

DATED 27 January 2014

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

KERRY FIRTH

and

KIRSTY SALLY DAWSON

and

WILLIAM FIRTH

UNILATERAL UNDERTAKING

under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to development at Land on the west side of Hall Royd Lane, Silkstone Common, Barnsley in the County of South Yorkshire

A.C. Frosdick, LL.B. DipLG,
Assitant Chief Executive Legal and Governance
Town Hall,
Barnsley S70 2TA.

THIS UNDERTAKING is made the 27th day of January Two Thousand and Fourteen

BETWEEN

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA ("the Council") of the one part and
- (2) **KERRY FIRTH** and **KIRSTY SALLY DAWSON** and **WILLIAM FIRTH** all of Stonecroft, Hall Royd Lane, Silkstone Common, Barnsley South Yorkshire S75 4PP("the Owners") of the other 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 Undertaking are enforceable
- (2) The Owners are jointly the registered proprietors with Title Absolute of the Land under Land Registry Title Number (SYK196234)
- (3) 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 2013/0940 submitted to the Council for the erection of one detached dwellinghouse

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

"Greenspace Contribution" means the sum of £5,000 to be paid as compensation for loss of urban greenspace the need for which arises from the Development.

"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 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.

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 Undertaking is made pursuant to section 106 of the Town and Country Planning Act 1990 section 111 of the Local Government Act 1972 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 No person shall be liable for any breach of the planning obligations or other provisions of this undertaking after they have parted with their interest in the land or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any existing breach arising prior to parting with such interest.

6.6 This Deed is entered into by the Owners on the assumption that the Council will effect the cancellation of all entries made into the Register of Local Land Charges in respect of this Deed following the performance and satisfaction of Clause 5 and all other obligations in this deed. This Deed is governed by and interpreted in accordance with the law of England and Wales.

7 INTEREST

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

8. DELIVERY

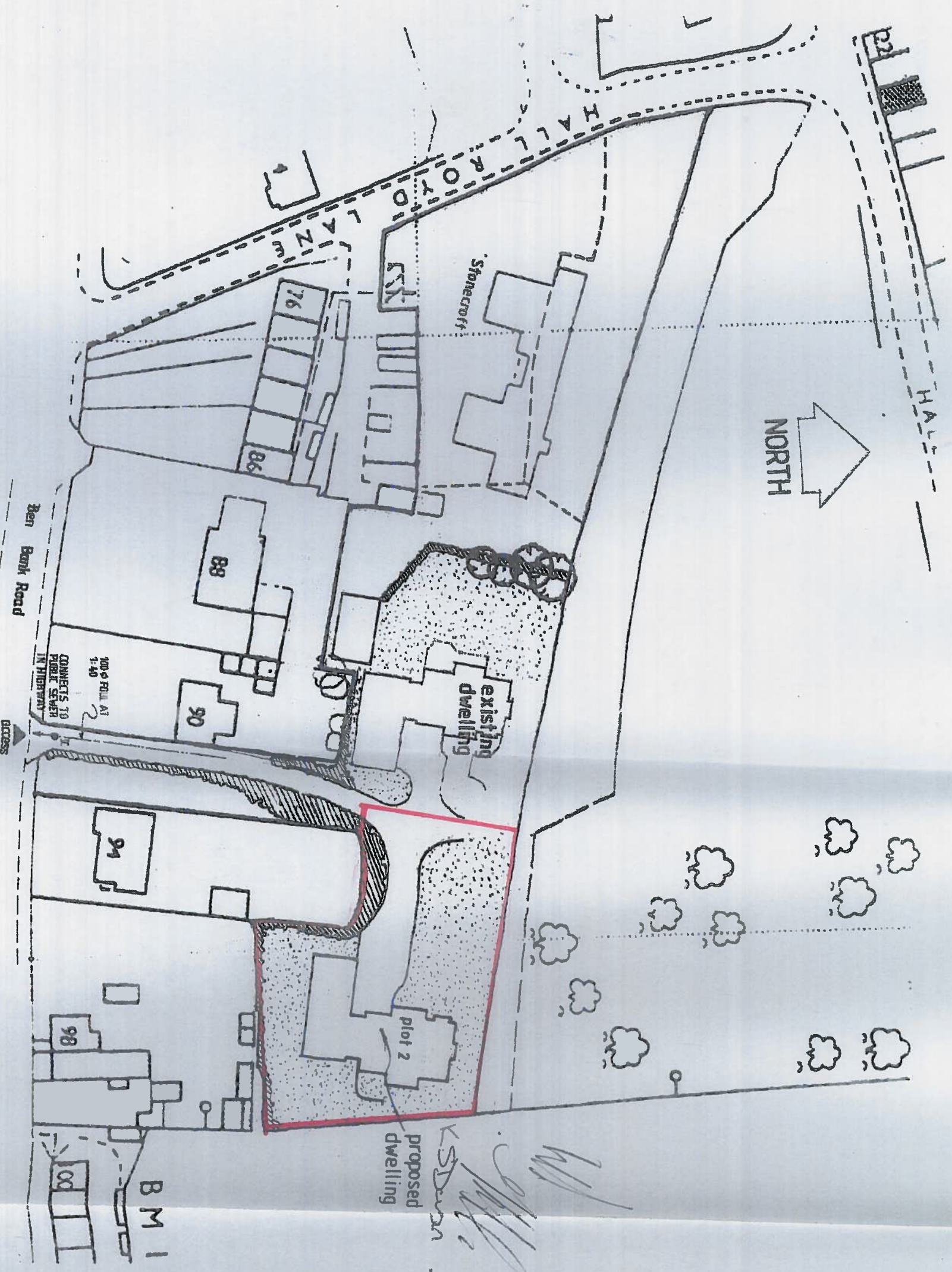
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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 on the west side of Hall Royd Lane, Silkstone Common, Barnsley in the County of South Yorkshire for the purpose of identification shown edged red on the Plan and registered at the Land Registry as part of Title Number SYK196234.

1) The drawings and the design and details shown are the property of Peter Dumberline, Chartered Architect.
 2) No reproduction or copying of any drawings or details is permitted without the written consent of Peter Dumberline.
 3) The drawings are the property of Peter Dumberline and are not to be used for any other purpose.
 4) The drawings are not to be used for any other purpose.
 5) The drawings are not to be used for any other purpose.



SITE PLAN 1:500,

PETER DUMBERLINE
 CHARTERED ARCHITECT

2 TIPSLEY COURT
 WAKEFIELD ROAD
 STAINCROSS
 BARNESLEY S75 6FZ
 TEL: 01226 350000

CLIENT
 K and W Firth.

PROJECT
 Proposed detached dwelling
 Plot 2

LOCATION
 Site to the east of 'Stonecroft'
 Hall Road Lane, Silsstone Common.

DRAWINGS
 PROPOSED SITE LAYOUT

SCALES
 1:500, DATE JULY 13

DRAWING NO.
 2005/009/07, DRAWN BY P.D.

EXECUTED AS A DEED BY THE SAID

KERRY FIRTH



in the

presence of:-

..... DENISE HARDMAN
..... 6 KING'S MEWS
..... ECKINGTON
..... SHEFFIELD S21 4JB.

EXECUTED AS A DEED BY THE SAID

KIRSTY SALLY DAWSON



in the

presence of:-

..... IAN POPPLEWELL
..... 7, 37 CATHERINES WAY
..... ROEMOOR
..... BARNLEY S75 2LE.

EXECUTED AS A DEED BY THE SAID

WILLIAM FIRTH



in the

presence of:-

..... Ashley Hurd
..... 21 Silver Street
..... Dodworth
..... Barnsley S75 3NP.

SECOND SCHEDULE

The Owners hereby covenant with the Council as follows:

To pay the Greenspace Contribution to the Council on the date of this Undertaking