

Tritax Symmetry (Hinckley) Limited

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

The Hinckley National Rail Freight Interchange Development Consent Order

Project reference TR050007

DCO Obligation S106 Agreement

Document reference: [9.1B9.1C](#)

Revision: [012](#)

279 February 2024

Planning Act 2008

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

Dated: ~~2021~~ 2024

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

DEVELOPMENT CONSENT OBLIGATION

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

THIS AGREEMENT is made on

~~1~~ 2024

BETWEEN:

- (1) **BLABY DISTRICT COUNCIL** of Council Offices, Desford Road, Narborough, Leicester, LE19 2EP (**"the District Council"**)
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (**"the Borough Council"**)
- (3) **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**"the First Owner"**)
- (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"**)
- (5) **ANNE ELIZABETH WINCOTT** of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE (**'the Third Owner'**)
- (6) **MADLINE MACE** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH (**'the Fourth Owner'**)
- (7) **JOHN CHARLES FOXON** of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH (**'the Fifth Owner'**)
- (8) **ANDREW GEORGE WINCOTT** of Woodhouse Farm, Elmesthorpe, Leicestershire (**'the Sixth Owner'**)
- (9) **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**'the Seventh Owner'**)
- (10) **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH (**'the Eighth Owner'**)
- (11) **ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JAYNE ELLIS** of Woodhouse Farm, Burbage Common Road, Elmesthorpe Leicester LE9 7SE and of Cyden Hill, Offchurch Road, Hunningham, Leamington Spa (**'the Ninth Owner'**)
- (12) **TRITAX SYMMETRY (BARWELL) LIMITED (CO 11331747)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**'the Tenth Owner'**).
- (13) **BARCLAYS BANK UK PLC (CO 9740322)** of 1 Churchill Place, London, England, E14 5HP (**'the Mortgagee'**)
- (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 and the Borough Council are the local planning 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 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.
- (D) 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.
- (E) 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.
- (F) 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.
- (G) 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.
- (H) 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.
- ~~(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.~~
- ~~(I)~~ ~~(J)~~ 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.
- ~~(J)~~ ~~(K)~~ 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.
- ~~(K)~~ ~~(L)~~ 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.
- ~~(L)~~ ~~(M)~~ The Tenth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT117872 free from encumbrances that would prevent the Owner entering into this Agreement.
- ~~(M)~~ ~~(N)~~ The Mortgagee has a registered charge dated 3rd July 2007 over the Second Owner's title LT237757.
- ~~(N)~~ ~~(O)~~ The Developer has the benefit of various options to acquire the Obligation Land and is the freehold owner of the parts of the Obligation Land registered at HM Land Registry under title numbers LT371683 and LT273590 free from encumbrances that would prevent the Owner entering into this Agreement. The Developer intends to construct and operate the Development as authorised by the DCO.
- ~~(O)~~ ~~(P)~~ 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 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 32 inclusive
"the Councils"	the District Council and the Borough 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
"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 <u>Unit</u> 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, the Ninth Owner and <u>and the Developer</u> 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”	the Retail Price Index 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 (as relevant) for the avoidance of doubt any sums which the District Council and/or the Borough 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 all obligations made on behalf of all of the Owners as set out in Schedule 1 are enforceable by the District Council against all of the Owners jointly and severally;
- 1.2.8 all obligations made on behalf of all of the Owners as set out in Schedule 2 are enforceable by the Borough Council against all of the Owners of the Obligation Land jointly and severally;
- 1.2.9 references to any statute or statutory provision include references to:
 - 1.2.9.1 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
 - 1.2.9.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.10 references to the Obligation Land include any part of it;

- 1.2.11 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 includes any successor local planning authority and local highway authority exercising planning powers under the 1990 Act "including" means "including, without limitation";
 - 1.2.12 any covenant by the Owners or the District Council or the Borough Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing; and
 - 1.2.13 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 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~~**clause 4** and **schedules 1 to 32 (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 (for the purposes of clause 2.4) it shall~~ only be liable in respect of such part of the Obligation Land as it has ~~acquired~~a legal interest.
- 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 any 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 4.44.5** and **Schedules 1** ~~(save for the obligations in paragraph 2.1 of Schedule 1 which shall take effect from the date the DCO is granted)~~ **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~~.

3.2 [For the avoidance of doubt the obligations in Part 1 paragraph 1.1 and Part 2 paragraph 2.1 of Schedule 1 and Part 1 paragraph 1.7 of Schedule 2 shall take effect from the date the DCO is granted.](#)

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Owners agree with the District Council to comply with their obligations set out in **Schedule 1** in relation to the Development.
- 4.2 The Owners agree with the Borough Council to comply with their obligations set out in **Schedule 2** in relation to the Development.
- 4.3 The District Council agree with the Owners to comply with their obligations set out in **Schedules 1** in relation to the Development.
- 4.5 The Borough Council agree with the ~~District Council~~[Owners](#) to comply with their obligations set out in **Schedule 2** in relation to the Development.
- 4.6 The Owners shall provide the District Council and the Borough Council with written notice of:
 - 4.6.1 the intention to Commence Development no later than 10 Working Days prior to Commencement of Development;
 - 4.6.2 the intention to first Occupy the Development no later than 10 Working days prior to Occupation of the Development.
- 4.7 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~~FURTHER 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 shall determine if the DCO is quashed, cancelled, revoked or expires prior to the Commencement of Development except to the extent that any obligation in this Agreement has been performed in whole or in part.

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 courts in 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 ~~£-~~£5,200 (five thousand two hundred pounds)

8.2 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 ~~£~~[£5,000 \(five thousand pounds\)](#).

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 either party may give the other written notice requiring the dispute to be determined under this Clause 9 and the notice shall 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 fifteen 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 fifteen 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 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 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 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 to give the District Council and the Borough 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 be Index Linked from the date of this Agreement until the date ~~until~~ a contribution amount or payment is due to be paid.

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 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 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.

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 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 shall not be unreasonably withheld.

16. **USE OF CONTRIBUTIONS**

16.1 The District Council and the Borough 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.

16.2 The Owners may only make a written request under clause 16.1 twice a year.

17. **MORTGAGEE'S CONSENT**

17.1 The Mortgagee consents to the ~~Second Owner~~relevant Owners entering into this Agreement and the completion of the same and declare that ~~their~~its interests in the Obligation Land shall be bound by the terms of this Agreement as if ~~they~~it had been executed and registered as land charges prior to the creation of the Mortgagee's interest in the Obligation Land and for the avoidance of doubt the Mortgagee shall otherwise have no liability under this Agreement unless and until it becomes a mortgagee in possession and ~~carries~~carry out ~~causes~~cause or ~~permits~~permit to be carried out the Development whilst in possession in which case it shall be bound by the obligations contained herein as if ~~they~~it were a successor in title to the ~~Second Owner~~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 District Council

Definitions

<u>"HGV Route Management Plan and Strategy"</u>	the HGV route management plan and strategy approved pursuant to requirement 18 of the DCO
<u>"HGV Routeing Monitoring Fee"</u>	the sum of £1,440 (one thousand four hundred and forty pounds) payable per HGV Routeing Monitoring Meeting towards the District Council's costs associated with attending HGV Routeing Monitoring Meetings
<u>"HGV Routeing Monitoring Meeting"</u>	a meeting to be attended by the District Council within one year of first Occupation (unless requested sooner by one of the parties) and thereafter annually (unless the group agrees to meet more than once annually), for a period of no less than 10 years from the date of the first meeting
<u>"Practical Completion"</u>	the date at which the Developer's independent Employers Agent warrants that the final Unit on the Development is completed
"Section 106 Monitoring Fee"	the sum of £250 (two hundred and fifty pounds) or 2% of the value of the developer contributions payable to the District Council, whichever is greater, payable towards the District Council's costs associated with the monitoring and enforcement of this Agreement.
"Works and Skills Plan"	the works and skills plan framework agreed with the District Council and appended to this Agreement at Appendix 3
"Works and Skills Plan Monitoring Meeting"	a meeting to be attended by the District Council to be held on a quarterly basis (for a total number of 10 years) twice a year (until a period of 1 year following Practical Completion) to monitor compliance with the Works and Skills Plan
"Works and Skills Plan Monitoring Fee"	the sum of £1,440 (one thousand four hundred and forty pounds) payable <u>per Work and Skills Plan Monitoring Meeting, payable</u> annually towards the District Council's costs associated with attending the Works the Works and Skills Plan Monitoring Meetings

THE OWNERS' COVENANTS

The Owners covenant ~~to~~:

1. **Part 1 – Section 106 Monitoring Fee**

1.1 To pay the Section 106 Monitoring Fee prior to the Commencement of Development.

2. **Part 2 – Works and Skills**

2.1 To implement and comply with the Works and Skills Plan in accordance with the timeframes set out in the Works and Skills Plan.

3. **Part 3 – Works and Skills Plan Monitoring Fee**

3.1 To pay the Works and Skills Plan Monitoring Fee to the District Council ~~on an annual basis and per Works and Skills and Training Plan Monitoring Meeting~~ by no later than 1 (one) month prior to the date the first relevant Works and Skills Plan Monitoring Meeting ~~takes place each year~~.

4. **Part 4 – HGV Route Management Plan and Strategy Steering Group Review Panel Meeting**

4.1 To pay the HGV Routeing Monitoring Fee to the District Council per HGV Routeing Monitoring Meeting by no later than 1 (one) month prior to the date the relevant HGV Routeing Monitoring Meeting.

5. ~~4.~~ **Part 45 – THE DISTRICT COUNCIL COVENANTS**

5.1 ~~4.1~~ To use the contributions payable in accordance with this Schedule for the purposes specified in this Schedule.

5.2 ~~4.2~~ To repay any part of the contributions to be paid in accordance with this Schedule which above which remain Unused after a period of five years from the date the relevant contributions was paid to the District Council. For the avoidance of doubt any relevant contributions shall be repaid to the parties listed as the Owners of the Obligation Land at the time of entering into this Deed.

SCHEDULE 2

Covenants with the Borough Council

Definitions

"Bike Shelter Contribution"	the sum of £10,000 (ten thousand pounds) towards the cost associated with provision of and/or improvements to cycle storage facilities within Burbage Common
"Bridleway Contribution"	The sum of £70,400 (seventy thousand four hundred pounds) towards the costs of and associated with the resurfacing of bridleway U51 within Burbage Common <u>and identified coloured blue on the Footpath Plan</u>
<u>Burbage Common</u>	<u>the area shown hatched orange on the Footpath Plan</u>
"Car Park Contribution"	the sum of £75,000 (seventy five thousand pounds) towards the costs associated with resurfacing of the main car parks within Burbage Common and Smithy Lane
"Directional Signage Contribution"	the sum of £15,000 (fifteen thousand pounds) towards costs associated with the provision of new directional signage relating to Burbage Common
"Footpath Improvements Contribution"	the sum of £75,000 (seventy five thousand pounds) towards costs associated with the resurfacing of up to 1500 metres of footpaths within Burbage Common
"Footpath Plan"	the plan (reference HKF-BWB-GEN-XX-SK-CH-SK157) appended to this Agreement at Appendix 4 for the purposes of identifying the footpath(s) (coloured purple) to which the Footpath Improvements Contribution relates
<u>"HGV Route Management Plan and Strategy"</u>	<u>the HGV route management plan and strategy approved pursuant to requirement 18 of the DCO</u>
<u>"HGV Routeing Monitoring Fee"</u>	<u>the sum of £1,440 (one thousand four hundred and forty pounds) payable per HGV Routeing Monitoring Meeting towards the Borough Council's costs associated with attending HGV Routeing Monitoring Meetings</u>
<u>"HGV Routeing Monitoring Meeting"</u>	<u>a meeting to be attended by the Borough Council within one year of first Occupation (unless requested sooner by one of the parties) and thereafter annually (unless the group agrees to meet more than once annually), for a period of no less than 10 years from the date of the first meeting</u>

"New Permissive Route Contribution"	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 hatched black on the New Permissive Route Plan
"New Permissive Route Plan"	the plan (reference HKF-BWB-GEN-XX-SK-CH-SK156) appended to this Agreement at Appendix 5 identifying the indicative new permissive route hatched black to which the New Permissive Route Contribution relates
"Section 106 Monitoring Fee (Borough Council)"	the sum of £2,512 (two thousand five hundred and twelve pounds) payable towards the Borough Council's costs associated with the monitoring and enforcement of this Agreement
"Works and Skills Plan"	the agreed works and skills plan framework appended to this Agreement at Appendix 3
"Works and Skills Plan Monitoring Meeting"	a meeting to be attended by the Borough Council to be held on an annual basis (up to a total of 10 meetings twice a year (until a period of 1 year following Practical Completion (as defined in Schedule 1)) to monitor compliance with the Works and Skills Plan
"Works and Skills Plan Monitoring Fee"	the sum of £1,440 (one thousand four hundred and forty pounds) payable per Works and Skills Plan Meeting towards the Borough Council's costs associated with attending annual Works and Skills Plan Monitoring Meetings
"Visitor Centre Contribution"	the sum of £90,000 (ninety thousand pounds) towards the costs associated with the refurbishment or replacement of the visitor centre within Burbage Common

THE OWNERS' COVENANTS

The Owners covenant to:

1. Part 1 – Financial Contributions

- 1.1 To pay the Bike Shelter Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Bike Shelter Contribution has been paid to the Borough Council.
- 1.2 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 Borough Council.
- 1.3 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 Borough Council.
- 1.4 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 Borough Council.

- 1.5 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 Borough Council.
- 1.6 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 Borough Council.
- 1.7 [To pay the Section 106 Monitoring Fee \(Borough Council\) prior to the Commencement of Development.](#)
- 1.8 ~~1.7~~ 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 Borough Council.

Part 2 – Works and Skills

- 1.9 [To implement and comply with the Works and Skills Plan in accordance with the timeframes set out in the Works and Skills.](#)
2. **Part ~~23~~ – Works and Skills Plan Monitoring Fee**
- 2.1 ~~3.~~ To pay the Works and Skills Plan Monitoring Fee per Works and Skills Plan Monitoring Meeting to the Borough Council no later than 1 (one) month prior to the date of the relevant Works and Skills Plan Monitoring Meeting.

Part 4 – HGV Route Management Plan and Strategy Steering Group Review Panel Meeting

- 3.1 [To pay the HGV Routeing Monitoring Fee to the Borough Council per HGV Routeing Monitoring Meeting by no later than 1 \(one\) month prior to the date the relevant HGV Routeing Monitoring Meeting](#)

Part ~~35~~ – THE BOROUGH COUNCIL COVENANTS

- 4.1 To use the contributions payable in accordance with this Schedule for the purposes specified in this Schedule.
- 4.2 To repay any part of the contributions to be paid in accordance with paragraph which above which remain Unused after a period of seven years from the date the relevant contributions was paid to the Borough Council. For the avoidance of doubt any relevant contributions shall be repaid to the parties listed as the Owners of the Obligation Land at the time of entering into this Deed.

APPENDIX 1

PLAN 1 – Obligation Land

APPENDIX 2

PLAN 2 – Order Limits

APPENDIX 3
SKILLS AND TRAINING PLAN

APPENDIX 4

~~FOOTPATH~~Footpath Plan

APPENDIX 5

~~NEW PERMISSIVE ROUTE~~ 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

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

Witness [Signaturesignature](#)

Name

[Address](#)

Occupation

[Address](#)

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

Witness [Signatures](#)[signature](#)

Name

[Address](#)

Occupation

[Address](#)

EXECUTED AS A DEED BY)

BARCLAYS BANK PLC acting by its)

attorney(s) in the presence of)

Witness [Signatures](#)[signature](#)

Name

[Address](#)

Occupation

[Address](#)

EXECUTED AS A DEED BY)

NATIONAL WESTMINSTER BANK PLC acting by its)

attorney(s) in the presence of)

[Witness signature](#)

[Name](#)

[Occupation](#)

[Address](#)

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

Executed as a deed by
CAROLINE MARGARET HEBBLETHWAITE

.....

in the presence of:

Signature

Witness signature

Name

[Occupation](#)

Address

Executed as a deed by
DAVID JOHN GAMBLE
in the presence of:

.....

Signature

Witness signature

Name

[Occupation](#)

Address

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

.....

Signature

Witness signature

Name

[Occupation](#)

Address

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

.....

Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

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

.....
Signature

Witness signature

Name

[Occupation](#)

Address

Summary report:	
Litera Compare for Word 11.6.0.100 Document comparison done on 27/02/2024 15:53:13	
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Intelligent Table Comparison: Active	
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Delete	75
Move From	0
Move To	0
Table Insert	9
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	183