

DATE 17 December 2018

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

JOHN HAYWOOD and SUSAN MAY HAYWOOD

AGREEMENT made pursuant to Section 106A
of the Town and Country Planning Act 1990 (as amended)
relating to Flat 9 Twyford Court Arthur Street Barwell Leicestershire LE9 8EG

Hinckley and Bosworth Borough Council
Council Offices
Argents Mead
Hinckley
Leicestershire LE10 1BZ

THIS AGREEMENT is made the 17th day of December 2018
BETWEEN

- (1) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Council Offices
Argents Mead Hinckley LE10 1 BZ ('the Borough Council') and
- (2) JOHN HAYWOOD and SUSAN MAY HAYWOOD of Flat 9 Twyford Court
Arthur Street Barwell Leicestershire LE9 8EG ("the Owners")

WHEREAS

- A. The Borough Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act")
- (B) The Borough Council and Trevor Jones (trading as Jones Building Services) entered into an agreement ("The Principal Agreement") pursuant to section 52 of the Town and Country Planning Act 1971 and dated 7 December 1989 in respect of property comprising a block of flats at Twyford Court Arthur Street Barwell
- (C) The Principal Agreement contained obligations in the Second Schedule thereof restricting inter alia the occupation of some of the flats to persons of at least fifty five years of age
- (D) Flat 9 Twyford Court Arthur Street Barwell is one of those flats to which the restriction applies
- (E) The Owners are registered with title absolute of Flat 9 under title number LT487421
- (E) The Owners have applied to the Borough Council to remove the restriction so that it is no longer applicable to Flat 9
- F The Borough Council has agreed to remove the restriction as set out herein

- 1. NOW THIS DEED WITNESSES as follows:-

- 1.1 The words and expressions in this Agreement shall where the context so requires or admits have the meaning as defined in the Principal Agreement annexed hereto save as amended or varied by this Agreement

2. STATUTORY BASIS

This Agreement is made pursuant to the provisions of Section 106A of the Town and Country Planning Act 1990 (as amended) section 111 of the Local Government Act 1972 and section 2 of the Localism Act 2011.

3. MODIFICATION OF PRINCIPAL AGREEMENT

- 3.1 The parties hereto agree that from the date of this Agreement the restriction set out in clause 1 of the Second Schedule to the Principal Agreement shall not apply to Flat 9 Twyford Court Arthur Street Barwell

GENERAL

- 4.1 This Agreement is a local land charge and shall be registered as such
- 4.2 Any dispute under or arising out of the operation of this Agreement or the Principal Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 (as amended for time to time) and any arbitrator's costs of the determination shall be payable by the parties to the dispute in such proportion as the arbitrator shall determine and failing such determination shall be borne by the parties in equal shares
- 4.3 Any notice, agreement, consent or approval to be given under the terms of this Agreement shall be in writing and sent by ordinary post and

4.3.1 In the case of the Borough Council to be addressed to the Head of
Planning Council Offices Argents Mead Hinckley LE10 1BZ, and

4.3.2 In the case of the Owners shall be sent by ordinary post to the
address given in this agreement

IN WITNESS THE Borough Council and the Owners have executed this
Agreement as a Deed on the day and year first before written.

THE COMMON SEAL OF HINCKLEY)
AND BOSWORTH BOROUGH COUNCIL)
was hereunto affixed in the presence of)



Authorised signatory

SIGNED as a deed by JOHN HAYWOOD
In the presence of;

Witness

Name

Address

SIGNED as a Deed by SUSAN MAY
HAYWOOD in the presence of:

Witness

Name

Address