

Dated 18th November 2019

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING
UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990
RELATING TO LAND AT HILL TOP FARM, EASTFIELD LANE, HOOD
GREEN, SHEFFIELD, S35 7AY**

BY

Ian Robinson and Claire Robinson

TO

BARNSELY METROPOLITAN BOROUGH COUNCIL

THIS DEED is dated 18th November 2019

(1) **Ian Robinson and Claire Robinson both** of Bird Lane Farm, Bird Lane, Oxspring, SHEFFIELD, S36 8YD. ("**the Owner**").

TO

(2) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire (S70 2TA) ("**the 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) Claire Robinson is owner of the Property.
- (C) This deed is executed with the concurrence of Ian Robinson
- (D) The Owner has submitted the Prior Notification in relation to the Development on the Property. The Owner and the Council wish to secure that the Development proposed in the Prior Notification and the amenity of the occupants of the Dwellings is not prejudiced by incompatible user of the Agricultural Buildings. The Owner has agreed to execute this section 106 agreement by unilateral obligation to make appropriate provision for the control of future use of the Agricultural Buildings.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:

Agricultural Buildings means those buildings identified on the Plan edged in red – see Appendix 1

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

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Development: the development of the Property by the provision of Dwellings as described in the Prior Notification

Dwelling: any residential accommodation proposed to be constructed under the Prior Notification

GDPO means the Town and Country Planning (General Permitted Development) Order 2015

Schedule 2, Part 3, Class Q

Plan: the attached plan so marked

Prior Notification the prior notification submitted to the Council under para W of the GDPO and given reference 2019/1248 & 2019/1249

Planning Permission: the planning permission granted under Class Q of Part 3 of the GDPO pursuant to the Council granting approval to the Prior Notification

Property: land at Hill Top Farm, Eastfield Lane, Hood Green, Sheffield, S35 7AY edged red on the Plan and registered at the Land Registry under title number SYK501993

TCPA 1990: Town and Country Planning Act 1990.

Working Day: a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 1.6 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.7 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 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.
- 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 Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of this Deed.
- 2.4 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 Owner covenants with the Council:

- 3.1 Following Commencement of Development and for so long as any Dwelling is occupied for residential purposes the Agricultural Buildings will not be used for any purpose other than for residential purpose unless such alternative purpose has been approved in writing by the Council.

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 the 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 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. **COUNCIL'S COSTS**

The Developer shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed in the sum of £500.

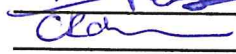
8. **OWNERSHIP**

- 8.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

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
IAN ROBINSON
CLAIRE ROBINSON
in the presence of:

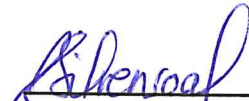




Signature of witness

Name (in block capitals)

Address



BETH SILVERWOOD

10 White Cross Court

Cuckworth

Barnsley
S72 8GB

Appendix 1

