

DATED

2026

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF
THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND SOUTH OF MARKFIELD
LANE, FIELD HEAD, MARKFIELD

from

DAVIDSONS DEVELOPMENTS LIMITED

and

MARK IAN MCMORRAN and PAUL ANDREW MCMORRAN

in favour of

CHARNWOOD BOROUGH COUNCIL

and

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

THIS DEED is dated

2026

This deed is given by:

- (1) **DAVIDSONS DEVELOPMENTS LIMITED** (company registration number 04346861) whose registered office is at Wilson House, 207 Leicester Road, Ibstock LE67 6HP (**"the First Owner"**); and
- (2) **MARK IAN MCMORRAN** and **PAUL ANDREW MCMORRAN** of 78 Main Street, Newtown Linford, Leicester LE6 0AD (**"the Second Owner"**)

in favour of:

- (3) **CHARNWOOD BOROUGH COUNCIL** of Southfield Road, Loughborough Leicestershire LE11 2TX (**"CBC"**); and
- (4) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (**"HBBC"**)

together the "Parties".

BACKGROUND

- (A) CBC is the local planning authority for the purposes of the TCPA 1990 for that part of the Property that is located within Charnwood Borough as shown edged purple on Plan 2.
- (B) HBBC is the local planning authority for the purposes of the TCPA 1990 for that part of the Property that is located within Hinckley and Bosworth Borough as shown edged green on Plan 2.
- (C) The First Owner is the freehold owner of that part of the Property registered at the Land Registry with title absolute under title numbers LT341694 LT306770 and LT181069.
- (D) The Second Owner is the freehold owner of that part of the Property registered at the Land Registry with title absolute under title number LT309966.
- (E) The First Owner has made the Planning Application and is proposing to carry out the Development.
- (F) The Owners have entered into this Deed with the intention that the obligations contained in this Deed may be enforced by CBC and HBBC against the Owners and their successors in

title pursuant to Section 106 of the Act in the event that both the Planning Permission and the Track Permissions are granted.

AGREED TERMS

1. INTERPRETATION

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

1.1. Definitions:

“Access Path” the pedestrian and cyclist path between the Development and Leicester Road within the area shown edge blue on Plan 1 and which is currently used as an access with and without vehicles to serve existing dwellings and garages

“Access Scheme”: a scheme pursuant to the Track Permissions for the provision of and maintenance in perpetuity of the Access Path to be submitted by the Owners to CBC and HBBC for approval by CBC and HBBC following consultation with the local highway authority and which shall reflect what is approved pursuant to conditions 13 and 17 contained in the CBC Planning Permission and should also include the detail of a gate feature and CCTV to be installed and maintained between the Development pursuant to application reference P/22/1031/2 and the Access Path in the form of a chicane gate and that CCTV should also be installed

“Approval Fee”: the sum of £327 (Three Hundred and Twenty Seven Pounds) payable to HBBC the sum of £192 (one hundred and ninety two pounds) payable to CBC by the Owners for consideration of the acceptability of the Access Scheme

“Commencement of Development”: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations; ground investigations; site survey works; temporary access construction works; and archaeological investigation and erection of any fences and hoardings around the Property and "Commenced" and "Commences" shall be construed accordingly.

“Commencement Date”: the date of Commencement of Development.

“Development”: the development of the Property described in the Planning Application.

“Dwelling” any single dwelling unit constructed on the Property pursuant to the Planning Permission intended for occupation by one or more private individuals and “Dwellings” shall be construed accordingly

“HBBC Monitoring Contribution” the sum of £349 (Three Hundred and Forty Nine Pounds) payable by the First Owner to HBBC for the purpose of monitoring the obligations and provisions contained in this Deed

“Inspection Fee” means the sum of £195 (one hundred and ninety five pounds) payable to CBC to ensure compliance in relation to inspection relating to clause 3.1(d) and any other inspections required pursuant to this Agreement

“Land” the land to which the Planning Application relates as edged red on Plan 1

“Monitoring Contribution” the sum of £234 (two hundred and thirty four pounds payable by the First Owner to the CBC for the purpose of monitoring the obligations and provisions contained in this Deed

“Owners”: the First Owner and the Second Owner

“Occupation”: Occupation of any Dwelling for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” shall be construed accordingly

“Plan 1”: the plan attached to this Deed and labelled ‘Plan 1’

“Plan 2” the plan attached to this Deed and labelled ‘Plan 2’

“Planning Application”: an application for outline planning permission at the Land for the demolition of 287 Markfield Lane, and the development of up to 115 dwellings, together with open space and drainage infrastructure (All Matters Reserved except Access) submitted to CBC and given reference number P/22/1031/2

“Planning Permission”: the planning permission to be granted by CBC in respect of the Planning Application

“Property”: the land shown edged red and blue on Plan 1

“Scheme”: means the Access Scheme

“TCPA 1990”: Town and Country Planning Act 1990

“Track Applications”: the application for full planning permission at that part of the Access Path within the administrative area of HBBC for works to include, resurfacing and the installation of lighting columns to the existing access track from Leicester Road to the adjacent land (which is subject to a planning application for residential development under CBC reference: P/22/1031/2) for the use of pedestrians and cyclists, with retained vehicular access for the existing residential property submitted to HBBC and given reference number 25/00700/FUL and the application for full planning permission at that part of the Access Path within the administrative area of CBC for works to include, resurfacing and the installation of lighting columns to the existing access track from Leicester Road to the adjacent land and existing residential property (which is subject to a planning application for residential development under CBC reference: P/22/1031/2) for the use of pedestrians and cyclists, with retained vehicular access for the existing residential property submitted to CBC and given reference number P/25/1333/2

“Track Permissions” the planning permissions to be granted by HBBC and CBC in respect of the Track Applications

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 e-mail.
- 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) from time to time.
- 1.12. References to clauses are to the clauses of this deed.
- 1.13. Any words following the terms 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. The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owners with the intention that they bind the interests held in the Property and their respective successors and assigns.
- 2.3. This deed shall come into effect on the date of grant of the Planning Permission and the Track Permissions.
- 2.4. The obligations contained in clause 3 of this deed are enforceable by the CBC and HBBC as relevant in accordance with section 106 of the TCPA 1990.
- 2.5. No statutory undertaker shall be bound by any obligations, rights and duties contained in this deed and/or be liable for any breach of a covenant and/or obligation contained in this deed in respect of any site used only as an electricity substation, gas governor or pumping station.
- 2.6. No purchaser of an individual dwelling on the Development shall be bound by any obligations, rights and duties contained in this deed and/or be liable for any breach of a covenant and/or obligation contained in this deed.
- 2.7. Nothing in this deed shall be construed as prohibiting or limiting any right to develop any part of the Development in accordance with a planning permission (other than the Planning Permission and Track Permissions) granted (whether or not on appeal) after the date of this deed.
- 2.8. Nothing in this deed restricts or is intended to restrict the exercise by CBC or HBBC of any powers exercisable by it under the TCPA 1990 or under any other act or any statutory instrument, order or byelaw in the exercise of their functions or discretions as a local authority.
- 2.9. The Owners shall give the Council written notice of any change in ownership of their respective interest in the Property within 14 days of the change taking place in accordance with clause 11 of this Deed.

3. COVENANTS TO CBC AND HBBC

- 3.1 The Owners covenants in favour of CBC:

- (a) To pay the Monitoring Contribution and Inspection Fee to CBC before the Commencement Date
- (b) To pay the Inspection Fee to CBC if the need for any further inspection related to this Agreement arises before the inspection takes place
- (c) To serve notice on CBC that the transfer of the Access Path has been completed together with evidence in the form of a copy of the transfer deed
- (d) Not to allow or permit the Commencement of Development until the First Owner has acquired the entire area of the Access Path from the Second Owner
- (e) Not to Occupy or allow to be Occupied any Dwellings pursuant to application reference P/22/1031/2 until the Access Scheme has been approved by CBC and HBBC and the works pursuant to the Track Permissions have been completed to the reasonable satisfaction of HBBC and CBC and that conditions 13 and 17 pursuant to the CBC Track Permissions have been complied with to CBC's reasonable satisfaction and that CBC have inspected the Access Scheme and are satisfied that it links application P/22/1031/2 and Leicester Road

3.2 The Owners covenant in favour of CBC and HBBC:

- (a) to submit the Access Scheme to CBC and HBBC before the Commencement Date and not to Commence until the Access Scheme has been submitted to and approved by CBC and HBBC.
- (b) to pay the Approval Fee to HBBC and CBC on submission of the Access Scheme
- (c) to give at least 10 Working Days written notice to the Council of the Commencement Date.
- (d) to comply with the approved Access Scheme (subject to the Commencement of Development) and to ensure that access over and along the Access Path will be available before first Occupation and thereafter at all times in perpetuity for members of the public on foot and/or cycle unless otherwise agreed in advance in writing with CBC (Head of Planning and Growth or appropriate officer with equivalent delegated authority for the time being of the Council) and HBBC
- (e) to ensure that every transfer of land contained in the Property comprising or including a Dwelling constructed pursuant to the Planning Application shall include the express grant of a right of way to the transferee of that land to use the Access Path on foot or by cycle as a route between the Development and Leicester Road, Markfield
- (f) that (subject to the Commencement of Development) the Access Path shall:
 - not be used for any purpose other than the continued use of the Access Path for all persons who have an existing lawful right to pass over it with or without

vehicles and for use by members of public on foot and/or by cycle as a route between the Development and Leicester Road, Markfield

- be kept in reasonable repair and a clean and tidy condition to enable its continued use as a pedestrian and cycle path;

(g) on any transfer of the Access Path or transfer of part thereof to procure that the transfer shall include a covenant in similar terms to this clause 3.2 (e)

(h) on any transfer of the Access Path or transfer of part thereof to apply for entry on the register of the title to the Access Path or part thereof of the following restriction:

No transfer of that part of the registered estate being shown edged blue on the plan (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 3.2 (d) of the Unilateral Undertaking dated [] given by (1) Davidsons Developments Limited and (2) Mark Ian McMorran and Paul Andrew McMorran to (3) Charnwood Borough Council and (4) Hinckley and Bosworth Borough Council have been complied with or that they do not apply to the disposition.

3.3 The Owners covenants in favour of HBBC to pay the HBBC Monitoring Contribution to HBBC before the Commencement Date

4. RELEASE

4.1 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 the Property or the part in respect of which such obligation relates or such breach occurs, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

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

- (a) expires before the Commencement of Development; or
- (b) is quashed and refused upon redetermination, varied or revoked other than at the request of the Owners

5.2. It is agreed and declared that 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.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by CBC and HBBC.

7. OWNERSHIP

7.1. The First Owner warrants that no person other than the First Owner has any legal or equitable interest in the part of the Property owned by the First Owner and the Second Owner warrants that no person other than the Second Owner has any legal or equitable interest in the part of the Property owned by the Second Owner other than access rights.

7.2. Until the obligations in clause 3 have been complied with the Owners will give to CBC and HBBC within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

8. NOTICES

8.1. A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

8.2. Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

- (a) to the CBC at: Council Offices, Southfield Road, Loughborough, LE11 2TX marked for the attention of the Head of Planning and Growth;
- (b) to the HBBC at: Hinckley Hub, Rugby Road, Hinckley LE10 0FR marked for the attention of the Head of Planning and Regeneration;
- (c) to the First Owner and the Second Owner in accordance with the address details contained within this Deed.

or as otherwise specified by the relevant person by notice in writing to each other person.

8.3. Any notice or other communication given in accordance with clause 8 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

8.4. A notice or other communication given under this deed shall not be validly given if sent by e-mail.

8.5. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. WAIVER

No waiver (whether express or implied) by CBC or HBBC 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 CBC or HBBC from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. VAT

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

11. THIRD PARTY RIGHTS

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

12. 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.

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

Executed as a deed by **DAVIDSON'S DEVELOPMENTS LIMITED**

acting by.....a director

and a director

Executed as a deed by **Mark Ian McMorran**
in the presence of:

.....

.....
SIGNATURE OF WITNESS

.....
NAME

.....

.....

.....
ADDRESS

.....
OCCUPATION

Executed as a deed by **Paul Andrew McMorran**

in the presence of:

.....

.....
SIGNATURE OF WITNESS

.....
NAME

.....

.....

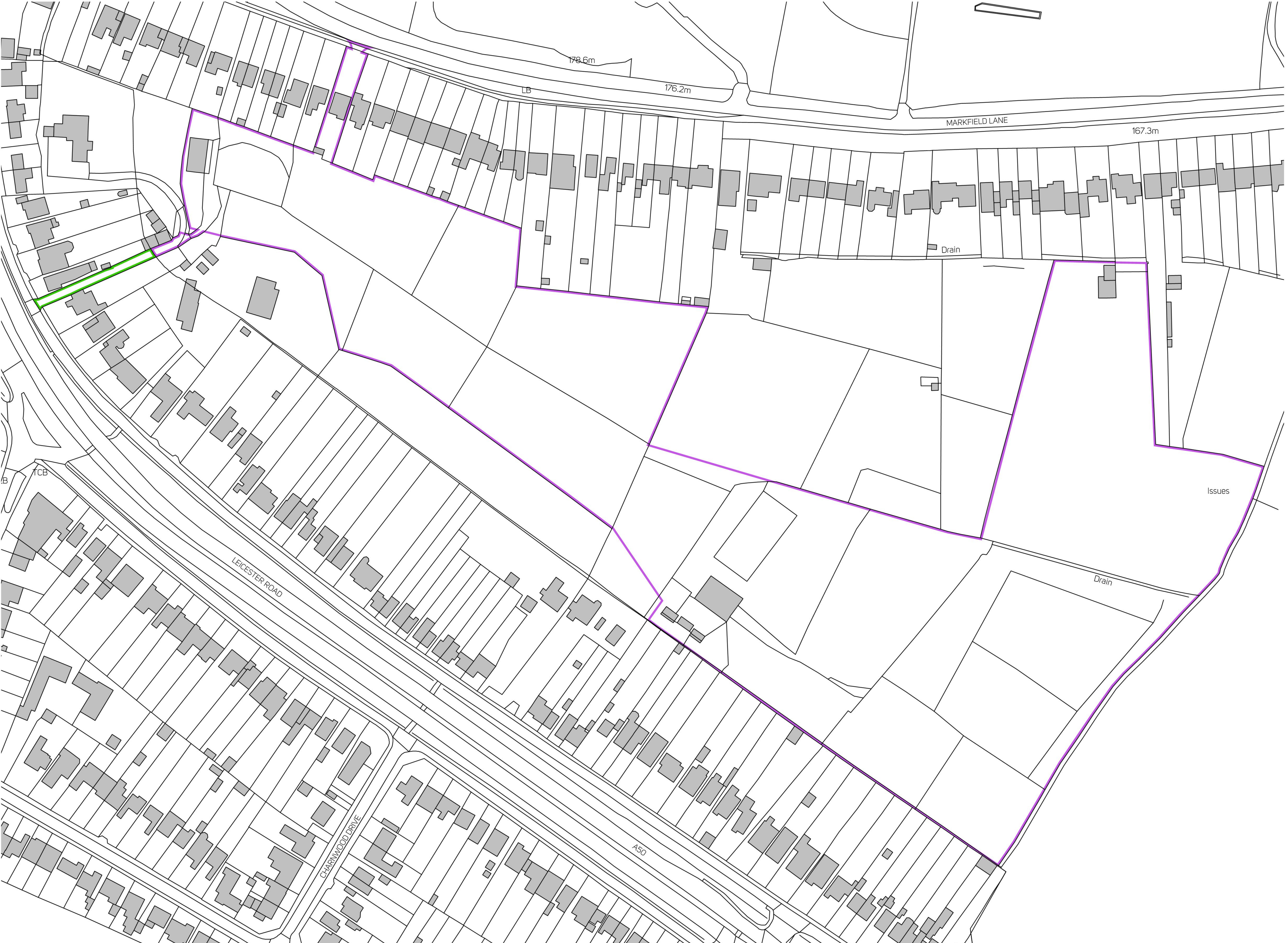
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ADDRESS

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OCCUPATION

Plan 1



Plan 2



Key

Land to be bound by s106 Agreement within Charnwood Borough Council's area

Land comprising the Access Path within Hinckley and Bosworth Borough Council's area



nineteen47
CHARTERED TOWN PLANNERS
& URBAN DESIGNERS

Project
Markfield Lane, Markfield

Drawing Title
S106 Plan

Project Code	Drawing Nr	Rev
n1745	400	A
Date	Drawing Scale	
18.10.2024	1:1,250 @ A2	