Dated 3 March 2017

THOMAS DAVIES, DAVID WILLIAM PEDLEY, ALLAN JAMES DAVIES, ANDREW DAVID WRIGLESWORTH (1)

PERSIMMON HOMES LIMITED (2)

KIRKLEES METROPOLITAN BOROUGH COUNCIL (3)

Planning Obligation made pursuant to section 106 of the Town and Country Planning Act 1990 relating to land at Flockton Hall Farm, Barnsley Road, Flockton, West Yorkshire WF4 4DW

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

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ANNEX A PLAN

ANNEX B. SCHEDULE OF AFFORDABLE HOUSING ACCOMMODATION

THIS DEED is dated the third of March 2017

(1) **THOMAS DAVIES, DAVID WILLIAM PEDLEY, ALLAN JAMES DAVIES, ANDREW DAVID WRIGLESWORTH** of Savile Estate Office, 32 The Town, Dewsbury WF12 OQZ **("the Owners")**

(2) **PERSIMMON HOMES LIMITED** (company number 4108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE **("the Developer")**

(3) **KIRKLEES METROPOLITAN BOROUGH COUNCIL** of 2nd Floor, Civic Centre 3, Market Street, Huddersfield HD1 2YZ **("the Council")**

BACKGROUND

(A) The Council is the local planning authority for the purposes of the TCPA 1990 the area in which the Property is situated.

(B) The Owners are the trustees of the Lord Savile 1965 Trust and are the freehold owners of the Property under Title number WYK858349.

(C) The Developer has entered into an option agreement dated 1 August 2014 with the Owners to purchase the Property.

(D) The Planning Application was submitted to the Council by Charles Church (West Yorkshire) Limited, a subsidiary company of the Developer and the Developer is proposing to carry out the Development.

(E) The Council has resolved to grant Planning Permission for the Development subject to the prior completion of this deed.

(F) The Owners and Developer by entering into this deed do so to create planning obligations in respect of the Property and each part of it in favour of the Council pursuant to section 106 of the TCPA 1990 and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.

1. AGREED TERMS

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

Administrative Charge: 1% of the Financial Contribution

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

Affordable Intermediate Housing Units: Affordable Housing comprising 4 Dwellings to be transferred to a Registered Provider for disposal by the Registered Provider at prices and rents below market prices or rents, to include shared ownership, share equity, discounted sale, sub-market/intermediate rent, rent to buy as detailed in the Schedule of Affordable Housing Accommodation annexed hereto at Annex B

Affordable Price: the sum to be paid by the Registered Provider (or Alternative Registered Provider) to the Owners which shall reflect the range of prices prevailing in SPD2 or such other sum as may be reasonably agreed between the Owners and Registered Provider or Alternative Registered Provider

Affordable Rented Housing Units: Affordable Housing comprising 5 Dwellings to be transferred to a Registered Provider and to be let at a social rent or an affordable rent as detailed in the Schedule of Affordable Housing Accommodation annexed hereto at Annex B

Affordable Units: Affordable Housing comprising 9 Dwellings as detailed on the Schedule of Affordable Housing Accommodation annexed hereto at Annex B and shown on the Plan or in some other location or some other mix and type to be agreed in writing with the Council before the Commencement of Development (such agreement not to be unreasonably withheld or delayed) and "Affordable Unit" shall mean any one of the Affordable Units

Alternative Registered Provider: such other Registered Provider as shall be nominated by the Council under Schedule 2 of this deed

Bus Stop Shelter Contribution: the sum of Ten Thousand Pounds (£10,000.00) for the provision and maintenance of a bus stop shelter (including seating, lighting and bus information) at bus stop number 20691 located on Barnsley Road approximately 150 metres east of the Property

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56 (4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works, site clearance, ground investigations, remedial work in respect of contamination and any other adverse ground conditions, site survey works, temporary access, construction works, diversion and laying out of services,

archaeological investigation and erection of any fences, hoardings and advertisements around the Property. **Commence** and **Commences** shall be construed accordingly

Commencement Date: the date Development Commences

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

Drainage Contribution: the sum of Seventy Thousand Pounds (£70,000.00) being a contribution for off-site highway drain repair upgrade in the vicinity of the Development in accordance with paragraph 2 of Schedule 1 to this deed

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

Education Contribution: the sum of One Hundred and Thirty Thousand Nine Hundred and Eighty Seven Pounds (£130,987.00) being a contribution toward improvements and facilities at and in the following amounts; Seventy Three Thousand and Eight Hundred and Ninety Seven Pounds (£73,897.00) for Flockton C of E First School, Barnsley Road, Flockton and Fifty Seven Thousand and Ninety One Pounds (£57,090.00) for Scissett Middle School, Scissett, Huddersfield and for no other purpose payable in accordance with paragraph 1 of Schedule 1 to this deed

Financial Contribution: means the payment to be made in lieu of the provision of on-site Affordable Units (or a full complement thereof) calculated as described in paragraph 11.4 of SPD2.

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

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

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

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

Interest: interest at the rate of 2% above the Base Rate for the time being of Barclays Bank Plc

Market Dwellings: Dwellings that are not Affordable Units

MetroCard Contribution: the sum of Twenty Two Thousand One Hundred and Thirty Seven Pounds and Fifty Pence (£22, 137.50) for the provision by Metro of a MetroCard bus only travel card for each of the Dwellings in accordance with the Residential MetroCard Scheme

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

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

(i) a willing seller;

(ii) that prior to the date of valuation there has been a reasonable period (having regard to the nature of the relevant Dwelling and the state of the market) for the proper marketing of the Disposal including but not limited to agreement of price and terms and for the completion of the Disposal;

(iii) the state of the market level of values and other relevant circumstances;

(iv) that no account is taken of any additional bid by a purchaser with a special interest; and

(v) that any extras such as higher specification fittings are disregarded when the Dwelling is first marketed as new build; (vi) that the restrictions imposed on the Dwelling by virtue of this undertaking are disregarded

Plan: the plan attached to this deed at Annex A

Planning Application: the application for full planning permission for the erection of 46 dwellings and associated works including access, public open space, landscaping, parking and ancillary works application reference 2016/92811

Planning Permission: the planning permission which may be to be granted on appeal in respect of the Planning Application or any such amendment to such planning permission pursuant to section 73 of the TCPA 1990

Property: the land at Flockton Hall Farm, Barnsley Road, Flockton, West Yorkshire WF4 4DW shown edged red on the Plan and which is registered at HM Land Registry with absolute title under title number WYK858349

Public Open Space Contribution: the sum of Twenty Thousand Pounds (£20,000.00) towards the provision or improvement of equipped play space within Flockton

Public Open Space Inspection Fee: the sum of Two Hundred and Fifty Pounds (£250.00) for the Council's fees to inspect and certify the completion of the on-site public open space that is to be provided pursuant to the Planning Permission

Residential MetroCard Scheme: the "Metro-Residential MetroCard Scheme A" being the a joint initiative scheme between Metro and West Yorkshire bus operators that aims to encourage public transport use by house occupiers at new residential development sites through the provision of discounted annual MetroCards thus helping to establish sustainable travel patterns

Registered Provider: a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendments, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as may be proposed by the owner and approved by the Council

SPD2: the Council's Supplementary Planning Document Number 2 – Affordable Housing adopted by Kirklees Council on 18 November 2008.

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

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

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

1.2 Clause headings shall not affect the interpretation of this deed

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

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

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

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

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

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

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

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

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

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

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

2. STATUTORY PROVISIONS

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

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

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

3. CONDITIONALITY

3.1 This deed is conditional on:

3.1.1 the grant and issue of the Planning Permission: and

3.1.2 the Commencement of Development.

4. COVENANTS TO THE COUNCIL

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

5. COVENANTS BY THE COUNCIL

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

6. INDEXATION

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

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

7. MISCELLENEOUS

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

7.2 This deed shall not be binding upon the owner/occupiers or tenants of the Dwellings or upon the Registered Provider nor against a mortgagee or chargee of the Affordable Units or any person acquiring the same under a statutory right to acquire the same nor any statutory undertaker which has an interest in any of the Property for the purposes of this deed and for the avoidance of doubt they shall not be liable for any breach of any covenant, restriction or obligation contained in this deed.

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

6.4 This deed is a local land charge.

8. DETERMINATION OF DEED

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

(a) expires; or

(b) is varied or revoked other than at the request of the Developer or Owners; or

(c) is quashed following a successful legal challenge.

9. COUNCIL'S COSTS

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

10. REASONABLENESS

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

11. CANCELLATION OF ENTRIES

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

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

12. DISPUTES

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).

13. INTEREST

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

14. NO FETTER OF DISCRETION

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

15. WAIVER

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

16. FUTURE PERMISSIONS

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

17. NOTICES

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

(a) Council: Kirklees Metropolitan Borough Council 2nd Floor Civic Centre 3, Market Street Huddersfield

(b) Developer: Persimmon Homes Limited. Persimmon House, Fulford York Y019 4FE or as otherwise specified by the relevant person by notice in writing to each other person.

(c) Owners: Savile Estate Office, 32 The Town, Dewsbury WF12 OQZ

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

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

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

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

18. THIRD PARTY RIGHTS

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

19. VALUE ADDED TAX

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

20. GOVERNING LAW

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

Schedule 1

DEVELOPER AND OWNERS' COVENANTS

The Owners and the Developer covenant with the Council:

1. To pay to the Council the Education Contribution on the following terms:

   1.1 50% of the Education Contribution prior to the Occupation of the 10th Market Dwelling; and

   1.2 50% of the Education Contribution prior to the Occupation of the 20th Market Dwelling.

2. To pay to the Council the Drainage Contribution upon the Commencement of Development.

3. To pay to the Council the Public Open Space Contribution and the Public Open Space Inspection Fee prior to the Occupation of the 20th Market Dwelling.

4. To pay to the Council the Bus Stop Shelter Contribution prior to the Occupation of the 20th Market Dwelling.

5. To pay to the Council the MetroCard Contribution prior to the Occupation of the first Dwell

Schedule 2

AFFORDABLE HOUSING PROVISIONS

1. AFFORDABLE HOUSING

The Owners and Developer covenant with the Council:-

1.1 Not to permit in excess of 25 Market Dwellings to be substantially completed until the Affordable Units have been constructed in accordance with Clause 1.2 hereof and made available for sale to the Registered Provider or Alternative Registered Provider.

1.2 To construct the Affordable Units to Homes and Communities Agency design and quality standards or Housing Corporation scheme development standards (or such other standards as may be agreed between the Owners or Developer and the Registered Provider or Alternative Registered Provider) in accordance with the Planning Permission and approved plans unless otherwise agreed with the Registered Provider or the Alternative Registered Provider.

1.3 If the Registered Provider or the Alternative Registered Provider shall not confirm in writing to the Owners or Developer its willingness subject to contract to accept the Affordable Units at the Affordable Price within twelve (12)) calendar months of Commencement of Development on terms acceptable to the Owners/Developer then the Council upon receipt of notice in writing from the Owners or Developer to that effect shall as soon as reasonably practicable nominate another Registered Provider and this provision may be repeated as often as is necessary (subject to Clause 1.4 below) until such time as one of the nominated Registered Provider shall have confirmed its willingness subject to contract to purchase the Affordable Units

1.4 If neither the Registered Provider or Alternative Registered Provider shall have confirmed its willingness subject to contract to purchase the Affordable Units at the Affordable Price within a period of twenty -four (24)calendar months from Commencement of Development on terms acceptable to the Owners/Developer and the Owners shall have produced evidence in writing to the reasonable satisfaction of the Council that it has made reasonable endeavours to secure acceptance of the Affordable Units by the Registered Provider or Alternative Registered Provider then the Owners will be free to offer such

Dwellings for sale on the open market but the provisions of paragraphs 1.6 and 1.7 of this Schedule 2 shall apply

1.5 If the Registered Provider or Alternative Registered Provider after confirming its willingness to purchase the Affordable Units does not then contract to buy the Affordable Units within two (2) months from the delivery of the complete package of contract documentation to the Registered Provider's solicitor or the Solicitor of the Alternative Registered Provider then:-

1.5.1 if a period of twelve (12) calendar months from the Commencement of Development has expired the Owners will be free to offer the Affordable Units for sale on the open market but the provisions of Clauses 1.6 and 1.7 below shall apply

1.5.2 in any other circumstances the provisions of Clause 1.3 shall continue to apply

1.6 In the event that the Owners are free to offer the Affordable Units for sale on the open market pursuant to Clause 1.4 or 1.5.1 hereof the Owners shall within 28 (twenty eight) days thereof pay to the Council:-

1.6.1 the Financial Contribution; and

1.6.3 the Administration Charge

1.7 The open market value of the Affordable Units shall be determined in the first instance between the Owners or Developer and the Council and in default of such determination as described in the definition of Open Market Value.

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

1.8.1 None of the provisions in this Second Schedule or any provisions of this deed shall be binding upon a charge or mortgagee of an Registered Provider (or Alternative Registered Provider) or any receiver appointed by such chargee or mortgagee or their successors in title and such chargee or mortgagee or receiver and their successors in in title shall be entitled to sell the Affordable Units free from the provisions of this Second Schedule or any of the provisions of this deed and provided further that such provisions shall not bind:

(i) a tenant of an Affordable Rented Housing Unit who exercises any right to buy or right to acquire such dwelling or acquires the relevant Affordable Rented Housing Unit pursuant to a voluntary sales policy of his landlord; and

(ii) any person deriving title through or under such tenant; and

(iii) any tenant who staircases out a property to 100%

Schedule 3

COUNCIL COVENANTS

1. The Council covenants with the Developer and the Owners

1.1 To pay the Education Contribution, the Public Open Space Contribution, the Bus Stop Shelter Contribution and the Financial Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.

1.2 Not to use any part of the Education Contribution, the Public Open Space Contribution, the Bus Stop Shelter Contribution and the Financial Contribution other than for the purposes for which they were paid (whether by the Council or another party).

1.3 In the event that the Education Contribution the Public Open Space Contribution, the Bus Stop Shelter Contribution or and the Financial Contribution have not been spent or committed for expenditure by the Council within five years following the date of receipt of the relevant contribution the Council shall refund to the Developer or its nominee any part of the Education Contribution, the Public Open Space Contribution or the Bus Stop Shelter Contribution which have not been spent or committed for expenditure, together with any accrued interest.

2 The Council covenants with the Developer and the Owners

2.1 To pay the Drainage Contribution and the MetroCard Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.

2.2 Not to use any part of the Drainage Contribution or the MetroCard Contribution other than for the purposes for which they were paid (whether by the Council or another party).

2.3 In the event that the Drainage Contribution or the MetroCard Contribution have not been spent by the Council within five years following the date of receipt of the Drainage Contribution or the MetroCard Contribution, whichever is relevant the Council shall refund to the Developer or its nominee any part of the Drainage Contribution or the MetroCard Contribution which have not been spent or committed for expenditure, together with any accrued interest.

Annex A: Plan

SCHEDULE OF ACCOMMODATION

Housetype	Total
Marylebone 2 Storey 4 Bed Detached	3 No.
Fenchurch 2 Storey 4 Bed Detached	7 No.
Mayfair 2 Storey 4 Bed Detached	2 No.
Holborn 2 Storey 4/5 Bed Detached	2 No.
Picadilly 2 Storey 3 Bed Semi Detached / Detached	12 No.
Harley 2 Storey 4 Bed Detached	7 No.
Knightsbridge 2 Storey 4 Bed Detached	2 No.
Whitehall 2 Storey 3 Bed Detached	2 No.
Brampton 2 Storey 2 Bed Semi Detached/ Terraced House	4 No.
Hanbury 2 Storey 3 Bed Semi Detached	5 No.

Total = 46

Rev R - 05-12-16 - SAC
Emergency turning to private drive in front of plot 44 added
Rev P - 20-11-15 - CJB
Turning heads revised to shortened versions, additional parking added to plots 8, 9 & 10. Bin collection point added adjacent plot 42. Private drive to plots 44-46 amended to allow for emergency vehicle turning
Rev O - 24-11-15 - CJB
Lockable gates added between plots 7 & 8, plot 20 fronted and 1800mm high fence with 300mm trellis added to eastern & western plot boundaries.
Rev P - 25-10-15 - CJB
Layout amended to suit revised position of turn access following comments by highway consultant.
Rev N - 06-08-15 - SAC
Replaces farm access added layout adjusted
Rev M - 28-05-15 - CJB
Layout amended & visitor parking arrangement revised.
Rev L - 08-05-15 - CJB
Access road into site revised along with the forte access and this amended, visitor parking amended.
Rev K - 08-01-15 - DRH
Timber farm gates shown to provide farm access
Rev J - 14-08-15 - SAC
Turning Heads extended to 17m adj plot 13 & 37 as highways request
Rev H - 28-05-15 - CJB
Car port added over plots 6&8 car parking spaces, visibility splays amended, shared surface widened adjacent plots 34 & 38 and Plot 34 handed
Rev G - 18-05-15 - CJB
Back edge of footpath adjacent plot 1 reduced to 6.1m, Existing road & proposed junction markings added.
Rev F - 16-05-15 - CJB
Visability splays added to Barnsley Road
Rev E - 05-05-15 - SAC
Plots 12 & 13 changed to affordable and plot 4 garage detached due to level issues, garage block revised

KEY:

- DENOTES 1800 HIGH CLOSED BOARDED WITH 300 HIGH TRELLIS
- DENOTES 1800 HIGH CLOSE BOARDED FENCE
- DENOTES 1500 HIGH CLOSE BOARDED FENCE
- DENOTES 1800 HIGH SCREEN WALL / FENCE
- DENOTES 900 HIGH RAILINGS
- DENOTES 450 HIGH KNEE RAIL
- SHARED SURFACE BLOCK PAVING
- TURF PLANTING AREA
- EXISTING TREE (RETAINED)
- ROOT PROTECTION AREA
- PROPOSED TREES
- DENOTES AFFORDABLE UNITS
- DENOTES PERSONNEL ACCESS DOOR
- LOCKABLE GATE 1800 HIGH

FOR FULL LANDSCAPE DETAILS SEE LANDSCAPE ARCHITECTS PLANS

PARKING SPACES TO BE 5m X 2.5m

ALL DRIVEWAYS ARE A MIN OF 6.0m LONG
SINGLE DRIVES ARE 3m WIDE
DOUBLE DRIVEWAYS ARE 5m WIDE

Scale 1:500

CHARLES CHURCH

BARNSLEY ROAD FLOCKTON

PLANNING LAYOUT

Scale	1:500@A1	Drawing Number	FLO-2014-01S
Drawn By	CJB		
Checked By	SAC		NOV 14

Annex B: Schedule of Affordable Housing Accommodation

Plot Numbers	House Types	No. of Bedrooms	Tenure
5 - 6	Brampton	2 bed	Intermediate
7 - 8	Hanbury	3 bed	Intermediate
9 -10	Brampton	2 bed	Social Rented
11- 13	Hanbury	3 bed	Social Rented

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

SIGNED as a DEED by **ANDREW DAVID WRIGLESWORTH** as attorney for **THOMAS DAVIES** under power of attorney dated [5 August 2016] in the presence of:

.....

Signature of Witness .....

Name of Witness LINDA NAWOJ

Address 19 COOKRIDGE STREET
LEEDS LS2 3AG

SIGNED as a DEED by **DAVID WILLIAM PEDLEY** in the presence of:

..... 23/2/16

Signature of Witness .....

Name of Witness R.H STEPHENSON

Address UPPER AYNHO COTTAGES
AYNHO BANBURY
OXON OX17 3AY

SIGNED as a DEED by **ANDREW DAVID WRIGLESWORTH** as attorney for **ALLAN JAMES DAVIES** under power of attorney dated [5 August 2016] in the presence of:

.....

Signature of Witness .....

Name of Witness LINDA NAWOJ

Address 19 COOKRIDGE STREET
LEEDS LS2 3AG

SIGNED as a DEED by
ANDREW DAVID WRIGLESWORTH in
the presence of:

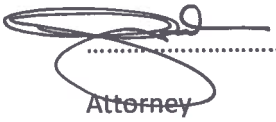
Signature of Witness .....

Name of Witness LINDA WARDS

Address 19 COCKRIDGE STREET
LEEDS LS2 3AG

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

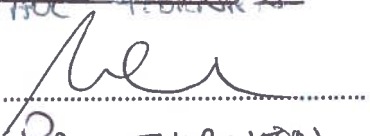
[D. GANDER]



Attorney

in the presence of:

~~PAUL THORNTON~~



Signature of Witness .....

Name of Witness PAUL THORNTON

Address 3 HEPTON COURT,
YORK ROAD, LEEDS, LS9 6PW

[ ]

KAREN FOLLOWS

Attorney

in the presence of:

Signature of Witness .....

Name of Witness PAUL THORNTON

Address 3 HEPTON COURT,
YORK ROAD, LEEDS, LS9 6PW

THE CORPORATE COMMON SEAL OF THE COUNCIL OF THE BOROUGH OF KIRKLEES was hereunto fixed but not delivered until the date hereof in the presence of:

Assistant Director – Legal Governance and Monitoring/Authorised Signatory