

Dated

23rd December

2022

BARBARA LOUISE TUCKER

(1)

HYDE CLOSE LTD

(2)

CHARNWOOD BOROUGH COUNCIL

(3)

DEED OF UNILATERAL UNDERTAKING

**Under section 106 of the Town and Country Planning
Act 1990**

Buddon Lane, Quorn, Leicestershire P/21/1093/2

THIS DEED is made the 23rd day of December 2022

BY

- (1) **BARBARA LOUISE TUCKER** of Woodclose, Wyvernho Drive, Quorn, Loughborough LE12 8AP; and

HYDE CLOSE LTD company number 13214018 whose registered office is at 1110 Elliott Court Coventry Business Park, Herald Avenue, Coventry, West Midlands, United Kingdom, CV5 6UB (together "the Owners") **IN FAVOUR OF:**

- (2) **CHARNWOOD BOROUGH COUNCIL** of Southfield Road, Loughborough, Leicestershire, LE11 2TX ("the Council")

BACKGROUND

- (A) This Deed is made under Section 106 of the Town and Country Planning Act 1990.
- (B) The Owners own the freehold interest in the Land which is part of the land registered at HM Land Registry under title number LT406214
- (C) The Council is a local planning authority for the purposes of the Act for the area within which the Land is situated and has resolved to grant the Planning Permission subject to the prior completion of this Deed to provide the Biodiversity Contribution.
- (D) The Owners have entered into this Deed in order to secure the Biodiversity Contribution.

DEFINED TERMS

Act	Means the Town and Country Planning Act 1990 (as amended)
Application	Means the planning application submitted to the Council and bearing reference number P/21/1093/2
Biodiversity Contribution	Means the sum of £44,944.00 Index Linked payable by the Owners to the Council for the Council to commit to biodiversity enhancements in Quorn in the form of a compensatory biodiversity scheme in the vicinity of the Land
Commencement of Development	Means the date upon which the Development shall be implemented by the carrying out on the Land pursuant to the Planning Permission of a material operation specified in Section 56 of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries and laying out of access roads and services

	shall for the purposes of this Deed be deemed not to be material operations
Development	Means the development of 2 dwellings as set out in the Application
Index Linked	Means adjusted in accordance with any variation in the BCIS Index between the date of this Deed and the date of payment
Interest	Means 5% above the base lending rate from time to time of Barclays Bank PLC
Monitoring Costs	Means the sum of £526.00 Index Linked and payable by the Owners to the Council towards the Council's costs of monitoring this Deed and the Development
Land	Means the land shown with a red outline on the plan attached to this Deed as comprised in the Application
Planning Permission	Means the planning permission to be granted by the Council bearing reference number P/21/1093/2

OPERATIVE PROVISIONS

1 CONSTRUCTION

- 1.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed
- 1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.3 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 interchangeably in that manner
- 1.4 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.
- 1.5 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

Safety Health and Environmental Information **A3**

The following risks are identified as unusual or unfamiliar to a competent contractor

CONSTRUCTION

DEMOLITION RISKS (FUTURE)

It is assumed that all work will be carried out by a competent contractor working, where appropriate, to an approved method statement

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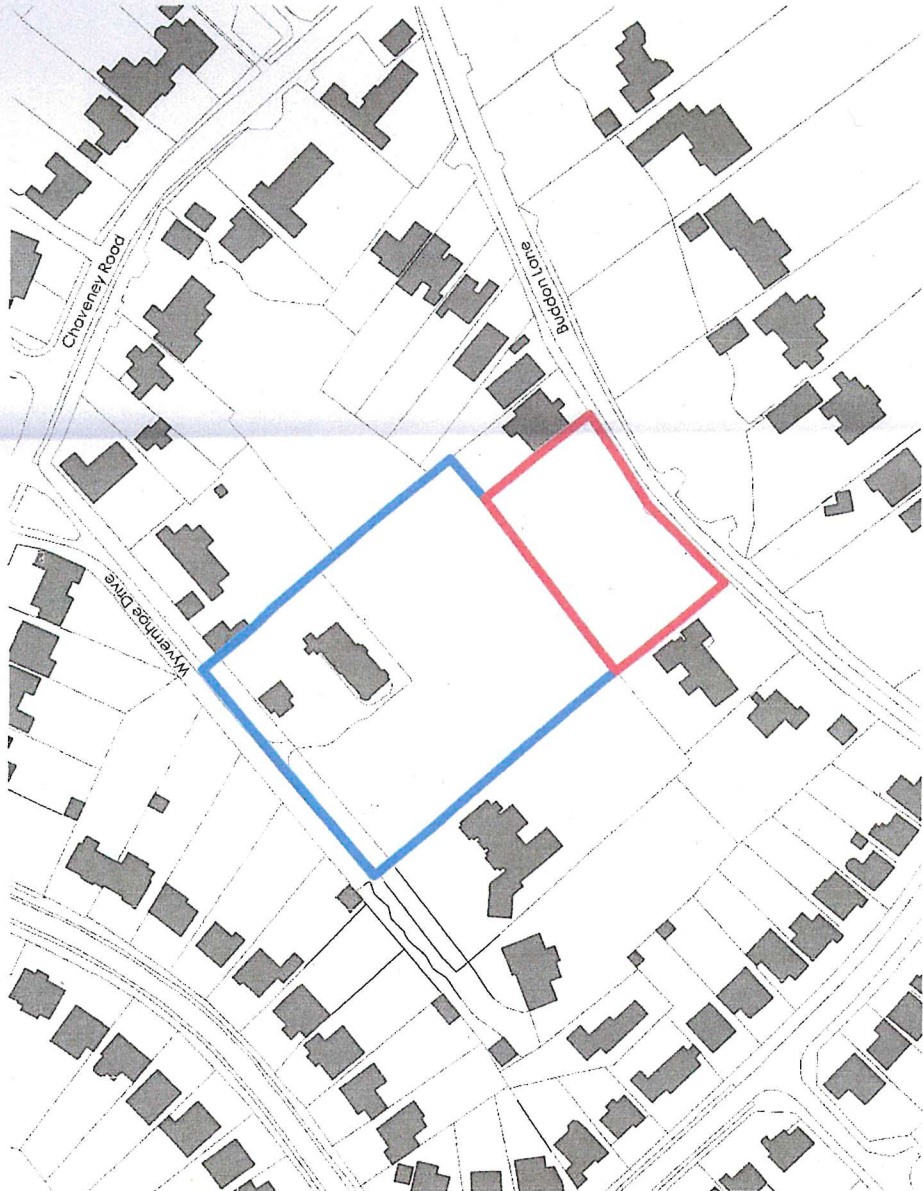
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REV	DETAILS	DATE	REVISION
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brownhill hayward brown
chartered architects

DRAWING NO.		3655 - 01	
Site Location Plan		REV	
Site Name		DATE	
PLANNING		1:1250 @ A3	
DRAWN BY		CHECKED BY	
DATE		DATE	



Location Plan 1:1250

- 1.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions

- 1.7 The headings are for reference only and shall not affect construction

2 LEGAL BASIS

This Deed is entered into pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972A and Section 1 of the Localism Act 2011 and all other powers enabling the Council in that regard and shall be deemed to be a planning obligation for the purposes of section 106 of the 1990 Act and shall be enforceable by the Council against the Owners and their successors in title

3 COMMENCEMENT

This Deed shall take effect upon completion and the Biodiversity Contribution shall be payable subject to the grant of Planning Permission AND enforceable subject to the Commencement of Development.

4 OWNERS COVENANTS

The Owners covenant to the Council to perform the obligations and to bind the Land as set out in the Schedule to this Deed

5 COUNCIL'S COSTS AND FEES

The Owners covenant to pay the following to the Council:

- 5.1 The Council's reasonable legal costs incurred in its consideration of this Deed in the sum of £750.00 on completion of this Deed
- 5.2 The Monitoring Fee prior to the Commencement of the Development

6 INTEREST AND INDEXATION

- 6.1 If any payment due to the Council under the terms of this Deed is paid late Interest shall become due on top of the sum due to be paid at a daily rate from the date the payment first fell due until the date of payment of the sum due in full to the Council
- 6.2 All sums payable to the Council under this Deed shall be Index Linked

7 NOTICES

Any notice to be given pursuant to this Deed shall be sent to the Party at the address given for that Party at the start of this Deed and in the case of any notice to be given to the Council

shall be sent marked for the attention of the Head of Planning and Growth, save where an alternative address for service of notices has been notified to the Parties beforehand

8 JURISDICTION

The parties to this Deed submit to the exclusive jurisdiction of the competent courts of England and this Deed shall be construed in accordance with the law of England

9 REGISTRATION OF THIS AGREEMENT

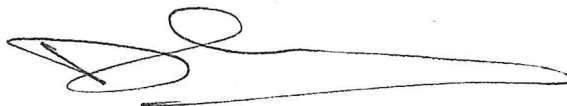
This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges.

THE SCHEDULE

1. The Owners covenant to pay the Biodiversity Contribution prior to the Commencement of Development AND not to cause or permit the Commencement of Development until they have paid the Biodiversity Contribution to the Council in full.
2. The Owners shall give the Council written notice of the Commencement of the Development within 5 days of its occurrence

EXECUTED and DELIVERED as a DEED by the parties hereto the day and year first before written.

EXECUTED as a Deed by)



HYDE CLOSE LTD)

David J. TUCKER.

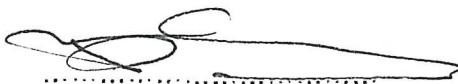
acting by a Director and)



Secretary or by two Directors)

RICHARD B S TUCKER

Director



Print Name

DAVID J. TUCKER

~~Director~~/Secretary

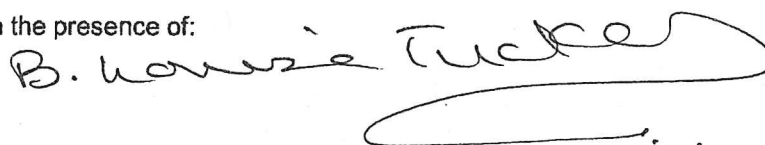


Print Name

RICHARD B J TUCKER

SIGNED as a DEED by

BARBARA LOUISE TUCKER in the presence of:



Witness' Signature:



Witness' Name: CHRISTIE MOUNTFORD

Witness' Address: SCOTT'S COTTAGE

LOWER HIGH STREET

CHIPPING CAMPDEN

GLOUCESTERSHIRE

GL55 6DY