DATED 24 November 2011

**(1) ANNA CHRISTINA DODDS**

**and**

**JOHN JAMES FAIRWEATHER DODDS**

**and**

**(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL**

# UNILATERAL UNDERTAKING

pursuant to s106 Town and Country Planning Act 1990
relating to residential development at
6 Shakespeare Drive, Hinckley

**HINCKLEY AND BOSWORTH BOROUGH COUNCIL**
**COUNCIL OFFICES**
**ARGENTS MEAD**
**HINCKLEY**
**LEICESTERSHIRE**

**THIS DEED OF UNDERTAKING** is dated 24 November 2011

and is given by

**(1) ANNA CHRISTINA DODDS and JOHN JAMES FAIRWEATHER DODDS** of 6 ShakespeareDrive, Hinckley, LE10 0BG ("The Owner"); to

**(2) 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 as the Registered Proprietor with Title Absolute under Title Number LT255167

(C) 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

**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. |

DCOSPLAN. 11/00811/FUL & 11/00812/CON

Ordnance Survey®

# OS Sitemap®




PLEASE SIGN

[redacted]

X

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The representation of features as lines is no evidence of a property boundary.

Metres
0 20 40
Scale 1:1250

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Centre coordinates: 442395.88 294200.38

Further information can be found on the OS Sitemap information leaflet or the Ordnance Survey web site:

**6 Shakespear Drive**

Hinckley

Leicestershire

LE10 0BG

| | |
|---|---|
| **Off-Site Open Space Contribution** | the sum of £1250.80 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 11/00811/FUL 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 11/00811/FUL |

## 2. FORMAL PROVISIONS

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 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. OWNER'S COVENANT**

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

**5. DECLARATIONS**

The Owner declares

5.1 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

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

5.3 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

5.4 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
**ANNA CHRISTINA DODDS**
in the presence of:

X [redacted]

WITNESS SIGNATURE ....C Paris.....

Witness Name CHERYL PARIS

Witness Address Thomas Flowell & Sons
Church Walk, Hinckley
Leics, LE10 1DN

INDEPENDENT WITNESS ONLY

Executed as a Deed by
**JOHN JAMES FAIRWEATHER DODDS**
in the presence of:

[redacted]

WITNESS SIGNATURE .....

Witness Name ..... JOHN SNAPE

Witness Address ..... 26 THIRLMERE RD

..... STINCHLEY

..... LOCAL GOVT OFFICER (RTD)

INDEPENDENT WITNESS ONLY