

**Land rear of 314-322 Bilton Road & rear of Lister House, Ivy Grange, Bilton Rugby –  
Section 106 dated 15/8/2013**

1. Public Open Space - The Owner shall pay to the Council the sum of £13,386.00 to be used by the Council towards the costs of the Council providing off site recreation, open space and play facilities and the maintenance and improvement of existing public open space in the Borough in which the land is situated.

**Rugby Gateway, Leicester Road, Rugby – Section 106 dated 20/8/2013**

1. On-site Public Open Space -The Owner covenants not to commence development within any phase until it has identified and submitted and obtained approval of the Council to the location, layout, design and future maintenance and management details of the On-site Open Space Land.

The Owner covenants not to develop the On-site Open Space land within a phase other than for recreational purposes and the erection of buildings and equipment ancillary to such use and to retain the On-site Open space land in perpetuity as open space for the enjoyment of the general public.

To maintain the On-site Open Space land within a phase for a period of at least 1 year from the date of completion. Timescales as set out in the agreement. Then to transfer the Open Space land to the Council. The Owner shall pay to the Council the relevant open space contribution (indexed) as laid out in the Agreement.

2. Cemeteries - The Owner covenants to pay the cemeteries contribution of £187,677 (indexed) by instalments as set out in the agreement.

3. Off-site Allotments - The Owner covenants to pay the Off-site Allotments sum of £50,989 (indexed) by occupation of the 300th Dwelling.

4. Leisure facilities - The Owner covenants to pay to the Council the sum of £307,475(indexed) less any payment made relating to the Gateway R1 application (£63,677)

5. Ecology - The Owner covenants to pay to the Council the Ecology contribution of £55,153 (indexed) less the payment of £20,000 paid on commencement of Gateway R1 application upon commencement of the second phase.

6. Affordable Housing - The Owner covenants that on submission of the first reserved matters application for any relevant phase it shall also submit the Affordable Housing scheme (As defined in the s106 agreement) and the Owner shall not commence construction of any dwelling in that phase until the Affordable Housing Scheme for that phase has been approved by the Council.

The Owner covenants that no more than 30% of the market housing in each relevant phase shall be occupied until 50% of the affordable housing units in the phase have been constructed and are available for residential occupation.

The Owner covenants that no more than 80% of the market housing in each relevant phase shall be occupied until all the affordable housing in that phase have been constructed and are available for residential occupation, and have been transferred to a registered provider.

In the event that no Registered Provider is willing to take a transfer of all or any of the Affordable Housing Units within a relevant phase the Owner shall for a period of 3 months prior to occupation of 30 of the Market Housing Units use reasonable endeavours to transfer the affordable housing to a registered provider or the Council or other registered social housing provider nominate by the Council, then the s106 agreement sets out a mechanism and obligations that need to be satisfied before the affordable housing units can be deemed as intermediate housing and sold on the open market at 75% of the open market value and to be kept as such in perpetuity.

7. Local Centre - The owner shall prior to occupation of the 900th dwelling on the site provide a serviced site for the construction of the local centre.

Prior to commencement of the second relevant phase the owner shall submit to and obtain the approval of the Council a Marketing Strategy. The Marketing Strategy shall be implemented within 28 days of its approval and the owner shall provide satisfactory evidence to the Council of its reasonable endeavours to comply with the Marketing Strategy.

8. Highways - The Owner covenants to pay to the County the various Highway contributions as set out in the Forth Schedule of the s106 agreement at the times / trigger events as set out in the fourth schedule of the agreement and to provide travel plans in accordance with the agreement.

9. Education - Upon commencement of development of a relevant phase the owner shall pay to the County the education contribution for that phase as set out in the agreement.

10. School Site - Prior to occupation of the 450th dwelling on the site the owner shall provide a serviced site which shall be a school site for the construction of the school and transfer the service site to the County.

11. Public Rights of Way - The Owner covenant to pay the PROW sum of £4,532 (indexed) to the County upon commencement of development of phase 6.

12. Renewables - The Owner covenants with the Council that on each and every occasion it makes a reserved matters application it will submit to the Council a Renewable Energy Viability Assessment to demonstrate that the Owner is achieving and will continue to achieve climate change mitigation through decentralised and renewable or low carbon energy equipment other technologies, energy efficiency measures and high quality sustainable construction materials to achieve a 10% reduction in carbon emissions, BREEAM very good standards for the Local centre and School and the highest possible level of Code for Sustainable Homes for all dwellings. The Council will consider the renewable energy viability assessment in conjunction with the Affordable Housing Viability report in order to determine the balance between the Affordable Housing target of 40% and the Sustainable and Climate Change targets.

### **Rugby Gateway R4, Leicester Road, Rugby – Section 106 dated 20/8/2013**

1. Public Open Space - The Owner covenants not to commence development until it has identified and submitted to and obtained the approval of the Council, to the location, layout, design and future maintenance and management details of the On-site Open Space Land within the site in accordance with the Open Space Works Specification. The Owner will take the necessary steps to remediate the

On-site Open Space Land prior to commencing the Open Space works on the said land to the reasonable satisfaction of the Council's Chief Environmental Health Officer.

The On-site Open Space Land shall be subject to the restrictions and provision regulating the development and use thereof specified in the agreement.

2. Amenity Green Space - Where any Amenity Green Space is to be provided within the site the Owner shall layout the Amenity Green Space in accordance with the Open Space Works specification by the occupation of 70% of the Dwellings to be constructed on site.

Upon the transfer of the Public Open Space and Amenity Green Space the Owner shall pay to the Council the maintenance sum as specified in the agreement.(subject to indexation)

3. Natural/Semi-Natural Woodland, Natural Area of Play, Ponds, Outdoor Sports Area - Where any Natural/Semi-Natural Woodland, Natural Area of Play, Ponds, Outdoor Sports Area are to be provided within the site the Owner shall layout the Natural / Semi-Natural Woodland, Natural Area of Play, Ponds, Outdoor Sports Area in accordance with the Open Space Works specification by the occupation of 70% of the Dwellings to be constructed on site.

Upon the transfer of the Natural/Semi-Natural Woodland, Natural Area of Play, Ponds, Outdoor Sports Area the Owner shall pay to the Council the Natural/Semi-Natural Woodland, Natural Area of Play, Ponds, Outdoor Sports Area maintenance sum as specified in the agreement.(subject to indexation).

4. Cemeteries - The sum of £18,887 shall be paid by the Owner to the Council upon commencement of the development and shall be used by the Council for the provision, improving and maintenance of the cemeteries within the vicinity of the development.

5. Off-site Allotments - The sum of £5,272 (subject to indexation) shall be paid by the owner upon commencement of the development and shall be used by the Council towards the costs incurred by the Council in the provision, improving and maintenance of the allotments to serve the development.

6. Leisure Centre Facilities - The Owner covenants that upon commencement of development the sum of £31,789 (subject to indexation) shall be paid to the Council towards the costs involved in the provision of the Leisure Facilities.

7. Ecology - The Owner covenants that on commencement of the development the sum of £4,647 (indexed) shall be paid to the Council and used towards the management and maintenance of Swift Valley Local Nature Reserve and Skylark Mitigation measures.

8. Affordable Housing - The Owner covenants that upon the submission of the first Reserved Matters Application it shall also submit to the Council the Affordable Housing Scheme and the Owner shall not commence the construction of any dwelling unless and until the Affordable Housing Scheme has been approved by the Council.

No more than 30% of the Market housing Units to be constructed on the site shall be occupied until 50% of Affordable Housing units have been constructed and are available for residential occupation.

No more than 80% of the Market Housing Units to be constructed on the site shall be occupied until all the Affordable Housing Units have been constructed and are available for residential occupation and have been transferred to a Registered Provider (or an executed legally binding contract with the Registered Provider to transfer the units to that Registered Provider shall have been exchanged).

9. Highways - The Owner shall pay to the County various contributions for Highways, travel plans and welcome packs as laid out in the agreement. Highways to be paid on first occupation of any dwelling and Public Transport School bus and underpass sum to be paid upon commencement of development.

10. Education - Upon commencement of the development the Owner shall pay to the County the Education contribution as laid out in the agreement (subject to indexation).

11. Public Rights of Way - Upon commencement of the development the Owner shall pay to the County the sum of £469 as specified in the agreement.

### **Rugby Gateway (Employment), Leicester Road, Rugby – Section 106 dated 20/8/2013**

1. Public Open Space - The Owner covenants with the Council not to commence development until it has identified and submitted to and obtained the approval of the Council, to the location, layout, design and future maintenance and management details of the on-site open space land in accordance with the open space works specification. It will take the necessary steps to remediate the on-site open space land before commencing the works within the site to the reasonable satisfaction of the Council's Chief Environmental Officer.

The buildings will not be occupied with a total site area of 12 hectares of Commercial Floor space (based on total site of 36 hectares) before the works are laid out and completed.

2. Renewables - The owner covenants with the Council that on each and every occasion it makes a reserved matters application in respect of Commercial Floor Space it will at the same time submit a Renewable Energy Viability assessment in respect of the commercial floor space in accordance with PPS1 Climate Change Supplement and the Council's SPD2012 Sustainable Design and Construction to demonstrate to the Council how the owner is achieving and will continue to achieve climate change mitigation - 10% reduction on carbon emissions and BREEAM very good standards.

3. Highways - Various contributions and Travel Plan requirements as set out in Forth Schedule of the Agreement.

### **113 Townsend Lane, Long Lawford, Rugby – Section 106 dated 25/10/2013**

Off-site Public Open Space - The Owner covenants that on commencement of Development on the site the Owner shall pay to the Council the sum of £12,205.90 (subject to indexation) to be applied by the Council for the enhancement, improvement and future maintenance of off-site public open space and recreational facilities within the vicinity of the development at the discretion of the Council.

### **Former Railway Sidings & Ballast Pits, Lower Street, Hillmorton, Rugby – Section 106 dated 23/12/2013**

1. Off-site Public Open Space - Prior to first occupation the Owner shall pay to the Council the Off-site contribution of £72,102 (indexed)

2. Affordable Housing - 13.1% Shared Ownership Housing Units made up of 2 bed and 3 bed houses (10 units) with car parking spaces.

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

No more than 75% of Market Housing Units shall be occupied until the Affordable Housing Units have been transferred to the Registered Provider on terms that ensure that the Affordable Housing remains in perpetuity as Affordable Housing.

3. Bio-Diversity Offsetting Scheme - The Owner shall pay to the County the sum of £22,898 six months from 14 March 2014 for the provision of Bio-diversity offsetting.

**Former Peugeot Site, Oxford Road, Ryton on Dunsmore (Site C) – Deed of Unilateral Undertaking dated 28/11/2013**

- Undertaking - The Owner will provide a Green Travel Plan, a Travel Co-ordinator for the site and use all reasonable endeavours to ensure that HGV's exiting the site turn right onto the A423 Oxford Road northbound carriageway and install and maintain CCTV cameras to show and record all vehicles exiting the Site and retain all CCTV records for 3 months and make them available for inspection by the County Council.

**Coventry & Warwickshire NHS, Ambulance Trust, Ambulance Station, Brownsover Lane, Brownsover, Rugby – Section 106 dated 28/3/2014**

1. Affordable Housing - The Owner covenants that not less than 100% of the total number of dwellings constructed shall be Affordable Housing.

Prior to commencement of Development the Owner shall satisfy the Council that secure arrangements by way of a legally binding agreement being put in place with the Registered Provider that may be jointly approved by the Council and the Owner to secure provision and to manage the Affordable Housing in perpetuity and in accordance with the agreement.

Upon completion of the units the Owner shall transfer the units to a Registered Provider.

2. Off-site Tree Planting - The Owner covenants that prior to commencement of development the owner shall submit to and obtain the approval of the Council (and the County if the scheme includes highway land) to the off-site tree planting scheme.

Following occupation of the first dwelling the owner shall pay a maintenance contribution of £13,565 (indexed). The owner shall maintain the scheme for a period of 1 year from completion.

**Barby Pools/Onley Marina Land at Onley Fields Farm, Onley, Rugby - Section 106 dated 24/3/2014**

Permissive Footpaths - On completion of any phase to allow members of the public to access, on foot, mobility scooters, pushchairs and wheelchairs, and use the Permissive Footpaths (subject to rules of use) which are located within that phase.

The Owner must give the Council not less than two months' notice (or such period as may be reasonably agreed) of any anticipated or actual date of completion of any phase.

There will be no Public Right of Way over the Permissive Footpaths.