

DATED

15th Feb

2018

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

THE COMPANY SHOP LIMITED

and

LLOYDS BANK PLC

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to development on land at Maple Court & Maple Grove, Barnsley in
the County of South Yorkshire

A.C. Frostdick, LL.B. DipLG,
Executive Director Core Services
Solicitor to the Council
Barnsley Metropolitan Borough Council
Town Hall,
Barnsley, S70 2TA.

THIS DEED OF AGREEMENT is made the 15th Feb day of
Two Thousand and Eighteen

BETWEEN

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

(2) COMPANY SHOP LIMITED (Company number 1927437) whose
registered office is situate at Wentworth Way Tankersley Barnsley S75 3DH
("the Owner")

(3) LLOYDS BANK PLC (Company number 2065) whose registered office
is situate at 25 Gresham Street London EC2V 7HN which shall include its
successors and assigns ("the Mortgagee")

RECITALS

(1) The Council is the Local Planning Authority for the purposes of this
Agreement for the area within which the land described in the First Schedule
hereto ("the Land") is situated and is the Authority by whom the obligations
contained in this Agreement are enforceable

(2) The Owner is the registered proprietor with absolute title of the Land
registered under Land Registry Title Number SYK483183

(3) The Mortgagee holds a registered legal charge dated 3 July 2012 over
the Land ("the Legal Charge")

(4) The parties have agreed to enter into this Deed in order to secure the
planning obligations contained in this Agreement and agree that the
obligations comply with regulation 122 of the Community Infrastructure Levy
Regulations 2010.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

DEFINITIONS

1 For the purposes of this Deed the following expressions shall have the following meanings

“the 1990 Act” means the Town and Country Planning Act 1990 (as amended)

“the Application” means the application submitted to the Council for the erection of class B8 storage and distribution warehousing and ancillary class B1 office space and associated access (outline with all matters reserved apart from means of access) on the Land and known to the Council by reference number 2017/0599

“the 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 Town and Country Planning Act 1990 and “Commence Development” is to be construed accordingly

“the Development” means the development of the Land in accordance with the Planning Permission

“the Biodiversity Contribution” means the sum of £25,000 (twenty five thousand pounds) to be applied towards the provision and/or improvement (including maintenance costs thereafter) of biodiversity habitats within one kilometre of the boundary of the Land or if no such provision or improvement within one kilometre is reasonably capable of being secured within three years of the date of payment within three kilometres of the boundary of the Land

“Index” means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any

successor organisation or if that Price Index ceases to exist such index as the Council reasonably nominates

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

"the Land" means the freehold land described in the First Schedule hereto against which this Agreement may be enforced.

"the Plan" means the plan annexed hereto

"the Planning Permission" means a planning permission to be granted pursuant to the Application

CONSTRUCTION OF THIS DEED

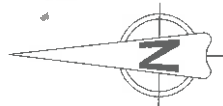
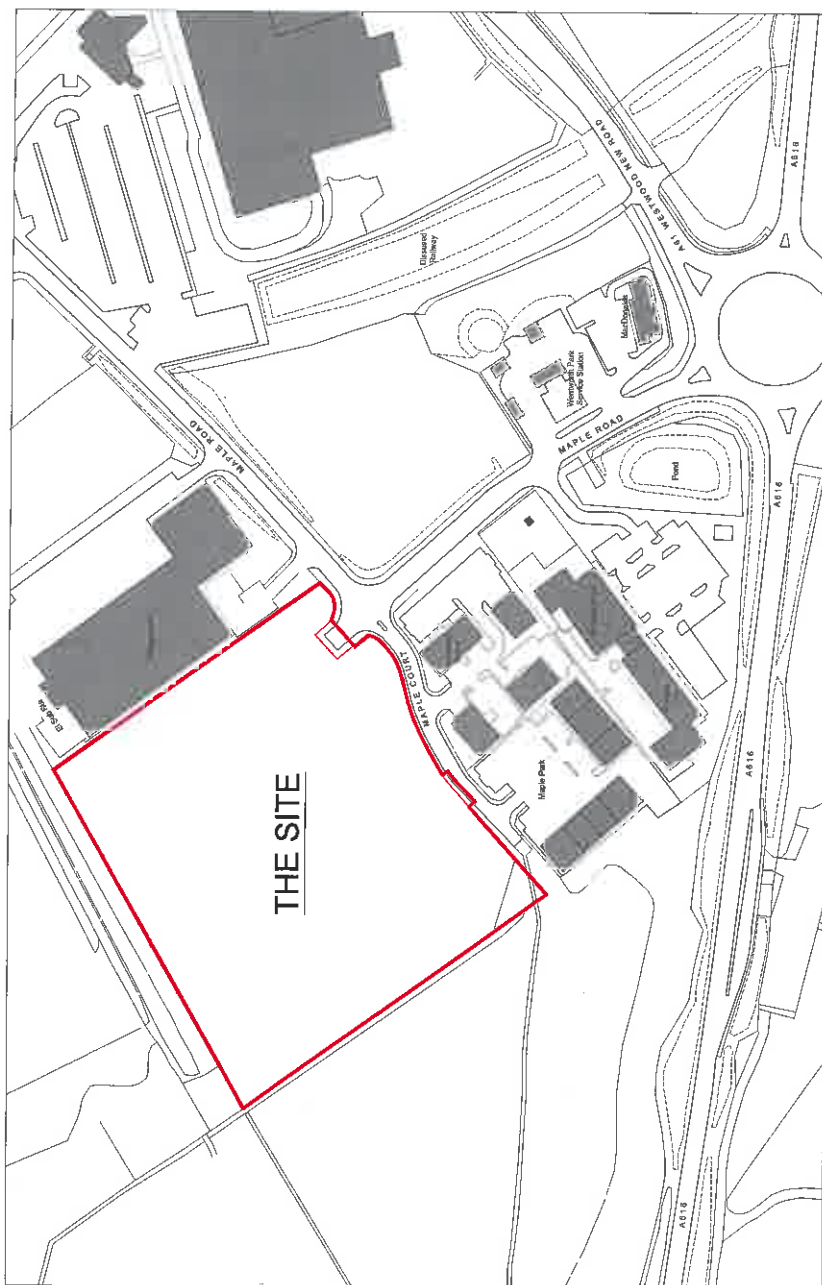
2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

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

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.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

NOTES:
 1. This plan is a preliminary plan and is not to be used for construction purposes.
 2. The plan is based on the information provided by the client and is not to be used for construction purposes.
 3. The plan is not to be used for construction purposes.
 4. The plan is not to be used for construction purposes.
 5. The plan is not to be used for construction purposes.



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Company Shop /
 Rula Developments Ltd

Project
 Proposed Development
 Maple Road
 Tankersley
 South Yorkshire

SITE LOCATION PLAN

scale	1:1250 @ A1	drawn	gpm
checked	gpm	date	13.06.17

no
 \$6157 - 036
 PLANNING

Approved South
of
Maple Road

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.

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

LEGAL BASIS

3 This Agreement is made pursuant to section 106 of the Town and Country Planning Act 1990 section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers and is a planning obligation for the purposes of and as defined in the said Section 106 and the covenants restrictions and requirements imposed on the Owner herein are enforceable by the Council as the local planning authority against the Owner

COMMENCEMENT

4 The provisions of this Deed shall have immediate effect upon the completion of this Deed other than the obligations in Clause 5 and 6 which shall have effect upon the Commencement of Development

OWNER COVENANTS

5 The Owner covenants with the Council as set out in the Second Schedule

COUNCIL'S COVENANTS

6 The Council covenants with the Owner as set out in the Third Schedule

MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed the sum of £1,000 (on which no VAT shall be payable) in respect of the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or by the Council from the Owner under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and Building Control and any notices shall be deemed to have been properly served if sent by recorded delivery or special delivery to the principal address or registered office (as appropriate) of the relevant party.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon receipt of a written request by the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.6 Insofar as any clause or clauses of this Deed 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 Deed.

7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its

entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.8 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.

7.9 No waiver (whether expressed or implied) by any party to this Deed 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 that party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7.10 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed and the provisions in this Deed shall not be binding on the Mortgagee (or any receiver (including an administrative receiver) appointed by the Mortgagee or any other person appointed under the Legal Charge or any other security documentation to enable the Mortgagee to realise its security or any administrator (howsoever appointed) (each a "Receiver") of the whole or any part of the Land or any persons or bodies deriving title through the Mortgagee or Receiver unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

INDEXATION

8 Any sum payable under this deed by the Owner remaining unpaid six months following the date hereof 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.

INTEREST

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

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

FIRST SCHEDULE

All the land at Maple Road, Wentworth Industrial Estate, Tankersley, S75 3DL (Barnsley) for the purpose of identification shown edged red on the Plan and registered under Land Registry Title Number SYK483183

SECOND SCHEDULE

The Owner covenants to pay the Biodiversity Contribution to the Council upon Commencement of Development

THIRD SCHEDULE

The Council covenants with the Owner as follows:

Discharge of obligation

1. At the written request of the Owner the Council shall promptly provide written confirmation of the discharge of the obligation contained in Schedule 2 to this Deed when the obligation has been satisfied.

Biodiversity Contribution

2. To issue a receipt on written request for the Biodiversity Contribution after the Biodiversity Contribution has been received.
3. Upon receipt of the Biodiversity Contribution, to place the Biodiversity Contribution in an appropriate Council account or in separate accounts as the Council shall in its discretion decide.
4. To apply the Biodiversity Contribution for the purposes set out in this Deed and not to apply the Biodiversity Contribution for any other purposes and the Council shall upon written request provide evidence that the monies have been so applied. The Council shall provide details of how and where the Biodiversity Contribution has been spent to allow the Owner to share this information with the local community.

5. That in the event the Biodiversity Contribution or any part or parts thereof is not expended or committed for expenditure within five years of the date of payment then the sum or sums not expended plus any interest accrued will be repaid to the person who paid the sum or sums or its nominee.

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

~~Executive Director Core Services/~~

~~Director of Legal Services/~~

Authorised Signatory

PAB 26/9/17 Min 52



SIGNED as a DEED by COMPANY SHOP)

LIMITED by a director and a director)

or secretary)

M. M. M. M.) Director
J. J. J. J.) Director/~~Secretary~~

EXECUTED AS A DEED by)

LLOYDS BANK PLC)

acting by its attorney)

Ember Asquith

~~in the presence of:~~)

as attorney for **Lloyds Bank**

~~PLC~~

Witness's signature: *P. Lion*

Name (print): JANINE PIERCE

Occupation: BANK MANAGER

Address: 2ND FLOOR, LISBON HOUSE, 116 WELLINGTON STREET, LEEDS, LS1 4LT