DATED 10th December 2015

BARNSLEY METROPOLITAN BOROUGH COUNCIL (1)

-and-

PERSIMMON HOMES LIMITED (2)

DEED OF VARIATION

made pursuant to Section 106 and 106A
of the Town and Country Planning Act 1990 (as amended)

In connection with an Agreement and Planning Obligation dated 6 January 2015 and made under Section 106 of the Town and Country Planning Act 1990 (as amended)

and relating to

land North of Wilthorpe Road, Redbrook, Barnsley

(Planning Permission Reference 2014/0474)

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: CAS/PHY.2-1620

EED is made the 10th day of December 2015

EEN:

BARNSLEY METROPOLITAN BOROUGH COUNCIL of Smithies Lane Depot, Smithies Lane, Barnsley S71 1NL ("**Council**") of the first part; and

PERSIMMON HOMES LIMITED (Company No. 04108747) whose registered office is at Persimmon House, Fulford, York YO1 4FE ("**Owner**") of the second part.

DEFINITIONS

In this Deed the following words and expressions shall have the following meanings:

"Deed"	means this deed;
"Section 106 Agreement"	means the agreement pursuant to Section 106 of the 1990 Act dated 6 January 2015 and made between (1) Barnsley Metropolitan Borough Council (2) Alwyn Philip Mount and Richard Laurence Mount (3) E L Mount & Company Limited (4) Richard John Sadler and (5) Persimmon Homes Limited.

Where the context so requires:-

1.2.1 all the words and expressions beginning with capital letters in this Deed shall have the same meanings ascribed to them in the Section 106 Agreement and shall be construed accordingly;

1.2.2 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;

1.2.3 references to any party includes the successors in title of that party;

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

1.2.5 references to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed and are for reference only and shall not affect the construction of this Deed.

RECITALS

2.1 The Council is the local planning authority for the purpose of the 1990 Act for the area within which the Land is situated and is the authority by whom the obligations hereby created are enforceable.

2.2 This Deed is supplemental to the Section 106 Agreement and varies the Section 106 Agreement only to the extent set out in this Deed.

2.3 The Owner is the registered proprietor with absolute title of the Land and is the successor in title to Alwyn Philip Mount and Richard Laurence Mount, E L Mount & Company Limited and Richard John Sadler.

2.4 The Council and the Owner have agreed that the Section 106 Agreement shall be varied as set out in clause 3.2 of this Deed and the parties have agreed to enter into this Deed in order to vary the terms of the Section 106 Agreement accordingly.

3 OPERATIVE PROVISIONS

3.1 This Deed is made pursuant to section 106A of the 1990 Act and all other powers so enabling and is a planning obligation for the purposes thereof with the intent that it shall bind the interests of the Owner and its successors in title to each and every part of the Land and its assigns as provided in these clauses and in the clauses of the Section 106 Agreement.

3.2 The parties hereto hereby mutually agree to vary and supplement the terms of the Section 106 Agreement so that the Section 106 Agreement shall from today be read and construed as follows: -

3.2.1 "Plan 3" attached to the Section 106 Agreement shall be superseded and replaced with the new "Plan 3" attached to this Deed at Annex 1.

4 IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

4.1 This Deed shall be construed as one with the Section 106 Agreement.

4.2 The provisions of the Section 106 Agreement continue to be enforceable by the Council and to bind the Land in all respects save for as varied by this Deed, but for the avoidance of doubt the alterations and amendments hereby made shall to the extent only that they are material supersede specific provisions to the contrary in the Section 106 Agreement as varied by this Deed and the Section 106 Agreement as varied by this Deed shall always be read together (mutatis mutandis) with the latter to that extent predominating.

4.3 No person who is not a party to this Deed 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 Deed has been lawfully assigned or becomes vested in law.

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

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

Annex 1

"Plan 3"

SITE ENTRANCE

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

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

Borough Secretary/Authorised Signatory

No. 1796
IN REGISTER

EXECUTED AS A DEED by)
PERSIMMON HOMES LIMITED)
acting by its Attorney W. GRADWELL)

and KAREN FOLLOWS

in the presence of: - M. BURROW

3 HEPTON COURT
YORK ROAD
LEEDS
LS9 6PW