a)

Financial Viability Assessment

Lutterworth East Urban Extension

Harborough District Council

REF: 19/00250/OUT

April 2024

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Quality Assurance

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Date:	April 2024

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Non-technical Summary

ES 1 This non-technical summary should be read in conjunction with the main report and general assumptions and definitions attached hereto.

ES 2 AspinallVerdi have been instructed by Harborough District Council (hereafter referred to as "the Council") to undertake a review of the submitted Financial Viability Assessment (FVA) of the proposed development at Lutterworth East Urban Extension (hereafter referred to as "the Site").

ES 3 Leicestershire City Council ("the Applicant") has provided a viability assessment prepared by Gerald Eve, dated 16th June 2023, in relation to the development of the Site. The scheme includes:

- 2,750 homes, with a mix of house types including affordable homes and retirement living
- 8.5ha of employment for business and light industrial space
- 13ha of employment for storage and distribution
- Two primary schools
- 2.5ha of community hub providing retail, health, social, leisure, cultural and community facilities
- A spine road to connect the A426 and the A4303, sports facilities and access to green space and children's play space.

ES 4 Outline planning permission was granted on 17th May 2022 and at that point the scheme included the delivery of 40% affordable housing in accordance with Harborough District Council's Local Plan policy requirements. However, the FVA submitted by Gerald Eve states that both a policy compliant scheme and a 100% private scheme are not viable, and therefore the scheme cannot afford to deliver any affordable housing.

ES 5 The Applicant states that a policy compliant scheme which delivers 40% affordable housing results in a deficit of £95.4m, whereas a fully private scheme results in a deficit of £9.8m.

ES 6 Gerald Eve have run sensitivity analysis for various affordable housing scenarios including 30%, 20%, 10% and 0%, as well as a scenario that looks to model revenue growth and cost inflation at a rate of 0.5% from month 1 in the 0% affordable housing scenario.

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ES 7 The purpose of this report is therefore to provide an independent and objective assessment of the Applicant's appraisal inputs to ensure that the assessment is a sound basis for negotiation and agreement.

ES 8 The Applicant has adopted a Benchmark Land Value (BLV) for the Site based on the Existing Use Value plus Premium (EUV+) methodology. The Applicant has based the EUV of the Site on its agricultural land value at £22,000 per hectare (c£8,907 per acre), which at 558 acres equates to £5m.

ES 9 In arriving at a premium to apply to the EUV, the Applicant has referenced the HCA document "Transparent Assumptions: Guidance for the Area Wide Viability Model" which states that for greenfield land, benchmarks tend to be in a range of 10 to 20 times agricultural value. They have also referenced market evidence of other Areawide viability studies which demonstrate a range of BLVs between £60,000 and £150,000 per gross acre. Given the substantial infrastructure requirements needed to unlock the Site for development, the Applicant has applied the lower end of this range (£60,000 per acre) to the Site area to arrive at a total BLV of £33,500,000. £60,000 per acre represents a multiplier of 6.74 on the EUV of the Site at £8,907 per acre.

ES 10 The residual land value of the development has then been assessed against this BLV to assess whether the scheme generates an overall surplus or deficit.

ES 11 We have reviewed the report provided by the Applicant and have also undertaken our own appraisals. Where we agree with the Applicant's position, we have assumed their cost and value inputs. Where we disagree, we have adopted our own assumptions and set out in detail the reasons for these variations in our report. The tables below summarise the inputs adopted in comparison to the Applicant's assumptions. Those differences shown in green represent improvements in viability, whilst those shown in red are areas which have a negative impact.

ES 12 The below appraisal inputs are for the policy compliant scenario (40% affordable housing).

Table ES.1 – Adopted Areas

Use	GIA (sq ft)	NIA (sq ft)
Residential	2,538,250	2,538,250
A1-A5, D1 & D2	78,548	78,548
B1 & B2 Employment	232,000	197,200
Swift Valley Business Park	97,000	82,450
Industrial Units 1-8	520,000	520,000

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Table ES.2 – Adopted Residential Unit Numbers (Policy Compliant)

Use	Number
Total Residential	2,750
Private Residential	1,650
Shared Ownership Residential	137
Intermediate Residential	138
Social Rented Residential	825

Table ES.3 – Base Appraisal Applied Programme

Period	Applicant		AspinallVerdi	
	Duration	Month	Duration	Month
Phase 1				
Pre-Construction	18 months	May 23 – Oct 24	18 months	May 24 – Oct 25
Construction	17 months	Nov 23 – Mar 25	17 months	Nov 24 – Mar 26
Sale	17 months	Nov 24 – Mar 26	17 months	Nov 25 – Mar 27
Total Phase 1	34 months	Apr 23 – Mar 26	34 months	May 24 – Mar 27
Phase 2				
Pre-Construction	3 months	Apr 26 – June 26	3 months	Apr 27 – Jun 27
Construction	42 months	Jul 26 – Dec 29	42 months	Jul 27 – Dec 30
Sale	42 months	Jul 27 – Dec 30	42 months	Jul 28 – Dec 31
Total Phase 2	57 months	Apr 26 – Dec 30	57 months	Apr 27 – Dec 31
Phase 3				
Pre-Construction	3 months	Apr 29 – Jun 29	3 months	Apr 30 – Jun 30
Construction	54 months	Jul 29 – Dec 33	54 months	Jul 30 – Dec 34
Sale	54 months	Jul 30 – Dec 34	54 months	Jul 31 – Dec 35
Total Phase 3	69 months	Apr 29 – Dec 34	69 months	Apr 30 – Dec 35
Phase 4				
Pre-Construction	3 months	Apr 33 – Jun 33	3 months	Apr 34 – Jun 34
Construction	70 months	Jul 33 – Apr 39	70 months	Jul 34 – Apr 40
Sale	70 months	Jul 34 – Apr 40	70 months	Jul 35 – Apr 41
Total Phase 4	85 months	Apr 33 – Apr 40	85 months	Apr 34 – Apr 41

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SCHEME TOTAL	**205 months**	**Apr 23 – Apr 40**	**205 months**	**May 24 – Apr 41**

Table ES.4 – Commercial Land Elements Applied Programme

Period	Applicant		AspinallVerdi	
	Duration	Month	Duration	Month
Commercial - Other				
Pre-Construction	18 months	May 23 – Oct 24	12 months	May 24 – Apr 25
Construction	12 months	Nov 24 – Oct 25	12 months	May 25 – Apr 26
Sale	7 months	Nov 25 – May 26	7 months	May 26 – Nov 26
Total Commercial - Other	36 months	May 23 – May 26	31 months	May 24 – Nov 26
Commercial - Industrial				
Pre-Construction	12 months	May 23 – Apr 24	12 months	May 24 – Apr 25
Construction	12 months	May 24 – Apr 25	12 months	May 25 – Apr 26
Sale	12 months	May 24 – Apr 25	Pre-Let	May 26
Total Commercial - Industrial	24 months	May 23 – Apr 25	24 months	May 24 – May 26

Table ES.5 – Revenue Assumptions

Item	Applicant	AspinallVerdi	Difference
Residential			
Market Sale	Av. Size – 1,025 sq ft £330 psf	Av. Size – 1,025 sq ft £330 psf	-
Shared Ownership	Av. Size – 770 sq ft £231 psf	Av. Size – 770 sq ft £231 psf	-
Intermediate	Av. Size – 770 sq ft £231 psf	Av. Size – 770 sq ft £231 psf	-
Social Rent	Av. Size – 770 sq ft £145 psf	Av. Size – 770 sq ft £145 psf	-
Commercial			
A1-A5, D1, D2	Rent: £19 psf Yield: 6.00% Rent Free: 6 months	Rent: £19 psf Yield: 6.00% Rent Free: 6 months	Rent: - Yield: - Rent Free: -
B1 & B2 Employment	Rent: £17 psf Yield: 7.50% Rent Free: 12 months	Rent: £17 psf Yield: 7.50% Rent Free: 12 months	Rent: - Yield: - Rent Free: -
Swift Valley Business Park	Rent: £17 psf	Rent: £17 psf	Rent: -

Item	Applicant	AspinallVerdi	Difference
	Yield: 7.50% Rent Free: 12 months	Yield: 7.50% Rent Free: 12 months	Yield: - Rent Free: -
Units 1-8 (Industrial)	Rent: £8 psf Yield: 5.50% Rent Free: 24 months	Rent: £11.00 psf Yield: 5.25% Rent Free: 24 months	Rent: +£3.00 psf Yield: -0.25% Rent Free: -

Table ES.6 – Gross Development Value Assumptions (Policy Compliant)

Item	Applicant	AspinallVerdi	Difference
Residential (GDV)			
Market Sale	£558,112,500	£558,112,500	-
Shared Ownership	£24,368,190	£24,368,190	-
Intermediate	£24,546,060	£24,546,060	-
Social Rent	£92,111,250	£92,111,250	-
Commercial (RLV)			
Commercial - Industrial	£10,444,980	£32,088,188	+£21,643,208
Commercial - Other	£19	£19	-
TOTAL	**£709,582,999**	**£731,226,207**	+£21,643,208

Table ES.7 – Applied Base Construction

Item	Applicant	AspinallVerdi	Difference
Residential			
Market Sale	£120.22 psf	£121.98 psf	+£1.76 psf
Shared Ownership	£120.22 psf	£121.98 psf	+£1.76 psf
Intermediate	£120.22 psf	£121.98 psf	+£1.76 psf
Social Rent	£120.22 psf	£121.98 psf	+£1.76 psf
TOTAL	**£305,148,415**	**£309,615,735**	
Commercial			
A1-A5, D1, D2	£94.39 psf	£94.67 psf	+£0.28 psf
B1 & B2 Employment	£154.31 psf	£165.74 psf	+£11.43 psf
Swift Valley Business Park	£154.31 psf	£165.74 psf	+£11.43 psf
Units 1-8 (Industrial)	£61.50 psf	£63.92 psf	+£2.42 psf

Item	Applicant	AspinallVerdi	Difference
TOTAL	**£82,546,937[1]**	**£95,202,999**	+£12,656,062
Additional			
Residential Contingency	5.0%	5.0%	-
Infrastructure Contingency	10.0%	5.0%	-5%
Commercial / Industrial Contingency	5.0%	5.0%	-
Externals	10.0%	10.0%	-

Table ES.8 – Land Assembly Costs (Indexed)

Item	Applicant	AspinallVerdi	Difference
J20 Works	£1,651,756	INSUFFICENT INFORMATION PROVIDED	N/A
Bus Contribution	£2,595,890	INSUFFICENT INFORMATION PROVIDED	N/A
Landscaping	£2,076,712	INSUFFICENT INFORMATION PROVIDED	N/A
Electrical (WP Quote)	£19,333,701	INSUFFICENT INFORMATION PROVIDED	N/A
Temporary Power Connection	£1,084,244	INSUFFICENT INFORMATION PROVIDED	N/A
Foul Water	£4,776,438	INSUFFICENT INFORMATION PROVIDED	N/A
Land Preparation (P1, P2 & P3)	£5,344,312	INSUFFICENT INFORMATION PROVIDED	N/A
Water	£679,823	INSUFFICENT INFORMATION PROVIDED	N/A
TOTAL	**£37,542,876**	**N/A**	**N/A**

[1] Aspinall Verdi has not been provided with the Applicant's Commercial Appraisal and therefore have undertaken this calculation for comparison purposes.

Table ES.9 – Commercial/Industrial Land Assembly Costs (Indexed)

Item	Applicant	AspinallVerdi	Difference
Gas	£2,699,726	INSUFFICENT INFORMATION PROVIDED	N/A
Archaeology -B8	£830,685	INSUFFICENT INFORMATION PROVIDED	N/A
Land Preparation – B8	£1,723,671	INSUFFICENT INFORMATION PROVIDED	N/A
Electric – B8	£134,986	INSUFFICENT INFORMATION PROVIDED	N/A
Gas – B8	£53,995	INSUFFICENT INFORMATION PROVIDED	N/A
Water – B8	£43,611	INSUFFICENT INFORMATION PROVIDED	N/A
Foul Estimate – B8	£31,1512	INSUFFICENT INFORMATION PROVIDED	N/A
Highway – B8	£1,557,534	INSUFFICENT INFORMATION PROVIDED	N/A
TOTAL	**£7,075,359**	**N/A**	**N/A**

Table ES.10 – Spine Road Costs (Indexed)

Item	Applicant	AspinallVerdi	Difference
Spine Road	£101,722,566	INSUFFICENT INFORMATION PROVIDED	N/A

Table ES.11 – S106 Costs (Indexed)

Item	Applicant	AspinallVerdi	Difference
A426/A5 Gibbet Lane Roundabout	£1,257,736	£1,261,073	+£43,266
Traffic Monitoring Fees	£11,772	£11,773	+£1
Traffic Regulation Order	£116,815	£116,815	£0

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Item	Applicant	AspinallVerdi	Difference
Bus Pass Contribution	£4,382,901	£4,382,901	£0
Travel Pack	£492,521	£492,521	£0
Recycling and Waste Site	£207,708	£207,708	£0
Wheelie Bins	£225,697	£225,697	£0
Police	£363,425	£363,425	£0
Monitoring Fees LLC	£31,151	£31,151	£0
Extension of Lutterworth Health & G	£1,832,699	£1,832,699	£0
Public Realm Improvements	£178,073	£178,073	£0
Monitoring Fees HDC	£2,804	£2,804	£0
Cemetery Contribution	£405,443	£405,442	-£1
Frank Whittle Roundabout	£17,627,946	£17,627,946	£0
Off-site sport and rec pitches	£1,311,641	£1,311,641	£0
Off-site sport and rec changing facilities	£780,792	£780,792	£0
Community Facility	£3,411,779	£1,417,356	-£1,994,423
Primary School 1	£8,126,443	£8,126,443	£0
Early years	£1,080,934	£1,080,935	+£1
Special Schools – Primary	£680,632	£558,119	-£122,513
On site Pavilions/pitches	£1,557,534	£1,557,534	£0
Primary School 2	£8,126,443	£8,126,443	£0
Early years	£1,080,934	£1,080,935	+£1
Education contribution	£5,173,593	£4,242,353	-£931,240
Special Schools – Secondary	£931,229	£763,608	-£167,621
Libraries	£86,178	£86,178	£0
Gilmorton Traffic Calming Scheme	£696,922	£686,947	-£9,975
Education Contribution	£5,173,593	£4,242,353	-£931,240
TOTAL	**£65,355,338**	**£61,201,644**	**-£4,153,694**

Table ES.12 – Other Construction Costs / Fees

Item	Applicant	AspinallVerdi	Difference
Resi / Industrial Professional Fees	6.0%	6.0%	-
Infrastructure / Commercial Professional Fees	8.0%	8.0%	-
Purchaser's Costs	6.8%	6.8%	-
Sales Agents & Legal Fees	1.5%	1.5%	-
Resi Marketing Fees	£500 per private unit	£500 per private unit	-
Letting Agent Fee	10.0% of annual rent	10.0% of annual rent	-
Letting Legal Fee	5.0% of annual rent	5.0% of annual rent	-
Commercial Marketing Fees	1.0%	1.0%	-
Finance Rate	7.0%	7.0%	-

Table ES.13 – Profit Assumptions

Cost/Fee	Applicant	AspinallVerdi	Difference
Proft on Residential Elements			
Blended Profit on GDV	15.18%	15.18%	-
Profit on Private	17.5%	17.5%	-
Profit on Affordable	6.0%	6.0%	-
Profit on Commercial Elements			
Profit on Cost – Industrial	10.0%	10.0%	-
Profit on Cost – Commercial	15.0%	15.0%	-

ES 13 On the basis that the Applicant has not been able to provide evidence to support their land assembly costs and infrastructure costs, as well as the recent Norh Essex Authorities local plan examination decision, to reflect this risk associated with the land AspinallVerdi have adopted a slightly lower Benchmark Land Value for the Site than the Applicant, who adopted £33.5m. On the basis of a BLV of £50,000 per acre, the Applicant achieves a multiplier of around 5 based on the total site area and c.£113,000 per acre, a multiplier of 13 when the net developable area is taken into consideration.

ES 14 The Existing Use Value for the site equates to £5m, the premium to the land owner equates to £22.9m and therefore the BLV that we have adopted equates to £27.9m, which is £5.6m below the Applicant's BLV.

Conclusions and Recommendations

ES 15 We have set out in Table ES.14 and ES.15 the results of our findings compared with those of the Applicant.

Table ES.14 – Applicant Viability Results

	Affordable Housing Level				
	40%	30%	20%	10%	0%
Residual Land Value	-£61.0m	-£39.5m	-£18.1m	£3.2m	£23.7m
Benchmark Land Value	£33.5m	£33.5m	£33.5m	£33.5m	£33.5m
Surplus / Deficit	-£94.5m	-£73.0m	-£51.6m	-£30.2m	-£9.8m

Table ES.15 – AspinallVerdi Viability Results

	Affordable Housing Level				
	40%	30%	20%	10%	0%
Residual Land Value	-£27.3m	-£0.6m	£12.5m	£29.3m	£43.3m
Benchmark Land Value	£27.9m	£27.9m	£27.9m	£27.9m	£27.9m
Surplus / Deficit	-£55.2m	-£28.58m	-£15.4m	£1.4m	£15.4m

ES 16 We have tested a number of different scenarios and undertaken sensitivity analysis, including considering growth/inflation and rephasing the delivery of the affordable housing. Please refer to Section 7 for further details.

ES 17 Our appraisals and sensitivity analysis demonstrate that the scheme is not able to support a policy-compliant 40% affordable housing provision, even in a more optimistic scenario whereby inflation/growth has been factored in and affordable housing provision is provided in the latter phases of development.

ES 18 That said, contrary to the Applicant's conclusions, we are of the opinion that there are scenarios in which a level of affordable housing can be supported across the Site. Assuming no growth or inflation, our appraisals show that 10% affordable housing can be viably supported. Additionally,

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assuming 0.5% per annum growth and inflation on base build cost, as well as assuming that affordable housing is delivered in the latter phases of development, our appraisals demonstrate that 20% affordable housing could be viably supported.

ES 19 In general, AspinallVerdi are in agreement with the majority of the Applicant's appraisal inputs, save for infrastructure and land assembly costs which Quantem (our cost consultants) have been unable to review due to a lack of supporting evidence. The key difference in revenue inputs between the two parties is the industrial land value, whereby we have estimated an industrial land value that is c£20.0m in excess of the Applicant's and the BLV which is c.£5.6m lower than that adopted by the Applicant.

ES 20 Crucially, it is important to note that the information that has been provided by the Applicant to Quantem has been significantly lacking in information. As such, we have been unable to robustly scrutinise the significant infrastructure costs and land assembly costs associated with the Site.

ES 21 In the absence of this information, we have had to adopt the Applicant's stated costs, however, we reserve the right to amend our appraisals and conclusions accordingly should we be provided with more information. It is quite plausible that significant cost reductions could be achieved across the Site, which would improve viability further. For example, a 10% reduction in these costs could result in a saving of c.£15m, therefore potentially resulting in a greater number of affordable units being delivered.

ES 22 In respect of the infrastructure costs, the differences between the parties are not required to be agreed upon at this stage provided that the Council mandates further viability reviews of the scheme as it is worked up in more detail. This will allow further information on the costs to be submitted once key details become known (e.g. spine road and land assembly costs) and a more accurate assessment of the scheme to be made.

ES 23 Given the lack of evidence to support the infrastructure and land assembly costs, we are unable to confirm whether the scheme can actually afford policy level of affordable housing. Based on the limited information available, our analysis suggests that at least 10% to 20% affordable housing could be achievable; however the figure could potential be higher. We therefore recommend that the Council seek to agree viability review mechanisms with the Applicant to ensure any improvements to viability can be captured at a later date once more detailed information is known / available.

ES 24 This approach of reassessing viability at key project milestones has been adopted by other LPAs for strategic sites of similar scale. One such example is for viability to be reassessed at the point that each Reserved Matters application for each phase of development is received and further scheme details are available to incorporate within the viability assessment. It may also be

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necessary to have a further review at the end of each phase. This approach can also allow for confirmed costs and values to be used in place of estimates in the later phases of development. Hence, it is imperative that the Council keep the conclusions of this report under regular review to ensure it is providing the maximum public benefit.

ES 25 We trust that our report is in a format suitable for your purposes and that it provides all the relevant information. Should you have any questions or queries in respect of the scheme or the contents of this report, please do not hesitate to contact Parminder Dosanjh or Max King.

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For the Attention of Adrian Eastwood, Head of Service Development

Dear Adrian,

1 Introduction

1.2 AspinallVerdi have been instructed by Harborough District Council (hereafter referred to as "the Council") to undertake a review of the submitted Financial Viability Assessment (FVA) of the proposed development at Lutterworth East Urban Extension (hereafter referred to as "the Site").

1.3 Leicestershire City Council ("the Applicant") has provided a viability assessment prepared by Gerald Eve, dated 16th June 2023, in relation to the development of the Site. The scheme includes:

- 2,750 homes, with a mix of house types including affordable homes and retirement living
- 8.5ha of employment for business and light industrial space
- 13ha of employment for storage and distribution
- Two primary schools
- 2.5ha of community hub providing retail, health, social, leisure, cultural and community facilities
- A spine road to connect the A426 and the A4303, sports facilities and access to green space and children's play space.

1.4 Outline planning permission was granted on 17th May 2022 and at that point the scheme included the delivery of 40% affordable housing in accordance with Harborough District Council's Local Plan policy requirements. However, the FVA submitted by Gerald Eve states that both a policy compliant scheme and a 100% private scheme are not viable, and therefore the scheme cannot afford to deliver any affordable housing.

1.5 The Applicant states that a policy compliant scheme which delivers 40% affordable housing results in a deficit of £95.4m, whereas a fully private scheme results in a deficit of £9.8m.

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1.6 The purpose of this report is therefore to provide an independent and objective assessment of the Applicant's appraisal inputs to ensure that the assessment is a sound basis for negotiation and agreement.

1.7 The Applicant has adopted a Benchmark Land Value (BLV) for the Site based on the Existing Use Value plus Premium (EUV+) methodology. The Applicant has based the EUV of the Site on its agricultural land value and then applied a premium to arrive at a total BLV for the Site of £33.5m.

1.8 The Applicant has assumed varying levels of developer's profit for the different elements of development across the scheme. This comprises profit on GDV of 17.5% and 6.0% for the private and affordable housing respectively, as well as profit on cost of 10.0% and 15.0% for the industrial and commercial elements respectively.

RICS Practice Statement

1.9 Our FVA is carried out in accordance with the following:

- National Planning Policy Framework (NPPF, updated September 2023)
- Planning Practice Guidance (PPG, updated September 2019)
- RICS Financial Viability in Planning: Conduct and Reporting Practice Statement (September 2019)
- RICS Assessing viability in planning under the National Planning Policy Framework 2019 for England (March 2021).

Objectivity, Impartiality and Reasonableness

1.10 We have carried out our review in collaboration with the Council (as Local Planning Authority (LPA)). At all times we have acted with objectivity, impartially and without interference when carrying out our viability assessment and review.

Confirmation of Instructions

1.11 We attach in **Appendix 1** our standard Terms of Business, and at **Appendix 2** our agreed Scope of Works. We confirm that in preparing this report, no performance-related or contingent fees have been agreed.

1.12 We have not been instructed to inspect the Site.

Conflicts of Interest

1.13 We confirm that we have no conflict of interest in providing this advice and we have acted independently and impartially.

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Transparency of Information

1.14 Transparency and fairness are key to the effective operation of the planning process. The presumption is that this viability assessment will be published in full, except where this may compromise the delivery of the proposed application scheme or infringe other statutory and regulatory requirements. In this instance, we have not agreed any exceptions with the LPA.

Area Wide Viability Assessment

1.15 We confirm that AspinallVerdi have historically acted for and are currently acting for Harborough District Council in respect of the preparation of an area-wide Local Plan viability assessment.

Information Relied Upon

1.16 For the purposes of our appraisals, we have relied on the following information:

- Post Decision FVA, Lutterworth East, June 2023: Gerald Eve
- Cost Report Review, March 2024: Quantem Cost Consultants

1.17 All the above information is logged electronically and can be provided should you require.

Engagement

1.18 At all stages of the viability process, we have advocated reasonable, transparent and appropriate engagement between all parties involved.

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2 Scheme Details

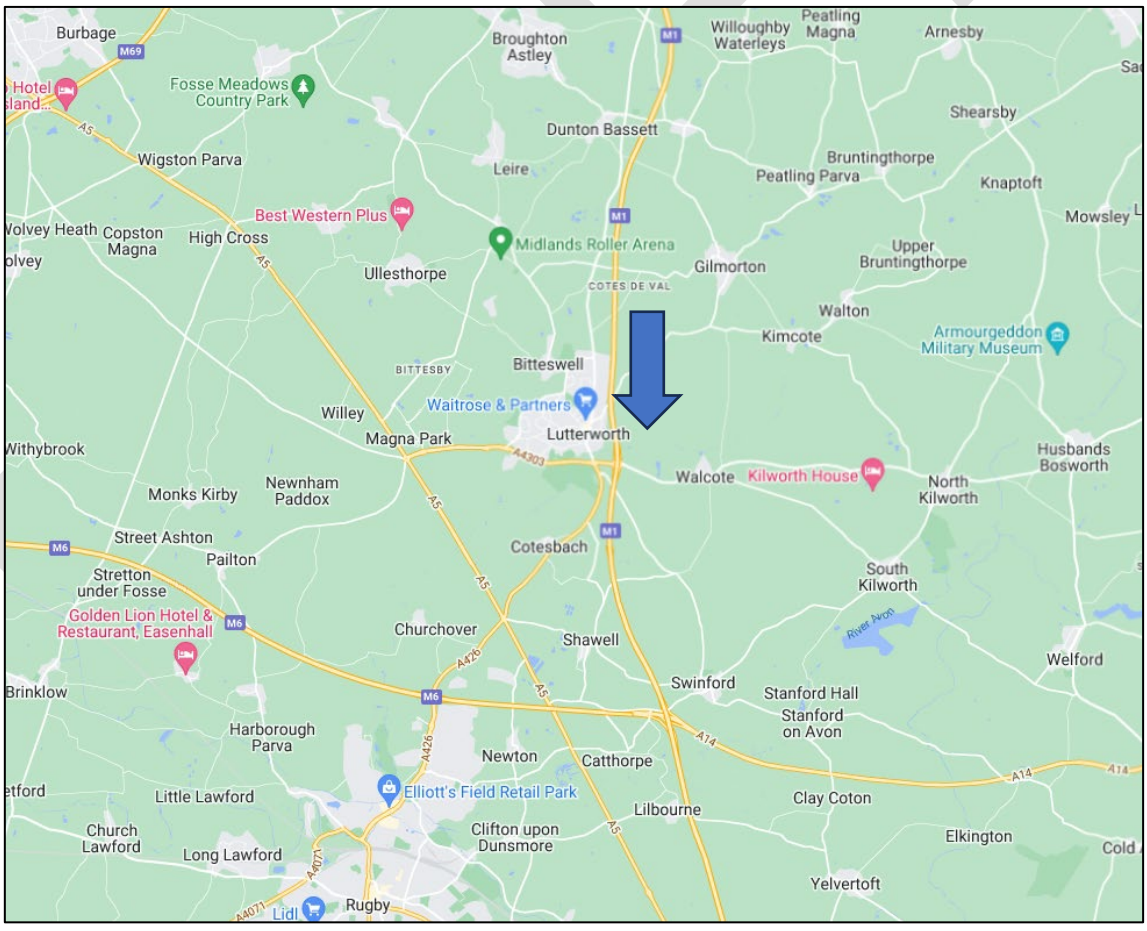
2.1 This section sets out our understanding of the Site and the proposed development.

Location

2.2 Lutterworth is a civil parish and historic market town in the Harborough district of Leicestershire. It is located approximately 6.5 miles north of Rugby and 12 miles south of Leicester. According to 2021 Census, the population of Lutterworth is estimated to be approximately 10,500.

2.3 The Site is located to the east of Lutterworth and sits just to the east of Junction 20 of the M1 motorway. The A4304 intersects the bottom section of the Site with a small portion of the Site located to the south of this road. The Site also encompasses a small portion of land to the west of the M1 motorway. The macro location is shown in Figure 2.1 below.

Figure 2.1 - Location Map



Source: Google Maps, 2024

2.4 In terms of connectivity, the M1 provides road links to Leicester, Nottingham, Sheffield and Leeds to the north, and London to the south. The M1 also connects with the M6 motorway to the south of the Site, with the latter providing road links to Coventry and Birmingham.

2.5 Public transport provision in the area is limited. Lutterworth had previously had its own train station which subsequently closed in 1969. A 2021 proposal to re-open the station was put forward however it remains unclear as to whether this proposal will be actioned. Centrebus and Arriva are the main operators of bus services in the Lutterworth area, with both providing services to Leicester, Rugby, Warwickshire, Market Harborough and Hinkley.

Description

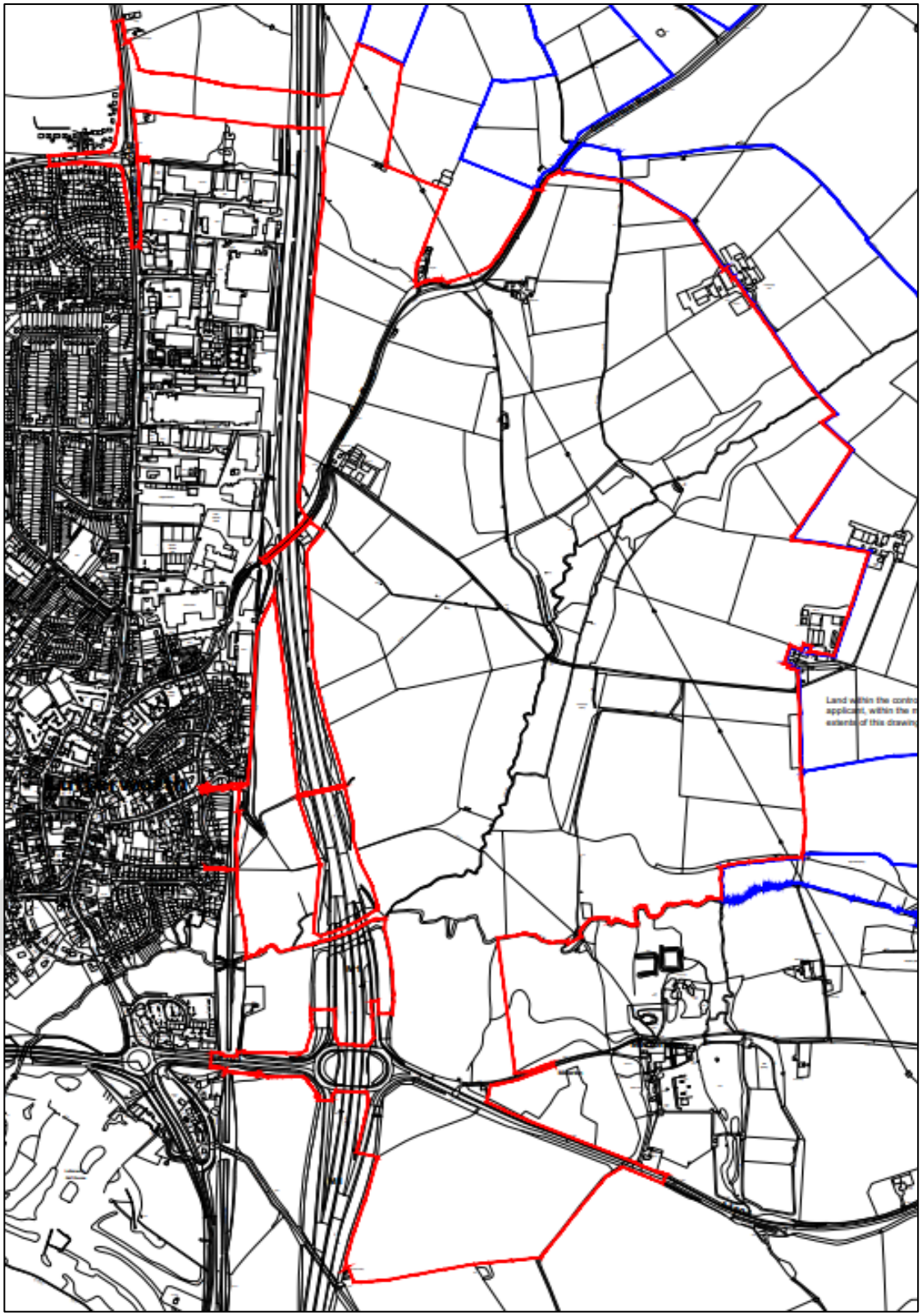
2.6 The Site comprises approximately 558 acres of agricultural land and includes hedges, trees, ponds, ditches, Public Rights of Way and permissive routes. It contains woodland at Thornborough Spinney and a Site of Special Scientific Interest (SSSI) of Misterton Marshes, which comprises marshy grassland, wetland habitats, woodland and scrubland.

2.7 There a number of existing farm buildings and structures on site including Fields Farm, Wycliffe Farm, Butts Farm, Lea Barn Farm and Park Lodge. Park Lodge is accessed from Chapel Lane, with the remainder of the buildings being accessed by Gilmorton Road.

2.8 The boundaries of the Site are shown edged in red in Figure 2.2.

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Figure 2.2 - Site Boundaries



Source: Harborough District Council Planning Portal, 2024

Proposed Scheme

2.9 Outline planning permission was granted on 17th May 2022 for planning application REF: 19/00250/OUT. The development proposals include:

> *'Hybrid planning application comprising Outline application for development (including demolition) of up to 2,750 dwellings, business, general industrial and storage and distribution uses, two primary schools, neighbourhood centre, public open space, greenspace, drainage features, acoustic barrier, and other associated infrastructure (some matters reserved), and full application for the development of a spine road and associated junctions with the A426 north of Lutterworth, Gilmorton Road, Chapel Lane (including the partial closure and realignment of Chapel Lane to motor vehicles and horse riders), and the A4304 east of M1 Junction 20, comprising carriageway, footway, cycleway and associated infrastructure to include earthworks, bridge structures, services, drainage, landscaping, lighting and signage | Land East Of Lutterworth Gilmorton Road Lutterworth Leicestershire'*

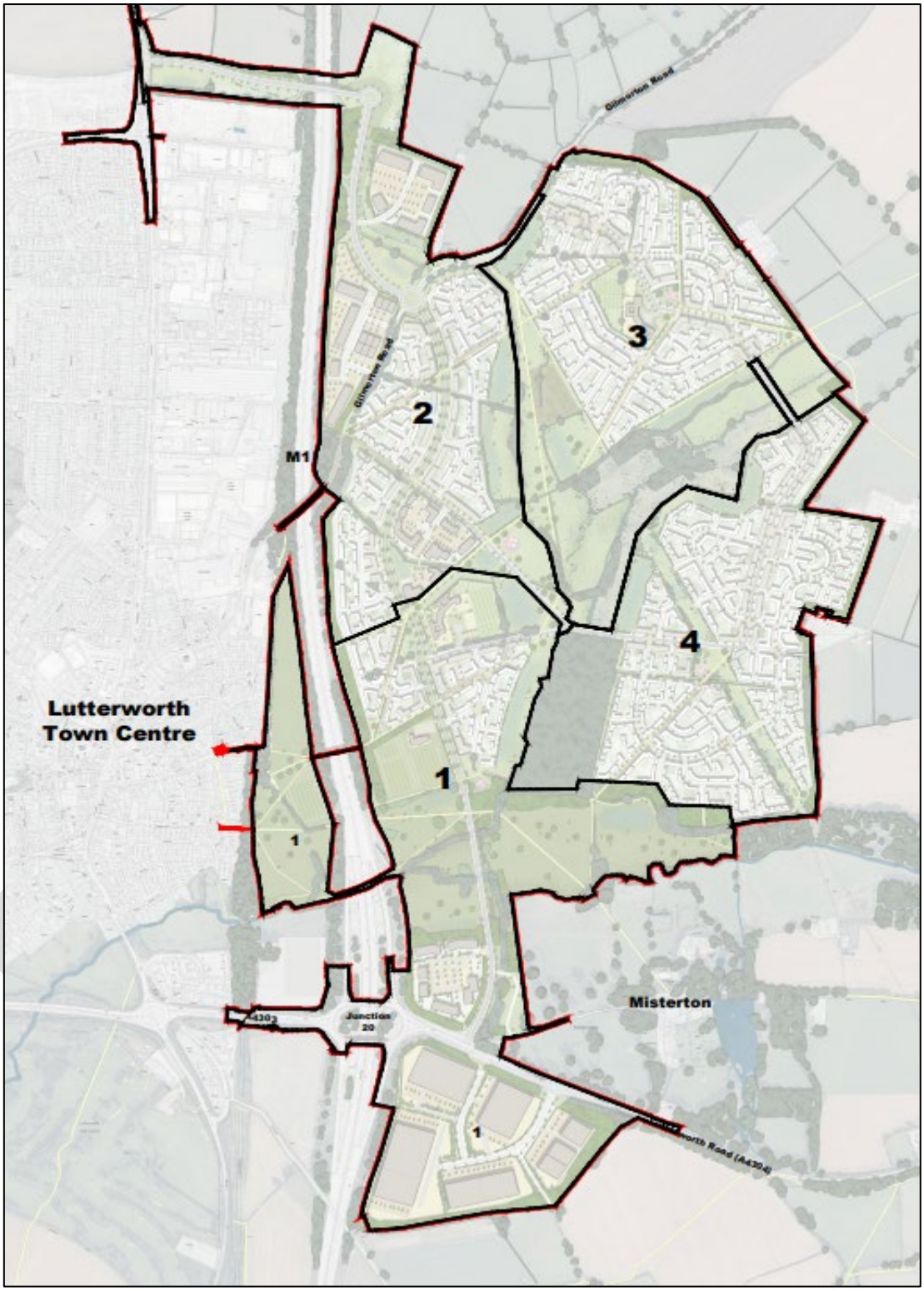
2.10 Broadly, the proposed development will look to deliver:

- Up to 2,750 dwellings towards the housing supply within Harborough District;
- 13ha of B8 employment land (up to 52,000 square metres of gross external floorspace) towards the employment land supply within Harborough District;
- Two primary schools with pre-school provision (4 ha) to serve residents of the proposed development;
- A Community Hub (2.5 ha), including retail and community uses (up to 8,000 square meters of gross external floorspace) to serve residents of the proposed development;
- A Spine Road between the A4304, Gilmorton Road, and the A426, with new access junctions, and improvements to M1 Junction 20 and the A426/Bil Crane Way Junction;
- New, and improved, pedestrian and cycle routes to the existing urban area of Lutterworth;
- Green Infrastructure (c111 ha or 50% of the Site), including the Swift Valley Community Park east and west of the M1, Misterton Marshes SSSI, and greenways.

2.11 Figure 2.3 below sets out the Applicant's proposed phasing plan for the scheme. A more detailed breakdown of the phasing plan and the proposed accommodation within each phase is appended at **Appendix 3.**

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Figure 2.3 – Scheme Phasing Plan



Source: FPCR Environment and Design Ltd, Feb 2019 – Harborough District Council Planning Portal

Table 2.1 – Proposed Development Phases

Phase	Development
1	- Access with A4304 - M1 J20 works - B8 Employment Land - Swift Valley Business Park - Swift valley Community Park - Cemetery - Residential Development (southern portion of Wycliffe Fields) - Primary School
2	- Access with A426 - Bill Crane Works - Road Bridge over M1 - Upgrades to Gilmorton Road - B1 & B2 Employment Land - Ecological Mitigation Areas - Residential Development (Wycliffe Fields) - Community Hub
3	- Residential Development (Gilmorton Fields) - Primary School
4	- Residential Development (upper Thornborough) - Access Connections to Phases 1, 2 & 3

Scheme Mix / Areas

2.12 As part of the Applicant's submitted FVA, the following residential unit numbers and commercial floor areas have been adopted:

Table 2.2 – Adopted Areas

Use	GIA (sq ft)	NIA (sq ft)
Residential	2,538,250	2,538,250
A1-A5, D1 & D2	78,548	78,548
B1 & B2 Employment	232,000	197,200
Swift Valley Business Park	97,000	82,450
Industrial Units 1-8	520,000	520,000

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Table 2.3 – Adopted Residential Unit Numbers (Policy Compliant 40% AH Scenario)

Use	Number
Total Residential	2,750
Private Residential	1,650
Shared Ownership Residential	137
Intermediate Residential	138
Social Rented Residential	825

2.13 For the purpose of our assessment, we have adopted the above areas / unit numbers and assume these to be accurate.

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3 Planning Policy Requirements

3.1 In this section, we set out the policy and guidance relevant to viability.

NPPF (2023)

3.2 Paragraphs 55 – 58 deal with planning conditions and obligations under the revised National Planning Policy Framework. Within this section, we note that there is no longer a 'Paragraph 173' which, under the previous NPPF, referred to providing competitive returns to landowners and developers. The wording within this paragraph was geared towards policies not undermining viability and thus enabling development. Whilst Paragraph 56 of the revised NPPF sets out the conditions on how planning obligations are sought i.e. being 'fair and reasonable', the emphasis is on strengthening planning policy rather than allowing obligations to be negotiated (established further through the PPG, discussed shortly).

3.3 Paragraph 65 of the NPPF requires that, where major development involving the provision of housing is proposed, planning policies and decisions should expect at least 10% of the homes to be available for affordable homeownership.[2] This is unless additional contributions to affordable housing would exceed the level required in the given area, or prejudice the ability to meet affordable housing needs of specific groups.

3.4 It is also stated under paragraph 58 that, where up-to-date policies have set out the contributions expected from development, planning applications that comply with them should be assumed to be viable. It is up to the Applicant to justify the need for a viability assessment at the application stage, further strengthening the weight given to the viability testing at the plan-making stage.

3.5 Furthermore, the weight to be given to a viability assessment is a matter for the decision-maker, having regard to all the circumstances in the case including whether the plan and the viability evidence underpinning it is up to date, and if there have been any changes in site circumstances since the plan was brought into force.

PPG Viability (2019)

3.6 In addition to the revised NPPF, the Ministry of Housing, Communities and Local Government has updated the Planning Practice Guidance (PPG) on viability, setting out key principles for viability in plan making and decision taking.

3.7 National policy is seeking to ensure policy requirements are taken into consideration when land is valued and purchased and this is reiterated on multiple occasions within the revised PPG.

[2] As part of the overall affordable housing contribution from the site.

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3.8 National Policy is aiming to create an environment where viability assessments are only required at the decision-taking stage in particular circumstances. Policy requirements are set at plan level to take into account affordable housing and infrastructure needs, without the need for further viability assessment at the decision-making stage.[3]

3.9 Should a viability assessment be required at the decision-taking stage, then the PPG emphasises that the onus is on the Applicant to demonstrate whether particular circumstances justify the need for a viability assessment at the application stage.[4]

3.10 Where a viability assessment is submitted to accompany a planning application this should be based upon and refer back to the viability assessment that informed the plan, and the Applicant should provide evidence of what has changed since then.[5]

3.11 The weight to be given to a viability assessment is a matter for the decision-maker, having regard to all the circumstances in the case.[6] A decision-maker can also give appropriate weight to emerging policies.[7]

Standard Inputs to Viability

3.12 Paragraph 010 of the PPG describes the principles for carrying out a viability assessment, stating:

> 'viability assessment is a process of assessing whether a site is financially viable, by looking at whether the value generated by a development is more than the cost of developing it.' [8]

3.13 We note the principles of carrying out viability assessments, namely proportionately and transparency, are to:

> 'strike a balance between the aspirations of developers and landowners, in terms of returns against risk, and the aims of the planning system to secure the maximum benefits in the public interest through the granting of planning permission' [9]

3.14 It is not a balance that the landowner's aspirational land value and the developer's profit is protected at the expense of affordable housing.

3.15 Paragraphs 011 and 012 define how the gross development value and costs should be defined for the purposes of viability assessments.

[3] Paragraph: 007 Reference ID: 10-007-20190509, Revision date: 09 05 2019
[4] Paragraph: 007 Reference ID: 10-007-20190509, Revision date: 09 05 2019
[5] Paragraph: 008 Reference ID: 10-008-20190509, Revision date: 09 05 2019
[6] Paragraph: 008 Reference ID: 10-008-20190509, Revision date: 09 05 2019
[7] Paragraph: 007 Reference ID: 10-007-20190509, Revision date: 09 05 2019
[8] Paragraph: 010 Reference ID: 10-010-20180724, Revision date: 24 07 2018
[9] Paragraph: 010 Reference ID: 10-010-20180724, Revision date: 24 07 2018

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Benchmark Land Value

3.16 The PPG defines the benchmark land value (BLV) for any viability assessment as the existing use value (EUV) of the land, plus a premium for the landowner.[10] The BLV should reflect the implications of abnormal costs; site-specific infrastructure costs; and professional site fees.[11]

3.17 In establishing Benchmark Land Values, Paragraph 014 states:

> *'market evidence can also be used as a **cross-check** of benchmark land value but should not be used in place of benchmark land value. There may be a divergence between benchmark land values and market evidence; and plan makers should be aware that this could be due to different assumptions and methodologies used by individual developers, site promoters and landowners.'*
>
> *'this evidence should be based on developments which are **fully compliant with emerging or up to date plan policies**, including affordable housing requirements at the relevant levels set out in the plan. Where this evidence is not available plan makers and applicants should identify and evidence any adjustments to reflect the cost of policy compliance. This is so that historic benchmark land values of non-policy compliant developments are not used to inflate values over time.'*[12]

3.18 Paragraph 014 also reiterates that in no circumstances will the price paid for land be a relevant justification for not according with relevant policies in the plan. Local Authorities can request data on the price paid for land (or price expected to be paid through option or promotion agreements).[13]

3.19 Paragraph 015 defines EUV as follows:

> '[…] the value of the land in its existing use. Existing use value is **not the price paid** and should **disregard hope value**. Existing use values will vary depending on the type of site and development types.*[14]*

3.20 Paragraph 016 defines the premium to the landowner:

> 'The premium (or the 'plus' in EUV+) […] is the amount above existing use value (EUV) that goes to the landowner. The premium should provide a **reasonable incentive** for a land owner to bring forward land for development while allowing a **sufficient contribution to fully comply with policy requirements**.

[10] Paragraph: 013 Reference ID: 10-013-20190509, Revision date: 09 05 2019
[11] Paragraph: 014 Reference ID: 10-014-20190509, Revision date: 09 05 2019
[12] Paragraph: 014 Reference ID: 10-014-20190509, Revision date: 09 05 2019
[13] Paragraph: 014 Reference ID: 10-014-20190509, Revision date: 09 05 2019
[14] Paragraph: 015 Reference ID: 10-015-20190509, Revision date: 09 05 2019

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Developers Return / Profit

3.21 The PPG also defines developer's return / profit for the purposes of viability assessment at the plan-making stage. The key points are:

- The cost of fully complying with policy requirements should be accounted for in the benchmark land value.
- For the purpose of plan making, an assumption of 15 - 20% of gross development value (GDV) may be considered a suitable return to developers.
- Plan makers may choose to apply alternative figures where there is evidence to support this according to the type, scale and risk profile of planned development.
- A lower figure may be more appropriate in consideration of delivery of affordable housing in circumstances where this guarantees an end sale at a known value and reduces risk.
- Alternative figures may also be appropriate for different development types.[15]

3.22 There is no specific profit guidance at the decision-taking stage but we have considered the principles above in our assessment.

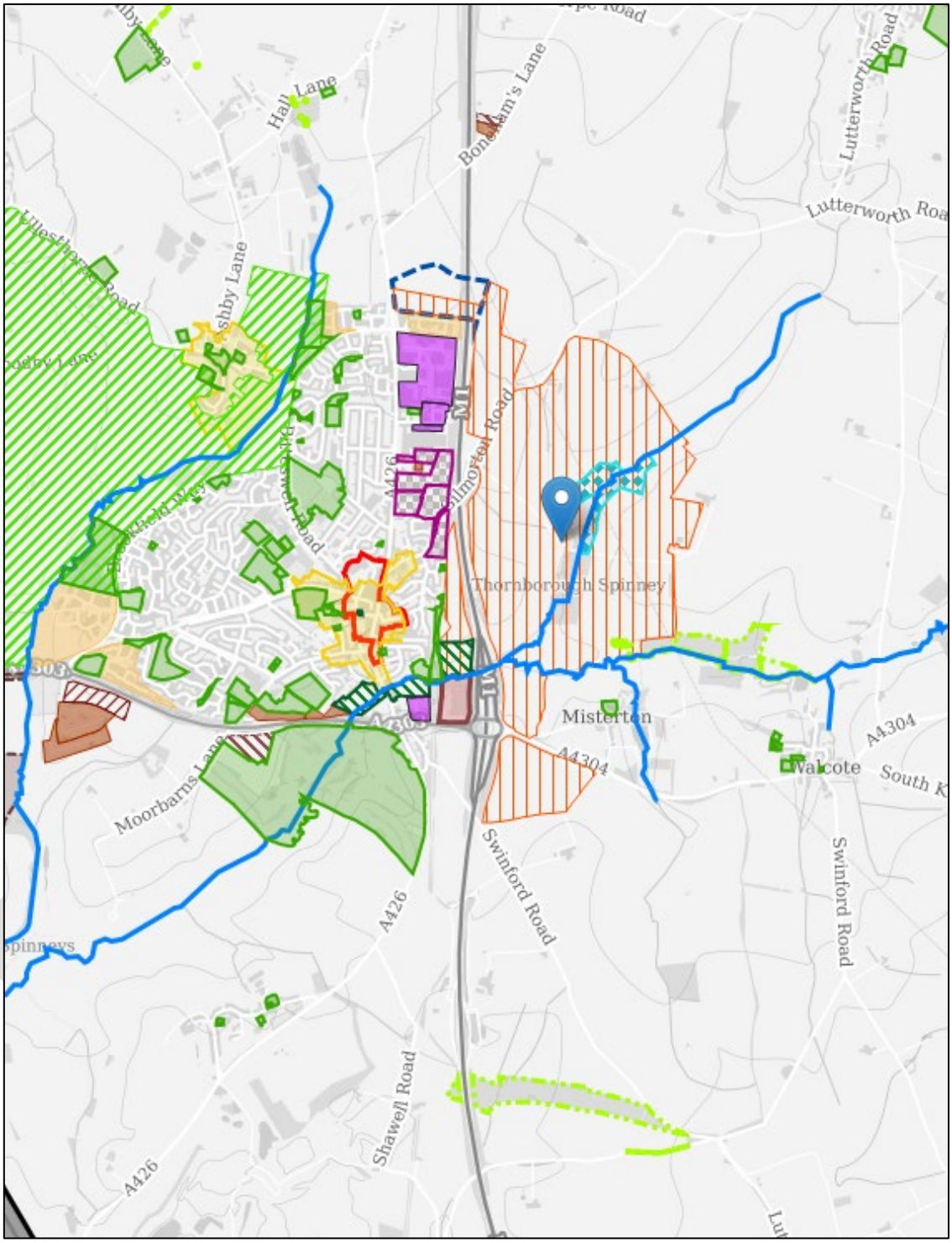
Harborough Local Plan (2011 to 2031)

3.23 The Harborough Local Plan was adopted on 30th April 2019 and sets out the Council's vision, objectives, spatial strategy and planning policies for the entire District area up to 2031. Figure 3.1 shows the location of the Site within the Harborough Planning Policy map (available online).

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[15] Paragraph: 018 Reference ID: 10-018-20190509, Revision date: 09 05 2019

Figure 3.1 – Harbough Local Plan Policies Map



Source: Opus4.co.uk

3.24 The policies map shows that the Site forms the East of Lutterworth Strategic Development Area Policy L1 (shown in red/orange hatched colouring).

3.25 We also reiterate the location of the Site of Special Scientific Interest (SSSI) of Misterton Marshes (depicted by area of light blue shading) within the Site boundary.

Policy H2 – Affordable Housing

3.26 Policy H2 of the adopted Local Plan sets out the Council's policy on the provision of affordable housing within the borough. Figure 3.2 shows the full policy, as published within the Local Plan.

Figure 3.2 – Harborough Local Plan Policy H2

1. 40% affordable housing will be required on housing sites:
   a. of more than 10 dwellings; or
   b. with a combined gross floorspace of more than 1,000 square metres.
2. The tenure split for the affordable housing will be as follows:
   a. about 75% affordable or socially rented; and
   b. about 25% low cost home ownership products; or
   c. a variation on the above mix which is shown to be justified by reference to the latest assessment of affordable housing need.
3. Where on-site provision is demonstrated to be impractical, off-site commuted sums of an equivalent value will be made in lieu of on-site provision.
4. Where small housing developments (of 10 or fewer dwellings or with a combined gross floorspace of 1,000 square metres or less) are proposed within five years of each other on sites that have a spatial relationship (such as a shared access or being located adjacent to each other), or on adjacent sites that are (or have been within the five year period) in the same ownership, affordable housing will be required where a cumulative total of more than 10 dwellings or a combined gross floorspace of more than 1,000 square metres is proposed.
5. Proposals which do not meet the above policy requirements will be acceptable where it is demonstrated to the Council's satisfaction that a different level or mix of affordable housing is required to make the development viable and the approach contributes towards creating mixed and balanced communities.

Source: Harbough Local Plan 2011-2031

3.27 The Applicant's consented outline application proposes to deliver 1,100 units in total as affordable tenure, representing 40% of the whole residential provision. Of these units, 825 will be delivered as Social Rented, 138 will be delivered as Intermediate, and 137 will be delivered as Shared Ownership tenures.

Planning History

3.1 We summarise the relevant planning history for the site in Table 3.1. The site was subject to a larger application in 2018 for a mixed-use development, however the application was not progressed.

Table 3.1 - Planning History

Planning Reference	Description	Decision
18/01157/SCP	Proposed mixed use development including up to 3000 dwellings, employment, schools and services Request for a Scoping Opinion under Regulation 15 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017.	Pending Consideration – June 2018

Source Harborough District Council, 2024.

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4 Residential & Commercial Market Review

4.1 This section reviews the wider housing market as well as the local residential market in Lutterworth and the surrounding areas. We have focussed our search on housing developments of similar unit typologies that are expected to be delivered.

4.2 We have undertaken our own analysis of comparable evidence from completed transactions and supplemented this by reviewing the listing prices for new-build properties currently advertised for sale. We have also undertaken agent consultations to establish a local view of the housing market and the levels of supply and demand in the area. This ensures our value assumptions are informed by recent market activity and are reasonable within the context of the proposed development, site location and general market sentiment.

Wider Economic Outlook

4.3 Inflationary pressures are expected to ease in 2024, driven by further decreases in energy and goods prices, along with softening wage growth and service inflation due to labour market slack. It is expected that inflation will reach the Bank of England's 2% target by early 2025.

4.4 The Bank of England increased its base rate by 500 basis points in the two years from mid-2021. However, since the second half of 2023, UK rates remained unchanged at 5.25%, which is where they currently sit. It is expected that, in the second half of 2024, the Bank will switch its focus to cutting rates to stimulate future growth.

4.5 It is expected that the labour market will continue to weaken in 2024 as unemployment rises further and vacancies fall. Wage growth will continue falling from record levels as real income growth is realised, easing pressure on business' labour costs.

4.6 Although the UK economy avoided recession, 2023 was still a very slow year for growth. In 2024, it is expected that the UK economy will grow modestly and rebound in 2025 as inflation moves towards target, allowing interest rate cuts supporting real income growth.

4.7 That said, there are ongoing risks. Households refinancing at higher mortgage rates will reduce discretionary incomes and, consequently, consumption. Geo-political uncertainties persist such as the ongoing conflict in Ukraine and the unfolding conflict in the Middle-East, both of which could have an impact on energy price volatility.

National Housing Market

4.8 Savills published their UK Housing Market Update in December 2023 which comments on the current state of the residential housing market.

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4.9 Savills' report on the UK Housing Market in December 2023 emphasises stability in house prices, with a 0.2% growth in November, marking the third consecutive month of increases. Despite this positive trend, the national annual fall stands at -2.0%, reflecting continued market fragility.

4.10 The stability in prices is attributed to lower mortgage rates, prompting lenders to compete for business in a market with limited mortgage approvals. This competition has led to increased activity, with pent-up demand from buyers who held back during peak mortgage rates, contributing to modest value growth.

4.11 Savills indicates an improved economic backdrop, including a two-year low in inflation at 4.6%, and growing confidence that the base rate has peaked. However, it is noted that challenges persist, with low activity and short-term price falls are expected. Figure 4.1 shows that, whilst negative growth is expected in 2024, growth is expected to return in 2025 with a predicted 19.6% increase in capital values in the East Midlands region for the 5 years up to 2028.

Figure 4.1 – Savills Housing Market Growth Forecast

MAINSTREAM CAPITAL VALUE FORECAST

	2024	2025	2026	2027	2028	5 years to 2028
UK	-3.0%	3.5%	5.0%	6.5%	5.0%	17.9%
North East	-1.5%	4.5%	5.5%	7.0%	4.5%	21.4%
Wales	-2.0%	4.5%	5.5%	7.0%	5.0%	21.4%
North West	-2.5%	4.5%	5.5%	7.0%	4.5%	20.2%
Scotland	-2.0%	4.0%	5.5%	6.5%	5.0%	20.2%
Yorkshire and The Humber	-2.5%	4.5%	5.5%	7.0%	4.5%	20.2%
West Midlands	-2.0%	4.0%	5.5%	6.5%	5.0%	20.2%
East Midlands	-2.5%	4.0%	5.5%	6.5%	5.0%	19.6%
South West	-3.0%	3.5%	5.0%	6.5%	5.0%	17.9%
South East	-3.5%	3.0%	4.5%	6.5%	5.5%	16.7%
East of England	-3.5%	3.0%	4.5%	6.5%	5.5%	16.7%
London	-4.0%	2.0%	4.0%	6.0%	5.5%	13.9%

Source: Savills Research, 2024

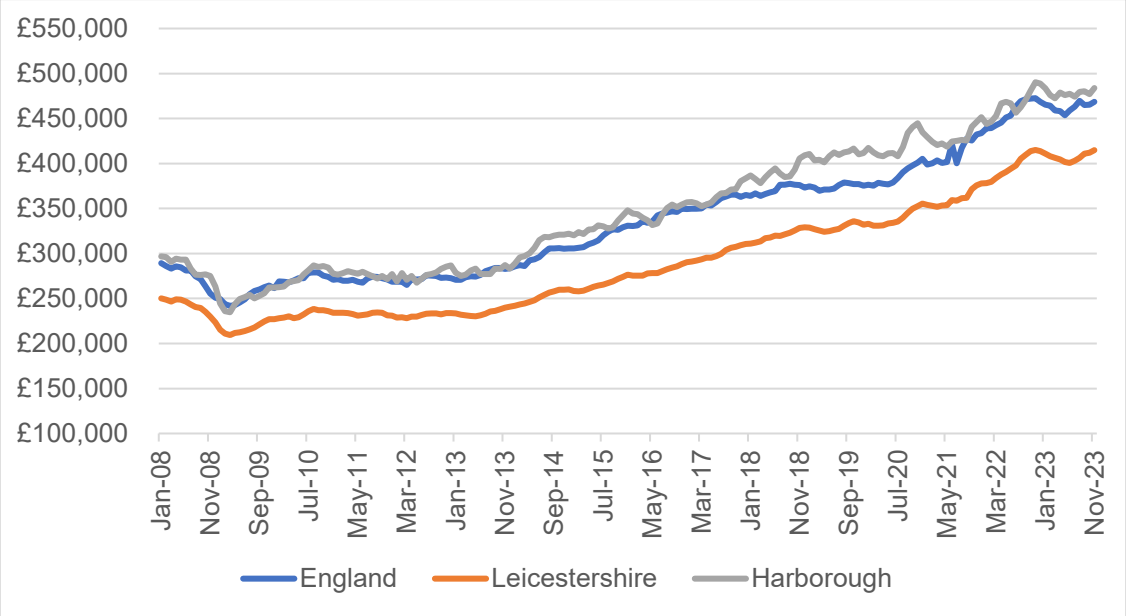
Local Housing Market

4.12 Figure 4.2 shows the average house prices for detached and semi-detached properties within Harborough since January 2008. Since the lowest point in March 2009, Harborough has seen

prices rise by around 123%. Growth in the local market has remained on a consistent upwards trajectory, with prices starting to grow more rapidly from 2018 onwards.

4.13 In recent years, house price growth in Harborough has fluctuated, with 2021 showing an uplift in average property prices across the district. Prices have since eased, however, with a weakening sentiment caused by several successive interest rate rises. As of January 2024, the average house price in Harborough of £475,832 is 3% higher than the national average (£462,719) and 14% higher than the regional average (£413,892).

Figure 4.2 – Land Registry Average Values



Source: Land Registry, 2024

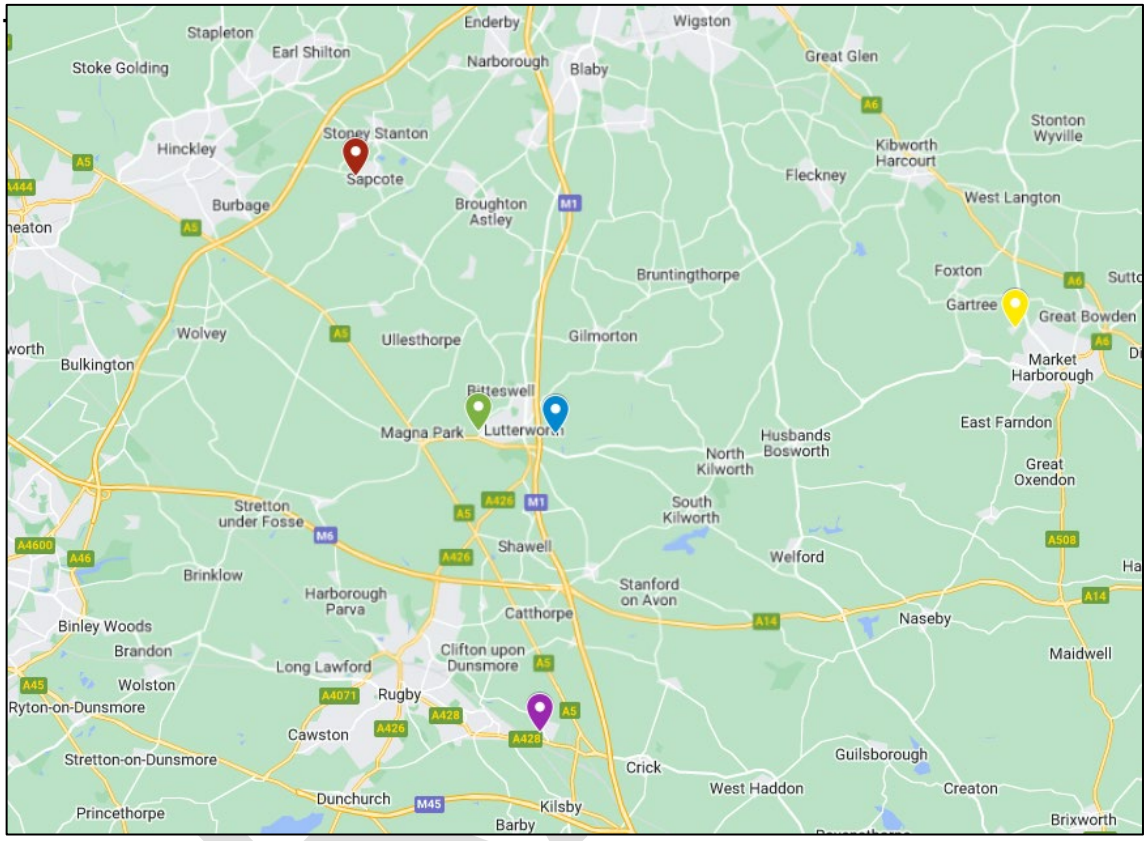
4.14 Rightmove shows properties in Lutterworth had an overall average price of £339,744 over the last year. The majority of sales in Lutterworth were detached properties, selling for an average of £416,090. Semi-detached properties sold for an average of £259,922, with terraced properties achieving £227,045.

New-Build Housing Achieved Values

4.15 In our assessment of new-build housing values, we have focussed our analysis on new-build detached and semi-detached transactions which have completed in the surrounding area since the beginning of 2022. This data has been used in conjunction with current listings for new-build schemes coming forward to ensure the Applicant's stated GDV is reasonable. We note the Applicant has indexed their comparable evidence in-line with the Land Registry House Price Index. We have mirrored this approach and adopted the average indexed £ / sq ft rate which has been downloaded from the online platform Land Insight.

4.16 Our search identified a total of 378 transactions located across 4 new build housing schemes. The locations of these schemes are shown in Figure 4.3 and summarised in Table 4.1 with a full list provided in **Appendix 4.**

Figure 4.3 New-Build Scheme Locations



Source: Google MyMaps, 2024.

Table 4.1 - New-Build Housing Achieved Prices

Scheme	No. Sold	Avg. Sale Price	Avg. Sq Ft	Avg. £ / sq ft	Avg. Indexed £ / sq ft
Kingsbury Park – Lutterworth, LE17	41	£351,602	1,126	£315	£326
RadioStation Rugby - (Houlton), Rugby, CV23	200	£376,487	1,147	£332	£336
Wellington Place - Market Harborough, LE16	105	£430,945	1,357	£317	£330
Heritage Grange – Sapcote, LE9	32	£307,297	1,011	£308	£317

Source: Land Registry, 2024

4.17 We note the following in regards to the scheme identified:

- **Kingsbury Park** by Mulberry Homes comprises a collection of 283no. 2, 3 and 4-bedroom homes, located 1.5-miles south west of the Site. The development has been delivered across three phases. Residents benefit from private parking and a detached garage for 3 and 4-bedroom homes. The development has excellent access to local amenities and open green space.



- The **Radio Station Rugby** development, located c.7-miles from the Site, is a large scale 20-year phased development. The urban extension to Rugby includes 6,200 homes and associated leisure, amenity and commercial facilities with supportive infrastructure similar to the proposed. The development contains a range of 2, 3, 4 and 5-bedroom homes, delivered by 9no. developers. We consider the scheme comparable due to the size and nature of the development and its semi-rural location, with excellent access to open green space.



- **Wellington Place** is located c.11-miles east of the Site in Market Harborough. The development contains 1,358 homes, delivered by 3no. developers including, Taylor Wimpey, Davidson Homes and William Davidson Homes. We consider the development comparable to the proposed due to the scale and nature of the development however we note that Market Harborough is a larger town with a wide range of local amenities and excellent transport facilities including railway links to major cities such as Leicester, London and Nottingham.



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- **Heritage Grange is** a collection of approximately 250 homes, located c.10-miles north west of the Site in Sapcote. The multi-phase development has been delivered by Lindon Homes and Miller Homes, including a range of 2, 3 and 4-bedroom properties. We note that the scheme is located in a smaller village with limited amenities and transport links compared to the proposed site. However, the scheme offers a useful indication of the tone value in surrounding areas.



4.18 The above housing developments offer a useful indication of achieved values for large, multi-phase, strategic development sites similar to the proposed. We consider the RadioStation Rugby and Wellington Place to be most comparable in terms of scale, whilst Kingsbury Park represents the closest comparable scheme in terms of its location. Across these three schemes, there is a range of indexed, estimated market values between £326 and £336 psf.

New-Build Housing Listings

4.19 To supplement the achieved value data, we have reviewed the asking prices for new-build housing units currently listed for sale in the areas surrounding the Site. These listings are largely located within the same developments set out in the previous section, as shown in Figure 4.3.

Table 4.2 - New-Build Housing Listing Prices

Scheme	Unit Type	No. listing	Price Range	Size Range (sq ft)	Avg. £ / sq ft
Kingsbury Park – Mulberry Homes, LE17 4YX	3-Bed	2	£400,000 - £409,950	872 - 883	£462
	4-Bed	6	£450,000 - £529,950	1,012 – 1,152	£430
Coton Park – Persimmon Homes, CV23 0AD	2-Bed	1	£242,000	506	£478
	3-Bed	6	£264,000 - £350,000	657	£448
	4-Bed	1	£375,000	914	£410
Wellington Place – Taylor Wimpey, LE16 7BN	3-Bed	1	£325,000	1,092	£298
	4-Bed	4	£390,000 - £450,000	1,390 – 1,564	£286
	5-Bed	3	£520,000 - £570,000	1,810 – 1,836	£285
Wellington Place – William Davis Homes, LE16 7BY	3-Bed	5	£314,995 - £354,995	818 – 1,001	£366
	4-Bed	3	£410,000 - £420,000	958	£433
	3-Bed	2	£319,995- £389,995	732 - 926	£429

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Wellington Place – Davidson Homes, LE16 7BX	4-Bed	8	£469,995 - £669,995	1291 - 1338	£456
Redrow at Houlton – CV23 1DS	4-Bed	4	£525,000 - £960,000	1,173 – 2,400	£416
	5-Bed	2	£650,000 - £970,000	1,603 – 2,422	£403
William Davis at Houlton – CV23 1DX	3-Bed	2	£369,995 - £383,995	1,001	£377
	4-Bed	3	£429,995 - £675,000	1,001 – 1,894	£371
Mulberry Homes at Houlton – CV23 8YL	3-Bed	4	£329,995 - £439,950	602 - 872	£528
	4-Bed	5	£484,950 - £549,950	990 – 1,044	£505
Eden Park – Bloor Homes, CV21 1NU	2-Bed	1	£245,000	506	£484
	3-Bed	2	£295,000	592	£498
	4-Bed	1	£379,950	710	£535

Source: Rightmove, April 2024.

4.20 The listing prices range from £281 - £556 psf, with an average of £425 psf across the sample. This represents approximately £96 / sq ft above the indexed, achieved data. We would typically expect asking prices to be higher than achieved values.

4.21 We note the following in regards to the schemes not already identified:

- **Coton Park** by Persimmon Homes is a collection of 224no. 2, 3 and 4-bedroom homes delivered across three phases. The development is located 5.6-miles south west of the Site in Rugby. The development comprises a similar semi-urban location to the proposed development. Residents benefit from private parking, excellent access to open green space and are close to Rugby town centre. We consider the scheme a good comparable as a housing development in close proximity to the Site.



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- **Redrow** at Houlton is a collection of 3,4 and 5-bedroom homes, located 8.4-miles south west of the Site. The scheme is part of the Rugby Radio Station development, which is set to deliver 6,200 homes with associated facilities and infrastructure. The development comprises a similar semi-urban location on the outskirts of Rugby. Residents benefit from access to open green space and moderate access to amenities in Rugby town centre. We consider the scheme comparable due to the size and nature of the development and its semi-rural location, with excellent access to open green space.



- **William Davis Homes** at Houlton is a collection of 2, 3, 4 and 5-bedroom homes, located 8.5-miles south west of the Site. The scheme is delivered as part of the Rugby Radio Station development. The scheme offers similar amenities such as access to open green space and amenities within the town centre. We consider the scheme comparable due to the mix, size and nature of the development and its semi-rural location, with excellent access to open green space.



- **Mulberry Homes** at Houlton is a collection of 2, 3, 4 and 5-bedroom homes delivered as part of the Rugby Radio Station Development. The scheme offers similar amenities such as access to open green space and amenities within the town centre. We consider the scheme comparable due to the mix, size and nature of the development and its semi-rural location, with excellent access to open green space.



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- **Eden Park** by Bloor Homes is a collection of 550no. 2, 3, 4 and 5-bedroom homes, located 5.6-miles south west of the Site. The development forms part of a wider strategic site which is set to deliver 1,300 new homes and associated facilities and infrastructure. Residents at the scheme benefit from access to open green space and amenities in Rugby. We consider the scheme comparable due to the mix, size and nature of the development and its semi-rural location, with excellent access to open green space.



Agent Consultation

4.22 We have consulted local agents to supplement the above property data. This helps provide a greater understanding of the local market along with an insight into whether our data is consistent with the local market trends. We summarise the main comments in the following bullet points:

- Activity in the market in Lutterworth is picking up, particularly as the economic outlook becomes more positive with declining interest rates set to continue.
- Asking prices are generally being achieved with average unit times on the market tending to be between 8 - 14 weeks.
- There are a large number of detached units within Lutterworth currently on the market, particularly 4-bed properties, whereas semi-detached units are limited and therefore in high demand and tend to sell very quickly.
- Due to the number of detached units available the quality of the homes has become a key preference for buyers.
- Types of buyers in the area are mixed, however there is a strong presence of first-time buyers and commuters looking to relocate out of London due to its proximity to the M1 and direct railway services to St Pancras and Euston from Rugby. It is estimated that commuters take up 5 – 10% of buyers in the area.
- Other types of buyers tend to move into the area either due to job opportunities, with a high percentage coming from Loughborough and Leicester, or because of the quality of education within Lutterworth and school catchment areas.
- As a result of many commuters living in Lutterworth there is a strong buyer preference to be located close to railway stations or other transport links.

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Residential Conclusion

4.23 We are aware that the Applicant has looked to download sales data from the platform Land Insight and use the indexed, estimated market values. As most of the transactions listed above occurred 1-2 years ago, the house-price indexation is applied to the actual achieved pricing to provide a current-day estimation of market value. We have looked to mirror the Applicant's approach in this regard, and have focussed on the indexed, estimated market values within our data set.

4.24 The most comparable developments of Rugby Radio Station, Wellington Place and Kingsbury Park provide a range of market values between £325 - £335 psf. All of these developments represent large, phased housing sites in close proximity to the Site and we therefore consider them to provide an accurate indication of values within the area.

4.25 The Applicant has adopted a value of £330 psf for their market sale residential element. Based on the above information, we consider this to be a reasonable assumption and have looked to adopt the same within our own appraisals.

Commercial – Industrial

4.26 The first half of 2023 saw a moderate occupier take up in the Midlands industrial and logistics market, however, an active 3rd quarter in 2023 saw a further 3.8 million sq ft of space committed (units over 50,000 sq ft). This has led agents to believe that Midlands market is now finding its new normal with occupier transaction volumes returning to pre-pandemic levels.[16]

4.27 The distribution sector continues to dominate the Midlands occupier market, accounting for 80% of Q3 2023 take up alone and 62% of activity over the 12 months to the end of September 2023.[17]

4.28 Looking ahead to 2024, average rental growth of 2.8% and 3.0% is forecast for the East and West Midlands respectively, with 4.4% forecast for Birmingham.[18]

4.29 Vacancy rates are currently estimated to sit at 4.2% within the Midlands market as of Q3 2023.[19]

4.30 Investment into industrial property in the Midlands totalled £1.4 billion in the year to date 2023. Q3 saw an improvement on Q2 levels with £530 million transacting, 40% higher quarter on quarter.[20]

4.31 Following a softening of prime industrial yields over the past year, prime yields appear to have stabilised somewhat. We have referenced Knight Frank's Prime Yield Guide for January 2024, which states that yields for Prime Distribution / Warehousing (20 years, higher of OMV or indexed-

[16] Q3 2023 Midlands Industrial and Logistics Market Report, Knight Frank
[17] Ibid
[18] Ibid
[19] Ibid
[20] Ibid

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linked) and Prime Distribution / Warehousing (15 years Open Market Rent Reviews) stand at 4.75%-5.00% and 5.25%-5.50%, respectively.[21]

4.32 We have assessed the market to look for comparable evidence of rental and sale transactions. Our results are shown in Tables 4.3 and 4.4 below.

Table 4.3 – Industrial Rental Transactions

Scheme	Size (Sq ft)	Date Let	Rent (£ / sq ft)	Comments
Unit B, Enterprise Park, Magna,	15,069	Q4 2023	£11.95	Brand new industrial unit, 10 year lease, 6 months' rent free
Magna 163, Lutterworth, LE17	163,423	Q3 2023	£8.25	Let to Lloyd Fraser. New build.
DIRFT, Daventry, NN6	627,707	Q3 2023	£9.50	Let to Indetex (Zara). Speculatively built by Prologis and completed in summer 2023
Prologis Park, Coventry, CV6	335,000	Q3 2023	£8.90	Let to IFCO.
Unit 6100, Crosspoints Business Park, Coventry, CV2	48,616	Q3 2023	£8.25	Let to Samaritans Purse on a 10 year lease
Bardon 56, Beveridge Lane, Coalville	56,700	Q3 2023	£8.75	Let to Pal International

Source: Promis / Costar

Table 4.4 – Industrial Sale Transactions

Scheme	Date Sold	Price	Yield	Comments
Leicester Distribution Park, LE3	Q4 2023	£102.5m	5.00%	Built in 2020. 8 unit scheme, fully let, extending to 715,062 sq ft. Purchased by Aviva Pensions.
Moulton Park Industrial Estate, Northampton, NN3	Q3 2023	£12.4m	4.69%	Built in 2000. Purchased by Kennedy Wilson. Unit extends to c102,000 sq ft and is fully let to Great Bear Distribution.
Coventry Logistics Park, CV2	Q3 2023	£88.4m	4.52%	Built in 2022, 485,000 sq ft. Purchased by BTZ Investors. Fully let with WAULT of 11.8 years
CF-180, Siskin Parkway, Coventry, CV3	Q1 2023	£17.5m	5.10%	Built in 1990, 186,500 sq ft. LLH interest sold to St. Modwen.

Source: Promis / Costar

[21] Knight Frank Prime Yield Guide, January 2024

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Industrial Agent Consultation

4.33 We have consulted with the Colliers industrial team based in Birmingham who are active in the Leicester and Lutterworth sub-markets.

4.34 They are of the opinion that prime rents, even for units of less than 100,000 sq ft, are now in in the region of £11 - £12 psf. This is evidenced by the letting of Unit B at Magna in Table 4.3.

4.35 Prime industrial land values are considered to be in the region of £1,400,000 / acre. We understand anecdotally from Colliers that Panattoni Development are looking to purchase a 25 acre industrial site near Junction 3 of the M6 at a value of £1,400,000 / acre.

4.36 Colliers are also of the opinion that the planning restriction at the Lutterworth East site may suppress industrial land values since the unit cap at 100,000 sq ft would mean an inability to build at economies of scale and as such, build costs would likely be higher.

Industrial Conclusion

4.37 The Applicant has adopted a rent of £8.00 psf, a yield of 5.50% and a rent free period of 24 months within their appraisals.

4.38 They state that, due to the Site's planning restriction which caps news industrial units at 100,000 sq ft, the rental value of the units is restricted. We understand that this restriction stems from a local plan policy seeking to protect the development of the nearby Magna Park. Should this restriction be lifted, they are of the opinion that a higher rental value of c£9.50 psf could be achieved as the Site is in a prime logistics location. Similarly, they state that this restriction is suppressing the yield, and if it were to be removed then a keener yield of 5.25% might be achievable.

4.39 Whilst we agree with the Applicant's statement that larger industrial units in excess of 100,000 sq ft tend to attract a rental premium within this sub-market, our collated evidence suggests that the Applicant's adopted value of £8.00 psf is still understated. Perhaps the biggest indication of higher achievable industrial rents is the letting of Unit B at Enterprise Park in October 2023. This newly built unit was let on a 10-year lease at £180,000 per annum, equating to approximately £12 psf. Consideration must be given to the fact that this unit is considerably smaller at 15,000 sq ft, and as such the rental value / sq ft is likely to be inflated. Despite this, this transaction demonstrates that higher rents are clearly achievable for this part of the county which has been termed by the Applicant themselves as the 'Golden Triangle of UK Logistics'. Our views on industrial values have been reinforced through our conversations with the Colliers Birmingham office.

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4.40 In light of our collated evidence, we are of the opinion that a rental value of £11.00 / sq ft is a reasonable assumption to adopt within our appraisals for the proposed industrial units, despite the planning restriction currently in place.

4.41 Contrary to the Applicant's view on prime yields, yields of c5% are clearly achievable for prime industrial accommodation in this sub-market, as demonstrated by the sale of Leicester Distribution Park in Q3 2023 at 5.00%. Similar to the proposed space at the Site, Leicester Distribution Park comprises a newly built, fully-let 8-unit scheme extending to 715,062 sq ft. We understand that this scheme is not incumbered by a planning restriction, and indeed some of the units are well in excess of 100,000 sq ft. We therefore expect the achieved yield to reflect the scheme's enhanced rental potential.

4.42 All things considered, even with the planning restriction we are of the opinion that a yield of 5.25% is a reasonable assumption to make for new build industrial accommodation.

4.43 From speaking with the acting agents at Enterprise Park, we are also aware that agreed rent free periods are currently ranging from 6 months to 12 months. For the purpose of our appraisals, we have assumed a blended rent free and void period of 24 months.

Commercial – Retail

4.44 As the Applicant rightly points out, the rural nature of Lutterworth means that available evidence for A1-A5, D1 and D2 space (now Use Class E) is extremely limited.

4.45 Nevertheless we have assessed the market using Costar to ascertain an understanding of likely, applicable rent and yield values to apply to the scheme.

Table 4.6 – Retail Rental Transactions

Property	Size (Sq ft)	Date Let	Rent (£ / sq ft)	Comments
Frankie & Bennys, Gielgud Way, Coventry, CV2	3,561	Apr 2023	£18.25	Let to Taco Bell on a 10 year term
191-193 Railway Terrace, Rugby, CV21	1,672	Nov 2023	£15.00	3 year lease. Newly refurbished space.
Unit 3-4 Elizabethan House, Lutterworth, LE17	1,541	May 2022	£15.00	Retail unit / display showroom. Let on a 9 year lease.
32 High Street, Kibworth, LE8	818	Oct 2021	£21.40	High street retail unit. 5 year term

Source: Costar, 2024

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Table 4.7 – Retail Sale Transactions

Property	Date Sold	Price	Yield	Comments
8 Regent Place, Rugby, CV21	Sep 2023	£0.35m	6.09%	1,500 sq ft of retail space. Fully let and sold at auction.
Houlton Way, Rugby, CV23	Sep 2023	£17.5m	5.35%	62,500 sq ft located within the Radio Rugby Development. Let to David Lloyd, built in 2023.
Hinkley Road, LE10 0PR	May 2022	£0.5m	6.58%	Retail unit /car wash facility of 2,507 sq ft.
Glen Parva, LE2 9PT	Apr 2022	£4.0m	4.92%	12,000 sq ft retail unit let to Co-Op for 14.7 years without breaks and fixed annual rent increases.

Source: Costar, 2024

Retail Conclusion

4.46 The Applicant has adopted a rent of £19 / sq ft, a yield of 6.00% and a rent free period of 6 months within their appraisals.

4.47 Due to the isolated, rural nature of the Site, good quality available evidence is limited. That said, we are of the opinion that, based on the evidence set out in Table 4.6, £19 / sq ft does not seem unreasonable and we have adopted this within our own appraisals.

4.48 Equally, a yield of 6.00% is a fair assumption to adopt for the Site. We do not necessarily think that the yields of 5.35% and 4.92% at Houlton Way and Glen Parva will be achievable here, since those transactions are reflective of the strong covenant strengths of David Lloyd and Co-Op and the long, unexpired lease term of both transactions. Whilst these yields may be achievable on some of the proposed space if a strong tenant covenant was achieved for a long lease term, in our opinion 6.00% is a more suitable, broad yield to adopt for the space as a whole, noting the likely mix of tenants and covenants that would be achieved at the Site.

4.49 We are also of the opinion that 6 months is a fair assumption to adopt for a rent free period, and have adopted the same within our appraisal.

Commercial – Office

4.50 The Harborough Submarket in Leicester is a small submarket that contains around 1,000,000 sq ft of office space. The vacancy rate has risen significantly over the past 12 months, and at 8.1%, the rate is the highest it's been in over a decade[22].

[22] CoStar, 2024, Harborough Office Submarket.

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4.51 Net absorption showed a decrease of 21,000 sq ft over the past year. Over a longer timeframe, the submarket has been stagnant: Net absorption has posted a negligible average annual change over the past five years. Rents edged up by 0.9% over the past year, which significantly trails the area's average annual growth rate of 2.2% over the past decade[23].

4.52 There is approximately 39,000 sq ft under construction in Harborough, the most space under construction in more than five years. This represents a continuation of new development in the submarket, which had already seen 15,000 sq ft delivered over the past three years[24].

4.53 Only a handful of properties have traded in the Harborough Submarket over the past three years[25].

4.54 We have assessed the market using Costar to ascertain an understanding of likely, applicable rent and yield values to apply to the scheme.

Table 4.8 – Office Rental Transactions

Property	Size (Sq ft)	Date Let	Rent (£ / sq ft)	Comments
Unit 8 – 14 Davy Court, Castle Mound Way, Rugby, CV23	920	Jul 2023	£13.59	6 year lease with rent break and rent review option in the 3rd year.
33 Station Road, Harborough, Lutterworth, LE17	975	May 2022	£13.02	6-year lease. Commercial unit located in Lutterworth town centre.
Unit 8, Eden House, Rugby Road, Lutterworth, LE17	688	Aug 2023	£14.53	Ground floor office unit located in St John's Business Park.
Unit 8 – 11, Eden House, Rugby Road, Lutterworth, LE17	821	Sept 2023	£12.79	Office unit located in St John's Business Park.
The Manse, 28 George Street, Lutterworth, LE17	2,228	Feb 2022	£13.23	3 Storey office building located in the town centre.

Source: Costar, 2024

Table 4.9 – Office Sale Transactions

Property	Date Sold	Price	Yield	Comments
Unit F, Best House, Grange	Aug 2023	£0.25m	7%	1,698 sq ft of office space spread across two storeys. Office fully refurbished.

[23] Ibid.
[24] Ibid.
[25] Ibid.

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Business Park, Whetstone, LE8				
Unit C, Best House, Grange Business Park, Way, LE8	Jun 2023	£0.25m	6.82%	1,701 sq ft of office space sold 100% let.
Unit C, Best House, Grange Business Park, Way, LE8	Jun 2023	£0.25m	7%	1,699 sq ft. of office space sold with freehold interest.
Morgan Sindall House, Corporation Street, Rugby, CV21	Mar 2023	£4.0m	7.2%	32,030 sq ft of office accommodation sold to Morgan Sindall Construction & Infrastructure 100% let. The property was refurbished in 2013.
Cheylesmore House, Quinton Road, Coventry, CV1	Aug 2021	£17.85	5.25%	138,127 sq ft of office accommodation, sold 100% leased to the Department of Education and NHS subsidiary

Source: Costar, 2024

Office Conclusion

4.55 The Applicant has adopted a rent of £17 / sq ft and a yield of 7.5% within their appraisals.

4.56 As previously mentioned, due to the nature of the Site's location, good quality evidence is limited. That said, we are of the opinion that, based on the evidence set out in Table 4.8, £17 / sq ft does not seem unreasonable, albeit towards the upper end of the available evidence and we have adopted this within our own appraisals.

4.57 Equally, we are of the opinion that 7.5% is an appropriate yield to adopt for the Site. We note the evidence shows a range of 5.25 – 7.2%, however we have placed less weighting on the lower yield of 5.25% as the sale transacted in 2021 and therefore may not accurately reflect current office market conditions. Additionally, we do not think a yield of 5.25% would be achievable at the Site due to the transaction reflecting a 100% leased unit and strong covenant strength of the Department of Education and NHS subsidiary. Whilst these yields may be achievable on some of the proposed space if a strong tenant covenant was achieved for a long lease term, in our opinion 7.5% is a more suitable, broad yield to adopt for the space as a whole, noting the likely mix of tenants and covenants that would be achieved at the Site.

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5 Cost & Value Analysis

5.1 This section provides an assessment of the costs and values adopted by the Applicant for the proposed scheme.

5.2 Where our assessment shows there to be differences in opinions, we have provided supporting evidence to justify any revised inputs.

Costs

Construction Costs

5.3 For the residential and commercial build elements of the proposed scheme, the Applicant has relied on BCIS figures as a cost estimate. We have set out the Applicant's adopted costs below.

Table 5.1 - Applicant's Adopted BCIS Costs

Element	BCIS Parameters	BCIS Cost	£ / sq ft
Residential	Estate Housing	BCIS Lower Quartile	£120.22
A1-A5, D1 & D2	*Not Stated*	BCIS Lower Quartile	£94.39
B1 & B2 Employment	*Not Stated*	BCIS Lower Quartile	£154.31
Swift Valley Business Park	*Not Stated*	BCIS Lower Quartile	£154.31
Industrial Units 1-8	*Not Stated*	BCIS Lower Quartile	£61.50

5.4 The Applicant states that these costs have been rebased to Leicestershire as of Q1 2023. For the commercial elements of the scheme, the Applicant has not explained what exact BCIS cost parameters they have applied.

5.5 We have also looked to BCIS in order to cross-check whether the above costs are accurate. Below we have set out the BCIS costs for the relevant elements of the scheme, and have rebased them to Leicestershire as of Q2 2024. We have summarised our adopted costs below, and have attached them in full at **Appendix 5.**

Table 5.2 - AspinallVerdi's BCIS Costs

Element	BCIS Parameters	BCIS Cost	£ / sq ft
Residential	Estate Housing (Generally)	BCIS Lower Quartile	£121.98
A1-A5, D1 & D2	Shops (Generally)	BCIS Lower Quartile	£94.67
B1 & B2 Employment	Offices (Generally)	BCIS Lower Quartile	£165.74
Swift Valley Business Park	Offices (Generally)	BCIS Lower Quartile	£165.74

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Industrial Units 1-8	Purpose Built Warehouses (Generally)	BCIS Lower Quartile	£63.92

5.6 Despite the Applicant not clarifying this within their FVA report, we have assumed that our above adopted BCIS parameters for each element are the same as the Applicant.

5.7 There are marginal differences between the two sets of BCIS costs, principally due to the Applicant's being rebased to Q2 2023 and ours being rebased to Q2 2024. Putting aside the inflation factor, we believe that the BCIS costs adopted by the Applicant are reasonable and accurate in the context of this development.

5.8 Later in this section of the report we comment on the applied spine road and land assembly costs and crucially how there is a significant lack of evidence behind these costs for us to provide an accurate review. For the purpose of our appraisals we have adopted the BCIS build cost figures rebased to Q2 2024.

Externals

5.9 The Applicant has adopted an allowance for external works at 10% of the above base build costs for both the residential and commercial elements of the scheme.

5.10 We consider this to be an appropriate assumption in the context of the proposed development and have looked to adopt the same within our appraisals.

Contingency

5.11 The Applicant has adopted an allowance for contingency at 5% of the above base build costs for both the residential and commercial elements of the scheme.

5.12 We consider this to be an appropriate assumption in the context of the proposed development and have looked to adopt the same within our appraisals.

5.13 The Applicant has also allowed for a 10% contingency on infrastructure costs. The Applicant has not provided any reasoning as to why the infrastructure contingency should be higher than the base build for the residential and commercial elements of the scheme. AspinallVerdi are of the opinion that 5% contingency for infrastructure costs is also appropriate in the context of this development, and have looked to adopt this within our appraisals.

Land Assembly Costs

5.14 The Applicant has adopted the following land assembly costs for the residential and commercial elements of the development.

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Table 5.3 – Applicant's Land Assembly Costs

Cost	April 2023 Cost (Inflated)
J20 Works	£1,651,756
Bus Contribution	£2,595,890
Landscaping	£2,076,712
Electrical (WP Quote)	£19,333,712
Temporary Power Connection	£1,084,244
Foul Water	£4,776,438
Land Preparation (P1, P2 & P3)	£5,344,312
Water	£679,823

Table 5.4 - Applicant's Commercial/Industrial Land Assembly Costs

Cost	April 2023 Cost (Inflated)
Gas	£2,699,726
Archaeology – B8	£830,685
Land Preparation – B8	£1,723,671
Electric – B8	£134,986
Gas – B8	£53,995
Water – B8	£43,611
Foul Estimate – B8	£31,151
Highway – B8	£1,557,534

5.15 We understand that the above costs have been provided to Gerald Eve by the Applicant. The original costs were as of April 2022, and Gerald Eve have subsequently indexed them using the BCIS All-In tender Price Index from Q2 2022 to Q1 2023 (the latest index available at the time of Gerald Eve's report).

5.16 We have spoken with Gerald Eve with regards to these costs and have asked that they provide further information on how they have been calculated and what exactly they are based on. Due to the fact that the work undertaken by the Applicant to arrive at these costs is somewhat historic, coupled with the fact that Gerald Eve were instructed to provide viability advice after this work had been undertaken, Gerald Eve have informed us that they are not able to provide this information.

5.17 These costs are substantial and, due to a lack of supporting evidence, we are unable to review them and provide an objective view of whether they are reasonable and appropriate. For the

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purpose of our appraisals, we have looked to adopt the Applicant's costs as set out above. However, should further information with regard to these costs be provided, we reserve the right to amend our appraisals and conclusions accordingly.

5.18 As set out in our conclusions section, we recommend that multiple review clauses should be included as part of any revised, agreed S106 agreement. This will allow the Council and their advisor to assess the scheme's viability as the development progresses, using evidenced information of actual development costs incurred by the Applicant.

Spine Road Costs

5.19 Gerald Eve have also adopted the below costs for a new spine road which have also been provided to them by the Applicant. We understand that this cost has also been indexed to Q1 2023.

Table 5.5 – Applicant's Applied Spine Road Costs

Cost	April 2023 Cost
Spine Road	£101,722,566

5.20 AspinallVerdi has instructed cost consultants Quantem to provide an independent review of these costs to assess whether they are accurate and reasonable. We attach Quantem's cost review report at **Appendix 6.**

5.21 In summary, the information that has been provided by the Applicant is significantly lacking in crucial detail. As such, Quantem have been unable to provide an accurate review of costs, and recommend that a further review of construction cost is undertaken once further information is provided.

5.22 Since Quantem are unable to provide an accurate review of costs for the spine road element of the scheme, we have adopted the Applicant's costs for the purpose of our appraisals. However, we reiterate our comments on the land assembly costs above, in that we retain the right to review our appraisals and conclusions should further information be provided.

Project & Design Team Fees

5.23 Considering the size and scale of the proposed scheme, the Applicant has looked to adopt an allowance for professional fees that sits at the lower end of the typical market assumption range.

5.24 For the residential element of the scheme, the Applicant has adopted an allowance of 6% which has been applied to the base build cost.

5.25 For the commercial elements, the Applicant has adopted 6% on base build cost for the industrial units and 8% on base build cost for the commercial units. The Applicant has also applied 8% to

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the infrastructure/land assembly costs. We consider this appropriate and have looked to adopt the same.

5.26 We consider the above allowances of 6% for residential and industrial and 8% for commercial to be appropriate and have adopted the same within our appraisals.

Marketing, Letting & Disposal Fees

5.27 The following costs have been adopted by the Applicant for marketing, letting and disposal.

Table 5.6 - Applicant's Adopted Marketing, Letting & Disposal Fees

Disposal Fee	Total Fee
Marketing Fee	£500 / private residential unit
Letting Agent Fee	10.0% of annual rent
Letting Legal Fee	5.0% of annual rent
Purchaser's Costs	6.8% of commercial capital value
Sales Agent Fee	1.0% of GDV
Sales Legal Fee	0.5% of GDV

5.28 We consider the above costs to be appropriate and reasonable for this development, and have adopted the same within our own appraisals.

5.29 We note however that within their appraisals the Applicant has applied sales agent fees to all residential tenures. We have applied this fee to the private units only, since the affordable units will be sold to a registered provider and not via a traditional agent on the open market. Sales legal fees have however been applied to all tenures including affordable.

Finance

5.30 The Applicant has adopted a finance cost of 7.0% for all aspects of the development.

5.31 AspinallVerdi consider this to be an appropriate finance rate to adopt for this development, and have adopted the same within our appraisals.

S106 Costs and CIL

5.32 There are currently no CIL charging district councils in Leicestershire. As such, CIL contributions have not been applied to the scheme.

5.33 The proposed S106 costs are set out in the latest S106 agreement dated 17th May 2022. The Applicant has extracted these costs from the S106 agreement and has indexed them using the BCIS All-In Tender Price Index (TPI) from Q2 2022 to Q1 2023. Two of the S106 costs, the

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Gilmorton Traffic Calming Scheme and the Strategic Highways Contribution have been indexed in line with the BCIS Resource Cost Index of All Construction indices.

5.34 AspinallVerdi have instructed Quantem to review the built assets within the S106 agreement in order to see whether the adopted costs are reasonable. This report is attached at **Appendix 6**. For the clarity, these built costs are as follows:

- Off-site sport and rec pitches
- Off-site sport and rec changing
- On site pavilion/pitches
- Community facility
- Gilmorton Traffic Calming Scheme

5.35 Like the spine road and land assembly costs, some of the information which has been provided to Quantem is lacking in detail which has impacted on their ability to provide an accurate review.

5.36 One particular discrepancy in cost is for the community facility. Quantem state that there is no information on the area or specification of the community facility, and the developer should provide transparency as to what exactly will be provided through the S106.

5.37 Additionally, Quantem state that no rate build-ups have been provided for the Gilmorton Traffic Calming Scheme and it is therefore difficult for them to provide a professional assessment of cost.

5.38 We have provided a full review of the Applicant's adopted S106 costs at **Appendix 7**. We have highlighted which of the costs have been reviewed by Quantem, and set out a brief explanatory comment where there is any disagreement in cost. For those costs not reviewed by Quantem, we have reviewed the S106 document to ensure that all adopted contributions are both accurate and have been calculated correctly. We set out our comments where there is any difference in cost. All costs have been indexed to Q1 2023 in order to compare like for like with the Applicant. Where we are in agreement with the Applicant, the cells have been highlighted green. Conversely, where we are in disagreement, the cells have been highlighted red. Those cells highlighted in yellow show that there has been insufficient information provided to provide an accurate review.

5.39 We note that, whilst we have set out the S106 costs and spine road costs separately, the Applicant has grouped these two costs together. Gerald Eve have stated that they have been informed by the Applicant that the spine road associate costs are a condition of the scheme rather than a S106 contribution.

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Table 5.7 – S106 Cost Summary

Cost	Applicant	AspinallVerdi
S106	£65,355,338	£61,201,665

Land Acquisition

5.40 Since the residual land value in all affordable housing scenarios is negative, the Applicant has not allowed for any land acquisition costs such as Stamp Duty, sales agent and legal fees.

5.41 We have assumed Stamp Duty at the prevailing rate, as well as sales agent and legal fees at 1.0% and 0.5% of residual land value respectively. If however our residual appraisals generate a negative land value as well, then these costs will not be applied.

Phasing & Programme

5.42 Gerald Eve have been provided with a phasing plan and housing trajectory by the Applicant and have had reference to these when determining the programme. The Applicant has therefore assumed a four-phase development with the sale of the commercial / industrial land taking place in Phase 1.

5.43 In terms of construction rates, the Applicant has assumed that for a development of this scale, a rate of 15 units per month is appropriate.

5.44 Private sale units have been assumed to sell at a rate of 9 units per month whereas the affordable units are assumed to be sold off to a Registered Provider in annual payments.

5.45 We note that the Applicant has not assumed for off-plan sales to take place, but rather has adopted a higher monthly sales rate of 9 units per month due to the quantum of development.

5.46 The Applicant's adopted development programme is summarised in the below table:

Table 5.8 – Applicant's Base Appraisal Applied Programme

Period	Duration	Month
Phase 1		
Pre-Construction	18 months	May 23 – Oct 24
Construction	17 months	Nov 23 – Mar 25
Sale	17 months	Nov 24 – Mar 26
Total Phase 1	34 months	Apr 23 – Mar 26
Phase 2		
Pre-Construction	3 months	Apr 26 – June 26

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Construction	42 months	Jul 26 – Dec 29
Sale	42 months	Jul 27 – Dec 30
Total Phase 2	57 months	Apr 26 – Dec 30
Phase 3		
Pre-Construction	3 months	Apr 29 – Jun 29
Construction	54 months	Jul 29 – Dec 33
Sale	54 months	Jul 30 – Dec 34
Total Phase 3	69 months	Apr 29 – Dec 34
Phase 4		
Pre-Construction	3 months	Apr 33 – Jun 33
Construction	70 months	Jul 33 – Apr 39
Sale	70 months	Jul 34 – Apr 40
Total Phase 4	85 months	Apr 33 – Apr 40
SCHEME TOTAL	**205 months**	**Apr 23 – Apr 40**

5.47 AspinallVerdi are of the opinion that a construction rate of 15 units per month is reasonable, as is a private sales rate of 9 units per month. We are also happy to accept that sales for each phase commence 1 year into the construction period – in our experience, this is a typical approach for developers on housing schemes of this scale. We have assumed that affordable housing units however are sold off on a bi-annual basis, as opposed to the Applicant's annual basis, in line with a typical 'Golden Brick' payment structure.

5.48 Appendix 6 of the Applicant's FVA sets out the proposed development phasing plan on which the above timescales have been based. We have summarised the number of units which are assumed to be included in each stage in the table below.

Table 5.9 – Applicant's Development Phasing Plan Summary

Phase	Number of Residential Units
1	253
2	627
3	816
4	1,054

5.49 If we are to assume a construction rate of 15 units per month and a sales rate (for the private units at 60% of the total units in a policy compliant scenario) of 9 units per month, then the Applicant's adopted construction and sales periods are correct.

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5.50 We have assumed that the large pre-construction period in Phase 1 is to allow for the delivery of site infrastructure, namely the new spine road. We consider this, along with the 3 months that have been included for each remaining phase, to be acceptable.

5.51 For the purpose of our appraisals, we have assumed a development start date of May 2024.

5.52 With the above in mind, we have adopted the following development timescales:

Table 5.9 – AspinallVerdi's Base Appraisal Applied Programme

Period	Duration	Month
Phase 1		
Pre-Construction	18 months	May 24 – Oct 25
Construction	17 months	Nov 24 – Mar 26
Sale	17 months	Nov 25 – Mar 27
Total Phase 1	34 months	May 24 – Mar 27
Phase 2		
Pre-Construction	3 months	Apr 27 – Jun 27
Construction	42 months	Jul 27 – Dec 30
Sale	42 months	Jul 28 – Dec 31
Total Phase 2	57 months	Apr 27 – Dec 31
Phase 3		
Pre-Construction	3 months	Apr 30 – Jun 30
Construction	54 months	Jul 30 – Dec 34
Sale	54 months	Jul 31 – Dec 35
Total Phase 3	69 months	Apr 30 – Dec 35
Phase 4		
Pre-Construction	3 months	Apr 34 – Jun 34
Construction	70 months	Jul 34 – Apr 40
Sale	70 months	Jul 35 – Apr 41
Total Phase 4	85 months	Apr 34 – Apr 41
SCHEME TOTAL	**204 months**	**May 24 – Apr 41**

5.53 In terms of development timescales for the commercial element of the scheme, the Applicant has assumed the below:

Table 5.10 – Applicant's Commercial Applied Programme

Period	Duration	Month
Commercial - Other		
Pre-Construction	18 months	May 23 – Oct 24
Construction	12 months	Nov 24 – Oct 25
Sale	7 months	Nov 25 – May 26
Total Commercial - Other	38 months	Apr 23 – May 26
Commercial - Industrial		
Pre-Construction	12 months	May 23 – Apr 24
Construction	12 months	May 24 – Apr 25
Sale	12 months	May 24 – May 25
Total Commercial - Industrial	24 months	May 23 – May 25

5.54 We have been provided with the live Argus developer appraisal for the Industrial element of the scheme. Having reviewed this, we can confirm that the Applicant has adopted a 12 month pre-construction period in which it is assumed that the land assembly costs are incurred. As stated earlier in this section, we have not been provided with sufficient information to substantiate these costs, however, we are of the opinion that 12 months is a reasonable pre-construction period to include.

5.55 In their FVA, Gerald Eve have stated that they have included a construction period of 12 months commencing in May 2024, and a sale period of 13 months commencing in May 2025. This does not seem to be reflected in the Gerald Eve's live Argus appraisal. Instead, the sale period commences at the same time as the construction period and lasts for the same amount of time – 12 months. We have assumed that Gerald Eve are trying to model a pre-let scenario, whereby capital receipts for the properties are realised throughout the construction period for pre-let units which are yet to be built.

5.56 Given the strength of the industrial market in this location, we are of the opinion that this is a reasonable assumption to make, and have looked to adopt a similar approach within our appraisals. However, rather than include capital receipt payments throughout the construction period, we have assumed that the properties are pre-let during the construction period and then sold at the end of the construction period. In our appraisals, the sale revenue is therefore realised in full at the end of the construction period.

5.57 We have not been provided with a live appraisal for the commercial element of the scheme, and are therefore unable to verify whether these timescales are reflected in the Applicant's appraisal cashflow.

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5.58 The Applicant has not provided any explanation within their report as to why an 18 month pre-construction period has been included within the commercial appraisal. Having had sight of the Applicant's PDF appraisal summary, we would note that there are no 'land assembly' costs other than a cost for 'gas' of £2,699,726. Without any reasoning to support this long pre-construction period, we have shortened this to 12 months and consider this to be a more reasonable assumption to make for this element of the development.

5.59 We are of the opinion that the other timescales adopted by the Applicant are reasonable, and have looked to adopt the same within our appraisals.

5.60 With the above in mind, we have therefore adopted the following commercial development timescales.

Table 5.11 – AspinallVerdi's Commercial Applied Programme

Period	Duration	Month
Commercial - Other		
Pre-Construction	12 months	May 24 – May 25
Construction	12 months	May 25 – May 26
Sale	7 months	May 26 – Nov 26
Total Commercial - Other	32 months	May 24 – Nov 26
Commercial - Industrial		
Pre-Construction	12 months	May 24 – Apr 25
Construction	12 months	May 25 – Apr 26
Sale	12 months	May 25 – May 26
Total Commercial - Industrial	24 months	May 24 – May 26

Developers Profit

5.61 The Applicant has adopted the following profit levels for the residential elements of the proposed development:

- 17.5% Profit on Gross Development Value (GDV) for the private sale residential units
- 6.0% Profit on Gross Development Value (GDV) for the affordable housing units

5.62 This equates to a blended profit level of 15.18% across all residential elements in the policy compliant scenario of 40% affordable housing provision.

5.63 The Applicant has also adopted the following profit levels for the commercial elements of the proposed development:

- 15.0% Profit on Cost for the commercial development

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- 10.0% Profit on Cost for the industrial development

5.64 We consider the above profit allowances to be reasonable in the context of this development and have adopted the same within our appraisals.

Revenue

Market Sale Housing

5.65 As concluded in Chapter 4, we are of the opinion that the Applicant's adopted value of £330 psf for the market sale housing is reasonable and we have adopted the same within our appraisals.

Affordable Housing

5.66 From speaking with the Applicant, we understand that Shared Ownership and Intermediate tenures have been calculated at 70% of Open Market Value, whereas Social Rent has been calculated at 44% of Open Market Value.

5.67 In our experience of similar strategic land projects in the region, these values for the affordable housing element seem reasonable. We have therefore adopted the same within our appraisals.

Residential Gross Development Value

5.68 Table 5.12 sets out the total residential gross development value in the policy compliant 40% affordable housing scenario.

Table 5.12 – Residential Gross Development Value (Policy Compliant)

Tenure	Units	£ / sq ft	GDV
Private	1,650	£330	£558,112,500
Shared Ownership	137	£231	£24,368,190
Intermediate	138	£231	£24,546,060
Social Rent	825	£145	£92,111,250
TOTAL	**2,750**		**£699,138,000**

Commercial & Industrial Values

5.69 Table 5.13 below sets out the Applicant's adopted commercial rents, yields and gross revenue.

Table 5.13 – Applicant's Adopted Commercial Values

Use	Value (psf)	Revenue
A1-A5, D1, D2	Rent: £19 psf Yield: 6.00% Rent Free: 6 months	£24,159,311

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B1 & B2 Employment	Rent: £17 psf Yield: 7.50% Rent Free: 12 months	£41,580,155
Swift Valley Business Park	Rent: £17 psf Yield: 7.50% Rent Free: 12 months	£17,384,806
Units 1-8 (Industrial)	Rent: £8 psf Yield: 5.50% Rent Free: 24 months	£67,955,674

5.70 Section 4 of our report has reviewed the above inputs to ensure that they are reasonable and appropriate.

5.71 In summary, we are in agreement with the Applicant's revenue inputs for the A1-A5, D1, D2, B1 & B2 Employment and Swift Valley Business Park space. However, on the basis of our own research as set out in Section 4 of this report, we are of the opinion that the revenue inputs for the industrial space have been understated.

5.72 Our adopted commercial values are therefore set out below.

Table 5.13 – AspinallVerdi's Adopted Commercial Values

Use	Value (psf)	GDV
A1-A5, D1, D2	Rent: £19 psf Yield: 6.00% Rent Free: 6 months	£24,159,311
B1 & B2 Employment	Rent: £17 psf Yield: 7.50% Rent Free: 12 months	£41,580,155
Swift Valley Business Park	Rent: £17 psf Yield: 7.50% Rent Free: 12 months	£17,384,806
Units 1-8 (Industrial)	Rent: £11.00 psf Yield: 5.25% Rent Free: 24 months	£103,517,702

Commercial & Industrial Land Value

5.73 The Applicant has undertaken separate residual appraisals for the commercial and industrial elements respectively. The residual land value of each appraisal has then been included as a land receipt at the start of the wider, masterplan appraisal.

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Table 5.14 – Applicant's Commercial & Industrial Land Values

Use	Residual Land Value
Commercial (A1-A5, D1, D2, B1 & B2, Swift Valley Business Park)	£19
Units 1-8 (Industrial)	£10,444,981

5.74 Since the Applicant's appraisal for the commercial element produces a negative residual land value, a notional land value of £1 / acre has been included.

5.75 The Applicant's industrial appraisal generates a residual land value of £10,444,981. Gerald Eve acknowledge that, following conversations with their in-house industrial team, the land disposal could potentially exceed this value should the planning constraints be lifted. They state that they have set out two additional appraisal scenarios which demonstrate that a value of c£24,000,000 could be achievable, however, we note that these appraisals have not been appended to the Applicant's FVA report or shared with us.

Table 5.15 – AspinallVerdi's Commercial & Industrial Land Values

Use	Residual Land Value
Commercial (A1-A5, D1, D2, B1 & B2, Swift Valley Business Park)	£19
Units 1-8 (Industrial)	£30,805,577

5.76 Our appraisals for the commercial scheme also generate a sizeable negative residual land value of -£16,336,928. As such, we have adopted the same approach as the Applicant and adopted a notional value of £1 / acre within our wider masterplan appraisal.

5.77 By adopting our industrial revenue inputs, our appraisals produce a residual land value of £30,805,577 for the industrial element of the development. This figure breaks back to c. £0.96m /acre.

5.78 We have included both of these land receipts as a revenue stream at the commencement of our wider masterplan appraisal.

5.79 Considering that the industrial scheme generates such a substantial residual land value, we consider it necessary to cross-check our values with evidence of industrial land values in the area.

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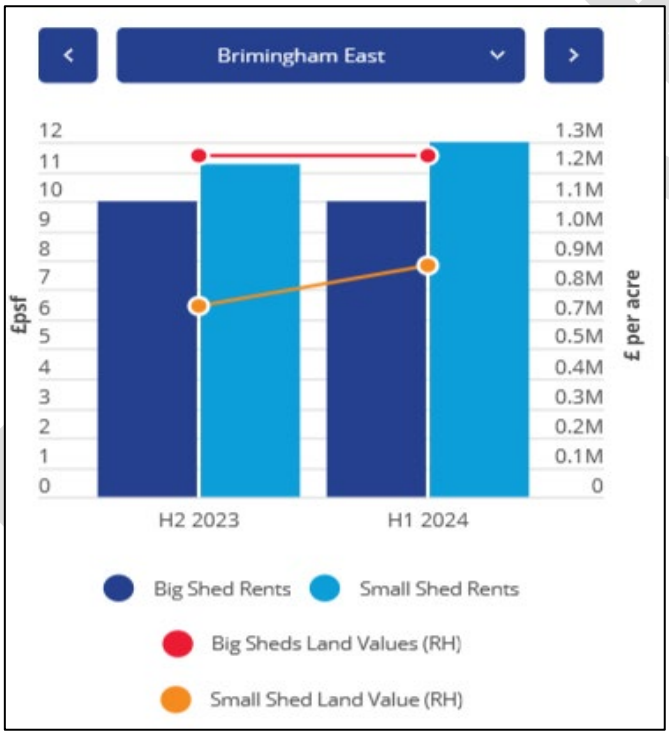
Industrial Land Values

5.80 Research undertaken by Colliers suggests that prime UK industrial land values have risen to an average of £1.8m / acre, up from £1.5m / acre at the beginning of Q1 2023, highlighting the start of a possible recovery.[26]

5.81 As previously discussed in Section 4, our conversations with the Colliers Birmingham office have led us to believe that prime industrial land values in the Leicester and Lutterworth area are in the region of £1.4m / acre.

5.82 Colliers research shows that industrial land values in the 'Birmingham East' submarket as of H1 2024 sit at £800,000 - £900,000 / acre for small sheds, and approximately £1,200,000 / acre for large sheds. The Birmingham East submarket is the closest sub-market to the Site that we are able to derive this information from, however, given the proximity we would expect values to be similar. This information is displayed in Figure 4.4 below.

Figure 4.8 – Industrial Rents / Land Values for Birmingham East



Source: Colliers, 2024

5.83 We have also had sight of the following industrial land transactions which we set out in Table 5.16 below.

[26] Colliers | Colliers' analysis of its H2 2023 Industrial Rents Map, Colliers, 2023

Table 5.16 – Industrial Land Transactions

Property	Price	Sale Date	Acres	£ / acre	Comments
Daventry South East, Gateway	£30.0m	Under Offer	25	£1.20m	Allocated for B1, B2 or B8 uses. Site comprises a major portion of the EC9 allocation known as the Daventry South East Gateway.
2 Central Park Drive, Rugby, CV23 0WE	£5.00m	Dec-23	4.66	£1.07m	Site purchased for its industrial redevelopment potential, subject to planning, to provide up to 100,000 sq ft of high quality, industrial space. Purchased without planning consent.
Kingsbury Road Distribution Depot, Sutton Coldfield, B76 9DD	£1.75m	Jul-23	1.50	£1.17m	Prime industrial open storage land. Purchased by Peloton Real Estate in a JV with Moorfield Group

5.84 Given the planning restriction at the Site, we would not expect the industrial land to achieve prime values of £1.4m / acre. However, all things considered, we would expect industrial land values in Lutterworth to be in the region of approximately £1.0m / acre.

5.85 At **Appendix 8** we have attached the development parameter plan for the Lutterworth East site. This shows the B8 industrial element to extend to approximately 13 ha (32 acres). With this in mind, we would expect a land value of £32,000,000 to be achievable, which corresponds with our appraised residual land value of c.£31m

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6 Benchmark Land Value

6.1 We set out below our comments in respect of land value.

6.2 Paragraph 57 of the NPPF states that 'all viability assessments, including any undertaken at the plan-making stage, should reflect the recommended approach in national planning guidance.'[27]

6.3 The Benchmark Land Value (BLV, also referred to as the threshold land value) is promoted in the Planning Practice Guidance as the preferred method of defining land value. The PPG does not provide an explicit definition of land value but states in Paragraph 013, Reference ID: 10-013-20190509 that:

> *'To define land value for any viability assessment, a benchmark land value should be established on the basis of the existing use value (EUV) of the land, plus a premium for the landowner. The premium for the landowner should reflect the minimum return at which it is considered a reasonable landowner would be willing to sell their land. The premium should provide a reasonable incentive, in comparison with other options available, for the landowner to sell land for development while allowing a sufficient contribution to fully comply with policy requirements. Landowners and site purchasers should consider policy requirements when agreeing land transactions. This approach is often called 'existing use value plus' (EUV+).'*

6.4 In regards to the factors which should be considered in establishing a BLV, Paragraph 014, Reference ID: 10-014-20190509 states:

> *'Benchmark land value should:*
>
> - *'be based upon **existing use value**.'*
> - *'allow for a **premium to landowners** (including equity resulting from those building their own homes).'*
> - *'reflect the **implications of abnormal costs**; site-specific infrastructure costs; and professional site fees.' (our emphasis).'*

[27] MHCLG, 2019. *National Planning Policy Framework*. (p. 16)

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Applicant's Assessment of BLV

6.5 The Applicant has calculated their BLV by adopting the Existing Use Value plus Premium (EUV+) approach.

6.6 The EUV has been based on the Site's value as agricultural land. The Site, as we know, is comprised of agricultural land with fields bounded by hedges and trees. The River Swift and its tributaries cross the Site in several directions, whilst Misterton Marshes Site of Special Scientific Interest (SSSI) and Thornborough Spinney lie within the centre of the Site.

6.7 The Applicant states that:

> *"Our assessment of EUV has had regard to Government Guidance. According to the Ministry of Housing, Communities and Local Government, Land Value Estimates for Policy Appraisal (2019), a value of £22,000 per hectare has been assessed as reasonable for agricultural land in Leicester and Leicestershire. Overall, this would result in an EUV based on agricultural land of c£5m."*

6.8 We note that the Applicant has not provided any comparable evidence as such to support £22,000 per hectare (£8,907 per acre).

6.9 The Applicant then references the historic but relevant guidance included in the HCA document "Transparent Assumptions: Guidance for the Area Wide Viability Model" which states that for greenfield land, benchmarks tend to be in a range of 10 to 20 times agricultural land value. Applying this would therefore give a range of £90,000 to £178,000 per acre based on their assessment.

6.10 Choosing which premium to adopt requires taking into consideration specific site abnormal costs and characteristics. The Applicant rightly points out that, considering the wider masterplan, there are significant and extensive infrastructure costs that are required in order to unlock the Site for development.

6.11 The Applicant also makes reference to National Planning Guidance which states that the adopted BLV should reflect a reasonable incentive to the landowner, and therefore the nature of the landowner must be considered when assessing the appropriate premium. Since, in this instance, the landowner is a public body, the landowner "…will have regard to their wider public objectives". The Applicant goes on the state that in the case of a public body, the acceptable minimum land value will be influenced by the incentive to deliver development over return to the landowner.

6.12 Market evidence of other Areawide viability studies is referenced which suggests that it is generally accepted that BLVs usually range between £60,000 and £150,000 per cross acre, depending on the nature of the scheme and incentive/objectives of the landowner.

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6.13 The lower end of this range (£60,000 per gross acre) has therefore been applied to the assumed acreage of c558 acres, which results in a BLV of £33.5m.

6.14 The Applicant's adopted BLV therefore represents a multiplier of 6.73 on the assumed EUV.

6.15 The Applicant's full calculation of BLV is set out below.

Table 6.1 – Applicant's BLV Analysis

Component	Value
EUV	£5m (£8,907 per acre)
Premium	£28.5m
BLV (EUV + Premium)	£33.5m (£60k per acre)
Comparable Evidence	£60 - £150k per acre

Source: Gerald Eve

AVL Assessment of BLV

EUV

6.16 In order to cross-check the Applicant's assumptions, we have first looked to assess the EUV of the Site. We are in agreement that this should be based on the Site's existing value as agricultural land.

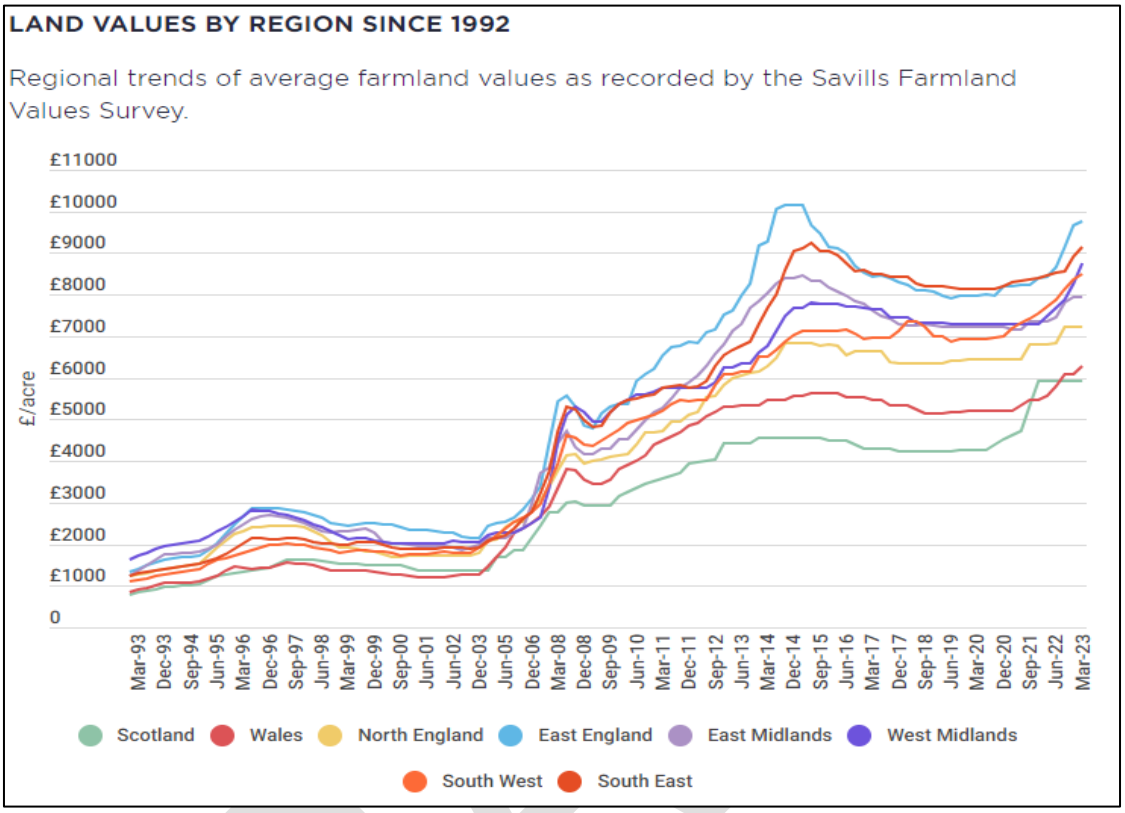
6.17 Research by Knight Frank suggests that on average, an acre of farmland at the end of 2023 was worth £8,950. It is expected that the farmland market however is at, or very close, to its near-term peak with 2024 looking set to be a period of consolidation as supply and demand become more balanced.[28]

6.18 We have also had sight of market research undertaken by Savills, which we set out in Figure 6.1 below.

[28] Knight Frank, The Intelligence Lab, "UK farmland values hit record high", October 2023

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Figure 6.1 – Rural Land Values by Region



Source: Savills Research, 2023

6.19 The above research undertaken by Savills shows that average farmland values in the East Midlands region of England were estimated to be c£8,000 per acre as of March 2023. Based on Knight Frank's research, we believe that values will have increased since.

6.20 With the above in mind we are therefore of the opinion that an adopted EUV of £8,907 per acre is a reasonable assumption to make and have adopted the same within our BLV calculations.

Premium

6.21 Whilst dated, we are also of the opinion that it is important to reference the HCA Area Wide Viability Model which states that for greenfield land, benchmarks tend to be in a range of 10 to 20 times agricultural land value. This is again referenced in the Harborough Local Plan Land Market Assessment updated document July 2017, undertaken by AspinallVerdi.

6.22 We are also in agreement with the Applicant that Paragraph 014 of the PPG should be referenced, Reference ID: 10-014-20190509, which states:

'Benchmark land value should:

- *'be based upon **existing use value**.'*

- *'allow for a **premium to landowners** (including equity resulting from those building their own homes).'*
- *'reflect the **implications of abnormal costs**; site-specific infrastructure costs; and professional site fees.' (our emphasis).'*

6.23 The final point is important to consider due to the significant site-specific infrastructure costs that are required in order to facilitate development at the Site. We have been unable to verify the land assembly costs; if any of these costs are considered abnormals then they will need to be deducted from the land value, we have tried to factor in some of this risk.

6.24 With this in mind, we are of the opinion that any adopted BLV for the Site should reflect a premium that is less than the typical 10 to 20 times multiplier of EUV.

6.25 As we have stated earlier, the Applicant's adopted BLV of £60,000 per gross acre represents a multiplier of 6.73 on the assumed EUV. However, we have also considered the net developable area of the site to help inform the proposed multiplier. Based on the Design Access Statement we understand the proposed development area (not including any infrastructure) equates to c.100 hectares or 44% of the total site. If this net developable area is used as the basis of the land value, then the Applicant's BLV of £33.5m, equates to £136,035 per acre, over double the land value of £60,000 per acre adopted by the Applicant. This represents a multiplier of around 15 times the EUV.

6.26 In the recent local plan examination in respect of the Local Plans for North Essex Authorities' (NEAs), the Inspector concluded that a range of £50,000-£100,000 would in his opinion be necessary to meet the 'competitive return' test. This suggest that a figure of £50,000 per acre could be considered an acceptable return for a landowner. Given the lack of evidence to support the land assembly and infrastructure costs, some of this risk should be reflected in the return to the landowner.

AVL Final Benchmark Land Value.

6.27 On the basis that the Applicant has not been able to provide evidence to support their land assembly costs and to reflect the fact that a significant premium is being achieved on the net developable area of the site, as well as the recent NEAs examination decision, AspinallVerdi have arrived at slightly lower BLV for the Site than the Applicant. On the basis of a BLV of £50,000 per acre, the Applicant achieves a multiplier around 5 based on the total site area and c.£113,000 per acre, which equates to a multiplier of 13 when the net developable area is taken into consideration.

6.28 Our calculations are set out below:

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Table 6.2 – AVL BLV Analysis

Component	Value
EUV	£5m (£8,907 per acre)
Premium	£22.9m
BLV (EUV + Premium)	£27.9m (£50k per acre)

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7 Conclusions

7.1 This chapter sets out the results of both the Applicant's and AspinallVerdi's viability assessments. We have used the Applicant's assumptions where we agree and substituted these with our own assumptions where we disagree. We conclude by setting out our recommendations.

Applicant's Results

7.2 The Applicant has established that the current proposals to deliver a policy compliant scheme are unviable, generating a negative residual land value of £61.0m against a BLV of £33.5m. Overall this generates a deficit of -£94.5m.

7.3 The Applicant has run several sensitivity testing scenarios whereby the level of affordable housing is reduced. The Applicant's viability results are displayed below.

Table 7.1 – Applicant's Viability Results

	Affordable Housing Level				
	40%	30%	20%	10%	0%
Residual Land Value	-£61.0m	-£39.5m	-£18.1m	£3.2m	£23.7m
Benchmark Land Value	£33.5m	£33.5m	£33.5m	£33.5m	£33.5m
Surplus / Deficit	-£94.5m	-£73.0m	-£51.6m	-£30.2m	-£9.8m

7.4 The Applicant's appraisals shows that even when 0% affordable housing is assumed, the scheme can be considered to be unviable.

7.5 A further scenario has been assumed whereby 0% affordable housing is delivered and 0.5% growth/inflation is modelled over the period of the development. This scenario results in a residual land value of £37,600,000 which generates a surplus of £4,100,000 against the BLV.

AspinallVerdi's Assessment

7.6 We have tested the scheme's viability using ARGUS Developer software. Please refer to **Appendix 9** for a copy of our development appraisals. We have first tested the proposed policy compliant scheme to determine whether the scheme could viably support 40% affordable housing. We have then also looked to mirror the Applicant in their approach by modelling scenarios at 30%, 20%, 10% and 0% affordable housing provision. The output of our appraisals are shown in Table 7.2 below.

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Table 7.2 – AspinallVerdi's Viability Results

	Affordable Housing Level				
	40%	30%	20%	10%	0%
Residual Land Value	-£27.3m	-£0.6m	£12.5m	£29.3m	£43.3m
Benchmark Land Value	£27.9m	£27.9m	£27.9m	£27.9m	£27.9m
Surplus / Deficit	-£55.2m	-£25.58m	-£15.4m	£1.4m	£15.4m

7.7 Our appraisals demonstrate that a policy compliant scheme generates a residual land value of -£27.3m against our adopted BLV of £27.9m. This means that the scheme cannot support a policy compliant level of affordable housing of 40%, generating an overall deficit of £55.2m.

7.8 Our appraisals do show however that the scheme becomes viable with an affordable housing provision of 10%, generating a surplus of £1.4m against our BLV.

Sensitivity Analysis

7.9 The RICS Practice Statement requires that all FVAs and subsequent reviews must provide a sensitivity analysis of the results and an accompanying explanation and interpretation in respective calculations on viability, having regard to risks and an appropriate return(s). This is to:

- *allow both the Applicant and decision-maker to consider how changes in inputs to a financial appraisal affect viability, and*
- *understand the extent of these results, to arrive at an appropriate conclusion on the viability of the application scheme.*

7.10 This also forms part of an exercise to 'stand back' and apply a viability judgment to the outcome of a report.

7.11 We have undertaken a number of sensitivity analyses in order to demonstrate the impact of various factors on viability. These scenarios are addressed in turn below.

Growth Model

7.12 Considering the scale of the development and the length of time in which it will be delivered in full, we have modelled a scenario in which both growth and inflation is assumed across the lifespan of the development.

7.13 We have assumed a growth and inflation rate of 0.5% per annum, and have applied this to the 40%, 20% and 0% affordable housing scenarios.

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Table 7.3 – AspinallVerdi's Viability Results – 0.5% Growth and Inflation per annum

	Affordable Housing Level		
	40%	20%	0%
Residual Land Value	-£17.3m	£26.4m	£61.0m
Benchmark Land Value	£27.9m	£27.9m	£27.9m
Surplus / Deficit	-£45.2m	-£1.5m	£33.1m

7.14 The above appraisals demonstrate that both the policy compliant 40% and 20% affordable housing scenarios remain unviable even when growth/inflation is factored in. At 0% affordable housing, the scheme generates a sizeable surplus of £33.1m against the BLV.

Affordable Housing Phasing

7.15 Both Gerald Eve and AspinallVerdi have modelled the appraisals so that the assumed overall level of affordable housing across the development is being delivered proportionately in each phase – i.e. 40% affordable housing in each of Phase 1, 2, 3 and 4.

7.16 In reality, for a strategic site such as this a developer may look to 'back-end' the affordable housing to the later phases of the development in order to improve their cashflow. If a greater amount of private sales revenue is realised in the early stages of development, a developer would have greater access to cash in order to curb expenses and manage debts which in turn would have a positive impact on overall viability.

7.17 We have therefore modelled a scenario whereby all of the affordable housing is delivered in the latter stages of development for both the 40% and 20% affordable housing scenarios. The impact on overall viability is demonstrated in the below table.

7.18 For both of these scenarios, 0.5% inflation and growth has also been factored in as per the above sensitivity appraisals.

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Table 7.4 – AspinallVerdi's Viability Results – 0.5% Growth and Inflation per annum / AH Delivered in Later Phases

	Affordable Housing Level	
	40%	20%
Residual Land Value	-£11.6m	£29.6m
Benchmark Land Value	£27.9m	£27.9m
Surplus / Deficit	-£39.5m	£1.7m

7.19 The above appraisals demonstrate that a 40% policy compliant scenario still remains unviable, generating a deficit of £39.5m against the BLV. However, a 20% affordable housing scenario does become viable in this scenario, generating a surplus of £1.7m against the BLV.

Cost & Value Increase / Decrease

7.20 We have also carried out a sensitivity analysis to demonstrate the impact of variable build costs and private sales values on the viability of the scheme in respect of the policy compliant scheme i.e. with 40% affordable housing. This is shown in Table 7.5 below.

Table 7.5 –Sensitivity Analysis (Policy Compliant)

		Gross Construction Costs				
		-10.00%	-5.00%	0.00%	5.00%	10.00%
Private Sales Values	-10.00%	£35,394,586	£53,183,610	£70,973,140	£88,767,302	£106,568,301
	-5.00%	£13,534,368	£31,322,353	£49,110,645	£66,898,727	£84,688,502
	0.00%	-£8,201,576	£9,463,548	£27,251,692	£45,039,840	£62,827,958
	5.00%	-£29,737,318	-£12,212,241	£5,392,727	£23,180,874	£40,968,991
	10.00%	-£51,252,775	-£33,734,841	-£16,215,017	£1,326,282	£19,113,872

Source: AVL, 2024

7.21 Our analysis shows that if construction costs are reduced by 5% and private sales values increase by 5% then the scheme is considered to be viable and can support 40% affordable housing generating a residual land value of c.£34m which is above the BLV of £27.9m. Conversely, if the costs increase by 5% and sales values fall by 5% then the scheme generates a negative residual if c.£67m. The sensitivity analysis demonstrated how the viability of the scheme is susceptible to small changes and hence the need to have evidence that helps help justify the significant infrastructure and land assembly costs that have been included within the appraisals.

Further Comments & Conclusions

7.22 Our appraisals and sensitivity analysis demonstrate that the scheme is not able to support a policy-compliant 40% affordable housing provision, even in a more optimistic scenario whereby inflation/growth has been factored in and affordable housing provision is provided in the latter phases of development.

7.23 That said, contrary to the Applicant's conclusions, we are of the opinion that there are scenarios in which a level of affordable housing can be supported across the Site. Assuming no growth or inflation, our appraisals show that 10% affordable housing can be viably supported. Additionally, assuming 0.5% per annum growth and inflation on base build cost, as well as assuming that affordable housing is delivered in the latter phases of development, our appraisals demonstrate that 20% affordable housing could be viably supported.

7.24 In general, AspinallVerdi are in agreement with the majority of the Applicant's appraisal inputs, save for infrastructure and land assembly costs which Quantem (our cost consultants) have been unable to review due to a lack of supporting evidence. The key difference in inputs between the two parties is the industrial land value, whereby we have estimated an industrial land value that is c£20.0m in excess of the Applicant's and the BLV which is c.£5.6m lower than that adopted by the Applicant.

7.25 Crucially, it is important to note that the information that has been provided by the Applicant to Quantem has been significantly lacking in information. As such, we have been unable to robustly scrutinise the significant infrastructure and land assembly costs associated with the Site.

7.26 In the absence of this information, we have had to adopt the Applicant's stated costs, however, we reserve the right to amend our appraisals and conclusions accordingly should we be provided with more information. It is quite plausible that significant cost reductions could be achieved across the Site, which would improve viability further. For example, a 10% reduction in these costs could result in a saving of c.£15m, therefore potentially resulting in a greater number of affordable units being delivered.

7.27 In respect of the infrastructure costs, the differences between the parties are not required to be agreed upon at this stage provided that the Council mandates further viability reviews of the scheme as it is worked up in more detail. This will allow further information on the costs to be submitted once key details become known (e.g. spine road and land assembly costs) and a more accurate assessment of the scheme to be made.

7.28 Given the lack of evidence to support the infrastructure and land assembly costs, we are unable to confirm whether the scheme can actually afford policy level of affordable housing. Based on the limited information available, our analysis suggests that at least 10% to 20% affordable housing could be achievable; however the figure could potential be higher. We therefore

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recommend that the Council seek to agree viability review mechanisms with the Applicant to ensure any improvements to viability can be captured at a later date once more detailed information is known / available.

7.29 This approach of reassessing viability at key project milestones has been adopted by other LPAs for strategic sites of similar scale. One such example is for viability to be reassessed at the point that each Reserved Matters application for each phase of development is received and further scheme details are available to incorporate within the viability assessment. It may also be necessary to have a further review at the end of each phase. This approach can also allow for confirmed costs and values to be used in place of estimates in the later phases of development. Hence, it is imperative that the Council keep the conclusions of this report under regular review to ensure it is providing the maximum public benefit.

Authorisation

7.30 Should you have any questions or queries in respect of any aspect of this report, please do not hesitate to contact AspinallVerdi.

7.31 For and on behalf of Aspinall Verdi Ltd:

Yours faithfully,

[redacted]

Parminder Dosanjh MRICS MRTPI
Executive Director

0207 183 7580
[redacted]

Max King, MRICS
Principal Consultant

0207 183 7580
[redacted]

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Appendix 1 – Terms of Business

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AspinallVerdi – Property Regeneration Consultants

Standard Terms of Appointment

Definitions

"AspinallVerdi" refers to Aspinall Verdi Limited trading as AspinallVerdi – Property Regeneration Consultants providing professional planning and surveying services for property development and regeneration.

"Client" refers to the client named in the Fee Proposal provided with these terms. In the case of sub-contract commissions, the Client is the lead contractor for these purposes.

"Fee Proposal" refers to any letter, email, proposal document, tender, Invitation To Negotiate, Invitation To Tender, bid submission etc., taken all together, containing a description of the scope of the services and professional fees.

Description of services to be provided

AspinallVerdi shall provide the services described within the Fee Proposal.

In the event of any inconsistency, the Fee Proposal will apply over these Standard Terms of Appointment.

Client's Obligations

The Client will provide in a timely manner all necessary information reasonably required, enabling AspinallVerdi to carry out the services during the appointment.

The Client acknowledges that AspinallVerdi is entitled to rely upon the accuracy, sufficiency and consistency of any information supplied to it by the Client. AspinallVerdi accepts no liability for any inaccuracies contained in any information provided by the Client or any third party on behalf of the Client.

The Client shall ensure that they have a representative authorised to make decisions on their behalf.

Unless otherwise specifically agreed, the Client authorises AspinallVerdi to speak to or meet with any other person it may need to contact in order to provide the services during the appointment.

Changes to the scope of instructions

The Client shall notify AspinallVerdi in writing of any instruction to vary the services.

Abortive work - AspinallVerdi reserves the right to make additional charges in the event that the scope of the services is modified during the appointment, or additional information is provided by the Client requiring additional or abortive work, or any other unforeseen circumstance prevents the timely completion of the appointment.

Unforeseen delays - Where information required to carry out the services is not provided by the Client in a timely manner, or any other unforeseen circumstance prevents the timely completion of the appointment, AspinallVerdi reserves the right to issue an interim invoice based on the tasks in the Fee Proposal that have been completed and/or by reference to time incurred (in hours/days) on the Client's behalf multiplied by the previously agreed hourly/daily rates.

Material variations - Where there are material variations to the scope of the appointment our professional fees will be based on an amended Fee Proposal or by reference to time incurred (in hours/days) on the Client's behalf multiplied by the previously agreed hourly/daily rates.

Additional meetings / conference calls – Where the Client requires additional formal meetings or conference calls in lieu of meetings over and above those specified in the Fee Proposal, these will be charged based on the agreed hourly/daily rates.

AspinallVerdi reserves the right to amend these terms of appointment as a consequence of any variation of the services.

Conflicts of Interest

AspinallVerdi will undertake a search of other clients, properties and roles to protect its Clients against any potential conflicts of interest that may exist within the firm.

AspinallVerdi employees must not accept or carry out any instruction where there may be, or reasonably construed to be, a conflict of interest.

If such a conflict of interest arises or becomes known after the instruction has been accepted, AspinallVerdi will withdraw from any instruction unless such conflict of interest is fully disclosed in writing to all relevant parties and all such parties agree that the instruction may be accepted or continued by AspinallVerdi.

Professional Fees

All fees for work carried out by AspinallVerdi will be as agreed in the Fee Proposal.

Disbursements

The Client will pay all incidental expenses incurred by AspinallVerdi, including without limitation: all travel expenses incurred, accommodation, subsistence, special delivery postage/carrier services, copying, Land Registry Title plans, Ordnance Survey plans, photography, advertising, professional photography, “For Sale / All Enquiries” Boards, printed brochure etc, unless otherwise agreed in the Fee Proposal.

Car mileage will be recharged at 0.55 pence per mile.

Any disbursements properly incurred but not yet processed at the time of any invoice will be invoiced separately.

Payment Terms

The Client shall pay the agreed fees and disbursements to AspinallVerdi for the performance of the services in such instalments as are set out in the Fee Proposal.

All fees and charges including disbursements are exclusive of Value Added Tax (VAT) which if due shall be paid concurrently in addition. VAT will be charged at the prevailing rate.

Payment shall be made within 30 days of the invoice date.

AspinallVerdi reserves the right to charge interest and debt recovery costs in respect of any amounts that remain unpaid after 30 days of the invoice date. Interest will be calculated at a rate of 4% a year above the Bank of England’s base rate from time to time on any invoice which remains unpaid 30 days after the invoice date. Such interest will accrue on a daily basis.

Documentation

The copyright in all documents prepared by AspinallVerdi in providing the services shall remain the property of AspinallVerdi. Subject to payment by the Client of the fees properly due to AspinallVerdi under this agreement AspinallVerdi grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for any purpose related to the project. The costs of copying any documents for the Client by AspinallVerdi shall be recharged to the Client.

AspinallVerdi shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by AspinallVerdi or for any use by a third party.

No reliance will be placed by the Client on draft reports or other work products (oral or written) provided by AspinallVerdi as these may vary significantly from any final report or work product.

Intellectual Property

The Client will keep confidential and not disclose any methodologies and/or technology utilised by AspinallVerdi in providing the services.

AspinallVerdi does not normally release digital copies of spreadsheets, valuations and/or development appraisals, although hard copies and pdf copies can be provided.

AspinallVerdi is the beneficial owner of all Intellectual Property Rights arising out of or in connection with the provision of the services to the Client.

Reporting

Unless otherwise agreed, AspinallVerdi will provide an electronic pdf version of the final report/output.

AspinallVerdi reserves the right to charge for the production of paper copies or reports. Incidental expenses for additional paper copies will be recharged together with administration time for the preparation and collation of further reports.

AspinallVerdi reserves the right to charge for the production of ‘Accessible reports’ where these have not been specified by the Client from the outset.

Should the Client require AspinallVerdi to present the final report, the time costs and disbursements associated with this service will be recharged, unless otherwise agreed in the Fee Proposal.

Data Protection

As a result of AspinallVerdi’s relationship with the Client, AspinallVerdi will hold personal data about individuals within the Client’s business. AspinallVerdi will process that information only in connection with providing the services and for the purpose of contacting them about other services AspinallVerdi may offer i.e. our mutual legitimate business interests.

Assignment

Neither the Client nor AspinallVerdi shall assign the whole or any part of this agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.

Land and Property Agency Sales and Acquisitions:

Type of Agency

Unless otherwise agreed in writing, you appoint AspinallVerdi as a sole agent with sole selling rights for the duration of this agreement. Sole agent means that the Client agrees a not to appoint or employ any other agent for the purposes for which AspinallVerdi are so appointed during the course of this agreement and be that the sole agent has sole selling rights.

Sole Selling Rights

You are liable to pay remuneration to AspinallVerdi, in addition to any other costs or charges agreed, in each of the following circumstances:

if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;

if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

Agency Period

The Client appoints AspinallVerdi from the date of this agreement for a minimum period of 6 calendar months, after which the agreement may be terminated by either party by giving the other 15 working days' notice in writing to this effect.

Agency Fees

AspinallVerdi's commission will be calculated as a percentage of the purchase price – as set out in the Fee Proposal, plus VAT.

AspinallVerdi will submit an invoice for our commission / fees to your solicitor on exchange of contracts. You shall, as soon as reasonably possible after instructing your solicitor to deal with your property sale, instruct your solicitor to provide us with an undertaking to pay our invoice from the monies held in your client account with your solicitor, and you shall confirm to us when this instruction has been provided. You agree that we may send our invoice direct to your solicitor for settlement, and that your solicitor is authorised to pay that invoice. However, for the avoidance of doubt, you remain fully liable for payment of the invoice for our commission / fees at all times and we may recover payment from you direct if we do not receive payment from your solicitor.

Our invoice is payable upon completion of the sale of the property, or by a payment schedule for a 'subject to planning' or other more complex land and/or development transaction as set out in the Fee Proposal.

Ready, Willing and Able Purchaser

A purchaser is a "ready, willing and able purchaser" if he / she is prepared and is able to exchange contracts for the purchase of your Property. You will be liable to pay remuneration to us, in addition to any other costs or charges agree. If such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and contracts for sale are not exchanged, irrespective of your reasons.

Referral and Introductory Fees

Where AspinallVerdi refer the Client or Land and/or Property to a third party in furtherance of the Clients objectives, business plan, economic plan, Local Plan etc., AspinallVerdi reserves the right to claim a reasonable fee or commission in respect of such service, referral, introduction which will be charged to the third party.

Vacant Properties

AspinallVerdi will not accept responsibility for the maintenance or repair of damage to the property at any time, or insurance of properties under their agency, unless specifically instructed to do so in writing.

Professional Indemnity insurance

AspinallVerdi is required to comply with the regulations of the Royal Institution of Chartered Surveyors and the Royal Town Planning Institute in respect of the maintenance of professional indemnity insurance.

The level of PI Insurance cover appropriate for the instruction being undertaken is limited to £5 million. AspinallVerdi shall on the written request of the Client provide evidence that PI insurance is in place.

AspinallVerdi's liability to the Client arising out of these terms of appointment shall be limited to the amount specified above. AspinallVerdi will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

Liability of Employees

The duties and responsibilities owed to the Client are solely and exclusively those of AspinallVerdi. No employee of AspinallVerdi shall be liable to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such employee (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee.

RICS Regulation

AspinallVerdi is regulated by the RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for firms and all other applicable mandatory professional practice requirements of the RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with the RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Atam Verdi, MRICS Chairman.

Complaints

In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by AspinallVerdi, copies of which are available on request from a Director.

A dispute resolution service is available should the complaint not be settled satisfactorily between the parties.

Notice

Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post to the party at the address showing in this Agreement or to such an address as the other party may have specified from time to time by written notice to the other.

Suspension and Termination

If the Client materially breaches its obligations under this agreement AspinallVerdi may serve on the Client a notice specifying the breach and requiring its remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period AspinallVerdi may terminate this agreement by giving written notice to the Client. The Client shall pay the fees and disbursements to AspinallVerdi for work incurred prior to the termination.

The Client has the right to terminate this agreement at any time on giving reasonable notice to AspinallVerdi and AspinallVerdi has the right to terminate this agreement at any time on giving reasonable notice to the Client.

If a conflict arises during the course of AspinallVerdi's work with the Client it may not be able to continue to act for the Client. If such a conflict arises AspinallVerdi will discuss the position with the Client and agree an appropriate course of action.

Law

English law shall apply to this agreement and if there is any dispute, the English courts will have exclusive jurisdiction.

Appendix 2 – Agreed Scope of Works

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Clerkenwell Workshops,
27-31 Clerkenwell Close,
London, EC1R 0AT

0207 183 7580
[redacted]
www.aspinallverdi.co.uk

Adrian Eastwood
Head of Service Development
The Symington Building
Adam & Eve Street
Market Harborough
Leicestershire
LE16 7AG

Our ref: 230622 Lutterworth FVA_Fee Proposal_v1

Your ref:

14 July 2023

Dear Adrian,

Lutterworth East Urban Extension – Financial Viability Assessment

Further to our recent exchange of emails and conversation, I write to set out the role that AspinallVerdi can provide in terms of the financial viability assessment that is required of the proposed development at Lutterworth East.

Background

Leicestershire City Council (the Applicant) has provided a viability statement prepared by Gerald Eve (GE) in relation to the proposed development of the Lutterworth East. The scheme includes:

- 2,750 homes, with a mix of house types including affordable homes and retirement living
- 8.5ha of employment for business and light industrial space.
- 13ha of employment for storage and distribution.
- Two primary schools.
- 2.5ha of community hub providing retail, health, social, leisure, cultural and community facilities.
- A Spine Road to connect A426 and the A4304, sports facilities and access green space and children's play space.

Outline planning permission was granted on 17 May 2022 and at that point the scheme included the delivery of 40% affordable housing in accordance with Harborough District Council's Local Plan policy requirements. However, the viability statement provided by the Applicant shows that a policy compliant scheme results in a deficit of £94.5m and even with a 100% private scheme there is still a deficit of £9.8m and therefore the scheme cannot afford to deliver any affordable housing.

We have undertaken a brief review of the Applicant's viability statement and identified a number of areas that will require further analysis, including:

Build Costs – the Applicant has included build costs for the residential and commercial elements based on BCIS figures and therefore we will also use BCIS database to benchmark these costs. However, there are significant infrastructure and S106 costs that have been included which appear to be quite detailed/precise figures. We understand that these were prepared by Gleeds, and the original cost plan

was dated 2020 and that Gerald Eve have indexed the figures in their report to April 2022. We have included Quantem as part of our team to review/ benchmark the S106 Costs and Infrastructure costs.

GDV – the Applicant has adopted an average of £330 psf for the open market values and it is unclear how the revenues for the affordable housing have been calculated. It appears that an average rate has been applied to all the different residential unit types/sizes and therefore we will need to consider whether the sales rate reflects the proposed residential mix. We will need to ensure that the values adopted are reasonable and therefore will gather our own evidence to support the value assumptions, ensuring that they are relevant and applicable to the development. This includes the commercial revenue associated with the employment land.

Phasing – given the scale of the proposed development we will need to understand the proposed phasing and in particular how the infrastructure and S106 costs have been phased as this could have a significant impact on finance costs and hence viability. To expediate matters, it would be helpful to have an active version of GE's development appraisal so that we can understand how costs (and also values) have been phased.

Approach

It is important that your consultants adopt a robust methodology to ensure that the assessment is a sound basis for negotiation and agreement. Given the scale of the proposed development, will aim to undertake our report within a 6-week period assuming all the relevant background information is available and we receive responses from the Applicant and their agents to our queries in a timely manner (i.e. 2-3 working days). Our approach is as follows:

Task 1 – Analysis of the Applicant's Costs and Values

In assessing the viability of the scheme, we will consider all aspects of the Applicant's viability appraisal, the main elements are set out below:

- **Values**
    - To assess the residential private sale element of the scheme we will benchmark values against published data from recognised sources (Land Registry and rightmove.co.uk), and consult local estates agents by phone. This will ensure private sales values are not too low, which would reduce viability.
    - Affordable housing values – understand how the value shave been calculated and accordingly,
    - Commercial Value – we will undertake a review of the employment market, using CoStar and Egi databases, as well as consultations with commercial agents active in the local market to determine whether the rent and yield assumptions adopted within the appraisals are appropriate. We will also undertake a benchmarking exercise to compact the residual land values with any recent transactions within the area.
- **Costs**
    - **Construction costs** – we will undertake a benchmarking exercise using the RICS Build Cost Information Service to ensure the costs adopted for the residential and commercial floorspace are not unreasonable. As mentioned above, we have included Quantem within our team to review the S106 costs and infrastructure costs.
    - **Fees** – the fees will be scrutinised in the context of the development being proposed and the nature of the Applicant.

- **Section 106 Obligations** – working with the client team we will ensure the proposed Section 106 obligations (an allowance of c.£167m has been included, which breaks back to c. £61,000 per residential unit) are realistic for the proposed scheme.

- **Finance** – "It is common practice in conventional development appraisals to assume all-debt financing, i.e. all development costs are financed by borrowing."[1] We will use this assumption, and ensure that proposed development time-scales are realistic and the proposed phasing is appropriate to limit the impact of finance costs.

- **Developer's margin** – We will assess whether the developer margin is appropriate for this type of scheme in the current market. In our assessment, we will draw on data on comparable schemes being developed in the area along with any relevant published data.

- **Benchmark Land Value (BLV)** – A scheme is deemed viable if its residual land value equals or exceeds the BLV. In our assessment of that threshold value, we will have regard to the NPPF / PPG and RICS viability guidance.

Task 2 - Development Appraisals

Once we have analysed the costs and values, we will undertake a residual appraisal of the proposed scheme. Our approach accords with RICS best practice. The appraisal will use the Applicant's costs and values where we agree with them, and our alternative figures where we disagree. We will first appraise the scheme assuming a fully policy compliant basis. If this shows that the scheme is unviable, we will calculate the optimum level of contributions that the scheme can afford i.e. breakeven or marginally viable.

Task 3 – Sensitivity Testing of Development Appraisals

We will run sensitivity analyses in relation to the assumed costs and values. This analysis will have two purposes: to assess the robustness of our main appraisal and to establish if there is scope for additional policy contributions.

Task 4 - Draft Report Preparation and Completion Following Review

We will prepare a report for your planning files which will sit alongside the Applicant's viability assessment. We will make all our assumptions very clear and explicit in the report. This is essential in these circumstances, such that all parties can easily understand the basis upon which an appraisal has been produced. This can then of course be used to evidence future negotiations with the developer and any decisions that the Council may take.

We consider that the report must:

- Describe the scheme and set out the scheme parameters such as no. of units, areas, etc;

- Set out the market research with referencing the evidence base for the financial assessment, Council decision making and future negotiations;

- Be clear with regard to the assumptions being made;

- The land value basis for the site;

- The level of profit being made by the developer;

[1] RICS (2012) *Financial viability in planning - guidance note 1st edition (GN 94/2012)*

- Build and abnormal costs of the development.

In addition, the report will specifically comment on the robustness of the Applicant's viability assessment:

- the viability appraisal is reasonable and fit for purpose and that there are no objections; or
- the viability appraisal is not reasonable and fit for purpose and that there are clear reasons for the refusal of the application (giving the reason for refusal); or
- that there is insufficient information to allow a reasonable assessment to be made in respect of the proposal (with the provision of the type, extent and nature of the information that would be required to make a reasonable assessment highlighted).

Conflicts of Interest

In accordance with RICS Regulations and our business protocol we can confirm that we do not have a conflict of interest on acting on your behalf in respect of this viability review.

Fee Proposal

Our fee for undertaking this work is **£21,681.25 plus expenses and VAT**. A breakdown of our fee is provided in the table below.

Given the scale of the proposed scheme and the impending summer holidays, we propose to undertake the review within a 6 week period.

Tasks	Outputs	Days Allocated:	Parm Dosanjh	Matthew Olive	Adam Baker
			Executive Director	Principal Consultant	Consultant
Review of Applicant VA	Clarification Questions issued	1.75	0.25	0.50	1.00
Property Market Research	Residential & Commercial Values/BLV assumptior	4.25	0.25	1.00	3.00
Financial Modelling	Policy Compliant RLV	5.00	1.00	2.00	2.00
Recommendations	Sensitivity analysis	1.25	0.25	0.50	0.50
Reporting	Viability Review report	4.50	1.00	1.50	2.00
Sub-Total Number of Days		16.75	2.75	5.50	8.50
Professional Fee day rates			[redacted]	[redacted]	[redacted]
Sub-Total Professional Fees			[redacted]	[redacted]	[redacted]
Sub - Total Fees					**£11,681.25**
Quantem Fees	Review S106 Costs & Infrastructure Costs				**£10,000.00**
Total Fees (plus expenses and VAT)					**£21,681.25**

The above fee includes input from Quantem to review the S106 costs and infrastructure costs.

The fee proposed does not allow for meetings with the Council, the Applicant or agents, should such meetings be necessary then these will be charged separately. After commencement of instruction, should information that has been provided by the Applicant or the Council change or additional supporting information is provided that requires assessment, we will seek additional fees to cover the additional time inputs required. If further advice is required following submission of our viability assessment (i.e. response from Applicant), this will also be charged at our standard hourly rates. We will also charge at cost any out-of-pocket expenses, such as travel.

Additional time incurred will be charged at the following rates:

Grade	£/hour
Executive Director	[redacted]
Principle Consultant	[redacted]
Consultant	[redacted]

If the Applicant is to pay our fees directly, then we would seek to invoice (and receive payment) upfront before commencing our analysis. We will require the Applicant's billing details, with the following information to be provided for our records:

Client Main Contact Name	
Accounts Contact Name	
Accounts Email address	
Company Name (& Invoicing Name if different)	
Project Purchase Order Number	
Email Address	
Telephone number	
Mobile number	
Postal address	
Postcode	
Applicant Contact Details for Invoicing	

Our proposal is subject to or standard terms of business attached at Appendix 1.

I trust that the above provides you with the information you currently require. We always work closely with our clients on these projects and will seek to ensure that the outcome is maximised.

Please do let me know if you have any queries regarding the above proposal. I look forward to hearing from you in due course and hopefully working with you to bring forward this scheme.

Yours sincerely,

[redacted]

Parm Dosanjh MRICS MRTPI
Executive Director

Encs. Standard Terms of Business

Appendix A – Standard Terms of Business

AspinallVerdi – Property Regeneration Consultants

Standard Terms of Appointment

Definitions

"AspinallVerdi" refers to Aspinall Verdi Limited trading as AspinallVerdi – Property Regeneration Consultants providing professional planning and surveying services for property development and regeneration.

"Client" refers to the client named in the Fee Proposal provided with these terms. In the case of sub-contract commissions, the Client is the lead contractor for these purposes.

"Fee Proposal" refers to any letter, email, proposal document, tender, Invitation To Negotiate, Invitation To Tender, bid submission etc., taken all together, containing a description of the scope of the services and professional fees.

Description of services to be provided

AspinallVerdi shall provide the services described within the Fee Proposal.

In the event of any inconsistency, the Fee Proposal will apply over these Standard Terms of Appointment.

Client's Obligations

The Client will provide in a timely manner all necessary information reasonably required, enabling AspinallVerdi to carry out the services during the appointment.

The Client acknowledges that AspinallVerdi is entitled to rely upon the accuracy, sufficiency and consistency of any information supplied to it by the Client. AspinallVerdi accepts no liability for any inaccuracies contained in any information provided by the Client or any third party on behalf of the Client.

The Client shall ensure that they have a representative authorised to make decisions on their behalf.

Unless otherwise specifically agreed, the Client authorises AspinallVerdi to speak to or meet with any other person it may need to contact in order to provide the services during the appointment.

Changes to the scope of instructions

The Client shall notify AspinallVerdi in writing of any instruction to vary the services.

Abortive work - AspinallVerdi reserves the right to make additional charges in the event that the scope of the services is modified during the appointment, or additional information is provided by the Client requiring additional or abortive work, or any other unforeseen circumstance prevents the timely completion of the appointment.

Unforeseen delays - Where information required to carry out the services is not provided by the Client in a timely manner, or any other unforeseen circumstance prevents the timely completion of the appointment, AspinallVerdi reserves the right to issue an interim invoice based on the tasks in the Fee Proposal that have been completed and/or by reference to time incurred (in hours/days) on the Client's behalf multiplied by the previously agreed hourly/daily rates.

Material variations - Where there are material variations to the scope of the appointment our professional fees will be based on an amended Fee Proposal or by reference to time incurred (in hours/days) on the Client's behalf multiplied by the previously agreed hourly/daily rates.

Additional meetings / conference calls – Where the Client requires additional formal meetings or conference calls in lieu of meetings over and above those specified in the Fee Proposal, these will be charged based on the agreed hourly/daily rates.

AspinallVerdi reserves the right to amend these terms of appointment as a consequence of any variation of the services.

Conflicts of Interest

AspinallVerdi will undertake a search of other clients, properties and roles to protect its Clients against any potential conflicts of interest that may exist within the firm.

AspinallVerdi employees must not accept or carry out any instruction where there may be, or reasonably construed to be, a conflict of interest.

If such a conflict of interest arises or becomes known after the instruction has been accepted, AspinallVerdi will withdraw from any instruction unless such conflict of interest is fully disclosed in writing to all relevant parties and all such parties agree that the instruction may be accepted or continued by AspinallVerdi.

Professional Fees

All fees for work carried out by AspinallVerdi will be as agreed in the Fee Proposal.

Disbursements

The Client will pay all incidental expenses incurred by AspinallVerdi, including without limitation: all travel expenses incurred, accommodation, subsistence, special delivery postage/carrier services, copying, Land Registry Title plans, Ordnance Survey plans, photography, advertising, professional photography, “For Sale / All Enquiries” Boards, printed brochure etc, unless otherwise agreed in the Fee Proposal.

Car mileage will be recharged at 0.55 pence per mile.

Any disbursements properly incurred but not yet processed at the time of any invoice will be invoiced separately.

Payment Terms

The Client shall pay the agreed fees and disbursements to AspinallVerdi for the performance of the services in such instalments as are set out in the Fee Proposal.

All fees and charges including disbursements are exclusive of Value Added Tax (VAT) which if due shall be paid concurrently in addition. VAT will be charged at the prevailing rate.

Payment shall be made within 30 days of the invoice date.

AspinallVerdi reserves the right to charge interest and debt recovery costs in respect of any amounts that remain unpaid after 30 days of the invoice date. Interest will be calculated at a rate of 4% a year above the Bank of England’s base rate from time to time on any invoice which remains unpaid 30 days after the invoice date. Such interest will accrue on a daily basis.

Documentation

The copyright in all documents prepared by AspinallVerdi in providing the services shall remain the property of AspinallVerdi. Subject to payment by the Client of the fees properly due to AspinallVerdi under this agreement AspinallVerdi grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for any purpose related to the project. The costs of copying any documents for the Client by AspinallVerdi shall be recharged to the Client.

AspinallVerdi shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by AspinallVerdi or for any use by a third party.

No reliance will be placed by the Client on draft reports or other work products (oral or written) provided by AspinallVerdi as these may vary significantly from any final report or work product.

Intellectual Property

The Client will keep confidential and not disclose any methodologies and/or technology utilised by AspinallVerdi in providing the services.

AspinallVerdi does not normally release digital copies of spreadsheets, valuations and/or development appraisals, although hard copies and pdf copies can be provided.

AspinallVerdi is the beneficial owner of all Intellectual Property Rights arising out of or in connection with the provision of the services to the Client.

Reporting

Unless otherwise agreed, AspinallVerdi will provide an electronic pdf version of the final report/output.

AspinallVerdi reserves the right to charge for the production of paper copies or reports. Incidental expenses for additional paper copies will be recharged together with administration time for the preparation and collation of further reports.

AspinallVerdi reserves the right to charge for the production of ‘Accessible reports’ where these have not been specified by the Client from the outset.

Should the Client require AspinallVerdi to present the final report, the time costs and disbursements associated with this service will be recharged, unless otherwise agreed in the Fee Proposal.

Data Protection

As a result of AspinallVerdi’s relationship with the Client, AspinallVerdi will hold personal data about individuals within the Client’s business. AspinallVerdi will process that information only in connection with providing the services and for the purpose of contacting them about other services AspinallVerdi may offer i.e. our mutual legitimate business interests.

Assignment

Neither the Client nor AspinallVerdi shall assign the whole or any part of this agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.

Land and Property Agency Sales and Acquisitions:

Type of Agency

Unless otherwise agreed in writing, you appoint AspinallVerdi as a sole agent with sole selling rights for the duration of this agreement. Sole agent means that the Client agrees a not to appoint or employ any other agent for the purposes for which AspinallVerdi are so appointed during the course of this agreement and be that the sole agent has sole selling rights.

Sole Selling Rights

You are liable to pay remuneration to AspinallVerdi, in addition to any other costs or charges agreed, in each of the following circumstances:

if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but by another agent or by any other person, including yourself;

if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or with whom we had negotiations about the property during that period.

Agency Period

The Client appoints AspinallVerdi from the date of this agreement for a minimum period of 6 calendar months, after which the agreement may be terminated by either party by giving the other 15 working days' notice in writing to this effect.

Agency Fees

AspinallVerdi's commission will be calculated as a percentage of the purchase price – as set out in the Fee Proposal, plus VAT.

AspinallVerdi will submit an invoice for our commission / fees to your solicitor on exchange of contracts. You shall, as soon as reasonably possible after instructing your solicitor to deal with your property sale, instruct your solicitor to provide us with an undertaking to pay our invoice from the monies held in your client account with your solicitor, and you shall confirm to us when this instruction has been provided. You agree that we may send our invoice direct to your solicitor for settlement, and that your solicitor is authorised to pay that invoice. However, for the avoidance of doubt, you remain fully liable for payment of the invoice for our commission / fees at all times and we may recover payment from you direct if we do not receive payment from your solicitor.

Our invoice is payable upon completion of the sale of the property, or by a payment schedule for a 'subject to planning' or other more complex land and/or development transaction as set out in the Fee Proposal.

Ready, Willing and Able Purchaser

A purchaser is a "ready, willing and able purchaser" if he / she is prepared and is able to exchange contracts for the purchase of your Property. You will be liable to pay remuneration to us, in addition to any other costs or charges agree. If such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and contracts for sale are not exchanged, irrespective of your reasons.

Referral and Introductory Fees

Where AspinallVerdi refer the Client or Land and/or Property to a third party in furtherance of the Clients objectives, business plan, economic plan, Local Plan etc., AspinallVerdi reserves the right to claim a reasonable fee or commission in respect of such service, referral, introduction which will be charged to the third party.

Vacant Properties

AspinallVerdi will not accept responsibility for the maintenance or repair of damage to the property at any time, or insurance of properties under their agency, unless specifically instructed to do so in writing.

Professional Indemnity insurance

AspinallVerdi is required to comply with the regulations of the Royal Institution of Chartered Surveyors and the Royal Town Planning Institute in respect of the maintenance of professional indemnity insurance.

The level of PI Insurance cover appropriate for the instruction being undertaken is limited to £5 million. AspinallVerdi shall on the written request of the Client provide evidence that PI insurance is in place.

AspinallVerdi's liability to the Client arising out of these terms of appointment shall be limited to the amount specified above. AspinallVerdi will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

Liability of Employees

The duties and responsibilities owed to the Client are solely and exclusively those of AspinallVerdi. No employee of AspinallVerdi shall be liable to you for any loss or damage howsoever arising as a consequence of the acts or omissions of such employee (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee.

RICS Regulation

AspinallVerdi is regulated by the RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for firms and all other applicable mandatory professional practice requirements of the RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with the RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Atam Verdi, MRICS Chairman.

Complaints

In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by AspinallVerdi, copies of which are available on request from a Director.

A dispute resolution service is available should the complaint not be settled satisfactorily between the parties.

Notice

Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post to the party at the address showing in this Agreement or to such an address as the other party may have specified from time to time by written notice to the other.

Suspension and Termination

If the Client materially breaches its obligations under this agreement AspinallVerdi may serve on the Client a notice specifying the breach and requiring its remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period AspinallVerdi may terminate this agreement by giving written notice to the Client. The Client shall pay the fees and disbursements to AspinallVerdi for work incurred prior to the termination.

The Client has the right to terminate this agreement at any time on giving reasonable notice to AspinallVerdi and AspinallVerdi has the right to terminate this agreement at any time on giving reasonable notice to the Client.

If a conflict arises during the course of AspinallVerdi's work with the Client it may not be able to continue to act for the Client. If such a conflict arises AspinallVerdi will discuss the position with the Client and agree an appropriate course of action.

Law

English law shall apply to this agreement and if there is any dispute, the English courts will have exclusive jurisdiction.

Appendix 3 – Applicant Phasing Plan

DRAFT

NOTES

All dimensions to be verified on site. Do not scale this drawing. Any discrepancies to be clarified with project Landscape Architect.

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N

0 100 200 300 400 500m

KEY

Site Boundary

Spine Road

Residential Development 71.70ha
(At around 38dph average = 2750)

DPH	45	40	35	30	Total Units	Area (ha)
Zone 1 - Wycliffe Fields						
B-1-1						3.38
B8						17.12
PS1						4.10
PF-1						3.10
PF-2						1.16
R1	0	0	4	0	140	6.17
R2	0	0	2.65	0	93	4.17
Zone 2 - Wycliffe Fields						
B-1/2-2						5.35
B-1/2-3						4.52
CH						5.85
R3	3	0	0	0	135	3.98
R4	1.1	0	0	0	50	2.08
R5	1.95	0.5	0	0	108	5.07
R6	1.1	1.85	0	0	124	3.04
R7	1.1	0.45	0	0	68	1.56
R8	1.2	2.2	0	0	142	5.12
Zone 3 - Gilmorton Fields						
PS2						2.03
All						1.21
R9	0	3.05	0	1	152	5.75
R10	0	0.5	1.3	0	66	2.10
R11	0.65	1.15	0	0.6	93	3.16
R12	0	2	2.5	0	168	5.18
R13	1.15	0.4	0	2.05	129	5.05
R14	1.2	0.7	3.6	0	208	8.42
Zone 4 - Upper Thornborough						
R15	0	0	2.65	0.4	105	5.06
R16	1.35	1.85	2.45	0	221	7.28
R17	0.85	1.35	1.75	1.65	203	7.02
R18	0.4	0.45	1.75	0.6	115	6.14
R19	0	1.1	2.55	2.8	217	7.09
R20	0	1.7	0.8	1.7	147	4.48
R21	0	0.75	0.45	0	46	2.46
					30	
					Total 2757	148.20

Indicative Density Ranges

45 dph Average (45-50dph)

40 dph Average (40-45dph)

35 dph Average (35-40dph)

30 dph Average (30-35dph)

This drawing is based on the Illustrative Masterplan, which in turn is based upon the EIA Parameters Plan. The Illustrative Masterplan, which is included within the application's Design & Access Statement, provides a guiding template that identifies the main design principles of the development Rather than showing every house and plot design- which is a matter for the detailed stage. The Illustrative Masterplan identifies the main design approaches envisaged in terms of: the network of streets; the arrangement of development blocks and buildings; the location of key feature spaces and intersections; the alignment Greenways, which includes main desire lines to and from Lutterworth and the spatial relationship between buildings, streets and green spaces. It illustrates how RMA could come forward based upon the framework of the EIA Parameters Plan and the principles established within the Design & Access Statement and that translated within the Design Code. It is important to note that the plan is only indicative in its nature and there is flexibility for things like the street pattern and development blocks to be refined as long as the design approach is in broad accordance with the Illustrative Masterplan.

The plan identifies the general principles for density. This is based on higher densities and the concentration of activities along the public bus routes (Spine Road - Main Street), around the Community Hub and within the core of each neighbourhood. Lower density arrangements are expected on the outer perimeter of Gilmorton Fields and Upper Thornborough. Building height restrictions in phase R1 and R2 (max 8.5m) restrict the ability to achieve higher densities so that typically 2 storey arrangements will occur in phases R1 and R2.

Density ranges are indicative and based on the principles set out in the Illustrative Masterplan and DAS. Density per blocks are not absolute and are likely to vary, but it is expected that the highest densities will be no more than 50dph. Calculations are based on the net developable area as shown by the coloured hatching.

Drawing based on 8379-L-03L EIA Parameters and 8379-L-05E Illustrative Masterplan, submitted as part of application and 8379-L-33 Development Phasing.

rev	date	description	drn	chkd
C	15.03.2021	Added Area sizes.	DB	BC
B	27.11.2019	Amends to naming.	DB	BC
A	29.10.2019	Amends to densities.	DB	BC
-	01.08.2019	First issue	DB	SGL

fpcr

masterplanning
environmental assessment
landscape design
urban design
ecology
architecture
arboriculture

FPCR Environment and Design Ltd
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client
Leicestershire County Council

project
Land East of Lutterworth
Lutterworth

drawing title
DEVELOPMENT PHASING AND INDICATIVE DENSITY OVERLAY

scale
1:5000 @ A1

drawn / checked
DB / BC

revision date
15 March 2021

drawing number
8379-SK-34

rev
C

CAD file: K:\8300\8379\LANDS\Plans\8379-SK-34C Development Phasing and Indicative Density

Appendix 4 – Comparable Evidence (Residential)

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Address			Postcode	Date Sold	Price	No. Beds	SQM	SQFT	£ / psf
9	COPPICE DRIVE	LUTTERWORTH	LE17 4FF	20/01/2022	£412,950	4	126	1356	£304
7	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	26/04/2022	£367,950	4	105	1130	£326
11	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	26/08/2022	£324,950	4	108	1163	£280
13	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	31/08/2022	£324,950	4	108	1163	£280
14	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	17/06/2022	£364,950	4	105	1130	£323
15	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	22/12/2022	£369,950	4	105	1130	£327
16	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	30/06/2022	£459,950	4	144	1550	£297
36	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	17/02/2023	£519,950	4	141	1518	£343
38	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	03/03/2023	£464,950	4	126	1356	£343
40	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	06/03/2023	£419,950	4	120	1292	£325
1	FERN ROAD	LUTTERWORTH	LE17 4HQ	28/10/2022	£315,000	4	108	1163	£271
6	FERN ROAD	LUTTERWORTH	LE17 4HQ	23/09/2022	£484,950	4	144	1550	£313
8	FERN ROAD	LUTTERWORTH	LE17 4HQ	30/09/2022	£529,950	4	167	1798	£295
9	FERN ROAD	LUTTERWORTH	LE17 4HQ	20/01/2023	£499,950	4	164	1765	£283
11	FERN ROAD	LUTTERWORTH	LE17 4HQ	04/11/2022	£534,950	4	167	1798	£298
13	FERN ROAD	LUTTERWORTH	LE17 4HQ	18/11/2022	£439,950	4	126	1356	£324
15	FERN ROAD	LUTTERWORTH	LE17 4HQ	16/12/2022	£499,950	4	164	1765	£283
19	FERN ROAD	LUTTERWORTH	LE17 4HQ	28/11/2022	£449,950	4	141	1518	£296
1	COPPICE DRIVE	LUTTERWORTH	LE17 4FF	28/01/2022	£292,950	3	88	947	£309
1	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	21/01/2022	£274,950	3	80	861	£319
3	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	04/02/2022	£274,950	3	80	861	£319
8	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	31/03/2022	£309,950	3	95	1023	£303
9	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	06/05/2022	£304,950	3	88	947	£322
10	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	28/03/2022	£279,950	3	80	861	£325
12	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	31/03/2022	£279,950	3	80	861	£325
22	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	30/06/2022	£324,950	3	95	1023	£318
24	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	27/07/2022	£309,950	3	88	947	£327
26	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	29/07/2022	£309,950	3	88	947	£327
28	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	30/09/2022	£319,950	3	95	1023	£313
2	FERN ROAD	LUTTERWORTH	LE17 4HQ	29/07/2022	£279,950	3	80	861	£325
4	FERN ROAD	LUTTERWORTH	LE17 4HQ	26/08/2022	£279,950	3	80	861	£325
5	FERN ROAD	LUTTERWORTH	LE17 4HQ	20/10/2022	£305,000	3	95	1023	£298
7	FERN ROAD	LUTTERWORTH	LE17 4HQ	30/09/2022	£332,950	3	95	1023	£326

17	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	20/01/2023	£249,950	2	70	753	£332
19	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	13/01/2023	£249,950	2	70	753	£332
23	BROADLEAF ROAD	LUTTERWORTH	LE17 4GD	03/03/2023	£269,950	2	70	753	£358
1	RIDGE WAY	NORTH KILWORTH	LE17 6FH	28/04/2022	£515,000	4	157	1690	£305
3	FURROW LANE	NORTH KILWORTH	LE17 6FJ	14/10/2022	£540,000	4	164	1765	£306
5	FURROW LANE	NORTH KILWORTH	LE17 6FJ	26/08/2022	£550,000	4	164	1765	£312
3	RIDGE WAY	NORTH KILWORTH	LE17 6FH	29/04/2022	£325,000	3	98	1055	£308
5	RIDGE WAY	NORTH KILWORTH	LE17 6FH	20/10/2022	£325,000	3	98	1055	£308
9	RIDGE WAY	NORTH KILWORTH	LE17 6FH	12/12/2022	£324,000	3	98	1055	£307
4	FURROW LANE	NORTH KILWORTH	LE17 6FJ	15/12/2022	£340,000	3	98	1055	£322
10	KEMP DRIVE	HUSBANDS BOSWORTH	LE17 6RE	12/01/2022	£435,000	4	136	1464	£297
7	KEMP DRIVE	HUSBANDS BOSWORTH	LE17 6RE	18/07/2022	£310,000	3	93	1001	£310
8	KEMP DRIVE	HUSBANDS BOSWORTH	LE17 6RE	06/05/2022	£320,000	3	108	1163	£275
24	KEMP DRIVE	HUSBANDS BOSWORTH	LE17 6RE	08/04/2022	£320,000	3	108	1163	£275
26	KEMP DRIVE	HUSBANDS BOSWORTH	LE17 6RE	01/06/2022	£320,000	3	108	1163	£275
8	TROLLEY CLOSE	HUSBANDS BOSWORTH	LE17 6RF	28/01/2022	£325,000	3	91	980	£332
1	MANOR FARM DRIV	CATTHORPE	LE17 6DJ	18/05/2022	£595,000	4	182	1959	£304
2	MANOR FARM DRIV	CATTHORPE	LE17 6DJ	04/03/2022	£575,000	4	182	1959	£294
4	MANOR FARM DRIV	CATTHORPE	LE17 6DJ	14/01/2022	£475,000	4	149	1604	£296
3	MANOR FARM DRIV	CATTHORPE	LE17 6DJ	14/04/2022	£350,000	3	113	1216	£288
5	MANOR FARM DRIV	CATTHORPE	LE17 6DJ	08/04/2022	£348,000	3	111	1195	£291
2	PIECES PLACE	NORTH KILWORTH	LE17 6FG	26/08/2022	£494,950	4	152	1636	£303
4	PIECES PLACE	NORTH KILWORTH	LE17 6FG	11/10/2022	£479,950	4	133	1432	£335

Scheme	Beds	Price	SQM	Sqft	£ / psf
Kingsbury Park Development - Coventry Road, Lutterworth	4	£529,950	107	1152	£460
	4	£500,000	107	1152	£434
	4	£484,950	107	1152	£421
	4	£474,950	107	1152	£412
	4	£469,950	107	1152	£408
	4	£450,000	94	1012	£445
	3	£409,950	81	872	£470
	3	£400,000	82	883	£453
Coton Park - Persimmon	4	£375,000	85	914	£410
	3	£350,000	67	721	£485
	3	£347,500	67	721	£482
	3	£300,000	61	657	£457
	3	£295,000	61	657	£449
	3	£269,000	61	657	£410
	3	£264,000	61	657	£402
	2	£242,000	47	506	£478
Wellington Place - Taylor Wimpey	5	£570,000	171	1836	£310
	5	£520,000	168	1810	£287
	5	£520,000	168	1810	£287
	4	£450,000	145	1564	£288
	4	£408,000	129	1385	£295
	4	£390,000	129	1389	£281
	4	£390,000	129	1390	£281
	3	£325,000	101	1092	£298
Wellington Place - William Davis Homes	4	£420,000	89	958	£438
	4	£415,000	89	958	£433
	4	£410,000	89	958	£428
	3	£354,995	93	1001	£355
	3	£349,995	93	1001	£350
	3	£348,995	93	1001	£349
	3	£319,995	76	818	£391
	3	£314,995	76	818	£385

Wellington Place - Davidson Homes	4	£669,995	124	1338	£501
	4	£664,995	124	1338	£497
	4	£659,995	124	1337	£494
	4	£659,995	124	1338	£493
	4	£524,995	120	1291	£407
	4	£499,995	120	1290	£388
	4	£499,995	120	1291	£387
	4	£469,995	91	980	£480
	3	£389,995	86	926	£421
	3	£319,995	68	732	£437
Redrow at Houlton, Rugby	5	£970,000	225	2422	£401
	5	£650,000	149	1603	£405
	4	£960,000	223	2400	£400
	4	£699,000	144	1550	£451
	4	£599,000	152	1636	£366
	4	£525,000	109	1173	£447
William Davis Homes at Houlton, Rugby	3	£369,995	93	1001	£370
	3	£383,995	93	1001	£384
	4	£429,995	93	1001	£430
	4	£509,995	145	1561	£327
	4	£675,000	176	1894	£356
Mulberry Homes at Houlton	3	£329,950	56	602	£548
	3	£334,950	56	602	£556
	3	£439,950	81	872	£505
	3	£439,950	81	872	£505
	4	£484,950	92	990	£490
	4	£494,950	92	990	£500
	4	£494,950	92	990	£500
	4	£529,950	97	1044	£508
	4	£549,950	97	1044	£527
Eden Park - Bloor Homes	2	£245,000	47	506	£484
	3	£295,000	55	592	£498
	3	£295,000	55	592	£498

4	£379,950	66	710	£535

Appendix 5 – BCIS Costs

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BCIS®

£/M2 STUDY

Description: Rate per m2 gross internal floor area for the building Cost including prelims.

Last updated: 09-Mar-2024 07:30

Rebased to Leicestershire (102; sample 110)

MAXIMUM AGE OF RESULTS: DEFAULT PERIOD

Building function (Maximum age of projects)	£/m² gross internal floor area						Sample	
	Mean	Lowest	Lower quartiles	Median	Upper quartiles	Highest		
New build								
284.2 Purpose built warehouses/stores								
Generally (15)	1,209	443	688	902	1,347	5,221	30	
Up to 500m2 GFA (15)	2,385	744	1,413	1,844	3,000	5,221	6	
500 to 2000m2 GFA (15)	989	528	725	902	1,126	1,835	14	
Over 2000m2 GFA (15)	812	443	656	723	997	1,339	10	
320. Offices								
Generally (15)	2,515	1,160	1,784	2,338	2,980	5,720	44	
Air-conditioned								
Generally (15)	2,314	1,396	1,890	2,215	2,721	4,060	14	
1-2 storey (15)	2,325	1,396	2,005	2,099	2,345	4,060	9	
3-5 storey (15)	2,216	1,568	-	2,263	-	2,771	4	
6 storey or above (20)	2,643	2,030	2,373	2,526	2,691	3,819	8	
Not air-conditioned								
Generally (15)	2,596	1,160	1,827	2,575	3,421	3,818	18	
1-2 storey (15)	2,729	1,590	2,206	2,765	3,366	3,707	11	

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Building function (Maximum age of projects)	£/m² gross internal floor area						Sample	
	Mean	Lowest	Lower quartiles	Median	Upper quartiles	Highest		
3-5 storey (15)	2,347	1,160	1,627	1,972	3,230	3,818	6	
6 storey or above (25)	2,772	2,144	-	2,872	-	3,200	4	
345. Shops								
Generally (30)	1,860	703	1,019	1,523	2,410	4,927	16	
1-2 storey (30)	1,879	703	1,015	1,472	2,430	4,927	15	
810.1 Estate housing								
Generally (15)	1,548	744	1,313	1,488	1,695	5,330	1416	
Single storey (15)	1,759	1,042	1,484	1,687	1,932	5,330	234	
2-storey (15)	1,489	744	1,288	1,447	1,633	3,241	1099	
3-storey (15)	1,634	963	1,356	1,557	1,857	3,143	78	
4-storey or above (15)	3,241	1,580	2,586	2,887	4,343	4,807	5	
810.11 Estate housing detached (15)	2,012	1,135	1,517	1,720	2,128	5,330	21	
810.12 Estate housing semi detached								
Generally (15)	1,563	903	1,325	1,528	1,712	3,445	356	
Single storey (15)	1,741	1,125	1,485	1,703	1,898	3,445	81	
2-storey (15)	1,509	903	1,312	1,465	1,648	2,618	263	
3-storey (15)	1,527	1,129	1,223	1,466	1,832	2,208	12	
810.13 Estate housing terraced								
Generally (15)	1,577	917	1,288	1,484	1,721	4,807	231	
Single storey (15)	1,804	1,147	1,492	1,784	2,100	2,553	18	
2-storey (15)	1,502	917	1,280	1,441	1,638	3,241	178	
3-storey (15)	1,674	963	1,360	1,533	1,870	3,143	33	

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Appendix 6 – Quantem Cost Review Report

DRAFT

LUTTERWORTH EAST

Aspinall Verdi

March 2024

S106 Benchmarking
&
Infrastructure Cost Review

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4.0	Basis and Assumptions	4
5.0	Exclusions	6
Appendix A	Rates Analysis of Sections 1 - 4 of Spine Road	
Appendix B	Sport England 2nd quarter 2023 facility cost updates	

Issue	Date	Description	Prepared by	Reviewed by
1	3/04/202	Lutterworth East	Steve Dunkley	

1.0 Executive Summary

This Report reviews and benchmarks the construction costs for S106 built assets and reviews rates for infrastructure works at the major residential and commercial development, Lutterworth East, as identified in the Gerald Eve (GE) in their Financial Viability Assessment (FVA) dated 16 June 2023.

The development identified in the GE FVA is based on the phased delivery the following construction works reviewed in this report -

	GE FVA	Quantem		
		Agreed	TBC	Not Agreed
Spine Road	£101,720,000	£ 25,356,680	£75,479,277	£884,043
Off site sport and rec pitches	£1,311,641	£1,311,641		
Off site sport and rec changing	£780,792	£780,792		
On site pavilion/pitches	£1,557,534	£1,557,534		
Community hub	£3,411,779	£1,365,000		£2,046,779
Gilmorton Traffic Calming Scheme	£696,922		£696,922	
Total Construction Cost	**£109,478,668**	**£30,371,647**	**£76,176,199**	**£2,930,822**

The construction costs in this report are current at Q2 2023**.**

No rate build-ups have been provided for Sections 5 - 7 of the Spine Road nor the Gilmorton Traffic Calming Scheme. Without verifying the costs of the entire Spine Road it is impossible to form a Professional Assessment of the Preliminaries.

The GE FVA for the Spine Road also includes substantial allowances for risk and inflation which need further clarification.

Sport pitches and facilities will vary according to the brief. The allowances included in the GE FVA are sufficient to provide substantial facilities - Refer Section 4 and Appendix B for what might be reasonably provided for the sums included in the FVA. The construction cost will be dependent on the facilities provided and the Developer should provide transparency as to what will be provided through the S106.

Given the lack of definition for the works it is recommended that a further review is undertaken once the scope can be measured and rated.

Note: assets that are, or can be, provided through a contribution or by LCC have been excluded from this report **-** Refer GE FVA Appendix 4:

Frank Whittle Roundabout
Junction 20 (LCC)
A426/A5 Gibbert Lane roundabout
A426 Bill Crane Way (LCC)
A4304 signalised site access (LCC)
Travel Pack
Provisional Sum for schools
Education contribution
Early years
Special education contribution
GP Provision
Wheelie bins
Libraries
Public Realm
Cemetery
Police

2.0 Introduction

Quantem have been engaged by Aspinall Verdi to review the construction costs used by Gerald Eve (GE) in their June 2023 Financial Viability Assessment (FVA) on behalf of Leicester County Council.

Design information has not been provided and the construction costs for built assets rely on benchmarked GIA rates from the Quantem data base, adjusted for location and date as per indices published by the Building Cost Information Service (BCIS).

Bills of Quantities have been provided for some of the infrastructure works. In the absence of design information Quantem have relied on these Bills of Quantities to assess construction costs for those works covered by the Bills of Quantities. Infrastructure works not included in the Bills of Quantities have been assessed by benchmarking costs from similar works on other projects in the Quantem data base.

No brief has been provided for the S106 items the Developer is to provide. These are assumed to be:

- Off site sport and rec pitches
- Off site sport and rec changing
- On site pavilion/pitches
- Community hub

Quantem have assumed that these will be constructed by the Developer. In the absence of even an outline brief, Quantem have restricted opportunity to provide an independent assessment of the cost of construction.

Given the limited information made available to Quantem it may be appropriate to review the construction costs when design information can be reviewed against the assumptions that had to be made to facilitate the preparation of this report.

	Developer		Quantem		
	Total	ft2	Total	ft2	Difference
Spine Road and S106 Cost Breakdown					
Spine Road costs	£ 101,720,000				
Off site sport and rec pitches	£ 1,311,641	Unknown	£1,311,641	Unknown	Refer Notes
Off site sport and rec changing	£ 780,792	Unknown	£780,792	Unknown	Refer Notes
On site pavilion/pitches	£ 1,557,534	Unknown	£1,557,534	Unknown	Refer Notes
Community facility	£ 3,410,000	Unknown	£1,365,000	£249.91	-£ 2,045,000
Gilmorton Traffic Calming Scheme	£ 696,922		£696,922.00		
GRAND TOTAL	**£ 109,476,889**				-£ 2,045,000

Notes

Rates of been provided for the majority of the works in the Sections 1 to 4 of the Spine Road. These are generally considered reasonable but there are some large sums of money included in detail that are without substantiation and there are some inconsistancies in the rates used in Section 1 that require clarification. Quantem have used the rates common to the pricing of Sections 2, 3 and 4 as the basis for pricing the Spine Road works

Sport pitches and facilities will vary according to the brief. The allowances included in the GE FVA are sufficient to provide substantial facilities - Refer Section 4 and Appendix B for what might be reasonably provided for the sums included in the FVA. The construction cost will be dependent on the area and specification of the facilities. The Developer should provide transparency as to what will be provided through the S106.

There is no information on the area or specification of the community facility. Quantem have benchmarked the costs using a mid-range facility which is far less than the sum used by GE in their FVA. The Developer should provide transparency as to what will be provided through the S106.

The Spine Road Sections 1 - 4 were provided at Q3 2020 rates. These have been increased in accordance with the BCIS indices to Q2 2023 - a 31% uplift. The GE FVA includes £18,408,268 for the impact of inflation. This equates to approximately 35% on what appears to be their allowance for construction costs but the matter needs further clarification.

4.0 Basis and Assumptions

4.1 **Basis**

- Gerald Eve Financial Viability Report dated 16 June 2023
- Financial Report on Spine Road (Source Unknown)
- Highways Cost Analysis Rev 008
- Lutterworth Highways Cost Comparison A
- AFG Quick Cost Review RR March 22
- Sections 1 - 4 MS comments

4.2 **Assumptions**

General

- Generally as stated within the estimate.
- Building costs have been established by utilising benchmark data from comparable projects.
- The project will be tendered via a phased competitive single stage design & build procurement route.
- Unrestricted access.
- All works to be carried out during normal working hours.
- No asbestos or contaminated materials.
- On costs including preliminaries and OH&P have been included as outlined within the estimate.
- Contingency has been included as outlined within the estimate and is based upon the nature of the anticipated scope of works.
- Vacant possession of the plots.

S106

The following be subject to contributions rather than delivered by the Developer as part of the construction
- works:
- Frank Whittle roundabout
- Junction 20
- A426/A5 Gibbet Lane Roundabout
- A426 Bill Crane Way
- Traffic monitoring fees
- Traffic regulation order
- A4304 signalised site access
- Bus pass contribution
- Travel pack
- Education
- Extension to Lutterworth GP and Health practices
- Civic amenity
- Recycling and waste site
- Wheelie bins
- Libraries
- Public realm improvements
- Monitoring fees HBC
- Monitoring fees LCC
- Cemetery
- Leisure Centre land
- Police

4.0 Basis and Assumptions

In the absence of a brief and area schedule Quantem have made assumptions as to reasonable budgets to deliver construction works required under the S106.

Community Facilities provided in the region in the Quantem data base vary in both size and specification, with a cost range between £730,000 and £1,980,000. The suggested construction cost of £3,410,00 would provide a large (11,000 ft2 plus) facility at the higher range of the specification. Assuming a mid-range size and specification, Quantem have allowed for a GIA 5,460 ft2 facility at circa £250 ft2.

Sport England 2Q 2023 cost update had the following cost guide -

Changing rooms plus officials and club house		£	785,000
Cricket 1-bay practice cage	Say 3 @ £40,000	£	120,000
Natural turf cricket pitch		£	345,000
U8/U7 football mini pitch		£	30,000
U16/U15 football pitch		£	90,000
Senior football pitch		£	110,000
Ruby union pitch		£	165,000
		£	1,645,000

This suggests the cost allowances in the GE FVA are reasonable, but it will be essential to obtain a detailed specification to confirm the S106 offer is real value for money. The actual facilities in each location will also need to accommodate car parking, lighting, etc.

5.0 Exclusions

The following exclusions have been made in preparing this Commercial Review, for which separate budgetary provisions may be necessary:

1 Client finance costs and insurances.
2 Capital Allowances adjustment.
3 Site acquisition and associated costs including all legal fees, and agent's fees/costs.
4 Statutory Fees (Planning Application and Building Control), over and above estimate allowances.
5 Compensation settlements and fees in respect of rights exercised by adjoining owners (Rights of Light, Party Wall Awards etc.).
6 Site Investigations and surveys, over and above estimate allowances.
7 VAT.
8 Exchange rate fluctuations.
9 Project insurances and bonds.
10 Phasing of works.
11 Out of hours working.
12 Inflation post Q2 2023.
13 Decant/Transition costs.
14 Services diversions, unless otherwise stated.
15 Network reinforcement / reinforcement of statutory services is excluded, assumed sufficient capacity locally.
16 Network reinforcement / reinforcement of statutory services is excluded, assumed sufficient capacity locally.
17 Client Direct costs.
18 Professional Fees.
19 Monitoring and similar fees and charges

Appendix A

Rates Analysis of Sections 1 - 4 Spine Road

APPLICANT

Bill Description	Section 1				Section 2				Section 3				Section 4				Total	Quantity	Average Rate	Quantem Comment	Quantem Rate	Adjustment
Carriageway																						
Series 200: Site Clearance																						
Site Clearance																						
General site clearance area	ha	3.975	£ 1,612.65	£ 6,410.28	ha	2.765	£ 1,612.65	£ 4,458.98	ha	2.828	£ 1,612.65	£ 4,560.57	ha	4.097	£ 1,612.65	£ 6,607.03	£ 22,036.86	13.665	£ 1,612.65	Agreed		
Demolition of building or structure Shed as Appendix 2/1 ref. SH1													item	2	£ 5,000.00	£ 10,000.00	£ 10,000.00	2		Agreed		
General site clearance area:5% Allowance for Wooded areas	ha	0.198	£ 6,288.82	£ 1,245.19	ha	0.277	£ 6,288.82	£ 1,742.00	ha	0.283	£ 6,288.82	£ 1,779.74	ha	0.41	£ 6,288.82	£ 2,578.42	£ 7,345.35	1.168		Agreed		
E/O Allowance for Tree Root removal	ha	0.198	£ 39,100.52	£ 7,741.90	sum	1	£ 39,100.52	£ 39,100.52	sum	1	£ 39,100.52	£ 39,100.52	sum	1	£ 39,100.52	£ 39,100.52	£ 125,043.46	1.168	£ 107,057.76	Rate for Section 2 - 4 inconsistant with Section 1	£ 45,669.40	-£ 79,374.06
Permanent Ecology Mitigation Works spine Road Sections 1-7	sum	1	£ 50,000.00	£ 50,000.00	sum	1	£ 50,000.00	£ 50,000.00	sum	1	£ 50,000.00	£ 50,000.00	sum	1	£ 50,000.00	£ 50,000.00	£ 200,000.00	13.665	£ 14,635.93	Agreed		
Watching Brief Archeology	sum	1	£ 32,364.57	£ 32,364.57	sum	1	£ 32,364.57	£ 32,364.57	sum	1	£ 32,364.57	£ 32,364.57	sum	1	£ 32,364.57	£ 32,364.57	£ 129,458.28	1.168	£ 110,837.57			
Take up or Down and Set aside for reuse or remove to store or tip off site																						
Take up or down and remove to store, or tip off Site gate ref. G10 (if required, to be agreed)					no	1	£ 153.68	£ 153.68									£ 153.68		£ 153.68	Agreed		
Take up or down and remove to tip off Site precast concrete edgings	m	1,530	£ 4.57	£ 6,986.34													£ 6,986.34		£ 4.57	Agreed		
Take up or down and remove to tip off Site precast concrete kerbs	m	2,014	£ 8.58	£ 17,289.09									m	226	£ 8.58	£ 1,940.09	£ 19,229.18		£ 8.58	Agreed		
Take up or down and set aside for reuse road restraint system ref. RRS14	m	25	£ 6.01	£ 150.14													£ 150.14		£ 6.01	Agreed		
Take up or down and set aside for reuse road restraint system ref. RRS20	m	35	£ 5.16	£ 180.60													£ 180.60		£ 5.16	Agreed		
Take up or down and remove to tip off Site existing bridge parapet (parapet replacement in abeyance, if required, ref. RRS4)	m	72	£ 123.66	£ 8,903.19													£ 8,903.19		£ 123.66	Agreed		
Take up or down and remove to tip off Site existing safety barrier including two end terminals	m	18	£ 128.57	£ 2,314.32													£ 2,314.32		£ 128.57	Agreed		
Take up or down and set aside for reuse destination sign, tourist destination sign and temporary diversion sign and remove to tip off Site 3No. tubular steel posts and foundations ref. DE13a, DE13b, DE13c	no	1	£ 542.54	£ 542.54													£ 542.54		£ 542.54	Agreed		
Take up or down and set aside for reuse electronic speed limit sign and remove to tip off Site tubular steel large base post and foundations ref. TE06 (in two locations)	no	2	£ 233.35	£ 466.69													£ 466.69		£ 233.35	Agreed		
Take up or down and set aside for reuse end of motorway sign and remove to tip off Site 2No. tubular steel posts and foundations ref. TE08 (in two locations)	no	2	£ 233.35	£ 466.69													£ 466.69		£ 233.35	Agreed		
Take up or down and set aside for reuse illuminated NSL speed sign and 2No. clearway signs and remove to tip off Site tubular steel post and foundations ref. TE02a, TE02b, TE02c	no	1	£ 700.04	£ 700.04													£ 700.04		£ 700.04	Agreed		
Take up or down and set aside for reuse illuminated NSL speed sign and clearway sign and remove to tip off Site tubular steel post and foundations ref. TE01a, TE01b	no	1	£ 361.69	£ 361.69													£ 361.69		£ 361.69	Agreed		
Take up or down and set aside for reuse illuminated clearway sign and remove to tip off Site tubular steel post and foundations ref. TE03	no	1	£ 233.35	£ 233.35													£ 233.35		£ 233.35	Agreed		

Take up or down and set aside for reuse illuminated confirmatory route sign and remove to tip off Site 2No. tubular steel posts and foundations ref. DE04	no	1	£ 233.35	£ 233.35																	£ 233.35		£ 233.35	Agreed		
Take up or down and set aside for reuse illuminated cyclists warning sign and remove to tip off Site tubular steel post and foundations ref. TE32	no	1	£ 233.35	£ 233.35																	£ 233.35		£ 233.35	Agreed		
Take up or down and set aside for reuse illuminated motorway destination sign and temporary diversion sign and remove to tip off Site 2No. tubular steel posts and foundations ref. DE03a, DE03b	no	1	£ 466.69	£ 466.69																	£ 466.69		£ 466.69	Agreed		
Take up or down and set aside for reuse illuminated no entry sign, illuminated clearway sign and left/right arrows plate and remove to tip off Site tubular steel post and foundations ref. TE07a, TE07b, TE07c (in three locations)	no	3	£ 700.04	£ 2,100.12																	£ 2,100.12		£ 700.04	Agreed		
Take up or down and set aside for reuse information sign and remove to tip off Site 2No. tubular steel posts and foundations ref. DE02	no	1	£ 180.85	£ 180.85																	£ 180.85		£ 180.85	Agreed		
Take up or down and set aside for reuse shared cycleway/footway sign and remove to tip off Site tubular steel post and foundations ref. TE36 (in four locations)	no	4	£ 180.85	£ 723.38																	£ 723.38		£ 180.85	Agreed		
Take up or down and set aside for reuse bin ref. BN1	no	1	£ 28.06	£ 28.06																	£ 28.06		£ 28.06	Agreed		
Take up or down and remove to store, or tip off Site unidentified Statutory Undertaker equipment ref. S34, S35, S56 (if required, action unknown)	no	3		Not priced																	Not priced					
Take up or down and remove to tip off Site timber bollard ref. BE10	no	1	£ 35.38	£ 35.38																	£ 35.38		£ 35.38	Agreed		
Take up or down and remove to tip off Site bollard	no	8	£ 44.13	£ 353.05																	£ 353.05		£ 44.13	Agreed		
Take up or down and remove to tip off Site lighting column including lantern and foundations	no	2	£ 484.58	£ 969.16												no	1	£ 484.58	£ 484.58		£ 1,453.74		£ 484.58	Agreed		
Take up or down and remove to tip off Site road stud	no	176	£ 0.53	£ 93.48																	£ 93.48		£ 0.53	Agreed		
Take up or down and remove to tip off Site traffic sign including one post and foundations (not referenced)	no	8	£ 180.85	£ 1,446.77																	£ 1,446.77		£ 180.85	Agreed		
Take up or down and remove to tip off Site traffic sign including three posts and foundations (not referenced)	no	1	£ 188.54	£ 188.54																	£ 188.54		£ 188.54	Agreed		
Take up or down and remove to tip off Site traffic sign including two posts and foundations (not referenced)	no	18	£ 119.39	£ 2,148.94																	£ 2,148.94		£ 119.39	Agreed		
Take up or down and remove to tip off Site gully grating and frame	no	39	£ 171.00	£ 6,669.12																	£ 6,669.12		£ 171.00	Agreed		
Take up or down and remove to store, or tip off Site electric box ref. E12 (if required, to be agreed)	no	1	£ 171.00	£ 171.00																	£ 171.00		£ 171.00	Agreed		
Take up or down and remove to store, or tip off Site telecom pole ref. TP3 (if required, to be confirmed)	no	1	£ 484.58	£ 484.58												no	1	£ 484.58	£ 484.58		£ 969.16		£ 484.58	Agreed		
Take up or down and remove to store, or tip off Site traffic sensor ref. S47 (if required, action unknown)	no	1	£ 327.21	£ 327.21																	£ 327.21		£ 327.21	Agreed		
Take up or down and remove to tip off Site existing VRS terminals	no	2	£ 200.07	£ 400.14																	£ 400.14		£ 200.07	Agreed		

Take up or down and remove to tip off Site existing lantern only on 10m lighting column to retain ref. LC26, LC27, LC28	no	3	£	484.58	£	1,453.74																	£	1,453.74		£	484.58	Agreed			
Take up or down and remove to store, or tip off Site Fire hydrant ref. H5 (if required, action unknown)																	no	1	£	171.00	£	171.00	£	171.00		£	171.00	Agreed			
Series 300: Fencing																															
Fencing, Gates and Stiles																															
Knee Rail fencing 450mm high Type F2 to LESR-ACM-XX-XX-DR-HW-027101	m	281	£	12.50	£	3,512.50	m	316	£	12.50	£	3,950.00	m	3	£	12.50	£	37.50	m	241	£	12.50	£	3,012.50	£	10,512.50	£	12.50	Agreed		
Four rail fencing 1100mm high with timber posts Type F1 to LCC Standard Detail SD/03/17	m	1,268	£	14.05	£	17,809.06	m	1,268	£	14.05	£	17,809.06	m	1,268	£	14.05	£	17,809.06	m	1,268	£	14.05	£	17,809.06	£	71,236.24	£	14.05	All Sections have the same quantity - looks suspect		
Type G1 single galvanised steel field gate 1175mm high, 4500mm wide; see LCC Standard Detail SD/3/25 & 29	no	3	£	678.40	£	2,035.20	no	3	£	678.40	£	2,035.20	no	3	£	678.40	£	2,035.20	no	3	£	678.40	£	2,035.20	£	8,140.80	£	678.40	All Sections have the same quantity - looks suspect		
Series 400: Road Restraint Systems (Vehicle and Pedestrian)																															
SAFETY BARRIERS																															
Safety barrier containment performance class N2 working width class W2 designed to be impacted on one side only straight or curved exceeding 120 metres radius							m	26	£	42.44	£	1,103.34	m	25	£	42.44	£	1,060.90							£	2,164.24	£	42.44	Agreed		
Transition from containment performance class N2 working width class W2 to containment performance class N2 working width class W1 designed to be impacted on one side only							no	2	£	1,649.03	£	3,298.06	no	2	£	1,649.03	£	3,298.06							£	3,298.06	£	1,649.03	Agreed		
Series 400: Road Restraint Systems (Vehicle and Pedestrian)																															
Terminals																															
Terminal section to existing VRS designed to be impacted on one side only	no	2	£	737.66	£	1,475.31	no	2	£	737.66	£	1,475.31	no	2	£	737.66	£	1,475.31							£	4,425.93	£	1,475.31	Agreed		
Pedestrian Pararpets, Guardrails and Handrails																															
Cycle Barrier type PG4 height unknown to LESR-ACM-XX-XX-DR-HW-027101	m	6	£	150.00	£	900.00																			£	900.00	£	150.00	Agreed		
High Visibility Pedestrian guardrail 1065mm high type E Hale Rail, to LCC Standard Detail SD/03/35, to traffic islands							m	85	£	98.37	£	8,361.03													£	8,361.03	£	98.37	Agreed		
High Visibility Pedestrian guardrail type PG2 1050mm high with 4 infill rows to LCC Standard Detail SD/03/36a, to traffic islands	m	20	£	98.37	£	1,967.30	m	95	£	98.37	£	9,344.68													£	11,311.98	£	98.37	Agreed		
Vehicle parapet containment performance class N2 working width class W1 straight or curved exceeding 50 metres radius													m	364	£	643.28	£	234,152.54							£	234,152.54	£	643.28	Agreed		
Series 500: Drainage and Service Ducts																															
Drainage Subcontract PRELIMS & OHP																															
Drainage Subcontract Prelims	sum	1	£	189,928.57	£	189,928.57	sum	1	£	189,928.57	£	189,928.57	sum	1	£	189,928.57	£	189,928.57	sum	1	£	189,928.57	£	189,928.57	£	759,714.28			42% Preliminaries considered excessive	£ 388,629.12	-£ 371,085.16
Drainage Subcontract OHP	sum	1	£	91,607.14	£	91,607.14	sum	1	£	91,607.14	£	91,607.14	sum	1	£	91,607.14	£	91,607.14	sum	1	£	91,607.14	£	91,607.14	£	366,428.56			14% considered acceptable but adjusted for adjusted rates.	£ 308,773.82	-£ 57,654.74
Drainage Temporay Surfacing reinstatement allowance	sum	1	£	26,883.00	£	26,883.00															£	26,883.00			£	26,883.00			No details		
Cleaning existing drainage systems																															
Allowance for the investigation with the existing Drainage system : CCTV/Cleaning Investigation	sum	1	£	14,351.84	£	14,351.84															£	14,351.84			£	14,351.84			No details		
Land Drainage																															

Allowance for Interface/Connections with Existing Land Drainage (Scope unknown)	sum	0	£	12,000.00	Rate only		sum	1	£	12,000.00	£	12,000.00		sum	1	£	12,000.00	£	12,000.00		sum	1	£	12,000.00	£	12,000.00		£	36,000.00			Scope unknown so effectively a contingency		
Clearing of Existing Ditches																																	
Allowance for Clearing of Existing Ditches,clearing silt and debris	m	500	£	52.78	£	26,388.54	m	500	£	52.78	£	26,388.54																£	52,777.08		£	52.78	Agreed		
Pipe Work																																	
Carrier Drain																																	
150mm																																	
150mm Pipe Depth 1.0 to 1.5	m	0	£	104.42	Rate only		m	0	£	73.85	Rate only			m	0	£	73.85	Rate only			m	0	£	73.85	Rate only							
150mm Pipe Depth 1.5 to 2.0	m	0	£	116.41	Rate only		m	0	£	80.35	Rate only			m	0	£	80.35	Rate only			m	0	£	80.35	Rate only							
150mm Pipe Depth 2.0 to 2.5	m	0	£	129.93	Rate only		m	0	£	87.96	Rate only			m	0	£	87.96	Rate only			m	0	£	87.96	Rate only							
225mm																																	
225mm Pipe Depth 1.0 to 1.5	m	49.72	£	121.56	£	6,044.11	m	121.07	£	90.99	£	11,015.65		m	211.99	£	90.99	£	19,288.09		m	95.63	£	90.99	£	8,700.97		£	45,048.82		£	90.99	Rate in Section 1 is 33% higher - requires explanation	£ 43,528.74	-£ 1,520.08
225mm Pipe Depth 1.5 to 2.0	m	23.03	£	133.55	£	3,075.61	m	87.91	£	97.49	£	8,570.46		m	115.76	£	97.49	£	11,285.59		m	69.43	£	97.49	£	6,768.82		£	29,700.48		£	97.49	Rate in Section 1 is 52% higher - requires explanation	£ 28,870.06	-£ 830.42
225mm Pipe Depth 2.0 to 2.5	m	0	£	147.07	Rate only		m	51.04	£	105.10	£	5,364.43		m	0	£	105.10	Rate only			m	12.63	£	105.10	£	1,327.44		£	6,691.87		£	105.10	Agreed		
225mm Pipe Depth 2.5 to 3.0							m	0			Not priced										m	0			Not priced								
225mm Pipe Depth 3.0 to 3.5							m	0			Not priced																						
225mm Pipe Depth 3.5 to 4.0							m	0			Not priced																						
225mm Pipe Depth 4.0 to 4.5							m	0			Not priced																						
225mm Pipe Depth 4.5 to 5.0							m	0			Not priced																						
225mm Pipe Depth 5.0 to 5.5							m	0			Not priced																						
225mm Pipe Depth 5.5 to 6.5							m	0			Not priced																						
225mm Pipe Depth 6.5 to 7.0							m	34.24			Not priced																						
225mm Pipe Depth 9.0 to 10.00																					m	32.9			Not priced								
300mm																																	
300mm Pipe Depth 1.0 to 1.5	m	139.26	£	131.38	£	18,295.92	m	99.79	£	100.80	£	10,059.08		m	0	£	100.80	Rate only			m	26.55	£	100.80	£	2,676.31		£	31,031.31		£	100.80	Rate in Section 1 is 30% higher - requires explanation	£ 26,772.80	-£ 4,258.51
300mm Pipe Depth 1.5 to 2.0	m	99.77	£	143.36	£	14,303.50	m	104.45	£	107.31	£	11,208.31		m	133.77	£	107.31	£	14,354.58		m	46.75	£	107.31	£	5,016.65		£	44,883.04		£	107.31	Rate in Section 1 is 34% higher - requires explanation	£ 41,285.86	-£ 3,597.18
300mm Pipe Depth 2.0 to 2.5	m	0	£	156.89	Rate only		m	0	£	114.92	Rate only			m	97.59	£	114.92	£	11,214.95		m	179.63	£	114.92	£	20,642.91		£	31,857.86		£	114.92	Agreed		
300mm Pipe Depth 2.5 to 3.0														m	15.37			Not priced															
375mm																																	
375mm Pipe Depth 1.0 to 1.5	m	0	£	176.99	Rate only		m	0	£	146.42	Rate only			m	0	£	146.42	Rate only			m	0	£	146.42	Rate only							
375mm Pipe Depth 1.5 to 2.0	m	0	£	188.98	Rate only		m	0	£	152.92	Rate only			m	32.36	£	152.92	£	4,948.52		m	128.25	£	152.92	£	19,612.12		£	19,612.12		£	152.92	Agreed		
375mm Pipe Depth 2.0 to 2.5	m	105.43	£	202.50	£	21,349.69	m	0	£	160.53	Rate only			m	0	£	160.53	Rate only			m	0	£	160.53	Rate only			£	21,349.69		£	160.53	Rate in Section 1 is 26% higher - requires explanation	£ 16,924.68	-£ 4,425.01
450mm																																	
450mm Pipe Depth 1.0 to 1.5	m	0	£	176.99	Rate only		m	0	£	146.42	Rate only			m	0	£	146.42	Rate only			m	0	£	146.42	Rate only							
450mm Pipe Depth 1.5 to 2.0	m	151.03	£	188.98	£	28,541.31	m	0	£	152.92	Rate only			m	0	£	152.92	Rate only			m	207.65	£	152.92	£	31,754.05		£	60,295.36		£	152.92	Rate in Section 1 is 26% higher - requires explanation	£ 57,549.56	-£ 2,745.80
450mm Pipe Depth 2.0 to 2.5	m	0	£	202.50	Rate only		m	0	£	160.53	Rate only			m	0	£	160.53	Rate only			m	150.01	£	160.53	£	24,081.43		£	24,081.43		£	160.53	Agreed		
450mm Pipe Depth 2.5 to 3.0																					m	36.69			Not priced								
450mm Pipe Depth 3.0 to 3.5																					m	100.44			Not priced								

450mm Pipe Depth 3.5 to 4.0													m	130.82		Not priced					
450mm Pipe Depth 4.0 to 4.5													m	0		Not priced					
450mm Pipe Depth 4.5 to 5.0													m	0		Not priced					
450mm Pipe Depth 5.0 to 5.5													m	0		Not priced					
450mm Pipe Depth 5.5 to 6.0													m	24.79		Not priced					
525mm																					
525mm Pipe Depth 1.0 to 1.5	m	0	£ 193.88	Rate only	m	0	£ 163.30	Rate only	m	0	£ 163.30	Rate only	m	0	£ 163.30	Rate only					
525mm Pipe Depth 1.5 to 2.0	m	71.46	£ 205.86	£ 14,710.93	m	0	£ 169.81	Rate only	m	0	£ 169.81	Rate only	m	0	£ 169.81	Rate only	£ 14,710.93	£ 169.81	Rate in Section 1 is 26% higher - requires explanation	£ 12,134.63	-£ 2,576.30
525mm Pipe Depth 2.0 to 2.5	m	0	£ 219.39	Rate only	m	0	£ 177.42	Rate only	m	0	£ 177.42	Rate only	m	0	£ 177.42	Rate only					
600mm																					
600mm Pipe Depth 1.0 to 1.5	m	0	£ 216.50	Rate only	m	0	£ 185.92	Rate only	m	0	£ 185.92	Rate only	m	0	£ 185.92	Rate only					
600mm Pipe Depth 1.5 to 2.0	m	0	£ 228.48	Rate only	m	87.13	£ 192.43	£ 16,766.22	m	0	£ 192.43	Rate only	m	40.7	£ 192.43	£ 7,831.80					
600mm Pipe Depth 2.0 to 2.5	m	41.61	£ 242.01	£ 10,069.94	m	102.44	£ 200.04	£ 20,491.97	m	0	£ 200.04	Rate only	m	0	£ 200.04	Rate only	£ 30,561.91	£ 200.04	Rate in Section 1 is 26% higher - requires explanation	£ 28,815.63	-£1,746.28
600mm Pipe Depth 2.5 to 3.0	m	0	£ 261.61	Rate only	m	19.78	£ 210.62	£ 4,166.10									£ 4,166.10	£ 210.62	Agreed		
600mm Pipe Depth 3.0 to 3.5	m	37.13	£ 283.93	£ 10,542.27	m	19.15	£ 223.18	£ 4,273.91									£ 14,816.18		Rate in Section 1 is 27% higher - requires explanation	£ 12,560.58	-£ 2,255.60
600mm Pipe Depth 3.5 to 4.0					m	0		Not priced													
600mm Pipe Depth 4.0 to 4.5					m	0		Not priced													
675mm																					
675mm Pipe Depth 1.0 to 1.5	m	0	£ 248.79	Rate only	m	0	£ 218.21	Rate only	m	0	£ 306.06	Rate only	m	0	£ 218.21	Rate only					
675mm Pipe Depth 1.5 to 2.0	m	0	£ 260.78	Rate only	m	12.54	£ 224.72	£ 2,817.98	m	0	£ 312.56	Rate only	m	0	£ 224.72	Rate only	£ 2,817.98	£ 224.72	Agreed		
675mm Pipe Depth 2.0 to 2.5	m	0	£ 274.30	Rate only	m	0	£ 232.33	Rate only	m	0	£ 320.18	Rate only	m	0	£ 232.33	Rate only					
675mm Pipe Depth 3.0 to 3.5					m	0		Not priced													
675mm Pipe Depth 3.5 to 4.0					m	0		Not priced													
675mm Pipe Depth 4.0 to 4.5					m	18.14		Not priced													
900mm																					
900mm Pipe Depth 1.0 to 1.5	m	0	£ 336.64	Rate only	m	0	£ 306.06	Rate only	m	0	£ 306.06	Rate only	m	0	£ 306.06	Rate only					
900mm Pipe Depth 1.5 to 2.0	m	0	£ 348.62	Rate only	m	0	£ 312.56	Rate only	m	0	£ 312.56	Rate only	m	0	£ 312.56	Rate only					
900mm Pipe Depth 2.0 to 2.5	m	0	£ 362.15	Rate only	m	0	£ 320.18	Rate only	m	0	£ 320.18	Rate only	m	20.48	£ 320.18	£ 6,557.21	£ 6,557.21	£ 320.18	Agreed		
1200mm																					
1200mm Pipe Depth 1.0 to 1.5	m	0	£ 474.31	Rate only	m	0	£ 443.73	Rate only	m	0	£ 443.73	Rate only	m	0	£ 443.73	Rate only					
1200mm Pipe Depth 1.5 to 2.0	m	0	£ 486.29	Rate only	m	0	£ 450.23	Rate only	m	0	£ 450.23	Rate only	m	0	£ 450.23	Rate only					
1200mm Pipe Depth 2.0 to 2.5	m	0	£ 499.81	Rate only	m	0	£ 457.85	Rate only	m	0	£ 457.85	Rate only	m	0	£ 457.85	Rate only					
1200mm Pipe Depth 2.5 to 3.0													m	100.17		Not priced					
EXCAVATION IN HARD MATERIAL																					
For Surface Drain																					
Extra over any item of drainage for excavation in hard material	m3	35.9	£ 36.46	£ 1,309.09													£ 1,309.09	£ 36.46	Agreed		
Filter Drain																					
150mm																					
Filter Drain : 150mm Pipe Depth 1.0 to 1.5	m	209.33	£ 72.50	£ 15,176.15	m	274.14	£ 72.50	£ 19,874.79	m	150.74	£ 72.50	£ 10,928.45	m	322.83	£ 72.50	£ 23,404.75	£ 69,384.14	£ 72.50	Agreed		
Filter Drain : 150mm Pipe Depth 1.5 to 2.0	m	80.37	£ 74.89	£ 6,018.63	m	13.45	£ 74.89	£ 1,007.22	m	135.53	£ 74.89	£ 10,149.37	m	188.31	£ 74.89	£ 14,101.87	£ 31,277.09	£ 74.89	Agreed		

Filter Drain : 150mm Pipe Depth 2.0 to 2.5	m	0	£ 91.32	Rate only	m	0	£ 91.32	Rate only	m	0	£ 91.32	Rate only	m	0	£ 91.32	Rate only						
225mm																						
Filter Drain : 225mm Pipe Depth 1.0 to 1.5	m	0	£ 86.63	Rate only	m	0	£ 86.63	Rate only	m	0	£ 86.63	Rate only	m	64.13	£ 86.63	£ 5,555.72	£ 5,555.72		£ 86.63	Agreed		
Filter Drain : 225mm Pipe Depth 1.5 to 2.0	m	21.7	£ 92.78	£ 2,013.42	m	65.43	£ 92.78	£ 6,070.89	m	0	£ 92.78	Rate only	m	17.29	£ 92.78	£ 1,604.25	£ 9,688.56		£ 92.78	Agreed		
Filter Drain : 225mm Pipe Depth 2.0 to 2.5	m	0	£ 111.48	Rate only	m	71.99	£ 111.48	£ 8,025.36	m	0	£ 111.48	Rate only	m	89.8	£ 111.48	£ 10,010.80	£ 18,036.16		£ 111.48	Agreed		
300mm																						
Filter Drain : 300mm Pipe Depth 1.0 to 1.5	m	0	£ 86.87	Rate only	m	97.33	£ 86.87	£ 8,455.14	m	0	£ 86.87	Rate only	m	33.85	£ 86.87	£ 2,940.58	£ 11,395.72		£ 86.87	Agreed		
Filter Drain : 300mm Pipe Depth 1.5 to 2.0	m	135.07	£ 107.61	£ 14,535.05	m	21.54	£ 107.61	£ 2,317.95	m	0	£ 107.61	Rate only	m	84.15	£ 107.61	£ 9,055.48	£ 25,908.48		£ 107.61	Agreed		
Filter Drain : 300mm Pipe Depth 2.0 to 2.5	m	58.67	£ 129.32	£ 7,587.04	m	0	£ 129.32	Rate only	m	0	£ 129.32	Rate only	m	0	£ 129.32	Rate only	£ 7,587.04		£ 129.32	Agreed		
EXCAVATION IN HARD MATERIAL																						
For Filter Drain																						
Extra over any item of drainage for excavation in hard material	m3	25.54	£ 36.46	£ 931.31													£ 931.31		£ 36.46	Agreed		
Kerb Drainage Units																						
Mini Beaney Block																						
360mm Mini Beaney Block	m	46.5	£ 141.79	£ 6,593.28	m	72.7	£ 141.79	£ 10,308.21	m	0	£ 141.79	Rate only	m	0	£ 141.79	Rate only	£ 16,901.49		£ 141.79	Agreed		
225mm Concrete Surround Outfall Pipe	m	7	£ 72.18	£ 505.28	m	8.1	£ 72.18	£ 584.69	m	0	£ 72.18	Rate only	m	0	£ 72.18	Rate only	£ 1,089.97		£ 72.18	Agreed		
Beaney Block																						
295mm Beaney Box	m	471	£ 141.79	£ 66,783.56	m	0	£ 141.79	Rate only	m	0	£ 141.79	Rate only	m	0	£ 141.79	Rate only	£ 66,783.56		£ 141.79	Agreed		
225mm Concrete Surround Outfall Pipe	m	81	£ 72.18	£ 5,846.87	m	0	£ 72.18	Rate only	m	0	£ 72.18	Rate only	m	0	£ 72.18	Rate only	£ 5,846.87		£ 72.18	Agreed		
Bridge Drainage Units																						
Bridge Drainage Units																						
BDU Type:-Fast Flow	m	0	£ 70.14	Rate only	m	362	£ 70.14	£ 25,390.18	m	0	£ 70.14	Rate only	m	0	£ 70.14	Rate only	£ 25,390.18		£ 70.14	Agreed		
225mm Concrete Surround Outfall Pipe					m	9.9	£ 72.18	£ 714.62	m	0	£ 72.18	Rate only	m	0	£ 72.18	Rate only	£ 714.62		£ 72.18	Agreed		
Manholes																						
Type CP1 Chamber in accordance with LCC SD5/19A unless otherwise stated																						
Type CP1 Deep Chamber in accordance with LCC SD/5/19A.																						
1200mm Dia Catchpit																						
CP1 1200mm dia 1.0-2.0	no	20	£ 2,836.21	£ 56,724.12	no	27	£ 2,626.20	£ 70,907.38	no	27	£ 2,626.20	£ 70,907.38	no	36	£ 2,626.20	£ 94,543.17	£ 293,082.05		£ 2,626.20	Rate in Section 1 is 8% higher - requires explanation	£ 288,881.93	-£ 4,200.12
CP1 1200mm dia 2.0-3.0	no	3	£ 4,028.62	£ 12,085.85	no	0	£ 3,720.93	Rate only	no	2	£ 3,720.93	£ 7,441.86	no	9	£ 3,720.93	£ 33,488.39	£ 53,016.10		£ 3,720.93	Rate in Section 1 is 8% higher - requires explanation	£ 52,093.04	-£ 923.06
CP1 1200mm dia 3.0-4.0	no	0	£ 5,221.03	Rate only	no	2	£ 4,815.66	£ 9,631.33	no	1	£ 4,815.66	£ 4,815.66	no	0	£ 4,815.66	Rate only						
CP1 1200mm dia 4.0-5.0	no	0	£ 6,413.44	Rate only	no	0	£ 5,910.40	Rate only	no	0	£ 5,910.40	Rate only	no	0	£ 5,910.40	Rate only						
CP1 1200mm dia 5.0-6.0	no	0	£ 7,605.85	Rate only	no	0	£ 7,005.13	Rate only	no	0	£ 7,005.13	Rate only	no	0	£ 7,005.13	Rate only						
1350mm Dia Catchpit																						
CP1 1350mm dia 1.0-2.0	no	2	£ 3,272.96	£ 6,545.92	no	0	£ 3,032.52	Rate only	no	1	£ 3,032.52	£ 3,032.52	no	4	£ 3,032.52	£ 12,130.08	£ 21,708.52		£ 3,032.52	Rate in Section 1 is 8% higher - requires explanation	£ 21,227.64	-£ 480.88
CP1 1350mm dia 2.0-3.0	no	2	£ 4,597.94	£ 9,195.88	no	0	£ 4,249.67	Rate only	no	0	£ 4,249.67	Rate only	no	4	£ 4,249.67	£ 16,998.69	£ 23,544.61		£ 4,249.67	Rate in Section 1 is 8% higher - requires explanation	£ 22,848.07	-£ 696.54
CP1 1350mm dia 3.0-4.0	no	0	£ 5,922.92	Rate only	no	0	£ 5,466.83	Rate only	no	0	£ 5,466.83	Rate only	no	4	£ 5,466.83	£ 21,867.31	£ 21,867.31					
CP1 1350mm dia 4.0-5.0	no	0	£ 7,247.89	Rate only	no	0	£ 6,683.98	Rate only	no	0	£ 6,683.98	Rate only	no	0	£ 6,683.98	Rate only						
CP1 1350mm dia 5.0-6.0	no	0	£ 8,572.87	Rate only	no	0	£ 7,901.14	Rate only	no	0	£ 7,901.14	Rate only	no	1	£ 7,901.14	£ 7,901.14	£ 7,901.14					
1500mm Dia Catchpit																						
CP1 1500mm dia 1.0-2.0	no	2	£ 3,571.29	£ 7,142.59	no	3	£ 3,305.86	£ 9,917.58	no	0	£ 3,305.86	Rate only	no	6	£ 3,305.86	£ 19,835.15	£ 36,895.32		£ 3,305.86	Rate in Section 1 is 8% higher - requires explanation	£ 36,742.86	-£ 152.46

CP1 1500mm dia 2.0-3.0	no	1	£	5,015.28	£	5,015.28	no	3	£	4,630.81	£	13,892.44	no	0	£	4,630.81	Rate only	no	4	£	4,630.81	£	18,523.25	£	37,430.97	£	4,630.81	Rate in Section 1 is 8% higher - requires explanation	£	37,019.50	-£	411.47
CP1 1500mm dia 3.0-4.0	no	1	£	6,459.26	£	6,459.26	no	1	£	5,955.77	£	5,955.77	no	0	£	5,955.77	Rate only	no	4	£	5,955.77	£	23,823.07	£	36,238.10	£	5,955.77	Rate in Section 1 is 8% higher - requires explanation	£	35,734.62	-£	503.48
CP1 1500mm dia 4.0-5.0	no	0	£	7,903.24	Rate only		no	1	£	7,280.72	£	7,280.72	no	0	£	7,280.72	Rate only	no	0	£	7,280.72	Rate only											
CP1 1500mm dia 5.0-6.0	no	0	£	9,347.23	Rate only		no	0	£	8,605.67	Rate only		no	0	£	8,605.67	Rate only	no	1	£	8,605.67	£	8,605.67	£	8,605.67	£	8,605.67	Agreed				
1800mm Dia Catchpit																																		
CP1 1800mm dia 1.0-2.0	no	0	£	5,678.21	Rate only		no	0	£	5,362.15	Rate only		no	0	£	5,362.15	Rate only	no	0	£	5,362.15	Rate only											
CP1 1800mm dia 2.0-3.0	no	0	£	7,378.75	Rate only		no	0	£	6,920.95	Rate only		no	0	£	6,920.95	Rate only	no	1	£	6,920.95	£	6,920.95	£	6,920.95	£	6,920.95	Agreed				
CP1 1800mm dia 3.0-4.0	no	0	£	9,028.47	Rate only		no	0	£	8,428.93	Rate only		no	0	£	8,428.93	Rate only	no	0	£	8,428.93	Rate only											
CP1 1800mm dia 4.0-5.0	no	0	£	10,460.14	Rate only		no	0	£	9,718.88	Rate only		no	0	£	9,718.88	Rate only	no	0	£	9,718.88	Rate only											
CP1 1800mm dia 5.0-6.0	no	0	£	11,891.82	Rate only		no	0	£	11,008.82	Rate only		no	0	£	11,008.82	Rate only	no	0	£	11,008.82	Rate only											
2100mm Dia Catchpit																																		
CP1 2100mm dia 1.0-2.0	no	0	£	6,872.09	Rate only		no	0	£	6,501.08	Rate only		no	0	£	6,501.08	Rate only	no	0	£	6,501.08	Rate only											
CP1 2100mm dia 2.0-3.0	no	0	£	9,015.44	Rate only		no	0	£	8,478.06	Rate only		no	0	£	8,478.06	Rate only	no	3	£	8,478.06	£	25,434.19	£	25,434.19	£	8,478.06	Agreed				
CP1 2100mm dia 3.0-4.0	no	0	£	11,135.04	Rate only		no	0	£	10,431.30	Rate only		no	0	£	10,431.30	Rate only	no	0	£	10,431.30	Rate only											
CP1 2100mm dia 4.0-5.0	no	0	£	12,832.17	Rate only		no	0	£	11,962.05	Rate only		no	0	£	11,962.05	Rate only	no	0	£	11,962.05	Rate only											
CP1 2100mm dia 5.0-6.0	no	0	£	14,529.29	Rate only		no	0	£	13,492.80	Rate only		no	0	£	13,492.80	Rate only	no	0	£	13,492.80	Rate only											
Gullies																																		
ROAD GULLY	no	32	£	330.87	£	10,587.77	no	74	£	330.87	£	24,484.22	no	77	£	330.87	£	25,476.82	no	115	£	330.87	£	38,049.79	£	98,598.60	£	330.87	Agreed				
150mm Concrete Surround Gully Outfall Pipe	m	160	£	65.90	£	10,543.60	m	370	£	65.90	£	24,382.07	m	385	£	65.90	£	25,370.53	m	575	£	65.90	£	37,891.05	£	98,187.25	£	65.90	Agreed				
Headwalls																																		
1-HW																																		
1-HW 1: Althon H50C	no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only	no	0	£	2,444.01	Rate only											
1-HW 2: Althon H50C	no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only	no	0	£	2,444.01	Rate only											
1-HW 3: Concrete Bagwork	no	0	£	264.32	Rate only		no	0	£	264.32	Rate only		no	0	£	264.32	Rate only	no	0	£	264.32	Rate only											
1-HW 4: Althon H6C A	no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only	no	0	£	2,896.83	Rate only											
1-HW 5: Althon H6C A	no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only	no	0	£	2,896.83	Rate only											
1-HW 6: Althon H6C A	no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only	no	0	£	2,896.83	Rate only											
1-HW 7: Althon H6C A	no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only	no	0	£	2,896.83	Rate only											
1-HW 8: Althon CH28C B	no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only	no	0	£	8,669.20	Rate only											
1-HW 9: Althon CH28C B	no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only	no	0	£	8,669.20	Rate only											
1-HW10: Althon CH28C B	no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only	no	0	£	8,669.20	Rate only											
1-HW11: Althon CH28C B	no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only	no	0	£	8,669.20	Rate only											
1-HW12: Althon CH28C B?	no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only		no	0	£	8,669.20	Rate only	no	0	£	8,669.20	Rate only											
2-HW																																		
2-HW 1: Althon H50C	no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only	no	0	£	2,444.01	Rate only											
2-HW 2: Althon H50C	no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only		no	0	£	2,444.01	Rate only	no	0	£	2,444.01	Rate only											
2-HW 3: Concrete Bagwork	no	0	£	264.32	Rate only		no	0	£	264.32	Rate only		no	0	£	264.32	Rate only	no	0	£	264.32	Rate only											
2-HW 4: Althon H20C C	no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only	no	0	£	8,164.90	Rate only											
2-HW 5: Althon H20C C	no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only	no	0	£	8,164.90	Rate only											
2-HW 6: Althon H20C C	no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only	no	0	£	8,164.90	Rate only											
2-HW 7: Althon H20C C	no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only		no	0	£	8,164.90	Rate only	no	0	£	8,164.90	Rate only											
2-HW 8: Althon H6C A	no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only		no	0	£	2,896.83	Rate only	no	0	£	2,896.83	Rate only											

2-HW 9: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
2-HW10:	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
3-HW																			
GR-HW1	no	0		Not priced	no	0		Not priced	no	0		Not priced	no	1		Not priced			
3-HW 1: Althon H50C	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	1	£ 2,444.01	£ 2,444.01	£ 2,444.01	£ 2,444.01	Agreed
3-HW 2: Althon H50C	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	1	£ 2,444.01	£ 2,444.01	£ 2,444.01	£ 2,444.01	Agreed
3-HW 3: Concrete Bagwork	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only	no	1	£ 264.32	£ 264.32	£ 264.32	£ 264.32	Agreed
3-HW 4: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	£ 2,896.83	£ 2,896.83	Agreed
3-HW 5: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	£ 2,896.83	£ 2,896.83	Agreed
3-HW 6: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	£ 2,896.83	£ 2,896.83	Agreed
3-HW 7: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	£ 2,896.83	£ 2,896.83	Agreed
3-HW 8: Althon H20C C	no	0	£ 8,164.90	Rate only	no	0	£ 8,164.90	Rate only	no	0	£ 8,164.90	Rate only	no	1	£ 8,164.90	£ 8,164.90	£ 8,164.90	£ 8,164.90	Agreed
3-HW 9: Althon H20C C	no	0	£ 8,164.90	Rate only	no	0	£ 8,164.90	Rate only	no	0	£ 8,164.90	Rate only	no	1	£ 8,164.90	£ 8,164.90	£ 8,164.90	£ 8,164.90	Agreed
4-HW																			
4-HW 1: Althon H50C	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	1	£ 2,444.01	£ 2,444.01	no	1	£ 2,444.01	£ 2,444.01	£ 4,888.02	£ 2,444.01	Agreed
4-HW 2: Althon H50C	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	1	£ 2,444.01	£ 2,444.01	£ 2,444.01	£ 2,444.01	Agreed
4-HW 3: Concrete Bagwork	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only	no	1	£ 264.32	£ 264.32	£ 264.32	£ 264.32	Agreed
4-HW 4: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	3	£ 2,896.83	£ 8,690.50	no	0	£ 2,896.83	Rate only			
4-HW 5: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	3	£ 2,896.83	£ 8,690.50	no	0	£ 2,896.83	Rate only			
5-HW																			
5-HW 1: Althon H50C	no	0	£ 2,444.01	Rate only	no	1	£ 2,444.01	£ 2,444.01	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only			
5-HW 2: Althon H50C	no	0	£ 2,444.01	Rate only	no	2	£ 2,444.01	£ 4,888.03	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only			
5-HW 3: Concrete Bagwork	no	0	£ 264.32	Rate only	no	2	£ 264.32	£ 528.63	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only			
5-HW 4: Althon H6C A	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
5-HW 5: Althon H6C A	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
5-HW 6: Althon H6C A	no	0	£ 2,896.83	Rate only	no	2	£ 2,896.83	£ 5,793.67	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
5-HW 7: Althon H6C A	no	0	£ 2,896.83	Rate only	no	2	£ 2,896.83	£ 5,793.67	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
5-HW 8:	no	0	£ 2,896.83	Rate only	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
6-HW																			
6-HW 1: Althon H50C	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only			
6-HW 2: Althon H50C	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only	no	0	£ 2,444.01	Rate only			
6-HW 3: Concrete Bagwork	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only	no	0	£ 264.32	Rate only			
6-HW 4: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
6-HW 5: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
6-HW 6: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
6-HW 7: Althon H6C A	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only			
6-HW 8: Althon H6C A	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	£ 2,896.83	£ 2,896.83	Agreed
6-HW 9: Althon H6C A	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	£ 2,896.83	£ 2,896.83	Agreed
6-HW 10: Althon H6C A	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	£ 2,896.83	£ 2,896.83	Agreed
6-HW 11: Althon H6C A	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	£ 2,896.83	£ 2,896.83	Agreed
6-HW 12: Althon H6C A	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	£ 2,896.83	£ 2,896.83	Agreed
6-HW 13: Althon H6C A	no	1	£ 2,896.83	£ 2,896.83	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	no	0	£ 2,896.83	Rate only	£ 2,896.83	£ 2,896.83	Agreed

Drainage Ditches																											
Drainage Ditches:Bed Width 0.3m,Depth 0.6m,Side Slope2.0m	m	760	£ 26.13	£ 19,861.56		m	600	£ 26.13	£ 15,680.18		m	1,200	£ 26.13	£ 31,360.36		m	1,315	£ 26.13	£ 34,365.73		£ 101,267.83		£ 26.13		Agreed		
Flow control																											
E/O HydroBrake: 88mm	sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	1	£ 2,836.37	£ 2,836.37		£ 2,836.37		£ 2,836.37		Agreed		
E/O HydroBrake: 94mm	sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	1	£ 2,836.37	£ 2,836.37		£ 2,836.37		£ 2,836.37		Agreed		
E/O HydroBrake:106mm	sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	1	£ 2,836.37	£ 2,836.37		£ 2,836.37		£ 2,836.37		Agreed		
E/O HydroBrake:111mm	sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	1	£ 2,836.37	£ 2,836.37		£ 2,836.37		£ 2,836.37		Agreed		
E/O HydroBrake:113mm	sum	0	£ 2,836.37	Rate only		sum	1	£ 2,836.37	£ 2,836.37		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		£ 2,836.37		£ 2,836.37		Agreed		
E/O HydroBrake:115mm	sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only								
E/O HydroBrake:119mm	sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	1	£ 2,836.37	£ 2,836.37		£ 2,836.37		£ 2,836.37		Agreed		
E/O HydroBrake:176mm	sum	1	£ 2,836.37	£ 2,836.37		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		sum	0	£ 2,836.37	Rate only		£ 2,836.37		£ 2,836.37		Agreed		
Culverts																											
Proposed Culvert Dia : 300mm dia	m	0	£ 113.22	Rate only		m	0	£ 113.22	Rate only		m	0	£ 113.22	Rate only		m	72.5	£ 113.22	£ 8,208.59		£ 8,208.59		£ 113.22		Agreed		
Proposed Culvert Dia : 450mm dia	m	25.7	£ 158.84	£ 4,082.06		m	63.7	£ 158.84	£ 10,117.79		m	35.8	£ 158.84	£ 5,686.30		m	0	£ 158.84	Rate only		£ 19,886.15		£ 158.84		Agreed		
Proposed Culvert Dia : 600mm dia	m	53.2	£ 198.34	£ 10,551.78		m	29.8	£ 198.34	£ 5,910.58		m	0	£ 198.34	Rate only		m	0	£ 198.34	Rate only		£ 16,462.36		£ 198.34		Agreed		
Proposed Culvert Dia : 1500mm dia	m	0	£ 777.54	Rate only		m	0	£ 777.54	Rate only		m	0	£ 777.54	Rate only		m	20	£ 777.54	£ 15,550.87		£ 15,550.87		£ 777.54		Agreed		
Proposed Culvert Dia : 2x1m Box	m	0	£ 2,387.44	Rate only		m	0	£ 2,387.44	Rate only		m	0	£ 2,387.44	Rate only		m	0	£ 2,387.44	Rate only								
Series 600: Earthworks																											
Earthworks Subcontract PRELIMS & OHP: Spine																											
Earthworks Subcontract Prelims	sum	1	£ 230,285.71	£ 230,285.71		sum	1	£ 230,285.71	£ 230,285.71		sum	1	£ 230,285.71	£ 230,285.71		sum	1	£ 230,285.71	£ 230,285.71		£ 921,142.84				OK subject to satisfactory explanation of costs without detailed break down		
Earthworks Subcontract OHP	sum	1	£ 259,837.50	£ 259,837.50		sum	1	£ 259,837.50	£ 259,837.50		sum	1	£ 259,837.50	£ 259,837.50		sum	1	£ 259,837.50	£ 259,837.50		£ 1,039,350.00				OK subject to satisfactory explanation of costs without detailed break down		
Earthworks Subcontract Plant and Labour not in rates	sum	1	£ 76,736.94	£ 76,736.94		sum	1	£ 76,736.94	£ 76,736.94		sum	1	£ 76,736.94	£ 76,736.94		sum	1	£ 76,736.94	£ 76,736.94		£ 306,947.76				Agreed		
Earthworks Method Related																											
Not included in Temporay works schedule																											
Instrumentaion and Monitoring of Settlement																											
Instrumentaion and Monitoring of Settlement	sum	0	£ 5,000.00	Rate only		sum	0	£ 5,000.00	Rate only		sum	0	£ 5,000.00	Rate only		sum	0	£ 5,000.00	Rate only								
Works to Water courses	sum	0		Not priced		sum	1	£ 50,000.00	£ 50,000.00		sum	0		Not priced		sum	1	£ 15,000.00	£ 15,000.00		£ 15,000.00				Agreed		
Works to PROWS	sum	0	£ 2,500.00	Rate only		sum	1	£ 2,500.00	£ 2,500.00		sum	1	£ 2,500.00	£ 2,500.00		sum	1	£ 2,500.00	£ 2,500.00		£ 10,000.00				Agreed		
Topsoil																											
Not measured for this Budget																											
Excavation of Acceptable Material Class 5A in Cutting and other excavation	m3	0	£ 4.74	Rate only		m3	13,910	£ 4.74	£ 65,963.94		m3	13,910	£ 4.74	£ 65,963.94		m3	13,910	£ 4.74	£ 65,963.94		£ 197,891.82		£ 4.74		Agreed		
Excavation																											
Excavation of Acceptable Material excluding Class 5A in cutting and other excavation 0 metres to 3 metres in depth	m3	16,033	£ 1.05	£ 16,801.90		m3	4,440	£ 1.05	£ 4,652.93		m3	1,735	£ 1.05	£ 1,818.21		m3	5,262	£ 1.05	£ 5,514.35		£ 28,787.39		£ 1.05		Agreed		
Breaking up of Hard Material																											
E/O Breaking up of redundant surfacing	m2	17,816	£ 2.76	£ 49,199.42												m3	0		Not priced		£ 49,199.42		£ 2.76		Agreed		
Deposition																											
Deposition Acceptable Material in Embankments and other areas of Fill	m3	4,674	£ 2.00	£ 9,365.12		m3	4,440	£ 2.00	£ 8,896.26		m3	1,735	£ 2.00	£ 3,476.35		m3	5,262	£ 2.00	£ 10,543.27		£ 32,281.00		£ 2.00		Agreed		

Deposition Acceptable Material in Landscaping Areas	m3	0	£ 2.00	Rate only		m3	0	£ 2.00	Rate only		m3	0	£ 2.00	Rate only		m3	0	£ 2.00	Rate only											
Deposition Acceptable Material in Environmental Bunds	m3	0	£ 2.00	Rate only		m3	0	£ 2.00	Rate only		m3	0	£ 2.00	Rate only		m3	0	£ 2.00	Rate only											
Disposal																													
Disposal of Material off site	m3	5,302	£ 21.39	£ 113,426.22			0		Not priced			0		Not priced			0		Not priced		£ 113,426.22		£ 21.39	Agreed					
Disposal of Material off site:Surfacing	m3	6,057	£ 23.08	£ 139,795.56																	£ 139,795.56		£ 23.08	Agreed					
Disposal of Material off site: 10% allowance for Unacceptable Class U1A	m3	605	£ 69.23	£ 41,884.15																	£ 41,884.15		£ 69.23	Agreed					
																							#						
Compaction of Fill																													
Compaction of Acceptable Material in Embankments and other areas of Fill	m3	4,674	£ 0.86	£ 4,041.73		m3	4,440	£ 0.86	£ 3,839.39		m3	1,735	£ 0.86	£ 1,500.30		m3	5,262	£ 0.86	£ 4,550.19		£ 13,931.61		£ 0.86	Agreed					
Compaction of Acceptable Material in Landscaping areas	m3	0	£ 0.86	Rate only		m3	0	£ 0.86	Rate only		m3	0	£ 0.86	Rate only		m3	0	£ 0.86	Rate only											
Compaction of Acceptable Material in Environmental Bunds	m3	0	£ 0.86	Rate only		m3	0	£ 0.86	Rate only		m3	0	£ 0.86	Rate only		m3	0	£ 0.86	Rate only											
Compaction of Imported 6C	m3	0	£ 1.73	Rate only		m3	3,542	£ 1.73	£ 6,125.73		m3	11,565	£ 1.73	£ 20,001.13		m3	0	£ 1.73	Rate only		£ 26,126.86		£ 1.73	Agreed					
Compaction of Imported 6F2	m3	4,276	£ 1.73	£ 7,395.14		m3	1,839	£ 1.73	£ 3,180.47		m3	1,341	£ 1.73	£ 2,319.20		m3	2,754	£ 1.73	£ 4,762.92		£ 17,657.73		£ 1.73	Agreed					
Compaction of Imported Type 1	m3	5,701	£ 1.73	£ 9,859.62		m3	2,452	£ 1.73	£ 4,240.62		m3	1,788	£ 1.73	£ 3,092.26		m3	3,672	£ 1.73	£ 6,350.55		£ 23,543.05		£ 1.73	Agreed					
Imported																													
Including Compaction																													
Imported 6C	m3	0	£ 44.19	Rate only		m3	3,542	£ 44.19	£ 156,510.35		m3	11,565	£ 44.19	£ 511,022.66		m3	0	£ 44.19	Rate only		£ 667,533.01		£ 44.19	Agreed					
Imported 6F2 to capping Layer	m3	4,276	£ 39.16	£ 167,448.16		m3	1,839	£ 39.16	£ 72,015.24		m3	1,341	£ 39.16	£ 52,513.56		m3	2,754	£ 39.16	£ 107,846.64		£ 399,823.60		£ 39.16	Agreed					
Imported Type 1 Layer	m3	5,701	£ 36.10	£ 205,806.10		m3	2,452	£ 36.10	£ 88,517.20		m3	1,788	£ 36.10	£ 64,546.80		m3	3,672	£ 36.10	£ 132,559.20		£ 491,429.30		£ 36.10	Agreed					
Topsoiling and storage of Topsoil																													
Not measured for this Budget																													
Topsoiling 150mm Thick,Surfaces sloping 10 Degrees or Less to the Horizontal						m2	17,901	£ 0.43	£ 7,640.10		m2	17,901	£ 0.43	£ 7,640.10		m2	17,901	£ 0.43	£ 7,640.10		£ 22,920.30		£ 0.43	Agreed					
Topsoiling 260mm Thick,Surfaces sloping 10 Degrees or Less to the Horizontal	m2	0	£ 0.74	Rate only																									
Topsoiling 260mm Thick,Surfaces sloping at more than 10 Degrees to the Horizontal	m2	0	£ 0.74	Rate only																									
Topsoiling 300mm Thick,Surfaces sloping at more than 10 Degrees to the Horizontal						m2	17,901	£ 0.85	£ 15,280.21		m2	17,901	£ 0.85	£ 15,280.21		m2	17,901	£ 0.85	£ 15,280.21		£ 45,840.63		£ 0.85	Agreed					
Permanent Storage of Topsoil	m3	0	£ 3.69	Rate only		m3	8,540	£ 3.69	£ 31,522.39		m3	8,540	£ 3.69	£ 31,522.39		m3	8,540	£ 3.69	£ 31,522.39		£ 94,567.17		£ 3.69	Agreed					
Completion of Formation and Sub formation																													
PQS Note : No Detail of Form or Sub Formation unknown																													
Completion of Formation	m2	0	£ 0.35	Rate only		m2	0	£ 0.35	Rate only		m2	0	£ 0.35	Rate only		m2	0	£ 0.35	Rate only											
Completion of formation on surface immediately beneath the subbase on new carriageway construction	m2	17,816	£ 0.35	£ 6,162.39		m2	7,664	£ 0.35	£ 2,650.91		m2	5,588	£ 0.35	£ 1,932.84		m2	11,476	£ 0.35	£ 3,969.44		£ 14,715.58		£ 0.35	Agreed					
Completion of formation on surface immediately beneath the subbase on new footpath construction	m2	5,631	£ 0.22	£ 1,253.63		m2	2,103	£ 0.22	£ 468.19		m2	4,776	£ 0.22	£ 1,063.28		m2	6,915	£ 0.22	£ 1,539.49		£ 4,324.59		£ 0.22	Agreed					

Completion of formation; sterilisation by spraying with total eradicator weedkiller comprising of sodium chlorate solution or similar approved by the overseeing organisation on new footpath construction	m2	5,631	£	0.26	£	1,449.98	m2	2,103	£	0.26	£	541.52	m2	4,776	£	0.26	£	1,229.82	m2	6,915	£	0.26	£	1,780.61	£	5,001.93					
Earthworks Imported Fill Differential																															
Earthworks Imported Fill Differential																			sum	1	£	2,900,000.00	£	2,900,000.00	£	2,900,000.00		£	2,900,000.00	No details	
Series 700: Pavements																															
Night time work Uplift																															
Night time work Uplift	sum	1	£	230,479.40	£	230,479.40	sum	0	£	-			sum	0	£	-			sum	1	£	43,728.16	£	43,728.16	£	274,207.56		£	274,207.56	No details	
Additional Visits	visit	1	£	1,802.50	£	1,802.50	visit	2	£	1,802.50	£	3,605.00	visit	1	£	1,802.50	£	1,802.50	visit	2	£	1,802.50	£	3,605.00	£	10,815.00		£	1,802.50	Agreed	
Green Area																															
Type P3:-340mm thick bituminous material																															
Base course 230mm AC32 HDM Base 40/60 des	m2	17,816	£	36.40	£	648,505.96	m2	3,013	£	33.39	£	100,611.90	m2	5,588	£	33.39	£	186,597.85							£	935,715.71		£	33.39	Rate in Section 1 is 9% higher - requires explanation	£ 882,085.99	-£ 53,629.72
Binder course 60mm AC20 HDM Bin 40/60 des	m2	17,816	£	10.45	£	186,257.37	m2	3,013	£	9.69	£	29,202.90	m2	5,588	£	9.69	£	54,160.57							£	269,620.84		£	9.69	Rate in Section 1 is 8% higher - requires explanation	£ 256,000.51	-£ 13,620.33
Surface course 50mm HRA 35/14 Fsurf 40/60 20mm chippings	m2	17,816	£	16.18	£	288,286.04	m2	3,013	£	14.49	£	43,664.70	m2	5,588	£	14.49	£	80,981.85							£	412,932.59		£	14.49	Rate in Section 1 is 11.7% higher - requires explanation	£ 382,800.39	-£ 30,132.20
Regulating Course																															
60mm AC20 HDM Bin 40/60 des	t	50	£	77.46	£	3,872.80	t	50	£	77.46	£	3,872.80	t	25	£	77.46	£	1,936.40							£	9,682.00		£	77.46	Agreed	
Tack Coat																															
Tack Coat	m2	35,632	£	-			m2	6,025	£	-			m2	11,175	£	-															
Cold Milling																															
Milling pavement to a depth less than 50mm	m2	17,816	£	2.82	£	50,280.32	m2	0	£	2.82	Rate only		m2	0	£	2.82	Rate only														
Saw Cutting																															
Saw cut up to 100mm	m	500	£	4.39	£	2,193.90	m	0	£	4.39	Rate only		m	0	£	4.39	Rate only														
Saw cut up to 200mm	m	500	£	5.10	£	2,549.25	m	0	£	5.10	Rate only		m	0	£	5.10	Rate only														
High Friction Surfacing																															
High Friction Surfacing	m2	962.5	£	17.50	£	16,843.75	m2	0	£	17.50	Rate only		m2	0	£	17.50	Rate only														
Type P3:-340mm thick bituminous material																															
Base course 230mm AC32 HDM Base 40/60 des							m2	2,826	£	36.40	£	102,866.97													£	102,866.97		£	36.40	Agreed	
Binder course 60mm AC20 HDM Bin 40/60 des							m2	2,826	£	10.45	£	29,544.42													£	29,544.42		£	10.45	Agreed	
Surface course 50mm HRA 35/14 Fsurf 40/60 20mm chippings							m2	2,826	£	16.18	£	45,728.35													£	45,728.35		£	16.18	Agreed	
Regulating Course																															
60mm AC20 HDM Bin 40/60 des							t	50	£	77.46	£	3,872.80													£	3,872.80		£	77.46	Agreed	
Tack Coat																															
Tack Coat							m2	5,652	£	-																					
Cold Milling																															
Milling pavement to a depth less than 50mm							m2	0	£	2.82	Rate only																				
Saw Cutting																															
Saw cut up to 100mm							m	0	£	4.39	Rate only																				
Saw cut up to 200mm							m	0	£	5.10	Rate only																				
Pink Area																															
Type P4:-250mm thick bituminous material																															
140mm AC32 HDM Base 40/60 des							m2	1,825	£	24.06	£	43,910.96													£	43,910.96		£	24.06	Agreed	

60mm AC20 HDM Bin 40/60 des	m2	1,825	£ 10.83	£ 19,756.17									£ 19,756.17	£ 10.83	Agreed
50mm HRA 35/14 Fsurf 40/60 20mm chippings	m2	1,825	£ 17.38	£ 31,711.38									£ 31,711.38	£ 17.38	Agreed
Tack Coat															
Tack Coat	m2	3,650	£ -												
Orange Area															
Type P1:-270mm thick bituminous material															
Base course 160mm AC32 HDM Base 40/60 des									m2	4,050	£ 25.37	£ 102,744.05	£ 102,744.05	£ 25.37	Agreed
Binder course 60mm AC20 HDM Bin 40/60 des									m2	4,050	£ 10.18	£ 41,214.42	£ 41,214.42	£ 10.18	Agreed
Surface course 50mm HRA 35/14 Fsurf 40/60 20mm chippings									m2	4,050	£ 15.46	£ 62,614.22	£ 62,614.22	£ 15.46	Agreed
60mm AC20 HDM Bin 40/60 des									t	50	£ 77.46	£ 3,872.80	£ 3,872.80	£ 77.46	Agreed
Tack Coat									m2	8,100	£ -				
Cold Milling															
Milling pavement to a depth less than 50mm									m2	4,050	£ 2.82	£ 11,429.91	£ 11,429.91	£ 2.82	Agreed
Saw Cutting															
Saw cut up to 100mm									m	250	£ 4.39	£ 1,096.95	£ 1,096.95	£ 4.39	Agreed
Saw cut up to 200mm									m	250	£ 5.10	£ 1,274.63	£ 1,274.63	£ 5.10	Agreed
High Friction Surfacing															
High Friction Surfacing									m2	175	£ 17.50	£ 3,062.50	£ 3,062.50	£ 17.50	Agreed
Blue Area															
Type P2:-330mm thick bituminous material															
Base course 220mm AC32 HDM Base 40/60 des									m2	7,426	£ 33.39	£ 247,973.45	£ 247,973.45	£ 33.39	Agreed
Binder course 60mm AC20 HDM Bin 40/60 des									m2	7,426	£ 9.69	£ 71,975.02	£ 71,975.02	£ 9.69	Agreed
Surface course 50mm HRA 35/14 Fsurf 40/60 20mm chippings									m2	7,426	£ 14.49	£ 107,618.33	£ 107,618.33	£ 14.49	Agreed
Regulating Course															
60mm AC20 HDM Bin 40/60 des									t	50	£ 77.46	£ 3,872.80	£ 3,872.80	£ 77.46	Agreed
Tack Coat															
Tack Coat									m2	14,851	£ -				
Cold Milling															
Milling pavement to a depth less than 50mm									m2	0	£ 2.82	Rate only			
Saw Cutting															
Saw cut up to 100mm									m	0	£ 4.39	Rate only			
Saw cut up to 200mm									m	0	£ 5.10	Rate only			
KERBS, CHANNELS, EDGINGS, COMBINED DRAINAGE AND KERB BLOCKS AND LINEAR DRAINAGE CHANNEL SYSTEMS															
Precast concrete 125 x 150 bullnose dropped kerb laid to curves not exceeding 12 metres radius	m	6	£ 20.53	£ 123.17	m	27	£ 20.53	£ 554.29	m	9	£ 20.53	£ 184.76	£ 862.22	£ 20.53	Agreed
Precast concrete K1 kerb as LCC SD/11/2 HB2 laid to curves not exceeding 12 metres radius	m	62	£ 25.85	£ 1,602.77	m	73	£ 25.85	£ 1,887.13	m	128	£ 25.85	£ 3,308.94	£ 6,798.84	£ 25.85	Agreed
Precast concrete transition kerb laid to curves not exceeding 12 metres radius	no	4	£ 26.47	£ 105.88	no	28	£ 26.47	£ 741.19	no	10	£ 26.47	£ 264.71	£ 1,111.78	£ 26.47	Agreed

Precast concrete 125 x 150 bullnose dropped kerb laid straight or curved exceeding 12 metres radius							m	15	£	20.53	£	307.94		m	23	£	20.53	£	472.17		m	8	£	20.53	£	164.23		£	944.34		£	20.53	Agreed				
Precast concrete K1 kerb as LCC SD/11/2 HB2 laid to curves not exceeding 12 metres radius	m	78	£	25.85	£	2,016.38	m	913	£	21.27	£	19,417.83		m	1,215	£	21.27	£	25,840.82		m	1,918	£	21.27	£	40,792.34		£	88,067.37		£	21.27	Rate in Section 1 is 21.5% higher - requires explanation	£	87,710.05	-£	357.32
Precast concrete K2 kerb as LCC SD/11/2 SP laid to curves not exceeding 12 metres radius	m	8	£	25.85	£	206.81															m	88	£	21.68	£	1,907.60		£	2,114.41		£	21.68	Rate in Section 1 is 19% higher - requires explanation	£	2,081.04	-£	33.37
Precast concrete 125 x 150 bullnose dropped kerb laid straight or curved exceeding 12 metres radius	m	65	£	20.53	£	1,334.39																						£	1,334.39		£	20.53	Agreed				
Precast concrete K1 kerb as LCC SD/11/2 HB2 laid straight or curved exceeding 12 metres radius	m	1,928	£	21.27	£	41,005.02																						£	41,005.02		£	21.27	Agreed				
Precast concrete K2 kerb as LCC SD/11/2 SP laid straight or curved exceeding 12 metres radius	m	369	£	21.68	£	7,998.93																						£	7,998.93		£	21.68	Agreed				
Precast concrete K4 bus stop kerbs laid straight or curved exceeding 12 metres radius	m	8	£	110.64	£	885.11	m	8	£	110.64	£	885.11		m	8	£	110.64	£	885.11		m	8	£	110.64	£	885.11		£	3,540.44		£	110.64	Agreed				
Precast concrete K4 bus stop transition kerbs laid straight or curved exceeding 12 metres radius	no	4	£	144.28	£	577.13	no	4	£	144.28	£	577.13		no	4	£	144.28	£	577.13		no	4	£	144.28	£	577.13		£	2,308.52		£	144.28	Agreed				
Precast concrete transition kerb laid straight or curved exceeding 12 metres radius	no	60	£	23.92	£	1,435.21	no	16	£	23.92	£	382.72		no	16	£	23.92	£	382.72		no	46	£	23.92	£	1,100.33		£	3,300.98		£	23.92	Agreed				
Precast concrete E1 edging(s) as LCC SD/11/2 EF laid straight or curved exceeding 12 metres radius	m	1,950	£	11.32	£	22,079.36	m	763	£	11.32	£	8,639.26		m	3,010	£	11.32	£	34,081.47		m	3,180	£	11.32	£	36,006.33		£	100,806.42		£	11.32	Agreed				
Precast concrete E1 edging(s) as LCC SD/11/2 EF laid to curves not exceeding 12 metres radius	m	39	£	13.36	£	521.18	m	20	£	13.36	£	267.27		m	111	£	13.36	£	1,483.35		m	22	£	13.36	£	294.00		£	2,565.80		£	13.36	Agreed				
Precast concrete KD1 combined drainage and kerb blocks laid straight or curved exceeding 12 metres radius	m	208	£	141.79	£	29,492.53	m	110	£	141.79	£	15,597.01																£	45,089.54		£	141.79	Agreed				
Precast concrete KD2 combined dropped kerb and kerb drain units laid straight or curved exceeding 12 metres radius	m	8	£	75.00	£	600.00																						£	600.00		£	75.00	Agreed				
Precast concrete KD2 combined dropped kerb and kerb drain units laid to curves not exceeding 12 metres radius	m	13	£	75.00	£	975.00																						£	975.00		£	75.00	Agreed				
Precast concrete KD3 combined drainage and kerb blocks laid straight or curved exceeding 12 metres radius	m	41	£	75.00	£	3,075.00																						£	3,075.00		£	75.00	Agreed				
Precast concrete K3 bridge deck drainage access units							no	4	£	140.28	£	561.11																£	561.11		£	140.28	Agreed				
Precast concrete K3 bridge deck drainage outlet units							no	2	£	140.28	£	280.55																£	280.55		£	140.28	Agreed				
Precast concrete K3 bridge deck drainage units laid straight or curved exceeding 12 metres radius							m	364	£	70.14	£	25,530.46																£	25,530.46		£	70.14	Agreed				
Precast concrete combined drainage and kerb blocks access units laid straight or curved exceeding 12 metres radius	no	5	£	283.58	£	1,417.91	no	4	£	283.58	£	1,134.33																£	2,552.24		£	283.58	Agreed				
Precast concrete combined drainage and kerb blocks outlet units laid straight or curved exceeding 12 metres radius	no	10	£	283.58	£	2,835.82																						£	2,835.82		£	283.58	Agreed				
E/O to Roundabout/Crossings																																					
Black and white chervons	m2	0	£	75.00	Rate only		m2	0	£	75.00	Rate only			m2	0	£	75.00	Rate only			m2	424.5	£	75.00	£	31,837.50		£	31,837.50		£	75.00	Agreed				
Paving to crossings	m2	0	£	100.00	Rate only		m2	0	£	100.00	Rate only			m2	120	£	100.00	£	12,000.00		m2	324	£	100.00	£	32,400.00		£	44,400.00		£	100.00	Agreed				
Cast iron Bollards	no	12	£	125.00	£	1,500.00	no	12	£	125.00	£	1,500.00		no	12	£	125.00	£	1,500.00		no	12	£	125.00	£	1,500.00		£	6,000.00		£	125.00	Agreed				
Allowance for Street Furniture	sum	1	£	5,000.00	£	5,000.00	sum	1	£	5,000.00	£	5,000.00		sum	1	£	5,000.00	£	5,000.00		sum	1	£	5,000.00	£	5,000.00		£	20,000.00		£	5,000.00	Agreed				
Flights of Steps to Embankments	no	0	£	1,500.00	Rate only		no	2	£	1,500.00	£	3,000.00		no	2	£	1,500.00	£	3,000.00		no	2	£	1,500.00	£	3,000.00		£	9,000.00		£	1,500.00	Agreed				

FOOTWAYS AND PAVED AREAS																															
Type PF1 footway 230mm thick comprising Type 1 unbound mixture sub-base 160mm thick, DBM AC 20 Dense bin 100/150 rec binder course 50mm thick, AC 6 dense surf 100/150 L/S surface course 20mm thick surfaces sloping at 10 degrees or less to the horizontal																															
Type PF1 footway with surfaces sloping at 10 degrees or less to the horizontal																															
Type 1 unbound mixture sub-base 160mm thick	m2	3,404	£	8.27	£	28,140.71	m2	1,938	£	8.27	£	16,021.35	m2	4,685	£	8.27	£	38,730.67	m2	6,036	£	8.27	£	49,899.32	£	132,792.05	£	8.27	Agreed		
DBM AC 20 Dense bin 100/150 rec binder course 50mm thick	m2	3,404	£	11.19	£	38,076.46	m2	1,938	£	11.19	£	21,678.08	m2	4,685	£	11.19	£	52,405.47	m2	6,036	£	11.19	£	67,517.49	£	179,677.50	£	11.19	Agreed		
AC 6 dense surf 100/150 L/S surface course 20mm thick	m2	3,404	£	8.39	£	28,574.88	m2	1,938	£	8.39	£	16,268.54	m2	4,685	£	8.39	£	39,328.23	m2	6,036	£	8.39	£	50,669.20	£	134,840.85	£	8.39	Agreed		
Type PF2 footway 385mm thick comprising Type 1 unbound mixture sub-base 270mm thick, DBM AC 20 Dense bin 100/150 rec binder course 90mm thick, AC 6 dense surf 100/150 L/S surface course 25mm thick surfaces sloping at 10 degrees or less to the horizontal																															
Type PF2 footway on surfaces sloping at 10 degrees or less to the horizontal																															
Type 1 unbound mixture sub-base 270mm thick													m2	91	£	13.31	£	1,210.91							£	1,210.91	£	13.31	Agreed		
DBM AC 20 Dense bin 100/150 rec binder course 90mm thick													m2	91	£	11.19	£	1,017.91							£	1,017.91	£	11.19	Agreed		
AC 6 dense surf 100/150 L/S surface course 25mm thick													m2	91	£	10.49	£	954.87							£	954.87	£	10.49	Agreed		
Type PF1 footway 230mm thick comprising Type 1 unbound mixture sub-base 160mm thick, DBM AC 20 Dense bin 100/150 rec binder course 50mm thick, AC 6 dense surf 100/150 L/S surface course 20mm thick surfaces sloping at 10 degrees or less to the horizontal in traffic island																															
Type PF1 footway with surfaces sloping at 10 degrees or less to the horizontal in traffic island																															
Type 1 unbound mixture sub-base 160mm thick	m2	1,946	£	8.27	£	16,087.49	m2	165	£	8.27	£	1,364.05							m2	116	£	8.27	£	958.97	£	18,410.51	£	8.27	Agreed		
DBM AC 20 Dense bin 100/150 rec binder course 50mm thick	m2	1,946	£	11.19	£	21,767.57	m2	165	£	11.19	£	1,845.66							m2	116	£	11.19	£	1,297.55	£	24,910.78	£	11.19	Agreed		
AC 6 dense surf 100/150 L/S surface course 20mm thick	m2	1,946	£	8.39	£	16,335.70	m2	165	£	8.39	£	1,385.09							m2	116	£	8.39	£	973.76	£	18,694.55	£	8.39	Agreed		
Paved area type PC8 cellular reinforced grass paving, surfaces sloping at 10 degrees or less to the horizontal																															
Paved area type PC8 cellular reinforced grass paving, surfaces sloping at 10 degrees or less to the horizontal	m2	144	£	60.12	£	8,657.61	m2	46	£	60.12	£	2,765.63	m2	96	£	60.12	£	5,771.74	m2	48	£	60.12	£	2,885.87	£	20,080.85	£	60.12	Agreed		
Type PC9 Agricultural field access construction 375mm thick comprising Type 1 unbound mixture sub-base 300mm thick and 20mm nominal size dense binder course 75mm thick surfaces sloping at 10 degrees or less to the horizontal																															
Type PC9 Agricultural field access construction on surfaces sloping at 10 degrees or less to the horizontal																															
Type 1 unbound mixture sub-base 300mm thick																			m2	763	£	14.68	£	11,201.73	£	11,201.73	£	14.68	Agreed		
20mm nominal size dense binder course 75mm thick																			m2	763	£	16.78	£	12,802.15	£	12,802.15	£	16.78	Agreed		

Blister tactile paving in paved area on Type 1 unbound mixture sub-base 200mm thick and compacted sand bedding 35mm thick, all as LCC SD/11/17A surfaces sloping at 10 degrees or less to the horizontal																													
Blister tactile paving all as LCC SD/11/17A surfaces sloping at 10 degrees or less to the horizontal																													
Type 1 unbound mixture sub-base 200mm thick	m2	176	£	10.10	£	1,777.53	m2	51	£	10.10	£	515.08	m2	187	£	10.10	£	1,888.62	m2	130	£	10.10	£	1,312.95	£	5,494.18		£	10.10	Agreed
Blister tactile paving on compacted sand bedding 35mm thick	m2	176	£	48.61	£	8,555.77	m2	51	£	48.61	£	2,479.23	m2	187	£	48.61	£	9,090.51	m2	130	£	48.61	£	6,319.60	£	26,445.11		£	48.61	Agreed
Series 1200: Traffic Signs and Road Markings																													
Traffic Signals																													
A4304 EMPLOYMENT (LE-J3)																													
TRAFFIC SIGNAL INSTALLATIONS																													
Permanent traffic signals installation at A4304 Employment (Junction 3)	item	1	£	87,550.00	£	87,550.00	item	1	£	66,950.00	£	66,950.00													£	154,500.00				Agreed
Permanent traffic signals installation at School (Junction 8)													item	1	£	41,200.00	£	41,200.00							£	41,200.00				Agreed
Permanent traffic signals installation at Community Hub (Junction 9)																			item	1	£	66,950.00	£	66,950.00	£	66,950.00				Agreed
ELECTRICAL WORK FOR TRAFFIC SIGNALS																													
TRENCH FOR CABLE OR DUCT																													
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footways	m	347	£	65.40	£	22,693.00	m	465	£	65.40	£	30,409.92	m	151	£	65.40	£	9,875.05	m	343	£	65.40	£	22,431.41	£	85,409.38		£	65.40	Agreed
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	199	£	18.44	£	3,669.01							m	72	£	18.44	£	1,327.48							£	4,996.49		£	18.44	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in carriageways	m	39	£	125.95	£	4,912.11	m	72	£	125.95	£	9,068.51							m	58	£	125.95	£	7,305.19	£	21,285.81		£	125.95	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in footways	m	124	£	78.38	£	9,719.62	m	89	£	78.38	£	6,976.18	m	93	£	78.38	£	7,289.71	m	148	£	78.38	£	11,600.83	£	28,296.63		£	78.38	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	98	£	27.60	£	2,704.76																			£	2,704.76		£	27.60	Agreed
Trench for duct exceeding 450 mm but not exceeding 600 mm wide depth not exceeding 1.5 metres in carriageways	m	10	£	155.27	£	1,552.68							m	44	£	155.27	£	6,831.81							£	8,384.49		£	155.27	Agreed
Trench for duct exceeding 450 mm but not exceeding 600 mm wide depth not exceeding 1.5 metres in footways	m	10	£	92.10	£	920.95	m	11	£	92.10	£	1,013.05	m	84	£	92.10	£	7,735.99	m	13	£	92.10	£	1,197.24	£	10,867.23		£	92.10	Agreed
Trench for duct exceeding 600 mm but not exceeding 750 mm wide depth not exceeding 1.5 metres in footways	m	28	£	110.88	£	3,104.64																			£	3,104.64		£	110.88	Agreed
CABLE AND DUCT																													
Five number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	20	£	24.93	£	498.52																			£	498.52		£	24.93	Agreed
Four number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	189	£	19.94	£	3,768.81	m	161	£	19.94	£	3,210.47							m	120	£	19.94	£	2,392.90	£	9,372.18		£	19.94	Agreed
One number 50 mm internal diameter Black UPVC duct in trench depth not exceeding 1.5 metres	m	1	£	1.65	£	1.65	m	1	£	1.65	£	1.65	m	1	£	1.65	£	1.65	m	1	£	1.65	£	1.65	£	6.60		£	1.65	Agreed

One number 50 mm internal diameter flexible Orange UPVC duct in trench depth not exceeding 1.5 metres	m	46	£	1.65	£	75.90	m	36	£	1.65	£	59.40	m	33	£	1.65	£	54.45	m	69	£	1.65	£	113.85	£	303.60	£	1.65	Agreed
One number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	500	£	4.99	£	2,492.60	m	429	£	4.99	£	2,138.65	m	189	£	4.99	£	942.20	m	274	£	4.99	£	1,365.94	£	6,939.39	£	4.99	Agreed
Six number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres							m	11	£	29.91	£	329.02	m	128	£	29.91	£	3,828.63	m	13	£	29.91	£	388.85	£	4,546.50	£	29.91	Agreed
Ten number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	28	£	49.85	£	1,395.86																			£	1,395.86	£	49.85	Agreed
Two number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	72	£	9.97	£	717.87							m	93	£	9.97	£	927.25	m	86	£	9.97	£	857.45	£	2,502.57	£	9.97	Agreed
FEEDER PILLARS																													
ELV Controller (Black in colour)	no	1	£	1,802.50	£	1,802.50	no	1	£	1,802.50	£	1,802.50	no	1	£	1,802.50	£	1,802.50	no	1	£	1,802.50	£	1,802.50	£	7,210.00	£	1,802.50	Agreed
Single phase un-metered feeder pillar	no	1	£	1,802.50	£	1,802.50	no	1	£	1,802.50	£	1,802.50	no	1	£	1,802.50	£	1,802.50	no	1	£	1,802.50	£	1,802.50	£	7,210.00	£	1,802.50	Agreed
CHAMBERS																													
450 x 450mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	11	£	704.62	£	7,750.80	no	11	£	704.62	£	7,750.80	no	6	£	704.62	£	4,227.71	no	9	£	704.62	£	6,341.56	£	26,070.87	£	704.62	Agreed
600 x 600mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	15	£	834.81	£	12,522.17	no	13	£	834.81	£	10,852.55	no	8	£	834.81	£	6,678.49	no	8	£	834.81	£	6,678.49	£	36,731.70	£	834.81	Agreed
900 x 900mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre													no	1	£	1,092.00	£	1,092.00							£	1,092.00	£	1,092.00	Agreed
Inductive Loop Chamber for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	16	£	255.57	£	4,089.07	no	15	£	255.57	£	3,833.50	no	11	£	255.57	£	2,811.23	no	10	£	255.57	£	2,555.67	£	13,289.47	£	255.57	Agreed
NAL Pole Retention socket (RS115)	no	32	£	245.69	£	7,862.18	no	21	£	245.69	£	5,159.56	no	11	£	245.69	£	2,702.63	no	16	£	245.69	£	3,931.09	£	19,655.46	£	245.69	Agreed
A4304 SPINE ROAD (LE-J2)																													
TRAFFIC SIGNAL INSTALLATIONS																													
Permanent traffic signals installation at A4304 Spine Road (Junction 2)	item	1	£	77,250.00	£	77,250.00																							
Permanent traffic signals installation at Toucan Crossing 5 (North)													item	1	£	20,600.00	£	20,600.00							£	20,600.00			Agreed
ELECTRICAL WORK FOR TRAFFIC SIGNALS																													
TRENCH FOR CABLE OR DUCT																													
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footways	m	167	£	65.40	£	10,921.41							m	47	£	65.40	£	3,073.69							£	13,995.10	£	65.40	Agreed
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	247	£	18.44	£	4,554.00																			£	4,554.00	£	18.44	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in carriageways	m	105	£	125.95	£	13,224.91							m	25	£	125.95	£	3,148.79							£	16,373.70	£	125.95	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in footways	m	323	£	78.38	£	25,318.04							m	206	£	78.38	£	16,147.11							£	41,465.15	£	78.38	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	8	£	27.60	£	220.80																			£	220.80	£	27.60	Agreed
CABLE AND DUCT																													

Four number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	155	£ 19.94	£ 3,090.82							£ 3,090.82	£ 19.94	Agreed
One number 50 mm internal diameter Black UPVC duct in trench depth not exceeding 1.5 metres	m	1	£ 1.65	£ 1.65		m	1	£ 1.65	£ 1.65		£ 3.30	£ 1.65	Agreed
One number 50 mm internal diameter flexible Orange UPVC duct in trench depth not exceeding 1.5 metres	m	65	£ 1.65	£ 107.25		m	15	£ 1.65	£ 24.75		£ 132.00	£ 1.65	Agreed
One number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	348	£ 4.99	£ 1,734.85		m	31	£ 4.99	£ 154.54		£ 1,889.39	£ 4.99	Agreed
Two number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	280	£ 9.97	£ 2,791.71		m	208	£ 9.97	£ 2,073.84		£ 4,865.55	£ 9.97	Agreed
FEEDER PILLARS													
ELV Controller (Black in colour)	no	1	£ 1,802.50	£ 1,802.50		no	1	£ 1,802.50	£ 1,802.50		£ 3,605.00	£ 1,802.50	Agreed
Single phase un-metered feeder pillar	no	1	£ 1,802.50	£ 1,802.50		no	1	£ 1,802.50	£ 1,802.50		£ 3,605.00	£ 1,802.50	Agreed
CHAMBERS													
450 x 450mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	14	£ 704.62	£ 9,864.65		no	7	£ 704.62	£ 4,932.33		£ 14,796.98	£ 704.62	Agreed
600 x 600mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	12	£ 834.81	£ 10,017.74		no	3	£ 834.81	£ 2,504.43		£ 12,522.17	£ 834.81	Agreed
900 x 600mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	1	£ 1,221.04	£ 1,221.04							£ 1,221.04	£ 1,221.04	Agreed
Inductive Loop Chamber for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	22	£ 255.57	£ 5,622.47		no	6	£ 255.57	£ 1,533.40		£ 7,155.87	£ 255.57	Agreed
NAL Pole Retention socket (RS115)	no	26	£ 245.69	£ 6,388.02		no	4	£ 245.69	£ 982.77		£ 7,370.79	£ 245.69	Agreed
TOUCAN CROSSING SOUTH (LE-T2)													
TRAFFIC SIGNAL INSTALLATIONS													
Permanent traffic signals installation at Toucan Crossing 4 (South)						item	1	£ 20,600.00	£ 20,600.00		£ 20,600.00		Agreed
ELECTRICAL WORK FOR TRAFFIC SIGNALS													
TRENCH FOR CABLE OR DUCT													
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footways						m	41	£ 65.40	£ 2,681.31		£ 2,681.31	£ 65.40	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in carriageways						m	15	£ 125.95	£ 1,889.27		£ 1,889.27	£ 125.95	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in footways						m	196	£ 78.38	£ 15,363.27		£ 15,363.27	£ 78.38	Agreed
CABLE AND DUCT													
Four number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres						m	12	£ 19.94	£ 239.29		£ 239.29	£ 19.94	Agreed
One number 50 mm internal diameter Black UPVC duct in trench depth not exceeding 1.5 metres						m	1	£ 1.65	£ 1.65		£ 1.65	£ 1.65	Agreed
One number 50 mm internal diameter flexible Orange UPVC duct in trench depth not exceeding 1.5 metres						m	14	£ 1.65	£ 23.10		£ 23.10	£ 1.65	Agreed

Two number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres					m	199	£ 9.97	£ 1,984.11	£ 1,984.11	£ 9.97	Agreed
FEEDER PILLARS											
ELV Controller (Black in colour)					no	1	£ 1,802.50	£ 1,802.50	£ 1,802.50	£ 1,802.50	Agreed
Single phase un-metered feeder pillar					no	1	£ 1,802.50	£ 1,802.50	£ 1,802.50	£ 1,802.50	Agreed
CHAMBERS											
450 x 450mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre					no	6	£ 704.62	£ 4,227.71	£ 4,227.71	£ 704.62	Agreed
600 x 600mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre					no	2	£ 834.81	£ 1,669.62	£ 1,669.62	£ 834.81	Agreed
Inductive Loop Chamber for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre					no	6	£ 255.57	£ 1,533.40	£ 1,533.40	£ 255.57	Agreed
NAL Pole Retention socket (RS115)					no	4	£ 245.69	£ 982.77	£ 982.77	£ 245.69	Agreed
M1 J20 NORTHBOUND (LE-J1A)											
TRAFFIC SIGNAL INSTALLATIONS											
Permanent traffic signals installation at M1 J20 Northbound (Junction 1a)	item	1	£ 77,250.00	£ 77,250.00					£ 77,250.00		Agreed
ELECTRICAL WORK FOR ROAD LIGHTING AND TRAFFIC SIGN											
TRENCH FOR CABLE OR DUCT											
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footways	m	125	£ 65.40	£ 8,174.71					£ 8,174.71	£ 65.40	Agreed
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	107	£ 18.44	£ 1,972.78					£ 1,972.78	£ 18.44	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in carriageways	m	61	£ 125.95	£ 7,683.04					£ 7,683.04	£ 125.95	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in footways	m	69	£ 78.38	£ 5,408.50					£ 5,408.50	£ 78.38	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	336	£ 27.60	£ 9,273.45					£ 9,273.45	£ 27.60	Agreed
Trench for duct exceeding 450 mm but not exceeding 600 mm wide depth not exceeding 1.5 metres in carriageways	m	16	£ 155.27	£ 2,484.30					£ 2,484.30	£ 155.27	Agreed
Trench for duct exceeding 450 mm but not exceeding 600 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	16	£ 35.31	£ 565.00					£ 565.00	£ 35.31	Agreed
CABLE AND DUCT											
Four number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	233	£ 19.94	£ 4,646.21					£ 4,646.21	£ 19.94	Agreed
One number 50 mm internal diameter Black UPVC duct in trench depth not exceeding 1.5 metres	m	1	£ 1.65	£ 1.65					£ 1.65	£ 1.65	Agreed
One number 50 mm internal diameter flexible Orange UPVC duct in trench depth not exceeding 1.5 metres	m	55	£ 1.65	£ 90.75					£ 90.75	£ 1.65	
One number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	177	£ 4.99	£ 882.38					£ 882.38	£ 4.99	Agreed

Six number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	32	£ 29.91	£ 957.16	£ 957.16	£ 29.91	Agreed
Two number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	233	£ 9.97	£ 2,323.10	£ 2,323.10	£ 9.97	Agreed
FEEDER PILLARS							
ELV Controller (Black in colour)	no	1	£ 1,802.50	£ 1,802.50	£ 1,802.50	£ 1,802.50	Agreed
Single phase un-metered feeder pillar	no	1	£ 1,802.50	£ 1,802.50	£ 1,802.50	£ 1,802.50	Agreed
CHAMBERS							
450 x 450mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	10	£ 704.62	£ 7,046.18	£ 7,046.18	£ 704.62	Agreed
600 x 600mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	16	£ 834.81	£ 13,356.98	£ 13,356.98	£ 834.81	Agreed
Inductive Loop Chamber for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	19	£ 255.57	£ 4,855.77	£ 4,855.77	£ 255.57	Agreed
NAL Pole Retention socket (RS115)	no	14	£ 245.69	£ 3,439.71	£ 3,439.71	£ 245.69	Agreed
M1 J20 SOUTHBOUND (LE-J1B)							
TRAFFIC SIGNAL INSTALLATIONS							
Permanent traffic signals installation at M1 J20 Southbound (Junction 1b)	item	1	£ 66,950.00	£ 66,950.00	£ 66,950.00		Agreed
ELECTRICAL WORK FOR TRAFFIC SIGNALS							
TRENCH FOR CABLE OR DUCT							
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footways	m	164	£ 65.40	£ 10,725.22	£ 10,725.22	£ 65.40	Agreed
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	122	£ 18.44	£ 2,249.34	£ 2,249.34	£ 18.44	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in carriageways	m	69	£ 125.95	£ 8,690.65	£ 8,690.65	£ 125.95	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in footways	m	46	£ 78.38	£ 3,605.66	£ 3,605.66	£ 78.38	Agreed
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	303	£ 27.60	£ 8,362.66	£ 8,362.66	£ 27.60	Agreed
Trench for duct exceeding 450 mm but not exceeding 600 mm wide depth not exceeding 1.5 metres in verges and central reserves	m	16	£ 35.31	£ 565.00	£ 565.00	£ 35.31	Agreed
CABLE AND DUCT							
Four number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	224	£ 19.94	£ 4,466.74	£ 4,466.74	£ 19.94	Agreed
Nine number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	16	£ 44.87	£ 717.87	£ 717.87	£ 44.87	Agreed
One number 50 mm internal diameter Black UPVC duct in trench depth not exceeding 1.5 metres	m	2	£ 1.65	£ 3.30	£ 3.30	£ 1.65	Agreed
One number 50 mm internal diameter flexible Orange UPVC duct in trench depth not exceeding 1.5 metres	m	53	£ 1.65	£ 87.45	£ 87.45	£ 1.65	Agreed

One number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	230	£ 4.99	£ 1,146.60													£ 1,146.60	£ 4.99	Agreed
Two number 100 mm internal diameter Orange UPVC duct in trench depth not exceeding 1.5 metres	m	195	£ 9.97	£ 1,944.23													£ 1,944.23	£ 9.97	Agreed
FEEDER PILLARS																			
ELV Controller (Black in colour)	no	1	£ 1,802.50	£ 1,802.50													£ 1,802.50	£ 1,802.50	Agreed
Single phase un-metered feeder pillar	no	1	£ 1,802.50	£ 1,802.50													£ 1,802.50	£ 1,802.50	Agreed
CHAMBERS																			
450 x 450mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	13	£ 704.62	£ 9,160.03													£ 9,160.03	£ 704.62	Agreed
600 x 600mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	13	£ 834.81	£ 10,852.55													£ 10,852.55	£ 834.81	Agreed
900 x 900mm Chamber NAL STAKKAbox for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	1	£ 1,092.00	£ 1,092.00													£ 1,092.00	£ 1,092.00	Agreed
Inductive Loop Chamber for duct with cover and frame depth to uppermost surface of base slab not exceeding 1 metre	no	19	£ 255.57	£ 4,855.77													£ 4,855.77	£ 255.57	Agreed
NAL Pole Retention socket (RS115)	no	12	£ 245.69	£ 2,948.32													£ 2,948.32	£ 245.69	Agreed
Traffic Signs																			
TRAFFIC SIGNS																			
Traffic Signs-1m2	no	28	£ 175.00	£ 4,900.00	no	4	£ 175.00	£ 700.00	no	7	£ 175.00	£ 1,225.00	no	15	£ 175.00	£ 2,625.00	£ 9,450.00	£ 175.00	Agreed
Traffic Signs-1-5m2	no	14	£ 2,250.00	£ 31,500.00	no	2	£ 2,250.00	£ 4,500.00	no	1	£ 2,250.00	£ 2,250.00	no	5	£ 2,250.00	£ 11,250.00	£ 49,500.00	£ 2,250.00	Agreed
Traffic Signs-5-20m2	no	5	£ 9,000.00	£ 45,000.00	no	1	£ 9,000.00	£ 9,000.00	no	1	£ 9,000.00	£ 9,000.00	no	1	£ 9,000.00	£ 9,000.00	£ 72,000.00	£ 9,000.00	Agreed
Bollards	no	12	£ 618.51	£ 7,422.12	no	2	£ 618.51	£ 1,237.02	no	6	£ 618.51	£ 3,711.06	no	16	£ 618.51	£ 9,896.16	£ 22,266.36	£ 618.51	Agreed
Road Markings																			
ROAD MARKINGS																			
Road Markings	sum	1	£ 7,142.86	£ 7,142.86	sum	1	£ 7,142.86	£ 7,142.86	sum	1	£ 7,142.86	£ 7,142.86	sum	1	£ 7,142.86	£ 7,142.86	£ 28,571.44	£ 7,142.86	No details
Road Studs	no	26	£ 12.52	£ 325.52	no	26	£ 12.52	£ 325.52	no	83	£ 12.52	£ 1,039.16	no	83	£ 12.52	£ 1,039.16	£ 2,729.36	£ 12.52	Agreed
Series 1300: Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts																			
ROAD LIGHTING COLUMNS AND BRACKETS, WALL MOUNTINGS, CCTV MASTS AND CANTILEVER MASTS																			
5m tubular steel rooted raise and lower lighting column fitted with a post top mounted Urbis Ampera Mini, 8 LED, 5136 optic with backlight control, 500mA, NW, flat glass, extra clear smooth, 1.806klm, 14W LED lantern, (matrix: 356652). Lantern elevation: 0°									no	31	£ 875.50	£ 27,140.50	no	39	£ 875.50	£ 34,144.50	£ 61,285.00	£ 875.50	Agreed
5m tubular steel rooted raise and lower lighting column fitted with a post top mounted Urbis Ampera Mini, 8 LED, 5136 optic with backlight control, 700mA, NW, flat glass, extra clear smooth, 2.39klm, 19W LED lantern, (matrix: 356652). Lantern elevation: 0°									no	8	£ 875.50	£ 7,004.00	no	8	£ 875.50	£ 7,004.00	£ 14,008.00	£ 875.50	Agreed
8m tubular steel rooted lighting column fitted with a side entry mounted Urbis Ampera Midi c/w 1m extended arm, 32 LED, 5098 optic, 500mA, NW, flat glass, extra clear smooth, 7.118klm, 51W LED lantern, (matrix: 351342). Lantern elevation: 0°									no	15	£ 978.50	£ 14,677.50	no	5	£ 978.50	£ 4,892.50	£ 19,570.00	£ 978.50	Agreed

8m tubular steel rooted lighting column fitted with a post top mounted Urbis Ampera Midi, 64 LED, 5119 optic, 700mA, NW, flat glass, extra clear smooth, 18.684klm, 139W LED lantern, (matrix: 351452). Lantern elevation: 0°																	no	19	£ 978.50	£ 18,591.50		£ 18,591.50		£ 978.50	Agreed				
10m tubular steel rooted lighting column fitted with a post top mounted Urbis Ampera Maxi, 128 LED, 5119 optic, 500mA, NW, flat glass, extra clear smooth, 28.685klm, 198W LED lantern, (matrix: 357072). Lantern elevation: 0°	no	52	£ 1,287.50	£ 66,950.00		no	12	£ 1,287.50	£ 15,450.00		no	1	£ 1,287.50	£ 1,287.50		no	6	£ 1,287.50	£ 7,725.00		£ 91,412.50		£ 1,287.50	Agreed				
10m tubular steel rooted lighting column fitted with a side entry mounted Urbis Ampera Midi c/w 1m extended arm, 48 LED, 5098 optic, 700mA, NW, flat glass, extra clear smooth, 13.685klm, 106W LED lantern, (matrix: 351342). Lantern elevation: 0°											no	6	£ 1,287.50	£ 7,725.00		no	1	£ 1,287.50	£ 1,287.50		£ 9,012.50		£ 1,287.50	Agreed				
12m tubular steel rooted lighting column fitted with a post top mounted Urbis Ampera Maxi, 128 LED, 5119 optic, 500mA, NW, flat glass, extra clear smooth, 28.685klm, 198W LED lantern, (matrix: 357072). Lantern elevation: 0°	no	7	£ 1,390.50	£ 9,733.50							no	6	£ 1,287.50	£ 7,725.00		no	7	£ 1,287.50	£ 9,012.50		£ 26,471.00		£ 1,287.50	Rate in Section 1 is 8% higher - requires explanation	£ 25,750.00	-£ 721.00		
12m tubular steel rooted lighting column fitted with a post top mounted Urbis Ampera Maxi, 128 LED, 5141 optic, 700mA, NW, flat glass, extra clear smooth, 36.759klm, 279W LED lantern, (matrix: 357212). Lantern elevation: 0°	no	7	£ 1,390.50	£ 9,733.50							no	1	£ 1,287.50	£ 1,287.50							£ 11,021.00		£ 1,287.50	Rate in Section 1 is 8% higher - requires explanation	£ 10,300.00	-£ 721.00		
12m tubular steel rooted lighting column fitted with a post top mounted Urbis Ampera Maxi, 128 LED, 5141 optic, 700mA, NW, flat glass, extra clear smooth, 36.759klm, 279W LED lantern, (matrix: 357212). Lantern elevation: 0° (Same As 4 ???)	no	1	£ 1,390.50	£ 1,390.50																	£ 1,390.50		£ 1,390.50	Agreed				
15m tubular steel rooted lighting column fitted with a post top mounted Philips Luma 3 BGP627, 200 LED, DN10 optic, NW, flat glass, extra clear smooth, 62klm, 378W (LED-HB.1S, CLO) lantern. Lantern elevation: 0°	no	2	£ 1,699.50	£ 3,399.00																	£ 3,399.00		£ 1,699.50	Agreed				
15m tubular steel rooted lighting column fitted with a post top mounted Philips Luma 3 BGP627, 200 LED, DN11 optic, NW, flat glass, extra clear smooth, 53klm, 307W (LED-HB.1S, CLO) lantern. Lantern elevation: 0°	no	2	£ 1,699.50	£ 3,399.00																	£ 3,399.00		£ 1,699.50	Agreed				
15m tubular steel rooted lighting column fitted with a post top mounted Urbis Ampera Maxi, 128 LED, 5141 optic, 700mA, NW, flat glass, extra clear smooth, 36.759klm, 279W LED lantern, (matrix: 357212). Lantern elevation: 0°	no	1	£ 1,699.50	£ 1,699.50																	£ 1,699.50		£ 1,699.50	Agreed				
New post top mounted Urbis Ampera Maxi, 128 LED, 5119 optic, 500mA, NW, flat glass, extra clear smooth, 28.685klm, 198W LED lantern, (matrix: 357072), lantern elevation: 0°, fitted to existing 10m tubular steel rooted lighting column	no	4	£ 1,030.00	£ 4,120.00																	£ 4,120.00		£ 1,030.00	Agreed				
Series 1400: Electrical Works for Road Lighting and Traffic Signs																														
Electrical Works for Road Lighting and Traffic Signs																														
Trench for cable or Duct																														
HE DUCTING																														
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footway, verges and central reserves	m	698	£ 20.75	£ 14,483.05																	£ 14,483.05		£ 20.75	Agreed				
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth depth not exceeding 1.5 metres in carriageways	m	71	£ 136.02	£ 9,657.30																	£ 9,657.30		£ 136.02	Agreed				

LCC DUCTING																																
Trench for duct not exceeding 300 mm wide depth not exceeding 1.5 metres in footway, verges and central reserves	m	1,507	£	20.75	£	31,269.29	m	455	£	20.75	£	9,440.96	m	1,480	£	20.75	£	30,709.05	m	2,028	£	20.75	£	42,079.70	£	113,499.00		£	20.75	Agreed		
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth depth not exceeding 1.5 metres in carriageways	m	210	£	136.02	£	28,563.86	m	30	£	136.02	£	4,080.55	m	70	£	136.02	£	9,521.29	m	145	£	136.02	£	19,722.66	£	61,888.36		£	136.02	Agreed		
Trench for duct exceeding 300 mm but not exceeding 450 mm wide depth not exceeding 1.5 metres in footways, verges and central reserves	m	52	£	20.75	£	1,078.97							m	90	£	20.75	£	1,867.44	m	196	£	20.75	£	4,066.87						Agreed		
																									£	7,013.28		£	20.75			
CABLE AND DUCT																																
Cable																																
10mm2 3 core XLPE/PVC/SWA/PVC cable with copper conductors in duct	m	2,092	£	10.74	£	22,474.15	m	971	£	10.74	£	10,431.36	m	3,904	£	10.74	£	41,940.28	m	5,794	£	10.74	£	62,244.36	£	137,090.15		£	10.74	Agreed		
10mm2 3 core XLPE/PVC/SWA/PVC cable with copper conductors in duct (in HE ducts)	m	1,799	£	10.74	£	19,326.48																			£	19,326.48		£	10.74	Agreed		
16mm2 3 core XLPE/PVC/SWA/PVC cable with copper conductors in duct	m	1,529	£	12.85	£	19,654.38																			£	19,654.38		£	12.85	Agreed		
HE DUCTING																																
One number 100 mm internal diameter MDPE smooth bore orange duct with granular bed type B in trench depth not exceeding 1.5 metres	m	698	£	12.71	£	8,870.72																			£	8,870.72		£	12.71	Agreed		
Three number 100 mm internal diameter MDPE smooth bore orange duct with concrete bed type A in trench depth not exceeding 1.5 metres	m	71	£	32.86	£	2,332.76																			£	2,332.76		£	32.86	Agreed		
LCC DUCTING																																
One number 100 mm internal diameter MDPE smooth bore orange duct with granular bed type B in trench depth not exceeding 1.5 metres	m	1,507	£	12.71	£	19,152.12	m	455	£	12.71	£	5,782.49	m	1,480	£	12.71	£	18,808.98	m	2,028	£	12.71	£	25,773.39	£	69,516.98		£	12.71	Agreed		
Three number 100 mm internal diameter MDPE smooth bore orange duct with concrete bed type A in trench depth not exceeding 1.5 metres	m	210	£	32.86	£	6,899.72	m	30	£	32.86	£	985.67	m	70	£	32.86	£	2,299.91	m	145	£	32.86	£	4,764.09	£	14,949.39		£	32.86	Agreed		
Three number 100 mm internal diameter MDPE smooth bore orange duct with granular bed type B in trench depth not exceeding 1.5 metres	m	6	£	32.86	£	197.13																			£	197.13		£	32.86	Agreed		
Two number 100 mm internal diameter MDPE smooth bore orange duct with granular bed type B in trench depth not exceeding 1.5 metres	m	46	£	21.65	£	996.03							m	90	£	21.65	£	1,948.76	m	196	£	21.65	£	4,243.97	£	7,188.76		£	21.65	Agreed		
CABLE JOINTS AND TERMINATIONS																																
Looped termination to 10mm2 3 core XLPE/PVC/SWA/PVC cable in lighting column	no	45	£	98.44	£	4,429.65	no	8	£	98.44	£	787.49	no	38	£	98.44	£	3,740.59	no	65	£	98.44	£	6,398.38	£	15,356.11		£	98.44	Agreed		
Single termination to 10mm2 3 core XLPE/PVC/SWA/PVC cable in lighting column	no	26	£	98.44	£	2,559.35	no	4	£	98.44	£	393.75	no	23	£	98.44	£	2,264.04	no	20	£	98.44	£	1,968.73	£	7,185.87		£	98.44	Agreed		
Single way cut out termination to 10mm2 3 core XLPE/SWA/PVC cable in feeder pillar	no	5	£	98.44	£	492.18							no	1	£	98.44	£	98.44	no	2	£	98.44	£	196.87	£	787.49		£	98.44	Agreed		
FEEDER PILLARS																																
Feeder pillar FP03																			no	1	£	1,802.50	£	1,802.50	£	1,802.50		£	1,802.50	Agreed		
Feeder pillar FP04																			no	1	£	1,802.50	£	1,802.50	£	1,802.50		£	1,802.50	Agreed		
Feeder pillar FP05													no	1	£	1,802.50	£	1,802.50							£	1,802.50		£	1,802.50	Agreed		
Feeder pillar FP06	no	1	£	1,802.50	£	1,802.50																			£	1,802.50		£	1,802.50	Agreed		
Feeder pillar FP07	no	1	£	1,802.50	£	1,802.50																			£	1,802.50		£	1,802.50	Agreed		
Feeder pillar FP08	no	1	£	1,802.50	£	1,802.50																			£	1,802.50		£	1,802.50	Agreed		

Feeder pillar HEFP01	no	1	£	1,802.50	£	1,802.50																		£	1,802.50		£	1,802.50	Agreed			
Feeder pillar HEFP02	no	1	£	1,802.50	£	1,802.50																		£	1,802.50		£	1,802.50	Agreed			
EARTH ELECTRODES																																
Earth electrodes	no	31	£	161.50	£	5,006.62	no	4	£	161.50	£	646.02	no	24	£	161.50	£	3,876.10	no	22	£	161.50	£	3,553.09	£	13,081.83		£	161.50	Agreed			
CHAMBERS																																
600mm x 600mm street lighting duct chamber with cover and frame depth to uppermost surface of base slab not exceeding 1 metre (HE chamber, depth assumed)	no	9	£	1,042.63	£	9,383.67	no	4	£	1,042.63	£	4,170.52	no	9	£	1,042.63	£	9,383.67	no	14	£	1,042.63	£	14,596.82	£	37,534.68		£	1,042.63	Agreed			
600mm x 600mm street lighting duct chamber with cover and frame depth to uppermost surface of base slab not exceeding 1 metre (LCC chamber, depth assumed)	no	23	£	1,042.63	£	23,980.49																								Agreed			
																								£	23,980.49		£	1,042.63				
Series 3000: Landscaping																																
Landscaping																																
FPCR:Green Infrastructure Landscape Cost Estimate:Drawing 8379-SK-37A																																
Ground preparation and cultivation.																																
Final cultivations to surfaces	m2	2,000	£	0.10	£	206.00	m2	3,939	£	0.10	£	405.72	m2	4,884	£	0.10	£	503.05	m2	6,460	£	0.10	£	665.38	£	1,780.15		£	0.10	Agreed			
Subsoil treatment to surfaces	m2	2,000	£	0.14	£	288.40	m2	3,939	£	0.14	£	568.00	m2	4,884	£	0.14	£	704.27	m2	6,460	£	0.14	£	931.53	£	2,492.20		£	0.14	Agreed			
Grass Seeding																																
Seeding small areas such as verges	m2	2,000	£	1.55	£	3,090.00	m2	3,939	£	1.55	£	6,085.76	m2	4,884	£	1.55	£	7,545.78	m2	6,460	£	1.55	£	9,980.70	£	26,702.24		£	1.55	Agreed			
Seeding large areas such as meadows & wet grassland	m2	0	£	0.52	Rate only		m2	7,461	£	0.52	£	3,842.42	m2	9,252	£	0.52	£	4,764.78	m2	12,237	£	0.52	£	6,302.06	£	14,909.26		£	0.52	Agreed			
Weed Control																																
Total weed control to grassed areas surfaces	m2	2,000	£	0.08	£	164.80	m2	11,400	£	0.08	£	939.36	m2	14,136	£	0.08	£	1,164.81	m2	18,697	£	0.08	£	1,540.63	£	3,809.60		£	0.08	Agreed			
Aquatic Planting																																
Aquatic plug planting to the edges of ecology ponds:	m2	0	£	8.24	Rate only		m2	0	£	8.24	Rate only		0	£	8.24	Rate only		Rate only		m2	400	£	8.24	£	3,296.00				Agreed			
																									£	3,296.00		£	8.24				
Hibernacula	Each	0	£	257.50	Rate only		Each	0	£	257.50	Rate only		0	£	257.50	Rate only		Rate only		Each	4	£	257.50	£	1,030.00	£	1,030.00		£	257.50	Agreed			
Bulb Planting																																
Mix of native species planting	m2	0	£	4.12	Rate only		m2	100	£	4.12	£	412.00	m2	100	£	4.12	£	412.00	m2	400	£	8.24	£	3,296.00	£	4,120.00		£	4.12	Section 4 double the rate of other sections - needs clarification	£	2,472.00	-£	1,648.00
Planting for Roundabouts																				Each	4	£	257.50	£	1,030.00				Rogue item		-£	1,030.00
Ornamental Shrub / Herbaceous Planting	m2	0	£	15.45	Rate only		m2	0	£	15.45	Rate only		m2	0	£	15.45	Rate only		m2	400	£	15.45	£	6,180.00	£	6,180.00		£	15.45	Agreed			
Street Tree Planting																																
Semi Mature Tree with underground guying + irrigation tube + mulch	each	15	£	360.50	£	5,407.50	each	131	£	360.50	£	47,225.50	each	163	£	360.50	£	58,761.50	each	215	£	360.50	£	77,507.50	£	188,902.00		£	360.50	Agreed			
Native species Hedgerow Planting																																
Whip Planting with mulch mat + rabbit guards + canes	m	500	£	11.85	£	5,922.50	m	1,254	£	11.85	£	14,853.63	m	1,679	£	11.85	£	19,887.76	m	221	£	11.85	£	2,617.75						Agreed			
																									£	43,281.64		£	11.85				
Native species Structural Woodland /Edge Planting																																
Native whip planting with rabbit guards + canes + mulch	m2	1,000	£	3.61	£	3,605.00	m2	26,602	£	3.61	£	95,900.21	m2	32,986	£	3.61	£	118,914.53	m2	43,627	£	3.61	£	157,275.34						Agreed			
																									£	375,695.08		£	3.61				
Select standard trees with stakes + mulch	each	50	£	103.00	£	5,150.00	each	265	£	103.00	£	27,295.00	each	329	£	103.00	£	33,887.00	each	436	£	103.00	£	44,908.00	£	111,240.00		£	103.00	Agreed			
Fencing																																
Measured in Fencing series																																
Post and wire with rabbit proof infill	m	739	£	18.54	£	13,701.06	m	739	£	18.54	£	13,701.06	m	739	£	18.54	£	13,701.06	m	739	£	18.54	£	13,701.06	£	54,804.24		£	18.54	Agreed			

Maintenance																							
sat 50k a year divided over 7 sections																							
Year 1	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	£ 29,428.56		£ 7,357.14	Agreed			
Year 2	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	£ 29,428.56		£ 7,357.14	Agreed			
Year 3	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	£ 29,428.56		£ 7,357.14	Agreed			
Year 4	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	£ 29,428.56		£ 7,357.14	Agreed			
Year 5	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	sum	1	£ 7,357.14	£ 7,357.14	£ 29,428.56		£ 7,357.14	Agreed			
Street Furniture Allowance																							
Miscellaneous Street Furniture Allowance	sum	1	£ 10,300.00	£ 10,300.00	sum	1	£ 10,300.00	£ 10,300.00	sum	1	£ 10,300.00	£ 10,300.00	sum	1	£ 10,300.00	£ 10,300.00	£ 41,200.00		£ 10,300.00	Agreed			
Arboricultural Protection Measures																							
Arboricultural Protection Measures	sum	1	£ 7,725.00	£ 7,725.00	sum	1	£ 7,725.00	£ 7,725.00	sum	1	£ 7,725.00	£ 7,725.00	sum	1	£ 7,725.00	£ 7,725.00	£ 30,900.00		£ 7,725.00	Agreed			
Structures																							
River Swift Bridge																							
Substructure - Piling																							
Series 1600: Piling and Embedded Retaining Walls																							
PILING PLANT																							
Establishment of piling plant for 750 mm diameter bored cast-in-place piles in main piling					item	1	£ 13,804.26	£ 13,804.26									£ 13,804.26		£ 13,804.26	Agreed			
Establishment of piling plant for 900 mm diameter bored cast-in-place piles in main piling					item	1	£ 13,804.26	£ 13,804.26									£ 13,804.26		£ 13,804.26	Agreed			
Moving piling plant for 750 mm diameter bored cast-in-place piles in main piling					no	80	£ 463.50	£ 37,080.00									£ 37,080.00		£ 463.50	Agreed			
Moving piling plant for 900 mm diameter bored cast-in-place piles in main piling					no	21	£ 463.50	£ 9,733.50									£ 9,733.50		£ 463.50	Agreed			
CAST IN PLACE PILES																							
Vertical 750 mm diameter cast-in-place piles exceeding 5 metres but not exceeding 10 metres in length in main piling					m	560	£ 473.80	£ 265,328.00									£ 265,328.00		£ 473.80	Agreed			
Vertical 750 mm diameter cast-in-place piles exceeding 10 metres but not exceeding 15 metres in length in main piling					m	288	£ 473.80	£ 136,454.40									£ 136,454.40		£ 473.80	Agreed			
Vertical 900 mm diameter cast-in-place piles exceeding 10 metres but not exceeding 15 metres in length in main piling					m	231	£ 566.50	£ 130,861.50									£ 130,861.50		£ 566.50	Agreed			
REINFORCEMENT FOR CAST-IN-PLACE PILES																							
Grade 500 steel bar reinforcement nominal size 20 mm and over not exceeding 12 metres in length					t	58.751	£ 1,241.77	£ 72,955.11									£ 72,955.11		£ 1,241.77	Agreed			
Grade 500 steel helical reinforcement nominal size 20 mm and over					t	1.116	£ 1,241.77	£ 1,385.81									£ 1,385.81		£ 1,241.77	Agreed			
MAIN PILES TESTING																							
Establishment of sonic testing equipment for piles					sum	1	£ 2,600.75	£ 2,600.75									£ 2,600.75		£ 2,600.75	Agreed			
Sonic testing					sum	1	£ 10,403.00	£ 10,403.00									£ 10,403.00		£ 10,403.00	Agreed			
Concrete cube testing					sum	1	£ 515.00	£ 515.00									£ 515.00		£ 515.00	Agreed			
BREAKING DOWN OF PILE HEADS																							
750mm piles					no	80	£ 70.04	£ 5,603.03									£ 5,603.03		£ 70.04	Agreed			
900mm piles					no	21	£ 70.04	£ 1,470.80									£ 1,470.80		£ 70.04	Agreed			

MS Piling Attendances								
Working								
Attendant 360 excavator	weeks	10	£ 1,592.48	£ 15,924.85	£ 15,924.85	£ 1,592.48	Agreed	
Disposal of pile arisings	m3	73	£ 22.76	£ 1,661.31	£ 1,661.31	£ 22.76	Agreed	
FRC Subcontract OHP Allowance								
FRC Subcontract Prelims	sum	1	£ 91,053.57	£ 91,053.57	£ 91,053.57		Agreed	
FRC Subcontract OHP	sum	1	£ 187,500.00	£ 187,500.00	£ 187,500.00		High at 23% - 15% aceptable	-£ 65,904.13
Substructure - End Supports								
Series 500: Drainage and Service Ducts								
DRAINAGE AND SERVICE DUCTS IN STRUCTURES (INCLUDING REINFORCED EARTH STRUCTURES AND ANCHORED EARTH STRUCTURES)								
Drainage of substructure - end supports; 75 mm half round channel as Drawing Nr LESR-ACM-B2-XX-DR-SE-017001	m	12	£ 6.99	£ 83.88	£ 83.88	£ 6.99	Agreed	
Drainage of substructure - end supports; 150 mm ø perforated pipe with bed and surround as Drawing Nr LESR-ACM-B2-XX-DR-SE-026004	m	30	£ 17.39	£ 521.75	£ 521.75	£ 17.39	Agreed	
Drainage of substructure - end supports; channel outfall pipe as Drawing Nr LESR-ACM-B2-XX-DR-SE-017001	no	1	£ 1,249.38	£ 1,249.38	£ 1,249.38	£ 1,249.38	Agreed	
Drainage of substructure - end supports; drainage layer 440 x 215 x 225 prous concrete blocks as Drawing Nr LESR-ACM-B2-XX-DR-SE-026004	m2	155	£ 30.57	£ 4,738.64	£ 4,738.64	£ 30.57	Agreed	
Series 600: Earthworks								
EXCAVATION								
Excavation of acceptable material excluding Class 5A in structural foundations 0 to 3 metres in depth	m3	784	£ 8.85	£ 6,934.53	£ 6,934.53	£ 8.85	Agreed	
EXCAVATION IN HARD MATERIAL								
Extra over for excavation in hard material in cutting and other excavation	m3	78.4	£ 38.67	£ 3,031.45	£ 3,031.45	£ 38.67	Agreed	
DEPOSITION OF FILL								
Deposition of acceptable material in fill above structural concrete foundations	m3	227	£ 9.42	£ 2,138.87	£ 2,138.87	£ 9.42	Agreed	
DISPOSAL OF MATERIAL								
Disposal of acceptable material excluding Class 5A	m3	558	£ 21.93	£ 12,235.78	£ 12,235.78	£ 21.93	Agreed	
IMPORTED FILL								
Imported acceptable material polystyrene blocks in fill above structural concrete foundations	m3	53	£ 81.41	£ 4,314.99	£ 4,314.99	£ 81.41	Agreed	

Imported acceptable material Class 6N in fill to structures	m3	1,366	£ 42.01	£ 57,387.80	£ 57,387.80	£ 42.01	Agreed
COMPACTION OF FILL							
Compaction of acceptable material in fill to structures	m3	1,366	£ 4.89	£ 6,681.40	£ 6,681.40	£ 4.89	Agreed
Compaction of acceptable material in fill above structural concrete foundations	m3	227	£ 4.89	£ 1,110.31	£ 1,110.31	£ 4.89	Agreed
Series 1700: Structural Concrete							
IN SITU CONCRETE							
In situ concrete reference C35/45	m3	1,025	£ 158.89	£ 162,864.03	£ 162,864.03	£ 158.89	Agreed
In situ concrete reference C40/50	m3	16	£ 216.71	£ 3,467.43	£ 3,467.43	£ 216.71	Agreed
In situ concrete reference FND4 in blinding 75 mm or less in thickness	m3	41	£ 148.00	£ 6,068.20	£ 6,068.20	£ 148.00	Agreed
SURFACE FINISH OF CONCRETE FORMWORK							
Formwork Class F1 vertical more than 300 mm wide	m2	680	£ 61.68	£ 41,945.05	£ 41,945.05	£ 61.68	Agreed
Formwork Class F4 vertical more than 300 mm wide	m2	102	£ 61.81	£ 6,304.51	£ 6,304.51	£ 61.81	Agreed
Formwork Class F3 vertical more than 300 mm wide	m2	73	£ 61.93	£ 4,521.17	£ 4,521.17	£ 61.93	Agreed
Formwork Class F4 horizontal more than 300 mm wide	m2	13	£ 61.81	£ 803.52	£ 803.52	£ 61.81	Agreed
Formwork Class F4 vertical more than 300 mm wide	m2	217	£ 61.81	£ 13,412.53	£ 13,412.53	£ 61.81	Agreed
Formwork Class F1 300 mm wide or less at any inclination	m2	12	£ 82.72	£ 992.58	£ 992.58	£ 82.72	Agreed
Formwork Class F3 300 mm wide or less at any inclination	m2	12	£ 89.11	£ 1,069.32	£ 1,069.32	£ 89.11	Agreed
Formwork Class F4 300 mm wide or less at any inclination	m2	3	£ 82.84	£ 248.52	£ 248.52	£ 82.84	Agreed
SURFACE FINISH OF CONCRETE PATTERNED PROFILE FORMWORK							
Patterned profile formwork Type PP1 vertical	m2	153	£ 250.00	£ 38,250.00	£ 38,250.00	£ 250.00	Agreed
STEEL REINFORCEMENT FOR STRUCTURES							
Grade 500 steel bar reinforcement nominal size 16 mm and under not exceeding 12 metres in length	t	104.1	£ 1,260.91	£ 131,261.04	£ 131,261.04	£ 1,260.91	Agreed
Grade 500 steel bar reinforcement nominal size 20 mm and over not exceeding 12 metres in length	t	104.1	£ 1,260.91	£ 131,261.04	£ 131,261.04	£ 1,260.91	Agreed
Series 2100 :Bridge Bearings							
Supply and install Bridge Bearings:-Free	no	4	£ 1,500.00	£ 6,000.00	£ 6,000.00	£ 1,500.00	Agreed
Supply and install Bridge Bearings:-Guided	no	4	£ 4,500.00	£ 18,000.00	£ 18,000.00	£ 4,500.00	Agreed

Bearing Testing	no	1	£ 5,000.00	£ 5,000.00	£ 5,000.00	£ 5,000.00	Agreed
Series 2300: Bridge Expansion Joints and Sealing of Gaps							
SEALING OF GAPS							
Non-absorbant low density closed cell polyethylene joint filler board 25 mm thick	m2	28	£ 10.17	£ 284.65	£ 284.65	£ 10.17	Agreed
Two part polysulphide joint sealant 20 x 25 mm	m	85	£ 6.99	£ 593.98	£ 593.98	£ 6.99	Agreed
Substructure - Intermediate Supports							
Series 600: Earthworks							
EXCAVATION							
Excavation of acceptable material Class 5A	m3	7	£ 6.63	£ 46.44	£ 46.44	£ 6.63	Agreed
Excavation of acceptable material excluding Class 5A in structural foundations 0 to 3 metres in depth	m3	467	£ 8.85	£ 4,130.65	£ 4,130.65	£ 8.85	Agreed
DEPOSITION OF FILL							
Deposition of acceptable material in fill above structural concrete foundations	m3	160	£ 9.42	£ 1,507.58	£ 1,507.58	£ 9.42	Agreed
DISPOSAL OF MATERIAL							
Disposal of acceptable material excluding Class 5A	m3	307	£ 21.93	£ 6,731.87	£ 6,731.87	£ 21.93	Agreed
Disposal of acceptable material Class 5A	m3	7	£ 21.93	£ 153.50	£ 153.50	£ 21.93	Agreed
COMPACTION OF FILL							
Compaction of acceptable material in fill above structural concrete foundations	m3	160	£ 4.89	£ 782.59	£ 782.59	£ 4.89	Agreed
Series 1700: Structural Concrete							
IN SITU CONCRETE							
In situ concrete reference C35/45	m3	440	£ 161.10	£ 70,883.13	£ 70,883.13	£ 161.10	Agreed
In situ concrete reference FND4 in blinding 75 mm or less in thickness	m3	17	£ 148.00	£ 2,516.08	£ 2,516.08	£ 148.00	Agreed
SURFACE FINISH OF CONCRETE FORMWORK							
Formwork Class F1 vertical more than 300 mm wide	m2	225	£ 53.44	£ 12,024.32	£ 12,024.32	£ 53.44	Agreed
Formwork Class F1 300 mm wide or less at any inclination	m2	8	£ 74.47	£ 595.78	£ 595.78	£ 74.47	Agreed
Formwork Class F3 300 mm wide or less at any inclination	m2	8	£ 80.74	£ 645.94	£ 645.94	£ 80.74	Agreed
SURFACE FINISH OF CONCRETE-PATTERNED PROFILE FORMWORK							
Patterned profile formwork Type PP1 vertical	m2	223	£ 250.00	£ 55,750.00	£ 55,750.00	£ 250.00	Agreed
STEEL REINFORCEMENT FOR STRUCTURES							
Grade 500 steel bar reinforcement nominal size 16 mm and under not exceeding 12 metres in length	t	44	£ 1,260.91	£ 55,480.17	£ 55,480.17	£ 1,260.91	Agreed

Grade 500 steel bar reinforcement nominal size 20 mm and over not exceeding 12 metres in length	t	44	£	1,260.91	£	55,480.17	£ 55,480.17	£	1,260.91	Agreed
Series 2100 :Bridge Bearings										
Supply and install Bridge Bearings:-Free	no	12	£	1,500.00	£	18,000.00	£ 18,000.00	£	1,500.00	Agreed
Supply and install Bridge Bearings:-Guided	no	12	£	4,500.00	£	54,000.00	£ 54,000.00	£	4,500.00	Agreed
Bearing Testing	no	1	£	5,000.00	£	5,000.00	£ 5,000.00	£	5,000.00	Agreed
Superstructure										
Series 500: Drainage and Service Ducts										
DRAINAGE AND SERVICE DUCTS IN STRUCTURES (INCLUDING REINFORCED EARTH STRUCTURES AND ANCHORED EARTH STRUCTURES)										
Drainage of superstructure	item	1	£	10,000.00	£	10,000.00	£ 10,000.00	£	10,000.00	Agreed
Service ducts in superstructure; 100 mm ø duct laid in verge infill as Drawing Nr LESR-ACM-B2-XX-DR-SE-026001	m	1,103	£	8.79	£	9,691.40	£ 9,691.40	£	8.79	Agreed
Concrete verge Fill	m3	220.8	£	35.90	£	7,927.26	£ 7,927.26	£	35.90	Agreed
Service ducts in superstructure; 150 mm ø duct laid in verge infill as Drawing Nr LESR-ACM-B2-XX-DR-SE-026001	m	368	£	10.75	£	3,957.74	£ 3,957.74	£	10.75	Agreed
Concrete verge Fill	m3	220.8	£	132.97	£	29,360.21	£ 29,360.21	£	132.97	Agreed
Series 1700: Structural Concrete										
IN SITU CONCRETE										
In situ concrete reference C40/50	m3	859	£	132.20	£	113,559.17	£ 113,559.17	£	132.20	Agreed
SURFACE FINISH OF CONCRETE FORMWORK										
Formwork Class F1 horizontal more than 300 mm wide	m2	17	£	165.71	£	2,816.99	£ 2,816.99	£	165.71	Agreed
Formwork Class F1 vertical more than 300 mm wide	m2	53	£	53.44	£	2,832.39	£ 2,832.39	£	53.44	Agreed
Formwork Class F3 horizontal more than 300 mm wide	m2	420	£	121.81	£	51,162.09	£ 51,162.09	£	121.81	Agreed
Formwork Class F3 vertical more than 300 mm wide	m2	456	£	53.57	£	24,426.28	£ 24,426.28	£	53.57	Agreed
Permanent formwork GRP Panels horizontal more than 300 mm wide	m2	1,611	£	138.59	£	223,262.21	£ 223,262.21	£	138.59	Agreed
Formwork Class F1 300 mm wide or less at any inclination	m2	2	£	74.47	£	148.95	£ 148.95	£	74.47	Agreed
STEEL REINFORCEMENT FOR STRUCTURES										
Grade 500 steel bar reinforcement nominal size 16 mm and under not exceeding 12 metres in length	t	86	£	1,260.91	£	108,438.52	£ 108,438.52	£	1,260.91	Agreed
Grade 500 steel bar reinforcement nominal size 20 mm and over not exceeding 12 metres in length	t	86	£	1,260.91	£	108,438.52	£ 108,438.52	£	1,260.91	Agreed
Series 1800: Steelwork for Structures										

FABRICATION OF STEELWORK									
Fabrication of main members comprising plated girders, grade S355 J2W + N, curved on plan or elevation and tapering	t	504.565	£ 2,762.25	£ 1,393,736.69	£ 1,393,736.69	£ 2,762.25	Agreed		
Fabrication of main members comprising plated girders, grade S355 K2W + N, curved on plan or elevation and tapering	t	168.122	£ 2,762.25	£ 464,395.67	£ 464,395.67	£ 2,762.25	Agreed		
Fabrication of subsidiary steelwork comprising plated girders and fabricated angle bracing, grade S355 J2W + N	t	91.795	£ 2,762.25	£ 253,561.11	£ 253,561.11	£ 2,762.25	Agreed		
ERECTION OF STEELWORK									
Trial erection at the place of fabrication (if required)	item	1	£ 25,750.00	£ 25,750.00	£ 25,750.00	£ 25,750.00	Agreed		
Permanent erection of River Swift Viaduct Steelwork superstructure all as shown on Drawing No's LESR-ACM-B2-XX-DR-SE-018001 to 018005	t	764.481		Not priced	Not priced				
MISCELLANEOUS METALWORK									
Shear studs to cross girders; Type SD1, 19mm Ø, 150mm long, minimum yield strength of 385 N/mm² (696 No.)	t	0.263	£ 2,762.25	£ 726.47	£ 726.47	£ 2,762.25	Agreed		
Shear studs to main girders; Type SD1, 19mm Ø, 150mm long, minimum yield strength of 385 N/mm² (9020 No.)	t	3.41	£ 2,762.25	£ 9,419.29	£ 9,419.29	£ 2,762.25	Agreed		
Series 1900: Protection of Steelwork Against Corrosion									
PROTECTIVE SYSTEM									
Protective system (no info)	m2	5,721	£ 10.66	£ 60,988.72	£ 60,988.72	£ 10.66	Agreed		
Series 2100 :Bridge Bearings									
		0		Not priced	Not priced				
Series 2300: Bridge Expansion Joints and Sealing of Gaps									
BRIDGE DECK EXPANSION JOINTS									
Expansion joint Exspan Transflex with 150 mm gap width and 12.350 metres in length	no	1	£ 22,500.00	£ 22,500.00	£ 22,500.00	£ 22,500.00	Agreed		
SEALING OF GAPS									
High density closed cell polyethylene joint filler board 25 mm thick	m2	7	£ 10.17	£ 71.16	£ 71.16	£ 10.17	Agreed		
Finishings									
Series 400: Road Restraint Systems (Vehicle and Pedestrian)									
VEHICLE PARAPETS									
Vehicle parapet containment performance class N2 working width class W2 1.40 m high straight or curved exceeding 50 metres radius	m	429	£ 643.28	£ 275,965.49	£ 275,965.49	£ 643.28	Agreed		
Series 1100: Kerbs, Footways and Paved Areas									
FOOTWAYS AND PAVED AREAS									
Footway/cycleway comprising ST4 concrete verge infill average 270 mm thick dense macadam surface course 20 mm thick surfaces sloping at 10 degrees or less to the horizontal									
Footway/cycleway: ST4 concrete verge infill average 270 mm thick	m2	315.9	£ 35.90	£ 11,341.58	£ 11,341.58	£ 35.90	Agreed		

Footway/cycleway:Dense macadam surface course 20 mm thick					m2	1,103	£ 9.79	£ 10,792.86									£ 10,792.86		£ 9.79	Agreed		
Series 1800: Steelwork for Structures																						
MISCELLANEOUS METALWORK																						
Metal access cover and frame 950 x 950 mm as Drawing Nr LESR-ACM-B2-XX-DR-SE-017002					no	2	£ 1,500.00	£ 3,000.00									£ 3,000.00		£ 1,500.00	Agreed		
Metal access ladder as Drawing Nr LESR-ACM-B2-XX-DR-SE-017002					no	2	£ 5,000.00	£ 10,000.00									£ 10,000.00		£ 5,000.00	Agreed		
Series 2000: Waterproofing for Structures																						
WATERPROOFING																						
Waterproofing with two coats of bitumen more than 300 mm wide horizontal or at any inclination up to and including 30 degress to the horizontal					m2	662	£ 6.62	£ 4,384.27									£ 4,384.27		£ 6.62	Agreed		
Waterproofing with two coats of bitumen more than 300 mm wide at any inclination more than 30 degrees up to and including 90 degrees to the horizontal					m2	798	£ 6.62	£ 5,284.97									£ 5,284.97		£ 6.62	Agreed		
Waterproofing with spray applied waterproofing system more than 300 mm wide horizontal or at any inclination up to and including 30 degress to the horizontal					m2	2,417	£ 19.79	£ 47,823.49									£ 47,823.49		£ 19.79	Agreed		
Waterproofing with spray applied waterproofing system more than 300 mm wide at any inclination more than 30 degrees up to and including 90 degrees to the horizontal					m2	82	£ 19.79	£ 1,622.48									£ 1,622.48		£ 19.79	Agreed		
Waterproofing with spray applied waterproofing system 300 mm wide or less at any inclination					m2	111	£ 19.79	£ 2,196.28									£ 2,196.28		£ 19.79	Agreed		
				£ 5,210,386.53				£ 8,407,425.78				£ 3,616,685.56				£ 6,907,467.49						-£ 707,234.21

Appendix B

Sports England 2nd quarter 2023 facility cost updates

2nd quarter 2023 facility cost updates

The following costs are for the development of good quality community sports facilities at 2Q2023. These rounded costs are based on typical schemes funded through the Lottery and where applicable, based on pdf layouts developed in accordance with Sport England design guidance.

Tender prices are forecast to have increased by 5% in the 12 months to 2Q2023.

Labour site rates continue to rise faster than wage awards and are expected to be the main driver of growth in overall costs in the second half of 2023. There is a shortage of construction labour which is expected to push up wages over the next two years.

The rate of materials cost inflation has been easing and many supply chain issues have been resolved. Prices for concrete, cement, bricks and tiles continue to rise, whereas the prices of, for example steelwork and reinforcement has reduced. Overall availability seems to be close to pre-covid levels.

New work output is forecast to contract in 2023 and 2024, returning to slow growth thereafter.

Climate goals may help support the infrastructure sector, but other sectors should benefit as retrofitting becomes more attractive.

Tender prices are forecast to rise by approximately 3% per annum in 2023, 2024 and 2025 with variation due to procurement and project type, and regional factors.

Facility Costs 2Q2023

Facility type/ details	Area (m²)	Capital cost (£)
Indoor facilities		
Affordable Sports Halls		
• 1-court hall (18 x 10 m)	382	860,000
• 2-court hall (18 x 17 m)	515	980,000
• 4-court hall (34.5 x 20 m)	1,532	2,860,000
• 5-court hall (40.6 x 21.35 m)	1,722	3,095,000
• 6-court hall (34.5 x 27 m)	1,773	3,135,000
• 8-court hall (40 x 34.5 m)	2,240	3,920,000
• 10-court hall (40.6 x 42.7 m)	2,725	4,715,000
• 12-court hall (60 x 34.5 m)	3,064	5,195,000
Affordable Community Swimming Pools		
• 4-lane 25 m pool (25 x 8.5 m)	1,084	4,450,000
• 5-lane 25 m pool (25 x 10.5 m)	1,344	5,390,000
• 6-lane 25 m pool (25 x 12.5 m)	1,543	5,850,000
• 6-lane 25 m pool (25 x 12.5 m) plus secondary pool (13 x 7 m)	1,850	6,970,000
• 8-lane 25 m pool (25 x 17 m)	1,878	7,050,000
• 8-lane 25 m pool (25 x 17 m) plus secondary pool (17 x 7 m)	2,226	8,090,000
Affordable Sports Centres with Community 25 m Pool Options		
• 4-lane 25 m pool, 4-court hall, 50-station health and fitness gym plus studio	2,879	9,560,000
• 6-lane 25 m pool, 4-court hall, 100-station health and fitness gym plus 2 studios	3,553	11,220,000
• 6-lane 25 m pool plus learner pool, 4-court hall, 100-station health and fitness gym plus 2 studios	3,906	12,360,000
• 8-lane 25 m pool plus learner pool, 5-court hall, 100-station health and fitness gym plus 2 studios	4,509	13,685,000
Affordable Sports Centres with Community 50 m Pool Options		
• 8-lane 50 m pool with boom and 23.5 m-long movable floor, 5-court hall, 100-station health and fitness gym plus 2 studios	5,592	19,970,000
• 8-lane 50 m pool plus learner pool, 5-court hall, 100-station health and fitness gym plus 2 studios	6,115	20,230,000
• 8-lane 50 m pool plus learner pool, 5-court hall, 150-station health and fitness gym plus 3 studios	6,499	20,915,000

Facility type/ details	Area (m²)	Capital cost (£)
Indoor facilities continued		
Bowls centres (indoor)		
• 6 rinks (excludes club/ function room)	1,914	2,595,000
• 8 rinks (includes club/ function room)	2,500	3,390,000
Changing rooms/ clubhouses (traditional construction)		
• 2 team changing rooms plus officials	75	300,000
• 4 team changing rooms plus club room	245	785,000
Tennis centre (indoor)		
• 3-court centre	2,138	2,930,000
• Extra court		955,000
Outdoor facilities		
Cricket pitch		
• 1-bay practice cage on macadam base (32 x 3 m)	96	40,000
• Match pitch on macadam base (32 x 3 m)	96	25,000
Grandstand		
• 500 seats, no undercroft		805,000
Skate park		
• 40 x 18 m, fenced, sports lighting	720	185,000
Artificial grass pitches (AGPs)		
Football AGP		
• U9/ U10/ training 23 mm sand-filled pitch, fenced, sports lighting (61 x 43 m)	2,623	440,000
• U9/ U10/ training 40-50 mm 3G pitch, fenced, sports lighting (61 x 43 m)	2,623	485,000
• U9/ U10/ training 60-65 mm 3G pitch, fenced, sports lighting (61 x 43 m)	2,623	510,000
• Senior 23 mm sand-filled pitch, fenced, sports lighting (106 x 70 m)	7,420	1,030,000
• Senior 40 mm 3G pitch, fenced, sports lighting (106 x 70 m)	7,420	1,115,000
• Senior 50 mm 3G pitch, fenced, sports lighting (106 x 70 m)	7,420	1,120,000
• Senior 60 mm 3G pitch, fenced, sports lighting (106 x 70 m)	7,420	1,140,000
• Senior 65 mm 3G pitch, fenced, sports lighting (106 x 70 m)	7,420	1,170,000

Facility type/ details	Area (m²)	Capital cost (£)
Artificial grass pitches (AGPs) continued		
Hockey AGP		
• 18 mm sand-dressed pitch, fenced, sports lighting (101.4 x 63.0 m)	6,388	950,000
• 23 mm sand-filled pitch, fenced, sports lighting (101.4 x 63.0 m)	6,388	890,000
• Water-based pitch, fenced, sports lighting (101.4 x 63.0 m)	6,388	1,060,000
Rugby League AGP		
• Senior 65 mm 3G pitch, fenced, sports lighting (122 x 74 m)	9,028	1,440,000
Rugby Union AGP		
• Senior 65 mm 3G pitch, fenced, sports lighting (130 x 80 m)	10,400	1,550,000
Macadam surfaces		
Athletics track		
• 6-lane track with 110 m straight both sides, grass infield, artificial-surfaced throws, jumps and end fans, sports lighting		1,705,000
• 8-lane track with 110 m straight both sides, grass infield, artificial-surfaced throws, jumps and end fans, sports lighting		1,855,000
Multi use games area		
• Macadam, fenced, sports lighting (36.60 x 21.35 m)	782	180,000
Tennis courts (outdoor)		
• 2 courts, macadam, fenced, sports lighting (36.58 x 33.53 m)	1,227	245,000
• 4 courts, macadam, fenced, sports lighting (36.58 x 64.01 m)	2,342	435,000
• 6 courts, macadam, fenced, sports lighting (36.58 x 94.49 m)	3,456	570,000

Facility type/ details	Area (m²)	Capital cost (£)
Natural turf surfaces		
Bowling natural turf green		
• Flat or crown green (40 x 40 m)	1,600	170,000
Cricket natural turf pitch		
• Cricket pitch with 8-pitch square and 2 winter sport pitches (125.6 x 164.4 m)	20,649	345,000
Football natural turf pitches		
• U8/ U7 mini pitch (43 x 33 m)	1,419	30,000
• U16/ U15 youth pitch (97 x 61 m)	5,917	90,000
• Senior pitch (106 x 70 m)	7,420	110,000
Rugby League natural turf pitch		
• Senior pitch (122 x 74 m)	9,028	145,000
Rugby Union natural turf pitch		
• Senior pitch (130 x 80 m)	10,400	165,000
Carpet-hybrid surfaces for community use		
Football carpet-hybrid pitches		
• U8/ U7 mini pitch (43 x 33 m)	1,419	95,000
• U16/ U15 youth pitch (97 x 61 m)	5,917	370,000
• Senior pitch (106 x 70 m)	7,420	460,000
Rugby League carpet-hybrid pitch		
• Senior pitch (122 x 74 m)	9,028	555,000
Rugby Union carpet-hybrid pitch		
• Senior pitch (130 x 80 m)	10,400	650,000

Notes

1. The area for buildings is the gross internal floor area (GIFA).
2. The area for pitches typically includes safety run-offs.
3. The sizes for artificial, natural turf and carpet-hybrid pitches reflect current or developing best practice or NGB recommendations.
4. The costs for:
   - Affordable Sports Halls;
   - Affordable Community Swimming Pools;
   - Affordable Sports Centres with Community 25 m Pool Options;
   - Affordable Sports Centres with Community 50 m Pool Options;

   align with the costs included in the Sport England publications of the same name updated to 2Q2023. The reader is referred to these documents and their appendices for further information on sizes and general arrangement layouts.
5. The costs include the following:
   - External works allowance (car parks, roads, paths, services connections etc) averaged at 12% of the sports facility costs;
   - 12 months maintenance/grow-in costs for natural turf and carpet-hybrid pitches;
   - Allowance for fees inclusive of project management (PM), site investigation (SI), planning and associated fees.
6. The fees for:
   - Artificial grass pitches;
   - Macadam outdoor surfaces;
   - Natural turf pitches;
   - Carpet-hybrid pitches;

   are included at 6% (inclusive of PM, SI, planning and associated fees).
7. The costs exclude the following:
   - Project specific details/ information, poor ground conditions, difficult access, long service connections;
   - Site remodelling, pump and sump systems and SuDS attenuation for natural turf and carpet-hybrid pitches;
   - Inflation beyond 2Q2023;
   - VAT;
   - Land acquisition costs;
   - Regional cost variations in materials and labour.

Click here for **User guide** and other **Design and cost guidance**

Appendix 7 – S106 Cost Review

DRAFT

DATED 17th May 2022

(1) LEICESTERSHIRE COUNTY COUNCIL

And

(2) HARBOROUGH DISTRICT COUNCIL

And

(3) HADRAJ LIMITED

PLANNING AGREEMENT
Section 106 of the Town and Country Planning Act 1990 relating to
Land East of Lutterworth, Gilmorton Road, Lutterworth
(Reference Number 19/00250/OUT)

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THIS DEED is made on 17th May 2022

1. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA ("the Owner" and "the County Council")

2. **HARBOROUGH DISTRICT COUNCIL** of The Symington Building, Adam and Eve Street, Market Harborough, Leicestershire, LE16 7AG ("the Council")

3. **HADRAJ LIMITED** (Company registration number 12524856) whose registered office is situated at Warren Farm, Swinford Road, Cotesbach, Lutterworth LE17 4HP ("Hadraj")

RECITALS

A. The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.

B. The County Council is the local highway authority pursuant to the Highways Act 1980 (as amended) and is the local education authority and is responsible for the provision of education, highways, civic amenity and library facilities for the area within which the Site is located.

C. The Owner is the freehold owner of the parts of the Site more particularly described in the First Schedule.

D. Hadraj is the freehold owner of that part of the Site registered at HM Land Registry under Title Number LT478551.

E. The Owner is the freehold owner of the Replacement Leisure Centre Land pursuant to title number LT384507 as more particularly defined in Part Ten of the Third Schedule and shown on Plan 2.

F. The Council resolved on 28 July 2020 20 July 2021 and 7 December 2021 to grant the Planning Permission subject to completion of this Agreement.

G. The parties to this Agreement have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Agreement) and the advice set out in the NPPF and agree that the planning obligations contained within this Agreement are:

   (i) necessary to make the Development acceptable in planning terms;
   (ii) directly related to the Development; and
   (iii) fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED WITNESESS AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

1.1 For the purposes of this Agreement the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended)

"Application"	the application for hybrid planning permission dated 27th February 2019 submitted to the Council for the Development and allocated reference number 19/00250/OUT
"Base Index Figure"	the Index figure on 28 July 2020 save for the GP Contribution where the Index figure is 5 December 2020 and save for the Police Contribution where the Index figure is 18 March 2021 and save for the Early Years Contribution No 1, the Early Years Contribution No 2, the Primary School 1 Contribution, the Primary School 2 Contribution, the Secondary Education Contribution, the Special Educational Needs Primary Contribution and the Special Educational Needs Secondary Contribution where the Index figure is 1 July 2021
"Commencement"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out 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 works in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure temporary compounds and welfare facilities, the temporary display of site notices or advertisements and "Commence Development" and "Commencement of Development" shall be construed accordingly
"Community Hub"	the area marked "Sub-phase CH" on the Phasing Plan
"Development"	the development of the Site comprising: outline application for development (including demolition) of up to 2,750 dwellings; business, general industrial and storage and distribution uses; two

	primary schools; neighbourhood centre; public open space; greenspace; drainage features; acoustic barrier; and other associated infrastructure (some matters reserved); and full application for the development of a spine road and associated junctions with the A426 north of Lutterworth, Gilmorton Road, Chapel Lane (including the partial closure and realignment of Chapel Lane to motor vehicles and horse riders), and the A4304 east of M1 Junction 20; comprising carriageway, footway, cycleway and associated infrastructure to include earthworks, bridge structures, services, drainage, landscaping, lighting and signage
"Dwelling"	any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"Final Index Figure"	the figure published or otherwise agreed or determined in respect of the Index figure immediately prior to the respective dates on which the relevant contributions are paid
"Implementation Notice"	a notice substantially in the form set out in Appendix 1
"Index"	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if it is rebased or replaced such appropriate alternative index as shall be substituted by the Council or other appropriate Index as specifically mentioned in this Agreement
"Interest"	interest at 5 per cent (5%) above the base lending rate of the Barclays Bank Plc from time to time
"Management Company"	a company or companies to be formed by the Owner prior to Occupation of the first (1st) Dwelling which is to be first approved in writing by the Council. The matters to be approved (such approval not to be unreasonably withheld or delayed) will include, inter alia, the structure, the funding and draft

	covenants to be included in future transfers/leases. Subject to the provisions of Part One and Part Three of the Third Schedule, the Management Company will be responsible for the long-term management and maintenance of the Pavilion, the Community Centre, PF1 and PF2 in the event they are not transferred to the Council. The Management Company will be funded by an annual service charge on each Dwelling, the shares in which Management Company may be offered to occupants of the Dwellings or such other third party body as may be agreed in writing between the Owner and the Council
"NPPF"	the National Planning Policy Framework published on 21 July 2021 by the Government or any successor policy or legislative provisions introduced from time to time or any such other successor document
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
"Occupation Notice"	a notice substantially in the form set out in Appendix 2
"Owner"	in the context of any reference to the County Council as Owner, the definition of "Owner" means the County Council acting strictly in its capacity as the freehold owner and not acting in any of its statutory capacities functions powers or duties in respect of which it is the beneficiary of any covenants and/or obligations terms and conditions in this Agreement and for the avoidance of doubt reference to the "County Council" shall be reference to the County Council acting in any of its statutory capacities functions powers or duties

"Phase"	a phase of the Development in accordance with the Phasing Plan
"Phasing Plan"	the phasing plan number 8379-L-30 Rev A appended to this Agreement at Appendix 4 or such other phasing plan as may be agreed between the Owner and the Council from time to time
"Plan 1"	the plan number 8379-L-01 Rev J attached to this Agreement at Appendix 3
"Plan 2"	the plan titled "Lutterworth East – proposed Leisure Centre" dated November 2021 attached to this Agreement at Appendix 10
"Planning Permission"	the hybrid planning permission subject to conditions to be granted by the Council pursuant to the Application substantially as set out in the draft in the Second Schedule
"Reasonable Endeavours"	that the following steps have been taken over a reasonable period of time in order to achieve the desired result; 1) Methods commercially prudent and likely to achieve the desired result have been taken; and 2) In the event that a first attempt at securing the desired result has failed then (unless there are no reasonable alternatives) an alternative method of achieving the desired result
"Reserved Matters"	the approval of details for any Sub Phase of the Development which have been reserved for subsequent approval by the Planning Permission
"Sub Phase"	any part of a Phase which is the subject of a Reserved Matters submission
"Site"	the land registered under the title numbers listed in the First Schedule and referred to in Recitals C and D against which this Agreement may be enforced as shown edged red on Plan 1 being land East Of Lutterworth, Gilmorton Road, Lutterworth.
"Working Day"	any day of the week except Saturday, Sunday or public and bank holidays

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement save that any reference to a paragraph in a part of any schedule such reference is a reference to a paragraph in that part.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party including those who are party to a building lease granted by the Owner and in the case of the Council and the County Council the successors to their respective statutory functions.

2.7 The headings and contents list are for reference only and shall not affect construction.

2.8 For such time as the County Council is the freehold owner (or the owner within the meaning in section 336 of the Act) of any part of the Site the planning obligations created by this Agreement in favour of the County Council shall be enforceable solely by the Council.

3. LEGAL BASIS

3.1 This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 (as amended), Section 1 of the Localism Act 2012 (as amended) and all other enabling powers.

3.2 The covenants restrictions and requirements imposed upon the Owner in relation to the Site and the Replacement Leisure Centre Land and Hadraj in relation to the Site under this Agreement create planning obligations for the purposes of section 106 of the Act and are enforceable by either or both of the County Council and the Council subject to clause 2.8.

4. CONDITIONALITY

This Agreement is conditional upon:

(i) the grant of the Planning Permission; and

(ii) the Commencement of Development (save where indicated otherwise)

save for the provisions of clauses 7, 8, 13, 14, 15 and 16 which shall come into effect immediately upon completion of this Agreement.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the Third Schedule to this Agreement and with the County Council as set out in the Fourth Schedule to this Agreement.

6. THE COUNCIL'S COVENANTS AND THE COUNTY COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

6.2 The County Council covenants with the Owner as set out in the Sixth Schedule.

7. COVENANTS BY HADRAJ AND THE COUNTY COUNCIL

7.1 The Owner hereby irrevocably and unconditionally indemnifies and keeps indemnified Hadraj in full in respect of

7.1.1 all liabilities, payments, covenants and obligations arising under this Agreement, and

7.1.2 any losses, costs, expenses, demands, actions, proceedings and liabilities incurred by Hadraj under this Agreement arising out of any breach or the failure of the Owner to pay any contributions or payments within the Agreement

Provided that this indemnity shall not apply in circumstances where any act or omission by or on behalf of Hadraj triggers an obligation contained in this Agreement or causes any breach of an obligation contained in this Agreement provided further that Hadraj covenants with the Owner not to Commence Development or otherwise to carry out any action which either triggers an obligation under this Agreement or causes any breach of this Agreement.

7.2 Until such time as the part of the Site owned by Hadraj is transferred to the Owner Hadraj hereby covenants with the Council not to Commence Development or otherwise to carry out any action which either triggers an obligation under this Agreement or causes any breach of this Agreement save that upon transfer of that part of the Site to the Owner the land shall be bound by the terms of this Agreement

7.3 Subject to clause 8.9, in the event Hadraj breaches clause 7.2 the obligations on the "Owner" contained in this Agreement shall apply jointly and severally with Hadraj.

8. MISCELLANEOUS

8.1 The Owner shall pay to the Council on completion of this Agreement the reasonable legal costs of the Council and Hadraj incurred in the negotiation, preparation and execution of the Agreement.

8.2 The Owner shall serve the Implementation Notice on the Council and the County Council at least twenty (20) Working Days before the Commencement of Development and shall serve each Occupation Notice at least seven (7) Working Days before each trigger point referred to in the Third Schedule and the Fourth Schedule.

8.3 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 (as amended).

8.4 This Agreement shall be registerable as a local land charge by the Council.

8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

8.6 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8.7 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then the offending provision shall be deemed severed from this Agreement and such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

8.8 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed and refused upon redetermination, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after he shall have parted with all interest in the Site or the part of the Site in respect of which such breach occurs (or whilst he shall have no interest in the part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.10 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 Agreement.

8.11 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

8.12 Subject to the provisions of Part Two of the Third Schedule the obligations in this Agreement shall not be enforceable against (i) individual owners occupiers or lessees of any Dwelling or (ii) any statutory undertakers or utility company in relation to any part of the Site acquired for carrying out such undertakers functions or (iii) against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.

9. WAIVER

No waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or County Council (or Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. INDEXATION

All sums referred to in this Agreement shall be indexed and be either the greater of such sum or such sum as increased by an amount equivalent to the increase in the Index until the date on which such sum is paid using the following formula:

A x C/B = AMOUNT OF INDEXED CONTRIBUTION PAYABLE

(A) = the amount of the contribution set out in this Agreement

(B) = the Base Index Figure

(C) = the Final Index Figure.

11. INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

12. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

13. DISPUTE PROVISIONS

13.1 In the event of any dispute or difference arising between the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error save that no decision taken shall prevent or restrict the County Council in the exercise of its statutory duty to ensure sufficient school places are provided locally within the Development in respect of primary school places and at secondary schools serving the Development and also for children and young people with a special education need and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any final written representation.

13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.

13.5 The provisions of this clause shall not affect the ability of the Council and County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

13.6 This clause 13 shall not apply to disputes relating to matters of law, or the construction or interpretation of this Agreement which shall only be subject to the jurisdiction of the courts of England.

14 NOTICES

14.1 The relevant addresses for each party are:

14.1.1 For the Council, at the address on page 3 of this Agreement marked for the attention of the Chief Officer, Planning and Regeneration;

14.1.2 For the County Council, at the address on page 3 of this Agreement marked for attention of the Head of Planning and Historic and Natural Environment or such other person performing this function for the time being save that any notice or communication required by the Fourth Schedule Part Two shall be marked for the attention of the Director of Environment and Transport and for the Fourth Schedule Part Five for the Head of Service for Education Sufficiency and the Service Manager School Organisation; or in either case such other person performing these functions;

14.1.3 For the Owner, at the address on page 3 of this Agreement marked for the attention of the Director Corporate Resources or such other person performing this function for the time being.

14.2 Any notice or other communication given or made in accordance with this Agreement shall be in writing; and may (in addition to any other effective mode of service) be delivered personally or sent by registered or recorded delivery or prepaid first class letter post or its equivalent.

14.3 Notices shall not be sent by email or DX.

15 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

16 DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on the day and year first before written.

FIRST SCHEDULE
DETAILS OF OWNER'S TITLE AND SITE DESCRIPTION

Land at Lutterworth East, Gilmorton Road, Lutterworth, Leicestershire

- LT404672

Registered to Leicestershire County Council

SECOND SCHEDULE
DRAFT DECISION NOTICE

19/00250/OUT **RECOMMENDATION SHEET**

RECOMMENDATION: PER
TYPE: COMM COMM
OFFICER: MPA

DATE OF RECOMMENDATION:
EXPIRY DATE: 07/06/19
RELEASE DATE: 20/06/20
REPLY TO (TREES):

Name and address of applicant:	Name and address of agent (if any):
Leicestershire County Council C/o Marrons Planning	Gary Stephens - Marrons Planning Bridgeway House Bridgeway Stratford Upon Avon CV37 6YX

Date of application: 8th March 2019 Application number: 19/00250/OUT

Particulars and location of development:

Hybrid planning application comprising: Outline application for development (including demolition) of up to 2,750 dwellings; business, general industrial and storage and distribution uses; two primary schools; neighbourhood centre; public open space; greenspace; drainage features; acoustic barrier; and other associated infrastructure (some matters reserved); and full application for the development of a spine road and associated junctions with the A426 north of Lutterworth, Gilmorton Road, Chapel Lane (including the partial closure and realignment of Chapel Lane to motor vehicles and horse riders), and the A4304 east of M1 Junction 20; comprising carriageway, footway, cycleway and associated infrastructure to include earthworks, bridge structures, services, drainage, landscaping, lighting and signage, Land East Of Lutterworth, Gilmorton Road, Lutterworth.

Conditions

Detailed Commencement

1. The development being the detailed element of this permission (construction of the Spine Road, associated junctions, landscaping, earthworks and lighting) hereby permitted shall be begun within five years of the date of this permission.

   REASON: In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

Reserved Matters Submission

2. The first application for approval of reserved matters shall be submitted no later than five years from the date of this permission and all subsequent reserved matters applications shall be submitted by no later than twenty years from the date of this permission. The development hereby permitted shall be begun before the expiration of five years from the date of this permission or two years from the date of approval of the last reserved matter to be approved whichever is the later.

   REASON: To encourage the early development of the site and to give the applicant sufficient time to submit reserved matters applications because of the scale of the development it will take a number of years for it to be fully implemented and to accord with Policy L1 of the Harborough Local Plan

Reserved Matters

3. Details of the appearance, landscaping, layout, access and scale of the relevant Phase of development (or Sub-Phase) (hereinafter called "the reserved matters") shall be agreed in writing by the District Planning Authority. The development shall be carried out in accordance with the approved details.

   REASON: To ensure a satisfactory form of development as these details are reserved for later approval and to accord with Policy L1 of the Harborough Local Plan

Reserved Matters Details

4. The development including applications for the approval of the reserved matters shall be in accordance with the principles and parameters described and shown in the following plans and documents:
    - Design & Access Statement February 2019
    - Site Location Plan 8379-L-01 FPCR J
    - Parameters Plan 8379-L-03 FPCR N
    - General Arrangement (Entire Site) LESR-ACM-XX-XX-DR-HW-00001 Aecom P05
    - Spine Road General Arrangement Sheet 1 LESR-ACM-XX-XX-DR-HW-00011 Aecom P07
    - Spine Road General Arrangement Sheet 2 LESR-ACM-XX-XX-DR-HW-00012 Aecom P08
    - Spine Road General Arrangement Sheet 3 LESR-ACM-XX-XX-DR-HW-00013 Aecom P08
    - A426 / Spine Road Signalised Junction (LE-J6) General Arrangement LESR-ACM-XX-XX-DR-HW-00023 Aecom P05
    - M1 J20 Signalised Roundabout (LE-J1) General Arrangement LESR-ACM-XX-XX-DR-HW-00025 Aecom P05
    - A4304 / Spine Road Signalised Junction (LE-J2) General Arrangement LESR-ACM-XX-XX-DR-HW-00026 Aecom P07
    - A426 / Bill Crane Way Signalised Junction (LE-J7) General Arrangement LESR-ACM-XX-XX-DR-HW-00030 Aecom P05
    - A4304 / Employment Signalised Junction (LE-J3) General Arrangement LESR-ACM-XX-XX-DR-HW-00031 Aecom P05
    - Typical Cross Section Sheet 1 LESR-ACM-XX-XX-DR-HW-00029 Aecom P04
    - Typical Cross Section Sheet 2 LESR-ACM-XX-XX-DR-HW-00032 Aecom P04
    - Geometric Layout Sheet 1 LESR-ACM-XX-XX-DR-HW-00034 Aecom P05
    - Geometric Layout Sheet 2 LESR-ACM-XX-XX-DR-HW-00035 Aecom P05
    - Geometric Layout Sheet 3 LESR-ACM-XX-XX-DR-HW-00036 Aecom P06
    - Geometric Layout Sheet 4 LESR-ACM-XX-XX-DR-HW-00037 Aecom P05
    - Geometric Layout Sheet 5 LESR-ACM-XX-XX-DR-HW-00038 Aecom P06
    - Geometric Layout Sheet 6 LESR-ACM-XX-XX-DR-HW-00039 Aecom P05
    - Drainage Layout Sheet 1 LESR-ACM-XX-XX-DR-HW-00040 Aecom P04
    - Drainage Layout Sheet 2 LESR-ACM-XX-XX-DR-HW-00041 Aecom P05
    - Drainage Layout Sheet 3 LESR-ACM-XX-XX-DR-HW-00042 Aecom P05
    - Road Lighting Layout & LUX Contours Sheet 1 LESR-ACM-XX-XX-DR-HW-00059 Aecom P04
    - Road Lighting Layout & LUX Contours Sheet 2 LESR-ACM-XX-XX-DR-HW-00060 Aecom P04
    - Road Lighting Layout & LUX Contours Sheet 3 LESR-ACM-XX-XX-DR-HW-00061 Aecom P04
    - M1 J20 (LE-J1) Road Lighting Layout & LUX Contours LESR-ACM-XX-XX-DR-HW-00062 Aecom P03
    - A4304 / Spine Road (LE-J2) Road Lighting Layout & LUX Contours LESR-ACM-XX-XX-DR-HW-00063 Aecom P03
    - A4304 / Employment (LE-J3) Road Lighting Layout & LUX Contours LESR-ACM-XX-XX-DR-HW-00064 Aecom P03
    - A426 / Spine Road (LE-J6) Road Lighting Layout & LUX Contours LESR-ACM-XX-XX-DR-HW-00065 Aecom P03
    - A426 / Bill Crane Way (LE-J7) Road Lighting & LUX Contours LESR-ACM-XX-XX-DR-HW-00066 Aecom P03
    - M1 Crossing Overbridge General Arrangement LESR-ACM-XX-XX-DR-SE-000001 Aecom P02
    - River Swift Crossing Overbridge General Arrangement LESR-ACM-XX-XX-DR-SE-000002 Aecom P03
    - A4304 / Spine Road Signalised Junction (LE-J2) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-00048 Aecom P06
    - A4304 / Employment Signalised Junction (LE-J3) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-00049 Aecom P06
    - A426 / Spine Road Signalised Junction (LE-J6) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-00050 Aecom P05
    - A426 / Bill Crane Way Signalised Junction (LE-J7) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-00051 Aecom P05
    - Spine Road Signalised Junction 1 (LE-J8) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-00052 Aecom P05
    - Spine Road Signalised Junction 2 (LE-J9) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-00053 Aecom P06
    - Gilmorton Road (JE4) & M1 Crossing (JE5) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-000046 Aecom P01

- o M1 Junction J20 (LE-J1) Swept Path Analysis LESR-ACM-XX-XX-DR-HW-000047 Aecom P01

REASON: For the avoidance of doubt and to ensure high standards of urban design and comprehensively planned development; to ensure a coordinated and acceptable integration between different land uses and to ensure that the submitted reserved matters applications are in accordance with the scale and nature of development assessed in the submitted Environmental Statement and accompanying Design and Access Statement and to accord with Policy L1 of the Harborough Local Plan.

Phasing

5. No development north of the A4304 other than the detailed element of this permission (construction of the Spine Road, associated junctions, landscaping, earthworks and lighting) shall commence until a Site Wide Phasing Programme is submitted to and approved in writing by the District Planning Authority and shall include details of the proposed sequence of development across the site, the extent and location of the Sub-Phases including reference to the type and extent of any development in each Phase and Sub-Phase and the trigger points for the delivery of the associated infrastructure and facilities. The Site Wide Phasing Programme shall include the following matters and shall state at the construction of the specific number of residential units when any of the following is to be delivered in order that the development shall be delivered in accordance with the submitted Design and Access Statement and the approved Parameters Plan and the development shall be carried out in accordance with the agreed Site Wide Phasing Programme;
   - A. Any environmental mitigation measures specified in the Environmental Statement or as amended by the further information for the Environmental Statement and the manner in which the same are to be secured.
   - B. Major infrastructure including all bridges, accesses, roads, footpaths and cycleways.
   - C. Public open space areas including the Swift Valley Community Park informal open spaces, areas, allotments, sports pitches, equipped play areas, grassland, wetland habitats, new woodlands and greenways
   - D. Structural landscaping and earth bunds.
   - E. The provision of acoustic barriers
   - F. Primary schools
   - G. Community Hub
   - H. Strategic drainage and SuDs (Sustainable Urban Drainage) infrastructure.
   - I. Waste and recycling facilities (permanent and temporary).
   - J. Any strategic or community based energy infrastructure.
   - K. The employment sites.
   - L. Off site highway works and improvements and public transport.
   - M. A marketing plan for the retail units in the Community Hub together with measures to as far as possible ensure delivery of the retail units in line with trigger points submitted for them and to conform with the Site Wide Phasing Programme
   - N. Any other matters required under any other condition attached to this planning permission

   Any amendments to the Site Wide Phasing Programme following commencement shall be submitted to and approved in writing by the District Planning Authority.

   REASON: To ensure the facilities required to be provided on site are delivered at the appropriate time as the development is carried out and to accord with Policy L1 of the Harborough Local Plan

Construction Environmental Management Plan

6. Prior to the commencement of development, north of the A4304, of any Phase or Sub-Phase a Construction Environmental Management Plan (CEMP) setting out measures to protect the Misterton Marshes SSSI from any adverse impacts resulting from the development of the Phase or Sub-Phase including measures to protect the site from;
   - a) Detrimental impact on the water environment;
   - b) Incursion of vehicles plant and equipment;
   - c) Control of and storage of chemicals and other materials on site;
   - d) Vehicular movements; and
   - e) Entrance by members of the public including workers on the site.

   Shall be submitted to and approved in writing by the District Planning Authority. The approved CEMP shall thereafter be implemented and followed.

   REASON: To ensure that the Misterton Marshes SSSI are protected from damage or loss of ecological interest and to accord with Policy L1 of the Harborough Local Plan.

Hydrological Data

7. The hydrological data collection shall be carried on until after the end of the winter season in 2021. Within 24 months of the completion of the data collection, a strategy detailing how water levels within and water flows into the Misterton Marshes SSSI that are free from sediment and other pollutant will be achieved will be submitted to and approved in writing by the District Planning Authority. The approved management strategy will thereafter be implemented and maintained in accordance with the agreed strategy.

   REASON: To ensure that the Misterton Marshes SSSI is protected from damage or loss of ecological interest and to accord with Policy L1 of the Harborough Local Plan.

SSSI Management Plan

8. Prior to construction of the first phase of residential development, a management plan to segregate humans, pets and non-native invasive species from the Misterton Marshes SSSI shall be submitted to and approved in writing by the District Planning Authority. The measures agreed in the management plan shall be implemented prior to the occupation of the first dwelling house.

   REASON: To ensure that the Misterton Marshes SSSI is protected from damage or loss of ecological interest and to accord with Policy L1 of the Harborough Local Plan.

Green Infrastructure and Biodiversity Management Plan

9. No development shall commence on any Phase or Sub-Phase other than the Spine Road and associated junctions until a Green Infrastructure and Biodiversity Management Plan has been submitted to and approved by the District Planning Authority for that particular Phase or Sub-Phase to include:
   a) Details of all protected species on that Phase of development including up to date surveys and details of survey methodology.
   b) Full details of measures to ensure protection and suitable mitigation to all legally protected species and those habitats and species identified as being of importance to biodiversity both during construction and post development.
   c) Details of all ponds and water courses within that Phase of development.
   d) Details of all trees and hedgerows to be removed and those to be retained together with a scheme for the protection of the retained trees and hedgerows during development.
   e) A Woodland Management Plan (if the Phase includes any area of existing woodland) to be informed by up-to-date surveys of the woodland including understorey ground flora and biodiversity.
   f) Principles of strategic earth modelling, mounding, re-grading and/or embankment areas.
   g) Principles of planting and landscaping details and plans, including any strategic planting.
   h) Details of public access to Green Infrastructure and how that is to be achieved.
   i) Principles of provision of structures within the Green Infrastructure (including hard landscaped areas, lighting, floodlighting, bins, boundary treatments and street furniture).
   j) Principles of recreational facilities including youth facilities and children's' play provision and allotments.
   k) The timescale for the implementation of each aspect of the Green Infrastructure and Biodiversity Management Plan within that Sub-Phase of development.
   l) Principles of management and maintenance regimes and provision of access for maintenance.

   The development shall thereafter be carried out in accordance with the approved plan.

   REASON: The development will take place over a number of years and detailed measures for the protection and enhancements to habitats for protected species need to be made on the basis of up to date information and to accord with Policy L1 of the Harborough Local Plan.

Archaeological Management Plan

10. No development including any demolition shall take place/commence until an Archaeological Management Plan (AMP) has been submitted to and approved in writing by the District Planning Authority. All works undertaken within the development area shall take place in accordance with the AMP. The plan shall include:
    a) A summary of the completed archaeological assessment, geophysical survey and trial trenching, together with a statement of significance and research objectives.
    b) Details of the archaeological mitigation programme.
    c) A programme for post-investigation assessment and subsequent analysis, publication, archive deposition and provision for a programme of public outreach and engagement. This part of the

condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the AMP.

d) The recording of any of the significant agricultural buildings which it is proposed to demolish.

The development shall thereafter be carried out in accordance with the approved plan.

REASON: To ensure satisfactory archaeological investigation and recording and to accord with Policy L1 of the Harborough Local Plan.

Archaeological Works

11. Prior to the commencement of any ground levelling programme or works to construct the spine road and associated junctions, or any subsequent stages of development (including reserved matters applications), programmes of archaeological work shall be undertaken in accordance with the Archaeological Management Plan (Condition 10), and detailed within a series of Written Scheme of Investigations (WSI), which have been submitted to and approved in writing by the District Planning Authority. For land that is included within the specific WSI areas, no demolition/development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

a) The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;

b) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material in a satisfactory archive. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

REASON: To ensure satisfactory archaeological investigation and recording and to accord with Policy L1 of the Harborough Local Plan.

Noise Levels

12. All reserved matters applications for residential development adjacent to the M1 Motorway shall be accompanied by a Noise Report, including details of a scheme to ensure gardens do not exceed 50dB LAeq (07:00-23:00) and internal habitable rooms do not exceed 35 dB LAeq (07:00-23:00) and 30 dB LAeq (23:00-07:00) with windows open for ventilation. The development shall be implemented in accordance with the recommendations contained within the subsequently approved report.

REASON: To ensure appropriate measures are installed to safeguard the amenities of future residents of the development and to accord with Policy L1 of the Harborough Local Plan.

Acoustic Barrier (Park Lodge)

13. Details of the proposed acoustic barrier adjacent to Park Lodge shall be in accordance with the Noise Impact Assessment (February 2019) and Supplementary Noise Note (June 2019) and shall be submitted to and approved in writing by the District Planning Authority within 1 month of works being commenced to amend the route of Chapel Lane. The agreed scheme shall thereafter be implemented before the completion of the works to change the route of Chapel Lane and retained thereafter.

REASON: The position of the barrier is in a prominent location within the site and within the setting of a listed building the design and appearance of the barrier has to be such that it does not detract from the appearance of the development or the listed building and to accord with Policy L1 of the Harborough Local Plan.

Acoustic Barrier (M1)

14. Details of the noise protection bund along the eastern boundary of the M1 Motorway including its height, any acoustic fencing and landscaping shall be in accordance with the Noise Impact Assessment (February 2019) and Supplementary Noise Note (June 2019) and shall be submitted to and approved in writing by the District Planning Authority before the construction of the Spine Road crosses the River Swift. The approved scheme shall be completed prior to the occupation of properties in parcels R8 or R9 of the Parameters Plan.

REASON: To ensure that the future residents of the properties are protected from noise intrusion and ensure early implementation of the scheme which is a visually prominent feature within the development and to accord with Policy L1 of the Harborough Local Plan.

Design Code

15. No development shall commence on the site, other than the Spine Road and associated junctions, until such time as a Design Code for the relevant Phase or Sub-Phase has been submitted to and agreed in writing by the District Planning Authority. The Design Code shall be structured against and ensure compliance with the Building for Life 12 assessment framework (or any successor version of this assessment framework) and shall address:

a) User instructions
b) Review mechanisms
c) Design approach for individual development parcels
d) Connectivity including vehicular, cycle and pedestrian connections within and interconnectivity between development parcels.
e) Design and location of pedestrian and cycle routes.
f) Design and location of street crossings (signalised and non-signalised crossings).
g) Design and location of car drop off areas for school.
h) Safeguarding future connectivity.
i) Design attributes of non-residential buildings and areas to include: integration with adjacent residential development, the vertical mixing of building uses, building to building relationships, building to street relationships, active frontages, landscaping, boundaries, public realm design, pedestrian and cycle priority and servicing areas).
j) Location, distribution and design of affordable housing.
k) Location, distribution and design of specialist housing.
l) Location, distribution and design of apartment and duplex housing.
m) Housing mix including mix of tenure and mix of housing.
n) Character and distinctiveness including façade and landscape design.
o) Architectural character including building materials, colours, textures and details (to include but not limited to verges, eaves, porches, canopies, door surrounds and ancillary structures).
p) Building typologies
q) Use and distribution of building materials.
r) Roofscape.
s) Interface between development parcels with respect to building typologies, heights, building lines, boundaries and appearance.
t) Relationship of new development to topography.
u) Relationship of new development to existing natural or manmade features (including Overhead Power Lines) within and beyond the site.
v) Street to building relationships.
w) Building to building relationships.
x) Active frontages.
y) Building typologies and heights: location and distribution.
z) Block structure(s).
aa) Street corners and internal vistas.
bb) Integration, location and design of sub stations, and where applicable, pumping stations.
cc) Legibility
dd) Street design in accordance with Manual for Streets creating low speed streets with pedestrian and cycle priority.
ee) Street typologies and distribution.
ff) Street trees: location, distribution, size and species.
gg) Residential (on plot) cycle parking design and provision.
hh) Allocated car parking: amount.
ii) Unallocated (shared) car parking: amount
jj) Car parking: types, location and distribution including visual integration of front of building line car parking.
kk) Design and size of car parking courtyards.
ll) Delineation and marking (where required) of car parking spaces
mm) Boundary types and distribution.
nn) Threshold design i.e. space between back of pavement and face of buildings.
oo) Integration of utility boxes, flues, gas pipes and extractors.
pp) Design of retaining structures.
qq) Kerbside collection strategy and waste storage
rr) Design of sustainable drainage schemes.
ss) Design of public open spaces and play facilities.
tt) Interface between buildings and public open spaces
uu) Hard and soft landscaping including street furniture and street lighting.

vv) Security principles and features to non-residential buildings.

Thereafter, all Reserved Matters submissions pursuant to Condition 3 of this consent shall be in accordance with the approved Design Code.

REASON: To ensure high standards of urban design are achieved across the planned development in the design of streets, buildings and public spaces; ensuring strong connectivity between and within development parcels, successful integration between different land uses and developers whilst also providing for walking and cycling to be the principal modes of movement within the new settlement and between the new settlement and Lutterworth and to accord with Policy L1 of the Harborough Local Plan.

Demolition

16. Notwithstanding the details on the hereby approved Parameters Plan 8379-L-03 FPCR N the dwellings (and associated outbuildings) at Meadow House, Fields Farm and Butts Farm shall not be demolished without the express consent of the District Planning Authority.

REASON: For the avoidance of doubt and in the interest of good design and place making and to ensure compliance with Policy GD8 of the Harborough Local Plan.

Construction Management Plan

17. Notwithstanding the submitted traffic management plan prior to commencement of the construction of the spine road or means of access into the site a Construction Environmental Management Plan (CEMP) shall be submitted to and approved by the District Planning Authority. The CEMP shall set out the details of the following and a timetable for their implementation:
    a) The provision of haul routes to ensure that construction traffic does not pass through areas of occupied residential properties.
    b) The parking of vehicles of site operatives and visitors
    c) Loading and unloading of plant and materials
    d) Storage of plant and materials used in constructing the development
    e) Location of Contractor compound(s)
    f) Screening and hoarding details
    g) a detailed reactive and proactive road cleaning schedule, incorporating the use of road sweepers, on-site wheel wash facilities and the use of hand brooms on wheels and roads where necessary.
    h) Measures to control the emission of dust and dirt during construction
    i) Hours of operation - the details shall include the hours of construction and the hours for the loading/unloading of materials.
    j) Construction noise and vibration strategy
    k) Earthworks and soil management strategy
    l) Sustainable site waste management plan
    m) The means of access and routing for demolition and construction traffic and indication of signage locations to assist those delivering to the site
    n) A construction travel plan
    o) Management of surface water run-off including details of any temporary localised flooding management system and a scheme to treat and remove suspended solids from surface water run-off during construction
    p) The storage of fuel and chemicals
    q) The control of lighting
    r) Footpath diversions
    s) Proposed mitigation schemes on the highway network

The development shall be carried out in accordance with the approved CEMP.

REASON: To ensure appropriate mitigation for the impacts caused by the construction phases of the development and to reflect the scale and nature of development assessed in the submitted Environmental Statement and to accord with Policy L1 of the Harborough Local Plan.

Construction Management Plan

18. No development shall commence within any Phase or Sub-Phase until there has been submitted to and approved in writing by the District Planning Authority a Construction Environmental Management Plan (CEMP) for that Phase or Sub-Phase. The CEMP shall set out the methodologies for, plans for their implementation and a timetable for their delivery:

a) The provision of haul routes to ensure that construction traffic does not pass through areas of occupied residential properties.
b) The parking of vehicles of site operatives and visitors.
c) Loading and unloading of plant and materials.
d) Storage of plant and materials used in constructing the development.
e) Location of Contractor compound(s).
f) Screening and hoarding details.
g) A detailed reactive and proactive road cleaning schedule, incorporating the use of road sweepers, on-site wheel wash facilities and the use of hand brooms on wheels and roads where necessary.
h) Measures to control the emission of dust and dirt during construction.
i) Hours of operation - the details shall include the hours of construction and the hours for the loading/unloading of materials.
j) Construction noise and vibration strategy.
k) Earthworks and soil management strategy.
l) Sustainable site waste management plan.
m) The means of access and routing for demolition and construction traffic and indication of signage locations to assist those delivering to the site.
n) A construction travel plan.
o) Management of surface water run-off including details of any temporary localised flooding management system and a scheme to treat and remove suspended solids from surface water run-off during construction.
p) The storage of fuel and chemicals.
q) The control of lighting.
r) Footpath diversions.
s) Proposed mitigation schemes on the highway network.

The development shall be carried out in accordance with the approved CEMP.

REASON: To ensure appropriate mitigation for the impacts caused by the construction phases of the development and to reflect the scale and nature of development assessed in the submitted Environmental Statement and to accord with Policy L1 of the Harborough Local Plan.

Permitted Development Restriction

19. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) (or any order revoking or re-enacting that Order with or without modification), there shall be no amalgamation of the units within the Community Hub without the prior permission of the District Planning Authority on a planning application submitted in that regard.

REASON: To ensure that the Local Community Hub retains an appropriate range of facilities and services to serve the local community and to accord with Policy L1 of the Harborough Local Plan.

B8 Floorspace

20. The floor space of any single building constructed on the land that lies to the south of the A4304 identified for B8 uses, Storage and Distribution as defined by the Town and Country Planning (Use Classes Order) 1987 as amended, shall be restricted to 9000m^2.

REASON: The site is not designated as a site for strategic scale units which are considered in Local Plan policy BE2 to exceed 9000m^2 to ensure compliance with Policies SS1 and BE1 of the Harborough Local Plan.

Permitted Development Restriction

21. Notwithstanding the provisions of Class P of The Town and Country Planning (General Permitted Development) England Order 2015 as amended the use of the buildings on the employment site to the south of the A4304 shall be limited to Class B8 of the Order and no other use.

REASON: There is an identified need for non-strategic scale storage and distribution uses within the District which this site is intended to meet and to accord with Policy L1 of the Harborough Local Plan.

Lutterworth Town Centre Connectivity

22. Details of two non-motorised user accesses linking the development to Lutterworth town centre as shown on the Parameters Plan and a scheme for the carrying out the proposed improvements shall be submitted to and approved in writing by the District Planning Authority prior to commencement of residential development and the approved schemes shall be implemented in accordance with the agreed scheme of implementation. The submitted schemes shall include details of implementation, ground levels, gradients, landscaping, surfacing materials, lighting and any measures for public safety.

    REASON: To ensure that routes to Lutterworth town centre for pedestrians and cyclists are available and form attractive routes and to accord with Policy L1 of the Harborough Local Plan.

Surface Water Discharge (seperators)

23. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water from vehicle parking and vehicle hard standings associated with B1, B2, B8 uses and the Community Hub shall be passed through an oil separator. The oil separators shall be designed and constructed to have a capacity compatible with the site being drained and roof water shall not pass through the separators. Maintenance details of the oil separators within the areas of open space in the Sustainable Urban Extension shall be submitted to the District Planning Authority and thereafter be maintained in accordance with those details.

    REASON: To protect the water environment from oil pollution and to accord with Policy L1 of the Harborough Local Plan.

Flood Risk Assessment

24. The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) "Ref: 33277/4007 | Rev: - | Date: February 2019" and the mitigation measures detailed within Section 6 of the FRA. The mitigation measures necessary for each Phase or Sub-Phase of the development shall be fully implemented prior to occupation of each Phase or Sub-Phase of the development and shall be maintained thereafter.

    REASON: To prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided and/or not required; to ensure safe access and egress from and to the site; to reduce the risk of flooding to the proposed development and future occupants and to accord with Policy L1 of the Harborough Local Plan.

Contaminated Land

25. No development of any Phase or Sub-Phase (except any demolition permitted by this permission) shall commence on site, or part thereof, until a Further Risk Based Land Contamination Assessment of that Phase or Sub-Phase, as recommended by Peter Brett Associates LLP report East of Lutterworth, Strategic Development Area, Phase 1 Ground Condition Assessment, (Ground Stability and Land Contamination) Project Ref: 33277-3505 Date: February 2019, has been submitted to and approved in writing by the District Planning Authority, in order to ensure that the land is fit for use as the development proposes. The Risk Based Land Contamination Assessment shall be carried out in accordance with:
    a) BS10175:2011+A2:2015 Investigation Of Potentially Contaminated Sites Code of Practice;
    b) BS8576:2013 Guidance on Investigations for Ground Gas -Permanent Gases and Volatile Organic Compounds (VOCs) and
    c) CLR 11 Model Procedures for the Management of Land Contamination, published by The Environment Agency 2004.

    Should any unacceptable risks be identified in the Risk Based Land Contamination Assessment, a Remedial Scheme and a Verification Plan must be prepared and submitted to and agreed in writing by the District Planning Authority. The Remedial Scheme shall be prepared in accordance with the requirements of:
    a) CLR 11 Model Procedures for the Management of Land
    b) Contamination, published by The Environment Agency 2004.
    c) BS 8485:2015 Code of practice for the design of protective measures for methane and carbon dioxide ground gases for new buildings

    The Verification Plan shall be prepared in accordance with the requirements of:
    a) Evidence Report on the Verification of Remediation of Land Contamination Report: SC030114/R1, published by the Environment Agency 2010;

b) CLR 11 Model Procedures for the Management of Land Contamination, published by The Environment Agency 2004.
c) BS 8485:2015 Code of practice for the design of protective measures for methane and carbon dioxide ground gases for new buildings.
d) CIRIA C735, "Good practice on the testing and verification of protection systems for buildings against hazardous ground gases" CIRIA, 2014.

If, during the course of development, previously unidentified contamination is discovered, development must cease on that part of the site and it must be reported in writing to the District Planning Authority within 10 working days. Prior to the recommencement of development on that part of the site, a Risk Based Land Contamination Assessment for the discovered contamination (to include any required amendments to the Remedial Scheme and Verification Plan) must be submitted to and approved in writing by the District Planning Authority. Thereafter, the development shall be implemented in accordance with the approved details and retained as such in perpetuity.

REASON: To ensure that the land is fit for purpose and to accord with the aims and objectives of Paragraph 170, 178 and 179 of the NPPF and to accord with Policy L1 of the Harborough Local Plan.

Contaminated Land - Verification

26. Prior to occupation of the completed development, or part thereof, either:

1) If no remediation was required by Condition 25 a statement from the developer or an approved agent confirming that no previously identified contamination was discovered during the course of development, or part thereof, is received and approved in writing by the Planning Authority, or

2) A Verification Investigation shall be undertaken in line with the agreed Verification Plan for any works outlined in the Remedial Scheme and a report showing the findings of the Verification Investigation relevant to the whole development, or part thereof, shall be submitted to and approved in writing by the District Planning Authority. The Verification Investigation Report shall:
   a. Contain a full description of the works undertaken in accordance with the agreed Remedial Scheme and Verification Plan;
   b. Contain results of any additional monitoring or testing carried out between the submission of the Remedial Scheme and the completion of remediation works;
   c. Contain Movement Permits for all materials taken to and from the site and/or a copy of the completed site waste management plan if one was required;
   d. Contain Test Certificates of imported material to show that it is suitable for its proposed use;
   e. Demonstrate the effectiveness of the approved Remedial Scheme; and
   f. Include a statement signed by the developer, or the approved agent, confirming that all the works specified in the Remedial Scheme have been completed.

REASON: To ensure that the land is fit for purpose and to accord with the aims and objectives of Paragraph 170, 178 and 179 of the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan

Surface Water Drainage

27. Prior to commencement of any Phase, or Sub-Phase, of the development, a surface water drainage scheme for the relevant phase or Sub-Phase and details of its long-term maintenance shall be submitted to and approved in writing by the District Planning Authority. The approved scheme shall be thereafter implemented and retained.

REASON: To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Infiltration Testing

28. Prior to the commencement of development of a Phase or Sub-Phase, infiltration testing for the site as a whole (excluding the spine road) shall be carried out (or suitable evidence to preclude testing) to confirm or otherwise, the suitability of the site for the use of infiltration as a drainage element. Details of the testing and its findings shall be submitted to and approved in writing by the District Planning Authority.

REASON: To demonstrate that the site is suitable (or otherwise) for the use of infiltration techniques as part of the drainage strategy in accordance with NPPF(2019) and as advised within the associated

Planning Practice Guidance 'Flood risk and coastal change' (2014) and to accord with Policy L1 of the Harborough Local Plan.

Residential Units

29. The residential elements of the development shall not exceed 2,750 units (C3 Use Class).

REASON: ensure the delivery of residential property and that the development is in accordance with the submitted Environmental Statement and to accord with Policy L1 of the Harborough Local Plan.

Highway Mitigation M1 J20

30. Prior to the first occupation of the development, full design details of the proposed highways mitigation works at M1 J20, which shall comply with DMRB standards and with AECOM drawing M1 J20 Signalised Roundabout (LE-J1) General Arrangement LESR-ACM-XX-XX-DR-HW-000025 Rev P05, shall be submitted to the District Planning Authority and approved in writing. The highways mitigation works approved under this condition shall thereafter be completed in accordance with the approved details, prior to first occupation.

REASON: To ensure that works in the highway are carried out to the appropriate standard and to ensure the free flow of traffic along the highways network and to accord with Policy L1 of the Harborough Local Plan.

Highway Mitigation M1 J21

31. Prior to the first occupation of the residential element of the development, full design details of the proposed highways mitigation works at M1 J21, which shall comply with DMRB standards and be in accordance with AECOM drawing M1 Junction 21 General Arrangement 60578868-LESDA-TP008-00002 Rev 02 (Transport Assessment Supplementary Report 2, Appendix B4), shall be submitted to the District Planning Authority and approved in writing The highways mitigation works approved under this condition shall thereafter be completed in accordance with the approved details, prior to first occupation of the residential element of the development.

REASON: To ensure that works in the highway are carried out to the appropriate standard and to ensure the free flow of traffic along the highways network and to accord with Policy L1 of the Harborough Local Plan.

M1 Geotechnical Details

32. Prior to the commencement of the development, geotechnical details for the land adjacent to the M1 Motorway included within the full extent of the application boundary, as shown on the EIA parameters plan drawing number 8379-L-03 Rev N, shall be submitted to and approved in writing by the District Planning Authority. These details shall include (but not limited to) a certification process for the management of geotechnical risks in line with requirements of DMRB Volume 4 Section 1 CD 622 Geotechnics, General information, Managing Geotechnical Risk (formerly HD 22/08, BD 10/97, HA 120/08) and include a Statement of Intent.

REASON: To ensure that the M1 Motorway continues to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 and in the interests of road safety and to accord with Policy L1 of the Harborough Local Plan.

M1 Overbridge

33. Prior to the construction of the overbridge on M1 Motorway which forms part of the proposed spine road as shown on AECOM drawing M1 Crossing Overbridge General Arrangement LESR-ACM-XX-XX-DR-SE-000001 Rev P02, details of the following matters shall be submitted to and agreed in writing with the District Planning Authority:

a) Details of the existing drainage assets along the M1 that require maintaining throughout the works;
b) Details of activities on drainage assets and their frequency to ensure drainage assets are maintained to their full operable status during and after the construction of the M1 overbridge; and
c) Records of maintenance activities upon handover of the asset back to Highways England.

Thereafter, the development shall be carried out in accordance with the approved details and retained thereafter.

REASON: To ensure that the M1 Motorway continues to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 and in the interests of road safety and to accord with Policy L1 of the Harborough Local Plan.

M1 Overbridge

34. Prior to the construction of the overbridge on the M1 motorway which forms part of the proposed spine road as shown on AECOM drawing M1 Crossing Overbridge General Arrangement LESR-ACM-XX-XX-DR-SE-000001 Rev P02, the geotechnical aspects of the overbridge support structure, adjacent to the M1, shall be submitted to and agreed in writing with the District Planning Authority. The geotechnical details required under this condition shall include (but not be limited to) a certification process for the management of geotechnical risks in line with requirements of DMRB Volume 4 Section 1 CD 622 Geotechnics, General information, Managing Geotechnical Risk (formerly HD 22/08, BD 10/97, HA 120/08) and include a Statement of Intent.

REASON: To ensure that the M1 Motorway continues to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 and in the interests of road safety and to accord with Policy L1 of the Harborough Local Plan.

M1 Overbridge

35. Prior to the construction of the overbridge on the M1 motorway which is proposed as part of the spine road as shown on AECOM drawing M1 Crossing Overbridge General Arrangement LESR-ACM-XX-XX-DR-SE-000001 Rev P02, a Safety Technical Report to inform on the safety implications of the proposed overbridge on the M1 motorway should be submitted to and approved in writing by the District Planning Authority. The Safety Technical Report should include (but not be limited to):
    a) Details to ensure that the support structure for the proposed M1 overbridge does not compromise or reduce the visibility to exiting signs on the M1. If it does, the design should include relocation of the M1 signs to ensure driver visibility to the signs is maintained.
    b) Details to ensure that the support structure for the proposed M1 overbridge does not reduce the existing width of the M1 carriageway or verge.
    c) Details on the containment class of the parapet to be qualified as appropriate via a Road Restrain Risk Assessment Process (RRRAP) or similar assessment.
    d) Details regarding pedestrian fencing in compliance with requirements for a cycleway bridge.

    Thereafter the development shall be carried out in accordance with the approved details and retained thereafter.

    REASON: To ensure that the M1 Motorway continues to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 and in the interests of road safety and to accord with Policy L1 of the Harborough Local Plan.

M1 Boundary Treatment

36. Prior to the occupation of each phase or sub phase of the residential element of the development, details of boundary treatment adjacent to the M1 motorway for that phase or sub phase shall be submitted to and approved in writing by the District Planning Authority in consultation with Highways England. These should include details of the site's boundary fencing, ensuring pedestrians cannot access highway land. The approved boundary treatment shall thereafter be constructed in accordance with the approved plans and maintained in perpetuity.

    REASON: To ensure that the M1 Motorway continues to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 and in the interests of road safety and to accord with Policy L1 of the Harborough Local Plan.

A4304 Layby Closure

37. Prior to the permanent closure or removal of the existing lay-by on the A4304, the replacement lay-by as shown on A4304 Lutterworth Road Replacement Lay-by Conceptual General Arrangement LESR-ACM-XX-XX-SK-HW-00035 rev P01 (Stage 1 Road Safety Audit Addendum, 14 August 2019) , or a similar scheme in a location to be agreed, shall be completed and available for use.

    REASON: In the interests of highway safety and in accordance with the National Planning Policy Framework (2019) and to accord with Policy L1 of the Harborough Local Plan.

Construction Site Access

38. No part of the development north of the A4304 hereby permitted shall commence until details of a construction site access to the northern development site from the A4304 have been submitted to and approved in writing by the District Planning Authority. The approved construction site access shall be implemented in full prior to the commencement of any works on the northern part of the site.

REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with the National Planning Policy Framework (2019) and to accord with Policy L1 of the Harborough Local Plan.

Construction Site Access

39. No part of the development south of the A4304 hereby permitted shall commence until details of a construction site access to the southern development site from the A4304 have been submitted to and approved in writing by the District Planning Authority. The approved construction site access shall be implemented in full prior to the commencement of any works on the southern part of the site.

REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with the National Planning Policy Framework (2019) and to accord with Policy L1 of the Harborough Local Plan.

Construction Site Access

40. No part of the development west of the M1 Overbridge and east of the A426 hereby permitted shall commence until details of a construction site access to the northern development site from the A426 have been submitted to and approved in writing by the District Planning Authority. The approved site access shall be implemented in full prior to any works west of the M1 Overbridge and east of the A426 commencing.

REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Access Open

41. Prior to the occupation of any part of the development north or south of the A4304, the access arrangements from the A4304 as shown on Plans:
    - o A4304 / Spine Road Signalised Junction (LE-J2) General Arrangement LESR-ACM-XX-XX-DR-HW-00026 rev P07 and
    - o A4304 / Employment Signalised Junction (LE-J3) General Arrangement LESR-ACM-XX-XX-DR-HW- 00031 rev P05

shall be completed in full and available for use by all users.

REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Relocation of bus stop

42. Prior to the construction of the access from the A426 as shown on Plans:
    - o A426 / Bill Crane Way Signalised Junction (LE-J7) LESR-ACM-XX-XX-DR-HW-00030 rev P05 and
    - o A426 / Spine Road Signalised Junction (LE-J6) General Arrangement LESR-ACM-XX-XX-DRHW-00023 rev P05

a scheme for the re-location of the existing bus stop on the A426 north of Gloster Road, or justification for its permanent closure, shall be submitted to and approved in writing by the District Planning Authority. The approved re-located bus stop shall be implemented at the same time as the A426 the site access works.

REASON: In the interests of general highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

A426 Accesses

43. Prior to the occupation of any part of the development accessed from the A426, the access arrangements as shown on Plans
    - o A426 / Bill Crane Way Signalised Junction (LE-J7) LESR-ACM-XXXX-DR-HW-00030 rev P05 and
    - o A426 / Spine Road Signalised Junction (LE-J6) General Arrangement LESR-ACM-XX-XX-DR-HW-00023 rev P05

    shall be completed in full and available for use by all users.

    REASON: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Spine Road

44. Prior to the occupation of the 650th dwelling or a vehicular connection onto Gilmorton Road is available for public use, whichever is sooner, the spine road between the A426 and the A4304 including its accesses as shown on Plans
    - o Spine Road General Arrangement Sheet 1 LESR-ACM-XX-XX-DR-HW-00011 rev P07,
    - o Spine Road General Arrangement Sheet 2 LESR-ACM-XX-XX-DR-HW-00012 rev P08,
    - o Spine Road General Arrangement Sheet 3 LESR-ACM-XX-XX-DR-HW-00013 rev P08,
    - o A426 / Spine Road Signalised Junction (LE-J6) General Arrangement LESR-ACM-XXXX-DR-HW-00023 rev P05,
    - o A4304 / Spine Road Signalised Junction (LE-J2) General Arrangement LESR-ACM-XX-XX-DR-HW-00026 rev P07,
    - o A426 / Bill Crane Way Signalised Junction (LE-J7) General Arrangement LESR-ACM-XX-XX-DR-HW-00030 rev P05 and
    - o A4304 / Employment Signalised Junction (LE-J3) General Arrangement LESR-ACM-XX-XX-DR-HW-00031 rev P05

    shall be completed and available for use by all users.

    REASON: To mitigate the impact of the development, in the general interests of highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Specialist Housing

45. A minimum of 10% of the proposed dwellings shall be specialist accommodation Use Class C3 as defined in the Town and Country Planning (Use Classes) Order 1987, as amended.

    REASON: To ensure that there is a range of accommodation on site to meet the needs of the whole community in accordance with the provisions of Policy H4 of the Harborough Local Plan.

Gilmorton Road Bridge

46. Prior to the occupation of the 100th dwelling or a vehicular connection from the spine road onto Gilmorton Road a revised scheme for the downgrading of the Gilmorton Road bridge to restrict access to use by emergency vehicles answering an emergency call , buses, cyclists, pedestrians and equestrians shall be submitted to and approved in writing by the District Planning Authority. The approved scheme shall thereafter be implemented prior to the occupation of the 650th dwelling or a vehicular connection from the spine road to Gilmorton Road is available for use.

    REASON: To mitigate the impact of the development, in the general interests of highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Gilmorton traffic calming

47. Prior to the occupation of any part of the residential development hereby permitted, a scheme for the monitoring of traffic and the identification of the need for any traffic management scheme using the routes in Gilmorton village as identified on plan: Potential Traffic Calming Measures Gilmorton60578868-LESDA-100 rev P01 (Transport Assessment Supplementary Report 2, Appendix B5) shall be submitted to and approved in writing by the District Planning Authority. The scheme shall identify base traffic flows and junction capacity assessments recorded prior to the first occupation of any part of the development hereby permitted and identify a strategy for future monitoring and the identification of trigger points for the implementation of any traffic management scheme.

REASON: To mitigate the impact of the development, in the general interests of highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Travel Plan

48. No part of any Phase or Sub-Phase of the development hereby permitted shall be occupied until a full Travel Plan which sets out actions and measures with quantifiable outputs and outcome targets relevant to that Phase or Sub-Phase of the development has been submitted to and agreed in writing by the District Planning Authority. Thereafter the agreed Travel Plan shall be implemented in accordance with the approved details.

REASON: To reduce the need to travel by single occupancy vehicle and to promote the use of sustainable modes of transport in accordance with the NPPF Framework (2019) and to accord with Policy L1 of the Harborough Local Plan.

Public Transport Strategy

49. Prior to the occupation of any part of the development hereby permitted, a Public Transport Strategy shall be submitted, agreed and implemented in full to provide a bus service to serve the development. The bus services shall operate between the hours of 7am and 7pm, seven days a week including Bank Holidays and shall also coincide with employment shift patterns. Any new bus stop infrastructure shall include bus stop flags, shelters, raised kerbs, lighting, timetable and real time information.

REASON: To reduce the need to travel by single occupancy vehicle and to promote the use of sustainable modes of transport in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Traffic Signage

50. Prior to the commencement of any part of the development hereby permitted, a traffic and direction signing strategy shall be submitted to and approved in writing by the District Planning Authority. Prior to the commencement of each phase or sub phase of the development traffic and directions signing proposals for that phase or sub phase shall be submitted and approved in writing by the District Planning Authority. The development shall thereafter by signed in accordance with the approved details.

REASON: To mitigate the impact of the development, in the general interests of highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Public Rights of Way Strategy

51. Prior to the commencement of any part of the development north of the A4304 hereby permitted, a Public Rights of Way Strategy detailing improvements to Public Rights of Way within the site including a timetable for their implementation shall be submitted to and approved in writing by the District Planning Authority. The improvements as set out in the strategy shall be implemented in accordance with the approved details and timetable.

REASON: To improve access for all in the interests of protecting and enhancing Public Rights of Way and access and providing better facilities for users in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan

Highway Design Standards

52. All details of the proposed development shall comply with the design standards of Leicestershire County Council as contained in its current design standards document (or any subsequent design standards adopted by the County Council). Such details must include parking and turning facilities, access widths, gradients, surfacing, signing and lining and visibility splays and be submitted to and approved in writing by the District Planning Authority before each phase of the development commences.

REASON: To mitigate the impact of the development, in the general interests of highway safety and in accordance with the NPPF (2019) and to accord with Policy L1 of the Harborough Local Plan.

Air Quality Impact Assessment

53. An air quality impact assessment based on the layout of development forming part of any reserved matters application within land parcels R6 and R8 (as shown in Figure A3 Supplementary Air Quality Information: Document 1 Document Reference: 60578868/AQ/02 October 2019) along the M1 corridor shall be submitted to and approved in writing by the District Planning Authority and shall ensure that the maximum relevant national standards for pollutants are not exceeded.

REASON: To ensure that an AQMA is not created and to accord with Policy L1 of the Harborough Local Plan

Pedestrian Crossings

54. Notwithstanding the details shown on the submitted plans details of the pedestrian crossings on the spine road shall be submitted to and approved in writing by the District Planning Authority the crossings shall be implemented in accordance with those details and retained thereafter.

REASON: To ensure that crossings over the spine road do not pose a barrier to eases of crossing for pedestrians and cyclists and to accord with Policy L1 of the Harborough Local Plan.

Renewable & Low Carbon Technology

55. Prior to the commencement of any Phase or Sub-Phase of the development, other than the Spine Road and associated junctions, details of renewable and low carbon technologies to be used in that Phase or Sub-Phase shall be submitted to and approved in writing by the District Planning Authority. Where it is not proposed to install such measures details of why it is not appropriate to do so shall be submitted in writing.

REASON: To ensure that the development is sustainable as possible and appropriate technologies are employed and to accord CC1 and L1 of the Harborough Local Plan.

Self / Custom build Service Plots

56. Prior to the occupation of the 40th dwelling on the hereby approved development, a scheme for the provision of 15 Serviced Plots for self and custom build dwellings shall be submitted to the District Planning Authority for approval. This scheme shall include details of the provision of infrastructure as part of the Serviced Plots, the phasing of the delivery of the Serviced Plots and the mechanism for the marketing and disposal of the Serviced Plots. Thereafter, the development shall be developed is accordance with the approved scheme.

REASON: To ensure that there is an adequate supply of plots to meet the identified demand in accordance with the adopted local plan Policy L1 and the requirement of the Self Build and Custom Housebuilding Act 2015.

Housing Mix

57. The details to be submitted in accordance with Condition 3 shall be in substantial accordance with the Suggested Housing Mix Schedule at Table 55 of the 2017 HEDNA (or any subsequent relevant Housing Mix Assessment for the area).

REASON: To ensure the development results in a form of development which is appropriate to its context and safeguards existing residential amenity and to accord with Policies GD8 and L1 of the Harborough Local Plan.

SSSI Management Plan

58. Upon commencement of development north of the River Swift, the management scheme 'Misterton Marshes SSSI Management Principles (FPCR, October 2019)' shall be implemented, including the phasing of management triggers set out in Section 6.

REASON: To ensure that the Misterton Marshes SSSI are protected from damage or loss of ecological interest.

Ground Levels

59. No development other than the spine road and associated junctions shall commence for any Phase or Sub-Phase until details of finished ground levels for that Phase or Sub-Phase have been submitted to and agreed in writing by the District Planning Authority.

REASON: To ensure the District Planning Authority understands how the development is carried out and temporary environmental impacts mitigated.

SSSI Pollutant Monitoring Scheme

60. Prior to the first occupation of any dwelling on parcels R10 to R18 as shown on the Parameters Plan, a scheme for monitoring pollutant levels within the Misterton Marshes SSSI to include the identification of

trigger points for the implementation of mitigation measures shall be submitted to and agreed in writing by the District Planning Authority.

REASON. To ensure that the Misterton Marshes SSSI are protected from damage or loss of ecological interest and to accord with Policy L1 of the Harborough Local Plan.

Notes to Applicant

1. Any reserved matters application for parcels R13, R14, and/or R15 adjacent to Thornborough Farm, Lea Barn Farm and/or Oback Farm shall include details of the landscaping of a landscaped buffer between the application site and Thornborough Farm, Lea Barn Farm and/or Oback Farm. The layout of the development will protect the amenity of occupiers of Thornborough Farm, Lea Barn Farm and/or Oback Farm.

2. The relationship between Bungalow Farm and the proposed industrial units be investigated in detail prior to the submission of any Reserved Matters application and it is also recommending that the Reserved Matters submission be accompanied by cross-sections setting out the relationship between the Bungalow Farm and the proposed business units along the eastern boundary of the development parcel Furthermore, careful consideration should be given in any Reserved Matters application with regards the hours of operation of any business occupying units adjacent to the boundary with Bungalow Farm,

3. Details should demonstrate how surface water will be managed on site to prevent an increase in flood risk during the various construction stages of development from initial site works through to completion. This shall include temporary attenuation, additional treatment, controls, maintenance and protection. Details regarding the protection of any proposed infiltration areas should also be provided.

4. In line with the approved FRA (PBA Feb 2019) and technical notes (33277-2007-TN01 and 33277-2007-TN02) the scheme shall include the utilisation of holding sustainable drainage techniques with the incorporation of sufficient treatment trains to maintain or improve the existing water quality; the limitation of surface water run-off to equivalent greenfield QBar rates; the ability to accommodate surface water run-off on-site up to the critical 1 in 100 year return period event plus an appropriate allowance for climate change, based upon the submission of drainage calculations.

5. Full details for the drainage proposal should be supplied including, but not limited to; construction details, cross sections, long sections, headwall details, pipe protection details (e.g. trash screens), and full modelled scenarios for the 1 in 1 year, 1 in 30 year and 1 in 100 year plus climate change storm events.

6. Where there are surface water interdependencies across phases, evidence that the proposals work with the wider scheme must be provided.

7. Details of the surface water Maintenance Plan should include for routine maintenance, remedial actions and monitoring of the separate elements of the surface water drainage system that will not be adopted by a third party and will remain outside of individual property ownership. Details should also include procedures that must be implemented in the event of pollution incidents where appropriate within the development site.3. The results of infiltration testing should conform to BRE Digest 365 Soakaway Design. The LLFA would accept the proposal of an alternative drainage strategy that could be used should infiltration results support an alternative approach.

8. Planning Permission does not give you approval to work on the public highway. To carry out off-site works associated with this planning permission, separate approval must first be obtained from Leicestershire County Council as Local Highway Authority. This will take the form of a major section 184 permit/section 278 agreement. It is strongly recommended that you make contact with Leicestershire County Council at the earliest opportunity to allow time for the process to be completed. The Local Highway Authority reserve the right to charge commuted sums in respect of ongoing maintenance where the item in question is above and beyond what is required for the safe and satisfactory functioning of the highway. For further information please refer to the Leicestershire Highway Design Guide which is available at:
https://resources.leicestershire.gov.uk/lhdg
- If the proposal requires the permanent removal ("stopping up") or diversion of highway to enable the development to take place, then you must complete the legal processes required before commencing works. Further information is available at:
https://www.leicestershire.gov.uk/roads-and-travel/localauthority-searches/highway-extinguishments

If you are unsure whether your proposal affects public highway, you can establish the Highway Authority's formal opinion of the adopted highway extent in relation to the proposal. Further information is available at https://www.leicestershire.gov.uk/hre

10. Any works to highway trees will require separate consent from Leicestershire County Council as Local Highway Authority (telephone 0116 305 0001). Where trees are proposed to be removed, appropriate replacements will be sought at the cost of the applicant.

11. To erect temporary directional signage you must seek prior approval from the Local Highway Authority in the first instance (telephone 0116 305 0001).

12. Separate consent under Section 115 B (1) (b) (iii) / Section 176 / Section 177 of the Highways Act 1980 will be required from the Local Highway Authority for construction of the ramp/structure within the highway or bridge over the highway or building over the highway. In the first instance, please email [redacted]

13. A minimum of 6 months' notice will be required to make or amend a Traffic Regulation Order of which the applicant will bear all associated costs. Please email road.adoptions@leics.gov.uk to progress an application.

14. Prior to construction, measures should be taken to ensure that users of the Public Rights of Way are not exposed to any elements of danger associated with construction works.

15. Public Rights of Way must not be re-routed, encroached upon or obstructed in any way without authorisation. To do so may constitute an offence under the Highways Act 1980.

16. Footpath Y97 will need to be formally diverted to the new proposed route. As this is the result of a development proposal the path will need to be diverted under the Town & Country Planning Act 1990. Any application would be made to the District Planning Authority.

17. If the developer requires a Right of Way to be temporarily diverted or closed, for a period of up to six months, to enable construction works to take place, an application should be made to networkmanagement@leics.gov.uk at least 12 weeks before the temporary diversion is required.

18. Public Rights of Way must not be further enclosed in any way without undertaking discussions with the Highway Authority (0116) 305 0001.

19. Any damage caused to the surface of a Public Right of Way, which is directly attributable to the works associated with the development, will be the responsibility of the applicant to repair at their own expense to the satisfaction of the Highway Authority.

20. No new gates, stiles, fences or other structures affecting a Public Right of Way, of either a temporary or permanent nature, should be installed without the written consent of the Highway Authority. Unless a structure is authorised, it constitutes an unlawful obstruction of a Public Right of Way and the County Council may be obliged to require its immediate removal.

21. The highway mitigation works associated with this consent involves works within the public highway, which is land over which you have no control. Highways England therefore requires you to enter into a suitable legal Section 278 agreement to cover the design check, construction and supervision of the works. Contact should be made with the Highways England Section 278 Service Delivery Manager David Steventon to discuss these matters on [redacted]

22. The applicant should be made aware that any works undertaken to Highways England network are carried out under the Network Occupancy Management policy, in accordance with Highways England procedures, which currently requires notification/booking 3 months prior to the proposed start date. Exemptions to these bookings can be made, but only if valid reasons can be given to prove they will not affect journey time reliability and safety. The contact email for these matters is [redacted]

23. Any lighting columns which are required for illumination purposes for the local highways must not be placed on Highways England's network.

24. All Flood events within the scheme extents are to be reported to EMROC for logging on Drainage Data Management System which the site is under the temporary ownership of the developer. The Flood events will be dealt with by the Principal Contractor as per the agreement in the Detailed Local Operating Agreement.

25. Following completion of the spine road, in partnership with the SDA promoters, County Highway Authority, the Council will develop traffic management measures that remove or minimise the passage of heavy goods vehicles through the centre of Lutterworth, as part of the implementation of an effective air quality mitigation strategy for the Air Quality Management Area in Lutterworth town centre.

26. The Misterton and Walcote Neighbourhood Plan at policy HBE6: Design Standards encourages the development of new dwellings to make provision for a charging point for electric vehicles. This requirement should be taken into consideration in any application to discharge condition 55, in respect of residential development, attached to this planning permission.

THIRD SCHEDULE
THE OWNER'S COVENANTS WITH THE COUNCIL

CONTENTS

PART ONE - Sports Facilities
PART TWO - Affordable Housing
PART THREE - Community Centre
PART FOUR - Emergency Services
PART FIVE – Council Monitoring Fee
PART SIX - GP
PART SEVEN - Cemetery
PART EIGHT – Public Realm Improvements
PART NINE – Wheelie Bin Contribution
PART TEN – Leisure Centre Land

THIRD SCHEDULE - PART ONE
SPORTS FACILITIES

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Initial Maintenance Period"	the initial maintenance period of twelve (12) months commencing from the issue of the PF1/PF2 Provisional Certificate
"Off-Site Changing Facilities Contribution"	£751,950 (seven hundred and fifty one thousand nine hundred and fifty pounds) to be used towards changing facilities for rugby and/or hockey and/or cricket within the Surrounding Parishes
"Off-Site Pitches Contribution"	£1,263,190 (one million two hundred and sixty three thousand one hundred and ninety pounds) comprised of: £140,474 (one hundred and forty thousand four hundred and seventy four pounds) towards the enhancement of rugby pitches and development of rugby club facilities within the Surrounding Parishes £549,708 (five hundred and forty nine thousand seven hundred and eight pounds) towards improving the quality of existing cricket facilities, and increasing capacity of cricket facilities within the Surrounding Parishes £573,008 (five hundred and seventy three thousand and eight pounds) towards the installation of artificial grass pitches and new floodlights within the Surrounding Parishes
"Off-Site Sports Facilities Contribution"	together the "Off-Site Pitches Contribution" and the "Off-Site Changing Facilities Contribution"
"Parking Places"	car parking places to be provided on PF1 the numbers and location of which to be the subject of the Reserved Matters application in respect of PF1
"PF1"	the playing field suitable for use by members of the public for team sports and general recreational use shown as "Sub-phase PF1" on the Phasing Plan (or any alternative area as shall be agreed in writing between the Owner and the

	Council) to include the provision of the Sports Pavilion and Parking Places
"PF2"	the playing field suitable for use by members of the public for team sports and general recreational use shown as "Sub-phase PF2" on the Phasing Plan (or any alternative area as shall be agreed in writing between the Owner and the Council)
"PF1/PF2 Final Certificate"	a certificate issued by the Council confirming that the PF1/PF2 Works have been maintained in accordance with the approved PF1/PF2 Maintenance Specification during the Initial Maintenance Period
"PF1/PF2 Maintenance Specification"	a document confirming: i. details of the maintenance of the PF1/PF2 Works including a programme for delivery, design, specification, sports turf and landscaping treatments; and ii. details of the maintenance standards that are to be adhered to during the Initial Maintenance Period
"PF1/PF2 Provisional Certificate"	a certificate issued by the Council confirming that the PF1/PF2 Works have been completed in accordance with the approved PF1/PF2 Specification and the Initial Maintenance Period may commence
"PF1/PF2 Specification"	the written specification for the PF1/PF2 Works which shall include proposals for appropriate setting out, construction, drainage, seeding and community use to be submitted for approval by the Owner to the Council
"PF1/PF2 Works"	the works for PF1 and PF2 to be carried out in accordance with the PF1/PF2 Specification
"Playing Field Transfer"	a transfer by the Owner to the Council of the unencumbered freehold interest in the Open Space Land, such transfer to be prepared by the Owner and to include the terms set out in Appendix 7
"Sports Pavilion"	a sports pavilion of up to 250m2 gross external floor area to include toilets changing and catering facilities to be provided as part of PF1

"Surrounding Parishes"	means the parishes of Ullesthorpe, Shawell, Lutterworth, Misterton with Walcote, Gilmorton, Bitteswell, Ashby Parva, Dunton Bassett and Cotesbach

1. The Owner covenants with the Council:-

1.1. to pay the Off-Site Sports Facilities Contribution prior to the Occupation of the 500th Dwelling.

1.2. not to cause or allow the Occupation of more than 499 Dwellings unless the Off-Site Sports Facilities Contribution has been paid.

2. The Owner covenants with the Council:

2.1. to submit details of the PF1/PF2 Specification in writing to the Council prior to Occupation of the 200th Dwelling.

2.2 not to cause or allow the Occupation of more than 199 Dwellings until details of the PF1/PF2 Specification has been submitted in writing to the Council and has been approved by the Council in writing PROVIDED THAT if the PF1/PF2 Specification is not approved by the Council then both parties acting reasonably shall endeavour to agree the matters in issue and failing agreement the difference between them shall be submitted for determination by an expert pursuant to clause 13.

2.3 to provide and layout PF1 in accordance with the PF1/PF2 Specification including the provision of the Sports Pavilion and the Parking Places prior to the Occupation of the 400th Dwelling.

2.4. to provide and layout PF2 in accordance with the PF1/PF2 Specification prior to the Occupation of the 400th Dwelling.

2.5 not to cause or allow the Occupation of more than 399 Dwellings unless both PF1 and PF2 have been provided in accordance with the PF1/PF2 Specification.

2.6 to serve written notice on the Council inviting them to inspect the PF1/PF2 Works and issue a PF1/PF2 Provisional Certificate confirming that such works have been completed in accordance with the PF1/PF2 Specification.

2.7 The Council covenants with the Owner to inspect the PF1/PF2 Works within thirty (30) Working Days of receipt of the notice referred to in paragraph 2.6 above and to either

2.7.1 issue a PF1/PF2 Provisional Certificate within thirty (30) Working Days of such inspection; or

2.7.2 to identify reasonable remedial works necessary to comply with the approved PF1/PF2 Specification and to serve notice in writing within thirty (30) Working Days of such inspection of any reasonable remedial works on the Owner to complete such notified remedial works in accordance with the approved PF1/PF2 Specification.

2.8 The Owner covenants with the Council that upon completion of any such remedial works identified pursuant to paragraph 2.7, to serve written notice on the Council inviting them to inspect those remedial works and issue a PF1/PF2 Provisional Certificate confirming that such works have been completed in accordance with the approved PF1/PF2 Specification.

2.9 In the event that the Council fails to inspect the PF1 and PF2 Works within thirty (30) Working Days of receipt of notice of invitation from the Owner or fails to issue a

PF1/PF2 Provisional Certificate within thirty (30) Working Days of the inspection where no remedial works have been identified by written notice served on the Owner then the PF1/PF2 Provisional Certificate shall be deemed to have been issued in relation to the PF1/PF2 Works PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 2.7 and 2.8 shall be repeated until such time as the Council issue a PF1/PF2 Provisional Certificate or a PF1/PF2 Provisional Certificate shall have been deemed to have been issued in relation to the PF1/PF2 Works.

2.10 Following issue or deemed issue of the PF1/PF2 Provisional Certificate in respect of the PF1 /PF2 Works, the Owner covenants with the Council to maintain the PF1/PF2 Works for the Initial Maintenance Period in accordance with the PF1/PF1 Specification.

2.11 Upon expiration of the Initial Maintenance Period the Owner shall in writing request the Council to inspect the PF1/PF2 Works.

2.12 Upon receipt of the request in paragraph 2.11 above, the Council covenants with the Owner to inspect the PF1/PF2 Works within thirty (30) Working Days of receipt of the request and to either:

2.12.1 issue a PF1/PF2 Final Certificate within thirty (30) Working Days of such inspection; or

2.12.2 identify reasonable remedial works necessary to comply with the approved PF1/PF2 Specification and to serve notice in writing within thirty (30) Working Days of such inspection of any reasonable remedial works on the Owner to complete such notified remedial works in accordance with the approved PF1/PF2 Maintenance Specification.

2.13 The Owner covenants with the Council that upon completion of any such remedial works identified pursuant to paragraph 2.12, to serve written notice on the Council inviting them to inspect those remedial works and issue a PF1/PF2 Final Certificate confirming that such works have been maintained in accordance with the approved PF1/PF2 Maintenance Specification.

2.14 In the event that the Council fails to inspect the PF1 and PF2 Works within thirty (30) Working Days of receipt of notice to inspect following expiration of the Initial Maintenance Period or fails to issue a PF1/PF2 Final Certificate within thirty (30) Working Days of the inspection where no remedial works have been identified by written notice served on the Owner then the PF1/PF2 Final Certificate shall be deemed to have been issued in relation to the PF1/PF2 Works PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 2.12 and 2.13 shall be repeated until such time as the Council issue a PF1/PF2 Final Certificate or a PF1/PF2 Final Certificate shall have been deemed to have been issued in relation to the PF1/PF2 Works.

2.15 The Owner shall during the Initial Maintenance Period procure that there is public access to PF1 and PF2 from the date of completion of the PF1/PF2 Works subject to any restrictions by the Owner on public access which are required in order to comply with legal requirements or as a result of health and safety or ecological concerns.

2.16 Six months prior to the Initial Maintenance Period expiring, the Owner shall in writing offer to transfer PF1 and PF2 to the Council and in the event the Council confirms that it accepts the offer the Owner shall within three (3) months of expiration of the Initial Maintenance Period transfer PF1 and PF2 to the Council in accordance with the Playing Field Transfer which shall secure the maintenance of both PF1 and PF2 in perpetuity in so far as the law allows.

2.17 If no such notification has been received by the Owner pursuant to paragraph 2.16 of this Schedule then the Owner shall within three (3) months of expiration of the Initial Maintenance Period transfer PF1 and PF2 to the Management Company on terms which secure the maintenance of both PF1 and PF2 in perpetuity in so far as the law allows.

THIRD SCHEDULE – PART TWO
AFFORDABLE HOUSING

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Affordable Housing"	has the meaning given to it in Annex 2 of the NPPF;
"Affordable Dwellings"	unless otherwise provided for in this Agreement a minimum of 40% of the Dwellings to be provided in each Sub Phase shall be Affordable Housing in accordance with an "Affordable Housing Scheme";
"Affordable Housing Provider"	either: i. a provider of Affordable Housing who is ii. registered with the Homes England (or such successor authority) under the Housing and Regeneration Act 2008 (as amended) and who operates within the borough of Harborough; iii. any other housing provider whose objective is the provision of Affordable Housing approved in writing by the Council; or iv. any other company or body approved in writing by the Council;
"Affordable Rented Dwellings"	Dwellings let by an Affordable Housing Provider at rent of not more than 80% of local market rent (inclusive of service charges where applicable) and which are to be transferred to an Affordable Housing Provider;
"AHP Affordable Dwellings"	those Affordable Dwellings which are to be transferred to an Affordable Housing Provider pursuant to this Agreement and which include the Affordable Rented Dwellings the Shared Ownership Dwellings and the Social Rented Dwellings;
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Dwellings to be submitted by the Owner for approval by the Council acting reasonably pursuant to paragraph 1.1 of Part Two of the Third Schedule and containing the details required by paragraph 1.2 of Part Two of the Third Schedule together with details of any incentives being sought for the provision of bungalows;
"Discount Market Value Dwellings"	Affordable Housing which is to be transferred to qualifying occupiers at a discount of at least 20%

	of local market value with provisions to secure that the discount is secured in perpetuity:
"Specialist Housing Dwellings"	specialist housing providing independence and choice to adults with varying care and support needs with a flexible package of extra care and support being available.
"Low Cost Ownership Dwellings"	together the Discount Market Value Dwellings and Starter Homes;
"Open Market Dwelling"	the Dwellings to be provided pursuant to the Planning Permission other than the Affordable Housing Dwellings;
"Shared Ownership Dwellings"	Dwellings to be transferred to an Affordable Housing Provider under a shared ownership shared equity or similar scheme which provides for qualifying occupiers to purchase a minimum share of the equity in the Shared Ownership Dwelling and staircase up to full ownership in stages;
"Social Rented Dwellings"	Dwellings to be let by an Affordable Housing Provider at a social rent as defined by the NPPF and which are to be transferred to an Affordable Housing Provider;
"Starter Homes"	has the same definition as in the NPPF and shall include any replacement affordable housing tenure as defined in the NPPF.

1. The Owner covenants with the Council :-

1.1 Prior to the submission of any Reserved Matters submission in relation to any Sub Phase which includes Dwellings to submit an Affordable Housing Scheme to the Council.

1.2 The Affordable Housing Scheme submitted pursuant to paragraph 1.1 above shall include in relation to that Sub Phase:-

1.2.1 the programme for the construction of the Affordable Housing in relation to the occupation of the Open Market Dwellings;

1.2.2 the location of the Affordable Housing;

1.2.3 the numbers housing types and sizes of the Affordable Housing to be provided;

1.2.4 the tenure of the specific Affordable Dwellings; and

1.2.5 details of the proposed Affordable Housing Provider, if known.

1.3 In the event that the Council either does not approve or reject the submitted Affordable Housing Scheme within fifty six (56) Working Days of receipt the Affordable Housing Scheme shall be deemed to be approved ("the Approved Affordable Housing Scheme").

1.4 In the event that the Council rejects the submitted Affordable Housing Scheme then the Owner shall submit an amended Affordable Housing Scheme to the Council for approval.

1.5 In the event the Council does not either approve or reject the amended Affordable Housing Scheme within fifty six (56) Working Days of receipt then the amended Affordable Housing Scheme shall be deemed to be approved ("the Approved Affordable Housing Scheme").

1.6 In the event that the Council accepts either the Affordable Housing Scheme or the amended Affordable Housing Scheme then that scheme shall become "the Approved Affordable Housing Scheme".

1.7 Should the Council reject the submitted amended Affordable Housing Scheme in accordance with paragraph 1.4 above then the process set out in paragraphs 1.4 and 1.5 shall be repeated until such time as the Affordable Housing Scheme is approved by the Council or it is deemed approved under paragraph 1.5.

1.8 To implement and observe the provisions of the Approved Affordable Housing Scheme approved in relation to each Sub Phase pursuant to this paragraph 1 or any approved variation thereto.

1.9 For the avoidance of doubt the Owner shall not be required to provide more than 1100 (eleven hundred) Affordable Dwellings or Specialist Housing Dwellings on the Site.

1.10 In the event that the Owner elects to provide Specialist Housing Dwellings in the Community Hub (up to a maximum of 80 (eighty) units) then those units shall be counted solely for the purposes of this Agreement as being Affordable Dwellings and the number of Affordable Dwellings required to be provided in the Affordable Housing Schemes for Sub Phases R1, R2 and R3 as shown on the Phasing Plan shall be reduced on a one for one basis equivalent to the number of Specialist Housing Dwellings provided.

1.11 In the event that the Owner wishes to submit an Affordable Housing Scheme in respect of Sub Phases R4 to R8 as shown on the Phasing Plan inclusive which provides for less than the required 40% of Affordable Dwellings to be provided in any of those Sub Phases then prior to Commencement on any Sub Phase with less than 40% Affordable Dwellings, the Owner shall submit to the Council for approval in writing details for:

1.11.1 The number of Affordable Housing Units to be provided within each of the Sub Phases R4 to R8 which for the avoidance of doubt shall not be less than 30% of the number of Dwellings within any Sub Phase;

1.11.2 The location of the proposed Affordable Units, which shall seek to avoid Affordable Units being located together;

1.11.3 Details of where the shortfall of Affordable Units (being the difference between the required 40% of Dwelling as Affordable Housing and the total amount actually being provided within the Sub Phase) shall be provided in subsequent Sub Phases, which shall ensure that no more than 65% of Affordable Units shall be provided within any one Sub Phase.

1.12 The following trigger points shall apply;-

1.12.1 Not to Occupy more than sixty per cent (60%) of the Open Market Dwellings within any Sub Phase until:

1.12.1.1 fifty per cent (50%) of the AHP Affordable Dwellings within that Sub Phase have been built out and transferred to an Affordable Housing Provider; or

1.12.1.2 fifty per cent (50%) of the Low Cost Ownership Dwellings within that Sub Phase have been completed; and,

1.12.2 Not to Occupy more than ninety per cent (90%) of the Open Market Dwellings within any Sub Phase until the remaining fifty per cent (50%) of the Affordable Dwellings on each Sub Phase has been built out and transferred to an Affordable Housing Provider in the case of AHP Affordable Dwellings or completed in the case of Low Cost Ownership Dwellings.

1.13 Subject to the provisions of paragraph 1.15 below, none of the Affordable Dwellings shall be Occupied other than as Affordable Housing of the type and tenure initially provided.

1.14 The Discount Market Value Dwellings and the Starter Homes shall only be transferred to purchasers who comply with the Council's criteria (or criteria of any administrating authority responsible for administering the Discount Market Value Dwellings and/or the Starter Homes) to occupy such Dwellings and on terms which secure that any percentage discount to market value applied to the first sale shall be secured in perpetuity on future transfer.

1.15 The provisions of Part 2 of the Third Schedule shall not be binding against:-

1.15.1 any mortgagee or chargee of the purchaser or lessee of any individual Affordable Dwelling exercising its power of sale in the case of an individual default, and any successor in title to such mortgagee or charge;

1.15.2 any tenant of any of the Affordable Dwellings acquiring 100% of the equity of any such Affordable Dwellings whether this is acquired pursuant to the rights granted by the lease of such dwellings or pursuant to the provisions of the Housing Act 1985 or the Housing Act 1996 (or any legislation amending or replacing the same) or under any future legislation conferring such a right which is binding on any Affordable Housing Provider, and any successor in title to, mortgagee or charge of such tenant; or

1.15.3 a disposal being required by:-

1.15.3.1 any statutory provisions now or hereafter in force; or

1.15.3.2 Homes England (or their successors); or

1.15.3.3 a Court Order;

1.15.4 a mortgagee or chargee of the Affordable Housing Provider (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver)) of the whole or any part of the Affordable Dwellings or any person deriving such title through such mortgagee or chargee or receiver PROVIDED THAT:

1.15.4.1 such mortgagee chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of not less than three (3) months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Affordable Housing Provider or to the Council for a consideration not less than

the amount due and outstanding under the terms of the relevant security documentation including accrued principal monies, interest and costs and expenses; and

1.15.4.2 if such disposal has not completed within the three (3) month period, the mortgagee, chargee or receiver shall be entitled to dispose of the Affordable Dwellings free from the provisions of Third Schedule, Part Two of this Agreement which provisions shall determine absolutely in regard to the relevant Affordable Dwellings.

THIRD SCHEDULE – PART THREE
COMMUNITY CENTRE

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Community Centre"	a community centre to be located in the Community Hub (unless otherwise agreed in writing by the Owner and the Council) such community centre to be of not less than 690 square metres gross internal area to provide a minimum of four sports courts changing rooms toilets meeting rooms kitchen and storage space
"Community Centre Contribution"	£3,258,750 (three million two hundred and fifty eight thousand seven hundred and fifty pounds) in lieu of providing the Community Centre
"Community Centre Election Notice"	a notice to be served on the Council indicating that either the Owner has elected to construct the Community Centre or that it is offering to transfer the Community Centre Land required for the construction of the Community Centre and pay the Community Centre Contribution in lieu of construction
"Community Centre Land"	approximately 3000 square metres of land situated in the Community Hub the exact location of which to be defined as part of the first Reserved Matters Approval for the Sub-Phase within which the Community Centre Land is located together with all relevant Services
"Community Centre Management Scheme"	a management scheme for the Community Centre which shall include, inter alia, details of the body to manage the Community Centre and details of public access to the Community Centre

"Practically Complete"	the Community Centre shall be "Practically Completed" when a certificate of practical completion in respect of the Community Centre has been issued by the Council or an independent professional adviser (as applicable in the relevant circumstances) and the expression "Practically Complete/Completed" shall be construed accordingly
"Services"	means water supply, foul sewerage, surface water drainage to a sustainable urban drainage system or mains drains, electricity and telecommunications with connection points in or adjacent to the section of access road and footway serving and adjacent to the Community Centre Land together with the right for those using or occupying the Community Centre Land to use those facilities until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority and "Serviced" shall be construed accordingly

1. The Owner covenants with the Council:-

1.1. Prior to the Occupation of the 100th Dwelling to serve the Community Centre Election Notice.

1.2. Not to cause or allow the Occupation of more than 99 Dwellings unless the Community Centre Election Notice has been served.

1.3 If:

1.3.1 the Owner elects in the Community Centre Election Notice to construct the Community Centre the Owner shall construct the Community Centre and not Occupy more than 399 Dwellings until the Community Centre is Practically Completed and available for use;

1.3.2 the Owner elects in the Community Centre Election Notice not to construct the Community Centre the Owner shall not Occupy more than 99 Dwellings until the Owner has offered to transfer the Community Centre Land to the Council.

1.4 In the event that the Council accepts the offer to transfer of the Community Centre Land pursuant to paragraph 1.3.2 then the Community Centre Land shall be transferred on the following terms:-

1.4.1 the Community Centre Land shall be transferred subject to the entries on the title at the date of this Agreement other than financial charges (which if any financial charges exist, shall be settled by the Owner and all financial charges shall be removed by the Owner) but otherwise free from encumbrances;

1.4.2 the Owner and the Council shall use all reasonable endeavours to complete the transfer within six (6) months of the date the Owner receives notice in writing from the Council of its readiness to accept the transfer of the Community Centre Land or on such earlier date as the parties may agree;

1.4.3 the Community Centre Land shall be transferred with vacant possession on completion for nil consideration and no deposit shall be payable;

1.4.4 the Community Centre Land shall be transferred with full title guarantee.

1.5 In the event that the Council accepts the offer to transfer the Community Centre Land pursuant to paragraph 1.3.2 then the Owner covenants with the Council to pay the Community Centre Contribution as follows:

1.5.1 To pay 10% of the Community Centre Contribution prior to Occupation of the 100th Dwelling;

1.5.2 Not to cause or allow the Occupation of more than 99 Dwellings unless 10% of the Community Centre Contribution has been paid;

1.5.3 To pay 90% of the Community Centre Contribution prior to Occupation of the 300th Dwelling;

1.5.4 Not to cause or allow the Occupation of more than 299 Dwellings unless 90% of the Community Centre Contribution has been paid.

1.6 In the event that the Owner constructs the Community Centre pursuant to paragraph 1.3.1 above then within six (6) months of Practical Completion the Owner and the Council will use Reasonable Endeavours to agree the Community Centre Management Scheme. The Community Centre shall then be operated in accordance with the Community Centre Management Scheme. In the event that the Management Scheme cannot be agreed within twelve (12) months of Practical Completion the Owner will operate the Community Centre in accordance with the Community Centre Management Scheme submitted pursuant to this paragraph.

1.7 If no such notification has been received by the Owner pursuant to paragraph 1.3 of this Schedule then the Owner will transfer the Community Centre to the Management Company for use solely as a Community Centre.

1.8 In the event that the Council refuses the offer to transfer of the Community Centre Land made pursuant to paragraph 1.3.2 then the Owner shall construct the Community Centre as if it had elected to do so pursuant to paragraph 1.3.1 and shall comply with the requirements of paragraph 1.6 above.

THIRD SCHEDULE – PART FOUR
EMERGENCY SERVICES (POLICING)

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Community Centre"	has the definition given to it in Part Three of the Third Schedule
"Leicestershire Police"	the body providing a policing service to the people of Leicester, Leicestershire and Rutland or any successor body
"Police Accommodation"	approximately 156m2 (gross internal area) of office accommodation located within the Community Centre for use by Leicestershire Police to be provided at nil rent
"Police Contribution"	the sum of three hundred and fifty thousand pounds (£350,000) to be used by Leicestershire Police towards the provision of police accommodation at a location within Lutterworth or within 10 miles of the Site
"Police Election Notice"	a notice to be served on the Council indicating that either the Owner has elected to provide the Police Accommodation or that it will pay the Police Contribution

1. The Owner covenants with the Council:-

1.1 Prior to serving the Police Election Notice, the Owner shall write to Leicestershire Police at Leicestershire Constabulary Force HQ, St. Johns, Enderby, Leicester, Leicestershire, LE19 2BX and request its view on whether Leicestershire Police would prefer (1) accommodation for Leicestershire Police to be provided within the Community Centre or (2) payment of the Police Contribution. In the event that Leicestershire Police provides its written view within three (3) months of receipt of the request the Owner will give all reasonable consideration to the view of Leicestershire Police prior to serving the Police Election Notice.

1.2 Prior to the Occupation of the 100th Dwelling to serve the Police Election Notice.

1.3 Not to cause or allow the Occupation of more than 99 Dwellings unless the Police Election Notice has been served.

1.4 If the Owner elects to provide the Police Accommodation then such accommodation will be provided to a specification agreed between the Owner and the Council. The Police Accommodation will be available for use prior to the Occupation of the 400th Dwelling and the Owner shall not cause or allow the Occupation of more than 399 Dwellings until the Police Accommodation is available for use by Leicestershire Police.

1.5 If the Owner elects in the Police Election Notice not to provide the Police Accommodation then the Police Contribution will be paid to the Council prior to Occupation of the 400th Dwelling and the Owner shall not cause or allow the Occupation of more than 399 Dwellings until the Owner has paid the Police Contribution to the Council.

THIRD SCHEDULE – PART FIVE
COUNCIL MONITORING FEE

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Council Monitoring Fee"	£300 (three hundred pounds) per Obligation payable to the Council in respect of each Council Obligation.

1. The Owner covenants to pay the Council Monitoring Fee to the Council prior to the Occupation of the First Dwelling for the purposes of monitoring compliance with the obligations contained in this Agreement and not to Occupy or allow the Occupation of any Dwelling unless the Council Monitoring Fee has been paid.

2. The Owner shall provide the Council with an annual statement confirming the latest position with regard to the discharge of all obligations, commencing twelve (12) months from the date of this Agreement until such time as the Development is completed or all obligations have been discharged.

THIRD SCHEDULE – PART SIX
GP CONTRIBUTION (CCG)

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"CCG"	means East Leicestershire and Rutland Clinical Commissioning Group (or any successor body)
"GP Contribution"	means the exact sum to be agreed by the Council and the Owner, which will not exceed £1,765,000 (one million seven hundred and sixty five thousand pounds) to be used towards capital costs relating to the GP Contribution Scheme
"GP Contribution Scheme"	means a detailed scheme to be submitted for approval by the CCG to the Council for additional infrastructure (approximately 479 square metres) at Lutterworth Medical Centre, Gilmorton Road, Lutterworth in order to accommodate additional patients arising from the Development, which shall include, inter alia, full details of the works to be undertaken and the precise costs of such build costs and professional fees

1. The Owner covenants not to Occupy more than forty nine (49) Dwellings until the Owner has paid to the Council the sum of two hundred and sixty four thousand seven hundred and fifty pounds (£264,750) being 15% of the maximum GP Contribution.
2. Prior to agreeing the GP Contribution Scheme:
2.1 the Council covenants with the Owner to provide the Owner with a copy of the draft GP Contribution Scheme;
2.2 the Council covenants to allow the Owner fifteen (15) Working Days from the date of service of the draft GP Contribution Scheme pursuant to paragraph 2.1 of this Schedule to fully consider the draft GP Contribution Scheme and to provide comments to the Council in writing.
3. The Council shall take into consideration any comments raised by the Owner pursuant to paragraph 2.2 of this Schedule when agreeing the final GP Contribution Scheme and shall provide the Owner with the final GP Contribution Scheme.
4. Following the provision of the final GP Contribution Scheme pursuant to paragraph 3 of this Schedule, the Owner covenants with the Council to pay the remainder of the GP Contribution (as established by the GP Contribution Scheme) on the later of either:
(a) prior to Occupation of 100 (one hundred) Dwellings; or
(b) within 60 (sixty) Working Days of planning permission being granted for the GP Contribution Scheme
and the Owner shall not carry out any Development in breach of this Schedule until such time as the GP Contribution has been paid.

THIRD SCHEDULE – PART SEVEN
CEMETERY LAND

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Cemetery Challenge Period"	either (i) where there are no planning proceedings the period of eight (8) weeks from the date of the Cemetery Land Permission; or (ii) in the event of planning proceedings the period until the Cemetery Land Permission is finally granted (if applicable) or upheld following those proceedings whether (if applicable) by reference to the Secretary of State or Inspector or the Council (as the case may be) or otherwise and until the date by which any further planning proceedings against any such grant or upholding can be lodged has expired without any such further planning proceedings being lodged or if lodged as disposed of leaving extant the Cemetery Land Permission without there being a possible challenge as to its validity
"Cemetery Commuted Sum"	the sum of three hundred and ninety thousand four hundred and sixty six pounds (£390,466)
"Cemetery Land"	an accessible and serviceable piece of land to be provided by the Owner which is serviced up to the boundary to be no less than 2 hectares located within 2 km of the Site or such other radius as may be approved by the Council
"Cemetery Land Response Notice"	a written notice from the Council confirming whether they or not they accept the offer to transfer the Cemetery Land given in the Cemetery Land Election Notice
"Cemetery Land Election Notice"	a written notice to be served by the Owner on the Council indicating whether the Owner has elected to develop the Cemetery Land as a Public Cemetery itself or whether it intends to offer to transfer the Cemetery Land to the Council
"Cemetery Land Permission"	a planning permission permitting the development of the Cemetery Land as a Public Cemetery
"Cemetery Land Specification"	means the specification set out in Appendix 6
"Cemetery Planning Application"	a full planning application for the use of the Cemetery Land as a public cemetery made in consultation with the Council as burial authority;
"Public Cemetery"	a cemetery available for use by members of the public to be provided on the Cemetery Land

"Site Study"	the desk-based site study undertaken by the Owner identifying how the land conforms to the basic requirements for new cemetery space which shall include a technical survey and site appraisal to include, as far as is reasonably possible, the requirements identified in Appendix 5

The Owner covenants:-

1 Prior to Occupation of the 800th Dwelling the Owner shall undertake and submit to the Council for approval a Site Study in respect of the Cemetery Land and shall not Occupy more than 799 Dwellings until such time as the Site Study has been approved by the Council.

2 Following approval of the Site Study pursuant to paragraph 1 of this Part of this Schedule and prior to Occupation of the 1000th Dwelling the Owner shall reserve the Cemetery Land by submitting to the Council an agreement under section 106 of the Act to secure the use of the Cemetery Land for the purposes specified in this Agreement and the Owner shall not Occupy more than 999 Dwellings until such time as the Cemetery Land is secured for use in accordance with this Agreement.

3 Not to cause or allow the Occupation of more than 1999 Dwellings unless the Cemetery Planning Application has been submitted to the Council.

4 In the event that the Cemetery Planning Application is not granted the Owner shall use Reasonable Endeavours to submit an alternative Cemetery Planning Application in consultation with the Council acting as burial authority and this process shall be repeated until such time as the Cemetery Land Permission is granted.

5 Within 28 (twenty eight) days of the end of the Cemetery Challenge Period the Owner will serve the Cemetery Election Notice on the Council:

5.1 If the Owner elects to provide a Public Cemetery in the Cemetery Election Notice on the Cemetery Land then the Owner covenants to lay out the Public Cemetery to the Council's reasonable satisfaction in accordance with the Cemetery Land Specification and make the Cemetery available as a Public Cemetery prior to the Occupation of the 2500th Dwelling and not to cause or allow the Occupation of more than 2499 Dwellings unless the Public Cemetery Land is so laid out and available for use;

5.2 If the Owner elects not to provide the Public Cemetery in the Cemetery Election Notice then the Owner shall offer the Cemetery Land to the Council on terms to be agreed but including the following;

5.2.1 the freehold Cemetery Land shall be transferred for £1 (one pound) subject to the entries on the title at the date of this Agreement other than financial charges but otherwise free from encumbrances;

5.2.2 the completion of the transfer shall take place within the later of six (6) months of the service of the Cemetery Land Response Notice or within six (6) months of Practical Completion of the Cemetery Land or such other date as the parties may agree; and

5.2.3 the Cemetery Land shall be transferred with full title guarantee;

5.3 In the event the Council reject the offer pursuant to paragraph 5.2 of this Schedule the Owner shall secure the provision of the Public Cemetery on the

Cemetery Land prior to the Occupation of the 2500th Dwelling and will not cause or allow the Occupation of more than 2499 Dwellings unless the Public Cemetery Land is so laid out and available for use;

5.4 In the event that the Cemetery Land is transferred to the Council in accordance with paragraph 5.2 of this Schedule then the Owner shall pay the Cemetery Commuted Sum to the Council on the earlier of completion of the transfer of the Cemetery Land or the Occupation of the 2100th Dwelling. In the event that the Owner is to pay the Cemetery Commuted Sum to the Council on the Occupation of the 2100th Dwelling then the Owner further covenants not to cause or allow the Occupation of the 2101st Dwelling until the Cemetery Commuted Sum has been paid to the Council.

THIRD SCHEDULE – PART EIGHT

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Public Realm Contribution"	£171,495 (one hundred and seventy one thousand four hundred and ninety five pounds) to be used towards public realm improvements within Lutterworth Town Centre in accordance with the Lutterworth Town Centre Master Plan

The Owner covenants:-

1. To pay the Public Realm Contribution to the Council prior to the Occupation of the 400th Dwelling; and
2. Not to cause or allow the Occupation of more than 399 Dwellings unless the Public Realm Contribution has been paid.

THIRD SCHEDULE – PART NINE
WHEELIE BIN CONTRIBUTION

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Wheelie Bin Contribution"	a financial contribution towards the provision of bins to be calculated on the basis of seventy nine pounds and four pence (£79.04) per Dwelling and three hundred and forty seven pounds and forty six pence) (£347.46) per communal bin required for apartments and flats within the Development

The Owner covenants: -

1. To submit details to the Council to confirm the amount of Wheelie Bin Contribution for each Sub-Phase as part of any Reserved Matters Application;
2. To pay the Wheelie Bin Contribution to the Council prior to Occupation of the first Dwelling within each Sub Phase; and
3. Not to Occupy any Dwelling within a Sub Phase until the Wheelie Bin Contribution for that Sub Phase has been paid to the Council in full.

THIRD SCHEDULE – PART TEN
LEISURE CENTRE LAND

DEFINITIONS
In this Part the following words and expressions have the following meanings:

"Alternative Land"	means a piece of land no less than 1.4 hectares in size within the existing town area of Lutterworth (to the west of the M1) which is suitable for the purpose of providing a Replacement Leisure Centre being accessible from an adopted highway and serviced up to the boundary to be provided by the Owner
"Existing Lease"	means the existing lease of Lutterworth Leisure Centre dated 23 April 2003 for 99 years between Leicestershire County Council (1) and Harborough District Council (2)
"Lease Extension"	means a lease extension of the Existing Lease so as to provide for a minimum term of 125 years
"Lutterworth Leisure Centre"	means Lutterworth Leisure Centre located on the Former Lutterworth Grammar School Playing Fields, Coventry Road, Lutterworth LE17 4RB
"New Lease"	means a new lease of Lutterworth Leisure Centre for a minimum term of 125 years on substantially the same terms as the Existing Lease
"Replacement Leisure Centre"	means a leisure centre to be provided to replace Lutterworth Leisure Centre
"Replacement Leisure Centre Land"	means the land shown edged red on Plan 2 annexed to this Agreement at Appendix 10 identifying the land to be used for the purpose of providing a Replacement Leisure Centre such land being accessible from an adopted highway and serviced up to the boundary or subject to prior approval by the Council such other piece of land no less than 1.4 hectares located within close proximity to the Development Site which is suitable for the purpose of providing a Replacement Leisure

	Centre being accessible from an adopted highway and serviced up to the boundary to be provided by the Owner
"Safeguard"	means the safeguarding of the Replacement Leisure Centre Land by way of an agreement under section 106 of the Act to ensure the land is available for use as a Replacement Leisure Centre and not to allow permit or authorise any use of the Replacement Leisure Centre Land during the Safeguarding Period which may prevent or frustrate the use of the land for a Replacement Leisure Centre and "Safeguarding" shall be construed accordingly
"Safeguarding Period"	means the period from Commencement until the earliest of either: • the expiration of five (5) years from the date of Occupation of the final Dwelling in the Development; or • 30 years from the date of issue of the Planning Permission unless the Council confirms in writing that it has secured either the retention of Lutterworth Leisure Centre or the Alternative Land in accordance with the provisions of this Schedule and the Harborough District Built Sports Facilities Strategy, dated February 2020

1. The Owner covenants not to Commence Development until it has Safeguarded the Replacement Leisure Centre Land for the Safeguarding Period and covenants in its capacity as landowner to not prevent, frustrate or object to the Replacement Leisure Centre Land being allocated for use as a leisure centre in the Council's local plan or in any planning application that may be submitted for that use.
2. The Owner covenants to offer a Lease Extension or a New Lease to the Council no earlier than five (5) years from the date of issue of the Planning Permission and the Council shall have twelve (12) calendar months to review the offer and to determine whether to accept the offer.
3. The Council will notify the Owner in writing of its decision whether or not to accept a Lease Extension or a New Lease. In the event that the Council notifies the Owner of its acceptance of the offer of a Lease Extension or a New Lease:

(a) the Owner covenants to enter into the Lease Extension or the New Lease (as appropriate) without delay but in any event no later than six (6) months from the date the Council accepted the offer in writing or such later date as the parties may first agree in writing;
(b) the Council covenants to surrender the Existing Lease forthwith upon completion of the Lease Extension or the New Lease; and
(c) the obligation to Safeguard the Replacement Leisure Centre Land shall cease immediately upon completion of the Lease Extension or the New Lease (as appropriate) and the remaining provisions of this Part 10 of the Third Schedule shall not apply.

4. In the event an offer is not accepted pursuant to paragraphs 2 and 3 above or the Lease Extension or New Lease is not completed in accordance with paragraph 3 above, the Owner shall, within six (6) months of the offer of a Lease Extension or a New Lease being refused in accordance with paragraph 3 above or the date for completing either the New Lease or the Lease Extension in accordance with the timeframe stipulated in paragraph 3 above has expired (as appropriate), use reasonable endeavours to offer the Council a lease of Alternative Land on terms to be agreed. The Council shall have six (6) months to review the offer for a lease of Alternative Land and in the event the Council notifies the Owner in writing of its acceptance of the offer of a lease of Alternative Land:
(a) the Owner covenants to enter into a lease of the Alternative Land without delay but in any event no later than six (6) months from the date the Council accepted the offer in writing or such later date as the parties may first agree in writing for a minimum term of 125 years;
(b) the Council covenants to surrender the Existing Lease forthwith following the construction of the Replacement Leisure Centre on the Alternative Land and the Replacement Leisure Centre being ready for first occupation; and
(c) the obligation to Safeguard the Replacement Leisure Centre Land shall cease immediately upon completion of the lease for the Alternative Land and the remaining provisions of this Part 10 of the Third Schedule shall not apply.

5. In the event that none of the following events have occurred:
(a) completion of a Lease Extension or a New Lease in accordance with paragraphs 2 and 3 of this Schedule; or
(b) completion of a lease for the Alternative Land in accordance with paragraphs 4 and 5 of this Schedule;

the Owner covenants that if, during the Safeguarding Period, the Council serve notice in writing on the Owner of the Replacement Leisure Centre Land that the Replacement Leisure Centre Land is required, the Owner shall lease the Replacement Leisure Centre Land to the Council on terms to be agreed but including the following:

(a) a minimum term of 125 years for £1 (one pound)
(b) the completion of the lease shall take place within six (6) months of the date of the notice served by the Council or such other date as the parties may first agree in writing.

6. In the event that a lease for the Replacement Leisure Centre Land is granted pursuant to paragraph 5 of this Schedule the Council covenants to surrender the Existing Lease forthwith following the construction of the Replacement Leisure Centre on the Replacement Leisure Centre Land and the Replacement Leisure Centre being ready for first occupation.

7. In the event the Safeguarding Period expires without the Council serving notice in accordance with paragraph 5 of this Schedule requiring a lease of the Replacement Leisure Centre Land, the obligation to Safeguard the Replacement Leisure Centre Land shall cease.

FOURTH SCHEDULE
OWNERS COVENANTS WITH THE COUNTY COUNCIL

CONTENTS

PART ONE - Civic Amenity
PART TWO - Highway Improvements/Rights of Way
PART THREE – Libraries
PART FOUR – County Monitoring Fee
PART FIVE - Education

FOURTH SCHEDULE – PART ONE
CIVIC AMENITIES CONTRIBUTION

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Civic Amenities Contribution"	the sum of £72.74 (seventy two pounds and seventy four pence) per Dwelling towards improvement of facilities at Lutterworth Recycling and Household Waste Site (project reference LUT001) which for the avoidance of doubt shall not exceed £200,035 (two hundred thousand and thirty five pounds) in total

Civic Amenities Contribution

1. The Owner covenants: -

1.1. To pay to the County Council the Civic Amenities Contributions in respect of those Dwellings in each Sub Phase prior to the first Occupation of the first Dwelling in that Sub Phase.

1.2. Not to Occupy or allow to be Occupied any Dwelling in a Sub Phase unless the Civic Amenities Contributions for that Sub Phase have been paid.

1.3. For the avoidance of doubt the maximum number of Civic Amenities Contributions to be paid in respect of the Development shall not exceed 2750 (two thousand seven hundred and fifty) Dwellings.

FOURTH SCHEDULE – PART TWO
HIGHWAYS AND TRANSPORT

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Bus Pass"	up to two (2) adult bus passes per Dwelling and one adult pass per Employee entitling the holder of each Bus Pass to travel free of charge on local bus services over a period of six (6) months commencing from either the first Occupation of each Dwelling or from when the Employee commences their job as the case may be and for the avoidance of doubt a Bus Pass will only be provided to the first occupier of any Dwelling and the first Employee and does not relate to subsequent occupiers of any Dwelling or subsequent Employees as the case may be
"Bus Pass Contribution"	the sum of three hundred and sixty pounds (£360.00) per Bus Pass to cover the cost of any Bus Pass issued by the County Council
"Employee"	an employee employed at any Employment Unit including for the avoidance of doubt any employees of the neighbourhood centre and primary schools
"Employment Unit"	any unit of employment constructed pursuant to the Planning Permission including for the avoidance of doubt the neighbourhood centre and primary schools
"Frank Whittle Roundabout Contribution"	£16,976,782.00 (sixteen million nine hundred and seventy six thousand seven hundred and eighty two pounds) to be used towards highway mitigation works at the Frank Whittle Roundabout, Lutterworth
"Gilmorton Traffic Calming Scheme Contribution"	£672,959.00 (six hundred and seventy two thousand nine hundred and fifty nine pounds) to be used towards a traffic calming scheme in Gilmorton adjusted in accordance with Index Linking

"National Highways"	the body responsible for operating, maintaining and improving England's motorways and major A roads or any successor body
"Index Linking"	the Strategic Highways Contribution and the Gilmorton Traffic Calming Scheme Contribution shall be increased by applying thereto the percentage increase in the RICS Road Construction Resource Cost Index from the date hereto the date of payment
"Site Wide Travel Plan Monitoring Fee"	£11,337.50 (eleven thousand three hundred and thirty seven pounds and fifty pence) to be used for the monitoring of the site wide travel plan required as a condition of the Planning Permission
"Strategic Highways Contribution"	£1,214,490.24 (one million two hundred and fourteen thousand four hundred and ninety pounds and twenty four pence) to be used towards the Strategic Highways Works adjusted in accordance with Index Linking
"Strategic Highways Works"	highway improvement works at the A5/A426 Gibbett Lane roundabout. For the avoidance of doubt the works may be delivered in isolation or otherwise concurrently with, or as part of, any further scheme for the general improvement of the junction
"Traffic Regulation Orders Contribution"	£112,500 (one hundred and twelve thousand five hundred pounds) to be used for the provision of necessary traffic regulation orders in connection with the Development and required as a condition of the Planning Permission
"Travel Pack"	a pack of information provided/approved by the County Council to be supplied to each Dwelling and to each Employee by the Owner (or provided by the County Council if the Owner elects to pay the Travel Pack Contribution) containing Bus Pass application forms, and details of walking, cycling and public transport, local amenities, shops and details of any community transport or car sharing or car club schemes operating in the vicinity of the Site and for the avoidance of doubt

	a Travel Pack will only be provided to the first occupier of any Dwelling and the first Employee and does not relate to subsequent occupiers of any Dwelling or subsequent Employees as the case may be
"Travel Pack Contribution"	£52.85 (fifty two pounds and eighty-five pence) per Dwelling or per Employee payable to the County Council if the Owner elects for the County Council to provide the Travel Pack

The Owner covenants:-

Frank Whittle Roundabout Contribution, Gilmorton Traffic Calming Scheme Contribution, Site Wide Travel Plan Monitoring Fee, Strategic Highways Contribution, Traffic Regulation Orders Contribution

1. To pay the Strategic Highways Contribution and the Traffic Regulation Orders Contribution to the County Council prior to the Commencement of Development; and
2. Not to Commence Development unless the Traffic Regulation Orders Contribution and the Strategic Highways Contribution have been paid.
3. To pay the Frank Whittle Roundabout Contribution to the County Council in the following instalments:

3.1 £848,839.10 (eight hundred and forty eight thousand, eight hundred and thirty nine pounds and ten pence) (being 5% of the Frank Whittle Roundabout Contribution) prior to the first Occupation of the 25th (twenty fifth) Dwelling or no later than 12 (twelve) months from Commencement of the first Sub Phase which includes Dwellings (whichever is the earlier)

3.2 £1,697,678.20 (one million, six hundred and ninety seven thousand, six hundred and seventy eight pounds and twenty pence) (being 10% of the Frank Whittle Roundabout Contribution) prior to the first Occupation of the 120th (one hundred and twentieth) Dwelling or no later than 24 (twenty four) months from Commencement of the first Sub Phase which includes Dwellings (whichever is the earlier)

3.3 £2,546,517.30 (two million, five hundred and forty six thousand, five hundred and seventeen pounds and thirty pence) (being 15% of the Frank Whittle Roundabout Contribution) prior to the first Occupation of the 290th (two hundred and ninetieth) Dwelling or no later than 36 (thirty six) months from Commencement of the first Sub Phase which includes Dwellings (whichever is the earlier)

3.4 £11,883,747.40 (eleven million, eight hundred and eighty three thousand, seven hundred and forty seven pounds and forty pence) (being 70% of the Frank Whittle Roundabout Contribution) prior to the first Occupation of the 400th (four hundredth) Dwelling or no later than 48 (forty eight) months from Commencement of the first Sub Phase which includes Dwellings (whichever is the earlier).

4. To write to the County Council within twelve (12) months of payment of the final instalment of the Frank Whittle Roundabout Contribution in accordance with paragraph 3.4 above to request, evidence of how the Frank Whittle Roundabout Contribution has been spent.
5. To pay the Site Wide Travel Plan Monitoring Fee to the County Council prior to the first Occupation of any Dwelling or Employment Unit.
6. Not to cause or allow the Occupation of any Dwelling or Employment Unit unless the Site Wide Travel Plan Monitoring Fee has been paid.
7. In the event that the scheme for the monitoring of traffic and the identification of the need for any traffic management to be submitted by the Owner to the Council in accordance with the condition (Gilmorton Traffic Calming) of the Planning Permission which identifies a need for traffic calming in Gilmorton then the Owner shall pay the Gilmorton Traffic Calming Scheme Contribution to the County Council within twenty eight (28) Working Days of a written request from the County Council.

Travel Packs and Bus Passes

8. That it shall elect in writing to the County Council in respect of each Sub Phase (prior to the Commencement date on each Sub Phase) to EITHER pay the Travel Pack Contribution attributable to the relevant Sub Phase to the County Council prior to first Occupation of the relevant Sub Phase OR to deliver one Travel Pack (having submitted it in draft form to the County Council prior to Commencement of the relevant Sub Phase and had it approved in writing by the County Council accordingly) directly to each Dwelling or the Employee at their Employment Unit in the relevant Sub Phase upon first Occupation in that Sub Phase.
9. Subject to paragraph 10 below that in circumstances where the first occupier of each Dwelling or each Employee as the case may be submits a valid application form (contained within the Travel Pack which shall include two such forms) for a Bus Pass or Bus Passes within six (6) months of first Occupation by that occupier or within six (6) months of starting the job in the case of the Employee the Owner shall promptly supply such occupier or Employee as the case may be the Bus Passes requested OR otherwise comply with paragraph 10 below.
10. As an alternative to compliance with paragraph 9 above the Owner of each Sub Phase shall pay to the County Council, if required, the Bus Pass Contribution attributable to that Sub Phase in the following instalments: -
    - 10.1 within twenty eight (28) days of receipt of a written request from the County Council, 25% of the Bus Pass Contribution attributable to a Sub Phase prior to the first Occupation of the first Dwelling on that Sub Phase;
    - 10.2 within twenty eight (28) days of receipt of a written request from the County Council, 25% of the Bus Pass Contribution attributable to a Sub Phase prior to the first Occupation of 25% of the Dwellings on that Sub Phase;
    - 10.3 within twenty eight (28) days of receipt of a written request from the County Council, 25% of the Bus Pass Contribution attributable to a Sub Phase prior to the first Occupation of 50% of the Dwellings on that Sub Phase;
    - 10.4 within twenty eight (28) days of receipt of a written request from the County Council, the remaining 25% of the Bus Pass Contribution attributable to a Sub Phase prior to the first Occupation of 75% of the Dwellings on that Sub Phase.

11. The Owner covenants with the County Council to notify the County Council in writing every six (6) months in the period (beginning with first Occupation of the first Dwelling and ending with the first Occupation of the last Dwelling) of the number of Travel Packs and Bus Passes issued in the previous six (6) month period.

THIRD SCHEDULE – PART THREE
LIBRARIES CONTRIBUTION

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Libraries Contribution"	the sum of £82,995 (eighty two thousand nine hundred and ninety five pounds) in respect of the provision of library books/stock at Lutterworth Library, including the reconfiguration of the library space and the provision of equipment to support this reconfiguration under project reference LUT004.

The Owner Covenants: -

1. To pay the County Council the Libraries Contribution prior to the first Occupation of the 1376th Dwelling; and
2. Not to cause or allow the Occupation of more than 1375 Dwellings unless the Libraries Contribution has been paid.

FOURTH SCHEDULE – PART FOUR
COUNTY COUNCIL MONITORING FEE

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"County Council Monitoring Fee"	£30,000 (thirty thousand pounds)

1. The Owner covenants to pay the County Council Monitoring Fee to the County Council as follows:
   - 1.1 20% (twenty per cent) prior to the Commencement of Development; and
   - 1.2 20% (twenty per cent) no later than 12 (twelve) months from Commencement of Development; and
   - 1.3 20% (twenty per cent) no later than 24 (twenty four) months from Commencement of Development; and
   - 1.4 20% (twenty per cent) no later than 36 (thirty six) months from Commencement of Development; and
   - 1.5 20% (twenty per cent) no later than 48 (forty eight) months from Commencement of Development.

FOURTH SCHEDULE – PART FIVE
EDUCATION

DEFINITIONS

In this Part the following words and expressions have the following meanings:

"Access"	a vehicular access route from the adopted highway to each of the School Sites that is of a quality to the reasonable satisfaction of the County Council for a haul road at least sufficient and suitable for construction vehicles and vehicles for the delivery of materials for the construction of a Primary School on the respective School Site
"Construction Work"	work to construct Primary School 1 and/or Primary School 2 including digging footings laying slab foundations piling or other works to support a building but not including laying services to any such building demolition or other site preparation work
"Early Years Contribution No 1"	means the sum of £1,041,005.50 (one million, forty one thousand and five pounds and fifty pence) to be paid to the County Council towards the Early Years Provision at Primary School 1 payable in lieu of the Owner providing the Early Years Provision at Primary School 1
"Early Years Contribution No 2"	means the sum of £1,041,005.50 (one million, forty one thousand and five pounds and fifty pence) to be paid to the County Council towards the Early Years Provision at Primary School 2 payable in lieu of the Owner providing the Early Years Provision at Primary School 2
"Early Years Provision"	two (2) 80 (eighty) place nursery facilities to be provided as part of Primary School 1 and Primary School 2 respectively in accordance with the DfE Statutory Framework for early years foundation stage, each facility to include at least 650m2 of outdoor space and 400m2 gross internal area to include:- a) 200m2 of activity space; b) child and disabled toilets; c) staff room; d) kitchen area suitable for light refreshments; e) store room;

	f) office; g) lobby/cloak room
"Notice of Intention to Commence Construction Work"	a written notice served by the Owner on the County Council to confirm the Owner's intention to commence Construction Work
"Notice of the School Commencement Date"	a written notice served by the County Council on the Owner giving the Owner not less than 3 (three) months' notice of the County Council's intention to commence Construction Work on the School Commencement Date
"Notice of the School Practical Completion Date"	a written notice served by the County Council on the Owner giving the Owner not less than 6 (six) months' notice of the School Practical Completion Date
"Practical Completion"	each Primary School shall be "Practically Completed" when: a) a certificate of practical completion in respect of the relevant Primary School has been issued by the Owner's architect surveyor engineer or other relevant professional adviser (as applicable in the relevant circumstances) and provided to the County Council b) two (2) copies of all warranties have been provided to the County Council; and c) the relevant School Site is Serviced
"Primary School	a two-form entry primary school including Early Years Provision and a playing field to be constructed to the Schools Specification
"Primary School 1"	a Primary School to be constructed on the School Site marked "PS1" on the Phasing Plan or an alternative site agreed in writing between the Owner, the Council and the County Council
"Primary School 2"	a Primary School to be constructed on the School Site marked "PS2" on the Phasing Plan or an alternative site agreed in writing between the Owner, the Council and the County Council
"Primary School 1 Contribution"	means the sum of £7,826,258 (seven million eight hundred and twenty six thousand two hundred and fifty eight pounds) to be paid to the County Council towards the provision of Primary School 1 payable in lieu of the Owner providing Primary School 1

"Primary School 2 Contribution"	means the sum of £7,826,258 (seven million eight hundred and twenty six thousand two hundred and fifty eight pounds) to be paid to the County Council towards the provision of Primary School 2 payable in lieu of the Owner providing Primary School 2
"Primary School 2 Delivery Date"	the date specified in the Primary School 2 Election Notice which shall be the September prior to the Occupation of a stipulated number of Dwellings and in any event shall not be more than 3 (three) years from the date of service of the Primary School 2 Election Notice
"Primary School 2 Election Notice"	the notice served by the County Council on the Owner inviting it to elect to construct Primary School 2 before the Primary School 2 Delivery Date or to pay the Primary School 2 Contribution in lieu
"Primary School 2 Review"	a review of the timing of the delivery of a second Primary School based on the take up and availability of places at Primary School 1 to be carried out by the County Council
"Reserve"	in relation to the School Sites, to keep free of any development or other encumbrance which may prevent the use of those sites for construction of a Primary School
"School Commencement Date"	the date specified in the Notice of the School Commencement Date
"School Practical Completion Date"	the date which the County Council reasonably determines to be the anticipated date of Practical Completion of either of the Primary Schools on a School Site
"School Sites"	means two sites of no less than 2 (two) hectares each which are level, drained, free from invasive species, contamination and other adverse ground conditions, Serviced and suitable for use for construction of a Primary School shown marked "Sub-Phase PS1" and "Sub -Phase PS2" on the Phasing Plan (or in such reasonable alternative location as may be proposed to and approved in writing by the County Council prior to Commencement of Development of the first Sub Phase which includes Dwellings) for the provision of two new Primary Schools of at least two forms of entry (420 places each) but not limited to this the exact

	location to be determined in accordance with the Planning Permission and any Reserved Matters Approval
"Schools Specification"	the specification for each Primary School, which shall accord, as far as is reasonably possible, with the document annexed hereto at Appendix 9, including Early Years Provision (and where the County Council has notified the Owner in writing that Special Educational Needs Provision is required to be constructed at Primary School 1 pursuant to paragraph 1.2.1 of this Schedule then the Schools Specification for Primary School 1 shall also include details of the Special Educational Needs Provision)
"Secondary Education Contribution"	means the sum of £3,623.63 (three thousand six hundred and twenty three pounds and sixty three pence) per Dwelling in respect of every Dwelling having two or more bedrooms such sums to be applied to increasing pupil capacity at secondary schools which serve the Development
"Secondary Education Delivery Review"	means a review of the requirement for and amount of the Secondary Education Contribution and which shall be carried out and served on the Secondary Education Delivery Review Partners in accordance with the requirements set out in this Schedule
"Secondary Education Delivery Review Partners"	means the Owner, the Council and the County Council in its statutory capacity concerning school place provision or any of them
"Services"	means water supply, foul sewerage, surface water drainage to a sustainable urban drainage system or mains drains, electricity, gas (if available) and telecommunications with connection points in or adjacent to (on the School Site side) the section of access road and footway serving and adjacent to the School Site together with the right for those using or occupying the School Site to use those facilities until such time as they may be dedicated and/or adopted by the relevant statutory undertaker or authority and "Serviced" shall be construed accordingly

"Special Educational Needs Primary Contribution"	means the sum of two hundred and thirty eight pounds and thirty six pence (£238.36) per Dwelling in respect of every Dwelling having two or more bedrooms to be paid to the County Council to be used towards primary Special Educational Needs Provision which may be within the Development on Primary School 1 or located elsewhere in the locality of the Development payable in lieu of the Owner providing the Special Education Needs Provision at Primary School 1
"Special Educational Needs Secondary Contribution"	means the sum of three hundred and twenty six pounds and twelve pence (£326.12) per Dwelling in respect of every Dwelling having two or more bedrooms to be paid to the County Council to be used towards secondary Special Educational Needs Provision in the locality of the Development
"Special Educational Needs Provision"	means the provision of facilities to accommodate pupils with special educational needs subject to each pupil's education health and care plan

Primary Schools

The Owner shall have the choice (to be notified to the County Council by a written notice of election) either to build the Primary Schools or to make the Primary School 1 Contribution and/or the Primary School 2 Contribution (as applicable).

1. PRIMARY SCHOOL 1

1.1 Subject to the further provisions of this paragraph 1 the Owner shall Reserve the Primary School 1 School Site until the obligations referred to in paragraph 1 of this Schedule are complied with.

1.2 The Owner shall not Commence Development of the first Sub Phase which includes Dwellings unless

1.2.1 it has sent a written request to the County Council to seek written confirmation as to whether it requires Special Educational Needs Provision to be constructed at Primary School 1; and

1.2.2 has made an election under paragraph 1.3 below or it has made or is deemed to have made an election under paragraph 1.4 below.

1.3 If the Owner elects to construct Primary School 1 in lieu of the Primary School 1 Contribution:

1.3.1 such election shall be made and communicated to the County Council in writing prior to Commencement of Development of the first Sub Phase which includes Dwellings and shall be accompanied by a Schools Specification;

1.3.2 provided that the County Council shall not be required to accept such election unless and until it has approved in writing the Schools Specification proposed by the Owner.

1.4 Where:

1.4.1. the County Council is not satisfied (and has so expressed itself in writing) with the Schools Specification proposed by the Owner; or

1.4.2. the Owner has served a notice on the County Council electing not to construct Primary School 1; or

1.4.3. no notice of election has been given by the date specified in paragraph 1.3.1 above; then

1.4.4. the Owner shall subject to the outcome of any referral to an independent expert pursuant to clause 13 in respect of paragraph 1.4.1 above be deemed not to have elected to construct Primary School 1 provided that FOR THE AVOIDANCE OF DOUBT the Owner may serve a notice on the County Council electing not to construct Primary School 1 at any time prior to Commencement of Development of the first Sub Phase which includes Dwellings.

1.5 Where the Owner has elected to construct Primary School 1:

1.5.1 the Owner shall unless otherwise agreed in writing with the County Council ensure that Primary School 1 providing a pupil capacity of 420 is Practically Completed in accordance with the relevant agreed Schools Specification and available for use by the first day of term in the September prior to the Occupation of the 300th Dwelling and not to Occupy more than 300 Dwellings until Primary School 1 has been Practically Completed and is available for use as a Primary School; and

1.5.2 the Owner and the County Council agree that the relevant School Site for Primary School 1 shall be transferred from the Owner to the County Council in accordance with, inter alia, the terms set out in Appendix 8 within two (2) months of Primary School 1 being Practically Completed and available for use as a Primary School in accordance with paragraph 1.5.1 of this Schedule or such alternative timeframe as is first agreed in writing by the Owner and the County Council PROVIDED ALWAYS that the Owner and the County Council shall use all reasonable endeavours to ensure that the transfer takes place without delay.

1.6 Where the Owner elects or is deemed to have elected not to construct Primary School 1 in accordance with the provisions of paragraph 1.4 above:

1.6.1 the Primary School 1 Contribution and the Early Years Contribution No 1 shall each be paid by the Owner to the County Council within six (6) months of Commencement of Development of the first Sub Phase which includes Dwellings; and

1.6.2 the Owner and the County Council agree that the relevant School Site for Primary School 1 shall be transferred from the Owner to the County Council in accordance with, inter alia, the terms set out in Appendix 8 within six (6) months of Commencement of Development of the first Sub Phase which includes Dwellings or such alternative timeframe as is first agreed in writing by the Owner and the County Council PROVIDED ALWAYS that the Owner and the County Council shall use all reasonable endeavours to ensure that the transfer takes place without delay.

1.7 Where the Owner has either (a) received written confirmation from the County Council that it does not require Special Educational Needs Provision to be constructed at Primary School 1 pursuant to paragraph 1.2.1 of this Schedule within thirty (30) Working Days of notifying the County Council or (b) not had a response from the County Council as to whether it requires Special Educational Needs Provision to be constructed at Primary School 1 pursuant to paragraph 1.2.1 of this Schedule within thirty (30) Working Days of notifying the County Council, then the Owner shall pay the Special Educational Needs Primary Contribution to the County Council in accordance with paragraph 5.1 of this Schedule.

2. PRIMARY SCHOOL 2

2.1 Subject to the provisions of this paragraph 2 the Owner shall Reserve the Primary School 2 School Site until the obligations referred to in paragraph 2 of this Schedule are complied with.

2.2 At any time after the Occupation of the 1000th Dwelling the County Council shall carry out the Primary School 2 Review. In the event that the Primary School 2 Review concludes that the timing of the delivery of Primary School 2 needs to be adjusted based on the take up of Primary School 1, the County Council shall serve the Primary School 2 Election Notice on the Owner inviting it to elect to construct Primary School 2 before the Primary School 2 Delivery Date or pay the Primary School 2 Contribution in lieu.

2.3 Following the receipt of the Primary School 2 Election Notice pursuant to paragraph 2.2 above the Owner shall make an election in accordance with to paragraph 2.4 below.

2.4 If the Owner elects to construct Primary School 2 in lieu of the Primary School 2 Contribution:

2.4.1. such election shall be made and communicated to the County Council in writing within 3 (three) months of service of the Primary School 2 Election Notice served in accordance with paragraph 2.2 above and shall be accompanied by a Schools Specification;

2.4.2. provided that the County Council shall not be required to accept such election unless and until it has approved the Schools Specification proposed by the Owner.

2.5 Where:

2.5.1. the County Council is not satisfied (and has so expressed itself in writing) with the Schools Specification proposed by the Owner; or

2.5.2. the Owner has served a notice on the County Council electing not to construct Primary School 2; or

2.5.3. no notice of election has been given by the date specified in paragraph 2.4.1 above; then

2.5.4. the Owner shall subject to the outcome of any referral to an independent expert pursuant to clause 13 in respect of paragraph 2.5.1 above be deemed not to have elected to construct Primary School 2 provided that FOR THE AVOIDANCE OF DOUBT the Owner may serve a notice on the County Council electing not to construct Primary School 2 at any time prior to the receipt of the Primary School 2 Election Notice.

2.6 Where the Owner has elected to construct Primary School 2:

2.6.1 the Owner shall unless otherwise agreed in writing with the County Council ensure that Primary School 2 providing a pupil capacity of 420 is Practically

Completed in accordance with the relevant agreed Schools Specification and is available for use prior to the Primary School 2 Delivery Date and no further Dwellings may be occupied after the Primary School 2 Delivery Date unless Primary School 2 has been Practically Completed and is available for use as a Primary School; and

2.6.2. the Owner and the County Council agree that the relevant School Site for Primary School 2 shall be transferred from the Owner to the County Council in accordance with, inter alia, the terms set out in Appendix 8 within two (2) months of Primary School 2 being Practically Completed and available for use as a Primary School in accordance with paragraph 2.6.1 of this Schedule or such alternative timeframe as is first agreed in writing by the Owner and the County Council PROVIDED ALWAYS that the Owner and the County Council shall use all reasonable endeavours to ensure that the transfer takes place without delay.

2.7 Where the Owner elects or is deemed to have elected not to construct Primary School 2 in accordance with the provisions of paragraph 2.5 above:

2.7.1 the Primary School 2 Contribution and the Early Years Contribution No 2 shall each be paid by the Owner to the County Council within six (6) months of receipt of the Primary School 2 Election Notice and

2.7.2 the Owner and the County Council agree that the relevant School Site for Primary School 2 shall be transferred from the Owner to the County Council in accordance with, inter alia, the terms set out in Appendix 8 within six (6) months of receipt of the Primary School 2 Election Notice or such alternative timeframe as is first agreed in writing by the Owner and the County Council PROVIDED ALWAYS that the Owner and the County Council shall use all reasonable endeavours to ensure that the transfer takes place without delay.

3. SECONDARY EDUCATION

3.1 Subject to paragraph 4, the Owner shall pay the Secondary Education Contribution to the County Council in the following instalments:-

3.1.1 50% (fifty per cent) of the Secondary Education Contribution attributable to a Sub Phase which includes Dwellings either prior to the Occupation of 50% (fifty per cent) of the Dwellings in that Sub Phase or no later than 24 (twenty four) months from Commencement of Development in that Sub Phase (whichever is the earlier); and

3.1.2 the remaining 50% (fifty per cent) of the Secondary Education Contribution attributable to that Sub Phase which includes Dwellings either prior to the Occupation of 90% (ninety per cent) of the Dwellings in that Sub Phase or no later than 48 (forty eight) months from Commencement of Development in that Sub Phase (whichever is the earlier).

4. SECONDARY EDUCATION DELIVERY REVIEW

4.1 Subject to the County Council's statutory duties as the local authority with the duty to provide sufficient school places, any Secondary Education Delivery Review Partner may request an Education Delivery Review under this Agreement in respect of the Secondary Education Contribution subject to the following provisions, and without prejudice to such provisions all Secondary Education Delivery Review Partners agree to use Reasonable Endeavours to ensure that any Secondary Education Delivery Review shall be completed

promptly and without any undue delay so as to avoid any prejudice to the provision of education for the pupil growth arising from the Development or which delays or inhibits the Development on any Sub Phase from taking place:

(a) the first Secondary Education Delivery Review shall not take place until the first residential Sub Phase of the Development has been built and 90% of the Dwellings designed for family living in that Sub Phase have been Occupied;

(b) no second or subsequent Secondary Education Delivery Review may be requested earlier than twenty four (24) months from the date that any previous Secondary Education Delivery Review is completed or (as the case may be) determined by the County Council where such previous Secondary Education Delivery Review resulted in the Secondary Education Contribution payment Occupation and triggers timescale specified in paragraph 3.1 being varied;

(c) Without prejudice to the County Council's school place provision statutory duty no more than four (4) Secondary Education Delivery Reviews may be requested within the lifetime of this Development being fully completed which in the context of the Secondary Education Delivery Review means the Occupation of the Dwellings approved by the Planning Permission;

(d) any Secondary Education Delivery Review request pursuant to this paragraph 4 shall be set out in writing and served on the other Secondary Education Delivery Review Partners and shall be accompanied by sufficient and appropriate documentary evidence to support each amendment to the payment Occupation and triggers timescale that may be proposed within it;

(e) in submitting any Secondary Education Delivery Review request the relevant Secondary Education Delivery Review Partner shall demonstrate that regard has been had to the following matters:

(i) the rate of take up of places in secondary schools within the catchment area of the Development;

(ii) the number of Dwellings capable of being constructed in each relevant and/or remaining Sub Phase compared to the maximum Dwellings permitted by the Planning Permission;

(iii) child yield within the Development; and

(iv) the capacity of existing secondary schools within the catchment area of the Development;

(f) any Secondary Education Delivery Review Partner served with a request for an Education Delivery Review shall within twenty one (21) Working Days of receipt give notice in writing to the other Education Delivery Review Partners as to whether they agree the Secondary Education Delivery Review in question (the "Secondary Education Delivery Review Reply Notice") and where any Secondary Education Delivery Review Partner does not confirm their agreement the Secondary Education Delivery Review Partners shall together use Reasonable Endeavours to reach agreement but if agreement is not reached within twenty one (21) Working Days of receipt of the last Secondary Education Delivery Review Reply Notice to be served pursuant to this paragraph 4.1(f) then the Secondary Education Delivery Review shall be determined by the County Council by reference to ensuring sufficient school places are provided for the pupils living or projected to live on the Development.

4.2. For the avoidance of doubt if any Secondary Education Delivery Review Partner shall fail to serve a Secondary Education Delivery Review Reply Notice they shall be deemed to have confirmed their agreement to the Secondary Education Delivery Review in question.

4.3. In the event that a Secondary Education Delivery Review results in revised Occupation triggers and instalments then the Secondary Education Contribution shall be paid and the Development shall not be Occupied other than in accordance with any revised triggers and instalments agreed or determined pursuant to the Secondary Education Delivery Review concerned and not in accordance with paragraph 3.1 of this Schedule.

5. SPECIAL EDUCATIONAL NEEDS PRIMARY CONTRIBUTION AND SPECIAL EDUCATIONAL NEEDS SECONDARY CONTRIBUTION

5.1 The Owner shall pay the Special Educational Needs Primary Contribution to the County Council in the following instalments:-

5.1.1 50% (fifty per cent) of the Special Educational Needs Primary Contribution attributable to a Sub Phase which includes Dwellings prior to the Occupation of 50% (fifty per cent) of the Dwellings in that Sub Phase or no later than 24 (twenty-four) months from Commencement of Development in that Sub Phase (whichever is the earlier); and

5.1.2 the remaining 50% (fifty per cent) of the Special Educational Needs Primary Contribution attributable to that Sub Phase which includes Dwellings prior to the Occupation of 90% (ninety per cent) of the Dwellings in that Sub Phase or no later than 48 (forty-eight) months from Commencement of Development in that Sub Phase (whichever is the earlier).

5.2 The Owner shall pay the Special Educational Needs Secondary Contribution to the County Council in the following instalments:-

5.2.1 50% (fifty per cent) of the Special Educational Needs Secondary Contribution attributable to a Sub Phase which includes Dwellings prior to the Occupation of 50% (fifty per cent) of the Dwellings in that Sub Phase or no later than 24 (twenty-four) months from Commencement of Development in that Sub Phase (whichever is the earlier); and

5.2.2 the remaining 50% (fifty per cent) of the Special Educational Needs Secondary Contribution attributable to that Sub Phase which includes Dwellings prior to the Occupation of 90% (ninety per cent) of the Dwellings in that Sub Phase or no later than 48 (forty-eight) months from Commencement of Development in that Sub Phase (whichever is the earlier).

6. THE OWNER'S COVENANTS FOR THE SCHOOL SITES

6.1 The Owner shall provide the Access and the Services as hereinafter provided.

6.2 Subject to the County Council having given the Owner Notice of the School Commencement Date in accordance with paragraph 7.2 below the Owner shall:

6.2.1 provide the Access prior to the School Commencement Date and from the School Commencement Date shall permit the County Council (including all officers, employees, contractors and agents, with or without plant, machinery and materials) full and unrestricted access over the Access to either of the School Sites as appropriate

6.2.2 allow the County Council to obtain access to the School Sites at all reasonable hours to survey and investigate the condition of the School Sites subject to the

County Council giving the Owner at least 48 (forty eight) hours prior notice in writing of the date of access.

6.3 The Owner shall

6.3.1 serve the Notice of Intention to Commence Construction Work on the County Council prior to commencing any Construction Work; and

6.3.2 not carry out any Construction Work without first submitting to the County Council for its approval the Owner's proposals (including plans, drawings and other technical detail) for the location and depth of the connection points and details of the Services to be provided by the Owner in or adjacent to the part of the Access to serve the School Sites and if any of the said proposals are not approved by the County Council in accordance with the foregoing then both parties acting reasonably shall endeavour to agree the matters in issue and failing agreement the difference between them shall be submitted for determination by an expert pursuant to clause 13.

6.4 Subject to the County Council having given the Owner Notice of the School Practical Completion Date in accordance with paragraph 7.3 below, the Owner shall provide the Services not later than 3 (three) months before the School Practical Completion Date.

6.5 The Owner shall not from the date of this Agreement until the date that any of the School Sites are used for the construction of either of the Primary Schools carry out any works on or use any of the School Sites for any purposes save to comply with its obligations in this Schedule or for such other purposes or uses as the County Council may first approve in writing.

7. THE COUNTY COUNCIL'S COVENANTS FOR SCHOOL SITE

7.1 As soon as practicable following receipt of the Owner's Notice of Intention to Commence Construction Work the County Council shall confirm its receipt of said notice to the Owner in writing.

7.2 In the event that the County Council is to construct one or both of the Primary Schools the County Council will use all reasonable endeavours following service on the Owner of the Notice of the School Commencement Date to enable it to carry out the construction of the Primary School or Schools as appropriate on the School Sites within a reasonable timescale.

7.3 Not later than 6 (six) months before the School Practical Completion Date the County Council shall give the Owner Notice of the School Practical Completion Date.

8. NOTICES

8.1 In the context of this Part but not otherwise unless the context so requires any notice to be given to the County Council shall be addressed to the Head of Service for Education Sufficiency and the Service Manager School Organisation at the address of the County Council above unless the County Council shall give notice to the other parties (and their successors as appropriate) of an alternative recipient or address and shall not be effective until actually delivered.

FIFTH SCHEDULE
COUNCIL'S COVENANTS WITH THE OWNER

Contributions

1. The Council hereby covenants with the Owner to use the sums received by them from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement together with any interest accrued thereon (if any has accrued) (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt by the Council of the last payment or instalment payment of the relevant contribution payment.
3. The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement.
4. Subject to the Council receiving the Police Contribution the Council hereby covenants with the Owner to pay the Police Contribution to Leicestershire Police (as defined in Part Four of the Third Schedule) within twenty-eight (28) days of receipt of an invoice or demand notice received from Leicestershire Police.
5. Following payment of the Police Contribution to Leicestershire Police pursuant to Part Four of the Third Schedule, the Council hereby covenants with the Owner that following a written request from the Owner the Council shall request a written progress report from Leicestershire Police to set out how the Police Contribution is being spent and to provide a copy of such report(s) to the Owner as soon as possible upon receipt of the same from Leicestershire Police PROVIDED that the Council shall not be required to request more than one progress report in any twelve (12) month period.
6. The Council further covenants with the Owner that should Leicestershire Police not request the payment of the Police Contribution (or part thereof) within five (5) years of receipt by the Council of the final instalment of the Police Contribution at the end of the five (5) year period then the Council shall repay to the Owner such amount of the Police Contribution which has not been paid to Leicestershire Police in accordance with the provisions of this Agreement together with any interest accrued thereon at the end of the five (5) year period.
7. Subject to the Council receiving the GP Contribution, the Council hereby covenants with the Owner to:
   (a) use reasonable endeavours to inform the Chief Executive of the CCG within seven (7) days of the receipt of the monies that the GP Contribution has been received by the Council; and
   (b) pay the GP Contribution to the CCG (as defined in Part Six of the Third Schedule) within twenty-eight (28) days of receipt of an invoice or demand notice received from the CCG.

8. Following payment of the GP Contribution to the CCG pursuant to Part Six of the Third Schedule, the Council hereby covenants with the Owner that following a written request from the Owner the Council shall request a written progress report from the CCG to set out how the GP Contribution is being spent and to provide a copy of such report(s) to the Owner as soon as possible upon receipt of the same from the CCG PROVIDED that the Council shall not be required to request more than one progress report in any 12 month period.
9. The Council further covenants with the Owner that should the CCG not request the payment of the CCG Contribution (or any part thereof) within 5 years of receipt by the Council of the final instalment of the CCG Contribution at the end of the five (5) year period then the Council shall repay to the Owner such amount of the CCG Contribution which has not been paid to the CCG in accordance with the provisions of this Agreement together with any interest accrued thereon at the end of the five (5) year period.

General

10. The Council covenants to comply with its obligations in the Third Schedule.
11. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

Community Centre

12. If the Owner has served the Community Centre Election Notice on the Council and elected not to build the Community Centre and offering to transfer the Community Centre Land the Council shall either accept or reject that transfer within twenty (20) Working Days.
13. In the event that the Council accepts the transfer of the Community Centre Land and accepts the Community Centre Contribution then it shall use its Reasonable Endeavours to Practically Complete the Community Centre prior to the Occupation of the 400th Dwelling.
14. If the Community Centre has not been Commenced within 5 (five) years of the transfer of the Community Centre Land then the Council covenants to transfer the Community Centre Land back to the Owner at nil value and repay such amount of the Community Centre Contribution which has not been expended in accordance with the provisions of this Agreement together with any interest accrued thereon (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) to the Owner.

Cemetery Land

15. The Council covenants to serve the Cemetery Land Response Notice within 20 Working Days of the service of Cemetery Land Election Notice.
16. Following the transfer of the Cemetery Land to the Council pursuant to paragraph 5 of Part Seven of the Third Schedule the Council covenants not to use the land for any other use than as a Public Cemetery as provided for in Part 7 of the Third Schedule.
17. In the event that works have not Commenced for the Cemetery Land to be laid out within 5 (five) years of the transfer to the Council of the Cemetery Land then the

Council will transfer the Cemetery Land back to the Owner at nil cost and repay such amount of the Cemetery Commuted Sum which has not been expended in accordance with the provisions of this Agreement together with any interest accrued thereon (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) to the Owner.

Replacement Leisure Centre

18. If the works to provide a Replacement Leisure Centre on the Replacement Leisure Centre Land or on a Replacement Site have not been Commenced within 10 (ten) years of completion of the lease of the Replacement Leisure Centre Land or a Replacement Site (as the case may be) then the Council covenants to surrender the relevant lease forthwith.

SIXTH SCHEDULE
COUNTY COUNCIL COVENANTS WITH THE OWNER

Repayment of Contributions

1. The County Council hereby covenants with the Owner to use any sums received by them from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The County Council covenants that it will repay to the Owner such amount of any payment made by the Owner under this Agreement which has not been expended in accordance with the provisions of this Agreement together with any interest accrued thereon (if any) (and money shall be deemed to be expended if the County Council is contractually committed for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt by the County Council of the last payment or instalment payment of the relevant contribution payment.
3. The County Council shall provide to the Owner such evidence, as the Owner shall reasonably require, in order to confirm the expenditure of the sums paid by the Owner under this Agreement.
4. Notwithstanding paragraph 3 above, following receipt of the Owner's request for evidence of how the Frank Whittle Roundabout Contribution has been spent pursuant to paragraph 4 of Part Two of the Fourth Schedule, the County Council shall provide to the Owner full details in writing within two (2) months of such request. In the event that the breakdown shows any unspent monies, the unspent monies shall be repaid by the County Council to the Owner in accordance with paragraph 2 above.
5. The County Council hereby covenants with the Owner to pay the Strategic Highways Contribution to National Highways (as defined in Part Two of the Fourth Schedule) within twenty-eight (28) days of receipt of an invoice or demand notice received from National Highways and shall provide evidence of same to the Council.
6. Following payment of the Strategic Highways Contribution to National Highways pursuant to paragraph 5 above, the County Council hereby covenants with the Owner to request a written progress report from National Highways no later than every six (6) months commencing with the date of payment and ending when the Strategic Highway Works have been completed to ensure that the monies are being spent in accordance with the terms of this Agreement and to provide a copy of such report(s) to the Owner within fourteen (14) days following any written request from the Owner.
7. The County Council covenants to comply with its obligations in the Fourth Schedule.

Discharge of Obligations

8. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

APPENDIX 1
IMPLEMENTATION NOTICE

To: [As applicable]

In accordance with an Agreement under (inter alia) Section 106 of the Town and Country Planning Act 1990 made on the day of 20 between **HARBOROUGH DISTRICT COUNCIL (1) LEICESTERSHIRE COUNTY COUNCIL (2) and HADRAJ LIMITED (3)** ("the Agreement") relating to land East of Lutterworth, Gilmorton Road, Lutterworth we

Of
Hereby give you notice that we propose to commence work on the site (as defined in the Agreement) pursuant to the Planning Permission (as defined in the agreement) on the day of 20

Signed on behalf of

APPENDIX 2
OCCUPATION NOTICE

To: [As applicable]

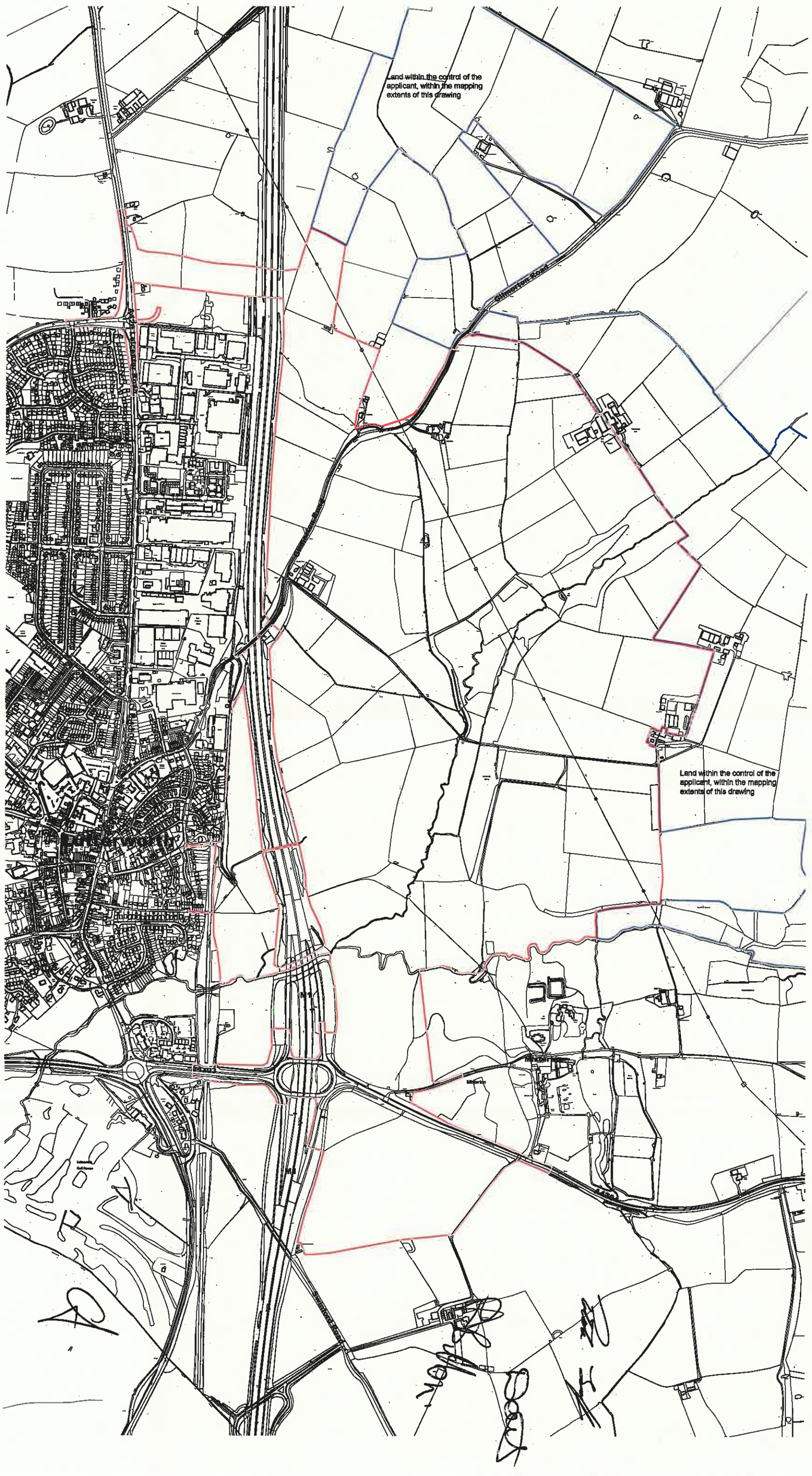
In accordance with an Agreement under (inter alia) Section 106 of the Town and Country Planning Act 1990 made on the day of 20 between **HARBOROUGH DISTRICT COUNCIL (1) AND LEICESTERSHIRE CITY COUNCIL (2) and HADRAJ LIMITED (3)** ("the Agreement") relating to land East of Lutterworth, Gilmorton Road, Lutterworth we

Of
Hereby give you notice that we propose to anticipate Occupation of the [ ] [Dwelling] on the Site (as defined in the Agreement) on the day of 20

Dated this day of 20

Signed on behalf of

APPENDIX 3
SITE PLAN (PLAN 1)



NOTES

All dimensions to be verified on site. Do not scale this drawing. Any discrepancies to be clarified with project Landscape Architect.

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N

0 100 200 300 400 500m

KEY

Site Boundary 225.88 ha

Note site boundary adjacent to the River Swift passes beneath M1 bridge.

Land within the control of the applicant, within the mapping extents of this drawing

rev	date	description	by

masterplanning
environmental assessment
landscape design
urban design
ecology
architecture
urban surface

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Leicestershire County Council

project
East of Lutterworth Strategic Development Area
Lutterworth

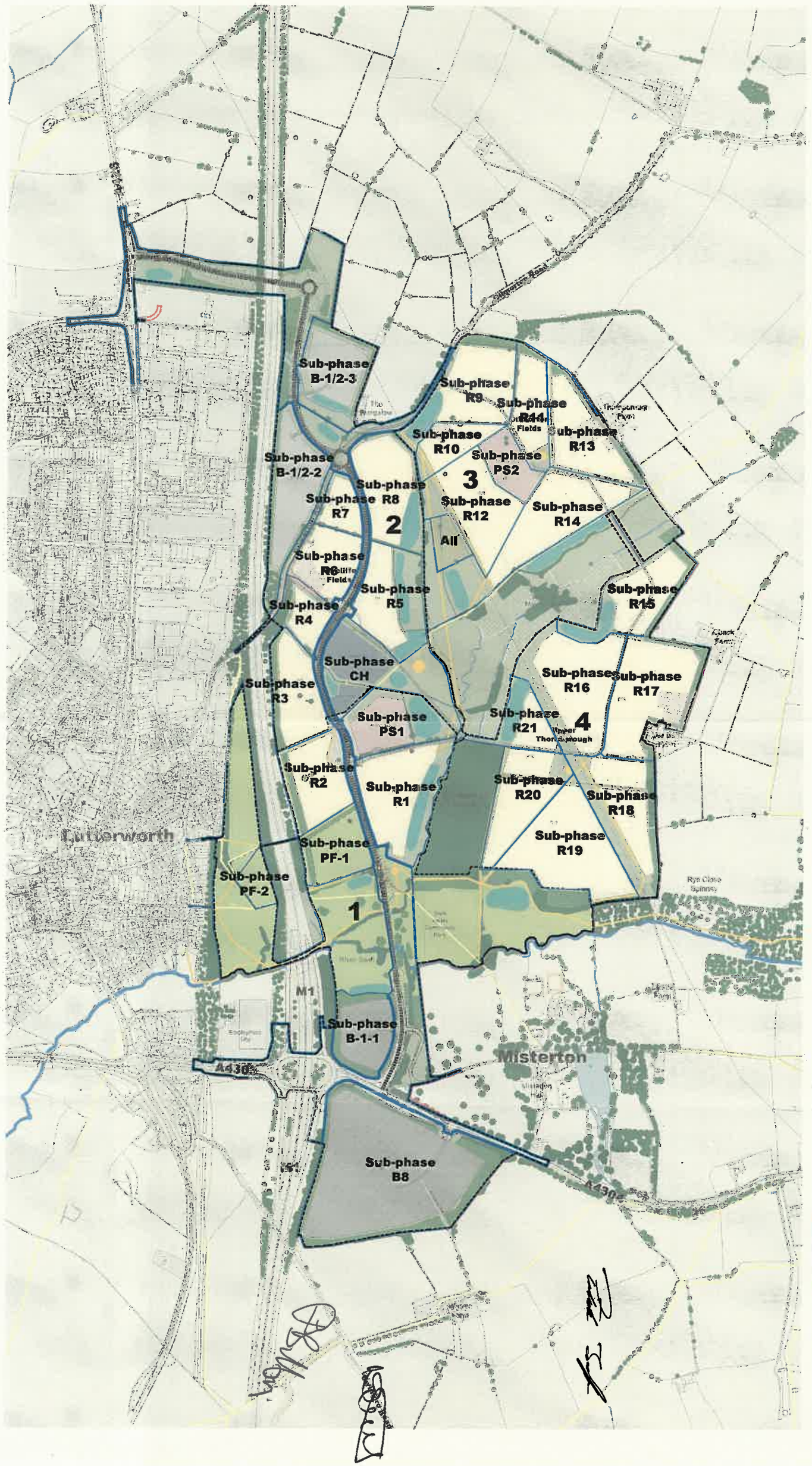
drawing title
SITE LOCATION PLAN

scale	drawn	date
1:5000 @ A1	SGL / BC	28 November 2019

drawing number
8379-L-01 rev **J**

CAD file: W:\FPCR-VM-01\Early\Work\8300\8379\LAND\EPlans\8379-L-01J Site location plan.dwg

APPENDIX 4
PHASING PLAN



NOTES

All dimensions to be verified on site. Do not scale this drawing. Any discrepancies to be notified with project Landscape Architect.

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N

0 100 200 300 400 500m

KEY

Proposed Development Phases

1	Phase 1	Sub-phase PF-1 Sub-phase PF-2 Sub-phase B-1-1 Sub-phase B8 Sub-phase PS1 Sub-phase R1 Sub-phase R2
2	Phase 2	Sub-phase B-1/2-2 Sub-phase B-1/2-3 Sub-phase CH Sub-phase R3 Sub-phase R4 Sub-phase R5 Sub-phase R6 Sub-phase R7 Sub-phase R8
3	Phase 3	All Sub-phase PS2 Sub-phase R9 Sub-phase R10 Sub-phase R11 Sub-phase R12 Sub-phase R13 Sub-phase R14
4	Phase 4	Sub-phase R15 Sub-phase R16 Sub-phase R17 Sub-phase R18 Sub-phase R19 Sub-phase R20 Sub-phase R21

rev	date	description	drn	chkd
A	15.10.2020	Replace base imagery.	DB	BC
-	24.01.2020	First issue.	DB	BC

masterplanning
environmental assessment
landscape design
urban design
ecology
architecture
arboriculture

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client
Leicestershire County Council

project
Land East of Lutterworth
Lutterworth

drawing title
S106 PHASING PLAN

scale	drawn / checked	revision date
1:5000 @ A1	DB / BC	15 October 2020

drawing number
8379-L-30 rev **A**

CAD file: K:\8300\8379\LAND\Plans\8379-L-30A S106 Phasing Plan.dwg

APPENDIX 5
SITE STUDY

It is important to identify suitable sites that fulfil in principle the following requirements:

- National and local policies and requirements
- Environmental and ecological suitability
- Planning and highways
- Stakeholder interest and desirability
- Ownership and legal interests
- Land availability

Assessment criterion for a new cemetery site:

- Size based on a 2 hectares,
- Access based on road access, highways constraints and public transport facilities, be suitable for public access by foot and local public transport
- Topographic survey defined on possible site access and development issues
- Visual and historical impact assessments were made on the site's contribution to the public benefit and national history
- Be readily easy and safe to maintain and manage (no steep slopes)
- Suitable for all religious denominations and non-conformists alike.
- Be cost effective to develop

Further technical assessments will identify:

- Environmental issues determined by groundwater protection and flood risk assessment
- Ecological constraints
- Ethnic and non-conformist options to be considered on the basis of sites of neutral religious significance
- Stakeholder interests and ownership of sites

Technical information that may be considered:

- Environment Agency Ground Water Vulnerability Maps
- Environment Agency Source Protection Zone Maps
- Environment Agency flood Risk Maps
- Geodata Terrain and Relief Maps around Lutterworth East SDA
- Soil Survey England and Wales Soil Maps
- Environment Agency GP3 Publications
- Environment Agency PPG Publications
- British Geological Survey Reports for hydrology and groundwater

Sites that fall in the following policy designations may be excluded:

- Statutory nature reserve and green wedge
- Special area of conservation
- Special protection area
- Ancient woodland
- Conservation area
- Scheduled ancient monument area

- Historic parks and gardens
- Existing statutory allotments

APPENDIX 6
SPECIFICATION FOR CEMETERY INFRASTRUCTURE AND LANDSCAPING

FOOTWAY SURFACE CONSTRUCTION

- 200m of tarmac paths to be constructed on site (location to be agreed with HDC officer prior to commencement).
- All construction for tarmac paths is to be as per drawing SD/11/6D (Leics County Council standard Drawings) and associated notes on SD/11/1A and SD/11/2. The paths to have continuous and smooth access from the car park via an accessible drop kerb, and to be a minimum width of 1500mm.

Sub Base

- Excavation shall be to 185mm, and the minimum depth of Type 1 sub base.
- Sub base should be 150mm.

Binder course

- Base course should be a minimum of 40mm depth of 20mm aggregate dense bitumen macadam.
- The coarse aggregate should not be gravel.
- The binder should be petroleum bitumen complying with the requirements of BS 3690:Part 1 and should be 100 penetration for machine application or 200 penetration for hand laid material.

Surface course

- Wearing course should be a minimum of 20mm depth of 6mm aggregate dense graded macadam.
- The coarse aggregate should be crushed rock, excluding limestone.
- The binder should be petroleum bitumen complying with the requirements of BS 3690:Part 1 and shall be 200 penetration.

CAR PARK SURFACE CONSTRUCTION

- Location to be agreed with Council officers prior to construction on site, and access to be made available from highway via an access road with secured gates and lockable height barrier.

- A rectangular shaped car park is required a minimum of 50m by 12m in size (final size to be agreed depending on location and access details) to accommodate parking for 20 cars with associated turning and manoeuvring areas for vehicles. The car parking spaces to be of a minimum 2.4m x 4.8m with three accessible parking bays allowed for and appropriately marked.

- Additional space should be allowed for the funeral cortege to access and egress the site without reversing. (details to be agreed with Council officers).

- Suitable drainage for the car park area to be provided and approved by Council officers prior to commencement.

- The excavation should be to 700mm, however it is recognised that some cut and fill may need to be undertaken depending on local conditions. Where this is the case, all topsoil should be removed (or used for landscaping on site) and the levels made up with consolidated subsoil to within 700mm of finished level, or Type 1 MOT.

Kerbs

- Concrete edging kerbs are to be used around the car park. The kerbs should be of type HB2 and SP kerb as per Drawing SD11/11 and SD/11/7 (County Council standard Drawings). Construction type A will be used from SD/11/2.

- The kerbs should be set to four sides of the car park, with the transition to the existing access road being smooth and even. Allowance should be made for two dropped transition kerbs at each end of the car park are for access by wheelchair users, and maintenance equipment. These shall not have car parking spaces in front of them and shall be appropriately marked.

- Geotextile membrane should be laid across all the excavated area, with the minimum lapping of the membrane to be 450mm.

- All tarmac surfaces on the car park area should be machine laid.

Surface

Sub Base

- The minimum depth of Type 1 sub base should be 500mm laid in 2 no 250mm compacted layers.

Base Course

- Base Course should be a minimum of 100mm depth of 28mm aggregate dense bitumen macadam.
- The coarse aggregate should not be gravel.
- The binder should be petroleum bitumen complying with the requirements of BS 3690:Part 1 and should be 100 penetration for machine application or 200 penetration for hand laid material.

Binder course

- Binder course should be a minimum of 60mm depth of 20mm aggregate dense bitumen macadam.
- The coarse aggregate should not be gravel.

- The binder should be petroleum bitumen complying with the requirements of BS 3690:Part 1 and should be 100 penetration for machine application or 200 penetration for hand laid material.

Wearing course

- Wearing course should be a minimum of 40mm depth of 6mm aggregate dense graded macadam.
- The coarse aggregate should be crushed rock, excluding limestone.
- The binder should be petroleum bitumen complying with the requirements of BS 3690:Part 1 and shall be 200 penetration.

LINE MARKING

- The contractor is to allow for marking of seventeen car-parking spaces on the car park area in white line paint, three disabled bays in yellow line paint and decals, and an additional space for the funeral cortege.

The access road to the car park shall be constructed as per kerb and surface specification above.

LANDSCAPING

- The Owner must make provision for levelling and grass seeding any areas which are damaged as a result of carrying out the works or accessing the areas by vehicle or any other cause.
- The entire site should be of even surface with no undulations and complete grass cover and have been cut to a height of 50mm on three occasions prior to adoption.
- Restoration of the grass areas surrounding the works and any other areas on the site damaged by the Contractor during the progress of the contract. This shall include the importing and spreading of good quality topsoil where necessary to BS 3882 (General Purpose Grade).
- All grass seeding will be carried out with a grass seed appropriate to that of the existing sward on the site. Samples of grass seed together with a Seed Composition Certificate must be submitted to the Council prior to bulk purchase and use. The seed mixture must meet the requirements for germination and purity laid down in BS 4428.
- All landscaping operations will be in full accordance with BS 4428 – General Landscape Operations and will encompass good horticultural practices. All soil should be graded evenly into existing grass, with no lumps or hollows.

Perimeter Fencing

- Morticed post and four rail fencing to be constructed to the entire perimeter of the cemetery site, and a wooden, lockable field gate to be installed at the car park entrance, with lockable drop bolts and gate stays. All drop bolt stays to be fish tailed bolt socket set in 300 x 300 x 300 mm class c10P concrete (as in drawing SD/3/27).

- Fencing to be constructed as per SD/3/17 and associated notes SD/3/16A (Leics County Council standard Drawings).
- Gate to be installed as per SD/3/26 (County Council standard Drawings) if under 4.25m.
- Gate to be installed as per SD/3/27 (County Council standard Drawings) if over 4.25m (double gate, if used, to be installed with a pedestrian field gate and vehicular field gate.)

Standpipe

- A standpipe will be provided on site with meter, and lockable ground box containing shut off valve. A suitable securing post and tap will be provided. The standpipe will also be boxed to prevent vandalism and frost damage. A gravel soak away to be provided with gulley beneath tap.

APPENDIX 7
PLAYING FIELD TRANSFER TERMS

If PF1 and PF2 are to be transferred to the Council the Owner shall transfer ownership of PF1 and PF2 to the Council in accordance with the requirements set out below:

1. PF1 and PF2 are transferred with vacant possession free from any financial encumbrances on completion
2. The Owner shall transfer with Full Title Guarantee
3. The National Conditions of Sale (20th Edition) shall be deemed to be incorporated so far as they are not inconsistent with the provisions of these conditions
4. Title be deduced in accordance with the Land Registration Act 2002
5. The purchase price is £1 consideration
6. In the transfer of PF1 and PF2 to the Council the Council will covenant with the transferor for themselves or their successors in title that the same will run with and bind the land into whosoever hands the same may pass
7. Not to develop PF1 and PF2 or any part thereof for any purpose whatsoever save for the erection of non-commercial buildings ancillary to its recreational purposes for the intent that it shall remain in perpetuity as playing fields for the enjoyment of the general public
8. To maintain PF1 and PF2 in a reasonable condition and conforming to good horticultural practice with its continuing use as playing fields

APPENDIX 8
PRIMARY SCHOOL TRANSFER TERMS

Primary School 1 and/or Primary School 2 shall be transferred to the County Council in accordance with the requirements set out below:

1. With vacant possession and free from any financial encumbrances on completion
2. The Owner shall transfer with Full Title Guarantee
3. The National Conditions of Sale (20th Edition) shall be deemed to be incorporated so far as they are not inconsistent with the provisions of these conditions
4. Title be deduced in accordance with the Land Registration Act 2002
5. The purchase price is £1 consideration

APPENDIX 9
SCHOOLS SPECIFICATION

PRIMARY SCHOOL LAND SPECIFICATION

This document has been drafted in accordance with Leicestershire County Council's Planning Obligations Policy dated 10 July 2019, a copy of which can be found at www.leicestershire.gov.uk

The requirements for the Primary School Land are guided by recommendations contained in the latest appropriate Building Bulletin guidance (Building Bulletin 103:Area guidelines for mainstream schools – updated 26 June 2014 Education Funding Agency) with the possibility of having early years provision on site. Site requirements for sporting and playing fields will be guided by recommendations contained with the latest FA guide for pitch and goal dimensions.

The Primary School Land must be fully serviced with all utilities to a point 3 metres inside the Primary School Land boundary. The utilities must include electricity, potable water, foul and storm drainage, telecommunications and broadband internet and gas if available. The utilities must enable the installation of a sprinkler system in accordance with Leicestershire County Council's Policy on Use of Sprinklers Systems dated October 2019 (Issue 2.0) (or such other policy updating or replacing this policy), a copy of which can be found at www.leicestershire.gov.uk

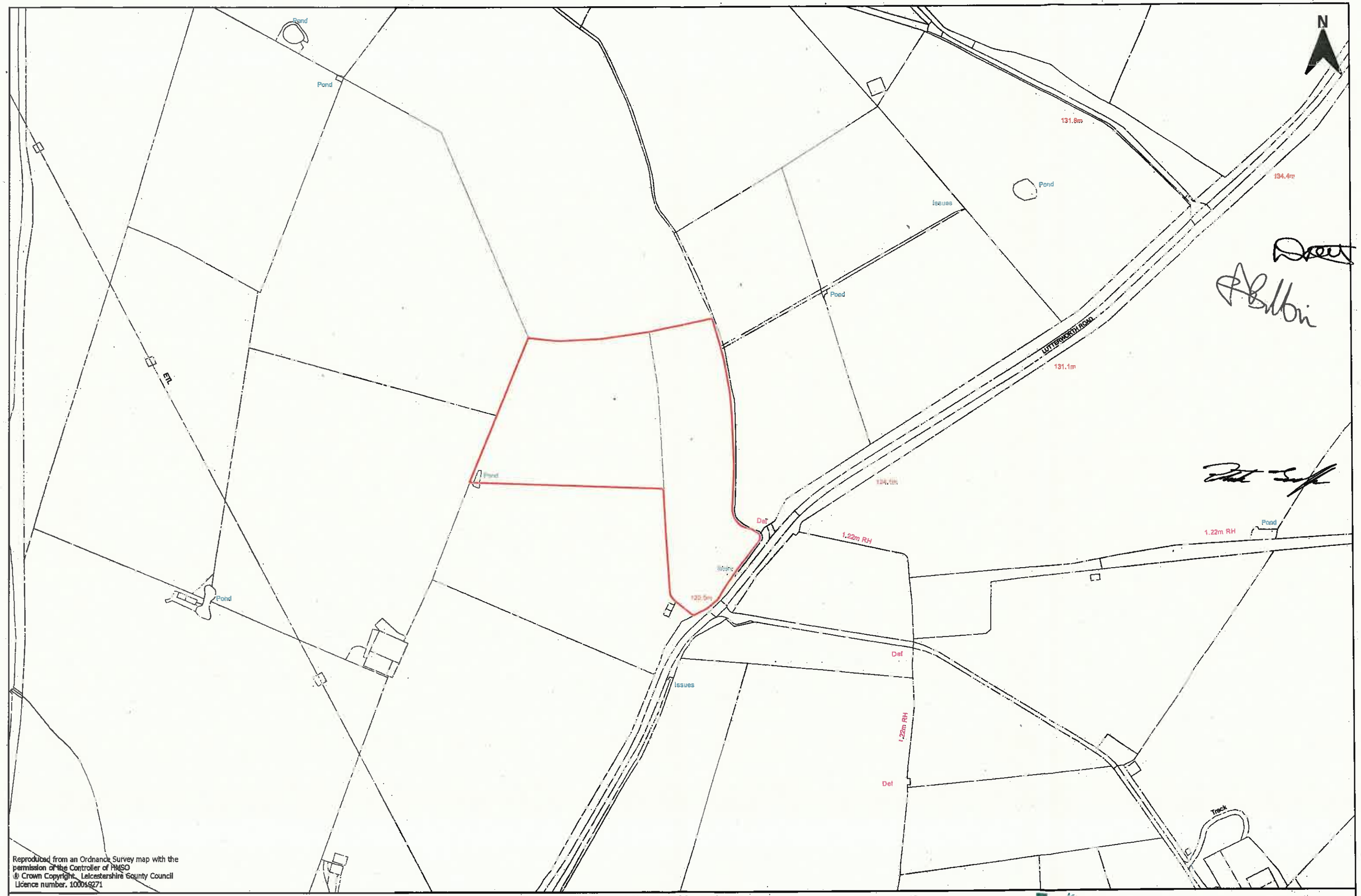
The Primary School Land shall:
a. Be of regular shape, level and largely free from building constraints such as underground sewers, landfill sites, tree preservation orders;
b. Be located centrally within the development, ideally close to the local centre;
c. Be located within 400 metres of housing it is designed to serve.
d. Be bounded on at least one side by a residential estate road and be bounded on the remaining sides by residential dwellings or open space.
e. Provide space for home to school transport (including school buses) and parents to drop off and pick up either in the school grounds or close to school, on the same side of the road as the school, as determined by specialist highways advice/requirements.
f. Have separate pedestrian and vehicle access.
g. Be located to encourage walking and cycling to school.
h. Provide room for coaches to access school to pick pupils up for trips etc.
i. Have playing fields located in close proximity to building.
j. Be free from contamination or protected species or be re-mediated to an appropriate standard and without the presence of contamination or protected species prior to the County Council taking ownership at the Owner's cost.
k. Surface water drainage shall be provided to accommodate the 1 in 30 year design flow with attenuation up to 1 in 100 year plus climate change provided within the overall development site, where the utility is to be adopted with an executed agreement (if required) with the relevant body and transferred with confirmation that the infrastructure will be adopted without further payment to the relevant body.
l. Have uncontaminated topsoil applied to a minimum depth of 300mm
m. Have adequate drainage to discharge surface water from the grassed playing field on the site.
n. Have safe access and rights of access (including free and uninterrupted construction access and to enable the secure passage of people on opening)

Proposed sites should ideally NOT be:-
a. Located on a flood plain or be subject to flooding.

b. Located in a cul de sac.
c. Crossed by overhead power cables or be any public footpath or right of way.
d. Located within a 57dBA Leq noise contour of an airport or similar facility (57dB marks the approx. onset of significant community annoyance due to daytime aircraft noise)
e. Situated in proximity to any development, business or land use that may disrupt the normal functioning of a school, detract from pupil's learning or place anyone associated with the school at risk.
f. Within an air quality management area.

Access
a. There must be an adopted permanent or intended permanent public vehicular road serving the Primary School Land
b. Vehicular access is preferred on two sides of the site and must facilitate a safe delivery route to the school building.

APPENDIX 10
REPLACEMENT LEISURE CENTRE LAND PLAN (PLAN 2)



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Lutterworth East, proposed Leisure Centre

1:2500 @ A3 Landscape
(Layer Proposed Leisure Centre)
by Vanessa Hughes
November 2021

Leicestershire County Council
Strategic Property Services
Corporate Resources Department
County Hall, Glenfield
Leicester LE3 8RE

Project: F:\GIS\Asset Man\UPRN\UPRN 2566 Thornborough & Butts Farm\2021_11_09_UPRN 2566 - Thornborough Farm Proposed Leisure Centre.qpz

THE COMMON SEAL OF Harborough District Council was affixed in the presence of:)
)
)

[redacted]

8511

Authorised Signatory:

[redacted]

38830(b)

THE COMMON SEAL OF Leicestershire County Council was affixed in the presence of:)
)
)

[redacted]

Authorised Signatory:

EXECUTED AS A DEED by HADRAJ LIMITED acting by a Director:)
)

[redacted]

Director

In the presence

Signature of wit
Name (in BLOCK
Address:

[redacted]

Appendix 8 – Development Parameter Plan

DRAFT

NOTES

All dimensions to be verified on site. Do not scale this drawing. Any discrepancies to be clarified with project Landscape Architect.

This drawing is the property of FPCR Environment and Design Ltd and is issued on the condition it is not reproduced, retained or disclosed to any unauthorised person, either wholly or in part without written consent of FPCR Environment and Design Ltd.

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Spine road information provided by AECOM, Drawing number: LESR-ACM-XX-XX-M2

Topographical survey provided by Peter Brett Associated LLP, Drawing number:52105_01

N

0 100 200 300 400 500m

KEY

	Application Boundary	225.88 ha
	Built Development	
	Residential EIA process assesses up to 2,750 homes C3 use at circa 38 dph. Residential area includes Main Streets, other residential streets and private gardens.	71.70 ha
	B1 & B2 Employment Up to 24,000m.sq. GEA	6.00 ha
	B1 Employment 'Swift Valley Business Park', up to 10,000m.sq. GEA	2.50 ha
	B8 Employment Up to 52,000m.sq. GEA	13.00 ha
	Primary School 2 No. 2FE Primary Schools with Pre-School Provision: PS1= 2.00 ha, PS2 = 2.00 ha	4.00 ha
	Community Hub Up to 8,000m.sq. GEA of A1-A5, D1-D2 uses. A1 Retail use limited to about 1,500m.sq. GEA. Community Hub allows for some residential use within the parameters of up to 2,750 homes & C2 Extra Care provision	2.50 ha
	Access	
	Spine Road (Public Bus Route) Refer to detailed application drawings of the Spine Road.	
	Main Street (Public Bus Route) (Indicative alignment and access points to development blocks are shown. Deviation of approx. 25m either side of the Main Street as shown)	
Y31	Existing Public Right of Way (With Reference)	
	Sustainable Transport Link (Bus, Pedestrian and Cyclist Only)	
	Green Infrastructure	
	Green Infrastructure Includes: Retained hedgerows, trees, watercourses, SSSI and existing woodland, new woodland, hedgerows, tree planting, play, grassland, wetland habitats and drainage basins, recreational routes, greenways, allotments, cemetery and sports pitches.	c.111.00 ha
	Misterton Marshes SSSI	6.77 ha
	Swift Valley Community Park (The Swift Valley Community Park includes land for Sports Pitches (3.54ha)	29.40 ha
	Greenways - Existing Permissive Walking Routes Upgraded / All Purpose Recreational Routes	
SP	Sports Pitches	
*	Changing Pavilion Pavilion up to 250m.sq. GEA with Associated Parking	
	Retained Hedgerows, Trees and Woodland	
	Proposed Structural Planting Framework (includes woodland, hedges, shrubs)	
	Indicative Equipped Play Areas	
	River Swift and Existing Watercourses	
	Zone for Sustainable Drainage Features	
ALL	Allotments	
	Buildings/Structures to be demolished (inc. Butts Farm, Fields Farm, Wycliffe Farm and part of Lea Barn Farm	

Notes: Maximum building height from ground level to ridge line for B8 uses is 18.5m.

Maximum building height from ground level for B1-B2 use (i.e north of Gilmorton Road) and Primary Schools is 12m. Maximum building height for all uses within Community Hub zone is 15m.

Maximum building height from ground level to ridge line for B1 use Swift Valley Business Park is 8.5m.

Maximum building height from ground to ridge line for residential uses is 10.5m except residential parcels R8 & R9, where maximum building height is 8.5m. Residential use in Community Hub zone is 15m.

rev	date	description	drn	chkd

fpcr

masterplanning
environmental assessment
landscape design
urban design
ecology
architecture
arboriculture

FPCR Environment and Design Ltd
Lockington Hall
Lockington
Derby DE74 2RH

t: 01509 672772
f: 01509 674565
e: mail@fpcr.co.uk
w: www.fpcr.co.uk

client
Leicestershire County Council

project
East of Lutterworth Strategic Development Area
Lutterworth

drawing title
EIA PARAMETERS PLAN

scale	drawn / checked	revision date
1:5000 @ A1	DB / BC	26 February 2019

drawing number
8379-L-03

rev
L

CAD file: K:\8300\8379\LANDS\Plans\8379-L-03 L EIA Parameters.dwg

Appendix 9 – AVL Appraisal Summaries

DRAFT

Lutterworth East - AV 0% AH
Apr 24

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV 0% AH
Apr 24

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Private	253	259,325	330.00	338,250	85,577,250
Private	627	642,675	330.00	338,250	212,082,750
Private	816	836,400	330.00	338,250	276,012,000
Private	1,054	1,080,350	330.00	338,250	356,515,500
Totals	**2,750**	**2,818,750**			**930,187,500**

Additional Revenue			
Commercial - Other (RLV)		19	
Commercial - Industrial (RLV)		32,088,188	
			32,088,207
NET REALISATION			**962,275,707**
OUTLAY			
ACQUISITION COSTS			
Residualised Price (550.00 Acres @ 78,769.04 /Acre)		43,322,970	
			43,322,970
Agent Fee	1.00%	433,230	
Legal Fee	0.50%	216,615	
			649,845

CONSTRUCTION COSTS

Construction	**ft²**	**Build Rate ft²**	**Cost**	
Private	259,325	121.98	31,632,463	
Private	642,675	121.98	78,393,497	
Private	836,400	121.98	102,024,072	
Private	1,080,350	121.98	131,781,093	
Totals	**2,818,750 ft²**		**343,831,125**	
Infrastructure Contingency		5.00%	1,643,514	
Residential Contingency		5.00%	17,191,556	
Externals		10.00%	34,383,113	
Water			679,823	
Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				434,592,183
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	

Lutterworth East - AV 0% AH
Apr 24

Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	20,629,868	
				23,259,489
MARKETING & LETTING				
Marketing	2,750 un	500.00 /un	1,375,000	
				1,375,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	9,301,875	
Sales Legal Fee		0.50%	4,650,938	
				13,952,813
TOTAL COSTS BEFORE FINANCE				**680,076,529**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				119,416,305
TOTAL COSTS				**799,492,834**
PROFIT				
				162,782,873

Performance Measures

Profit on Cost%	20.36%
Profit on GDV%	17.50%
Profit on NDV%	17.50%
IRR% (without Interest)	10.08%
Profit Erosion (finance rate 7.000)	2 yrs 8 mths

Lutterworth East - AV Policy Compliant 40% AH
Apr 24

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV Policy Compliant 40% AH
Apr 24

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Private	152	155,800	330.00	338,250	51,414,000
Shared Ownership	12	9,240	231.00	177,870	2,134,440
Intermediate	13	10,010	231.00	177,870	2,312,310
Social Rented	76	58,520	145.00	111,650	8,485,400
Private	376	385,400	330.00	338,250	127,182,000
Shared Ownership	32	24,640	231.00	177,870	5,691,840
Intermediate	31	23,870	231.00	177,870	5,513,970
Social Rented	188	144,760	145.00	111,650	20,990,200
Private	490	502,250	330.00	338,250	165,742,500
Shared Ownership	41	31,570	231.00	177,870	7,292,670
Intermediate	41	31,570	231.00	177,870	7,292,670
Social Rented	244	187,880	145.00	111,650	27,242,600
Private	632	647,800	330.00	338,250	213,774,000
Shared Ownership	52	40,040	231.00	177,870	9,249,240
Intermediate	53	40,810	231.00	177,870	9,427,110
Social Rented	317	244,090	145.00	111,650	35,393,050
Totals	**2,750**	**2,538,250**			**699,138,000**

Additional Revenue		
Commercial - Other (RLV)	19	
Commercial - Industrial (RLV)	32,088,188	
		32,088,207

NET REALISATION	**731,226,207**

OUTLAY

ACQUISITION COSTS		
Residualised Price (Negative land)	(27,251,692)	
		(27,251,692)

CONSTRUCTION COSTS
Construction

	ft²	**Build Rate ft²**	**Cost**	
Private	155,800	121.98	19,004,484	
Shared Ownership	9,240	121.98	1,127,095	
Intermediate	10,010	121.98	1,221,020	
Social Rented	58,520	121.98	7,138,270	
Private	385,400	121.98	47,011,092	
Shared Ownership	24,640	121.98	3,005,587	
Intermediate	23,870	121.98	2,911,663	
Social Rented	144,760	121.98	17,657,825	
Private	502,250	121.98	61,264,455	
Shared Ownership	31,570	121.98	3,850,909	
Intermediate	31,570	121.98	3,850,909	
Social Rented	187,880	121.98	22,917,602	
Private	647,800	121.98	79,018,644	
Shared Ownership	40,040	121.98	4,884,079	
Intermediate	40,810	121.98	4,978,004	
Social Rented	244,090	121.98	29,774,098	
Totals	**2,538,250 ft²**		**309,615,735**	**309,615,735**

Infrastructure Contingency	5.00%	1,643,514	
Residential Contingency	5.00%	15,480,787	
Externals	10.00%	30,961,574	
Water		679,823	

Lutterworth East - AV Policy Compliant 40% AH
Apr 24

Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				85,628,750
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	
Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	18,576,944	
				21,206,566
MARKETING & LETTING				
Marketing	1,650 un	500.00 /un	825,000	
				825,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	5,581,125	
Sales Legal Fee		0.50%	3,495,690	
				9,076,815
TOTAL COSTS BEFORE FINANCE				**562,025,403**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				63,071,660
TOTAL COSTS				**625,097,063**
PROFIT				
				106,129,144

Lutterworth East - AV Policy Compliant 40% AH
Apr 24

Performance Measures

Profit on Cost%	16.98%
Profit on GDV%	15.18%
Profit on NDV%	15.18%
IRR% (without Interest)	11.23%
Profit Erosion (finance rate 7.000)	2 yrs 3 mths

Lutterworth East - AV 30% AH
Apr 24

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV 30% AH
Apr 24

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Private	177	181,425	330.00	338,250	59,870,250
Shared Ownership	9	6,930	231.00	177,870	1,600,830
Intermediate	9	6,930	231.00	177,870	1,600,830
Social Rented	57	43,890	145.00	111,650	6,364,050
Private	439	449,975	330.00	338,250	148,491,750
Shared Ownership	24	18,480	231.00	177,870	4,268,880
Intermediate	24	18,480	231.00	177,870	4,268,880
Social Rented	141	108,570	145.00	111,650	15,742,650
Private	571	585,275	330.00	338,250	193,140,750
Shared Ownership	31	23,870	231.00	177,870	5,513,970
Intermediate	31	23,870	231.00	177,870	5,513,970
Social Rented	184	141,680	145.00	111,650	20,543,600
Private	738	756,450	330.00	338,250	249,628,500
Shared Ownership	40	30,800	231.00	177,870	7,114,800
Intermediate	40	30,800	231.00	177,870	7,114,800
Social Rented	237	182,490	145.00	111,650	26,461,050
Totals	**2,752**	**2,609,915**			**757,239,560**

Additional Revenue

Commercial - Other (RLV)	19	
Commercial - Industrial (RLV)	32,088,188	
		32,088,207

NET REALISATION **789,327,767**

OUTLAY

ACQUISITION COSTS

Residualised Price (Negative land)	(6,092,428)	
		(6,092,428)

CONSTRUCTION COSTS
Construction

	ft²	**Build Rate ft²**	**Cost**	
Private	181,425	121.98	22,130,222	
Shared Ownership	6,930	121.98	845,321	
Intermediate	6,930	121.98	845,321	
Social Rented	43,890	121.98	5,353,702	
Private	449,975	121.98	54,887,951	
Shared Ownership	18,480	121.98	2,254,190	
Intermediate	18,480	121.98	2,254,190	
Social Rented	108,570	121.98	13,243,369	
Private	585,275	121.98	71,391,845	
Shared Ownership	23,870	121.98	2,911,663	
Intermediate	23,870	121.98	2,911,663	
Social Rented	141,680	121.98	17,282,126	
Private	756,450	121.98	92,271,771	
Shared Ownership	30,800	121.98	3,756,984	
Intermediate	30,800	121.98	3,756,984	
Social Rented	182,490	121.98	22,260,130	
Totals	**2,609,915 ft²**		**318,357,432**	**318,357,432**

Infrastructure Contingency	5.00%	1,643,514	
Residential Contingency	5.00%	15,917,872	
Externals	10.00%	31,835,743	
Water		679,823	

Lutterworth East - AV 30% AH
Apr 24

Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				86,940,004
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	
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Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	19,101,446	
				21,731,068
MARKETING & LETTING				
Marketing	1,925 un	500.00 /un	962,500	
				962,500
DISPOSAL FEES				
Sales Agent Fee		1.00%	6,511,313	
Sales Legal Fee		0.50%	3,786,198	
				10,297,510
TOTAL COSTS BEFORE FINANCE				**595,120,315**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				73,882,186
TOTAL COSTS				**669,002,502**
PROFIT				
				120,325,265

Lutterworth East - AV 30% AH
Apr 24

Performance Measures

Profit on Cost%	17.99%
Profit on GDV%	15.89%
Profit on NDV%	15.89%
IRR% (without Interest)	10.96%
Profit Erosion (finance rate 7.000)	2 yrs 5 mths

Lutterworth East - AV 20% AH
Apr 24

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV 20% AH
Apr 24

Appraisal Summary for Phase 4

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Private	843	864,075	330.00	338,250	285,144,750
Shared Ownership	26	20,020	231.00	177,870	4,624,620
Intermediate	26	20,020	231.00	177,870	4,624,620
Social Rented	158	121,660	145.00	111,650	17,640,700
Totals	**1,053**	**1,025,775**			**312,034,690**

NET REALISATION	**312,034,690**

OUTLAY

CONSTRUCTION COSTS

Construction	**ft²**	**Build Rate ft²**	**Cost**	
Private	864,075	121.98	105,399,869	
Shared Ownership	20,020	121.98	2,442,040	
Intermediate	20,020	121.98	2,442,040	
Social Rented	121,660	121.98	14,840,087	
Totals	**1,025,775 ft²**		**125,124,035**	**125,124,035**
Residential Contingency		5.00%	6,256,202	
Externals		10.00%	12,512,403	
				18,768,605
Section 106 Costs				
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				4,929,300
PROFESSIONAL FEES				
Residential Professional Fees		6.00%	7,507,442	
				7,507,442
MARKETING & LETTING				
Marketing	843 un	500.00 /un	421,500	
				421,500
DISPOSAL FEES				
Sales Agent Fee		1.00%	2,851,448	
Sales Legal Fee		0.50%	1,560,173	
				4,411,621
TOTAL COSTS BEFORE FINANCE				**161,162,503**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Construction			1,608,185	
Total Finance Cost				1,608,185
TOTAL COSTS				**162,770,687**
PROFIT				
				149,264,003

Performance Measures	
Profit on Cost%	91.70%
Profit on GDV%	47.84%
Profit on NDV%	47.84%
IRR% (without Interest)	71.63%

Lutterworth East - AV 20% AH
Apr 24

Profit Erosion (finance rate 7.000)	9 yrs 5 mths

Lutterworth East - AV 10% AH
Apr 24

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV 10% AH
Apr 24

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	**Units**	**ft²**	**Sales Rate ft²**	**Unit Price**	**Gross Sales**
Private	228	233,700	330.00	338,250	77,121,000
Shared Ownership	3	2,310	231.00	177,870	533,610
Intermediate	3	2,310	231.00	177,870	533,610
Social Rented	19	14,630	145.00	111,650	2,121,350
Private	564	578,100	330.00	338,250	190,773,000
Shared Ownership	8	6,160	231.00	177,870	1,422,960
Intermediate	8	6,160	231.00	177,870	1,422,960
Social Rented	47	36,190	145.00	111,650	5,247,550
Private	734	752,350	330.00	338,250	248,275,500
Shared Ownership	10	7,700	231.00	177,870	1,778,700
Intermediate	10	7,700	231.00	177,870	1,778,700
Social Rented	61	46,970	145.00	111,650	6,810,650
Private	949	972,725	330.00	338,250	320,999,250
Shared Ownership	13	10,010	231.00	177,870	2,312,310
Intermediate	13	10,010	231.00	177,870	2,312,310
Social Rented	79	60,830	145.00	111,650	8,820,350
Totals	**2,749**	**2,747,855**			**872,263,810**

Additional Revenue			
Commercial - Other (RLV)		19	
Commercial - Industrial (RLV)		32,088,188	
			32,088,207

NET REALISATION			**904,352,017**

OUTLAY

ACQUISITION COSTS

Residualised Price (550.00 Acres @ 53,208.77 /Acre)		29,264,826	
			29,264,826
Agent Fee	1.00%	292,648	
Legal Fee	0.50%	146,324	
			438,972

CONSTRUCTION COSTS

Construction	**ft²**	**Build Rate ft²**	**Cost**
Private	233,700	121.98	28,506,726
Shared Ownership	2,310	121.98	281,774
Intermediate	2,310	121.98	281,774
Social Rented	14,630	121.98	1,784,567
Private	578,100	121.98	70,516,638
Shared Ownership	6,160	121.98	751,397
Intermediate	6,160	121.98	751,397
Social Rented	36,190	121.98	4,414,456
Private	752,350	121.98	91,771,653
Shared Ownership	7,700	121.98	939,246
Intermediate	7,700	121.98	939,246
Social Rented	46,970	121.98	5,729,401
Private	972,725	121.98	118,652,995
Shared Ownership	10,010	121.98	1,221,020
Intermediate	10,010	121.98	1,221,020
Social Rented	60,830	121.98	7,420,043
Totals	**2,747,855 ft²**		**335,183,353**
Infrastructure Contingency		5.00%	1,643,514
Residential Contingency		5.00%	16,759,168
Externals		10.00%	33,518,335

Lutterworth East - AV 10% AH
Apr 24

Water			679,823	
Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				424,647,246
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	
Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	20,111,001	
				22,740,623
MARKETING & LETTING				
Marketing	2,475 un	500.00 /un	1,237,500	
				1,237,500
DISPOSAL FEES				
Sales Agent Fee		1.00%	8,371,688	
Sales Legal Fee		0.50%	4,361,319	
				12,733,007
TOTAL COSTS BEFORE FINANCE				**653,986,403**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				101,731,892
TOTAL COSTS				**755,718,294**
PROFIT				
				148,633,723

Lutterworth East - AV 10% AH
Apr 24

Performance Measures

Profit on Cost%	19.67%
Profit on GDV%	17.04%
Profit on NDV%	17.04%
IRR% (without Interest)	10.36%
Profit Erosion (finance rate 7.000)	2 yrs 7 mths

Lutterworth East - AV 40% AH - Growth
Growth Model

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV 40% AH - Growth
Growth Model

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales	Adjustment	Net Sales
‡ Private	152	155,800	330.00	338,250	51,414,000	580,324	51,994,324
‡ Shared Ownership	12	9,240	231.00	177,870	2,134,440	11,568	2,146,008
‡ Intermediate	13	10,010	231.00	177,870	2,312,310	12,532	2,324,842
‡ Social Rented	76	58,520	145.00	111,650	8,485,400	45,990	8,531,390
‡ Private	376	385,400	330.00	338,250	127,182,000	3,837,905	131,019,905
‡ Shared Ownership	32	24,640	231.00	177,870	5,691,840	136,527	5,828,367
‡ Intermediate	31	23,870	231.00	177,870	5,513,970	132,260	5,646,230
‡ Social Rented	188	144,760	145.00	111,650	20,990,200	503,480	21,493,680
‡ Private	490	502,250	330.00	338,250	165,742,500	8,009,708	173,752,208
‡ Shared Ownership	41	31,570	231.00	177,870	7,292,670	306,490	7,599,160
‡ Intermediate	41	31,570	231.00	177,870	7,292,670	306,490	7,599,160
‡ Social Rented	244	187,880	145.00	111,650	27,242,600	1,144,927	28,387,527
‡ Private	632	647,800	330.00	338,250	213,774,000	15,611,425	229,385,425
‡ Shared Ownership	52	40,040	231.00	177,870	9,249,240	619,937	9,869,177
‡ Intermediate	53	40,810	231.00	177,870	9,427,110	631,859	10,058,969
‡ Social Rented	317	244,090	145.00	111,650	35,393,050	2,372,245	37,765,295
Totals	**2,750**	**2,538,250**			**699,138,000**	**34,263,667**	**733,401,667**

Additional Revenue

Commercial - Other (RLV)	19	
Commercial - Industrial (RLV)	32,088,188	
		32,088,207

NET REALISATION **765,489,874**

OUTLAY

ACQUISITION COSTS

Residualised Price (Negative land)	(17,336,998)	
		(17,336,998)

CONSTRUCTION COSTS
Construction

Lutterworth East - AV 40% AH - Growth
Growth Model

	ft²	Build Rate ft²	Cost	
‡ Private	155,800	121.98	19,123,376	
‡ Shared Ownership	9,240	121.98	1,134,146	
‡ Intermediate	10,010	121.98	1,228,658	
‡ Social Rented	58,520	121.98	7,182,927	
‡ Private	385,400	121.98	48,188,777	
‡ Shared Ownership	24,640	121.98	3,080,881	
‡ Intermediate	23,870	121.98	2,984,603	
‡ Social Rented	144,760	121.98	18,100,175	
‡ Private	502,250	121.98	63,905,606	
‡ Shared Ownership	31,570	121.98	4,016,924	
‡ Intermediate	31,570	121.98	4,016,924	
‡ Social Rented	187,880	121.98	23,905,595	
‡ Private	647,800	121.98	84,367,358	
‡ Shared Ownership	40,040	121.98	5,214,679	
‡ Intermediate	40,810	121.98	5,314,961	
‡ Social Rented	244,090	121.98	31,789,485	
Totals	**2,538,250 ft²**		**323,555,075**	**323,555,075**
Infrastructure Contingency		5.00%	1,643,514	
Residential Contingency		5.00%	16,177,754	
Externals		10.00%	32,355,508	
Water			679,823	
Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				87,719,651
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	

Lutterworth East - AV 40% AH - Growth
Growth Model

Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	
Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	19,413,305	
				22,042,926
MARKETING & LETTING				
Marketing	1,650 un	500.00 /un	825,000	
				825,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	5,861,519	
Sales Legal Fee		0.50%	3,667,008	
				9,528,527
TOTAL COSTS BEFORE FINANCE				**589,258,411**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				64,901,090

Lutterworth East - AV 40% AH - Growth
Growth Model

TOTAL COSTS		**654,159,501**
PROFIT		**111,330,373**

Performance Measures

Profit on Cost%	17.02%
Profit on GDV%	15.18%
Profit on NDV%	15.18%
IRR% (without Interest)	11.29%
Profit Erosion (finance rate 7.000)	2 yrs 3 mths

‡ Inflation/Growth applied

Growth on Sales		**Ungrown**	**Growth**	**Total**
Private	Growth Set 1 at 0.500%	51,414,000	580,324	51,994,324
Shared Ownership	Growth Set 1 at 0.500%	2,134,440	11,568	2,146,008
Intermediate	Growth Set 1 at 0.500%	2,312,310	12,532	2,324,842
Social Rented	Growth Set 1 at 0.500%	8,485,400	45,990	8,531,390
Private	Growth Set 1 at 0.500%	127,182,000	3,837,905	131,019,905
Shared Ownership	Growth Set 1 at 0.500%	5,691,840	136,527	5,828,367
Intermediate	Growth Set 1 at 0.500%	5,513,970	132,260	5,646,230
Social Rented	Growth Set 1 at 0.500%	20,990,200	503,480	21,493,680
Private	Growth Set 1 at 0.500%	165,742,500	8,009,708	173,752,208
Shared Ownership	Growth Set 1 at 0.500%	7,292,670	306,490	7,599,160
Intermediate	Growth Set 1 at 0.500%	7,292,670	306,490	7,599,160
Social Rented	Growth Set 1 at 0.500%	27,242,600	1,144,927	28,387,527
Private	Growth Set 1 at 0.500%	213,774,000	15,611,425	229,385,425
Shared Ownership	Growth Set 1 at 0.500%	9,249,240	619,937	9,869,177
Intermediate	Growth Set 1 at 0.500%	9,427,110	631,859	10,058,969
Social Rented	Growth Set 1 at 0.500%	35,393,050	2,372,245	37,765,295

Inflation on Construction Costs		**Uninflated**	**Inflation**	**Total**
Private	Inflation Set 1 at 0.500%	19,004,484	118,892	19,123,376
Shared Ownership	Inflation Set 1 at 0.500%	1,127,095	7,051	1,134,146
Intermediate	Inflation Set 1 at 0.500%	1,221,020	7,639	1,228,658

Lutterworth East - AV 40% AH - Growth

Growth Model

Social Rented	Inflation Set 1 at 0.500%	7,138,270	44,657	7,182,927
Private	Inflation Set 1 at 0.500%	47,011,092	1,177,685	48,188,777
Shared Ownership	Inflation Set 1 at 0.500%	3,005,587	75,294	3,080,881
Intermediate	Inflation Set 1 at 0.500%	2,911,663	72,941	2,984,603
Social Rented	Inflation Set 1 at 0.500%	17,657,825	442,350	18,100,175
Private	Inflation Set 1 at 0.500%	61,264,455	2,641,151	63,905,606
Shared Ownership	Inflation Set 1 at 0.500%	3,850,909	166,015	4,016,924
Intermediate	Inflation Set 1 at 0.500%	3,850,909	166,015	4,016,924
Social Rented	Inflation Set 1 at 0.500%	22,917,602	987,993	23,905,595
Private	Inflation Set 1 at 0.500%	79,018,644	5,348,714	84,367,358
Shared Ownership	Inflation Set 1 at 0.500%	4,884,079	330,600	5,214,679
Intermediate	Inflation Set 1 at 0.500%	4,978,004	336,957	5,314,961
Social Rented	Inflation Set 1 at 0.500%	29,774,098	2,015,387	31,789,485

Lutterworth East - AV 20% AH - Growth
Growth Model

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV 20% AH - Growth
Growth Model

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales	Adjustment	Net Sales
‡ Private	202	207,050	330.00	338,250	68,326,500	843,151	69,169,651
‡ Shared Ownership	6	4,620	231.00	177,870	1,067,220	5,784	1,073,004
‡ Intermediate	6	4,620	231.00	177,870	1,067,220	5,784	1,073,004
‡ Social Rented	38	29,260	145.00	111,650	4,242,700	22,995	4,265,695
‡ Private	502	514,550	330.00	338,250	169,801,500	5,635,413	175,436,913
‡ Shared Ownership	16	12,320	231.00	177,870	2,845,920	68,263	2,914,183
‡ Intermediate	16	12,320	231.00	177,870	2,845,920	68,263	2,914,183
‡ Social Rented	94	72,380	145.00	111,650	10,495,100	251,740	10,746,840
‡ Private	653	669,325	330.00	338,250	220,877,250	11,594,280	232,471,530
‡ Shared Ownership	20	15,400	231.00	177,870	3,557,400	149,507	3,706,907
‡ Intermediate	20	15,400	231.00	177,870	3,557,400	149,507	3,706,907
‡ Social Rented	122	93,940	145.00	111,650	13,621,300	572,464	14,193,764
‡ Private	843	864,075	330.00	338,250	285,144,750	22,362,020	307,506,770
‡ Shared Ownership	26	20,020	231.00	177,870	4,624,620	309,969	4,934,589
‡ Intermediate	26	20,020	231.00	177,870	4,624,620	309,969	4,934,589
‡ Social Rented	158	121,660	145.00	111,650	17,640,700	1,182,381	18,823,081
Totals	**2,748**	**2,676,960**			**814,340,120**	**43,531,490**	**857,871,610**

Additional Revenue

Commercial - Other (RLV)		19	
Commercial - Industrial (RLV)		32,088,188	
			32,088,207

NET REALISATION **889,959,817**

OUTLAY

ACQUISITION COSTS

Residualised Price (550.00 Acres @ 48,032.47 /Acre)		26,417,859	
			26,417,859
Agent Fee	1.00%	264,179	
Legal Fee	0.50%	132,089	
			396,268

Lutterworth East - AV 20% AH - Growth
Growth Model

CONSTRUCTION COSTS

Construction	ft²	Build Rate ft²	Cost	
‡ Private	207,050	121.98	25,413,960	
‡ Shared Ownership	4,620	121.98	567,073	
‡ Intermediate	4,620	121.98	567,073	
‡ Social Rented	29,260	121.98	3,591,463	
‡ Private	514,550	121.98	64,337,144	
‡ Shared Ownership	12,320	121.98	1,540,440	
‡ Intermediate	12,320	121.98	1,540,440	
‡ Social Rented	72,380	121.98	9,050,087	
‡ Private	669,325	121.98	85,164,002	
‡ Shared Ownership	15,400	121.98	1,959,475	
‡ Intermediate	15,400	121.98	1,959,475	
‡ Social Rented	93,940	121.98	11,952,798	
‡ Private	864,075	121.98	112,534,308	
‡ Shared Ownership	20,020	121.98	2,607,339	
‡ Intermediate	20,020	121.98	2,607,339	
‡ Social Rented	121,660	121.98	15,844,601	
Totals	**2,676,960 ft²**		**341,237,019**	
Infrastructure Contingency		5.00%	1,643,514	
Residential Contingency		5.00%	17,061,851	
Externals		10.00%	34,123,702	
Water			679,823	
Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				431,608,962
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	

Lutterworth East - AV 20% AH - Growth
Growth Model

Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	
Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	20,474,221	
				23,103,843
MARKETING & LETTING				
Marketing	2,200 un	500.00 /un	1,100,000	
				1,100,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	7,845,849	
Sales Legal Fee		0.50%	4,289,358	
				12,135,207
TOTAL COSTS BEFORE FINANCE				**657,686,367**

FINANCE
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)

Lutterworth East - AV 20% AH - Growth
Growth Model

Total Finance Cost		90,724,635
TOTAL COSTS		**748,411,002**
PROFIT		**141,548,816**

Performance Measures

Profit on Cost%	18.91%
Profit on GDV%	16.50%
Profit on NDV%	16.50%
IRR% (without Interest)	10.65%
Profit Erosion (finance rate 7.000)	2 yrs 6 mths

‡ Inflation/Growth applied

Growth on Sales		**Ungrown**	**Growth**	**Total**
Private	Growth Set 1 at 0.500%	68,326,500	843,151	69,169,651
Shared Ownership	Growth Set 1 at 0.500%	1,067,220	5,784	1,073,004
Intermediate	Growth Set 1 at 0.500%	1,067,220	5,784	1,073,004
Social Rented	Growth Set 1 at 0.500%	4,242,700	22,995	4,265,695
Private	Growth Set 1 at 0.500%	169,801,500	5,635,413	175,436,913
Shared Ownership	Growth Set 1 at 0.500%	2,845,920	68,263	2,914,183
Intermediate	Growth Set 1 at 0.500%	2,845,920	68,263	2,914,183
Social Rented	Growth Set 1 at 0.500%	10,495,100	251,740	10,746,840
Private	Growth Set 1 at 0.500%	220,877,250	11,594,280	232,471,530
Shared Ownership	Growth Set 1 at 0.500%	3,557,400	149,507	3,706,907
Intermediate	Growth Set 1 at 0.500%	3,557,400	149,507	3,706,907
Social Rented	Growth Set 1 at 0.500%	13,621,300	572,464	14,193,764
Private	Growth Set 1 at 0.500%	285,144,750	22,362,020	307,506,770
Shared Ownership	Growth Set 1 at 0.500%	4,624,620	309,969	4,934,589
Intermediate	Growth Set 1 at 0.500%	4,624,620	309,969	4,934,589
Social Rented	Growth Set 1 at 0.500%	17,640,700	1,182,381	18,823,081

Inflation on Construction Costs		**Uninflated**	**Inflation**	**Total**
Private	Inflation Set 1 at 0.500%	25,255,959	158,001	25,413,960
Shared Ownership	Inflation Set 1 at 0.500%	563,548	3,526	567,073

Lutterworth East - AV 20% AH - Growth

Growth Model

Intermediate	Inflation Set 1 at 0.500%	563,548	3,526	567,073
Social Rented	Inflation Set 1 at 0.500%	3,569,135	22,328	3,591,463
Private	Inflation Set 1 at 0.500%	62,764,809	1,572,335	64,337,144
Shared Ownership	Inflation Set 1 at 0.500%	1,502,794	37,647	1,540,440
Intermediate	Inflation Set 1 at 0.500%	1,502,794	37,647	1,540,440
Social Rented	Inflation Set 1 at 0.500%	8,828,912	221,175	9,050,087
Private	Inflation Set 1 at 0.500%	81,644,263	3,519,738	85,164,002
Shared Ownership	Inflation Set 1 at 0.500%	1,878,492	80,983	1,959,475
Intermediate	Inflation Set 1 at 0.500%	1,878,492	80,983	1,959,475
Social Rented	Inflation Set 1 at 0.500%	11,458,801	493,997	11,952,798
Private	Inflation Set 1 at 0.500%	105,399,869	7,134,439	112,534,308
Shared Ownership	Inflation Set 1 at 0.500%	2,442,040	165,300	2,607,339
Intermediate	Inflation Set 1 at 0.500%	2,442,040	165,300	2,607,339
Social Rented	Inflation Set 1 at 0.500%	14,840,087	1,004,515	15,844,601

Lutterworth East - AV 0% AH - Growth
Growth Model

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Lutterworth East - AV 0% AH - Growth
Growth Model

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales	Adjustment	Net Sales
‡ Private	253	259,325	330.00	338,250	85,577,250	1,164,303	86,741,553
‡ Private	627	642,675	330.00	338,250	212,082,750	7,679,883	219,762,633
‡ Private	816	836,400	330.00	338,250	276,012,000	15,583,304	291,595,304
‡ Private	1,054	1,080,350	330.00	338,250	356,515,500	29,814,734	386,330,234
Totals	**2,750**	**2,818,750**			**930,187,500**	**54,242,224**	**984,429,724**

Additional Revenue

Commercial - Other (RLV)		19	
Commercial - Industrial (RLV)		32,088,188	
			32,088,207

NET REALISATION **1,016,517,931**

OUTLAY

ACQUISITION COSTS

Residualised Price (550.00 Acres @ 111,006.46 /Acre)		61,053,555	
			61,053,555
Agent Fee	1.00%	610,536	
Legal Fee	0.50%	305,268	
			915,803

CONSTRUCTION COSTS

Construction	ft²	Build Rate ft²	Cost
‡ Private	259,325	121.98	31,830,356
‡ Private	642,675	121.98	80,357,349
‡ Private	836,400	121.98	106,422,397
‡ Private	1,080,350	121.98	140,701,258
Totals	**2,818,750 ft²**		**359,311,360**
Infrastructure Contingency		5.00%	1,643,514
Residential Contingency		5.00%	17,965,568
Externals		10.00%	35,931,136
Water			679,823

Lutterworth East - AV 0% AH - Growth

Growth Model

Land Preparation (P1, P2 & P3)	5,344,312	
Foul Water	4,776,438	
Temporary Power Connection	1,084,244	
Electrical (WP Quote)	19,333,701	
Landscaping	2,076,712	
Bus Contribution	2,595,890	
J20 works	1,651,756	
		452,394,454

Section 106 Costs

Spine Road Costs	101,722,566	
Cemetery Contribution	405,443	
Monitoring Fees HDC	2,804	
Public Realm Improvements	178,073	
Extension of Lutterworth Health & G	1,832,699	
Monitoring Fees LCC	31,151	
Police	363,425	
Waste	207,708	
Wheelie Bins	225,697	
Travel Pack	492,521	
Bus Pass Contribution	4,382,901	
Traffic Regulation Order	116,815	
Traffic Monitoring Fees	11,772	
A426/A5 Gibbet Lane roundabout	1,261,073	
Special Schools	558,119	
Early years	1,080,934	
Primary School 1	8,126,443	
Community Facility	1,417,356	
Off site sport and rec changing fac	780,792	
Off site sport and rec pitches	1,311,641	
Frank Whittle Roundabout	17,627,946	
On site Pavillion/pitches	1,557,534	
Primary School 2	8,126,443	
Early years	1,080,934	
Education contribution	4,242,353	
Special Schools	763,608	
Libraries	86,178	
Education Contribution	4,242,353	
Gilmorton Traffic Calming Scheme	686,947	
		162,924,229

Lutterworth East - AV 0% AH - Growth
Growth Model

PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	21,558,682	
				24,188,304
MARKETING & LETTING				
Marketing	2,750 un	500.00 /un	1,375,000	
				1,375,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	9,844,297	
Sales Legal Fee		0.50%	4,922,149	
				14,766,446
TOTAL COSTS BEFORE FINANCE				**717,617,791**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				126,625,338
TOTAL COSTS				**844,243,128**
PROFIT				
				172,274,802

Performance Measures

Profit on Cost%	20.41%
Profit on GDV%	17.50%
Profit on NDV%	17.50%
IRR% (without Interest)	10.08%
Profit Erosion (finance rate 7.000)	2 yrs 8 mths

‡ Inflation/Growth applied

Growth on Sales		**Ungrown**	**Growth**	**Total**
Private	Growth Set 1 at 0.500%	85,577,250	1,164,303	86,741,553
Private	Growth Set 1 at 0.500%	212,082,750	7,679,883	219,762,633
Private	Growth Set 1 at 0.500%	276,012,000	15,583,304	291,595,304
Private	Growth Set 1 at 0.500%	356,515,500	29,814,734	386,330,234

Lutterworth East - AV 0% AH - Growth
Growth Model

Inflation on Construction Costs		Uninflated	Inflation	Total
Private	Inflation Set 1 at 0.500%	31,632,463	197,892	31,830,356
Private	Inflation Set 1 at 0.500%	78,393,497	1,963,853	80,357,349
Private	Inflation Set 1 at 0.500%	102,024,072	4,398,325	106,422,397
Private	Inflation Set 1 at 0.500%	131,781,093	8,920,165	140,701,258

Lutterworth - AV 40% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

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Lutterworth - AV 40% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales	Adjustment	Net Sales
‡ Private	253	259,325	330.00	338,250	85,577,250	1,164,303	86,741,553
‡ Private	376	385,400	330.00	338,250	127,182,000	3,837,905	131,019,905
‡ Shared Ownership	32	24,640	231.00	177,870	5,691,840	136,527	5,828,367
‡ Intermediate	31	23,870	231.00	177,870	5,513,970	132,260	5,646,230
‡ Social Rented	188	144,760	145.00	111,650	20,990,200	503,480	21,493,680
‡ Private	490	502,250	330.00	338,250	165,742,500	8,009,708	173,752,208
‡ Shared Ownership	41	31,570	231.00	177,870	7,292,670	306,490	7,599,160
‡ Intermediate	41	31,570	231.00	177,870	7,292,670	306,490	7,599,160
‡ Social Rented	244	187,880	145.00	111,650	27,242,600	1,144,927	28,387,527
‡ Private	531	544,275	330.00	338,250	179,610,750	12,674,534	192,285,284
‡ Shared Ownership	64	49,280	231.00	177,870	11,383,680	763,000	12,146,680
‡ Intermediate	66	50,820	231.00	177,870	11,739,420	786,843	12,526,263
‡ Social Rented	393	302,610	145.00	111,650	43,878,450	2,940,985	46,819,435
Totals	**2,750**	**2,538,250**			**699,138,000**	**32,707,451**	**731,845,451**

Additional Revenue

Commercial - Other (RLV)	19	
Commercial - Industrial (RLV)	32,088,188	
		32,088,207

NET REALISATION **763,933,658**

OUTLAY

ACQUISITION COSTS

Residualised Price (Negative land)	(11,639,989)	
		(11,639,989)

CONSTRUCTION COSTS
Construction

	ft²	Build Rate ft²	Cost
‡ Private	259,325	121.98	31,830,356
‡ Private	385,400	121.98	48,188,777

Lutterworth - AV 40% AH - Growth / AH Back Ended

Back-Ended Affordable Housing

‡ Shared Ownership	24,640	121.98	3,080,881	
‡ Intermediate	23,870	121.98	2,984,603	
‡ Social Rented	144,760	121.98	18,100,175	
‡ Private	502,250	121.98	63,905,606	
‡ Shared Ownership	31,570	121.98	4,016,924	
‡ Intermediate	31,570	121.98	4,016,924	
‡ Social Rented	187,880	121.98	23,905,595	
‡ Private	544,275	121.98	70,884,600	
‡ Shared Ownership	49,280	121.98	6,418,066	
‡ Intermediate	50,820	121.98	6,618,631	
‡ Social Rented	302,610	121.98	39,410,939	
Totals	**2,538,250 ft²**		**323,362,077**	**323,362,077**
Infrastructure Contingency		5.00%	1,643,514	
Residential Contingency		5.00%	16,168,104	
Externals		10.00%	32,336,208	
Water			679,823	
Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				87,690,701
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	
A426/A5 Gibbet Lane roundabout			1,261,073	

Lutterworth - AV 40% AH - Growth / AH Back Ended

Back-Ended Affordable Housing

Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	19,401,725	
				22,031,347
MARKETING & LETTING				
Marketing	1,650 un	500.00 /un	825,000	
				825,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	5,837,989	
Sales Legal Fee		0.50%	3,659,227	
				9,497,217
TOTAL COSTS BEFORE FINANCE				**594,690,582**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				58,148,937
TOTAL COSTS				**652,839,519**
PROFIT				
				111,094,140

Lutterworth - AV 40% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

Performance Measures

Profit on Cost%	17.02%
Profit on GDV%	15.18%
Profit on NDV%	15.18%
IRR% (without Interest)	11.93%
Profit Erosion (finance rate 7.000)	2 yrs 3 mths

‡ Inflation/Growth applied

Growth on Sales		**Ungrown**	**Growth**	**Total**
Private	Growth Set 1 at 0.500%	85,577,250	1,164,303	86,741,553
Private	Growth Set 1 at 0.500%	127,182,000	3,837,905	131,019,905
Shared Ownership	Growth Set 1 at 0.500%	5,691,840	136,527	5,828,367
Intermediate	Growth Set 1 at 0.500%	5,513,970	132,260	5,646,230
Social Rented	Growth Set 1 at 0.500%	20,990,200	503,480	21,493,680
Private	Growth Set 1 at 0.500%	165,742,500	8,009,708	173,752,208
Shared Ownership	Growth Set 1 at 0.500%	7,292,670	306,490	7,599,160
Intermediate	Growth Set 1 at 0.500%	7,292,670	306,490	7,599,160
Social Rented	Growth Set 1 at 0.500%	27,242,600	1,144,927	28,387,527
Private	Growth Set 1 at 0.500%	179,610,750	12,674,534	192,285,284
Shared Ownership	Growth Set 1 at 0.500%	11,383,680	763,000	12,146,680
Intermediate	Growth Set 1 at 0.500%	11,739,420	786,843	12,526,263
Social Rented	Growth Set 1 at 0.500%	43,878,450	2,940,985	46,819,435

Inflation on Construction Costs		**Uninflated**	**Inflation**	**Total**
Private	Inflation Set 1 at 0.500%	31,632,463	197,892	31,830,356
Private	Inflation Set 1 at 0.500%	47,011,092	1,177,685	48,188,777
Shared Ownership	Inflation Set 1 at 0.500%	3,005,587	75,294	3,080,881
Intermediate	Inflation Set 1 at 0.500%	2,911,663	72,941	2,984,603
Social Rented	Inflation Set 1 at 0.500%	17,657,825	442,350	18,100,175
Private	Inflation Set 1 at 0.500%	61,264,455	2,641,151	63,905,606
Shared Ownership	Inflation Set 1 at 0.500%	3,850,909	166,015	4,016,924
Intermediate	Inflation Set 1 at 0.500%	3,850,909	166,015	4,016,924
Social Rented	Inflation Set 1 at 0.500%	22,917,602	987,993	23,905,595
Private	Inflation Set 1 at 0.500%	66,390,665	4,493,935	70,884,600
Shared Ownership	Inflation Set 1 at 0.500%	6,011,174	406,892	6,418,066
Intermediate	Inflation Set 1 at 0.500%	6,199,024	419,607	6,618,631

Lutterworth - AV 40% AH - Growth / AH Back Ended

Back-Ended Affordable Housing

Social Rented	Inflation Set 1 at 0.500%	36,912,368	2,498,571	39,410,939

Lutterworth - AV 20% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

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Lutterworth - AV 20% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

Appraisal Summary for Merged Phases 1 2 3 4

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales	Adjustment	Net Sales
‡ Private	253	259,325	330.00	338,250	85,577,250	1,164,303	86,741,553
‡ Private	502	514,550	330.00	338,250	169,801,500	5,635,413	175,436,913
‡ Shared Ownership	16	12,320	231.00	177,870	2,845,920	68,263	2,914,183
‡ Intermediate	16	12,320	231.00	177,870	2,845,920	68,263	2,914,183
‡ Social Rented	94	72,380	145.00	111,650	10,495,100	251,740	10,746,840
‡ Private	653	669,325	330.00	338,250	220,877,250	11,594,280	232,471,530
‡ Shared Ownership	20	15,400	231.00	177,870	3,557,400	149,507	3,706,907
‡ Intermediate	20	15,400	231.00	177,870	3,557,400	149,507	3,706,907
‡ Social Rented	122	93,940	145.00	111,650	13,621,300	572,464	14,193,764
‡ Private	792	811,800	330.00	338,250	267,894,000	20,646,885	288,540,885
‡ Shared Ownership	33	25,410	231.00	177,870	5,869,710	393,422	6,263,132
‡ Intermediate	33	25,410	231.00	177,870	5,869,710	393,422	6,263,132
‡ Social Rented	196	150,920	145.00	111,650	21,883,400	1,466,751	23,350,151
Totals	**2,750**	**2,678,500**			**814,695,860**	**42,554,220**	**857,250,080**

Additional Revenue

Commercial - Other (RLV)		19	
Commercial - Industrial (RLV)		32,088,188	
			32,088,207

NET REALISATION **889,338,287**

OUTLAY

ACQUISITION COSTS

Residualised Price (550.00 Acres @ 53,931.32 /Acre)		29,662,228	
			29,662,228
Agent Fee	1.00%	296,622	
Legal Fee	0.50%	148,311	
			444,933

CONSTRUCTION COSTS

Construction	ft²	Build Rate ft²	Cost

Lutterworth - AV 20% AH - Growth / AH Back Ended

Back-Ended Affordable Housing

‡ Private	259,325	121.98	31,830,356	
‡ Private	514,550	121.98	64,337,144	
‡ Shared Ownership	12,320	121.98	1,540,440	
‡ Intermediate	12,320	121.98	1,540,440	
‡ Social Rented	72,380	121.98	9,050,087	
‡ Private	669,325	121.98	85,164,002	
‡ Shared Ownership	15,400	121.98	1,959,475	
‡ Intermediate	15,400	121.98	1,959,475	
‡ Social Rented	93,940	121.98	11,952,798	
‡ Private	811,800	121.98	105,726,182	
‡ Shared Ownership	25,410	121.98	3,309,315	
‡ Intermediate	25,410	121.98	3,309,315	
‡ Social Rented	150,920	121.98	19,655,328	
Totals	**2,678,500 ft²**		**341,334,359**	
Infrastructure Contingency		5.00%	1,643,514	
Residential Contingency		5.00%	17,066,718	
Externals		10.00%	34,133,436	
Water			679,823	
Land Preparation (P1, P2 & P3)			5,344,312	
Foul Water			4,776,438	
Temporary Power Connection			1,084,244	
Electrical (WP Quote)			19,333,701	
Landscaping			2,076,712	
Bus Contribution			2,595,890	
J20 works			1,651,756	
				431,720,903
Section 106 Costs				
Spine Road Costs			101,722,566	
Cemetery Contribution			405,443	
Monitoring Fees HDC			2,804	
Public Realm Improvements			178,073	
Extension of Lutterworth Health & G			1,832,699	
Monitoring Fees LCC			31,151	
Police			363,425	
Waste			207,708	
Wheelie Bins			225,697	
Travel Pack			492,521	
Bus Pass Contribution			4,382,901	
Traffic Regulation Order			116,815	
Traffic Monitoring Fees			11,772	

Lutterworth - AV 20% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

A426/A5 Gibbet Lane roundabout			1,261,073	
Special Schools			558,119	
Early years			1,080,934	
Primary School 1			8,126,443	
Community Facility			1,417,356	
Off site sport and rec changing fac			780,792	
Off site sport and rec pitches			1,311,641	
Frank Whittle Roundabout			17,627,946	
On site Pavillion/pitches			1,557,534	
Primary School 2			8,126,443	
Early years			1,080,934	
Education contribution			4,242,353	
Special Schools			763,608	
Libraries			86,178	
Education Contribution			4,242,353	
Gilmorton Traffic Calming Scheme			686,947	
				162,924,229
PROFESSIONAL FEES				
Infrastructure Professional Fees		8.00%	2,629,622	
Residential Professional Fees		6.00%	20,480,062	
				23,109,683
MARKETING & LETTING				
Marketing	2,200 un	500.00 /un	1,100,000	
				1,100,000
DISPOSAL FEES				
Sales Agent Fee		1.00%	7,831,909	
Sales Legal Fee		0.50%	4,286,250	
				12,118,159
TOTAL COSTS BEFORE FINANCE				**661,080,136**
FINANCE				
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)				
Total Finance Cost				86,811,492
TOTAL COSTS				**747,891,628**
PROFIT				
				141,446,659

Lutterworth - AV 20% AH - Growth / AH Back Ended
Back-Ended Affordable Housing

Performance Measures

Profit on Cost%	18.91%
Profit on GDV%	16.50%
Profit on NDV%	16.50%
IRR% (without Interest)	10.92%
Profit Erosion (finance rate 7.000)	2 yrs 6 mths

‡ Inflation/Growth applied

Growth on Sales		**Ungrown**	**Growth**	**Total**
Private	Growth Set 1 at 0.500%	85,577,250	1,164,303	86,741,553
Private	Growth Set 1 at 0.500%	169,801,500	5,635,413	175,436,913
Shared Ownership	Growth Set 1 at 0.500%	2,845,920	68,263	2,914,183
Intermediate	Growth Set 1 at 0.500%	2,845,920	68,263	2,914,183
Social Rented	Growth Set 1 at 0.500%	10,495,100	251,740	10,746,840
Private	Growth Set 1 at 0.500%	220,877,250	11,594,280	232,471,530
Shared Ownership	Growth Set 1 at 0.500%	3,557,400	149,507	3,706,907
Intermediate	Growth Set 1 at 0.500%	3,557,400	149,507	3,706,907
Social Rented	Growth Set 1 at 0.500%	13,621,300	572,464	14,193,764
Private	Growth Set 1 at 0.500%	267,894,000	20,646,885	288,540,885
Shared Ownership	Growth Set 1 at 0.500%	5,869,710	393,422	6,263,132
Intermediate	Growth Set 1 at 0.500%	5,869,710	393,422	6,263,132
Social Rented	Growth Set 1 at 0.500%	21,883,400	1,466,751	23,350,151

Inflation on Construction Costs		**Uninflated**	**Inflation**	**Total**
Private	Inflation Set 1 at 0.500%	31,632,463	197,892	31,830,356
Private	Inflation Set 1 at 0.500%	62,764,809	1,572,335	64,337,144
Shared Ownership	Inflation Set 1 at 0.500%	1,502,794	37,647	1,540,440
Intermediate	Inflation Set 1 at 0.500%	1,502,794	37,647	1,540,440
Social Rented	Inflation Set 1 at 0.500%	8,828,912	221,175	9,050,087
Private	Inflation Set 1 at 0.500%	81,644,263	3,519,738	85,164,002
Shared Ownership	Inflation Set 1 at 0.500%	1,878,492	80,983	1,959,475
Intermediate	Inflation Set 1 at 0.500%	1,878,492	80,983	1,959,475
Social Rented	Inflation Set 1 at 0.500%	11,458,801	493,997	11,952,798
Private	Inflation Set 1 at 0.500%	99,023,364	6,702,818	105,726,182
Shared Ownership	Inflation Set 1 at 0.500%	3,099,512	209,804	3,309,315

Lutterworth - AV 20% AH - Growth / AH Back Ended

Back-Ended Affordable Housing

Intermediate	Inflation Set 1 at 0.500%	3,099,512	209,804	3,309,315
Social Rented	Inflation Set 1 at 0.500%	18,409,222	1,246,107	19,655,328

Lutterworth East - AV Industrial Land Value
AV Industrial Land Value
Apr 24

Development Appraisal
AspinallVerdi
26 April 2024

Lutterworth East - AV Industrial Land Value
AV Industrial Land Value
Apr 24

Appraisal Summary for Phase 1 Commercial - Industrial

Currency in £

REVENUE

Rental Area Summary	**Units**	**ft²**	**Rent Rate ft²**	**Initial MRV/Unit**	**Net Rent at Sale**	**Initial MRV**
Units 1-8	8	520,000	11.00	715,000	5,720,000	5,720,000

Investment Valuation

Units 1-8					
Market Rent	5,720,000	YP @	5.2500%	19.0476	
(1yr Unexpired Rent Free)		PV 1yr @	5.2500%	0.9501	103,517,702
GROSS DEVELOPMENT VALUE				**103,517,702**	
Purchaser's Costs			(7,039,204)		
Effective Purchaser's Costs Rate		6.80%			
				(7,039,204)	
NET DEVELOPMENT VALUE				**96,478,498**	
NET REALISATION				**96,478,498**	
OUTLAY					
ACQUISITION COSTS					
Residualised Price (32.00 Acres @ 962,674.28 /Acre)			30,805,577		
				30,805,577	
Stamp Duty			1,529,779		
Effective Stamp Duty Rate		4.97%			
Agent Fee		1.00%	308,056		
Legal Fee		0.50%	154,028		
				1,991,862	

CONSTRUCTION COSTS				
Construction	**ft²**	**Build Rate ft²**	**Cost**	
Units 1-8	520,000	63.92	33,238,400	
Commercial Contingency		5.00%	1,661,920	
Externals		10.00%	3,323,840	
				38,224,160
Other Construction Costs				
Gas B8			53,995	
Archaeology B8			830,685	
Land Preparation B8			1,723,671	
Electric B8			134,986	
Water B8			43,611	
Foul Estimate B8			31,151	
Highway B8			1,557,534	
				4,375,633
PROFESSIONAL FEES				
Industrial Professional Fees		6.00%	2,256,842	
				2,256,842
MARKETING & LETTING				
Marketing		1.00%	1,035,177	
Letting Agent Fee		10.00%	572,000	
Letting Legal Fee		5.00%	286,000	
				1,893,177

Lutterworth East - AV Industrial Land Value
AV Industrial Land Value
Apr 24

DISPOSAL FEES			
Sales Agent Fee	1.00%	1,035,177	
Sales Legal Fee	0.50%	517,589	
			1,552,766
TOTAL COSTS BEFORE FINANCE			**81,100,017**
FINANCE			
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)			
Land		2,359,144	
Construction		142,555	
Other		4,105,993	
Total Finance Cost			6,607,691
TOTAL COSTS			**87,707,708**
PROFIT			
			8,770,790

Performance Measures	
Profit on Cost%	10.00%
Profit on GDV%	8.47%
Profit on NDV%	9.09%
Development Yield% (on Rent)	6.52%
Equivalent Yield% (Nominal)	5.25%
Equivalent Yield% (True)	5.43%
IRR% (without Interest)	15.14%
Rent Cover	1 yr 6 mths
Profit Erosion (finance rate 7.000)	1 yr 4 mths

Lutterworth East - AV Commercial Land Value
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Lutterworth East - AV Commercial Land Value
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Appraisal Summary for Phase 1

Currency in £

REVENUE

Rental Area Summary

	Units	ft²	Rent Rate ft²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
A1-A5, D1, D2	1	78,548	19.00	1,492,412	1,492,412	1,492,412
B1 & B2 Employment	1	197,200	17.00	3,352,400	3,352,400	3,352,400
Swift Valley Business Park	1	82,450	17.00	1,401,650	1,401,650	1,401,650
Totals	**3**	**358,198**			**6,246,462**	**6,246,462**

Investment Valuation

A1-A5, D1, D2					
Market Rent	1,492,412	YP @	6.0000%	16.6667	
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	24,159,311
B1 & B2 Employment					
Market Rent	3,352,400	YP @	7.5000%	13.3333	
(1yr Rent Free)		PV 1yr @	7.5000%	0.9302	41,580,155
Swift Valley Business Park					
Market Rent	1,401,650	YP @	7.5000%	13.3333	
(1yr Rent Free)		PV 1yr @	7.5000%	0.9302	17,384,806
Total Investment Valuation					**83,124,273**

GROSS DEVELOPMENT VALUE			**83,124,273**
Purchaser's Costs		(5,652,451)	
Effective Purchaser's Costs Rate	6.80%		
			(5,652,451)
NET DEVELOPMENT VALUE			**77,471,822**
NET REALISATION			**77,471,822**
OUTLAY			
ACQUISITION COSTS			
Residualised Price (Negative land)		(16,336,928)	
			(16,336,928)
Town Planning		26,347	
Survey		20,767	
			47,114

CONSTRUCTION COSTS
Construction

	ft²	Build Rate ft²	Cost	
A1-A5, D1, D2	78,548	94.67	7,436,139	
B1 & B2 Employment	232,000	165.74	38,451,680	
Swift Valley Business Park	97,000	165.74	16,076,780	
Totals	**407,548 ft²**		**61,964,599**	**61,964,599**
Commercial Contingency		5.00%	3,098,230	
Externals		10.00%	6,196,460	
				9,294,690
Other Construction Costs				
Gas			2,699,726	
				2,699,726

Lutterworth East - AV Commercial Land Value
Apr 24

PROFESSIONAL FEES			
Architect	8.00%	5,173,146	
			5,173,146
MARKETING & LETTING			
Marketing	1.00%	831,243	
Letting Agent Fee	10.00%	624,646	
Letting Legal Fee	5.00%	312,323	
			1,768,212
DISPOSAL FEES			
Sales Agent Fee	1.00%	774,718	
Sales Legal Fee	0.50%	387,359	
			1,162,077
TOTAL COSTS BEFORE FINANCE			**65,772,636**
FINANCE			
Debit Rate 7.000%, Credit Rate 0.000% (Nominal)			
Land		(1,058,159)	
Construction		2,652,309	
Total Finance Cost			1,594,150
TOTAL COSTS			**67,366,786**
PROFIT			
			10,105,036

Performance Measures

Profit on Cost%	15.00%
Profit on GDV%	12.16%
Profit on NDV%	13.04%
Development Yield% (on Rent)	9.27%
Equivalent Yield% (Nominal)	7.08%
Equivalent Yield% (True)	7.40%
IRR% (without Interest)	N/A
Rent Cover	1 yr 7 mths
Profit Erosion (finance rate 7.000)	2 yrs

DRAFT

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www.aspinallverdi.co.uk

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Adrian Eastwood,
Head of Service Development Management,
Harborough District Council
The Symington Building
Adam & Eve Street
Market Harborough
LE16 7AG

Invoice No: 24299PD

Your ref:

Date: 29 April 2024

For the attention of: Adrian Eastwood

VAT No: 973 6146 94
Co Registration No: 690 86 55

Invoice

Lutterworth East Urban Extension FVA Review	Amount £
To: AspinallVerdi: review the Applicant's FVA in respect of the proposed development. Quantem: To provide S106 benchmarking an infrastructure cost review.	11,681.25 10,000.00
Net amount excluding VAT	21,681.25
VAT @ 20.00%	4,336.25
Total including VAT	26,017.50

Payment can be made by BACS to NatWest Bank Plc
Account Name: Aspinall Verdi Limited, Sort Code: [redacted] Account Number: [redacted]
Please email your remittance advice to accounts@aspinallverdi.co.uk

Alternatively, please make cheques payable to 'Aspinall Verdi Limited' and post to:
Accounts, Studio 7, 46 The Calls, Leeds, LS2 7EY

Invoices for professional fees and/or disbursements are payable on receipt unless otherwise agreed in writing. Invoices are due immediately. AspinallVerdi reserves the right to charge interest at the rate of 3% per month or part month from the due date on any invoice which remains unpaid 30 days after the invoice date. Any disbursements incurred but not yet processed at the time of this account will be invoiced separately.

Internal use only

		AVL	S/C	D/C	EX	Total Net
		11,681.25	10000.00	0.00	0.00	21,681.25
1-Lee	3-Lon	5-Liv	7-New	9-Bir	20-Agency	Total AVL
0.00	11,681.25	0.00	0.00	0.00	0.00	11,681.25