribution and the Monitoring Costs Contribution

G. The Borough Council has resolved to grant the Planning Permission for the Development and subject to the making of this Agreement without which planning permission for the development would not have been granted

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

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

"Civic Amenity Contribution"	the sum of Five Hundred and Thirteen pounds (£513.00) as a contribution towards the provision and/or improvement and maintenance of the civic amenity site at Barwell
"Commencement of Development"	shall mean the time when the development is initiated or begun by carrying out any of the operations specified in Section 56(4) (a) (b) (c) or (d) of the Planning Act (other than works of demolition site clearance and fencing survey soil tests or archaeology tests) and "Commence" or "Commenced" shall mutatis mutandis be construed accordingly
"Development"	residential development of the Land pursuant to the Planning Permission
"Education Contribution"	the sum of Sixteen Thousand Three Hundred and Thirty Seven pounds (£16,337.00) as a contribution towards the cost of the provision and enhancement of educational facilities at schools which would ordinarily be expected to be attended by residents of the Development
"Health Contribution"	the sum of Nine Thousand pounds (£9,000.00) towards the improvement of healthcare provision

	which would ordinarily be expected to serve the residents of the Development
"the Land"	the Land as described in the First Schedule hereto
"Library Facilities Contribution"	the sum of Six Hundred and Ninety Six pounds Eleven pence (£696.11) as a contribution towards the cost of the provision and enhancement of library facilities at libraries which would ordinarily be expected to be attended by residents of the Development
"Monitoring Costs Contribution"	the sum of two hundred and fifty pounds (£250.00) or 0.5% of the value of the total contribution (whichever is the greater) per obligation towards the County Council's costs of monitoring compliance with the obligations contained in the Fifth Schedule hereto
"Off-Site Open Space Contribution"	the sum of Fourteen Thousand Eight Hundred and Ninety Two pounds (£14,892.00) comprising Six Thousand Eight Hundred and Seventeen pounds Eight pence (£6,817.08) in respect of the provision and/or improvement of open space ("the Provision Sum") and Eight Thousand and Seventy Four pounds Ninety Two pence (£8,074.92) in respect of the maintenance of such open space ("the Maintenance Sum") as a contribution towards the provision and/or improvement and maintenance of open space in

	lieu of the provision of open space within the Development
"Plan"	the plan annexed hereto
"Planning Act"	the Town and Country Planning Act 1990 (as amended)
"Planning Application"	the Planning Application made by the Owner to the Borough Council on 6 August 2007 reference number 07/00940/FUL for detailed planning permission for the Development
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application for the Development in the form annexed hereto

1.2 In this Agreement

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

1.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall include the failure to perform any positive obligation) other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of such interest in such land or the part thereof in respect of which such breach occurs

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

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

26648(9)

10630

[redacted]

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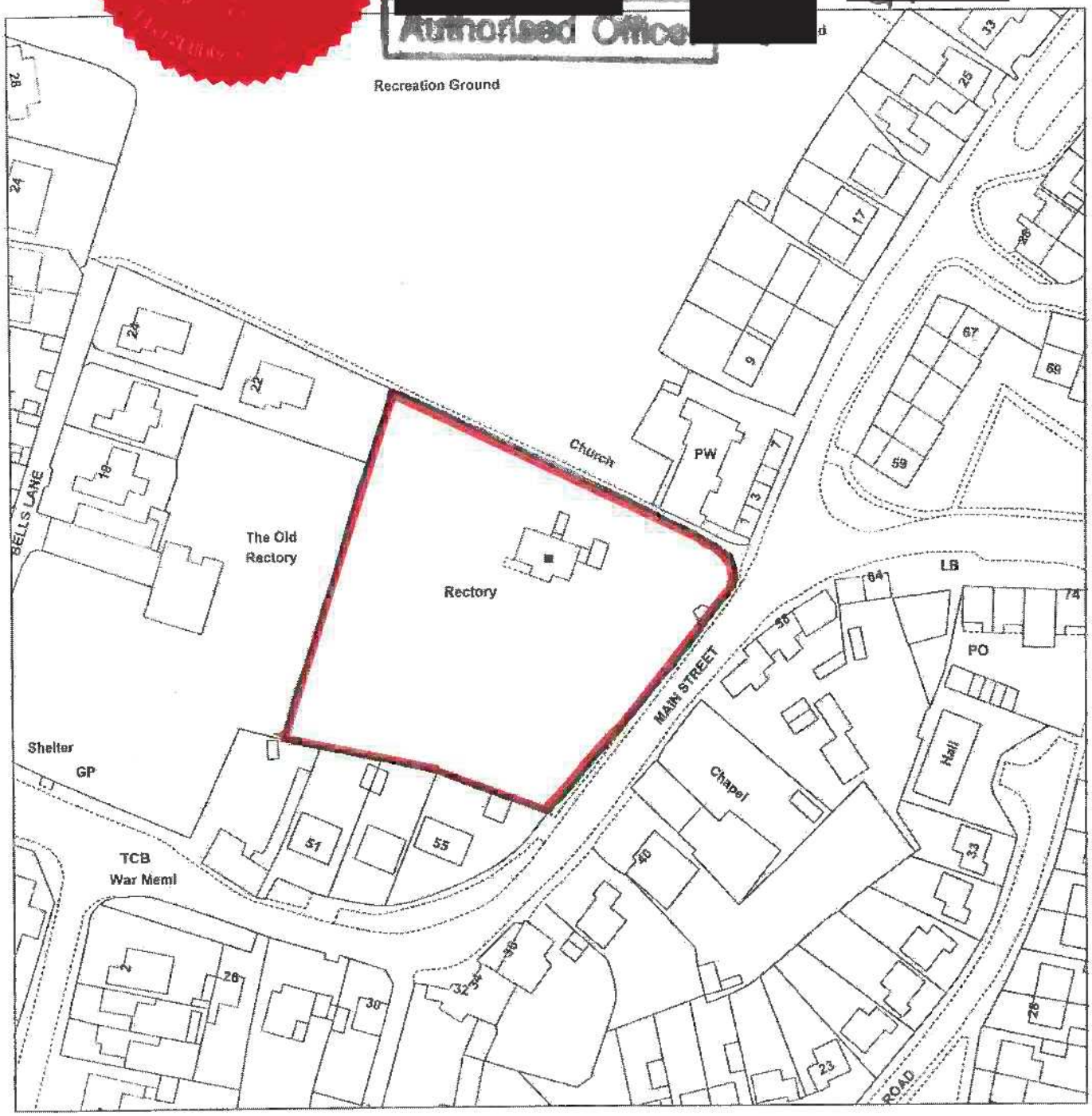
Authorised Office[redacted]



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

Town and Country Planning Act 1990

Name and Address of Applicant
RPN Underwood & Son Limited
51/57 East Bond Street
Leicester
LE1 4SX

Name and Address of Agent (If any)
Frederic Chadburn
137 Forest Road
Coalville
Leicestershire
LE67 3SP

Part I - Particulars of Application

Date of Application	**Application No.**
6 August 2007	07/00940/FUL

Particulars and location of development:

ERECTION OF 13 DWELLINGS WITH ASSOCIATED PARKING AND ACCESS

The Rectory 57 Main Street Newbold Verdon Leicester Leicestershire

Part II - Particulars of decision

SUMMARY OF DECISION - The proposal is in conformity with Policy/Policies BE1, BE5, BE7, BE14, RES5, NE2, NE12, T5, IMP1and REC3 of the Hinckley and Bosworth Local Plan. Planning permission is granted subject to conditions.

In pursuance of its powers under the Town and Country Planning Act 1990, the Hinckley and Bosworth Borough Council grants permission for the carrying out of the development referred to in Part I hereof in accordance with the application form and plans submitted, subject to the following conditions:-

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

2. This permission relates to the application as revised by amended plan Nos. FC:3208:A, FC:3207:A, FC:3206:A, FC:3174:D, FC:3175:C, FC:3176:D, FC:3198:B, FC:3199:B, FC:3177:D, FC:3178:E, FC:3179:C, FC:3180:C, FC:3181:B, FC:3200:B, FC:3201:B, FC:3205 received by the Local Planning Authority on 19th December 2007.

3. Notwithstanding the submitted details, before development commences, representative samples of the types and colours of materials to be used on the external elevations of the proposed dwellings, garages and car-ports shall be deposited with and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with those approved materials.

4. Before any development commences, representative samples of the types and colours of materials to be used on the access drive, and in the hard landscaped courtyard, parking courts and turning areas shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details.

5. Before development commences, full details of the window style, reveal, cill, and header treatment shall be submitted to and approved in writing by the Local Planning Authority. The works shall be implemented in accordance with the approved details.

6. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or re-enacting that Order with or without modification) development within Schedule 2, Part 1; Classes A to F inclusive shall not be carried out unless planning permission for such development has first been granted by the Local Planning Authority.

Continued....

7. The applicant, or their agents or successors in title, must secure the implementation of a programme of archaeological work, comprising the production of an appropriate report and deposition of the project archive. This should be completed in accordance with the agreed scheme of work that has been approved on behalf of the planning authority.

8. No development shall commence on site until details of the method of disposal of surface and foul water drainage have been submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details.

9. A public surface water sewer crosses the site and shall not be built over or nearer to than 2.5 metres, unless otherwise agreed in writing with the Local Planning Authority.

10. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hard standings shall be passed through trapped gullies with an overall capacity compatible with the site being drained.

11. Before first use of the development hereby permitted, drainage shall be provided within the site such that surface water does not drain into the public highway and thereafter shall be so maintained.

12. The car parking spaces and turning areas indicated on the approved plan shall be provided before first occupation of the dwellings hereby permitted and retained for such use at all times thereafter.

13. The existing vehicular access shall be closed permanently within one week of the new access being brought into use and the existing vehicular crossings reinstated to the satisfaction of the Local Planning Authority in consultation with the Highway Authority.

14. If any vehicular access gates, barriers, bollards, chains or other such obstructions are to be erected they shall be set back a minimum distance of 7 metres behind the highway boundary and shall be hung so as to open inwards only.

15. Before first occupation of the dwellings hereby permitted, 2.0 metre by 2.0 metre pedestrian visibility splays shall be provided on the highway boundary on both sides of the access with nothing within those splays higher than 0.6 metres above ground level and shall be so maintained in perpetuity, where in the control of the applicant.

16. Notwithstanding the submitted details, before first occupation of any of the dwellings hereby permitted, visibility splays of 2.4 metres by 70 metres shall be provided at the junction of the access with Main Street. These shall be in accordance with the standards contained in the current County Council design guide and shall be so maintained in perpetuity. Nothing shall be allowed to grow above a height of 0.9 metres above ground level within the visibility splays.

17. The approved soft landscaping scheme shall be carried out in accordance with the approved details and maintained for a period of five years from the date of planting. During this period any trees or shrubs that die or are damaged, removed or seriously diseased shall be replaced by trees or shrubs of a similar size and species to those originally planted unless otherwise agreed in writing by the Local Planning Authority.

18. Before any development is commenced on site, including site works of any description, each of the trees (indicated by number on the attached plan) shall be securely fenced off by protective fencing on a scaffolding framework in accordance with B.S. 5837 erected in a circle round each tree at a radius from the bole of 3 metres or to coincide with the extremity of the canopy of the tree, whichever is the greater. Within the areas so fenced off, the existing ground level shall be neither raised nor lowered, (except as may be approved by the Local Planning Authority as part of the development) and no materials, equipment, machinery or temporary buildings or surplus soil shall be placed or stored thereon. If any trenches for services are required in the fenced off areas, they shall be excavated by and back-filled by hand and any tree roots encountered with a diameter of 5 centimetres or more shall be left un-severed.

19. For the period of construction of the development within the site, vehicle parking facilities shall be provided within the site and all vehicles associated with the development shall be parked within the site.

Continued....

20. For the period of construction of the development vehicle wheel cleansing facilities shall be provided within the site and all vehicles exiting the site shall have all tyres and wheels cleaned before entering the highway.

The reasons for the conditions are:-

1. To comply with the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004.

2. To define the permission.

3-5 To ensure that the development has a satisfactory external appearance to accord with policy BE1 and BE7 of the adopted Hinckley & Bosworth Local Plan.

6. To safeguard the amenities of neighbouring properties and in the interests of visual amenity to accord with policies BE1 and BE7 of the adopted Hinckley and Bosworth Local Plan.

7. To ensure the submission of a report and the satisfactory deposition of the archive in accordance with BE14 of the adopted Hinckley and Bosworth Local Plan.

8. To ensure that the development is provided with a satisfactory means of drainage as well as to reduce the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution in accordance with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

9. To maintain essential access for maintenance, repair, renewal and to protect the structural integrity of the public sewerage system in accordance with Policy BE1 of the adopted Hinckley and Bosworth Local Plan.

10. To prevent pollution of the water environment to accord with Policy NE2 of the adopted Hinckley and Bosworth Local Plan.

11. To reduce the possibility of surface water from the site being deposited in the highway causing danger to road users to accord with policy BE1 of the adopted Hinckley and Bosworth Local Plan.

12. To ensure that adequate parking and turning facilities are available to serve the development and to ensure that vehicles may enter and leave the site in a forward direction to accord with policy BE1 of the adopted Hinckley and Bosworth Local Plan.

13. To reduce the number of vehicular accesses to the site and consequently reduce the number of potential conflict points to accord with Policy T5 of the adopted Hinckley and Bosworth Local Plan.

14. To enable a vehicle to stand clear of the highway whilst the gates are opened to accord with Policy T5 of the adopted Hinckley and Bosworth Local Plan.

15. In the interests of pedestrian safety to accord with Policy T5 of the adopted Hinckley and Bosworth Local Plan.

16. To afford adequate visibility at the junction to cater for the expected volume of traffic joining the existing highway network and in the interests of general highway safe to accord with Policy T5 of the adopted Hinckley and Bosworth Local Plan.

17. To ensure that the work is carried out within a reasonable period and thereafter maintained to accord with policy BE1 of the adopted Hinckley & Bosworth Local Plan.

18. To ensure that the existing trees on site are retained and protected and in the interests of visual amenity to accord with policy BE1 and BE5 of the adopted Hinckley and Bosworth Local Plan.

Continued....

19. To ensure that adequate off-street parking provision is made to reduce the possibility of the proposed development leading to on-street parking problems in the area during construction to accord with Policy T5 of the adopted Hinckley and Bosworth Local Plan.

20. To reduce the possibility of deleterious material (mud, loose stones etc) being deposited in the highway causing danger for road users to accord with Policies BE1 and T5 of the adopted Hinckley and Bosworth Local Plan.

NOTES TO APPLICANT:-

1. Bats, nesting birds, great crested newts and certain other species are protected by law. If any such species are discovered before or during the works the works must be suspended and the local office of Natural England contacted for advice.

2. This permission does not grant approval under the Building Act 1984 and the Building Regulations 2000 (as amended) for which a separate application may be required. You are advised to contact the Building Control Section.

3. In relation to Condition 3, given that this important site is within the setting of a Listed Building and within the Newbold Verdon Conservation Area, the Local Planning Authority will expect natural materials to be used on the external elevations of the approved development.

4. All works within the limits of the Highway with regard to the access shall be carried out to the satisfaction of the Southern Area Manager (01530 287202).

5. The applicant's attention is drawn to the presence of a surface water sewer that crosses the north-east corner of the site which must not be built over. The developer is advised to contact Severn Trent Water Limited for further details.

6. The applicant's attention is drawn to the contents of the attached reports provided by the Leicestershire County Council in relation to the adjacent public footpath that borders the site and Severn Trent water Limited in relation to the public surface water sewer.

7. The applicant is reminded that any works to or removal of trees protected by the Tree Preservation Order covering the site will require separate consent.

8. The applicant is advised that any future application to further increase the number of dwellings on the site is unlikely to be considered favourably by the Local Planning Authority as it is considered that this is likely to have a detrimental impact on the adjacent Listed Building and its setting within the Newbold Verdon Conservation Area.

PETER CASH
PROPER OFFICER OF THE COUNCIL

Date:- 18 January 2008

force.

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

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

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

1.2.8 This Agreement shall not be enforceable against owners or occupiers of or the tenants in dwellings constructed pursuant to the Planning Permission nor any mortgagee or chargee of such person

2. STATUTORY BASIS

This Agreement is made pursuant to Section 106 of the Planning Act Section 111 of the Local Government Act 1972 and in pursuance of all other powers enabling the parties hereto respectively with the intention that the covenants given by the Owner in this Deed bind (so far as provided by this Agreement) its successors in title (being owners for the time being of the owners interests or a part thereof in the Land)

3. PLANNING OBLIGATION

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

3.2 The covenant contained in clause 4.2 is also enforceable by the County Council

4. THE OWNERS COVENANTS

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

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

5. THE BOROUGH COUNCIL'S COVENANTS

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

6. THE COUNTY COUNCIL'S COVENANTS

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

7. GENERAL

7.1 This Agreement is a local land charge and shall be registered as such

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

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

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

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

7.3.3 in the case of the Owner shall be sent by ordinary post to its registered office or the Owner's address above or such other address as it shall provide in this regard

7.3.4 in the case of the Mortgagee shall be sent by ordinary post to the address provided for service of notices

7.4 The Owner shall notify the Borough Council and the County Council within 14 days of the Commencement of the Development

7.5 The Mortgagee consents to the Owner entering into this Agreement and acknowledges that this Agreement binds the proposed development provided that the Mortgagee shall not be liable for any pre-existing breach and its liability will cease once it has parted with its interest in the Land save for any breach which occurs whilst they are a Mortgagee in possession although for the avoidance of doubt any of its successors in title shall be so liable, THE MO IS ONLY LIABLE ONLY AS A MORTGAGEE IN POSSESSION

7.6 If the Planning Permission expires is revoked or otherwise ceases to exist before the Commencement of Development this Agreement will cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement and the Borough Council shall thereupon procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

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

7.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

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

7.10 The Owner shall pay the Borough Council's and the County Council's reasonable legal costs in respect of the preparation and completion of this Agreement

7.11 For the purposes of this Agreement unless otherwise specified any agreement

consent permission expression or satisfaction or other approval to be given by any party under any provision of this Agreement shall not be unreasonably withheld or delayed

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

FIRST SCHEDULE
The Land

5,350 square metres of land at Main Street Newbold Verdon Leicestershire and shown for identification edged red on the Plan

SECOND SCHEDULE
The Owner's Covenants to the Borough Council

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

2. No Development shall Commence until the greater of the Off-Site Open Space Contribution or the Off-Site Open Space Contribution adjusted in accordance with the Sixth Schedule has been paid by the Owner to the Borough Council

THIRD SCHEDULE
The Owner's Covenants to the County Council

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

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

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

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

FOURTH SCHEDULE

The Borough Council's Covenants to the Owner

1. The Borough Council covenants with the Owner to apply the Health Contribution towards the improvement of healthcare provision which would ordinarily be expected to serve the residents of the Development

2. The Borough Council covenants with the Owner to apply the Off-Site Open Space Contribution towards the provision of new or improvement of existing recreational facilities and open space and/or the maintenance thereof within the locality of the Development

3. If no part of the Off-Site Open Space Contribution has been used by the Borough Council within five years of the date of payment the Off-Site Open Space Contribution shall be repaid by the Borough Council to the payer on written demand

4. If part of the Off-Site Open Space Contribution has been used by the Borough Council within five years of the date of payment then the following amounts shall be repaid by the Borough Council to the payer on written demand:

4.1 that part of the Provision Sum which has not been used; and

4.2 such proportion of the Maintenance Sum as that part of the Provision Sum which has not been used bears to the Provision Sum

5. If the whole or any part of the Health Contribution has not been used or allocated by the Borough Council within 5 years of the date of payment then any such sum not so used shall be repaid by the Borough Council to the Owner on demand

6. Any such payment to the Owner under this Schedule shall be to the Owner named in this Agreement and not is successors in title

FIFTH SCHEDULE

The County Council's Covenants to the Owner

1. The County Council covenants with the Owner to apply the Education Contribution for the provision or enhancement of educational facilities at schools which would ordinarily be expected to be attended by residents of the Development

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

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

4. If the whole or any part of the Education Contribution, the Library Facilities Contribution and the Civic Amenity Contribution has not been used by the County Council within five years of the date of payment of each such Contribution then any sums not so used shall be repaid by the County Council to the payer on written demand

5. To apply the Monitoring Costs Contribution towards the administrative costs of confirming compliance with the Education Contribution the Library Facilities Contribution and the Civic Amenity Contribution

6. Any such repayments to the Owner under this Agreement shall be to the Owner named in this Agreement and not its successors in title

SIXTH SCHEDULE

1. In this Schedule:-

"Index" means

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

(ii) In the case of the Education Contribution the Library Facilities Contribution the Civic Amenity Contribution and the Monitoring Costs Contribution the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institution of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined by an Arbitrator appointed by the President of the RICS for the purposes of this Agreement in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs

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

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

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the Education Contribution the Library Facilities Contribution the Civic Amenity Contribution the Off-Site Open Space Contribution the Health Contribution and the Monitoring Costs Contribution are paid

2. The Education Contribution the Library Facilities Contribution the Civic Amenity Contribution the Off-Site Open Space Contribution the Health Contribution and the Monitoring Costs Contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

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

Where: "A" equals the Education Contribution the Library Facilities Contribution the Civic Amenity Contribution the Off-Site Open Space Contribution the Health Contribution and the Monitoring Costs Contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

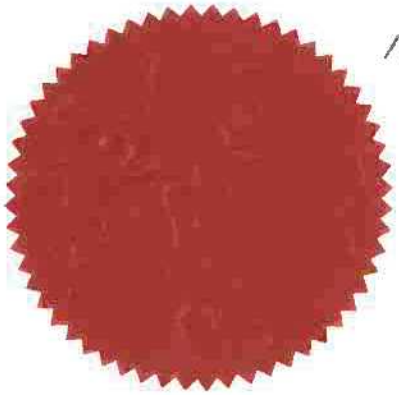
3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made

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

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

[redacted]

Authorised Officer



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

[redacted]

Authorised Officer



26648(F)

SIGNED AS A DEED on behalf of)
RPN UNDERWOOD & SON)
acting by)

[redacted]

Director

[redacted]

THE COMMON SEAL of)
ROYAL BANK OF SCOTLAND PLC)
was hereto affixed in the presence of:-)

Authorised Officer

Signed and Delivered as a deed
For [illegible] behalf of
THE ROYAL BANK OF SCOTLAND plc
by a duly authorised Attorney

in the presence of: A LEE WHITE
[redacted]

Witness Signature - Bank Employee

[redacted]

JOHN YA[redacted]CUMENTOR
CREDIT DOCUMENTATION
2588268/REL/MCR