

DATED

15th July

1988

ALLEN HIRST

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

A G R E E M E N T

under Section 52 of the Town and Country
Planning Act 1971 relating to land at
Smithfield Poultry Farm, Scholes Moor,
Scholes, Holmfirth in the County of West
Yorkshire

M R G VAUSE
Solicitor
Chief Legal and Administrative Officer
Kirklees Metropolitan Council
Kirklees House
Market Street
Huddersfield
HD1 2TG

THIS AGREEMENT is made the

15th

day of

July

One thousand nine hundred and eighty eight BETWEEN ALLEN HIRST

of Smithfield Poultry Farm, Scholes Moor, Scholes, Holmfirth in the County of West Yorkshire (hereinafter called "the Owner") of the one part and

THE COUNCIL OF THE BOROUGH OF KIRKLEES (hereinafter called "the Council") of the other part.

WHEREAS the Council is the district planning authority for the Kirklees Metropolitan District.

AND WHEREAS the Owner is the owner of land at Smithfield Poultry Farm, Scholes Moor, Scholes, Holmfirth in the said County shown edged blue on the plan attached hereto.

AND WHEREAS by the provisions of Section 52 of the Town and Country Planning Act 1971 a district planning authority may enter into an agreement with any person interested in land in its area for the purpose of restricting or regulating the development or use of the land.

AND WHEREAS the Council would not have granted the planning permission referred to in the Schedule hereto but for the provisions of this Agreement because of the restrictions upon the grant of planning permission for residential development in the Green Belt.

NOW IT IS HEREBY AGREED between the parties as follows:-

1. IN consideration of the grant of planning permission referred to in the Schedule hereto the Owner will not cause or permit the dwelling for which the said planning permission is granted (to be erected in the location shown edged red on the plan attached hereto) to be occupied other than by a person

employed or last employed locally in agriculture or forestry or by the widow or widower or such a person or by the dependant of such a person residing with him.

2. THE Owner will not sell assign or lease the said dwelling except as one parcel with the existing buildings and the whole or a substantial part of the land shown edged blue on the plan attached hereto.

3. IN this Agreement the expression agriculture shall include horticulture, fruit growing, seed growing, dairy farming, the breeding and keeping of livestock the use of land as grazing land meadow land osier land market gardens and nursery grounds and the use of land for woodlands where that use is ancillary to the farming of land for other agricultural purposes.

IN WITNESS whereof the Owner has hereunto set his hand and seal.

SCHEDULE

Planning Permission: Numbered 87/60/05201/C3: dated
for the erection of a detached dwelling and double garage at Smithfield
Poultry Farm, Scholes Moor Road, Scholes, Holmfirth.

SIGNED SEALED AND DELIVERED
by the said ALLEN HIRST in
the presence of:-