

## **Cattle Market, Rugby (Private Residential) Section 106 dated 11/5/2012**

1. Public Open Space and Play Equipment - The Applicant covenants with the Council:

- a) Not to commence development until it has identified and submitted to the Council and obtained approval of the Council to the location, layout and design details of the Public Open Space.
- b) Not to occupy more than 50% of the Dwellings until it has commenced works upon the Public Open Space in accordance with a phased programme to be agreed with the Council prior to commencement of development and shall ensure that public access to and through the Public Open Space is maintained at all times throughout the construction of the remainder of the development.
- c) The Public Open Space works shall comprise Green Flag Park Standard Public Park and public gardens and landscaped areas including the cycleway/footpath contained within the Public Open Space.
- d) That the Public Open Space is contamination free.
- e) Not to develop the Public Open Space or any part thereof for any purpose whatsoever other than for recreational purposes and the erection of buildings and equipment ancillary to such use for the enjoyment of the public.
- f) To maintain the Public Open Space for 1 year from the date of completion.
- g) Upon expiry of the maintenance period the Applicant shall pay to the Council a commuted sum of £37,400 subject to indexation, and applied by the Council for the maintenance of the Public Open Space.
- h) Not to occupy more than 50% of the dwellings until it has paid the Off-Site Public Open Space Contribution (£50,000 subject to indexation) to the Council towards the provision of Public Open Space and Play Equipment in the vicinity of the development.

2. Highways and Public Transport - The Applicant and the Council jointly covenant with the County:

- a) Not to occupy more than 50% of the total number of dwellings until it has paid 50% of the Highway contribution of £141,707 (subject to indexation) i.e. £70,853.50.
- b) To pay the remaining 50% of the Highway contribution to the County on occupation of 90% of the dwellings or upon the commencement of the Employment Development whichever occurs first.
- c) The Highway Contribution shall be paid as a contribution towards improvements and any other work in the local vicinity of Newbold Road/Wood Street junction that the Highway Authority deems necessary.

3. Education - The applicant and the Council covenant with the County not to occupy more than 50% of the total number of dwellings until it has paid to the County the Education Contribution of £134,965 (subject to indexation) as financial contribution towards the cost of extending improving or altering educational facilities within 3 miles of the development.

4. Library - The Applicant and the Council covenant with the County not to occupy more than 50% of the dwellings until it has paid the Library contribution of £15,234 (subject to indexation) to the County as a financial contribution towards the cost of providing additional facilities at Rugby Library.

**Land between Lawford Lane and Beech Drive, Rugby - Section 106 dated 11/7/2012**

1. Public Open Space - The Owner covenants and the Developer agrees with the Council that prior to commencement of the development it will pay to the Council the sum of £32,677 (subject to indexation) towards the provision and or improvement of public open space facilities within the vicinity of the development to be applied at the discretion of the Council

2. Library - The Owner covenants and the Developer agrees with the County that prior to commencement of development it will pay to the County the sum of £3,999 as a contribution towards the provision and or improvement of library facilities to be applied at the discretion of the County

**16-20 Lawford Road, Rugby - Section 106 dated 11/7/2012**

1. Affordable Housing - Prior to the date of practical completion of the development and prior to first occupation of any dwelling on the site, the Owner shall pay to the Council the Affordable Housing Contribution of £30,000 (subject to indexation) towards the costs of providing Affordable Housing outside the development site.

**45 Millfields Avenue, Rugby - Section 106 dated 11/7/2012**

1. Public Open Space - The Owner covenants that on or prior to practical completion of the sixth dwelling on the site, the owner shall pay to the Council the Open Space Contribution of £8615.69 (subject to indexation) and applied by the Council 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.

**45 Millfields Avenue, Rugby - Deed of Variation dated 8/5/2013**

1. Public Open Space - The Owner covenants that on or prior to practical completion of the sixth dwelling on the site, the owner shall pay to the Council the Open Space Contribution of £8,615.69 (subject to indexation) and applied by the Council 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.

This Obligation remains the same whichever planning permission is implemented.

**Land off Priory Road, School Street, Wolston - Section 106 dated 30/1/2013**

1. Public Open Space - On Site - The Owner shall not occupy more than 50% of the total number of dwellings until it has commenced the Open Space Works. Will maintain the Open Space Land for one year from the date of completion, and will offer to transfer the POS Land to the Council upon expiry of the maintenance period. Upon completion of the transfer the Owner shall pay to the Council the sum of £126,615.00 (subject to indexation) for Public Open Space Maintenance, and the sum of £20,258.40 (subject to indexation) for the LEAP Maintenance.

2. Affordable Housing - No more than 40% of the Market Housing Units shall be occupied until the owner has entered into a legally binding contract on commercially acceptable terms to transfer all the Affordable Housing Units to a Registered Provider. Not more than 75% of the Market Housing Units shall be occupied until the Affordable Housing Units have been constructed. In the event that no Registered Provider is willing to take transfer of the Affordable Housing Units the Owner may dispose of the units as Intermediate Housing at 75% of the Open Market Value (OMV) (transfer to include restrictive covenant that the units will remain in perpetuity to be sold at 25% discount of the OMV)

One Market Housing (Local Needs) Unit Plot 29 shall have Local Need Occupancy Criteria in perpetuity.

3. Education - The Owner covenants with the County that prior to occupation of the 20th, the 40th the 60th and the 80th dwelling on the property shall pay instalments of £127,612.00 with the exception of the final payment being £127,611.00

4. Public Right of Way - The Owner covenants to pay the Public Rights of way contribution of £6,000 (subject to indexation) prior to occupation of the 40th dwelling.

5. Transport Packs - The Owner covenants to purchase from the County Transport Packs at a cost of £50 per pack on Commencement of the Development and to supply the purchasers of each dwelling with a Transport Pack on first legal completion of the date of such dwelling.

#### **Ryton Mill, Ryton on Dunsmore - Section 106 dated 31/5/2012**

(Please Note: This is a Warwickshire County Council Agreement which was received by this Council on the 7/2/2013)

1. Unilateral Undertaking - To ensure that the Dwelling is not occupied for residential purposes during such time as the site is being used for the purposes of the Development except by a person who is directly involved in the carrying out of the Development or has a legal interest in the business which is carrying out the Development and the dependants of any such person; and during such time as the site is being used for the purposes of the Development not to sell, lease, let or otherwise dispose of the Dwelling separately from the site.

#### **Land rear of the Red Lion, 23 Main Street, Wolston - Section 106 dated 14/2/2013**

1. Local Need Dwelling - Provision of one Local Need Housing Unit that will be available in perpetuity to an Approved Local Need Tenant.

#### **Garage Courts, Nelson Way, Rugby - Section 106 dated 20/2/2013**

1. Public Open Space - The owner shall pay to the Council the Open Space contribution of £27,380.15 (subject to indexation) by no more than 50% of the dwellings on the development being occupied.