

THIS AGREEMENT is made the 9th day of August Two Thousand and Seventeen

BETWEEN TLC CARE HOMES (YORKSHIRE) LIMITED of 911 Green Lanes London N21 2QP (Company Registration No 06830111 (hereinafter called "the **Owner**") of the first part **AND THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the **Council**") of the second part

WHEREAS

1. The Council is the local planning authority pursuant to the Town and Country Planning Act 1990 for the Kirklees district within which the Site is situated and by whom the planning obligation within this Deed is enforceable
2. The Owner is the freehold owner of the Site registered under title number YY85310
3. By the provisions of Section 106 of the Town and Country Planning Act 1990 ("the **Act**") any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land
4. The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to secure the retention of 36 dedicated beds for dementia nursing care, the demonstrable need for which, together with the coherent design of the Development and improved pedestrian/wheelchair accessibility on to Busker Lane by a proposed crossing point, constituted very special circumstances enabling the Development to be implemented in the Greenbelt in accordance with the policies of the Kirklees Unitary Development Plan

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this Clause:-

"C2 Use" means the Development within use class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) or any equivalent supervening use class

"Dementia Nursing Care " means care by appropriately qualified peronnel within the Development of persons with a range of progressive neurological disorders caused by diseases such as Alzheimers or a series of strokes

"Development" means the development of the Site in pursuance of the Planning Permission

"Plan" means the plan annexed hereto

"Planning Permission" means the planning permission to be granted under Ref No. 2017/90077for the erection of an 85 bed care home with associated car parking and landscaping

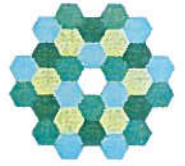
"Site" means the land at Busker Lane Scissett Huddersfield HD89JU shown outlined in red on the Plan annexed hereto

2. GENERAL

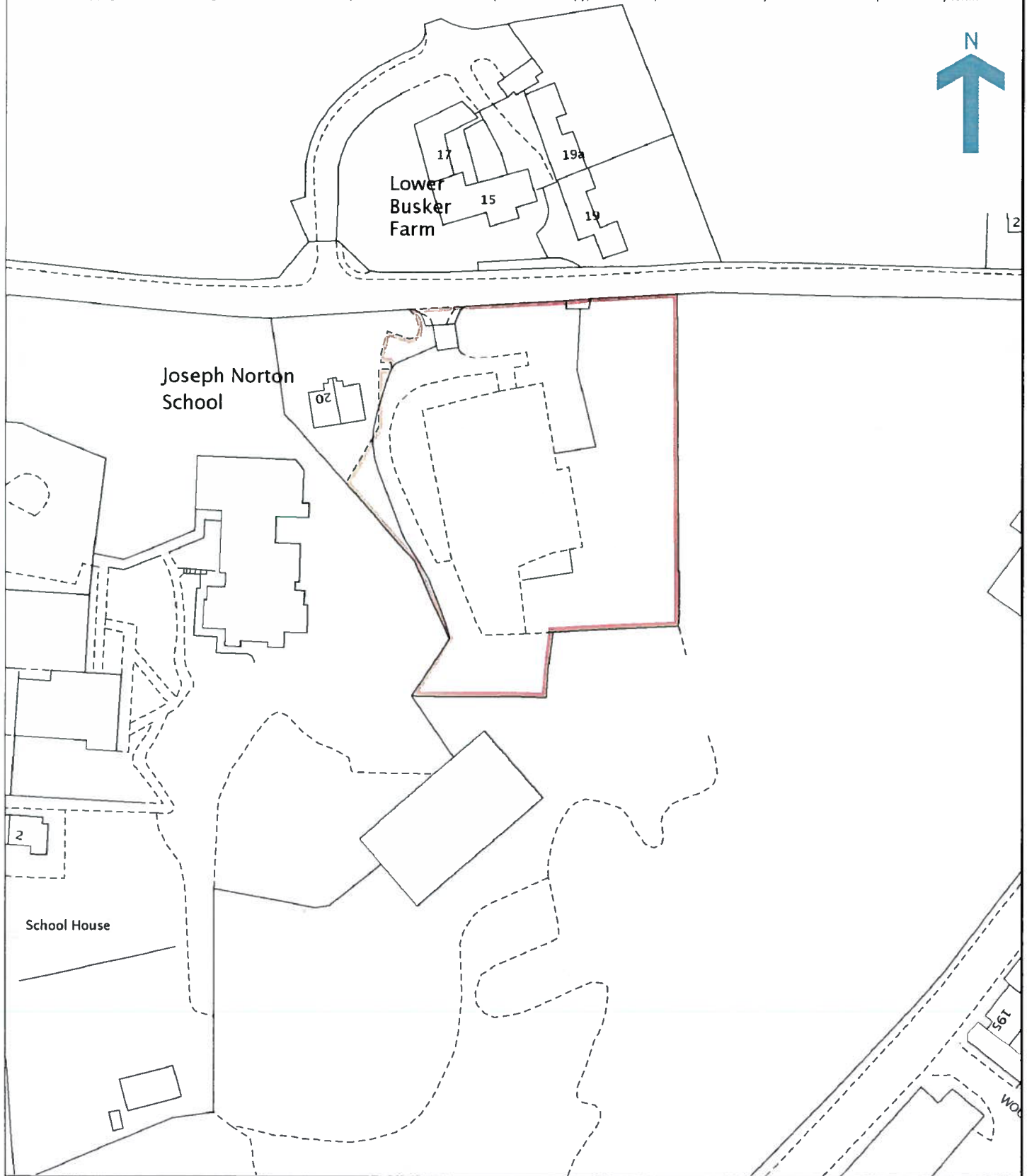
2.1 The Owner covenants with the Council to observe the restrictions and perform the obligations contained in this Deed

- 2.2 The provisions of this Deed are planning obligations made pursuant to Section 106 of the Act and all other powers so enabling to the intent that they shall bind the Owner and each and every part of the Site
- 2.3 The expressions "the Council" and "the Owner" shall include their successors in title and assigns
- 2.4 No person shall be liable for breach of any covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 2.5 This Deed shall come into effect upon the date hereof
- 2.6 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner this Deed shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date
- 2.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed
- 2.8 This Deed is a local land charge and shall be registered as such
- 2.9 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed
- 2.10 The Owner shall pay to the Council its legal fees reasonably incurred in the preparation of this Deed

3. DEMENTIA CARE BEDS



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3.1 The Owner covenants that not to operate or allow operation of the Development as a C2 Use care home in the absence of a minimum of 36 (thirty six) beds dedicated only for Dementia Nursing Care.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)



~~Assistant Director~~/Authorised Signatory

EXECUTED AS A DEED by)
TLC CARE HOMES (YORKSHIRE) LIMITED)
acting by sole Director)
in the presence of:-)

Director

Secretary

Witness signature

Witness name TIM WOODS

Witness address 1 HALL FARM GROVE
HOYLANDSWAINE
SHEFFIELD. S367LT

Witness occupation DIRECTOR

DATED *9th August* 2017

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

TLC CARE HOMES (YORKSHIRE) LIMITED

DEED

**Under Section 106 of the Town & Country Planning
Act 1990 relating to land at Scisset Mount Busker
Lane Scissett HD8 9JU**

Julie Muscroft
Assistant Director – Legal, Governance & Monitoring
Kirklees Metropolitan Council
Second Floor
Legal Services
Civic Centre III
Huddersfield
HD1 2TG