JO 11/00597/FUL DRAFT 106

DATED 14·8·2011

(1) MRS RENNOCKS

and

(2) ~~BANK PLC~~

and

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL

UNILATERAL UNDERTAKING

pursuant to s106 Town and Country Planning Act 1990
relating to residential development at

Hinckley & Bosworth Borough Council

HINCKLEY AND BOSWORTH BOROUGH COUNCIL
COUNCIL OFFICES
ARGENTS MEAD
HINCKLEY
LEICESTERSHIRE

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THIS DEED OF UNDERTAKING is dated

and is given by

(1) ("The Owner")

(2) **BANK PLC of** (**"**The Mortgagee"/ "Chargee")

to

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL of Council Offices, Argents Mead, Hinckley, Leicestershire LE10 1BZ ("The Council")

BACKGROUND

(A) The Council is the local planning authority for the purposes of the 1990 Act for the Site

(B) The Owner owns the freehold of the Site / is the Registered Proprietor with Title Absolute under Title Number LT{ }

[(C) The Mortgagee/Chargee (if any) is mortgagee/chargee of the Site under a mortgage/legal charge dated and made between the Owner and the Mortgagee/Chargee]

(D) The Owner has submitted the Planning Application to the Council and the Council has resolved to grant the Permission subject to conditions on completion and delivery of this Undertaking without which planning permission would not be granted

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1. DEFINITIONS

In this deed the following words and phrases have the meanings shown opposite:

1990 Act	the Town and Country Planning Act 1990 (as amended)
Commencement of Development	the commencement of the Development by the carrying out of any of the operations specified in Section 56 (4) of the 1990 Act save that for the purposes of this deed the term is not to include operations in connection with site clearance, demolition, archaeological investigation, for the purposes of assessing contamination, remedial action in respect of any contamination, or of assessing the need for any diversion and laying of services and the erection of means of enclosure for the purposes of site security and / or the display of advertisements

the Development	the development of the Site in accordance with the Permission.
Off-Site Open Space Contribution	the sum of £ towards the provision and/or improvement of open space in the vicinity of the Development in lieu of the provision of open space within the Development
the Plan	the plan annexed
the Planning Application	the application for planning permission under Council reference number for residential development.
the Permission	the planning permission proposed to be granted in the form and subject to the conditions annexed or other conditions notified to the Council as accepted by the Owner for the purposes of this deed of obligation
the Site	the land the subject of the Planning Application shown on the Plan for the purposes of identification only outlined red and included within title number

2. FORMAL PROVISIONS

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This undertaking :

2.1 is given by the Owner to the Council

2.2 is given pursuant to and for the purposes of Section 106 of the 1990 Act

2.3 is given with the intent to bind the Owner's freehold interest in the Site and his successors in title and any person claiming an interest in the Site or any part of the Site through or under him as if that person had been an original covenanting party in respect of the interest held by him PROVIDED ALWAYS that this Undertaking shall not bind any person or persons after they have disposed of all or the relevant part of their interest in the Site but without prejudice to the liability of any such person for any subsisting breach of this Undertaking prior to parting with such interest

2.4 is enforceable by the Council as the Local Planning Authority

2.5 is executed by the Owner as a deed.

2.6 is a planning obligation for the purposes of section 106 of the 1990 Act

3. CONDITIONS PRECEDENT

The covenant by the Owner in clause 4/5 is conditional and shall not take effect until the later of the following two dates:-

3.1 the date written notification of the Permission is issued; and

3.2 the date of Commencement of the Development

3.3 but if the Permission is at any time revoked before Commencement of the Development then the covenants on the part of the Owner will cease to have effect.

4. MORTGAGEE'S/CHARGEE`S CONSENT

4.1 The Mortgagee/Chargee consents to the Owner entering into this undertaking and acknowledges that it binds the proposed development provided that the Mortgagee/Chargee shall not be liable for any pre-existing breach]

5. OWNER'S COVENANT

5.1 No Development shall commence unless and until the off-site open space contribution has been paid by the Owner to the Council

6. DECLARATIONS

The Owner declares

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EXCELLENT RATED COUNCIL

6.1 for the purposes of avoiding doubt, nothing in this deed is intended to prohibit or restrict or limit the right of any person to develop the Site in accordance with any planning permission (other than the Permission) granted after the date of this deed

6.2 this deed is a Local Land Charge and shall be registered as such

6.3 Obligations and declarations of a party comprising more than one person are obligations and declarations of such persons jointly and severally provided that no person shall be liable in respect of any breach other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of such interest in such land or the part thereof in respect of which such breach occurs

6.4 He will pay the Council`s fee of £200 in relation to the drafting and completion of this deed such payment to be made on the date of completion

Executed as a Deed by the Owner and the Mortgagee/Chargee on the date stated at the beginning of it.

Executed as a Deed by .....

in the presence of:

WITNESS

WITNESS'S SIGNATURE .....

Name ALEC STATHAM

Address GARLAND STUD
BOSWORTH RD
BARLESTONE
NUNEATON
WARKS.

THE COMMON SEAL OF BANK
was hereunto affixed in the presence of

Hinckley & Bosworth
Borough Council

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