

**DATED**

4<sup>th</sup> December 2024

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER  
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO LAND AT MANOR VIEW, ASTON FLAMVILLE ROAD,  
BURBAGE, HINCKLEY, LE10 3AA**

between

**JOY JELFS (1)**

**AND**

**DAVD BAILEY (2)**

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

THIS DEED is dated 4<sup>th</sup> December 2024

## **PARTIES**

- (1) **JOY JELFS** of Green Acres, Aston Lane, Aston Flamville, LE10 3AA (**Developer**).
- (2) **DAVID BAILEY** of Cottage Farm Lychgate Lane Burbage LE10 3AQ (**Owner**)
- (3) **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (**Council**).

## **BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Developer has made the Planning Application and is proposing to carry out the Development.
- (C) The Owner is the owner of land adjacent to the proposed Development.
- (D) The Developer gives this undertaking to perform the obligations set out in this deed.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

#### **1.1 Definitions:**

**Development:** the development of the Property described in the Planning Application.

**Plan:** the plan attached to this deed.

**Planning Application:** an application for planning permission registered by the Council under reference number 24/00274/FUL.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application.

#### **1.2 Clause headings shall not affect the interpretation of this deed.**

#### **1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).**

#### **1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.**

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and email.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed).
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the term(s) **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. STATUTORY PROVISIONS**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 This deed comes into effect on the date of grant of the Planning Permission.
- 2.3 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

**3. COVENANTS WITH THE COUNCIL**

The Developer and the Owner covenant with the Council to ensure the following on the land in which the Northwestern visibility splay shown on the Plan is situated:

- (a) **No Obstruction by Plants:** not to plant or allow any plants to remain on the third party land that obstructs, or would reasonably be expected to obstruct, the visibility splay;
- (b) **No Interference:** not to do or allow anything to be done on the third party land that obstructs or interferes with the visibility splay in any way; and
- (c) **Mowing:** to keep the grass mown.

**4. RELEASE**

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in its property, except in respect of any breach subsisting prior to parting with such interest.

**5. DETERMINATION OF DEED**

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Developer; or
- (c) is quashed following a successful legal challenge.

**6. LOCAL LAND CHARGE**

This deed is a local land charge and shall be registered as such by the Council.

**7. THIRD PARTY RIGHTS**

A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**8. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed by JOY JELFS  
in the presence of:

Witness signature:

Witness name:

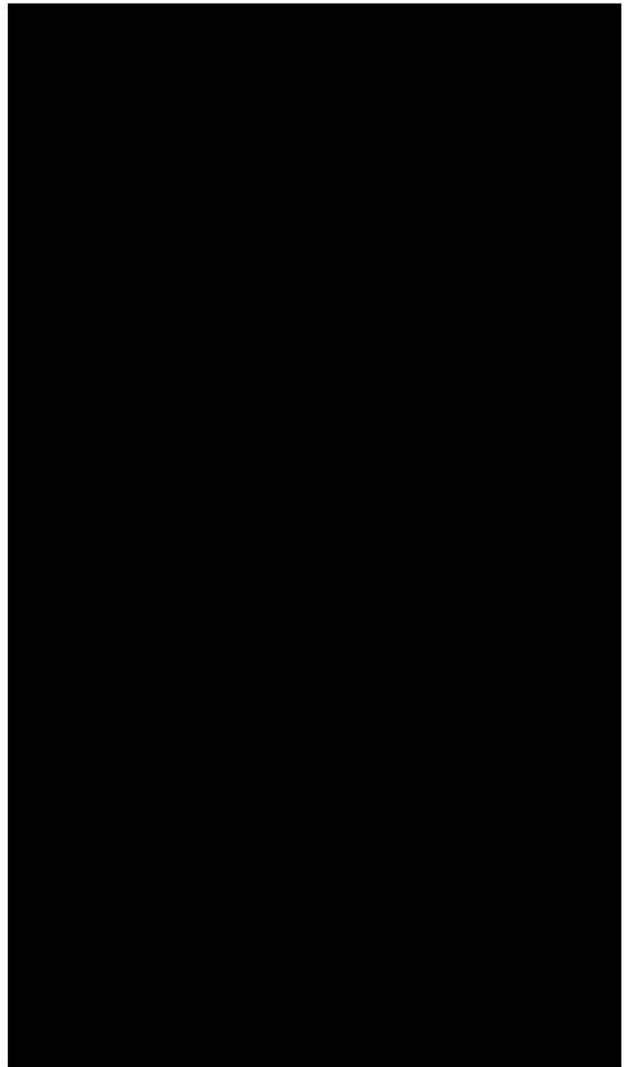
Witness address:

Signed by DAVID BAILEY  
in the presence of:

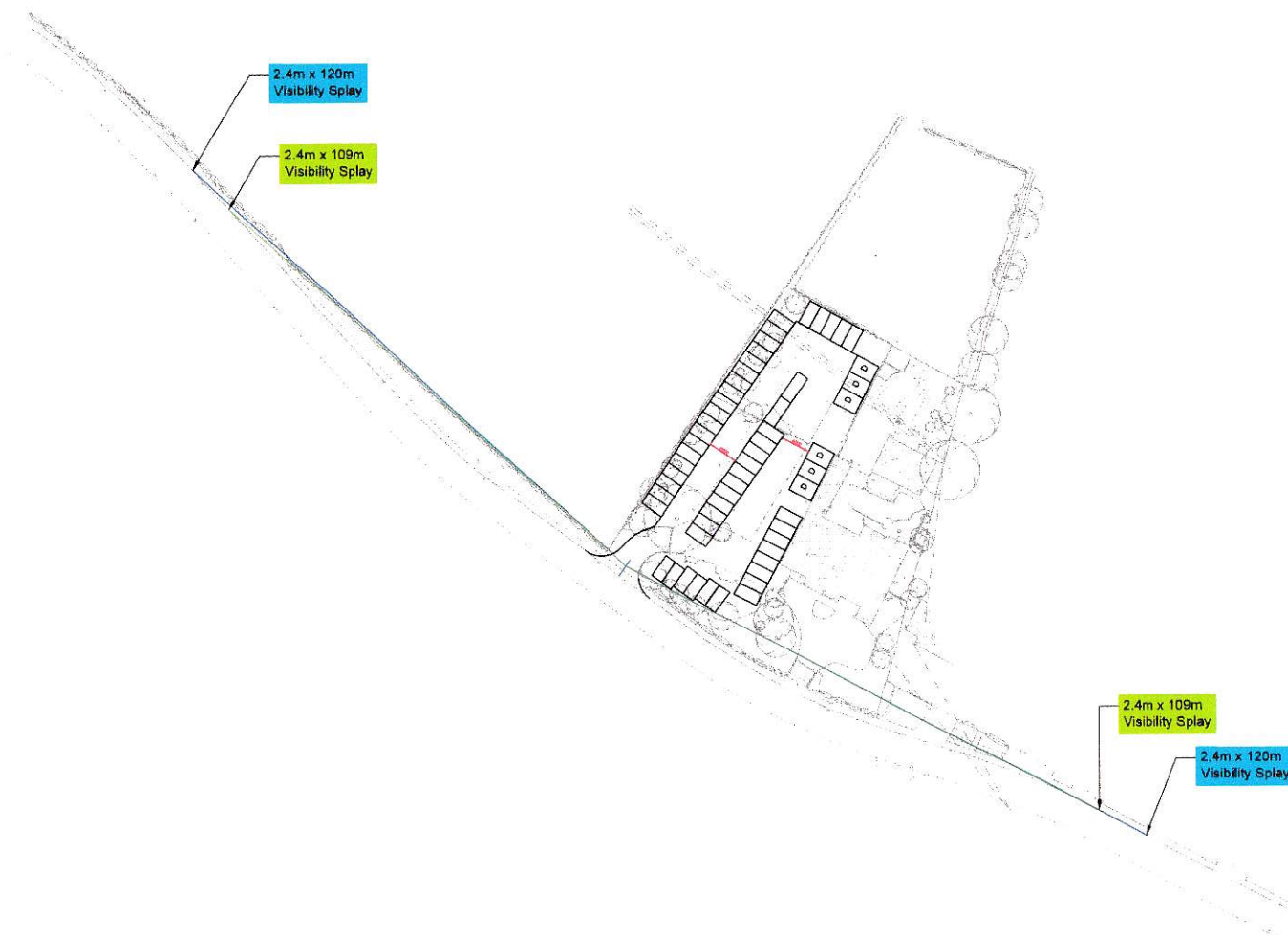
Witness signature:

Witness name:

Witness address:







General Notes

| Rev | Issue Comment | Date |
|-----|---------------|------|
|     |               |      |



SAVOY CONSULTING

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|-----------|
| Client    |
|           |
| Architect |
|           |

Project  
Manor View  
Aston Flamville Road  
Hinckley

Drawing Title  
Visibility Splays

Drawing Number  
DWG-02

Scale & Sheet Size  
1:500 @ A1

