
2026

CUMBERLAND COUNCIL

(1)

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING under
Section 106 of the Town and Country Planning Act 1990**

Relating to land at **Plot 19, Leconfield Industrial Estate, Cleator Moor**

PLANNING APPLICATION: 4/26/2132/0F1

THIS DEED is made

2026

PARTIES

- (1) **CUMBERLAND COUNCIL** whose registered office is Cumbria House, 117 Botchergate, Carlisle, CA1 1RD (**"The Owner"**); and

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule is situated and by whom the obligations contained in this Deed are enforceable.
2. The Owner is the freehold owner of the Land registered at the Land Registry under Title Numbers **CU75369 and CU112201** and makes this deed in its capacity as Owner and developer of the Land.
3. The Owner made the Application to the Council for the purposes of carrying out the Development on the Land.
4. The Council, as Local Planning Authority, has resolved that, should the Planning Permission be granted, this Deed shall form an approved document for the purposes of that permission.

NOW THIS DEED is made in pursuance of Section 106 of the 1990 Act and contains planning obligations and is a planning obligation for the purposes of that Section and **WITNESSES** as follows:

1. DEFINITIONS AND INTERPRETATION

It is agreed and declared as follows for the purposes of this Deed the following expressions shall have the following meanings:

1.1 Definitions

"1990 Act" means the Town and Country Planning Act 1990 (as amended);

"1999 Act" means The Contracts (Rights of Third Parties) Act 1999 as may be amended from time to time;

“Application” means the application for planning permission validated by the Council on 26 April 2026, under reference number 4/26/2132/0F1

"Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose):

- (a) operations consisting of site clearance;
- (b) demolition work;
- (c) archaeological investigations;
- (d) investigations for the purpose of assessing ground conditions;
- (e) remedial work in respect of any contamination or other adverse ground conditions;
- (f) diversion and laying of services;
- (g) erection of any temporary means of enclosure;
- (h) the temporary display of site notices or advertisements; and

“Commence” “Commencement of Development” and “Commence Development” shall be construed accordingly;

“Contributions” means the Highway Improvement Contribution at Moresby Road/Cleator Moor Road/Main Steet and the Highway Improvement Contribution at Cleator Moor Road/Overend Road

"Development" means the development of the Land described in the Application comprising the Erection of New Building Primarily for General Industrial, Office and research and Development (E(G)(I),(II) & (II)), including associated car parking, Hard and Soft Landscaping, Associated Infrastructure and Biodiversity enhancements.

“Highway Improvement Contribution at Moresby Road/Cleator Moor Road/Main Steet” means a contribution payment of £38,276 (thirty-eight thousand two hundred and seventy-six pounds) payable by the Owner to the Council for use by the Council towards the highway improvements at Moresby Road/Cleator Moor Road/Main Street;

“Highway Improvement Contribution at Cleator Moor Road/ Overend Road” means a contribution payment of £15,789 (fifteen thousand seven hundred and eighty-nine

pounds) payable by the Owner to the Council for use by the Council towards the highway improvements at Cleator Moor Road/Overend Road;

“Interest” means interest at 4% (four per cent) above the base lending rate of National Westminster Bank plc from time to time;

“Land” means the Land referred to in the First Schedule and shown on the Plan;

“Occupation” means occupation of the Development for the purposes permitted by the Planning Permission and for the avoidance of doubt excludes occupation for fitting out, marketing, security or site office purposes, and any references to "Occupied", "Occupy", "Occupiers" and "First Occupation" shall be construed accordingly;

“Plan” means the plan referred to in the First Schedule and annexed hereto;

“Planning Permission” means planning permission granted by the Council pursuant to the Application;

“Price Index” means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation as at the date the Contributions become payable respectively;

“Relevant Parties” means the parties to this Deed or their successors in title and/or assigns and in the case of the Council includes any statutory successors as local planning authority;

“Section 73 Permission” means any planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes the condition imposed on the Planning Permission subject to which any such planning permission is granted;

“Travel Plan” means the travel plan submitted to and approved by the Council pursuant to Condition detailed in the Planning Permission;

“Travel Plan Monitoring Fee” means the sum of £6,600 (six thousand six hundred pounds) payable by the Owner to the Council towards the ongoing monitoring of the Travel Plan in accordance with paragraph 1 of the Second Schedule;

1.2 Interpretation

- 1.2.1 The expressions “the Council” “the Owner”, shall include their successors in title and assigns and any person(s) or body corporate deriving title through or under them.
- 1.2.2 Words importing the masculine gender only shall include all other genders and vice versa.
- 1.2.3 Words importing the singular shall include the plural and vice versa.
- 1.2.4 Words importing persons shall include companies and corporations and vice versa.
- 1.2.5 Where any party consists of two or more persons companies or corporations the Deed expressed to be made by that party and the conditions and provisions contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party.
- 1.2.6 Save where a contrary intention is expressed a reference herein to a clause or Schedule shall be deemed to be a reference to a clause or Schedule of this Deed and reference to a sub-clause paragraph or Part shall be deemed to be a reference to a sub clause or paragraph or Part of the clause or Schedule in which such reference appears.
- 1.2.7 All references to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.2.8 The clause and paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Deed.

2. CONDITIONALITY

- 2.1 Save for clauses 2, 3, 6, 7 and 8, which shall come into effect immediately upon completion of this Deed, this Deed is conditional upon the grant of the Planning Permission.

3. STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owner's interest in the Land and to the intent that the obligations on the part of the Owner herein contained falling within the provisions of Section 106 of the 1990 Act shall be planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council as local planning authority in accordance therewith but subject as hereinafter provided.
- 3.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenants prior to parting with such interest.
- 3.3 This Deed shall take effect from the date hereof PROVIDED THAT if the Planning Permission is revoked or expires by the effluxion of time then this Deed shall cease to have effect provided always that at the time of the said revocation no development has begun within the meaning of Section 56 of the 1990 Act.
- 3.4 The provisions of the 1999 Act shall not apply to this Deed and no third party shall have any rights to enforce the terms of this Deed.
- 3.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 3.6 In the event the Council shall at any time grant a Section 73 Permissions after the date of this Deed:
- (i) obligations in this Deed will relate to and bind any and all such Section 73 Permissions.

- (ii) the definitions of Application, Development and Planning Permission shall include reference to any such subsequent planning applications for the Section 73 Permissions
- (iii) the development permitted by the Section 73 Permissions and the Section 73 Permissions itself and this Deed shall hereafter take effect and be read and construed accordingly;

PROVIDED THAT

- (iv) nothing in this clause will fetter the discretion of the Council in determining any planning application for a Section 73 Permission and the appropriate planning obligations required in connection with the determination of any such planning application and any such further planning obligation or amendment by deed in connection with any Section 73 Permission in the event the Council considers it necessary.

3.7 If any of the Contributions due under this Deed are paid late Interest will be payable from the date payment is due to the date of payment.

3.8 Any sum referred to in this Deed shall be increased by an amount equivalent to the increase in the Price Index from the date hereof until the date on which such sum is actually paid

4. OWNER COVENANTS

4.1 The Owner covenants with the Council to fulfil the obligations and restrictions specified in this Deed.

5. OWNER'S FURTHER OBLIGATIONS

The Owner further undertakes as follows:

5.1 To supply to the Council (within 21 days of the Council's written request to do so) such information as the Council within its reasonable discretion considers that it requires in order to determine whether the terms and conditions of this Deed are being observed.

6. REGISTRATION

The parties hereby consent to the registration of this Deed as a local land charge by the Council.

7. NOTICES

Any notice consent or approval required to be given under this Deed to any party to this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post to the address of the party aforesaid or such other address for service as shall have been previously notified by the party to the other parties.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and where there is a conflict between the two the laws of England shall prevail.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED as a DEED by
CUMBERLAND COUNCIL**

**Whose COMMON SEAL was hereunto affixed
in the presence of:**

THE FIRST SCHEDULE

("the Land")

ALL THAT piece or parcel of land known as LAND AT LECONFIELD INDUSTRIAL ESTATE,
CLEATOR MOOR **ALL OF WHICH** said land is shown for identification purposes only edged with a
red line on the Plan

THE SECOND SCHEDULE

("the Obligations and Restrictions")

1 TRAVEL PLAN MONITORING FEE

- 1.1 The Owner will pay to the Council the Travel Plan Monitoring Fee prior to Occupation of the Development.
- 1.2 Owner will not Occupy or permit Occupancy until the Travel Plan Monitoring Fee has been paid to the Council

2 Highway Improvement Contribution at Moresby Road/Cleator Moor Road/Main Street"

- 2.1 The Owner will pay to the Council the Highway Improvement Contribution at Moresby Road/Cleator Moor Road/Main Street prior to any Commencement of Development taking place on the Development land and
- 2.2 The Owner will not Commence or permit Commencement until the Highways Improvement Contribution at Moresby Road/Cleator Moor Road/Main Street" has been paid to the Council.

3 Highway Improvement Contribution at Cleator Moor Road/Overend Road"

- 3.1 The Owner will pay to the Council the Highway Improvement Contribution at Cleator Moor Road/Overend Road prior to any Commencement of Development taking place on the Development land and
- 3.2 The Owner will not Commence or permit Commencement until the Highways Improvement Contribution at Cleator Moor Road/Overend Road has been paid to the Council.