

DATED

2019

13 December

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO LAND AT LAND TO REAR OF 22 - 72 OWSTON
ROAD, CARCROFT**

between

DONCASTER BOROUGH COUNCIL

and

CHRISTOPHER ROBSON

and

KATHRYN JANE BROCKLEHURST

and

ANTHONY ROBSON

and

HELEN MAY ROBSON

and

RAYMOND DAVID CALDER

and

STUART DAVID TURNER

PLANNING REFERENCE: 19/01514/OUTM

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THIS DEED is dated
2019

13 December

- (1) DONCASTER BOROUGH COUNCIL of Civic Office, Waterdale, Doncaster DN1 3BU (**Council**).
- (2) CHRISTOPHER ROBSON, KATHRYN JANE BROCKLEHURST, ANTHONY ROBSON and HELEN MAY ROBSON of 43 Cemetery Road, Woodlands, Doncaster DN6 7RX (**Owner**)
- (3) RAYMOND DAVID CALDER of The Old Rectory 2 Watnall Road Nuthall Nottingham NG16 1DG and STUART DAVID TURNER of 112 Haxey Lane Haxey Doncaster DN9 2NE (**Developer**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances which is registered at the Land Registry under Title Number SYK416753.
- (C) The Owner has agreed to enter into this deed with the intention that the obligations contained in this deed may be enforced by the Council against the Owner and their respective successors in title 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 on the terms of this deed to the extent specified herein.
- (D) The Council as local planning authority is desirous of encouraging the application as a whole but would be unwilling to approve or conditionally approve the Planning Application in the absence of this deed.
- (E) The Developer has the benefit of an option to purchase the land owned by the Owner dated 12 February 2019 and has agreed to be party to this Deed to acknowledge the terms contained therein.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed:

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 subsequent equivalent document and in the Housing and Planning Act 2016 (or such other legislation that amends replaces or supplements it) in relation to low cost starter homes for first time buyers.

Affordable Housing Mix means the mix of tenure of the Affordable Housing Units which shall be 75% Affordable Rented Units and 25% Intermediate Units unless otherwise proposed by the Owner and agreed in writing by the Council.

Affordable Housing Scheme(s): means the scheme for the provision of the Affordable Housing Units for a Phase or the Development as a whole (as the case may be) or as otherwise agreed in writing between the Owner and the Council providing details of the location of the Affordable Housing Mix and the size and type of the Affordable Housing Units.

Affordable Housing Units means 26% of the total number of Dwellings comprising those Dwellings within the approved Affordable Housing Scheme(s) complying with the definition of Affordable Housing consisting of Affordable Rented Units and Intermediate Units or as otherwise agreed and reference to “**Affordable Housing Unit**” shall be construed accordingly.

Affordable Rented Units” means those units of Affordable Housing comprising 75% of the Affordable Housing Units the size and mix as may be agreed in the Affordable Housing Scheme to be constructed in accordance with the Planning Permission and Reserved Matters Approval(s) and to be let by a Registered Provider to households who are eligible for social rented housing subject to rent controls that require a rent of no more than 80% of the

local market rent (including service charges, where applicable) and reference to "**Affordable Rented Unit**" shall be construed accordingly.

Base Rate: means the higher of 5% and the base rate from time to time of Co-operative Bank plc.

Commence Construction: means in relation to any of the Dwellings to be constructed as part of the Development the date on which the construction of the built foundations of the Dwelling is commenced.

Commencement of Development: means the carrying out in relation to the Development (or where in the context so referred in this deed the relevant Phase or Phases) 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; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property and reference to "**Commences**" shall be construed accordingly.

Commencement Date: means the date of Commencement of Development.

Committed: means for the purposes of paragraph 1.3 of Schedule 2 monies shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfillment of which will require the Council to expend funds in the future and such monies are so expended no later than 12 months beyond the specified repayment date.

Default Interest Rate: means 4% per annum above the Base Rate.

Development: means the development of the Property authorised by the Planning Permission.

Dwelling: means a residential unit that may be built on the Property in accordance with the Planning Permission and reference to "**Dwellings**" shall be construed accordingly.

Education Commuted Sum: means the sum of £201,267 (two hundred and one thousand and two hundred and sixty seven pounds) Index Linked payable in accordance with paragraph 2 of Schedule 1 to be applied towards the provision of additional secondary school places at Outwood Adwick Academy and / or the provision of the School the need for which arises directly from the Development.

Homes and Communities Agency: means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part 1 of the Housing and Regeneration Act 2008.

Index Linked: means increased or decreased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.

Intermediate Units: means those units of Affordable Housing comprising 25% of the Affordable Housing Units the size and mix as may be agreed in the Affordable Housing Scheme to be constructed in accordance with the Planning Permission and Reserved Matters Approval(s) to be made available as shared ownership housing or shared equity housing that meets the criteria set out in the definition in Annex 2 of the National Planning Policy Framework or any subsequent equivalent document and in the Housing and Planning Act 2016 (or such other legislation that amends replaces or supplements it) in relation to low cost starter homes for first time buyers and reference to "**Intermediate Unit**" shall be construed accordingly.

Management Company: means a limited company or companies registered at Companies House which may already be in existence or which may be formed

by the Owner for the purposes carrying out future maintenance of the Open Space and: -

1. which is incorporated in England and Wales or Scotland;
2. which has its registered office in England or Scotland; and
3. whose primary objects permit it to maintain and renew open space areas.

Open Market Value: means the open market value of all or any of the Affordable Housing Units having regard to all relevant circumstances on the assumption that: -

1. the Affordable Housing Units are provided for private open market sale on a private residential estate with vacant possession; and
2. none of the restrictions relating to the provision of Affordable Housing contained in this deed apply thereto.

Open Space: means an area of public open space equivalent to not less than 15% of the Property for recreational use including provision for children's play equipment, details to be agreed with the Council pursuant to the Planning Permission and Reserved Matters Approval.

Phase: means a phase of the Development being an area of the Property for which an application is made to the Council for Reserved Matters Approval pursuant to the Planning Permission or such other areas of the Property which shall be agreed in writing between the Council and the Owner and reference to "**Phases**" shall be construed accordingly.

Plan 1: means the plan marked "Plan 1" attached to this deed.

Planning Application: means the application for outline planning permission validated by the Council on 21 June 2019 under reference 19/01514/OUTM.**Planning Obligations:** means the obligations, conditions and stipulations set out in Schedule 1 and reference to "**Planning Obligation**" shall be construed accordingly.

Planning Permission: means a planning permission which may be granted pursuant to the Planning Application and the Appeal.

Property: means the land to the rear of 22 - 72 Owston Road, Carcroft shown edged red on Plan 1 and registered at the Land Registry with absolute title under title number SYK416753.

Reasonable Endeavours: means that it is agreed by the parties that the party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary) but subject to these and to other terms of this deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect.

Registered Provider: means a registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision) 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 Owner and approved by the Council.

Reserved Matters Approval: means a reserved matters approval or reserved matters approvals granted by the Council in relation to a Reserved Matters Submission.

Reserved Matters Submission: means any reserved matters application(s) made pursuant to the Planning Permission.

TCPA 1990: means the Town and Country Planning Act 1990 (as amended).

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

Working Day: means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business and reference to "Working Days" shall be construed accordingly.

- 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 **writing** or **written** does not include faxes or e-mail.
- 1.11 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.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.

- 1.13 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.
- 1.14 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 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.
- 1.16 The expression “the Owner” shall include their respective successors and assigns

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, section 2 of the Local Government Act 2000 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 Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 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.
- 2.4 The Owner agrees to its interest in the Property being bound by the provisions of this deed.

3. CONDITIONALITY

With the exception of clauses 2, 3, 4(b), 10, 12, 15, 16, 20, 21 and 25; and paragraph 1.1 of Schedule 1 (which take effect immediately), this deed is conditional on: -

- 3.1 the grant and issue of the Planning Permission; and
- 3.2 the Commencement of Development.

4. COVENANTS TO THE COUNCIL

Subject to clause 3 the Owner covenants with the Council to: -

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- (b) give at least seven Working Days written notice to the Council of the intended Commencement Date.

5. COVENANTS BY THE COUNCIL

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2 and where applicable in Schedule 1.

6. INDEXATION

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- 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 Owner in writing.

7. RELEASE

- 7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed: -
 - 7.1.1 after parting with all of its interest in the Property except in respect of any breach subsisting prior to parting with such interest;

7.1.2 if he or it shall be an occupier or owner or tenant of a Dwelling;

7.1.3 if it is a Statutory Undertaker which has an interest in any part of the Property for the purposes of its undertaking.

8. DETERMINATION OF DEED

Save where a section 73 permission to which clause 19.3 applies has been granted which remains extant, the obligations in this deed (with the exception of clause 10) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied modified or revoked other than at the request of the Owner;
or
- (c) is quashed following a successful legal challenge.

9. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

10. COUNCIL'S COSTS

10.1 The Developer shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

11. INTEREST ON LATE PAYMENT

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

12. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

12.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within seven Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property: -

(a) the name and address of the person to whom the disposition was made; and

(b) the nature and extent of the interest disposed of

PROVIDED THAT this obligation shall not apply to the disposal by the Owner of any individual dwellings constructed on the Property.

13. 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.

14. CANCELLATION OF ENTRIES

14.1 On the written request of the Owner 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.

14.2 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 8 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

15. DISPUTES

If any dispute arises 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).

16. NO FETTER OF DISCRETION

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

17. NO COMPENSATION PAYABLE

No compensation shall be payable by the Council as a result of the obligations contained in this deed.

18. WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Owner 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.

19. FUTURE PERMISSIONS

- 19.1 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 specified in a section 73 application to which clause 19.3 below applies) granted (whether or not on appeal) after the date of this deed.

- 19.2 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of TCPA 1990 this deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.
- 19.3 In the event that an application is made pursuant to Section 73 of TCPA 1990 for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this deed shall be to the new planning permission granted pursuant to Section 73 of TCPA 1990 and this deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of TCPA 1990.

20. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 20.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- 20.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

21. NOTICES

- 21.1 Any notice 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 at its address as set out below: -

21.1.1 Council: Head of Planning, Civic Office, Waterdale, Doncaster DN1 3BU;

or as otherwise specified by the relevant person by notice in writing to each other person.

21.2 Any notice or other communication shall be deemed to have been duly received: -

21.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

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

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

22. 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.

23. SEVERANCE

23.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

23.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. VALUE ADDED TAX

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

24.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

25. 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.

DEVELOPERS CONSENT

The Developer is party to this Agreement to acknowledge the terms and provisions contained herein but it shall not be liable for the obligations herein unless and until it acquires an interest in the Property being more than an option to purchase following which it will become liable as successor in title to the Owner

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

Schedule 1
(Covenants to the Council)

The Owner covenants with the Council as follows: -

1. AFFORDABLE HOUSING

1.1 Prior to the Commencement of Development or the Commencement of Development of each Phase (as the case may be) to submit an Affordable Housing Scheme for the Development or for that Phase to the Council and obtain the Council's approval in writing to the Affordable Housing Scheme for the Development or for that Phase. The Scheme shall include:

1.1.1 the numbers, type, tenure and location on the Property of the Affordable Housing provision to be made which shall consist of not less than 26% of housing units;

1.1.2 the timing and construction of the affordable housing and its phasing in relation to the occupancy of the market housing;

1.1.3 The arrangements for the transfer of the affordable housing to an affordable housing provider or, in the event that a transfer of the Affordable Housing cannot be achieved, the payment to the Council of a commuted sum to be agreed with the Council;

1.1.4 The arrangements to ensure that such provision is affordable for first and subsequent occupiers of the affordable housing; and

1.1.5 The occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

2. EDUCATION COMMUTED SUM

2.1 Following the receipt of a Reserved Matters Approval not to construct the roof covering of: -

- 1.1.1 more than 25% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 25% of the Index Linked Education Commuted Sum relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council;
- 1.1.2 more than 50% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 50% of the Index Linked Education Commuted Sum relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council;
- 1.1.3 more than 75% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 75% of the Index Linked Education Commuted Sum relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council;
- 1.1.4 more than 90% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 100% of the Index Linked Education Commuted Sum relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

3. PUBLIC OPEN SPACE

- 3.1 To layout and provide the Open Space in accordance with the Planning Permission and Reserved Matters Approval together with approved plans.
- 3.2 Upon the completion of the works specified in paragraph 3.1 of this Schedule to the Council's reasonable satisfaction to transfer the Open Space to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on terms to be agreed between the Owner, the Management Company and the Council and all further maintenance shall be thereafter carried out by the Management Company **PROVIDED THAT** the

Management Company shall covenant in the said transfer / dedication so as to bind the land transferred into whatsoever hands the same may come to maintain and keep open the land transferred and not to permit it to be used for anything other than public open space.

Schedule 2
(Covenants by the Council)

1. EDUCATION COMMUTED SUM

- 1.1 To pay the Education Commuted Sum into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 To apply the Education Commuted Sum for the purposes referred to in the definition of Education Commuted Sum (whether by the Council or another party) and not apply the Education Commuted Sum for any other purposes and the Council shall (on the reasonable written request of the payee or the payee's nominee) provide evidence that the monies have been so applied.
- 1.3 In the event that the Education Commuted Sum has not been spent or Committed for expenditure by the Council within five years following the date of receipt of the final instalment the Council shall refund to the Owner (or the Owner's nominee) any part of the Education Commuted Sum which has not been spent or Committed for expenditure, together with any accrued interest.

Section 106 Agreement

Executed as a Deed by affixing

THE COMMON SEAL of
Doncaster Borough Council
in the presence of:-



Authorised by Assistant Director
Legal and Democratic Services

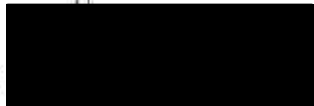
Seal No. 68532

**EXECUTED AS A DEED BY
CHRISTOPHER ROBSON**

in the presence of:



Signature



Name of witness ALAN FORRY.

Address 95, GALFRID ROAD. BILTON -
HULL. HULL A.H.C.

Occupation

RETIRED POLICE OFFICER

**EXECUTED AS A DEED BY
HELEN MAY ROBSON**



in the presence of:

Signature



Name of witness *ALAN FORY*

Address *25, GALFRID ROAD, BILTON,
HULL HU11 4HG*

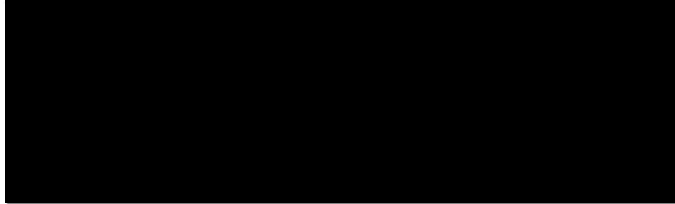
Occupation *RETIRED POLICE
OFFICER*



**EXECUTED AS A DEED BY
RAYMOND DAVID CALDER**

in the presence of:

Signature



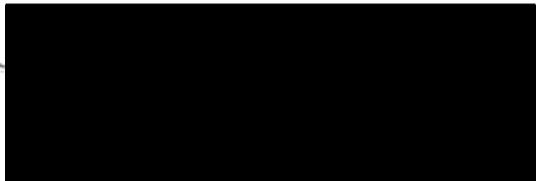
Name of witness

Address

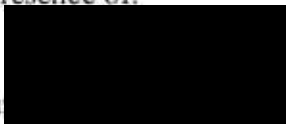
Occupation

PAUL VINCENT BULLEN
SOLICITOR
10 ALBION PLACE
DONCASTER DN1 2EG

**EXECUTED AS A DEED BY
KATHRYN JANE BROCKLEHURST**



in the presence of:



Signature

Name of witness ALAN FURY.

Address 95, GARFERN ROAD BILTON.
HULL. HULL NG6.

Occupation

RETIRED POLICE OFFICER

**EXECUTED AS A DEED BY
ANTHONY ROBSON**



in the presence of:



Signature

Name of witness BEN COUCH

Address 120 Bridge Street Workshop

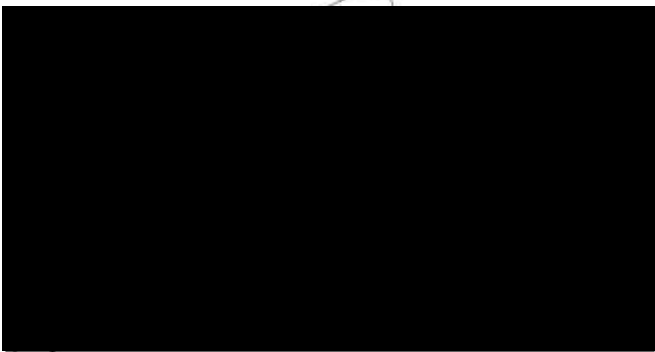
Occupation

Solicitor

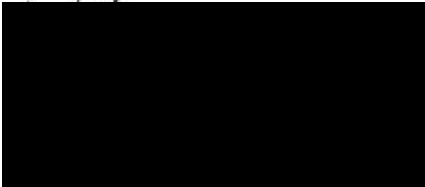
Section 106 Agreement

**EXECUTED AS A DEED BY
STUART DAVID TURNER**

in the presence of:



Signature

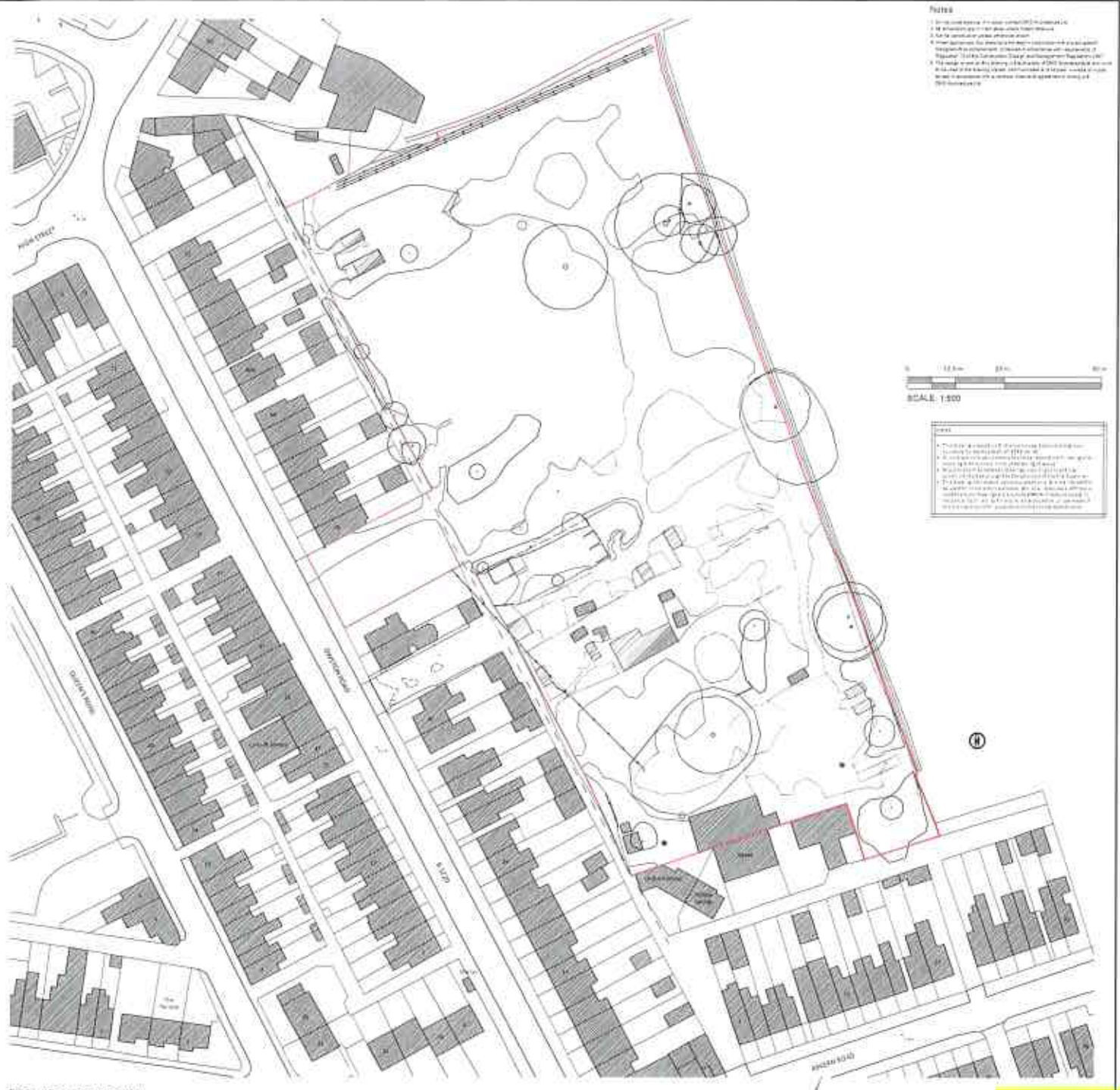


Name of witness

Address

Occupation

PAUL VINCENT BULLEN
SOLICITOR
10 ALBION PLACE
DONCASTER DN1 2EG



- NOTES**
1. Site boundary as shown on the site plan.
 2. All buildings are shown as existing.
 3. All roads are shown as existing.
 4. All trees are shown as existing.
 5. All other features are shown as existing.
 6. All other features are shown as existing.
 7. All other features are shown as existing.
 8. All other features are shown as existing.
 9. All other features are shown as existing.
 10. All other features are shown as existing.

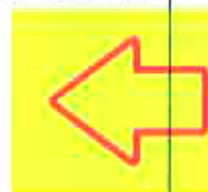
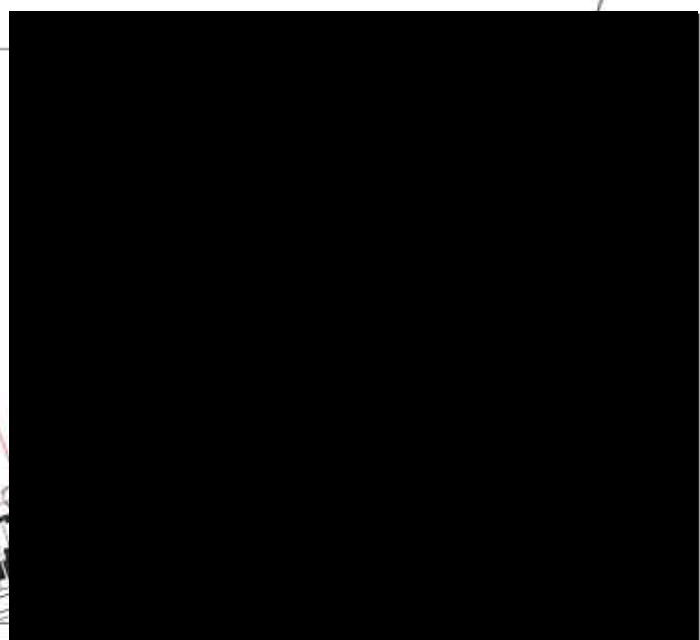
0 10m 20m 30m
SCALE 1:500

- KEY**
- 1. Proposed development
 - 2. Existing buildings
 - 3. Existing roads
 - 4. Existing trees
 - 5. Existing other features
 - 6. Proposed boundary
 - 7. Proposed boundary
 - 8. Proposed boundary
 - 9. Proposed boundary
 - 10. Proposed boundary

EXISTING SITE BLOCK PLAN
2014.03.05



SITE LOCATION PLAN
2014.03.05



NO.	DATE	DESCRIPTION	BY	CHK
1	2014.03.05	Final Design Approval
2	2014.03.05	Final Design Approval
3	2014.03.05	Final Design Approval

DMS			
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PROJECT			
PROPOSED RESIDENTIAL DEVELOPMENT ON LAND TO THE EAST OF OVSTON ROAD, CARCROFT DONCASTER			
TITLE			
SITE LOCATION PLAN & EXISTING BLOCK PLAN			
DRAWN			
OUTLINE PLANNING			
PROJECT NO.	001285	NO.	0
SCALE	1:1250 & 1:500 @ A1	DATE	2014.03.05
DATE	2014.03.05	BY	...
NO.	...	CHKD	...

0 1 1 1

