

DATED 26th November 2012

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

PERSIMMON HOMES LIMITED

SUPPLEMENTAL AGREEMENT AND DEED OF VARIATION

Pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 (as amended) relating to development on land at Yorkshire Traction Site, Vernon Works Upper Sheffield Road Barnsley

A.C. Frosdick, LL.B. DipLG,
Borough Secretary,
Town Hall,
Barnsley S70 2TA.

THIS DEED OF VARIATION is made the 28th day of *Nov* Two Thousand and Twelve

BETWEEN

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

(2) **PERSIMMON HOMES LIMITED** (Company registration number 04108747) whose registered office is situate at Persimmon House Fulford York YO19 4FE ("the Owner") of the second part

RECITALS

(1) This Deed of Variation is supplemental to an agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council (1) The Yorkshire Traction Company Limited (2) Colin Soar and Michael Soar (3) and the Owner dated 27 July 2007 ("the Original Section 106 Agreement") and a Deed of Variation of the Original Section 106 Agreement between the Council (1) and (2) Persimmon Homes dated 30th September 2010 ("the First Deed of Variation") and a a Deed of Variation between the Council and Persimmon Homes dated 9th November 2010 ("the Second Deed of Variation") and a Deed of Variation between the Council and Persimmon Homes dated 9th December 2011 ("the Third Deed of Variation"),

(2) The Owner is now the registered proprietor with Title Absolute under title number SYK559886 of land at the former Yorkshire Traction Site Upper Sheffield Road Barnsley referred to in the Original Section 106 Agreement as the Green Land ("the Owners Site")

(3) The Owner by a transfer dated 11th November 2011 acquired the adjoining

land at Vernon Works Upper Sheffield Road Barnsley referred to in the Original Section 106 Agreement as the Blue Land ("the Adjoining Site")

(4) The Green Land and the Blue Land are together referred to in the Original Section 106 Agreement as the Site

(5) The Owner was granted planning permission under planning reference 2006/1894 to develop the Site ("the Original Planning Permission").

(6) The Owner was granted a second third and fourth planning permission under planning reference numbers 2010/0406 2010/1013 and 2011/1034 respectively for similar planning permissions and the Original Section 106 Agreement was varied by the First Deed of Variation Second Deed of Variation and Third Deed of Variation to ensure the obligations contained in the Original Section 106 Agreement also applied to the second third and fourth planning permissions

(7) The Owner has applied for a fifth planning permission to develop part of the Site under planning reference number 2012/0817 and the Council wish to further vary the Original Section 106 Agreement to ensure the obligations contained in the Original Section 106 Agreement also apply to any permission granted pursuant to this planning application,

(8) The Assistant Director of Planning and Regulatory Services agrees to vary the Original Section 106 Agreement by entering into this Deed of Variation pursuant to powers granted to him under the Council's Scheme of Delegation.

(9) Any words or phrases which are defined in the Original Section 106 Agreement (as varied) and which appear in this Deed of Variation shall have the same meaning as are associated to them in the Original Section 106 Agreement (as varied) unless a contrary intention appears from this Deed of Variation

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1 Variation

- 1.1 It is hereby agreed between the parties to this Deed of Variation that the Original Section 106 Agreement as varied by the First Deed of Variation the Second Deed of Variation and the Third Deed of Variation is further varied in the manner set out in the Schedule to this Deed of Variation and the Original Section 106 Agreement shall (save as amended by the First Deed of Variation) remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they were included in the Original Section 106 Agreement
- 1.2 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which section 111 of the Local Government Act 1972, Section 106 and Section 106A of the Town and Country Planning Act 1990 and all other powers so enabling.
- 1.3 This Deed of Variation contains planning obligations made pursuant to Section 106 of the Town and Country Planning Act 1990 which are enforceable by the Council and which binds each and every part of the Green Land.
- 1.4 The provisions of this Deed of Variation shall have immediate effect upon the completion of this Deed

2 Miscellaneous

- 2.1 The Owner agrees to pay the Council's legal fees in respect of the drafting negotiation and completion of this Deed of Variation in the sum of £500.

2.2 Clause 1.1 shall be of no effect unless the Council issue a decision notice in respect of planning application 2012/0817 in the form of the draft decision notice annexed hereto or of substantially similar effect

Schedule

The Original Section 106 Agreement shall be varied as follows:

1 The following definitions shall be added to Clause 1

"the Fifth Planning Application" means the application made by the Owner under the Town and Country Planning Act 1990 under planning application reference number 2012/0817

2 The definition of "Planning Permission" in Clause 1 shall be replaced by the following definition:

"Planning Permission" means planning permission granted by the Council pursuant to the Planning Application, the Second Planning Application the Third Planning Application the Fourth Planning Application or the Fifth Planning Application and any non-material amendment to any such planning permission

3 The words "or the Fifth Planning Application" shall be inserted after the words "Fourth Planning Application" in Clause 3.1

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE COMMON SEAL of Barnsley)
Metropolitan Borough Council was)
hereunto affixed to this Deed in the)
presence of:-)

Gang Krip

Borough Secretary/Authorised Signatory



No. 2468
IN REGISTER

EXECUTED AS A DEED by)
PERSIMMON HOMES LIMITED)

acting by its attorneys)

[*[Signature]*])

Karen Gilman

Attorney

-and)

[*Neil Williams*])

Neil Williams

Attorney

in the presence of:)

[Signature]

Paul Thornton

Persimmon Homes (West Yorkshire)

3 Hepton Court, York Road,

Leeds, CS9 6PW

Draft Decision Notice

2012/0817

AgentName
AgentAddress

Mr Paul Thornton
Persimmon Homes (West Yorkshire)
3 Hepton Court
York Road
Leeds
LS9 6PW

Substitution of house types Plots 90-141 and erection of 3 no additional houses.
Former Yorkshire Traction Site and Vernon Works
Upper Sheffield Road
Barnsley
South Yorkshire

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.
- 2 The development hereby approved shall be carried out strictly in accordance with the amended plans (Nos. 3322-C-D1-05 Rev K, Went-2012:01A, Went-2012:03A, Went-2012:04, Went-2012:07, Went-2012:08, Went-2012:10, Went-2012:11, Went-2012:12, Went-2012:13, Went-2012:14, Went-2012:15, Went-2012:16, Went-2012:17, Went-2012:18, Went-2012:19) and specifications as approved unless required by any other conditions in this permission.
Reason: In the interests of the visual amenities of the locality
accordance with Core Strategy Policy CSP 29, Design.
- 3 The site compound and sales area shall be laid out in accordance with Materials, Sales and Compound Plan (WENT 2012:999).
Reason: In the interests of highway safety, residential amenity and visual amenity, in accordance with Core Strategy policy CSP 40.
- 4 The measures to control noise, dust and to prevent mud on the road set out in the letters from Sirius (dated 19th and 23rd March 2010) and the Memo from Matt Oldfield (dated 24th March 2010) shall be implemented throughout the duration of the development.
Reason: In the interest of residential amenity and highway safety, in accordance with Core Strategy policies CSP 26 and CSP 40.
- 5 The development shall be carried out in accordance with the approved external materials schedule (Dwg: WENT 2012:999).
Reason: In the interests of the visual amenities of the locality and in accordance with Core Strategy policy CSP 29.
- 6 The development shall be undertaken in accordance with the approved Remedial Completion Report (C 3987A). Validation that the site has been satisfactorily remediated shall be submitted to and approved in writing by the Local Planning Authority prior to occupation of the dwellings.

- 14 The highway improvement works shall be completed in their entirety in accordance with the approved details (3322-C-D9-10 Rev C, 3322-C-D9-11 Rev F, 3322-C-D9-12 Rev E, 3322-C-D9-13 Rev D, 3322-C-D9-14 Rev C, 3322-C-D9-15 Rev F, 3322-C-D9-16 Rev C, 3322-C-D9-17 Rev C, 3322-C-D9-18 Rev C) prior to occupation of the development.
Reason: In the interests of highway safety, in accordance with Core Strategy policy CSP 26.
- 15 Within three months of the occupation of the development, the developer shall provide each household with a public transport season ticket
Reason: To encourage the use of sustainable transport modes in accordance with Core Strategy policy CSP 25.
- 16 The boundary treatment to each plot as shown on the approved plans shall be completed before the plot is occupied.
Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property and in accordance with Core Strategy policy CSP 29.
- 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 Core Strategy policy CSP 40.
- 18 No building or other obstruction shall be located over or within 3.0 metres either side of the centre line of the sewer, which crosses the site.
Reason: In order to allow sufficient access for maintenance and repair work at all times in accordance with Core Strategy policy CSP 4.
- 19 No building or other obstruction shall be located over or within 3.0 metres either side of the centre line of the water main, which crosses the site.
Reason: In order to allow sufficient access for maintenance and repair work at all times in accordance with Core Strategy policy CSP 4.
- 20 No piped discharge of surface water from the application site shall take place until work to provide a satisfactory outfall for surface water has been completed in accordance with details to be submitted to and approved by the local planning authority before development commences.
Reason: To ensure that the site is properly drained in accordance with Core Strategy policy CSP 4.
- 21 Visibility splays, having the dimensions 2.4m x 90m, shall be safeguarded at the junction of the access road with Upper Sheffield Road, such that there is no obstruction to visibility and forming part of the adopted highway.
Reason: In the interest of road safety, in accordance with Core Strategy policy CSP 26.

14 September 2012

InformativeText

THIS POWER OF ATTORNEY is made 2nd July 2012 by **PERSIMMON HOMES LIMITED** Company Number 4108747 whose registered office is at Persimmon House Fulford York YO19 4FE (the Company)

1. **THE COMPANY HEREBY APPOINTS** the persons whose names are set out in the Schedule hereto (the Attorneys) jointly and severally to be the true and lawful Attorneys of the Company in the name of and on behalf of the Company to do or execute sign seal and deliver all deeds transfers mortgages licences options instruments leases contracts bonds missives dispositions receipts acknowledgements notices legal charges and agreements (the Documents) for or relating to the acquisition disposition or development of land and premises including the sale of individual plots upon the building estates of the Company and the purchase and subsequent re-sale of any property acquired by the Company by way of part exchange or otherwise
2. **ANY** two of the Attorneys may execute all Documents in lieu of two directors or a director and the secretary of the Company, without prejudice to the Attorneys joint and several appointment
3. **THE** Company hereby agrees to ratify all acts which the Attorneys shall lawfully do or cause to be done by virtue of this Power of Attorney

SCHEDULE

Jeffrey Fairburn
Nigel Andrew Bowes
Wayne Gradwell
John Christopher Eynon
Roderick Nell Foster
Neil Stephen Follows
Mark Anthony Cook
Kelly Johnson

David Jenkinson
John Richard Kirkham
John Rodda
Richard Tindale
Christine Cooper
David Anthony Forshaw
Michael Frederick Lavelle
Timothy Melvyn Pegg

Gareth Kevin Edward Hale
Alan Hopwood
Neil Williams
Peter Mark Jordan
Simon Anthony Usher
Kevin McGuinness
Stephen John Lancaster
Kevin Richard Farrington

Gillian Anne Bridges
Kevin Thubron
Karen Glynn
Christopher Curry
David Hodgson
Diane England
Simon Jeremy Whalley

Executed as a Deed by
PERSIMMON HOMES LIMITED
acting by two directors:

Director



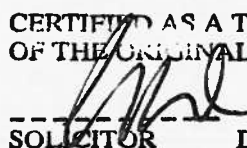
Director



CERTIFIED AS A TRUE COPY
OF THE ORIGINAL

SOLICITOR

DATE

 21.11.12