

Dated 27th April

2018

**RICHARD ERNEST BARKER and JOHN ANDREW NICHOLSON (1)**

**MATTHEW BLAIR WOOD and EMMA LOUISE WRIGHT (2)**

**PERSIMMON HOMES LIMITED (3)**

**BARNSELY METROPOLITAN BOROUGH COUNCIL (4)**

Planning Obligation made pursuant to section 106 of the Town and Country  
Planning Act 1990 relating to land at Lundhill Road, Wombwell, Barnsley, South Yorkshire

**LB & Co Limited  
Linton House  
Avenue des Hirondelles  
Pool in Wharfedale  
Leeds LS21 1EY**



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THIS DEED is dated

27th April

2018

- (1) **RICHARD ERNEST BARKER and JOHN ANDREW NICHOLSON** of Barker Gotelee LLP, 41 Barrack Square, Martlesham Heath, Ipswich IP5 3RF ("the First Owners")
- (2) **MATTHEW BLAIR WOOD** of 27 Bellscroft, Wombwell S73 0UZ and **EMMA LOUISE WRIGHT** of 6 Hooper View, Barnsley S73 0SH ("the Second Owners")
- (3) **PERSIMMON HOMES LIMITED** (company number 04108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("the Developer")
- (4) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of the Town Hall, Church Street, Barnsley S70 2TA (the "Council")

### BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 the area in which the Property is situated.
- (B) The First Owners are the freehold owners of part of the Property under Title number SYK539158.
- (C) The Second Owners ~~are the~~ <sup>have applied for and are entitled to be registered as</sup> freehold owners of part of the Property under title number SYK116933.
- (D) The Developer has entered into an option agreement dated 17 July 2017 with the First Owners to purchase the Property under Title number SYK539158.
- (E) The Developer has entered into an option agreement dated 19 November 2013 with Eric and Barbara Wood to purchase the Property under Title number SYK116933 who were the previous freehold owners of that part of the Property and the Second Landowners entered into a Deed of Covenant dated 14 August 2017 with the Developer agreeing that the said option agreement would remain in full force.
- (F) The Planning Application was submitted to the Council by the Developer who is proposing to carry out the Development.
- (G) The Council has resolved to grant Planning Permission for the Development subject to the prior completion of this deed.
- (H) The Owners and Developer by entering into this deed do so to create planning obligations in respect of the Property and each part of it in favour of the Council pursuant to section 106

of the TCPA 1990 and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.

## 1. AGREED TERMS

1.1 The definitions and rules of interpretation in this clause apply in this deed and have the following meanings:

**Affordable Housing:** those residential units to be made available to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it)

**Affordable Housing Contribution:** the payment to be made in lieu of the provision of any of the on-site Affordable Units (or a full complement thereof), being a sum equal to the difference between:  
(1) the open market value of the Affordable Units required to be provided under this Agreement;  
and

(2) the Affordable Price

The Affordable Housing Contribution is to be calculated at the date the Affordable Housing Contribution is due and to be agreed between the Owners and the Council in accordance with this definition (such agreement not to be unreasonably withheld or delayed)

AND the Affordable Housing Contribution is to be used by the Council in lieu of the provision or part provision of Affordable Housing on the Land for the provision of or improvements to existing Affordable Housing elsewhere within a 5 mile radius of the Land

**Affordable Intermediate Housing Units:** Affordable Units comprising of four Dwellings (2 x Brampton (2 bedroom house) and 2 x Bickleigh (3 bedroom house) such properties are to be made available as Intermediate Housing to persons in accordance with the Registered Provider's policy

**Affordable Price:** means a price that is financially viable for a Registered Provider to be able to purchase an Affordable Housing Unit taking into account Annex C (as updated by the Council from time to time) in relation to rent chargeable and prices paid by Registered Providers under the tables "Intermediate sale/rent Housing in other areas within the Borough" and "Affordable Rented Housing in other areas within the Borough"

**Affordable Rented Housing** has the same meaning as the definition in Annex 2 of the National Planning Policy Framework

**Affordable Units:** Affordable Housing comprising 19 (nineteen) Dwellings as detailed on the Schedule of Affordable Housing Accommodation annexed hereto at Annex B and shown on Plan 1 or in some other location or some other mix and type to be agreed in writing with the Council before the

Commencement of Development (such agreement not to be unreasonably withheld or delayed) and "Affordable Unit" shall mean any one of the Affordable Units

**Alternative Registered Provider:** such other Registered Provider as shall be nominated by the Council

**Chargee:** means any mortgagee or charge of the Registered Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56 (4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works, site clearance, ground investigations, remedial work in respect of contamination and any other adverse ground conditions, site survey works, temporary access, construction works, diversion and laying out of services, archaeological investigation and erection of any fences, hoardings and advertisements around the Property. **Commence** and **Commences** shall be construed accordingly

**Commencement Date:** the date Development Commences

**Covenantors:** the Owners and Developer together

**Development:** the development of the Property authorised by the Planning Permission

**Dwelling:** a dwelling (including a house, apartment or maisonette) to be constructed pursuant to the Planning Permission.

**Education Contribution:** the sum of Four Hundred and Forty Thousand One Hundred and Sixty Pounds (£440,160.00) being a contribution towards the provision or improvement and maintenance thereafter of primary school accommodation within two miles of the boundary of the Property and for no other purpose payable in accordance with paragraph 1 of Schedule 1 to this deed.

**Footpath Contribution:** a sum of Thirty One Thousand Pounds (£31,000.00) being a contribution towards the provision and/or upgrade of two existing footpaths as shown on Plan 2 and their maintenance thereafter and/or other improvements to the footpath network that either reduce the walking distances to Wombwell town centre from the Property or reduce walking distances to bus stops on Brampton Road from the Property

**Index:** the All Items Index of Retail Prices issued by the Office of National Statistics or any successor index issued by any successor organisation

**Index Linked:** increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Index that applied immediately preceding the date the payment is due.

**B=** the figure for the Index that applied when the index was last published prior to the date of this deed.

**Interest:** interest at the rate of 4% above the Base Rate for the time being of Barclays Bank Plc

**Intermediate Housing** has the same meaning as the definition in Annex 2 of the National Planning Policy Framework

**Market Dwellings:** Dwellings that are not Affordable Units

**Occupation and Occupied:** occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

**Open Market Value:** the best price as determined (not more than 3 months before the marketing of the land and/or buildings to which the term relates) by an independent Fellow or Member of the Royal Institution of Chartered Surveyors at which a disposal might reasonably be expected to have been completed unconditionally on the date of that valuation assuming

- (i) a willing seller;
- (ii) that prior to the date of valuation there has been a reasonable period (having regard to the nature of the relevant Dwelling and the state of the market) for the proper marketing of the Disposal including but not limited to agreement of price and terms and for the completion of the Disposal;
- (iii) the state of the market level of values and other relevant circumstances;
- (iv) that no account is taken of any additional bid by a purchaser with a special interest; and
- (v) that any extras such as higher specification fittings are disregarded when the Dwelling is first marketed as new build;
- (vi) that the restrictions imposed on the Dwelling by virtue of this undertaking are disregarded

**Owners:** the First Owners and the Second Owners together

**Plan 1:** the plan attached to this deed at Annex A and marked "Plan 1"

**Plan 2:** the plan attached to this deed at Annex A and marked "Plan 2"

**Planning Application:** the application for full planning permission for the residential development of the Property, application reference 2017/1001

**Planning Permission:** the planning permission to be granted in respect of the Planning Application

**Practical Completion** means either:

1. the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations and is completed so as to be fit for habitation as a residential housing unit; or
2. the issue of buildmark cover note by the National House-Building Council

**Property:** the land to the east side of Lundhill Road, Wombwell, Barnsley, S73 0RL shown edged red on Plan 1 and which is registered at HM Land Registry with absolute title under title numbers SYK539158 and SYK11693.

**Protected Tenant** means any tenant including their successors in title, charges, mortgagees, receivers and administrative receivers) who:

- a. has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or acquires the relevant Affordable Housing Unit pursuant to a voluntary sales policy of his landlord;; or
- b. has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- c. has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit

**Public Open Space Contribution:** the sum of One Hundred and Ninety-Six Thousand and Seven Hundred and Ninety Eight Pounds and Ninety Pence (£196,798.90) towards the provision or improvement and subsequent maintenance of children's equipped play within three kilometres of the Property and/or formal recreation within three kilometres of the Property and/or formal recreation elsewhere within the Borough if it is district or borough level formal recreation green space likely to be used by those occupying or affected by the Development

**Registered Provider:** means any one or more of the registered providers in Annex D or any other registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendments, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as may be proposed by the Owners/Developer and approved by the Council

**Social Rented Housing** has the same meaning as the definition in Annex 2 of the National Planning Policy Framework

**Social Rented Housing Units:** Affordable Units comprising 15 (fifteen) Dwellings (3 x Brampton (2 bedroom house), 8 x Bickleigh (3 bedroom house) 1 x Willow (2 bedroom house) and 3 x Willow (2 bedroom bungalow)) such properties are to be made available as Social Rented Housing or Affordable Rented Housing to persons in accordance with the Registered Provider's policy

**TCPA 1990:** Town and Country Planning Act 1990 (as amended)

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax

**Working Day:** a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business

1.2 Clause headings shall not affect the interpretation of this deed

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.11 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.

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

1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. STATUTORY PROVISIONS**

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owners and Developer with the intention that they bind the interests held by those persons in the Property and their respective successors in title and assigns (apart from any land held by statutory undertakers as operational land who may become a successor in title or assign of the Owners or which takes an interest in the Property and for the avoidance of doubt those parties shall not be liable for any breach of a covenants, restrictions or obligations contained in this deed).

2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

## **3. CONDITIONALITY**

3.1 This deed is conditional on:

3.1.1 the grant and issue of the Planning Permission: and

3.1.2 the Commencement of Development unless the context expressly states otherwise.

## **4. COVENANTS TO THE COUNCIL**

The Covenantors covenant with the Council to observe and perform the covenants, restrictions and obligations contained in Schedules 1 and 2.

## **5. COVENANTS BY THE COUNCIL**

The Council covenants with the Covenantors to observe and perform the covenants, restrictions and obligations contained in Schedule 3.

## **6. INDEXATION**

6.1 All financial contributions payable to the Council shall be Index Linked from the date of the Planning Permission until the date the contribution is paid.

6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Developer or Owners in writing.

## **7. MISCELLANEOUS**

7.1 No party shall be bound by the terms of this deed or be liable for any breach of a covenant, restriction or obligation contained in this deed occurring after it has parted with all of its interest in the Property or the part in respect of which such breach occurs, except in respect of any breach subsisting prior to parting with such interest.

7.2 This deed shall not be binding upon the owner-occupiers or tenants of the Dwellings nor upon the Registered Provider (save for the obligations in Schedule 2) nor against a mortgagee or chargee of the Affordable Units or any person acquiring the same under a statutory right to acquire the same nor any statutory undertaker which has an interest in any of the Property for the purposes of this deed .

7.3 Insofar as any Clause or Clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality, or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this deed.

7.4 This deed is a local land charge.

7.5 In the event that the Planning Permission is varied pursuant to section 96A of the 1990 Act this deed shall continue in full force in respect of the Planning Permission.

## **8. DETERMINATION OF DEED**

The obligations in this deed (with the exception of clause 9) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires; or
- (b) is varied or revoked other than at the request of the Developer or Owners other than variation under section 96A of the 1990 Act ; or
- (c) is quashed following a successful legal challenge.

**9. COUNCIL'S COSTS**

The Developer shall pay to the Council the Council's reasonable and proper legal costs of £1,000 incurred in connection with the preparation and negotiation of this deed.

**10. REASONABLENESS**

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

**11. CANCELLATION OF ENTRIES**

11.1 On the written request of the Developer or Owners at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

11.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause the Council will on the written request of the Developer cancel all entries made in the local land charges register in respect of this deed.

**12. DISPUTES**

12.1 If any dispute as to the sums payable under the Affordable Price or Affordable Housing Contribution arise out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction), then equally; or

12.2 If any dispute as to the construction or interpretation of this deed or any of the Affordable Housing provisions in Schedule 2 (save for the matters referred to in clause 12.1 above) arises out of this deed, the dispute shall be referred to the determination of an independent leading Counsel (of not less than 7 year's call) as an arbitrator agreed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Law Society. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction), then equally.

**13. INTEREST**

Where any sum or amount has not been paid to the Council by the date on which it is due, the Developer or Owners shall pay the Council Interest on that amount for the period from the due date to and including the date of payment.

**14. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

**15. WAIVER**

No waiver (whether express or implied) by the Council of any breach or default by the Developer or Owners in performing or observing any of the covenants, restrictions or obligations of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this deed or acting on any subsequent breach or default of this deed.

**16. FUTURE PERMISSIONS**

Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

**17. NOTICES**

17.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) Council: Barnsley Council, Town Hall, Church Street, Barnsley S70 2TA
- (b) Developer: Persimmon Homes Limited, Persimmon House, Fulford, York YO19 4FE or as otherwise specified by the relevant person by notice in writing to each other person.
- (c) Owners: at the addresses shown above on page 1

17.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;

(b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

#### **18. THIRD PARTY RIGHTS**

No person other than a party to this deed and their respective successors and permitted assigns shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### **19. VALUE ADDED TAX**

All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.

#### **20. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

## **Schedule 1**

### **DEVELOPER AND OWNERS' COVENANTS**

The Covenantors covenant with the Council:

1. To pay to the Council the Education Contribution on the following terms:
  - 1.1 25% of the Education Contribution prior to Occupation of the first Dwelling
  - 1.2 25% of the Education Contribution prior to Occupation of the 50<sup>th</sup> Dwelling
  - 1.3 25% of the Education Contribution prior to Occupation of the 100<sup>th</sup> Dwelling
  - 1.4 25% of the Education Contribution prior to Occupation of the 135<sup>th</sup> Dwelling
  
2. To pay to the Council the Public Open Space Contribution on the following terms:
  - 2.1 25% of the Public Open Space Contribution prior to Occupation of the first Dwelling
  - 2.2 25% of the Public Open Space Contribution prior to Occupation of the 50<sup>th</sup> Dwelling
  - 2.3 25% of the Public Open Space Contribution prior to Occupation of the 100<sup>th</sup> Dwelling
  - 2.4 25% of the Public Open Space Contribution prior to Occupation of the 135<sup>th</sup> Dwelling
  
3. To pay to the Council the Footpath Contribution on Commencement of the Development

## Schedule 2

### AFFORDABLE HOUSING PROVISIONS

#### 1. AFFORDABLE HOUSING

The Covenantors covenant with the Council:-

- 1.1 Subject to the other terms in this Schedule to only use and occupy the Social Rented Housing Units for the purposes of Social Rented Housing or Affordable Rented Housing and the Affordable Intermediate Housing Units for the purpose of Intermediate Housing and not to permit in excess of
  - 1.1.1 50 of the Market Dwellings to be Occupied until 11 Affordable Units have been built to Practical Completion and transferred to the Registered Provider or Alternative Registered Provider.
  - 1.1.2 100 of the Market Dwellings to be Occupied until all the Affordable Units have been built to Practical Completion and transferred to the Registered Provider or Alternative Registered Provider.
- 1.2 If the Registered Provider or the Alternative Registered Provider shall not confirm in writing to the Owners or Developer its willingness subject to contract to accept the Affordable Unit(s) at the Affordable Price within six (6) calendar months of Practical Completion of that Affordable Unit(s) on reasonable terms then the Council upon receipt of notice in writing from the Owners or Developer to that effect shall as soon as reasonably practicable nominate another Registered Provider and this provision may be repeated as often as is necessary (subject to Clause 1.3 below) until such time as one of the nominated Registered Provider shall have confirmed its willingness subject to contract to purchase the Affordable Units at the Affordable Price.
- 1.3 If neither the Registered Provider or Alternative Registered Providers shall have confirmed its willingness subject to contract to purchase the Affordable Unit(s) at the Affordable Price within a period of twelve (12) calendar months from Practical Completion of that Affordable Housing Unit(s) on reasonable terms and the Owners shall have produced evidence in writing to the reasonable satisfaction of the Council that it has made reasonable endeavours to secure acceptance of the Affordable Units by the Registered Provider or Alternative Registered Provider then the Owners will be free to offer such Dwellings for sale on the open market free from the provisions of this Schedule 2 but the provisions of paragraphs 1.5 and 1.6 of this Schedule 2 shall apply

- 1.4 If the Registered Provider or Alternative Registered Provider after confirming its willingness to purchase the Affordable Units does not then contract to buy the Affordable Units within three (3) months from the delivery of the complete package of contract documentation to the Registered Provider's solicitor or the Solicitor of the Alternative Registered Provider then:-
- 1.4.1 if a period of fifteen (15) calendar months from Practical Completion of the Affordable Units has expired the Owners will be free to offer the Affordable Units for sale on the open market and the provisions of this Schedule 2 shall no longer apply except the provisions of Clauses 1.5 and 1.6 below
- 1.4.2 in any other circumstances the provisions of Clause 1.3 shall continue to apply
- 1.5 In the event that the Owners are free to offer the Affordable Units for sale on the open market pursuant to Clause 1.3 or 1.4.1 hereof the Owners shall within 28 (twenty eight) days thereof pay to the Council the Affordable Housing Contribution as Index Linked.
- 1.6 The open market value of the Affordable Units shall be determined in the first instance between the Owners or Developer and the Council and in default of such determination as described in the definition of Open Market Value.

#### **Mortgagee In Possession and Tenants of Affordable Housing**

- 7.1 The obligations in this Deed shall not be binding on:
- 1.7.1 any Protected Tenant or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees or receivers of administrative receivers
- 1.7.2 any Chargee, subject to paragraph 1.8, or
- 1.7.3 any purchaser from a mortgagee or chargee, of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any person deriving title from that individual mortgagor.
- 1.8 A Chargee shall prior to seeking to dispose of any Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 30 Days prior notice to the Council of its intention to dispose and:
- 1.8.1 in the event that the Council responds within 30 Days from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a

way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and shall use its reasonable t endeavours to secure such transfer;

**1.8.2** if the Council does not serve its response to the notice served under paragraph 1.8.1 of this Schedule within 30 Days then the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule;

**1.8.3** if the Council or any other person cannot within 30 Days of the date of service of its response under paragraph 1.8.1 of this Schedule secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.8 of this Schedule the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule PROVIDED THAT at all times the rights and obligations in this paragraph 1.8 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must have due regard to the interest of the Chargee.

**Schedule 3**  
**COUNCIL'S COVENANTS**

1. The Council covenants with the Covenantors :
  - 1.1 Not to use any part of the Education Contribution, the Public Open Space Contribution, the Footpath Contribution or the Affordable Housing Contribution other than for the purposes for which they were paid (whether by the Council or another party).
  - 1.2 In the event that the Education Contribution, the Public Open Space Contribution, or the Affordable Housing Contribution have not been spent or committed for expenditure by the Council within seven years following the date of receipt of the final instalment of that contribution the Council shall upon written request refund to the Covenantors or their nominee any part of the Education Contribution, the Public Open Space Contribution, the Footpath Contribution or the Affordable Housing Contribution which have not been spent or committed for expenditure, together with any accrued interest.
  - 1.3 In the event that Footpath Contribution has not been spent or committed for expenditure by the Council within ten years following the date of receipt of the final instalment of that contribution the Council shall upon written request refund to the Covenantors or their nominee any part of the, the Footpath Contribution which have not been spent or committed for expenditure, together with any accrued interest.

## **Annex A: Plans**











### Annex B: Schedule of Affordable Housing Accommodation

Plot Numbers	House Types	Number of Bedrooms	Tenure
12	Brampton	2 bed	Shared Ownership
13	Brampton	2 bed	Affordable rent
14	<i>Brampton</i>	<i>2 bed</i>	Shared Ownership
15	Bickleigh	3 bed	Shared Ownership
16	Bickleigh	3 bed	Affordable rent
17	Bickleigh	3 bed	Affordable rent
18	Bickleigh	3 bed	Shared Ownership
30	Willow	2 bed bungalow	Affordable rent
31	Willow	2 bed bungalow	Affordable rent
32	Willow	2 bed bungalow	Affordable rent
33	Willow	2 bed	Affordable rent
65	Brampton	2 bed	Affordable rent
66	Brampton	2 bed	Affordable rent
67	Bickleigh	3 bed	Affordable rent
68	Bickleigh	3 bed	Affordable rent
69	Bickleigh	3 bed	Affordable rent
70	Bickleigh	3 bed	Affordable rent
71	Bickleigh	3 bed	Affordable rent
72	Bickleigh	3 bed	Affordable rent



**Annex C: Schedule of Transfer Values of Affordable Housing**



**Affordable Rented Housing Rural West, Penistone, Dodworth, Darton and Barugh**

House Types	Minimum Design Guide Sqm	Average Value based on Design Guide Sqm	Average Weekly Target Rent	Average Payment by RHP to Developer 2015	Average Payment by RHP to Developer 2014
1 bed 1 person flat	46	£78,049	£69.98	£43,125	
1 bed 2 person flat	47	£79,745	£71.77	£43,598	
2 bed 3 person flat	62	£95,922	£80.41	£51,443	
2 bed bungalow	62	£146,911	£95.09	£65,225	
2 bed 3 person house	62	£124,144	£88.87	£59,467	£55,833
3 bed 4 person house	77	£138,213	£101.35	£67,853	£65,116
4 bed 5 person house	93	£177,023	£112.50	£80,065	£76,933
4 bed 6 person house	101	£189,204	£117.54	£84,087	

**Affordable Rented Housing in other areas within the Borough**

House Types	Minimum Design Guide Sqm	Average Value based on Design Guide Sqm	Average Weekly Target Rent	Average Payment by RHP to Developer 2015	Average Payment by RHP to Developer 2014
1 bed 1 person flat	46	£65,977	£71.28	£37,075	
1 bed 2 person flat	47	£67,411	£73.50	£41,725	
2 bed 3 person flat	62	£77,909	£80.69	£49,274	
2 bed bungalow	62	£115,329	£88.81	£54,700	
2 bed 3 person house	62	£94,215	£84.76	£56,480	£50,896
3 bed 4 person house	77	£112,298	£94.57	£64,063	£59,350
4 bed 5 person house	93	£133,920	£113.24	£77,975	£71,830
4 bed 6 person house	101	£145,210	£115.69	£79,700	

Intermediate sale/rent Housing Rural West, Penistone, Dodworth, Darton and Barugh						
House Types	Total Average Sqm	Total Average Price	Minimum Design Guide Size Sqm	Average Value based on Design Guide Sqm	Average Payment by RHP to Developer 2015	Average Payment by RHP to Developer 2014
1 bed 1 person flat	61	£103,500	46	£78,049	£52,000	
1 bed 2 person flat	61	£103,500	47	£79,745	£52,767	
2 bed 3 person flat	61	£94,375	62	£95,922	£59,067	
2 bed bungalow	67,5	£159,944	62	£146,911	£96,312	
2 bed 3 person house	71	£142,165	62	£124,144	£79,733	£64,256
3 bed 4 person house	94	£168,728	77	£138,213	£98,213	£72,953
4 bed 5 person house	115	£218,900	93	£177,023	£123,483	£104,536
4 bed 6 person house	119	£222,924	101	£189,204	£131,250	

Intermediate sale/rent Housing in other areas within the Borough						
House Types	Total Average Sqm	Total Average Price	Minimum Design Guide Size sqm	Average Value based on Design Guide Sqm	Average Payment by RHP to Developer 2015	Average Payment by RHP to Developer 2014
1 bed 1 person flat	49	£69,950	46	£65,977	£39,108	
1 bed 2 person flat	49	£69,950	47	£67,411	£40,573	
2 bed 3 person flat	56	£70,231	62	£77,909	£44,583	
2 bed bungalow	62	£115,329	62	£115,329	£71,580	
2 bed 3 person house	62	£93,583	62	£94,215	£56,688	£55,800
3 bed 4 person house	81	£117,716	77	£112,298	£71,421	£70,950
4 bed 5 person house	84	£152,752	93	£133,920	£88,575	£85,000
4 bed 6 person house	107	£154,896	101	£145,210	£92,025	

## **Annex D: List of Registered Providers Approved by the Council**

- 1. Berneslai Homes**
- 2. South Yorkshire Housing Association**
- 3. The Guinness Partnership**
- 4. Equity Housing Group**
- 5. Leeds and Yorkshire Association**
- 6. Together Housing**
- 7. Wakefield District Housing**



This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED as a DEED by **RICHARD ERNEST BARKER** in the presence of:

*[Handwritten signature of Richard Ernest Barker]*

Signature of Witness

*[Handwritten signature of Jane Haviland Webster]*

Name of Witness

JANE HAVILAND WEBSTER

Address

**BARKER GOTELEE**  
SOLICITORS  
41 Barrack Square  
Martlesham Heath  
IPSWICH IP5 3RF  
01473 611211

SIGNED as a DEED by **JOHN ANDREW NICHOLSON** in the presence of:

*[Handwritten signature of John Andrew Nicholson]*

Signature of Witness

*[Handwritten signature of Jane Haviland Webster]*

Name of Witness

JANE HAVILAND WEBSTER

Address

**BARKER GOTELEE**  
SOLICITORS  
41 Barrack Square  
Martlesham Heath  
IPSWICH IP5 3RF  
01473 611211

SIGNED as a DEED by **MATTHEW BLAIR WOOD** in the presence of:

*[Handwritten signature of Matthew Blair Wood]*

Signature of Witness

*[Handwritten signature of Alison Barry]*

Name of Witness

ALISON BARRY

Address

Clarion  
Elizabeth House  
13-19 Queen Street  
Leeds  
LS1 2TW

Clarion Solicitors Limited



SIGNED as a DEED by **EMMA LOUISE WRIGHT** in the presence of:

  
.....

Signature of Witness

  
.....

Name of Witness

LUCINDA ROSS  
.....

Address

..... Clarion.....  
Elizabeth House  
..... 13-19 Queen Street  
Leeds  
LS1 2TW

Clarion Solicitors Limited

SIGNED as a DEED by  
**PERSIMMON HOMES LIMITED**  
acting by its Attorneys

[  ]

  
.....  
Attorney

in the presence of:

Signature of Witness

  
.....

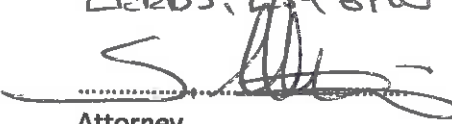
Name of Witness

MATT BURROW  
.....

Address

PERSIMMON HOMES W. YORKS  
.....  
3 HEPTON COURT, YORK ROAD  
LEEDS, LS9 6PW

[  ]

  
.....  
Attorney

In the presence of:

Signature of Witness

  
.....

Name of Witness

MATT BURROW  
.....

Address

PERSIMMON HOMES W. YORKS  
.....  
3 HEPTON COURT, YORK ROAD  
LEEDS, LS9 6PW



**EXECUTED** as a Deed (but not  
delivered until dated) by affixing  
the Common Seal of  
**BARNSELY METROPOLITAIN  
BOROUGH COUNCIL**

)  
)  
)  
)  
)

in the presence of:-

*PRB 15/12/17 Mm-84*

Name *JASON FIELD*

Signature *[Handwritten Signature]*

~~Executive Director/  
Service Director/~~  
Authorised Signatory

