

Bilateral Agreement.pdf - Adobe Reader

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2.4 This Deed will be registered as a local land charge by the Council.

2.5 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, whether or not pursuant to an appeal.

3. **LEGAL EFFECT**

This Deed shall have immediate effect save for the obligations contained in clauses 4.1 and 4.2 and the Schedules referred to in those clauses which do not come into effect until the Commencement Date.

4. **OBLIGATIONS OF THE PARTIES**

4.1 The Landowner agrees with the Council to comply with the obligations set out in **Schedule[s] 1 [to [NUMBER]]** in relation to the Development.

4.2 The Council agrees with the Landowner to comply with the obligations set out in **Schedule[s] 1 [to [NUMBER]]**.

4.3 The Council agrees with the Landowner that it will issue the Planning Permission as soon as reasonably practicable after the date of this Deed.

4.4 The Council agrees to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4

4.5 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date.

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4. **OBLIGATIONS OF THE PARTIES**

4.1 The Landowner agrees with the Council to comply with the obligations set out in Schedule[s] 1 [to [NUMBER]] in relation to the Development.

4.2 The Council agrees with the Landowner to comply with the obligations set out in **Schedule 1.**

4.3 The Council agrees to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4.4 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date.

5. **TERMINATION OF THIS DEED**