

DATED

09 September

2025

EDITH ROSE WALKER AND ROBERT MURRAY WALKER (1)

to

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (2)

UNILATERAL UNDERTAKING

Section 106 of the Town and Country Planning Act 1990

relating to

Land adjacent to Welton Lodge
Hunts Lane
Desford
Leicester
LE9 9LJ

Planning Application Reference

25/00206/OUT

THIS DEED is made the 09 day of September Two Thousand and Twenty-Five

BY

1. **EDITH ROSE WALKER AND ROBERT MURRAY WALKER** of The Elms, Desford Road, Newbold Verdon, Leicestershire, LE9 9LG ("the Applicant")

TO

2. **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR ("the Council")

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable
- (B) The Council is the Local Authority for the purposes of the Local Government Act 1972 (as amended) and the Localism Act 2011 (as amended) and the Housing Authority for the purposes of the Housing Act 1985
- (C) The Applicant is the freehold owner of the Site which is registered at HM Land Registry comprising title number LT232180
- (D) To facilitate the Development the Applicant has agreed to enter into this Deed to create planning obligations pursuant to Section 106 of the Act in respect of their interest in the Site to ensure that the Development is secured as a Self-Build and Custom House-Build Dwelling and to secure the relevant infrastructure and rights that accompany the Self-Build and Custom House-Build Dwelling as set out in this Deed and the Applicant agrees to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following terms and expressions shall have the following meaning:

"the Act"	means The Town and Country Planning Act 1990 (as amended)
"Commencement of Development"	<p>means the date upon which the Development shall commence by the carrying out upon the Site pursuant to the Planning Permission of a material operation (as defined in Section 56(4) of the Act) other than (for the purposes of this Deed and for no other purpose) operations consisting of</p> <ul style="list-style-type: none">i. trial holes or other operations to establish the ground conditions of the Site, site survey work or works of remediation; andii. archaeological investigations on the Site; andiii. any works of demolition or site clearance; andiv. any structural planting or landscaping works; andv. ecological or nature conservation works associated with the Development; andvi. construction of site compounds boundary fencing or hoardings; andvii. construction of access or highway works or provision of services (including drainage and media); andviii. any other preparatory works agreed in writing with the Council <p>"Commencement" shall be construed accordingly</p>

“Development”	means the erection of a single self-build dwelling at the Site that is pursuant to the Planning Application and that is the subject of the Planning Permission
“Dwelling”	means the dwelling (whether a house flat bungalow or maisonette) approved for construction pursuant to the Planning Permission
“Occupation”	<p>means the occupation of the Development for the purposes permitted by the Planning Permission but not including</p> <ul style="list-style-type: none"> i. the daytime occupation by personnel engaged in construction fitting out or decoration; or ii. occupation for marketing or display; or iii. the storage of plant and materials <p>“First Occupied” “First Occupier(s)” “Occupied” and “Occupier(s)” shall be construed accordingly</p>
“Plan”	means the Plan annexed to this Deed at Schedule One
“Planning Application”	means an outline planning application for “Outline planning permission for a single self-build dwelling (All matters reserved except access)” which has been allocated the Council’s reference number 25/00206/OUT
“Planning Permission”	means the Planning Permission issued pursuant to the Planning Application including (as the case may be) any related applications approved pursuant to Sections 73 and/or 96A of the Act
“Practical Completion”	means the stage of the Development when it has been completed in all material respects and is fit for First Occupation as certifying by the Applicant’s architect or other appropriately qualified professional
“Reserved Matters”	means an application (or applications, as the case may be) submitted to the Council for approval for reserved matters pursuant to the Planning Permission
“Self-Build and Custom House-Build”	means the building or completion by an individual or an association of individuals or persons working with or for individuals or associations of individuals of a Dwelling to be First Occupied as a primary residence by those individuals in accordance with Section 1 of the

	Self-Build and Custom Housebuilding Act 2015 (or such other replacement or successor legislation)
“Site”	means the land shown edged red on the Plan for identification purposes only comprising land adjacent to Welton Lodge, Hunts Lane, Desford, Leicestershire
“Statutory Undertaker”	means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking
“Working Day”	any day from Monday to Friday (inclusive in each week except for Statutory holidays and any day in the period from Christmas Eve to New Year's Day (inclusive))

- 1.2 Where in this Deed reference is made to any clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule recital or plan in this Deed
- 1.3 Clause headings are for reference only and shall not affect the interpretation of this Deed
- 1.4 Where in any schedule or part of any schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that schedule or (if relevant) part of that schedule
- 1.5 References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them except where stipulated otherwise
- 1.6 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.7 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

- 1.8 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established
- 1.9 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 against each individually unless there is an express provision otherwise
- 1.10 An obligation in this Deed on a party not to do something includes an obligation not to agree allow or suffer that thing to be done or procure the doing of that act or thing
- 1.11 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
- 1.12 A reference to this Deed or any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Deed) from time to time

2 GENERAL PROVISIONS

Jurisdiction

- 2.1 This Deed shall be governed by and interpreted in accordance with the law of England

Statutory Authority and Legal Effect

- 2.2 This Deed is made pursuant to Section 106 of the Act and Sections 111 and 120 and 139 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all enabling powers
- 2.3 The covenants restrictions and requirements imposed upon the Applicant under this Deed create planning obligations pursuant to Section 106 of the Act and shall be enforceable by the Council as the Local Planning Authority

Registration of the Agreement

2.4 This Deed shall be registered as a deed and Local Land Charge in the Register of Local Land Charges by the Council

No Fettering of Discretion

2.5 Save as permitted by law in equity nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations in the exercise of their functions as a local authority

Effect of Any Waiver

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

Exclusion of the Contracts (Rights of Third Parties) Act 1999

2.7 Nothing herein contained or implied shall give or be construed as giving rights or privileges or powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein

Liability

2.8 Subject to clause 3.5, the covenants given by the Applicant contained herein are made with the intent that the covenants will bind its interest in the Site and be binding on and enforceable against its successors in title or assigns and subject to Clause 2.9 those deriving title under the Applicant PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or nonperformance of the covenants contained herein which arise from the carrying out of the Development where they no longer hold any interest in the Site or

that part of the Site in respect of which the breach occurs save in respect of any prior subsisting breach

- 2.9 The covenants contained in this Deed shall not be enforceable against Statutory Undertakers in relation to any parts of the Site acquired by them for electricity substations gas governor stations or pumping stations or any other land acquired for the purpose of their statutory functions or 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 nor against all those deriving title from any of the aforesaid
- 2.10 In the event that the Applicant disposes of their interest in the Site or any part thereof it shall within seven (7) days of such disposal give written notice of the name and address of his successors in title (other than those specified in Clause 2.9) to the Council together with sufficient details of the land included in the disposal to allow its identification
- 2.11 Subject to Section 3 (Conditionality) nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted whether or not on appeal after the date of this Deed other than this Planning Permission as defined herein or any renewal thereof

Mortgagees

- 2.12 No mortgagee of the Site shall be bound by the obligations in or be liable under this Deed except as mortgagee in possession and whilst it remains a mortgagee in possession of the Site (or any part)

Notices

- 2.13 Notices and communications under this Deed may be sent to the Applicant or the Head of Planning at the Council by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second Working Day following the date of posting

VAT

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

Void Provisions

2.15 If any clause or sub-clause of this Deed shall be deemed to be unenforceable or ultra vires the remainder of this Deed shall remain in full force and effect provided severance from this Deed is possible

3 CONDITIONALITY

3.1 Save for the provisions of Clause 2.4 (Land Charge) Clause 2.8 (Change of Ownership) and Clause 3 (Legal Fees) the covenants contained in this Deed are conditional on the grant of Planning Permission and the Commencement of Development pursuant thereto and shall come into effect onto the date hereof

3.2 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission the Applicant will be required to submit details with the said application that demonstrates that the Initial Occupier has had full primary input into any revised schemes within the S73 application

3.3 If a Section 73 permission is granted this Deed shall (unless the Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 permission as well as to Development pursuant to the Planning Permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act

3.4 If the Planning Permission expires (within the meaning of Sections 91 or 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development this Deed shall forthwith determine and cease to have effect

3.5 In the event of the death of the First Occupier the covenants given in this Deed shall cease to have effect and the Development shall then be Occupied as a Use Class C3 residential property that is not restricted to being Occupied as a Self-Build and Custom House-Build Dwelling

4 OBLIGATIONS

- 4.1 The Applicant covenants with the Council that (subject to the provisions of Clause 3, including for the avoidance of any doubt clause 3.5) the provisions of this Deed shall be enforceable against the Applicant
- 4.2 The Applicant covenants with the Council in respect of the Site with the intent that these are planning obligations for the purposes of Section 106 of the Act:
 - 4.2.1 The Development shall be constructed as a Self-Build and Custom House-Build Dwelling; and
 - 4.2.2 Prior to the relevant forthcoming Reserved Matters planning applications sufficient details shall be submitted in writing to the Council to appropriately demonstrate that the Development shall be constructed as a Self-Build and Custom House-Build Dwelling and that the First Occupier of the Dwelling has had primary input into the final design and layout of the Development including (but not limited to) the details (including the name and address) of the person or persons who intends to take up First Occupation of the Self-Build and Custom House-Build Dwelling or shall procure such notification to be approved in writing by the Council (such consent not to be unreasonably withheld or delayed); and
 - 4.2.3 The Dwelling shall not be First Occupied (subject to the provisions of Clause 3.5) unless with the person who at the date of Occupation has had primary input into the final design and layout of the Dwelling and then inhabits the Dwelling as their primary residence for a minimum period of three (3) years following First Occupation; and
 - 4.2.4 Not less than fourteen (14) Working Days prior to entering into a binding agreement for the Development (or transferring it where there is to be no exchange of contracts) to certify and provide written evidence to the Council that the proposed sale of the Development is in accordance with the terms applicable to it in this Deed; and
 - 4.2.5 Not less than fourteen (14) working days prior to the Commencement of Development to provide notice in writing to the Head of Planning of the Council of the same occurring; and

- 4.2.6 Not less than fourteen (14) working days prior to the First Occupation of the Development to provide notice in writing to the Head of Planning of the Council of the same occurring including (but not limited to) the details (including the name and address) of the person or persons who intend to take up First Occupation of the Development
- 4.2.7 To permit reasonable access to the Site prior to Practical Completion of the Development or any part of it at all reasonable times with at least 48 hours' written notice and in compliance with the Applicant's reasonable requirements to permit the Council to inspect the Development for the purpose of securing compliance with the terms of this Deed
- 4.3 The Applicant covenants to pay the Council its reasonable and proper legal cost in the preparation and completion of this Deed on the date hereof in the sum of £75.00.

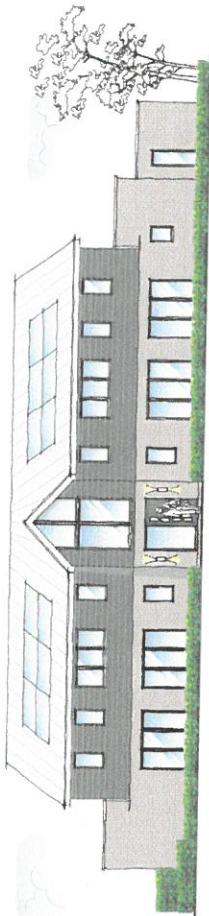
5 **EXECUTION AND DELIVERY**

- 5.1 This document is executed as a deed and is delivered on the date stated at the beginning of this Deed

THE FIRST SCHEDULE

DETAILS OF THE APPLICANT'S TITLE AND DESCRIPTION OF THE SITE

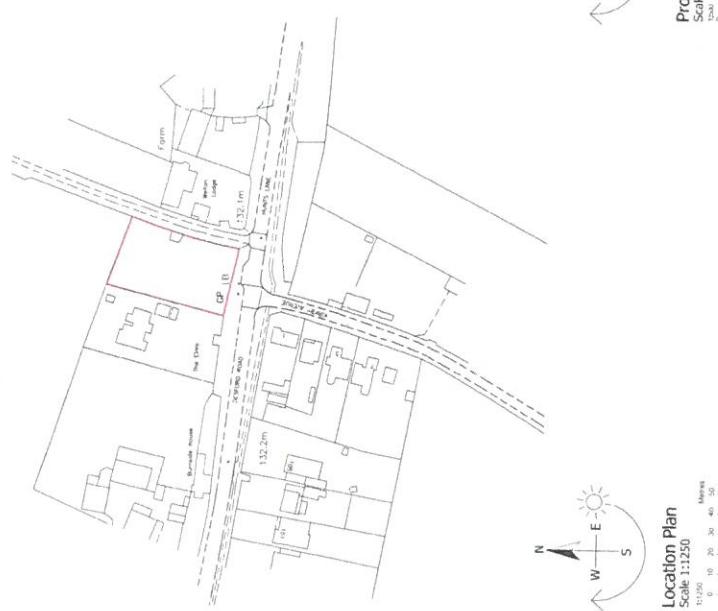
Land adjacent to Welton Lodge, Hunts Lane, Desford, Leicestershire, LE9 9LJ as registered at the Land Registry under title number LT232180 and shown edged red on the Plan for identification purposes only



Illustrative Street Scene From within site
Scale 1:100
0 10 20 30 40 50 60 70 80 90 100 Metres



Proposed Block Plan
Scale 1:500
0 10 20 30 40 50 Metres



Location Plan
Scale 1:1250
0 10 20 30 40 50 Metres

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Robinsons:

OUTLINE PLANNING PROPOSALS

PROPOSED SELF BUILD DWELLING - LAND ADJACENT TO WELTON LODGE - HUNTS LANE - NEWBOLD VERDON - LEICESTERSHIRE

Outline Planning Proposals
Sheet 1 of 2
25.4514.01
Mr R Walker
1st February 2015
At Showman
HS
HS

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

EXECUTED AS A DEED by)
EDITH ROSE WALKER)

Signed: E Walker
Name: EDITH WALKER

In the presence of a witness:

Witness

Signature

Name

Address

Jeremy Tennent
188 STATION ROAD RATBY LE6 0TP

EXECUTED AS A DEED by)
ROBERT MURRAY WALKER)

Signed: R M Walker
Name: ROBERT WALKER

In the presence of a witness:

Witness

Signature

Name

Address

Jeremy Tennent
188 STATION ROAD RATBY LE6 0TP