

Dated _____ 2025

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

C. C. PROJECTS

**Deed of Agreement under Section 106 of the Town
and Country Planning Act 1990**

Land east of Leeds Road, Chidswell, Dewsbury

Application Ref: 2020/60/92331/E

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THIS DEED is made

2025

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**); and
- (2) **C. C. PROJECTS** (CRN: 01765782) (an unlimited company) of 29 Great Smith Street, London, SW1P 3PS (**the Owner**).

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.
- (B) The Owner is the registered freehold proprietor of the Site which comprises all or part of the land registered at HM Land Registry under Title Numbers WYK187209, WYK417690, WYK944256, WYK415247, WYK791676, WYK701909, WYK786226, WYK610334, WYK938028, YY157948, WYK201971 and WYK596770.
- (C) The Owner is the registered freehold proprietor of the Ancient Woodland Land and the Skylark Land which is registered at HM Land Registry under Title Number WYK187209.
- (D) The Owner has submitted the Application to the Council seeking planning permission for the Development.
- (E) The Council's Strategic Planning Committee resolved on 8 December 2022 to grant the Planning Permission for the Development subject to the prior completion of this Deed.
- (F) The parties by entering into this Deed do so to create planning obligations in respect of the Site, the Ancient Woodland Land and Skylark Land pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following expressions shall have the following meanings:

1990 Act	the Town and Country Planning Act 1990;
Ancient Woodland Land	together the land shown edged green and the land shown hatched green on the plan attached to this Deed at Appendix 3;
Application	the application for outline planning permission for the Development which was validated by the Council on 21 July 2020 under reference number 2020/60/92331/E;

Commencement of Development	the date upon which the Development (or a Phase or other specified part of the Development as the context so requires) is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term material operation shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, ecology survey or works, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and / or laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly;
Commence Construction	the commencement of the foundations of the relevant part of the Development;
Condition [...]	the condition with the specified number as imposed the Planning Permission granted pursuant to Application reference 2020/60/92331/E (and any equivalent condition in a subsequent planning permission to which this Deed applies pursuant to Clause 12 below in relation to which this definition shall be applied purposively);
Construction Contributions	(to the extent payable pursuant to this Deed) the Bus Route Contribution, Bus Stop Infrastructure Contribution, Interim Primary School Contribution, M1 Contribution, M62 Contribution, Off Site POS Contribution, Rein Road Junction Contribution, Secondary School Contribution, Shaw Cross Junction Contribution and Soothill Lane Junction Contribution;
Contributions	together the Construction Contributions and the Monitoring Contributions;
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England;
Designated Body	the Church Commissioners for England or alternative body notified to the Council either for the purposes of this definition or for the purposes of a particular obligation of this Deed;
Development	the development of the Site comprising the demolition of existing dwellings and development of phased, mixed use scheme comprising

	residential development (up to 1,354 dwellings), employment development (up to 35 hectares of B1 (part a and c), B2, B8 uses), residential institution (C2) development (up to 1 hectare), a local centre (comprising A1/A2/A3/A4/A5/D1 uses), a 2 form entry primary school including early years provision, green space, access and other associated infrastructure as described in the Application pursuant to the Planning Permission;
Dwelling	a residential unit that may be built on the Site as part of the Development;
Employment Unit	a unit forming part of the Development to be Occupied for Use Class B1, B2 or B8 purposes;
Expert	a person appointed in accordance with clause 11 to determine a dispute;
GIA or Gross Internal Area	gross internal area measured in accordance with the latest edition of the RICS Code of Measuring Practice as at the relevant date;
Heybeck Lane Agreement	the agreement made pursuant to section 106 of the 1990 Act between (1) the Council and (2) the Owner entered into on 17 October 2024 and the supplemental agreements dated 19 December 2024 and 27 February 2025 in connection with the Heybeck Lane Development;
Heybeck Lane Development	the development of the Heybeck Lane Site comprising residential development (Use Class C3) of up to 181 dwellings, engineering and site works, demolition of existing property, landscaping, drainage and other associated infrastructure pursuant to the Heybeck Lane Permission;
Heybeck Lane Permission	the planning permission authorising the Heybeck Lane Development as granted by the Council under reference 2020/60/92350/E;
Heybeck Lane Site	the land south of Heybeck Lane, Chidswell, Dewsbury against which the Heybeck Lane Agreement may be enforced;
Index	the Index BCIS in respect of the Construction Contributions or Index CPI in respect of the Monitoring Contributions and any reference to index at a specified date shall be the last finally approved index published at that date;
Index BCIS	the Building Cost Information Service All in Tender Price Index issued by the Royal Institution of

	Chartered Surveyors or any successor organisation;
Index CPI	the all Items Index of Consumer Price issued by the Office for National Statistics or any successor organisation;
Index Linked	increased in accordance with the following formula: Amount payable = the figure specified in this Deed x (A/B) where: A = the figure for the Index that applied immediately preceding the date the payment is due or is paid if earlier (or prior to the date of calculation where this Deed provides for a figure to be calculated at a later point in time); and B = the figure for the Index that applied when that index was last published prior to the date of the Planning Permission;
Local Plan	Kirklees Local Plan adopted February 2019;
Mineral Rights	rights to exploit, mine, or produce minerals and other extractive resources lying below the surface of the Site;
Monitoring Contributions	the Chidswell Lane Monitoring Contribution, Framework Travel Plan Monitoring Fee and Phase Travel Plan Monitoring Fee;
NPPF or National Planning Policy Framework	the national planning policy framework dated December 2024 or (where the context so requires) any amended or successor national policy;
New Deed	a planning obligation under Section 106 and/or Section 106A of the 1990 Act relating to a New Permission and binding all or part of the Site;
New Permission	a planning permission for the development of all or part of the Site;
Occupy	means to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development and 'Occupied' and like expressions shall be construed accordingly;
Plan 1	the plan titled "S106 PLAN CC Projects Land" drawing reference '33387/CHIDSWELL 106 CC

	Projects Land 1' attached to this Deed at Appendix 1;
Planning Obligations	the obligations, restrictions, conditions and stipulations on the part of the Owner set out in Schedule 1 to Schedule 9 of this Deed;
Planning Permission	a planning permission granted by the Council pursuant to the Application substantively in the form attached to this Deed at Appendix 2;
Phase	a phase of the Development as shown on a phasing plan approved pursuant to Condition 5 or other phase of the Development approved by the Council for the purposes of compliance with a provision of this Deed;
Practical Completion	the practical completion of the Development or specified part as evidenced by the issue of a certificate of practical completion by the architect or project manager;
Reserved Matters Application	an application for the approval of matters reserved pursuant to Condition 1;
Reserved Matters Approval	an approval pursuant to a Reserved Matters Application;
Residential Phase	a Phase containing one or more Dwelling;
Secretary of State	the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor to the relevant function specified in this Deed (and any planning inspector appointed to determine an appeal);
Section 106 Monitoring Contribution	the sum of £115,000.00 (one hundred and fifteen thousand pounds) to be paid by the Owner to the Council in accordance with clause 18.2 of this Deed to be used by the Council towards the costs of monitoring compliance with the terms of this Deed;
Site	the land shown edged red on Plan 1 against which the obligations contained in this Deed may be enforced and which is referred to in Recital B of this Deed;
Skylark Land	the land shown edged black on the plan titled "Skylark Land Plan" prepared by Brooks Ecological attached to this Deed at Appendix 4;
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on

an undertaking for the supply of telephone or television or other electronic communications, electricity, gas, water, sewerage, drainage or other public services and any authorised successor to any such undertaking;

Use Class a use class as set out in the Schedule to the Town and Country Planning (Use Classes) Order 1987 prior to its amendment on 1 September 2020;

Wider Site the Site, the Ancient Woodland Land and the Skylark Land;

Working Day any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2. In addition to the definitions set out in Clause 1.1 above each of Schedules 1 to 9 contains additional definitions to aid the interpretation of that Schedule and (unless stated to the contrary) such additional definitions shall apply throughout this Deed where applicable.
- 1.3. Unless specified to the contrary and save for reference to the Town and Country Planning (Use Classes) Order 1987, any reference in this Deed to an enactment shall be construed as being a reference to that enactment as amended, extended, or re-enacted by or under any other enactment, and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.4. References to clauses, paragraphs, Parts and Schedules are references to clauses, paragraphs, Parts and Schedules in this Deed.
- 1.5. References to paragraphs within specific Parts of the Schedules are references to the corresponding paragraphs within that Part of the Schedule unless specified otherwise.
- 1.6. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.7. Any words denoting natural person shall include legal persons and vice versa.
- 1.8. The expression "the Owner" shall include its successors in title and assigns.
- 1.9. The expression "the Council" shall include any successor authority to its statutory functions under the 1990 Act.
- 1.10. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where (from time to time) a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.11. Clause headings and the contents list shall not affect the construction of this Deed.

- 1.12. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.14. Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. STATUTORY BASIS

- 2.1. This Deed is made pursuant to section 106 of the 1990 Act and binds the Site and (to the extent set out in clause 4.2) the Ancient Woodland Land and Skylark Land, and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) and (to the extent set out in clause 4.2) the Ancient Woodland Land (or any part or parts thereof) and Skylark Land (or any part or parts thereof), through or under the Owner as if that person had been an original covenanting party to this Deed subject to the terms of this Deed.
- 2.2. This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.
- 2.3. To the extent that the covenants, restrictions and requirements in this Deed are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITIONS PRECEDENT

- 3.1. This Deed is conditional upon the grant of the Planning Permission.
- 3.2. The Schedules to this Deed are further conditional upon the Commencement of Development (save any obligations which are required to be complied with prior to Commencement of Development which shall be conditional only upon the grant of Planning Permission and which for the avoidance of doubt includes Schedule 7 paragraph 2).

4. COVENANTS & DECLARATIONS

- 4.1. The Owner covenants with the Council so as to bind the Site to comply with the Planning Obligations.
- 4.2. The Owner covenants with the Council:
 - 4.2.1. so as to bind the Ancient Woodland Land to comply with the obligations contained in paragraph 6.5, paragraph 7 and paragraph 8 of Schedule 4 and paragraph 6.2 of Schedule 7; and
 - 4.2.2. so as to bind the Skylark Land to comply with the obligations contained in paragraph 7.2 of Schedule 7

in each case to the extent that any such obligations are in effect pursuant to the specified paragraphs of this Deed.

- 4.3. The Council covenants with the Owner to comply with the obligations on its part in Schedule 1 to Schedule 9.

5. **EXCLUSIONS & RELEASE**

- 5.1. No party shall be bound by the terms of this Deed or be liable for a breach of any Planning Obligation:

5.1.1. after it has parted with its interest in the Wider Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest);

5.1.2. if its interest in the Wider Site or relevant part thereof is solely as the owner of the subsoil of adopted highway and/or of Mineral Rights;

5.1.3. if it is a Statutory Undertaker which has an interest in any part of the Wider Site for the purposes of its undertaking;

5.1.4. if that party is an owner or occupier of an individual Dwelling or mortgagee or chargee of any such party;

5.1.5. if that party is an owner, tenant or occupier of an individual Employment Unit or part of an Employment Unit (save for the obligations in paragraph 3 of Schedule 2 and paragraphs 4 and 5 of Schedule 9) or mortgagee or chargee of any such party;

5.1.6. if that party is an owner, tenant or occupier of any building or part of a building forming part of the Local Centre or mortgagee or chargee of any such party; or

5.1.7. if that party is a Registered Provider which has derived an interest in the Site solely by virtue of an interest(s) in an Affordable Housing Unit(s) (as defined in Schedule 5) SAVE FOR the provisions of paragraphs 5 – 11 (as may be applicable) of Schedule 5

and where a Planning Obligation applies to Phases, no party shall be liable for a breach of such a Planning Obligation relating to a Phase unless it has an interest in the part of the Site comprised in that Phase.

- 5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked this Deed shall determine and cease to have effect.

- 5.3. No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Wider Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Wider Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. **REGISTRATION**

6.1. This Deed is a local land charge and may be registered as such by the Council.

6.2. Following either:

6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Deed; or

6.2.2. the determination of this Deed in accordance with Clause 5.2;

the Council shall as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the Register of Local Site Charges in respect of this Deed.

7. **NON-FETTER & WAIVER**

7.1. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

7.2. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions 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 or from acting upon any subsequent breach or default.

7.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Wider Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. **VAT**

8.1. All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

9. **SEVERABILITY**

9.1. If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

10. **CHANGE OF OWNERSHIP**

10.1. The Owner agrees with the Council to give written notice to the Council within 20 Working Days of any change in ownership of any of its interests in the Wider Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Wider Site to a Statutory Undertaker for the purposes of its undertaking or to the grant of an agricultural or farm business or similar tenancy.

11. **DISPUTES**

- 11.1. Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.
- 11.2. The following provisions and terms of appointment shall apply to such disputes or disagreements:-
- 11.2.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.1 above, shall be appointed or identified on application by any party by the following persons:
- 11.2.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
- 11.2.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
- 11.2.1.3. in the case of any other dispute the President of the Bar Council;
- 11.2.2. the Expert shall act as an expert and not as an arbitrator;
- 11.2.3. the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:
- 11.2.3.1. the parties to the dispute shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
- 11.2.3.2. the parties shall have 20 Working Days from the receipt of original written submissions (or such extended period as the Expert shall allow) to respond;
- 11.2.3.3. the Expert shall disregard any representations made out of this time;
- 11.2.3.4. the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time; and
- 11.2.3.5. to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination;

- 11.2.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
 - 11.2.5. the Expert's decision shall be in writing and shall give reasons for the decision; and
 - 11.2.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 11.3. The decision of the Expert shall be binding on the parties save in the case of manifest error and/or fraud.
- 11.4. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- 11.4.1. either party may apply to the relevant body as per Clause 11.2.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 11.4.2. Clause 11.2 shall apply to the new Expert as if they were the first Expert appointed.

12. **FUTURE PERMISSIONS**

- 12.1. In the event that an application is made pursuant to Section 73 or Section 73B of the 1990 Act for an amendment to the Planning Permission and planning permission is granted by the Council in respect of that application then:
- 12.1.1. references to "Application", "Planning Permission" and "Development" in this Deed shall thereafter be deemed to include the application made pursuant to Sections 73 or 73B, the new planning permission granted pursuant to Section 73 or 73B of the 1990 Act and the development permitted by that permission respectively; and
 - 12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act unless required to do so by the Council.
- in each case **PROVIDED THAT:**
- 12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or 73B of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and
 - 12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or 73B of the 1990 Act.

- 12.2. The Council and the Owner each acknowledge that it is foreseeable that part of the Site may be developed pursuant to a New Permission and in the event that a New

Permission is granted which is materially inconsistent with the Planning Permission the parties to this Deed intend that a New Deed is entered into which (at the Council's and the Owner's respective discretion) specifies (inter alia):

- 12.2.1. which obligations contained in this Deed bind the land and development subject to the New Permission; and
- 12.2.2. which parts of the Site are intended to be developed pursuant to the New Permission and which parts are intended to be developed pursuant to the Planning Permission and on what terms; and / or
- 12.2.3. any consequential variations or modifications to this Deed;

and notwithstanding the implementation of any New Permission, any part of the Site which is not developed pursuant to a New Permission may be developed or continue to be developed pursuant to the Planning Permission in accordance with this Deed as may be varied or modified by the New Deed and subject to any contrary provision in such New Deed.

13. **DUTY TO ACT REASONABLY**

- 13.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, confirmation, notification, specification, approval or expression of satisfaction is due by one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.
- 13.2. The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval.

14. **INDEXATION**

- 14.1. The Monitoring Contributions and Construction Contributions (or for the avoidance of doubt any tranche of a Monitoring Contribution or Construction Contribution) payable to the Council shall be Index Linked.
- 14.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

15. **INTEREST ON LATE PAYMENTS**

- 15.1. Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the date due shall accrue interest at the Default Interest Rate accruing from the date such payment was due to the date of actual payment.

16. **THIRD PARTY RIGHTS**

- 16.1. No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Wider Site.

17. **NOTICES**

- 17.1. Any notice given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2. Any notice shall be deemed to have been received and served:
- 17.2.1. if delivered by hand, at the time the notice is left at the proper address (unless received after 5pm or on a non Working Day in which case it shall be deemed received and served on 9am on the next Working Day); or
 - 17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

- 18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.
- 18.2. The Owner will pay to the Council the Section 106 Monitoring Contribution as follows:
- 18.2.1. £4,500.00 (four thousand five hundred pounds) on or prior to the Commencement of Development;
 - 18.2.2. a further £4,500.00 (four thousand five hundred pounds) on or prior to each subsequent anniversary of the date of the payment under clause 18.2.1 for a period of 19 (nineteen) years; and thereafter
 - 18.2.3. a further £2,500.00 (two thousand five hundred pounds) on or prior to each subsequent anniversary of the date of the payment under clause 18.2.1 for a further period of 10 (ten) years.
- 18.3. The Council acknowledges that the Owner may at its absolute discretion pay any instalment of the Section 106 Monitoring Contribution earlier than the dates prescribed in clauses 18.2.1 to 18.2.3 above.
- 18.4. The Council covenants that it shall return to the Designated Body any part of the S106 Monitoring Contribution that is unexpended at the expiry of 30 (thirty) years from the date of Commencement of the Development.

19. **JURISDICTION**

- 19.1. This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

20. **RECEIPT OF CONTRIBUTIONS**

- 20.1. The Council shall issue separate receipts on request for any Contributions paid to it pursuant to this Deed.
- 20.2. The Council will place all sums received pursuant to this Deed in an interest bearing account (or in separate interest bearing accounts as the Council shall at its discretion decide).
- 20.3. The Council will not apply any sums received pursuant to this Deed for any purpose other than as described in this Deed.
- 20.4. The Council shall on reasonable request by the Owner provide details of the sums collected and retained pursuant to this Deed, the interest accrued, the sums expended and the purposes for which the sums have been expended.
- 20.5. The Council shall repay any Contributions or parts thereof paid to it under this Deed (plus any interest accrued) to the Designated Body if not expended within 10 years from the date of payment unless an alternative date is specified for a particular Contribution in the Schedules to this Deed.

21. **PERFORMANCE**

- 21.1. The Council shall on reasonable request by the Owner issue written confirmation that a Planning Obligation(s) has been performed.
- 21.2. In the event that the Council is satisfied that all of the Planning Obligations have been performed, the Council will thereafter cancel all relevant entries in the register of local land charges.

THE PARTIES HEREBY WITNESS that 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 - Off-Site Highway Works

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

Alternative Mitigation Payment Scheme		a scheme confirming the triggers for payment of the relevant Contribution specified in this Schedule (in lieu of the undertaking of the works specified in the relevant Condition) in tranches by reference to Occupation of Dwellings or Employment Units;
Chidswell Contributions	Lane	the Chidswell Lane Monitoring Contribution, Chidswell Lane TRO Contribution and Chidswell Lane Traffic Management Intervention Contribution;
Chidswell Junction Works	Lane	the works to Chidswell Lane, including closing-off a section of Chidswell Lane and the provision of a new site access junction, substantially in the form of those shown on drawing Ref: A13398-T-060 (Revision P04) annexed to this Deed at Appendix 6 (or such other drawing as may be approved by the Council pursuant to the Planning Permission);
Chidswell Monitoring Contribution	Lane	the sum of £10,000 (ten thousand pounds) to be paid to the Council by the Owner in accordance with paragraph 9.1 of Schedule 1 and applied by the Council towards monitoring the effectiveness of the Chidswell Lane TRO;
Chidswell Lane Traffic Management Intervention Contribution		the sum of £10,000 (ten thousand pounds) to be paid to the Council by the Owner in accordance with paragraph 9.1 of Schedule 1 and applied by the Council towards preparing any further traffic regulation orders which it deems necessary as a result of the traffic from the Development passing through the Chidswell Lane Junction Works;
Chidswell Lane TRO		a traffic regulation order to restrict left turns from the Development onto Chidswell Lane;
Chidswell Lane TRO Contribution		the sum of £3,500 (three thousand five hundred pounds) to be paid to the Council by the Owner in accordance with paragraph 9.1 of the Schedule 1 and applied by the Council towards the making of the Chidswell Lane TRO;
DoCN		a discharge of condition notice relating to a Condition;
Heybeck Lane Funds		any funds collected by the Council pursuant to the Heybeck Lane Agreement towards the Highway Improvement Works;
Highway Improvement Works		each of the M1 Improvement Works, M62 Improvement Works, Rein Road Junction Improvement Works, Shaw

	Cross Junction Improvement Works and Soothill Lane Junction Improvement Works;
M1 Contribution	the sum of £2,360,000 (two million three hundred and sixty thousand pounds) payable towards improvement works to junction 40 of the M1;
M1 Improvement Works	the works referred to in Condition 18 of the Planning Permission relating to M1 Junction 40;
M62 Contribution	the sum of £4,404,558.41 (four million four hundred and four thousand five hundred and fifty eight pounds and forty one pence) payable towards improvement works to junction 28 of the M62;
M62 Funds	the funds paid to Leeds City Council or to the Council pursuant to the M62 Obligation;
M62 Improvement Works	the works referred to in Condition 17 of the Planning Permission relating to M62 Junction 28;
M62 Obligation	the obligation contained in paragraph 4 of the First Schedule of the agreement pursuant to section 106 of the 1990 Act made between (1) Leeds City Council (2) Beterspot Limited and other parties dated 21 October 2020 in connection with application reference 17/08262/OT to make a contribution of £898,212 index linked towards works to junction 28 of the M62 or any replacement for such obligation;
Movement Equivalents	<p>a factor equivalent to the estimated weekday A.M. peak hour two-way vehicular trips generated by the Development calculated by:</p> $A + B + C$ <p>where</p> <p>A = number of dwellings within Use Class C3 Occupied / 1.345</p> <p>B = amount of floorspace (m²) first Occupied within Use Class B1(c) or Use Class B2 / 134.375</p> <p>C = amount of floorspace (m²) first Occupied within Use Class B8 / 238.942</p>
Rein Road Junction Contribution	the sum of £322,639.26 (three hundred and twenty two thousand six hundred and thirty nine pounds and twenty six pence) to be paid by the Owner to the Council as a proportionate contribution towards the costs of delivering improvements to the Rein Road Junction Improvement Works;

Rein Road Junction Improvement Works	the works to improve the junction of the A653 Dewsbury Road / Syke Road / Rein Road substantially in the form of those shown on drawing Ref: A13398-T-049 Rev A annexed to this Deed at Appendix 6 (or such other drawing as may be approved by the Council pursuant to the Planning Permission);
Shaw Cross Funds	all sums received by the Council pursuant to the Shaw Cross Obligations and which are properly held by the Council as at the date of payment to the Owner pursuant to paragraph 6 of this Schedule;
Shaw Obligations	<p>Cross the obligations contained in:</p> <p>(a) paragraph 9 of the First Schedule to the agreement pursuant to section 106 of the 1990 Act made between (1) the Council (2) BDW Trading Limited and (3) John Broadfield dated 23 June 2021 in connection with application reference 2019/92787 to make a contribution of £200,000 index linked towards the 'Shaw Cross Junction';</p> <p>(b) clause 5.5 of the agreement pursuant to section 106 of the 1990 Act made between (1) the Council (2) Allan James Davies, Andrew James Wriglesworth & Thomas Francis Fawcett as Trustees of the Savile Trust 1965 and (3) Vistry Partnerships Limited dated 20 December 2021 in connection with application reference 2021/91871 to pay £40,307 towards the 'Leeds Road A653/Challenge Way / John Ormsby VC Way junction improvement works'; and</p> <p>(c) any other agreement made under section 106 of the 1990 Act and/or section 278 of the Highways Act 1980 entered into to secure a contribution towards the Shaw Cross Junction Improvement Works;</p>
Shaw Cross Junction Contribution	the sum of £1,031,795.62 (one million thirty one thousand seven hundred and ninety five pounds and sixty two pence) to be paid by the Owner to the Council as a proportionate contribution towards the costs of delivering the Shaw Cross Junction Improvement Works;
Shaw Cross Junction Improvement Works	the works to improve the junction of Leeds Road / Challenge Way / John Ormsby VC Way substantially in the form of those shown on drawing Ref: PC2558-RHD-PD-SD-DR-D-0100 S3 Rev P01 annexed to this Deed at Appendix 6 (or such other drawing as may be approved by the Council pursuant to the Planning Permission);
Soothill Lane Junction Contribution	the sum of £358,777.58 (three hundred and fifty-eight thousand seven hundred and seventy seven pounds and fifty eight pence) to be paid by the Owner to the Council as a proportionate contribution towards the costs of

delivering the Soothill Lane Junction Improvement Works;

Soothill Junction Improvement Works Lane the works to improve the junction of Leeds Road / Heybeck Lane / Soothill Lane substantially in the form of those shown on drawing Ref: A13398-T-048 Rev B annexed to this Deed at Appendix 6 (or such other drawing as may be approved by the Council pursuant to the Planning Permission).

2. **M62 Contribution**

- 2.1. In the event that a DoCN is issued pursuant to Condition 17 confirming payment of the M62 Contribution (in lieu of the provision of the works specified in such Condition):
- 2.1.1. the Owner shall not Commence the Development until the Alternative Mitigation Payment Scheme relating to payment of the M62 Contribution has been submitted to and approved by the Council; and
- 2.1.2. the Owner shall pay the M62 Contribution in accordance with such approved Alternative Mitigation Payment Scheme.
- 2.2. In the event that paragraph 2.1 does not apply and the Owner undertakes the works referred to in Condition 17(a) as phase 1 (and not for the avoidance of doubt the works as shown on drawing A13398-T-245 rev H referred to in Condition 17(a) as phase 2):
- 2.2.1. the Council and the Owner shall cooperate and use reasonable endeavours to collect the M62 Funds;
- 2.2.2. the Council shall provide the Owner on reasonable request with details of any M62 Funds held by the Council;
- 2.2.3. the Council shall not spend the M62 Funds other than in accordance with paragraph 2.2.4; and
- 2.2.4. the Council shall pay to the Owner any M62 Funds held by the Council within 30 Working Days of confirmation from the Owner (with evidence) that it has achieved technical approval of the M62 Improvement Works.
- 2.3. In the event that any M62 Funds paid by the Council to the Owner pursuant to paragraph 2.2.4 (or any part or parts thereof) or paid by Leeds City Council have not been expended (or used to reimburse expenditure already incurred) within ten years of the date of receipt of the M62 Funds then the Owner (here being the recipient of such funds) shall repay the sum or sums not expended plus any interest accrued to the Council within 30 Working Days.
- 2.4. The Owner shall not use any M62 Funds received pursuant to paragraph 2.2.4 or otherwise for any purpose other than delivering the M62 Improvement Works.

3. **M1 Contribution**

3.1. In the event that a DoCN is issued pursuant to Condition 18 confirming payment of the M1 Contribution (in lieu of the provision of the works specified in such condition):

3.1.1. the Owner shall not Commence the Development until the Alternative Mitigation Payment Scheme relating to payment of the M1 Contribution has been submitted to and approved by the Council; and

3.1.2. the Owner shall pay the M1 Contribution in accordance with such approved Alternative Mitigation Payment Scheme.

4. **Rein Road Junction Contribution**

4.1. In the event that a DoCN is issued pursuant to Condition 21b confirming payment of the Rein Road Junction Contribution (in lieu of the provision of the works specified in such condition):

4.1.1. the Owner shall not Commence the Development until the Alternative Mitigation Payment Scheme relating to payment of the Rein Road Junction Contribution has been submitted to and approved by the Council (which shall accord with paragraph 4.2 of this Schedule); and

4.1.2. the Owner shall pay the Rein Road Junction Contribution in accordance with such approved Alternative Mitigation Payment Scheme.

4.2. Any Alternative Mitigation Payment Scheme submitted and approved in relation to the Rein Road Junction Contribution shall provide for:

4.2.1. payment of £150,000 towards the Rein Road Junction Contribution towards the design of the Rein Road Junction Improvement Works; and

4.2.2. payment of a sum less than or equal to £172,639.26 if the Council confirms (acting reasonably) within 6 months of payment being made pursuant to paragraph 4.2.1 that the Rein Road Junction Improvement Works include a replacement traffic signal controller provided that:

4.2.2.1. the Council shall provide evidence of the need for the replacement traffic signal controller and its anticipated cost; and

4.2.2.2. the sum payable pursuant to paragraph 4.2.2 shall not exceed such anticipated cost specified in paragraph 4.2.2.

5. **Soothill Lane Junction Contribution**

5.1. In the event that a DoCN is issued pursuant to Condition 20a confirming payment of the Soothill Lane Junction Contribution (in lieu of the provision of the works specified in such condition):

5.1.1. the Owner shall not Commence the Development until the Alternative Mitigation Payment Scheme relating to payment of the Soothill Lane Junction Contribution has been submitted to and approved by the Council; and

5.1.2. the Owner shall pay the Soothill Lane Junction Contribution in accordance with such approved Alternative Mitigation Payment Scheme.

6. **Shaw Cross Junction Improvements**

6.1. In the event that a DoCN is issued pursuant to Condition 19 confirming payment of the Shaw Cross Junction Contribution (in lieu of the provision of the works specified in such condition):

6.1.1. the Owner shall not permit Occupation of Development generating in excess of 427 Movement Equivalents until the Alternative Mitigation Payment Scheme relating to payment of the Shaw Cross Junction Contribution has been submitted to and approved by the Council; and

6.1.2. the Owner shall pay the Shaw Cross Junction Contribution in accordance with such approved Alternative Mitigation Payment Scheme.

6.2. The Council shall:

6.2.1. use reasonable endeavours to enforce the Shaw Cross Obligations when they fall due so as to collect the monies payable pursuant to the Shaw Cross Obligations;

6.2.2. provide the Owner on reasonable request with details of any Shaw Cross Funds held by the Council

6.2.3. not spend the Shaw Cross Funds other than in accordance with paragraph 6.2.4; and

6.2.4. pay to the Owner any Shaw Cross Funds held by the Council within 30 Working Days of confirmation from the Owner (with evidence) that it has achieved technical approval by the Council (in its capacity as highway authority) to the Shaw Cross Junction Improvement Works

PROVIDED THAT the obligation upon the Owner to comply with Condition 18 shall not be contingent upon receipt of any Shaw Cross Funds pursuant to this paragraph 6.2.

6.3. In the event that any Shaw Cross Funds paid by the Council to the Owner pursuant to paragraph 6.2.4 (or any part or parts thereof) have not been expended (or used to reimburse expenditure already incurred) within ten years of the date of receipt of the Shaw Cross Funds then the Owner (here being the recipient of such funds) shall repay the sum or sums not expended plus any interest accrued to the Council within 30 Working Days.

6.4. The Owner shall not use any Shaw Cross Funds received pursuant to paragraph 6.2.4 below for any purpose other than delivering the Shaw Cross Junction Improvement Works.

7. **Alternative Traffic Mitigation Scheme**

7.1. For the avoidance of doubt, if it is approved pursuant to Conditions 17, 18, 19, 20 or 21 that the relevant payment shall be made pursuant to this Schedule instead of the provision of the relevant Highway Improvement Works specified in the relevant Condition, the obligation to provide the relevant Highway Improvement Works

specified in that Condition shall not apply and the relevant Condition shall no longer be enforceable.

8. **Heybeck Lane Agreement**

8.1. In respect of each and any of the Highway Improvement Works then unless an Alternative Mitigation Payment Scheme is approved in relation to the relevant Highway Improvement Works the Council shall:

- 8.1.1. use reasonable endeavours to enforce the obligations contained in the Heybeck Lane Agreement to make financial contributions towards each and any of the Highway Improvement Works when they fall due so as to collect the monies payable pursuant to the Highway Improvement Works;
- 8.1.2. provide the Owner on reasonable request with details of any Heybeck Lane Funds held by the Council
- 8.1.3. not spend the Heybeck Lane Funds other than in accordance with paragraph 8.1.4; and
- 8.1.4. pay to the Owner any Heybeck Lane Funds attributable to Highway Improvement Works held by the Council within 30 Working Days of confirmation from the Owner (with evidence) that it has achieved technical approval by the Council (in its capacity as highway authority) to the relevant Highway Improvement Works

PROVIDED THAT the obligation upon the Owner to comply with the Conditions relating to the Highway Improvement Works shall not be contingent upon receipt of any such Heybeck Lane Funds pursuant to paragraph 8.1.4.

8.2. In the event that any Heybeck Lane Funds paid by the Council to the Owner pursuant to paragraph 8.1.4 (or any part or parts thereof) have not been expended (or used to reimburse expenditure already incurred) within ten years of the date of receipt of the Heybeck Lane Funds then the Owner (here being the recipient of such funds) shall repay the sum or sums not expended plus any interest accrued to the Council within 30 Working Days.

8.3. The Owner shall not use any Heybeck Lane Funds received pursuant to paragraph 8.1.4 for any purpose other than delivering the relevant Highway Improvement Works to which the relevant Heybeck Lane Funds are attributable.

8.4. In the event that any planning application is submitted for development that should reasonably contribute to the Highway Improvement Works, the Council shall use reasonable endeavours to secure proportionate contributions towards the Highway Improvement Works in the planning obligations connected to such planning application and, if it does so, the obligations in paragraphs 8.1 to 8.3 shall apply as if the expression "Heybeck Lane Agreement" includes any such planning obligations and the expression "Heybeck Lane Funds" includes any monies collected pursuant to those planning obligations towards the Highway Improvement Works.

9. **Chidswell Lane Monitoring Contribution**

9.1. Within 30 Working Days from the opening to traffic following completion of the Chidswell Lane Junction Works the Owner shall pay to the Council:

Commented [TH1]: CRS: We assume the junctions could be open in advance of the works as defined given these are improvement works,

9.1.1. the Chidswell Lane Monitoring Contribution;

9.1.2. the Chidswell Lane TRO Contribution; and

9.1.3. the Chidswell Lane Traffic Management Intervention Contribution

9.2. As soon as practicable following receipt of the payments referred to in paragraph 9.1, the Council shall take reasonable steps to make and implement the Chidswell Lane TRO.

9.3. The Council shall commence the monitoring of the effectiveness of the Chidswell Lane TRO upon receipt of complaints relating to its operation.

10. **Council Covenants**

10.1. The Council covenants that if any of the Chidswell Lane Contributions or part thereof have not been expended on the earlier of:

10.1.1. such date as is 20 years from the date of payment; and

10.1.2. such date as the Council (acting reasonably) confirms (following a request by the Owner) that no additional traffic regulation orders are necessary as a result of the traffic from the Development passing through the Chidswell Lane Junction Works

then the Council shall within 20 Working Days repay the unspent balance to the payer (or its nominee) together with any interest accrued thereon from the date of payment by the Owner to the Council to the date of repayment by the Council to the Owner.

Schedule 2 – Sustainable Transport

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

Bus Route Contribution	a sum of £952,000.00 (nine hundred and fifty two thousand pounds) to be paid to the Council by the Owner as a contribution towards the cost of pump-priming a Dewsbury-Leeds bus route via the Spine Road;
Bus Stop Infrastructure Audit	an audit undertaken of the works required to upgrade the bus infrastructure to serve the Development by Pell Frischmann dated 24 January 2024 and attached to this Deed at Appendix 5;
Bus Stop Infrastructure Contribution	a sum of £243,000 (two hundred and forty three thousand pounds) to be paid to the Council by the Owner as a contribution towards the cost of improving bus stops in accordance with the Bus Stop Infrastructure Audit;
Framework Travel Plan	a site-wide framework travel plan to promote the use of sustainable modes of transport by occupants of the Development and any subsequent Framework Travel Plan that may be agreed with the Council;
Framework Travel Plan Coordinator	a person(s) to be appointed by the Owner for a minimum period of thirty (30) years who shall coordinate the implementation of, and compliance with, the Framework Travel Plan and who shall be responsible for liaising with the Travel Plan Officer
Framework Travel Plan Monitoring Fee	a sum of £5,000.00 (five thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of monitoring compliance with the Framework Travel Plan;
Phase Travel Plan	a travel plan specific to a Phase (or Phases as the case may be) to promote the use of sustainable modes of transport by occupants of that Phase of the Development and any subsequent Phase Travel Plan that may be agreed with the Council;
Phase Travel Plan Monitoring Fee	a sum of £3,000.00 (three thousand pounds) to be paid by the Owner to the Council as a contribution towards the cost of monitoring compliance with the Phase Travel Plan;
Spine Road	the road to be constructed through the Site connecting Leeds Road and Chidswell Lane via the corridor shown in blue on the approved Parameter Plan – Access drawing 00-205 rev E attached to this Deed at Appendix 6;

Travel Plan Officer a person to be appointed by the Council (and notified to the Owner in writing) who shall be responsible for monitoring and reviewing the Owner's compliance with the Framework Travel Plan or Phase Travel Plan.

2. **Framework Travel Plan**

- 2.1. At least three months prior to the intended date of first Occupation of the Development, the Owner shall submit for approval in writing to the Council the Framework Travel Plan which shall include the details and confirmation of the appointment by the Owner of a Framework Travel Plan Coordinator.
- 2.2. The Owner shall not Occupy the Development unless and until the Council has approved in writing the Framework Travel Plan.
- 2.3. From such date as is two weeks prior to the intended date of first Occupation of the Development the Owner shall observe and perform the requirements of the approved Framework Travel Plan and will thereafter continue to observe and perform such requirements unless otherwise agreed in writing by the Council.
- 2.4. Any changes to the Framework Travel Plan must be submitted to the Travel Plan Officer for its written approval.

3. **Phase Travel Plan**

- 3.1. The Owner shall only be liable for the obligations contained in this paragraph 3 so far as it has an interest in the relevant Residential Phase or Phase containing an Employment Unit to which a Phase Travel Plan relates.
- 3.2. At least three months prior to the intended date of first Occupation of a Residential Phase or a Phase containing an Employment Unit the Owner shall submit for approval in writing to the Council a Phase Travel Plan.
- 3.3. The Owner shall not Occupy the relevant Residential Phase or Phase unless and until the Council has approved in writing a Phase Travel Plan for that Residential Phase or Phase.
- 3.4. From such date as is two weeks prior to the intended date of first Occupation of the Residential Phase or a Phase the Owner shall observe and perform the requirements of the approved Phase Travel Plan and will thereafter continue to observe and perform such requirements unless otherwise agreed in writing by the Council.
- 3.5. Any changes to a Phase Travel Plan must be submitted to the Travel Plan Officer for its written approval.

4. **Bus Route Contribution**

- 4.1. The Owner shall not Occupy more than 1,000 (one thousand) Dwellings until it has paid to the Council £600,000 (six hundred thousand pounds) (being 60% (sixty percent) of the Bus Route Contribution).
- 4.2. The Owner shall pay to the Council:

- 4.2.1. on the first anniversary of the date of the payment pursuant to paragraph 4.1, £264,000 (two hundred and sixty four thousand pounds) (being equivalent to 30% (thirty percent) of the Bus Route Contribution); and
- 4.2.2. on the second anniversary of the date of the payment pursuant to paragraph 4.1, £88,000 (eighty eight thousand pounds) (being the remaining 10% (ten percent) of the Bus Route Contribution).

5. **Bus Stop Infrastructure Contribution**

5.1. The Owner shall pay to the Council:

- 5.1.1. prior to the first Occupation of any Employment Unit, £94,000 (ninety four thousand pounds) towards the Bus Stop Infrastructure Contribution;
- 5.1.2. prior to the Occupation of the 200th Dwelling, £48,000 (forty eight thousand pounds) towards the Bus Stop Infrastructure Contribution;
- 5.1.3. prior to the Occupation of the 400th Dwelling, £48,000 (forty eight thousand pounds) towards the Bus Stop Infrastructure Contribution; and
- 5.1.4. prior to the Occupation of the 600th Dwelling, £53,000 (fifty three thousand pounds) towards the Bus Stop Infrastructure Contribution.

6. **Framework Travel Plan Monitoring Fee**

6.1. The Owner shall not Occupy any part of the Development until it has paid the Framework Travel Plan Monitoring Fee to the Council.

7. **Phase Travel Plan Monitoring Fee**

7.1. The Owner shall not Occupy any Residential Phase or Phase containing an Employment Unit until it has paid the applicable Phase Travel Plan Monitoring Fee to the Council.

Schedule 3 – Education

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

Interim Primary School Contribution	a sum of £700,000.00 (seven hundred thousand pounds) to be paid by the Owner to the Council to be used as a contribution towards the provision of primary education places to serve the Development;
Nominee	an appropriate and responsible person nominated by the Council to manage and run the Primary School;
Primary School	a two form entry primary school to be delivered on the Primary School Land;
Primary School Delivery Programme	a programme for delivery of the Primary School as part of the Development and which shall ensure that the Primary School is capable of being delivered prior to the Occupation of the 700 th Dwelling;
Primary School Land	the land on which the Primary School is to be constructed in the location shown indicatively shaded orange on the plan attached at Appendix 7 (or other location approved in writing by the Council following a request by the Owner) and being approximately 2 hectares;
Primary School Management	the management of the Primary School to include management and maintenance responsibilities of the Primary School and Primary School Land, responsibility for staffing the Primary School, responsibility for pupil enrolment and entry, and any other roles and duties commensurate with managing a Primary School;
Primary School Transfer	a transfer of the Primary School and the Primary School Land in accordance with the following: <ul style="list-style-type: none">(a) the consideration shall be £1.00 (one pound);(b) with vacant possession and free from encumbrances save those matters on title or revealed by usual pre-completion searches;(c) containing a restrictive covenant not to use the Primary School Land other than for primary education and ancillary community purposes;

- (d) containing a covenant not to dispose of the Primary School Land without obtaining the prior consent of the Designated Body and without ensuring that the disponee first covenants directly with the Designated Body to comply with the covenants on the part of the transferee in the transfer and to offer the Primary School Land to the Designated Body for £1 if it is no longer required for the purposes of primary education (to be protected by a restriction on title and deed of covenant regime);
- (e) containing such rights to use estates roads (pending their adoption) serving the Primary School Land as may be reasonably necessary to facilitate development and use of the Primary School on the Primary School Land;
- (f) containing such rights to connect to services as may be reasonably necessary to facilitate use of the Primary School on the Primary School Land;
- (g) preventing the transferee from doing any works that are inconsistent with the Planning Permission (or successor permissions for the Development) or could render completion of the Development pursuant to any such permission unlawful;
- (h) containing a restrictive covenant not to use the Primary School Land or any part of it for any activity which is or may be dangerous offensive noxious noisome illegal or immoral or for any other use which is or may become a nuisance to the transferor or to the owner or occupier of any adjoining or neighbouring property or for the sale of goods on a wholesale basis; and
- (i) containing an indemnity in favour of the Designated Body against any claim, cost, demand, expense, proceedings or any other form of liability arising from any breach or non-performance or non-observance of any of the covenants on the part of the transferee in the transfer;

**Secondary
Contribution**

School a sum of £2,257,029.00 (two million two hundred and fifty seven thousand and twenty nine pounds) to be paid by the Owner to the Council to be used as a contribution towards the provision of

secondary school places to serve the Development.

2. **Interim Primary School Contribution**

- 2.1. The Owner shall not permit the Occupation of any Dwelling until 50% of the Interim Primary School Contribution has been paid to the Council.
- 2.2. The Owner shall not permit Occupation of more than 119 Dwellings until the remaining 50% of the Interim Primary School Contribution has been paid to the Council.

3. **Primary School Delivery**

- 3.1. The Owner shall submit a Reserved Matters Application to the Council in respect of the delivery of the Primary School upon the Primary School Land at any time prior to but no later than such date as is 24 months following the Occupation of the 200th Dwelling such Reserved Matters Application to comprise a detailed design for the development of the Primary School.
- 3.2. At the same time as the Reserved Matters Application is submitted to the Council in accordance with paragraph 3.1 the Owner shall submit a draft Primary School Delivery Programme to the Council for approval and the Owner shall not Commence Development of the Primary School unless and until the Council has approved the Primary School Delivery Programme (provided that the Primary School Delivery Programme shall not require delivery of the Primary School earlier than Occupation of the 700th Dwelling).
- 3.3. The Owner shall deliver the Primary School in accordance with the applicable Reserved Matters Approval and the approved Primary School Delivery Programme.
- 3.4. The Owner shall not permit the Occupation of more than 700 Dwellings until the Primary School is Practically Complete.
- 3.5. As soon as reasonably practicable following Practical Completion of the Primary School, the Owner shall duly execute the Primary School Transfer and release it for completion to the Council (or any Nominee of which notice has been served by the Council to the Owner prior to the Occupation of the 650th Dwelling).
- 3.6. The Council shall complete (or procure that its Nominee completes) the Primary School Transfer within 20 Working Days of its receipt pursuant to paragraph 3.5 above.
- 3.7. The Council and Owner each agree and acknowledge that the Primary School Land shall be accessible directly from the public highway and shall each use reasonable endeavours to agree and enter into any agreements pursuant to the Highways Act 1980 reasonably necessary to achieve such access prior to or the date of completion of the Primary School Transfer to paragraph 3.6 above.
- 3.8. From the date of completion of the Primary School Transfer the Council shall assume responsibility for the Primary School Management **PROVIDED ALWAYS** that the Council may at its absolute discretion transfer responsibility (or part thereof) for the Primary School Management to the Nominee or other suitable third party.

4. **Secondary School Contribution**

- 4.1. The Owner shall not Occupy more than 677 Dwellings until the Owner has paid to the Council 25% (twenty five percent) of the Secondary School Contribution.
- 4.2. The Owner shall not Occupy more than 836 Dwellings until the Owner has paid to the Council a further 25% (twenty five percent) of the Secondary School Contribution.
- 4.3. The Owner shall not Occupy more than 1,035 Dwellings until the Owner has paid to the Council a further 25% (twenty five percent) of the Secondary School Contribution.
- 4.4. The Owner shall not Occupy more than 1,251 Dwellings until the Owner has paid to the Council the remaining 25% (twenty five percent) of the Secondary School Contribution.

DRAFT

Schedule 4 – Public Open Space, Sports & Recreation & Estate Management

1. Definitions

1.1. In this Schedule 4 the following terms have the following meaning:

Ancient Woodlands the ancient woodlands known as Dogloitch Wood and Dum Wood shown edged green on the plan titled “Offsite BNG Area Plan” attached to this Deed at Appendix 3;

Ancient Woodlands Buffers the buffers to the Ancient Woodlands shown hatched green on the plan titled “Offsite BNG Area Plan” attached to this Deed at Appendix 3;

Ancient Woodlands Management Plan a plan detailing arrangements for the management of controlled public access to the Ancient Woodlands and Ancient Woodlands Buffers including (but not limited to) details of the following (for the avoidance of doubt (d) and (e) do not apply to the Ancient Woodlands Buffers):

- (a) the management and maintenance responsibilities of the Ancient Woodlands and Ancient Woodlands Buffers;
- (b) any areas where public access will not be permitted;
- (c) details of the Ancient Woodlands Permissive Works;
- (d) the means by which information relating to the Ancient Woodlands (and their protection) would be disseminated to residents of the Development; and
- (e) arrangements for the monitoring of impacts of public access upon the Ancient Woodlands together with a mechanism for agreeing and implementing remedial measures as required;

Ancient Woodlands Permissive Works improvement works within the Ancient Woodlands and the Ancient Woodlands Buffers to be approved as part of the Ancient Woodlands Management Plan and which shall include:

- (a) the provision, surfacing and other treatments of permissive routes through and within the Ancient Woodlands and Ancient Woodlands Buffers; and
- (b) associated signage, fencing, interpretation, and dog waste bins;

Construction (Environmental) Management Plan	the construction management plan approved under Condition 6;
Drainage Connection Agreement	an agreement between the Owner and the MXS5 Owner permitting the runoff from the development of MXS5 (attenuated to appropriate greenfield runoff rates) to connect into the SuDS for the Development;
Estate Management Strategy	<p>a scheme setting out the high level principles for the management, maintenance and funding of the Public Open Space across the Site such scheme to include details of:</p> <ul style="list-style-type: none"> (a) whether there will be a single POS Management Company or multiple POS Management Companies; (b) (if there will be multiple POS Management Companies) high level principles of the mechanism for dividing responsibility for the Public Open Space across the Development between those POS Management Companies; (c) any alternative arrangements for management of the Public Open Space;
Estate Roads	any road within a Phase excluding roads agreed by the Council not to be dedicated as public highway;
MXS5	the land shown shaded purple on the plan attached to this Deed at Appendix 8 being land at Lees House Farm, Leeds Road, Dewsbury and which is allocated in the Council's Local Plan for mixed use development with an indicative capacity of 38 dwellings and 3,816 sqm of employment use;
MXS5 Notice	a written notice from the Owner to the MXS5 Owner offering to enter into negotiations for the completion of a Drainage Connection Agreement;
MXS5 Owner	the freehold owner from time to time of MXS5;
Off Site POS Contribution	a sum to be determined by the approved Off Site POS Contribution Calculation and to be paid by the Owner to the Council as a contribution towards the costs of providing off-site public open space (which may include sports and recreation and play spaces) in the vicinity of the Development;
Off Site POS Contribution Calculation	the calculation to determine the Off Site POS Contribution to be made in accordance with the Open

	Space SPD and based on the details approved pursuant to paragraph 2.1 of this Schedule 4;
Open Space SPD	the Council's supplementary planning document entitled "Open Space Supplementary Planning Document" adopted June 2021;
Public Open Space	those parts of the Site and/or a Phase (as applicable) which are to be made available for recreation by the general public;
POS Management Company	<p>a limited company or companies registered at Companies House (including a residents management company) or (at the discretion of the Owner but subject to the approval of the Council) an alternative body such as a charity or trust which (in either case) may already be in existence or may be formed by the Owner for the purposes of the management and maintenance of the Public Open Space and/or the Ancient Woodlands and/or the Ancient Woodlands Buffers in accordance with this Schedule 4 and:</p> <ul style="list-style-type: none"> (a) which is/are incorporated in England and Wales; and (b) which has/have its/their registered office in England, and Wales; and (c) whose primary objects permit it/them to maintain and renew the Public Open Space and/or the Ancient Woodlands and/or the Ancient Woodlands Buffers;
Public Open Space Management Scheme	<p>a scheme for the maintenance and management of the Public Open Space (including any play features and/or street furniture within the Public Open Space) and the Residual Land within a Phase such scheme to include details (to the extent relevant) of:</p> <ul style="list-style-type: none"> (a) the ongoing maintenance regime including management objectives, maintenance operations, and the timing and frequency of such operations; (b) the identity of any POS Management Company proposed to be responsible for the ongoing management and maintenance of the Public Open Space and Residual Land (which shall accord with the approved Estate Management Strategy) and details of the structure and voting rights of the POS Management Company (where relevant); (c) the arrangements and timing for the transfer of the responsibility for the management and maintenance of Public Open Space and Residual

	Land from the Owner to the POS Management Company which may include a transfer, lease or other arrangement;
	(d) the funding arrangements for the management and maintenance of the Public Open Space and Residual Land; and
	(e) a commitment to the management of the SuDS (where applicable) in accordance with the SuDS Maintenance and Management Plan approved under paragraph 3 of Schedule 8;
Public Open Space Scheme	in relation to a Phase a scheme prepared by the Owner detailing: <ul style="list-style-type: none"> (a) the location of the Public Open Space to be provided within that Phase; (b) the details of the Public Open Space Works; and; (c) the timetable for the delivery of the Public Open Space Works relative to the Occupation of the Dwellings / Employment Units within that Phase;
Public Open Space Works	the works for the laying out and landscaping of the Public Open Space within a Phase;
Residual Land	those parts of the Phase which following completion of that Phase: <ul style="list-style-type: none"> (a) are not buildings (including common parts) or land associated with such buildings, or other land retained for private purposes or transferred to third parties; (b) have not been (and are not intended to be) adopted or otherwise owned or maintained by a Statutory Undertaker or public authority; and (c) does not form part of the Public Open Space and which shall include any roads and SuDS unless and until adopted;
SuDS	has the same meaning ascribed by Schedule 8; and
Way	a highway, footpath, bridleway or other way within the Development.

2. **Estate Management Strategies**

- 2.1. The Owner shall submit each of:
 - 2.1.1. the Offsite POS Contribution Calculation;
 - 2.1.2. the Estate Management Strategy; and
 - 2.1.3. the Ancient Woodlands Management Planto the Council for its approval before or alongside the submission of the first Reserved Matters Application.
- 2.2. The Owner shall not Occupy any Dwellings or any Employment Units until the Offsite POS Contribution Calculation, the Estate Management Strategy and the Ancient Woodlands Management Plan have each been approved by the Council.
3. **Phased Public Open Space**
 - 3.1. The Owner shall submit a Public Open Space Scheme and a Public Open Space Management Scheme for each respective Phase of the Development to the Council for its written approval before or alongside the submission of the Reserved Matters Application for that Phase.
 - 3.2. The Owner shall not Commence Development of a Phase unless and until the Council has approved the Public Open Space Scheme for that Phase.
 - 3.3. The Owner shall not Commence Construction on a Phase unless and until the Council has approved the Public Open Space Management Scheme for that Phase.
4. **Public Open Space Works**
 - 4.1. The Owner shall provide the Public Open Space Works in each Phase (as applicable) in accordance with the details and timescales in the approved Public Open Space Scheme and shall notify the Council in writing when such works have been completed.
 - 4.2. The Owner shall ensure that the Public Open Space Works are carried out in a proper and workmanlike manner with sound and good quality planting and materials in accordance with good horticultural and ecological practice to adoptable standards and to the reasonable satisfaction of the Council.
 - 4.3. Within 1 (one) month of the Council receiving the notice pursuant to paragraph 4.1 (or paragraph 4.4.2 as the case may be) of this Schedule the Council shall inspect the Public Open Space Works and if those Public Open Space Works have been carried out to its reasonable satisfaction the Council shall confirm as such in writing to the Owner within two weeks of inspection.
 - 4.4. If following the inspection pursuant to paragraph 4.3 of this Schedule the Council considers (acting reasonably) the Public Open Space Works as carried out by the Owner are not to its satisfaction:
 - 4.4.1. it shall notify the Owner within two weeks of the inspection specifying the measures necessary to complete the Public Open Space Works to its reasonable satisfaction; and

- 4.4.2. the Owner shall as soon as reasonably practicable carry out those works and notify the Council (and the procedure in paragraphs 4.3 and 4.4 shall be repeated as often as is necessary until such time as the Council confirms completion of those works to its reasonable satisfaction).
- 4.5. Following written confirmation by the Council of the completion of the Public Open Space Works to its reasonable satisfaction pursuant to paragraphs 4.3 and 4.4 of this Schedule the Owner will thereafter maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme until such time as the Public Open Space has been transferred or leased to a POS Management Company.
5. **Transfer of the Public Open Space to a POS Management Company**
- 5.1. No part of the Public Open Space shall be transferred or leased to any POS Management Company other than in accordance with an approved Public Open Space Management Scheme.
- 5.2. The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any material maintenance or management works in respect of the Public Open Space.
- 5.3. Within 6 months (or within such other period of time that may be agreed in writing by the Council or set out in an approved Public Open Space Management Scheme) of receipt of written approval by the Council of the satisfactory completion of the Public Open Space Works pursuant to paragraph 4 of this Schedule the Owner shall put into place the arrangements for the transfer of the responsibility for the management and maintenance of the Public Open Space and Residual Land to the POS Management Company in accordance with the approved Public Open Space Management Scheme.
- 5.4. Any transfer or lease entered into pursuant to paragraph 5.1 shall contain covenants so as to bind the Public Open Space into whomsoever hands the same may be transferred or leased:
- 5.4.1. to maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme;
- 5.4.2. not to permit it to be used for anything other than open space; and
- 5.4.3. to allow the public reasonable access to the relevant Public Open Space, subject only to paragraph 8 of this Schedule.
- 5.5. Responsibility for the Public Open Space shall not at any time be transferred to an alternative POS Management Company unless the Council has been given a minimum of one month's written notice that such a transfer is to take place and has issued its approval in writing.
- 5.6. On transfer or lease of the Public Open Space (or other transfer of responsibility) to a POS Management Company such POS Management Company shall thereafter maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme.

6. **Ancient Woodlands**

- 6.1. Paragraphs 6.2 to 6.4 (inclusive) below shall apply save to the extent that any of the Ancient Woodlands Permissive Works have been completed to the Council's satisfaction pursuant to the requirements of paragraph 6 of Schedule 3 of the Heybeck Lane Agreement and in such case the relevant obligations shall be deemed to have been complied with for the purposes of this Deed.
- 6.2. The Owner shall not Occupy the Development until the Ancient Woodlands Permissive Works have been completed to the Council's satisfaction and shall notify the Council in writing when such works have been completed.
- 6.3. Within 1 (one) month of the Council receiving the notice pursuant to paragraph 6.2 (or paragraph 6.4.2 as the case may be) of this Schedule the Council shall inspect the Ancient Woodlands and Ancient Woodlands Buffers and if any works undertaken pursuant to the Ancient Woodlands Management Plan have been carried out to its reasonable satisfaction the Council shall confirm as such in writing to the Owner within two weeks of inspection.
- 6.4. If following the inspection pursuant to paragraph 6.3 of this Schedule the Council consider (acting reasonably) any works undertaken pursuant to the Ancient Woodlands Management Plan as carried out by the Owner are not to its satisfaction:
- 6.4.1. it shall notify the Owner within two weeks of the inspection specifying the measures necessary to complete the works pursuant to the Ancient Woodlands Management Plan to its reasonable satisfaction; and
- 6.4.2. the Owner shall as soon as reasonably practicable carry out those works and notify the Council (and the procedure in paragraphs 6.3 and 6.4 shall be repeated as often as is necessary until such time as the Council confirms completion of those works to its reasonable satisfaction).
- 6.5. From the date of the first Occupation of the Development the Owner shall manage and maintain the Ancient Woodlands and Ancient Woodlands Buffers in accordance with the approved Ancient Woodlands Management Plan for the lifetime of the Development.

7. **Compliance**

- 7.1. The Council may enter the Public Open Space, Residual Land and/or the Ancient Woodlands and/or the Ancient Woodlands Buffers at all reasonable times and on reasonable notice in order to monitor compliance with the Public Open Space Management Scheme and/or the Ancient Woodlands Management Plan (as applicable).
- 7.2. In the event that the Council considers that the requirements of the Public Open Space Management Scheme or the Ancient Woodland Management Plan (as applicable) are not being complied with then the Council may serve a notice on the Owner (being the owner of the relevant Public Open Space or Residual Land or Ancient Woodlands or Ancient Woodlands Buffers from time to time and which may include a POS Management Company) requiring such Owner to undertake reasonable remedial steps as may be specified in the notice.

7.3. The Owner (being the owner of the relevant Public Open Space, Residual Land or Ancient Woodlands or Ancient Woodlands Buffers from time to time and which may include a POS Management Company) shall comply with the terms of any notice served pursuant to paragraph 7.2 above within 28 days of the date of service by the Council of such notice (or such longer period as may be agreed in writing with the Council).

8. **Public Access**

8.1. The Owner (being the owner of the Public Open Space and/or the Ancient Woodlands and/or the Ancient Woodlands Buffers as appropriate from time to time and which may include a POS Management Company) shall allow public access to the Public Open Space, the Ancient Woodlands Buffers and the Ancient Woodlands (once required to do so by this Schedule) **SUBJECT ALWAYS** to the following provisions:

8.1.1. access to the Public Open Space and the Ancient Woodlands and the Ancient Woodlands Buffers may be subject to such requirements and regulations as may from time to time be imposed by the relevant Owner or POS Management Company (as applicable) having regard to overriding reasons of safety, security and prudent estate management (including any reasonable requirement to keep access to specified Ways) **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior approval (whether pursuant to this Deed or the Heybeck Lane Agreement);

8.1.2. the relevant Owner or POS Management Company (as appropriate) may close the Public Open Space or the Ancient Woodlands or the Ancient Woodlands Buffers or any part thereof for reasonable periods by reason of:

8.1.2.1. emergency;

8.1.2.2. cleansing, maintenance and repair;

8.1.2.3. at the direction of the emergency services or other lawful authority;

8.1.2.4. construction activities whilst the Development is being carried out or maintained; and

8.1.2.5. other purposes reasonably required by the relevant Owner or POS Management Company (as appropriate);

8.1.3. the relevant Owner or POS Management Company (as appropriate) may erect notices on the Public Open Space and the Ancient Woodlands and the Ancient Woodlands Buffers and access to the Public Open Space and the Ancient Woodlands and the Ancient Woodlands Buffers may be denied by the relevant Owner or POS Management Company (as appropriate) for one day each year in order to prevent public rights of way or common rights coming into being.

9. **Off Site POS Contribution**

9.1. The Owner shall not Occupy more than 517 (five hundred and seventeen) Dwellings on the Site until 25% of the Off Site POS Contribution has been paid to the Council.

- 9.2. The Owner shall not Occupy more than 794 (seven hundred and ninety four) Dwellings on the Site until a further 25% of the Off Site POS Contribution has been paid to the Council.
- 9.3. The Owner shall not Occupy more than 1,112 (one thousand one hundred and twelve) Dwellings on the Site until a further 25% of the Off Site POS Contribution has been paid to the Council.
- 9.4. The Owner shall not Occupy more than 1,300 (one thousand three hundred) Dwellings on the Site until the final 25% of the Off Site POS Contribution has been paid to the Council.
10. **Development and Wider Development Masterplanning**
- 10.1. In the event that a Reserved Matters Approval requires a Way to be constructed to the boundary of a Phase or of the Site so as to connect into another Phase or to adjacent land the Owner shall (unless the Council agrees in writing to the contrary):
- 10.1.1. Construct that Way to the boundary of the Phase or of the Site;
- 10.1.2. Following opening for use of the Way, allow free vehicular, cycle and/or pedestrian access (but only as applicable to that Way) over that Way to and from the adjacent Phase or land; and
- 10.1.3. Not create or allow any ransom scenario to come into being
- PROVIDED THAT** this paragraph 10.1 shall not prevent the Owner from imposing reasonable requirements on any person seeking to connect into and / or use any such Way and their successors in title including a reasonable contribution as to the maintenance of the Way (prior to adoption).
- 10.2. The Owner shall offer to enter into an agreement under Section 38 Highways Act 1980 (and / or other appropriate powers) to dedicate any Estate Road within a Residential Phase (to the boundary of the adjacent Phase or adjacent land where paragraph 10.1 applies) as public highway on terms whereby it will be adopted by the Council (in its capacity as local highway authority) as maintainable at public expense.
- 10.3. In submitting any Construction (Environmental) Management Plan and/or an application for a Reserved Matters Approval the Owner shall ensure that appropriate construction access to all future Phases of the Development can be accommodated whether through public highway, Estate Roads or alternative accesses.
- 10.4. The Owner of any Phase shall not prevent connection to the SuDS by the Development of any other Phase where the relevant SuDS has been designed to accommodate drainage from that other Phase of the Development provided that this paragraph shall not prevent the Owner from imposing reasonable requirements on any person seeking to connect into and/ or use any such SuDS and their successors in title including a reasonable contribution as to the maintenance of the SuDS (prior to adoption).
- 10.5. The Owner shall not submit an application for approval of the site-wide foul and surface water and land drainage strategy pursuant to Condition 34a until it has served an MXS5 Notice on the MXS5 Owner and:

- 10.5.1. In the event that the MXS5 Owner confirms that it intends to enter into negotiations to complete a Drainage Connection Agreement the Owner shall use reasonable endeavours to agree and enter into such Drainage Connection Agreement on terms to be agreed between the Owner and MXS5 Owner **PROVIDED THAT** the Owner shall not charge a premium by way of consideration for the drainage connection (but for the avoidance of doubt the Owner may require the MXS5 Owner to pay a proportionate contribution to the costs of providing the SUDS and their future maintenance); and
- 10.5.2. The obligations in this paragraph shall cease to apply 12 months after service of the MXS5 Notice.

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Schedule 5– Affordable Housing

Part 1 (Definitions)

1. Definitions

1.1. In this Schedule 5 the following terms have the following meaning:

Additional First Homes Contribution (in circumstances where a sale of a First Homes Unit other than as a First Home has taken place in accordance with paragraphs 3.8 or 3.9 of Part 3 of this Schedule) the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee of the relevant First Homes Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Home Owner to the First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Home Owner in connection with the sale of the First Homes Unit

and which for the avoidance of doubt shall in each case be paid to the Council following the deduction of any SDLT payable by the First Home Owner as a result of the disposal of the First Homes Unit other than as a First Home;

Administration Charge one percent (1%) of the applicable Affordable Housing Contribution to be paid by the Owner to the Council as a contribution towards the reasonable and proper costs incurred by the Council in consideration of the following:

- (a) the calculation of the Affordable Housing Contribution;
- (b) the consideration of the evidence supplied by the Owner pursuant to paragraphs 4.2 – 4.6 of Part 2 of this Schedule 5;
- (c) the receipt and administration of the Affordable Housing Contribution itself; and
- (d) the provision of any confirmation or certification that the Owner is entitled to dispose of the relevant Affordable Housing Unit pursuant to paragraphs 4.6.2 of Part 2 of this Schedule 5

PROVIDED THAT the Administration Charge in respect of any request by the Owner pursuant to paragraph 4.4.2.2 or 4.5 of Part 2 of this Schedule shall not exceed the sum below as applicable to the relevant number of Affordable Housing Units:

- (i) 1 to 5 Affordable Housing Units - £2,000;
- (ii) 6 to 10 Affordable Housing Units - £3,500
- (iii) 11 to 25 Affordable Housing Units - £5,000
- (iv) 26 to 50 Affordable Housing Units - £7,000; and
- (v) 51 or more Affordable Housing Units - £10,000;

Affordable Housing	housing provided to eligible households whose needs are not met by the market in accordance with the definition of “affordable housing” in Annex 2 of the NPPF or any additional tenures of affordable housing contained in the definition of “affordable housing” in any successor policy;
Affordable Housing Contribution	the payment to be made in lieu of the provision of on-site Affordable Housing Units (or a full complement thereof) calculated in accordance with paragraph 4.6 of Part 2 of this Schedule;
Affordable Housing Plan	a plan detailing the provision of Affordable Housing Units within a Residential Phase to include the following: <ul style="list-style-type: none"> a) a layout plan to identify the location of the Affordable Housing Units and tenure; and b) a schedule setting out the tenure, number of bedrooms per Dwelling by plot number, Dwelling type, number of storeys and the GIA of each Dwelling or Dwelling type proposed;
Affordable Housing Unit	a Dwelling so identified in an approved Affordable Housing Plan and to be provided as Affordable Housing in accordance with this Schedule;
Affordable Rent	a rent which is no more than 80% of the local market rent (including service charges, where applicable) calculated using RICS approved valuation methods;
Affordable Dwellings Rented	an Affordable Housing Unit provided by a Registered Provider at an Affordable Rent;

Affordable Price a sum to be paid by the Registered Provider to the Owner based on the following minimum transfer values set out in the SPD:

- (a) In the case of each Rented Dwelling - £861.00 (eight hundred and sixty one pounds) per square metre; and
- (b) In the case of each Intermediate Dwelling - £1,292.00 (one thousand two hundred and ninety two pounds) per square metre

or for the avoidance of doubt such other value as may be agreed in writing between the Owner and the Registered Provider and **PROVIDED THAT:**

- (c) In the event that the Council adopts or publishes any revised higher transfer value then the transfer values at (a) and (b), those transfer values shall be updated accordingly; and
- (d) In the case of (a) and (b) above the applicable sum shall be increased in proportion to any increase in the BCIS All-in Tender Price Index from March 2023 (or from the date on which any increased transfer value applies) to the date of the applicable Contract;

Armed Member Services A member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the 5 (five) years prior to the purchase of the First Home or DMS Unit, a divorced or separated spouse or civil partner or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

Build to Rent purpose built housing to be provided in accordance with the definition of "build to rent" in Annex 2 of the NPPF or otherwise agreed with the Council to comprise purpose built housing for rent;

Build to Rent Guidance guidance contained within the NPPF and any other national and local planning guidance that relates to the provision of Affordable Housing as part of a Build to Rent scheme;

Build to Rent Notice a notice which may be served by the Owner on the Council pursuant to paragraph 3.5 of Part 2 of this Schedule notifying the Council of its intention to implement all or part of a Residential Phase as Build to Rent;

Build to Rent Affordable Scheme	<p>a scheme detailing the provision of Affordable Housing within a Residential Phase to be provided as Build to Rent which includes the following:</p> <ul style="list-style-type: none"> (a) a plan to identify the location of the Dwellings to be provided as Affordable Housing; (b) details of the rent levels of the Dwellings to be provided as Affordable Housing which shall be no more than 80% of the local market rent (including service charges, where applicable) calculated using RICS approved valuation methods; (c) details setting out the number of bedrooms per Dwelling by plot number, number of storeys and the GIA of each Dwelling in respect of each of the Dwellings to be provided as Affordable Housing; (d) details of the proposed management of the Dwellings to be provided as Affordable Housing; and <p>and any other details as may be required in accordance with Build to Rent Guidance;</p>
Chargee	<p>any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the Affordable Housing Units or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or Receiver;</p>
Chargee's Duty	<p>the duty upon a Chargee as set out in paragraph 12.2 of Part 2 of this Schedule;</p>
Close Family	<p>a spouse, civil partner, partner, parent, son, daughter, sibling, grandparent;</p>
Compliance Certificate	<p>the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Homes Unit to a purchaser meeting the First Homes Eligibility Criteria (National) and unless paragraph 3.2 applies the First Homes Eligibility Criteria (Local);</p>
Contract	<p>a contract or contracts with a Registered Provider(s) for the construction and subsequent transfer at the Affordable Price of the unencumbered freehold or long-leasehold interest in the relevant RP Dwellings;</p>

Developer	the owner of the First Homes Unit at the date prior to the Initial Disposal of such a First Homes Unit;
Discounted Price	a price which does not exceed 80% of the Market Value provided that in any event the price shall not exceed £250,000.00 (two hundred and fifty thousand pounds) unless the Council agrees otherwise;
DMS Administration Charge	<p>the reasonable and proper costs incurred by the Council in consideration of the following:</p> <ul style="list-style-type: none"> (a) consideration of the DMS Unit's Market Value and Discounted Price; and (b) the issuing of any approvals required pursuant to paragraph 9 of Part 2 of this Schedule 5 in respect of that DMS Unit;
DMS Owner	the owner(s) of an individual DMS Unit pursuant to a disposal completed in accordance with paragraph 9 of Part 2 of this Schedule;
DMS Unit	an Affordable Housing Unit which shall be sold to one or more Qualifying Resident at a price equal to 80% (eighty per cent) of the Market Value;
DMS Unit Commuted Sum	(if applicable) the sum to be paid by the Owner to the Council in lieu of the provision of a DMS Unit(s) which shall be calculated at 20% (twenty percent) of the Market Value of the relevant DMS Unit as at the date of calculation pursuant to paragraph 9.6 of Part 2 of Schedule 5;
Eligible Persons	an individual who is unable to afford to purchase a home that meets their needs on the open market;
Estate Affordable Housing Plan	<p>a plan setting out:</p> <ul style="list-style-type: none"> (a) indicative details of how the Affordable Housing Units will be distributed across Residential Phases; (b) details of which Affordable Housing Units within each Residential Phase have Reserved Matters Approval; (c) details of which Affordable Housing Units within each Residential Phase have been Practically Completed; <p>the purpose of which is to demonstrate that the Owner is complying and will be able to comply with paragraphs 2.1 and 2.2 of Part 2 of this Schedule;</p>

First Home or First Homes	a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Homes Discount Market Price and which on its first First Homes Disposal does not exceed the First Home Price Cap;
First Home Owner	the person or persons having the freehold or leasehold interest (as applicable) in a First Homes Unit other than: <ul style="list-style-type: none"> (a) the Developer; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Homes Unit or in the land on which a First Homes Unit is to be provided has been transferred before that First Homes Unit is made available and is disposed of for occupation as a First Home; or (c) a tenant or sub-tenant of a permitted letting under paragraph 4 of Part 3 of this Schedule;
First Home Price Cap	the amount for which a First Homes Unit is sold after the application of the First Homes Discount Market Price which on its first First Homes Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
First Homes Administration Charge	the reasonable and proper costs incurred by the Council in consideration of the following: <ul style="list-style-type: none"> (a) the consideration of the evidence supplied by any purchaser of meeting the First Homes Eligibility Criteria (National) and First Homes Eligibility Criteria (Local); (b) the consideration of the evidence supplied by the Owner of the First Home in relation to the First Homes Discount Market Price; and (c) the provision of any Compliance Certificate;
First Homes Discount Market Price	a sum which is the Market Value discounted by at least 30%;
First Homes Disposal	a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: <ul style="list-style-type: none"> (a) a letting or sub-letting in accordance with paragraph 4 of Part 3 of this Schedule;

- (b) a transfer of the freehold interest in a First Homes Unit or land on which a First Homes Unit is to be provided before that First Homes Unit is made available for occupation except where the transfer is to a First Home Owner; or
- (c) a First Homes Exempt Disposal

and **Disposal** and **Disposed** and **Disposing** shall be construed accordingly in provisions relating to First Homes;

First Homes Eligibility Criteria (National) criteria which are met in respect of a purchase of a First Homes Unit if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

First Homes Eligibility Criteria (Local) criteria published by the Council in the document entitled "First Homes Provision Statement Kirklees Council December 2021" which are met in respect of a First Homes Disposal of a First Home if:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) either or both of criteria (i) and (ii) below are met:
 - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
 - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member

First Homes Exempt Disposal the Disposal of a First Homes Unit in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Home Owner;

- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Home Owner;
- (c) Disposal to a former spouse or former civil partner of a First Home Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 5 of Part 3 of this Schedule shall apply to such sale);

PROVIDED THAT in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 4 of Part 3 of this Schedule;

First Homes Mortgagee	any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;
First Homes Unit	a Dwelling identified as a First Home on an approved Affordable Housing Plan and which shall be provided as a First Home in accordance with Part 3 of this Schedule;
First Time Buyer	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
Homes England	means the Homes and Communities Agency (which trades as Homes England) being a body corporate created by Section 1 of the Housing and Regeneration Act 2008 or its successor to the functions relevant to this Schedule;
Income Cap (Local)	£80,000.00 (eighty thousand pounds) or such other local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged at the date of this agreement that the Council has not set an Income Cap (Local);
Income Cap (National)	£80,000.00 (eighty thousand pounds) or such other sum as may be published for this purpose from time to

time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

Initial Disposal means the first Disposal of a First Homes Unit following its Practical Completion;

Intermediate Dwellings means together the DMS Units, Rent to Buy Units and Shared Ownership Units;

Local Criteria **Connection** criteria which are met by a person who satisfies one or more of (a) to (g) below:

- (a) currently lives in Kirklees as their primary residence and has done so for the past 3 years;
- (b) previously lived in Kirklees as their primary residence for at least 5 years cumulatively within the past 10 years;
- (c) has Close Family ordinarily resident in Kirklees and that Close Family has been ordinarily resident in the locality for the past 3 years;
- (d) needs to move to Kirklees to receive or provide care or support;
- (e) is employed full time on a permanent basis for more than 16 hours per week in Kirklees or is about to take up an offer of permanent full-time employment in Kirklees;
- (f) needs to move to Kirklees to be close to local facilities because of a specific identified need;
- (g) has some other connection to Kirklees as approved by the Council in writing;

OR

such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" (or equivalently so titled) and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that Disposal;

Locality means the district of Kirklees;

Market Dwellings means a Dwelling which is not an Affordable Housing Unit;

Marketing Strategy means the strategy to be approved by the Council pursuant to paragraph 3.13 of Part 3 of this Schedule and to detail the marketing measures to be undertaken to dispose of the First Home to Qualifying Person upon a first disposal;

Market Value means the open market value as assessed by a Valuer in accordance with the RICS Valuation - Professional Standards (as applicable at the date of assessment or any such replacement guidance issued by the Royal Institution of Chartered Surveyors) and agreed between the Council and the Owner as being the open market value of an Affordable Housing Unit, being the price at which the sale of an interest in the Affordable Housing Unit would have been completed unconditionally for cash consideration on the date of the valuation assuming:

- (a) a willing seller;
- (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 Housing Unit 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;

Nominations Agreement an agreement between the Council and the Owner detailing the selection and prioritisation of tenants and occupiers of the Affordable Rented Dwellings or Social Rented Dwellings (as applicable);

Protected Tenant any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently

	<p>purchased all the remaining shares so that the tenant owns the entire Affordable Housing Unit; or</p> <p>(d) any successor in title to any of (a) (b) or (c) above;</p>
Qualifying Person	a person who meets the First Homes Eligibility Criteria (National) and the First Homes Eligibility Criteria (Local);
Qualifying Resident	<p>a person(s) who:</p> <p>(a) is a first-time buyer (or in the case of joint purchasers, each joint purchaser is a first-time buyer) and 'first-time buyer' shall have the meaning given by paragraph 6 of Schedule 6ZA to the Finance Act 2003;</p> <p>(b) has an annual household income (or in the case of a joint purchase, the joint purchasers' combined annual gross income) which does not exceed £80,000.00; and</p> <p>(c) will Occupy the DMS Unit as their sole or main residence;</p> <p>or who satisfies such other criteria as may be published by the Council or agreed in writing between the Owner and the Council from time to time and which is in operation at the time of the relevant disposal;</p>
Registered Provider	a registered provider of social housing as defined in the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council;
Rented Dwellings	together the Social Rented Dwellings and the Affordable Rented Dwellings;
Rent to Buy Landlord	the landlord of a Rent to Buy Tenancy and its successors in title;
Rent to Buy Tenancy	in relation to a Rent to Buy Unit any assured shorthold tenancy entered into between a Rent to Buy Landlord and a Rent to Buy Tenant in respect of that Rent to Buy Unit;
Rent to Buy Tenant	a person to whom a Rent to Buy Unit is let pursuant to the provisions of Part 2 of this Schedule;
Rent to Buy Units	the Affordable Housing Units to be provided pursuant to a Rent to Buy Tenancy;

RP Dwelling		together Social Rented Dwellings, Affordable Rented Dwellings, Shared Ownership Units and/or Rent to Buy Units (and for the avoidance of doubt shall not include any Affordable Housing Units being provided through a Build to Rent Affordable Scheme other than through a Registered Provider);
SDLT		Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
Shared Lease	Ownership	such lease as shall from time to time be in accordance with the Homes England model form of shared ownership lease or such other successor bodies model form of lease;
Shared Units	Ownership	the Affordable Housing Units to be sold on the basis of a Shared Ownership Lease;
Social Rent		a rent set in line with the Government's rent policy for social rented affordable housing to be owned and let by a Registered Provider;
Social Dwellings	Rented	the Affordable Housing Units to be made available for letting at a Social Rent;
SPD		the Council's Affordable Housing and Housing Mix SPD dated March 2023;
Valuation		an independent assessment of the Market Value of a Rent to Buy Unit prepared by a Valuer;
Valuer		a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by (in the case of a Rent to Buy Unit) the Rent to Buy Landlord, (in the case of a First Homes Unit) the First Home Owner and (in the case of a DMS Unit) the person disposing of that DMS Unit and (in each case) acting in an independent capacity.

Part 2 (Affordable Housing Units)

1. General Provisions

- 1.1. The Owner shall construct the Affordable Housing Units in accordance with the Reserved Matters Approval and all applicable regulatory requirements relating to the construction of Affordable Housing.
- 1.2. The Owner (in respect of each Phase) shall notify the Council of the Practical Completion of each Affordable Housing Unit within 10 Working Days thereof.

2. **Quantum of Affordable Housing**

- 2.1. The Owner shall provide or procure that not less than 20% (twenty percent) of the total number of Dwellings forming part of the Development shall be provided as Affordable Housing Units.
- 2.2. Unless the Council approves otherwise in writing (and subject to paragraph 2.6) no Residential Phase shall contain more than 40% Affordable Housing Units or less than 10% Affordable Housing Units.
- 2.3. On or at any time before submission of the first Reserved Matters Application in respect of a Residential Phase the Owner shall submit an Estate Affordable Housing Plan to the Council.
- 2.4. The Owner may submit a revised Estate Affordable Housing Plan to the Council at any time (and shall do so in the event that the Owner departs materially from the details previously submitted) and for the avoidance of doubt the Council may take any departure from a submitted Estate Affordable Housing Plan into account as a material consideration in the determination of subsequent Reserved Matters Applications in respect of a Residential Phase.
- 2.5. Subject to paragraph 4.6, in respect of each Residential Phase containing Affordable Housing Units in accordance with an approved Affordable Housing Plan, the Owner shall not Occupy more than:
 - 2.5.1. 25% of the Market Dwellings in that Residential Phase until 15% of the Affordable Housing Units within that Residential Phase have been Practically Completed;
 - 2.5.2. 50% of the Market Dwellings in that Residential Phase until 50% of the Affordable Housing Units within that Residential Phase have been Practically Completed;
 - 2.5.3. 75% of the Market Dwellings in that Residential Phase until 88% of the Affordable Housing Units within that Residential Phase have been Practically Completed; and
 - 2.5.4. 90% of the Market Dwellings in that Residential Phase until all of the Affordable Housing Units within that Residential Phase have been Practically Completed.
- 2.6. (Without prejudice to paragraph 2.2 above) nothing in this Schedule shall prevent any of the Market Dwellings from being voluntarily provided as Affordable Housing in addition to the Affordable Housing Units and in such case such Market Dwellings:
 - 2.6.1. may comprise Affordable Housing for the purposes of the National Planning Policy Framework and/or a 'qualifying dwelling' for the purposes of Regulation 49(2) of the Community Infrastructure Levy Regulations 2010; and
 - 2.6.2. shall not comprise Affordable Housing Units for the purposes of this Deed

PROVIDED ONLY that the Owner notifies the Council in writing prior to the first Occupation of any such Market Dwellings as Affordable Housing

3. **Affordable Housing Plan**

- 3.1. Subject to paragraphs 3.5 and 3.6, each Reserved Matters Application for a Residential Phase shall be accompanied by an Affordable Housing Plan.
- 3.2. Any Affordable Housing Plan shall comply with the following tenure mix requirements in respect of the Affordable Housing Units within that Residential Phase (to the nearest whole Dwelling):
- 3.2.1. 25% (twenty five percent) as First Homes;
 - 3.2.2. 55% (fifty five percent) as Social Rented Dwellings or Affordable Rented Dwellings; and
 - 3.2.3. 20% (twenty percent) as Intermediate Dwellings
- unless otherwise agreed in writing between the Owner and the Council.
- 3.3. The Owner shall not Commence Construction of any Dwellings within a Residential Phase unless and until the Council has approved in writing the Affordable Housing Plan or Build to Rent Affordable Scheme for that Residential Phase.
- 3.4. Each Reserved Matters Application relating to Dwellings within a Residential Phase shall be accompanied by an updated Estate Affordable Housing Plan.
- 3.5. The Owner may at any time prior to the submission of a Reserved Matters Application for a Residential Phase serve a Build to Rent Notice on the Council notifying the Council of its intention to construct all or part of a Residential Phase as Build to Rent.
- 3.6. Where the Owner serves a Build to Rent Notice, the Owner shall prepare and the Owner and Council shall cooperate so as to agree a Build to Rent Affordable Scheme relating to the relevant Residential Phase.
- 3.7. The Build to Rent Affordable Scheme pursuant to paragraph 3.6 shall be in accordance with Build to Rent Guidance and shall not impose any requirements for Affordable Housing which are more onerous than the requirements contained in Part 2 of this Schedule.

4. **Contract**

- 4.1. In respect of any Residential Phase which contains RP Dwellings, not later than the Commencement of Development of that Residential Phase the Owner shall offer to enter into negotiations with one or more Registered Provider(s) and thereafter use reasonable endeavours to enter into a Contract in respect of the RP Dwellings within that Residential Phase.
- 4.2. In the event that:
- 4.2.1. the Owner has marketed the RP Dwellings to at least three Registered Providers and used reasonable endeavours to enter into a Contract for a minimum of 6 (six) calendar months; and
 - 4.2.2. the Owner has not entered into a Contract with a Registered Provider in respect of one or more of those RP Dwellings,

the Owner may notify the Council of such fact in writing ("**Notification**") providing details of the relevant RP Dwellings ("**First Stage Non-contracted Units**") and evidence of attempts to successfully enter into a Contract with at least three Registered Providers.

- 4.3. The Council may within 20 Working Days of receipt of a Notification nominate up to three additional Registered Providers and thereafter the Owner shall use reasonable endeavours to enter into a Contract with those additional Registered Providers (or any other Registered Providers) in respect of the First Stage Non-contracted Units.
- 4.4. If at the expiry of a three month period beginning with the date of the Notification (or shorter period agreed with the Council) any of the First Stage Non-contracted Units are not yet the subject of a Contract ("**Second Stage Non-contracted Units**") then (provided the Owner has complied with paragraph 4.3):
 - 4.4.1. the Owner shall be permitted to enter into a Contract in respect of the Second Stage Non-contracted Units with any Registered Provider of its own choosing;
 - 4.4.2. if requested by the Owner, the Owner and the Council shall enter into negotiations for an alternative arrangement to satisfy the Owner's obligation for the provision of Affordable Housing in respect of the Second Stage Non-contracted Units which may include (but shall not be limited to) one or more of the following mechanisms:
 - 4.4.2.1. a variation of the approved Affordable Housing Plan; and/or
 - 4.4.2.2. the payment of an Affordable Housing Contribution in lieu of provision.
- 4.5. If at the expiry of a six month period beginning with the date of the Notification (or shorter period agreed with the Council) any of the Second Stage Non-contracted Units are not the subject of a Contract then the Owner may pay an Affordable Housing Contribution in lieu of provision.
- 4.6. In the event that the Owner is entitled to pay an Affordable Housing Contribution pursuant to either paragraph 4.4.2.2 or paragraph 4.5 above:
 - 4.6.1. the Affordable Housing Contribution in respect of each applicable Second Stage Non-contracted Unit shall be calculated by multiplying the GIA of the applicable Second Stage Non-contracted Unit(m²) by the most recent median build costs for Kirklees published by the RICS Build Cost Information Service (BCIS) (£/m²); and
 - 4.6.2. upon receipt by the Council of payment of both (i) the Affordable Housing Contribution and (ii) the Administration Charge in respect of any Second Stage Non-contracted Unit the Owner shall be free to dispose of that Second Stage Non-contracted Unit on the open market free of the provisions in this Schedule (and the relevant Affordable Housing Unit will be deemed to be Practically Completed for the purposes of paragraph 2.5)..

5. **Affordable Rented Dwellings**

- 5.1. The following provisions of this paragraph 5 shall apply to any Affordable Housing Units that are to be provided as Affordable Rented Dwellings in accordance with an approved Affordable Housing Plan.
- 5.2. The Owner shall not let or otherwise permit the letting of any Affordable Rented Dwellings to any person(s) other than in accordance with the following:
- 5.2.1. at an Affordable Rent; and
- 5.2.2. the rent at each re letting shall be calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 5.3. The Owner shall not Occupy any Affordable Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement to be agreed with the Council.

6. **Social Rented Dwellings**

- 6.1. The following provisions of this paragraph 6 shall apply to any Affordable Housing Units that are to be provided as Social Rented Dwellings in accordance with an approved Affordable Housing Plan.
- 6.2. The Owner shall not let or otherwise permit the letting of any Social Rented Dwellings to any person(s) other than at a Social Rent.
- 6.3. The Owner shall not Occupy any Social Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement (unless otherwise agreed in writing by the Council).

7. **Shared Ownership Units**

- 7.1. No Shared Ownership Unit shall be Occupied otherwise than by an Eligible Person pursuant to a Shared Ownership Lease.
- 7.2. Every time a Shared Ownership Unit shall become available for Occupation again in the future it shall be allocated to Eligible Persons on the same terms as expressed in paragraph 7.1 above.

8. **Rent to Buy Units**

- 8.1. No Rent to Buy Units shall be Occupied otherwise than pursuant to the terms of a Rent to Buy Tenancy.
- 8.2. In the event that a Rent to Buy Tenant has remained a tenant of the same Rent to Buy Unit for a continuous period of five years then following the expiry of that five year period:
- 8.2.1. the Rent to Buy Tenant may submit a request to the Rent to Buy Landlord to purchase the applicable Rent to Buy Unit;
- 8.2.2. (save only in exceptional circumstances (to be agreed in writing between the Rent to Buy Landlord and the Council)) in the event that the Rent to Buy Tenant submits such a request then the Rent to Buy Landlord shall make

an offer in principle to sell the Rent to Buy Unit to the Rent to Buy Tenant at a price equal to the Market Value of the Rent to Buy Unit at the date of the proposed sale to be subsequently established via the Valuation referred to in paragraph 8.2.3;

8.2.3. in the event that the Rent to Buy Tenant accepts an offer in principle to purchase the Rent to Buy Unit pursuant to paragraph 8.2.2 above the Rent to Buy Landlord shall obtain a Valuation and provide a copy of the Valuation to the Right to Buy Tenant together with a detailed offer to sell the Rent to Buy Unit to the Rent to Buy Tenant at a purchase price reflecting the Valuation and subject to such matters and upon such reasonable terms and conditions as the Rent to Buy Landlord is advised by its legal advisers should be included in such sale and purchase documentation.

8.3. Following the expiry of the initial five year period referred to in paragraph 8.2 above, in the event that the Rent to Buy Tenant has not purchased the Rent to Buy Unit, the Rent to Buy Landlord may at its discretion:

8.3.1. retain the Rent to Buy Unit and continue to let the Rent to Buy Unit on a Rent to Buy Tenancy;

8.3.2. retain the Rent to Buy Unit and let the same at either an Affordable Rent or open market rent or on a Shared Ownership Lease; and/or

8.3.3. sell the Rent to Buy Unit on the open market **PROVIDED ALWAYS** that the current Rent to Buy Tenant at that time shall be given the right of first refusal.

9. **Discount Market Sale Units**

9.1. The Owner shall provide the Council with notice of sales release dates not less than 6 (six) weeks prior to the date upon which the Owner proposes to release each DMS Unit(s) for disposal.

9.2. Prior to the first disposal of any DMS Unit the Owner shall submit to the Council for approval details of that DMS Unit's Market Value and Discounted Price and shall not dispose of the DMS Unit unless the Market Value and Discounted Price have been approved in writing by the Council.

9.3. The Owner shall not dispose of any DMS Unit otherwise than at the Discounted Price and to a person who at the date of their first Occupation is a Qualifying Resident.

9.4. The first disposal of a DMS Unit shall contain a restriction that subject to paragraph 9.5 and 9.6 of this Deed no further disposal to a third party shall take place other than to a Qualifying Resident at a price not exceeding the Discounted Price applicable as at that time and further that no such transfer shall be registered at the land registry without the inclusion of a restriction in the following terms:

"no disposition of the registered estate (other than by a chargee) by the proprietor of the registered estate is to be registered without a certificate signed by the Council's Affordable Housing Officer (or such other Officer duly authorised by the Council to give such a certificate) confirming that the provisions of paragraph [] of Part 2 of Schedule 5 of the Deed dated [] and made between [] have been fully complied with".

and the Owner shall provide evidence to the Council that such restriction has been entered no later than 28 days following the date of disposal.

9.5. No first or subsequent disposal of a DMS Unit shall be completed and no such disposal shall be registered at the Land Registry unless the Council has provided its approval in writing to such registration **PROVIDED THAT** such consent shall be given forthwith upon receipt by the Council of:

9.5.1. evidence that the donee is (or in the case of joint donees both of the donees are) a Qualifying Resident;

9.5.2. certification by the solicitor or licenced or other authorised conveyancer acting for the donee(s) that any consideration expressed to be given for the DMS Unit by the donee did not exceed the Discounted Price **PROVIDED ALWAYS THAT** in the case of a subsequent disposal the certificate given by a Valuer is dated not more than 6 (six) months before the date of such disposal; and

9.5.3. payment of the DMS Administration Charge.

9.6. In the event that:

9.6.1 despite using reasonable endeavours to do so the Owner:

9.6.1.1. (on the first disposal of a DMS Unit) has not exchanged a binding contract for the sale of a DMS Unit within a period of 9 (nine) calendar months from the date the DMS Unit was first offered for disposal; or

9.6.1.2. (by a successor in title to a DMS Unit) has not exchanged a binding contract for the sale of a DMS Unit within a period of 6 (six) calendar months from the date the DMS Unit was first offered for disposal; and

9.6.2. the Owner has produced evidence in writing to the reasonable satisfaction of the Council that it has used such reasonable endeavours throughout the 9 (nine) / 6 (six) month period (as applicable)

the Owner may offer such DMS Unit for sale on the open market free from the restrictions in this schedule but the provisions of paragraph 9.7 of this Schedule shall apply **PROVIDED ALWAYS** that it has first paid the applicable DMS Unit Commuted Sum to the Council.

9.7. Upon receipt of a DMS Unit Commuted Sum the Council shall:

9.7.1. within 20 Working Days of such receipt provide such reasonable written consent as is necessary to accompany an application to remove the restriction on the title set out in paragraph 9.4;

9.7.2. apply such DMS Unit Commuted Sum towards the provision of Affordable Housing within the Council's administrative area.

9.8. Each DMS Unit shall be used only as the main residence of the DMS Owner and shall not be let or otherwise disposed of other than in accordance with the terms of this

paragraph 9 **PROVIDED THAT** the letting of a DMS Unit shall be permitted only in accordance with paragraphs 9.9 and 9.10 below.

- 9.9. The DMS Owner may let that DMS Unit for a fixed term of no more than two (2) years **PROVIDED THAT:**
- 9.9.1. the DMS Owner gives prior notice in writing to the Council before the DMS Unit is Occupied by the prospective tenant; and
 - 9.9.2. the DMS Owner may let the DMS Unit pursuant to this paragraph more than once during that DMS Owner's period of ownership but the aggregate of such lettings during an Owner's period of ownership may not exceed two (2) years.
- 9.10. In addition to paragraph 9.9, a DMS Owner may let or sub-let their DMS Unit for any period provided that the DMS Owner first notifies the Council and the Council consents in writing to the proposed letting **PROVIDED THAT** the Council shall not withhold such consent in any of the circumstances below:
- 9.10.1. the DMS Owner is reasonably required to live in accommodation other than their DMS Unit for the duration of the letting or sub-letting for the purposes of employment;
 - 9.10.2. the DMS Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - 9.10.3. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - 9.10.4. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 9.10.5. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - 9.10.6. the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 9.11. A letting or sub-letting permitted pursuant to paragraph 9.9 or 9.10 must be by way of a written lease or sub-lease (as the case may be) of the whole of the DMS Unit on terms which expressly prohibit any further sub-letting other than in accordance with this Deed.
- 9.12. Nothing in this paragraph 9 prevents an DMS Owner from renting out a room within their DMS Unit or from renting out their DMS Unit as temporary sleeping accommodation provided that the DMS Unit remains at all times the DMS Owner's main residence.
10. **First Homes Units**
- 10.1. The Owner shall not Dispose of or Occupy any Affordable Housing Units that are to be provided as First Homes Units in accordance with an approved Affordable Housing Plan other than in accordance with Part 3 of this Schedule 5.

11. **Build to Rent**

11.1. The Owner shall comply with any approved Build to Rent Affordable Scheme.

12. **Exclusions to this Part 2 of Schedule 5**

12.1. The obligations in Part 2 of this Schedule shall not be binding on:

- 12.1.1. any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant);
- 12.1.2. any Chargee (subject only to compliance with the Chargee's Duty); or
- 12.1.3. any purchaser of an individual Affordable Housing Unit from a mortgagee or chargee pursuant to any default by an individual mortgagor of an Affordable Housing Unit or any person deriving title from that individual mortgagor or purchaser; or
- 12.1.4. any tenant of an Affordable Housing Unit comprised in a Build to Rent Affordable Scheme save as may be specified in that Build to Rent Affordable Scheme.

12.2. This Schedule shall not be binding on a Chargee **PROVIDED THAT:**

- 12.2.1. such Chargee has first given written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit(s) and thereafter has used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Affordable Housing Unit(s) to a Registered Provider or to the Council (or in the case of a DMS Unit to a Qualifying Resident) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 12.2.2. if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the obligations in this Schedule which thereafter will determine absolutely in respect of such Affordable Housing Unit(s).

13. **Council Covenants**

13.1. The Council covenants that if any of the sums received pursuant to this Schedule or any part thereof have not been expended within 12 months of the date of receipt in respect of each Administration Charge then the Council shall within 20 Working Days repay the unspent balance to the Designated Body together with any interest accrued thereon from the date of payment by the Owner to the Council to the date of repayment by the Council to the Owner.

Part 3 First Homes

1. First Homes Standards

- 1.1. First Homes Units in a Residential Phase shall not be visually distinguishable from the Market Dwellings in that same Residential Phase based upon their external appearance.
- 1.2. The internal specification of the First Homes Units in a Residential Phase shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings in that same Residential Phase **PROVIDED THAT** (subject to that requirement) variations to the internal specifications of the First Homes Units shall be permitted.

2. Type and Distribution

- 2.1. The mix of First Homes Units provided within each Residential Phase shall be in accordance with the approved Affordable Housing Plan for that Residential Phase.

3. Delivery Mechanism

- 3.1. The First Homes Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 3.1.1. the First Homes Eligibility Criteria (National); and
 - 3.1.2. the First Homes Eligibility Criteria (Local).
- 3.2. If after a First Homes Unit has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to its Practical Completion) it has not been possible to find a willing purchaser who meets the First Home Eligibility Criteria (Local) (if any), paragraph 3.1.2 shall cease to apply.
- 3.3. Subject to paragraphs 3.6 to 3.10, no First Homes Unit shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee.
- 3.4. No First Homes Unit shall be Disposed of (whether on a first or any subsequent sale) unless and until:
 - 3.4.1. The Council has been provided with evidence that:
 - 3.4.1.1. the intended purchaser meets the First Homes Eligibility Criteria (National) and unless paragraph 3.2 applies meets the First Homes Eligibility Criteria (Local) (if any);
 - 3.4.1.2. the First Homes Unit is being Disposed of as a First Home at the First Homes Discount Market Price; and
 - 3.4.1.3. the transfer of the First Homes Unit includes:
 - 3.4.1.3.1. a definition of the "Council" which shall be "*the Council of the Borough of Kirklees of Town Hall, Huddersfield, West Yorkshire*"

- 3.4.1.3.2. a definition of "First Homes Provisions" in the following terms:
"means the provisions set out in Part 3 of Schedule 5 of the Section 106 Agreement a copy of which is attached hereto as the Annexure."
- 3.4.1.3.3. A definition of "Section 106 Agreement" in the following terms:
"means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [DATE OF THIS DEED] made between (1) the Council of the Borough of Kirklees and (2) C. C. Projects;"
- 3.4.1.3.4. a provision that the First Homes Unit is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Homes Unit or any part of it other than in accordance with the First Homes Provisions;
- 3.4.1.3.5. a copy of the First Homes Provisions in an Annexure; and
- 3.4.1.3.6. the First Homes Administration Charge has been paid to the Council by the Owner, being the Developer in respect of the Initial Disposal and the First Homes Owner on all subsequent disposals;
- 3.4.2. the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3.3 and 3.4.1 have been met.
- 3.5. On the first Disposal of each and every First Homes Unit the Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Homes Unit of the following restriction:
"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the Borough of Kirklees of Town Hall, Huddersfield, West Yorkshire or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"
- 3.6. The owner of a First Homes Unit (which for the purposes of this paragraph shall include the Developer and any First Home Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:
- 3.6.1. the First Homes Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 3.1 and 3.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and reasonable

endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 3.3 and 3.4.1; or

3.6.2. requiring the First Home Owner to undertake active marketing for the period specified in paragraph 3.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Home Owner undue hardship.

3.7. Upon receipt of an application served in accordance with paragraph 3.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the First Home Discount Market Price.

3.8. If the Council is satisfied that either of the grounds in paragraph 3.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 that the relevant Dwelling may be Disposed of:

3.8.1. to the Council at the First Home Discount Market Price; or

3.8.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Schedule which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 3.10 which shall cease to apply on receipt of payment of the Additional First Homes Contribution by the Council where the relevant Dwelling is disposed of other than as a First Home

3.9. If the Council does not wish to acquire the relevant First Homes Unit itself and is not satisfied that either of the grounds in paragraph 3.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 serve notice on the owner of the First Homes Unit setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months) **PROVIDED THAT** if at the end of that period the owner of the First Homes Unit has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 3.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

3.10. Where a First Homes Unit is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 3.8 or 3.9 above the Owner of the First Homes Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

3.11. Upon receipt of the Additional First Homes Contribution the Council shall:

3.11.1. within 20 Working Days of such receipt provide a completed application to enable the removal of the restriction on the title set out in paragraph 3.5 where such restriction has previously been registered against the relevant title; and

- 3.11.2. apply all monies received towards the provision of Affordable Housing within the Council's administrative area.
- 3.12. Any person who purchases a First Homes Unit free of the restrictions in this Schedule pursuant to the provisions in paragraphs 3.8 and 3.9 shall not be liable to pay the Additional First Homes Contribution to the Council.
- 3.13. Prior to the Initial Disposal of a First Home the Owner shall submit to the Council the Marketing Strategy for the Council's approval and thereafter the First Homes shall be disposed of according to the terms of the Marketing Strategy.
4. **Use of the First Homes Units**
- 4.1. Each First Homes Unit shall be used only as the main residence of the First Home Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 4.1.1 – 4.1.4 below.
- 4.1.1. A First Home Owner may let or sub-let their First Homes Unit for a fixed term of no more than two (2) years, provided that the First Home Owner notifies the Council in writing before the First Homes Unit is Occupied by the prospective tenant or sub-tenant (and a First Home Owner may let or sub-let their First Homes Unit pursuant to this paragraph more than once during that First Home Owner's period of ownership **PROVIDED THAT** the aggregate of such lettings or sub-lettings during a First Home Owner's period of ownership may not exceed two (2) years).
- 4.1.2. In addition, a First Home Owner may let or sub-let their First Homes Unit for any period provided that the First Home Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting and in such case the Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of the circumstances (4.1.2.1) – (4.1.2.6) below:
- 4.1.2.1. the First Home Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- 4.1.2.2. the First Home Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- 4.1.2.3. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- 4.1.2.4. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- 4.1.2.5. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

- 4.1.2.6. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 4.1.3. A letting or sub-letting permitted pursuant to paragraph 4.1.1 or 4.1.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 4.1.4. Nothing in this paragraph 4 prevents a First Home Owner from renting a room within their First Home or from renting their First Homes Unit as temporary sleeping accommodation provided that the First Homes Unit remains at all times the First Home Owner's main residence.

5. **Exclusions and release**

5.1. The obligations in paragraphs 1 to 4 of Part 3 of this Schedule in relation to First Homes Units shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a FH Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or FH Receiver **PROVIDED THAT:**

- 5.1.1. such First Homes Mortgagee or FH Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Homes Unit; and
- 5.1.2. once notice of intention to Dispose of the relevant First Homes Unit has been given by the First Homes Mortgagee or FH Receiver to the Council the First Homes Mortgagee or FH Receiver shall be free to sell that First Homes Unit at its full Market Value and subject only to paragraph 5.1.3; and
- 5.1.3. following the Disposal of the relevant First Homes Unit the First Homes Mortgagee or FH Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution; and
- 5.1.4. following receipt of notification of the Disposal of the relevant First Homes Unit the Council shall:
 - 5.1.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 3.5; and
 - 5.1.4.2. apply all such monies received towards the provision of Affordable Housing.

- 5.2. Paragraphs 1 and 2 of Part 3 of this Schedule shall not apply to a First Home Owner.
- 5.3. Paragraphs 3, 4 and 5 of Part 3 of this Schedule apply as set out therein but and for the avoidance of doubt where a First Homes Unit is owned by a First Home Owner they shall apply to that First Home Owner only in respect of the First Home owned by that First Home Owner.

Schedule 6 – Local Centre

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

Local Centre	one or more buildings with associated car parking and landscaping situated within the Local Centre Land with one or more use within Use Class A1, A2, A3, A4, A5 and D1 or other similar retail, commercial, business, recreation or community uses;
Local Centre Building	one or more buildings totalling at least 450 square metres GIA forming part of the Local Centre;
Local Centre Land	the area of land within the Site shaded dark purple and labelled 'Local Centre' on the plan attached to this Deed at Appendix 7 or other area of land within the Site as may be proposed by the Owner and agreed by the Council of approximately 0.5 hectares;
Local Centre Marketing Plan	a scheme identifying the proposed methods of marketing of the Local Centre Land (as a whole and/or in separate parts), for seeking expressions of interest, and for keeping and retaining records of enquiries and offers made;
Placemaking Activities	activities or operations to engage the community comprising those who live and work in the Development funded by the Placemaking Fund;
Placemaking Fund	the sum of £30,000.00 (thirty thousand pounds) which is to be made available by the Owner for expenditure on Placemaking Activities.

2. Marketing Plan

- 2.1. Prior to Occupation of more than 700 Dwellings, the Owner shall submit the Local Centre Marketing Plan to the Council for approval.
- 2.2. The Owner shall notify the Council of the commencement of marketing pursuant to an approved Local Centre Marketing Plan and the marketing of the Local Centre Land in accordance with the approved Local Centre Marketing Plan shall commence no later than Occupation of the 800th Dwelling.
- 2.3. For a period of not less than five years from the date of receipt by the Council of the notice pursuant to paragraph 2.2 above the Owner shall market the Local Centre Land in accordance with the Local Centre Marketing Plan.
- 2.4. The Owner shall not Occupy more than 1,100 Dwellings unless and until the Local Centre Building upon the Local Centre Land has been Practically Completed.

3. **Placemaking**

3.1. From Occupation of the 500th Dwelling, the Owner and the Council shall co-operate on the undertaking of Placemaking Activities and either party may propose Placemaking Activities from time to time.

3.2. The cost to the Owner of complying with paragraph 3.1 shall be no more than the Placemaking Fund.

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Schedule 7– Biodiversity

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

BEMP	a biodiversity management and enhancement plan in respect of a Phase detailing: <ul style="list-style-type: none">(a) the biodiversity habitat creation and/or enhancement proposed as part of that Phase; and(b) a detailed management and maintenance regime to secure such biodiversity habitat for a period of 30 years;
Biodiversity Assessment	together: <ul style="list-style-type: none">(a) an assessment (including Biodiversity Metric calculations) which sets out details of the pre-development biodiversity value of the Site (being the biodiversity value of the Site prior to the earlier of (i) the beginning of the Development (within the meaning of Section 56 of the 1990 Act), (ii) the undertaking of any works associated with the Development including the works identified as “enabling works” in Condition 1 of the Planning Permission, and (iii) the commencement of the clearance of hedgerows, trees and shrubs, or any other features of potential ecological importance within the Site);(b) details of measures to protect any habitats to be retained within the Site during construction works (including site clearance and enabling works); and(c) up to date and comprehensive ecological surveys (including surveys of protected species) as required by Condition 39 of the Planning Permission;
Biodiversity Gain Plan: Overall Plan	a scheme demonstrating how the Biodiversity Net Gain Requirement is anticipated to be achieved across the Site as a whole such scheme to include very high level proposals for the anticipated creation of new habitat and enhancement of existing habitat within each Phase and within the Offsite BNG Land and which may be updated pursuant to paragraph 4.1.2 having regard to the proposed BEMP and Offsite BEMP (if applicable) for the relevant Phase (having regard to the mitigation hierarchy and endeavouring to meet the Biodiversity Net Gain Requirement by way of BEMP in preference to an Offsite BEMP where reasonably practicable);

Biodiversity Metric	the DEFRA biodiversity metric as applicable at the time of the Biodiversity Assessment;
Biodiversity Net Gain Requirement	a 10% gain in the number of Biodiversity Units based on the values set out within the Biodiversity Assessment;
Biodiversity Unit	the product of the size of an area and the distinctiveness and condition of the habitat it comprises to provide a measure of ecological value, calculated using the Biodiversity Metric;
Offsite BEMP	a biodiversity management and enhancement plan detailing the biodiversity habitat creation or enhancement proposed on all or part of the Offsite BNG Land (as identified in the Offsite BEMP by reference to a plan) to be secured in connection with a Phase such plan to include a detailed management and maintenance regime to secure such biodiversity habitat for a period of not less than 30 years;
Offsite BNG Land	the Ancient Woodland Land;
Skylark Plots	16 plots located in accordance with the Skylark Plot Plan to be prepared and maintained for skylarks in accordance with the Skylark Plot Requirements;
Skylark Plot Plan	a plan showing the proposed location of the Skylark Plots on the Skylark Land to accord with the Skylark Plot Requirements;
Skylark Requirements	<p>Plot the following requirements for the Skylark Plots:</p> <ul style="list-style-type: none"> (a) plots to be a minimum of 16 square metres in area and 3 metres wide (e.g. 4x4m, or 3x6m); (b) plots to be at a minimum density of 2 plots per ha; (c) plots to be at least 50m from field boundaries and margins, and not connected to tramlines; and (d) plots to be created by switching off or lifting up the drill to create undrilled patches (or, if necessary, by spraying of herbicide after drilling); <p>or such other requirements as may approved in writing by the Council from time to time.</p>

2. **Biodiversity Assessment, Etc**

2.1. On or before the earlier of:

- 2.1.1. the date on which the Development is begun (within the meaning of Section 56 of the 1990 Act);
- 2.1.2. the date on which any works associated with the Development including the works identified as “enabling works” in Condition 1 of the Planning Permission are begun;
- 2.1.3. the commencement of clearance of hedgerows, trees and shrubs, or any other features of potential ecological importance within the Site; or
- 2.1.4. the submission of the first Reserved Matters Application

the Owner shall submit the Biodiversity Assessment to the Council and the Owner shall not begin the Development (within the meaning of Section 56 of the 1990 Act) or undertake any works associated with the Development including the works identified as “enabling works” in Condition 1 of the Planning Permission or commence the clearance of hedgerows, trees and shrubs, or any other features of potential ecological importance within the Site until the Biodiversity Assessment has been approved in writing by the Council.

- 2.2. The Owner covenants with the Council to comply with the measures to protect any habitats to be retained within the Site during construction works (including site clearance and enabling works) approved as part of the Biodiversity Assessment.

3. **Biodiversity Gain Plan: Overall Plan**

- 3.1. At any time following the date of the grant of the Planning Permission but prior to the date of the submission of the first Reserved Matters Application the Owner shall submit the Biodiversity Gain Plan: Overall Plan to the Council.
- 3.2. The Owner shall not Commence Construction of the Development until the Biodiversity Gain Plan: Overall Plan has been approved in writing by the Council.

4. **Biodiversity Gain Plan: BEMP and Offsite BEMP**

- 4.1. The Owner shall not Commence Construction of a Phase until:
 - 4.1.1. a BEMP and (if applicable) an Offsite BEMP for that Phase; and
 - 4.1.2. any proposed updated Biodiversity Gain Plan: Overall Plan;
 have each been approved in writing by the Council.

5. **On-Site Biodiversity Net Gain**

- 5.1. The Owner shall not Occupy more than 90% of the Dwellings or 90% of the floorspace contained in Employment Units within a Phase (or comply with such other requirement for timing of provision as may be contained in the BEMP applicable to the relevant Phase) until the Owner has completed the works of habitat creation and/or enhancement set out in the relevant BEMP and has served notice on the Council confirming completion of such works.

5.2. From the date of notice served pursuant to paragraph 5.1, the Owner covenants to comply with the requirements of the BEMP (or any amended BEMP submitted by the Owner to the Council and approved by the Council) for a period of 30 years.

6. **Off-Site Biodiversity Net Gain**

6.1. Where an Offsite BEMP applies to a Phase, the Owner shall not Occupy more than 90% of the Dwellings or 90% of the floorspace contained in Employment Units within a Phase (or comply with such other requirement for timing of provision as may be contained in the Offsite BEMP applicable to the relevant Phase) until the Owner has completed the works of habitat creation and/or enhancement set out in the Offsite BEMP and has served notice on the Council confirming completion of such works.

6.2. From the date of notice served pursuant to paragraph 6.1, the Owner covenants so as to bind the relevant part of the Offsite BNG Land identified in the relevant Offsite BEMP only to comply with the requirements of the Offsite BEMP (or any amended Offsite BEMP submitted by the owner of the relevant Offsite BNG Land from time to time to the Council and approved by the Council) for a period of 30 years.

7. **Skylark Plots**

7.1. The Owner shall not Occupy any of the Dwellings until:

7.1.1. the Skylark Plot Plan has been submitted to and approved in writing by the Council; and

7.1.2. the Skylark Plots have been provided in accordance with the approved Skylark Plot Plan and Skylark Plot Requirements; and

7.1.3. notice has been served on the Council confirming completion of the works pursuant to paragraph 7.1.2.

7.2. From the date of Occupation of the first Dwelling, the Owner covenants so as to bind the Skylark Land only to maintain and manage the Skylark Plots for a period of 30 years in accordance with the approved Skylark Plot Plan (or any amended Skylark Plot Plan as may be submitted by the owner of the Skylark Land from time to time to the Council and approved by the Council) and the Skylark Plot Requirements.

Schedule 8– Sustainable Drainage Systems

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

Drainage Strategies	the site wide drainage strategy and any detailed drainage strategy approved under Conditions 34a and 34b;
Site-Wide Drainage Strategy Working Group	a forum comprising representatives of the Owner, (which may include developers of any Phase) and the Council (to include separate representatives of the Council in its capacities as Lead Local Flood Authority, and Local Planning Authority) which shall be invited to meet every twelve months (or more or less often as required) for the purposes of ensuring co-ordinated and effective drainage and flood risk management across the Site and surrounding land in accordance with the Drainage Strategies;
SuDS	the sustainable urban drainage systems to be provided by the Owner as part of the Development;
SuDS Maintenance and Management Plan	a detailed management plan or plans setting out measures to be undertaken as part of the Development to ensure the SuDS are properly maintained and managed such plan to include the information set out in paragraph 3.1 of this Schedule.

2. Site-Wide Drainage Strategy Working Group

- 2.1. Following the Commencement of Development the Council may provide a schedule of meetings of the Site-Wide Drainage Strategy Working Group to the Owner.
- 2.2. The Owner or its appointed representatives shall use reasonable endeavours to attend meetings of the Site-Wide Drainage Strategy Working Group during construction of the Development.

3. Provision of Sustainable Drainage Systems

- 3.1. Prior to Commencement of Development of any Phase the Owner shall submit to the Council for approval the SuDS Maintenance and Management Plan in respect of the SuDS serving that Phase such SuDS Maintenance and Management Plan to contain:
- 3.1.1. details and a programme for the long term management and maintenance works to cover all aspects of the SuDS in that Phase to include:-
- 3.1.1.1. a detailed maintenance schedule and methodology for all individual SuDS components to maintain the functionality of the SuDS' water storage and treatment;

- 3.1.1.2. a detailed schedule and methodology for the inspection, maintenance and replacement as required of engineering features including inlet and outlet structures, flow controls tanks and channels and any other SuDS features;
 - 3.1.1.3. a schedule for litter and debris removal, landscape and grass cutting, weeding and sediment removal;
 - 3.1.1.4. details of the procedure in place for dealing with extreme rainfall events (both prior and post event);
 - 3.1.1.5. plans at 1:200 scale which show the extent of the SuDS features, the extent of the landscape features, details of connections to Yorkshire Water sewers and details of whether the SuDS feature is a designated asset under the Flood & Water Management Act 2010;
- and any maintenance schedules to include details of the frequency of all actions and routine maintenance activities, the timing of all inspections (including annual inspections) and the timing of management works arising from inspections;
- 3.1.2. details of the maintenance of the shared surface water drainage network, connected to the SuDS, and the shared foul drainage network within the Site as part of the Development prior to their adoption by Yorkshire Water if applicable;
 - 3.1.3. details of the maintenance regime that will be adopted during the construction phase up until the point that the SuDS is signed off as complete in accordance with the approved design; and
 - 3.1.4. details of vehicular and pedestrian access arrangements relating to the inspection and maintenance of SuDS.
- 3.2. In the event that the Council considers that it is unable to approve the submitted version of the SuDS Maintenance and Management Plan 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 to be repeated as often as is necessary until the Council approves the SuDS Maintenance and Management Plan).
 - 3.3. The Owner covenants to fully comply with the approved SuDS Maintenance and Management Plan from the Commencement of Development of that Phase and at all times thereafter to manage and maintain the SuDS in accordance with the details set out in the relevant SuDS Maintenance and Management Plan unless and until the SuDS have been adopted by a statutory undertaker or transferred to a POS Management Company pursuant to Schedule 4.

4. **Compliance**

4.1. Paragraph 7 of Schedule 4 to this Deed (Compliance) shall apply mutatis mutandis to the obligations on the part of the Owner and/or a POS Management Company in this Schedule 8 and references in the said paragraph 7:

4.1.1. to the Public Open Space shall be deemed to include the SuDS; and

4.1.2. to the Public Open Space Management Scheme shall be deemed to include the SuDS Maintenance and Management Plan.

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Schedule 9 – Social Value, Employment & Training

1. Definitions

1.1. In this Schedule the following terms have the following meaning:

Construction Phase the period between the Commencement of Development of a Phase and the Practical Completion of the final Dwelling or Unit comprised in the Development of that Phase;

Construction Phase Employment, Skills and Social Value Plan a scheme detailing the means by which the construction of the Development within a Phase will deliver the principles and objectives of the Framework Employment, Skills and Social Value Strategy (Construction) (or any amended plan submitted to and approved by the Council from time to time);

Framework Employment, Skills and Social Value Strategy (Construction) a high level strategy relating to the construction of the Development which shall set out the principles and objectives to be included in each Construction Phase Employment, Skills and Social Value Plan in order to demonstrate the measures by which each Phase shall contribute towards the objectives of Local Plan Policy LP9 in relation to employment, skills and social value and which may include the following (or other measures at the Owner's discretion):

- (a) the provision of training, work placements and apprenticeships;
- (b) engagement protocols with the Council and Jobcentre Plus regarding recruitment and targeted recruitment towards specific groups; and
- (c) education initiatives which may include partnerships with local colleges;

and which may be amended from time to time by agreement between the Owner and the Council;

Framework Employment, Skills and Social Value Strategy (Occupation) a high level strategy relating to the occupation of Large Employment Units which shall set out the details of engagement with the Council by occupiers of Large Employment Units in order to demonstrate the measures by which those occupiers shall contribute towards achieving the objectives of the Local Plan Policy LP9 in relation to employment, skills and social value which may include the following (or other measures at the Owner's discretion):

- (a) liaison with the Council regarding the Council's programmes for the provision of training, work placements and apprenticeships;
- (b) engagement with the Council and Jobcentre Plus regarding recruitment and targeted recruitment towards specific groups; and
- (c) liaison with the Council regarding the Council's programmes for education initiatives which may include partnerships with local colleges;

Large Employment Unit an Employment Unit which is or is to be Occupied by a single occupier with at least 25 employees based within the relevant unit and which comprises 3,500 sq. m. or more of business or industrial floorspace;

Monitoring Report a written report setting out (as relevant) the measures taken by the Owner to comply with the Construction Phase Employment, Skills and Social Value Plan or by the Occupier to comply with the Framework Employment, Skills and Social Value Strategy (Occupation) (as applicable).

2. **Framework Employment, Skills and Social Value Strategies**

- 2.1. Not less than 3 (three) months prior to the intended date of Commencement of Development the Owner shall submit the Framework Employment, Skills and Social Value Strategy (Construction) to the Council.
- 2.2. The Owner shall not Commence Development unless and until the Council has approved in writing the Framework Employment, Skills and Social Value Strategy (Construction).
- 2.3. Not later than 6 (six) months following the Commencement of Development the Owner shall submit the Framework Employment, Skills and Social Value Strategy (Occupation) to the Council.
- 2.4. The Owner shall take account of any comments received from the Council within 3 months of submission of the Framework Employment, Skills and Social Value Strategy (Occupation) and thereafter shall submit the final version of the Framework Employment, Skills and Social Value Strategy (Occupation) to the Council.
- 2.5. The Owner may at any time submit a revised Framework Employment, Skills and Social Value Strategy (Occupation) to the Council and paragraph 2.4 shall apply to such submission.

3. **Construction Phase Employment, Skills and Social Value Plans**

- 3.1. The Owner shall not Commence Development of any Phase unless and until the Council has approved in writing a Construction Phase Employment, Skills and Social Value Plan in relation to that Phase.

3.2. At all times during the Construction Phase of each Phase the Owner shall implement and promote (and where necessary take reasonable steps to procure the implementation and promotion of) the approved Construction Phase Employment, Skills and Social Value Plan (or any revised plan submitted to the Council by the Owner and approved by the Council).

4. **Framework Employment, Skills and Social Value Strategy (Occupation)**

4.1. In the event that any Employment Floorspace comprises a Large Employment Unit, any Occupier of that Large Employment Unit during a period of seven years from first Occupation of that Large Employment Unit shall use reasonable endeavours to comply with the Framework Employment, Skills and Social Value Strategy (Occupation) so far as relevant to its Occupation of that Large Employment Unit.

5. **Monitoring**

5.1. During the Construction Phase for each Phase, the Owner (as relevant to each Phase) shall submit a Monitoring Report relating to that Phase during the Construction Phase to the Council every six months.

5.2. Any Occupier of a Large Employment Unit to which paragraph 4 applies shall submit a Monitoring Report on or as soon as reasonably practicable after each anniversary of Occupation of that Large Employment Unit (so long as it remains in Occupation) up until and including the seventh such anniversary of its first Occupation.

5.3. In the event that a Monitoring Report submitted pursuant to paragraph 5.1 or 5.2 above demonstrates that the principles and objectives of the approved Construction Phase Employment, Skills and Social Value Plan or the approved Framework Employment, Skills and Social Value Strategy (Occupation) (as applicable) are not being achieved the Owner or Occupier (as applicable) shall take into account any reasonable comments, recommendations and/or suggestions which are provided by the Council and the subsequent Monitoring Report shall demonstrate how such comments have been taken into account.

Executed as a deed by

C. C. PROJECTS

acting by two directors:

.....

Signature of Director

.....

Signature of Director

Executed as a Deed (but not delivered

Until the date of it) by the affixing of

THE COMMON SEAL of

THE COUNCIL OF THE BOROUGH OF

KIRKLEES

Authorised Sealing Officer

(A permanent Officer of the Council)

Appendix 1 – Site Plan

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Appendix 2 – Planning Permission

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Appendix 3 – Ancient Woodland Land, Ancient Woodland Buffers and Offsite BNG

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Appendix 4 – Skylark Land Plan

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Appendix 5 – Bus Stop Infrastructure Audit

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Appendix 6 – Spine Road

DRAFT

Appendix 7 – Parameter Plan

DRAFT

Appendix 8 – MXS5 Land

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