DATED 19th March **2013**

PLANNING AGREEMENT

between

(1) BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

(2) KIER PROPERTY DEVELOPMENTS LIMITED

Planning Obligation Agreement under
Section 106 Town & Country Planning Act 1990

relating to land at

former Royston High School site, Midland Road, Royston

A.C. Frosdick, LL.B. DipLG,
Borough Secretary,
Town Hall,
Barnsley S70 2TA.
Ref PG/254/00288

THIS DEED is made the 19th day of March 2013

BETWEEN

1) BARNSLEY METROPOLITAN BOROUGH COUNCIL of 1 Gateway Plaza, Sackville St, Barnsley, South Yorkshire S70 ("the Council")

2) KIER PROPERTY DEVELOPMENTS LIMITED whose registered office is at Tempsford Hall, Sandy, Bedfordshire SG19 2BD ("the Developer")

RECITALS

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by whom the obligations and covenants contained in this Deed are enforceable

(B) The Council is the registered proprietor of the registered land registered at the Land Registry under title numbers SYK521579 and SKY589248.

(C) The Council and the Developer have entered into a contract for sale of even date ("the Sale Contract") relating to the Land under which the Council intends to transfer its freehold interest in the Land to the Developer

(D) The Developer has submitted the Planning Application to the Council.

(E) The Council has resolved to grant Planning Permission subject to this Deed being entered into to make provision for regulating the Development and securing the obligations herein referred to.

(F) The Council and Developer are satisfied that the obligations in this Deed meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

OPERATIVE PART

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Deed the following terms shall have the following meanings: -

"1972 Act"	The Local Government Act 1972
" 1990 Act"	The Town and Country Planning Act 1990 (as amended)
" 2011 Act"	The Localism Act 2011
"Affordable Housing"	Has the meaning given to it in annex 2 of the National Planning Policy Framework as published by the Department for Communities and Local Government 2012
"Affordable Housing Commuted Sum"	Means the sum of £40,000 (forty thousand pounds) per 2 bed Skipton Affordable Housing Unit and/or the sum of £50,000 (fifty thousand pounds) per 3 bed Swale Affordable Housing Unit
"Affordable Housing Units"	Means the Intermediate Dwellings and the Affordable Rent Dwellings to be provided in accordance with Schedule 1
"Affordable Rent Dwellings"	Has the same meaning as the term Affordable Rented Housing contained in the definition of Affordable Housing contained in the glossary at Annex 2 of the National Planning Policy Framework and comprises 14 in total
"Bus Shelter Upgrade	Means the sum of £8,000 (eight thousand pounds)

Contribution"	
"Chargee"	Means any mortgagee or chargee of the RSL 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
"the Chargee's Duty"	Means the tasks and duties set out in paragraph 2 of the First Schedule
"Commencement of Development"	means the actual date upon which the Development is begun by the carrying out of any material operation as defined by Section 56(4) of the 1990 Act save that for the purposes of this Deed the term is not to include operations in connection with site clearance, demolition, archaeological investigation, investigations for the purposes of assessing contamination, or for assessing the need for any diversion and laying out of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements and the expressions "Commence" and "Commence Development" is to be construed accordingly
"Community Campus Land"	Means the land outlined in black and numbered 4 on Plan 2
"Completed" and "Completion"	In respect of a Residential Unit, the issue of a Final Certificate under the Building Act 1984
"Development"	Means the development the subject of the Planning Permission
"Greenspace Contribution"	Means the sum of £100,000 (one hundred

	thousand pounds)
"Health Centre Land"	Means the land outlined in black numbered 5 on Plan 2
"Highways Contribution"	Means the sum of £70,000 (Seventy thousand pounds) toward the cost of upgrading the junction at Station Road/Church Street/Midland Road/High Street with the installation of MOVA signalling and pedestrian nearside detectors.
"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"	4% above the base rate published by the Bank of England from time to time
"Intermediate Dwellings"	Has the same meaning as the term Intermediate Dwellings contained in the definition of Affordable Housing contained in the glossary at Annex 2 of the National Planning Policy Framework and comprises 7 in total
"Land"	Means the land at the former Royston High School Site, Midland Road registered under title numbers SYK521579 and SYK589248 and shown for identification purposes edged red on Plan 1 annexed hereto
"Occupation"	Means occupation for any purpose 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 relating to security operations and "Occupied" and "Occupy" shall be construed likewise.
"Open Market Dwelling"	Means any dwelling within the Residential Land excluding the Affordable Housing Units
"Plan 1"	Means the plan marked Plan 1 attached
"Plan 2"	Means the plan marked Plan 2 attached
"Planning Permission"	Means the planning permission granted pursuant to the Planning Application
"Planning Application"	Means the full application for erection of 143 dwellings, supermarket (Class A1), petrol filling station, additional parking for community campus, public open space, landscaping access, parking and outline application for health centre (Class D1) under planning reference number 2012/1337
"POS Commuted Sum"	Means the sum to be calculated pursuant to paragraph 1 of the Second Schedule in accordance with the Council's Supplementary Planning Document 'Open Space Provision on New Housing Development (March 2012)' based on: • £777.09 per 2 bed Residential Unit • £932.24 per 3 bed Residential Unit • £1,088.70 per 4 bed Residential Unit
"POS Land"	Means the land comprising the Public Open Space

"POS Maintenance Contribution"	Means the sum of £44,252 (forty four thousand two hundred and fifty two pounds)
"Practical Completion"	means issue of a certificate of practical completion by the Developer's architect or in the event that the Development is constructed by a party other than the Developer the issue of a certificate of practical completion by that other party's architect;
"Protected Tenant"	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 developership by a RSL (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RSL) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the RSL all the remaining shares so that the tenant owns the entire Affordable Housing Unit
"Public Open Space"	Means the land outlined in black and numbered 3 on Plan 2

"Relevant Parties"	Means all those parties who in the opinion of the Council are reasonably required to be a party to the Supplemental Deed being the freeholder(s), the mortgagee(s) (if any) and the leaseholder(s) if necessary
"Reserved Matters Application"	Means an application for approval of reserved matters pursuant to the outline application for the construction of the Health Centre
"Reserved Matters Approval"	Means the approval of the Reserved Matters Application
"Residential Land"	Means the land outlined in black and numbered 2 on Plan 2
"Residential Units"	Means all of the Open Market Dwellings and the Affordable Housing Units and "Residential Unit" shall be construed accordingly
"Retail Land"	Means the land outlined in black and numbered 1 on Plan 2
"RSL"	Means a registered provider of social housing as defined in Part 2 of the Housing and Regeneration Act 2008 ("the 2008 Act") who is registered with the Regulation Committee of the Homes and Communities Agency, referred to as the Regulator of Social Housing in other enactments or instruments, pursuant to section 116 of the 2008 Act and has not been removed from the register pursuant to section 118 of the 2008 Act who is approved by the Council (such approval not to be

unreasonably withheld or delayed)

"Supplemental Deed"	Means a Deed (in the form annexed at the Fifth Schedule) to be executed by the Relevant Parties identified in order to bind its interests(s) in the Land (or part thereof) and its successors in title with the obligations of the Developer in this Deed
"TRO Contribution"	Means the sum of £5,000 (five thousand pounds) ~~£1,200 (one thousand two hundred pounds)~~ toward the cost of implementing a keep clear traffic regulation order at the exits to the junction at Station Road/Church Street/Midland Road/High Street

1.1. Where in this Deed reference is made to any clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule recital or plan in this Deed

1.2. Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that schedule

1.3. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council shall include the successors to their respective statutory functions

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

1.5. 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

1.6. Wherever there is more than one party with an interest in the Land and where more than one party is bound to undertake an obligation, obligations shall be enforced against each party individually in relation to that part of the Land in which they hold an interest unless there is an express provision otherwise

1.7. 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.

2. LEGAL BASIS

2.1. This Deed is made pursuant to Section 106 of the 1990 Act section 1 of the 2011 Act and section 111 of the 1972 act and all other enabling powers

2.2. The covenants restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning, authority against the Developer.

2.3. The Council agrees to the Council's interest in the Land being bound by the obligations in this Deed and while such obligations are not enforceable against the Council if and so long as the Council is both the local planning authority for the Land pursuant to Section 106 of the 1990 Act and retains an ownership interest in the Land the obligations in this Deed expressed to be given on the part of the Developer shall be taken to be obligations which are binding on the Council's freehold interest in the Land with the intent that such obligations should be binding upon any successors in title to or assigns of the Council and/or any person claiming through or under it an interest in the Land as if that person had been the original covenanting party in respect of such interests for the time being held by the Council

3. **CONDITIONALITY**

3.1. This Deed is conditional upon:

3.1.1. the grant of the Planning Permission

3.1.2. the Commencement of Development save for the provisions of clauses 4.1.3 and 6.4, which shall come into effect immediately upon completion of this Deed and any obligations contained in any of the Schedules which are to be performed or observed prior to Commencement of Development

4. **AGREEMENTS AND DECLARATIONS**

4.1. The parties agree and declare that:

4.1.1. the provisions of this Deed shall not be enforceable by any person who is not a party to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999 other than the RSL in respect of any provision contained in Part 1 of the First Schedule

4.1.2. The covenants given in this Deed shall cease to have effect if

4.1.2.1. the Planning Permission is quashed revoked or otherwise withdrawn at any time; or

4.1.2.2. the Planning Permission expires prior to the Commencement of Development; or

4.1.2.3. the Planning Permission is modified by any statutory procedure without the consent of the Developer

4.1.3. this Deed shall be registrable as a local land charge by the Council as local planning authority

4.1.4. Following the performance and satisfaction of all of the obligations contained in this Deed the Council shall upon written request from the Developer effect the cancellation of all relevant entries made in the Register of Local Land Charges in respect of this Deed

4.1.5. no person or party shall be liable for a breach of the restrictions and obligations contained in this Deed after that person or party has parted with all of his interest in the Land or the part in respect of which the breach occurs and for the avoidance of doubt the Developer shall not be liable for a breach of the restrictions and obligations contained in this Deed if the Sale Contract ceases to have effect but without prejudice to any liability for any breach committed prior to such parting

4.1.6. nothing in this Deed 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 (whether or not on appeal) after the date of this Deed

4.1.7. nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not parties to this Deed

4.1.8. if any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired

4.1.9. No waiver (whether expressed or implied) by the Council or the Developer 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 or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

4.1.10. the obligations in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated to that statutory undertaker nor enforceable against any owner-occupier for the time being of a Residential Unit or their successors in title.

4.1.11. where the agreement approval consent or expression of satisfaction is required by the Developer from the Council under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed

4.1.12. any notices requests demands or other written communications pursuant to this Deed 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

4.1.13. if any payment due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made

4.1.14. any sum payable under this Deed by the Owner 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

5. **COUNCIL'S COVENANTS**

5.1. The Council covenants with the Developer to comply with its obligations set out in the Fourth Schedule to this Deed

5.2. Simultaneously with completion of any transfer or grant by the Council of any of its interest in any part of the Land to a third party the Council will procure that the Relevant Parties enter into a Supplemental Deed in relation to that part of the Land

6. **DEVELOPER'S COVENANTS**

6.1 The Developer covenants with the Council to observe and perform the obligations as set out in First Second Third and Fourth Schedules subject to the proviso that the Council hereby agrees that it shall only enforce the said obligations as against the Developer, or its successors in title and any Relevant Parties in so far as obligations relate to that part of the Land in which the Developer, its successors in title and/or any Relevant Parties has an interest, from time to time, comprising of the Retail Land, the Residential Land, the POS Land, the Community Campus Land and the Health Centre Land

6.2 Simultaneously with completion of any transfer or grant by the Council of any of its interest in any part of the Land to the Developer the Developer will enter into a Supplemental Deed in relation to that part of the Land

6.3 Development shall not Commence on any part of the Land until a Supplemental Deed has been entered into by all Relevant Parties of that part of the Land and until the completed Supplemental Deed relating to that part has been submitted to the Council

6.4 The Developer covenants to pay to the Council on the completion of this Deed the reasonable legal costs of the Council in preparing, negotiating and completing this Deed of £1000

7. **EXPERT DETERMINATION**

Save in respect of matters of legal interpretation in the event of any dispute or conflict arising between the parties to this Deed in respect of the obligations under this Deed either party may refer such dispute or difference to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of

manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

8. JURISDICTION

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

9. EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed

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

FIRST SCHEDULE

The Developer covenants with the Council to observe and perform the following obligations in relation to the Residential Land:

Part 1 - Affordable Housing

1. Subject to paragraph 6 the Affordable Rented Dwellings shall not be used or occupied other than as Affordable Rented Dwellings and the Intermediate Dwellings shall not be used or occupied other than as Intermediate Dwellings save that the Affordable Rented Dwellings may be used as Intermediate Dwellings and the Intermediate Dwellings may be used as Affordable Rented Dwellings with the written permission of the Assistant Director of Planning and Regulatory Service and further this obligation shall not be binding on

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

1.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty; or

1.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor

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 one months' prior notice to the Council of its intention to dispose and:

2.1 in the event that the Council responds within one month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and shall use its best endeavours to secure such transfer

2.2 if the Council does not serve its response to the notice served under paragraph 2 within one month 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.

2.3 if the Council or any other person cannot within two months of the date of service of its response under paragraph 2.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 2.1 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule as Open Market Dwellings.

3. The plot location and mix of the Affordable Housing Units will be agreed between the Council and the Developer Provided that the Council in any event confirms the plot locations indicated on Plan 2 are approved.

4. 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 standard as the Open Market Dwellings and transferred to an RSL.

5. The Developer shall use its reasonable endeavours to market the Affordable Housing Units to an RSL and will promptly upon agreeing heads of terms for a transfer of the Affordable Housing Units to an RSL inform the Council of the identity of the RSL ("the Initial RSL Transfer Terms").

5.1 The Developer will thereafter use all reasonable endeavours to exchange contracts with the RSL for the sale of the Affordable Housing Units and will keep the Council informed on the Developer's progress.

5.2 If the proposed sale does not proceed the Developer will continue to use reasonable endeavours to exchange contracts with an alternative RSL and will keep the Council informed of the Developer's progress.

6. If the Affordable Housing Units have not been contracted for sale to the RSL within eighteen calendar months of the Commencement of Development or such earlier date agreed in writing by the Council and the Council is satisfied that clauses 5.1 to 5.3 have been complied with then the Developer 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 contracted to an RSL and upon such payment will be free to offer such dwellings for sale on the open market free from the obligations in this Schedule as Open Market Dwellings

7. Any agreement to sell or transfer the Affordable Housing Units to the RSL shall contain the following minimal provisions:-

   a. The grant by the Developer of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Units

   b. A reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Open Market Dwellings on the Land.

Part 2 – Greenspace Contribution

8. Prior to Occupation of the Residential Land the Developer shall pay the Greenspace Contribution to the Council for the purpose of funding the provision or improvement of sports facilities, including playing fields, within the administrative ward of Royston or any other location that the Council reasonably determines those affected by the development or living within the development would be likely to use or benefit from Provided that if the Council shall not have expended or committed to expend any or all of the Greenspace Contribution for the stated purpose within the period of 7 years beginning on the date that the Greenspace Contribution was paid to them then so much of the Greenspace Contribution that remains unspent shall be refunded by the Council to the Developer upon written request

Part 3 – Highway Safety Improvements

9. Prior to Occupation of the Residential Land the Developer shall pay 39% of the Highways Contribution (being £27,300 (twenty seven thousand three hundred pounds)) and 39% the TRO Contribution (being ~~£468 (four hundred and sixty eight pounds)~~ £1950 (one thousand nine hundred and fifty pounds)) to the Council provided that if the Council shall not have expended or committed to expend any or all of either contribution for the stated purposes within the period of 7 years beginning on the date that 100% of the Highways Contribution and 100% of the TRO Contribution has been paid then so much of the Highways Contribution and/or the TRO Contribution paid pursuant to this paragraph that remains unspent or uncommitted shall be refunded by the Council to the Developer upon written request

SECOND SCHEDULE

Public Open Space Land

The Developer hereby covenants with the Council to observe and perform the following obligations in relation to the Residential Land and the POS Land:

1. Prior to Commencement of Development on the Residential Land, to submit to the Council for approval details of the mix of 2, 3, and 4 bed Residential Units within the Residential Land in order to quantify the POS Commuted Sum

2. The Developer shall pay 50% of the POS Commuted Sum upon Commencement of Development on the Residential Land and the remaining 50% of the POS Commuted Sum following the occupation of 50 Residential Units provided that if the Council shall not have expended or committed to expend any, some or all of the POS Commuted Sum for the purpose of the provision or improvement (and maintenance thereafter) of public open space within the administrative ward of Royston or any other location that the Council reasonably determines those affected by the Development or living within the Development would be likely to use or benefit form within the period of 15 years beginning on the date that the POS Commuted Sum was paid to them then so much of the POS Commuted Sum that remains unspent shall be refunded by the Council to the party that paid the POS Commuted Sum upon written request.

3. The POS Maintenance Contribution shall be paid to the Council in full upon transfer of the Public Open Space to the Council in accordance with the provisions of this agreement provided that if the Council shall not have or expended or committed to expend any or all of the POS Maintenance Contribution for the purpose of maintaining the Public Open Space within the period of 15 years beginning on the date that the POS Maintenance Contribution was paid to them then so much of the POS Maintenance Contribution that remains unspent shall be refunded by the Council to the Developer upon written request

4. The Developer shall not Occupy or permit Occupation of more than 50% of the Residential Units until the Public Open Space has been laid out and planted in accordance with a plan to be submitted to and approved by the Council in compliance with the Planning Permission unless otherwise agreed in writing with the Council

5. The Developer shall maintain the Public Open Space to a standard equivalent to the Council's maintenance standards for similar types of public open space until the POS Contribution is paid to the Council and a transfer of the Public Open Space to the Council for the consideration of £1 has been completed (which the Council undertakes to enter into) and such transfer to include a requirement that the Council shall not use or permit the use of the Public Open Space for any other purposes than public amenity and recreation and otherwise in a form to be agreed between the Developer and the Council

THIRD SCHEDULE

Retail Obligations

The Developer hereby covenants with the Council to observe and perform the following obligations in relation to the Retail Land:

1. Prior to Occupation of the Retail Land to pay the Bus Shelter Upgrade Contribution to the Council for the purpose of upgrading two bus shelters in the vicinity of the Retail Land provided that if the Council shall not have expended or committed to expend any or all of the Bus Shelter Upgrade Contribution for the stated purpose within the period of 5 years beginning on the date that the Bus Shelter Upgrade Contribution was paid to them then so much of the Bus Shelter Upgrade Contribution that remains unspent shall be refunded by the Council to the Developer upon written request

2. Prior to Occupation of the Retail Land the Developer shall pay 61% of the Highways Contribution (being £42,700 (forty two thousand seven hundred pounds) JC and 61% the TRO Contribution (being ~~£468 (four hundred and sixty eight pounds)~~ £3050 (three thousand and fifty pounds) JC) to the Council provided that if the Council shall not have expended or committed to expend any or all of either contribution for the stated purposes within the period of 5 years beginning on the date that 100% of the Highways Contribution and 100% of the TRO Contribution has been paid then so much of the Highways Contribution and/or the TRO Contribution paid pursuant to this paragraph that remains unspent shall be refunded by the Council to the Developer upon written request

FOURTH SCHEDULE

Council's Covenants

1. The Council hereby covenants to observe and perform its obligations as set out in paragraphs 8 and 9 of the First Schedule, paragraphs 2, 3 and 5 of the Second Schedule and paragraphs 1 and 2 of the Third Schedule

FIFTH SCHEDULE

Supplemental Deed

DATED **2013**

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

[ ]

SECTION 106

TOWN AND COUNTRY PLANNING ACT 1990 (As Amended)

Relating to land at

former Royston High School site, Midland Road, Royston

This SUPPLEMENTAL DEED is made this day of 2013

BETWEEN:

(1) BARNSLEY METROPOLITAN BOROUGH COUNCIL of 1 Gateway Plaza, Sackville St, Barnsley, South Yorkshire S70 ("the Council") and

(2) [DEVELOPER] whose registered office is at [ ]

1. ON [DATE] the Council entered into an Agreement ("the Planning Agreement)" under section 106 of The Town and Country Planning Act 1990 ("the 1990 Act") and various other statutory powers which Planning Agreement contains obligations in respect of land at former Royston High School site, Midland Road, Royston ("the Land") as was more particularly described in the Planning Agreement.

2. THE [DEVELOPER] has a freehold interest in that part of the Land detailed in Schedule 1 to this deed.

3. THE [DEVELOPER] has agreed to enter into this deed in order to bind its freehold interest in that part of the Land before Commencing Development in relation to that part of the Land

NOW THIS DEED WITNESSETH AS FOLLOWS

1. It is hereby agreed between the parties hereto that the words and expressions used herein shall (save were the same are inconsistent with the terms thereof) have the meaning assigned in the Planning Agreement

2. THIS deed is entered into pursuant to the same statutory powers as are referred to in the Planning Agreement and both the positive and restrictive covenants herein contained on the part of the [DEVELOPER] shall be enforceable by the Council without limit of time not only against the [DEVELOPER] but also against any person corporate or otherwise claiming through or under those [DEVELOPER] and interest or estates in that part of the Land described in Schedule 1 of this deed (the

"Transferred Land") as if such person had also been a covenanting party in respect of the interest or estates for the time being held by him

3. THE obligations herein imposed upon the DEVELOPER and falling within section 106 of the 1990 act shall be deemed to be expressed to be planning obligations to which the said Section applies and for the purposes of Section 106(9) of the 1990 Act the Council is the local planning authority by which such planning obligations are enforceable

4. THE DEVELOPER with the intent to bind its freehold interest in the Transferred Land into whosoever hands the same may come hereby covenants and undertakes with the Council to observe and perform the obligations on its part contained in the Planning Agreement provided that it is hereby agreed between the parties hereto that the DEVELOPER shall not be liable for a breach of covenant contained in the Planning Agreement after it has parted with its interest in the Transferred Land or the part of the Transferred Land in respect of which such breach occurs that without prejudice to any liability for any subsisting breach of covenant prior to parting with such interest

5. THE Council hereby covenants and undertakes to observe and perform the covenants and obligations on the part of the Council contained in the Planning Agreement

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto as a Deed and delivered the day and year first above written

SCHEDULE 1

Description of the Land [or part thereof]

THE COMMON SEAL OF)

BARNSLEY METROPOLITAN)

BOROUGH COUNCIL was affixed in the presence of:)

Authorised Signatory:

No. 55
IN REGISTER

EXECUTED AS A DEED by) TONY GLYMAN

KIER PROPERTY DEVELOPMENTS LIMITED)

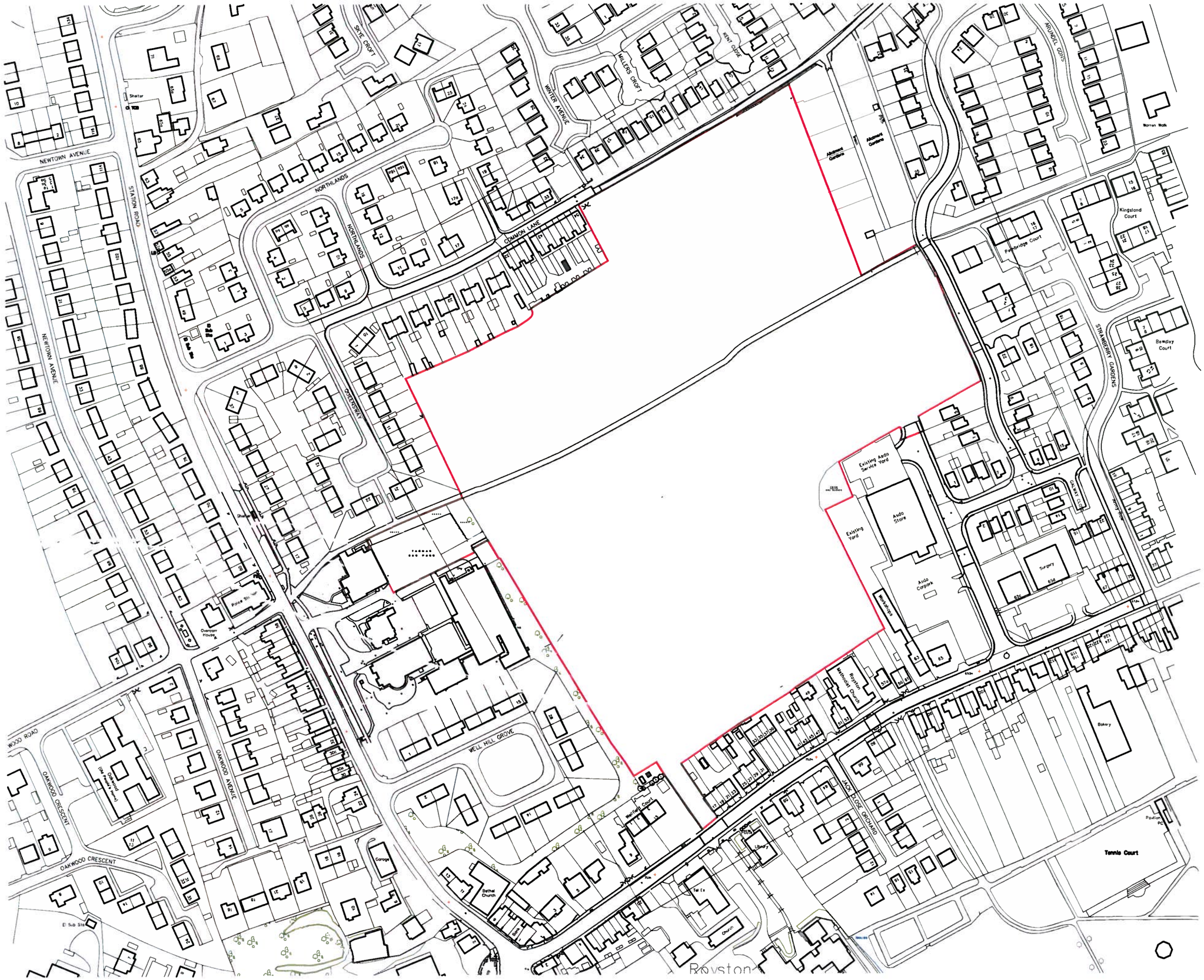
in the presence of:)

Director:

Witness Name: PAUL NIXON

Witness Address: 6 CAVENDISH PLACE
LONDON W1G 9NB

Witness Occupation: SENIOR PROJECT MANAGER



North

Approx site area: 7.12 Hectares
17.59 Acres

Application Boundary

Rev.	Date	Details	Drawn	Checked

Issued for:

PLANNING

Project/Client: Proposed Mixed Use Development Midland Road, Royston	Project No: 2111031
	Dwg No: AD (00) 01
	Rev: -
Drawing: Site Location Plan	Scale: 1:2000 @A3
	Drawn By: JJH Date: NOV '12
	Checked By: RH Date: NOV '12

ARCHIAL

Tel: +44 (0)113 388 4330
Web: www.archialgroup.com

Contractors must work only to figured dimensions which are to be checked on site.
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NOTES
1. FOR TREE SURVEY NOTES SEE ACCOMPANYING JAMES ROYSTON ARBORICULTURAL SURVEY
2. FOR DETAILED LANDSCAPING PROPOSALS SEE SMEEDEN FOREMAN LANDSCAPE MASTERPLAN

LEGEND

- PROPOSED TREE
- EXISTING SURVEYED TREE TO BE RETAINED
- EXISTING TREE (NOT SURVEYED) TO BE RETAINED
- EXISTING SURVEYED TREE TO BE FELLED
- EXISTING LANDSCAPE
- PROPOSED HEDGEROW
- PROPOSED DENSE PLANTING
- RESIDENTIAL TURF PLANTING AREA
- RESIDENTIAL SHRUB PLANTING
- BLOCK PAVING (SPEC. TBA WITH LOCAL PLANNING AUTHORITY)

SCHEDULE OF RESIDENTIAL ACCOMMODATION
AFFORDABLE HOME ALLOCATION

Housetype	Total
Cherryburn 2 Storey 4 Bed Detached House	3 No.
Crosthorne 2 Storey 3 Bed Detached House	9 No.
Baseberry 2 Storey 4 Bed Detached House	18 No.
Sinclair 2 Storey 3 Bed Semi Detached / Terraced House	17 No.
Lumley 2 Storey 4 Bed Detached House	7 No.
Stafford 2 Storey 3 Bed Detached House	12 No.
Stafford Semi 2 Storey 3 Bed Semi Detached	20 No.
Hamberry 2 Storey 3 Bed Semi Detached	36 No.
Juniper 2 & 3 Storey 3 Bed Semi/Terrace	11 No.
Skipton 2 Storey 3 Bed Semi/Terrace	10 No.

Total 143 units

KEY AND BOUNDARY TREATMENT

- DENOTES 1800 HIGH CLOSE BOARDED FENCE
- DENOTES 900 HIGH 3 POST AND RAIL TIMBER FENCE
- DENOTES 1800 HIGH SCREEN WALL / FENCE
- DENOTES 600 HIGH RAILINGS
- DENOTES BRICK DWARF WALL WITH 600mm RAILINGS
- 600 TIMBER KNEE RAIL, FULL EXTENT TBA
- EXISTING 2.4M (MEAN) GREEN METAL PALISADE FENCE TO REMAIN
- EXISTING 2.0M BRICK WALL TO REMAIN
- EXISTING 1.5M BRICK WALL TO REMAIN

DEVELOPMENT AREAS/PHASING PLAN

1 SUPERMARKET/PFS

2 RESIDENTIAL

3 PUBLIC OPEN SPACE/LEAP

4 NEW PARKING FOR COMMUNITY CAMPUS

5 HEALTH CENTRE

6 DEVELOPMENT AREA/PHASE 6

REV. B

PLANNING

Proposed Mixed Use Development Midland Road, Royston	Project No. 211031
	Drawing No. AD (00) 02
	Rev. E
Proposed Site Layout Plan	Scale 1:500 @A0
	Drawn by JJH Date NOV '12
	Checked by RH Date NOV '12

ARCHIAL