



Attn. Mr. W. No one

DATED 22nd June

2012

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

GRAHAM TURNER and ANNA ROSEMARY TURNER

and

YORKSHIRE BUILDING SOCIETY

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to development on land at 4 Tithe Barn Crook House Farm Crook House
Lane Barnsley S71 5EU in the County of South Yorkshire

A.C. Frosdick, LL.B. DipLG,
Borough Secretary,
Town Hall,
Barnsley S70 2TA.

THIS DEED OF AGREEMENT is made the *22nd* day of *June* Two Thousand and Twelve

BETWEEN

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA ("the Council") of the first part and
- (2) **GRAHAM TURNER** and **ANNA ROSEMARY TURNER** of Nether Rod 4 Tithe Barn Crook House Farm Crook House Lane Darfield Barnsley S71 5EU ("the Owner") of the second part
- (3) **YORKSHIRE BUILDING SOCIETY** (Financial Services Authority register number 106085) (trading as Chelsea Building Society) of Timbercombe House Charlton Kings Business Park Cirencester Road Cheltenham Gloucestershire GL53 8DZ ("the Mortgagee") 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 described in the First Schedule hereto ("the Land") is situated and is the authority by whom the obligations contained in this Agreement are enforceable
- (2) The Owner is the registered proprietor with Title Absolute of the Land under Land Registry Title Number SYK454201
- (3) The Mortgagee has a charge registered at the Land Registry on 4th November 2011 over the Land
- (4) The Owner has submitted a planning application to the Council given the reference 2011/1237 ("the Application") 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 planning permission submitted to the Council for residential development with the reference number 2011/1237

"the Development" means the development of the Land in accordance with the Planning Permission

"the Plan" means the plan annexed hereto

"the Planning Permission" means the planning permission granted or to be granted 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.

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.

LEGAL BASIS

3 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 Owner herein are enforceable by the Council as local planning authority against the Owner

COMMENCEMENT

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

OWNER COVENANTS

5 The Owner covenants with the Council as set out in the Second Schedule

MISCELLANEOUS

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

6.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or by the Council from the Owner under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent,

approval or expression of satisfaction shall be given on behalf of the Council by the Assistant Director of Planning and Regulatory Services and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

6.3 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon receipt of a written request by the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

6.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.6 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.

6.7 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

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

MORTGAGEE CLAUSE

7 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the

obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

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 4 Tithe Barn Crook House Farm Crook House Lane Barnsley S71 5EU for the purpose of identification shown edged red on the Plan

SECOND SCHEDULE

The Owner covenants with the Council to observe and perform the following obligation:

The Owner agrees not to carry out or permit any other person to carry out the single storey rear extension permitted by planning permission number B/00/1523/DA relating to the Land

THE COMMON SEAL of **BARNESLEY**)

METROPOLITAN BOROUGH)

COUNCIL was hereunto affixed to this)

Deed in the presence of:-)


Borough Secretary/Authorised Signatory

No. 2172
IN REGISTER

SIGNED as a **DEED** by)

GRAHAM TURNER in the presence of)


 

14/04/12.

Signature of Witness

Name

Address:

) *R Quinn*

) RACHEL LUNN

) 18 Chandos Place, Leeds, LS8 1C

SIGNED as a **DEED** by **ANNA**

ROSEMARY TURNER

in the presence of

) *A. C.*

) *Rachel Lunn*

14/04/12.

Signature of Witness

Name

Address:

) *R Quinn*

) RACHEL LUNN

) 18 Chandos Place, Leeds, LS8 1C

THE COMMON SEAL of)

YORKSHIRE BUILDING SOCIETY)

was hereunto affixed in the presence of:)

Director

Tom

Secretary

**Land Registry
Official copy of
title plan**

Title number **SYK454201**
Ordnance Survey map reference **SE4006SE**
Scale **1:1250** enlarged from 1:2500
Administrative area **South Yorkshire: Barnsley**



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Crook House
Farm

CROOK HOUSE LANE

Fair
Winds

Pond

This official copy issued on 22 December 2011 shows the state of this title plan on 22 December 2011 at 09:09:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Nottingham Office.

