

DATED 4th February 2020

BARNSELY METROPOLITAN BOROUGH COUNCIL

And

KEVIN PORTER EVANS, DEAN EVANS and JANET APPLEYARD

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 relating to land
adjacent 52 Tower Street, Worsbrough Common, Barnsley, S70 1QS

A.C. Frosdick, LL.B. DipLG,
Executive Director Core Services
Solicitor to the Council
Barnsley Metropolitan Borough Council
Town Hall,
Barnsley, S70 2TA.

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 outline planning application with the reference number 2018/1399 submitted to the Council to construct an extension to existing workshop facility.

“the Commencement of Development” means the actual date upon which the Development is begun by the carrying out of any material operation as defined by Section 56(4) of the Town and Country Planning Act 1990 and “Commence Development” is to be construed accordingly

“the Development” means the development of the Land by the erection of 2 detached part two storey/part three storey dwellings in accordance with the Planning Permission

“the Green Space Enhancement Contribution” means the sum of £3,000 (three thousand pounds) to be applied towards the improvement or enhancement of biodiversity in accordance with Local Plan Policy GS1 to be expended on a project within a two mile radius of the Land.

“Interest” means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time or should this rate cease to exist such other bank lending rate as the Council may reasonably nominate

“the Land” means the freehold land described in the First Schedule hereto against which this Agreement may be enforced.

“Occupation and Occupied”: means occupation for the purposes permitted by the Planning Permission from which the Development benefits but not

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 the local planning authority against the Owner

COMMENCEMENT

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

OWNER AND COUNCIL COVENANTS

5.1 The Owner covenants with the Council as set out paragraph 1 of the Second Schedule

5.2 The Council covenants with the Owner as set out in paragraph 2 of the Second Schedule

MISCELLANEOUS

6.1 The Owner shall pay to the Council on completion of this Deed the sum of £500.00 (on which no VAT shall be payable) in respect of the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

6.9 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.

INTEREST

7 If any payment due by the Owner under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

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

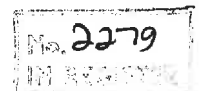
THE COMMON SEAL of BARNSELEY)
METROPOLITAN BOROUGH)
COUNCIL was hereunto affixed to this)
Deed in the presence of:-)



~~Executive director Core Services/~~

Legal Services Director / JASON FIEW

Authorised Signatory



SIGNED AS A DEED by

KEVIN PORTER

In the presence of



Signature of Witness

Name of Witness

Address