

THIS AGREEMENT is made the 3 day of August 2020
BETWEEN FERNBROOK ASSOCIATES LIMITED Company registration No:
09420193 of Unit 24, Batley Business and Technology Centre, Technology Drive,
Batley, West Yorkshire WF17 6ER (hereinafter called "the
Developer") 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 Agreement are enforceable.
2. The Developer is the freehold owner of the Site under title numbers WYK449980, WYK558837 and YY85425.
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 Agreement because of the need to:-
 - 4.1 secure an arrangement for the delivery of infrastructure for drainage, and to ensure the future maintenance and management responsibilities of the drainage system for the Site, covering both surface water and foul drainage by way of incorporation of a resident's management company whose primary objects permit it to maintain the drainage system .
 - 4.2 secure an arrangement for phased works on the Site to ensure the heritage asset and the Green Belt is safeguarded
 - 4.3 to secure contributions for public open space, affordable housing, and sustainable travel in accordance with Kirklees Local Plan policies
 - 4.4 to secure an arrangement to manage and maintain the public open space within the Site

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

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

“1990 Act” means the Town and Country Planning Act 1990

“Affordable Housing” means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally on the open market and which has the same meaning given to in Annex 2 of the NPPF.

“Affordable Housing Contribution” means the sum of £ 5774.00 (Five Thousand Seven Hundred and Seventy Four Pounds)

“the Application” means the application known by reference number 2019/93444 for planning permission for partial demolition of existing building, alterations to convert retained building to 20 apartments and erection of 20 dwellings (within a Conservation Area) on the Site

“Development” means the development of the Site in accordance with the Planning Permission.

“Dwellings” means dwelling constructed on the Site pursuant to the Planning Permission

“First Fix” means all work required to be carried out to substantially complete the works required to the retained former hospital building except works including painting, decorating, carpeting or works, other than the provision of cabling, distribution boxes, service meters, plumbing and drainage; the installation of light fittings, electrical appliances, kitchen fittings, baths, toilets, sinks, taps and internal doors.

“Implementation” means the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the 1990 Act; save that the term “material operation” shall not include operations in connection with any works associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of fencing to site boundary and **“Implement”** and **“Implemented”** shall be construed accordingly.

"Inspection and Certification Charge" means the sum of £250 (two hundred and fifty pounds) towards the administrative costs of the Council in inspecting the works undertaken to the POS Area and certifying that they are in accordance with a scheme of works set out in the approved POS Management 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 Developer for the purposes of the management on the Development of the POS Area and the carrying out of future maintenance of the SuDS serving the Development and the Implementation of the Travel Plan in accordance with paragraph 3 and paragraph 7 below 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 SuDS serving the Development and the POS Area;

"Modal Shift" means an increase in the proportion of persons travelling to and from the Site using modes of transport other than cars;

"Modal Split" means the proportion of trips made by different modes of transport, expressed as a percentage of all the trips made by employees, visitors and occupiers;

"Monitoring Period" means the period of 3 years beginning on the date of First Occupation during which period the Travel Plan will be monitored;

"Monitoring Report" means a Capital Report approved by the Council which summarises the implementation progress of the Travel Plan including details of measures implemented, survey results compared to previous surveys and targets and a revised Action Plan for future years;

"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"** and **"Occupants"** shall be construed accordingly;

"Schedule 1" Means the schedule annexed hereto

"Schedule 2" means the schedule annexed hereto

"SuDS" means the sustainable drainage measures to be provided by the Developer 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

"Travel Plan" means a long term Management Strategy for the Site that has been approved by the Council and which seeks to deliver sustainable transport objectives through positive action, including details of outcomes and a package of measures aimed at encouraging beneficial Modal Shift;

"Travel Plan Monies" means the sum of £20,020 (twenty thousand and twenty pounds) which is the Sustainable Travel Contribution to be set aside by the Developer and covered by the Management Plan in a form first approved by the Council in writing;

"Travel Plan Co-ordinator" means a person appointed by the Developer to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan;

"Travel Plan Monitoring Costs" means the sum of £1000 per annum for a period of three years for the Council's costs for administering the requirements for surveys, providing guidance to the Travel Plan Co-Ordinator and for reviewing the Monitoring Surveys and the Developer compliance with the terms of the Travel Plan;

"NPPF" means the National Planning Policy Framework published by the Department for Communities and Local Government in July 2018.

"Plan" means the plan so marked and annexed hereto.

"POS Area" means the area of public open space shown on the POS Plan

"POS Plan" means the plan marked 18001-K01-A and annexed hereto

"POS Management Scheme" means a scheme to manage the on-site POS Area.

"Planning Permission" means the planning permission to be granted pursuant to the Application.

"Public Open Space Contribution" means the sum of £15,454 (Fifteen Thousand Four Hundred and Fifty-Four pounds)

"Site" means the land at shown edged red on the Plan at former Batley District Hospital, Batley

"Sustainable Travel Contribution" means the sum of £20,020 (Twenty Thousand and Twenty pounds)

“Vacant Building” means the heritage asset identified on the drawing number 18001- D03- D annexed hereto

“Working Day” means any day except Saturdays Sundays or bank holidays and reference to “Working Days” shall be construed accordingly.

2. GENERAL

- 2.1. The Developer covenants with the Council to observe the restrictions and perform the obligations contained in this Agreement.
- 2.2. The provisions of this Agreement are planning obligations made pursuant to Section 106 of the 1990 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 Developer” shall include their successors in title and assigns.
- 2.4. No person shall be liable for breach of any covenant contained in this Agreement after he shall have parted with his or its 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 Agreement shall not be binding upon the owner/occupiers of the Dwellings
- 2.6. If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner this Agreement 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 Agreement 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 Agreement.
- 2.8. This Agreement 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 Agreement.
- 2.10. The Developer shall pay to the Council its legal fees reasonably incurred in the preparation of this Agreement.

2.11. This Agreement shall come into effect upon the date hereof

3. DEVELOPER COVENANTS

The Developer covenants with the Council as follows: -

- 3.1 Prior to Implementation of the Development the Developer shall submit to the Council for approval the SuDS Maintenance and Management Plan
- 3.2 The Developer covenants that Development shall not be Implemented unless and until the SuDS Maintenance and Management Plan has been 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 Developer 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.
- 3.3 The Developer covenants with the Council to fully comply with the approved SuDS Maintenance and Management Plan from Implementation of the Development and at all times thereafter to manage and maintain the SuDS 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
- 3.4 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.
- 3.5 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 Developer or the Management Company as the case may be requiring the Developer or the Management Company (as appropriate) to undertake such remedial steps as are specified in the notice.
- 3.6 The Developer or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 3.5 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.

- 3.7 The approved SuDS Maintenance and Management Plan shall only be varied or amended with the written approval of the Council.
- 3.8 No part of the Site upon which the SuDS are located shall be transferred or leased to any Management Company unless the identity of that Management Company has been approved by the Council (acting reasonably). In seeking approval of any Management Company the Developer 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.
- 3.9 The Developer 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

4. PHASING

- 4.1 Prior to implementation a schedule of works, substantially in the form annexed hereto at Schedule 1, detailing the ongoing security, maintenance and retention of the Vacant Building, shall be submitted to and approved in writing by the Local Planning Authority.
- 4.2 Not to construct the dwellings on Plots 12 to 18 as shown on site plan 18001-D007-B past foundation and slab level until the Vacant Building has been completed to First Fix stage in accordance with schedule 2
(First Fix means all work required to be carried out to substantially complete the works required to the retained former hospital building except works including painting, decorating, carpeting or works, other than the provision of cabling, distribution boxes, service meters, plumbing and drainage; the installation of light fittings, electrical appliances, kitchen fittings, baths, toilets, sinks, taps and internal doors.)

5. CONTRIBUTIONS AND POS MANAGEMENT SCHEME

- 5.1 Prior to Occupation of the 30th Dwelling to pay the Affordable Housing Contribution to the Council
- 5.2 Prior to Occupation of 30th Dwelling to pay the Public Open Space Contribution to the Council. The Developer shall pay the inspection and Certification Charge to the Council prior to the transfer of the POS area referred to in paragraphs 5.5 and 5.6
- 5.3 On-Site POS prior to the occupation of the 30th dwelling to provide the On-Site POS area (including both amenity and natural green space) and to notify the Council in writing that such works have been completed and are ready for inspection.
- 5.4. Not later than one calendar month following receipt of the relevant notice referred to in paragraph 5.3 of the Agreement the Council shall inspect the POS Areas to confirm it has been provided in accordance with the Planning Permission and approved plans thereto.
- 5.5 Following written confirmation or deemed approval by the Council of the satisfactory completion of the POS Area pursuant to paragraph 5.4 of this Agreement the Developer shall thereafter maintain the POS Area in accordance with the approved POS Management Scheme until such time as it shall be transferred to a Management Company.
- 5.6 Within three (3) months of receipt of written confirmation or deemed approval by the Council of the satisfactory completion of the POS Area pursuant to paragraph 5.5 of this Agreement the Developer shall transfer the POS Area to the Management Company **PROVIDED THAT** it is agreed that the Transfer shall contain a covenant so as to bind the POS Area into whomsoever hands the same maybe transferred to maintain the POS Area in accordance with the POS Management Scheme and shall not permit it to be used for anything other than Open Space (within the meaning of Open Spaces Act 1906) and to allow the Public reasonable access thereto.

6. POS MANAGEMENT SCHEME

- 6.1 Prior to Occupation of the first Dwelling on the Development the Developer shall submit to the Council for approval the POS Management Scheme.

- 6.2 The Developer covenants the occupation of the first dwelling will not occur unless and until the POS Management Scheme has been approved by the Council. In the event that the Council considers (acting reasonably) that it is unable to approve the submitted version of POS Management Scheme then the Developer 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 POS Management Scheme
- 6.3 The Developer covenants with the Council to fully comply with the approved POS Management Scheme from Occupation of the Development and at all times thereafter to manage and maintain the POS in accordance with the details set out in the approved POS Management Scheme until the date that the POS is transferred to the Management Company
- 6.4 Until such time as the POS 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 POS Management Scheme .
- 6.5 Upon notice of satisfactory inspection of the POS Area by the Council the Developer shall pay the Inspection and Certification Charge Fee prior to the occupation of the last dwelling.

7. THE OWNER COVENANTS

The Owner covenants with the Council as follows:-

7.1 Travel Plan Submission and Site Occupation

7.1.1 Not to cause or permit first occupation until the Travel Plan has been submitted to and approved in writing by the Council.

No part of the Development shall be occupied unless any measures scheduled by the Travel Plan to be implemented before such occupation have been carried out to the satisfaction of the Council.

7.2 Travel Plan Requirements

7.1.1 The Travel Plan shall provide as a minimum:-

7.1.1.1 A timetable for the implementation of measures, identifying timescales and responsibilities for ensuring implementation;

- 7.1.1.2 A schedule of Travel Plan Monitoring, which includes both surveys and Monitoring Reports to be submitted to the Council. The length of the Monitoring Period shall be not less than 3 years from the date of occupation of the Development;
- 7.1.1.3 An initial Baseline Survey to be undertaken within 6 months of first occupation of the Development;
- 7.1.1.4 The methods of carrying out the Surveys for the purposes of Monitoring to include details of the equipment to be used, the methods of collecting the data and the methods for calculating the Modal Shift; and
- 7.1.1.5 A budget for the implementation of measures and carrying out of surveys and provisions to ensure the expenditure of this budget;
- 7.1.1.6 The Travel Plan shall include the following targets to be approved by the Council:-
 - 7.1.1.6.1 Implementation of actions on time and to an agreed quality;
 - 7.1.1.6.2 The Modal Split
 - 7.1.1.6.3 The Travel Plan shall set targets for monitoring the following use of the Development:-
 - A) Residents
 - B) Visitors
 - 7.1.1.6.4 The Development shall not be first occupied unless until any measures scheduled by the Travel Plan to be implemented before such occupation has been carried out

7.2 Travel Plan Co-Ordinator

- 7.2.1 No units shall be occupied unless and until a Travel Plan Co-Ordinator has been appointed.

7.3 The Travel Plan Implementation

- 7.3.1 The Developer shall fully carry out the Travel Plan approved by the Council in accordance with the timescales contained in the Travel

Plan (or as amended by the Agreement between the Council and the Developer in writing).

- 7.3.2 The Developer shall use all reasonable endeavours to ensure that the Travel Plan is complied with and that each of the targets contained in the Travel Plan are met.
- 7.3.3 The Developer shall continue to implement and observe the requirements and obligations set out in the Travel Plan for a period of not less than 3 years following first occupation.
- 7.3.4 The Developer shall use all reasonable endeavours to secure compliance with the Travel Plan by its tenants, agents, licencees, workman, employees and other persons using or occupying site of the Development with the Developer's Consent.

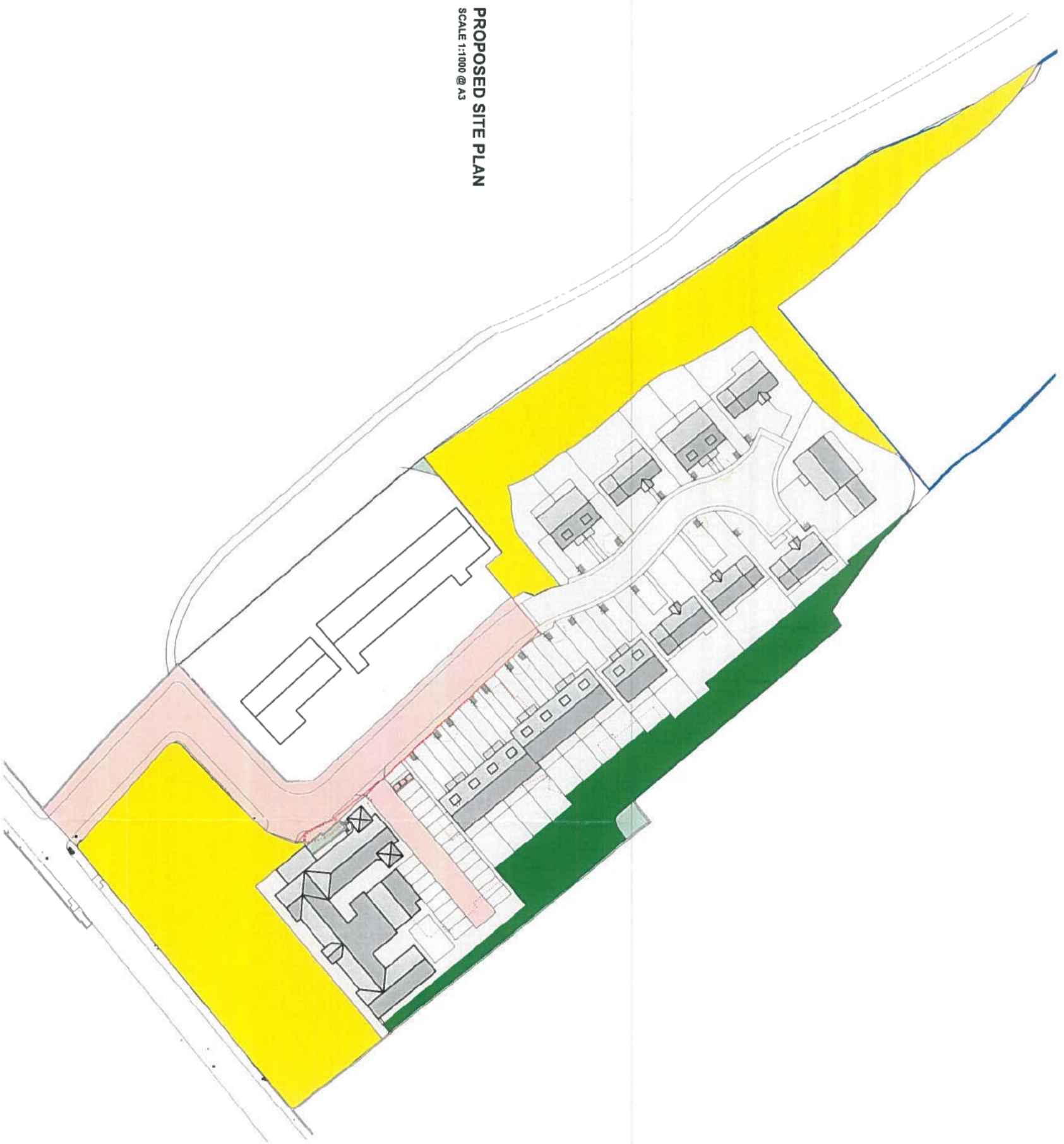
7.4 Travel Plan Monitoring

- 7.4.1 A Baseline Survey shall be undertaken by the Developer within 6 months following first occupation of the Development and further Monitoring Survey shall thereafter be undertaken during the corresponding calendar month of each following year for a period of not less than 3 Years.
- 7.4.2 Within 2 months of carrying out each of the Monitoring Surveys the Developer shall submit a Monitoring Report to the Council together with the annual monitoring fee of £1000. (The monitoring fee to be paid for a period of 3 years).
- 7.4.3 The Developer undertakes that it will each year submit a Monitoring Report to the Council which it shall:-
 - 7.4.3.1 Demonstrate how the Travel Plan has been implemented during the previous 12 month period to include:
 - 7.4.3.2 Measures introduced and actions taken to promote the Travel Plan; and
 - 7.4.3.3 A statistical summary of the Modul Split of employees/residents/users disclosed by the Monitoring Surveys
 - 7.4.3.4 Show the performance in seeking to achieve the targets of the Travel Plan; and

- 7.4.3.5 In the event that targets are set out in the Travel Plan are not achieved, identifying any proposed amendments to the Travel Plan together with a plan for future actions to be implemented and any measures identified shall be submitted to the Council for agreement.
- 7.4.3.6 The Developer shall co-operate with the Council in such a manner on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Travel Plan have been achieved.
- 7.4.3.7 The Council may convene a meeting with the Developer or Travel Plan Co-ordinator in order to discuss the progress of action implementation, target achievement, or other issues and the Developer or Travel Plan Co-Ordinator shall attend the meeting which shall take place within 21 days of such a request being made and should be on a date and in a place determined by the Council.
- 7.4.3.8 If the Developer shall fail to carry out any requirements set out above then the Council shall be entitled to carry out those actions and the Owner shall re-imburse to the Council the Council's reasonable costs of doing so.
- 7.4.3.9 The Monitoring Report to include details of how much of the £20,020 has been spent, on what, and how much of the Travel Plan Money remains.
- 7.4.3.10 The Developer covenants that at the end of 3 years if any of the £20,020 Travel Plan Money has not being used it will repay to the Council and the Council covenants with the Developer that any such repaid money will be used for the purposes of Sustainable travel initiatives needed in the area.

8. COUNCIL'S COVENANTS

- 8.1 The Council covenants to apply the Affordable Housing Contribution referred to in clause 5 above towards the provision or improvement of



PROPOSED SITE PLAN
SCALE 1:1000 @ A3



- Key:**
- Natural green space - 1131 sqm
 - Amenity green space - 4587 sqm



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NOTES:

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DRAWN BY: HD	STAGE: DESIGN	DATE: 03/02/20
LOCATION:	CARLINGHOW HILL, BATLEY	
TITLE:	RESIDENTIAL DEVELOPMENT	
DESCRIPTION:	PROPOSED SITE PLAN	
REF:	18001-K01-A	



LOCATION PLAN
SCALE 1:1250 @ A3

NOTES:

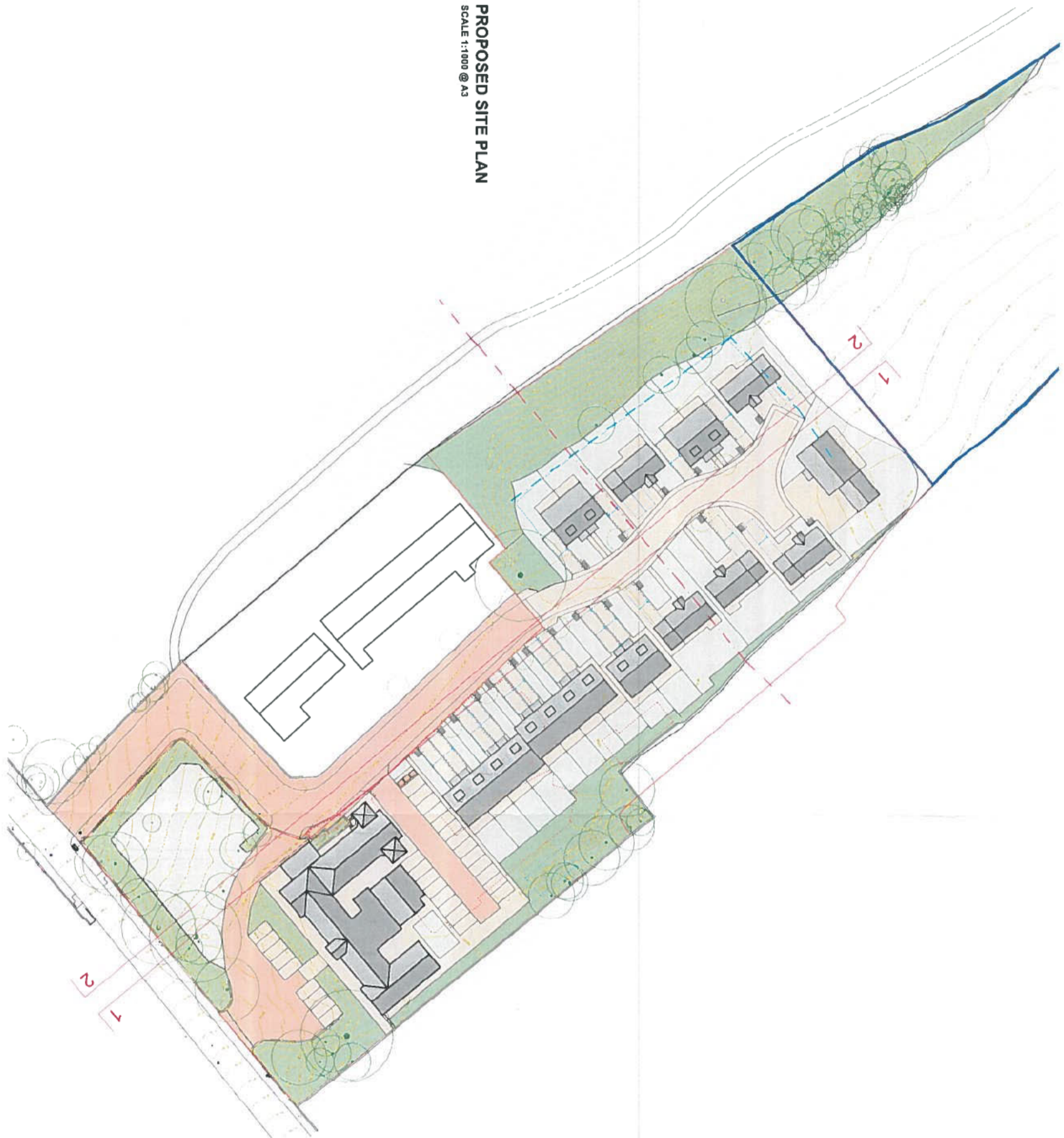
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DRAWN BY: HD	STAGE: DESIGN	DATE: 30.09.19
LOCATION:	CARLINGHOW HILL, BATLEY	
TITLE:	RESIDENTIAL DEVELOPMENT	
DESCRIPTION:	LOCATION PLAN	
REF:	18001-D01-A	



PROPOSED SITE PLAN
SCALE 1:1000 @ A3

Key:

- Natural green space - 1131 sqm
- Amenity green space - 4587 sqm

SCHEDULE:

- Houses**
- Detached Units - 6
- Semi-Detached Units - 6
- Town Houses - 8
- Total - 20
- Flats**
- 1 Bed - 9
- 2 Bed - 6
- 3 Bed - 5
- Total - 20

No. of units in GB (brownfield) - 7
 No. of units outside GB (brownfield) - 13+20=33
 Total site area - 1.22 Ha (12200 sqm)
 Existing Gross Floorspace - 4062sqm
 Gross Floorspace lost to demolition - 2187 sqm
 Existing Gross Floorspace converted to 20 Apartments - 1875 sqm
 Proposed Gross Floorspace of 20 New Build Dwellings - 2234 sqm

NOTES:
 REV B 04/12/2019 - UPDATED PARKING LAYOUT, FOOTWAY ADDED TO RAMP, BIN STORES ADDED
 REV C 10/01/2020 - BIN STORE MOVED
 REV D 10/02/2020 - UPDATED ROAD TURNING HEAD



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DRAWN BY: HD	STAGE: DESIGN	DATE: 10/02/20
LOCATION: CARLINGHOW HILL, BATLEY		
TITLE: RESIDENTIAL DEVELOPMENT		
DESCRIPTION: PROPOSED SITE PLAN		
REF: 18001-D03-D		



HOUSE TYPE 1



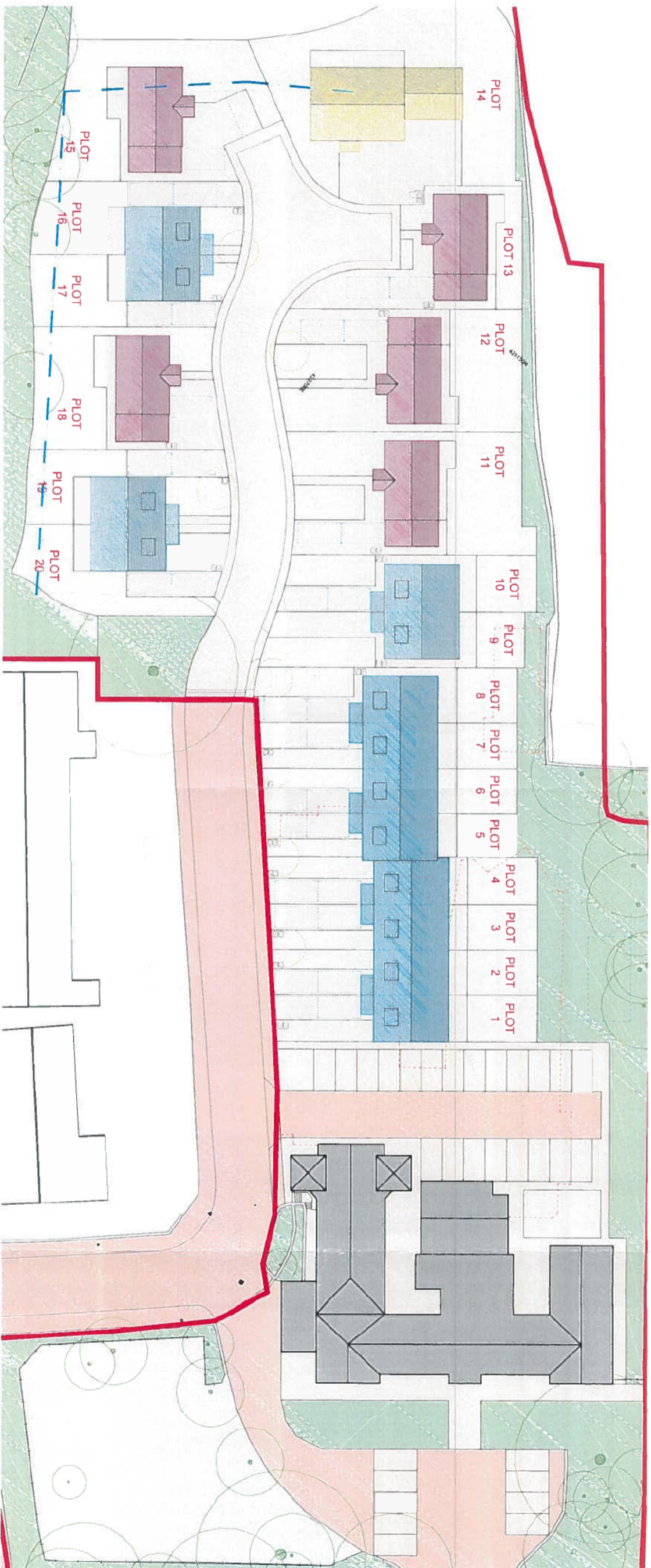
HOUSE TYPE 2



HOUSE TYPE 3



HOUSE TYPE 4



HOUSE TYPES
SCALE 1:500 @ A3

REV B 04/12/2019 - UPDATED PARKING PROVISIONS

DESCRIPTION: SITE PLAN KEY
 DRAWN BY: HD STAGE DESIGN DATE: 04/12/19

LOCATION: CARLINGHOW HILL, BATLEY
 TITLE: RESIDENTIAL DEVELOPMENT

DRAWING REF:
18001-D07-B



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affordable housing in the Kirklees district **PROVIDED THAT** if the whole or any part of the sum has not been spent on such purpose within five years of the date of the final payment of the relevant sum then the whole sum or any unspent part plus interest will be repaid to the person who paid the sums or its nominee.

8.2 The Council covenants to apply the Public Open Space Contribution referred to in clause 5 above towards the provision or improvement of a Local Area of Play **PROVIDED THAT** if the whole or any part of the sum has not been spent on such purpose within five years of the date of the final payment of the relevant sum then the whole sum or any unspent part plus interest will be repaid to the person who paid the sums or its nominee.

8.3 The Council covenants to apply the Sustainable Travel Contribution referred to in clause 7.4.3.10 as a contribution to promote connectivity and sustainable means of travel to improve accessibility to local amenities and public transport to enhance the sustainability of the development consistent with LP3 of the Local Plan and guidance in the NPPF **PROVIDED THAT** if the whole or any part of the sum has not been spent on such purpose within five years of the date of the final payment of the relevant sum then the whole sum or any unspent part plus interest will be repaid to the person who paid the sums or its nominee.

8.4 The Council hereby covenants to apply the Inspection and Certification Charge towards the administrative costs to the Council in inspecting the works undertaken to the POS Area and certifying that they are in accordance with a scheme of works set out in the approved POS Management Scheme **PROVIDED THAT** if the whole or any part of the sum has not been spent on such purpose within five years of the date of the final payment of the relevant sum then the whole sum or any unspent part plus interest will be repaid to the person who paid the sums or its nominee in accordance with

IN WITNESS WHEREOF the parties hereto have caused this Agreement 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: -)



Schedule 1

Works to Former hospital, Transvaal Terrace, Batley

Following demolition of the rear extension the following works shall be carried out to the Vacant Building identified on the plan annexed hereto:-

- 1 Turn off any live services and drain down heating and water supply systems.
- 2 Ensure that ventilation is provided to all internal spaces in accordance with BSCP 5925:1980.
- 3 Clear away accumulated rubbish and combustible material from the interior, including pigeon droppings.
- 4 Provide temporary roof covering at areas of the roof damaged or missing by installing impervious flexible sheeting, supported on existing structure and additional temporary support if necessary. Secure with suitable fixings, battens or weights. Dress into gutters and outlets. Install self-adhesive membrane flashings to seal edges and abutments
- 5 Cover up the external faces of the ground floor windows so as to prevent access. Use external grade plywood or corrugated metal sheets with 10 no. 25mm diameter drilled holes per window for ventilation, secured by long bolts with heads placed externally, through top and bottom sash openings. Fix to 100mm x 50mm softwood sections placed internally across the width of the window and shimmed off the inside face of the plastered external wall to both sides of the opening with timber blocking pieces, to provide clearance of any internal window architraves.
- 6 Clean and clear gutters, hoppers, downpipes and drains through to inspection chambers.
- 7 Repair existing and reinstate missing sections of rainwater goods and generally ensure that all rainwater run-off is conducted to main drains

- 8 Provide and maintain while works are being carried out all boarding, screens and barriers necessary to keep the building secure.

SCHEDULE 2

Phase 2 –The construction of the 7 no. dwellings within the Green Belt will not progress passed the initial inspection by building control of the foundations and slab level. At this time, the Local Planning Authority should be contacted in order to arrange an internal inspection of the apartments. An inspection will be completed by the Planning Officer to ensure that the works have been satisfactorily completed to first fix stage. The Local Planning Authority will confirm this in writing.



DATED 3 August **2020**

**THE COUNCIL OF THE BOROUGH OF
KIRKLEES**

and

FERNBROOK ASSOCIATES LIMITED

DEED

**Under Section 106 of the Town & Country
Planning Act 1990 relating to at Land at
Former District hospital, Batley**

Kirklees Council
Second Floor
High Street Buildings
High Street
Huddersfield
HD1 2ND