

DATED 17th September 2018

(1) THE COUNCIL OF THE BOROUGH OF KIRKLEES

-and-

(2) MYERS GROUP HOLDINGS LIMITED

-and-

(3) NATIONAL WESTMINSTER BANK PLC

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to Land to the East of Arborary Lane and North of Whitehead Road,
Crosland Moor, Huddersfield

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

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THIS DEED is dated

17th September

2018

- (1) MYERS GROUP HOLDINGS LIMITED** (company number 02908582) whose registered office is at 5 Barr Street, Huddersfield HD1 6PB (**"the Owners"**)
- (2) NATIONAL WESTMINSTER BANK PLC** whose registered office is at 135 Bishopgate, London, EC2M 3UR and whose office for service is Credit Documentation, PO Box 339, Manchester, M60 2AH (**"the Mortgagee"**)
- (3) THE COUNCIL OF THE BOROUGH OF KIRKLEES** 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 Owner is the freehold owners of the Property under Title number YY73903.
- (C) The Mortgagee has the benefit of a legal charge dated 4 October 2016 registered against the Property.
- (D) The Planning Application was submitted to the Council by Johnsons Wellfield Quarries Limited, a subsidiary company of the Owner, who 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 Owner by entering into this deed does 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:

Commencement of Development: the carrying out in relation to the Development of any winning or working of minerals as defined by section 56 (4) of the TCPA 1990 as amended by the Town and Country Planning (Minerals) Regulations 1995 but disregarding for the purposes of this deed 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, diversion and laying out of services, archaeological investigation, erection of any fences, hoardings and advertisements around the Property and any works associated with the diversion of power lines or any other Preparatory Works and **Commence** and **Commences** shall be construed accordingly and for the avoidance of doubt the Initial New Site Access Works (as defined in paragraph 1 of Schedule 1 to this deed) would constitute the Commencement of Development for the purposes of the Planning Permission

Commencement Date: the date Development Commences

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

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

Plan 1: the plan attached to this deed at Appendix A and marked "Plan 1"

Planning Application: the planning application (reference number 2017/91213) registered by the Council on 5 April 2017 for the extraction of minerals and subsequent reclamation of agricultural land

to the east of Arborary Lane and North of Whitehead Road, Crosland Moor, Huddersfield known as Moor End South

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

Preparatory Works: means any works or activities which the Council acting reasonably considers to have been undertaken in preparation for mineral extraction

Property: land to the east of Arborary Lane and North of Whitehead Road, Crosland Moor, Huddersfield shown edged red on Plan 1 and which is registered at HM Land Registry with absolute title under title number YY73903

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 Owner 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 Owner 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 Subject to the provisions of paragraph 7.2 of the Schedule 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 Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

5. COVENANTS BY THE COUNCIL

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

6. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this deed has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this deed and that the security of the mortgage over the Property shall take effect subject to this deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

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 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.

7.4 This deed is a local land charge.

7.5 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the TCPA 1990 this deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied

7.6 In the event that an application is made pursuant to Section 73 of the TCPA 1990 for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied in its absolute discretion 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 the 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 the TCPA 1990.

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 Owner shall pay to the Council its reasonable and proper legal costs 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 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.

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

12.1 If any dispute arises relating to or arising out of the terms of this Agreement either party may give to the other written notice requiring the dispute to be determined under this clause 12. The

notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

12.2 For the purposes of this clause 12 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than 10 years' professional experience in relation to developments in the nature of the Development.

12.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred to at the request of either party to the President or next more senior available officer of the Law Society who will have the power with the right to take such further advice as he may require to determine the appropriate type of Specialist or to arrange his nomination.

12.4 Any dispute over the identity of the Specialist is to be referred to at the request of either party to the President or next more senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine or nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists or the parties cannot agree the identity of the organisation then the specialist is to be nominated by the President or next more senior available officer of the Law Society

12.5 The Specialist is to act as an independent expert and

12.5.1 each party may make written representations within ten working days of his appointment and will copy the written representation to the other party

12.5.2 each party is to have a further ten working days to make written comments on the other's representation and will copy the written comments to the other party

12.5.3 the Specialist is at liberty to call for such written evidence from the parties and to seek legal advice or other expert assistance as he or she may reasonably require

12.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and give evidence and cross examine each other

12.5.5 the Specialist is to have regard to the representations and evidence before him when making his decision which is to be in writing and is to give reasons for the decision

12.5.6 the Specialist is to use reasonable endeavours to publish the decision within 30 working days of his appointment

12.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 12 including the costs connected with the appointment of the Specialist and the Specialist's own cost but the legal or other professional cost of any party in relation to the dispute will be decided by the Specialist

13. NO FETTER OF DISCRETION

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

14. 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.

15. 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.

16. NOTICES

16.1 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: The Borough Council of Kirklees 2nd Floor Civic Centre 3, Market Street Huddersfield
- (b) Owner: at the address on page 1 above

16.2 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

17. 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.

18. 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

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

OWNER'S COVENANTS

1. INTERPRETATION

In this Schedule 1 and Schedule 2 of this deed the following words and expressions shall have the meanings respectively assigned to them by this provision:

Crosland Moor Airfield Extension Area: means the area of land edged red on the plan at Appendix 8 at the former airfield at Crosland Moor

Crosland Moor Airfield Extension Area A: means that area of the land at forming part of Crosland Moor Airfield Extension Area marked A: Shale Stockpile on the plan at Appendix 8

Crosland Moor Airfield Extension Area A Restoration: means the restoration of the Crosland Moor Airfield Extension Area A in accordance with the Crosland Moor Airfield Extension Area Permissions and the Crosland Moor Airfield Extension Section 106 Agreement as varied by the Crosland Moor Airfield Extension Deed of Variation

Crosland Moor Airfield Extension Area Permissions: means the planning permission dated 8 June 2006 reference 2003/62/91691/WO for the extension of mineral working and demolition of dwelling and subsequent reinstatement of dwelling and adjacent buildings on the Crosland Moor Extension Area; and the planning permission dated 28 September 2012 reference 2009/70/93289/WO for the variation of condition 3, 9, 16 & 25 of application 03/91691 to allow a minor extension to the mineral extraction areas on the Crosland Moor Extension Area; and the planning permission dated 4th August 2015 reference 2015/90640 for the variation of condition 12 (basal silt stones) on previous planning permission 2009/93289 for the extension of mineral working and restoration and demolition and subsequent reinstatement of dwelling and adjacent buildings

Crosland Moor Airfield Extension Area Restoration: means the restoration of the Crosland Moor Airfield Extension Area in accordance with the Crosland Moor Airfield Extension Area Permissions and the Crosland Moor Airfield Extension Section 106 Agreement as varied by the Crosland Moor Airfield Extension Deed of Variation

Crosland Moor Airfield Extension Deed of Variation: means the deed of variation to the Crosland Moor Airfield Extension Section 106 Agreement dated 17 September 2012 between (1) the Council, (2) Johnsons Wellfield Quarries Limited and (3) Wilfred Sykes and Richard Sykes

Crosland Moor Airfield Extension Section 106 Agreement: means the agreement dated 9 June 2006 and made in pursuance of Section 106 of the TCPA 1990 between (1) the Council, (2) Johnsons Wellfield Quarries Limited and (3) Wilfred Sykes and Richard Sykes

Initial New Site Access Works: means the works to construct that part of the New Site Access shown edged hatched orange on the New Site Access Plan which includes hard surfacing, marking out, kerbing, walling and gating

Footpath Link: means a footpath link between the existing footpaths/byways (HUD/229/40 and MEL/8/10) from Turbid Lane and Arborary Lane shown indicatively on the Footpath Link Plan

Footpath Link Plan: means the plan at Appendix 6 which shows the proposed route of the Footpath Link

HGV Access and Routeing Plan: means the plan at Appendix 3 showing the routes that HGV should use when travelling to and departing from the Development in accordance with the HGV Vehicle Routeing Strategy

HGV Vehicle Access and Routeing Strategy: means the strategy for the routeing of HGVs to and from the Development in the form at Appendix 3 shown by a black dotted line or as amended from time to time by agreement in writing from the Council

New Site Access: means the access to be constructed from Arborary Lane to the Development as approved by the Planning Permission

New Site Access Plan: means the plan marked drawing number 364304-MM-02 at Appendix 10

Phase 1: means phase 1 of the Development as shown on the Phasing Plan

Phase 2: means phase 2 of the Development as shown on the Phasing Plan

Phase 3: means phase 3 of the Development as shown on the Phasing Plan

Phasing Plan: means the plan at Appendix 8 showing the phasing of the Development

Road Cleaning Strategy: means the strategy to ensure that measures are in place to clean the highway network that has arisen due to the operations of the Development and which is set out in Appendix 4

Vehicle Passing Areas: the vehicle passing areas within the western verge of Arborary Lane and within the western verge of Nopper Road created by the Vehicle Passing Areas Works

Vehicle Passing Areas Works: the following vehicle passing areas to be created; two passing areas within the western verge of Arborary Lane and five areas within the western verge of Nopper Road shown on the Plan at Appendix 2 or such other locations to be agreed between the Owner and the Council (acting reasonably)

Vehicle Passing Areas Specification: a specification to be agreed with the Council (acting reasonably) for the Arborary Lane/Nopper Road Vehicle Passing Areas to be constructed to a length of 11 metres and provide for a carriageway width of 6 metres and provide a base course and surface wearing course of tarmacadam.

2. ARBORARY LANE/NOPPER LANE VEHICLE PASSING AREAS

- 2.1 The Owner will enter into an agreement with the Council under s278 of the Highways Act 1980 to implement the Vehicle Passing Areas Works in accordance with the agreed Vehicle Passing Areas Specification
- 2.2 Following the completion of the New Site Access and prior to the commencement of any soil stripping operations in Phase 1 of the Development the Vehicle Passing Areas Works shall be completed to the Vehicle Passing Areas Specification unless otherwise agreed in writing by the Council.
- 2.3 On the completion of the Vehicle Passing Areas Works the Council and the Owner shall jointly carry out a survey of the completed works and a copy of that survey shall be an agreed initial condition survey of the Vehicle Passing Areas Works ("the Initial Condition Survey").
- 2.4 During the lifetime of the Development the Council may provide the Owner with a written report on the condition of the Vehicle Passing Areas ("Highways Condition Report") following a site inspection provided that such inspections are only carried out on a three year or longer basis from the last inspection unless the Council believes that the condition of the Vehicle Passing Areas at that time is a significant danger to the users of the highway.
- 2.5 The Highway Condition Report should identify the condition of the Vehicle Passing Areas and assess that against the Initial Condition Survey.
- 2.6 If the Highway Condition Report includes details of any damage to the Vehicle Passing Areas that will result in highway safety or vehicle damage then it should provide details of any reasonable remedial works ("the Remedial Works") that are required to the Vehicle Passing Areas to return it to its previous state as identified in the Initial Condition Survey. The Highways Condition Report should demonstrate (if applicable) whether any damage to the Vehicle Passing Areas is caused by the vehicle movements to and from the Development.

- 2.7 The Owner may then appoint a suitably qualified person to inspect the Vehicle Passing Areas and review the Remedial Works and if the conclusion of that person is that the damage to the Vehicle Passing Areas was not solely caused by the vehicle movements to and from the Development or the extent of the Remedial Works required then the Owner may respond to the Council setting out the reasons why it disagrees with the Council's findings and the Council shall review the Highway Condition Report. In the event of any dispute then the provisions of clause 12 of this deed will apply.
- 2.8 The Owner shall not be liable for any Remedial Works if they cannot be shown to be required as a consequence of the vehicle movements to and from the Development.
- 2.9 If the Owner agrees with the Highway Condition Report or if the findings of the Specialist requires the Remedial Works to be carried out following a referral under clause 12 then either
- (i) the Council will carry out the Remedial Works and the Owner shall pay the reasonable costs of such works within 60 days of the Council's written demand provided that a cost estimate for the Remedial Works is provided to and approved by the Owner prior to Remedial Works taking place
 - (ii) the Owner will carry out the Remedial Works with the consent of the Council which will provide the appropriate consents and/or licence to carry out those works
- 2.10 In the event the Development ceases then the Owner's liability under this paragraph 2 in relation to the Vehicle Passing Areas shall cease.

3 CONTROL OF HGV ACCESS AND ROUTEING

- 3.1 Subject to the paragraph 3.2 below, prior to the commencement of any soil stripping operations in Phase 1 of the Development the Owner shall implement the HGV Vehicle Access and Routeing Strategy and the Owner shall use reasonable endeavours to ensure that HGVs

driving to and from the Development do so in accordance with the HGV Vehicle Access and Routeing Strategy.

3.2 The Owner may at its discretion submit to the Council for its approval amendments to the HGV Access and Routeing Strategy in relation to any of the details therein and shall implement any amendments thereto as may be approved by the Council from time to time.

3.3 Subject to paragraphs 3.3.1 and 3.3.2 the operation of the HGV Access and Routeing Strategy (or as the case requires any part of that Strategy) shall be temporarily suspended for so long as required if at any time one or more of the following conditions apply:

3.3.1 there is any obstruction to the routes set out in the HGV Access and Routeing Strategy including but not limited to road works traffic accidents or any incident involving a response from the emergency services that disrupts the operation of the Strategy; or

3.3.2 HGV drivers are required to follow alternative routes at the direction of a police officer or traffic warden or any directional traffic sign for the time being in place.

3.4 Where the operation of the HGV Access and Routeing Strategy is suspended in whole or in part the Owner shall:

3.4.1 use reasonable endeavours to ensure that so much of the HGV Access and Routeing Strategy as is reasonably practicable continues to operate;

3.4.2 use reasonable endeavours to ensure that operation of the whole HGV Access and Routeing Strategy is restored as soon as reasonably practicable;

3.4.3 give the Council reasonable advance notice of any proposed suspension of the operation of the HGV Access and Routeing Strategy or to the extent that it is not practicable to give such advance notice give them notice as soon as is reasonably practicable following any such suspension and in any event no later than noon of the working day following the suspension of the operation of the HGV Access and Routeing Strategy that the operation of the HGV Access and Routeing

Strategy has been suspended including the reasons for any such suspension and
Anticipated time when normal operation of the HGV Access and
Routeing Strategy will resume; and

- 3.4.4 inform the Council of the date when operation of the HGV Access and Routeing
Strategy resumes by no later than noon of the working day following the
resumption of the operation of the HGV Access and Routeing Strategy.

4 ROAD CLEANING SCHEME

- 4.1 On the commencement of any soil stripping operations in Phase 1 of the Development the
Owner shall implement the Road Cleaning Strategy.
- 4.2 The Owner may at its discretion submit to the Council for its approval amendments to the
Road Cleaning Strategy in relation to any of the details therein and shall implement any
amendments thereto as may be approved by the Council from time to time.

5 COMMUNITY LIAISON COMMITTEE

- 5.1 Prior to the commencement of any soil stripping operations in Phase 1 of the Development
the Owner shall use reasonable endeavours to facilitate the establishment of a Community
Liaison Committee taking into consideration the attached guidance on the “Memorandum on
the Operation of Liaison Committees” at Appendix 5.
- 5.2 The terms of reference and potential membership shall be submitted to the Owner for written
approval no later than 6 weeks prior to the first scheduled community liaison meeting taking
place and thereafter the Community Liaison Committee will be operated pursuant to its terms
of reference throughout the lifetime of the Development.

6. CREATION OF A FOOTPATH LINK FROM TURBID LAND - ARBORARY LANE

- 6.1 Prior to the Commencement of Development of Phase 3 of the Development the Owner shall submit to the Council for its approval a scheme for the creation of the Footpath Link.
- 6.2 Upon completion of the Phase 3 Restoration Works the Owner shall enter into a public path creation order under section 25 of the Highways Act 1980 to dedicate its interest in the Footpath Link as a public footpath.

7. RESTORATION OF THE CROSLAND MOOR AIRFIELD EXTENSION AREA

- 7.1 Upon the commencement of any soil stripping operations in Phase 1 of the Development the Owner covenants not to carry out any further extraction of minerals pursuant to the Crosland Moor Airfield Extension Area Permissions in the areas under the existing buildings on the Crosland Moor Airfield Extension Area and which are shown for identification purposes hatched black on the plan at Appendix 7 unless otherwise agreed in writing by the Council.
- 7.2 Prior to the commencement of any soil stripping or mineral workings on Phase 1 of the Development the Owner shall complete the outstanding restoration works required by the Crosland Moor Airfield Extension Area A Restoration to the reasonable satisfaction of the Council pursuant to the Crosland Moor Airfield Extension Area Permissions and the Crosland Moor Airfield Extension Section 106 Agreement as varied by the Crosland Moor Airfield Extension Deed of Variation unless otherwise agreed in writing with the Council and **FOR THE AVOIDANCE OF DOUBT** any works required to construct or implement the Initial New Site Access may be undertaken and will not be subject to the provision of this paragraph 7.2
- 7.3 Prior to the Commencement of Development on Phase 2 of the Development the Owner shall complete the Crosland Moor Airfield Extension Area Work Restoration to the reasonable satisfaction of the Council pursuant to the Crosland Moor Airfield Extension Area Permissions

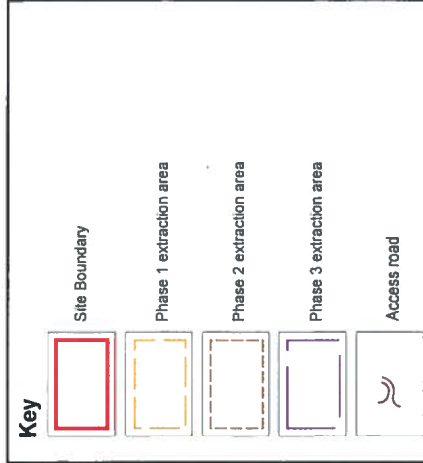
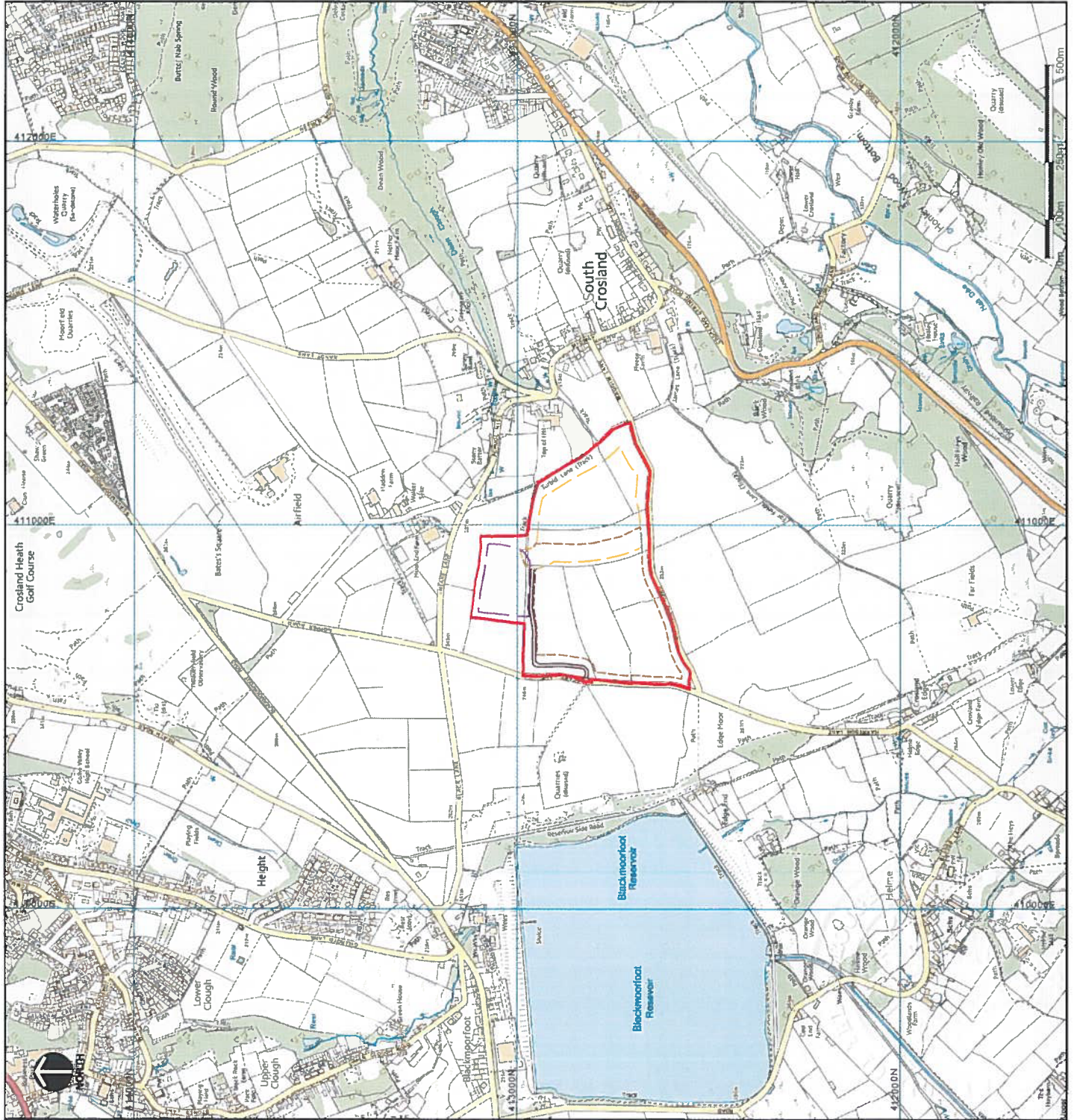
and the Crosland Moor Airfield Extension Section 106 Agreement as varied by the Crosland Moor Airfield Extension Deed of Variation unless otherwise agreed in writing with the Council.

SCHEDULE 3

COUNCIL'S COVENANTS

1. The Council covenants the Owner:
 - 1.1 On the completion of the Vehicle Passing Areas Works the Council and the Owner shall jointly carry out a survey of the completed works and a copy of that survey shall be an agreed initial condition survey of the Vehicle Passing Areas Works ("the Initial Condition Survey")
 - 1.2 To provide any necessary consents or authorisation that the Owner may require to carry out the siting of signage on the highway in respect of the HGV Access Routeing Strategy

APPENDIX 1: SITE PLAN



Based upon the Ordnance Survey map with the permission of the controller of Her Majesty's Stationery Office. © Crown Copyright reserved. Licence number: A1100010006.

JOHNSONS WELLFIELD

Moor End South

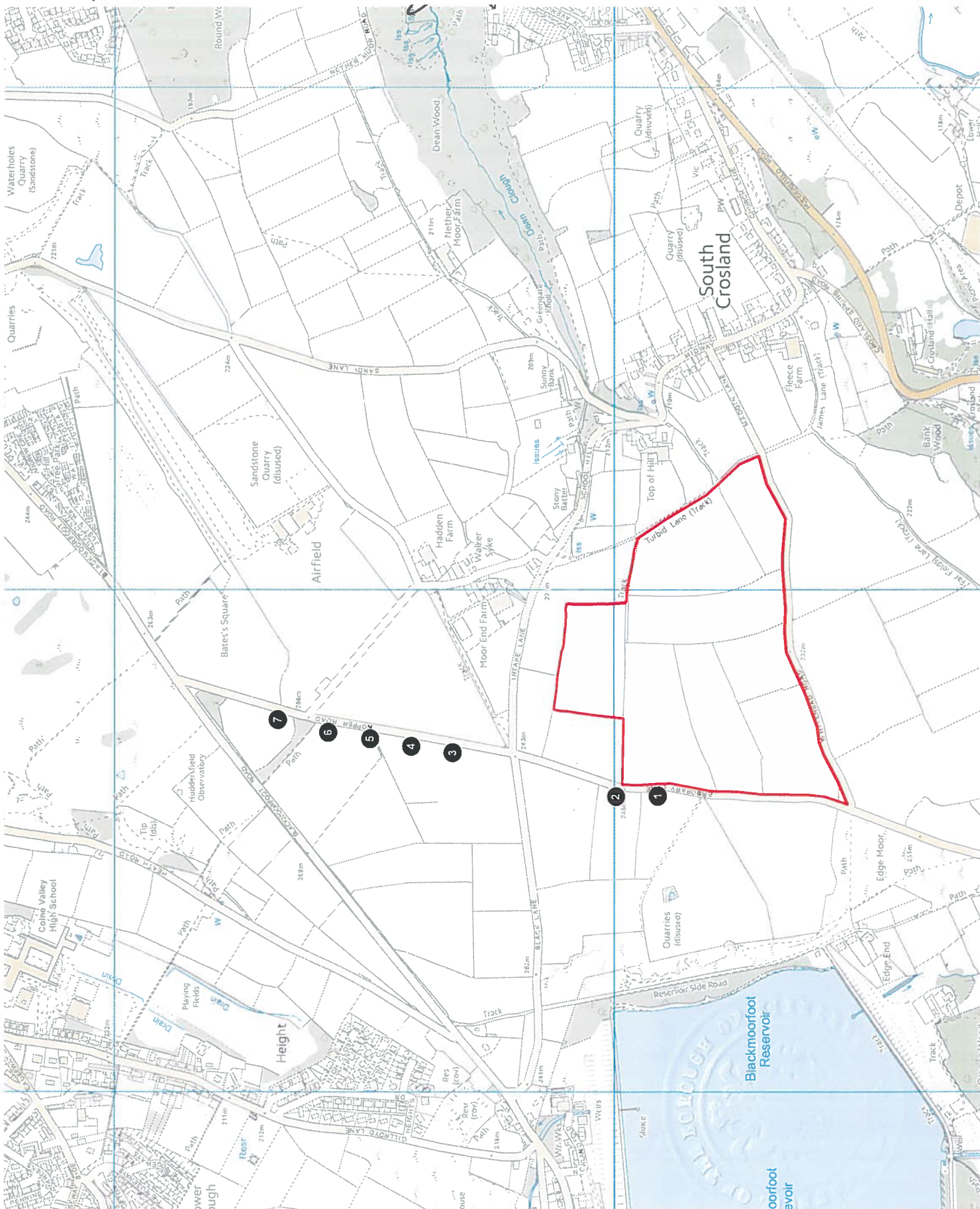
Site Boundary Plan

Client	Version	Drawn by	Scale @ A2	Origin Date
CS1057-D10v5	5	RB	Plan 1:10 000	Dec. 2016
LICHFIELDS				
Drawing				
Figure D2				

011186

APPENDIX 2

VEHICLE PASSING AREAS



Key

Site Boundary

Passing Area *

*Please refer to table 1 of the transport note

ProMap Ordnance Survey © Crown Copyright 2011.
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LICHFIELDS

Project	Moor End South
Title	Figure D25. Passing Areas
Client	Johnsons Wellfield
Date	04.07.2017
Scale	1 : 10,000 @ A4
Drawn by	MAR
Dwg. No	GIS\LE\50567\01.15

GIS Reference: S:\LE\50567 Moor End South Quarry\LE\50567 Moor End South Quarry - Passing Areas_04.07.2017.mxd

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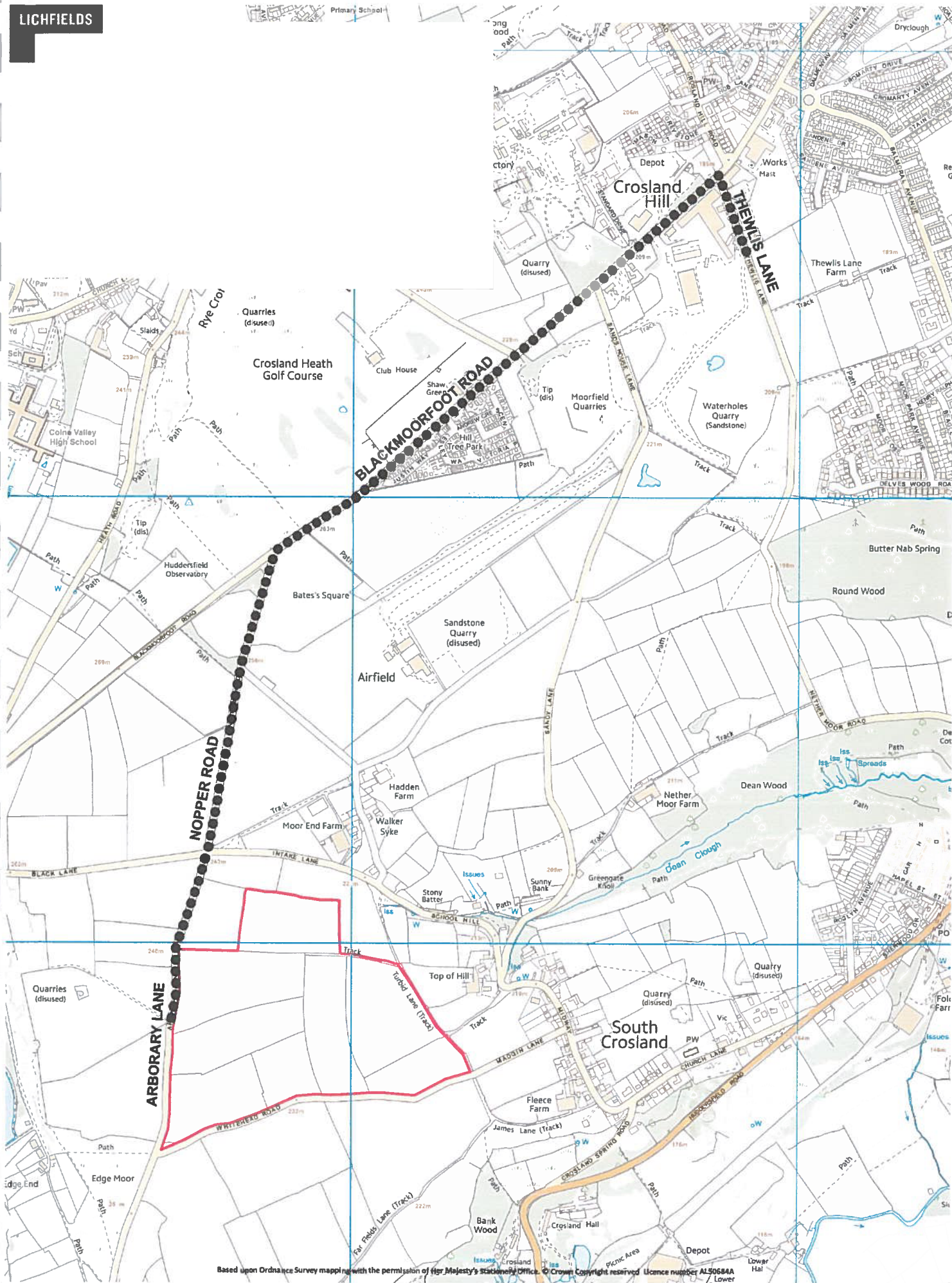
APPENDIX 3

HGV ACCESS AND ROUTEING STRATEGY AND HGV ACCESS AND ROUTEING PLAN

PART 1 – HGV ACCESS AND ROUTEING STRATEGY

1. The following paragraphs are to be read in conjunction with the HGV Access and Routeing Plan shown at Part 2
2. All HGVs travelling to and from the Development will do so via Arborary Lane, Nopper Road and Blackmoorfoot Road.
3. HGVs including those involved in both the carriage of minerals from the Development and winning and working of minerals shall not use any access roads through South Crosland but for the avoidance of doubt this does not include vehicles that are delivering materials to customers in or for use in South Crosland or Netherton.
4. The operators of all HGVs travelling to and from the Development will be informed in writing by the Owner of the terms of the HGV Access and Routeing Strategy and will ensure that compliance is secured with HGV operators through appropriate arrangements including, but not limited to, cancellation of the Owner's contract with any non-compliant HGV operator .
5. Prior to the export of mineral from the Development, the Owner will erect suitable signage at suitable locations to inform HGVs of the Access and Routeing Plan agreed in writing with the Council

PART 2 – HGV ACCESS AND ROUTEING PLAN



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Development Site

●●●● Vehicle Routing

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APPENDIX 4
ROAD CLEANING STRATEGY

- 1 An easy- to- clean surface (e.g concrete) of hard standing is provided for vehicles entering and leaving the site
- 2 The provision of fit- for - purpose wheel cleaning facilities will be provided on site to ensure excess debris is not deposited on the road
- 3 Aim
 - 3.1 The plan should ensure access roads are maintained to a high standard to minimise traffic hazards, dust, mud, debris and provide reasonable all-weather access and to minimise spillage of mud and other debris on the surrounding roads.
- 4 Environmental management systems to meet the aim cited above
 - 4.1 Highway inspection – regular daily inspections will be undertaken as a matter of routine during the working day along the whole of the approved route as indicated on the HGV Access and Routeing Plan and recorded in the site diary and immediately upon the request of the Council.
 - 4.2 A mechanical road sweeper will be deployed as and when required or upon the request of the Council.
 - 4.3 A high pressured jet combined with a mechanical sweeper will be deployed as and when required or on the request of the Council.
 - 4.4 An inspection regime to ensure that the on-site wheel cleaning equipment is in good order and fit for purpose shall be implemented and will be available for inspection by the Council during operational hours.
 - 4.5 Complaints about debris, mud, nuisance and incidents will be recorded as soon as is practically possible in the site diary by the site manager.
 - 4.6 On the receipt of any complaints by members of the public or the Council in relation to mud or debris on the public highway in the vicinity of the site within 24 hours of the complaint the site operator will investigate such complaints to ascertain if the deposits have been caused by the operations of the development and if so, implement such

measures to remove such material to the satisfaction of the Council within 24 hours thereafter

- 4.7 With respect to driver awareness of the route and the wheel washing regime the following will take place in relation to all commercial vehicles, vehicle drivers and HGV drivers visiting the site
- 4.8 All drivers will be given a copy of an acknowledgement form to be signed indicating that drivers have received, read and understood the rules for use of the site.
- 4.9 Drivers will receive instructions on the use of the on -site wheel cleaning facilities and drivers who do not undertake satisfactory use of the wheel cleaning facilities will be requested to repeat the use to ensure that mud and debris is removed from the vehicle. Should drivers fail to use the facilities or the relevant route on an ongoing basis the driver will be barred from the site and the relevant company informed of the same. Records of bans will be recorded in the site diary.

APPENDIX 5

MEMORANDUM ON THE OPERATION OF LIAISON COMMITTEES

1. General purpose of the liaison committee

A liaison committee exists to discuss any issue which arises at a site of relevance to the operation of the site and its effect on the environment and local people living or working nearby. It should endeavour to foresee and overcome problems and strive to minimise conflict between the operation of the site and the local community.

2. Members of a liaison committee

(a) The following parties shall be represented on a liaison committee

- A planning officer
- The site operator

(b) The following parties shall all be invited to attend:

- Not more than two representatives from any locally based community organisation expressing an interest in participating
- The site owner (if different from the site operator)

(c) Individual membership of a liaison committee is not allowed unless the individual is invited by the liaison committee, for example if that individual is affected in some specific and unique manner, such as living in a house on the edge of the site

(d) Community representatives shall be determined by the relevant organisation.

(e) A liaison committee may co-opt any person it wishes to co-opt who has a relevant interest in the site and shall be empowered to withdraw co-option if it wishes, at any time.

(f) Non-attendance shall not disqualify anyone from attending a meeting they are entitled to attend.

3. Administration

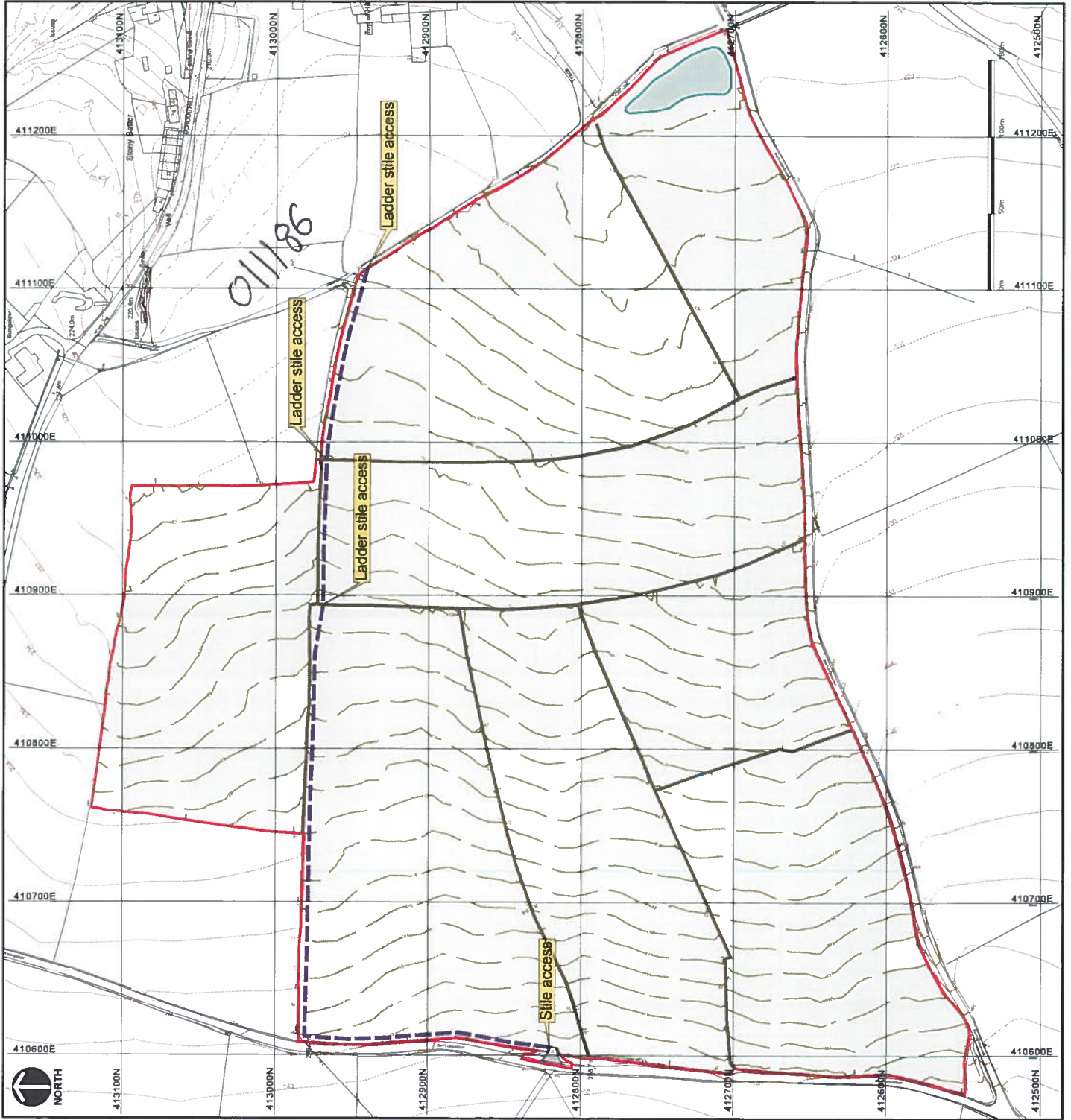
- (a) The site operator shall be responsible for arranging meetings of the liaison committee and providing an agenda and minutes of a meeting which should be circulated ahead of a convened meeting.
- (b) Each liaison committee shall have an annual general meeting and shall elect a chairman and vice chairman, neither of whom shall be the site operator or Council officer and neither shall be eligible to vote
- (c) The agenda of a liaison committee shall be decided by the committee but must include
 - Approval of the minutes of the previous meeting
 - A report by the site operator of recent and forthcoming events
 - Anything else the site operator wishes to raise
- (d) The committee shall decide when next to meet

4. Accountability

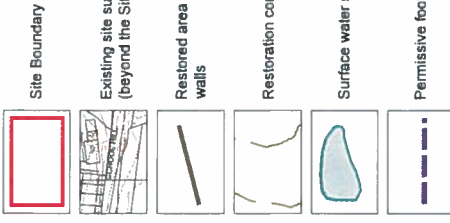
- (a) No decision or view of a liaison committee shall be binding upon an operator, the owner or the Council
- (b) The Council reserves the right to dissolve a liaison committee and reconstitute a new one

APPENDIX 6

FOOTPATH LINK FROM TURBID LAND - ARBORARY LANE – FOOTPATH LINK PLAN



Key



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JOHNSONS WELLFIELD

Moor End South

Permissive Footpath

Client: **JOHNSONS WELLFIELD**
 Project: **Moor End South**
 Title: **Permissive Footpath**

Scale: 1:2500
 Plan 1:2500
 Version: 4
 Date: February 2017

LICHFIELDS

Figure D20

APPENDIX 7

CROSLAND MOOR AIRFIELD EXTENSION AREA

Planning permissions 03/62/91691/WO
& 2009/93289/WO

Airfield Extension. Mineral not to be worked

ProMap: Ordnance Survey © Crown Copyright 2004
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LICHTFELDS

Project	Moor End South
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Title	Section 105. Airfield Extension. Working Limitation
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Client Johnsons Wellfield

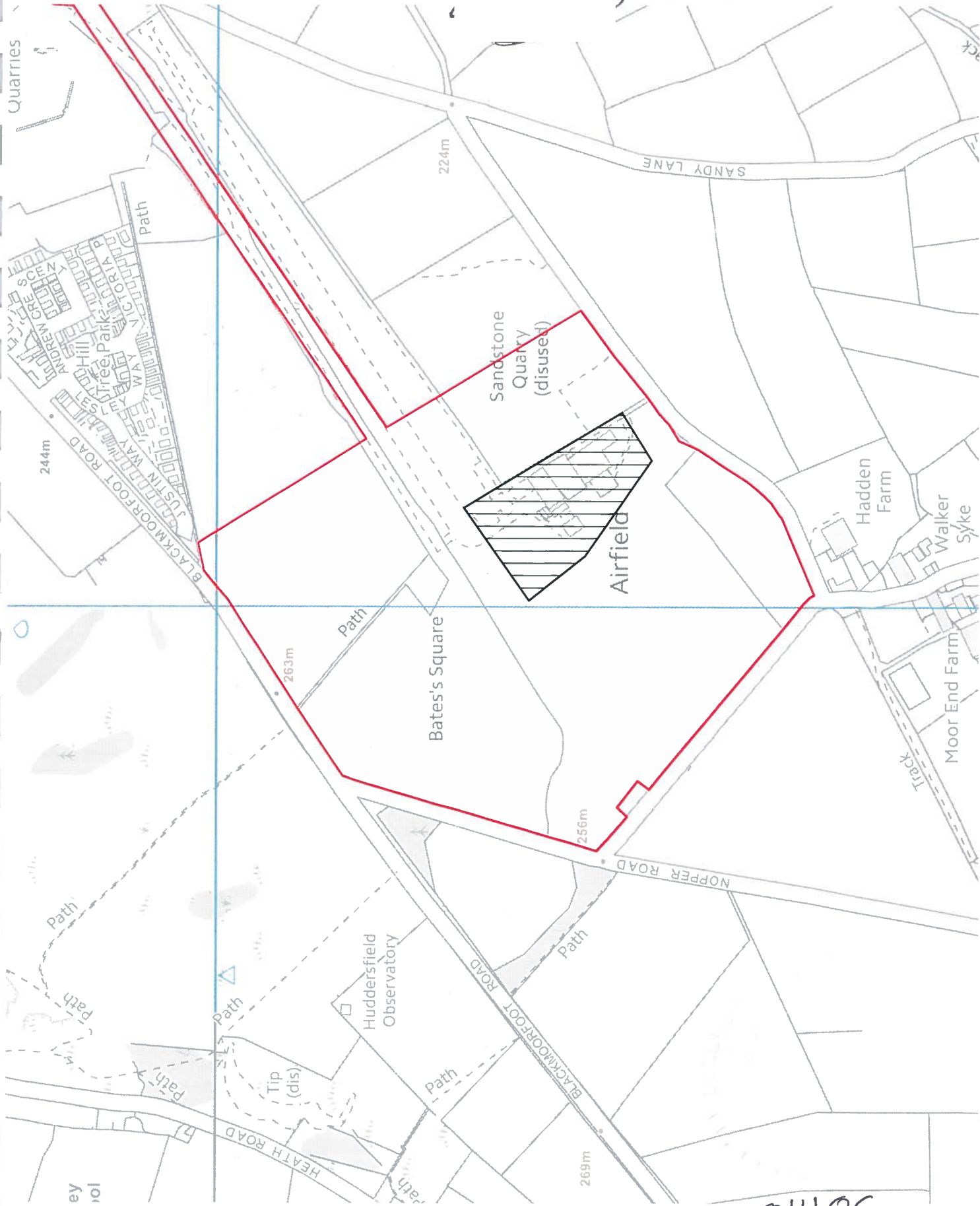
Date 09.05.2018

Scale 1 : 5,000 @ A4

Drawn by MAR

Drawn by: WJH
 Dwg. No: GIS\LE\50567\01-14

GIS Reference: S:\LE50567 - Moor End South Quarry\LE50567 - Moor End South Quarry - Johnsons Wellfield - Section 106 - Airfield Extension - Working Limitation - 08.05.2018.mxd



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APPENDIX 8

CROSLAND MOOR AIRFIELD EXTENSION AREA A



Key



Indicative Working Area

Google Earth

LICHFIELDS

Project	Moor End South
Title	Figure D22 Airfield Working Area
Client	Johnsons Wellfield
Date	13.02.2017
Scale	1 : 6,000 @ A4
Drawn by	NAR
Dwg. No	GISLE/S0567/01.12

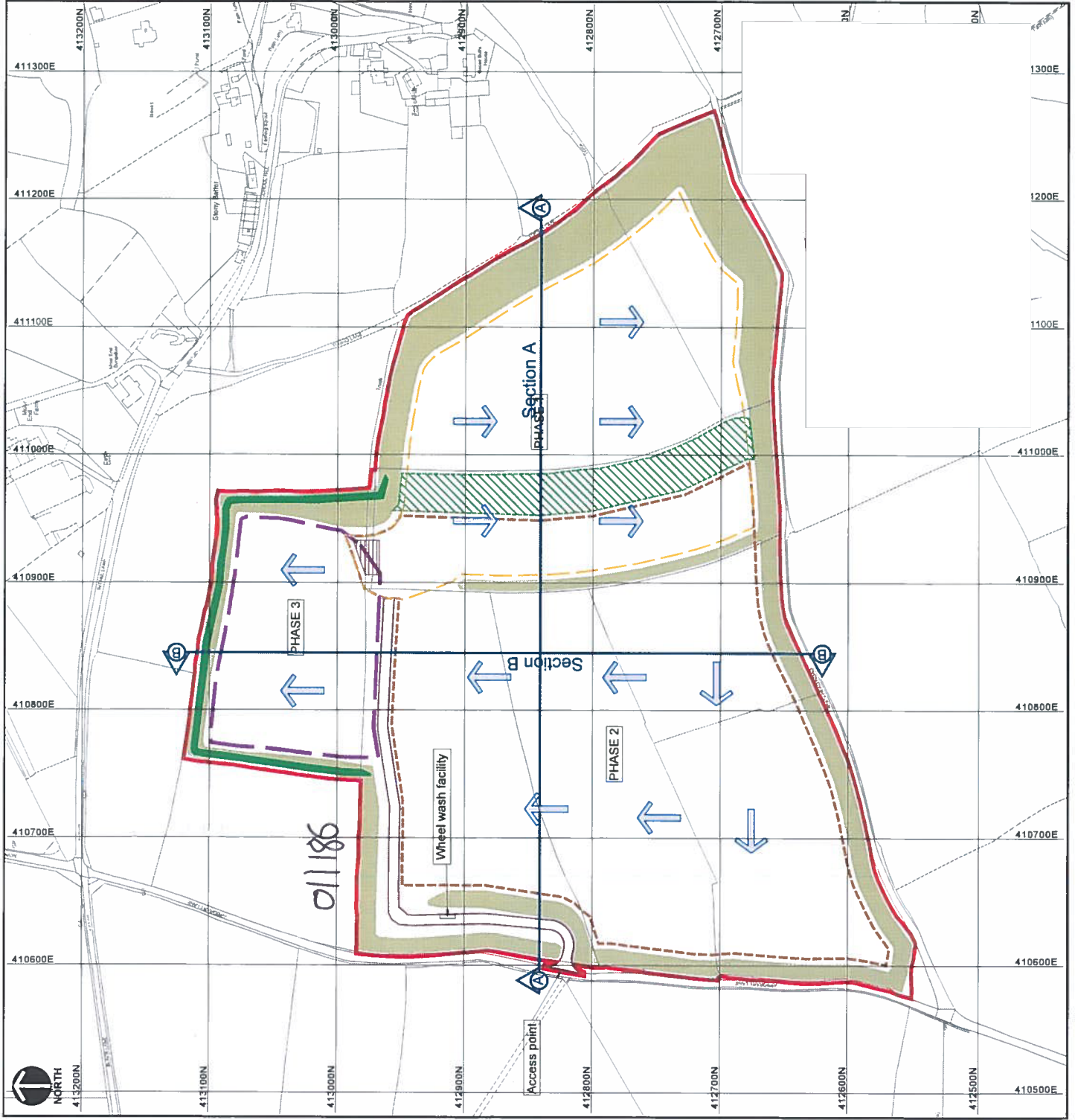


GIS Reference: S:\US0567 - Moor End South Quarry\US0567 - Moor End South Quarry - Airfield Working Area - 13.02.2017.mxd

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APPENDIX 9

PHASING PLAN



Key

- Site Boundary
- Phase 1 extraction area
- Phase 2 extraction area
- Phase 3 extraction area
- General direction of working
- Access road
- Screen bunds around Site Boundary
- Location of screen bund for Phase 2 working
- Hawthorn hedgerow planting as part of Phase 1
- Alignment of illustrative cross sections (See Figure 15)
- Temporary dry stone walling storage area

Based upon the Ordnance Survey map with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright. Licence number: 100029288.

Client: **JOHNSONS WELLFIELD**

Project: **Moor End South**

Title: **Site Boundary and Phasing Plan**

BAA CAD Ref: CS1067-D9v6
Version: 6
Drawn by: RB
Scale @ A3: Plan 1:3000
Origin Date: Dec. 2016

LICHFIELDS

Drawing:

Figure D5

SIGNED as a DEED by)
MYERS GROUP HOLDINGS)
LIMITED acting by two directors)
or one director and the secretary)

Director

Director/ Secretary

Signed and Delivered as a DEED)
For and on behalf of **NATIONAL**)
WESTMINISTER BANK PLC by)
a duly authorised Attorney in)
the presence of:-

Martyn Freeman

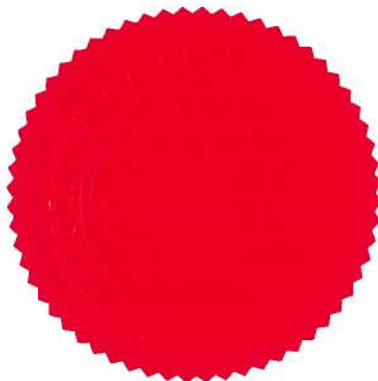
DOCUMENTOR
CREDIT DOCUMENTATION

Witness' Signature- Bank Employee

Phone

REF 5171145/1406

**THE COMMON SEAL
OF THE COUNCIL OF THE BOROUGH
OF KIRKLEES** was hereunto fixed
in the presence of:



01/1/86

Assistant Director – Legal Governance and Monitoring/Authorised Signatory