DATED 21st January **2014**

PLANNING AGREEMENT

between

(1) BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

(2) GLEESON DEVELOPMENTS LIMITED

Planning Obligation Agreement under
Section 106 Town & Country Planning Act 1990

relating to land at

Barnburgh Lane Goldthorpe, Bolton Upon Dearne

A.C. Frosdick, LL.B. DipLG,
Borough Secretary,
Town Hall,
Barnsley S70 2TA.
Ref PG/254/00288

THIS DEED is made the 21st day of January 2014

BETWEEN

1) BARNSLEY METROPOLITAN BOROUGH COUNCIL of 1 Gateway Plaza, Sackville St, Barnsley, South Yorkshire S70 ("the Council")

2) GLEESON DEVELOPMENTS LIMITED whose registered office is at Sentinel House Harvest Crescent Ancells Business Park, Fleet, Hampshire GU51 2QG (Company Registration Number; 00848808) ("the Owner")

RECITALS

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by whom the obligations and covenants contained in this Deed are enforceable

(B) The Owner is the registered proprietor of the registered land being registered at the Land Registry under title number SYK522219

(C) The Owner has submitted the Planning Application to the Council for the residential development of the Land

(D) The Planning Application has been granted Planning Permission subject to conditions. This agreement is entered into to ensure compliance with conditions 5, 6 and 13 of the Planning Permission.

OPERATIVE PART

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following terms shall have the following meanings: -

"1972 Act"	The Local Government Act 1972
" 1990 Act"	The Town and Country Planning Act 1990 (as amended)

" 2000 Act"	The Local Government Act 2000
"Commencement of Development"	means for the purposes of this Agreement 28 May 2012
"Completed" and "Completion"	In respect of a Dwelling, the issue of a Final Certificate under the Building Act 1984
" Development"	Means the development the subject of the Planning Permission
"Dwelling"	means any dwelling (including house flat or maisonette to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"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 or if that Price Index ceases to exist such index as the Council reasonably nominates
"Interest"	4% above the base rate published by the Bank of England from time to time
"Land"	Means the land at Barnburgh Lane Goldthorpe registered under title number SYK522219 and shown for identification purposes edged red on Plan 1 annexed hereto
"Occupation"	Means occupation of a Residential Unit for any purpose 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 relating to security operations and "Occupied" and "Occupy" shall be construed likewise.
"Plan 1"	Means the plan marked Plan 1 attached
"Plan 2"	Means the plan marked Plan 2 attached

Note
Please refer to drawing no. PL-60 - Land Ownership Plan for adjacent land ownership

Notes:
Sketch schemes may be based on plan information of unknown origin and is subject to verification and survey.
Contractors must verify all dimensions on site before commencing any work or shop drawings. This drawing is not to be scaled. Use figured dimensions only.
Building areas are liable to adjustment over the course of the design process due to ongoing construction detailing developments.

Subject to statutory approvals and survey.

50 40 30 20 10mm



Plan 1

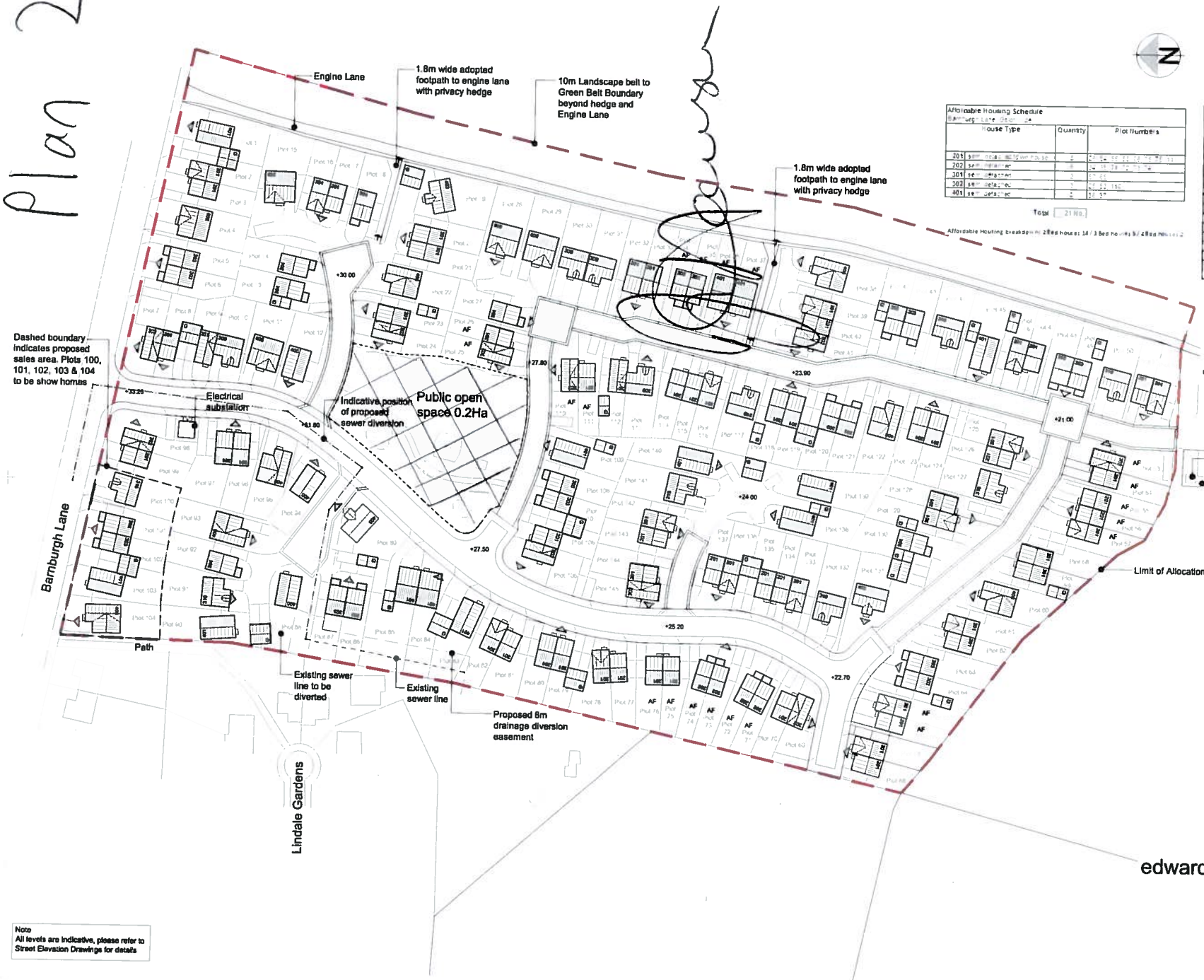
revisions
status Planning

edward | architectural services ltd
prospect house 32 sovereign street leeds ls1 6bj t 0113 398 4000
www.eas-limited.co.uk

project Barburgh Lane, Goldthorpe
client Gleeson Homes and Regeneration
title Location Plan

drawn cr checked ge date 07.12.11 scale 1:1250@A3
job no 0291 drawing no PL-01 rev .

Plan 2



Affordable Housing Schedule
Bamburgh Lane, Goldthorpe

House Type	Quantity	Plot Numbers
201 semi detached town house	6	27, 28, 29, 30, 31, 32
202 semi detached	6	33, 34, 35, 36, 37, 38
301 semi detached	3	71, 72, 73
302 semi detached	3	74, 75, 76
401 semi detached	3	69, 70, 77

Total 21 No.

Affordable Housing breakdown: 2 Bed houses 18 / 3 Bed houses 9 / 4 Bed houses 2

Notes:
Sketch schemes may be based on plan information of unknown origin and is subject to verification and survey.
Contractors must verify all dimensions on site before commencing any work or shop drawings. This drawing is not to be scaled. Use figured dimensions only.
Building areas are liable to adjustment over the course of the design process due to ongoing construction detailing developments.

Subject to statutory approvals and survey

50 40 30 20 10mm

Accomodation Schedule
Bamburgh Lane, Goldthorpe

House Type	Area sq.m	Quantity	Total Area (sq ft)
201 semi detached town house	651	30	19,530
202 semi detached	671	6	4,026
301 semi detached	759	34	25,806
302 semi detached	759	10	7,590
303 semi detached	772	16	12,352
304 detached	772	6	4,632
309 semi detached	793	4	3,172
310 detached	793	8	6,344
400 detached	960	3	2,880
401 semi detached	1,066	4	4,264
401 detached	1,066	9	9,594
403 detached	1,048	3	3,144
405 detached	1,137	5	5,685
406 detached	1,066	7	7,462

Total 145 No. 126,031 sq ft

Nett developable Site Area 8.79 Acres 13,275 sq ft Acre
Total Site Area 10.17 Acres

Car Parking Spaces 213 +64 garages
Total Car Parking Spaces 277 (1.9 spaces per dwelling)

Housing bedroom type breakdown: 2 Bed houses 36 / 3 Bed houses 78 / 4 Bed houses 31

P	Plots 84-85 now semis and rotated	23.03.12 cr
N	Plots 83-89 amended	21.03.12 cr
M	Housing mix altered, garages added	14.03.12 cr
L	Pumpstation layout changed	13.03.12 cr
	Driveways splayed in footpaths	
	All homezone roads now 5.5m wide	
K	Access road widened in accordance with planning officer's comments	08.03.12 cr
J	Shared surfaces widened	07.03.12 cr
	Roads extended to site boundary	
	Driveways at 90 deg to road, plot 18 & 37 fence splayed	
H	Plots 32-37 and 75-76 amended	23.02.12 cr
	Housing schedule and affordable housing mix altered	
G	5 Piece play area added	21.02.12 cr
	Affordable Housing Schedule added	
	Plots 28-37, 44, 71-73 & 84-88 altered	
	Additional footpath added to Engine Lane	
F	Sewer diversion altered	07.02.12 cr
E	Existing sewer line and proposed diversion shown	06.02.12 cr
D	Electrical substation added	03.02.12 cr
	Public Open Space enlarged and play are centralised	
	Total number of houses reduced by 2	
	Drainage diversion altered	
	Layout revised between plots 22-27 & 85-104	
C	202 house type reinstated	30.01.12 cr
B	All 202 houses replaced with 201s	27.01.12 cr
	Housing mix amended, schedule revised	
	Public Open Space enlarged	
	Rear parking added to some dwellings	
	Adopted footpath to Engine Lane added	
	Road to South of site now Homezone	
A	Plot 70 now 301	22.12.11 cr

revisions
status Planning

Note
All levels are indicative, please refer to Street Elevation Drawings for details

edward architectural services ltd
prospect house 32 sovereign street leeds ls1 4bj t 0113 396 4000
www.eas-limited.co.uk

project Bamburgh Lane, Goldthorpe
client Gleeson Homes and Regeneration
title Proposed Site Layout

drawn cr checked ge date 06.06.11 scale 1:1000@A3
job no 0291 drawing no PL-03 rev P

"Planning Permission"	Means the planning permission to be granted by the Council allocated planning reference number 2012/0935
"Practical Completion"	means issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect;
"Public Open Space"	Means the area hatched black and specifically marked "Public open space 0.2Ha" on Plan 2
"Public Open Space Commuted Sum"	Means the sum of £103,228 (one hundred and three thousand two hundred and twenty eight pounds) to be spent on public open space provision or improvements in the administrative area of the Council;
"Residential Units"	Means all of the Dwellings, excluding the Affordable Housing Units and "Residential Unit" shall be construed accordingly
"Travel Plan"	Means the travel plan submitted with the Planning Application dated December 2011 and with the reference 11-354-002.01

1.2. Where in this Deed reference is made to any clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule recital or plan in this Deed

1.3. Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that schedule

1.4. References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Council shall include the successors to their respective statutory functions

1.5. Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1.6. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

1.7. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise

1.8. Any reference 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.

2. LEGAL BASIS

2.1. This Deed is made pursuant to Section 106 of the 1990 Act section 2 of the 2000 Act and section 111 of the 1972 act and all other enabling powers

2.2. The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning, authority against the Owner.

3. CONDITIONALITY

3.1. This Deed is conditional upon:

3.1.1. the grant of the Planning Permission

3.1.2. the Commencement of Development save for the provisions of clauses 4.1.3, 4.1.6 and 6.1.2, which shall come into affect immediately upon completion of this Deed.

4. **AGREEMENTS AND DECLARATIONS**

4.1. The parties agree and declare that:

4.1.1. the provisions of this Deed shall not be enforceable by any person who is not a party to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

4.1.2. The covenants given in this Deed shall cease to have effect if

4.1.2.1. the Planning Permission is quashed revoked or otherwise withdrawn at any time; or

4.1.2.2. the Planning Permission expires prior to the Commencement of Development; or

4.1.2.3. the Planning Permission is modified by any statutory procedure without the consent of the Owner

4.1.3. this Deed shall be registrable as a local land charge by the Council as local planning authority

4.1.4. Following the performance and satisfaction of all of the obligations contained in this Deed the Council shall upon written request from the Owner effect the cancellation of all relevant entries made in the Register of Local Land Charges in respect of this Deed

4.1.5. no person or party shall be liable for a breach of the restrictions and obligations contained in this Deed after that person or party has parted with all of his interest in the Land or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting

4.1.6. the Owner agrees to give the Council immediate written notice of any change in ownership of its legal interest in the Land occurring before all

the obligations under this Deed have been discharged save in respect of the sale of the completed Dwellings to consumers and the sale of parts of the Land for infrastructure purposes to any supplier of services for the general use of the Development or any material part of it

4.1.7. nothing in this Deed 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 (whether or not on appeal) after the date of this Deed

4.1.8. nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not parties to this Deed

4.1.9. if any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired

4.1.10. No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

4.1.11. the obligations in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated to that statutory undertaker nor enforceable against any owner-occupier for the time being of a completed Dwelling on the Land or their successors in title.

4.1.12. where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed

4.1.13. any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

4.1.14. if any payment due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made

4.1.15 any sum payable under this deed by the Owner shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable

5. **COUNCIL'S COVENANTS**

The Council covenants to comply with its obligations set out in this Deed (including any obligations contained in the Schedules).

6. **OWNER'S COVENANTS**

6.1.1. The Owner covenants with the Council to observe and perform the obligations as set out in First, Second and Third Schedules

6.1.2. The Owner covenants to pay to the Council on the completion of this Deed the reasonable legal costs of the Council in preparing, negotiating and completing this Deed of £1000

7. **ARBITRATION**

7.1 In the event of any dispute or difference arising between the parties to this Deed either party may refer such dispute or difference to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly

relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

8. JURISDICTION

This Deed shall be governed by and interpreted in accordance with the law of England and Wales.

9. EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed

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

FIRST SCHEDULE

1. The Owner covenants in the terms of the following provisions to make payment to the Council of the commuted sum in lieu of the provision of on site Affordable Housing

Definitions

"Affordable Housing" has the meaning given in the glossary of Annex 2 of the National Planning Policy Framework issued by Homes And Communities Agency March 2012

"Affordable Housing Commuted Sum" means such sum of money as shall be identified in the Viability Assessment but being no greater than the discount required to be allowed to an Affordable Housing Provider based upon 15% of the number of Dwellings above the number of 73 remaining to be built on the Development at the date of the start of the Viability Assessment process

"Viability Assessment" shall mean an assessment of the viability of the Development to be required to meet an obligation to provide Affordable Housing in connection with the Development and assessing the amount of the Affordable Housing Commuted Sum as defined in this Schedule.

2. The Owners obligations shall be as follows:-

2.1 To inform the Council forthwith upon the Occupation of the seventy second Dwelling on the Development and on or before the Occupation of the seventy second Dwelling on the Development to commence the process for the Viability Assessment.

2.2 To do all things that are reasonably and properly required on its part to be provided without unreasonable delay to enable the Viability Assessment to be carried out and completed as soon as reasonably practicable.

2.3 Throughout the Viability Assessment to keep the Council properly informed and to invite any appropriate input the assessment by the Council.

2.4 To pay to the Council the amount of the Affordable Housing Commuted Sum (if any) within 3 months of Occupation of the seventy second Dwelling.

3. The Council agrees that under no circumstances the Affordable Housing Commuted Sum shall exceed the amount of £493,346 which sum is calculated on the basis of 10.95 units of Affordable Housing (being 15% of the 73 Dwellings over the number 72) at an average discount per unit of £45,054.42.

4. The parties agree that if the Viability Assessment shall show that no Affordable Housing is appropriate to be provided in respect of the Development then the Council may if it so decides to refer the Viability Assessment to arbitration in accordance with Clause 7 hereof.

SECOND SCHEDULE

Public Open Space

The Owner hereby covenants with the Council to observe and perform the following obligation:-

1. Not to occupy more than 10 units until the sum equal to 50% of the Public Open Space Commuted Sum ("the First Instalment") shall have been paid to the Council in full provided that if the Council shall not have expended or committed to expend any or all of the First Instalment within the period of 15 years beginning on the date that the First Instalment was paid to them then so much of the First Instalment that remains unspent shall be refunded by the Council to the Owner upon written request together with any interest accrued thereon.

2. To layout and plant the Public Open Space in accordance with the detailed landscape proposals drawings 2303/3 and 2303/4 dated 7 December 2011 prior to Occupation of more than 50% of the Residential Units unless otherwise agreed in writing with the Council

3 To replant any trees, plants or landscaping within the Public Open Space which are removed, destroyed or diseased within the period of 5 years from completion of such laying out and planting in accordance with paragraph 2 of this Schedule and thereafter to maintain the Public Open Space in accordance with the principles of good horticulture and arboriculture PROVIDED THAT the owner may procure the future maintenance of the Public Open Space is taken over by individual owners of Dwellings, a management company, a managing agent or a private concern and may transfer the Public Open Space to any such person in order to achieve this.

4. Not to use the Public Open Space for any other purposes than public amenity and recreation.

5. Not to permit more than 75% of the Residential Units to be Occupied until such time as the remaining 50% balance of the Public Open Space Commuted Sum ("the Second Instalment") has been paid to the Council in full provided that if the Council shall not have expended or committed to expend any or all of the Second Instalment within the period of 15 years beginning on the date that the Second Instalment was paid to them and so much of the Second Instalment that remains unspent shall be refunded by the Council to the Owner on request, together with any interest accrued thereon.

THIRD SCHEDULE

Travel Plan

The Owner hereby covenants with the Council to observe and perform the following obligations:-

1. The Owner shall upon Commencement of Development implement the requirements of the Travel Plan including in particular:
   (i) provide information on sustainable travel options to those visiting or working on site during the construction phase of the Development
   (ii) implementing the initial action plan on page 36 of the Travel Plan;
   (iii) establishing a car share scheme for the residents within 12 months of full occupation
   (iv) establish an annual residents forum within 12 months of full occupation, reporting residents sustainable travel views to the Council annually thereafter
   (v) implementing the walking and cycling proposals outlined in paragraph 6.3 and 6.4 of the Travel Plan

2. The Owner shall ensure there is a person to manage the Travel Plan upon Commencement of Development (the Travel Plan Co-ordinator) and to inform the Council of his details as soon as reasonably possible after Commencement of Development and of any changes thereafter. The Travel Plan Co-ordinator will be responsible for ensuring compliance with the Travel Plan and this Schedule although the Owner will remain liable for any breaches of this Schedule and the Travel Plan that the Travel Plan Co-ordinator fails to observe or perform. References to the Owner in this Schedule include the Owner acting by any Travel Plan Co-ordinator appointed by him.

3. The Owner shall organise an annual travel survey of residents and an annual multi-modal survey of access to and egress from the Land in accordance with paragraph 9.6 of the Travel Plan.

4. A monitoring report with the results of the annual residents travel survey, comments received from any residents forum, the multi-modal survey, and a proposed annual inter-modal target shall be submitted to the Council by the Owner annually (the first such report to be submitted within six months of the site being 75% Occupied), together with an action plan outlining any proposed further measures to achieve the proposed annual inter-modal target. The proposed annual inter-modal target should be set with the aim of meeting the 'four years after full occupation' targets identified in section 7 of the Travel Plan. The Council shall agree any reasonable proposed annual inter-modal target and reasonable proposed further measures of the Owner and the Owner shall agree any reasonable proposed measures the Council propose the Owner takes to ensure the annual inter-modal targets are met. The further measures shall be funded by the Owner.

5. The Owner shall be obliged to comply with the requirements contained in the Travel Plan until 4 years after full Occupation unless the targets in Section 7 of the Travel Plan have not been reached AND the Owner has either (i) failed to agree reasonable further measures during the period up to 4 years after full Occupation or (ii) has failed to satisfactorily implement the Travel Plan or agreed further measures in which case the Owner is obliged to continue complying with

the requirements of the Travel Plan until the failures have been rectified and implemented

6. Either party may refer any dispute about the extent of any obligations contained in paragraph 5 to arbitration under clause 7 of this Agreement

7 The Council shall have the right upon one month's written notice to the Owner to implement any reasonable measures it specifies in the notice in the case where paragraph 5(i) applies and recover its costs from the Owner; and

8 The Council shall have the right upon one month's written notice to the Owner to implement any part of the Travel Plan or agreed further measures it reasonably determines the Owner has failed to implement in the case where paragraph 5(ii) applies or otherwise and recover its costs from the Owner

THE COMMON SEAL OF)

BARNSLEY METROPOLITAN)

BOROUGH COUNCIL was affixed in the presence of:)

Authorised Signatory:

No. 559
IN REGISTER

EXECUTED AS A DEED by)
GLEESON DEVELOPMENTS LIMITED)
in the presence of:)

Director:

~~Director/Secretary~~:

Witness

Signature

Name
Address

Steven Gamble
65 Darton Lane
Darton
Barnsley
S75 5AL