

LOCAL LIST106 UNILATERAL FOR FINANCIAL CONTRIBUTIONS ONLY

THIS DEED is made the [] day of [] 200[] by [] (Company Number: []) whose registered office is situate at [] (hereinafter referred to as “the Owner”) and [] (Company Number: []) whose registered office is situate at [] (hereinafter referred to as “the Mortgagee”)

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 is the freehold owner of the Site under title number (please supply up to date office copy entries and plan from HM Land Registry)
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:-

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

3. OWNER'S COVENANT

The Owner shall pay to the Council on the execution hereof:-

the sum of £[] ([words]) by way of contribution towards the provision or improvement of educational facilities within the vicinity of the Development

the sum of £[] ([words]) by way of contribution towards the improvement and maintenance of public open space within the vicinity of the Development

the sum of £[] ([words]) by way of contribution towards the provision of affordable dwellings within the vicinity of the Development

4. MORTGAGEE'S CONSENT

4.1 The Mortgagee hereby consents to the execution of this Deed and acknowledges that the Site shall be bound by the restrictions and obligations herein

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

EXECUTED as a DEED by
LIMITED])

acting by a sole director in the presence of:

Director.....

Signature of Witness

.....

Witness Name (block capitals).....

.....

Address.....

.....

.....

|

Occupation.....

EXECUTED AS A DEED)

[Mortgage]

acting by)

in the presence of:-)

|

DATED

2005

[_____]

and

[_____]

UNDERTAKING

Under Section 106 of the Town and Country Planning
Act 1990 relating to land at [_____]
