DATED 8th September 2022

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

JASON HUGHES

S106 AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 in relation to Land at and to the south of South View, Darfield, Barnsley

LPA References: 2020/1284

THIS Agreement is made the 8th day of September Two Thousand and Twenty Two

BETWEEN

(1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire, S70 2TA ("the Council") of the first part

(2) **JASON HUGHES** of 50 Barnsley Road, Darfield, Barnsley S73 9DB. ("the Owner") of the second part and

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

RECITALS

(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 local planning authority by whom the planning obligations hereby created are enforceable

(2) The Owner is the registered proprietor with Title Absolute of the Land which is registered under title numbers SYK429353 and SYK547639

(3) The Owner has submitted the Application to the Council.

(4) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered in to by the Owner.

(5) The Owner has agreed to enter into this Agreement to create planning obligations in respect of each of their interests in the Land 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 contained in this Agreement

1 DEFINITIONS

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 a sum in respect of each Affordable Housing Unit calculated in accordance with section 13 (and other relevant paragraphs) of the SPD re Affordable Housing adopted May 2019;
"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 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 Housing Scheme"	means an approved scheme which specifies in relation to the Affordable Housing on the Land: (a) the size and tenure of the Affordable Housing Units; (b) the location and distribution of the Affordable Housing within the Land; and (c) details of how the proposed design and construction of the Affordable Housing Units will ensure that the Affordable Housing Units are materially indistinguishable (in terms of outward

design and appearance) from the Open Market Dwellings of similar size within the Development;

"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 Units"	means 10% of the Dwellings on the Land to be provided in accordance with the Affordable Housing Scheme and paragraph 1 of the First Schedule and reference to "**Affordable Housing Unit**" shall be construed accordingly;
"Affordable Rent"	means an affordable rent of no more than 80% of the Market Rent;
"Application"	means the outline planning application (All Matters Reserved) given reference 2020/1284 for the Development.
"Chargee"	means any mortgagee or chargee of the Registered Provider and/or an Affordable Housing Unit or the successors in title to such mortgagee or chargee 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, archaeological investigation, environmental investigation, site and soil surveys, construction of any

	access roads, erection of contractor's work compound, erection of site office or erection of fencing to site boundary) and reference to "**Commence Development**" shall be construed accordingly;
"Contributions"	means collectively the Open Space Compensation Sum, the Off-Site Greenspace 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 nominated by the Owner and approved by the Council from time to time;
"Development"	means the development of the Land for the construction of 20 dwellings.
"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;
"Expert"	has the meaning given in clause 2.4.2;

"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;
"Index"	means the 12 (twelve) month percentage change in the All Items Retail Price Index published by the Office for National Statistics
"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;
"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;
"Interest Rate"	means interest at 4 (four) per cent above the base lending rate of the Bank of England from time to time;
"Land"	means all that land at South View, Darfield, Barnsley shown for identification purposes only edged red on the Plan;
"Local Plan"	means the Barnsley Local Plan adopted in January 2019;
"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 last updated in July 2021 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;
"Open Space Compensation Sum"	Means the sum of £125,640 (one hundred and twenty five thousand six hundred and forty pounds) Index Linked calculated in accordance with Section 4 of the SPD re Open Space Provision on New Housing Developments adopted May 2019 to be paid to the Council by the Owner in compensation for the loss of open space on the Land and to be used by the Council for the provision of, or improvements to, public open space in accordance with the SPD the need for which is required in order to mitigate the onsite loss of open space arising from the Development;
"Off-Site Greenspace Contribution"	means a sum Index Linked calculated in accordance with the following formula for each Dwelling permitted by the Planning Permission:- £560.22 x 1 bed, £824.41 x 2 bed, £989.01 x 3 bed and £1155 x 4 bed (as referred to in Appendix 2 of the SPD re Open Space Provision on New Housing Developments adopted May 2019)

	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 within 5 km of the boundary of the Land 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 proposed by the Owner and approved by 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"	means the plan attached to this Agreement as Appendix 1;
"Planning Obligations"	means the obligations, conditions and stipulations set out in the First Schedule and "**Planning Obligation**" shall be construed accordingly;
"Planning Permission"	means planning permission that may be granted pursuant to the Application in the form of the draft attached to this Agreement as Appendix 2;
"Practical Completion"	means either:

(a) 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

(b) the issue of a Buildmark cover note in relation to a Dwelling by the National House-Building Council or such cover note of similar effect from an alternative warranty provider;

"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;

"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 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;

Reserved Matters means the approval of reserved matters for the Development pursuant to the Planning Permission;

"Shared Ownership Dwellings" means either:

(a) Dwellings to be made available on a Shared Ownership Lease to persons in accordance with the Registered Provider's policy; or

(b) such other housing as approved by the Council that provides a subsidised route to home ownership and which complies with either definition (c) "Discounted market sales housing" or definition (d) "Other affordable routes to home ownership" as set out within Annex 2 of the National Planning Policy Framework;

"Shared Ownership Lease" means the Homes England lease current at the date of this Agreement relating to protected areas;

"SPD"	means the supplementary planning documents that have been issued by the Council following the adoption of the Local Plan;
"Statutory Undertaker"	means any company corporation board or authority authorised by statute to carry on an undertaking for the supply of any of telephone and television communications electricity gas water and drainage and other services any authorised successor to any such undertaking;
"Sustainable Travel Contribution"	means a sum Index Linked to be calculated once reserved matters are approved in accordance with section 5 of the SPD re Sustainable Travel adopted November 2019 to be paid to the Council by the Owner and used by the Council towards purposes identified in the SPD 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 knowingly 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 OPERATIVE PROVISIONS

2.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act 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.

2.2 The Planning Obligations shall not become effective until both of the following conditions are satisfied:

2.2.1 the Planning Permission has been granted; and

2.2.2 (except where stated otherwise in this Agreement) the Commencement of Development.

2.3

2.3.1 The Owner hereby covenants with the Council that the Land shall be permanently from the date hereof bound by and subject to the Planning Obligations; and

2.3.2 The Council covenants with the Owner to comply with its obligations in the Second Schedule and (where applicable) in the First Schedule.

2.4 It is agreed and declared as follows:

2.4.1 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);

(c) (save for the provisions in paragraph 1.1 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);

(d) if it is a Statutory Undertaker which has an interest in any part of the Land for the purposes of its undertaking.

2.4.2 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 2.4.3 and 2.4.4 to the determination of a person ("**Expert**").

2.4.3 Any reference to an Expert in accordance with clause 2.4.2 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).

2.4.4 Each of the parties to the dispute referred to an Expert pursuant to clause

2.4.3 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.

2.4.5 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 numbers 2020/0627.

2.4.6 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 immediately remove any entry relating to this Agreement from the Register of Local Land Charges.

2.4.7 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.

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

2.4.9 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.

2.4.10 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.

2.4.11 The Owner shall forthwith pay to the Council its reasonable legal fees incurred in the preparation negotiation and completion of this Agreement of £1,000.00.

2.4.12 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.

2.4.13 The parties shall act reasonably and in good faith in the performance of their obligations in this Agreement.

2.4.14 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.

2.4.15 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 reasonable 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.

2.4.16 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.

2.4.17 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

("**Planning Obligations**")

The Owner hereby covenants with the Council:

1. **AFFORDABLE HOUSING**

1.1 Any Affordable Housing for Rent Dwellings on the Land shall not be used or Occupied other than as Affordable Housing for Rent Dwellings and any Shared Ownership Dwellings on the Land shall not be used or Occupied other than as Shared Ownership Dwellings save that this obligation shall not be binding on:

1.1.1 any Protected Tenant or any mortgagee or chargee of any Protected Tenant or any person deriving title from any Protected Tenant or any successor in title thereto and their respective mortgagees and charges; or

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 reasonable 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 reasonable arrangements and the Council and the Chargee 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 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 An Affordable Housing Scheme shall be submitted to the Council for its approval with the Reserved Matter Application and the process for the approval of the Affordable Housing Scheme shall be subject to any variations that may subsequently be agreed in writing between the Council and the Owner **PROVIDED THAT** it is agreed that if the Council does not notify the Owner of its approval or proposed amendments to the Affordable Housing 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 Affordable Housing Scheme submitted by the Owner.

1.4 Subject to paragraph 1.11 of this Schedule not to cause or permit more than 50% of the Open Market Dwellings to be Occupied until 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.

1.5 Any transfer of the Affordable Housing Units to a Registered Provider shall be to a Registered Provider appearing on the Council's Approved List.

1.6 Any Affordable Housing Units transferred to a Registered Provider shall be transferred with the benefit of the following:

1.6.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and

1.6.2 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.

1.7 The Owner shall provide the Council with written notice:

1.7.1 of the date of Commencement of Development; and

1.7.2 of the date of Occupation of the first Dwelling; and

1.7.3 of the date of Practical Completion of the Affordable Housing Units; and

1.7.4 of the date of Occupation of 10 (ten) of the Open Market Dwellings.

1.8 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.

1.9 The Owner will thereafter use its 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.

1.10 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.

1.11 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 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.

1.12 If the provisions of paragraph 1.11 of this Schedule apply then no more than 50% of the Open Market Dwellings shall be Occupied until the Affordable Housing Commuted Sum has been paid to the Council in accordance with paragraph 1.11 of this Schedule in relation to any Affordable Housing Units not transferred to a Registered Provider.

2 OFF-SITE OPEN SPACE COMPENSATION SUM AND THE OFF-SITE GREENSPACE CONTRIBUTION

2.1 To pay both the Off-Site Open Space Compensation Sum and the Off Site Greenspace Contribution to the Council in the phased instalments and before the deadlines specified in paragraphs 2.2 to 2.3 (inclusive) of this Schedule.

2.2 To notify the Council prior to the Occupation of any of the Dwellings to be constructed on the Land and not to Occupy any of the Dwellings to be constructed on the Land until 50% of the Off-Site Open Space Compensation Sum and the Off Site Greenspace Contribution as Index Linked have been paid to the Council.

2.3 To notify the Council prior to the Occupation of more than 50% of the Dwellings to be constructed on the Land and not to Occupy more than 50% of the Dwellings to be constructed on the Land until the remaining 50% of the Off-Site Open Space Compensation Sum and the Off Site Greenspace Contribution as Index Linked have been paid to the Council.

3 SUSTAINABLE TRAVEL CONTRIBUTION

3.1 To notify the Council prior to the Occupation of any of the Dwellings to be constructed on the Land and not to Occupy any of the Dwellings to be constructed on the Land until the Sustainable Contribution has been paid to the Council

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 have been fulfilled issue written confirmation thereof and/or at any reasonable time after all of the Planning Obligations 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

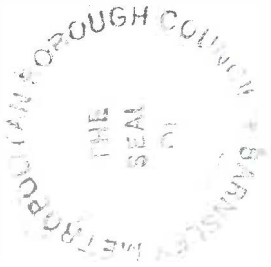
2 To apply the Contributions towards the purposes specified in this Agreement and not to apply the Contributions for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied.

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 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 pres)





Borough Secretary/Authorised Signatory

SIGNED AND DELIVERED as a **DEED**)
by the said **JASON HUGHES**)
in the presence of:-)

Witness Signature:
Witness Name:

Witness Address:

Witness Occupation:



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Unit 2, The Office Campus, Paragon Business Park, Red Hall Court, Wakefield, WF1 2UY

01924 380873

Project Proposed Residential Development at Hill Street Darfield for Jason Hughes

Drawing Ordnance Survey Plan

Date 22/10/2020

Drg No OS

A2

F	2210	Scale
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Appendix 2

(Planning Permission)

BARNSLEY
Metropolitan Borough Council

Growth and Sustainability
Regeneration and Culture
Planning and Building Control

GRANT OF OUTLINE PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2020/1284

To JR Planning
40 Northern Common
Dronfield Woodhouse
Dronfield
S18 8XJ

DESCRIPTION Outline application for 20 dwellings (All Matters Reserved) (Amended Redline and Description of Development).

LOCATION Land to the south of South View, Darfield, Barnsley

Permission is **granted** for the proposals which were the subject of the Application and Plans registered by the Council on 24/11/2020 and described above.

THIS DECISION IS SUBJECT TO THE TERMS OF THE AGREEMENT MADE UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED).

The approval is subject on compliance with the following conditions:

1 Application for approval of the matters reserved in Condition No. 2 shall be made to the Local Planning Authority before the expiration of three years from the date of this permission, and the development, hereby permitted, shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved.
Reason: In order to comply with the provision of Section 92 of the Town and Country Planning Act 1990.

2 The development hereby permitted shall not be commenced unless and until approval of the following reserved matters has been obtained in writing from the Local Planning Authority:-
(a) access
(b) the layout of the proposed development.
(c) scale of building(s)
(d) the design and external appearance of the proposed development.
(e) landscaping
Reason: In order to allow the Local Planning Authority to assess the details of the reserved matters with regard to the development plan and other material considerations.

3 Offsite highway works to improve the footpath on Snape Hill Road, along the site frontage, shall be investigated and submitted with the reserved matters application. Any suitable works identified will be completed in accordance with the approved arrangements and a timetable to be agreed by the Local Planning Authority
Reason: In the interests of safe, secure and convenient access and movement, in accordance with Local Plan Policy T3 Sustainable Travel and T4 Highway Safety.

4 Detailed plans shall accompany the reserved matters submission indicating existing ground levels, finished floor levels of all dwellings and associated structures, road levels and any proposed alterations to 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 in accordance with Local Plan Policy D1 High Quality Design and Place Making.

5 The reserved matters application shall include details of secure and covered parking for bicycles for every dwelling. The scheme shall be fully implemented before the development is first occupied (or brought into use).
Reason: In interests of encouraging use of sustainable modes of transport in accordance with Local Plan Policy T3.

6 The reserved matters application shall include full details of on site and off site ecological mitigation to address the loss of habitats as identified in the Biodiversity Metric 2.0 submitted with the application. The details shall include: full details of the proposed mitigation, timescale for implementation and appropriate management plan alongside an updated biodiversity metric demonstrating that the proposed mitigation will secure 'no net loss'. The development shall be carried out in accordance with the approved details.
Reason: To ensure the impacts on habitats are fully mitigated in accordance with Local Plan Polict BIO1.

7 The layout provided with the reserved matters application, as required by condition 2 of this permission, shall include no more than 20 dwellings with provision of onsite greenspace and a pedestrian cycle link to the adjacent Inkerman Recreation Ground.
Reason: To improve the provision of and access to greenspace in the local area, in accordance with Local Plan Policy GS1.

8 The reserved matters application shall include the following documents in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations have been submitted to and approved in writing by the Local Planning Authority:

- Tree protective barrier details
- Tree protection plan
- Arboricultural method statement

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

9 Upon commencement of development details of measures to facilitate the provision of high speed 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 I1.

10 Upon commencement of construction works, details of electric vehicle electric vehicle charge points shall be submitted and approved in writing by the LPA. The EVCPs will have a minimum "Mode 3" (7 kW, 32 AMP) capability and shall be installed in accordance with the approved details prior to first occupation of the development and thereafter in accordance with the approved details.
Reason: To ensure the new residential units are provided with infrastructure that conforms with the requirements of LP Policy T3 - New Development and Sustainable Travel.

11 No development works shall begin until a report, endorsed by a competent engineer experienced in ground contamination and remediation, has been submitted and agreed with the Local Planning Authority. The report shall, amongst other matters, include the following:-
1. A survey of the extent, scale and nature of contamination.
2. An assessment of the potential risks to human health, property, adjoining land, groundwaters and surface waters, ecological systems and archaeological sites and ancient monuments.
3. Geotechnical assessment of ground conditions by a suitably qualified person
4. An appraisal of remedial options, and proposal of the preferred option(s).
5. A remediation statement summarising the works to be undertaken (if required).
6. A Validation Report to confirm remediation works have been undertaken (if required).
The development shall thereafter be undertaken in full accordance with the submitted report. For further information, see BMBC's Supplementary Planning Guidance, "Development on Land affected by Contamination".
Reason: To ensure compliance with Local Plan Policy CL1 'Contaminated and Unstable Land'.

12 The site shall be developed with separate systems of drainage for foul and surface water on and off site.
Reason: In the interest of satisfactory and sustainable drainage in accordance with Local Plan Policy CC3.

13 No development shall take place unless and until full foul and surface water drainage details, 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 unless otherwise agreed in writing with the Local Planning Authority.
Reason: To ensure that no surface water discharges take place until proper provision has been made for its disposal in accordance with Local Plan Policies CC3 and CC4.

14 There shall be no piped discharge of surface water from the development prior to the completion of surface water drainage works, details of which will have been submitted to and approved by the Local Planning Authority under condition 12. If discharge to public sewer is proposed, the information shall include, but not be exclusive to the means of discharging to the public sewer network at a maximum rate of 3.5 litres a second.
Reason: To ensure that no surface water discharges take place until proper provision has been made for its disposal in accordance with Local Plan Policies CC3 and CC4.

15 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:

i. The parking of vehicles of site operatives and visitors
ii. Means of access for construction traffic
iii. Loading and unloading of plant and materials
iv. Storage of plant and materials used in constructing the development
v. Measures to prevent mud/debris being deposited on the public highway.
vi. Measures to reduce noise and dust disturbance.

Reason: In the interests of highway safety and residential amenity in accordance with Local Plan Policies T4 and POLL1.

16 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.

17 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.

18 Prior to the first occupation of the development hereby permitted a suitable vehicular access, details of which shall have been agreed and approved at reserved matters stage, shall be provided and thereafter retained, and constructed in accordance with the BMBC highway specification. Arrangement shall be made for surface water drainage to be intercepted and disposed of separately so that it does not discharge from or onto the highway carriageway.

Reason: To ensure satisfactory access into the site and avoid the carriage of extraneous material or surface water from or onto the highway and in the interests of highway safety in accordance with Local Plan Policy T4.

Informative(s)

Pursuant to article 35 (2) of the Town and Country Planning (Development Management Procedure) Order 2015 (as amended), the Local Planning Authority have, where possible, made a pre-application advice service available, and otherwise actively engaged with the applicant in dealing with the application in a positive and proactive manner.

1 The development hereby approved includes the creation of/carrying out of alterations to vehicular access (es). You are advised that before undertaking work on the adopted highway you will require a Section 184 licence from the Highway Authority. The works shall be to the specification and constructed to the satisfaction of the Highway Authority. Fees are payable for the approval of the highway details, and inspection of the works. Further information and an application form are available on the BMBC website at https://www.barnsley.gov.uk/services/roads-travel-and-parking/parking/dropped-kerbs/ or please contact at email Streetworks@barnsley.gov.uk or call to 01226 773555.

2 The development hereby approved includes the carrying out of work on the adopted highway. You are advised that before undertaking this work you must enter into a highway agreement with the Council under S278 of the Highways Act, 1980 specifying the extent of works, the works, and the terms and conditions under which these are carried out. Fees are payable for the drafting of the agreement, approval of the highway details and inspection of the works. For more information or to apply, please contact Highways Development Control at email HighwaysDC@barnsley.gov.uk or call to 01226 773555.

3 Whilst no information is given at this stage about the method of disposal of highway drainage, I am mindful of restrictions on surface water disposal and the emphasis on the use of sustainable solutions. The use of a soakaway system has to be located outside the carriageway and at least 5m from any building which may affect the layout shown. It should be noted that a commuted sum to be used towards the future maintenance costs of each highway drain soakaway, shall be agreed with and paid to the Council, prior to the issue of the Part 2 Certificate.

4 It should be noted that no pipes, culverts, water attenuation tanks or similar greater than 900mm can be placed beneath the area to be defined as public highway. All drainage installed under the Highway is to be adopted by the sewerage undertaker or, in the case of highway drainage, the Local Highway Authority.

5 Street lighting design and installation is generally undertaken by the Local Highway Authority. There is a fee payable for this service and the applicant should make contact with the authorities Street Lighting Team, Tel 01226 770770. Email. Streetlightingdesign@barnsley.gov.uk as soon as possible.

6 Access arrangements including shared private drives should conform to Approved Document B Volume 1 Part B5 Sect. 13. They should be constructed to withstand a minimum carrying capacity of 26 Tonnes without deflection.

7 Fees associated with the required condition survey together with any necessary remedial works and any relevant s278 agreement are to be borne by the developer. The applicant should make contact with Highways Development Control, Tel. 01226 772033/772170. Email. HighwaysDC@barnsley.gov.uk for further information prior to commencement.

Please be aware that the Council monitors construction sites and open land within the vicinity of such sites in an attempt to prevent fly tipping (i.e. unauthorised deposit of waste on land), which is illegal under the Environmental Protection Act 1990. The penalties for fly-tipping can include:

- a fine of up to £50,000 and
- up to six months imprisonment on conviction.

Therefore, if necessary, please ensure that all demolition waste and waste associated with the construction of any development is disposed of via approved methods and that documents are retained to prove this.

Signed



Joe Jenkinson
Head of Planning and Building Control

The grant of this consent does not constitute or imply permission, approval or consent by the Local Authority for any other purpose.

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NOTES:

Appeals to the Secretary of State

If you are aggrieved by the decision of the Council to grant permission for the proposed development subject to conditions then you can appeal to the Secretary of State for the Environment, Transport and Regions under Section 78 of the Town and Country Planning Act. If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Room 3/24 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions giving under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and Regions refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act 1990.

Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference to the application to him. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.