

### **Tesco, Leicester Road, Rugby - Section 106 dated 15/7/2010**

1. Public Open Space - The Owner shall use reasonable endeavours to secure agreement with the adjoining landowners to enable the construction of a footbridge over the River Swift to the adjoining land so as to provide a continuation of the public footpath network along side the River Avon, and that the footbridge and footpath link shall be dedicated as public footpath and maintained at public expense.

Once agreement is secured the owner/developer will use reasonable endeavours to construct and provide the footbridge to an adoptable standard as soon as reasonably practical thereafter PROVIDED THAT the cost incurred does not exceed £70,000.

If after five years from the date of the agreement, satisfactory proof to the Council despite its reasonable endeavours the owner is unable to satisfy the obligation, the Council may at its discretion, elect in writing to receive the £70,000 (subject to indexation) and the owner agrees to pay that sum to the Council.

2. Green Travel plan - Development not to begin until the plan has been agreed in writing by the County. Prior to commencement of the development the owner shall pay to the County the sum of £500 (indexed) for the travel plan, monitoring and supervising compliance with the obligation. No part of the development shall be occupied unless a travel coordinated has been employed and commenced his responsibilities.

### **8-16 Crick Road, Hillmorton, Rugby. Section 106 dated 2/10/2010**

1. Public Open Space - Within 7 days of commencement of the development, The Owner shall pay to the Council a commuted sum of £23,385 (subject to indexation) and will be applied by the Council for the enhancement, improvement and future maintenance of POS and recreation facilities within the vicinity of the Development.

2. Affordable Housing - No more than 50% of the OMH shall be occupied until the Affordable Housing has been constructed in accordance with the planning permission. They shall remain as Affordable units in perpetuity. No more than 50% of the OMH shall be occupied until the Affordable Housing has been transferred to the Registered Provider. Plots 1-4 shall be offered for rent and Plots 18-19 shall be disposed of by way of low cost home ownership lease.

3. Education - Within 7 days of commencement of the development the owner shall pay to the County a contribution of £72,236 (subject to indexation) as a contribution towards the cost of expanding the educational facilities within 3 miles of the development.

4. Library - Within 7 days of commencement of the development the owner shall pay to the County £3,770 (subject to indexation) towards the cost of providing additional facilities within the locality of the development.

### **Land North of Back Lane, Phase 2, Long Lawford. Section 106 dated 5/10/2010**

1. Public Open Space, Balancing Pond POS Land - Not to commence development until the Owner has identified and obtained the approval of the Council to the design and future maintenance and management of the Balancing Pond (BP) Open Space Land.

Not to occupy more than 50% of the total number of dwellings until it has commenced the BP Open Space Works and shall complete the works in accordance with a programme to be agreed with the Council, ensuring public access is maintained at all times.

Upon expiry of the maintenance period to transfer the BP Open space land for nil consideration to the Council and pay the sum of £9,242 (subject to indexation) for maintenance of the BP. FOR FULL DETAILS / FURTHER INFORMATION SEE THE AGREEMENT

2. Off Site Public Open Space - The Owner covenants that no later the occupation of the 54th dwelling the Owner shall pay to the Council the sum of £359,178 (subject to indexation) to be applied by the Council for the enhancement improvement and future maintenance of POS, landscaping and recreation facilities within the vicinity of the development (walking distance) at the reasonable discretion of the Council.

3. Affordable Housing - Not to permit occupation of more than 40% of the Market Housing Units until the Owner has satisfied the Council that secure arrangements have been put in place with a registered provider to secure the provision and management of the Affordable Housing.

No more than 75% of Market Housing Units shall be occupied until all the Affordable Housing has been constructed and the Owner has transferred the Affordable Dwellings to the registered provider.

4. Education - The owner shall pay £480,395 subject to indexation to the County in two equal instalments the first to be paid within 14 days of occupation of the first dwelling erected on the Site and the second within 14 days of occupation of 50% of the dwellings on the site.

5. Travel Plan - The Owner shall prepare a Travel Plan in substantially the same form as the draft attached to the S106 Agreement and no part of the development shall be occupied until the Owner has employed a Travel Plan Co-ordinator and he has commenced his responsibilities as set out in the Agreement.

6. Highways Contribution - The Owner shall pay the sum of £60,000 subject to indexation to the County towards Highway Improvements as follows: - £40,000 upon occupation of the first dwelling on the site to be used for the purposes of constructing the signalised junction or crossing £20,000 upon certification of practical completion for future maintenance of the signalised junction or crossing.

The Owner shall pay to the County £5,000 subject to indexation to the County upon completion of the TRO in connection with various speed limits on Bilton Lane, The Owner will purchase from the County Transport Packs at a cost of £35 per pack on Commencement of the development and will supply the purchasers of each dwelling with a Transport Pack on first legal completion of the sale of such dwelling.

7. Library Contribution - The Owner shall pay the sum of £18,792 subject to indexation to the County as a contribution towards the cost of library facilities in Long Lawford or the nearest suitable facility to Long Lawford and the owner covenants not to occupy more than 50% of the dwellings on site until it has paid the Library contribution to the County.

**Former Bishop Wulstan High School, Oak Street, Rugby. Section 106 dated 27/10/2010**

1. Public Open Space - The owner shall not occupy more than 50% of the dwellings until a contribution of £118,349.35 has been paid to the Council for the provision, improvement and maintenance of POS and play equipment in the vicinity of the development.

2. Community Facilities - No more than 75% of the dwellings shall be occupied until the Owner has set up and established a management company to ensure proper management of the community facilities and to provide satisfactory proof to the Council that the management company has been set up and of its structure, objectives and financing.

That the management company is to be retained and operated to ensure the proper and continued management and maintenance of the community facilities. Shall not permit the community facilities to be used other than the purpose of open space land available to the public, roads garage courts and retained tree management areas in perpetuity.

3. Affordable Housing - Not less than 40% of the dwellings (not less than 30 residential units) shall be affordable housing, 75% to be rented and the balance intermediate.

No more than 50% of Market Housing units shall be occupied until all the Affordable have been constructed and made ready for residential occupation and written notification sent to the Council.

Prior to commencement of development, to secure arrangements with an RSL to purchase or take a long lease of not less than 99 years of the affordable units.

If upon expiry of as months from practical completion of the last AH unit a legally binding contract for transfer of the AH has not been exchanged with an RSL and provided the owner has demonstrated to the Council that it has complied with the agreement, the owner can sell the AHU at 70% of the OMV in perpetuity and the Head of Housing must approve of any potential purchaser.

4. Retention and Conversion of Original Chapel Building - Prior to occupation of 10% of the dwellings the owner shall commence the restoration and conversion works to the Chapel Building - this shall be completed prior to occupation of 70% of the dwellings, such that the dwelling created in the chapel building are ready for occupation. At all times the Chapel Building is to be retained in no worse than its current state and kept wind and water tight and not to allow it to deteriorate to a condition beyond economic repair.

5. Transport Contribution - Between commencement and completion of the development the Council shall obtain three quotes for a bus stop including installation for a shelter on either Barby Road or Dunchurch Road, the owner to pay the amount of the lowest quote within 28 days of request.

6. Library Contribution - A contribution of £8,936 to be paid to the County within 7 days of commencement of the development (subject to indexation).

### **Land at Malpass Farm, Rugby – Section 106 dated 11/11/2010**

1. Air quality contribution - Sum to be paid by the Owner to the County on behalf of the Borough Council by way of 5 annual payments each of not less than two thousand five hundred pounds and not more than five thousand pounds as contribution towards the costs incurred by the Borough Council in operating the Air Quality Monitoring Scheme.
2. Highways Contribution - The sum of one million seven hundred thousand pounds to be paid by the owner as a contribution towards the costs incurred by the County in carrying out the Highway Works to the Avon Mill Roundabout and the A45 or any other works associated with the completion of the WRR.

### **Former British Legion Club, 35 Heath Lane, Brinklow CV23 0NR - Section 106 dated 11/1/2011**

1. Public Open Space - Prior to commencement of the development the Owner shall pay to the Council the sum of £3094.95 for the provision , enhancement, improvement and future maintenance of public open space, landscaping and recreation facilities within the vicinity of the development.

### **Land East of Calveston Road, Rugby – Section 106 dated 12/1/2011**

1. Public Open Space - The owner covenants not to commence development until it has identified and submitted to and obtained approval of the Council to the location, design and future maintenance and management details of the Open Space works on the Open Space Land (wildlife corridor along the Eastern Boundary and an area of public open space centred around a TPO Oak tree within the site).

Not to occupy more than 50% of the total number of dwellings until it has commenced the open space works upon the open space land and shall thereafter complete the provision of the open space in accordance with a programme to be agreed with the Council prior to commencement of development and shall ensure that public access to the public open space centre around the TPO Oak Tree is maintained at all times.

That the open space land is contamination free.

That the Open Space Land shall not be developed other than for recreational purposes and the erection of buildings and equipment ancillary to such use and to retain the Open Space Land in perpetuity as open space for the enjoyment of the general public.

To maintain the open space land for 1 year from the date of completion to the reasonable satisfaction of the Council on the basis that at the works conform to good horticultural and safe maintenance practice. On expiry of the maintenance period the land will be transferred to the Council and the owner shall pay to the Council a commuted sum for maintenance as laid out in the agreement.

2. Affordable Housing - Development will not commence until the owner has identified and obtained the approval of the Council of the size type location, number and mix of dwellings to be made available on the development as Affordable Housing.

Not less than 27.8% of the total number of dwellings shall be provided as Affordable Housing Units, comprising of Rented, Intermediate, and / or such other tenure as agreed with the Council - 75% Rented 25% Intermediate.

Reasonable endeavours shall be made to find and work with a Registered Provider to agree terms in accordance with the HACA's funding, quality standards and sizing requirements.

No more than 50% of the Market Housing units shall be occupied until the Owner has satisfied the Council that secure arrangements have been put in place with a RP to secure the provision and management of the Affordable Housing, and shall have constructed and completed 50% of the Affordable Units.

In the event that dispute all reasonable endeavours the owner is unable to find a RP then the Owner shall offer the Affordable Units to the Council, should neither option be available the owner shall be at liberty to sell the Affordable Units at 75% of the OMV, and shall remain as AH in perpetuity.

3. Education - The Owner shall pay to the County the Education contribution of £5190.78 for each relevant dwelling.

4. Library - The Owner covenants to pay the County £179.93 for each relevant dwelling.

**4-6 Duke Street, and land to the rear of 41-45 Newbold Road, Rugby. Section 106 dated 31/1/2011**

1. Public Open Space - The Owner shall pay to the Council the sum of £9,998.31(subject to indexation) to be applied by the Council for the enhancement, improvement and future maintenance of public open space, landscaping and recreational facilities within the vicinity of the development at the reasonable discretion of the Council.

Payment is to be made in two instalments 50% prior to commencement of the development and 50% on first occupation of the site.

**Ling Hall Quarry, Coalpit Lane, Lawford Heath, Rugby. Section 106 dated 21/3/2011**

1. Various Operational Conditions – See copy of the agreement for details