

DATED 26 January 2015

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

HARRON HOMES LIMITED

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to development on land at the former Priory School Site, Littleworth Lane,
Barnsley, in the County of South Yorkshire

THIS AGREEMENT (signed as a deed) is made the 26th day of January 2015

BETWEEN: -

- (1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire, S70 2TA ("**Council**") of the first part; and
- (2) **HARRON HOMES LIMITED** (Company Registration No: 3012678) of Colton House, Temple Point, Bullerthorpe Lane, Leeds, LS15 9JL ("**Developer**") of the second part.

WHEREAS

1. The Council is the local planning authority pursuant to the Town and Country Planning Act 1990 and the local highway authority for the purposes of the Highways Act 1980 for the area in which the Site is situated and is the authority by whom the planning obligations hereby created are enforceable.
2. The Council is the freehold proprietor of the Site registered at H.M. Land Registry under title number SYK583319.
3. The Developer has an interest in the Site by virtue of a Conditional Contract with the Council dated 9 October 2014. The intention is that the obligations in this agreement will become binding on the Developer once it acquires the Site pursuant to the Conditional Contract.
4. The Application was submitted to the Council by the Developer for planning permission for the Development.
5. The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to:-
 - (i) secure the provision of a financial contribution towards the provision of and/or enhancement of education facilities; and
 - (ii) secure the provision of a financial contribution towards the provision of public open space.
 - (iii) secure the provision of a financial contribution towards the Council's highway design fees in respect of works to facilitate improvements to the adjacent highway.
6. The Developer by entering into this agreement does so to create planning obligations in respect of the Site and each part of it in favour of the Council pursuant to Section 106 of the

1 INTERPRETATION

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this Clause:-

"1990 Act" means the Town and Country Planning Act 1990 as amended;

"Application" means the application reference number 2014/0853 and registered by the Council on 28 July 2014 for the residential development of 192 dwellings on the Site;

"Commencement of Development" means the date upon which any material operation within the meaning of Section 56 (4) of the 1990 Act forming part of the Development begins to be carried out;

"Conditional Contact" means the contract between the Council and the Developer dated 9 October 2014;

"Development" means the development of the Site in accordance with the Planning Permission;

"Dwelling" means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;

"Education Contribution" means the sum of £273,936 (two hundred and seventy three thousand and nine hundred and thirty six pounds) towards the provision of and/or enhancement of education facilities;

"First Occupation" means the date following completion of the Development to the extent that the Development is capable of beneficial occupation and use for the purposes permitted by the Planning Permission, upon which any part of the Development is first Occupied for the purposes permitted by the Planning Permission which 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.

"Head of Planning, Building Control and Sustainability Development Services" means the Head of Planning, Building Control and Sustainability Development Services of the Council for the time being or such other officer of the Council nominated by him or her for the purposes of this Deed;

"Index" means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if that Price Index ceases to exist such index as the Council reasonably nominates;

“Interest” means interest at the rate of 4 per cent above the base lending rate of Barclays Bank Plc from time to time or should this rate cease to exist such other bank lending rate as the Council may reasonably nominate;

“Occupation and Occupied” means occupation for the purposes permitted by the Planning Permission from which the Development benefits but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” shall be construed accordingly;

“Plan 1 Location” means the plan annexed hereto with drawing number 3623/13 marked “Section 106 Plan”

“Planning Permission” means the planning permission to be granted pursuant to the Application substantially in the form of the draft is annexed in the First Schedule;

“Public Open Space Contribution” means the sum of £100,000 (one hundred thousand pounds) towards the provision of and/or improvement to informal open space and/or sports and/or recreation facilities within the administrative area of the Council;

“Site” means the land at the former Priory School Site, Littleworth Lane, Barnsley, shown edged red on Plan 1 Location;

“Traffic Improvement Works Contribution” means the sum of £20,000 (twenty thousand pounds) to be applied towards the Council’s highway design fees in respect of the following works:

- (a) Provision of a signal controlled junction at the junction of Pontefract Road/Grange Lane/Rotherham Road, including pedestrian crossing facilities and central islands
- (b) Provision of a signal controlled junction on Rotherham Road
- (c) Provision of a parking layby on Rotherham Road fronting the existing residential properties;

“Working Day” means Monday to Friday in each week excluding bank and other public holidays.

2 OPERATIVE PROVISIONS

- 2.1 The Developer covenants with the Council to observe the restrictions and perform the obligations contained in this Deed following its acquisition of the Site pursuant to the Conditional Contract except that the obligation in clause 2.11 shall be binding on the

- 2.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Developer. For the avoidance of doubt the covenants, restrictions and requirements will not be enforced or enforceable against the owner/occupier of any of the Dwellings or their mortgagee.
- 2.3 The expressions "the Council" and "the Developer" shall include their successors in title and assigns.
- 2.4 No person shall be liable for breach of any covenant contained in this Deed after he shall have parted with all interest in the Site 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.
- 2.5 This Deed shall not become effective (save for clause 2.11) until the following conditions are satisfied:
- (a) the Planning Permission shall have been granted
 - (b) except where otherwise stated in this Deed the Planning Permission has been Implemented
- 2.6 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Developer this Deed shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date
- 2.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 2.8 The obligations hereby created shall be registered as a Local Land Charge.
- 2.9 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 2.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

2.12 No person shall be liable for breach of any covenant contained in this Deed which relates to land that they do not have a legal interest in.

2.13 Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council under the terms of this Deeds 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, Building Control and Sustainability Development Services. Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

3. PUBLIC OPEN SPACE CONTRIBUTION

3.1 Prior to Occupation of the 50th Dwelling the Developer covenants to pay to the Council the Public Open Space Contribution

4. EDUCATION CONTRIBUTION

4.1 Prior to First Occupation the Developer shall pay the Education Contribution to the Council.

5. TRAFFIC IMPROVEMENT WORKS CONTRIBUTION

5.1 Prior to the Commencement of Development the Developer shall pay the Traffic Improvement Works Contribution to the Council.

6. INDEXATION

Any sum payable under this Deed by the Developer shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

7. INTEREST

If any payment due by the Developer under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

8. FURTHER AGREEMENT

8.1 Immediately following completion of the Developer's acquisition of the freehold interest in

8.1.1 Clause 2.1 of this agreement shall be deleted and replaced with the following clause 2.1:

"2.1 The Developer covenants with the Council to observe the restrictions and perform the obligations contained in this Deed."

8.1.2 The following Clause 2.1.1 shall be inserted into the further agreement:

"2.1.1 The Developer is the freehold proprietor of the Site having acquired the same from the Council pursuant to the Transfer dated [] day of [] 2015"

8.1.3 The provisions of this clause 8 shall not be included within the further agreement to be completed following the Developer's acquisition of the Site.

8.1.4 Recital 2 of this agreement shall be deleted and replaced with the following recital 2:

"2. The Developer is the freehold proprietor of the Site registered at H.M. Land Registry under title number SYK583319."

8.1.5 Recital 3 of this agreement shall be deleted.

8.2 Upon receipt of the further agreement referred to at clause 8.1 above, the Council shall immediately thereafter execute and complete the said agreement.

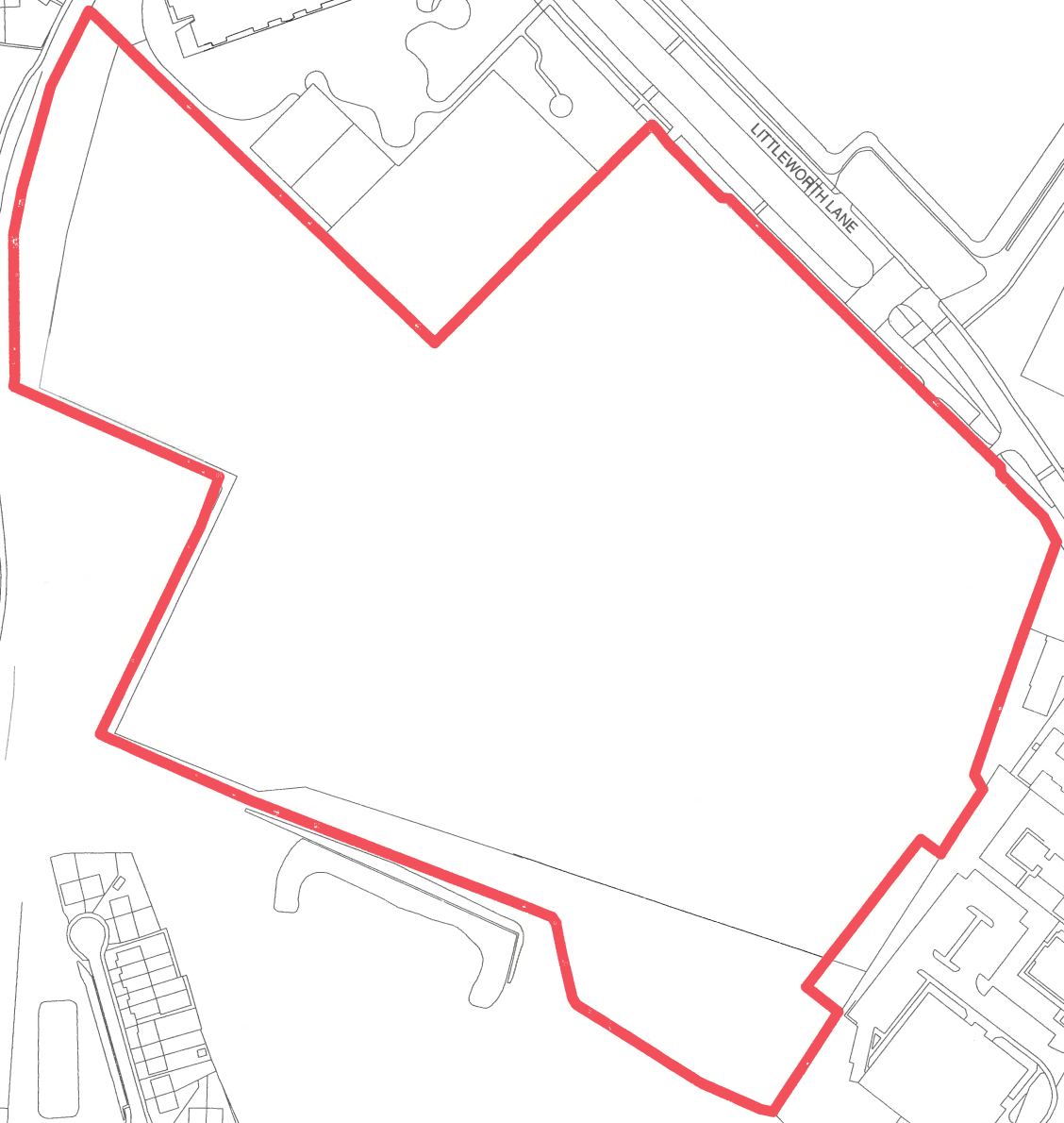
8.3 The further agreement referred to at clause 8.1 above must be completed prior to the Commencement of Development.

9. COUNCIL'S OBLIGATIONS

9.1 The Council hereby covenants to apply the Public Open Space Contribution, the Education Contribution and the Traffic Improvement Works Contribution towards the purposes specified in this Deed.

9.2 In the event that the contributions referred to in 9.1 or any part or parts of them are not expended within ten years of the date of the final payment of the relevant sum then the sum or sums not expended plus interest (if applicable) will be repaid to the person who paid the sums or its nominee.

- 9.3 The Council shall provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.
- 9.4 At the written request of the Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

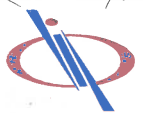


LITTLEWORTH LANE

PONTFRACT ROAD

ROTHERHAM ROAD

tel 01845 524758
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dispatch@harronhomes.co.uk



Harron Homes Limited
Colton House
Tarncliffe District



PROJECT:
Development at Littleworth Lane, Tarncliffe

AUTHORISED
SCALE: 1:1000 DATE: 11/01/01

*Authorised with
Garry K...*

TO BE CHECKED ON SITE. DISCREPANCIES, AMBIGUITIES AND/OR OMISSIONS BETWEEN THIS DRAWING AND INFORMATION GIVEN ELSEWHERE MUST BE REPORTED TO THIS OFFICE AND CLARIFICATION SOUGHT BEFORE PROCEEDING

No 1268

FIRST SCHEDULE
("Draft Decision Notice")

RECOMMENDATION SHEET**App. No** 2014/0853**Applicant:**Harron Homes
c/o Agent**Agent:**I D Planning
Atlas House
31 King Street
Leeds
LS1 2HL**Description:**

Erection of 192 dwellings with new access road from Littleworth Lane together with open space and balancing pond.

Location:Former Priory School Site
Littleworth Lane
Barnsley
S71 5RG**Outline:****Recommendation: Approved Subject to Legal Agreement****Conditions:**

- 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 plans (Proposed Site Layout: 3623/10 Rev K, House Types: 3623/PD01-A (bungalow), P.01.00 (Hadleigh), P.14.00 (Bamburgh), P.28.00 (Windsor), P.37.00 (Arundel), P.50.00 (Embsay), P.51.00-A (Birkwith), P.54.00 (Nidderdale), P.56.00 (Settle), P.57.00 (Tonbridge), P.64.00 (Hebden), P.65.00 (Hanley), P.66.00 (Coverham), P.80.00 (Single Garage), Landscape Masterplan: R1612/1B) and specifications/recommendations (Flood Risk Assesment: 10957-5001, Phase 1 Habitat Survey, Arboricultural Report: AWA1210, Noise Assesment: A088513) as approved unless required by any other conditions in this permission.
Reason: In the interests of the visual amenities of the locality and in accordance with LDF Core Strategy Policy CSP 29, Design.
- 3 Prior to commencement of development full details of the mitigation measures identified in the Ecological Survey (report undertaken by AES-LTD, dated July 2014) including a timetable for their implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.
Reason: To conserve and enhance biodiversity in accordance with Core

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- Strategy Policy CSP 36.
- 4 No development shall take place until 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. 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 Core Strategy Policy CSP 40, Pollution Control and Protection.

- 5 No development shall take place until a scheme for disposing of surface water by means of a sustainable drainage system is approved by the Local Planning Authority.
- The scheme shall include the following details:
- Information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
- o A timetable for its implementation; and
 - o A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker or any other arrangements to secure the operation of the scheme throughout its lifetime.

The development shall be implemented in accordance with the approved sustainable drainage scheme and maintained thereafter in accordance with the approved management and maintenance plan.

- Reason: To ensure proper drainage of the area in accordance with Core strategy Policy CSP 3.
- 6 Prior to commencement of development, details of a scheme to reduce the developments carbon dioxide emissions by at least 15% by using decentralised, renewable or low carbon energy sources or other appropriate design measures 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 and upon completion of the development a report shall be submitted to and approved by the Local Planning Authority demonstrating that at least a 15% reduction in carbon dioxide emissions has been achieved. In the event that the use of other decentralised, renewable or low carbon energy sources or other appropriate design measures are also required to achieve a 15% reduction in carbon dioxide emissions, full details of such proposals and a timetable for their implementation shall be submitted to and approved in writing by the Local Planning Authority prior to installation. The approved details shall be implemented in accordance with the approved timetable and all the approved measures shall be retained as operational thereafter.

Reason: In the interest of sustainable development, in accordance with Core Strategy policy CSP5.

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

- Provision of and any necessary changes to highway drainage;
- Resurfacing/reconstruction as necessary.

The works shall be completed in accordance with the approved details and a timetable to be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and the free flow of traffic in accordance with Core Strategy policy CSP 26.

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

Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

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

Reason: In the interests of highway safety, residential amenity and visual amenity and in accordance with Core Strategy Policy CSP 26, New Development and Highway Improvement, and CSP 29, Design.

- 10 Prior to commencement of development full highway engineering construction details, (including highway retaining structures, and phasing of the highway works) shall be submitted to and approved in writing by the Local Planning Authority. Development shall proceed in accordance with the approved details.

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Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

- 11 Development shall not commence until details of the phasing of the development has been submitted and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

Reason: To ensure a safe and adequate highway network, in accordance with Core Strategy Policy CSP 26.

- 12 No development shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: In the interests of the amenities of local residents and in accordance with Core Strategy Policy CSP 40.

- 13 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for the area of land to the East of the new link road shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any part thereof, whichever is the sooner, for its permitted use. Landscape management shall be carried out in accordance with the approved plan.

Reason: In the interests of the visual amenities of the locality, in accordance with Core Strategy Policy CSP 29.

- 14 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 Core Strategy Policy CSP 36, Biodiversity and Geodiversity.

- 15 No dwelling shall be occupied until a 1 year Travel Master Pass has been provided to the first occupier of each dwelling in accordance with details to be submitted and agreed in writing with the Local Planning Authority.

Reason: In the interests of reducing the need for car travel to and from the site in accordance with Core Strategy Policy CSP 25.

- 16 No piped discharge of surface water from the application site shall take place prior to the completion of the approved surface water drainage works and no building shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason: To ensure that the site is properly drained and surface water is not discharged into the highway or onto the highway.

- 17 No development or other operations being undertaken on site shall take place until the following documents have been submitted to and approved in writing by the Local Planning Authority:
- Tree protective barrier details
 - Tree protection plan
 - Arboricultural method statement

The documents shall be in accordance with British Standard 5837:2012 (Trees in relation to design, demolition and construction - Recommendations)

The development shall be carried out in accordance with the approved details.

Reason: To ensure the continued wellbeing of the trees in the interests of the amenity of the locality.

- 18 Prior to the occupation of the first dwelling a draft Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall indicate measures that will be put in place to encourage travel by modes other than the private car, and allow for regular reporting and monitoring to be undertaken. Subsequently, within six months of completion of 50% of the units, a detailed travel plan shall be submitted to the Local Planning Authority and once approved shall be fully implemented.

Reason: In the interests of sustainable development, in accordance with policy CSP25.

- 19 The dwellings shall achieve a Code Level 3 in accordance with the requirements of the Code for Sustainable Homes: Technical Guide (or such national measure of sustainability for house design that replaces that scheme). Each dwelling shall be issued with a Final Code Certificate prior to completion of development.

Reason: In the interest of sustainable development in accordance with Core Strategy Policy CSP2.

- 20 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 Core Strategy Policy CSP 26, New Development and Highway Improvement.

- 21 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

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- 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 Core Strategy Policy CSP 26, New Development and Highway Improvement.
- 22 Visibility splays, having the dimensions 2.4m x 43m, shall be safeguarded at all junctions within the development, such that there is no obstruction to visibility and forming part of the adopted highway
- Reason: In the interest of Road Safety.
- 23 Vehicular and pedestrian gradients within the site shall not exceed 1:12.
- Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.
- 24 No building or other obstruction shall be located over or within 3.0 (three) metres either side of the centre line of the sewers, which cross the site.
- Reason: In order to allow sufficient access for maintenance and repair work at all times
- 25 Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays.
- Reason: In the interests of the amenities of local residents and in accordance with Core Strategy Policy CSP 40, Pollution Control and Protection.

Reason(s) for Granting Permission

Informative(s)

1	The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to The Coal Authority on 0845 762 6848. Further information is also available on The Coal Authority website at www.coal.decc.gov.uk Property specific summary information on past, current and future coal mining activity can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com
2	The granting of planning permission does not in any way infer that consent of the landowner is given. Therefore the consent of all relevant landowners is required before proceeding with any development including that of the Council as landowner. If it should transpire that the applicant does not own any of the land included in this consent then it is the responsibility of the applicant to seek all necessary consents and approvals of the landowner.

	damaging operations. Further advice can be obtained from the Countryside Unit in the Planning & Transportation Services, on 01226-772576, or directly from www.naturalengland.org.uk
4	The decision to grant planning permission has been taken having regard to the saved policies and proposals in the Barnsley Unitary Development Plan, the policies and proposals in the Core Strategy and to all relevant material considerations, including Supplementary Planning Guidance/Documents: The Core Strategy CSP1 Climate Change CSP2 Sustainable Construction CSP3 Sustainable Drainage Systems CSP 4 Flood Risk CSP5 Including Renewable Energy in Developments. CSP8 The Location of Growth CSP9 The Number of New Homes CSP10 The Distribution of New Homes CSP14 Housing Mix and Efficient Use of Land CSP15 Affordable Housing CSP25 New Development and Sustainable Travel CSP26 New Development and Highway Improvement CSP29 Design CSP35 Green Space CSP36 Biodiversity and Geodiversity CSP39 Contaminated and Unstable Land CSP40 Pollution Control and Protection CSP42 Infrastructure and Planning Obligations CSP43 Educational Facilities and Community Uses The Development Sites and Places DPD The Council has produced a Consultation Draft of the Development Sites & Places Development Plan Document (DSAP), which shows possible allocations up to 2026 and associated policies. The document is a material consideration but the weight afforded to it is limited by the fact it is at an early stage in its preparation. Unitary Development Plan The UDP designation is Community Facility Saved UDP policies H4 'Development on Housing Sites' promotes residential development H8A 'Existing Residential Areas' Relevant Supplementary Planning Documents and Advice Notes

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Designing New Housing
Open Space provision on New Housing Developments
Parking
PAN 30 Sustainable Location of Housing Sites
PAN 33 Financial contributions to School Places

This informative is only intended as a summary of the reason for granting planning permission. For further details on the decision please refer to the application file, by contacting 01226 772593.

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

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

Borough Secretary/Authorised Signatory



EXECUTED as a DEED (but not
delivered until the date hereof) by
HARRON HOMES LIMITED acting
by two Directors or by a Director
and its Secretary

Director



Director Secretary

