

DATED

2025

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, LEICESTERSHIRE LE10 3AA
(Planning reference: 24/00274/FUL)

between

JOY JELFS (1)

and

LEONARD BAILEY, KEITH BAILEY, and DAVID BAILEY (2)

TO

HINCKLEY & BOSWORTH BOROUGH COUNCIL (3)

and

LEICESTERSHIRE COUNTY COUNCIL (4)

THIS DEED is dated

2025

PARTIES

- (1) **JOY JELFS** of Green Acres, Aston Lane, Aston Flamville, Hinckley LE10 3AA
(Developer)
- (2) **LEONARD BAILEY** of Manor Farm Coventry Road Pailton Rugby CV23 0QA, **KEITH BAILEY** of Manor Farm Burbage Hinckley LE10 2BD, **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)**
- (4) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester LE3 8RA **(County Council)**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Town and County Planning Act 1990 (as amended) for the area in which the Property and the Visibility Land are situated.
- (B) The County Council is the local highway authority for the area in which the Property and the Visibility Land are situated.
- (C) The Developer has made the Planning Application and is proposing to carry out the Development.
- (D) The Owner is the owner of the Visibility Splay Land, which forms part of land subject to an option by Jelson.
- (E) The Owner 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:

Commencement of Development:¹ the carrying out in relation to the Development of

any material operation as defined by section 56(4) of the TCPA 1990.

Commencement of Development of the Proposed Access Strategy: the carrying out of any material operation as defined by section 56(4) of the TCPA 1990 in relation to the Proposed Access Strategy.

Development: extensions and alterations of existing ancillary building to form early years day nursery (Class E) with associated car parking.

Jelson: Jelson Limited (company registration number 00571641) whose registered office is situated at 370 Loughborough Road, Leicester LE4 5PR.

Location Plan: the plan attached to this deed at Appendix 1.

Planning Application: the application for planning permission for the Development 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.

Property: the land edged red on the Location Plan being the land at Manor View, Aston Flamville Road, Burbage.

Proposed Access Strategy: the proposed access strategy approved by conditions 5 and 14 of planning permission 23/00673/OUT granted by the Council (Tetra Tech Drawing A109159-TTE-00-ZZ-DR-H0004-P07) attached to this deed at Appendix 3, or any other alternative access strategy approved in writing by the Council from time to time.

Visibility Splay Land: the land adjoining the Development owned by the Owner as indicated on the Visibility Splay Land Plan.

Visibility Splay Land Plan: drawing number DWG-03 being the plan attached to this deed at Appendix 2.

- 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 or the County 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.
- 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 Town and Country Planning Act 1990 (as amended), section 111 of the Local Government Act 1972 (as amended), section 1 of the Localism Act 2011 (as amended) and any other enabling powers.
- 2.2 Save for the provisions of this clause 2, clause 6, clause 7, clause 8 clause 9 and clause 10 (which come into effect on the date hereof), this deed comes into effect on the date of grant and issue of the Planning Permission.

- 2.3 The obligations contained in clause 3 of this deed are enforceable by the Council and the County Council in accordance with section 106 of the Town and Country Planning Act 1990 (as amended).

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council and the County Council as follows:

- (a) not to plant anything on the Visibility Splay Land or allow any plants to remain on the Visibility Splay Land that obstruct, (or would reasonably be expected to obstruct), the visibility splay for the access to the Property;
- (b) not to do or allow anything to be done on the Visibility Splay Land that obstructs or interferes with the visibility splay for the access to the Property in any way; and
- (c) to mow the grass on the Visibility Splay Land and to keep the same in a tidy condition.

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 :

- (a) if the Planning Permission expires before the Commencement of Development;
- (b) if the Planning Permission is varied or revoked other than at the request of the Developer;
- (c) if the Planning Permission is quashed following a successful legal challenge; or
- (d) on the Commencement of Development of the Proposed Access Strategy.

6. LOCAL LAND CHARGE

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

~~6.2 On the written request of the Developer or Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs), the Council shall issue a written confirmation of that performance or discharge.~~

~~6.3 Following the performance and full satisfaction of all the terms of this deed or if this~~

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~~deed is determined pursuant to clause 5 (and subject to the payment of the Council's reasonable and proper costs and charges), the Council shall on the written request of the Developer or the Owner cancel all entries made in the local land charges register in respect of this deed.~~

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 (as amended) 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.

9. LEGAL FEES

- 9.1 The Developer covenants to pay to the Council on the date of this deed the Borough Council's reasonable and proper legal costs incurred in connection with the preparation, completion and registration of this deed.
- 9.2 The Developer covenants to pay to the County Council on the date of this deed the County Council's reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of this deed.

10. OWNERSHIP

- 10.1 The Developer warrants that no person other than the Developer has any legal or equitable interest in the Property.
- 10.2 The Owner warrants that no person other than the Owner and Jelson has any legal or equitable interest in the Visibility Splay Land.
- 10.3 The Developer will give to the Council and the County Council within 10 (ten) 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 Development:
- (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.
- 10.4 The Owner will give to the Council and the County Council within 10 (ten) 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 Visibility Splay Land:
- (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.

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

Signed as a Deed by JOY JELFS in the presence of:

Witness signature:

Witness name:

Witness address:

Signed as a Deed by LEONARD BAILEY in the presence of:

Witness signature:

Witness name:

Witness address

Signed as a Deed by KEITH BAILEY in the presence of:

Witness signature:

Witness name:

Witness address:

Signed as a Deed by DAVTD BAILEY in the presence of:

Witness signature:

Witness name:

Witness address:

APPENDIX 1

Location Plan



APPENDIX 2

Visibility Splay Land Plan



APPENDIX 3 Proposed Access Strategy

