

DATED 14. 05. 2020

THE COUNCIL OF THE BOROUGH OF
KIRKLEES

and

PANORAMA LIVING LIMITED

DEED

**Under Section 106 of the Town & Country
Planning Act 1990 relating to land at
Newsome Mills Ruth Street Newsome**

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

THIS AGREEMENT is made the 14 day of - 05 - Two Thousand and Twenty
BETWEEN PANORAMA LIVING LIMITED (Company Registration Number 3795878) of
5th Floor, Digital World Centre, 1, Lowry Place, The Quays, Salford M50 3UB (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 obligations within this Deed are enforceable
2. The Owner is the freehold owner of the Site registered under title number WYK 779802
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 ensure delivery of the redevelopment of Newsome Mills in the interests of good planning in the Kirklees District
5. The application is for 42 residential units and 33 apartments.

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:-

“Development” means the development of the Site in pursuance of the Planning Permission

Discharge of Listed Building Conditions: means the discharge of conditions in respect of Listed Building Consent reference 2019/91401 following submission of such

“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 and Implement and Implemented shall be construed accordingly

“NPPF” means the National Planning Policy Framework published by the Department for Communities and Local Government

“Phasing Plan” means a plan informed by evidence from the Viability Assessment to deliver the Development in phases

“Plan” means the plan annexed hereto

“Planning Permission” means the planning permission to be granted under reference numbers 2019/91630 - Outline application for 30 dwellings and 12 apartments and 2019/91633 - Outline application for extension and alterations to existing mill remains to create 33 apartments with services at ground floor level and change of use of former office building into one dwelling and existing gate house to cycle parking facilities with ancillary works including the provision of open space together with Listed Building Consent reference 2019/91401

“Reserved Matters” means an application for reserved matters in respect applications reference 2019/91630 and 2019/91633

“Site” means the land at Newsome Mills, Ruth Street, Newsome shown edged red on the Plan

“Viability Assessment” means a document submitted by the Owner to demonstrate to the Council’s satisfaction that the Development is financially viable and deliverable only by way of a phasing plan to secure delivery of the whole Development by using both the new build element together with the necessary repair/work for the listed building element of the Development

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

- 2.8 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 provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed
- 2.11 The Owner shall pay to the Council its legal fees reasonably incurred in the preparation of this Deed

3. OWNER COVENANTS

The Owner covenants with the Council as follows:-

- 3.1 Following the submission and approval of Reserved Matters and the submission and satisfactory Discharge of Listed Building Conditions to submit to the Council for its consideration the Viability Assessment to inform the Phasing Plan.
- 3.2 The Owner acknowledges and recognises the Councils appointment of an independent third party consultant for the purposes of reviewing and verifying the Viability Assessment
- 3.3 The Owner covenants to underwrite and indemnify the costs incurred by the Council in the appointment of an independent third party consultant to review and verify the Financial Appraisal through its consultancy framework to a maximum sum of £3,000 (Three Thousand Pounds)
- 3.4 The Owner covenants not to commence the Development until the sum specified in Clause 3.3 hereof has been paid to the Council
- 3.5 To submit to the Council for its written approval a Phasing Plan

3.6 The Owner covenants not to commence the Development until the approved Phasing Plan has been approved in writing by the Council and to implement the Development only in accordance with the approved Phasing Plan

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

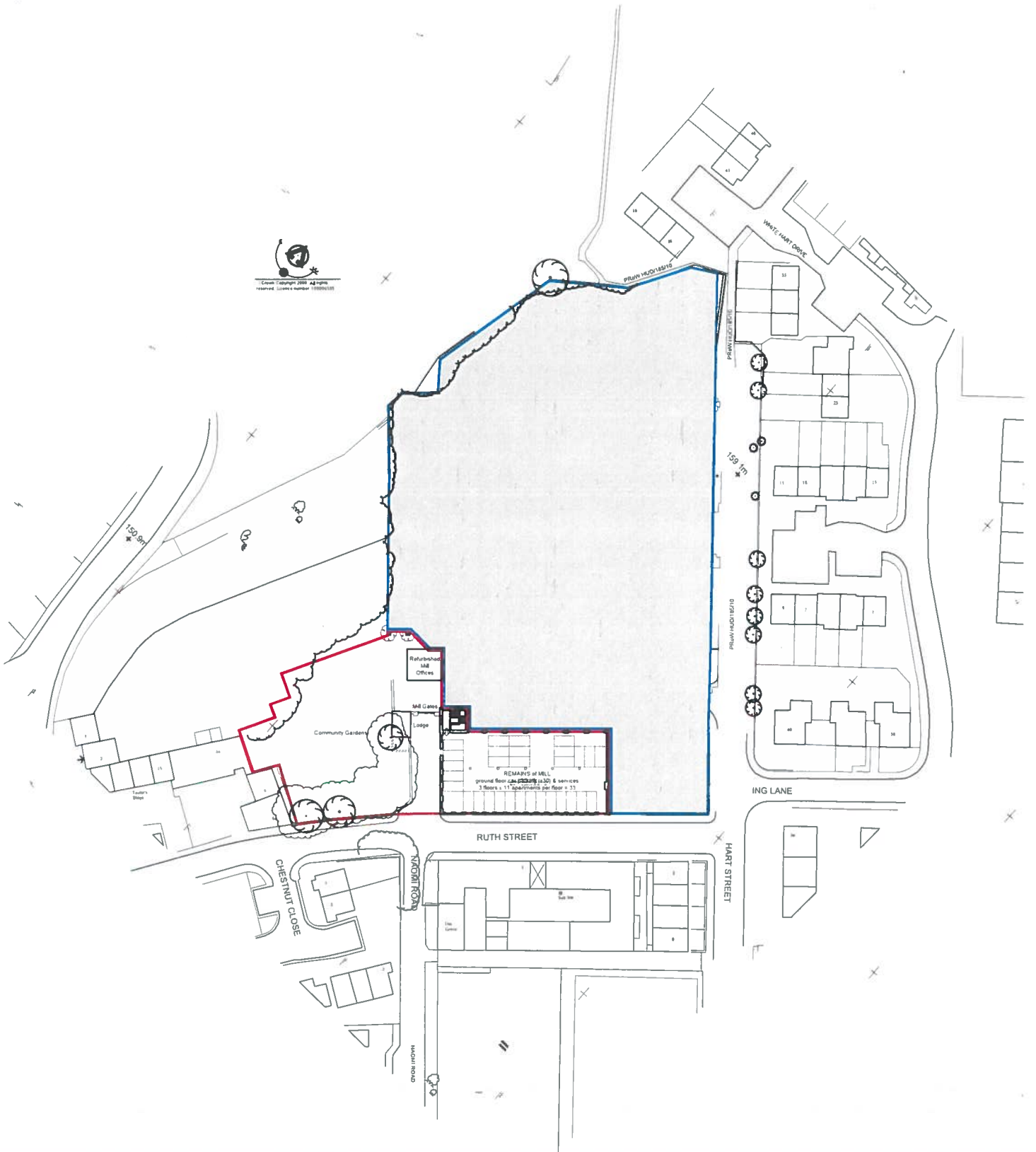
THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)

Assistant Director - Legal, Governance
& Monitoring /Authorised Signatory

EXECUTED AS A DEED by)
PANORAMA LIVING LIMITED)
acting by a sole director) Director

in the presence of:- *Joseph Keller*)
14-5-2020

Witness Signature..... *[Signature]*
Witness Name..... *Benny Weiss*
Address..... *26 Park Rd,*
Procton,
Manchester M25 0LT
Occupation..... *Accountant.*



Title

Location Plan

Drawing No.

2968 / 2.241 / 2

Scale: 1:1250

Date: 22.11.18



BRITCH & ASSOCIATES
CHARTERED ARCHITECTS

31 The Crescent, Salford, Manchester M5 4PF

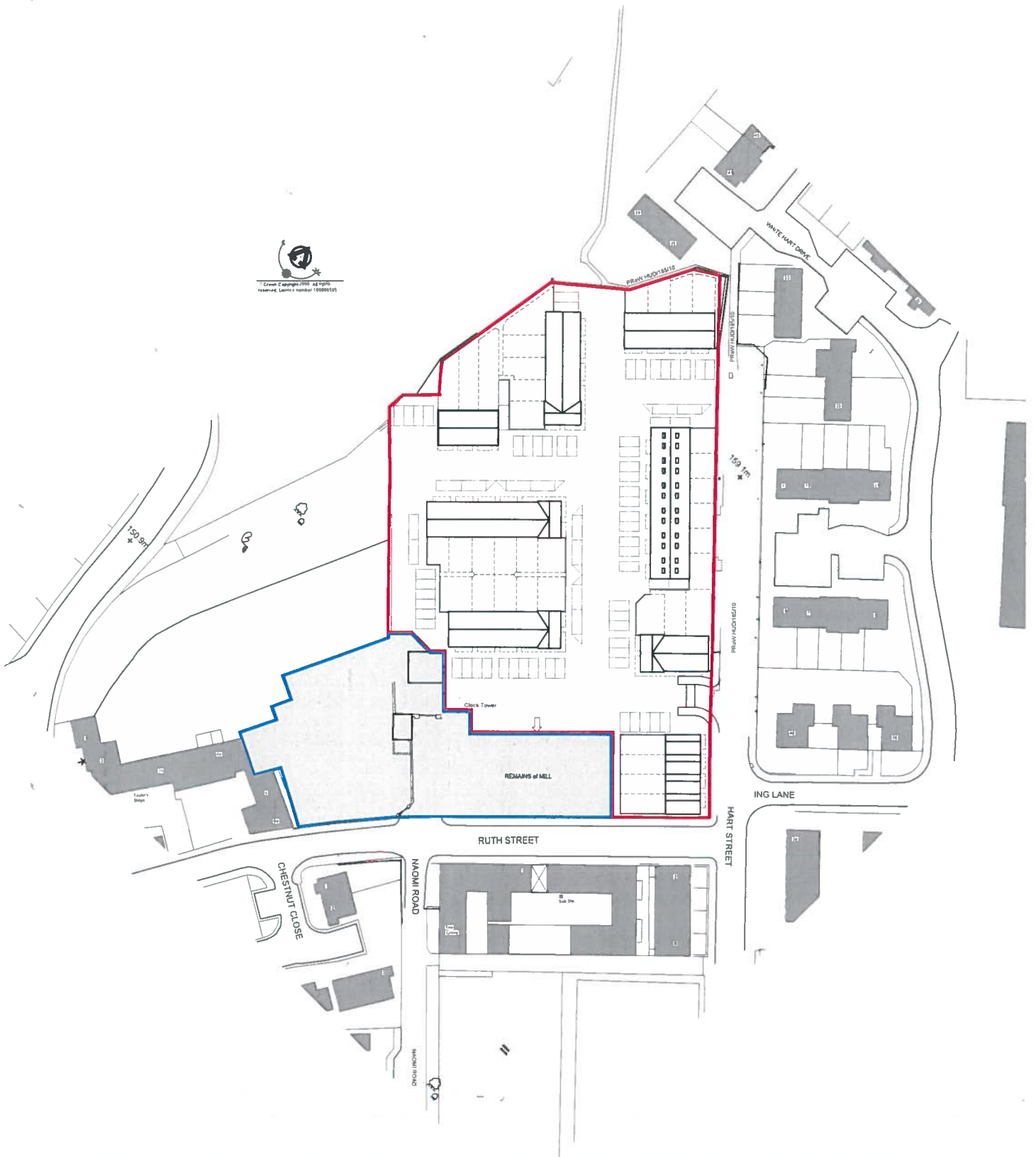
0161 736 1447

0161 745 7564

office@britch.co.uk



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Title

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