

Herbert Gray College, Marjorie Hume House, and St Andrews Church, Little Church Street, Rugby. - Section 106 dated 10/5/11 & Deed of Variation dated 22/2/2013

1. Off Site Public Open Space - The Owner covenants that within one month of the Tree Works being commenced upon the first of the ten protected trees the Owner shall pay to the Council the POS Contribution of £39,000 (subject to indexation) to be applied by the Council for the enhancement, improvement and future maintenance of public open space, landscaping and recreation facilities within the vicinity of the development at the discretion of the Council.

2. Highways and Public Transport - The Owner covenants that Prior to occupation of the development the Owner shall pay to the County the lower of (a) the Highways contribution of £75,000 (subject to indexation) or (b) 25% of the tendered cost of providing the Car Park Management System for the development as evidenced by tenders obtained by the Owner for the Car Park Management system.

3. Green Travel Plan - The Owner shall cause a Green Travel Plan to be prepared substantially in the form of the draft attached to the s106 Agreement and the development shall not be occupied until such a plan has been approved in writing by the County.

No part of the development (including the office, hotel and retail floorspace) shall be occupied unless a Travel Plan Co-ordinator has been employed and commenced his responsibilities and any measures specified by the Green travel plan have been implemented.

The Owner shall continue to employ a Travel Co-ordinator throughout the monitoring period.

Lime Tree Village, Cawston Lane, Rugby - Section 106 dated 16/8/2011

1. Extra Care Units - Not at any time to cause or permit an Extra Care Unit to be occupied by any person other than a 'Qualifying Person' - for details of Qualifying Person see copy of the agreement.

2. Open Space Provision - The owner will create a private open space within the site for the use of the residents of the site and their visitors such open space to include carved wooden play equipment which shall be installed within 3 months following completion of the sale of the 30th Extra Care Unit.

3. Affordable Housing - The Owner shall pay to the Council a contribution of £520,000 subject to indexation towards the provision of affordable housing off site within the Borough of Rugby such sum to be split equally with the Council and the County and shall be paid on completion of the sale of the 25th Extra Care Unit.

4. Library Facilities - The Owner shall contribute the sum of £8,117 subject to indexation to the County to provide additional library facilities within the Borough of Rugby to be paid on completion of the sale of the 30th Extra Care Unit.

Land rear of 19 - 25 Crick Road, Hillmorton Rugby. Section 106 dated 7/12/2011

Public Open Space - Prior to practical completion of the 3rd dwelling on the site, a contribution of £8,616 subject to indexation will be paid to the Council and applied for the enhancement, improvement and future maintenance of public open space and recreation facilities within the vicinity of the development at the discretion of the Council.

Rear of 29 Crick Road - Section 106 dated 24/9/2012

Open Space Provision - Prior to practical completion of Plot 3A a contribution of £1,247 shall be paid to the Council and applied for the enhancement, improvement and future maintenance of Public Open Space and recreation facilities within the vicinity of the development.

Former Peugeot Site, Oxford Road, Ryton On Dunsmore (Site B) Section 106 dated 12/12/2011

1. Highways - The Owner agrees with the County that at all times following the Occupation of the Development it shall use all reasonable endeavours to ensure that HGVs exiting the Property turn right onto the A423 Oxford Road northbound carriageway and that it shall install and maintain CCTV cameras and associated equipment to show and record all vehicles exiting the Property throughout the period of use of the Property for the purposes authorised by the Planning Permission and retain all CCTV records for 3 months and make them available for inspection by the County at such times and intervals as the County shall reasonably request.

On or before the Occupation of the Development the Owner shall pay the Highway Contribution to the County as a contribution to the Traffic Management Measures

2. Footpaths - On or before the occupation of the development the owner shall pay the footpath contribution of £30,000 (subject to indexation) to the County as a contribution to the footpath improvements.

3. Travel Plan - The Owner shall cause a Green Travel Plan to be prepared in accordance with the Framework Travel Plan and submitted to the County for its approval and no part of the development shall be first occupied until a Travel Plan has been approved in writing by the County

No part of the development shall be occupied unless a Travel Plan Co-ordinator has been employed and commenced his responsibilities and any measures scheduled by the Travel Plan have been implemented.

The owner for each property shall procure that the site co-ordinator shall co-ordinate to implement with the County a Travel Plan for that occupier.

Ling Hall Landfill Site, Lawford Heath, Rugby. - Section 106 dated 16/1/2012

Operational Conditions - This is a Warwickshire County Council Agreement and they should be contacted for further information relating to this agreement. (01926 410410)

Gateway, Rugby R1, Leicester Road, Rugby - Section 106 dated 16/1/2012

1. Public Open Space - The Owner covenants:- Not to Commence Development until it has identified and submitted and obtained the approval of the Council to the location, layout design and nature maintenance and management details of the On-Site Open Space land (= land comprising the Amenity Green Space, the Natural semi Natural Woodland. The Allotments and the Natural Area of Play) in accordance with the On-Site Open Space Specification

To maintain the On-Site Open Space land for 1 year from the date of completion to the reasonable satisfaction of the Council on the basis that the works conform to good horticultural and safe maintenance practice.

Upon the transfer of On-Site Open Space Land the owner shall pay to the Council the appropriate maintenance sum for that piece of Open Space Lane. £94,260.85 Amenity Space, £50,923.25 Natural Semi Natural Woodland, £14,850 Allotments and £17,200 Play Area. (All subject to indexation)

The Amenity Green Space, the Natural Semi Natural Woodland, the Allotments and the Natural Area of Play shall be laid out by occupation of 170th dwelling on the site and not bring more than 220 dwellings into occupation until the one year's maintenance is completed.

2. Cemeteries Contribution - To pay contribution of £37,831 by occupation of the 200th dwelling which shall be used by the Council in the provision, improving and maintenance of the cemeteries within the vicinity of the development.

3. Outdoor Sports Contribution - The sum of £22,500 shall be paid to the Council by occupation of the 200th dwelling and shall be used by the Council towards the cost incurred by the Council in the provision, improvement and maintenance of Local Off-Site Open Space.

4. Leisure Centre Contribution - On commencement of the development the Owner shall pay the leisure facilities contribution of £63,677 (subject to indexation) to the Council towards the cost involved in the provision of the leisure facilities i.e. the refurbishment or redevelopment of the Ken Marriott Leisure Centre or such other leisure or community facilities reasonably related to the Development site at the reasonable discretion of the Council.

5. Ecology Contribution - On commencement of the development the Owner shall pay the Ecology Contribution of £20,000 (subject to indexation) to the Council towards the management and maintenance of Swift Valley Local Nature Reserve.

6. Affordable Housing - No more than 100 of the Market Housing shall be occupied until the owner has entered into a legally binding contract with a Registered Provider (RP) to transfer all the Affordable Housing Units to the RP.

No more than 60% of the Market Housing Units shall be occupied until 19 of the Affordable Housing Units have been constructed and are available for residential occupation.

No more than 81% of the Market Housing Units shall be occupied until 48 of the Affordable Housing Units have been constructed and are available for residential occupation.

7. Education - Shall pay to the County a total of £1,758,457 (subject to indexation) to be paid in four instalments to provide additional educational facilities within the area of Rugby Borough required as a consequence of the development.

8. Highways - Upon occupation of the 100th dwelling the Owner shall pay to the County the first instalment of £120,000 towards the Public Transport contribution and thereafter of the anniversary of that date for a further 4 years the owner shall pay further instalments of £120,000

9. Sustainability Packs - Prior to first occupation of the first dwelling the Owner shall pay to the County the Sustainability Packs Contribution of £12,200 based on £50 per dwelling.

Leicester Road West, Rugby - Section 106 dated 8/2/2012

1. Affordable Housing - Prior to commencement of development the Owner shall identify and obtain approval of the Council for the size, type, location and mix of 9 affordable dwellings made up of 7 no. 2 bed houses, 1 no. 3 bed house and 1 no. 4 bed house.

Prior to first occupation of 50% of the Open Market Dwellings the Owners shall satisfy the Council that secure arrangements by way of a legally binding agreement have been put in place with an Affordable Housing Provider (AHP) that may be jointly approved by the Council and the Owner to secure the provision of and manage the Affordable Housing.

See Agreement for further information on the Affordable Housing obligations.

2. Public Open Space - Prior to commencement of development the Owner shall identify and submit to the Council and obtain approval of the Council to the location, layout and design details of the on-site public open space (to be not less than 0.2 hectares and central to the development) and the buffer landscape areas totalling 0.31 hectares.

By occupation of 50% of the Open Market Dwellings the Owner shall commence works on the on-site POS and the buffer landscape area. Such work shall be completed within 6 months of completion of the last dwelling on the development.

The Owner covenants to maintain the on-site POS and buffer landscape areas for a period of 1 year from the date of completion to the reasonable satisfaction of the Council.

The Owner covenants to transfer ownership to the Council of the on-site POS and the buffer landscape areas upon the expiry of the 1 year maintenance period for nil consideration and the Council covenants to accept the transfer.

Upon transfer the Owner shall pay to the Council a commuted sum (subject to indexation) to be applied by the Council for the enhancement, improvement and future maintenance of the on-site POS and buffer landscape areas.

3. Education - The Owner shall pay to the County a financial contribution (subject to indexation) towards the cost of improving, altering and expanding early years, primary, secondary and sixth form educational facilities within 3 miles of the development. 50% payable on occupation of the first dwelling with the remainder on first occupation of 2/3 's of the dwellings.

4. Library - The Owner shall pay £16,366 (subject to indexation to the County towards the cost of providing additional facilities at Rugby Library payable on occupation of the 50th dwelling.

5. DIY Retail Store - Part of Planning Permission R06/064/MAJP shall not be implemented, which permitted the erection of a DIY store, Garden Centre, and Builders Yard.