

THIS DEED IS DATED:

7th October 2026

PARTIES

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire, S70 2TA (**the "Council"**) of the first part; and
- (2) **RJN DEVELOPMENTS LIMITED** (Company No. 15137618) whose registered office is situated at 23 Windmill Avenue, Grimethorpe, Barnsley, England, S72 7AN (**the "Owner"**) of the second part.

BACKGROUND

(A) By virtue of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations hereby created are enforceable.

(B) The Owner is the proprietor of the freehold comprising the Site which is registered at the Land Registry under Title Number SYK726070.

(C) The Application was submitted to the Council for planning permission for the Development.

(D) The parties have agreed to enter into this Deed in order to secure (subject to the terms and conditions of this Deed) the planning obligations herein.

(E) The parties have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) and agree the planning obligations it contains are: (i) necessary to make the Development acceptable in planning terms; (ii) directly related to the Development; and (iii) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions shall have the following meanings:

The 1990 Act

The Town and Country Planning Act 1990 (as amended).

Application

The application for planning permission for the Development which was submitted to the Council and which was given reference number 2025/0744 by the Council.

Loss of Greenspace Contribution

The contribution paid to the Council in accordance with Schedule 2 towards the loss of greenspace in accordance with the Council's SPD Open Space Provision on New Housing Developments (May 2019) or any replacement thereof.

National Planning Policy Framework / NPPF

The National Planning Policy Framework (as redefined by any amendment, replacement or re-enactment thereof).

Occupation

Occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations.

Owner

RJN Developments Limited and its successors in title.

Plan

The plan annexed to this deed.

Planning Obligation

The obligations and conditions and stipulations set out at Schedule 2 of this Deed and the term Planning Obligations shall be construed accordingly.

Planning Permission

The planning permission that may be granted pursuant to the Application for the Development.

Site

known as Land at Windmill Avenue, Grimethorpe, Barnsley, S72 7AQ and registered under title number SYK726070 shown edged red on the Plan.

Statutory Undertaker

Any company corporation board or authority authorised by statute to carry out an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking and any company, corporation, board or authority of a similar or like nature.

Working Day

Any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

5. EXCLUSIONS AND RELEASE

5.1 No person shall be bound by the terms of this Deed or be liable for the breach of any Planning Obligation:

5.1.1 after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);

5.1.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

5.1.3 if that party is an owner or occupier of an individual Dwelling (subject to any provisions in Schedule 2 which are intended to specifically bind an owner or occupier of an individual Dwelling);

5.2 If the Planning Permission:

5.2.1 expires before the Commencement of Development; or

5.2.2 is quashed by a court; or

5.2.3 is at any time revoked or modified (without the consent of the Owner),

this Deed shall determine and cease to have effect.

5.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or over any part of the Site unless and until such chargee or mortgagee has taken or entered into possession of the Site of part thereof in which case it shall also be bound by the covenants restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

5.4 No obligation in this Deed shall be binding or enforceable against any person who does not have an interest in the part of the Site to which the obligation relates.

6. REGISTRATION

6.1 The Deed is a local land charge and shall be registered as such by the Council.

6.2 Following either:

6.2.1 the performance and satisfaction of all the Planning Obligations contained in this Deed; or

6.2.2 the determination of this Deed in accordance with Clause 5.2

the Council shall upon the written request of the Owner as soon as reasonably practicable affect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7. OWNERHIP

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in any part of the Site.

8. NON-FETTER AND WAIVER

8.1 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

8.2 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions 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 or from acting upon any subsequent breach or default.

15. NOTIFICATION

15.1 Any notice, request, demand or other written communication to be given or served under this Deed must be in writing and must be:

15.1.1 delivered by hand; or

15.1.2 sent by pre-paid first-class post or other next working day delivery service.

15.2 Any notice, request, demand or other written communication to be given or served under this Deed must be sent to the relevant party as follows:

15.2.1 to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number;

15.2.2 to the Owner at 23 Windmill Avenue, Grimethorpe, Barnsley S72 7AN or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 14.

15.3 Any notice, request, demand or other written communication given or served in accordance with Clause 15.1 or Clause 15.2 shall be deemed to have been received:

15.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00am on the next Working Day; or

15.3.2 if sent by pre-paid first-class post or other next working day delivery service, on the Working Day after posting.

15.4 A notice, request, demand or other written communication given under this Deed shall not be validly given if sent by e-mail.

15.5 This Clause 15 does not apply to the service of any proceedings or other documents in any legal action.

16. DISPUTE RESOLUTION

16.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

16.2 Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such other period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision shall (except in cases of manifest error, error of law and/or fraud) be final and binding on the parties.

16.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

16.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days (or such other period as may be agreed) of receipt of the notice in Clause 15.2 above, shall be appointed or identified by the following persons:

(a) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

(b) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

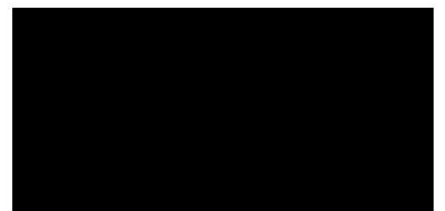
(c) in the case of any other dispute the President of the Bar Council.

16.3.2 the Expert shall act as an Expert and not as an arbitrator

16.3.3 the Expert shall be required to give notice of their appointment to each of the parties (Expert's notice) and thereafter:

SCHEDULE 1

THE PLAN



SCHEDULE 2
LOSS OF GREENSPACE CONTRIBUTION

1. The Owner covenants with the Council to pay to the Council the sum of £13,800 (Thirteen Thousand Eight Hundred Pounds), calculated on a per Dwelling basis, being £2,760 (Two Thousand Seven Hundred and Sixty Pounds) per Dwelling.
2. The total contribution is a fixed sum of **£13,800**, payable in two instalments of **£6,900** before commencement and **£6,900** before occupation of the first dwelling, irrespective of the final dwelling mix, unless a new Section 106 Agreement is entered into. The Owner shall pay the sums to the Council as a contribution towards loss of greenspace in accordance with the Council's SPD Open Space Provision on New Housing Developments (May 2019) or any replacement thereof.
3. The Loss of Greenspace Contribution shall be Index Linked.

SCHEDULE 3
COUNCIL'S COVENANTS

1. The Council shall not apply the Loss of Greenspace Contribution for any purpose other than for the purposes set out within this Deed.

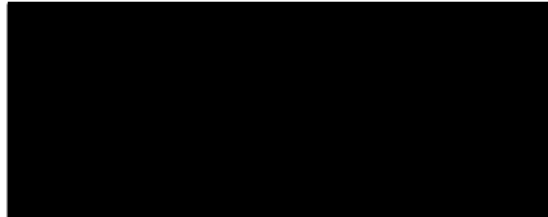
No. 1996
IN REGISTER



EXECUTED as a **DEED** by the affixing of
THE COMMON SEAL of BARNSELEY
METROPOLITAN BOROUGH COUNCIL

Authorised Sealing Officer

Print name



EXECUTED as a **DEED** by
RJN DEVELOPMENTS LIMITED

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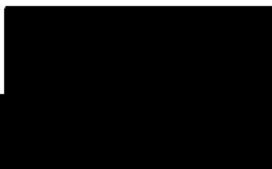
acting by a Director: -

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Director

in the presence of:

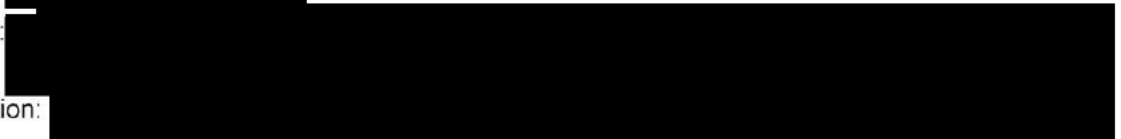
Witness Signature:



Witness Name:



Witness Address:



Witness Occupation:

