

Fatons

THIS AGREEMENT is made the *9th* day of *October* Two Thousand and Eighteen **BETWEEN MILELANDS LIMITED** whose registered office is situate at 48 George Street Manchester (Company No:1967180) (hereinafter called "the **Owner**") of the first part **AND THE ROYAL BANK OF SCOTLAND PLC** of 1 Exchange Flags Liverpool LS3XN (Scot. Co Number SC083026 of the second part **AND THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the **Council**") of the third part

WHEREAS

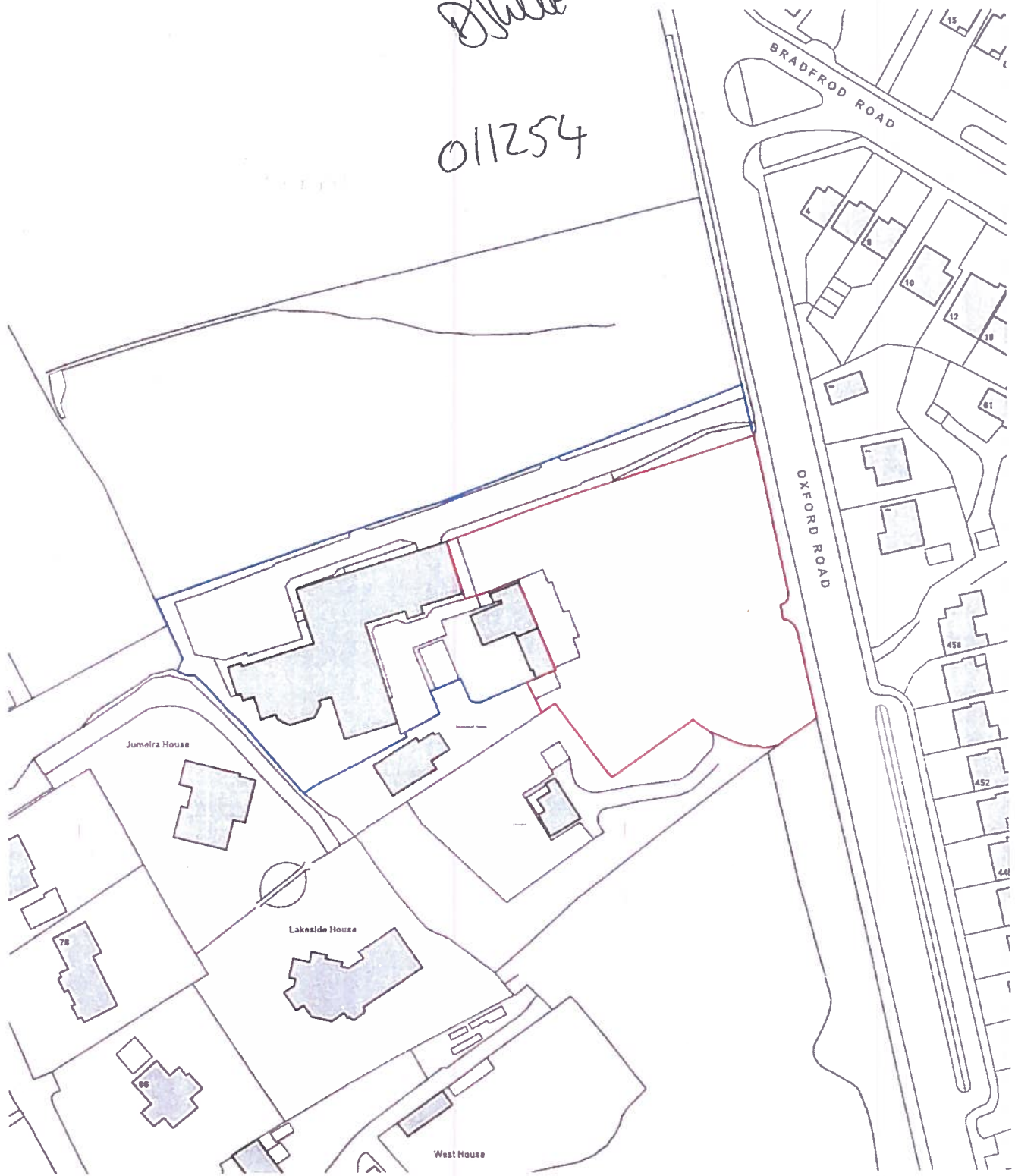
1. The Council is the local planning authority pursuant to the Town and Country Planning Act 1990 for the Kirklees district within which the Site is situated and by whom the planning obligation[s] within this Deed are/is enforceable
2. The Owner is the freehold owner of the Site registered under title number WYK293337
3. By the provisions of Section 106 of the Town and Country Planning Act 1990 ("the **Act**") any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land
4. The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to secure a Financial Contribution in lieu of the provision of on-site public open space within the Site

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this Clause:-

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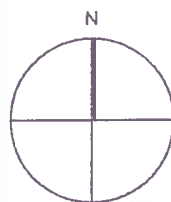
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Gomersal

"For the purpose of Planning, consent to a proposed development shall be given by the Local Authority."

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Issue Purpose: PLANNING APPLICATION

AHJ architects
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t: 01756 664443
e: info@ahjarchitects.co.uk

AHJ
architects

Client: Mr Cragg
Project: 1826 Home House Residential
Title: Location Plan

Issued From:
Date: April 13
Scale: 1:1250 @ A4

Drawn: BH
Checked: BH

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Checked: BH

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"Development" means the development of the Site in pursuance of the Planning Permission

"Financial Contribution" means a payment to be made in lieu of the provision of on-site public open space

"Plan" means the plan annexed hereto

"Planning Permission" means the planning permission to be granted under Ref No. 2018/91490

"Site" means the land at Holme House Residential Home, Oxford Road, Gomersal, Cleckheaton shown edged red on the Plan

2. GENERAL

- 2.1 The Owner covenants with the Council to observe the restrictions and perform the obligations contained in this Deed
- 2.2 The provisions of this Deed are planning obligations made pursuant to Section 106 of the Act and all other powers so enabling to the intent that they shall bind the Owner and each and every part of the Site
- 2.3 The expressions "the Council" and "the Owner" shall include their successors in title and assigns
- 2.4 No person shall be liable for breach of any covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

- 2.5 This Deed shall not be binding upon the owner/occupiers of the dwellings on the Site nor against any statutory undertaker or authority who acquires any part of the Site or interest in it for the purposes of its statutory undertakings or functions
- 2.6 This Deed shall come into effect upon the date hereof
- 2.7 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner this Deed shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date
- 2.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed
- 2.9 This Deed is a local land charge and shall be registered as such
- 2.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed
- 2.11 The Owner shall pay to the Council its legal fees reasonably incurred in the preparation of this Deed

3. PUBLIC OPEN SPACE

The Owner covenants that no later than the occupation of the first dwelling to be constructed on the Site it shall pay to the Council the Financial Contribution in the sum of £21,850.00 (twenty one thousand eight hundred and fifty pounds) to be used by the Council for the provision of or improvement to public open space within the vicinity of the Site

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed

THE CORPORATE COMMON SEAL of
THE COUNCIL OF THE BOROUGH
OF KIRKLEES was hereunto affixed
but not delivered until the date hereof
In the presence of:-

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)
)
)
)



01/254

[Handwritten signature]

~~Service Director~~/Authorised Signatory

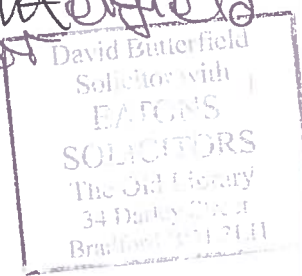
EXECUTED AS A DEED by
MILELANDS LIMITED
in the presence of:-

)
)
)

[Handwritten signature]
MARTIN CREGGAN - DIRECTOR

[Handwritten signature: David Butterfield]
~~Director~~ Solicitor

~~Secretary~~



EXECUTED AS A DEED by
THE ROYAL BANK OF
SCOTLAND PLC
in the presence of:-

)
)
)
)

[Handwritten signature]
Appointed documents.

In the presence of
Bank Official *[Handwritten signature]*
Thomas Hartley
Sheffield Credit Documentation
PO Box No. 502
2nd Floor, 42 High Street
Sheffield S1 2YW

DATED 9th October 2018

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

MILELANDS LIMITED

ROYAL BANK OF SCOTLAND PLC

DEED

Under Section 106 of the Town & Country Planning
Act 1990 relating to land at Holme House Residential
Home, Gomersal, Cleckheaton

Julie Muscroft
Service Director – Legal, Governance & Commissioning
Kirklees Council
Second Floor, High Street Buildings
High Street
Huddersfield
HD1 2ND