

Tritax Symmetry (Hinckley) Limited

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

The Hinckley National Rail Freight Interchange Development Consent Order

Project reference TR050007

~~DRAFT~~ Draft **S106** ~~AGREEMENT~~ Agreement

Document reference: 9.1A

Revision: 001

~~December 2022~~

January 2024

Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations
2009 (as amended) Regulation 5(2)(q)

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Dated: 202[]

- (1) BLABY DISTRICT COUNCIL**
- (2) LEICESTERSHIRE COUNTY COUNCIL**
- (3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL**
- (4) ~~(3)~~ DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE**
- (5) ~~(4)~~ DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY**
- (6) ~~(5)~~ ANNE ELIZABETH WINCOTT**
- (7) ~~(6)~~ MADELINE MACE**
- (8) ~~(7)~~ JOHN CHARLES FOXON**
- (9) ~~(8)~~ ANDREW GEORGE WINCOTT**
- (10) ~~(9)~~ DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE**
- (11) ~~(10)~~ MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON**
- (12) ~~(11)~~ ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JANE ELLIS**
- (13) ~~(12)~~ BARCLAYS BANK UK PLC**
- (14) ~~(13)~~ NATIONAL WESTMINSTER BANK PLC**
- (15) ~~(14)~~ TRITAX SYMMETRY (HINCKLEY) LIMITED**

DEVELOPMENT CONSENT OBLIGATION

**EVERSHEDS
SUTHERLAND**

under section 106 of the Town and Country Planning Act 1990 (as amended) relating to The Hinckley National Rail Freight Interchange

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THIS AGREEMENT is made on

2022 []

BETWEEN:

- (1) **BLABY DISTRICT COUNCIL** of Council Offices, Desford Road, Narborough, Leicester, LE19 2EP ("the District Council")
- (2) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA ("the County Council")
- (3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR ("the Borough Council")
- (4) ~~(3)~~ **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE ("the First Owner")
- (5) ~~(4)~~ **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")
- (6) ~~(5)~~ **ANNE ELIZABETH WINCOTT** of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE ("the Third Owner")
- (7) ~~(6)~~ **MADLINE MACE** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH ("the Fourth Owner")
- (8) ~~(7)~~ **JOHN CHARLES FOXON** of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH ("the Fifth Owner")
- (9) ~~(8)~~ **ANDREW GEORGE WINCOTT** of Woodhouse Farm, Elmesthorpe, Leicestershire ("the Sixth Owner")
- (10) ~~(9)~~ **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE ("the Seventh Owner")
- (11) ~~(10)~~ **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH ("the Eighth Owner")
- (12) ~~(11)~~ **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")
- (13) ~~(12)~~ **BARCLAYS BANK UK PLC (CO 9740322)** of 1 Churchill Place, London, England, E14 5HP ("the First Mortgage")
- (14) ~~(13)~~ **NATIONAL WESTMINSTER BANK PLC (CO 929027)** of 250 Bishopsgate, London, England, EC2M 4AA ("the Second Mortgage")
- (15) ~~(14)~~ **TRITAX SYMMETRY (HINCKLEY) LIMITED (CO 10885167)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA ("the Developer")

BACKGROUND

- (A) For the purposes of the 1990 Act, the District Council ~~is~~ and the Borough Council are the local planning ~~authority~~ authorities for the area within which the Obligation Land is located and by whom the obligations contained in this Agreement are enforceable (as applicable).

- (B) The Obligation Land forms part of the Order Limits of the DCO.
- (C) The County Council is the highway authority as defined in the Highways Act 1980 for the area in which the Obligation Land is located and by whom the obligations contained in this Agreement are enforceable.
- (D) The First Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT79367 free from encumbrances that would prevent the Owner entering into this Agreement.
- (E) The Second Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers LT237757 and LT402144 free from encumbrances that would prevent the Owner entering into this Agreement.
- (F) The Third Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT247308 free from encumbrances that would prevent the Owner entering into this Agreement.
- (G) The Fourth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers LT260280 and LT278346 free from encumbrances that would prevent the Owner entering into this Agreement.
- (H) The Fifth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT264055 free from encumbrances that would prevent the Owner entering into this Agreement.
- (I) The Sixth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT325644 free from encumbrances that would prevent the Owner entering into this Agreement.
- (J) The Sixth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT325644 free from encumbrances that would prevent the Owner entering into this Agreement.
- (K) The Seventh Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT339299 free from encumbrances that would prevent the Owner entering into this Agreement.
- (L) The Eighth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT362270 free from encumbrances that would prevent the Owner entering into this Agreement.
- (M) The Ninth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT490587 free from encumbrances that would prevent the Owner entering into this Agreement.
- (N) The First Mortgagee has a registered charge dated 3rd July 2007 over the Second Owner's title LT237757.
- (O) The Second Mortgagee has a registered charge dated 18th April 2013 over the Third Owner's title being LT247308.
- (P) The Developer has the benefit of various options to acquire the Obligation Land and intends to construct and operate the Development as authorised by the DCO.
- (Q) The Owners have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the District Council and the Borough Council and the County Council against the Owners and their successors in title and to ensure the Development is regulated by the obligations as set out.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Commencement Date"	the date specified in clause 3.1 and Commencement of Development / Commence Development shall be construed accordingly
"Contributions"	means each and every financial payment to be paid by the Owners to the District Council in Schedules 1 to 23 inclusive
"the Councils"	the District Council and the <u>Borough Council and the</u> County Council or either of them as the case may be
"the DCO"	the development consent order to be made under the 2008 Act currently titled The Hinckley National Rail Freight Interchange Order 202[X]
"the Development"	means the development authorised by the DCO
"Index Linked"	Means increased by any such percentage (if any) as the figure for the Relevant Index most recently published prior to the date of payment of the sum to be paid bears to the most recently published figure for such index prior to the date of this Agreement
"Mortgagees"	means together the First Mortgagee and Second Mortgagee or either of them as the case may be
"Obligation Land"	the land shown edged red on Plan 1 to which the obligations in this Agreement apply
"Occupation"	means the Occupation for use for which the relevant unit was designed excluding occupation for the sole purpose of construction fitting out security marketing or repair and "Occupy" and "Occupied" shall be construed accordingly
"Order Limits"	the order limits of the DCO shown edged red on Plan 2
"the Owners"	means collectively the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner, the Sixth Owner, the Seventh Owner, the Eighth Owner, and the Ninth Owner or either one of

them or group of them as the case may be.

“Plan 1”

the Plan attached at **Appendix 1**

“Plan 2”

the Plan attached at **Appendix 2**

“Relevant Index”

except where detailed below means the All Items Index of Retail Prices issued by the Office for National Statistics

“Unit”

a warehouse on the Development constructed pursuant to the DCO and “Units” shall be interpreted accordingly

“Unused”

means those monies which remain unspent by the District Council and/or the Borough Council and/or the County Council (as relevant) for the avoidance of doubt any sums which the District Council and/or the Borough Council and/or the County Council are contractually obliged to pay at a future date but which have not yet been paid shall not be considered unused for the purposes of this Agreement.

“Working Days”

means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

1.2 In this Agreement:

1.2.1 further definitions are contained in **Schedules 1 to 2**

1.2.2 the clause headings do not affect its construction or interpretation;

1.2.3 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.4 words importing the singular meaning where the context so admits include the plural meaning and vice versa;

1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;

1.2.6 all obligations made on or behalf of all the Owners are enforceable against all of the Owners jointly and severally unless there is an express provision otherwise;

1.2.7 references to any statute or statutory provision include references to:

1.2.7.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.7.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

- 1.2.8 references to the Obligation Land include any part of it;
- 1.2.9 references to any party in this Agreement include the successors in title of that party and in the case of the District Council and the Borough Council and the County Council includes any successor local planning authority and local highway authority exercising planning powers under the 1990 Act "including" means "including, without limitation";
- 1.2.10 any covenant by the Owners or the District Council or the Borough Council or the County Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.3 All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the District Council, the Borough Council, the County Council and the Owners and as defined their successors in title or successor authorities shall have any right to enforce any obligation or term of this Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act as amended by s174 of the 2008 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the planning obligations contained in **clauses 4.1** and **schedules 1 to 23 (inclusive)** shall bind the interest of the Owners and their successors in title and assigns to the Obligation Land and each and every party of the Obligation Land.
- 2.2 The Developer enters into this Agreement to bind any legal interests it has in the Obligation Land. However the Developer shall not be bound by the obligations herein unless and until it acquires a legal interest in the Obligation Land being more than an option or 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.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the District Council or the Borough Council of any of their statutory powers, functions or discretions in relation to the Obligation Land or otherwise.
- 2.4 Obligations to perform or carry out works or activities on any part of the Obligation Land or to observe and perform and perform and obligations only relating to part of the Obligation Land shall only be enforceable against persons with an interest in the part of the Obligation Land to which that obligation relates.
- 2.5 This Agreement will be registered as a local land charge by the District Council [and the Borough Council].

3. **COMMENCEMENT DATE**

- 3.1 Save where specifically provided to the contrary the obligations contained in **clauses 4.1 to 4.4** and **Schedules 1 to 2** to this Agreement will not come into effect until the date on which the DCO has been granted and Development commences through the carrying out on the Obligation Land of a material operation as specified in section 56(4) of the 1990 Act PROVIDED THAT the

following operations will not constitute a material operation for the purposes of this Agreement:

- 3.1.1 the erection of any temporary means of enclosure for the purposes of Obligation Land security;
- 3.1.2 the temporary display of advertisements;
- 3.1.3 archaeological investigations or investigations for the purpose of assessing ground conditions or surveys;
- 3.1.4 remedial work in respect of any contamination or other adverse ground conditions;
- 3.1.5 provision of temporary site access for construction traffic;
- 3.1.6 the demolition of any existing buildings or structures;
- 3.1.7 the clearance of the Obligation Land;
- 3.1.8 pegging out;
- 3.1.9 tree protection;
- 3.1.10 testing and sampling (including soil testing);
- 3.1.11 works for the provision or diversion of drainage or mains services to prepare the Obligation Land for development or works to statutory undertaker's apparatus;
- 3.1.12 erecting contractors' compounds;
- 3.1.13 any other preparatory works as may be agreed in writing with the District Council [and the Borough Council].

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Owners agree with the District Council to comply with their obligations set out in ~~Schedules 1 to~~ **Schedule 2** in relation to the Development.
- 4.2 The Owners agree with the County Council to comply with their obligations set out in ~~Schedules 1 to~~ Schedule 1 in relation to the Development.
- 4.3 The Owners agree with the Borough Council to comply with their obligations set out in ~~Schedule 2~~ **Schedule 3** in relation to the Development.
- 4.4 ~~4.3~~—The District Council agree with the Owners to comply with their obligations set out in **Schedules 2** in relation to the Development.
- 4.5 ~~4.4~~—The County Council agree with the District Council to comply with their obligations set out in **Schedule 1** in relation to the Development.
- 4.6 The Borough Council agree with the District Council to comply with their obligations set out in **Schedule 3** in relation to the Development.
- 4.7 ~~4.5~~—No person will be liable for any breach of the terms of this Agreement occurring after parting with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date.

5. **FUTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS**

5.1 Nothing in this Agreement shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the 1990 Act or a development consent order granted pursuant to the 2008 Act (other than the DCO) either before or after the date of this Agreement.

6. **TERMINATION OF THIS AGREEMENT**

6.1 This Agreement will come to an end if the DCO is quashed, cancelled or revoked prior to the Commencement of Development.

6.2 Where the Agreement comes to an end under **clause 6.1** the District Council [and the Borough Council] is, upon written request from any of the Owners, to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Obligation Land.

6.3 If the Owners make a request in writing for the District Council [and the Borough Council] to place a note against the entry made in the Local Land Charges register stating which obligations under this Agreement have been discharged and complied with, the District Council [and the Borough Council] will place such a note against the entry provided that no such request can be made on more than six occasions in each calendar year.

7. **NOTICES**

7.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

7.3.1 if delivered by hand, at the time of delivery;

7.3.2 if sent by post, on the second Working Day after posting; or

7.3.3 if sent by recorded delivery, at the time delivery was signed for.

7.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

7.5 For the avoidance of doubt, where proceedings have been issued in the Court of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. **THE COUNCILS' LEGAL FEES**

8.1 Upon completion of this Agreement the Developer is to pay to the District Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of £[].

8.2 Upon completion of this Agreement the Developer is to pay to the County Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of [].

8.3 Upon completion of this Agreement the Developer is to pay to the Borough Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of [].

9. DETERMINATION OF DISPUTES

9.1 Subject to **clause 9.7**, if any dispute arises relating to or arising out of the terms of this Agreement, all parties agree to the procedure under this **clause 9**. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 For the purposes of this **clause 9** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than fifteen years' relevant experience.

9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 9.4**.

9.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

9.5 The Specialist is to act as an independent expert and:

9.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

9.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

9.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 9**, including costs connected with the appointment of the Specialist, the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

9.7 This **clause 9** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

9.8 For the avoidance of doubt except where it is expressly stated that **clause 9** shall apply the provisions of this **clause 9** shall not affect the ability of the District Council or the Borough Council or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

10. **WAIVER**

10.1 No waiver (whether expressed or implied) by the District Council, the Borough Council, the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council or the Borough Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. **CHANGE IN OWNERSHIP**

11.1 The Owners agree with the District Council and the Borough Council and the County Council to give the District Council and the Borough Council and the County Council written notice within 7 days of any change in ownership of any of their respective interests in the Obligation Land (with the exception of lettings of individual units and transfers to statutory undertakers) occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Obligation Land or unit of occupation purchased by reference to a plan.

12. **JURISDICTION**

12.1 This Agreement is to be governed by and interpreted in accordance with the laws of England.

12.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

13. **INDEXATION**

13.1 It is agreed that all amounts specified in or ascertainable by reference to this Agreement shall Index Linked from the date of this Agreement until the date of each payment with an allowance being made for any stage payment.

13.2 If the Relevant Index is rebased or replaced an appropriate alternative index shall be substituted by the agreement of the parties to this Agreement. Any dispute concerning that substitution shall be resolved pursuant to **Clause 9**.

14. **INTEREST**

14.1 If any payment due to the District Council or the Borough Council or the County Council under this Agreement is paid late interest will be payable from the date payment is due to the date of payment at 4% above the base lending

rate of Barclays Bank plc prevailing at the time unless otherwise expressly stated in this Agreement.

- 14.2 If any Unused Contributions are being returned by the District Council or the Borough Council or the County Council under the terms of this Agreement such refund shall include the payment of any interest accrued while the monies were in the possession of the District Council or the Borough Council or the County Council.

15. **AGREEMENT**

- 15.1 When the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the Borough Council or the County Council under the terms of this Agreement such agreement, approval, consent or expression of satisfaction:

15.1.1 must be evidenced in writing;

15.1.2 shall not be unreasonably delayed; and

15.1.3 except when stated to be entirely at the discretion of the District Council or the Borough Council or the County Council shall not be unreasonably withheld.

16. **USE OF CONTRIBUTIONS**

- 16.1 The District Council and the Borough Council and the County Council covenant to provide the Owners with such reasonable evidence as they require to confirm the expenditure of the sums paid by the Owners under this Agreement within 20 Working Days of receiving a written request from the Owners to do so.

17. **MORTGAGEES' CONSENT**

- 17.1 The Mortgagees consent to the relevant Owners entering into and the completion of this Agreement and declare that their interests in the Obligation Land shall be bound by the terms of this Agreement as if they had been executed and registered as land charges prior to the creation of the Mortgagees' interests in the Obligation Land and for the avoidance of doubt the Mortgagees shall otherwise have no liability under this 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.

18. **EXECUTION**

- 18.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

Covenants with the County Council

Definitions

"Bus Service Contribution"	means together the Bus Service Contribution Part 1, Bus Service Contribution Part 2, Bus Service Contribution Part 3, Bus Service Contribution Part 4, and the Bus Service Contribution Part 5
"Bus Service Contribution Part 1"	means the sum of £100,000 (One Hundred Thousand Pounds)
"Bus Service Contribution Part 2"	means the sum of £100,000 (One Hundred Thousand Pounds)
"Bus Service Contribution Part 3"	means the sum of £100,000 (One Hundred Thousand Pounds)
"Bus Service Contribution Part 4"	means the sum of £100,000 (One Hundred Thousand Pounds)
"Bus Service Contribution Part 5"	means the sum of £100,000 (One Hundred Thousand Pounds)
"Bus Service Improvements"	improvements to the X6 Bus Service to allow for an extra service and covering an additional seven hours to the existing timetable.

<u>"Archaeology Monitoring Fee"</u>	<u>the sum of £7,312.50 (seven thousand three hundred and twelve pounds and fifty pence) as a contribution towards the County Council's costs associated with monitoring compliance with the Archaeological Works</u>
<u>"Archaeology Works"</u>	<u>the archaeological works forming to be carried out as part of the Development as authorised by the DCO</u>
<u>"Travel Pack"</u>	<u>a pack providing information on public transport and other means of travel to and from the Development other than by means of private car</u>
<u>"Travel Pack Administration Fee"</u>	<u>the sum of £500 (five hundred pounds) as a contribution towards the County Council's costs associated with reviewing and approving the Travel Pack</u>
<u>"Travel Plan"</u>	<u>means a travel plan(s) to be approved pursuant to Requirement 8 of Part 1 of Schedule 2 of the DCO</u>

<u>"Travel Plan Co-ordinator"</u>	<u>the person responsible for the implementation of the Travel Plan(s)</u>
<u>"Travel Plan Monitoring Fee"</u>	<u>the sum of £11,337.50 (eleven thousand three hundred and thirty seven pounds and fifty pence) as a contribution towards the County Council's costs associated with monitoring compliance with the Travel Plan</u>

THE OWNERS' COVENANTS

The Owners covenant to:

1. ~~PART 1 – BUS SERVICE CONTRIBUTION~~ Travel Packs

~~1.1 To pay the Bus Service Contribution Part 1 upon~~ No later than 2 (two) months prior to the first Occupation of the Development;

1.1.1 to submit a sample Travel Pack to the County Council together with the Travel Pack Administration Fee for approval in writing; and

1.1.2 not to Occupy the Development until such approval has been given (such approval not to be unreasonably withheld or delayed).

1.2 Prior to the first Occupation of all relevant Units:

1.2.1 to issue the approved Travel Pack to each occupier of the relevant Units; and

1.2.2 not to Occupy the relevant Units until the Travel Packs have been issued to the occupiers of the Units.

2. Part 2 - Travel Plan

~~1.2 To pay the Bus Service Contribution Part 2 upon the first~~ appoint a Travel Plan Co-ordinator prior to first Occupation of the Development for the period until the fifth anniversary of the first Occupation of the final Unit to be Occupied and not to Occupy the Development; until the Travel Plan Co-ordinator has been appointed.

~~1.3 To pay the Bus Service Contribution Part 3 upon the second anniversary of the first Occupation of the Development;~~

~~1.4 To pay the Bus Service Contribution Part 4 upon the third anniversary of the~~

2.2 To pay the Travel Plan Monitoring Fee to the County Council prior to first Occupation of the Development; and

~~1.5 To pay the Bus Service Contribution Part 5 upon the fourth anniversary of the first Occupation of the Development, and not to Occupy the Development until the Travel Plan Monitoring Fee has been paid to the County Council.~~

3. Part 3 – Archaeology Monitoring Fee

3.1 To pay the Archaeology Monitoring Fee to the County Council prior carrying out the Archaeology Works and not to carry out the Archaeology Works until the Archaeology Monitoring Fee has been paid to the County Council.

3.2

4.

2.PART 2 – THE COUNTY COUNCIL COVENANTS

The County Council covenant to:

~~2.1 To use the Bus Service Contribution towards the Bus Service Improvements.~~

4.1 To use the Archaeology Monitoring Fee, the Travel Pack Administration Fee and the Travel Plan Monitoring Fee towards purposes specified in this Schedule.

4.2 ~~2.2~~ To repay any part of the Bus Service Contribution, Archaeology Monitoring Fee, the Travel Pack Administration Fee and the Travel Plan Monitoring Fee which remains remain Unused after a period of five years from the date the final payment of the Bus Service Contribution, Archaeology Monitoring Fee, the Travel Pack Administration Fee or the Travel Plan Monitoring Fee was made to the County Council.

4.3 To use reasonable endeavours to approve the Travel Pack as soon as is reasonably practicable following receipt by the Owners PROVIDED THAT:

4.3.1 the County Council shall notify the Owners of any recommendations reasonably required to enable the Travel Pack to be approved within 20 Working Days of submission of the Travel Pack; and

4.3.2 if the Travel Pack has not been approved by the County Council nor any recommendations notified to the Owners in accordance with paragraph 4.3.1 above within 20 Working Days of submission (or such longer period as may be agreed between the County Council and the Owners), the Travel Pack shall be deemed to be approved.

SCHEDULE 2

Covenants with the District Council

Definitions

<p>“Skills and Training OfficerPlan”</p>	<p>means an officer who shall as a minimum be responsible for:</p> <p>(a) — developing and maintaining key relationships to provide an effective communication mechanism between training, education and employment providers;</p> <p>(b) — being a central point of contact for liaison with key staff and subcontractors acting on behalf of the Developer to interpret and plan on-site placements, employment and training activity in line with the programme of works; and</p> <p>(c) — monitoring and reporting on activity delivering against targets agreed and sharing updates with partners the work and skills plan framework agreed with the District Council and appended to this Agreement at <u>Appendix 3</u></p>
<p>“Skills and Training Officer Appointment”</p>	<p>means the appointment of a part time Skills and Training Officer for a period of three years from the Commencement of Development.</p>
<p>“Skills and Training Officer Contribution”</p>	<p>means the sum of [—]</p>

THE OWNERS’ COVENANTS

The Owners covenant to:

1. **PART 1 – Skills and Training ~~Officer~~**

1.1 To implement and comply with the Skills and Training Plan in accordance with the timeframes set out in the Skills and Training Plan.

SCHEDULE 3

Covenants with the Borough Council

Definitions

<u>"Bridleway Contribution"</u>	<u>The sum of [£70,400 (seventy thousand four hundred pounds)] towards the costs of associated with the resurfacing of bridleway [] within Burbage Common</u>
<u>"Car Park Contribution"</u>	<u>the sum of £[] ([] pounds) towards the costs associated with resurfacing of the main car park within Burbage Common and Smithy Lane</u>
<u>"Directional Signage Contribution"</u>	<u>the sum of £15,000 (fifteen thousand pounds) towards costs associated with the provision of new directional signage relating to Burbage Common</u>
<u>"Footpath Improvements Contribution"</u>	<u>the sum of £[] ([] pounds) towards costs associated with the resurfacing of footpaths identified on the Footpaths Plan (up to 1500m of footpaths) within Burbage Common</u>
<u>"Footpaths Plan"</u>	<u>the plan appended to this Agreement at Appendix 4 for the purposes of identifying the footpath(s) to which the Footpath Improvements Contribution relates</u>
<u>"New Permissive Route Contribution"</u>	<u>the sum of £25,000 (twenty five thousand pounds) towards costs associated with the provision of a new permissive route between the bridleway to be provided on the Development and Burbage Common Underbridge as identified on the New Permissive Route Plan</u>
<u>"New Permissive Route Plan"</u>	<u>the plan appended to this Agreement at Appendix 5 for the purposes of identifying the indicative new permissive route to which the New Permissive Route Contribution relates</u>
<u>"Visitor Centre Contribution"</u>	<u>the sum of £[] ([] pounds) towards the costs associated with the refurbishment or replacement of the visitor centre within Burbage Common</u>

THE OWNERS' COVENANTS

The Owners covenant to:

1. PART 1 – Financial Contributions

1.1 To pay the Bridleway Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Bridleway Contribution has been paid to the District Council.

~~1.1 To pay the Skills and Training Officer Contribution upon Commencement of Development~~

~~1.2 To pay the Car Park Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Car Park Contribution has been paid to the District Council.~~

~~1.3 To pay the Directional Signage Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Directional Signage Contribution has been paid to the District Council.~~

~~1.4 To pay the Footpath Improvements Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Footpath Improvements Contribution has been paid to the District Council.~~

~~1.5 To pay the New Permissive Path Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the New Permissive Path Contribution has been paid to the District Council.~~

~~1.6 To pay the Visitor Centre Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Visitor Centre Contribution has been paid to the District Council.~~

2. **PART 23 – THE ~~DISTRICTBOROUGH~~ COUNCIL COVENANTS**

~~2.1 To use the Skills and Training Officer Contribution towards the Skills and Training Officer Appointment contributions payable in accordance with paragraph 1 above for the purposes specified in this Schedule.~~

~~2.2 To repay any part of the Skills and Training Officer Contribution contributions to be paid in accordance with paragraph which remains above which remain Unused after a period of five years from the date the Skills and Training Officer Contribution relevant contributions was paid to the ~~DistrictBorough~~ Council.~~

APPENDIX 1

PLAN 1 – Obligation Land

APPENDIX 2

PLAN 2 – Order Limits

APPENDIX 3

SKILLS AND TRAINING PLAN

APPENDIX 4

Footpaths Plan

APPENDIX 5

New Permissive Route Plan

THE SEAL of BLABY DISTRICT COUNCIL was hereunto affixed in the presence of:))

Authorised Officer

THE SEAL of HINCKELY AND BOSOWRTH BOROUGH COUNCIL was hereunto affixed in the presence of:))

Authorised Officer

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

Authorised Officer

EXECUTED AS A DEED BY)
TRITAX SYMMETRY (HINCKLEY) LIMITED acting by)
in the presence of)

Witness Signature
Name
Address
Occupation

EXECUTED AS A DEED BY)

BARCLAYS BANK PLC acting by its)
attorney(s) in the presence of)

Witness Signature

Name

Address

Occupation

EXECUTED AS A DEED BY)
NATIONAL WESTMINSTER BANK PLC acting by its)
attorney(s) in the presence of)

Witness Signature

Name

Address

Occupation

Executed as a deed by
DAVID WILLIAM HEBBLETHWAITE
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
CAROLINE MARGARET HEBBLETHWAITE
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by

DAVID JOHN GAMBLE

.....
in the presence of:

Signature

Witness signature

Name

Address

Executed as a deed by
SUSAN ALEXANDRA SAMPEY
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
ANNE ELIZABETH WINCOTT
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
MADLINE MACE
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
JOHN CHARLES FOXON
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
ANDREW GEORGE WINCOTT
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
JAMES DANIEL HEBBLETHWAITE
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
MATTHEW DAVID JOHNSON
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
RACHEL JEAN JOHNSON
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
ANNE ELIZABETH WINCOTT
in the presence of:

.....
Signature

Witness signature

Name

Address

Executed as a deed by
CAROLINE JANE ELLIS
in the presence of:

.....
Signature

Witness signature

Name

Address