

DATED 11th September 2014

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

STEVEN HAWLEY

and

JOANNE HAWLEY

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to
development at land at Brown Edge Road, Ingbirchworth, Penistone

A.C. Frosdick, LL.B. DipLG,
Director of Legal and Governance
Town Hall,
Barnsley S70 2TA.

THIS DEED OF AGREEMENT is made on the 16th day of September Two Thousand and Fourteen

BETWEEN

- (1) **BARNSELEY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA ("the Council") of the first part
- (2) **STEVEN HAWLEY** of Broadstone Farm, Browns Edge Road, Ingbirchworth, Penistone, Sheffield, S36 7GR ("the First Owner") of the second part and
- (3) **JOANNE HAWLEY** of Broadstone Farm, Browns Edge Road, Ingbirchworth, Penistone, Sheffield, S36 7GR ("the Second Owner") of the third part

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Land is situated and is the authority by whom the obligations contained in this Agreement are enforceable.
- (2) For the purposes of this Deed, the First Owner and the Second Owner shall collectively be referred to as "the Owners".
- (3) The Owners are jointly the registered proprietors with Title Absolute of that part of the Land that is registered under Land Registry Title Number SYK618380. The land in respect of the development permitted by the planning permission known by reference 2009/1396 is also included within this title.
- (4) The Owners have submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

DEFINITIONS

1 For the purposes of this Deed the following expressions shall have the following meanings

"the 1990 Act" means the Town and Country Planning Act 1990 (as amended)

"the Application" means the application for the erection of one dwelling with the reference number 2013/0126 submitted to the Council for the erection of a building for the purposes of hay and tack storage, use of the existing building, land and ménage as an equestrian livery (D2) and for the purposes of horse breeding.

"the Development" means the development of the Land for the purposes set out in the Application.

"The Land" means the land described in the First Schedule.

"Plan" means the plan annexed hereto

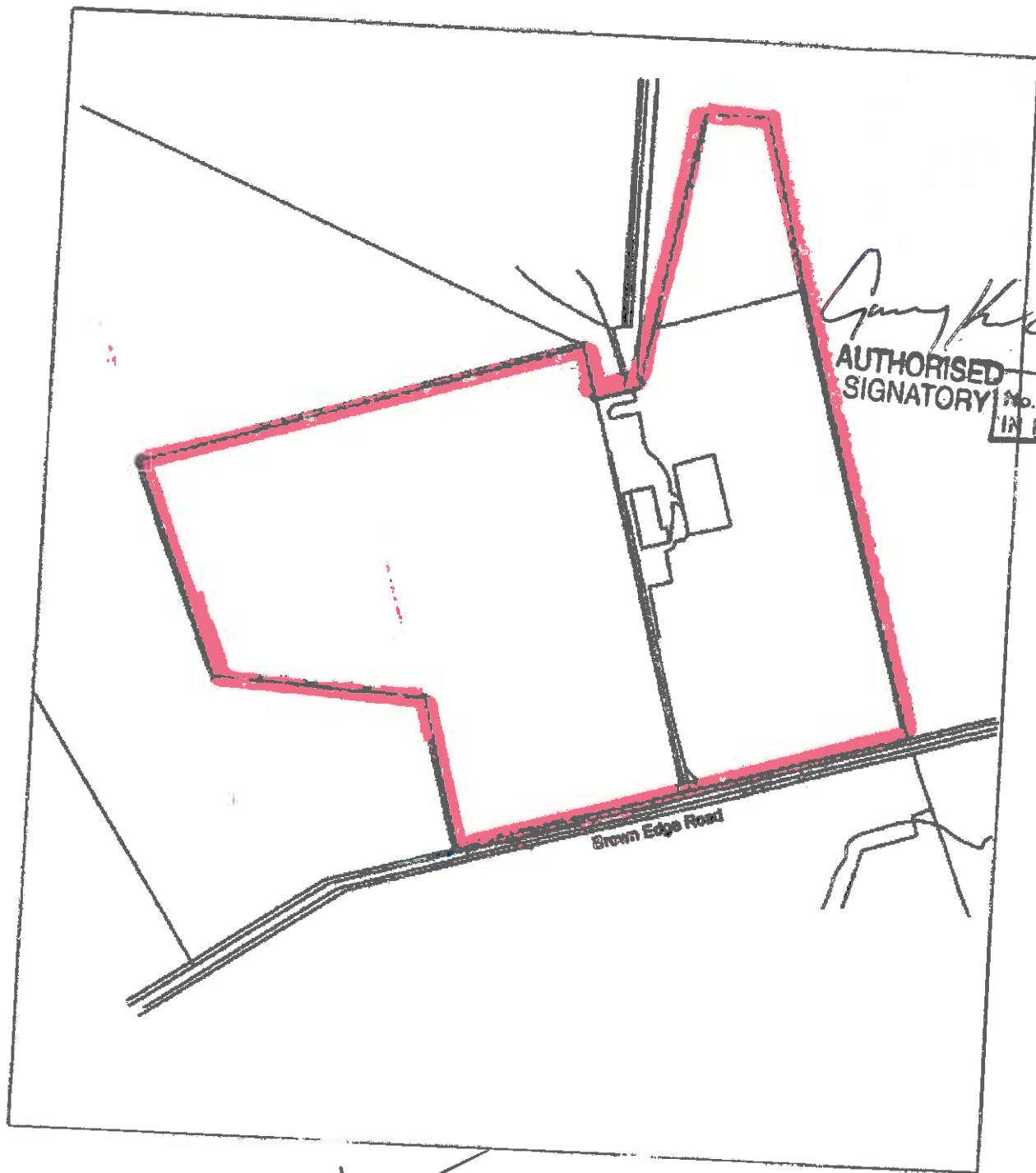
"Planning Permission" means the planning permission to be granted by the Council pursuant to the Application.

CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 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 interchangeable in that manner.



Handwritten notes:
 S. D. Smith
 XJH
 JLS



MR AND MRS HAWLEY	
PROJECT PROPOSED BARN UNIT ADDITION AT BROADSTONE RESERVOIR	
RED LINE LOCATION PLAN	
DRAWING NUMBER 2013-CAH-HBR-10	REV —
SCALE @ A3 1:1250	PLANS BY C HUNTER - 07918840147

2.4 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.

2.5 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.

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

3 LEGAL BASIS

This Agreement is made pursuant to section 106 of the Town and Country Planning Act 1990 section 111 of the Local Government Act 1972 section 2 of the Local Government Act 2000 and all other enabling powers and is a planning obligation for the purposes of and as defined in the said Section 106 and the covenants restrictions and requirements imposed on the Owners herein are enforceable by the Council as local planning authority against the Owners

4 COMMENCEMENT

The provisions of this Deed shall have immediate effect upon the completion of this Deed.

5 OWNERS' COVENANTS

The Owners hereby jointly and severally covenant with the Council as set out in the Second Schedule

6 MISCELLANEOUS

6.1 The Owners shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed being £1000.

6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

6.3 This Deed shall be registrable as a local land charge by the Council.

6.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.5 This Deed is governed by and interpreted in accordance with the law of England and Wales.

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

FIRST SCHEDULE

All that land at Brown Edge Road, Ingbirchworth, in the County of South Yorkshire for the purpose of identification shown edged red on the Plan.

SECOND SCHEDULE

The Owners hereby covenant with the Council as follows:

Not to carry out or permit any other person to undertake any further works pursuant to the planning permission for the erection of the barn on the Land known by reference 2009/1396.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

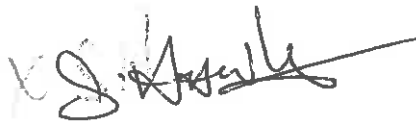
THE COMMON SEAL of Barnsley)
Metropolitan Borough Council was)
hereunto affixed to this Deed in the)
presence of:-)

Authorised signatory



EXECUTED AS A DEED BY
STEVEN HAWLEY

in the
presence of:-



Signature:



Name of witness:

GARETH LLOYD

Address:

5 NETHERDALE, DENBY DALE
HOBBEN

Occupation:

TOWN PLANNER

EXECUTED AS A DEED BY
JOANNE HAWLEY

in the
presence of:-



Signature:



Name of witness:

GARETH LLOYD

Address:

5 NETHERDALE, DENBY DALE
HOBBEN

Occupation:

TOWN PLANNER