

DATED

15th May

2019

HEYWOOD DEVELOPMENTS (BROCKHOLES)
LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

SUPPLEMENTAL AGREEMENT

Under Section 106 of the Town and Country Planning
Act 1990 relating to land at Mill Moor Road Meltham

Julie Muscroft
Director, Legal Governance and Monitoring
Kirklees Council
Legal Services
Second Floor
High Street Buildings
High Street
Huddersfield HD1 2ND

THIS AGREEMENT is made the 15th day of May Two Thousand and Nineteen
BETWEEN HEYWOOD DEVELOPMENTS (BROCKHOLES) LIMITED (Co.Reg.No.)
whose registered office is situate at 35 Westgate Huddersfield HD1 1NY ("the Owner") of
the one part and **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall
Huddersfield West Yorkshire HD1 2TA ("the Council") of the second part

WHEREAS:-

1. This Agreement is a third supplemental to an Agreement ("the Principal Agreement") dated 13th October 2016 for planning permission reference 2015/93861 between the Owner and the Council relating to land at Mill Moor Road Meltham more particularly shown edged red on the plan annexed to the Principal Agreement
2. A first supplemental agreement was completed for planning permission reference 2018/92441 on 19th December 2018
3. A second supplemental was completed for planning permission reference 2018/92441 on 14th March 2019
4. The Owner is the owner of the site under title reference YY57319
5. The parties hereto desire to amend the Principal Agreement as mentioned below

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

1. **THE** Principal Agreement shall as and from the date of this Deed be read and construed and observed and performed as if the definition of Planning Permission at Clause 1 Interpretation of the Principal Agreement has been deleted and substituted with the following:-
"Planning Permission" means the planning permission with reference number 2019/90887 to be granted for erection of 28 dwellings on the Site
2. **THE** Principal Agreement is in all other respects hereby confirmed and shall remain in full force and effect

3. **THE** Owner shall pay to the Council its reasonable legal costs in the preparation of this Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as a Deed on the day and year first before written

EXECUTED AS A DEED by
HEYWOOD DEVELOPMENTS (BROCKHOLES) LIMITED
in the presence of:-

Director

Secretary

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH OF)
KIRKLEES was hereunto affixed in the)
presence of:-)



~~Solicitor to the Council~~/Authorised Signatory