

Dated 30th April 2020

BARNSLEY METROPOLITAN BOROUGH COUNCIL

And

PREMIER CONSTRUCTION (NORTHERN) LIMITED

Agreement under Section 111 of the Local Government Act 1972

land at 58 Lundhill Road, Wombwell, Barnsley, S73 0RJ (Former Wombwell High School Site)

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This Deed is made on

30th April .

2020

Between

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA ("the Council") of the first part and
- (2) **PREMIER CONSTRUCTION (NORTHERN) LIMITED** with company registration number 06846917 and registered office address IS AT 18 Thorne Road, Doncaster, South Yorkshire DN1 2HS ("the Developer").

Whereas

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Land is situated and is the authority.
- (B) The Council is the owner of an estate in fee simple absolute in possession of the Land under freehold title number SYK 541210
- (C) The Developer is desirous to acquire from the Council part of the Land.
- (D) The Developer submitted the Planning Application to the Council for permission to carry out the Development.
- (E) The Council has decided to grant Planning Permission for the Development subject to the completion of this Deed without which planning permission for the Development would not be granted.

This Deed is made in pursuance of Section 111 of the Act and witnesses as follows

1. **DEFINITIONS AND INTERPRETATION**

1.1. The definitions and rules of interpretation shall apply as follows:-

Act the Local Government Act 1972 (as amended)

Development means the development of the Land and other land by the Demolition of existing bungalow and the development of 235 no. dwellings with

formation of new access, car parking, landscaping and public open space

Land

the Land at 58 Lundhill Road, Wombwell, Barnsley, S73 0RJ (Former Wombwell High School Site) and shown for identification edged red on the Plan.

Plan

the plan which is annexed to this Deed.

Planning Agreement

the Agreement in the form of that appended to the Schedule hereto to be duly entered into with the Council pursuant to the terms of Section 106 of the Town and Country Planning Act 1990 (as amended).

Planning Application

the application (including plans and drawings) submitted by the Developer to the Council for permission to carry out the Development (reference: 2019/0089).

Planning Permission

the planning permission granted by the Council pursuant to the Planning Application.

2. **INTERPRETATION**

- 2.1. Reference to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations.
- 2.2. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 2.3. Reference to a clause or schedule shall unless the context otherwise admits be a reference to a clause or schedule of this Deed.

3. **COMMENCEMENT AND LEGAL EFFECT**

The provisions hereof shall take effect on the date hereof.

- 3.1. Save as provided for by this Deed nothing in this Deed shall be treated as giving rise to any rights or to third parties under the Contracts (Rights of Third Parties) Act 1999.

3.2. If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.

3.3. If the Planning Permission expires through operation of law or is otherwise quashed or revoked such that it may no longer be implemented this Deed shall forthwith determine and cease to have effect.

4. **COVENANTS**

4.1. This agreement is entered into pursuant to the powers contained in Sections 111 of the Local Government Act 1972 and 33 of the Local Government (Miscellaneous Provisions Act 1982 and all other enabling powers.

4.2. The Developer hereby covenants to enter into the Planning Agreement in the form of that appended to the Schedule hereto on the date that it acquires the Land from the Council and not to implement the Planning Permission until the Planning Agreement has been executed by the Developer.

4.3. The Council hereby covenants as follows:

4.3.1. to issue the Planning Permission on the date hereof or as soon as reasonably practicable thereafter;

4.3.2. to enter in to the Planning Agreement with the Developer on the date that it disposes of the Land to the Developer in the form of that is appended to the Schedule hereto.

Schedule – Planning Agreement

DATED _____ 2020

BARNSELY METROPOLITAN BOROUGH COUNCIL

-and-

PREMIER CONSTRUCTION (NORTHERN) LIMITED

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to land at

58 Lundhill Road, Wombwell, Barnsley, S73 0RJ (Former Wombwell High School Site)

LPA Reference: **2019/0089**

THIS AGREEMENT (signed as a deed) is made the _____ day of _____ 2020

BETWEEN:

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Smithies Lane Depot, Smithies Lane, Barnsley S71 1NL ("**Council**") of the first part; and
- (2) **PREMIER CONSTRUCTION (NORTHERN) LIMITED** (Company registration number 06846917) whose registered office is situate at 18 Thorne Road, Doncaster, South Yorkshire, England, DN1 2HS ("**the Owner**") of the second part;

hereinafter called the "**Parties**" and reference to "**Party**" shall be construed accordingly.

1 DEFINITIONS AND INTERPRETATION

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

"**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:

1. £60,000 (sixty thousand pounds per each 2 (two) bed house and
2. £75,000(seventy five thousand pounds) per each 3 (three) bed house

"**Affordable Housing Units**" means 12 (twelve) Dwellings of Affordable Housing comprising of the Affordable Housing for Rent Dwellings to be provided in accordance with paragraph 1 of the First Schedule and reference to "**Affordable Housing Unit**" shall be construed accordingly;

"Affordable Housing Unit Prices" means a price being not greater than 50% of the Open Market Value of an equivalent open market unit or such other discounted sum agreed with the Registered Provider that is financially viable for a Registered Provider to be able to purchase an Affordable Housing Unit;

"Affordable Housing for Rent Dwellings" has the same meaning as the term "affordable housing for rent" contained in paragraph (a) of Annex 2 of the National Planning Policy Framework and comprises .. to be provided on plots as shown on Plan 2 or such other house types / sizes or locations 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 reference to "Affordable Housing for Rent Dwelling" shall be construed accordingly;

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

"Application" means the application reference number 2019/0089 and for residential development of 235 dwellings with associated new access, car parking, landscaping and public open space;

"Chargee" means any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or their respective mortgagees or charges 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 Save That the term "*material operation*" shall not include operations in connection with any work of or associated with demolition site clearance

remediation works environmental investigation site and soil surveys construction of any access roads erection of contractors work compound erection of site office erection of fencing to site boundary and reference to "**Commence the Development**" and "**Commenced**" shall be construed accordingly;

"Contributions"

means collectively the Education Contribution, the Off-Site Greenspace Contribution, the Off-Site Open Space Contribution, the Sustainable Travel Contribution and if applicable the Affordable Housing Commuted Sum;

"Council's Approved List"

means the following Registered Providers:

1. Berneslai Homes Limited;
2. South Yorkshire Housing Association Limited;
3. Yorkshire Housing Limited;
4. Guinness Northern Counties Limited;
5. Equity Housing Group Limited;
6. Leeds and Yorkshire Housing Association Limited;
7. Chevin Housing Association Limited; and
8. 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;

- "Draft Planning Permission"** means the draft planning permission set out in Appendix 3 hereto
- "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;
- "Education Contribution"** means the sum of:

£800,000.00 (eight hundred thousand pounds) Index Linked to be paid by the Owner to the Council as its total contribution towards the provision of and or improvement to primary school educational facilities that serve the need for which is required in order to mitigate impacts arising from the Development;
- "Expert"** has the meaning given in clause 3.4.2;
- "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;
- "Homes England"** means Homes England or any body or bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008;
- "Independent Surveyor"** means a member of the Royal Institution of Chartered Surveyors appointed by the Owner at its own cost but first approved by the Council;
- "Index"** means the 12 (twelve) month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of

Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;

"Index Linked"

means such increase to sum or sums payable to the Council under this Agreement on an annual basis or pro rata per diem from the date of this Agreement to the date of payment based upon the specified Index last published before the date of the decision to approve the grant of Planning Permission or any publication substituted for it;

"Interest Rate"

means interest at 4 (four) 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;

"Initial Registered Provider Transfer Terms"

has the meaning given in paragraph 1.7 of the First Schedule;

"Land"

means all that land at 58 Lundhill Road, Wombwell, Barnsley, S73 0RJ (Former Wombwell High School Site) shown for identification purposes only edged red on Plan 1;

"Management Company"

A limited company with the purpose of managing the Open Space within the Development in accordance with the POS Management Scheme

"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 February 2019 (as amended in June 2019) by The Ministry of Housing, Communities and Local

Government (or any future guidance or initiative that replaces or supplements it);

"Occupation" and "Occupy" and "Occupied"

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;

Off-Site Greenspace

Contribution

means the sum of £787,737.20 (seven hundred and eighty seven thousand seven hundred and thirty seven pounds and twenty pence) which is to compensate for the loss of greenspace arising from the development and is Index Linked and calculated in accordance with Appendix 2 of the SPD 'Open Space Provision on New Housing Developments' to be used by the Council in lieu of the provision of publicly accessible formal recreation open space on the Land for the provision of, or improvements to, public open space the need for which is required in order to mitigate impacts arising from the Development;

"Off-Site Open Space Contribution"

means the sum of £239,270.24 (two hundred and thirty nine thousand two hundred and seventy pounds and twenty four pence) Index Linked calculated in accordance with Appendix 2 of the SPD 'Open Space Provision on New Housing Developments' to be paid to the Council by the Owner and used by the Council in lieu of the provision of publically accessible formal recreation open space on the Land for the provision of, or improvements to, public open space the need for which is required in order to mitigate impacts arising from the Development;

"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;

"Open Market Value"

means an amount for which the property or piece of land

should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion as agreed between the Owner and the Council or in the absence of agreement as determined by an Independent Surveyor assessed in general accordance with the Appraisal & Valuation Manual of the Royal Institute of Chartered Surveyors as amended from time to time;

"Plan 1"

means the plan attached to this Agreement and marked "Plan 1" appended to this Agreement as Appendix 1;

"Plan 2"

means the plan attached to this Agreement and marked "Plan 2" appended to this Agreement as Appendix 2;

"Planning Obligations"

means the obligations, conditions and stipulations set out in the Second Schedule and "Planning Obligation" shall be construed accordingly;

"Planning Permission"

means a planning permission substantially in accordance with the Draft planning permission that may be granted by the Council in pursuance of the Application;

"POS Management Scheme"

means a scheme for the future maintenance and management of the Public Open Space to be submitted by the Owner to the Council in accordance with the provisions of paragraph 6 of the First Schedule and approved by the Council (together with any variation of such scheme agreed in writing from time to time between the Owner and the Council) The said Management Scheme will include the following details;

- (a) The identity of the Management Company proposed to be engaged to carry out the maintenance and

management of the POS.

- (b) What if any interest in the POS Land is proposed to be granted to the Management Company.
- (c) The Schedule and program of maintenance works to be undertaken in relation to the POS Land
- (d) Any arrangements for ensuring that individual householders have a say or influence over the activities of the Management Company and whether this is to be achieved via the householders being given membership of the Management Company or the Management Company being set up as a Community Interest Company
- (e) The arrangements for ensuring that individual householders are given detailed breakdowns of the costs properly incurred and showing how the total cost is translated into their individual liability
- (f) Any restrictions on year on year increases in any service charge and whether such restriction is to be fixed to a relevant cost index.

"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 and is completed so as to be fit for habitation as a residential housing unit; or
2. the issue of buildmark cover note by the National House-Building Council;

"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"

means those parts of the Land to be laid out as open space in accordance with the conditions annexed to the Planning Permission and as shown on Drawing No. 1876.10 RevC appended to this Agreement as Appendix 4;

"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 Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council;

"Statutory Undertaker"

means any company corporation board or authority authorised by statute or otherwise 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;

"Sustainable Travel Contribution"

means the sum of £176,250 (one hundred seventy six thousand two hundred and fifty pounds) Index Linked calculated in accordance with section 5 of the SPD 'Sustainable Travel' (November 2019) to be paid to the Council by the Owner and used by the Council towards

purposes identified in the SPD 'Sustainable Travel' (November 2019) the need for which is required in order to mitigate impacts arising from the Development;

"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 entitled to be the registered proprietor with absolute title of the Land with a title number to be allocated by HM Land Registry.

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

2.4 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.

2.5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement and agree that the obligations comply with regulation 122 of the Community Infrastructure Levy Regulations 2010.

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:

3.3.1 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

3.3.2 The Council covenants with the Owner to comply with its obligations in the Second Schedule and where applicable 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 (or a mortgagee of an individual Dwelling lending money to such occupier purchaser or tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925);
- (c) (save for the provisions in paragraph 1 of the First Schedule) if he shall be an occupier or tenant of any of the Affordable Housing Units or a purchaser of an individual Affordable Housing Unit (or a mortgagee of a Registered Provider or an individual Affordable Housing Unit lending money to such occupier purchaser or tenant or their respective mortgagees or charges or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925);
- (d) 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 2019/0089.
- 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) (other than a modification under section 73 or 96A of the 1990 Act) or revoked this Agreement shall terminate and cease to have effect and the Council shall remove any entry relating to this Agreement from the Register of Local Land Charges.
- 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 forthwith 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 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.
- 3.4.15 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to both the Planning Permission and a new planning permission granted pursuant to Section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.
- 3.4.16 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.
- 3.4.17 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.

FIRST SCHEDULE
("the Owner's Covenants")

The Owner hereby covenants with the Council:

1. **AFFORDABLE HOUSING**
- 1.1 The Affordable Housing for Rent Dwellings shall not be used or Occupied other than as Affordable Housing for Rent Dwellings save that 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 that the Chargee shall have first complied with the obligations at paragraph 1.2 of this Schedule; 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 (thirty) 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 (thirty) 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 Reasonable 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 (thirty) 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 40 (forty) 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 subject to any variations that may be agreed in writing between the Council and the Owner.
- 1.4 Subject to paragraph 1.10 of this Schedule not to cause or permit more than:
 - 1.4.1 50 (fifty) of the Open Market Dwellings to be Occupied until 6 (six) of the Affordable Housing Units;
 - 1.4.2 120 (one hundred and twenty) of the Open Market Dwellings to be Occupied until 12 (twelve) 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 Homes England 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 written notice:
 - 1.6.1 of the Commencement of Development; and
 - 1.6.2 of Occupation of the first Dwelling; and

- 1.6.3 of Occupation of the 50th (fiftieth), 100th (one hundredth), 150th (one hundred and fiftieth) and 180th (two hundred and eightieth) Dwelling; and
- 1.6.4 upon the Practical Completion of the 6th (sixth) twelfth and final Affordable Housing Unit and upon Occupation of 50 (fifty) and 120 (one hundred and twenty) of the Open Market Dwellings.
- 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 ("**Initial Registered Provider Transfer Terms**") **PROVIDED THAT** it is agreed for the avoidance of doubt that 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 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 a Registered Provider within 6 (six) calendar months of the date of Practical Completion of the last 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 obligations in this Schedule as Open Market Dwellings.

1.11 No more than 180 Open Market Dwellings shall be Occupied until either the Affordable Housing Units have been transferred to a Registered Provider or the Affordable Housing Commuted Sum has been paid to the Council in relation to any Affordable Housing Units not so transferred

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

1.12.1 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

1.12.2 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.

2 EDUCATION CONTRIBUTION

2.1 To pay the Education Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 2.2 to 2.4 (inclusive) of this Schedule.

2.2 To notify the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until £400,000.00 (four hundred thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.

2.3 To notify the Council prior to the Occupation of more than 100 (one hundred) of the Dwellings and not to Occupy more than 100 (one hundred) of the Dwellings until a further £200,000.00 (two hundred thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.

2.4 To notify the Council prior to the Occupation of more than 150 (one hundred and fifty) of the Dwellings and not to Occupy more than 150 (one hundred) of the Dwellings until the remaining £200,000.00 (two hundred thousand pounds) of the Education Contribution as Index Linked has been paid to the Council.

3 OFF-SITE GREENSPACE CONTRIBUTION

3.1 To pay the Off-Site Greenspace Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 3.2 to 3.5 (inclusive) of this Schedule.

3.2 To notify the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until £196,934.30 (one hundred and ninety six thousand

nine hundred and thirty four pounds and thirty pence) of the Off-Site Green space Contribution as Index Linked has been paid to the Council.

3.3 To notify the Council prior to the Occupation of more than 50 (fifty) of the Dwellings and not to Occupy more than 50 (fifty) of the Dwellings until a further £196,934.30 (one hundred and ninety six thousand nine hundred and thirty four pounds and thirty pence) of the Off-Site Greenspace Contribution as Index Linked has been paid to the Council.

3.4 To notify the Council prior to the Occupation of more than 100 (one hundred) of the Dwellings and not to Occupy more than 100 (one hundred) of the Dwellings until a further £196,934.30 (one hundred and ninety six thousand nine hundred and thirty four pounds and thirty pence) of the Off-Site Greenspace Contribution as Index Linked has been paid to the Council.

3.5 To notify the Council prior to the Occupation of more than 150 (one hundred and fifty) of the Dwellings and not to Occupy more than 150 (one hundred and fifty) of the Dwellings until the remaining £196,934.30 (one hundred and ninety six thousand nine hundred and thirty four pounds and thirty pence) of the Off-Site Greenspace Contribution as Index Linked has been paid to the Council.

4 OPEN SPACE CONTRIBUTION

4.1 To pay the Off-Site Open Space Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 4.2 to 4.5 (inclusive) of this Schedule.

4.2 To notify the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until £59,817.56 (fifty nine thousand eight hundred and seventeen pounds and fifty six pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.

4.3 To notify the Council prior to the Occupation of more than 50 (fifty) of the Dwellings and not to Occupy more than 50 (fifty) of the Dwellings until a further £59,817.56 (fifty nine thousand eight hundred and seventeen pounds and fifty six pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council

4.4 To notify the Council prior to the Occupation of more than 100 (one hundred) of the Dwellings and not to Occupy more than 100 (one hundred) of the Dwellings until a further

£59,817.56 (fifty nine thousand eight hundred and seventeen pounds and fifty six pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.

- 4.5 To notify the Council prior to the Occupation of more than 150 (one hundred and fifty) of the Dwellings and not to Occupy more than 150 (one hundred and fifty) of the Dwellings until the remaining £59,817.56 (fifty nine thousand eight hundred and seventeen pounds and fifty six pence) of the Off-Site Open Space Contribution as Index Linked has been paid to the Council.

5 SUSTAINABLE TRAVEL CONTRIBUTION

- 5.1 To pay the Sustainable Travel Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 5.2 to 5.5 (inclusive) of this Schedule.
- 5.2 To notify the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until £44,062.50 (forty four thousand and sixty two pounds and fifty pence) of the Sustainable Travel Contribution as Index Linked has been paid to the Council.
- 5.3 To notify the Council prior to the Occupation of more than 50 (fifty) of the Dwellings and not to Occupy more than 50 (fifty) of the Dwellings until a further £44,062.50 (forty four thousand and sixty two pounds and fifty pence) of the Sustainable Travel Contribution as Index Linked has been paid to the Council.
- 5.4 To notify the Council prior to the Occupation of more than 100 (one hundred) of the Dwellings and not to Occupy more than 100 (one hundred) of the Dwellings until a further £44,062.50 (forty four thousand and sixty two pounds and fifty pence) of the Sustainable Travel Contribution as Index Linked has been paid to the Council.
- 5.5 To notify the Council prior to the Occupation of more than 150 (one hundred and fifty) of the Dwellings and not to Occupy more than 150 (one hundred and fifty) of the Dwellings until the remaining £44,062.50 (forty four thousand and sixty two pounds and fifty pence) of the Sustainable Travel Contribution as Index Linked has been paid to the Council.

6 PUBLIC OPEN SPACE

- 6.1 Not to Occupy any of the Dwellings (or such other number of Dwellings that may be agreed in writing by the Council) until it has submitted for the written approval of the Council a draft POS Management Scheme for the future maintenance and management of the Public Open Space and secured the written approval of the Council to the said POS Management Scheme **PROVIDED THAT** it is agreed that if the Council does not notify the Owner of its approval

or proposed amendments to the POS Management Scheme within the 30 (thirty) Working Days of receipt of the same (or such other period of time that the Council may reasonably require and which may be agreed in writing between the Owner and the Council) it shall be deemed that the Council has approved the POS Management Scheme submitted by the Owner.

6.2 Following the completion of the works required to provide the Public Open Space (or an individual element of the Public Open Space Works (as the case may be) to the Council's reasonable satisfaction to engage a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) for the purpose of undertaking the future management and maintenance of the Public Open Space, or the particular element of Public Open Space that has been completed, prior to the sale of the penultimate Dwelling on terms agreed between the Owner and the Management Company in consultation with the Council and all further management and maintenance shall be thereafter carried out by the Management Company in accordance with the principles set out below in this Schedule **PROVIDED THAT** it is agreed that it shall be a term of Management Company's engagement that the Management Company will:

6.2.1 maintain and manage in perpetuity the Public Open Space in accordance with the approved POS Management Scheme; and comply with the requirements of the approved POS Management Scheme

6.2.2 only allow the use of the Public Open Space for public access and recreation and for no other purpose;

6.3 AND FURTHER PROVIDED THAT it is agreed that the Owner will comply with the provisions set out in paragraphs 6.3.1 and 6.3.9 of this Schedule until such time as a Management Company has been engaged to undertake the future management and maintenance of the Public Open Space, or the particular element of Public Open Space as the case may be.

6.3.1 The Owner shall not permit the sale of the final Dwelling without having first provided to the Council a certified copy of the Memorandum and Articles of Association of the Management Company.

6.3.2 The Owner shall not wind up the Management Company nor alter the constitution of the Management Company without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless otherwise first agreed in writing by the Council.

6.3.3 The Owner shall ensure and procure that the sale contract of each Dwelling contains a provision that requires the buyer of such Dwelling to covenant substantially in the following form direct with the Owner and the Management Company under which the buyer shall:

- (i) covenant to pay to the Management Company a pro rata proportion of the reasonable costs and expenses properly incurred by the Management Company in respect of its administration and of insuring and maintaining the Public Open Space; and
- (ii) covenant that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of specified in paragraphs 6.3.3 (i).

6.3.4 It is agreed that in the event that the Management Company ceases operating and / or maintaining the Public Open Space the Owner will maintain or will procure the maintenance of the Public Open Space in accordance with the approved POS Management Scheme and the provisions set out in this paragraphs 6 of this Schedule until such time as a new Management Company has been engaged to undertake the future management and maintenance of the Public Open Space, or the particular element of Public Open Space.

6.3.5 The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public Open Space to be taken in any way as an intention by the Owner to dedicate the same as highway.

6.3.6 The Owner will procure that public access is allowed to the Public Open Space but subject to the following provisions:

6.3.7 Access shall be subject to such other requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements and regulations shall not be imposed without the Council's prior written approval;

6.3.8 Access may be denied by the Owner for and during the maintenance, repair, cleansing or renewal of the Public Open Space or for and during the construction of any building or land abutting it subject to the Council's prior approval.

6.3.9 The Owner may close the Public Open Space or any part thereof for reasonable periods by reason of:

- (i) emergency;

Section 106 Agreement

- (ii) cleansing, maintenance and repair;
- (iii) at the direction of the emergency services or other lawful authority; and / or
- (iv) construction activities whilst the Development is being built if in the interests of health and safety.

SECOND SCHEDULE
(“the Council’s Covenants”)

The Council hereby covenants with the Owner:

General

- 1 The Council will on the reasonable written request of the Owner at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof and / or at any reasonable time after all of the planning obligations under this Agreement have been fulfilled or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof and thereafter cancel all relevant entries in the Register of Local Land Charges.

Contributions

- 2 To apply the Contributions towards the purposes specified in this Agreement and not to apply the Contributions for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied.

Repayment

- 3 That in the event the Contributions or any part or parts thereof are not expended or committed within 10 (ten) years of the date of payment (or the date of payment of the final instalment if applicable) of such payment then the sum or sums not expended or committed plus interest accrued will be repaid to the Owner or its nominee.

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

EXECUTED as a DEED by)
PREMIER CONSTRUCTION)
(NORTHERN) LIMITED)
acting by a director in the presence of)

Director:

Witness Name

Address

Occupation

Signature

Appendix 1
(Plan 1)

Appendix 2
(Plan 2)

Appendix 3
Draft Planning Permission

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.

2 The development hereby approved shall be carried out strictly in accordance with the amended plans and specifications as approved

Location Plan 1876.02 Rev B
Planning Layout 1876.01 Rev X
Materials Plan 1876.03 Rev F
Boundary Treatment 1876.06 Rev F

Boundary Treatments 1876.B.01 Rev A
Cross Sections 1876.21
Cross Sections 1876.11 Rev D
Management Company Plan 1876.10 Rev C
Tree Protection Plan 1 GLW 07 Rev E
Tree Protection Plan 2 GLW 08 Rev E
Tree Protection Plan 3 GLW 09 Rev E
Tree Survey, Arboricultural Impact Assessment and Method
Statement Rev E
House Type E2
House Type B 1876.TB.01 Rev A
House Type A 1876.TA.01 Rev A
House Type B 1876.TB.01 Rev A
House Type B Affordable 1876.TB.02 Rev A
House Type C 1876.TC.01 Rev A
House Type D 1876.TD.01 Rev A
House Type E 1876.TE.01 Rev A
House Type E2 1876.E2.01 Rev A
House Type F 1876.TF.01 Rev A
House Type G 1876.TG.01 Rev B
House Type H 1876.TH.01 Rev A
House Type J 1876.TJ.01 Rev A
House Type L 1876.TL.01 Rev B
House Type Q 1876.TQ.01
House Type U 1876.TU.01
Garages 1876.G.01
Air Quality Assessment LDT2312
Landscape Detail Sub Station R/2195/2
General Arrangement / Plan & Elevations C993899 Rev B
unless required by any other conditions in this permission.

Reason: In the interests of the visual amenities of the locality in accordance with Local Plan Policy D1 High Quality Design and Place Making.

- 3 Prior to the commencement of development plans to show the following levels shall be submitted to and approved by the Local Planning Authority; finished floor levels of all buildings and structures; road levels; existing and finished 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 Local Plan Policy D, High Quality Design and Place Making.

- 4 Prior to any construction being undertaken the applicant shall submit to the LPA, for approval, a dust management plan which details how dust will be controlled during the construction stage of the site. Once approved the applicant shall strictly adhere to the dust management plan. Prior to work commencing the applicant shall ensure that there is an adequate supply of water at the site and shall provide the LPA of details of this.

Reason: In the interests of the amenities of local residents and in accordance with Local Plan Policies GD1 General

Development Policy and POLL1 Pollution Control and Protection.

- 5 Prior to any construction being undertaken the applicant shall submit to the LPA, for approval, a noise management plan which details how noise will be controlled during the construction stage of the site. The noise management plan should be based on the provisions provided in BS 5228-1 2009. Once approved the applicant shall strictly adhere to the plan.
Reason: In the interests of the amenities of local residents and in accordance with Local Plan Policies GD1 General Development Policy and POLL1 Pollution Control and Protection.
- 6 No works shall commence on site until a scheme for the parking of bicycles has been submitted to and approved in writing by the LPA. The scheme shall be fully implemented before the development is first occupied (or brought into use) and thereafter retained for this purpose.
Reason: In interests of encouraging use of sustainable modes of transport.
- 7 No development shall be commenced until full engineering, drainage and street lighting and constructional details of the streets proposed for highway adoption have been submitted to and approved in writing by the LPA. The development shall, thereafter, be constructed in accordance with the approved details.
Reason: To ensure that the internal streets are planned and approved in good time to a satisfactory standard for use by the public in the interests of highway safety.
- 8 Prior to the commencement of development, details shall be submitted to and approved in writing by the Local Planning Authority of a scheme of works to improve visibility at the junction of Lundhill Road with Park Street / Wath Road. 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 interests of safe, secure and convenient access and movement, in accordance with Local Plan Policy T4.
- 9 No development shall take place until a survey of the condition of the adopted highway condition to be used by construction traffic has been submitted to and approved in writing by the LPA. The extent of the area to be surveyed must be agreed by the LHA prior to the survey being undertaken. The survey must consist of:
- i. A plan to a scale of 1:1250 showing the location of all defects identified
 - ii. A written and photographic record of all defects with the corresponding location references accompanied by a description of the extent of the assessed area and a

record of the date, time and weather conditions at the time of survey.

On completion of the development, a second condition survey of the adopted highway shall be carried out to identify defects attributable to the traffic associated with the development. It shall be submitted for the written approval of the Local Planning Authority. 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: To ensure that any damage to the adopted highway sustained throughout the development process is identified and subsequently remedied at the expense of the developer in interests of highway safety.

10

No development shall take place until:

- (a) Full foul and surface water drainage details, including a scheme to reduce 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. The scheme shall be retained throughout the life of the development.

Reason: To ensure proper drainage of the area in accordance with Local Plan Policy POLL1 Pollution Control and Protection.

11

Prior to the commencement of any development works, a remediation scheme, endorsed by a competent engineer experienced in ground contamination, shall be submitted to the local Planning Authority for approval. This report shall, amongst other matters, include the following:-

1. Methodology to identify and remove any contaminated material.
2. Measures to test and evaluate any imported soils onto the site to ensure they are suitable for the intended use.
3. Chemical testing suite, frequencies and threshold levels.

4. Procedures to confirm capping levels have been achieved on plots.

5. The subsequent validation that the site has been satisfactorily remediated and that the development of the site can be safely undertaken and occupied.

The development shall thereafter be undertaken in full accordance with the submitted reports.

Reason - to protect the environment and ensure the site is suitable for the proposed end use.

12 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 Local Plan Policies GD1 General Development Policy and POLL1 Pollution Control and Protection.

13 The parking/manoeuvring facilities, indicated on the submitted plan, shall be surfaced in a solid bound material (i.e. not loose chippings) and made available for the manoeuvring and parking of motor vehicles prior to the development being brought into use, and shall be retained for that sole purpose at all times.

Reason: To ensure that satisfactory off-street parking/manoeuvring areas are provided, in the interests of highway safety and the free flow of traffic and in accordance with Local Plan Policy T4 New Development and Transport Safety.

14 All surface water run off shall be collected and disposed of within the site and shall not be allowed to discharge onto the adjacent highway.

Reason: In the interests of highway safety in accordance with Local Plan Policies T4 New Development and Transport Safety and POLL1 Pollution Control and Protection.

15 Pedestrian intervisibility splays having the dimensions of 2 m by 2 m shall be safeguarded at the drive entrance/exit such that there is no obstruction to vision at a height exceeding 1m above the nearside channel level of the adjacent highway.

Reason: In the interest of road safety in accordance with Local Plan Policy T4 New Development and Transport Safety.

16 Prior to first occupation of the development hereby permitted the on-site car parking and paths shall be laid out in accordance with the approved plan, surfaced in a bound material that is permeable or drained into the site and retained thereafter available for that specific use.

Reason: To ensure the permanent availability of the parking and pedestrian areas in interests of highway safety in accordance with Policy T4.

17 Before any dwelling is first occupied the roads and footways shall be constructed to binder course level from the dwelling to the

adjoining public highway at Lundhill Road in accordance with details of a completion plan to be submitted and approved in writing by the LPA.

Reason: To ensure streets are completed prior to occupation and satisfactory development of the site.

- 18 Prior to first occupation of the development hereby permitted, details for the provision of electric vehicle charging points (Mode 3) shall be submitted to and approved in writing by the LPA. These EVCP's shall be installed in accordance with the approved details prior to first occupation of the development and retained thereafter available for that specific use.

Reason: In interests of promoting sustainable travel opportunities in accordance with Policy T3.

- 19 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 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.

"Measures to prevent mud/debris from being deposited on the public highway.

Reason - In the interests of retaining highway efficiency and safety in accordance with Policy T4.

- 20 Upon commencement of development, full details of both hard and soft landscaping works, including details of the species, positions and planted heights of proposed trees and shrubs; together with details of the position and condition of any existing trees and hedgerows to be retained shall be submitted to and approved in writing by the Local Planning Authority. The approved hard landscaping details shall be implemented prior to the occupation of the building(s).

Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1 Biodiversity.

- 21 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species.

Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1 Biodiversity.

- 22 Upon commencement of development details of measures to facilitate the provision of gigabit-capable full fibre broadband for the dwellings/development hereby permitted, including a timescale for implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
Reason: In order to ensure compliance with Local Plan Policy 11.
- 23 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details to be submitted to and approved by the local planning authority before development commences.
Reason: To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading.
- 24 No construction works in the relevant area (s) of the site shall commence until measures to protect the public water supply infrastructure that is laid within the site boundary have been implemented in full accordance with details that have been submitted to and approved by the Local Planning Authority. The details shall include but not be exclusive to the means of ensuring that access to the pipe for the purposes of repair and maintenance by the statutory undertaker shall be retained at all times. If the required protection measures are to be achieved via diversion or closure of the sewer, the developer shall submit evidence to the Local Planning Authority that the diversion or closure has been agreed with the relevant statutory undertaker and that prior to construction in the affected area, the approved works have been undertaken .
Reason: In the interest of public health and maintaining the public water supply.
- 25 No construction works in the relevant area (s) of the site shall commence until measures to protect the public sewerage infrastructure that is laid within the site boundary have been implemented in full accordance with details that have been submitted to and approved by the Local Planning Authority. The details shall include but not be exclusive to the means of ensuring that access to the pipe for the purposes of repair and maintenance by the statutory undertaker shall be retained at all times. If the required protection measures are to be achieved via diversion or closure of the sewer, the developer shall submit evidence to the Local Planning Authority that the diversion or closure has been agreed with the relevant statutory undertaker

and that prior to construction in the affected area, the approved works have been undertaken.

Reason: In the interest of public health and maintaining the public sewer network in accordance with Policy CC3

26

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification), no enlargement, improvement or other alteration of plots 110-131 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 allow the impact on residential amenity to be fully assessed in accordance with Local Plan Policy D1.

Prior to commencement of development full details of the mitigation measures identified in the Preliminary Ecological Appraisal (MRB Ecology and Environment, January 2019) (excluding additional surveys) and Additional Ecological Information (FDCR, January 2020), 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

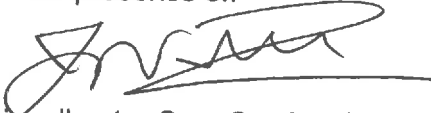
Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1

Appendix 4
On site Public Open Space

IN WITNESS of the above the parties have executed this Deed as a deed and the same has been delivered by them or on their behalf on the above date

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



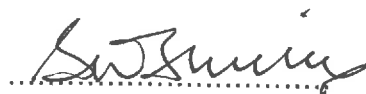

Executive director Core Services/
Legal Services Director /
Authorised Signatory

No. 1980
IN REGISTER

EXECUTED as a Deed by)
PREMIER CONSTRUCTION)
(NORTHERN) LIMITED)
BY



a director in the presence of)

Witness: (Signature) 
(Name) STEPHEN SMITH
(Address) CLUMBER LODGE,
HEMINGFIELD RD.
WOMBWELL, BARNESLEY S73 0LY
(Occupation) SOLICITOR