DATED 14th July 2009

BARNSLEY MBC

And

ROBERT KNOWLES

UNILATERAL PLANNING OBLIGATION

S. 106 Town & Country Planning Act 1990
In relation to Planning Permission at
Ingfield Farm Ingbirchworth

Pennine Law
Bank Chambers
Penistone S36 6HX

UNILATERAL PLANNING OBLIGATION

Section 106 Town and Country Planning Act 1990

This Deed is made the 14th day of July 20[illegible] by the person whose names and addresses are set out in the First Schedule below ("the Owner")

WHEREAS

(1) The Owner has an interest in the land at High Lane Ingbirchworth Sheffield as freeholder shown edged red on the Plan and comprised in the documents set out in the Second Schedule

(2) The Owner considers that certain planning obligations should be entered into as at the date of this deed subject to any conditions set out in this Deed in respect of the Land

NOW THIS DEED witnesseth as follows:-

1. Definition and Interpretation

1.1. "the Act" Means the Town and Country Planning Act 1990

1.2. "the Council" means Barnsley Metropolitan Borough Council of Town Hall Barnsley South Yorkshire S70 2TA

1.3. "the Plan" means the plan attached hereto

1.4 "the Planning Obligations" means the obligations specified in the Third Schedule

1.5. "Development" means the change of use permitted by the Planning Permission

1.6. Words importing one gender shall be construed as importing any other gender

1.7. Words importing the singular shall be construed as importing the plural and vice versa

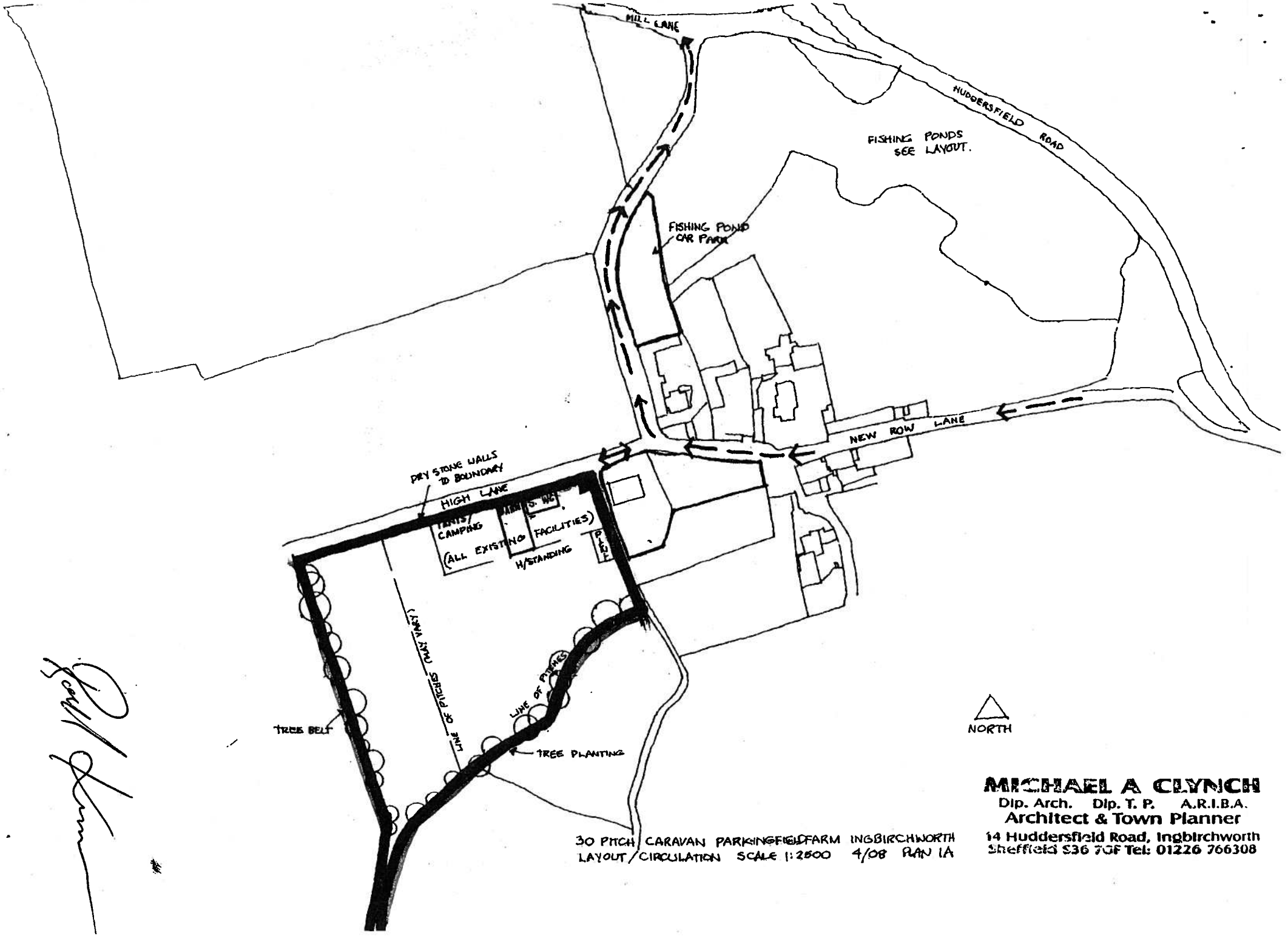
1.8 The Clause and paragraph headings in this Deed and the Schedules are for reference only and shall not affect the construction or interpretation of this Deed

2. Planning Obligations

2.1. The Planning Obligations are planning obligations for the purposes of Section 106 of the Act and may be enforced by the Council as the local planning authority for the area against the Owner and any persons deriving tile from them

2.2. The Planning Obligations shall not come into effect until development within the meaning of Section 56 of the Act has commenced pursuant to any planning permission granted under reference number 2009/0260 ("the Planning Permission")

2.3 The Owner covenants with and undertakes to the Council that the Owner will perform the obligations and observe the restrictions in the Third Schedule



30 PITCH CARAVAN PARKINGFIELDFARM INGBIRCHWORTH
LAYOUT/CIRCULATION SCALE 1:2500 4/08 PLAN 1A

MICHAEL A CLYNCH
Dip. Arch. Dip. T. P. A.R.I.B.A.
Architect & Town Planner
14 Huddersfield Road, Ingbirchworth
Sheffield S36 7GF Tel: 01226 766308

IN WITNESS whereof this Deed has been executed as a deed by the parties hereto the day and year first before written

THE FIRST SCHEDULE

ROBERT KNOWLES of 3 Pump Row High Flatts Huddersfield HD8 8XU

THE SECOND SCHEDULE

(Epitome of Title)

5.10.1942 Conveyance – PRs of E W Knowles (1) Henry Knowles (2)
11.4.1984 Assent – in favour of Gordon Knowles
26.3.1997 Deed of Gift – Gordon Knowles (1) Robert Knowles (2)

THE THIRD SCHEDULE

The Owner covenants with and undertakes to the Council not to use or permit the use of the land as a caravan site in the circumstances where no site licence is required listed in paragraphs 4, 5 or 6 of the First Schedule of the Caravan Sites and Control of Development Act 1960.

The Owner further covenants with and undertakes to the Council not to exercise or permit the exercise of any rights to use the land as a caravan site permitted under Paragraph A of Part 5 of the Second Schedule of the Town and Country Planning (General Permitted Development) Order 1995 in the circumstances where paragraphs 4 5 or 6 of the First Schedule of the Caravan Sites and Control of Development Act 1960 applies

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day ad year first before written

SIGNED AS A DEED
By the said **ROBERT KNOWLES**
In the presence of

Solicitor Penistone