

DATED

11 Dec 20

2020

CONROY BROOK (DEVELOPMENTS) LIMITED
and
THE COUNCIL OF THE BOROUGH OF KIRKLEES

DEED

**Under Section 106 of the Town & Country
Planning Act 1990 relating to land 125 Helme
Lane, Meltham**

Julie Muscroft Director: Legal, Governance &
Commissioning
Kirklees Council
Second Floor
High Street Buildings
High Street
Huddersfield
HD1 2ND

THIS AGREEMENT is made the 11 day of December Two Thousand and Twenty
BETWEEN CONROY BROOK (DEVELOPMENTS) LIMITED (Co Regn No: 03181264) of
Burdwell Works, 172 New Mill Road, Brockholes, Holmfirth, West Yorkshire, HD9
7AZ(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 and the local highway authority for the purposes of the Highways Act 1980 for the Kirklees district within which the Site is situated and by whom the planning obligations within this Deed are enforceable
2. The Owner is the freehold owner of part of the Site registered at HM Land Registry under title numbers WYK824601 and WYK353262. Jonathan Taylor Hirst and Margaret Christine Hirst (together "the Hirsts") are the joint freehold owners of that part of the Site registered at HM Land Registry under title number WYK353262 and the Owner has an option to acquire the land within this title from the Hirsts. It is acknowledged that upon the Owner's acquisition of this part of the Site pursuant to the option the land within this title shall be subject to the obligations and restrictions within this Deed.
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:-
 - 4.1 secure the provision of Affordable Housing on site as part of the Development in accordance with the policies of the Kirklees Local Plan and the submission of a Financial Viability Reappraisal that may result in the payment of an Affordable Housing Contribution if the Development achieves a Development Surplus.

- 4.2 secure the payment of the Education Contribution in accordance with Council policies the need for which arises as a result of the Development.
- 4.3 secure the provision and subsequent maintenance of the Public Open Space Area to serve the Development in accordance with policies of the Council and the management and maintenance of infrastructure (including surface water drainage until formally adopted by the statutory undertaker).
- 4.4 secure the provision sustainable travel measures the need for which directly arise as a result of the Development.
- 4.5 secure the payment of the Off Site Public Open Space Contribution, the need for which arises as a result of the Development.
- 4.6 secure payment of the Meltham Greenway Contribution, the need for which arises as a result of the Development.

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:-

“the Affordable Dwellings” means six Dwellings of Affordable Housing to be provided on the Site consisting of 4 Social Rented Dwellings and 2 Intermediate Dwellings as shown on the Plan;

“Affordable Housing” means housing falling within the definition of Affordable Housing set out in Annex 2 of National Planning Policy Framework published by the Department of Communities and Local Government;

“the Affordable Price” means the sum to be paid by the Registered Provider (or Alternative Registered Provider) to the Owner which shall reflect the range of prices prevailing in SPD2 or such other sum as may be reasonably agreed between the Owner and the Council;

"Affordable Housing Contribution" means the contribution that may be payable by the Owner towards the provision of Affordable Housing in accordance with clause 5 of this Agreement up to the sum of £147,931.92 (One Hundred and Forty Seven Thousand Nine Hundred and Thirty One Pounds and Ninety Two Pence), which has been calculated by reference to the Council's Transfer Values and would represent the cost of providing up to two additional Intermediate Dwellings identified in the Financial Viability Reappraisal.

"the Alternative Registered Provider " means any other such provider approved by the Council (such approval not to be unreasonably withheld) which can deliver affordable housing as defined in Annex 2 of NPPF as shall be nominated by the Council and Owner under Clause 3 of this Deed;

"Affordable Housing Scheme" means a scheme that may be submitted by the Owner for the provision of one or two additional Intermediate Dwellings on the Site as part of the Development and which shall include details of:

- (i) the numbers and location of the Intermediate Dwelling/s
- (ii) the timing of the construction of the Intermediate Dwelling/s
- (iii) the arrangements for the transfer of the Intermediate Dwelling/s to a Registered Provider

PROVIDED THAT the offer made pursuant to this Affordable Housing Scheme shall be up to the financial value of £147,931.92 (which represents the cost for the provision of up to two additional Intermediate Dwellings having regard to the Council's Transfer Values) and shall only need to be offered if the Financial Viability Reappraisal demonstrates that a Development Surplus has been generated.

"Development" means the development comprised in the application for planning permission given reference 2018/92309;

"Development Surplus" means the calculation of an amount using the following formula:

$$A - B = C$$

A = the Gross Development Value of the 41 units of the Development including the Affordable Dwellings

B = the Gross Development Cost comprising land value of £350,000, construction costs, design costs, marketing and sales costs, interest and profit at 17.5% of Gross Development Value

C = the Development Surplus;

"Dwellings" means the Affordable Dwellings and the Market Dwellings;

"Education Contribution" means the sum of £30,712 (thirty thousand seven hundred and twelve pounds) Index Linked to be paid to the Council by the Owner in accordance with **clause 4** of this Agreement the need for which directly arises from the Development;

"Financial Contribution" means the payment to be made in lieu of the provision of on-site Affordable Dwellings (or a full complement thereof) calculated as a financial contribution to the equal value of median build costs for Kirklees recognised by the RICS Build Cost Information Service (BICS) in respect of the relevant Affordable Dwellings **PROVIDED THAT** such sum shall only be payable in respect of those Affordable Dwellings not transferred to a Registered Provider.

"First Occupation" means the first Occupation of a Dwelling under a sale lease licence or other arrangement excluding all subsequent occupation and reference to **"First Occupier"** shall be construed accordingly.

"Financial Viability Reappraisal" means a financial viability reappraisal prepared on behalf of the Owner and the Council in a form to be agreed by the Council assessing the ability of the Development to viably provide an Affordable Housing Contribution or secure the provision of one or two additional Intermediate Dwellings and which shall be calculated on an open book basis and shall maintain:

The benchmark land value of £350,000 plus an allowance for stamp duty at 5%, Agent's fee allowance at 1%, and allowance for legal fees at 0.5%.

Profit at 17.5% of Gross Development Value as established at the point of reappraisal.

Professional fees at 8% of construction costs established at the point of reappraisal.

Finance costs at 5.5% per annum applied to the net monthly cashflow as established at the point of reappraisal with the addition of a 1% arrangement fee applied to the maximum net cash deficit from the cashflow.

in order to calculate the Development Surplus (if any) of the Development;

"Gross Development Cost" the actual contracted and achieved scheme costs (based on the entire Development including all construction costs, professional fees, finance costs, costs of providing eight Affordable Dwellings and planning obligation payments), profit at 17.5% of Gross Development Value as established at the point of reappraisal, and the benchmark land value of £350,000 (plus an allowance for stamp duty at 5%, Agent's fee allowance at 1%, and allowance for legal fees at 0.5%) for the Development supported by appropriate written evidence including build tender returns and contracts and written details of what has been paid to the contractor and sub-contractors for the works.

"Gross Development Value" (where known) the actual achieved scheme revenue for the Development which has been sold or leased under binding legal agreement and (where not sold or leased) estimated sales and letting values as at the date of the Financial Viability Reappraisal having regard to market comparable information in accordance with established valuation principles.

"Homes England" means the national housing and regeneration delivery agency for England;

"Huddersfield Market Area" means the Huddersfield housing market area as defined within the SHMA (Strategic Housing Market Assessment) published May 2012;

"Implementation" means the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act

- (a) demolition of existing structures on the Site;
- (b) the erection of boundary structures, fencing and/or hoardings or other site security measures or safety measures;
- (c) diversion of services;
- (d) site and ground investigations and/or surveys;
- (e) site clearance, preparation and levelling;
- (f) archaeological investigations or works;
- (g) ecological, landscaping and/or noise attenuation mitigation measures;
- (h) levelling and/or regrading of land in preparation for use or development;
- (i) any operations undertaken by the Council

and "**Implement**" and "**Implemented**" shall be construed accordingly;

"**Index Link**" means an increase in accordance with the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if the All In Tender Price Index ceases to exist such index as the Council reasonably nominates and reference to "**Index Linked**" shall be construed accordingly.

"**Intermediate Dwelling**" has the same meaning as the terms "Discounted market sales housing" and "Other affordable routes to home ownership" contained in the definition of Affordable Housing contained in the glossary at Annex 2 of the NPPF and comprises two Dwellings of Affordable Housing to be provided on plots 2 and 3 (or such other plots as may be agreed in writing between the Council and the Owner from time to time) as shown on the Plan and "Intermediate Dwellings" shall be construed accordingly and for the sake of clarity this definition will also be applicable to additional Intermediate Dwellings that may be offered pursuant to an Affordable Housing Scheme;

"**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 Public Open Space Area and SUDS on the Site,
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 the on Site and management of amenity areas / POS and the SUDS;

"Meltham Greenway Contribution" means the sum of £40,000 (forty thousand pounds) Index Linked to be used for the purposes of upgrading and future maintenance of the Meltham/Netherton Greenway;

"Market Dwellings" means those Dwellings within the Development excluding the Affordable Dwellings;

"Occupation" means the beneficial occupation under a sale lease licence or other arrangement for the purpose for which the Dwelling was granted Planning Permission but shall exclude occupation for the purposes of fit out or marketing and reference to **"Occupy"** shall be construed accordingly;

"Off Site Public Open Space Contribution" means the sum of £62,742 (sixty two thousand seven hundred and forty two pounds) Index Linked;

"Open Market Value" means the open market value agreed between the Council and the Owner as being the open market value of an Affordable Dwelling or if not agreed shall mean an average price based on the opinions of two (2) independent surveyors of the price at which the sale of an interest in the property would have been completed unconditionally for cash consideration on the date of the valuation assuming;

- (b) that any restrictions imposed on the Dwelling by reason of this Deed are disregarded;
- (c) that there are no restrictions as to the persons who may occupy the Affordable Dwelling or to whom a transfer or lease may be granted or assigned; and
- (d) that both parties to the transaction had acted knowledgeably prudently and without compulsion

"Plan" means the plan annexed hereto showing the Site;

"Planning Permission" means the planning permission to be granted under Ref No. 2018/92309;

"Public Open Space Area" means that area of land within the Development to be laid out as public open space in accordance with the Planning Permission;

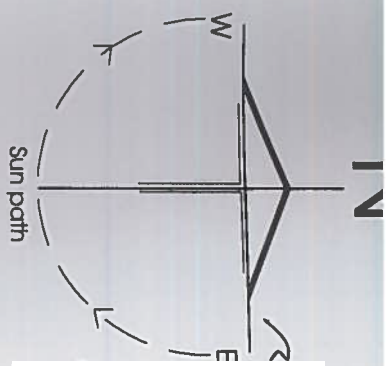
"Registered Provider" means a social landlord registered with Homes England;

"SHMA" means the Kirklees Strategic Housing Market Assessment, published May 2012, and the housing market areas designated within that Assessment, as may be varied by further market updates

"Site" means the land at 125 Helme Lane Meltham as shown on the Plan annexed hereto

"Social Rented Dwelling" has the same meaning as the term "Affordable housing for rent" contained in the definition of Affordable Housing contained in the glossary at Annex 2 to the NPPF and comprises four dwellings of Affordable Housing in total to be provided on plots 1, 11, 12 and 13 (or such other plots as may be agreed in writing between the Council and the Developer from time to time) as shown on the Plan and "Social Rented Dwelling" shall be construed accordingly.

"SPD2" means the Council's Supplementary Planning Document number 2 – Affordable Housing adopted by Kirklees Council on 18 November 2008



013864

Pond

-  Social Rented Plots
-  Intermediate Plots

Drain





P01	Preliminary Issue	12.06.18	MC	DH
Rev	Description	Date	By	RW

Residential Development

at Land Adj. 125
Helme Lane
Meltham
Holmfirth

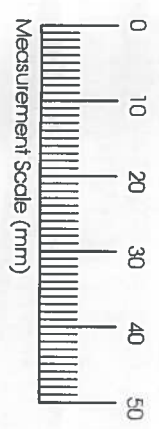
for Conroy Homes Ltd

Farrar Bamforth Associates Ltd.
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Affordable Allocation

Project	Originator	Zone	Level	Type	Role	Number	Revision
18D33	- FBA	- ZZ	- GF	- DR	- A	- 9904	- P01
Drawn	Date	Submitted	Revision Status	Scale of A2			
DH	Nov 20	S2	General	1 : 500			

This document is © Farrar Bamforth Associates Ltd. Drawing measurements shall not be obtained by scaling. Setting out dimensions are to face of structure. Verify all dimensions prior to construction or product manufacture. Immediately report any discrepancies on this document to Farrar Bamforth Associates Ltd. This document shall be read in conjunction with associated models, specifications and related consultants documents.



"Specialist" means the District Valuer Service unless otherwise agreed between the parties

"SuDS" means the sustainable drainage measures to be provided by the Owner as part of the Development;

"SuDS Maintenance and Management Plan" means a detailed management plan setting out measures to be undertaken to ensure SuDS are properly maintained and managed

"Sustainable Travel Measures" means measures to be proposed by the developer to encourage residents of the development to use sustainable modes of transport, which may include off-site measures and funding of relevant projects, the need for which directly arises from the Development

"Working Days" days other than a Saturday, Sunday or public holiday or the period between Boxing Day and New Year's Day

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 not be binding upon the owner/occupiers of the Dwellings nor (save for the provisions of Clause 3 hereof) upon the Registered Provider or any Alternative Registered Provider nor against any statutory undertaker or authority who acquires any part of the Site or interest in it for the purposes of its statutory undertakings or functions
- 2.6 This Deed shall come into effect upon the date hereof
- 2.7 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
- 2.8 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
- 2.9 This Deed is a local land charge and shall be registered as such
- 2.10 The Public Open Space Contribution and the Meltham Greenway Contribution shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable
- 2.11 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment
- 2.12 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed
- 2.13 The Owner shall pay to the Council its legal fees reasonably incurred in the preparation of this Deed

3. AFFORDABLE HOUSING

The Owner covenants with the Council as follows:-

3.1.1 Not to permit in excess of 20 Market Dwellings to be substantially completed until four of the Affordable Dwellings have been constructed in accordance with Clause 3.2 hereof and made available for sale to the Registered Provider or Alternative Registered Provider.

3.1.2 Not to permit in excess of 33 Market Dwellings to be substantially completed until all of the Affordable Dwellings have been constructed in accordance with Clause 3.2 hereof and made available for sale to the Registered Provider or Alternative Registered Provider.

3.2 To construct the Affordable Dwellings to Homes England's design and quality standards or Housing Corporation scheme development standards (or such other standards as may be agreed between the Owner 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

3.3 If the Registered Provider or the Alternative Registered Provider shall not confirm in writing to the Owner its willingness subject to contract to accept the Affordable Dwellings at the Affordable Price within twelve (12) calendar months of Implementation then the Council upon receipt of notice in writing from the Owner 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 3.4 below) until such time as one of the nominated Registered Provider shall have confirmed its willingness subject to contract to purchase the Affordable Dwellings

3.4 If neither the Registered Provider or Alternative Registered Provider shall have confirmed its willingness subject to contract to purchase the Affordable Dwellings at the Affordable Price within a period of twenty four (24) calendar months from Implementation and the Owner shall have produced evidence in writing to the

reasonable satisfaction of the Council that it has made all reasonable endeavours to secure acceptance of the Affordable Dwellings by an Alternative Registered Provider then the Owner will be free to offer such Dwellings for sale on the open market but the provisions of Clause 3.6 and 3.7 shall apply.

3.5 If the Registered Provider or Alternative Registered Provider after confirming its willingness to purchase the Affordable Dwellings does not then contract to buy the Affordable Dwellings 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:-

3.5.1 if a period of 24 (twenty four) calendar months from the Implementation has expired the Owner will be free to offer the Affordable Dwellings for sale on the open market but the provisions of Clauses 3.6 and 3.7 below shall apply

3.5.2 in any other circumstances the provisions of Clause 3.3 shall continue to apply

3.6 In the event that the Owner is free to offer the Affordable Dwellings for sale on the open market pursuant to Clause 3.4 or 3.5.1 hereof the Owner shall within 28 (twenty eight) days hereof pay to the Council:-

3.6.1 the Financial Contribution; and

3.6.2 the Administration Charge

3.7 The Open Market Value of the Affordable Dwellings shall be determined in the first instance between the Owner and the Council and in default of such deed shall be the average of two (2) valuations provided by two (2) valuers one of which shall be selected by the Owner and the other by the Council and the parties shall each bear their own costs in respect of such valuations

4. EDUCATION CONTRIBUTION

The Owner covenants not to allow or permit Occupation of the 20th Dwelling until the Education Contribution (as Index Linked) has been paid to the Council

FINANCIAL VIABILITY REAPPRAISAL

5 The Owner covenants with the Council:-

5.1 To prepare (and the costs of the Financial Viability Reappraisal shall be borne by the Owner) and submit a Financial Viability Reappraisal within one month of completion of 20th Dwelling and the review mechanism shall capture whether the Development makes a Development Surplus. The Financial Viability Reappraisal shall be accompanied by (a) a proposal for the Affordable Housing Contribution in the event that the Financial Viability Reappraisal demonstrates that an Affordable Housing Contribution can be made as a consequence of a Development Surplus being generated or, (b) an Affordable Housing Scheme detailing proposals for the provision of one or two Intermediate Dwellings in the event that the Financial Viability Reappraisal demonstrates that they can be provided as a consequence of a Development Surplus being generated PROVIDED THAT if a Development Surplus is not generated the Owner shall not be obliged to either pay an Affordable Housing Contribution or offer the provision of one or two Intermediate Dwellings pursuant to an Affordable Housing Scheme.

5.2 Within 15 Working Days of receipt of a Financial Viability Reappraisal (unless otherwise agreed between the Council and the Owner), the Council shall either -

5.2.1 confirm in writing to the Owner that it has received a valid Financial Viability Reappraisal ("Validation Date") or

5.2.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability.

5.3 On receipt of any request for further information, the Owner shall as soon as reasonably practicable provide to the Council the information required whereupon the Council shall confirm receipt of a valid Financial Viability Reappraisal in writing (and such date shall be deemed the Validation Date). The procedure in clause 5.2 and this clause 5.3 shall be repeated until the Council has all of the information to agree or disagree with the Financial Viability Reappraisal.

5.4 Within 15 Working Days from the Validation Date, the Council shall confirm in writing that either -

5.4.1 it rejects (with reasons) the conclusions of the Financial Viability Reappraisal (as submitted) ("**Non-Acceptance Notice**"; or

5.4.2 it accepts the conclusions of the Financial Viability Reappraisal as submitted or as revised following a review between the Owner and the Council, and (a) the Affordable Housing Contribution (if relevant) or (b) the provision of one or two Intermediate Dwellings pursuant to an Affordable Housing Scheme is agreed ("**Acceptance Notice**")

5.5 Within 28 days following receipt of the Acceptance Notice, such sum of any Affordable Housing Contribution shall be paid by the Owner to the Council as a financial contribution (if applicable) only if the Development makes a Development Surplus.

5.6 In the event that pursuant to paragraph 5.4 above, the Owner and the Council have not agreed the Financial Viability Reappraisal either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within ten Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the Council and the Owner) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

5.7 Unless otherwise agreed between the Council and the Owner or required by the Specialist each shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Financial Viability Reappraisal.

5.8 In addition to the matters specified in paragraph 5.4, in making his determination the Specialist shall have regard to:-

5.7.1 all relevant material submitted to him by the Council and the Owner;

5.7.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;

5.7.3 the provisions of this Deed.

5.9 Unless otherwise agreed by the Council and the Owner or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines an Affordable Housing Contribution shall be payable to the Council due to the Development generating a Development Surplus (the "**Decision**"), the Owner shall pay the Affordable Housing Contribution to the Council within 28 days from the date of the Decision. The Decision shall be final and binding on the parties.

6. Off Site Public Open Space

6.1 The Owner covenants to provide the Public Open Space Area in accordance with the Planning Permission and approved plans thereto.

6.2 The Owner covenants not to allow or permit First Occupation of the 20th Dwelling until the Off Site Public Open Space Contribution (as Index Linked) has been paid to the Council.

7. SuDS DRAINAGE

- 7.1 Prior to the Commencement of Development the Owner shall submit to the Council for approval the SuDS Maintenance and Management Plan
- 7.2 The Owner covenants to maintain and manage the SuDS in accordance with the SuDS Maintenance and Management Plan as approved by the Council. In the event that the Council considers (acting reasonably) that it is unable to approve the submitted version of SuDS Maintenance and Management Plan then the Owner shall submit a revised version to the Council, taking into account any comments that the Council has provided, for their approval. Such procedure shall be repeated as often as is necessary until the Council approve the SuDS Maintenance and Management Plan.
- 7.3 The Owner covenants with the Council to fully comply with the approved SuDS Maintenance and Management Plan from the Commencement of Development and at all times thereafter to manage and maintain the SuDS provided in accordance with the details set out in the approved SuDS Maintenance and Management Plan until the date that the SuDS is transferred to the Management Company
- 7.4 Until such time as the SuDS is transferred to the Management Company the Council may upon reasonable notice enter the Site in order to check and monitor compliance with the approved SuDS Maintenance and Management Plan.
- 7.5 In the event that the Council considers (acting reasonably) that the requirements of the approved SuDS Maintenance and Management Plan are not being complied with then the Council may serve a notice on the Owner or the Management Company as the case may be requiring the Owner or the Management Company (as appropriate) to undertake such remedial steps as are specified in the notice.
- 7.6 The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 7.5 above within 28 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.
- 7.7 The approved SuDS Maintenance and Management Plan shall only be varied or amended with the written approval of the Council.

- 7.8 No part of the Site upon which the SuDS are located shall be transferred or leased to any Management Company lease may proceed without the approval of the Council) unless the identity of that Management Company has been approved by the Council (acting reasonably). In seeking approval of any Management Company the Owner shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, structure, voting rights and such other information as the Council (acting reasonably) shall require.
- 7.9 The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and e-mail address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of the SUDS

8. Sustainable TRAVEL

8.1 The Owner shall use reasonable endeavours to promote and encourage Sustainable Travel Measures to and from the Development by providing information packs to First Occupiers setting out details of public transport links to and from the Site (including bus timetables and a plan showing the local bus stops) and the transport connections and modes of travel in the locality of the Site.

8.2 Within one month from the date of First Occupation of the final Dwelling, the Owner shall write to the First Occupier of each Dwelling to ask for suggestions on possible improvements to the local transport network and/or possible measures or schemes that could be initiated in order to increase the use of sustainable modes of travel within the locality of the Site.

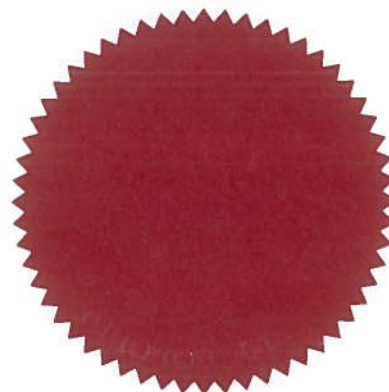
8.3 Two months following the submission of the written requests pursuant to clause 8.2 above, the Owner shall report the responses from First Occupiers to the Council and/or local bus operators and set out any proposals it considers could improve sustainable modes of travel to and from the Site.

9 MELTHAM GREENWAY CONTRIBUTION

The Owner hereby covenants with the Council that it will not cause or permit the Development or any part of it to be Occupied until it has paid to the Council the Meltham Greenway Contribution as Index Linked

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:-)



~~Acting Assistant Director - Legal, Governance~~
~~& Commissioning~~ /Authorised Signatory

013864

EXECUTED as DEED by)
CONROY BROOK (DEVELOPMENTS))
LIMITED)
acting by a Director:-)
in the presence of:)

Witness Signature:

Witness Name:

Witness: Address

Witness Occupation: