DATED 19 January 2015

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

JAGUAR ESTATES LIMITED AND WORTLEY 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 off Bridge Lane Thurnscoe 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 19th day of January Two Thousand and Fifteen

BETWEEN

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

(2) **JAGUAR ESTATES LIMITED** (CRN: 2190562) whose registered office is The Griffin 8 Town End Road Sheffield South Yorkshire S35 9YY AND **WORTLEY CONSTRUCTION LIMITED** (CRN: 01048904) whose registered office is situate at Unit 1 Wortley Court Fall Bank Industrial Estate Dodworth S75 3LS ("the Owner") of the second part

RECITALS

(1) This Deed of Variation is supplemental to an agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 between (1) the Council and (2) the Owner dated 21 March 2013 ("the Original Section 106 Agreement") as varied by a deed of variation between (1) the Council and (2) the Owner dated 27 March 2014.

(2) The Owner is the registered proprietor with Title Absolute under title number SYK381004 of the Land that was subject to the Original Section 106 Agreement.

(3) The Owner has submitted an application to the Council to vary condition 3 of planning permission 2012/1135 to replace 10 of the permitted houses with 8 bungalows and this application is known to the Council by reference 2014/0918.

(4) The Council is minded to grant planning permission pursuant to this updated planning application subject to completion of this Deed of Variation without which the planning permission would not be granted. The purpose of this Deed of Variation is

to ensure that the obligations contained within the Original Section 106 Agreement shall also apply to any development undertaken under a planning permission granted by the Council under reference 2014/0918.

(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 Deed of Variation 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 shall remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they were included in the Original Section 106 Agreement.

1.2 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which section 111 of the Local Government Act 1972, Section 106 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.

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

2 Miscellaneous

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

Schedule

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

1 The wording "or the Planning Permission together with the Second Planning Permission" shall be added to the end of the definition of "the Development" contained in Clause 1.

2 The following definition shall be added to clause 1:

"the Second Planning Permission means the planning permission granted under planning reference number 2014/0918 which varies the development permitted under the Planning Permission by replacing 10 of the permitted houses with 8 bungalows;"

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

EXECUTED AS A DEED by **WORTLEY CONSTRUCTION LIMITED** acting by:)

Director

Director/Secretary

EXECUTED AS A DEED by **JAGUAR ESTATES LIMITED** acting by:)

Director

Director/Secretary

DATED 2015

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

JAGUAR ESTATES LIMITED AND WORTLEY CONSTRUCTION LIMITED

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

THIS DEED OF VARIATION is made the day of Two Thousand and Fifteen

BETWEEN

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(2) **JAGUAR ESTATES LIMITED** (CRN: 2190562) whose registered office is The Griffin 8 Town End Road Sheffield South Yorkshire S35 9YY AND **WORTLEY CONSTRUCTION LIMITED** (CRN: 01048904) whose registered office is situate at Unit 1 Wortley Court Fall Bank Industrial Estate Dodworth S75 3LS ("the Owner") of the second part

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(4) The Council is minded to grant planning permission pursuant to this updated planning application subject to completion of this Deed of Variation without which the planning permission would not be granted. The purpose of this Deed of Variation is

to ensure that the obligations contained within the Original Section 106 Agreement shall also apply to any development undertaken under a planning permission granted by the Council under reference 2014/0918.

(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.

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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 of the Town and Country Planning Act 1990 and all other powers so enabling are to apply.

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Director of Legal and Governance / Authorised Signatory

No. 1249
IN REGISTER

EXECUTED AS A DEED by **WORTLEY CONSTRUCTION LIMITED** acting by:)

Director

Director/Secretary

Y.C.Addy

EXECUTED AS A DEED by **JAGUAR ESTATES LIMITED** acting by:)

Director

Director/Secretary