DATED 11th October **2003**

STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL

- and -

ERIC MITCHELL and PATRICIA MITCHELL

PLANNING OBLIGATION AGREEMENT

relating to

Barn Conversion at
Meadow Stile Farm, Brown Lees, Biddulph

and made pursuant to
Section 106 Town and Country Planning Act 1990
as amended

Planning Application No. 02/00551/FUL
File Ref: JSM/D/D/2

Brian Johnson
Solicitor
Staffordshire Moorlands
District Council
Moorlands House
Stockwell Street
Leek
Staffordshire ST13 6HQ
Revised: 20.06.2003
Final Version: 24.09.2003

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THIS DEED is made the 11th day of October Two thousand and three **BETWEEN STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** of Moorlands House Stockwell Street Leek in the County of Staffordshire (hereinafter called "the Council") of the first part and **ERIC MITCHELL and PATRICIA MITCHELL** both of Hollin Farm Holly Lane Harriseahead Stoke-on-Trent in the County of Staffordshire (hereinafter called "the Owners") of the second part

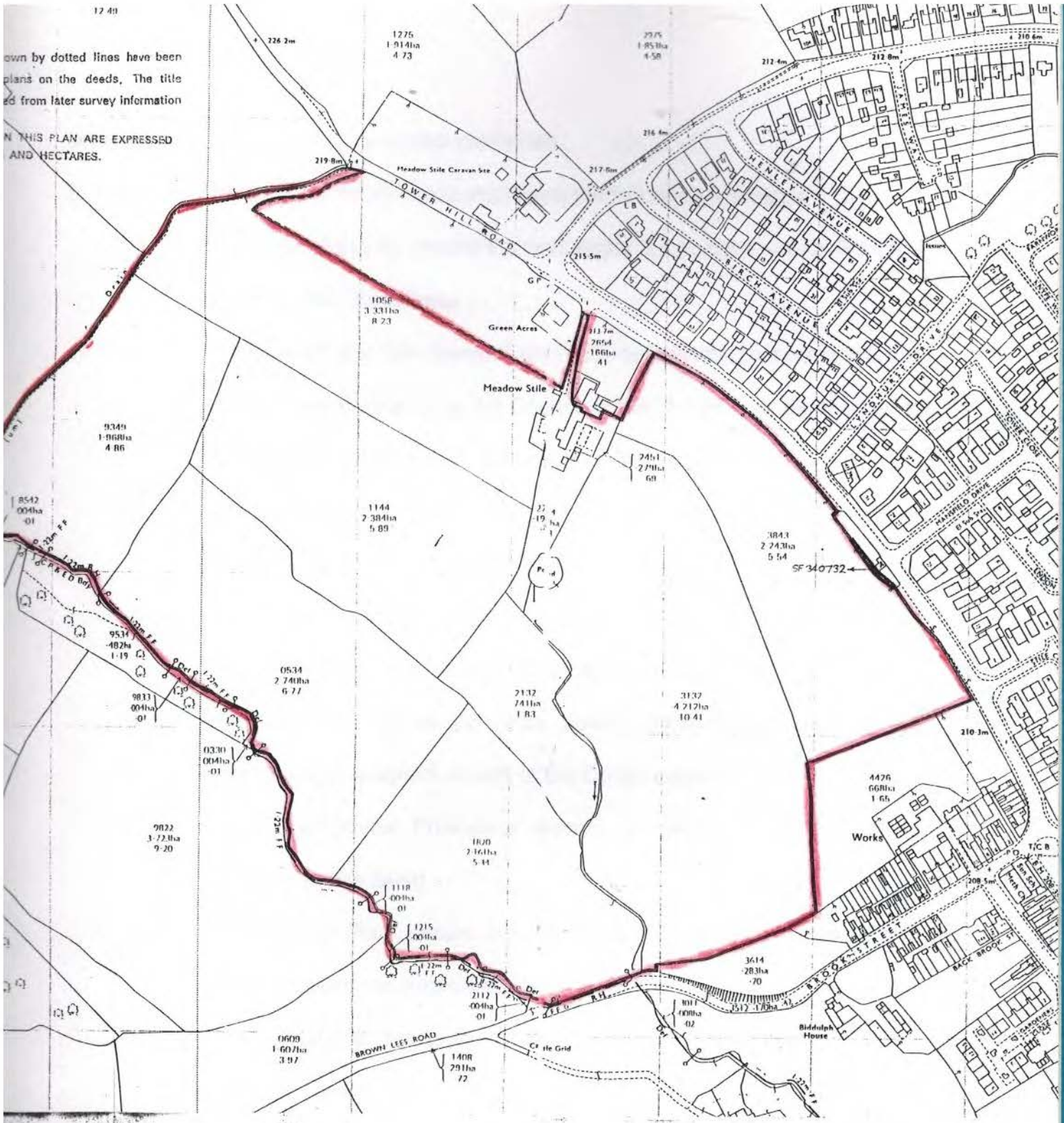
RECITALS

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 ("the 1990 Act") as amended for the area within which the Application Site is situated and by whom the obligations created by this Deed are enforceable

2. The Owners are the freehold owners of the Application Site comprising Title Number SF313861 with full title guarantee and free from any mortgage or legal charge

3. Having regard to the provisions of the Staffordshire Moorlands Local Plan ("the Plan") and to all other material considerations the Council has resolved to grant the Planning Permission subject to conditions pursuant to the Planning Application and subject to this Deed being completed before the grant of Planning Permission with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner or anyone claiming through the Owner so that the Dwelling when converted will be reserved both initially and on subsequent changes of occupants/owners to meet the local need for housing accommodation for persons in the local community in accordance with the Local Plan

4. The Owners have agreed to enter into this Deed and accept the planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act (as amended) and to be bound by and to observe and perform the covenants agreements



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CHAIRMAN

CHIEF
EXECUTIVE

conditions and stipulations hereinafter contained

5. In this Deed the following words shall have the following meanings:-

5.1 "the Application Site" means the land edged red on the Location Plan and bound by the Obligations

5.2 "the Council" and "the Owners" shall include their successors in title and assigns and covenants by the Council or the Owner shall be deemed to be made on behalf of their successors or assigns

5.3 "the Development" means the development for which permission is requested and described in the Planning Application

5.4 "the District" means the Parish of Biddulph and the contiguous Parishes of Rushton, Horton, Endon with Stanley and Brown Edge

5.5 "the Dwelling" means the local needs affordable dwelling to be constructed or adapted as part of the Development

5.6 "Local Qualification Provisions" means the provisions set out in the Schedule to this Deed

5.7 "the Location Plan" means the plan annexed hereto and so inscribed which identifies the Application Site

5.8 "the Obligations" mean the restrictions on occupancy set out in the Schedule hereto

5.9 "the Planning Application" means the application dated 16th May 2002 and given the number 02/00551/FUL made by or on behalf of the Owners and the plans and particulars deposited with the Council and forming part of the Planning Application

5.10 "the Planning Permission" means the detailed planning permission granted pursuant to the Planning Application

NOW THIS DEED is made pursuant to Section 106 of the 1990 Act as amended and Section 111 of the Local Government Act 1972 and all other powers enabling and any enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of obligations herein contained and is a planning obligation for the purposes thereof and the obligations shall bind the Application Site **AND WITNESSES** as follows:-

1. **COVENANT**

The Owners as owners of the freehold of the Application Site hereby covenant with the Council:

(a) that the Application Site will be owned and occupied only in accordance with the Obligations set out in the Schedule

(b) that the Owners will not let the Application Site or sell the Application Site to persons who do not satisfy the definition of local qualification in at least one of the categories set out in the Schedule hereto

(c) that when the Application Site is sold the Transfer shall include a covenant that the Purchaser will comply with the covenants in this Deed including this covenant

2. **IT IS AGREED AND DECLARED as follows**:-

2.1 No person shall be liable for breach of the covenant contained within this Deed after parting with all interest in the Application Site but without prejudice to the liability for any subsisting breach of the covenant that arose prior to that person parting with such interest or arising as a result of that person selling the Application Site to a person who did not comply with the covenant contained within this Deed

2.2 This Deed shall take effect only upon the later of:-

2.2.1 The issue of the Planning Permission

2.2.2 The date on which the Development is begun within the meaning of Section 56 of the 1990 Act

2.3 If the Planning Permission shall expire before the Development is begun as defined in Section 56 of the 1990 Act or shall at any time be revoked this Deed shall forthwith determine and cease to have effect

2.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than one relating to the Development specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed

2.5 The Council is the enforcing authority for the purposes of this Agreement under Section 106 of the 1990 Act as amended

3. **WARRANTY AS TO TITLE**

The Owners hereby warrant to the Council that the Title to the Application Site is as stated above

4. **DECLARATION**

The Owners and the Council declare for the purposes of the Contracts (Rights of Third Parties) Act 1999 that it is not the intention of either of them that any of the terms of this Deed shall be enforceable by a third party as defined in Section 1(1) of that Act

5. **GENERAL**

Nothing herein contained or implied shall prejudice or affect the rights discretions or powers duties or obligations of the Council under all statutes byelaws statutory instruments orders and regulations in the exercise of their function as a Local Authority

6. The Owners shall pay the Council's Solicitors costs in connection with the preparation of this Deed in the total sum of **£250 (Two hundred and fifty pounds only)** on the completion of this Deed

7. This Deed shall be registered as a local land charge in the register of local land charges maintained by the Council

8. The headings in this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

THE SCHEDULE

("the Obligations")

The ownership and occupation of the Dwelling shall be restricted to persons who immediately prior to commencing occupation of the Dwelling satisfy the definition of local qualification by falling within one or more of the following categories

(1) a person who has a minimum period of five years' continuous residence in the District

(2) a person who has a strong local connection with the District by birth or through upbringing or by a previous period of residence in the District and who is needed to help support members of their family or are themselves in need of such support

(3) a person who is currently living in accommodation within the District which is overcrowded and otherwise unsatisfactory

(4) a person who is employed within the District and needs to live close to their work

IN WITNESS whereof this Deed has been duly executed as a deed by the parties thereto the date and year first before written

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THE COMMON SEAL of **STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** was hereunto affixed in the presence of:-

[redacted]

Chairman

[redacted]

Chief Executive

SIGNED by **ERIC MITCHELL** as his Deed in the presence of:-

[redacted]

GLENN E BAILEY
ACCOUNTANT
170 PARK LANE
KNYPERSLEY
STOKE ON TRENT
ST 8 7PN

SIGNED by **PATRICIA MITCHELL** as her Deed in the presence of:-

[redacted]

GLENN E BAILEY
ACCOUNTANT
170 PARK LANE
KNYPERSLEY
STOKE ON TRENT
ST 8 7PN.