

FREETHS

10th August 2020.

-
- (1) BARNSELY METROPOLITAN BOROUGH COUNCIL
- (2) HARWORTH ESTATES (AGRICULTURAL LAND) LIMITED
- (3) EOS INC. LTD

Agreement pursuant to section 106 of the Town and Country Planning Act 1990

Relating to land to the north and south of Dearne Valley Parkway, Hoyland, Barnsley and known as Gateway 36 Phases 2 and 3

Ref: 1526/PVW/2005889/91
Direct Tel: +44 (0)845 050 3682
Fax No: +44 (0)845 050 3270
Email: polly.wisner@freeths.co.uk
Draft No: ENGROSSMENT

THIS AGREEMENT is made the

10th August

2020

BETWEEN

- (1) the Council **BARNSELY METROPOLITAN BOROUGH COUNCIL**
of the Town Hall, Church Street, Barnsley, S70 2TA
- (2) the First Owner **HARWORTH ESTATES (AGRICULTURAL LAND)**
LIMITED (Company number 2835767) whose registered
office is at Advantage Way, Poplar Way, Catcliffe,
Rotherham, S60 5TR
- (3) the Second Owner **EOS INC. LIMITED** (Company number 04006353) whose
registered office is at Advantage House, Poplar Way,
Catcliffe, Rotherham, S60 5TR

BACKGROUND

- (A) By virtue of the Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Site is situated and is the local planning authority by whom the planning obligations hereby created are enforceable.
- (B) The First Owner is the registered proprietor of that part of the Site shown shaded green on Plan 1 registered with absolute title at the Land Registry under title numbers SYK378532, SYK539519, SYK423556 and SYK522871.
- (C) The Second Owner is the registered proprietor of that part of the Site shown shaded pink on Plan 1 registered with absolute title at the Land Registry under title numbers SYK522833, SYK540835 and SYK603113.
- (D) The First Owner has submitted the Application to the Council.
- (E) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered in to by the Owners.
- (F) The Owners have agreed to enter in to this Agreement to create planning obligations in respect of each of their interests in the Site in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations contained in this Agreement.

1. DEFINITIONS

- 1.1. In this agreement the following words and phrases have the meanings shown opposite in addition to the definitions given in the description of the parties and the Background

the Act	means the Town and Country Planning Act 1990 (as amended)
Replacement Receptor Sites	means the areas of land at Barrow Colliery and to the west of Shortwood Villas shown coloured orange, pink and green on Plan 2
Barrow Colliery	means the area of land shown edged in blue on Plan 2
Biodiversity Impact Assessment	means an assessment to be undertaken for each Phase and to be based on the Indicative Biodiversity Impact Assessment Report using the DEFRA metric 'beta test' version 2.0 (or such other metric as may be agreed in writing with the Council) to calculate the biodiversity impact of the scheme measured in Biodiversity Units.
Biodiversity Impact Assessment Report	means a report to be produced for each Phase detailing the outcome of the Biodiversity Impact Assessment for that Phase
Biodiversity Loss	means a negative Biodiversity Unit score.
Biodiversity Offsetting Scheme	means a scheme to be submitted for each Phase in accordance with paragraph 1.1 of the Fourth Schedule detailing how that Phase will provide a minimum 10% net gain in Biodiversity Units for habitats based on the Biodiversity Impact Score in the Biodiversity Impact Assessment for that Phase and may provide for biodiversity enhancements to be provided off-site when mitigation for losses within the Phase and/ or biodiversity enhancements to be provided within that Phase are insufficient to achieve the biodiversity commitment for that Phase.

Biodiversity Unit	means the product of the size of an area, and the distinctiveness and condition of the habitat it comprises to provide a measure of ecological value
Building	means any building exceeding 200 square metres that is constructed pursuant to the Planning Permission
Commencement of Development	carrying out of material operation as defined in section 56(4) of the Act save that for the purposes of this Agreement the term is not to include operations in connection with site clearance, demolition, archaeological investigation, for the purposes of assessing contamination, remedial action in respect of any contamination, or of assessing the need for any diversion and laying of services and the erection of means of enclosure for the purposes of site security and / or the display of advertisements and the expression "Commence" and "Commencement of development" is to be construed accordingly.
Development	means development of the Site pursuant to the Planning Permission
Framework Travel Plan	means the framework travel plan prepared by Mosodi dated June 2020 which was submitted in connection with the Planning Application and approved by the Council a copy of which is annexed at Annex 1
HS56	means the land that is an allocated housing site known as HS56 shown for identification purposes shaded turquoise on Plan 3

HS64	means the land that is an allocated housing site known as HS64 shown for identification purposes shaded red on Plan 3
HS66	means the land that is an allocated housing site known as HS66 shown for identification purposes shaded yellow on Plan 3
Indicative Biodiversity Impact Assessment Report	means the Biodiversity Impact Assessment Report dated May 2020 (Rev B) and prepared by FPCR
Link Road	means the link road to be provided in Parcel 2 shown shaded grey and edged with a broken purple line on Plan 5
Occupation and Occupied	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
Outline Scheme	means that part of the Development that is permitted in outline only pursuant to the Planning Permission
Owners	means together the First Owner and the Second Owner
Parcel 2	means the land shown edged red on Plan 4
Phase	means each phase of the Outline Scheme that is approved as part of any Reserved Matters Approval
Plan 1	the plan attached to this Agreement at the First

Plan 2	the plan attached to this Agreement at the First Schedule and marked Plan 2
Plan 3	the plan attached to this Agreement at the First Schedule and marked Plan 3
Plan 4	the plan attached to this Agreement at the First Schedule and marked Plan 4
Plan 5	the plan attached to this Agreement at the First Schedule carrying reference 4652-2-JPG-SW-00-DR-D-1600-S2-P13
Planning Application	hybrid planning application for a development up to 102,193sqm of employment uses (use classes B1/B2 and B8) and associated works including provision of internal access roads, drainage and landscaping comprising: a) Outline with all matters reserved apart from means of access; and b) full application for associated earthworks and creation of access points including new roundabout to access Local Plan allocation site ES15 validated by the Council on 6 February 2020 and carrying reference number 2019/1573
Planning Permission	means the planning permission to be issued pursuant to the Planning Application a draft of which is annexed at the Second Schedule
Reserved Matters Approval	means the approval of details in relation to appearance, landscaping, layout and scale in respect of each Phase of the Development
Site	means the land against which this Agreement may be enforced shown edged red on Plan 1

Site Wide Travel Plan Co-ordinator	means the travel plan co-ordinator to be appointed by the Owners in accordance with the terms of the Framework Travel Plan to co-ordinate the implementation of the actions in the Framework Travel Plan across the Site
Tenant Travel Plan Co-ordinator	means a travel plan co-ordinator appointed for each Building comprised in the Development in accordance with the Framework Travel Plan
Tenant Travel Plan	means a travel plan to be produced for each Building comprised in the Development in accordance with the Framework Travel Plan
Working Days	means any day other than a Saturday and a Sunday and Bank or Public holiday.

2. CONSTRUCTION

- 2.1. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. 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.
- 2.4. 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 severally unless there is an express provision otherwise.
- 2.5. 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.
- 2.6. References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.

2.7. The headings and contents list are for reference only and shall not affect construction.

3. STATUTORY PROVISIONS

3.1. This Agreement is a planning obligation made in pursuant of section 106 of the Act and to the extent that the covenants in this Agreement are not made under section 106 of the Act they are made under section 111 of the Local Government Act 1972 and Section 1 of the Local Government Act 2000.

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

4. CONDITIONALITY

4.1. This Agreement is conditional on:

- (i) the grant of the Planning Permission: and
- (ii) the Commencement of Development pursuant to the Planning Permission

Save for the provision of clauses 7, 9, 10, 13, 14 and 15 which shall come in to effect immediately upon completion of this Agreement.

5. THE OWNERS COVENANTS WITH THE COUNCIL

5.1. The Owners hereby covenant with the Council subject to clause 4.1 above to observe and perform the restrictions and obligations contained in the Third and Fourth Schedules to this Agreement.

6. THE COUNCIL'S COVENANTS WITH THE OWNERS

6.1. The Council hereby covenants with the Owners:

- 6.1.1 to issue the Planning Permission within 7 days of the completion of this Agreement;
- 6.1.2 to observe and perform any obligations on its part contained in the Third and Fourth Schedules to this Agreement;
- 6.1.3 to consider and consult on material received from the Owners pursuant to this Agreement as quickly and efficiently as possible.

7. AGREEMENTS AND DECLARATIONS

The parties agree and declare

- 7.1. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.2. This Agreement shall be registrable as a local land charge by the Council
Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Agreement, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and Building Control
- 7.3. Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement
- 7.4. Insofar as any clause or clauses of this Agreement 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 Agreement
- 7.5. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure (other than a modification under section 73 or 96A of the Act) or expires prior to the Commencement of Development
- 7.6. If pursuant to clause 7.5 this Agreement shall terminate and cease to have effect the Council shall upon request remove any entry relating to this Agreement from the Register of Local Land Charges
- 7.7. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest and the retention of a right of way or easement of the Site shall not constitute an interest for the purposes of this clause
- 7.8. This Agreement shall not be enforceable against:
 - 7.8.1 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or as the owner of the sub soil of any highway within the Site;
 - 7.8.2 any person whose only interest in the Site or any part of it is an estate or interest in any subterranean stratum of mineral or other matter;

7.8.3 any statutory undertaker acquiring any part of the Development or the Site to be held for public purposes, any owner of any electricity sub-station and/or gas governor site and/or pumping station to other supply installation nor those deriving title from them

7.9. Any mortgagee or chargee for the time being shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Property

7.10. Any obligation that is expressed to apply in respect of any Phase of the Development shall only be enforceable against that Phase and the owner of that Phase (SAVE THAT if any owner owns multiple Phases then any enforcement action may be taken against other Phases that are in the ownership of the same owner) and not against any other Phases of the Development or the different owner(s) thereof

7.11. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement nor shall any payment be due to the Council pursuant to this Agreement as a result of any development carried out pursuant to such later planning permission

7.12. Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority

7.13. In the event that:

7.13.1 the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 or 73A of the Act (or any re-enactment thereof) in respect of the conditions in the Planning Permission; and

7.13.2 the Council and the Owners shall agree such in writing by exchange of correspondence

references in this Agreement to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly

8. WAIVER

8.1. No waiver (whether expressed or implied) by the Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver

shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

- 9.1. The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10. COUNCIL COSTS

- 10.1. The First Owner agrees to pay the Council on execution of this Agreement the Council's reasonable costs and disbursements of an incidental to the preparation and execution of this Agreement in the sum of £1,000 (one thousand pounds).

11. DISPUTE RESOLUTION

- 11.1. In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred 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.
- 11.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum

practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.

- 11.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

12. NOTICE

- 12.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice at its address as set out below:

12.1.1 Council: C/O Head of Planning and Building Control, at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ,

12.1.2 First Owner: Advantage Way, Poplar Way, Catcliffe, Rotherham, S60 5TR or as otherwise specified by the relevant person by notice in writing to each other person;

12.1.3 Second Owner: Advantage Way, Poplar Way, Catcliffe, Rotherham, S60 5TR

or as otherwise specified by the relevant person by notice in writing to each other person.

- 12.2 Any notice shall be deemed to have been duly received:

12.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

12.2.2 if sent by pre paid first class post or recorded delivery, at 9.00am on the second working day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed

13. JURISDICTION

- 13.1. This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.

14. DELIVERY

- 14.1. The provision of this Agreement (other than this clause which shall be of immediate effect) shall be no effect until this Agreement has been dated.

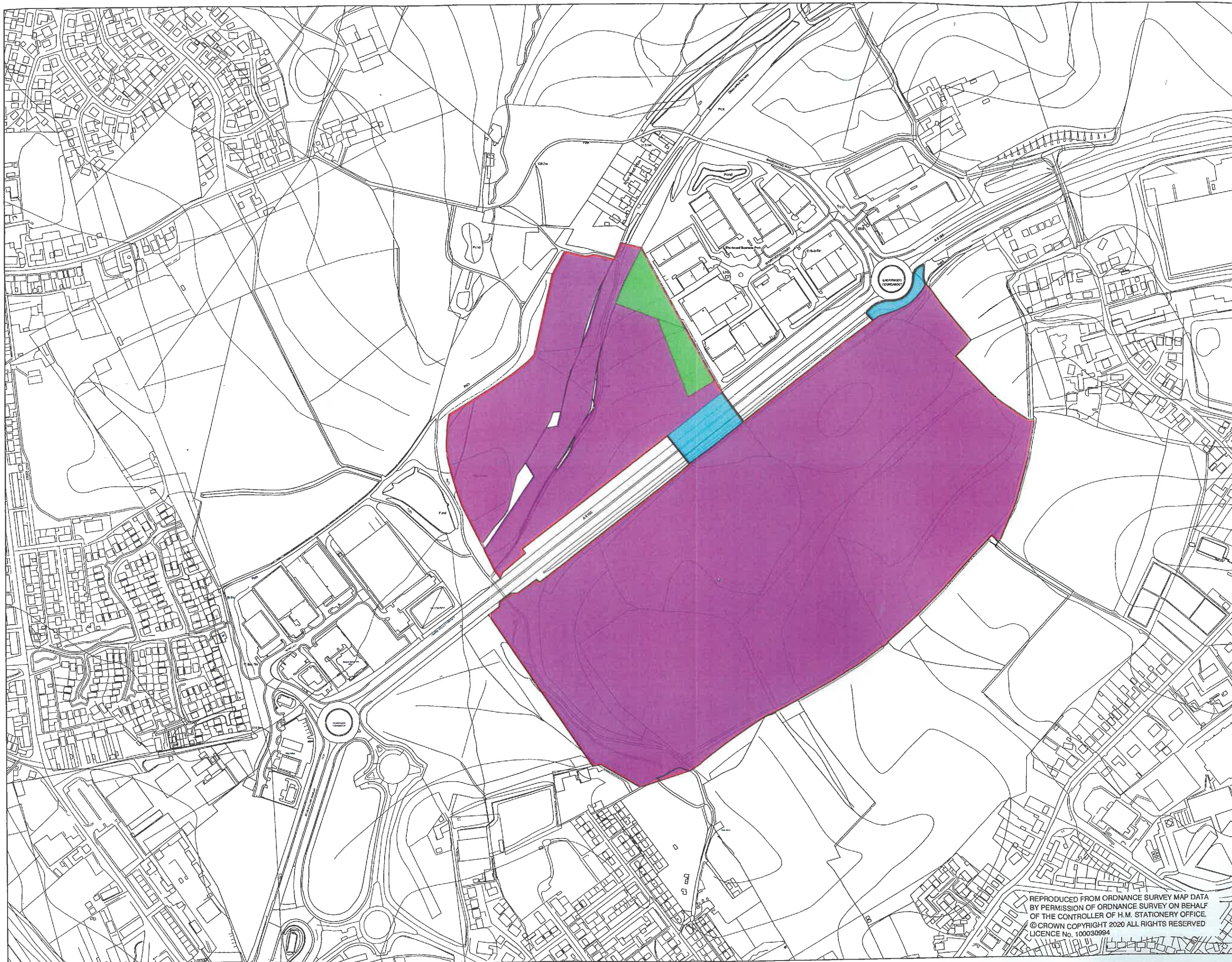
15. EXECUTION

- 15.1 This Agreement may be executed in separate counterparts and such counterparts when executed and delivered shall be an original.

EXECUTION AND DELIVERY

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

FIRST SCHEDULE
Plans



002/ROK/PLN/A3



Legend

- Application Site
- EOS Inc. Limited (EOS)
- Harworth Estates (Agricultural Land) Limited (HEALL)
- Barnsley Metropolitan Borough Council

Cyber

SITE NAME: ROCKINGHAM

TITLE: PLAN 1

DEPT: PLANNING

DRAWN	JD	CHKD	JN
DATE	03/07/2020	DATE	03/07/2020

Harworth

Transforming Regenerating Rebuilding
harworthgroup.com
Advantage House, Poplar Way, Cossall, Rotherham, South Yorkshire, S60 5TR

© 2020 Harworth Group
The copyright within this drawing belongs to Harworth Group and the drawing may not be reproduced without prior written consent.

SCALE: 1:5000

DRAWING No:	002/ROK/PLN/A3	ACAD
-------------	----------------	------

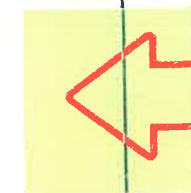
LAYOUT:	LAYOUT 1	A3
---------	----------	----

REPRODUCED FROM ORDNANCE SURVEY MAP DATA
BY PERMISSION OF ORDNANCE SURVEY ON BEHALF
OF THE CONTROLLER OF H.M. STATIONERY OFFICE.
© CROWN COPYRIGHT 2020 ALL RIGHTS RESERVED
LICENCE No. 100030994



B

GK



Legend

- Application Site
- Barrow Colliery
- Parcel 1
- Parcel 2
- Parcel 3

SITE NAME: ROCKINGHAM

TITLE: UPDATED PLAN 2

DEPT: PLANNING

DRAWN	JD	CHKD	JN
DATE	24/07/2020	DATE	24/07/2020

Harworth

Engineering Engineering Solutions
harworthgroup.com
 Advantage House, Poplar Way, Caxiffe, Rotherham, South Yorkshire, S60 5TH

© 2020 Harworth Group
 The copyrights within this drawing belong to Harworth Group
 and the drawing may not be reproduced without prior written
 consent.

SCALE: 1:12500

DRAWING No.	005/ROK/PLN/A3	ACAD
-------------	----------------	------

LAYOUT:	LAYOUT 1	A3
---------	----------	----

REPRODUCED FROM ORDNANCE SURVEY MAP DATA
 BY PERMISSION OF ORDNANCE SURVEY ON BEHALF
 OF THE CONTROLLER OF H.M. STATIONERY OFFICE.
 ©CROWN COPYRIGHT 2020 ALL RIGHTS RESERVED
 LICENCE No. 100030994



PARCEL 2 Boundary
Area of No Ransom to HS56
HS66 and HS64

Note:
Information is based on OS map and received information and is subject to full topographical and building survey.
Assumed site boundary and site constraints subject to confirmation.
All legal easements and extent of existing underground services locations are subject to confirmation.

0 12.5 25 37.5 50 62.5m
SCALE 1:1250

Rev	Date	Description	Rev	Date	Description
1	07/2020	PROPOSED INDUSTRIAL DEVELOPMENT			
		Deane Valley Parkway Rockingham Leicestershire, NN16 9AA			
		Client: HARWORTH GROUP			
		Status: FOR COMMENT			
		Scale: 1:1250			
		Drawing Size: A1			
		Date: 07/2020			
		Drawn by: NBB			
		Checked: JMR			
		Drawing Title: Plan 4			
		Job-Draw No: 12006-1-Plan 4			
		23 St Johns North, Walsley, W13 3GA T: 01924 591600 Fax: 01924 591601 E: info@harris.co.uk The Old Rectory, 70 High Street, Mansfield, NG18 4AB T: 01454 515177 E: info@harris.co.uk 10 Green Court, 31 Colchester Road, London, W10 1JZ T: 0207 409 1214			



Existing Unit

"PLAN 5"

GENERAL NOTES

g. THE TOPOGRAPHICAL SURVEY IS BASED ON INFORMATION PRODUCED FROM BEST FOR-4 SURVEYS DRAWING NO. 5679-01. THE DATA USED IN PREPARATION OF THIS AND ALL OTHER DESIGNS AND DRAWINGS IS NOT WARRANTED. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL SURVEY INFORMATION PROVIDED AND REPORT ANY ANOMALIES TO JRC.

DESIGN NOTES

1. ALL DESIGN AND WORKS TO COMPLY WITH CURRENT VERSION OF THE FOLLOWING DOCUMENTS:

- * DESIGN MANUAL FOR ROADS AND BRIDGES
- * SPECIFICATION FOR HIGHWAY WORKS (PHW)

2. UNCONTROLLED PEDESTRIAN CROSSINGS
CONSTRUCTION AND ARRANGEMENT TO BE
ACCORDANCE WITH BARNSELY COUNCIL
FOOTPATH GRADIENT AT TACTILE PAVING TO
MAXIMUM OF 1:12

3. EXISTING FENCES, VERGES, HUMBERY, FOOT COBBLES, FOUNDATIONS, WALLS, STREET LIGHT COLUMNS AND OTHER PHYSICAL FEATURES REMOVED WITHIN THE AREA OF WORKS

4. ALL FENCING SHALL BE TAKEN UP AND REMOVED FROM SITE AND SHALL BE CARRIED OUT IN ACCORDANCE WITH THE SPECIFICATION FOR HIGHWAY WORKS AT RILEY, TOLLS AND SURVAY

5. BOUNDARY FENCING SHALL BE PROVIDED IN ACCORDANCE WITH AN AGREEMENT WITH BARNSELEY COUNCIL AND LANDSCAPING REQUIREMENTS

7 STATUTORY UNDERTAKERS NOTE: CONTRACT LOCATE ALL STATUTORY SERVICES ON SITE. STATUTORY UNDERTAKERS EQUIPMENT TO BE PROTECTED/LOWERED OR ARRANGE DIVERS. NECESSARY IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEW ROADS AND ST. WORKS ACT 1991. EVIDENCE MUST BE PROVIDED TO THE LOCAL AUTHORITY THAT STATUTORY

8. ALL PROPOSED ROAD MARKINGS TO BE IN ACCORDANCE WITH THE FOLLOWING:

- TRAFFIC SIGNS, REGULATIONS AND GENERAL INFORMATION, MANUAL

- ANY OVERBREAK IN CARRIAGEWAY SHALL BE BACKFILLED WITH CONCRETE GRADE 54 TO UNDERSIDE OF SURFACE COURSE. A MINIMUM 300mm WIDE STRIP OF EXISTING SURFACE C MUST BE PLACED TO A DEPTH OF 50mm AND

10. KERB RADIUS WHERE LESS THAN 12mm SHALL BE RADIUS KERB

12. FOR TYPICAL SECTION DETAILS PLEASE REFER
DRAWING 4652-2-JPG-SW-CO-DRD-1814

KEY

— SITE BOUNDARY

— EXISTING OF EARTHWORKS BATTER TO EXISTING LEVELS

— EXISTING WATERCOURSE/ LAND DRAIN

— VISIBILITY 500 ft x 90m. ROAD DESIGN SPEED 600 KPH

— 550 VISIBILITY 90m. ROAD DESIGN SPEED 600 KPH

NOTE:
LIGHTING TO BE DESIGNED BY B&B



17

P013	ATHEURAPLEN FOND DETAILS UPDATED	2014-03
P012	FUNDAMENTAL INVESTMENT INCREASE DUE TO INCREASED LEVELS FOLLOWING DISCLOSURE WITH FUNDIC	2014-03

201) CARRIAGEWAY WEST ACING AMENDED 07/01/82
TO: 14mm ACING GATE NSA 1400
CHFFB4G3
G4AS CONJUNCTION WITH AMEN 1400 14
200mm INCH
G4S 1400 1400: ADDED
CHFFC AMENDED ON 7/1/82
1400 1400 1400

	FOOD ARRANGEMENT (CHANGING) BLANK SHAPE UPDATE	
110	MOBILE DISPLAY ADDED TO B-700 BACK ROOM CINE MAT	11-18-78

POV	THE FARMER'S MARKET, 1994 1994-1995, 1995-1996, 1996-1997 1997-1998, 1998-1999, 1999-2000	1994-1995
POV	THE FARMER'S MARKET, 1994 1994-1995, 1995-1996, 1996-1997 1997-1998, 1998-1999, 1999-2000	1994-1995

[illegible]

File	WILLIAM HENRY HARRIS, JR. and wife of the same; and ALBERTA ELLIOTT C. CARRINGTON, his wife; for and on behalf of the above-named parties to the same.	100-1000
------	--	----------

[illegible][illegible][illegible]

REV	DESCRIPTION	DATE
Project	BOCKINGHAM PHASE 2A & 2B	
	HOTELING	

Drawing Title
SECTION 38
GENERAL ARRANGEMENT

INFORMATION 155

ANALYST
SINGAPORE PARTNERSHIP



JPG
www.jpg.org

14440	14441	14442	14443
14444	14445	14446	14447
14448	14449	14450	14451
14452	14453	14454	14455
14456	14457	14458	14459
14460	14461	14462	14463
14464	14465	14466	14467
14468	14469	14470	14471
14472	14473	14474	14475
14476	14477	14478	14479
14480	14481	14482	14483
14484	14485	14486	14487
14488	14489	14490	14491
14492	14493	14494	14495
14496	14497	14498	14499
14500	14501	14502	14503
14504	14505	14506	14507
14508	14509	14510	14511
14512	14513	14514	14515
14516	14517	14518	14519
14520	14521	14522	14523
14524	14525	14526	14527
14528	14529	14530	14531
14532	14533	14534	14535
14536	14537	14538	14539
14540	14541	14542	14543
14544	14545	14546	14547
14548	14549	14550	14551
14552	14553	14554	14555
14556	14557	14558	14559
14560	14561	14562	14563
14564	14565	14566	14567
14568	14569	14570	14571
14572	14573	14574	14575
14576	14577	14578	14579
14580	14581	14582	14583
14584	14585	14586	14587
14588	14589	14590	14591
14592	14593	14594	14595
14596	14597	14598	14599
14600	14601	14602	14603
14604	14605	14606	14607
14608	14609	14610	14611
14612	14613	14614	14615
14616	14617	14618	14619
14620	14621	14622	14623
14624	14625	14626	14627
14628	14629	14630	14631
14632	14633	14634	14635
14636	14637	14638	14639
14640	14641	14642	14643
14644	14645	14646	14647
14648	14649	14650	14651
14652	14653	14654	14655
14656	14657	14658	14659
14660	14661	14662	14663
14664	14665	14666	14667
14668	14669	14670	14671
14672	14673	14674	14675
14676	14677	14678	14679
14680	14681	14682	14683
14684	14685	14686	14687
14688	14689	14690	14691
14692	14693	14694	14695
14696	14697	14698	14699
14700	14701	14702	14703
14704	14705	14706	14707
14708	14709	14710	14711
14712	14713	14714	14715
14716	14717	14718	14719
14720	14721	14722	14723
14724	14725	14726	14727
14728	14729	14730	14731
14732	14733	14734	14735
14736	14737	14738	14739
14740	14741	14742	14743
14744	14745	14746	14747
14748	14749	14750	14751
14752	14753	14754	14755
14756	14757	14758	14759
14760			

SECOND SCHEDULE

Draft Planning Permission

THIRD SCHEDULE

TRAVEL PLAN AND FUTURE ACCESSES

1. The Owners covenant with the Council as follows:
 - 1.1 to comply with the requirements of the Framework Travel Plan.
 - 1.2 unless otherwise agreed in writing with the Council the Owners shall not Occupy or allow the Occupation of any Building until the Site Wide Travel Plan Co-ordinator has been appointed in accordance with the Framework Travel Plan and his/her contact details have been provided to the Council and other parties identified in the Framework Travel Plan. Thereafter the Owners shall procure that the Site Wide Travel Plan Co-ordinator shall remain in post for the period of 3 years from the first Occupation of any Building constructed pursuant to the Planning Permission.
 - 1.3 unless otherwise agreed in writing with the Council the Owners shall not Occupy or allow the Occupation of a Building until the Tenant Travel Plan for that Building has been approved in writing by the Council.
 - 1.4 unless otherwise agreed in writing with the Council the Owners shall not Occupy or allow the Occupation of each Building until a Tenant Travel Plan Co-ordinator has been appointed for that Building and his/her contact details have been provided to the Council and other parties identified in the Framework Travel Plan.
 - 1.5 The Owners shall use reasonable endeavours to ensure that the relevant tenant implements, monitors and reviews the Tenant Travel Plan for each Building including:
 - 1.5.1 prior to Occupation of each Building to provide details of the Tenant Travel Plan and the details of the Tenant Travel Plan Co-ordinator for that Building to the occupiers of that Building;
 - 1.5.2 to monitor and review the operation and effectiveness of the Tenant Travel Plan for each Building and following each review to update and/or amend the Tenant Travel Plan as appropriate to reflect the findings and outcomes of the review; and
 - 1.5.3 to submit such update and/or amended Tenant Travel Plan to the Council for written approval and following the receipt of such written approval to thereafter implement the approved amended/updated Tenant Travel Plan in respect of each Building.
2. Unless otherwise agreed in writing with the Council the Owners covenant with the Council so as to bind the land comprised in Parcel 2:
 - 2.1 to construct the Link Road within the Development in accordance with the Planning Permission ensuring that no ransom strips are created over that part of Parcel 2 shown

shaded purple on Plan 4 which might prejudice links into the Link Road from HS56, HS64 and/or HS66;

2.2 permit connections to be made to the Link Road over that part of Parcel 2 shown shaded purple on Plan 4 by any similar road which may at any time in the future be provided on HS56, HS64 and/or HS66; and

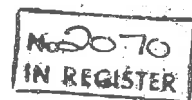
2.3 that if any third party requires any rights over that part of Parcel 2 shown shaded purple on Plan 4 or needs to acquire the freehold interest in any part of the land shown shaded purple on Plan 4 from the Owner of Parcel 2 in order to obtain access to HS56, HS64 and/or HS66 from the Link Road then the Owner shall grant such access or transfer the freehold interest in such land (as appropriate) for £1.

**FOURTH SCHEDULE
BIODIVERSITY OFF- SETTING MEASURES**

1. The Owners covenant with the Council:
 - 1.1 that unless otherwise approved in writing by the Council the Commencement of Development on each Phase shall not take place until a Biodiversity Impact Assessment Report for that Phase and a Biodiversity Offsetting Scheme to provide a minimum 10% net gain in Biodiversity Units for habitats based on the Biodiversity Impact Score in the Biodiversity Impact Assessment for that Phase has been submitted to and approved in writing by the Council ("the Approved Biodiversity Offsetting Scheme").
 - 1.2 that the Biodiversity Offsetting Scheme for each Phase shall include: -
 - 1.2.1 the identity of an appropriate receptor site or sites upon which any biodiversity enhancements will be provided;
 - 1.2.2 include a management plan for the provision and maintenance of such offsetting measures for not less than 32 years from the date of implementation of the Approved Biodiversity Offsetting Scheme;
 - 1.2.3 include the provision of contractual terms to secure the delivery of the offsetting measures.
 - 1.3 to implement the Approved Biodiversity Offsetting Scheme for each Phase and not to carry out any changes to the Approved Biodiversity Offsetting Scheme for each Phase without the written consent of the Council.
2. For the avoidance of doubt it is hereby agreed by the Owners and the Council that if the Approved Biodiversity Offsetting Scheme for any Phase identifies that an excess in Biodiversity Units over the 10% net gain will be provided in connection with the development of that Phase, whether within that Phase or off site, then any such excess as identified in the Approved Biodiversity Offsetting Scheme may be taken in to account for the purposes of calculating the percentage of net gain in Biodiversity Units for habitats on another Phase, such offsetting to be notified to the Council in writing by the owner of the Phase that will benefit from any net gain in Biodiversity Units for habitats from another Phase.
3. It is acknowledged by the Owners and the Council that based on the Indicative Biodiversity Impact Assessment Report it will not be possible to provide a minimum 10% net gain in Biodiversity Units across the Site as a whole and as such the Owners covenant to make available in the first instance the Replacement Receptor Sites as receptor sites for biodiversity enhancements and in the event that further land is required for biodiversity enhancements then the Owners will make available such additional land as is required from the Barrow Colliery PROVIDED THAT the precise amount of the Replacement Receptor Sites and any amount of the Barrow Colliery (if applicable) that is required to be provided for biodiversity enhancements shall be identified as part of the Biodiversity Offsetting Scheme

submitted in respect of any Phase that is seeking to provide biodiversity enhancements on the Replacement Receptor Sites and the Barrow Colliery (if applicable).

EXECUTED as a DEED (but not)
Delivered until dated) by affixing)
The Common Seal of)
BARNSELY METROPOLITAN)
BOROUGH COUNCIL)



In the presence of:

Name... CHARRY KIRK

Signature... [Signature]

Job Title... Service Director, Legal

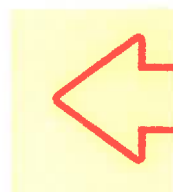
Executed as a deed by **Harworth Estates (Agricultural Land) Limited** acting by ~~to~~ director [its attorney under a power of attorney dated 15 November 2018] in the presence of a witness:

Witness signature: [Signature]

Witness name: HARMONY OLDFIELD

Witness address:
ADVANTAGE HOUSE POPPILWAY
ROTHERHAM S60STR

[Signature]
Name: P HENRY
[(as attorney of **Harworth Estates (Agricultural Land) Limited**)]



Executed as a deed by **EOS INC LIMITED**
acting by ~~[a director]~~ [its attorney under a
power of attorney dated 15 November 2018]
in the presence of a witness:

Witness signature: *[Signature]*

Witness name: HARMONY OLDFIELD

Witness address:
ADVANTAGE HOUSE POPIAR WAY
ROTHERHAM S60 5TR.

[Signature]
Name: *P. HENRY*
[(as attorney of **EOS INC LIMITED**)]



ANNEX 1 – FRAMEWORK TRAVEL PLAN