

Dated 4 June 2024

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING
UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990
RELATING TO LAND AT ROYD MOOR HOUSE FARM BUNGALOW,
ROYD MOOR ROAD, THURLSTONE, SOUTH YORKSHIRE S36 7RD**

BY

CHARLIE WILKINSON and TAYLOR MCDONALD

TO

BARNSELY METROPOLITAN BOROUGH COUNCIL

THIS DEED is dated

4 June

2024

- (1) **CHARLIE WILKINSON** and **TAYLOR MCDONALD** of Royd Moor House Farm Bungalow, Royd Moor Road, Thurlstone, South Yorkshire S36 7RD ("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) The Owner owns the Property pursuant to a transfer of the freehold of the Property dated 7th August 2023 made between Brenda Davis (the transferor) and the Owner
- (C) The Owner has submitted the Application given reference 2023/0630 in relation to the proposed Development on the Property. The Owner and the Council wish to secure that the Development proposed in the Application is not prejudiced by incompatible development pursuant to the Existing Planning Permission reference 2022/0648 The Owner has agreed to execute this section 106 agreement by unilateral obligation to make appropriate provision for the control of future development under the Existing Planning Permission.

AGREED TERMS.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:
- 1.2 **Application** means the planning application submitted by the Owner to the Council given reference 2023/0630 for Proposed ground and first floor extensions to dwelling including attached garage and forgoing of permission for previously approved development under planning permission ref 2022/0648 for the Erection of detached garage and rendering of house
- 1.3 **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.
- 1.4 **Commenced and Commences** shall be construed accordingly.
- 1.5 **Commencement Date:** the date of Commencement of Development.
- 1.6 **Development:** the development of the Property as described in the Application

- 1.7 **Existing Planning Permission** means the planning permission granted by the Council under reference 2022/0648 for the Erection of detached garage and rendering of house
- 1.8 **Existing Development** means the development approved under the Existing Planning Permission.
- 1.9 **Implementation**^{ed} means the carrying out of a material operation within the meaning of section 56 of the TCPA 1990
- 1.10 **Plan** : the attached plan so marked.
- 1.11 **Planning Permission**: the planning permission granted pursuant to the Application
- 1.12 **Property**: land at Royd Moor House Farm Bungalow, Royd Moor Road, Thurlstone, South Yorkshire S36 7RD edged red on the Plan and registered at the Land Registry under title number SYK617216 and SYK617220
- 1.13 **TCPA 1990**: Town and Country Planning Act 1990.
- 1.14 Clause headings shall not affect the interpretation of this deed.
- 1.15 A **person** includes a natural person, corporate or unincorporated body
- 1.16 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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 the grant of the Planning Permission the Existing Development approved under the Existing Planning Permission will not be Implemented and no works whatsoever shall be carried out under the Existing Planning Permission.
- 3.2 Following the grant of the Planning Permission the Council shall be entitled to revoke the Existing Planning Permission by an order under section 99 of the 1990 Act and the Owner undertakes not to object to such an order made by the Council in these circumstances.

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

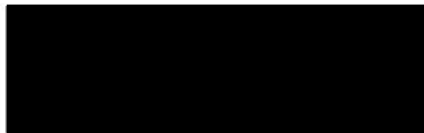
The Developer shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed in the sum of £750 (seven hundred and fifty pounds).

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.

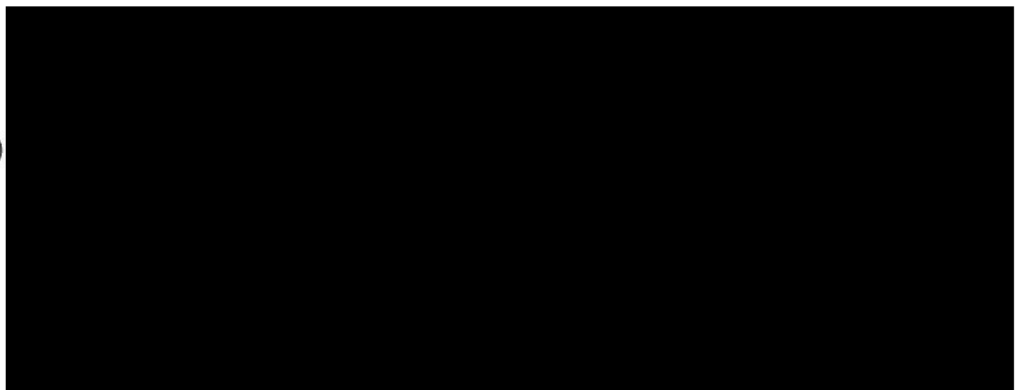
SIGNED as a DEED by
CHARLIE WILKINSON
in the presence of:



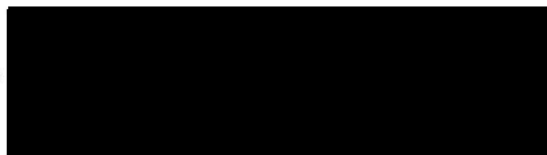
Signature of witness

Name (in block capitals)

Address



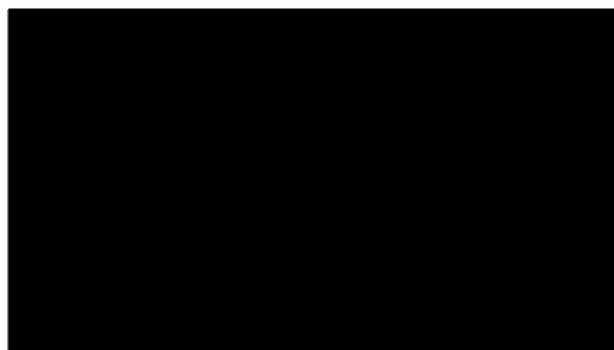
SIGNED as a DEED by
By TAYLOR MCDONALD
in the presence of:



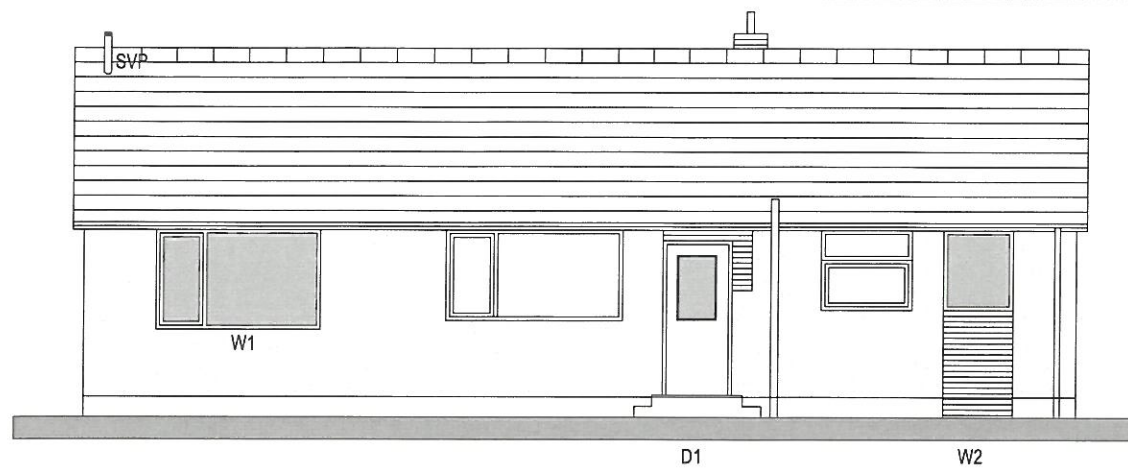
Signature of witness

Name (in block capitals)

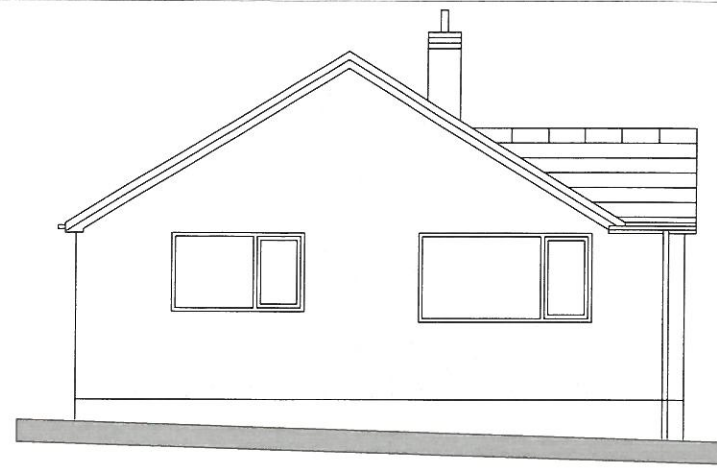
Address



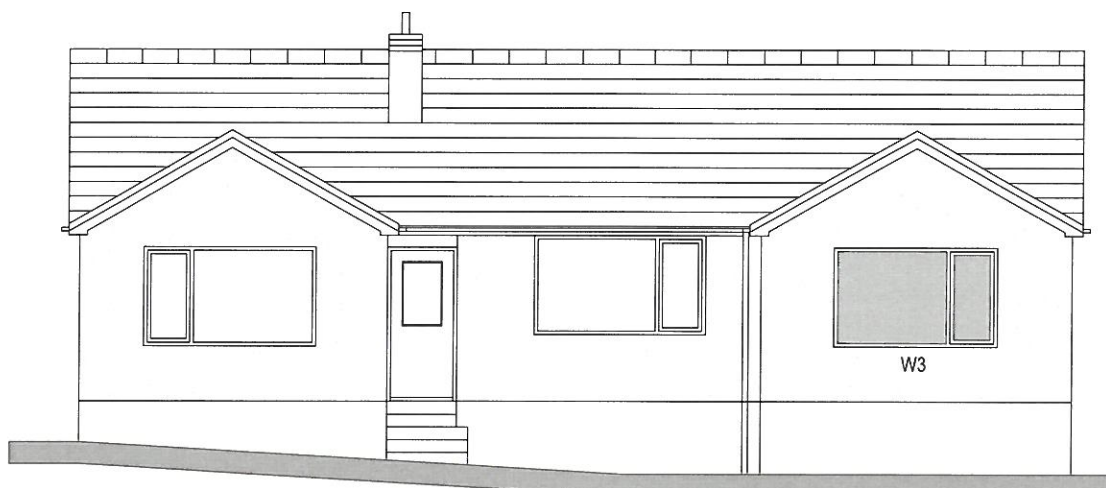




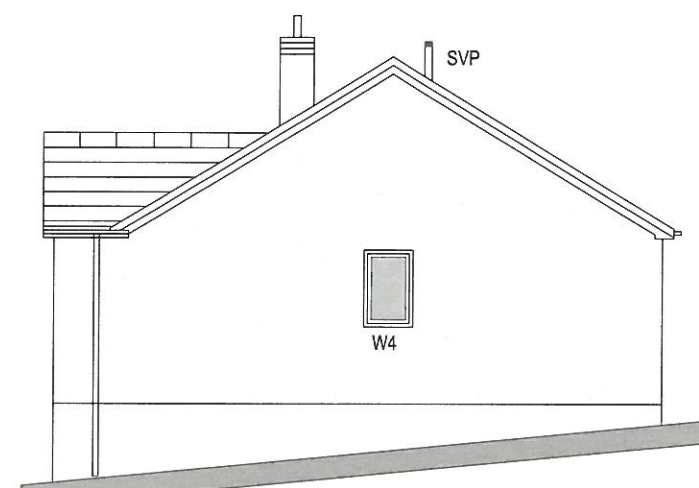
WEST ELEVATION



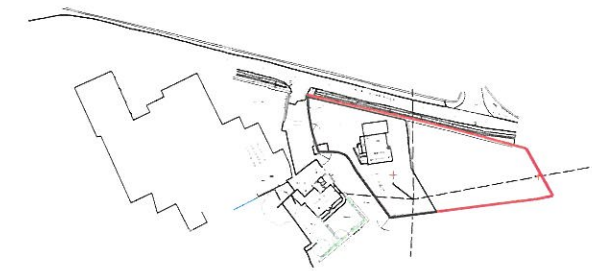
SOUTH ELEVATION



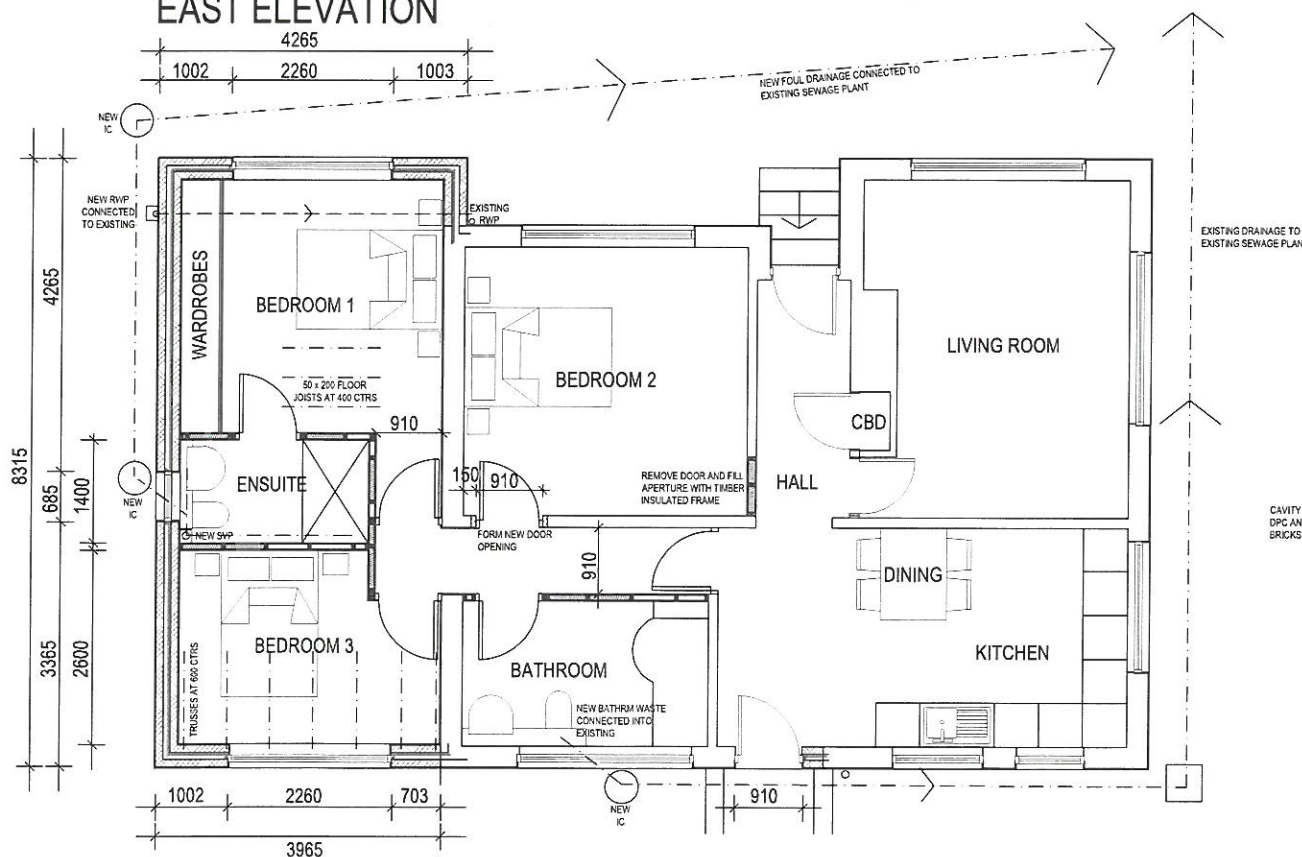
EAST ELEVATION



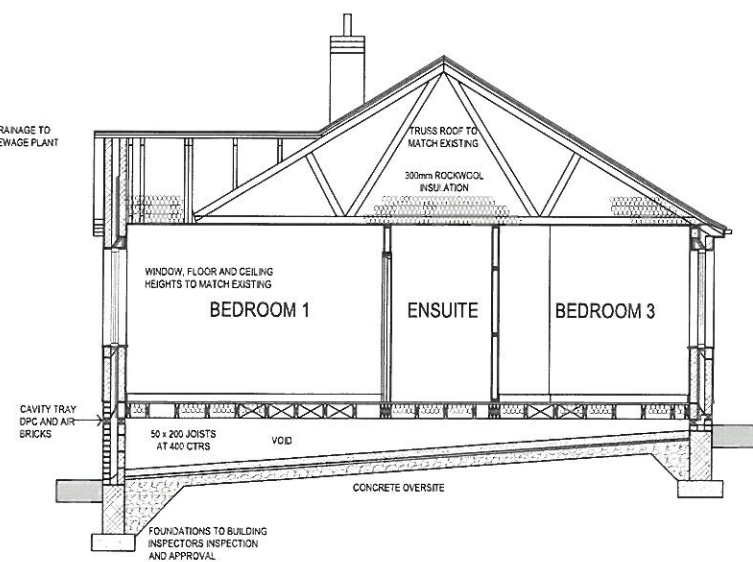
NORTH ELEVATION



SITE LOCATION PLAN 1:1250



GROUND FLOOR PLAN



SECTION A-A

WINDOWS AND DOORS	
W1	2260 x 1350
W2	Existing Width x Cill to Match
W3	2260 x 1350
W4	685 x 1050
D1	910 x Height to Match

NOTE: ALL DIMENSIONS SHOWN ARE PROVISIONAL DIMENSIONS ONLY & SHOULD NOT BE READ AS EXACT MEASUREMENTS. THESE MAY NEED TO BE ALTERED DUE TO SITE CONSTRAINTS/ INSPECTION THE DRAWINGS AND DESIGN ARE THE COPYRIGHT OF L'ARCHE DEVELOPMENTS YORKSHIRE LTD & SHOULD NOT BE RE-PRODUCED WITHOUT PRIOR PERMISSION

EXISTING PLANS & ELEVATIONS FOR BUNGALOW RENOVATION

JOB TITLE
ROYD MOOR FARM

CLIENT
KINGSMAN HOMES

DRAWN BY	SCALE 1:500/100 @ A1
DATE APR 2023	DRAWING NO. 2215-00-22
CHECKED	REVISION A



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