

DATED 25 FEBRUARY 2014 2015

BUILDING AND SOCIAL HOUSING FOUNDATION (1)

- and -

BDW TRADING LIMITED (2)

-and -

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL (3)

- and -

LEICESTERSHIRE COUNTY COUNCIL (4)

AGREEMENT

**under Section 106 of the Town and Country Planning Act 1990
relating to land at Greenhill Road, Coalville**



**MARRONS
SHAKESPEARES**

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Leicester
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Ref: LBH 900118-345

THIS AGREEMENT is made the 25 day of FEBRUARY 2014 2015

BETWEEN

1. **BUILDING AND SOCIAL HOUSING FOUNDATION** (Company Registration Number 01247918) whose registered office is situate at Memorial Square Coalville Leicestershire LE67 3TU ("the Owner")
2. **BDW TRADING LIMITED** (Company Registration Number 03018173) whose registered office is situate at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("the Developer")
3. **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL** of Council Offices Coalville Leicestershire ("the District Council")
4. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall Glenfield Leicester LE3 8RA ("the County Council")

WHEREAS

- A) By means of the Planning Application the Planning Permission is sought from the District Council to carry out the Development
- B) The District 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 Land is situated
- C) The County Council is the county planning authority the Local Highway Authority and is responsible for the provision of library education and civic amenity facilities for the area in which the Land is situated
- D) The Owner is the registered proprietor of the Land with title absolute under title numbers LT365158
- E) The Developer has the benefit of a conditional contract to purchase the Land dated 14 December 2012
- F) The Owner is desirous of entering into planning obligations with the District Council and the County Council pursuant to section 106 of the

Town and Country Planning Act 1990 in the manner hereinafter appearing

NOW THIS AGREEMENT WITNESSETH as follows:-

1 DEFINITIONS AND INTERPRETATION

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

“Affordable Housing”	has the meaning given to it in Annex 2 of the National Planning Policy Framework published by Communities and Local Government in March 2012 or such other guidance as may be issued to replace it
“Affordable Housing Contribution”	means the sum of One Hundred Thousand Pounds (£100,000.00) Index Linked payable by the Owner to the District Council for the provision of Affordable Housing within Coalville in accordance with the provisions of clause 16.1.2
“Balancing Lagoon Maintenance Contribution”	a sum to provide for the maintenance of the Balancing Lagoon Site for a period of thirty years (or such other period agreed in writing with the District Council) from the date of its transfer to the District Council or its nominee in accordance with clause 9.1.3 which shall be based on the rates for maintenance current at the time of the transfer
“Balancing Lagoon Site”	the storm water balancing lagoon site as shown cross hatched green on the Plan
“Bus Passes”	means an adult bus pass 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”	means the sum of Fifty One Thousand Three Hundred and Fifty Pounds (£51,350.00) Index Linked payable by the Owner to the County Council in accordance with the provisions of clause 16.2.2 towards the provision of a maximum of two Bus Passes per Dwelling

“Bus Shelter and Information Display Case Contribution”	means the sum of Ten Thousand and Fifty Six Pounds (£10,056.00) Index Linked payable by the Owner to the County Council in accordance with the provisions of clause 16.2.7 towards the provision of bus shelters and information display cases at the two nearest bus stops.
“Certificate of Compliance”	a certificate issued by the District Council confirming that the On Site Public Open Space has been completed and maintained for a period of 12 months to the District Council’s reasonable satisfaction
“CIL”	the Community Infrastructure Levy Regulations 2010
“Civic Amenity Contribution”	means the sum of Five Thousand Six Hundred and Fifteen Pounds (£5,615.00) Index Linked payable by the Owners to the County Council in accordance with the provisions of clause 16.2.3 towards improvements at the Coalville Recycling and Household Waste Site
“Commencement of Development”	<p>the earliest date on which any material operations (as defined by Section 56(4) of the Town and Country Planning Act 1990) pursuant to the Planning Permission is begun on the Land with the exception of</p> <ul style="list-style-type: none"> i) any works carried out in connection with any archaeological investigations of the Land ii) trial holes or other operations to establish the ground conditions of the Land survey works or works of remediation iii) any works of demolition or site clearance iv) any structural planting or landscaping works v) ecological or nature conservation works associated with the Development vi) construction of boundary fencing or hoardings vii) construction of access or highways works viii) any other preparatory works

agreed in writing with the District Council

- “County Council Monitoring Contribution” the sum of £250.00 Index Linked or 0.5% of the value (whichever is the greater) Index Linked of the total of each contribution due under this Agreement payable per obligation towards the County Council’s costs of monitoring compliance with payment of the Bus Pass Contribution the Civic Amenity Contribution the Library Facilities Contribution the Education Contribution and the Travel Pack Contribution Index Linked
- “Complete” means completion of the Development which shall for the purposes of this Agreement be the first Occupation of the final Dwelling and “Completed” shall be construed accordingly
- “the Development” the development carried out pursuant to the Planning Permission
- “District Council Monitoring Contribution” the sum of £250.00 Index Linked or 0.5% of the value (whichever is the greater) of the total of each contribution due under this Agreement payable per obligation towards the District Council’s cost of monitoring compliance with the provisions of clause 16.1 hereof
- “Dwelling(s)” a residential unit or units constructed pursuant to the Planning Permission
- “Education Contribution” means the sum of One Hundred and Forty Nine Thousand One Hundred and Eighty Pounds and Seventy Nine Pence (£149,180.79) Index Linked payable by the Owner to the County Council in accordance with the provisions of clause 16.2.4 for the provision of educational facilities at Coalville Warren Hills Primary School or such other primary schools as will provide additional capacity to accommodate pupil growth from the Development
- “Healthcare Contribution” means a contribution of Twelve Thousand Six Hundred and Fifty Nine Pounds Seventy One Pence (£12,659.71) Index Linked payable by the Owner to the District Council for onwards transmission to the Healthcare Provider

in accordance with the provisions of clause 16.1.23 for providing additional accommodation for new patients at any of the following GP practices:

- Long Lane, Coalville;
- Broom Leys Road, Coalville;
- The Surgery, Whitwick Road, Coalville;
- The Family Practice, Belvoir Road, Coalville;
- Grange Road, Hugglescote; and/or
- Whitwick Health Centre

“Healthcare Provider”	means NHS England (Leicestershire and Lincolnshire or such other successor body
“Index Linked”	means the application to the sum concerned of the indexation set out in the First Schedule
“the Land”	all that land at Greenhill Road, Coalville shown edged red on the Plan
“Library Facilities Contribution”	means the sum of Four Thousand Nine Hundred and Forty Pounds (£4,940.00) Index Linked payable by the Owners to the County Council in accordance with the provisions of clause 16.2.5 towards the provision of additional facilities at Coalville Library
“Occupation”	the beneficial occupation for the purposes of which the Dwelling was granted Planning Permission but shall exclude occupation for the purposes of fit out or marketing and “Occupy” “Occupied” and “Occupier” shall be construed accordingly
“Off Site Highway Contribution”	means the sum of Four Hundred and Twenty Six Thousand Six Hundred Pounds (£426,600.00) Index Linked payable by the Owner to the District Council in accordance with the provisions of clause 16.1.25 towards the off site highway improvements at Broomleys Junction
“On Site Public Open Space”	the on site public open space to be provided as part of the Development
“On Site Public Open Space	a sum calculated for a five year period

Maintenance Contribution”	<p>based on the following rates: 14.4 pence per m2 per annum for grass £3.56 per m2 per annum for shrubbery £3,56 per annum for each tree in grass £358.08 per annum for the inspection of play equipment</p> <p>All rates to be Index Linked up to the date of transfer</p>
“Open Market Dwelling(s)”	<p>means the Dwelling(s) to be erected on the Land pursuant to the Planning Permission excluding the Affordable Housing</p>
“Plan”	<p>the plan attached to this Agreement marked ‘Plan’</p>
“the Planning Application”	<p>the outline planning application submitted to the District Council and allocated reference number 14/00050/FULM applying for the construction of 79 Dwellings and associated infrastructure on the Land</p>
“the Planning Permission”	<p>The planning permission issued by the District Council pursuant to the Planning Application substantially in the form contained in the Second Schedule</p>
“Police Authority”	<p>Leicestershire Police Constabulary</p>
“Police Authority Contribution”	<p>means a contribution of Thirty Three Thousand and Ninety Six Pounds (£33,096.00) Index Linked payable by the Owner to the District Council for onward transmission to the Police Authority in accordance with clause 16.1.24 towards the items set out in the Third Schedule the need for which arises from the Development</p>
“President”	<p>means the president or any other acting senior officer of the Royal Institution of Chartered Surveyors for the time being</p>
“Travel Pack”	<p>a pack produced the County Council for each Dwelling providing information on public transport and other means of travel to and from the Development other than by the private car and “Travel Packs” shall be construed accordingly</p>
“Travel Pack Contribution”	<p>the sum of Four Thousand One Hundred and Seventy Five Pounds Fifteen Pence</p>



Handwritten signature or initials.



Handwritten signatures: 'Mr Sean' and 'David'.

32238

AWJame

Site	22/10/14
Scale	1:2500 at A3
System	CTP
Drawn by	S6168.S106.BL

Land off Greenhill Road
Coalville
S106 Plan



Where quality lives
David Wilson Homes



12659(b)

(£4,175.15) Index Linked payable by the Owner to the County Council in accordance with the provisions of clause 16.2.6 for the provision of one Travel Pack per Dwelling

And the Interpretation Act 1978 shall apply to this Agreement

- 1.2 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting the natural persons shall include corporations and vice versa
- 1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.5 Where in this Agreement reference is made to a clause schedule or plan such reference (unless the context otherwise requires) is a reference to a clause or schedule of this Agreement or in the case of a plan is a reference to a plan attached to this Agreement
- 1.6 The expression "the Owner" shall where the context so admits included its respective successors and assigns

GENERAL PROVISIONS

2 STATUTORY AUTHORITY

- 2.1 This Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement by the District Council and the

County Council of the respective obligations herein contained with the intent to bind the Owner's interest in the Land

2.2 Each covenant by the Owner contained herein is a planning obligation for the purpose of Section 106 of the Town and Country Planning Act 1990 and is enforceable by either or both the District Council and the County Council except where the obligation is expressed as a covenant made solely with the District Council or the County Council in which case such obligations shall be enforceable only by that authority

2.3 The covenants contained in clause 16.2 inclusive are also enforceable by the County Council

2.4 INSOFAR as any of the covenants restrictions and obligations contained in this Agreement are not planning obligations within the meaning of the Town and Country Planning Act 1990 they are entered into pursuant to the powers contained in Sections 111 and 120 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers enabling the parties hereto to enter into the Agreement and in consideration of the covenants restrictions and obligations hereinafter contained

3 LIABILITY

3.1 The covenants given by the Owner contained herein are made with the intent that the covenants will bind the Land and be binding on and enforceable against its successors in title or assigns and subject to clause 3.3 those deriving title under the Owner

3.2 No person will be liable for any breach of this Agreement unless they hold an interest in the part of the Land in respect of which the breach occurs or held such an interest at the date of the breach provided that they shall remain liable for any breach arising prior to their disposing of their interest

3.3 The obligations contained in this Agreement shall not be enforceable against individual purchasers or lessees of the Dwellings on the Land constructed pursuant to the Planning Permission or against Statutory Undertakers in relation to any parts of the Land acquired by them for electricity substations gas governor stations or pumping stations or

against anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant

4 CONTINGENCIES

4.1 The obligations contained in this Agreement shall be conditional upon and shall not take effect until the Planning Permission has been issued and the Commencement of Development has taken place SAVE THAT the obligations in clauses 5.1, 15.1, 16.1.1, and 16.2.1 shall take effect from the date on which the Planning Permission is issued

4.2 In the event of:

4.2.1 the expiration of the Planning Permission or

4.2.2 the revocation of the Planning Permission or

4.2.3 the quashing of the Planning Permission

the obligations of the Owner under this Agreement shall thereupon cease absolutely and the District Council shall procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

4.3 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

5 COMMENCEMENT OF DEVELOPMENT

5.1 The Development shall not commence until the Owner has given the District Council seven days prior written notice of the Commencement of Development and the date on which Commencement of Development has taken place shall be confirmed by exchange of correspondence between the Owners and the District Council PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development occurring

6 COMMUNITY INFRASTRUCTURE LEVY

6.1 If after the date of this Agreement a CIL is introduced which is applicable to the Development then the parties hereto will use reasonable endeavours to agree variations to this Agreement with the intent that

- a) The planning benefits secured by this Agreement should continue to be secured and delivered; and
- b) The Owner should not be in a financially worse position because of CIL in respect of the obligations contained in clause 16 hereof than they would be if they performed the obligations in this Agreement and CIL did not apply

7 APPROVALS

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

8 NOTICES

8.1 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand facsimile transmission or sent by pre-paid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice served under this Agreement specifically referring to this clause and the intention of the notice to notify an address thereunder

8.2 Any such notice or other written communication to be given by the County Council or the District Council shall be deemed valid and effectual if on its face value it is signed on behalf of the County Council or the District Council by an Officer or duly authorised signatory thereof

9 TIME PERIODS

9.1 It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner the County Council and the District Council

10 THIRD PARTIES

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

11 DETERMINATION BY EXPERT

11.1 Any dispute or difference between the parties as to any matter under or in connection with this Agreement shall be submitted for the determination of an expert and the following provisions of this clause apply to any submission and to any other matter required to be dealt with by an expert:-

- a) the expert shall be appointed by the parties jointly or in default of agreement within 10 clear working days after any party has given to the others a written request requiring the appointment of an expert by the President on the request of any party who shall appoint an independent surveyor or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question;
- b) the expert so appointed must:-
 - i. act as an expert and not as an arbitrator;
 - ii. afford the parties the opportunity within reasonable time limits to make representations to him;
 - iii. inform each party of the representations of the others;

- iv. afford each party the opportunity within reasonable time limits to make submissions to him on the representations of the others; and
- v. notify the parties of this decision with reasons as quickly as practicable;
- c) the fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert; and
- d) the expert's determination is to be conclusive and binding on the parties except:-
 - i. where there is a manifest error; and/or
 - ii. on a matter of law

11.2 Any party may pay the share of the expert's fees and expenses due from any other party on behalf of such other party if such share is not paid within 28 clear working days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from such other party

11.3 Save as permitted by law nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the District Council and/or the County Council were not a party to this Agreement

12 **GENERAL REQUIREMENT TO CO-OPERATE**

12.1 Without prejudice to its statutory duties the District Council the County Council the Owners and the Developer shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

13 DEVELOPER'S CONSENT

- 13.1 The Developer hereby consents to the Owners entering into this Agreement and for the avoidance of doubt the Developer shall not be liable in respect of the obligations contained herein until it acquires an interest in the Land (not being a conditional contract or an option to purchase) and then shall only be liable in respect of that interest

14 NO FETTER OF DISCRETION

- 14.1 Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the District Council and/or the County Council were not a party to this Agreement

15 LEGAL COSTS

- 15.1 The Owners covenant to pay to the District Council and the County Council being £2,100.00 and £950.00 respectively on the execution hereof their reasonable legal costs in respect of the cost of preparation and execution of this Agreement

16 OWNER'S OBLIGATIONS**OBLIGATIONS TO THE DISTRICT COUNCIL**

- 16.1 The Owner hereby covenants with the District Council pursuant to Section 106 of the Town and Country Planning Act 1990 as follows:-

District Council Monitoring Contribution

- 16.1.1 Not to allow or permit any Commencement of Development until the District Council Monitoring Contribution has been paid to the District Council

Affordable Housing

- 16.1.2 To pay the Affordable Housing Contribution to the District Council prior to the first Occupation of the 59th Dwelling
- 16.1.3 If the Development is not Completed within three (3) years from the Commencement of Development the Owner shall submit to the District

Council a viability assessment and shall pay the District Council's reasonable costs for considering such assessment.

16.1.4 In the event that the visibility assessment submitted pursuant to clause 16.1.3 above demonstrates an improvement in viability the Owner shall pay to the District Council such sum of money as is agreed to reflect the improvement in viability such sum to be used for the provision of Affordable Housing in Coalville.

16.1.5 In the event the Development is not completed within two (2) years from submission of the viability assessment pursuant to clause 16.1.3 above the obligation to submit a further viability assessment and to pay any additional sum as contained within clauses 16.1.3 and 16.1.4 above shall be repeated every two (2) years thereafter until the Development is Complete.

On Site Public Open Space

16.1.6 To lay out the On Site Public Open Space prior to the Occupation of the 65th Dwelling

16.1.7 Following the laying out of the On Site Public Open Space to serve written notice on the District Council informing them that the On Site Public Open Space has been laid out

16.1.8 Within 28 days of notification by the District Council that the On Site Public Open Space has been laid out to its reasonable satisfaction the Owner shall maintain the On Site Public Open Space for a period of 12 months

16.1.9 Within 28 days of completion of the maintenance period referred to in clause 16.1.8 to apply to and obtain from the District Council a Certificate of Compliance certifying that the 12 month period referred to in clause 16.1.8 has expired and that the On Site Public Open Space has been maintained to the reasonable satisfaction to the District Council

16.1.10 To pay to the District Council its reasonable costs in respect of its related inspection or inspections (should subsequent re-inspections be required) of the On Site Public Open Space and all reasonable costs

incidental to the subsequent preparation and execution of the Certificate of Compliance

- 16.1.11 Within 28 days of the issue of the Certificate of Compliance referred to in clause 16.1.8 to offer to transfer the On Site Public Open Space to the District Council or its nominee for a nominal consideration and to pay all of the legal and professional fees which may be incurred by the District Council or its nominee (as the case maybe) in connection with the transfer
- 16.1.12 In the event that the District Council or its nominee reject the offer referred to in clause 16.1.11 to establish and thereafter ensure the continued existence of a management company that shall accept a transfer of the On Site Public Open Space
- 16.1.13 To ensure that the transfer of the On Site Public Open Space includes the following covenants on the part of the transferee:
- a) a covenant to maintain the On Site Public Open Space and
 - b) a covenant for the benefit of the retained land not to use the On Site Public Open space for anything other than public open space
- 16.1.14 In the event that the District Council or its nominee accept the offer referred to in clause 16.1.11 to transfer the On Site Public Open Space to the District Council or its nominee (as the case maybe)
- On Site Public Open Space Maintenance Contribution**
- 16.1.15 Upon completion of a transfer to the District Council or its nominee to pay the On Site Public Open Space Maintenance Contribution to the District Council or its nominee (as the case may be)
- Balancing Lagoon**
- 16.1.16 Not to permit or allow the Occupation of any Dwelling on the Land until the Balancing Lagoon Site has been laid out and is functional
- 16.1.17 Following the laying out of the Balancing Lagoon Site to serve written notice on the District Council informing them that the Balancing Lagoon Site has been laid out

- 16.1.18 Following notification to the District Council that the Balancing Lagoon Site has been laid out and is complete to their reasonable satisfaction the Owner shall maintain the Balancing Lagoon Site until the date 12 months after the practical completion of the Development (“the Extended Maintenance Period”)
- 16.1.19 Within 28 days of completion of the Extended Maintenance Period referred to in clause 16.1.18 to apply to and obtain from the District Council a Certificate of Compliance certifying that the Extended Maintenance Period has expired and that the Balancing Lagoon Site has been maintained to the reasonable satisfaction to the District Council (“the Certificate of Compliance”)
- 16.1.20 To pay to the District Council its reasonable costs in respect of its related inspection or inspections (should subsequent re-inspections be required) of the Balancing Lagoon Site and all reasonable costs incidental to the subsequent preparation and execution of the Certificate of Compliance
- 16.1.21 Within 12 months of the issue of the Certificate of Compliance to offer to transfer the Balancing Lagoon Site to the District Council or its nominee for a nominal consideration and to pay all reasonable legal and professional fees which may be incurred by the District Council or its nominee in connection with the transfer
- 16.1.22 In the event that the District Council or its nominee reject the offer referred to in clause 16.1.21 to establish and thereafter ensure the continued existence of a management company that shall accept a transfer of the Balancing Lagoon Site
- 16.1.23 To ensure that the transfer of the Balancing Lagoon Site includes the following covenants on the part of the transferee:
- a) a covenant to maintain the Balancing Lagoon Site in accordance with the Balancing Lagoon Scheme and
 - b) a covenant for the benefit of the retained land not to use the Balancing Lagoon Site for anything other than a storm water storage facility

- 16.1.24 In the event that the District Council or its nominee accept the offer referred to in clause 16.1.21 to transfer the Balancing Lagoon Site to the District Council or its nominee (as the case may be)

Balancing Lagoon Maintenance Contribution

- 16.1.25 Upon completion of a transfer to the District Council or its nominee to pay the Balancing Lagoon Maintenance Contribution to the District Council or its nominee (as the case may be)

Healthcare Contribution

- 16.1.26 To pay the Healthcare Contribution to the District Council as follows:
- 16.1.26.1 50% of the Healthcare Contribution prior to the first Occupation of the 40th Dwelling; and
- 16.1.26.2 The remaining 50% of the Healthcare Contribution prior to the first Occupation of the final Dwelling

Police Authority Contribution

- 16.1.27 If and to the extent that the Police Authority Contribution has been deemed by the District Council to be compliant with the Community Infrastructure Levy by such time not to Occupy or permit the Occupation of the 75th Dwelling unless and until the Police Authority Contribution (or a proportion of it should the Police Authority Contribution be deemed only to be partly compliant with the Community Infrastructure Levy) has been paid to the District Council

Off Site Highway Contribution

- 16.1.28 To pay the Off Site Highway Contribution as follows:
- 16.1.28.1 50% of the Off Site Highway Contribution prior to the first Occupation of the 40th Dwelling; and
- 16.1.28.2 The remaining 50% of the Off Site Highway Contribution prior to the first Occupation of the 75th Dwelling

OBLIGATIONS TO THE COUNTY COUNCIL

- 16.2 The Owner hereby covenants with the County Council pursuant to Section 106 of the Town & Country Planning Act 1990 as follows:-

County Council Monitoring Contribution

- 16.2.1 Not to allow or permit any commencement of development until the County Council Monitoring Contribution has been paid to the County Council

Bus Pass Contribution

- 16.2.2 To pay the Bus Pass Contribution as follows:-
- 16.2.2.1 25% of the Bus Pass Contribution prior to the first Occupation of the first Dwelling;
- 16.2.2.2 The remaining 75% of the Bus Pass Contribution prior to the first Occupation of the 20th Dwelling EXCEPT THAT the County Council and the Owner may by agreement defer such payment to a later date

Civic Amenities Contribution

- 16.2.3 To pay the Civic Amenities Contribution prior to the first Occupation of the 25th Dwelling

Education Contribution

- 16.2.4 To pay the Education Contribution to the County Council as follows:
- 16.2.4.1 10% of the Education Contribution prior to the first Occupation of the 1st Dwelling;
- 16.2.4.2 A further 40% of the Education Contribution prior to the first Occupation of the 10th Dwelling; and
- 16.2.4.3 The remaining 50% of the Education Contribution prior to the first Occupation of the 40th Dwelling

Library Facilities Contribution

- 16.2.5 To pay the Library Facilities Contribution to the County Council prior to the first Occupation of the 25th Dwelling

Travel Pack Contribution

- 16.2.6 To pay the Travel Pack Contribution to the County Council prior to the first Occupation of the first Dwelling

Bus Shelter and Information Display Case Contribution

- 16.2.7 To pay the Bus Shelter and Information Display Case Contribution prior to the first Occupation of the first Dwelling

17 DISTRICT COUNCIL'S OBLIGATIONS TO THE OWNER

- 17.1 The District Council covenants with the Owner as follows:

Balancing Lagoon Site

- 17.1.1 Within 28 days of receipt of the notice mentioned in clause 16.1.17 to inspect the Balancing Lagoon Site and notify the Owners whether or not the Balancing Lagoon Site has been laid out and completed to the reasonable satisfaction of the District Council or provide details of any works reasonably required in respect of the Balancing Lagoon Site
- 17.1.2 In the event that the District Council or its nominee elect to accept the offer referred to in clause 16.1.21 and provided that the Owners has complied with their obligations under clauses 16.1.6 – 16.1.21 above to accept a transfer of the Balancing Lagoon Site such transfer to include the provisions set out in clause 16.1.23
- 17.1.3 In the event that the District Council or its nominee elect to accept the offer referred to in clause 16.1.21 to apply the Balancing Lagoon Maintenance Contribution solely towards the maintenance of the Balancing Lagoon Site

Healthcare Contribution

- 17.1.4 The District Council covenants with the Owner as follows:
- 17.1.4.1 To hold the Healthcare Contribution in an interest bearing account
- 17.1.4.2 notify the Healthcare Provider within 10 working days of receipt of each tranche of the Healthcare Contribution that the District Council is in receipt of that tranche of the Healthcare Contribution
- 17.1.5 To pay each tranche of the Healthcare Contribution to the Healthcare Provider upon receipt of a document from the Healthcare Provider confirming that they will:

- 17.1.5.1 Apply the Healthcare Contribution solely for the purposes of providing new accommodation for new patients at any of the following GP practices:
- Long Lane, Coalville;
 - Broom Leys Road, Coalville;
 - The Surgery, Whitwick Road, Coalville;
 - The Family Practice, Belvoir Road, Coalville;
 - Grange Road, Hugglescote, and/or
 - Whitwick Health Centre
- (the need for which arises from the Development) and for no other reason whatsoever
- 17.1.5.2 Provide full details of the expenditure of the Healthcare Contribution on demand to the District Council or to the Owner
- 17.1.5.3 Return any unspent part of the Healthcare Contribution to the District Council after the expiry of five years from the date of receipt of the final tranche of the Healthcare Contribution from the District Council
- 17.1.6 To repay to the Owner any unspent monies received pursuant to clause 17.1.5.3 within 28 working days of receipt from the Healthcare Provider
- 17.1.7 In the event that the document in the form required by clause 17.1.5 above is not received following the expiry of five years from the date of receipt of the final tranche of the Healthcare Contribution by the District Council then the District Council's obligation to pay the Healthcare Contribution to the Healthcare Provider shall cease absolutely and the District Council shall refund to the Owner the unexpended contribution within 28 working days of receipt of a written request from the Owner to do so
- On Site Public Open Space**
- 17.1.8 Within 28 days of receipt of the notice mentioned in clause 16.1.7 to inspect the On Site Public Open Space and notify the Owners whether

or not the On Site Public Open Space has been completed to the reasonable satisfaction of the District Council or provide details of any works reasonably required in respect of the On Site Public Open Space

17.1.9 In the event that the District Council or its nominee elect to accept the offer referred to in clause 16.1.11 and provided that the Owners has complied with their obligations under clauses 16.1.6 – 16.1.11 above to accept a transfer of the On Site Public Open Space such transfer to include the provisions set out in clause 16.1.3

17.1.10 In the event that the District Council or its nominee elect to accept the offer referred to in clause 16.1.13 to apply the On Site Public Open Space Maintenance Contribution towards the maintenance of the On Site Public Open Space

Police Authority Contribution

17.1.11 The District Council covenants with the Owner as follows:-

17.1.11.1 To notify the Owner within three months of the date of receipt of notice of Commencement of Development pursuant to clause 5.1 of such part (if any) of the Police Authority Contribution which the District Council considers to be compliant with the Community Infrastructure Levy

17.1.11.2 To hold the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) in an interest bearing account

17.1.11.3 To notify the Leicestershire Police Authority within 10 working days of receipt of the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) that the District Council is in receipt of the Police Authority Contribution

17.1.11.4 To pay the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) to the Leicestershire Police Authority upon receipt of a document from the Leicestershire Police Authority confirming that they will:

- a) Apply the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 8.1.27) solely for the purposes of the items set out in the Third Schedule the need for which arises from the Development and for no other reason whatsoever
- b) Provide full details of the expenditure of the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) on demand to the District Council or to the Owners
- c) Return any unspent part of the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) to the District Council after the expiry of five years from the date of receipt of the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) from the District Council

17.1.11.5 To repay to the Owner any unspent monies received pursuant to clause 17.1.11.4 within 28 working days of receipt from the Leicestershire Police Authority

17.1.11.6 In the event that the document in the form required by clause 17.1.11.4 above is not received following the expiry of five years from the date of receipt of the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) by the District Council then the District Council's obligation to pay the Police Authority Contribution (or such part of the Police Authority Contribution as is paid pursuant to clause 16.1.27) to the Leicestershire Police Authority shall cease absolutely and the District Council shall refund to the Owners the unexpended contribution within 28 working days of receipt of a written request from the Owners to do so

Off Site Highway Contribution

17.1.12 To apply the Off Site Highway Contribution solely towards the proposed improvements to Broomley's Junction AND if the Off Site Highway Contribution has not been expended for its stated purpose

within five years from the date of receipt of the final tranche of the Off Site Highway Contribution then the following shall apply:

- 17.1.12.1 The District Council may use any unexpended portion of the Off Site Highway Contribution up to a maximum of Four Hundred and Twenty Six Thousand Pounds (£426,000.00) towards the provision of Affordable Housing in Coalville;
- 17.1.12.2 The District Council shall repay any unexpended portion of the Off Site Highway Contribution (less the monies to be used for the provision of Affordable Housing referred to at clause 17.1.12.1 above) to the party who paid the contribution together with interest accrued thereon from the date of payment until the date of repayment calculation at a rate of one per cent above the rate of HSBC Bank plc from time to time
- 17.1.12.3 In the event that any or all of the monies to be used for the provision of Affordable Housing referred to at clause 17.1.12.1 above have not been used for those purposes within ten years from the date of receipt of the final tranche of the Off Site Highway Contribution the District Council shall refund to the party who paid the said contribution such monies together with interest accrued thereon calculated from the date of payment to the date of repayment at a rate of one per cent above the rate of HSBC Bank plc

Monitoring

- 17.1.13 Upon written request from the Owners to furnish the Owners with full details of expenditure by the District Council of all monies paid to the District Council by the Owners pursuant to which details shall be provided to the Owners by way of a written statement
- 17.1.14 In the event that all or any of the Affordable Housing Contribution and/or the Off Site Highway Contribution is received but not applied for the purposes stated herein within five years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution to the District Council any unexpended contribution along with interest thereon calculated at a rate of one per cent above the rate of HSBC Bank plc from time to time from the date of any payment until the date of repayment

18 COUNTY COUNCIL'S OBLIGATIONS

18.1 The County Council hereby agrees with the Owner as follows:-

Bus Pass Obligations

18.1.1 The County Council covenants with the Owner as follows:-

18.1.1.1 To apply the Bus Pass Contribution solely for the provision the Bus Passes to the occupants of Dwellings who complete and return the application forms in the Travel Pack

18.1.2 Upon receipt of a written request to account in writing to the Owner with full details of the number of Bus Passes issued

18.1.3 At the end of a period of nine months after the notification of the Occupation of the final Dwelling to be constructed pursuant to the Planning Permission to repay to the Owner any unexpended portion of the Bus Pass Contribution

Civic Amenity Contribution

18.1.4 To apply the Civic Amenity Contribution solely towards the cost of improving the Coalville Recycling and Household Waste Site and for no other purpose whatsoever

Education Contribution

18.1.5 To apply the Education Contribution solely towards providing education facilities at Coalville Warren Hills Primary School or such other primary schools as will provide additional capacity to accommodate pupil growth from the Development and for no other purpose whatsoever

Library Facilities Contribution

18.1.6 To apply the Library Facilities Contribution solely towards the provision of facilities at Coalville Library and for no other purpose whatsoever

Travel Pack Contribution

18.1.7 To apply the Travel Pack Contribution received by the County Council solely as a contribution towards the cost of preparing and distributing Travel Packs and for no other purpose whatsoever

18.1.8 **Bus Shelter and Information Display Case Contribution**

To apply the Bus Shelter and Information Display Case Contribution solely towards the provision of two bus shelters and two information display case at the two nearest suitable bus stops to the Development

Monitoring

18.1.9 In the event that all or any of the Bus Shelter and Information Display Case Contribution and/or the Civic Amenity Contribution and/or the Library Facilities Contribution and/or the Education Contribution and/or the Travel Pack Contribution are received but not applied for the purposes stated herein within five years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution to the County Council any unexpended contribution along with interest thereon calculated at the base rate of HSBC Bank plc from time to time from the date of any payment until the date of repayment

18.1.10 Upon written request to furnish the Owner with full details of the expenditure by the County Council of all monies paid to the County Council by the Owner pursuant to this Agreement such details shall be provided to the Owner by way of a written statement

IN WITNESS WHEREOF this Agreement is executed in the manner hereinafter appearing the day and year first before written

FIRST SCHEDULE

1. In this Schedule:-

"Index Linked" means

- (i) In respect of the Affordable Housing Contribution the Balancing Lagoon Maintenance Contribution the District Council Monitoring Contribution the Healthcare Contribution the On Site Public Open Space Maintenance Contribution the Off Site Highway Contribution and the Police Authority 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 respect of the Bus Pass Contribution the Civic Amenities Contribution the Bus Shelter and Information Display Case Contribution the County Council Monitoring Contribution the Education Contribution the Library Facilities Contribution and the Travel Pack Contribution the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined by an Arbitrator appointed by the President of the RICS for the purposes of this Agreement in all cases to ensure as nearly as possible that the sums of money

involved shall fluctuate in accordance with the general level of the building industry costs

- "Base Index Date" means the date of 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 relevant contribution are paid

2. The relevant contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

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

- Where: "A" equals the relevant contribution
 "B" equals the Base Index Figure
 "C" equals the Final Index Figure

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

SECOND SCHEDULE

Draft Planning Permission

Application reference 14/00050/FULM

David Wilson Homes
Forest Business Park
Cartwright Way
Bardon Hill
Coalville
LE67 1GL

Registered 17 January 2014

**Planning Committee Decision
5 August 2014**

PLANNING PERMISSION

Town and Country Planning Act 1990

Erection of 79 dwellings and associated infrastructure at Land North Of Greenhill Road And , East Of Agar Nook Lane, Coalville, Leicestershire.

In pursuance of its powers under the Town and Country Planning Act 1990 North West Leicestershire District Council hereby grants planning permission for the above development in accordance with the application and plans submitted subject to and as may be modified by the following conditions:

- 1 The development shall be begun before the expiration of two years from the date of this permission.

Reason - to comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The proposed development shall be carried out strictly in accordance with the following plans, unless otherwise required by a condition of this permission:

Drawing No. S6168_100_01 Rev E (Planning Layout) deposited with the Local Planning Authority on 19 June 2014;

Drawing No. S6168_500_01 Rev A (Materials Layout) deposited with the Local Planning Authority on 19 June 2014;

Drawing No. S6168_500_02 Rev A (Chimney, Eaves, Ridge Tiles and Porch Layout) deposited with the Local Planning Authority on 19 June 2014;

Drawing No. ADC1055/001 deposited with the Local Planning Authority on 21 March 2014;

Drawing No. 01 Bungalow 1 deposited with the Local Planning Authority on 30 April 2014;

Drawing No. 01 Bungalow 6 deposited with the Local Planning Authority on 30 April 2014;

Drawing No. S0000/100/02 (Site Location Plan) deposited with the Local Planning Authority on 17 January 2014;

Drawing No. S716/02 (Topographical Survey) deposited with the Local Planning Authority on 17 January 2014;

Drawing No. S716/03 (Topographical Survey) deposited with the Local Planning Authority on 17 January 2014;

Drawing No. H500.01 deposited with the Local Planning Authority on 17 January 2014;

Drawing No. H500.02 deposited with the Local Planning Authority on 17 January 2014;

Drawing No. H500.03 deposited with the Local Planning Authority on 17 January 2014;

Drawing No. H500.04 deposited with the Local Planning Authority on 17 January 2014;

Drawing No. P231.07 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. P231.08 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. P341.01 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. P341.02 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. P341.03 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. P341.04 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H436.01 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H436.02 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H436.03 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H436.04 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H404.01 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H404.02 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H404.03 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. H404.04 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. G2C deposited with the Local Planning Authority on 17 January 2014;
Drawing No. E51W.01 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. G1B deposited with the Local Planning Authority on 17 January 2014;
Drawing No. E42W.01 deposited with the Local Planning Authority on 17 January 2014;
Drawing No. E07 W deposited with the Local Planning Authority on 17 January 2014;
Drawing No. E07 deposited with the Local Planning Authority on 17 January 2014.
Drawing No. E07 WOT deposited with the Local Planning Authority on 13 June 2014.
Drawing No. E07 OT deposited with the Local Planning Authority on 13 June 2014.

Reason - to determine the scope of this permission.

- 3 Notwithstanding the details shown on the submitted plans, no development shall commence on the site until such time as a landscaping scheme (including hard and soft landscaping) has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented in the first planting and seeding season following either the first occupation or the bringing into use of the development hereby approved unless an alternative implementation programme is first agreed in writing with the Local Planning Authority.

Reason - To ensure satisfactory landscaping is provided within a reasonable period.

- 4 Any tree or shrub which may die, be removed or become seriously damaged shall be replaced in the first available planting season thereafter and during a period of 5 years from the first implementation of the approved landscaping scheme or relevant phase of the scheme, unless a variation to the landscaping scheme is agreed in writing with the Local Planning Authority.

Reason - To provide a reasonable period for the replacement of any trees.

- 5 Unless amended details are contained within the Biodiversity Management Scheme approved under Condition 6, all works shall be undertaken strictly in accordance with the recommendations contained within Section 6 of the submitted ecology report undertaken by Aspect Ecology and deposited with the Local Planning Authority on 17 January 2014.

Reason - In the interests of nature conservation and to protect the adjacent SSSI.

- 6 No development shall commence on site until a Biodiversity Management Scheme has been submitted to and agreed in writing with the Local Planning Authority. The scheme shall include details of all measures to ensure the protection of species and habitats during site clearance and construction phases, along with detailed proposals for the retention and enhancement of existing habitats and the creation of new habitats and features to mitigate for biodiversity impacts. The scheme should demonstrate a clear net gain for biodiversity as a result of the overall development, and should also include details of the proposed long term monitoring and management of all existing and new habitats and features, including any necessary restoration or replacement where habitats and features are not established successfully, or are damaged or lost. The development shall be carried out in accordance with the agreed details.

Reason- In the interests of nature conservation and to protect the adjacent SSSI.

- 7 Operations that involve the destruction and removal of vegetation shall not be undertaken during the months of March to August inclusive, except when approved in writing by the Local Planning Authority, once they are satisfied that breeding birds will not be adversely affected.

Reason - Due to breeding birds, it is imperative that any vegetation removal is undertaken outside the breeding bird season.

- 8 No external lighting shall be installed unless in accordance with precise details first submitted to and agreed in writing by the Local Planning Authority. Notwithstanding the provisions of Part 1 of Schedule 2, Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order) no external lighting (other than any installed pursuant to this condition) shall be installed on site unless in accordance with details first submitted to and agreed in writing by the Local Planning Authority.

Reason - To preserve the amenities of the locality, in the interests of ecology, and to ensure an appropriate form of design.

- 9 Notwithstanding the submitted plans, nor Condition 2 above, no development shall commence on the site until such time as a detailed scheme for the boundary treatment of the site (including all walls, fences, gates, railings and other means of enclosure) has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until such time as the approved scheme has been implemented in full (unless an alternative timescale is first agreed in writing by the Local Planning Authority). Notwithstanding the provisions of Part 2 of Schedule 2, Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order) no gates, fences, walls or other means of enclosure (other than any approved pursuant to this condition) shall be erected, unless planning permission has first been granted by the Local Planning Authority.

Reason - To preserve the amenities of the locality, in the interests of highway safety and to ensure that the adjacent SSSI and Local Wildlife Site is protected.

- 10 No development shall commence on site until provision has been made for the satisfactory disposal of foul and surface water from the site in accordance with a scheme which shall first have been submitted to and approved in writing by the Local Planning Authority. The scheme shall include for any mitigation measures deemed necessary along with a timetable for implementation. The approved scheme shall be provided prior to any dwelling being occupied.

Reason - 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 ensure the adjacent SSSI are protected from potentially adverse drainage alterations.

Reason - To ensure the development takes the form envisaged by the Local Planning Authority, in the interests of amenity and highway safety.

- 17 Prior to the occupation of the first dwelling on the site, the proposed priority junction with Greenhill Road (as shown on drawing no. ADC1055/011) shall be provided. This shall also include any associated requirements for pedestrian footway connection, drop crossings, lighting, visibility splays, speed limit changes and gateway features.

Reason - To ensure an adequate form of access to cater for the traffic generated by the development joining the existing highway network and in the interests of general highway safety.

- 18 Prior to the occupation of the first dwelling on the site the proposed improvements at Greenhill Road / Warren Hill Lane junction (as shown on drawing no. NTT/2180/002 rev P1) shall be provided.

Reason - In the interest of highway safety.

- 19 Prior to the occupation of the first dwelling the proposed traffic calming works at the Greenhill Road / Cropston Drive junction (as shown on drawing no. NTT/2180/003 rev P1) shall be provided.

Reason - In the interest of highway safety.

- 20 Before first use of the development hereby permitted, 1.0 metre by 1.0 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 the level of the adjacent footway/verge/highway, in accordance with the current standards of the Highway Authority and shall be so maintained in perpetuity.

Reason - In the interests of pedestrian safety.

- 21 Any garage doors shall be set back from the highway boundary a minimum distance of 5.5 metres for sliding or roller/shutter doors, 6.1 metres for up-and-over doors or 6.5 metres for doors opening outwards and thereafter shall be so maintained.

Reason - To enable a vehicle to stand clear of the highway whilst the garage doors are opened / closed and protect the free and safe passage of traffic, including pedestrians, in the public highway.

- 22 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.

Reason - To reduce the possibility of surface water from the site being deposited in the highway causing dangers to road users.

- 23 Prior to the occupation of the last dwelling on the site, or when the proposed informal footpath is linked to public footpath, a short section of Agar Nook Lane (footpath) shall be upgraded. The upgrade will be from Warren Hill Primary School access to the proposed development site to connect to the proposed informal footpath to the west of York Place. The total length of the Agar Nook Lane upgrade is 155m in length to a width of 1m and the surface to be bonded gravel.

Reason - To encouraging the use of sustainable modes of transport to and from the site.

- 24 No development shall commence on the site until such time as a construction traffic management plan, including wheel cleansing facilities and vehicle parking facilities, and a timetable for their provision, has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details and timetable.

Reason - to reduce the possibility of deleterious material (mud, stones etc) being deposited in the highway and becoming a hazard to road users, and to ensure that construction traffic/site traffic associated with the development does not lead to on-street parking problems in the area.

- 25 Notwithstanding the submitted plans, nor Condition 2 above, no development shall commence on site until such time as precise details of the treatment of all hard surfaces (including all access roads, footways, drives and parking / manoeuvring areas) have been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed details.

Reason - to ensure the development provides for a satisfactory form of design, in the interest of amenity.

- 26 The development hereby permitted shall be carried out in accordance with the levels shown on drawing nos. S6168_100_01 Rev E (Site Layout Plan) (when read in conjunction with the existing levels shown on drawing no's. S716/02 and S716/03).

Reason - to ensure the development takes the form envisaged by the Local Planning Authority, in the interest of amenity.

INFORMATIVES :-

- 1 The submitted ecological/landscape management plan should have regard for the need to maintain buffer zones of at least 5 metres to be maintained alongside all retained hedgerow/boundaries.
- 2 In relation to Condition 10, the scheme shall include the utilisation of holding sustainable drainage techniques with the incorporation of two treatment trains to help improve water quality; the limitation of surface water run-off to equivalent greenfield rates; the ability to accommodate surface water run-off on-site up to the critical 1 in 100 year event plus an appropriate allowance for climate change, based upon the submission of drainage calculations; and the responsibility for the future maintenance of drainage features.
- 3 In relation to Condition 9, boundary walls should include for tile creases, dental or saw tooth detail as appropriate.
- 4 In relation to Condition 3, focal point trees should be planted as a super-semi mature trees with a girth of 80cms.
- 5 Service strip fronting plots 30-34, 39-40, 62-64 should be increased to 1m width to allow installation of services as well as offering an element of pedestrian provision along with help in part with gradient issue at vehicle access.
- 6 All works within the limits of the public highway shall be carried out to the satisfaction of the Highway Area Manager (contact the Service Centre telephone 0116 305 0001).

7 This planning permission does NOT allow you to carry out access alterations in the highway. Before such work can begin, separate permits or agreements will be required under the Highways Act 1980 from either the Adoptions team (for 'major' accesses) or the Area Manager. For further information, including contact details, you are advised to visit the County Council website as follows: -

For 'major' accesses - see Part 6 of the "6Cs Guide" (Htd) at www.leics.gov.uk/Htd.

For other minor, domestic accesses, contact the Service Centre Tel: 0116 3050001.

8 C.B.R. tests shall be taken and submitted to the County Council's Area Manager prior to development commencing in order to ascertain road construction requirements. No work shall commence on site without prior notice being given to the Area manager.

9 The Developer will be required to enter into an agreement with the Highway Authority under Section 278 of the Highways Act 1980 for works within the highway and detailed plans shall be submitted and approved in writing by the Highway Authority. The Section 278 Agreement must be signed and all fees paid and surety set in place before the Highway works are commenced.

i) Before any alterations are undertaken to Greenhill Road the Applicant will be required to enter into a Section 278 Agreement (Highways Act 1980) with the County Council. The access and footway construction on Greenhill Road, as generally shown on drawing number ADC1055/001 Detail design will be required for approval before work starts on the existing highway. Also to ensure that the junction and footway are constructed in accordance to 6Cs Guide standards. The scheme needs to be implemented prior to 1st occupation.

ii) A Section 278 Agreement (Highways Act 1980) will be required for the Greenhill Road/Warren Hill Road junction improvement, as generally shown on drawing number NTT/2180/002 rev P1. Full detail design will be required for approval (materials, signing and lining etc.) before work starts on the existing highway. The junction to be constructed in accordance to DMRB standards, and the scheme needs to be implemented prior to 1st occupation.

iii) A Section 278 Agreement (Highways Act 1980) will be required for the construction of a junction table on Greenhill Road / Cropston Lane junction, as generally shown on drawing number NTT/2180/003 rev P1. Full detail design will be required for approval (materials, signing and lining etc.) before work starts on the existing highway. The scheme needs to be implemented prior to 1st occupation.

However, prior to signing of the Section 278 Agreement the Developer will be required to carry out consultation of a scheme with statutory bodies, the local members and the local people. The results of the consultation to be submitted to the highway authority.

10 If the proposed roads do not conform to an acceptable standard for adoption i.e. turning head next to plot 28 it will NOT be considered for adoption and future maintenance by the Highway Authority. The Highway Authority will, however, serve APCs in respect of all plots served by all the private roads within the development in accordance with Section 219 of the Highways Act 1980. Payment of the charge MUST be made before building commences. Please note that the Highway Authority has standards for private roads which will need to be complied with to ensure that the APC may be exempted and the monies returned. Failure to comply with these standards will mean that monies cannot be refunded. For further details see www.leics.gov.uk/htd or phone 0116 3057198. Signs should be erected within the site at the access advising people that the road is a private road with no highway rights over it. Details of the future maintenance of the private road should be submitted for the approval of the LPA before any dwelling is occupied.

- 11 If the roads within the proposed development are to be adopted by the Highway Authority, the Developer will be required to enter into an agreement under section 38 of the Highways Act 1980 for the adoption of the roads. Detailed plans will need to be submitted and approved, the agreement signed and all sureties and fees paid prior to the commencement of development. If an Agreement is not in place when the development is to be commenced, the Highway Authority will serve APCs in respect of all plots served by all the roads within the development in accordance with Section 219 of the Highways Act 1980. Payment of the charge MUST be made before building commences.
- 12 All street furniture or lining that requires relocation or alteration shall be carried out entirely at the expense of the Developer, who shall first obtain separate consent of the Highway Authority.
- 13 If you intend to provide temporary directional signing to the proposed development, you must ensure that prior approval is obtained from the County Council's Area Manager for the size, design and location of any sign in the highway. It is likely that any sign erected in the highway without prior approval will be removed. Before you draw up a scheme, the Area manager's staff (telephone 0116 305 0001) will be happy to give advice concerning the numbers of signs and the locations where they are likely to be acceptable.
- 14 Please be aware that Leicestershire County Council as Lead Local Flood Authority (LLFA) are currently not a statutory consultee to the planning process for drainage matters. When Schedule 3 of the Flood and Water Management Act 2010 is implemented Leicestershire County Council will become the SuDs Approval Body (SAB) and also a statutory consultee of the planning process. You will need to contact Leicestershire County Council if you have an aspiration for us to adopt any SuDs features associated with the development. Please e-mail roadadoptions@leics.gov.uk if you wish to discuss further.
- 15 Planning permission has been granted for this proposal. The Local Planning Authority acted pro-actively through positive engagement with the applicant at the pre-application stage and during the determination process which led to improvements to the scheme. The Local Planning Authority has therefore acted pro-actively to secure a sustainable form of development in line with the requirements of the National Planning Policy Framework (paragraphs 186 and 187) and in accordance with the Town and Country Planning (Development Management Procedure) (England)) Order 2010 (as amended).
- 16 Written requests to discharge one or more conditions on a planning permission must be accompanied by a fee of £97 per request. Please contact the Local Planning Authority on 01530 454666 for further details.
- 17 This decision is subject to a Section 106 agreement to secure the following:
- NHS - £12,659.71
 - Police - £33,096
 - Civic Amenity - £5615
 - Library - £4940
 - Education - Coalville King Edward College - £149,180.79
 - Off-site highways contribution - £426,600
 - Off-site affordable housing contribution - £100,000

Travel Packs; to inform new residents from first occupation what sustainable travel choices are in the surrounding area (can be supplied by LCC at £52.85 per pack).

Six month bus passes, two per dwelling (2 application forms to be included in Travel Packs and funded by the developer); can be supplied through LCC at an average cost of £325.00 per pass - NOTE it is very unlikely that a development will get 100% take-up of passes, 25% is considered to be a high take-up rate.

Information display cases at nearest bus stops; to inform new residents of the nearest bus services in the area. At £120.00 per display.

Bus shelters at nearest bus stops; to provide high quality and attractive public transport facilities to encourage modal shift. At £4,908.00 per shelter.

Construction traffic routeing agreement

Review of viability if development not complete within 3 years

Section 106 monitoring

Your attention is drawn to the enclosed notes.

Signed:

Chris Elston
Planning & Development Team Manager
Proper Officer of the Council

Dated:

THIRD SCHEDULE
Police Contribution

Item	Amount of contribution requested £
Start up equipment	3,351.00
Vehicles	2,006.00
Additional radio call capacity	201.00
PND additions	103.00
Additional call handling	176.00
ANPR	2,413.00
Mobile CCTV	500.00
Additional premises	23,888.00
Hub equipment	158.00
TOTAL	£33,096.00

EXECUTED as a DEED by **BUILDING**)
AND SOCIAL HOUSING FOUNDATION)
acting by:)

Director *[Signature]*

Director/Secretary *[Signature]*

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

An Authorised Person *[Signature]*

12659 (c)



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

AW James
Authorised Signatory

32238



EXECUTED as a DEED by)
BDW TRADING LIMITED)
by two of its Attorneys under a)
Power of Attorney dated 2 July 2014)



Attorney: J. REDDINGTON.....

Witness signature: H. Bareford.....

Witness name: HELEN BAREFORD.....

Witness address: David Wilson Homes
Forest Business Park
Cartwright Way, Bardon Hill
Leicestershire
LE67 1GL

Witness occupation: PLANNING MANAGER.....

Attorney: R. SWANEY..... 

Witness signature: H. Bareford.....

Witness name: HELEN BAREFORD.....

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