Dated 23rd NOVEMBER 2021

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND AT PARKLANDS, DONCASTER ROAD, DARFIELD, BARNSLEY, S73 9HQ

BY

DORNE HEALD and ROBERT WILLIAM HEALD

TO

BARNSLEY METROPOLITAN BOROUGH COUNCIL

THIS DEED is dated 2021

- **DORNE HEALD** and **ROBERT WILLIAM HEALD** of Parklands Doncaster Road Darfield Barnsley S73 9HQ (**"the Owner"**).

- TO

- **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire (S70 2TA) (**"the Council"**).

Background

- The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.

- The Owner owns the Property.

- The Owner has submitted the Application given reference 2021/1177 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 B/03/0591/DA. 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

- **Interpretation**

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

- **Application** means the planning application submitted by the Owner to the Council given reference 2021/1177 for a proposed extension to dwelling and forgoing of permission for previously approved garage (B/03/0591/DA)

- **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 as described in the Application

- **Existing Planning Permission** means the planning permission granted by the Council under reference B/03/0591/DA for the Erection of side extension to dwelling and detached double garage.

- **Garage Development** means the garage approved under the Existing Planning Permission shown edged red on the attached Drawing ref 2002/026/02

- **Plan** : the attached plan so marked.

- **Planning Permission**: the planning permission granted pursuant to the Application

- **Property**: land at Parklands Doncaster Road Darfield Barnsley S73 9HQ edged red on the Plan and registered at the Land Registry under title number SYK447215

- **TCPA 1990**: Town and Country Planning Act 1990.

- Clause headings shall not affect the interpretation of this deed.

- A **person** includes a natural person, corporate or unincorporated body

- A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.

- 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.

- 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.

- 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.

- 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.

- 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.

- **Statutory provisions**

- This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990.

- 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.

- This deed shall come into effect on the date of this Deed.

- The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

- **Covenants with the Council**

The Owner covenants with the Council:

- Following Commencement of Development the Garage Development approved under the Existing Planning Permission will not be implemented and no further works whatsoever shall be carried out under the Existing Planning Permission.

- If the Garage Development under the Existing Planning Permission is carried out or any further work in is carried out under the Existing Planning Permission after the date of this agreement the Development will not be implemented.

- In the event that the circumstances in clause 3.2 occur the Council shall be entitled to revoke the 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

- **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.

- **Determination of deed**

  This deed shall be determined and have no further effect if the Planning Permission:

  - expires before the Commencement of Development
  - is quashed following a successful legal challenge.

- **Local land charge**

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

- **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.

- **Ownership**

- 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)
By DORNE HEALD)
in the presence of:)

[redacted]

Signature of witness [redacted]

Name (in block capitals) [redacted]

Address [redacted]

SIGNED as a DEED by)
By ROBERT WILLIAM HEALD)
in the presence of:) [redacted]

Signature of witness [redacted]

Name (in block capitals

Address