

## SCHEDULE 11

### Borough Council's and County Council's Covenants

#### 1 Borough Council's Covenants

##### *Contributions*

- 1.1 The Borough Council hereby covenants with the Owners to use all Contributions received from the Owners under the terms of this Deed strictly for the purposes specified in this Deed.
- 1.2 The Borough Council covenants with the Owners that it will pay to the Owners such amount of any Contribution paid by the Owners to the Borough Council under this Deed which has not been expended in accordance with the provisions of this Deed (and without prejudice to expenditure being by other means) within 5 years of the receipt of each Contribution paid by the Owners and where any Contribution is payable in instalments within 5 years of receipt of each instalment.
- 1.3 The Borough Council shall provide to the Owners such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.
- 1.4 At the written request of the Owners the Borough Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

##### *Healthcare Contribution*

- 1.5 The Borough Council covenants with the Owners as follows:
  - (a) To hold the Healthcare Contribution in an interest bearing account;
  - (b) To notify the relevant Healthcare Body within ten Business Days of receipt of the Healthcare Contribution that the Borough Council is in receipt of the Healthcare Contribution;
  - (c) To pay such contributions to the relevant Health Service Body upon receipt of a document from the relevant Health Service Body confirming that they will:
    - (i) apply such contributions or part thereof solely for the purposes for which the payment has been made pursuant to this Deed;
    - (ii) provide full details of the expenditure of the such contributions on demand to the Borough Council or to the Owners or both of them; and
    - (iii) return any unspent part of the contributions to the Borough Council after the expiry of 5 years from the date of receipt of the relevant part or instalment of the contribution from the Borough Council.
  - (iv) Apply all contributions received in such a manner as shall not result in a breach of the Community Infrastructure Levy Regulations 2010 (and for the avoidance of doubt such monies shall not be used to fund or provide any

project for which 5 or more contributions shall have previously been secured within the administrative area of the Borough Council since 6 April 2010 unless the Community Infrastructure Levy Regulations 2010 are amended after the date of this Deed so as to remove such pooling restrictions).

- 1.6 in the event that the document in the form required by paragraph 1.5 above is not received within the period of five years from the date of receipt of each instalment of the relevant contribution by the Borough Council then the Borough Council's obligation to pay such instalment the relevant contribution to the relevant Health Service Body shall cease absolutely and the Borough Council shall refund to the Owners the unexpended contribution with twenty Working Days of receipt of a written request from the Owners to do so
- 1.7 The Borough Council (should it receive the Red Hill Circle Highway Works Contribution) will pay to Leicester City Council in its capacity as the highway authority for Leicester City the Red Hill Circle Highway Works Contribution as soon as Leicester City Council confirms in writing that they have let a contract for the construction of the works to upgrade the Red Hill Roundabout but shall otherwise repay to the Owner the Red Hill Roundabout contribution if no such request has been made within 5 years of the date of the payment of the said contribution to the Borough Council together with any interest that has accrued thereon.
- 1.8 The Borough Council covenants with the Owners to provide a Proper Officer to be made available during the lifetime of the Development for monitoring and enforcing the efficient operation of all the provisions of this Deed such Proper Officer to have authority on behalf of the Borough Council to make a reasonable balanced judgment as appropriate and to enforce it for the purposes of securing the efficient operation of matters in this Deed.
- 1.9 The Borough Council covenants to perform such other obligations as it expressly gives within this Deed including all such obligations as are contained within the Schedules hereto including the provision where required of its agreement, approval or consent or otherwise in respect of any details or approvals that the Owners seek consent to.
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## **2 County Council's Covenants**

### *Contributions*

- 2.1 The County Council hereby covenants with the Owners to use all Contributions received from the Owners under the terms of this Deed strictly for the purposed specified in this Deed.
- 2.2 The County Council covenants with the Owners that it will repay to the Owners such amount of any Contribution paid by the Owners to the County Council under this Deed which has not been expended or is contractually committed in accordance with the provisions of this Deed (and without prejudice to expenditure being by other means) within 5

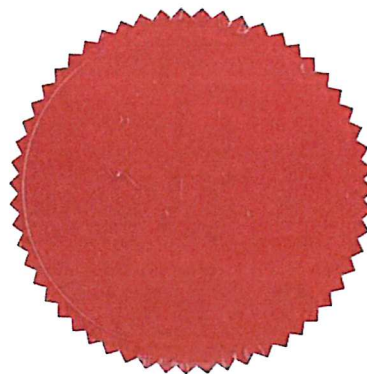


years of receipt of each Contribution paid by the Owners and where any Contribution is payable in instalments within 5 years of receipt of the last instalment except in the case of the Bus Service Contribution Civic Amenity Contribution Early Years Provision Contribution Highway Works Contribution Library Facilities Contribution MOVA Contribution Off Site PROW Improvement Contribution Primary School Contribution Secondary School Contribution Special Education Needs Contribution UTC Contribution Traffic Regulation Contribution where the contributions have not been expended or contractually committed within 10 years of receipt of the contribution or last instalment whichever shall last occur.

- 2.3 The County Council shall provide to the Owners such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.
- 2.4 At the written request of the Owners the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2.5 The County Council will use the Special Educational Needs Contribution to develop places at suitable Leicestershire Special Schools or as a resource based school facility to ensure the specific needs of those pupils having an Education Health and Care Plan and resident within the Development are met in accordance with the SEND Code of Practice.
- 2.6 The nature and location of additional special education needs accommodation to meet demand emerging from the Development shall be agreed between the County Council and specific County Council maintained schools and their governors or academy trusts and trustees as the case may be
- 2.7 In the event that the Owners pay to the County Council the Primary School Contribution the County Council shall proceed to construct the Primary School on the Primary School Site in accordance with an agreed timetable with the Owners in order to ensure the effective delivery of primary education on the Application Site to serve the Development.
- 2.8 The County Council covenants to Transfer the Primary School Site back to the party who transferred the same to the County Council in the circumstances referred to in paragraph 8 of Annex 1 to Schedule 2
- 2.9 The County Council covenants to perform such other obligations as it expressly gives within this Deed including all such obligations as are contained within the Schedules hereto including the provision where required of its agreement, approval or consent or otherwise in respect of any details or approvals that the Owners seek consent to.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered the day and year first above written.

The common seal of CHARNWOOD )  
BOROUGH COUNCIL was affixed to this )  
deed in the presence of:

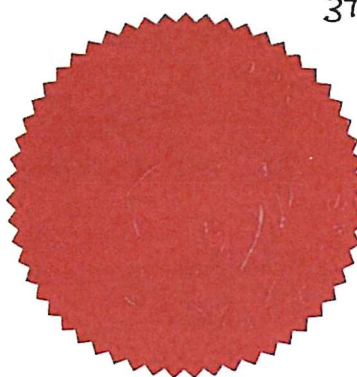


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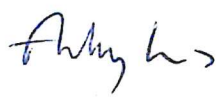
  
[signature]

K HARRISON  
[print name]

The common seal of LEICESTERSHIRE )  
COUNTY COUNCIL was affixed to this )  
deed in the presence of:

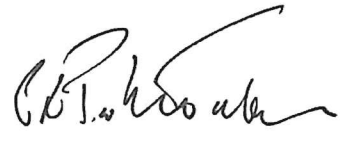


37384 (nn)

  
[signature]

Anthony Cross  
[print name]

Signed as a Deed CHARLES ANTHONY )  
PALMER-TOMKINSON in the presence )  
of:



Witness:

Signature:



Name: ANN-MARIE DEARING

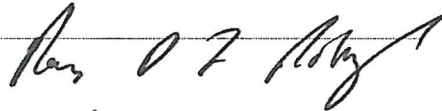
Address: 2 DUMMER GRANGE FARMHOUSE, RG25 2AS

Signed as a Deed IAIN EWART GEORGE )  
BENTLEY in the presence of:



Witness:

Signature:



Name: ROY ROLLINGS

Address: BIRD WILFORD ISLE, 20 CHURCH GATE  
LOUGHBOROUGH LE11 1UD.

Signed as a Deed ANTHONY WILLIAM )  
COOPER in the presence of:



Witness:

Signature: G.C. THOMAS - ATKINSON

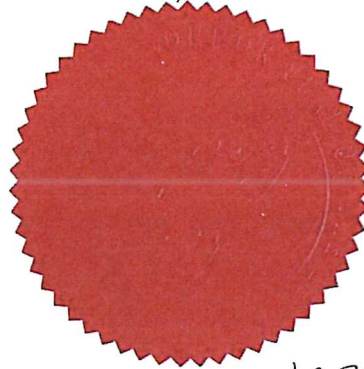
Name: GILLIAN CLARE THOMAS - ATKINSON

Address: HOME FARM COTTAGE, PRESTWOLD LE12 5SZ

The common seal of LEICESTER CITY )  
COUNCIL was affixed to this deed in the )  
presence of:

  
[signature]

Emma Sadleir  
[print name]



103355

Signed as a Deed PATRICIA MARIA )  
PALMER-TOMKINSON in the presence of:

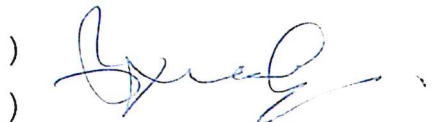


Witness:


Signature:   
Name: ANN-MARIE DEARIN

Address: 2 DUMMER GRANGE FARMHOUSE, RG25 2AS

Signed as a Deed NICOLAS MICHAEL )  
BRANCH in the presence of:



Witness:

Signature:   
Name: ANN-MARIE DEARIN

Address: 2 DUMMER GRANGE FARMHOUSE, RG25 2AS



Signed as a Deed CHRISTOPHER  
DAVID PALMER-TOMKINSON in the  
presence of:



Witness: \_\_\_\_\_

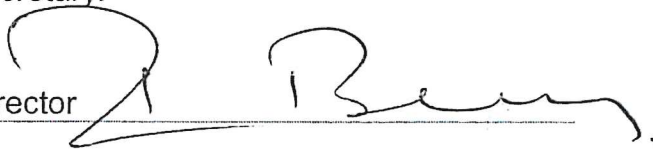
Signature: L. Healy

Name: L. HEALY

Address: THE ROUND HOUSE COTTAGE

Executed as a Deed by WALTER )  
BENTLEY & SONS LTD acting by two )  
directors or a director and the company  
secretary:

Director



Director/Secretary



Executed as a Deed by DAVIDSON'S )  
DEVELOPMENTS LIMITED acting by two )  
directors or a director and the company  
secretary:

Director



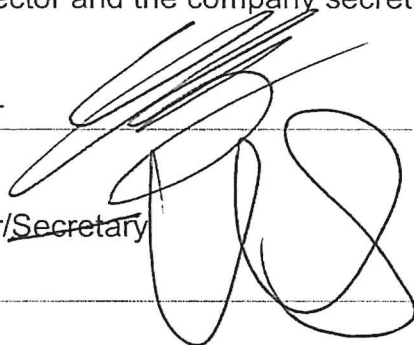
Director/Secretary



Executed as a Deed by BARWOOD )  
HOMES LIMITED acting by two directors )  
or a director and the company secretary:

Director

Director/Secretary

The image shows two handwritten signatures in black ink. The first signature is positioned above a horizontal line and is somewhat scribbled. The second signature is positioned below the first line and is more fluid and cursive. Both signatures are written over horizontal lines that serve as guides for the signatories.