DATED 2 May 2012

(1) JAYNE CHAPMAN

(2) JAYNE CHAPMAN
PAUL ANTHONY CHAPMAN

(3) WOOLWICH LIMITED

to

(4) HINCKLEY & BOSWORTH
BOROUGH COUNCIL

UNILATERAL UNDERTAKING

pursuant to s106 Town and Country Planning Act 1990
relating to residential development at
The Bungalow, Poplar Terrace, Congerstone

HINCKLEY AND BOSWORTH BOROUGH COUNCIL
COUNCIL OFFICES
ARGENTS MEAD
HINCKLEY
LEICESTERSHIRE

THIS DEED OF UNDERTAKING is dated 2 May 2012

and is given by

(1) **JAYNE CHAPMAN** of The Bungalow, Poplar Terrace, Congerstone, Nuneaton, Warwickshire CV13 6NE ("The First Owner")

(2) **JAYNE CHAPMAN** and **PAUL ANTHONY CHAPMAN** of The Bungalow, Poplar Terrace, Congerstone, Nuneaton, Warwickshire CV13 6NE ("The Second Owner")

(3) **WOOLWICH LIMITED** (Co. Reg. No. 03295699) whose registered address is situate at 1 Churchill Place London E14 5HP ("The Mortgagee")

to

(4) **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 First Owner owns the freehold of part the Site as registered under Title Number LT277782

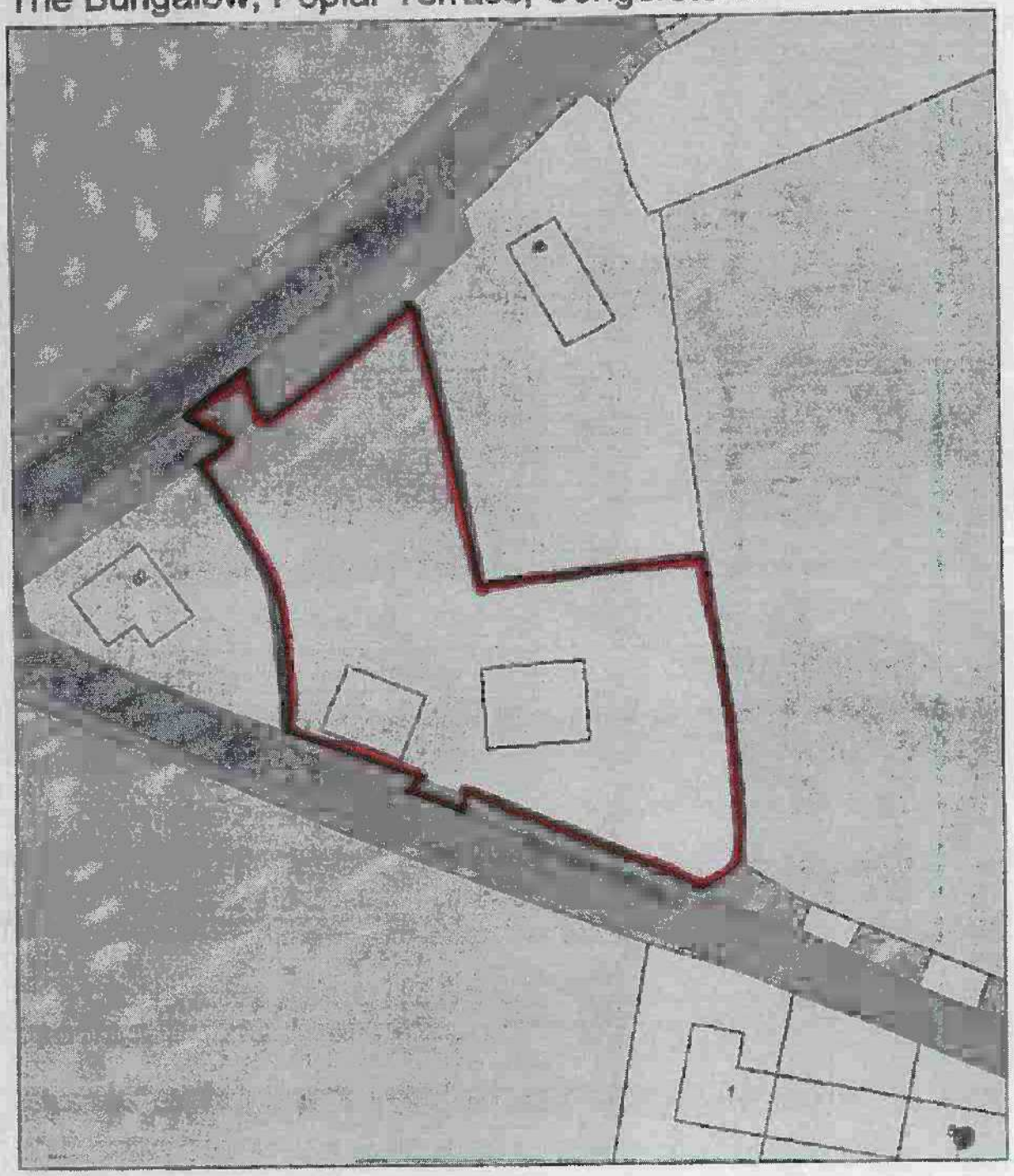
(C) The Second Owner owns the freehold of part of the site as registered under Title Numbers LT193796 and LT251913

(D) The Mortgagee is mortgagee of that part of the Site registered under title numbers LT193796 and LT251913 under a mortgage dated 29 February 2012 and made between the Second Owner and the Mortgagee

(D) The First Owner and the Second Owner submitted the Planning Application to the Council which was allocated the reference 1/00399/FUL

(E) The Council refused to grant planning permission on the 13 July 2011

The Bungalow, Poplar Terrace, Congerstone



1: 500

[redacted]

Signed for and on behalf of BARCLAYS BANK PLC by
Yvonne Mckue [redacted]
its duly appointed attorney,
dated 28/2/12 in the presence of:
Witness
John Kenneth Henderson [redacted]

(F) The First Owner and the Second Owner has made the Planning Appeal to the Secretary of State against that refusal

(G) The First Owner and the Second Owner have agreed to give this Undertaking with the intent that their interest in the Land shall be subject to the covenants and obligations entered into by it and with the intention that the covenants and obligations entered into by it should create planning obligations pursuant to Section 106 of the Act in the manner hereinafter appearing in the event the Appeal Permission is 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)
the Appeal Permission	means the planning permission granted pursuant to the Planning Appeal
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 Appeal Permission.
Off-Site Open Space Contribution	the sum of One Thousand Two Hundred and Fifty Pounds and Eight Pence (£1250.80) in lieu of the provision of open space within the Development towards the provision and/or improvement of open space at

	Church Field Congerstone which is in the vicinity of the Development and most likely to be used by occupants of the Development
the Plan	the plan annexed
the Planning Appeal	means the planning appeal made by the First Owner and Second Owner to the Secretary of State and ascribed reference APP/K2420/A/12/2168670/NWF against the decision by the Council to refuse to grant planning permission pursuant the Planning Application
the Planning Application	the application for planning permission under Council reference number 11/00399/FUL for residential development.
the Site	the land the subject of the Planning Application and Planning Appeal shown on the Plan for the purposes of identification only outlined red and included within title numbers LT277782 LT193796 and LT251913

2. FORMAL PROVISIONS

This undertaking :

2.1 is given by the First Owner and Second 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 First Owner's and Second Owner's freehold interest in the Site and their successors in title and any person claiming an interest in the Site or any part of the Site through or under them 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 First Owner Second Owner and Mortgagee 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 First Owner and Second Owner in clause 4 is conditional and shall not take effect until the later of the following two dates:-

3.1 the date the Appeal Permission is granted; and

3.2 the date of Commencement of Development

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

4. FIRST OWNER'S AND SECOND OWNER'S COVENANT

4.1 No Development shall commence unless and until the Off-Site Open Space Contribution has been paid by the First Owner and/or the Second Owner to the Council

5. MORTGAGEE'S CONSENT

5.1 The Mortgagee consents to the Second Owner entering into this undertaking and acknowledges that it binds that part of the site over which its mortgage extends and as contained within title numbers LT193796 and LT251913 provided that the Mortgagee shall not be liable for any pre-existing breach

6. DECLARATIONS

The First Owner and Second Owner declare:

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 Appeal 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 The First Owner and/or the Second Owner will pay the Council`s fee of £200.00 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 First Owner Second Owner and the Mortgagee on the date stated at the beginning of it.

Executed as a Deed by
JAYNE CHAPMAN
as the First Owner and Second Owner .....[redacted].....
in the presence of:

WITNESS'S SIGNATURE .....[redacted].....

Name .....Emma L. Callings.....

Address .....31 Spinney Drive.....

.....Barlestone.....

.....Nuneaton, Warwickshire

.....CV13 0SQ.....

Executed as a Deed by
PAUL ANTHONY CHAPMAN [redacted]
in the presence of:

WITNESS'S SIGNATURE [redacted]

Name 31 Spinney Drive

Address Barlestone

Nuneaton Warwickshire

CV13 0SQ

Emma L Collings

THE COMMON SEAL OF WOOLWICH LIMITED
was hereunto affixed in the presence of

Signed for and on behalf of BARCLAYS BANK PLC [redacted]
Yvonne Mckue
its duly ... Power of Attorney,
dated 29/2/12 in the presence of:
Witness

John Kenneth Henderson
[redacted]