

Dated 14th October 2019

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING
UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990
RELATING TO LAND AT BISMARCK STREET WORSBROUGH COMMON,
BARNSELY, S70 4NA.**

BY

MICHAEL MILLER

TO

BARNSELY METROPOLITAN BOROUGH COUNCIL

THIS DEED by way of Unilateral Obligation is dated 14th October 2019

(1) MICHAEL MILLER of Worsborough View, Tankersley, Barnsley S75 3AH.
("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 under HM Land Registry Titles SYK654327 and SYK665798
- (C) The Owner has made an application for planning permission for the Development under planning reference 2019/0342 in respect of the Property.
- (D) The Council is prepared to grant the Planning Permission subject to the Owner giving the undertaking set out below
- (E)

1. INTERPRETATION

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

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 by the construction of five residential dwellings

Greenspace Contribution the sum of £4,149.60 (four thousand one hundred and forty nine pounds and sixty pence) to be expended by the Council on the provision or enhancement of Warren Quarry POS & Play Area or such other open space area within reasonable proximity of the Property

Plan 1 : the attached plan so marked

Planning Permission: the planning permission to be granted by the Council for the Development under reference 2019/0342

Property: land at Bismark Street Worsbrough Common, Barnsley, S70 4NA edged red on Plan 1 registered at the Land Registry under title numbers SYK654327 and SYK665798**TCPA 1990:** Town and Country Planning Act 1990.

Working Day: a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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 and Developer 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 Prior to Commencement of Development to pay to the Council the Greenspace Contribution.

3.2 Not to Commence the Development unless and until the Greenspace Contribution has been paid to the Council

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 as defined by the TCPA definition;
- (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 £500.

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
MICHAEL MILLER
in the presence of

) 
)

Signature of witness



Name (in block capitals)

DAVID CARL RAYMOND

Address

HASELTINE
BRAY & WELSH
29 Church Street
BARNLEY
S70 2AL