

DATED 4th December 2024

David Brown Santasalo UK Limited

to the

Council of the Borough of Kirklees

UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 relating to land at North West side of Park Road, Huddersfield.

THIS DEED is made the 4th day of December 2024 by **DAVID BROWN SANTASALO UK LIMITED** (Company Number: 06624684) whose registered office is situate at Park Works, Park Road, Lockwood, HD4 5DD (hereinafter referred to as “the Owner”).

To

THE COUNCIL of the BOROUGH of KIRKLEES of The Town Hall, Ramsden Street, Huddersfield, West Yorkshire HD1 2TA (“the Council”).

WHEREAS

1. The Council of the Borough of Kirklees (“the Council”) is the local planning authority for the Kirklees Metropolitan District within which the Site is situated and by whom planning obligations within this Deed are enforceable.
2. The Owner, formerly called David Brown Gear Systems Limited, is the freehold owner of the Site under title number WYK63360.
3. By the provisions of Section 106 of the Town & Country Planning Act 1990 any person interested in land in the area of a Local Planning Authority may by agreement or otherwise enter into a planning obligation in respect of the land.
4. The Owner enters into this obligation to the intent that any objections by the Council to the grant of the Planning Permission are overcome.

NOW THIS DEED is made in pursuance of Section 106 of the Town & Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** 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:-

“the Development” means the development of the Site in pursuance of the Planning Permission;

“the Plan” means the plan annexed hereto;

“the Planning Permission” means the planning permission granted under reference number 2023/70/92630/W; and

“the Site” means the land at North West side of Park Road, Huddersfield in the County of West Yorkshire which is more particularly shown edged red on the Plan.

2. GENERAL

- 2.1 No person shall be liable for breach of a 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.
- 2.2 The covenants contained in this Deed shall take effect upon the date hereof.
- 2.3 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner or its successors in title this Deed shall forthwith determine and cease to have effect 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 determination.
- 2.4 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.
- 2.5 This Deed is a local land charge and may be registered as such.
- 2.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

2.7 The Owner shall pay to the Council its reasonable legal costs in negotiating this Deed.

3. OWNER'S COVENANT

Upon the execution of this Deed the Owner shall pay to the Council;

3.1 the sum of £1,206.50 (One thousand two hundred and six pounds and fifty pence) by way of contribution towards the provision or improvement of Air Quality within the vicinity of the Development.

3.2 The Councils legal costs associated with the transaction of this Deed in the sum of £500 (five hundred pounds).

IN WITNESS WHEREOF these presents have been duly executed as a Deed by the the Owner the day and year first before written.

**EXECUTED as a DEED by
DAVID BROWN SANTASALO UK LIMITED**

acting by a sole director in the presence of:

Signature of Director.

Signature of Witness

Witness Name (block capitals). ELLIOT...GIDDING

Address. C/O...PARK...WORKS...PARK...ROAD,

HUDDERSFIELD...HR4...SD.

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Occupation...SOLICITOR.....