

DATED _____ **2026**

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

STRATA STERLING BARNSLEY WEST LIMITED

and

FPY NOMINEES 1 LIMITED

FPY NOMINEES 2 LIMITED

and

JOHN EDWARD BUTTERFIELD

ANDREW BUTTERFIELD

ROBERT JAMES BUTTERFIELD

and

JOHN EDWARD BUTTERFIELD

DIANE BUTTERFIELD

and

DAVID WARNER STOCKDALE


AMANDA JAYNE FLETCHER

DAVID JAMES MAYNEAS

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 in respect
of land south of Barugh Green Road and east of Higham Common Road,
Barnsley

Planning Application Ref: 2021/1090

 **SHAKESPEAREMARTINEAU**

File Ref: PAW 1321565.14

THIS AGREEMENT is made on

2026

BETWEEN

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Barnsley Town Hall Church Street Barnsley S70 9GG ("the Council");
- (2) **STRATA STERLING BARNSELY WEST LIMITED** (Company registration number 10609610) whose registered office is situated at Quay Point, Lakeside, Doncaster, United Kingdom, DN4 5PL ("the First Owners");
- (3) **FPY NOMINEES 1 LIMITED** (Company registration number 14394320) whose registered office address is at Denby Hall Barn, Denby Dale, Huddersfield, HD8 8YL and **FPY NOMINEES 2 LIMITED** (Company registered number 14394554) whose registered office address is at Denby Hall Barn, Denby Dale, Huddersfield, HD8 8YL ("the Second Owners");
- (4) **JOHN EDWARD BUTTERFIELD** of The Hollys Hermit House Farm Hermit Lane Barnsley S75 2RW and **ANDREW BUTTERFIELD** of The Hollys Hermit House Farm Hermit Lane Barnsley S75 2RW and **ROBERT JAMES BUTTERFIELD** of 28 Weaver Close Barnsley S75 1PY ("the Third Owners");
- (5) **JOHN EDWARD BUTTERFIELD** and **DIANE BUTTERFIELD** of Hermit Home Farm Hermit Lane Barnsley S75 2RW ("the Fourth Owners");
- (6) **DAVID WARNER STOCKDALE** and **AMANDA JAYNE FLETCHER** and **DAVID JAMES MAYNE** of Britannic House Regent Street Barnsley S70 2EQ as trustees of **THE GOTHARD TRUST** ("the Fifth Owners");

RECITALS

- A. The Council is the local planning authority, the local education authority and the local highway authority for the purposes of the Act for the area in which the Application Land is situated
- B. The First Owners are the freehold owner of the Green Land registered at the Land Registry with freehold title absolute under title numbers SYK709547
- C. The Second Owners are the freehold owner of the Yellow Land registered at the Land Registry with freehold title absolute under title number SYK516294

- D. The Third Owners are the freehold owners of the Purple Land registered at the Land Registry with freehold title absolute under title number and SYK518603
- E. The Fourth Owners are the freehold owner of the Blue Land registered at the Land Registry with freehold title absolute under title number SYK519303
- F. The Fifth Owners are the freehold owners of the Pink Land registered at the Land Registry with freehold title absolute under title number SYK629464
- G. The First Owner has the benefit of an option agreement over the Yellow Land dated 27 October 2017
- H. The First Owner has the benefit of an option agreement over the Purple Land dated 29 August 2018
- I. The First Owner has the benefit of an option agreement over the Blue Land dated 29 August 2018
- J. The First Owner has the benefit of an option agreement over the Pink Land dated 29 August 2018 2017
- K. The Application was submitted to the Council on 9 August 2021 and validated on 21 September 2021
- L. The Council resolved to grant planning permission for the Application on 25 June 2025 subject to completion of this Agreement
- M. The Owners have agreed to enter into this Agreement with the intent that their interests in the Obligation Land shall be subject to the covenants and obligations herein contained and with the intention that the covenants and obligations entered into by it should create planning obligations pursuant to Section 106 of the Act
- N. The Parties are satisfied that the planning obligations secured by this Agreement are necessary to make the Development acceptable in planning terms directly related to the Development and fairly and reasonably related in scale and kind to the Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- O. The obligations contained herein are conditional upon the provisions of clause 4.1 of this Agreement

NOW THIS AGREEMENT WITNESSES as follows: -

OPERATIVE PART

1. Definitions

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

- “Act”** means the Town and Country Planning Act 1990 as amended
- “Agreement”** means this deed of agreement
- “Application”** means the hybrid application for residential development for 1,560 dwellings comprising: a) Full planning permission for: earthworks to create development platforms; strategic drainage ponds/dry detention basins and associated drainage infrastructure; construction of a new link road; location of strategic landscaping and ecological areas; demolition of existing buildings; works to Hermit Lane; and erection of Phase 1(a) residential development comprising 216 dwellings, b) Outline planning permission for: Residential development comprising up to 1,344 dwellings; new primary school; small shops and community facilities; and associated infrastructure works, submitted to the Council and allocated reference number 2021/1090
- “Application Land”** means the land subject to the Application as shown edged red on Plan 1
- “Blue Land”** means the land shown coloured blue on Plan 1
- “Commencement of Development”** means the date on which the Development is begun by the carrying out on the Obligation Land (or where context admits a Phase) pursuant to

the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Agreement the term “material operation” shall not include any operations undertaken in connection with or associated with demolition, site clearance, earthworks, cut and fill operations, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor’s work compound, erection of a site office, erection of site access, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and “**Commence Development**” shall be construed accordingly

“**Development**” means the development of the Application Land pursuant to the Planning Permission

“**Dwellings**” means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and “**Dwelling**” shall be construed accordingly

“**Green Land**” means the land shown coloured green on Plan 1

“**Index**” means either:

- (a) the BCIS and Building Cost Inflation Service All in Tender Price Index or (during any period where no such index exists) the index which replaces the same or is the nearest equivalent; or

(b) (where it is expressly stated in this Agreement that a sum is to be Index Linked in line with RPI) the Retail Prices Index or (during any period where no such index exists) the index which replaces the same or is the nearest equivalent

“Index Linked”

means any financial contributions payable by the Owners pursuant to this Agreement shall be increased by an amount equivalent to the increase in the Index published as at the date of this Agreement and the most recent Index published prior to the date on which payment falls due

“Interest”

means interest at 4% above the base lending rate of Barclays Bank Plc from time to time

“Key Plan”

means the plan with drawing reference 3062-100-P-001 Rev B annexed to this Agreement at the First Schedule

“New Homes Build Warranty”

means a new homes build warranty provided by the National House Building Council (NHBC) or an alternative warranty provider;

“NPPF”

means National Planning Policy Framework published by The Ministry of Housing Communities and Local Government in December 2024 or any such replacement Framework

“Obligation Land”

means the land against which the obligations in this Agreement can be enforced comprising the Green Land the Yellow Land the Purple Land the Blue Land and the Pink Land

“Occupation”	means occupation of the Obligation Land for the purposes permitted by the Planning Permission but for the purposes of this Agreement only not including occupation by personnel engaged in construction fitting out or decoration marketing display or security operations and “Occupy” and “Occupied” shall be construed accordingly
“Open Market Dwelling”	means a dwelling to be erected on the Obligation Land other than an Affordable Housing Unit constructed pursuant to the Planning Permission and “Open Market Dwellings” shall be construed accordingly
“Outline Residential Phases”	means Phases R2, R3, R4, R5, R6 and R7 and “Outline Residential Phase” shall be construed accordingly
“Owners”	means the First Owners the Second Owners and the Third Owners and the Fourth Owners and the Fifth Owners and “Owner” shall be construed as applying to them each individually as the case may be
“Parties”	means one or all or any combination of the parties to this Agreement
“Phase”	means a phase of the Development as defined on the Phasing Plan
“Phase Owner”	means the owner of a particular Phase
“Phasing Plan”	means the plan entitled Phasing Parcel Plan BWM BBA ZZ XX DR A 1005 S2 P04 attached to this Agreement at the First Schedule or any subsequent variation thereto
“Pink Land”	means the land shown coloured pink on Plan 1

- “Plan 1”** means the plan attached to this Agreement at the First Schedule
- “Planning Obligation(s)”** means the covenants contained within clause 5.1 and paragraph 2 of the Second Schedule paragraph 2 of the Third Schedule paragraph 2 of the Fourth Schedule paragraph 2 of the Fifth Schedule and paragraph 2 of the Sixth Schedule
- “Planning Permission”** means the planning permission for the Development to be granted by the Council pursuant to the Application
- “Practical Completion”** means:
- (a) in the case of Dwellings the issue of the New Homes Build Warranty; and
 - (b) in the case of any other works required to be undertaken pursuant to this Agreement the proper issue of 1 (one) or more certificate(s) of practical completion of such works carried out pursuant to this Agreement or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term **“Practically Complete”** shall be construed accordingly
- “Purple Land”** means the land shown coloured purple on Plan 1
- “Reserved Matters Application”** means an application for approval of reserved matters pursuant to the Planning Permission in respect of any Phase in which Dwellings are to be constructed

“Residential Phases”	means Phases R1, R2, R3, R4, R5, R6 and R7 and “Residential Phase” shall be construed accordingly
“VAT”	value added tax chargeable under the Value Added Tax Act 1994
“Working Day”	means any day excluding Saturday, Sunday or a bank holiday in England and the expression “Working Days” shall be construed accordingly
“Yellow Land”	means the land shown coloured yellow on Plan 1

2. Construction of this Agreement

- 2.1 Where in this Agreement 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 Agreement
- 2.2 In the event of any conflict between the provisions of this Agreement and any document annexed hereto as referred to herein the terms and conditions of this Agreement will prevail
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.4 Words of the masculine gender include the feminine and neuter genders
- 2.5 Covenants made in this Agreement if made by more than one person are made jointly and severally and are to the intent that they shall bind successors in title to the relevant part of the Obligation Land
- 2.6 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation firm or other legal entity
- 2.7 Any reference to an Act of Parliament shall include any modification, extension, replacement, 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

- 2.8 References to the Council the First Owners the Second Owners the Third Owners the Fourth Owners the Fifth Owners or to any other Party to this Agreement shall include their successors in title and assigns and to any person deriving title through or under or (in respect of the Council) the successors to their respective statutory functions
- 2.9 The headings and contents list are for reference only and shall not affect construction
- 2.10 Any covenant or obligation by any Party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done

3. Legal Basis

- 3.1 The Agreement is made pursuant to Section 106 of the Act and the covenants and obligations in this Agreement are planning obligations for the purposes of Section 106 of the Act so as to bind the Obligation Land and each and every part thereof and are enforceable by the Council as the local planning authority against the Owners their successors in title and assigns
- 3.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto
- 3.3 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory functions
- 3.4 In the event that:
- 3.4.1 the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 or 73A of the Act (or any re-enactment thereof) in respect of the conditions in the Planning Permission; and
- 3.4.2 the Council and the Owners shall agree such in writing by exchange of correspondence,

references in this Agreement to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly.

4. Commencement

4.1 With the exception of clauses 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 (which take effect immediately), clause 5.1 in so far as it applies to paragraph 2.3.1 of the Second Schedule paragraph 2.1 of the Third Schedule paragraph 2 of the Fifth Schedule paragraphs 2.2 and 2.3 of the Sixth Schedule and clause 6.1 in so far as it applies to paragraph 3.2 of the Second Schedule and paragraph 3 of the Fifth Schedule only (which take effect prior to the Commencement of Development), this Agreement is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

5. Covenants by the Owners

5.1 The Owners covenant with the Council to comply with the obligations contained within paragraph 2 of the Second Schedule paragraph 2 of the Third Schedule paragraph 2 of the Fourth Schedule paragraph 2 of the Fifth Schedule and paragraph 2 of the Sixth Schedule

6. The Council's Covenants

6.1 The Council covenants with the Owners to comply with the obligations contained within paragraph 3 of the Second Schedule paragraph 3 of the Fourth Schedule and paragraph 3 of the Fifth Schedule

7. Miscellaneous

7.1 Unless expressly stated no provisions of this Agreement confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999

7.2 This Agreement shall be registrable as a local land charge by the Council

7.3 Where the agreement, approval, consent or expression of satisfaction is required by the Parties under the terms of this Agreement such agreement, approval,

consent or expression of satisfaction shall not be unreasonably withheld or delayed

- 7.4 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall on written request from the Owners effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.5 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 7.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Obligation Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
- 7.8 Nothing contained or implied in this Agreement shall fetter, prejudice or otherwise affect the rights, discretions, powers, duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Council were not a party to this Agreement

8. Enforceability and Liability

- 8.1 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Obligation Land or that part of the Obligation Land in which the breach

occurs but without prejudice to liability for any antecedent or subsisting breach arising prior to parting with such interest

- 8.2 With the exception of the Planning Obligations contained in the Sixth Schedule (Affordable Housing) this Agreement shall not be enforceable against owners occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them
- 8.3 This Agreement shall not be enforceable against a statutory undertaker who acquires any part of the Obligation Land or any interest in it for the purposes of the supply of electricity gas water drainage heat or telecommunication services is not to be treated as a person deriving title from the Owners for the purposes of Section 106 (3) of the Act
- 8.4 This Agreement shall not be enforceable against any subsequent chargee of the Owners unless and until they become a chargee in possession at which point they shall be liable for any breach of this Agreement caused or subsisting whilst they are a chargee in possession but shall otherwise not be liable under this Agreement but for the avoidance of doubt any successor thereto shall be so liable
- 8.5 Any liability of the Second Owners arising out of this Agreement or matters connected with it shall be limited to the value of the trust fund or estate of the S W Fraser (1992) Settlement in their possession from time to time.
- 8.6 Any liability of the Fifth Owners arising out of this Agreement or matters connected with it shall be limited to the value of the trust fund or estate of The Gothard Trust in their possession from time to time.
- 8.7 In the event that there is a breach of the terms of this Agreement in respect of a Phase the Council shall use all reasonable endeavours to enforce the breach of this Agreement against the Phase Owner of the Phase in which the breach occurs prior to enforcing the breach against any other Owner

9. Waiver

- 9.1 No waiver (whether expressed or implied) by the Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall

prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10. Change in Ownership

10.1 The Owners agree to give the Council immediate written notice of any change in ownership of any of their interests in the Obligation Land other than the sale of individual Dwellings occurring before all the obligations under this Agreement has been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Obligation Land purchased by reference to a plan

11. Notices

11.1 Any notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post

11.2 The address for service of any such notice, consent or approval as aforesaid shall be:

- (i) in the case of service upon the Council addressed to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2021/1090 or such other address for service as shall have been previously notified by the Council to the Owners; and
- (ii) in the case of the Owners to the addresses contained herein or such other address for service as shall have been previously notified by the Owners to the Council

11.3 A notice, consent or approval required or authorised to be given under this Agreement shall be deemed to be served as follows:

- (i) if personally served at the time of delivery and if posted at the time when it would be received in the ordinary course of business
- (ii) to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal

authority in a pre-paid first class recorded delivery envelope at 9.00am on the second Working Day after posting

12. Dispute Resolution

- 12.1 In the event of any dispute or difference arising between the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) 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 to the dispute or difference 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 to the dispute or difference in equal shares
- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor of not less than fifteen years post qualification experience to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares
- 12.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation
- 12.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will

be entitled to make a counter written submission within a further ten Working Days

- 12.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief

13. Interest

- 13.1 If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment

14. VAT

- 14.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable

15. Jurisdiction

- 15.1 This Agreement is governed by and interpreted in accordance with the laws of England

16. Delivery

- 16.1 The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

17. Costs

- 17.1 The First Owner shall pay to the Council on execution of this Agreement their reasonable legal costs and disbursements incurred in the negotiation, preparation and execution of this Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed on the day and year first before written

THE FIRST SCHEDULE

Plan 1

Draft






Barnsley West | S106 Agreement Plan - V2

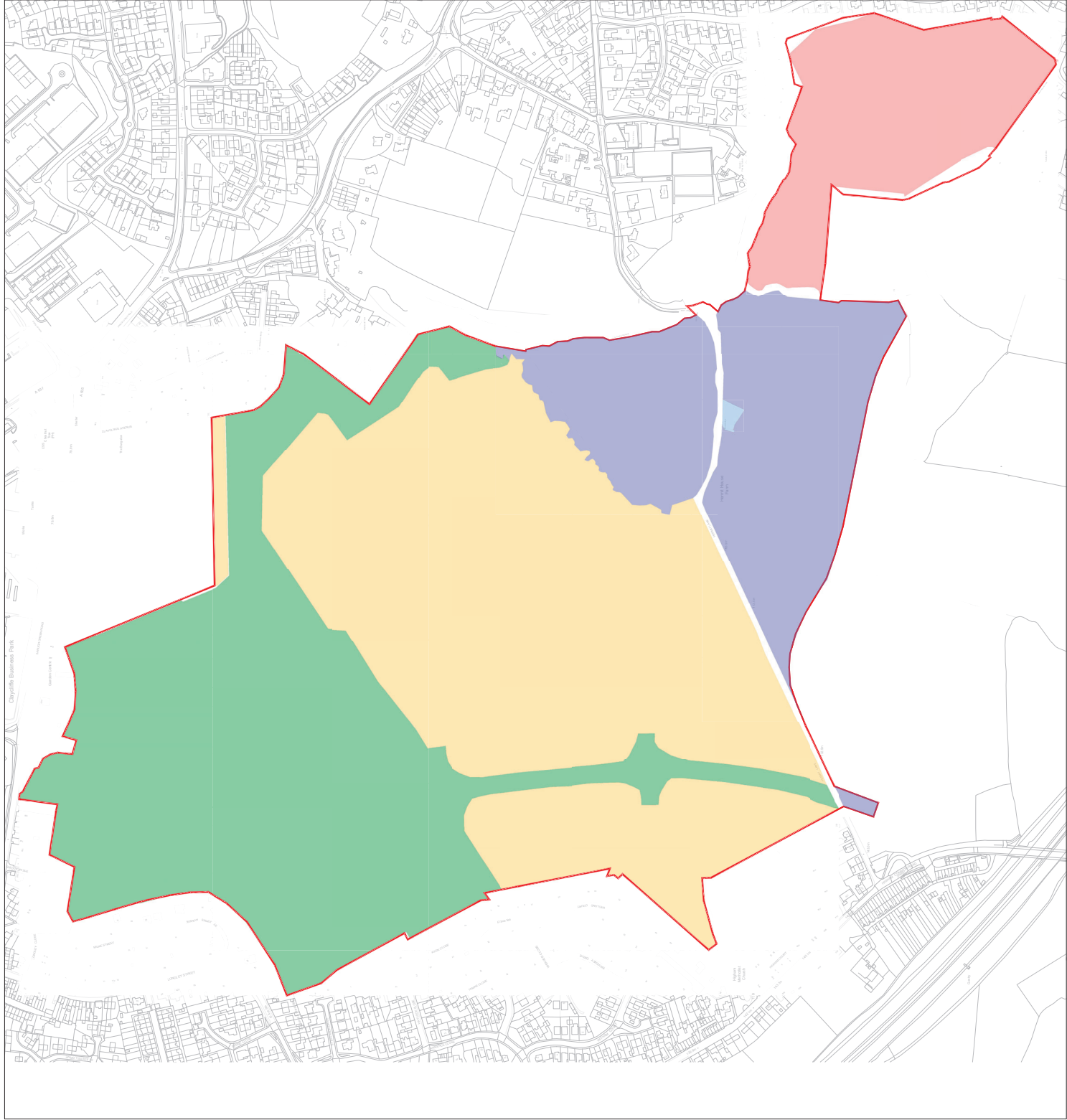


The drawings may be used for construction purposes only and are not to be used for any other purpose. The drawings are the property of Strata and are not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Strata.

Drawn: [] Date: [] Checked: []

KEY:

-  SYK519303 – John Edward Butterfield
-  SYK416204 – FFY Nominees 1 Limited and FFY Nominees 2 Limited
-  SYK709547 – Strata Sterling Barnsley West
-  SYK623464 – David Warner Stoodale, Alan Lee Duffin and Amanda Joyce Fletcher
-  SYK519603 – John Edward Butterfield, Robert James Butterfield



Scale: 1:2500 @ A1
Project: Barnsley West
Drawing name: S106 Agreement Plan
Revision: V2

1:2500 @ A1
0 5000 10000 15000 20000 25000
1:10000 @ A0
1:5000 @ A1
1:2500 @ A1
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1:625 @ A3
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Phasing Plan

Draft

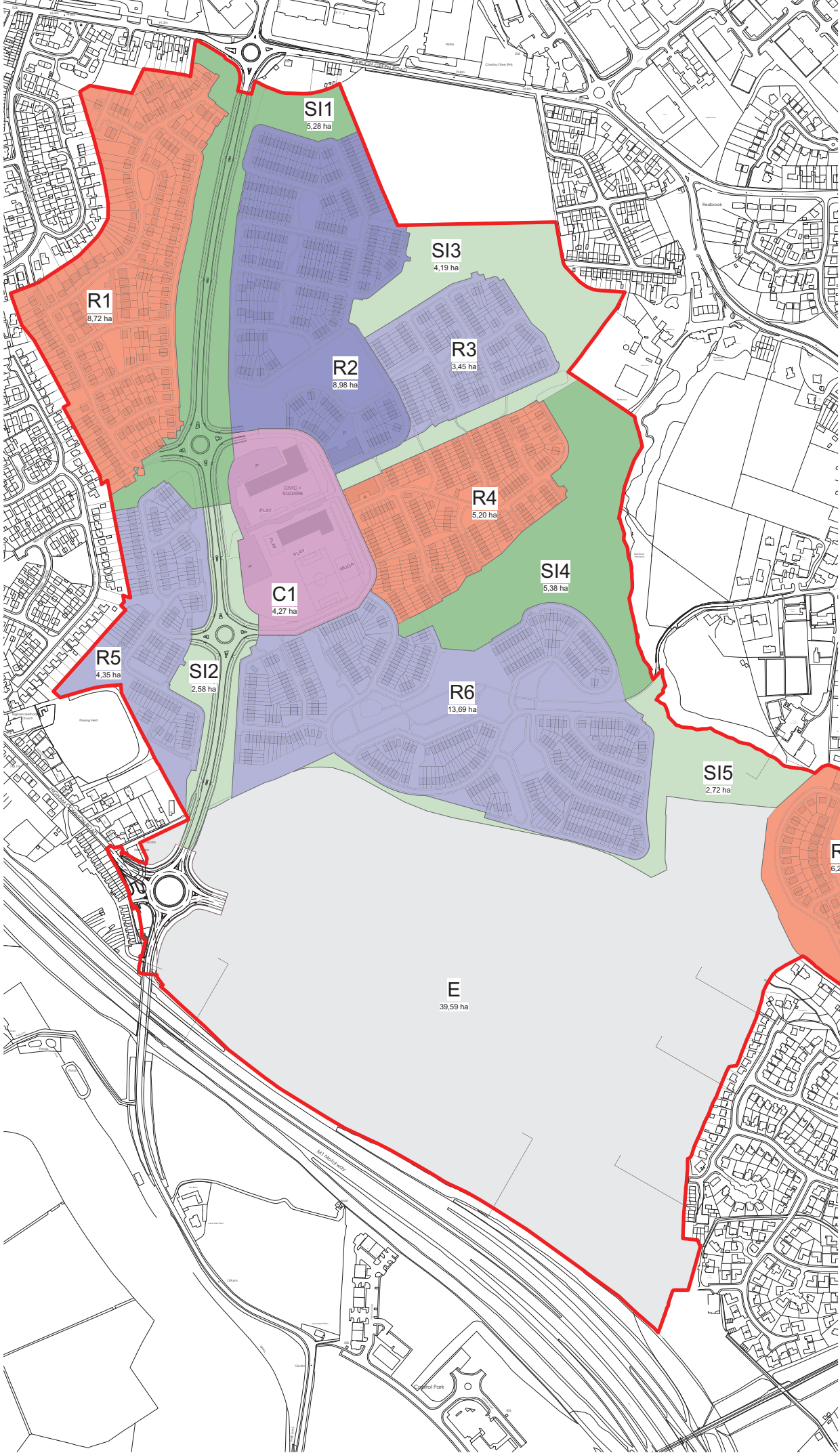


Key

- Site Application Boundary
- Retained Woodland
- R1 : 87,181.98 sqm
- R4 : 52,021.5 sqm
- R7 : 82,563.79 sqm
- R2 : 89,751.61 sqm
- R3 : 34,516.27 sqm
- R5 : 43,514.38 sqm
- R6 : 136,687.94 sqm
- S11 : 52,750.23 sqm
- S14 : 53,764.37 sqm
- S12 : 25,840.12 sqm
- S13 : 41,918.71 sqm
- S8 : 27,245.34 sqm
- C1 : 42,692.66 sqm
- E : 395,920.46 sqm



Note:
 The drawing is based upon survey information provided by others, no guarantee of its accuracy can be given.



P04	Revised issue for review	CD	AM	01/01/24
P03	Revised issue for review	CD	AM	09/10/23
P02	Revised issue for review	CD	AM	05/10/23
P01	First issue	CD	AM	19/09/23

rev	description	drawn	checked	date
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B

BOND BRYAN

Rockingham Court, 152 Rockingham Street
 Sheffield S1 4EB
 t 0114 266 2040
 e info@bondbryan.co.uk
 w www.bondbryan.co.uk

Strata Sterling Barnsley West Ltd
 Barnsley West Masterplan

Phasing Parcel Plan

Originator project ref	19028	Purpose of issue	PLANNING SUBMISSION
Scale(s)	1:2500	Revision	S2 SUITABLE FOR INFORMATION
Paper size	A1	Revision	P04 PRELIMINARY

project	BWM - BBA - ZZ - XX - DR - A - 1005	status	revision
			S2 P04

Key Plan

Draft

DO NOT SCALE

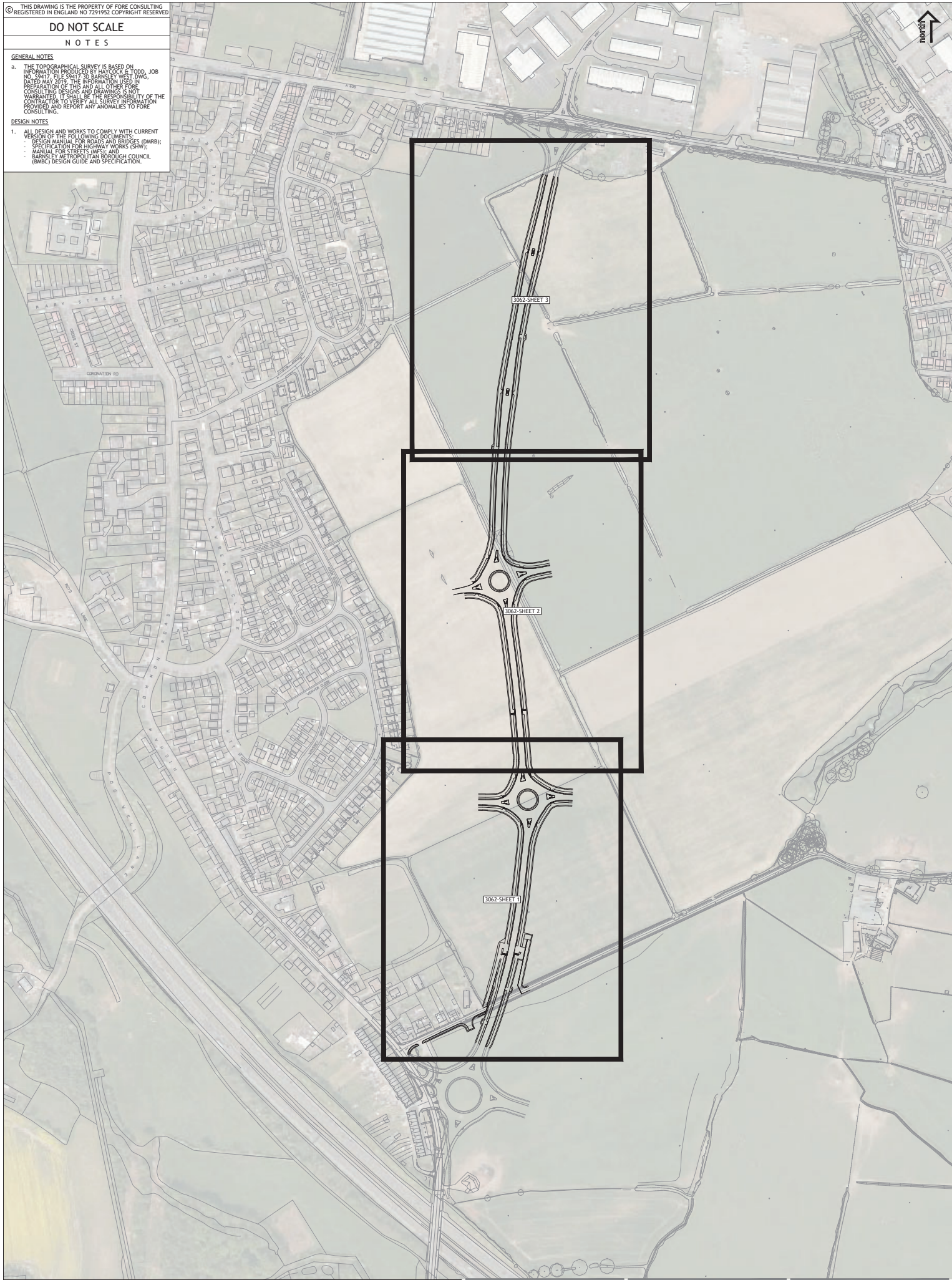
NOTES

GENERAL NOTES

a. THE TOPOGRAPHICAL SURVEY IS BASED ON INFORMATION PRODUCED BY HYDROCK & TODD, JOB NO. 59417, FILE 59417-3D BARNSELY WEST DWG, DATED MAY 2019. THE INFORMATION USES IN PREPARATION OF THIS AND ALL OTHER FORE CONSULTING DESIGNS AND DRAWINGS IS NOT WARRANTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL SURVEY INFORMATION PROVIDED AND REPORT ANY ANOMALIES TO FORE CONSULTING.

DESIGN NOTES

1. ALL DESIGN AND WORKS TO COMPLY WITH CURRENT VERSION OF THE FOLLOWING DOCUMENTS:
 - DESIGN MANUAL FOR ROADS AND BRIDGES (DMRB);
 - SPECIFICATION FOR HIGHWAY WORKS (SHW);
 - MANUAL FOR STREETS (MFS); AND
 - BARNSELY METROPOLITAN BOROUGH COUNCIL (BMAC) DESIGN GUIDE AND SPECIFICATION.



REV	DESCRIPTION	DATE	BY
A	CHANGES FOLLOWING COMMENTS	28.05.24	JL
B	CHANGES TO TURNING HEAD AND RAMP LAYOUTS	02.10.24	JL

Client: STRATA STERLING BARNSELY WEST LTD

Drawing Title: KEY PLAN

Project: BARNSELY WEST LINK ROAD

Hydrock Fore, now Stantec
 Riverside West, Whitehall Road
 Leeds
 LS1 4JW
 0113 543 1700
 www.hydrock.com



Client Ref	Drawn By	Check By	Issue Date	Scale	Format
ML	PI		20.11.2023	1:2000	A1

PRELIMINARY

3062 100-P-001

B

THE SECOND SCHEDULE

Link Road, Bus Stops and Bus Services

1 Definitions

“Bus Service Contribution”	means the sum of Nine Hundred and Twelve Thousand Six Hundred Pounds (£912,600.00) Index Linked to be used by the South Yorkshire Mayoral Combined Authority towards a core daytime bus service
“Existing Bus Stop Contribution”	means the sum of Twenty Five Thousand Eight Hundred and Ninety Pounds (£25,890.00) Index Linked to be used by the South Yorkshire Mayoral Combined Authority towards improving the existing bus stop on Longley Street
“Highways Agreement”	means an agreement with the Council under Sections 38 of the Highways Act 1980 (as amended)
“Link Road”	means the link road to be constructed as part of the Development as shown on the Key Plan which shall include (for each New Bus Stop) provision of a suitable base for the shelter, accessible pavement works including raised kerb, and tactile paving, and bus clearway markings and signage.
“New Bus Stops”	the four (4) new bus stops to be provided on the Link Road

“New Bus Stop Contribution”	means the sum of One Hundred and Three Thousand Five Hundred and Sixty Pounds (£103,560.00) Index Linked to be used by the South Yorkshire Mayoral Combined Authority towards provision of the New Bus Stops
“Part 1 Certificate”	means a part 1 certificate of substantial completion issued by the Council confirming that the works within the part 1 schedule of the relevant Highways Agreement have been completed to a satisfactory standard and are suitable for progressing to the next stage of the adoption process
“Section 1”	means the section of the Link Road from the roundabout at Barugh Green Road to the northerly internal roundabout;
“Section 1 Highways Agreement”	means a Highways Agreement providing for the construction of Section 1 and its dedication and adoption as highway
“Section 2”	means the section of the Link Road from the northerly internal roundabout to Higham Common Road/Higham Lane;
“Section 2 Highways Agreement”	means a Highways Agreement providing for the construction of

	Section 2 and its dedication and adoption as highway
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2. Owner's Obligations

The Owners covenant with the Council as follows:

2.1. Link Road

- 2.1.1 Not to Occupy, suffer or permit Occupation of any Dwelling or non-residential unit within Phases R1, R2, R3 or C1 unless and until the Section 1 Highways Agreement has been entered into with the Council.
- 2.1.2 Not to Occupy, suffer or permit Occupation of any Development within Phases R1, R2, R3 or C1 unless and until a Part 1 Certificate has been issued in relation to Section 1 pursuant to the Section 1 Highways Agreement
- 2.1.3 Not to Occupy, suffer or permit Occupation of any Dwelling within Phases R4, R5, or R6 unless and until the Section 2 Highways Agreement has been entered into with the Council.
- 2.1.4 Not to Occupy, suffer or permit Occupation of any Development within Phases R4, R5, or R6 unless and until a Part 1 Certificate has been issued in relation to Section 2 pursuant to the Section 2 Highways Agreement

2.2 Bus Service Contribution

- 2.2.1 To pay the Bus Service Contribution to the Council as follows:
- (a) £182,520.00 (One Hundred and Eighty Two Thousand Five Hundred and Twenty Pounds) prior to the first Occupation of the 237th (two hundred and thirty seventh) Dwelling and not to Occupy more than 236 (two hundred and thirty six) Dwellings until this payment is made;
 - (b) a further £182,520.00 (One Hundred and Eighty Two Thousand Five Hundred and Twenty Pounds) upon the first anniversary of the Occupation of the 237th (two hundred and thirty seventh) Dwelling;
 - (c) a further £182,520.00 (One Hundred and Eighty Two Thousand Five Hundred and Twenty Pounds) upon the second anniversary of the Occupation of the 237th (two hundred and thirty seventh) Dwelling;

- (d) a further £182,520.00 (One Hundred and Eighty Two Thousand Five Hundred and Twenty Pounds) upon the third anniversary of the Occupation of the 237th (two hundred and thirty seventh) Dwelling;
- (e) a further £182,520.00 (One Hundred and Eighty Two Thousand Five Hundred and Twenty Pounds) upon the fourth annual anniversary of the Occupation of the 237th (two hundred and thirty seventh) Dwelling.

2.3. Existing Bus Stop Contribution

- 2.3.1. To pay the Existing Bus Stop Contribution to the Council prior to the Commencement of Development and not to Commence Development until the Existing Bus Stop Contribution is paid

2.4. New Bus Stop Contribution

- 2.4.1 To pay the New Bus Stop Contribution to the Council prior to Occupation of the 237th (two hundred and thirty seventh) Dwelling and not to Occupy or permit or suffer Occupation of more than 236 (two hundred and thirty six) Dwellings unless and until the New Bus Stop Contribution is paid

3. Council's Covenants

The Council covenants with the Owners as follows:

3.1 Bus Service Contribution

- 3.1.1 To transfer the Bus Service Contribution to the South Yorkshire Mayoral Combined Authority as soon as reasonably practicable after receipt of each instalment of the Bus Service Contribution and a deed from the South Yorkshire Mayoral Combined Authority covenanting to the Owners and the Council that it will
 - (a) apply the Bus Service Contribution for the defined purposes and for no other purposes whatsoever; and
 - (b) repay any part of the Bus Service Contribution which is received but not committed or applied for the purposes toward which they have been paid within two (2) years of the receipt of the final instalment of the said contribution to refund directly to the party who paid the said contribution to the Council any unexpended contribution along with any interest accrued

3.1.2 That if the South Yorkshire Mayoral Combined Authority has not provided the deed referred to within paragraph 3.1.1 within a period of two years from the date of payment of the final instalment of the Bus Service Contribution by the Owners, the Council shall refund directly to the Owners the Bus Service Contribution

3.2 Existing Bus Stop Contribution

3.2.1 To transfer the Existing Bus Stop Contribution to the South Yorkshire Mayoral Combined Authority as soon as reasonably practicable after receipt of the Existing Bus Stop Contribution and a deed from the South Yorkshire Mayoral Combined Authority covenanting to the Owner and the Council that it will

- (a) apply the Existing Bus Stop Contribution for the defined purposes and for no other purposes whatsoever; and
- (b) repay any part of the Existing Bus Stop Contribution which is received but not committed or applied for the purposes toward which they have been paid within two (2) years of the receipt of the Existing Bus Stop Contribution to refund directly to the Party who paid the Existing Bus Stop Contribution to the Council any unexpended contribution along with any interest accrued

3.2.2 That if the South Yorkshire Mayoral Combined Authority has not provided the deed referred to within paragraph 3.2.1 within a period of two years from the date of payment of the Existing Bus Stop Contribution by the Owners, the Council shall refund directly to the Owners the Existing Bus Stops Contribution

3.3 New Bus Stop Contribution

3.3.1 To transfer the New Bus Stop Contribution to the South Yorkshire Mayoral Combined Authority as soon as reasonably practicable after receipt of the New Bus Stop Contribution and a deed from the South Yorkshire Mayoral Combined Authority covenanting to the Owner and the Council that it will

- (a) apply the New Bus Stop Contribution for the defined purposes and for no other purposes whatsoever; and
- (b) repay any part of the New Bus Stop Contribution which is received but not committed or applied for the purposes toward which they have been paid within two (2) years of the receipt of the New Bus Stop Contribution to

refund directly to the party who paid the New Bus Stop Contribution to the Council any unexpended contribution along with any interest accrued

- 3.3.2 That if the South Yorkshire Mayoral Combined Authority has not provided the deed referred to within paragraph 3.3.1 within a period of two years from the date of payment of the New Bus Stop Contribution by the Owners, the Council shall refund directly to the Owners the New Bus Stop Contribution

Draft

THE THIRD SCHEDULE

Primary School

1 Definitions

“School”	means the new primary school to be built as part of the Development on the School Site pursuant to the Planning Permission which shall be a 2 form entry primary school;
“School Site”	means the 1.7ha area of land located within Phase C1 (as shown on the Phasing Plan)
“School Specification”	means a specification for the detailed design for the School which shall accord with relevant Department for Education standards
“Transfer Terms”	the terms for the transfer of the School Site from the Owner to the Council or its nominee set out in paragraph 2.4 of this Schedule

2. Owners’ Obligations

The Owners covenant with the Council as follows:

2.1. School Delivery Agreement

2.1.1. Prior to Commencement of Development within Phase C1

- (a) to make a Reserved Matters Application in relation to the School in accordance with the Planning Permission; and
- (b) to submit a draft School Specification to the Council for approval

2.1.2 not to Commence Development within Phase C1 unless and until the Reserved Matters Application in relation to the School and the School Specification have been submitted to and approved by the Council:

2.2 Delivery of the School

2.2.1 Prior to the first Occupation of more than 459 (Four Hundred and Fifty Nine) Dwellings or such later trigger as may be agreed in writing between the Owners and the Council:

2.2.1.1 to Practically Complete the School in accordance with the approved Reserved Matters Application and School Specification; and

2.2.1.2 to transfer the School Site to the Council or its nominee following Practical Completion of the School in accordance with the Transfer Terms;

2.2.2 not to Occupy or permit or suffer Occupation more than 459 (Four Hundred and Fifty Nine) Dwellings (or such later trigger as may be agreed pursuant to paragraph 2.2.1) until the requirements of Paragraphs 2.2.1.1 and 2.2.1.2 above have been complied with.

2.3 Transfer Terms

2.3.1 Any transfer of the School Site from the Owner to the Council or their nominee pursuant to paragraph 2.2 shall (unless otherwise agreed) include (but not necessarily be limited to) the following terms:

2.3.1.1 A purchase price of One Pound (£1.00);

2.3.1.2 The School Site will be transferred:

(a) with vacant possession on completion

(b) with full title guarantee;

(c) with access to a public highway;

(d) subject to a covenant that it will only be used for the purposes of a school and for no other purposes;

(e) with services (either adopted or to be adopted) and utilities including fresh water, foul and surface water drainage, ,

electricity and telecommunications with gigabit capable full fibre broadband;

- (f) with rights (as necessary) to drain to facilitate the discharge of surface water from the School Site.

2.3.1.3 Prior to transfer, the Owner shall provide (at nil cost to the Council or their nominee) desktop reports and, if necessary, intrusive land investigation surveys / reports by a competent expert confirming to the Council's (or its nominee's) reasonable satisfaction that the School Site is suitable for use as a school and is free of contamination, protected species, ordnance, rubbish (including broken glass), adverse ground and soil conditions (including levels, subsidence, heave and land slip), and archaeological remains

Draft

THE FOURTH SCHEDULE
Infrastructure Contribution

1 Definitions

“BNG Monitoring”	means monitoring biodiversity net gain at the Application Land in compliance with the Planning Permission for a Thirty (30) year period
“Chestnut Tree Highway Works”	means undertaking feasibility study work, scheme development and subsequent implementation of improvements to Chestnut Tree roundabout and associated roads
“Dearne Hall Road Highway Works”	means undertaking feasibility study work, scheme development and subsequent implementation of highway works on Dearne Hall Road
“Infrastructure Contribution”	<p>means the sum of three million seven hundred and fifty two thousand and eighty four pounds (£3,752,084.00) Index Linked apportioned between the Phases as follows:</p> <p style="padding-left: 40px;">(a) Phase R1 - Seven Hundred and Forty Nine Thousand Seven Hundred and Forty Eight Pounds (£749,748.00) Index Linked (“the Phase R1 Infrastructure Contribution”)</p> <p style="padding-left: 40px;">(b) Phase R2 – Five Hundred and Eighty Four Thousand Seven</p>

	<p>Hundred and Eighty Nine Pounds (£584,789.00) Index Linked (“the Phase R2 Infrastructure Contribution”)</p> <p>(c) Phase R3 – Two Hundred and Eighty Four Thousand Five Hundred and Ninety Two Pounds (£284,592.00) Index Linked (“the Phase R3 Infrastructure Contribution”)</p> <p>(d) Phase R4 - Four Hundred and Forty Five Thousand and Ninety Three Pounds (£445,093.00) Index Linked (“the Phase R4 Infrastructure Contribution”)</p> <p>(e) Phase R5 – Three Hundred and Twenty Three Thousand Nine Hundred and Seventy Four Pounds (£323,974.00) Index Linked (“the Phase R5 Infrastructure Contribution”)</p> <p>(f) Phase R6 – Eight Hundred and Thirty Five Thousand Five Hundred and Seventy Two Pounds (£835,572.00) Index Linked (“the Phase R6 Infrastructure Contribution”)</p> <p>(g) Phase R7 – Five Hundred and Twenty Eight Thousand Three Hundred and Sixteen Pounds (£528,316.00) Index Linked</p>
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	(‘the Phase R7 Infrastructure Contribution’)
“Lapwing Habitat Mitigation”	means off-site mitigation measures for loss of lapwing habitat
“Pogmoor Road Highway Works”	means improvements to the Pogmoor Road / Summer Lane traffic signals and associated network
“Public Rights of Way Link Improvements”	means improvements to links to existing off site public rights of way
“Secondary Education”	means the provision of secondary education including increasing the capacity of secondary schools within the locality of the Development
“Shaw Lane Highway Works”	means undertaking feasibility study work, scheme development and subsequent implementation of works on the A61/B6428 (Lee Lane / Shaw Lane staggered junction) and surrounding highway network
“Skylark Habitat Mitigation”	means off-site mitigation measures for loss of skylark habitat
“Whinby Road Highway Works”	means undertaking feasibility study work, scheme development and subsequent implementation of improvements at Whinby Road roundabout and associated highways

2. Owners’ Obligations

The Owners covenant with the Council as follows:

2.1 Infrastructure Contribution

2.1.1. To pay the relevant portion of Infrastructure Contribution for each Residential Phase in the following instalments:

2.1.1.1 Phase R1 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R1 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R1;
- (b) one third (1/3) of the Phase R1 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R1;
- (c) one third (1/3) of the Phase R1 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R1;

2.1.1.2 Phase R2 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R2 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R2;
- (b) one third (1/3) of the Phase R2 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R2;
- (c) one third (1/3) of the Phase R2 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R2;

2.1.1.3 Phase R3 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R3 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R3;
- (b) one third (1/3) of the Phase R3 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R3;
- (c) one third (1/3) of the Phase R3 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R3;

2.1.1.4 Phase R4 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R4 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R4;
- (b) one third (1/3) of the Phase R4 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R4;
- (c) one third (1/3) of the Phase R4 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R4;

2.1.1.5 Phase R5 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R5 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R5;
- (b) one third (1/3) of the Phase R5 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R5;
- (c) one third (1/3) of the Phase R5 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R5;

2.1.1.6 Phase R6 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R6 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R6;
- (b) one third (1/3) of the Phase R6 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R6;
- (c) one third (1/3) of the Phase R6 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R6;

2.1.1.7 Phase R7 Infrastructure Contribution:

- (a) one third (1/3) of the Phase R7 Infrastructure Contribution prior to first Occupation of any Dwellings within Phase R7;

- (b) one third (1/3) of the Phase R7 Infrastructure Contribution prior to Occupation of more than thirty percent (30%) of the Dwellings within Phase R7;
- (c) one third (1/3) of the Phase R7 Infrastructure Contribution prior to Occupation of more than sixty percent (60%) of the Dwellings within Phase R7

3. Council Covenants

The Council covenants with the Owners as follows:

3.1 Infrastructure Contributions

- 3.1.1. To use the Infrastructure Contribution towards the following purposes subject to the specified expenditure limit applicable to each purpose:

Purpose	Expenditure Limit
Shaw Lane Highway Works	£823,592.00 Index Linked
Chestnut Tree Highway Works	£94,875.00 Index Linked
Dearne Hall Road Highway Works	£91,250.00 Index Linked
Pogmoor Road Highway Works	£226,450.00 Index Linked
Whinby Road Highway Works	£500,000.00 Index Linked
Secondary Education	£1,872,000.00 Index Linked
BNG Monitoring	£9,940.00 Index Linked
Lapwing Habitat Mitigation	£56,132.68 Index Linked
Skylark Habitat Mitigation	£3,300.00 Index Linked
Public Rights of Way Link Improvements	£74,544.32 Index Linked

- 3.1.2 Not to use the whole or any part of the Infrastructure Contribution other than towards the purposes specified in the table at paragraph 3.1.1 (above) subject to the specified expenditure limit applicable to each purpose

- 3.1.3 In the event that all or any of the Phase R1 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution any unexpended contribution along with any interest accrued
- 3.1.4 In the event that all or any of the Phase R2 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution any unexpended contribution along with any interest accrued
- 3.1.5 In the event that all or any of the Phase R3 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution any unexpended contribution along with any interest accrued
- 3.1.6 In the event that all or any of the Phase R4 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution any unexpended contribution along with any interest accrued
- 3.1.7 In the event that all or any of the Phase R5 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution to the Council any unexpended contribution along with any interest accrued
- 3.1.8 In the event that all or any of the Phase R6 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution any unexpended contribution along with any interest accrued
- 3.1.9 In the event that all or any of the Phase R7 Infrastructure Contribution is received but not committed or applied for the purposes toward which they have been paid

within ten (10) years of the receipt of the final instalment of the said contribution to refund to the party who paid the said contribution any unexpended contribution along with any interest accrued

3.1.10 Upon written request to furnish the Owners with evidence of the expenditure by the Council of all Infrastructure Contributions paid to the Council pursuant to this Agreement such evidence shall be provided to the Owners in writing

Draft

THE FIFTH SCHEDULE

Viability Review

1 Definitions

<p>“Affordable Housing Scheme”</p>	<p>means a scheme detailing the location, size and tenure of the Affordable Housing Units within a particular Phase. The Affordable Housing Scheme shall also include details of how the proposed design and construction of the Affordable Housing Units will ensure that the Affordable Housing Units are materially indistinguishable (in terms of outward design and appearance) from the Open Market Dwellings of similar size within the Development</p>
<p>“Affordable Housing Target”</p>	<p>means sixteen percent (16%) of Dwellings in each Outline Residential Phase to be provided as Affordable Housing</p>
<p>“External Consultant”</p>	<p>means an appropriately qualified and experienced external consultant appointed by the Council to assess a Viability Review</p>
<p>“Formula”</p>	<p>means the formula set out in the Seventh Schedule</p>
<p>“Viability Appraisal”</p>	<p>means a viability review in respect of a particular Residential Phase which</p>

	shall be in the form of the Viability Appraisal Template
“Viability Appraisal Template”	means the viability appraisal template attached at the Seventh Schedule or any variation agreed in writing thereto a worked example of which is attached at Appendix 1
“Viability Payment”	means a financial contribution to be used by the Council towards the Viability Payment Purposes up to a maximum of Four Million Eight Hundred and Sixty Nine Thousand and Thirty Six Pounds and Two Pence (£4,869,036.02) Index Linked
“Viability Payment Purposes”	means the purposes specified in paragraph 3.6 of this Schedule
“Surplus”	means the amount (if any) which arises from the Formula provided that it is a positive number

2. Owner’s Obligations

The Owners covenant with the Council as follows:

- 2.1 Alongside the submission of the first Reserved Matters Application in respect of each Outline Residential Phase the Owners shall submit the Viability Appraisal to the Council
- 2.2 Where the Council requests further documentation pursuant to paragraphs 3.1 or 3.2 of this Schedule, the Owner shall provide such documentation within 20 (twenty) Working Days of the receipt of the request
- 2.3 In the event that the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 3.4 of this Schedule and the information contained therein shows that in accordance with the provisions of this Agreement there

is a Surplus then (subject to paragraph 2.4) the Owners shall prior to Commencement of Development within the relevant Outline Residential Phase submit to the Council for approval:

- (a) evidence to demonstrate how many Affordable Housing Units (up to the Affordable Housing Target) can be provided within the Residential Phase as a consequence of the Surplus; and
- (b) (where the number of Affordable Housing Units is rounded down to the nearest whole number) the amount (if any) of any Surplus that would remain after provision of the Affordable Housing Units in accordance with the Affordable Housing Scheme

2.4 In the event that:

- (a) a Surplus arises but such Surplus is insufficient to provide any Affordable Housing Units; or
- (b) the delivery of the Affordable Housing Units in accordance with the approved Affordable Housing Scheme would result in any Surplus remaining;

the Owners shall pay the whole or such remainder of the Surplus to the Council as a Viability Payment in accordance with paragraph 2.6 (below)

2.5 In the event that Affordable Housing Units are to be provided pursuant to paragraph 2.3, the Owners shall:

- (a) submit an Affordable Housing Scheme to the Council for approval prior to Commencement of Development within the Residential Phase
- (b) Not Occupy or permit or suffer Occupation of the Affordable Housing Units other than in accordance with the provisions of the Sixth Schedule

2.6 In the event that a Viability Payment is payable pursuant to paragraph 2.4, the Owners shall pay to the Council the Viability Payment prior to the Commencement of Development of the relevant Residential Phase and will not Commence Development of the Residential Phase until the Viability Payment has been paid

2.7 The Owner shall pay to the Council within 20 (twenty) Working Days of receipt of a written request from the Council:

- (a) the Council's costs reasonably and properly incurred in the assessment of the information submitted pursuant to this paragraph; and
- (b) the costs of the External Consultant reasonably and properly incurred in assessing the information submitted in support of the Viability Review.

3 Council's Covenants

The Council covenants with the Owners as follows:

3.1 Within 20 (twenty) Working Days of its receipt of any Viability Appraisal the Council shall give written notice to the relevant Phase Owners detailing any further documentation that the Council determines the Phase Owners must provide to the Council before the Viability Appraisal can be accepted for review and assessed by the Council

3.2 Within 30 (thirty) Working Days of its receipt of the further documentation required by it under paragraph 3.1 of this Schedule the Council shall give written notice to the Phase Owners either confirming it accepts the Viability Appraisal or requesting amended or supplementary documentation that the Council determines the Phase Owners must provide to enable it to carry out its review and assessment of the Viability Appraisal and this process may be repeated until the Council and or External Consultant (as applicable) has all the information it reasonably requires to carry out its review and assessment of the Viability Appraisal

3.3. Within 30 (thirty) Working Days of its receipt of the Viability Appraisal or of its receipt of the further documentation required by the Council under paragraph 3.1 of this Schedule or of its receipt of the amended or supplemental documentation required by the Council under paragraph 3.2 of this Schedule the Council shall give written notice to the Owners either:-

- (a) Stating that it agrees with the conclusions of the Viability Appraisal or

- (b) Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions;
- 3.4 In the event that the Council shall have served a notice on the Phase Owners pursuant to paragraph 3.2 of this Schedule the Phase Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Phase Owners and the Council shall have failed to agree the Viability Appraisal within 30 (thirty) Working Days of the notice served by the Council pursuant to paragraph 3.2 of this Schedule, then the matter in dispute may be referred to for dispute resolution, in accordance with the provisions of clause 12 with the External Consultant being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which all the Phase Owners and the Council agree will be final and binding upon them;
- 3.5 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 3.4 of this Schedule) shows that there is not a Surplus due then it is agreed by the Council that the Affordable Housing Units shall not be required for the relevant Residential Phase and no Viability Payment shall be payable in relation to the relevant Residential Phase

3.6 Use of Viability Payment

- 3.6.1 To use any Viability Payment received under this Agreement towards the following purposes (listed in order of priority) subject to the specified expenditure limit applicable to each purpose:

Purpose	Expenditure Limit
Secondary Education (Contribution towards secondary school provision to make up the 50% shortfall of the sum required to fully mitigate the effects of the Development)	£1,872,000.00 Index Linked
Lapwing Habitat Mitigation	£81,567.32 Index Linked

(contribution towards offsite mitigation for loss of Lapwing Habitat)	
Skylark Habitat Mitigation (contribution towards offsite mitigation for loss of Skylark Habitat within the Application Land)	£3,300.00 Index Linked
Sustainable Travel (contribution towards the provision and operation of public transport services and sustainable travel opportunities in Barnsley)	£1,174,742.00 Index Linked
Formal Recreation (contribution towards offsite formal recreation facilities including sports pitches and open space)	£1,595,309.70 Index Linked
Public Rights of Way (contribution towards improvements to existing public rights of way in the vicinity of the Application Land)	£37,125.00 Index Linked
Watercourses (compensation for loss of watercourse units)	£37,125.00 Index Linked
Off-Site Affordable Housing (contribution towards the provision of off-site affordable housing in lieu of on-site provision as part of the Development in the event that any Surplus is insufficient to provide a	The sum to be calculated using the following formula: $S = N \times (OMV - (TV + DP))$ Where: S = the total sum that can be applied towards off-site affordable housing;

<p>whole number of Affordable Housing Units)</p>	<p>N = the maximum number of affordable housing units that shall be required to be provided off-site in lieu of on-site provision to be calculated using the formula $N = MAH - AAH$ where MAH is the maximum number of affordable housing units required on-site (being 16% of Dwellings) and AAH is the actual number of affordable housing units to be provided on-site;</p> <p>OMV = the open market value of the equivalent Dwellings to be provided as affordable housing off-site</p> <p>TV = the transfer value of the Dwelling (being 50% of the OMV)</p> <p>DP = developers profit (being 18% of the OMV)</p>
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- 3.6.2 Not to use the whole or any part of any Viability Payment other than towards the purposes specified in the table at 3.6.1 (above) subject to the specified expenditure limit applicable to each purpose
- 3.6.3 In the event that all or any of any Viability Payment are received but not committed or applied for the purposes toward which they have been paid within five (5) years of the receipt of each Viability Payment received in relation to each relevant Residential Phase to refund to the party who paid the said contribution to the Council any unexpended part of the relevant Viability Payment along with any interest accrued
- 3.6.4 Upon written request to furnish the Phase Owners with evidence of the expenditure by the Council of all Viability Payments Contributions paid to the

Council pursuant to this Agreement such evidence shall be provided to the Phase Owners in writing

Draft

THE SIXTH SCHEDULE

Affordable Housing

1 Definitions

<p>“2008 Act”</p>	<p>means the Housing and Regeneration Act 2008</p>
<p>“Affordable Housing”</p>	<p>has the meaning given to it in Annex 2 of the NPPF or any successor provisions which may be introduced from time to time including for the avoidance of doubt changes in policy or legislative changes:</p>
<p>“Affordable Housing Scheme”</p>	<p>has the meaning ascribed to it in the Fifth Schedule</p>
<p>“Affordable Housing Units”</p>	<p>means the Dwellings to be provided as Affordable Housing in accordance with this Schedule the location, number, size and tenure of which shall (for each Residential Phase) be in accordance with an Affordable Housing Scheme submitted to and approved by the Council and which may include:</p> <ul style="list-style-type: none"> (a) Social Rented Units; (b) Affordable Rented Units; (c) Shared Ownership Units; and/or (d) Other affordable ownership models as may be agreed by the Council

<p>“Affordable Rented Units”</p>	<p>means Affordable Housing Units that is owned and managed by a Registered Provider and let to a person or household who qualifies for social housing allocation in accordance with the Allocations Scheme and for which the rent shall comply with the Rent Standard and shall not exceed 80% (eighty percent) of gross local market rent (inclusive of service charges) for an equivalent property of that size and location, or the applicable Local Housing Allowance rate for the Council, whichever is the lower;</p>
<p>“Allocations Scheme”</p>	<p>means the Council's published scheme under Part VI of the Housing Act 1996 for determining the priority and order in which Social Rented Units or Affordable Rented Units are allocated to applicants on its housing register, including criteria for eligibility prioritisation and allocation procedures;</p>
<p>“Council’s Approved List”</p>	<p>means the following Registered Providers:</p> <ul style="list-style-type: none"> ACIS Group Anchor Hanover Auxesia Homes Berneslai Homes Great Places Housing Group

	<p>Guinness Northern Counties Housing Association</p> <p>Habinteg Housing Association</p> <p>Home Group</p> <p>54° North Homes</p> <p>Park Properties Housing Association Ltd</p> <p>Places for People</p> <p>Riverside Housing Group</p> <p>Sanctuary Housing</p> <p>South Yorkshire Housing Association</p> <p>Together Housing Association Ltd</p> <p>Vico Homes</p> <p>Yorkshire Housing</p> <p>or such other Registered Provider(s) that may be nominated by the Owner and approved by the Council from time to time.</p>
<p>“Homes England”</p>	<p>means the body known as Homes England established pursuant to Part 1 of the 2008 Act or any successor body performing substantially the same functions;</p>
<p>“Nominations Agreement”</p>	<p>means a deed of agreement entered into between the Council and the Registered Provider of the Social Rented Units and/or Affordable Rented Units, setting out arrangements for nominating eligible</p>

	<p>persons or households to occupy those Dwellings which agreement shall operate in conjunction with the Allocations Scheme and include provisions relating to the proportion of Dwellings to be made available for nomination, the process and timescales for making nominations, and any other relevant terms to ensure that the Dwellings are allocated in accordance with local housing policies;</p>
<p>“Registered Provider”</p>	<p>means a private provider of Affordable Housing which is designated in the register maintained by the Regulator pursuant to section 111 of the 2008 Act as</p> <ul style="list-style-type: none"> (a) a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the 2008 Act; or (b) a profit-making organisation under section 115(1)(b) of the 2008 Act <p>and which is on the Councils Approved List of providers at the time of the assessment;</p>
<p>“Regulator”</p>	<p>means the Regulator of Social Housing established pursuant to section 80A of the 2008 Act, an</p>

	<p>executive non-departmental public body, responsible for regulating registered providers of social housing, and includes any successor body carrying out substantially the same regulatory functions in respect of registered providers of social housing;</p>
<p>“Rent Standard”</p>	<p>means the regulatory framework issued by the Regulator together with associated guidance (as such standard and/or guidance may be amended updated or replaced from time to time), which governs the setting and charging of rents by Registered Providers for the Social Rented Units and Affordable Rented Units;</p>
<p>“Shared Ownership Lease”</p>	<p>means a lease that accords with the model form of lease issued from time to time by Homes England under which the person or household in occupation of the Affordable Housing Unit under the lease may purchase an initial equity share in the Shared Ownership Unit of not less than 10% (ten percent) and not more than 75% (seventy five percent), paying rent on the remaining unsold equity, with the option to purchase further equity shares in the Shared Ownership Unit up to 100% (one hundred percent);</p>

<p>“Shared Ownership Units”</p>	<p>means an Affordable Housing Unit to be occupied on a Shared Ownership Lease by a person or household who meets the eligibility criteria for shared ownership as set out in current government guidance, and whose income is insufficient to rent or purchase suitable housing available locally on the open market, having regard to local incomes and local house prices, and subject to assessment by a Registered Provider.</p>
<p>“Social Rented Unit”</p>	<p>means an Affordable Housing Unit that is owned and managed by an Registered Provider and let to a person or household who qualifies for social housing allocation in accordance with the Allocations Scheme for which the rent shall comply with the Rent Standard and set in accordance with the formula-based approach outlined in the Rent Standard and is exclusive of service charges;</p>

2. Owners’ Obligations

The Owners covenant with the Council as follows:

2.1 Delivery of Affordable Housing Units

- 2.1.1. Within each Outline Residential Phase for which an Affordable Housing Scheme has been submitted and approved as a consequence of a Surplus being shown

in a Viability Appraisal submitted and agreed by the Council or their Expert Consultant pursuant to the Fifth Schedule, the Owners shall not Occupy more than fifty percent (50%) of the Open Market Dwellings within the relevant Residential Phase unless and until:

- (a) the Affordable Housing Units to be provided as a consequence of the Surplus within the relevant Residential Phase have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule and the Council has been provided with a copy of the relevant certificates of Practical Completion;
- (b) a freehold interest or a leasehold interest of at least 125 (one hundred and twenty five) years on a full repairing and insuring basis of each of the Affordable Housing Units within the relevant Residential Phase has been transferred or granted to a Registered Provider, free from all encumbrances (other than those which exist at the date of this Agreement and do not materially adversely affect the use, enjoyment or management of the Affordable Housing Units by the Registered Provider) and free from all financial charges for the Affordable Housing Units; and
- (c) such transfer or grant includes a covenant by the Registered Provider to the Council that they will enter into a Nominations Agreement granting to the Council the exclusive right to nominate suitable households to any Social Rented Units and Affordable Rented Units on first disposition in that Phase in accordance with the Allocations Scheme and the provisions of this Agreement

AND the Owners further covenant that

- (d) they shall provide evidence of the transfer of the freehold or leasehold interest of the Affordable Housing Units referred to in Paragraph 2.1.1 (b) to the Council within 10 (ten) Working Days of completion of the relevant transfer; and
- (e) no more than 50% (fifty percent) of the Open Market Dwellings shall be Occupied unless and until the provisions of this Paragraph 2.1.1 have been complied with;

2.1.2 the Affordable Housing Units to be provided as a consequence of the Surplus being shown in a Viability Appraisal submitted and agreed or determined pursuant to the Fifth Schedule shall be delivered and constructed on the relevant Residential Phase in accordance with:

- (a) the Planning Permission and all applicable Reserved Matters Approvals; and);
- (b) the approved Affordable Housing Scheme for the relevant Residential Phase

2.1.3 Subject to Paragraph 2.2 (Exclusions):

- (a) the Affordable Housing Units to be provided as a consequence of the Surplus being shown in a Viability Appraisal submitted and agreed or determined pursuant to the Fifth Schedule shall not be Occupied or used for any other purpose other than as Affordable Housing unless otherwise agreed by the Council;
- (b) where an Affordable Housing Unit to be provided as a consequence of the Surplus being shown in a Viability Appraisal submitted and agreed or determined pursuant to the Fifth Schedule is identified to be provided within a particular Affordable Housing tenure, not to Occupy or use that Affordable Housing Unit otherwise than in accordance with that relevant tenure unless otherwise agreed by the Council in writing;

AND notwithstanding the provisions of Clause 8.2 of this Agreement, this Paragraph 2.1.3 shall apply to all Phase Owners of any Affordable Housing Units provided as a consequence of the Surplus being shown in a Viability Appraisal submitted and agreed or determined pursuant to the Fifth Schedule;

2.1.4 prior to Occupation of any Affordable Housing Unit to be provided as a consequence of the Surplus being shown in a Viability Appraisal submitted and agreed or determined pursuant to the Fifth Schedule within a Residential Phase:

- (a) all roads footways and footpaths intended to be adopted as public highways (if any) and sewage and drainage pipes channels and gutters intended to be adopted as public sewerage and drainage serving such Affordable Housing Units within that Residential Phase shall be in place

and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

- (b) all private roads footways and footpaths (if any) serving such Affordable Housing Units within that Residential Phase shall be in place; and
- (c) all private sewage and drainage pipes channels and gutters and all mains water gas and electricity pipes and cables serving such Affordable Housing Units within that Residential Phase shall be constructed laid connected operational and serviceable.

2.2 Exclusions

2.2.1 The Affordable Housing provisions in this Schedule shall not be binding on nor be enforceable against:

- (a) subject to compliance with paragraph 2.3 a chargee who is proposing to exercise its power of sale or otherwise dispose of the relevant Affordable Housing Unit;
- (b) a tenant of any Affordable Housing Unit who has exercised a statutory right to buy (where applicable) or statutory right to acquire;
- (c) a leaseholder who has staircased to acquire 100% (one hundred percent) ownership of the leasehold interest in the Shared Ownership Unit; and
- (d) any successor in title of any persons detailed in Paragraphs 2.2.1 (a) to (c) above or their mortgagee or chargee;

2.3. Mortgage Exclusion Clause

2.3.1 The Affordable Housing provisions in this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expense; and
- (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely

Draft

THE SEVENTH SCHEDULE
Viability Appraisal Template

1 Definitions

“Actual Disposal”	means a Disposal that has taken place prior to the Review Date
“Actual Profit”	means the sum calculated in accordance with the Formula by subtracting the Total Costs from the Total Receipts
“Actual Profit Percentage”	means the Actual Profit expressed as a percentage of the Total Receipts
“Agreed Profit Percentage”	means a developer profit of 18.03% of Total Receipts relating to Open Market Dwellings and 10% of Total Receipts relating to the Affordable Housing Units in each Phase
“Actual Receipts”	means the aggregate of all Development Value arising from an Actual Disposal or otherwise received in relation to the relevant Phase prior to the date of the relevant Viability Appraisal
“Base Appraisal”	means the base appraisal attached at Appendix 2
“Component”	means each and every constituent part of the Development including (but not limited to) the Dwellings
“Development Costs”	means the aggregate of the following:

	<ul style="list-style-type: none"> (a) Benchmark Land Value (b) Construction Costs (c) Abnormal Costs (d) Contingency (e) Professional Fees, (f) Planning Obligations (g) Sales and Marketing Fees (h) Finance Cost (i) Unforeseen Abnormal Costs within Phase (j) Regulatory related Costs <p>as further defined in paragraph 5 of this Schedule</p>
“Development Value”	<p>means the aggregate of:</p> <ul style="list-style-type: none"> (a) The value of all gross receipts from any Sale of a Component prior to the Late Stage Review Date; (b) the Market Value of any Component that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and (c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council <p>as further defined in paragraph 4 of this Schedule</p>
“Disposal”	means

	<p>(a) the Sale of a Component(s) of the Development;</p> <p>(b) the grant of a lease of a term of less than 999 years of a Component of the Development; or</p> <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly.</p>
"Distributed Costs"	means the aggregate of all Development Costs reasonably and properly incurred in relation to the relevant Phase prior to the Review Date as shown in Appendix 3
"Estimated Costs"	means the estimated Development Costs remaining to be incurred in relation to the relevant Phase at the Review Date;
"Estimated Receipts"	means the estimated Development Value attributable to Components of the Development within the Phase that have not been Disposed of prior to the Review Date
"Formula"	means the formula set out in paragraph 2 of this Schedule
"Fraudulent Transactions"	means:

	<p>(a) a Disposal that is not an arm's length third party bona fide transaction;</p> <p>(b) a transaction the purpose or effect of which is to artificially reduce the Development Value and/or artificially increase the Development Costs;</p>
“Review Date”	means the date on which the Viability Appraisal is carried out in accordance with the Fifth Schedule;
“Surplus”	means the sum calculated in accordance with the Formula as available to be applied to the provision of Affordable Housing and/or Viability Payment in accordance with the Fifth Schedule
“Surplus Percentage Profit”	means the difference between the Actual Percentage Profit and the Agreed Percentage Profit
“Total Costs”	means the aggregate of the Actual Costs and the Estimated Costs in relation to the relevant Phase
“Total Receipts”	means the aggregate of the Actual Receipts and the Estimated Receipts in relation to the relevant Phase

2 The Formula:

The Surplus shall be calculated in accordance with the following formula:

$$AR + ER = TR$$

$$DC + EC = TC$$

$$TR - TC = AP$$

$$(AP/TR) \times 100 = APP$$

$$APP - APL = SPP$$

$$SPP \times TR = S$$

Where:

AR = Actual Receipts (if any)

ER = Estimated Receipts

TR = Total Receipts

DC = Distributed Costs plus Indexation where relevant

EC = Estimated Costs

TC = Total Costs

AP = Actual Profit

APP = Actual Profit Percentage

APL = Agreed Profit Percentage

SPP = Surplus Percentage Profit

S = Surplus

3 Submission Timing:

- 3.1 The development Viability Appraisal Template is to be updated as appropriate to amend the Inputs for the relevant residential Phase being submitted for Reserved Matters Approval. The intention of the Viability Appraisal is to determine whether that Residential Phase generates a Surplus which should then be utilised within the Residential Phase for the delivery of on site Affordable Housing. . It is intended that this will be a cumulative approach and for any residential phase having secured a deliverable Planning Permissions inputs will be fixed and each remainder phases surplus will contribute to any site wide Surplus being achieved.
- 3.2 The Owners shall use anticipated sales and development costs to inform the calculation updating the inputs for the Residential Phase which is subject to the Reserved Matters Approval using comparable evidence from the local market and the Development Cost methodologies set out below.
- 3.3 Inputs into the formula shall be informed by:-

4 Gross Development Value (“GDV”)

Anticipated net sales value foreseeably achieved from any Open Market Dwellings or Affordable Housing Units proposed in the relevant Residential Phase

Grant funding amount updated to reflect any additional external grant support the Developer may secure

5 Development Costs

5.1 Benchmark Land Value (BLV) for the relevant Residential Phase (R2-R7)

The total agreed Benchmark Land Value of £16,100,000 Index Linked in line with RPI

An allowance for Stamp Duty Land Tax at the appropriate level and Acquisition Cost/Legal Costs of 1.8% of the Benchmark Land Value will also be made and added to the Development Cost

5.2 Construction Costs – Standard Build Cost

The Standard construction costs have been agreed within the Base Appraisal as £121.70 psft sd (being £109.54 psf plus Part L and F Building Regulation works (£4,750 per unit) and plot externals at 7.5% of BCIS) . This figure will be Indexed Linked to show general market movements in line with the BCIS All in Tender Price Index (“Relevant Index”)

5.3 Abnormal Costs

The agreed base total of £120,382,551 plus indexation (Relevant Index from the date of this Agreement to the date of the Viability Assessment is undertaken for the relevant phase assessment).

5.4 Contingency

A contingency allowance of 3% of standard construction costs and 4% of non-standard construction costs for each Residential Phase assessment.

5.5 Professional Fees

An allowance of 5.51% applied to plot costs /B Regs uplift and plot externals

5.6 Planning Obligations/S278 Costs/ Biodiversity Net Gain

Actual S106 and S278 contribution costs and Biodiversity Net Gain costs relevant to each Residential Phase including any indexation applied thereon

5.7 Sales and Marketing Fees

An allowance of 3% of total projected sales values for the relevant Residential Phase, plus £650 per dwelling legal cost allowance (Index Linked)

5.8 Finance Cost

Finance costs used in base appraisal £24,627,916 (adjusted at 4% over the Bank of England base rate per annum from the date of the base appraisal))

5.9 Unforeseen Abnormal Costs – Within Phase

It is noted that there are further investigations ongoing within development phases and where relevant the Developer can present findings and resulting consequences on a no double count basis to the Council.

5.10 Regulatory Related Costs

Any tariffs or costs that are introduced through new or updated legislation or statutory provisions during the construction phase of the Development that have a direct additional impact on Development Costs.

6. Development Profit / Agreed Profit Percentage

A profit allowance of 18.03% of projected revenue for the Open Market Dwellings within the relevant Residential Phase and 10% of projected revenue of the Affordable Housing Units in the relevant Residential Phase.

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APPENDIX 1
VIABILITY APPRAISAL EXAMPLE

Draft

M21 \$106 Distribution Costs

2020/2021

The intention of this form is to establish the Base Approval for the M21 Residential Proposal (Planning Ref 2021/1590) that outlines the financial metrics that support the \$106 contributions and provides a framework for how these are to be reviewed at each subsequent RP planning application for a phase. Not doing so will determine any market force movements which require a review of the financial contributions payable to Barmston Council under the \$106 Agreement.

Revenue				
House Build Revenue	Units	net	£/sqft	Unit Price
Phase 1 - Residential (R1)	259	288,014	260.12	35,110
Phase 2 - Residential (R2)	277	342,011	268.13	31,842.61
Phase 3 - Residential (R3)	133	184,611	269.64	339,150
Phase 4 - Residential (R4)	259	334,652	277.28	363,832
Phase 5 - Residential (R5)	137	158,547	279.34	319,886
Phase 6 - Residential (R6)	483	527,188	278.96	353,848
Phase 7 - Residential (R7)	147	213,837	257.58	385,934
Local Centre Sale (CS)	1	-	-	1,000,000
Revenue Sub Total	2069	2,026,720		847,343.624

Additional Revenue				
SCDF Grant		£		£
Supporting Capital Hub		8,720,001		11,862,020
Additional Revenue Sub Total				20,188,020

TOTAL REVENUE REALISATION £ **20,188,020**

Development Costs				
Standard Build Costs	sqft	Area sqft	Cost	
Phase 1 - Residential (R1)	288,014	121.7	35,051,303.80	
Phase 2 - Residential (R2)	342,011	121.7	41,623,955.70	
Phase 3 - Residential (R3)	184,611	121.7	30,023,136.78	
Phase 4 - Residential (R4)	334,652	121.7	40,708,893.40	
Phase 5 - Residential (R5)	158,547	121.7	19,091,789.68	
Phase 6 - Residential (R6)	527,188	121.7	62,941,779.80	
Phase 7 - Residential (R7)	213,837	121.7	26,023,562.89	
Standard Contingency @ 3%			7,345,044.72	
Sub Total	2,016,720		252,797,888.72	

Abnormal Costs				
Item	£			
Northen Floodplain (SCDF)	£ 3,048,838.00			
N. Scouting Sports Road & Landscaping	£ 5,578,186.00			
S. Scouting Sports Road & Landscaping	£ 770,294.49			
Residential Mains Services	£ 11,700,000.00			
Site - SW Retention & Landscaping	£ 2,794,872.00			
Site - SW Retention & Landscaping	£ 1,948,575.00			
Site - SW Retention & Landscaping	£ 2,794,872.00			
Capital Cost - Off Site Highway Works	£ 10,700,000.00			
Environ Works Package	£ 15,546,966.00			
Temporary Works and Reinstatement	£ 727,755.00			
Lift in Cost for Regulatory Standards	£ 2,354,788.32			
Infrastructure Contingency	£ 9,771,521.80			
Phase 1 Infrastructure	£ 370,889.84			
Phase 2 Infrastructure	£ 5,598,750.00			
Phase 3 Infrastructure	£ 383,955.00			
Phase 4 Infrastructure	£ 3,951,127.00			
Phase 5 Infrastructure	£ 158,045.08			
Phase 6 Infrastructure	£ 6,471,030.00			
Phase 7 Infrastructure	£ 258,841.20			
Phase 8 Infrastructure	£ 4,698,001.00			
Phase 9 Infrastructure	£ 384,300.04			
Phase 10 Infrastructure	£ 15,430,068.00			
Phase 11 Infrastructure	£ 612,000.72			
Phase 12 Infrastructure	£ 1,846,479.00			
Phase 13 Infrastructure	£ 119,822,055.38			
Sub Total	£ 18,137,619.79		£ 20,877,056.08	
Infrastructure	£ 1,000		£ 1,000	
Sub Total with Inflation	£ 18,137,619.79		£ 20,877,056.08	

EPP Costs				
Item	£			
Primary School (M in Cost)	£ 11,500,000.00			
BMS Monitoring	£ 9,840.00			
Mitigation for loss of loss of landscaping	£ 645,100.00			
Mitigation for loss of wildlife habitat	£ 3,300.00			
Improvements to links to public open space away from the site	£ 14,544.00			
Off-site Highway	£ 1,298,187.00			
Off-site Highway to Whitley	£ 988,000.00			
Secondary School Contribution	£ 1,872,000.00			
Public Bus Service Contribution	£ 182,870.35			
Bus Stop Improvements	£ 134,900.00			
Sub Total	£ 18,346,636.38		£ 2,984,922.23	
Infrastructure	£ 1,000		£ 1,000	
Sub Total with Inflation	£ 18,346,636.38		£ 2,984,922.23	

Professional Fees				
Item	£			
Planning Protection Cost	£ 1,850,000.00			
Infrastructure Professional Fees	£ 5,994,127.57			
Pre Construction Professional Fees	£ 5,950,907.37			
Construction Professional Fees	£ 6,984,806.11			
Sub Total	£ 20,860,841.05		£ 2,984,922.23	

Original Fees				
Item	£			
Land Sales and Marketing Costs	£ 45,000.00			
Sales and Marketing Costs	£ 16,375,300.42			
Land Sales Legal Fees	£ 1,000.00			
Sales Legal Fee	£ 1,014,000.00			
Sub Total	£ 27,841,300.42		£ 2,984,922.23	

Acquisition Costs				
Item	£			
Land Value	£ 16,300,000.00			
Stamp Duty	£ 794,535.00			
Agent Fee	£ 245,000.00			
Legal Fee	£ 128,800.00			
Sub Total	£ 17,368,335.00		£ 2,984,922.23	

Total Costs Before Finance £ **64,683,612**

Finance Cost				
Item	£			
Phase Interest Rate	£ 3,978,339.72			
Sub Total	£ 3,978,339.72		£ 5,975,705.14	

Total Costs £ **68,661,951.72**

Developer Margin				
Item	£			
18% OHS	£ 12,359,151.11			
12% OH	£ 8,239,690.23			
Sub Total	£ 20,598,841.34		£ 29,734,610.27	

Total OHP £ **20,598,841.34**

Total GDV £ **567,531,933.60**

Total Costs £ **68,661,951.72**

Phase Surplus £ **21.52**

Variance £ **-312,893.827**

R1	R2	R3	R4	R5	R6	R7	Community Centre Land
13.85%	17.76%	8.53%	16.03%	8.76%	25.64%	9.42%	

£ 75,839,846							
£ 31,842,821							
£ 45,106,964							
£ 90,058,656							
£ 43,824,346							
£ 141,539,358							
£ 58,739,273							
£ 1,500,000.00							
£ 75,839,846	£ 31,842,821	£ 45,106,964	£ 90,058,656	£ 43,824,346	£ 141,539,358	£ 58,739,273	£ 1,500,000.00

£ 1,508,670.19	£ 1,538,883.15	£ 584,885.85	£ 496,518.51	£ 748,891.31	£ 2,361,389.85	£ 1,079,452.49	
£ 1,507,666.12	£ 2,022,112.01	£ 731,450.00	£ 1,177,746.65	£ 681,123.70	£ 3,102,122.02	£ 1,418,400.51	
£ 3,481,336.31	£ 3,566,436.20	£ 1,376,379.83	£ 2,874,282.56	£ 1,735,614.61	£ 5,463,513.12	£ 2,497,515.51	
£ 79,211,182	£ 95,483,125	£ 48,485,284	£ 93,823,319	£ 45,639,380	£ 147,002,875	£ 59,229,789	£ 1,500,000

£ 35,051,303.80							
£ 41,623,955.70							
£ 20,033,136.78							
£ 40,708,893.40							
£ 19,091,789.68							
£ 62,941,779.80							
£ 26,023,562.89							
£ 1,051,538.11	£ 1,248,718.67	£ 600,094.76	£ 1,221,246.80	£ 571,553.10	£ 1,888,253.39	£ 780,718.89	
£ 36,182,842.91	£ 42,872,474.37	£ 20,624,153.46	£ 41,839,103.46	£ 19,623,323.69	£ 44,830,022.99	£ 26,804,481.79	

£ 421,733.42	£ 548,821.40	£ 259,877.21	£ 488,115.08	£ 267,487.08	£ 788,086.10	£ 287,811.68	
£ 772,926.88	£ 950,463.16	£ 475,851.37	£ 894,100.22	£ 489,666.98	£ 1,430,565.51	£ 525,759.99	
£ 770,294.49	£ 987,811.20	£ 474,365.70	£ 891,545.63	£ 498,564.41	£ 1,438,471.38	£ 524,238.20	
£ 3,542,166.00	£ 551,881.21	£ 293,959.92	£ 506,732.61	£ 277,783.84	£ 833,833.79	£ 297,873.31	
£ 1,520,000.00	£ 2,877,500.00	£ 997,500.00	£ 1,875,000.00	£ 1,627,500.00	£ 3,800,000.00	£ 1,132,500.00	
£ 2,794,872.00	£ 3,064,504.81	£ 1,472,204.41	£ 276,742.51	£ 514,644.78	£ 660,701.69	£ 162,704.63	
£ 269,841.15	£ 346,174.54	£ 168,211.77	£ 312,411.81	£ 171,212.68	£ 499,891.03	£ 185,709.91	
£ 337,683.42	£ 407,852.21	£ 193,633.16	£ 367,888.61	£ 212,466.68	£ 601,351.77	£ 238,264.21	
£ 1,481,538.46	£ 1,699,535.00	£ 812,243.59	£ 1,714,743.59	£ 639,579.49	£ 2,743,558.74	£ 1,008,269.23	
£ 1,747,922.22	£ 2,227,639.92	£ 1,069,536.45	£ 2,016,539.40	£ 1,101,746.82	£ 3,248,837.44	£ 1,182,387.76	
£ 106,766.18	£ 129,021.61	£ 62,645.76	£ 116,627.60	£ 61,912.82	£ 186,603.81	£ 68,576.61	
£ 328,738.82	£ 418,813.78	£ 201,187.88	£ 376,371.21	£ 207,237.82	£ 606,079.83	£ 222,364.47	
£ 9,771,521.80							
£ 370,889.84							
£ 5,598,750.00							
£ 383,955.00							
£ 3,951,127.00							
£ 158,045.08							
£ 6,471,030.00							
£ 258,841.20							
£ 4,698,001.00							
£ 384,300.04							
£ 15,430,068.00							
£ 612,000.72							
£ 1,846,479.00							
£ 119,822,055.38							
£ 18,137,619.79	£ 20,877,056.08	£ 9,340,036.19	£ 18,562,322.51	£ 10,186,544.37	£ 31,779,352.85	£ 13,065,819.54	
£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 1,000	
£ 18,137,619.79	£ 20,877,056.08	£ 9,340,036.19	£ 18,562,322.51	£ 10,186,544.37	£ 31,779,352.85	£ 13,065,819.54	

£ 1,509,220.77	£ 2,050,465.38	£ 984,711.64	£ 1,614,326.92	£ 2,061,538.46	£ 1,088,965.38		
£ 1,989.23	£ 1,549.22	£ 753.94	£ 1,179.14	£ 889.27	£ 2,213.59	£ 1,393.61	
£ 612,913.51	£ 516,861.12	£ 427,971.11	£ 619,671.71	£ 448,792.79	£ 1,250,661.48	£ 720,414.21	

APPENDIX 2
BASE APPRAISAL

Draft

GROSS DEVELOPMENT VALUE (GDV)						
Description	Units	NSA sq ft (each)	NSA sq ft (total)	£ per sq ft	£ each	£ total
MARKET VALUE						
Phase 1	181	1,417.20	256,514	263.32	373,178	67,545,266
Phase 2	233	1,297.94	302,420	268.53	348,536	81,208,843
Phase 3	112	1,300.99	145,711	274.02	356,499	39,927,903
Phase 4	210	1,421.44	298,503	271.92	386,519	81,168,936
Phase 5	115	1,189.10	136,747	279.94	332,882	38,281,461
Phase 6	336	1,367.82	459,588	273.67	374,333	125,775,908
Phase 7	123	1,562.89	192,236	265.31	414,647	51,001,633
Sub totals	1,310		1,791,719			484,909,950
MARKET VALUE - additional						
Phase 1	35	900.00	31,500	263.32	236,988	8,294,580
Phase 2	44	900.00	39,600	268.53	241,677	10,633,788
Phase 3	21	900.00	18,900	274.02	246,619	5,179,001
Phase 4	40	900.00	36,000	271.92	244,728	9,789,120
Phase 5	22	900.00	19,800	279.94	251,949	5,542,885
Phase 6	64	900.00	57,600	273.67	246,304	15,763,450
Phase 7	24	900.00	21,600	265.31	238,777	5,730,640
Sub totals	250		225,000			60,933,463
	Ha	Acres		Rate per acre		
Local centre land	0.58	1.43		1,046,624		1,500,000
Southern Roundabout					2,200,000	
Spine Road					557,121	
Butterfield Embankment					2,530,979	
Surface Water drainage					3,182,990	
Capitol Close Works					2,991,739	11,462,829
Grant funding - SCRIF				funding towards the new junctions being built		8,725,691
GDV TOTALS		Units	AH	Sq ft		GDV
		1,560	0	2,016,719		567,531,933
			0.00%			
GROSS DEVELOPMENT COSTS (GDC) - including land value and developer's profit						
Benchmark / Threshold Land Value						
Gross site area	75.04 Ha	185.42 acres		86,828 per gross acre		16,100,000
Net site area	50.65 Ha	125.16 acres		128,639 per net acre		
Purchase costs						
Purchase legals		0.80%		128,800		
Purchase agents		1.00%		161,000		
Stamp Duty Land Tax				794,500	1,084,300	17,184,300
Standard Construction						
Plot costs	2,016,719	sq ft GIA	at	109.54 per sq ft		220,901,316
Part L&F	1,560	units	at	4,750.00 per unit		7,410,000
Plot externals	7.50%	of build costs	or	136,816 per net acre		17,123,349
Contingency	3.00%	of build/external works costs			7,363,040	252,797,704
Abnormal Construction						
Northern roundabout (SCRIF)					3,045,838	
N. Strategic Spine Rd & Landscaping					5,579,186	
S. Strategic Spine Rd & Landscaping					5,563,238	
South Roundabout					3,162,166	
Residential Mains Services					11,700,000	
SI3 - SW Attenuation & Landscaping					1,726,872	
SI4 - SW Attenuation & Landscaping					1,949,575	
SI5 - SW Attenuation & Landscaping					2,294,412	
Capitol Cl. Off site works (SCRIF)					10,700,000	
Enabling Works Package					12,545,666	
Temporary works & reinstatement					727,755	
Infrastructure	Parcel	1			9,271,521	
Infrastructure	Parcel	2			9,598,750	

Infrastructure		Parcel	3				3,951,127	
Infrastructure		Parcel	4				6,471,030	
Infrastructure		Parcel	5				4,608,001	
Infrastructure		Parcel	6				15,430,068	
Infrastructure		Parcel	7				6,946,479	
Infrastructure contingency						4.0%	4,610,867	119,882,551
Professional Fees								
Architect, QS, Engineer etc	5.51%			of build costs				19,885,319
Planning Policy Contributions								
Primary school delivery							11,550,000	
Secondary contribution							1,872,000	
BNG Monitoring							9,940	
Lapwings							56,133	
Skylarks							3,300	
Public transport services							912,600	
Bus stops on link road							106,252	
Real time bus stops							28,700	
New PROW connections							74,544	
Offsite highways							1,236,167	
Offsite highways to Whinby Rd and Pogmoor Rd							500,000	16,349,636
Disposal								
Sales	3.00%			of GDV			16,375,302	
Legals - sales	1,560			units	at	650	each	1,014,000
Land sales marketing	3.00%			of GDV			45,000	
Land sales legals	0.50%			of GDV			7,500	17,441,802
Developer's Target Profit								
Market Value	18.03%			of GDV			94,517,781	
Commercial	18.03%			of GDV			270,386	
Affordable	18.03%			of GDV			3,874,466	98,662,633
TOTAL COSTS (EXCLUDING FINANCE)								542,203,946

APPENDIX 3
DISTRIBUTED COSTS

Draft

MU1 S106 Distributed Costs

The intention of this form is to establish the Base Appraisal for the MU1 Residential Proportion (Planning Ref:2021/1090) that outlines the financial metrics that support the S106 contributions and provides a framework for how these are to be reviewed at each subsequent RM planning application for a phase, in doing so to determine any market force movements which support a review of the financial contributions payable to Barnsey Council under the S106 Agreement.

R1	R2	R3	R4	R5	R6	R7	Community Centre Land
13.85%	17.76%	8.53%	18.03%	8.78%	25.64%	9.42%	

Revenue					
House Build Revenue	Units	sqft	£/sqft	Unit Price	GOV
Phase 1 - Residential (R1)	216	288,014	263.32	£ 351,110	£ 75,839,846
Phase 2 - Residential (R2)	277	342,021	268.53	£ 331,562	£ 91,842,631
Phase 3 - Residential (R3)	133	164,911	266.04	£ 336,150	£ 45,106,904
Phase 4 - Residential (R4)	250	334,502	277.20	£ 383,830	£ 90,958,056
Phase 5 - Residential (R5)	137	156,547	279.94	£ 319,886	£ 43,824,346
Phase 6 - Residential (R6)	400	517,188	276.86	£ 353,848	£ 141,539,358
Phase 7 - Residential (R7)	147	213,837	257.58	£ 385,934	£ 56,732,273
Local Centre Sale (C1)	1				£ 1,500,000
Revenue Sub Total	1560	2,016,720			£ 547,343,414

Additional Revenue	
SCRIP Grant	£ 8,725,691
Sterling Capital Rebate	£ 11,462,829
Additional Revenue Sub Total	£ 20,188,520

TOTAL REVENUE/REALISATION	£ 567,531,934
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Development Costs			
Standard Build Costs	sqft	Rate £/sqft	Cost
Phase 1 - Residential (R1)	288,014	121.7	£ 35,051,303.80
Phase 2 - Residential (R2)	342,021	121.7	£ 41,623,955.70
Phase 3 - Residential (R3)	164,911	121.7	£ 20,033,158.70
Phase 4 - Residential (R4)	334,502	121.7	£ 40,708,893.40
Phase 5 - Residential (R5)	156,547	121.7	£ 19,051,769.90
Phase 6 - Residential (R6)	517,188	121.7	£ 62,941,779.60
Phase 7 - Residential (R7)	213,837	121.7	£ 26,023,962.90
Standard Contingency @ 3%			£ 7,363,044.72
Sub Total	2,016,720		£ 252,797,866.72

Other Construction Costs	
Northern Roundabout (SCRIF)	£ 3,045,838.00
N Strategic Spine Road & Landscaping	£ 5,576,186.00
S Strategic Spine Road & Landscaping	£ 5,653,238.00
Southern Roundabout (SCRIF)	£ 3,162,166.00
Residential Mains Services	£ 11,700,000.00
S13 - SW Attenuation & Landscaping	£ 1,726,872.00
S14 - SW Attenuation & Landscaping	£ 1,949,575.00
S15 - SW Attenuation & Landscaping	£ 2,294,412.00
Capitol Close - Off Site Highway Works	£ 10,700,000.00
Enabling Works Package	£ 12,545,666.00
Temporary Works and Reinstatement	£ 727,755.00
Uplift in Cost for Regulatory Standards	
Infrastructure Contingency	4%
Phase 1 Infrastructure	£ 9,271,521.00
Phase 1 Infrastructure Contingency	4%
Phase 2 Infrastructure	£ 370,860.84
Phase 2 Infrastructure Contingency	4%
Phase 3 Infrastructure	£ 9,598,750.00
Phase 3 Infrastructure Contingency	4%
Phase 4 Infrastructure	£ 383,950.00
Phase 4 Infrastructure Contingency	4%
Phase 5 Infrastructure	£ 3,954,127.00
Phase 5 Infrastructure Contingency	4%
Phase 6 Infrastructure	£ 158,045.68
Phase 6 Infrastructure Contingency	4%
Phase 7 Infrastructure	£ 6,471,030.00
Phase 7 Infrastructure Contingency	4%
Phase 8 Infrastructure	£ 258,841.20
Phase 8 Infrastructure Contingency	4%
Phase 9 Infrastructure	£ 4,668,001.00
Phase 9 Infrastructure Contingency	4%
Phase 10 Infrastructure	£ 184,120.04
Phase 10 Infrastructure Contingency	4%
Phase 11 Infrastructure	£ 15,430,068.00
Phase 11 Infrastructure Contingency	4%
Phase 12 Infrastructure	£ 617,202.72
Phase 12 Infrastructure Contingency	4%
Sub Total	£ 119,882,551.36
Indexation	1.00
Sub Total with Indexation	£ 119,882,551.36

S106 Costs	
Primary School Build (All in Cost)	£ 11,550,000.00
BNG Monitoring	£ 9,940.00
Mitigation for loss of loss of lapwing habitat	£ 56,133.00
Mitigation for loss of skylark habitat	£ 3,300.00
Improvements to links to public rights of way outside the site	£ 74,544.00
Offsite Highways	£ 1,298,167.00
Offsite Highways to Whitby (est)	£ 500,000.00
Secondary School Contribution	£ 8,720,000.00
Public Bus Service Contribution	£ 912,600.00
Bus Stop Improvements	£ 134,952.00
Sub Total	£ 16,349,636.00
Indexation	1.00
Sub Total with Indexation	£ 16,349,636.00

Professional Fees	
Planning Promotion Cost	£ 1,850,000.00
Infrastructure Professional Fees	5% £ 594,127.57
Pie Construction Professional Fees	6% £ 5,055,957.37
Construction Professional Fees	3% £ 6,384,805.11
Sub Total	£ 19,884,890.06

Disposal Fees	
Land Sales and Marketing Costs	£ 45,000.00
Sales and Marketing Costs	£ 16,375,302.42
Land Sales Legal Fee	3% £ 7,500.00
Sales Legal Fee	650/un £ 1,014,000.00
Sub Total	£ 17,441,802.42

Acquisition Costs	
Land Value	£ 16,100,000.00
Stamp Duty	4.9% £ 794,535.00
Agent Fee	1.0% £ 161,000.00
Local Fee	0.8% £ 128,800.00
Sub Total	£ 17,184,335.00

Total Costs Before Finance	£ 443,541,084
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£ 75,839,846							
£ 91,842,631							
	£ 45,106,904						
		£ 90,958,056					
			£ 43,824,346				
				£ 141,539,358			
					£ 56,732,273		
						£ 1,500,000	
£ 75,839,846	£ 91,842,631	£ 45,106,904	£ 90,958,056	£ 43,824,346	£ 141,539,358	£ 56,732,273	£ 1,500,000

£ 1,504,070.19	£ 1,538,883.11	£ 594,885.85	£ 896,518.11	£ 749,891.31	£ 2,361,389.60	£ 1,079,452.49
£ 1,976,686.12	£ 2,021,611.20	£ 781,493.98	£ 1,177,744.45	£ 985,122.70	£ 3,102,127.52	£ 1,418,063.03
£ 3,481,336.31	£ 3,560,494.30	£ 1,376,379.83	£ 2,074,262.56	£ 1,735,014.01	£ 5,463,517.12	£ 2,497,515.51

£ 79,321,162	£ 95,463,125	£ 46,483,284	£ 93,632,319	£ 45,559,360	£ 147,002,875	£ 59,229,789	£ 1,500,000
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£ 35,051,303.80							
£ 41,623,955.70							
	£ 20,033,158.70						
		£ 40,708,893.40					
			£ 19,051,769.90				
				£ 62,941,779.60			
					£ 26,023,962.90		
£ 1,051,638.11	£ 1,340,718.67	£ 600,984.76	£ 1,221,268.80	£ 571,553.10	£ 1,888,253.39	£ 780,718.89	
£ 36,102,842.41	£ 42,872,674.97	£ 20,634,153.46	£ 41,930,166.20	£ 19,633,832.60	£ 64,830,932.99	£ 26,804,681.79	

£ 421,731.42	£ 540,831.49	£ 259,677.21	£ 488,115.96	£ 267,487.06	£ 780,984.10	£ 287,011.66
£ 772,502.68	£ 990,663.16	£ 475,661.67	£ 894,100.32	£ 499,968.68	£ 1,430,560.51	£ 525,730.99
£ 770,294.49	£ 987,831.36	£ 474,301.70	£ 891,544.55	£ 488,566.41	£ 1,426,471.28	£ 524,228.20
£ 437,838.37	£ 561,487.17	£ 289,594.92	£ 506,757.37	£ 277,703.04	£ 810,811.79	£ 297,873.33
£ 1,620,000.00	£ 2,077,500.00	£ 997,500.00	£ 1,675,000.00	£ 1,027,500.00	£ 3,000,000.00	£ 1,102,500.00
£ 239,105.35	£ 306,539.68	£ 147,259.91	£ 278,342.21	£ 151,654.78	£ 442,787.89	£ 160,274.48
£ 269,941.15	£ 346,174.54	£ 166,213.77	£ 312,431.89	£ 171,212.68	£ 499,891.03	£ 183,709.95
£ 317,887.82	£ 407,405.21	£ 205,613.33	£ 387,694.23	£ 201,494.44	£ 588,310.77	£ 216,204.21
£ 1,481,538.48	£ 1,899,935.90	£ 912,243.59	£ 1,714,743.59	£ 939,679.49	£ 2,743,589.74	£ 1,008,269.23
£ 12,545,666.00	£ 2,277,599.92	£ 1,089,598.45	£ 2,910,523.40	£ 1,101,786.82	£ 3,216,837.44	£ 1,187,876.76
£ 100,796.08	£ 120,223.16	£ 62,845.78	£ 116,627.85	£ 63,511.82	£ 188,903.85	£ 68,576.91
£ 326,739.92	£ 419,013.70	£ 201,187.08	£ 378,171.21	£ 207,237.82	£ 605,073.93	£ 222,364.67
£ 9,271,521.00						
£ 370,860.84						
£ 9,598,750.00						
£ 383,950.00						
		£ 3,954,127.00				
		£ 158,045.68				
			£ 6,471,030.00			
			£ 258,841.20			
				£ 4,668,001.00		
				£ 184,120.04		
					£ 15,430,068.00	
					£ 617,202.72	
						£ 6,946,479.00
						£ 277,899.18
						£ 119,882,551.36
£ 18,137,619.79	£ 20,877,656.68	£ 9,340,636.19	£ 16,562,322.53	£ 10,180,634.37	£ 31,779,192.85	£ 13,005,819.54
1.00	1.00	1.00	1.00	1.00	1.00	1.00
£ 18,137,619.79	£ 20,877,656.68	£ 9,340,636.19	£ 16,562,322.53	£ 10,180,634.37	£ 31,779,192.85	£ 13,005,819.54

£ 1,599,230.77	£ 2,050,865.38	£ 984,711.54	£ 1,850,961.54	£ 1,014,326.92	£ 2,961,538.46	£ 1,088,265.38
£ 9,940.00	£ 1,549.22	£ 753.94	£ 1,179.14	£ 858.27	£ 2,213.59	£ 1,399.61
£ 11,116.53	£ 8,749.67	£ 4,257.81	£ 6,658.77	£ 4,046.79	£ 12,500.48	£ 7,804.14
£ 659.41	£ 514.33	£ 250.30	£ 391.46	£ 284.54	£ 734.89	£ 464.66
£ 14,895.26	£ 11,618.26	£ 5,654.12	£ 8,842.87	£ 6,436.54	£ 16,600.87	£ 10,496.29
£ 247,013.07	£ 192,665.30	£ 93,762.15	£ 148,641.06	£ 106,737.07	£ 275,288.60	£ 174,659.76
£ 500,000.00	£ 77,509.51	£ 37,624.55	£ 59,312.80	£ 43,172.59	£ 114,347.98	£ 70,403.61
£ 374,006.34	£ 291,794.33	£ 141,989.50	£ 222,067.14	£ 161,638.18	£ 416,985.93	£ 263,388.68
£ 182,357.35	£ 142,235.11	£ 69,219.88	£ 108,257.73	£ 78,786.11	£ 203,231.75	£ 128,499.57
£ 26,966.34	£ 21,033.22	£ 10,235.99	£ 16,008.76	£ 11,652.46	£ 30,053.18	£ 19,002.05
£ 2,558,302.18	£ 2,798,922.33	£ 1,348,759.58	£ 2,420,321.27	£ 1,428,752.37	£ 4,030,394.92	£ 1,764,183.35
1.00	1.00	1.00	1.00	1.00	1.00	1.00
£ 2,558,302.18	£ 2,798,922.33	£ 1,348,759.58	£ 2,420,321.27	£ 1,428,752.37	£ 4,030,394.92	£ 1,764,183.35

£ 258,153.85	£ 329,493.59	£ 157,724.38	£ 296,474.38	£ 162,467.85	£ 474,358.97	£ 174,326.92
£ 906,899.99	£ 1,043,852.80	£ 467,001.81	£ 828,116.13	£ 509,025.22	£ 1,588,959.84	£ 650,290.58
£ 722,056.86	£ 857,453.49	£ 412,683.07	£ 838,603.20	£ 392,466.46	£ 1,296,600.66	£ 536,993.64
£ 697,521.55	£ 1,184,571.99	£ 570,121.66</				

The COMMON SEAL of)
BARNSELY COUNCIL)
was hereto affixed in the presence of :)

Authorised Signatory:

EXECUTED as a DEED by STRATA)
STERLING BARNSELY WEST LIMITED)
acting by one Director:)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

EXECUTED as a DEED)
By _____, a Director)
of **FPY NOMINEES 1 LIMITED** in the)
presence of:)

Witness Signature:

Witness Name:

Witness Address:

.....

.....

Witness Occupation:



EXECUTED as a DEED)

By _____, a Director)

of **FPY NOMINEES 2 LIMITED** in the)

presence of:)

Witness Signature:

Witness Name:

Witness Address:

.....

.....

Witness Occupation:

SIGNED as a DEED by)

JOHN EDWARD BUTTERFIELD)

in the presence of:)

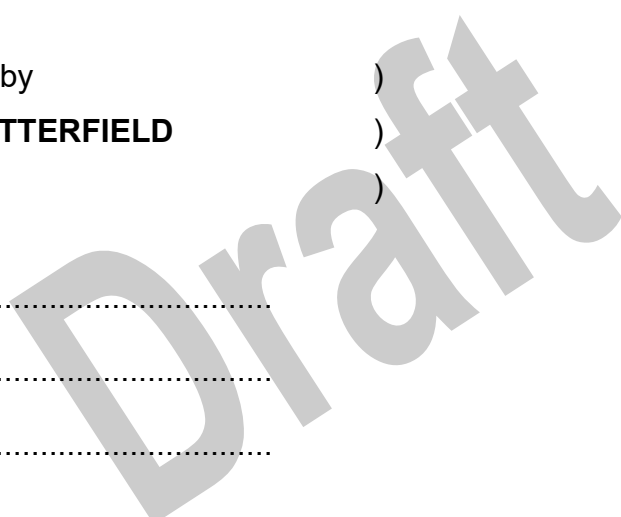
Witness signature

Witness name.....

Witness address.....

.....

Witness occupation



SIGNED as a **DEED** by)
ANDREW BUTTERFIELD)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

SIGNED as a **DEED** by)
ROBERT JAMES BUTTERFIELD)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

Draft

SIGNED as a **DEED** by)
DIANE BUTTERFIELD)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

SIGNED as a **DEED** by)
DAVID WARNER STOCKDALE)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

Draft

SIGNED as a **DEED** by)
AMANDA JAYNE FLETCHER)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

SIGNED as a **DEED** by)
DAVID JAMES MAYNE)
in the presence of:)

Witness signature

Witness name.....

Witness address

.....

Witness occupation

Draft