DATED 21.4 2011

TERRANCE
(1) ~~TERENCE~~ ARTHUR POULTON

to

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

UNILATERAL UNDERTAKING

pursuant to s106 Town and Country Planning Act 1990 relating to the demolition of existing building and conversion of remaining industrial buildings to form B1 office use and 17 apartments, land between Upper Bond Street, Druid Street and Neales Yard, Hinckley, Leicestershire, LE10 1RT.

HINCKLEY AND BOSWORTH BOROUGH COUNCIL
COUNCIL OFFICES
ARGENTS MEAD
HINCKLEY
LEICESTERSHIRE

THIS DEED OF UNDERTAKING is dated 21.4 2011

and is given by

TERRANCE T.P.

~~TERENCE~~ **ARTHUR POULTON of 70 Leicester Road, Hinckley, Leicestershire, LE10 1RT ("the Owner")**

to

(1) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Council Offices Argents Mead Hinckley Leicestershire (the `Borough Council`)

BACKGROUND

(A) The Borough Council is the local planning authority for the purposes of the 1990 Act for the Site

(B) The Owner is the registered proprietor of the Site with title absolute under title reference LT 81313

(C) The Owner has submitted the Planning Application to the Borough Council and the Borough 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)
Affordable Housing	means housing to be provided as Social Rented housing or Affordable Housing or Shared Ownership Housing or an intermediate product such as shared ownership or Rent to HomeBuy Units and to be made available to people who

	cannot afford to rent or buy houses generally available on the open market
Affordable Housing Development	means the three apartments to be constructed pursuant to the Permission within the Development and comprising Social Rented Housing and Intermediate Tenure Housing in accordance with the provisions of this deed
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.
Intermediate Tenure Housing	means the one apartment within the Affordable Housing Development constructed pursuant to the Permission and transferred to a Registered Provider under the provisions of this deed for use as intermediate tenure housing
Occupation	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include; (i) daytime occupation by workmen involved in the erection of any part of the Development; or (ii) the use of any apartment(s) for the marketing of the Development; or (iii) the storage of plant and materials and `Occupy` and `Occupied` shall be construed accordingly
Open Market Apartments	means those apartments constructed pursuant to the Permission which are not Affordable Housing

Off-Site Open Space Contribution	A total of Two Thousand Six Hundred and Sixty Four Pounds and Forty Five Pence (£2,664.45) as a contribution towards the provision and/or improvement and maintenance of open space provision at **(i)** Ashby Road Cemetery Hinckley comprising the sum of One Thousand Four Hundred and Thirty Two Pounds and Twenty Pence (£1,432.20) towards the provision and/or improvement of open space ("the Provision Sum") and One Thousand Two Hundred and Thirty Two Pounds and Twenty Five Pence (£1,232.25) towards the maintenance of the said open space ("the Maintenance Sum")
The Plan	the plan annexed hereto and referred to in The First Schedule
The Planning Application	the application for planning permission under Borough Council reference number 11/00058/EXT for the demolition of existing building and conversion of remaining industrial buildings to form B1 office use and 17 apartments, land between Upper Bond Street, Druid Street and Neale's Yard, Hinckley, Leicestershire, LE10 1RT
The Permission	the planning permission proposed to be granted in the form and subject to the conditions annexed or other conditions notified to the Borough Council as accepted by the Owners for the purposes of this deed of obligation
Registered Provider	means a body registered with the Tenants Services Authority as a provider of social housing
Social Rented Housing	means the two apartments within the Affordable Housing Development constructed pursuant to the Permission and transferred to a Registered Provider under the provisions of this deed as Affordable Housing for rent

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 LT81313

2. FORMAL PROVISIONS

This undertaking:

2.1 is given by the Owners to the Borough 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 Owners` 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 Borough Council as the Local Planning Authority

2.5 is executed by the Owners as a deed.

2.6 is a planning obligation for the purposes of section 106 of the 1990 Act

3. CONDITIONS PRECEDENT

The covenants by the Owners in Clause 5 are 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 Owners will cease to have effect.

4. OWNERS` COVENANTS

4.1 The Owners covenant with the Borough Council as set out in the Second Schedule hereto

5 DECLARATIONS

The Owners declare that;

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 liabilities of a party comprising more than one person are obligations 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 the Site or the part thereof in respect of which such breach occurs

Executed as a Deed by the Owners on the date stated at the beginning of it.

THE FIRST SCHEDULE

The Site

All that land and property situate between Upper Bond Street, Druid Street and Neale's Yard, Hinckley Leicestershire LE10 1RT which said land and property is registered at HM Land Registry under title number LT81313 and shown edged red on the Plan.

THE SECOND SCHEDULE

The Owners' Covenants to the Borough Council

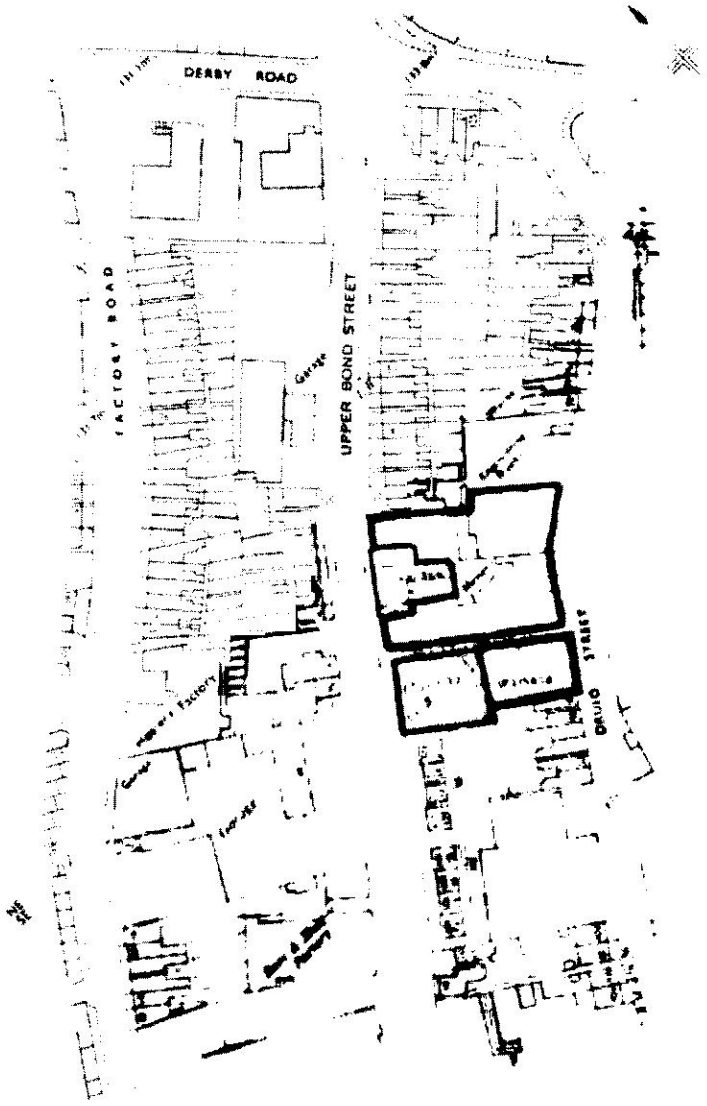
1. No Development shall Commence until the Owners shall have submitted to and obtained the written approval of the Borough Council to plan(s) indicating the location and details of the proposed sizes of the apartments within the Affordable Housing Development.

2. No Open Market Apartment constructed pursuant to the Permission shall be Occupied until the Owners shall have;

a) constructed the Affordable Housing Development, and

b) transferred the freehold of the Affordable Housing Development to a Registered Provider along with sufficient rights and services to enable beneficial occupation at a price agreed with the Registered Provider which shall enable them to let all of the Social Rented Housing to persons in need of Affordable Housing within the Borough of Hinckley and Bosworth in accordance with the terms of this deed.

H.M. LAND REGISTRY		TITLE NUMBER LT81313	
ORDNANCE SURVEY PLAN REFERENCE	SP 4294	SECTION P	Scale 1:1250
COUNTY LEICESTERSHIRE	DISTRICT HINCKLEY AND BOSWORTH		© Crown copyright 1977



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3. The Owners shall notify the Borough Council
a) within 14 days of such transfer of the date of such agreement or transfer referred to in paragraph 2 of this Schedule and of the Registered Provider to whom the Affordable Housing Development was transferred.

4. The Affordable Housing Development shall not be used other than for the provision of Affordable Housing

5. No part of the Social Rented Housing shall be used for any purpose other than for the provision of Affordable Housing for rent to persons in need of Affordable Housing within the Borough of Hinckley and Bosworth and being such person(s) as shall be agreed between the relevant Registered Provider and the Borough Council as being persons who satisfy the following criteria:
(a) Was/were born in the Borough of Hinckley and Bosworth,
(b) Is/are residing in the Borough of Hinckley and Bosworth,
(c) Used to live in the Borough of Hinckley and Bosworth but has/have been forced to move away through lack of Affordable Housing,
(d) Is/are employed in the Borough of Hinckley and Bosworth,
(e) Has/have local connections with the Borough of Hinckley and Bosworth.

PROVIDED THAT if within 28 days of the Registered Provider notifying the Borough Council in writing of an apartment within the Affordable Housing Development becoming vacant no such person(s) satisfying any of the above criteria can be found the Registered Provider may let to any person(s) who satisfy(ies) their normal letting criteria

AND PROVIDED FURTHER THAT

(i) nothing herein shall prevent the Owners from using the Affordable Housing Development for any purpose connected with the Development whilst the Owners are carrying out the residential development thereof; and

(ii) nothing shall prevent the Registered Provider to whom the Affordable Housing Development is transferred from disposing of the Affordable Housing Development or any part thereof under Section 16 of the Housing Act 1996 and following such disposal of the freehold of any part of the Social Rented Housing such part shall be free of the obligations in this paragraph

(iii) the covenants contained in paragraph 5 of the Schedule shall not bind:

(a) any present or future mortgagee or chargee of the Affordable Housing Development
(b) any receiver appointed by such mortgagee or chargee
(c) any person acquiring an interest in an apartment within the Affordable Housing Development under a statutory right to buy or acquire the said apartment

(d) a lessee under a shared ownership lease of an apartment within the Affordable Housing Development granted under in respect of such apartment

(e) a person who has staircased under a shared ownership lease of an apartment within the Affordable Housing Development to acquire the freehold of the said apartment or a mortgagee or chargee of such an apartment

(f) any person deriving title from any such person as is mentioned in (a) to (e) above

6. Before commencement of development the Owner shall have paid the Off-Site Open Space Contribution to the Borough Council.

[redacted] Terrance T.P.

SIGNED as a Deed by the said ~~Teren~~ce Arthur Poulton

the presence of

Name ANN SULLIVAN

Signature [redacted] A Sullivan

Address 25 STONEYGATE DRIVE
HINCKLEY. LEICS

Occupation RETIRED