

Tritax Symmetry (Hinckley) Limited

HINCKLEY NATIONAL

RAIL FREIGHT INTERCHANGE

The Hinckley National Rail Freight Interchange Development Consent Order

Project reference TR050007

S106 Heads of Terms

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2009

(as amended) Regulation 5(2)(q)

THE HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

S106 HEADS OF TERMS

1. INTRODUCTION

- 1.1 These are the proposed Heads of Terms for an agreement pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) (the TCPA). The agreement relates to the development consent order ("DCO") being applied for by Tritax Symmetry (Hinckley) Limited for the proposed Hinckley National Rail Freight Interchange ('HNRFI'). The agreement would secure the delivery of required planning obligations related to HNRFI.

2. PARTIES

- 2.1 The parties to the agreement will be:

~~2.1.1~~ 2.1.1 BLABY DISTRICT COUNCIL of Council Offices, Desford Road, Narborough, Leicester, LE19 2EP ("~~the District Council~~BDC")

~~2.1.2~~ 2.1.2 LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicester, ~~LE3 8RA~~ ("~~the County Council~~LE38RA" ("LCC"))

~~2.1.22.1.3~~ 2.1.22.1.3 HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Hinckley Hub, Rugby Road, Hinckley LE10 0FR ("HBBC")

~~2.1.32.1.4~~ 2.1.32.1.4 DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE ("the First Owner")

~~2.1.42.1.5~~ 2.1.42.1.5 DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY of Woodhouse Cottage, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE and the Blue Bell Inn, Long Street, Stoney Stanton, Leicester, Leicestershire, LE9 4DQ ("the Second Owner")

~~2.1.52.1.6~~ 2.1.52.1.6 ANNE ELIZABETH WINCOTT of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE ('the Third Owner')

~~2.1.62.1.7~~ 2.1.62.1.7 MADELINE MACE of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH ('the Fourth owner')

~~2.1.72.1.8~~ 2.1.72.1.8 JOHN CHARLES FOXON of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH ('the Fifth Owner')

~~2.1.82.1.9~~ 2.1.82.1.9 ANDREW GEORGE WINCOTT of Woodhouse Farm, Elmesthorpe, Leicestershire ('the Sixth Owner')

~~2.1.92.1.10~~ 2.1.92.1.10 DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE ('the Seventh Owner')

~~2.1.102.1.11~~ 2.1.102.1.11 MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH ('the Eighth Owner')

~~2.1.112.1.12~~ 2.1.112.1.12 ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JANE ELLIS of Woodhouse Farm, Burbage Common Road, Elmesthorpe Leicester LE9 7SE and of Cyden Hill, Offchurch Road, Hunningham, Leamington Spa ('the Ninth Owner')

~~2.1.122.1.13~~ BARCLAYS BANK UK PLC (Co 9740322) of P.O. Box 187, Leeds, LS11 1AN ('the First Mortgagee')

~~2.1.132.1.14~~ NATIONAL WESTMINSTER BANK PLC (CO 929027) of Credit Documentation Department, 8th Floor, 1 Hardman Boulevard, Manchester M3 3AQ ('the Second Mortgagee')

~~2.1.142.1.15~~ TRITAX SYMMETRY (HINCKLEY) LIMITED of 2 Roman Way, Northampton, NN4 5EA ('the Developer').

3. THE PLANNING OBLIGATIONS

3.1 The agreement shall contain planning obligations in respect of the following:

~~3.1.1 Bus Service Contribution — Consisting of £500,000 payment. To be paid to the County Council in five instalments of £100,000 with the first being paid upon first Occupation and then subsequent payments at annual intervals. Contribution towards improving the X6 Bus Service to allow for an extra service and covering an additional seven hours to the existing timetable.~~

Blaby District Council

~~3.1.1 Skills and Training Officer Obligations –~~

~~3.1.1.1 to implement the approved the Skills and Training Plan in accordance with the timeframes set out in the Skills and Training Plan;~~

Hinckley and Bosworth Borough Council

~~3.1.2 Visitor Centre Contribution — Consisting of [~~£-~~ to pay a contribution *sum to be agreed*] payment. To be paid to of £[] towards the District Council upon Commencement of refurbishment or replacement of the Visitor Centre within Burbage Common, upon first Occupation of the Development and used;~~

~~3.1.23.1.3 Bridleway Contribution - to pay a contribution of £70,400 towards the appointment resurfacing of a part time skills and training officer for a period Bridleway [] within Burbage Common, upon first Occupation of three years from the Commencement of the Development-;~~

~~3.1.4 New Permissive Route Contribution - to pay a contribution of £25,000 towards the provision of a new permissive route between the bridleway to be provided on the Development and Burbage Common Underbridge (the relevant land to be identified by reference to a plan), upon first Occupation of the Development;~~

~~3.1.5 Car Park Contribution - to pay a contribution of £[] towards the resurfacing of the main car park within Burbage Common and Smithy Lane, upon first Occupation of the Development;~~

~~3.1.6 Directional Signage Contribution - to pay a contribution of £15,000 towards the provision of new directional signage relating to Burbage Common, upon first Occupation of the Development;~~

~~3.1.7 Footpath Improvements Contribution - to pay a contribution of £[] towards the resurfacing of footpaths (up to 1500m - to be identified by reference to a plan) within Burbage Common, upon first Occupation of the Development;~~

Leicestershire County Council

3.1.8 Travel Packs Fee - to pay a contribution of £500 towards the costs associated with checking and approving the employee travel packs to be provided by Tritax Symmetry Limited, no later than 2 months prior to first Occupation of the Development;

3.1.9 Travel Plan Monitoring Fee - to pay a contribution of £11,337.50 towards the costs of monitoring compliance with the Travel Plan, upon first Occupation of the Development;

3.1.10 Travel Plan Co-ordinator – obligations to be secure a travel plan co-ordinator in respect of the Travel Plan;

3.1.11 Archaeology Monitoring Contribution - to pay a contribution of £7,312.50 towards the costs of monitoring the archaeology mitigation works, upon commencement of the relevant works.

4. **OBLIGATION LAND**

4.1 The obligations contained in the s106 agreement will bind the main site of the proposed development under the DCO ('the Obligation Land') but any land within the Order Limits but outside the main site will not be included. Due to the nature of the obligations (which all relate to the use and occupation of the main site) this is considered to be appropriate.

~~5. **CONDITONALITY**~~

5. **CONDITIONALITY**

5.1 The obligations contained in the agreement will be conditional upon the granting of a development consent order for HNRFI and the commencement of the development pursuant to the DCO.

5.2 The Developer shall enter into this Agreement to bind any legal interests it has in the Obligation Land. However the Developer shall not be bound by the obligations unless and until it acquires a legal interest in the Obligation Land being more than a conditional contract or option agreement and then it shall only be liable in respect of such part of the Obligation Land as it has acquired.

5.15.3 The Mortgagees shall consent to the relevant Owners entering into and the completion of the Agreement. They shall declare that their interests in the Obligation Land shall be bound by the terms of the Agreement as if they had been executed and registered as land charges prior to the creation of the Mortgagees' charges. For the avoidance of doubt the Mortgagees shall have no liability under the Agreement unless and until they become mortgagees in possession in which case they shall be bound by the obligations contained herein as if they were a successor in title to the relevant Owners.

6. **LEGAL FEES**

6.1 The Developer will be responsible for paying the reasonably incurred legal fees of the ~~District Council~~BDC, HBBC and ~~the County Council~~LCC in connection with the agreement.