DATED 12th December 2016

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

DAVID BESWICK and JUDITH ANNE BESWICK

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to development on land at High Street, Shafton, in the County of South Yorkshire

A.C. Frosdick, LL.B. DipLG,
Director of Legal and Governance
Town Hall,
Barnsley S70 2TA.

THIS AGREEMENT (signed as a deed) is made the 12th day of December 2016

BETWEEN: -

(1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire, S70 2TA (**"Council"**) of the first part; and

(2) **DAVID BESWICK and JUDITH ANNE BESWICK** both of High North Farm Fellbeck Harrogate North Yorkshire HG3 5EY (**"Owner"**) of the second part.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

DEFINITIONS

GENERAL DEFINITIONS

"1990 Act"	means the Town and Country Planning Act 1990 as amended;
"Affordable Housing"	means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally on the open market and which has the same meaning given to it in annex 2 of the National Planning Policy Framework;
"Affordable Housing Commuted Sum"	means if applicable the sum of: -

Affordable Rented Dwellings

1. £67,536 (sixty seven thousand five hundred and thirty six pounds) per 2 bed bungalow Affordable Rented Dwelling;

2. £50,706 (fifty thousand seven hundred and six pounds) per 2 bed house Affordable Rented Dwelling;

3. £53,173 (fifty three thousand one hundred and three pounds) per 3 bed house Affordable Rented Dwelling;

Intermediate Dwellings

4. £50,656 (fifty thousand six hundred and fifty six pounds) per 2 bed bungalow Intermediate Dwelling;

that may be paid to the Council by the Owner and used by the Council in lieu of the provision of Affordable Housing on the Land for the provision of, or improvements to, existing Affordable Housing elsewhere within the Council's area;

"Affordable Housing Units" means 6 Dwellings of Affordable Housing comprising of the Intermediate Dwellings and the Affordable Rented Dwellings to be provided in accordance with paragraph 1 of the First Schedule and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Housing Unit Prices" means the prices of the Affordable Housing Units that shall be:

1. £54,700 (fifty four thousand and seven hundred pounds) in respect of the 2 bed bungalow Affordable Rented Dwellings;

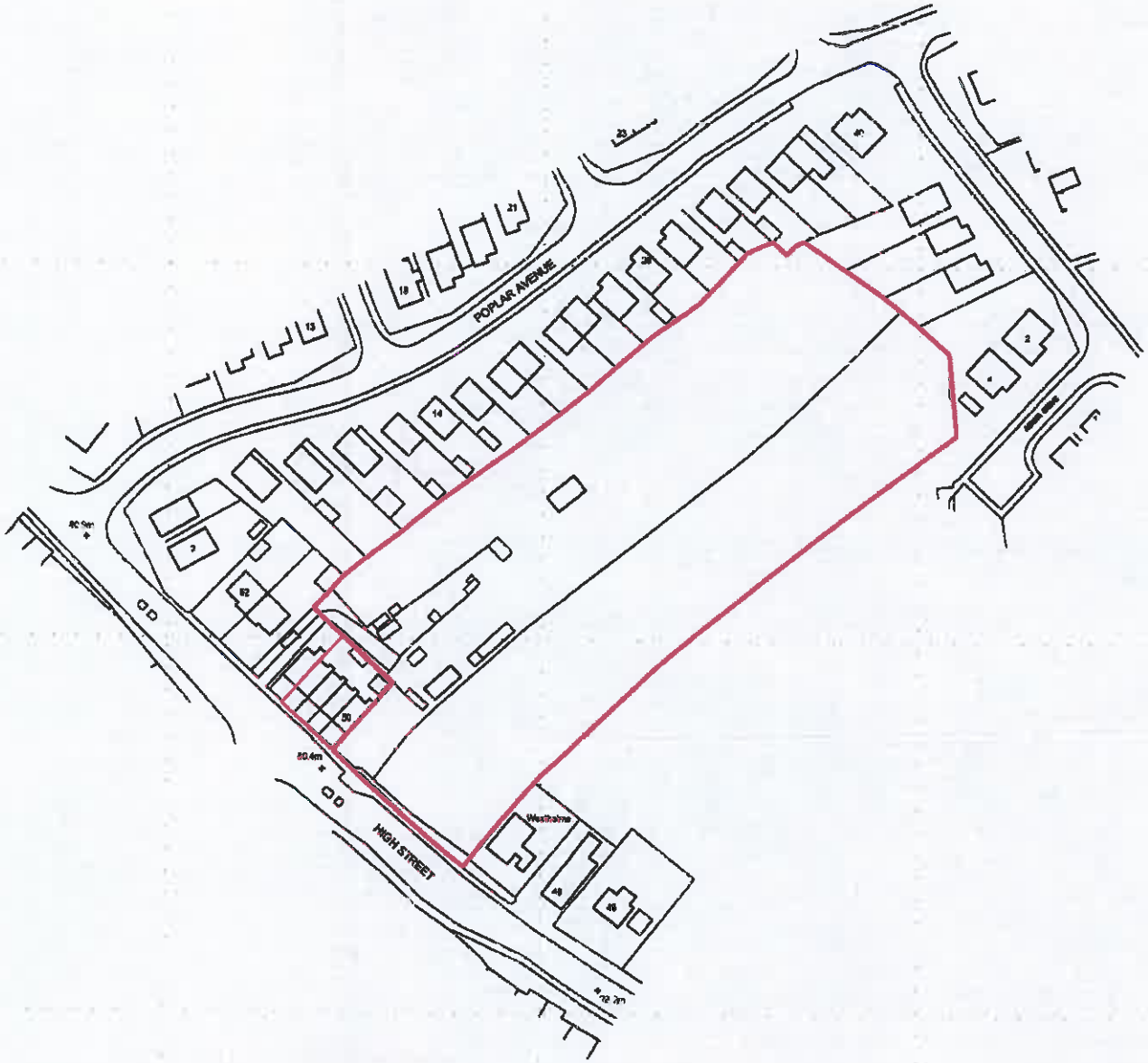
2. £56,480 (fifty six thousand four hundred and eighty pounds) in respect of the 2 bed house Affordable Rented Dwellings; and

3. £64,063 (sixty four thousand and sixty three pounds) in respect of the 3 bed house Affordable Rented Dwelling; and

4. £74,580 (seventy four thousand five hundred and eighty pounds) in respect of the 2 bed bungalow Intermediate Dwelling;

"Affordable Rent" means an affordable rent of no more than 80% of the Market Rent;

"Affordable Rented Dwellings" has the same meaning as the term "affordable rented housing" contained in the definition of Affordable Housing contained in the glossary at Annex 2 of the National Planning Policy Framework and comprises 5 Dwellings in total consisting of 2 x 2 bed bungalows to be constructed on plots 7-8; 2 x 2 bed houses to be constructed on plots 1-2



PLAN 1

Rev A Red line boundary amended 22.07.15
Revisions

Residential Development

at High Street
Shafton
Barnsley

for Oldham Access Services

Location Plan

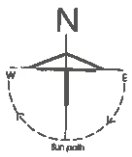
Farrar Bamforth Associates Ltd.

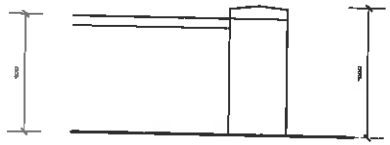
Chartered Architectural Technologists

51, Trinity Street, Huddersfield HD1 4DN
Tel. (01484) 424008 Fax (01484) 512305
E-mail : design@farrarbamforth.co.uk
Website : www.farrarbamforth.co.uk

Drawn	DRH
Date	October 2014
Scales	1:1250 @ A3
Drawing No.	13-D95-OS Rev. A

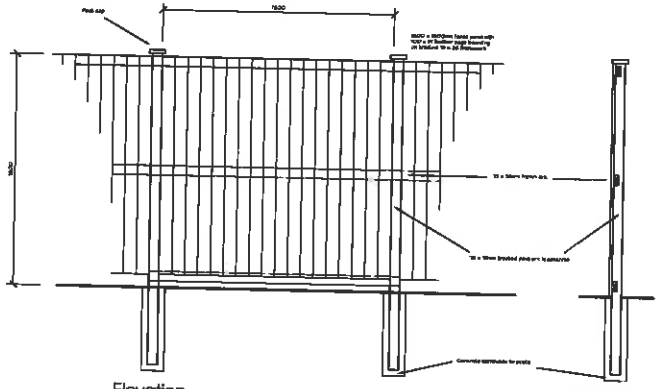
0 10 20 30 40 50
Measurement Scale (mm)





Front Garden Wall Detail

PLAN 2



Privacy Fence Detail



House Type Schedule

Type	Bed Nos.	Floor Area	Garden Area	Parking No.	Notes
A1	2 bed	FIC	60m² -80m²	1 Space	Plots 1 to 3 Affordable
A2	3 Bed	FIC	80m² -85m²	1 Space	Rent Affordable
A3	3 bed bungalow	TBC	80m²+ 85m²	2 Spaces	Plots 14 AT Upside
B	3 Bed	100 Sq. Ft.	140m² -210m²	2 Spaces	
C	4 Bed	120 Sq. Ft.	130m² -260m²	2 Spaces	
D	4 Bed	140 Sq. Ft.	190m² -260m²	2 Spaces	
E	4 Bed	200 Sq. Ft.	220m²	2 Spaces	

0 10 20 30 40 50
Measurement Scale (mm)

Rev H: Planning alterations	21.09.16
Rev G: House Type Schedule	13.09.16
Rev F: Blue line amended	25.08.16
Rev E: Parking alterations to Plots 1-4	22.07.16
Rev D: Planting added	10.03.16
Rev C: Layout amendments	17.09.14
Rev B: Planning amendments	15.09.14
Rev A: Minor amendments	04.03.14
Revisions:	

Residential Development

at High Street
Shafton
Barnsley

for Oldham Access Services

Site Layout

Farrar Bamforth Associates Ltd.
Chartered Architectural Technologists

51, Trinity Street, Huddersfield HD1 4DN
Tel. (01484) 424006 Fax. (01484) 512305
E-mail : design@farrarbamforth.co.uk
Website : www.farrarbamforth.co.uk

Drawn	DRH
Date	February 2014
Scales	1:500 @ A1
Drawing No.	13-065-04 Rev. H

	and 1 x 3 bed house to be constructed on plot 3 or such other locations and / or house types that may be agreed in writing between the Owner and the Council from time to time such properties to be made available at an Affordable Rent to persons in accordance with the Registered Provider's policy, and Affordable Rented Dwelling shall be construed accordingly;
"Application"	means the application reference number 2015/0456 and registered by the Council on 1 July 2015 for residential development of 38 dwellings on the Land (outline – seeking approval over means of access and layout);
"Chargee"	means any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;
"Commencement of Development"	means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the 1990 Act and reference to "**Commence Development**" shall be construed accordingly;
"Council's Approved List"	means the following Registered Providers: Berneslai Homes Limited; South Yorkshire Housing Association Limited; Yorkshire Housing Limited; Guinness Northern Counties Limited; Equity Housing Group Limited; Leeds and Yorkshire Housing Association Limited; Chevin Housing Association Limited; and Wakefield and District Housing Limited or such other Registered Provider(s) that may be agreed in writing between the Owner and the Council from time to time;
"Development"	means the development of the Land in accordance with the Planning Permission and Reserved Matters Consent;
"Dwellings"	means the residential units that may be built on the Land as part of the Development and reference to "**Dwelling**" shall be construed accordingly;
"First Occupier"	means the first occupier for residential purposes of each

	Dwelling excluding all subsequent occupations and reference to "**First Occupation**" shall be construed accordingly;
"Head of Planning and Building Control"	means the Head of Planning and Building Control of the Council for the time being or such other officer of the Council nominated by him or her for the purposes of this Agreement;
"Independent Surveyor"	means a member of the Royal Institution of Chartered Surveyors appointed by the Owner but first approved by the Council and reference to "**Independent Surveyors**" shall be construed accordingly;
"Index Linked"	means such increase to the sums payable to the Council under this Agreement as is necessary to reflect any increase in the Retail Price Index (All Items) (or such replacement index thereof) for the period commencing from the date of this Agreement and ending on the date of payment such increase to be calculated by reference to the index most recently published at the date at which the relevant payment is made;
"Interest Rate"	means interest at 4 per cent above the base lending rate of the Bank of England from time to time and in every case compounded on the first day of June and December in each year;
"Intermediate Dwellings"	has the same meaning as the term "intermediate housing" contained in the definition of Affordable Housing contained in the glossary at Annex 2 of the National Planning Policy Framework and comprises 1 Dwellings in total consisting of 1 x 2 bed bungalow to be constructed on plot 9 or such other locations and / or house types that may be agreed in writing between the Owner and the Council from time to time such properties to be made available at an Intermediate Rent to persons in accordance with the Registered Provider's policy;
"Intermediate Rent"	means an intermediate rent up to 80% of the Market Rent;
"Land"	means all that land at High Street, Shafton, shown for identification purposes only edged red on Plan 1;

"Market Rent"	means the average local market rent for a Dwelling in Barnsley with that number of bedrooms that would be leased between a willing lessor and willing lessee on appropriate lease terms in an arms-length transaction after proper marketing, and where the parties have each acted knowledgeably, prudently and without compulsion;
"National Planning Policy Framework"	means the National Planning Policy Framework as published in March 2012 by the Department for Communities and Local Government (or any future guidance or initiative that replaces or supplements it);
"Occupation" and "Occupy"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expression **"Occupants"** shall be construed accordingly;
"Open Market Dwellings"	means the residential units that may be built on the Land as part of the Development excluding the Affordable Housing Units and reference to **"Open Market Dwelling"** shall be construed accordingly;
"Plan 1"	means the plan attached to this Agreement and marked "Plan 1";
"Plan 2"	means the plan attached to this Agreement and marked "Plan 2";
"Planning Permission"	means a planning permission to be granted pursuant to the Application substantially in the form of the draft is annexed in the Second Schedule;
"Practical Completion"	means either: 1. the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations; or 2. the issue of buildmark cover note by the National House-Building Council or guarantee issued by

Premier LABC warranty;

"Protected Tenant" means any tenant who:

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

(c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

"Public Open Space Contribution" means the sum of £67,254.32 (sixty seven thousand two hundred and fifty four pounds and thirty two pence) Index Linked to be paid by the Owner to the Council as its total contribution towards the provision of and or improvement to sports and / or recreation facilities within Shafton the need for which directly arises from the Development;

"Reasonable Endeavours" means it is agreed by the parties that the party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable;

"Registered Provider" means a registered provider as defined by the Housing and

	Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as may be proposed by the Owner and approved by the Council;
"Reserved Matters Consent"	means any approval of reserved matters consent which may be granted pursuant to the Planning Permission;
"Statutory Undertaker"	means any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;
"Working Day"	means a weekday (Saturdays, Sundays and public holidays and the days between Christmas Day and New Year's Day excepted) and reference to **"Working Days"** shall be construed accordingly.

1.2 Where the context so requires: -

1.2.1 The singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate;

1.2.2 References to any party in this Agreement shall include the successors in title and assigns of that party and in the case of the Council shall include any successor local planning authority exercising planning powers under the 1990 Act;

1.2.3 Where a party includes more than one person any obligations of that party shall be joint and several;

1.2.4 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing;

1.2.5 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it;

1.2.6 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement; and

1.2.7 Clause headings are for reference only and shall not affect the construction of this Agreement.

2 RECITALS

2.1 By virtue of the 1990 Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Land is situated and is the Authority by whom the planning obligations hereby created are enforceable.

2.2 The Owner is the registered proprietor with absolute title of the Land registered at HM Land Registry under Title Number SYK630483 SYK496592 SYK485063 and SYK631385.

2.3 The Application was submitted to the Council on behalf of the Owner for planning permission for the Development.

2.4 The Council would not grant Planning Permission for the Development unless the planning obligations contained herein were entered into by the Owner.

2.5 The Owner by entering into this Agreement does so to create planning obligations in respect of the Land and each part of it in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

3 OPERATIVE PROVISIONS

3.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act as substituted by Section 12 of the Planning and Compensation Act 1991 and to the extent that the covenants in this Agreement are not made under Section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling.

3.2 The planning obligations comprised in this Agreement shall not become effective until the following conditions are satisfied:-

3.2.1 the Planning Permission has been granted; and

3.2.2 (except where stated otherwise in this Agreement) the Commencement of Development.

3.3 Subject to clause 3.2 the Owner hereby covenants with the Council that the Land shall be permanently from the date hereof bound by and subject to the restrictions and provisions regulating the Development and use thereof specified in the First Schedule and the Developer acknowledges that its interest in the Land will be bound by the planning obligations in the First Schedule.

3.4 It is agreed and declared as follows: -

3.4.1 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -

(a) occurring after he or it has parted with his or its interest in the Land 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);

(b) if he shall be an occupier or tenant of any of the Dwellings or a purchaser of an individual Dwelling;

(c) if it is a Statutory Undertaker which has an interest in any part of the Land for the purposes of its undertaking.

3.4.2 Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with clauses 3.4.3 and 3.4.4 to the determination of a person ("**Expert**").

3.4.3 Any reference to an Expert in accordance with clause 3.4.2 shall be to a reputable person unconnected to any of the parties hereto and experienced in matters to which the subject matter of the dispute relates and who shall be agreed between the parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Law Society and the decision of the Expert shall be final and binding upon the parties to the dispute and the parties hereby agree to

act in accordance with the decision (save for manifest error).

3.4.4 Each of the parties to the dispute referred to an Expert pursuant to clause 3.4.3 shall be entitled to submit to the Expert representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Expert himself) shall be paid.

3.4.5 Where any notice or confirmation is to be served on the Council under the terms of this Agreement such notice or confirmation shall be sent to Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2015/0456.

3.4.6 If the Planning Permission shall expire before the Commencement of Development or shall at any time be modified (without the consent of the Owner) or revoked this Agreement shall terminate and cease to have effect.

3.4.7 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.

3.4.8 The obligations hereby created shall be registered as a Local Land Charge.

3.4.9 No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

3.4.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.

3.4.11 The Owner shall pay to the Council its reasonable legal fees incurred in the preparation, negotiation and completion of this Agreement.

3.4.12 Wherever this Agreement requires the approval agreement determination or consent of the Council or the Owner such approval agreement determination or consent is not to be unreasonably withheld or delayed.

3.4.13 The parties shall act reasonably and in good faith in the performance of their obligations in this Agreement.

3.4.14 If the Council does not receive payment of any money due under this Agreement on the due date the Owner will pay interest on the money concerned to the Council at the Interest Rate from the due date until the date of actual receipt by the Council provided that this sub-clause shall not prejudice any other right or remedy of the Council for the recovery of any money due.

FIRST SCHEDULE

("the Owner's Covenants")

The Owner hereby covenants with the Council: -

1. **AFFORDABLE HOUSING**

On-Site Affordable Housing Provision

1.1 The Affordable Rented Dwellings shall not be used or Occupied other than as Affordable Rented Dwellings and the Intermediate Dwellings shall not be used or Occupied other than as Intermediate Dwellings save that the Affordable Rented Dwellings may be used as Intermediate Dwellings and the Intermediate Dwellings may be used as Affordable Rented Dwellings with the written permission of the Head of Planning and Building Control and further this obligation shall not be binding on:

1.1.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges;

1.1.2 any Chargee provided only that the Chargee shall have first complied with the obligations at paragraph 1.2 below; or

1.1.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

1.2 A Chargee shall prior to seeking to dispose of any Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 30 Working Days prior notice to the Council of its intention to dispose and:

1.2.1 in the event that the Council responds within 30 Working Days from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and shall use its best endeavours to secure such transfer;

1.2.2 if the Council does not serve its response to the notice served under paragraph 1.2.1 of this Schedule within 30 Working Days then the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule as Open Market Dwellings;

1.2.3 if the Council or any other person cannot within 30 Working Days of the date of service of its response under paragraph 1.2.1 of this Schedule secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.2 of this Schedule the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule as Open Market Dwellings

PROVIDED THAT at all times the rights and obligations in this paragraph 1.2 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

1.3 The plot locations of the Affordable Housing Units have been agreed between the Council and the Owner and are indicated on Plan 2.

1.4 Subject to paragraph 1.10 of this Schedule not to cause or permit more than:

1.4.1 15 of the Open Market Dwellings to be Occupied until 3 of the Affordable Housing Units; and

1.4.2 25 of the Open Market Dwellings to be Occupied until all of the Affordable Housing Units

have been constructed to the same external standard as the Open Market Dwellings and transferred to a Registered Provider at the Affordable Housing Unit Prices and on terms that accord with the Homes and Communities Agency funding requirements current at the date of this Agreement.

1.5 The Affordable Housing Units shall be transferred to a Registered Provider with the benefit of the following:

1.5.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and

1.5.2 full and free rights to the passage of water soil electricity gas and other services through the pipes channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains.

1.6 The Owner shall provide the Council with notice upon the Practical Completion of each Affordable Housing Unit.

1.7 The Owner shall use its Reasonable Endeavours to market the Affordable Housing Units to a Registered Provider appearing on the Council's Approved List and will promptly upon agreeing heads of terms for a transfer of the Affordable Housing Units to the Registered Provider submit to the Council the name of the chosen Registered Provider for the Council's approval (such approval not to be unreasonably withheld or delayed) ("**the Initial Registered Provider Transfer Terms**"). For the avoidance of doubt, the Owner shall not transfer the Affordable Housing Units to a Registered Provider not appearing on the Council's Approved List subject to any variations to the Council's Approved List that may be agreed in writing between the Council and the Owner from time to time.

1.8 The Owner will thereafter use Reasonable Endeavours to exchange contracts with the Registered Provider agreed under paragraph 1.7 above for the sale of the Affordable Housing Units and will keep the Council informed on the Owner's progress.

1.9 If the proposed sale does not proceed in accordance with the Initial Registered Provider Transfer Terms the Owner will continue to use Reasonable Endeavours to exchange contracts with an alternative Registered Provider appearing on the Council's Approved List (subject to any variations to the Council's Approved List that may be agreed in writing between the Council and the Owner from time to time) and will keep the Council informed of the Owner's progress.

1.10 If any of the Affordable Housing Units have not been contracted for sale to the Registered Provider within nine calendar months of the date of Practical Completion of the Affordable Housing Unit or such earlier date agreed in writing by the Council and the Council is satisfied that paragraphs 1.7 to 1.9 of this Schedule have been complied with then the Owner shall pay the Affordable Housing Commuted Sum to the Council **PROVIDED THAT** such sum shall only be payable in respect of those Affordable Housing Units not already transferred to a Registered Provider and upon such payment the Owner will be free to offer such dwellings for sale on the open market free from the obligations in this Schedule as Open Market Dwellings.

1.11 Any agreement to sell or transfer the Affordable Housing Units to a Registered Provider shall contain the following minimal provisions:

1.11.1 The grant by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Unit; and

1.11.2 A reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Open Market Dwellings.

1.12 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission, the Reserved Matters Consent and the appropriate design and space standards set out in the "South Yorkshire Residential Design Guide 2011" (or any guidance that supplements or replaces it) unless otherwise agreed in writing with the Council and shall provide each Affordable Housing Unit with all necessary rights of access and egress from the same together with all the essential water, sewerage and electricity supplies without the imposition of any financial cost or the creation of any ransom element.

2. **PUBLIC OPEN SPACE CONTRIBUTION**

2.1 Within 28 days of the Commencement of Development to pay £33,627.16 (thirty three thousand six hundred and twenty seven pounds and sixteen place) of the Public Open Space Contribution as Index Linked has been paid to the Council.

2.2 To notify the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until £33,627.16 (thirty three thousand six hundred and twenty seven pounds and sixteen pence) of the Public Open Space Contribution as Index Linked has been paid to the Council.

SECOND SCHEDULE

("Draft Decision Notice")

BARNSLEY
Metropolitan Borough Council

Place Directorate
Economic Regeneration
Planning and Building Control
Head of Service: Joe Jenkinson

GRANT OF PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2015/0456

To Farrar Bamforth Associates Ltd
51Trinity Street
Huddersfield
West Yorkshire
HD1 4DN
United Kingdom

DESCRIPTION Residential Development of 38 no. dwellings (Outline, seeking approval over means of access and layout).
LOCATION Land at High Street, Shafton, Barnsley, S72 8QB

Permission is granted for the proposals which were the subject of the Application and Plans registered by the Council on 01 July 2015 and described above.

The approval is subject on compliance with the following conditions:

1 The development hereby permitted shall not be commenced unless and until approval of the following reserved matters has been obtained in writing from the Local Planning Authority:-

(a) scale of building(s)
(b) the design and external appearance of the proposed development.
(c) landscaping
Reason: In order to allow the Local Planning Authority to assess the details of the reserved matters with regard to the development plan and other material considerations.

2 Application for approval of the matters reserved in Condition No. 1 shall be made to the Local Planning Authority before the expiration of three years from the date of this permission, and the development, hereby permitted, shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved.
Reason: In order to comply with the provision of Section 92 of the Town and Country Planning Act 1990.

3 The development hereby approved shall be carried out strictly in accordance with the layout plans as approved (13-D95-04 'Site Layout') unless required by any other conditions in this permission.
Reason: In the interests of the visual amenities of the locality and in accordance with LDF Core Strategy Policy CSP 29, Design.

4 Detailed plans shall accompany the reserved matters submission indicating existing ground levels, finished floor levels of all dwellings and associated structures, road levels and any proposed alterations to ground levels. Thereafter the development shall proceed in

accordance with the approved details.
Reason: To enable the impact arising from need for any changes in level to be assessed and in accordance with LDF Core Strategy Policy CSP 29, Design.

5 The maximum scale of the plots 1-28 shall be limited to two storey development only.
Reason: In the interests of the visual and residential amenities of the locality and in accordance with LDF Core Strategy Policy CSP 29, Design.

6 No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:
- The parking of vehicles of site operatives and visitors
- Means of access for construction traffic
- Loading and unloading of plant and materials
- Storage of plant and materials used in constructing the development
- The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- Wheel washing facilities
- Measures to control the emission of dust and dirt during construction
- Measures to control noise levels during construction

Reason: In the interests of highway safety, residential amenity and visual amenity, in accordance with Core Strategy Policies CSP 26 and CSP 40.

7 Prior to the commencement of development, details shall be submitted to and approved in writing by the Local Planning Authority of arrangements which secure the following highway improvement works:

a) Removal of parking lay by on High Street;
b) Provision of right turning pocket on High Street;
c) Provision of central island on High Street with guard rails and tactile crossings;
d) Measures to prevent parking on High Street and the new access road;
e) Provision of any necessary signing/lining;
f) Provision of/any necessary alterations to street lighting;
g) Provision of/any necessary alterations to highway drainage;
h) Any resurfacing/reconstruction as necessary.
The works shall be completed in accordance with the approved details and a timetable to be submitted to and approved in writing by the Local Planning Authority.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

8 Visibility splays, having the dimensions 2.4m x 90m, shall be safeguarded at the junction of the access road with High Street, such that there is no obstruction to visibility and forming part of the adopted highway.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

9 Pedestrian intervisibility splays, having the dimensions 2m x 2m, shall be safeguarded at the drive entrance/exit such that there is no obstruction to visibility at a height exceeding 1m above the nearside channel level of the adjacent highway,
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

10 Vehicular and pedestrian gradients within the site shall not exceed 1:12.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

11 Prior to any works commencing on-site, a condition survey (including structural integrity) of the highways to be used by construction traffic shall be carried out in association with the Local Planning Authority. The methodology of the survey shall be approved in writing by the Local Planning Authority and shall assess the existing state of the highway. On completion of the development a second condition survey shall be carried out and shall be submitted for the written approval of the Local Planning Authority, which shall identify defects attributable to the traffic ensuing from the development. Any necessary remedial works shall be completed at the developer's expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

12 No development shall take place until:

(a) Full foul and surface water drainage details, including a scheme to reduce surface surface water run-off by at least 30% and a programme of works for implementation, have been submitted to and approved in writing by the Local Planning Authority:

(b) Porosity tests are carried out in accordance with BRE 365, to demonstrate that the subsoil is suitable for soakaways;

(c) Calculations based on the results of these porosity tests to prove that adequate land area is available for the construction of the soakaways;

Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented and the scheme shall be retained throughout the life of the development.
Reason: To ensure proper drainage of the area, in accordance with Core Strategy policy CSP4.

13 No development or other operations being undertaken on site shall take place until the following documents in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations have been submitted to and approved in writing by the Local Planning Authority:

Tree protective barrier details
Tree protection plan
Arboricultural method statement

The erection of barriers and any other measures specified for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced off in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority.
Reason: To ensure the continued wellbeing of the trees in the interests of the amenity of the locality in accordance with Core Strategy Policy CSP 36 Biodiversity and Geodiversity.

14 No hedges or trees on the site (except those shown to be removed on the approved plan), or their branches or roots, shall be lopped, topped, felled, or severed without prior written approval from the Local Planning Authority. If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such a size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.
Reason: To safeguard existing trees/hedges, in the interests of the visual amenities of the locality.

15 Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays.
Reason: In the interests of the amenities of local residents and in accordance with Core Strategy Policy CSP 40.

16 Prior to commencement of development an investigation and risk assessment to assess the nature and extent of any contamination on the site shall be submitted to and approved in writing by the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The report of the findings must include:
(i) a survey of the extent, scale and nature of contamination;
(ii) an assessment of the potential risks to:
- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).
This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.
The development shall be carried out in accordance with the approved report including any remedial options.
Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Core Strategy Policy CSP 39.

17 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (No. 2) (England) Order 2008 (or any Order revoking or re-enacting that Order with or without modification), no enlargement, improvement or other alteration of plots 37, 38 which would otherwise be permitted by Part 1 of Schedule 2 to that Order shall be carried out without the prior written consent of the Local Planning Authority, and no garages or other outbuildings shall be erected.
Reason: To safeguard the privacy and amenities of the occupiers of adjoining residential property in accordance with Core Strategy Policy CSP 29.

18 Prior to commencement of development full details of the mitigation measures identified in the Ecological Survey, including a timetable for their implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.
Reason: To conserve and enhance biodiversity in accordance with Core Strategy Policy CSP 36.

Informative(s)

Pursuant to article 31(1)(cc) of the Town and Country Planning (Development Management Procedure) Order 2010 (as amended), the Local Planning Authority have, where possible, made a pre-application advice service available, complied with our Planning Service Charter for Business and otherwise actively engaged with the applicant in dealing with the application.

Please be aware that the Council monitors construction sites and open land within the vicinity such sites in an attempt to prevent fly tipping (i.e. unauthorised deposit of waste on land), which is illegal under the Environmental Protection Act 1990. The penalties for fly-tipping can include:

- *a fine of up to £50,000 and*
- *up to six months imprisonment on conviction*

Therefore, if necessary, please ensure that all demolition waste and waste associated with the construction of the approved development is disposed of via approved methods and that documents are retained to prove this.

1	The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining features are unexpectedly encountered during development, these should be reported immediately to The Coal Authority on 0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority
2	This permission shall not be construed as granting rights to carry out works on, under or over land not within the ownership, or control, of the applicant.
3	The applicant's attention is drawn to the comments provided in the consultation response received by the Local Planning Authority from Yorkshire Water dated 22nd July 2015.

Signed JM Jenkinson Dated 26 October 2016

Joe Jenkinson

Head of Planning and Building Control

The grant of this consent does not constitute or imply permission, approval or consent by the Local Authority for any other purpose.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of **BARNSLEY**)
METROPOLITAN BOROUGH)
COUNCIL was hereunto affixed to this)
Deed in the presence of:-)

Borough Secretary/Authorised Signatory

No. 52
IN REGISTER

EXECUTED AS A DEED BY)
JUDITH ANNE BESWICK)
in the presence of:)

Signature Judith A. Beswick

Name of witness JOHN EASTWOOD

Address 16 VICTORIA MILLS
HOLMFIRTH
HD9 2TP

Occupation

DEVELOPER

EXECUTED AS A DEED BY)
DAVID BESWICK)
in the presence of:)

Signature

Name of witness HANNAH EASTWOOD

Address 16 VICTORIA MILLS
HOLMFIRTH
HD9 2TP

Occupation

OSTEOPATH