## LOCAL LIST106 UNILATERAL FOR FINANCIAL CONTRIBUTIONS ONLY

THIS DEED is made the [	] day of [	] 200[ ] by
[	] (Company Number: [	]) whose registered
office is situate at [	] (herei	nafter 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
- 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:-

1

"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 to be granted under reference number [

"the Site" means the land at [ ] 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- 2.3 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner or its successors in title this Deed shall forthwith determine and cease to have effect but without prejudice to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 shall 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
The C	Owner shall pay to the Council on the execution hereof:-
	the sum of $\mathfrak{L}[$ ] ([words]) by way of contribution towards the provision or improvement of educational facilities within the vicinity of the Development
	the sum of $\mathfrak{L}[$ ] ([words]) by way of contribution towards the improvement and maintenance of public open space within the vicinity of the Development
	the sum of $\mathfrak{L}[$ ] ([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
	<b>TNESS WHEREOF</b> these presents have been duly executed as a Deed by the s hereto the day and year first before written
EXEC	CUTED as a DEED by LIMITED]
acting	by a sole director in the presence of:

Director.....

Signature of Witness

.....

Witness Name (block capita	ls)
	Address
Occupation	
EXECUTED AS A DEED [ Mortgagee ]	)
acting by in the presence of:-	)

**DATED** 2005

<u> </u>
and
UNDERTAKING
Under Section 106 of the Town and Country Planning Act 1990 relating to land at [