DATED 27th February 2017

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

SAUL CONSTRUCTION LIMITED

DEED OF VARIATION

Pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 (as amended) relating to development on land at Brierley Hall, Church Street, Brierley, Barnsley in the County of South Yorkshire

A.C. Frosdick, LL.B. DipLG
Director of Legal and Governance
Town Hall
Barnsley
S70 2TA

THIS DEED OF VARIATION is made the 22nd day of February Two Thousand and Seventeen

BETWEEN

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

(2) **SAUL CONSTRUCTION LIMITED** (CRN: 01106632) whose registered office is situate at Burtonwood Office Park Brierley Common Barnsley South Yorkshire S72 9ET ("the Owner") of the second part and

RECITALS

(1) This Deed of Variation ("the Second Variation Agreement") is supplemental to an agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 between (1) the Council and (2) the Owner dated 18 May 2012 ("the Original Section 106 Agreement") and a Deed of Variation pursuant to section 106 and section 106A of the Town and Country Planning Act 1990 between (1) the Council and (2) the Owner dated 23rd February 2016 ("the First Variation Agreement") in respect of land at Brierley Hall Church Street, Brierley, Barnsley ("the Land").

(2) The Owner is the registered proprietor with Title Absolute of the Land under Land Registry Title Number SYK564527 subject to a charge in favour of the Homes and Communities Agency dated 14 June 2013. The Owner is the registered proprietor with title absolute of the Additional Land under Land Registry title number SYK636739

(3) This Deed of Variation seeks to amend plot 32 of the Development and include land additional to that subject to the Original Section 106 Agreement; such additional land is shown for identification purposes on the attached Plan 1 to this

Deed ("the Additional Land"). The intent of the Parties is that the obligations in the Original Section 106 Agreement the First Variation Agreement and the Second Variation Agreement apply to the Land and the Additional Land

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

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1 Variation

1.1 It is hereby agreed between the parties to this Second Variation Agreement that the Original Section 106 Agreement is varied in the manner set out in the Schedule to this Deed of Variation and the Original Section 106 Agreement (as amended) shall remain in full force and effect and the amendments contained in this Second Variation Agreement shall take effect as if they were included in the Original Section 106 Agreement.

1.2 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which section 111 of the Local Government Act 1972, Section 106 and Section 106A of the Town and Country Planning Act 1990 and all other powers so enabling are to apply.

1.3 This Deed of Variation contains planning obligations made pursuant to Section 106 and varied pursuant to Section 106A of the Town and Country Planning Act 1990 which are enforceable by the Council and shall bind the Land and the Additional Land.

1.4 The provisions of this Deed of Variation shall have immediate effect upon the completion of this Deed.

2 Miscellaneous

2.1 The Owner agrees to pay the Council's legal fees in respect of the drafting, negotiation and completion of this Deed of Variation in the sum of £375.

Schedule

The parties hereby mutually agree to vary and supplement the terms of the Original Section 106 Agreement (as amended) so that the Original Section 106 Agreement (as amended) shall from and including the date of this Deed of Variation be read and construed as follows:

1. The definitions section of the Original Section 106 Agreement (clause 1) shall be amended so as to include the following additional definition

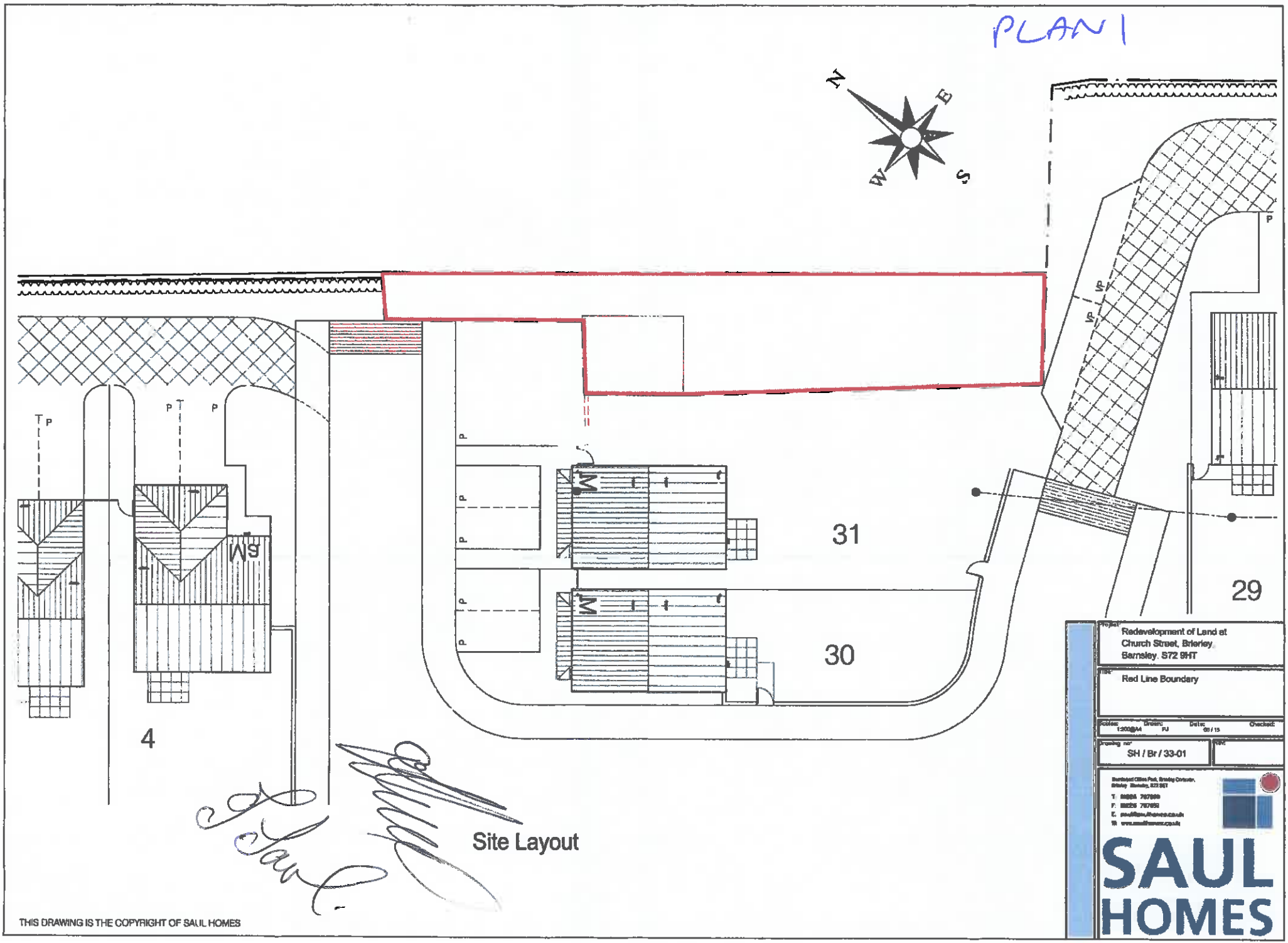
   ""**Greenspace Commuted Sum"** – means the sum of £2,500 (two thousand five hundred pounds only) to be applied towards the provision improvement or maintenance of greenspace within the vicinity of the Land or Additional Land or elsewhere within the administrative area of Brierley Town Council "

   "**Second Variation Agreement**" means the second deed of variation under section 106 and 106 A of the Town and Country Planning Act 1990 made between the Council and the Owner supplemental to this Agreement

2. An additional paragraph 1.1 shall be added to the Second Schedule of the Original Section 106 Agreement as follows:

   "The Owner shall pay the Council the Greenspace Commuted Sum within seven days of the date of the Second Variation Agreement"

PLAN 1



THIS DRAWING IS THE COPYRIGHT OF SAUL HOMES

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

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

Director of Legal and Governance/Authorised Signatory

PRS 24.11.15 MA 33(i)

No. 213 IN REGISTER

EXECUTED as a **DEED** by **SAUL CONSTRUCTION LIMITED**)

Acting by

Director

Director/Secretary