

DATED 25th January 2012/3

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

D J ATKINSON CONSTRUCTION LIMITED

and

NATIONAL WESTMINSTER BANK PLC

and

THE GUINNESS PARTNERSHIP LIMITED

A G R E E M E N T

under Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 relating to highway improvements at Oak Close, Hoyland, Barnsley, South Yorkshire

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

THIS AGREEMENT is made the 25th day of January Two thousand and ~~twelve~~ ^{thirteen}

BETWEEN

1. **BARNSELY METROPOLITAN BOROUGH COUNCIL** of the Town Hall
Barnsley South Yorkshire S70 2TA ("the Council")
2. **D J ATKINSON CONSTRUCTION LIMITED** (Company Registration
Number 03764106) whose registered office is situate at 123 North Wingfield
Road, Grassmoor, Chesterfield S42 5EB ("the Company") and
3. **NATIONAL WESTMINSTER BANK PLC** (Company Registration Number
00929027) 135 Bishopgate London EC2M 3UR ("the Surety")
4. **THE GUINNESS PARTNERSHIP LIMITED** ^{INDUSTRIAL PARTNERSHIP SOCIETY} (Company Registration Number
31693R) 17 Mendy Street, High Wycombe, Buckinghamshire HP11 2NZ ("the
Leaseholder")

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions in this Agreement the following words shall have the following meanings:-

"the Act" means the Highways Act 1980 as amended by the New Roads and Street Works Act 1991

"the Leaseholder" and "the Company" includes their respective successors in title

"the Lease" means the lease dated the 6th January 2006 between the Council and the Leaseholder being a lease of the Site

"the Site" means the land situate off Oak Close, Hoyland, Barnsley

* whose address for service is

"the Development" means the residential development at the Site for which planning permission has been granted under reference 2010/0793 dated 23rd September 2012

"the Highway" means the highways called Oak Close and Springwood Road at Hoyland, Barnsley

"the Drawings" means drawing nos. P-DER-720-01C; P-DER-720-02A; P-DER-720-03A and P-DER-720-04 attached hereto

"the Works" means the works described generally in the Schedule hereto and indicated in outline on the Drawings and includes any amended or additional works as provided for herein

"the Highways Officer" means the Assistant Director - Environmental Services for the time being of the Council and includes any professional officer appointed by him for the purpose of the supervision or inspection of the Works

"the Supervision Fee" means the sum of £3,606.00 (three thousand six hundred and six pounds) being the fees which are estimated will be incurred by the Council in checking and approving the drawings and construction quality checking

"the Certificate of Completion" means the certificate to be issued by the Highways Officer upon the satisfactory completion of the Works

"the Maintenance Period" means a period of twelve calendar months from the date of the issue of the Certificate of Completion

"the Conditions of Contract" means the Institution of Civil Engineers - Conditions of Contract (etc) with such additions or amendments thereto as may be approved by the Highways Officer

"the Specification" means the Specification for Highway Works published by HMSO with all amendments up to the date hereof

Clause headings are for ease of reference only and shall not form part of this Agreement for the purposes of its construction or interpretation

"Traffic Regulation Orders" means any temporary or permanent order required to commence or carry out the construction of the Works pursuant to the Road Traffic Regulation Act 1984 including any amendment required to an existing order.

1.2 Interpretation

In this agreement:-

1.2.1 A person includes a natural person corporate or unincorporated body.

1.2.2 A reference to a company shall include any company corporation or other body corporate whether and however incorporated or established.

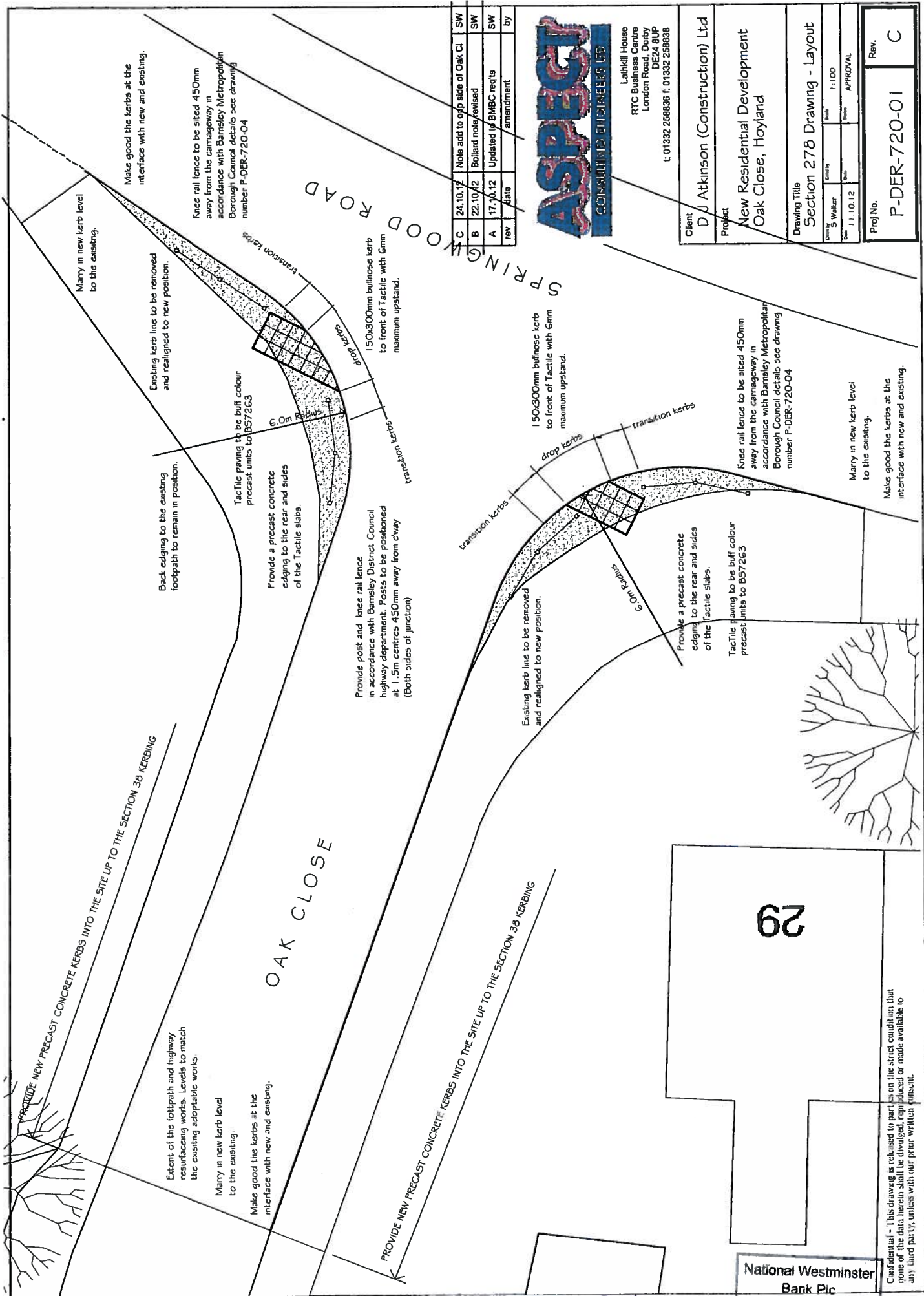
1.2.3 Unless the context otherwise require words in the singular shall include the plural and the plural shall include the singular

1.2.4 Unless the context otherwise require a reference to one gender shall include a reference to the other genders.

1.2.5 A reference to a statute or statutory provision is a reference to it as it is enforced of the date of this agreement.

1.2.6 A reference to a statute or statutory provision should include any subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.2.7 An obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.



rev	date	amendment	by
C	24.10.12	Note add to gip side of Oak Cl	SW
B	22.10.12	Bollard note revised	SW
A	17.10.12	Updated to BMBC reqts	SW






Lathkill House
 RTC Business Centre
 London Road, Derby
 DE24 8UP
 t: 01332 258838 f: 01332 258838

Client	D J Atkinson (Construction) Ltd
Project	New Residential Development Oak Close, Hoyland
Drawing Title	Section 278 Drawing - Layout
Drawn by	S Walker
Check by	
Date	11.10.12
Scale	1:100
Sheet	APPROVAL
Proj No.	P-DER-720-01
Rev.	C

29

National Westminster
 Bank Plc
 Manchester Trade
 Services Centre

Confidential - This drawing is released to parties on the strict condition that none of the data herein shall be divulged, reproduced or made available to any third party, unless with our prior written consent.

-  indicates extent of road resurfacing work to the new junction
-  indicates extent of footpath resurfacing following junction realignment
-  indicates new footpath following formation of the new bellmouth to Oak Close.

SPRINGWOOD ROAD

27

29

Existing road to be planned to the entrelene and resurfaced to avoid small sections of reinstatement.

Surface Course 80mm thick
0/10mm CG Surface Course 125 Pen H/Stone to BS 4987-1: Clause 7.4
Note: Limestone and blast furnace slag aggregates are not allowed in carriageway surface courses.
Binder Course 50mm thick
0/20mm DBM 125 Pen Binder Course H/Stone to BS 4987-1: Clause 6.5

Notes

1. Limestone and blast furnace slag aggregates are not allowed in the carriageway binder course.
2. Coated gnt will be required on all binder courses unless laid concurrently with the surface layer to BS 4987-1: Clause 7.9

Hot bituminous materials shall be laid and compacted in accordance British with the requirements and recommendations for laying in BS 4987: Standard for Part 2 or BS 594: Part 2, as appropriate. Where there is no British Asphalt Standard for the particular material, it shall be laid in accordance Materials with the requirements and recommendations of BS 594: Part 2, subject also to the requirements of Clause 901 Sub Clauses 6 to 31 of The Specification For Highway Works, and South Yorkshire Laboratory Specification For The Supply of Materials For Use in Highway Works.

All materials shall be placed and spread evenly. Spreading
All material shall be spread using a paving machine or a spreader

Construction of Footpaths:-

Wearing course, 25mm thick 0/6mm DBM 190
Pen Surface Course limestone to BS 4987-1:
Clause 7.5

Binder course, 55mm thick 0/20 DBM 190 Pen
Surface Course limestone to BS 4987-1: Clause 6.5

Sub-base, 150mm thick Type 1 Sub-base to comply with the Specification for Highway Works Clause 803, must be free from extraneous matter, weeds must be removed and subgrade sprayed with total weedkiller

The use of a single drum roller will NOT be permitted

Visibility splay to new junction alignment proposed manchester bollards and knee rails not to exceed 600mm in height for entire length. (To be confirmed)

No section of road or footpath to exceed a gradient of 1 in 2

A	17.10.12	Updated to BMBC req'ts	SW
rev	date	amendment	by
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Drawn by S Walker	Checked by	Scale 1:200	
Date 11.10.12	Date	Status APPROVAL	
Proj No. P-DER-720-02		Rev. A	

1. Do not scale this drawing. If in doubt ask.
2. This drawing is to be read in conjunction with all relevant Architects, Engineers and Specialist drawings and specifications.
3. All dimensions are in millimetres unless noted otherwise. All levels are in metres unless noted otherwise.
4. Any discrepancies noted on site are to be reported to the Engineer immediately.

Client
D J Atkinson (Construction) Ltd

Project
New Residential Development
Oak Close, Moyland

Drawing Title
Section 278 Drawing - Surfacing

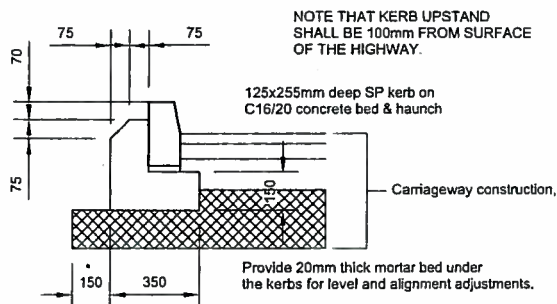
ASPECT
CONSULTING ENGINEERS LTD
LORD KILL ROAD
RTC Business Centre
London Road, Derby
DE24 8UP
t: 01332 258836 f: 01332 258838

National Westminster
Bank Plc
Manchester Trade
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Concrete kerbs are to be laid to correct line and level on a Laying Kerbs prepared bed of concrete kerb race, 150mm minimum thickness unless otherwise directed by The Engineer. The concrete is to be carried up the back of the kerbs to within 100mm of the top face for a width of 150mm to form a haunch. Joints between kerbs should not exceed 2mm in width. Joints Where joints are wider than 2mm, or where kerbs have been cut, joints are to be filled with cement mortar and the face of the joint pointed.

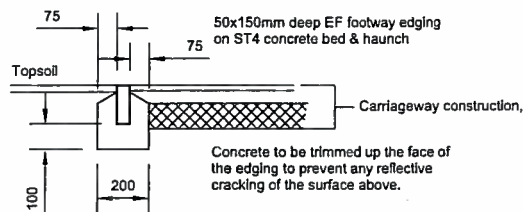
For all curves up to 12 metre radius, circular kerbs are to be used Radii and laid true to radius. Curves between 12 metres and 20 metres radius, are to be formed using 450mm straights. Curves in excess of 20m radius are to be formed using full length straight kerbs.

All kerbs, channels and edgings must be hydraulically pressed precast concrete to BS. 7263 and South Yorkshire Laboratory Specification No. 11.

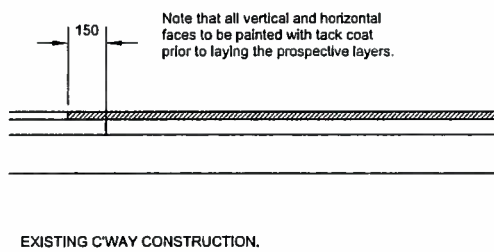


TYPICAL KERB DETAIL

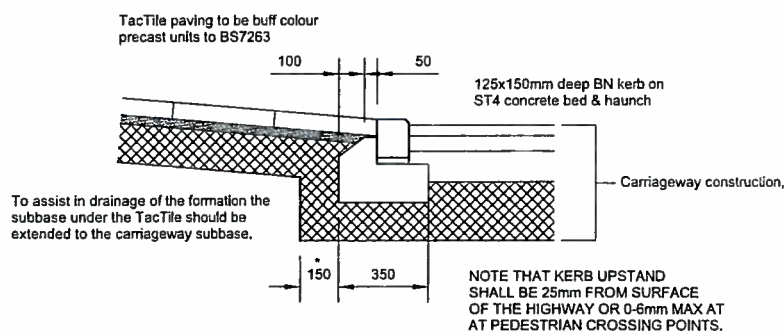
* Minimum distance to grading of subgrade.



TYPICAL FOOTWAY EDGING DETAIL



CARRIAGEWAY TIE DETAIL & SPECIFICATION.



TYPICAL DROP KERB DETAIL

* Minimum distance to grading of subgrade.

A	17.10.12	Updated to BMBC req's	SW
rev	date	amendment	by
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Drawn by S Walker	Check by	Scale 1:20	
Date 11.10.12	Drawn	Issue APPROVAL	
Proj No. P-DER-720-03	Rev. A		

1. Do not scale this drawing. If in doubt ask.
2. This drawing is to be read in conjunction with all relevant Architects, Engineers and Specialist drawings and specifications.
3. All dimensions are in millimetres unless noted otherwise. All levels are in metres unless noted otherwise.
4. Any discrepancies noted on site are to be reported to the Engineer immediately.

Client
D J Atkinson (Construction) Ltd

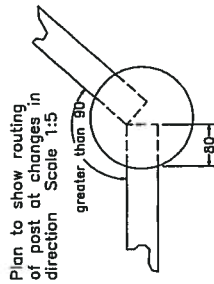
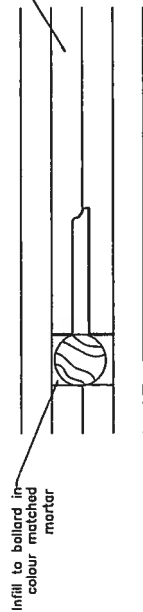
Project
New Residential Development
Oak Close, Hoyland

Drawing Title
Section 278 Drawing - Details

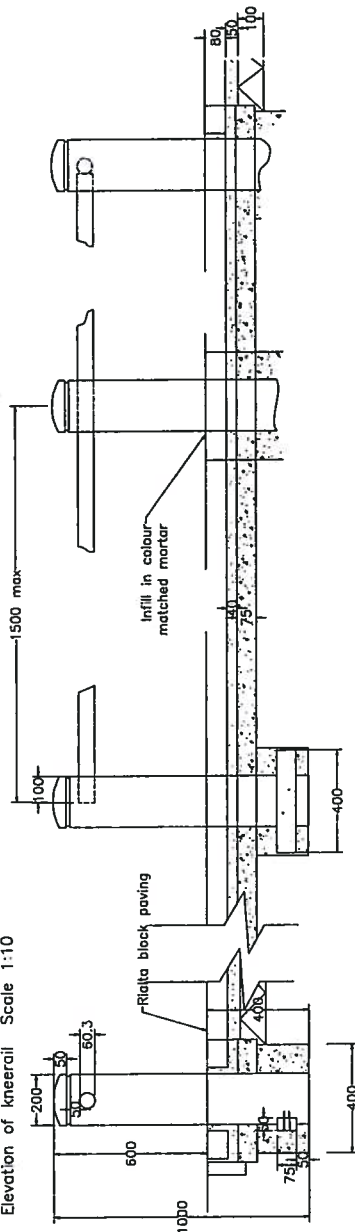
ASPECT
CONSULTING ENGINEERS LTD
RTG Business Centre
London Road, Derby
DE24 8UP
t: 01332 258836 f: 01332 258838

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Manchester Trade
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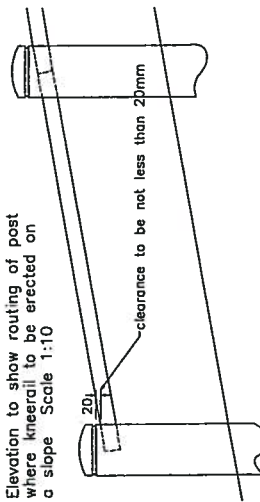
Plan view of kneerail in paving Scale 1:10



Elevation of kneerail Scale 1:10



Elevation to show routing of post where kneerail to be erected on a slope Scale 1:10



Posts to be 1000 x 200mm dia machined round posts, with low domed top and routed groove 10mm wide, 5mm deep.
 Posts at max 1.5m centres, set in concrete C20P dimensioned as shown.
 Timber posts to be pressure treated with preservative containing a brown stain.
 Post foot to be 50 x 75 x 400mm pressure-treated sawn timber fixed with 2no 75mm galvanised nails as shown.
 Rails to be 60.3mm outside dia 4mm thick mild steel tubing galvanised to BS 729. Surface to be degreased, rinsed, 1-washed and rinsed and painted with 1no coat zinc phosphate primer, 1no coat alkyl undercoat, colour as manufacturer's recommendation, 2no coats alkyl high gloss finish coat. Colour to be green BS 4800 14C39 (e.g. Macphersons Alumbro).
 Rails to be 7.5m long except where shorter lengths are required or shown.
 Rails to be in centre of post. Joints at changes in direction to be cement-sand mortar and C20P concrete foundation, haunched in mortar.

All measurements in millimetres unless otherwise stated

REV	DATE	AMENDMENT	BY
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The College Business Centre
 Uttoxeter New Road
 Derby
 DE22 3WZ
 t: 01332 869361/2 f: 01332 869365

Client D J Atkinson (Construction) Ltd	
Project New Residential Development Oak Close, Hoyalnd	
Drawing Title Knee Rail Fence Detail	
Drawn by S Walker	Check by Date 1.1.10.12
Scale 1:20	Approval Date
Proj No. P-DER-720-04	
Rev.	

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1.2.8 Any phrase introduced by the term including, include, in particular or any similar expressions should be construed as illustrative and shall not limit the sense of the words proceeding those terms.

1.2.9 Whenever the Council or the Highway's Officer are to give consent or approval to the Company or the Leaseholder pursuant to the terms of this agreement the Council or the Highways Officer as the case may be shall not unreasonably withhold or delay such consent or approval.

2. RECITALS

WHEREAS

2.1 The Council is the Highway Authority for the purposes of the Act

2.2 The Company has the benefit of planning permission for the development of the Site and the Council and the Company are desirous that the Works shall be carried out to facilitate the Development

2.3 The Works are wholly required to improve access to the Site to a standard required for traffic safety and thus facilitate the Development and the Company will derive a special benefit if the Works are executed and the Surety has agreed to join in this Agreement to guarantee the obligations of the Company hereinafter contained and to be bound in the manner hereinafter appearing

2.4 The Company has agreed to execute or procure the execution of the Works as agent for and on behalf of the Council

2.5 The Surety has agreed to join in this Agreement to guarantee the obligations of the Company hereinafter contained and to be bound in the manner hereinafter appearing

2.6 This Agreement is made pursuant to Section 278 of the Act and Section 111 of the Local Government Act 1972 and the Council is satisfied that it will be of benefit to the public

2.7 Nothing herein contained shall operate to restrict or prejudice the powers duties and rights of the Council under the Act 1980 and the New Roads and Street Works Act 1991

2.8 The Leaseholder is in control and in possession of the Site and the Council is the owner of the reversion expectant upon the determination of the Lease and is the owner of the freeholder of the site and the Leaseholder has agreed to enter into this agreement for the purpose of procuring that the company carries out its obligations under this agreement.

2.9 The Leaseholder has contracted with the Company to carry out (inter alia) the works as part of the development of the Site.

3. COVENANTS BY THE COMPANY

3.1. Execution of the works

At the request of the Leaseholder the Company shall at its own expense for the purpose of carrying out the Works:-

- (a) carry out surveys as required by the Highways Officer of the Highway and the Site
- (b) carry out site investigation works
- (c) appoint a designer approved by the Highways Officer to design a scheme for the Works (including all necessary drawings and documents to be approved by the Council) ("the Approved Documents")

- (d) appoint a contractor approved by the Highways Officer for the construction of the Works in accordance with a form of contract which shall be approved by the Highways Officer ("**the Contract**")
- (e) procure the provision in writing of a programme and timetable for the Works which shall be submitted to and approved by the Highways Officer prior to the commencement of the Works or any part thereof ("**the Approved Programme**")
- (f) upon the request of the Highways Officer procure the provision of a written programme and timetable for any temporary traffic arrangements or any other measures which may be necessary or required in connection with the carrying out of the Works which shall be submitted to and approved by the Highways Officer prior to the commencement of the Works or any part thereof and shall comply with any further requests of the Highways Officer at any time during the carrying out of the Works
- (g) procure that the Works are carried out at its own expense in a good and workmanlike manner with proper and suitable materials to the reasonable satisfaction of the Highways Officer in accordance with the Specification and the Approved Documents and once commenced to proceed diligently with the Works and to use reasonable endeavours to complete the Works in accordance with the Approved Programme or within a period of three years from the date of this Agreement whichever is the earlier

- (h) before the commencement of the Works take whatever steps are necessary to locate and identify any services apparatus and equipment of any utility company Local Authority or other body which is situated in on under or over the Highway or which may otherwise be affected by the Works and shall supply to the Highways Officer copies of all consultations which have been carried out copies of all consents and approvals obtained and details of any diversion or other works required to any services equipment or apparatus affected by the Works (**"Apparatus Works"**)
- (i) carry out and complete the Apparatus Works at its own expense and in the same manner as the Works
- (j) procure compliance with all conditions and requirements imposed by any utility company local authority or other body in respect of any services equipment or apparatus affected by the Works
- (k) give the Highways Officer free access to the Site as is reasonably necessary for the proper inspection of the Works
- (l) procure that the Works are undertaken pursuant to the Construction (Design and Management) Regulations 2007 (**"the CDM Regulations"**) and shall ensure that the health and safety file is maintained correctly and a copy is supplied to the Leaseholder and is available for the Council for inspection in accordance with the CDM Regulations
- (m) ensure the Works comply in every respect with the latest edition of Chapter 8 of the Traffic Signs Manual published by the Department of Transport

(n) at its own expense arrange for all materials and soils in connection with the Works to be tested by a UK Accreditation Service (NAMAS) accredited laboratory and shall submit the test results to the Highways Officer and meet the costs of any further testing required by the Highways Officer

3.2 In the event the Highways Officer determines that any variations to the Works are required the Highways Officer shall notify the Company as soon as reasonably practicable of any revised or additional works which may be necessary and the Company shall carry out and complete the revised or additional works at its own expense and in the same manner as the Works

3.4 The Company shall not assign its rights and obligations arising under this Agreement without the prior written consent of the Council the Leaseholder and the Surety (such consent not to be unreasonably withheld or delayed)

4. FEES AND COSTS

4.1 The Company has already paid to the Council a sum of £2,500.00 (two thousand five hundred pounds) as a contribution to the sum of the Supervision Fee (receipt of which is hereby acknowledged) and shall pay the remaining balance of £1,106.00 (one thousand one hundred and six pounds) to the Council upon completion of this Agreement

4.2 In the event the fees incurred by the Council exceed the Supervision Fee the Highways Officer shall provide a certified estimate of the sum of the increased fees and the Company shall pay the said sum of the increased fees to the Council within 28 days of receiving a written request therefor

4.3 The Company shall within 28 days of receipt of a written request pay to the Council a sum equal to the costs and fees incurred by the Council in the preparation and publication of any Traffic Regulation Orders required in connection with the Works

4.4 The Company shall upon completion of this Agreement pay to the Council the sum of £1,000.00 being the Council's legal fees for the preparation and completion of this Agreement

5. **CERTIFICATES**

5.1 The Council shall during such hours of working as may be agreed in advance with the Highways Officer permit the Leaseholder, the Company or its approved contractor (hereinbefore referred to) to enter upon the Highway for the purpose of carrying out the Works and all matters in connection with the Works

5.2 The Company may at any time when it believes the Works have been substantially completed notify the Highways Officer in writing whereupon the Highways Officer shall make arrangements to inspect the Works and the Highways Officer shall if the Works have been completed to his satisfaction issue the Certificate of Completion to the Company and the Leaseholder or the Highways Officer shall notify the Company of any outstanding items and the Company shall provide the Highways Officer with a program for their completion

5.3 The Company shall at its own expense maintain the Works throughout the Maintenance Period and shall make good any defects or damage arising or

occurring in the Works during that period to the satisfaction of the Highways Officer

- 5.4 After the expiration of the Maintenance Period and provided the Company has made good any defects or damage to the entire satisfaction of the Highways Officer and provided that all monies due to the Council hereunder have been paid the Highways Officer shall issue a further certificate ("the Final Certificate") and shall as soon as reasonably practicable thereafter release the Surety from its liability pursuant to Clause 8 hereof
- 5.5 For the avoidance of doubt the covenants on the part of the Company contained in clause 5 of this Agreement shall not be affected by the issue of the Final Certificate

6. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:-

- 6.1 That for the purpose of carrying out its obligations under this Agreement but for no other purpose whatsoever the Company will act as agent for and on behalf of the Council
- 6.2 The Company is to act as the only client in respect of the Works pursuant to the CDM Regulations
- 6.3 Any monies due to be paid under the provisions of this Agreement shall be paid within twenty one days of the due date or if not paid within that period shall bear interest at 3% above the Base Rate of Co-operative Bank Plc for the time being such interest being payable from the due date to the date of payment

6.4 Once executed the Contract shall be deemed incorporated in this Agreement insofar as it is applicable and does not conflict with the provisions herein

7. **COMPENSATION AND INDEMNITY**

- 7.1 The Company will on demand reimburse the Council with all expenditure it may properly incur in relation to any valid and proper claims made pursuant to the Noise Insulation Regulations 1975 or Part I of the Land Compensation Act 1973 arising from the use of the Highway as altered by the Works and the Roads constructed by the Works together with the reasonable legal costs and surveyor's fees incurred either by the Council or any third party whose costs the Council is legally obliged to pay in connection with the processing and settlement of any such claims provided that no such claim shall be settled without the Council first liaising with the Company as to the nature and quantum of such claim
- 7.2 The Company will indemnify and keep indemnified the Council against all costs actions proceedings claims demands damages and losses of whatever nature arising out of the non-observance non-performance or other breach of the Company's obligations under this Agreement and all claims demands damages and losses of whatever nature which may be suffered by the Council due to any reason connected with the carrying out of the Works
- 7.3 The Company shall insure or shall procure that the Contractor carrying out the Works shall insure against any damage loss or injury which may occur to any property or person arising by or out of the execution of the Works otherwise than due to any act or omission of the Council and such insurance shall be effected prior to the commencement of the Works with an insurer on

terms approved by the Council (such approval not to be unreasonably withheld or delayed) for at least the sum of £10,000,000 for each and every claim

7.4 The Company shall be responsible for :-

- (a) any costs that the Council may incur in entering into any agreements with a sewerage undertaker to allow connections of highway drains to public sewers ("the **Section 115 Agreement**") made pursuant or ancillary to the Works including any costs the sewerage undertaker may charge under the Section 115 Agreement for technical administrative supervisory or legal costs from time to time
- (b) notifying the sewerage undertaker of their intention to commence drainage connection works
- (c) carrying out any maintenance or remedial works required by the sewerage undertaker pursuant to the Section 115 Agreement
- (d) indemnifying the Council against all losses liabilities claims costs damages and expenses arising from any claim by a sewerage undertaker any person or competent authority arising from or ancillary to the connection of the highway drains to the public sewers

8. **DETERMINATION BY THE COUNCIL**

In the event the Company fails to perform or observe any of the covenants or obligations herein contained or if a receiving order in bankruptcy is made against the Company or if the Company is wound up or enters into a composition or arrangement (otherwise than for the purpose of amalgamation or reconstruction) the Council may without prejudice to any of its rights

claims or remedies against the Company for such non-performance or non-observance determine this Agreement by notice in writing to the Company sent to the address stated in this Agreement Subject always to the provisions of clauses 9 and 10 hereof

9. DEFAULT POWERS

Without prejudice to clauses 7 and 8 hereof if the Company fails to execute or complete the Works in accordance with the Company's obligations hereunder the Council shall be entitled to execute or complete the Works in default by its own employees contractors or otherwise and to recover from the Company the reasonable and proper costs incurred by the Council thereby as certified in writing by the Highways Officer Provided that this default power shall only be exercisable by the Council after at least twenty eight days notice of intention has been given in writing to the Company, to the Leaseholder and to the Surety and the Company, the Leaseholder or the Surety has not commenced action to remedy any breach non-observance or non-performance of the contract during that time

10. SURETY'S OBLIGATIONS

- 10.1 The Surety hereby covenants with the Council that if at any time the Company fails to observe or perform any of the covenants on the Company's part herein contained or if the circumstances shall arise which would entitle the Council to terminate this Agreement then without prejudice to any other rights and remedies of the Council against the Company under this Agreement or under statutory powers the Surety shall pay to the Council such sum or sums which become due under this Agreement and which the

Company would have been liable to pay under the terms hereof Provided that the total liability of the Surety under this clause shall not exceed the sum of £14,919.60 (fourteen thousand nine hundred and nineteen pounds and sixty pence) including interest and expenses

- 10.2 Any demand made on the Surety for payment of the sums due hereunder shall be served on the Surety in writing at their ~~registered office~~ ^{address for service} and such demand shall certify that the Company has failed to fulfil its obligations under this Agreement and that the sum demanded is accordingly due and payable and such demand shall be accepted by the Surety as conclusive evidence that the sum has been validly demanded under this Agreement and the Surety shall not be required to make any further enquiry about the validity of such demand.



- 10.3 The Surety shall not be discharged or released from its liability under this Agreement by any arrangement made between the Company and the Council or by any alteration in the Company's obligations or by any forbearance whether as to payment performance or otherwise) made with or without the assent of the Surety

11. **MUTUAL COVENANTS BY THE COMPANY AND THE COUNCIL**

- 11.1 If at any time prior to the commencement of the Works the Company (but only with the written consent of the Leaseholder) wishes to terminate this Agreement it may do so by giving notice to the Council accompanied with the written consent of the Surety and the Council shall give the Company an account of all abortive costs reasonably and properly incurred by the Council in respect of this Agreement Within 28 days from the date of that account if



that account shows that the payments made by the Company under the foregoing provisions of this Agreement have exceeded those costs the Council shall refund that excess and if that account shows that those costs exceed the payment made by the Company under the foregoing provisions of this Agreement the Company shall pay to the Council a sum equal to that excess

- 11.2 The Works shall be completed to the satisfaction of the Highways Officer prior to the occupation of any residential dwellings constructed on the Development

12. NOTICES

- 12.1 Any notice or demand required by this Agreement to be given or made shall be in writing and shall be given by being addressed to the parties named in this Agreement

13. BENEFITS

- 13.1 The land which is to be benefited by the Works is the land to which the planning application hereinbefore referred to relates
- 13.2 This Agreement will be of benefit to the public

14. ARBITRATION

The Company hereby further agrees with the Council in the event of any dispute or difference between the parties hereto arising as to the construction of this Agreement or any of the provisions hereof such dispute or difference shall be referred to the President for the time being of the Institution of Civil Engineers whose decision shall be final and binding on the parties hereto

Provided that nothing in this clause shall authorise the reference to arbitration

of any question as to whether the whole or any part of the Works has been carried out and completed to the satisfaction of the Highways Officer

EXECUTED by the parties hereto as a Deed the day and year first before written

THE SCHEDULE hereinbefore referred to

The Works

- (a) Provision on 6 metre radius at Oak Close/Springwood Road junction;
- (b) Provision of tactile crossings;
- (c) Provision of knee rail fence;
- (d) Kerbing to new radii at junction;
- (e) Resurfacing and reconstruction of the footways and carriageways;
- (f) Any matters ancillary to the above.

THE COMMON SEAL of Barnsley)

Metropolitan Borough Council was)

hereunto affixed in the presence of:-)



Borough Secretary / Authorised Signatory

No. 2605
IN REGISTER

THE COMMON SEAL of)

D J ATKINSON CONSTRUCTION)

LIMITED was hereunto affixed in the)

presence of:-)

Director

Director/Secretary





WITNESSED BY
[Illegible text]

National Westminster
Bank Plc
Manchester Trade
Services Centre

THE COMMON SEAL of NATIONAL)

WESTMINSTER BANK PLC was)

hereunto affixed in the presence of:-)

National Westminster
Bank Plc
Manchester Trade
Services Centre

Authorised Signatory

Signed as a deed by
[Signature]
as the attorney and on behalf
of National Westminster Bank plc

In the presence of:

[Signature]
Bank Official

The National Westminster Bank plc
Manchester Trade Services Centre
7th Floor, Hardman Boulevard
Manchester M3 3AQ

The Common seal of The Guinness Partnership

Limited was hereunto affixed in the presence of:-

[Signature]
Authorised signatory

[Signature]

Authorised signatory



National Westminster Bank Plc has executed this deed on condition that the deed shall not be taken to be delivered for the purposes of Section 46(2) of the Companies Act 2006 (As amended) until the deed has been formally dated by or on behalf of the National Westminster Bank plc. Once the last signatory to the deed has executed and dated the deed National Westminster Bank Plc will deem that date to be the formal date of the deed on behalf of National Westminster Bank Plc.