THIS DEED OF UNDERTAKING is made the 9th day of January 2012

BY :

(1) Shepherd Homes Limited (Company Registration No.: 00400182) of Huntington House, Jockey Lane, York ('the Owner')

TO

(2) Barnsley Metropolitan Borough Council of Town Hall Barnsley South Yorkshire ('the Council')

RECITALS

(1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

(2) The Owner is the freehold owner of the Site.

(3) The Owner intends to develop the Site in accordance with the Planning Permission and gives this undertaking to discharge Condition 22 of the Planning Permission

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990, as amended.

1.1.2 'the Access' means shown hatched blue on Plan 1

1.1.3 'Plan 1' means the plan attached to this deed and marked Plan 1

1.1.4 'Plan 2' means the plan attached to this deed and marked Plan 2

1.1.5 'the Planning Permission' means the Planning Permission dated 9th February 2012 reference 2011/1384

1.1.6 'RIGS' means the "Regionally Important Geological Site" forming part of the Site which approximate position is shown coloured red on Plan 1

1.1.7 'SAGT' means the Sheffield Area Geology Trust (Registered Charity No. 1133465)

1.1.8 'the Site' means the land against which this deed may be enforced known as Land formerly known as the Rock Inn Green Moor Wortley Sheffield and registered at the Land registry with Title Absolute under Title Numbers SYK338342 and SYK572997 shown edged red on Plan 2

1.1.9 "Society" means SAGT or SNHS and Societies" means SAGT and SNHS

1.1.10 'SNHS' means Sorby National History Society (Registered Charity No. 518234) Natural Sc

1.2 Interpretations

1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.

1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

1.2.4 Wherever an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

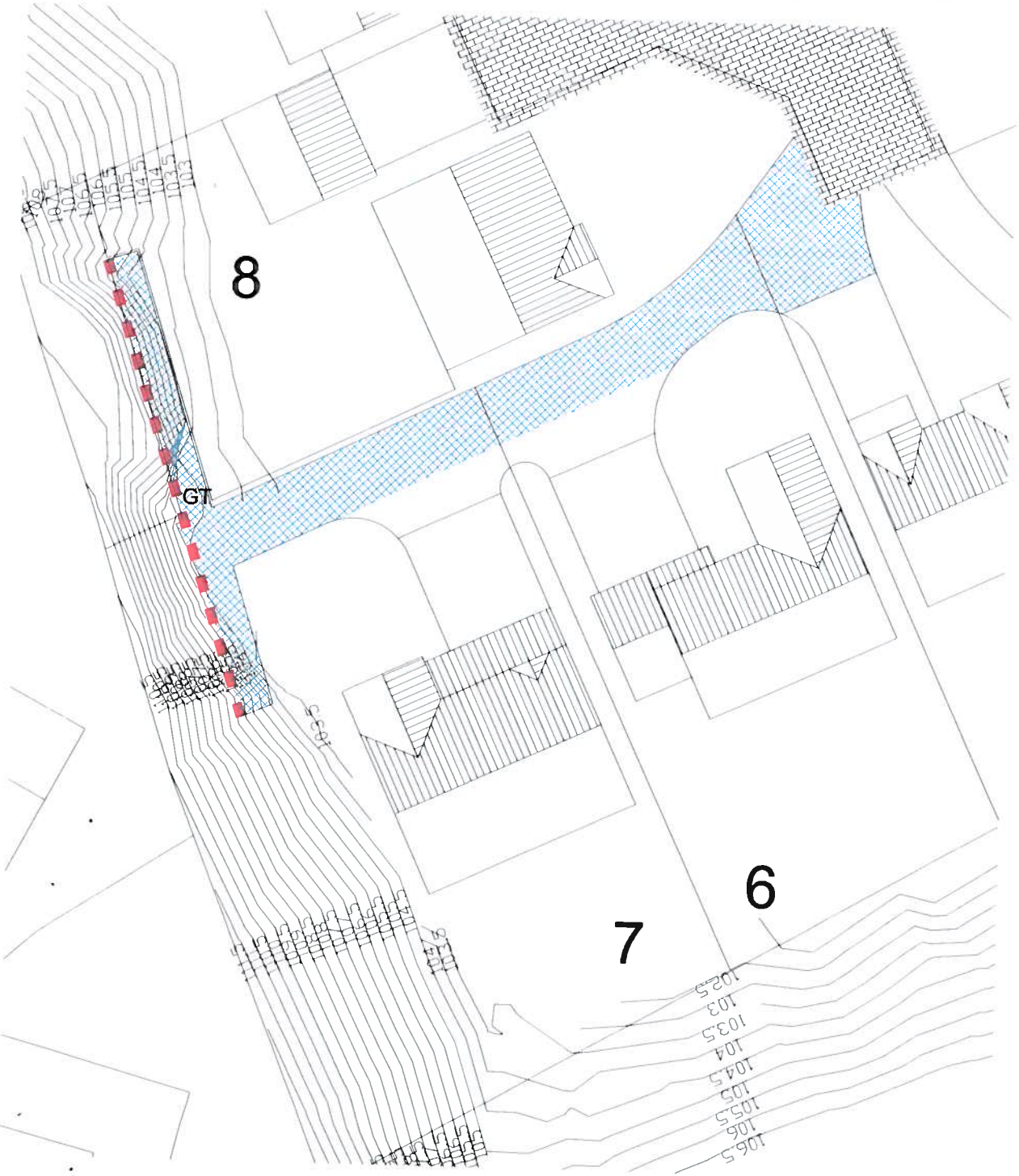
1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

2. Legal Basis

2.1 This deed is made pursuant to the 1990 Act section 106.

2.2 The terms of this Deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority.



LEGEND

Extent of shared private drive and access ways to the front of plots 5 to 7 . front of plot 7 unenclosed, and to the rear of plot 8 , over which a long term provision for future viewing of the R.I.GS will be provided in accordance with The Green Moor Quarry Geological Report and supporting Addendum provided by S Engering

Access to this area of land should only be permitted through prior arrangement between Sheffield Area geology Trust (SAGT) and the owners of plot 5,6,7 & 8. and will not permit any supervised group visits of more than 10 people per visit

Please refer to plot specific legal convenants for details of future access arrangements

Approx location of R.I.G.S

Plot fence approx location and lockable gate GT

Plan 1

Shepherd Homes Ltd

Stone Way Manor Green Moor

RIGS future access for viewing

187.12.101a

1:200 @ A3

MAR 2012

SDL



KEY

- Boundary Ownership
- Plot Boundary
- Street lights (approx. positions)
- Shared Private Drive / Footpath to be conveyed equally to and provide access to R.I.G.S
- L.A Adopted Roads
- Transfer to Parish council
- [1] Postal numbers
- * Stone House
  Postal address
  Stone way mews
  Wortly
  Sheffied
  S35 7ET
- Approx location of R.I.G.S

rev. description

Shepherd Homes

Shepherd Homes Ltd

client: Shepherd Homes Ltd

project: Stone Way Manor Green Moor

drawing title: Estate Boundary Plan

drawing number: 187.10.102

revision:

drawing status:

scale: 1:1250 @ A4

date: July 2012

drawn by: AC

checked by:

Plan 2

3. Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon the Commencement of Development save for the provisions of clause 6 which shall come into effect immediately upon completion of this deed.

3.2 Duration

3.2.1 This deed shall cease to have effect, in so far as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Access, but without prejudice to liability for any subsisting breach arising before the parting with that interest.

3.2.3 Nothing in this deed shall prevent compliance with any obligation pursuant to it before that obligation comes into effect under this clause 3, and no such early compliance shall amount to a waiver of the effect of this clause 3.

3.3 Other development

Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

3.4 Non-enforcement

This deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission who do not own any part of the Access or the RIGS nor against those deriving title from such owner-occupiers or tenants.

4. Owners Covenants

The Owner covenants with the Council to permit visits to the RIGS on the Site by the Societies on the following terms:

4.1 Access to the RIGS is via the Access only

4.2 No more than one access visit between the hours of 9 am to 5 pm for each Society per calendar year

4.3 No more than one maintenance visit between the hours of 9 am to 5 pm for each Society every ten years

4.4 Fourteen days advance written notice to the owners of the Access must be given before any access or maintenance visit.

4.5 If the visit is a maintenance visit the visiting Society must include a copy of up to date public liability insurance cover of at least £1million with the notice and the owners of the Access may exclude the Society if this is not provided

4.6 Each Society may bring accompanied visitors with them on their visit with a maximum number of ten persons including Society members

4.7 Each Society shall cause as little damage and inconvenience as possible to the owners and occupiers from time to time of the Access and make good any damage caused to the satisfaction of the owners of the Access acting reasonably

4.8 Each Society shall remove any rubbish that it has caused to be deposited on the Site including any fallen rock vegetation debris or other material

4.9 Any maintenance undertaken shall not involve the use of any machinery that is likely to cause significant disturbance or annoyance to the owners of the Access and without prejudice to the generality of this clause not be undertaken other than by hand tools

4.10 Any maintenance undertaken shall not be commenced without consent from the owners of the Access to the proposed programme of works and the owners of the Access shall not unreasonably withhold or delay such consent

5. Notices

5.1 Any notice or other written communications to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

5.2 The address for any notice or other written communication shall be within the United Kingdom.

5.3 A notice or communication shall be served or given on the Owner at it's registered office from time to time or such other address as shall be notified in writing to the Council from time to time

5.4 A notice or communication shall be served or given to the owners of the Access and/or the RIGS at its address for service noted at the Land Registry on the title to the Access and/or the RIGS

6. Miscellaneous

6.1 This deed shall be registered as a local land charge

6.2 The Owner shall pay the Council its legal fees incurred in connection with the drafting of this undertaking of £500.

6.3 This deed shall be governed by and interpreted in accordance with the law of England and Wales.

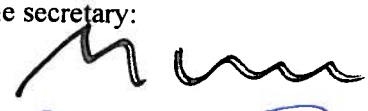
6.4 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of the deed.

6.5 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

6.6 The provisions of this deed (other than this clause 6.6 which shall be effective in any event) shall be of no effect until this deed has been dated.

This document is signed as a deed and delivered on the date of this deed

SIGNED by **SHEPHERD HOMES LIMITED** acting by two directors or by one director and the secretary:

Director 

Director/secretary 