MEMORANDUM

From: Miss Anne Holland  
To: Peter Blitz, Planning Services  
     (Development Control)  
     Matthew Reed, Planning Services  
     (Development Control)  
     Julie Robinson, Leisure Services  
     Janet Pomfret, Financial Services  
     Andrea Telford, Land Charges  
     Admin Support Legal

Our ref: AEH/AEH/1090-448  
Your ref:

Date: 21 June 2010

S106 Agreement, Land at Maxwell Drive Loughborough

The above S106 Agreement has been completed and is dated 10th June 2010.

Peter Blitz/Matthew Reed – I attach a copy of the completed Agreement for your file. Please issue the planning permission as appropriate and also please monitor compliance with the Agreement. Please note particularly the provisions of Cl. 5.1 relating to the payment of the health care contribution to the Council; this will need to be passed on to the Health Authority on receipt and the Health Authority will need to complete the attached form of undertaking to confirm that they will use the contribution for the purposes and within the time limits specified in the Agreement.

Julie Robinson – I attach a copy of the completed Agreement for your file. Please note the provisions of Cl. 5.2 relating to the payment of a youth/adult recreation contribution to the Council. Please also note Cl. 6.2, 6.3 and 6.4, which sets out the way in which the contribution is to be held and used and the time limit by which it must be spent.

Janet Pomfret – I attach a copy of the completed Agreement for your file. Please note Cl. 5.1, 5.2 and 5.3 relating to the payment to the Council of contributions in respect of health care, youth/adult recreation and public art. Please also note the provisions of Cl. 6.2, 6.3 and 6.4, which sets out the way in which the contribution is to be held and used and the time limit by which it must be spent. Please also note my comments to Peter and Matthew above regarding the Health Care contribution.

Andrea Telford – I attach a copy of the completed Agreement and shall be grateful if you would please make the appropriate entry on your register.

Admin Support Legal – I attach the original Agreement which please place in the strong room.

Anne Holland

Doc Ref: 2147472561
THIS DEED is made the day of Two Thousand and BY LEICESTERSHIRE AND RUTLAND PRIMARY HEALTHCARE TRUST ("THE Health Authority") of Wood Gate Loughborough Leicestershire

RECITALS

1 The Council of the Borough of Charnwood ("the Council") is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Site is situated

2 The Council has entered into an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 dated 10th June 2010 between the Council (1) Leicestershire County Council (2) Bellway Homes (3) relating to the Site ("the Agreement") and

3 The Agreement contains a provision at Clause 5.1 for payment of a contribution of £9,917.00 (NINE THOUSAND NINE HUNDRED AND SEVENTEEN POUNDS) towards the provision or enhancement of health care facilities in the locality ("the Health Care Contribution")

4 The Healthcare contribution is to be paid to the Council and the Council has agreed to forward it to the Health Authority.

5 The Agreement contains provisions that the Health Authority will only use the Healthcare contribution for the purposes stated in the Agreement and within the time limit specified and that any part of the Healthcare contribution which remains unused after the specified time limit will be repaid to the relevant payer under the Agreement
DEFINITIONS

IN THIS DEED unless the context requires otherwise the following words and expressions have the respective meanings as set out opposite to them:

1.1 The Agreement: the Agreement referred to in Clause 2 above

1.2 The Site: All that freehold land situate at Maxwell Drive Loughborough referred to in the Agreement

1.3 The Healthcare Contribution – The sum of £9,917.00 (NINE THOUSAND NINE HUNDRED AND SEVENTEEN POUNDS) referred to in Clause 3 above

THE HEALTH AUTHORITY COVENANTS

1 The Health Authority covenants that upon receipt of the Healthcare contribution it will use the same only for the purposes specified in the Agreement and within the time limit specified and in the event that the Healthcare contribution remains unused at the end of the specified time limit the Health Authority will repay the Healthcare contribution or the part that remains unused as applicable to the Council

SIGNED AS A DEED by:

THE LEICESTERSHIRE AND RUTLAND PRIMARY HEALTHCARE TRUST

acting by:
DATED 10th June 2010

THE COUNCIL OF THE BOROUGH
OF CHARNWOOD (1)
-and-

LEICESTERSHIRE COUNTY COUNCIL (2)
-and-

BELLWAY HOMES LIMITED (3)

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990

Land at Maxwell Drive Loughborough

Christine Taylor, Head of Legal Services
Charnwood Borough Council
Southfields
Loughborough
Leicestershire LE11 2TX

1090/448
THIS AGREEMENT is made the 10th day of June 2010

BETWEEN

(1) THE COUNCIL OF THE BOROUGH OF CHARNWOOD of Southfields Loughborough Leicestershire LE11 2TX ("the Council")

(2) LEICESTERSHIRE COUNTY COUNCIL of County Hall Glenfield Leicester LE3 8RA ("the County Council")

(3) BELLWAY HOMES LIMITED (Company Regn. No. 00670176) whose registered office is at Seaton Burn House Dudley Lane Seaton Burn Newcastle Upon Tyne NE13 6BE ("the Owner")

RECITALS

1 The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Site is situated and by whom the obligations contained in this Agreement are enforceable

2 The County Council is the local education and library authority for the area in which the Site is situated

3 The Owner is the owner of the Site in fee simple in possession. The Owner's title is registered with Absolute Title at HM Land Registry under Title No LT367883

4 The Owner by a written application dated 4th March 2010 has applied to the Council for permission to carry out development on the site consisting of residential development which development is more particularly described in planning application reference number P/10/0463/2 and the plans submitted therewith
Having regard to the provisions of its Development Plan and to all other material considerations the Council has decided to grant planning permission for the Development in accordance with the Planning Application subject to certain conditions and to the making of this Agreement without which Planning Permission for the Development would not have been granted.

IT IS HEREBY AGREED:

1 In this Deed unless the context requires otherwise the following words and expressions have the respective meanings as set out opposite to them:

1.1 “the Act” the Town and Country Planning Act 1990 and any statutory amendments or modifications thereto

1.2 “the Commencement of Development” the date upon which the Owners shall begin the Development by the carrying out of a material operation in accordance with the provisions of Section 56(4) of the Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions,
remedial work in respect of any contamination or after adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.

1.3 "the Development" the development authorised by the Planning Permission

1.4 "the Development Plan" The Borough of Charnwood Local Plan

1.5 "Dwellings" the residential dwelling to be constructed on the Site pursuant to the Planning Permission and "Dwelling" shall be construed accordingly

1.6 "the Site" all that freehold land situate at Maxwell Drive Loughborough and shown edged and hatched black on the Plan

1.7 "to Occupy" to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include
occupation by personnel engaged in construction, fitting out or decoration or occupation in relation to security operations and “Occupation” and “Occupied” shall be construed accordingly.

1.8 “Parties” the parties to this Agreement and “Party” shall be construed accordingly

1.9 “the Plan” the Plan attached to this Agreement

1.10 “the Planning Application” the planning application submitted by the Owner to the Council on the 4th March 2010 and carrying reference number P/10/0463/2

1.11 “the Planning Permission” Planning permission under Part III of the Act for the Development pursuant to the Planning Application a draft of which is attached as the First Schedule to this Agreement

1.12 “Index Linked” linked according to the Retail Price Index (“RPI”) or the All In Tender
1.13 "Council Monitoring Costs" £250.00 (TWO HUNDRED AND FIFTY POUNDS) or 0.5% of the value of the total contribution (whichever is the greater) per obligation towards the Council's costs of monitoring compliance with the obligations contained in this Agreement.

1.14 “County Council Monitoring Costs” £250.00 (TWO HUNDRED AND FIFTY POUNDS) or 0.5% of the value of the total contribution (whichever is the greater) per obligation towards the County Council's costs of monitoring compliance with the obligations contained in this Agreement.

1.15 Clause headings in this Agreement are for convenience only and do not affect its interpretation.

1.16 The masculine feminine and neuter genders include each of the other genders and the singular include the plural and vice versa.

1.17 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement.
1.18 A reference to a clause or schedule is a reference to a clause or a schedule contained in this Agreement

1.19 Reference to any Party shall include the successors in title of that Party

2 This Agreement is made in pursuance of Section 106 of the Act and the covenants contained in clause 5 are planning obligations for the purposes of that section

3 The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Site, the Owner and any person or persons deriving title from the Owner save for as expressly provided for in clause 11

4 Save for clauses 5.6 and 5.7 (costs) this Agreement is conditional and shall only have effect upon:

4.1 The date upon which the Council grants the Planning Permission; and

4.2 The date of the Commencement of Development

5 The Owner covenants with the Council and the County Council as appropriate:

5.1 Health Care Facilities Contribution

To pay to the Council prior to the Occupation of the tenth (10th) Dwelling the sum of NINE THOUSAND NINE HUNDRED AND SEVENTEEN POUNDS (£9,917.00) as a contribution towards the provision or enhancement of health care facilities in the locality comprising [specify facilities] and such sum shall be index linked in accordance with the RPI from the date of this Agreement to the date of payment

5.2 Youth/Adult Recreation Facilities Contribution

To pay to the Council prior to the Occupation of the tenth (10th) Dwelling and the twentieth (20th) Dwelling sums of NINE THOUSAND SEVEN HUNDRED AND
FORTY SIX POUNDS (£9,746.00) each as contributions towards the provision or enhancement of youth/adult recreation facilities in the locality comprising [specify facilities] and such sums shall be index linked in accordance with the RPI from the date of this Agreement to the date of the respective payment of each.

5.3 Public Art Contribution

To pay to the Council prior to the Occupation of the thirtieth (30th) Dwelling the sum of FIFTEEN THOUSAND SEVEN HUNDRED AND SEVENTY TWO POUNDS (£15,772.00) as a contribution to the provision of public art within the Development comprising [details] such sum to be index linked in accordance with the RPI from the date of this Agreement to the date of payment.

5.4 Education Facilities Contribution

Not to permit the Commencement of Development unless and until the Owner has paid to the County Council the sum of SIXTY ONE THOUSAND TWO HUNDRED AND THIRTY SEVEN POUNDS (£61,237.00) as a contribution towards the provision or enhancement of education facilities in the locality comprising [specify facilities] and such sums shall be index linked in accordance with the BCIS as set out in the Second Schedule from the date of this Agreement to the date of payment.

5.5 Library Facilities Contribution

Not to permit the Commencement of Development unless and until the Owner has paid to the County Council the sum of SIX HUNDRED AND THIRTY FOUR POUNDS (£634.00) as a contribution towards the provision or enhancement of library facilities in the locality such sum to be index linked in accordance with the
BCIS as set out in the Second Schedule from the date of this Agreement to the date of payment

5.6 Council Legal Costs
To pay to the Council on the execution hereof the Council’s reasonable legal costs in connection with the preparation and execution of this Agreement

5.7 County Council Legal Costs
To pay to the County Council on the execution hereof the County Council’s legal costs in connection with the preparation and execution of this Agreement

5.8 Council Monitoring Costs Contribution
Not to permit the Commencement of Development until the Owner has paid the Council Monitoring Costs Contribution adjusted in accordance with the indexation provisions to the Council as a contribution towards the administrative costs of confirming compliance with the obligations contained in this Agreement

5.9 County Council Monitoring Costs Contribution
Not to permit the Commencement of Development unless and until the Owner has paid the County Council Monitoring Costs Contribution adjusted in accordance with the indexation provisions to the County Council as a contribution towards the administrative costs of confirming compliance with the obligations contained in this Agreement

5.10 Commencement of Development
The Owner covenants with the Council to serve written notice upon the Council and the County Council advising them of the date of Commencement of Development within 14 days of the occurrence of the same PROVIDED THAT default in giving notice shall not prevent Commencement of Development occurring
6 Council Covenants

6.1 The Council covenants that it will apply the Council Monitoring Costs Contribution as a contribution towards the administrative costs of confirming compliance with this Agreement

6.2 The Council shall not use the Health Care Facilities Contribution, the Youth/Adult Recreation Facilities Contribution and/or the Public Art Contribution other than for the purposes specified for each such contribution under this Agreement

6.3 The Council shall hold the Health Care Facilities Contribution, the Youth/Adult Recreation Facilities Contribution and/or the Public Art Contribution in an interest bearing account pending the use by the Council of each such contribution for the specified purposes under this Agreement

6.4 If on the day five (5) years after the day on which any payment from the Owner under this deed was received a part of the sum paid or the interest earned on it has not been used by the Council in accordance with clause 6.2, the Council shall return the unspent portion to the Owner together with the interest earned on it

6.5 Upon request, the Council shall provide to the Owner reasonable evidence as to expenditure of the sums paid by the Owner to the Council under this Agreement

6.6 The Council shall issue the Planning Permission within five (5) working days of the date of this Agreement

7 County Council Covenants

7.1 The County Council covenants that it will apply the County Council Monitoring Costs Contribution as a contribution towards the administrative costs of confirming compliance with this Agreement
This Agreement shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

No person shall be liable for any breach of the covenants, restrictions or obligations contained in this Agreement after he has parted with his interest in the Site or the part of it which is the subject of this Agreement but without prejudice to his liability for any subsisting breach of covenants prior to parting with such interest.

For the avoidance of doubt it is hereby declared:

(a) that nothing contained or implied in this Agreement shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and the rights, powers, duties and obligations of the Council under all public and private statutes, bylaws, orders and regulations may be as fully and effectually exercised in relation to the Site comprised within this Agreement or adjoining or adjacent thereto as if the Council were not a Party.

(b) that the Council is not bound by anything contained or implied in this Agreement to provide or permit the use of its lands or any interest therein in any way so as to facilitate the use and development of the Site.

(c) this Agreement shall not be enforceable against owners, occupiers or tenants and mortgagees, chargees or receivers appointed by such
mortgagees of individual dwellings, constructed on the Site pursuant to
the Planning Permission nor against those deriving title from them.

(d) this Agreement shall not be enforceable against any statutory undertaker
or other person who acquires any part of the site or interest in it for the
purposes of the supply of electricity, gas, water, drainage,
telecommunications services or public transport services.

12 Any dispute relating to this Agreement shall be decided by arbitration under the
Arbitration Act 1996 by a single Arbitrator appointed by the Parties to the
dispute. If they cannot agree on that appointment, the then President of the
Institute of Town Planning may appoint the Arbitrator at the request of any Party

13 Insofar as any clause or clauses of this Agreement are found (for whatever
reason) to be invalid, illegal or unenforceable, that invalidity, illegality or
unenforceability shall not affect the validity or enforceability of the remaining
provisions of this Agreement

14 This Agreement is a local land charge and shall be registered by the Council as
such as soon as reasonably practicable after the date of this Agreement

15 Any notices to be served or document to be submitted on or to any Party shall
be delivered to or posted to that Party at the address specified as theirs at the
head of this Agreement

16 This Agreement shall be governed by and interpreted in accordance with the
laws of England and Wales.

17 The Parties agree that the provisions of the Contracts (Rights of Third Parties)
Act 1999 shall not apply to this Agreement

11
IN WITNESS whereof the Parties hereto have duly executed this Agreement as a Deed
the day and year first before written
The Common Seal of THE COUNCIL OF THE BOROUGH OF CHARNWOOD was hereunto affixed to this Deed in the presence of:

Authorised Signatory

THE COMMON SEAL of the LEICESTERSHIRE COUNTY COUNCIL was hereunto affixed to this Deed in the presence of:

Authorised Officer

THE COMMON SEAL of BELLWAY HOMES LIMITED was hereunto affixed to this Deed in the presence of:

Director:

Secretary/Director
THE FIRST SCHEDULE

The draft Planning Permission
GRANT OF PLANNING PERMISSION

To: M Pask
Bellway Homes East Midlands
3 Romulus Court
Meridian East
Braunstone Town
Leics
LE19 1YG

Details of Application

APPLICATION No: P/10/0463/2
PROPOSAL: Erection of 59 dwellings. (Substitution of house types and 11 additional dwellings. Revised scheme P/07/0391/2 refers)
LOCATION: Maxwell Drive, Loughborough, Leicestershire LE11 5EJ
APPLICANT: M Pask

Details of Decision

Charnwood Borough Council has considered this application under the Town and Country Planning Act, 1990, and grants permission for the development described in the submitted documents and on any accompanying plans and drawings.

This permission is granted subject to conditions. The conditions of this permission, and the reasons why they have been imposed, are as follows:

1. The development, hereby permitted, shall be begun not later than 1 year from the date of this permission.
REASON: To comply with the requirements of Section 91 of the Town and Country Planning Act, 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, to encourage a start on the development and to give the planning authority the opportunity to review the situation after a suitable period.

2. The development shall be carried out only in accordance with the details and specifications included in the submitted application, as amended by the revised drawings Nos.PC0218/100/02C and ASH/WKDG/100/20/02Rev A received by the local planning authority on the 10th May 2010 showing the use of the Ashby house type on a reconfigured plot 80.
REASON: To make sure that the scheme takes the form agreed by the authority and thus results in a satisfactory form of development that protects the amenities of adjacent residents.

3. No materials shall be placed on the site until such time as details of the type, texture and colour of the materials to be used on the external surfaces of the proposed development have been submitted for the agreement of the local planning authority. Only materials agreed in writing by the local planning authority shall be used in carrying out the development.
REASON: To make sure that the appearance of the completed development is satisfactory.

4. No development, including site works, shall begin until a landscaping scheme, to include those details specified below, has been submitted to and agreed in writing by the local planning authority:
   i) the treatment proposed for all ground surfaces, including hard areas;

PLEASE READ THE IMPORTANT NOTES ON THE BACK OF THIS FORM

DC1003MW
NOTES

Please quote the application number included at the top of the decision notice whenever you contact us.

This notice grants planning permission only. It does not allow the demolition of a listed building, for which a separate consent is needed. If you are carrying out building work, you should check whether you need approval under the Building Regulations. If you are carrying out works on highway land, you should check whether you need the approval of Leicestershire County Council. You are also advised to check whether any restrictive covenants apply to the application site.

Appeals to the Secretary of State for Communities and Local Government (DCLG)
You can appeal to the DCLG against our decision to include conditions on this planning permission.

You must appeal within six months of the date of this notice using a form which you can get from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol. BS1 6PN (Tel: 0117 372 6372; Web-Site: www.planning-inspectorate.gov.uk). The (DCLG) can allow a longer period for making an appeal, but will not normally do so unless there are special circumstances to justify any delay.
A useful resource is the Planning Portal with guidance, information and relevant links to assist in the appeals process: www.planningportal.gov.uk

The (DCLG) need not consider an appeal if it seems to him that we could not have granted planning permission for the proposed development or could not have granted it without the conditions we have imposed, having regard to planning law, to the provisions of any development order and to any directions given under a development order.

In practice, the (DCLG) does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by the (DCLG).

Purchase Notices
If either we or the Secretary of State grants permission conditionally, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Access and provision for disabled persons.
If your proposal involves shops, offices, factories, educational buildings & buildings to which the public are to be admitted, you should check the requirements of the Chronically Sick & Disabled Persons Act 1970 (Sections 4, 7, 8 and 8A) requiring the provision of access facilities, car parking and toilets for the disabled and the provision of signing indicating what provision has been made for Disabled persons within the building. You should also check the Code of Practice BS 5810:1979 "Access for the Disabled to Buildings" available from the British Standards Institution, 2 Park Street, London, W1A 2BS and (in so far as educational buildings are concerned), to Design Note 18 "Access for the Disabled to Education Buildings".

Access for fire brigade.
Where you make an application for approval under the Building Regulations for the erection or extension of a building, the Council will have to reject the plans unless, after consulting the Fire Brigade, they are satisfied that the plans show:
(a) that there will be adequate means of access for the Fire Brigade; and
(b) that the proposed works will not make inadequate any existing means of access for the Fire Brigade to a neighbouring building.
i) full details of tree planting;
ii) planting schedules, noting the species, sizes, numbers and densities of plants;
iv) finished levels or contours;
v) any structures to be erected or constructed;
vi) functional services above and below ground; and
vii) all existing trees, hedges and other landscape features, indicating clearly those to be removed.

REASON: To make sure that a satisfactory landscaping scheme for the development is agreed.

5. No dwelling shall be occupied until such time as details of the way in which the open space, recreational and children's play areas are to be laid out and landscaped, including details of any buildings or structures to be erected, have been submitted to and agreed in writing by the local planning authority.

REASON: To make sure such areas are properly laid out and landscaped, in the interests of general amenity.

6. No occupation of any dwelling shall take place until such time as the parking and turning facilities shown on the approved plan for that dwelling have been completed in accordance with the submitted details. Thereafter, the parking and turning facilities shall not be obstructed in any way that would prevent such use.

REASON: To make sure vehicles can enter and leave the site in a forward direction and to provide off-street parking, in the interests of road safety.

7. No part of the development, hereby permitted, shall be occupied or used until visibility splays of two metres by two metres have been provided on the highway boundary on both sides of the accesses to the dwellings and the areas within those splays have been laid out and surfaced in a manner which shall have first been submitted to and agreed in writing by the local planning authority.

REASON: To make sure that drivers leaving the access have adequate visibility of pedestrians, particularly children, in the interests of road safety.

8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order, 1995 (or any order revoking or re-enacting that Order), no fence, wall, structure or hedge or other planting shall be erected, placed or planted within the splay areas referred to in the previous condition.

REASON: To make sure that drivers leaving the access have adequate visibility of pedestrians, particularly children, in the interests of road safety.

9. Notwithstanding the provisions of the Town and Countryp Planning (General Permitted Development) Order 1995, or any order revoking or re-enacting that Order, with or without modifications, no vehicular access gates shall be erected at any time unless they are set back a minimum distance of 5 metres behind the highway boundary and hung so as to open outwards only.

REASON: To allow a vehicle to wait off the highway while the gates are opened or closed and thus prevent an obstruction to other vehicles using the highway.

10. The existing hedges along the eastern boundary of the site as indicated on the plan attached to this permission shall be retained and shall not be lopped, topped or uprooted without the previous written agreement of the local planning authority. Any parts of the hedges removed, dying, being severely damaged or becoming seriously diseased, shall be replaced with plants of such size and species as previously agreed in writing by the local planning authority within one year of the date of any such loss, for a period of 5 years from the date development begins.

REASON: The hedges are important features in the area and this condition is imposed to make sure that they are retained in the interests of visual amenity.

11. No development, including site works, shall begin until the hedge located on the eastern boundary of the application site has been protected, in a manner previously agreed in writing by the local planning authority. The hedge shall be protected in the agreed manner for the duration of building operations on the application site.

REASON: The hedge is an important feature in the area and this condition is imposed to make sure that it is properly protected while building works take place on the site.
12. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (No. 2) (England) Order 2008 or any order revoking or re-enacting that Order, with or without modifications, no enlargement, improvement or other alteration of the dwellings on Plots 80 and 81 shall be carried out.

REASON: The carrying out of development of this type may create difficulties in terms of the impact of that development on the amenities of the residents in adjacent dwellings.

13. No development, including site works, shall take place until a scheme for the treatment of the application site boundaries and the boundaries between the plots of the development has been submitted to and agreed in writing by the local planning authority.

REASON: To ensure the satisfactory, overall appearance of the completed development and in the interests of the amenities of residents in the area.

14. No use or occupation of the dwellings hereby permitted shall take place until the scheme for boundary treatments relating to that dwelling, agreed under the terms of the above condition, has been fully completed.

REASON: To ensure the satisfactory, overall appearance of the completed development and in the interests of the amenities of residents in the area.

The requirements of these conditions must be complied with.

Note:
A fee is payable where a written request is made for written confirmation that one or more conditions imposed on the same planning permission have been complied with. Please visit our website for more information.
http://www.charnwood.gov.uk/pages/feetodischargeconditions

The following notes should be taken into account when carrying out the development:

1. This permission is granted following the conclusion of an agreement under Section 106 of the Town & Country Planning Act 1990.

2. DEVELOPMENT PLAN POLICIES RELEVANT TO THIS DECISION - Policies EV/1 and H/16 of the Borough of Charnwood Local Plan (adopted 12th January 2004) have been considered in reaching a decision on this application.

The proposed development complies with the requirements of these saved Local Plan policies and there are no other material considerations which are of significant weight in reaching a decision on this application.

3. Planning permission has been granted for this development because the Council has determined that, although representations have been received against the proposal, it is generally in accord with the terms of the above-mentioned policies and the Council's adopted Supplementary Planning Document 'Leading in Design' and, therefore, no harm would arise such as to warrant refusal of planning permission.

4. The County Director of Highways, Transportation and Waste Management states that drainage must be provided within the site so that surface water does not drain into the public highway from any private driveways or other hard surfaces, in the interests of highway safety.

5. Care should be taken during site works to make sure that hours of operation, methods of work, dust and disposal of waste do not unduly disturb nearby residents.
THE FIRST SCHEDULE

The draft Planning Permission.
SECOND SCHEDULE

1 In this Schedule:

"index" means the All in Tender Price Index of Buildings Costs Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the Parties shall agree or in default of agreement such Index as shall be determined by an Arbitrator appointed by the President of the RICS for the purposes of this Agreement in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs

"Base Index Date" means the date of the grant of planning permission

"Base Index Figures" means the figure published in respect of the Index immediately prior to the Base Index date

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective date upon which the Education or Library Contribution as appropriate is paid

2 The Education or Library Contribution as appropriate shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:

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

Where:

"A" equals the Education or Library Contribution as appropriate

"B" equals the Base Index Figures

"C" equals the Final Index Figure

3 If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained
and the appropriate reconciliation shall be made but if for any reason the Index shall be otherwise altered or shall be abolished or replaced, there shall be substituted for the purposes of this Schedule, such index of building costs as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the Parties shall endeavour to agree such other index as shall most closely reflect changes in building costs.

If any substitution for the said BCIS or any index previously substituted therefore shall occur pursuant to the provisions of Clause 3 of this Schedule, the Parties shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the BCIS or any index previously substituted therefore on the other hand.