

AN AGREEMENT dated the

day of

2014

BETWEEN:

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA (the "Seller")
- (2) **TAYLOR WIMPEY UK LIMITED** (Company Number: 1392762) whose registered office is situated at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR (the "Buyer")

WHEREBY IT IS AGREED AS FOLLOWS:

## 1. DEFINITIONS

1.1 In this Agreement the:

**"Anticipated Section 106 Agreement Costs"** means the sum of Seven Hundred and Sixty Seven Thousand One Hundred and Fifteen Pounds (£767,115) which sum comprises an allowance of:

- (a) £35,188 as a Commuted Sum for Off-site Informal Public Open Space
- (b) £90,322 as a Commuted Sum as a contribution to the construction and/or equipping of a children's play area in Off-site Public Open Space
- (c) £76,950 for the provision of SYPTE Travel Passes
- (d) £564,655 as the payment for the provision of Affordable Housing outside the Property
- (e) £0 in relation to any requirement for the payment of Community Infrastructure Levy in relation to the Property
- (f) £0 in relation to any requirement for the provision of Formal Recreation

**"Anticipated Section 278 Agreement Costs"** means the sum of Six Hundred and Eighteen Thousand Pounds (£618,000)

**"Buyer's Solicitors"** means Legal Department Taylor Wimpey UK Limited Sandpiper House Peel Avenue Wakefield WF2 7UA (Ref: Mr A J Girling).

**"Completion Date"** means the date determined pursuant to Clause 3.7 in respect of which time shall be of the essence

**"Conditions"** means the Planning Condition and the Section 278 Condition.

**"Contract Rate"** means four per cent (4%) over the base rate of National Westminster Bank plc.

**"Plan"** means the plan annexed hereto

**“Unacceptable Planning Condition(s)”**

means any condition attached to or imposed by a Planning Permission or contained in a Planning Obligation which:-

- (1) requires more than 11 of the dwellings to be constructed on the Property for the provision of Affordable Housing (as defined in Annex 2 of NPPF) and in relation to the tenure of such Affordable Housing requires the provision of any mix other than 80% for Social Rented Housing and 20% to be provided for Intermediate Rent
- (2) which makes the Planning Permission personal to the Buyer or to any specific person or class of persons
- (3) which prevents development of the property without the agreement or co-operation of an independent third party
- (4) which requires that any of the dwellings to be constructed within the Property have to comply with any standard over and above Level 3 of the Code for Sustainable Homes
- (5) which prevents development of the Property without the carrying out and completion of offsite drainage works or improvements
- (6) contains any requirement for the Development to achieve more than a 15% reduction on carbon emissions over and above the current Building Regulations

(7) which could not at the time the Planning Application was lodged have been reasonably anticipated by the Buyer and which is likely either to increase materially the costs being incurred by the Buyer in carrying out the development of the Property or in the reasonable view of a residential developer to affect materially the commercial viability to the Buyer of carrying out the development of the Property

## 2. STATEMENT OF THE CONDITION

This Condition requires the grant of a Satisfactory Planning Permission in respect of which:

- 2.1 Planning Proceedings are not issued before the expiry of the Challenge Period; or
- 2.2 in the event that Planning Proceedings are so issued they are finally determined without prospect of appeal or further challenge to a higher court or tribunal in such a way as to leave in place a Satisfactory Planning Permission

and the Condition is satisfied on the occurrence of the first of the circumstances specified in paragraphs 2.1 or 2.2 above

## 3. LONGSTOP DATE

The Longstop Date applicable to this Condition is the latest of the following dates:-

- 3.1 The date 12 months after the date of this Agreement
- 3.2 If by the date set out in paragraph 3.1 a decision in relation to any Planning Application is awaited (or any Planning Obligation in conjunction therewith has not been completed) the date 20 working days after receipt by the Buyer of the written notice of decision from the Planning Authority in relation thereto and the date 20 working days after completion of any Planning Obligation (if later)
- 3.3 if by the date set out in paragraph 3.1 (or the date determined pursuant to paragraph 3.2) the Challenge Period has not expired in relation to a Satisfactory Planning Permission the date which is the fifth Working Day following the expiry of the Challenge Period or if Planning Proceedings are