

Dated 7th August 2020

Barnsley Metropolitan Borough Council

and

Keepmoat Homes Limited

Deed of Variation

Relating to a Sale and Development Agreement relating
to land at St Helens Boulevard, Carlton, Barnsley,
S71 2AY dated 20 February 2019

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This Deed is made the 7th day of August

2020

Between:

- (1) **Barnsley Metropolitan Borough Council** of Town Hall, Barnsley, South Yorkshire, S70 2TA ("BMBC"); and
- (2) **Keepmoat Homes Limited** (CRN 02207338) whose registered office is at Keepmoat The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL ("Keepmoat")

Now It Is Hereby Agreed as follows

1. **Recitals**

- 1.1. This Deed is supplemental to and varies the Agreement.
- 1.2. The parties have agreed that the Agreement can be varied to the following terms as set out in this Deed.

2. **Definitions and Interpretations**

- 2.1. In this Deed the following words and expressions shall unless the context otherwise requires have the following meaning: -

"the Agreement"

the agreement dated 20 February 2019 and made between (1) Barnsley Metropolitan Borough Council and (2) Keepmoat Homes Limited.

- 2.2. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated and (in each case) vice versa.
- 2.3. References to a party include where a context admits references to its personal representatives and successors in title.
- 2.4. Unless otherwise stated a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Deed.
- 2.5. The headings in this Deed are for ease of reference only and do not affect its interpretation.
- 2.6. Where a party consists of two or more persons every agreement made by or with such persons shall be deemed to be made by them jointly and severally and service of a notice on any such person shall be deemed to be service on that party.

3. **Variation**

In consideration of the obligations in this Deed the parties agree and declare that the Agreement is varied and supplemented as set out in Schedule 1.

4. **Continuation**

Save as varied above the provisions of the Agreement shall continue in full force and effect and shall for the purposes of the Law of Property (Miscellaneous Provisions)

Act 1989 be deemed in all respects to be incorporated therein and shall operate as if the variations contained in this agreement were incorporated therein and the covenants conditions and provisions of the Agreement shall have effect as though the provisions contained in this Deed had been originally contained in the Agreement.

5. **Memorandum**

A Memorandum in the following form shall be endorsed on the originals of the Agreement:

"This Agreement has been varied on the 7th day of August 2020 by a Deed of Variation a copy of which has been annexed hereto"

AND a copy of this Deed shall be placed with the originals of the Agreement

6. **Exclusion of Rights under the Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.

In Witness hereof this Deed has been executed as a Deed the day and year first above written

Schedule 1

The Parties hereby agree that the Agreement shall be varied as follows and shall henceforth take effect and be read and construed accordingly:

1. At clause 1.1 new definitions to be included as follows:

"Affordable Housing"	means housing provided 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 Commuted Sum"	means the sum of £549,000 (five hundred and forty nine hundred thousand pounds) to be paid by Keepmoat to BMBC only in the circumstances outlined in paragraph 1.4 of Schedule 3 of this Agreement and to be applied by BMBC towards the provision of Affordable Housing within the administrative area of BMBC;
"the Application"	the planning application with the reference number 2019/0902 submitted to the Council for residential development of 93 dwellings with provision of associated access, car parking and landscaping;
"Clawback Sum"	the sum of £50,000.00 (fifty thousand pounds)
"Commencement of Development"	the date on which development pursuant to the Planning Permission is commenced on the Site within the meaning of Section 56 of the Act provided that the following shall not amount to the Commencement of Development: operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"Education Contribution"	means the sum of £544,000 (five hundred and forty four thousand pounds) to be paid by Keepmoat to BMBC in

accordance with the terms of this Agreement and to be applied by BMBC as follows:-

- (a) £320,000 (three hundred and twenty thousand pounds) towards 20 additional places at the following primary schools Athersley South, Athersley North, St Helen's, Laithes, Carlton and Holy Trinity
- (b) £224,000 (two hundred and twenty four thousand pounds) towards 14 additional places at the following secondary schools Holy Trinity and Outwood Carlton

"Greenspace Contribution"

the sum of £260,451.72 (two hundred and sixty thousand, four hundred and fifty one pounds and seventy two pence to be paid by Keepmoat to BMBC in accordance with the terms of this Agreement and to be applied by BMBC towards the provision of and/or improvement to formal or informal open space or child and youth facilities within 5km of the boundary of the Property;

"Homes England"

the organisation known as Homes England which is empowered to regulate Registered Providers under the Housing and Regeneration Act 2008 or any successor body from time to time having functions currently exercised by Homes England

"Interest"

interest at 4 percent per annum above the base lending rate of Barclays Bank Plc from time to time or should this rate cease to exist such other bank lending rate as BMBC may reasonably nominate;

"Notice"

means the notice to be served on the Council pursuant to paragraph 1.4 of Schedule 4 informing the Council that Keepmoat has been unable to enter into a binding contract with a Registered Provider for the transfer of the Affordable Housing Units or the land upon which the Affordable Housing Units are to be constructed;

"the Offsite Open Space"

the sum of £151,409.68 (one hundred and fifty one thousand, four hundred and nine

"Contribution"	pounds and sixty eight pence) to be paid by Keepmoat to BMBC in accordance with the terms of this Agreement and to be applied by BMBC as follows: (a) £57,427.34 (fifty-seven thousand, four hundred and twenty seven pounds and thirty four pence) towards the provision of and/or improvement of equipped children's play areas within 5km of the boundary of the Property; and (b) £93,982.34 (ninety three thousand, nine hundred and eighty two pounds and thirty four pence) towards the provision and/or improvements of formal recreation facilities within 5km of the boundary of the Property;
"Occupation and Occupied"	occupation for the purposes permitted by the Planning Permission from which the Development benefits 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 and "Occupy" shall be construed accordingly;
"Plan 3"	the plan appended to this Agreement and marked "Plan 3";
"Plan 4"	the plan appended to this Agreement and marked "Plan 4";
"Registered Provider"	a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) registered as a Registered Provider (pursuant to the Housing and Regeneration Act 2008 or any relevant successor legislation);
"Shared Ownership Lease"	such lease as shall from time to time be substantially in accordance with Homes England model form of shared ownership lease or such other successor bodies model form of lease
"Shared Ownership Unit"	those Affordable Housing Units which are to be owned and managed by a Registered Provider such that they shall be occupied on the basis of a Shared

Ownership Lease and "Shared Ownership Units" shall be construed accordingly;

"Sustainable Travel Contribution" the sum of £69,750 (sixty-nine thousand, seven hundred and fifty pounds to be paid by Keepmoat to BMBC in accordance with the terms of this Agreement and to be used by BMBC towards purposes identified in the SPD "Sustainable Travel" (November 2019) the need for which is required in order to mitigate impacts arising from the Development;

2. The definition of "Affordable Housing Units" at clause 1.1 of the Agreement shall be deleted in its entirety and replaced as follows:

"Affordable Housing Units" the 9 (nine) Dwellings to be constructed on the Property pursuant to the Planning Permission in the locations as shown edged red on Plan 3 and to be delivered as Shared Ownership Units;

3. At clause 1.1 the definition of "the Development" shall be deleted and replaced with:

"the Development" the development of the Property in accordance with the Planning Permission;

4. At clause 1.1 the definition of "Dwellings" shall be deleted and replaced with:

"Dwellings" the houses, and other forms of residential accommodation to be created on the Property pursuant to the Planning Permission;

5. At clause 1.1 the definition of "Planning Permission" is deleted and replaced with:

"the Planning Permission" such planning permission as is granted by BMBC pursuant to the Application;

6. At clause 1.1 the definition of "Licence" is deleted and replaced with

"Lease" means the lease to be granted by BMBC to Keepmoat on the Completion Date and substantially in the form attached at Annexure 1."

7. At clause 1.1 a new definition inserted after "Lease" as follows:

"Local Highway Authority" means Barnsley Metropolitan Borough Council and its successors or other authority or body for the time being carrying out the functions of a highway authority for the areas which includes the Property and the duly appointed agents for the time being of such authority or body;"

8. At clause 1.1:

"Purchase Price" shall be deleted and replaced with:

""Purchase Price" £565,000.00 (five hundred and sixty five thousand pounds) (inclusive of VAT) less the cost of the Indemnity Insurance of £2,500.00 (two thousand and five hundred pounds) which is to be deducted from the price in accordance with Schedule 2 to be paid in accordance with Clause 12."

9. At clause 1.1 a new definition inserted after "Request for Information" as follows:

""Road" means the access way known as St Helen's Boulevard more particularly shown shaded brown on Plan 4"

10. At clause 12.3.1 the sum of "£119,964.63.00 (one hundred and nineteen thousand nine hundred and sixty four pounds)" shall be deleted and replaced with £125,548.00 (one hundred and twenty five thousand five hundred and forty eight pounds).

11. At clause 12.3.2 the sum of "£465,000.00 (four hundred and sixty five thousand pounds)" shall be deleted and replaced with £436,952.00 (four hundred and thirty six thousand nine hundred and fifty two pounds) and the words "and the Clawback Sum" shall be inserted after "Schedule 2".

12. At clause 12.3.2.5 the worked example is deleted and replaced with the following:

$$\begin{aligned} \text{CD} &= 40 \\ \text{SPPD} &= 84 \\ \text{PP} &= £436,952.00 \text{ (less the Clawback Sum if applicable)} \\ \text{X} &= (\text{PP} + \text{SPPD}) \times \text{CD} \\ &= (£436,952 + 84) \times 40 \\ &= (£5,201.80) \times 40 \\ &= £208,072.00 \end{aligned}$$

13. Clause 13.1.2 of the Agreement shall be deleted in its entirety and replaced as follows:

"13.1.2 Subject always to paragraph 1.3 of Schedule 4 Keepmoat will inform BMBC of the anticipated date for completion of the disposal of the land on which the Affordable Housing Units are to be constructed and keep BMBC informed of any changes to the anticipated date for completion".

14. Clause 13.1.3 of the Agreement shall be deleted.

15. Clause 13.1.4 of the Original Agreement shall be deleted in its entirety and replaced as follows:

"13.1.4 Subject always to paragraph 1.3 of Schedule 4, BMBC will execute the relevant transfer prior to the anticipated date for completion and return the same to Keepmoat prior to the anticipated completion date.

16. Clause 13.1.5 of the Agreement shall be deleted in its entirety and replaced as follows:

"13.1.5 Subject always to paragraph 1.3 of Schedule 4, Keepmoat will enter into a building contract for the construction of the Affordable Housing Units with the purchaser of the land on which the Affordable Housing Units are to be constructed simultaneously with completion of the transfer of the land as referred to above".

17. A new clause 29 shall be inserted into the Agreement as follows:

"29. Planning Obligations

29.1 Keepmoat covenants with BMBC as set in paragraphs 1.1 to 1.7 inclusive of Schedule 3 and paragraphs 1.1 to 1.5 inclusive of Schedule 4..

29.2 BMBC covenants with Keepmoat as set out in paragraphs 2.1 to 2.4 inclusive of Schedule 3 and paragraphs 2.1 to 2.4 inclusive of Schedule 4.

29.5 The covenants given by Keepmoat and BMBC in Schedule 3 and Schedule 4 as relevant 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 (without the consent of Keepmoat) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

18. A new clause 30 as follows:

"30. Keepmoat agree to make up the Road into a road capable of adoption by BMBC as a highway maintainable at public expense. It is agreed and acknowledged by BMBC that the Purchase Price has been agreed on the basis that Keepmoat has a responsibility to construct the Road to adoptable standard save that it is agreed that BMBC will be responsible for Keepmoat's cost of excavating and reinstating the base and sub-base course (if such works are necessary and required by the Local Highway Authority) only to a value up to the Clawback Sum. Keepmoat must evidence to BMBC on an open book basis the cost of the base and sub-base works (if any) , and then the Clawback Sum (or such part of the Clawback Sum as has been evidenced by Keepmoat and agreed by BMBC in accordance with this clause 30 as being additional) shall be retained by Keepmoat from the Purchase Price payable in accordance with clause 12.3. In the event that BMBC confirm prior to the date in this clause 30 that no such works are required the Clawback Sum shall be paid to BMBC on the date in accordance with clause 12.3.2.4. The date for establishing this cost will be the earlier of the date which is 12 months from the completion of the construction of the last dwelling on the Property and the date 3 (three) years from the Completion Date in accordance with clause 12.3 and 12.4. Any dispute regarding this clause will be determined in accordance with the provisions of the Agreement".

19. A new schedule 3 shall be inserted into the Agreement as follows:

Schedule 3 – Financial Contributions

1. Keepmoat covenants with BMBC as follows:

1.1. To provide written notice to the Council's s106 monitoring and compliance officer of:

1.1.1. the Commencement of Development; and

1.1.2. the Occupation of the 1st Dwelling

- 1.1.3. the Occupation of the 18th Dwelling
- 1.1.4. the Occupation of the 29th Dwelling
- 1.1.5. the Occupation of the 49th Dwelling
- 1.1.6. the Occupation of the 69th Dwelling
- 1.1.7. the Occupation of the 80th Dwelling
- 1.2. to pay the Education Contribution in two instalments as follows:
 - 1.2.1. 50% prior to the Occupation of the 30th Dwelling; and
 - 1.2.2. 50% prior to the Occupation of the 70th Dwelling
- 1.3. Not occupy any more than 29 Dwellings unless the first instalment of the Education Contribution has been paid to BMBC in accordance with paragraph 1.1.1 hereof and not to occupy more than 69 Dwellings unless the second instalment of the Education Contribution has been paid to BMBC in accordance with paragraph 1.1.2 hereof.
- 1.4. To pay the Offsite Open Space Contribution prior to the Occupation of the 30th Dwelling and not to Occupy any more than 29 Dwellings unless the Open Space Contribution has been paid to BMBC.
- 1.5. To pay the Greenspace Contribution prior to Occupation of the 70th Dwelling and not to Occupy more than 69 Dwellings unless the Greenspace Contribution has been paid to BMBC.
- 1.6. To pay the Sustainable Travel Contribution prior to Occupation of the 50th Dwelling and not to Occupy more than 9 Dwellings unless the Sustainable Travel Contribution has been paid to BMBC.
- 1.7. If any payment due by Keepmoat under paragraphs 1.2 and 1.4 to 1.6 inclusive hereof is paid late, Keepmoat will pay Interest on the outstanding sum from the date payment is due to the date of payment.
- 2. BMBC covenants with Keepmoat as follows:
 - 2.1. At the written request of Keepmoat BMBC shall provide written confirmation of the discharge of the covenants contained in this Schedule 3 when satisfied that such covenants have been performed.
 - 2.2. To use (or procure the use of) all sums received under the terms of this Schedule 3 for the purposes specified in this Agreement for which they are to be paid.
 - 2.3. to repay the Education Contribution and/or the Offsite Open Space Contribution and/or the Greenspace Contribution and/or the Sustainable Travel Contribution to Keepmoat upon written request if the Contribution has not been expended or committed to be expended within 10 years from its receipt by BMBC.
 - 2.4. BMBC should provide to the person making the payment any evidence that the person making the payment shall reasonably require in order to confirm the expenditure of sums paid by that person under this Schedule 3".

20. A new schedule 4 shall be inserted into the Agreement as follows:

Schedule 4 – Affordable Housing

1. Keepmoat covenants with BMBC as follows:
 - 1.1. To use reasonable endeavours for a period of twelve months from Commencement of Development to exchange contracts with a Registered Provider for the transfer of the Affordable Housing Units or the land upon which the Affordable Housing Units are to be constructed.
 - 1.2. To procure that any transfer of the land on which the Affordable Housing Units are to be constructed and/or any transfer of an Affordable Housing Unit to a Registered Provider is to include transfer provisions substantially in the form appended to this Agreement at Schedule 5.
 - 1.3. That the Affordable Housing Units are constructed under the terms of the Lease in accordance with the following phasing strategy in relation to the Open Market Units:
 - 1.3.1. 22% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 26% of the Open Market Units;
 - 1.3.2. 45% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 60% of the Open Market Units;
 - 1.3.3. 60% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 85% of the Open Market Units and
 - 1.3.4. 100% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 95% of the Open Market Units"
 - 1.4. If Keepmoat has not entered into a binding agreement with a Registered Provider by the expiry of the twelve month period referred to at paragraph 1.1 hereof then Keepmoat may serve the Notice on BMBC and pay to the Council the Affordable Housing Commuted Sum.
 - 1.5. Where an Affordable Housing Commuted Sum is paid in accordance with paragraph 1.4 hereof the Affordable Housing Contribution shall be paid to BMBC prior to occupation of 26% of the Open Market Units and upon payment of the Affordable Housing Commuted Sum the obligations contained within paragraphs 1.2 and 1.3 of this Schedule 4 shall be of no further effect and shall determine absolutely.
2. BMBC covenants with Keepmoat as follows:
 - 2.1. at the written request of Keepmoat BMBC shall provide written confirmation of the discharge of the covenants contained in this Schedule 4 when satisfied that such covenants have been performed.
 - 2.2. To use (or procure the use of) all sums received under the terms of this Schedule 4 for the purposes specified in this Agreement for which they are to be paid.
 - 2.3. to repay any Affordable Housing Commuted Sum or any part of it to Keepmoat upon written request if the Affordable Housing Commuted Sum or part thereof has not

been expended or committed to be expended within 10 years from its receipt by BMBC.

- 2.4. BMBC should provide to the person making the payment any evidence that the person making the payment shall reasonably require in order to confirm the expenditure of sums paid by that person under this Schedule 4."

21. A new Schedule 5 shall be inserted into the Agreement as follows:

Schedule 5

Affordable Housing Transfer Provisions

"Affordable Housing Unit[s]"	[those [9] no. dwellings][a dwelling] to be constructed on the Property to be delivered by the Transferee as Shared Ownership Units;
"BMBC"	Barnsley Metropolitan Borough Council;
"Chargee"	in relation to the Affordable Housing Units 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;
"Homes England"	the organisation known as Homes England which is empowered to regulate Registered Providers under the Housing and Regeneration Act 2008 or any successor body from time to time having functions currently exercised by Homes England
"Occupy"	occupation of the [Affordable Housing Units][Property] as a sole or main residence and "Occupied" shall be construed accordingly;
"Protected Tenant"	as the case may be a tenant who: (a) has been granted a Shared Ownership Lease 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; or

- (b) has acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;

and

- (c) any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs above

"Registered Provider"

a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) registered as a Registered Provider (pursuant to the Housing and Regeneration Act 2008 or any relevant successor legislation);

"Registered Providers Dynamic Purchasing System"

means a dynamic purchasing system operated by the Council and available to certain other local authorities under which Registered Providers may be invited to participate for the purpose of the provision of Affordable Housing in the Barnsley area.

"Shared Ownership Lease"

such lease as shall from time to time be substantially in accordance with Homes England model form of shared ownership lease or such other successor bodies model form of lease

"Shared Ownership Unit"

those Affordable Housing Units which are to be owned and managed by a Registered Provider such that they shall be occupied on the basis of a Shared Ownership Lease and "Shared Ownership Units" shall be construed accordingly;

"Substantial Completion"

in relation to an Affordable Housing Unit the term "Substantial Completion" shall be interpreted in accordance with Section 171B of the Town and Country Planning Act 1990 and relevant case law under that Section and the term "Substantially Completed" shall be construed accordingly

1. The Transferee shall not Occupy or permit to be Occupied the Affordable Housing Unit[s] unless and until the Transferee has been admitted to the Registered Providers Dynamic Purchasing System operated by the Council.
 2. Subject to clause [5] following Substantial Completion of [the Affordable Housing Unit[s]][the Property] the Transferee shall not grant a lease or tenancy of the Affordable Housing Unit[s] other than a Shared Ownership Lease that is granted by a Registered Provider.
 3. Subject always to clause [5], following the Substantial Completion of [each Affordable Housing Unit][the Property], the [relevant Affordable Housing Unit][Property] shall not be used or Occupied other than as an Affordable Housing Unit.
 4. The Transferee shall procure that the same terms as set out in clauses [1] to [3], and including this paragraph 4 shall be included in any subsequent transfer of [any of the Affordable Housing Units][Property] by a Registered Provider to any other party.
 5. Clauses [2] and [3] and [4] shall not apply in respect of a disposal of the [Affordable Housing Units][Property] required by or to a Chargee or a Protected Tenant and for the avoidance of doubt the provisions of Clauses [1], [2], [3] and [4] shall cease to apply following any such disposal of the [Affordable Housing Units][Property] required by or to a Chargee or a Protected Tenant.
- 22. Exclusion of Security of Tenure**
- 22.1 The parties confirm that:
- 22.1.1 The Council served notices on Keepmoat as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 in relation to the Lease and which apply to the tenancies to be created by the Lease, before this agreement was entered into; and
- 22.1.2 [Nicholas Winney], who was duly authorised by Keepmoat to do so, made statutory declarations dated [6th August] 2020 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954 in relation to the notices referred to in clause 22.1.1
23. The licence attached at Annexure 1 shall be deleted and replaced with the lease attached hereto.
 24. The plan marked "Plan 3" appended to this Deed shall be inserted into the Agreement at Annexure 2 as Plan 3.
 25. The plan marked "Plan 4" appended to this Deed shall be interested onto the Agreement at Annexure 2 as Plan 4.

Annexure 1

Lease

Dated _____ **2020**

Barnsley Metropolitan Borough Council

and

Keepmoat Homes Limited

Lease

**Relating to land off St Helens Boulevard, Carlton,
Barnsley, S71 2AY**

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SYK516657, SYK560924 and SYK567408

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Barnsley Metropolitan Borough Council of Town Hall, Barnsley, South Yorkshire, S70 2TA

Tenant

Keepmoat Homes Limited a company incorporated in England and Wales with company number (2207338) whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in the Particulars

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1 in the definition of "Contractual Term".

LR7. Premium

The sum as specified in this lease at clause 1 in the definition of "Premium"

LR8. Prohibitions or restrictions on disposing of this lease

None

LR9. Rights of acquisition etc.

None

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

As referred to in clause 8

LR9.3 Landlord's contractual rights to acquire this lease

As referred to in clause 8

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

None.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

PARTICULARS

Date	2020
Council	Barnsley Metropolitan Borough Council of Town Hall, Barnsley, South Yorkshire, S70 2TA
Developer	Keepmoat Homes Limited a company incorporated in England and Wales with company number (2207338) whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL
Developer's Solicitors	Ward Hadaway of Sandgate house, 102 Quayside, Newcastle upon Tyne, NE1 3DX (Ref: (P)HON.KEE061.5) or such other solicitors as the Developer may appoint and notify in writing to the Council
Development Works	the construction on the Property of 91 dwellings including 9 affordable dwellings, site compound, infrastructure, associated landscaping and engineering works, new vehicle/pedestrian accesses and the construction of estate roads together with all associated public realm on the Property as more particularly described in the Planning Permission and in accordance with the Planning Permission (subject to any variations thereto) and otherwise in accordance with the provisions of this Lease
Property	the freehold property known as land off St Helens Boulevard, Carlton, Barnsley, S71 2AY forming the Site as defined in the Development Agreement as shown edged red on the Plan
Plan	The plan attached hereto at Annexure 1
Title Number(s)	the title numbers under which the Property is registered at the Land Registry being SYK516657, SYK560924 and SYK567408

THIS LEASE is made on the date set out in the Particulars

BETWEEN

- (1) the Council; and
- (2) the Developer

BACKGROUND

- (A) The Council is the freehold owner of the Property or otherwise entitled to grant the Developer access to the Property on the terms of this Lease and has agreed to grant the Developer the Lease to carry out the Development Works.
- (B) The Developer has agreed to carry out the Development Works on the terms of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Lease, the following words and expressions have the following meanings:

"Building Contract"	any building contract or contracts entered into for the carrying out of the Development Works or any part thereof
"Building Contractor"	such building contractor (if any) as the Developer appoints as the building contractor for the purposes of the Development Works in accordance with Schedule 1
"Contractual Term"	125 years from and including the date hereof subject to termination in accordance with clause 8
"Cover Note"	means the cover note confirming substantial completion of an individual Dwelling issued by the NHBC (or other appropriate equivalent body) following final inspection of such Dwelling by NHBC or such other like body
"Development"	the development resulting from the carrying out of the Development Works
"Development Agreement"	the Development Agreement dated 20 February 2019 made between the Council (1) and the Developer (2) as varied by a deed of variation dated [];
"Development Period"	means the period commencing on the date of this Lease and expiring on the date being six (6) years after the date of completion of this Lease (subject to extension in accordance with the

	provisions of clause 2 of this Lease)
"Development Plans"	the detailed plans, drawings, sections, elevations, specifications, engineer's drawings and calculations and other design and building details for the Development Works pursuant to the Planning Permission
"Disposal Agreement"	any agreement for sale or lease of any part of the Property entered into by the Developer
"Dwelling(s)"	any dwelling which may include apartments within a block of apartments constructed in accordance with the terms hereof and which may reasonably be expected to be sold or let for beneficial use and occupation by a single family unit as a residence (whether or not the same are first to be transferred to an affordable housing provider) and any works ancillary to the same such as (without limitation) boundary structures and gardens
"Force Majeure"	any one or more of the following: (a) fire (b) storm or other exceptionally adverse weather conditions; (c) war, hostilities, rebellion, insurrection, military or usurped power or civil war; (d) labour lockouts, strikes or other industrial disputes; (e) riot, terrorist action, commotion, disorder; (f) decree of government; (g) non-availability of labour, materials or equipment; (h) any pandemic and/or epidemic including but not limited to the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any reasonably equivalent infectious disease or virus; (i) any period of enforced lockdown whether regional or national; any other causes or circumstances beyond the reasonable control of the Developer or any

	Building Contractor which prevent development occurring provided that such causes or circumstances are not the result of any act or default on the part of the Developer or the Building Contractor
"Infrastructure"	such roads pavements paths cycleways associated lighting services and other infrastructure necessary to be installed within the Property to enable the Development to proceed and be beneficially used and occupied
"Infrastructure Land"	any land upon which Infrastructure is to be constructed and which are not intended to be adopted or transferred to individual purchasers of any Dwellings
"Infrastructure Works"	means works relating to the construction of Infrastructure
"Mortgagee"	Any (but only one) reputable funder approved in writing by the Council, such approval not to be unreasonably withheld or delayed, who has entered into an agreement with the Developer to provide funding to the Developer for the carrying out of the Development Works, whether or not in addition to paying the consideration payable pursuant to the Development Agreement
"NHBC"	the National House Building Council
"Planning Act"	the Town and Country Planning Act 1990
"Planning Agreement"	an agreement or undertaking in respect of and affecting the Property or the Development Works, whether or not also affecting other property, pursuant to: (a) section 106 of the Planning Act; (b) section 111 Local Government Act 1972; (c) sections 38 or 278 Highways Act 1980; (d) section 104 Water Industry Act 1991 or any other provision of similar intent, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water or the drainage of surface or foul water from the Property; or (e) any agreement with an appropriate authority or utility company relating to

the passage or transmission of gas, water, electricity, foul or surface water drainage or any of them

"Planning Permission"	planning permission for the Development Works, including the outline planning permission numbered [] issued by the Council dated [] and the Satisfactory Planning Permission (as defined in the Development Agreement) as may be varied or amended from time to time
"Premium"	the sum of £565,000.00 paid in accordance with clause 12 of the Development Agreement
"Professional Team"	such of the professionals as shall be appointed by the Developer (where the relevant function is not undertaken in house by the Developer) in connection with the Development Works
"Project Manager"	such (if any) project manager as the Developer appoints as the Project Manager for the purposes of the Development Works
"Public Amenity Works"	has the meaning given to it in the Development Agreement
"Satisfaction Notice"	the notice issued by the Project Manager confirming that a Dwelling or Dwellings have been constructed in accordance with the terms of this Lease and/or the Development Agreement and that the relevant Cover Note has been issued
"Specialist"	has the meaning given to it in clause 7
"Statutory Consents"	any statutory approvals, consents, Leases or permissions required from any local or other competent authority to enable the Developer lawfully to carry out and complete the Development Works or to reinstate them following their damage or destruction and includes the approval of reserved matters under the Planning Permission
"Statutory Requirements"	all or any of the following: (a) any Acts of Parliament and any statutory instruments, rules, orders, regulations, notices, directions, bye-laws and permissions for the time being made under or deriving validity from any Act of Parliament; (b) any European directive or regulations

and rules having the force of law in the United Kingdom; and

- (c) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the Development Works

"Term Commencement Date" the date hereof

"VAT" Value Added Tax

"VAT Act" the Value Added Tax Act 1994

1.1. In this Lease:

- (a) the clause headings do not affect its interpretation;
- (b) unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- (c) references to any statute or statutory provision include references to:
 - (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - (ii) any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- (d) references to the Property and the Site and include any part of them;
- (e) "including" means "including, without limitation";
- (f) "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Council and all costs, damages, expenses, liabilities and losses incurred by the Council **PROVIDED THAT** the Council shall:-
 - (i) as soon as reasonably possible after receipt of the same notify the Developer of any such actions, claims, demands, liabilities or proceedings and will provide the Developer with full details of the same
 - (ii) keep the Developer informed of all material progress in connection with the matters referred to above
 - (iii) use reasonable endeavours to mitigate losses, remedies and liabilities resulting from any such actions, claims, demands, liabilities or proceedings having regard to the regulatory framework within which the Council operates;
- (g) if there is more than one Developer or more than one Council, the obligations which they undertake can be enforced against them all jointly; and

(h) if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

1.2. The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.

1.3. The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

1.4. This Lease is supplemental to the Development Agreement. Where the terms of the Lease and the Development Agreement conflict the terms of the Development Agreement are to prevail.

2. GRANT OF LEASE

2.1. In consideration of the Premium the Council HEREBY DEMISES to the Developer with full title guarantee ALL THAT the Property TO HOLD the same from the Term Commencement Date for the term of ONE HUNDRED AND TWENTY FIVE YEARS (determinable nevertheless as hereinafter mentioned) SUBJECT to all Title Matters and to all rights, easements, quasi-easements and privileges affecting the Property or any part thereof and subject to and with the benefit of the provisions of this Lease and in accordance with the Development Agreement.

2.2. Subject as hereinafter provided the Lease granted in clause 2.1 ends on the earliest of the following dates:

(a) The date of completion of all the Development Works in accordance with the terms of this Lease and the Development Agreement; and

(b) The date immediately following the Development Period as may be extended; and

(c) The date of the end of the Contractual Term; and

(d) The date of service of expiry of the notice in accordance with clause 8

Provided that in the event that the full purchase price has been paid in accordance with the Development Agreement the Lease shall not be capable of termination by the Council

2.3. When the Lease ends in accordance with the provisions hereof the Developer is to procure that the Property is vacated and any other occupiers and that all vehicles, plant, equipment and materials belonging to them are removed from the Property

2.4. If

2.4.1. any extension of time is granted under any Building Contract that does not result from the act, omission or default of the Developer, the Contractual Term is to be extended by the extension of time granted to the Building Contractor under the Building Contract.

2.4.2. there is any delay in completing the Development Works arising from:

- 2.4.2.1. any default if any Building Contractor under the terms of any Building Contract;
- 2.4.2.2. the Insolvency of any Building Contractor;
- 2.4.2.3. any loss or damage caused by any of the Insured Risks; or
- 2.4.2.4. Force Majeure;

the Development Period is to be extended by such period as the Council certifies as being reasonable and proper in light of the reasons for the delay or by such period as the parties agree as being reasonable and proper in light of the reasons for the delay and any dispute shall be referred for determination in accordance with Clause 7 .

3. DEVELOPMENT

The Developer is to carry out or procure that the Development Works are carried out in accordance with clause 19 of the Development Agreement.

4. INSURANCE

- 4.1. With effect from the date of this Lease and during the carrying out of the Development Works, the Developer is to maintain public liability insurance against liability to the public and to third parties in such sum as may be prudent being however for not less than £5m in respect of any one claim.
- 4.2. If the Developer does not insure or procure all or any of the insurances required by this clause 4 or fails to produce reasonable evidence that such insurances are in force, the Council may itself effect such insurance cover as it may consider prudent and the proper cost of so doing together with the Council's proper management and administrative costs for so doing will be payable by the Developer to the Council on written demand.

5. LIMITATION OF DEVELOPER'S LIABILITY

- 5.1. The Developer is not to be relieved of liability for any breach of its obligations in this Lease by:
 - 5.1.1. completion of the sale and purchase of the Property or any part of it by any party;
 - 5.1.2. the consent or approval of the Council to any matter under this Lease, whether or not this Lease expressly requires the consent or approval of the Council;
 - 5.1.3. the making good of defects by or on behalf of the Developer;
 - 5.1.4. the right of the Developer to make a claim against any contractor or consultant ;
 - 5.1.5. any delay or neglect by the Council in enforcing the terms of this Lease or any time allowed by the Council for their performance;
 - 5.1.6. any variation of the terms of this Lease other than by a formal agreement executed as a deed;

5.1.7. any legal limitation, immunity, disability, incapacity of other circumstances relating to the Developer, whether or not known to the Council; or

5.1.8. anything else which would have released the Developer whether by the variation of the Developer's obligations or by the conduct of the parties

PROVIDED THAT, save as set out in clause 6, the Developer shall cease to have any liability to the Council under this Lease

5.1.9 in relation to individual Dwellings upon the disposal thereof to the individual purchasers of the completed Dwellings but only where such disposal takes place after service of a Satisfaction Notice; and

5.1.10 in relation to any Infrastructure Works upon such Infrastructure Works becoming adopted or if later the date the Developer ceases to be liable for such infrastructure works under any Planning Agreement PROVIDED THAT the Council as landowner is also released from its liability.

6. DEVELOPER'S INDEMNITY

6.1. The Developer is to indemnify the Council for the period of the Development Works in respect of any of the following matters arising directly or indirectly in relation to the Development Works, the Property or any operations on the Property;

6.1.1. the death of, injury to or accident to any person;

6.1.2. the damage to or loss of any property;

6.1.3. any breach of the Statutory Consents or Statutory Requirements;

6.1.4. the infringement of the rights of any third party caused by the carrying out of the Development Works;

6.1.5. any nuisance or disturbance suffered by any third party caused by the carrying out of the Development Works;

6.1.6. any fine or penalty; and

6.1.7. any other third party claims.

7. DETERMINATION OF DISPUTES

7.1. If any dispute arises between the Developer and the Council relating to or arising out of the terms of this Lease, the Council or the Developer may give to the other written notice requiring the dispute to be determined under this clause 7. The notice is to:

7.1.1. propose an appropriate Specialist;

7.1.2. unless this clause provides the capacity in which he is to act, state whether the Specialist is to act as an independent expert or an arbitrator, having regard to the terms of this clause 7; and

7.1.3. specify the nature and substance of the dispute and the relief sought in relation to the dispute.

7.2. For the purposes of this clause 7 a "Specialist" is a person:

- (a) qualified to act as an expert or an arbitrator (as the case may be) in relation to the dispute;
 - (b) having not less than ten years' professional experience; and
 - (c) having practical experience in relation to developments in the nature of the development and property in the same locality as the Property.
- 7.3. The recipient of a notice under clause 7.1 will be deemed to accept the identity of the Specialist and the capacity in which he is to act unless it gives notice in writing to the party serving the notice rejecting the proposal within ten working days of receipt of the notice and on the service of a notice rejecting the proposal, clause 7.4 will apply.
- 7.4. Unless the Developer and the Council agree or are deemed to agree the following terms apply for resolving the dispute set out in the notice served under clause 7.1:
 - (a) any dispute over the type of Specialist appropriate to resolve the dispute or the capacity in which a Specialist is to act may be referred at the request of the Developer or the Council to the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination and to determine the capacity in which the Specialist is to act; and
 - (b) any dispute over the identity of the Specialist is to be referred at the request of the Developer or the Council to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Royal Institution of Chartered Surveyors.
- 7.5. The reference to a Specialist is to be made to him as an expert unless:
 - 7.5.1. the dispute is of such a nature that it is not capable of being determined by an expert;
 - 7.5.2. both the Developer and the Council agree, or are deemed to agree, that the Specialist should act as an arbitrator;
 - 7.5.3. this Lease specifies that the dispute is to be determined by an arbitrator; or
 - 7.5.4. clause 7.6 applies.
- 7.6. If any dispute raises or relates to the same or similar issues as those which have been or are being submitted to independent determination under the Building Contract, the Council and the Developer will endeavour to appoint the same person acting in the same capacity as may be appointed to resolve the dispute under the Building Contract and to have the dispute proceedings under this Lease and the Building Contract consolidated.
- 7.7. Where a Specialist is to act as an independent expert:

- 7.7.1. the Developer and the Council may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 7.7.2. the Developer and the Council are to have a further ten working days to make written comments on each other's representations and will copy the written comments to the other party;
 - 7.7.3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.7.4. the Specialist is not to take oral representations from the Developer or the Council without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 7.7.5. the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 7.7.6. the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 7.8. Where a Specialist is to act as an arbitrator:
- 7.8.1. It shall do so in accordance with the provisions of the Arbitration Act 1996 as amended;
 - 7.8.2. all submissions made or evidence supplied to him are to be in writing unless the parties agree within ten working days of his appointment that this requirement does not apply;
 - 7.8.3. the date of his award will be deemed to be the date on which he serves a copy of the award on the Developer and the Council;
 - 7.8.4. he will not be entitled to order the rectification, setting aside or cancellation of this Lease or any other deed or document;
 - 7.8.5. he will not be entitled to direct that the recoverable costs of the arbitration, or any part of it, be limited to a specified amount; and
 - 7.8.6. he will not be entitled to require that security be provided in respect of the costs of the arbitration.
- 7.9. Responsibility for the costs of referring a dispute to a Specialist under this clause 7, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
8. TERMINATION
- 8.1. The termination of this Lease will not prejudice any rights or remedies which the Council may have against the Developer in respect of any outstanding breach of this Lease.

8.2. The Council may terminate this Lease where the payment of the Premium has not been paid in full in accordance with clause 12 of the Development Agreement and for the avoidance of doubt in the event that the Developer has not paid the Premium by the date in clause 12 of the Development Agreement being three (3) years from the date hereof the Council shall first serve notice on the Developer requiring payment and if such payment is not received within a further 10 (ten) working days of receipt of such notice the Council may by service of written notice on the Developer terminate this Lease and upon the date of service of such notice this Lease shall terminate forthwith subject to the provision in clause 8.1

8.3 Within one month after the end of the term occurring pursuant to termination under clause 8.2 (and notwithstanding that the term has ended), the Developer shall make an application to close the registered title of this Lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and the Developer shall keep the Council informed of the progress and completion of its application

9. DEALINGS

9.1. Save only as set out in this clause 9, this Lease is incapable of being assigned, charged, held on trust or in any way being dealt with by the Developer.

9.2. The Developer may not create any legal or equitable charge over the Property.

9.3. The provisions of clause 13 of the Development Agreement will apply in respect of the disposal of Dwellings and infrastructure agreements. The parties agree that the transfer of the Dwellings will include provisions whereby the Developer surrenders the Lease in respect of the relevant Dwelling by the inclusion of the following provisions

9.3.1. *"In consideration of the payment of the consideration for the Dwelling to the Developer the Developer transfers and surrenders to the Transferee and the Transferee accepts the surrender of the Dwelling to the intent that the term of years granted by the Lease so far as it concerns the Dwelling may merge and be extinguished in the reversion immediately expectant thereon "*

9.3.2. *"The Transferor (being the Council in the Dwelling transfer) hereby releases the Dwelling from the provisions for the payment of additional monies contained in the Lease (if any) and any vendor's lien created thereby".*

10. TRANSFER OF LAND TO THE MANAGEMENT COMPANY/LONG TERM STEWARDSHIP PROVIDER

10.1. If at any time the Council shall be desirous of transferring its freehold title in:

10.1.1. any Public Amenity Works; or

10.1.2. any Infrastructure Land

to a third party it shall be free to do so:

10.1.3. as soon as the Development Works relating to that land have been completed; or

- 10.1.4. when required to do so in order to satisfy the requirements of any Planning Agreement

and in each case the Developer will where necessary release the relevant Public Amenity Works and or Infrastructure from the terms of this Lease and or join into any Planning Agreement or related transfer where the terms are consistent with its obligations as contained in this Lease and such transfer shall reserve all rights (to be agreed by the parties acting reasonably) for the benefit of the Development as may be needed or are requisite to enable the parties to satisfy their obligations under this Agreement

- 10.2 The Developer and the Council intend that the open space on the Development is to be maintained by a management company and is not to remain in the ownership of the Council. The Developer will notify the Council of the proposed transfer to the management company and the Council shall enter into the transfer in accordance with clause 13.4 of the Development Agreement.

11. EFFECT OF THIS LEASE

- 11.1. No modification, variation or waiver of any of the terms of this Lease will be effective unless made in writing and signed by the parties to this Lease.
- 11.2. This Lease does not create and is not in any circumstances to be taken as having created a partnership between the Council and the Developer.
- 11.3. The Developer is not and will not at any time hold itself out as the agent of the Council for any purposes and under no circumstances will the Developer have the authority to bind the Council or hold itself out to the public, the Building Contractor or any member of the Professional Team as having such authority.
- 11.4. All contracts and agreements entered into by the Developer pursuant to this Lease will be contracts or agreements between the Developer as principal and the respective third parties and the Council will have no obligation or liability under them.

12. ENFORCEMENT

- 12.1. This Lease is to be governed by and interpreted in accordance with English law.
- 12.2. The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Council who retains the right to sue the Developer and enforce any judgment against the Developer in the courts of any competent jurisdiction.
- 12.3. The Developer appoints the Developer's Solicitor as its agent for the service of any notices or proceedings relating to this Lease.

13. EXCLUSION OF SECURITY OF TENURE¹

- 13.1. The Tenant confirms that before the date it became contractually bound to enter into the Tenancy created by this Lease:

- 13.1.1. the Landlord served on the Tenant a notice dated [20] in relation to the tenancy created by this Lease ("the Notice") in a form complying with the requirements of Schedule 1 of the 2003 Order;
- 13.1.2. the Tenant or a person duly authorised by the Tenant in relation to the Notice made a statutory declaration ("the Declaration") dated [20] in a form complying with the requirements of Schedule 2 of the 2003 Order.
- 13.2. The Tenant further confirms that where the Declaration was made by a person other than the Tenant the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.
- 13.3. The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the 1954 Act in relation to the tenancy created by this Lease.

14. AFFORDABLE HOUSING

- 14.1. The Developer is providing 9 affordable housing Dwellings on the Development and it is the intention that the remainder of the Dwellings are to be sold on the open market. In the event that the Developer wishes to dispose of more Dwellings to a Registered Provider they will provide the Council with prior written notice and request approval of the Council to such disposal. In the event that the Council confirms their approval the Developer shall be free to disposal of such Dwellings to a Registered Provider. In the event that the Council do not approve or do not respond within 10 Working Days of such request the Developer shall not be permitted to dispose of such additional Dwellings to a Registered Provider.

15. EXECUTION

- 15.1. The Developer and the Council have executed this Lease as a deed but not delivered until the date set out in the Particulars.
- 15.2. Any person who witnesses the sealing of this Lease is to be treated as having signed this Lease for the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.

Executed as a deed (but not
delivered until the date hereof)
by affixing the Common Seal of **Barnsley Metropolitan Borough Council**
in the presence of

Authorised Signatory

Executed as a deed by	)	
KEEPMOAT HOMES LIMITED acting by	)	
[NAME OF DIRECTOR]	)	
In the presence of:	)	Director
	)	
Witness	signature:	
.....		
Name:		
Address:		
.....		
Occupation:		

Executed as a deed by	)	
[NAME OF ATTORNEY] as attorney for	)	
KEEPMOAT HOMES LIMITED	)	
Under a power of attorney dated [INSERT]	)	Attorney for Keepmoat Homes Limited

DATE OF POWER OF ATTORNEY])

In the presence of:)

Witness signature:

.....

Name:

Address:

.....

Occupation:

Appendix 1 – Property Plan

Brown :
Subject to a right of way at
all times and for all purposes
with or without vehicles over
and along the roadways and
footpath, subject to contributi-
towards maintenance as per

Area added: 1.10 acres or thereabouts
or 0.40 hectares or thereabouts

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0 10 20 30 40 50
Scale: 1:1250
Area added: 1.10 acres or thereabouts
or 0.40 hectares or thereabouts

Client: **Keepmoat**

File: **KEE061.5**

Rev: **1**

wardhadaway
Sandgate House, 102 Quayside Newcastle upon Tyne
Tel: 0191 2044000 Fax: 0191 2044110

Title: **Overlay Plan**

Land at St Helens Avenue
Barnsley

Scale: **1:1250 @ A3**

Date **05/08/20**

Drawn By: **KS**

Plan 3

A3



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Client: Keepmoat		Title: Affordable Units Plan	
File: KEE061.22	Rev:	Land at St Helens Avenue Barnsley	
 Sandgate House, 102 Quayside Newcastle upon Tyne Tel: 0191 2044000 Fax: 0191 2044110		Plan 3	
		Scale: 1:1250 @A3	Date 27/02/19 Drawn By: CS

Plan 4

A3



ST HELENS BOULEVARD



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Client: **Keepmoat**

File: **KEE061.5**

Rev:

Title: **Plan 4**

Land at Carlton Road
Barnsley

wardhadaway
Sandgate House, 102 Quayside Newcastle upon Tyne
Tel: 0191 2044000 Fax: 0191 2044110

Scale: **1:1250** @A3

Date **05/08/20**

Drawn By: **KS**

Executed as a deed (but not delivered until the date hereof) by

affixing the Common Seal of
Barnsley Metropolitan Borough
Council in the presence of



Authorised Signatory



Executed as a deed by)
KEEPMOATHOMES LIMITED acting by)
[NAME OF DIRECTOR])
In the presence of:) Director

Witness signature:

.....

Name:

Address:

.....

Occupation:

Executed as a deed by)
[NAME OF ATTORNEY] as attorney for)
KEEPMOAT HOMES LIMITED)
Under a power of attorney dated **[INSERT**) Attorney for Keepmoat Homes Limited
DATE OF POWER OF ATTORNEY])
In the presence of:)

Witness signature:

.....

Name:

Address:

.....

Occupation: